BULK VERGE COLLECTION SERVICE

SCOPE OF WORKS:

The Town of Claremont requires a Tender to provide for the removal of residential green waste and hard waste within the district of the Town of Claremont (currently 4,500 residences approx).

The Town is divided into four separate areas for the purpose of conducting the verge collection service.

The Town of Claremont currently collects 500 tonnes (approx) of green waste and 250-350 tonnes of hard waste (approx) per annum from verge collections. Currently approximately 15,000 (25 litre) green waste bags are in use by residents to store green waste whilst awaiting collection from the verge (see Schedule 3.5).

TENDER PRICE FOR SERVICE TO BE PROVIDED:

Tenders are required to provide prices for the services as below;

(1) Six (6) collections a year comprising of four (4) Green Waste and two (2) Bulk (Hard) Waste collections.

(2) In addition the Town requires the provision of miscellaneous for “extra services”.

An hourly rate ($ per hr) is to be provided for collecting illegally dumped bulk rubbish that is left within the Claremont district.

- Miscellaneous (non hazardous) waste collected, transported and delivered to the JFR (Jim) McGeough Resource Recovery Facility (Brockway Transfer Station), Brockway Road, Shenton Park for disposal.

- Timeframe for pickup of twenty four (24) hours from when it is reported to the contractor.

DURATION OF CONTRACT:

Two (2) Years – January 2018 - 31 December 2019.

The Town of Claremont requires an overall tender price to provide the verge bulk collection service. Tenders indicating tonnage rates only will be considered. Any tender failing to submit tonnage rates may not be accepted.

REQUEST FOR TENDER CLOSE at 4.00pm on WEDNESDAY 6 SEPTEMBER 2017

ENQUIRIES: Brian Kavanagh – Manager Statutory Services
Telephone: (08) 9340 6905 / 0438 995 517 Email: bkavanagh@claremont.wa.gov.au
GENERAL CONDITIONS OF TENDERING
AND INFORMATION TO TENDERERS

The Town of Claremont is calling for tenders for the collection of bulk rubbish deposited on verge in its district (“the District”).

The following information is provided for the assistance of Tenderers.

1. The Town of Claremont (the Town) will consider each conforming Tender submitted and the decision regarding the successful Tender will be determined by the Council of the Town of Claremont.

2. Tenders close at 4.00pm on WEDNESDAY 6 SEPTEMBER 2017 (“Closure date”).

3. The Tender shall be enclosed in a sealed envelope and clearly marked on the outside Bulk Verge Collection Tender 2017-01 and shall be deposited in the Tender Box located at the Town of Claremont Office 308 Stirling Highway, Claremont (corner of Bay View Terrace and Stirling Highway). A Tender not deposited in the Tender Box prior to the closure date will not be considered by Council.

4. Tenders sent by facsimile or email will not be considered.

5. The following documents must be submitted as part of any Tender:-
   (i) The Completed Form of Tender (including the Schedule of Prices);
   (ii) The General Conditions of Contract;
   (iii) The General Conditions of Tendering; and
   (iv) Supporting statements or information required by any of the above documents.

   Where a Tenderer wishes to supply additional information, this may be done by annexing sheets to the tender; however, all such sheets must be signed by the Tenderer.

6. In lodging a tender the Tenderer shall acknowledge:-
   (i) It does not rely on any representation, letter, document or arrangement whether oral or in writing or other conduct, as adding to or amending these Tender Conditions, and that, in the event of acceptance of an Offer, the Tender Form, and these Tender Conditions will constitute the only agreement between the Town and the Tenderer;
   (ii) It does not rely in making its offer upon any warranty or representation made by or on behalf of the Town except such as are expressly provided but has relied entirely upon its own enquiries; and
   (iii) The Town will not be responsible for any costs or expenses incurred by any Tenderer in preparing and lodging a Tender.
7. Tenderers are required to acquaint themselves with all conditions relating to the Tender, and to familiarise themselves with the District and its boundaries prior to submitting a Tender.

8. All Tenders shall remain valid and open for acceptance for a minimum period of three (3) months from the close of tenders 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 Manager Statutory Services and the Tenderer in writing.

9. The lowest or any Tender will not necessarily be accepted.

10. Canvassing of Councillors will immediately render any Tender informal.

11. (i) Any enquiry or request for clarification by a Tenderer must be made in writing.

(ii) The Town shall only be required to supply written responses to enquiries or requests made in conformity with this clause and such responses will be given to all persons who collected the Tender Papers from the Town.

12. Tenderers shall submit Tenders for the carrying out the service for a term of two (2) years.

13. All Tenderers are urged to pay close attention to the General Conditions of the Contract.

14. Tenders will be assessed by the Town by reference to the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>45%</td>
</tr>
<tr>
<td>EXPERIENCE</td>
<td>25%</td>
</tr>
<tr>
<td>PLANT/EQUIPMENT</td>
<td>20%</td>
</tr>
<tr>
<td>STRATEGY</td>
<td>10%</td>
</tr>
</tbody>
</table>

15. These Tender Conditions will continue to bind each Tenderer notwithstanding that its Offer might not be accepted and notwithstanding acceptance of any other offer and, in the case of the successful Tenderer, notwithstanding entry into the Contract.

16. Any Tender which does not comply with the above conditions may be rejected.
FORM OF TENDER - TOWN OF CLAREMONT

TO: Chief Executive Officer  
Town of Claremont  
308 Stirling Highway  
CLAREMONT WA 6010

I/We ________________________________  
(name of Tenderer)

______________________________  
(address)

Having examined the General Conditions of Contract, the General Conditions of Tendering and Information to Tenderers hereby offer to carry out and complete the works described in the General Conditions of Contract in accordance with the Schedule of Prices submitted herewith.

Dated this ________________________________ day of ________________________________ 2017.

______________________________  
Signed by the said

in the presence of

______________________________  
or if the Tenderer is an incorporated body -

THE COMMON SEAL of )
(ACN ) was hereunto )
affixed by authority of its directors in the )
presence of: )

______________________________  
DIRECTOR

______________________________  
DIRECTOR/SECRETARY


ANNEXURE TO TENDER

TENDERER’S COMPANY PROFILE AND SCHEDULE OF PLANT

The following information is submitted with the Tender attached hereto.

1. Plant and vehicles to be utilised in the collection of green waste and bulk (hard) waste, listed under headings of age, make, capacity and condition.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. Number of employees in company.

________________________________________________________________________

3. Number of employees to be used in the execution of this contract.

________________________________________________________________________

4. The names and telephone numbers of referees in general industry or State and local government.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

5. Proposed location of depot for the storage and cleaning of plant.

________________________________________________________________________

________________________________________________________________________
6. If incorporated under the Corporation Law, Tenderers should submit:-

(i) a current copy of a search from the Australian Securities and Investments Commission; and

(ii) a copy of the Tenderer’s audited accounts for the year ending 30 June 2017.

7. Annex a copy of the Tenderer’s Policies, Guidelines and Directions to Employees addressing worker occupational safety and health.

8. Other comments and submissions by Tenderer.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signed by the said

in the presence of

________________________________________________________________________

or if the Tenderer is an incorporated body -

THE COMMON SEAL of )
(ACN) was hereunto )
affixed by authority of its directors in the )
presence of:

________________________________________________________________________

DIRECTOR

________________________________________________________________________

DIRECTOR/SECRETARY
SCHEDULE OF PRICES
OFFER – BULK VERGE COLLECTION CONTRACT

...hereby offers to carry out the works in accordance with the Request for Tender (RFT) 2017-01 at the following prices:-

SERVICE – Two Year Contract - Six (6) collections a year comprising of four (4) Green Waste and two (2) Bulk (Hard) Waste collections.

1. YEAR 1
   1 January 2018 - 31 December 2018
   Green Waste Collection x 4 per annum
   $.............................................................. (excluding GST)
   Bulk (Hard) Waste Collection x 2 per annum
   $.............................................................. (excluding GST)

   YEAR 1 TENDER PRICE $.................................................................

2. YEAR 2
   1 January 2019 - 31 December 2019
   Green Waste Collection x 4 per annum
   $.............................................................. (excluding GST)
   Bulk (Hard) Waste Collection x 2 per annum
   $.............................................................. (excluding GST)

   YEAR 2 TENDER PRICE $.................................................................
3. In addition the Town requires the provision of miscellaneous for “extra services”.

   An hourly rate ($ per hr) is to be provided for collecting illegally dumped bulk rubbish that is left within the Claremont district.

   - Miscellaneous (non hazardous) waste collected, transported and disposal.
   - Timeframe for pickup of twenty four (24) hours from when it is reported to the contractor.

**YEAR 1**
1 January 2018 - 31 December 2018

$........................................................... per hour (excluding GST)

**YEAR 2**
1 January 2019 - 31 December 2019

$........................................................... per hour (excluding GST)

4. The Tenderer confirms that the prices provide for the collection of all green waste and bulk (hard) waste deposited on verges in the District of the Town of Claremont during the Term in accordance with the description of services in the General Condition of Contract.
GENERAL CONDITIONS OF CONTRACT

The Contract is for the supply of the services shown in the Schedule and the performance of the Contract is under or subject to any special stipulations or conditions notified to the Contractor before the acceptance of its Quote and to the following General Conditions insofar as such conditions are respectively applicable, that is to say:

1. Interpretation

In these General Conditions of Contract and in every Appendix and document annexed hereto or incorporated with or forming part of the Contract and in the Quote and General Conditions of Tendering unless the contrary intention appears:

"Bulk (Hard) Waste" means rubbish placed on the verge for collection by the Contractor other than by way of the weekly rubbish collection.

"Clause" means a clause of this Contract.

"Chief Executive Officer" means the Chief Executive Officer for the time being of the Local Government and includes any person for the time being acting in that capacity, his or her Deputy, or any person authorised in writing by the Chief Executive Officer for the purposes of this Contract.

"Disposal Site" means the rubbish disposal site specified in the Schedule, or any other site or place from time to time nominated or approved in writing by the Local Government for the purposes of this Contract.

"District" means the health district of the Local Government constituted pursuant to the provisions of the Health (Miscellaneous Provisions) Act 1911.

"Green Waste" includes plant and vegetative material, including prunings and pieces of trees and shrubs not longer than 1.5 metres in length. No single piece of vegetation shall weigh in excess of 16 kilograms and no branch or pruning shall exceed 100 mm in diameter.

"Health Act" means the Health (Miscellaneous Provisions) Act 1911.

"Local Government" means the Town of Claremont.

"Manager Statutory Services" (MSS) means the Manager Statutory Services of the Local Government for the time being and includes any person acting in that capacity or an officer of the Local Government nominated by the Chief Executive Officer.

"Part" means a part of this Contract.

"Plant" includes all motor vehicles, carts, plant, equipment, implements and appliances required for the carrying out of the services in accordance with provisions of this Contract.

"Premises" includes all dwellings, whether single, detached, group or otherwise.
"Rubbish" includes green waste, house and bulk waste and all other rubbish and waste but does not include builders' rubble.

"Schedule" means a Schedule to this Contract.

"Services" means the services to be rendered by the Contractor more particularly defined in the Schedule to this Contract.

"Term" means the term defined specified in the Schedule.

"White goods and metal" includes any appliance whose outer casing is principally or wholly in white metal, including stoves, washing machines, refrigerators, clothes dryers, and any other object or thing wholly or principally constructed of or comprised of metal.

2. **No warranty as to disposal site**

The Local Government gives no warranty as to the availability or otherwise of any disposal site listed in the Schedule.

3. **Contract Term**

This contract commences on and expires on the dates shown in the Schedule.

4. **Tenderer to provide guarantee**

As security for the due and proper performance and observance of the Contract by the Contractor the Tenderer shall within seven (7) days of notification of acceptance of Tender by the Local Government deliver to the Local Government a bank guarantee in the sum of $20,000.00 from a guarantor and in a form acceptable to the Local Government.

The guarantee shall be retired by the Local Government on the expiry of the Term.

5. **Provision of Plant**

(1) The Contractor shall provide and have in readiness at least seven (7) days before the commencement of the Term all plant approved by the Local Government necessary for the proper and efficient performance of its obligations hereunder including all necessary implements, tools and appliances for the effective collection and proper disposal of bulk waste and whitegoods and metal.

(2) Each vehicle used for the purpose of this Contract shall:

   (i) be of the side loading compaction type body or other type approved by the Local Government;

   (ii) comply with the provisions and requirements of all relevant statutes, local laws, by-laws and regulations and any notice or order made pursuant thereto;

   (iii) be constructed so that it may be loaded without the cover having to be removed and so that no bulk rubbish will be blown out or fall or
be dislodged from the vehicle or be exposed to view, the weather or flies after loading thereof;

(iv) be equipped with a mobile phone to enable communication between the Contractor’s office or depot and the vehicle;

(v) be equipped with a broom and shovel suitable for sweeping up any bulk rubbish;

(vi) be fitted with hazard markings, reversing alarm and flashing amber lights; and

(vii) display a sign on each side of the vehicle, in letters no smaller than 50mm in size containing the words “Contractor to the Town of Claremont”.

(3) The Contractor shall also provide and have in readiness at least one back up vehicle which complies with the provisions and requirements of this Contract and is capable of being used in substitution for any of the vehicles normally used in the performance of this Contract.

(4) The Local Government is not liable for any cost or expense incurred by the Contractor in the provision or modification of a vehicle for the purposes of this Contract or complying with a notice or instructions given hereunder.

6. Painting of Vehicles

The Contractor shall, if required by the MSS, at the Contractor’s own expense cause each vehicle:

(1) to be painted in colours approved by the MSS prior to the commencement of the Term; and

(2) to be repainted in the colours approved by the MSS whenever reasonably required by the MSS in writing during the Term.

7. Maintenance and renewal of plant

The Contractor shall at the Contractor’s own expense:

(1) Maintain in good order and serviceable condition and in a proper state of repair all plant required for the efficient and proper performance of this Contract;

(2) Repair, renew and replace the plant or any item thereof as may from time to time be necessary to ensure the proper and efficient performance of this Contract or when directed to do so by the MSS;

(3) Provide all necessary cleansing materials and tools required for those purposes; and

(4) Allow the MSS or a person appointed by him, from time to time and at all reasonable times inspect all plant, tools and materials used by the Contractor and the Contractor shall promptly comply with all reasonable directions of the MSS in respect thereof.
8. Rejection of plant

(1) If the MSS is of the opinion that any item of plant used by the Contractor is unfit or unsuitable for use or does not comply either with the provisions of this Contract or the requirements of the Environmental Protection Act 1986 relating to noise emissions the MSS may by notice in writing to the Contractor require the Contractor to discontinue the use of the item of plant specified in the notice.

(2) The Contractor may within seven (7) days after the service of a notice given by the MSS pursuant to sub-clause (i) by notice in writing to the CEO require that the matter be referred to the Council.

(3) The determination of the Council is final.

9. Services

(1) Subject to the:-

(i) bulk waste being located on the verge; and

(ii) the bulk waste complying with any requirement of the Town,

the Contractor shall collect and remove all bulk waste and shall transport it so collected forthwith by the shortest practicable route to the disposal site in accordance with provisions of this contract, PROVIDED THAT if any white goods or metal are contained within the bulk waste then they may not be disposed of at the disposal site but shall be disposed of by the Contractor at a scrap metal or salvage yard and the proceeds of any such sale to remain the property of the Contractor;

(2) If for any reason whatsoever the Contractor is prevented from or fails to collect from any verge pursuant to this Contract, the Local Government may exercise the powers conferred by clause 28. But if it does not do so, the Contractor shall arrange the collection of bulk waste from that verge at a time or on a day approved by the MSS and shall notify the occupiers of all premises as directed by MSS.

(3) The Local Government is not liable to the Contractor for any compensation, allowances or damages in respect of any losses or additional expense incurred by the Contractor by reason of any industrial action. If the Contractor does not carry out any of the services on account of industrial action, the Contractor shall not claim payment in respect of services not carried out.

(4) Subject to:-

(i) the provisions in this Contract relating to trade waste; and

(ii) the right of the Local Government to enter into a separate contract for the collection and sale of recyclable material,

the Local Government shall not enter into a Contract with any other person to collect or remove bulk waste from verges within the District but nothing in this Contract prevents the Local Government from authorising an occupier
of premises to remove and dispose of rubbish or trade waste emanating from those premises.

(5) The MSS may from time to time in writing direct the Contractor to cease to collect and remove bulk waste from a verge specified by him.

10. Disputes or Differences

(1) If there is any dispute or difference between the MSS and the Contractor as to:

(i) any direction given by the MSS under this Contract;

(ii) the manner in which the work is being carried out by the Contractor; or

(iii) any other matter arising out of this Contract,

the dispute or difference shall be referred to the Council whose determination is final.

11. Changes in Collection

The Contractor shall pay the cost of the notification to occupiers within the District of a change in the day or method of bulk waste collection by way of a leaflet delivered to each of the premises within the District and by way of advertisement in a newspaper circulating within the district.

12. Day and Time to be Rendered

(1) The Contractor shall collect and remove bulk waste in accordance with any Schedule provided by the Town to the Contractor from time to time.

(2) Where the service would normally be rendered on Good Friday, Christmas Day or New Years Day the Contractor shall render the service at another time during the week appointed or approved by the MSS and shall notify the occupiers of premises affected by the alternative time of collection, no later than seven (7) days prior to Good Friday, Christmas day or New Years Day as the case may be.

(3) The Contractor shall render the service in accordance with the preceding sub-clause at no extra expense or cost to the Local Government.

(4) The Contractor shall not collect or permit any of their employees to collect any rubbish before the hour of 7.00am but shall commence work not later than 8.00am.

(5) The Contractor shall not collect rubbish on a Saturday or Sunday unless with the prior written approval of the MSS.

(6) Subject to the exception contained in sub-clause (2), the Contractor shall provide the service on the day of the week approved by the MSS in accordance with sub-clause (1) hereof notwithstanding that some collection days may fall upon public holidays. Such service shall be provided at no additional cost to the Local Government.
13. Duties

The Contractor shall:

(1) at all times promptly comply with and carry out the reasonable demands, orders and directions from time to time given by the MSS;

(2) at all times comply with and observe the provisions of the Health Act, the Local Government Act 1995, the Environmental Protection Act 1986 and all other relevant law;

(3) not stand or permit to remain standing on any road any vehicle used by the Contractor for a longer period than is necessary for the purpose of collecting and removing bulk waste from verges nearby;

(4) not commit any nuisance on or about any premises or damage any premises or any building, fence, gate or other thing on any premises and shall indemnify the Local Government from all liability in respect thereof;

(5) without limiting the generality of the foregoing, not collect bulk waste from premises in any street from time to time nominated by the MSS during the peak traffic periods specified by him; and

(6) promptly answer enquiries and investigate complaints made by occupiers of premises in the area and notify the MSS of the answers to those enquiries and the results of those investigations.

14. Transport and Disposal of Bulk Rubbish

The Contractor shall:-

(1) cause the bulk rubbish contained in a vehicle to be kept completely covered at all times except when rubbish is being deposited therein;

(2) prevent bulk rubbish falling from or being blown from the vehicle;

(3) when a vehicle is filled to capacity with bulk rubbish cause it to be taken directly to the disposal site and emptied; and

(4) if any bulk rubbish falls from or is blown from a vehicle forthwith to cause it to be picked up and placed in a vehicle and taken to the disposal site.

15. Cleaning of Vehicles

The Contractor shall:

(1) cause each vehicle used for the purpose of this Contract to be washed down thoroughly, cleansed and disinfected daily at a place approved by the MSS forthwith after leaving the disposal site for the last time on each day it is used and to be kept in a clean condition at all times; and

(2) cause all effluent and liquid wastes arising from the cleansing and disinfecting of each vehicle to be disposed of in a manner and at a place approved by the MSS.

16. Reports

14
(1) The Contractor shall from time to time promptly report in writing to the MSS:

(i) any breach of the Health Act that comes to the notice of the Contractor and render reasonable assistance to the Local Government in any prosecution in respect of any such breach and shall attend at court at no cost to the Local Government;

(ii) any hindrance to the proper performance of this Contract by the Contractor; and

(iii) any case of bulk waste unfit for removal.

(2) The Contractor shall attend the Local Government's offices at least monthly and at any other time the MSS reasonably requires, for the purpose of reporting to the MSS and receiving instructions from the MSS.

(3) In addition, the Contractor shall whenever requested by notice in writing attend a meeting of the Council or a committee of the Council and answer any questions and supply all information regarding the services rendered.

(4) The Contractor shall provide and maintain a telephone, Personal Computer (PC) at its place of business during the Term.

(5) The MSS may require the Contractor from time to time to sign a book containing directions given by the MSS or the Council to the Contractor by way of acknowledgement thereof and the Contractor shall comply with that requirement.

17. Contractor to Engage Sufficient Number of Employees

The Contractor shall at its own expense engage and employ a sufficient number of persons who are in the opinion of the MSS fit and competent in order that the Contractor will be able to carry out promptly and efficiently its obligations under this Contract.

18. Conduct of Employees

(1) The Contractor is responsible for and answerable to the MSS for the honesty, sobriety, and good conduct of all employees employed or engaged by the Contractor in or about the work while they are at work and for all acts and defaults of them or any of them and shall ensure that they conduct themselves on all occasions in a conscientious, civil and obliging manner.

(2) The Contractor and their employees shall

(i) cause as little noise and disturbance as possible;

(ii) leave all verges clean and as nearly possible in the same state and condition in which they are found; and

(3) If an employee of the Contractor does not comply with or commits a breach of the provisions of sub-clause (i) or (ii) the Contractor shall be deemed to have committed a breach of this Contract.
19. Supervisor

(1) If the Contractor himself or herself is not physically supervising the performance of the obligations under this Contract, the Contractor shall at all times during the execution of this contract employ a responsible person as supervisor.

(2) A person employed as a Supervisor shall not engage in the collection or disposal of rubbish pursuant to this Contract.

(3) The Contractor shall ensure that a responsible person is available by telephone after hours and shall notify the MSS of the name, address and telephone number of that person and of any change thereof.

20. Power to Order Replacement

(1) Subject to the provisions of any state or federal industrial legislation, the MSS may by notice in writing to the Contractor require the Contractor to replace an employee whom the MSS considers to be unfit to carry out the work under this Contract or who for other good cause should be replaced.

(2) Upon the receipt of a notice pursuant to sub-clause (i) the Contractor shall forthwith discharge the employee mentioned in the notice from any further work under this Contract, at no cost to the Local Government and shall not without the prior written consent of the MSS re-employ that employee in the performance of this Contract.

(3) The Contractor hereby indemnifies the Local Government in respect of all claims, demands, proceedings and liabilities in respect of the replacement of an employee pursuant to the provisions of this clause.

21. Wages

The Contractor shall at all times pay to its employees their full entitlement such as may be prescribed by any State or Federal award which applies from time to time, and shall in all other respects comply with all relevant provisions of any award.

22. Workers’ Compensation

(1) The Contractor shall forthwith insure and keep insured each and every one of the employees engaged or employed by the Contractor for the purposes of this Contract for the time being for the full amount of the liability of the Contractor and for the full amount of the joint and several liability of the Contractor and the Local Government (if any) to pay compensation under the Workers’ Compensation and Injury Management Act 1981, in the joint names of the Local Government as principal and the Contractor as Contractor and in accordance with the provisions of that Act.

(2) The Contractor hereby indemnifies the Local Government from and in respect of:

   (i) any and all liability of the Local Government in respect of any of the Contractor’s employees under the Workers’ Compensation and Assistance Act 1981 and the Occupational Health Safety and Welfare Act 1984; and
(ii) all liability in respect of any accident to or injury suffered by any employee of the Contractor.

(3) The Contractor shall produce a certificate of currency of each of the policies of insurance referred to in this clause to the MSS upon request and upon each renewal of each policy.

(4) The Contractor shall ensure that each policy of insurance contains a provision that it cannot be amended or cancelled by the insurer unless the Local Government has been given not less than ten (10) days notice written notice of the proposed amendment or cancellation.

23. Record of Services Rendered

(1) The Contractor shall:

(i) keep or cause to be kept full and accurate records in writing of all bulk waste removals and collections made;

(ii) at monthly intervals at least enter in the records the number of rubbish removals and collections during the preceding month; and

(iii) at all reasonable times permit the MSS to inspect those records and take copies of and extracts there from.

(2) The Local Government may:

(i) dispute the correctness of any statement from time to time delivered to the Local Government by the Contractor by giving written notice to the Contractor;

(ii) require the production of any evidence necessary to verify any statement delivered by the Contractor; and

(iii) require the Contractor to amend any statement found to be incorrect.

24. Payment for Services Rendered

(1) Subject to sub-clauses (ii) and (iii) the Local Government shall pay to the Contractor at the rate specified in the Schedule of Prices the amount shown to be due by each statement delivered by the Contractor no later than thirty (30) days after the receipt thereof by the Local Government.

(2) If the Local Government disputes the correctness of a statement, the payment to be made pursuant to sub-clause (i) shall be in respect only of the amount not in dispute and the Local Government shall pay the balance (if any) within seven (7) days of settlement of any dispute.

(3) A payment made by the Local Government to the Contractor pursuant to a claim delivered by the Contractor does not constitute proof of or an admission that all or any of the services for which payment was made have been duly rendered or that any other services not included in the claim have not been rendered.

(4) If it is found that a payment to which the Contractor was not properly entitled hereunder has been made by the Local Authority, the Contractor shall upon
demand repay the amount thereof or the Local Government may deduct that amount from any moneys due or to become due to the Contractor hereunder.

(5) The Local Government may also deduct from any monies due to the Contractor pursuant to this Contract the amount of any other damages or other monies claimed by the Local Government from the Contractor whether pursuant to this Contract or otherwise and thereupon the Contractor is discharged from further liability in respect thereof.

(6) The Local Government gives no warranty or undertaking as to the quantity, composition, nature or quality of rubbish, nor does it give any warranty that any bulk waste put out for collection will be free from hazardous, noxious or injurious materials.

25. Default

(1) If the Contractor fails or neglects to:

(i) collect and remove any bulk waste from any verges in the area;

(ii) comply with any direction or order given by the MSS pursuant to the provisions of this Contract; or

(iii) rectify or make good any complaint made in respect of the services rendered by the Contractor to an occupier or owner of premises, subject to the complaint being reasonable in the opinion of the MSS;

either or both of the following provisions apply, as the case requires:

(i) the Contractor shall for every such failure or neglect pay to the Local Government as and for liquidated damages the sum of ONE HUNDRED DOLLARS ($100.00) for every day during which such failure or neglect continues; and

(ii) the Local Government may employ or engage the necessary labour and plant to remedy the failure or neglect and recover all costs and expenses of so doing from the Contractor or deduct those costs and expenses from any moneys due or to become due to the Contractor hereunder,

but without prejudice to the rights and remedies of the Local Government under this contract.

(2) If the Contractor fails or neglects after having received not less than seven (7) days written notice from the MSS requiring them to do so to repair, renew or replace or remove from the disposal site or discontinue the use of any plant used by the Contractor which in the opinion of the MSS is defective or not in a serviceable condition, the Contractor shall pay to the Local Government as and for liquidated damages the sum of ONE HUNDRED DOLLARS ($100.00) for every day during which the failure of neglect continues, but without prejudice to the rights and remedies of the Local Government under this contract.

(3) A written report by the MSS of any of the matters referred to in sub-clause (i) and (ii) is conclusive evidence thereof unless within seven (7) days after
the service on the Contractor of a copy of that report the Contractor serves on the Local Government a notice in writing disputing the report and requiring the matter to be referred to arbitration.

(4) Neither the provisions of this clause nor the payment of any liquidated damages hereunder relieve the Contractor from any penalty to which he may be subject for a breach of the Health Act or any other statute.

26. Termination of Contract

(1) If the Contractor:

(i) commits an act of bankruptcy within the meaning of the Bankruptcy Act 1966, of the Commonwealth;

(ii) being a corporation, goes into liquidation (except for the purpose of reconstruction or amalgamation with the prior written consent of the Local Government) or is placed under administration, or an order is made for its winding up or a resolution is passed that it be wound up;

(iii) makes default in the due and punctual performance or observance of the provisions of this Contract or any of them;

(iv) removes or takes away other than for a temporary purpose, all or any of the plant used or necessary for the performance of this Contract or damages or interferes with all or any of the plant in a manner inconsistent with the proper performance of this Contract;

(v) is convicted of an offence in respect of an act, matter or thing in the performance of, connected with or arising out of this Contract but which is not in accordance with the provisions hereof; or

(vi) in the opinion of the MSS has not performed its obligations under this Contract in a satisfactory manner;

the Local Government may give the Contractor forty eight (48) hours written notice of its intention to terminate this Contract unless the breach or default is remedied within forty-eight (48) hours.

In addition to the other remedies contained herein, if the breach or default is not remedied within the specified period the Local Government may without further notice terminate this contract without prejudice to any of the rights and remedies of the Local Government pursuant to this contract.

(2) Without prejudice to the rights and remedies of the Local Government under the preceding sub-clause, the Local Government may, without terminating this agreement do any act, matter or thing necessary or desirable to remedy any default or breach and may:

(i) employ or engage any necessary labour or plant;

(ii) execute and carry out the services and works to be performed under this Contract with the use of the Contractor’s plant or otherwise or appoint another person to do so, and the Local Government is under no liability whatsoever to the Contractor for the use care or preservation of the Contractors plant; or
(iii) without terminating this Contract the Local Government may take out of the hands of the Contractor either wholly or partially the rendering and performance of the services and the work and duties of the Contractor in respect thereof for the un-expired balance of the Term or any other period the Local Government thinks fit or do any act, matter or thing necessary or desirable to remedy the default hereunder and recover from the Contractor all costs and expenses incurred by it and the Local Government is under no liability whatsoever to the Contractor for the use, care or preservation of the Contractor’s plant.

(3) The Local Government may by written notice to the Contractor within sixty (60) days after the event determine this Contract if:

(i) the District is altered or abolished;

(ii) the Health Act is repealed or amended in a manner which in the opinion of the Local Government makes the future performance of this Contract impossible or impracticable; or

(iii) the Local Government ceases to be the Local Government of the District.

(4) If this Contract is determined under sub-clause (i) by reason of the occurrence of one or more of the events or matters referred to in that sub-clause the Local Government may exercise the powers conferred in this clause for a period not exceeding twenty-eight (28) days after the date of determination of this Contract.

(5) The Contractor:

(i) warrants that apart from charges and encumbrances notified to the Local Government in the Form of Tender it is the legal and beneficial owner of all plant used in connection with this Contract and that it is free from all liens charges and other encumbrances; and

(ii) covenants with the Local Government that it will not grant any debenture, fixed or floating charge or lien (other than one to the Local Government under this Contract), charge or other encumbrance on or over that plant or any of it.

27. Assignment and Sub-letting

The Contractor shall not assign or sub-let the works or any of them or any of their rights under this Contract.
28. **Waiver**

Any time or indulgence allowed by the Local Government to the Contractor is restricted to the particular act or default in respect of which it is allowed and is not a general waiver of the rights of the Local Government under this Contract or any provision hereof.

29. **Prosecutions**

The Contractor shall render reasonable assistance to the Local Government in any prosecution for a breach of the *Health Act* and shall if required attend at Court and give evidence in any proceedings instituted by the Local Government in respect thereof or in any proceedings instituted by or against the Local Government in respect of or arising out of the rendering of the services and the performance of this Contract by the Contractor.

30. **Public Risk Insurance and Indemnity**

1. The Contractor shall forthwith effect and maintain during the Term a public risk policy with an insurance company approved by the Local Government in an amount of not less than TEN MILLION DOLLARS ($10,000,000.00) in the joint names of the Local Government and the Contractor, the amount of the insurance cover to be adjusted at the expiration of the first and each successive period of twelve (12) months after the date of commencement of this Contract to an amount which on the date of each adjustment the parties agree represents an amount of public risk insurance which a reasonable and prudent person in the circumstances of the Contractor would take out and in the event of any dispute concerning the amount it shall be fixed at the expense of the Contractor by an insurance broker nominated by the Local Government.

2. The Contractor shall produce a certificate of currency of the policy of insurance referred to in sub-clause (1) to the MSS upon request and upon each renewal of the policy.

3. The Contractor shall ensure that each policy of insurance contains a provision that it cannot be amended or cancelled by the insurer unless the Local Government has been given not less than ten (10) days notice written notice of the proposed amendment or cancellation.

4. The Contractor indemnifies and keeps indemnified the Local Government from and against all actions, suits, claims, demands, proceedings and all judgments, verdicts, orders, compensation, damages, costs and expenses (including legal costs) instituted, brought, made, given, awarded, ordered or granted against it by any person, persons or body for personal injury (including death) or loss, destruction or damage of property (howsoever incurred), sustained or incurred, arising out of or in connection with the performance by the Contractor of its obligations and powers under this Contract.

31. **Damage to Local Government’s Property**

In addition to the indemnity contained in clause 29, the Contractor shall make good any damage to any property of the Local Government caused by the Contractor or any of their employees.
32. **Repairing Damaged Property**

Where the Contractor fails or neglects to repair or make good any damage caused by the Contractor or any of their employees to property of the Local Government or another person within forty eight (48) hours after being required by notice in writing given by the MSS to do so (or any other period, being not less than forty eight (48) hours, stipulated in the notice) the Local Government may cause the property to be repaired or made good and the Contractor shall pay to the Local Government upon demand all costs and expenses paid or incurred by it in so doing.

33. **Infringement of Rights: Indemnity**

The Contractor shall indemnify the Local Government against all liability in respect of any infringement or alleged infringement of any patent, trade mark, registered design, trade name, copyright or other protected right applying to any plant, system, method, arrangement, material or thing used by the Contractor.

34. **Costs**

The Contractor shall pay the costs of and incidental to the preparation, execution and stamping of this Contract and all stamp duties payable hereon.

35. **Service of Notices**

(1) Any notice to be given by the Contractor to the Local Government hereunder shall be served by being delivered personally to the MSS at the Local Government's office.

(2) Any notice to be given by the Contractor to the MSS hereunder shall be served by being delivered personally to the MSS.

36. **Governing Law**

This Agreement is governed by and shall be construed according to the law of the State of Western Australia.
THE SCHEDULE

1. Disposal Site

The JFR (Jim) McGeough Resource Recovery Facility (Brockway Transfer Station), Brockway Road, Shenton Park.

If the disposal site is changed, either party may in writing request the other to agree to an adjustment in the rate of payment for services and if the parties are unable to agree on the amount of the adjustment to be made the question shall be referred to a chartered accountant to be mutually agreed between the parties or failing agreement nominated by the President for the time being of the Institute of Chartered Accountants of Australia (Western Australian Division), whose nomination is final, and the chartered accountant so agreed or nominated shall in the capacity of an expert determine what, if any, adjustment if fair and reasonable in the circumstances and his determination is final and binding on the parties.

2. The Term – Two Years

Commencing date: 1 January 2018

Expiry date: 31 December 2019

3. The Service

3.1 The Contractor is to remove all bulk waste placed on verges within the District of the Town of Claremont in accordance with a Schedule to be provided by the Town.

3.2 (a) Total six (6) waste collections consisting of four (4) Green Waste collections and two (2) Bulk (Hard) waste collections.

(b) In addition the Town requires the provision of miscellaneous for “extra services”.

An hourly rate ($ per hr) is to be provided for collecting illegally dumped bulk rubbish that is left within the Claremont district.

- Miscellaneous (non hazardous) waste collected, transported and disposal
- Timeframe for pickup of twenty four (24) hours from when it is reported to the contractor

3.3 The District of the Town is divided into four areas. The Contractor is required, at his cost to give advance notification to each resident in each of the four areas no later than seven days prior to the collection date specified by the Town. The notification is to be by way of a leaflet to be placed in every letter box in the relevant area no later than seven days prior to the date specified for collection by the Town. The Contractor is to be responsible for the cost of preparing and distributing the leaflet but may not distribute any leaflet until the content thereof has been first approved by the Town.
3.4 The Contractor is required to collect all waste deposited on verges except any waste which falls into the following categories:

(i) asbestos and tyres  
(ii) other hazardous material  
(iii) building rubble  
(iv) bed mattresses

3.5 Where green waste is deposited on a verge in a green waste bag sold by the Town then the green waste bag is to be returned to the property owner after the green waste has been deposited in the Contractor’s vehicle. The Contractor is not obliged to collect green waste which has been deposited on a verge in a plastic bag/cardboard box other than the green waste bag supplied by the Town.

3.6 In the event that a rate payer alleges that verge rubbish has not been collected then the Contractor is to comply with any determination of the MSS as to whether the Contractor should return and collect any such bulk waste or green waste at the Contractor’s cost.
MAP