CHIEF EXECUTIVE OFFICER ATTACHMENTS
ORDINARY MEETING OF COUNCIL
WEDNESDAY 17 AUGUST 2022

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Terms of Reference for the

Chief Executive Officer Recruitment Committee

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Terms of Reference for the

Chief Executive Officer Recruitment Committee

1. Name

Shire of Chittering Chief Executive Officer Recruitment Committee

2. Purpose

The purpose of the Chief Executive Officer Recruitment Committee is to conduct the recruitment and selection process for a new Chief Executive Officer in accordance with the principles of merit, equity and transparency and consistent with Council's adopted *Policy 3.26 Standards for Recruitment of CEO's.*

3. Composition

The Chief Executive Officer Recruitment Committee is to comprise of five (5) elected members and one (1) other person (Independent Member) with appointments to be made as per Section 5.10 of the Local Government Act 1995.

The Human Resource Consultant is not a member of the committee.

When interviews are held by the selection panel, all Elected Members are able to attend, provided that if one interview is attended, that every effort is made to attend all interviews for that round.

4. Elected Member Membership

Councillor Aaron King

Councillor Mary Angus

Councillor Carmel Ross

Councillor Kylie Hughes

Councillor John Curtis

5. Independent Member Membership

The Independent Member must have the skills, knowledge and experience in the recruitment of an executive level role that have been utilised within the past ten years. They are to complement the existing committee members and have the ability to constructively contribute to the recruitment process.

The Independent Member recruitment requirements are to be developed by the CEO Recruitment Committee.

The Human Resource Consultant is to conduct the recruitment process for the Independent Member within the requirements of the Local Government Act 1995.

6. Role of Representatives

The five Elected Members are to act as representatives of Council while on the committee.

Terms of Reference for the

Chief Executive Officer Recruitment Committee

The Independent Member is to provide an impartial perspective to the recruitment process.

7. Delegated Authority

The Chief Executive Officer Recruitment Committee has been delegated all powers necessary to enable the Committee to undertake all the administrative aspects of the recruitment process including:

- Appointment of a professional Human Resources Consultant.

8. Declaration of Interest and Confidentiality

Due to the nature of the CEO Recruitment Committee, Committee members, and by extension, all Elected Members, are to treat any information relating to the CEO Recruitment Committee as strictly confidential.

A Declaration of Conflict of Interest and Confidentiality is to be completed as soon as practicably possible by all Committee Members and any Elected Members who attend CEO Recruitment Committee meetings or attend/ observe interviews. Declarations are to be completed prior to interviews commencing.

While Council is dedicated to operating in a transparent manner, there is an expectation that recruitment processes are kept confidential to protect all candidates, both successful and unsuccessful, during and following the process.

9. Meetings

Committee meetings are to be in accordance with the *Shire of Chittering Standing Order Local Law 2014.*

10. Meeting Frequency

As required.

11. Meeting Date and Time

When suitable and as required.

12. Location

Shire of Chittering Council Chambers or via Electronic Attendance in line with the Local Government Act 1995 and associated regulations.

13. Timetable

The timetable for the recruitment process will be determined by the Committee with the advice of the Human Resource Consultant.

Terms of Reference for the

Chief Executive Officer Recruitment Committee

14. Reporting Requirements

Recommendations arising from the Committee's deliberations shall be presented to Council at the earliest available Ordinary Meeting of Council, unless a Special Meeting of Council is held for the purpose of receiving a recommendation from the Committee.

Minutes from the Committee are to be presented to the earliest available Ordinary Meeting of Council.

15. Liaison Officer

Executive Assistant to CEO – The role of the liaison officer is to provide administrative assistance where this cannot be performed by the Human Resource Consultant.

3.26 Standards for Recruitment of CEO's

Policy Owner: Governance
Distribution: All Elected Members and Staff
Person Responsible: All Executive Managers
Date of Approval: 21 April 2021
Amended:

Division 1 — Preliminary provisions

1. Citation

These are the Shire of Chittering's *Standards for CEO Recruitment, Performance and Termination*.

2. Terms used

(1) In these standards —

Act means the *Local Government Act 1995*;

additional performance criteria means performance criteria agreed by the local government and the CEO under clause 16(1)(b);

applicant means a person who submits an application to the local government for the position of CEO;

contract of employment means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;

contractual performance criteria means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;

job description form means the job description form for the position of CEO approved by the local government under clause 5(2);

local government means the [*insert name of local government*];

selection criteria means the selection criteria for the position of CEO determined by the local government under clause 5(1) and set out in the job description form;

selection panel means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.

(2) Other terms used in these standards that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

Division 2 — Standards for recruitment of CEOs

3. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.

4. Application of Division

(1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local government for the employment of a person in the position of CEO.

(2) This Division does not apply —

(a) if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or

(b) in relation to a renewal of the CEO's contract of employment, except in the circumstances referred to in clause 13(2).

5. Determination of selection criteria and approval of job description form

(1) The local government must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.

(2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of CEO which sets out —

(a) the duties and responsibilities of the position; and

(b) the selection criteria for the position determined in accordance with subclause (1).

6. Advertising requirements

(1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the *Local Government (Administration) Regulations 1996* regulation 18A.

(2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the *Local Government (Administration) Regulations 1996* regulation 18A as if the position was vacant.

7. Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

(a) inform the person of the website address referred to in the *Local Government (Administration) Regulations 1996* regulation 18A(2)(da); or

(b) if the person advises the local government that the person is unable to access that website address —

(i) email a copy of the job description form to an email address provided by the person; or

(ii) mail a copy of the job description form to a postal address provided by the person.

8. Establishment of selection panel for employment of CEO

(1) In this clause —

independent person means a person other than any of the following —

(a) a council member;

(b) an employee of the local government;

(c) a human resources consultant engaged by the local government.

(2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.

(3) The selection panel must comprise —

(a) council members (the number of which must be determined by the local government); and

(b) at least 1 independent person.

9. Recommendation by selection panel

(1) Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.

(2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —

(a) a summary of the selection panel's assessment of each applicant; and

(b) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.

(3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —

(a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and

(b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.

(4) The selection panel must act under subclauses (1), (2) and (3) —

(a) in an impartial and transparent manner; and

(b) in accordance with the principles set out in section 5.40 of the Act.

(5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —

(a) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and

(b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and

(c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.

(6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.

10. Application of cl. 5 where new process carried out

(1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.

(2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —

(a) clause 5 does not apply to the new recruitment and selection process; and

(b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

11. Offer of employment in position of CEO

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

(a) the making of the offer of employment to the applicant; and

(b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

12. Variations to proposed terms of contract of employment

(1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the ***negotiated contract***) containing terms different to the proposed terms approved by the local government under clause 11(b).

(2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.

13. Recruitment to be undertaken on expiry of certain CEO contracts

(1) In this clause —

commencement day means the day on which the *Local Government (Administration) Amendment Regulations 2021* regulation 6 comes into operation.

(2) This clause applies if —

(a) upon the expiry of the contract of employment of the person (the ***incumbent CEO***) who holds the position of CEO —

(i) the incumbent CEO will have held the position for a period of 10 or more consecutive years, whether that period commenced before, on or after commencement day; and

(ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process was carried out before, on or after commencement day;

and

(b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.

(3) Before the expiry of the incumbent CEO's contract of employment, the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.

(4) This clause does not prevent the incumbent CEO's contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

14. Confidentiality of information

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

Error! Use the Home tab to apply Name of Act/Reg to the text that you want to appear here.
Section 18FB requires:-

18FB. Certification of compliance with adopted standards for CEO recruitment (Act s. 5.39B(7))

(1) In this regulation —

adopted standards means —

(a) the standards adopted by a local government under section 5.39B; or

(b) if the local government has not adopted standards under that section, the standards taken under section 5.39B(5) to be the local government's adopted standards.

(2) This regulation applies if —

(a) a local government employs a person in the position of CEO of the local government; and

(b) the local government's adopted standards in relation to the recruitment of CEOs apply to the employment.

(3) As soon as practicable after the person is employed in the position of CEO, the local government must, by resolution*, certify that the person was employed in accordance with the local government's adopted standards in relation to the recruitment of CEOs.

* Absolute majority required.

(4) The local government must give a copy of the resolution to the Departmental CEO within 14 days after the resolution is passed by the local government.

DLG Guidelines: CEO Recruitment

Preface

The Local Government Legislation Amendment Act 2019 included a requirement for model standards covering the recruitment and selection, performance review and termination of employment of local government Chief Executive Officers (CEOs). These reforms intend to ensure best practice and greater consistency in these processes between local governments.

The accompanying guidelines outline the recommended practice for local governments in undertaking these processes. These guidelines will assist local governments in meeting the model standards prescribed in the Local Government (Administration) Amendment Regulations 2021.

The standards and guidelines have been developed by the Department of Local Government, Sport and Cultural Industries (DLGSC), in consultation with representatives from the Public Sector Commission, the Ombudsman, the Western Australian Local Government Association (WALGA) and Local Government Professionals WA (LG Pro). The Department gratefully acknowledges the participation and contribution of these representatives.

DLGSC notes that the content of these guidelines does not necessarily reflect the views or policies of the organisations or individuals that have been consulted.

Recruitment and selection

One of the fundamental roles of the council is the employment of the local government's CEO. The CEO is responsible for implementing the council's strategic vision and leading the local government administration.

Principles

A local government must select a CEO in accordance with the principles of merit, equity and transparency. A local government must not exercise nepotism, bias or patronage in exercising its powers. Additionally, a local government must not unlawfully discriminate against applicants. Section 5.40 of the Local Government Act 1995 (the Act) lists several general principles of employment that apply to local governments.

Recruitment and selection standards

The minimum standard for recruitment and selection will be met if:

S1.1 The council has identified and agreed to the qualifications and selection criteria necessary to effectively undertake the role and duties of the CEO within that particular local government context.

S1.2 The council has approved, by absolute majority, the Job Description Form (JDF) which clearly outlines the qualifications, selection criteria and responsibilities of the position. The JDF is made available to all applicants.

S1.3 The local government has established a selection panel to conduct the recruitment and selection process. The panel must include at least one independent person who is not a current elected member, human resources consultant, or staff member of the local government.

S1.4 The local government attracts applicants through a transparent, open and competitive process (this is not necessary for vacancies of less than one year). The local government must advertise a vacancy for the position of CEO in the manner prescribed.

S1.5 The local government has assessed the knowledge, experience, qualifications and skills of all applicants against the selection criteria.

S1.6 The local government has verified the recommended applicant's work history, qualifications, referees and claims made in their job application.

S1.7 The appointment is merit-based, with the successful applicant assessed as clearly demonstrating how their knowledge, skills and experience meet the selection criteria.

S1.8 The appointment is made impartially and free from nepotism, bias or unlawful discrimination.

S1.9 The council has endorsed by absolute majority the final appointment.

S1.10 The council has approved the employment contract by absolute majority.

S1.11 The local government re-advertises the CEO position and undertakes a recruitment and selection process after each instance where a person has occupied the position for ten (10) consecutive years.

Guidelines

Recruitment and selection process

The council of the local government should act collectively throughout the recruitment and selection process. To uphold the integrity of the process, the council must resist any attempt to influence the outcome through canvassing or lobbying.

The local government should carefully consider the role of the CEO. This includes the CEO's legislated powers and functions and their role as the head of the administrative arm of the local government. In determining the selection criteria for the position of CEO, it will be important for a local government to consider the needs of the community and the specific skills and experience that will be required of the CEO in that particular local government. The competencies the council looks for in its CEO should reflect the council's strategic community plan.

Once the essential skills and experience for the position have been established, the local government must set out the selection criteria (essential and desirable) and the responsibilities of the position in a Job Description Form (JDF). If emphasis is placed on certain selection criteria, this should be highlighted in the JDF so that applicants are aware of this. For

example, some level of project management experience will usually be an important criterion, but if the local government is undertaking a major development such as a new recreation centre, added emphasis may need to be given to this criterion.

The JDF must be approved by an absolute majority of the council.

Advertising

The local government should ensure that applicants are clearly informed about the application process, such as the application requirements, the closing date for applications and how applications are to be submitted. It is essential that this process is transparent and that each step in the process is documented. Associated records must be kept in a manner consistent with the State Records Act 2000 (WA).

It is a requirement that a local government gives Statewide public notice if the position of CEO becomes vacant. Statewide public notice must contain:

- details of the remuneration and benefits offered
- details of the place where applications are to be submitted
- the date and time applications close
- the duration of the proposed contract
- a web address where the JDF can be accessed
- contact details for a person who can provide further information
- any other relevant information.

To attract the best possible pool of applicants for the position of CEO, it is recommended that local governments use a diverse range of advertising methods, mediums and platforms (in addition to the advertising requirement under section 5.36(4) of the Act). For example:

- advertising on the local government's website
- posting on online jobs boards (e.g. SEEK)
- sharing the advertisement via professional networks
- undertaking an executive search.

A local government must publicly advertise the CEO position if the same person has remained in the job for 10 consecutive years. This requirement does not prevent the incumbent CEO from being employed for another term, provided they are selected in accordance with the standards for recruitment and selection.

Selection panel and independent person

Local governments are required to establish a selection panel to conduct and facilitate the recruitment and selection process. The selection panel should be made up of elected members (the number of which is determined by the council) and must include at least one independent person. The independent person cannot be a current elected member, human resources consultant, or staff member of the local government. Examples of who the independent person could be include:

- former elected members or staff members of the local government

- former elected members (such as a Mayor or Shire President) or staff members of another local government
- a prominent or highly regarded member of the community
- a person with experience in the recruitment of CEOs and senior executives.

The panel are responsible for assessing applicants and making a recommendation to council regarding the most suitable applicant or applicants. The essence of the role of an independent panel member is to bring an impartial perspective to the process and reduce any perception of bias or nepotism.

It is essential that prior to a person's appointment to a selection panel they are informed of the duties and responsibilities of their role and that of the panel. It is recommended that local governments develop a policy or terms of reference to facilitate this process that incorporate the standards for recruitment at Division 2 of Schedule 2 of the Local Government (Administration) Regulations 1996. A policy should include important information that outlines:

- the primary functions of the panel
- roles and responsibilities of panel members
- composition of the panel
- duration of term
- desirable criteria for appointment to the panel
- a requirement that panel members sign a confidentially agreement and agree to the duties and responsibilities of their role
- any other information the local government deems necessary for the panel to effectively carry out their role.

Independent human resources consultant

A local government should seek independent advice from a human resources consultant where the council lacks the capacity or expertise to facilitate the recruitment and selection process (or any aspect of it). A member of the human resources team within a local government should not be involved in the recruitment of a new CEO.

The consultant should not be associated with the local government or any of its council members. The consultant can be an independent human resource professional, recruitment consultant, or recruitment agency.

An independent human resources consultant can provide advice to the selection panel on how to conduct the recruitment process, or a local government may engage a consultant to support it in undertaking certain aspects of the recruitment process, such as one or more of the following:

- development or review of the JDF
- development of selection criteria
- development of assessment methods in relation to the selection criteria
- drafting of the advertisement
- executive search
- preliminary assessment of the applications
- shortlisting

- drafting questions for interview
- coordinating interviews
- preparing the selection summary assessment and recommendation
- arranging for an integrity check and/or police clearance
- assisting the council in preparing the employment contract.

The consultant is not to be directly involved in determining which applicant should be recommended for the position, their role is not one of decision-maker.

It is recommended that rigorous checks be conducted on any independent consultants before they are engaged to ensure they have the necessary skills and experience to effectively assist the council. Local government recruitment experience may be beneficial but is not a requirement.

The independent human resources consultant must be able to validate their experience in senior executive recruitment and appointments. It is important to note that if the local government uses a consultant or agency to assist in finding applicants, they will require an employment agent licence under the Employment Agents Act 1976 (WA).

A good independent human resources consultant will bring expertise, an objective perspective and additional human resources to what is a complex and time-consuming process. Given the time and effort involved in finding a competent CEO, and the cost of recruiting an unsuitable CEO, there can be a good business case for spending money on a human resources consultant.

If a decision is made to engage an independent human resources consultant, it is imperative that the council maintains a high level of involvement in the process and enters into a formal agreement (contract) with them. To manage the contract efficiently, and ensure an effective outcome, regular contact with the consultant is required during the recruitment process. As with any contractor engagement, the local government must ensure their procurement and tender processes comply with the Act and the procurement policy of the local government.

Council's responsibilities

A human resources consultant cannot undertake the tasks for which the council is solely responsible. An independent consultant cannot and should not be asked to:

- Conduct interviews — as this should be done by the selection panel. However, council may decide to interview applicants recommended by the selection panel. A consultant can provide support with interviews, providing advice on the recruitment and selection process and writing up recommendations. The consultant may also arrange referee reports and checks of applicants.
- Make the decision about who to appoint to the position of CEO: Only the council can make this decision, drawing upon advice from the selection panel.
- Negotiate the terms and conditions of employment: Noting that the consultant should be able to provide advice on remuneration constraints and other terms and conditions.

Creating diversity

In order to ensure all applicants are given an equal opportunity for success, selection methods need to be consistent and objective. In a structured interview, each applicant should have the opportunity to answer the same primary questions with follow-up questions used to illicit further detail or clarification. Behavioural-based interview questions are objective and gauge the applicants' suitability, reducing biases in assessment (see examples below).

Basing a selection decision on the results of several selection methods can help to reduce procedural shortcomings and ensure the best applicant is chosen. Psychometric, ability and aptitude testing are considered valid, reliable and objective. While applicants with extensive experience and reputable education may appear to be more qualified, an objective assessment of each person's ability and personal traits can help to provide a clearer picture of the applicant.

Where possible, it is recommended that local governments ensure diversity on the selection panel. This may be achieved by ensuring gender, ethnicity, age and experiential diversity is represented on the panel. Diversity is also a consideration when selecting an independent person for the selection panel, particularly where there is a lack of diversity on the council. A diverse selection panel will assist in making quality decisions regarding suitable applicants.

Individuals are often unaware of biases they may have. For this reason, it is helpful for the selection panel to undertake training about unconscious biases. Awareness of unconscious biases assists individuals in preventing those biases from interfering in their decision making. For example, if there are considerable discrepancies in the assessment scores between two panel members, discussion will be required to ensure bias has not influenced these scores. Allowing team members to acknowledge and recognise prejudices is essential to managing those biases. The following biases should be addressed:

- "Similar-to-me" effect — if interviewers share the same characteristics with the applicants or view those characteristics positively, they are more likely to score them highly
- "Halo" effect — interviewers may let one quality (such as race, gender, looks, accent, experience, etc.) positively or negatively affect the assessment of the applicant's other characteristics.

Due diligence

It is essential that the local government ensures that the necessary due diligence is undertaken to verify an applicant's qualifications, experience and demonstrated performance. This includes:

- verifying an applicant's qualifications such as university degrees and training certificates
- verifying the applicant's claims (in relation to the applicant's character, details of work experience, skills and performance) by contacting the applicant's referees. Referee reports should be in writing in the form of a written report, or recorded and verified by the referee
- requesting that an applicant obtains a national police clearance as part of the application process
- ensuring no conflicts of interests arise by looking to outside interests such as board membership and secondary employment.

A council may wish to contact a person who is not listed as an applicant's referee, such as a previous employer. This may be useful in obtaining further information regarding an applicant's character and work experience, and verifying related claims. The applicant should be advised of this and be able to provide written comments to the council.

A search of social media and whether an applicant has an online presence may also assist in identifying potential issues. For example, an applicant may have expressed views which conflict with the local government's values. This should be made clear in the application information. To ensure the integrity of the recruitment process, a council must act collectively when performing due diligence.

Selection

Once the application period closes, the selection panel, or consultant on behalf of the selection panel, must assess applications and identify a shortlist of applicants to be interviewed.

In shortlisting applicants for the interview phase, the selection panel should consider the transferable skills of applicants and how these would be of value in the role of CEO. The selection panel should not overlook applicants who do not have experience working in the local government sector.

It is important that the assessment process is consistent for all applicants. For example, each applicant is asked the same interview questions which are related to the selection criteria, and each are provided with the same information and undertake the same assessments.

Elected members should declare any previous association with an applicant or any potential conflict of interest at the time of shortlisting if they are part of the selection panel. Similarly, if the interviews involve the full council, the elected member should make an appropriate declaration before the interviews commence. If the potential conflict of interest is significant or a member's relationship with an applicant may result in claims of nepotism, patronage or bias, the council may need to consider whether to exclude the elected member from the process. The decision should be documented and recorded for future reference.

Selecting an applicant should be based on merit; that is, choosing an applicant that is best suited to the requirements of the position and the needs of the local government. This involves the consideration and assessment of applicants' skills, knowledge, qualifications and experience against the selection criteria required for the role. As part of the selection process, a council may consider it appropriate for each of the preferred candidates to do a presentation to council.

The appointment decision by the council should be based on the assessment of all measures used, including:

- assessment technique(s) used (e.g. interview performance)
- quality of application
- referee reports
- verification and sighting of formal qualifications and other claims provided by the applicant
- other vetting assessments used (e.g. police checks, integrity checks, etc.).

Employment contract

In preparing the CEO's employment contract, the council must ensure the contract includes the necessary provisions required under section 5.39 of the Act and associated regulations.

Section 5.39 of the Act provides that a CEO's employment contract must not be for a term exceeding five years. The term of a contract for an acting or temporary position cannot exceed one year.

Further, the employment contract is of no effect unless it contains:

- the expiry date of the contract
- the performance review criteria
- as prescribed under regulation 18B of the Administration Regulations, the maximum amount of money (or a method of calculating such an amount) to which the CEO is to be entitled if the contract is terminated before the expiry date. The amount is not to exceed whichever is the lesser of:
    - the value of one year's remuneration under the contract; or
    - the value of the remuneration that the CEO would have been entitled to, had the contract not been terminated.

It is recommended that the council seeks independent legal advice to ensure that the contract is lawful and able to be enforced. Advice should be sought if there is any doubt as to the meaning of the provisions of the contract.

Councils should be aware that CEO remuneration is determined by the Salaries and Allowances Tribunal and the remuneration package may not fall outside the band applicable to that particular local government.

The CEO's employment contract should clearly outline grounds for termination and the termination process in accordance with the standards in regulations.

The council of the local government must approve, by absolute majority, the employment contract and the person they appoint as CEO.

Appointment

A decision to make an offer of employment to a preferred applicant must be made by an absolute majority of council. If the preferred applicant accepts the offer and the proposed terms of the contract without negotiation, there is no further requirement for council to endorse the applicant and the contract. However, if there is a process of negotiation to finalise the terms and conditions of the contract, council is required to endorse the appointment and approve the CEO's employment contract by absolute majority. In both instances, the employment contract must be signed by all parties.

The council should notify both the successful individual and the remaining unsuccessful applicants as soon as possible before publicly announcing the CEO appointment.

The successful applicant should not commence duties with the local government as CEO until the employment contract has been signed.

The unsuccessful applicants (including those not interviewed) should be notified of the outcome of their application. It is recommended that the local government creates a template letter for unsuccessful applicants that can be easily personalised with the applicants' details and sent out quickly.

The council should keep a record of their assessment of the unsuccessful applicant(s) and provide the unsuccessful applicant(s) with the opportunity to receive feedback on their application, or interview performance if they were granted an interview. Should an unsuccessful applicant request feedback, it is recommended that a member of the selection panel provides this. If a recruitment consultant is used, they may undertake this task.

Confidentiality

The local government should ensure that all information produced or obtained during the recruitment and selection process is kept confidential. This includes applicants' personal details, assessment details, the selection report and outcome of the process. This ensures privacy requirements are met and maintains the integrity of the process. It is recommended that selection panel members and councillors sign a confidentiality agreement to ensure that they are aware of their obligations.

CEO induction

Local governments should ensure that they provide the CEO with all the necessary information on the local government's processes, policies, procedures and systems at the commencement of the CEO's employment.

New CEOs are eligible to participate in the Local Government CEO Support Program which is a joint initiative of the DLGSC and LG Pro to provide mentoring and general support to those appointed to the position of CEO in a local government for the first time. The program runs for six to nine months from the time a CEO is appointed and involves the CEO being matched with a mentor that best meets their needs.

The program provides the CEO with an opportunity (through meetings and on-going correspondence) to discuss a wide range of issues with their appointed mentor in the strictest confidence. The program is aimed at addressing the individual needs of the CEO. Examples of issues that may be covered include the following:

- role of the CEO
- governance
- strategic and long-term planning
- legislative framework
- relationships and dealing with council members
- risk management
- resource management
- managing the business of Council
- family considerations.

Procurement Plan

RFT 28/04/2022:

Construction of Muchea Recreation Centre at Muchea WA

Phase 1 – Prepare

PROJECT OWNER	
Name:	Nathan Gough
Position:	Project Manager

PROJECT OVERVIEW	
Project Titles:	Muchea Recreation Centre
Brief Description:	This procurement project aims to appoint a contractor to build new ClubroomChangerooms and Multipurpose courts at 48 Archibald Street Muchea in accordance with architectural drawings and specification (the Tender Documents) as provided by the Shire.
Estimated Budget/year:	**Stage 1 only; $1,493.262** **Stage 2 only; $2,622.567** **Stage 3 only; $489.319** **Stage 4 only; $173,693** **Escalations: $86,725** **Stages 1 and 2 combined; $4,115,829** **Stages 1, 2, and 3 combined; $4,605,148** **Stages 1, 2, 3 and 4 combined $4,778,841** **Escalations: $86,725** **Optional costs:** **Fire Fighting and Hardstand: $25,986** **New Playground $58,500**
Project Funding Source:	Shire of Chittering Balance of funds required. Muchea Hall User Groups $68,630 Federal Government. Stronger Communities $32,000 State Government CSRFF Grant $300,000 W.A. State Government Grant $150,000 AFL Grant $100,000 WACA Grant $30,000
Project Duration (indicative):	18 -24 Months

KEY STAKEHOLDERS			
Stakeholder	**Role**	**Voting/Non Voting**	**Email**
Nathan Gough	Chair	Yes	nathan.gough@chittering.wa.gov.au
Matthew Gilfellon	CEO	Yes	matthew.gilfellon@chittering.wa.gov.au
Stephen Hart	Architect	Yes	shart@sitearchitecture.com.au
Colin Lange	Procurement Consultant	No	clange@langeconsulting.com.au

IDENTIFIED CONFLICTS OF INTEREST		
NAME	**ANY CONFLICTS IDENTIFIED (Yes / No)**	**ACTION**
Nathan Gough	No Conflicts known at the time of preparing this Procurement Plan.	Nil
Matthew Gilfellon	No Conflicts known at the time of preparing this Procurement Plan.	Nil
Stephen Hart	No Conflicts known at the time of preparing this Procurement Plan.	Nil
Colin Lange	No Conflicts known at the time of preparing this Procurement Plan.	Nil

Upon receipt of Tender submissions a further clarification of any known Conflicts of Interest shall be determined before beginning the evaluation process.

SUPPLY MARKET ANALYSIS
Availability is generally considered satisfactory, with local / nearby suppliers and metropolitan-based suppliers. Contact with the market indicates sufficient interest to be relatively confident of receiving competitive bids.

2 - Define

REQUIREMENTS IN BRIEF
The Shire is seeking the services of a suitably qualified builder to undertake the construction of a Clubroom, Changerooms Multi-purpose courts and associated services within the Shire of Chittering local government area at 48 Archibald Street Muchea. The proposed works contract for the required construction is may be separable at the discretion of the Principal. This RFT seeks a fixed price lump sum inclusive of [GST.

The buildings must comply with the Building Code of Australia and all applicable Australian Standards.
Principal Responsibilities in Brief
The Principal is responsible for Project/Contract Management.
Contractor Responsibilities in Brief
The Contractor is generally responsible for:

Supervision and coordination	Quality control, logistics and scheduling
Provision of Materials	Provision of competent personnel
Construction	Provision of safe work practices
Provision of progress reports	Safety management

PROCUREMENT METHODOLOGY
1. Open Request for Tender via 360 eTendering platform as project value exceeds the regulatory Tender threshold.

FUNDING REQUIREMENTS	
DESCRIPTION	**POTENTIAL ACTION**
This Contract has guaranteed funding at the time of releasing Tender (but refer to potential risks below)	

POTENTIAL ISSUES / RISKS	
DESCRIPTION	**POTENTIAL ACTION**
Evaluation criteria ineffective in differentiating between Tenderers and competently identifying best value for money.	Use a selection process where (1) proven qualitative evaluation criteria are applied and (2) weights assigned to qualitative criteria intentionally to assist in differentiating Tender and (3) a Marginal cost/Marginal utility (graph) is used to assist in identifying best value for money.
Potential conflicts of Interest with elected Member involvement or staff relationships	Identify any conflicts whether actual, potential or perceived. Additional action may be required where the conflict reside with participating members of the evaluation team. Constant scrutiny of any conflicts must be considered at each stage of the evaluation process.
Confidentiality	The key stakeholders, and evaluation team must be aware of the need to maintain confidentiality of information created or received because of their participation in this procurement activity to ensure the integrity of the process is maintained.
No Tenders are received.	The Shire of Chittering may consider: ● revising the scope of requirements and recommence a new procurement activity, or ● not proceeding further with the project.

No Tenderers display the required ability to undertake this project	The Shire of Chittering may consider: ● revising the scope of requirements and recommence a new procurement activity, or ● not proceeding further with the project.
Tenders received are over budget	The Shire of Chittering may consider: ● revising the scope of requirements, if scope reduction is relatively minor in nature (within 10%) and negotiate a revised price with tenderers; ● revising the scope of requirements to a dramatically revised scale and recommence a new procurement activity, or ● not proceeding further with the project.
Financial	The financial ability of the Tenderer is of utmost concern to ensure the Shire is not unnecessarily financially exposed. An independent financial due diligence is recommended.
Inclement Weather	Works may be delayed due to inclement weather. Weather provisional clauses will be allowed under the contract.
Availability of Trades	Works may be delayed due to the lack of available Trades Persons. Attention to be paid to Tenderers' response to the Resourcing qualitative criterion.
Availability of Materials	Works may be delayed due to the lack of available Materials. Attention to be paid to Tenderers' response to the Methodology qualitative criterion.

ADVERTISEMENT TYPE AND METHODS	
Method	**Advertisement Type**
The West Australian	Lineage (Consultant's Responsibility to draft, invoice to SoC)
Northern Valleys News	Lineage (Consultant's Responsibility to draft, invoice to SoC)
Online Tendering Platform	Electronic Notice (Consultant's Responsibility)
Shire Website	(SoC Responsibility – Marketing and Communications)
Shire Facebook	(SoC Responsibility – Marketing and Communications)
Noticeboards in the Shire's libraries and administration centre	(SoC Responsibility – Marketing and Communications)
POLICY MATTERS AFFECTING THE PROCUREMENT	
SoC Purchasing Policy, Regional Price Preference Policy.	

CONDITIONS OF CONTRACT
Works **Contract AS2124 - 1992**

SITE BRIEFING	
An optional site briefing will be included in the RFT.	Will be advised via the RFT.

3. Evaluation

EVALUATION PANEL DETAILS (min 3 voting)		
Name	Non voting / Voting	Email
Nathan Gough	Voting	nathan.gough@chittering.wa.gov.au
Matthew Gilfellon	Voting	matthew.gilfellon@chittering.wa.gov.au
Stephen Hart	Voting	shart@sitearchitecture.com.au
Colin Lange	Non-Voting	clange@langeconsulting.com.au

Upon receipt of Tender submissions a further clarification of any known Conflicts of Interest shall be determined prior to commencing the evaluation process. Where a conflict matter leads to exclusion of a nominated panel member, Shire can nominate other rep, or use the Consultants non-voting member.

PROPOSED ASSESSMENT PROCESS		
The identified stages of a value for money evaluation will consist of the following stages: 1 Compliance Assessment. 2 Qualitative Assessment. 3 Risk assessment 4 Price Assessment comparison		
CRITERIA		
Key Compliance Criterion Considerations (Stage 1)		
Compliance Criteria as per the RFT template and a Risk Assessment comprising: • Historical Performance Risk • OSH Risk		
NOTE: Local Content (Employees or business address) included as an evaluation element.		
Key Qualitative Criterion Considerations		
Criteria	**Summary**	**Weighting**
Relevant Experience	Respondents should, as a minimum, address the following: • Provide specific details of similar project works that the organisation has undertaken in the last 5 years. Details to include: • Client; • Length of the Contract; • Approximate value of Contract; • Scope of Contract; and • Client contact details (email address and phone number) Note: Supply details in an attachment labelled "**Relevant Experience**".	50%
Resources and Capacity	Respondents should, as a minimum, address the following: • Provide a copy of the organisation structure chart and provide background information on the organisation; • Details of the proposed personnel including the last 5 years' experience in managing	20%

	projects of a similar nature and their length of employment with the Tenderer • Plant and equipment inventory; • Information of additional personnel • Any contingency measures or back up of resources including personnel and machinery; and • Current Capacity: Provide a list of current contract commitments including commencement and programmed completion dates. • (1) Describe proposed engagement of resources from the Shire of Chittering LGA to support the project (2) List local suppliers (names and goods and services to be sourced locally) (3) Number of employees living in the Shire of Chittering LGA (4) Estimated value (in dollars and as a % of the total price) of locally-based resources intended to be applied to the project. Note: Supply details in an attachment labelled "**Resources**".	
Methodology	Respondents should describe their proposed methodology. Respondents should, as a minimum, address the following information: • Provide a detailed description of the proposed methodology that the organisation proposes to employ to undertake the works; • Provide details of the organisation's quality assurance policy or quality assurance systems. • A draft works schedule or Gantt chart to demonstrate how the Principal's timeframe will be met. . • The proposed methodology must include a diagram of the site activities and location of the proposed builder's compound. • Provide a list of the most significant risks in undertaking the works and how you will address those risks. Note: Supply details in an attachment labelled "**Methodology**"	30%
Price Assessment Methodology		

The non-weighted Value for Money Assessment is to be used. This will consider the Tenderer's ability, pricing and any other factors that may affect their selection. (e.g. risk factors, financial assessment).

The Shire of Chittering's Regional Price Preference policy applicable to construction will be used at this point where applicable. 10 % up to $50,000.

Tenderers will be required to submit the pricing schedules provided.

Evaluation Scale

The following rating scale will be used

Criterion	Score	Description
Relevant Experience	0	Inadequate Offer, has failed to address the criterion
	1	Respondent has limited experience in relation to contract requirements
	2	Respondent has limited experience in relation to contract requirements
	3	Some deficiencies, Respondent can demonstrate some experience relevant to the contract
	4	Minor deficiencies, Respondent can demonstrate experience relevant to the contract, however lacks some key information and capacity demonstration
	5	No deficiencies, all requirements satisfied, Respondent very experienced in relation to the contract requirements
Resources and Capacity	0	Inadequate Offer, has failed to address the criterion
	1	Poor offer, struggles to address the requirements of the criterion and demonstrate adequate resourcing
	2	Respondent has limited resourcing in respect to organisation size, or demonstrated experience of staff
	3	Some deficiencies, can demonstrate some level of resourcing and capacity. Doubts over organisation size or staff experience
	4	Minor deficiencies, can demonstrate that they are of a sufficient size and have adequately experienced and qualified staff
	5	No deficiencies, all requirements satisfied, Respondent adequately resourced and has current capacity
Methodology	0	Inadequate Offer, has failed to address the criterion
	1	Poor offer, struggles to address the requirements of the criterion and demonstrate methodology
	2	Respondent provided a brief methodology, but lacks detail to assess suitability to the Contract
	3	Some deficiencies, gaps in proposed methodology and how it applies to the contract requirements

	4	Minor deficiencies, Respondent provided methodology relevant to the contract
	5	No deficiencies, all requirements satisfied, Detailed methodology suitable to satisfy contract requirements

4. Timeframes

PROCUREMENT TIMEFRAMES for RFT's	
Activity	**Indicative Timeframe**
Agenda Item presented to Shire of Chittering Councillors	6/05/2022
Procurement Plan Development and Sign off	10/05/2022 Stephen Hart / Col Lange
Develop Request for Tender	10/05/2022 Stephen Hart / Col Lange
Procurement Plan presented to Shire of Chittering Councillors	11/05/2022
RFT Documents presented to Shire of Chittering Councillors	11/05/2022
Council Meeting and Shire Approval (Date of May Council Meeting)	18/05/2022
Public advertising of tender (Saturday Newspaper)	21/05/2022
Tender open period (5 Weeks)	25/06/2022
Completion of Tender evaluation and report for council (2 Weeks)	9/07/2022
Tender Evaluation Report presented to Shire of Chittering Councillors	13/07/2022
Council Approval (Date of July Council Meeting)	20/07/2022
Contract execution and contract security (2 weeks)	3/08/2022
Commence Construction	17/08/2022
Completion of Construction (18 Months ?)	30/02/2024
Defect Liability Date	

Please note these timelines are indicative only and may compress or expand due to factors unknown at the point of preparing this plan. Timeline to be reviewed as changes occur.

5. Endorsement

KEY STAKEHOLDER ENDORSEMENT		
Name	**Position**	**Digital Signature**
Matthew Gilfellon	CEO	
AUTHORISATION TO OPEN TENDER		

The following approval grants Lange Consulting permission to prepare the resultant Request for Tender which shall contain all strategy and information as contained or referenced within this Procurement Plan and release to the public market. The CEO authorises Lange Consulting to open Tenders.

SIGNED BY APPROVING AUTHORITY		
Name	**Organisation**	**Digital Signature**
Matthew Gilfellon	Shire of Chittering	

core business AUSTRALIA

Shire of Chittering

Building Asset Condition Report

Muchea Town Hall

Version No.1

DOCUMENT CONTROL

DOCUMENT CONTROL		
Core Business Australia	**Document:**	Building Inspections and Condition Report – Muchea Town Hall
Perth Office Unit 1 / 415 Roberts Road Subiaco WA 6008 **Busselton Office** Unit 6 / 71 Kent Street Busselton WA 6280	**Project Manager:** **Author:** **Date:**	Bruce Lorimer Bruce Lorimer 14 June 2022
Postal Address PO Box 797 Busselton WA 6280 P: 1800 001 776 E: admin@corebusiness.net.au	**Synopsis:**	This report sets out the findings of a building asset condition report following inspections of the Muchea Town Hall.

DISTRIBUTION SCHEDULE

Version No.	Date	Distribution	File Name
Version 1	5 August 2022	Issued to Shire of Chittering for customer review and comment	1106 Chittering Muchea Town Hall Building Condition Assessment Report (Ver 1).docx
Version 2			
Version 3			
Version 4			

Cover: Muchea Town Hall

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1.0 Introduction

The Shire of Chittering (Shire) engaged the services of Core Business Australia (CORE) to undertake a building asset condition assessment in response to Council Resolution 140522.

This report covers the building condition assessment of the Muchea Town Hall. This report has been prepared generally in line with the provisions of AS4349.0-2007 – Inspection of Buildings Part 0: General Requirements.

This report is a visual inspection only of the building. The services and utilities were not tested during the inspection. The main report is not a pest inspection however an independent pest inspection report in alignment with AS4349.3 was also commissioned as part of the study and is provided under separate cover.

No fixed trims or fixtures were removed and only areas where access was readily available could be inspected. Comments have been made where access or visibility was not possible.

The purpose of this report is to assist the Shire to form an opinion as to the condition of the building at the time of the inspection and particularly if the need of repairs or maintenance is required along with any evidence of major defects that require attention.

Included in this report are the CORE's comments based on what was visible at the time. It is not intended to indicate minor defects or normal wear and tear or insignificant items.

2.0 Purpose of the Inspection

The Shire of Chittering has two public buildings, the Muchea Town Hall and the Lower Chittering Town Hall that are coming to the end of their practical life and in need of upgrade, modification or replacement due to functionality issue.

The Shire has consulted with the community, developed designs, budgets, and plans to replace these buildings and are ready to progress. Due to the current considerable costs in the building industry, and to assist with the decision-making process before committing to these buildings, Council Resolution 140522 has asked for a Building and infrastructure report to be carried out outlining any compliance issues, predicted costs to achieve compliance and predicted future costs including maintenance for the Buildings.

3.0 Scope of Inspection

This report details the findings of a building asset condition inspection in addition to the following:

1. Inspection of the building by Core Business Australia's Managing Director, Bruce Lorimer in alignment with AS4349.0-2007 – Inspection of Buildings Part 0.
2. Listing of identified maintenance items and prioritisation for repair.
3. Pest Inspection (under separate cover report) by Benjamin Redmond of Redmond Pest Management Services in accordance with AS4349.3-2010 Inspection of Buildings Part 3 Timber pest inspections.
4. Estimate the ongoing Renewal and Maintenance Demand on the Building.

3.1 Inspection Location

Figure 1: Location of the inspected building

4.0 Identification of Parties

4.1 Inspector

The asset condition inspection was undertaken by Core Business Australia's Managing Director, Bruce Lorimer. Core Business Australia has undertaken numerous building asset condition assessments on thousands of local government building across the country including for;

- City of Albany
- Shire of Kalamunda
- Town of Bassendean
- Shire of Lake Grace
- City of Bunbury
- Shire of Laverton
- Shire of Broome
- Shire of Leonora
- Town of Cambridge
- Shire of Manjimup
- City of Belmont
- City of Gosnells
- Shire of Esperance
- Shire of Moora
- Shire of Augusta Margaret River
- Town of Mosman Park
- Shire of Peppermint Grove
- City of Subiaco
- Town of Victoria Park
- Town of Vincent
- Shire of Wiluna
- Shire of Augusta – Margaret River
- Mosman Town Council (NSW)

Bruce Lorimer
Managing Director, Core Business Australia

Bruce is qualified in Engineering Surveying and Geographic and Land Information Systems and has over 29 years' experience working in Local Governments in Western Australia and is currently Managing Director of Core Business Australia.

Bruce has held various senior management / engineering roles including Director of Business Units (Shire Engineer) for the Shire of Bridgetown-Greenbushes, Director Community Infrastructure for the Shire of Busselton and more recently, Chief Executive Officer for the Bunbury-Harvey Regional Council. His career has focussed heavily on project, operational, organisational and strategic management of public infrastructure.

Bruce was the Project Superintendent on behalf of the Shire of Busselton on the construction of the Busselton Underwater Observatory. Bruce has also provided Contract Management Training on behalf of EEI (the education and training arm of Engineers Australia).

Bruce has acted in the role of expert witness on behalf of clients in the State Administrative Tribunal (SAT).

Bruce's consulting career has involved rolling out the Western Australian Asset Management Improvement (WAAMI) Program on behalf of the Western Australian Local Government Association (WALGA). The WAAMI Program assists local governments with asset management including writing asset management plans, policy and strategy, undertaking asset condition reviews, undertaking organisational reviews, undertaking service reviews including delivery of waste management services, undertaking community consultation and strategic plan preparation.

Bruce is a qualified Internal Quality Auditor.

Bruce is a Fellow of the Institute of Public Works Engineering Australasia (IPWEA) and has served on the State Executive on two occasions including 2010 – 2015. Bruce is a former Chair of IPWEA's WA Asset Management Committee and former WA proxy representative on IPWEA's National Asset Management Strategy Committee (NAMS.AU). Bruce is also currently a member of the IPWEA's South West Executive and Corporate Member of Local Government Professionals WA (Formally LGMA).

Bruce is currently training to obtain his Private Pilot's License and has completed his first Solo Flight.

The Pest Inspection was undertaken by Benjamin Redmond of Redmond Pest Management Services

4.2 Customer

The Shire of Chittering, PO Box 70, Bindoon WA 6502

5.0 Property Details

5.1 Property Address

The Muchea Town Hall is located at 48 Archibald Street, Muchea on Reserve 11260 which comprises Lot 498 on Deposited Plan 35612.

Reserve 11260 is vested with the Shire of Chittering under a management order for the purpose of Agricultural Hall & Recreation and with the power to lease for a term not exceeding 21 years, subject to the consent of the Minister for Lands.

5.2 Identification of the Building

Figure 2: Muchea Community Town Hall

Figure 3: Plans of the building supplied by the Shire of Chittering

Note that the above plan is the evacuation plan and is not reflective of the shape of the building and hence confusing. It is recommended that the plan be updated to reflect the actual shape of the building.

Recommendation 1. ***Update the evacuation plan to reflect the actual shape of the building***

6.0 Inspection Details

6.1 Date of Inspection

The building was inspected on June 14th 2022.

6.2 Weather

On the day of the inspection the weather was partly cloudy with a maximum temperature of approx. 20°c.

6.3 Classification

Under the National Construction code (NNC) of the Building Code of Australia (BCA) the building would be classified as Class 9b. Class 9b buildings are assembly buildings in which people may gather for social, theatrical, political, religious or civil purposes. They include schools, universities, childcare centres, pre-schools, sporting facilities, night clubs, or public transport buildings.

6.4 Certificate of Occupancy

A Certificate of Occupancy is not available.

6.5 Heritage Listing

No record of the building on the State Register of Heritage Places.

The building is listed on the Municipal Heritage Inventory as follows;

Muchea Hall

AUTHOR **Shire of Chittering** PLACE NUMBER **11578**

LOCATION
Cnr Archibald & Carl Sts Muchea

LOCATION DETAILS

LOCAL GOVERNMENT Chittering REGION Avon Arc

CONSTRUCTION DATE
Constructed from 1961

DEMOLITION YEAR N/A

Statutory Heritage Listings

TYPE	STATUS	DATE	DOCUMENTS	MORE INFORMATION
(no listings)				

Heritage Council Decisions and Deliberations

TYPE	STATUS	DATE	DOCUMENTS
(no listings)			

Other Heritage Listings and Surveys

TYPE	STATUS	DATE	GRADING/MANAGEMENT CATEGORY	GRADING/MANAGEMENT DESCRIPTION	MORE INFORMATION
Municipal Inventory	Adopted	19 Aug 1999	Category 4	more	
Anglican Church Inventory	YES	31 Jul 1996			Heritage Council

Statement of Significance more
The site and hall are significant as the social centre of Muchea since 1922, and has many associations with generations of Muchea people.

Physical Description more
Original hall timber framed and weatherboard (40 ft x 22 ft) Existing hall; steel framed and brick clad structure with a corrugated iron roof,

History more
At a public meeting held in the school shed on 16 July 1921, it was decided to build a hall in Muchea. The Progress Association requested assistance from the Gingin Road Board, and fundraising began. Many events were held and items donated for auction and raffles. Locals cut

Integrity/Authenticity more
Integrity: Intact
Authenticity: Medium Degree

Condition more
Good

References

REF ID NO	REF NAME	REF SOURCE	REF DATE
	"Unpublished Research".	Muchea Historical Society	
	Udell; "A History of Gingin 1830 to 1960".	Gingin Shire Council	1979

show categories

Creation Date 27 Mar 1998 **Last Update** 01 Jan 2017 **Publish place record online (inHerit):** Approved

Disclaimer

7.0 Inspection Exclusions

The assessment of appliances and services did not form part of this building inspection. Smoke or thermal temperature alarms installed in the building were not tested.

Likewise, services were not tested, but appeared in satisfactory condition on visual inspection.

Recommendation 2. ***That all services and appliances be assessed by a specialist in the field for efficiency, adequacy and compliance of the respective services and systems.***

7.1 Structural Condition

No structural assessment was undertaken as part of this report, only asset condition was assessed. Nonetheless, there does not appear to be any structural deficiencies in the building. If the Shire propose to undertake any modification to the building, it is

recommended that at that stage a Structural Engineer is engaged as part of the design team.

Recommendation 3. ***If the building is to be modified, engage the services of a structural engineer to provide advice in relation to the proposed modifications if the structure is to be modified.***

8.0 Building Condition Assessment

There is often confusion around what the term "condition" means. CORE's definition of condition is "where the asset component sits within its lifecycle". This is measured using some form of condition index. The index CORE uses is the Molony Condition index detailed in Table 1.

Using the Moloney Index, when an asset such as a building is constructed, it starts off new (Condition 0) and over its life it deteriorates until it eventually falls apart and becomes no longer usable for its intended purpose (Condition 10). At some point in this lifecycle, if the asset owner wants the asset to continue to remain safe and usable, the asset owner needs to intervene to replace that asset component.

For example, if the roof is to remain watertight, the roof would need to be replaced. Using the Moloney Index, this would normally be at around Condition 7 or 8 depending on the level of important that the asset owner places on the building.

An important building such as a library or recreation centre, the asset owner may want to intervene at Condition 7 (or even 6.5), while for a building of lesser importance, say a garden shed at the depot, the intervention may be at Condition 8 (or even 8.5).

Across networks of buildings, it can mean millions of dollars difference in asset renewal demand by changing the intervention level by half a point for a particular class.

Condition Rating	Description
0	New asset or component recently rehabilitated to new condition.
1	As New Condition, no visible signs of wear and tear or defects. Often rated as Condition 1 rather than Condition 0 based upon the time since construction rather than observed condition decline.
2	In excellent condition with only very slight condition decline (obvious no longer new).
3	In excellent condition with only very slight condition decline (obvious no longer new).
4	In good condition with some obvious signs of wear and tear but no evidence of deterioration.
5	In fair condition, minor evidence of deterioration of the element which could potentially shorten life.
6	In fair to poor condition with significant evidence of deterioration of the element which could lead to failure.
7	In poor condition with evidence of minor isolated failure which will reduce future life, maintenance costs high.
8	In very poor condition with evidence of multiple failures and the inability to continue to satisfactorily provide the original intended purpose.
9	In extremely poor condition with significant evidence of failure of the element and failure to provide design purpose.
10	Total failure, extreme risk in leaving asset in service.

Table 1: Moloney Condition Index

For this exercise, the major asset components being;

- Structure;
- Roof Structure;
- Roof Cladding;
- Walls External;
- Walls Internal;
- Walls External;
- Floor;
- Ceiling;
- Mechanical Services;
- Fit out;

Were allocated a Condition Assessment based on the Moloney Index.

8.1 General Comments

The building appeared to be in very good overall condition. The build comprises a central hall which according to the Municipal Inventory, was built around 1922. Since then, several additions (see Figure 5) have been added to create a club room, kitchen, ablutions, change room and storage room. From the outside, the original hall is not apparent however can be seen on the inside in the hall area itself.

The main issues with the building relate to functionality issues rather than condition. The building appears to be well loved by the community but is no doubt, not fit for purpose these days and falls well short of what one would expect of a contemporary, multi-functional sports pavilion these days.

One of the main issues, which does not appear to be creating a problem, is the timber floor in the main hall. All of the surrounding additions to the building have completely enclosed the floor and so there is no underfloor cross flow ventilation. This has the potential to lead to the build up of mould under the floor and may eventually contribute to timber rot. It could also be an ideal habitat for whit ants if they gain access through the perimeter of the building.

The inspection opening to the floor has been nailed shut and was not accessible at the time of the inspection, so no sub floor inspection was carried out. However, walking on the floor, the floor seems solid and in good condition. An easily accessible, secure sub floor inspection opening should be installed to ensure that regular sub floor inspections can be carried out and pest control treatment can be applied.

Recommendation 4. ***Install an easily accessible but secure sub floor inspection opening in the main hall.***

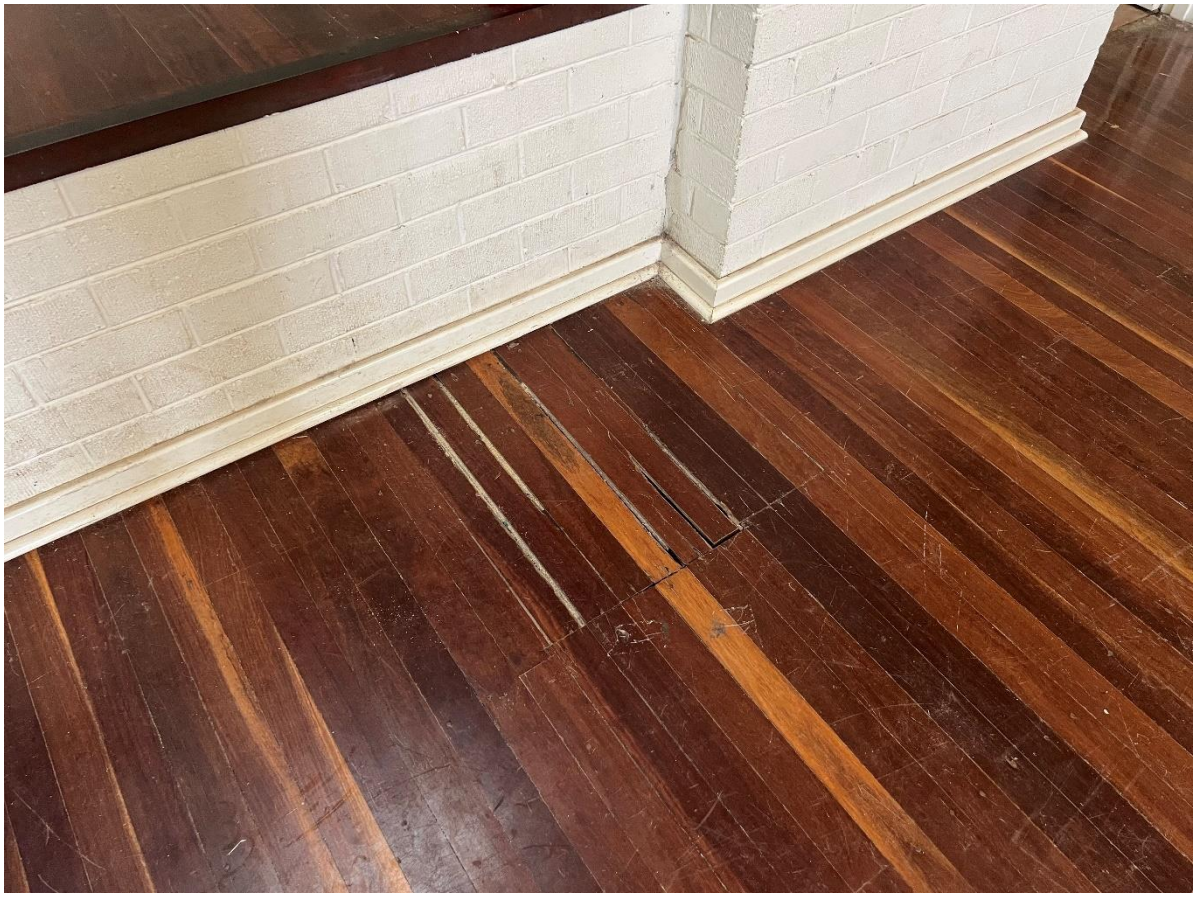


Figure 4: Sub Floor Inspection Opening which has been nailed shut

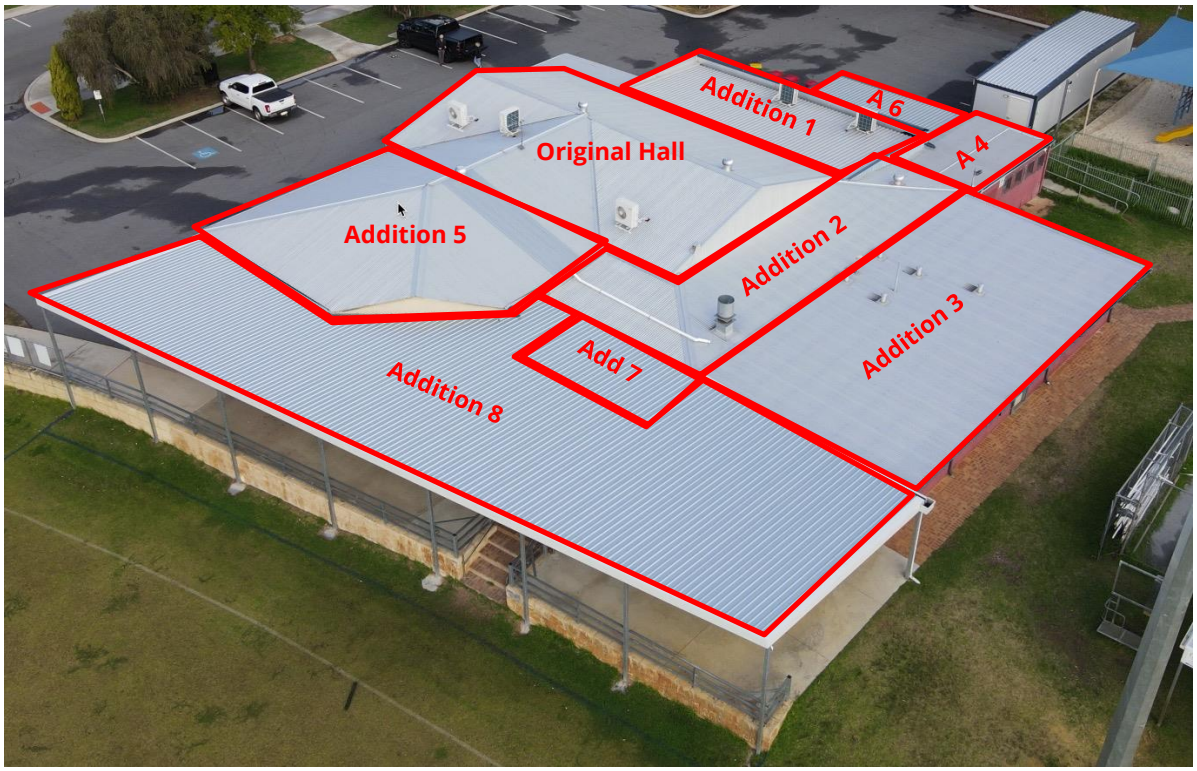


Figure 5: Aerial view of the hall showing the numerous additions in no particular order and one or more may have been added at the same time

8.2 Structure

The structure is a brick and timber framed building. The main hall has a truss framed pitched roof with additions build off three sides which are a combination of brick walls with timber roof frame or timber frame walls with metal cladding.

The entire roof is clad with Zincalume sheeting of various profiles.

The condition of the structure is rated at Condition 1.

8.3 Roof Structure

The roof structure is pitched steel clad roof supported by a series of open web steel and timber beams.

The condition of the roof structure is rated at Condition 1.

Figure 4: Timber Roof Structure

Figure 5: Steel Beam supporting Jarrah Beam roof structure on Addition 3

Figure 6: Open Web steel roof structure in main hall

8.4 Roof Cladding

The roof sheeting is Custom orb profile Zincalume style steel roof sheeting. The roof appears to be in very good condition and appear to be relatively new. The facility appears to have been looked after well as the gutters appear to be very clean.

The condition of the roof cladding is rated at Condition 0.

Figure 6: View of the Main Roof

Figure 7: Zincalume Custom Orb Profile Roof showing a Straight Roof Frame with no obvious deflections

8.5 Walls External

External walls are a mix of painted brick, rendered brick and Colourbond steel cladding. The condition of the external walls is good.

The condition of the external walls is rated at Condition 3.

Figure 8: Image showing examples painted brick, rendered brick and trimdek clad External Walls

Figure 9: Image showing examples painted brick and Trimdek clad External Walls

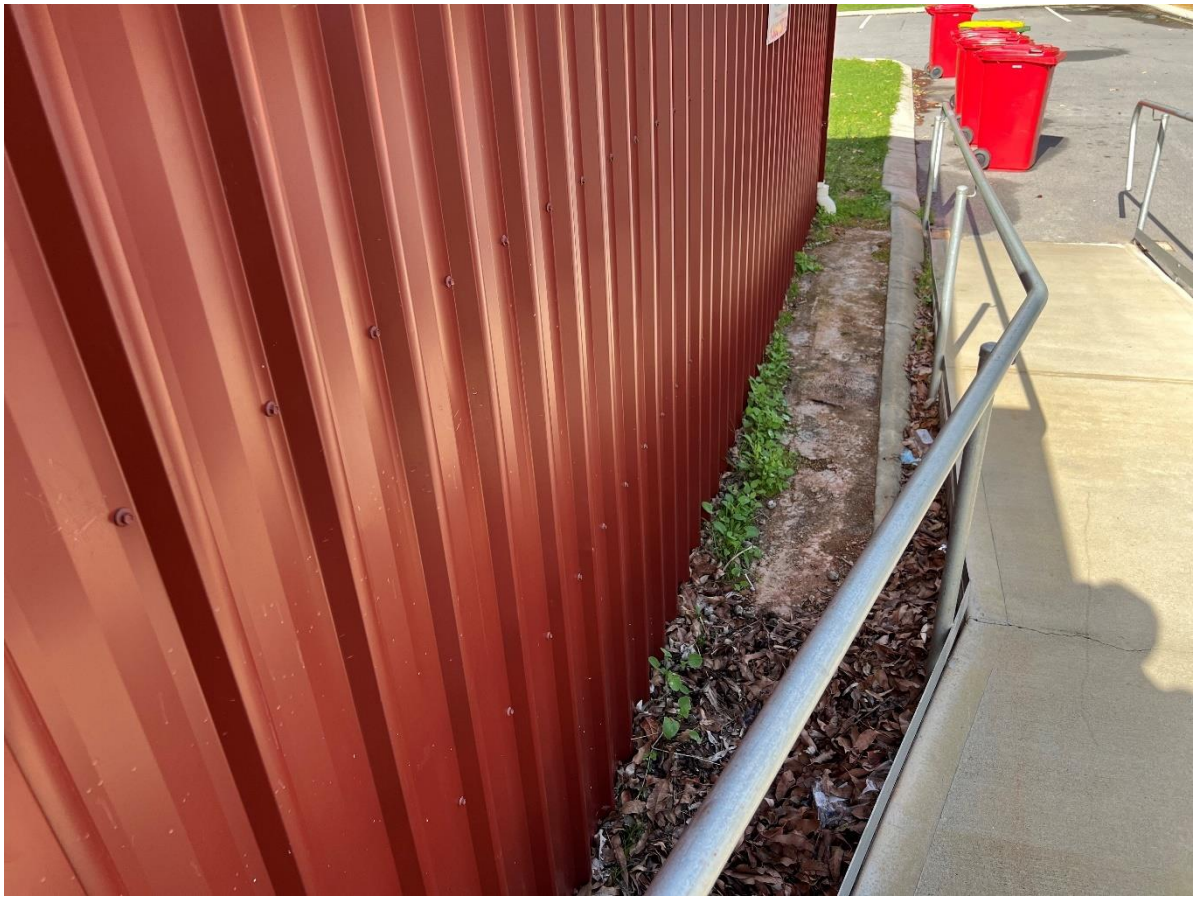


Figure 10: Addition 6 with soil up against the metal cladding

Addition 6, the storage room at the side of the Hall has soil build up against both the slab and the metal sheeting. This provides an access way for termites and moist soil will accelerated corrosion of the metal sheeting. Australian Standard AS 3660.1-2000 Termite Management Part 1 : New Building Work, requires that 75mm of the underlaying concrete slab remain exposed to enable easy visual detection of white ants.

White Ants will build soil tunnels to enable free movement without exposure to the elements and these can easily be seen against an exposes concrete edge.

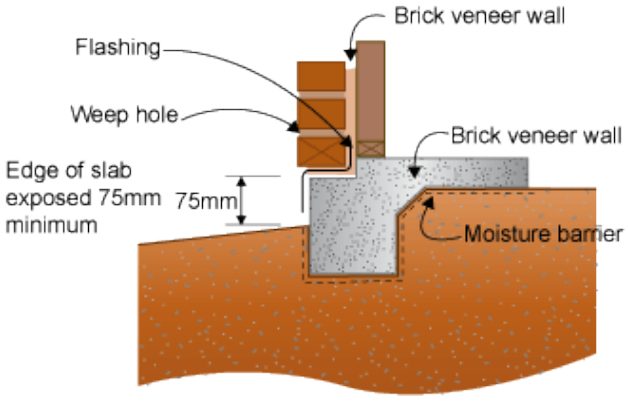


Figure 11: 75mm exposed concrete slab face required by AS3660.1 to enable easy visual detection of white ants.

Recommendation 5. ***Clear soil away from external walls where they are in contract with the ground and regularly inspect for termite (white ant) activity.***

8.6 Walls Internal

Internal walls are a combination of stud/drywall, brick in the main hall building and some cement (possibly asbestos) sheeting to the stage area of the main hall.

The condition of the internal walls is rated at Condition 4.

Figure 13: Brick Internal Walls within Main Hall building

Figure 12: Internal Walls within the Hall Area

Figure 13: Fibre Cement Sheets (possibly asbestos) in the Stage Area of the Main Hall with exposed fibres where damaged

Figure 14: Dry/stud wall cladding on a section of the internal walls

8.7 Floor

The floor of the main hall section of the building is Jarrah board. The flooring to the remainder of the building is concrete slab. The flooring in the bar is partly covered in carpet, and the remainder of the floors are covered in vinyl of ceramic tiles. The toilets and wet areas including behind the bar serving area are ceramic tiled. The storeroom next to the ladies toilet has bare concrete flooring and the rooms off the side of the stage have painted concrete.

The condition of floors overall is rated at Condition 3.

Figure 15: Carpeted flooring in one section of the bar area and tiles in the other section

Figure 16: Vinyl and Jarrah Flooring in the Main Hall area

Figure 17: Bare concrete flooring in Storeroom

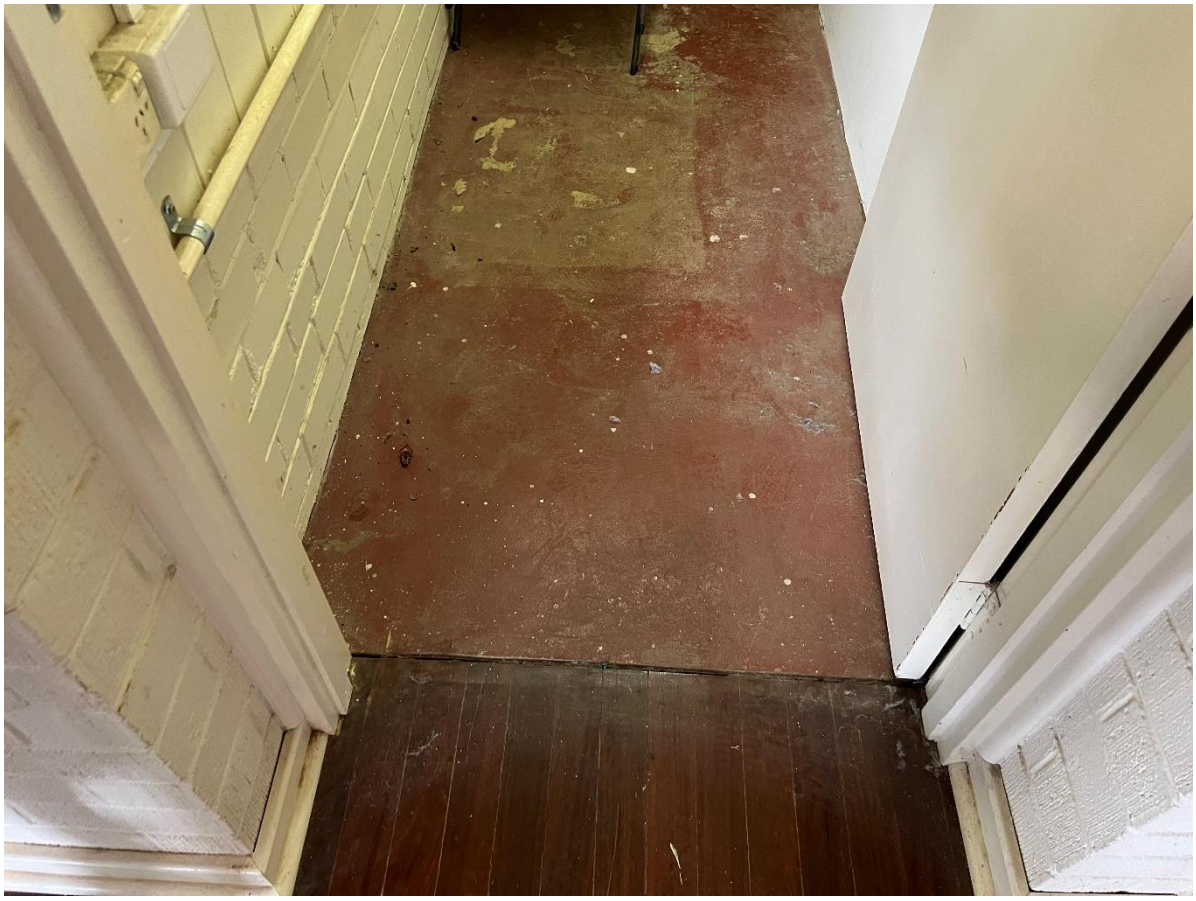


Figure 18: Painted concrete flooring in rooms off from the stage

Figure 19: Ceramic Tile Floor in Kitchen Area

Figure 20: Ceramic Tile Floor in Toilet Areas

8.8 Ceiling

In the main hall area, the ceiling is a suspended tile ceiling. In the remainder of the building the ceiling is plasterboard or fibre asbestos cement (possibly asbestos) sheeting in some places. The rear change rooms do not have a ceiling.

The condition of ceilings is rated at Condition 3.

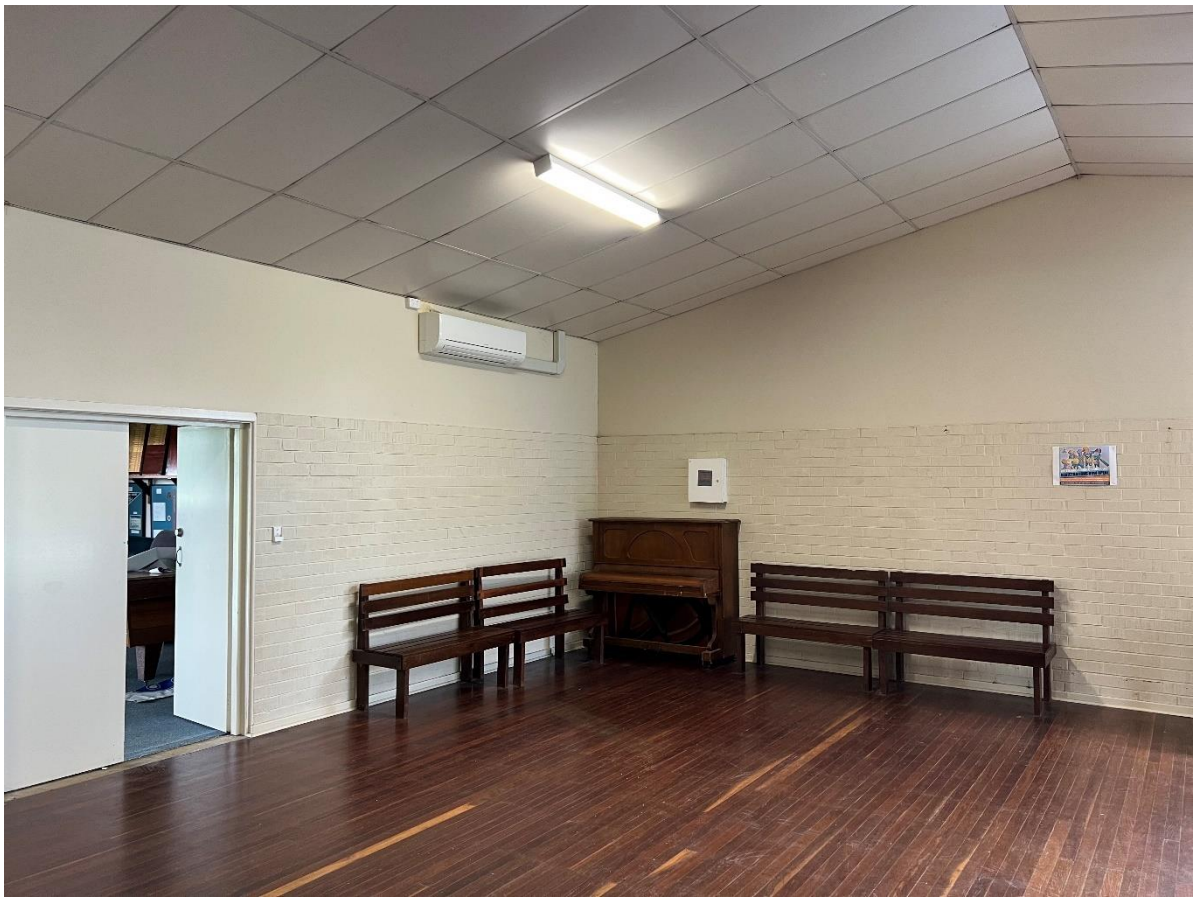


Figure 21: Suspended Panel Ceiling in the Main Hall area

Figure 22: Plasterboard ceiling in toilets

Figure 23: Plasterboard ceiling in toilets

8.9 Mechanical Services

The building has limited mechanical services. Mainly hot water systems and multiple split system A/C. Mechanical Services weren't tested as part of the inspection and are assumed to be in working order.

The Electrical Distribution Board should be reviewed by an Electrical Engineer or Licenced Electrical Contractor to determine if it is compliant and requires replacing to current day standards.

The condition of Mechanical Services is rated at Condition 4.

Figure 24: Slit System Air Conditioners in the Main Hall

Figure 25: Slit System Air Conditioners in the Club Room

Figure 26: Extractor Fan from Kitchen

Figure 27: Water Filtration System in Toilet Area

Figure 28: Refrigerated Drinking Fountain in Veranda Area adjacent to external servery

Figure 29: Missing Exhaust Fan cover and Light Cover in Shower of Rear Changerooms

Figure 30: Missing Exhaust Fan cover and Light Cover in Shower of Rear Changerooms

Figure 31: Alarmed Septic System adjacent to building

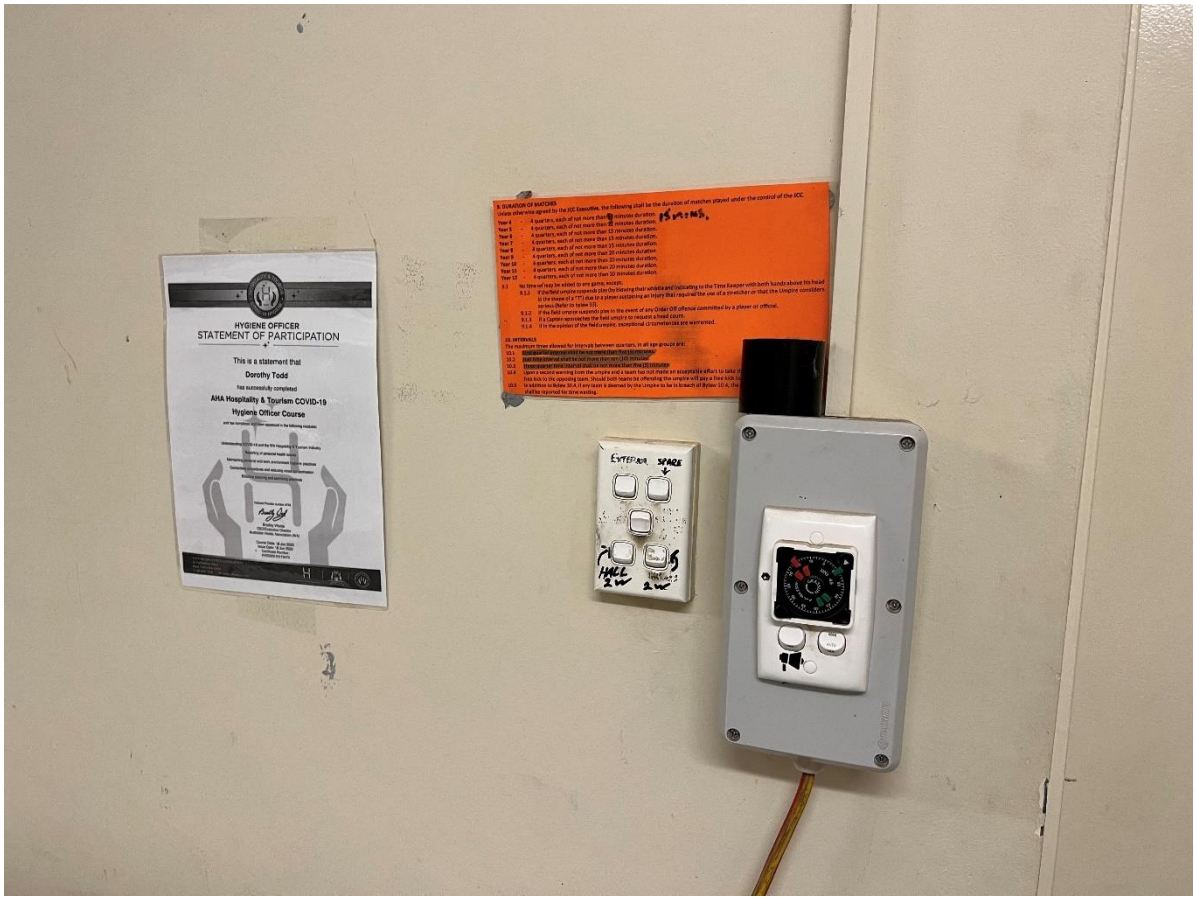


Figure 32: Switches in Kitchen Area

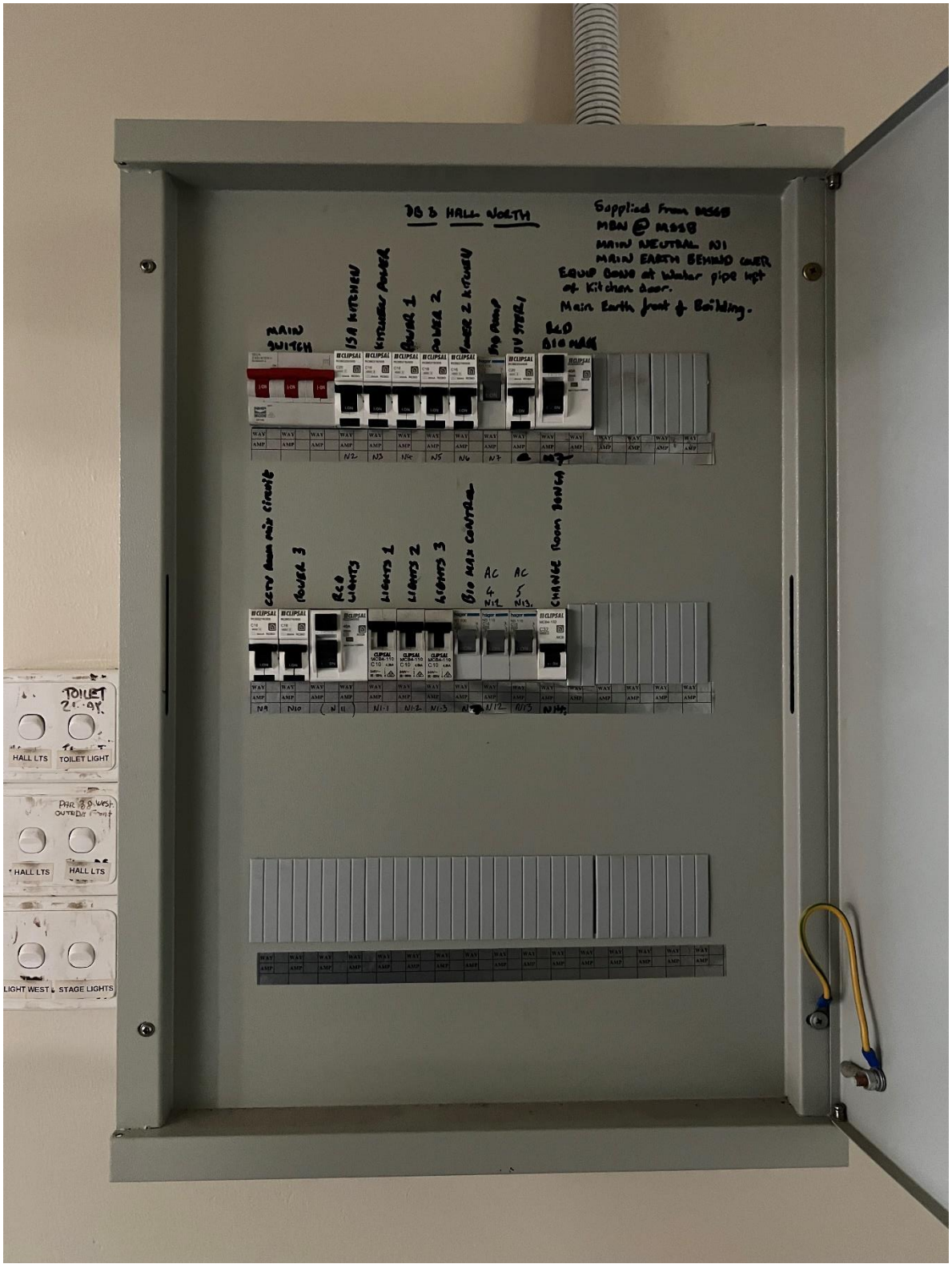


Figure 33: Electrical Distribution Board

Recommendation 6. ***Engage an Electrical Engineer or Licenced Electrical Contractor to determine if the Electrical Distribution Board is compliant and if it requires replacing/upgrade to current day standards.***

8.10 Fit Out

Fit out within the building is reasonable and appears to have everything necessary for the type of facility it is. The main issues are functionality issues associated with the layout of the building. There are issues with non-compliant emergency exits and the kitchen access arrangements need to be reviewed as there is no compliant emergency exit in the kitchen when the door between the kitchen and bar area is locked. The kitchen is probably the most likely part of the building that could require emergency evacuation if there is a fire.

Also, house keeping of the bar area needs to be attended to.

The condition of Fit out is rated at Condition 4.

Figure 34: Club Room

Figure 35: Bar area (note housekeeping needs to be addressed

Figure 36: A Battery left on charge and unattended in the Bar Area is a potential fire hazard

Figure 37: Fit Out Male Toilets

Figure 36: Fit Out Male Toilets

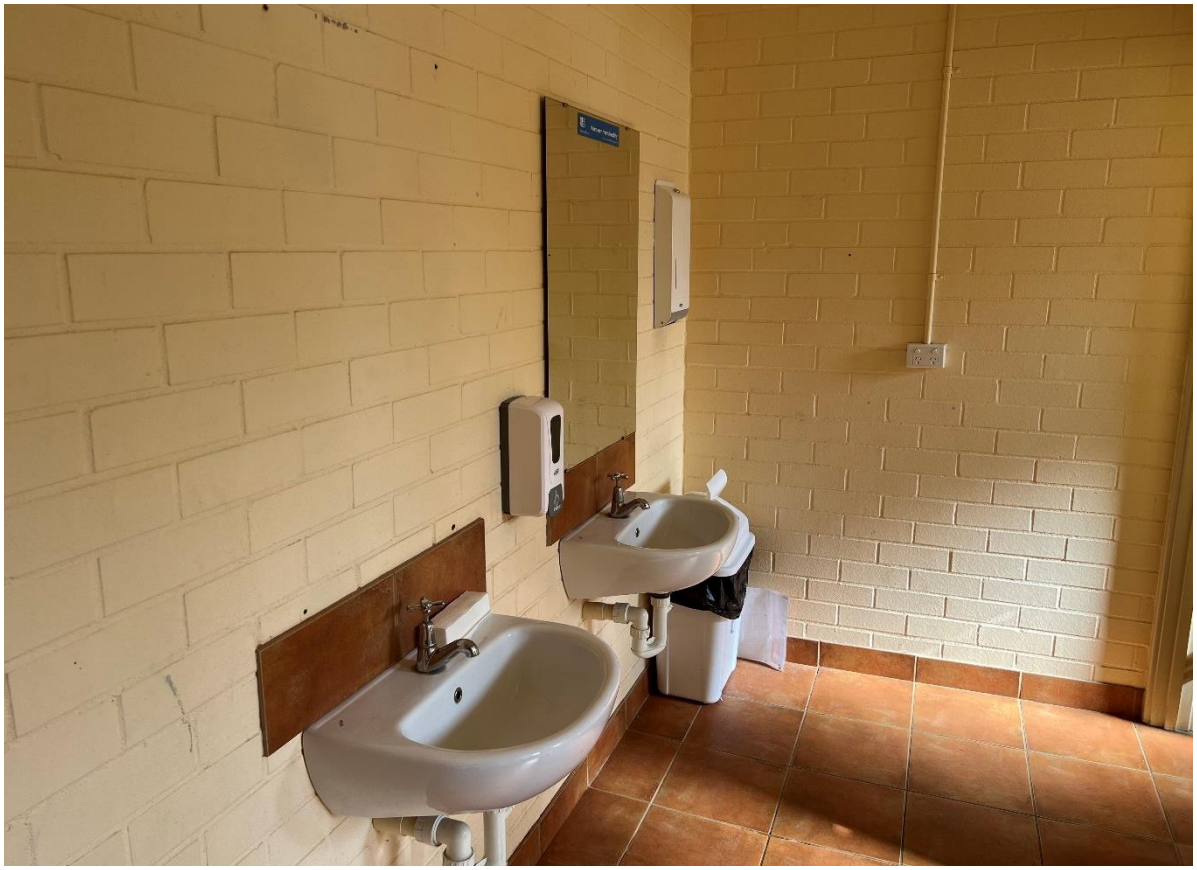
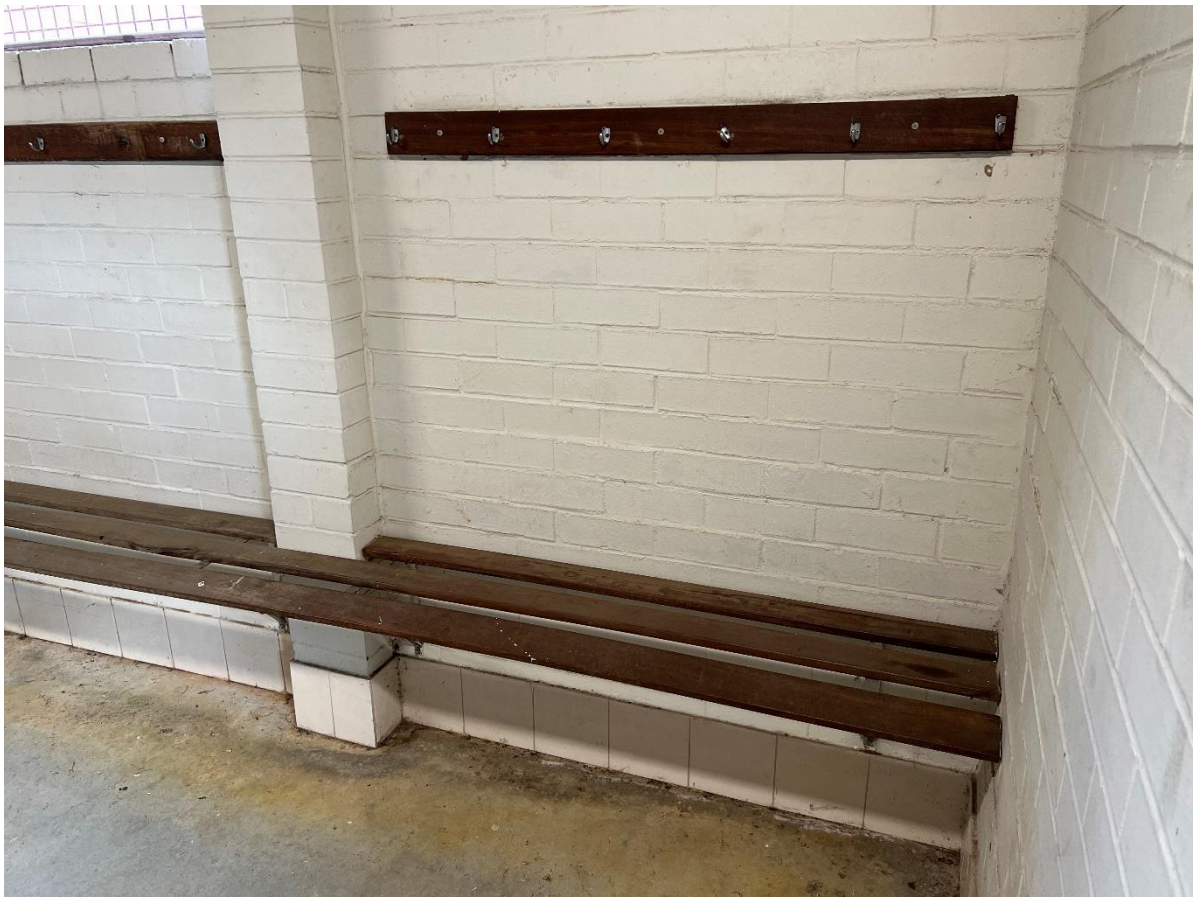


Figure 37 & 38: Fit Out Female Toilets

Figure 39: Fit Out Universal Access Toilets



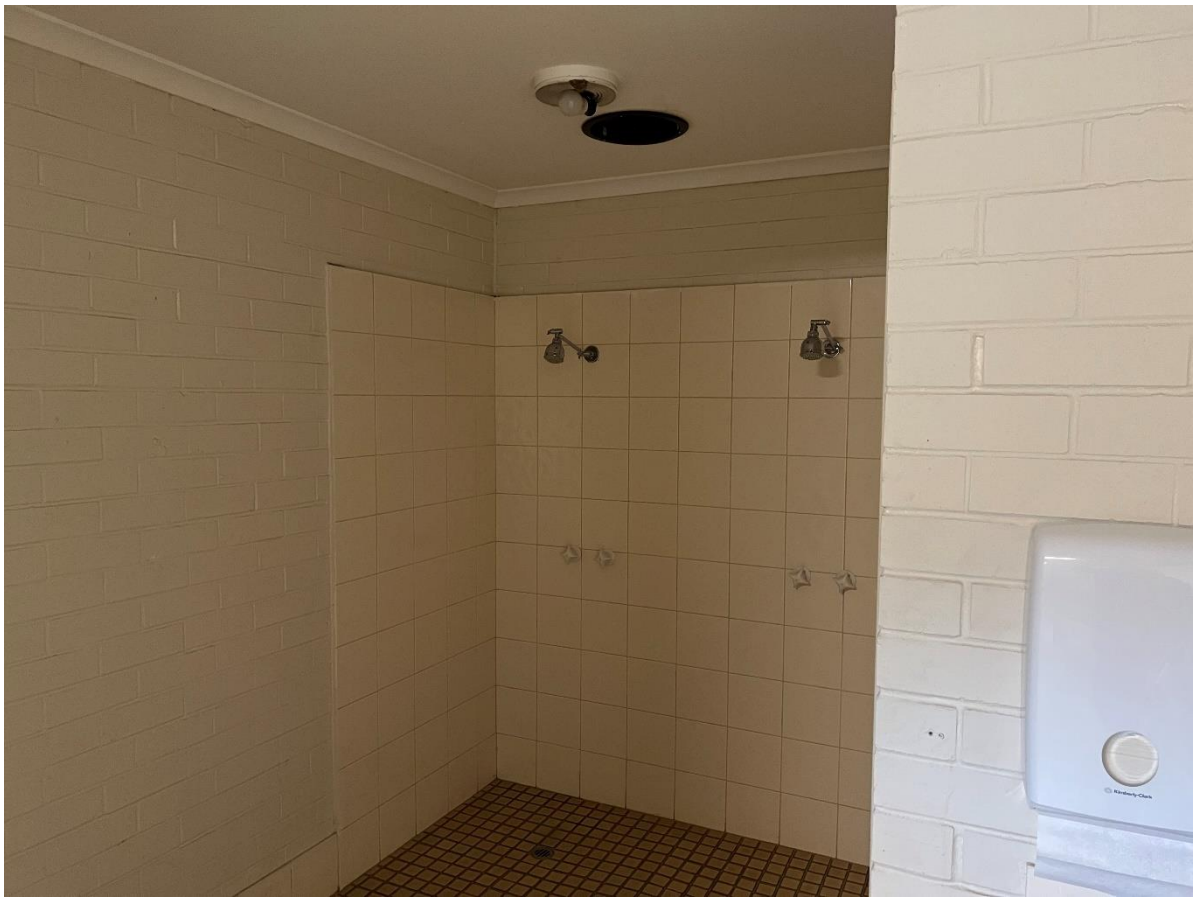


Figure 38: Fit Out Changeroom

NO CHILDREN PERMITTED IN KITCHEN
Mars

HALL HIRER
PLEASE LEAVE HALL, KITCHEN AND FACILITIES CLEAN!
MEDIUM
SMALL
LARGE

HALL HIRERS
PLEASE LEAVE
HALL. KITCHEN
AND FACILITIES
CLEAN!
C.J.F.C
FIRST AID KIT

Figure 39: Kitchen Fit out

Figure 40: Fit out Storeroom 4

9.0 Compliance with Current Building Standards

CORE's report is limited to building condition only and not an assessment against current building standards. However generally, existing buildings are not necessarily required to meet the current building standards unless work which is more than simply maintenance (i.e. modification or major upgrade) is undertaken, in which case the building will need to be bought up to current day standards for a range of issues including but not limited to;

- Energy Efficiency
- Universal Access
- Fire Protection
- Essential Services
- Health requirements
- Glazing
- Plumbing
- Electrical

Of particular concern in relation to any redevelopment of the existing building would be the requirements for Fire Protection. The floor area of the building exceeds 500m² at 620m² (excluding the veranda area).

10.0 Cost to Provide a Replacement Building

The current building climate is very volatile with prices going up daily due to high demand and labour and materials in very short supply or not available at all. Nonetheless, the replacement cost of the building on a like for like basis, i.e. similar size and functionality, based on Rawlinson's 2022 unit rates is;

The Unit Rate for Muchea for 3th Quarter 2022 for a Social / Sporting Club - single or 2 storey including allowance for demolition and professional fees = $4,535/m² calculated as follows;

Base Unit Rate Perth	$3,229/m²
Floor Area	620m²
Base building Cost Perth	$2,001,980
Demolition Cost (12%)	$240,237
Professional Fees (14%)	$280,277
Total Cost Perth	$2,556,128
Regional Index of 110	$404,630
Total Cost in Muchea	**$2,811,740**

11.0 Remaining Effective Life of Building

The building is in good condition and is estimated to be only 30% through its useful life based on condition given an average condition score or 2.5 and assuming an intervention level of 8. The building could last another 40 to 50 years or more if looked after.

Condition is not a significant issue in regards to the building. The main issue is functionality in that the building whilst usable, falls short of the standards expected for a building of this nature in this day and age.

12.0 Future Renewal & Maintenance Demand

As discussed, the building is in good to very good condition overall. The basic rule of thumb for combined average annua renewal and maintenance demand for a building is between 2% and 4%. The 2% figure applies if the building is relatively new and 4 % if it is older and in poorer condition. For this building 2% is $56, 235 per annum and 4% is 112,469 per annum.

It is obvious that the building has been well looked after and regularly renewed, for example the entire roof cladding is relatively new and assessed as Condition 0. Therefore, combined annual renewal and maintenance demand is estimated to be closer to 2% at around $60,000. This does not allow for functionality upgrades but does allow for like for like replacement of components to current day standards.

The $60,000 represents the target figure (on average) that Council should be looking to budget for this building going forward. This mean that some years the need may be less

and some years more but on average over several years, the annual average expenditure need is likely to be around the $60k mark.

It should be noted that the differentiation between maintenance and renewal is very grey and should ideally be clearly defined by each organisation. CORE's definition of renewal vs maintenance is;

Maintenance: If the toilet door is hanging off its and can be screwed back into place, that's maintenance.

Renewal: If the toilet door is missing or has a hole in it and new one is needs to be purchased to replace it, that's Renewal.

Note: Accounting standards really only identify Renewal Expenditure as Capital Renewal Expenditure over an above the organisations Capitalisation Threshold. However there is a lot of money in most local government budget that is classes as maintenance expenditure when it is actually renewal but the amount falls below the Capitalisation Threshold. Without a clear definition within a particular organisation in relation to what is maintenance and what is renewal, it is difficult to specify, hence the report talks about combined Renewal and Maintenance.

13.0 Identified Backlog Maintenance

During the inspection, there were several items of identified backlog maintenance items or clearly non-compliant issues as follows;

Photo	Issue	Solution	Estimated Cost
	Hole in veranda ceiling	Replace fibre cement sheet and repaint	$1,500
	Crack in veranda ceiling	Replace fibre cement sheet and repaint	$1,500

Photo	Issue	Solution	Estimated Cost
	Servery counter edges missing and worn. Laminex is sharp and could cut patrons, particularly dangerous to children	Replace servery counter	$500
	Refrigerated drinking fountain leaking with moss growing in it. Wasting water and a health hazard	Repair to stop the leak and clean moss	$500
	Exhaust fan cover missing and light cover missing from shower in change room.	Replace both covers	$250
	Soap dispenser missing	Replace soap dispenser	$150
	Paper Wasp nests on roof timbers	Remove Paper Wasp nests	$100

Photo	Issue	Solution	Estimated Cost
	Mirror missing from above sink in Ladies Toilet	Replace Mirror	$400
	Cracked cornice in Ladies Toilet	Fill Cracks, sand and paint	$300
	Light switch broken in Ladies Toilet	Replace switch toggle	$75
	Nuts missing from security gill at rear of building	Replace nuts and make tamper proof	$700
	Barge boards need painting	Repair and paint barge boards and other external timber elements	$3,000

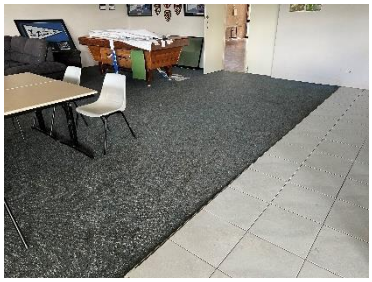
Photo	Issue	Solution	Estimated Cost
	Door signed as an emergency exit is not compliant as has a door look and is not self-opening when locked	Replace door lock with a compliant emergency exit lock	$1,000
	Carpet soiled and worn	Replace Carpet	$2,000
	Cornice missing above AC Unit	Replace Cornice	$750
	Servery counter edges missing and worn. Laminex is sharp and could cut patrons, particularly dangerous to children	Replace servery counter	$500

Photo	Issue	Solution	Estimated Cost
	When the lockable door between the bar and kitchen is locked, there is no identified emergency exit for the kitchen and the kitchen door to the outside is not self-opening	Sign kitchen door to the outside as an emergency exit and ensure the door is a compliant opening door	$2,000
	Hole in wall in main hall	Repair hole in wall	$750
	Damaged wall in main hall	Repair damaged wall	$750
	Damaged wall in storeroom	Repair damaged wall in storeroom	$750

Photo	Issue	Solution	Estimated Cost
	Damaged draft excluder on doorway to storeroom	Repair draft excluder	$500
	Damaged door to storeroom at lower hinge	Repair / replace door	$1,000
	Cracking to brickwork in main hall and stage	Fill crack and monitor	$3,000
	Missing dado timber and exposed fibre cement sheeting (potentially asbestos)	Seal sheet (taking precaution in accordance with working with asbestos) and replace missing timber	$1,500
		Total	**$23,475**

PO Box 797
Busselton WA 6280
Ph 1800 001 776

www.corebusiness.net.au

REDMOND FAMILY TRUST T/AS ABN 24341016747

REDMOND PEST MANAGEMENT SERVICES

37 OAKHILL HEIGHTS ELLENBROOK W.A 6069

MOBILE 0405933207 DOH Reg 2441

Visual Timber Pest Inspection & Report in accord with AS 4349.3

PPROPERTY ADDRESS *48 Archibold street Muchea*

PROPERTY INSPECTION DATE 14th June @2022

CLIENTS NAME *Core Business*

CLIENT TELEPHONE NUMBER *1800001776*

EMAIL *kate.robertson@corebusiness.net.au*

REDMOND FAMILY TRUST T/AS ABN 24341016747

REDMOND PEST MANAGEMENT SERVICES

37 OAKHILL HEIGHTS ELLENBROOK W.A 6069

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Summary Only IMPORTANT DISCLAIMER

- This Summary is supplied to allow a quick and superficial overview of the inspection results.
- This Summary is NOT the Report and cannot be relied upon on its own.
- This Summary must be read in conjunction with the full report and not in isolation from the report.
- If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.
- The Report is subject to Terms and Limitations.

ACCESS

Are there any Area(s) and/or Section(s) to which Access should be gained? Yes, read report in its entirety.

TIMBER PEST ACTIVITY

Were active subterranean termites (live specimens) found? *no*

Was visible evidence of subterranean termite workings or damage found? *no*

Was visible evidence of borers of seasoned timbers found? *No*

Was evidence of significant damage caused by wood decay (rot) fungi found? *No*

Was any evidence that the building has been treated to deter termites found? *No access to meter box*

REDMOND FAMILY TRUST T/AS ABN 24341016747

REDMOND PEST MANAGEMENT SERVICES

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ABOUT PROPERTY

The Muchea Hall is also the club rooms for the Muchea cricket club.

The building has had many extensions and alterations. The original building (main auditorium) is a timber floor with no access under, as the trapdoor in the floor and in the stage has been sealed. There is no ventilation found for the subfloor. There is a concrete extension of to the side of the main auditorium with no wall between. This area is concrete floored. Both areas have steel framed roof.

The bar and kitchen area is all concrete floor with a steel roof. However there is no access to the roof space in either area.

The main auditorium and extension are mostly timber door frames except for the main entry door from outside. The bar and kitchen area are mostly steel door frames except for the one that goes into the main auditorium.

The toilet and changeroom area are concrete floor with a timber frame roof. The changeroom area is exposed timer roof but the toilet area there is no access to the roof.

There has been a termite prevention zone place around the entire building. There is a void in the prevention zone from the canteen window around to the toilet area as new concrete has been laid since the zone was completed.

For complete and accurate information, you must refer to the following complete Visual Timber Pest Report.

REDMOND FAMILY TRUST T/AS ABN 24341016747

REDMOND PEST MANAGEMENT SERVICES

37 OAKHILL HEIGHTS ELLENBROOK W.A 6069

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TERMS & LIMITATIONS:

Important Information Any person who relies upon the contents of this report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

1.1 THIS IS A VISUAL INSPECTION ONLY in accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation / sarking, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.

1.2 SCOPE OF REPORT: This Report is confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (Hylotrupes bujulus Linnaeus) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If Cryptotermes brevis (West Indian Dry Wood Termite) or Hylotrupes bujulus Linnaeus are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.

1.3 LIMITATIONS: Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly, this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.

1.4 DETERMINING EXTENT OF DAMAGE: The Report is NOT a structural damage Report. We claim no expertise in building and any inexpert opinion we give on timber damage CANNOT be relied upon. The Report will not state the full extent of any timber pest damage. The Report will state timber damage found as 'slight', `moderate', `moderate to extensive' or 'extensive'. This information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be concealed structural damage within the building(s). This concealed

REDMOND PEST MANAGEMENT SERVICES

37 OAKHILL HEIGHTS ELLENBROOK W.A 6069

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damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

1.5 MOULD: Mildew and non-wood decay fungi is commonly known as Mould and is not considered a Timber Pest. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in the Other Information (5.11) section of this report. If Mould is noted as present within the property and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

1.6 DISCLAIMER OF LIABILITY: No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).

1.7 DISCLAIMER OF LIABILITY TO THIRD PARTIES: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk.

1.8 COMPLAINTS PROCEDURE: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on Our part or on the part of the individual conducting the Inspection, either party may give written Notice of the dispute or claim to the other party. If the dispute is not resolved within twenty one (21) days from the service of the written notice then either party may refer the dispute or claim to a mediator nominated by Us. The cost shall be met equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

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MOBILE 0405933207 DOH Reg 2441

VISUAL TIMBER PEST REPORT

2.1 BRIEF DESCRIPTION OF STRUCTURE(S) INSPECTED: ***Town hall/sports club.***

2.2 **Building Type:**

Construction: Floor: *concrete and timber* **Walls:** *Brick* **Roof**: *Timber and steel*

Outbuilding(s): *colourbond store room off main auditorium extension*

Split Level: *yes* **Multi Story:** *no*

Wooden door frames? *yes*

Area flooring: *main auditorium is timber floor, extension off main auditorium is linoleum, bar area is carpeted and tiles. Toilets are tiled and changerooms/clubrooms have no floor coverings*

Kitchen: *tiled flooring.*

Door frames: *timber and steel.*

Windows frames: *All steel window frames throughout.*

Window sills: *All brick or steal window sills throughout.*

Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry.

2.3 **Areas Inspected:** Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

The areas inspected were: *main building and close surrounds*

2.4 **Areas NOT Inspected:** No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios subfloors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts, etc.

2.5 Other Area(s)* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE and the Reason(s) why include: *Under floor covering. None of these were lifted as it was a visual inspection only. roof void above bar, kitchen and toilet area due to no access, subfloor of main auditorium due to no access.*

Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

2.6 Area(s) in which Visual Inspection was Obstructed or Restricted and the Reason(s) why include: *store room due to storage*

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Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

2.7 High Risk Area(s) to which Access should be gained, or fully gained, since they may show evidence of Timber Pests or damage: *Subfloor of main auditorium and stage. Roof space above toilet area*

2.8 Was the property furnished at the time of inspection? *Yes.*

Where a property is furnished at the time of the inspection then you must understand that the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

3. SUBTERRANEAN TERMITES:

3.1 Were active termites (live insects) present at the time of the inspection: *no*

If active Termites found What species:

3.2 Was a termite nest located? *No* **If yes location?**

3.3 Was visible evidence of subterranean termite workings and/or damage was found? *no*

Where workings and/or damage was found, it was in but not necessarily limited to the following areas:

NOTE: Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s) then the risk of a further attack is very high.

3.4 Was any evidence of timber damage visible? *no*

Whilst we claim no expertise in building. What was the level of damage? slight, moderate, moderate to extensive, extensive (see section 1.4)

VERY IMPORTANT:

3.5 If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in structural engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not. (See Terms & Limitations).

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Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with "Australian Standard 3660" to be carried out immediately to reduce the risk of further attack.

3.6 General remarks: A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees on the property have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

3.7 Durable Notice (Termite Management Notice): *no access to meter box* This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own inquiries as to the quality of the treatment, when it was carried out and warranty information. In most cases you should arrange for a treatment in accord with "Australian Standard 3660" be carried out to reduce the risk of further attack.

4 BORERS OF SEASONED TIMBER

4.1 Lyctus brunneus (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood, so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required.

4.2 Anobium punctatum (furniture beetle) and Calymmaderus incisus (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain and the treatment may need to be carried out each year for up to three years.

4.3 Was visible evidence of borers found? *no*

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We claim no expertise in building and if any evidence or damage has been reported then you must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

4.4 Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

4.5 Borer recommendations: Replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active (see above). A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option, you should consult with a builder (See Terms & Limitations) to determine if the timbers are structurally sound. Following the initial treatment, a further inspection is essential in twelve months' time to determine if further treatment is needed. Treatments over a number of consecutive years may be required.

5. FUNGAL DECAY CAUSED BY WOOD DECAY FUNGI

5.1 Was evidence of significant wood decay fungi (wood rot) found? *No*

We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

6. CONDITIONS THAT ARE CONDUCIVE TO TIMBER PESTS

6.1 Water leaks: Water leaks, especially in or into the subfloor or against the external walls, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

At the time of the inspection were any water leaks found? ***No***

We claim no expertise in building and if any leaks were reported then you must have a plumber or other building expert determine the full extent of damage and the estimated cost of repairs.

6.2 Moisture: At the time of the inspection moisture readings were normal

High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection.

If a high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

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6.3 Drainage: Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack. We claim no expertise in plumbing and drainage, however it appears that drainage is generally adequate

Where drainage is considered inadequate a plumber, builder or other building expert must be consulted.

6.4 Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several meters away from the building) as the resulting wet area is highly conducive to termites.

Is there a need for this work to be carried out? *no*

6.5 Ventilation: Ventilation, particularly to the sub-floor region is important in minimising the opportunity for Timber Pests to establish themselves within a property.

We claim no expertise in building, however, the ventilation appears to be generally limited. Where ventilation is considered inadequate a builder or other expert should be consulted.

6.6 Slab Edge Exposure: Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

Does the slab edge inspection zone fully comply? *No*

Note: A very high proportion of termite attacks are over the edge of both Infill and other concrete slabs types. Covering the edge of a concrete slab makes concealed termite entry easy. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and cannot be exposed.

The type of slab may only be determined by assessment of the construction plans by a qualified person e.g. Builder, Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2. Where the slab edge is not fully exposed or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2.

Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

6.7 Weep holes in external walls: It is very important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brickwork.

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They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.

Were the weep holes clear allowing the free flow of air? no

6.8 Termite Shields (Ant Caps) should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation.

We claim no expertise in building. However, in our opinion the termite shields appear to be inadequate as expected in an older home

If considered inadequate a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

6.9 Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation:

6.10 Comments on other Conducive Conditions:

6.11 Other information: Annual inspections are recommended as a minimum.

Refer to Important Maintenance Advice Regarding IPM below.

7. OVERALL ASSESSMENT OF THE PROPERTY:

7.1 Where the evidence of live termites or termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings must be reported as high to extremely high.

7.2 At the time of the inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was *mid/high*

7.3 SUBTERRANEAN TERMITE TREATMENT RECOMMENDATION: *A management program in accord with AS 3660-2000 to protect against subterranean termites is recommended*.

7.4 FUTURE INSPECTIONS: AS 3660.2-2010 recommends “regular competent inspections should be carried out at least on an annual basis but more frequent inspections are strongly recommended”. It goes on to inform that “regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimized”.

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Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with AS 4349.3 or AS 3660.2-2010 is conducted at this property every 12 Months.

It should be assumed that if no durable notice is found, the building has not been treated or inspected for termites and other pests for a considerable period. It should be assumed that the building is well overdue for a termite treatment which should be organised as soon as possible after settlement. The probable cost of such a treatment would be in the vicinity of $2000- $10000

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT (IPM) FOR PROTECTING AGAINST TIMBER PESTS:

Any timber structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests. Any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavour to ensure such conditions DO NOT occur around your property.

We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that “the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers but they can be detected more readily during routine inspections.”

You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pests. This information forms an integral part of the report.

REASONABLE ACCESS

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.3 defines reasonable access as “areas where safe, unobstructed access is provided and the minimum clearances specified in the Table below are available. Reasonable access does not include removing screws and bolts to access covers.” Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

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Area Access hole Crawl space Height

Roof interior

450 x 400mm 600 x 600mm Accessible from 2.1m step ladder or 3.6m ladder placed against a wall.

Subfloor 500 x 400mm Vertical clearance

Timber floor: 400mm to bearer, joist or other obstruction. Concrete floor: 500mm

Roof Exterior

Accessible from a 3.6m ladder.

A MORE INVASIVE PHYSICAL INSPECTION IS AVAILABLE AND RECOMMENDED

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days' notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

CONCRETE SLAB HOMES

Buildings constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected.

Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that you have a termite inspection in accordance with AS 3660.2 carried out as recommended in this report.

SUBTERRANEAN TERMITES

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No property is safe from termites! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3. Australia's subterranean termite species (white ants) are the most destructive timber pests in the world. In fact, it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

How Termites Attack your Home. The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases, it may be impossible to determine their presence until extensive timber damage occurs.

Termite Damage. Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

Subterranean Termite Ecology. These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However, many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

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The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore, since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

BORERS OF SEASONED TIMBERS

Borers are the larvae of various species of beetles. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae (grubs) which bore through the timber and can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle which cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is only through the presence of these emergence holes, and the frass formed when the beetles cut the exit holes that their presence can be detected. Where floors are covered by carpets, tiling, or other floor coverings and where no access to the underfloor area is available it is not possible to determine whether borers are present or not. This is particularly the case with the upper floors of a dwelling.

Borers of ‘green’ unseasoned timber may also be present. However, these species will naturally die out as the timbers dry out in service. Whilst some emergence holes may occur in a new property it would be unusual for such a borer to cause structural damage, though the exit holes may be unsightly.

Anobium borer (furniture beetle) and Queensland pine borer. These beetles are responsible for instances of flooring collapse, often triggered by a heavy object being placed on the floor (or a person stepping on the affected area!) Pine timbers are favoured by this beetle and, while the sapwood is preferred, the heartwood is also sometimes attacked. Attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling. The frass from the flight holes (faeces and chewed wood) is fine and gritty. Wood attacked by these borers is often honeycombed.

Lyctus borer (powder post beetle). These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that structural timbers contain no more than 25% Lyctus susceptible sapwood these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved. Where decorative timbers are affected the emergence holes may be considered unsightly in which case timber replacement is the only option. Powder post beetles mostly attack during the first 6-12 months of service life of timber. As only the sapwood is destroyed, larger dimensional timbers (such as rafters, bearers and joists) in a house are seldom weakened significantly to cause collapse. In

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small dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may result in collapse. Replacement of these timbers is the only option available.

TIMBER DECAY FUNGI

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

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CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber Pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification, then contact the inspector prior to acting on this report.

The Inspection was carried out by: *Benjamin Redmond*

Inspectors contact phone number: *0405 933 207*

Dated this *14/06/2022*

X _____

Benjamin Redmond
Owner operator

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Store room

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Store room

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Request for Tender

Request for Tender:	*Stage 1 – Bindoon Mountain Bike Park Trail Network* *Tender open 17 June, 2022*

Deadline:	*12.00pm, 5 August, 2022,* *Proponent Announced 25 August, 2022*

Address for Delivery:	*6177 Great Northern Highway* *Chittering, 6502* *Email: tenders@chittering.wa.gov.au*

RFT Number:	*SC22-003*

H:\00 Shire Projects\Bindoon Mountain Bike Adventure Park\Bindoon MTB\Tender Documents

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Part 1 READ AND KEEP THIS PART

1 Conditions of Tendering

1.1 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the *Construction of Stage 1 Trails of Bindoon Mountain Bike Park* in Part *2.*
Offer:	Your offer to supply the Requirements.
Principal:	*The Shire of Chittering*
Request OR RTF OR Request for Tender	This document.
Requirement:	The *Construction of Stage 1 Trails of Bindoon Mountain Bike Park* 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 deliver 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.
Tender Open Period:	The time between advertising the Request and the Deadline

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering *(read and keep this part)*.

Part 2 – Statement of Requirement includes Specification and any plans/drawings *(read and keep this part)*.

Part 3 – General Conditions of Contract *(read and keep this part)*.

Part 1	READ AND KEEP THIS PART

Part 4 – Special Conditions of Contract *(read and keep this part)*.

Part 5 – Tenderer's Offer *(complete and return this part)*.

Part 6 – Contractor's Occupational Safety and Health Management System Questionnaire *(complete and return this part).*

Part 7 – Tenderer's Safety Record *(complete and return this part).*

Part 8 – Project Reference Sheet *(complete and return this part)*.

Part 9 – Tenderer's Resources Schedule *(complete and return this part)*.

Separate Documents

a) Addenda and any other special correspondence issued to Tenderers by the Principal.

b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender?

Tenderers must:

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; and

e) Lodge your Tender before the Deadline.

1.4 Contact Persons

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

Name:	*Euan Martin*
Telephone:	*08 9576 4634*
Email:	*euan.martin@chittering.wa.gov.au*

Name:	*Matthew Gilfellon*
Telephone:	*08 9576 4600*
Email:	*ceo@chittering.wa.gov.au*

1.5 Tender Briefing/Site Inspection

Attendance at this meeting is mandatory.

Tenderers are requested to attend a *Tender Briefing* on *Thursday 30 June, 2022* at *10:00am* at the Shire of Chittering 6177 Great Northern Highway, Bindoon.

The location of the meeting is *at the Shire of Chittering Council Chambers, 6177 Great Northern Highway, Bindoon.*

The *Tender Briefing* will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

Please confirm with the contact person *Euan Martin via email,* *euan.martin@chittering.wa.gov.au* your attendance at this meeting no later than 1.00pm Wednesday 29 June, 2022.

1.6 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made to chatter@chittering.wa.gov.au or by mail to:

Att: CEO
Shire of Chittering
PO Box 70
Bindoon WA 60

No requests for information or clarification to the RFT Documents will be accepted later than 7 days prior to the Deadline of this Request, *Friday 29 July, 2022 at 12.00pm*.

1.7 Customs Duty

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

1.8 Site Allowances

This contract is not subject to adjustment for Site allowances.

1.9 Lodgement of Tenders and Delivery Method

Physical Tender Box

The tender must be lodged by the Deadline. The Deadline for this request is *Friday 5 August, 2022 at 12.00pm*.

The Tender is to be:

a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and

b) Delivered by hand and placed in the Tender Box at *The Shire of Chittering* (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, *PO Box 70, Bindoon, WA 6502.*

Electronic mail Tenders *will* be accepted, tenders@chittering.wa.gov.au.

Tenderers must ensure that they have provided *2* signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

In preparing a Tender for the email submission, Tenderers must agree to the following conditions:

a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Tendering portal and/or the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.

b) Tenderers should allow sufficient time for Tender lodgement, including time that maybe required for any problem analysis and resolution prior to the Deadline.

c) Where electronic submission of Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.

d) Tenders lodged through email tenders@chittering.wa.gov.au will be deemed to be authorised by the Tenderer.

e) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

f) Tenderers acknowledge that:

- Lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
- The Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on

time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

1.10 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.

No web links or hyperlinks will be considered as part of any submission.

1.11 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.

1.12 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.

1.13 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 be advised that no Tender was accepted.

1.14 Tender Validity Period

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

1.15 Precedence of Documents

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

1.16 Alternative Tenders

All Alternative Tenders may 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 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".

1.17 Tenderers to Inform Themselves

Tenderers will be deemed to have:

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

1.18 Alterations

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

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

1.19 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.

1.20 Evaluation Process

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender.

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

a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (e.g. tendered prices and other relevant whole of life costs are considered).
c) 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.

1.21 Selection Criteria

The Contract may be awarded to a *sole* 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 will the Tender ranked the highest on the qualitative criteria.

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

1.22 Compliance Criteria

These criteria are detailed within *the Statement of Requirements Part 2* 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.

1.23 Qualitative Criteria

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

It is essential that 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.

1.24 Value Considerations

Clause A: Weighted Price 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. Include any items that may affect any pricing outcomes (e.g. Regional Price Preference Policy).

Part 1 READ AND KEEP THIS PART

Criteria	Weighting
Tendered Price	*40%*

1.25 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Shire of Chittering *Register of Policies, 2.11 Purchasing, 19 August 2009, and 2.13 Regional Price Preference, 20 August 2014*.

The Policy stipulates that: *The Local Government (Functions and General) Regulations 1996 provide opportunity for local government to establish Regional Price Preference.*

Regional Preference can include any area, but must include the entire district of the local government and cannot include a part of the Metropolitan Area.

The region this policy relates to is the entire Shire of Chittering area.

The following levels of preference will be applied under this policy:

a) 10% - where the contract is for goods or services, up to a maximum price reduction of $50,000;

b) 5% - where the contract is for construction (building) services, up to a maximum price reduction of $50,000; or

c) 10% - where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of $500,000, if the local government is seeking tenders for the provision of those goods and services for the first time, due to those goods or services having been, until then, undertaken by the local government.

It should be noted that price is only one factor or criteria when considering tenders. Value for money principals will be used to achieve the best possible outcome for the tender.

1.26 Price Basis

Fixed Prices

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

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the

Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.27 Ownership of Tenders

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

1.28 Canvassing of Officials

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

1.29 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 5* and whose execution appears on the Offer Form in *Part 5* of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.30 Costs of Tendering

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

1.31 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

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

The Tender Opening will be held on or as soon as practicable after the Deadline at *6177 Great Northern Highway, Bindoon*.

1.32 Monetary Values

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc.) are net values. They do not include Goods and Services Tax (GST).

1.33 In House Tenders

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

2 Statement of Requirements

2.1 Introduction

In early 2020, The Shire of Chittering completed the Concept Plan and Detailed Design for Stage 1 of the Bindoon Mountain Bike Park trail network. The site is at Red Hill, adjacent to Bindoon Town Centre along Great Northern Highway. The total area for the park is approximately 110ha and is locally referred to as Chinkabee Hill, with the trail head to be located on the "Old Golf Course" site, as it is also known locally.

The Bindoon Mountain Bike and Adventure Park Design Concept is intended to align with the Australian Mountain Bike Management Guideline principles where possible to ensure that a quality benchmark level development can be delivered to the broader West Australian mountain bike market segment.

The size and topography of the subject site allows for a broad range of trail networks and trail difficulties to be included, essential to creating a marketable mountain biking and adventure product which can be used as a stimulus to the local tourism landscape by value adding to existing product and event schedules in the Shire of Chittering.

Broadly, the subject site dictates the mountain bike and walking trail development with descending trails forming most of the overall trail network. Using a baseline summit point as the apex from which the trails can be established, the site is then broken down into two developable locations:

- *West of the Summit Point: Heavily vegetated and higher gradient which suits a range of blue/black mountain bike trails areas. This area whilst heavily vegetated can provide riders with an intense rider experience and also because of the vegetation, will have very little impact on the visual aspect of the subject site from the Bindoon town centre and Great Northern Highway, which will retain the existing rural amenity of the landscape.*
- *East of the Summit Point: Lightly vegetated allowing for more flexibility to decrease the intensity of the rider experience by easily following the contour lines to wash speed. Included in the East is also a pocket of mid-range vegetation, which can suit the next level of blue trails.*

Stage 1 of the network features trails ranging in difficulty from green to black.

2.2 Background Information

The Bindoon Mountain Bike Park project began when strategic plans identified the positive returns that a mountain bike park might bring to the Shire. In 2019 the Shire became aware of a key land parcel in the heart of Bindoon that could provide an opportunity to investigate this idea further.

Mountain biking has been identified as an aspirational recreation in the Shire in the Chittering Trails Network Plan, and the Mountain Bike Trails Master Plan as far back as 2012.

A major trails park in Bindoon links with these long term ecotourism intentions to make the Chittering Region an attractive cycle and trails destination.

It is a key area of opportunity in Chittering in the Northern Growth Alliance Tourism Strategy, this new project has been identified as a possible offset to the economic damage expected to come with the Bindoon Bypass, and this may now also offset the damage from COVID-19 (see COVID-19 Economic Recovery Plan).

Community engagement was undertaken in 2020 and also showed strong positive signs with 93% surveyed in the local area saying they were in favour of the project, and further afield in the broader WA community 97% of the 800+ Contractors said they would also use the facility.

The project area provides a unique opportunity for MTB trails set on Shire-owned land within Bindoon Town Centre which allows for a more intensive level of development than that available on conservation estate. The project area will be designed as a self-contained trail network making the most of the features found within the landscape. A variety of trail styles are proposed with difficulties ranging from beginner (Green Circle) to advanced (Black Diamond), with some optional B-line features rated Extreme (Double Black Diamond) in a 'stacked loop' and 'trail finger' design to maximise user configurability; riders are able to shorten or lengthen their rides by choosing different trails.

2.3 Definitions

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

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;

Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;
Superintendent:	*The Shire of Chittering*
Superintendents' Officer	*Shire of Chittering CEO, Manager of Tourism & Economic Development, or any other officer under their delegation.*

2.4 Scope of Work

The trail site lies over two adjoined blocks of land owned by the Shire of Chittering. The first is zoned 'Agricultural-Resource' and comprises most of the trails. The other is zoned as 'Town-Site' and will mainly host the access road and trail head infrastructure.

The total trail network is set to amount to around 25km of trails, with Stage 1 accounting for 13km of single-track mountain bike trails.

The elevation is rocky terrain and the trails comprise primarily cross country and all mountain trail styles with a combination of flow and technical.

The Tenderer is to build a variety of trails and an access route to create Stage 1. The recommended trail network must include construction of connectable trails identified in the Trail Network Map and entry to site as described in the Construction Access Road Specifications document.

Stage 1 includes the following trails: 1, 2, 3, 4, 5, 6, 7 and 8, and Access Road by the Contractor.

Note

ID	NAME	CLASSIFICATION/ GRADE	TRAIL TYPE/ USE	TRAIL STYLE	LENGTH (m)
MTB Trails					
T01	Green Loop	Easy-Green Circle	XC/ Walking	Open	5,223
T02	Green Link	Easy-Green Circle	XC/ Walking	Open	231
T03	Green Downhill	Easy-Green Circle	XC	Flow	1,470
T04	Blue Downhill	Moderate-Blue Square	XC/ AM	Flow	1,502
T05	Black Downhill	Difficult-Black Diamond	XC/ AM	Flow	941
T06	Blue XC	Moderate-Blue Square	XC	Open	1,443
T07	Blue Downhill	Moderate-Blue Square	AM	Flow	1,229
T08	Black Downhill	Difficult-Black Diamond	AM	Technical	959
				Total Trails	**12,998**

Trails are to be constructed as per the trail construction plans (Attachment B), the specifications listed in this request, the WA MTB Management Guidelines (Attachment G) and as directed by the Shire of Chittering.

The Construction Access Road requires access along the western boundary of the mountain bike park and as indicated. It will require the excavation of 130m of access road at 4m wide (including the tidying up of any batter), and the addition of two 6 metre wide culverts over two winter creeks, as well as any other enhancements required to access the site to the summit point for 4 wheel-drive construction and emergency vehicles.

2.5 Detailed Specification

In addition to the approved detailed design, the following specifications will apply:

(a) Project timeframe – all trail construction must be completed by 01 June 2023 unless otherwise agreed with the Shire of Chittering.

(b) Alteration of trail design – the Contractor has the ability to make minor adjustments to the trail alignment and position of technical trail features according to the following:

i. The Contractor may shift the trail alignment up to five (5) metres from the approved centreline to maintain rider flow.

ii. The Contractor may shift specified drainage, trail elements and technical trail features up to five (5) metres from the approved position to maintain rider flow.

iii. The Contractor must advise the Project Manager of any changes undertaken under 2.5 b) i) and ii) above in writing and include any changes in 'as constructed' trail plans for each trail at the end of construction.

iv. The Contractor must provide an 'as constructed' trail plan for each trail at the end of construction.

v. The Contractor to supply a kml and gpx file for each trail at the end of construction. This is for specified trails 1 through to 8

vi. Any other changes or variations outside the scope of 2.5 b) i) and ii) above, require written approval from the Shire of Chittering, prior to construction.

(c) Fall zone treatment:

i. The Contractor is required to remove any potentially dangerous debris (e.g. pine stumps, fallen timber, sharp rocks, etc.) 2.5 metres either side of the trail centreline.

ii. The Contractor is required to undertake any additional technical trail feature fall zone treatments as appropriate and reasonable for the particular feature.

(d) Trail construction materials:

i. All trail and trail features are to be primarily constructed of soil and/or rock. No timber, topsoil or vegetative material is permitted to be used for the finished trail tread, or in trail feature construction fill, e.g. logs, stumps, branches, etc., unless otherwise identified and agreed with the Shire of Chittering

ii. The Contractor may access suitable gravel soils for surfacing required sections of trail from borrow pits along the trail alignment.

iii. Gravel borrow pit locations are to be identified by the Contractor, and must be approved by the Project Manager, prior to establishment.

iv. Vegetation and topsoil from gravel borrow pits is to be cleared and stockpiled for rehabilitation of the borrow pit post excavation. Borrow pit sides are to be appropriately battered 1:1 gradient and contoured with surrounding area, with topsoil and vegetation to be spread and blended in accordance with 3 e) iii) below.

v. Gravel borrow pits are to be no closer than 5m to the trail corridor, no larger than 15m2, and no deeper than 1m.

vi. The Contractor is responsible for transporting all rock for trail construction, with rock sourced from either the specified trail corridor, or the nominated rock dump provided by the Shire of Chittering.

vii. The Contractor is permitted to collect and use surface rock from within the stated construction area.

(e) Finishing and blending:

i. All trail constructed is required to be free draining with no pooling of water permitted on the finished trail tread.

ii. All constructed trail is to be mechanically compacted with a vibrating plate compactor or vibrating drum roller in appropriate soil conditions.

iii. All Xanthorrhoea sp. (e.g. grass trees) and Zamia sp. (e.g. zamia palms) are to be excavated and removed from the construction trail tread.

iv. The Contractor is required to batter all bench cut trail to a 1:2 gradient and a 1:3 gradient where fill is used, with surplus in-situ soil to be used in trail and feature construction or dispersed within the trail corridor, and not heaped.

v. The Contractor is required to rehabilitate any disturbed trail construction footprint and construction access points to blend into the surrounding bush, through the scattering of leaf litter, logs, branches and rocks.

(f) Rain events:

i. The Contractor is advised that the site may be subject to significant rainfall events which may impact on trail construction works.

ii. The Contractor should monitor daily local weather forecasts, adjust their daily construction program accordingly, and install appropriate temporary drainage features to minimise the potential for soil erosion as the initial trail and machine access alignments are cleared.

iii. The Contractor should monitor daily local weather forecasts and ground conditions in relation to potential safety of operating machinery on steep slopes and/or slippery clay soils.

(g) The Contractor must provide a document outlining the works they intend to undertake in constructing the Access Road, including any sketches and descriptions of treatments that will be undertaken and to what degree works on the Access Road shall be undertaken.

(h) The Contractor is responsible for the security of tools, machinery and equipment used in their construction works. The Shire of Chittering will not be held liable for any loss or damage whatsoever to Contractors tools, machinery, equipment or any other item.

(i) The Contractor is responsible for taking all reasonable steps to ensure the trails are not accessed or ridden by the public while under construction.

(j) Defects liability period – the Contractor is required to make good any trail construction defects for a period of twelve months post practical completion (excluding fair wear and tear and trail design defects).

(k) The Contractor is advised the Shire of Chittering may partially or completely close parks and/or roads due to hazardous or unforeseen circumstances at any time (e.g. for severe weather forecasts, and or forestry activity) and will notify the Contractor as required.

(l) The Contractor and all agents will refer to the environmental plan (Detailed Flora and Basic Fauna Survey, Bindoon – see attachment F) applying basic dieback management procedures and in the areas that maybe susceptible.

(m) All parties must abide by the Shire of Chittering COVID-19 policies, procedures and control measures.

(n) No trees over 100mm DBH (diameter at breast height) to be removed without Shire of Chittering approval.

(o) The Contractor must supply a powder fire extinguisher on each machine, a 16L firefighting knapsack water sprayer in the vicinity of working machines at all times and a 200L powered water light patrol unit to be on-site for high fire hazard days. Total Fire Bans and Harvest Vehicle Movement Bans maybe implemented by DFES on these days.

(p) Delays due to inclement weather, bushfires or total fire ban days.

i. Red Hill is located in an area that is subject to inclement weather and bushfires. The Contractor needs to allow for a maximum of five (5) days lost to inclement weather, bushfires or weather conditions resulting in the closure of the site.

2.6 Implementation Timetable

August 2022	• *Tender Confirmed*
September 2022	• *Commence contract*
	• *Construction*
December 2022	• *Access road complete*
01 June 2023	• *Project complete*

2.7 List of Applicable Documents

The following documents are attached and form part of the Specifications and or Conditions of this contract:

- *Attachment A – Detailed Design Sheets*
- *Attachment B – Detailed Design Specifications*
- *Attachment C – Construction Access Road Specifications*
- *Attachment D – Bindoon Mountain Bike Park Area Map*
- *Attachment E – Bindoon Mountain Bike Park Concept Plan*
- *Attachment F – Bindoon MTB Park Environment Plan*
- *Attachment G – WA Mountain Bike Management Guidelines*
- *Attachment H – Shire of Chittering Administration Policy, Purchasing & Regional Price Preference*

2.8 Service Levels

Reporting:

i. The Contractor is required to provide weekly verbal project updates to the Project Manager.

ii. The Contractor is required to provide fortnightly written project updates in relation to the approved construction program to the Shire of Chittering, in a format agreed with the Project Manager at the start up meeting.

3 General Conditions of Contract

3.1 Insurances

Public Liability

Motor Vehicle Insurance

Professional Indemnity Insurance

Workers' Compensation or Personal Accident Insurance Cover

3.2 Period of Contract and Termination

Clause A – September 2022 to June 2023.

The Contract will be in force for the period of 10 months (approximately 44 weeks). However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4 Special Conditions of Contract

4.1 Advertisements and Promotions on Site

The Contractor may erect on the Site or permit to be erected on Site only those signs:

a) required by law;
b) specified in the Contract documents; and
c) required to identify the Contractor's premises

The Contractor shall not erect on Site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

4.2 Description of the Works

The works comprise of the *construction of a connectable network of mountain bike trails, as identified by the Tenderer, at Bindoon Mountain Bike Park* and such other work as shown on the drawings or included in the Specification.

Neighbouring premises *may be* occupied during the currency of the contract. Ensure minimal inconvenience and disturbance to the occupants.

4.3 Work Not Included

The following work is not included in the Contract and will be carried out concurrently by others:

a) *Trail signage and signage plan*
b) *Emergency plan*
c) *Fencing (along new subdivision of western boundary)*
d) *Two-wheel drive access road design to summit*

4.4 Publicity

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

4.5 Documents Generally, Drawings and Specifications

4.5.1 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlements to *the Detailed Design specifications*, such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

4.5.2 Drawings

The drawings comprise the following sheets:

Bindoon Trails Network Stage 1 Detailed Design Documentation

Construction Access Road Specifications

and detailed drawings as specified herein, and any additional drawings supplied to the Contractor during the progress of the works.

4.6 Environmental Protection

4.6.1 Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The Contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-Contractors observe similar care.

The Contractor shall arrange the operations and shall provide silencing equipment to the plant, at its own expense, to whatever extend it necessary to satisfy the requirements of the *Shire of Chittering Health Department* in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

4.6.2 Site Control

The Contractor shall, at all times:

a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent;
e) Ensure that no fire shall be lit without the written approval of the Superintendent; and
f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

Soil Erosion

The Contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

4.6.3 Dust, Dirt, Water and Fumes

The Contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

4.6.4 Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

4.6.5 Refuse Disposal

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

4.6.6 Smoking on Construction Sites

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following Smoking Policy;

In respect of construction Sites, smoking is prohibited:

a) in Site Offices, lunchrooms or enclosed toilet facilities; and
b) inside existing premises that are designated as “no smoking” areas.

4.7 Contractor’s Representative

The Contractor’s Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

4.8 Existing Improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

4.9 Temporary Safety Fence (compulsory)

The Contractor shall provide a temporary fence as required by the Occupational Safety and Health Act 1984 and the Occupational Safety and health Regulations 1996 and with any amendments that may be made to the Act and the Regulations.

4.10 Materials, Labour and Constructional Plan

4.10.1 Workmen’s Amenities

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works

Occupation of any part of the works and Site for the provision of Workmen’s Amenities shall not be permitted without the prior written approval of the Superintendent.

4.11 Materials and Work

4.11.1 Regulations

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-Contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers “Material Safety Data Sheets”. These sheets should be consistent with the “Work Safe” information and format.

A copy of all “Material Safety Data Sheets” shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

4.11.2 Chemical Information

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

4.11.3 Trade Names

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

4.11.4 Safety Management Plan

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

4.11.5 Induction Training

Employees of the Contractor and its SubContractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

4.11.6 Pre-Job Planning

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its SubContractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

4.11.7 Site and Public Security

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

4.11.8 Occupied Sites

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site Specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupier's operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

4.11.9 Working Hours

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

a) *6:00am – 6:00pm Mon-Sat, 7:00am – 5:00pm Sundays and Public Holidays.*

The Contractor shall work within those hours. The area is slightly restricted by residential concerns and is surrounded by farm land and a housing estate.

4.11.10 Quality Assurance

Where applicable, the Contractor shall evaluate the work required under the contract and ensure they are able to meet the requirements of the Detailed Design specifications and the WA Mountain Bike Management Guidelines.

The General Conditions of Contract shall be those set out in Australian Standard 4122-2010 General Conditions of Contract for Consultants, copies of which are available for purchase on the SAI Global website at http://www.saiglobal.com.

It is the Contractor's responsibility to ensure they have obtained, read and understood AS4122-2010.

4.11.11 Goods and Services Tax (GST)

For the purposes of this clause:

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

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

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

Part 4 READ AND KEEP THIS PART

Part 5 COMPLETE AND RETURN THIS PART

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
The Shire of Chittering
6177 Great Northern Highway, Bindoon WA 6502

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

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Tender (RFT) *SC22-003 Stage 1 – Bindoon Mountain Bike Trail Network:*

1/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 ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is 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 _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

Part 5 COMPLETE AND RETURN THIS PART

5.2 Selection Criteria

5.2.1 Compliance Criteria

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

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide current: a. Public liability insurance - $20 million in respect of any one occurrence and for an unlimited number of claims. b. Motor Vehicle Insurance - $30 million in respect of any one occurrence and for an unlimited number of claims. c. Professional indemnity insurance - $5 million in respect of any one occurrence and for an unlimited number of claims. i. The professional indemnity insurance must be maintained for the following period: The professional indemnity insurance policy and cover shall be maintained until the Consultant completes carrying out the Requirements of the Contract and thereafter for a period of 7 years. d. Workers' Compensation Insurance - The Consultant shall ensure that it has adequate Worker's Compensation Insurance to cover the liabilities accepted by it under this Contract and for the period of this Contract, and shall provide written evidence of this to the Principal with their Tender. The insurance will adequately protect the Consultant and the Principal in respect of liability for payment of compensation to any Employee of the Consultant or of a SubContractor/consultant of the Consultant under the Workers' Compensation and Injury Act 1981 or at Common Law of no less than $50,000,000. The Workers' Compensation	Yes / No

Part 5 COMPLETE AND RETURN THIS PART

Insurance policy and cover shall be maintained until the Consultant completes carrying out the Requirements of the Contract and hereafter for a period of 36 months.	
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory tender briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No
g) Risk Assessment Tenderers must address the following information in an attachment and label it **"Risk Assessment"**: *i) An outline of your organisational structure inclusive of any branches and number of personnel.* *ii) If companies are involved, attach their current ASC company extracts search including latest annual return.* *iii) Provide the organisation's directors/company owners and any other positions held with other organisations.* *iv) Provide a summary of the number of years your organisation has been in business.* *v) Attach details of your referees. You should give examples of work provided for your referees where possible.* *vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.* *vii) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.* *viii) Do you intend to subcontract any of the Requirements? If Yes provide details of the subContractor(s) including; the name, address and the number of people employed; and the*	Yes / No

Part 5 COMPLETE AND RETURN THIS PART

Requirements that will be subcontracted. *ix) Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.* *x) Are you presently able to pay all your debts in full as and when they fall due?* *xi) Are you currently engaged in litigation as a result of which you may be liable for $50,000 or more? If Yes, please provide details.* *xii) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.* The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds "umbrella Insurance" please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within *5* days of acceptance.	Yes / No

5.2.2 Qualitative Criteria

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

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

Part 5 COMPLETE AND RETURN THIS PART

A. **ORGANISATIONAL CAPACITY** Tenderers must address the following information in an attachment and label it "**Organisational Capacity**":	**Weighting** **<15%>**	
The Contractor must demonstrate that it has the organisational capacity to perform the Contract including (where applicable) but not limited to: 1. A brief company profile; 2. A company structure; 3. A structure outlining the key positions for these Works; and 4. Specified Personnel: o Identify proposed specified personnel and/or subContractors who will be undertaking the Works and provide a brief curriculum vita for each of them; o Detail the availability of the proposed Specified Personnel for the Customer Contract during the Term; and o Briefly describe the skills and industry experience of all proposed Specified Personnel, especially how their experience relates to the requirements set out in Part A 2.2 – Scope of Works 5. A list of vehicles, machinery or equipment that will be used to undertake the Works	**"Organisational Capacity"**	**Tick if attached** ☐

B. **DEMONSTRATED EXPERIENCE** Tenderers must address the following information in an attachment and label it "**Demonstrated Experience**":	**Weighting** **<20%>**	
1. The Contractor must provide details of contracts for similar products and/or services provided for other clients. The Contractor must provide: i. A detailed description of the services provided; ii. Similarities between the previous contracts and this Request; and iii. When and where the previous contracts were performed. 2. The Contractor must provide a minimum of [2] referees in respects of the contracts details above. Referee details must include: • The referee's name and position; • Company name;	**"Demonstrated Experience"**	**Tick if attached** ☐

Part 5 COMPLETE AND RETURN THIS PART

• The contact telephone number; and • The contract or project title.		
Supply any other relevant details in an attachment and label it "**Demonstrated Experience**".		

C. METHODOLOGY Tenderers must address the following information in an attachment and label it "**Methodology**":	**Weighting** **<15%>**	
The Contractor must demonstrate their ability to complete the works in the required time frames and using a methodology that is to the satisfaction of the Shire of Chittering. Details of the methodology must include: • A full and realistic construction program that includes all relevant components of the works via a Gantt chart or similar. • A description of each of the stages of the program explaining the methodology applied and how time frames will be met. All time frames should be realistic and recognise the remote nature of the works. • A list and brief description of existing contract commitments and how these will affect your capacity to undertake these works. • A description of critical issues, perceived risks and quality control mechanisms used in undertaking the requirements and which may affect the construction program.	**"Tenderer's Methodology"**	**Tick if attached** ☐
Supply any other relevant details in an attachment and label it **"Methodology".**		

D. VALUE FOR MONEY Tenderers must address the following information in an attachment and label it "**Value for Money**":	**Weighting** **<40%>**	
The Contractor must offer a detailed budget, itemising the expenditure to construct trails identified by the Tenderer as Stage 1 of the Bindoon Mountain Bike Park network. The value of money will be assessed on the following expenditure items: 1. Labour 2. Materials 3. Equipment 4. Other costs	**"Value for Money"**	**Tick if attached** ☐

Part 5 COMPLETE AND RETURN THIS PART

Supply a detailed budget in an attachment labelled "**Value for Money**".		

E. LOCAL RESOURCES Tenderers must address the following information in an attachment and label it "**Local Resources**":	**Weighting** **<10%>**	
The Contractor must provide details of: 1. Details of any businesses (or the Tenderer's business itself) that are located within the Shire of Chittering that supply contracting services or products to the tenderer 2. Provide details of any staff of the Tenderer that live within the Shire of Chittering.	**"Local Resources"**	**Tick if attached** ☐
Supply any other relevant details in an attachment and label it **"Local Resources".**		

5.3 Price Information

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

5.3.1 Price Schedule

Progress Payment Number	Milestone Description	Date Subject to commencement date and work proceeding as outlined in the Contractors schedule.	Percentage (%) of total awarded contract value
1	Week 1 – Mobilisation.	1 September 2022	25
2	30% constructed		25
3	70% constructed		25
4	100% constructed	1 June 2023 (or earlier, if complete)	25

5.3.2 Price Basis.

This is a fixed priced tender, notwithstanding agreed variations in accordance with Section 2.5.

Part 5 COMPLETE AND RETURN THIS PART

5.3.3 Lump Sum

The sum shall fully cover all the obligations of the Contractor under the Contract. The trails must be broken down individually, clearly identifying the stage in construction and a total cost for each individual trail.

The Stage 1 works will include the construction of trails 1 through to 8 and Access Road.

Construction of these trails includes labour, materials and equipment,

Breakdown of Lump Sum for each trail identified as a priority to be included in Stage 1

Stage 1 trails include: Trails 1, 2, 3, 4, 5, 6, 7, 8 and Access Road

Part 5 COMPLETE AND RETURN THIS PART

Breakdown of Lump Sum for each trail identified as a priority to be included in Stage 1

Stage 1 trails include: Trails 1, 2, 3, 4, 5, 6, 7, 8, and Access Road

Trail No	Name	Length	Materials - Description	Materials $ (a)	Rate $ (Ex GST) (b)	Total $ (Ex GST) (c)
1.	Green Loop (walking and adaptive-friendly)	5,223m				
2	Green Link (walking and adaptive-friendly)	231m				
3.	Green Downhill	1,470 m				
4	Blue Downhill	1,502m				
5	Black Downhill	941 m				
6.	Blue XC	1,443m				
7.	Blue Downhill	1,229m				
8.	Black Downhill	959m				
Construction and Emergency Access Road	4WD Access Road	~1000 m				
Trails				Total (a)	Total b)	Total (c)
	Total Lump Sum Price (ex GST) (a) + (b) + (c)				$	

Part 5	COMPLETE AND RETURN THIS PART

	=		
	Total GST Component (a) + (b) + (c) =		$
	Total Lump Sum Price (inc GST) (a) + (b) + (c) =		$

Part 6 COMPLETE AND RETURN THIS PART

6 Contractor's Occupational Safety and Health Management System Questionnaire

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

OSH Policy and Management	**Yes**	**No**
Is there a written company Health and Safety Policy? If Yes, provide a copy of the policy.	☐	☐
Are Line Managers held accountable for Health and Safety performances?	☐	☐
Safe Workplace Practices and Procedures	**Yes**	**No**
Has the company prepared Job Safety Assessment (JSA) / Safe Work Method Statements (SWMS) or specific safety instructions relevant to its operations?	☐	☐
Are JSA/SWMS or specific safety instructions issued to employees? If Yes, explain how this is done. _____ _____ _____	☐	☐
Is an individual staff record maintained of all training and inductions programmes undertaken for employees in your company?	☐	☐
Occupational Safety and Health – COVID Safety Plan	**Yes**	**No**
Is there a written company COVID Health and Safety Policy?	☐	☐

Part 6 COMPLETE AND RETURN THIS PART

Safety and Health Performance Monitoring	Yes	No
Has the company ever been convicted of an Occupation Health and Safety offence? If Yes, provide details. _____ _____ _____	☐	☐

Part 7 COMPLETE AND RETURN THIS PART

7 Tenderer's Safety Record

Complete the following details and submit with your Tender labelled as "**Tenderer's Safety Record**".

Project	Date of Accident/Notice	Accident or Infringement Notice	Reason	Time Lost

Part 8 COMPLETE AND RETURN THIS PART

8 Project Reference Sheet

Complete the following details and submit with your Tender labelled as "**Project Reference Sheet**".

Name of Project	Value (approx.)	Date Started	Date Completed	Client	Referees Name	Telephone Number

Part 9	COMPLETE AND RETURN THIS PART

9 Tenderer's Resource Schedule

9.1 Tenderer's Current Commitment Schedule

Project	Description	Value as Let	Date Started	Referees Name Telephone Number

Part 9	COMPLETE AND RETURN THIS PART

9.2 Tenderer's Human Resources Schedule

Staff name	Title	Time in Role	Availability in Project

TENDER EVALUATION

Stage 1 Trails and Access Road, Bindoon Mountain Bike Park

RFT No: SC 22-003 **Prepared By:** Euan Martin

STATEMENT OF REQUIREMENTS

	1. Three Chillies Design		
Mandatory Tender Briefing/ Site Inspection YES/NO	Yes		
Tenderers Offer - completed and returned YES/NO	Yes		
Tender Date Received	5/08/2022		
Compliance Criteria completed and met YES/NO	Yes		
Insurances Attached?:			
(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. YES/NO	Yes		
(b). Motor Vehicle Insurance - $30 million in respect of any one occurrence and for an unlimited number of claims. YES/NO	Yes		
(c). Professional indemnity insurance - $5 million in respect of any one occurrence and for an unlimited number of claims YES/NO	Yes		
(d) Workers Compensation Insurance $50 million YES/NO			
Risk Assessment Attached? YES/NO	Yes		
A Organisational Capacity Completed YES/NO	Yes		
B Demonstrated Experience Completed? YES/NO	Yes		
C Methodology Completed? YES/NO	Yes		
D Value for money completed? YES/NO	Yes		
E Local Resurces Completed YES/NO	Yes		

General Comments All complies.

2 TENDERER'S OFFER

3.2 TENDERER'S RESPONSE	1. Three Chillies Design		
a) Tenderer has signed and completed the details that they will comply with the tender Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed (p31)	Yes		

General Comments

3.3 SELECTION CRITERIA

COMPLIANCE CRITERIA	1. Three Chillies Design		
(a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	**Yes**		
(b) Tenderers are to supply ALL insurance details - public liability, motor vehicle, professional indemnity and workers compensation	**Yes**		
(c) Compliance with the Specification contained in the Request.	Yes		
(d) Compliance with attendance at any mandatory tender briefing or site inspection.(Not formally required but relevant)	Yes		
(e) Compliance with the Quality Assurance requirement for this Request (not formally required but is relevant)	Yes		
(f) Compliance with Delivery Date	Yes		
(g) Risk Assessment	Yes		

General Comments - do they comply			

QUALITATIVE CRITERIA

A. ORGANISATIONAL CAPACITY 15%

Score out of 10 for each line

	1. Three Chillies Design		
a) Review the company profile	9		
b) Review the company structure	10		
c) Key positions outlined?	10		
d) Identify, detail and briefly describe experience of personnel	10		
e) Vehicles to be used listed	9.5		
General Comments	Demonstrated a relatively large workforce size. Three site supervisors and office staff demonstrate enough resources to oversee the project. A large amount of vehicles that can be used. Well prepared for the task ahead, more than substantial for the job.		
% Percentage Score (out of 15)	**14.6%**		

B. DEMONSTRATED EXPERIENCE 20%

Score out of 10 for each line

	1. Three Chillies Design		
Details of contracts for other trail building projects	8.5		
Two referees provided - all details	10		
General Comments			
% Percentage Score (out of 20)	**18.5%**		

C. METHODOLOGY 15%

Score out of 10 for each line

	1. Three Chillies Design		
Full and realistic construction program	10		
Stages and methodology explained and meeting brief, including Access Road.	9		

Listed and described current contracts. Will they affect capacity to deliver?	8		
Described potential critical issues, perceived risks and quality control mechanisms	8		
General Comments	Risks identified and mitigated at a simple level, light mention of their measure of impact. Mentioned current contracts but not when they are due to be complete which could affect delivery of this project. Multiple teams setup to accommodate for projects at the same time, with 100% supervision by a construction manager. Construction program appears realistic with each stage explained.		
% Percentage (out of 15)	**13.1%**		

D. VALUE FOR MONEY 40%

Score out of 10 for each line

	1. Three Chillies Design		
Labour	10		
Materials	10		
Equipment	10		
Other Costs	10		
General Comments	Costs were within the budget for the project.		
% Percentage	**40.0%**		

E. LOCAL RESOURCES 10%

Score out of 10

	1. Three Chillies Design		
Details of any businesses (or the Tenderer's business itself) that are located within the Shire of Chittering that supply contracting services or products to the tenderer	10		
Provide details of any staff of the Tenderer that live within the Shire of Chittering.	9		
General Comments	Three Chillies Design is a locally based business. They are using other local businesses where possible, but opportunities are limited. The proprietor is a local resident, but there is no indication of other local residents		
% Percentage	**9.5%**		

	1. Three Chillies Design		
% Percentage Totals	**95.7%**		

3.4 PRICE INFORMATION

Score from selection criteria

TOTAL

PRICE SCHEDULE - ex GST	1. Three Chillies Design		
Cost of works - Total Lump Sum Price $ - ex GST	$535,761.42		

6, 7, 8, 9 Misc.	1. Three Chillies Design		
OHS Standards compliant? YES/NO	YES		
Safety Record submitted and acceptable? YES/NO	YES		
Project Reference Sheet completed / checked? YES/NO	YES		
Safety Resource Schedule Completed? YES/NO	YES		

General Comments			
	References called: Alison Pritchard and Sarah Campbell from DBCA, Nicole Botica not available. Both have extremely positive experiences working with Three Chillies and would recommend.		

Decision Making Process

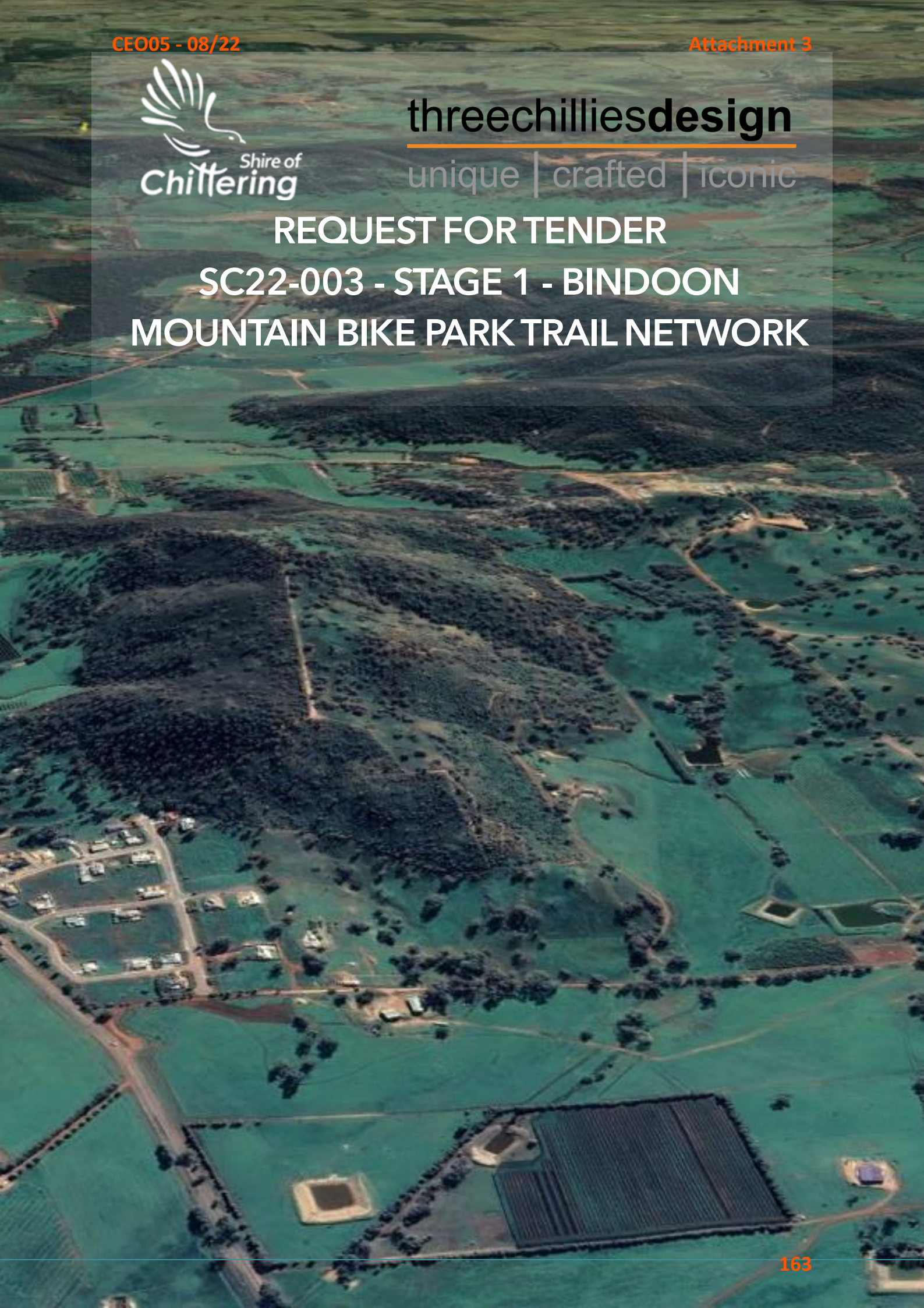
Analysis	1. Three Chillies Design		
TOTAL COST	**$535,761**		
TOTAL SCORE	**96%**		

Shire of Chittering

threechilliesdesign

unique | crafted | iconic

REQUEST FOR TENDER
SC22-003 - STAGE 1 - BINDOON MOUNTAIN BIKE PARK TRAIL NETWORK



Three Chillies Designs deliver cost-effective, tailored solutions that are proven to be successful community building projects.

Our team members are passionate about building excellent trails and getting Perth and WA recognised as a world class destination for riders and hikers of all levels.

Our projects are successful at bringing different demographics together in an accessible, affordable and highly enjoyable way.

Mr Euan Martin
Marketing
Shire of Chittering

5/08/2022

Request for Tender: Stage 1 – Bindoon Mountain Bike Park Trail Network

Dear Euan,

Thank you for the opportunity to quote on Stage 1 - Bindoon Mountain Bike Park Trail Network.

Three Chillies Design are exceptionally interested in designing and building the Stage 1 trails of the Bindoon Mountain Bike Park Trail Network behind the Chinkabee Precinct.

Our Design and Construction team have a wealth of experience and are reliable, capable, and great at what they do. Three Chillies are a local Chittering business, having operated from our property on Chittering Road for the last two decades. Having completed the Concept Plan for Bindoon, and having excellent knowledge of the site, and its complexities, we are perfectly equipped to deliver excellence to the Shire of Chittering on this project.

A lot more goes into building a Three Chillies trail than just moving dirt. We work with our clients to understand their needs, the constraints, and the project specifications at the design phase, and during construction. We combine this understanding with our expertise and honed skills in trail building. We have an absolute passion to deliver the best possible outcomes with the least fuss to the WA riding community and our clients.

We very much look forward to working with you on the Bindoon MTB Park Stage 1. Please find herewith our proposal for your consideration.

Warmest regards,

Paul Neve
Director
Three Chillies Design
ABN 19 645 713 248
admin@threechilliesdesign.com.au

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1 Tenderers Offer

1.1 Form of Tender

The Chief Executive Officer
The Shire of Chittering
6177 Great Northern Highway, Bindoon WA 6502

I/We (Registered Entity Name): **Three Chillies Design Pty Ltd**

of: **1373 Chittering Rd, Lower Chittering, WA, 6084**

ABN **19 645 713 248** ACN (if any) **645 713 248**

Telephone No: **0438 830 370** Facsimile No: _____

E-mail: **admin@threechilliesdesign.com.au**

In response to Request for Tender (RFT) *SC22-003 Stage 1 – Bindoon Mountain Bike Trail Network:*

1/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 ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is 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 5th day of **August** 20 22

Signature of authorised signatory of Tenderer:

Name of authorised signatory (BLOCK LETTERS): **Paul Neve**

Position: **Director**

Telephone Number: **0438 830 370**

Authorised signatory Postal address: **1373 Chittering Rd, Lower Chittering, WA, 6084**

Email Address: **admin@threechilliesdesign.com.au**

1.2 Selection Criteria

1.2.1 Compliance Criteria

DESCRIPTION OF COMPLIANCE CRITERIA	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	**Yes** / No
b) Tenderers are to provide current Insurance Information: *i) Public liability insurance - $20 million in respect of any one occurrence and for an unlimited number of claims.* *ii) Motor Vehicle Insurance - $30 million in respect of any one occurrence and for an unlimited number of claims.* *iii) Professional indemnity insurance - $5 million in respect of any one occurrence and for an unlimited number of claims.* *iv) Workers' Compensation Insurance - The Consultant shall ensure that it has adequate Worker's Compensation Insurance to cover the liabilities accepted by it under this Contract and for the period of this Contract, and shall provide written evidence of this to the Principal with their Tender. Insurance policy and cover shall be maintained until the Consultant completes carrying out the Requirements of the Contract and hereafter for a period of 36 months*	**Yes** / No and noted. Please refer Attachment 1
c) Compliance with the Specification contained in the Request.	**Yes** / No
d) Compliance with attendance at any mandatory tender briefing or site inspection.	**Yes** / No
e) Compliance with the Quality Assurance requirement for this Request.	**Yes** / No
f) Compliance with the Delivery Date.	**Yes** / No
g) Risk Assessment Tenderers must address the following information in an attachment and label it **"Risk Assessment"**:	**Yes** / No and noted. Please refer **Attachment 2** where we have fully addressed these questions

1.2.2 Qualitative Criteria

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

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

Noted

A. ORGANISATIONAL CAPACITY	Weighting <15%>
The Contractor must demonstrate that it has the organisational capacity to perform the Contract including (where applicable) but not limite to: 1. A brief company profile; 2. A company structure; 3. A structure outlining the key positions for these Works; and 4. Specified Personnel: i) Identify proposed specified personnel and/or subContractors who will be undertaking the Works and provide a brief curriculum vita for each of them; ii) Detail the availability of the proposed Specified Personnel for the Customer Contract during the Term; and iii) Briefly describe the skills and industry experience of all proposed Specified Personnel, especially how their experience relates to the requirements set out in Part A 2.2 – Scope of Works 5. A list of vehicles, machinery or equipment that will be used to undertake the Works	**"Organisational Capacity"** **Tick if attached** ☑

B. DEMONSTRATED EXPERIENCE	Weighting <20%>
1. The Contractor must provide details of contracts for similar products and/or services provided for other clients. The Contractor must provide: i) A detailed description of the services provided; ii) Similarities between the previous contracts and this Request; and iii) When and where the previous contracts were performed. 2. The Contractor must provide a minimum of [2] referees in respects of the contracts details above. Referee details must include: i) The referee's name and position; ii) Company name; iii) The contact telephone number; and iv) The contract or project title.	**"Demonstrated Experience"** **Tick if attached** ☑
Supply any other relevant details in an attachment and label it "**Demonstrated Experience**".	

C. METHODOLOGY	Weighting <15%>
The Contractor must demonstrate their ability to complete the works in the required time frames and using a methodology that is to the satisfaction of the Shire of Chittering. Details of the methodology must include: 1. A full and realistic construction program that includes all relevant components of the works via a Gantt chart or similar. 2. A description of each of the stages of the program explaining the methodology applied and how time frames will be met. All time frames should be realistic and recognise the remote nature of the works. 3. A list and brief description of existing contract commitments and how these will affect your capacity to undertake these works. 4. A description of critical issues, perceived risks and quality control mechanisms used in undertaking the requirements and which may affect the construction program.	**"Tenderer's Methodology"** **Tick if attached** ☑
Supply any other relevant details in an attachment and label it **"Methodology".**	

D. VALUE FOR MONEY	Weighting <40%>
The Contractor must offer a detailed budget, itemising the expenditure to construct trails identified by the Tenderer as Stage 1 of the Bindoon Mountain Bike Park network. The value of money will be assessed on the following expenditure items: 1. Labour 2. Materials 3. Equipment 4. Other costs Supply a detailed budget in an attachment labelled "Value for Money".	**"Value for Money"** **Tick if attached** ☑

E. LOCAL RESOURCES	Weighting <10%>
The Contractor must provide details of: 1. Details of any businesses (or the Tenderer's business itself) that are located within the Shire of Chittering that supply contracting services or products to the tenderer 2. Provide details of any staff of the Tenderer that live within the Shire of Chittering.	**"Local Resources"** **Tick if attached** ☑
Supply any other relevant details in an attachment and label it **"Local Resources".**	

1.3 Price Information

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

1.3.1 Price Schedule

Progress Payment Number	Milestone Description	Date Subject to commencement date and work proceeding as per Contractors schedule.	Percentage (%) of total awarded contract value
1	Week 1 – Mobilisation.	1 September 2022	25
2	30% constructed		25
3	70% constructed		25
4	100% constructed	1 June 2023 (or earlier, if complete)	25

Noted

1.3.2 Price Basis.

This is a fixed priced tender, notwithstanding agreed variations in accordance with Section 2.5.

Noted

1.3.3 Lump Sum

The sum shall fully cover all the obligations of the Contractor under the Contract. The trails must be broken down individually, clearly identifying the stage in construction and a total cost for each individual trail.

The Stage 1 works will include the construction of trails 1 through to 8 and Access Road. Construction of these trails includes labour, materials and equipment,
Breakdown of Lump Sum for each trail identified as a priority to be included in Stage 1

Stage 1 trails include: Trails 1, 2, 3, 4, 5, 6, 7, 8 and Access Road

Noted

1.3.4 Breakdown of Lump Sum for each trail identified as a priority to be included in Stage 1

Please find attached our pricing for Stage 1 - Bindoon Mountain Bike Park Trail Network. These assumptions have been made with the information available to us at the time of pricing.

At Three Chillies Design, we understand that we may not always be the cheapest contractor, but we do deliver excellence and the best value for money. We are easy to work with, and will deliver you best possible outcome for your investment. If you feel that our costing assumptions do not reflect your requirements, please get in touch.

We would love to deliver the Bindoon Mountain bike trails for the Shire of Chittering, and for you to experience the community and economic benefits of having one of our trails at your towns doorstep.

Trail No	Name	Description	Length (m)	Materials - Description	Materials $ (a)	Rate $ (Ex GST) (b)	Total $ (Ex GST) (c)
Overheads	Project Management					**$ 10,000.00**	
	Mobilisation activities					**$ 3,000.00**	
Trail 1	Green Loop	(walking and adaptive-friendly)	5223			$ 30.04	$ 156,872.81
Trail 2	Green Link	(walking and adaptive-friendly)	231			$ 30.04	$ 6,938.09
Trail 3	Green	Downhill	1,470			$ 32.04	$ 47,091.45
Trail 4	Blue	Downhill	1502			$ 36.02	$ 54,102.04
Trail 5	Black	Downhill	941			$ 41.02	$ 38,599.82
Trail 6	Blue XC	Cross Country	1443			$ 34.02	$ 49,090.86
Trail 7	Blue	Downhill	1229			$ 41.02	$ 50,413.58
Trail 8	Black	Downhill	959			$ 56.48	$ 54,159.53
4WD Access Track - Construction and Emergency Access	The Construction Access Road requires access along the western boundary of the mountain bike park as indicated. It will require the excavation of 130m of access road, in the off camber lower section, at 4m wide (including the tidying up of any batter), and the addition of two 6 metre wide culverts over two winter creeks, as well as any other enhancements required to access the site to the summit point for 4 wheel-drive construction and emergency vehicles		1	Pipework, Headwalls and fittings for off camber section	$ 15,333.25		
			1	Gravel and clay based road base @ 200 ton as an allowance to make 4m wide x 130m trafficable access across the off camber section to the worksite. Most of the remaining 870m of the trail alignment will be undertaken using existing soils on the trail alignment	$ 9,000.00		
			1000	Labour and Wet Hire (machinery includes Large Excavator, Loader, PosiTrack PT100 & PT60 and Site Tipper)		$ 41.16	$ 41,160.00
Trails (including Project Management and Mobilisation)				**Total**	**$ 24,333.25**	**$ 13,000.00**	**$ 498,428.17**

Total Lump Sum Price (ex GST) (a) + (b) + (c)	**$ 535,761.42**
Total GST Component (a) + (b) + (c) =	$ 53,576.14
Total Lump Sum Price (inc GST) (a) + (b) + (c) =	**$ 589,337.56**

2 Contractor's Occupational Safety and Health Management System Questionnaire

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

OSH Policy and Management	Yes	No
Is there a written company Health and Safety Policy? If Yes, provide a copy of the policy.	☑	☐
threechilliesdesign unique | crafted | iconic **HEALTH AND SAFETY POLICY STATEMENT** Three Chillies Design and its officers recognise that the health and safety of all workers and visitors is of the utmost importance and vital to the success of our business. As such we aim to continuously improve health and safety in the workplace through consultation and increased health and safety awareness of management and workers. Through the co-operative efforts of management and workers, we are committed to: • providing a safe environment for all workers and visitors to our workplace • providing and maintaining buildings, plant and equipment in safe working condition • supporting the on-going training and assessment of workers • developing, implementing and monitoring safe work practices • continuously improving the standards of health and safety in the workplace • managing risks in the workplace and • providing information, instruction and supervision. The focus of Three Chillies Design's health and safety management system is preventing hazards. We will develop a framework for health and safety management and a plan for systematic risk assessment and control of hazards, to progressively improve safe behaviours and safe systems of work across the business. Paul Neve Company Director _____ *On behalf of Three Chillies Design PTY LTD* Date: Monday 19th April 2021		

Are Line Managers held accountable for Health and Safety performances?	☑	☐
Safe Workplace Practices and Procedures	**Yes**	**No**
Has the company prepared Job Safety Assessment (JSA) / Safe Work Method Statements (SWMS) or specific safety instructions relevant to its operations?	☑	☐
Are JSA/SWMS or specific safety instructions issued to employees? If Yes, explain how this is done. Employees are provided all safety documentation as part of the induction process. On each job, the SWMS are reviewed and tailored to the requirements. On a daily basis, pre-start meetings are undertaken to discuss activities and how they are to be undertaken. We encourage a culture of safety first, at all times.	☑	☐
Is an individual staff record maintained of all training and inductions programmes undertaken for employees in your company?	☑	☐
Occupational Safety and Health – COVID Safety Plan	**Yes**	**No**
Is there a written company COVID Health and Safety Policy?	☑	☐
Safety and Health Performance Monitoring	**Yes**	**No**
Has the company ever been convicted of an Occupation Health and Safety offence? If Yes, provide details.	☐	☑

3 Tenderer's Safety Record

Complete the following details and submit with your Tender labelled as "**Tenderer's Safety Record**".

Project	Date of Accident/Notice	Accident or Infringement Notice	Reason	Time Lost
Forster Park Jump Track	19 February 2021		Bilateral Broken Wrists from bike accident	12 Weeks
Goat Farm	20 May 2021		Burns sustained from accidental water release during investigation of cavitating pump	4 days

4 Project Reference Sheet

Complete the following details and submit with your Tender labelled as "**Project Reference Sheet**".

Name of Project	Value (approx.)	Date Started	Date Completed	Client	Referees Name	Telephone Number
Nannup Mountain Bike Network Stages 1-3	$1M	2019	2022	Shire of Nannup	Nicole Botica	0408 887 275
Goat Farm MTB Park Phases 1-3	$1.235M	2019	2022	DBCA	Alison Pritchard	0458 099 210
Dwellingup Town Trails MTB Network	$ 585K	2022	2022 (pending)	DBCA	Sarah Campbell	0457 521 567

5 Tenderer's Resource Schedule

5.1 Tenderer's Current Commitment Schedule

Please find attached our commitments, current as at 3 August 2022. Existing Commitments

Three Chillies Design are currently working on a range of MTB trails and Jump and Pump tracks across WA. We are currently able to deploy up to six teams across our various commitments and where needed, scale these teams up or down depending on project life cycle, site and weather conditions and requirement to ramp up/down to meet contractual commitments.

We can deploy our designers onto your project as soon as we have the contract in place. We will use the depth of our design team to its full capability to make sure that you get the best trail designs possible.

The project will be headed up by our construction manager Peter Smythe, ex Nannup Trails Construction Manager and Jordan Prochyra, ex Goat Farm Construction Manager and Enduro World Series MTB racer.

Peter and Jordan would be supported by highly competent members of our team who are currently working on one or more of the mountain bike projects listed below.

Project	Description	Value as Let	Date Started	Referees Name, Telephone Number
Mountain Bike Facilities				
Department of Biodiversity, Conservation and Attractions	Dwellingup Town Trails	$585,731	Jan 2022	Sarah Campbell, 0457 521 567
	Kalamunda MTB Trails	$214,103	April 2022	Jamie Wright, 0421 677 332
	Sandpatch Windfarm Munda Biddi Trail	$425, 852	July 2022	Jarred Pedro, 0448 783 328
	Wellington National Park MTB Network Part C	$462,640	July 2022	David Lathwell, 0419 929 732
	John Forrest National Park Walk and Ride	$571,656	July 2022	Jamie Wright, 0421 677 332
Other Facilities				
Shire of Chittering	Spice Road, Bindoon Bike Track	$104,872	June 2022	Euan Martin, 08 9576 4634
MG Group	Bayswater Dirt Jumps at Wotton Reserve	$242,500	July 2022	Darryl Flammer, 0451 010 747

5.2 Tenderer's Human Resources Schedule

Staff name	Title	Time in Role	Availability in Project
Paul Neve	Director	16 years	Available any time throughout the project Approx. 2-4 hours per week directly
Bruce Ridley	Project Manager	5 years	Available throughout the project Approx. 4-8 hours per week directly
Jordan Prochyra	Construction Manager	3 years	100% - Jordan and Peter will co-manage the construction of the trails and access track, and supervise the construction team.
Peter Smythe	Construction Manager	2 years	
Lisa Barnes	Business Manager	18 months	Available throughout the project Approx. 2 hours per week directly
Jeff Pearce	Logistics and Operations	18 months	Available any time throughout the project Approx. 4-8 hours per week directly
Construction Team			During construction, we will have approximately 2 to 4 team members on site working on this project

Our Three Chillies Design team have global competency at designing, building, and riding world class MTB trails.

With local knowledge, and a highly capable team ready to work in Chittering,
we are ideally placed to successfully deliver Stage 1 of the Bindoon Mountain Bike Trails

Attachment 1. Insurances

We confirm we hold all the requisite insurances, as set out below. Certificates of Currency are included on the following pages.

Type	Insurer	ABN	Policy No	Insured Amount
Public and Product Liability	QBE Insurance (Australia) Limited	78 003 191 035	70A299450PLB	$20M
Workers Compensation including common law liability of $50M	SRG Group Pty Ltd	52 113 333 109	2944273GWC	Per legislation
Professional Indemnity Insurance	Allianz Australia Insurance Limited	15 000 122 850	161A001346PLP	$1M
Motor Vehicle Insurance	Please refer to Contractors insurance below. Should additional cover be required we will obtain a specific policy prior to Contract Commencement.			
Contract Works Insurance				
Contractors Plant & Machinery & Liability	Sura Plant & Equipment Pty Ltd as agent for Allianz Australia Insurance Limited	85 087 238 837	R-C-CPE-15414	$30M

Certificates of Currency

QBE

Certificate of Currency

This certificate acknowledges that the Policy referred to is in force for the period shown. Summary of cover is listed below.

This Certificate is subject to the terms, Definitions, Conditions and Exclusions of this Policy.

DATE:	2/03/2022	
POLICY NUMBER:	70A299450PLB	
YOU/YOUR/INSURED:	Paul Neve t/a Neve Contracting & Three Chillies Trail Design	
PERIOD OF INSURANCE:	From: 4.00pm on 28/02/2022 to: 4.00pm on 28/02/2023	
POLICY:	General Public and Product Liability Insurance Policy	
LIMIT OF LIABILITY:	**Public Liability:**	$20,000,000 any one Occurrence
	Products Liability:	$20,000,000 any one Occurrence and in the aggregate during any one Period of Insurance
WORDING:	QM2316-0719 Austbrokers Broadform Liability Policy and agreed endorsements where applicable	
NOTING:		

Issued by: QBE Australia

Underwriter: Shelley Gardiner

QBE Insurance (Australia) Limited ABN 78 003 191 035, AFS Licence No. 239545
Level 5, 2 Park Street
Sydney New South Wales 2000

QM6333-0815

Allianz

Professional Indemnity Insurance
Certificate of Currency

Policy Number : 161A001346PLP

Important Information

This is to certify that the following **Policy** reference is current, as at the 1 March 2022.

This Certificate provides a summary of the **Policy** cover and is not intended to amend, extend, replace or override the **Policy** terms and conditions contained in the actual **Policy** document.

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder.

Insured
Paul Neve T/A Neve Contracting
Trading as Neve Contracting and Three Chillies Design

Insurer
Allianz Australia Insurance Limited
AFS Licence No. 234708
ABN 15 000 122 850

Period of Cover
Effective Date 4pm on 28/02/2022
Expiry Date 4pm on 28/02/2023

Policy Type: Professional Indemnity Policy - Architects

Limit of Indemnity:
$1,000,000 any one claim, **$6,000,000** in the aggregate any one period of cover

Professional Business:
Occupation
Architect - Drafting & Design of Mountain Bike Tracks

Deductible (a) each claim inclusive of costs $2,500

Retroactive Date 20/06/2015

Workers' Compensation Insurance
Certificate of Currency

ZURICH

Level 2, 58 Kings Park Road
West Perth, Western Australia, 6005
Telephone: 08 9261 1599
Fax: 08 9261 1395
www.zurich.com.au

1. Statement of coverage
The following insurance policy covers the employer's liability under the Workers' Compensation and Injury Management Act 1981.

Period of Insurance from: 28/02/2022 to 28/02/2023

The information provided in this certificate is correct as at: 01/03/2022

2. Employer's information

Policy Number	2944273GWC
WorkCover Number	WC05479264
Legal Entity Name	Neve Paul
Trading Name	Neve Contracting Three Chillies Trail Design
ABN	

Premium (Industry) Classifications (2006)	Effective Date	Expiry Date
32120 Site Preparation Services	28/02/2022	28/02/2023

3. Important information
This policy commences and finishes at 4.00pm on the dates specified above.

Employers are required to ensure a valid certificate of currency is available for inspection at their principal office or place of business.

Zurich Australian Insurance Limited
ABN 13 000 296 640

SURA PLANT AND EQUIPMENT
LEVEL 14 / 141 WALKER ST
NORTH SYDNEY NSW 2060
PO BOX 1813
NORTH SYDNEY NSW 2059
TELEPHONE: 02 9930 9500
WWW.SURA.COM.AU

SURA PLANT AND EQUIPMENT

MOBILE PLANT AND MACHINERY INSURANCE

CERTIFICATE OF CURRENCY

Attn: Liam Hodgkinson — Date of Issue: 3 May 2022

This Certificate of Currency has been issued by the Insurer and confirms that on the Date of Issue the Policy is current for the Period of Insurance and sums insured and other limits as shown herein.

This Certificate of Currency is issued as a record of information on the Date of Issue only and confers no rights upon its holder. This Certificate of Currency does not form part of the terms and conditions of the Policy and does not amend, extend, replace or alter the terms, conditions, definitions, limitations and exclusions noted therein.

This Certificate of Currency is a summary only of the cover provided and is current only at the Date of Issue. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice.

Certain words used in this document and the Policy have special meanings that are set out in the Definitions Applicable to all Sections of the PDS and Policy wording or are defined in other Policy documentation. Please read the PDS, the Schedule and any other documents that form part of the Policy for the terms, conditions, limits and exclusions of cover:

CLASS OF RISK	Mobile Plant & Machinery and Liability Insurance
POLICY NUMBER	R-C-CPE-15414
INSURED	Paul Neve T/As Neve Ceilings
BUSINESS	Excavation Contractors Earthmoving / Excavation Contractors including Bush Track Building & Maintenance
POLICY PERIOD	29 April 2022 to 30 November 2022 expiring at 4.00pm local time

SECTION ONE - MATERIAL DAMAGE — INSURED

Insured Items Schedule

Year of Make	Item Description	Serial No.	Vin No. / Chassis No.	Reg. No.	Sum Insured (Section One)
2006	ASV Positrack RC60 Loader w/ M6 Hayley Rake & Digga Slasher	M66A649 & 0707002	VIN: 703422M	Unreg.	$62,000
2013	Terex TC19 Mini Excavator w/ Buckets & Blade	Ser: TC19SR0751	VIN: 89294	Unreg.	$44,592
2013	Terex Posi Track Loader W/ Norm 4 in 1 Flat Floor Bucket, 450Lt Mixer Bucket (I/P: Westpac Banking Corporation)	E/N: NH38988JU0711 43U S/N: DTM00139		Unreg	$74,000
2007	FUSO Fighter 14 Tray TRUCK	E/N: 6M60118204	VIN: JLFFN63FUOKJ00007	1ETB688	$43,640
2017	FWR Single Axle Tag Trailer	TBA	6K9SATAG0HC292062	TBA	$24,080
2017	SMLTR1000 Paddock Tracked Mini Loader & Attachments	SMLTR1000-323 S0605	E/N: 1701111108247	Unreg.	$22,998
2012	Terex PT-50 Posi Track Loader	Ser:	Eng:	Unreg.	$27,000

SURA PLANT AND EQUIPMENT
LEVEL 14 / 141 WALKER ST
NORTH SYDNEY NSW 2060
PO BOX 1813
NORTH SYDNEY NSW 2059
TELEPHONE: 02 9930 9500
WWW.SURA.COM.AU

SURA PLANT AND EQUIPMENT

		ASVPT050P2WS03618	GN657721N756697V		
2013	Mazda BT-50 Utility	E/N: P5AT1044360	VIN: MM0UP0YF100155179	1CMA619	$25,990
2018	Eurocomach ES35ZT Mini Excavator with 450mm, 600mm, 1200mm Bucket, Hitch, Ripper	Ser: CT10318	Eng: 7HA8400	Unreg.	$53,000
2018	ASV RT-30 Posi Track Loader	Ser: ASVRT030AJDS08136	Eng: GK71056N416645D	Unreg.	$61,399
2019	Eurocomach ES18ZT Excavator	Ser: CD02180	Eng: G1713	Unreg.	$35,250
2020	Takeuchi TB217R Mini Excavator	Ser: 215003848	Eng: P8004	Unreg.	$43,150
2015	Terex PT-100G Posi Track Loader W/ 981mm ED GP Bucket with BOCE	Ser: ASVPT100V4WS00742	Eng: NH38988U210323X	Unreg.	$51,000
2013	MAZDA BT-50 UP0YF1 XT CC M 6sp 3.2DT	Eng: P5AT1050908	MM0UP0YF100163495	1HFF912	$19,990
2021	TAKEUCHI Mini Excavator TB217R	Ser: 215004074	Eng: Q2992	Unreg.	$53,440
2021	ASV RT-40 Posi-Track Loader W/ 1370mm GP Bucket with BOCE Norm Cross Flow Bucket with Front BOE	Ser: ASVRT040EMDS01601	Eng: IJ497250007LF1110	Unreg.	$84,770
2017	Terex PT-50 Posi Track Loader	Ser: ASVPT50TEHRS03863	Eng: GP65720N703053B	Unreg.	$48,000
2015	Komatsu WA200PZ-6 Wheel Loader with quickhitch, autolube,GP bucket, forks, jib, E stops	Eng: 4D10726640769	VIN: KMTWA105PFA073216	1EXW615	$78,119
2020	Brian James Plant Trailer	N/A	N/A	1TVS552	$8,500
2006	Kpbelco SK70SR Excavator	Ser: YT0409093	Eng: 4591310553	Unreg	$43,000
2013	Mazda BT50	Eng: P5AT1058890	Vin MM0UP0YF100172975	1EFK160	$23,089
2013	Mazda BT50	Eng: P5AT1050388	VN: MM0UP0YF100162759	1ELT253	$28,620
2013	Terex TX19 Excavator	Eng: 96446	Ser: TC19SR0900	Unreg	$25,000
2014	MAZDA BT-50 UP0YF1 XTR Ute DC 4dr SA 6sp 4x4 1097kg 3.2DT	Eng:P5AT111745 3	MM0UP0YF100224511	1GKB885	$28,500
2014	Hino GT500 4x4 Dual Cab Flat Top Truck With ROPS & Tail Lift, Interested Party - Metro Finance Pty Ltd	Eng:08EVE10806	HDGT8JKMXXX10592	1EOR499	$65,000
2022	Schibeci ST1000 Stabilizer	S/N 024-000258	N/A	Unreg	$48,500
2020	Mazda BT50 XTR (4x4) Auto Dual Cab P/Up DT4 Ute, Interested Party - Capital Finance Australia Ltd.	E/N:VF4963	MP2TFS40JNT000143	BKT195	$55,909
			Total Sum Insured		**$1,178,536**

Section One - Interested Parties

Capital Finance Australia Ltd
Westpac
Metro Finance Pty Ltd

SURA PLANT AND EQUIPMENT
LEVEL 14 / 141 WALKER ST
NORTH SYDNEY NSW 2060
PO BOX 1813
NORTH SYDNEY NSW 2059
TELEPHONE: 02 9930 9500
WWW.SURA.COM.AU

SECTION TWO - REGISTERED INSURED ITEM LIABILITY INCLUDING CTP GAP COVER — INSURED

LIMIT OF LIABILITY **$30,000,000** any one Occurrence, unlimited any one Policy period

This policy includes a Principals Indemnity provision, refer to Definitions Applicable to All Sections 'You/Your' Section b) iii) of the PDS and Policy Wording

Section Two - Noted Principals

Capital Finance Australia Ltd
Westpac
Metro Finance Pty Ltd

SECTION THREE - BROADFORM LIABILITY — NOT INSURED

Section Three - Noted Principals

Capital Finance Australia Ltd
Westpac
Metro Finance Pty Ltd

INSURER Allianz Australia Insurance Limited ABN 15 000 122 850 AFSL 234708

Yours faithfully

Stephen Borg
National Manager
SURA Plant & Equipment

For SURA Pty Ltd acting under a binder as an agent of Allianz Australia Insurance Limited

Attachment 2. Risk Assessment

Organisational Structure & Company Information

i) An outline of your organisational structure inclusive of any branches and number of personnel.
ii) If companies are involved, attach their current ASC company extracts search including latest annual return.
iii) Provide the organisation's directors/company owners and any other positions held with other organisations.
iv) Provide a summary of the number of years your organisation has been in business.

Company Profile

Three Chillies Design is a highly reputable mountain bike trail design and construction company. We specialise in providing a range of cycling and hiking trails and infrastructure in Western Australia, at a fair price.

Three Chillies Trails was established by Paul Neve in 2006 and rebranded to Three Chillies Designs in 2021. Paul has a passion for making trails and tracks that are inherently ridable, accessible and always fun. He has spent the last 15 years specifically in the development of mountain bike trails, dirt jumps and pump tracks, backing this up with over 25 years' experience in the building industry as a contractor and supervisor.

We are a small business, currently with 21 employees, and growing, with our head office based in Chittering, WA. We also have an office in Nannup, in the state's South West, and a metro based laydown and workshop at Bellevue.

We are proud to be regarded as the best bike-centric trail and track builder in Australia. Although we are regularly sought for interstate and overseas projects, we are staying right here, in Western Australia.

Designing and building mountain bike trails is our core business

Financial Information (ASIC Extract, Return, P&L)

2022 *ASIC Extract*, and *2021 Company Return* is provided for reference. We have also attached our draft 2022 P&L which is currently under review.

Please note:

i. On 1 April 2021 Three Chillies Trails went from *sole trader* to Three Chillies Design, the *company*
ii. Demand for our services has grown exponentially since January 2021.

THREE CHILLIES DESIGN PTY LTD
645 713 248

COMPANY PROFILE AT 03/08/2022

Company Details

ACN 645 713 248	**Company Type** Proprietary Company (PROP) Limited By Shares	**SMSF Trustee** NO	**Company Class** SHARES	**Reference Number**
Date of incorporation 06/11/2020	**Home Unit Co** NO	**State of Registration** Western Australia	**Non Profit Co** NO	**Family Group**

Company Addresses

Registered Office C/- WESTCOURT FAMILY BUSINESS ACCOUNTANTS '2' 116 RO E STREET, NORTHBRIDGE, WA 6003	**Business Address** 1373 CHITTERING ROAD, LOWER CHITTERING, WA 6084

Officers

Paul Neve (Director and Secretary)

Address 1373 CHITTERING ROAD, LOWER CHITTERING, WA 6084

Date of Birth 25/06/1962	**Place of Birth** MOUNT LAWLEY, WA	**Appointment Date** DIR - 06/11/2020, SEC - 06/11/2020

Issued Capital

Share Class	Share Code	Number of Shares Issued	Paid Up Value	Unpaid Value
ORD	ORD	1,000	$1,000.00	$0.00

Members

Member	Beneficial Owner	Number Of Shares
Paul Neve 1373 CHITTERING ROAD, LOWER CHITTERING, WA 6084	Not B/O (ATF THE THREE CHILLIES TRUST)	1,000 ORD

COMPANY TAX RETURN — Three Chillies Design Pty Ltd

Company Tax Return 2021

1 Jul 2020—30 Jun 2021 — TFN Recorded

PART A ELECTRONIC LODGMENT DECLARATION (FORM C)

This declaration is to be completed where the tax return is to be lodged to the ATO electronically. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy
Taxation law authorises the ATO to collect information including personal information about the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy.

Electronic Funds Transfer – Direct Debit
Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax File Number	Name of Company	Year
TFN Recorded	Three Chillies Design Pty Ltd	2021

Important
Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Authorisation
By signing this document, I authorise my tax agent to electronically transmit this tax return.

Declaration - I declare that:
- the information provided to my registered tax agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Signature of public officer	Date

PART D TAX AGENTS CERTIFICATE (SHARED FACILITIES USERS ONLY)

Client Ref	Agent Ref No.	Contact Name	Contact No.
	25282879	Westcourt Pty Ltd	0892218811

Declaration - I declare that:
- I have prepared this tax return in accordance with the information supplied by the public officer.
- I have received a declaration made by the entity that the information provided to me for the preparation of this tax return is true and correct.
- I am authorised by the public officer to lodge this tax return, including any applicable schedules.

Agent's Signature	Date

Company Tax Return 2021 — THIS FORM CANNOT BE LODGED AS A PAPER REPRESENTATION OF THE FORM — Page 1 of 5

COMPANY TAX RETURN — Three Chillies Design Pty Ltd

Company Tax Return

2021

1 Jul 2020—30 Jun 2021

TFN Recorded

COMPANY DETAILS

Tax File Number	Australian Business Number	Final tax return
TFN Recorded	19 645 713 248	No
Company name	**Previous company name**	**In liquidation**
Three Chillies Design Pty Ltd		No
Australian Company Number	**Australian Registered Body Number (ARBN)**	

CURRENT POSTAL ADDRESS	PREVIOUS POSTAL ADDRESS	BUSINESS ADDRESS
PO Box 3136		1373 Chittering Road
East Perth		LOWER CHITTERING
State / **Postcode**	**State** / **Postcode**	**State** / **Postcode**
WA 6892		WA 6084
Country - if not Australia	**Country - if not Australia**	**Country - if not Australia**

YOUR BANKING INFORMATION (EFT DETAILS)

BSB Number	Account Number	Account Name

TAX AGENT CONTACT DETAILS

Agent Name	Agent Ref Number	Contact Number
Westcourt Pty Ltd	25282879	0892218811

PUBLIC OFFICER CONTACT DETAILS

Title	Given name	Other given names	Family name
Mr	Paul		Neve
Suffix	**Phone area code**	**Phone number**	**Contact name**
	08	92218811	Craig Seddon

2 DESCRIPTION OF MAIN BUSINESS ACTIVITY		Landscape construction
Industry code	B	32910
3 STATUS OF COMPANY		
Residency		C1 - Resident
Type of company		D9 - Private
Status of business		E3 - Commenced business
Small business entity		Yes
Base rate entity		Yes
Significant global entity		No
Country by country reporting entity		No

Information statement

6 CALCULATION OF TOTAL PROFIT OR LOSS		
Income		
Other sales of goods and services	C	$1,043,007.00
Gross interest	F	$2.00
Total Income	S	**$1,043,009.00**
Expenses		
Cost of sales	A	$718,691.00
Contractor, sub-contractor and commission expenses	C	$71,442.00
Superannuation expenses	D	$41,761.00
Rent expenses	H	$13,672.00
Depreciation expenses	X	$1,105.00
Motor vehicle expenses	Y	$786.00
Repairs and maintenance	Z	$42,889.00
All other expenses	S	**$48,009.00**
Total expenses	Q	**$938,355.00**
Total Profit (S minus Q)	T	**$104,654.00**

Reconciliation

7 RECONCILIATION TO TAXABLE INCOME OR LOSS		
Total profit or loss amount shown at T item 6	T	$104,654.00
Did you have a CGT event during the year?	G	No
Losses carried forward		
Net Capital Losses from Collectables		$0.00
Other Net Capital Losses		$0.00
Non-deductible expenses	W	$43,114.00
Subtotal		**$43,114.00**

COMPANY TAX RETURN — Three Chillies Design Pty Ltd

Less		
Deduction for decline in value of depreciating assets	F	$32,760.00
Subtraction items subtotal		**$32,760.00**
Taxable/net income	T	**$115,008.00**

Financial Information

8 FINANCIAL AND OTHER INFORMATION		
Trade debtors	C	$415,723.00
All current assets	D	$583,842.00
Total assets	E	$615,498.00
Trade creditors	F	$234,017.00
All current liabilities	G	$539,745.00
Total liabilities	H	$539,745.00
Closing franking account balance	M	$0.00
Total salary and wage expenses	D	$440,082.00
Code		C

Other Information

14 PERSONAL SERVICES INCOME		
Does your income include an individual's personal services income?	N	No
25 REPORTABLE TAX POSITION		
Are you required to lodge a reportable tax position schedule?	B	No
26 DID YOU HAVE ANY TRANSACTIONS OR DEALINGS WITH INTERNATIONAL RELATED PARTIES?		
Such transactions or dealings include the transfer of tangible or intangible property and any new or existing financial arrangements	X	No
27 WAS THE AGGREGATE AMOUNT OF THE TRANSACTIONS OR DEALINGS WITH INTERNATIONAL RELATED PARTIES		
Including the value of property transferred or the balance outstanding on any loans greater than $2 million?	Y	No
28 OVERSEAS INTERESTS		
Did you have overseas branch operations or a direct or indirect interest in a foreign trust, foreign company, controlled foreign entity or transferor trust?	Z	No
29 THIN CAPITALISATION		
Did the thin capitalisation provisions apply?	O	No
30 TRANSACTIONS WITH SPECIFIED COUNTRIES		
Did you directly or indirectly send to, or receive from, one of the countries specified in the instructions, any funds or property OR Do you have the ability or expectation to control, whether directly or indirectly, the disposition of any funds, property, assets or investments located in, or located elsewhere but controlled or managed from one of those countries?	I	No

COMPANY TAX RETURN — Three Chillies Design Pty Ltd

Calculation statement

Taxable or net income		A	$115,008.00
Tax on taxable or net income		T1	$29,902.08
R&D recoupment tax		M	
Gross tax	(T1 plus M)	B	$29,902.08
Non-refundable non-carry forward tax offsets		C	$0.00
Subtotal 1	(B less C - cannot be less than zero)	T2	$29,902.08
Non-refundable carry forward tax offsets		D	
Subtotal 2	(T2 less D - cannot be less than zero)	T3	$29,902.08
Refundable tax offsets		E	
Subtotal 3	(T3 less E - cannot be less than zero)	T4	$29,902.08
Franking deficit tax offset		F	
Tax Payable	(T4 less F - cannot be less than zero)	T5	$29,902.08
Section 102AAM interest charge		G	
Eligible credits		H	
Credit for interest on early payments – amount of interest	H1		
Credit for tax withheld – foreign resident withholding (excluding capital gains)	H2		
Credit for tax withheld where ABN is not quoted	H3		
Tax withheld from interest or investments	H4		
Credit for TFN amounts withheld from payments from closely held trusts	H5		
Other credits	H7		
Credit for foreign resident capital gains withholding amounts	H8		
Tax offset refunds (Remainder of refundable tax offsets)		I	$0.00
PAYG instalments raised		K	
Amount payable		S	**$29,902.08**
Hours taken to prepare and complete this return			

Profit and Loss

Three Chillies Design Pty Ltd
For the 12 months ended 30 June 2022

	Jun-22	Jun-21
Income		
200 - Sales	2,951,901	859,972
201 - Materials sales	(1,949)	21,434
202 - Labour sales	-	161,600
260 - Other Revenue	18,600	-
270 - Interest Income	48	2
SQ-200000 - Square Sales	1,715	-
SU200 - Sales_ SHUTTLE UP	32,087	-
Total Income	**3,002,403**	**1,043,009**
Less Cost of Sales		
310 - Cost of Goods Sold	76,618	1,640
311 - Equipment Hire (non Neve)	800	12,857
312 - Equipment Lease Neve	657,550	131,900
313 - Materials	369,852	111,641
314 - Plant running costs	102,989	15,918
413 - Contractor	315,713	71,442
425 - Freight & Courier	2,450	1,233
428 - Consumables	14,437	3,420
477 - Wages and Salaries	1,194,375	440,082
Total Cost of Sales	**2,734,783**	**790,133**
Gross Profit	**267,620**	**252,876**
Plus Other Income		
180 - Fuel Tax Rebates	14,620	-
Total Other Income	**14,620**	**-**
Less Operating Expenses		
400 - Advertising	7,214	2,273
404 - Bank Fees	666	224
408 - Cleaning	650	-
410 - Computer Expenses	95	234
412 - Consulting & Accounting	19,573	7,313
416 - Depreciation	-	1,105
420 - Entertainment	3,448	248
422 - Fines & Penalties	666	-
429 - General Expenses	23,087	6,977
433 - Insurance	7,523	17,345
437 - Interest Expense	8,768	-
441 - Legal expenses	618	-
445 - Light, Power, Heating	1,322	-
449 - Motor Vehicle Expenses	16,832	786
453 - Office Expenses	11,624	2,634
469 - Rent	65,504	13,672
473 - Repairs and Maintenance	170,790	42,889

DRAFT

Profit and Loss

	Jun-22	Jun-21
476 - Software	17,616	-
478 - Superannuation	118,020	41,761
485 - Subscriptions	2,918	-
489 - Telephone & Internet	5,758	221
490 - Tools and replacements	18,351	10,540
493 - Travel - National	1,815	-
SQ-300000 - Square Fees	73	-
Total Operating Expenses	**502,932**	**148,222**
Operating Profit	**(220,693)**	**104,655**
Non-operating Expenses		
505 - Income Tax Expense	-	29,902
Total Non-operating Expenses	**-**	**29,902**
Net Profit	**(220,693)**	**74,752**

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Referees

Please find below an extract of just three referees. We can provide more Referees on request.

Referee 1	
Referee's Name	Ms Nicole Botica
Referee's Position	Community & Economic Development Officer
Company Name	Shire of Nannup
Contact Telephone Number	0408 887 275
Contract or Project Title	Nannup MTB Trail Network Stages 1 and 2, Design and Construct

Referee 2	
Referee's Name	Ms Sarah Campbell
Referee's Position	Project Manager
Company Name	DBCA
Contact Telephone Number	0457 521 567
Contract or Project Title	Dwellingup Town Trails

Referee 3	
Referee's Name	Ms Alison Pritchard
Referee's Position	Project Manager
Company Name	Department of Biodiversity, Conservation and Attractions
Contact Telephone Number	0428 279 432
Contract or Project Title	Goat Farm Redevelopment Phases 1, 2, and 3 Design and Construct

Acting as an agent

v) *Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.*

No, we are not acting as an agent

Trustee of a trust

vi) *Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.*

No, we are not acting as trustee for a trust

Subcontracting of work

vii) *Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.*

No, we are subcontracting any of the works

Conflict of Interest

ix) *Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.*

Paul, being a Chittering local business owner and long time provider of services to the Shire of Chittering, does know many people at the Shire. These relationships are highly professional in nature and will never result in a conflict of interest.

Financial ability

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

Yes

xi) *Are you currently engaged in litigation as a result of which you may be liable for $50,000 or more? If Yes, please provide details.*

No – we have never been engaged in litigation.

xii) *In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.*

This information has been provided and detailed above on Page 24.

Insurance

xiii) *The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds "umbrella Insurance" please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 5 days of acceptance.*

This information has been provided and detailed in Attachment 1 – Insurances

Attachment 3. Organisational Capacity

The Contractor must demonstrate that it has the organisational capacity to perform the Contract including (where applicable) but not limited to:

1. *A brief company profile;*
2. *A company structure;*
3. *A structure outlining the key positions for these Works; and*
4. *Specified Personnel:*
    - *Identify proposed specified personnel and/or subcontractors who will be undertaking the Works and provide a brief curriculum vita for each of them;*
    - *Detail the availability of the proposed Specified Personnel for the Customer Contract during the Term; and*
    - *Briefly describe the skills and industry experience of all proposed Specified Personnel, especially how their experience relates to the requirements set out in Part A 2.2 – Scope of Works*
5. *A list of vehicles, machinery or equipment that will be used to undertake the Works*

Company Profile

Three Chillies Design is a highly reputable mountain bike trail design and construction company. We specialise in providing a range of cycling and hiking trails and infrastructure in Western Australia, at a fair price.

Three Chillies Trails was established by Paul Neve in 2006 and rebranded to Three Chillies Designs in 2021. Paul has a passion for making trails and tracks that are inherently ridable, accessible and always fun. He has spent the last 15 years specifically in the development of mountain bike trails, dirt jumps and pump tracks, backing this up with over 25 years' experience in the building industry as a contractor and supervisor.

We are a small business, currently with 21 employees, and growing, with our head office based in Chittering, WA. We also have an office in Nannup, in the state's South West, and a metro based laydown and workshop at Bellevue.

We are proud to be regarded as the best bike-centric trail and track builder in Australia. Although we are regularly sought for interstate and overseas projects, we are staying right here, in Western Australia.

Designing and building mountain bike trails is our core business

Company Structure

Our employees are our biggest asset. In our team we have:

- A brilliant core team of highly experienced trail construction managers and trail builders
- Talented craftsman whose skills aren't just in trail building and designing. We have carpenters, fabricators, builders, master machine operators, previous small business owners, electricians, bricklayers, and more.

- A multi talented "behind the scenes" support team, whos capabilities are wide reaching. Their broad base skills ensure that our clients continue to receive excellent documentation and support, while keeping our overheads to a minimum.
- On top of this, we have an impressive combined global riding experience with multi-world record and podium holders and an amazing group of Western Australian locals, who are active community leaders, inspiring coaches, parents and mentors of young riders.

This gives us unparalleled expertise and knowledge across all capabilities and riding/active pursuit disciplines, and also across many of the communities of WA. We apply this broad knowledge to every project. We greatly value our team members, and could not be doing what we do without them.

We are uniquely placed and have the PROVEN capacity and capability to continue our great work on Stage 1 - Bindoon Mountain Bike Park Trail Network and make the trail a go-to destination for riders north of Perth.

Paul Neve, Three Chillies Design's Director, is a Chittering local, and continuously involved in all aspects of the project's lifecycle. Paul mentors and supports our highly skilled construction supervisors, who work on fulfilling the requirements of their assigned projects, organising, scheduling, and managing the work independently.

The team - with their international and local knowledge, our demonstrated experience with similar works are ideally placed to **meet**, and **exceed** your requirements.

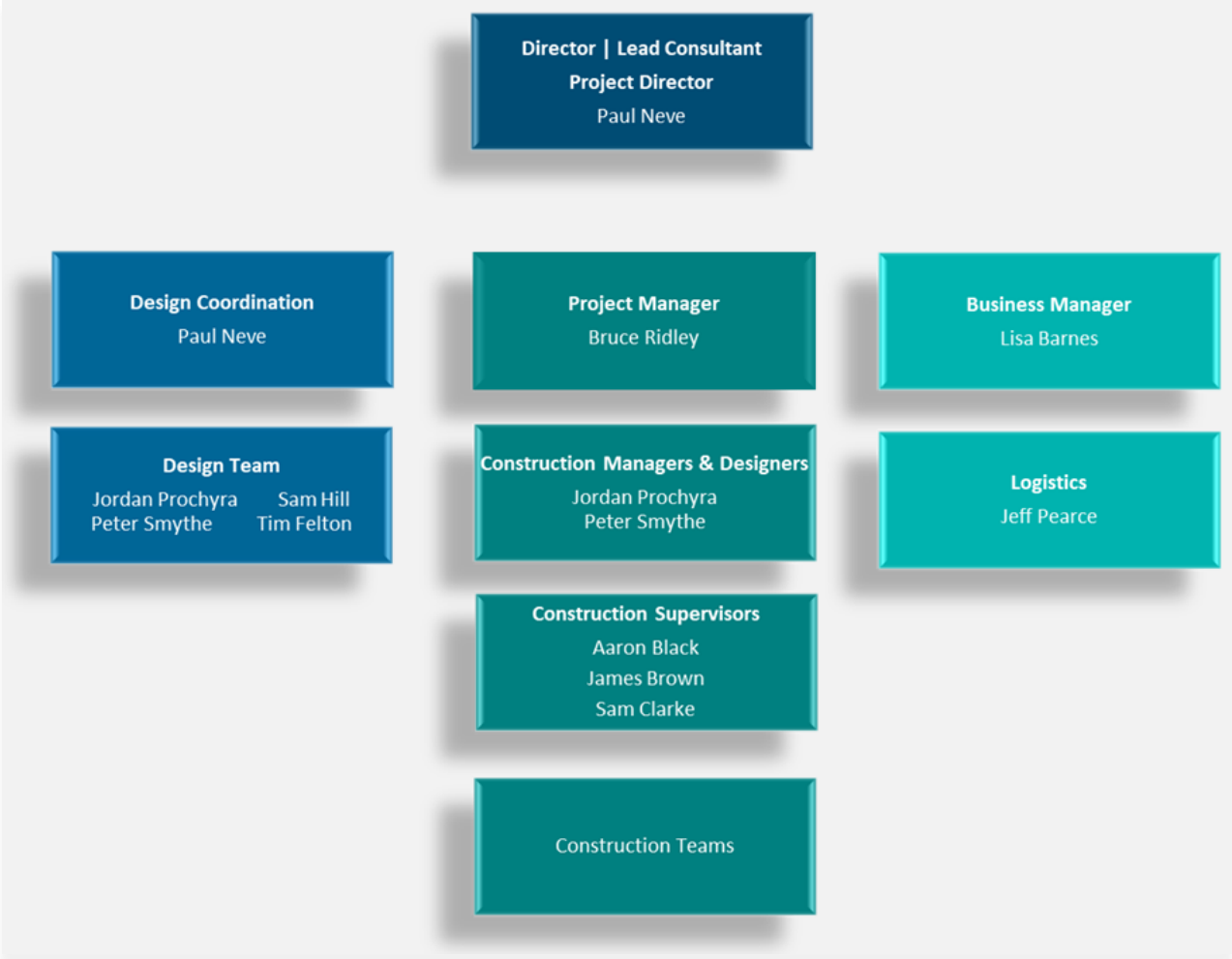


Figure 1 - High level Organisational Chart – Team leads

Key positions for these works

Three Chillies Design deploy three to six teams across our various commitments and where needed, scale these teams up or down depending on project life cycle, site and weather conditions and requirement to ramp up/down to meet contractual commitments.

We will assign a team with the following capability to ensure this work meets your requirements:

- Project Director
- Project Manager
- Construction Manager
- Construction Team
- Business Manager | Client Liaison
- Logistics and Operations Manager (including OHS)

Our Project and Construction Managers and their teams are mentored and enabled by Paul Neve. They are supported by our business and logistics team, who sort out any issues behind the scenes, leaving our construction teams to concentrate on what they do best.

For further details of some of our talented Three Chillies Design team members, please refer to Attachment 8.

Specified Personnel

We would be able to deploy our team onto the Stage 1 - Bindoon Mountain Bike Park Trail Network for an immediate start. Our Construction Team will comprise:

- Paul Neve – Director | Lead Designer | Project Director
- Bruce Ridley – Project Manager
- Jordan Prochyra - Designer | Construction Manager
- Peter Smythe – Designer | Construction Manager
- Sam Hill – Designer, Construction Team
- Lisa Barnes – Business Manager | Client Liaison
- Jeff Pearce – Logistics and Operations Manager

Once Detailed Design has been approved, they will be joined by a team of highly experienced and competent trail builders who have recently worked on one of our iconic trail builds.

We are proud of our team members, and their wealth of experience. With our core and flexible workforce having worked for Three Chillies for at least 18 months each, and with relevant prior experience, we reward them appropriately for their skills and experience. We believe that our work will be delivered to a higher quality, in a tighter timeframe, providing clients a quick and durable build, and ultimately, value for money.

Further information on our team members can be found in Attachement 8 – Three Chillies Design Team.

Machinery and resources provided for the Works

With over a million dollars invested in top quality plant and equipment, we are never short of the horsepower we need to deliver our projects. Below is a list of equipment, machinery and other resources that we would draw from, when and as required for this project.

Asset Descriptions

Posi Track rubber track loaders - a large range of ranging from **RC30, RT40, RT50, RC60 and 100G**), attachments include buckets, **vibratory compaction plates, road profiler/blender**, **slashing decks**, posthole borers, harley rakes, forks, tooth cutting buckets, PolyPave batching buckets

Excavators - a large range of 1.7 ton to 7.5 ton, with attachments including tilt hitch digging buckets, vibratory compaction knuckle booms and post hole borers

Front End Loader - 11.5T rubber wheeled with attachments including bucket, forks and jib crane

Specialised path construction plant – **Road Profiler/Recylcer** which is able to breakdown insitu soils as well as blend water, cement dust and stabilising polymer into carted and insitu soils, 2.4 ton multi combo roller **Roller**

Site Tippers and Power Barrows

12 ton rated **Flatbed Truck** & a 6 ton rated **4WD Truck**

A range of **Flatbed and Plant Trailers** rated from 750kg to 10 ton

A large range of 1 tonne **4WD Utilities**

Petrol powered **Vibratory Compaction Equipment** of different sizes, styles and uses

A large range of 6m Site Sea Containers

Water Storage Tanks, between 1000L to 14,000L, plus water pumps, attachments and hoses

Site Laser Level for layouts and RL/AHD checking.

Generators varying in rating and capacity

Hundreds of metres of **Site Fencing**

A fully equipped metal and timber Fabrication Workshop and warehouse with forklift

Hand held Spirit Levels

Hand and Small Tools, trowels, shovels, rakes and compaction tools, handheld spirit levels, cement mixers

GPS and GIS Mapping gear to ensure that trail designs and as-cons are accurately captured

Drones and camera equipment

End to end **Business Management Systems** for work planning, scheduling, timesheeting and costing, coupled with robust Safety, Asset Management and Quality assurance processes

Figure 2 - An example of our fleet capability rolling into site

Attachment 4. Demonstrated Experience

The Contractor must provide details of contracts for similar products and/or services provided for other clients. The Contractor must provide:

1. A detailed description of the services provided;
2. Similarities between the previous contracts and this Request; and
3. When and where the previous contracts were performed.

The Contractor must provide a minimum of [2] referees in respects of the contracts details above. Referee details must include:

1. The referee's name and position;
2. Company name
3. The contact telephone number; and
4. The contract or project title.

Three Chillies Design is a highly reputable mountain bike trail design and construction company. We specialise in conceptualising, designing and providing a range of cycling and hiking trails and infrastructure in Western Australia, and aim to do so at a fair price.

Our competence and credibility in building world class trails has been recognised recently with back-to-back contract awards at the Goat Farm Redevelopment and Nannup Mountain Bike Trail Network. Our teams are competent, communicative and reliable, and we pride ourselves on delivering our projects to the highest standard, on budget and on time. Our toughest stakeholders, our trail users, love our products.

The following pages provides just a sample of recent design and construction projects we have undertaken.

Figure 3 – Nannup Trails, with Construction Manager Peter Smythe out front of some of our team members. The three-stage project has recently opened and has marked impact on tourism and economy of the small country community *@by_denzil*

Nannup Tank MTB Trail Network Stages 1, 2 and 3 - Construction Shire of Nannup, 2020 - 2022

Project Details

In October 2020 Three Chillies Design was awarded the first stage of construction for the proposed Nannup Mountain Bike Trail Network in the Foley Plantation, in Nannup. We subsequently were awarded Stage 2 in August 2021 and Stage 3 in November 2021. The trail network bounded private property and high value environmentally sensitive areas, and existing track networks.

Construction of the 20+ new trails in the Nannup Mountain Bike Trail Network is now complete and is creating a massive buzz in the small township. The town is awash with visitors and tourists, and is now a destination of choice for WA, interstate and overseas riders.

Being a stacked loop and self-contained trail network, the new Nannup MTB trail network makes the most of the features found within the landscape.

Figure 4 - Construction Manager Peter Smythe testing the rocky Black Trail 9 – Man vs Machine at Nannup Tank 7 MTB Network. @by_denzil

Similarities to this project

Having successfully built Stages 1, 2 and 3 of the Nannup MTB Trails, Three Chillies are uniquely experienced in the topography, conditions, risks and requirements of building trails in steep , rocky terrain, and forested conditions.

At Nannup, a variety of mountain bike and connecting trails have been constructed ranging from town connecting trails right through to gnarly expert Double Black Diamonds. These range from cross country, all mountain and gravity, and have various styles including flow, technical and freeride.

Stages 1 to 3 of Nannup Tank 7 MTB Trail Network was designed and constructed to:

- Integrate objectives of relevant peak body strategic plans, such as the international Mountain Biking Association Guidelines and the WA Mountain Biking Guidelines.
- Engage with stakeholders and ensuring a range of trails to cater to different enthusiasts.
- Employ the most appropriate trail building techniques and approach to ensure cost efficiency for the client, with each trail having unique features and considerations.
- Provide recommendation for signage and roles of stakeholders' future maintenance.
- Maintain a safe working environment.
- Construct sustainable trails with minimal water erosion or pooling issues.
- Use locally sourced earthen materials and rocks for trail construction.

- Liaise, and work with, occupiers neighbouring properties.
- Work with a blended team of our own trail builders and carefully chosen subcontractors, ensuring that timeframes and budget requirements were met.
- Deliver the trails to not only meet, but exceed, agreed outcomes.

The Stage 1 build consisted of nine priority trails implemented over four construction stages. In total there are nearly 25km of new trails that vary in classification, type and style. There is also a mixture of ascending and descending trails.

Stage 2 comprised seven trails over nearly 9kms. These trails vary from a town connecting cross country trail, with a good range of greens, blues and double blacks.

Stage 3 consisted of gnarly black and double black trails including the iconic Mannup, as well as formalizing unsanctioned green trails to finalise the trail network.

This amazing trail network exceeded expectations, and has been an exciting and visionary initiative by the Shire of Nannup. It has been a great privilege for Three Chillies Design to deliver this project.

Figure 5 - Nannup consisted of a range of trails from Green to Double Black, through diverse terrains with different considerations.

Figure 6 – Trails are crafted sustainably using the materials available on site to give a natural appearance and highly functional track.

Goat Farm MTB Park Phases 1, 2 and 3 – Construction
Department of Biodiversity, Conservation and Attractions, 2020-22

Project Details

In October 2020 we were awarded the Phase 1 construction contract for the redevelopment of mountain biking trails at the Goat Farm, Greenmount WA. This followed with the award of Phase 2 in February 2021 and Phase 3 in October 2021. All phases are now complete.

The Goat Farm makes the most of the features found within the landscape and is aimed at giving riders a full range of trail styles, facilitating progression. Phases 1 & 2 of the Goat Farm MTB Trail redevelopment has included 19 trails ranging from green to double black. Phase 3 includes a Skills Park and Jump Trail to give riders a feel of what they can expect on the rest of the trails.

Similarities to this Project

The Goat Farm is considered the pinnacle of Mountain Bike Trail Networks in Western Australia. A variety of trails have been constructed through the steep, rocky terrain of Greenmount Hill, ranging from beginner (Green Circle) to extreme (Double Black Diamond). These range from cross country, all mountain and gravity, and have various styles including flow, technical and freeride.

Contractually, three phases of the Goat Farm had very similar requirements including:

- Integrating objectives of relevant peak body strategic plans, such as the international Mountain Biking Association Guidelines and the WA Mountain Biking Guidelines.
- Engaging with stakeholders and ensuring a range of trails to cater to different enthusiasts.
- Employing the most appropriate trail building techniques and approach to ensure cost efficiency for the client.
- Providing recommendation for signage and roles of stakeholders' future maintenance.
- Maintaining a safe working environment.
- Constructing sustainable trails with minimal water erosion or pooling issues.
- Ensuring the surrounding environment is protected from damage during construction and soil transfer.

Figure 7 The redevelopment of the Goat Farm included D&C of a multi trail system through steep, vegetated terrain. *@by_denzil*

Dwellingup MTB Town Trails Design, Construct and Refurbish Department of Biodiversity, Conservation and Attractions, 2022

Project Details

In January 2022 we were awarded the Design and Construction of Dwellingup Town Trails for Department of Biodiversity, Conservation and Attractions (DBCA). This project was to design, construct and refurbish a broad range of trail types, in the immediate vicinity to the Dwellingup Townsite.

The Town Trails project includes 21,800m of new trail 8,165m of refurbished trail. Trail classifications range from

- Dual use connecting (White) trails that enable easy touring around the townsite and to main tourist attractions, and expand on the Munda Biddi touring trail network
- Coupled with a multitude of technical, cross country and climbing Green and Blue trails

Like all of our trail networks, each trail makes the most of the features found within the landscape. The trails are aimed at giving entry level riders a full range of trail styles, facilitating progression to the gnarlier trail sections further from the town centre.

Similarities to this Project

Dwellingup Town Trails are on the towns doorstep, and invite all levels of riders for a day trip or short stay within an hour and a half of the CBD. The contractual requirements are similar:

- Integrating objectives of relevant peak body strategic plans, such as the international Mountain Biking Association Guidelines and the WA Mountain Biking Guidelines.
- Engaging with stakeholders and ensuring a range of trails to cater to different enthusiasts.
- Employing the most appropriate trail building techniques and approach to ensure cost efficiency for the client.
- Maintaining a safe working environment.
- Constructing sustainable trails with minimal water erosion or pooling issues.

We have previously worked for DBCA in the Dwellingup area, on the Murray Valley Munda Biddi Trails, with the current Project Manager, Sarah Campbell, and have loved working with her again on the Town Trails Project.

Attachment 5. Methodology

The Contractor must demonstrate their ability to complete the works in the required time frames and using a methodology that is to the satisfaction of the Shire of Chittering.

Details of the methodology must include:

1. A full and realistic construction program that includes all relevant components of the works via a Gantt chart or similar.
2. A description of each of the stages of the program explaining the methodology applied and how time frames will be met. All time frames should be realistic and recognise the remote nature of the works.
3. A list and brief description of existing contract commitments and how these will affect your capacity to undertake these works.
4. A description of critical issues, perceived risks and quality control mechanisms used in undertaking the requirements and which may affect the construction program.

Our credibility in building world class trails, both in Metro and Regional WA has been recognised recently with back-to-back contract awards at the Goat Farm Redevelopment and Nannup Mountain Bike Trail Redevelopment.

Our teams are competent, communicative and reliable, and we pride ourselves on delivering our projects to the highest standard, on budget and on time.

Our toughest stakeholders, the trail users, are our biggest advocates.

Successful and long-lasting construction of mountain bike trails, technical trail features and jump lines is an approach that we have developed over several years with our highly experienced and dedicated Three Chillies staff. We have evolved and developed to respond to clients' needs and maintenance requirements.

For this proposal, we will combine with our specifically developed compaction techniques for features such as start mounds, rollers, landings and tabletop jumps.

The construction techniques for specific obstacles will be dependent on the final design approved by the client, however the following pages (Table 2) provide a summary of our construction [execution] methodology.

Continuous improvement – Learnings from the wettest winter

With the builds of both the Goat Farm and Nannup taking place over the wettest winter in living history, the sites were significantly impacted by the appearance of significant new subterranean streams. Some trails required new ways of addressing drainage to assure their future integrity.
Our teams developed and shared new methods to assure future super-springs are identified and avoided, or alternatively, drainage systems installed that ensure the water will bypass our trails.

Our drainage design and construction processes now incorporates this knowledge.
You can be assured that our trails will withstand the wettest of conditions with minimal impact.

Our understanding of your requirements

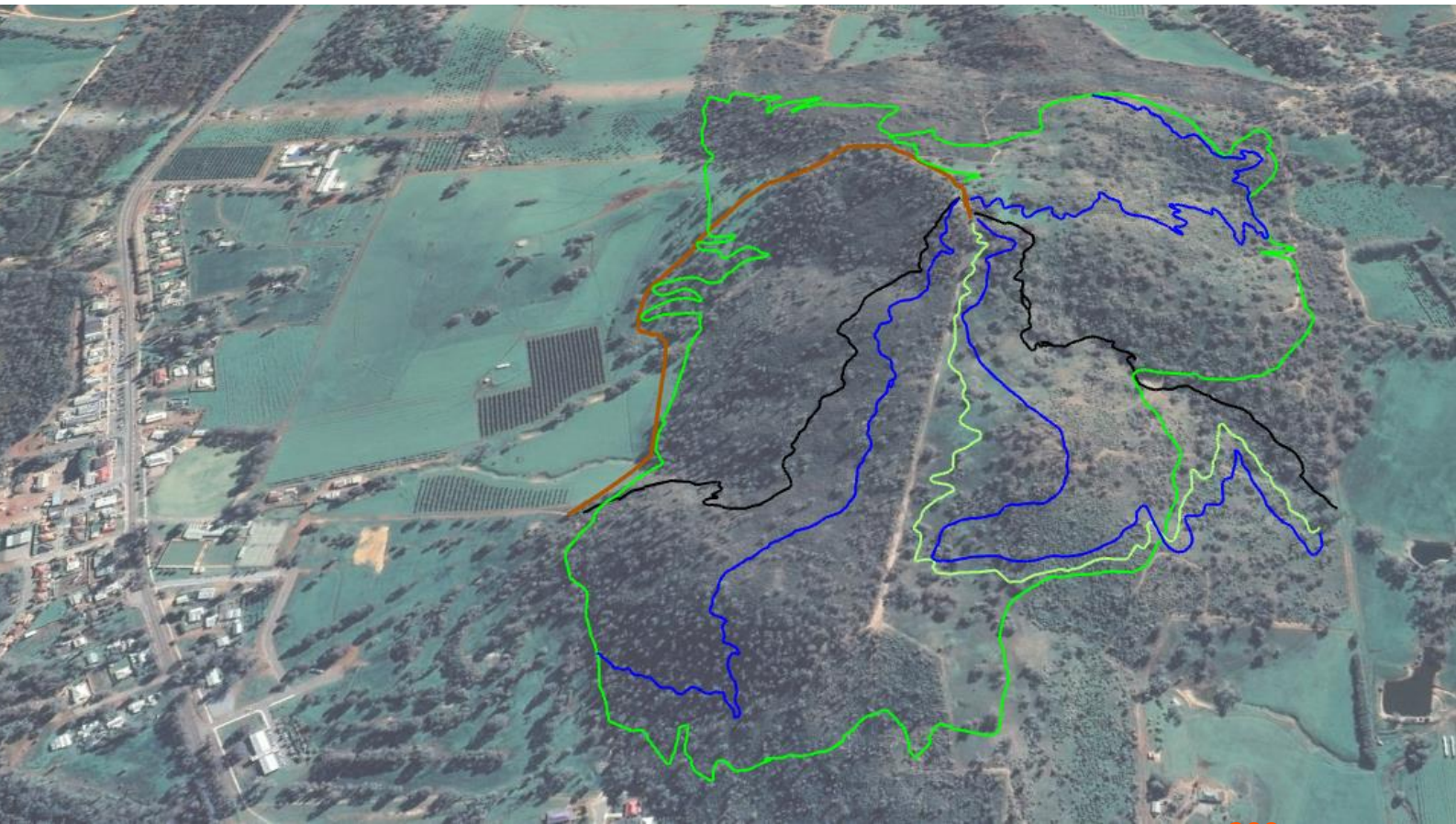
The Shire of Chittering will be providing the first MTB Park north of Perth with the aim of increasing tourist and visitor numbers to the area, and broadening the ecotourism appeal of the area.

The scope of works of the Stage 1 - Bindoon Mountain Bike Park Trail Network will be constructed on rocky terrain with predominantly all mountain and cross country trail styles with a combination of flow and technical. The Stage 1 network consists of construction of the following trails and tracks:

- A 4WD construction and emergency access track to the summit as shown in red below, with appropriate long term drainage works
- A green rated cross country MTB and walk loop trail on roughly the perimeter of the Mountain Bike Network
- Green, Blue and Black downhill trails (Blacks with some Double Black B Lines) and
- A Blue cross country trail.

The Principals Project Requirements and Specifications, and detail provided in attachments to the RFT are noted and agreed to.

Figure 8 - an overview of the design considerations for Bindoon Stage 1 MTB Trails and access track



Construction Program

We confirm that we are able to commence this project immediately and will achieve completion of construction by 1 June 2023 latest. The Project Execution Plan and expected timeframe is outlined on the following page.

Overview of our Construction Process

Our construction process generally will follow the process outlined below. For more information, please see the Gannt Chart overleaf, and our more detailed Metholology.

Preliminaries & Site Prep

- Project setup, scheduling and management
- Managing Risks
- Resource & machine allocation
- Final site planning and drainage design
- Material quantities and orders
- Initial Site Preperation
- Marking protected trees
- Marking trail alignments

Construction

- Access Track - Install drainage and complete track shaping (western boundary)
- Complete access track to summit
- Clearing and rough shaping of trails
- Benching / Shaping / Hand Building / Compacting
- Testing of trails
- Final Shaping and Tuning
- Final Trim

Stage 1 - Bindoon Mountain Bike Park Trails - Construction Plan

Three Chillies Design — Today's Date: 5/08/2022 Friday (vertical red line)

Project Lead: Paul Neve
Start Date: 29/08/2022 Monday

WBS	Tasks	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Manhours effort	Manhours Remai
1	Phase 1 - Initiate & Detailed Design	29/08/2022	5/09/2022	8	0%	6	0		
1.1	Contract Documents exchanged	29/08/2022	29/08/2022	1	0%	1	0	40	40
1.1.1	Meet and greet key stakeholders	3/09/2022	3/09/2022	1	0%	0	0		
1.2	Kick off meeting	4/09/2022	4/09/2022	1	0%	0	0	0	0
1.3	Project reporting / documentation set up	5/09/2022	5/09/2022	1	0%	1	0	30	30
2	Phase 2 - Preliminaries	6/09/2022	21/09/2022	16	0%	12	0		
2.1	Inductions and initial site meeting	6/09/2022	6/09/2022	1	0%	1	0	0	0
2.2	Project reporting / documentation set up	7/09/2022	7/09/2022	1	0%	1	0	30	30
2.3	Mobilisation activities	8/09/2022	14/09/2022	7	0%	5	0	30	30
2.3.1	Labour / resource allocation	8/09/2022	8/09/2022	1	0%	1	0		20
2.3.2	Source all materials	9/09/2022	9/09/2022	1	0%	1	0		30
2.3.3	Machine allocation	10/09/2022	10/09/2022	1	0%	0	0		30
2.3.4	Site amenities determined	11/09/2022	12/09/2022	2	0%	1	0		30
2.3.5	Site secured and fenced as appropriate	13/09/2022	14/09/2022	2	0%	2	0		30
3	Phase 3 - Initial Site Preparation	22/09/2022	3/10/2022	12	0%	8	0		
3.1	Site planning as per agreed final design plans, material estimates	22/09/2022	3/10/2022	12	0%	8	0	16	16
3.1.1	Drainage design	22/09/2022	23/09/2022	2	0%	2	0	55	55
3.1.2	Materials estimate finalisation	24/09/2022	24/09/2022	1	0%	0	0		30
3.1.3	Order all materials	25/09/2022	25/09/2022	1	0%	0	0		30
3.1.4	Verify and mark the location of protected trees,	26/09/2022	3/10/2022	8	0%	6	0	60	60
4	Phase 2 - Mobilisation	4/10/2022	10/10/2022	7	0%	5	0		
4.1	Mobilisation activities	4/10/2022	10/10/2022	7	0%	5	0	30	30
4.1.1	Machine preparation (cleaning, hygiene and	4/10/2022	4/10/2022	1	0%	1	0	16	16
4.1.2	Site amenities determined/located	5/10/2022	6/10/2022	2	0%	2	0		30
4.1.3	Site secured and fenced as appropriate	6/10/2022	7/10/2022	2	0%	2	0		30
4.1.4	Machine allocation & mobilisation	7/10/2022	7/10/2022	1	0%	1	0		30
4.1.5	Commence materials delivery	8/10/2022	8/10/2022	1	0%	0	0		30
5	Phase 4 - Construction of access track	11/10/2022	30/11/2022	51	0%	37	0		
5.1	Initial Site Preperation	11/10/2022	12/10/2022	2	0%	2	0	60	60
5.2	Rough shaping of western boundary track	13/10/2022	19/10/2022	7	0%	5	0	16	16
5.3	Installation of drainage pipes/headwalls	20/10/2022	26/10/2022	7	0%	5	0	16	16
5.4	Compaction & completion of western boundary track including batters	27/10/2022	2/11/2022	7	0%	5	0	16	16
5.5	Rock pitching of drainage features	3/11/2022	9/11/2022	7	0%	5	0	55	55
5.6	Rough Shaping, Compaction & Completion of access track to summit point	10/11/2022	16/11/2022	7	0%	5	0	55	55
5.7	Finalisation	17/11/2022	23/11/2022	7	0%	5	0	55	55
5.8	Allowance for forced demobilisation	24/11/2022	30/11/2022	7	0%	5	0	40	40
6	Phase 4 - Construction of trails	1/12/2022	21/04/2023	142	0%	102	0		
6.1	Initial Site Preperation	1/12/2022	2/12/2022	2	0%	2	0	60	60
6.2	Rough Shaping, Compaction & Completion of selected trails	3/12/2022	24/12/2022	22	0%	15	0	16	16
6.3	Allowance for festive season resource impacts	25/12/2022	14/01/2023	21	0%	15	0	40	40
6.4	Rough Shaping, Compaction & Completion of remaining trails	15/01/2023	14/04/2023	90	0%	65	0	16	16
6.5	Allowance for forced demobilisation	15/04/2023	21/04/2023	7	0%	5	0	40	40
7	Phase 5 - Close Out	22/04/2023	24/05/2023	33	0%	23	0		
7.1	As constructed field capture	22/04/2023	5/05/2023	14	0%	10	0	16	16
7.2	As constructed drawings	6/05/2023	19/05/2023	14	0%	10	0	60	60
7.3	Complete set of handover documents	20/05/2023	24/05/2023	5	0%	3	0	55	55

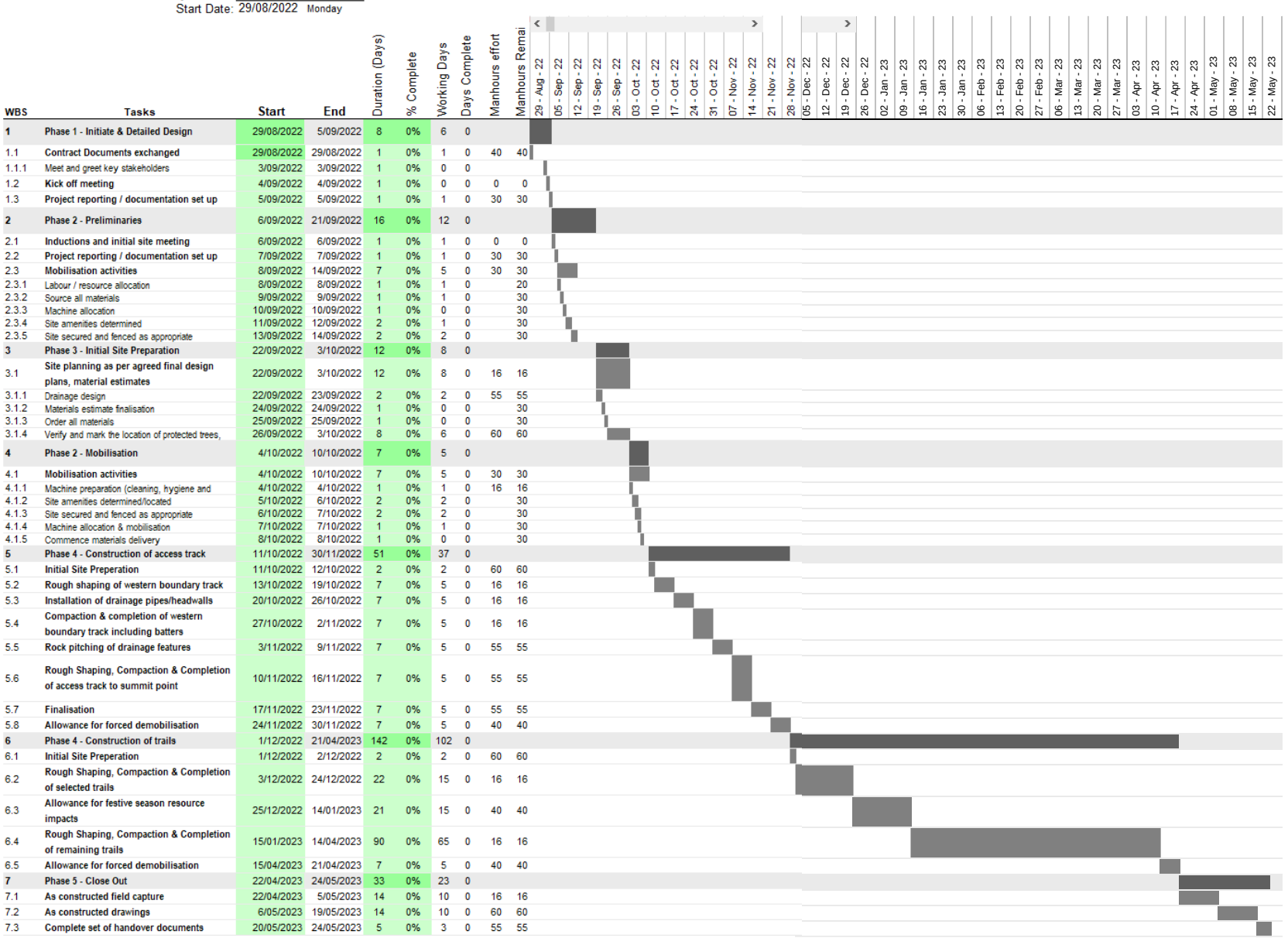


Figure 8 Project Execution Plan - High Level

Construction Process – Bindoon MTB Trails

Stage 1: Initial Site Preparation

This stage involves site planning as per final design plans, material estimates, compliance with site protection, safety and quality requirements. During this stage we will:

- Identify, tape and protect mapped areas of significant fauna, aboriginal heritage sites, etc.
- Identify drainage pipework and materials for lower access track and order all materials
- Verify the location of the tracks and trails to be constructed using detailed design plans
- Equip site amenities such as storage facilities (sea containers), ablutions and water tanks as required and in approved areas
- Deploy to site clean, hygienic machinery and equipment throughout the project.
- Secure the site where required with site fencing, to ensure the area is not accessed or ridden by the public while under construction.

Picture 1: Site preparation includes marking the trail alignments and clearly marking protected trees

Picture 2- Shaping of the initial section of the access road will utilise our Komatsu Loader

Stage 2: Establish Access Track

The initial works will be the establishment of the access track. Firstly the western boundary works will take place. This involves shaping a 4m wide track in the off camber lower section and installation of drainage pipework

Stage 2: Clearing and Rough Shaping

The initial works will be the establishment of the access track

Trail Construction will initially start with clearing and rough shaping of the trail alignment. Where there is vegetation, the initial process will include the following:

- Initial hand clearing with hand tools such as chainsaws, to clear any vegetation that would be identified as being too big to clear safely using machines
- Machine clearing follows, with the construction supervisor directing machine operators to further clear and rough shape the trail alignment, ensuring that:
- Vegetation and their roots are removed from the trail alignment to minimise regrowth / coppicing of the root matter over time.
- Attachments such as slashing/mulching attachments, rake buckets or standard buckets are used as needed.

Picture 3:- Hand clearing familarieses the construction team with the alignment, clears the trail alignment of vegetation that is too large for machines to do safely, and further defines the trail alignment

Picture 4 – Our fleet of machinery is small enough to construct narrow trails. Our skilled trail builders use the right machine coupled with hand building and finishing, to construct the best possible trails for the specification

- Top soil and vegetation is stockpiled, where specified, for use in the Final Trim stage. These materials will be used for blending and remediation. If not specified, topsoil and vegetation is treated as per contract. This may be dispersing the soil or removal to landfill.

Stage 3: Forming / Shaping/ Compacting, and establishing built features

Many trails are hand built and compacted. Where possible, machines will be used for forming, shaping and compacting the trail.

- We form, shape and hand build the base course of identified technical features/obstacles and steps
- Built features will be constructed during this phase
- Drainage considerations are identified and addressed to assure longevity of trails
- Initial compacting of the trail surface is undertaken.

Stage 4: Testing Point

To ensure that the trail meets the requirements of the Detailed Design, the trail will be test-ridden by our experienced team members to assure they meet the specification. Where required, modifications will be made, and the trail tested again.

Stage 5: Final Shaping and Tuning

Final shaping and finishing of all trail features includes:

- Sections and features will be re-tested, and where required, modifications will be made to ensure that the trail is in line with the IFC Design.
- Armouring and final drainage checks is performed along the alignment, to assure longevity of the trail network

Stage 6: Final Trim

- The final hand trim of the trail surface, with water, plate compactors and shovels, will be undertaken to eliminate machine tracks and smooth batter edges and ridges.
- Our trail builders also blend the trail into the surrounds, and rehabilitate redundant trails, borrows and trail edges using topsoil and vegetation (where specified). This is done to the very high standard to ensure the trail has a natural look, rather than appearing imposed and machine built in the landscape.

Picture 5: - Correct drainage treatments are critical to ensuring the longevity of MTB trail networks

Picture 5: Our highly experienced trail builders use their finely honed machine and hand building techniques to craft and construct trails to the required specifications.

Picture 6 - Test riding, based on the trail classification, ensures trails are perfect for the intended range of users

Picture 7 - Final Trim includes watering and compacting the trail surface to eliminate machine marks and blend the trail with the surrounding environment

5.2.1 Critical Issues and Quality Control Mechanisms

	Issue / Risk	Mitigation
1	Flora	Protected species will be designed around during the design process, and avoided..
2	Fauna habitats	Fallen logs will remain as habitat for local species, and identified and incorporated as anchors during the design process and pit traps will be avoided.
3	Aboriginal artifacts	Known sites will be avoided. Team will be educated to recognise artifacts, and report to PM when identified.
4	Inclement weather	Where extended wet ground conditions exist, we will allocate team members to other projects. As machines may be "locked in" to a trail, we may need to hire machinery to ensure that our teams are able to be gainfully engaged on other projects. When weather is favourable, additional resources may be deployed, particularly to meet timelines.
5	Bushfires	Follow recommendations from DBCA including powder extinguishers and 16L knapsacks on/near machines, 200L powered water light patrol unit on high fire hazard days, check daily warnings, no smoking on sites, monitor movements through grass and dry environments. Redeploy staff as necessary during ban periods.
6	Workplace safety	Instill an expectation of safety first and enforce. As this project will take place in steep and rocky terrain, and in remote locations, teams will will work in pairs as a minimum, with a machine and with means of communication.
7	Access to machinery	We have a large fleet of machinery ourselves to reduce reliance on third parties. We will also hire where needed, particularly where machines are "locked in" to a trail during extended inclement weather delays.
8	Shortage of quality (to spec) materials	Using insitu materials where available. We have developed excellent relationships with trusted suppliers and seek local alternatives where available and feasible
9	Water carting	We recognise the difficulty of carting water into the under construction trails. Thankfully we will be constructing the trails through winter, so carting will be minimised. We work in small sections to maximise compaction ease and effectiveness while minimising water requirements.
10	Drinking water quality – potential impacts	Minimal clearing during construction to prevent erosion and turbidity - Trail work is generally undertaken in small sections, so that machine clearing, drainage and compaction are completed within 24 -48 hours. This minimises the potential for erosion (when left uncompacted),. Work on a section will be finished, where possible, in the lead up to an expected heavy rainfall event.
11	Shortage of labour	Focus on retaining and developing our employees (employer of choice). We actively enable our teams to have mutually agreed, flexible working arrangements. We constantly engage and upskill new team members.
12	Covid/Lockdown	Work within government rulings. For remote work we will relocate or rotate our team members to suit.
13	Dieback	Wash down equipment & work boots daily/as needed, design around Phytophthora issues where possible

Attachment 6. Value for Money

The Contractor must offer a detailed budget, itemising the expenditure to construct trails identified by the Tenderer as Stage 1 of the Bindoon Mountain Bike Park network. The value of money will be assessed on the following expenditure items:

1. Labour
2. Materials
3. Equipment
4. Other costs

Please refer to our offer of pricing in Section 1.3.1 Price Schedule. For convenience, we have replicated this offer overleaf. If you do require further breakdown of our offer of pricing, please let us know.

We would love to deliver the Bindoon Mountain bike trails for the Shire of Chittering, and for you to experience the community and economic benefits of having one of our trails at your towns doorstep.

Labour

Paul and his management team are hands on in every project. As well as the management team, we have assigned three of our best Project and Construction Managers to work on this project, and we will also have between 2 and 4 trail builders on site during construction activities.

Machinery

We have access to over $1M of machinery assets, and we will be using the following items on this project as a minimum:

- Loader
- Posi Track PT100 and PT 60
- Excavator and mini excavator
- Site Tipper

Materials

We source, and use, the highest quality products for our mountain bike trails. The knowledge that we have of the performance of our earthern materials is invaluable and timesaving. Please note that unless otherwise specified, required materials have been allowed for in our $ per m rate.

The drainage solution that has been quoted for the access track western boundary section are 6m x 900mm and 600mm reinforced concrete pipes (in sections) and headwalls. These are specified as we know that you want these pipes to be appropriate for the future 2WD access track and associated construction works.

Other Costs

At Three Chillies Design, we understand that we may not always be the cheapest contractor, but we do deliver excellence and the best value for money. We are easy to work with, and will deliver you best possible outcome for your investment.

We have included small fees for Project Management and Mobilisation in the costing of this project. If you feel that our costing assumptions do not reflect your requirements, please get in touch.

Trail No	Name	Description	Length (m)	Materials - Description	Materials	Rate $ (Ex GST)	Total $ (Ex GST)
					$ (a)	(b)	(c)
Overheads	Project Management					**$ 10,000.00**	
	Mobilisation activities					**$ 3,000.00**	
Trail 1	Green Loop	(walking and adaptive-friendly)	5223			$ 30.04	$ 156,872.81
Trail 2	Green Link	(walking and adaptive-friendly)	231			$ 30.04	$ 6,938.09
Trail 3	Green	Downhill	1,470			$ 32.04	$ 47,091.45
Trail 4	Blue	Downhill	1502			$ 36.02	$ 54,102.04
Trail 5	Black	Downhill	941			$ 41.02	$ 38,599.82
Trail 6	Blue XC	Cross Country	1443			$ 34.02	$ 49,090.86
Trail 7	Blue	Downhill	1229			$ 41.02	$ 50,413.58
Trail 8	Black	Downhill	959			$ 56.48	$ 54,159.53
4WD Access Track - Construction and Emergency Access	The Construction Access Road requires access along the western boundary of the mountain bike park as indicated. It will require the excavation of 130m of access road, in the off camber lower section, at 4m wide (including the tidying up of any batter), and the addition of two 6 metre wide culverts over two winter creeks, as well as any other enhancements required to access the site to the summit point for 4 wheel-drive construction and emergency vehicles		1	Pipework, Headwalls and fittings for off camber section	$ 15,333.25		
			1	Gravel and clay based road base @ 200 ton as an allowance to make 4m wide x 130m trafficable access across the off camber section to the worksite. Most of the remaining 870m of the trail alignment will be undertaken using existing soils on the trail alignment	$ 9,000.00		
			1000	Labour and Wet Hire (machinery includes Large Excavator, Loader, PosiTrack PT100 & PT60 and Site Tipper)		$ 41.16	$ 41,160.00
Trails (including Project Management and Mobilisation)				**Total**	**$ 24,333.25**	**$ 13,000.00**	**$ 498,428.17**

Total Lump Sum Price (ex GST) (a) + (b) + (c)	**$ 535,761.42**
Total GST Component (a) + (b) + (c) =	$ 53,576.14
Total Lump Sum Price (inc GST) (a) + (b) + (c) =	**$ 589,337.56**

Attachment 7. Local Resources

The Contractor must provide details of:

1. Details of any businesses (or the Tenderer's business itself) that are located within the Shire of Chittering that supply contracting services or products to the tenderer
2. Provide details of any staff of the Tenderer that live within the Shire of Chittering.

Business located in Chittering

Three Chillies Design (previously Three Chillies Trails) have been operated out of our head office at Three Chillies Farm in Lower Chittering, since it started in 2006. We are proudly a local owned and operated Chittering business.

As well as running Three Chillies Design, Paul has operated Neve Contracting for many years prior to this (still operating) and also runs fledgling businesses Shuttle Up Bike Racks and Tilt Plant Hire.

Suppliers located in Chittering

Local company Fewsters Earthmoving supply materials for the majority of our projects in the north and east Metro area including many shires in the vicinity of the metro area. We will source materials for this project from Fewsters.

We also actively support the local hardware store, Bindoon Mitre 10 for purchases of hand tools and general hardware.

Staff living in Chittering

Our director, Paul Neve owns and lives at Three Chillies Farm and actively contributes to the local Chittering economy both as a business owner and the property owner of Three Chillies Farm.

Three Chillies Farm boasts a private mountain bike trail network, and has hosted many Mountain Bike Racing days since its construction in 2004, with each race bringing visitors and tourists to the area and exposing the wider community to the wonders of Chittering Valley.

Attachment 8. Three Chillies Design Team

Paul Neve
Director | Lead Consultant | Project Manager

Paul coordinates the Three Chillies Design team to achieve the project deliverables. Paul has extensive experience working with clients and contract management.

Paul uses his extensive trail design and construction experience to imagine and provide unique and exciting trail and track outcomes to suit each sites attributes and the clients' requirements.

Background

Paul is the founder of Three Chillies Design. His passion to truly understand trail and pump track design is backed up with his unmatched construction expertise. Paul pioneered trail construction in Western Australia and has been at the forefront of trail design and construction advancements for nearly two decades.

His leadership has seen Three Chillies grow to become the benchmark in the delivery of exceptional trails and pump tracks in Western Australia. He leads a professional, experienced and passionate team through all phases of a project's lifecycle with a desire to provide the highest quality product for his clients.

Paul's knowledge and understanding of local conditions and issues has been extensively developed as a result of being personally and professionally involved in the WA mountain biking community for over 20 years. His reputation and extensive experience in trail development, stakeholder consultation and design are backed up by his ability to deliver all aspects of trail concept, design and construction.

Paul has an unmistakable enthusiasm, expertise and collaborative approach that will provide Clients with the most innovative, on-time and cost-effective outcomes possible.

Relevant Qualifications

- Hydraulic Excavator Operations
- Civil Construction Skid Steer Loader Operations
- White Card
- Accredited Mountain Bike Instructor

Experience

- Owner/Director, Three Chillies Design
- Master Trail Designer and Builder

Bruce Ridley
Designer | Project Manager

Having been a key team member of Three Chillies Design since October 2017, Bruce is a highly proficient team leader and construction and project manager with particular expertise in track and trail design and construction.

With a passion for the outdoors, Bruce loves:

- Mountain bike, pump/jump track riding
- Surfing and volunteer surf lifesaving
- Camping, fishing and boating, and
- Renovating

Bruce is a qualified commercial electrician. His experience and interest in working with steel, timber, earth and concrete make him a highly valued team member. Bruce is a keen problem solver, using his know how and readiness to find innovative solutions to tricky problems.

Relevant Skills

- GIS Data Collection
- Trail and Feature Alignment Design
- Expert Plant Operator
- Trail, Pump Track and Jump Construction
- Hand Built Trail Construction

Bruce is also a certified and experienced machine operator including:

- Hydraulic Excavator Operations; and
- Civil Skid Steer Loader Operations

Relevant Skills

- GIS Data Collection
- Trail and Feature Alignment Design
- Expert Plant Operator
- Trail, Pump Track and Jump Construction
- Hand Built Trail Construction

Bruce is also a certified and experienced machine operator including:

- Hydraulic Excavator Operations; and
- Civil Skid Steer Loader Operations

Qualifications

- A-Grade Electrician
- Civil Excavator Operations Ticket
- Civil Skid Steer Loader Operation Ticket
- Chainsaw Ticket
- Driver's License
- White Card

TCD Construction Manager:

Bruce has his hands in all of our projects, but was instrumental in the management of:

- Dwellingup Town Trails MTB Network
- John Dunn Challenge Park, Kelmscott
- Forster Park Pump/Jump Track, Belmont
- Falcon Pump Track, Mandurah
- Brabham Pump Track, Swan Valley

Jordan Prochyra
Designer | Construction Manager

Jordan is a highly competent Construction Supervisor, having overseen Goat Farm Phases 1, 2 and now 3 construction. He will continue this role as he strives to deliver world class trails to a specified timeframe.

Background

Jordan joined Three Chillies Design as a trail builder at the beginning of 2019. A trade qualified Carpenter with a great eye for detail, Jordan always makes sure the job is done right the first time.

Jordan is also a professional Enduro World Series mountain biker. Having raced on so many "world class" trails as an elite rider, Jordan's experience gives him excellent understanding of trail conceptualisation, as well as detailed design and construction expertise.

Relevant Skills

- Expert Trail and Feature Alignment Design Plant Operator
- Trail, Pump Track and Jump Construction Hand Built Trail Construction

Qualifications

- Professional Cyclist
- Accredited Mountain Bike Instructor
- Carpenter
- Excavator, Skid Steer, Loader Operation
- Driver's License
- White Card

TCD Construction Manager:

- Goat Farm MTB Redevelopment - Construction Manager Phases 1- 3

Other Three Chillies Design Project Experience

- Murray Valley Trails (Blue Marron, Rock On, Snotty Gobble)
- Nedlands Pump Track Resurface
- Linga Longa Bryman's Blues Trail
- Bayswater Concrete Jump Lip Installation and Maintenance
- Black Stump Kalamunda Pump Track Redesign and Construct
- Feral Groove Trail and Jump Maintenance, Kalamunda Trails
- John Stone Park Stratton Jump Track
- Darlington Skatepark Design and Construct
- Nannup Mountain Bike Park Trail Design and Capture
- Goat Farm Mountain Bike Park Trail Design and Capture
- Spearwood Jump and Pump Track
- Linga Longa Double Black Jump Line
- Collie BMX Track Resurface
- Mundaring Christian College Pump Track Design and Construct
- Cantonment Hill Walk Trail Construction
- Dwellingup Munda Biddi Re-Alignment Construction

Peter Smythe
Designer | Construction Manager

Peter has been managing the construction of the Nannup Trails Stage 1 and Stage 2, and is an experienced trail construction manager who loves building trails for all levels of riders, particularly in the South West.

Peter comes from a family with a strong passion for bike. His father, a professional Motocross racer, was inducted into the Motorcycling WA Hall of Fame in 2015.

Peter got into BMX racing at the age of 5 and went on to spend his teenage years riding skate parks and dirt jumps. In his late teens and early 20's he began racing Motocross then went on to race Mountain Bikes coming 3rd in Elite Men Gravity Enduro Series for 2019.

Through his enthusiasm for bikes and riding, he has travelled to Canada, New Zealand and Tasmania to ride various Mountain Bike and BMX trails extending his knowledge of what great trails should be like.

Over the past 20 years he has also spent a lot of time building various Mountain Bike and BMX trails in his spare time giving him the proficiency to create a quality ride.

Peter is a qualified Glazier with 15 years experience. His specialised experience includes installing shower screens, mirrors, splash backs, wardrobes and windows. During his time in Vancouver BC, Canada in 2009/2010 he worked as a Bathroom Renovator and Glazier expanding his trade expertise to carpentry and tiling.

Peter loves being able to raise his young family in the South West of WA.

Relevant Skills & Experience

- GIS Data Collection
- Trail and Feature Alignment Design
- Expert Plant Operator
- Trail, Pump Track and Jump Construction
- Hand Built Trail Construction
- White Card
- Australian Full Driver's License
- Experienced and skilled trades background
- Experienced Trail and general construction supervisor

TCD Construction Manager:

- Nannup Tank 7 MTB Design and Construction
- Pemberton MTB Trails Maintenance
- Linga Longa MTB Trails Maintenance

Sam Hill
Trail Design Consultant | Greatest (Mountain Biker) of All Time

Sam provides detailed alignment input to all bike trails. He will assist in the site analysis to determine the best trail outcomes for the concept plan. Sam is also on our construction team and loves seeing his designs come to life.

Background

Sam Hill has ridden the world's most famous mountain bike trails, and has a list of mountain bike race wins longer than both arms. He is often considered as one of the most influential mountain bikers of all time.

Sam is also an accredited mountain bike instructor and is at home on any type of mountain or motocross bike.

Sam has an eye for reading the natural terrain during the concept and design phases of our projects, and turning the seemingly ordinary into a rider's challenge.

Sam's trail alignment expertise, construction experience and ability to develop elite level trail features in a local environment ensure you will get the best design possible on your site. Pea gravel, rocks, drop-offs, berms and turns are not the same after Sam has worked his magic on the design.

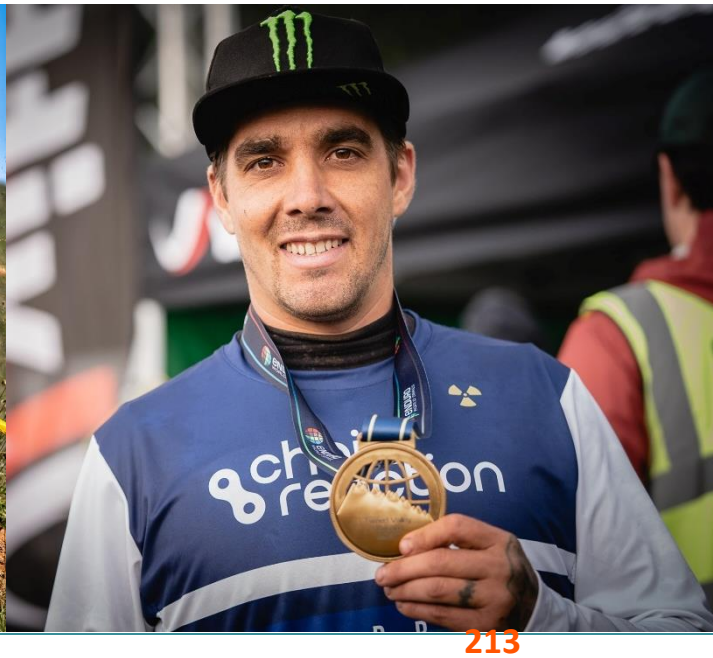
Sam's high-level input will also inform the trails requirement to appeal to all levels of skill and he will be able to provide input into multiple trail opportunities for riders. Three Chillies Design collaborated with Sam recently at Nannup Mountain Bike Trails, Goat Farm and Linga Longa and we look forward working with him for many years to come, conceptualising, designing and delivering international quality mountain bike trails in WA.

Qualifications

- Multi discipline world champion
- Professional Cyclist
- Accredited Mountain Bike Instructor

Three Chillies Design Project Experience

- 2020 Dwellingup Murray Valley Trails Construction (Blue Marron, Rock On, Snotty Gobble)
- 2020 Nannup Mountain Bike Park Trail Design and Capture
- 2020 Goat Farm Mountain Bike Park Trail Design and Capture
- 2020 Spearwood Jump and Pump Track Construction
- 2019-2021 Mundaring Christian College Trail Design and Capture
- 2021 Goat Farm Stage 1 & 2 Trail Design and Capture



Lisa Barnes
Business Manager | Client Liaison

Lisa joined us in March 2021, with a wealth of business management experience. Lisa is always looking for ways to improve and optimise the business and has set us up for success by streamlining many of our business processes including:

- Establishing new financial/management systems
- Streamlining how we plan, schedule and do work,
- Ensuring we are optimised to deliver the best products to our clients in a timely manner
- Facilitating quality outcomes in a safe environment
- Overhauling our documentation, including all client facing documents to best represent the companies capabilities.

Relevant Experience:

- Project and change management
- Documentation including RFQ's and Plans
- Client and stakeholder engagement
- Business improvement and efficiency
- Business cases, RFT's and estimating
- Deep knowledge of HSE business systems
- Excellent problem solving & analytics
- Leadership roles in local and state government, and the mining industry

Lisa's 9yo son, Albie, has been riding Three Chillies facilities since he was 4 and is now one of the best young Freestyle BMX riders in Australia. With a long list of State Titles, and a National U11 Silver medal under his helmet, Albie has his sights set on Brisbane Olympics in 2032.

Jeff Pearce
Logistics and Operations Manager

Coming from the construction industry with an extensive background in scheduling operations, customer service and personnel management, Jeff brings his focus on problem-resolution and attention to detail to his role.

Jeff joined Three Chillies leadership team in April 2021. His strengths ensure our trail building supervisors have:

- The right machinery and equipment to hand
- The best people for the works being undertaken
- Issues resolved quickly and effortlessly

Jeff grew up with a passion for all things bicycle-related from a young age, a passion that has remained strong through to the present day. Having raced road bikes in his late-teens, Jeff fell in love with mountain biking in 1994 and hasn't looked back since, being an avid enthusiast of both cross-country & downhill disciplines.

Three Chillies
Trails
EST. 2006
WWW

MONTH	Number Of							
	Drug and Alcohol tests performed	Positive Drug test and BAC Exceedances	Workers Compensation Claims	Current' Workers Compensation Claims	Near Misses	Medically Treated Injuries	Restricted Work Injuries	Lost Time Injuries
RESPONSIBILITIES	HR	HR	HR	HR	DO	DO	DO	DO
JULY	Drug and Alcohol tests performed	Positive Drug test and BAC Exceedances	Workers Compensation Claims	Current' Workers Compensation Claims	Near Misses	Medically Treated Injuries	Restricted Work Injuries	Lost Time Injuries
Technical	0	0	0	0	0	0	0	0
Corporate	0	0	0	0	0	0	0	0
Development	0	0	0	0	0	0	0	0
Office of CEO	0	0	0	0	0	0	0	0
Monthly Report Totals	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**