



Minutes

of the

Special Meeting of

Council

held

on

Thursday

7 June 2018

In

The Council Chambers  
Honour Avenue Wyalkatchem

*Our purpose*

*The council of Wyalkatchem works with the community to protect and enhance the quality of life for current and future generations*

## **Council's Vision**

That Wyalkatchem is an inclusive, dynamic community where all share in a thriving economy and a sustainable, safe and valued environment.

## **Our Purpose**

The Council of Wyalkatchem works with the community to protect and enhance the quality of life for current and future generations.

## **Our Guiding Principles**

Respect for diverse community interests based on active listening and mutual understanding;

Leaving a positive legacy for future generations and Councils;

Balancing a flexible, can-do, innovative and professional approach with achieving outcomes efficiently;

Responsible financial management;

Informed, evidence-based and representative decision making; and

Effective communication and engagement.

## **Our Goals**

Healthy, strong and connected communities

A prosperous and dynamic district

A sustainable natural and built environment

An effective voice

A well-managed and effective organisation

Facilities and assets that are well used and effectively managed

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### **1. DECLARATION OF OPENING**

**1.1 The Shire President declared the Meeting open 5.45pm**

**1.2 The Shire of Wyalkatchem disclaimer was read aloud.**

*"No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem for any act, omission or statement or intimation occurring during this meeting. It is strongly advised that persons do not act on what is heard at this Meeting and should only rely on written confirmation of Council's decisions, which will be provided within ten days of this meeting".*

### **2 Public question time**

**2.1 Response to previous questions taken on notice**

Not applicable

**2.2 Declaration of public question time opened 5.46pm**

**2.3 Declaration of public question time closed 5.46pm**

### **3 Record of attendance, apologies, and approved leave of absence**

**3.1 Present:** Cr Davies, Cr Garner, Cr Gamble, Cr Butt, Cr Holdsworth

**3.2 Apologies:** Cr Metcalfe

**3.3 On leave of absence:** Nil

**3.4 Staff** Ian McCabe, Claire Trenorden, Ella McDonald

**3.5 Visitors:** Nil

**3.6 Gallery:** Nil

**3.7 Applications for leave of absence:** Nil

**4.1 Petitions:** Nil

**4.2 Deputations:** Nil

**4.3 Presentations:** Nil

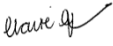
**5.0 Confirmation of Minutes of Previous Meeting Nil**

**6.0 Announcements by Presiding Person Nil**

**7.0 Matters for which meeting may be closed** - Late Item 12.1 Personnel - Recruitment - Selection - Works Manager

**8.1 Land Use and Planning** - No items this meeting

## 8.2.1 FINANCIAL MANAGEMENT – TENDERING – Bulk Cartage

<b>FILE REFERENCE:</b>	12.24
<b>AUTHOR'S NAME AND POSITION:</b>	Claire Trenorden Manager Corporate Services
<b>AUTHOR'S SIGNATURE:</b>	
<b>DATE REPORT WRITTEN:</b>	5 June 2018
<b>DISCLOSURE OF INTEREST:</b>	The author has no financial interest in this matter.

### **SUMMARY:**

**That Council resolve the following:**

- 1. Accept the tender by BA and VM Brookes for the purpose of bulk cartage plant hire contingent on them supplying a certificate of currency for increasing their public liability insurance to \$20,000,000;**
- 2. Authorise the Chief Executive Officer to negotiate an operational agreement and advise all parties of the tender outcome; and,**
- 3. Authorise the Chief Executive Officer and President to affix the Common Seal and sign in acceptance of the tender and intention to form an agreement.**

### **Appendix:**

1. Advertisement text, West Australian 12 May 2018;
2. Request for Tender, bulk cartage specification;
3. Tender evaluation;
4. Tender Proposal, BA and VM Brookes;
5. Tender Proposal, Mayday Earthmoving.

### **Comment:**

A significant component of the roads construction and maintenance programme is use of road plant that is not owned by the Shire. This enables the Shire to access plant and labour at a level appropriate to the actual resource requirement, thereby

saving Council funds for other purposes. Typical plant required includes multi-wheel tippers, water trucks, rollers and semi-tippers (refer attachments for details).

This tender addresses the Shire's short-term road plant needs and was advertised 12 May 2018, closing 1 June 2018. There were two submissions, opened and reviewed in the presence of the CEO and Manager Corporate Services. The Manager of Corporate Services assessed the two submissions on the basis of four main criteria in order of priority and weighting:

1. Price (with the hourly 'wet hire' pricing of a semi-side tipper with two trailers being a typical example) (40%);
2. Relevant Experience (20%);
3. Tenderer's Resources (20%); and,
4. Demonstrated Understanding (20%).

As the requirements of the Shire can alter in the course of the programme, the actual value of the tender is somewhat unknown. Potentially, it could be as low as zero but is capped by the value of the approved budget. Past arrangements were ad hoc and did not separate the value of contracted plant from other components of the budget. This exposed the Shire to aspects of the Financial Regulations pertaining to tenders should a supplier receive continued work beyond \$150,000 over two years. For the purpose of transparency and to ensure compliance with regulations, this tender was formulated. This method will provide better information for the budget process and reduce compliance risk.

The evaluation has identified BA and VM Brookes as the preferred supplier. This contractor is a current supplier of services to the Shire. All of their tendered prices for plant have remained the same as current, except for the tendered price for a semi side tipper with two trailers which has risen by \$11 per hour including GST. As there has been no previous change in prices since 2013 this is thought to be fair.

It has been noted in the tender documents that BA and VM Brookes only have a sum of \$10,000,000 public liability insurance cover and the tender requested a minimum of \$20,000,000, so the acceptance is dependent on them supplying the Shire with a certificate of currency showing they have increased their cover to this amount.

This tender proposal is within the 2018/19 draft budget and is recommended for acceptance by Council.

**Consultation:**

Mr Ian McCabe, Chief Executive Officer

**Statutory Environment:**

Local Government Act 1995; Local Government (Functions and General) Regulations 1996.

**Policy Implications:**

GP2 Purchasing Policy.

**Financial Implications**

There is no direct financial implication relative to this item as the tender amount is within the budget expectation.

**Strategic Plan/Risk Implications**

There are expected to be a reduction in compliance risk and improvements in record-keeping and financial management.

**Voting Requirements**                      Absolute Majority

**Council Decision Number:** 75/2018

**Moved:** Cr Garner                      **Seconded:** Cr Holdsworth

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- 2. Authorise the Chief Executive Officer to negotiate an operational agreement and advise all parties of the tender outcome; and,**
- 3. Authorise the Chief Executive Officer and President to affix the Common Seal and sign in acceptance of the tender and intention to form an agreement.**

**Vote:** 5/0



MAY 12-13, 2018 • 113

**SHIRE OF WYALKATCHEM**

**TENDER WY01/18  
TO SUPPLY TRUCKS FOR  
BULK CARTAGE**

The Shire of Wyalkatchem is seeking tenders to supply trucks for bulk cartage on a wet and dry hire basis for the period of one year with the option to extend. Tender Documents may be obtained by contacting Claire Trenorden on (08) 9681 1166 or email [corporate@wyalkatchem.wa.gov.au](mailto:corporate@wyalkatchem.wa.gov.au)

Tenders must be the prescribed "Form of Tender" which is included in the tender documents. Tenders must be delivered in a sealed envelope marked with the applicable tender number. No tender is necessarily accepted. Solicitation of councillors will disqualify. Tenders are to be addressed to the Chief Executive Officer, Shire of Wyalkatchem; PO Box 224 Wyalkatchem WA 6485.

Tenders close 4.00pm Friday 1 June 2018. Email, facsimile or late tenders will not be accepted.

**Ian McCabe**  
Chief Executive Officer



## Request for Tender

RFT No:	WY01/18
Contract Name:	<b>Trucks for General Cartage</b>
Contract Period:	From: 1 July 2018 to 30 June 2019; with an option of a contract extension for a second term of 12 months through to 30 June 2020.
Tender Format:	Public Tender
Contract Type:	Schedule of Rates
Deadline:	<b>4:00 PM (AWST) on Friday 1 June 2018</b>

Address for Delivery:	<p><b>Shire of Wyalkatchem</b> 27 Flint Street Wyalkatchem WA 6485.</p> <p>Electronic mail and facsimile tender submissions will <b>NOT</b> be accepted.</p>
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## 1 Principal's Request

### 1.1 Scope of the Works in Brief

The Shire of Wyalkatchem (The Principal) invites suitably qualified and experienced contractors to supply wet and dry hire of plant and equipment to supplement existing resources to complete operations road construction and maintenance projects.

### 1.2 Nature of the Contract

The Nature of the Contract will be a Schedule of Rates contract. The Schedule of Rates will be used for calculation of payments.

All Tenderers are required to provide pricing for the contract units of Plant forming part of their Tender Offer.

## 2 Conditions of Tendering

### 2.1 Definitions

<b>Attachments:</b>	The documents you attach as part of your Tender
<b>Deadline:</b>	The deadline for lodgement of your Tender
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in AS2124
<b>Offer:</b>	Your offer to be selected to supply the requirements
<b>Principal:</b>	The Shire of Wyalkatchem
<b>Request:</b>	This document
<b>Requirements:</b>	The services requested by the Local Government
<b>Selection Criteria:</b>	The criteria used by the Local Government in evaluating your Tender
<b>Special Conditions:</b>	The additional contractual terms
<b>Specification:</b>	The Statement of Requirements that the Local Government request you to provide if selected
<b>Tender:</b>	Your completed Offer Form, response to the Selection Criteria and Attachments
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Local Government

### 2.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Principal's Request (*read and keep this part*)
- Part 2 – Conditions of Tendering (*read and keep this part*)
- Part 3 – Specifications (*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 – Price Schedule (*complete and return this part*)
- Part 7 – Compliance Criteria (*complete and return this part*)
- Part 8 – Tenderer's Human Resource Schedule (*complete and return this part*)

### 2.3 Separate Documents

- a) addenda and any other special correspondence issued to Tenderers by the Principal; and
- b) any other policy or document referred to but not attached to the Request.

## 2.4 Precedence of Documents

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

## 2.5 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 which includes all parts of the document nominated as 'complete and return' (Parts 5 - 11) 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.

## 2.6 Contact Persons

Tenderers should not rely on any information provided by any person other than the person listed below, unless otherwise authorised by this person:

<b>Name:</b>	Claire Trenorden
<b>Telephone:</b>	08 9681 1166
<b>Email:</b>	<a href="mailto:corporate@wyalkatchem.wa.gov.au">corporate@wyalkatchem.wa.gov.au</a>

## 2.7 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information made available to Tenderers for the purpose of tendering;
- b) examined the site and its surroundings;
- c) obtained and properly examined all information (including information provided by, or on behalf of, the Principal) relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- d) 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;
- e) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- f) Satisfied themselves they have a full set of the Request documents and all relevant attachments.

## 2.8 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline.

The Deadline for this request is:

**4:00 PM (AWST) on Friday 1 June 2018.**

Tenders may be:

- a) delivered by hand to Shire Office, 27 Flint St Wyalkatchem WA 6485; or

- b) sent through the mail to the Chief Executive Officer, Shire of Wyalkatchem, PO Box 224 Wyalkatchem WA 6485 in an envelope clearly marked 'Tender WY01/18'.

Tenderers must ensure that they have provided one signed copy of their Tender. Any brochures or pamphlets must be attached to that Tender. All pages must be numbered consecutively and the Tender must include an index.

**Electronic mail Tenders and/or Tenders submitted by facsimile will not be accepted.**

## **2.9 Alternative Tenders**

All Alternative Tenders **must** be accompanied by a conforming Tender. Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases, be clearly marked "ALTERNATIVE TENDER". Where an Alternative Tender is submitted, the Tenderer shall include a fully detailed description and shall state clearly the manner in which it differs from that specified. 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".

## **2.10 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 Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

## **2.11 Acceptance of Tenders**

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

## **2.12 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 with a completed and signed Offer Form and all required Attachments; or
- c) it is not submitted as specified in the Request; or
- d) it may be rejected if it fails to comply with any other requirements of the Request.

## **2.13 Tender Opening**

All Tenderers and members of the public may attend or be represented at the opening of Tenders. All Tenders will be opened in the Principal's offices, following the advertised Deadline. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held immediately after the Tender closing.

## **2.14 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 advised that no Tender was accepted.

## **2.15 General Conditions of Contract**

Tenders shall be deemed to have been made on the basis of and to incorporate the requirements of AS2124:1992 Part A and B.

## **2.16 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by a credit rating agency; and
- b) 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.

## **2.17 Ownership of Tenders**

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

## **2.18 Canvassing of Councillors or Officials**

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

## **2.19 Identity of the Tenderer**

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

## **2.20 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); and
- 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/s whose Tender is considered the most advantageous Tender to the Principal.



## **2.21 Compliance Criteria**

These criteria are detailed within Part 5 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.

## **2.22 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 aspects of the goods, services or work being purchased. Weighting of each criteria will be according to the Principal’s sole discretion.

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.

## **2.23 Selection Criteria**

The Contract will be awarded to a primary Tenderer who best demonstrates the ability to provide quality products and/or services and/or work at a competitive price. Supplementary arrangements with secondary Tenderers may also be made through this Tender process. 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.

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.

## **2.24 Pricing Considerations**

### **2.24.1 Weighted Price Criteria**

The evaluation process for this Tender will be conducted in accordance with the selection criteria outlined in the specifications.

<b>Criteria</b>	<b>Weighting</b>
Tendered Price	To be weighted at the Principal’s sole discretion

### **2.24.2 Schedule of Rates**

Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated rates tendered must include labour, material, delivery, loading/unloading, packing, marking, disposal, outside normal working hours attendance, all consultation expenses, sub-contractors fees, any overtime, weekend penalty or public holiday loading, administrative costs, travelling expenses, meetings attendance, reports, draft documents, disbursements, etc. and anything else necessary to carry out the services required under the Contract 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.

### 2.24.3 Insurance Costs

Tenderers shall allow for in their quoted price, any costs to be incurred or associated with in obtaining the required insurances and/or level of insurance cover.

### 2.24.4 Complying with Legal Requirements

The Contractor shall (at its own cost) comply with all legal requirements in any way affecting or applicable to the work under the Contract or the performance of this Contract (or both).

### 2.24.5 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; and
- c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirements, 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.

## **3 Specification**

### **3.1 General**

- a) Tenders will be considered for the following machines (or similar) for general cartage and related activities:
  - a. 6 Wheeler Tipper
  - b. 8 Wheeler Tipper
  - c. Truck and Dog
  - d. Semi Tippers – 2 trailers
  - e. Water Truck (size and capacity to be nominated)
- b) Vehicle type and size selection will be dependent on job requirements.
- c) All machines are to have UHF radios installed and operational.
- d) The Contractor shall supply contract unit(s) for fleet truck hire for cartage of bulk materials to or within the district of the Shire of Wyalkatchem upon the written request, normally in the form of a purchase order, or as directed by the Principal or his representative, and otherwise in accordance with the documents forming the Tender.
- e) The work locations will typically be the Principal's road construction sites within the district of the Shire of Wyalkatchem. Contractors shall be engaged on an as-required basis for periods necessary to primarily complete the capital road works and maintenance program. Generally the capital works program is September through to April, however, the size of program and weather conditions may cause this to vary.
- f) General cartage will be orientated towards maintenance works and will therefore be seasonal.
- g) The Contractor must be able to show, to the satisfaction of the Principal, that the operators are competent in the work required and has a current driver's licence. Written references or a list of referees may be required.
- h) Minimum five business days' notice will typically be given by Council of a job and the Contractor is to be available. If the Contractor is unable to supply the required vehicles with a minimum of two days' notice, the Principal reserves the right to engage an alternative Contractor to undertake the works.
- i) The Contractor shall provide the contract unit(s) in accordance with the Principal's written request up to the tendered maximum number of machines. If the Contractor cannot supply the priced contract unit(s) itself, the Contractor shall hire or, with the written consent of the Principal, sub-contract, to provide equivalent contract unit(s) to the contract unit(s) needed to complete the work required by the Principal. The Contractor shall bear the cost of any such hire or sub-contract and the Contract price as between the Principal and the Contractor shall not be increased because of such hire or sub-contract.

### **3.2 Plant**

- a) All vehicles are to be licensed, fully road worthy within the intent of the Road Traffic Act and Regulations and are to be mechanically sound.
- b) Vehicles considered unsafe by the Principal, including vehicles which exceed their permissible weight limit, will be banned from entering the work site and any costs so resulting will be at the Contractor's sole expense.
- c) If the Contractor fails to implement appropriate traffic management measures, the Principal's representative may take whatever steps considered necessary to properly provide for the safety and convenience of traffic, including hiring of plant and the

employment of labour and the cost of such provisions shall be charged to the Contractor, or shall be deducted from any payment due to the Contractor.

### **3.3 Occupation of Site**

- a) Entry onto private property is not permitted without the specific authorisation of the property owner or occupier.
- b) Every care must be taken to preserve and avoid damage to fences, roadways, kerbs, paths, other street hardware/fittings, verge landscaping and lawns. This care is to be extended to adjacent private property including gardens, fences, letterboxes, reticulation and all other private property.
- c) The Contractor shall, at its own cost, repair and/or reinstate any damage caused by the Contractor in executing the works required by the Principal. If the Contractor, in the opinion of the Principal, fails to carry out any such repair and/or reinstatement satisfactorily, the Principal may arrange for the work to be done. Any costs so incurred shall be recoverable as a debt due and owing from the Contractor, or alternatively may be deducted from any payment due under the Contract.

### **3.4 Occupational Health and Safety**

Contractors shall familiarise themselves with and adhere to the Shire of Wyalkatchem's Contractor's Occupational Safety & Health requirements. The Superintendent may stop work until any or all non-compliances has/have been rectified to the satisfaction of the Superintendent. Time, money or any other loss as a result of such delays will be entirely carried by the Contractor. Failure by any Contractor, Subcontractor, or any of their employees, to comply with these requirements may, at the discretion of the Principal, terminate this Contract with immediate effect.

- a) Notwithstanding Clause 21 of the General Conditions of Contract for Supply of Services, the Contractor shall comply with the Principal's safety requirements as detailed in The Shire of Wyalkatchem's Work Place Health and Safety Policy. A copy of this document is available on request.  
Nothing shall restrict the Principal or his representative from stopping dangerous work or practices and requiring the Contractor to take remedial action to comply with safety requirements.
- b) Contractors should note that any person who has a need to alight from their vehicle while on the Principal's work site, shall wear standard dress as follows:
  1. Minimum clothing requirements will be a long sleeve shirt, long trousers or long shorts;
  2. Steel toe-capped footwear;
  3. A high visibility garment/vest;
  4. Safety glasses;
  5. Wide brimmed hat.
- c) All necessary protective clothing/equipment shall be provided by the Contractor at no cost to the Principal.

### **3.5 Load Limits**

1. The Contractor shall not cart a load of bulk materials pursuant to this Contract, which is in excess of the legal load limit for the particular contract unit carting the bulk materials.
2. The Principal may refuse to accept delivery of bulk materials at any construction site, depot or other site under the control of the Principal, where the bulk materials sought to be delivered are in excess of the legal load limit for the particular contract unit making the delivery.
3. The Principal will make no payment to the Contractor in respect of the cartage of any bulk materials rejected in respect of demonstrated over loading. Furthermore, where disposal of excess material, required to adjust the weight of a contract unit to comply with its weight limit, prevents the Principal from realising the benefit of that material, the ex-pit cost of the material shall become a debt owed to the Principal by the Contractor.
4. The Principal may immediately and without further notice terminate the Contract if three or more loads are rejected pursuant to the above.

## **4 Special Conditions of Contract**

### **4.1. Period of Contract**

This Contract term is from the contract award date (expected to be 1 July 2018) through to 30 June 2019; with an option of a contract extension for a second term of 12 months through to 30 June 2020.

The option to extend the Contract shall be fully at the discretion of the Principal.

### **4.2. Price Adjustment**

The nominated rates are to apply for the first term (12 months) of the Contract.

The price adjustment for any Contract Extension will be calculated by multiplying the nominated rates by the Perth based CPI for the previous 12 month period. These rates will then be used for the second term (12 months).

### **4.3. Termination**

In the event of the Contractor being in breach of Contract by failing to carry out the Contract to the Principal's satisfaction, as determined at the Principal's sole discretion, the Principal may forthwith terminate the Contract by written notice to the Contractor.

Grounds for termination of the contract by the Principle include, but not limited to, occurrences where:

- a) the Contractor does not provide the equipment in accordance with the request of the Principal; or
- b) the Contractor does not, in the opinion of the Principal, perform the work required in a satisfactory of safe manner (including, but without limitation, for unsatisfactory productivity), the Principal may by notice in writing immediately terminate the Contract without penalty.

### **4.4. Insurances**

The successful Tenderer and its sub-contractor(s) (if any) will be required to effect and maintain the insurance policies referred to in clause 24 of the General Conditions of Contract for the Provision of Services in the following sums:

- a) **Public Liability Insurance** in the sum of at least **\$20,000,000** in respect of any one occurrence and for an unlimited number of claims;
- b) **Workers' Compensation** - the Contractor shall effect, and keep in effect during the currency of the Contract, such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any

Employee of the Contractor, or of a Sub-contractor of the Contractor, under the Workers' Compensation and Injury Act 1981, or at Common Law. All Inspection and Provisions of Insurance Policies requirements shall be as per AS 2124-1992, Clause 21 inclusive; and

Insurance requirements shall be as per AS 2124-1992. *Alternative 1* for Clause 18 and 19 shall apply where these two Clauses are applicable. Pursuant to AS 2124-1992, the Contractor shall be required to effect and maintain the insurance policies listed below:

#### **4.5. Environmental Protection**

##### **4.5.1. 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 perform similar care.

##### **4.5.2. 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 damaged 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.
- g) Prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

##### **4.5.3. 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. 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.

#### **4.7. Materials and Work**

##### **4.7.1. 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 and the Principal are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets" (MSDS). These sheets shall be consistent with the "Work Safe" information and format. The Contractor shall ensure MSDS sheets are available to personnel related to the service provided in this Contract (crushed road base and crushed limestone).

#### 4.7.2. Induction Training

Employees of the Contractor and its Sub-contractors shall not commence work on the site until they have been inducted in the requirements nominated in the Contractor's Safety Management Plan.

The Contractor, on request, shall make its personnel available to attend site specific inductions as required by the Principal.

#### 4.7.3. Pre-Job Planning

The Contractor shall, prior to engagement on works by the Principal, induct its employees and its Sub-contractors and separate Contractors with regard to its internal Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

#### 4.7.4. 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:

Normal working hours for construction work shall be:

- 7.00am to 4.00pm Monday to Friday,
- 7.00am to 1.00pm Saturday, excluding public holidays.

No work shall be undertaken outside these hours without prior approval from the designated Responsible Officer. Construction work includes deliveries to the site of the works and the on-site servicing and fuelling of machinery. Any application for work outside of normal hours shall demonstrate that it is reasonably necessary to perform the work outside of normal hours and additional neighbourhood consultation is required.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works.



## 5. Tenderer's Offer

### 5.1. Form of Tender

**The Chief Executive Officer**

**Shire of Wyalkatchem**

27 Flint St,

Wyalkatchem, WA, 6485.

I/We (Registered Entity Name): \_\_\_\_\_

(BLOCK LETTERS)

of: \_\_\_\_\_

(REGISTERED STREET ADDRESS)

ABN: \_\_\_\_\_

ACN: \_\_\_\_\_

Telephone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **In response to Request for Tender (RFT) WY01/18 "General Cartage":**

I/We agree that I am/We are bound by, and will comply with this Request and its associated Schedules and 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.



RFT No: **WY01/18**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_  
(BLOCK LETTERS):

Position: \_\_\_\_\_

Address: \_\_\_\_\_

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

Name of Witness: \_\_\_\_\_  
(BLOCK LETTERS)

Position: \_\_\_\_\_

Address: \_\_\_\_\_

## 5.2 Selection Criteria

The Principal has adopted a best value for money approach to this Tender.

The Contract will be awarded to a primary Tenderer who best demonstrates the ability to provide quality service at a competitive rate and supplementary Tenderers that, for the same reasons, increase the Principal’s capacity for efficient delivery of work. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

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.

### 5.2.1 Compliance Criteria

These criteria will not be 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.

Description of Compliance Criteria	
(a) Compliance with the Specification contained in the Request.	Yes/No
(b) Compliance with the Conditions of Tendering this Request.	Yes/No
(c) Compliance with and completion of the Offered Services within the Price Schedule.	Yes/No

### 5.2.2 Insurance Coverage

Tenderers are to supply evidence of their insurance coverage in a format as outlined below. A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.	Attachment - “Insurance Coverage”	Tick if attached <input type="checkbox"/>
--	-----------------------------------	--

Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Workers’ Compensation				

### 5.2.3 Occupational Safety and Health

The objective of the questionnaire is to provide an overview of the status of the 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.

<b>Occupational Safety and Health Record</b>		
Has the company maintained an Occupational Safety and Health Record?	Yes / No	Tick if attached <input type="checkbox"/>
<b>Safe Workplace Practices and Procedures</b>		
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations?	Yes / No	Tick if attached <input type="checkbox"/>

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

<b>Description of Compliance Criteria</b>	
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Tendering this Request.	Yes / No
(c) Compliance with all necessary Licences and Registrations.	Yes / No

### 5.2.4 Qualitative Criteria

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

<b>A. Relevant Experience</b> Tenderers must address the following information in an attachment and label it "Relevant Experience":	Weighting <20%>	
a) Provide details of similar work recently undertaken. b) Demonstrate competency and proven track record of achieving outcomes. c) Project reference sheet.	"Relevant Experience"	Tick if attached <input type="checkbox"/>

<b>B. Tenderer's Resources</b> Tenderers must address the following information in an attachment and label it "Tenderer's Resources":	Weighting <20%>	
a) Plant, equipment and materials. b) Any contingency measures or backup of plant/material resources (where applicable).	"Tenderer's Resources"	Tick if attached <input type="checkbox"/>

<p><b>C. Demonstrated Understanding</b> Tenderers must address the following information in an attachment and label it “Demonstrated Understanding”:</p>	Weighting <20%>	
a) The process for the delivery of the Works/Goods/Services. b) Demonstrated understanding of the Scope of Work.	“Demonstrated Understanding”	Tick if attached <input type="checkbox"/>

## 6. Price Schedule

Complete for machines you are able to provide.

<b>HIRE RATES Contract unit</b>	<b>Per hour rate (Standard work day \$/hour)</b>	<b>Per hour rate (Weekend day \$/hour)</b>	<b>Per hour rate (Public Holiday day \$/hour)</b>	<b>Capacity information</b>	<b>Maximum number of machines available</b>
6 Wheel Tipper					
8 Wheel Tipper					
Truck and Dog					
Semi Tipper Bogie					
Semi Side Tipper – 2 trailers					
Water Truck					
Other (add below)					

- Rates to be inclusive of GST unless otherwise nominated.
- Rates are to be applied for time at site only, with any travel component accounted for in the nominated hourly rates.
- All cartage trucks are to be fitted with a tarp system to cover loads that can be operated at ground level.

## 7. Compliance Criteria

### 7.1. Standard General Conditions of Contract

The Standard General Conditions of Contract on which this Contract will be based are:

Australian Standards AS 2124-1992, inclusive of AS 2125-1992 and AS 2127-1992, where applicable. The full contents of this document are not attached to the Tender documentation. It is prospective Tenderers' sole responsibility to obtain, and be conversant with, the contents thereof.

### 7.2. Organisation Profile and Referees

Attach your organisation profile and label it "Attachment 1".	Attachment 1 Tick if attached <input type="checkbox"/>
Attach details of your referees, and label it "Attachment 2". You should give examples of work provided for your referees where possible.	Attachment 2 Tick if attached <input type="checkbox"/>

### 7.3. Sub Contractors

Do you intend to sub-contract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details of the sub-contractor(s) including the name, address, location of premise and the number of people employed and label it "Attachment 6".	Attachment 6 Tick if attached <input type="checkbox"/>

### 7.4. Financial Position

Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

### 7.5. Insurance Coverage

The insurance requirements for this Request are stipulated at Clause 4.2. Tenderers are to supply evidence of their insurance coverage in a format as outlined below in "Attachment 9". A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

			1	2	
			BA & VM Brookes	Mayday Earthmoving	
Criteria	Weighting				
1	Price - Semi Side Tipper - 2 trailers	40%	\$/Hr incl GST	198	242
			Score	10	7
			Weighted Score	40	28
2	Relevant Experience	20%	Score	8	7
			Weighted Score	16	14
3	Tender's Resources	20%	Score	7.5	7.5
			Weighted Score	15	15
4	Demonstrated Understanding	20%	Score	8	7
			Weighted Score	16	14
			<b>Total Score</b>	<b>87.0</b>	<b>71.0</b>

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# BA & VM BROOKES

PO BOX 114, GOOMALLING WA 6460  
PH: (08) 96291266 FAX: (08) 96291266  
ABN: 853 024 687 43

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Page 3	Compliance Criteria Insurance Cover
Page 4	Occupational Health and Safety
Page 5	Price Schedule
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Page 7	Human Resources Schedule
Page 8	Attachment 1 - Profile
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Page 10	Previous Projects Completed
Page 11	Tenderers Resources





RFT No: WY01/18

2

Dated this 16 TH day of MAY 2018 20

Signature of authorised signatory of Tenderer: P Brookes

Name of authorised signatory: PHILIP BROOKES  
(BLOCK LETTERS):

Position: PLANT MANAGER, TRUCK DRIVER

Address: LOT 110 NORTHAM - PITHARA ROAD GOOMALLING 6460

Witness Signature: V M Brookes.

Name of Witness: VERONICA BROOKES  
(BLOCK LETTERS)

Position: BUSINESS OWNER

Address: 98 YORKGUM DRIVE GOOMALLING 6460

## 7. Compliance Criteria

### 7.1. Standard General Conditions of Contract

The Standard General Conditions of Contract on which this Contract will be based are:

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If Yes, attach details of the sub-contractor(s) including the name, address, location of premise and the number of people employed and label it "Attachment 6".	Attachment 6 Tick if attached <input type="checkbox"/>

### 7.4. Financial Position

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--	--

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4

### 5.2.3 Occupational Safety and Health

The objective of the questionnaire is to provide an overview of the status of the 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.

<b>Occupational Safety and Health Record</b>		
Has the company maintained an Occupational Safety and Health Record?	(Yes) / No	Tick if attached <input type="checkbox"/>
<b>Safe Workplace Practices and Procedures</b>		
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations?	(Yes) / No	Tick if attached <input type="checkbox"/>

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

<b>Description of Compliance Criteria</b>	
(a) Compliance with the Specification contained in the Request.	(Yes) / No
(b) Compliance with the Conditions of Tendering this Request.	(Yes) / No
(c) Compliance with all necessary Licences and Registrations.	(Yes) / No

### 5.2.4 Qualitative Criteria

- Before responding to the following qualitative criteria, Tenderers must note the following:
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<b>A. Relevant Experience</b> Tenderers must address the following information in an attachment and label it "Relevant Experience":	Weighting <20%>	
a) Provide details of similar work recently undertaken. b) Demonstrate competency and proven track record of achieving outcomes. c) Project reference sheet.	"Relevant Experience"	Tick if attached <input type="checkbox"/>

<b>B. Tenderer's Resources</b> Tenderers must address the following information in an attachment and label it "Tenderer's Resources":	Weighting <20%>	
a) Plant, equipment and materials. b) Any contingency measures or backup of plant/material resources (where applicable).	"Tenderer's Resources"	Tick if attached <input type="checkbox"/>



5

<b>C. Demonstrated Understanding</b> Tenderers must address the following information in an attachment and label it "Demonstrated Understanding":	Weighting <20%>	
a) The process for the delivery of the Works/Goods/Services. b) Demonstrated understanding of the Scope of Work.	"Demonstrated Understanding"	Tick if attached <input type="checkbox"/>

## 6. Price Schedule

Complete for machines you are able to provide.

HIRE RATES Contract unit	Per hour rate (Standard work day \$/hour)	Per hour rate (Weekend day \$/hour)	Per hour rate (Public Holiday day \$/hour)	Capacity information	Maximum number of machines available
6 Wheel Tipper	126.50	126.50	126.50	10 m <sup>3</sup>	1
8 Wheel Tipper					
Truck and Dog					
Semi Tipper Bogie					
Semi Side Tipper – 2 trailers	198	198	198	32 m <sup>3</sup> 46 T	2
Water Truck	137.50	137.50	137.50	30,000 L	1
Other (add below) F.E.L	165	165	165	4 m <sup>3</sup>	1

- Rates to be inclusive of GST unless otherwise nominated.
- Rates are to be applied for time at site only, with any travel component accounted for in the nominated hourly rates.
- All cartage trucks are to be fitted with a tarp system to cover loads that can be operated at ground level.

\*

### PLEASE NOTE

ALL PLANT HIRE RATES REMAIN UNCHANGED EXCEPT ROADTRAIN SIDETIPPERS TO ALLOW FOR INCREASED OPERATIONAL COSTS FUEL, WAGES, ETC

## 5.2 Selection Criteria

The Principal has adopted a best value for money approach to this Tender.

The Contract will be awarded to a primary Tenderer who best demonstrates the ability to provide quality service at a competitive rate and supplementary Tenderers that, for the same reasons, increase the Principal's capacity for efficient delivery of work. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

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Description of Compliance Criteria	Yes/No
(a) Compliance with the Specification contained in the Request.	Yes/No
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(c) Compliance with and completion of the Offered Services within the Price Schedule.	Yes/No

### 5.2.2 Insurance Coverage

Tenderers are to supply evidence of their insurance coverage in a format as outlined below. A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.	Attachment - "Insurance Coverage"	Tick if attached <input type="checkbox"/>
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Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability	NEXUS	17142341508PK	10,000,000	31.10.18
Workers' Compensation	NEXUS	1PE1966874GWC	50,000,000	31.10.18

17  
18

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# BA & VM BROOKES

PO BOX 114, GOOMALLING WA 6460  
PH: (08) 96291266 FAX: (08) 96291266  
ABN: 853 024 687 43

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## ATTACHMENT 1 - PROFILE

Postal Address: PO Box 114, Goomalling WA 6461

Business Address: Lot 42 Northam-Pithara Road, Goomalling WA 6461

Trading as: BA & VM Brookes

Manager: Brian Brookes 96291148 Mobile: 0429 044349

Employees: Philip Brookes  
Michael Brookes  
Anthony Sewell  
Wayne Rickwood

Other: Main Roads Department Heavy Vehicle Accreditation

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# BA & VM BROOKES



PO BOX 114, GOOMALLING WA 6460  
PH: (08) 96291266 FAX: (08) 96291266  
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## ATTACHMENT 2 - REFEREES

Rod Munz, Engineer	0407 604164
Peter Murray, Shire of York	0405 580222
Clem Kerp, Shire of Goomalling	(08) 9629 1101
Mick Fizzioli, Earthstyle Contracting	0429 188 818
Greg Stephens, Shire of Tammin	0437 371 101

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# BA & VM BROOKES



PO BOX 114, GOOMALLING WA 6460  
PH: (08) 96291266 FAX: (08) 96291266  
ABN: 853 024 687 43

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## PREVIOUS PROJECTS COMPLETED

BGC: Northam-Great Eastern Highway Bypass. Main contractor on project 2 years

Ertech: Bungulla-Kellerberrin gravel and fill haulage

Riverlea: Carnamah gravel overlay  
Indian Ocean Drive

Briety: Walebing Great Northern Highway

Macca Civil: Wiluna Meekathara Road

Shire of Dowerin: Several years, various projects including  
gravel sheeting

Shire of Goomalling: 20 years+ various projects including:  
Bolgart East realignment  
Jennacubbine-Yarramony widening  
Irishtown Bejording upgrade

Shire of Wyalkatchem: 5 years, Various projects including  
Wilson Street & intersection upgrade  
Ross Road gravel sheeting

Main Roads Department: 45 years Northam and Kalgoorlie branches



Handwritten initials/signature in the top right corner.

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# BA & VM BROOKES

PO BOX 114, GOOMALLING WA 6460  
PH: (08) 96291266 FAX: (08) 96291266  
ABN: 853 024 687 43

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**TENDERERS RESOURCES – PLANT & EQUIPMENT AVAILABLE FOR HIRE**

Mack Prime Mover GO 2598

Mack Prime Mover GO 2402

Mack Prime Mover GO 2470

Freightline Prime Mover 440 GO

4 Semi Trailers

Case 821B Front End Loader

Semi Water Tanker



## Request for Tender

RFT No:	WY01/18
Contract Name:	<b>Trucks for General Cartage</b>
Contract Period:	From: 1 July 2018 to 30 June 2019; with an option of a contract extension for a second term of 12 months through to 30 June 2020.
Tender Format:	Public Tender
Contract Type:	Schedule of Rates
Deadline:	<b>4:00 PM (AWST) on Friday 1 June 2018</b>

Address for Delivery:	<p><b>Shire of Wyalkatchem</b> 27 Flint Street Wyalkatchem WA 6485.</p> <p>Electronic mail and facsimile tender submissions will <b>NOT</b> be accepted.</p>
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RFT No: **WY01/18**

## **5. Tenderer's Offer**

### **5.1. Form of Tender**

**The Chief Executive Officer  
Shire of Wyalkatchem**  
27 Flint St,  
Wyalkatchem, WA, 6485.

I/We (Registered Entity Name): MAYDAY EARTHMOVING  
(BLOCK LETTERS)

of: 21 Oliver st Northam, 6401  
(REGISTERED STREET ADDRESS)

ABN: 59 057 155 245

ACN: 057 155 245

Telephone No: 08 9409 0400

E-mail: lucas@maydayem.com.au

#### **In response to Request for Tender (RFT) WY01/18 "General Cartage":**

I/We agree that I am/We are bound by, and will comply with this Request and its associated Schedules and 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.

RFT No: **WY01/18**

Dated this 28th day of May 2018

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory: LUCAS SARTORI

(BLOCK LETTERS):

Position: Operations Manager

Address: 1/25 Edison Rise, Wangara

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

Name of Witness: Bryce Abbott

(BLOCK LETTERS)

Position: Managing Director

Address: 1/25 Edison Rise, Wangara



## 5.2 Selection Criteria

The Principal has adopted a best value for money approach to this Tender.

The Contract will be awarded to a primary Tenderer who best demonstrates the ability to provide quality service at a competitive rate and supplementary Tenderers that, for the same reasons, increase the Principal's capacity for efficient delivery of work. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

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.

### 5.2.1 Compliance Criteria

These criteria will not be 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.

Description of Compliance Criteria	
(a) Compliance with the Specification contained in the Request.	Yes/No
(b) Compliance with the Conditions of Tendering this Request.	Yes/No
(c) Compliance with and completion of the Offered Services within the Price Schedule.	Yes/No

### 5.2.2 Insurance Coverage

Tenderers are to supply evidence of their insurance coverage in a format as outlined below. A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.	Attachment - "Insurance Coverage"	Tick if attached X
--	-----------------------------------	-----------------------

Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability	Lloyds of London	ATCMP00275	\$20 000 000	28/2/2019
Workers' Compensation	Allianz	VVWH0083655	\$20 000 000	28/2/2019

### 5.2.3 Occupational Safety and Health

The objective of the questionnaire is to provide an overview of the status of the 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.

<b>Occupational Safety and Health Record</b>		
Has the company maintained an Occupational Safety and Health Record?	Yes / No	Tick if attached X
<b>Safe Workplace Practices and Procedures</b>		
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations?	Yes / No	Tick if attached X

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

<b>Description of Compliance Criteria</b>	
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Tendering this Request.	Yes / No
(c) Compliance with all necessary Licences and Registrations.	Yes / No

### 5.2.4 Qualitative Criteria

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

<b>A. Relevant Experience</b> Tenderers must address the following information in an attachment and label it "Relevant Experience":	Weighting <20%>	
a) Provide details of similar work recently undertaken. b) Demonstrate competency and proven track record of achieving outcomes. c) Project reference sheet.	"Relevant Experience"	Tick if attached X

<b>B. Tenderer's Resources</b> Tenderers must address the following information in an attachment and label it "Tenderer's Resources":	Weighting <20%>	
a) Plant, equipment and materials. b) Any contingency measures or backup of plant/material resources (where applicable).	"Tenderer's Resources"	Tick if attached X



## 7. Compliance Criteria

### 7.1. Standard General Conditions of Contract

The Standard General Conditions of Contract on which this Contract will be based are:

Australian Standards AS 2124-1992, inclusive of AS 2125-1992 and AS 2127-1992, where applicable. The full contents of this document are not attached to the Tender documentation. It is prospective Tenderers' sole responsibility to obtain, and be conversant with, the contents thereof.

### 7.2. Organisation Profile and Referees

Attach your organisation profile and label it "Attachment 1".	Attachment 1 Tick if attached X
Attach details of your referees, and label it "Attachment 2". You should give examples of work provided for your referees where possible.	Attachment 2 Tick if attached X

### 7.3. Sub Contractors

Do you intend to sub-contract any of the Requirements?	No X
If Yes, attach details of the sub-contractor(s) including the name, address, location of premise and the number of people employed and label it "Attachment 6".	

### 7.4. Financial Position

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

### 7.5. Insurance Coverage

The insurance requirements for this Request are stipulated at Clause 4.2. Tenderers are to supply evidence of their insurance coverage in a format as outlined below in "Attachment 9". A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.	Yes X
--	-------



<b>C. Demonstrated Understanding</b> Tenderers must address the following information in an attachment and label it "Demonstrated Understanding":	Weighting <20%>	
a) The process for the delivery of the Works/Goods/Services. b) Demonstrated understanding of the Scope of Work.	"Demonstrated Understanding"	Tick if attached X

## 6. Price Schedule

Complete for machines you are able to provide.

HIRE RATES Contract unit	Per hour rate (Standard work day \$/hour)	Per hour rate (Weekend day \$/hour)	Per hour rate (Public Holiday day \$/hour)	Capacity information	Maximum number of machines available
6 Wheel Tipper	\$143	\$154	\$154	8 Tonne	6
8 Wheel Tipper	\$154	\$165	\$165	14 Tonne	3
Truck and Dog	\$198	\$209	\$209	38 Tonne	5
Semi Tipper Bogie	\$170.5	\$181.5	\$181.5	27 Tonne	8
Semi Side Tipper – 2 trailers	\$242	\$253	\$253	50 Tonne	3
Water Truck	\$132	\$143	\$143	12000 Litre	9
Other (add below)	See Below				

- Rates to be inclusive of GST unless otherwise nominated.
- Rates are to be applied for time at site only, with any travel component accounted for in the nominated hourly rates.
- All cartage trucks are to be fitted with a tarp system to cover loads that can be operated at ground level.

Machine	Dry Hire Rate
12-14T Vibe Roller	\$240/day+gst
Pad Foot Roller	\$250/day+gst
Multi Roller	\$250/day+gst
Grader	\$550/day+gst
Posi-Track	\$280/day+gst
Loader	\$420/day+gst



## **City of Rockingham- Hire of Road Construction Plant and Trucks**

**Mayday Earthmoving\_**  
Organisational Capability

### **Directors**

Bryce Abbott- Managing Director

Ken Abbott- Director

### **Managers**

Shaun Carragher- Maintenance

Lucas Sartori- Operations

Joe Egerton- Regional/Safety

### **Supervisors**

Doogs Dvorak- Earthworks and Material

Brad Deane- Road and Construction

David O'Callaghan- Road and Construction

Cameron Rapley- Maintenance and Servicing

### **Administration**

Tracey Claydon- Office Administrator



RFT No:	WY01/18
Contract Name:	<b>Trucks for General Cartage</b>

**Mayday Earthmoving-**

Demonstrated Experience

The name of the client;

[City of Cockburn](#)

When the previous contracts were performed, including starting and finishing month and year;

[Contract started in 2012 and is still on-going having been re-awarded it twice](#)

A detailed description of the products and/or services provided;

[Supplying plant and operators to the city's road construction team upon request. Notice can be from two weeks through to several hours.](#)

Similarities between the requirements of the previous contract and this Request;

[Required to supply high quality and well-maintained machinery to the road construction crew of the City of Cockburn.](#)

The total value of the previous contract; and

[Approximately \\$3000-\\$60000 per month.](#)

The outcome of the previous contract.

[Contract to be deemed successful due to being re-awarded by the City.](#)

The name of the client;

[City of Wanneroo](#)

When the previous contracts were performed, including starting and finishing month and year;

[Contract started in 2012 and is still on-going having been re-awarded it twice](#)

A detailed description of the products and/or services provided;

[Supplying plant and operators to the city's road construction team upon request. Notice can be from two weeks through to several hours.](#)

Similarities between the requirements of the previous contract and this Request;

[Required to supply high quality and well-maintained machinery and experienced operators to the City's numerous road, environmental and construction crews.](#)

The total value of the previous contract; and  
Approximately \$1.5--2 million per year.

The outcome of the previous contract.  
Contract to be deemed successful due to being re-awarded by the City.





RFT No:	WY01/18
Contract Name:	Trucks for General Cartage

## Mayday Earthmoving-

### Delivery Schedule

Delivery lead times;

Previously lead times have ranged from 1-2 weeks up to an immediate response. We can cater for most projects with 1-3 days' notice.

Delivery methods, systems and processes;

Having regular communication with the site supervisors on their progress of the jobs and what they may require coming up helps in the process of delivery. From here we log the plant requirement into our system and follow the necessary procedures to ensure it is delivered on time, in good condition and meeting site requirements.

Availability of product, delivery operators and escort personnel;

As we service the entire area of WA availability changes by the day. Our fleet consists of over 200 pieces of plant we can arrange so all requirements are met with a reasonable lead time.

Alternative supply options should plant be not available or become unavailable to the City. eg: breakdown,

As we have several other depots around WA we can source plant from them should a situation arise where this is needed. Our team of field servicemen work around the state to ensure downtime is at a minimum.

Safe working procedures.

Please see attached. Mayday OHS Manual



RFT No:	WY01/18
Contract Name:	<b>Trucks for General Cartage</b>

## **Mayday Earthmoving-**

### Service and Maintenance

The availability of spare parts for the Offered Products in Western Australia;

All our machines have low hours and no older than 3-5 years old with regular turn over to ensure the high quality. We make sure we are stocked with spare parts or have regular communication with the manufacturers.

The frequency of servicing requirements for the Offered Products; and

Our machines are serviced on a 250-hour schedule.

The arrangements for repairs and maintenance for the Offered Products, including response times.

With our team of field servicemen, controlled by our Maintenance Manager, our response time can be from 30 minutes to several hours and very rarely goes into the following day. We make sure to keep in regular contact with the supervisors to ensure they are aware informed as where the repair process is at.



Phone: 1300 635 315  
Fax: 08 9389 4242  
Email: dpowell@elliottinsurance.com.au

5/95 Stirling Highway, Nedlands, WA 6009  
PO Box 1136 Nedlands, WA 6909

A member of the Elliott Australia Group

### CERTIFICATE OF INSURANCE

This is to confirm that we have arranged insurance on your behalf, as follows in accordance with the Terms, Conditions and Exclusions of the Insurance Policy. Please check the details shown and advise us immediately if they are not in accordance with your requirements.

<b>Insured Name:</b>	<b>Chivas Enterprises Pty Ltd T/as Mayday Earthmoving</b>
<b>Class of Insurance:</b>	<b>Public and Products Liability</b>
<b>Policy Number:</b>	<b>ATCMP00275</b>
<b>Expiry date:</b>	<b>28/02/2019</b>
<b>Business:</b>	<b>Equipment Hire and Earthmoving Contractors</b>
<b>Sum Insured:</b>	<b>Section 1 Public Liability \$20,000,000 Section 2 Products Liability \$20,000,000</b>
<b>Geographical Limits:</b>	<b>Worldwide Excluding North America.</b>
<b>Underwritten by:</b>	<b>ATC Insurance via Lloyds of London</b>

Regards

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

**David Powell**  
**Senior Account Executive**



Phone: 1300 635 315  
Fax: 08 9389 4242  
Email: dpowell@elliottinsurance.com.au

5/95 Stirling Highway, Nedlands, WA 6009  
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<b>Insured Name:</b>	<b>Chivas Enterprises Pty Ltd t/a Mayday Earthmoving</b>
<b>Class of Insurance:</b>	<b>Workers Compensation</b>
<b>Policy Number:</b>	<b>WWH0083655</b>
<b>Expiry date:</b>	<b>28/02/2019</b>
<b>Occupation Details:</b>	<b>Earthmoving</b>
<b>Anzsic 77430</b>	<b>Plant Hire Or leasing</b>
<b>Underwritten by:</b>	<b>Allianz Insurance</b>

Regards

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

**David Powell**  
**Senior Account Executive**



- 8.3 Officer Reports to Council - No items this meeting**
- 8.4 Officer Reports to Council - No items this meeting**
- 9. Motions of which previous notice has been given Nil**
- 10. Questions by members of which due notice has been given Nil**
- 11. New business of an urgent nature introduced by the presiding person Nil**

# **Late Agenda Item**

## **12.1 Personnel – Recruitment – Selection – Works Manager**

### **1. Accept the late item. A mover and seconder are required**

**Council Decision Number: 76/2018**

**Moved:** Cr Garner      **Seconded:** Cr Gamble

**That the late agenda item be accepted**

**Vote:** 5/0

## **12. Personnel - Recruitment – Selection - Works Manager**

**Voting Requirement:** Absolute Majority

**Council Decision Number:** 77/2018

**Moved:** Cr Holdsworth

**Seconded:** Cr Butt

**That Council Resolve the following**

**That the meeting be closed to members of the public in accordance with the *Local Government Act 1995*, Part 5, and Section 5.23 of the Act**

**Under the *Local Government Act 1995*, Part 5, and Section 5.23, states in part:**

**(2) If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following:**

**(a) a matter affecting an employee or employees;**

**(b) the personal affairs of any person;**

**(c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;**

**(d) legal advice obtained, or which may be obtained by the local government and which relates to a matter to be discussed at the meeting;**

**(e) a matter that if disclosed, would reveal:**


**(i) a trade secret**

**(ii) information that has a commercial value to a person or**

**(iii) information about the business, professional, commercial or financial affairs of a person,**

**Vote:** 5/0

## 12.1 PERSONEL – RECRUITMENT – SELECTION – WORKS MANAGER

<b>FILE REFERENCE:</b>	22.23.5
<b>AUTHOR'S NAME AND POSITION:</b>	Ian McCabe Chief Executive Officer
<b>AUTHOR'S SIGNATURE:</b>	
<b>DATE REPORT WRITTEN:</b>	7 June 2018
<b>DISCLOSURE OF INTEREST:</b>	The author has no financial interest in this matter.

### Summary:

1. That Mr Darryn Watkins is the preferred candidate of Council for appointment as Manager of Works for a period of three (3) years;
2. That the draft contract is endorsed by Council and the President and Chief Executive Officer are to execute the agreement and attach the Common Seal;
3. That operational matters to give effect to this decision be delegated to the Chief Executive Officer.

### Appendices:

1. Draft Employment Contract\*;
2. Application Package (includes Position Description);
3. Advertisement 18 May 2018.

### Comment:

The position of Works Manager was advertised 18 May for two weeks, closing 1 June 2018. Elected members and staff have been briefed about the recruitment process, which has included advertising via Seek.com.au; the acceptance of 16 applications with cover letter, CV and referees; the interview of short-listed candidates 5 - 7 June 2018 by the Chief Executive Officer and Manager of Corporate Services; and referee checks for best performing candidates. Council work shopped candidates' materials 7

June and identified the preferred candidates with advice from the interview panel. An offer of employment will be made according to Council's decision.

**Consultation:**

Full Council

Mrs Claire Trenorden

Staff

Applicants' referees

**Statutory Environment:**

Local Government Act 1995 and regulations

**Policy Implications:**

There is no direct Council Policy relative to this report.

**Financial Implications**

There is no financial implication of this decision.

**Strategic Plan/Risk Implications**

There is no direct strategic implication of this item.

**Voting Requirements**                      Simple Majority

**Council Decision Number:** 78/2018

**Moved:** Cr Holdsworth

**Seconded:** Cr Gamble

**That Council resolve the following:**

1. That Mr Darryn Watkins is the preferred candidate of Council for appointment as Manager of Works for a period of three (3) years;
2. That the draft contract is endorsed by Council and the President and Chief Executive Officer are to execute the agreement and attach the Common Seal;

3. That operational matters to give effect to this decision be delegated to the Chief Executive Officer.

**Vote:** 5/0

\*Please note that Appendix 1 - Draft Employment Contract is omitted from the public copy of these minutes due to the confidential nature of the information contained within the document.

# WORKS MANAGER APPLICATION PACKAGE



Dear Applicant

Thank you for your interest regarding the position of **WORKS MANAGER** with the Shire of Wyalkatchem.

The following information is provided to assist in the preparation of your application:

- Copy of advertisement;
- Shire Profile
- Position Description (including essential and desirable selection criteria);
- Guidelines for Applying for an Advertised Vacancy.

This information is provided to you so that you fully understand the expectations of the organisation in relation to the application information you provide as well as the format and content of your application. Please read these guidelines carefully and follow all instructions.

The Shire of Wyalkatchem is an Equal Opportunity Employer.

Yours sincerely,

**IAN MCCABE**  
**CHIEF EXECUTIVE OFFICER**  
18 May 2018

**With an increasing number of projects to be delivered in the next few years there is no better time to join the team than now. The following opportunity has arisen within our Works Team:**

## **WORKS MANAGER Full Time**

### **Copy of Advertisement:**

#### **Works Manager**

#### **Shire of Wyalkatchem**

Council's Vision: That Wyalkatchem is an inclusive, dynamic community where all share in a thriving economy and a sustainable, safe and valued environment

#### **Career Opportunity / Excellent package / Progressive Council**

The Shire of Wyalkatchem requires an experienced professional with strong leadership ability to develop, plan and implement Council's construction and

maintenance programmes. This will include roads, footpaths, drainage and other infrastructure.

You're a strong leader who will support your team while effectively managing time and projects. This role is accountable for delivering a cost effective, efficient and high quality engineering, construction and maintenance service to the local government.

The successful applicant will have technical and practical experience; be able to co-ordinate projects; provide on-site supervision; and complete required technical and administrative functions. You will be required to commit to a Code of Conduct, complete a pre-start medical and supply a current Police Clearance when requested.

Applications are invited from persons with experience in project management, engineering or construction, from outside as well as within the local government sector. The Shire of Wyalkatchem is an equal opportunity employer.

An initial three year fixed term contract will be offered to the successful applicant. A total reward package of up to \$145,953 will be negotiated, including base salary of up to \$105,000, up to 14.5% super, housing and utilities and unrestricted private use of a vehicle. Five weeks' annual leave applies. Enquiries may be directed to Mrs Claire Trenorden at [corporate@wyalkatchem.wa.gov.au](mailto:corporate@wyalkatchem.wa.gov.au) or by calling on 08 9681 1166.

**APPLY NOW.** Please include a cover letter, a comprehensive CV / resume and at least two referees who have direct recent experience of your work. Canvassing of Councillors will disqualify. All applications are to be marked 'Confidential Application, Works Manager' and addressed to:

Chief Executive Officer  
Shire of Wyalkatchem  
PO Box 224  
WYALKATCHEM WA 6485 or [general@wyalkatchem.wa.gov.au](mailto:general@wyalkatchem.wa.gov.au)

**Applications close 12 Noon Friday 1 June 2018** by email or in writing only. No late applications or facsimiles accepted. [www.wyalkatchem.wa.gov.au](http://www.wyalkatchem.wa.gov.au)

### **Shire Profile:**

The Shire of Wyalkatchem is located 194km north-east of Perth and 35km east of Dowerin. The district of Wyalkatchem has an area of 1,743 square km, a local roads network of 682km and a population of 516. The local economy is driven by agriculture, with wheat and sheep dominating. The town has all major services, including general practitioner doctor, district high school, district hospital, police, St John Ambulance and volunteer fire brigades. As well as the hotel and Districts Club, there is a number of retail outlets including an IGA, pharmacy, news/lotto/café, tyre shop, butcher shop, Community Resource Centre, Australia Post and National



Australia Bank. Agricultural services are delivered through Elders and Landmark and the Community Resource Centre delivers library, Department of Transport and visitor centre services, as well as a range of community activities. The district is well served by sporting and community groups and has excellent facilities for bowls, tennis, football, hockey, golf and swimming.

The Shire of Wyalkatchem has two public playgrounds; a number of facilities with garden areas; and a major oval with football, turf cricket wickets and hockey grounds.

The local government has invested heavily in recent years to improve works plant, increase housing for the aged and the standard of sporting and community facilities. The future is exciting and this is a great time to be part of the team.

## **JOB AND PERSON DESCRIPTION**

For the purpose of Recruitment Only

<b>Position:</b>	<b>MANAGER OF WORKS</b>
<b>Department:</b>	Works and Services
<b>Reports to</b>	Chief Executive Officer
<b>Level of Direction:</b>	General Direction
<b>Supervision of:</b>	Leading Hand, Roads; Leading Hand, Towns; Road Crew; Town Crew; External Contractors

**Incumbent:**

**Date Appointed:**

### **Position Objectives:**

1. Manage the outside workforce in the areas of roads, footpaths, parks and gardens, inclusive of construction and maintenance and to provide advice to Council and the public including contractors and landowners, on works and services matters in accordance with Council's Strategic Plan and Policies;
2. Manage and provide leadership and technical advice to ensure the objectives of the organisation are met in the works and services section of the Shire;
3. Liaise with the Chief Executive Officer and provide leadership and advice to Council, elected members and senior staff in the provision of effective management of the Shire's works and services section.

### **Organisational Relationships:**

#### **Internal:**

Reports to: Chief Executive Officer

Liaises with Manager, Corporate Services: Budget, works programme, grants, resource and programme logistics;

Administration and purchasing: Administration Staff

**External:**

Main Roads WA

Land Owners

Contractors

Business Owners

Government Departments

Other Local Authorities

General Public

<b>Position Responsibilities</b>	<b>Key Result Areas</b>
<p>Co-ordinate and manage Council's works program which includes the construction and maintenance of roads, bridges, footpaths, drainage systems and other infrastructure.</p> <p>Effectively manage council's staff, plant and equipment resources to ensure the effective delivery of services related to infrastructure provision.</p>	<p>Ensure 100% clearance of the funded capital works program on an annual basis including successful acquittal of road funding.</p> <p>Prepare forward planning programme for roadwork's to enable Council to consider realistic forward planning and use of finances as directed by the Chief Executive Officer.</p> <p>Ensure that Council requirements are carried out promptly and efficiently in accordance with priorities and established policy and maintain effective liaison with the Chief Executive Officer to provide the best possible service to the residents.</p> <p>Provide leadership and direction to Leading Hand, Outside Works Crew, specialist staff in the effective human resource management of all staff engaged in infrastructure construction and maintenance activities, including the conveyance of instructions, performance management and staff development.</p> <p>Conduct and facilitate annual performance appraisals which identify competencies, training needs and staff achievements. Assist with the development of relevant training plans, as required.</p> <p>Foster a team culture between all staff to ensure an effective, flexible approach to achieve corporate objectives, and plan future works.</p> <p>Ensure administrative procedures are undertaken to process time sheets (with</p>

Manage Council's works depots. Report on Council's plant and equipment resources, including the maintenance, repair and replacement program, ensuring that schedules are maintained and repairs/replacement is cost effective.

Control the goods and services purchasing function related to infrastructure works.

Prepare specifications, undertake tendering processes, negotiate contracts and manage externally contracted works.

Contribute to the development and implementation of compliant OSH strategies and activities associated with the management of workplace safety including risk identification, assessment and risk control. Ensure all employees work in a safe working environment, and all items of plant and equipment are maintained in sound operational condition.

accurate cost codes), payroll matters and approved leave applications.

Oversee the stores function, ensuring the adequate and responsible levels of store, including fuels and oils.

Advise Council and prepare substantive reports for the replacement of plant and equipment.

Verify creditor invoices, allocate job costing account numbers, attach orders and prepare cheque requisitions requests. Administer progress payments to contractors

Evaluate goods and service provider proposals and/or quotes. Negotiate with supplier representatives in relation to quotations and product/service availability or deadlines.

Commitment to monthly toolbox meetings and development of procedures with works staff. Ensure that outcomes from toolbox meetings are being reported for further action.

Lead compliance with all policies, procedures, guidelines and instructions issued to protect personal health and safety and the health and safety of others. Instruct staff (where relevant) in the safe and effective use of equipment and facilities.

Observe workplace procedures for risk identification, risk assessment and risk control including identification, reporting and investigation of all health and safety risks, accidents, injuries, property damage and mishaps in the workplace.

Participate in all activities associated with workplace health and safety including but not limited to:

- Fire and emergency training
- Safe use of Council equipment
- Manual Handling

Contribute to Shire Ranger Services including direct liaison with Rangers and other staff on following issues:

- Dog control
- Fire control
- Litter control
- Off-road vehicles
- Abandoned vehicles
- Illegal camping
- Other matters as directed

Responsible for overseeing sport and recreation facilities and infrastructure ensuring that facilities are being maintained to a high standard and that asset renewal requirements are planned.

This includes:

- Recreation oval
- Swimming pool
- Tennis courts
- Basketball/netball courts
- Public parks and spaces

#### Administration

- Prepare and action correspondence as directed by the Chief Executive Officer
- Coordinate meetings as required
- Attend to interviews with the public relating to works and services matters from time to time
- Attend to all funding applications and other relevant documentation relating to Main Roads WA and other grant allocations for road construction and maintenance
- Implement procedures as required by the Local Government Act to close roads and thoroughfares both temporarily and permanently
- Provide input into budget deliberations to ensure that a realistic approach can be made in the day to day operations of the

- Induction and Orientation
- Waste management

works section to ensure that scheduled works match available resources

- Report regularly on adjustments in relation to expenditure requirements
- Ensure that the Shire's two way communications system is functioning effectively
- Attend to call outs after working hours and organise availability for work after hours

Any other reasonable duty as required

## Appendix 1 - Key Result Areas/Performance Indicators

1. **Council** – build effective relationships with Councillors by coordinating agenda items for discussion at Council workshops and meetings. Meeting all deadlines as required and ensuring status reports are actioned and current.
2. **Administration** – to complete a forward monthly works program for inclusion in the Information Bulletin Report as well as a summary of works completed. When inspecting physical assets the requirement exists to complete a summary condition report including hazard identification for inclusion in the monthly Information Bulletin Report.
3. **Financial Management** – ensure that budgets in works and services area are reviewed monthly and report variances to finance department and Chief Executive Officer.
4. **Strategic Planning** – Ensure that the following forward planning documents are completed annually in accordance with the budget time line.
  - 10 year capital works programme including Roads to Recovery and Regional Road Group projects
  - 10 year plant replacement programme including calculation of annual changeover requirements and impact on forward Budget
  - Completion of road condition reports and development of road hierarchy to enable 10 year maintenance programme
  - Review of Plant Operation Costs, depreciation and internal recovery rates
  - Review of Public Works Overhead rate
  - Development of Heavy Vehicle Access Policy based on the Cardno and WALGA template. It is recommended that the Shire's arterial bitumen roads be classified Network 6 and unsealed local roads Network 4 with restrictions where applicable
5. **Project Management** – accept responsibility for project management determined as part of the annual budget process. This may include capital works.
6. **Community Liaison** – develop a Register of License Agreements with landowners for the supply of gravel and other road building materials. Compile a map of agreed gravel locations.
7. **Occupational Safety and Health** – continue monthly toolbox meetings with works staff and develop procedures for the identification and reporting of hazards to improve workplace safety. Ensure that outcomes from toolbox meetings are being reported for further action.

- 8. Contractor Liaison** – effective communication and liaison with contractors to ensure required works are managed to requirements.

## THE ORGANISATION

### **Our Purpose is:**

**The Council of Wyalkatchem works with the community to protect and enhance the quality of life for current and future generations.**

Our skilled and professional workforce embraces this purpose, delivering projects safely, with accountability and with respect.

The Shire of Wyalkatchem is governed by a Council of seven. There are sixteen staff positions with five administrators, an environmental health officer, two cleaners and eight works crew. The Shire of Wyalkatchem has been recognised for its positive workplace culture, strong financial management and leadership in governance and emergency services.

## THE POSITION

Directly: two full-time equivalents (supervisory team leaders) who oversee the delivery of roads and town programmes (another five full-time equivalents). This is a total headcount of eight (seven full-time equivalents).

Reports to: Chief Executive Officer

### Summary and Objectives:

This position coordinates Parks and Gardens work within the Shire of Wyalkatchem. It ensures the team is directed, works safely and effectively; has sufficient training, equipment and supplies. The role is responsible for the outcomes and quality of parks and gardens maintenance work within the Shire of Wyalkatchem.

### Organisational:

- Embrace and participate in change to assist in achieving the Shire's goals and objectives;
- The ability to maintain strict confidentiality is an essential requirement of all employees of the Shire;
- Actively participate in the ongoing development, compliance and promotion of professional customer service standards;
- Recommend changes or strategies which promote a 'Continual Improvement' and 'Best Practice' approach to service delivery;
- Promotes, maintains and improves the working environment and practices to ensure compliance with Industrial Awards;
- Occupational Safety and Health, Equal Employment Opportunity legislation and Council's Policies and Procedures.

## **Occupational Safety and Health, employee requirements:**

Employees are responsible and accountable for:

- Complying with workplace procedures for risk identification, risk assessment and risk control;
- Participation in activities associated with the management of workplace health and safety;
- Identification and reporting of health and safety risks, accidents, incidents, injuries, property damage and mishaps at the workplace;
- Correct utilisation of appropriate personal protective equipment.

### *Authority and accountability*

Employees at this level are expected to apply solutions based on significant experience. The Works Manager Hand will be expected to act autonomously but as part of a team and always within council plans and policies. The Works Manager will be expected to assume responsibility for assessing programme requirements, setting objectives and being accountable for outcomes that deliver on Council's plans and budgets.

## **SELECTION CRITERIA**

Essential:

1. Hold a current unrestricted drivers' licence (minimum C-class);
2. Provision of a current National Police Clearance less than three months old;
3. Relevant qualifications with supporting equivalent technical and practical experience, particularly construction and maintenance of road and other assets;
4. Demonstrated leadership experience and ability

### *Interpersonal skills*

5. Developed oral and written literacy and numeracy skills;
6. Sounds communication and interpersonal skills;
7. Ability to prepare computer based project, budget and planning documents; ability to prepare correspondence and standard format reports;

### *Judgment and problem solving*

8. Experienced in the safe operation and maintenance of medium to high complexity mechanical plant, including a sound working knowledge of WorkSafe WA requirements;

### *Management skills*

9. Experience and understanding of quality control processes, materials and equipment cost estimating and job cost recording;
10. Sound experience supervising, training and guiding teams.



Highly Desirable: Formal engineering qualifications.

## **GUIDELINES FOR APPLYING FOR AN ADVERTISED VACANCY**

### **General Information**

These guidelines are designed to assist you in demonstrating that you are a suitable applicant for the advertised position.

### **Preparing the Application**

Your application is the first step towards securing an interview and therefore should be of the highest standard possible. Preferably the application should be typed, however neat and legible handwritten applications are acceptable, and stapled in the top left hand corner. Please do not submit applications in plastic or cardboard folders. Applications received will not be returned; you should photocopy any original documentation.

### **Your application should include the following:**

- **Covering Letter**

The covering letter introduces yourself to the selection panel and should include the title of the position you are applying for. You should explain why you are applying for the position and how you may be contacted during normal business hours;

- **Resume**

Your resume should provide personal details (name, address, and telephone number), relevant work history and education, training courses attended, qualifications and (if relevant) professional memberships. Relevant work history should commence with the most recent position you have held as well as the dates or period of employment. In the description of your work history, give a brief summary of the duties and responsibilities for each of the positions;

- **Referees**

You should include with your resume the names and contact numbers of at least two work related referees. Referees may be contacted to verify your claims in relation to the selection criteria. Preferably one referee should be your current supervisor or manager or alternatively a supervisor/manager from a previous position may be used.

- **Formal Qualifications**

Photocopies of your qualification(s) or academic records of current studies should be attached to your application. Do not submit original certificates of your qualifications or academic records.

### **Addressing the Selection Criteria**

This is the most important part of your application. Make a statement against each selection criteria and outline relevant claims and experience. Consideration for interview is based upon clear demonstration of your ability to meet each of the

selection criteria. You should indicate how you meet the criterion and provide examples of events and projects which demonstrate experience, knowledge and skills. It is recommended that your statements in response to each of the selection criteria be no more than half a page.

## **Preparing for the Interview**

- **Before the Interview**

The panel will short list applicants for interview who meet the selection criteria; this may take up to two weeks after the closing date. If you are selected for an interview, an officer will telephone you to organise a mutually convenient time to conduct the interview. The interview is an important part of the selection process.

- **During the Interview**

The panel will generally consist of at least two members. Interviews will be structured and each applicant will be assessed in the same manner. The aim is to obtain examples of past situations which actually occurred, how the situation was handled and the outcome of the action taken. For example, "provide the panel with a situation where you had to resolve a very difficult customer complaint and explain how the situation was resolved?" During the interview, panel members will take notes and assess your answers to questions. This enables each candidate to be assessed in an equitable and fair manner. If you do not understand a question, you should seek clarification before providing a reply.

- **After the Interview**

In some cases, preferred applicants may be asked to undertake other selection tests. Preferred applicants may be required to undertake a pre-employment medical to determine the applicant's suitability to carry out the inherent requirements of the position description. Some positions will require a Police clearance. Should you be successful, a member of the panel will contact you to verbally offer you the position and agree on a commencement date. This would normally occur within one week of the interview. The Chief Executive Officer will then forward in writing the offer of employment to the successful applicant. If requested, the panel convenor will provide feedback to unsuccessful applicants who received an interview, indicating the reasons why their application was not successful.

## **Closing Date**

Vacancies with the Shire of Wyalkatchem are advertised for a specific period and close at 12 Noon on the closing date shown in the advertisement.

## **Late Applications**

Late applications will not be accepted.



## Works Manager (re-advertised)

### Shire of Wyalkatchem

Council's Vision: That Wyalkatchem is an inclusive, dynamic community where all share in a thriving economy and a sustainable, safe and valued environment

#### **Career Opportunity / Excellent package / Progressive Council**

The Shire of Wyalkatchem requires an experienced professional with strong leadership ability to develop, plan and implement Council's construction and maintenance programmes. This will include roads, footpaths, drainage and other infrastructure.

You're a strong leader who will support your team while effectively managing time and projects. This role is accountable for delivering a cost effective, efficient and high quality engineering, construction and maintenance service to the local government.

The successful applicant will have technical and practical experience; be able to co-ordinate projects; provide on-site supervision; and complete required technical and administrative functions. You will be required to commit to a Code of Conduct, complete a pre-start medical and supply a current Police Clearance when requested.

Applications are invited from persons with experience in project management, engineering or construction, from outside as well as within the local government sector. The Shire of Wyalkatchem is an equal opportunity employer.

An initial three year fixed term contract will be offered to the successful applicant. A total reward package of up to \$145,953 will be negotiated, including base salary of up to \$105,000, up to 14.5% super, housing and utilities and unrestricted private use of a vehicle. Five weeks' annual leave applies. Enquiries may be directed to Mrs Claire Trenorden at [corporate@wyalkatchem.wa.gov.au](mailto:corporate@wyalkatchem.wa.gov.au) or by calling on 08 9681 1166.

**APPLY NOW.** Please include a cover letter, a comprehensive CV / resume and at least two referees who have direct recent experience of your work. Canvassing of Councillors will disqualify. All applications are to be marked 'Confidential Application, Works Manager' and addressed to:

Chief Executive Officer  
Shire of Wyalkatchem  
PO Box 224  
WYALKATCHEM WA 6485 or [general@wyalkatchem.wa.gov.au](mailto:general@wyalkatchem.wa.gov.au)

**Applications close 12 Noon Friday 1 June 2018** by email or in writing only. No late applications or facsimiles accepted. [www.wyalkatchem.wa.gov.au](http://www.wyalkatchem.wa.gov.au)

**Voting Requirements:** Absolute Majority

**Council Decision Number:** 79/2018

**Moved:** Cr Holdsworth

**Seconded:** Cr Garner

**That Council Resolve the Following:**

That the meeting be re-opened to the public

**Vote:** 5/0

**13. Closure of Meeting:** 5.51pm