



Request for Quote

Request for Quote:

Supply of Plumbing Services

Deadline:

Friday 4 pm, 10 September 2021

Address for Delivery:

*1 Bishop Street (PO Box 50) Lake Grace WA 6353
Facsimile Quotes will not be accepted.*

RFQ Number:

RFQ 2021-20

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1 Conditions of Quoting

1.1 Definitions

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

| | |
|--|--|
| Attachments: | The documents you attach as part of your Quote. |
| Contractor: | Means the person or persons, corporation or corporations who's Quote is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations. |
| Deadline: | The deadline for lodgement of your Quote as detailed on the front cover of this Request. |
| General Conditions of Contract: | Means the General Conditions of Contract for the Supply of Plumbing Services provided in Part 3. |
| Offer: | Your offer to supply the Requirements. |
| Principal: | Shire of Lake Grace. |
| Request OR RTF OR Request for Quote | This document. |
| Requirement: | The Services requested by the Principal. |
| Selection Criteria: | The Criteria used by the Principal in evaluating your Quote. |
| Special Conditions: | The additional contractual terms. |
| Specification: | The Statement of Requirements that the Principal requests you to provide if selected. |
| Quote: | Completed Offer form, Response to the Selection Criteria and Attachments. |
| Supplier: | Someone who has or intends to submit an Offer to the Principal. |
| Quote Open Period: | The time between advertising the Request and the Deadline. |

1.2 Quote Documents

This Request for Quote is comprised of the following parts:

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

Separate Documents

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

1.3 How to Prepare Your Quote

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

1.4 Contact Persons

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

| | |
|-------------------|--|
| Name: | Craig Elefsen, Manager Infrastructure Services |
| Telephone: | 08 9890 2500 |
| Email: | shire@lakegrace.wa.gov.au |

| | |
|-------------------|------------------------------|
| Name: | Jason Lip, Technical Officer |
| Telephone: | 08 9890 2500 |
| Email: | shire@lakegrace.wa.gov.au |

| | |
|-------------------|---|
| Name: | Brooke Williamson, Development Services Officer |
| Telephone: | 08 9890 2500 |
| Email: | shire@lakegrace.wa.gov.au |

| | |
|-------------------|--------------------------------------|
| Name: | Alan George, Chief Executive Officer |
| Telephone: | 08 9890 2500 |
| Email: | shire@lakegrace.wa.gov.au |

1.5 Requests for Clarification

Suppliers may submit a written request for clarification on any part of the RFQ documents prior to lodgement of their Quote. Answers to written requests will be distributed to all Suppliers, along with the original question. The Supplier who asked the question will be kept anonymous.

No requests for information or clarification to the RFQ Documents will be accepted later than One (1) day prior to the Deadline of this Request.

1.6 Lodgement of Quotes and Delivery Method

The Quote must be lodged by the Deadline. The Deadline for this request is Friday 4 pm, 10 September 2021.

The Quote is to be:

- a) Delivered by hand to the Shire reception at 1 Bishop Street, Lake Grace WA (by the Supplier or the Supplier's private agent) or sent through the mail to the Chief Executive Officer PO Box 50, Lake Grace WA.

or,

- a) Sent to shire@lakegrace.wa.gov.au with the subject line referencing "RFQ 2021-04 – Supply of Plumbing Services".

Quotes submitted by Facsimile will not be accepted.

If submitted in a physical form, Suppliers must ensure that they have provided two (2) signed copies of their Quote; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. If submitted in electronic format, a single copy of their signed Quote is sufficient. Any brochures or pamphlets must be attached to both the original and the copies.

1.7 Rejection of Quotes

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

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

1.8 Late Quotes

Quotes received:

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

will not be accepted for evaluation.

1.9 Acceptance of Quotes

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

1.10 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 Suppliers will be given particulars of the successful Supplier or be advised that no Quote was accepted.

1.11 Quote Validity Period

All Quotes 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 Quote, whichever is the later unless extended on mutual agreement between the Principal and the Supplier in writing.

1.12 Precedence of Documents

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

1.13 Alternative Quotes

All Alternative Quotes may be accompanied by a conforming Quote.

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

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

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

1.14 Suppliers to Inform Themselves

Suppliers will be deemed to have:

- a) examined the Request and any other information available in writing to Suppliers for the purpose of Quoting;

- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Quote which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Quotes including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Quoting 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 Supplier 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.

1.15 Alterations

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

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

1.16 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 Supplier;

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

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

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

1.17 Evaluation Process

This is a Request for Quote.

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

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

- a) Quotes are checked for completeness and compliance. Quotes that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Quotes are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Suppliers may be short listed and may also be required to clarify their Quote, 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 Supplier.

A Contract may then be awarded to the Supplier whose Quote is considered the most advantageous Quote to the Principal.

1.18 Selection Criteria

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

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Quote containing the lowest price will not necessarily be accepted, nor will the Quote 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 Quote that provides all the information requested will be assessed as satisfactory. The extent to which a Quote demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Quote 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.

1.19 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Quote will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Quote from consideration.

1.20 Qualitative Criteria

In determining the most advantageous Quote, the Evaluation Panel will score each Supplier against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

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

1.21 Value Considerations

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

| Criteria | Weighting |
|----------------|-----------|
| Tendered Price | 40% |

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

The tendered price will be considered along with related factors affecting the total cost to the Principal (eg 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).

1.22 Price Basis

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

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

1.23 Ownership of Quotes

All documents, materials, articles and information submitted by the Supplier as part of or in support of the Quote will become upon submission the absolute property of the Principal and will not be returned to the Supplier at the conclusion of the Quote process PROVIDED

that the Supplier be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.24 Canvassing of Officials

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

1.25 Identity of the Supplier

The identity of the Supplier and the Contractor is fundamental to the Principal. The Supplier will be the person, persons, corporation or corporations named as the Supplier in Part 3 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Quote, the Supplier will become the Contractor.

1.26 Costs of Quoting

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

1.27 In House Quotes

The Principal does not intend to submit an In House Quote.

2 Specification

Refer to draft contract in Addendum A.

3 General Conditions of Contract

Refer to draft contract in Addendum A.

4 Special Conditions of Contract

No Special Conditions of Contract.

5 Supplier’s Offer

5.1 Form of Quote

The Chief Executive Officer
Shire of Lake Grace
1 Bishop Street
Lake Grace WA 6353

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFQ 2021-20 – Supply of Plumbing Services

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 Quoting contained in this Request signed and completed.

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

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

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

Dated this _____ day of _____ 20____

Signature of authorised signatory of Supplier: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

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

| Description of Compliance Criteria | |
|---|----------|
| a) Suppliers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Quote including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal. | Yes / No |
| b) Suppliers are to provide their— a. Plumbing License; b. Gas License; c. (optional) Restricted Electrical Workers License. | Yes / No |
| c) Compliance with the Specification contained in the Request. | Yes / No |
| d) Compliance with attendance at any mandatory Quote briefing or site inspection. | Yes / No |
| e) Compliance with the Quality Assurance requirement for this Request. | Yes / No |
| f) Compliance with the Delivery Date. | Yes / No |
| g) Risk Assessment Suppliers must address the following information in an attachment and label it “Risk Assessment”: i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i> ii) <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i> iii) <i>Provide the organisations directors/company owners and any other positions held with other organisations.</i> iv) <i>Provide a summary of the number of years your organisation has been in business.</i> v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i> | Yes / No |

- vi) *Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.*
- vii) *Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.*
- viii) *Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.*
- ix) *Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.*
- x) *Are you presently able to pay all your debts in full as and when they fall due?*
- xi) *Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.*
- xii) *In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.*

The insurance requirements for this Request are stipulated in Part 3 of this Request. Suppliers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Supplier holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.

5.2.2 Qualitative Criteria

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

- a) All information relevant to your answers to each criterion are to be contained within your Quote;

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

| | | |
|---|---|--|
| <p>A. Relevant Experience</p> <p>Suppliers must address the following information in an attachment and label it “Relevant Experience”:</p> | <p>Weighting</p> <p>15%</p> | |
| <ul style="list-style-type: none"> a) <i>Provide details of similar work.</i> b) <i>Demonstrate competency and proven track record of achieving outcomes by referencing specific jobs or works.</i> c) <i>Project reference sheet.</i> | <p>“Relevant Experience”</p> | <p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p> |

| | | |
|---|---|--|
| <p>B. Key Personnel Skills and Experience</p> <p>Suppliers must address the following information in an attachment and label it “Key Personnel Skills and Experience”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p> | <p>Weighting</p> <p>10%</p> | |
| <ul style="list-style-type: none"> a) <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications, certifications, tickets etc.</i> | <p>“Key Personnel”</p> | <p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>Supply any other relevant details in an attachment and label it “Key Personnel Skills and Experience”.</p> | | |

| | | |
|---|--|--|
| <p>C. Supplier’s Resources</p> <p>Suppliers must address the following information in an attachment and label it “Supplier’s Resources”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p> | <p>Weighting</p> <p>20%</p> | |
| <p>a) <i>Plant, equipment and materials.</i></p> <p>b) <i>Any contingency measures or backup of resources including personnel (where applicable).</i></p> <p>c) <i>Resources Scheduling/Dispatching</i></p> | <p>“Supplier’s Resources”</p> | <p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>As a minimum, Suppliers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Supplier’s Resources”.</p> | | |
| <p>D. Demonstrated Understanding</p> <p>Suppliers must address the following information in an attachment and label it “Demonstrated Understanding”:</p> <p><i>(Below are some suggested criteria only. These should be reviewed for relevance to the Goods and/or Services being sought)</i></p> | <p>Weighting</p> <p>15%</p> | |
| <p>a) <i>The process for the delivery of the Goods/Services.</i></p> <p>b) <i>Training processes (if required); and</i></p> <p>c) <i>Demonstrated understanding of the Scope of Work.</i></p> | <p>“Demonstrated Understanding”</p> | <p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p> |
| <p>Supply details of current knowledge of the Shire's assets and infrastructure and provide an outline of your proposed methodology in an attachment labelled “Demonstrated Understanding”.</p> | | |

| | | |
|---|--|---------------------------------|
| <p>E. Cost Schedule</p> <p>Suppliers must address the following information in an attachment and label it "Cost":</p> | <p>Weighting</p> <p>40%</p> | |
| <p>a) <i>Price Schedules to be completed.</i></p> | <p>“Demonstrated Understanding”</p> | <p>Tick if attached</p> |
| <p>Cost scoring will be measured by through the following formula: The average unit rates of all suppliers combined will be scored a 5 out of 10. From there, there will be a linear scale to a score of 0 if a Supplier's average unit rate ends up being double the combined average, and a linear scale to a score of 10 if a Supplier's average unit rate ends up being half of the combined average.</p> <p>This formula will only be applied to labour rates, travel hour rates and travel distance rates. The scoring formula will also be independently applied to combined labour and travel hour rates (as they are both based on hours), and the travel distance rates. The scores from those two independent applications will then be averaged to make up a Supplier's final Cost Schedule score.</p> | | <p><input type="checkbox"/></p> |

5.3 Price Information

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

5.3.1 Price Schedule

| Cost Component | \$ Cost (inc. GST) | \$/unit |
|-----------------------------|---------------------------|----------------|
| Labour – Ordinary hours | | /hour |
| Labour – After-hours | | /hour |
| Travel – Time spent | | /hour |
| Travel – Distance traversed | | /km |
| Parts | At-cost | /item |

| Plant with Operator | \$ Cost (inc. GST) | \$/unit |
|----------------------------|---------------------------|----------------|
| | | /hour |
| | | /hour |
| | | /hour |
| | | /hour |
| | | /hour |
| | | /hour |

*The Principal offers no guarantee of quantities of the products required.

6 Addendum A – Draft Contract

DATE: **[Insert date of execution by last Party to execute]**

PARTIES: *The Shire of Lake Grace & [Contractor]*

BACKGROUND

- (a) The Principal had engaged the Contractor to provide the Goods and/or Services.
- (b) This Document sets out the terms and conditions upon which the Contractor shall provide the Goods and/or Services to the Principal.

OPERATIVE PART

PART A – DEFINITIONS AND INTERPRETATIONS

1 DEFINITIONS

In this Document, except where the context indicates otherwise:

Acceptance means acceptance of the Goods and/or Services which occurs on the earlier of:

- (a) the Principal notifying the Contractor in writing that the Goods and/or Services are accepted; or
- (b) the expiry of the day 14 days after delivery of the Goods to the Delivery Point or completion of the Services where the Principal has not, during that 14 day period, notified the Contractor in writing that the Goods and/or Services, as the case may be, are rejected.

Affected Obligation has the meaning given in clause 35.1(a).

Approval means any certificate, licence, consent, permit, approval, authority or requirement necessary for the provision of the Goods and/or Services.

Assessment Notice means an assessment notice under section 12 of the Working With Children Act.

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.

Background Intellectual Property Rights means any Intellectual Property Rights owned by a Party prior to the commencement of the Contract or which did not come into existence by reason of the Contract, and which a Party is entitled to exercise and sub-license, which are embodied in, attached to or otherwise relate to the Contract.

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.

Child-Related Work has the meaning given in section 6 of the Working With Children Act.

Child-Related Site means a location at which Goods are to be delivered and/or Services are to be performed where children are likely to be present.

Completion Date means the date for delivery of the Goods and/or the date for the completion of the Services, as the case may be, specified in an Order or agreed by the Parties in writing. To avoid doubt, there may be multiple Completion Dates where the Contract applies to multiple Orders of Goods and/or Services.

Confidential Information means:

- (a) the Contract;

- (b) information relating to the Principal's past, existing or future business, strategic plans or operations, finances, or customers;
- (c) any other information provided by a Disclosing Party to the Receiving Party which is identified by the Disclosing Party as confidential;
- (d) any report, opinion or advice prepared by the Contractor which the Principal advises is to be prepared on a confidential basis; and
- (e) any copies, extracts or summaries of the information described in paragraphs (a) to (d) (inclusive) above,

but excluding information which has entered the public domain other than through a breach of a confidentiality obligation owed to the Disclosing Party by the Receiving Party or by any other person.

Conflict of Interest means an interest, whether personal, financial or otherwise, which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Contract fairly and objectively.

Consequential Loss means any:

- (a) loss of production, revenue, profit, business reputation, opportunities or anticipated savings; and
- (b) loss arising from wasted overheads or business interruptions.

Contract means the agreement between the Parties regarding the supply of the Goods and/or Services containing the terms and conditions set out in this Document.

Contract Price means the prices or rates specified in an Order as the amount to be paid by the Principal for the provision of the Goods and/or Services the subject of that Order or otherwise set out in the Contract. To avoid doubt, there may be multiple Contract Prices where the Contract applies to multiple Orders of Goods and/or Services.

Contractor means the party who is engaged by the other party to provide the Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

Contractor's Vehicles and Equipment has the meaning given in clause 34.4.

Cyber Incident means action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or Principal Data residing on that system.

Defective means defective, of an inferior quality or inconsistent with the requirements of the Contract.

Defects Liability Period means the period of 12 months beginning on the Completion Date.

Delivery Point means the place for the delivery of Goods specified in the Order or agreed in writing by the Parties or directed by the Principal to the Contractor in writing.

Disbursement means reasonable out-of-pocket costs and expenses incurred by a Contractor in providing the Services which are:

- (a) charged to the Principal at cost; and
- (b) incidental to the provision of the Services.

Dispute means any dispute or difference between the Parties in connection with the Contract.

Dispute Notice has the meaning given in clause 36.1.

Document means this document called 'Goods and/or Services Contract Conditions'.

Extension Request has the meaning given in clause 13.4.

Force Majeure Event means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide or adverse weather conditions;
- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or terrorism; or
- (d) a change in any Law or any authority exercised by an Authority or official by Law.

Force Majeure Event Termination Period means 120 consecutive days.

Goods means the goods specified in an Order or otherwise specified in the Contract.

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.

Insolvency Event means:

- (a) in relation to a corporation, where that corporation:
 - (i) goes into liquidation, except for the purpose of reconstruction or amalgamation of which the affected Party has given the other Party 5 Business Days' prior written notice of such reconstruction or amalgamation;
 - (ii) is otherwise dissolved;
 - (iii) has had appointed to it a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Party;
 - (iv) enters into any composition or scheme of arrangement with its creditors;
 - (v) has had appointed to it an inspector or like official to examine the affairs of the Party or the Party enters into voluntary or other external administration; or
 - (vi) is otherwise unable to pay all its debts as and when they fall due; and
- (b) in relation to a natural person, where that natural person:
 - (i) commits an act of bankruptcy;
 - (ii) becomes subject to an order for the sequestration in bankruptcy of the estate of the Party;
 - (iii) assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors; or
 - (iv) is otherwise unable to pay all its debts as and when they fall due.

Insurances means the insurances which the Contractor is required to obtain under clause 34.

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 (including future copyright), database rights 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 including any application or right to apply for any of these rights.

Invoice means a valid tax invoice under the GST Law.

Law means statute, equity, the common law and the legally enforceable requirements of Authorities, including any regulation or law of the Principal.

Legal Requirement means a requirement under any Law or Approval including a requirement to pay any fees and charges in connection with any Law or Approval.

Letter of Award means an Order or Long-Term Award issued by the Principal to the Contractor accepting the Request Response.

Long-Term Award means the acceptance of a Request Response relating to the provision of goods and/or services in the future where the nature of the goods and/or services to be provided are not stated or known at the time of formation of the Contract and will be the subject of future Orders.

Loss means any liability, loss, damage, cost (including litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, demand, expense or proceeding whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising.

Order means a purchase order or other written direction from the Principal to the Contractor which requires the supply of specified Goods and/or Services.

Original Product has the meaning given in clause 3.3.

OSH Laws means all workplace, health and safety related Law, codes of practice, other compliance codes, directions on safety or notices issued by any relevant Authority and standards, where any part of the Contractor's obligations under the Contract are being performed. This includes the *Occupational Health and Safety Act 1984 (WA)*, in addition to any other relevant legislation or regulations.

Parties means the Principal and the Contractor.

Personnel means the personnel engaged by the Principal, the Contractor or a related body corporate of the Contractor, including directors, officers, employees and agents, contractors and Sub-contractors and any director, officer, employee or agent of any contractor or Sub-contractor, but when used in the context of the Principal's Personnel, does not include the Contractor or the Contractor's Personnel.

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

Principal means the party engaging the other Party to provide Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

Principal Data means information and materials of the Principal in respect of which the Contractor has custody or control for the purpose of providing the Goods and/or Services or which are accessed, transmitted or stored using the Contractor's information systems or equipment under the Contract.

Principal Request means the written request provided by the Principal to the Contractor to submit an offer and price to provide the Goods and/or Services.

Principal's Documents means any documents, including drafts or working versions, whether in hard copy or electronic format, in the possession of, or otherwise under the control of, the Principal.

Principal's Premises means any property under the control, care and management of the Principal.

Request Response means the offer submitted by the Contractor to supply the Goods and/or Services made in response to a Principal Request.

Sale of Goods Act means the *Sale of Goods Act 1895 (WA)*.

Services means the services identified in the Order or otherwise specified in the Contract, and services that are ancillary to such services.

Specification means a specification or scope of works for the Goods and/or Services:

- (a) provided by the Principal to the Contractor before the Contractor provided its Request Response; or

- (b) developed after the Contractor provided its Request Response or after the Contract came into effect, and agreed to by the Parties.

Specified Personnel means Personnel of the Contractor proposed in a Request Response to perform functions in relation to the provision of the Goods and/or Services.

Standards and Procedures means any guidelines, rules, requirements or information regarding site-specific conditions or the Principal's operations made available to the Contractor by the Principal from time to time.

Start Date means the date specified as such in the Principal Request or, where no such date is specified in the Principal Request, means the date that the Parties agree in writing that the Contractor must commence the Services.

Sub-contractor means any person or entity engaged by the Contractor in connection with the provision of the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors, but does not include the Contractor's employees.

Substitute Product has the meaning given in clause 3.3.

Sustainability Objectives has the meaning given in clause 24.1.

Transition Plan means a written plan to facilitate the transition of the supply of the Goods and/or Services from the Contractor to another supplier or from another supplier to the Contractor.

Wilful Misconduct means any wrongful act or omission that was intentionally done or involved reckless disregard to the likely consequences, including an intentional breach of the Contract.

Working With Children Act means the *Working With Children (Criminal Record Checking) Act 2004* (WA).

2 INTERPRETATION

2.1 In this Document, unless the context suggests otherwise:

- (a) a reference to the Contract means the Contract as novated or varied from time to time;
- (b) a reference to 'including' must be read as if it is followed by '(without limitation)';
- (c) 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;
- (d) words in the singular include the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to a clause is a reference to a clause of this Document;
- (h) a reference to a 'day' or 'month' is a reference to a calendar day or calendar month;
- (i) headings are for convenience only and do not affect interpretation of this Document; and
- (j) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

PART B – PROVISIONS APPLICABLE TO THE SUPPLY OF GOODS ONLY**3 QUALITY OF GOODS, SOURCES OF SUPPLY AND SUBSTITUTION**

- 3.1 The Contractor must ensure that all Goods:
- (a) comply with the requirements of the relevant Order and conform to any samples provided;
 - (b) are in accordance with relevant Australian Standards or, where no Australian Standard exists, any relevant ISO Standard;
 - (c) are properly, safely and securely packaged and labelled for identification; and
 - (d) are of merchantable quality and fit for their intended purpose.
- 3.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties applicable to the Goods.
- 3.3 With the Principal's consent and subject to any necessary variation to the Contract Price, the Contractor may permanently or temporarily substitute another product (**Substitute Product**) for any aspect of the Goods to be provided under the Contract (**Original Product**). To avoid doubt, the supply of the Substitute Product shall satisfy the Contractor's obligations to supply the Original Product.

4 QUANTITIES OF GOODS

- 4.1 The Contractor must supply to the Principal the Goods in the quantity specified in the relevant Order.
- 4.2 If the Contractor delivers more Goods than the quantity specified in the relevant Order, the Contractor must, upon the Principal's direction, collect the excess Goods from the Principal at the Contractor's risk and expense, unless the Principal elects, in its discretion, to return the excess Goods to the Contractor, which is done at the Contractor's sole risk and expense.

5 DELIVERY OBLIGATIONS AND DELIVERY POINT

- 5.1 The Contractor must deliver the Goods to the Delivery Point and in doing so must:
- (a) not interfere with the Principal's activities;
 - (b) leave the Delivery Point secure and fit for immediate use;
 - (c) obtain the signature of a member of the Principal's Personnel who receives delivery of the Goods; and
 - (d) where it is not possible to satisfy clause 5(c), leave the Goods where requested by the Principal.

6 PROPERTY AND RISK IN THE GOODS

- 6.1 Subject to this Document, the Parties agree that:
- (a) risk in the Goods shall pass from the Contractor to the Principal on Acceptance; and
 - (b) upon payment for the Goods, property in the Goods shall pass to the Principal.
- 6.2 The Contractor warrants that it has complete ownership of the Goods free of any liens, charges and encumbrances.

7 SALE OF GOODS ACT

The Principal and Contractor acknowledge and agree that:

- (a) the Sale of Goods Act applies to the Contract; and

- (b) to the extent that there is any inconsistency between the Sale of Goods Act and the Contract, and to the extent permitted by Law, the Contract applies rather than the Sale of Goods Act.

PART C – PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES ONLY

8 QUALITY OF SERVICES

- 8.1 The Contractor must ensure that the Services provided by the Contractor:
- (a) match the description of the Services set out in the Order or otherwise in the Contract;
 - (b) are fit for their intended purpose;
 - (c) where they relate to design, the works or goods being designed are fit for their intended purpose;
 - (d) are performed with the professional skill, care and diligence expected of a person with the skills, experience, expertise and resources necessary to competently provide the Services; and
 - (e) are provided in accordance with any Specification.
- 8.2 The Contractor warrants, and agrees to ensure, that its Personnel engaged to perform the Services have the necessary skills, experience, expertise, licences, training, qualifications, approvals and resources available to it to competently and lawfully perform the Services.
- 8.3 The Contractor must regularly consult with the Principal about the progress of the Services and attend meetings where reasonably requested by the Principal.

9 QUANTITY AND VALUE OF SERVICES

The Principal shall only be required to take or accept, and pay for, the quantity of the Services set out in the relevant Order, any Specification, or otherwise in the Contract, unless otherwise agreed by the Parties.

PART D – PROVISIONS APPLICABLE TO THE PROVISION OF GOODS AND/OR SERVICES

10 SUPPLY OF GOODS AND/OR SERVICES

- 10.1 The Contractor must:
- (a) at its expense, obtain any Approvals necessary for the provision of the Goods and/or Services;
 - (b) at its expense, comply with all reasonable directions of the Principal regarding the provision of the Goods and/or Services, including regarding the transition of the provision of the Goods and/or Services from an alternative supplier to the Contractor;
 - (c) where the Principal provides the Contractor with written notice that an alternative supplier will, in the future, be supplying the Principal with the Goods and/or Services provided under the Contract, at its expense provide reasonably requested assistance to the Principal in transitioning the supply of the Goods and/or Services to the new supplier, including making arrangements for the novation or assignment of relevant contracts with third parties;
 - (d) comply with any Transition Plan; and
 - (e) co-operate with any third party service provider appointed by the Principal where necessary to ensure the integrated and efficient conduct of the Principal's operations and provide reasonable assistance to such other service providers as

requested by the Principal from time to time, provided that the Contractor will be entitled, by prior written agreement with the Principal, to charge for costs incurred as a direct result of providing such co-operation and assistance.

- 10.2 The Principal must provide the Contractor with any information reasonably necessary for the Contractor to provide the Goods and/or Services.
- 10.3 If a Transition Plan is not developed prior to the Contract coming into effect between the Parties, the Principal may:
- (a) make a written request to the Contractor to prepare a draft Transition Plan for the Principal's review within a reasonable period of time specified by the Principal and the Contractor must comply with that request; and
 - (b) accept or propose reasonable amendments to the draft Transition Plan prepared by the Contractor in accordance with clause 10.3(a) and provide a final version of the Transition Plan to the Contractor.

11 PLANT AND EQUIPMENT

- 11.1 The Contractor must:
- (a) provide all Plant and Equipment and labour necessary for the performance of the Contractor's obligations; and
 - (b) ensure that Plant and Equipment and other items which the Contractor uses or supplies in connection with the Contract comply with Legal Requirements and are fit for their usual and intended purpose.

12 ORDERS UNDER A LONG-TERM AWARD

- 12.1 This clause applies where the Letter of Award is a Long-Term Award.
- 12.2 From time to time the Principal may give the Contractor an Order containing the following information:
- (a) a description and/or specification of the Goods and/or Services required, including the required quantity;
 - (b) the Completion Date; and
 - (c) where the Order relates to Goods, the Delivery Point.
- 12.3 Within 5 Business Days of receipt of an Order the Contractor must give notice to the Principal of:
- (a) any aspect of the Order which it does not accept and supporting reasons; and/or
 - (b) any recommended changes to the Order and supporting reasons,

following which the Parties shall seek to agree on the terms of the Order and a revised Order shall be issued by the Principal to the Contractor.

- 12.4 If the Contractor does not give notice under clause 12.3, the Contractor must fulfil the Order.
- 12.5 To avoid doubt, the Principal is not obliged to issue Orders to, or otherwise purchase Goods and/or Services from, the Contractor.

13 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME

- 13.1 The Contractor must commence the provision of the Services on the Start Date.
- 13.2 Subject to this clause 13, the Contractor shall deliver the Goods to the Delivery Point and/or perform the Services, as the case may be, by the Completion Date.
- 13.3 The Contractor is entitled to an extension to the Completion Date if a delay to the provision of the Goods and/or Services is due to:

- (a) a breach by the Principal of the Contract;
 - (b) delay or disruption caused by the Principal, except where such delay or disruption is caused by the Principal acting in accordance with the Contract;
 - (c) a Force Majeure Event occurring before the Completion Date;
 - (d) suspension of the Contract under clause 37.3 where the suspension is the result of a breach by the Principal; or
 - (e) a variation being agreed to the nature of the Goods and/or Services provided.
- 13.4 To obtain an extension, the Contractor must make a written request to the Principal within 10 Business Days after the cause of delay has arisen or within any other period agreed in writing by the Parties, which request must include the facts on which the request is based (**Extension Request**).
- 13.5 The Principal, acting reasonably, must notify the Contractor within 10 Business Days of receiving the Extension Request, or such other time agreed in writing by the Parties, whether an extension of time to the Completion Date is granted and any relevant period of extension, which must be reasonable in the circumstances giving rise to the Extension Request.

14 RECEIPT AND ACCEPTANCE OF GOODS AND/OR SERVICES

- 14.1 The Parties agree that:
- (a) delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal; and
 - (b) Acceptance by the Principal is without prejudice to the Principal's rights in respect of the Defects Liability Period applicable to any Goods and/or Services.
- 14.2 If, following any review, inspection, examination or witnessing of the Goods and/or Services, the Principal is not satisfied that the Goods and/or Services are being, or have been, provided in compliance with the Contract, the Contractor must, after receiving a written request from the Principal, promptly take all steps necessary to ensure compliance.

15 REJECTION AND REMOVAL OF DEFECTIVE GOODS AND/OR DEFECTIVE SERVICES

- 15.1 During the Defects Liability Period, the Principal may notify the Contractor in writing that any Goods and/or Services provided are Defective.
- 15.2 Where the Principal notifies the Contractor under clause 15.1, the Principal may direct the Contractor to replace, rectify or re-perform the Goods and/or Services, as the case may be, free of charge to the Principal and within a reasonable time specified by the Principal.
- 15.3 The Contractor must comply with a direction under clause 15.2 within the time period specified in the notice or otherwise agreed in writing by the Parties.
- 15.4 Where the Contractor does not, or advises the Principal that it cannot, comply with a direction in accordance with clause 15.3, the Principal may give the Contractor written notice of its intention to rectify, replace or have re-performed the Goods and/or Services by a third party, together with the estimated and itemised reasonable costs of the Principal in rectifying, replacing or having re-performed the Goods and/or Services.
- 15.5 Following receipt of a notice under clause 15.4 from the Principal, the Contractor has 5 Business Days to notify the Principal in writing as to whether the Contractor will replace, rectify or re-perform the Goods and/or Services and to reach agreement with the Principal regarding the timeframe for doing so, otherwise the Principal may rectify, replace or have re-performed the Goods and/or Services and recover its costs in doing so from the Contractor.
- 15.6 Where the Contractor has made good any Defective Goods and/or Services, 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 completes making good the Defective Goods and/or Services.

- 15.7 The Principal shall not be responsible for the care or custody of any Defective Goods after a period of 5 Business Days after the Contractor has been notified in writing by the Principal that they are Defective.
- 15.8 Without limiting clause 33, any cost or expense reasonably incurred by the Principal in connection with, or as a result of, the Defective Goods and/or Services shall be a debt due from the Contractor to the Principal.
- 15.9 To avoid doubt, nothing in this clause shall prejudice any other right of the Principal arising out of the failure by the Contractor to provide Goods and/or Services in accordance with the Contract.

16 FAILURE TO PROVIDE GOODS AND/OR SERVICES

- 16.1 The Contractor must provide written notice to the Principal as soon as possible if the Contractor is unable to provide the Goods and/or Services and the period of time for which the Contractor will be so unable.
- 16.2 Where the Contractor provides written notice to the Principal under clause 16.1, the Principal may, acting reasonably, and without being liable in any way to the Contractor, obtain or acquire such goods and/or services as it requires from a third party until the Principal receives a further written notice from the Contractor that the Contractor is able to recommence the provision of Goods and/or Services.

17 INFORMATION

- 17.1 The Contractor must keep the Principal fully informed about:
- (a) any matters that may adversely affect the Contractor's ability to provide the Goods and/or Services; and
 - (b) delivery of the Goods and/or completion of the Services.

18 PRICE BASIS

- 18.1 The Contract Price shall be firm and not subject to rise and fall.
- 18.2 To avoid doubt, the Principal's liability to the Contractor for the Contractor's costs in providing the Goods and/or Services is capped at the Contract Price, unless otherwise agreed in writing by the Parties.

19 FORMATION OF CONTRACT AND TERM

- 19.1 Where this Document is executed by the Parties, the Contract shall be formed, and shall commence, on the date that the last Party executes this Document.
- 19.2 Where this Document is not executed by the Parties:
- (a) the Contract shall be formed, and shall commence, on the date of the Letter of Award; and
 - (b) the Parties agree that the terms and conditions in this Document are incorporated within the Contract and the failure of either Party to execute this Document does not affect the incorporation of those terms and conditions within the Contract or the Contract's existence.
- 19.3 The Contract shall terminate 10 Business Days after Acceptance or upon expiry of the time period specified in the Letter of Award, whichever is the later, subject to clauses 19.4 and 19.5.
- 19.4 The Parties may agree in writing to extend the term for an agreed period of time.
- 19.5 The Contract may terminate before the expiry of the period of time in clause 19.3:
- (a) if the Parties agree in writing; or

- (b) otherwise in accordance with this Document.
- 19.6 The termination of the Contract does not affect:
- (a) any rights of the Parties accrued before the date of termination; and
- (b) the rights and obligations of the Parties which survive termination.
- 19.7 Clauses 0 (definitions), 2 (interpretation), 3.2 (manufacturer's warranties), 6.2 (warranty regarding property in goods), 8.2 (warranties regarding personnel), 10.1(c) and 10.1(d) (transition out), 14 (Acceptance and Defects Liability Period), 15 (Defective Goods and/or Services), 19.6 and 19.7 (term), 20 (Contractor to have informed itself), 30 (Confidentiality), 31 (Data security), 32 (Intellectual Property Rights), 33 (Liability and indemnity), 36 (Settlement of disputes), 38.2 to 38.4 (inclusive) (termination), 41 (Notices), 42.1 (relationship of Parties) and 42.7 (Governing law) shall survive termination of the Contract.

20 CONTRACTOR TO HAVE INFORMED ITSELF

- 20.1 By providing the Request Response, the Contractor acknowledges that it has:
- (a) examined carefully, and has acquired actual knowledge of the contents of, its Request Response, this Document and any other information made available in writing by the Principal to the Contractor for the purposes of the Request Response and the Contract; and
- (b) satisfied itself as to the correctness and sufficiency of the Request Response and that the Contract Price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the proper performance and completion of the Contract.

21 CONFLICT OF INTEREST

- 21.1 The Contractor warrants that, to the best of its knowledge, as at the date of providing the Request Response:
- (a) the Contractor has declared in its Request Response any Conflicts of Interest in the performance of its obligations under the Contract that it has, or is likely to have; and
- (b) the information contained in the Contractor's Request Response as to the existence of any Conflicts of Interest is correct and comprehensive.
- 21.2 If a Conflict of Interest or risk of Conflict of Interest arises, including because of work undertaken by the Contractor for a person other than the Principal, the Contractor must immediately give notice of the Conflict of Interest, or the risk of it, to the Principal.

22 LEGAL REQUIREMENTS, INDUSTRIAL AWARDS AND STANDARDS AND PROCEDURES

- 22.1 The Contractor shall comply with all Legal Requirements, Standards and Procedures affecting or applicable to the Goods and/or Services and/or the performance of the Contract and ensure that its Personnel also comply with the same, at the Contractor's cost.
- 22.2 The Contractor shall:
- (a) comply with all industrial awards or agreements affecting or applicable to the persons engaged by the Contractor for the purposes of providing the Goods and/or Services;
- (b) ensure that the remuneration and terms of employment of all of its employed Personnel are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in industrial awards and agreements and any code of practice that may apply to a particular industry;

- (c) to the extent practicable, use reasonable endeavours to ensure that its Sub-contractors satisfy the requirements of clauses 22.2(a) and 22.2(b) in relation to the Sub-contractors' own employees; and
- (d) ensure that it pays each of its Sub-contractors in accordance with the Contractor's agreement with that Sub-contractor, subject to the Contractor's acceptance of the goods and/or services provided by the Sub-contractor.

23 SAFETY OBLIGATIONS

23.1 The Contractor must:

- (a) do all things reasonably necessary to ensure that the Goods and/or Services are provided in a manner that is safe and not likely to cause injury or illness to any person; and
- (b) perform all relevant functions and fulfil all relevant duties under all relevant OSH Laws required of an employer or otherwise applicable to the role of the Contractor under the Contract including notification of incidents as may be required under OSH Laws.

23.2 Where any injury, property damage, accident or incident which is notifiable under any Legal Requirement occurs, the Contractor must:

- (a) as soon as practicable, but in any event within 24 hours, notify the Principal of that injury, property damage, accident or incident; and
- (b) provide the Principal with any further information requested by the Principal.

23.3 The Contractor acknowledges that if, in performing its obligations under the Contract, its Personnel enter premises under the control of the Principal or the Principal's Personnel they must comply with the Principal's occupational health and safety policies and procedures and do so at the Contractor's own risk.

23.4 Without limiting clauses 37.3 to 37.5 (inclusive), any breach by the Contractor of OSH Laws or this clause which gives rise to circumstances which:

- (a) present actual or potential risk of life or serious injury; or
- (b) are otherwise required to be notified under OSH Laws,

entitles the Principal to suspend the whole or part of the performance of the Contractor's obligations.

24 SUSTAINABLE PROCUREMENT

24.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by clause 24.2 (**Sustainability Objectives**) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.

24.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:

- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
- (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:
 - (i) using recycled materials and products;
 - (ii) reducing emissions;
 - (iii) adopting greener energy solutions;
 - (iv) adopting environmentally sustainable design; and

- (v) reducing wastage;
 - (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);
 - (d) sponsoring and supporting local community groups and local community development initiatives;
 - (e) promoting fair workplace practices;
 - (f) promoting workplace health;
 - (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
 - (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.
- 24.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.
- 24.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

25 CONTRACTOR'S PERSONNEL

- 25.1 The Contractor must, and must ensure its Personnel, when providing the Goods and/or Services:
- (a) comply with all reasonable directions given by the Principal or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to the Goods and/or Services;
 - (b) do not cause any damage, loss or injury to any property or person; and
 - (c) act, in all circumstances and at all times, in a fit and proper manner.
- 25.2 If the Contractor proposes to replace, or have another of its Personnel perform any functions of, any Specified Personnel, it must obtain the prior written approval of the Principal.
- 25.3 The Contractor must provide the Principal with an Australia-wide police clearance in respect of any of its Personnel within 30 Business Days of such a request being made in writing by the Principal to the Contractor.
- 25.4 If any police clearance obtained under clause 25.3 evidences that any of the Contractor's Personnel has committed a criminal offence punishable by imprisonment or detention, the Principal may, without prejudice to its other rights under the Contract, request the Contractor to promptly remove that person from involvement in the provision of the Goods and/or Services, and the Contractor must comply with such a request as soon as possible.
- 25.5 If the Goods and/or Services to be provided by the Contractor involve Child-Related Work or involve the delivery of the Goods and/or Services at a Child-Related Site:
- (a) the Contractor must provide to the Principal an Assessment Notice in respect of all Personnel involved in performing the Child-Related Work, or providing the Services or delivering Goods at the Child-Related Site, before they commence such work; and
 - (b) the Principal may require the Contractor to immediately remove any of the Contractor's Personnel who do not have a current Assessment Notice and the Contractor must comply with such a request as soon as possible.

26 REPRESENTATIVES

- 26.1 Each Party may appoint a Representative, and give them authority, to act on its behalf for the purpose of the Contract within delegation limits advised in writing to the other Party.

27 INVOICING AND PAYMENT

- 27.1 Subject to the Contractor satisfactorily providing the Goods and/or Services, the Principal must pay the Contractor the Contract Price in accordance with this clause 27 and the Contractor's preferred payment methodology (if any) as notified in writing by the Contractor to the Principal.
- 27.2 As soon as reasonably practicable following the end of each month, or at another time or frequency agreed in writing by the Parties, the Contractor must provide to the Principal an Invoice for the provision of the Goods and/or Services or any delivered or completed part of the Goods and/or Services.
- 27.3 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 issued in accordance with this clause within 20 Business Days of issue to the Principal or such other period as agreed in writing by the Parties, except where the Principal disputes the Invoice, in which case, 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.
- 27.4 The Contractor is not entitled to payment for any Disbursements not included in the Contract Price unless prior written notice of the Disbursement was provided to the Principal and the Principal approved the Disbursement in writing. To avoid doubt, the Principal must not unreasonably withhold its consent to any reasonable Disbursements.
- 27.5 A payment made pursuant to the Contract is taken to be payment on account and is not proof or admission of the value of the Goods and/or Services provided or that the Goods delivered and/or the Services performed, or any part thereof, were to the Principal's satisfaction.
- 27.6 The Parties agree that failure by the Principal to pay the amount payable at the due time will not be grounds for the Contractor to terminate, invalidate or avoid the Contract.

28 GOODS AND SERVICES TAX

- 28.1 Words capitalised in this clause 28 and not otherwise defined have the meaning given in the GST Law.
- 28.2 Where an amount of Consideration is payable for a Taxable Supply made under the Contract (whether that amount is specified or can be calculated in accordance with the Contract), it does not include GST and must be increased by the GST Rate.
- 28.3 The Party making a Taxable Supply under the Contract must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Law.
- 28.4 If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under the Contract, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

29 ACCESS TO PRINCIPAL'S PREMISES AND PRINCIPAL'S DOCUMENTS

- 29.1 The Principal agrees to provide the Contractor with access to the Principal's Premises and Principal's Documents as reasonably required to provide the Goods and/or Services.
- 29.2 The Contractor must only use the Principal's Documents for the sole purpose of providing the Goods and/or Services and must take reasonable security measures to protect the Principal's Documents from unauthorised disclosure or use.
- 29.3 The Contractor acknowledges and agrees that:

- (a) the Principal may need to obtain the consent of third parties to the disclosure of Principal's Documents to the Contractor;
- (b) the Principal may, acting reasonably, suspend or deny the Contractor's access to the Principal's Premises or Principal's Documents at any time; and
- (c) where the Principal has suspended or denied the Contractor's access to the Principal's Premises or the Principal's Documents, the Contractor shall only be able to gain or regain access upon written notice from the Principal.

30 CONFIDENTIALITY

30.1 In this clause 30 the following terms have the following meanings:

- (a) **'Disclosing Party'** means the Party which has disclosed Confidential Information that is confidential to that Party; and
- (b) **'Receiving Party'** means the Party to whom Confidential Information is disclosed by the Disclosing Party.

30.2 Subject to clause 30.3, the Parties must not:

- (a) disclose Confidential Information to any other person; or
- (b) use Confidential Information except to the extent necessary to fulfil their obligations under the Contract.

30.3 Subject to clause 30.4, a Party may disclose Confidential Information to a third party:

- (a) with the prior consent of the Disclosing Party;
- (b) to the extent required by any Law or applicable securities regulation or rule;
- (c) in connection with any dispute or litigation concerning the Contract or its subject matter;
- (d) to the extent required by any Authority having jurisdiction over the Receiving Party; or
- (e) who is an employee, officer, financier, joint venture partner, related body corporate, contractor, financial adviser, legal adviser or insurer of the Receiving Party, where the disclosure is necessary for the purpose of the Receiving Party performing its obligations, or enforcing its rights, under the Contract.

30.4 Before making a disclosure to a person under clause 30.3, the Receiving Party must:

- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under the Contract, except where clause 30.3(b) applies;
- (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
- (c) where clause 30.3(e) applies, but with the exception of employees or officers of the Receiving Party, procure that the person or entity executes a deed in favour of the Disclosing Party in a form acceptable to the Disclosing Party, acting reasonably, imposing on the person or entity an undertaking of confidentiality having substantially similar effect as the Contract.

31 DATA SECURITY

31.1 The Contractor must:

- (a) do all things that a reasonable and prudent person or entity would do to ensure that all Principal Data is protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;

- (b) provide protective measures for the Principal Data that are no less vigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Principal Data; and
 - (c) either return to the Principal or destroy any Principal Data immediately following the termination of the Contract.
- 31.2 If requested by the Principal, acting reasonably, the Contractor must take out and maintain insurance, to the Principal's reasonable satisfaction, to protect against the risks of a Cyber Incident. Clause 34 shall apply to this insurance with any necessary modifications.

32 INTELLECTUAL PROPERTY RIGHTS

- 32.1 The Contractor warrants that any supply by it of the Goods and/or Services and any designs, documents or methods of working provided by it to the Principal in doing so does not infringe any Intellectual Property Right.
- 32.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right arising from or in connection with the supply of the Goods and/or Services or from any designs, documents or methods of working provided by it to the Principal.
- 32.3 Ownership of a Party's Background Intellectual Property Rights vests in and shall remain vested in that Party.
- 32.4 The Contractor grants to the Principal a royalty-free, perpetual, irrevocable, express, non-exclusive, world-wide licence to use, exercise and sub-license the Contractor's Background Intellectual Property Rights only for the intended purpose of the Contract.
- 32.5 The Principal grants the Contractor a revocable, royalty-free and non-transferable licence to use any Principal's Background Intellectual Property Rights to the extent necessary for the Contractor to supply the Goods and/or Services.
- 32.6 All Intellectual Property Rights (other than the Contractor's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract will vest in the Principal. The Contractor must do everything necessary to perfect such vesting at the Contractor's cost or as otherwise agreed by the Parties.
- 32.7 The Contractor must ensure that:
- (a) copyright and any other ownership interests or rights in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract do not vest in any Sub-contractor of the Contractor or any other third party; and
 - (b) no third party is in a position to successfully assert any moral rights or other proprietary interests in relation to the Goods and/or Services or the Contract contrary to the interests of the Principal.
- 32.8 A Party must not:
- (a) grant any third party access to the other Party's Intellectual Property Rights without that other Party's prior written consent, which may be given in that other Party's discretion; or
 - (b) do or allow to be done, or fail to do, any act that may infringe the other Party's Intellectual Property Rights.
- 32.9 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the 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.

33 LIABILITY AND INDEMNITY

33.1 Subject to the other provisions of this clause 33, the Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss suffered by the Principal or its Personnel arising directly or indirectly from:

- (a) any breach of the Contract by the Contractor;
- (b) any Wilful Misconduct, or a negligent act or omission, by the Contractor or its Personnel;
- (c) any loss or damage to the Principal's premises or property caused by the acts or omissions of the Contractor or its Personnel;
- (d) any claim made by a third party against the Principal or its Personnel, to the extent that the claim arose out of any act or omission of the Contractor or its Personnel; and
- (e) any act or omission of the Contractor or its Personnel that causes the Contractor to breach any Legal Requirement,

except to the extent that the Loss is caused by the Wilful Misconduct or a negligent act or omission of the Principal or its Personnel.

Consequential Loss

33.2 Notwithstanding any other clause of the Contract, neither Party will be liable to the other Party for any Consequential Loss unless:

- (a) the Law requires otherwise;
- (b) the Parties agree in writing that a Party will be liable for that Consequential Loss; or
- (c) the Consequential Loss is specified in or otherwise covered by an Insurance.

Civil Liability Act

33.3 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 the Contract and any of the Contractor's Sub-contractors or such Sub-contractors' personnel.

34 INSURANCE AND RISK MANAGEMENT

34.1 The Contractor must:

- (a) procure and maintain the Insurances with the minimum level of cover set out in this Document, or otherwise specified by the Principal in the Principal Request, 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, approved by the Principal, which either:
 - (i) carries on business in Australia and is authorised by the Australian Prudential Regulation Authority; or
 - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia, with any limitations regarding this requirement to have been notified to, and approved, by the Principal;
- (b) ensure that its Sub-contractors have appropriate and reasonable insurance (including as to amounts of insurance and type of insurance) for the work or services they may conduct or provide under a sub-contract relating to the provision of the Goods and/or Services to the Principal;
- (c) upon the Principal's written request, provide to the Principal copies of current and updated certificates of insurance for all Insurances, including those of a Sub-contractor;

- (d) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor;
 - (e) disclose to the Principal in writing any limitations under an Insurance or other factors relevant to any Insurance which may adversely impact on the provision of the Goods and/or Services by the Contractor or a claim in connection with the Contract;
 - (f) pay all premiums and deductibles applicable to any of the Insurances when due;
 - (g) promptly reinstate any Insurance required if it lapses or cover is exhausted;
 - (h) give the Principal at least 20 Business Days' prior written notice of any cancellation or non-renewal of, or a material alteration to, any of the Insurances; and
 - (i) not do any act or omission that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances.
- 34.2 To the extent possible, at the times of placement or renewal of any Insurances, each Insurance must:
- (a) state that it is governed by the laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction to deal with any dispute under the policy; and
 - (b) where the Principal is entitled to cover under the Insurance:
 - (i) 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;
 - (ii) 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;
 - (iii) except for compulsory workers' compensation insurance, compulsory third party motor liability insurance and professional indemnity insurance, include a cross-liability provision 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);
 - (iv) provide that, where the Principal is not a named insured, the insurer must waive rights of subrogation against the Principal; and
 - (v) provide that any breach of the conditions of that Insurance by an insured other than a Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance.
- 34.3 The Contractor must procure and maintain public liability insurance and product liability insurance which:
- (a) is for an amount not less than \$10 million, or such other amount as specified in the Principal Request, in respect of any one claim, is unlimited in the amount of occurrences and not less than the amount set out in the Principal Request (if any is so specified) in the aggregate during any one 12 month period of insurance;
 - (b) covers the liability of the Contractor, its 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 Contractor's performance of the Contract; and

- (a) covers the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with the Contract and sudden and accidental pollution.
- 34.4 Where the Contractor shall be using its own vehicles, plant and equipment in providing the Goods and/or Services, the Contractor must procure and maintain reasonable vehicle and equipment insurance for such vehicles, plant and equipment (**Contractor's Vehicles and Equipment**) (in addition to any compulsory third party motor vehicle insurance), which must:
- (a) cover all loss and/or damage to the Contractor's Vehicles and Equipment;
- (b) cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment;
- (c) be unlimited in the number of occurrences; and
- (d) to the extent available from the insurance market from time to time, contain a principal's indemnity extension in favour of the Principal.
- 34.5 Unless otherwise agreed in writing by the Principal, the Contractor must procure and maintain workers' compensation insurance as follows:
- (a) 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 under statute and at common law with a level of cover not less than \$50 million, or such amount as is specified in a Principal Request, in respect of any one event; or
- (b) where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.
- 34.6 Where specified in a Principal Request or otherwise reasonably requested by the Principal, the Contractor must procure and maintain professional indemnity insurance, which must:
- (a) be for not less than \$5 million, or such other amount as is specified in the Principal Request, or otherwise reasonably requested by the Principal in respect of any one claim;
- (b) be for an amount not less than the amount specified in the Principal Request in the aggregate for all claims arising in any one 12 month period of insurance (if an amount is so specified);
- (c) include one full automatic reinstatement of the limit of liability;
- (d) cover liability arising from any act or omission in connection with or arising out of the Contractor's professional activities and duties under the Contract; and
- (e) cover claims under the *Competition and Consumer Act 2010* (Cth), the *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.
- 34.7 Notwithstanding any other provision of this clause 34, if agreed in writing by the Principal, the Contractor may self-insure in respect of any or all of the Insurances provided that:
- (a) it is lawful for the Contractor to do so;
- (b) the Contractor identifies in writing to the Principal which of the risks required to be insured are being self-insured; and
- (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.
- 34.8 The Parties acknowledge and agree that:

- (a) the effecting and maintaining of the Insurances by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract;
 - (b) the Insurances are primary, and not secondary, to the indemnities referred to in this Document and 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 such indemnities;
 - (c) whenever a claim is made under any of the Insurances, the Contractor is liable for any excess or deductible payable as a consequence;
 - (d) 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 Insurances;
 - (e) nothing in this clause 34 fixes the Principal with notice of the contents of any Insurance policy and must not be raised as a defence to any claim by the Principal against the Contractor; and
 - (f) where relevant, the Contractor must provide reasonably requested assistance to the Principal in the preparation and negotiation of insurance claims.
- 34.9 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2009 Risk Management.

35 FORCE MAJEURE EVENT

- 35.1 A Party must:
- (a) immediately give notice to the other Party of any Force Majeure Event that precludes that Party from partially or wholly complying with any of its obligations under the Contract (**Affected Obligations**); and
 - (b) if it gives such a notice, either:
 - (i) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
 - (ii) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplementary notices during the period over which the Force Majeure Event continues.
- 35.2 The Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- 35.3 The Party whose performance is affected by the Force Majeure Event must use its reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay so caused.
- 35.4 If a Force Majeure Event continues to affect the provision of the Goods and/or Services for the duration of the Force Majeure Event Termination Period, the Principal may terminate the Contract by serving written notice on the Contractor.

36 SETTLEMENT OF DISPUTES

- 36.1 In the event of a Dispute, a Party may provide a written notice to the other Party identifying the nature of the Dispute and containing enough information to enable the other Party to reasonably understand the facts relevant to the Dispute (**Dispute Notice**).
- 36.2 Within 15 Business Days of receipt of the Dispute Notice, the Parties shall meet to seek to negotiate, in good faith, a resolution to the Dispute.
- 36.3 In the event that the Dispute remains unresolved after the time period referred to in clause 36.2, either Party may, at any time after giving notice to the other Party of its intention to do so, refer the Dispute for mediation in accordance with clause 36.4.
- 36.4 A mediation under this clause 36 shall:

- (a) be conducted by a single mediator to be appointed, in the absence of agreement by the Parties within 5 Business Days after the giving of a notice of intention under clause 36.3, by the Chairperson (or his or her nominee) for the time being of the dispute resolution organisation known as the Resolution Institute;
 - (b) be conducted according to the rules proposed by the appointed mediator; and
 - (c) be conducted during a period of 10 Business Days (or such longer period as the Parties may agree in writing) from the acceptance by the mediator of his or her appointment.
- 36.5 The Parties shall each pay their own costs of the mediation and will each pay half of the mediator's fees and costs.
- 36.6 If the Parties are unable to resolve the Dispute within the mediation period stipulated in, or agreed under, clause 36.4(c), either Party may take whatever other action is available to it under the Contract or the Law, including initiating proceedings in a court of competent jurisdiction.
- 36.7 Nothing in this clause 36 precludes a Party from seeking interlocutory relief relative to the subject matter of a Dispute from a court of competent jurisdiction, including the right to seek injunctive relief.

37 DEFAULT, SUSPENSION AND TERMINATION FOR BREACH

Default

- 37.1 If a Party breaches a provision of the Contract and that breach continues for a period of 5 Business Days, the other Party may provide a written notice to that Party:
- (a) identifying the nature of the alleged breach;
 - (b) requiring the Party to comply with the relevant provision of the Contract; and
 - (c) requiring the Party to remedy the breach in any manner and within a reasonable timeframe specified in the notice.
- 37.2 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages or exercise any other right under the Contract or under any applicable Legal Requirement.

Suspension

- 37.3 If a Party breaches a provision of the Contract and fails to comply with a written notice issued under clause 37.1, the non-defaulting Party may suspend the performance of its obligations (or any of them) and the defaulting Party's obligations (or any of them) by written notice to the defaulting Party until such time that the breach is remedied to the non-defaulting Party's reasonable satisfaction or the non-defaulting Party otherwise directs that the performance of the Contract is no longer suspended at which point the Parties must promptly recommence the performance of their obligations.
- 37.4 The Contractor must bear any cost it incurs as a result of a suspension under clauses 23.4 or 37.3 and any costs incurred by the Principal as a result of the suspension and any amounts payable by the Contractor under this clause become a debt due to the Principal by the Contractor, where the Contractor is the defaulting Party.
- 37.5 To avoid doubt, if a Party suspends the Contract or any part of it in accordance with clause 37.3, the Completion Date shall not be extended by the period of that suspension, except as otherwise agreed in writing by the Parties.

Termination for breach

- 37.6 Subject to clause 37.7, without limiting the other circumstances in which the Contract may be terminated, if a Party breaches a provision of the Contract and fails to comply with a notice issued under clause 37.1, then the other Party:

- (a) may give a further notice to the defaulting Party of its intention to terminate the Contract if the breach is not remedied or rectified in accordance with any manner or timeframe specified in the notice; and
- (b) by a further and final notice in writing to the defaulting Party immediately terminate the Contract if the breach is not remedied or rectified within the timeframe specified in the notice given under clause 37.6(a).

37.7 If a Party breaches a material provision of the Contract and that default is incapable of remedy or rectification, the non-defaulting Party may terminate the Contract by written notice to the defaulting Party.

38 TERMINATION

38.1 Without limiting the other circumstances in which the Contract may be terminated, if a Party:

- (a) commits an Insolvency Event;
- (b) assigns or sub-contracts the Contract or any part thereof without any prior written consent of the other Party required by the Contract;
- (c) or any of its Personnel are found guilty of any criminal act relating to the Goods and/or Services; or
- (d) includes in its Request Response any statement, representation, description of fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Party or not,

then the other Party may by notice in writing to that Party immediately terminate the Contract.

38.2 If the Contract is terminated, the Principal may engage or contract with any person other than the Contractor to provide similar or equivalent goods and/or services to the Goods and/or Services.

38.3 Where the Principal terminates the Contract under clauses 37.6, 37.7 or this clause 38, the Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal as a result of any of the matters referred to in those clauses and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered by the Principal as a debt due by the Contractor to the Principal.

38.4 When the Contract is terminated, the Contractor must:

- (a) promptly return to the Principal or destroy any of the Principal's property or Principal's Documents as directed in writing by the Principal; and
- (b) if requested by the Principal, co-operate with and assist the Principal to transition the provision of the Goods and/or Services to the Principal or to another contractor engaged by the Principal, including by complying with the terms of any agreed Transition Plan.

39 ASSIGNMENT AND SUBCONTRACTING

39.1 The Contractor shall not:

- (a) assign all or any part of its rights and obligations under the Contract; or
- (b) sub-contract the whole or any part of the Contract,

without:

- (c) the Principal's prior written approval, which must not be unreasonably withheld; and
- (d) in the case of an assignment under clause 39.1(a) where obligations are to be assigned, the proposed assignee executing a deed in favour of the Principal agreeing to comply with and be bound by the obligations of the Contractor under the Contract.

- 39.2 To avoid doubt, the Principal's approval to sub-contract does not discharge or release the Contractor from any liability or obligation under the Contract.

40 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 by the Principal or the successors of the Principal under the restructure. To avoid doubt, the Contractor may enter into a deed of assignment and assumption with the new legal entity to confirm the assignment and assumption.

41 NOTICES

- 41.1 Any notice under the Contract shall be in English, in legible writing and signed whether by hand or by electronic signature, and shall be given or served by:
- (a) hand delivery or prepaid post to the address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified address; or
 - (b) email to the email address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other email address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified email address.
- 41.2 Any notice or other communication is regarded as being given by the notifying Party and received by the receiving Party:
- (a) if by delivery in person, when delivered to the address of the receiving Party;
 - (b) if by post, 5 Business Days from and including the date of postage; and
 - (c) if sent by email, in accordance with section 14 of the *Electronic Transactions Act 2011* (WA),

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

42 GENERAL

42.1 Relationship of the Parties

- (a) The Contractor acknowledges and agrees that it is an independent contractor and not an agent of the Principal and that it has no authority to bind the Principal by contract or otherwise.
- (b) Nothing in the Contract creates a partnership, trust or agency between the Parties or imposes any fiduciary duties on either Party in relation to the other, unless expressly stated in this Document.

42.2 Severability

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

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) if it cannot be read down, severed from the Contract to the extent of the invalidity or unenforceability,

and the remainder of the Contract shall not be affected by such invalidity or unenforceability.

42.3 Variation to Contract terms

The terms of the Contract shall not be varied except by the written agreement of the Parties.

42.4 Waiver

- (a) A Party may only waive a right or power it has under the Contract by written notice to the other Party.
- (b) No forbearance, delay or indulgence by a Party in enforcing a provision of the Contract shall prejudice, restrict or limit the rights of, or the exercise of the powers of, that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach or of that right or power in the future.

42.5 Entire agreement

The 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 the Contract.

42.6 Rights are cumulative

Subject to any express provision in the Contract to the contrary, the rights of a Party under the Contract are cumulative and are in addition to any other rights of that Party.

42.7 Governing Law

The Contract and any Dispute shall be governed by the Laws of the State of Western Australia and the Parties agree that the courts of that State will have exclusive jurisdiction to deal with any Dispute.

7 EXECUTION

Principal – where executing in accordance with a delegated authority

Signed by an authorised person(s) on behalf of the Shire of Lake Grace in accordance with a resolution of the Council passed on **[insert date]**:

sign here



Chief Executive Officer
Alan Brian George

Contractor – where the Contractor is a company

EXECUTED by **[insert name]** ACN **[insert ACN]** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Date

Director/Secretary/Sole Director-Secretary
(signature)

Director/Secretary (signature)

Director/Secretary/Sole Director-Secretary
(print full name)

Director/Secretary (print full name)

Contractor – where the Contractor is an individual

SIGNED by **[insert name]** in the presence of:

Signature of Contractor

Signature of Witness

Date

Full name of Witness (print)

Address of Witness

Schedule 1 – CONTRACT SPECIFICS

CONTRACT SPECIFICS

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>CONTRACT SPECIFIC</u> |
|-------------|------------------------------------|--|
| 1. | Contract Manager | Shire of Lake Grace Address: 1 Bishop Street, Lake Grace WA 6353 Telephone: 08 9890 2500 Email: shire@lakegrace.wa.gov.au |
| 2. | Contractor's Representative | Craig Elefsen, Manager Infrastructure Services Address: 1 Bishop Street, Lake Grace WA 6353 Telephone: 0448 089 092 Email: mis@lakegrace.wa.gov.au |
| 3. | End Date | 3 years from the execution of the Contract from both parties. |
| 4. | Additional Period | 2 x 1-year extensions, carried out by written notification to the Contractor |
| 5. | Insurances | Insurances must be maintained for the duration of the Contract with the following minimum levels of cover: Public liability insurance: where applicable the Contractor shall maintain Insurance to a value of \$10 million. Products liability insurance: where applicable the Contractor shall maintain Insurance to a value of \$10 million. Workers' compensation insurance: where applicable the Contractor shall maintain insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981</i> (WA) to \$50 million. Vehicle and equipment insurance: where applicable the Contractor shall maintain Comprehensive Motor Vehicle Insurance including Third Party Liability Insurance. Professional indemnity insurance: where applicable the Contractor shall maintain insurance to a value of \$5 million. |

Schedule 2 – SPECIFICATION

1 INTRODUCTION

The Shire of Lake Grace (henceforth the Shire) is responsible for looking after four towns within its borders, Lake Grace, Newdegate, Lake King and Varley. For the town of Pingaring, the Shire is only responsible for the sports club, ovals tennis courts and the school-turned-town hall.

Only the town of Lake Grace has deep sewerage that is looked after by the Shire. The town of Newdegate also possesses deep sewerage but the Water Corporation maintains that system. The remaining towns of Lake King and Varley are on septic systems.

In regards to sewerage infrastructure that the Shire is responsible, the town of Lake Grace has a population of roughly 600 people. The majority of properties are residential, with a small section of the town dedicated to commercial properties and two separate industrial areas. Both industrial areas however are not connected to deep sewerage, instead relying on septic systems but all other properties and recreational facilities in the town are connected to deep sewerage.

2 CONTRACT REQUIREMENTS IN BRIEF

This contract seeks to establish an agreement for the contractor to provide general plumbing services to Shire assets and scheduled & unscheduled maintenance works to the Lake Grace town's sewerage infrastructure.

General plumbing services would cover inspections and repairs and/or replacements of gas, water, drainage pipes, fixtures and appliances. This would also include infrastructure to the Shire's standpipes in remote areas.

A consistent maintenance regimen and timely resolution of incidents for the Lake Grace sewerage system is also required from the Contractor, with this contract defining the areas of responsibilities split between the Contractor and the Shire and bestowing powers that will streamline the process of carrying out works.

Plumbing works arising from capital works (construction or refurbishment of buildings, etc.) worth more than an estimated \$200,000 shall not be covered by this contract and will require a separate arrangement.

3 BACKGROUND INFORMATION

3.1 General Maintenance

The Shire is responsible for looking after the maintenance of all halls, pavilions, public toilets which are present in all towns (Lake Grace, Newdegate, Lake King, Varley). In the towns of Lake Grace and Newdegate there are also the medical centres to look after, with the Lake Grace Medical Centre staffed on weekdays and the Newdegate Medical Centre only staffed on Wednesdays (though access can be arranged).

Museums are present in Lake Grace (Australian Inland Mission, RSL Hall), Newdegate (Hainsworth Building) and Varley (Varley Museum), however extra care will need to be taken with works on these buildings as they are heritage listed. All inquiries are to be directed to the Shire's Supervisor as to what can and cannot be done.

Only Newdegate and Lake Grace have public swimming pools. The Shire owns the Lake Grace Swimming Pool however usage for public purposes of the Newdegate Swimming Pool is licensed from the Department of Education, and as such plumbing works at this facility must be carried out under strict guidance of the Shire's Representative.

There are libraries in Lake Grace, Newdegate and Lake King, however each are under different agreements and the Shire is only responsible for building maintenance at the Lake King Library.

There are 18 standpipes situated around the shire, with a few being in towns and the majority being in remote areas. Of these 18 standpipes, the Shire is tasked with maintaining 14 of them, which are all—except for the Varley Town standpipe—connected to Water Corporation mains supply. Any plumbing past the water meter will be the Shire's, and the Contractor's, responsibility to fix. Each of these standpipes also has a reduced pressure zone device that must be tested annually, which will be included within this contract's scope of works.

Asides from public facilities, the Shire also owns and manages residential houses for staff, with all of them being located in Lake Grace. The Contractor will be called upon to look at any plumbing issues arising at these properties.

3.2 Lake Grace Sewerage System

The sewerage infrastructure assets owned by the Shire of Lake Grace is set out below:

- Four (4) pump stations each containing
 - Control panel for controlling submersible pumps
 - A pair of submersible pumps that alternate duty
 - Hydrostatic level sensor
 - Access ladder
 - Rising bronze pipe attached to submersible pump outlet
 - Layflats for Caravan Park pump station only
- Rising mains
 - 650m of poly pressure pipe
 - 190m of PVC
 - 680m of mild steel cement lined (MSCL)
- Gravity mains
 - 5.8km of PVC
 - 430m of vitrified clay pipe
 - 72m of asbestos cement pipe
- Imhoff tank, above ground with 229m³ of capacity
- Sludge-drying bed, 22m x 10m x 1m depth
- Treatment pond 1, 95m x 62m
- Treatment pond 2, 125m x 43m

The Contractor will be expected to perform repairs or replacements on all of these assets except for the treatment ponds and the replacement of the Imhoff tank. The Contractor shall be allowed to bring in additional assistance for work they are unable to perform i.e. electricians, additional plumbers, engineers, hiring of plant, etc. after informing the Shire.

For scheduled maintenance works, the Contractor is expected to carry out such works without prompt from the Shire. After the completion of works, the Contractor will fill out a service form detailing

conditions of the assets, rectification work done and any other noteworthy details and submit that back to the Shire for recordkeeping, along with their invoice.

For unscheduled repair works, the Shire reserves the right to request immediate attention from the Contractor to minimise potential damage to stakeholders, i.e. be on-call at all times. If unable to immediately attend, a maximum delay of two (2) days will be allowed for the Contractor to attend to the incident and stop any ongoing damage, however if the incident is critical and the Contractor is unable to attend to the incident the Shire reserves the right to seek other plumbers for repairs.

4 DEFINITIONS

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

| | |
|---|--|
| Contractor's Representative: | Means any Officer or person duly authorized by the Contractor, in writing, to act on their behalf for the purpose of the Contract; |
| Principal's Representative: | Means any Officer or person duly authorized by the Principal, in writing, to act on their behalf for the purpose of the Contract; |
| Works or Services: | Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract; |
| Superintendent: | Alan George, Chief Executive Officer; |
| Superintendent's Representative: | Craig Elefsen, Manager Infrastructure Services & John Gambuti, Infrastructure Supervisor. |

5 SCOPE OF WORKS

5.1 Superintendent Supervision

The Superintendent's Representative shall be able to direct the Contractor to perform any works they are able to (certified/qualified for the works and within all legal requirements).

While carrying out works under this contract, the Contractor's liaison for any questions shall be the Superintendent's Representative.

References to the Shire's Representative shall have the same meaning as the Superintendent's Representative.

5.2 General Plumbing Services

The Contractor will be called upon by the Shire to either rectify issues reported to the Shire, or to investigate an issue with an unknown cause. Typical issues include gas leaks, faucets and showerheads trickling, perished seals in toilets or other causes of odour problems, toilet or drain blockages, among other issues. The Contractor may also be asked to replace toilets and cisterns, sinks (both residential and commercial types), re-plumb fixtures, install solar or gas hot water systems, and dig up and replace septic systems.

It is expected that the plumber will spend on average of 4-6 hours of work per week for the Shire under general plumbing works. However the distribution of hours will be highly variable, with some weeks requiring no plumbing work and others requiring up to 20 hours per week.

5.3 Sewerage System - Scheduled Maintenance

The Contractor is expected to carry out the following scheduled works for the Lake Grace Town's sewerage system:

| | |
|-----------|---|
| Monthly | <ul style="list-style-type: none"> • Clean out wet wells of any grease and wash down walls at each pump station. Water can be retrieved from the standpipe in town for free but the Contractor must supply their own pod for carrying the water and a pressure jetter; • Collect floatables off the top of the wastewater in the Imhoff tank's middle chamber and dispose of (by burying or other means); • Break up of hardened sludge sitting on top of the Imhoff tank's side chambers, whether through mechanical means like prodding and poking or by softening through jet watering to encourage the sludge to sink and start the anaerobic digestion process; • De-sludge the Imhoff tank, drawing off the sludge through opening the valve until the sludge turns from black to brown (if initial sludge drawn off stays brown for 10 seconds, close the valve as sludge has not digested yet); • Pressure wash the lower slots of the side chambers to remove any accumulated sludge, best done after de-sludging. Additionally pressure wash the sides of the middle chamber to reduce build-up of sludge. |
| Annual | <ul style="list-style-type: none"> • Inspection of access chambers on years when a CCTV inspection does not occur (once every three years starting from 2020) and delivery of a conditional report to the Shire; • Greasing of access chamber lids, done at the same time as access chamber inspections (either by CCTV inspectors on those years or the plumber under contract); • Flushing of all sewerage mains to clear out any residual debris or grease buildups. Water from the town standpipe can be used and poured into the highest level of each branch of the sewerage reticulation (consult the Shire as to where these points are). |
| As Needed | <ul style="list-style-type: none"> • Replacement of pipes or access chambers (or its components – benching, ladders, covers) according to the Shire's capital replacement plan. |

In terms of hours spent on the Lake Grace sewerage system, it has been roughly estimated to require 9-12 hours per month, plus another 100-120 hours annually.

5.4 Sewerage System - Unscheduled Maintenance

The Contractor must be able to perform repairs to the following faults with the sewerage infrastructure within two (2) days of being notified by the Shire.

- Burst mains – Isolate spill location, stop flow, patch or replace pipe;
- Mains blockage – Locate and unblock, replace pipe in case of a collapsed pipe;
- Flooding access chamber – Locate blockage and unblock, transfer wastewater to further down the reticulation if in danger of severe spill;
- Pump failure – Install replacement pump with a spare from Shire's stock, will require assistance of an electrician;
- Sensor failure – Electrician will be mainly handling this fault but the Contractor may be called in to deal with high wastewater levels inside the wet wells at the pumps station.

If repairs cannot be completed within that duration, any further risks of overflows or spills must be addressed to halt further damage, counted against the same deadline.

Further information for resolving these situations can be found in the Shire's "Contingency Plans" document, which may be freely requested from the Shire in both digital and paper forms.

It is a bit difficult to estimate the amount of time required for unscheduled maintenance of the Lake Grace sewerage system. The Shire advises to assume 6 hours of work per month.

5.5 Sewerage System - Asset Responsibility

Using the list of infrastructure assets in Section 3 "Background Information", the following table lists which assets will be primarily responsible for providing replacements. Note that this is for the supply of replacement assets only, not for the following installation.

| Asset Class | Supplied and installed by Shire | Supplied by Shire, installed by Contractor | Supplied and installed by Contractor |
|-----------------------------------|--|---|--|
| Pump Stations | <ul style="list-style-type: none"> Chequer plate covers Control panel Fencing Hydrostatic level sensor Submersible pumps | <ul style="list-style-type: none"> Hydrostatic level sensor Submersible pumps | <ul style="list-style-type: none"> Access ladder Benching Concrete covers Pipe fittings & junctions Pump Station - Rising pipes (including layflat) |
| Rising Mains | Nil | Nil | <ul style="list-style-type: none"> MSCL pipes* Poly pressure pipes PVC pipes |
| Gravity Mains | Nil | Nil | <ul style="list-style-type: none"> Asbestos cement pipes* PVC pipes Vitrified clay pipes* |
| Access Chambers | Nil | Nil | <ul style="list-style-type: none"> Access ladder Benching Covers Pipe fittings & junctions |
| Wastewater Treatment Plant (WWTP) | <ul style="list-style-type: none"> Access gate Access road Fencing Imhoff Tank Sludge-drying bed Treatment ponds | Nil | <ul style="list-style-type: none"> Treatment pond overflow pipe |

* Gravity mains that are not of PVC make are to be replaced by PVC or copper when replacement works are to be undertaken.

While responsibility of asset replacements are set out in the above table, the Shire and Contractor can agree to have another party replace their responsible assets on a case-by-case basis. This also includes any asset components not specified above.

The Shire's second yard on Mason Street can be used to store spare parts and materials so that there is no need to wait for materials to be freighted in before repairing faults.

5.6 Contractor Unavailability & Alternate Suppliers

If the Contractor is unable to carry out the contracted works as directed by the Shire due to being away on holidays, compassionate leave, personal injury or caring for the injury of a close relation, being unable to travel or being under quarantine, machinery breakdown or loss of tools, loss of accreditation or license, or any other reason, and the contracted works cannot be deferred until a time the Contractor

is able to carry out the works, the Shire reserves the right to seek other plumbing contractors to carry out the works instead. Works carried out by other plumbers in these circumstances shall not constitute a breach of this contract, as the Shire has a duty to uphold levels of service for the provision of sewerage service to the customers (occupiers and ratepayers living in the Lake Grace townsite).

The Contractor must inform the Shire if they intend to take time off. Prior notice requires a minimum of three (3) days if away for more than a fortnight, one (1) week if away for more than a month, and a fortnight if away for more than three months.

The Contractor may decline to carry out contract works issued by the Shire, however the Contractor must provide a reason to the Shire's Representative that they find reasonable relative to the importance of the work.

6 TRAINING COSTS

The Contractor may request from the Shire to cover any training costs for additional licenses, tickets, certification and permits. Acceptance of the costs is at the discretion of the Shire's Representative.

7 CESSATION OF OPERATIONS

If the Contractor intends on closing their business, or is forced to by other circumstances, they must inform the Shire as soon as practicable. Upon an agreed date in writing, this contract shall be terminated. The Shire can then engage another supplier who had applied for the original request for quote to place under contract without the need to undergo another request for quote process. The expiration date of the new contract shall be the same as the terminated contract.

8 EXTENSION OF CONTRACT DURATION

The Shire retains the right to extend the duration of this contract by one (1) year, up to two (2) times. The starting date of the extension shall be what currently the expected end date of the contract is, except if:

- the contract has been or will be terminated due to a breach of a provision in this contract;
- through a mutual agreement between the Shire and the Contractor to terminate the contract;
- the Contractor becomes insolvent;
- the contract's term has already been extended twice under this Section (extensions through other regulations are still applicable),

in which case no extension will be granted.

Contract duration extensions are carried out through a formal letterhead issued by the Shire to the Contractor indicating the Shire's intention, the start date of the extension and the end date of the extension. The Contractor is not required to acknowledge or respond to the extension letter for it to take effect.

9 PLANT & EQUIPMENT

The Contractor must supply all tools and vehicles required to carry out their work. The Shire is able to supply a tripod for attaching a block and chain, and a swipe card to enable taking of water from the standpipe on Dewar Street free of charge to carry out works under this contract. Any additional or replacement tools that the Contractor requires are to be supplied by them at their own cost.

Should the Contractor require additional plant such as loaders or tip trucks, the Contractor may request the Shire to provide them from the Shire's fleet. Otherwise the Contractor shall be responsible for sourcing plant as needed after informing the Superintendent's Representative. Verbal approval from

the Superintendent's Representative shall be required at minimum, though approval in writing (i.e. letterhead, email or text message) is ideal. Costs associated with plant hire will be covered by the Shire via invoice from the company supplying the plant.

10 QUOTATIONS & PURCHASE ORDERS

The Shire may request a quote for maintenance or replacement works under this contract in order to issue a purchase order. However the Contractor may perform the works under direction of the Shire's Representative without the need for a purchase order. In such cases, upon the completion of works the Contractor can submit to the Shire an invoice without a purchase number referenced which the Shire will process and pay as normal.

For scheduled maintenance works on the sewerage system per Section 5.3 "Scheduled Maintenance", a standing purchase order will be issued for that financial year, with line items covering each month.

11 PRICING AND RATES

The Shire requests the Contractor to provide hourly rates for their work during ordinary hours and after-hours (includes emergency callouts during this time), and travel costs in both labour time and distance. The Shire will cover parts at-cost, though the Shire may ask for evidence of the cost of the parts on occasion. This information will comprise part of the Contractor's response to the quote, and is found in Schedule 3 – Cost Proposal

Per Section 6 "Plant & Equipment", plant hire from a company other than the Contractor will require prior approval from the Superintendent's Representative, as the invoice for the plant hire will be sent directly to the Shire for payment.

Ordinary hours will be defined as from 6:00 am to 6:00 pm. After-hours will be defined as from 6:00 pm to 6:00 am. Jobs that may run from ordinary hours into after-hours needs approval from the Shire's representative, lest the job be paid at ordinary hour rates regardless of how long the Contractor has worked into the after-hours period.

Contractors who own their own plant may also use the second table in the same schedule to provide hourly wet hire rates.

12 INFORMATION REQUIRED ON INVOICES

All invoices issued to the Shire for contract works carried out will require the following information:

- Short description of works including location;
- Date of when the works were started;
- Date of when the works were completed;
- Labour during ordinary hours, in hours, to be charged to Shire;
- Approved labour during after-hours, in hours, to be charged to Shire;
- Own plant usage hours, to be charged to Shire;
- Total travel time to be charged to Shire (if over 30 minutes);
- Total travel distance to be charged to Shire (if over 50 kilometres);
- List of parts purchased for the job, itemized with individual costs, to be charged to Shire;
- Freight for parts, to be charged to Shire;
- For scheduled work, attached job report sheet as seen in Schedule 4.

13 WASTE DISPOSAL AND FEES

If, as part of a plumbing job, materials, equipment or waste is required to be disposed of at one of the Shire of Lake Grace's tips, the Contractor may dispose of it free of charge (normal tip fees are waived).

The Contractor is to make an effort to carry out disposal during the tip's ordinary operating hours. If disposal must occur outside of ordinary operating hours, they are to request access to the designated tip from the Shire's Representative.

Any and all disposals into the Lake Grace or Newdegate Tips will need to be recorded down (time of disposal, vehicle registration, type of waste, amount of waste in cubic metres) the same as waste disposal from regular drop-offs, per the Shire's licenses to operate those premises.

Time and labour spent disposing of waste is claimable on invoices.

Schedule 3 – Cost Proposal

| Cost Component | \$ Cost (inc. GST) | \$/unit |
|-----------------------------|---------------------------|----------------|
| Labour – Ordinary hours | | /hour |
| Labour – After-hours | | /hour |
| Travel – Time spent | | /hour |
| Travel – Distance traversed | | /km |
| Parts | At-cost | /item |

| Plant with Operator | \$ Cost (inc. GST) | \$/unit |
|----------------------------|---------------------------|----------------|
| | | /hour |
| | | /hour |
| | | /hour |
| | | /hour |
| | | /hour |
| | | /hour |
| | | /hour |
| | | /hour |
| | | /hour |

Schedule 4 – Job Report Sheet

| Pump Station | Main Pump Station Mason Street |
|--|---|
| Grease on walls? | None / Some / Caked |
| Grease on level sensor? | None / Some / Caked |
| Condition of rising pipe | Good / Rusted / Leaking / Loose join / Other: |
| Condition of access ladder | Good / Rusted / Loose join / Other: |
| Condition of chequer plate cover | Good / Rusted / Loose join / Missing lock / Other: |
| Condition of level sensor readings | Stable / Jittery / Off-level / Other: |
| Pump control operation | Fine / Pump 1 offline / Pump 2 offline / Both offline |
| Grease cleaned out of wet well? | Yes / Partially / No |
| Additional notes | |
| Date of cleaning & inspection (dd/mm/yy) | |
| Servicer (Name & Business) | |

| Pump Station | Caravan Park Pump Station |
|--|---|
| Grease on walls? | None / Some / Caked |
| Grease on level sensor? | None / Some / Caked |
| Condition of rising pipe | Good / Rusted / Leaking / Loose join / Other: |
| Condition of access ladder | Good / Rusted / Loose join / Other: |
| Condition of chequer plate cover | Good / Rusted / Loose join / Missing lock / Other: |
| Condition of level sensor readings | Stable / Jittery / Off-level / Other: |
| Pump control operation | Fine / Pump 1 offline / Pump 2 offline / Both offline |
| Grease cleaned out of wet well? | Yes / Partially / No |
| Additional notes | |
| Date of cleaning & inspection (dd/mm/yy) | |
| Servicer (Name & Business) | |

| Pump Station | Netball Courts Pump Station (RV Dump Point) |
|--|---|
| Grease on walls? | None / Some / Caked |
| Grease on level sensor? | None / Some / Caked |
| Condition of rising pipe | Good / Rusted / Leaking / Loose join / Other: |
| Condition of access ladder | Good / Rusted / Loose join / Other: |
| Condition of chequer plate cover | Good / Rusted / Loose join / Missing lock / Other: |
| Condition of level sensor readings | Stable / Jittery / Off-level / Other: |
| Pump control operation | Fine / Pump 1 offline / Pump 2 offline / Both offline |
| Grease cleaned out of wet well? | Yes / Partially / No |
| Additional notes | |
| Date of cleaning & inspection (dd/mm/yy) | |
| Servicer (Name & Business) | |

| Pump Station | Hospital Pump Station |
|--|---|
| Grease on walls? | None / Some / Caked |
| Grease on level sensor? | None / Some / Caked |
| Condition of rising pipe | Good / Rusted / Leaking / Loose join / Other: |
| Condition of access ladder | Good / Rusted / Loose join / Other: |
| Condition of chequer plate cover | Good / Rusted / Loose join / Missing lock / Other: |
| Condition of level sensor readings | Stable / Jittery / Off-level / Other: |
| Pump control operation | Fine / Pump 1 offline / Pump 2 offline / Both offline |
| Grease cleaned out of wet well? | Yes / Partially / No |
| Additional notes | |
| Date of cleaning & inspection (dd/mm/yy) | |
| Servicer (Name & Business) | |

| Imhoff Tank Checklist | Tick Completed |
|--|-----------------------|
| Removed floatables off the surface of sedimentation (middle) chamber | |
| Jet wash sludge off sediment chamber walls | |
| Break up hard scum on surface of digestion (side) chambers (either mechanically or with wetting) | |
| De-sludged until brown effluent | |
| Jet wash sediment slot at bottom of sediment chamber (if water level low enough after de-sludging) | |
| Disposal/burial of floatables from sediment chamber and where | |
| Sludge-drying beds emptied (if full) | |
| Additional notes | |
| Date of cleaning | |
| Servicer (Name & Business) | |

