# Request for Tender

<table>
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<tr>
<th>Request for Tender:</th>
<th>Architectural Services – Lower Chittering Sport &amp; Recreation Facility (SC19-001)</th>
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<tbody>
<tr>
<td>Deadline:</td>
<td>4pm on Wednesday 15 May 2019</td>
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</tbody>
</table>
| Address for delivery: | Hand delivery:  
Placed in Tender Box and addressed to:  
*Acting Chief Executive Officer*  
*Shire of Chittering*  
6177 Great Northern Highway  
*Bindoon WA 6502*  

or posted to:  
*Acting Chief Executive Officer*  
*Shire of Chittering*  
*PO Box 70*  
*Bindoon WA 6502*  

or email to:  
*tenders@chittering.wa.gov.au* |
| RFT Number:         | SC19-001                                                                        |
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1. **PRINCIPAL’S REQUEST**

1.1 **CONTRACT REQUIREMENTS IN BRIEF**

The Lower Chittering Sports and Recreation Facility project (adjacent to the Immaculate Heart College) will include the construction and development of approximately 2,784m² of space. This will involve the following:

- Multipurpose Centre (including two indoor courts and associated spectator seating);
- Club Facility (including a variety of function rooms and commercial kitchen);
- Senior Rugby/Hockey Fields; and
- Associated site ancillaries (including roads, carparking, landscaping, etc).

Provision of a full Architectural design, costing, documentation, and construction coordination/supervisory service for the above new sport and recreation facility is required.

A full statement of the goods and/or services required under the proposed contract appears in the Specification.

1.2 **TENDER DOCUMENTS**

This Request for Tender is comprised of the following parts:

(a) Part 1 – Principal’s Request (read and keep this part);
(b) Part 2 – Specification and/or plans/drawings (read and keep this part);
(c) Part 3 – Tenderer’s Offer (complete and return this part);
(d) Part 4 – Appendix A – Special Conditions of Contract (read and keep this part);
(e) Part 5 – Appendix B – Formal Instrument of Agreement and General Conditions of Contract (read and keep this part); and
(f) Part 6 – Appendix C – Occupation Safety and Health for Council Contractors (read and keep this part);
(g) Part 7 – Appending D – Building Better Regions Fund Grant Application and Contract (read and keep this part).
1.3 DEFINITIONS

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

**Attachments:** The documents you attach as part of your Tender;

**Contractor:** Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;

**Deadline:** The deadline for lodgement of your Tender;

**General Conditions of Contract:** Means the General Conditions of Contract nominated in Part 1;

**Offer:** Your offer to be selected to supply the Requirements;

**Principal:** Shire of Chittering

**Request:** This document;

**Requirements:** The goods and/or services requested by the Principal;

**Selection Criteria:** The criteria used by the Principal in evaluating your Tender;

**Special Conditions:** The additional contractual terms;

**Specification:** The statement of Requirements that the Principal requests you to provide if selected;

**Tender:** Completed Offer form, response to the Selection Criteria and Attachments;

**Tenderer:** Someone who has or intends to submit an Offer to the Principal
1.4 TENDER BRIEFING/SITE INSPECTION

Attendance at this meeting is mandatory.

Tenderers are required to attend a Tender briefing/site inspection on Wednesday 24 April 2019 at 2.00pm.

The location of the meeting is at Immaculate Heart College (corner of Santa Gertrudis Drive/Muchea East Road, Lower Chittering).

The briefing/site inspection will provide Tenderers with the opportunity to clarify any uncertainties with the Project Manager prior to the closing of the Tender.

Please confirm with the contact person your attendance at this meeting no later than 4.00pm Thursday 18 April 2019. Contact Person and Project Manager, Nathan Gough, 9576 4613, or email building@chittering.wa.gov.au.

Failure to attend this briefing/site inspection may render the Tenderer ineligible to Tender.

1.5 HOW TO PREPARE YOUR TENDER

(a) Carefully read all parts of this document.
(b) Ensure you understand the Requirements.
(c) Complete and return the Offer (Part 3) in all respects and include all Attachments.
(d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
(e) Lodge your Tender before the Deadline.

1.6 CONTACT PERSONS

All communication between potential Tenderers and the Principal prior to the Deadline must be in writing.

At the sole discretion of the Principal, responses to questions may be forwarded to the questioner only, or broadcast to all potential Tenderers appearing on the Principal’s records as having received the RFT. The Principal may offer the questioner an opportunity to withdraw a question before the Principal broadcasts the response.

Tenderers should not contact any other person or rely on any information provided by any person other than:
Name: Nathan Gough, Project Manager (Lower Chittering Sport & Recreation Facility)
Telephone: 9576 4613
E-mail: building@chittering.wa.gov.au
1.7 EVALUATION PROCESS

This is a Request for Tender (RFT).

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

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

(a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.

(b) Tenders are assessed against the Selection Criteria.

(c) Contract costs are evaluated (tender offers significantly exceeding the budget allocation will not be fully assessed).

(d) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.8 SELECTION CRITERIA

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

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

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

Compliance Criteria

These criteria are detailed within Part 3 of this document and will not be point scored. Each Tender will be assessed on a “Yes/No” basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.
Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 3 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the various aspects of the goods or services being purchased.

**NOTE:** 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 elimination from the tender evaluation process or a low score.

Price Considerations

**CLAUSE A: WEIGHTED COST CRITERIA**

The weighted price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality.

<table>
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<tr>
<th>Criteria</th>
<th>Weighting</th>
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<tbody>
<tr>
<td>Tendered Price</td>
<td>50%</td>
</tr>
</tbody>
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1.9 PRICE BASIS

**Fixed Prices**

All prices for goods/services offered under this RFT are to be fixed for the term of the Contract.

Unless otherwise indicated, prices tendered must be fully inclusive. Any charge not stated in the Tender as being additional will not be allowed as a charge for any transaction under any resultant Contract.

**COST OF WORKS**

Unless otherwise agreed, the Cost of the Works shall be the accepted estimated Building Contract Sum as presented by the Quantity Surveyor adjusted as follows:

i. **Contingency Sums:** Any Contract Contingency Sum shall be deducted.

ii. **Provisional Sums and Prime Cost Items:** All Provisional Sums and Prime Cost Items as nominated in the Building Contract documents shall be deducted and the actual agreed nominated cost of implementation in the Building Contract shall be added back into the Building Contract Sum.
Fee Proposal
The tender price for goods/services offered under this Request is to be a fixed percentage of the Cost of the Works as above.
Submitted tender percentage price shall be on the basis of architectural services for a full architectural, engineering design and costing for a stand alone new purpose built sport and recreation facility at Lower Chittering (adjacent to the Immaculate Heart College). Documentation to be comprehensive and include all design matters and all drawings and specifications adequate for the calling of tenders, approvals by relevant authorities and construction of works.
Construction contract coordination/supervision and administration is also required.

Variation In Scope Of Work
If variations to the scope of work are required, these will be agreed with the Shire of Chittering in writing prior to continuing with the variation and shall incorporate the fees as noted in the Cost of Works.

Fee for Service
The Contract is on the basis of a fee for services provided. Should the project at any point and for any reason not proceed to completion, then payment will be on the basis of the works/services provided and agreed at the point the project ceases and the contract will be terminated.

1.10 THE PRINCIPAL’S POLICIES THAT MAY AFFECT SELECTION
The following policies may affect this selection:
- Administration Policy 1.14 Smoking, Other Drugs and Alcohol
- Finance Policy 2.12 Purchasing;
- Staff Policy 3.1 Code of Conduct – Staff, Volunteers and Contractors

These Policies are attached as per Appendix C.
1.11 CONDITIONS OF TENDERING

Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this Request is 4pm on Wednesday 15 May 2019.

The Tender is to be clearly marked – Confidential – RFT SC19-001 Provisions of Architectural Services – Lower Chittering Sport & Recreation Facility and:

(a) placed in a sealed envelope and delivered by hand and placed in the Tender Box at the Shire of Chittering Administration Office, 6177 Great Northern Highway, Bindoon WA 6502 (by the Tenderer or the Tenderer’s private agent); or

(b) placed in a sealed envelope and delivered through the mail to the Acting Chief Executive Officer PO Box 70, Bindoon WA 6502; or

(c) forwarded by email to tenders@chittering.wa.gov.au. It is the Tenderer’s responsibility to ensure the email is successfully received by the Shire. Failure to fully submit a tender to this electronic tender box by the due time/date will result in the Shire not being able to accept the tender for evaluation. Where the tender transmission starts before the close time but is not fully completed and received in the electronic tender box by the deadline, the tender will be determined as being late and will not be accepted for evaluation. Tenderers should therefore allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

Tenders submitted by facsimile will not be accepted.

Hard Copy tender submissions:

• are required to also supply an electronic copy readable by Microsoft Office applications; and

• must be unbound and clipped (not stapled). All pages must be numbered consecutively and include an index.

Rejection of Tenders

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

(a) it is not submitted before the Deadline; or

(b) it is not submitted at the place specified in the Request; or

(c) it may be rejected if it fails to comply with any other requirements of the Request.

Late Tenders

Tenders received:

(a) after the Deadline; or

(b) in a place other than that stipulated in this Request;

will not be accepted for evaluation.
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.

Incomplete or improperly prepared tender documents may constitute grounds for rejection of a request for quotation. However, the Tenderer may be required to clarify aspects of the tender submission before final consideration provided that no variation to the tendered sum is offered.

In the event that the Shire of Chittering considers it necessary or desirable to make any variations in respect of the work or goods the subject of the request for tender (having regard to the total amount of work or goods compromised in the contract) the Shire may incorporate such variation in its contract with the successful tenderer (if the Tenderer is in agreement) without the requirement to invite new tenders. In the event that the successful tenderer is unable or unwilling to enter into such varied contract, the Shire may enter into such varied contract with the tenderer that, in the opinion of the Council, submitted the next most advantageous tender.

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 particulars of the successful Tenderer(s) or advising that no Tender was accepted.

Alternative Tenders

All Alternative Tenders MUST be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising must be clearly marked “ALTERNATIVE TENDER”.

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

Any printed “General Conditions of Contract” shown on the reverse of a Tenderer’s letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of 90 days from the Deadline or 45 days from the Council’s resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.
General Conditions of Contract

Tenders will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Provision of Services (refer to Appendix B).

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.

Tenderers to Inform Themselves

Tenderers will be deemed to have:

(a) examined the Request and any other information made 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 enquiries;
(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 and advised suppliers and ensure sub-contractors are also aware of their requirements.

Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering. No clarification or amendment to the tender documents will be recognised unless in the form of written addendum issued by the Principal.

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.

Risk Assessment

The Principal may have access to and give consideration to:

a) any risk assessment undertaken by any credit rating agency;
b) any financial analytical assessment undertaken by any agency; and
c) any information produced by the Bank, financial institution, or accountant of a Tenderer;
so as to assess that Tender and may consider such materials as tools in the Tender assessment process.
Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial 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.

Ownership of Tenders
All documents, materials, articles and information submitted by the Tenderer as part of or in support of a 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.

Canvassing of Officials
If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Councillors or Officers 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.

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 Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

Cost of Responding
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.

Tender Opening
All Tenderers and members of the public may attend or be represented at the opening of Tenders.

All Tenders will be opened in the Principal's offices, following the advertised Deadline. No discussions will be entered into between Tenderers’ and the Principal's officers present or otherwise, concerning the Tenders submitted.

Prices will not be announced or entered into the tender register at the time of the tendering opening. The Shire of Chittering will now only record the price of the winning tender in the register.
Where a schedule of Rates is applicable, the Shire of Chittering will summarise the prices contained in a schedule of rates for inclusion in the tender register. This will only be relevant to the winning tender.

The Tender opening will be held on Wednesday 15 May 2019, following close of tenders at 4.00pm, at the Shire of Chittering's Administration Building, 6177 Great Northern Highway, Bindoon.

In-House Tenders

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

2.1 INTRODUCTION

The Lower Chittering Sports and Recreation Facility project (adjacent to the Immaculate Heart College) will include the construction and development of approximately 2,784m² of space. This will involve the following:

- Multipurpose Centre (including two indoor courts and associated spectator seating);
- Club Facility (including a variety of function rooms and commercial kitchen);
- Senior Rugby/Hockey Fields; and
- Associated site ancillaries (including roads, carparking, landscaping, etc).

Provision of a full Architectural design, costing, documentation, and construction coordination/supervisory service for the above new sport and recreation facility is required.

Tenders are therefore invited from a suitably qualified Architect for the design and documentation of the new Lower Chittering Sport & Recreation Facility. Contract Administration/Contract Management/Advice will also be required during the preparation and construction of the entire facility (vis. Multipurpose Centre (including two indoor courts and associated spectator seating); Club Facility (including a variety of function rooms and commercial kitchen); Senior Rugby/Hockey Fields; and associated site ancillaries (including roads, carparking, landscaping, etc).

The Architect will be required to work with a Council appointed Reference Group, Project Manager, nominated Shire staff and representatives in the development of the design and documentation and during construction.

A Facility Construction budget has been allocated at a maximum not to exceed $7.62m (exc. GST). The division of these funds is detailed in the attached BBRF Grant application.

The Project Architect will be required to meet the projected timetable based on the BBRF Grant’s contract schedule for the completion of all works.
Appointment of team

Tenders shall include Architectural and appropriate specialised consultant services for the preparation of design and all related design documentation, contract documentation, and contract coordination/administration/supervision.

The Architect is to include in the tender for at least the following consultancy disciplines:

- Geotechnical
- Structural
- Electrical
- Communications
- Mechanical
- Hydraulics
- Fire
- Acoustic
- Interior Design
- Land Surveyor
- Quantity Surveyor
- Furniture
- Landscape
- Reticulation
- Sporting Field and Turf
- Civic Works.

2.2 BACKGROUND INFORMATION

Feasibility Study: In 2016, Council completed a Feasibility Study for a proposed Regional Sports Facility in Lower Chittering. The Feasibility Study was externally facilitated (Jill Powell and Associates) and involved a significant level of community consultation. The primary objective of the feasibility study was to assess existing facilities, future demand, social and economic benefits and to determine the suitability of a 10 hectare Shire owned green field site in Lower Chittering and the possible consolidation of existing facilities into a regional sporting centre.

An extensive community consultation process formed part of the Feasibility Study. Most respondents (88%) stated there was a need for more recreational and social facilities within the Shire. A further 76% stated they would use the proposed new facilities. Based on those responses, the utilisation rate would be 620 persons per week rising to 840 per week over the next ten years.

The Feasibility Study found no significant engineering factors that would prevent the development of the proposed Chittering Regional Sporting Complex on the 10ha green field site.
The Proposal: A Master Plan, detailed facility concepts and economic analysis were developed. The independent Quantity Surveyors estimate for the project indicates a total project cost of $16m, with the Stage 1 project being valued at $9.6m. The proposed Stage 1 project is the scope for this Request.

Immaculate Heart College: With regard to Immaculate Heart College, its previous plans for expansion required the senior school to be developed on the opposite side of Santa Gertrudis Drive; a busy local road serving a large rural residential subdivision. Having a school which is separated by a road is never ideal; principally from the aspect of student safety. In discussion with the school, the option of selling 3 ha of the 10 ha site to the school was raised so that the entire school could be developed on one side of the road. The balance parcel of 7 ha is adequate for developing the joint use sporting facilities.

Building Better Regions Fund Grant: In November 2018, the Shire applied for a Building Better Regions Fund Grant to enable sufficient funding to be secured to see this Lower Chittering Sport & Recreation Facility become a reality. The Shire was successful with that grant application and was offered $4.61m as a contribution to the project.

This Tender will provide the overarching capacity to enable the Lower Chittering Sport & Recreation Facility to be planned and constructed. Compliance with the terms of the Building Better Regions Fund Grant Contract is therefore a critical compliance requirement of the successful Contractor.

Attached at Appendix D are documents provided as part of the successful Building Better Regions Fund grant application, namely –

1. Feasibility Study;
2. Business Case;
3. Master Plans, Facility Concept Drawing and 3D Image;
4. Floor Plan and Elevation;
5. Geotechnical investigations and service investigations;
6. Quantity Surveyor’s Estimate for Stage 1;
7. Building Better Regions Fund Grant Application; and
2.3 SCOPE OF WORK

Project Aim and Purpose
The overall aim of the project is to successfully complete the design, documentation and construction of the new Lower Chittering Sport & Recreation Facility, to be reasonably consistent with the concept Master Plans, Facility Concept Drawing and 3D Image provided as an attachment to this Request.

The project aims are to develop a pavilion that:

- fulfils the project vision;
- complies with industry standards and regulations;
- is functional and efficient;
- is an example of industry best practice;
- allows flexibility of programming and management;
- allows the dynamic nature of sporting community usage to be fully exploited;
- is secure and safe; and
- allows for changing uses into the future.

Project Outcomes
This project will result in:

**Stage 1 – Preliminary Investigations**
Site visit and examination to assist in the determination of the opportunities and constraints.

Collate base mapping, review existing information and undertake consultation with the Lower Chittering Sport & Recreation Facility Reference Group. Develop an understanding of current planning and user demand for the facility.

In consultation with the Reference Group, review Master Plans, Facility Concept Drawing and 3D Image. Using the existing Building Better Regions Fund grant application concept designs as a base, undertake consultation with the Reference Group to finalise the design. Modifying the design as required (but to remain within the compliance tolerances of the Building Better Regions Fund grant application).
Define design principles and criteria in consultation with the Reference Group, including consideration of any strategic documents that may impact on the final facility design. Develop the design to enable broader use of the facility to incorporate for example, other sporting codes, community events, social clubs and youth space.

Report on the following:

- The projected construction cost of the proposal and any variations from the Quantity Surveyor's Estimate attached;
- The most effective and cost efficient method of undertaking the development, taking into account the requirements to minimize disruption to normal running of the Immaculate Heart College and duty of care to its users;
- Time period to practical completion of facility; and
- Any other issues as set out in the Project Design Brief.

**Stage 2 – Schematic Design**

Carry out the schematic design on the master concept plan, obtain all necessary approvals from all authorities having jurisdiction over the works.

Prepare and submit to the Reference Group (and to Council for approval) all drawings, sketches, schedules, reports, calculations including but not limited to the following:

- Architectural brief and report;
- 1:100 floor plans;
- 1:100 elevations and sections;
- 1:100 outline roof plan;
- Preliminary Schedule of materials and finishes; and
- Report on each of the building service's indicating basic type, extent of maintenance/service, and whole of life costed options.

**Stage 3 – Design Development**

Finalise detailed design brief, carry out design development and prepare appropriate preliminary working drawings, schedules and sketches. Submit to Council for approval including, but not limited to, the following:

- 1:200 site plan showing contours, type and extent of works, parking areas, paving and indicative landscaping;
- 1:100 plans, elevations and sections;
- Roof plan;
- Typical details indicating construction systems;
- Schedule of materials and finishes;
- Door and window schedule;
- Building Services Report; and
- Preliminary Statutory Authority Approvals.
The Project Architect in consultation with the Reference Group shall evaluate alternative systems for building construction and building services proposals while maintaining the overall design.

Provide a Durability Assessment Plan, including an outline and brief description of the proposed plan to ensure durability requirements are complied with. Provide a brief description of the proposed materials/products to be used and how durability criteria will be met throughout the material or product's intended design life. You may provide technical and product brochures or a sample durability plan in support of your response to this question.

**Stage 4 – Contract Documentation**

Produce contract documentation drawings, finishes schedules and other relevant specifications adequate for the calling of tenders, approvals by relevant authorities and construction of works. Present Contract Documentation to Project Manager. Refine and finalise all Contract Documentation following feedback for the Shire of Chittering to call tenders.

Provide input to the Shire of Chittering to enable the preparation of tender documentation.

Relevant details from the Shire of Chittering grant application (attached) to the Building Better Regions Fund are to be incorporated into the Contract Documentation (e.g. Indigenous employment participation).

**Stage 5 – Construction Tender**

Conduct a contractor briefing on site. Answer tender queries through the Project Manager and issue addendums as required. Participate and contribute to tender assessment in line with the tender requirements.

**Stage 6 – Construction contract Coordination, Administration and Consultation Services during construction**

Administer the contract on behalf of the Shire of Chittering and in accordance with the Building Better Regions Fund Grant Contract (attached) including consultation with the builders and contractors during construction.

The Project Architect will be required to produce a proposal and plan for overcoming construction difficulties, including times of construction and access to the site.

Details of the cost of the supervision is to be provided which will include at least 12 visits to site during critical stages of construction and a hourly rate for other consultations.

The following services are specifically required:

- Issue 'For Construction' documentation;
- Answer contractor RFI’s;
- Review shop drawings;
- At least 12 site visits during critical stages of construction;
- Engage and Coordinate specialist consultants inspections and RFI responses;
- Assessment and processing of contract variations; extensions of time; and progress claims;
- Monthly reporting to the Project Manager, including, progress, financials, issues, etc.;
• Production of and ensuring action of defect lists prior to practical completion;
• Issuance of Practical completion; and
• Inspection at the completion of the defects liability period, issuance of defects lists and issuance of final certificate.

**Stage 7 – General**

Attendance at Reference Group Meetings as required.

**Consultants**

The architect shall be responsible for engaging, coordinating and supervising all specialist consultants required to complete the project from Design Development to the issuance of Final Certificate. The Project Architect will then be responsible for the integration, co-ordination, performance and delivery of service of all Consultants for the agreed period, which may not exceed the period of the contract.

The Project Architect shall ensure that the documentation of all consultants is fully integrated with the Project Architects documentation. The Project Architect shall initial all Consultants contract drawings to signify that they meet the requirements of the project.

**Copies of Documents**

The Project Architect shall provide, within the fee for service, the following quantities and types of documents:

• The required number of drawings and supporting documentation to comply with the requirements set down for the master concept stage.
• One off coloured presentation set of plans, elevations and sections to describe the Schematic Design proposal.
• Twenty (20) sets of drawings and specifications for tender purposes and contract administration including three complete copies for Council’s records.
• One complete set of “as constructed” auto positive plans and complete set of all drawings including “as constructed” indicating precise location of building service reticulation systems (including electrical), room layouts, fixed equipment layouts, site plan with all services to be accurately located (including electrical and reticulation). These documents to be provided within 28 days of Practical Completion.

**Maintenance Manuals**

The Project Architect shall prepare or cause to be prepared two bound copies of a Maintenance Manual for the completed building and associated works, which shall be made available to the Shire of Chittering within 28 days of Practical Completion.
Client Approvals
The Project Architect must liaise with the Reference Group and obtain the approval of the Shire at the completion of each of the following stages of service, and prior to commencing the next stage:
- Schematic design;
- Design development, including interior design; and
- Documentation, prior to calling tenders.

Authorities
The Project Architect shall ensure that all relevant authorities having jurisdiction over the works are properly consulted at all relevant stages of the development and that all documentation satisfies those authorities and that all approvals required are obtained.

2.4 SPECIFIC REQUIREMENTS OF THE CONTRACT

Shire of Chittering Project Management and Liaison Requirements
The Project Manager is Mr Nathan Gough. Primary contact for the consultant on a day to day basis will be through Mr Gough on telephone (08) 9576 4613, or via e-mail at building@chittering.wa.gov.au.

The Project Manager is to be contacted prior to all the site visits.

Shire of Chittering Resources
The Shire of Chittering will be responsible for the following information pertaining to the project area:
- Base plans (topographic and cadastral);
- Zoning Maps;
- Approved or pending development plans;
- Strategic documents and studies; and
- Relevant Council Policies.
3. TENDERER’S OFFER

3.1 OFFER FORM

The Acting Chief Executive Officer
Shire of Chittering
PO Box 70
Bindoon WA 6502

I/We (BLOCK LETTERS)
of (ADDRESS)
ABN/GST Status __________________ ACN (if any) __________________________
Telephone No: __________________ Facsimile No (if any): __________________
E-mail: __________________

In response to RFT: SC19-001 – Architectural Services – Lower Chittering Sport & Recreation Facility:
I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

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

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

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

Dated this __________ day of ______________________2019

Signature of authorised signatory of Tenderer: ________________________________

Name of authorised signatory (BLOCK LETTERS): ______________________________

Position: ______________________________

Address: ______________________________

Witness Signature: ______________________________

Name of witness: (BLOCK LETTERS): ______________________________

Address: ______________________________
3.2 TENDERER’S RESPONSE

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

(NOTE: All pages within Part 3 are to be completed and returned to the Principal as they form part of your Tender submission).

### Organisational Profile

<table>
<thead>
<tr>
<th>Attach a copy of your organisation structure and provide background information on your company and label it “Organisation Structure”.</th>
<th>“Organisation Structure”</th>
<th>Tick if attached</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>If companies are involved, attach their current ASC company extracts search including latest annual return and label it “ASC Company Extracts”.</th>
<th>“ASC Company Extracts”</th>
<th>Tick if attached</th>
</tr>
</thead>
</table>

### Referees

<table>
<thead>
<tr>
<th>Attach details of your referees, and label it “Referees”: You should give examples of work provided for your referees.</th>
<th>“Referees”</th>
<th>Tick if attached</th>
</tr>
</thead>
</table>

### Agents

<table>
<thead>
<tr>
<th>Are you acting as an agent for another party?</th>
<th>Yes / No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>If “Yes”, attach details (including name and address) of your principal and label it “Agents”.</th>
<th>“Agents”</th>
<th>Tick if attached</th>
</tr>
</thead>
</table>

### Trusts

<table>
<thead>
<tr>
<th>Are you acting as a trustee of a trust?</th>
<th>Yes / No</th>
</tr>
</thead>
</table>

| If “Yes”, in an attachment labelled “Trusts”:
(a) give the name of the trust and include a copy of the trust deed (and any related documents); and
(b) if there is no trust deed, provide the names and addresses of beneficiaries. | “Trusts” | Tick if attached |
|---|---|---|
**Subcontractors/Consultants**

In an attachment labelled “Subcontractors/Consultants” provide details of the subcontractors/consultants including:

- the name, address and the number of people employed by each consultant; and
- the services that will be subcontracted by each consultant

<table>
<thead>
<tr>
<th>“Subcontractors/Consultants”</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Conflicts of Interest**

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?

<table>
<thead>
<tr>
<th>Yes / No</th>
<th>“Conflicts of Interest”</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If “Yes”, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “Conflicts of Interest”.

<table>
<thead>
<tr>
<th>“Conflicts of Interest”</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Financial Position**

<table>
<thead>
<tr>
<th>Yes / No</th>
<th>“Financial Position”</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Are you presently able to pay all your debts in full as and when they fall due?

Are you currently engaged in litigation as a result of which you may be liable for $50,000 or more?

If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?

In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” include a financial profile and/or financial referees, your bank and/or accountant.

The Shire of Chittering may during the evaluation process seek further financial clarification for you and each of the other proposed contracting entities.
Quality Assurance

The quality assurance for this Tender is: **No formal Quality Assurance provision is required; however Respondents must have a demonstrated management system in place that meets the Shire of Chittering requirements.** Does your organisation have any quality assurance or quality assurance systems?

<table>
<thead>
<tr>
<th>Yes / No</th>
</tr>
</thead>
</table>

If you propose to subcontract, does your subcontractor have a “third party” quality assurance or management system in place?

<table>
<thead>
<tr>
<th>Yes / No</th>
</tr>
</thead>
</table>

If your proposed subcontractor does not have a “third party” quality assurance or management system in place are you prepared to ensure the subcontractor performs in accordance with your quality management system?

<table>
<thead>
<tr>
<th>Yes / No</th>
</tr>
</thead>
</table>

Supply evidence or details of your quality assurance position and where relevant of your supplier’s or subcontractor’s position, in an attachment labelled “Quality Assurance”.

<table>
<thead>
<tr>
<th>“Quality Assurance”</th>
<th>Tick if attached</th>
</tr>
</thead>
</table>

Insurance Coverage

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage”. A copy of the Certificate of Currency is to be provided to the Principal within seven days of acceptance.

<table>
<thead>
<tr>
<th>“Insurance Coverage”</th>
<th>Tick if attached</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>Insurer – Broker</th>
<th>Policy Number</th>
<th>Value ($)</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


### 3.3 SELECTION CRITERIA

**Compliance Criteria**

Please select with a “yes” or “no”, whether you have complied with the following compliance criteria:

<table>
<thead>
<tr>
<th>Description of Compliance Criteria</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Compliance with the Specification/Scope of Works contained in the Request.</td>
<td></td>
</tr>
<tr>
<td>(b) Compliance with the Conditions of Tendering this Request.</td>
<td></td>
</tr>
<tr>
<td>(c) Compliance with attendance at any mandatory tender briefing or site inspection.</td>
<td></td>
</tr>
<tr>
<td>(d) Compliance with the Quality Assurance requirement for this Request (not formally required)</td>
<td></td>
</tr>
<tr>
<td>(e) Compliance with providing Corporate Information including:</td>
<td></td>
</tr>
<tr>
<td>• Company Profile.</td>
<td></td>
</tr>
<tr>
<td>• List of Companies involved (Council may request a copy of their current ASIC company extracts including latest return).</td>
<td></td>
</tr>
<tr>
<td>• Details of referees (at least three).</td>
<td></td>
</tr>
<tr>
<td>• Details if agent or trust for another party.</td>
<td></td>
</tr>
<tr>
<td>(f) Compliance with identifying any actual or potential conflict of interest</td>
<td></td>
</tr>
<tr>
<td>• Details of any actual or potential conflict of interest in the performance of your obligations under the Contract if you are awarded the Contract, or if any such conflict of interest is likely to arise during the Contract.</td>
<td></td>
</tr>
<tr>
<td>(g) Compliance with providing Financial Information including:</td>
<td></td>
</tr>
<tr>
<td>• Ability to pay all debts in full as and when they fall due.</td>
<td></td>
</tr>
<tr>
<td>• If you are currently engaged in litigation as a result of which you may be liable for $50,000 or more.</td>
<td></td>
</tr>
<tr>
<td>• Financial profile and/or financial referees.</td>
<td></td>
</tr>
<tr>
<td>(h) Compliance with providing details of insurance coverage.</td>
<td></td>
</tr>
<tr>
<td>(i) Compliance with and completion of the Price Schedule.</td>
<td></td>
</tr>
</tbody>
</table>
Qualitative Criteria

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

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion. Failure to provide the specified information may result in elimination from the evaluation process or a low score.

## Qualitative Criteria

<table>
<thead>
<tr>
<th>A) Relevant Experience</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe your experience in completing/supplying similar Requirements. Tenderers must, as a minimum, address the following information:</td>
<td>&lt;20%</td>
</tr>
<tr>
<td>(a) Provide details of previous relevant project design and development undertaken within the last three years for both the Architect Services and the proposed Consultants;</td>
<td>“Relevant Experience”</td>
</tr>
<tr>
<td>(b) Provide details of previous relevant project supervision and coordination undertaken within the last three years, including proposed Consultants;</td>
<td></td>
</tr>
<tr>
<td>(c) Provide two suitably detailed references of similar work undertaken during the past three years (preferably for both the Architect Services and the proposed Consultants);</td>
<td>Tick if attached</td>
</tr>
<tr>
<td>(d) Demonstrate knowledge of sporting design requirements;</td>
<td></td>
</tr>
<tr>
<td>(e) Demonstrate sound judgement and discretion; and</td>
<td></td>
</tr>
<tr>
<td>(f) Demonstrate competency and proven track record of achieving quality outcomes.</td>
<td></td>
</tr>
</tbody>
</table>

Supply details in an attachment and label it “Relevant Experience”.
### B) Key Personnel skills and experience

Tenderers should provide as a minimum, information of proposed personnel including consultants to be allocated to this project, such as:

1. **Their role in the performance of the Contract**;
2. **Curriculum vitae**;
3. **Membership to any professional or business association**; and
4. **Qualifications, with particular emphasis on experience of personnel in projects of a similar size and scope, including local government understanding**.

Supply details in an attachment and label it **“Key Personnel”**.

<table>
<thead>
<tr>
<th></th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&lt;10%</td>
</tr>
<tr>
<td><strong>“Key Personnel”</strong></td>
<td></td>
</tr>
<tr>
<td>Tick if attached</td>
<td></td>
</tr>
</tbody>
</table>

### C) Demonstrated Understanding

Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:

1. **A project schedule/timeline to meet Building Better Regions Funding deadline (vis. facility project completion by 30 June 2021)**;
2. **The process for the delivery of the goods/services**;
3. **A demonstrated understanding of the scope of work**; and
4. **Provide a fee schedule for the project, together with a separate lump sum or percentage price for contract supervision and administration during the construction phase**.

Supply details and provide an outline of your proposed methodology in an attachment labelled **“Demonstrated Understanding”**.

<table>
<thead>
<tr>
<th></th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&lt;20%</td>
</tr>
<tr>
<td><strong>“Demonstrated Understanding”</strong></td>
<td></td>
</tr>
<tr>
<td>Tick if attached</td>
<td></td>
</tr>
</tbody>
</table>
3.4 PRICE INFORMATION

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

Discounts

<table>
<thead>
<tr>
<th>Are you prepared to allow a discount for prompt settlement of accounts?</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled “Discounts”.</td>
<td>“Discounts”</td>
</tr>
<tr>
<td>Tick if attached</td>
<td>□</td>
</tr>
</tbody>
</table>

Price Schedule

A Facility Contract Sum budget has been allocated at a maximum not to exceed $7.62m (exc. GST).

ARCHITECTURAL SERVICES – Cost of Works percentage cost basis
Percentage Fee ______%  

CONTRACT COORDINATION, SUPERVISION AND ADMINISTRATION - Lump sum or percentage cost.
Percentage Fee ______%; or
Lump Sum Fee $________

The above fees do not include Goods and Services Tax (GST) and this shall be added to the above percentage fee.

The Principal offers no guarantee as to the quantity of the services required.
4. **APPENDIX A – SPECIAL CONDITIONS OF CONTRACT**

4.1 **PERIOD OF CONTRACT AND TERMINATION**

*Supply Contract*

The Contract is to be completed on supply of the Requirements.

4.2 **INSURANCES**

The Contractor and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in the General Conditions of Contract in the following sums:

(a) Public liability insurance in the sum of at least $20,000,000 in respect of any one occurrence and for an unlimited number of claims.

(b) Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).

(c) Professional indemnity insurance in the sum of at least $20,000,000 in respect of any one occurrence and for an unlimited number of claims.

4.3 **FEE FOR SERVICE**

The Contract is on the basis of a fee for services provided. Should the project at any point and for any reason not proceed to completion, then payment will be on the basis of the works/services provided and agreed at the point the project ceases and the contract will be terminated.

4.4 **PAYMENT TERMS**

Payment will be in the form of progress claims on milestones achieved as negotiated with the successful tenderer(s).

Payment for work performed shall be made at the applicable tendered rate. The Shire reserves the right to make deductions for any failure on behalf of the Contractor to execute the works in accordance with this specification.

The rates and prices entered shall include fully for all the obligations of the Tenderer under the Contract. The Shire shall pay each invoice on net thirty days of the date of receipt of the invoice, provided and to the extent that nothing in the invoice is in dispute.
PART 4 READ AND KEEP THIS PART

4.5 CONTRACTOR RECORD KEEPING OBLIGATIONS

The Contractor shall maintain and submit records in accordance with the State Records Act 2000 and Clause 4, Conditions of Contract for Services.

4.6 CONFIDENTIALITY, OWNERSHIP AND USE OF INFORMATION

Confidentiality, ownership and use of information generated by the Consultancy shall be in accordance with the Conditions of Contract.

All material and information acquired (including any photographic documentation) during the course of the project will become the exclusive property of the Shire of Chittering. All copyright created, as a result of the project shall vest in the Shire of Chittering.

4.7 DISPUTE RESOLUTION

In the first instance, Contract Management Service or the Executive Management will negotiate a dispute resolution.

The objective of the relationship between the Shire of Chittering and the contractor is to be an alliance, with every effort made to establish and maintain an excellent supportive working relationship.
4.8 TERMINATION OF CONTRACT

The Shire of Chittering reserves the right to terminate the contract by 14 days advice in writing in the event of any of the following circumstances:

(a) Failure on the part of the contractor or service company, their employees or agents, to achieve performance goals as agreed between both parties prior to signing of the contract.

(b) Failure on the part of the contractor, service company, their employees/agents, to maintain the good name of the Shire of Chittering through any misleading or improper conduct.

(c) Insolvency of the contractor or service company.

(d) Any improper or unacceptable behaviour or activities of the contractor, service company or their employees/agents which can reasonably be shown to affect the provision or quality of service under this agreement and which is not remedied within seven days after receipt of the complaint by the contractor or service company.

(e) If an event of termination occurs and a termination notice is served on the contractor or service company, any alliance under the contract will come to an end.

(f) The Shire of Chittering reserves the right to immediately make arrangements for the provision of service to meet the needs of ratepayers as specified in the tender document. Further, that all costs involved in securing a new service over and above that which would have been paid to the original contractor or service provider during the contract period will be recovered.

(g) Nothing in this part will preclude the Shire of Chittering from recovering damages suffered from the contractor/service company as a result of early termination of the contract.
5. **APPENDIX B – FORMAL INSTRUMENT OF AGREEMENT AND GENERAL CONDITIONS OF CONTRACT**
Shire of Chittering

AGREEMENT BETWEEN
Shire of Chittering

&

[INSERT CONTRACTOR DETAILS]
FORMAL INSTRUMENT OF AGREEMENT

THIS Contract is made on the......Day of..................2019

BETWEEN:

THE SHIRE OF CHITTERING having its office in the State of Western Australia at 6177
Great Northern Highway, Bindoon WA 6502 ("the Principal"); and

THE CONTRACTOR mentioned in the Schedule ...........................................
having its offices at ................................................................. ("the Contractor")

RECITALS
The Principal, in its capacity as the local government under section 2.5 and its subsections of
the Local Government Act 1995, desires the performance of the Services and the Contractor
has agreed to perform the same upon the terms and conditions set out in this Contract.

IT IS AGREED AS FOLLOWS
1. Definitions and Interpretations
   1.1 Definitions
   In this Contract words and expression shall have the same meanings as are respectively
   assigned to them in the General Conditions of Contract and in the specification
   hereinafter referred to, except that the term:
   “General Conditions of Contract” means General conditions of contract contained
   herein.

   1.2 Construction
   1.2.1 References to statutes, regulations, ordinances or by-laws include all
   statutes, regulations, ordinances or by-laws amending, consolidating or
   replacing them.

   1.2.2 Where a reference is made to any person, body or authority that reference
   will, if the person, body or authority has ceased to exist, be deemed to be a
   reference to the person, body or authority which serves substantially the
   same objects as that person, body or authority.

   1.2.3 Where the day or last day for doing anything on which an entitlement is due
   to arise is a Saturday, Sunday, Public or Bank Holiday in Western Australia,
   the day or last day for doing the thing or date on which the entitlement
   arises will, for the purpose of this Contract, be the immediately following
   day, that is not a Saturday, Sunday or Public or Bank Holiday.

   1.3 Consent of Principal
   Where the Principal's consent or approval is required, the consent or approval must not
   be unreasonably withheld.
2 Constitution of this Contract

The following documents attached hereto (including any alterations made and initialled by both parties) shall constitute this Contract, namely the following:

a) correspondence to the extent it varies any aspect of this Contract;
b) this document;
c) Specification and Special Conditions;
d) Price/Rates Schedule; and
e) Contractor’s Tender submission of ........................................

In construing this Contract and in the event of any inconsistency in these documents, the order of precedence shall be from (a) to (e) as set out in this clause.

3 Consideration

In consideration of the satisfactory, timely and complete performance of the Services by the Contractor in accordance with the Contract, the Principal shall pay to the Contractor the amount calculated on the basis of the price or such other contract sum as may become payable to the Contractor pursuant to the provisions of the Contract.

4 Contractor’s Warranty

The Contractor Warrants that it has significant knowledge and experience in providing the Services and that it has and will continue to have an adequate, skilled, competent and fully trained organisation capable in all aspects of performing the Services.
FORMAL INSTRUMENT OF AGREEMENT

EXECUTED by the Parties.
SIGNED by

_______________________________
Neil Hartley
Acting Chief Executive Officer
in the presence of

_______________________________

(Note: Witness must sign and then print name, address and occupation)
WITNESS: NAME
ADDRESS
OCCUPATION

SIGNED by the said
(Contractor)

_______________________________
Signature of Director

Of ........................................... A.B.N. ..................................
in the presence of:

_______________________________
Signature of Witness
(Note: Witness must sign and then print name, address and occupation)
WITNESS: NAME
ADDRESS
OCCUPATION
DESCRIPTION: Architectural Services – Lower Chittering Sport & Recreation Facility

CONTRACTOR: ...........................................

GUARANTOR: .........

COMMENCEMENT DATE: ...........................................

TERM: ...........................................

SECURITY DEPOSIT: ............

CONTRACT PRICE: .............

SPECIAL CONDITIONS: ...........................................

SIGNED: ______________________________     DATE: _____________
Shire of Chittering

GENERAL CONDITIONS OF CONTRACT

FOR THE PROVISION OF

GENERAL

SERVICES
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31. RELATIONSHIP OF PARTIES  
32. INDUSTRIAL AWARDS  
33. SEVERABILITY
1. **GOVERNING LAW**

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

2. **DEFINITIONS**

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

'**Clause**' means a clause of these General Conditions.

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

'**Contract Price**' means

(a) where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract;

(b) where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Schedule of Rates;

(c) where payment is to be made on a Lump Sum and a Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (a) and (b),

but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

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

'**Council’s Contract Authority**' means the person who from time to time occupies or acts in the position specified in the Tender Documentation and who is authorised to administer this Contract.

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

'**Principal**' means the Shire of Chittering.

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

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

2.2 Unless the context otherwise requires, the singular in all cases includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.
3. QUALITY OF SERVICES

3.1 All Services rendered shall conform to the Specification and the standards specified in the Contract.

3.2 Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standards Association of Australia, or such other standard as the Principal shall consider appropriate.

3.3 If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.

3.4 The Contractor shall employ only such persons as are careful skilled and experienced in their respective professions trades and callings who hold all necessary licences permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

4. CONTRACTOR RECORDING KEEPING OBLIGATION

4.1 The contractor will create and receive records in the format and at the frequency specified in the schedule attached (The Schedule) to meet the Shire’s legislative, business and accountability requirements.

4.2 In accordance with State records Act 2000, records detailed in The Schedule are a government-owned asset. Ownership and proprietary interest of records created or collected by the contractor under this contract is vested in the Shire of Chittering.

4.3 Option A: The contractor will transfer all records detailed in The Schedule to the Shire within 48 hours after creation or receipt for ongoing management in accordance with the Shire’s Record Keeping Plan.

Option B: The contractor will transfer all records detailed in The Schedule to the Shire on a weekly/monthly basis for ongoing management in accordance with the Shire’s record keeping Plan.

Option C: The contractor will maintain a record keeping system that meets the minimum compliance requirements of State Records Commission Standard 1 “Government Record keeping”, to the satisfaction of the Shire. The contractor will transfer all records detailed in The Schedule to the Shire at the completion of the contract for ongoing management in accordance with the Shire’s record Keeping Plan.

4.4 The Shire will be granted unlimited access to all records detailed in The Schedule while in the custody of the contractor. The contractor will be granted unlimited access to all records transferred to the Shire under 3 above for the term of this contract.

4.5 Access to the records detailed in The Schedule by the contractor after the completion of the contract will be in accordance with the Freedom of Information Act 1992 and the Shire’s Policy.

4.6 Members of the public may be permitted to access the records detailed in The Schedule in accordance with the Freedom of Information Act 1992 and the Shire’s Policy.

4.7 The contractor must not dispose of any records detailed in The Schedule without authorisation of the Shire of Chittering.
5. PATENT RIGHTS

5.1 The Contractor shall indemnify and at all times keep the Principal indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement by the Contractor of any letters patent, design, trade mark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.

5.2 All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.

5.3 In the event of any claim being made or brought against the Principal in respect of any of the matters stated in this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise therefrom and in the event of the failure by the Contractor so to do, the Principal shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Principal.

6. SETTLEMENT OF DISPUTES

6.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.

6.2 Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.

6.3 Subject to the provisions of clause 5.2, any dispute or unresolved claim arising out of or relating to the Contract or the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either agreed to by the parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).

6.4 If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected:

(a) by an arbitrator mutually agreed upon between the parties; or

(b) in default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators,

in accordance with the provisions of the Commercial Arbitration Act 1985.
7. **TIME**

7.1 Services under the contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.

7.2 The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Principal, upon the written application of the Contractor, may in its absolute discretion grant in writing.

8. **SUPPLY OF SERVICES BY ORDER**

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

8.2 Where the Contract is for the supply of Services by reference to a list of Services and prices in a Schedule to the Specification, the Principal shall not be required to take or accept all or any of the Services listed EXCEPT such of the Services as may be ordered by the Principal from time to time during the period of the Contract.

8.3 Where the quantity or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under the Contract and the Principal shall not be required to take or accept the said nominated approximate quantity or value of Services.

8.4 The right is reserved for the Principal to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.

8.5 Nothing herein contained shall oblige the Principal to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Principal. The Principal shall be free at all times to obtain the Services or any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

9. **STAMP DUTY**

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

10. **GOODS AND SERVICES TAX**

10.1 For the purposes of this clause:

(a) “GST” means goods and services tax applicable to any taxable supplies as determined under the GST Act.

“GST Act” means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation’s Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.

“Supply”, “taxable supply” and “tax invoices” have the same meanings as in the GST Act.

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

(a) The Contract Price shall be inclusive of all applicable GST at the rate in force or the time being.
GENERAL CONDITIONS OF CONTRACT

(b) The obligation of the Principal to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt by the Principal of a tax invoice in respect of the Contract Price, or the relevant instalment thereof, which complies in all respects with the GST Act.

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

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

11. PRICE VARIATIONS

11.1 Contract prices shall be firm unless otherwise stated in the Contract.

11.2 Where Contract prices are variable, and the Contractor wishes to claim for a variation in price during the term of the Contract, then the Contractor shall give the Principal full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Principal may require to verify any claim for variation. All applications for variation must show in statement form the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item-by-item basis and shall be accompanied by all relevant determinations and documents in support of the claim.

11.3 Where the Contract price is the price ruling at date of performance of the Services the Contractor shall produce to the Principal evidence to verify each claim for payment.

11.4 Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.

11.5 Reductions affecting the Contract rates shall be notified by the Contractor to the Principal immediately they occur and the Contractor shall repay to the Principal the full amount of any overpayment made by the Principal within 14 days of the reduction being authorised by the Principal.

11.6 Applications for variation of variable Contract prices or rates by the Contractor shall be submitted in writing to the Principal as far in advance as practicable of the date from which the variation is sought to commence.

All variations must be approved by the Principal shall operate from a date determined by the Principal, which shall not be earlier than the date of the formal application for variation. The onus shall be upon the Contractor to prove to the satisfaction of the Principal all details of any variation claimed.

11.7 In all matters of price variations (up or down) the Contractor shall make available to the Principal within the time specified by the Principal such information, records, facts and figures as the Principal shall require. Failure to supply the required information, records, facts and figures shall entitle the Principal to refuse the variation.

11.8 Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to operate during the period of the Contract, a new variation arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be determined by either party by written notice to the other.
12. SECURITY DEPOSIT

12.1 Within the time limited in the Special Conditions of Contract the Contractor shall deposit with the Principal the Security in the amount and in the form (if any) set out in the Special Conditions of Contract. The Principal shall hold such Security as security for the due and proper performance and completion of the Contract, or until the Contract has been terminated in which event the Security shall become forfeited to the Principal.

12.2 If the Contract has not been terminated and Orders are not completed in accordance with the terms of the Contract, then the amount of loss and damage (if any) to the Principal caused thereby may be deducted from the Security and appropriated by the Principal.

12.3 Where the Contractor fails to deposit the Security within the said period the Principal may give to the Contractor notice in writing terminating the Contract and the Contract shall thereupon be deemed to be discharged.

13. ASSIGNING OR SUBLETTING

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

14. TERMINATION OF CONTRACT

14.1 Where the Contractor

(a) fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or

(b) fails to remedy within seven days after receipt of a complaint any improper or unacceptable behaviour or activities by the service company or their employees/agents which can reasonably be shown to affect the provision or quality of service under the Contract.

(c) assigns subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, or encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Principal being first obtained; or

(d) (if an individual) becomes bankrupt; or

(e) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or

(f) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
GENERAL CONDITIONS OF CONTRACT

(g) includes any statement fact information representation or material in its Tender which is false untrue or incorrect; or

(h) fails in any manner to perform the Contract to the complete satisfaction of the Principal;

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

14.2 The Shire of Chittering reserves the right to immediately make arrangements for the provision of services to meet the needs of ratepayers as specified in the tender document. Further, that all costs involved in securing a new service over and above that which would have been paid to the original contractor or service provider during the contract period will be recovered.

Nothing in this part will preclude the Shire Chittering from recovering damages suffered from the contractor/service company as a result of early termination of the contract.

14.3 All damages and expenses incurred by the Principal under or by virtue of the provisions of sub-clause 13.1 shall be ascertained and certified to by the Officer, and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Principal, and may be recovered from the Contractor in any Court of competent jurisdiction.

14.4 If the Contract is terminated the monies which have been previously paid to the Contractor on account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the Contractor and unpaid, and all sums of money (if any) held as security, shall be forfeited and may be retained by the Principal.

14.5 Upon termination of the Contract all moneys previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.

14.6 Upon termination of the Contract any alliance under the contract will come to an end.

15. FAILURE TO SUPPLY

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

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

17. **VARIATION OF CONTRACT TERMS**

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

18. **SUSPENSION OF PAYMENTS**

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

19. **DEDUCTION OF CHARGES OR DEBTS**

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

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

20. **PAYMENT**

20.1 The Principal shall pay or cause to pay to the Contractor, upon the certificate of the Officer, all sums of money due or to become due to the Contractor under the Contract, in the amounts and at the times set forth in the Contract, and shall pay or hand over the Security (if any) deposited to the Contractor within fourteen days after the Officer has certified that the Contract has been satisfactorily completed. Failure by the Principal to pay the amount payable at the due time will not be grounds to vitiate or avoid the Contract.

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

20.3 The Contractor shall not be entitled to any interest, credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Services unless expressly provided for in the Contract.
20.4 The Principal shall not be obliged to pay accounts of the Contractor unless received by the paying officer nominated on the Order.

20.5 The Contractor must provide the Principal with an invoice containing a reference to the number and date of the Order and a correct statement of the Services after the completion of the Service or an Order.

An invoice containing a reference to the purchase order number and date of the request (or order) shall be forwarded by the Contractor to the Principal after completion of provision of the Service. Invoices to include the following detailed information:

- Accurate statement of Services provided for each item listed on the invoice;
- Applicable rate;
- The total GST applicable for the invoice and the overall invoice total inclusive of GST.

20.5 Unless the parties agree otherwise in writing, the Principal will pay amounts due to the Contractor under the Contract in accordance with the Council’s terms of payment which are, unless the Principal notifies the Contractor otherwise, 30 days from the end of the month in which the Council receives the Contractor’s invoice.

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

21. SERVICE OF NOTICES

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

22. CONTRACTOR TO INFORM ITSELF

The Contractor shall be deemed to have:

(a) examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), Conditions of Tendering, these General Conditions of Contract and the Special Conditions of Contract (if any) and any other information made available in writing by the Principal to the Contractor for the purpose of tendering; and

(b) examined the site and its surroundings; and

(c) satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.
23. COMPLYING WITH STATUTORY REQUIREMENTS

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

23.2 Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational, 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.

23.3 If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Principal specifying the departure from such provisions which he considers necessary to comply with such requirements.

24. PROPERTY DAMAGE AND PUBLIC RISK

24.1 Subject to the next succeeding paragraph of this clause, the Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal, or the employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.

24.2 The Contractor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

25. ACCIDENT OR INJURY TO EMPLOYEES

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

26.1 The contractor shall, as far as permissible by law, be solely responsible for the services and shall bear sole risk for any loss or damage whether to any person or property caused by or resulting from, directly or indirectly, any act or omission of the contractor or any default or negligence by the contractor irrespective of any negligence, default or breach of statutory duty on the part of the Shire.

26.2 The contractor shall, as far as permissible by law, indemnify and keep indemnified the Shire from and against any loss or damage and against all claims, demands, proceedings, cost, charges and expenses whatsoever arising out of any act or omission of the contractor or any default by the contractor irrespective of any negligence, default or breach of statutory duty on the part of the Shire.

26.3 The contractor shall, at the contractor’s own expense, procure and maintain and shall ensure that all sub-contractors procure and maintain the following insurances, such insurance shall be specially endorsed so that it is deemed primary to any insurance effected by or on behalf of the Shire and shall contain a cross liability clause, and the insurer waives all rights, remedies or relief to which it may become entitled by subrogation against any of the insured parties, and that the insurance covers the parties respective liabilities to each other:

(a) public liability insurance for an amount of not less than $20 million for any one accident or occurrence in the name of the Shire or contractor.

(b) third party property damage insurance of not less than $20 million in respect of any motor vehicles, plant or equipment used in the performance of the contracted services.

(c) if the contractor or any sub-contractor employs any person or persons to perform the services or any part thereof documentation certifying current worker’s compensation insurance, public liability insurance and third party property damage insurance to the specifications and criteria required by the contractor must be provided to Shire before commencement of services.

(d) if the contractor or sub-contractor employs a person or persons to perform the services or any part thereof, awareness and compliance of Shire occupational safety and health guidelines and policy must be provided and acknowledged.

(e) any other insurance which is required by the laws of the Commonwealth of Australia and State of Western Australia and as amended by the guidelines following its review.

26.4 The contractor must notify the Shire promptly if:

(a) it becomes aware that any of the conditions precedent to the operation of the insurance are not or are no longer satisfied;

(b) it has made or is making a claim(s) under the insurance which may materially effect the cover provided by the insurance; and

(c) it becomes aware that the insurance has been or is going to be cancelled or a notice of cancellation or other material notice under or in relation to the insurance has been or is about to be issued by the insurer (and upon any issue of a material notice must promptly provide a copy to the Shire).

26.5 The implementation and maintaining of all insurances as required under these guidelines shall in no way limit the obligations or responsibilities of the contractor under these guidelines.
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26.6 Before any proposed amendment or variation by the contractor of an insurance policy required to be effected under this contract, the contractor must first provide details thereof to the council and obtain its prior written approval there to.

26.7 The contractor shall provide Shire, prior to the commencement date, certificates of currency for all insurances that provides evidence of validity and currency of the insurance policies. Note: Cover Notes will not be accepted.

27. CONFLICT OF INTEREST

27.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing the Contract no conflict with interests of the Principal exists is likely to arise in the performance of the Services.

27.2 If, during the performance of the Contract, a conflict of interest arises, or appears to arise, the Contractor agrees to:
   (a) Notify the Principal immediately in writing.
   (b) Make full disclosure of all relevant information relating to the conflict; and
   (c) Take such steps as the Principal may reasonably require to resolve or otherwise deal with the conflict.

27.3 If the Contractor does not notify the Principal or is unable or unwilling to resolve or deal with the conflict as required, the Principal may terminate the Contract.

27.4 The Contractor agrees that it will not, and will use its best endeavours to ensure that any officer, employee, agent or subcontractor of the Contractor does not, engage in any activity or obtain any interest during the course of the Contract that is likely to conflict with or restrict the Contractor in providing the Services to the Principal fairly and independently.

28. WARRANTIES

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

29. PATTERNS, JIGS, DIES AND DRAWINGS

If for the purpose of performing the Contract it is necessary for the Contractor to make, purchase or otherwise acquire any pattern, jig, die, drawing or other aid to manufacture or production and the cost of such making purchase or acquisition is included in the Contract Price the pattern, jig, die, drawing or other aid to manufacture or production is to become the property of the Principal, the Contractor shall deliver it properly packed and labelled to a point of delivery nominated by the Principal before completion of the Contract.
30. CONFIDENTIALITY

Neither party to the Contract shall release any document or article or divulge any information concerning the details of the Contract, without the other party's prior written approval, which approval shall not be unreasonably withheld, unless the information is publicly known or required to be disclosed by law.

This clause shall survive the termination of the Contract.

31. RELATIONSHIP OF PARTIES

Nothing contained in the Contract shall be deemed to constitute a relationship between the Principal and the Contractor other than the relationship of a principal and an independent contractor. The Contract shall not be construed so as to constitute a relationship of an employer and employee or a principal and agent between the Principal and the Contractor.

32. INDUSTRIAL AWARDS

32.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract.

32.2 Failure by the Contractor to comply with sub clause 31.1 hereof shall entitle the Principal by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

33. SEVERABILITY

If any part of the Contract is or becomes void or unenforceable, then that part shall be severed from the Contract with the intent that all parts which are not or do not become void or unenforceable shall remain in full force and effect and be unaffected by any severance.
## GENERAL CONDITIONS OF CONTRACT

### THE SCHEDULE
Records of Functions, Activities & Transactions Performed Under This Contract

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<thead>
<tr>
<th>Record Type</th>
<th>Title/description</th>
<th>FREQUENCY</th>
<th>Format</th>
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<td>As necessary</td>
<td>E-mail/Hard Copy</td>
</tr>
<tr>
<td>Schedule</td>
<td>Schedule program of Works</td>
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</tr>
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<tr>
<td>Report</td>
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<td>Report</td>
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<td>Application for works under the Contract</td>
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<td>Approvals</td>
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<td>Report</td>
<td>Accident Incident Reports</td>
<td>Immediate</td>
<td>Hard Copy</td>
</tr>
<tr>
<td>Report</td>
<td>Complaints</td>
<td>Immediate</td>
<td>Hard Copy</td>
</tr>
<tr>
<td>Report</td>
<td>Reports requested by the Principal from time to time</td>
<td>Daily</td>
<td>Hard Copy</td>
</tr>
<tr>
<td>Invoices</td>
<td>Proof of purchase, i.e. plumbing, electrical etc. goods</td>
<td>Monthly</td>
<td>Hard Copy</td>
</tr>
<tr>
<td>All</td>
<td>All documentation that applies to the provision of the</td>
<td>As necessary</td>
<td>E-mail/Hard Copy</td>
</tr>
<tr>
<td></td>
<td>Goods/Services/Works under the terms and conditions of</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>the contract; however excludes the commercial-in-confidence</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contractor’s business Operation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Shire of Chittering
RFT SC19-001: Provision of Architectural Services
Lower Chittering Sports and Recreation Facility
6. APPENDIX C – OCCUPATIONAL SAFETY & HEALTH FOR COUNCIL CONTRACTORS
3.11 Contractors

Objective
To ensure that Council employs suitably qualified and prepared contractors in conjunction with insurance and liability schemes through LGiS.

Policy
Introduction
The implementation of the Contractor Guidelines is the result of a joint effort agreement between the Municipal Workcare Scheme, Municipal Liability Scheme, Municipal Insurance Broking Services and the advice of their solicitors. The aim of these guidelines is to eliminate, in one package, the risk of liability when Councils engage the services of contractors.

Advice on the relationship between Councils and contractors/sub-contractors
The relationship with a contractor may be close and similar to an employee/employer relationship. The need for control in managing the contract process and the manner in which the work is performed is necessary to avoid work practices, which are unsafe and/or contrary to Council policy, plans and procedures.

A Council should always consider the safety, environmental and occupational health standards of a contractor and determine whether these standards are in line with those that the Council observes. This will ensure that Council employees, as well as contractors, are provided with a safe workplace.

The Shire of Chittering believes that the consequence of introducing Contractor Guidelines will be efficient and safe work practices throughout all Council operations. Working through the following checklist and procedures will allow Council to have some knowledge of its obligations when engaging the services of contractors and the obligations that contractors have.

Contractor procedures
i) The tender or contractual documentation should contain appropriate indemnity insurance clauses. An example of appropriate wording is set out under the heading “Contractors Risk and Insurance”. Prior to a contractor commencing any work for the Council, the Council should have a system for ensuring that all tender and/or contractual documentation is properly documented and signed by the contractor.

ii) When tendering a specific job, sufficient information regarding Council safety policy and requirements, environmental considerations and relevant regulations should be given to the contractor to ensure and establish that there is a full understanding of Council requirements.
iii) Council should review all contractors safety records and where applicable, environmental records. Attention should also be paid to:

- quality and experience of contractors personnel
- quality, condition and suitability of the contractors plant, equipment (including PPE) and tools
- contractors safety and environmental record and performance on previous jobs
- contractors knowledge of environmental matters, safe work practices and statutory requirements, including ‘Certificates of Currency’

iv) Contractors must provide Certificate of Currency for Public Liability, Professional Indemnity, Motor Vehicle and Workers Compensation and must ensure that subcontractors also supply Certificate of Currency as required and where applicable.

v) Contractors shall observe and comply with all relevant legislation, including the *Workers Compensation and Rehabilitation Act 1982*, *Occupational Safety and Health Act 1984*, *Occupational Safety and Health Regulations* and the *Record Keeping Act*. Contractors must also comply with improvement and prohibition notices, Codes of Practice, Guidance Notices, Australian Standards and Council requirements and policy.

vi) Council should develop a system whereby all long-term contractors are checked to ensure the required cover is renewed.

**Contractors risk and insurance**

Tender and contractual documentation should contain the clauses that are set out below:

i) The contractor shall be solely responsible for the services and shall bear the sole risk for any loss or damage whether to any person or property caused by or resulting from directly or indirectly, any act or omission of the contractors or any default or negligence by the contractor irrespective of any negligence, default or breach of statutory duty on the part of Council.

ii) The contractor shall indemnify and keep indemnified the Council from and against any loss or damage and against all claims, demands proceedings, costs, charges, expenses whatsoever arising out of any act or omission of the contractor or any default by the contractor irrespective of any negligence, default or breach of statutory duty on the part of Council.
iii) The contractor shall, at the contractors own expense, procure and maintain and shall ensure that all sub-contractors procure and maintain the following insurances, such insurance shall be specifically endorsed so that it is deemed primary to any insurance effected by or on behalf of the Council and shall contain a cross liability clause which shall treat each of the insured parties as if a separate policy had been issued to each of them:
  • public liability insurance for an amount of not less than $10 million for one accident or occurrence in the name of the Council and the contractor
  • third party property damage insurance of not less than $5 million in respect of any motor vehicle, plant or equipment used in the performance of the contracted services
  • if the contractor or any sub-contractor employs any person or persons to perform the services of any part thereof, documentation certifying current workers compensation insurance, public liability insurance and third party property damage insurance to the specifications and criteria required by the contractor must be provided to Council before commencement of services
  • if the contractor or any sub-contractor employs any person or persons to perform the services or any part thereof, awareness and compliance of Council occupational safety and health guidelines and policy must be provided and acknowledged
  • any other insurance, which is required by the laws of the Commonwealth of Australian and state of Western Australia and, as amended by these guidelines following its review.

iv) The implementation of maintaining of all insurances as required under these guidelines shall in no way limit the obligations or responsibilities of the contractor under these guidelines.

v) The contractor shall provide Council, prior to commencement date, certificates of currency for all insurances that provide evidence of validity and currency of the insurance policies.

vi) Contractors should supply evidence of any specialist qualification, permits or licenses required to undertake specialist tasks.

vii) Contractor employees must report any accident, near miss or hazardous situation to the Shire supervisor assigned to the contract.

viii) The contractor and its employees are to ensure that the work site is left free from hazards and presents no risk of injury to any person who comes into contact with the site. This includes making sure that all refuse and materials are removed from the site on completion of the work.

**Termination**

i) Council may terminate its agreement with the contractor immediately upon written notice to the contractor if the contractor fails to work with due diligence or expedition or make default in the performance of or observance of any covenant, condition or stipulation contained in these guidelines and the agreement made with the contractor or refuses or neglects to carry out any instruction which the Council is empowered to give or make under these guidelines.
Council may terminate its agreement with the contractor immediately upon written notice to the contractor if the contractor enters bankruptcy or enters into liquidation, a deed of assignment, deed or arrangement or similar style proves with creditors or commences to carry on business under a receiver for the benefit of its creditors or any other party.

**Occupational Safety and Health Policy**

The Shire of Chittering is committed to providing and maintaining a safe working environment. The aim of this policy is to ensure the safety and welfare, so far, as is practicable, of employees and contractors whose services are engaged by the Shire of Chittering.

The Chief Executive Officer is responsible for the management of occupational safety and health. The Shire of Chittering identifies the requirements and responsibilities under the *Occupational Safety and Health Act 1984*, the *Occupational Safety and Health Regulations 1996* approved Codes of Practice, Guidance Notes and relevant Australian Standards.

To ensure that the Shire of Chittering is a safe place in which to work, the following areas of responsibility must be accepted:

- all staff, contractors and volunteer workers must take reasonable care to ensure their own safety and health at work and that of other persons in the workplace
- all staff, contractors and volunteer workers must observe safe work practices and use personal protective equipment. All staff and volunteer workers are to be provided with personal protective equipment as required. Contractors are to provide at their own expense, personal protective equipment that meets the conditions of the Shire of Chittering
- it is the duty of all staff, contractors and volunteer workers to report any incidents, accidents and hazardous situations arising or having been observed in the course of one's work
- it is the duty of all staff, contractors and volunteer workers to maintain a copy of the Occupational Safety and Health Policy and Safety Rules. Contractors must also maintain a copy of the Contractor Checklist and any Job Safety Analysis, Site Safety Analysis and Traffic Management Plan where necessary.

The Shire seeks the co-operation of all people associated with working for the Council in upholding a high standard of personal safety and accident prevention procedures.

This policy will be reviewed annually to ensure relevance, comprehensiveness and purpose.
Safety rules
The safety and health of all people working for the Shire of Chittering is of primary concern. The following rules are to be observed and complied with to reduce the risk of injury to any person:

i) Safe working practices must be observed at all times. If there is any doubt, speak to your supervisor.

ii) Report any injury or incident immediately.

iii) Safe and appropriate clothing and personal protective equipment must be worn while performing work tasks.

iv) Council vehicles, machinery, equipment and facilities are to be used only by authorised personnel.

v) Lift all objects safely and correctly. If in doubt, ask someone to assist you or ask your supervisor.

vi) In the event of fire or other emergency, follow the instructions of the Council emergency procedures.

vii) Alcohol and drugs, other than drugs prescribed by a medical practitioner, must not be consumed at any worksite or work location unless officially authorised by the Chief Executive Officer. Failure to observe this requirement may result in dismissal or suspension without pay.

viii) Speed limits on public roads and at work locations must be observed at all times.

ix) Machinery, equipment, materials and tools must be secured whilst in transit.

x) Any unsafe working conditions must be reported to your supervisor.

xi) All roadworks must comply with the MRWA standards as found in the General Field Guide MRWA Traffic Management for Road Works.

xii) Greasing, refuelling or cleaning machinery, plant and equipment that is running is prohibited.
I HAVE READ AND UNDERSTAND THE ATTACHED INFORMATION AND AGREE TO COMPLY WITH THE SAFETY AND HEALTH REQUIREMENTS LISTED.

NAME: .......................................................................................................................................................

TITLE: ........................................................................................................................................................

COMPANY: ................................................................................................................................................

ADDRESS: .................................................................................................................................................
...................................................................................................................................................................

TELEPHONE NUMBER: ..........................................FACSIMILE NUMBER: .............................................

DATE: ........................................................................................................................................................

SIGNATURE OF CONTRACTOR REPRESENTATIVE: .................................................................................

NATURE OF WORK TO BE CARRIED OUT: ............................................................................................... 
...................................................................................................................................................................
...................................................................................................................................................................

SIGNATURE: ..............................................................................................................................................

(Shire of Chittering Representative)

DATE: ........................................................................................................................................................
2.12 PURCHASING

Policy Owner: Corporate Services
Distribution: All employees
Person Responsible: Executive Manager Corporate Services
Date of Approval: 19 August 2009
Amended: 28 October 2015; 26 October 2016; 7 August 2018

Objective
- To deliver best practice approach and procedures to internal purchasing for the Shire of Chittering.
- To ensure consistency for all purchasing activities within the Shire of Chittering.

Policy
Why do we need a Purchasing Policy?
The local government is committed to setting up efficient, effective, economical and sustainable procedures in all purchasing activities.

This policy:
- Provides the local government with a more effective way of purchasing goods and services.
- Ensures that purchasing transactions are carried out in a fair and equitable manner.
- Strengthens integrity and confidence in the purchasing system.
- Ensures that the local government receives value for money in its purchasing.
- Ensures that the local government considers the environmental impact of the procurement process across the life cycle of goods and services.
- Ensures the local government is compliant with all regulatory obligations.
- Promotes effective governance and definition of roles and responsibilities.
- Uphold respect from the public and industry for the local government’s purchasing practices that withstand probity.
**Ethics and Integrity**

All officers and employees of the local government shall observe the highest standards of ethics and integrity in undertaking purchasing activity and act in an honest and professional manner that supports the standing of the local government.

The following principles, standards and behaviours must be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money.
- all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the local government policies and Code of Conduct.
- purchasing is to be undertaken on a competitive basis in which all potential suppliers are treated impartially, honestly and consistently.
- all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies and audit requirements.
- any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed.
- any information provided to the local government by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation.

**Value for Money**

Value for money is an overarching principle governing purchasing that allows the best possible outcome to be achieved for the local government. It is important to note that compliance with the specification is more important than obtaining the lowest price, particularly taking into account user requirements, quality standards, sustainability, life cycle costing, and service benchmarks.

An assessment of the best value for money outcome for any purchasing should consider:

- all relevant whole-of-life costs and benefits whole of life cycle costs (for goods) and whole of contract life costs (for services) including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal.
- the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality;
- financial viability and capacity to supply without risk of default. (Competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);
- a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable.

Where a higher priced conforming offer is recommended, there should be clear and demonstrable benefits over and above the lowest total priced, conforming offer.
**Sustainable Procurement**

“Sustainable Procurement” is defined as the procurement of goods and services that have less environmental and social impacts than competing products and services.

The Shire of Chittering is committed to sustainable procurement and where appropriate shall endeavour to design quotations and tenders to provide an advantage to goods, services and/or processes that minimise environmental and negative social impacts. Sustainable considerations must be balanced against value for money outcomes in accordance with the Shire of Chittering's sustainability objectives.

Practically, sustainable procurement means the Shire of Chittering shall endeavour at all times to identify and procure products and services that:

- have been determined as necessary.
- demonstrate environmental best practice in energy efficiency and/or consumption which can be demonstrated through suitable rating systems and eco-labelling.
- demonstrate environmental best practice in water efficiency.
- are environmentally sound in manufacture, use, and disposal with a specific preference for products made using the minimum amount of raw materials from a sustainable resource, that are free of toxic or polluting materials and that consume minimal energy during the production stage.
- where products that can be refurbished, reused, recycled or reclaimed shall be given priority, and those that are designed for ease of recycling, re-manufacture or otherwise to minimise waste.
- for motor vehicles – select vehicles featuring the highest fuel efficiency available, based on vehicle type and within the designated price range.
- for new buildings and refurbishments – where available use renewable energy and technologies.

**Supporting local industry**

The Shire of Chittering recognises that it has a role in the economic development of the local community and in assisting local industry in accessing opportunities to conduct business with the Shire.

In supporting or encouraging local industry, matters relating to:

- Value for money;
- Environmental performance;
- National Competition Policy; and
- Transparency of decision-making must be addressed.

In order to assist local industry to conduct business with the Shire, the following steps shall be undertaken:

- Procurement shall be undertaken in accordance with the Procurement Management Procedure and within the guidelines for “Purchasing Thresholds” of this policy.
- All tenders and requests for expressions of interest shall be advertised in the *Northern Valleys News* and/or *The Advocate* newspapers, placed on noticeboards in the Shire's libraries and administration centre.
- All tenders and requests for expressions of interest will be available to access and, where applicable, download through the Shire's website.
A Request for Quotation process shall be investigated that will enable effective communication with the local business community of the Shire's upcoming requests for quotation.

The major considerations in accepting any tender or quotation for provision of goods or service shall be:
- Capacity to deliver the goods or services according to the Shire’s specification and the contract conditions; and
- Value for money.

Any canvassing of the Shire's Elected Members or staff shall disqualify businesses seeking to do business with the Shire.

**Purchasing Thresholds**

Where the value of procurement (excluding GST) for the value of the contract over the full contract period (including options to extend) is, or is expected to be:

<table>
<thead>
<tr>
<th>Amount of Purchase</th>
<th>Model Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $ 10,000</td>
<td>Direct purchase from suppliers.</td>
</tr>
<tr>
<td>$10,001 - $30,000</td>
<td>Obtain at least two verbal or written quotations.</td>
</tr>
<tr>
<td>$30,001 - $50,000</td>
<td>Obtain at least two written quotations.</td>
</tr>
<tr>
<td>$50,001 - $149,999</td>
<td>Obtain at least three written quotations containing price and specification of goods and services (with procurement decision based on all value for money considerations).</td>
</tr>
<tr>
<td>$150,000 and above</td>
<td>Conduct a public tender process.</td>
</tr>
</tbody>
</table>

Where it is considered beneficial, tenders may be called in lieu of seeking quotations for purchases under the $150,000 threshold (excluding GST). If a decision is made to seek public tenders for contracts of less than $150,000, a “Request for Tender” process that entails all the procedures for tendering outlined in this policy must be followed in full.

**Purchasing value not greater than $10,000**

Where the value of procurement of goods or services does not exceed $10,000, purchase is subject to budget allocation. However it is recommended to use professional discretion and occasionally undertake market testing with a greater number or more formal forms of quotation to ensure best value is maintained.

This purchasing method is suitable where the purchase is relatively small and low risk.

**Purchasing value between $10,001 and $30,000**

This category is for the procurement of goods or services where the value of such procurement ranges between $10,001 and $30,000.

At least two verbal or written quotations are required. Where this is not practical, e.g. due to limited suppliers, it must be noted through records relating to the process.
The general principles for obtaining verbal quotations are:

- Ensure that the requirement/specification is clearly understood by the local government employee seeking the verbal quotations.
- Ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote.
- Read back the details to the supplier contact person to confirm their accuracy.
- Written notes detailing each verbal quotation must be recorded.

Record keeping requirements must be maintained in accordance with record keeping policies.

**Purchasing value between $30,001 - $50,000**

For the procurement of goods or services where the value of such procurement ranges between $30,001 and $50,000, it is required to obtain at least two written quotes (commonly a sufficient number of quotes would be sought according to the type and nature of purchase).

The responsible officer is expected to demonstrate due diligence seeking quotes and to comply with any record keeping and audit requirements. Record keeping requirements must be maintained in accordance with record keeping policies.

**Purchasing value between $50,001 and $149,999**

For the procurement of goods or services where the value of such procurement ranges between $50,001 and $149,999, it is required to obtain at least three written quotations containing price and a sufficient amount of information relating to the specification of goods and services being purchased.

For this procurement range, the selection should not be based on price alone, and consideration shall be given to qualitative factors such as quality, stock availability, environmental performance, accreditation, time for completion or delivery, warranty conditions, technology, maintenance requirements, organisation’s capability, previous relevant experience and any other relevant factors as part of the assessment of the quote.

Where it is considered beneficial, tenders may be called in lieu of seeking quotations for purchases under the $150,000 threshold (excluding GST). If a decision is made to seek public tenders for Contracts of less than $150,000, a Request for Tender process that entails all the procedures for tendering outlined in this policy must be followed in full.

The general principles for verbal and written quotations shall be followed as noted in this Policy.

**General principles for obtaining verbal quotations**

- Ensure that the requirement / specification is clearly understood by the Shire of Chittering employee seeking the verbal quotations.
- Ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote.
- Read back the details to the Supplier contact person to confirm their accuracy.
- The responsible officer shall demonstrate due diligence when seeking quotes and shall comply with the Shire's record keeping policies and audit requirements.
All documents relating to the quotation process must be saved in the Shire's Electronic Management System (i.e. SYNERGY).

**General principles relating to written quotations**

- The request for written quotation should include as a minimum: An appropriately detailed specification should communicate requirement(s) in a clear, concise and logical fashion.
- The request for written quotation should include as a minimum:
  - Written Specification
  - Selection Criteria to be applied
  - Price Schedule
  - Conditions of responding
  - Validity period of offer
- Invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond.
- Offer to all prospective suppliers at the same time any new information that is likely to change the requirements.
- Responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented.
- Respondents should be advised in writing as soon as possible after the final determination is made and approved.

**Ordering Thresholds**

The following Officers are authorised to sign orders on behalf of Council within the limits stated provided such proposed purchases are contained within the Budget and are within the officer's area of activity:

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive Officer</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Executive Manager Development Services</td>
<td>$50,000</td>
</tr>
<tr>
<td>Executive Manager Technical Services</td>
<td>$50,000</td>
</tr>
<tr>
<td>Executive Manager Corporate Services</td>
<td>$50,000</td>
</tr>
<tr>
<td>Works Coordinator</td>
<td>$5,000</td>
</tr>
<tr>
<td>Building Surveyor</td>
<td>$5,000</td>
</tr>
<tr>
<td>Principal Environmental Health Officer</td>
<td>$5,000</td>
</tr>
<tr>
<td>Community Emergency Services Manager</td>
<td>$5,000</td>
</tr>
<tr>
<td>Economic Development Coordinator</td>
<td>$2,500</td>
</tr>
<tr>
<td>Community Development Coordinator</td>
<td>$2,500</td>
</tr>
</tbody>
</table>
Regulatory Compliance

- **Tender Exemption**
  In the following instances public tenders or quotation procedures are not required (regardless of the value of expenditure):
  - An emergency situation as defined by the *Local Government Act 1995*.
  - The purchase is under a contract of WALGA (Preferred Supplier Arrangements), Department of Treasury and Finance (permitted Common Use Arrangements), Regional Council, or another local government.
  - The purchase is under auction which has been authorised by Council.
  - The contract is for petrol, oil, or other liquid or gas used for internal combustion engines.
  - Any of the other exclusions under Regulation 11 of the *Local Government (Functions and General) Regulations 1996* apply.

**Sole Source of Supply (Monopoly Suppliers)**
The procurement of goods and/or services available from only one private sector source of supply, (i.e. manufacturer, supplier or agency) is permitted without the need to call competitive quotations provided that there must genuinely be only one source of supply. Every endeavour to find alternative sources must be made. Written confirmation of this must be kept on file for later audit.

**Note:**
The application of provision "sole source of supply" should only occur in limited cases and procurement experience indicates that generally more than one supplier is able to provide the requirements.

**Anti-Avoidance**
The Shire of Chittering shall not enter two or more contracts of a similar nature for the purpose of splitting the value of the contracts to take the value of consideration below the level of $150,000, thereby avoiding the need to publicly tender.

**Tender Criteria**
The Shire of Chittering shall, before tenders are publicly invited, determine in writing the criteria for deciding which tender should be accepted.

The evaluation panel shall be established prior to the advertising of a tender and include a mix of skills and experience relevant to the nature of the purchase.

For requests with a total estimated (excluding GST) price of:
- Between $40,000 and $149,999, the panel must contain a minimum of two members.
- $150,000 and above, the panel must contain a minimum of three members.
Advertising Tenders
Tenders are to be advertised in a state-wide publication, e.g. *The West Australian* under the “Local Government Tenders” section, with preference on a Wednesday or Saturday.

The tender must remain open for at least fourteen (14) days after the date the tender is advertised. Care must be taken to ensure that fourteen (14) full days are provided as a minimum.

The notice must include:
- a brief description of the goods or services required
- information as to where and how tenders may be submitted
- the date and time after which tenders cannot be submitted
- particulars identifying a person from who more detailed information as to tendering may be obtained
- detailed information shall include:
  - such information as the local government decides should be disclosed to those interested in submitting a tender
  - detailed specifications of the goods or services required
  - the criteria for deciding which tender should be accepted
  - whether or not the local government has decided to submit a tender
  - whether or not tenders can be submitted by facsimile or other electronic means, and if so, how tenders may so be submitted.
- Canvassing of Elected Members and Shire officers will disqualify your tender

Issuing Tender Documentation
Tenders will not be made available (counter, mail, internet, referral, or other means) without a robust process to ensure the recording of details of all parties who acquire the documentation.

This is essential as if clarifications, addenda or further communication is required prior to the close of tenders, all potential tenderers must have equal access to this information in order for the Shire of Chittering not to compromise its Duty to be Fair.

Tender Deadline
A tender that is not received in full in the required format by the advertised tender deadline shall be rejected.

Opening of Tenders
No tenders are to be removed from the tender box, or opened (read or evaluated) prior to the tender deadline.

Tenders are to be opened in the presence of the Chief Executive Officer’s or one Executive Manager and preferably at least one other Council officer. The details of all tenders received and opened shall be recorded in the ‘Tenders Register’.
Tenders are to be opened in accordance with the advertised time and place. There is no obligation to disclose or record tendered prices at the tender opening, and price information should be regarded as “commercial-in-confidence” to the local government. Members of the public are entitled to be present.

The tenderer’s offer form, price schedule and other appropriate pages from each tender shall be date stamped and initialled by at least two local government officer’s present at the opening of tenders.

**No Tenders Received**
Where the Shire of Chittering has invited tenders, however no compliant submissions have been received, direct purchases can be arranged on the basis of the following:

- a sufficient number of quotations are obtained
- the process follows the guidelines for seeking quotations between $40,000 and $149,999 (listed above)
- the specification for goods and/or services remains unchanged
- purchasing is arranged within 6 months of the closing date of the lapsed tender.

**Tender Evaluation**
Tenders that have not been rejected shall be assessed by the Shire of Chittering by means of a written evaluation against the pre-determined criteria. The tender evaluation panel shall assess each tender that has not been rejected to determine which tender is most advantageous.

**Tender Acceptance**
That the Chief Executive Officer be authorised to accept tenders/purchases up to $99,999.99; and that all tenders/purchases above $100,000 are to be referred to Council (including all WALGA preferred suppliers).

**Addendum to Tender**
If, after the tender has been publicly advertised, any changes, variations or adjustments to the tender document and/or the conditions of tender are required, the Shire of Chittering may vary the initial information by taking reasonable steps to give each person who has sought copies of the tender documents notice of the variation.

**Minor Variation**
If after the tender has been publicly advertised and a successful tenderer has been chosen but before the Shire of Chittering and tenderer have entered into a contract, a minor variation may be made by the Shire.

A minor variation will not alter the nature of the goods and/or services procured, nor will it materially alter the specification or structure provided for by the initial tender.
Notification of Outcome
Each tenderer shall be notified of the outcome of the tender following Council resolution. Notification shall include:

- The name of the successful tenderer
- The total value of consideration of the winning offer

The details and total value of consideration for the winning offer must also be entered into the Tenders Register at the conclusion of the tender process.

Records Management
All records associated with the tender process or a direct purchase process must be recorded and retained. For a tender process this includes:

- Tender documentation
- Internal documentation
- Evaluation documentation
- Enquiry and response documentation
- Notification and award documentation.

For a direct purchasing process this includes:

- Quotation documentation
- Internal documentation
- Order forms and requisitions.

Record retention shall be in accordance with the minimum requirements of the State Records Act 2000, and the Shire of Chittering's internal records management policy.

Purchasing from WA Disability Enterprises
Pursuant to State Government policy, Local Governments are encouraged to consider the option of purchasing goods and services from registered WA Disability Enterprises. This is contingent on the provision of fair value and quality.

Local Governments are encouraged to invite relevant WA Disability Enterprises to respond to a Request for Quotation or Tender for goods or services. Determining the purchasing process to be followed is based on the actual or expected value of each purchase by the Local Government as outlined above in Section 5 (Purchasing Thresholds and Processes) of this Policy. There are seven (7) Disability Enterprises registered in Western Australia.

A complete list of approved organisations is available from the following website: www.wade.org.au.
1.14 SMOKING, OTHER DRUGS AND ALCOHOL

Policy Owner: Corporate Services
Contact Person: Human Resources Coordinator
Date of Approval: 18 May 2011
Amended: 26 October 2016; 19 April 2017

Objective
The aim of this policy is to ensure a safe workplace free from the effects of smoke, drugs and alcohol. The policy is directed towards the welfare of the individual and the safety and health of other people and, although disciplinary action may be necessary, the focus is on preventative measures.

Policy Statement The Shire of Chittering’s Commitment
The Shire of Chittering and its employees must take all reasonable care not to endanger the safety of themselves or others (including customers) in the workplace. Smoking, alcohol and other drug usage becomes an occupational safety and health issue if a worker's ability to exercise judgment, coordination, motor control, concentration and alertness at the workplace is impaired.

The underlying principles of the Shire of Chittering are fairness and transparency and providing a safe workplace that promotes and protects the well-being of all employees within the Shire of Chittering.

For the purposes of this policy, the term “employee/s” shall extend to cover contractors, volunteers and any person performing work for or with the Shire of Chittering in any capacity.

For the Purpose of this policy, the term “Smoking or smoking of cigarettes” shall include items identified as cigarettes, tobacco, Electronic cigarettes (e-cigarettes) and other personal vaporisers for delivery of nicotine or other substances.
The Individual's Responsibility
Under the *Occupational Safety and Health Act 1984* (the OSH Act), workers must take reasonable care of their own safety and health and not endanger the safety and health of others at the workplace.

Smoking of cigarettes in the workplace is permitted as per *Policy 10.8 Smoke Free Outdoor Areas*, as long as it is undertaken within the designated smoking areas as identified by provided bins and signage. The Policy aims to minimise the harmful effects of passive smoking and its related discomfort to others and to ensure a safe and healthy working environment for all staff, and should be read in conjunction with *OSH Regulation 3.44A*.

The consumption of alcohol and/or drugs while at work is unacceptable (the hazard extends to being adversely affected, possibly as a result of the night before in addition to consumption at work), except in relation to responsible use of alcohol at workplace social functions, as authorised by the Chief Executive Officer.

Employees are required to present themselves for work and remain, while at work, capable of performing their work duties safely. An employee who is under the influence of alcohol and/or drugs at the workplace, or is impaired, may face disciplinary action including possible termination of employment.

Employees are personally responsible for any civil or criminal penalty which results from being under the influence of drugs or alcohol in the workplace.

Reporting Requirements
Under the *Occupational Safety and Health Act 1984*, employees must report to their employer any situation where they genuinely believe that an employee may be affected by alcohol and/or other drugs, or smoking in non-designated areas as this presents a hazard in the workplace.

Confidentiality
All results and information in relation to drug and alcohol testing will be dealt with in the strictest confidence. The privacy and dignity of staff tested as part of this process will be protected.

The Shire of Chittering believes that the health and wellbeing of an employee is of great importance to the organisation. An employee counselling program will be offered in order to support the affected employee.

Any employee of the Shire of Chittering who is interested in receiving counselling services should seek guidance from their Manager, Human Resources or LGIS Counselling and referral services.
Drug Use on the Premises
Employees who buy, take, or sell drugs on the Shire of Chittering premises, may be found to have engaged in serious misconduct. Such behaviour may result in disciplinary action up to and including dismissal and may be referred to the relevant authorities.

Prescribed and Over the Counter Medications
The employee must follow the instructions in respect of prescribed or over the counter medications. If the medication affects their ability to perform a task they must advise their supervisor or manager. Employees taking prescribed or over the counter medication must not commence duties if their doctor or pharmacist indicates that it would not be safe to do so.

The categories of drugs and substances prohibited by the Shire of Chittering are outlined as per the Australian Standard AS 4308:2008 Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine, as such a zero tolerance applies to non-prescribed medications.

Examples of drugs referred to in AS4308:2008 include but are not limited to: Cannabis; Cocaine; Opiates (e.g. codeine and morphine); and Amphetamine type substances (e.g. pseudoephedrine, MDA and MDMA).

In circumstances where an employee indicates the consumption of prescription or pharmacy drugs, or declares prescription medication and as a result of the medication proved a non-negative result the Shire of Chittering may request further information from the practitioner conducting the assessment about the effects and proper usage of the prescription or pharmacy drugs being taken.

Smoking whilst on the premises and during working hours
Smoking is prohibited in all Council owned/leased buildings. The Shire of Chittering upholds the right of an individual to work in a smoke-free environment and there is no provision for the designation of smoking-permitted rooms or areas in buildings controlled by the Shire of Chittering.

The Shire of Chittering Smoke Free Outdoor Area Policy (Policy 10.8) is recognised as an Occupational Health and Safety responsibility, and as such all job applicants to the Shire of Chittering shall be informed of the policy in regard to smoking in the workplace.

Smoking is not permitted within five metres of entrances to buildings or ten metres from an air-conditioning unit and is banned in all Shire of Chittering vehicles; however there are designated smoking areas available as signposted.

It is the responsibility of the department concerned to advise all potential employees and volunteers of the smoking policy and to advise designated smoking locations.
Consumption of Alcohol

Except in situations where the Shire of Chittering holds a function as authorised by the Chief Executive Officer on the premises and alcohol is provided, employees must not bring in and/or consume/or sell alcohol in the workplace.

It is illegal to drive while under the influence of alcohol or drugs, including some over-the-counter and prescription medicines. All legislative requirements associated with driving and alcohol consumption, and the consumption of drugs or alcohol in the workplace must be adhered to. The Shire of Chittering employees are not to be under the influence of drugs or alcohol whilst in control of a Council vehicle.

Managers and supervisors shall:

• Ensure that the event has been authorised by the Chief Executive Officer;
• Ensure cessation of all:
  o Physical and computer based work;
  o Use of equipment and machinery (including plant and mobile plant); and
  o Dealing with enquiries and advisory functions to members of the public.
• Encourage their people to make alternative arrangements for transport to and from work prior to the function;
• Ensure that the following is made available: - low alcohol beer, soft drinks and water - beverages: tea, coffee and food;
• If the Manager believes a person may be over the Blood Alcohol Consumption (BAC) 0.05 limit, assist the person with safe transport home (including contacting a family member or arranging a taxi); and
• If the Manager has to leave the function early, appoint a delegate to oversee the rest of the function.

Blood Alcohol Concentration (BAC) Limits

Zero BAC

For employees who drive or operate vehicles classed as plant equipment, heavy trucks and machinery, the alcohol limit is 0.00. Plant Equipment, Heavy Trucks and Machinery include the following:

• All construction equipment (graders, rollers, loaders etc).
• Trucks which have a combined mass exceeding 22.5 tonnes.
• High risk hand held equipment such as chainsaws and quick cut saws.

A limit of 0.00 BAC also applies to:

• Novice drivers;
• Taxi drivers*;
• Drivers of passenger vehicles with capacity to carry more than 12 adult passengers*;
• Drivers of omnibuses*;
• Drivers of certain heavy vehicles*;
• Drivers of vehicles carrying dangerous goods*;
• Extraordinary licence holders; and
• Recently disqualified drivers;
* The zero BAC limit for certain drivers may not apply at all times. Refer www.transport.wa.gov.au/dvs for further information on when a driver must have a BAC limit of zero.

**0.02 BAC**
A limit of 0.02 applies to all employees when at work and who are not involved in the operation of plant equipment, heavy trucks and machinery as defined under the sub-heading ‘Zero BAC’ as outlined above. Drivers of certain vehicles and certain classes of licence holder are also subject to 0.00 BAC as outline above.

**0.05 BAC**
A limit of 0.05 applies to the drivers of Private Use vehicles when those vehicles are being used for private use outside of working hours. A limit of 0.05 also applies to:
- All other licences (including overseas and interstate licence holders) not subject to a 0.02 or zero limits; and
- Emergency Services Employees, Volunteers or Local Government employees when called-out in response to events and in time of emergency*.
* The law provides an exemption from zero BAC for certain drivers. In this situation, the driver will continue to be subject to 0.05% BAC limit. Refer www.transport.wa.gov.au/dvs for further information.

**Private Use Vehicles**
While at work or on duty, or when commuting to and from home to a place of work, employees with private use of a Council supplied motor vehicle are deemed to be at work and the appropriate BAC limit as defined above, is applicable.

When a vehicle is allocated for Private Use in accordance with an employee’s condition of employment or employment contract, and the vehicle is being used outside of working hours, the normal road rules are apply and the BAC limits are defined as above.

**Drug/Alcohol Treatment Programs**
Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the Shire of Chittering will provide assistance to the employee.
- The Shire of Chittering will allow an employee to access any accrued personal or annual leave while they are undergoing treatment; and
- The Shire of Chittering will take steps to return an employee to their employment position after completion of the treatment program, if practicable in the circumstances.
Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the line manager or members of senior management, will review the full circumstances and agree on a course of action to be taken. This may include redeployment to suitable alternative employment, or possible termination from employment if the employee is unable to safely carry out the requirements of their role.

**Pre-Employment Medical Tests**
As part of the recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

**Workplace Testing**
If the Shire of Chittering has reasonable grounds to believe that an employee is affected by drugs and/or alcohol it will take steps to address the issue. Actions may include:
- Directing an employee to attend a medical practitioner and submit to a medical assessment to determine whether the employee is fit to safely perform their duties.
- Requiring that an employee undergo drug and alcohol testing administered by an accredited service provider nominated by the Shire of Chittering.
- Directing an employee to go home.

A non-negative oral drug test result, administered by the Shire's accredited service provider, will result in a referral to an independent National Association of Testing Authorities (NATA) Certified Testing Authority.

**Impairment Testing**
Reasonable grounds may include (but are not limited to), where an employee's coordination appears affected, has red or bloodshot eyes or dilated pupils, smells of alcohol, acts contrary to their normal behaviour, or otherwise appears to be affected by drugs and/or alcohol.

**Random or Blanket Testing**
Testing may also be conducted on all employees. All employees must participate in the testing. If an employee/s is not at work on the day of the test, the employee/s must undertake a test as soon as practicable with the accredited Service Provider.

Random testing may also be conducted utilising a variety of methods for randomly selecting names. The method will be determined by the Chief Executive Officer but may be by way of picking a coloured ball or names out of a bag containing all employee names.
Cause Testing

Employees involved in significant incidents may be tested at the direction of their supervisor. Significant incidents may include but are not limited to: vehicle accidents; injuries treated by a medical practitioner; property damage; damage to equipment and machinery; and reportable near misses.

Testing Process

A medical assessment may include a drug and/or alcohol test. Testing in the first instance for alcohol and/or drugs will be via a swab test analysis or using a Breath Alcohol Testing Device, however secondary testing may include urinalysis. All testing shall be conducted in accordance with the Australian Standard AS/NZS 4308:2008 - Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine and AS/NZS 4760:2006 Procedures for specimen collection and the detection and quantitation of drugs in oral fluid.

If an employee refuses to attend a medical examination or refuses to submit to an alcohol or drug test, the employee will be immediately directed to go home, if there is suspicion that the person is under the influence of drugs or alcohol the manager or supervisor will encourage the person to make alternate travel arrangements so that they are not operating a motor vehicle. Refusal to attend a medical assessment or refusal to go home constitutes a breach of this policy and may result in disciplinary action being taken against the employee up to and including the termination of employment.

The following steps are to be taken where an employee who has submitted to a medical assessment returns a positive test result for alcohol and/or drugs:

- The employee tested and the supervisor will be informed of the result; and
- A disciplinary discussion will take place in accordance with the disciplinary policies and procedures of the Shire of Chittering.

An employee who returns a positive test will be in breach of this policy. A breach of this Policy may result in disciplinary action being taken against the employee up to an including the termination of employment.

Education, Training and Awareness

The Shire of Chittering provides a comprehensive induction program and annual refresher programs for employees. In addition, the Shire engages the services of a free and confidential counselling and referral service to employees.

Employees who recognise that they have an alcohol or drug problem, or that they are at risk of developing one, are encouraged to come forward so that they can be assisted to get the appropriate help.
Consequences of Breaching this Policy
An employee engaged by the Shire of Chittering who breaches the provisions of this policy may face disciplinary action including possible termination of employment.

Any person yielding a positive Test result (NATA Laboratory confirmed positive reading) for drugs or a blood alcohol reading above 0.02 (calibrated hand held BAC test) will be automatically tested the next three screening sessions (whether random or compulsory).

Contractors found with levels exceeding permissible levels for drugs and/or alcohol will be removed from the worksite immediately. The Shire of Chittering will insist that the contractor provide satisfactory evidence that the effect of work performance and/or safety has been addressed before they are permitted to return to the worksite.

Disciplinary Action

**First Offence**
1. In the case of a serious incident or high level BAC reading (above 0.05), the employee may be subject to disciplinary action up to an including dismissal.
2. In all other cases, the employee will be given the opportunity to state their case. Unless there are convincing arguments to the contrary, the action as outlined below will continue:
   a) The employee will be suspended from duty.
   b) The employee will not be permitted to return to work until they have been tested again and proved negative for all prescribed substances.
   c) The employee will be counselled by their supervisor. That counselling will focus on:
      i) the unacceptability of the employee’s behaviour;
      ii) the risk that such behaviour creates for the safety of the individual and other employees or members of the public;
      iii) the employee’s responsibility to demonstrate that the problem is being effectively addressed;
      iv) that any future breach of the policy will result in second offence or possible dismissal.
3. The employee will be offered the opportunity to contact a professional counsellor.
4. A first written warning will be issued.

**Second Offence**
1. In the case of a serious incident or high level BAC reading (above 0.05), the employee may be subject to disciplinary action up to an including dismissal.
2. In all other cases, the process as outlined in Step 2 (as above) will apply.
3. The employee will be formally offered the opportunity to contact a professional counsellor. The decision to undertake counselling or other treatment for alcohol or other drug or substance is considered mandatory. The employee may be subject to dismissal without notice if the offer of counselling is refused for a second offence.
4. A second written warning will be issued.
Third Offence

The employee will be given the opportunity to state their case. Unless there are convincing arguments to the contrary, the employee will be dismissed from duty without further notice.

Related Corporate Documents

- Staff Disciplinary Policy (3.17)
- Procedures relating to Fitness for Work, Workplace Behaviours, Grievances, Investigations and Resolutions Procedure (where applicable)
- Smoke-Free Outdoor Areas Policy (10.8)
- Vehicle Use Policy (3.18)

Related Statutory Legislation

- Road and Traffic Act 1974
- Misuse of Drugs Act 1981
- Medicines and Poisons Act 2014
- Fair Work Act and Regulations 2009
- Liquor Control Act 1998
- Occupational Safety and Health Act 1984
- Workers Compensation and Rehabilitation Act 1981
- Tobacco Products Control Act 2006
- OSH Regulation 3.44A Protection from Tobacco Smoke
- Liquor Licencing Act 1998

Variation to this Policy

This Policy is subject to review and may be cancelled or varied from time to time. All the organisation’s employees will be notified of any variation to this policy by the normal correspondence method.

Appendix

Definitions
## APPENDIX 1 – DEFINITIONS

<table>
<thead>
<tr>
<th>Definitions Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smoking</td>
<td>Cigarettes, Tobacco, Electronic cigarettes (e-cigarettes) and other personal vaporisers for delivery of nicotine or other substances.</td>
</tr>
<tr>
<td>Unfit for Work / Impaired Work Performance</td>
<td>Being impaired for work and therefore unable to perform duties in a safe manner or sudden or gradual deterioration in a person’s ability to function appropriately at work.</td>
</tr>
<tr>
<td>Use</td>
<td>Eating, drinking, inhaling, injecting or dermal absorption of any substance or drug.</td>
</tr>
<tr>
<td>Misuse</td>
<td>Inappropriate use of a substance on the Shire of Esperance premise or property, including overdose of a drug or the failure to take a drug in accordance with medical advice.</td>
</tr>
<tr>
<td>Alcohol</td>
<td>Any beverage containing alcohol.</td>
</tr>
<tr>
<td>Drugs</td>
<td>Amphetamines, Cannabinoids THC, Opiates, Barbiturates, Cocaine, methadone, Benzodiazepines, Alcohol and other narcotics, prescription drugs and non-prescription drugs.</td>
</tr>
<tr>
<td>Substance</td>
<td>Any drug that may have adverse effects causing impaired work performance.</td>
</tr>
<tr>
<td>Fit for Work</td>
<td>Not being under the influence of or affected by the adverse effects of drugs, alcohol or any other substance, or not being fatigued.</td>
</tr>
<tr>
<td>Contractor</td>
<td>A contractor includes any employee or sub-contractor of any company who has been engaged by the Shire to perform services.</td>
</tr>
<tr>
<td>Volunteer</td>
<td>A volunteer is a person who performs a service willingly and without pay.</td>
</tr>
<tr>
<td>Managers</td>
<td>Includes Managers as well as the Executive Management Team.</td>
</tr>
<tr>
<td>Employees</td>
<td>Shall extend to cover Councillors, contractors, volunteers and any person performing work for or with the Shire of Chittering in any capacity.</td>
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