



# AGENDA

24<sup>th</sup> of July 2024

## ORDINARY COUNCIL MEETING

To be held at the Shire of upper Gascoyne's Administration Building located at 4 Scott Street, Gascoyne Junction, commencing at 10.45am

### DISCLAIMER

#### Disclaimer

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

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

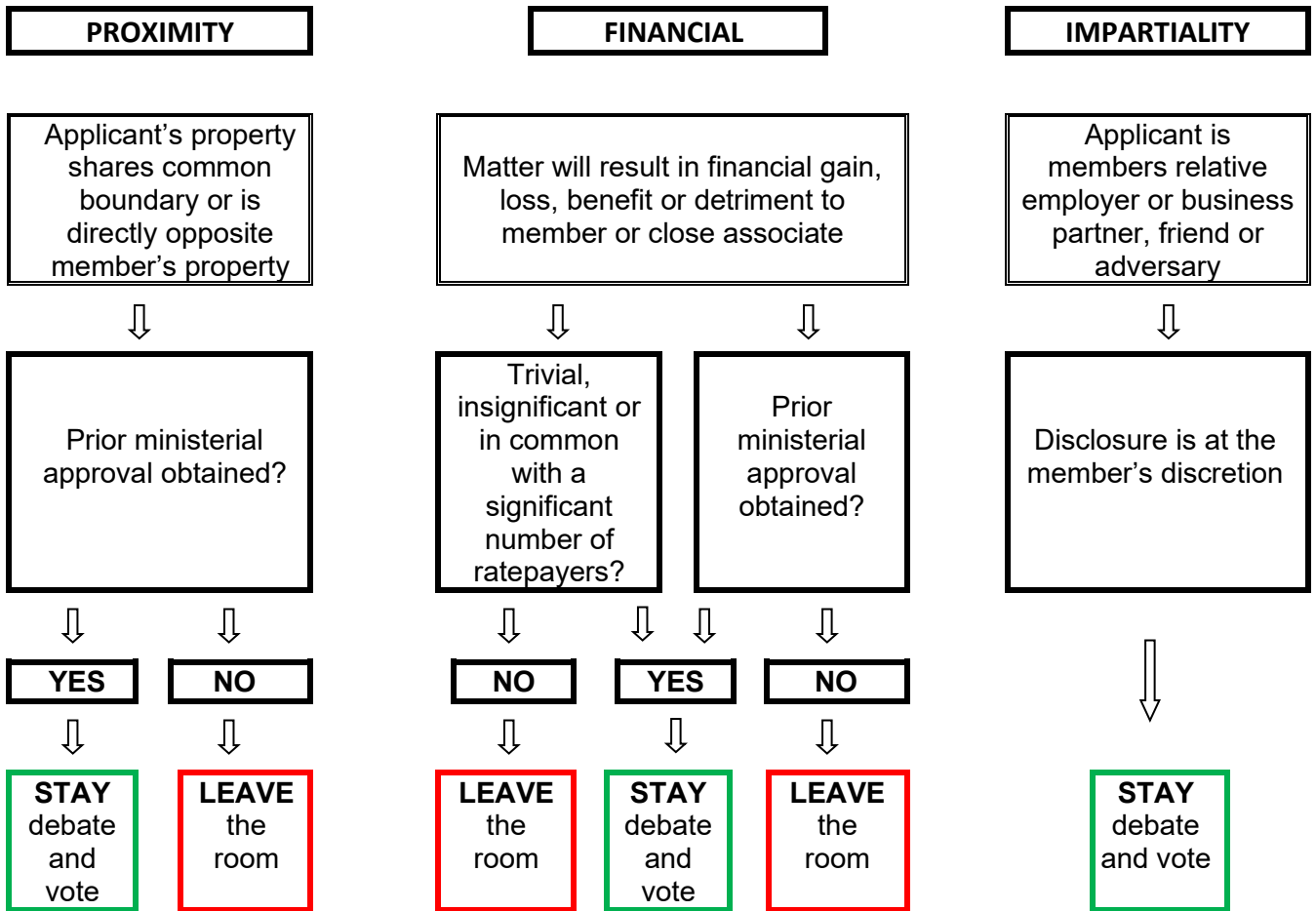
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In particular and without derogating in any way from the broader disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Upper Gascoyne during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Upper Gascoyne. The Shire of Upper Gascoyne warns that anyone who has an application lodged with the Shire of Upper Gascoyne must obtain and should only rely on written confirmation of the outcome of the application, and any conditions attached to the decision made by the Shire of Upper Gascoyne in respect of the application.



John McCleary, JP  
CHIEF EXECUTIVE OFFICER

## \* Declaring an Interest



**Local Government Act 1995 - Extract**

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

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

(Penalties apply).

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

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

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

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

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

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

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

**5.71 - Employees to disclose interests relating to delegated functions.**

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

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

**'Local Government (Administration) Regulations 1996 - Extract**

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

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



**SHIRE OF UPPER GASCOYNE**  
**AGENDA FOR THE ORDINARY MEETING OF COUNCIL TO BE HELD AT THE SHIRES**  
**ADMINISTRATION BUILDING ON THE 24<sup>th</sup> OF JULY 2024 COMMENCING AT 10.45AM**

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**SHIRE OF UPPER GASCOYNE  
AGENDA FOR THE ORDINARY MEETING OF COUNCIL TO BE HELD AT THE SHIRES  
ADMINISTRATION BUILDING ON THE 24<sup>TH</sup> OF JULY 2024 COMMENCING AT 10.45AM**

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**1. DECLARATION OF OPENING / ANNOUNCEMENTS OF VISITORS**

The Shire President welcomed those present and declared the meeting open at \_\_\_am

**2. ATTENDANCE, APOLOGIES AND APPROVED LEAVE OF ABSENCE**

**2.1 Councillors**

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

**Staff**

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

**Visitors**

Joshua Kirk	Greenfield Technical Services
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**2.2 Absentees**

**2.3 Leave of Absence previously approved**

Nil

**3. APPLICATION FOR LEAVE OF ABSENCE**

**4. PUBLIC QUESTION TIME**

**4.1 Questions on Notice**

Nil

**4.2 Questions without Notice**

5. DISCLOSURE OF INTEREST
6. PETITIONS/DEPUTATIONS/PRESENTATIONS
7. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION
8. MATTERS FOR WHICH THE MEETING MAY GO BEHIND CLOSED DOORS
9. CONFIRMATION OF MINUTES FROM PREVIOUS MEETINGS

9.1 Ordinary Meeting of Council held on 26<sup>th</sup> of June 2024.

**OFFICER RECOMMENDATION / COUNCIL RESOLUTION**

Council Resolution No: 01072024			
<b>MOVED:</b>	<b>CR:</b>	<b>SECONDED:</b>	<b>CR:</b>
That the Unconfirmed Minutes from the Ordinary Meeting of Council held on the 26 <sup>th</sup> of June 2024 be confirmed as a true and correct record of proceedings.			
<b>FOR: CR</b>		<b>AGAINST: CR</b>	
<b>F/A:</b>			

**10. REPORTS OF OFFICERS**

Council Resolution No: 02072024			
<b>MOVED:</b>	<b>CR:</b>	<b>SECONDED:</b>	<b>CR:</b>
That Council receive the Executive Manager of Finance and Corporate Services Executive Manager of Works and Services and the Chief Executive Officer reports as read.			
<b>FOR: CR</b>		<b>AGAINST: CR</b>	
<b>F/A:</b>			

## 10.1 Manager of Finance and Corporate Services Report

The whole team is focused on completing year end reconciliations in preparation for the Annual Financial Statements as well as drafting the 24/25 Annual Budget for the Shire. It is a huge task that needs to be completed so that the Shire can continue to operate and provide services to our community.

On Wednesday 24 July we will be holding a Budget Workshop with Council to finalise projects and expenditure and ensure we are meeting our community plan key objectives. It is anticipated that the budget will be adopted at the August 2024 Ordinary Council Meeting.

Even though we are short staffed at present the team has worked extremely well and should be commended for their efforts. Well done.



### Community Resource Centre Update

Author – Ainsey Hardie, Tourism & Community Development Officer

The Gascoyne Junction Community Resource Centre has been listed as a finalist in the upcoming DPIRD CRC Organisation Awards. The judging panel has been impressed by the vast impact that CRCs have in creating resilient regional communities across Western Australia. Gascoyne Junction is a finalist in the Innovative Service Delivery Award for the Upper Gascoyne Youth Group. This award will be announced at the upcoming CRC Conference in July. DPIRD will be visiting Gascoyne Junction on Monday July 8 to record a video to be played at the CRC conference.

As we begin a new financial year we have secured funding agreements for the ongoing provision of services for the State Library, Services Australia and DPIRD for our overall CRC funding. A new action plan is in progress for the next three years for the CRC as a benchmark for reporting.

I attended an online session regarding the Local Government Public Health Policy that all LGAs will need to adopt by 2026. There will be several stages in bringing this policy into effect including consulting with MidWest Health to establish our Healthy and Wellbeing Profile from data, public consultation and meetings to best understand the priorities for our community. More details and a timeline for this project will be available after the release of the State Public Health Plan in October.

Work continues on the Gascoyne Connect Mining Symposium to be held in Gascoyne Junction on Thursday September 5. The program for the day's event is almost finalised with the last of speakers being locked in ready send to our invitees. A save the date has already been sent. The aim of the event is to support ongoing relationships between the mining and resource sector and the Upper Gascoyne community and to also establish new relationships. By working collaboratively, the event aims to identify potential gaps and problems as well as highlight what is working well as we continue to work together to find solutions to ensure a positive and sustainable mining industry in the Upper Gascoyne and extended Gascoyne region. This all day event will include keynote speakers and round table discussions throughout the day before a complimentary networking Outback BBQ dinner under the stars and is being supported by GDC.

The Shire of Upper Gascoyne sponsored a prize in the 2023 Astrofest Astrophotography Awards. The winner visited the region in early June and captured night images across the Shire. This image of Temple Gorge is an example and a contender for the 2024 Awards. On Saturday July 6 our Dark Sky Camera went live. Each night through timelapse images of the Gascoyne Junction night sky are sent to the Global Meteor Network in Canada to be included in data used in understanding meteors. These images are now available on our webpage to share with the wider community. This is yet

another important part of our submission as we begin the process to become an International Dark Sky Community.



July has seen two Stargazing nights presented to tourists in the area. 26 visitors attended the events over two nights, one held in Gascoyne Junction and a second at Mount Augustus. This inaugural event has had positive feedback and we will continue to offer these in August and September. These nights have coincided with school holidays. There has been a noticeable increase in visitors over this period with high occupancy rates in both tourist parks.

In partnership with the Gascoyne Junction Remote Community School in Term 3 we will be offering a free Auskick Clinic for residents of the Upper Gascoyne. Both Shire and School staff have put their hands up to volunteer to assist at these clinics. Many hands make light work so if anyone can assist for one, a few or all of these 10 clinics please let the CRC staff know.

CUSTOMER SERVICES & ENQUIRIES		2023.2024	2022.2023	YTD	Jun-24	Jun-23	JUNE DIFF
		TOTAL	TOTAL	DIFF			
Admin Support	Faxes	1	0	1	0	0	0
	Photocopying/Printing/Scanning/Emailing	22	25	-3	1	3	-2
	Laminating/Binding	0	1	-1	0	0	0
	Hot Office Bookings	4	1	3	0	1	-1
	External Training and Course	1	0	1	0	0	0
CRC	1:1 Assistance to Community Members	39	30	9	0	4	-4
	Computer/Internet Access	39	34	5	0	3	-3
	Community Education Events	1	2	-1	0	1	-1
	Community Social Events	24	16	8	0	3	-3
	Community Economic Seminars	3	1	2	0	0	0
	Department of Human Services	15	16	-1	0	0	0
	Government Access Point	43	37	6	0	0	0
	Use of Paid WIFI Services	3	3	0	0	0	0
Use of FREE WIFI Hub	42	27	15	0	5	-5	
Tourism	Road Condition Requests	591	830	-239	91	121	-30
	General Tourism Information	1644	1036	608	172	164	8
	Book Sales	25	29	-4	3	4	-1
	CRC Merchandise Sales	310	308	2	18	31	-13
	Walking Tours	70	70	0	0	4	-4
Info	Phonebook Purchases	0	0	0	0	0	0
	Gassy Gossip yearly subscription	5	0	5	0	0	0
Health	Gassy Gossip Advertisement	0	0	0	0	0	0
	Video Conference/Telehealth	1	8	-7	0	0	0
Agencies	RFDS Support	33	11	22	4	0	4
	Medical Clinic Visits	120	82	38	8	16	-8
	Library	109	93	16	0	6	-6
	Postage Sales	124	94	30	10	4	6
Agencies	Postage Collection	68	68	0	64	63	1
	Department of Transport	45	34	11	2	4	-2
	Horizon Power	104	68	36	7	6	1
<b>Total Customer Service Enquiries</b>		<b>3486</b>	<b>2924</b>	<b>562</b>	<b>380</b>	<b>443</b>	<b>-63</b>

**General Ledger Detail Trial Balance**

(frmGLTrialBalance)

Options : Year 23/24, From Month 12, To Month 12, By Responsible Officer (CRC INCOME CRC INCOME ACCOUNTS - MONTHLY REPORTING)

RespOf	Account	Description	Opening Bal	Movement	Balance
Division	GEN				
CRC INC	10841310	Commission Centrelink : CRC	-8,020.69	-741.60	-8,762.29
CRC INC	10841330	Transport Commission: CRC	-1,363.87	-15.53	-1,379.40
CRC INC	10841340	Postal Agency Commission: CRC	-7,354.51	-666.67	-8,021.18
CRC INC	10841350	CRC Room Hire Income	-109.10	0.00	-109.10
CRC INC	10841360	Income from Events Held	-52,908.18	0.00	-52,908.18
CRC INC	10841380	Postal Agency Sales	-998.69	-121.54	-1,120.23
CRC INC	10841390	Sales: Books/Maps/Souvenirs/Sundries	-1,145.76	-153.40	-1,299.16
CRC INC	10841500	Grant: CRC Operating	-48,000.00	-3,000.00	-51,000.00
CRC INC	10842590	Community Fund Monies Held in Trust Transferred to CRC	-462.26	0.00	-462.26
CRC INC	10842600	CRC Income Misc.	-3,216.73	-5.82	-3,222.55
CRC INC	10842610	CRC Merchandise Sales	-6,561.31	-325.52	-6,886.83
Total	CRC INCOME		<u>-130,141.10</u>	<u>-5,030.08</u>	<u>-135,171.18</u>
Total for division	GEN		<u>-130,141.10</u>	<u>-5,030.08</u>	<u>-135,171.18</u>
Grand Total			<u>-130,141.10</u>	<u>-5,030.08</u>	<u>-135,171.18</u>

**10.2 Manager of Works and Services Report****General:**

July is always a busy month as we close out the last financial year and prepare for the next. We have successfully completed all of works programs and continue to deliver our ongoing projects in town. The town crew have enjoyed a bit of time off during the school holidays and we have welcomed Mitchell Hoseason-Smith to the crew on a part time basis. Mitchell replaces Dave Miller as he has decided to end his part time tenure with the Shire. I would like to thank Dave for his commitment and efforts, we wish him well.

The new 3x2 staff house is coming along nicely as is the newly acquired 3x1 on Hatch Street. Sean has engaged a contractor from Carnarvon to complete landscaping and gardening in the next month or so. The painters and electricians will complete the renovations at the 3x1 this month. We are hoping to have both completed in the next two months.

**Works Crew:**

The works crew are working on the Landor Mt Augustus Road. We have been fortunate enough to receive an additional \$200,000 in Aboriginal Community Access funds from Regional Road Group, we are liaising with the Burringurrah community as to accessing gravel and water and the best place to expend the monies.

Clive Ryder has joined our works crew. Clive will replace Ian Golding and fill in on the construction crew when required. He has teamed up with Ray in the other maintenance grader on Cobra Dairy Creek as he settles in. Unfortunately, sections of the Carnarvon Mullewa Road were damaged in the last rain event. We were fortunate enough to have one of THEM's multi rollers on site and completed a grade and roll from Pells to the Murchison boundary while we had plenty of moisture in the road. I have also had Boyd Leeson completing grading on the Pimbee and Winderie Callagiddy roads while there is moisture. Unfortunately, Boyd was away for a week or so due to personal reasons, however he is back in the saddle and will continue onto Carey Downs roads in the next week or so.

We will have a jet patching truck here early next month to carry out repairs on various sections of bitumen. Lance from ABBL Contracting has sourced the truck and will help oversee the repairs. Once repairs are complete, Greenfields will assist in auditing our entire bitumen network and provide a detailed maintenance program to us. This audit will inform us of our reseal program for the next 5-10 years.



Due to the recent rains and unavailability of accommodation, THEM have delayed the repairs to Ullawarra Road. They are expected to begin works by the 21<sup>st</sup> July and take approximately two weeks to complete.

### 10.3 Chief Executive Officers Report

This has been a relatively short month for me as I have been away in Perth with medical appointments taking front and centre. During my absence Andrea and Jarrod managed to keep the ship afloat.

It is with a heavy heart that we acknowledge the sad passing of Betty Fletcher. Obviously, Betty was deeply respected and loved by many within our very small community, and she will be greatly missed. Prior to Betty becoming unwell I managed to spend a couple of weeks with her helping to feed the sheep whilst Thomas was away in Perth. Betty and I shared many a good story and laugh as I grew up with many of her Shark Bay relatives.

This month is still all about the budget. We now have notification on all revenue sources – RRG, R2R, LRCI, FAG and Rates. By all accounts our Financial Assistance Grant has received the largest increase of any Local Government in the State. This is largely a result of having our Asset Preservation Value correctly accounted for. The APV is a measure that pervades all the grants, as such, the work undertaken over numerous years is now starting to pay dividends.

Work has commenced on addressing issues raised under the Reg 17 and the Financial Management Review, over time you will see various Strategic Documents, Policies and the like come forward.

10.4 ACCOUNTS & STATEMENTS OF ACCOUNTS	
<b>Applicant:</b>	Shire of Upper Gascoyne
<b>Disclosure of Interest:</b>	Nil
<b>Author:</b>	Andrea Pears - Ex Man Finance and Administration
<b>Date:</b>	16 July 2024
<b>Matters for Consideration:</b>	<p>To receive the List of Accounts Due &amp; Submitted to Ordinary Council Meeting on Wednesday the 24<sup>th</sup> of July 2024 as attached – see <a href="#">Appendix 1</a>.</p> <p>In addition to the List of Accounts and as part of this agenda report, Council are also requested to receive the Legal Expenses report. This report details all legal costs incurred to the end of this reporting period for both general legal and rates debt recovery expenses – refer to <a href="#">Appendix 1</a>.</p>

<b>Background:</b>	The local government under its delegated authority to the CEO to make payments from the municipal and trust funds is required to prepare a list of accounts each month showing each account paid and presented to Council at the next ordinary Council meeting. The list of accounts prepared and presented to Council must form part of the minutes of that meeting.
<b>Comments:</b>	The list of accounts are for the month of June 2024
<b>Statutory Environment:</b>	<p>Local Government (Financial Management Regulations) 1996</p> <p><b>13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.</b></p> <p>(1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —</p> <p>(a) the payee's name; and</p> <p>(b) the amount of the payment; and</p> <p>(c) the date of the payment; and</p> <p>(d) Sufficient information to identify the transaction.</p> <p>(2) A list of accounts for approval to be paid is to be prepared each month showing —</p> <p>(a) for each account which requires council authorisation in that month —</p> <p style="padding-left: 40px;">(i) the payee's name; and</p> <p style="padding-left: 40px;">(ii) the amount of the payment; and</p> <p style="padding-left: 40px;">(iii) sufficient information to identify the transaction; and</p> <p>(b) the date of the meeting of the council to which the list is to be presented.</p> <p>(3) A list prepared under sub regulation (1) or (2) is to be —</p> <p>(a) presented to the council at the next ordinary meeting of the council after the list is prepared; and</p> <p>(b) recorded in the minutes of that meeting.</p>
<b>Policy Implications:</b>	Purchasing Policy
<b>Financial Implications:</b>	2023/2024 Budget
<b>Strategic Implications:</b>	<p>SCP – Objective 4 – Our Leadership – 4.2 An efficient and effective organisation.</p> <p>Strategy 4.2.2 Maintain accountability and financial responsibility through effective planning.</p> <p>Strategy 4.2.3 Comply with statutory and legislative requirements.</p>
<b>Risk:</b>	

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

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

<b>Consultation:</b>	Nil										
<b>Voting requirement:</b>	Simple Majority										
<b>Officer's Recommendation:</b>	<p>That Council endorse the payments for the period 1<sup>st</sup> of June 2024 to the 30<sup>th</sup> of June 2024 as listed, which have been made in accordance with delegated authority per LGA 1995 s5.42 and receive the Legal Expenses Report detailing all legal costs incurred to the 30<sup>th</sup> of June 2024.</p> <table border="1"> <tr> <td>Municipal Fund Bank EFTs</td> <td>\$ 1,085,601.47</td> </tr> <tr> <td>Cheque</td> <td>\$ 0.00</td> </tr> <tr> <td>Payroll</td> <td>\$ 90,646.26</td> </tr> <tr> <td>BPAY/Direct Debit</td> <td>\$ 19,859.50</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$ 1,196,107.23</b></td> </tr> </table>	Municipal Fund Bank EFTs	\$ 1,085,601.47	Cheque	\$ 0.00	Payroll	\$ 90,646.26	BPAY/Direct Debit	\$ 19,859.50	<b>TOTAL</b>	<b>\$ 1,196,107.23</b>
Municipal Fund Bank EFTs	\$ 1,085,601.47										
Cheque	\$ 0.00										
Payroll	\$ 90,646.26										
BPAY/Direct Debit	\$ 19,859.50										
<b>TOTAL</b>	<b>\$ 1,196,107.23</b>										

**Council Resolution No: 03072024**

<b>MOVED:</b>	<b>CR:</b>	<b>SECONED:</b>	<b>CR:</b>
<b>FOR:</b>	<b>CR</b>	<b>AGAINST:</b>	<b>CR</b>
<b>F/A: 0/0</b>			

## 10.5

## ATTENDANCE AT WALGA ANNUAL CONFERENCE

<b>Applicant:</b>	Shire of Upper Gascoyne
<b>Disclosure of Interest:</b>	Alys McKeough – Shire Councillor – potential attendee
<b>Author:</b>	John McCleary – Chief Executive Officer
<b>Date:</b>	16 July 2024
<b>Matters for Consideration:</b>	To authorise Shire Councillor(s) and Staff to attend the WALGA State Conference.
<b>Background:</b>	This year the WALGA Local Government Convention will be held between the 8 – 10 <sup>th</sup> of October 2024 at the Perth Convention and Exhibition Centre.
<b>Comments:</b>	<p>The WALGA Local Government Convention is the landmark event in the Local Government calendar.</p> <p>It brings together Elected Members, suppliers, Council officers and key stakeholders as part of a unique program of professional development, networking and business opportunities.</p> <p>The convention exhibition is also a unique opportunity for preferred suppliers to meet Council representatives and showcase the latest innovations and technologies across the sector.</p>
<b>Statutory Environment:</b>	Nil
<b>Policy Implications:</b>	Nil
<b>Financial Implications:</b>	Nil as an allowance has been made in the 2024/25 Annual Budget.
<b>Strategic Implications:</b>	Nil

**Risk:**

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

Risk Category	Description	Rating	Mitigating Actions
Health	N/A		
Financial Impact	N/A		
Service Interruption	N/A		
Compliance	N/A		
Reputational	N/A		
Property	N/A		
Environment	N/A		
Fraud	N/A		

<b>Consultation:</b>	Nil
<b>Voting requirement:</b>	Simple Majority
<b>Officer’s Recommendation:</b>	<i>That the Council authorise xxxx to attend the WALGA Local Government Convention to be held between the 8<sup>th</sup> to the 10<sup>th</sup> of October 2024.</i>

**Council Resolution No: 04072024**

<b>MOVED:</b>		<b>SECONDED:</b>	
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**F/A: 0/0**

**10.6 ENDORSEMENT TO EXPEND MONIES FROM THE MUNICIPAL ACCOUNT PRIOR TO THE ADOPTION OF THE 2024/25 BUDGET**

APPLICANT:	Shire of upper Gascoyne
DISCLOSURE OF INTEREST:	Nil
AUTHOR:	John McCleary – CEO
DATE:	16 July 2024
<b>Matters for Consideration:</b>	
To endorse expenditure from the Municipal Account prior to the adoption of the 2024 / 25 budget.	
<b>Background:</b>	
The draft budget was presented to Council at the July 2024 meeting. Since then the CEO and Works Manager have identified items that both need to be added and others removed. This has been done on the basis that there is no extra cost to the budget.	
<b>Comments:</b>	
The items listed all have significant lead times from when the Purchase Order is provided and when delivery takes place as such it is considered prudent to order the nominated items as soon as possible.	
<b>Statutory Environment:</b>	
Local Government Act 1995 – Section 6.4 Local Government (Financial Management Regulations) 1996 – Sub-regulation 34.	
<b>Policy Implications:</b>	
Nil	
<b>Financial Implications:</b>	
It is anticipated that these changes will have no net effect on the draft Budget that has been presented to Council for consideration.	
<b>Strategic Implications:</b>	
Nil	
<b>Risk</b>	

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

Risk Category	Description	Rating	Mitigating Actions
Health	N/A		
Financial Impact	N/A		
Service Interruption	All these items require either a long lead to order or best done whilst the weather is cool. Failure to either order or commence works has the potential to push things out 8+ months	3 / 4 - High	Seek approval to issue seek quotes and issue Purchase Orders as soon as possible.
Compliance	N/A		
Reputational	N/A		
Property	N/A		
Environment	N/A		
Fraud	N/A		

**Consultation:**

Nil

**Officer's Recommendation:**

**Voting requirement: Absolute Majority**

*That Council endorses the CEO to purchase the following capital items prior to the 2024 / 25 budget being adopted at the August 2024 ordinary meeting of Council:*

1. Grader; (payment made upon delivery)
2. Truck;
3. RO Plant & Associated Equipment;
4. Concrete paths surrounding Lot 23 and Lot 52;
5. Office Extension;
6. Landscaping/Gardens for Lots 45B & 51; and
7. Governance Furniture & Seating

**Council Decision 05072024**

**MOVED: CR**

**SECONDED: CR**

**F/A: 0/0**



<b>Applicant:</b>	Shire of Upper Gascoyne
<b>Disclosure of Interest:</b>	Nil
<b>Author:</b>	John McCleary – Chief Executive Officer
<b>Date:</b>	16 July 2024
<b>Matters for Consideration:</b>	To receive the minutes of the Gascoyne Regional Road Group <i>Appendix 2.</i>
<b>Background:</b>	As part of the Shires obligations in respect to receiving funding via the Regional Road Group funding mechanism the Shire are required to submit the minutes of each RRG Meeting at the next Ordinary Meeting of Council after the RRG Meeting.
<b>Comments:</b>	Nil
<b>Statutory Environment:</b>	Nil
<b>Policy Implications:</b>	Nil
<b>Financial Implications:</b>	Nil
<b>Strategic Implications:</b>	Key Objective 4 Governance Our Leadership Provide good governance and leadership Outcome 4.1: A strategically focused Council, demonstrating leadership and governance Strategy 4.1.1 Effectively represent and promote the Shire

**Risk Assessment:**

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

Risk Category	Description	Rating	Mitigating Actions
Health	N/A		
Financial Impact	N/A		
Service Interruption	N/A		
Compliance	As part of the Shire's obligations to receive Regional Road Group funding the Shire are required to present the RRG Minutes to Council	2 / 2 Low	Present the RRG Minutes as a Council item
Reputational	The Shire prides itself on meeting all obligations set by the RRG, accordingly failure to comply would undermine our position.	2 / 2 Low	Present the RRG Minutes as a Council item.
Property	N/A		
Environment	N/A		
Fraud	N/A		

<b>Consultation:</b>	Nil
<b>Voting requirement:</b>	Simple Majority
<b>Officer's Recommendation:</b>	That Council receive the Gascoyne Regional Road Group Minutes for the RRG Meeting held on the 21 <sup>st</sup> of June 2024 at Gascoyne Junction.
<b>Council Resolution No: 06072024</b>	
<b>MOVED:</b>	<b>SECONDED:</b>
<b>FOR: CR</b>	<b>AGAINST: CR</b>
<b>F/A:</b>	

## 10.8

## AUDIT CHARTER

<b>Applicant:</b>	Shire of Upper Gascoyne
<b>Disclosure of Interest:</b>	Nil
<b>Author:</b>	John McCleary – Chief Executive Officer
<b>Date:</b>	16 July 2024
<b>Matters for Consideration:</b>	To endorse an Audit Charter that is applicable for the Audit Committee. Please refer to <a href="#">Appendix 3</a> .
<b>Background:</b>	The Shire engaged AMD Chartered Accountants to undertake a review of the appropriateness and effectiveness of risk management, internal controls and legislative compliance of the Shire in accordance with the Local Government (Audit) Regulations 1996, Regulation 17 for the period ended 31 December 2023 (the “Review”).
<b>Comments:</b>	2.2.7. Audit Committee Charter and Meetings  The findings recommended that the Shire create an Audit Committee Charter be documented and implemented clearly defining the independence, accountability, role and responsibilities and reporting arrangements for the committee.
<b>Statutory Environment:</b>	Although not a legislative requirement it is considered to be “best practice”.
<b>Policy Implications:</b>	Nil
<b>Financial Implications:</b>	Nil
<b>Strategic Implications:</b>	Key Objective 4 Governance Our Leadership Provide good governance and leadership Outcome 4.2: An efficient and effective organisation Strategy 4.2.3 Comply with statutory and legislative requirements

**Risk Assessment:**

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

Risk Category	Description	Rating	Mitigating Actions
Health	N/A		
Financial Impact	N/A		
Service Interruption	N/A		
Compliance	Although not a statutory provision it is considered "best practice" and it was identified in the Reg 17 review.	1 / 5 Moderate	Prepare and adopt an "Audit Charter" as presented by the Administration
Reputational	N/A		
Property	N/A		
Environment	N/A		
Fraud	N/A		

<b>Consultation:</b>	Executive Manager of Finance and Administration
<b>Voting requirement:</b>	Simple Majority
<b>Officer's Recommendation:</b>	That Council adopt the "Audit Charter" as presented in Appendix 3 of the agenda.
<b>Council Resolution No: 07072024</b>	
<b>MOVED:</b>	<b>SECONDED:</b>
<b>FOR: CR</b>	<b>AGAINST: CR</b>
<b>F/A:</b>	

## 10.9 ROAD DE-GAZETTAL POLICY

<b>Applicant:</b>	Shire of Upper Gascoyne
<b>Disclosure of Interest:</b>	Nil
<b>Author:</b>	Jarrold Walker – Works Manager
<b>Date:</b>	15 July 2024
<b>Matters for Consideration:</b>	To rescind the endorsement of the current De-Gazettal Policy adopt a new policy on de-gazetting Roads within the Shire.
<b>Background:</b>	<p>At a previous Ordinary Meeting of Council held on the 27<sup>th</sup> March 2024, the CEO was instructed to draft a policy for consideration by Council. The new policy was endorsed in the Council Meeting held on 24<sup>th</sup> April 2024, however on reflection the policy was somewhat vague and not definitive when put into practice. This left determining whether to de-gazette a road or not open to interpretation and indeterminate.</p> <p>This issue was raised with Council at a pre council meeting in June 2024. Council decided it was appropriate to amend the policy to minimise and make clear the de-gazettal criteria.</p>
<b>Comments:</b>	The proposed amended De-Gazettal Policy can be found in <a href="#">Appendix 4</a>
<b>Statutory Environment:</b>	Nil
<b>Policy Implications:</b>	New Policy
<b>Financial Implications:</b>	Nil
<b>Strategic Implications:</b>	Nil

### Risk:

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

<b>Risk Category</b>	<b>Description</b>	<b>Rating</b>	<b>Mitigating Actions</b>
Financial Impact	Shire will receive less funding according and in relation to roads de-gazetted.	3 – Low	Apply council adopted De-Gazettal Policy.
Health	N/A	N/A	
Service Interruption	N/A	N/A	
Compliance	<p><b>Land Administration Act 1997</b></p> <p>3) A local government must not resolve to make a request under subsection (1) until a period of 35 days has elapsed from the publication in a newspaper circulating in its district of notice of motion for that resolution, and the local government has considered any objections made to it within that period concerning the proposals set out in that notice.</p>	3 – Low	Advertise as per <b>Land Administration Act 1997</b> for and consider any objections prior to de-gazetting any road
Reputational	May impact some road users.	6- Moderate	Advertise as per <b>Land Administration Act 1997</b> for and consider any objections prior to de-gazetting any road
Property	N/A	N/A	
Environment	N/A	N/A	
Fraud	N/A.	N/A	

**Consultation:**

Councillors, CEO and Works Manager

**Voting requirement:**

Simple Majority

**Officer's Recommendation:**

That Council:

1. Rescind Council Resolution 08042024.
2. Adopt the amended De-Gazettal Policy as presented in **Appendix 4.**

**Council Resolution No: 08072024**

**MOVED: CR:**

**SECONED: CR:**

**FOR: CR**

**AGAINST: CR**

**F/A: 0/0**

**10.10 DE-GAZETTING VARIOUS ROADS WITHIN THE SHIRE**

<b>Applicant:</b>	Shire of Upper Gascoyne
<b>Disclosure of Interest:</b>	Nil
<b>Author:</b>	John McCleary- Chief Executive Officer
<b>Date:</b>	15 July 2024
<b>Matters for Consideration:</b>	To authorise CEO to degazette certain roads within the shire
<b>Background:</b>	The Shire has a considerable unsealed road network with many of the roads associated with pastoral properties / station homesteads which are no longer used due stations being amalgamate or returned to DBCA. These roads were originally put in place to service the station homesteads with mail and other goods.

**Comments:**

These roads are now used very seldom or they are just used by an individual pastoralist for their station operations. These roads have very little strategic importance to the Shire; however, the liability for the repair and maintenance remains with the Shire.

By de-gazetting these roads:-

Bingegaroo Road,  
Wanna Road,  
Yalbra Road and  
Mooka Road.

the Shire will receive less road funding amounting to \$47,201. The loss of road funds is far less than the liability of maintaining / repairing these roads on an annual basis.

For this to occur the Shire is to first advertise the notice of the proposed motion in a newspaper circulating the district and after 35 days consider any objections made before a resolution requesting the Minister to close the nominated roads.

In keeping with the Shire's ethos of transparency it is proposed to write to each effected land holder, advertise via our Website & social media and the "Gassy Gossip".

**9. Local government request to close road permanently (Act s. 58(2)), requirements for**

For the purposes of preparing and delivering under section 58(2) of the Act a request to the Minister to close a road permanently, a local government must include with the request —

- (a) written confirmation that the local government has resolved to make the request, details of the date when the relevant resolution was passed and any other information relating to that resolution that the Minister may require; and
- (b) sketch plans showing the location of the road and the proposed future disposition of the land comprising the road after it has been closed; and
- (c) copies of any submissions relating to the request that, after complying with the requirement to publish the relevant notice of motion under section 58(3) of the Act, the local government has received, and the local government's comments on those submissions; and
- (d) a copy of the relevant notice of motion referred to in paragraph (c); and
- (e) any other information the local government considers relevant to the Minister's consideration of the request; and
- (f) written confirmation that the local government has complied with section 58(2) and (3) of the Act.

**Land Administration Act 1997**

*3) A local government must not resolve to make a request under subsection (1) until a period of 35 days has elapsed from the publication in a newspaper circulating in its district of notice of motion for that resolution, and the local government has considered any objections made to it within that period concerning the proposals set out in that notice.*



<b>Statutory Environment:</b>	Local Government Act 1995 – Section 6.4  Local Government (Financial Management Regulations) 1996 – Sub-regulation 34.
<b>Policy Implications:</b>	Nil
<b>Financial Implications:</b>	Shire will receive less road funding amounting to \$47,201. The loss of road funds is far less than the liability of maintaining / repairing these roads on an annual basis.
<b>Strategic Implications:</b>	SCP – Key Objective 2 – Economic – Our Prosperity  Strategy 2.1.1 – Provide appropriate network infrastructure, supporting our community, local pastoral and mining industries and tourism.  CBP – 2.1.1.2 Continue to undertake road works in line with the 2040 Roads of Regional Significance document.

**Risk:**

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

Risk Category	Description	Rating	Mitigating Actions
Financial Impact	Shire will receive less funding amounting to \$47,201. The loss of road funds is far less than the liability of maintaining / repairing these roads on an annual basis.	3 – Low	Advertise as per <b>Land Administration Act 1997</b> for and consider any objections prior to de-gazetting any road.
Health	N/A	N/A	N/A
Service Interruption	N/A	N/A	N/A

<i>Compliance</i>	<b>Land Administration Act 1997</b>  3) A local government must not resolve to make a request under subsection (1) until a period of 35 days has elapsed from the publication in a newspaper circulating in its district of notice of motion for that resolution, and the local government has considered any objections made to it within that period concerning the proposals set out in that notice.	<b>3 – Low</b>	Advertise as per <b>Land Administration Act 1997</b> for and consider any objections prior to de-gazetting any road
<i>Reputational</i>	May impact some road users	<b>6- Moderate</b>	Advertise as per <b>Land Administration Act 1997</b> for and consider any objections prior to de-gazetting any road
<i>Property</i>	N/A	N/A	N/A
<i>Environment</i>	N/A	N/A	N/A
<i>Fraud</i>	N/A	N/A	N/A

<b>Consultation:</b>	Department of Planning, Lands and Heritage		
<b>Voting requirement:</b>	Simple Majority		
<b>Officer's Recommendation:</b>	That Council instruct the CEO to advertise as required under section 58(3) of the Land Administration Act 1997 of the proposed motion to close Wanna Road, Bingegaroo Road, Yalbra Road and Mooka Road		
<b>Council Resolution No: 09072024</b>			
<b>MOVED:</b>	<b>CR:</b>	<b>SECONDED:</b>	<b>CR:</b>
<b>FOR:</b>	<b>CR</b>	<b>AGAINST:</b>	<b>CR</b>
<b>F/A: 0/0</b>			

**10.11 SUSPEND PURCHASING POLICY – LABOUR HIRE**

<b>Applicant:</b>	Shire of Upper Gascoyne
<b>Disclosure of Interest:</b>	Nil
<b>Author:</b>	Jarrold Walker – Works Manager
<b>Date:</b>	15 July 2024
<b>Matters for Consideration:</b>	That Council authorise the CEO to suspend the purchasing policy for the purposes of procuring labour hire to operate the shire grader and related plant. .

<b>Background:</b>	<p>The Shire has been short staffed in it's works department for approximately 18 months. We have recently replaced one grader operator however are still without Thomas Fletcher who is on workers compensation for the next three to four months.</p>														
<b>Comments:</b>	<p>Over the past twelve months, the Shire has advertised on three separate occasions to secure a suitable replacement operator to fill the two positions in the works crew. To date we have only filled one position and struggled to find the right candidates.</p> <p>In the interim we have periodically engaged Ray Hoseason-Smith to fill in as labour hire for short periods due to Ray's availability. Ray has recently indicated that he is available to operate the shire grader on the same roster as the works crew for the next three to four months while Thomas recovers.</p> <p>To date, Ray has proven to be reliable and produced high quality work while effectively maintaining and keeping the plant and equipment in a clean and operational state. Due to Ray living locally, we have saved on mobilisation/accommodation costs and liabilities.</p> <p>To continue using Ray as labour hire, we would exceed the allowable limit within our purchasing policy without seeking alternative quotes. Given the short supply in suitably qualified and local labour hire, we request that Council waive the purchasing policy and authorise the CEO to issue RAW Cattle Co. a purchase to continue operating the shire grader until Thomas Fletcher returns to work.</p> <p>Thomas Fletcher's wages are reimbursed while on worker's compensation. Costs associated with utilising RAW Cattle Co. are offset in our Wages and Salaries allocation for 2024-25 FY</p> <p><b><i>Shire of Upper Gascoyne Purchasing Policy Thresholds:</i></b></p> <table border="1" data-bbox="625 1339 1477 2047"> <thead> <tr> <th data-bbox="625 1339 1050 1469">Amount of consideration (excluding GST)</th> <th data-bbox="1050 1339 1477 1469">Minimum requirement by authorising officer (subject to conditions below) prior to purchase</th> </tr> </thead> <tbody> <tr> <td data-bbox="625 1469 1050 1608">Up to \$9,999</td> <td data-bbox="1050 1469 1477 1608">No quotes required, purchasing officer to be satisfied that the price is fair and reasonable.</td> </tr> <tr> <td data-bbox="625 1608 1050 1675">\$10,000 - \$19,999</td> <td data-bbox="1050 1608 1477 1675">Seek one quotation – either written or verbal.</td> </tr> <tr> <td data-bbox="625 1675 1050 1742">\$20,000 - \$49,999</td> <td data-bbox="1050 1675 1477 1742">Seek two quotations, one written.</td> </tr> <tr> <td data-bbox="625 1742 1050 1809">\$50,000 - \$149,999</td> <td data-bbox="1050 1742 1477 1809">Seek three quotations, two written.</td> </tr> <tr> <td data-bbox="625 1809 1050 1912">\$150,000 - \$249,999</td> <td data-bbox="1050 1809 1477 1912">Seek three written quotations or use WALGA's E' Quote Portal.</td> </tr> <tr> <td data-bbox="625 1912 1050 2047">\$250,000 and over</td> <td data-bbox="1050 1912 1477 2047">Conduct a public tender process or use the WALGA preferred supplier undertaking.</td> </tr> </tbody> </table>	Amount of consideration (excluding GST)	Minimum requirement by authorising officer (subject to conditions below) prior to purchase	Up to \$9,999	No quotes required, purchasing officer to be satisfied that the price is fair and reasonable.	\$10,000 - \$19,999	Seek one quotation – either written or verbal.	\$20,000 - \$49,999	Seek two quotations, one written.	\$50,000 - \$149,999	Seek three quotations, two written.	\$150,000 - \$249,999	Seek three written quotations or use WALGA's E' Quote Portal.	\$250,000 and over	Conduct a public tender process or use the WALGA preferred supplier undertaking.
Amount of consideration (excluding GST)	Minimum requirement by authorising officer (subject to conditions below) prior to purchase														
Up to \$9,999	No quotes required, purchasing officer to be satisfied that the price is fair and reasonable.														
\$10,000 - \$19,999	Seek one quotation – either written or verbal.														
\$20,000 - \$49,999	Seek two quotations, one written.														
\$50,000 - \$149,999	Seek three quotations, two written.														
\$150,000 - \$249,999	Seek three written quotations or use WALGA's E' Quote Portal.														
\$250,000 and over	Conduct a public tender process or use the WALGA preferred supplier undertaking.														

<b>Statutory Environment:</b>	Local Government Act 1995 and Local Government (Functions & General) Regulations 1996
<b>Policy Implications:</b>	Nil
<b>Financial Implications:</b>	Nil- Thomas Fletcher's wages are reimbursed while on worker's compensation. Costs associated with utilising RAW Cattle Co. are offset in our Wages and Salaries allocation for 2024-25 FY
<b>Strategic Implications:</b>	Nil

**Risk:**

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

Risk Category	Description	Rating	Mitigating Actions
Financial Impact	N/A	1 – Low	Budgeted for.
Health	N/A	N/A	
Service Interruption	N/A	N/A	
Compliance	Local Government Act 1995 Local Government (Functions & General) Regulations 1996	3 – Low	Seek Council approval to waive purchasing policy.
Reputational	N/A	N/A	
Property	N/A	N/A	
Environment	N/A	N/A	
Fraud	N/A.	N/A	

<b>Consultation:</b>	Works Manager		
<b>Voting requirement:</b>	Simple Majority		
<b>Officer's Recommendation:</b>	That Council authorise the CEO to waive the purchasing policy and issue RAW Cattle Co. a purchase to the maximum value of \$60,000 to provide labour hire to the shire.		
<b>Council Resolution No: 1072024</b>			
<b>MOVED:</b>	<b>CR:</b>	<b>SECONED:</b>	<b>CR:</b>
<b>FOR:</b>	<b>CR</b>	<b>AGAINST:</b>	<b>CR</b>
<b>F/A: 0/0</b>			

## 10.12

## ASSIGN BULLDOZER CONTRACT

<b>Applicant:</b>	Shire of Upper Gascoyne
<b>Disclosure of Interest:</b>	Nil
<b>Author:</b>	Jarrold Walker – Works Manager
<b>Date:</b>	18 July 2024
<b>Matters for Consideration:</b>	To endorse the transfer of the current bull dozing contract from Gascoyne Earthmoving to THEM Earthmoving
<b>Background:</b>	Tim Caunt of Gascoyne Earthmoving has expressed that he would like to cease offering bulldozing services and transfer the current contract (see contract in <a href="#">Appendix 5</a> ) with the Shire of Upper Gascoyne to THEM Earthmoving.
<b>Comments:</b>	<p>THEM Earthmoving have read the current contract and expressed that they are happy to accept the conditions and terms of the current contract. (see correspondence in <a href="#">Appendix 6</a>).</p> <p>Gascoyne Earthmoving have engaged THEM, as a sub-contractor, to fulfill bull dozing obligations in the past six months. THEM have provided this service without any issues and offered good quality work and plant.</p> <p>The current bull dozing contract expires on the 22<sup>nd</sup> September 2024 however the Shire and Contractor have the option to extend the contract for a further two x one-year options at the sole discretion of the Shire.</p> <p>ASSIGNMENT AND SUBCONTRACTING The Contractor shall not:</p> <p>(a) assign this Contract, or any part thereof or any payment thereunder; or</p> <p>(b) subcontract the whole or any part of this Contract, without the Principal’s prior written approval (not to be unreasonably withheld or delayed). The Principal’s approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under this Contract.</p> <p>The current Termination of Contract Clause (39) does not refer to transfer of contract or voluntary termination of contract.</p> <p>If endorsed by Council then an official Letter of Assignment would be signed and agreed to by all three parties being Shire of Upper Gascoyne, THEM Earthmoving and Gascoyne Earthmoving.</p>
<b>Statutory Environment:</b>	Property Law Act
<b>Policy Implications:</b>	Nil
<b>Financial Implications:</b>	Nil- contract rates agreed to in original contract are agreed to by THEM.
<b>Strategic Implications:</b>	Nil

**Risk Assessment:**

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

Risk Category	Description	Rating	Mitigating Actions
Health	N/A	N/A	
Financial Impact	Financial impact to budget for supply of bull dozing services	N/A	Transfer of contract is based on acceptance of current rates, clauses and terms.
Service Interruption	N/A	N/A	
Compliance	Property Law Act	3 - Low	Council endorsement of transfer of Contract and Letter of Assignment signed and agreed to by all three parties being SUG, THEM Earthmoving and Gascoyne Earthmoving
Reputational	N/A	N/A	
Property	N/A	N/A	
Environment	N/A	N/A	
Fraud	N/A	N/A	

<b>Consultation:</b>	Councillors, CEO and Works Manager
<b>Voting requirement:</b>	Simple Majority
<b>Officer's Recommendation:</b>	That Council: Endorse the assignment of the current Bull Dozing Contract from Gascoyne Earthmoving to THEM Earthmoving as per existing contract.
<b>Council Resolution No: 11072024</b>	
<b>MOVED:</b>	<b>SECONDED:</b>
<b>FOR: CR</b>	<b>AGAINST: CR</b>
<b>F/A:</b>	



**11. MATTERS BEHIND CLOSED DOORS**

Nil

**12. PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

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

Nil

**14. ELECTED MEMBERS REPORTS**

- 14.1 Cr J Caunt - Attended the get together that Hastings organised at Yangibana on the 10th of July.
- 14.2 Cr H McTaggart – Nil to report
- 14.3 Cr B Walker – Nil to report
- 14.4 Cr W Baston – Nil to report
- 14.5 Cr R Hoseason-Smith - Nil to report
- 14.6 Cr P Windie – Nil to report
- 14.7 Cr A McKeough – Nil to report

**15. OUTSTANDING COUNCIL MEETING RESOLUTIONS**

<b>Resolution N°</b>	<b>Subject</b>	<b>Status</b>	<b>Open / Close</b>	<b>Responsible Officer</b>
			<b>Close</b>	

**16. MEETING CLOSURE**

The Shire President closed the meeting at \_\_\_\_\_pm.

# **APPENDIX 1**

**(List of Accounts Paid Report for June 2024)**

Date: 17/07/2024  
Time: 4:43:19PM

SHIRE OF UPPER GASCOYNE  
List of Account Due and Submitted - June 2024

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
<b>Commonwealth Mastercard</b>					
EFT16832	03/06/2024	Starlink - May 2024 Internet subscriptions.	1		4,126.95
INV STARLINK 01/05/2024		Starlink Monthly Internet for Lot 17 Gregory Street, Starlink Monthly Internet for Lot 19 Gregory Street, Starlink Monthly Internet for Lot 50 Hatch Street, Starlink Monthly Internet for Administration, Starlink Monthly Internet for CRC, Starlink Monthly Internet for Moblies Vehicles and Graders	1	1,426.00	
INV 01.05.2024	01/05/2024	Spot Dvice Subscription for Works Crew - 12 month fee, Spot Dvice Subscription - Internation transaction fees	1	434.69	
INV 700543558	09/05/2024	Seek - Plant Operator / All Rounder - Job Advertisement	1	484.00	
INV 900556	14/05/2024	D1STORE Online - INSPIRE2P29 Inspire 2 180 W Power Adaptor AC Cable, P4P64 Phantom 4 Series Intelligent Flight Battery	1	850.00	
INV 18473	22/05/2024	Breathalyser - AlcoQuant Online Training - Sean Walker	1	163.90	
INV 23052024	23/05/2024	Rebel - Rebal Gift Card for Clint Hardie	1	150.00	
INV 04161-1380(24/05/2024		Canva - Yearly Subscription - Desktop Poster Creations	1	164.99	
INV 4WS004279 24/05/2024		4WD Supa Centre - Kings 9" Laser Driving Lights (pair), Kings 1000A Lithium Jump Starter, Freight- Driving lights and jumpstart pack	1	383.88	
INV 413187839	29/05/2024	KMART - Storage Bags for bedding and towels	1	68.00	
INV 1408083461	03/06/2024	Apple iCloud 50gb Data Storage - May 2024	1	1.49	
<b>RSM Australia Pty Ltd</b>					
EFT16833	13/06/2024	Accounting and Financial Services for 2023/2024 under RFT 01 22-23 - May 2024	1		9,135.05
INV GERI00902:29/05/2024		Accounting and Financial Services for 2023/2024 under RFT 01 22-23 - May 2024	1	9,135.05	
<b>Afgri Equipment</b>					
EFT16834	13/06/2024	P108 - John Deere Zero Turn Mower (2020) - Parts	1		287.91
INV 2820957	08/03/2024	JD UC22009 Mower Blade, JD 19M7493 SCREW, HEX HEAD 12mm X 40mm, JD M147138 Washer, JD LG276 Maintenance Kit, JD GX10168 Wheel, JD 14M7396 NUT, HEX FL 8mm ID, JD 03M7267 BOLT, RHSSN 8mm X 80mm	1	287.91	
<b>AMD Audit &amp; Assurance Pty Ltd</b>					
EFT16835	13/06/2024	Completion of Financial Management Systems Review & Regulation 17 Review	1		9,852.80
INV INV-4298	30/04/2024	Financial Management Review inclusive of Onsite Visit as per Request for Quotation Dated 31 December 2023, Regulation 17 Review inclusive of Onsite Visit as per Request for Quotation Dated 31 December 2023, Out of Pocket disbursements including travel and accomodation, Out of Pocket disbursements including travel and accomodation	1	9,852.80	
<b>Ashworth Office Concepts</b>					
EFT16836	13/06/2024	Supply and Installation of Council Chamber Board Room Table	1		16,989.50
INV 0000914	01/06/2024	Supply and Installation of Council Chamber Board Room Table	1	16,989.50	
<b>Australia Post</b>					
EFT16837	13/06/2024	Postage for May 2024	1		320.24
INV 1013286103	03/06/2024	Freight and Postage - CRC, Freight and Postage - Administration, Postal Agency Sales - Cost of Goods	1	320.24	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
<b>Blanche Maree Walker</b>					
EFT16838	13/06/2024	Craft Sales - May 2024 - Blanche's Gifts	1		8.00
INV DREQ-11.2(31/05/2024		Craft Sales - May 2024 - Blanche's Gifts, Craft Sales - May 2024 - Blanche's Gifts	1	8.00	
<b>Carnarvon Auto Electrics</b>					
EFT16839	13/06/2024	P85 - Toyota Hilux 4WD Traytop - Battery	1		245.00
INV 40001211	28/05/2024	S57220 AC Delco Battery	1	245.00	
<b>Carnarvon Timber &amp; Hardware</b>					
EFT16840	13/06/2024	Tidy Towns Event - BBQ tools and Gas	1		661.50
INV 10872009	17/04/2024	600611379 - TOOL SET 2PCE BBQ BUDDY (spatula and tong set), 600611035 - TONGS LONG BBQ BUDDY, 600613445 - BRUSH GRILL DOUBLE GRID BBQ BUDDY, 600613449 - BBQ SCRUBBER BBQ BUDDY, 600611023 - COVER BBQ 4BURNER FLAT TOP, 600613450 - FOOD TENT BBQ BUDDY, 600596833 - GAS KWIK 8.5KG, 600601439 - CYLINDER KWIK GAS NEW POL 9KG	1	661.50	
<b>Carnarvon Electrics</b>					
EFT16841	13/06/2024	Electrical Work on DFES Shed	1		3,702.11
INV 13633	20/05/2024	As per invoice#13633 - Electrical Works on DFES Fire Shed	1	3,702.11	
<b>Child Support Agency</b>					
EFT16842	13/06/2024	Payroll deductions	1		373.18
INV DEDUCTIO05/06/2024		Payroll Deduction		373.18	
<b>Geraldton Fuel Company T/as Refuel Australia</b>					
EFT16843	13/06/2024	Supply Bulk Fuel to Depot Mt Augustus Tank 8200 litres of diesel @ 1.725 ex GST	1		30,508.40
INV 31052024	31/05/2024	Fuel Card Purchases - P131 GU0 - CEO, Fuel Card Purchases - P133 GU31 - Works, Fuel Card Purchases - P139 GU448 - Pool Vehicle, , Fuel Card Purchases - P132 GU28 Town Maintenance Vehicle,	1	1,377.17	
INV 02565920	05/06/2024	Supply Bulk Fuel to Depot Mt Augustus Tank 8200 litres of diesel @ 1.725 ex GST	1	15,561.96	
INV 02565918	05/06/2024	Supply bulk fuel to P55 Camp Trailer with 4000 litre diesel tank - 1800 litres of diesel @ 1.725 ex GST, Supply bulk fuel to P53 Camp Trailer with 4000 litre diesel tank - 1150 litres of diesel @ 1.725 ex GST	1	5,598.51	
INV 02565917	05/06/2024	Supply bulk fuel to P50 Camp Trailer with 4000 litre diesel tank - 800 litres of diesel @ 1.725 ex GST, Supply bulk fuel to P79 Camp Trailer with 4000 litre diesel tank - 3400 litres of diesel @ 1.725 ex GST	1	7,970.76	
<b>Hersey's Safety Pty Ltd</b>					
EFT16844	13/06/2024	Depot Consumables	1		2,118.38
INV CN-3080	29/05/2024	5 x 60cm Broom Heads (24600), 5 x Household Brooms (Stock), 5 x Broom Handles (60525T), 5 x Polly Yard Broom	1	-734.25	
INV 49362	01/06/2024	2 x 3 Ltr Measure Jugs (JA-2102033), 5 x Gaffa Tape (30325BL), 1 x Fuel Meter (51007)	1	756.80	

Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
<b>Hersey's Safety Pty Ltd</b>					
INV 49361	01/06/2024	5 x 60cm Broom Heads (24600), 5 x Household Brooms (Stock), 5 x Broom Handles (60525T), 10 x Hose Tails (08-204M), 10 x Gaffa Taps (30325BL), 3 x Short Blow Nozzles (124140101), 2 x 500m " " (124140113), Multi Meter (ET2301B), 12 x Paint Markers Yellow (12072005), 12 x Paint Markers Black (12072001), 5 x Dishacklos (AS0091), PR Weldine Gloves (KBW16E), Gympie Hammar (238F), Solar Trickle Charger 5w (Solar), 600 x Cable Ties 350m x 4.8, 100 x Cable Ties 370m x 47.6, 5ltr Glass Cleaner (TWC5), HEAT SHRINK KIT (HSA88), 8ltr Hand Sparyer (190549), Sledge Hammer (TJQ0167), FREIGHT, 18" Pipe Wrench (APW18)	1	1,941.83	
INV INV-3093	05/06/2024	Set of Over Size Flags	1	154.00	
<b>Ilda Joan Williams</b>					
EFT16845	13/06/2024	Craft Sales for May 2024	1		30.95
INV DREQ-11.2(30/05/2024		Craft Sales for May 2024 - 1 x Crap Bag & 1 x Bowl Holder, Craft Sales for May 2024 - Ilda Williams - 1 x Crap Bag & 1 x Bowl Holder	1	30.95	
<b>Monty Cotton Pty Ltd</b>					
EFT16846	13/06/2024	Monty Cotton Duo July 20th 10% deposit	1		880.00
INV INV-0078	29/04/2024	Monty Cotton Duo July 20th 10% deposit	1	880.00	
<b>Perfect Computer Solutions Pty Ltd</b>					
EFT16847	13/06/2024	I.T Support 27.05.2024 and Monthly Management Fee	1		127.50
INV 28793	31/05/2024	Monthly fee for monitoring, management and resolution of disaster recovery options, I.T Support for Administration Office 27.05.2024	1	127.50	
<b>The Trustee For Perarda Family &amp; Co T/A Pridham Mechanical</b>					
EFT16848	13/06/2024	P73 - Semi-Trailer with Side Tipping tray Replace full hinge on door as u/s Weld up all cracks	1		9,372.00
INV INV-1795	29/05/2024	P73 - Semi-Trailer with Side Tipping tray, Replace full hinge on door as u/s , Weld up all cracks	1	9,372.00	
<b>Pool &amp; Spa Mart</b>					
EFT16849	13/06/2024	Pool Maintenance - SH02, SH03 & Tourisim Precinct	1		4,047.30
INV 34276	31/05/2024	TRAVEL EXPENSES @\$1.20/Km (INCLUDES WORKER'S TIME DURING, TRAVEL) & ACCOMODATION - WORKS MANAGER POOL, HAYWARD PRO SERIES 24' SAND FILTER C/W 50mm MPV, ECOCLEAR GLASS COARSE/FINE-20KG, REMOVE & REPLACE SAND AND FILTER WITH NEW LABOUR &, MATERIALS (INCLUDES PVC & FITTINGS) please note \$50 surcharge if we need to remove old media from site- please, inform tech where to dig in if you would like to avoid this charge, LABOUR PER HOUR & MATERIALS- SERVICE TO POOL & EQUIPMENT, (CHEMS ADDITIONAL), LABOUR PER HOUR & MATERIALS- SERVICE TO POOL & EQUIPMENT, (CHEMS ADDITIONAL) - PUB & CARAVAN PARK, LABOUR PER HOUR & MATERIALS- SERVICE TO POOL & EQUIPMENT, (CHEMS ADDITIONAL) - CEO, TRAVEL EXPENSES @\$1.20/Km (INCLUDES WORKER'S TIME DURING, TRAVEL) & ACCOMODATION - WORKS MANAGER POOL, TRAVEL EXPENSES @\$1.20/Km (INCLUDES WORKER'S TIME DURING, TRAVEL) & ACCOMODATION - WORKS MANAGER POOL	1	4,047.30	
<b>RepcO Pty Ltd</b>					

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<b>Repeco Pty Ltd</b>					
EFT16850	13/06/2024	P95 & P106 - CAT 140M Grader - 1x TX3500S - 5 Watt Compact UHF CB Radio with Scansuite	1		886.73
INV 4610583542	27/04/2024	P106 - CAT 140M Grader - 1x TX3500S - 5 Watt Compact UHF CB Radio with Scansuite, 1x TX3500S - 5 Watt Compact UHF CB Radio with Scansuite	1	814.00	
INV 4610586063	25/05/2024	P79 - Camp Trailer - P822768 air filter	1	72.73	
<b>Illion Tenderlink</b>					
EFT16851	13/06/2024	Tender - RFQ-08 23/24 - Carnarvon / Mullewa Sealing in 2024/25	1		180.40
INV AU-628108	31/05/2024	RFQ-08 23/24 - Carnarvon / Mullewa Sealing in 2024/25,	1	180.40	
<b>Team Global Express</b>					
EFT16852	13/06/2024	Freight from Carnarvon to Perth - Library	1		135.36
INV 1129-MWB:02	06/2024	Freight from Carnarvon to Perth - Library	1	135.36	
<b>Westrac Pty Ltd</b>					
EFT16853	13/06/2024	P134 - CAT 302 AC Mini Excavator - Door	1		3,162.59
INV PI 9621933	14/05/2024	CAT A/F EX MEL	1	557.48	
INV PI 9627056	15/05/2024	573-8720 DOOR AS	1	2,605.11	
<b>Horizon Power</b>					
EFT16854	13/06/2024	Shire Properties - Power Consumption 06.04.2024 to 07.06.2024	1		14,692.11
INV 21 020 4355	31/05/2024	Street Lighting - 01.05.2024 ro 31.05.2024	1	362.32	
INV MAY/JUNE	10/06/2024	6 Scott Street - Community Resource Centre , Power Consumption, 5 Scott Street - Depot, Power Consumption, , 731 Scott Street - DBCA, Power Consumption, , Lot 68 Gregory Street - Pavillion, Power Consumption, , Lot 19 Gregory Street - Works Manager, Power Consumption, , Lot 39 Gregory Street - Road Crew, Power Consumption, , Lot 45 Gregory Street - TCDO, Power Consumption, , Lot 17 Gregory Street - CEO, Power Consumption, , 2 Scott Street - Fire Station 25%, Power Consumption, , 2 Scott Street - Dogging Freezer 75%, Power Consumption, , 4 Scott Street - Administration Office, Power Consumption, , Lot 1 Smith Street - Airport Lights, Power Consumption, , Lot 21 Gregroy Street - CSO , Power Consumption, , 1 Mullewa-Carnarvon Road - Pump, Power Consumption, , Lot 48 Hatch Street Duplex - Road Crew, Power Consumption, Lot 49 Hatch Street - Road Crew, Power Consumption, Lot 40 Gregory Street - Town Maintenance Crew, Power Consumption, Lot 23 Gregory Street - CSOF, Power Consumption, Lot 52 Hatch Street - CRC Officer, Power Consumption, 2 Gregory Street - Old Caravan Park Site, Power Consumption, Lot 50 Hatch Street - MCORP, Power Consumption, Lot 51 Hatch Street - Vacant, Power Consumption	1	14,329.79	
<b>YANGIBANA PTY LTD</b>					
EFT16855	13/06/2024	Return of Security Deposit, plus interes for the Road User Agreement between shire of Upper Gascoyne and Yangibana Pty Ltd as the agreement is now terminated.	1		104,035.94
INV EASEMEN1	13/06/2024	Return of Security Deposit, plus interes for the Road User Agreement between shire of Upper Gascoyne and Yangibana Pty Ltd as the agreement is now terminated.	1	104,035.94	
<b>Woolworths Limited</b>					
EFT16856	17/06/2024	Office Supplies	1		156.98

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
<b>Woolworths Limited</b>					
INV TI-02EAA-119/05/2024		Office Supplies - GST	1	156.98	
<b>AIT Specialists Pty Ltd</b>					
EFT16857	20/06/2024	Monthly fee for Determination of Fuel Tax Credits 2023/2024 - May 2024	1		904.75
INV INV-13407	12/06/2024	Monthly fee for Determination of Fuel Tax Credits 2023/2024 - May 2024	1	904.75	
<b>Andrea Pears</b>					
EFT16858	20/06/2024	Reimbursement for morning tea purchased in Carnarvon	1		19.75
INV REIMBURS18/06/2024		Reimbursement for morning tea purchased in Carnarvon	1	19.75	
<b>Astrotourism WA Pty Ltd</b>					
EFT16859	20/06/2024	Astrotourism Giant Planisphere Signage, Star Gazing for Beginners Signage & Dark Sky Tourism Trail Marker	1		21,854.80
INV 1296	04/06/2024	Astrotourism Giant Planisphere Signage, Astrotourism Stargazing for Beginners Signage, Astrotourism Trail Markers	1	21,854.80	
<b>Buswest - Australian Transit Group</b>					
EFT16860	20/06/2024	Tidy Town - Bus Hire	1		4,815.80
INV 163860	13/05/2024	Friday May 3 - Coach Carnarvon Airport - Gascoyne Junction return Tidy Towns Event - 4 HOURS, Sunday May 5 - Coach Carnarvon Kennedy Range Carnarvon Tidy Towns Event- 11 HOURS, Monday May 6 - Goach Carnarvon - Gascoyne Junction - Carnarvon Tidy Towns Event 4 HOURS	1	4,815.80	
<b>Canine Control A Division Of Trepheene Pty Ltd</b>					
EFT16861	20/06/2024	Ranger Peter Smith - 14 & 15 June 2024	1		2,200.00
INV 4928	17/06/2024	Ranger Peter Smith - 14 & 15 June 2024	1	2,200.00	
<b>Carnarvon Auto Service Pty Ltd t/a Carnarvon Tyres &amp; Towing</b>					
EFT16862	20/06/2024	P133 - Ford Ranger 2022 Double Cab Chassis - Towing charges from Glenburg Station to Auto Pro Carnarvon.	1		1,948.00
INV 0007484	14/06/2024	P133 - Ford Ranger 2022 Double Cab Chassis - Towing charges from Glenburg Station to Auto Pro Carnarvon.	1	1,948.00	
<b>Child Support Agency</b>					
EFT16863	20/06/2024	Payroll deductions	1		373.18
INV DEDUCTIO19/06/2024		Payroll Deduction		373.18	
<b>Everywhere Travel</b>					
EFT16864	20/06/2024	Tourism WA Conference, Hire Car for TDCO Officer	1		363.98
INV I000043293	13/06/2024	Tourism WA Conference Flights, Accommodation and Hire Car for TDCO Officer	1	363.98	
<b>Geraldton Fuel Company T/as Refuel Australia</b>					
EFT16865	20/06/2024	Supply Bulk Fuel to Depot Self Bunded Tank 2200 litres of diesel @ 1.8335 inc GST	1		4,033.70
INV 02568926	12/06/2024	Supply Bulk Fuel to Depot Self Bunded Tank 2200 litres of diesel @ 1.8335 inc GST	1	4,033.70	
<b>Gravity Discovery Centre Foundation Inc</b>					
EFT16866	20/06/2024	Training for Telescope and Dark Sky delivered on site in Gascoyne Junction	1		3,300.00
INV 21004	04/06/2024	Training for Telescope and Dark Sky delivered on site in Gascoyne Junction	1	3,300.00	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
<b>Green Frog Systems Pty Ltd</b>					
EFT16867	20/06/2024	Two Rivers Memorial Park - Lighting for Ampitheatre	1		6,050.00
INV 005421	11/06/2024	MSL-4K-15W-NK , MSL-50 modular solar shelter light, 7.5W [normal] / 15W [PIR, boost], 4K CCT, LiFePO4 36Ah 461Wh Battery [Warranty, 10yrs battery / 25yrs solar panel / 6yrs system] [Requires, Solar Panel GFS-MSL-50IK10, GFS-MSL-PU-P4, Custom - 5 hours at 12W then shut down to next day, MSL-50IK10, MSL-50 50W solar panel with 316 stainless steel roof backing, mounting frame (Requires MSL-4K-15W-NK), FREIGHT-OUT, Freight from Green Frog Systems to client in Upper Gascoyne	1	6,050.00	
<b>Jolly's Tyre Service</b>					
EFT16868	20/06/2024	P133 - Ford Ranger 2022 Double Cab Chassis - Maxxis LT255/70/17 tyres including fitting and wheel alignment	1		2,634.00
INV 161502	12/06/2024	Maxxis LT255/70/17 tyres including fitting and wheel alignment	1	2,634.00	
<b>Paul D Kearney - Carpenter &amp; Joiner</b>					
EFT16869	20/06/2024	Renovation of CEO Office and Passage way.	1		57,591.60
INV 152	17/06/2024	Quote: CEO's Office Renovation., Remove and dispose of asbestos internal walls and ceiling in CEO's office and hallway., Strengthen existing walls where necessary. completely remove and replace the dividing wall between office and hallway. Add a wall to divide the office into two offices 1@2.6 wide and 1@3.3wide., Install two new double glazed sliding windows the same size and position as existing window., Install new rondo ceiling battern to ceiling., Install R2.0 batts to walls and R3.5 batts to ceiling, Line all internal walls and ceiling with gyprock., New skirting and architraves., Paint., Remove and reinstate the newer existing aircon and install one new 2500 watt aircon., Electrical: Install 11 new power points, 7 new data points, 3 new light switches, 8 new down lights 3 new double batten LED'sas per supplied drawing., Price does not include new floor coverings., Price does include all travel, labor and materials., Shire to provide accommodation.	1	57,591.60	
<b>The Trustee For Kempton Family Trust T/A The Junction Pub and Tourist Park</b>					
EFT16870	20/06/2024	Ian Golding Farewell Drinks & Gift	1		432.00
INV 9062024	09/06/2024	\$200 Bar Tab for Staff - Ian's Farewell Drinks, 1 x Carton of Beer (Part of Ian's Farewell Gift)	1	295.00	
INV 5072020A	11/06/2024	Lunches and refreshments - May / June 2024	1	137.00	
<b>Landgate</b>					
EFT16871	20/06/2024	Mining Tenements Chargable Schedule No. M2024/05 Dated 06.04.2024 to 08.05.2024	1		123.20
INV 394053	06/06/2024	Mining Tenements Chargable Schedule No. M2024/05 Dated 06.04.2024 to 08.05.2024	1	123.20	
<b>Officeworks</b>					
EFT16872	20/06/2024	Velocity Cupboard 1800mm Grey	1		967.95
INV 614577454	31/05/2024	Velocity Cupboard 1800mm Grey, CPVELCUPGR, Freight	1	967.95	
<b>Onward Drilling Pty Ltd</b>					
EFT16873	20/06/2024	Drill Hole 1 - Approximately 30m (Congo Creek) - Drill Hole 2 - Approximately 30m (Dairy Creek)	1		64,412.70
INV 233	10/06/2024	Hole 3 Drill and construct new bore on C'von Mullewa Rd (Coordewandy)	1	27,399.90	



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<b>Onward Drilling Pty Ltd</b>					
INV 232	10/06/2024	Drill Hole 1 - Approximately 30m (Congo Creek), Drilling for Pre Collar (6m approx), Case, gravel pack, bore cap, sterilise, Development (3 hours), Head works, cementing and lockable lid, Drill Hole 2 - Approximately 30m (Dairy Creek), Drilling for pre collar (6m approx), Case, gravel pack, bore cap, sterilise, Development (3 hours), Head works, cementing and lockable lid	1	37,012.80	
<b>Perfect Computer Solutions Pty Ltd</b>					
EFT16874	20/06/2024	Computer Upgrades for Works, Administration & CRC	1		17,670.00
INV 28821	13/06/2024	HP Desktop Mini (DM) / i5 / 16Gb / 512Gb / 24" Monitor - I5 3.2GHz, 16Gb RAM, 256Gb SSD, LAN/Wi-Fi, Win 11 Pro, W/Less KB & Mse, 3yr RTB wty, 24" HP Prodisplay 24" monitor with build in speakers- 3yr wty, , HP Desktop Mini (DM) / i5 / 16Gb / 512Gb / 24" Monitor - I5 3.2GHz, 16Gb RAM, 256Gb SSD, LAN/Wi-Fi, Win 11 Pro, W/Less KB & Mse, 3yr RTB wty, 24" HP Prodisplay 24" monitor with build in speakers- 3yr wty, HP Desktop Mini (DM) / i5 / 16Gb / 512Gb / 24" Monitor - I5 3.2GHz, 16Gb RAM, 256Gb SSD, LAN/Wi-Fi, Win 11 Pro, W/Less KB & Mse, 3yr RTB wty, 24" HP Prodisplay 24" monitor with build in speakers- 3yr wty, HP Desktop Mini (DM) / i5 / 16Gb / 512Gb / 24" Monitor - I5 3.2GHz, 16Gb RAM, 256Gb SSD, LAN/Wi-Fi, Win 11 Pro, W/Less KB & Mse, 3yr RTB wty, 24" HP Prodisplay 24" monitor with build in speakers- 3yr wty, , Acer Notebook, 16" screen, with dock, for Finance Manager - I7 3.7 GHz, 16Gb RAM, 512Gb SSD, Win 11 Pro, Carry Bag, Targus docking station, 3yr wty , Acer Notebook, i5/16Gb/256Gb SSD, 15.6" Screen - I5 3.2 GHz, 16Gb, 512Gb SSD, Win 11 Pro, 15.6" screen, carry bag, 3yr wty, Acer Notebook, i5/16Gb/256Gb SSD, 15.6" Screen - I5 3.2 GHz, 16Gb, 512Gb SSD, Win 11 Pro, 15.6" screen, carry bag, 3yr wty, , Acer Notebook, i5/16Gb/256Gb SSD, 15.6" Screen - I5 3.2 GHz, 16Gb, 512Gb SSD, Win 11 Pro, 15.6" screen, carry bag, 3yr wty, Additional 8GB RAM for PC's Not Being Upgraded to New Machines, Additional 8GB RAM for PC's Not Being Upgraded to New Machines, Additional 8GB RAM for PC's Not Being Upgraded to New Machines, Additional 8GB RAM for PC's Not Being Upgraded to New Machines, Additional 8GB RAM for PC's Not Being Upgraded to New Machines, Additional 8GB RAM for PC's Not Being Upgraded to New Machines, Additional 8GB RAM for PC's Not Being Upgraded to New Machines, Additional 8GB RAM for PC's Not Being Upgraded to New Machines, Additional 8GB RAM for PC's Not Being Upgraded to New Machines, Site Visit to Upgrade and Install Computers - Travel Hourly Cost	1	17,670.00	
<b>Portside Engineering and Crane Services</b>					
EFT16875	20/06/2024	P55 - Low Loader - Float 2 axle - Mud Flaps	1		115.39
INV 00028830	11/03/2024	x2 Mud Flaps	1	115.39	
<b>Team Global Express</b>					
EFT16876	20/06/2024	Freight 07.06.2024 to 12.06.2024	1		4,845.03
INV 1121-MWB:31/03/2024		Workshop Freight - Blackwoods	1	58.65	
INV 1130-MWB:09/06/2024		Freight to Blacktiop Materials Engineering - Samples, Freight - Parts for Weather Station	1	1,054.50	
INV 1131-MWB:16/06/2024		Coresigne - Signage 23/24, Coresigne - Signage 23/24, Blacktop Material Engineering - Samples, Blacktop Material Engineering - Samples, PCS - Computer Parts	1	3,731.88	
<b>Tropics Hardware</b>					
EFT16877	20/06/2024	P144 - Kings Caravan & P54 - Camp Trailer - Parts	1		573.15

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<b>Tropics Hardware</b>					
INV 102000051	12/06/2024	Sikaflex Black, Expanda foam, 30m Garden hose and fittings, Caulking gun, Rubber Door seal, Rubber door seal, 15amp extension lead, Otto open rivet 100pk	1	573.15	
<b>WA Local Government (WALGA)</b>					
EFT16878	20/06/2024	Understanding Financial Reports and Budgets 17th July - Peter Windie & Serving on Council - 3rd and 4th October - Peter Windie	1		2,832.50
INV SI-010647	31/05/2024	Understanding Financial Reports and Budgets 17th July - Peter Windie, Serving on Council - 3rd and 4th October - Peter Windie	1	1,633.50	
INV SI-010644	31/05/2024	HR Toolkit for Managers - 2 Days Training at WALGA Cherie Walker	1	1,199.00	
<b>Westrac Pty Ltd</b>					
EFT16879	20/06/2024	P106 - CAT 140M Grader - Service 1815 hrs	1		8,314.64
INV SI 1770839	12/06/2024	500hr service - P105 - CAT 140M Grader - Service 1815 hrs - Labour, 500hr service - P105 - CAT 140M Grader - Service 1815 hrs - Parts, 500hr service - P105 - CAT 140M Grader - Service 1815 hrs - Mobilisation, 500hr service - P105 - CAT 140M Grader - Service 1815 hrs - Enviornmentals, 500hr service - P105 - CAT 140M Grader - Service 1815 hrs - Freight Recovery	1	4,309.83	
INV SI 1770840	12/06/2024	2000hr service - P106 - CAT Roller 2019 - Service 6530hrs - Laboiur, 2000hr service - P106 - CAT Roller 2019 - Service 6530hrs - Parts, 2000hr service - P106 - CAT Roller 2019 - Service 6530hrs - Mobilisation, 2000hr service - P106 - CAT Roller 2019 - Service 6530hrs - Environmentals, 2000hr service - P106 - CAT Roller 2019 - Service 6530hrs - Freight Recovery	1	4,004.81	
<b>Horizon Power (non-energy)</b>					
EFT16880	21/06/2024	Horizon Power Ready Purchase 23.02.2024 00162653/039	1		1,850.00
INV RPDDDB0051	30/05/2024	Horizon Power Ready Purchase 23.02.2024 00162653/039	1	925.00	
INV RPDDDB0051	30/05/2024	Horizon Power Ready Purchase 18.03.2024 00162653/040	1	925.00	
<b>Pivotel Satellite Pty Ltd</b>					
EFT16881	21/06/2024	Satellite Phone Charges - Usage 15.05.2024 to 14.06.2024 Service 15.06.2024 to 14.07.2024	1		630.00
INV 3852812	15/06/2024	Phone Costs:Satellite 0405 464 076:, , Phone Costs:Satellite 0405 468 286, , , Phone Costs:Satellite 0405 468 077, , , Phone Costs:Satellite 0405 468 683, , , , Phone Costs:Satellite 0405 491 973, , , , , Phone Costs:Satellite 0405 491 547, , , , , , Phone Costs:Satellite 0405 472 285, , , ,	1	630.00	
<b>Telstra Limited</b>					
EFT16882	21/06/2024	Telstra Fixed Line Accounts - Usage Charges - 02.05.2024 to 01.06.2024 Service Charges 02.06.2024 to 01.07.2024	1		544.95
INV K 743 322 1	09/06/2024	Administration Phone, Fax, EFTPOS, , 08 9943 0557 CRC - Transport Dial Up, , 08 9943 0516 Lot 45 Gregory St, , 08 9943 0560 Duplex Nth, , , 08 9943 0840 Lot 17 Gregory St, , 08 9943 0840 Lot 21 Gregory St, , 08 9943 0972 Lot 19 Gregory St, , 08 9943 0508 Pavilion111145.333, , Rounding	1	544.95	
<b>Them Earth Moving</b>					
EFT16883	21/06/2024	AGRN -1021 - Supply plant and operators for road flood damage repairs for period: 27.04.2024 to 13.05.2024	1		322,660.91

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<b>Them Earth Moving</b>					
INV 00001105	14/06/2024	AGRN -1021 - Supply plant and operators for road flood damage repairs - Cobra/Dairy Creek Road - 8050001, AGRN -1021 - Supply plant and operators for road flood damage repairs - Dalgety Downs/Glenburgh Road - 8050013, AGRN -1021 - Supply plant and operators for road flood damage repairs - Dalgety Downs/Landor Road - 8050005, AGRN -1021 - Supply plant and operators for road flood damage repairs -Eudamullah Road - 8050009, AGRN -1021 - Supply plant and operators for road flood damage repairs - Mt Augustus Road - 8050022, AGRN -1021 - Supply plant and operators for road flood damage repairs - Ullawarra Road - 8050002, AGRN -1021 - Supply plant and operators for road flood damage repairs - Wanna Road - 8050015	1	322,660.91	
<b>Them Earth Moving</b>					
EFT16884	21/06/2024	01 Cobra - Dairy Creek Road - Repair blowouts and reconstruct a section of the Cobra Dairy Creek road.	1		82,753.00
INV 00001110	18/06/2024	Side Tippers - Landor Mt Augustus Rd, Side Tipper Roadtrain hire inclusive of fuel and accommodation will be \$205.00/hour excluding GST. Mobilisation & Demobilisation to site and back again at hourly rates.,	1	4,510.00	
INV 00001109	18/06/2024	C3357 - Landor/Mount Augustus - Indigenous Access Road - Labour Hire - Operator 11.06.2024 to 16.06.2024	1	1,881.00	
INV 00001111	18/06/2024	C3357 - Landor/Mount Augustus - Indigenous Access Road - Water Cart Hire 11.06.2024 to 16.06.2024	1	21,637.00	
INV 00001107	20/06/2024	01 Cobra - Dairy Creek Road - Repair blowouts and reconstruct a section of the Cobra Dairy Creek road.	1	54,725.00	
<b>Abbl Contracting &amp; Maintenance</b>					
EFT16885	21/06/2024	C3382 - Fabricate/deliver 10 x 2m depth marker posts.	1		3,580.50
INV INV-0142	20/06/2024	C3382 - Fabricate/deliver 10 x 2m depth marker posts.	1	3,580.50	
<b>Ainsley Mia Hardie</b>					
EFT16886	21/06/2024	Meal allowance for attending Tourism WA Conference & Fuel Receipt	1		381.05
INV MEAL ALL13/06/2024		Meal allowance for attending Tourism WA Conference & Fuel Receipt, Tourism WA Conference & Fuel Receipt	1	381.05	
<b>Blacktop Materials Engineering Pty Ltd</b>					
EFT16887	21/06/2024	Gravel pit sampling C'von Mullewa Road	1		10,131.00
INV 00015686	13/06/2024	Gravel pit sampling C'von Mullewa Road	1	10,131.00	
<b>Carey Downs Station</b>					
EFT16888	21/06/2024	TIDY TOWNS EVENT - Catering over 3 days	1		9,081.00
INV INV-0071	06/05/2024	Catering Tidy Towns Event Dinner Friday May 3, Catering Tidy Towns Event Supper Friday May 3, Catering Tidy Towns Event Morning Tea Saturday May 4, Catering Tidy Towns Event Supper Saturday May 4, Catering Tidy Towns Event Morning Tea Sunday May 5, Catering Tidy Towns Event Lunch Sunday May 5, Catering Tidy Towns Event Supper Sunday May 5	1	9,081.00	
<b>Corsign WA Pty Ltd</b>					
EFT16889	21/06/2024	C3382 - Signes	1		24,092.20
INV 00085694	12/06/2024	signage materials as per quote#85694	1	24,092.20	
<b>Dowling Guidici &amp; Associates</b>					
EFT16891	21/06/2024	Local Planning Strategy Review - Professional Fees	1		6,600.00
INV 24061806	18/06/2024	Local Planning Strategy Review - Professional Fees	1	6,600.00	

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<b>Dowling Guidici &amp; Associates</b>					
<b>Geraldton Trophy &amp; Engraving Centre</b>					
EFT16892	21/06/2024	Council Chamber placecard to read Cherie Walker Executive Assistant	1		61.05
INV 00009074	14/06/2024	Council Chamber placecard to read, Cherie Walker, Executive Assistant, Pick Up Saturday 15.06.2024	1	61.05	
<b>Jason Morris</b>					
EFT16893	21/06/2024	SC15 - Gyprock, patch, repair, fill in old aircon voids, sand and prep for painting.	1		6,100.69
INV ADG27976920/06/2024		SC15 - Remove Tiles in laundry and bathroom. Bead and trowell wall.	1	1,300.00	
INV ADG27976920/06/2024		SC15 - Gyprock, patch, repair, fill in old aircon voids, sand and prep for painting.	1	4,800.69	
<b>Mt Augustus Station (1980) Pty Ltd Tourist Park</b>					
EFT16894	21/06/2024	Accommodation Prize Astrophotography Competition Winner	1		275.00
INV 10701	14/06/2024	Accommodation Prize Astrophotography Competition Winner	1	275.00	
<b>Raw Cattle Co Pty Ltd</b>					
EFT16895	21/06/2024	Labur Hire - Maintenance Grading Landor Mt Augustus Rd & Dalgety Downs - Landor Road	1		5,159.00
INV INV-0068	30/05/2024	Labur Hire - Maintenance Grading Landor Mt Augustus Rd, Labur Hire - Maintenance Grading Dalgety Downs - Landor Road	1	5,159.00	
<b>Tourism Council Western Australia</b>					
EFT16896	21/06/2024	Nominations for Western Australian Tourism Awards 2024	1		1,100.00
INV WA03BA23	18/06/2024	Nominations for Western Australian Tourism Awards 2024	1	1,100.00	
<b>Tropics Hardware</b>					
EFT16897	21/06/2024	Air Dusters	1		29.85
INV 104001156	18/06/2024	Can Of Compressed Air x 3	1	29.85	
<b>Vanguard Print</b>					
EFT16898	21/06/2024	Transport and Warehousing Fee - May 2024	1		303.90
INV 00042317	29/05/2024	Transport and Warehousing Fee - May 2024	1	303.90	
<b>Westrac Pty Ltd</b>					
EFT16899	21/06/2024	P134 - CAT 302 AC Mini Excavator - Replace door	1		290.62
INV SI 1771495	17/06/2024	P134 - CAT 302 AC Mini Excavator - Replace door	1	290.62	
<b>DEPUTY COMMISSIONER OF TAXATION</b>					
EFT16900	25/06/2024	Payment of balance of FBT 23/24 Return	1		14,239.29
INV FBT2324	24/06/2024	Fringe Benefits Tax - Debit, Fringe Benefits Tax Instalment - Credit	1	14,239.29	
<b>RSM Australia Pty Ltd</b>					
EFT16901	28/06/2024	Accounting and Financial Services for 2023/2024 under RFT 01 22-23 June 2024	1		9,135.05
INV GRI00971	24/06/2024	Accounting and Financial Services for 2023/2024 under RFT 01 22-23 June 2024,	1	9,135.05	
<b>Leanne Alys McKeough</b>					
EFT16902	28/06/2024	Monthly Council Fees & Allowances June 2024 - Alys McKeough	1		1,322.88
INV COUNCIL J26/06/2024		Meeting Fee for A McKeough, Travel Allowance, I.T Allowance	1	1,322.88	

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<b>John Leslie Mcclarey</b>					
EFT16903	28/06/2024	Reimbursement of 1st Installment for Health Insurance .	1		537.78
INV HEALTH PI24/06/2024		Reimbursement of 1st Installment for Health Insurance .	1	537.78	
<b>Blanche Maree Walker</b>					
EFT16904	28/06/2024	Monthly Council Fees & Allowances June 2024 - Blanche Walker	1		1,115.84
INV COUNCIL J26/06/2024		Monthly meeting fee for B Walker, I.T Allowance	1	1,115.84	
<b>Carnarvon Electrics</b>					
EFT16905	28/06/2024	Drums of Cable	1		3,414.92
INV 13720	24/06/2024	1x 166.66m of Cable - (500m Drum of Cable in Total), 1x 166.66m of Cable - (500m Drum of Cable in Total), 1x 166.68m of Cable - (500m Drum of Cable in Total)	1	2,299.00	
INV 13718	24/06/2024	P144 - Kings Caravan - Supply and install 12V power system to caravan	1	1,115.92	
<b>Carnarvon Auto Service Pty Ltd t/a Carnarvon Tyres &amp; Towing</b>					
EFT16906	28/06/2024	Tyres for P89 - Roller: Bomag & P79 - Camp Trailer	1		2,721.70
INV 0007555	21/06/2024	Replace roller tyre 23.1-26 R3 + Fitting, Disposal, Frieght and Tyre Levy, ROADX 255/70R22.5 + Fitting, Disposal, Freight & Balancing	1	2,721.70	
<b>JW &amp; JP Caunt</b>					
EFT16907	28/06/2024	Monthly Council Fees & Allowances June 2024 - Jim Caunt	1		3,818.17
INV COUNCIL J26/06/2024		Meeting Fee for J Caunt, Travel Allowance for J Caunt, Monthly IT Allowance, Monthly Deputy President Allowance	1	3,818.17	
<b>Coolyou Pty Ltd t/a Dust Up Projects</b>					
EFT16908	28/06/2024	Freight from Carnarvon to Gascoyne Junction 20.05.2024 to 10.06.2024	1		4,112.00
INV INV-416	12/06/2024	Freight from Carnarvon to Gacoyne Juntion - Signage, Works, and Staff Retention Scheme Freight	1	4,112.00	
<b>Autopro Carnarvon</b>					
EFT16910	28/06/2024	3 x UHF Radio's for P36, P100 & P76	1		1,476.98
INV 2090535	21/06/2024	GME TX4500 UHF radio, GME TX3500S UHF radio, GME TX3500S UHF radio	1	1,476.98	
<b>Paul D Kearney - Carpenter &amp; Joiner</b>					
EFT16911	28/06/2024	CEO's Office Renovation. - Final Payment	1		8,232.40

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<b>Paul D Kearney - Carpenter &amp; Joiner</b>					
INV 154	26/06/2024	Quote: CEO's Office Renovation., Remove and dispose of asbestos internal walls and ceiling in CEO's office and hallway., Strengthen existing walls where necessary. completely remove and replace the dividing wall between office and hallway. Add a wall to divide the office into two offices 1@2.6 wide and 1@3.3wide., Install two new double glazed sliding windows the same size and position as existing window., Install new rondo ceiling battern to ceiling., Install R2.0 batts to walls and R3.5 batts to ceiling, Line all internal walls and ceiling with gyprock., New skirting and architraves., Paint., Remove and reinstate the newer existing aircon and install one new 2500 watt aircon., Electrical: Install 11 new power points, 7 new data points, 3 new light switches, 8 new down lights 3 new double batten LED's as per supplied drawing., Price does not include new floor coverings., Price does include all travel, labor and materials., Shire to provide accommodation.	1	8,232.40	
<b>The Trustee For Kempton Family Trust T/A The Junction Pub and Tourist Park</b>					
EFT16912	28/06/2024	Council Meetings: Lunches and Refreshments - June 2024	1		291.00
INV 5072020	26/06/2024	Council Meetings: Lunches and Refreshments	1	291.00	
<b>Landgate</b>					
EFT16913	28/06/2024	Mining Tenements Chargeable Schedule G2024/02 Dated 02.03.2024 to 24.05.2024	1		430.60
INV 394369	21/06/2024	Mining Tenements Chargeable Schedule G2024/02 Dated 02.03.2024 to 24.05.2024	1	430.60	
<b>Hamish McTaggart</b>					
EFT16914	28/06/2024	Monthly Council Fees & Allowances June 2024 - Hamish McTaggart	1		1,571.44
INV COUNCIL J26/06/2024		Meeting Fee for H McTaggart, Travel Allowance, Deputy President Allowance, I.T Allowance	1	1,571.44	
<b>Moore Australia (WA) Pty Ltd</b>					
EFT16915	28/06/2024	Review long term financial planning portion of the Strategic Resource Plan 2023-2038	1		1,518.00
INV 435638	07/06/2024	Review long term financial planning portion of the Strategic Resource Plan 2023-2038	1	1,518.00	
<b>Moray &amp; Agnew Lawyers</b>					
EFT16916	28/06/2024	Prepare and finalise a Road Use Agreement between the SUG and Hastings for the use of Ullawarra / Carnarvon-Mullewa and Edmond Gifford Creek Roads. To be reimbursed by Hastings	1		6,270.00
INV 759741	26/06/2024	Prepare and finalise a Road Use Agreement between the SUG and Hastings for the use of Ullawarra / Carnarvon-Mullewa and Edmond Gifford Creek Roads., , Moray & Agnew may undertake the works on this basis and that Hastings/Yangibana Pty Ltd will be responsible for paying the account for the Shire	1	6,270.00	
<b>Ray Hoseason-Smith</b>					
EFT16917	28/06/2024	Monthly Council Fees & Allowances June 2024 - Ray Hoseason-Smith	1		1,341.51
INV COUNCIL J26/06/2024		Meeting Fee foor R Hoseason-Smith, Travel Allowance, I.T Allowance	1	1,341.51	
<b>Team Global Express</b>					
EFT16918	28/06/2024	Freight for New Computer Office Equipement fom PCS 18.06.2024 to 20.06.2024	1		293.85
INV 1132-MWB:23/06/2024		Freight for New Computer Office Equipement fom PCS 18.06.2024 to 20.06.2024	1	293.85	
<b>Tropics Hardware</b>					
EFT16919	28/06/2024	8007806 Screw Self Drilling Metal 10-16 x 16mm box 1000 Zinc	1		54.00

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<b>Tropics Hardware</b>					
INV 101000049	26/06/2024	8007806 Screw Self Drilling Metal 10-16 x 16mm box 1000 Zinc	1	54.00	
<b>Valentine's Painting Service</b>					
EFT16920	28/06/2024	Lot 21 Gregory Street - Verandah - Power-wash, mechanical clean of all rusty surfaces, spot prime with kill-rust primer and 2x coat of gloss enamel to all steel beams and posts.	1		20,636.00
INV 14083	12/06/2024	Lot 40 Gregory Street - Verandah - Power-wash, mechanical clean of all rusty surfaces, spot prime with kill-rust primer and 2x coat of gloss enamel to all steel beams and posts, Timber Fascias - Sand, patch, prime and repaint timber fascias with 2x coats of exterior grade acrylic., Remove & reinstate shade-cloth screens/fixtures, , Travel	1	6,607.33	
INV 14083	25/06/2024	Verandah - Power-wash, mechanical clean of all rusty surfaces, spot prime with kill-rust primer and 2x coat of gloss enamel to all steel beams and posts, Timber Fascias - Sand, patch, prime and repaint timber fascias with 2x coats of exterior grade acrylic., Remove & reinstate shade-cloth screens/fixtures, , Travel	1	6,607.33	
INV 14083	25/06/2024	Lot 21 Gregory Street - Verandah - Power-wash, mechanical clean of all rusty surfaces, spot prime with kill-rust primer and 2x coat of gloss enamel to all steel beams and posts., Timber Fascias - Sand, patch, prime and repaint timber fascias with 2x coats of exterior grade acrylic., Remove & reinstate shade-cloth screens/fixtures, , Travel	1	7,421.34	
<b>Westrac Pty Ltd</b>					
EFT16921	28/06/2024	P100 - CAT 140M Grader - 500 hr Service	1		2,205.05
INV SI 1764039	08/05/2024	P100 - CAT 140M Grader - 500 hr Service - Labour, P100 - CAT 140M Grader - 500 hr Service - Parts, P100 - CAT 140M Grader - 500 hr Service - Environmentals	1	2,205.05	
<b>William Baston</b>					
EFT16922	28/06/2024	Monthly Council Fees & Allowances June 2024 - William Baston	1		1,115.84
INV COUNCIL J26/06/2024		Meeting Fee for Will Baston, I.T Allowance,	1	1,115.84	
<b>Peter Windie</b>					
EFT16923	28/06/2024	Monthly Council Fees & Allowances June 2024 - Peter Windie	1		1,115.84
INV COUNCIL J26/06/2024		Meeting Fee for P Windie, I.T Allowance	1	1,115.84	
<b>Gascoyne Office Equipment</b>					
EFT16924	28/06/2024	Printing and Photocopying Costs - CRC & Admin April 2024	1		1,476.23
INV SOF5698-4405/05/2024		Printing and Photocopying Costs - Admin & Works, Printing and Photocopying Costs - CRC	1	1,476.23	
<b>Kennedy Vinciullo</b>					
EFT16925	28/06/2024	Legal Dispute with Nordic Fitness - Excercise Bike.	1		528.00
INV 1986	12/06/2024	Legal Dispute with Nordic Fitness - Excercise Bike.	1	528.00	
<b>Perfect Computer Solutions Pty Ltd</b>					
EFT16926	28/06/2024	MS365 Office for all Administration & CRC Staff - Annual License 01.07.2024 to 30.06.2024 and Exchange Online Plan, inclusive of Labour	1		13,273.20
INV 28849	27/06/2024	Monthly fee for monitoring, management and resolution of disaster recovery options, I.T Support for Administration Office	1	170.00	

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**SHIRE OF UPPER GASCOYNE**  
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<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
<b>Perfect Computer Solutions Pty Ltd</b>					
INV 28843	27/06/2024	Office 365 Licence - Business Premium - CEO - John McCleary, Office 365 Licence - Business Premium - financemanager - Andrea Pears, Office 365 Licence - Business Premium - works - Jarrod Walker, Office 365 Licence - Business Premium - wf - Sean Walker, Office 365 Licence - Business Premium - cso - Cherie Walker, Office 365 Licence - Business Premium - csof - Cynthia Wright, Office 365 Licence - Business Premium - tcd - Ainslie Hardie, Office 365 Licence - Business Premium - worksadmin - Billie O'Sullivan, Office 365 Licence - Business Premium - crc - Brooke Soltoggio, Office 365 Licence - Business Premium - temp - ChambersNB, Exchange Online Plan 1 Licences for Councillors (Email Only), Migrate current email data from on premise to 365 Cloud inclusive of Labour	1	9,572.20	
INV 28847	27/06/2024	Site Visit to Upgrade and Install Computers, Install RAM and Repair Server.	1	3,531.00	
<b>Vanguard Print</b>					
EFT16927	28/06/2024	Warehousing and Transport Fees - June 2024	1		236.94
INV 00042706	26/06/2024	Warehousing and Transport Fees - June 2024	1	236.94	
<b>Greenfield Technical Services</b>					
EFT16928	28/06/2024	AGRN1021- Project Management Costs - March/April 2022 Flood Damage Event 03.06.2024 to 16.06.2024	1		47,865.20
INV INV-4013	23/05/2024	AGRN-1021 - Project Management Costs - March/April 2022 Flood Damage Event Package 2 - 13.05.2024 to 26.05.2024	1	13,569.29	
INV INV-4070	24/06/2024	AGRN1021- Project Management Costs - March/April 2022 Flood Damage Event 03.06.2024 to 16.06.2024	1	24,882.66	
INV INV-4036	26/06/2024	AGRN-1021 - Project Management Costs - March/April 2022 Flood Damage Event Package 1 - 01.04.2024 to 31.05.2024	1	9,413.25	
<b>Greenfield Technical Services</b>					
EFT16929	28/06/2024	C3380 - State Initiative Program - Landor Meekatharra. Provision of engineering, project management of Landor Meekatharra Bitumen Upgrades 23-24 - 01.05.2024 to 31.05.2024	1		2,929.85
INV INV-4060	26/06/2024	C3380 - State Initiative Program - Landor Meekatharra. Provision of engineering, project management of Landor Meekatharra Bitumen Upgrades 23-24 - 01.05.2024 to 31.05.2024	1	2,271.50	
INV INV-4053	26/06/2024	C3380 - State Initiative Program - Landor Meekatharra. Provision of engineering, project management of Landor Meekatharra Bitumen Upgrades 23-24 - 01.05.2024 to 31.05.2024	1	658.35	
<b>M.T.F Services Pty Ltd</b>					
EFT16930	28/06/2024	C3380 - Landor / Meekatharra Road Bitumen Upgrade - Earthworks and pavements. 06.06.2024 to 19.06.2024	1		32,631.50
INV 3100	25/06/2024	C3380 - Landor / Meekatharra Road Bitumen Upgrade - Earthworks and pavements. 06.06.2024 to 19.06.2024	1	32,631.50	
<b>Greenfield Technical Services</b>					
EFT16931	28/06/2024	AGRN1062 - Procurement of contractor for reinstatment - Expenses - Advertising West Australian Newspaper	1		1,165.77
INV INV-4044	26/06/2024	AGRN1062 - Procurement of contractor for reinstatment - Expenses - Advertising West Australian Newspaper	1	690.29	
INV INV-4043	26/06/2024	AGRN-1062 - Project Management Costs - April 2023 Flood Damage Event for period 01.03.2024 to 31.05.2024	1	475.48	
<b>Telstra Limited</b>					
EFT16932	28/06/2024	Shire Mobile Phones - Usage Charges - 02.05.2024 to 01.06.2024 Service Charges 02.06.2024 to 01.07.2024	1		486.92
INV JUNE 2024	20/06/2024	Administration Mobile Phones, Ipad , , Message Boards an Road Cameras & Manager of Works and Town Maintenance Supervisor Mobile Phones, , CRC Mobile and WIFI	1	486.92	



Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
<b>Super Directions Fund</b>					
DD11107.1	05/06/2024	Superannuation contributions	1		318.01
INV SUPER	05/06/2024	Super. for Nathaniel John Rogers 967644975 05/06/2024	1	318.01	
<b>IOOF</b>					
DD11107.2	05/06/2024	Superannuation contributions	1		459.80
INV SUPER	05/06/2024	Super. for Jamie Podmore 16574373 05/06/2024	1	459.80	
<b>Retail Employees Superannuation Trust</b>					
DD11107.3	05/06/2024	Superannuation contributions	1		121.28
INV SUPER	05/06/2024	Super. for Brooke Soltoggio 125432453 05/06/2024	1	121.28	
<b>The Trustee For Aware Super</b>					
DD11107.4	05/06/2024	Superannuation contributions	1		3,975.77
INV DEDUCTIO	05/06/2024	Payroll Deduction for Thomas George Fletcher 05/06/2024	1	300.00	
INV DEDUCTIO	05/06/2024	Payroll Deduction for Jarrod Lachlan Walker 05/06/2024	1	192.07	
INV DEDUCTIO	05/06/2024	Payroll Deduction for Dameon Dwayne Whitby 05/06/2024, Payroll Deduction for Ian Douglas Golding 05/06/2024	1	488.18	
INV SUPER	05/06/2024	Super. for Thomas George Fletcher 65322422 05/06/2024, Super. for Jarrod Lachlan Walker 65337760 05/06/2024, Super. for Jarrod Lachlan Walker 65337760 05/06/2024, Super. for John Leslie McCleary 65329048 05/06/2024, Super. for Dameon Dwayne Whitby 65322126 05/06/2024, Super. for Dameon Dwayne Whitby 65322126 05/06/2024, Super. for David George Miller 65399810 05/06/2024	1	2,995.52	
<b>Australian Retirement Trusts</b>					
DD11107.5	05/06/2024	Superannuation contributions	1		756.67
INV DEDUCTIO	05/06/2024	Payroll Deduction for Cherie Jessica Walker 05/06/2024	1	180.16	
INV SUPER	05/06/2024	Super. for Cherie Jessica Walker 902432443 05/06/2024, Super. for Cherie Jessica Walker 902432443 05/06/2024	1	576.51	
<b>MLC Masterkey Super</b>					
DD11107.6	05/06/2024	Superannuation contributions	1		881.95
INV DEDUCTIO	05/06/2024	Payroll Deduction for Sean Wallace Walker 05/06/2024	1	209.99	
INV SUPER	05/06/2024	Super. for Sean Wallace Walker 4901151 05/06/2024, Super. for Sean Wallace Walker 4901151 05/06/2024	1	671.96	
<b>ANZ Smart Choice Super</b>					
DD11107.7	05/06/2024	Superannuation contributions	1		606.48
INV DEDUCTIO	05/06/2024	Payroll Deduction for Billie O'Sullivan 05/06/2024	1	144.40	
INV SUPER	05/06/2024	Super. for Billie O'Sullivan 016610240380065 05/06/2024, Super. for Billie O'Sullivan 016610240380065 05/06/2024	1	462.08	
<b>CBUS</b>					
DD11107.8	05/06/2024	Superannuation contributions	1		648.78
INV DEDUCTIO	05/06/2024	Payroll Deduction for Cynthia Ann Wright 05/06/2024	1	154.47	
INV SUPER	05/06/2024	Super. for Cynthia Ann Wright 6406493 05/06/2024, Super. for Cynthia Ann Wright 6406493 05/06/2024	1	494.31	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
<b>Australian Super</b>					
DD11107.9	05/06/2024	Payroll deductions	1		278.85
INV DEDUCTIO	05/06/2024	Payroll Deduction for Andrea, Denise Pears 05/06/2024	1	278.85	
<b>Super Directions Fund</b>					
DD11126.1	19/06/2024	Superannuation contributions	1		-318.01
INV REVERSAL	19/06/2024	Reversal of Super. for Nathaniel John Rogers 967644975 19/06/2024	1	-318.01	
<b>Super Directions Fund</b>					
DD11129.1	19/06/2024	Superannuation contributions	1		-318.01
INV REVERSAL	19/06/2024	Reversal of Super. for Nathaniel John Rogers 967644975 19/06/2024	1	-318.01	
<b>Super Directions Fund</b>					
DD11130.1	05/06/2024	Superannuation contributions	1		318.01
INV SUPER	19/06/2024	Super. for Nathaniel John Rogers 967644975 19/06/2024	1	318.01	
<b>Super Directions Fund</b>					
DD11132.1	05/06/2024	Superannuation contributions	1		318.01
INV SUPER	19/06/2024	Super. for Nathaniel John Rogers 967644975 19/06/2024	1	318.01	
<b>Super Directions Fund</b>					
DD11134.1	19/06/2024	Superannuation contributions	1		318.01
INV SUPER	19/06/2024	Super. for Nathaniel John Rogers 967644975 19/06/2024	1	318.01	
<b>Retail Employees Superannuation Trust</b>					
DD11134.2	19/06/2024	Superannuation contributions	1		154.00
INV SUPER	19/06/2024	Super. for Brooke Soltoggio 125432453 19/06/2024	1	154.00	
<b>The Trustee For Aware Super</b>					
DD11134.3	19/06/2024	Superannuation contributions	1		3,745.38
INV DEDUCTIO	19/06/2024	Payroll Deduction for Thomas George Fletcher 19/06/2024	1	300.00	
INV DEDUCTIO	19/06/2024	Payroll Deduction for Jarrod Lachlan Walker 19/06/2024	1	192.07	
INV DEDUCTIO	19/06/2024	Payroll Deduction for Dameon Dwayne Whitby 19/06/2024	1	255.75	
INV SUPER	19/06/2024	Super. for Thomas George Fletcher 65322422 19/06/2024, Super. for Jarrod Lachlan Walker 65337760 19/06/2024, Super. for Jarrod Lachlan Walker 65337760 19/06/2024, Super. for John Leslie McCleary 65329048 19/06/2024, Super. for Dameon Dwayne Whitby 65322126 19/06/2024, Super. for Dameon Dwayne Whitby 65322126 19/06/2024, Super. for David George Miller 65399810 19/06/2024	1	2,997.56	
<b>Australian Retirement Trusts</b>					
DD11134.4	19/06/2024	Superannuation contributions	1		833.45
INV DEDUCTIO	19/06/2024	Payroll Deduction for Cherie Jessica Walker 19/06/2024	1	198.44	
INV SUPER	19/06/2024	Super. for Cherie Jessica Walker 902432443 19/06/2024, Super. for Cherie Jessica Walker 902432443 19/06/2024	1	635.01	

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Cheque /EFT No	Date	Name Invoice Description	Bank Code	INV Amount	Amount
<b>MLC Masterkey Super</b>					
DD11134.5	19/06/2024	Superannuation contributions	1		881.95
INV DEDUCTIO	19/06/2024	Payroll Deduction for Sean Wallace Walker 19/06/2024	1	209.99	
INV SUPER	19/06/2024	Super. for Sean Wallace Walker 4901151 19/06/2024, Super. for Sean Wallace Walker 4901151 19/06/2024	1	671.96	
<b>ANZ Smart Choice Super</b>					
DD11134.6	19/06/2024	Superannuation contributions	1		606.48
INV DEDUCTIO	19/06/2024	Payroll Deduction for Billie O'Sullivan 19/06/2024	1	144.40	
INV SUPER	19/06/2024	Super. for Billie O'Sullivan 016610240380065 19/06/2024, Super. for Billie O'Sullivan 016610240380065 19/06/2024	1	462.08	
<b>CBUS</b>					
DD11134.7	19/06/2024	Superannuation contributions	1		648.78
INV DEDUCTIO	19/06/2024	Payroll Deduction for Cynthia Ann Wright 19/06/2024	1	154.47	
INV SUPER	19/06/2024	Super. for Cynthia Ann Wright 6406493 19/06/2024, Super. for Cynthia Ann Wright 6406493 19/06/2024	1	494.31	
<b>Australian Super</b>					
DD11134.8	19/06/2024	Payroll deductions	1		278.85
INV DEDUCTIO	19/06/2024	Payroll Deduction for Andrea, Denise Pears 19/06/2024	1	278.85	
<b>Australian Super</b>					
DD11134.9	19/06/2024	Superannuation contributions	1		1,188.18
INV SUPER	19/06/2024	Super. for Alison Watson 702403355 19/06/2024, Super. for Andrea, Denise Pears 65519574 19/06/2024, Super. for Andrea, Denise Pears 65519574 19/06/2024	1	1,188.18	
<b>Australian Super</b>					
DD11107.10	05/06/2024	Superannuation contributions	1		1,188.17
INV SUPER	05/06/2024	Super. for Alison Watson 702403355 05/06/2024, Super. for Andrea, Denise Pears 65519574 05/06/2024, Super. for Andrea, Denise Pears 65519574 05/06/2024	1	1,188.17	
<b>AMP Flexible Super</b>					
DD11107.11	05/06/2024	Superannuation contributions	1		743.78
INV SUPER	05/06/2024	Super. for Ian Douglas Golding 953593995 05/06/2024, Super. for Ian Douglas Golding 953593995 05/06/2024	1	743.78	
<b>NGS Super</b>					
DD11107.12	05/06/2024	Superannuation contributions	1		382.54
INV SUPER	05/06/2024	Super. for Ainsley Mia Hardie 440111567 05/06/2024	1	382.54	
<b>NGS Super</b>					
DD11134.10	19/06/2024	Superannuation contributions	1		382.54
INV SUPER	19/06/2024	Super. for Ainsley Mia Hardie 440111567 19/06/2024	1	382.54	
<b>IOOF</b>					
DD11134.11	19/06/2024	Superannuation contributions	1		459.80
INV SUPER	19/06/2024	Super. for Jamie Podmore 16574373 19/06/2024	1	459.80	

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<b>Cheque /EFT</b>	<b>Name</b>	<b>Bank</b>	<b>INV</b>	
<b>No</b>	<b>Date</b>	<b>Code</b>	<b>Amount</b>	<b>Amount</b>

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**TOTAL INVOICES BY PAYMENT TYPE**

Direct Debit / BPAY	19,859.50
EFT	1,085,601.47

**REPORT TOTALS**

<b>Bank Code</b>	<b>Bank Name</b>	<b>TOTAL</b>
1	MUNICIPAL FUND BANK	<b>1,105,460.97</b>
<b>TOTAL</b>		<b>1,105,460.97</b>
<b>TOTAL CREDIT NOTES</b>		<b>0.00</b>
<b>TOTAL PAYMENTS LESS CREDIT NOTES</b>		<b>1,105,460.97</b>

**SHIRE OF UPPER GASCOYNE**



**Shire Legal Expenses for the Period 01/04/2024 to 30/06/2024**

Invoice Date	Creditor	Invoice No.	Invoice Description	Invoice Amount
31/03/2024	HEN01	1883	Preparation of Memorandum of Understanding regarding Medical Clinic and WACHS	915.00
30/04/2024	HOU01	2257	Prepare an ILUA - Harch Street Land Development - Email Client regarding regulations, Review letter from CCNTS and respond - Update Client regarding status and email to CCNTS regarding ILUA. Attendance on CCNTS and email to client regarding ILUA.	600.00
12/06/2024	HEN01	1986	Legal Dispute with Nordic Fitness - Exercise Bike	480.00

Expenditure to report for Legal Fees during the Period 01/04/2024 to 30/06/2024

1,995.00

**Total Running Balance for Legal Services provided from 1st July 2023 to 30th June 2024**

**14,901.85**

**SHIRE OF UPPER GASCOYNE**

**Shire Rates Debt Collection Expenses for the Period 01/04/2024 to 30/06/2024**

Invoice Date	Creditor	Invoice No.	Invoice Description	Invoice Amount
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NIL Expenditure to report for Rates Debt Collection during the Period 01/04/2024 to 30/06/2024

0.00

**Total Running Balance for Debt Collection Services provided from 1st July 2023 to 30 June 2024**

**0.00**

# **APPENDIX 2**

**(Gascoyne Regional Road Group Meeting Minutes.)**



OFFICIAL



## Gascoyne Regional Road Group

# Minutes - Meeting 3 - 2023/2024

### Gascoyne Regional Road Group Meeting

21<sup>st</sup> June 2024 at 12:30pm

Shire of Upper Gascoyne Council Chambers

**Chairperson:** Hamish McTaggart

**Secretary:** Kate Medhurst

<b>Gascoyne Regional Road Group Delegates</b> (effective 24/11/2023)	<b>Shire of Carnarvon</b> - Cr. Burke Maslen - Proxy: President Eddie Smith <b>Shire of Upper Gascoyne</b> - Cr. Hamish McTaggart – Proxy: Cr. Jim Caunt <b>Shire of Shark Bay</b> - Cr. Greg Ridgley – Proxy: President Cheryl Cowell <b>Shire of Exmouth</b> - President Matthew Niikkula - Proxy: Cr. Jackie Brooks
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<b>Attendees:</b>	Burke Maslen David Nielsen Sa Toomalatai Hamish McTaggart John McCleary Jarrod Walker Brian Galvin Matthew Niikkula Tom Carroll Ziggy Wilk Leon Wilson Kate Medhurst	Shire of Carnarvon Shire of Carnarvon Shire of Carnarvon Shire of Upper Gascoyne Shire of Upper Gascoyne Shire of Upper Gascoyne Shire of Shark Bay (via Teams) Shire of Exmouth Shire of Exmouth Shire of Exmouth (via Teams) Main Roads WA Main Roads WA
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<b>Visitors:</b>	Mark Bondiotti Ian McCabe Gaff Murray Kevin Pethick Andrea Pitcher Merome Beard	WALGA WALGA Roadwise Main Roads WA Main Roads WA Main Roads WA Main Roads WA Member for North West Central
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<b>Apologies:</b>	Dale Chapman Greg Ridgley Cheryl Cowell Ben Lewis Murray Swarbrick	Shire of Shark Bay Shire of Shark Bay Shire of Shark Bay Shire of Exmouth Shire of Exmouth
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### AGENDA – [Click here to access agenda document](#)

1.	<a href="#">Attendance and Apologies</a>	Chairperson
2.	<a href="#">Endorsement of previous minutes</a> 22 <sup>nd</sup> March 2024	Chairperson
3.	<a href="#">Business arising from previous minutes</a>	Chairperson
4.	<a href="#">Correspondence</a>	Chairperson
5.	<a href="#">Standing Reports</a>	Various
6.	<a href="#">Other Business</a>	Various
7.	<a href="#">New Business</a>	Various



# Gascoyne Regional Road Group

## Minutes

### 1. Attendance and Apologies

**Chairperson**

1.1 Attendance and Apologies – see the above list

### 2. Endorsement of previous minutes

**Chairperson**

2.1 Previous Gascoyne Regional Road Group Meeting Minutes – 22<sup>nd</sup> March 2024

Emailed to the Group 27<sup>th</sup> March 2024

These minutes are a true reflection of the meeting -

Moved: Matthew Niikkula

Seconded: Burke Maslen

### 3. Business arising from previous minutes

**Chairperson**

3.1 Actions arising from the Meeting of 22<sup>nd</sup> March 2024

4.1 22<sup>nd</sup> March 2023 Meeting 4.1, February 2023 Meeting 3.3, June 2023 Meeting 6.6, November 2023 Meeting 8.2 – Development of Multi-Criteria Assessment Model – Mark Bondiotti and Max Bushell have met with Jarred Walker and have an MCA in draft form, it is a simple, fit for purpose and will be presented at the next meeting. Max Bushell presented the MCA to the group during the WALGA Standing Report, A subgroup will be formed to discuss the details so the MCA can be presented at the June meeting to be accepted.

- Kate emailed a meeting invite for Monday 6<sup>th</sup> May – The meeting was held at Main Roads conference room and via Teams
- Meeting outcome –
  - Preservation Model - Condition Assessment (40%) to be changed to documented evidence, which can include but is not limited to, photos, diary entries, emails, and Council Minutes.
  - Version 3 of the MCA was sent out Monday 6<sup>th</sup> May 2024 with the email summary of the meeting
  - Link to updated documents (v4) – see agenda and will be emailed out
  - Discussion and vote in Other Business – 6.1



## Gascoyne Regional Road Group

5.5 WALGA Report - Mark Bondiotti to speak with John McCleary regarding the use of tools for pricing on the WALGA website and review the user guides.

Mark Bondiotti has sent out surveys to 4 Local Governments and is awaiting 2 responses regarding information for pricing guides and asset preservation models. WALGA would like to develop an online tool to produce a marginal cost for industry which can be negotiated between the Local Government and Industry. Will report back on progress in the new year.

22<sup>nd</sup> March 2024 update - A survey of unit rates has been conducted and finalized. The next step is National Transport and Research Organisation to update the user guides to reflect the new rates. We envisage the project will take another 6 months to complete.

6.1 Other Business – Gascoyne Regional Road Group Procedures Manual Update – add to the manual to align with the update of the State Funds for Regional Roads Procedures from September 2023

- Reporting Structure
- Direct Grant – Certificate of Completion -Updated Certificate
- Road and Bridge Data for IRIS upload

7.2 Shire of Exmouth Letter to Main Roads regarding a slip lane into the Airport terminal on Minilya Exmouth Road – Email was sent to Louise Adamson at Main Roads

- There has not been a response from Main Roads
- Matthew Niikkula is going to raise the slip lane issue with the Minster next month.
- There is a contractor in place at Learmonth Airport to complete airport and runway upgrades. They will have equipment on-site and be able to complete it without additional mobilisation costs.
- The project is shovel-ready. Leon Wilson addresses the funding issues that Main Roads has to complete the job. He & Louise will look at funding options. He believes that the project could be completed for a lot less than originally quoted.

### 4. Correspondence

**Chairperson**

State Roads Funds to Local Government Advisory Committee Agenda – April 2024 Meeting

- Noted
  - John McCleary commented about the underspend by other regions in the year-to-date figures listed in the SAC Agenda. He asked about the Bridgeworks funding and how Shires go about applying for funding to fix issues – Mark Bondiotti responded that it is for Capital works for bridges that are at the end of their life or need repairs. Level 2 Bridge inspections will be decided by Main Roads Structures Team.
- 4.1 **Action:** Kate Medhurst will contact the Main Roads Structures Team to see if a Level 2 inspection has been arranged for the Gascoyne.
- John raised that the WA Bike Network Footpath Grants – the process is very time-consuming and bureaucratic.
- Action:** Leon Wilson to write a letter to the Department of Transport to simplify the grant and acquittal process. Work with the Shires to provide examples of effort v cost.



## Gascoyne Regional Road Group

4.2	<p>State Roads Funds to Local Government Advisory Committee Minutes – April 2024 Meeting</p> <ul style="list-style-type: none"> <li>Noted</li> </ul>	
4.3	<p>Letter to SAC regarding the South West Region Underspend – Response from SAC received 5/6/2024</p> <p><b>Action:</b> Kate to work with Hamish and will reply to SAC for the August meeting. The Gascoyne regions have projects that can use additional funds, e.g., spending an additional money on current projects or bringing forward a project for the next year. Each Shire will nominate 1 project that could be brought forward and approximate value to be included in the letter.</p>	
<b>5. Standing Reports</b>		
5.1	<p>Finance Report – June 2024 &amp; overview for 2024/2025 – tabled</p> <ul style="list-style-type: none"> <li>Noted</li> <li>Shires of Carnarvon, Upper Gascoyne &amp; Shark Bay have fully spent the Road Project Grants.</li> <li>Shire of Exmouth has had issues with their awarded contractor and has now engaged their legal team to terminate the contract. They are unable to award a new contract to have the work completed by the end of the month.</li> <li>The Shire of Exmouth will come up with other work they can complete next week, and Kate will email it to the group.</li> <li><i>Update 25/06/2024 – The Shire of Exmouth has sent out an updated scope of works and Kate has emailed the group for approval and all the delegates have agreed to the program. The Shire will have the works completed by the end of June 2024 to fully spent their Road Project Grant for 23/24.</i></li> </ul>	Kate Medhurst
5.2	<p>Finance Report – 2024/2025 - tabled</p> <ul style="list-style-type: none"> <li>Noted</li> </ul>	Kate Medhurst
5.3	<p>3 -5 year works plan</p> <ul style="list-style-type: none"> <li>Noted</li> </ul>	Kate Medhurst
5.4	<p>Main Roads WA Mid West - Gascoyne Region Directors Report</p> <ul style="list-style-type: none"> <li>Noted - See attached</li> </ul>	Leon Wilson
5.5	<p>Level 1 Bridge Inspections - Noted</p> <ul style="list-style-type: none"> <li>Due by 30<sup>th</sup> April 2024 – completed for 2023/2024</li> <li>Emailed to Structures team at Main Roads and cc in Kate Medhurst to record them as complete</li> </ul>	Kate Medhurst

## Gascoyne Regional Road Group

5.6	<p>WALGA Report – tabled &amp; noted</p> <ul style="list-style-type: none"> <li>• Mark asked the Shire if they would be interested in a video condition survey for significant roads. It will be completed in accordance with WALGA condition manual and could be uploaded to the Shire’s management system eg, IRIS. All shires agreed they would be interested in this. The Shire of Exmouth noted they are having a survey completed this month.</li> <li>• Procurement for this will commence in July and Mark hopes that the survey is completed by September.</li> <li>• It was asked if other roads could be included in the survey if funded by the Shire. Mark confirmed that this would be possible.</li> </ul>	Mark Bondietti
5.7	<p>Roadwise Report – tabled &amp; noted</p> <ul style="list-style-type: none"> <li>• Ian introduced himself to the room, he is available to provide support to all the Shires in the Gascoyne and help them use the program LG Stars –safety rating on Local Government Roads according to various criteria.</li> </ul>	Ian McCabe

### 6. Other Business

6.1	<p>Multi-Criteria Assessment Model for the Gascoyne Regional Road Group – based on the criteria from the sub-group meeting on 6<sup>th</sup> May 2024.</p> <ul style="list-style-type: none"> <li>• Link to version 4 MCA – with update from 6<sup>th</sup> May meeting – Form was available in the agenda</li> </ul> <p><b>Motion:</b> Adopting version 4 of the Multi-Criteria Assessment model for Road Project Grant applications -</p> <ul style="list-style-type: none"> <li>• The Gascoyne Regional Road Group Procedures manual is to be updated to reflect the model's adoption.</li> <li>• MCA is to be used for the submission of 25/26 going forward.</li> </ul> <p><b>Moved:</b> Hamish McTaggart                                      <b>Seconded:</b> Burke Maslen</p> <p><b>Action:</b></p> <ul style="list-style-type: none"> <li>• Kate to work with WALGA to implement the MCA into the Gascoyne Regional Road Group.</li> <li>• Kate to send MCA to SAC for endorsement.</li> <li>• Document to be sent out to all Shire’s to use for this years submission.</li> </ul>	
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### 7. New Business

7.1	<p>Shire of Exmouth has submitted an application to add Maidstone Crescent to the Gascoyne Roads 2040 document. Supporting documentation is available in the agenda.</p> <p><b>Motion:</b> Maidstone Crescent in the Shire of Exmouth be added to the Gascoyne Roads 2040 document and referred to S.A.C. for endorsement.</p> <p><b>Moved:</b> Hamish McTaggart                                      <b>Seconded:</b> Burke Maslen</p> <p><b>Action:</b> Kate to submit Maidstone Crescent for the Shire of Exmouth to SAC for endorsement.</p>	
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## Gascoyne Regional Road Group

7.2	<p>Shire of Carnarvon - David Nielsen</p> <p>The Shire of Carnarvon has awarded a 3-year program by tender to deliver there the RRG program. They will run a 12-week program at the end of 24/25 and into 25/26 to reduce mob/demob costs and spend more money on Roads.</p> <ul style="list-style-type: none"> <li>• They want to make the group aware that the final claim for 24/25 can potentially not be claimed until July 2025.</li> <li>• Shire of Carnarvon to keep the group informed of their works program over the year.</li> <li>• Kate to work with the Shire to manage the budgets and timing.</li> <li>• The Shire has DOT funding to complete upgrades to the Airport and will have a tender for an asphalt contractor coming up; please let the Shire know if you have any need for an Asphalt contractor and can work together while they are in the area.</li> <li>• This is David Nielsen's last RRG meeting. He is leaving the Shire in August, and recruitment for his replacement is underway.</li> </ul>
7.3.	<p>Shire of Exmouth - Matthew Niikkula</p> <p>Department of Biodiversity, Conservations &amp; Attractions (DBCA) Funding for Ningaloo Road – DBCA has been referring road user complaints to the Shire to repair and grade. The Shire is against funding the maintenance of a road whose entire use is to access the DBCA site. They don't pay the Shire Pastoral rates, and they charge to access and camp. The Shire of Carnarvon has an interagency agreement in place with DBCA.</p> <p>They also have the same issue for 50km of Yardie Creek Road. The Shire is going to approach DBCA about the funding of the road. He wanted to check how the Shire of Carnarvon managed the road from Ningaloo to Coral Bay, and the Shire didn't service it at all.</p> <p>Shire of Exmouth wants to create a Memorandum of Understanding (MOU) with DBAC regarding the maintenance and funding of these roads and is looking for the support of the Regional Road Group</p> <ul style="list-style-type: none"> <li>• Gascoyne Regional Road Group supports the Shire of Exmouth in asking DBA for an MOU.</li> </ul>
	<p>Shire of Upper Gascoyne – John McCleary</p> <p>Each year, there is an RRG chairperson meeting – John would like to see an agenda sent out so the RRG group can discuss the agenda. The chairperson can attend the meeting with the advice of the whole committee before the meeting.</p> <p><b>Action:</b> Mark Bondiotti – Will speak to the WALGA infrastructure team about sending out an agenda before the meeting and the agenda forwarded to the group to read and enquire about the meeting available by Teams.</p>

**Close of Meeting:** 2:19pm

**Next meeting:** 22 November 2024 at the Shire of Carnarvon

# Mid West Gascoyne Update

## Current Works 23/24

### Indian Ocean Drive (IOD) Stage 2 between Leeman and Brand Highway

The IOD is currently closed with a detour around the Coolimba Eneabba Rd. Bulk earthworks are underway. Works have been delayed and will be finished in the new year.

### Road Safety Widening Improvements

- Brand Highway between Indian Ocean Dr and Dongara 273 to 298 SLK is completed.
- Midlands Rd between Mingenew and Dongara 217 - 263 SLK has commenced (45kms of widening).
- Great Northern Hwy between Meekatharra and Kumarina 747 to 850 SLK (103kms of widening) is approximately half complete.

### Heavy Vehicle Productivity Funds

- Great Northern Highway Paynes Find truck rest area is nearing completion.
- Sandstone and Yalgoo truck bays to commence in the coming months.

### Buller River Bridge Replacement – NWCH

Tender assessment underway and will commence in the coming months.

### Oakagee Access Rd – NWCH

Tender assessment underway and will commence in the coming months.

### Northampton Kalbarri Rd (Black Spot Funding)

Works are completed.

### Major specific maintenance (Reseals and Major Pavement Repairs)

Reseals were completed in March. The major pavement repair program is suspended for winter with some patches still remaining on Brand Hwy and the southern portion of Great Northern Hwy.

### Other Maintenance Works

- Shoulder grading has been completed on Min Ex Rd and NWCH.
- Edge repair program has commenced on NWCH.
- Herbicide will commence shortly on most roads.
- Vegetation slashing and mulching on southern parts.

# Planned Works 24/25

Awaiting confirmation on final budget amounts for maintenance and capital projects. Our indicative works program is as follows. A slightly smaller capital works program this year as we continue a number of large projects from 23/24.

## Capital Projects

• Great Northern Hwy widening - Mt Magnet North 118kms	\$22m
• Brand Highway Hwy widening Badgingarra to Eneabba 73kms	\$12m
• Indian Ocean Drive (Greenhead to Leeman 11kms)	\$8m
• Brand Hwy 2 x overtaking lanes between Badgingarra and Eneabba	\$2.8m
• Geraldton Mount Magnet Rd – 2 x overtaking lanes 14-16 SLK	\$2.5m
• Shared Path Brand Hwy (DOT project)	\$2m
• Safety Barrier installs on Brand Hwy and Indian Ocean Dr	\$0.9m

## Maintenance Programs

• Reseals (Burkett Rd, Min Ex, GNH, Brand)	\$11m
• Pavement Repairs (map attached)	\$7.5m
• Pavement Rehab on Geraldton Mount Magnet Rd @ 276 SLK.	\$1.5m
• Shouldering underway through winter	\$1.6m
• Edge program ongoing	\$0.8m
• Structures	\$4m
• Line marking	\$1.2m
• Grid removals and replacements GMMR and Mt Magnet Leinster Rd	\$tbc

## In-House Maintenance

- Starting to receive some new plant which will boost our capabilities.
- Direct Managing some construction works – Payne’s Find truck rest area. Yalgoo and Sandstone rest areas to be constructed next and rehab project on Geraldton Mount Magnet Rd.
- All maintenance work is now being completed in house either with our own crews or direct managed using resources from the localised panel contracts or other state wide panel arrangements.
- Looking at opportunities where we can engage LGAs to complete work if they have any spare capacity.



# Pavement Repairs

# **APPENDIX 3**

**(Audit Charter)**



# **SHIRE OF UPPER GASCOYNE AUDIT COMMITTEE CHARTER**

## Shire of Upper Gascoyne Audit Committee Charter

This charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Shire of Upper Gascoyne Audit Committee, established by Council pursuant to division 1A, section 7.1A of the Local Government Act 1995 (the Act) and the Local Government (Audit) Regulations 1996 (the Regulations).

### 1. Name

The name of this Committee is “Shire of Upper Gascoyne Audit Committee”. All references to ‘Committee’ in this charter mean ‘Shire of Upper Gascoyne Audit Committee’.

### 2. Establishment

This Committee is established under the provisions of the Act, particularly division 1A, section 7.1A.

### 3. Guiding Principles

This Committee is established with the guiding principles prescribed in the Act, the Regulations and the Local Government (Financial Management) Regulations 1996.

### 4. Purpose

The purpose of the Audit Committee is to:

- Guide and assist the local government in carrying out its financial management and audit functions.
- Monitor and advise the Chief Executive Officer in reviews conducted into financial management and audit systems and procedures.
- Oversee the implementation of any resulting Council recommendations so as to support better decision-making, greater accountability to the community and ensure a more efficient and effective Local Government.

### 5. Terms of Reference

Under section 16 of the Local Government (Audit) Regulations 1996, an audit committee has the following functions

- (a) to guide and assist the local government in carrying out

- (i) its functions under Part 6 of the Act; and
  - (ii) its functions relating to other audits and other matters related to financial management;
- (b) to guide and assist the local government in carrying out the local government's functions in relation to audits conducted under Part 7 of the Act;
- (c) to review a report given to it by the CEO under regulation 17(3) (the CEO's report) and is to -
- (i) report to the council the results of that review; and
  - (ii) give a of the CEO's report to the Council;
- (d) to monitor and advise the CEO when the CEO is carrying out functions in relation to a review under -
- (i) regulation 17(1); and
  - (ii) the Local Government (Financial Management) Regulations 1996 regulation 5(2)(c);
- (e) to support the auditor of the local government to conduct an audit and carry out the auditor's other duties under the Act in respect of the local government;
- (f) to oversee the implementation of any action that the local government -
- (i) is required to take by section 7.12A(3); and
  - (ii) has stated it has taken or intends to take in a report prepared under section 7.12A(4)(a); and
  - (iii) has accepted should be taken following receipt of a report of a review conducted under regulation 17(1); and
  - (iv) has accepted should be taken following receipt of a report of a review conducted under the Local Government (Financial Management) Regulations 1996 regulation 5(2)(c);
- (g) to perform any other function conferred on the audit committee by these regulations or another written law.

Under section 14(3A) of the Regulations, the Audit Committee:

(3A) The local government audit committee is to review the compliance audit return and is to report to the council the results of that review.

## 6. Membership

Pursuant to division 1A, section 7.1A of the Act:

(2) The members of the audit committee of a local government are to be appointed\* by the local government and at least 3 of the members, and the majority of the members, are to be council members.

\* Absolute majority required.

(3) A CEO is not to be a member of an audit committee and may not nominate a person to be a member of an audit committee or have a person to represent the CEO as a member of an audit committee.

(4) An employee is not to be a member of an audit committee.

Any non-elected member (community representative) appointed to the Committee shall have qualifications and/or professional experience that will enhance the expertise available to Elected Members serving on the Committee.

Vacancies for the community representatives will be advertised in the local papers, the Shire of Upper Gascoyne webpage and notice boards. Council will then select and appoint new members.

Community representation is valid for two years, until the person resigns, the Committee is disbanded or the next Ordinary Council Election, which ever happens first. Nothing prevents an existing member re-nominating.

## 7. Meetings

### 7.1 Annual General Meeting

Nil

### 7.2 Committee Meetings

Meetings shall be held not more frequently than every two months, unless a special meeting of the Committee is called for a specified purpose.

### 7.3 Quorum

The quorum for any meeting of this Committee shall be 50 percent of members as endorsed by Council at the time of the meeting.

### 7.4 Voting

Shall be in accordance with section 5.21 of the Act, with all members endorsed as voting members entitled and required to vote, subject to the provisions of the Act which deal with Financial and Proximity Interests.

### 7.5 Minutes

The Minutes of the meeting shall be recorded and prepared as per the provisions of section 5.22 of Act.

The content of the minutes shall be in accordance with the Local Government (Administration) Regulations 1996 section 11.

The content of minutes of a meeting of a council or a committee is to include:

- (a) the names of the members present at the meeting; and
- (b) where a member enters or leaves the meeting during the course of the meeting, the time of entry or departure, as the case requires, in the chronological sequence of the business of the meeting; and
- (c) details of each motion moved at the meeting, the mover and the outcome of the motion; and
- (d) details of each decision made at the meeting; and
- (da) written reasons for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as defined in section 5.70 (but not a decision to only note the matter or to return the recommendation for further consideration); and
- (e) a summary of each question raised by members of the public at the meeting and a summary of the response to the question; and
- (f) in relation to each disclosure made under section 5.65 or 5.70 in relation to the meeting, where the extent of the interest has also been disclosed, the extent of the interest.

If the Committee resolves, the minutes may include a table of the agreed actions.

#### 7.6 Who acts if the presiding member is unavailable

Shall be in accordance with section 5.14 of the Act.

#### 7.7 Meetings

Meetings shall be generally open to the public as per the provisions of section 5.23 of the Act.

#### 7.8 Public Question Time

As the Committee has no delegated powers (section 5.24 of the Act), there is no specific provision for public question time.

#### 7.9 Members' Conduct

Council Members of the Committee shall be bound by the following

- The provisions of section 5.65 of the Act;
- Shire of Upper Gascoyne Code of Conduct;
- Local Government (Rules of Conduct) Regulations 2007; and
- Regulation 34C of the Local Government (Administration) Regulations 1996, with respect to their conduct at meetings and their duty of disclosure.

Elected Members and Officers of the Shire of Upper Gascoyne will be bound by these provisions, relating specifically to their participation in the Committee, at all times.

### 7.10 Secretary

The Chief Executive Officer (or their nominated representative) shall undertake the following secretarial duties;

- Prepare and distribute meeting papers as required
- Attend and record the Minutes of the meeting
- Provide the administrative support required to present the outcomes of the meeting to Council for consideration where required.

### 7.11 Presiding Member

The members (voting) will elect a presiding member and deputy member at the first meeting after these positions become vacant for any reason. The voting on and appointment of the presiding member and deputy member shall be in accordance with the provisions of section 5.12 of the Act.

### 7.12 Meeting attendance fees

Nil

## 8. Delegated Authority

This committee has no delegated authority.

## 9. Endorsement

This Charter was endorsed by the Shire of Upper Gascoyne Council at its meeting on  
xxxxx

# **APPENDIX 4**

**(De-Gazettal Policy)**

# APPENDIX

## ***De-Gazettal Policy Adopted on 24<sup>th</sup> April 2024***

### ***12.9 ROAD DE-GAZETTAL POLICY***

#### **Purpose:**

This policy is designed to provide the Council and Administration some guidance as to when an existing road should be de-gazetted due to the lack of use or its purpose has changed.

#### **Policy**

Council may decide, upon recommendation of staff that a particular road within the Shire should be de-gazetted because it no longer serves its public purpose or is not financially viable to maintain.

The primary determinants when making this recommendation is:

- Has the road had consistent use in the past five years?
- Does the road service multiple users? E.g. Mining, pastoralism, tourism and or service providers?
- Cost to maintain the road versus benefit to greater community?
- Does the road provide a connecting link to other communities or services?
- Is the road used by a mail contractor and or is there an alternate route?
- Does the road just service an individual or the individuals business?
- The cost to maintain versus the money received to maintain.



# APPENDIX

## *Proposed New De-Gazettal Policy*

### **12.9 ROAD GAZETTAL POLICY**

#### **Purpose:**

This policy is designed to provide the Council and Administration some guidance as to when an existing road should be de-gazetted due to the lack of use or its purpose has changed.

#### **Policy**

Council may decide, upon recommendation of staff that a particular road within the Shire should be de-gazetted because it no longer serves its public purpose

- Is the road the primary access to the mail contractor or is there an alternative route?
- Does the road service multiple purpose road users (mining, pastoralism, tourism)?
- Does the road provide interconnecting access to other communities, industry or services?

# **APPENDIX 5**

**(Gascoyne Earthmoving Bulldozing Contract)**



27 September 2022

GASCOYNE EARTHMOVING  
129 WILLIAM STREET  
CARNARVON WA 6701

ATTN: MR. TIM CAUNT

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

**LETTER OF AWARD**

Dear Tim

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

**CONTRACT VALUE**

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

The contract is based on the tendered rate of \$1.65/m<sup>3</sup> and \$320/hr (all ex-GST).

**CONTRACT PERIOD**

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

**PRINCIPAL**

The Principal is the Shire of Upper Gascoyne.

**PRINCIPAL'S REPRESENTATIVE**

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

**COMPETENCIES & LICENCES**

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



### **INSURANCES**

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

### **COMMENCEMENT**

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

### **FORMAL INSTRUMENT OF AGREEMENT AND CONTRACT DOCUMENT**

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

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

Yours sincerely

A handwritten signature in black ink, appearing to be "John McCleary", written over a light blue horizontal line.

John McCleary  
**CHIEF EXECUTIVE OFFICER**



## Request for Tender

<b>Request for Tender:</b>	PROVISION OF BULL DOZER HIRE
<b>Deadline:</b>	2.00PM AWST TUESDAY 13 SEPTEMBER 2022
<b>Address for Delivery:</b>	<b>TENDER SUBMISSIONS MUST BE SUBMITTED VIA TENDERLINK</b>  <a href="https://www.tenderlink.com/uppergascoyne">https://www.tenderlink.com/uppergascoyne</a>  <b>NO OTHER FORMAT OF SUBMISSION WILL BE ACCEPTED</b>
<b>RFT Number:</b>	RFT 04 22-23

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The information that follows on this page has been prepared to assist tenderers ensure that they have provided all information required. It is the tenderers sole responsibility to ensure they have read this request thoroughly and provide all information required. Any details requested in this tender request including the schedules below that are not submitted will affect the score in the relevant assessment criteria. Additionally, a lack of detail in the relevant information for each schedule will also affect the score in the relevant assessment criteria.

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

**SCHEDULE 1 – TENDER OFFER FORM**

**SCHEDULE 2 – COMPLIANCE CRITERIA SUMMARY**

**SCHEDULE 3 – QUALITATIVE CRITERIA SUMMARY**

**SCHEDULE 4 – PRICING SCHEDULE**

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

**SCHEDULE 6 – RESUME**

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

**SCHEDULE 8 – REFEREES:** *The referees provided must be related to the previous projects listed in Schedule 11.*

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

**SCHEDULE 10 – INSURANCES:** *The relevant insurance information needs to be provided in this schedule. A failure to supply current insurance details in this schedule will mean the tender will be deemed non-conforming and not accepted for assessment.*

**SCHEDULE 11 – RELEVANT PAST EXPERIENCE:** *Details of previous projects involving projects in remote locations should be provided in this schedule.*

**SCHEDULE 12 – CURRENT PROJECT COMMITMENTS:** *Tenderers need to nominate when other projects will be completed and when the tenderer is available to commence work with full complement of plant and personnel.*

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

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

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

## SECTION 1 GENERAL INFORMATION FOR TENDERERS

### 1.1 General

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

This Request for Tender is comprised of the following parts:

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

#### Separate Documents

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

### 1.2 Contract Requirements in Brief

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

#### **Dozer (minimum D7 or equivalent)**

### 1.3 Contract Objectives

The Objectives of the Contract include the following:

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

## 1.4 Definitions

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

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

## SECTION 2 CONDITIONS OF TENDERING

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

### 2.1 Contact Person

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

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

### 2.2 How to Prepare Your Tender

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

### 2.3 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

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

### 2.4 General Conditions of Contract

The General Conditions of Contract applicable to this Tender are based on the Standard WALGA template for the "Supply of Goods and the Provision of General Services" and is included in SECTION 6 – Appendix 2. Additional details on the General Conditions of Contract are included in Section 3 below.

## 2.5 Principal Supplied Items

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

## 2.6 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Schedule 1 and whose execution appears on the same schedule. Upon acceptance of the Tender, the Tenderer will become the Contractor.

## 2.7 Customs Duty, Taxes, Allowances, etc

The Tenderer shall allow for any customs duty and premise applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

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

This contract is not subject to adjustment for Site allowances.

## 2.8 Property and Copyright in Request Documents

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

## 2.9 Discrepancies, Errors and Emissions

Should Tenderers find:

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

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

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

## 2.10 Canvassing of Officials

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

## 2.11 Tender Pricing Schedule

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

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

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

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

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

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

## **2.12 Alterations**

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

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

## **2.13 Ownership of Tenders**

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

## **2.14 Lodgement of Tenders and Delivery Method**

The tender must be lodged by the Deadline.

The Deadline for this request is **2.00PM AWST TUESDAY 13 SEPTEMBER 2022.**

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

Tenderers shall address and clearly label their tender submission as **RFT 04 22-23 PROVISION OF BULL DOZER HIRE** and shall be submitted via one of the following methods;

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

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

**NO OTHER FORMAT OF SUBMISSION WILL BE ACCEPTED.**

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

## 2.15 Conformity of Tenders and Alternative Tenders

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

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

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

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

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

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

## 2.16 In House Tenders

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

## 2.17 Tender Opening

Tenders will be opened in the offices of the Shire of Upper Gascoyne, Gascoyne Junction, on or as soon as practicable after the advertised Deadline in accordance with all local government purchasing and tendering regulations. All Tenderers and members of the public may attend or be represented at the opening of Tenders. Those who intend on attending the tender opening are requested to notify the tender's nominated contact person prior to the tender deadline.

The names of the persons who submitted a Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

## 2.18 Assessment of Tenders

### 2.18.1 Evaluation Process

This is a Request for Tender.

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

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

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

- c) Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- d) The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.
- e) The most suitable Tenderers may be shortlisted and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

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

This means that, although the price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

In formulating the recommendation for any acceptance of any Tender, value for money will be assessed by:

- a) Identifying the lowest Comparative Price Tender (this tender then becomes the Benchmark for the value-for money assessment);
- b) If the next highest priced Comparative Price Tender has a higher Qualitative Assessment Score than the benchmark, identifying the additional benefits (if any) offered and assessing if the additional benefit is worth the additional price;
- c) Repeating Step b) with the remaining tenders;
- d) Determining which of the remaining Tenders, if any, offers the best value-for-money.

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

### **2.18.2 Compliance Criteria**

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

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

### **2.18.3 Qualitative Criteria**

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

Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score.

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



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

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

QUALITATIVE CRITERIA	WEIGHTING
Contractor's Previous Relevant Experience and Capacity	20%
Experience and Capacity of Nominated Personnel	20%
Plant and Equipment Offered including backup resources	30%
Safety and Risk Management	20%
Methodology	10%

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

**Failure to provide the specified information may result in the tender being deemed non-compliant and elimination from the tender evaluation process or a low score.**

#### 2.18.4 Risk Assessment

The Principal may have access to and give consideration to:

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

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

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

The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

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

## 2.19 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Shire of Upper Gascoyne's Regional Price Preference Policy.

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

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

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

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

## 2.20 Rejection of Tenders

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

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

## 2.21 Acceptance of Tenders

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

## 2.22 Tender Validity Period

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

## 2.23 Confidentiality of Submission Information

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

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

information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1982 or under Court Orders.

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

### **2.24 Disclosure of Contract Information**

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

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

### **2.25 Precedence of Documents**

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

### **2.26 Costs of Tendering**

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

## SECTION 3 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract applicable to this Tender are based on the Standard WALGA template for the "Supply of Goods and the Provision of General Services" and is included in Appendix 2.

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

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

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

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

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

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

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

## SECTION 4 SPECIAL CONDITIONS OF CONTRACT

### 4.1 Scope of Work

The Principal does not guarantee a minimum amount of work per annum for each year of the Contract.

### 4.2 Works Programme

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

### 4.3 Contractor's Responsibility

The Contractor shall be responsible for:

- (a) the supply of equipment with an operator to the nominated work Site;
- (b) the provision of operators that have appropriate knowledge and competency to operate specialised machinery, plant or trucks in a safe and legal manner;
- (c) the provision of operators that hold the required valid competency certificate/licence for operation of all plant;
- (d) the registration of all plant with appropriate authority and fitted with the necessary safety equipment, including reverse alarm and rollover protection system (ROPS) and at least two (2) amber beacons, where applicable;
- (e) the running costs and maintenance of plant provided where supply is with an operator;
- (f) to maintain all equipment in a safe and operational condition at all times in accordance with the manufacturers recommended service schedule;
- (g) the provision of a working satellite phone for emergency communications;
- (h) the mobilisation and demobilisation of the hired plant to be delivered within the Principals boundaries;
- (i) the provision of a means of communication via a quality UHF radio, working and operating on channel 40 at all times when the plant is in use, to enable the Principal to contact the plant operator.

### 4.4 Personnel

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

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

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

- (a) Long sleeve shirt, long trousers or long shorts.

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

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

#### 4.5 Plant Hire Requirements

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

#### 4.6 Hire Rate

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

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

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

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

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

#### 4.7 Delivery Date and Time

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

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

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

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

#### 4.8 Working Condition

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

## 4.9 Breakdowns

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

## 4.10 Contractor Unable to Meet Principal's Requirements

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

## 4.11 Servicing

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

## 4.12 Prices and Contract Payments

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

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

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

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

## 4.13 Occupational Safety and Health

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

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

## 4.14 Complaints

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

## 4.15 Insurances

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

against all damages or losses incurred as a result of and for the duration of the contract works. Details of all such insurance policies are to be provided with the tender in Schedule 10 together with copies of certificates of currency

- Employee Insurance Cover / Workers Compensation as provided for by the Act at Common Law in the minimum amount of \$50M
- Public and Product Liability insurance cover in the minimum amount of \$20M per incident and \$20M in the aggregate
- Plant, Equipment & Vehicle insurance cover (including fire, theft and damage cover) in the minimum amount of \$30M

The Shire shall not take any responsibility for any damage incurred to vehicles, equipment or accommodation at any time whilst engaged on this project.

#### **4.16 Drug & Alcohol Testing**

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

#### **4.17 Statutory Compliance**

The Contractor will at all times operate in accordance with Acts Statutes (State or Federal) for the time being enacted or modifying any Acts, and all Regulations, By laws, Requisitions, Ordinances, and Orders made under any Act from time to time by any Statutory public or other competent authority.

#### **4.18 Advertising and Publicity**

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

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

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

#### **4.19 Emergency Callouts**

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

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

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



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

#### 4.20 Settlement of Disputes

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

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

The Notice of Dispute should also provide enough information about the Dispute for the Contractor to reasonably understand the:

- (a) alleged facts on which the claim is based;
- (b) legal basis on which the claim is made; and
- (c) relief that is claimed.

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

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

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

#### 4.21 Termination

The duration of the Contract is fixed by the Project funding. Ongoing costs will be monitored on a fortnightly basis and works will continue until such time as the allocated budget is fully spent.

Notwithstanding this, the Principal reserves the right to terminate the contract with the successful tenderer at two weeks' notice in the event of unsatisfactory performance, death or bankruptcy of the Contractor. Before termination of the contract occurs, the Principal shall ensure that Principal's Representative has followed the process outlined in clause 4.20 and then subsequently advise the Contractor in writing to inform them of the Principal's decision and reason for termination of contract. In the event of termination of the Contract the Principal shall pay to the Contractor:

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

and shall have no further liability to the Contractor.

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

#### **4.22 Period of Contract**

The Contract will be for a period of two (2) years commencing on the date of contract execution. A further two (2) x one (1) year options are available at the sole discretion of the Principal.

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

#### **4.23 Appendices**

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

## SECTION 5 TENDER RESPONSE

## 5.1 SCHEDULE 1 – Tender Offer Form

<b>TENDER NO.</b>	RFT 04 22-23	<b>PROJECT:</b>	PROVISION OF BULL DOZER HIRE
<b>Tenderer:</b>	Tim Caunt		
<b>(full trading name)</b>	Gascoyne Earthmoving		
<b>Registered Office Address</b>		<b>Business Address</b>	
PO Box 26		129 William st	
Carnarvon, WA 6701		Carnarvon, WA 6701	
<b>Telephone</b>	0428965002	<b>Facsimile</b>	
<b>Email</b>	tim@gascoyneearthmoving.com		

## LEGAL STATUS

All Tenderers are required to complete the following table:

<b>Legal Structure</b>	<b>Name</b>	<b>Australian Company Number (ACN)</b>	<b>Australian Business Number (ABN)</b>
Company	Bovem	15 647 647 532	
Trust *	The Trustee for Caunt Family Trust		53 235 358 582
Individual			
Partnership			

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- a) Conditions of Tendering;
- b) Conditions of Contract;
- c) The Specification;
- d) Any addenda to the above;
- e) This Tender Form including all its schedules relating to the above Contract.

The Tenderer also acknowledges that if it is the successful tenderer, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

**AMENDMENTS TO TENDER DOCUMENTS (IF ANY)**

Tenderer to sign and return any amendments (tender addenda) issued during the tender period in confirmation of their receipt.

Tenderer confirms amendments have been signed and returned:

**List Addenda No's received:**

**Signature:** \_\_\_\_\_

**Executed by Authorised Officer of Tenderer who has delegated authority to enter into a contract:**

Signature:  \_\_\_\_\_

Name and Title: Rachel F Thomson \_\_\_\_\_ Date: 11/09/2022 \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**TENDERER'S CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER**

Name: Tim Caunt \_\_\_\_\_

Position: Owner/Operator \_\_\_\_\_

Address: 129 William Street, East Carnarvon, WA 6701 \_\_\_\_\_

Telephone: 0428965002 \_\_\_\_\_

Email: tim@gascoyneearthmoving.com \_\_\_\_\_

## 5.2 SCHEDULE 2 – Compliance Criteria Summary

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

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

Description of Compliance Criteria	YES	NO
vi. Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.	/	<input type="checkbox"/>
vii. Attach details of your referees. You should give examples of work provided for your referees where possible.	/	<input type="checkbox"/>
viii. Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.	/	<input type="checkbox"/>
ix. Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes, please provide details.	<input type="checkbox"/>	/
x. Are you presently able to pay all your debts in full as and when they fall due?	/	<input type="checkbox"/>
xi. In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	/	<input type="checkbox"/>

**5.3 SCHEDULE 3 – Qualitative Criteria Summary**

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

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

<p><b>SECTION 1 Contractor’s Previous Relevant Experience and Capacity</b></p> <p>Tenderers must address all of the following criteria with reference to the capacity of the organisation:</p> <ul style="list-style-type: none"> <li>- Particular rural and remote roadworks experience including previous examples.</li> <li>- Demonstrated understanding of borrow/gravel pit establishment, development and management techniques and industry standards.</li> <li>- Demonstrated ability to identify suitable sources of road construction material.</li> <li>- Provide referees who can substantiate previous experience and demonstrated capability of the organisation.</li> <li>- Demonstrated capacity of organisation to resource the work i.e. current workload vs forecast workload including this contract.</li> </ul>	<p><b>Weighting</b> <b>20%</b></p> <p><b>Tick if attached</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p><b>Schedules 6 &amp; 11</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p><b>Schedule 6</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p><b>Schedule 6</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p><b>Schedule 8</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p><b>Schedule 12</b></p>
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<p><b>SECTION 2 Experience and Capacity of Nominated Personnel</b></p> <p>Tenderers must address all of the following criteria:</p> <ul style="list-style-type: none"> <li>- Provide CV’s or as a minimum, employment history (including reference to projects worked on and roles undertaken), years of experience and qualifications.</li> <li>- Previous experience, or capacity for, working positively and constructively under a supervisor and within a work crew.</li> <li>- Ability to provide backup personnel if necessary.</li> </ul>	<p><b>Weighting</b> <b>20%</b></p> <p><b>Tick if attached</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p><b>Schedules 6</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p><b>Schedule 6</b></p> <p style="text-align: center;"><input type="checkbox"/></p> <p><b>Schedule 6</b></p>
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<p><b>SECTION 3 Plant and Equipment Offered including backup resources</b></p> <p>Tenderers must address all of the following criteria:</p> <ul style="list-style-type: none"> <li>- Ability to deliver required plant and equipment.</li> <li>- Provision of necessary plant servicing and maintenance.</li> <li>- Ability to provide backup resources if necessary.</li> </ul>	<p><b>Weighting</b> <b>30%</b></p> <p><b>Tick if attached</b></p> <p><input type="checkbox"/> Schedule 9</p> <p><input type="checkbox"/> Schedule 9</p> <p><input type="checkbox"/> Schedule 9</p>
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<p><b>SECTION 4 Safety and Risk Management</b></p> <p>Tenderers must address all of the following criteria:</p> <ul style="list-style-type: none"> <li>- Demonstrated ability of processes, procedures and experiences in managing safety on site.</li> <li>- Demonstrated OHS performance on similar projects.</li> </ul>	<p><b>Weighting</b> <b>20%</b></p> <p><b>Tick if attached</b></p> <p><input type="checkbox"/> Schedule 14</p> <p><input type="checkbox"/> Schedule 14</p>
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<p><b>SECTION 5 Methodology</b></p> <p>Tenderers must address all of the following criteria:</p> <ul style="list-style-type: none"> <li>- Provide details of how the tenderer plans to deliver the scope of services.</li> <li>- Ability to manage the nominated response times to deliver services.</li> </ul>	<p><b>Weighting</b> <b>10%</b></p> <p><b>Tick if attached</b></p> <p><input type="checkbox"/> Schedule 5</p> <p><input type="checkbox"/> Schedule 5</p>
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#### 5.4 SCHEDULE 4 – Pricing Schedule

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

**NOTE:** Rates shall be based on a typical 10hr day even though the required working hours may vary up to a maximum of approx. 12 hours per day (only during daylight hours not including of twilight hours). No minimum quantity of hours on any one day, period or otherwise are applicable. Rates shall be all inclusive of costs associated with daily travel and mobilisation/demobilisation, as well as the provision of all accommodation, meals, etc.

All rates shall be exclusive of GST.

<b><u>SCHEDULE OF RATES – SERVICES</u></b>				
<b>No</b>	<b>Service Description</b>	<b>Tender Unit</b>	<b>Est Qty*</b>	<b>Price Tendered (ex GST)</b>
1	Dozer Rate	m <sup>3</sup> Hourly	Varies Varies	1.65 \$320

5.5 SCHEDULE 5 – Methodology

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

With our Dozer, Truck, Quad float and mobile camp based at Bidgemia Station, just  
.....  
10km from Gascoyne Junction we are in the ideal location to service the shire. Tim has over  
.....  
10years experience with operating dozers and delivering services to the shire. We have a well  
.....  
established working relationship with the shire and hope to continue operating our business as per  
.....  
usual. We have backup operator available and means to source a second machine if required.  
.....  
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.....

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

Our machinery and plant are located at Bidgemia Stn, therefore we are able to deliver services relatively quickly.  
.....  
The tender to be given first priority.  
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5.6 SCHEDULE 6 - Resume

**A resume for the proposed operator must be submitted.**

The Operator shall demonstrate;

- i) Previous experience with operating a dozer on remote projects, including experience in a remote campsite operation.
- ii) Sound understanding of borrow/gravel pit establishment, development and management techniques and industry standards.
- iii) Sound understanding of machine capabilities and mechanical aptitude
- iv) Sound assessment/analysing skills in relation to road building materials

Nominated Operator: Tim Caunt

Resume attached **Yes** **No**

Nominated backup Operator: Jim Caunt

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

**5.7 SCHEDULE 7 - Local Preference**

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

**NO**

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

Gascoyne Earthmoving has been operating within the Upper Gascoyne Shire for over 10years,  
.....  
we are a small family run business living locally in Carnarvon with our machinery+plant based at  
.....  
Bidgemia Station just 10km from Gascoyne Junction. We use as many local services as we can including  
.....  
mechanics, fuel and supplies.  
.....  
.....  
.....

**5.8 SCHEDULE 8 – Referees**

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

**FIRST REFEREE**

Company Name: Works Manager Shire of Upper Gascoyne  
Address: 4 Scott St, Gascoyne Junction  
Contact Person: Jarrod Walker  
Telephone: 0437168892  
Email: works@uppergascoyne.wa.gov.au

**SECOND REFEREE**

Company Name: THEM Earthmoving  
Address: 130 Horwood Rd, Geraldton, WA 6530  
Contact Person: Stephan O'Brian  
Telephone: 0427634421  
Email:

5.9 SCHEDULE 9 – Plant and Related Items

		DETAILS
DOZER (minimum D7 or equivalent)	Make & Model	Komatsu D155AX-5
	Year	2003
	Hour Meter Reading	12000
	Registration No	Serial no. 76020
Backup DOZER (minimum D7 or equivalent)	Make & Model	Caterpillar D8T
	Year	2010
	Hour Meter Reading	14000
	Registration No	
Provision for Servicing and Maintenance	<p>Machinery serviced by local qualified fitter, either at base (Bidgemia station) or on site. Major maintenance referred to Komatsu Geraldton, Gascoyne Machining and Portside Engineering in Carnarvon.</p> <p>Daily maintenance checks performed by owner (Tim Caunt) log books kept for dozer and prime mover.</p> <p>High standards are maintained to ensure maximum productivity.</p>	

5.10 SCHEDULE 10 – Insurances

INSURANCE TYPE	POLICY NO	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident (\$A)	In Aggregate (\$A)		
Public Liability	118U494863BPK	\$20,000,000	\$20,000,000	29/05/2023	BizCover (QBE Insurance)
Vehicles Plant and Equipment	48046615 EKA712176MVA	\$32,500,000		01/07/2023 25/03/2023	CGIB-Dozer Elders-Truck, Quad Float and Caravan
Workers Compensation	PE 1983099 GWC	\$50,000,000	\$50,000,000	23/07/2023	QBE Insurance

(Attach Certificates of Currency or other verification of the above insurances)

### 5.11 SCHEDULE 11 – Relevant Past Experience

Please provide details of *previous projects involving works in remote locations*.

Item	Project Description	Client	Year Completed	Approx. Duration
1	Provide Bulldozers + Operator within shire of Upper Gascoyne to push gravel, develop gravel pits, clear access tracks or any other job required. Provide all mob+demob, accomodation, meals, fuel etc.	Shire of Upper Gascoyne	2022	10yrs
2	Provide Dozer + Operator to push gravel, clear road verges, rehab old gravel pits, hill clearing and any other jobs required.	THEM Earthmoving	2022	2 yrs
3	Drill pads, road access, rehab	Kingfisher	2020-22	100hrs
4	Station jobs-Dams, fence clearing, road clearing, pipelines	Bidgemia, Minnie Creek, Yinnitharra	2019-22	10yrs+
5	Bushfire Emergency work on Wahroonga Pimbee Rd + Doorawarra Station	DFES	2022	2weeks
6				



### 5.12 SCHEDULE 12 – Current Project Commitments

Name / Description of Project	Start Date	Project Duration	Project Value	Client / Contact Name / Details
Flood Damage repairs supply Dozer + Operator	2019	Ends Dec 1st 2022		Shire of Upper Gascoyne / John McCleary / 0899430988
Flood Damage Repairs/Mitigation supply Dozer + Operator Carnarvon Shire	2019	2023		THEM Earthmoving / Stephan O'Brian / 0427634421

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

Gascoyne Earthmoving has had the dozer contract with the shire of Upper Gascoyne for approx 10years and if successful will continue to treat this tender as a priority. Work with THEM Earthmoving will also be within the Shire of Upper Gascoyne and the shire of Carnarvon, the work is flexible and can comfortably fit in with our commitments to the shire. A second dozer can be hired if necessary.

**5.13 SCHEDULE 13 – Details of Local Content**

Description of Plant Item or Labour Resource	Source location within Shire of Upper Gascoyne	Estimated Local Content Claim Value
Bulldozer	Bidgemia Station	100%
Truck and Quad Float	Bidgemia Station	100%
Labour-Tim Caunt	Bidgemia Station/Carnarvon	100%

5.14 SCHEDULE 14 – OH&S Management

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

Aveling Local Government Safety Induction and current Construction Safety Awareness Training

White Card certificates attached.

We will abide strictly by work place health and safety legislation requirements according with Work Health and Safety ACT 2020.

Be aware at all times of safe work place environment for operators, principles personal + the public.

Provision of Garmin Montana 700i for Emergency SOS and email/text communication when out of mobile range

Provision of UHF radios in vehicle, truck + dozer

Operators to wear appropriate PPE, including Hi-Vis work shirts, long pants, boots, hats, safety glasses, earplugs and sunscreen

Fire extinguishers in all machinery/vehicles, first aid kits in vehicle and caravan

Machinery maintained in safe working order, fitted with flashing amber beacons & reversing warning

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

Gascoyne Earthmoving has never had an accident or OH&S incident on previous projects.

**5.15 SCHEDULE 15 – Rise and Fall and Price Basis**

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

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

Producer Price Index Table 17:

<http://www.abs.gov.au/AUSSTATS/abs@.nsf/DetailsPage/6427.0Sep%202018?OpenDocument>

## SECTION 6 SPECIFICATIONS

### 6.1 Machinery and Equipment

The Plant Hire Contractor shall ensure that all items of plant and equipment mobilised to site are fully licensed for their particular use and maintained, serviced and operated in compliance with manufacturers and suppliers operating guidelines including recommended safe work methods.

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

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

The Plant Hire Contractor shall also comply with all legislative and regulatory requirements relevant to the activities proposed to be conducted. These requirements may include but are not necessarily limited to:

- Current RAV permits (to be carried in the vehicle) relevant to public roads proposed to be used
- A functioning machine hour meter
- Flashing amber beacons appropriately mounted and maintained for visibility
- Two-way radio communications and a working satellite phone
- Fully enclosed air-conditioned cabins fitted with approved roll over protection structure.
- Appropriately lined and banded fuel tanks for spillage containment in accordance with regulations.

Failure to comply with these requirements will deem the particular item of plant unable to be retained on the work site.

It is the Plant Hire Contractor's responsibility to ensure that

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

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

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

## 6.2 Rejection

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

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

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

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

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

## 6.3 Operator Competencies

All operators of plant and equipment must hold current licenses and qualifications relevant to the works being undertaken and be suitably qualified, skilled and competent to operate in compliance with Worksafe Regulations, Industry and OSH standards and any other relevant legislative and regulatory requirements. All operators must have been trained in Safe work practices associated with roadworks on public roads including accreditation (for appropriate personnel) in traffic management and knowledge of the traffic management plan associated with the works of this contract.

Details of operators' proficiencies, certifications and licenses etc. are to be provided with the tender submission as part of the response to Qualitative Criteria "Key Personnel Experience and Overall Capacity". This criterion is also required to demonstrate that each nominated operator is suitably skilled and competent in the operation of the nominated plant they intend to operate specifically with regards to works on unsealed road construction and maintenance.

## 6.4 Fuel, Consumables, Camp, Meals and Accommodation

The Plant Hire Contractor is responsible for fuel supply and for ensuring that all plant is adequately fuelled at all times such that works are not delayed. All machinery refuelling shall take place outside normal working hours at all times. Permission to vary this needs to be obtained in writing from the Superintendent.

The Plant Hire Contractor will be responsible for the timely supply of all consumables.

All camping and support facilities shall be supplied by the Contractor at the Contractor's expense. The Contractor is responsible for arranging and maintaining all meals and accommodation (including linen etc). The camp facility shall be clean, tidy, well maintained in good order and include:

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

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

## 6.5 Transportation

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

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

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

## 6.6 Occupational Health, Safety and Environment

The works shall be conducted at all times in a workmanlike manner in accordance with any relevant Federal and State Acts or Regulations, Council Local Laws, and Australian Standards.

In addition, and in particular, the Contractor shall comply with:

- Occupational Health & Safety Act, 1984, as relevant to State/Territory;
- Occupational Health & Safety Regulations, 1996, as relevant to State/Territory;
- Australian Standard AS 1742.3 – Manual of Uniform Traffic Control Devices;
- Main Roads Western Australia - Traffic Management for Works on Roads Code of Practices (Oct 2015);
- Relevant State/Territory Roadside Handbook – Environmental Guidelines for Construction and Maintenance Workers (or similar).

All Operators and crew, before commencing works on site, must be provided with a project-specific induction as agreed with the Contract Flood Damage Supervisor.

All Plant Hire Contractors' Operators shall wear the required and approved protective clothing in accordance with the Occupational Health and Safety approved work procedures.

All protective clothing shall be supplied by the Plant Hire Contractor and meet the necessary safety standards.

**SECTION 7 APPENDICES**



**APPENDIX 1 – SHIRE OF UPPER GASCOYNE LOCAL PREFERENCE  
POLICY**

**LOCAL PREFERENCE PURCHASING POLICY****Policy Purpose**

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

**Definitions**

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

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

**Policy Content**

- (a) Unless specifically excluded in advance of advertising, a Regional Price Preference will apply to purchases when calling tenders or purchasing goods and services.
- (b) The regional pricing preference to be given to a regional tenderer / supplier is outlined below and represents the amount by which the regional tenderer's price bids or other quotations would be reduced for the purposes of assessing the tender or quotations:

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

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

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

**APPENDIX 2 – WALGA GENERAL CONDITION OF CONTRACT**



## **GENERAL CONDITIONS OF CONTRACT**

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

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

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## DATE

## PARTIES

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

[CONTRACTOR] of [CONTRACTOR ADDRESS] (CONTRACTOR ABN) ('Contractor').

## BACKGROUND

- (a) The Principal wishes to engage the Contractor for the supply of Goods and/or the provision of Services.
- (b) The Contractor has agreed to supply the Goods and/or provide the Services on the terms of this Contract.

The Parties agree as set out in the Operative part of this Contract, in consideration of, among other things, the mutual promises contained in this Contract.

## OPERATIVE PART

### 1 DEFINITIONS

1.1 In this Contract, except where the context otherwise requires:

'**Acceptance**' has the meaning given in Clause 22.2.

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

'**Approximate Quantities**' has the meaning given in Clause 16.

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

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

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

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

'**Completion**' means delivery of Goods to the Delivery Point and the completed performance of Services in accordance with this Contract.

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

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

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

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

- (d) is or becomes generally and publically available other than as a result of a breach of this Contract;

- (e) is in the possession of the Contractor without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
- (f) has been independently developed by the Contractor or acquired from a third party not the subject to a duty of confidence to the Principal.

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

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

**'Consumer Price Index'** means the index published by the Australian Bureau of Statistics known as the table 2 index - 6401.0 (weighted average of eight cities for all groups) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

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

The contract documents comprise the following parts:

**RFT 04 22-23 PROVISION OF BULL DOZER HIRE**

- Part 1 – General Information for Tenderers
- Part 2 – Conditions of Tendering
- Part 3 – General Conditions of Contract
- Part 4 – Special Conditions of Contract
- Part 5 – Tenderer's Offer
- Part 6 – Submitted Schedules
- Appendices 1 – 6
- Formal acceptance of the Tender
- Any other policy or document referred to but not attached.

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

**'Contract Specifics'** means the contract information attached at Schedule 1.

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

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

**'Contractor's Technical Material'** means all Technical Material which is:

- (a) prepared, or required to be prepared, by or on behalf of the Contractor under this Contract;
- (b) delivered, or required to be delivered, by or on behalf of the Contractor to the Principal under this Contract; or
- (c) incorporated into Technical Material described in paragraph (a) or (b).

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

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

**'Defects Liability Period'** means, subject to Clause 23.3, the period of time beginning on the date of Completion and ending on the expiry of the time stated in the Contract Specifics.

**'Delivery Point'** means the Site or such other place as is specified in the Contract Specifics as the place for the delivery of the Goods.



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

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

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

**'Fixed Quantities'** has the meaning given in Clause 16.

**'Force Majeure Event'** means any one of the following events which is beyond the control of either Party, could not have been reasonably foreseen by a Party and which prevents that Party from discharging an obligation under this Contract, which, in the case of the Contractor, is critical to the Contractor delivering the Goods and/or providing the Services by the Completion Date:

- (a) a civil war, insurrection, riot, fire, flood, explosion, earthquake, operation of the forces of nature of catastrophic proportion or an act of a public enemy;
- (b) a general strike or general industrial action of Western Australia wide application, which did not arise at the Contractor's premises and has not been caused by the Contractor; or
- (c) the enactment of any statute or regulation by the parliaments of the Commonwealth of Australia or Western Australia, which the Contractor could not have been aware of prior to the execution of this Contract,

but is not an event which arises from any of the following:

- (d) a breach of a contract, including this Contract, or Law by the Contractor;
- (e) negligence by the Contractor relating to the performance of its obligations under this Contract;
- (f) an occurrence that is a risk assumed by the Contractor under this Contract;
- (g) a shortage or delay in the supply of Goods and/or Services required under this Contract; or
- (h) wet or inclement weather.

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

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

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

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

**'GST Law'** means *A New Tax System (Goods and Services Tax) Act 1999* and any related Act imposing such tax and includes any subordinate legislation in respect of these acts.

**'Insurance'** means the insurances which the Contractor is required to obtain under Clause 43 and the Contract Specifics.

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

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

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

**'Law'** means:

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

**'Legal Requirement'** means:

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

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

**'Local Government'** means any local government established under the *Local Government Act 1995* other than the Principal.

**'Loss'** means liability, loss, damage (of any nature, including aggravated and punitive), cost (including all litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, statutory or equitable compensation, demand, expense or proceeding or loss of any nature and of any kind whatsoever whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising including under any Legal Requirement or any Authority.

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

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

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

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

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

**'Principal's Personnel'** means directors, employees, agents, contractors or subcontractors of the Principal.

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

**'Principal's Technical Material'** means any Technical Material provided by the Principal to the Contractor for the purposes of this Contract, or which is copied or derived from Technical Material so provided.

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

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

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

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

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

**'Schedule of Rates'** means the schedule of rates attached in Schedule 6.

**'Scope of Services'** means the scope of the Services set out in Schedule 3.

**'Services'** means the services identified as such in the Contract Specifics including:

- (a) any part of the services so identified and particularised;
- (b) any ancillary services; and
- (c) services required to be performed to deliver the Goods.

**'Site'** has the meaning given in the Contract Specifics.

**'Specification'** means the technical specification for the Goods attached in Schedule 2.

**'Standards and Procedures'** means the documents listed in Schedule 4 and any other guidelines, rules, requirements or Site specific conditions which the Principal makes available to the Contractor from time to time.

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

**'State of Emergency'** has the meaning given in Clause 24.

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

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

**'Technical Material'** includes plans, designs, drawings, engineering information, data, specifications, reports, processes, concepts, manuals, specifications, accounts and any other material specified in this Contract.

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

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

**'Variable Quantities'** has the meaning given in Clause 16.

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

**'Variation Form'** means a notice substantially in the form set out in Schedule 5 under which the Principal has directed a Variation in accordance with Clause 27.

**'Wilful Misconduct'** means any act or failure to act which was a deliberate and wrongful act or omission, or involved reckless disregard or wanton indifference to the likely consequences, including an intentional breach of this Contract.

## 2 INTERPRETATION

In this Contract (unless the context otherwise requires):

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

## 3 ORDER OF PRECEDENCE

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

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

#### **4 SEVERABILITY**

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

- (a) read down, if possible, so as to be valid and enforceable; and
  - (b) severed from this Contract to the extent of the invalidity or unenforceability,
- and the remainder of this Contract shall not be affected by such invalidity or unenforceability.

#### **5 NOTICES**

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

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

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

- (a) if by delivery in person, when delivered to the address of the recipient;
- (b) if by post, 3 Business Days from and including the date of postage;
- (c) if by facsimile transmission, when a facsimile confirmation receipt is received indicating successful delivery; and
- (d) if sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient),

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

5.3 In this Clause 5, reference to a recipient includes a reference to a recipient's officers, agents or employees.

5.4 A notice or other communication must not be given by electronic means of communication (other than facsimile and email as permitted in Clause 5.1).

5.5 A printed or copied signature will be sufficient for the purpose of sending any notice or other communication.

#### **6 CONTRACTOR TO HAVE INFORMED ITSELF**

6.1 The Contractor shall be deemed to have:

- (a) examined carefully this Contract and any other information made available by the Principal to the Contractor in connection with the Tender or this Contract;
- (b) examined the Site and its surroundings (if applicable);
- (c) satisfied itself as to the correctness and sufficiency of its Tender and that the Contract Price covers the cost of complying with all its obligations under this Contract and of all matters and things necessary for the due and proper performance and completion of this Contract; and
- (d) obtained and properly examined all information (including information provided by or on behalf of the Principal) relevant to the risks, contingencies and other circumstances that may have had an effect on its Tender and which was provided or obtainable by the making of reasonable enquiries.

6.2 Failure by the Contractor to do all or any of the things it is deemed to have done under this Clause will not relieve the Contractor of its obligation to perform and complete this Contract in accordance with this Contract.

## **7 COMPLYING WITH LEGAL REQUIREMENTS**

7.1 The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Goods and/or Services and/or the performance of this Contract.

7.2 Without limiting in any way the generality of the foregoing or Clause 8, the Contractor shall identify and duly and punctually observe, perform and comply with the provisions of any Legal Requirements for workplace safety and health, including but not limited to the *Occupational Safety and Health Act 1984* and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.

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

## **8 SAFETY OBLIGATIONS**

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

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

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

8.4 The Contractor must:

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

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

- (a) the Principal and the Principal's Personnel;

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

- 8.6 The Contractor must provide all assistance reasonably requested by the Principal in connection with any workplace health and safety investigation related to this Contract or the Goods and/or Services.
- 8.7 The Contractor must, at its cost, comply with any direction from the Principal to modify or stop any activity that the Principal considers breaches this Clause 8.
- 8.8 If the Principal observes or becomes aware of a condition that breaches this Clause 8, the Principal or the Principal's Representative may direct the Contractor to remove or, to the extent reasonably possible, mitigate the effect of that condition, and the Contractor must (at its cost) comply with that direction and modify the Contractor's method of work in order to avoid that condition arising.
- 8.9 The Contractor acknowledges and agrees that any direction given by the Principal or the Principal's Representative under Clause 8.7 or 8.8 does not relieve the Contractor from complying with its obligations under this Clause 8.

## **9 ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not:

- (a) assign this Contract, or any part thereof or any payment thereunder; or
- (b) subcontract the whole or any part of this Contract,

without the Principal's prior written approval (not to be unreasonably withheld or delayed). The Principal's approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under this Contract.

## **10 CONTRACTOR'S PERSONNEL**

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

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

## **11 INDEMNITY**

- 11.1 The Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss and other liabilities of any kind arising directly or indirectly from:
- (a) any breach of any warranty or any of the other terms and conditions of this Contract by the Contractor or the Contractor's Personnel;
  - (b) any Wilful Misconduct or a negligent act or omission of the Contractor or the Contractor's Personnel; and
  - (c) any claim made by a third party against the Principal or the Principal's Personnel, to the extent that the claim arose out of the act or omission of the Contractor or the Contractor's Personnel,
- except to the extent of liability which is caused by the Wilful Misconduct or a negligent act or omission of the Principal or the Principal's Personnel.
- 11.2 The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this Clause 10.

## **12 INTELLECTUAL PROPERTY RIGHTS**

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

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

### **13 ORDERS**

- 13.1 If this Contract is a Framework Agreement, the following sub-Clauses apply:
- (a) The Principal:
    - (i) may require the Contractor to provide Goods and/or Services from time to time by giving the Contractor an Order; and
    - (ii) may order requirements of any one type or item of the Goods and/or Services either in one single lot or instalments or in such quantities as may be required.
  - (b) Within 5 Business Days after receipt of an Order the Contractor must give notice to the Principal if it:
    - (i) disagrees with any of the information and/or requirements contained in the Order, and include in the notice details of the aspects in which it disagrees with the information and/or requirements; or
    - (ii) recommends any change to any of the information and/or requirements contained in the Order and include in the notice the Contractor's reasons for the recommendation.
  - (c) If the Contractor:
    - (i) gives notice under Clause 13.1(b), the Parties must attempt to agree on the information and requirements. Once the information and requirements have been agreed, the Principal must re-issue an Order containing the agreed information and requirements and the Contractor must perform its obligations under the Order in accordance with this Contract; or
    - (ii) does not give notice pursuant to Clause 13.1(b) the Contractor must perform its obligations under the Order in accordance with this Contract.
  - (d) If, pursuant to a notice issued under Clause 13.1(b), the Parties cannot agree on the Contract Price or any other information or requirements for an Order, the Principal, acting reasonably (and having regard to the Schedule of Rates to the extent applicable), may determine:
    - (i) the contract price applicable to that Order and such contract price will be deemed to be the Contract Price for that Order; and
    - (ii) the other information and requirements of the Order provided that such information and requirements fall within the scope of, and do not breach, the Framework Agreement.
  - (e) The Principal is not obliged to issue Orders or otherwise purchase Goods and/or Services.
  - (f) The Principal or the Principal's Representative may cancel any Order by providing written notice to the Contractor for any reason, but the Principal must pay for any part of the Goods delivered to the Delivery Point and any Services provided prior to the date the cancellation is notified to the Contractor.

## 14 QUALITY OF GOODS

- 14.1 The Contractor must ensure that all Goods supplied under this Contract:
- (a) conform to the description specified in this Contract and to samples provided (if any) by the Principal;
  - (b) where no standards are specified in this Contract, the Goods shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then with the appropriate and current standard of the International Standards Organisation;
  - (c) are fit for their intended purpose;
  - (d) are properly, safely and securely packaged and labelled for identification and safety; and
  - (e) are new and of merchantable quality.
- 14.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must, at its cost, pursue any manufacturer's warranties on the Principal's behalf if the Principal so requests).

## 15 QUALITY OF SERVICES

- 15.1 The Contractor must ensure that:
- (a) the Services match the description of the Services in this Contract;
  - (b) if the Contractor provided the Principal with a demonstration of the Services or represented that a result could be achieved by the Services before the Principal entered into this Contract or issued an Order for any of those Services, the Services correspond in nature and quality with the Services demonstrated or the services that achieved result (as the case may be);
  - (c) the Services are fit for their intended purpose; and
  - (d) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Contract.
- 15.2 The Contractor warrants that the Contractor's Personnel engaged to perform the Services:
- (a) have all the necessary skills, training, and qualifications (proof of which, along with an up-to-date resume, must be supplied to the Principal within 2 Business Days of request) to carry out the Services in accordance with this Contract; and
  - (b) are able to:
    - (i) perform the Services without the supervision of the Principal's Personnel; and
    - (ii) resolve any matters arising from the performance of the Services.

## 16 SUPPLY OF GOODS AND SERVICES

- 16.1 The Contractor must supply the Goods and/or Services to the Principal in accordance with this Contract during the Term.
- 16.2 The Contractor must obtain, at the Contractor's expense, any Approvals necessary for the supply of the Goods and/or Services to the Principal.
- 16.3 Where this Contract is for the supply of Goods by reference to:
- (a) **'Variable Quantities'**, the Principal shall not be required to purchase all or any Goods listed except such of the Goods as may be ordered by the Principal.
  - (b) **'Approximate Quantities'**, the quantities stated shall be regarded as an estimate only of the quantity which may be required. The Principal shall not be bound to purchase the exact nominated quantity of Goods, but the quantity ordered may vary within a margin not exceeding 25 percent above or below the nominated approximate quantity and any such variance shall not affect the unit price of the Goods.



- (c) **'Fixed Quantities'**, the Principal shall purchase the actual quantity shown.
- 16.4 Where this Contract does not specify whether the required quantities are Fixed Quantities, Approximate Quantities or Variable Quantities, the Parties agree that they shall be deemed to be Variable Quantities.
- 16.5 The Principal may order requirements of any one type or item of the Goods either in one single lot or instalments or in such quantities as may be required.
- 16.6 The Principal shall not be required to take or accept all or any of the Services listed except such of the Services as may be ordered by the Principal from time to time during the Term.
- 16.7 Where the quantity or value set out in Scope of Services is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under this Contract and the Principal shall not be required to take or accept said nominated approximate quantity or value of Services.
- 16.8 The Contractor acknowledges and agrees that the Principal may enter into arrangements or agreements with third parties for the purchase of goods or services the same as and/or similar to the Goods and/or Services.
- 16.9 If the Contractor:
- (a) delivers more Goods than the quantity specified in this Contract, the Principal may return any quantity of Goods provided by the Contractor in excess of that specified in this Contract to the Contractor at the Contractor's sole risk and expense; or
  - (b) performs more Services than the quantity specified in this Contract, the Principal is not liable to pay for the additional quantity.

## **17 PLANT AND EQUIPMENT**

- 17.1 The Contractor must provide (at its cost) all Plant and Equipment, labour and haulage necessary for the performance of the Contractor's obligations under this Contract.
- 17.2 The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with this Contract and all Legislative Requirements, and are fit for their usual and intended purpose.

## **18 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME**

- 18.1 The Contractor shall deliver the Goods in full to the Delivery Points and perform the Services at the times stated in this Contract. In this respect time shall be of the essence of this Contract.
- 18.2 Subject to Clauses 18.3, 18.4 and 18.5 and if the Services are unlikely to be completed and/or that the Goods will not be delivered to the Delivery Point by the Completion Date the Contractor is entitled to an extension to the Completion Date if the delay is due to:
- (a) breach by the Principal of its obligations under this Contract;
  - (b) delay or disruption caused by the Principal or the Principal's Representative, but does not include any delay or disruption caused by the Principal or the Principal's Representative acting in accordance with this Contract;
  - (c) a Force Majeure Event occurring before the Completion Date;
  - (d) suspension of this Contract under Clause 28, other than suspension of this Contract for breach of this Contract by the Contractor or the Contractor's Personnel; or
  - (e) a Variation being granted under Clause 27.
- 18.3 The Contractor may only claim an extension to the Date for Delivery under Clause 18.1 if the Contractor:
- (a) could not reasonably have been expected to foresee the delay at the date of signing this Contract;

- (b) has taken all reasonable steps to mitigate the delay and the effect of the delay; and
- (c) or the Contractor's Personnel, did not cause the delay, whether by breach of this Contract or otherwise.

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

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

18.5 If the Principal's Representative reasonably considers that:

- (a) the claim for an extension of time under Clause 18.4 relates to an event listed in Clause 18.2; and
- (b) Clauses 18.3 and 18.4 have been satisfied,

the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time under Clause 18.4 (or such other time agreed by the Parties) that an extension of time to the Completion Date is granted. The notice must include the period of extension granted by the Principal, which will be reasonable having regard to the nature of the event specified in Clause 18.2 (as determined by the Principal, acting reasonably).

18.6 The Principal may by written notice to the Contractor direct an extension of time to the Completion Date at:

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

notwithstanding that the Contractor has not submitted, and/or is not entitled to submit, a claim for an extension to the Completion Date. The Contractor acknowledges that the mechanism in this Clause 18.6 is a discretionary right of the Principal which may be exercised by the Principal for the sole benefit of the Principal and does not:

- (c) impose any obligations on the Principal;
- (d) to the maximum extent permitted by Law, give rise to any duty to act in good faith;
- (e) in any way constitute a waiver or relaxation of any of the requirements under this Clause 18; or
- (f) entitle the Contractor to claim any Loss of whatever nature arising out of, or in connection with, any extension of time granted by the Principal in accordance with this Clause 18.6.

18.7 If the Principal, considers (acting reasonably) that the Contractor is not entitled to an extension of time, the Principal's Representative must notify the Contractor within 10 Business Days (or any other period agreed in writing by the Parties) of receipt of the claim under Clause 18.4 that the Completion Date remains unchanged.

18.8 If the Contractor fails to comply with Clause 18.4 the Contractor will have no entitlement to an extension of time of the Completion Date.

18.9 If an extension of time is granted in accordance with this Clause 18, provided that those costs are not also reimbursable pursuant to Clauses 27 or 28, the Principal will reimburse the Contractor for any costs reasonably incurred and directly attributable to the delay, but without regard to overheads, profit or any other cost, loss, expense or damage.

## **19 LIQUIDATED DAMAGES**

19.1 Subject to Clauses 18, 27 and 28, if the Contractor does not perform the Services in full, and/or deliver the Goods in full to the Delivery Points by the Completion Date, the Contractor must pay to the Principal, Liquidated Damages for every day after the Completion Date to and including the earliest of:

- (a) the date the Services and/or Goods are actually performed or delivered in full to the Delivery Points; or
  - (b) termination of this Contract.
- 19.2 If an extension of time is granted in accordance with Clause 18.5 after the Contractor has paid or the Principal has set off the Liquidated Damages payable under Clause 19.1, the Principal shall repay to the Contractor such of those Liquidated Damages as represent the days the subject of the extension of time.
- 19.3 The payment of Liquidated Damages will not relieve the Contractor from its obligations to perform the Services in full and/or deliver the Goods in full to the Delivery Points or from any of its obligations and liabilities under this Contract.
- 19.4 Liquidated Damages shall become due upon the issue of a notice by the Principal setting out the amount of Liquidated Damages payable by the Contractor to the Principal.
- 19.5 The Principal may recover the amount of Liquidated Damages:
- (a) on demand from the Contractor; or
  - (b) by deducting such amount from any amount owed to the Contractor by the Principal,
- after the elapse of the Completion Date.
- 19.6 The Contractor acknowledges that all sums payable by the Contractor to the Principal pursuant to this Clause 19 represent the Principal's genuine pre-estimate of the damages likely to be suffered by it if the Services are not performed in full and/or the Goods are not delivered in full to the Delivery Points, by the Completion Date and such sums shall not be construed as a penalty.

## **20 INSPECTION AND INFORMATION**

- 20.1 The Contractor must keep the Principal fully informed on all aspects of the Goods and/or Services, and must supply on request:
- (a) progress reports on the performance of the Goods and/or Services and in such detail as will allow the Principal to ascertain whether such are in conformity with this Contract; and
  - (b) the Contractor's Technical Material, reports, data and a detailed supply program, relating to the Goods and/or Services.
- 20.2 Subject only to providing reasonable notice, the Principal may itself or through an agent:
- (a) review, inspect, examine and witness tests of, any Goods and/or Services, or the performance of any Goods and/or Services; and
  - (b) inspect any equipment used in measuring any Goods and/or Services at any time up to 12 months after the measurement of the Goods and/or Services occurs,
- at the Delivery Point, the Site, the Principal's premises, the Contractor's premises and/or at the premises of any Subcontractors, as the case may be, and the Contractor must ensure that the Principal is granted the necessary access required for them to review, inspect, examine or witness tests of the Goods and/or Services.
- 20.3 The Contractor must give the Principal 10 Business Days notice (or such other period as the Parties agree) prior to the date the Goods and/or Services will be ready for delivery, inspection or testing.
- 20.4 Any review, inspection, examination or witnessing of testing by the Principal or their results does not relieve the Contractor of its responsibilities under this Contract.
- 20.5 If, as a result of any review, inspection, examination, or witnessing of testing, the Principal is not satisfied that the Goods and/or Services will comply with this Contract and the Contractor is notified in writing of such dissatisfaction, the Contractor agrees to take such steps as are necessary to ensure compliance.

## **21 DELIVERY OBLIGATIONS**

- 21.1 The Contractor must, in delivering the Goods to the Delivery Point:
- (a) not interfere with the Principal's activities or the activities of any other person at the Delivery Point; and
  - (b) leave the Delivery Point secure, clean, orderly and fit for immediate use having regard to the condition of the Delivery Point immediately prior to the delivery of Goods.

## **22 RECEIPT AND ACCEPTANCE OF GOODS AND SERVICES**

- 22.1 Delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal.
- 22.2 Acceptance of the Goods and/or Services occurs on the earlier of:
- (a) the Principal's Representative notifies the Contractor in writing that the Goods and/or Services have been accepted; or
  - (b) when after the lapse of 14 days after delivery of the Goods to the Delivery Points without the Principal notifying the Contractor in writing that the Goods have been rejected..
- 22.3 The risk of any damage, deterioration, theft or loss of the Goods after delivery but prior to Acceptance remains with the Contractor except where the damage, deterioration, theft or loss is caused by a negligent act or omission of the Principal or its agents or employees.
- 22.4 Where Goods are found to be Defective Goods, the Principal may reject any or all of the Defective Goods in accordance with Clause 23.

## **23 REJECTION AND REMOVAL OF DEFECTIVE GOODS OR DEFECTIVE SERVICES**

- 23.1 During the Defects Liability Period the Principal's Representative shall notify the Contractor in writing of the Defective Goods and/or Defective Services and may:
- (a) in the case of Defective Goods:
    - (i) direct that the Defective Goods be either replaced or rectified by the Contractor (at the Contractor's expense) within such reasonable time as the Principal's Representative may direct; or
    - (ii) elect to accept the Defective Goods whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of accepting those Goods; and/or
  - (b) in the case of Defective Services:
    - (i) reject the Defective Services, in which case the Contractor must re-perform the Services free of charge; or
    - (ii) make good or engage another contractor to make good the Defective Services whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of making good those Defective Services.
- 23.2 Should the Contractor fail to comply with a notice issued under Clause 23.1(a)(i) or 23.1(b)(i) within the time specified in that notice, the Principal shall be entitled to:
- (a) replace the Defective Goods or the Defective Services with goods/services (as applicable) of the same or similar quality; and
  - (b) sell the Defective Goods; and/or
  - (c) have the Defective Goods redelivered at the Contractor's risk and expense to the Contractor's premises,
- and recover its costs losses and expenses of so doing from the Contractor.

- 23.3 Where the Contractor has made good any Defective Goods or Defective Service under this Clause 23, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services, from the date the Contractor made good the Defective Goods or Defective Services (as applicable).
- 23.4 The Principal shall not be responsible for the care or custody of any Defective Goods after the Contractor has been notified that they are defective.
- 23.5 Upon a refund of the price paid for the Defective Goods which had previously been Accepted, property in those Goods shall revert to the Contractor.
- 23.6 Without limiting Clause 10, any cost or expense incurred by the Principal in connection with the Defective Goods and/or the Defective Services under this Clause 23, shall be a debt due from the Contractor to the Principal.
- 23.7 Nothing in this Contract shall prejudice any other right which the Principal may have against the Contractor arising out of the failure by the Contractor to provide Goods and/or Services in accordance with this Contract.

## **24 FAILURE TO PROVIDE GOODS AND SUPPLY SERVICES**

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

## **25 PROPERTY AND RISK IN THE GOODS**

- 25.1 Risk in Goods will pass from the Contractor to the Principal on Acceptance of those Goods.
- 25.2 Upon payment for the Goods, property in the Goods shall pass to the Principal. Payment shall include credit by way of set off.
- 25.3 The Contractor warrants that:
- (a) it has complete ownership of the Goods free of any liens, charges and encumbrances and that it sells the Goods to the Principal on that basis; and
  - (b) the Principal will be entitled to clear title to and complete and quiet possession of the Goods upon payment for them.

## **26 REPRESENTATIVES**

- 26.1 Each Party must appoint a Representative who will be authorised to act on behalf of the relevant Party in relation to this Contract.
- 26.2 The Principal's Representative may exercise all of the Principal's rights and functions under this Contract (including giving directions), except in connection with terminating this Contract, or resolving a Dispute which is the subject of the Dispute resolution procedure in Clause 38 or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.
- 26.3 The Contractor's Representative is responsible for the quality, timeliness, cost and provision of the Goods and/or Services in accordance with this Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

## **27 VARIATION**

- 27.1 A direction to the Contractor to perform a Variation may only be effected in accordance with this Clause 27.

- 27.2 If the Principal or the Principal's Representative requests the Contractor must prepare and submit a variation proposal addressing any proposed Variation (**Variation Proposal**). The Principal agrees to provide such further information as reasonably requested by the Contractor to enable the Contractor to prepare the Variation Proposal. The Contractor must submit the Variation Proposal to the Principal within 5 Business Days (or within such other period as the Parties agree) of the Principal's request for the proposal.
- 27.3 If a Variation requires the omission of Goods and/or Services, the Principal's Representative may have the omitted Goods and/or Services provided by others or not as the Principal sees fit.
- 27.4 The Variation Proposal must specify:
- (a) the effect the Contractor anticipates the proposed Variation will have on the Completion Date and the Contract Price (if any); and
  - (b) any other relevant matters that might assist the Principal to make a decision regarding the Variation Proposal.
- 27.5 Following receipt of the Variation Proposal by the Principal, subject to Clause 27.2, the Parties must seek to agree on the price for the Variation and the impact of the Variation on the relevant Completion Date.
- 27.6 The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.
- 27.7 The Contractor acknowledges and agrees that, subject to Clause 27.10, the Principal or the Principal's Representative may direct the Contractor in accordance with Clause 27.13 to perform the Variation even if the Parties are unable to agree on the price for the Variation or the impact of the Variation on the relevant Completion Date.
- 27.8 The Contractor must not commence performing the proposed Variation unless and until the Principal or the Principal's Representative directs the Contractor in accordance with Clause 27.13 .
- 27.9 If the Parties agree on the details in the Variation Form, the Principal will sign and issue the Variation Form and the Contractor will be entitled to be paid the agreed amount set out in the Variation Form once the Variation has been performed.
- 27.10 If the Parties are unable to agree on:
- (a) the price for the Variation within 10 Business Days after the date of receipt of the Variation Proposal from the Contractor, the Variation must be valued by the Principal's Representative as follows:
    - (i) if this Contract prescribes rates or prices to be applied in respect of the Goods and/or Services, those rates or prices must be used; or
    - (ii) if Clause 27.10(a)(i) does not apply, using reasonable rates or prices, having regard to all circumstances which the Principal's Representative (acting reasonably) considers to be relevant; and
  - (b) the impact of the Variation on the Completion Date,
- then the Principal's Representative must determine a reasonable impact and amend the relevant Completion Date by notice in writing to the Contractor.
- 27.11 A Variation does not invalidate this Contract.
- 27.12 The Contractor may request that the Principal direct a Variation and the Principal or the Principal's Representative may, in its absolute discretion, direct a Variation under Clause 27 or elect not to direct a Variation.
- 27.13 A direction is not a Variation unless a Variation Form has been signed by the Principal.

## **28 SUSPENDING THIS CONTRACT**

- 28.1 The Principal or the Principal's Representative may, at any time and for any reason, suspend this Contract or any part of this Contract.
- 28.2 When the Contractor receives a written notice of suspension from the Principal or the Principal's Representative, the Contractor must suspend the performance of its obligations under this Contract until such time that the Principal or the Principal's Representative directs that this Contract is no longer suspended. At such time the Contractor must promptly recommence the performance of the Contractor's obligations under this Contract.
- 28.3 Where the suspension of this Contract is not a result of any default or action by the Contractor or the Contractor's Personnel, the Principal will reimburse the Contractor for the Contractor's verified reasonable additional costs incurred as a direct consequence of the suspension of this Contract. For the avoidance of doubt, such costs must not include Consequential Losses.
- 28.4 If the Principal or the Principal's Representative suspends this Contract or any part of it in accordance with Clause 28.1 (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Completion Date and the End Date are extended by the period of that suspension.
- 28.5 The remedies set out in Clauses 28.3 and 28.4 are the Contractor's sole and exclusive remedy in respect of the Principal suspending this Contract.

## **29 WARRANTIES**

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

## **30 VARIATION TO CONTRACT TERMS**

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

## **31 PRICE BASIS**

- 31.1 Unless otherwise stated in this Contract, the Contract Price shall be firm and not subject to rise and fall.
- 31.2 Unless otherwise provided in this Contract, the Contractor shall pay all packaging, freight, Taxes, insurances, and other charges whatsoever, in connection with this Contract and the Goods and/or Services including delivery of Goods to the Delivery Point and the return of Goods wrongly supplied and all packaging.
- 31.3 On each Review Date, the Contractor shall be entitled to adjust the Contract Price for the Goods and /or Services in accordance with this Clause 31.3. The Contract Price shall be reviewed and adjusted by the percentage movement as published in the Consumer Price Index since the last Review Date. The Contractor shall only be entitled to review the Contract Price for the Goods and/or Services on the Review Date and following such review the Contract Price shall be deemed to be fixed until the next Review Date.

## **32 INVOICING AND PAYMENT**

- 32.1 As soon as reasonably practicable following the end of each calendar month, (or as otherwise agreed by the Parties), the Contractor must provide to the Principal a Progress Claim or if the Principal directs, an Invoice.
- 32.2 Upon approval of a Progress Claim by the Principal:
- (a) if the Contractor has entered into an RCTI Agreement, the Principal will, generate a Recipient Created Tax Invoice. References to 'Invoice' in the remainder of this Clause 32 should be taken to include RCTI where applicable; or

(b) if the Contractor has not entered into an RCTI Agreement, the Contractor will submit an Invoice, in respect of the Goods and/or Services that are the subject of the approved Progress Claim.

32.3 A Progress Claim and any Invoice must include the details set out in the Contract Specifics.

32.4 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices that comply with Clause 32.3 within 20 Business Days (or such other period as the Principal's Representative and Contractor agree) of their generation or receipt (as the case may be), except where the Principal:

- (a) is required by any Legal Requirement to pay within a shorter time frame, in which case the Principal must pay within that time frame;
- (b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor; or
- (c) disputes the Invoice, in which case:
  - (i) to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute; and
  - (ii) if the resolution of the Dispute determines that the Principal must pay an amount to the Contractor, the Principal must pay that amount upon resolution of that Dispute.

32.5 A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Goods delivered or the Services performed (or any part thereof) were to the satisfaction of the Principal but will only be taken to be payment on account.

32.6 Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid this Contract.

32.7 The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

### **33 CONFIDENTIAL INFORMATION AND PUBLICITY**

33.1 The Contractor must not advertise, publish or release to the public:

- (a) the Confidential Information; or
  - (b) other information concerning the Goods and/or Services, or this Contract,
- without the prior written approval of the Principal.

33.2 The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Principal:

- (c) use Confidential Information except as necessary for the purposes of fulfilling its obligations under this Contract; or
- (d) disclose the Confidential Information:
  - (i) other than (to the extent they require the information to enable the Contractor to fulfil its obligations under this Contract) to the Contractor's legal advisors, accountants or auditors; or
  - (ii) where disclosure is required by Law (including disclosure to any stock exchange).

33.3 The rights and obligations under this Clause 33 continue after the End Date.

### **34 GOODS AND SERVICES TAX**

34.1 Any reference in this Clause to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.



- 34.2 Unless expressly included, the consideration for any supply made under or in connection with this Contract does not include an amount on account of GST in respect of the supply (**GST Exclusive Consideration**) except as provided under this Clause.
- 34.3 Any amount referred to in this Contract (other than an amount referred to in Clause 34.8) which is relevant in determining a payment to be made by one of the Parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- 34.4 To the extent that GST is payable in respect of any supply made by a Party (**Supplier**) under or in connection with this Contract, the consideration to be provided under this Contract for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the relevant part of the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- 34.5 The recipient must pay the additional amount payable under Clause 34.4 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- 34.6 The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under Clause 34.4 or at such other time as the Parties agree.
- 34.7 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Contract the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under Clause 34.5, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- 34.8 If one of the Parties to this Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Contract, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the Party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with Clause 34.4.

## **35 CONSEQUENTIAL LOSS**

In relation to Consequential Loss:

- (a) subject to Clauses 11 and 35(b) but notwithstanding any other Clause, neither Party will be liable to the other Party in any circumstances for any Consequential Loss, to the extent permitted by Law; and
- (b) Clause 35(a) does not exclude liability of the Contractor for Consequential Loss, if, but for Clause 35(a) the Contractor would have insurance cover for that Consequential Loss under an Insurance.

## **36 LIMITS ON LIABILITY**

"Not Used"

## **37 FORCE MAJEURE EVENT**

- 37.1 A Party must give timely notice to the other Party of any Force Majeure Event that precludes the Party (whether partially or wholly) from complying with its obligations under this Contract (**'Affected Obligations'**) and must either:
- (a) to the extent practicable, specify in the notice the length of delay in the Completion Date that will result from the Force Majeure Event; or
  - (b) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the Principal with periodic supplemental notices during the period over which the Force Majeure Event continues.

- 37.2 The Party's obligation to supply the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- 37.3 The Parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- 37.4 If a Force Majeure Event continues to affect the supply of the Goods and/or Services for a continuous period of 180 days, the Principal may terminate this Contract by serving written notice on the Contractor and neither Party has liability to the other except in respect of any event arising prior to the date of this Contract being terminated.

## **38 SETTLEMENT OF DISPUTES**

- 38.1 In the event of a Dispute either Party may deliver a written notice to the other Party that identifies the Dispute ('**Notice of Dispute**').
- 38.2 The Party that delivers the Notice of Dispute should also provide enough information about the Dispute for the other Party to reasonably understand the:
- (a) alleged facts on which the claim is based
  - (b) legal basis on which the claim is made; and
  - (c) relief that is claimed.
- 38.3 Within 10 Business Days of a Notice of Dispute being delivered, the receiving Party must deliver a written response to the other Party stating:
- (a) its position in relation to the Dispute; and
  - (b) the basis for its position.
- 38.4 Within 10 Business Days of receipt of the response referred to in Clause 38.3, the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to this Contract.
- 38.5 If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with Clause 38.4, either Party may initiate proceedings in a court of competent jurisdiction.
- 38.6 Either Party may, with the agreement of the other Party, at any time, refer the Goods and/or Services (or any part thereof) to an appropriate independent expert, agreed to by the Parties, for examination and report as to their compliance with this Contract. The decision of the expert shall be final and binding upon both Parties, and the expense of such reference shall be paid by the unsuccessful Party.

## **39 TERMINATION OF CONTRACT**

- 39.1 If a Party breaches or repudiates this Contract, nothing in this Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under this Contract or under any applicable Legal Requirement.
- 39.2 The Principal may, in its absolute discretion, and without being obliged to give any reasons, terminate this Contract at any time by giving not less than 5 Business Days written notice to the Contractor. The Principal shall pay to the Contractor:
- (a) the amount due to the Contractor evidenced by all unpaid Invoices and approved Progress Claims; and
  - (b) the cost of materials and equipment reasonably ordered by the Contractor for the Goods and/or Services and which the Contractor is liable to accept, but only if they will become the Principal's property on payment,
- and shall have no further liability to the Contractor.

39.3 If the Contractor:

- (a) subject to Clause 38, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in this Contract and such failure continues for a period of 14 days (or such other period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe, perform and comply with such term, condition or stipulation or otherwise to remedy the breach;
- (b) (being a corporation) goes into liquidation (except for the purpose of reconstruction or amalgamation of which the Contractor has given the Principal 5 Business Days prior written notice of such reconstruction or amalgamation) or is otherwise dissolved or if a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is appointed or if the Contractor enters into any composition or scheme of arrangement with its creditors or if an inspector or like official is appointed to examine the affairs of the Contractor or the Contractor enters into voluntary or other external administration;
- (c) (being a natural person) commits an act of bankruptcy or if an order is made for the sequestration in bankruptcy of the estate of the Contractor, or if the Contractor assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors;
- (d) assigns or subcontracts this Contract or any part thereof without the prior written consent of the Principal;
- (e) or any Contractor's Personnel, are found guilty of any criminal act related to the Goods and/or Services that may bring the Principal into disrepute;
- (f) includes in its Tender any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
- (g) or the Contractor's Personnel:
  - (i) cause a safety issue, condition or any risk to health in breach of this Contract; and
  - (ii) the Contractor, within 5 Business Days of a notice from the Principal advising the Contractor that it has caused a safety issue, condition or any risk to health in breach of this Contract, does not show cause to the Principal's satisfaction why the Principal should not end this Contract,

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

39.4 The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the matters referred to in Clause 39.3 above and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.

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

39.6 The termination of this Contract does not affect:

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

## **40 WAIVERS AND AMENDMENTS**

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

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

## **41 ENTIRE AGREEMENT**

- 41.1 To the extent permitted by Law, this Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of this Contract.
- 41.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Principal in respect of the Goods and/or Services, those terms and conditions will be of no legal effect and will not constitute part of this Contract.

## **42 RIGHTS AND REMEDIES**

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

## **43 INSURANCE**

- 43.1 The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurances:
- (a) on the terms and conditions set out in this Clause and otherwise on terms acceptable to the Principal; and
  - (b) from insurers approved by the Principal which either:
    - (i) carry on business in Australia and are authorised by the Australian Prudential Regulation Authority; or
    - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia. Any limitations regarding this requirement must be notified and agreed to by the Principal.
- 43.2 The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.
- 43.3 Without limiting Clause 43.1, the Contractor must:
- (a) pay all premiums and all deductibles applicable to the Insurance when due; and
  - (b) promptly reinstate any Insurance required under this Clause 43 if it lapses or if cover is exhausted.
- 43.4 To the extent available at the times of placement and each renewal, each Insurance must:
- (a) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
  - (b) except for compulsory statutory workers' compensation insurance, compulsory motor vehicle insurance and professional indemnity insurance, include a cross liability endorsement that all agreements and endorsements except limits of liability must operate in the same manner as if there was a separate policy of insurance covering each Party insured and a failure by any insured Party to observe and fulfil the terms and conditions will not affect any other Party;
  - (c) provide that where the Principal is not a named insured the insurer must waive rights of subrogation against the Principal;
  - (d) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal; and
  - (e) state that it is governed by the Laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction in any dispute under the policy.
- 43.5 The effecting and maintaining of the Insurance by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under this Contract.

- 43.6 The Contractor must maintain *public and product liability insurance*. The public and product liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) be in the joint names of the Contractor and the Principal and the Principal's Personnel;
  - (c) be for an amount of not less than the amount set out in the Contract Specifics in respect of any one claim and not less than the amount set out in the Contract Specifics in the aggregate during any one 12 month period of insurance;
  - (d) cover the liability of the Contractor, the Contractor's Personnel and the Principal in respect of:
    - (i) loss of, damage to, or loss of use of, any real or personal property; and
    - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers compensation policy),

arising out of or in connection with the performance of this Contract (including the provision of the Goods and/or Services) by the Contractor; and
  - (e) be endorsed to cover:
    - (i) the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Contract; and
    - (ii) sudden and accidental pollution.
- 43.7 In addition to any *compulsory motor vehicle third party insurance* required to be taken out by the Contractor under any Legal Requirement, the Contractor must also maintain *vehicle and equipment insurance* for the Contractor's vehicles, registered plant and equipment used in connection with this Contract whether owned, hired or leased (**'Contractor's Vehicles'**). The vehicle and equipment liability policy must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) cover against all loss and/or damage to the Contractor's Vehicles;
  - (c) cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Contractor's Vehicles;
  - (d) be for an amount of not less than the market value of the plant and equipment, and otherwise for not less than the amount set out in the Contract Specifics for any one claim or occurrence and unlimited in the aggregate; and
  - (e) other than compulsory motor vehicle third party insurance required by virtue of any Legal Requirement, to the extent available from the insurance market from time to time, be endorsed to contain a principal's indemnity extension in favour of the Principal.
- 43.8 The Contractor must insure against *liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor* including liability by statute and at common law. This insurance cover must:
- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) to the extent permitted by any Legal Requirement, be extended to indemnify the Principal and Principal's Personnel for their statutory and common law liability to natural persons employed or engaged by the Contractor; and
  - (c) be for not less than the amount set out in the Contract Specifics in respect of any one event.
- 43.9 "NOT USED"
- 43.10 The Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance.

- 43.11 The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.
- 43.12 The Contractor must ensure that its Subcontractors are insured as required by this Clause 43, as appropriate (including as to amounts of insurance and type of insurance) given the nature of work to be performed by them, as if they were the Contractor.
- 43.13 The Contractor must, on or prior to the Start Date and otherwise when requested by the Principal, promptly satisfy the Principal that each Insurance it is required to procure and maintain under this Contract is current by providing to the Principal evidence reasonably required by the Principal including terms to the extent necessary to demonstrate compliance with this Contract. Nothing in this Clause will fix the Principal with notice of the contents of any policy and must not be raised as a defence to any claim by the Principal against the Contractor.
- 43.14 If the Contractor fails to procure and maintain the Insurance in accordance with this Contract, the Principal may, but is not obliged to procure and maintain any such Insurance and the cost of doing so will be a debt due and immediately payable from the Contractor to the Principal.
- 43.15 Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.
- 43.16 The Contractor must:
- (a) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with this Contract under any of the Insurances, except claims which the Principal may have against the Contractor; and
  - (b) where relevant provide all such assistance to the Principal as may be required for the preparation and negotiation of insurance claims.
- 43.17 The Insurances are primary, and not secondary, to the indemnities referred to in this Contract. The Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under the indemnities referred to in this Contract. In addition, the Parties acknowledge that if a claim is made under an Insurance policy by the Principal, it is their intention that the insurer cannot require the Principal to exhaust any indemnities referred to in this Contract before the insurer considers or meets the relevant claim.
- 43.18 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to this Contract in accordance with AS/NZS 4360-2004 Risk Management.

## **44 INDUSTRIAL AWARDS**

- 44.1 With respect to all work done in Western Australia under this Contract, the Contractor shall observe, perform and comply in all material respects with all relevant industrial awards, industrial agreements and orders of courts or industrial tribunals applicable to the Services and this Contract.
- 44.2 Failure by the Contractor to comply with Clause 44.1 hereof shall entitle the Principal by notice in writing to the Contractor to immediately terminate this Contract, but without prejudice to any other rights or remedies of the Principal.

## **45 GOVERNING LAW**

This Contract and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by, construed and take effect in accordance with the Laws of the State of Western Australia and the Parties hereby irrevocably agree that the courts of the State of Western Australia will have exclusive jurisdiction to settle any dispute that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes).

## 46 PROPORTIONATE LIABILITY

Each Party agrees that Part 1F of the *Civil Liability Act 2002 (WA)*, to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with:

- (a) this Contract; and
- (b) any of the Contractor's Subcontractors or the Subcontractor's personnel.

## 47 CONSTRUCTION CONTRACTS ACT

47.1 The Contractor must promptly and without delay, give the Principal's Representative a copy of any written communication of whatever nature in relation to the Construction Contracts Act that the Contractor gives to the Principal or receives from a Subcontractor.

47.2 If the Principal's Representative becomes aware that a Subcontractor engaged by the Contractor is entitled to suspend or has suspended work pursuant to the Construction Contracts Act, the Principal may in its absolute discretion pay the Subcontractor such money that may be owing to the Subcontractor in respect of that work and any amount paid by the Principal will be a debt due from the Contractor to the Principal.

47.3 The Contractor must ensure that none of its subcontracts contain terms which are prohibited by the Construction Contracts Act.

## 48 PERSONAL PROPERTY SECURITIES ACT

48.1 For the purposes of this Clause 48:

- (a) the '**Principal's Personal Property**' means all personal property the subject of a security interest granted under this Contract; and
- (b) words and phrases used in this Clause 48 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

48.2 If the Principal determines that this Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- (b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
- (c) enabling the Principal to exercise rights in connection with the security interest.

48.3 The Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.

48.4 The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:

- (a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; or
- (b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.

48.5 The Contractor must not:

- (a) create any security interest or lien over any of the Principal's Personal Property whatsoever (other than security interests granted in favour of the Principal);

- (b) sell, lease or dispose of its interest in the Principal's Personal Property;
- (c) give possession of the Principal's Personal Property to another person except where the Principal expressly authorises it to do so;
- (d) permit any of the Principal's Personal Property to become an accession to or commingled with any asset that is not part of the Goods; or
- (e) change its name without first giving the Principal 15 Business Days notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.

48.6 Everything the Contractor is required to do under this Clause 48 is at the Contractor's expense.

48.7 Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other Party authorises, the disclosure of such information. This Clause 48 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

## **49 APPLICATION OF THIS CONTRACT**

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



## Schedule 1 Contract Specifics

<b>Framework Agreement</b>	No
<b>Contract Price</b>	Schedule of Rates based on accepted m3 rates for pushing up material and hourly rate for other works
<b>Principal's Representative</b>	
<b>Contractor's Representative</b>	
<b>Start Date</b>	
<b>End Date</b>	The earlier of: (a) As described in the RFT Document. (b) the date this Contract is terminated under Clause 39.
<b>Goods to be supplied</b>	
<b>Services to be provided</b>	As described in the RFT document.
<b>Completion Date</b>	As described in the RFT document.
<b>Delivery Point</b>	As described in the RFT document.
<b>Site</b>	As described in the RFT document.
<b>Defects Liability Period</b>	N/A
<b>Minimum level of Public Liability Insurance Cover required</b>	As per tender document
<b>Minimum level of Product Liability Insurance Cover required</b>	As per tender document
<b>Minimum level of Contractor's Vehicle Insurance Cover required</b>	As per tender document
<b>Minimum Employee Insurance Cover required</b>	As provided for by the Act at Common Law in the minimum amount of \$50,000,000
<b>Public and Product Liability Insurance End Date</b>	12 months from the date of delivery of the Goods or 12 months from the End Date, whichever is earlier.
<b>Contractor's Vehicles Insurance End Date</b>	2 months from the date of delivery of the Goods or 2 months from the End Date, whichever is earlier.

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

Executed as an agreement

**Principal**

The common seal of **Shire of Upper Gascoyne**

Was hereunto affixed pursuant to a resolution of the **Shire of Upper Gascoyne** in the presence of:

*sign here ▶*

---

Chairperson / Mayor / Shire President

*print name*

---

*sign here ▶*

---

Chief Executive Officer

*print name*

---

**Contractor**

Signed by

**[CONTRACTOR]**

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

*sign here ▶*

---

Company Secretary / Director

*print name*

*sign here ▶*

---

Director

*print name*

# **APPENDIX 6**

**(THEM Earthmoving email correspondence)**

## Cherie Walker

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**From:** Katrina O'Brien <katrina@thearthmoving.com.au>  
**Sent:** Wednesday, 3 July 2024 2:42 PM  
**To:** Timothy Caunt  
**Cc:** Jarrod Walker  
**Subject:** RE: Reassign shire tender

Hi Tim,

We would be very happy to accept transfer of this contract.

Kind regards,



**From:** Timothy Caunt <tim\_c\_1@hotmail.com>  
**Sent:** Wednesday, July 3, 2024 9:11 AM  
**To:** Katrina O'Brien <katrina@thearthmoving.com.au>  
**Cc:** Jarrod Walker <works@uppergascoyne.wa.gov.au>  
**Subject:** Reassign shire tender

Morning Katrina,

I've been in contact with Stephen regarding transferring the shire contract over to Them Earthmoving. I just wanted to send you a copy of the contract and get your approval before I send the letter to the shire to transfer the contract. The current tender will expire in October with the option to extend for a further 2 years.

Regards

Tim Caunt

Sent from my iPhone