



REQUEST FOR TENDER

Request for Tender	Total Waste Management Services (including Pilbara Regional Waste Management Facility)
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Deadline:	2pm WST 12 th March 2021
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Address for Delivery:	ELECTRONICALLY TO COUNCIL'S TENDERLINK ACCOUNT; www.tenderlink.com/ashburton HARD COPY AND FACSIMILE TENDERS WILL NOT BE ACCEPTED
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RFT Number:	RFT 23.20
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1. CONDITIONS OF TENDERING

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Ashburton (the **Shire**) seeks to engage a suitably qualified and experienced organisation for the provision of a variety of mandatory and discretionary Waste Management Services, summarised as:

- a. Mandatory Service:
 - a. the operation of a Class IV landfill at Onslow (referred to as the Pilbara Regional Waste Management Facility [PRWMF]) including;
 - i. the operation and maintenance of the weighbridge and gatehouse;
 - b. haulage of waste from Onslow WTS;
- b. Discretionary Services, these include but are not limited to the following services:
 - a. Kerbside collection services and supporting services; and
 - b. Operational of additional waste infrastructure at Tom Price and Paraburdoo.

The full list of all services required is provided in Section 2.5.

The form of the Waste Services Agreement set out in Attachment A (Form of Contract) is a hybrid alliance contract which includes traditional contractual obligations for certainty and an alliance type commercial model whereby the Operator may share in the revenue generated by the PRWMF.

The Services will be provided for an initial term of 12 to 24 months (referred to as the “Ramp-up Stage” in the Waste Services Agreement). During the Ramp-up Stage the Operator’s performance will be reviewed at regular intervals and feedback provided and the Operator’s overall performance assessed at the end of the Ramp-up Stage at which point the Shire will decide whether to engage the Operator for a further term of 8 years (referred to as the “Operating Stage” in the Waste Services Agreement). If the Shire decides to terminate the Ramp Up Stage early to progress to the Operating Stage, any residual time remaining in the Ramp Up Stage will be added to the Operating Stage. The Operating Stage may be extended once for a further term of 5 years, subject to the terms of the Contract.

1.2 DEFINITIONS

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

Alternative Tender:	Means a Tender submitted based on a form of contract which is different to the form of the Waste Services Agreement, or a Tender submitted which proposes different scope or services to the Technical Specifications.
Attachments:	The documents you attach as part of your Tender.
Operator:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal and with whom the Principal executes the Waste Services Agreement, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of the Tender as detailed on the front of this Request.

PART 1**READ AND KEEP THIS PART**

Waste Services Agreement	Means the Waste Services Agreement, substantially in the form attached to this RFT.
Principal or Shire:	Shire of Ashburton (The Shire)
Request OR RFT OR Request for Tender:	This document.
Selection Criteria:	The criteria used by the Principal in evaluating your Tender.
Specification:	The Technical Specification that the Principal has provided as part of this RFT.
Tender:	Completed Offer form, response to the Selection Criteria and Attachments.
Tender Validity Period	Has the meaning given in Section 1.13.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.3 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Conditions of Tendering (read and keep this part);
- (b) Part 2 – Technical Specification (read and keep this part);
- (c) Part 3 – Proposed Conditions of Contract (read and keep this part);
- (d) Part 4 & 5 Tenderers Offer and Responses (complete and return this part); and
- (e) Part 6 – Attachments

Attachment A Waste Services Agreement

Attachment B Technical Specification

Attachment C Operational and Environmental Management Plan

Attachment D Pricing Schedule

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document;
- (b) Ensure you understand the Requirements;
- (c) Ensure you provide a response to all the Selection Criteria;
- (d) Lodge your Tender before the Deadline; and
- (e) For any assistance please contact the Contact Person nominated in Clause 1.6 of this Request.

1.5 CONTACT PERSONS

For any additional information, clarifications or requests please access the Tenderlink online forum at www.tenderlink.com/ashburton.

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

Tender Process Enquiries	
NAME:	Sarah Barlow
POSITION:	Acting Senior Procurement Officer
EMAIL:	Procurement@ashburton.wa.gov.au
Technical & Specification Enquiries	
FORUM:	www.tenderlink.com/ashburton
Advice or Issues with TenderLink	
CONTACT	TenderLink Customer Support
PHONE:	1800 233 533

1.6 MANDATORY TENDER BRIEFING

A MANDATORY tender briefing has been organised for 10:00am (WST) on 19th February 2021 at the Department of Jobs, Tourism, Science and Innovation, 1 William Street PERTH WA 6000.

Tenderers wishing to attend the tender briefing may do so in person, or remotely via video conference.

Tenderers wishing to attend must contact the Tender Contact Officer, at the details set out in Section 1.5, to confirm attendance (either in person or remotely) by 4:30pm (WST) on 16th February 2021.

1.7 SITE INSPECTION

The Shire has nominated to provide an optional site inspection on 25th February, 2021. Tenderers wishing to attend the site inspection will be required to contact the Shire Representative prior to attending. Please contact the Tender Contact Officer at least one week prior to the site inspection date via email at procurement@ashburton.wa.gov.au to confirm attendance.

1.8 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline.

The Deadline for this Request is 2pm WST Friday 12th March, 2021.

1.8.1 TenderLink Submissions

Must ensure that all electronic submission files are clearly named with:

- The Principal's Tender Number (RFT 23.20)
- Tenderer's Name

Each Tender submission must be received by the Principal by the Deadline. The Deadline for this Request is shown on the cover page of this Request for Tender document.

Tenderer's Submissions may only be submitted electronically via Tenderlink www.tenderlink.com/ashburton as detailed on the cover page of this document.

It is recommended that electronic submissions commence at least four (4) hours prior to the closing time. The Principal will not be held responsible for incomplete Offers received electronically. Incomplete Offers may be rejected from consideration.

Should Tenderers have technical difficulties or extenuating circumstances, the Principal may consider accepting a submission by email on a case by case basis and as long as it is received by the closing date and time.

1.9 REJECTION OF TENDERS

A Tender will be rejected without consideration of its merits in the event that it is not submitted before the Deadline and/or it is not submitted at the place specified in the Request, or otherwise by email with the Principal's prior approval. A Tender *may* be rejected without consideration of its merits in the event that it fails to comply with any other requirements of the Request.

1.10 LATE TENDERS

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

1.11 ACCEPTANCE OF TENDERS

The Principal is not bound to accept the lowest or any Tender and may reject any or all Tenders submitted.

1.12 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 (WA)* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or advised that no Tender was accepted. The Principal is under no obligation to inform a Tenderer of the reasons, or provide any explanation, for any decision made by the Principal.

1.13 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 (**Tender Validity Period**). A Tenderer is not entitled to withdraw its Tender until after the expiration of the Tender Validity Period. A Tender does not lapse during the Tender Validity Period as a result of any correspondence or discussions with the Principal.

1.14 DISCREPANCIES, ERRORS AND OMISSIONS

Should Tenderers find:

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

they shall notify the Contact Person promptly in writing thereof, on or before the Deadline. Any work performed contrary to such laws, ordinances, rules and regulations will not be accepted.

1.15 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the form of Waste Services Agreement, the terms and conditions appearing in the form of Waste Services Agreement will have precedence.

1.16 STATUTORY REQUIREMENTS

Tenderers shall make allowance to provide evidence that the work to be undertaken to satisfy the requirements of this Request are capable of satisfying all relevant statutory requirements. All

materials, equipment, and work methods proposed by the Tenderer shall comply with the Work Health and Safety requirements presently in force within Western Australia.

1.17 ALTERNATIVE TENDERS

Alternative Tender means a tender submitted based on a form of contract which is different to the form of the Waste Services Agreement, or a tender submitted which proposes different scope or services to the Technical Specifications.

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders must in all cases arising be clearly marked “ALTERNATIVE TENDER”. For an Alternative Tender to be considered, it must be accompanied by a conforming Tender.

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

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

1.18 OH&S MANAGEMENT SYSTEMS

The Tenderer must complete the OH&S Management System Questionnaire contained in Appendix B.

1.19 TENDERERS TO INFORM THEMSELVES

Tenderers will be deemed to have:

- a) Examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) Satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) Acknowledged that the Principal may enter into negotiations with any one or more of the Tenderers and no requirement on the Principal to engage in any such negotiations. Such negotiations are to be carried out in good faith and may be conducted simultaneously; and
- e) Satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.20 ALTERATIONS

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

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline. Written addenda issued by the Principal are the only explanations of, or amendments to, this Request that will be accepted by the Principal.

1.21 RISK ASSESSMENT

The Principal may have access to and give consideration to:

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

1.22 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 checked against Pre-Qualification and/or Mandatory requirements and assess as either a pass/fail;
- c) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, e.g. tendered prices, schedule of rates, and other relevant whole of life costs are considered;
- d) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation and or demonstrate the product/solution offered, and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer;
- e) Conduct alliance based workshops, if required with shortlisted Tenderers to determine a preferred Tenderer; and
- f) Contract Negotiation and Award.

A contract may then be awarded to the Tenderer whose Tender is considered best value for money to the Principal. A Tender is not taken to be accepted and no binding agreement arises between any Tenderer and the Principal until the Waste Services Agreement (as may be amended following negotiations) is executed by the Principal and the successful Tenderer.

1.23 CONFIDENTIALITY OF SUBMISSION INFORMATION

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

Documents and other information relevant to a Tender may be disclosed when required by law, such as under the Freedom of Information Act 1992, the Local Government Act 1995, the Local Government (Functions and General) Regulations 1996 or under a court order documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1982 or under Court Orders.

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

1.24 PROPERTY AND COPYRIGHT IN REQUEST DOCUMENTS

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

1.25 PRINCIPAL'S RIGHTS

In submitting its Response, a Tenderer acknowledges and agrees that the tender process is being conducted solely for the benefit of the Principal.

Without limiting any other clause of this Request, the Principal reserves the right, in its absolute discretion, to:

- a) seek clarification from any or all Tenderers;
- b) provide additional information to any or all Tenderers;
- c) suspend, vary, withdraw, cancel or abandon the tender process (or any subsequent process) in accordance with the *Local Government Act 1995 (WA)* or any of the regulations made under it;
- d) amend the information, terms, procedures or processes set out in this Request;
- e) accept any Tender lodged in accordance with and the time required by Section 1.8 of this Request in full or in part;
- f) accept any Tender lodged in accordance with and the time required by Section 1.8 of this Request either conditionally or unconditionally;
- g) reject or not proceed with any Tender;
- h) refuse to consider or accept any Tender or to shortlist any Tender received;
- i) commence a new tender process (which may include some or all of the Tenderers or persons other than the Tenderers) for the Services or any part of the Services or any revised description of the

Services in accordance with the *Local Government Act 1995 (WA)* or any of the regulations made under it;

- j) not proceed (wholly or partially) with the Services.

1.26 SELECTION CRITERIA

The Waste Services Agreement may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the best value for money outcome to the Principal.

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

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

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed by the Evaluation Panel to determine the extent it meets satisfactory requirements. Tenderers who do not meet satisfactory requirements will no longer be considered. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.27 PREQUALIFICATION/MANDATORY CRITERIA

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

- Attendance at Mandatory Tender Briefing (refer to Section 1.6)

1.28 COMPLIANCE CRITERIA

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

The criteria contained below are to be addressed and responses to each must be included in the Tender response.

1.28.1 *Tenderer Profile*

- (a) Provide the Tenderer’s Australian Business Number (ABN), Registered Business Name and physical and postal address.
- (b) Provide details of the person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address.

- (c) Provide a minimum of three referees to which you provide similar services to this Request, including the name, position, telephone and email. Preference would be for referees from alliance-based or similar contracting arrangement and the operation of hazardous waste facilities with a particular focus on operations within North West Australia.

1.28.2 *Tenderers Declaration*

By indicating Comply the Tenderer agrees that they are bound by, and will comply with the Conditions of Tender contained in this Request.

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.

By submitting this Response, I the person named as the authorised person, confirm my understanding that by lodging a Tender, in accordance with Part 1 of this Request, I understand no physical signature is required on this Declaration in accordance with the Electronic Transactions Act 1999 (Cth) and corresponding State and territory acts.

1.28.3 *Financial Position*

- (a) Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details).
- (b) Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details).
- (c) Will you co-operate with an independent financial assessor during the conduct of financial assessments (If no, please outline your reason why).

1.28.4 *Conflict Of Interest*

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

1.28.5 *Insurance Details*

- (a) Please provide your insurance details relevant to the category area you are submitting for including type of insurance, insurance value and expiry date. Refer to Clause 2.8 for details of insurance requirements.

1.28.6 *Addenda/Acknowledgement*

Tenderers are to acknowledge receipt of any addenda issued.

1.28.7 *Critical Assumptions*

Tenders are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this RFT.

1.28.8 *Quality Assurance*

- (a) Does your organisation have any quality assurance or quality assurance systems?
- (b) If you propose to subcontract, does your sub-Contractor have a “third party” quality management system in place?
- (c) Supply evidence of details of your quality assurance position and, where relevant, of your suppliers or sub-Contractors quality assurance position.

1.28.9 *Pricing*

- (a) Complete and attach the Price Schedule (Section 6.3) and label it “Pricing”.

1.28.10 *Alternative Tenders*

Tenderers are to provide their proposed Alternative Tender in this criterion in accordance with Clause 1.17 of this Request.

1.28.11 *Registration or Licensing of Contractors*

Where an Act or ordinance of the State of Western Australia requires that a contractor (as defined by the Act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Tenderer shall state on the Tender Form in the space provided its registration or license number.

The Tender may not be considered if the Tenderer fails to provide such registration or license number.

1.28.12 *Regional Price Preference Policy*

Tenderers for the Contract may be afforded a preference in accordance with Regulation 24 (A-G) of the Local Government (Functions and General) Regulations and the Shire of Ashburton’s Buy Local – Regional Price Preference Policy.

The Shires Regional Price Preference Policy FIN04 is available to view and download from the Shire of Ashburton website www.ashburton.wa.gov.au as well as attached to this Tender.

- (a) Does your organisation wish to apply for the Buy Local Regional Price Preference to this submission?
- (b) Include in your submission a short statement that indicates how your organisation qualifies for the Regional Price Preference.

1.29 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the Requirements.

It is essential that Tenderers address and respond to each qualitative criterion in Section 6.2. 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.

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

- All information relevant to your answer 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 the qualitative criterion.

1.29.1 *Relevant Organisational Experience (20%)*

Demonstrate experience and skill in all aspects of projects of a similar nature displaying high quality outcomes, with emphasis on provision of waste services and infrastructure operations (particularly Alliance and similar forms of contract and/or Class IV or hazardous wastes) for similar facilities and waste streams as detailed in the technical specification. Project examples should be provided, including:

- Demonstrated organisational experience in providing waste services (collections, etc) and operating waste management facilities including, but not limited to, hazardous and/or landfills with a particular emphasis on the regional areas;
- Demonstrated experience and practices in providing waste management services and operation of infrastructure across the Pilbara and North West Australia Region including details on key waste generators, waste streams and potential volumes that could be treated at the PRWMF;
- Demonstrated experience operating and managing hazardous waste treatment facilities including hazardous landfills;
- Demonstrated organisational experience in completing similar work/projects governed by an alliance or similar relationship based Agreement; and
- Provide a minimum of three (3) referees as outlined in Section 1.28.1, relative to this criteria.

1.29.2 *Key Personnel (10%)*

Provide the skills and experience of key personnel (including Alliance Board Members, Contract Manager and Operational Management Team) for the project, which should address the following:

- Personnel which will occupy positions on the Alliance Board, Contract Manager and Operational Management Team, including:
 - Curriculum vitae of personnel on the Alliance Board and Operational Management Team;
 - Membership to any professional or business associations;
 - Qualifications, with particular emphasis on experience of personnel in projects of a similar requirements;
 - Years of experience;

- Demonstrated skills and experience of proposed personnel in undertaking projects of a similar nature to the services and their involvement with alliance-type contracts, including:
 - Their role and involvement in previous similar contracts / services, including the performance of the contract / services; and
- Any relevant additional information.

1.29.3 *Tenderer's Resources (10%)*

Tenderers should demonstrate their ability to supply and sustain the necessary resources, including:

- Suitably qualified and experienced Personnel;
- A list by age, quantity and quality of proposed plant, equipment and materials;
- A list of all subcontractors to be used in this project, their role in this project and their level of skills and experience and qualifications of key personnel, with emphasis on the experience of personnel in projects of a similar requirement including references; and
- Proposed contingency measures or backup of resources including personnel and plant.

1.29.4 *Demonstrated Understanding of Shire's Requirements (25%)*

Provide a detailed overview of the methodology and approach to carrying out the works to satisfy the Shire's requirements:

- Demonstrate how your methodology and approach to undertake the Services will satisfy each of the Shire's objectives:
 - Operate and maintain the Pilbara Regional Waste Management Facility to a Best Practice standard;
 - Achieve a high level of compliance with health, environment and safety requirements and compliance with Federal and State regulatory requirements;
 - Attract additional waste streams and volumes to maximise the return on investment;
 - Promote innovation in waste treatment and disposal services offered to the Pilbara region;
 - Achieve safe and efficient waste management services across its jurisdiction;
 - A commitment between the Shire and Operator to strategically link the organisations in order to work together to maximise their effectiveness and reduce the total cost of shared processes; and
 - To set clear performance targets for all waste management activities.
- Demonstrate your understanding of the Scope of Works as specified within the Technical Specification.
- The quality, detail, robustness and practical applicability of the following draft plans for the PRWMF;
 - Implementation (Section 7.1.17 of the Technical Specification)
 - Maintenance Plan (Section 7.1.18 the Technical Specification)

- The Tenderer is to provide commentary on the current Operational and Environmental Management Plan (Attachment C of the Technical Specification) including but not limited to:
 - Proposed alterations to the proposed operations of the facility;
 - Areas for improvement.

1.29.5 *Marketing Plan (25%)*

The quality, detail, robustness and practical applicability of the proposed draft Marketing Plan for the PRWMF (refer to Section 7.1.15 of the Technical Specification). The Marketing Plan shall include the following:

- Identify waste generators and waste streams that could be accepted at the PRWMF including hazardous and non-hazardous materials;
- Identify strategies to attract waste to the PRWMF from its own or third party sources;
- Estimated tonnages from its own or third party sources to be received at PRWMF as a result of the Operator's strategies, on an annual basis over the Term of the Agreement;
- Capital and Operational Costs Estimates and Gate Fee modelling for each of the various initiatives; and
- Risk Assessment of all initiatives;
- Proposed level of operation of the landfill facility following the commencement of operations of the PRWMF including an estimate of the required resources to operate the facility.

1.29.6 *Environmental and Occupational Health and Safety (10%)*

Provide an overview of the methodology and approach to ensuring compliance with Environmental and Occupational Health and Safety standards:

- The quality, detail, robustness and practical applicability of the proposed draft Occupational Health and Safety Plan (refer to the 7.1.16 of the Technical Specification);
- Occupational Health and Safety information provided within Occupational Health and Safety Management System Questionnaire (Section 6.5 of the RFT)
- Demonstrated commitment and ability to deliver environmental sustainability; and
- Demonstrated performance on the management of waste facilities and compliance with Department of Water and Environmental Regulation (or equivalent) licence conditions and associated legislation.

1.29.7 **VALUE CONSIDERATION**

It is essential that Tenderers complete and return the Price Schedules in Section 6.4.

The Tenderer shall provide a section labelled as “Pricing Schedules”, which shall include completed Price Schedules (provided in Part 7, Attachment B) for all anticipated tasks under the Contract.

The Schedule of Rates shall include rates for other items, tasks and activities to enable pricing of future works. Depending on the nature of such future works, such works may be required to be reissued for Tender by the Shire.

The proposed schedules are provided as **Attachment D – Schedule of Rates**. This proposed schedule is not necessarily exhaustive, and it is the Tenderer’s responsibility to determine all quantities and include all items of work contained or implied within Tender Documents.

Tenderers are required to provide the Schedule of Rates in excel format when submitting their proposal.

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

1.29.8 *Best Value for Money*

The evaluation panel will assess best value for money based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- (a) The qualitative ranking of each Tenderer;
- (b) The pricing submitted by each Tenderer; and
- (c) The Principal’s Regional Price Preference Policy.

Once the Tenders have been ranked, the evaluation panel will make a value for money assessment as to the cost affordability, qualitative ranking and risk of each Tender, including contract departures in order to determine the Tender which is most advantageous to the Principal.

The Tendered price will be considered along with related factors affecting the total cost to the Principal e.g. the lifetime operating costs of goods or the Principal’s contract management costs may also be considered in assessing the best value for money outcome.

1.29.9 *Price Basis*

The Contractor is required to submit Price Schedules for the complete services (including those of any sub-contractors) required as outlined in this Request for Tender.

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

1.29.10 *Shire of Ashburton Policies that may affect the Selection*

This contract will be executed in accordance with the Shire of Ashburton’s Procurement and OS&H Safety Policies.

- [FIN12 Purchasing Policy](#)
- [EMP17 Occupational Health & Safety](#)

1.30 OWNERSHIP OF TENDERS

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

1.31 CANVASSING

A Tenderer or any representative of a Tenderer must not influence or attempt to influence any aspect of the process for the submission of a Tender, the consideration by the Principal of a Tender or the awarding of the Contract by contacting or making attempts to contact any person at, or connected with, the Principal (including any of the Principal's Commissioners or Councillors) or any of their consultants, subcontractors or any of their associated entities.

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion exclude the Tenderer from consideration in the tender process and reject its Tender (if any) without being obliged to give any reasons or explanations.

1.32 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.33 COSTS OF TENDERING AND LIABILITY OF THE PRINCIPAL

- (a) The Principal has no liability whatsoever to the Tenderer in relation to any costs, losses, expenses, fees or damages incurred or sustained by the Tenderer in any way connected with any participation or involvement by the Tenderer in the tender process, including pre-tender discussions and attendances, the preparation of its Tender, post tender discussions or otherwise.
- (b) The Tenderer releases and forever discharges the Principal and any of their employees, agents and consultants from, and indemnifies them against, any claim, action, proceeding or demand:
 - (i) in contract;
 - (ii) in tort (including negligence);
 - (iii) for breach of statutory duty; or
 - (iv) under any other principle of law or equity,
 - (v) or otherwise for any cost, loss, expense, fee, damage, fine or liability suffered, incurred or sustained by the Tenderer or any third party.
- (c) The release and discharge from, and indemnity against, any claim, action, proceeding or demand given by the Tenderer under clause 1.33(b) applies to any cost, loss, expense, fee, damage, fine or liability suffered or incurred by the Tenderer or any third party:

- (i) as a result of or in any way connected with the preparation and submission of its Tender or its participation or involvement in the tender process (including, without limitation, pre-tender and post-tender discussions and attendances);
- (ii) arising from any cause including, without limitation, the negligence of the Principal or its employees, consultants or agents;
- (iii) in respect of the provision of any information, any error or omission in any information or failure to provide any information to the Tenderer;
- (iv) in connection with any inadvertent disclosure of a Tender or any part of a Tender to any other Tenderer or a third party by the Principal or any of its employees, consultants or agents;
- (v) the tender process not proceeding for any reason; or
- (vi) the Principal or any of its employees, agents or consultants disclosing to the Tenderer or any third party the identity of any Tenderer.

1.34 TENDER OPENING

Tenders will be opened at the Principal's office, following the advertised Deadline. Tenderers and members of the public may attend the opening of Tenders.

1.35 IN-HOUSE TENDERS

The Principal does not intend to submit an in-house Tender. However, other government agencies can tender for the project.

1.36 ASSISTANCE PROVIDED BY THE PRINCIPAL

- (a) A Tenderer requiring any further information in respect of the Services or clarification of this RFT or the Contract before the Deadline for Tenders must submit via the Tenderlink forum that request in writing to the Principal at the details set out in section 1.5.
- (b) No verbal requests for information or clarification will be accepted.
- (c) Any online request for information or clarification must be received by the Principal at least 3 Business Days before the Deadline for Tenders. Except where in the opinion of the Principal the enquiry raised applies only to a particular Tenderer, any response from the Principal may be issued to all Tenderers.

2 SPECIFICATION

2.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Ashburton (the **Shire**) seeks to engage a suitably qualified and experienced organisation for the provision of a variety of mandatory and discretionary Waste Management Services, summarised as:

- a. Mandatory Service:
 - a. the operation of a Class IV landfill at Onslow (referred to as the Pilbara Regional Waste Management Facility [PRWMF]) including;
 - i. the operation and maintenance of the weighbridge and gatehouse;
 - b. haulage of waste from Onslow WTS;
- b. Discretionary Services, these include but are not limited to the following services:
 - a. Kerbside collection services and supporting services; and
 - b. Operational of additional waste infrastructure at Tom Price and Paraburdoo.

The full list of all services required is provided in Section 2.5.

The form of the Waste Services Agreement set out in Attachment A (Form of Contract) is a hybrid alliance contract which includes traditional contractual obligations for certainty and an alliance type commercial model whereby the Operator may share in the revenue generated by the PRWMF.

The Services will be provided for an initial term of 12 to 24 months (referred to as the “Ramp-up Stage” in the Waste Services Agreement). During the Ramp-up Stage the Operator’s performance will be reviewed at regular intervals and feedback provided and the Operator’s overall performance assessed at the end of the Ramp-up Stage at which point the Shire will decide whether to engage the Operator for a further term of 8 years (referred to as the “Operating Stage” in the Waste Services Agreement). If the Shire decides to terminate the Ramp Up Stage early to progress to the Operating Stage, any residual time remaining in the Ramp Up Stage will be added to the Operating Stage. The Operating Stage may be extended once for a further term of 5 years, subject to the terms of the Contract.

This section provides an overview of the Scope of Works and the Waste Services Agreement. Tenderers should refer to the Technical Specification and the Waste Services Agreement for the detailed information.

In the event of there is any conflict, inconsistency or duplication between any terms and conditions in the Technical Specification and those in the form of Waste Services Agreement, the terms in the form of the Waste Services Agreement shall have precedence.

2.2 SHIRE’S OBJECTIVES

The objectives of the Shire in inviting this Request for Tender are to:

- Operate and maintain the Pilbara Regional Waste Management Facility to a Best Practice standard;
- Achieve a high level of compliance with health, environment and safety requirements and compliance with Federal and State regulatory requirements;
- Attract additional waste streams and volumes to maximise the return on investment of the PRWMF;
- Promote innovation in waste treatment and disposal services offered to the Pilbara region;
- Achieve safe and efficient waste management services across its jurisdiction;

- A commitment between the Shire and Operator to strategically link the organisations in order to work together to maximise their effectiveness and reduce the total cost of shared processes; and
- To set clear performance targets for all waste management activities.

2.3 DEFINITIONS

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

Operator's Representative	Means any Officer or person duly authorised by the Operator, in writing, to act on its behalf for the purpose of the Contract;
Principal's Representative	Means any Officer or person duly authorised by the Principal, in writing, to act on its behalf for the purpose of the Contract; and
Works or Services	Means the Services, which the Operator is required to provide to the Principal and the Contractor under the Contract.

2.4 TYPES OF SERVICES

The Principal(s) requires Mandatory and Discretionary Services:

- Mandatory Services: The Operator must perform the Mandatory Services in accordance with the terms and conditions of the Waste Services Agreement; and
- Discretionary Services: The Shire may request the Operator to perform a Discretionary Service in accordance with the Waste Services Agreement.

2.5 SCOPE OF WORK

The Scope of Work required for the Shire is summarised below. Further details on the requirements are outlined in the Technical Specification.

Service Description	Service Type	
	Mandatory	Discretionary
Onslow Waste Infrastructure Management		
PRWMF Landfill Management	X	
Operation of the PRWMF Weighbridge and Gatehouse	X	
Haulage Waste Materials from Onslow WTS to PRWMF	X	
Kerbside Collection Services - Onslow		
Kerbside refuse collection and disposal		X
Commercial kerbside refuse collection and disposal		X
Public place bin collection and disposal		X
Commercial front lift bin supply and collection		X
Special events bin supply and collection		X
Disaster waste collection services		X
Bin repair and maintenance		X

Service Description	Service Type	
	Mandatory	Discretionary
Bin supply and delivery		X
Customer services		X
Records and reporting		X
Tom Price and Paraburdoo Waste Infrastructure Management		
Tom Price Landfill Management		X
Paraburdoo Landfill Management		X
Kerbside Collection Services – Tom Price and Paraburdoo		
Kerbside refuse collection and disposal		X
Commercial kerbside refuse collection and disposal		X
Public place bin collection and disposal		X
Commercial front lift bin supply and collection		X
Special events bin supply and collection		X
Disaster waste collection services		X
Bin repair and maintenance		X
Bin supply and delivery		X
Customer services		X
Records and reporting		X

2.6 WASTE SERVICES AGREEMENT

The form of the Waste Services Agreement will be attached to the RFT package via Addendum on or before close of business Tuesday 2nd February 2021.

The form of Waste Services Agreement combines the alliance concepts with traditional contractual obligations. The key aspects of the Agreement are:

- Open book arrangement;
- A long term contract to ensure innovation at lower service costs;
- Performance of the Operator is monitored by establishing and monitoring key performance indicators;
- Budgeting will be done with both the Principal and the Operator;
- Allows for Discretionary services to be added to the Scope of Services during the term of the Agreement;
- Establishment of an Alliance Board to ensure the parties are working effectively together and that the Agreement is being implemented in alignment with the spirit and intent of the Agreement;
- Revenue to be shared between the Shire and Operator, with the percentage determined by the amount of residual revenue and the KPIs score; and

- Inclusion of a Ramp-up Stage under which the Operator will perform the Mandatory Services whereby the Principal will monitor and review the performance of the services and offer areas of improvement before entering into the Operating Stage of the Agreement.

Tenderers are to make themselves aware of the proposed financial model that is described in Schedule 4 of the Agreement. The key aspects of the financial model are:

- During the Ramp Up Stage, if the Operator Costs associated with managing the Facility and performing the Mandatory Services exceed Revenue, the Shire will pay the Operator the Shortfall Amount;
- During the Operating Stage, if the aggregate of the Operator Costs and Shire's Costs associated with managing the Facility and performing the Mandatory Services exceed Revenue, the Revenue will be apportioned between the Operator and the Shire so that each party is compensated for the same percentage of costs;
- Revenue will be allocated between the Operator and the Shire by the Alliance Board based on the principles set out in Schedule 4 of the Agreement, where each party is compensated for its costs and may take a share of any Residual Revenue; and
- The Operator's performance will be assessed against KPIs, which may impact the share of the Residual Revenue to which the Operator is entitled to retain.

2.7 PRICING SYSTEM

The Pricing Schedule for the various services is contained within Attachment D and has been provided in an Excel File format. There are instructions within the Excel Spreadsheet and the various worksheets on how to complete the Pricing Schedule. The completed Pricing Schedule submitted by the tenderers will form the tenderer's proposal to undertake the Scope of Services in Year 1 of the Agreement.

Tenderers must include any notes supporting the figures presented within the Pricing Schedule. The Pricing Schedule is to show the total value of the Services in Year 1 proposed by the Tenderer.

2.7.1 Completion and Submission

The Price Schedule must be submitted as a separate file in Microsoft Excel (.xlsx) format. The Price Schedule has been split into different sections to reflect the different Mandatory and Discretionary Services within the Scope of Works.

When completing the Price Schedule, Tenderers must note the following:

- Unless otherwise stated, indicated prices must include all applicable labour costs, disbursements, travel costs, levies, duties, taxes and charges, and any charge not stated in the tender as additional/other, will not be allowed as a charge for any transaction under the Contract.

2.7.2 Rise and Fall Clause

Over the term of the Contract, the Operators Pricing can be altered on an annual basis in accordance with the Rise and Fall Clause as specified within Schedule 4 of the Waste Services Agreement.

2.8 INSURANCES

The Contractor and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in the Waste Services Agreement as follows:

Public and Product Liability Insurance	
Scope of cover	Insurance covering liability for loss of, or damage to, property and death of or injury to any person (other than liability insured under workers compensation insurance). This policy must provide for liability arising out of the use of unregistered vehicles and must be extended to indemnify the Shire to the extent of its vicarious liability arising out of or contributed to by the acts or omissions of the Operator or the Operator's Personnel.
Sum insured	For an amount of not less than \$20,000,000 in respect of each and every claim (except for Products Liability in an amount of not less than \$20,000,000 in the aggregate).
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator and the policy must be extended to include cross liability and waive rights of Subrogation against the Shire.

Workers Compensation Insurance	
Scope of cover	Workers Compensation Insurance (including industrial disease) as required by law.
Sum insured	Common law limit of \$50,000,000 in respect of any number of persons and arising out of the one event.
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator and the policy must be extended to indemnify the Shire as Principal and waive rights of Subrogation against the Shire.

Professional Indemnity Insurance	
Scope of cover	Insurance covering liability arising from any act, error or omission arising out of or in connection with Operator's obligations under this Agreement.
Sum insured	Limit of liability of not less than \$5,000,000 per claim and in the aggregate. This policy must provide for one full automatic reinstatement of the limit of liability.
Period of cover	The insurance must be maintained from the Commencement Date to a minimum of 6 years after the End Date.
Insured	The insurance must be in the name of the Operator.

Motor Vehicle Insurance third party property damage liability insurance	
Scope of cover	Insurance covering motor vehicle third party property damage liability insurance (including all mechanically propelled vehicles whether or not registered, or capable of being registered, for road use and are at any time used in connection with the Services). Cover to be endorsed to include bodily injury gap cover in respect of registered motor vehicles.
Sum insured	For an amount not less than \$30,000,000.
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator.

Motor Vehicle Insurance third party bodily injury liability insurance	
Scope of cover	Insurance covering motor vehicle third party bodily injury liability insurance as required by Law.
Sum insured	As required by Law.
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator.

Environmental Liability Insurance	
Scope of cover	Insurance covering liability arising from any act, error or omission arising out of or in connection with pollution or environmental contamination.
Sum insured*	Limit of liability of not less than \$20,000,000 per claim and in the aggregate. This policy must provide for one full automatic reinstatement of the limit of liability.
Period of cover	The insurance must be maintained from the Commencement Date to a minimum of 6 years after the End Date.
Insured	The insurance must be in the name of the Operator.

*Should the tenderer fail to meet the minimum requirement of Environmental Liability Insurance, details of the existing policy and highest available limit of liability must be provided.

Copies of current Certificates of Currency of insurances for the above are to be provided with the Tender – refer Part 5 of this Request.

3 PROPOSED CONDITIONS OF CONTRACT

3.1 General Conditions of Contract

It is proposed that the Waste Services Agreement shall constitute the Contract between the parties.

Tenderers are to ensure they have read and understood the General Conditions of Contract and shall include in their fees the cost of complying with the General Conditions of Contract.

A Tender is not taken to be accepted and no binding agreement arises between any Tenderer and the Principal until the Waste Services Agreement (as may be amended following negotiations) is executed by the Principal and the successful Tenderer.

4 TENDERER'S OFFER

PLEASE COMPLETE THIS SECTION AND RETURN WITH YOUR TENDER

4.1 OFFER FORM

The Chief Executive Officer
Shire of Ashburton
246 Poinciana Street WA 6751

I/We (Registered Entity Name) _____

(BLOCK LETTERS)

of _____

(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to RFT 23.20 Total Waste Management Services (including Pilbara Regional Waste Management Facility)

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

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

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

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

Dated this _____ day of _____ 20 _____

Signature of authorised signatory of Tenderer: __

Name of authorised signatory: _____

(BLOCK LETTERS)

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

5 TENDERERS RESPONSE

PLEASE COMPLETE THIS SECTION AND RETURN WITH YOUR TENDER

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

(NOTE: A response is required to the criteria in Section 6.1, 6.2, 6.3 and 6.4 and the Schedules referred to Part 7.4, Attachment D, are to be completed and returned to the Principal as they form part of your Tender submission).

5.1 Organisational Profile

Complete and attach a signed copy of the Offer Form.	"Offer Form"	Tick if attached <input type="checkbox"/>
Attach a copy of your organisation structure and provide background information on your company and label it " Organisation Structure ".	"Organisation Structure"	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it " ASIC Company Extracts ".	"ASIC Company Extracts"	Tick if attached <input type="checkbox"/>

5.2 Referees

Attach details of your referees (minimum of three (3)), and label it "Referees". You should give examples of work provided for your referees as outlined in Section 1.28.1.	"Referees"	Tick if attached <input type="checkbox"/>
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5.3 Agents

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it " Agents ".	"Agents"	Tick if attached <input type="checkbox"/>

5.4 Trusts

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled " Trusts ": a) give the name of the trust and include a copy of the trust deed (and any related documents); and b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

5.5 Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / No
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PART 5**COMPLETE AND RETURN THIS PART**

If Yes, in an attachment labelled "Subcontractors" a) provide details of each sub-Contractor including the Requirements (or specific trades) that will be subcontracted, and b) The name, address and the number of people employed by each sub-contractor.	"Subcontractors"	Tick if attached <input type="checkbox"/>
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5.6 Conflicts of Interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are you aware of any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Conflicts of Interest" .	"Conflicts of Interest"	Tick if attached <input type="checkbox"/>

5.7 Financial Position

Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details).	Yes / No	
Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details).	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
Will you co-operate with an independent financial assessor during the conduct of financial assessments (If no, please outline your reason why). Supply details of the above in an attachment labelled ("Financial Position")	"Financial Position"	Tick if attached <input type="checkbox"/>

5.8 Insurance Coverage

The insurance requirements for this Request are stipulated in Section 2.8. Tenderers are to supply evidence of their insurance coverage in the summary format as outlined below with copies of Certificates of Currency as an attachment labelled "Insurance Coverage" .			"Insurance Coverage" Tick if attached <input type="checkbox"/>	
Type	Insurer & Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Workers Compensation				
Professional Indemnity				
Motor Vehicle Third Party Liability				
Motor Vehicle Third Party Bodily Injury Liability				
Environmental Liability				

5.9 Quality Assurance

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled "Quality Assurance" .	"Quality Assurance" Tick if attached <input type="checkbox"/>	

5.10 Addenda Acknowledgement

Attach signed copies of addenda issued by the Principal (if applicable) and label it "Addenda Acknowledgement" .	"Addenda Acknowledgement" Tick if attached <input type="checkbox"/>	
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5.11 Critical Assumptions

Specify any assumptions made that are critical to the Tender and attach and label it "Critical Assumptions" .	"Critical Assumptions" Tick if attached <input type="checkbox"/>	
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5.12 Pricing

Complete and attach the Price Schedule and label it "Pricing" .	"Pricing" Tick if attached <input type="checkbox"/>	
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5.13 Alternative Tenders

Attach copies of Alternative Tenders (if applicable) and label it "Alternative Tender" .	"Alternative Tender"	Tick if attached <input type="checkbox"/>
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5.14 Regional Price Preference

Do you want to apply the Regional Price Preference as per FIN04 Regional Price Preference Policy?	"Apply"	Tick if Yes <input type="checkbox"/>
Statement to verify qualification for the Regional Price Preference Policy.	"Statement - Regional Price Preference"	Tick if attached <input type="checkbox"/>

6 ASSESSED CRITERIA

PLEASE COMPLETE THIS SECTION AND RETURN WITH YOUR TENDER

6.1 COMPLIANCE CRITERIA

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

Compulsory Criteria	Yes/No
Tender Timing	
Was tender submitted at the correct location before the deadline?	
Tender Conformance	
Does the tender conform to the specification and required conditions?	
Alternative Tenders	
Does the tender contain qualifications or conditions?	
Was an alternative tender submitted along with a conforming tender? (Note that if the Principal wishes to consider an alternative tender that meet the tender objectives, other conforming tenderers are to be notified and given the opportunity to submit a similar alternative tender for consideration).	

6.2 MANDATORY/PREQUALIFICATION CRITERIA

Tenderers must comply with the following Mandatory/Prequalification Criteria:

Compulsory Criteria	Yes/No
Mandatory Briefing	
Did a representative of the Tenderer attend the Mandatory Briefing?	

6.3 EVALUATION CRITERIA

PLEASE PROVIDE A RESPONSE TO THESE CRITERIA, PROVIDING ATTACHMENTS AS REQUIRED

Before responding to the following evaluation 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 the evaluation criterion.
- Tenderers are asked not to include Shire of Ashburton staff as referees to avoid the creation of a conflict of interest.

Qualitative Selection Criteria	Weighting
	20%
Relevant Organisational Experience	
Demonstrate experience and skill in all aspects of projects of a similar nature displaying high quality outcomes, with emphasis on provision of waste services and infrastructure operations (particularly Alliance and similar forms of contract and/or Class IV or hazardous wastes) for similar facilities and waste streams as detailed in the technical specification. Project examples should be provided, including:	
<ul style="list-style-type: none"> • Demonstrated organisational experience in providing waste services (collections, etc) and operating waste management facilities including, but not limited to, hazardous and/or landfills with a particular emphasis on the regional areas; 	
<ul style="list-style-type: none"> • Demonstrated experience and practices in providing waste management services and operation of infrastructure across the Pilbara and North West Australia Region including details on key waste generators, waste streams and potential volumes that could be treated at the PRWMF; 	
<ul style="list-style-type: none"> • Demonstrated experience operating and managing hazardous waste treatment facilities including hazardous landfills; 	
<ul style="list-style-type: none"> • Demonstrated organisational experience in completing similar work/projects governed by an alliance or similar relationship based Agreement; and 	
<ul style="list-style-type: none"> • Provide a minimum of three (3) referees as outlined in Section 1.28.1, relative to this criteria. 	
	10%
Key Personnel	
Provide the skills and experience of key personnel (including Alliance Board Members, Contract Manager and Operational Management Team) for the project, which should address the following:	
<ul style="list-style-type: none"> • Personnel which will occupy positions on the Alliance Board, Contract Manager and Operational Management Team, including: <ul style="list-style-type: none"> ○ Curriculum vitae of personnel on the Alliance Board and Operational Management Team; ○ Membership to any professional or business associations; ○ Qualifications, with particular emphasis on experience of personnel in projects of a similar requirements; and ○ Years of experience. 	
<ul style="list-style-type: none"> • Demonstrated skills and experience of proposed personnel in undertaking projects of a similar nature to the services and their involvement with alliance-type contracts, including: <ul style="list-style-type: none"> ○ Their role and involvement in previous similar contracts / services, including the performance of the contract / services; and 	
<ul style="list-style-type: none"> • Any relevant additional information. 	

Tenderer's Resources	10%
Tenderers should demonstrate their ability to supply and sustain the necessary resources, including:	
<ul style="list-style-type: none"> • Suitably qualified and experienced Personnel; 	
<ul style="list-style-type: none"> • A list by age, quantity and quality of proposed plant, equipment and materials; 	
<ul style="list-style-type: none"> • A list of all subcontractors to be used in this project, their role in this project and their level of skills and experience and qualifications of key personnel, with emphasis on the experience of personnel in projects of a similar requirement including references; and 	
<ul style="list-style-type: none"> • A proposed project schedule that includes key tasks and activities, and an implementation timeline. 	
Demonstrated Understanding	25%
Provide an detailed overview of the methodology and approach to carrying out the works to satisfy the Shire's requirements:	
<ul style="list-style-type: none"> • Demonstrate how your methodology and approach to undertake the Services will satisfy each of the Shire's objectives: <ul style="list-style-type: none"> ○ Operate and maintain the Pilbara Regional Waste Management Facility to a Best Practice standard; ○ Achieve a high level of compliance with health, environment and safety requirements and compliance with Federal and State regulatory requirements; ○ Attract additional waste streams and volumes to maximise the return on investment of the PRWMF ○ Promote innovation in waste treatment and disposal services offered to the Pilbara region; ○ Achieve safe and efficient waste management services across its jurisdiction; ○ A commitment between the Shire and Operator to strategically link the organisations in order to work together to maximise their effectiveness and reduce the total cost of shared processes; and ○ To set clear performance targets for all waste management activities. 	
<ul style="list-style-type: none"> • Demonstrate your understanding of the Scope of Works as specified in Section 2.5 and the Technical Specification. 	
<ul style="list-style-type: none"> • The quality, detail, robustness and practical applicability of the draft plans for the PRWMF: <ul style="list-style-type: none"> ○ Implementation (7.1.17 of the Technical Specification) ○ Maintenance Plan (7.1.18 of the Technical Specification) 	
<ul style="list-style-type: none"> • The Tenderer is to provide commentary on the current Operational and Environmental Management Plan (Attachment C) including but not limited to: <ul style="list-style-type: none"> ○ Proposed alterations to the proposed operations of the facility; ○ Areas for improvement; 	

PART 6		COMPLETE AND RETURN THIS PART
Marketing Plan		25%
The quality, detail, robustness and practical applicability of the proposed draft Marketing Plan for the PRWMF (refer to Section 7.1.15 of the Technical Specification). The Marketing Plan shall address how it will:		
<ul style="list-style-type: none">Identify waste generators and waste streams that could be accepted at the PRWMF including hazardous and non-hazardous materials;		
<ul style="list-style-type: none">Identify strategies to attract waste to the PRWMF from its own or third party sources;		
<ul style="list-style-type: none">Estimated tonnages from its own or third party sources to be received at PRWMF as a result of the Operator’s strategies, on an annual basis over the Term of the Agreement;;		
<ul style="list-style-type: none">Capital and Operational Costs Estimates and Gate Fee modelling for each of the various initiatives;		
<ul style="list-style-type: none">Risk Assessment of all initiatives; and		
<ul style="list-style-type: none">Proposed level of operation of the landfill facility following the commencement of operations of the PRWMF including an estimate of the required resources to operate the facility.		
Environmental and Occupational Health and Safety		10%
Provide an overview of the methodology and approach to ensuring compliance with Environmental and Occupational Health and Safety standards:		
<ul style="list-style-type: none">The quality, detail, robustness and practical applicability of the proposed draft Occupational Health and Safety Plan (refer to the 7.1.16 of the Technical Specification);		
<ul style="list-style-type: none">Occupational Health and Safety information provided within Occupational Health and Safety Management System Questionnaire (Section 6.5 of the RFT)		
<ul style="list-style-type: none">Demonstrated commitment and ability to deliver environmental sustainability; and		
<ul style="list-style-type: none">Demonstrated performance on the management of waste facilities and compliance with Department of Water and Environmental Regulation (or equivalent) licence conditions and associated legislation.		
TOTAL		100%

6.4 PRICE

PLEASE COMPLETE THE ATTACHED PRICE SCHEDULE AND RETURN WITH YOUR TENDER

Tenderers are required to complete the Price Schedules (see Section 5.12) in excel format.

This proposed schedule is not necessarily exhaustive, and it is the Tenderer's responsibility to determine all quantities and include all items of work contained or implied within the Tender Documents.

The Principal intends to award the Tender to a single supplier. The Principal may however remove sections of the proposed works from the contract to align with available budget allocations.

6.5 OCCUPATIONAL HEALTH AND SAFETY (OH&S) MANAGEMENT SYSTEM QUESTIONNAIRE

PLEASE COMPLETE THIS SECTION AND RETURN WITH YOUR TENDER

This Questionnaire is assessed as part of the Principal's Tender evaluation process and is to be completed by Tenderers and submitted with their Tender Response. The objective of the Questionnaire is to provide an overview of the status of Tenderers Safety Management System. Tenderers may be required to verify their responses contained in their Questionnaire by providing evidence of their ability and capacity in relevant matters.

Questions 1.2, 1.3, 1.4, 2.1, 2.8, 2.9 and 2.10 must also be answered by the Tenderer on behalf of any of the Tenderers sub-contractors.

Occupational Health & Safety (OH&S) Policy and Management

1.1 Is there a written company health and safety policy?

☐ Yes ☐ No

If Yes, provide a copy of the policy comments

1.2 Does the company have an third party accredited OH&S Management System?

☐ Yes ☐ No

If Yes, provide details (or attach a copy)

1.3 Is the OH&S Management System audited or reviewed on a regular basis?

☐ Yes ☐ No

If Yes, provide details of last audit and outcomes.

1.4 Is there a company OH&S organisation chart?

☐ Yes ☐ No

If Yes, provide a copy.

1.5 Are Health and safety responsibilities clearly identified for all employees?

☐☐

Yes

No

If Yes, provide details.

1.6 Are line managers held accountable for health and safety performances?

☐☐

Yes

No

If Yes, provide details.

2.0 Safe Work Practices and Procedures

2.1 Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?

☐☐

Yes

No

If Yes, provide a summary listing of procedures or instructions.

2.2 Are safe operating procedures or specific safety instructions issued to employees?

☐ Yes ☐ No

If Yes, please explain how this is done.

2.3 Does the company have any permit to work systems?

☐ Yes ☐ No

If Yes, provide a summary listing or sample permits
copy of a standard incident report form.

2.4 Is there a documented incident investigation procedure?

☐ Yes ☐ No

If Yes, provide a copy of a standard incident report form and comments.

2.5 Which of the Tenderers personnel are responsible for investigating incidents?

2.6 Do incident reports contain prevention recommendations?

☐ Yes ☐ No

If Yes, provide details.

2.7 Who is responsible for implementing remedial measures recommended?

2.8 Are these procedures to maintaining, inspecting and assessing the hazards of Plant operated/owned by the company?

☐☐

Yes

No

If Yes, provide details.

2.9 Are their procedures to storing and handling hazardous substances?

☐☐

Yes

No

If Yes, provide details.

2.10 Are there procedures for assessing and controlling risks associated with manual handling?

☐☐

Yes

No

If Yes, provide details.

3.0 Occupation Health and Safety Policy and Management

3.1 Describe how safety and health training is conducted in your company?

3.2 Provide a summary or examples of safety and health training courses provided for, or undertaken by employees during the past 12 months.

3.3 Is a record maintained of all training and induction programs undertaken for employees in your company?

☐☐

Yes

No

If Yes, provide examples of safety training records.

3.4 Provide details of any company safety induction programs for company employees and/or Sub-contractors.

4.0 Safety and Health Workplace Inspection

4.1 Are regular health and safety inspections at work sites undertaken?

☐☐

Yes

No

If Yes provide details.

4.2 Are standard work place inspection checklist used to conduct health and safety inspections?

☐☐

Yes

No

If Yes, provide details or examples.

4.3 Who normally completes workplace safety and health inspections?

4.4 How are workplace safety and health inspection reports dealt with?

4.5 Is there a procedure by which employees can report hazards at workplaces?☐☐

Yes

No

If Yes, provide details. (or attach)

5.0 Safety and Health Consultation**5.1 Is there a workplace safety committee?**☐☐

Yes

No

If Yes, provide details.

5.2 Are there guidelines on procedures governing the safety committee operation?☐☐

Yes

No

5.3 Are there employee elected health and safety representatives?

☐☐

Yes

No

If Yes, provide details.

5.4 Is there a company safety Officer?

☐☐

Yes

No

If Yes, provide details.

6.0 Safety and Health Performance Monitoring

6.1 Is there a system for recording and analysing and safety performance statistics?

☐☐

Yes

No

If yes, provide details

6.2 Is safety performance on the agenda of management meetings?

☐☐

Yes

No

If yes, provide details

6.3 Is senior management involved in analysis of safety performance statistics?

☐☐

Yes

No

If yes, provide details

6.4 Has the Tenderer ever been convicted of an occupational health and safety offence?

☐

Yes

☐

No

If yes, provide details

The Tenderer is to provide safety performance statistics for the last 4 years and current year-to-date for both State and National level:

Level	Aspect	2017	2018	2019	2020	2021
State	Hazards, incidents or injuries					
	Number of lost time injuries					
	Total Lost Time (hours)					
	Hours of OH&S specific training on an annual basis per staff					
	Any infringements received for unsafe work practices					
National	Hazards, incidents or injuries					
	Number of lost time injuries					
	Total Lost Time (hours)					
	Hours of OH&S specific training on an annual basis per staff					
	Any infringements received for unsafe work practices					

Status of any OHS or any other safety audits

Comments/Outcomes:

CERTIFICATION

The information provided in this questionnaire is an accurate summary of the Tenderer's occupational health and safety management system.

Name _____ Signed _____ Date _____

7 Attachments

7.1 ATTACHMENT A – WASTE SERVICES AGREEMENT

The Waste Services Agreement will be provided by Addendum on or before close of business Tuesday 2nd February 2021.

7.2 ATTACHMENT B – TECHNICAL SPECIFICATION

7.3 ATTACHMENT C – OPERATIONAL AND ENVIRONMENTAL MANAGEMENT PLAN

7.4 ATTACHMENT D – PRICE SCHEDULES

Please complete and return these schedules in Excel Format as part of the Tender Submission.

Dated

Waste services agreement

Parties

Shire of Ashburton

[Operator]
[ACN]

Tender Draft dated 2 February 2021

[Note to Tenderers: This version of the Waste Services Agreement is subject to change by the Shire, including by reason of any proposals submitted by Tenderers.]

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DRAFT

Agreement dated

Parties **Shire of Ashburton**
of Lot 246 Poinciana Street, Tom Price, Western Australia, 6720.
(Shire)

[Operator] [ACN]
of [address].
(Operator)

Introduction

- A** The Shire has developed a regional waste management facility in Onslow (**Facility**) and provides a range of waste services across the area it services, including owning and operating the:
- A. Onslow Waste Transfer Station;
 - B. Tom Price Waste Disposal Site; and
 - C. Paraburdoo Waste Disposal Site.
- B** The Shire, by request for tender dated [●] sought tenders for an operator of the Facility and potentially to provide other waste services across the area it services which include the towns of Tom Price, Onslow and Paraburdoo.
- C** The Operator submitted a tender dated [●] for the provision of Services subject to the terms and conditions of this Agreement.
- D** The Shire has agreed to appoint the Operator to provide the Services in accordance with the terms and conditions of this Agreement.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

- (1) **Adopted Budget** has the meaning given in clause 12.6;
- (2) **Affected Party** has the meaning given in clause 23.1;
- (3) **Agreement** means this document, including any schedule or annexure to it;
- (4) **Agreement Details** means Schedule 1;
- (5) **Alliance Board** means the board described in clause 11;

- (6) **Approvals** means any approval, agreement, certificate, authorisation, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver, compliance report or environmental consent by any Authority required under any Law, and includes any renewal of, or variation to, any of them but does not include any act or omission by the Shire under the Agreement;
- (7) **Approved Subcontractors** means [●]; **[Note to Tenderers: To be completed with preferred Tenderer]**
- (8) **Assign** includes:
- (a) to sell, transfer, novate, licence, franchise, subcontract, or otherwise deal, dispose or part with possession of; and
 - (b) mortgage, charge, grant a lien, pledge, hypothecate, declare a trust in respect of or grant any interest in, by way of security or otherwise;
- (9) **Authority** means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body;
- (10) **Bank Guarantee** means an unconditional and irrevocable bank guarantee in the form set out in Schedule 5 and issued by a financial institution approved by the Shire;
- (11) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (12) **Capital Works** means works or improvements to the Facility and/or the Site and includes:
- (a) capital works and major maintenance works;
 - (b) replacement of existing equipment in the Facility;
 - (c) any extensions or improvements to the Facility and/or the Site, but does not include Maintenance of the Facility;
- (13) **Capital Works Proposal** has the meaning given in clause 15.3(1);
- (14) **Capital Works Request** has the meaning given in clause 15.2(1);
- (15) **Capital Works Valuation** means a valuation from the Operator that sets out the aggregate amounts payable to the Operator to perform the works required for a Capital Works given under clause 15;
- (16) **Claim** means any claim or cause of action of whatever nature in contract, tort, under statute or otherwise and whether actual or threatened;
- (17) **Commencement Date** means the date specified in the Agreement Details;
- (18) **Conditions Precedent** means those conditions precedent referred to in clause 2(1);
- (19) **Conditions Precedent Deadline Date** means 5.00 pm on [●], or such later date agreed to in writing by the parties prior to the expiration of the Conditions Precedent

Deadline Date, on which the Conditions Precedent must be satisfied or waived in accordance with clause 2(4);

- (20) **Confidential Information** means information of every kind:
- (a) concerning or in any way connected with:
 - (i) a party or any Related Entity of that party; or
 - (ii) the business, property or affairs of a party or any Related Entity of that party; or
 - (b) which is the property of the parties or any Related Body Corporate of the parties;
 - (c) and which:
 - (i) is disclosed in writing, orally or by any other means by that party or by any person on that party's behalf to another party or an employee, officer or agent of another party; or
 - (ii) comes to the knowledge of another party or an employee, officer or agent of another party by any means;
- (21) **Contaminate** means causing or permitting Contamination;
- (22) **Contamination** means a solid, liquid, gas, radiation, noise or substance (either alone or in combination) which makes or may make the condition of any land, water or a site "contaminated" as that term is defined in the *Contaminated Sites Act 2003* (WA);
- (23) **Corporations Act** means the *Corporations Act 2001*(Cth);
- (24) **CP Notice to Proceed** means a notice issued by the Shire to the Operator (and expressed to be a notice to proceed under clause 2(5)) to commence the Ramp-up Stage;
- (25) **Discretionary Services** means those discretionary services set out in the Technical Specification;
- (26) **Discretionary Service Direction** means a written direction by the Shire to the Operator to undertake a Discretionary Service in the form set out in Schedule 11;
- (27) **Discretionary Service Information** means information as to:
- (a) Key Personnel;
 - (b) fees and rates;
 - (c) the scope of Discretionary Service under the Agreement; and
 - (d) any other information requested by the Shire in an invitation for a Discretionary Service Proposal;
- (28) **Discretionary Service Proposal** means a proposal from the Operator submitted in response to the Shire's invitation under clause 5.3(1);
- (29) **Draft Budget** has the meaning given in clause 12.1;

- (30) **End Date** has the meaning given in clause 3.3(1);
- (31) **Environment** means the physical factors of the surroundings of human and non-human life forms, including the land, soil, plants, habitat, waters, atmosphere, climate, sounds, odours, tastes, biodiversity and the social and aesthetic values of landscape;
- (32) **Expiry Date** means, subject to clause 3.4:
- (a) where the Ramp-up Stage period was equal to or more than [12 - 24 months], the date that is 8 years from the day after the Ramp-up Stage ends; or [**Note to Tenderers: The time period for the ramp up stage will be negotiated with the successful tenderer.**]
 - (b) where the Ramp-up Stage period was less than [12 - 24 months], the date that is: [**Note to Tenderers: The intention is that where the parties decide earlier that the tenderer should be engaged during the Operating Stage, the remaining period of the Ramp-up stage will be added to the 8 year term**]
 - (i) 8 years; plus
 - (ii) the difference between [12 – 24 months] and the actual Ramp-up Stage period,from the day after the Ramp-up Stage ends;
- (33) **Extension Notice** has the meaning given in clause 3.4(1);
- (34) **Extension Period** means a period of 5 years;
- (35) **Facility** has the meaning set out in the Introduction, and is the shown on the Site Plan in Schedule 10.
- (36) **Financial Year** means any period of 1 year ending on 30 June. In the case of the first financial year it means the period of less than 1 year from the date of the commencement of the Ramp-up Stage to the immediately succeeding 30 June. In the case of the last financial year it means the period of less than 1 year, from 1 July immediately preceding termination until the date of termination or expiration of this Agreement;
- (37) **FOI Act** means the *Freedom of Information Act 1992* (WA);
- (38) **Force Majeure Event** means one of the following events:
- (a) act of God;
 - (b) war, terrorism, riot, insurrection, vandalism or sabotage;
 - (c) pandemic or epidemic;
 - (d) strike, lockout, ban, limitation of work or other industrial disturbance; or
 - (e) law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general or particular application;

which:

- (f) is unforeseen by the Affected Party;
 - (g) is beyond the control of the Affected Party; and
 - (h) occurs without the fault or negligence of the Affected Party;
- (39) **Good Industry Practice** means at any time, the exercise of that degree of care, skill diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator seeking to comply with its contractual obligations and all applicable Laws and as would be ordinarily exercised by similarly skilled and experienced service providers engaged in the same type of undertaking under the same or similar circumstances and conditions as the Operator;
- (40) **Implementation Plan** has the meaning given in the Technical Specification;
- (41) **Insolvency Event** means the happening of any of these events in relation to a party (**Defaulting Party**):
- (a) execution or other process of a court or authority or distress is levied for an amount exceeding \$10,000 upon any of the Defaulting Party's property and is not satisfied, set aside or withdrawn within 7 days of its issue;
 - (b) an order for payment is made or judgment for an amount exceeding \$10,000 is entered or signed against the Defaulting Party which is not satisfied within 7 days;
 - (c) the Defaulting Party suspends payment of its debts;
 - (d) where the Defaulting Party is a body corporate:
 - (i) the Defaulting Party becomes an externally-administered body corporate under the Corporations Act;
 - (ii) steps are taken by any person towards making the Defaulting Party an externally-administered body corporate (but not where the steps taken consist of making an application to a court and the application is withdrawn or dismissed within 14 days);
 - (iii) a controller (as defined in section 9 of the Corporations Act) is appointed of any of the property of the Defaulting Party or any steps are taken for the appointment of a controller (but not where the steps taken are reversed or abandoned within 14 days);
 - (iv) the Defaulting Party is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act; or
 - (v) a resolution is passed for the reduction of capital of the Defaulting Party or notice of intention to propose such a resolution is given, without the prior written consent of the other party;
 - (e) where the Defaulting Party is a natural person:
 - (i) the Defaulting Party authorises a registered trustee or solicitor to call a meeting of his or her creditors or proposes or enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;

- (ii) a person holding a security interest in assets of the Defaulting Party enters into possession of or takes control of any of those assets or takes any steps to enter into possession of or take control of any of those assets; or
 - (iii) the Defaulting Party commits an act of bankruptcy; or
 - (f) an event happens analogous to an event specified in clauses (a) to (e) to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if the law of Australia applied;
- (42) **Intellectual Property Rights** means any patent, registered design, trademark or name, copyright or other protected right, including any Moral Right;
- (43) **Law** includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-Law of Australia (whether Commonwealth, State, Territorial or local);
- (44) **Kerbside Collection Services Plan** means the plan detailed in the Technical Specification and revised in accordance with clause 6;
- (45) **Key Performance Indicators or KPIs** means the key performance indicators set out in 0;
- (46) **Key Personnel** means the Personnel identified in Item 2 of the Agreement Details;
- (47) **KPI Notice** means the notice issued by the Shire to the Operator for the Operator's failure to achieve the Target for each of the KPIs;
- (48) **Maintenance** means maintenance, overhaul, repair and general housekeeping performed to keep the Facility in working order in accordance with Good Industry Practice;
- (49) **Maintenance Plan** means the plan in the form set out in Schedule [●] and revised in accordance with clause 6;
- (50) **Mandatory Service** means those mandatory services set out in the Technical Specification;
- (51) **Marketing Plan** means the plan in the form set out in Schedule [●] and revised in accordance with clause 6;
- (52) **Moral Rights** has the meaning given to that term in the *Copyright Act 1986* (Cth);
- (53) **No Claim** means no claim against the Shire or Shire's Personnel for any money, compensation or adjustment to any fees, rates or payment under this Agreement or for any cost, expense, loss or damage of any kind (including damages for breach of contract at law) on any basis whatsoever including:
- (a) pursuant to the Agreement;
 - (b) in tort (including negligence);
 - (c) under statute;
 - (d) on a quantum meruit;

- (e) pursuant to quasi contract;
 - (f) for unjust enrichment;
 - (g) for rectification or frustration; or
 - (h) pursuant to any other principle of law or equity,
- to the extent to which it is possible to exclude any such claim at law;

- (54) **Non-Wages Personnel** means all Operator's Personnel that are not Wages Personnel;
- (55) **Notice** has the meaning given in clause 37.1;
- (56) **Notice of Dispute** means a notice specifying a dispute and requiring its resolution under clause 22;
- (57) **Notice to Proceed** means a notice issued by the Shire to the Operator (and expressed to be a notice to proceed under clause 15) to commence the Capital Works the subject of a Capital Works Valuation;
- (58) **Notifiable Incident** means any event which is required to be notified to any relevant Authority pursuant to the relevant Safety Legislation;
- (59) **Occupational, Health and Safety Plan** means the plan detailed in the Technical Specification and revised in accordance with clause 6;
- (60) **Onslow Waste Transfer Station** means the Onslow Waste Transfer Station as further described in the Technical Specification; ***[Note to Tenderers: The details of the Onslow Waste Transfer Station are provided through the addendum]***
- (61) **Operational and Environmental Management Plan** means the environmental management plan in accordance with clause 20.1 of this Agreement or any update or replacement as approved by the Shire;
- (62) **Operator Costs** means those costs that are actually, properly and reasonably incurred by the Operator in accordance with the Adopted Budget for the Financial Year, or as otherwise approved by the Alliance Board as an Operator Cost, for:
 - (a) the management of the Facility;
 - (b) the performance of the Mandatory Services (including processing the Shire Waste delivered to the Facility); and
 - (c) maintaining the Facility in accordance with the terms of this Agreement.

as further described in clause 6 of Schedule 4, and, where relevant, based on the rates set out in Schedule 4, and, an allowance for overheads at the rate of ***[insert]***; ***[Note to Tenderers: This definition will be revisited and revised in light of your submission and during the negotiation process]***

- (63) **Operator's Personnel** means any and all Personnel engaged by the Operator, including its directors, officers, employees, agents, invitees, subcontractors (of any tier) and any director, officer, employee, agent or invitee of any subcontractor, in performing the Operator's obligations under this Agreement;

- (64) **Operator's Representative** means the person named in the Agreement Details as the Operator's Representative or other person from time to time appointed by the Operator to be the Operator's Representative;
- (65) **Operating Stage** means the period from the day after the Ramp-up Stage ends until the End Date;
- (66) **Operating Stage Documents** means the documents prepared by the Operator and provided to the Shire in accordance with clause 6.4(1);
- (67) **Paraburdoo Waste Disposal Site** means the Paraburdoo Waste Disposal Site as further described in the Technical Specification;
- (68) **Personnel** means directors, employees, agents, contractors or subcontractors;
- (69) **Policies** means:
- (a) the Shire's policies (including the Shire's communication policy, complaints handling policy and all health, safety and environment policies) as provided to the Operator from time to time; and
 - (b) any policies and plans updated or provided by the Operator during the Ramp-up Stage and approved by the Shire;
- (70) **Proposed Budget** has the meaning given in clause 12.5;
- (71) **Quality Management Plan** means [●];
- (72) **Quarter** means, in relation to a calendar year, one of the following periods, as relevant:
- (a) 1 January to 31 March;
 - (b) 1 April to 30 June;
 - (c) 1 July to 30 September; or
 - (d) 1 October to 31 December;
- (73) **Ramp-up Stage** means the period:
- (a) from the date that the Conditions Precedent are satisfied in accordance with clause 2, or waived in accordance with clause 2, as set out in the CP Notice to Proceed; and
 - (b) [12 - 24 months] following the date in (a), unless otherwise extended by the Alliance Board in writing or otherwise shortened by agreement between the parties; ***[Note to Tenderers: The time period for the ramp up stage will be negotiated with the successful tenderer.]***
- (74) **Record** means records and information of any kind, including originals and copies of all accounts, data, financial statements, books, files, reports, records, correspondence, documents, drawings, plans, diagrams, graphs, photographs, videos, computer models, design models and other materials directly or indirectly created for, or in respect of, or connected with, the Agreement, whether created by the Operator or any Subcontractors, and including anything which is a 'record' under the *State Records Act 2000* (WA);

- (75) **Related Entity** means a related entity as defined by the Corporations Act;
- (76) **Related Body Corporate** has the meaning given in section 9 of the Corporations Act;
- (77) **Remedial Plan** has the meaning given in clause 8.2 of Schedule 3;
- (78) **Reporting Period** means every month during the Ramp-up Stage and every three months during the Operating Stage;
- (79) **Reserved Decision** means decisions that are reserved to be made only by the Shire as specified in clause 11.7(3);
- (80) **Residual Revenue** means the amount calculated in accordance with clause 4 of Schedule 4;
- (81) **Revenue** for a Quarter, means all amounts paid either to the Operator by third parties or to the Shire for **processing** waste or for the sale of commodities at the Facility in that Quarter, including:
- (a) gate fees;
 - (b) amounts paid to the Operator under contracts between the Operator and third parties in relation to waste processed at the Facility;
 - (c) the total revenue earned from the sale of commodities;
 - (d) any other money paid to the Operator by another party in consideration of the Operator processing waste at the Facility; and
 - (e) any other money paid to the Shire by the Operator in consideration for the use of the Facility to process waste.
- (82) **Safety Legislation** means any:
- (a) legislation applicable to work health and safety, environment protection, heavy vehicles, dangerous goods and electricity safety;
 - (b) regulations made under that legislation; and
 - (c) directions on safety or notices issued by any relevant Authority or any code of practice or compliance code appropriate or relevant to the Services,
- and any amendment or replacement of the above;
- (83) **Safety Requirement** means any direction, instruction, request or requirement relevant or necessary for compliance by the Operator with Safety Legislation, and including any such matter of which the Operator has been informed by the Shire orally or in writing;
- (84) **Services** means the Mandatory Services and Discretionary Services;
- (85) **Shire Approvals** means the planning approval, Department of Water and Environmental Regulation works approval and operational licence held in the name of the Shire in respect of the Facility and Services;

(86) **Shire Costs** means the following costs incurred by the Shire in accordance with the Adopted Budget or as otherwise approved by the Alliance Board as Shire Costs for the Financial Year:

- (a) an allowance for the return on the Shire's capital investment to date into the Facility;
- (b) an allowance for future capital investment in the Facility, post closure activities, monitoring and reporting;
- (c) the Shire's operational costs associated with the Facility and management of this Agreement, including:
 - (i) costs of staff, including the cost of the Alliance Board representatives, cost of audits and the cost of the site/contract manager;
 - (ii) administrative costs of the Shire;
 - (iii) regulatory compliance costs, including environmental monitoring and reporting and the cost of any Approvals required; and
 - (iv) cost of Site topographical surveys; and
 - (v) cost in respect of installation and maintenance of any necessary software;
- (d) an allowance for long term maintenance;

[Note to Tenderers: Further details of these costs will be provided during the negotiation stage and this definition will be revisited and revised in light of your submission and during the negotiation process]

(87) **Shire's Personnel** means any and all Personnel engaged by the Shire, including its directors, officers, employees, agents, invitees, subcontractors (of any tier) and any director, officer, employee, agent or invitee of any subcontractor, in performing the Shire's obligations under this Agreement;

(88) **Shire's Representative** means the person named in the Agreement Details as the Shire's Representative or other person from time to time appointed by the Shire to be the Shire's Representative;

(89) **Shire Waste** means waste from:

- (a) kerbside collections from:
 - (i) residential premises; and
 - (ii) commercial premises that have elected to use the Shire's kerbside collection service,from the Shire's district;
- (b) the Onslow Waste Transfer Station; and
- (c) the Shire's Personnel conducting works, maintenance and other services for the Shire from time to time;

- (90) **Shortfall Amount** has the meaning given in clause 3.3 of Schedule 4;
- (91) **Site** means site on which the Facility is located, the Onslow Waste Transfer Station, the Tom Price Waste Disposal Site, and the Paraburdoo Waste Disposal Site as more fully described in the Technical Specification and as shown in Schedule 10;
- (92) **Step-in Rights** has the meaning given in clause 26.1;
- (93) **Subcontractor** means any person engaged by the Operator under clause 0 to perform any part of the Services or Operator's obligations and includes, where it is not inconsistent with the context, that person's employees, agents, consultants and invitees;
- (94) **Subcontractor Novation Deed** means the deed of novation in the form set out in Schedule 9;
- (95) **Target** means the Operator's target for each KPI as set out in the tables in clauses 2 and 3 of Schedule 3;
- (96) **Technical Specification** means the technical specification as set out in Schedule 2;
- (97) **Term** means the term of this Agreement under clause 3;
- (98) **Tom Price Waste Disposal Site** means the Tom Price Waste Disposal Site as further described in the Technical Specification;
- (99) **Transition Plan** means the plan in the form set out in Schedule [●] and revised in accordance with clause 6;
- (100) **Variation** means an increase, decrease, omission or any other change to any part of the Services or Technical Specification or the Agreement;
- (101) **Variation Direction** has the meaning given in clause 14.1(1); and
- (102) **Wages Personnel** means any Operator's Personnel governed by a relevant industrial instrument or agreement and not employed or engaged under a contract for services, contract of service or employment contract.

1.2 Interpretation

- (1) Reference to:
- (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:

- (i) any amendment or replacement of it; and
- (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
- (g) dollars, AU\$, AUD or \$ means Australian dollars unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

1.3 Parties

- (1) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

2 Conditions Precedent

- (1) Subject to clause 2(2), this Agreement is subject to and conditional on the following Conditions Precedent being fulfilled by the Conditions Precedent Deadline Date:
 - (a) the Shire obtaining all Shire Approvals;
 - (b) the Operator providing the Bank Guarantee to the Shire in accordance with clause 9.1; and
 - (c) the Operator providing to the Shire the terms and conditions of each of the policies required to be maintained under Schedule 8 and in accordance with clause 29; and
 - (d) the Operator obtaining [•]. **[Note to Tenderers: To be completed with preferred Tenderer]**
- (2) [Clauses 1 (Definitions and interpretation), 2 (Conditions Precedent), 8 (Warranties), 9 (Bank Guarantee), 21 (Confidentiality), 22 (Dispute Resolution), 28.6 (Survival) and 38 (General) of this Agreement come into full force and effect upon the Commencement Date]. **[Note to Tenderers: To be updated prior to execution]**
- (3) Each party must at its own cost do everything reasonably necessary on its part to procure satisfaction of the Conditions Precedent as quickly as possible and in any event, by the Conditions Precedent Deadline Date.

- (4) The Conditions Precedent are for the sole benefit of the Shire and may only be waived by the Shire in writing.
- (5) The Shire will provide a CP Notice to Proceed to the Operator after all Conditions Precedent have been satisfied or otherwise waived.
- (6) If the CP Notice to Proceed has not been given on or before the Conditions Precedent Deadline Date, the Shire may terminate this Agreement at any time before the relevant condition or conditions is or are satisfied or waived by giving notice in writing to the Operator.
- (7) If the Shire terminates this Agreement under clause 2(6):
 - (a) the parties will no longer be bound by the terms of the Agreement or other obligations relating to or connected with the Services (to the extent they were binding on the parties);
 - (b) the Agreement will be taken to have been terminated on that date (or such later date as the parties may agree in writing) and the Agreement will be of no further force or effect; and
 - (c) the Operator will have No Claim against the Shire arising out of or in respect of any matter connected with this Agreement or in respect of or otherwise in connection with the Services, including No Claim for any payment under or in connection with the Agreement.

3 Term

3.1 Commencement

Subject to clause 2, the Agreement commences on the Commencement Date.

3.2 Agreement stages

- (1) The Services will be performed in two stages:
 - (a) the Ramp-up Stage; and
 - (b) the Operating Stage.
- (2) The Operator acknowledges that:
 - (a) subject to clause 2, as at the Commencement Date, the Operator has been appointed to perform the Mandatory Services during the Ramp-up Stage only;
 - (b) as part of the Ramp-up Stage it must:
 - (i) perform the Mandatory Services set out in section 6 of the Technical Specification; and
 - (ii) prepare and submit the Operating Stage Documents to the Shire; and
 - (c) the Shire may, in its discretion, decide to engage the Operator to carry out the Mandatory Services during the Operating Stage in accordance with clause 6. The Operator further acknowledges that the Shire makes no

representation or guarantee to the Operator that the Operator will be engaged to carry out the Mandatory Services during the Operating Stage.

3.3 End Date

- (1) Subject to clause 3.3(2), the Agreement ends on the sooner of:
 - (a) subject to clause 3.4, the Expiry Date; or
 - (b) the date the Agreement is terminated in accordance with its terms, **(End Date)**.
- (2) If the Shire decides not to engage the Operator to carry out the Mandatory Services during the Operating Stage in accordance with clause 6, the End Date is the date on which the Ramp-up Stage ends.

3.4 Extensions to the Expiry Date

- (1) The Shire may extend the Expiry Date by the Extension Period by providing written notice to the Operator at any time on or before the date that is 6 months before the end of the then current Expiry Date (**Extension Notice**).
- (2) Unless the parties otherwise agree in writing, the Shire may extend the Expiry Date in accordance with clause 3.4(1) only once.
- (3) The Shire may propose amendments to the terms and conditions of this Agreement, including amendments to the Services or the payments in Schedule 4, when providing the Extension Notice. The parties must attempt to agree such amendments within 30 Business Days of the Extension Notice:
 - (a) if the parties are able to reach agreement, the amendments to the terms and conditions of the Agreement will take effect from the first day of the applicable Extension Period; and
 - (b) if the parties are not able to reach agreement within 30 Business Days, the existing terms and conditions of the Agreement will apply during the applicable Extension Period.

4 Engagement and Relationship

4.1 Appointment

- (1) Subject to clause 5, the Shire appoints the Operator to provide the Mandatory Services during the Ramp-up Stage and the Operator accepts its appointment on the terms and conditions of this Agreement.
- (2) The Shire may elect to continue to engage the Operator to perform the Mandatory Services during the Operating Stage in accordance with clause 6 and on the terms and conditions of this Agreement.

4.2 Nature of relationship

Nothing in this Agreement means or implies that the relationship between the Shire and the Operator is that of partners, employer and employee or joint venturers. No party has authority to bind or purport to bind the other party.

5 Services

5.1 Mandatory Services

- (1) Subject to clause 5.1(2), the Operator must perform the Mandatory Services in accordance with the terms and conditions of this Agreement, including the Technical Specification.
- (2) The Shire may request that the Operator cease operating the weighbridge by written notice to the Operator at any time for any reason. Within 7 days of such written notice the Operator must stop operating the weighbridge and operating the weighbridge will no longer be a Mandatory Service and instead be a Discretionary Service. The Shire may then in its discretion, either itself or by engaging other contractors, operate the weighbridge.

5.2 Discretionary Services

- (1) The Shire may request the Operator to perform a Discretionary Service under the Agreement by issuing a Discretionary Service Direction at any time before the End Date in accordance with this clause 5. Subject to clauses 5.3(1) and 5.3(5), the Operator must perform its obligations under a Discretionary Service Direction issued by the Shire in accordance with this Agreement.
- (2) The Shire:
 - (a) is under no obligation to issue a Discretionary Service Direction during the term of this Agreement; and
 - (b) may procure any services of the same nature as the Discretionary Services under this Agreement from any other contractor.
- (3) The Operator further acknowledges that the Shire makes no representation or guarantee to the Operator that the Operator will be requested to carry out any of the Discretionary Services during the Ramp-up Stage and/or Operating Stage.

5.3 Discretionary Service Direction

- (1) Prior to issuing a Discretionary Service Direction, the Shire must request that the Operator submit a Discretionary Service Proposal in relation to the proposed Discretionary Service.
- (2) As soon as practicable, and in any event within any timeframe specified pursuant to the request by the Shire under clause 5.3(1), the Operator must submit a Discretionary Service Proposal setting out an Implementation Plan for the Shire's requested Discretionary Service and the Discretionary Service Information in relation to the proposed Discretionary Service.
- (3) The Operator must not specify an item of Discretionary Service Information in a Discretionary Service Proposal that is different to or inconsistent with the rates or descriptions for that item of Discretionary Service Information set out in this Agreement (including the Technical Specification and Schedule of Rates).
- (4) If the Shire accepts the Discretionary Service Proposal, the Shire may issue a Discretionary Service Direction containing the Discretionary Service Information and the Operator must sign and return the Discretionary Service Direction to the Shire and perform its obligations under the Discretionary Service Direction as if the provisions of the Discretionary Service Direction form part of this Agreement.

- (5) If the Shire disagrees with any Discretionary Service Information contained in a Discretionary Service Proposal provided by the Operator, the Shire may give notice to the Operator and the parties must attempt to agree on the Discretionary Service Information within 10 Business Days and:
 - (a) if the parties are able to reach agreement, the Shire may issue a Discretionary Service Direction containing the agreed Discretionary Service Information and the Operator must sign and return the Discretionary Service Direction to the Shire and perform its obligations under the Discretionary Service Direction in accordance with this Agreement; and
 - (b) if the parties are not able to reach an agreement within 10 Business Days, the Discretionary Service Proposal will be deemed to be rejected by the Shire.
- (6) Any failure by the Operator to sign and return a Discretionary Service Direction issued to it in accordance with clause 5.3(4) or clause 5.3(5)(a) will not relieve the Operator of its obligation to perform its obligations under the Discretionary Service Direction and this Agreement.
- (7) The Shire may not issue any new Discretionary Service Direction after the End Date and any Discretionary Services the subject of a Discretionary Service Directions issued prior to the End Date will automatically terminate on the End Date and will be of no further force or effect.

5.4 Service principles

In performing the Services and each parties' obligations under this Agreement, the following principles will be the basis for reasoning and a guide for the parties actions and behaviours:

- (1) strive for innovation to achieve efficiency in the provision of waste services and operation of the Facility;
- (2) strive to attract additional tonnages, waste streams and customers to the Facility and increase revenue;
- (3) always communicate frankly and openly with each other;
- (4) be cost-conscious and manage expenses closely;
- (5) manage safety and environmental incidents and issues wisely and, at a minimum, as required by Law;
- (6) make decisions at all times in the best interests of the performance of the Services and the Facility;
- (7) manage relationships with customers to maximise customer retention;
- (8) endeavour to provide opportunities for, and contribute to, the local community in which the Facility is located; and
- (9) is encouraged to wherever possible employ local personnel and engage local contractors that reside in the vicinity of the Site.

5.5 Behavioural commitments

In performing the Services and each parties' obligations under this Agreement, the parties will endeavour to:

- (1) act with honesty and integrity;
- (2) adopt a positive approach to the parties' work;
- (3) communicate openly;
- (4) treat everyone with respect;
- (5) be accountable for each party's actions;
- (6) challenge the status quo and change as necessary;
- (7) work as a team and accept team decisions; and
- (8) commit to team goals.

6 Operating Stage

6.1 Entry into Operating Stage

In making its decision of whether to continue to engage the Operator to perform the Services during the Operating Stage, the Shire will:

- (1) review the Operator's performance of the Services during, and at the end of, the Ramp-up Stage including having regard to the Operator's performance against the KPIs;
- (2) assess the Operating Stage Documents submitted by the Operator in accordance with this clause 6; and
- (3) review the suitability of the payments under this Agreement as set out in Schedule 4, including adjustments to the calculation of the Residual Revenue to apply during the Operating Stage.

6.2 Review of Performance during Ramp-up Stage

The Alliance Board must review and provide feedback to the Operator, including any areas for improvement, regarding its performance of the Services at regular intervals, and at least every month, during the Ramp-up Stage and prior to submission of the Operating Stage Documents in accordance with clause 6.3.

6.3 Submission of Operating Stage Documents

The Operator must prepare and submit to the Shire the Operating Stage Documents by the date which is 6 months prior to the date on which the Ramp-up Stage ends (as may be extended by the Shire in its discretion) or such earlier date as may be agreed between the parties.

6.4 Form and content of Operating Stage Documents

- (1) The Operating Stage Documents are:
 - (a) a report setting out the Operator's performance against KPIs for the Ramp-up Stage, including against the Target for the Ramp-up Stage, and, if the

Target for any KPI was not achieved, reasons why and the methods used to ensure that the Target for that KPI will be achieved in the future;

- (b) a report setting out the Operator's financial performance, including the revenue and expenses for the Ramp-up Stage;
 - (c) the Marketing Plan revised to set out the manner in which the Operator intends to increase revenue, attract and retain more customers and increase Revenue to the Facility during the Operating Stage;
 - (d) the Maintenance Plan revised to set out the manner in which the Facility will be protected and maintained during the Operating Stage, in accordance with the Technical Specification;
 - (e) the Transition Plan revised to set out the manner in which the Services will be transitioned to and the Facility handed back to the Shire on termination of this Agreement at the end of the Operating Stage, in accordance with the Technical Specification;
 - (f) Occupational, Health and Safety Plan revised to set out the manner in which occupational health and safety will be managed during the Operating Stage;
 - (g) a proposed budget for the first Financial Year of the Operating Stage in accordance with clause 12; and
 - (h) any other relevant information relating to how the Operator will ensure it will perform the Services during the Operating Stage in accordance with the Agreement.
- (2) The Operator acknowledges and agrees that the Operating Stage Documents must not contain any proposals in respect of revised KPIs or adjustments to the calculation of any amounts in Schedule 4 (unless those proposals have been reviewed and agreed to by the Alliance Board prior to submission of the Operating Stage Documents).

6.5 Review of Performance and Operating Stage Documents at end of Ramp-up Stage

- (1) The Shire may:
- (a) review the Operating Stage Documents prepared and submitted by the Operator under this clause 6;
 - (b) undertake a review of the Operator's performance of the Services during the Ramp-up Stage; and
 - (c) request the Operator to submit copies of any additional supporting documentation concerning its performance during the Ramp-up Stage.
- (2) The Shire must within 30 Business Days of receiving the Operating Stage Documents notify the Operator in writing:
- (a) whether or not it will engage the Operator to carry out the Services during the Operating Stage;
 - (b) any required revisions to the plans including the Marketing Plan, Maintenance Plan or Transition Plan;

- (c) any proposed revision to the KPIs;
- (d) any proposed revisions to the payment model, including minor adjustments to the calculation of the any amounts in Schedule 4 to apply during the Operating Stage.

6.6 Entry into Operating Stage

- (1) The Operator acknowledges and agrees that if the Shire notifies the Operator in writing that it will engage the Operator to carry out the Services during the Operating Stage, the Operator must perform the Services during the Operating Stage in accordance with the Agreement.
- (2) The Operating Stage commences on the date on which the Shire notifies the Operator in accordance with clause 6.6(1), subject to agreement between the parties of any proposed revision to the KPIs or adjustments to the calculation of any amounts in Schedule 4 to apply during the Operating Stage.

6.7 Termination prior to Operating Stage

The Operator acknowledges that if the Shire notifies the Operator that they will not be engaged to carry out the Services during the Operating Stage in accordance with clause 6.5(2):

- (1) this Agreement is terminated and clause 28 applies;
- (2) the Operator is not entitled to make any Claim in connection with the Shire not proceeding with the engagement of the Operator to carry out the Services during the Operating Stage; and
- (3) the Shire may proceed with the Services with another contractor, or perform the Services itself.

7 Operator's General Obligations

- (1) The Operator must:
 - (a) perform the Services in accordance with the Agreement, including the Technical Specification;
 - (b) diligently perform the Services with due expedition and without delay;
 - (c) perform the Services in accordance with Good Industry Practice and all Laws;
 - (d) perform the Services so as to mitigate any risks to, or the impact of the Services on, the environment and the health and safety of any persons; and
 - (e) perform the Services so as to ensure that the Facility operates in accordance with the Technical Specification.
- (2) The Operator must, at all times during the Operator's performance of its obligations under this Agreement, comply, and ensure that the Operator's Personnel comply with:
 - (a) the requirements set out in the Technical Specification;

- (b) the Operational and Environmental Management Plan;
- (c) Occupational, Health and Safety Plan;
- (d) all applicable Laws; and
- (e) the Policies.

8 Warranties

8.1 Operator Warranties

The Operator warrants to the Shire that the Operator:

- (1) is and will remain suitably qualified and experienced, and will exercise due skill, care and diligence in performing the Services;
- (2) will perform the Services in accordance with:
 - (a) all the requirements of the Agreement and all Laws;
 - (b) all relevant standards of the Standards Association of Australia to the extent that they are not inconsistent with the requirements of the Agreement and Laws; and
 - (c) Good Industry Practice;
- (3) has reviewed the documents comprising the Agreement and is satisfied with its adequacy to perform its obligations under the Agreement;
- (4) has examined the Facility and has satisfied itself as to the adequacy of and suitability of the Facility for the purpose of performing the Services in accordance with the requirements of the Agreement;
- (5) has made its own interpretations as to the difficulties of performing the Services and made provision for those difficulties;
- (6) has obtained, or will be able to obtain, all necessary Approvals (other than the Shire Approvals) necessary in order for it to carry out the Services in accordance with the requirements of the Agreement. In the event any such Approvals are required to be held in the name of the Shire, the Operator must do all things reasonably necessary to obtain and maintain all such Approvals during the term of the Agreement;
- (7) has informed itself as to the availability of labour and all labour conditions and conditions of employment relevant to the execution of the Services;
- (8) has satisfied itself of the Laws relevant to the Services, including in relation to work health and safety;
- (9) subject to the express provisions of the Agreement, has made proper allowance for all matters which might impact on its ability to complete the Services within any particular time, cost or quality constraints;
- (10) is a GST registered entity;
- (11) is and will remain appropriately registered or licensed to the extent required by any Law for the carrying out of the Services; and

- (12) is not insolvent within the meaning of section 95A of the Corporations Act or otherwise and there is no unfulfilled or unsatisfied judgment or court order outstanding against it.

8.2 Warranties Unaffected

The Operator acknowledges that the warranties in clause 8.1 remain unaffected notwithstanding any one or more of the following:

- (1) any receipt or review of, or comment or direction by the Shire or the Shire's Representative on, any document;
- (2) any Variation; or
- (3) any receipt, review, comment, rejection or expression of satisfaction or dissatisfaction by or on behalf of the Shire or the Shire's Representative whether under the Agreement or otherwise with:
 - (a) any of the Operator's materials, plant or equipment selections used during the performance of the Services; or
 - (b) the execution of any Services.

8.3 Acknowledgment of reliance

The Operator acknowledges that the Shire:

- (1) has relied on each of the warranties, acknowledgments, agreements and representations given in clauses 8.1 and 8.2;
- (2) would not have entered into the Agreement but for those warranties, acknowledgments, agreements and representations; and
- (3) has entered into the Agreement in reliance upon the Operator's representation that it has the skill, experience and ability to provide the Services in accordance with this Agreement.

9 Bank Guarantee

9.1 Provision of Bank Guarantee

The Operator must provide the Bank Guarantee to the Shire within 5 Business Days after the Commencement Date and in any event prior to the Conditions Precedent Deadline Date.

9.2 Recourse to Bank Guarantee

- (1) The Shire may call upon the Bank Guarantee in whole or in part, without notice and at any time.
- (2) The Shire may use the proceeds of the Bank Guarantee in relation to any cost, expense, loss or damage of any kind which the Shire claims it has incurred or might in the future incur in connection with what the Shire contends constitutes any act, default or omission of the Operator.

- (3) The Operator must not take any steps to injunct or otherwise restrain:
 - (a) the issuer of any Bank Guarantee from paying the Shire pursuant to the Bank Guarantee; or
 - (b) the Shire from demanding payment under any Bank Guarantee or using the proceeds received under any Bank Guarantee.
- (4) To the extent permitted by law, the Shire does not hold the Bank Guarantee or the proceeds of the Bank Guarantee on trust for the Operator, and is not obliged in any circumstances to pay the Operator interest associated with the Bank Guarantee.

9.3 Replacement Bank Guarantee

Where the Shire has called upon the Bank Guarantee in whole or part prior to its release in accordance with clause 9.4, the Operator must provide a replacement Bank Guarantee for the full value of the Bank Guarantee to the Shire within 10 Business Days of the demand by the Shire.

9.4 Release of Bank Guarantee

The Shire must return the Bank Guarantee to the Operator within 10 Business Days of:

- (1) the Residual Revenue retained in accordance with clause 9.5 equalling AU\$500,000.00; or
 - (2) the End Date,
- whichever is earlier.

9.5 Retention of Residual Revenue

- (1) The Shire may at its discretion elect to retain Residual Revenue which would otherwise be retained by the Operator in accordance with Schedule 4 equal to AU\$500,000.00 in lieu of holding the Bank Guarantee until the End Date.
- (2) Where the Shire makes an election in accordance with clause 9.5(1) as notified to the Operator in writing, for any Quarter where the Residual Revenue for the Quarter is greater than 0, the Residual Revenue which would otherwise be retained by the Operator in accordance with Schedule 4, up to AU\$500,000.00 must be allocated to the Shire as security.
- (3) For the avoidance of doubt, the Residual Revenue must be allocated in the manner set out in clause 9.5(2) for each Quarter where the Residual Revenue for the Quarter is greater than 0, until AU\$500,000.00 has been allocated to the Shire to hold as security. When the Residual Revenue held by the Shire equals \$500,000, the Shire will return the Bank Guarantee to the Operator.

9.6 Recourse to retained Residual Revenue

- (1) The Shire may use the proceeds from the retained Residual Revenue in whole or in part, without notice and at any time in relation to any cost, expense, loss or damage of any kind which the Shire claims it has incurred or might in the future incur in connection with what the Shire contends constitutes any act, default or omission of the Operator.

- (2) The Operator must not take any steps to injunct or otherwise restrain the Shire from using the proceeds from the retained Residual Revenue.
- (3) To the extent permitted by law, the Shire does not hold the proceeds from the retained Residual Revenue on trust for the Operator, and is not obliged in any circumstances to pay the Operator interest associated with the retained Residual Revenue.

10 Access to, maintenance and protection of the Facility

10.1 Operator's access to the Site and control of the Facility

- (1) Within 5 Business Days of all Conditions Precedent being satisfied or otherwise waived, the Shire must provide the Operator with access to the Site and control of the Facility sufficient for the Operator to commence the Services.
- (2) The Operator is responsible for the care and control of the Site and the Facility. The Operator is liable for all costs and expenses and any loss or damage incurred in relation to the Site and the Facility during the period which it has care and control. If the Operator does not repair any loss or damage to the Facility within a reasonable time having regard to the loss or damage, the Shire may, or may engage a third party to, perform the repair and the cost of the repairs will be a debt due from the Operator to the Shire.
- (3) The Operator's right to access the Site and control the Facility under this clause 10.1 is not a right of possession (either on an exclusive or non-exclusive basis) and the Shire retains ownership of the Site and Facility.

10.2 The Shire's access to the Site and Facility

The Shire and the Shire's Personnel may at any time, without prior notice, have access to the Site for any purpose, provided that:

- (1) the reasonable requirements of the Operator in relation to safety and security are complied with while accessing the Site; and
- (2) the relevant Personnel have completed any of the Operator's Site induction requirements.

10.3 Monthly inspection and maintenance by the Shire

Without limiting clause 10.2, the Shire will, without prior notice, access the Site and Facility to conduct inspections and maintenance from time to time.

11 Alliance Board

11.1 Composition of the Alliance Board

- (1) To ensure the parties are working effectively together and that the Agreement is being implemented in alignment with the spirit and intent of the Agreement, the parties must within 20 Business Days of the Commencement Date, establish an Alliance Board that is comprised of 8 people, with 4 representatives from each party who:
 - (a) in respect of the Operator, one person must be the Operator's Representative and the remaining persons must hold three of the following titles:

- (i) State Manager or equivalent;
 - (ii) Regional Manager or equivalent;
 - (iii) Finance Manager or equivalent; or
 - (iv) Contract Manager or equivalent; and
- (b) in respect of the Shire, one person must be the Shire's Representative and the remaining persons must be sufficiently senior to be able to make decisions affecting the Agreement.
- (2) The Alliance Board as at the Commencement Date comprises of the individuals identified in the Agreement Details.

11.2 Meetings

- (1) Subject to clause 11.2(2), the Alliance Board must meet at least quarterly and more frequently as reasonably required by the Shire.
- (2) The Alliance Board must schedule the quarterly meetings to occur within 14 days of a meeting of Shire councillors and must decide the dates and times for such meetings for each Financial Year as soon as the dates for the meetings of the Shire councillors are known.
- (3) An Alliance Board member of the Shire will be appointed to be a chair for each meeting.

11.3 Quorum

- (1) Subject to clause 11.3(2), the quorum for a meeting of the Alliance Board is all 8 members of the Alliance Board (or their proxy) and the quorum must be present at all times during the meeting. Attendance at a meeting includes attendance in person, by telephone or video or similar means.
- (2) If an Alliance Board member has appointed more than 1 proxy, only 1 of them is counted.
- (3) If a quorum is not present within 30 minutes after the time for the meeting, the chair appointed under clause 11.2 will decide whether the meeting is to continue or whether the meeting will be adjourned to the date, time and place decided by the chair.
- (4) If an Alliance Board member is not present for 2 consecutive meetings, that member shall be removed from the Alliance Board and replaced by either the Shire or the Operator (as applicable).

11.4 Casting vote of Shire's Representative

In the case of an equality of votes, the Alliance Board member of the Shire appointed to be the chair for that meeting in accordance with clause 11.2(3) has a casting vote (in addition to that member's vote as a member or proxy).

11.5 Purpose and duties of the Alliance Board

The purpose and duties of the Alliance Board are to:

- (1) ensure that the parties work collaboratively;

- (2) undertake a 'best for project' approach to all decision making;
- (3) review the content of, including any suggested changes to the Operator's plans including the Operational and Environmental Management Plan, Marketing Plan, Transition Plan and the Maintenance Plan;
- (4) review the Operator's performance against the Operator's plans including the Marketing Plan, Transition Plan and the Maintenance Plan;
- (5) review and provide feedback to the Operator, including any areas for improvement, regarding its performance of the Services at regular intervals, and at least every 3 months, during the Ramp-up Stage in accordance with clause 6.2;
- (6) review the payment model in Schedule 4 against the performance of the Services during the Ramp-up Stage;
- (7) review and approve (or reject) any additional costs that the Operator intends to be Operator Costs;
- (8) review and agree the rates for Discretionary Services set out in Schedule 7 for each Financial Year;
- (9) provide leadership, guidance and governance to ensure effective delivery of the Services;
- (10) provide guidance on the performance of the Services;
- (11) ensure that sufficient resources are allocated to the delivery of the Services;
- (12) resolve (where possible) matters referred to it by the representatives of both parties in accordance with the Agreement;
- (13) monitor and review the performance of the Agreement;
- (14) determine additional corrective actions where the performance of any part of the Agreement is determined to require significant improvement;
- (15) review and approve the calculation of the KPI Score for a Financial Year, as prepared by the Operator;
- (16) review and approve the calculation of the Residual Revenue to be retained by the Operator for a Financial Year, as prepared by the Operator;
- (17) discuss any potential Variations to the Agreement;
- (18) resolve disputes in accordance with clause 22 and resolve any other disputes that may arise;
- (19) perform any other functions agreed by the parties to be functions of the Alliance Board; and
- (20) perform any other functions contemplated by, or necessary to give effect to, the Agreement.

11.6 Replacement of representatives

- (1) Subject to clause 11.6(4), the Operator must ensure that its representatives on the Alliance Board remain appointed for the term of the Agreement.

- (2) If a representative of the Operator dies, cannot perform their role due to illness or stops being engaged by the Operator, the Operator must replace the representative with a person acceptable to the Shire (acting reasonably) by providing notice of the replacement to the Shire.
- (3) The Shire may replace its representatives on the Alliance Board by providing notice to the Operator.
- (4) If a representative of the Operator on the Alliance Board misses two consecutive meetings of the Alliance Board, the Shire may request that the Operator replace such representative.

11.7 Decisions

- (1) Subject to clauses 11.7(2) and 11.7(3), a decision of the Alliance Board must be agreed by a majority of the members of the Alliance Board at a meeting of the Alliance Board.
- (2) The following decisions of the Alliance Board must be agreed unanimously by all members of the Alliance Board at a meeting of the Alliance Board:

- (a) [•].

[Note to Tenderers: To be developed with the preferred Tenderer.]

- (3) The Alliance Board may discuss but cannot make a decision in respect of a Reserved Decision. The following matters are Reserved Decisions:
 - (a) decisions as to the amount of the gate fees and other charges to apply for disposal of waste at the Facility;
 - (b) the decision as to whether or not the Operator will be engaged to carry out the Services during the Operating Stage;
 - (c) decisions in respect of capital expenditure;
 - (d) approval of the Proposed Budget each Financial Year; and
 - (e) [•].

[Note to Tenderers: To be updated by the Shire during the course of negotiations.]

- (4) The Reserved Decisions may only be made by the Shire acting in its discretion.
- (5) Each party must comply with each decision of the Alliance Board, unless:
 - (a) doing so, would cause the party to contravene a Law or its constituent statute, constitution, memorandum or articles of association (as applicable); and
 - (b) the party provides written notice to the other party with details of the potential contravention.

12 Budget

- 12.1 On or before 1 February each year (including during the Ramp-up Stage), the Operator must submit a budget for the following Financial Year to the Alliance Board for approval (**Draft Budget**).
- 12.2 The Draft Budget submitted under clause 12.1 must be in the form, and contain all of the information set out in Schedule 6.
- 12.3 The Alliance Board must approve or reject the Draft Budget, or direct the Operator to amend the Draft Budget, within 10 Business Days of receipt of the Draft Budget from the Operator.
- 12.4 If the Alliance Board directs the Operator to amend the Draft Budget under clause 12.1, the Operator must make such amendments to the Draft Budget and provide it to the Alliance Board as soon as possible and in any event within 5 Business Days. The Alliance Board must decide whether to approve or reject such revised Draft Budget within 10 Business Days of receipt of the revised Draft Budget from the Operator.
- 12.5 If the Alliance Board approves the Draft Budget under clause 12.1 or 12.4 it will become a proposed budget (**Proposed Budget**). The Alliance Board must submit such Proposed Budget to the Shire for submission to the Shire's Chief Executive Officer for approval by no later than 1 April of the current Financial Year.
- 12.6 If the Shire approves the Proposed Budget, it will become an adopted budget for the relevant Financial Year (**Adopted Budget**).
- 12.7 The Operator may not make any amendments to the Adopted Budget without the prior written approval of the Alliance Board and the Shire.
- 12.8 If the Shire for any reason fails to approve a Proposed Budget, prior to the commencement of the Financial Year to which it relates, the Operator must, subject to any contrary direction of the Shire, perform the Services at levels comparable with the previous Financial Year's Adopted Budget until such time as an Adopted Budget for the current Financial Year is adopted.

13 Payment

- 13.1 Payment Claims and invoices by Operator
- (1) in respect of the Mandatory Services following an allocation by the Alliance Board in accordance with Schedule 4, if the Alliance Board has allocated a Shortfall Amount to the Operator, the Operator must submit an invoice to the Shire for the Shortfall Amount set out in the Alliance Board's allocation; and
 - (2) in respect of a Discretionary Service:
 - (a) at the times stated in the relevant Discretionary Service Direction, the Operator may submit a payment claim to the Shire in respect of Discretionary Services performed by the Operator to the date of the payment claim;
 - (b) if the time stated in the relevant Discretionary Service Direction falls due on a day which is not a Business Day, the Operator may submit the payment claim either on the Business Day before or the Business Day after that date;

- (c) if the Operator submits a payment claim early, the Operator's payment claim is deemed to have been submitted at the time stated in the relevant Discretionary Service Direction in that month;
- (d) if the Operator submits a payment claim late, the Operator's payment claim is deemed to have been submitted at the time stated in the relevant Discretionary Service Direction in the following month; and
- (e) in each payment claim, the Operator must include:
 - (i) the amount being claimed by the Operator and how it has been calculated;
 - (ii) a breakdown of the part or parts of the Discretionary Services performed in the period to which the payment claim relates; and
 - (iii) any other information required by the Shire at any time.
- (3) To the extent permitted by law, the inclusion of the information and documents set out in clauses 13.1(1) and 13.1(2) is a condition precedent to the validity of the invoice and/or payment claim and to the Operator's entitlement to payment.
- (4) The Shire may request additional information in respect of any payment claim (valid or otherwise) and the Operator must promptly provide that additional information. The provision of the additional information does not validate an invalid payment claim unless expressly confirmed by the Shire (who is under no obligation to do so).
- (5) Despite any other provision in the Agreement, to the extent permitted by law, the Operator is not entitled to and must not include in any payment claim:
 - (a) any claim for a Variation or any other claim under or in connection with the Agreement or the Services which may result in any additional payment; or
 - (b) any claim for damages for a breach of contract, pursuant to quasi-contract, in tort (including negligence), for unjust enrichment, under quantum meruit or pursuant to any other principle of law or equity;

unless the Operator has complied with any requirements set out under the Agreement relating to the claim and the amount claimed has been agreed between the Operator and the Shire or resolved in accordance with clause 22.

13.2 **Payment Certificate**

- (1) Within 10 Business Days after receipt of a payment claim submitted in accordance with clause 13.1, the Shire must give the Operator a payment certificate which states:
 - (a) the payment claim to which the payment certificate relates;
 - (b) the amount claimed by the Operator as payable as at the date of the payment claim;
 - (c) the amount the Shire is entitled to retain, deduct, withhold or set off under this Agreement;
 - (d) the amount which the Shire believes to be then payable by the Shire to the Operator, or by the Operator to the Shire, on account of this Agreement

and otherwise under this Agreement and which the Shire proposes to pay to, or requires be paid by, the Operator; and

- (e) if the amount in clause 13.2(1)(d) is less than the amount claimed in the payment claim:
 - (i) the reason why the amount in clause 13.2(1)(d) is less than the amount claimed in the payment claim; and
 - (ii) if the reason for the difference is that the Shire has retained, deducted, withheld or set off payment for any reason, the reason for the retention, deduction, withholding or setting off.
- (2) The Shire may issue a further payment certificate correcting any error discovered in any previous payment certificate or modifying any previous payment certificate issued by it, including as a result of information received from the Operator pursuant to clause 13.1(2)(e)(iii).
- (3) If the Operator fails to make a payment claim in accordance with this Agreement, the Shire may nevertheless issue a payment certificate under clause 13.2(1).

13.3 Invoices by Shire

Following an allocation by the Alliance Board in accordance with Schedule 4, the Shire may submit an invoice to the Operator in accordance with the written notice provided by the Alliance Board stating the amount owed by the Operator to Shire as at the date of the invoice.

13.4 Payment

Within the period stated in the Agreement Details the Shire must pay to the Operator or the Operator must pay to the Shire (as the case may be):

- (1) the amount shown in the payment certificate as due to the Operator; and/or
- (2) the amount shown in an invoice as due to the Shire or Operator (as the case may be).

13.5 Electronic funds transfer

- (1) The Shire will make payment to the Operator by electronic funds transfer into the Operator's bank account notified by the Operator to the Shire from time to time.
- (2) The Operator will make payment to the Shire by electronic funds transfer into the relevant bank accounts notified by the Shire to the Operator from time to time.

13.6 Effect of payment certificate and payment

- (1) The issue of a payment certificate by the Shire or any payment made by the Shire to the Operator:
 - (a) is not evidence that the Services have been satisfactorily completed by the Operator;
 - (b) will not constitute approval of any Services and will not prejudice any claim by the Shire; and

- (c) is not evidence of the value of the Services and is a payment on account only.
- (2) Any payment made by the Operator to the Shire:
 - (a) is not evidence that the Services have been satisfactorily completed by the Operator; and
 - (b) will not constitute approval of any Services and will not prejudice any claim by the Shire.

13.7 Set-off

- (1) Despite any other provision of the Agreement and without limiting the Shire's other rights and remedies, the Shire may at any time, and from time to time, deduct or set off from either or both of:
 - (a) any money payable by the Shire to the Operator under the Agreement; and/or
 - (b) the Bank Guarantee or retained Residual Revenue in accordance with clause 9;

any money due or claimed to be due from the Operator to the Shire whether under or in connection with the Agreement or otherwise, including:

 - (c) to the extent permitted by law, any amount payable to or allowable in favour of the Shire by way of liquidated damages;
 - (d) any amount which the Operator owes to the Shire (whether or not the amount is expressed to be a debt due from the Operator to the Shire or is an amount in respect of which the Operator indemnifies the Shire); and
 - (e) any other loss, cost, expense or damage suffered or incurred by the Shire in respect of which the Operator is or may be liable to the Shire.
- (2) The Operator may not deduct or set off from any money payable by the Operator to the Shire under the Agreement, any money due or claimed to be due from the Shire to the Operator whether under or in connection with the Agreement or otherwise.

14 Variations

14.1 Variation Directions

- (1) The Operator must not vary the Services unless it has received a written direction entitled "Variation Direction" from the Shire, which also specifies whether the Variation Direction relates to a Mandatory Service or Discretionary Service.
- (2) The Shire may give a Variation Direction to the Operator at any time before the End Date.
- (3) The Operator must comply with a Variation Direction even if agreement has not been reached on the valuation of the Variation.
- (4) No Variation will arise solely by reason of the development of any detailed drawings, specifications or the issue of directions necessary for the proper performance of the Services or otherwise in respect of any work which is necessary for the satisfactory

and efficient carrying out by the Operator of the Services, or which is generally provided in accordance with accepted building practices.

- (5) No Variation will invalidate the Agreement.
- (6) To the extent permitted by law, the Operator has No Claim in connection with any variation for which the Operator did not receive a Variation Direction.

14.2 Proposed Variations

- (1) The Shire may give the Operator written notice of a proposed Variation at any time before the End Date and will specify whether the Variation Direction is in respect of a Mandatory Service and/or a Discretionary Service.
- (2) In relation to a Variation Direction in respect of a Mandatory Service:
 - (a) Within 5 Business Days after receipt of a notice from the Shire under clause 14.2(1), the Operator must notify the Shire of the following:
 - (i) the effect (if any) which the Operator anticipates that the proposed Variation will have on the time for performing the Mandatory Services;
 - (ii) a detailed estimate of the cost of the proposed Variation;
 - (iii) responses to any queries raised by the Shire in respect of the proposed Variation; and
 - (iv) any other relevant information relating to carrying out the proposed Variation.
 - (b) The Operator is not entitled to any additional payment for the time and work involved in preparing notices under clause 14.2(2)(a).
 - (c) Within 10 Business Days after receipt of the Variation valuation issued under clause 14.2(2)(a), the Shire must (in its discretion):
 - (i) issue a Variation Direction under clause 14.1;
 - (ii) notify the Operator that it does not agree with the Variation valuation and issue a Variation Direction under clause 14.1, in which case the value of the Variation will be determined under clause 14.3;
 - (iii) notify the Operator that it does not wish to proceed with the proposed Variation; or
 - (iv) otherwise direct the Operator how to proceed.
- (3) In relation to a Variation Direction in respect of a Discretionary Service:
 - (a) Within 5 Business Days after receipt of a notice from the Shire under clause 14.2(1), the Operator must notify the Shire whether or not the proposed Variation can be effected.
 - (b) If the proposed Variation can be effected, the Operator must include the following details in its notice under clause 14.2(3)(a):

- (i) the effect (if any) which the Operator anticipates that the proposed Variation will have on the time for performing the Discretionary Services;
 - (ii) a detailed estimate of the cost of the proposed Variation;
 - (iii) responses to any queries raised by the Shire in respect of the proposed Variation; and
 - (iv) any other relevant information relating to carrying out the proposed Variation.
- (c) If the proposed Variation cannot be effected, the Operator must give detailed reasons in its notice under clause 14.2(3)(a).
 - (d) The Operator is not entitled to any additional payment for the time and work involved in preparing notices under clause 14.2(3)(a).
 - (e) Within 10 Business Days after receipt of a Variation valuation issued under clause 14.2(3)(b), the Shire must (in its discretion):
 - (i) issue a Variation Direction under clause 14.1;
 - (ii) notify the Operator that it does not agree with the Variation valuation and issue a Variation Direction under clause 14.1, in which case the value of the Variation will be determined under clause 14.3;
 - (iii) notify the Operator that it does not wish to proceed with the proposed Variation; or
 - (iv) otherwise direct the Operator how to proceed.

14.3 Valuation of Variations

- (1) Subject to clause 14.1(6), any Variation under the Agreement will be valued in accordance with this clause 14.3.
- (2) In relation to a Variation Direction in respect of a Mandatory Service or Discretionary Service, the Shire will determine the value of a Variation in accordance with the following order of precedence:
 - (a) agreement of the parties, including any pre agreed prices in the Agreement for the particular Mandatory Service or Discretionary Service;
 - (b) if the Agreement includes a schedule of rates for the purposes of valuing Variations, those rates will be used to the extent applicable; or
 - (c) to the extent that clause 14.3(2)(a) and 14.3(2)(b) do not apply, reasonable rates and values will be used.

14.4 Operator's claim for a Variation

- (1) If the Operator considers that it has been required to carry out a Variation (whether as a result of a direction from the Shire or the Shire's Representative or any other event) but the Shire has not given it a written direction in the form of a Variation Direction, the Operator must, within 7 Business Days after receipt of the direction or that other event, notify the Shire in writing of:

- (a) the Operator's opinion that the work involves a Variation which should have been directed in the form of a Variation Direction;
 - (b) the reasons for its opinion; and
 - (c) the matters set out in clause 14.2(2)(a) and 14.2(3)(b) (as applicable).
- (2) In response to a written notice by the Operator under clause 14.4(1), the Shire may (in its discretion):
 - (a) confirm that the work involves a Variation and issue a Variation Direction;
 - (b) withdraw the direction; or
 - (c) confirm the direction and notify the Operator that the direction is not a Variation Direction.
- (3) Despite any other provision of the Agreement, to the extent permitted by law, if the Operator does not strictly comply with clause 14.4(1), then the Operator will have no entitlement to subsequently maintain that the work carried out was a Variation that should have been directed in the form of a Variation Direction, and will have No Claim arising out of or in connection with the direction or other event or any extra work performed as a consequence.

14.5 Reduction of Services

If any part of the Services is reduced or omitted by a Variation, the Shire may retain or arrange for others to carry out the reduced or omitted parts of the Services. Nothing referred to in this clause 14.5 constitutes grounds to allege that the Shire has wrongly repudiated the Agreement.

15 Capital Works

15.1 General

- (1) In addition to the provision of the Services, the Shire may, in its discretion, from time to time, invite the Operator to tender for Capital Works. If the Shire requests the Operator to perform Capital Works, the Shire will issue a Notice to Proceed and this clause 15 will apply and the Capital Works will form part of this Agreement.
- (2) Any Capital Works performed by the Operator at the request of the Shire will be performed in accordance with this Agreement and the following principles, unless otherwise decided by the Shire (in its discretion):
 - (a) the Operator will be required to cover the up-front payment of the Capital Works;
 - (b) the cost of such Capital Works will be apportioned over the remaining term of the Agreement and repaid to the Operator;
 - (c) once completed the Capital Works will form part of the Facility and title will vest in the Shire; and
 - (d) the Capital Works must be performed to the standard, and in accordance with the terms and conditions, reasonably requested by the Shire and to the satisfaction and approval of the Shire.

- (3) The Operator may, in its discretion, from time to time, propose to perform Capital Works. If the Shire accepts the Operator's proposal to perform Capital Works, the Shire will issue a Notice to Proceed and this clause 15 will apply and the Capital Works will form part of this Agreement.
- (4) Any Capital Works proposed by the Operator and accepted by the Shire will be performed in accordance with this Agreement and the following principles, unless otherwise decided by the Shire (in its discretion):
 - (a) the Operator will be required to cover all payment of the Capital Works;
 - (b) the cost of such Capital Works will not be repaid to the Operator;
 - (c) once completed the Capital Works will form part of the Facility and title will vest in the Shire; and
 - (d) the Capital Works must be performed to the standard, and in accordance with the terms and conditions, reasonably requested by the Shire and to the satisfaction and approval of the Shire.

15.2 Capital Works Request by Shire

- (1) If the Capital Works have not already been included as Discretionary Services in the Technical Specification, the Shire may request that the Operator prepare a Capital Works Valuation for the performance of Capital Works from time to time before the expiry of the Term (**Capital Works Request**).
- (2) Within 30 Business Days of receipt of the Capital Works Request from the Shire under clause 15.2(1) (or such other time specified in the Capital Works Request or agreed between the Parties) the Operator must provide a Capital Works Valuation to the Shire.
- (3) The Capital Works Valuation provided under clause 15.2(2) must be in the form, and include any other information that, the Shire has requested.

15.3 Capital Works Proposal by Operator

- (1) The Operator may provide a proposal to the Shire to perform Capital Works, such proposal must set out the details of the Capital Works to be performed and the aggregate cost to perform the Capital Works which will be borne by the Operator (**Capital Works Proposal**).
- (2) The Operator must provide any other information that the Shire has requested in respect of the Capital Works Proposal.

15.4 Notice to Proceed

- (1) If the Shire accepts a Capital Works Valuation or a Capital Works Proposal by notice in writing to the Operator, the Shire will issue a Notice to Proceed to the Operator and the Operator must complete the Capital Works in accordance with the Notice to Proceed.
- (2) The Operator must confirm acceptance in writing of the Notice to Proceed issued by the Shire under clause 15.4(1) by signing and returning the Notice to Proceed to the Shire as soon as practicable.
- (3) No Notice to Proceed will have the effect of varying the terms of this Agreement.

15.5 Operator acknowledgements

- (1) The Operator acknowledges that:
 - (a) the Shire is not obliged to issue any Capital Works Requests or Notices to Proceed to the Operator;
 - (b) the Operator is not obliged to issue any Capital Works Proposals to the Shire;
 - (c) the Shire has not made any representation that the Operator will be required to perform any Capital Works;
 - (d) the Shire may, or may engage other contractors to, complete works of the same nature as the Capital Works on the Site and/or Facility, including by issuing a request for tenderer in respect of such works; and
 - (e) the Shire may elect to engage the Operator to perform Capital Works under a separate contract, rather than issuing a Notice to Proceed.
- (2) Without limiting clause 15.5(1), if the Shire does not issue a Notice to Proceed in accordance with clause 15.4(1), then:
 - (a) no obligation will have arisen on the Shire to require the performance of any Capital Works or on the Operator to perform any Capital Works; and
 - (b) neither party is entitled to make any Claim against the other party arising out of or connected with any Capital Works Valuation, Capital Works Request, Capital Works Proposal or Notice to Proceed, or the lack of Capital Works Valuation, Capital Works Request, Capital Works Proposal or Notice to Proceed.

16 Personnel

16.1 Shire's Representative

- (1) The Shire must appoint a representative who is authorised to give directions to the Operator in relation to the Services.
- (2) The Operator must:
 - (a) give the Shire's Representative access to the Facility and the Services (and any other place where Services are being carried out or materials are being prepared or stored); and
 - (b) promptly comply with any direction given by the Shire's Representative.
- (3) The Shire must ensure that:
 - (a) the Shire's Representative acts within the times required under the Agreement or, if no time is stated in the Agreement, within a reasonable time; and
 - (b) where under the Agreement the Shire's Representative is required to certify, assess, price, measure or value work, quantities or time, the Shire's Representative acts reasonably.

16.2 Operator's Representative

- (1) The Operator must appoint and ensure that there is an Operator's Representative present on the Facility (and any other place where the Services are being carried out) to personally superintend the execution of the Services.
- (2) The Operator must ensure that the Operator's Representative is contactable by telephone at all times while the Operator is responsible performing the Services, including outside of working hours to deal with emergencies.
- (3) If the Shire reasonably objects to the appointment of an Operator's Representative, the Operator must terminate the appointment and appoint a new Operator's Representative within 10 Business Days of such objection.
- (4) The Operator must promptly notify the Shire in writing of any change in the Operator's Representative's details.
- (5) Any directions given by the Shire to the Operator's Representative are deemed to also be given to the Operator.
- (6) Anything within the Operator's Representative's knowledge is deemed to be within the Operator's knowledge.

16.3 Operator's Key Personnel

- (1) The Operator must ensure that the Key Personnel:
 - (a) are employed in the roles specified in the Agreement Details;
 - (b) remain employed in those roles at all times until the End Date; and
 - (c) are available at all such times as necessary to duly and properly perform the relevant roles specified in the Agreement Details.
- (2) The Operator warrants that each Key Personnel (and any replacement Key Personnel) has the experience and skill to, and will perform the relevant role specified in the Agreement Details.
- (3) The Operator must immediately notify the Shire if a Key Personnel becomes seriously ill, dies, retires or resigns.
- (4) The Operator must obtain the prior written approval of the Shire (not to be unreasonably withheld) before replacing any Key Personnel. The Operator must ensure that any replacement Key Personnel have the same or better skills, experience and level of authority as the person being replaced and must provide the Shire with details of any replacement Key Personnel.

16.4 Industrial Relations

- (1) The Operator must do all acts, matters and things necessary on its part to:
 - (a) ensure that a good industrial climate is maintained on the Facility; and
 - (b) ensure that all Subcontractors and consultants engaged in the execution of the Services co-operate in maintaining a good industrial climate on the Facility.

- (2) Without restricting the generality of the Operator's obligations under clause 16.4(1), the Operator must ensure that:
 - (a) all relevant awards and industrial and workplace agreements are adhered to;
 - (b) good safety practices in accordance with relevant Laws, awards and procedures contained in the relevant industry agreements are maintained; and
 - (c) industrial relations on the Facility are professionally managed.
- (3) Without limiting this clause 16.4, the Operator is solely responsible for industrial relations affecting the Facility or the Services.

16.5 Payment of allowances

- (1) The Operator must make all contributions and payments to any scheme for superannuation, long service leave, redundancy or the like as required by Law, or any union or award requirements.
- (2) The Operator is responsible for the payment of any required PAYG tax, fringe benefit tax, payroll tax and other statutory charges and must deduct and remit tax to or regarding any of its employees who have at any time been employed by the Operator to undertake Services.

16.6 Power to remove Operator's Personnel

- (1) The Shire's Representative may direct the Operator to remove or have removed from the Facility or from any activity connected with the Services, within such time as the Shire's Representative directs, any of the Operator's Personnel who, in the reasonable opinion of the Shire, is unsuitable to perform the Services.
- (2) Any person the subject of clause 16.6(1) must not subsequently be employed on the Facility or on activities connected with the Services without the prior approval in writing of the Shire's Representative.
- (3) The Operator is not entitled to any payment in respect of the replacement of such a person.

16.7 Qualifications of employees

- (1) The Operator must only employ or engage (as the case may be) in activities connected with the Services, persons who or Subcontractors that are careful, skilled, experienced and where required, qualified in their respective trades and professions.
- (2) As and when required by the Shire's Representative, the Operator must submit records showing full details of the names of employees, their classification by way of profession, trade, or function, hours worked per day including ordinary hours and overtime hours and all details concerning absences from work for all persons employed or engaged (as the case may be) in connection with the Services by the Operator and all Subcontractors.
- (3) The Operator, prior to employing any personnel or Subcontractors in the performance of the Services and as and when required by the Shire's Representative, must give full details of all qualifications, training and experience of any person or Subcontractor employed or engaged (as the case may be) in connection with the Services by the Operator or any Subcontractor or otherwise

provide any information requested by the Shire's Representative necessary to verify the qualifications of any such person or Subcontractor. The Shire may, after reviewing a person or Subcontractor's credentials and acting reasonably, direct the Operator not to employ that person or Subcontractor on the Facility or on activities connected with the Services and the Operator must comply with that direction.

- (4) The Shire's Representative may, at any time and from time to time during execution of the Services, direct that any persons or Subcontractors employed or engaged (as the case may be) in connection with the Services be examined and/or tested as to their competence to perform their duties. Where the Shire's Representative gives such a direction, the Operator must make available or cause to be made available such persons or Subcontractors for examination and/or testing.
- (5) When the Shire's Representative or other person approved by the Shire's Representative has completed the examination or testing or the examination and testing, as the case may be, the Shire's Representative must advise the Operator of the results as soon as practicable.
- (6) If an examination and/or test of a person or Subcontractor under this clause produces results which the Shire's Representative considers to verify that person's competence for the relevant duties, then the Shire must bear the cost of such examination and/or test but otherwise the Operator must bear such cost.

16.8 Other contractors

- (1) The Shire may arrange for other contractors to execute work on the Site and/or Facility concurrently with the execution of the Services by the Operator.
- (2) The Operator must as far as practically possible, cooperate with any other contractors to ensure the coordination of the work undertaken by the other contractors with the execution of the Services by the Operator.
- (3) The Operator will have No Claim by reason of other contractors performing work on the Site and/or Facility.

17 Directions, approvals and consents

17.1 The Shire's directions

- (1) The Shire may give the Operator any direction (orally or in writing) which it considers is required in relation to the Services or any of the other Operator's obligations.
- (2) If the Operator requests in writing the Shire to confirm any oral direction in writing, the Shire must do so as soon as practicable.
- (3) The Operator must comply with any direction given by or on behalf of the Shire.
- (4) If the Operator considers that any direction of the Shire (other than a direction in respect of a Variation or a proposed Variation) is given in error or the Operator has any objection of any kind to any direction, then the Operator must promptly notify the Shire in writing before complying with the direction. This notice must state the basis upon which the Operator considers the direction was given in error or in other objection.
- (5) The Shire may request further information if the Shire considers that the Operator's notice under clause 17.1(4) is not sufficient to enable the Shire to properly understand the basis or extent of the Operator's opinion. The Operator must

provide the further information within the time specified by the Shire, or if no time is specified, within 5 Business Days after the request is made.

(6) Within 10 Business Days after the later of receipt by the Shire of:

- (a) the notice from the Operator under clause 17.1(4); and
- (b) further information requested by the Operator under clause 17.1(5) (as applicable);

the Shire may withdraw or confirm the direction previously given by it. If the Shire confirms the direction, the Operator must comply with that direction in accordance with the Agreement. If the Shire does not confirm the direction within this period, the direction is taken to be withdrawn.

(7) If the Operator does not notify the Shire in writing (either under this clause 17.1(4) or where relevant under clause 14.4) within 10 Business Days after receipt of any direction by the Shire, then the Operator will be taken to have waived any objection to the direction and to have accepted it and will have No Claim arising out of or in any way connected with the direction or its subject matter.

17.2 Failure to comply with the Shire's direction

If the Operator does not comply with a direction given by the Shire under or in connection with the Agreement then:

- (1) the Shire may issue a notice to the Operator requiring compliance with the direction within 10 Business Days;
- (2) if the Operator does not comply with the notice issued under clause 17.2(1), then the Shire may employ and pay others to execute any work of any kind which may be necessary to give effect to the direction of the Shire;
- (3) subject to clause 17.2(4), all costs and expenses and any loss or damage properly incurred by the Shire in so doing will be a debt due from the Operator to the Shire;
- (4) where the Shire, has pursuant to clause 17.2(2), employed others to execute a direction, then the amount due from the Operator to the Shire under clause 17.2(3) will be limited to the amount which exceeds the amount which would have been payable by the Shire to the Operator under clause 13 of the Agreement, had that work been performed by the Operator in accordance with the requirements of the Agreement; and
- (5) the Operator remains liable for and responsible to the Shire for the work executed by others as if the work had been executed by the Operator pursuant to the Agreement.

17.3 Approvals and consents

- (1) The Shire may conditionally or unconditionally give or withhold its approval or consent in its discretion unless the Agreement expressly provides otherwise.
- (2) Any approval or consent given by the Shire under the Agreement does not:
 - (a) diminish or extinguish any of the obligations of the Operator under the Agreement;

- (b) affect any warranty given or required to be given by the Operator under the Agreement; or
- (c) operate as a waiver by the Shire of any right of the Shire under the Agreement or at law.

18 Work Health and Safety

18.1 Concurrent work health and safety obligations of the Operator

The Operator must, so far as is reasonably practicable, provide and maintain a working environment that is safe and without risk to health for persons carrying out or affected by the Services.

18.2 Health and safety compliance

The Operator:

- (1) must comply with all relevant Safety Legislation and Safety Requirements;
- (2) must comply with the Occupational, Health and Safety Plan, which must be updated and approved by the Alliance Board at least annually;
- (3) warrants that it is familiar with and has the capability and resources to comply with all relevant Safety Legislation and Safety Requirements;
- (4) warrants that it has policies, practices and procedures in place aimed at creating a culture of compliance and eliminating, so far as reasonably practicable, implicit authorisation of non-compliance;
- (5) must perform all relevant functions and fulfil all relevant duties under all relevant Safety Legislation of an employer or otherwise applicable to the role of the Operator; and
- (6) must (and must ensure that all Subcontractors) at all times identify and exercise all necessary precautions for the health and safety of all persons including its employees, all Subcontractor's employees, the Shire's Personnel and members of the public who may be affected by any Services.

18.3 Control and management of risks

- (1) The Operator has, and must maintain, the sole management and control of:
 - (a) the Facility (and must ensure that the Facility and the means of entering and leaving the Facility are at all times safe and without any risk to health);
 - (b) the manner in which the Services are carried out and completed; and
 - (c) all matters arising from or connected with the carrying out and completion of the Services that give rise or may give rise to any risk to health or safety.
- (2) The Operator must:
 - (a) before carrying out any of the Services, undertake an assessment of the risks associated with carrying out the Services and identify and implement appropriate measures to control all such risks;

- (b) provide details of the Occupational, Health and Safety Plan as detailed in the Technical Specification and evidence of implementation of adequate risk control measures to the Shire in accordance with any reasonable request by the Shire;
- (c) ensure that all Operator's Personnel and others over whom it is capable of exercising control, perform the Services in a safe manner and in compliance with all obligations imposed by Safety Legislation on the Operator;
- (d) not do anything or fail to do anything that would or would be likely to cause the Shire to be in breach of the Safety Legislation; and
- (e) provide evidence when requested by the Shire's Personnel that the Operator and the Operator's Personnel hold the registrations, licences, permits or certificates of competency that they are required by Law to hold as a condition for operating equipment or performing the Services.

18.4 Appointment unaffected

The Operator acknowledges that it has the responsibility and authority for the management and control of the matters referred to in clause 18.3 and the Operator's responsibility and authority remains unaffected despite any approval, authorisation, direction, instruction, order, permission, request or requirement of the Shire or the operation of any other clause of the Operator.

18.5 Consulting, co-operation and co-ordination

The Operator must so far as is reasonably practicable consult, co-operate and co-ordinate activities with the Shire, any suppliers or contractors or other persons engaged in or associated with the Services:

- (1) to achieve effective co-ordination of activities to ensure optimal health and safety risk management; and
- (2) to enable the Shire and the Operator and other relevant parties to comply with their respective obligations under all relevant Safety Legislation.

18.6 Operator's reporting obligations

The Operator must:

- (1) immediately notify the appropriate Authority of any Notifiable Incident;
- (2) immediately notify the Shire of any Notifiable Incident (whether or not there is an injury), any accident, injury, property or environmental damage which occurs during the carrying out, of or is associated with, any part of the Services. The Operator must, as soon as reasonably possible, provide a written report to the Shire containing complete details of the incident, including the result of any investigation into its cause and any recommendation or strategy for prevention of a recurrence;
- (3) immediately notify the Shire and the Shire of any direction or notice of any Authority, having jurisdiction in relation to health and safety, provided to the Operator or issued in relation to the Services. The Operator must, within 24 hours of receipt, provide a copy to the Shire;
- (4) immediately advise the Shire in writing of any act, fact or circumstance associated with the activities of the Operator, or any other person relevant to the ability of the

Operator to carry out the Services in a manner that is safe and without any risk to health;

- (5) provide the Shire with reasonable assistance (including access to relevant documents and the Operator's employees) in investigating any such incident if requested to do so by the Shire; and
- (6) maintain records and make reports concerning the health, safety and welfare of people, and damage to property, as the Shire's Personnel reasonably require.

18.7 Operator provision of information

- (1) The Operator must ensure that the Operator's Personnel:
 - (a) obtain and consider information on the requirements for safe use of, and the risk to health and safety of all persons from plant or substances supplied, under the Agreement or used for the purpose of carrying out the Services;
 - (b) as far as reasonably practicable, supply those persons using or exposed to such plant or substances with adequate health and safety information concerning the plant or substances; and
 - (c) ensure that any such plant or substances are safe when properly used or stored.
- (2) The Operator must at all times inform the Shire of all relevant information which becomes known to the Operator (or the Operator's Personnel) concerning the safe use, supply, maintenance or storing of the plant or substances supplied under the Agreement or used for the purpose of carrying out the Services. The Operator must also inform the Shire in relation to such plant and substances as required by Safety Legislation.

19 Policies

- (1) The Operator and the Operator's Personnel must at all times comply with the Policies (including all drug and alcohol, health, safety and environment policies).
- (2) If any applicable Law provides for a different standard or quality to the Policies the Operator must comply with the more stringent standard or quality.

20 Environment

20.1 General undertakings

The Operator must:

- (1) carry out the Services in an environmentally responsible manner;
- (2) not Contaminate the Site, the ground water beneath the Site or any land or ground water adjacent to the Site or otherwise cause the Environment to be Contaminated;
- (3) comply, and ensure that the Operator's Personnel comply, at all times with all relevant Laws, policies, guidelines and codes of practice relating to the protection and preservation of the Environment;

- (4) before beginning the Services, submit for the Alliance Board's approval an Operational and Environmental Management Plan which, as a minimum requirement, must:
 - (a) identify procedures to determine those aspects of the Operator's activities which have or may have a significant impact on the Environment;
 - (b) determine environmental management principles and implement and maintain suitable control measures in relation to those aspects of its activities which have, or may have, a significant impact on the Environment;
 - (c) demonstrate the Operator's ability to comply with clause 20.1(3); and
 - (d) detail a remediation plan to be implemented in the event of Contamination of the Site;
- (5) cause each of the Operator's Personnel who enter the Site to attend a safety and environmental induction to ensure that they are thoroughly inducted on Site safety procedures and the environmental management principles of the Site; and
- (6) take all action necessary to protect and preserve the Environment from Contamination arising from or in connection with the carrying out of the Services.

20.2 Contamination

- (1) The Shire is liable for all Contamination other than Contamination caused or contributed to by an act or omission of the Operator or the Operator's Personnel, including any Contamination in any waste collected by the Shire. The Operator is liable for all Contamination caused or contributed to by an act or omission of the Operator or the Operator's Personnel.
- (2) The Operator must:
 - (a) immediately notify the Shire of all environmental incidents which occur on the Site or in the vicinity of the Site. For the purposes of this clause 20.2(2), an environmental incident includes:
 - (i) any Contamination (whether caused by the Operator, Operator's Personnel or otherwise);
 - (ii) any act or omission (whether of the Operator or otherwise) which is or has the potential to be in breach of any Law or which results in an adverse impact on the Environment; or
 - (iii) any event arising out of, or as a consequence of, the carrying out of the Services, which results or may result in an adverse impact on the Environment; and
 - (b) provide all assistance reasonably requested by the Shire to conduct an investigation to determine the cause of the environmental incident.
- (3) The Operator must clean up any waste and make good any Contamination (whether caused by the Operator, Operator's Personnel or otherwise).
- (4) The Operator must provide to the Shire's satisfaction, details of any remediation of the Site or land adjacent to the Site required for or resulting from the carrying out of

the Services, including any remediation of the Site required by any Authority having jurisdiction in connection with the Site or the carrying out of the Services.

20.3 Indemnities

The Operator must to the maximum extent permitted by law, indemnify and keep indemnified the Shire and Shire's Personnel against all claims, demands, actions and costs (including legal costs), charges, expenses, damages, penalties, loss or other liability (including the making good of Contamination or defending claims in respect of Contamination or related environmental issues) arising from or contributed to by the Operator's breach of its obligations under this clause 20.

21 Confidentiality

21.1 Confidential Information

The Operator must, and must ensure that the Operator's Personnel must:

- (1) ensure that all documents to which the Shire or the Operator is a party are kept confidential; and
- (2) not make or permit any party to make any public announcement or other disclosure of or in relation to:
 - (a) this Agreement; or
 - (b) the Services,without the prior written consent of the Shire, except to the extent that the disclosure or announcement is required:
 - (c) by Law;
 - (d) by the listing rules of Australian Stock Exchange Limited or any other stock exchange; or
 - (e) to perform the Services.

21.2 Indemnity

- (1) The Operator acknowledges that any breach of clause 21.1 may result in the Shire suffering damage or incurring liability.
- (2) The Operator indemnifies the Shire against all loss or damage whatsoever that the Shire may sustain or incur, to the extent that the loss or damage is caused or contributed to by the Operator or its employees, agents or subcontractors, as a result, whether directly or indirectly, of clause 21.1.

21.3 Damages not a sufficient remedy

The Operator acknowledges that damages are not a sufficient remedy for the Shire for any breach of clause 21.1 and the Shire is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any such breach or threatened breach, in addition to any other remedies available at Law or in equity to the Shire.

21.4 Media releases

The Operator, Operator's Representatives and Operator's Personnel must not in any way release information or statements to the media or to the public concerning the Agreement, the Services or the Shire, unless the Shire has given prior written consent, such consent may be subject to conditions.

21.5 Freedom of Information Act

- (1) The Operator acknowledges that the Shire is subject to the FOI Act, and that the Agreement or any documents in connection with the Agreement or the Services may become the subject of an application under the FOI Act, and access may need to be given to a third party in accordance with the FOI Act.
- (2) The Operator has No Claim arising out of or in connection with the Shire providing access to any document under the FOI Act.

22 Dispute resolution

22.1 Notice of Dispute

If a dispute arises in connection with the Agreement, a party to the dispute must give the other party and the Shire written notice specifying the dispute and requiring its resolution under this clause 22 (**Notice of Dispute**).

22.2 Compulsory Conferences

- (1) If the dispute is not resolved within 5 Business Days after the Notice of Dispute is given, representatives of the Shire and the Operator must confer to try to resolve the dispute.
- (2) If the dispute is not resolved within 10 Business Days of the conferral pursuant to clause 22.2(1), both parties must provide details of the dispute to the Alliance Board. The Alliance Board must meet within 10 Business Days to try to resolve the dispute.

22.3 Litigation

Subject to clause 22.4, neither party may initiate litigation in connection with the Services or the Agreement unless they have first complied with clause 22.1 and 22.2 in relation to the dispute or difference which is the subject of the litigation.

22.4 Summary relief

This clause 22 does not prevent either party from instituting proceedings to enforce payment due under clause 13 or to seek urgent injunctive or declaratory relief in respect of a dispute or difference arising under the Agreement.

22.5 Continuing obligations

- (1) Despite the submission of a dispute to litigation under this clause 22, the parties must continue to perform their obligations under the Agreement.
- (2) This clause 22 continues in force even where the Agreement has been fully performed, terminated or rescinded or where all or any of the parties have been discharged from the obligation to perform the Agreement for any reason.
- (3) This clause 22 applies even where the Agreement is otherwise void or voidable.

23 Force Majeure

23.1 Force Majeure Event

- (1) If a party (**Affected Party**):
 - (a) is prevented from or delayed in performing an obligation (other than to pay money) by a Force Majeure Event;
 - (b) as soon as possible after the Force Majeure Event occurs, notifies the other party of full particulars of:
 - (i) the Force Majeure Event;
 - (ii) the effect of the Force Majeure Event on performance of the Affected Party's obligations;
 - (iii) the anticipated period of delay; and
 - (iv) the action (if any) the Affected Party intends to take to mitigate or remove the effect and delay; and
 - (c) promptly and diligently acts to mitigate or remove the Force Majeure Event and its effect;then:
 - (d) the obligation is suspended during, but for no longer than, the period the Force Majeure Event continues and such further period as is reasonable in the circumstances; and
 - (e) if the Affected Party is prevented from or delayed in performing the obligation by the Force Majeure Event for at least 180 days, any party may by notice to the other party terminate this Agreement.
- (2) The party which is not the Affected Party must use reasonable endeavours to remove or mitigate the Force Majeure Event and its effects.
- (3) Nothing in clause 23.1(1)(c) or clause 23.1(2) obliges either party to settle any strike, lockout, ban, limitation of work or other industrial disturbance.

24 Suspension

- 24.1 The Shire may at any time and from time to time, in its discretion, direct the Operator to:
- (1) suspend the performance of all or part of any activity or activities in relation to the Services; or
 - (2) suspend access to all or any part of the Facility; or
 - (3) recommence the performance of any activity suspended under clause 24.1(1) and revoke any suspension under clause 24.1(2).
- 24.2 If the suspension under clause 24.1 was due to the Operator's failure to perform any of the Services, the Operator will not be entitled to make any Claim on the Shire arising out of or in connection with the suspension.

- 24.3 If the suspension under clause 24.1 was not due to the matters referred to in clause 24.2, the Operator's only entitlement is to receive payment of the reasonable Direct Costs actually and reasonably incurred and duly substantiated by the Operator as a direct result of the suspension.

25 Quality

The Quality Management Plan must be:

- (1) in accordance with the Technical Specification and the Shire's reasonable requirements, including being consistent with AS 9001; and
- (2) approved by the Shire.

26 Step-in

26.1 Step-in Rights

- (1) The Shire has the right to take over or assume (either directly or by engaging a third party) full or partial control of the Site and performance of the Services on a temporary basis (**Step-In Rights**) if any of the following events occur:
 - (a) the Operator suffers an Insolvency Event;
 - (b) the Operator commits a breach of the Agreement; or
 - (c) the Shire reasonably forms the opinion that, unless the Shire exercises some or all of its rights under this clause, there is or is likely to be a risk to health, safety, the environment or the Facility, or damage to the Shire's reputation.
- (2) The Shire's Step-In Rights include the right to take control and supervision of the Operator's Personnel and all costs and expenses properly incurred by the Shire in so doing will be a debt due from the Operator to the Shire.
- (3) The Shire's exercise of its Step-in Rights does not operate to waive or in any way diminish the Shire's right to terminate this Agreement under clause 27.2 and 28.
- (4) The Shire may exercise its Step-in Rights without prior notice to the Operator but the Shire will, if reasonably practical to do so, give prior notice to the Operator and in any event will, as soon as practical, provide notice to the Operator that it is exercising its Step-in Rights.
- (5) If the Shire exercises its Step-In Rights under this clause 26, the Operator's rights and obligations under this Agreement are suspended to the extent necessary to permit the Shire to exercise those Step-in Rights, until the Shire ceases to exercise its Step-In Rights under clause 26.4 or the Shire terminates this Agreement.
- (6) If the Shire has exercised its Step-in Rights, then the Shire may cease to exercise those Step-in Rights at any time, and, in any event will cease to exercise those Step-in Rights as soon as:
 - (a) the applicable Insolvency Event is cured or remedied or the Shire ceases to pursue such cure or remedy of such event in the case of an exercise under clause 26.1(1)(a); or

- (b) the relevant risk is averted or overcome or, where it has materialised, its consequences have been mitigated or otherwise dealt with to the Shire's reasonable satisfaction in the case of an exercise under clause 26.1(1)(c).
- (7) The Shire must give the Operator at least 10 Business Days' prior written notice of ceasing to exercise its Step-in Rights.

26.2 Operator's obligations

If the Shire exercises its Step In Rights under this clause 26, the Operator must:

- (1) obtain all third party agreements, consents and approvals necessary to enable the Shire to exercise its Step-In Rights;
- (2) provide the Shire with written evidence of such agreements, consents and approvals whenever required by the Shire;
- (3) do all other things necessary to enable the Shire to exercise its Step-In Rights, including giving the Shire access to any documents and the Shire's Personnel.

26.3 Operator's acknowledgements

The Operator acknowledges and agrees that:

- (1) the Operator has No Claim against the Shire arising out of or in connection with the Shire's exercise of any Step-in Rights under this clause 26;
- (2) the Shire may but is not obliged to remedy any breach of the Operator prior to the exercise of the Step-In Rights, or to mitigate any risks on behalf of the Operator;
- (3) the exercise of any Step-in Rights, subject to clause 26.1(5), does not limit any other right of the Shire under this Agreement.

26.4 Ceasing to exercise Step-in Rights

Upon the Shire ceasing to exercise any Step-in Rights under clause 26.1(7):

- (1) the Operator must immediately recommence performance of the Operator's Obligations which were suspended under clause 26.1(5); and
- (2) the Shire will, at the cost and expense of the Operator, give reasonable assistance to the Operator to ensure that the process of the Shire ceasing to exercise Step-in Rights and the Operator recommencing to perform its obligations is effected as smoothly as possible.

27 Operator's Default

27.1 Procedure on breach by the Operator

Without limiting any other right or remedy of the Shire, if the Operator is in breach of any provision of the Agreement, the Shire may give the Operator a written notice to show cause within the time specified in the notice. The notice must state:

- (1) that it is a notice issued under this clause 27.1;
- (2) the alleged breach; and

- (3) the time by which the Operator must show cause (which must be not less than 5 Business Days after the notice is given to the Operator).

27.2 Rights of the Shire

If the Operator fails to show reasonable cause why the Shire should not exercise a right referred to in this clause 27.2 within the time specified in the Shire's notice under clause 27.1, the Shire may by written notice to the Operator, and without limiting any other right or remedy it may have, terminate the Agreement.

27.3 Procedure on termination due to Operator's default

- (1) If the Shire terminates the Agreement under clause 27.2, the Shire may without payment to the Operator:
 - (a) complete the Services itself or engage others (including persons in the employment of the Operator) to execute work of any kind which may be necessary to complete the Services;
 - (b) direct the Operator to immediately:
 - (i) make available for collection; or
 - (ii) deliver to the Facility,any plant and materials necessary to complete Services regardless of whether they are located at, adjacent to or away from the Facility;
 - (c) at the Shire's election, direct the Operator to assign or novate to the Shire, or the Shire's nominee:
 - (i) any or all agreements made between the Operator and any Operator's Personnel; and/or
 - (ii) any other rights, titles, warranties and commitments relating to the Services which the Operator has acquired in its dealings with third parties in connection with the Services; and
 - (d) direct the Operator to take any other action concerning the termination of the Agreement (as the case may be) which the Shire may require.
- (2) The Shire must keep records of the cost of completing the Services.
- (3) For the purposes of effecting the assignments or novations referred to in clause 27.3(1)(c), the Operator hereby irrevocably appoints the Shire to be the true and lawful attorney of the Operator with full power and authority to execute the assignment or novation on behalf of the Operator and to bind the Operator accordingly.
- (4) If the Shire terminates the Agreement under clause 27.2, the Shire may retain any Bank Guarantee or retained Residual Revenue (as applicable) provided by the Operator under clause 9 and may have recourse to the Bank Guarantee or retained Residual Revenue (as applicable) in accordance with clause 9. The Shire must release any remaining Bank Guarantee or retained Residual Revenue (as applicable) after completion of the Services.

27.4 Termination of the Agreement by Shire

If the Agreement is terminated by the Shire under clause 27.2, the rights and entitlements of the parties will be the same as they would have been at common law had the Operator repudiated the Agreement and the Shire elected to treat the Agreement as at an end and recover damages.

28 Termination for Shire's Convenience

28.1 Shire's entitlement to terminate for convenience

The Shire may terminate the Agreement by written notice to the Operator at any time for any reason and may then in its discretion, either itself or by engaging other contractors, complete any Services that are incomplete.

28.2 Payment to Operator

Subject to and without prejudice to any other right of the Shire under the Agreement or otherwise, the Shire must pay the Operator for the following if it terminates the Agreement under clause 28.1:

- (1) for work executed before the date of termination, being the amount which would have been payable to the Operator if the Agreement had not been terminated and the Operator had made a payment claim on the date of termination; and
- (2) subject to the Shire's right to have recourse to the Bank Guarantee for the accrued rights of the Shire, any Bank Guarantee then held by the Shire.

28.3 Claim for payment

The Operator must make a claim for payment for any amount due to it under clause 28.2 within 20 Business Days after receiving the notice of termination referred to in clause 28.1. The claim must be in accordance with the requirements of clause 13.1 and must be dealt with in accordance with clause 13.

28.4 Sole entitlement

- (1) The Operator's entitlement to payment under clauses 28.2 and 28.3 is its sole entitlement arising out of or in connection with termination of the Agreement under this clause 28 and the Operator will have No Claim (other than its entitlement to payment under clauses 28.2 and 28.3) arising out of or in connection with the termination.

28.5 Operator's obligations on termination

- (1) If the Shire terminates the Agreement under this clause 28, the Operator must:
 - (a) take all steps necessary to mitigate any expense, cost or loss incurred by it as a result of termination; and
 - (b) immediately return or provide to the Shire all copies of documents provided by or on behalf of the Shire to the Operator in connection with the Agreement and any documents prepared by the Operator or the Operator's Personnel in relation to the Services which the Shire would have been entitled to under the Agreement but for the termination.

28.6 Survival

[The following clauses survive the termination of the Agreement:

- (1) clause 21 (Confidentiality);
- (2) clause 22 (Dispute resolution);
- (3) clause 27 (Operator's default);
- (4) clause 28 (Termination for Shire's convenience); and
- (5) clause 29 (Insurance).] **[Note to Tenderers: To be updated once the Agreement is finalised]**

29 Insurance

29.1 Operator Insurance

The Operator (global) must effect and maintain on terms acceptable to the Shire the following insurances set out in Schedule 8.

29.2 General insurance requirements

- (1) All insurances required by Schedule 8 must:
 - (a) be obtained from an insurer with Standard & Poors or an equivalent agency rating of not less than A-;
 - (b) be maintained from the Commencement Date to the End Date, except for the professional indemnity policy which must be maintained for a minimum of 6 years after the End Date;
 - (c) be governed by the laws of Western Australia;
 - (d) provide that the insurance is primary with respect to the interests of the Shire and any other insurance arrangements maintained by the Shire is excess to and not contributory with the insurances;
 - (e) contain a cross liability clause to ensure that each insured party is treated as a separate and distinct insured, and the acts or omissions of one party does not void, invalidate or reduce insurers liability under the policy.
- (2) The workers compensation insurance policy and public liability insurance policy obtained by the Operator must contain a waiver of subrogation clause to ensure the Operator's insurers waive their rights of subrogation against the Shire and their respective employees and agents.
- (3) The Operator must notify the Shire immediately of any cancellation of any of the insurances and of any change to the terms of the insurances.
- (4) The Operator must pay all deductibles payable in respect of any claims made under the insurance policies.

29.3 Subcontractor insurance

If the Operator subcontracts any part of the Services then the Operator must ensure that every Subcontractor obtains and maintains insurance required by Schedule 8 as appropriate: **[Note to Tenderers: To be finalised with the successful tenderer]**

Insurance: #insert#

Cover: #insert#

Amount: #insert#

29.4 Notification of potential Claims

The Operator must, as soon as practicable, inform the relevant insurer and the Shire in writing of any occurrence that may give rise to a Claim arising under or in connection with this Agreement under insurance required by Schedule 8 and must keep the Shire informed of all developments concerning the Claim.

29.5 Insurances primary

The insurances contemplated by Schedule 8 are primary and not secondary to the indemnities referred to in this Agreement.

30 Key Performance Indicators and reporting

- (1) In providing the Services, the Operator must use its best endeavours to meet or exceed the KPIs set out in Schedule 3.
- (2) The Operator must give the Shire and the Alliance Board each month a written report for each month measuring the performance of the Operator against the KPIs identifying matters specified in clause 7 of Schedule 3.
- (3) If the Operator fails to meet any of the KPIs the Operator must implement the performance remedy specified in clause 8 of Schedule 3.
- (4) The Operator acknowledges and agrees that the Operator's achievement of the KPIs is an essential term of the Agreement and the Operator's failure to achieve the KPIs during a Reporting Period will constitute a breach of the Agreement.
- (5) The KPIs may only be varied by agreement between the parties and as approved by the Alliance Board. Any variation to the KPIs will take effect on the commencement of the following Reporting Period, or as agreed by the Alliance Board from time to time.

31 Meetings, reports and information

- (1) The Operator must attend:
 - (a) all meetings set out in the Technical Specification, at the time set out in the Technical Specification or as otherwise required by the Shire; and
 - (b) any other meetings reasonably required by the Shire.
- (2) The Operator must provide the Shire:
 - (a) weekly reports during the Ramp-up Stage and monthly reports during the Operating Stage setting out the [quantity of waste processed, [●]]; and

- (b) any other reports and other information as set out in Technical Specification or reasonably required by the Shire.
- (3) Any reports or other information provided by the Operator to the Shire must be formatted as the Shire's document (including the Shire logo) and must comply with any style guide or other requirements notified by the Shire to the Operator. **[Note to Tenderers: The Reporting format will be finalised between the Shire and the Operator within the first 4 weeks of the Ramp Up Stage]**

32 Audit and records

- (1) The Shire, or any person nominated by the Shire and acceptable to the Alliance Board, may at any time during the term of this Agreement, and for 7 years following termination of this Agreement, inspect, audit, or investigate any record, prepared or maintained by the Operator for the purposes of performing the work under this Agreement.
- (2) The Operator must provide all records, access, facilities or assistance is necessary to conduct whatever audit, inspection or investigation is required by the Shire or any person nominated by the Shire and acceptable to the Alliance Board.
- (3) If an audit, inspection or investigation identifies that the total payments to the Shire are less than, or exceed its entitlements, the Operator will pay the Operator any shortfall, or the Shire will reimburse the Operator any excess, as the case may be, plus any GST paid or payable in respect of the shortfall or excess in accordance with this Agreement. If the audit discovers any other error or discrepancy, the Alliance Board will decide the action to be taken to rectify that error or discrepancy.
- (4) Any records provided to, or which the Shire, or any person nominated by the Shire and acceptable to the Alliance Board, has access to for any audit, inspection or investigation shall be treated as Confidential Information.

33 Goods and services tax

33.1 Definitions and interpretation

In this clause 33:

- (1) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (**GST Act**) or any replacement or other relevant legislation and regulations;
- (2) words or expressions used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act), any applicable legislative determinations and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires;
- (3) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member; and
- (4) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member.

33.2 Payment of GST

- (1) Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.
- (2) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.
- (3) A party's right to payment under clause 33.2(2) is subject to a tax invoice being delivered by the supplier to the recipient of the taxable supply.
- (4) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- (5) If an adjustment event occurs in respect of a supply made under or in connection with this Agreement:
 - (a) the supplier must notify the recipient of the refund, credit or further amount payable on account of GST by the supplier issuing to the recipient an adjustment note (or by cancelling the earlier tax invoice and issuing a replacement tax invoice) within 5 Business Days of becoming aware of the adjustment event; and
 - (b) the supplier must provide a refund or credit to the recipient, or the recipient must pay a further amount to the supplier, in accordance with the adjustment note or replacement tax invoice issued under subclause 33.2(5)(a) within 10 Business Days of receipt of the adjustment note or replacement tax invoice.
- (6) To the extent that any consideration payable to a party under this Agreement is determined by reference to a cost incurred by a party, or to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

34 Subcontracting

34.1 Subcontracting

- (1) Except in the case of emergencies, the Operator must not, without the prior written approval of the Shire's Representative, which approval must not be unreasonably withheld and, subject to clause 34.1(2), shall be provided within 5 Business Days, subcontract part or all of the Services, other than to the Approved Subcontractors.
- (2) If the risk associated with the activity the subject of the subcontract is such that the subcontract requires more thorough consideration by the Shire, the Shire will provide its approval, or otherwise, in a reasonable amount of time.
- (3) The Shire may request further information regarding the Subcontractor and the particulars of the Services to be subcontracted in order to approve or otherwise a Subcontractor under clause 34.1(1).

- (4) Approval to subcontract by the Shire does not relieve the Operator from any liability or obligation under the Agreement.
- (5) No Subcontractor retained by the Operator in any way creates or imposes any obligation or liability on the Shire arising out of any act, omission, breach or default by the Subcontractor.
- (6) Except where the Agreement otherwise provides, the Operator is liable to the Shire for the acts and omissions of the Subcontractors as if they were acts or omissions of the Operator.

34.2 **Novation deed**

- (1) If requested by the Shire, the Operator must, upon the execution of any Subcontract, deliver to the Shire a deed of novation in the form set out in Schedule 9 (**Subcontractor Novation Deed**), or in such other form and substance as may be required by the Shire, executed by the Operator and the relevant Subcontractor.
- (2) The Shire may at any time issue a notice to the Operator stating the date on which the novation is to take effect. The Subcontractor's Novation Deed will be given effect by the Shire executing the deed and on the date stated in the notice.
- (3) If the Shire gives effect to a novation of a Subcontractor under clause 34.2(2), the Shire may:
 - (a) certify any payments claimed by the Subcontractor under the Subcontract prior to the novation but which have not been paid to the Subcontractor, and regardless of whether the payment has already been certified; and
 - (b) if the amount so certified was the subject of a payment made by the Shire to the Operator, and without limiting the Shire's other rights, pay the amount so certified to the Subcontractor and recover such amount as a debt due and payable by the Operator to the Shire under the Agreement.

35 **Assignment and novation**

- (1) The Operator must not Assign or novate the Agreement or any right, benefit, obligation or interest under the Agreement without the prior written consent of the Shire. If such consent is given, it may be given in whole, in part or subject to whatever conditions the Shire requires.
- (2) The Shire may Assign the Agreement or any right, benefit, obligation or interest under the Agreement without the Operator's consent.
- (3) The Operator must consent to any novation of the Agreement requested by the Shire where the Shire demonstrates to the reasonable satisfaction of the Operator that the novatee has sufficient capacity and financial standing to allow the novatee to perform the obligations of the Shire under the Agreement. The Operator must not unreasonably withhold or delay its consent to any novation of contract requested by the Shire.
- (4) The Operator irrevocably appoints the Shire, immediately after any breach by the Operator of its obligations under clause 35(3), to be the true and lawful attorney of the Operator with full authority and power to execute the novation on behalf of the Operator and to bind the Operator accordingly.

36 Intellectual property

36.1 Intellectual Property Rights granted to Shire

- (1) Subject to clause 36.1(2), all Intellectual Property Rights created in connection with the performance of the Services will be vested in the Shire from the time of their creation. The Operator must do everything necessary to perfect such vesting. The Shire grants to the Operator a licence to use those Intellectual Property Rights for the purpose of the performance of the Services.
- (2) In respect of any:
 - (a) Intellectual Property Rights created in connection with the performance of the Services which are not capable of being vested in the Shire because the Operator does not own the Intellectual Property Rights; or
 - (b) pre-existing Intellectual Property Rights used by the Operator for the purposes of or in connection with the performance of the Services;

the Operator must grant to the Shire or procure in favour of the Shire (as applicable) a perpetual, irrevocable, non-exclusive and royalty free licence to use, adapt or modify (and sub-licence others to use, adapt or modify) the Intellectual Property Rights for any purpose in connection with the Services.
- (3) The Shire grants to the Operator a licence to use any materials or information provided by the Shire and any Intellectual Property Rights in those materials solely for the purpose of the Services.

36.2 Marketing activities of the Shire

The Operator:

- (1) consents to its name, corporate logo and associated images being used by the Shire in any information, publication, document or article for publication concerning the Services in any media; and
- (2) must give the Shire a copy of its name, corporate logo and associated images in any form reasonably required by the Shire within 2 Business Days of receiving a written request by the Shire.

37 Notices

37.1 How to give notice

- (1) Each communication in connection with this Agreement (including a notice, consent, request, waiver or demand) (**Notice**) has no legal effect unless it is in writing.
- (2) In addition to any other method of service provided by law, the Notice may be:
 - (a) sent by prepaid post to the address of the addressee set out in this Agreement or subsequently notified;
 - (b) sent by facsimile to the facsimile number of the addressee;
 - (c) sent by electronic mail to the electronic mail address of the addressee; or

- (d) delivered at the address of the addressee set out in this Agreement or subsequently notified.

37.2 When notice is given

- (1) If the Notice is sent or delivered in a manner provided by clause 37.1(2), it must be treated as given to and received by the party to which it is addressed:
 - (a) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting;
 - (b) if sent by facsimile or electronic mail before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
 - (c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (2) Despite clause 37.2(1)(b):
 - (a) a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice; and
 - (b) a facsimile is not treated as given or received if it is not received in full and in legible form and the addressee notifies the sender of that fact within 3 hours after the transmission ends or by 12 noon on the Business Day on which it would otherwise be treated as given and received, whichever is later.
- (3) A Notice sent or delivered in a manner provided by clause 37.1(2) must be treated as validly given to and received by the party to which it is addressed even if:
 - (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - (b) the Notice is returned unclaimed.

37.3 Notice by solicitor

Any Notice by a party may be given and may be signed by its solicitor.

37.4 Address for notices

The addresses for Notices of each of the parties under this Agreement are as follows:

(1) Shire

Attention:	Chief Executive Officer
Address:	PO Box 567, Tom Price WA 6720
Email address:	soa@ashburton.wa.gov.au

(2) Operator

Name:	#insert#
Attention:	#insert#

Address: #insert#
Email address: #insert#

38 General

38.1 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

38.2 Entire understanding

This Agreement:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

38.3 No representation or reliance

- (1) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, other than representations expressly set out in this Agreement.
- (2) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, other than any representation or inducement expressly set out in this Agreement.

38.4 Severability

If anything in this Agreement is unenforceable, illegal or void or contravenes the law then it is severed and the rest of this Agreement remains in force. The rights and obligations of each party are not affected by any law that, but for this clause 38.4, would affect those rights and obligations.

38.5 Waiver

- (1) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (2) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (3) A waiver is not effective unless it is in writing.
- (4) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

38.6 Time is of the essence

Time is of the essence in respect of obligations to pay money under this Agreement.

38.7 Good faith

In exercising its discretion, powers and rights, and performing its obligations under this Agreement, the Shire must genuinely consult with the Operator and act in good faith and must not act unreasonably towards the Operator.

38.8 Costs and outlays

- (1) Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.
- (2) The Shire must pay all stamp duty and other government imposts payable in connection with this Agreement and all other documents and matters referred to in this Agreement when due.

38.9 Counterparts

This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

38.10 Governing law and jurisdiction

- (1) The law of Western Australia governs this Agreement.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and of the Commonwealth of Australia.

Schedule 1 Agreement Details

[Note to Tenderers: To be completed with the successful Tenderer.]

Item 1 **Representatives**

Shire: Director Infrastructure Services

Manager Waste Services

Operator: #insert#

Item 2 **Key Personnel**

Item 3 **#insert# Commencement Date**

#insert#

Item 4 **Facility**

#insert#

Item 5 **Alliance Board Members**

Shire: Chief Executive Officer

Director Infrastructure Services

Director Community Services

Manager Waste Services

Operator: #insert#

Item 6 **Date for payment**

Within 30 Business Days of the submission of an invoice

Schedule 2
Technical Specification

DRAFT

Schedule 3

Key Performance Indicators

1 Key Performance Indicators

- (1) The purpose of establishing KPIs is to measure the effectiveness of the Operator's performance in achieving the Shire's business objectives through performance of the Services.

2 Mandatory Services KPIs

- (1) The KPIs against which the performance of the Mandatory Services under this Agreement are to be assessed, and the KPI Score for each KPI, are contained in the table below:

KPI	Measurement	KPI Score calculation, per quarter		Target
Financial Performance (FP)	$FP \text{ (as a percentage)} = \frac{OPBudget - OPActual}{OP Budget} \times 100$ <p>Where:</p> <p>OP Budget = The amount of Operator Costs for the relevant Quarter as set out in the Approved Budget.</p> <p>OP Actual = The amount of Operator Costs actually incurred in the relevant Quarter.</p>	FP	KPI Score	0
		25% or greater	2.5	
		20% to 24.99%	2.0	
		15% to 19.99%	1.5	
		10% to 14.99%	1.0	
		5% to 9.99%	0.5	
		0.1% to 4.99%	0.25	
		0%	0	
		- 0.1% to -4.99%	-0.25	
		-5% to -9.99%	-0.5	
		-10% to -14.99%	-1.0	
		-15% to -19.99%	-1.5	
		-20% to -24.99%	-2.0	

KPI	Measurement	KPI Score calculation, per quarter		Target																			
		-25% or less	-2.5																				
Marketing Plan – Innovation (MPI)	MPI = The number of new innovative ideas to increase waste streams, throughput and revenue for the PRWMF which are implemented by the Operator during the Quarter.	<table><tr><th>MPI</th><th>KPI Score</th></tr><tr><td>0, and the value for MPI in the previous Quarter was 0</td><td>-1.0</td></tr><tr><td>0, and the value for MPI in the previous Quarter was 1 or more</td><td>1.0</td></tr><tr><td>1 or more, regardless of what the value for MPI was in the previous Quarter</td><td>1.0</td></tr></table>	MPI	KPI Score	0, and the value for MPI in the previous Quarter was 0	-1.0	0, and the value for MPI in the previous Quarter was 1 or more	1.0	1 or more, regardless of what the value for MPI was in the previous Quarter	1.0	The KPI Score for this item should be at least 1 every second Quarter.												
MPI	KPI Score																						
0, and the value for MPI in the previous Quarter was 0	-1.0																						
0, and the value for MPI in the previous Quarter was 1 or more	1.0																						
1 or more, regardless of what the value for MPI was in the previous Quarter	1.0																						
Marketing Plan (MP)	$MP \text{ (as a percentage)} = \frac{MPRevActual - MPRevBudget}{MPRev Budget} \times 100$ Where: MPRevActual = The amount of Revenue which is actually received in the relevant Quarter. MPRevBudget = The amount of Revenue which has been forecast to be received for the relevant Quarter in accordance with the Marketing Plan.	<table><tr><th>MP</th><th>KPI Score</th></tr><tr><td>25% or greater</td><td>2.5</td></tr><tr><td>20% to 24.99%</td><td>2.0</td></tr><tr><td>15% to 19.99%</td><td>1.5</td></tr><tr><td>10% to 14.99%</td><td>1.0</td></tr><tr><td>5% to 9.99%</td><td>0.5</td></tr><tr><td>0.1% to 4.99%</td><td>0.25</td></tr><tr><td>0%</td><td>0</td></tr><tr><td>- 0.1% to -4.99%</td><td>-0.25</td></tr><tr><td>-5% to -9.99%</td><td>-0.5</td></tr></table>	MP	KPI Score	25% or greater	2.5	20% to 24.99%	2.0	15% to 19.99%	1.5	10% to 14.99%	1.0	5% to 9.99%	0.5	0.1% to 4.99%	0.25	0%	0	- 0.1% to -4.99%	-0.25	-5% to -9.99%	-0.5	0
MP	KPI Score																						
25% or greater	2.5																						
20% to 24.99%	2.0																						
15% to 19.99%	1.5																						
10% to 14.99%	1.0																						
5% to 9.99%	0.5																						
0.1% to 4.99%	0.25																						
0%	0																						
- 0.1% to -4.99%	-0.25																						
-5% to -9.99%	-0.5																						

KPI	Measurement	KPI Score calculation, per quarter		Target
		-10% to -14.99%	-1.0	
		-15% to -19.99%	-1.5	
		-20% to -24.99%	-2.0	
		-25% or less	-2.5	
Compliance (C)	C = The number breaches of Laws or Approvals.	C	KPI Score	0.5
		0	0.5	
		1 or more	-0.5	
Payment (P)	P = The number of days taken to pay the Shire following the due date on an invoice.	P	KPI Score	0.5
		0 or less	0.5	
		1 – 3 days late	-0.25	
		More than 3 days late	-0.5	
PRWMF Availability (PRWMF Av)	PRWMF Av = The number of operational days in the relevant Quarter that the PRWMF is not available to accept waste.	PRWMF Av	KPI Score	0.5
		0	0.5	
		1	-0.25	
		2 or more	-0.5	
Performance Notice (PN)	PN = The number of “performance notices” issued by the Shire to the Operator in the relevant Quarter (including as a result of an inspection or audit) for failing to comply with the requirements of the Agreement.	PN	KPI Score	0.5
		0	0.5	
		1	-0.25	
		2 or more	-0.5	

KPI	Measurement	KPI Score calculation, per quarter		Target											
Occupational Health and Safety (OHS)	OHS = The number of OHS incidents which have occurred in the relevant Quarter.	<table><tr><th>OHS</th><th>KPI Score</th></tr><tr><td>0</td><td>0.5</td></tr><tr><td>1</td><td>-0.25</td></tr><tr><td>2 or more</td><td>-0.5</td></tr></table>	OHS	KPI Score	0	0.5	1	-0.25	2 or more	-0.5	0.5				
OHS	KPI Score														
0	0.5														
1	-0.25														
2 or more	-0.5														
Local Procurement (LP)	LP = The number of FTE Operator's Personnel that are employed to perform the Services which reside within 25km of where the PRWMF is located.	<table><tr><th>LP</th><th>KPI Score</th></tr><tr><td>4 or more</td><td>1.0</td></tr><tr><td>3</td><td>0.5</td></tr><tr><td>2</td><td>0</td></tr><tr><td>1</td><td>-0.5</td></tr><tr><td>0</td><td>-1.0</td></tr></table>	LP	KPI Score	4 or more	1.0	3	0.5	2	0	1	-0.5	0	-1.0	More than 3
LP	KPI Score														
4 or more	1.0														
3	0.5														
2	0														
1	-0.5														
0	-1.0														
Reporting (R)	R = The number of reports which have not been submitted on time or which have been incomplete on submission.	<table><tr><th>R</th><th>KPI Score</th></tr><tr><td>0</td><td>0.5</td></tr><tr><td>1 or more</td><td>-0.5</td></tr></table>	R	KPI Score	0	0.5	1 or more	-0.5	All reports provide within the designated timeframes						
R	KPI Score														
0	0.5														
1 or more	-0.5														

3 Discretionary Services KPIs

- (1) The KPIs against which the performance of the Discretionary Services under this Agreement will be set out in the relevant Discretionary Service Direction and may include one or more of the following: ***[Note to Tenderers: The relevant KPIS will be determined as part of the Discretionary Service Proposal and Discretionary Service Direction process]***

KPI	Measurement	Target
Missed Service (MS)	<p>MS = the number of Bins or Mobile Garbage Bins missed which are:</p> <p>(a) not collected by the Operator during the period; and / or</p> <p>(b) reported by the Shire to the Operator during the period.</p>	0 per month

KPI	Measurement	Target
Performance Notice (PN)	PN = The number of “performance notices” issued by the Shire to the Operator in the relevant Quarter (including as a result of an inspection or audit) for failing to comply with the requirements of the Agreement.	0 per month
Plant Availability (PA)	PA = The number of days which plant and / or vehicles are not available.	0 per month
Site Availability (SA)	SA = The number of days that the relevant Site(s) cannot open on a designated operational day.	0 per month
Complaints (NC)	NC = Number of complaints received per month, through the customer centre or otherwise.	No greater than 5 complaints received per month
Responsiveness to Complaints (RC)	RC = the percentage of complaints received in the month which are responded to within 24 hours and closed off within five (5) days of receipt.	100%
Occupational Health and Safety (OHS)	OHS = Number of Occupational, Health and Safety notices issued by the Shire for incidents which have occurred.	0 per month

4 Review of KPIs

- (1) The KPIs will be collaboratively reviewed and agreed by the Alliance Board:
 - (a) at regular intervals, and at least every 3 months, during the Ramp-up Stage;
 - (b) annually prior to the start of the Financial Year during the Operating Stage; and
 - (c) whenever requested by a party under clause 6 of this Schedule 3,

the KPIs will be developed to target the Shire’s strategic objectives of the Agreement for the relevant period or Financial Year.
- (2) The KPIs which are agreed by the Alliance Board must be approved by the Shire. If the Alliance Board cannot agree on KPIs for a Financial Year (or other period), or the Shire does not approve KPIs which are agreed by the Alliance Board for a Financial Year (or other period), the KPIs which applied in the previous Financial

Year, or immediately prior to the request by a party under clause 3 of this Schedule will continue to apply.

5 Key Obligations

- (1) Without limiting any of the Operator's other obligations under this Agreement, the Operator must meet the Target for all of the KPIs set out in clause 2 of this Schedule 3 and any Discretionary Service Direction (if applicable).
- (2) The Operator acknowledges and agrees that the Operator's achievement of the Target for each of the KPIs is an essential term of this Agreement and the Operator's failure to achieve the Target for one or more KPIs during the period will constitute a breach of the Agreement.

6 Revision of KPIs

- (1) Subject to clause 4(1) of this Schedule 3, either party may give to the other party a written notice proposing a variation of the KPIs referred to in clause 2 of this Schedule 3 or any Discretionary Service Direction (if applicable).
- (2) A written notice must set out:
 - (a) the revised value (percentage or value as appropriate) proposed by the party for the relevant Target;
 - (b) the party's reasons for the proposed variation; and
 - (c) evidence or substantiation to support the proposed variation.
- (3) Within 14 days of the written notice being given, the Parties are to meet and negotiate in good faith with a view to agreeing as to whether a variation is to be made and, if so, the extent of the revision.
- (4) If the Parties fail to agree, the matter is to be referred to the Alliance Board to determine whether the variation is to be made and, if so, the extent of the revision.

7 Reviewing and Reporting

- (1) The Operator must provide to the Shire and the Alliance Board each month a written report for each month identifying:
 - (a) the performance of the Operator against the KPIs including the KPI Score for each KPI for the relevant Quarter. Where the month falls part way through the Quarter, the Operator must report on its expected KPI Score based on performance so far during that Quarter;
 - (b) any suggested savings or evidence of continuous improvement; and
 - (c) any other matters which the Shire may reasonably require.
- (2) The Parties' representatives (including the Shire's Representative) will meet at any time reasonably requested by the Shire or the Operator, but at least once every month to discuss matters pertaining to the KPIs and performance of the Mandatory Services and Discretionary Services (if applicable) by the Operator.

8 Measuring Performance

8.1 KPI Notice

If the Shire is not reasonably satisfied that the Operator has met the Target for each KPI for a consecutive period of 6 months based on the results in the reports provided in clause 7 of this Schedule 3, the Shire may at its discretion issue a notice to the Operator providing sufficient particulars of the Operator's failure to achieve the Target for each of the KPIs (**KPI Notice**).

8.2 Remedial Plan

- (1) As soon as practicable, following issue of a KPI Notice, the Parties' representatives must meet to discuss the issues raised in the KPI Notice and attempt to agree on steps to be taken by the Operator and a timeframe to remedy the issues (**Remedial Plan**).
- (2) If:
 - (a) the Parties cannot agree on a Remedial plan under clause 8.2(1) of this Schedule 3;
 - (b) the Operator does not implement a Remedial Plan within the time agreed under clause 8.2(1) of this Schedule 3; or
 - (c) implementation of the Remedial Plan does not result in the Operator meeting the Target for all the KPIs in the following Quarter,

the Shire may terminate this Agreement, in which case clause 27.3 applies.

8.3 KPI Multiplier

- (1) Within 10 Business Days of the end of each Quarter, the Operator must submit a report to the Alliance Board, which will accompany the report submitted under clause 3 of Schedule 4, setting out:
 - (a) the KPI Score for each Mandatory Service KPI during that Quarter in accordance with clause 2 of this Schedule 3; and
 - (b) the KPI Multiplier for that Quarter calculated in accordance with clause 8.3(2) of this Schedule 3.
- (2) The KPI Multiplier is calculated by adding the KPI Score for each KPI relating to Mandatory Services and then adding 100. The result will be a percentage between 90% and 110%.

Schedule 4 Payments

1 INTRODUCTION

The payments under this Agreement are structured in accordance with the following principles:

- 1.1 the Operator will be responsible for the management of the Facility (including the weighbridge) on the terms and conditions set out in this Agreement, which includes the collection of the Revenue;
- 1.2 Revenue will be allocated between the Operator and the Shire by the Alliance Board based on the principles set out in clause [3] of this Schedule 4, where each party is compensated for its costs and may take a share of any Residual Revenue;
- 1.3 during the Ramp Up Stage, if the Operator Costs associated with managing the Facility and performing the Mandatory Services exceed Revenue, the Shire will pay the Operator the Shortfall Amount;
- 1.4 the Operator's performance will be assessed against KPIs as set out in [Schedule 3], which may impact the share of the Residual Revenue to which the Operator is entitled to retain; and
- 1.5 the Operator will be paid for Discretionary Services in accordance with the [Schedule of Rates] and Discretionary Service Direction.

2 COLLECTION AND RETENTION OF REVENUE

- 2.1 The Operator must collect Revenue as part of the performance of the Mandatory Services. The Operator must keep detailed records of Revenue collected and amounts deposited into the relevant bank account including the corresponding weighbridge entries, which records must be made available to the Shire on request.
- 2.2 The Operator must ensure that it retains sufficient Revenue to ensure that it is able to comply with its obligations under clause 3 of this Schedule to pay the Shire a portion of the Shire Costs or a portion of the Residual Revenue, as applicable.

[Note to Tenderers: The Shire would like to maintain visibility of the amounts coming in and out (as collected by the Operator) in relation to the services and ensure that such amounts are retained to be able to comply with the Operator's obligations under this schedule. The Shire would like to discuss with the Tenderer how this may be achieved during negotiations, including the use of a specified bank account.]

3 QUARTERLY ALLOCATION OF REVENUE

- 3.1 Within 10 Business Days of the end of each Quarter, the Operator must submit a report to the Shire and the Alliance Board setting out the following:
 - (1) the total amount of Revenue received by the Operator during that Quarter; and
 - (2) the amount of Operator Costs incurred by the Operator during that Quarter.

[Note to Tenderers: The Shire would like quarterly distributions of residual revenue but would also like to ensure that losses are carried forward and reconciled at the end of each year. The manner in which this will be done to be discussed during the negotiation stage and the Agreement will be updated to reflect this]

3.2 Within 10 Business Days of the end of each Quarter, the Shire must submit a report to the Operator and the Alliance Board setting out the Shire Costs for that Quarter.

3.3 As soon as practicable following receipt of the reports in clauses 3.1 and 3.2 of this Schedule 4, the Alliance Board must meet and allocate the Revenue for the Quarter as between the Operator and the Shire in the following order of priority:

(1) during the Ramp Up Stage:

- (a) subject to clause 3.3(1)(d) of this Schedule 4, an amount equal to the Operator Costs for the Quarter to be retained by the Operator;
- (b) where the Revenue for the Quarter exceeds the Operator Costs for the Quarter, allocate to the Shire the lesser of:
 - (i) the Shire Costs for the Quarter; or
 - (ii) the amount left over after deducting the Operator Costs from Revenue; and
- (c) if the Residual Revenue for the Quarter is greater than 0, the Residual Revenue must be allocated between the Operator and the Shire in accordance with clause 43 of this Schedule 4; and
- (d) where the Revenue for the Quarter is less than the Operator Costs for the Quarter, the Shire must pay the Operator the Shortfall Amount in respect of the Quarter, calculated as follows:

$$\text{Shortfall Amount} = \text{Operator Costs} - \text{Revenue}$$

(2) during the Operating Stage:

- (a) if the Revenue for that Quarter is greater than the aggregate of the Operator Costs and the Shire Costs, then the Revenue will be allocated between the Operator and the Shire in the following order of priority;
 - (i) an amount equal to the Operator Costs for the Quarter to be retained by the Operator;
 - (ii) an amount equal to the Shire Costs for the Quarter to be allocated to the Shire; and
 - (iii) if the Residual Revenue for the Quarter is greater than 0, the Residual Revenue must be allocated between the Operator and the Shire in accordance with clause 4 of this Schedule 4; or
- (b) if the Revenue for that Quarter is less than the aggregate of the Operator Costs and the Shire Costs, the Revenue will be apportioned between the Operator and the Shire so that each party is compensated for the same percentage of their costs.

3.4 The Alliance Board must provide written notice to the Operator and the Shire:

- (1) of the allocations to each of the Operator and the Shire in accordance with clause 3.3 of this Schedule 4;
- (2) during the Ramp-up Stage, any Shortfall Amount that the Shire must pay the Operator;

- (3) any Revenue that the Operator must pay the Shire on account of the Shire's Costs; and
 - (4) any Residual Revenue that the Operator must pay to the Shire.
- 3.5 The Alliance Board may, at any time, correct any error made in a previous allocation.

4 ALLOCATION OF RESIDUAL REVENUE

4.1 Calculation of Residual Revenue

Residual Revenue for a Quarter is the amount calculated as follows:

$$\text{Residual Revenue} = \text{Revenue for that Quarter} - (\text{Operator Costs for that Quarter} + \text{Shire Costs for that Quarter})$$

provided that where the result of the above is less than 0, the Residual Revenue will be 0.

4.2 Allocation of Residual Revenue

- (1) Subject to clause 9.5 of the Agreement, where the Residual Revenue for the Quarter is greater than 0, the Residual Revenue must be allocated by the Alliance Board as between the Shire and Operator as follows:

- (a) In respect of the Operator:

$$\text{Operator Residual Revenue} = \text{RM Percentage} \times \text{Residual Revenue} \times \text{KPI Multiplier}$$

Where:

- (i) the RM Percentage is determined in accordance with the table below; and **[Note to Tenderers: The RM Percentage may be negotiated with the Operator however any increase will be subject to the Shire's discretion. To be further discussed during negotiation phase]**

Residual Revenue for the Quarter	RM Percentage
\$0.00 - \$500,000.00	10%
\$500,001.00 - \$1,000,000.00	15%
\$1,000,001.00 and above	20%

- (ii) the KPI Multiplier is determined in accordance with Schedule 3 .

- (b) In respect of the Shire:

$$\text{Shire Residual Revenue} = \text{Residual Revenue} - \text{Operator Residual Revenue}$$

5 OPEN BOOK

- 5.1 Without limiting clause 32 of this Agreement, for the purpose of verifying Operator Costs and the total Collected Monies, the Operator commits to:
- (1) maintain, for at least 7 years following termination or expiry of the Agreement, all of its Records and other documentation referred to in this Agreement that relate to the Operator Costs and Revenue in accordance with, where applicable, good accounting practices, standards and procedures;
 - (2) make its Records referred to in the Agreement that relate to Operator Costs and Revenue available to the Shire (or the Shire's nominated auditor) on request; and
 - (3) make available to the Shire (or the Shire's nominated auditor) any existing documentation or information in whatever form relating to Operator Costs and Revenue.
- 5.2 The obligation to make Records and other documentation available does not apply to records or documentation that may be the subject of legal professional privilege or are confidential lawyer/client communications.

6 OPERATOR COSTS

[Note to Tenderers: The costs set out below reflect an initial starting point but will be amended during the negotiation stage in light of the information provided by each Tenderer in its response]

6.1 General

- (1) Operator Costs are those costs and expenses which are both:
 - (a) reasonably and actually incurred by the Operator in connection with the Mandatory Services (excluding any corporate overhead component not specific to the Mandatory Services and any profit or mark up of any kind); and
 - (b) described in clause 6 of this Schedule 4, or which this Agreement otherwise expressly provides will be an Operator Cost.

6.2 Labour, staff and supervision

- (1) The actual cost of engagement of the Operator's Personnel by the Operator for the performance of the Mandatory Services, [determined in accordance with this clause 6.2 of this Schedule 4.
- (2) The Direct Costs in respect of Non-Wages Personnel will be calculated as follows:

Direct Costs for Non-Wages Personnel = Agreed Rate x Actual Hours

where:

- (a) Agreed Rate is determined using the personnel rates set out in Table [●]; and
- (b) Actual Hours is the actual number of hours that each Non-Wages Personnel spent performing the Mandatory Services [to a maximum of [●] hour per week for each Non-Wages Personnel.

- (3) The Direct Costs in respect of Wages Personnel will be calculated in accordance with:
 - (a) the relevant industrial instrument or agreement by which a Wages Personnel person is employed by the Operator, as validated by an auditor appointed by the Shire; and
 - (b) any relevant policies approved by the Shire.

6.3 Materials and consumables

- (1) The following will be Direct Costs to the extent not included in table []:
 - (a) cost of materials purchased for the performance of the Mandatory Services the subject of Separable Portions 3 and 4; and
 - (b) the cost of consumables used in the performance of the Mandatory Services.

6.4 Training and Inductions

All Shire training costs and the cost of Facility inductions (including occupational health and safety inductions) agreed or recommended by the Shire will be Direct Costs.

6.5 Safety

All personal protective or site safety equipment, occupational health and safety requirements and the cost or expense to provide and maintain a safe working environment and to take all practicable steps to ensure the safety of all persons performing or affected by any aspect of the Mandatory Services will be a Direct Cost.

6.6 Shire approval of Operator Costs

Unless the Shire has expressly approved the cost or expense prior to the Operator incurring the following cost or expense, the following are not considered Operator Costs:

- (1) any overtime costs or time in lieu;
- (2) any additional training costs, but excluding Facility safety inductions;
- (3) any motor vehicle costs or kilometre reimbursements;
- (4) any allowances;
- (5) any specialist personnel travel, relocation or accommodation costs or expenses;
- (6) any recruitment or relocation costs for specialist staff;
- (7) any travel expenses; and
- (8) any costs of Subcontractors.

6.7 Exclusions

The following costs incurred by the Operator will not be Operator Costs (and to the extent that they have previously been recognised as Operator Costs, will be credited against Operator Costs):

- (1) any costs incurred by the Operator in performing any works or services which are not directly referable to the scope of Mandatory Services or which do not otherwise form part of the Mandatory Services under this Agreement;
- (2) costs paid in defending or prosecuting lawsuits or claims (including payment of judgments, awards, orders, damages, restitution, compensation or interest) arising out of or in connection with the Mandatory Services;
- (3) any legal costs incurred by the Operator in defending any prosecution or claim brought against a party by an Authority by reason of an alleged breach of any Law;
- (4) any costs, liabilities or payments incurred or made by the Operator in indemnifying the Shire in accordance with this Agreement;
- (5) any costs, liabilities or payments incurred or made by the Operator in remedying a breach in accordance with this Agreement;
- (6) the cost of providing the insurances referred to in this Agreement;
- (7) the cost of providing bank guarantees or other security under this Agreement;
- (8) any deductible or excess payable in relation to the insurances referred to in this Agreement or unrecovered amounts and the cost of preparing any claims;
- (9) any information technology costs including personnel, software, network, hardware and operating costs;
- (10) copying and printing costs;
- (11) any corporate or personal income tax or capital gains tax imposed on the Operator and any GST;
- (12) internal administration and office expenses including leasing, support and office equipment; and
- (13) except as otherwise determined by the Shire, all taxes, duties, excises, levies, assessments and other charges of any kind levied by any Authority on, or in connection with, the Mandatory Services.

7 Rise and Fall

- (1) The rates in Table [] will be adjusted on 1 July each year (**Adjustment Date**), except for 1 July 2021 on which date the rates as at the commencement of this Agreement will continue to apply without adjustment.
- (2) The adjusted rate is calculated by application of the following formula:

$$R_n = R((0.5*(A/B)) + (0.3*(C/D)) + (0.2*(E/F)))$$

where R_n is the adjusted amount on and from the Adjustment Date;

R is the amount at the commencement of the Agreement;

A is the Hourly Rates of Pay excluding Bonuses Index (A2607029K) as listed by the Australian Bureau of Statistics' table for the Quarter ending immediately prior to the relevant Adjustment Date;

- B is the Hourly Rates of Pay excluding Bonuses Index (A2607029K) as listed by the Australian Bureau of Statistics' table as at March 2021;
- C is the Automotive Fuel Perth Index (A2328616A) as listed by the ABS table for the Quarter ending immediately prior to the relevant review date;
- D is the Automotive Fuel Perth Index (A2328616A) as listed by the Australian Bureau of Statistics' table as at March 2021;
- E is the Maintenance and Repair of Motor Vehicle Perth Index (A2328751T) as listed by the Australian Bureau of Statistics' table for the Quarter ending immediately prior to the relevant Adjustment Date; and
- F is the Maintenance and Repair of Motor Vehicle Perth Index (A2328751T) as listed by the Australian Bureau of Statistics' table as at March 2021.
- (3) If the Australian Bureau of Statistics ceases to publish the tables listed above, there must be substituted an index agreed upon by the parties or, in default of agreement, selected by the Shire.

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Schedule 5

Form of Bank Guarantee (for clause 9)

At the request of **[insert name of Operator]** (Operator) and in consideration of the **Shire of Ashburton** (Shire) accepting this undertaking in respect of the Waste Services Agreement entered into between the Operator and the Shire, **[insert name of Financial Institution]** (Financial Institution) unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Shire to a maximum aggregate sum of **AU\$500,000.00**.

This undertaking continues until the Shire notifies the Financial Institution that the undertaking is no longer required by the Shire or until this undertaking is returned to the Financial Institution or until payment to the Shire by the Financial Institution of the whole of the sum.

If the Financial Institution receives written notice, purporting to be signed by **[insert name]** for and on behalf of the Shire that the Shire desires payment to be made of the whole or any part of the sum it is unconditionally agreed that the Financial Institution will immediately make the payment to the Shire without reference to the Operator and notwithstanding any notice given by the Operator not to make the payment.

The Financial Institution may at any time without being required to do so pay to the Shire the sum of **AU\$500,000.00** less any amounts it has previously paid under this undertaking and the liability of the Financial Institution under this undertaking then ceases immediately.

Dated:

Schedule 6

[Form of Budget] *[Note to Tenderers: To be provided during negotiation stage]*

DRAFT

Schedule 7
[Schedule of Rates]

[Note to Tenderers: To be finalised in line with RFT]

DRAFT

Schedule 8

Insurances

Public and Product Liability Insurance	
Scope of cover	Insurance covering liability for loss of, or damage to, property and death of or injury to any person (other than liability insured under workers compensation insurance). This policy must provide for liability arising out of the use of unregistered vehicles and must be extended to indemnify the Shire to the extent of its vicarious liability arising out of or contributed to by the acts or omissions of the Operator or the Operator's Personnel.
Sum insured	For an amount of not less than \$20,000,000 in respect of each and every claim (except for Products Liability in an amount of not less than \$20,000,000 in the aggregate).
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator and the policy must be extended to include cross liability and waive rights of subrogation against the Shire.

Workers Compensation Insurance	
Scope of cover	Workers Compensation Insurance (including industrial disease) as required by law.
Sum insured	Common law limit of \$50,000,000 in respect of any number of persons and arising out of the one event.
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator and the policy must be extended to indemnify the Shire as Principal and waive rights of subrogation against the Shire.

Professional Indemnity Insurance	
Scope of cover	Insurance covering liability arising from any act, error or omission arising out of or in connection with Operator's obligations under this Agreement.
Sum insured	Limit of liability of not less than \$5,000,000 per claim and in the aggregate. This policy must provide for one full automatic reinstatement of the limit of liability.
Period of cover	The insurance must be maintained from the Commencement Date to a minimum of 6 years after the End Date.
Insured	The insurance must be in the name of the Operator.

Motor Vehicle Insurance third party property damage liability insurance	
Scope of cover	Insurance covering motor vehicle third party property damage liability insurance (including all mechanically propelled vehicles whether or not registered, or capable of being registered, for road use and are at any time used in connection

	with the Services). Cover to be endorsed to include bodily injury gap cover in respect of registered motor vehicles.
Sum insured	For an amount not less than \$30,000,000.
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator.

Motor Vehicle Insurance third party bodily injury liability insurance

Scope of cover	Insurance covering motor vehicle third party bodily injury liability insurance as required by Law.
Sum insured	As required by Law.
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator.

Environmental Liability Insurance

Scope of cover	Insurance covering liability arising from any act, error or omission arising out of or in connection with pollution or environmental contamination.
Sum insured*	Limit of liability of not less than \$20,000,000 per claim and in the aggregate. This policy must provide for one full automatic reinstatement of the limit of liability.
Period of cover	The insurance must be maintained from the Commencement Date to a minimum of 6 years after the End Date.
Insured	The insurance must be in the name of the Operator.

Schedule 9
Deed of Novation

DRAFT

Dated

Deed of novation

Parties

Full name of Operator
Operator's ACN (if applicable)

Shire of Ashburton

Full name of Subcontractor
Subcontractor's ACN (if applicable)

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Deed dated

Parties

Full name of Operator # # Operator ACN (if applicable)
of # address of Operator #
(Outgoing Party)

Shire of Ashburton
of Lot 246 Poinciana Street, Tom Price, Western Australia, 6720.
(Incoming Party)

Full name of Subcontractor # # Subcontractor's ACN (if applicable)
of # address of Subcontractor #
(Continuing Party)

Introduction

- A** The Shire and the Operator entered into the Agreement.
- B** The Operator and the Subcontractor entered into the Subcontract.
- C** The Subcontractor has carried out work for the Operator in relation to the Services.
- D** In accordance with clause [34.2] of the Agreement, the parties have agreed to the novation of the Operator's rights and obligations in the Subcontract to the Shire in accordance with this Deed. **[Note: To be updated once Agreement is finalised]**

It is agreed

8 Definitions and interpretation

1.1 Definitions

In this Deed:

- (1) **Agreement** means the waste services agreement between the Shire and the Operator dated **# date of Agreement #** for the provision of the Services;
- (2) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (3) **Claim** means any claim or cause of action of whatever nature in contract, tort, under statute or otherwise and whether actual or threatened;
- (4) **Deed** means this document, including any schedule or annexure to it;
- (5) **Effective Date** means **#insert the date on which the Shire takes over the rights, obligations and liabilities of the Operator under this Deed#**;
- (6) **Execution Date** means the date that the Operator executes this Deed;

- (7) **Services** has the meaning given in the Agreement; and
- (8) **Subcontract** means the agreement between the Operator and the Subcontractor dated [**# date of Agreement #**] to carry out the Subcontractor Services
- (9) **Subcontractor Services** means all services carried out by the Subcontractor pursuant to the Subcontract whether carried out for the Operator or the Shire.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (g) dollars, AU\$, AUD or \$ means Australian dollars unless otherwise stated.
- (2) Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation.
- (5) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

1.3 Parties

- (1) If a party consists of more than 1 person, this Deed binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

2. Novation

2.1 On and from the Effective Date:

- (1) the Operator novates to the Shire all of its obligations, liabilities, rights, title and interest in and to the Subcontract;
- (2) the Shire accepts the novation by the Operator;
- (3) the Subcontractor consents to the novation by the Operator to the Shire;
- (4) the Shire is bound by the terms of the Subcontract, and adopts the rights and obligations of the Operator, as if it was the original party to the Subcontract; and
- (5) a reference in the Subcontract to the Operator must be read as a reference to the Shire.

3. Releases

3.1 On and from the Effective Date, the Subcontractor releases the Operator from:

- (1) any obligations and/or liabilities under or in connection with the Subcontract, including all liabilities under contract, statute, in tort (for negligence or otherwise) or on any other basis in law or equity; and
- (2) any action, Claim and demand it has, or but for this clause 3.1 would have had, against the Operator, under or in connection with the Subcontract or the Subcontractor Services,

which arise or accrue after the Effective Date.

3.2 On and from the Effective Date, the Operator releases the Subcontractor from:

- (1) any obligations and/or liabilities under or in connection with the Subcontract or the Subcontractor Services, including all liabilities under contract, statute, in tort (for negligence or otherwise) or on any other basis in law or equity; and
- (2) any action, Claim and demand it has, or but for this clause 3.2 would have had, against the Subcontractor, under or in connection with the Subcontract or the Subcontractor Services,

which arise or accrue after the Effective Date to the extent that the release does not prejudice the Shire's right to enforce against the Subcontractor such obligations, liabilities, actions, Claims or demands. The Subcontractor acknowledges that such obligations, liabilities, actions, Claims or demands are owed to, and exist in favour of, the Shire as a result of the novation.

4. Shire's immunity from Operator's liabilities

4.1 Notwithstanding anything in this Deed, or in the Subcontract, the Shire will not, upon novation, become liable to the Subcontractor in relation to:

- (1) any failure of the Operator to fulfil any obligation which it owed to the Subcontractor prior to the Effective Date; or
- (2) any act or omission or default of the Operator irrespective of the date of that act or omission or default.

4.2 The Subcontractor releases the Shire from:

- (1) any action, Claim and demand the Subcontractor has in relation to the Subcontract or the Subcontractor Services where the event giving rise to the action, Claim or demand (including any act or omission or default of the Operator) occurred prior to the Effective Date;
- (2) any obligation and/or liabilities of the Operator under or in connection with the Subcontract or the Subcontractor Services, including all liabilities under contract, statutes, in tort (for negligence or otherwise) or on any other basis in law or in equity whether arising or accruing before or after the Effective Date; and
- (3) any action, Claim and demand the Subcontractor has against the Operator under or in connection with the Subcontract or the Subcontractor Services whether arising or accruing before or after the Effective Date.

5. Payment

- 5.1 The Subcontractor remains entitled to payment by the Operator for its obligations carried out by the Subcontractor under the Subcontract up to the Effective Date and these payments must be paid by the Operator without deduction or set off.

6. Obligation to continue

- 6.1 The Subcontractor warrants to the Shire that:

- (1) in carrying out the Subcontractor Services, the Subcontractor has fully complied with all of its obligations under the Subcontract with the care and skill properly to be expected from experienced and competent professionals with requisite qualifications;
- (2) the Subcontractor will fully comply with all of its obligations under the Subcontract after the Effective Date; and
- (3) the Subcontractor will continue to carry out the Subcontractor Services with the care and skill properly to be expected from experienced and competent professionals with requisite qualifications and in accordance with the Subcontract.

- 6.2 The Subcontractor must, notwithstanding:

- (1) any:
 - (a) breach of the Subcontract by the Operator; or
 - (b) Claim the Subcontractor has or may have against the Operator; and
- (2) any provision in the Subcontract,

continue to diligently fulfil its respective obligations under the Subcontract until it has been brought to an end pursuant to this Deed.

- 6.3 The Operator and the Subcontractor acknowledge and agree that this Deed does not affect, and is without prejudice to, all respective rights and Claims between the Operator and the Subcontractor under or in connection with the Subcontract prior to the Effective Date.

- 6.4 Notwithstanding the provisions of this Deed, clauses **[#insert surviving obligations from Subcontract, as applicable #]** of the Subcontract will continue to have effect as between the Operator and the Subcontractor as if this Deed had not been entered into.

7. Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior consent of each other party.

8. Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed.

9. Entire understanding

9.1 This Deed:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Deed; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

10. Waiver

- 10.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 10.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 10.3 A waiver is not effective unless it is in writing.
- 10.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

11. Costs and outlays

- 11.1 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Deed.
- 11.2 The Shire must pay all stamp duty and other government imposts payable in connection with this Deed and all other documents and matters referred to in this Deed when due or earlier if requested in writing by the Subcontractor.

12. Notices

12.1 How to give notice

- (1) A notice or other communication connected with this Deed (**Notice**) has no legal effect unless it is in writing.

- (2) In addition to any other method of service provided by law, the Notice may be:
- (a) sent by prepaid priority post to the address of the addressee set out in this Deed or subsequently notified;
 - (b) sent by facsimile to the facsimile number of the addressee;
 - (c) sent by electronic mail to the electronic mail address of the addressee; or
 - (d) delivered at the address of the addressee set out in this Deed or subsequently notified.

12.2 When notice is given

- (1) If the Notice is sent or delivered in a manner provided by clause 12.1(2), it must be treated as given to and received by the party to which it is addressed:
- (a) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting;
 - (b) if sent by electronic mail before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
 - (c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (2) A Notice sent or delivered in a manner provided by clause 12.1(2) must be treated as validly given to and received by the party to which it is addressed even if:
- (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - (b) the Notice is returned unclaimed.

12.3 Notice by solicitor

Any Notice by a party may be given and may be signed by its solicitor.

12.4 Address for notices

The addresses for Notices of each of the parties under this Deed are as follows:

(1) **Shire**

Attention:	Chief Executive Officer
Address:	PO Box 567, Tom Price WA 6720
Email address:	soa@ashburton.wa.gov.au

(2) **Operator**

Name:	#insert#
Attention:	#insert#
Address:	#insert#
Email address:	#insert#

(3) **Subcontractor**

Name: #insert#
Attention: #insert#
Address: #insert#
Email address: #insert#

13. Governing law and jurisdiction

- 13.1 The law of Western Australia governs this Deed.
- 13.2 The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and of the Commonwealth of Australia.

14. Counterparts

This Deed may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute the one document.

DRAFT

Schedule 1 – Payments

[Note: Insert Schedule 1 if you have inserted clause 5.1, otherwise delete Schedule 1.]

Fees under the Subcontract:	\$# insert # excluding GST
-----------------------------	----------------------------

That part of \$# insert #
the Fees excluding
which is GST
payable by
the Shire
for those
obligations
under the
Subcontract
which are
still to be
carried out
as at the
Effective
Date:

Executed as a deed and delivered on the date shown on the first page.

[# insert appropriate execution blocks for each party #]

DRAFT

Schedule 10
Site Plans

DRAFT

Schedule 11

Discretionary Service Direction

[# insert Shire details #]

The Shire of Ashburton (**Shire**) issues this Discretionary Service Direction pursuant to the waste services agreement between the Shire and [# insert name of Operator #] (**Operator**) dated [# insert date of agreement #] (**Agreement**). Capitalised terms in this Discretionary Service Direction have the same meaning given to those terms in the Agreement unless the context otherwise provides.

The Shire directs the Operator, and the Operator agrees, to perform its obligations under this Discretionary Services Direction within the parameters set out below, but at all times in accordance with the Agreement.

[Note: The items in the table below can be amended or removed as necessary in accordance with the relevant Discretionary Service.]

Item	Description
Shire's Representative	[# insert name, title #] Address: [] Telephone: [] Email: []
Operator's Representative	[# insert name, title #] Address: [] Telephone: [] Email: []
Scope of Discretionary Services under the Agreement	[# insert item and a description of the Discretionary Services which are the subject of this Discretionary Service Direction #]
Quantity	[# insert the quantity of the Discretionary Services required #]
Fees and rates	[# insert the Fees and rate for the Discretionary Services #]
Site	[# insert description of the Site #]
Access Date	[# insert date by which access to the Site is given to the Operator #]
Start Date	[# insert Start Date for the Discretionary Services subject to this Discretionary Service Direction #]
End Date	[# insert End Date for the Discretionary Services subject to this Discretionary Service Direction #]
Date for payment claim	[# insert date of payment claims #]
Date for payment	[# insert date of payment #]

KPIs	[#insert details of KPIs#]
Any other information requested by the Shire in an invitation for a Discretionary Service Proposal	[# insert any other information requested by the Shire in their request for a Discretionary Service Proposal #]

[# insert appropriate execution blocks for the Operator and the Shire #]

DRAFT

Executed as an agreement.

The Common Seal of the
Shire of Ashburton (ABN 45 503 070 070)
was affixed by authority of a resolution of
the Council in the presence of:

Shire President

Chief Executive Officer

Name of Shire President
(BLOCK LETTERS)

Name of Chief Executive Officer
(BLOCK LETTERS)

Executed by #idd **Company name** #
#idd **ACN/ABN number (include 'ACN' or**
'ABN')# in accordance with section 127 of the
Corporations Act 2001:

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

INSTRUCTIONS FOR TEMPLATE USE	
Instructions on how to complete the Price Schedule Template	
In order to complete this template in a satisfactory manner the following should be undertaken by the Proponent:	
	Please input/select values in the coloured cells only.
	Completing the Plant and Resources Tabs:
	Please itemise and detail each plant and equipment item required to undertake all Waste Infrastructure Management services under the Contract by completing the 'Plant' worksheets.
	Please itemise and detail each resource item required to undertake all Waste Infrastructure Management services under the Contract by completing the 'Resources' worksheets.
	Examples have been provided to demonstrate what is expected for each item proposed in your Tender.
	Please include any of your own formulas generated for the purpose of completing this template within the relevant cell(s).
	Criteria that is not applicable should be left blank.
	Completing the OPEX Tabs:
	In the Cost Schedule section item names have been included to provide a consistent schedule between all Tenders. Proponents are required to provide a description, cost rate, unit and quantity of each item within the Cost Schedule. This provides the basis for the cost of each item specific to this Service.
	Proponents should also include additional items at the end of the Cost Schedule section if required to undertake the Service.
	Completing the Kerbside Collection Tabs:
	Please provide the unit rates for each of the Services detailed within the Kerbside Collection worksheets.

PRICING SCHEDULE A – ONSLOW KERBSIDE COLLECTION						
STANDARD SERVICE LEVEL						
TYPE OF SERVICE						
ITEM	DESCRIPTION	UNIT	ESTIMATED NUMBER OF SERVICES	FREQUENCY	PRICE (\$) unit	PRICE (\$) unit
		(PER DRIVE-BY UNLESS OTHERWISE STATED)			Ex GST	Inc GST
WASTE DISPOSAL & PROCESSING						
/	Recyclables Transfer to Nominated Processing Facility	\$/tonne		As required		Included in MGB Collection Fees
/	Recyclables Processing Rate	\$/tonne		As required		
/	Over Compaction Charge	\$/tonne	NA	As required		
/	Alternative Disposal Facility Transfer rate – MGB Collection Vehicle	\$/Km	As required	As required		
/	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km	As required	As required		
/	Alternative Disposal Facility Transfer rate – Bulk Bin Collection Vehicle	\$/Km	As required	As required		
/	Alternative Recyclables Processing Facility Transfer rate – Recyclables Transfer Vehicle	\$/Km	As required	As required		
KERBSIDE COLLECTION SERVICES						
RESIDENTIAL						
/	Refuse MGB – Classic Collection	\$/240L		Weekly		
/	Refuse MGB – Classic Collection	\$/240L	As required	On Demand		
/	Refuse MGB – Premium Collection	\$/240L		Weekly		
/	Refuse MGB – Premium Collection	\$/240L	As required	On Demand		
/	Recyclables MGB – Classic Collection + Transfer	\$/240L		Fortnightly		
/	Recyclables MGB – Classic Collection + Transfer	\$/240L	As required	On Demand		
/	Recyclables MGB – Classic Collection + Transfer	\$/360L		Fortnightly		
/	Recyclables MGB – Classic Collection + Transfer	\$/360L	As required	On Demand		
/	Recyclables MGB – Premium Collection + Transfer	\$/240L		Fortnightly		
/	Recyclables MGB – Premium Collection + Transfer	\$/240L	As required	On Demand		
/	Recyclables MGB – Premium Collection + Transfer	\$/360L		Fortnightly		
/	Recyclables MGB – Premium Collection + Transfer	\$/360L	As required	On Demand		
COMMERCIAL						
/	Refuse MGB – Classic Collection	\$/240L		Weekly		
/	Refuse MGB – Classic Collection	\$/240L	As required	On Demand		
/	Refuse MGB – Classic Collection	\$/1100L		Weekly		
/	Refuse MGB – Classic Collection	\$/1100L	As required	On Demand		
/	Recyclables MGB – Classic Collection + Transfer	\$/240L		Fortnightly		
/	Recyclables MGB – Classic Collection + Transfer	\$/240L	As required	On Demand		
/	Recyclables MGB – Classic Collection + Transfer	\$/1100L		Fortnightly		
/	Recyclables MGB – Classic Collection + Transfer	\$/1100L	As required	On Demand		
PUBLIC PLACE BINS						
/	Refuse MGB collection	\$/240L		Weekly		
/	Refuse MGB collection	\$/240L		2 x Week		
/	Refuse MGB collection	\$/240L		3 x Week		
/	Refuse MGB collection	\$/240L	As required	On Demand		
/	Recyclables MGB collection + Transfer	\$/240L		Weekly		
/	Recyclables MGB collection + Transfer	\$/240L		2 x Week		
/	Recyclables MGB collection + Transfer	\$/240L		3 x Week		
/	Recyclables MGB collection + Transfer	\$/240L	As required	On Demand		
SPECIAL EVENTS						
/	Refuse MGB delivery and removal from event	\$/240L	As required	On Demand		
/	Refuse MGB emptying	\$/240L	As required	On Demand		
/	Refuse MGB delivery and removal from event	\$/1100L	As required	On Demand		
/	Refuse MGB emptying	\$/1100L	As required	On Demand		
/	Recyclables MGB delivery and removal from event	\$/240L	As required	On Demand		
/	Recyclables MGB emptying + Transfer	\$/240L	As required	On Demand		
/	Recyclables MGB delivery and removal from event	\$/1100L	As required	On Demand		
/	Recyclables MGB emptying + Transfer	\$/1100L	As required	On Demand		
MOBILE GARBAGE BIN MANAGEMENT SERVICES						
MOBILE GARBAGE BIN SUPPLY TO CONTRACTOR DEPOT						
/	240L MGB complete	\$/unit	As required	As required		
/	360L MGB complete	\$/unit	As required	As required		
/	1100L MGB complete	\$/unit	As required	As required		
/	240L MGB body	\$/unit	As required	As required		
/	360L MGB body	\$/unit	As required	As required		
/	1100L MGB body	\$/unit	As required	As required		
/	240L MGB lid	\$/unit	As required	As required		
/	360L MGB lid	\$/unit	As required	As required		
/	1100L MGB lid	\$/unit	As required	As required		
/	240L MGB hinge	\$/unit	As required	As required		
/	360L MGB hinge	\$/unit	As required	As required		
/	1100L MGB hinge	\$/unit	As required	As required		
/	240L MGB wheel	\$/unit	As required	As required		
/	360L MGB wheel	\$/unit	As required	As required		
/	1100L MGB wheel	\$/unit	As required	As required		
MOBILE GARBAGE BIN MAINTENANCE SERVICES AT COLLECTION POINT						
/	240L MGB complete - delivery to Collection Point	\$/unit	As required	As required		
/	360L MGB complete - delivery to Collection Point	\$/unit	As required	As required		
/	240L MGB body - replacement at Collection Point	\$/unit	As required	As required		
/	360L MGB body - replacement at Collection Point	\$/unit	As required	As required		
/	240L MGB lid - replacement at Collection Point	\$/unit	As required	As required		
/	360L MGB lid - replacement at Collection Point	\$/unit	As required	As required		
/	240L MGB hinge - replacement at Collection Point	\$/unit	As required	As required		
/	360L MGB hinge - replacement at Collection Point	\$/unit	As required	As required		
/	240L MGB wheel - replacement at Collection Point	\$/unit	As required	As required		
/	360L MGB wheel - replacement at Collection Point	\$/unit	As required	As required		
RECYCLING BIN ROLL OUT						
/	Refuse Bin Lid Replacement with Red Lid	\$/unit		As required		
/	240L Recycling MGB complete	\$/unit		As required		
/	360L Recycling MGB complete	\$/unit	TBD	As required		
/	1100L Recycling MGB complete	\$/unit	TBD	As required		
DISASTER WASTE COLLECTION SERVICES						
COLLECTION AND TRANSPORT TO THE PRWMF						
/	Verge Waste Collection and Transport	\$/unit		On Demand		
/	Refuse MGB – Classic Collection	\$/240L		On Demand		
/	Refuse MGB – Premium Collection	\$/240L		On Demand		
/	Recyclables MGB – Classic Collection + Transfer	\$/240L	TBD	On Demand		
/	Recyclables MGB – Classic Collection + Transfer	\$/360L	TBD	On Demand		
/	Recyclables MGB – Premium Collection + Transfer	\$/240L	TBD	On Demand		
/	Recyclables MGB – Premium Collection + Transfer	\$/360L	TBD	On Demand		
BULK BIN COMMERCIAL COLLECTION SERVICES						
BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT DISPOSAL FACILITY:						
/	Supply, Collection and Emptying of 3m ³ Front LRI Bin	\$/3M ³	NO MINIMUM / annum	As required		
/	Supply, Collection and Emptying of 3m ³ Front LRI Bin	\$/3M ³	Minimum 50 / annum	As required		
/	Supply, Collection and Emptying of 3m ³ Front LRI Bin	\$/3M ³	Minimum 100 / annum	As required		
/	Supply, Collection and Emptying of 4.5m ³ Front LRI Bin	\$/4.5M ³	NO MINIMUM / annum	As required		
/	Supply, Collection and Emptying of 4.5m ³ Front LRI Bin	\$/4.5M ³	Minimum 50 / annum	As required		
/	Supply, Collection and Emptying of 4.5m ³ Front LRI Bin	\$/4.5M ³	Minimum 100 / annum	As required		
/	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km	As required	As required		

Please itemise and detail each resource required to undertake all Services under the Contract.

Please input values into the coloured cells.

[illegible]

Resources
Please itemise and detail each resource required to undertake all Services under the Contract.
Criteria that is Not Applicable for a resource should be left blank.
Please input values into the coloured cells.

Resource Number	Resource	Description	Day Rate	Monthly Rate	Annual Rate	Other / Additional Costs		Annualised Cost
						Cost	Description	
Example	Front End Loader Operator	Front End Loader Operator, Existing employee, 5 yrs experience	\$ 250.00	\$ 7,000.00	\$ 80,000.00			\$ 80,000.00
1	Site Coordinator							\$ -
2	Weighbridge Attendant							\$ -
3	Compactor Operator							\$ -
4	Backhoe Operator							\$ -
5	Dump Truck Driver							\$ -
6	Front Loader Operator							\$ -
7	Genearl Operative							\$ -
8								\$ -
9								\$ -
10								\$ -
11								\$ -
12								\$ -
13								\$ -
14								\$ -
15								\$ -
16								\$ -
17								\$ -
18								\$ -
19								\$ -
20								\$ -
21								\$ -
22								\$ -
23								\$ -
24								\$ -
25								\$ -
26								\$ -
27								\$ -
28								\$ -
29								\$ -
30								\$ -
31								\$ -
32								\$ -
33								\$ -
34								\$ -
35								\$ -
36								\$ -
37								\$ -
38								\$ -
39								\$ -
40								\$ -

PILBARA REGIONAL WASTE MANAGEMENT FACILITY

Please provide a description and the basis for the cost of each item specific to this Service in each of the Plant and Equipment Items, Resources and Cost Schedule sections.

If additional rows are required please insert in the "Other/Additional" section in the Cost Schedule.

Please input values into the coloured cells.

PLANT AND EQUIPMENT						
Item No.	NAME	DESCRIPTION	Rate (\$)	Cost Unit	Quantity	Annual Cost (\$)
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
RESOURCES						
Item No.	NAME	DESCRIPTION	Rate (\$)	Cost Unit	Quantity	Annual Cost (\$)
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
COST SCHEDULE						
Item No.	Name	Description	Rate (\$)	Cost Unit	Quantity	Annual Cost (\$)
REPAIRS & MAINTENANCE						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
OTHER DIRECT COSTS						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
OVERHEADS						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
OTHER / ADDITIONAL						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL ANNUAL COST OF SERVICE						\$ -

PRICING SCHEDULE A – TOM PRICE KERBSIDE COLLECTION						
STANDARD SERVICE LEVEL						
TYPE OF SERVICE						
ITEM	DESCRIPTION	UNIT	ESTIMATED NUMBER OF SERVICES	FREQUENCY	PRICE (\$) unit	PRICE (\$) unit
		(PER DRIVE-BY UNLESS OTHERWISE STATED)			Ex GST	Inc GST
WASTE DISPOSAL & PROCESSING						
1	Recyclables Transfer to Nominated Processing Facility	\$/tonne		As required		Included in MGB Collection Fees
1	Recyclables Processing Rate	\$/tonne		As required		
1	Over Compaction Charge	\$/tonne	NA	As required		
1	Alternative Disposal Facility Transfer rate – MGB Collection Vehicle	\$/Km	As required	As required		
1	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km	As required	As required		
1	Alternative Disposal Facility Transfer rate – Bulk Bin Collection Vehicle	\$/Km	As required	As required		
1	Alternative Recyclables Processing Facility Transfer rate – Recyclables Transfer Vehicle	\$/Km	As required	As required		
KERBSIDE COLLECTION SERVICES						
RESIDENTIAL						
1	Refuse MGB – Classic Collection	\$/240L		Weekly		
1	Refuse MGB – Classic Collection	\$/240L	As required	On Demand		
1	Refuse MGB – Premium Collection	\$/240L		Weekly		
1	Refuse MGB – Premium Collection	\$/240L	As required	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L		Fortnightly		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L	As required	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/360L		Fortnightly		
1	Recyclables MGB – Classic Collection + Transfer	\$/360L	As required	On Demand		
1	Recyclables MGB – Premium Collection + Transfer	\$/240L		Fortnightly		
1	Recyclables MGB – Premium Collection + Transfer	\$/240L	As required	On Demand		
1	Recyclables MGB – Premium Collection + Transfer	\$/360L		Fortnightly		
1	Recyclables MGB – Premium Collection + Transfer	\$/360L	As required	On Demand		
COMMERCIAL						
1	Refuse MGB – Classic Collection	\$/240L		Weekly		
1	Refuse MGB – Classic Collection	\$/240L	As required	On Demand		
1	Refuse MGB – Classic Collection	\$/1100L		Weekly		
1	Refuse MGB – Classic Collection	\$/1100L	As required	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L		Fortnightly		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L	As required	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/1100L		Fortnightly		
1	Recyclables MGB – Classic Collection + Transfer	\$/1100L	As required	On Demand		
PUBLIC PLACE BINS						
1	Refuse MGB collection	\$/240L		Weekly		
1	Refuse MGB collection	\$/240L		2 x Week		
1	Refuse MGB collection	\$/240L		3 x Week		
1	Refuse MGB collection	\$/240L	As required	On Demand		
1	Recyclables MGB collection + Transfer	\$/240L		Weekly		
1	Recyclables MGB collection + Transfer	\$/240L		2 x Week		
1	Recyclables MGB collection + Transfer	\$/240L		3 x Week		
1	Recyclables MGB collection + Transfer	\$/240L	As required	On Demand		
SPECIAL EVENTS						
1	Refuse MGB delivery and removal from event	\$/240L	As required	On Demand		
1	Refuse MGB emptying	\$/240L	As required	On Demand		
1	Refuse MGB delivery and removal from event	\$/1100L	As required	On Demand		
1	Refuse MGB emptying	\$/1100L	As required	On Demand		
1	Recyclables MGB delivery and removal from event	\$/240L	As required	On Demand		
1	Recyclables MGB emptying + Transfer	\$/240L	As required	On Demand		
1	Recyclables MGB delivery and removal from event	\$/1100L	As required	On Demand		
1	Recyclables MGB emptying + Transfer	\$/1100L	As required	On Demand		
MOBILE GARBAGE BIN MANAGEMENT SERVICES						
MOBILE GARBAGE BIN SUPPLY TO CONTRACTOR DEPOT						
1	240L MGB complete	\$/unit	As required	As required		
1	360L MGB complete	\$/unit	As required	As required		
1	1100L MGB complete	\$/unit	As required	As required		
1	240L MGB body	\$/unit	As required	As required		
1	360L MGB body	\$/unit	As required	As required		
1	1100L MGB body	\$/unit	As required	As required		
1	240L MGB lid	\$/unit	As required	As required		
1	360L MGB lid	\$/unit	As required	As required		
1	1100L MGB lid	\$/unit	As required	As required		
1	240L MGB hinge	\$/unit	As required	As required		
1	360L MGB hinge	\$/unit	As required	As required		
1	1100L MGB hinge	\$/unit	As required	As required		
1	240L MGB wheel	\$/unit	As required	As required		
1	360L MGB wheel	\$/unit	As required	As required		
1	1100L MGB wheel	\$/unit	As required	As required		
MOBILE GARBAGE BIN MAINTENANCE SERVICES AT COLLECTION POINT						
1	240L MGB complete - delivery to Collection Point	\$/unit	As required	As required		
1	360L MGB complete - delivery to Collection Point	\$/unit	As required	As required		
1	240L MGB body - replacement at Collection Point	\$/unit	As required	As required		
1	360L MGB body - replacement at Collection Point	\$/unit	As required	As required		
1	240L MGB lid - replacement at Collection Point	\$/unit	As required	As required		
1	360L MGB lid - replacement at Collection Point	\$/unit	As required	As required		
1	240L MGB hinge - replacement at Collection Point	\$/unit	As required	As required		
1	360L MGB hinge - replacement at Collection Point	\$/unit	As required	As required		
1	240L MGB wheel - replacement at Collection Point	\$/unit	As required	As required		
1	360L MGB wheel - replacement at Collection Point	\$/unit	As required	As required		
RECYCLING BIN ROLL OUT						
1	Refuse Bin Lid Replacement with Red Lid	\$/unit		As required		
1	240L Recycling MGB complete	\$/unit		As required		
1	360L Recycling MGB complete	\$/unit	TBD	As required		
1	1100L Recycling MGB complete	\$/unit	TBD	As required		
DISASTER WASTE COLLECTION SERVICES						
COLLECTION AND TRANSPORT TO THE TOM PRICE LANDFILL						
1	Verge Waste Collection and Transport	\$/unit		On Demand		
1	Refuse MGB – Classic Collection	\$/240L		On Demand		
1	Refuse MGB – Premium Collection	\$/240L		On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L	TBD	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/360L	TBD	On Demand		
1	Recyclables MGB – Premium Collection + Transfer	\$/240L	TBD	On Demand		
1	Recyclables MGB – Premium Collection + Transfer	\$/360L	TBD	On Demand		
BULK BIN COMMERCIAL COLLECTION SERVICES						
BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT THE TOM PRICE LANDFILL						
1	Supply, Collection and Emptying of 3m ³ Front LRI Bin	\$/3M ³	NO MINIMUM / annum	As required		
1	Supply, Collection and Emptying of 3m ³ Front LRI Bin	\$/3M ³	Minimum 50 / annum	As required		
1	Supply, Collection and Emptying of 3m ³ Front LRI Bin	\$/3M ³	Minimum 100 / annum	As required		
1	Supply, Collection and Emptying of 4.5m ³ Front LRI Bin	\$/4.5M ³	NO MINIMUM / annum	As required		
1	Supply, Collection and Emptying of 4.5m ³ Front LRI Bin	\$/4.5M ³	Minimum 50 / annum	As required		
1	Supply, Collection and Emptying of 4.5m ³ Front LRI Bin	\$/4.5M ³	Minimum 100 / annum	As required		
1	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km	As required	As required		

Criteria that is Not Applicable for a resource should be left blank.

[illegible]

BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT THE TOM PRICE LANDFILL

Resources
Please itemise and detail each resource required to undertake all Services under the Contract.
Criteria that is Not Applicable for a resource should be left blank.
Please input values into the coloured cells.

Resource Number	Resource	Description	Day Rate	Monthly Rate	Annual Rate	Other / Additional Costs		Annualised Cost
						Cost	Description	
Example	Front End Loader Operator	Front End Loader Operator, Existing employee, 5 yrs experience	\$ 250.00	\$ 7,000.00	\$ 80,000.00			\$ 80,000.00
1	Site Coordinator							\$ -
2	Weighbridge Attendant							\$ -
3	Compactor Operator							\$ -
4	Backhoe Operator							\$ -
5	Dump Truck Driver							\$ -
6	Front Loader Operator							\$ -
7	Genearl Operative							\$ -
8								\$ -
9								\$ -
10								\$ -
11								\$ -
12								\$ -
13								\$ -
14								\$ -
15								\$ -
16								\$ -
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35								\$ -
36								\$ -
37								\$ -
38								\$ -
39								\$ -
40								\$ -

Tom Price Facility

Please provide a description and the basis for the cost of each item specific to this Service in each of the Capital Items, Resources and Cost Schedule sections.
If additional rows are required please insert in the "Other/Additional" section in the Cost Schedule.

Please input values into the coloured cells.

PLANT AND EQUIPMENT						
Item No.	NAME	DESCRIPTION	Rate (\$)	Cost Unit	Quantity	Annual Cost (\$)
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
RESOURCES						
Item No.	NAME	DESCRIPTION	Rate (\$)	Cost Unit	Quantity	Annual Cost (\$)
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
COST SCHEDULE						
Item No.	Name	Description	Rate (\$)	Cost Unit	Quantity	Annual Cost (\$)
REPAIRS & MAINTENANCE						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
OTHER DIRECT COSTS						
						\$ -
						\$ -
						\$ -
						\$ -
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						\$ -
						\$ -
OVERHEADS						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
OTHER / ADDITIONAL						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL ANNUAL COST OF SERVICE						\$ -

COLLECTION AND TRANSPORT TO THE TOM PRICE LANDFILL

BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT THE TOM PRICE LANDFILL

PRICING SCHEDULE A – PARABURDOO KERBSIDE COLLECTION						
STANDARD SERVICE LEVEL						
TYPE OF SERVICE						
ITEM	DESCRIPTION	UNIT	ESTIMATED NUMBER OF SERVICES	FREQUENCY	PRICE (\$)	
		(PER DRIVE-BY UNLESS OTHERWISE STATED)			unit Ex GST	unit Inc GST
WASTE DISPOSAL & PROCESSING						
1	Recyclables Transfer to Nominated Processing Facility	\$/tonne		As required	Included in MGB Collection Fees	
1	Recyclables Processing Rate	\$/tonne		As required		
1	Over Compaction Charge	\$/tonne	NA	As required		
1	Alternative Disposal Facility Transfer rate – MGB Collection Vehicle	\$/Km	As required	As required		
1	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km	As required	As required		
1	Alternative Disposal Facility Transfer rate – Bulk Bin Collection Vehicle	\$/Km	As required	As required		
1	Alternative Recyclables Processing Facility Transfer rate – Recyclables Transfer Vehicle	\$/Km	As required	As required		
KERBSIDE COLLECTION SERVICES						
RESIDENTIAL						
1	Refuse MGB – Classic Collection	\$/240L		Weekly		
1	Refuse MGB – Classic Collection	\$/240L	As required	On Demand		
1	Refuse MGB – Premium Collection	\$/240L		Weekly		
1	Refuse MGB – Premium Collection	\$/240L	As required	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L		Fortnightly		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L	As required	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/360L		Fortnightly		
1	Recyclables MGB – Classic Collection + Transfer	\$/360L	As required	On Demand		
1	Recyclables MGB – Premium Collection + Transfer	\$/240L		Fortnightly		
1	Recyclables MGB – Premium Collection + Transfer	\$/240L	As required	On Demand		
1	Recyclables MGB – Premium Collection + Transfer	\$/360L		Fortnightly		
1	Recyclables MGB – Premium Collection + Transfer	\$/360L	As required	On Demand		
COMMERCIAL						
1	Refuse MGB – Classic Collection	\$/240L		Weekly		
1	Refuse MGB – Classic Collection	\$/240L	As required	On Demand		
1	Refuse MGB – Classic Collection	\$/1100L		Weekly		
1	Refuse MGB – Classic Collection	\$/1100L	As required	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L		Fortnightly		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L	As required	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/1100L		Fortnightly		
1	Recyclables MGB – Classic Collection + Transfer	\$/1100L	As required	On Demand		
PUBLIC PLACE BINS						
1	Refuse MGB collection	\$/240L		Weekly		
1	Refuse MGB collection	\$/240L		2 x Week		
1	Refuse MGB collection	\$/240L		3 x Week		
1	Refuse MGB collection	\$/240L	As required	On Demand		
1	Recyclables MGB collection + Transfer	\$/240L		Weekly		
1	Recyclables MGB collection + Transfer	\$/240L		2 x Week		
1	Recyclables MGB collection + Transfer	\$/240L		3 x Week		
1	Recyclables MGB collection + Transfer	\$/240L	As required	On Demand		
SPECIAL EVENTS						
1	Refuse MGB delivery and removal from event	\$/240L	As required	On Demand		
1	Refuse MGB emptying	\$/240L	As required	On Demand		
1	Refuse MGB delivery and removal from event	\$/1100L	As required	On Demand		
1	Refuse MGB emptying	\$/1100L	As required	On Demand		
1	Recyclables MGB delivery and removal from event	\$/240L	As required	On Demand		
1	Recyclables MGB emptying + Transfer	\$/240L	As required	On Demand		
1	Recyclables MGB delivery and removal from event	\$/1100L	As required	On Demand		
1	Recyclables MGB emptying + Transfer	\$/1100L	As required	On Demand		
MOBILE GARBAGE BIN MANAGEMENT SERVICES:						
MOBILE GARBAGE BIN SUPPLY TO CONTRACTOR DEPOT						
1	240L MGB complete	\$/unit	As required	As required		
1	360L MGB complete	\$/unit	As required	As required		
1	1100L MGB complete	\$/unit	As required	As required		
1	240L MGB body	\$/unit	As required	As required		
1	360L MGB body	\$/unit	As required	As required		
1	1100L MGB body	\$/unit	As required	As required		
1	240L MGB lid	\$/unit	As required	As required		
1	360L MGB lid	\$/unit	As required	As required		
1	1100L MGB lid	\$/unit	As required	As required		
1	240L MGB hinge	\$/unit	As required	As required		
1	360L MGB hinge	\$/unit	As required	As required		
1	1100L MGB hinge	\$/unit	As required	As required		
1	240L MGB wheel	\$/unit	As required	As required		
1	360L MGB wheel	\$/unit	As required	As required		
1	1100L MGB wheel	\$/unit	As required	As required		
MOBILE GARBAGE BIN MAINTENANCE SERVICES AT COLLECTION POINT						
1	240L MGB complete - delivery to Collection Point	\$/unit	As required	As required		
1	360L MGB complete - delivery to Collection Point	\$/unit	As required	As required		
1	240L MGB body - replacement at Collection Point	\$/unit	As required	As required		
1	360L MGB body - replacement at Collection Point	\$/unit	As required	As required		
1	240L MGB lid - replacement at Collection Point	\$/unit	As required	As required		
1	360L MGB lid - replacement at Collection Point	\$/unit	As required	As required		
1	240L MGB hinge - replacement at Collection Point	\$/unit	As required	As required		
1	360L MGB hinge - replacement at Collection Point	\$/unit	As required	As required		
1	240L MGB wheel - replacement at Collection Point	\$/unit	As required	As required		
1	360L MGB wheel - replacement at Collection Point	\$/unit	As required	As required		
RECYCLING BIN ROLL OUT						
1	Refuse Bin Lid Replacement with Red Lid	\$/unit		As required		
1	240L Recycling MGB complete	\$/unit		As required		
1	360L Recycling MGB complete	\$/unit	TBD	As required		
1	1100L Recycling MGB complete	\$/unit	TBD	As required		
DISASTER WASTE COLLECTION SERVICES						
COLLECTION AND TRANSPORT TO THE PARABURDOO LANDFILL						
1	Verge Waste Collection and Transport	\$/unit		On Demand		
1	Refuse MGB – Classic Collection	\$/240L		On Demand		
1	Refuse MGB – Premium Collection	\$/240L		On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/240L	TBD	On Demand		
1	Recyclables MGB – Classic Collection + Transfer	\$/360L	TBD	On Demand		
1	Recyclables MGB – Premium Collection + Transfer	\$/240L	TBD	On Demand		
1	Recyclables MGB – Premium Collection + Transfer	\$/360L	TBD	On Demand		
BULK BIN COMMERCIAL COLLECTION SERVICES						
BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT THE PARABURDOO LANDFILL						
1	Supply, Collection and Emptying of 3m ³ Front LRI Bin	\$/3M ³	NO MINIMUM / annum	As required		
1	Supply, Collection and Emptying of 3m ³ Front LRI Bin	\$/3M ³	Minimum 50 / annum	As required		
1	Supply, Collection and Emptying of 3m ³ Front LRI Bin	\$/3M ³	Minimum 100 / annum	As required		
1	Supply, Collection and Emptying of 4.5m ³ Front LRI Bin	\$/4.5M ³	NO MINIMUM / annum	As required		
1	Supply, Collection and Emptying of 4.5m ³ Front LRI Bin	\$/4.5M ³	Minimum 50 / annum	As required		
1	Supply, Collection and Emptying of 4.5m ³ Front LRI Bin	\$/4.5M ³	Minimum 100 / annum	As required		
1	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km	As required	As required		

Criteria that is Not Applicable for a resource should be left blank.

[illegible]

BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT THE TOM PRICE LANDFILL

Resources
Please itemise and detail each resource required to undertake all Services under the Contract.
Criteria that is Not Applicable for a resource should be left blank.
Please input values into the coloured cells.

Resource Number	Resource	Description	Day Rate	Monthly Rate	Annual Rate	Other / Additional Costs		Annualised Cost
						Cost	Description	
Example	Front End Loader Operator	Front End Loader Operator, Existing employee, 5 yrs experience	\$ 250.00	\$ 7,000.00	\$ 80,000.00			\$ 80,000.00
1	Site Coordinator							\$ -
2	Weighbridge Attendant							\$ -
3	Compactor Operator							\$ -
4	Backhoe Operator							\$ -
5	Dump Truck Driver							\$ -
6	Front Loader Operator							\$ -
7	Genearl Operative							\$ -
8								\$ -
9								\$ -
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40								\$ -

Paraburdoo Facility

Please provide a description and the basis for the cost of each item specific to this Service in each of the Capital Items, Resources and Cost Schedule sections.
If additional rows are required please insert in the "Other/Additional" section in the Cost Schedule.

Please input values into the coloured cells.

PLANT AND EQUIPMENT						
Item No.	NAME	DESCRIPTION	Rate (\$)	Cost Unit	Quantity	Annual Cost (\$)
			\$ -			\$ -
			\$ -			\$ -
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			\$ -			\$ -
			\$ -			\$ -
			\$ -			\$ -
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			\$ -			\$ -
RESOURCES						
Item No.	NAME	DESCRIPTION	Rate (\$)	Cost Unit	Quantity	Annual Cost (\$)
			\$ -			\$ -
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			\$ -			\$ -
COST SCHEDULE						
Item No.	Name	Description	Rate (\$)	Cost Unit	Quantity	Annual Cost (\$)
REPAIRS & MAINTENANCE						
						\$ -
						\$ -
						\$ -
						\$ -
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						\$ -
						\$ -
OTHER DIRECT COSTS						
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OVERHEADS						
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OTHER / ADDITIONAL						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL ANNUAL COST OF SERVICE						\$ -

COLLECTION AND TRANSPORT TO THE TOM PRICE LANDFILL

BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT THE TOM PRICE LANDFILL

RFT 23.20 Total Waste Management Services (including Pilbara Regional Waste Management Facility)

Tender Addendum No. 001
Issue Date: Tuesday, 2 February 2021

IMPORTANT: Tenderers are required to acknowledge receipt of any addenda issued and whether they have allowed for any price adjustments resulting from any issued addenda in Section **1.20 & 5.10 Addenda Acknowledgement**. Acknowledgement to be returned in Tender submission.

Please Sign and Return with Tender Submission.

Further to Request for Tender Number RFT 23.20, Tenderers are advised of the following addition to the Tender Documents:

Document added:
ATTACHMENT A – Waste Services Agreement

All other terms and conditions remain unchanged.

End of Tender Addendum

ACKNOWLEDGEMENT:

X

Signature
Title

Dated

Waste services agreement

Parties

Shire of Ashburton

[Operator]
[ACN]

Tender Draft dated 2 February 2021

[Note to Tenderers: This version of the Waste Services Agreement is subject to change by the Shire, including by reason of any proposals submitted by Tenderers.]

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DRAFT

Agreement dated

Parties **Shire of Ashburton**
of Lot 246 Poinciana Street, Tom Price, Western Australia, 6720.
(Shire)

[Operator] [ACN]
of [address].
(Operator)

Introduction

- A** The Shire has developed a regional waste management facility in Onslow (**Facility**) and provides a range of waste services across the area it services, including owning and operating the:
- A. Onslow Waste Transfer Station;
 - B. Tom Price Waste Disposal Site; and
 - C. Paraburdoo Waste Disposal Site.
- B** The Shire, by request for tender dated [●] sought tenders for an operator of the Facility and potentially to provide other waste services across the area it services which include the towns of Tom Price, Onslow and Paraburdoo.
- C** The Operator submitted a tender dated [●] for the provision of Services subject to the terms and conditions of this Agreement.
- D** The Shire has agreed to appoint the Operator to provide the Services in accordance with the terms and conditions of this Agreement.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

- (1) **Adopted Budget** has the meaning given in clause 12.6;
- (2) **Affected Party** has the meaning given in clause 23.1;
- (3) **Agreement** means this document, including any schedule or annexure to it;
- (4) **Agreement Details** means Schedule 1;
- (5) **Alliance Board** means the board described in clause 11;

- (6) **Approvals** means any approval, agreement, certificate, authorisation, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver, compliance report or environmental consent by any Authority required under any Law, and includes any renewal of, or variation to, any of them but does not include any act or omission by the Shire under the Agreement;
- (7) **Approved Subcontractors** means [●]; **[Note to Tenderers: To be completed with preferred Tenderer]**
- (8) **Assign** includes:
- (a) to sell, transfer, novate, licence, franchise, subcontract, or otherwise deal, dispose or part with possession of; and
 - (b) mortgage, charge, grant a lien, pledge, hypothecate, declare a trust in respect of or grant any interest in, by way of security or otherwise;
- (9) **Authority** means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body;
- (10) **Bank Guarantee** means an unconditional and irrevocable bank guarantee in the form set out in Schedule 5 and issued by a financial institution approved by the Shire;
- (11) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (12) **Capital Works** means works or improvements to the Facility and/or the Site and includes:
- (a) capital works and major maintenance works;
 - (b) replacement of existing equipment in the Facility;
 - (c) any extensions or improvements to the Facility and/or the Site, but does not include Maintenance of the Facility;
- (13) **Capital Works Proposal** has the meaning given in clause 15.3(1);
- (14) **Capital Works Request** has the meaning given in clause 15.2(1);
- (15) **Capital Works Valuation** means a valuation from the Operator that sets out the aggregate amounts payable to the Operator to perform the works required for a Capital Works given under clause 15;
- (16) **Claim** means any claim or cause of action of whatever nature in contract, tort, under statute or otherwise and whether actual or threatened;
- (17) **Commencement Date** means the date specified in the Agreement Details;
- (18) **Conditions Precedent** means those conditions precedent referred to in clause 2(1);
- (19) **Conditions Precedent Deadline Date** means 5.00 pm on [●], or such later date agreed to in writing by the parties prior to the expiration of the Conditions Precedent

Deadline Date, on which the Conditions Precedent must be satisfied or waived in accordance with clause 2(4);

- (20) **Confidential Information** means information of every kind:
- (a) concerning or in any way connected with:
 - (i) a party or any Related Entity of that party; or
 - (ii) the business, property or affairs of a party or any Related Entity of that party; or
 - (b) which is the property of the parties or any Related Body Corporate of the parties;
 - (c) and which:
 - (i) is disclosed in writing, orally or by any other means by that party or by any person on that party's behalf to another party or an employee, officer or agent of another party; or
 - (ii) comes to the knowledge of another party or an employee, officer or agent of another party by any means;
- (21) **Contaminate** means causing or permitting Contamination;
- (22) **Contamination** means a solid, liquid, gas, radiation, noise or substance (either alone or in combination) which makes or may make the condition of any land, water or a site "contaminated" as that term is defined in the *Contaminated Sites Act 2003* (WA);
- (23) **Corporations Act** means the *Corporations Act 2001*(Cth);
- (24) **CP Notice to Proceed** means a notice issued by the Shire to the Operator (and expressed to be a notice to proceed under clause 2(5)) to commence the Ramp-up Stage;
- (25) **Discretionary Services** means those discretionary services set out in the Technical Specification;
- (26) **Discretionary Service Direction** means a written direction by the Shire to the Operator to undertake a Discretionary Service in the form set out in Schedule 11;
- (27) **Discretionary Service Information** means information as to:
- (a) Key Personnel;
 - (b) fees and rates;
 - (c) the scope of Discretionary Service under the Agreement; and
 - (d) any other information requested by the Shire in an invitation for a Discretionary Service Proposal;
- (28) **Discretionary Service Proposal** means a proposal from the Operator submitted in response to the Shire's invitation under clause 5.3(1);
- (29) **Draft Budget** has the meaning given in clause 12.1;

- (30) **End Date** has the meaning given in clause 3.3(1);
- (31) **Environment** means the physical factors of the surroundings of human and non-human life forms, including the land, soil, plants, habitat, waters, atmosphere, climate, sounds, odours, tastes, biodiversity and the social and aesthetic values of landscape;
- (32) **Expiry Date** means, subject to clause 3.4:
- (a) where the Ramp-up Stage period was equal to or more than [12 - 24 months], the date that is 8 years from the day after the Ramp-up Stage ends; or [**Note to Tenderers: The time period for the ramp up stage will be negotiated with the successful tenderer.**]
 - (b) where the Ramp-up Stage period was less than [12 - 24 months], the date that is: [**Note to Tenderers: The intention is that where the parties decide earlier that the tenderer should be engaged during the Operating Stage, the remaining period of the Ramp-up stage will be added to the 8 year term**]
 - (i) 8 years; plus
 - (ii) the difference between [12 – 24 months] and the actual Ramp-up Stage period,

from the day after the Ramp-up Stage ends;
- (33) **Extension Notice** has the meaning given in clause 3.4(1);
- (34) **Extension Period** means a period of 5 years;
- (35) **Facility** has the meaning set out in the Introduction, and is the shown on the Site Plan in Schedule 10.
- (36) **Financial Year** means any period of 1 year ending on 30 June. In the case of the first financial year it means the period of less than 1 year from the date of the commencement of the Ramp-up Stage to the immediately succeeding 30 June. In the case of the last financial year it means the period of less than 1 year, from 1 July immediately preceding termination until the date of termination or expiration of this Agreement;
- (37) **FOI Act** means the *Freedom of Information Act 1992* (WA);
- (38) **Force Majeure Event** means one of the following events:
- (a) act of God;
 - (b) war, terrorism, riot, insurrection, vandalism or sabotage;
 - (c) pandemic or epidemic;
 - (d) strike, lockout, ban, limitation of work or other industrial disturbance; or
 - (e) law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general or particular application;

which:

- (f) is unforeseen by the Affected Party;
 - (g) is beyond the control of the Affected Party; and
 - (h) occurs without the fault or negligence of the Affected Party;
- (39) **Good Industry Practice** means at any time, the exercise of that degree of care, skill diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator seeking to comply with its contractual obligations and all applicable Laws and as would be ordinarily exercised by similarly skilled and experienced service providers engaged in the same type of undertaking under the same or similar circumstances and conditions as the Operator;
- (40) **Implementation Plan** has the meaning given in the Technical Specification;
- (41) **Insolvency Event** means the happening of any of these events in relation to a party (**Defaulting Party**):
- (a) execution or other process of a court or authority or distress is levied for an amount exceeding \$10,000 upon any of the Defaulting Party's property and is not satisfied, set aside or withdrawn within 7 days of its issue;
 - (b) an order for payment is made or judgment for an amount exceeding \$10,000 is entered or signed against the Defaulting Party which is not satisfied within 7 days;
 - (c) the Defaulting Party suspends payment of its debts;
 - (d) where the Defaulting Party is a body corporate:
 - (i) the Defaulting Party becomes an externally-administered body corporate under the Corporations Act;
 - (ii) steps are taken by any person towards making the Defaulting Party an externally-administered body corporate (but not where the steps taken consist of making an application to a court and the application is withdrawn or dismissed within 14 days);
 - (iii) a controller (as defined in section 9 of the Corporations Act) is appointed of any of the property of the Defaulting Party or any steps are taken for the appointment of a controller (but not where the steps taken are reversed or abandoned within 14 days);
 - (iv) the Defaulting Party is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act; or
 - (v) a resolution is passed for the reduction of capital of the Defaulting Party or notice of intention to propose such a resolution is given, without the prior written consent of the other party;
 - (e) where the Defaulting Party is a natural person:
 - (i) the Defaulting Party authorises a registered trustee or solicitor to call a meeting of his or her creditors or proposes or enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;

- (ii) a person holding a security interest in assets of the Defaulting Party enters into possession of or takes control of any of those assets or takes any steps to enter into possession of or take control of any of those assets; or
 - (iii) the Defaulting Party commits an act of bankruptcy; or
 - (f) an event happens analogous to an event specified in clauses (a) to (e) to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if the law of Australia applied;
- (42) **Intellectual Property Rights** means any patent, registered design, trademark or name, copyright or other protected right, including any Moral Right;
- (43) **Law** includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-Law of Australia (whether Commonwealth, State, Territorial or local);
- (44) **Kerbside Collection Services Plan** means the plan detailed in the Technical Specification and revised in accordance with clause 6;
- (45) **Key Performance Indicators or KPIs** means the key performance indicators set out in 0;
- (46) **Key Personnel** means the Personnel identified in Item 2 of the Agreement Details;
- (47) **KPI Notice** means the notice issued by the Shire to the Operator for the Operator's failure to achieve the Target for each of the KPIs;
- (48) **Maintenance** means maintenance, overhaul, repair and general housekeeping performed to keep the Facility in working order in accordance with Good Industry Practice;
- (49) **Maintenance Plan** means the plan in the form set out in Schedule [●] and revised in accordance with clause 6;
- (50) **Mandatory Service** means those mandatory services set out in the Technical Specification;
- (51) **Marketing Plan** means the plan in the form set out in Schedule [●] and revised in accordance with clause 6;
- (52) **Moral Rights** has the meaning given to that term in the *Copyright Act 1986* (Cth);
- (53) **No Claim** means no claim against the Shire or Shire's Personnel for any money, compensation or adjustment to any fees, rates or payment under this Agreement or for any cost, expense, loss or damage of any kind (including damages for breach of contract at law) on any basis whatsoever including:
- (a) pursuant to the Agreement;
 - (b) in tort (including negligence);
 - (c) under statute;
 - (d) on a quantum meruit;

- (e) pursuant to quasi contract;
 - (f) for unjust enrichment;
 - (g) for rectification or frustration; or
 - (h) pursuant to any other principle of law or equity,
- to the extent to which it is possible to exclude any such claim at law;

- (54) **Non-Wages Personnel** means all Operator's Personnel that are not Wages Personnel;
- (55) **Notice** has the meaning given in clause 37.1;
- (56) **Notice of Dispute** means a notice specifying a dispute and requiring its resolution under clause 22;
- (57) **Notice to Proceed** means a notice issued by the Shire to the Operator (and expressed to be a notice to proceed under clause 15) to commence the Capital Works the subject of a Capital Works Valuation;
- (58) **Notifiable Incident** means any event which is required to be notified to any relevant Authority pursuant to the relevant Safety Legislation;
- (59) **Occupational, Health and Safety Plan** means the plan detailed in the Technical Specification and revised in accordance with clause 6;
- (60) **Onslow Waste Transfer Station** means the Onslow Waste Transfer Station as further described in the Technical Specification; ***[Note to Tenderers: The details of the Onslow Waste Transfer Station are provided through the addendum]***
- (61) **Operational and Environmental Management Plan** means the environmental management plan in accordance with clause 20.1 of this Agreement or any update or replacement as approved by the Shire;
- (62) **Operator Costs** means those costs that are actually, properly and reasonably incurred by the Operator in accordance with the Adopted Budget for the Financial Year, or as otherwise approved by the Alliance Board as an Operator Cost, for:
 - (a) the management of the Facility;
 - (b) the performance of the Mandatory Services (including processing the Shire Waste delivered to the Facility); and
 - (c) maintaining the Facility in accordance with the terms of this Agreement.

as further described in clause 6 of Schedule 4, and, where relevant, based on the rates set out in Schedule 4, and, an allowance for overheads at the rate of ***[insert]***; ***[Note to Tenderers: This definition will be revisited and revised in light of your submission and during the negotiation process]***

- (63) **Operator's Personnel** means any and all Personnel engaged by the Operator, including its directors, officers, employees, agents, invitees, subcontractors (of any tier) and any director, officer, employee, agent or invitee of any subcontractor, in performing the Operator's obligations under this Agreement;

- (64) **Operator's Representative** means the person named in the Agreement Details as the Operator's Representative or other person from time to time appointed by the Operator to be the Operator's Representative;
- (65) **Operating Stage** means the period from the day after the Ramp-up Stage ends until the End Date;
- (66) **Operating Stage Documents** means the documents prepared by the Operator and provided to the Shire in accordance with clause 6.4(1);
- (67) **Paraburdoo Waste Disposal Site** means the Paraburdoo Waste Disposal Site as further described in the Technical Specification;
- (68) **Personnel** means directors, employees, agents, contractors or subcontractors;
- (69) **Policies** means:
- (a) the Shire's policies (including the Shire's communication policy, complaints handling policy and all health, safety and environment policies) as provided to the Operator from time to time; and
 - (b) any policies and plans updated or provided by the Operator during the Ramp-up Stage and approved by the Shire;
- (70) **Proposed Budget** has the meaning given in clause 12.5;
- (71) **Quality Management Plan** means [●];
- (72) **Quarter** means, in relation to a calendar year, one of the following periods, as relevant:
- (a) 1 January to 31 March;
 - (b) 1 April to 30 June;
 - (c) 1 July to 30 September; or
 - (d) 1 October to 31 December;
- (73) **Ramp-up Stage** means the period:
- (a) from the date that the Conditions Precedent are satisfied in accordance with clause 2, or waived in accordance with clause 2, as set out in the CP Notice to Proceed; and
 - (b) [12 - 24 months] following the date in (a), unless otherwise extended by the Alliance Board in writing or otherwise shortened by agreement between the parties; ***[Note to Tenderers: The time period for the ramp up stage will be negotiated with the successful tenderer.]***
- (74) **Record** means records and information of any kind, including originals and copies of all accounts, data, financial statements, books, files, reports, records, correspondence, documents, drawings, plans, diagrams, graphs, photographs, videos, computer models, design models and other materials directly or indirectly created for, or in respect of, or connected with, the Agreement, whether created by the Operator or any Subcontractors, and including anything which is a 'record' under the *State Records Act 2000* (WA);

- (75) **Related Entity** means a related entity as defined by the Corporations Act;
- (76) **Related Body Corporate** has the meaning given in section 9 of the Corporations Act;
- (77) **Remedial Plan** has the meaning given in clause 8.2 of Schedule 3;
- (78) **Reporting Period** means every month during the Ramp-up Stage and every three months during the Operating Stage;
- (79) **Reserved Decision** means decisions that are reserved to be made only by the Shire as specified in clause 11.7(3);
- (80) **Residual Revenue** means the amount calculated in accordance with clause 4 of Schedule 4;
- (81) **Revenue** for a Quarter, means all amounts paid either to the Operator by third parties or to the Shire for **processing** waste or for the sale of commodities at the Facility in that Quarter, including:
- (a) gate fees;
 - (b) amounts paid to the Operator under contracts between the Operator and third parties in relation to waste processed at the Facility;
 - (c) the total revenue earned from the sale of commodities;
 - (d) any other money paid to the Operator by another party in consideration of the Operator processing waste at the Facility; and
 - (e) any other money paid to the Shire by the Operator in consideration for the use of the Facility to process waste.
- (82) **Safety Legislation** means any:
- (a) legislation applicable to work health and safety, environment protection, heavy vehicles, dangerous goods and electricity safety;
 - (b) regulations made under that legislation; and
 - (c) directions on safety or notices issued by any relevant Authority or any code of practice or compliance code appropriate or relevant to the Services,
- and any amendment or replacement of the above;
- (83) **Safety Requirement** means any direction, instruction, request or requirement relevant or necessary for compliance by the Operator with Safety Legislation, and including any such matter of which the Operator has been informed by the Shire orally or in writing;
- (84) **Services** means the Mandatory Services and Discretionary Services;
- (85) **Shire Approvals** means the planning approval, Department of Water and Environmental Regulation works approval and operational licence held in the name of the Shire in respect of the Facility and Services;

(86) **Shire Costs** means the following costs incurred by the Shire in accordance with the Adopted Budget or as otherwise approved by the Alliance Board as Shire Costs for the Financial Year:

- (a) an allowance for the return on the Shire's capital investment to date into the Facility;
- (b) an allowance for future capital investment in the Facility, post closure activities, monitoring and reporting;
- (c) the Shire's operational costs associated with the Facility and management of this Agreement, including:
 - (i) costs of staff, including the cost of the Alliance Board representatives, cost of audits and the cost of the site/contract manager;
 - (ii) administrative costs of the Shire;
 - (iii) regulatory compliance costs, including environmental monitoring and reporting and the cost of any Approvals required; and
 - (iv) cost of Site topographical surveys; and
 - (v) cost in respect of installation and maintenance of any necessary software;
- (d) an allowance for long term maintenance;

[Note to Tenderers: Further details of these costs will be provided during the negotiation stage and this definition will be revisited and revised in light of your submission and during the negotiation process]

(87) **Shire's Personnel** means any and all Personnel engaged by the Shire, including its directors, officers, employees, agents, invitees, subcontractors (of any tier) and any director, officer, employee, agent or invitee of any subcontractor, in performing the Shire's obligations under this Agreement;

(88) **Shire's Representative** means the person named in the Agreement Details as the Shire's Representative or other person from time to time appointed by the Shire to be the Shire's Representative;

(89) **Shire Waste** means waste from:

- (a) kerbside collections from:
 - (i) residential premises; and
 - (ii) commercial premises that have elected to use the Shire's kerbside collection service,from the Shire's district;
- (b) the Onslow Waste Transfer Station; and
- (c) the Shire's Personnel conducting works, maintenance and other services for the Shire from time to time;

- (90) **Shortfall Amount** has the meaning given in clause 3.3 of Schedule 4;
- (91) **Site** means site on which the Facility is located, the Onslow Waste Transfer Station, the Tom Price Waste Disposal Site, and the Paraburdoo Waste Disposal Site as more fully described in the Technical Specification and as shown in Schedule 10;
- (92) **Step-in Rights** has the meaning given in clause 26.1;
- (93) **Subcontractor** means any person engaged by the Operator under clause 0 to perform any part of the Services or Operator's obligations and includes, where it is not inconsistent with the context, that person's employees, agents, consultants and invitees;
- (94) **Subcontractor Novation Deed** means the deed of novation in the form set out in Schedule 9;
- (95) **Target** means the Operator's target for each KPI as set out in the tables in clauses 2 and 3 of Schedule 3;
- (96) **Technical Specification** means the technical specification as set out in Schedule 2;
- (97) **Term** means the term of this Agreement under clause 3;
- (98) **Tom Price Waste Disposal Site** means the Tom Price Waste Disposal Site as further described in the Technical Specification;
- (99) **Transition Plan** means the plan in the form set out in Schedule [●] and revised in accordance with clause 6;
- (100) **Variation** means an increase, decrease, omission or any other change to any part of the Services or Technical Specification or the Agreement;
- (101) **Variation Direction** has the meaning given in clause 14.1(1); and
- (102) **Wages Personnel** means any Operator's Personnel governed by a relevant industrial instrument or agreement and not employed or engaged under a contract for services, contract of service or employment contract.

1.2 Interpretation

- (1) Reference to:
- (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:

- (i) any amendment or replacement of it; and
- (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
- (g) dollars, AU\$, AUD or \$ means Australian dollars unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

1.3 Parties

- (1) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

2 Conditions Precedent

- (1) Subject to clause 2(2), this Agreement is subject to and conditional on the following Conditions Precedent being fulfilled by the Conditions Precedent Deadline Date:
 - (a) the Shire obtaining all Shire Approvals;
 - (b) the Operator providing the Bank Guarantee to the Shire in accordance with clause 9.1; and
 - (c) the Operator providing to the Shire the terms and conditions of each of the policies required to be maintained under Schedule 8 and in accordance with clause 29; and
 - (d) the Operator obtaining [•]. **[Note to Tenderers: To be completed with preferred Tenderer]**
- (2) [Clauses 1 (Definitions and interpretation), 2 (Conditions Precedent), 8 (Warranties), 9 (Bank Guarantee), 21 (Confidentiality), 22 (Dispute Resolution), 28.6 (Survival) and 38 (General) of this Agreement come into full force and effect upon the Commencement Date]. **[Note to Tenderers: To be updated prior to execution]**
- (3) Each party must at its own cost do everything reasonably necessary on its part to procure satisfaction of the Conditions Precedent as quickly as possible and in any event, by the Conditions Precedent Deadline Date.

- (4) The Conditions Precedent are for the sole benefit of the Shire and may only be waived by the Shire in writing.
- (5) The Shire will provide a CP Notice to Proceed to the Operator after all Conditions Precedent have been satisfied or otherwise waived.
- (6) If the CP Notice to Proceed has not been given on or before the Conditions Precedent Deadline Date, the Shire may terminate this Agreement at any time before the relevant condition or conditions is or are satisfied or waived by giving notice in writing to the Operator.
- (7) If the Shire terminates this Agreement under clause 2(6):
 - (a) the parties will no longer be bound by the terms of the Agreement or other obligations relating to or connected with the Services (to the extent they were binding on the parties);
 - (b) the Agreement will be taken to have been terminated on that date (or such later date as the parties may agree in writing) and the Agreement will be of no further force or effect; and
 - (c) the Operator will have No Claim against the Shire arising out of or in respect of any matter connected with this Agreement or in respect of or otherwise in connection with the Services, including No Claim for any payment under or in connection with the Agreement.

3 Term

3.1 Commencement

Subject to clause 2, the Agreement commences on the Commencement Date.

3.2 Agreement stages

- (1) The Services will be performed in two stages:
 - (a) the Ramp-up Stage; and
 - (b) the Operating Stage.
- (2) The Operator acknowledges that:
 - (a) subject to clause 2, as at the Commencement Date, the Operator has been appointed to perform the Mandatory Services during the Ramp-up Stage only;
 - (b) as part of the Ramp-up Stage it must:
 - (i) perform the Mandatory Services set out in section 6 of the Technical Specification; and
 - (ii) prepare and submit the Operating Stage Documents to the Shire; and
 - (c) the Shire may, in its discretion, decide to engage the Operator to carry out the Mandatory Services during the Operating Stage in accordance with clause 6. The Operator further acknowledges that the Shire makes no

representation or guarantee to the Operator that the Operator will be engaged to carry out the Mandatory Services during the Operating Stage.

3.3 End Date

- (1) Subject to clause 3.3(2), the Agreement ends on the sooner of:
 - (a) subject to clause 3.4, the Expiry Date; or
 - (b) the date the Agreement is terminated in accordance with its terms, **(End Date)**.
- (2) If the Shire decides not to engage the Operator to carry out the Mandatory Services during the Operating Stage in accordance with clause 6, the End Date is the date on which the Ramp-up Stage ends.

3.4 Extensions to the Expiry Date

- (1) The Shire may extend the Expiry Date by the Extension Period by providing written notice to the Operator at any time on or before the date that is 6 months before the end of the then current Expiry Date (**Extension Notice**).
- (2) Unless the parties otherwise agree in writing, the Shire may extend the Expiry Date in accordance with clause 3.4(1) only once.
- (3) The Shire may propose amendments to the terms and conditions of this Agreement, including amendments to the Services or the payments in Schedule 4, when providing the Extension Notice. The parties must attempt to agree such amendments within 30 Business Days of the Extension Notice:
 - (a) if the parties are able to reach agreement, the amendments to the terms and conditions of the Agreement will take effect from the first day of the applicable Extension Period; and
 - (b) if the parties are not able to reach agreement within 30 Business Days, the existing terms and conditions of the Agreement will apply during the applicable Extension Period.

4 Engagement and Relationship

4.1 Appointment

- (1) Subject to clause 5, the Shire appoints the Operator to provide the Mandatory Services during the Ramp-up Stage and the Operator accepts its appointment on the terms and conditions of this Agreement.
- (2) The Shire may elect to continue to engage the Operator to perform the Mandatory Services during the Operating Stage in accordance with clause 6 and on the terms and conditions of this Agreement.

4.2 Nature of relationship

Nothing in this Agreement means or implies that the relationship between the Shire and the Operator is that of partners, employer and employee or joint venturers. No party has authority to bind or purport to bind the other party.

5 Services

5.1 Mandatory Services

- (1) Subject to clause 5.1(2), the Operator must perform the Mandatory Services in accordance with the terms and conditions of this Agreement, including the Technical Specification.
- (2) The Shire may request that the Operator cease operating the weighbridge by written notice to the Operator at any time for any reason. Within 7 days of such written notice the Operator must stop operating the weighbridge and operating the weighbridge will no longer be a Mandatory Service and instead be a Discretionary Service. The Shire may then in its discretion, either itself or by engaging other contractors, operate the weighbridge.

5.2 Discretionary Services

- (1) The Shire may request the Operator to perform a Discretionary Service under the Agreement by issuing a Discretionary Service Direction at any time before the End Date in accordance with this clause 5. Subject to clauses 5.3(1) and 5.3(5), the Operator must perform its obligations under a Discretionary Service Direction issued by the Shire in accordance with this Agreement.
- (2) The Shire:
 - (a) is under no obligation to issue a Discretionary Service Direction during the term of this Agreement; and
 - (b) may procure any services of the same nature as the Discretionary Services under this Agreement from any other contractor.
- (3) The Operator further acknowledges that the Shire makes no representation or guarantee to the Operator that the Operator will be requested to carry out any of the Discretionary Services during the Ramp-up Stage and/or Operating Stage.

5.3 Discretionary Service Direction

- (1) Prior to issuing a Discretionary Service Direction, the Shire must request that the Operator submit a Discretionary Service Proposal in relation to the proposed Discretionary Service.
- (2) As soon as practicable, and in any event within any timeframe specified pursuant to the request by the Shire under clause 5.3(1), the Operator must submit a Discretionary Service Proposal setting out an Implementation Plan for the Shire's requested Discretionary Service and the Discretionary Service Information in relation to the proposed Discretionary Service.
- (3) The Operator must not specify an item of Discretionary Service Information in a Discretionary Service Proposal that is different to or inconsistent with the rates or descriptions for that item of Discretionary Service Information set out in this Agreement (including the Technical Specification and Schedule of Rates).
- (4) If the Shire accepts the Discretionary Service Proposal, the Shire may issue a Discretionary Service Direction containing the Discretionary Service Information and the Operator must sign and return the Discretionary Service Direction to the Shire and perform its obligations under the Discretionary Service Direction as if the provisions of the Discretionary Service Direction form part of this Agreement.

- (5) If the Shire disagrees with any Discretionary Service Information contained in a Discretionary Service Proposal provided by the Operator, the Shire may give notice to the Operator and the parties must attempt to agree on the Discretionary Service Information within 10 Business Days and:
 - (a) if the parties are able to reach agreement, the Shire may issue a Discretionary Service Direction containing the agreed Discretionary Service Information and the Operator must sign and return the Discretionary Service Direction to the Shire and perform its obligations under the Discretionary Service Direction in accordance with this Agreement; and
 - (b) if the parties are not able to reach an agreement within 10 Business Days, the Discretionary Service Proposal will be deemed to be rejected by the Shire.
- (6) Any failure by the Operator to sign and return a Discretionary Service Direction issued to it in accordance with clause 5.3(4) or clause 5.3(5)(a) will not relieve the Operator of its obligation to perform its obligations under the Discretionary Service Direction and this Agreement.
- (7) The Shire may not issue any new Discretionary Service Direction after the End Date and any Discretionary Services the subject of a Discretionary Service Directions issued prior to the End Date will automatically terminate on the End Date and will be of no further force or effect.

5.4 Service principles

In performing the Services and each parties' obligations under this Agreement, the following principles will be the basis for reasoning and a guide for the parties actions and behaviours:

- (1) strive for innovation to achieve efficiency in the provision of waste services and operation of the Facility;
- (2) strive to attract additional tonnages, waste streams and customers to the Facility and increase revenue;
- (3) always communicate frankly and openly with each other;
- (4) be cost-conscious and manage expenses closely;
- (5) manage safety and environmental incidents and issues wisely and, at a minimum, as required by Law;
- (6) make decisions at all times in the best interests of the performance of the Services and the Facility;
- (7) manage relationships with customers to maximise customer retention;
- (8) endeavour to provide opportunities for, and contribute to, the local community in which the Facility is located; and
- (9) is encouraged to wherever possible employ local personnel and engage local contractors that reside in the vicinity of the Site.

5.5 Behavioural commitments

In performing the Services and each parties' obligations under this Agreement, the parties will endeavour to:

- (1) act with honesty and integrity;
- (2) adopt a positive approach to the parties' work;
- (3) communicate openly;
- (4) treat everyone with respect;
- (5) be accountable for each party's actions;
- (6) challenge the status quo and change as necessary;
- (7) work as a team and accept team decisions; and
- (8) commit to team goals.

6 Operating Stage

6.1 Entry into Operating Stage

In making its decision of whether to continue to engage the Operator to perform the Services during the Operating Stage, the Shire will:

- (1) review the Operator's performance of the Services during, and at the end of, the Ramp-up Stage including having regard to the Operator's performance against the KPIs;
- (2) assess the Operating Stage Documents submitted by the Operator in accordance with this clause 6; and
- (3) review the suitability of the payments under this Agreement as set out in Schedule 4, including adjustments to the calculation of the Residual Revenue to apply during the Operating Stage.

6.2 Review of Performance during Ramp-up Stage

The Alliance Board must review and provide feedback to the Operator, including any areas for improvement, regarding its performance of the Services at regular intervals, and at least every month, during the Ramp-up Stage and prior to submission of the Operating Stage Documents in accordance with clause 6.3.

6.3 Submission of Operating Stage Documents

The Operator must prepare and submit to the Shire the Operating Stage Documents by the date which is 6 months prior to the date on which the Ramp-up Stage ends (as may be extended by the Shire in its discretion) or such earlier date as may be agreed between the parties.

6.4 Form and content of Operating Stage Documents

- (1) The Operating Stage Documents are:
 - (a) a report setting out the Operator's performance against KPIs for the Ramp-up Stage, including against the Target for the Ramp-up Stage, and, if the

Target for any KPI was not achieved, reasons why and the methods used to ensure that the Target for that KPI will be achieved in the future;

- (b) a report setting out the Operator's financial performance, including the revenue and expenses for the Ramp-up Stage;
 - (c) the Marketing Plan revised to set out the manner in which the Operator intends to increase revenue, attract and retain more customers and increase Revenue to the Facility during the Operating Stage;
 - (d) the Maintenance Plan revised to set out the manner in which the Facility will be protected and maintained during the Operating Stage, in accordance with the Technical Specification;
 - (e) the Transition Plan revised to set out the manner in which the Services will be transitioned to and the Facility handed back to the Shire on termination of this Agreement at the end of the Operating Stage, in accordance with the Technical Specification;
 - (f) Occupational, Health and Safety Plan revised to set out the manner in which occupational health and safety will be managed during the Operating Stage;
 - (g) a proposed budget for the first Financial Year of the Operating Stage in accordance with clause 12; and
 - (h) any other relevant information relating to how the Operator will ensure it will perform the Services during the Operating Stage in accordance with the Agreement.
- (2) The Operator acknowledges and agrees that the Operating Stage Documents must not contain any proposals in respect of revised KPIs or adjustments to the calculation of any amounts in Schedule 4 (unless those proposals have been reviewed and agreed to by the Alliance Board prior to submission of the Operating Stage Documents).

6.5 Review of Performance and Operating Stage Documents at end of Ramp-up Stage

- (1) The Shire may:
- (a) review the Operating Stage Documents prepared and submitted by the Operator under this clause 6;
 - (b) undertake a review of the Operator's performance of the Services during the Ramp-up Stage; and
 - (c) request the Operator to submit copies of any additional supporting documentation concerning its performance during the Ramp-up Stage.
- (2) The Shire must within 30 Business Days of receiving the Operating Stage Documents notify the Operator in writing:
- (a) whether or not it will engage the Operator to carry out the Services during the Operating Stage;
 - (b) any required revisions to the plans including the Marketing Plan, Maintenance Plan or Transition Plan;

- (c) any proposed revision to the KPIs;
- (d) any proposed revisions to the payment model, including minor adjustments to the calculation of the any amounts in Schedule 4 to apply during the Operating Stage.

6.6 Entry into Operating Stage

- (1) The Operator acknowledges and agrees that if the Shire notifies the Operator in writing that it will engage the Operator to carry out the Services during the Operating Stage, the Operator must perform the Services during the Operating Stage in accordance with the Agreement.
- (2) The Operating Stage commences on the date on which the Shire notifies the Operator in accordance with clause 6.6(1), subject to agreement between the parties of any proposed revision to the KPIs or adjustments to the calculation of any amounts in Schedule 4 to apply during the Operating Stage.

6.7 Termination prior to Operating Stage

The Operator acknowledges that if the Shire notifies the Operator that they will not be engaged to carry out the Services during the Operating Stage in accordance with clause 6.5(2):

- (1) this Agreement is terminated and clause 28 applies;
- (2) the Operator is not entitled to make any Claim in connection with the Shire not proceeding with the engagement of the Operator to carry out the Services during the Operating Stage; and
- (3) the Shire may proceed with the Services with another contractor, or perform the Services itself.

7 Operator's General Obligations

- (1) The Operator must:
 - (a) perform the Services in accordance with the Agreement, including the Technical Specification;
 - (b) diligently perform the Services with due expedition and without delay;
 - (c) perform the Services in accordance with Good Industry Practice and all Laws;
 - (d) perform the Services so as to mitigate any risks to, or the impact of the Services on, the environment and the health and safety of any persons; and
 - (e) perform the Services so as to ensure that the Facility operates in accordance with the Technical Specification.
- (2) The Operator must, at all times during the Operator's performance of its obligations under this Agreement, comply, and ensure that the Operator's Personnel comply with:
 - (a) the requirements set out in the Technical Specification;

- (b) the Operational and Environmental Management Plan;
- (c) Occupational, Health and Safety Plan;
- (d) all applicable Laws; and
- (e) the Policies.

8 Warranties

8.1 Operator Warranties

The Operator warrants to the Shire that the Operator:

- (1) is and will remain suitably qualified and experienced, and will exercise due skill, care and diligence in performing the Services;
- (2) will perform the Services in accordance with:
 - (a) all the requirements of the Agreement and all Laws;
 - (b) all relevant standards of the Standards Association of Australia to the extent that they are not inconsistent with the requirements of the Agreement and Laws; and
 - (c) Good Industry Practice;
- (3) has reviewed the documents comprising the Agreement and is satisfied with its adequacy to perform its obligations under the Agreement;
- (4) has examined the Facility and has satisfied itself as to the adequacy of and suitability of the Facility for the purpose of performing the Services in accordance with the requirements of the Agreement;
- (5) has made its own interpretations as to the difficulties of performing the Services and made provision for those difficulties;
- (6) has obtained, or will be able to obtain, all necessary Approvals (other than the Shire Approvals) necessary in order for it to carry out the Services in accordance with the requirements of the Agreement. In the event any such Approvals are required to be held in the name of the Shire, the Operator must do all things reasonably necessary to obtain and maintain all such Approvals during the term of the Agreement;
- (7) has informed itself as to the availability of labour and all labour conditions and conditions of employment relevant to the execution of the Services;
- (8) has satisfied itself of the Laws relevant to the Services, including in relation to work health and safety;
- (9) subject to the express provisions of the Agreement, has made proper allowance for all matters which might impact on its ability to complete the Services within any particular time, cost or quality constraints;
- (10) is a GST registered entity;
- (11) is and will remain appropriately registered or licensed to the extent required by any Law for the carrying out of the Services; and

- (12) is not insolvent within the meaning of section 95A of the Corporations Act or otherwise and there is no unfulfilled or unsatisfied judgment or court order outstanding against it.

8.2 Warranties Unaffected

The Operator acknowledges that the warranties in clause 8.1 remain unaffected notwithstanding any one or more of the following:

- (1) any receipt or review of, or comment or direction by the Shire or the Shire's Representative on, any document;
- (2) any Variation; or
- (3) any receipt, review, comment, rejection or expression of satisfaction or dissatisfaction by or on behalf of the Shire or the Shire's Representative whether under the Agreement or otherwise with:
 - (a) any of the Operator's materials, plant or equipment selections used during the performance of the Services; or
 - (b) the execution of any Services.

8.3 Acknowledgment of reliance

The Operator acknowledges that the Shire:

- (1) has relied on each of the warranties, acknowledgments, agreements and representations given in clauses 8.1 and 8.2;
- (2) would not have entered into the Agreement but for those warranties, acknowledgments, agreements and representations; and
- (3) has entered into the Agreement in reliance upon the Operator's representation that it has the skill, experience and ability to provide the Services in accordance with this Agreement.

9 Bank Guarantee

9.1 Provision of Bank Guarantee

The Operator must provide the Bank Guarantee to the Shire within 5 Business Days after the Commencement Date and in any event prior to the Conditions Precedent Deadline Date.

9.2 Recourse to Bank Guarantee

- (1) The Shire may call upon the Bank Guarantee in whole or in part, without notice and at any time.
- (2) The Shire may use the proceeds of the Bank Guarantee in relation to any cost, expense, loss or damage of any kind which the Shire claims it has incurred or might in the future incur in connection with what the Shire contends constitutes any act, default or omission of the Operator.

- (3) The Operator must not take any steps to injunct or otherwise restrain:
 - (a) the issuer of any Bank Guarantee from paying the Shire pursuant to the Bank Guarantee; or
 - (b) the Shire from demanding payment under any Bank Guarantee or using the proceeds received under any Bank Guarantee.
- (4) To the extent permitted by law, the Shire does not hold the Bank Guarantee or the proceeds of the Bank Guarantee on trust for the Operator, and is not obliged in any circumstances to pay the Operator interest associated with the Bank Guarantee.

9.3 Replacement Bank Guarantee

Where the Shire has called upon the Bank Guarantee in whole or part prior to its release in accordance with clause 9.4, the Operator must provide a replacement Bank Guarantee for the full value of the Bank Guarantee to the Shire within 10 Business Days of the demand by the Shire.

9.4 Release of Bank Guarantee

The Shire must return the Bank Guarantee to the Operator within 10 Business Days of:

- (1) the Residual Revenue retained in accordance with clause 9.5 equalling AU\$500,000.00; or
 - (2) the End Date,
- whichever is earlier.

9.5 Retention of Residual Revenue

- (1) The Shire may at its discretion elect to retain Residual Revenue which would otherwise be retained by the Operator in accordance with Schedule 4 equal to AU\$500,000.00 in lieu of holding the Bank Guarantee until the End Date.
- (2) Where the Shire makes an election in accordance with clause 9.5(1) as notified to the Operator in writing, for any Quarter where the Residual Revenue for the Quarter is greater than 0, the Residual Revenue which would otherwise be retained by the Operator in accordance with Schedule 4, up to AU\$500,000.00 must be allocated to the Shire as security.
- (3) For the avoidance of doubt, the Residual Revenue must be allocated in the manner set out in clause 9.5(2) for each Quarter where the Residual Revenue for the Quarter is greater than 0, until AU\$500,000.00 has been allocated to the Shire to hold as security. When the Residual Revenue held by the Shire equals \$500,000, the Shire will return the Bank Guarantee to the Operator.

9.6 Recourse to retained Residual Revenue

- (1) The Shire may use the proceeds from the retained Residual Revenue in whole or in part, without notice and at any time in relation to any cost, expense, loss or damage of any kind which the Shire claims it has incurred or might in the future incur in connection with what the Shire contends constitutes any act, default or omission of the Operator.

- (2) The Operator must not take any steps to injunct or otherwise restrain the Shire from using the proceeds from the retained Residual Revenue.
- (3) To the extent permitted by law, the Shire does not hold the proceeds from the retained Residual Revenue on trust for the Operator, and is not obliged in any circumstances to pay the Operator interest associated with the retained Residual Revenue.

10 Access to, maintenance and protection of the Facility

10.1 Operator's access to the Site and control of the Facility

- (1) Within 5 Business Days of all Conditions Precedent being satisfied or otherwise waived, the Shire must provide the Operator with access to the Site and control of the Facility sufficient for the Operator to commence the Services.
- (2) The Operator is responsible for the care and control of the Site and the Facility. The Operator is liable for all costs and expenses and any loss or damage incurred in relation to the Site and the Facility during the period which it has care and control. If the Operator does not repair any loss or damage to the Facility within a reasonable time having regard to the loss or damage, the Shire may, or may engage a third party to, perform the repair and the cost of the repairs will be a debt due from the Operator to the Shire.
- (3) The Operator's right to access the Site and control the Facility under this clause 10.1 is not a right of possession (either on an exclusive or non-exclusive basis) and the Shire retains ownership of the Site and Facility.

10.2 The Shire's access to the Site and Facility

The Shire and the Shire's Personnel may at any time, without prior notice, have access to the Site for any purpose, provided that:

- (1) the reasonable requirements of the Operator in relation to safety and security are complied with while accessing the Site; and
- (2) the relevant Personnel have completed any of the Operator's Site induction requirements.

10.3 Monthly inspection and maintenance by the Shire

Without limiting clause 10.2, the Shire will, without prior notice, access the Site and Facility to conduct inspections and maintenance from time to time.

11 Alliance Board

11.1 Composition of the Alliance Board

- (1) To ensure the parties are working effectively together and that the Agreement is being implemented in alignment with the spirit and intent of the Agreement, the parties must within 20 Business Days of the Commencement Date, establish an Alliance Board that is comprised of 8 people, with 4 representatives from each party who:
 - (a) in respect of the Operator, one person must be the Operator's Representative and the remaining persons must hold three of the following titles:

- (i) State Manager or equivalent;
 - (ii) Regional Manager or equivalent;
 - (iii) Finance Manager or equivalent; or
 - (iv) Contract Manager or equivalent; and
- (b) in respect of the Shire, one person must be the Shire's Representative and the remaining persons must be sufficiently senior to be able to make decisions affecting the Agreement.
- (2) The Alliance Board as at the Commencement Date comprises of the individuals identified in the Agreement Details.

11.2 Meetings

- (1) Subject to clause 11.2(2), the Alliance Board must meet at least quarterly and more frequently as reasonably required by the Shire.
- (2) The Alliance Board must schedule the quarterly meetings to occur within 14 days of a meeting of Shire councillors and must decide the dates and times for such meetings for each Financial Year as soon as the dates for the meetings of the Shire councillors are known.
- (3) An Alliance Board member of the Shire will be appointed to be a chair for each meeting.

11.3 Quorum

- (1) Subject to clause 11.3(2), the quorum for a meeting of the Alliance Board is all 8 members of the Alliance Board (or their proxy) and the quorum must be present at all times during the meeting. Attendance at a meeting includes attendance in person, by telephone or video or similar means.
- (2) If an Alliance Board member has appointed more than 1 proxy, only 1 of them is counted.
- (3) If a quorum is not present within 30 minutes after the time for the meeting, the chair appointed under clause 11.2 will decide whether the meeting is to continue or whether the meeting will be adjourned to the date, time and place decided by the chair.
- (4) If an Alliance Board member is not present for 2 consecutive meetings, that member shall be removed from the Alliance Board and replaced by either the Shire or the Operator (as applicable).

11.4 Casting vote of Shire's Representative

In the case of an equality of votes, the Alliance Board member of the Shire appointed to be the chair for that meeting in accordance with clause 11.2(3) has a casting vote (in addition to that member's vote as a member or proxy).

11.5 Purpose and duties of the Alliance Board

The purpose and duties of the Alliance Board are to:

- (1) ensure that the parties work collaboratively;

- (2) undertake a 'best for project' approach to all decision making;
- (3) review the content of, including any suggested changes to the Operator's plans including the Operational and Environmental Management Plan, Marketing Plan, Transition Plan and the Maintenance Plan;
- (4) review the Operator's performance against the Operator's plans including the Marketing Plan, Transition Plan and the Maintenance Plan;
- (5) review and provide feedback to the Operator, including any areas for improvement, regarding its performance of the Services at regular intervals, and at least every 3 months, during the Ramp-up Stage in accordance with clause 6.2;
- (6) review the payment model in Schedule 4 against the performance of the Services during the Ramp-up Stage;
- (7) review and approve (or reject) any additional costs that the Operator intends to be Operator Costs;
- (8) review and agree the rates for Discretionary Services set out in Schedule 7 for each Financial Year;
- (9) provide leadership, guidance and governance to ensure effective delivery of the Services;
- (10) provide guidance on the performance of the Services;
- (11) ensure that sufficient resources are allocated to the delivery of the Services;
- (12) resolve (where possible) matters referred to it by the representatives of both parties in accordance with the Agreement;
- (13) monitor and review the performance of the Agreement;
- (14) determine additional corrective actions where the performance of any part of the Agreement is determined to require significant improvement;
- (15) review and approve the calculation of the KPI Score for a Financial Year, as prepared by the Operator;
- (16) review and approve the calculation of the Residual Revenue to be retained by the Operator for a Financial Year, as prepared by the Operator;
- (17) discuss any potential Variations to the Agreement;
- (18) resolve disputes in accordance with clause 22 and resolve any other disputes that may arise;
- (19) perform any other functions agreed by the parties to be functions of the Alliance Board; and
- (20) perform any other functions contemplated by, or necessary to give effect to, the Agreement.

11.6 Replacement of representatives

- (1) Subject to clause 11.6(4), the Operator must ensure that its representatives on the Alliance Board remain appointed for the term of the Agreement.

- (2) If a representative of the Operator dies, cannot perform their role due to illness or stops being engaged by the Operator, the Operator must replace the representative with a person acceptable to the Shire (acting reasonably) by providing notice of the replacement to the Shire.
- (3) The Shire may replace its representatives on the Alliance Board by providing notice to the Operator.
- (4) If a representative of the Operator on the Alliance Board misses two consecutive meetings of the Alliance Board, the Shire may request that the Operator replace such representative.

11.7 Decisions

- (1) Subject to clauses 11.7(2) and 11.7(3), a decision of the Alliance Board must be agreed by a majority of the members of the Alliance Board at a meeting of the Alliance Board.
- (2) The following decisions of the Alliance Board must be agreed unanimously by all members of the Alliance Board at a meeting of the Alliance Board:

- (a) [•].

[Note to Tenderers: To be developed with the preferred Tenderer.]

- (3) The Alliance Board may discuss but cannot make a decision in respect of a Reserved Decision. The following matters are Reserved Decisions:
 - (a) decisions as to the amount of the gate fees and other charges to apply for disposal of waste at the Facility;
 - (b) the decision as to whether or not the Operator will be engaged to carry out the Services during the Operating Stage;
 - (c) decisions in respect of capital expenditure;
 - (d) approval of the Proposed Budget each Financial Year; and
 - (e) [•].

[Note to Tenderers: To be updated by the Shire during the course of negotiations.]

- (4) The Reserved Decisions may only be made by the Shire acting in its discretion.
- (5) Each party must comply with each decision of the Alliance Board, unless:
 - (a) doing so, would cause the party to contravene a Law or its constituent statute, constitution, memorandum or articles of association (as applicable); and
 - (b) the party provides written notice to the other party with details of the potential contravention.

12 Budget

- 12.1 On or before 1 February each year (including during the Ramp-up Stage), the Operator must submit a budget for the following Financial Year to the Alliance Board for approval (**Draft Budget**).
- 12.2 The Draft Budget submitted under clause 12.1 must be in the form, and contain all of the information set out in Schedule 6.
- 12.3 The Alliance Board must approve or reject the Draft Budget, or direct the Operator to amend the Draft Budget, within 10 Business Days of receipt of the Draft Budget from the Operator.
- 12.4 If the Alliance Board directs the Operator to amend the Draft Budget under clause 12.1, the Operator must make such amendments to the Draft Budget and provide it to the Alliance Board as soon as possible and in any event within 5 Business Days. The Alliance Board must decide whether to approve or reject such revised Draft Budget within 10 Business Days of receipt of the revised Draft Budget from the Operator.
- 12.5 If the Alliance Board approves the Draft Budget under clause 12.1 or 12.4 it will become a proposed budget (**Proposed Budget**). The Alliance Board must submit such Proposed Budget to the Shire for submission to the Shire's Chief Executive Officer for approval by no later than 1 April of the current Financial Year.
- 12.6 If the Shire approves the Proposed Budget, it will become an adopted budget for the relevant Financial Year (**Adopted Budget**).
- 12.7 The Operator may not make any amendments to the Adopted Budget without the prior written approval of the Alliance Board and the Shire.
- 12.8 If the Shire for any reason fails to approve a Proposed Budget, prior to the commencement of the Financial Year to which it relates, the Operator must, subject to any contrary direction of the Shire, perform the Services at levels comparable with the previous Financial Year's Adopted Budget until such time as an Adopted Budget for the current Financial Year is adopted.

13 Payment

- 13.1 Payment Claims and invoices by Operator
- (1) in respect of the Mandatory Services following an allocation by the Alliance Board in accordance with Schedule 4, if the Alliance Board has allocated a Shortfall Amount to the Operator, the Operator must submit an invoice to the Shire for the Shortfall Amount set out in the Alliance Board's allocation; and
 - (2) in respect of a Discretionary Service:
 - (a) at the times stated in the relevant Discretionary Service Direction, the Operator may submit a payment claim to the Shire in respect of Discretionary Services performed by the Operator to the date of the payment claim;
 - (b) if the time stated in the relevant Discretionary Service Direction falls due on a day which is not a Business Day, the Operator may submit the payment claim either on the Business Day before or the Business Day after that date;

- (c) if the Operator submits a payment claim early, the Operator's payment claim is deemed to have been submitted at the time stated in the relevant Discretionary Service Direction in that month;
- (d) if the Operator submits a payment claim late, the Operator's payment claim is deemed to have been submitted at the time stated in the relevant Discretionary Service Direction in the following month; and
- (e) in each payment claim, the Operator must include:
 - (i) the amount being claimed by the Operator and how it has been calculated;
 - (ii) a breakdown of the part or parts of the Discretionary Services performed in the period to which the payment claim relates; and
 - (iii) any other information required by the Shire at any time.
- (3) To the extent permitted by law, the inclusion of the information and documents set out in clauses 13.1(1) and 13.1(2) is a condition precedent to the validity of the invoice and/or payment claim and to the Operator's entitlement to payment.
- (4) The Shire may request additional information in respect of any payment claim (valid or otherwise) and the Operator must promptly provide that additional information. The provision of the additional information does not validate an invalid payment claim unless expressly confirmed by the Shire (who is under no obligation to do so).
- (5) Despite any other provision in the Agreement, to the extent permitted by law, the Operator is not entitled to and must not include in any payment claim:
 - (a) any claim for a Variation or any other claim under or in connection with the Agreement or the Services which may result in any additional payment; or
 - (b) any claim for damages for a breach of contract, pursuant to quasi-contract, in tort (including negligence), for unjust enrichment, under quantum meruit or pursuant to any other principle of law or equity;

unless the Operator has complied with any requirements set out under the Agreement relating to the claim and the amount claimed has been agreed between the Operator and the Shire or resolved in accordance with clause 22.

13.2 **Payment Certificate**

- (1) Within 10 Business Days after receipt of a payment claim submitted in accordance with clause 13.1, the Shire must give the Operator a payment certificate which states:
 - (a) the payment claim to which the payment certificate relates;
 - (b) the amount claimed by the Operator as payable as at the date of the payment claim;
 - (c) the amount the Shire is entitled to retain, deduct, withhold or set off under this Agreement;
 - (d) the amount which the Shire believes to be then payable by the Shire to the Operator, or by the Operator to the Shire, on account of this Agreement

and otherwise under this Agreement and which the Shire proposes to pay to, or requires be paid by, the Operator; and

- (e) if the amount in clause 13.2(1)(d) is less than the amount claimed in the payment claim:
 - (i) the reason why the amount in clause 13.2(1)(d) is less than the amount claimed in the payment claim; and
 - (ii) if the reason for the difference is that the Shire has retained, deducted, withheld or set off payment for any reason, the reason for the retention, deduction, withholding or setting off.
- (2) The Shire may issue a further payment certificate correcting any error discovered in any previous payment certificate or modifying any previous payment certificate issued by it, including as a result of information received from the Operator pursuant to clause 13.1(2)(e)(iii).
- (3) If the Operator fails to make a payment claim in accordance with this Agreement, the Shire may nevertheless issue a payment certificate under clause 13.2(1).

13.3 Invoices by Shire

Following an allocation by the Alliance Board in accordance with Schedule 4, the Shire may submit an invoice to the Operator in accordance with the written notice provided by the Alliance Board stating the amount owed by the Operator to Shire as at the date of the invoice.

13.4 Payment

Within the period stated in the Agreement Details the Shire must pay to the Operator or the Operator must pay to the Shire (as the case may be):

- (1) the amount shown in the payment certificate as due to the Operator; and/or
- (2) the amount shown in an invoice as due to the Shire or Operator (as the case may be).

13.5 Electronic funds transfer

- (1) The Shire will make payment to the Operator by electronic funds transfer into the Operator's bank account notified by the Operator to the Shire from time to time.
- (2) The Operator will make payment to the Shire by electronic funds transfer into the relevant bank accounts notified by the Shire to the Operator from time to time.

13.6 Effect of payment certificate and payment

- (1) The issue of a payment certificate by the Shire or any payment made by the Shire to the Operator:
 - (a) is not evidence that the Services have been satisfactorily completed by the Operator;
 - (b) will not constitute approval of any Services and will not prejudice any claim by the Shire; and

- (c) is not evidence of the value of the Services and is a payment on account only.
- (2) Any payment made by the Operator to the Shire:
 - (a) is not evidence that the Services have been satisfactorily completed by the Operator; and
 - (b) will not constitute approval of any Services and will not prejudice any claim by the Shire.

13.7 Set-off

- (1) Despite any other provision of the Agreement and without limiting the Shire's other rights and remedies, the Shire may at any time, and from time to time, deduct or set off from either or both of:
 - (a) any money payable by the Shire to the Operator under the Agreement; and/or
 - (b) the Bank Guarantee or retained Residual Revenue in accordance with clause 9;

any money due or claimed to be due from the Operator to the Shire whether under or in connection with the Agreement or otherwise, including:

 - (c) to the extent permitted by law, any amount payable to or allowable in favour of the Shire by way of liquidated damages;
 - (d) any amount which the Operator owes to the Shire (whether or not the amount is expressed to be a debt due from the Operator to the Shire or is an amount in respect of which the Operator indemnifies the Shire); and
 - (e) any other loss, cost, expense or damage suffered or incurred by the Shire in respect of which the Operator is or may be liable to the Shire.
- (2) The Operator may not deduct or set off from any money payable by the Operator to the Shire under the Agreement, any money due or claimed to be due from the Shire to the Operator whether under or in connection with the Agreement or otherwise.

14 Variations

14.1 Variation Directions

- (1) The Operator must not vary the Services unless it has received a written direction entitled "Variation Direction" from the Shire, which also specifies whether the Variation Direction relates to a Mandatory Service or Discretionary Service.
- (2) The Shire may give a Variation Direction to the Operator at any time before the End Date.
- (3) The Operator must comply with a Variation Direction even if agreement has not been reached on the valuation of the Variation.
- (4) No Variation will arise solely by reason of the development of any detailed drawings, specifications or the issue of directions necessary for the proper performance of the Services or otherwise in respect of any work which is necessary for the satisfactory

and efficient carrying out by the Operator of the Services, or which is generally provided in accordance with accepted building practices.

- (5) No Variation will invalidate the Agreement.
- (6) To the extent permitted by law, the Operator has No Claim in connection with any variation for which the Operator did not receive a Variation Direction.

14.2 Proposed Variations

- (1) The Shire may give the Operator written notice of a proposed Variation at any time before the End Date and will specify whether the Variation Direction is in respect of a Mandatory Service and/or a Discretionary Service.
- (2) In relation to a Variation Direction in respect of a Mandatory Service:
 - (a) Within 5 Business Days after receipt of a notice from the Shire under clause 14.2(1), the Operator must notify the Shire of the following:
 - (i) the effect (if any) which the Operator anticipates that the proposed Variation will have on the time for performing the Mandatory Services;
 - (ii) a detailed estimate of the cost of the proposed Variation;
 - (iii) responses to any queries raised by the Shire in respect of the proposed Variation; and
 - (iv) any other relevant information relating to carrying out the proposed Variation.
 - (b) The Operator is not entitled to any additional payment for the time and work involved in preparing notices under clause 14.2(2)(a).
 - (c) Within 10 Business Days after receipt of the Variation valuation issued under clause 14.2(2)(a), the Shire must (in its discretion):
 - (i) issue a Variation Direction under clause 14.1;
 - (ii) notify the Operator that it does not agree with the Variation valuation and issue a Variation Direction under clause 14.1, in which case the value of the Variation will be determined under clause 14.3;
 - (iii) notify the Operator that it does not wish to proceed with the proposed Variation; or
 - (iv) otherwise direct the Operator how to proceed.
- (3) In relation to a Variation Direction in respect of a Discretionary Service:
 - (a) Within 5 Business Days after receipt of a notice from the Shire under clause 14.2(1), the Operator must notify the Shire whether or not the proposed Variation can be effected.
 - (b) If the proposed Variation can be effected, the Operator must include the following details in its notice under clause 14.2(3)(a):

- (i) the effect (if any) which the Operator anticipates that the proposed Variation will have on the time for performing the Discretionary Services;
 - (ii) a detailed estimate of the cost of the proposed Variation;
 - (iii) responses to any queries raised by the Shire in respect of the proposed Variation; and
 - (iv) any other relevant information relating to carrying out the proposed Variation.
- (c) If the proposed Variation cannot be effected, the Operator must give detailed reasons in its notice under clause 14.2(3)(a).
 - (d) The Operator is not entitled to any additional payment for the time and work involved in preparing notices under clause 14.2(3)(a).
 - (e) Within 10 Business Days after receipt of a Variation valuation issued under clause 14.2(3)(b), the Shire must (in its discretion):
 - (i) issue a Variation Direction under clause 14.1;
 - (ii) notify the Operator that it does not agree with the Variation valuation and issue a Variation Direction under clause 14.1, in which case the value of the Variation will be determined under clause 14.3;
 - (iii) notify the Operator that it does not wish to proceed with the proposed Variation; or
 - (iv) otherwise direct the Operator how to proceed.

14.3 Valuation of Variations

- (1) Subject to clause 14.1(6), any Variation under the Agreement will be valued in accordance with this clause 14.3.
- (2) In relation to a Variation Direction in respect of a Mandatory Service or Discretionary Service, the Shire will determine the value of a Variation in accordance with the following order of precedence:
 - (a) agreement of the parties, including any pre agreed prices in the Agreement for the particular Mandatory Service or Discretionary Service;
 - (b) if the Agreement includes a schedule of rates for the purposes of valuing Variations, those rates will be used to the extent applicable; or
 - (c) to the extent that clause 14.3(2)(a) and 14.3(2)(b) do not apply, reasonable rates and values will be used.

14.4 Operator's claim for a Variation

- (1) If the Operator considers that it has been required to carry out a Variation (whether as a result of a direction from the Shire or the Shire's Representative or any other event) but the Shire has not given it a written direction in the form of a Variation Direction, the Operator must, within 7 Business Days after receipt of the direction or that other event, notify the Shire in writing of:

- (a) the Operator's opinion that the work involves a Variation which should have been directed in the form of a Variation Direction;
 - (b) the reasons for its opinion; and
 - (c) the matters set out in clause 14.2(2)(a) and 14.2(3)(b) (as applicable).
- (2) In response to a written notice by the Operator under clause 14.4(1), the Shire may (in its discretion):
 - (a) confirm that the work involves a Variation and issue a Variation Direction;
 - (b) withdraw the direction; or
 - (c) confirm the direction and notify the Operator that the direction is not a Variation Direction.
- (3) Despite any other provision of the Agreement, to the extent permitted by law, if the Operator does not strictly comply with clause 14.4(1), then the Operator will have no entitlement to subsequently maintain that the work carried out was a Variation that should have been directed in the form of a Variation Direction, and will have No Claim arising out of or in connection with the direction or other event or any extra work performed as a consequence.

14.5 Reduction of Services

If any part of the Services is reduced or omitted by a Variation, the Shire may retain or arrange for others to carry out the reduced or omitted parts of the Services. Nothing referred to in this clause 14.5 constitutes grounds to allege that the Shire has wrongly repudiated the Agreement.

15 Capital Works

15.1 General

- (1) In addition to the provision of the Services, the Shire may, in its discretion, from time to time, invite the Operator to tender for Capital Works. If the Shire requests the Operator to perform Capital Works, the Shire will issue a Notice to Proceed and this clause 15 will apply and the Capital Works will form part of this Agreement.
- (2) Any Capital Works performed by the Operator at the request of the Shire will be performed in accordance with this Agreement and the following principles, unless otherwise decided by the Shire (in its discretion):
 - (a) the Operator will be required to cover the up-front payment of the Capital Works;
 - (b) the cost of such Capital Works will be apportioned over the remaining term of the Agreement and repaid to the Operator;
 - (c) once completed the Capital Works will form part of the Facility and title will vest in the Shire; and
 - (d) the Capital Works must be performed to the standard, and in accordance with the terms and conditions, reasonably requested by the Shire and to the satisfaction and approval of the Shire.

- (3) The Operator may, in its discretion, from time to time, propose to perform Capital Works. If the Shire accepts the Operator's proposal to perform Capital Works, the Shire will issue a Notice to Proceed and this clause 15 will apply and the Capital Works will form part of this Agreement.
- (4) Any Capital Works proposed by the Operator and accepted by the Shire will be performed in accordance with this Agreement and the following principles, unless otherwise decided by the Shire (in its discretion):
 - (a) the Operator will be required to cover all payment of the Capital Works;
 - (b) the cost of such Capital Works will not be repaid to the Operator;
 - (c) once completed the Capital Works will form part of the Facility and title will vest in the Shire; and
 - (d) the Capital Works must be performed to the standard, and in accordance with the terms and conditions, reasonably requested by the Shire and to the satisfaction and approval of the Shire.

15.2 Capital Works Request by Shire

- (1) If the Capital Works have not already been included as Discretionary Services in the Technical Specification, the Shire may request that the Operator prepare a Capital Works Valuation for the performance of Capital Works from time to time before the expiry of the Term (**Capital Works Request**).
- (2) Within 30 Business Days of receipt of the Capital Works Request from the Shire under clause 15.2(1) (or such other time specified in the Capital Works Request or agreed between the Parties) the Operator must provide a Capital Works Valuation to the Shire.
- (3) The Capital Works Valuation provided under clause 15.2(2) must be in the form, and include any other information that, the Shire has requested.

15.3 Capital Works Proposal by Operator

- (1) The Operator may provide a proposal to the Shire to perform Capital Works, such proposal must set out the details of the Capital Works to be performed and the aggregate cost to perform the Capital Works which will be borne by the Operator (**Capital Works Proposal**).
- (2) The Operator must provide any other information that the Shire has requested in respect of the Capital Works Proposal.

15.4 Notice to Proceed

- (1) If the Shire accepts a Capital Works Valuation or a Capital Works Proposal by notice in writing to the Operator, the Shire will issue a Notice to Proceed to the Operator and the Operator must complete the Capital Works in accordance with the Notice to Proceed.
- (2) The Operator must confirm acceptance in writing of the Notice to Proceed issued by the Shire under clause 15.4(1) by signing and returning the Notice to Proceed to the Shire as soon as practicable.
- (3) No Notice to Proceed will have the effect of varying the terms of this Agreement.

15.5 Operator acknowledgements

- (1) The Operator acknowledges that:
 - (a) the Shire is not obliged to issue any Capital Works Requests or Notices to Proceed to the Operator;
 - (b) the Operator is not obliged to issue any Capital Works Proposals to the Shire;
 - (c) the Shire has not made any representation that the Operator will be required to perform any Capital Works;
 - (d) the Shire may, or may engage other contractors to, complete works of the same nature as the Capital Works on the Site and/or Facility, including by issuing a request for tenderer in respect of such works; and
 - (e) the Shire may elect to engage the Operator to perform Capital Works under a separate contract, rather than issuing a Notice to Proceed.
- (2) Without limiting clause 15.5(1), if the Shire does not issue a Notice to Proceed in accordance with clause 15.4(1), then:
 - (a) no obligation will have arisen on the Shire to require the performance of any Capital Works or on the Operator to perform any Capital Works; and
 - (b) neither party is entitled to make any Claim against the other party arising out of or connected with any Capital Works Valuation, Capital Works Request, Capital Works Proposal or Notice to Proceed, or the lack of Capital Works Valuation, Capital Works Request, Capital Works Proposal or Notice to Proceed.

16 Personnel

16.1 Shire's Representative

- (1) The Shire must appoint a representative who is authorised to give directions to the Operator in relation to the Services.
- (2) The Operator must:
 - (a) give the Shire's Representative access to the Facility and the Services (and any other place where Services are being carried out or materials are being prepared or stored); and
 - (b) promptly comply with any direction given by the Shire's Representative.
- (3) The Shire must ensure that:
 - (a) the Shire's Representative acts within the times required under the Agreement or, if no time is stated in the Agreement, within a reasonable time; and
 - (b) where under the Agreement the Shire's Representative is required to certify, assess, price, measure or value work, quantities or time, the Shire's Representative acts reasonably.

16.2 Operator's Representative

- (1) The Operator must appoint and ensure that there is an Operator's Representative present on the Facility (and any other place where the Services are being carried out) to personally superintend the execution of the Services.
- (2) The Operator must ensure that the Operator's Representative is contactable by telephone at all times while the Operator is responsible performing the Services, including outside of working hours to deal with emergencies.
- (3) If the Shire reasonably objects to the appointment of an Operator's Representative, the Operator must terminate the appointment and appoint a new Operator's Representative within 10 Business Days of such objection.
- (4) The Operator must promptly notify the Shire in writing of any change in the Operator's Representative's details.
- (5) Any directions given by the Shire to the Operator's Representative are deemed to also be given to the Operator.
- (6) Anything within the Operator's Representative's knowledge is deemed to be within the Operator's knowledge.

16.3 Operator's Key Personnel

- (1) The Operator must ensure that the Key Personnel:
 - (a) are employed in the roles specified in the Agreement Details;
 - (b) remain employed in those roles at all times until the End Date; and
 - (c) are available at all such times as necessary to duly and properly perform the relevant roles specified in the Agreement Details.
- (2) The Operator warrants that each Key Personnel (and any replacement Key Personnel) has the experience and skill to, and will perform the relevant role specified in the Agreement Details.
- (3) The Operator must immediately notify the Shire if a Key Personnel becomes seriously ill, dies, retires or resigns.
- (4) The Operator must obtain the prior written approval of the Shire (not to be unreasonably withheld) before replacing any Key Personnel. The Operator must ensure that any replacement Key Personnel have the same or better skills, experience and level of authority as the person being replaced and must provide the Shire with details of any replacement Key Personnel.

16.4 Industrial Relations

- (1) The Operator must do all acts, matters and things necessary on its part to:
 - (a) ensure that a good industrial climate is maintained on the Facility; and
 - (b) ensure that all Subcontractors and consultants engaged in the execution of the Services co-operate in maintaining a good industrial climate on the Facility.

- (2) Without restricting the generality of the Operator's obligations under clause 16.4(1), the Operator must ensure that:
 - (a) all relevant awards and industrial and workplace agreements are adhered to;
 - (b) good safety practices in accordance with relevant Laws, awards and procedures contained in the relevant industry agreements are maintained; and
 - (c) industrial relations on the Facility are professionally managed.
- (3) Without limiting this clause 16.4, the Operator is solely responsible for industrial relations affecting the Facility or the Services.

16.5 Payment of allowances

- (1) The Operator must make all contributions and payments to any scheme for superannuation, long service leave, redundancy or the like as required by Law, or any union or award requirements.
- (2) The Operator is responsible for the payment of any required PAYG tax, fringe benefit tax, payroll tax and other statutory charges and must deduct and remit tax to or regarding any of its employees who have at any time been employed by the Operator to undertake Services.

16.6 Power to remove Operator's Personnel

- (1) The Shire's Representative may direct the Operator to remove or have removed from the Facility or from any activity connected with the Services, within such time as the Shire's Representative directs, any of the Operator's Personnel who, in the reasonable opinion of the Shire, is unsuitable to perform the Services.
- (2) Any person the subject of clause 16.6(1) must not subsequently be employed on the Facility or on activities connected with the Services without the prior approval in writing of the Shire's Representative.
- (3) The Operator is not entitled to any payment in respect of the replacement of such a person.

16.7 Qualifications of employees

- (1) The Operator must only employ or engage (as the case may be) in activities connected with the Services, persons who or Subcontractors that are careful, skilled, experienced and where required, qualified in their respective trades and professions.
- (2) As and when required by the Shire's Representative, the Operator must submit records showing full details of the names of employees, their classification by way of profession, trade, or function, hours worked per day including ordinary hours and overtime hours and all details concerning absences from work for all persons employed or engaged (as the case may be) in connection with the Services by the Operator and all Subcontractors.
- (3) The Operator, prior to employing any personnel or Subcontractors in the performance of the Services and as and when required by the Shire's Representative, must give full details of all qualifications, training and experience of any person or Subcontractor employed or engaged (as the case may be) in connection with the Services by the Operator or any Subcontractor or otherwise

provide any information requested by the Shire's Representative necessary to verify the qualifications of any such person or Subcontractor. The Shire may, after reviewing a person or Subcontractor's credentials and acting reasonably, direct the Operator not to employ that person or Subcontractor on the Facility or on activities connected with the Services and the Operator must comply with that direction.

- (4) The Shire's Representative may, at any time and from time to time during execution of the Services, direct that any persons or Subcontractors employed or engaged (as the case may be) in connection with the Services be examined and/or tested as to their competence to perform their duties. Where the Shire's Representative gives such a direction, the Operator must make available or cause to be made available such persons or Subcontractors for examination and/or testing.
- (5) When the Shire's Representative or other person approved by the Shire's Representative has completed the examination or testing or the examination and testing, as the case may be, the Shire's Representative must advise the Operator of the results as soon as practicable.
- (6) If an examination and/or test of a person or Subcontractor under this clause produces results which the Shire's Representative considers to verify that person's competence for the relevant duties, then the Shire must bear the cost of such examination and/or test but otherwise the Operator must bear such cost.

16.8 Other contractors

- (1) The Shire may arrange for other contractors to execute work on the Site and/or Facility concurrently with the execution of the Services by the Operator.
- (2) The Operator must as far as practically possible, cooperate with any other contractors to ensure the coordination of the work undertaken by the other contractors with the execution of the Services by the Operator.
- (3) The Operator will have No Claim by reason of other contractors performing work on the Site and/or Facility.

17 Directions, approvals and consents

17.1 The Shire's directions

- (1) The Shire may give the Operator any direction (orally or in writing) which it considers is required in relation to the Services or any of the other Operator's obligations.
- (2) If the Operator requests in writing the Shire to confirm any oral direction in writing, the Shire must do so as soon as practicable.
- (3) The Operator must comply with any direction given by or on behalf of the Shire.
- (4) If the Operator considers that any direction of the Shire (other than a direction in respect of a Variation or a proposed Variation) is given in error or the Operator has any objection of any kind to any direction, then the Operator must promptly notify the Shire in writing before complying with the direction. This notice must state the basis upon which the Operator considers the direction was given in error or in other objection.
- (5) The Shire may request further information if the Shire considers that the Operator's notice under clause 17.1(4) is not sufficient to enable the Shire to properly understand the basis or extent of the Operator's opinion. The Operator must

provide the further information within the time specified by the Shire, or if no time is specified, within 5 Business Days after the request is made.

(6) Within 10 Business Days after the later of receipt by the Shire of:

- (a) the notice from the Operator under clause 17.1(4); and
- (b) further information requested by the Operator under clause 17.1(5) (as applicable);

the Shire may withdraw or confirm the direction previously given by it. If the Shire confirms the direction, the Operator must comply with that direction in accordance with the Agreement. If the Shire does not confirm the direction within this period, the direction is taken to be withdrawn.

(7) If the Operator does not notify the Shire in writing (either under this clause 17.1(4) or where relevant under clause 14.4) within 10 Business Days after receipt of any direction by the Shire, then the Operator will be taken to have waived any objection to the direction and to have accepted it and will have No Claim arising out of or in any way connected with the direction or its subject matter.

17.2 Failure to comply with the Shire's direction

If the Operator does not comply with a direction given by the Shire under or in connection with the Agreement then:

- (1) the Shire may issue a notice to the Operator requiring compliance with the direction within 10 Business Days;
- (2) if the Operator does not comply with the notice issued under clause 17.2(1), then the Shire may employ and pay others to execute any work of any kind which may be necessary to give effect to the direction of the Shire;
- (3) subject to clause 17.2(4), all costs and expenses and any loss or damage properly incurred by the Shire in so doing will be a debt due from the Operator to the Shire;
- (4) where the Shire, has pursuant to clause 17.2(2), employed others to execute a direction, then the amount due from the Operator to the Shire under clause 17.2(3) will be limited to the amount which exceeds the amount which would have been payable by the Shire to the Operator under clause 13 of the Agreement, had that work been performed by the Operator in accordance with the requirements of the Agreement; and
- (5) the Operator remains liable for and responsible to the Shire for the work executed by others as if the work had been executed by the Operator pursuant to the Agreement.

17.3 Approvals and consents

- (1) The Shire may conditionally or unconditionally give or withhold its approval or consent in its discretion unless the Agreement expressly provides otherwise.
- (2) Any approval or consent given by the Shire under the Agreement does not:
 - (a) diminish or extinguish any of the obligations of the Operator under the Agreement;

- (b) affect any warranty given or required to be given by the Operator under the Agreement; or
- (c) operate as a waiver by the Shire of any right of the Shire under the Agreement or at law.

18 Work Health and Safety

18.1 Concurrent work health and safety obligations of the Operator

The Operator must, so far as is reasonably practicable, provide and maintain a working environment that is safe and without risk to health for persons carrying out or affected by the Services.

18.2 Health and safety compliance

The Operator:

- (1) must comply with all relevant Safety Legislation and Safety Requirements;
- (2) must comply with the Occupational, Health and Safety Plan, which must be updated and approved by the Alliance Board at least annually;
- (3) warrants that it is familiar with and has the capability and resources to comply with all relevant Safety Legislation and Safety Requirements;
- (4) warrants that it has policies, practices and procedures in place aimed at creating a culture of compliance and eliminating, so far as reasonably practicable, implicit authorisation of non-compliance;
- (5) must perform all relevant functions and fulfil all relevant duties under all relevant Safety Legislation of an employer or otherwise applicable to the role of the Operator; and
- (6) must (and must ensure that all Subcontractors) at all times identify and exercise all necessary precautions for the health and safety of all persons including its employees, all Subcontractor's employees, the Shire's Personnel and members of the public who may be affected by any Services.

18.3 Control and management of risks

- (1) The Operator has, and must maintain, the sole management and control of:
 - (a) the Facility (and must ensure that the Facility and the means of entering and leaving the Facility are at all times safe and without any risk to health);
 - (b) the manner in which the Services are carried out and completed; and
 - (c) all matters arising from or connected with the carrying out and completion of the Services that give rise or may give rise to any risk to health or safety.
- (2) The Operator must:
 - (a) before carrying out any of the Services, undertake an assessment of the risks associated with carrying out the Services and identify and implement appropriate measures to control all such risks;

- (b) provide details of the Occupational, Health and Safety Plan as detailed in the Technical Specification and evidence of implementation of adequate risk control measures to the Shire in accordance with any reasonable request by the Shire;
- (c) ensure that all Operator's Personnel and others over whom it is capable of exercising control, perform the Services in a safe manner and in compliance with all obligations imposed by Safety Legislation on the Operator;
- (d) not do anything or fail to do anything that would or would be likely to cause the Shire to be in breach of the Safety Legislation; and
- (e) provide evidence when requested by the Shire's Personnel that the Operator and the Operator's Personnel hold the registrations, licences, permits or certificates of competency that they are required by Law to hold as a condition for operating equipment or performing the Services.

18.4 Appointment unaffected

The Operator acknowledges that it has the responsibility and authority for the management and control of the matters referred to in clause 18.3 and the Operator's responsibility and authority remains unaffected despite any approval, authorisation, direction, instruction, order, permission, request or requirement of the Shire or the operation of any other clause of the Operator.

18.5 Consulting, co-operation and co-ordination

The Operator must so far as is reasonably practicable consult, co-operate and co-ordinate activities with the Shire, any suppliers or contractors or other persons engaged in or associated with the Services:

- (1) to achieve effective co-ordination of activities to ensure optimal health and safety risk management; and
- (2) to enable the Shire and the Operator and other relevant parties to comply with their respective obligations under all relevant Safety Legislation.

18.6 Operator's reporting obligations

The Operator must:

- (1) immediately notify the appropriate Authority of any Notifiable Incident;
- (2) immediately notify the Shire of any Notifiable Incident (whether or not there is an injury), any accident, injury, property or environmental damage which occurs during the carrying out, of or is associated with, any part of the Services. The Operator must, as soon as reasonably possible, provide a written report to the Shire containing complete details of the incident, including the result of any investigation into its cause and any recommendation or strategy for prevention of a recurrence;
- (3) immediately notify the Shire and the Shire of any direction or notice of any Authority, having jurisdiction in relation to health and safety, provided to the Operator or issued in relation to the Services. The Operator must, within 24 hours of receipt, provide a copy to the Shire;
- (4) immediately advise the Shire in writing of any act, fact or circumstance associated with the activities of the Operator, or any other person relevant to the ability of the

Operator to carry out the Services in a manner that is safe and without any risk to health;

- (5) provide the Shire with reasonable assistance (including access to relevant documents and the Operator's employees) in investigating any such incident if requested to do so by the Shire; and
- (6) maintain records and make reports concerning the health, safety and welfare of people, and damage to property, as the Shire's Personnel reasonably require.

18.7 Operator provision of information

- (1) The Operator must ensure that the Operator's Personnel:
 - (a) obtain and consider information on the requirements for safe use of, and the risk to health and safety of all persons from plant or substances supplied, under the Agreement or used for the purpose of carrying out the Services;
 - (b) as far as reasonably practicable, supply those persons using or exposed to such plant or substances with adequate health and safety information concerning the plant or substances; and
 - (c) ensure that any such plant or substances are safe when properly used or stored.
- (2) The Operator must at all times inform the Shire of all relevant information which becomes known to the Operator (or the Operator's Personnel) concerning the safe use, supply, maintenance or storing of the plant or substances supplied under the Agreement or used for the purpose of carrying out the Services. The Operator must also inform the Shire in relation to such plant and substances as required by Safety Legislation.

19 Policies

- (1) The Operator and the Operator's Personnel must at all times comply with the Policies (including all drug and alcohol, health, safety and environment policies).
- (2) If any applicable Law provides for a different standard or quality to the Policies the Operator must comply with the more stringent standard or quality.

20 Environment

20.1 General undertakings

The Operator must:

- (1) carry out the Services in an environmentally responsible manner;
- (2) not Contaminate the Site, the ground water beneath the Site or any land or ground water adjacent to the Site or otherwise cause the Environment to be Contaminated;
- (3) comply, and ensure that the Operator's Personnel comply, at all times with all relevant Laws, policies, guidelines and codes of practice relating to the protection and preservation of the Environment;

- (4) before beginning the Services, submit for the Alliance Board's approval an Operational and Environmental Management Plan which, as a minimum requirement, must:
 - (a) identify procedures to determine those aspects of the Operator's activities which have or may have a significant impact on the Environment;
 - (b) determine environmental management principles and implement and maintain suitable control measures in relation to those aspects of its activities which have, or may have, a significant impact on the Environment;
 - (c) demonstrate the Operator's ability to comply with clause 20.1(3); and
 - (d) detail a remediation plan to be implemented in the event of Contamination of the Site;
- (5) cause each of the Operator's Personnel who enter the Site to attend a safety and environmental induction to ensure that they are thoroughly inducted on Site safety procedures and the environmental management principles of the Site; and
- (6) take all action necessary to protect and preserve the Environment from Contamination arising from or in connection with the carrying out of the Services.

20.2 Contamination

- (1) The Shire is liable for all Contamination other than Contamination caused or contributed to by an act or omission of the Operator or the Operator's Personnel, including any Contamination in any waste collected by the Shire. The Operator is liable for all Contamination caused or contributed to by an act or omission of the Operator or the Operator's Personnel.
- (2) The Operator must:
 - (a) immediately notify the Shire of all environmental incidents which occur on the Site or in the vicinity of the Site. For the purposes of this clause 20.2(2), an environmental incident includes:
 - (i) any Contamination (whether caused by the Operator, Operator's Personnel or otherwise);
 - (ii) any act or omission (whether of the Operator or otherwise) which is or has the potential to be in breach of any Law or which results in an adverse impact on the Environment; or
 - (iii) any event arising out of, or as a consequence of, the carrying out of the Services, which results or may result in an adverse impact on the Environment; and
 - (b) provide all assistance reasonably requested by the Shire to conduct an investigation to determine the cause of the environmental incident.
- (3) The Operator must clean up any waste and make good any Contamination (whether caused by the Operator, Operator's Personnel or otherwise).
- (4) The Operator must provide to the Shire's satisfaction, details of any remediation of the Site or land adjacent to the Site required for or resulting from the carrying out of

the Services, including any remediation of the Site required by any Authority having jurisdiction in connection with the Site or the carrying out of the Services.

20.3 Indemnities

The Operator must to the maximum extent permitted by law, indemnify and keep indemnified the Shire and Shire's Personnel against all claims, demands, actions and costs (including legal costs), charges, expenses, damages, penalties, loss or other liability (including the making good of Contamination or defending claims in respect of Contamination or related environmental issues) arising from or contributed to by the Operator's breach of its obligations under this clause 20.

21 Confidentiality

21.1 Confidential Information

The Operator must, and must ensure that the Operator's Personnel must:

- (1) ensure that all documents to which the Shire or the Operator is a party are kept confidential; and
- (2) not make or permit any party to make any public announcement or other disclosure of or in relation to:
 - (a) this Agreement; or
 - (b) the Services,without the prior written consent of the Shire, except to the extent that the disclosure or announcement is required:
 - (c) by Law;
 - (d) by the listing rules of Australian Stock Exchange Limited or any other stock exchange; or
 - (e) to perform the Services.

21.2 Indemnity

- (1) The Operator acknowledges that any breach of clause 21.1 may result in the Shire suffering damage or incurring liability.
- (2) The Operator indemnifies the Shire against all loss or damage whatsoever that the Shire may sustain or incur, to the extent that the loss or damage is caused or contributed to by the Operator or its employees, agents or subcontractors, as a result, whether directly or indirectly, of clause 21.1.

21.3 Damages not a sufficient remedy

The Operator acknowledges that damages are not a sufficient remedy for the Shire for any breach of clause 21.1 and the Shire is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any such breach or threatened breach, in addition to any other remedies available at Law or in equity to the Shire.

21.4 Media releases

The Operator, Operator's Representatives and Operator's Personnel must not in any way release information or statements to the media or to the public concerning the Agreement, the Services or the Shire, unless the Shire has given prior written consent, such consent may be subject to conditions.

21.5 Freedom of Information Act

- (1) The Operator acknowledges that the Shire is subject to the FOI Act, and that the Agreement or any documents in connection with the Agreement or the Services may become the subject of an application under the FOI Act, and access may need to be given to a third party in accordance with the FOI Act.
- (2) The Operator has No Claim arising out of or in connection with the Shire providing access to any document under the FOI Act.

22 Dispute resolution

22.1 Notice of Dispute

If a dispute arises in connection with the Agreement, a party to the dispute must give the other party and the Shire written notice specifying the dispute and requiring its resolution under this clause 22 (**Notice of Dispute**).

22.2 Compulsory Conferences

- (1) If the dispute is not resolved within 5 Business Days after the Notice of Dispute is given, representatives of the Shire and the Operator must confer to try to resolve the dispute.
- (2) If the dispute is not resolved within 10 Business Days of the conferral pursuant to clause 22.2(1), both parties must provide details of the dispute to the Alliance Board. The Alliance Board must meet within 10 Business Days to try to resolve the dispute.

22.3 Litigation

Subject to clause 22.4, neither party may initiate litigation in connection with the Services or the Agreement unless they have first complied with clause 22.1 and 22.2 in relation to the dispute or difference which is the subject of the litigation.

22.4 Summary relief

This clause 22 does not prevent either party from instituting proceedings to enforce payment due under clause 13 or to seek urgent injunctive or declaratory relief in respect of a dispute or difference arising under the Agreement.

22.5 Continuing obligations

- (1) Despite the submission of a dispute to litigation under this clause 22, the parties must continue to perform their obligations under the Agreement.
- (2) This clause 22 continues in force even where the Agreement has been fully performed, terminated or rescinded or where all or any of the parties have been discharged from the obligation to perform the Agreement for any reason.
- (3) This clause 22 applies even where the Agreement is otherwise void or voidable.

23 Force Majeure

23.1 Force Majeure Event

- (1) If a party (**Affected Party**):
 - (a) is prevented from or delayed in performing an obligation (other than to pay money) by a Force Majeure Event;
 - (b) as soon as possible after the Force Majeure Event occurs, notifies the other party of full particulars of:
 - (i) the Force Majeure Event;
 - (ii) the effect of the Force Majeure Event on performance of the Affected Party's obligations;
 - (iii) the anticipated period of delay; and
 - (iv) the action (if any) the Affected Party intends to take to mitigate or remove the effect and delay; and
 - (c) promptly and diligently acts to mitigate or remove the Force Majeure Event and its effect;then:
 - (d) the obligation is suspended during, but for no longer than, the period the Force Majeure Event continues and such further period as is reasonable in the circumstances; and
 - (e) if the Affected Party is prevented from or delayed in performing the obligation by the Force Majeure Event for at least 180 days, any party may by notice to the other party terminate this Agreement.
- (2) The party which is not the Affected Party must use reasonable endeavours to remove or mitigate the Force Majeure Event and its effects.
- (3) Nothing in clause 23.1(1)(c) or clause 23.1(2) obliges either party to settle any strike, lockout, ban, limitation of work or other industrial disturbance.

24 Suspension

- 24.1 The Shire may at any time and from time to time, in its discretion, direct the Operator to:
- (1) suspend the performance of all or part of any activity or activities in relation to the Services; or
 - (2) suspend access to all or any part of the Facility; or
 - (3) recommence the performance of any activity suspended under clause 24.1(1) and revoke any suspension under clause 24.1(2).
- 24.2 If the suspension under clause 24.1 was due to the Operator's failure to perform any of the Services, the Operator will not be entitled to make any Claim on the Shire arising out of or in connection with the suspension.

- 24.3 If the suspension under clause 24.1 was not due to the matters referred to in clause 24.2, the Operator's only entitlement is to receive payment of the reasonable Direct Costs actually and reasonably incurred and duly substantiated by the Operator as a direct result of the suspension.

25 Quality

The Quality Management Plan must be:

- (1) in accordance with the Technical Specification and the Shire's reasonable requirements, including being consistent with AS 9001; and
- (2) approved by the Shire.

26 Step-in

26.1 Step-in Rights

- (1) The Shire has the right to take over or assume (either directly or by engaging a third party) full or partial control of the Site and performance of the Services on a temporary basis (**Step-In Rights**) if any of the following events occur:
 - (a) the Operator suffers an Insolvency Event;
 - (b) the Operator commits a breach of the Agreement; or
 - (c) the Shire reasonably forms the opinion that, unless the Shire exercises some or all of its rights under this clause, there is or is likely to be a risk to health, safety, the environment or the Facility, or damage to the Shire's reputation.
- (2) The Shire's Step-In Rights include the right to take control and supervision of the Operator's Personnel and all costs and expenses properly incurred by the Shire in so doing will be a debt due from the Operator to the Shire.
- (3) The Shire's exercise of its Step-in Rights does not operate to waive or in any way diminish the Shire's right to terminate this Agreement under clause 27.2 and 28.
- (4) The Shire may exercise its Step-in Rights without prior notice to the Operator but the Shire will, if reasonably practical to do so, give prior notice to the Operator and in any event will, as soon as practical, provide notice to the Operator that it is exercising its Step-in Rights.
- (5) If the Shire exercises its Step-In Rights under this clause 26, the Operator's rights and obligations under this Agreement are suspended to the extent necessary to permit the Shire to exercise those Step-in Rights, until the Shire ceases to exercise its Step-In Rights under clause 26.4 or the Shire terminates this Agreement.
- (6) If the Shire has exercised its Step-in Rights, then the Shire may cease to exercise those Step-in Rights at any time, and, in any event will cease to exercise those Step-in Rights as soon as:
 - (a) the applicable Insolvency Event is cured or remedied or the Shire ceases to pursue such cure or remedy of such event in the case of an exercise under clause 26.1(1)(a); or

- (b) the relevant risk is averted or overcome or, where it has materialised, its consequences have been mitigated or otherwise dealt with to the Shire's reasonable satisfaction in the case of an exercise under clause 26.1(1)(c).
- (7) The Shire must give the Operator at least 10 Business Days' prior written notice of ceasing to exercise its Step-in Rights.

26.2 Operator's obligations

If the Shire exercises its Step In Rights under this clause 26, the Operator must:

- (1) obtain all third party agreements, consents and approvals necessary to enable the Shire to exercise its Step-In Rights;
- (2) provide the Shire with written evidence of such agreements, consents and approvals whenever required by the Shire;
- (3) do all other things necessary to enable the Shire to exercise its Step-In Rights, including giving the Shire access to any documents and the Shire's Personnel.

26.3 Operator's acknowledgements

The Operator acknowledges and agrees that:

- (1) the Operator has No Claim against the Shire arising out of or in connection with the Shire's exercise of any Step-in Rights under this clause 26;
- (2) the Shire may but is not obliged to remedy any breach of the Operator prior to the exercise of the Step-In Rights, or to mitigate any risks on behalf of the Operator;
- (3) the exercise of any Step-in Rights, subject to clause 26.1(5), does not limit any other right of the Shire under this Agreement.

26.4 Ceasing to exercise Step-in Rights

Upon the Shire ceasing to exercise any Step-in Rights under clause 26.1(7):

- (1) the Operator must immediately recommence performance of the Operator's Obligations which were suspended under clause 26.1(5); and
- (2) the Shire will, at the cost and expense of the Operator, give reasonable assistance to the Operator to ensure that the process of the Shire ceasing to exercise Step-in Rights and the Operator recommencing to perform its obligations is effected as smoothly as possible.

27 Operator's Default

27.1 Procedure on breach by the Operator

Without limiting any other right or remedy of the Shire, if the Operator is in breach of any provision of the Agreement, the Shire may give the Operator a written notice to show cause within the time specified in the notice. The notice must state:

- (1) that it is a notice issued under this clause 27.1;
- (2) the alleged breach; and

- (3) the time by which the Operator must show cause (which must be not less than 5 Business Days after the notice is given to the Operator).

27.2 Rights of the Shire

If the Operator fails to show reasonable cause why the Shire should not exercise a right referred to in this clause 27.2 within the time specified in the Shire's notice under clause 27.1, the Shire may by written notice to the Operator, and without limiting any other right or remedy it may have, terminate the Agreement.

27.3 Procedure on termination due to Operator's default

- (1) If the Shire terminates the Agreement under clause 27.2, the Shire may without payment to the Operator:
 - (a) complete the Services itself or engage others (including persons in the employment of the Operator) to execute work of any kind which may be necessary to complete the Services;
 - (b) direct the Operator to immediately:
 - (i) make available for collection; or
 - (ii) deliver to the Facility,any plant and materials necessary to complete Services regardless of whether they are located at, adjacent to or away from the Facility;
 - (c) at the Shire's election, direct the Operator to assign or novate to the Shire, or the Shire's nominee:
 - (i) any or all agreements made between the Operator and any Operator's Personnel; and/or
 - (ii) any other rights, titles, warranties and commitments relating to the Services which the Operator has acquired in its dealings with third parties in connection with the Services; and
 - (d) direct the Operator to take any other action concerning the termination of the Agreement (as the case may be) which the Shire may require.
- (2) The Shire must keep records of the cost of completing the Services.
- (3) For the purposes of effecting the assignments or novations referred to in clause 27.3(1)(c), the Operator hereby irrevocably appoints the Shire to be the true and lawful attorney of the Operator with full power and authority to execute the assignment or novation on behalf of the Operator and to bind the Operator accordingly.
- (4) If the Shire terminates the Agreement under clause 27.2, the Shire may retain any Bank Guarantee or retained Residual Revenue (as applicable) provided by the Operator under clause 9 and may have recourse to the Bank Guarantee or retained Residual Revenue (as applicable) in accordance with clause 9. The Shire must release any remaining Bank Guarantee or retained Residual Revenue (as applicable) after completion of the Services.

27.4 Termination of the Agreement by Shire

If the Agreement is terminated by the Shire under clause 27.2, the rights and entitlements of the parties will be the same as they would have been at common law had the Operator repudiated the Agreement and the Shire elected to treat the Agreement as at an end and recover damages.

28 Termination for Shire's Convenience

28.1 Shire's entitlement to terminate for convenience

The Shire may terminate the Agreement by written notice to the Operator at any time for any reason and may then in its discretion, either itself or by engaging other contractors, complete any Services that are incomplete.

28.2 Payment to Operator

Subject to and without prejudice to any other right of the Shire under the Agreement or otherwise, the Shire must pay the Operator for the following if it terminates the Agreement under clause 28.1:

- (1) for work executed before the date of termination, being the amount which would have been payable to the Operator if the Agreement had not been terminated and the Operator had made a payment claim on the date of termination; and
- (2) subject to the Shire's right to have recourse to the Bank Guarantee for the accrued rights of the Shire, any Bank Guarantee then held by the Shire.

28.3 Claim for payment

The Operator must make a claim for payment for any amount due to it under clause 28.2 within 20 Business Days after receiving the notice of termination referred to in clause 28.1. The claim must be in accordance with the requirements of clause 13.1 and must be dealt with in accordance with clause 13.

28.4 Sole entitlement

- (1) The Operator's entitlement to payment under clauses 28.2 and 28.3 is its sole entitlement arising out of or in connection with termination of the Agreement under this clause 28 and the Operator will have No Claim (other than its entitlement to payment under clauses 28.2 and 28.3) arising out of or in connection with the termination.

28.5 Operator's obligations on termination

- (1) If the Shire terminates the Agreement under this clause 28, the Operator must:
 - (a) take all steps necessary to mitigate any expense, cost or loss incurred by it as a result of termination; and
 - (b) immediately return or provide to the Shire all copies of documents provided by or on behalf of the Shire to the Operator in connection with the Agreement and any documents prepared by the Operator or the Operator's Personnel in relation to the Services which the Shire would have been entitled to under the Agreement but for the termination.

28.6 Survival

[The following clauses survive the termination of the Agreement:

- (1) clause 21 (Confidentiality);
- (2) clause 22 (Dispute resolution);
- (3) clause 27 (Operator's default);
- (4) clause 28 (Termination for Shire's convenience); and
- (5) clause 29 (Insurance).] **[Note to Tenderers: To be updated once the Agreement is finalised]**

29 Insurance

29.1 Operator Insurance

The Operator (global) must effect and maintain on terms acceptable to the Shire the following insurances set out in Schedule 8.

29.2 General insurance requirements

- (1) All insurances required by Schedule 8 must:
 - (a) be obtained from an insurer with Standard & Poors or an equivalent agency rating of not less than A-;
 - (b) be maintained from the Commencement Date to the End Date, except for the professional indemnity policy which must be maintained for a minimum of 6 years after the End Date;
 - (c) be governed by the laws of Western Australia;
 - (d) provide that the insurance is primary with respect to the interests of the Shire and any other insurance arrangements maintained by the Shire is excess to and not contributory with the insurances;
 - (e) contain a cross liability clause to ensure that each insured party is treated as a separate and distinct insured, and the acts or omissions of one party does not void, invalidate or reduce insurers liability under the policy.
- (2) The workers compensation insurance policy and public liability insurance policy obtained by the Operator must contain a waiver of subrogation clause to ensure the Operator's insurers waive their rights of subrogation against the Shire and their respective employees and agents.
- (3) The Operator must notify the Shire immediately of any cancellation of any of the insurances and of any change to the terms of the insurances.
- (4) The Operator must pay all deductibles payable in respect of any claims made under the insurance policies.

29.3 Subcontractor insurance

If the Operator subcontracts any part of the Services then the Operator must ensure that every Subcontractor obtains and maintains insurance required by Schedule 8 as appropriate: **[Note to Tenderers: To be finalised with the successful tenderer]**

Insurance: #insert#

Cover: #insert#

Amount: #insert#

29.4 Notification of potential Claims

The Operator must, as soon as practicable, inform the relevant insurer and the Shire in writing of any occurrence that may give rise to a Claim arising under or in connection with this Agreement under insurance required by Schedule 8 and must keep the Shire informed of all developments concerning the Claim.

29.5 Insurances primary

The insurances contemplated by Schedule 8 are primary and not secondary to the indemnities referred to in this Agreement.

30 Key Performance Indicators and reporting

- (1) In providing the Services, the Operator must use its best endeavours to meet or exceed the KPIs set out in Schedule 3.
- (2) The Operator must give the Shire and the Alliance Board each month a written report for each month measuring the performance of the Operator against the KPIs identifying matters specified in clause 7 of Schedule 3.
- (3) If the Operator fails to meet any of the KPIs the Operator must implement the performance remedy specified in clause 8 of Schedule 3.
- (4) The Operator acknowledges and agrees that the Operator's achievement of the KPIs is an essential term of the Agreement and the Operator's failure to achieve the KPIs during a Reporting Period will constitute a breach of the Agreement.
- (5) The KPIs may only be varied by agreement between the parties and as approved by the Alliance Board. Any variation to the KPIs will take effect on the commencement of the following Reporting Period, or as agreed by the Alliance Board from time to time.

31 Meetings, reports and information

- (1) The Operator must attend:
 - (a) all meetings set out in the Technical Specification, at the time set out in the Technical Specification or as otherwise required by the Shire; and
 - (b) any other meetings reasonably required by the Shire.
- (2) The Operator must provide the Shire:
 - (a) weekly reports during the Ramp-up Stage and monthly reports during the Operating Stage setting out the [quantity of waste processed, [●]]; and

- (b) any other reports and other information as set out in Technical Specification or reasonably required by the Shire.
- (3) Any reports or other information provided by the Operator to the Shire must be formatted as the Shire's document (including the Shire logo) and must comply with any style guide or other requirements notified by the Shire to the Operator. **[Note to Tenderers: The Reporting format will be finalised between the Shire and the Operator within the first 4 weeks of the Ramp Up Stage]**

32 Audit and records

- (1) The Shire, or any person nominated by the Shire and acceptable to the Alliance Board, may at any time during the term of this Agreement, and for 7 years following termination of this Agreement, inspect, audit, or investigate any record, prepared or maintained by the Operator for the purposes of performing the work under this Agreement.
- (2) The Operator must provide all records, access, facilities or assistance is necessary to conduct whatever audit, inspection or investigation is required by the Shire or any person nominated by the Shire and acceptable to the Alliance Board.
- (3) If an audit, inspection or investigation identifies that the total payments to the Shire are less than, or exceed its entitlements, the Operator will pay the Operator any shortfall, or the Shire will reimburse the Operator any excess, as the case may be, plus any GST paid or payable in respect of the shortfall or excess in accordance with this Agreement. If the audit discovers any other error or discrepancy, the Alliance Board will decide the action to be taken to rectify that error or discrepancy.
- (4) Any records provided to, or which the Shire, or any person nominated by the Shire and acceptable to the Alliance Board, has access to for any audit, inspection or investigation shall be treated as Confidential Information.

33 Goods and services tax

33.1 Definitions and interpretation

In this clause 33:

- (1) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (**GST Act**) or any replacement or other relevant legislation and regulations;
- (2) words or expressions used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act), any applicable legislative determinations and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires;
- (3) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member; and
- (4) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member.

33.2 Payment of GST

- (1) Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.
- (2) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.
- (3) A party's right to payment under clause 33.2(2) is subject to a tax invoice being delivered by the supplier to the recipient of the taxable supply.
- (4) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- (5) If an adjustment event occurs in respect of a supply made under or in connection with this Agreement:
 - (a) the supplier must notify the recipient of the refund, credit or further amount payable on account of GST by the supplier issuing to the recipient an adjustment note (or by cancelling the earlier tax invoice and issuing a replacement tax invoice) within 5 Business Days of becoming aware of the adjustment event; and
 - (b) the supplier must provide a refund or credit to the recipient, or the recipient must pay a further amount to the supplier, in accordance with the adjustment note or replacement tax invoice issued under subclause 33.2(5)(a) within 10 Business Days of receipt of the adjustment note or replacement tax invoice.
- (6) To the extent that any consideration payable to a party under this Agreement is determined by reference to a cost incurred by a party, or to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

34 Subcontracting

34.1 Subcontracting

- (1) Except in the case of emergencies, the Operator must not, without the prior written approval of the Shire's Representative, which approval must not be unreasonably withheld and, subject to clause 34.1(2), shall be provided within 5 Business Days, subcontract part or all of the Services, other than to the Approved Subcontractors.
- (2) If the risk associated with the activity the subject of the subcontract is such that the subcontract requires more thorough consideration by the Shire, the Shire will provide its approval, or otherwise, in a reasonable amount of time.
- (3) The Shire may request further information regarding the Subcontractor and the particulars of the Services to be subcontracted in order to approve or otherwise a Subcontractor under clause 34.1(1).

- (4) Approval to subcontract by the Shire does not relieve the Operator from any liability or obligation under the Agreement.
- (5) No Subcontractor retained by the Operator in any way creates or imposes any obligation or liability on the Shire arising out of any act, omission, breach or default by the Subcontractor.
- (6) Except where the Agreement otherwise provides, the Operator is liable to the Shire for the acts and omissions of the Subcontractors as if they were acts or omissions of the Operator.

34.2 **Novation deed**

- (1) If requested by the Shire, the Operator must, upon the execution of any Subcontract, deliver to the Shire a deed of novation in the form set out in Schedule 9 (**Subcontractor Novation Deed**), or in such other form and substance as may be required by the Shire, executed by the Operator and the relevant Subcontractor.
- (2) The Shire may at any time issue a notice to the Operator stating the date on which the novation is to take effect. The Subcontractor's Novation Deed will be given effect by the Shire executing the deed and on the date stated in the notice.
- (3) If the Shire gives effect to a novation of a Subcontractor under clause 34.2(2), the Shire may:
 - (a) certify any payments claimed by the Subcontractor under the Subcontract prior to the novation but which have not been paid to the Subcontractor, and regardless of whether the payment has already been certified; and
 - (b) if the amount so certified was the subject of a payment made by the Shire to the Operator, and without limiting the Shire's other rights, pay the amount so certified to the Subcontractor and recover such amount as a debt due and payable by the Operator to the Shire under the Agreement.

35 **Assignment and novation**

- (1) The Operator must not Assign or novate the Agreement or any right, benefit, obligation or interest under the Agreement without the prior written consent of the Shire. If such consent is given, it may be given in whole, in part or subject to whatever conditions the Shire requires.
- (2) The Shire may Assign the Agreement or any right, benefit, obligation or interest under the Agreement without the Operator's consent.
- (3) The Operator must consent to any novation of the Agreement requested by the Shire where the Shire demonstrates to the reasonable satisfaction of the Operator that the novatee has sufficient capacity and financial standing to allow the novatee to perform the obligations of the Shire under the Agreement. The Operator must not unreasonably withhold or delay its consent to any novation of contract requested by the Shire.
- (4) The Operator irrevocably appoints the Shire, immediately after any breach by the Operator of its obligations under clause 35(3), to be the true and lawful attorney of the Operator with full authority and power to execute the novation on behalf of the Operator and to bind the Operator accordingly.

36 Intellectual property

36.1 Intellectual Property Rights granted to Shire

- (1) Subject to clause 36.1(2), all Intellectual Property Rights created in connection with the performance of the Services will be vested in the Shire from the time of their creation. The Operator must do everything necessary to perfect such vesting. The Shire grants to the Operator a licence to use those Intellectual Property Rights for the purpose of the performance of the Services.
- (2) In respect of any:
 - (a) Intellectual Property Rights created in connection with the performance of the Services which are not capable of being vested in the Shire because the Operator does not own the Intellectual Property Rights; or
 - (b) pre-existing Intellectual Property Rights used by the Operator for the purposes of or in connection with the performance of the Services;

the Operator must grant to the Shire or procure in favour of the Shire (as applicable) a perpetual, irrevocable, non-exclusive and royalty free licence to use, adapt or modify (and sub-licence others to use, adapt or modify) the Intellectual Property Rights for any purpose in connection with the Services.
- (3) The Shire grants to the Operator a licence to use any materials or information provided by the Shire and any Intellectual Property Rights in those materials solely for the purpose of the Services.

36.2 Marketing activities of the Shire

The Operator:

- (1) consents to its name, corporate logo and associated images being used by the Shire in any information, publication, document or article for publication concerning the Services in any media; and
- (2) must give the Shire a copy of its name, corporate logo and associated images in any form reasonably required by the Shire within 2 Business Days of receiving a written request by the Shire.

37 Notices

37.1 How to give notice

- (1) Each communication in connection with this Agreement (including a notice, consent, request, waiver or demand) (**Notice**) has no legal effect unless it is in writing.
- (2) In addition to any other method of service provided by law, the Notice may be:
 - (a) sent by prepaid post to the address of the addressee set out in this Agreement or subsequently notified;
 - (b) sent by facsimile to the facsimile number of the addressee;
 - (c) sent by electronic mail to the electronic mail address of the addressee; or

- (d) delivered at the address of the addressee set out in this Agreement or subsequently notified.

37.2 When notice is given

- (1) If the Notice is sent or delivered in a manner provided by clause 37.1(2), it must be treated as given to and received by the party to which it is addressed:
 - (a) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting;
 - (b) if sent by facsimile or electronic mail before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
 - (c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (2) Despite clause 37.2(1)(b):
 - (a) a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice; and
 - (b) a facsimile is not treated as given or received if it is not received in full and in legible form and the addressee notifies the sender of that fact within 3 hours after the transmission ends or by 12 noon on the Business Day on which it would otherwise be treated as given and received, whichever is later.
- (3) A Notice sent or delivered in a manner provided by clause 37.1(2) must be treated as validly given to and received by the party to which it is addressed even if:
 - (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - (b) the Notice is returned unclaimed.

37.3 Notice by solicitor

Any Notice by a party may be given and may be signed by its solicitor.

37.4 Address for notices

The addresses for Notices of each of the parties under this Agreement are as follows:

(1) Shire

Attention:	Chief Executive Officer
Address:	PO Box 567, Tom Price WA 6720
Email address:	soa@ashburton.wa.gov.au

(2) Operator

Name:	#insert#
Attention:	#insert#

Address: #insert#
Email address: #insert#

38 General

38.1 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

38.2 Entire understanding

This Agreement:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

38.3 No representation or reliance

- (1) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, other than representations expressly set out in this Agreement.
- (2) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, other than any representation or inducement expressly set out in this Agreement.

38.4 Severability

If anything in this Agreement is unenforceable, illegal or void or contravenes the law then it is severed and the rest of this Agreement remains in force. The rights and obligations of each party are not affected by any law that, but for this clause 38.4, would affect those rights and obligations.

38.5 Waiver

- (1) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (2) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (3) A waiver is not effective unless it is in writing.
- (4) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

38.6 Time is of the essence

Time is of the essence in respect of obligations to pay money under this Agreement.

38.7 Good faith

In exercising its discretion, powers and rights, and performing its obligations under this Agreement, the Shire must genuinely consult with the Operator and act in good faith and must not act unreasonably towards the Operator.

38.8 Costs and outlays

- (1) Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.
- (2) The Shire must pay all stamp duty and other government imposts payable in connection with this Agreement and all other documents and matters referred to in this Agreement when due.

38.9 Counterparts

This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

38.10 Governing law and jurisdiction

- (1) The law of Western Australia governs this Agreement.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and of the Commonwealth of Australia.

Schedule 1 Agreement Details

[Note to Tenderers: To be completed with the successful Tenderer.]

Item 1 Representatives

Shire: Director Infrastructure Services

Manager Waste Services

Operator: **#insert#**

Item 2 Key Personnel

Item 3 #insert# Commencement Date

#insert#

Item 4 Facility

#insert#

Item 5 Alliance Board Members

Shire: Chief Executive Officer

Director Infrastructure Services

Director Community Services

Manager Waste Services

Operator: **#insert#**

Item 6 Date for payment

Within 30 Business Days of the submission of an invoice

Schedule 2
Technical Specification

DRAFT

Schedule 3

Key Performance Indicators

1 Key Performance Indicators

- (1) The purpose of establishing KPIs is to measure the effectiveness of the Operator's performance in achieving the Shire's business objectives through performance of the Services.

2 Mandatory Services KPIs

- (1) The KPIs against which the performance of the Mandatory Services under this Agreement are to be assessed, and the KPI Score for each KPI, are contained in the table below:

KPI	Measurement	KPI Score calculation, per quarter		Target
Financial Performance (FP)	$FP \text{ (as a percentage)} = \frac{OPBudget - OPActual}{OP Budget} \times 100$ <p>Where:</p> <p>OP Budget = The amount of Operator Costs for the relevant Quarter as set out in the Approved Budget.</p> <p>OP Actual = The amount of Operator Costs actually incurred in the relevant Quarter.</p>	FP	KPI Score	0
		25% or greater	2.5	
		20% to 24.99%	2.0	
		15% to 19.99%	1.5	
		10% to 14.99%	1.0	
		5% to 9.99%	0.5	
		0.1% to 4.99%	0.25	
		0%	0	
		- 0.1% to -4.99%	-0.25	
		-5% to -9.99%	-0.5	
		-10% to -14.99%	-1.0	
		-15% to -19.99%	-1.5	
		-20% to -24.99%	-2.0	

KPI	Measurement	KPI Score calculation, per quarter		Target																			
		-25% or less	-2.5																				
Marketing Plan – Innovation (MPI)	MPI = The number of new innovative ideas to increase waste streams, throughput and revenue for the PRWMF which are implemented by the Operator during the Quarter.	<table><tr><th>MPI</th><th>KPI Score</th></tr><tr><td>0, and the value for MPI in the previous Quarter was 0</td><td>-1.0</td></tr><tr><td>0, and the value for MPI in the previous Quarter was 1 or more</td><td>1.0</td></tr><tr><td>1 or more, regardless of what the value for MPI was in the previous Quarter</td><td>1.0</td></tr></table>	MPI	KPI Score	0, and the value for MPI in the previous Quarter was 0	-1.0	0, and the value for MPI in the previous Quarter was 1 or more	1.0	1 or more, regardless of what the value for MPI was in the previous Quarter	1.0	The KPI Score for this item should be at least 1 every second Quarter.												
MPI	KPI Score																						
0, and the value for MPI in the previous Quarter was 0	-1.0																						
0, and the value for MPI in the previous Quarter was 1 or more	1.0																						
1 or more, regardless of what the value for MPI was in the previous Quarter	1.0																						
Marketing Plan (MP)	$MP \text{ (as a percentage)} = \frac{MPRevActual - MPRevBudget}{MPRev Budget} \times 100$ Where: MPRevActual = The amount of Revenue which is actually received in the relevant Quarter. MPRevBudget = The amount of Revenue which has been forecast to be received for the relevant Quarter in accordance with the Marketing Plan.	<table><tr><th>MP</th><th>KPI Score</th></tr><tr><td>25% or greater</td><td>2.5</td></tr><tr><td>20% to 24.99%</td><td>2.0</td></tr><tr><td>15% to 19.99%</td><td>1.5</td></tr><tr><td>10% to 14.99%</td><td>1.0</td></tr><tr><td>5% to 9.99%</td><td>0.5</td></tr><tr><td>0.1% to 4.99%</td><td>0.25</td></tr><tr><td>0%</td><td>0</td></tr><tr><td>- 0.1% to -4.99%</td><td>-0.25</td></tr><tr><td>-5% to -9.99%</td><td>-0.5</td></tr></table>	MP	KPI Score	25% or greater	2.5	20% to 24.99%	2.0	15% to 19.99%	1.5	10% to 14.99%	1.0	5% to 9.99%	0.5	0.1% to 4.99%	0.25	0%	0	- 0.1% to -4.99%	-0.25	-5% to -9.99%	-0.5	0
MP	KPI Score																						
25% or greater	2.5																						
20% to 24.99%	2.0																						
15% to 19.99%	1.5																						
10% to 14.99%	1.0																						
5% to 9.99%	0.5																						
0.1% to 4.99%	0.25																						
0%	0																						
- 0.1% to -4.99%	-0.25																						
-5% to -9.99%	-0.5																						

KPI	Measurement	KPI Score calculation, per quarter		Target
		-10% to -14.99%	-1.0	
		-15% to -19.99%	-1.5	
		-20% to -24.99%	-2.0	
		-25% or less	-2.5	
Compliance (C)	C = The number breaches of Laws or Approvals.	C	KPI Score	0.5
		0	0.5	
		1 or more	-0.5	
Payment (P)	P = The number of days taken to pay the Shire following the due date on an invoice.	P	KPI Score	0.5
		0 or less	0.5	
		1 – 3 days late	-0.25	
		More than 3 days late	-0.5	
PRWMF Availability (PRWMF Av)	PRWMF Av = The number of operational days in the relevant Quarter that the PRWMF is not available to accept waste.	PRWMF Av	KPI Score	0.5
		0	0.5	
		1	-0.25	
		2 or more	-0.5	
Performance Notice (PN)	PN = The number of “performance notices” issued by the Shire to the Operator in the relevant Quarter (including as a result of an inspection or audit) for failing to comply with the requirements of the Agreement.	PN	KPI Score	0.5
		0	0.5	
		1	-0.25	
		2 or more	-0.5	

KPI	Measurement	KPI Score calculation, per quarter		Target											
Occupational Health and Safety (OHS)	OHS = The number of OHS incidents which have occurred in the relevant Quarter.	<table><tr><th>OHS</th><th>KPI Score</th></tr><tr><td>0</td><td>0.5</td></tr><tr><td>1</td><td>-0.25</td></tr><tr><td>2 or more</td><td>-0.5</td></tr></table>	OHS	KPI Score	0	0.5	1	-0.25	2 or more	-0.5	0.5				
OHS	KPI Score														
0	0.5														
1	-0.25														
2 or more	-0.5														
Local Procurement (LP)	LP = The number of FTE Operator's Personnel that are employed to perform the Services which reside within 25km of where the PRWMF is located.	<table><tr><th>LP</th><th>KPI Score</th></tr><tr><td>4 or more</td><td>1.0</td></tr><tr><td>3</td><td>0.5</td></tr><tr><td>2</td><td>0</td></tr><tr><td>1</td><td>-0.5</td></tr><tr><td>0</td><td>-1.0</td></tr></table>	LP	KPI Score	4 or more	1.0	3	0.5	2	0	1	-0.5	0	-1.0	More than 3
LP	KPI Score														
4 or more	1.0														
3	0.5														
2	0														
1	-0.5														
0	-1.0														
Reporting (R)	R = The number of reports which have not been submitted on time or which have been incomplete on submission.	<table><tr><th>R</th><th>KPI Score</th></tr><tr><td>0</td><td>0.5</td></tr><tr><td>1 or more</td><td>-0.5</td></tr></table>	R	KPI Score	0	0.5	1 or more	-0.5	All reports provide within the designated timeframes						
R	KPI Score														
0	0.5														
1 or more	-0.5														

3 Discretionary Services KPIs

- (1) The KPIs against which the performance of the Discretionary Services under this Agreement will be set out in the relevant Discretionary Service Direction and may include one or more of the following: ***[Note to Tenderers: The relevant KPIS will be determined as part of the Discretionary Service Proposal and Discretionary Service Direction process]***

KPI	Measurement	Target
Missed Service (MS)	<p>MS = the number of Bins or Mobile Garbage Bins missed which are:</p> <p>(a) not collected by the Operator during the period; and / or</p> <p>(b) reported by the Shire to the Operator during the period.</p>	0 per month

KPI	Measurement	Target
Performance Notice (PN)	PN = The number of “performance notices” issued by the Shire to the Operator in the relevant Quarter (including as a result of an inspection or audit) for failing to comply with the requirements of the Agreement.	0 per month
Plant Availability (PA)	PA = The number of days which plant and / or vehicles are not available.	0 per month
Site Availability (SA)	SA = The number of days that the relevant Site(s) cannot open on a designated operational day.	0 per month
Complaints (NC)	NC = Number of complaints received per month, through the customer centre or otherwise.	No greater than 5 complaints received per month
Responsiveness to Complaints (RC)	RC = the percentage of complaints received in the month which are responded to within 24 hours and closed off within five (5) days of receipt.	100%
Occupational Health and Safety (OHS)	OHS = Number of Occupational, Health and Safety notices issued by the Shire for incidents which have occurred.	0 per month

4 Review of KPIs

- (1) The KPIs will be collaboratively reviewed and agreed by the Alliance Board:
 - (a) at regular intervals, and at least every 3 months, during the Ramp-up Stage;
 - (b) annually prior to the start of the Financial Year during the Operating Stage; and
 - (c) whenever requested by a party under clause 6 of this Schedule 3,

the KPIs will be developed to target the Shire’s strategic objectives of the Agreement for the relevant period or Financial Year.
- (2) The KPIs which are agreed by the Alliance Board must be approved by the Shire. If the Alliance Board cannot agree on KPIs for a Financial Year (or other period), or the Shire does not approve KPIs which are agreed by the Alliance Board for a Financial Year (or other period), the KPIs which applied in the previous Financial

Year, or immediately prior to the request by a party under clause 3 of this Schedule will continue to apply.

5 Key Obligations

- (1) Without limiting any of the Operator's other obligations under this Agreement, the Operator must meet the Target for all of the KPIs set out in clause 2 of this Schedule 3 and any Discretionary Service Direction (if applicable).
- (2) The Operator acknowledges and agrees that the Operator's achievement of the Target for each of the KPIs is an essential term of this Agreement and the Operator's failure to achieve the Target for one or more KPIs during the period will constitute a breach of the Agreement.

6 Revision of KPIs

- (1) Subject to clause 4(1) of this Schedule 3, either party may give to the other party a written notice proposing a variation of the KPIs referred to in clause 2 of this Schedule 3 or any Discretionary Service Direction (if applicable).
- (2) A written notice must set out:
 - (a) the revised value (percentage or value as appropriate) proposed by the party for the relevant Target;
 - (b) the party's reasons for the proposed variation; and
 - (c) evidence or substantiation to support the proposed variation.
- (3) Within 14 days of the written notice being given, the Parties are to meet and negotiate in good faith with a view to agreeing as to whether a variation is to be made and, if so, the extent of the revision.
- (4) If the Parties fail to agree, the matter is to be referred to the Alliance Board to determine whether the variation is to be made and, if so, the extent of the revision.

7 Reviewing and Reporting

- (1) The Operator must provide to the Shire and the Alliance Board each month a written report for each month identifying:
 - (a) the performance of the Operator against the KPIs including the KPI Score for each KPI for the relevant Quarter. Where the month falls part way through the Quarter, the Operator must report on its expected KPI Score based on performance so far during that Quarter;
 - (b) any suggested savings or evidence of continuous improvement; and
 - (c) any other matters which the Shire may reasonably require.
- (2) The Parties' representatives (including the Shire's Representative) will meet at any time reasonably requested by the Shire or the Operator, but at least once every month to discuss matters pertaining to the KPIs and performance of the Mandatory Services and Discretionary Services (if applicable) by the Operator.

8 Measuring Performance

8.1 KPI Notice

If the Shire is not reasonably satisfied that the Operator has met the Target for each KPI for a consecutive period of 6 months based on the results in the reports provided in clause 7 of this Schedule 3, the Shire may at its discretion issue a notice to the Operator providing sufficient particulars of the Operator's failure to achieve the Target for each of the KPIs (**KPI Notice**).

8.2 Remedial Plan

- (1) As soon as practicable, following issue of a KPI Notice, the Parties' representatives must meet to discuss the issues raised in the KPI Notice and attempt to agree on steps to be taken by the Operator and a timeframe to remedy the issues (**Remedial Plan**).
- (2) If:
 - (a) the Parties cannot agree on a Remedial plan under clause 8.2(1) of this Schedule 3;
 - (b) the Operator does not implement a Remedial Plan within the time agreed under clause 8.2(1) of this Schedule 3; or
 - (c) implementation of the Remedial Plan does not result in the Operator meeting the Target for all the KPIs in the following Quarter,

the Shire may terminate this Agreement, in which case clause 27.3 applies.

8.3 KPI Multiplier

- (1) Within 10 Business Days of the end of each Quarter, the Operator must submit a report to the Alliance Board, which will accompany the report submitted under clause 3 of Schedule 4, setting out:
 - (a) the KPI Score for each Mandatory Service KPI during that Quarter in accordance with clause 2 of this Schedule 3; and
 - (b) the KPI Multiplier for that Quarter calculated in accordance with clause 8.3(2) of this Schedule 3.
- (2) The KPI Multiplier is calculated by adding the KPI Score for each KPI relating to Mandatory Services and then adding 100. The result will be a percentage between 90% and 110%.

Schedule 4 Payments

1 INTRODUCTION

The payments under this Agreement are structured in accordance with the following principles:

- 1.1 the Operator will be responsible for the management of the Facility (including the weighbridge) on the terms and conditions set out in this Agreement, which includes the collection of the Revenue;
- 1.2 Revenue will be allocated between the Operator and the Shire by the Alliance Board based on the principles set out in clause [3] of this Schedule 4, where each party is compensated for its costs and may take a share of any Residual Revenue;
- 1.3 during the Ramp Up Stage, if the Operator Costs associated with managing the Facility and performing the Mandatory Services exceed Revenue, the Shire will pay the Operator the Shortfall Amount;
- 1.4 the Operator's performance will be assessed against KPIs as set out in [Schedule 3], which may impact the share of the Residual Revenue to which the Operator is entitled to retain; and
- 1.5 the Operator will be paid for Discretionary Services in accordance with the [Schedule of Rates] and Discretionary Service Direction.

2 COLLECTION AND RETENTION OF REVENUE

- 2.1 The Operator must collect Revenue as part of the performance of the Mandatory Services. The Operator must keep detailed records of Revenue collected and amounts deposited into the relevant bank account including the corresponding weighbridge entries, which records must be made available to the Shire on request.
- 2.2 The Operator must ensure that it retains sufficient Revenue to ensure that it is able to comply with its obligations under clause 3 of this Schedule to pay the Shire a portion of the Shire Costs or a portion of the Residual Revenue, as applicable.

[Note to Tenderers: The Shire would like to maintain visibility of the amounts coming in and out (as collected by the Operator) in relation to the services and ensure that such amounts are retained to be able to comply with the Operator's obligations under this schedule. The Shire would like to discuss with the Tenderer how this may be achieved during negotiations, including the use of a specified bank account.]

3 QUARTERLY ALLOCATION OF REVENUE

- 3.1 Within 10 Business Days of the end of each Quarter, the Operator must submit a report to the Shire and the Alliance Board setting out the following:
 - (1) the total amount of Revenue received by the Operator during that Quarter; and
 - (2) the amount of Operator Costs incurred by the Operator during that Quarter.

[Note to Tenderers: The Shire would like quarterly distributions of residual revenue but would also like to ensure that losses are carried forward and reconciled at the end of each year. The manner in which this will be done to be discussed during the negotiation stage and the Agreement will be updated to reflect this]

3.2 Within 10 Business Days of the end of each Quarter, the Shire must submit a report to the Operator and the Alliance Board setting out the Shire Costs for that Quarter.

3.3 As soon as practicable following receipt of the reports in clauses 3.1 and 3.2 of this Schedule 4, the Alliance Board must meet and allocate the Revenue for the Quarter as between the Operator and the Shire in the following order of priority:

(1) during the Ramp Up Stage:

- (a) subject to clause 3.3(1)(d) of this Schedule 4, an amount equal to the Operator Costs for the Quarter to be retained by the Operator;
- (b) where the Revenue for the Quarter exceeds the Operator Costs for the Quarter, allocate to the Shire the lesser of:
 - (i) the Shire Costs for the Quarter; or
 - (ii) the amount left over after deducting the Operator Costs from Revenue; and
- (c) if the Residual Revenue for the Quarter is greater than 0, the Residual Revenue must be allocated between the Operator and the Shire in accordance with clause 43 of this Schedule 4; and
- (d) where the Revenue for the Quarter is less than the Operator Costs for the Quarter, the Shire must pay the Operator the Shortfall Amount in respect of the Quarter, calculated as follows:

$$\text{Shortfall Amount} = \text{Operator Costs} - \text{Revenue}$$

(2) during the Operating Stage:

- (a) if the Revenue for that Quarter is greater than the aggregate of the Operator Costs and the Shire Costs, then the Revenue will be allocated between the Operator and the Shire in the following order of priority;
 - (i) an amount equal to the Operator Costs for the Quarter to be retained by the Operator;
 - (ii) an amount equal to the Shire Costs for the Quarter to be allocated to the Shire; and
 - (iii) if the Residual Revenue for the Quarter is greater than 0, the Residual Revenue must be allocated between the Operator and the Shire in accordance with clause 4 of this Schedule 4; or
- (b) if the Revenue for that Quarter is less than the aggregate of the Operator Costs and the Shire Costs, the Revenue will be apportioned between the Operator and the Shire so that each party is compensated for the same percentage of their costs.

3.4 The Alliance Board must provide written notice to the Operator and the Shire:

- (1) of the allocations to each of the Operator and the Shire in accordance with clause 3.3 of this Schedule 4;
- (2) during the Ramp-up Stage, any Shortfall Amount that the Shire must pay the Operator;

- (3) any Revenue that the Operator must pay the Shire on account of the Shire's Costs; and
 - (4) any Residual Revenue that the Operator must pay to the Shire.
- 3.5 The Alliance Board may, at any time, correct any error made in a previous allocation.

4 ALLOCATION OF RESIDUAL REVENUE

4.1 Calculation of Residual Revenue

Residual Revenue for a Quarter is the amount calculated as follows:

$$\text{Residual Revenue} = \text{Revenue for that Quarter} - (\text{Operator Costs for that Quarter} + \text{Shire Costs for that Quarter})$$

provided that where the result of the above is less than 0, the Residual Revenue will be 0.

4.2 Allocation of Residual Revenue

- (1) Subject to clause 9.5 of the Agreement, where the Residual Revenue for the Quarter is greater than 0, the Residual Revenue must be allocated by the Alliance Board as between the Shire and Operator as follows:

- (a) In respect of the Operator:

$$\text{Operator Residual Revenue} = \text{RM Percentage} \times \text{Residual Revenue} \times \text{KPI Multiplier}$$

Where:

- (i) the RM Percentage is determined in accordance with the table below; and **[Note to Tenderers: The RM Percentage may be negotiated with the Operator however any increase will be subject to the Shire's discretion. To be further discussed during negotiation phase]**

Residual Revenue for the Quarter	RM Percentage
\$0.00 - \$500,000.00	10%
\$500,001.00 - \$1,000,000.00	15%
\$1,000,001.00 and above	20%

- (ii) the KPI Multiplier is determined in accordance with Schedule 3 .

- (b) In respect of the Shire:

$$\text{Shire Residual Revenue} = \text{Residual Revenue} - \text{Operator Residual Revenue}$$

5 OPEN BOOK

- 5.1 Without limiting clause 32 of this Agreement, for the purpose of verifying Operator Costs and the total Collected Monies, the Operator commits to:
- (1) maintain, for at least 7 years following termination or expiry of the Agreement, all of its Records and other documentation referred to in this Agreement that relate to the Operator Costs and Revenue in accordance with, where applicable, good accounting practices, standards and procedures;
 - (2) make its Records referred to in the Agreement that relate to Operator Costs and Revenue available to the Shire (or the Shire's nominated auditor) on request; and
 - (3) make available to the Shire (or the Shire's nominated auditor) any existing documentation or information in whatever form relating to Operator Costs and Revenue.
- 5.2 The obligation to make Records and other documentation available does not apply to records or documentation that may be the subject of legal professional privilege or are confidential lawyer/client communications.

6 OPERATOR COSTS

[Note to Tenderers: The costs set out below reflect an initial starting point but will be amended during the negotiation stage in light of the information provided by each Tenderer in its response]

6.1 General

- (1) Operator Costs are those costs and expenses which are both:
 - (a) reasonably and actually incurred by the Operator in connection with the Mandatory Services (excluding any corporate overhead component not specific to the Mandatory Services and any profit or mark up of any kind); and
 - (b) described in clause 6 of this Schedule 4, or which this Agreement otherwise expressly provides will be an Operator Cost.

6.2 Labour, staff and supervision

- (1) The actual cost of engagement of the Operator's Personnel by the Operator for the performance of the Mandatory Services, [determined in accordance with this clause 6.2 of this Schedule 4.
- (2) The Direct Costs in respect of Non-Wages Personnel will be calculated as follows:

Direct Costs for Non-Wages Personnel = Agreed Rate x Actual Hours

where:

- (a) Agreed Rate is determined using the personnel rates set out in Table [●]; and
- (b) Actual Hours is the actual number of hours that each Non-Wages Personnel spent performing the Mandatory Services [to a maximum of [●] hour per week for each Non-Wages Personnel.

- (3) The Direct Costs in respect of Wages Personnel will be calculated in accordance with:
 - (a) the relevant industrial instrument or agreement by which a Wages Personnel person is employed by the Operator, as validated by an auditor appointed by the Shire; and
 - (b) any relevant policies approved by the Shire.

6.3 Materials and consumables

- (1) The following will be Direct Costs to the extent not included in table []:
 - (a) cost of materials purchased for the performance of the Mandatory Services the subject of Separable Portions 3 and 4; and
 - (b) the cost of consumables used in the performance of the Mandatory Services.

6.4 Training and Inductions

All Shire training costs and the cost of Facility inductions (including occupational health and safety inductions) agreed or recommended by the Shire will be Direct Costs.

6.5 Safety

All personal protective or site safety equipment, occupational health and safety requirements and the cost or expense to provide and maintain a safe working environment and to take all practicable steps to ensure the safety of all persons performing or affected by any aspect of the Mandatory Services will be a Direct Cost.

6.6 Shire approval of Operator Costs

Unless the Shire has expressly approved the cost or expense prior to the Operator incurring the following cost or expense, the following are not considered Operator Costs:

- (1) any overtime costs or time in lieu;
- (2) any additional training costs, but excluding Facility safety inductions;
- (3) any motor vehicle costs or kilometre reimbursements;
- (4) any allowances;
- (5) any specialist personnel travel, relocation or accommodation costs or expenses;
- (6) any recruitment or relocation costs for specialist staff;
- (7) any travel expenses; and
- (8) any costs of Subcontractors.

6.7 Exclusions

The following costs incurred by the Operator will not be Operator Costs (and to the extent that they have previously been recognised as Operator Costs, will be credited against Operator Costs):

- (1) any costs incurred by the Operator in performing any works or services which are not directly referable to the scope of Mandatory Services or which do not otherwise form part of the Mandatory Services under this Agreement;
- (2) costs paid in defending or prosecuting lawsuits or claims (including payment of judgments, awards, orders, damages, restitution, compensation or interest) arising out of or in connection with the Mandatory Services;
- (3) any legal costs incurred by the Operator in defending any prosecution or claim brought against a party by an Authority by reason of an alleged breach of any Law;
- (4) any costs, liabilities or payments incurred or made by the Operator in indemnifying the Shire in accordance with this Agreement;
- (5) any costs, liabilities or payments incurred or made by the Operator in remedying a breach in accordance with this Agreement;
- (6) the cost of providing the insurances referred to in this Agreement;
- (7) the cost of providing bank guarantees or other security under this Agreement;
- (8) any deductible or excess payable in relation to the insurances referred to in this Agreement or unrecovered amounts and the cost of preparing any claims;
- (9) any information technology costs including personnel, software, network, hardware and operating costs;
- (10) copying and printing costs;
- (11) any corporate or personal income tax or capital gains tax imposed on the Operator and any GST;
- (12) internal administration and office expenses including leasing, support and office equipment; and
- (13) except as otherwise determined by the Shire, all taxes, duties, excises, levies, assessments and other charges of any kind levied by any Authority on, or in connection with, the Mandatory Services.

7 Rise and Fall

- (1) The rates in Table [] will be adjusted on 1 July each year (**Adjustment Date**), except for 1 July 2021 on which date the rates as at the commencement of this Agreement will continue to apply without adjustment.
- (2) The adjusted rate is calculated by application of the following formula:

$$R_n = R((0.5*(A/B)) + (0.3*(C/D)) + (0.2*(E/F)))$$

where R_n is the adjusted amount on and from the Adjustment Date;

R is the amount at the commencement of the Agreement;

A is the Hourly Rates of Pay excluding Bonuses Index (A2607029K) as listed by the Australian Bureau of Statistics' table for the Quarter ending immediately prior to the relevant Adjustment Date;

- B is the Hourly Rates of Pay excluding Bonuses Index (A2607029K) as listed by the Australian Bureau of Statistics' table as at March 2021;
- C is the Automotive Fuel Perth Index (A2328616A) as listed by the ABS table for the Quarter ending immediately prior to the relevant review date;
- D is the Automotive Fuel Perth Index (A2328616A) as listed by the Australian Bureau of Statistics' table as at March 2021;
- E is the Maintenance and Repair of Motor Vehicle Perth Index (A2328751T) as listed by the Australian Bureau of Statistics' table for the Quarter ending immediately prior to the relevant Adjustment Date; and
- F is the Maintenance and Repair of Motor Vehicle Perth Index (A2328751T) as listed by the Australian Bureau of Statistics' table as at March 2021.
- (3) If the Australian Bureau of Statistics ceases to publish the tables listed above, there must be substituted an index agreed upon by the parties or, in default of agreement, selected by the Shire.

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Schedule 5

Form of Bank Guarantee (for clause 9)

At the request of **[insert name of Operator]** (Operator) and in consideration of the **Shire of Ashburton** (Shire) accepting this undertaking in respect of the Waste Services Agreement entered into between the Operator and the Shire, **[insert name of Financial Institution]** (Financial Institution) unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Shire to a maximum aggregate sum of **AU\$500,000.00**.

This undertaking continues until the Shire notifies the Financial Institution that the undertaking is no longer required by the Shire or until this undertaking is returned to the Financial Institution or until payment to the Shire by the Financial Institution of the whole of the sum.

If the Financial Institution receives written notice, purporting to be signed by **[insert name]** for and on behalf of the Shire that the Shire desires payment to be made of the whole or any part of the sum it is unconditionally agreed that the Financial Institution will immediately make the payment to the Shire without reference to the Operator and notwithstanding any notice given by the Operator not to make the payment.

The Financial Institution may at any time without being required to do so pay to the Shire the sum of **AU\$500,000.00** less any amounts it has previously paid under this undertaking and the liability of the Financial Institution under this undertaking then ceases immediately.

Dated:

Schedule 6

[Form of Budget] *[Note to Tenderers: To be provided during negotiation stage]*

DRAFT

Schedule 7
[Schedule of Rates]

[Note to Tenderers: To be finalised in line with RFT]

DRAFT

Schedule 8

Insurances

Public and Product Liability Insurance	
Scope of cover	Insurance covering liability for loss of, or damage to, property and death of or injury to any person (other than liability insured under workers compensation insurance). This policy must provide for liability arising out of the use of unregistered vehicles and must be extended to indemnify the Shire to the extent of its vicarious liability arising out of or contributed to by the acts or omissions of the Operator or the Operator's Personnel.
Sum insured	For an amount of not less than \$20,000,000 in respect of each and every claim (except for Products Liability in an amount of not less than \$20,000,000 in the aggregate).
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator and the policy must be extended to include cross liability and waive rights of subrogation against the Shire.

Workers Compensation Insurance	
Scope of cover	Workers Compensation Insurance (including industrial disease) as required by law.
Sum insured	Common law limit of \$50,000,000 in respect of any number of persons and arising out of the one event.
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator and the policy must be extended to indemnify the Shire as Principal and waive rights of subrogation against the Shire.

Professional Indemnity Insurance	
Scope of cover	Insurance covering liability arising from any act, error or omission arising out of or in connection with Operator's obligations under this Agreement.
Sum insured	Limit of liability of not less than \$5,000,000 per claim and in the aggregate. This policy must provide for one full automatic reinstatement of the limit of liability.
Period of cover	The insurance must be maintained from the Commencement Date to a minimum of 6 years after the End Date.
Insured	The insurance must be in the name of the Operator.

Motor Vehicle Insurance third party property damage liability insurance	
Scope of cover	Insurance covering motor vehicle third party property damage liability insurance (including all mechanically propelled vehicles whether or not registered, or capable of being registered, for road use and are at any time used in connection

	with the Services). Cover to be endorsed to include bodily injury gap cover in respect of registered motor vehicles.
Sum insured	For an amount not less than \$30,000,000.
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator.

Motor Vehicle Insurance third party bodily injury liability insurance

Scope of cover	Insurance covering motor vehicle third party bodily injury liability insurance as required by Law.
Sum insured	As required by Law.
Period of cover	The insurance must be maintained from the Commencement Date to the End Date.
Insured	The insurance must be in the name of the Operator.

Environmental Liability Insurance

Scope of cover	Insurance covering liability arising from any act, error or omission arising out of or in connection with pollution or environmental contamination.
Sum insured*	Limit of liability of not less than \$20,000,000 per claim and in the aggregate. This policy must provide for one full automatic reinstatement of the limit of liability.
Period of cover	The insurance must be maintained from the Commencement Date to a minimum of 6 years after the End Date.
Insured	The insurance must be in the name of the Operator.

Schedule 9
Deed of Novation

DRAFT

Dated

Deed of novation

Parties

Full name of Operator
Operator's ACN (if applicable)

Shire of Ashburton

Full name of Subcontractor
Subcontractor's ACN (if applicable)

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Deed dated

Parties

Full name of Operator # # Operator ACN (if applicable)
of # address of Operator #
(Outgoing Party)

Shire of Ashburton
of Lot 246 Poinciana Street, Tom Price, Western Australia, 6720.
(Incoming Party)

Full name of Subcontractor # # Subcontractor's ACN (if applicable)
of # address of Subcontractor #
(Continuing Party)

Introduction

- A** The Shire and the Operator entered into the Agreement.
- B** The Operator and the Subcontractor entered into the Subcontract.
- C** The Subcontractor has carried out work for the Operator in relation to the Services.
- D** In accordance with clause [34.2] of the Agreement, the parties have agreed to the novation of the Operator's rights and obligations in the Subcontract to the Shire in accordance with this Deed. **[Note: To be updated once Agreement is finalised]**

It is agreed

8 Definitions and interpretation

1.1 Definitions

In this Deed:

- (1) **Agreement** means the waste services agreement between the Shire and the Operator dated **# date of Agreement #** for the provision of the Services;
- (2) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (3) **Claim** means any claim or cause of action of whatever nature in contract, tort, under statute or otherwise and whether actual or threatened;
- (4) **Deed** means this document, including any schedule or annexure to it;
- (5) **Effective Date** means **#insert the date on which the Shire takes over the rights, obligations and liabilities of the Operator under this Deed#**;
- (6) **Execution Date** means the date that the Operator executes this Deed;

- (7) **Services** has the meaning given in the Agreement; and
- (8) **Subcontract** means the agreement between the Operator and the Subcontractor dated [**# date of Agreement #**] to carry out the Subcontractor Services
- (9) **Subcontractor Services** means all services carried out by the Subcontractor pursuant to the Subcontract whether carried out for the Operator or the Shire.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (g) dollars, AU\$, AUD or \$ means Australian dollars unless otherwise stated.
- (2) Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation.
- (5) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

1.3 Parties

- (1) If a party consists of more than 1 person, this Deed binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

2. Novation

2.1 On and from the Effective Date:

- (1) the Operator novates to the Shire all of its obligations, liabilities, rights, title and interest in and to the Subcontract;
- (2) the Shire accepts the novation by the Operator;
- (3) the Subcontractor consents to the novation by the Operator to the Shire;
- (4) the Shire is bound by the terms of the Subcontract, and adopts the rights and obligations of the Operator, as if it was the original party to the Subcontract; and
- (5) a reference in the Subcontract to the Operator must be read as a reference to the Shire.

3. Releases

3.1 On and from the Effective Date, the Subcontractor releases the Operator from:

- (1) any obligations and/or liabilities under or in connection with the Subcontract, including all liabilities under contract, statute, in tort (for negligence or otherwise) or on any other basis in law or equity; and
- (2) any action, Claim and demand it has, or but for this clause 3.1 would have had, against the Operator, under or in connection with the Subcontract or the Subcontractor Services,

which arise or accrue after the Effective Date.

3.2 On and from the Effective Date, the Operator releases the Subcontractor from:

- (1) any obligations and/or liabilities under or in connection with the Subcontract or the Subcontractor Services, including all liabilities under contract, statute, in tort (for negligence or otherwise) or on any other basis in law or equity; and
- (2) any action, Claim and demand it has, or but for this clause 3.2 would have had, against the Subcontractor, under or in connection with the Subcontract or the Subcontractor Services,

which arise or accrue after the Effective Date to the extent that the release does not prejudice the Shire's right to enforce against the Subcontractor such obligations, liabilities, actions, Claims or demands. The Subcontractor acknowledges that such obligations, liabilities, actions, Claims or demands are owed to, and exist in favour of, the Shire as a result of the novation.

4. Shire's immunity from Operator's liabilities

4.1 Notwithstanding anything in this Deed, or in the Subcontract, the Shire will not, upon novation, become liable to the Subcontractor in relation to:

- (1) any failure of the Operator to fulfil any obligation which it owed to the Subcontractor prior to the Effective Date; or
- (2) any act or omission or default of the Operator irrespective of the date of that act or omission or default.

4.2 The Subcontractor releases the Shire from:

- (1) any action, Claim and demand the Subcontractor has in relation to the Subcontract or the Subcontractor Services where the event giving rise to the action, Claim or demand (including any act or omission or default of the Operator) occurred prior to the Effective Date;
- (2) any obligation and/or liabilities of the Operator under or in connection with the Subcontract or the Subcontractor Services, including all liabilities under contract, statutes, in tort (for negligence or otherwise) or on any other basis in law or in equity whether arising or accruing before or after the Effective Date; and
- (3) any action, Claim and demand the Subcontractor has against the Operator under or in connection with the Subcontract or the Subcontractor Services whether arising or accruing before or after the Effective Date.

5. Payment

- 5.1 The Subcontractor remains entitled to payment by the Operator for its obligations carried out by the Subcontractor under the Subcontract up to the Effective Date and these payments must be paid by the Operator without deduction or set off.

6. Obligation to continue

- 6.1 The Subcontractor warrants to the Shire that:

- (1) in carrying out the Subcontractor Services, the Subcontractor has fully complied with all of its obligations under the Subcontract with the care and skill properly to be expected from experienced and competent professionals with requisite qualifications;
- (2) the Subcontractor will fully comply with all of its obligations under the Subcontract after the Effective Date; and
- (3) the Subcontractor will continue to carry out the Subcontractor Services with the care and skill properly to be expected from experienced and competent professionals with requisite qualifications and in accordance with the Subcontract.

- 6.2 The Subcontractor must, notwithstanding:

- (1) any:
 - (a) breach of the Subcontract by the Operator; or
 - (b) Claim the Subcontractor has or may have against the Operator; and
- (2) any provision in the Subcontract,

continue to diligently fulfil its respective obligations under the Subcontract until it has been brought to an end pursuant to this Deed.

- 6.3 The Operator and the Subcontractor acknowledge and agree that this Deed does not affect, and is without prejudice to, all respective rights and Claims between the Operator and the Subcontractor under or in connection with the Subcontract prior to the Effective Date.

- 6.4 Notwithstanding the provisions of this Deed, clauses **[#insert surviving obligations from Subcontract, as applicable #]** of the Subcontract will continue to have effect as between the Operator and the Subcontractor as if this Deed had not been entered into.

7. Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior consent of each other party.

8. Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed.

9. Entire understanding

9.1 This Deed:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Deed; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

10. Waiver

- 10.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 10.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 10.3 A waiver is not effective unless it is in writing.
- 10.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

11. Costs and outlays

- 11.1 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Deed.
- 11.2 The Shire must pay all stamp duty and other government imposts payable in connection with this Deed and all other documents and matters referred to in this Deed when due or earlier if requested in writing by the Subcontractor.

12. Notices

12.1 How to give notice

- (1) A notice or other communication connected with this Deed (**Notice**) has no legal effect unless it is in writing.

- (2) In addition to any other method of service provided by law, the Notice may be:
- (a) sent by prepaid priority post to the address of the addressee set out in this Deed or subsequently notified;
 - (b) sent by facsimile to the facsimile number of the addressee;
 - (c) sent by electronic mail to the electronic mail address of the addressee; or
 - (d) delivered at the address of the addressee set out in this Deed or subsequently notified.

12.2 When notice is given

- (1) If the Notice is sent or delivered in a manner provided by clause 12.1(2), it must be treated as given to and received by the party to which it is addressed:
- (a) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting;
 - (b) if sent by electronic mail before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
 - (c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (2) A Notice sent or delivered in a manner provided by clause 12.1(2) must be treated as validly given to and received by the party to which it is addressed even if:
- (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - (b) the Notice is returned unclaimed.

12.3 Notice by solicitor

Any Notice by a party may be given and may be signed by its solicitor.

12.4 Address for notices

The addresses for Notices of each of the parties under this Deed are as follows:

(1) **Shire**

Attention:	Chief Executive Officer
Address:	PO Box 567, Tom Price WA 6720
Email address:	soa@ashburton.wa.gov.au

(2) **Operator**

Name:	#insert#
Attention:	#insert#
Address:	#insert#
Email address:	#insert#

(3) **Subcontractor**

Name: #insert#
Attention: #insert#
Address: #insert#
Email address: #insert#

13. Governing law and jurisdiction

- 13.1 The law of Western Australia governs this Deed.
- 13.2 The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and of the Commonwealth of Australia.

14. Counterparts

This Deed may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute the one document.

Schedule 1 – Payments

[Note: Insert Schedule 1 if you have inserted clause 5.1, otherwise delete Schedule 1.]

Fees under the Subcontract:	\$# insert # excluding GST
-----------------------------	----------------------------

That part of \$# insert #
the Fees excluding
which is GST
payable by
the Shire
for those
obligations
under the
Subcontract
which are
still to be
carried out
as at the
Effective
Date:

Executed as a deed and delivered on the date shown on the first page.

[# insert appropriate execution blocks for each party #]

DRAFT

Schedule 10
Site Plans

DRAFT

Schedule 11

Discretionary Service Direction

[# insert Shire details #]

The Shire of Ashburton (**Shire**) issues this Discretionary Service Direction pursuant to the waste services agreement between the Shire and [# insert name of Operator #] (**Operator**) dated [# insert date of agreement #] (**Agreement**). Capitalised terms in this Discretionary Service Direction have the same meaning given to those terms in the Agreement unless the context otherwise provides.

The Shire directs the Operator, and the Operator agrees, to perform its obligations under this Discretionary Services Direction within the parameters set out below, but at all times in accordance with the Agreement.

[Note: The items in the table below can be amended or removed as necessary in accordance with the relevant Discretionary Service.]

Item	Description
Shire's Representative	[# insert name, title #] Address: [] Telephone: [] Email: []
Operator's Representative	[# insert name, title #] Address: [] Telephone: [] Email: []
Scope of Discretionary Services under the Agreement	[# insert item and a description of the Discretionary Services which are the subject of this Discretionary Service Direction #]
Quantity	[# insert the quantity of the Discretionary Services required #]
Fees and rates	[# insert the Fees and rate for the Discretionary Services #]
Site	[# insert description of the Site #]
Access Date	[# insert date by which access to the Site is given to the Operator #]
Start Date	[# insert Start Date for the Discretionary Services subject to this Discretionary Service Direction #]
End Date	[# insert End Date for the Discretionary Services subject to this Discretionary Service Direction #]
Date for payment claim	[# insert date of payment claims #]
Date for payment	[# insert date of payment #]

KPIs	[#insert details of KPIs#]
Any other information requested by the Shire in an invitation for a Discretionary Service Proposal	[# insert any other information requested by the Shire in their request for a Discretionary Service Proposal #]

[# insert appropriate execution blocks for the Operator and the Shire #]

DRAFT

Executed as an agreement.

The Common Seal of the
Shire of Ashburton (ABN 45 503 070 070)
was affixed by authority of a resolution of
the Council in the presence of:

Shire President

Chief Executive Officer

Name of Shire President
(BLOCK LETTERS)

Name of Chief Executive Officer
(BLOCK LETTERS)

Executed by #idd **Company name** #
#idd **ACN/ABN number (include 'ACN' or**
'ABN')# in accordance with section 127 of the
Corporations Act 2001:

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

RFT 23.20 Total Waste Management Services (including Pilbara Regional Waste Management Facility)

Tender Addendum No. 002

Issue Date: Wednesday, 10 February 2021

IMPORTANT:

Tenderers are required to acknowledge receipt of any addenda issued and whether they have allowed for any price adjustments resulting from any issued addenda in Section **1.20 & 5.10 Addenda Acknowledgement**. Acknowledgement to be returned in Tender submission.

Please Sign and Return with Tender Submission.

Further to Request for Tender Number RFT 23.20, Tenderers are advised of the following alterations to the Tender Documents via this Addendum:

1. Alterations to the Technical Specification

- Addition of the Operation of the Onslow Waste Transfer Station as a Discretionary Service (Section 8.4); and
- Some minor cross referencing and typographical corrections.

The updated Technical Specification file (Technical Specification.3a Addendum 2 Edits) has been uploaded to the Tenderlink portal. All edits from the previous version of the Technical Specification have been marked in red font and underlined.

2. Alterations to the Price Schedule

The updated Price Schedule file (RFT 23.20 Price Schedules.3a Addendum 2 Edit) has been uploaded to the Tenderlink portal. The alteration to this Pricing Schedule is the inclusion of the Onslow WTS OPEX tab.

All other terms and conditions remain unchanged.

End of Tender Addendum

ACKNOWLEDGEMENT:

X

Signature
Title

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TECHNICAL SPECIFICATION

Note to Tenderers: This Technical Specification will be updated following negotiations with the preferred tenderer to ensure it is suitable to be included as a Schedule to the negotiated Waste Services Agreement, including aligning terminology with the Waste Services Agreement and removing information that is relevant to the tender process and not relevant post contract award.

1 Introduction

The Shire has the following objectives in issuing this RFT:

- (a) Operate and maintain the Pilbara Regional Waste Management Facility to a Best Practice standard;
- (b) Achieve a high level of compliance with health, environment and safety requirements and compliance with Federal and State regulatory requirements;
- (c) Attract additional waste streams and volumes to maximise the return on investment of the PRWMF;
- (d) Promote innovation in waste treatment and disposal services offered to the Pilbara region;
- (e) Achieve safe and efficient waste management services across its jurisdiction;
- (f) A commitment between the Shire and Operator to strategically link the organisations in order to work together to maximise their effectiveness and reduce the total cost of shared processes; and
- (g) To set clear performance targets for all waste management activities.

The Shire is located approximately 1,400 kilometres north of Perth in the Pilbara region of Western Australia and has a resident population of approximately 13,329 in 2018.

The main centres of population are the administrative centre of Tom Price and the towns of Onslow, and Paraburdoo.

The Shire sees continual growth in the resources industry and the residential and fly-in fly-out populations from the resources sector. The region has significant natural tourism assets in the Karijini and Millstream Chichester National Parks and coastal assets with associated recreational fishing and diving opportunities that attract as high numbers of tourists.

2 Background Information

The Shire currently undertakes waste collection services in-house and manages the Shire's waste infrastructure. The Shire provides a weekly kerbside refuse collection service to residents and commercial properties in the towns of Onslow, Tom Price and Paraburdoo.

The Shire has approximately 2,411 single dwellings and 403 medium-to-high density dwellings, with approximately 2,763 of the total dwellings being occupied.

The Shire estimates that 2280 residential bins and 560 commercial bins are serviced during the weekly refuse kerbside collection service.

340 Public Place Bins are serviced up to 3 times per week and varies from town to town. Each town also hosts a number of special events, which will require a special events collection services to be undertaken as required.

The Shire owns and operates:

- (a) Onslow Waste Transfer Station Lot 500 Onslow Road, approximately 4km south of Airport Turnoff on Onslow Road;
- (b) Tom Price Waste Disposal Site at Lot 300 Bingarn Road, approximately 4km West on Bingarn Rd from Coles Express; and
- (c) Paraburdoo Waste Disposal Site at 35 Beasley Road approximately 1km north from Camp Road on Beasley Road.

Approval has been obtained by the Shire for the establishment of Pilbara Regional Waste Management Facility (PRWMF) a class IV Landfill Facility located at Lot 550 and 551 on Deposited Plan 414367 (Reserve 53324) being 150 Onslow Road, Thalanyji, 36 kilometres (km) to the south of the town of Onslow. Construction of the PRWMF is expected to be completed in early 2021.

The waste facilities activities require them to be licensed as Prescribed Premises, in accordance with the Environmental Protection Act 1986 (EP Act). The Shire currently holds the required licences and approvals to operate these waste facilities. The Operator will be required to comply with these licences for the Term of the Contract.

Waste Material from the Onslow town site, collected as part of this Contract, is to be deposited at the PRWMF.

Waste Material from the Tom Price and Paraburdoo town sites, collected as part of this Contract, is to be deposited at Tom Price and Paraburdoo Landfill Facilities respectively.

There are currently limited recycling services available for the Shire's residents and businesses and no kerbside recycling collections offered. Residents who wish to dispose of recyclables, bulk waste and hazardous items are encouraged to take these materials directly to the Shire's waste facilities.

3 Waste Data

The Shire's Kerbside Refuse Waste from its red lidded waste bin collection service provided in the town of Onslow is currently disposed of at the Onslow Transfer Station and transported to the Tom Price landfill facility for disposal. Waste from the similar services provided to the towns of Tom Price and Paraburdoo are each disposed at the respective landfill facility located at each town.

The quantities of Shire's Kerbside Refuse Waste bins are shown below, measured in tonnes per annum:

Year	Refuse (tpa)
Onslow	
2017	1,591.62 tonnes
2018	4,229.81 tonnes
2019	2,904.44 tonnes
Tom Price	
2017-2018	3,189.84 tonnes
2018-2019	12,396.03 tonnes
2019 -2020	16,576.21 tonnes
Paraburdoo	
2017	1,661.75
2018	3,198.26
2019	5,423.16

Note: The Shire bears no responsibility or liability for the use of these figures by Tenderers. The Shire makes no representation as to the amount of waste which will be delivered to any of the various waste facilities and will not guarantee any amount of waste to the Operator.

4 Anticipated Timeline

Milestone Description	Date
Request for Tender released	30 th February 2021
Mandatory Briefing	19 th February 2021
Site Inspection (Optional)	25 th February 2021
Closing date for submissions	11 th March 2021 (2pm WST)

5 Definitions

Below is a summary of some of the important defined terms used in this Part 5 - Specifications. Terms will, unless inconsistent with the context, have the meanings indicated below [or as specified in clause 1.1 of the Agreement].

Agreement	Means the Waste Services Agreement
Agreement Specifics	<p>Means the:</p> <ul style="list-style-type: none"> (a) General Agreement Specifics; (b) Collection Agreement Specifics; (c) Transfer Station Agreement Specifics; and (d) Landfill Facility Agreement Specifics, <p>to the extent that they form part of the Agreement.</p>
Alternative Collection Points	Means the alternative location to the Collection Point, at which a MGB is emptied or collected for emptying into a Collection Vehicle.
Alternative Disposal Facility	Means a specified waste handling, processing or treatment facility, landfill, Materials Recovery Facility or Processing Facility other than a “Nominated Facility”, which is appropriately licensed and approved by the Shire for receiving materials under this Contract.
Approximate Centroid	Means the approximate centre of the collection area(s) in which the Collection Services are to be performed.
Approved Purpose	Has the meaning given in Section 7.1.12.
Bin or MGB	Means a Mobile Garbage Bin or receptacle approved by the Shire used for the collection of Refuse Material under the Contract.

Bulk Bin	Means a receptacle for the deposition of Bulk Waste as part of Bulk Verge Collection Services.
Bulk Verge Collection Services	Means the collection of bulk household Green Waste from verges of Properties or other locations on or adjacent to a Property utilising a Bulk Bin.
Carbon Scheme	Means any requirement imposed by Law or any Authority relating to greenhouse gas emission including: (a) the National Greenhouse and Energy Reporting Act 2007 (Cth); and (b) any other any Law relevant or related to the operation of the carbon price mechanism under the Clean Energy Act 2011 (Cth).
Collected Material	Means any material that is emptied from a MGB into a Collection Vehicle in accordance with the Contract.
Collection Area	Means the area in which the Collection Services are to be performed as detailed in Appendix 2.
Collection Day	Means a day on which Collection Services are performed as per the Collection Schedule.
Collection Frequency	Means the length of time between the emptying of an MGB as per the Collection Schedule.
Collection Point	Means the location at which a MGB is emptied or collected for emptying into a Collection Vehicle.
Collection Schedule	Has the meaning given to it in <u>Section 8.1.5</u> .
Collection Times	Has the meaning given to it in <u>Section 8.1.6</u> .
Collection Vehicle	Means a vehicle utilised for the Kerbside Collection Services.

Commencement Date	Means the date specified within Schedule 1 of the <u>Waste Services Agreement</u> .
Commercial Property Services	Means Kerbside Collection Services from Commercial Property.
Container Deposit Scheme	Has the meaning given to it in <u>Section 8.1.27.2</u> .
Customer	Means a person who is responsible for a: (a) Property that is entitled to a Service, or (b) MGB at a Service Entitled Property.
Delivered Material	Means Collected Material that is delivered to a Facility and where the Operator is providing Kerbside Collection Service.
Discretionary Service Commencement Date	Means the date specified within <u>Annexure A – Agreement Particulars</u> for each of the Discretionary Services.
Environmental Incident	Means any event that arises in connection with the Services which has resulted or results in any actual or potential adverse impact on the Environment
Excluded Waste	Means any waste that the Landfill Facility or the Transfer Station is not licensed to accept by Law
Front Lift Bin	Means a Bin that is designed as a top loading enclosed Bin collected by a front lift collection vehicle, or receptacle approved by the Shire used for the collection of Refuse Material under the Contract.
Gate Fee	Means the cost per tonne charged to users at the PRWMF for disposal of waste streams accepted (excluding Shire and its waste).

Good Industry Practice	Means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced person (engaged in the same type of undertaking as that of the Operator) or any sub-contractor under the same or similar circumstances.
Green Waste	Means material that is vegetative in nature.
Kerbside Collection Services	Means the Kerbside Refuse Collection Services, MGB Services and Customer Service.
Kerbside Refuse Bin / Refuse Bin	Means a MGB utilised for Kerbside Refuse Service/s.
Kerbside Refuse Collection Services	Means all services required to complete and support the collection, emptying and disposal of material from Refuse MGBs.
KPI	Means key performance indicators described within the Waste Services Agreement.
Legal Requirement	Means: (a) Laws; (b) Approvals; and (c) fees and charges payable in connection with the foregoing.
Licence	Means the licence granted to the Shire as the registered proprietor of its Facilities.
Licensed Area	Means the licences area of the Shire's various Facilities.
Maximum Capacity	Means the maximum capacity of the Landfill Facility(s) permitted by the Law.

Maximum Tonnage	Means the maximum volume of Delivered Material that the Transfer Station can accept in the course of one (1) day as described in <u>Annexure A – Agreement Particulars</u> .
Maximum MGB Weight	Means the maximum weight of Material able to be placed in the MGB to ensure collection.
Mobile Garbage Bin Management Services	Has the meaning as specified within Section 8.1.28.
MUD	Means multi-unit development.
Nominated Disposal Facility	Means the location specified by the Shire for the disposal of Refuse.
Nominated Residuals Disposal Facility	Means the facility for the disposal of Residual Material.
OH&S	Means occupational health and safety.
On-Demand Services	Means the provision of additional Kerbside Collection Services from time to time as requested by a Customer or Shire.
Operating Stage	Means the period from the day after the Ramp-up Stage ends until the End Date
Operator	Means the person or persons, corporation or corporations whose Tender is accepted by the Shire, including the executors or administrators, successors and approved assignments of such person or persons, corporation or corporations and specified as such in <u>Annexure A – Agreement Particulars of the Contract</u> .
Operator's Representative	Means any Officer or person duly authorised by the Operator, in writing, to act on their behalf for the purpose of the Agreement;

Party	Means the Shire or the Operator (or both) (as the context requires), and Parties means both of them.
Party's Representative	Means: (a) the Shire's Representative in respect of the Shire of Ashburton; and (b) the Operator's Representative in respect of the Operator.
Personal Information	Means information or an opinion (including information or an opinion forming part of a database) that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Price Schedule 1	Means the price schedule of the Agreement that shall apply when the Mandatory Services and not all Discretionary Services have been awarded.
Proponent	Means the party or parties submitting a Tender in response to the RFT.
Shire's Representative:-	Means - (a) the person appointed to, or anyone acting in, the position nominated as the Shire Representative in <u>Annexure A – Agreement Particulars</u> , or if the position nominated or its title changes, the person appointed to or anyone acting in the equivalent new or renamed position; or (b) any other person nominated in writing by the Shire.
Property Types	Has the meaning given to it in Section 8.1.4.
Public Holiday	Means a public holiday, within the meaning of the <i>Public Holidays Act 1993</i> , applying in the Municipal District.
Public Place Bins	Means MGBs located within the Collection Area specifically for the deposition of Waste generated in public places.

Ramp-Up Stage	Has the same meaning as specified within the Waste Services Agreement.
Refuse or Refuse Material	Means any material that is discarded or unwanted and not typically recyclable.
Relevant Authority	Means any court or tribunal with the relevant jurisdiction, any local, state or national government, council, agency, authority, inspectorate, department, ministry, official or public or statutory person.
Request or RFT or Request for Tender	Means the entire document this Specification is an attachment of.
Services	<p>Means:</p> <ul style="list-style-type: none"> (a) the performance of work; (b) the supply of materials; and (c) all other things required to be done; <p>included in any part of the services so identified and particularised and any ancillary services required under this Contract by the Operator, as indicated in the Contract Documents, and includes any matters reasonably to be inferred from the Contract Documents or Good Industry Practice.</p>
Service Area	Means the area indicated on the maps attached, together with such additional properties that Shire may nominate during the term of the Contract providing such properties are within Shire's boundary.
Service Entitled Property	Means any Property entitled to a Service as directed by the Shire.
Shire	Means the Shire of Ashburton.
Special Events	Means community events that occur from time to time that require Services.
Standard Service	Means the collection of a MGB from the kerbside by a Collection Vehicle.

Transfer Station	Means the transfer station identified in Item 1 of the Landfill Management and Transfer Station Contract Specifics in <u>Annexure A – Specification Particulars</u> ,
Tender	Means completed Offer Form, Response to the Selection Criteria and Attachments.
Urgent Complaint	Means a complaint as defined in Section 8.1.29.2.
Waste	Means any substance that is placed into an MGB for collection and disposal or processing, or any waste streams to be received at the Pilbara Regional Waste Management Facility, Onslow Transfer Station, Tom Price Landfill or Paraburdoo Landfill.
Working Days	Has the same meaning as Business Day.

6 Scope of Work

The Shire seeks to engage a suitably qualified and experienced organisation for the provision of a variety of mandatory and discretionary Waste Management Services:

- a. Mandatory Service:
 - a. the operation of a Class IV landfill at Onslow (referred to as the Pilbara Regional Waste Management Facility [PRWMF]) including;
 - i. the operation of the weighbridge and gatehouse;
 - b. haulage of waste from Onslow WTS;
- b. Discretionary Services, these include but are not limited to the following services:
 - a. Kerbside collection services and supporting services; and
 - b. Operational of additional waste infrastructure at Onslow, Tom Price and Paraburdoo.

The services listed above are each defined as either:

- **Mandatory Services** being services that must be provided by the Operator; and
- **Discretionary Services** which are services that the Shire may decide to utilise, depending on the quoted rates within the Price Schedule. Discretionary services may also be implemented at a time during the Operational Stage of the Contract. Implementation of Discretionary Services is exercisable solely at the absolute discretion of the Shire.

The services required by the Shire are as follows:

Service Description	Service Type	
	Mandatory	Discretionary
Onslow Waste Infrastructure Management		
PRWMF Landfill Management	X	
Operation of the PRWMF Weighbridge and Gatehouse	X	
Haulage Waste Materials from Onslow WTS to PRWMF	X	
Kerbside Collection Services - Onslow		
Kerbside refuse collection and disposal		X
Commercial kerbside refuse collection and disposal		X
Public place bin collection and disposal		X
Commercial front lift bin supply and collection		X

Service Description	Service Type	
	Mandatory	Discretionary
Special events bin supply and collection		X
Disaster waste collection services		X
Bin repair and maintenance		X
Bin supply and delivery		X
Customer services		X
Records and reporting		X
Tom Price, and Paraburdoo and Onslow Waste Infrastructure Management		
<u>Onslow Waste Transfer Station Management</u>		X
Tom Price Landfill Management		X
Paraburdoo Landfill Management		X
Kerbside Collection Services – Tom Price and Paraburdoo		
Kerbside refuse collection and disposal		X
Commercial kerbside refuse collection and disposal		X
Public place bin collection and disposal		X
Commercial front lift bin supply and collection		X
Special events bin supply and collection		X
Disaster waste collection services		X
Bin repair and maintenance		X
Bin supply and delivery		X
Customer services		X
Records and reporting		X

The Operator must indicate how the specific requirements of the Contract are to be achieved by submitting detailed draft plans for the Mandatory Services.

The detailed requirements of the Mandatory Services are shown in Section 7. The detailed requirements of the Discretionary Services are shown in Section 8.

7 Mandatory Services

7.1 Pilbara Regional Waste Management Facility

The Shire is seeking a Licence to operate the PRWMF from the Department of Water and Environmental Regulation. This Section 7 will not be implemented until the necessary Licence has been granted.

7.1.1 Introduction

The Shire wishes to enter into a joint agreement with a suitably qualified Operator for the operation and maintenance of the Pilbara Regional Waste Management Facility (PRWMF).

The Shire is seeking to enter into an agreement with the Operator that would encourage the Operator to attract waste from multiple sources to the PRWMF.

The Operator shall commit to work with the Shire to obtain final approvals for the PRWMF and then to operate and maintain the PRWMF in accordance with the relevant approval(s).

The Shire is open to considering a range of resource recovery and waste treatment processes within the PRWMF.

7.1.2 Background

The PRWMF is an integrated waste management facility which also includes a Class IV landfill facility located on Lot 550 and 551 on Deposited Plan 414367 (Reserve 53324) 36 kilometres (km) to the south of the town of Onslow.

The PRWMF will provide a range of waste management services including those listed in Section 7.1.7.

The PRWMF will accept waste from Kerbside Collections within Onslow, commercial waste and Class III and IV materials generated by the mining, oil and gas resource sectors.

The PRWMF is the only Class IV landfill facility in the north-west of Australia which will provide the region with access and security in relation to best practice treatment and disposal of Class IV materials within Onslow and the wider Pilbara region.

7.1.3 Waste Materials and Quantities

The Shire commits to disposing Waste that requires landfilling from its waste collections services in Onslow to the PRWMF following commencement of operations of that facility up to the end of the Term.

Details of recent quantities of waste generated in the services that would in future go to the PRWMF are shown in the table below.

Waste Streams	FY 2017/18 Quantities	FY 2018/19 Quantities	FY 2019/20 Quantities
Hydrocarbons	150 tonnes	166.55	130.17
Tyres & Car bodies	.59 Tonnes	3.30 Tonnes	1.80 tonnes
General Waste <u>Refuse</u> currently coming from Onslow Transfer Station	131.25 tonnes	1727.55 tonnes	1059.60 tonnes
Scrap Steel currently coming from Onslow Transfer Station	95.25 tonnes	304 tonnes	70.50 tonnes
Greenwaste currently coming from Onslow Transfer Station	98.55 tonnes	383.48 tonnes	308.08 tonne

Operators are to make their own interpretations and conclusions of the expected composition of Waste Materials for the purposes of tendering.

Operators are to undertake their own investigations and studies of the composition and other quality characteristics of the Waste Materials.

It is anticipated that the PRWMF will be licensed to accept 50,000 tonnes per annum.

The Shire will arrange for the delivery of waste collected by or on its behalf within the Onslow area to be delivered for disposal or treatment to the PRWMF. The Shire does not commit to deliver to the PRWMF Waste generated in other sectors of its District (including Paraburdoo

and Tom Price). The Shire cannot guarantee the quantities of such Wastes it will deliver throughout the Term. Therefore, Operators shall be responsible for estimating the future growth of the waste quantities for their own requirements.

7.1.4 Key Infrastructure

The proposed key waste management infrastructure for the PRWMF includes the following:

- (a) Dual weighbridge and gatehouse;
- (b) Bulk waste drop off area for green waste, C&D waste and scrap metal;
- (c) Liquid waste treatment area;
- (d) Tyre monocells;
- (e) Asbestos monocells;
- (f) Class IV landfill; and
- (g) Leased Available Area for Operator waste management activities.

The concept plan for the development of the PRWMF is attached in Appendix 7 – PRWMF Concept Plan.

7.1.5 Weighbridge and Gatehouse

The Operator will be required to maintain and operate the Weighbridge and Gatehouse at the PRWMF, including:

- (a) Operation of and all associated commercial accounts and cash handling;
- (b) The weighbridge will be required to be calibrated annually, by accredited supplier and reports issued to the Shire on completion; and
- (c) Comply with all licence conditions and associated legislation relating to the operation of the weighbridge; and
- (d) The Shire will own, install and maintain the weighbridge software, but the Operator will operate it.

CCTV and Licence Plate Recognition Software will be installed in the weighbridge, gatehouse and throughout the PRWMF. The Shire will maintain these aspects of the facility and have full control over the use/access to the data retrieved from these technologies.

7.1.6 Scope of Services

The Operator will be required to manage infrastructure and equipment services as detailed in in Section 7.1.7, including but not limited to:

- (a) Construction and demolition wastes recycling;
- (b) Greenwaste processing;
- (c) Liquid waste processing
- (d) Pre-processing of specialised waste streams ;
- (e) Operating the Weighbridge; and
- (f) Provide, manage, operate and maintain of supporting Infrastructure, including the following:
 - On site Signage including waste separation area – e.g., Greenwaste, Main site signage and safety signs
 - Site Workshop
 - Crib room facilities
 - Medic Room facilities
 - Safety Showers
 - Communication Towers – UHF. Aerial
 - Wash down Bay Operating System
 - Fuel Tank – The shire is supplying the Re-fueling pad but not the tank, the contractor will be required to supply the tank.
 - Wireless internet services

As part of the Services, the Operator shall operate and maintain the PRWMF in accordance with the Contract and will be required to attract additional waste quantities to the PRWMF in accordance with the PRWMF Marketing Plan.

The Operator will hold current third-party accreditation in compliance with:

- (a) AS4801 Occupational Health and Safety Management Systems,
- (b) ISO9001 Quality Management Systems, and
- (c) ISO14001 Environmental Management Systems.

7.1.7 Services to be Provided

The key infrastructure, services to be provided, responsibility for operation, maintenance, inspections and environmental monitoring are detailed in the table below.

Aspect	Operations	Maintenance
Waste Management Facilities		
Class IV landfill	Operator	Operator
Liquid Waste Area:		

- Fixation Ponds (to be constructed)	Operator	Operator
- Evaporations Ponds	Operator	Operator
- Oil water separator	Operator	Operator
Bulk Waste Area:		
- Green waste processing area	Operator	Operator
- C&D recycling facility	Operator	Operator
- Scrap metal stockpiling area	Operator	Operator
Tyre Monocells	Operator	Operator
Asbestos Monocells	Operator	Operator
Gatehouse and weighbridge	Operator	Operator
Landfill Gas Collection System	Operator	Operator
Leachate evaporations ponds	Operator	Operator
Surface water attenuation ponds	Operator	Operator
Maintenance Shed	Operator	Operator
Wash down bay	Operator	Operator
Refuelling pad and fuel tank	Operator	Operator
Wheel wash	Operator	Operator
Fencing and security gate	Operator	Operator
Fire water tank	Operator	Operator
Turkeys nest and standpipe	Operator	Operator
Ablution Block	Operator	Operator
Production bore(s)	Operator	Operator
Environmental Monitoring	Shire	Shire
Water Cart	Operator	Operator

7.1.8 Landfill Services

The Shire may, at its sole discretion, enter into an Agreement, relating to the operation and maintenance of the PRWMF Services with the Operator.

The Shire's objective is to ensure that the PRWMF is used in an orderly manner, without the Shire incurring high costs.

The Shire has the liability for the long-term operations, closure and post closure management of the PRWMF, and as a result it desires to retain responsibility for overall management of the PRWMF to mitigate these risks.

Operators are responsible for estimating the future growth of the waste quantities sent to landfill as part of the Marketing Plan.

It is expected that the Operator will attract additional waste volumes to be processed at the PWRMF.

This waste will be charged at the appropriate Gate Fee set by the Alliance board. The Operator will be responsible for the production and sale of any commodities and management and disposal of solid and liquid waste throughout the Term.

7.1.9 Operational and Environmental Management Plan

The Operator shall be responsible for the operation and maintenance of the PRWMF on behalf of the Shire in compliance with the Licence and the Operational and Environmental Management Plan (OEMP), and all other relevant management plans.

The Operator shall provide input on the relevant sections of the OEMP in Appendix 9 for inclusion in the Agreement.

Once agreed to by the Shire, the OEMP form part of the Agreement and shall be updated by the Operator from time to time, as required.

7.1.10 Environmental Management

The Operator must ensure that in providing Services, it:

- (a) does not cause or contribute to an Environmental Incident or Contamination;
- (b) complies with all Legal Requirements concerning the Environment;
- (c) minimises any impact on the Environment;
- (d) immediately notifies the Shire of, and remedies as soon as is practicable:
 - i. any non-compliance with any Legal Requirements concerning the Environment;
 - ii. any Environmental Incident or Contamination; or
 - iii. any issues the subject of a notice, order or communication received from an Authority under any Legal Requirement concerning the Environment or otherwise related to any Environment matter concerning the Services.

The Operator is responsible for all costs related to an Environmental Incident or Contamination, including the cost of undertaking any remedial action.

The Operator must:

- (a) obtain all necessary Approvals (other than the Shire Approvals) necessary in order for it to carry out the Services in accordance with the requirements of the Contract. In the event any such Approvals are required to be held in the name of the Shire, the Operator

must do all things reasonably necessary to obtain and maintain all such Approvals during the term of the Contract;

- (b) comply with all Approvals and Shire Approvals during the term of the Contract;
- (c) operate all Plant and Equipment in compliance with the Environmental Protection (Noise) Regulations 1997 (WA) and the Contract;
- (d) undertake the Services in accordance with the EMS (if any) that has been approved by the Shire; and
- (e) where required provide a Waste Management Infrastructure Plan.

The Operator must ensure that the Landfill is:

- (a) operated in a manner which does not cause unreasonable emissions from the facility and minimises any nuisance (by way of odour, noise, litter, pest infestation or any other cause) to owners or occupiers of adjoining or nearby land;
- (a) operated in accordance with the Operational Plan, the OHS Management System, the OEMP, the EMS and the Quality System (whichever are specified as applicable in Annexure A – Application Particulars); and
- (b) maintained in a manner which is as clean and tidy as is possible having regard to the nature of the operations which the Operator is required to conduct under the Contract.

7.1.11 Operating Licence

The Shire will seek a Licence to operate the PRWMF from the Department of Water and Environmental Regulation. Once granted, the Operator shall operate the PRWMF in accordance with the conditions of the Licence. If any changes to the Licence are required, it is the responsibility of the Shire to seek an amendment.

7.1.12 Grant of Licence

The Shire will retain the Licence during the Term.

The Shire grants to the Operator and the Operator takes from the Shire for no consideration, access to the Licensed Area on a non-exclusive basis for the Operator to perform the Services and obligations pursuant to the Contract (**Approved Purpose**)

In accordance with the Agreement, the Shire and the Shire's Personnel may at any time, without prior notice, have access to the Site for any purpose, provided that:

- The reasonable requirements of the Operator in relation to safety and security are complied with while accessing the Site; and
- The relevant Personnel have completed any of the Operator's Site induction requirements.

The Operator must, during the Term, perform and comply with the following obligations:

- (a) only use the Licensed Area for the Approved Purpose;
- (b) not do anything which might in any way endanger the property of the Shire or any person in or on the Licensed Area;
- (c) not carry on any illegal, immoral, offensive or unlawful activity, business or use on any part of the Licensed Area;
- (d) not cause any damage to any equipment on the Licensed Area not being the property of the Operator;
- (e) promptly make good to the reasonable satisfaction of the Shire any damage to the Licensed Area caused by negligence, misuse or abuse or wilful act or omission of or otherwise by the Operator or the Operator's Personnel;
- (f) if any Approval of an Authority is suspended, withdrawn, cancelled or in any other way rendered ineffective, the Operator must immediately stop access to and the use of the Licensed Area until all the necessary Approvals have been obtained or made effective;
- (g) at its own cost obtain, maintain and comply with all Approvals necessary from time to time for the conduct of its activities and the lawful use of the Licensed Area;
- (h) where necessary, facilitate, and otherwise not to do anything to prevent or hinder entry onto the Licensed Area of any person to whom the Shire has granted a right of access, licence or other form of tenure in accordance with this Section 7.1.12; and
- (i) any other reasonable direction notified to the Operator by the Shire.

The Shire expressly reserves the right to, upon notice to the Operator:

- (a) enter upon the Licensed Area to operate, alter and maintain any existing assets belonging to it on the Licensed Area;
- (b) enter upon the Licensed Area to install, operate, alter and maintain new assets or infrastructure;

(c) grant to any other person a right of access, licence or other form of tenure over the Licensed Area for any purpose; and

(d) temporarily suspend the Operator's rights under this Licence for a breach of this Section 7.1.12, or on any other reasonable grounds.

Without prejudice to any provisions in the Contract dealing with termination of the Contract, Operator's rights under this agreement will terminate automatically and without notice being required by the Shire on the End Date.

The Operator must remove the Operator's Property from the Licensed Area within five (5) Business Days after either the:

(a) expiration of the Term; or

(b) other termination of this Licence.

All damage to any part of the Licensed Area or any Shire Supplied Plant or Equipment or any equipment or property of any other person by the removal of the Operator's Property must promptly be made good by the Operator to the reasonable satisfaction of the Shire and, if the Operator fails to do so, the Shire may make good the damage at the expense of the Operator.

7.1.13 Other Licences

The Operator shall be required to obtain any additional approvals required to operate the PRWMF e.g. Dangerous Goods Licence (if required). The PRWMF shall be developed and operated by the Operator in accordance with those approvals.

7.1.14 Term of the Agreement

The term of the Agreement is as set out in the Waste Services Agreement

7.1.15 PRWMF Occupational Health and Safety Plan

The Operator shall provide an Occupational Health and Safety Plan to demonstrate that the PRWMF will be operated under a safe and effective occupational Health and Safety system and in accordance with the *Occupational Safety and Health Act 1984 and Regulations* and any acts, regulations, codes of practice, Australian Standards and the Shire's Occupational Health and Safety policy and procedures which are in any way applicable to this contract or the performance of the services under this contract.

The Operator must outline within the draft Occupational Health and Safety Plan how it will operate in accordance with the Shire's Occupational Safety and Health policy.

The Operator shall detail the leading and lagging indicators (KPIs) that will be recorded and reported under the Occupational Health and Safety Plan.

Any new Occupational Health and Safety risks are to be presented to the Alliance Board and the Occupational Health and Safety Plan is to be updated accordingly.

The Draft PRWMF Occupational Health and Safety Plan will be reviewed by, and be subject to, the approval of the Shire. The approved PRWMF Occupational Health and Safety Plan is to be adopted by the Operator.

The PRWMF Occupational Health and Safety Plan is to be updated and approved by the Alliance Board annually.

7.1.16 Implementation Plan

The Operator shall prepare a draft PRWMF Implementation Plan.

The PRWMF Implementation Plan shall address the following requirements:

- (a) List of all tasks and resources required including any potential external / specialist support;
- (b) Lead time for any potential plants or equipment;
- (c) Timeframes associated with any key decisions or approvals required;
- (d) Proposed timeline through to commencement of operations and beyond if relevant (Gantt Chart);
- (e) Roles and Responsibilities of key staff; and
- (f) Risk assessment and associated mitigation measures.

The Draft PRWMF Implementation Plan will be reviewed by, and be subject to, the approval of the Shire. The approved Implementation Plan is to be adopted by the Operator.

The Implementation Plan is to be updated and approved by the Alliance Board annually.

7.1.17 Maintenance Plan

The Operator shall prepare a draft PRWMF Maintenance Plan.

The PRWMF Maintenance Plan shall address the following requirements:

- (a) Facility Repair and Maintenance Policy;

- (b) Routine Maintenance Plans across the PRWMF;
- (c) Repairs and Maintenance of major components including identifying the frequency of major life cycle refurbishments/replacements for key process equipment;
- (d) Miscellaneous requirements;
- (e) Labour requirements including any potential external and specialist services; and
- (f) Costs associated with the implementation of the Maintenance Plan (over 3 years).

The Draft Maintenance Plan will be reviewed by, and be subject to, the approval of the Shire. The approved Maintenance Plan is to be adopted by the Operator.

The Maintenance Plan is to be updated and approved by the Alliance Board annually.

7.1.18 Transition Plan

The Operator shall prepare a draft PRWMF Transition Plan six (6) months prior to the Facility Handover, or within 1 month of a request from the Shire.

The PRWMF Transition Plan will be reviewed by, and be subject to, the approval of the Shire.

7.2 Transfer of Waste from Onslow WTS to the PRWMF

The Operator of the PRWMF is to collect and haul various recycling and waste materials accepted by the Shire at the Onslow Waste Transfer Station (WTS), located at Part Lot 500 Onslow Road, Onslow to the PRWMF.

7.2.1 Collections

Refuse material accepted at the WTS is to be collected on a weekly basis. The Operator is required to provide and maintain a hook lift bin at the WTS at all times.

Other recycling and waste materials are to be collected from the WTS on an 'on-call' basis.

The Shire's authorised representative, will call the Operator to schedule these 'on call' collections as required. Typically 24 ~~hours~~ ~~days~~ notice will be given to the Operator prior to the required collection service.

7.2.2 Load Verification

Prior to departing the WTS the Operator shall provide the Shire's authorised representative with a load docket providing an estimated volume and weight of load. The docket is to be signed and a copy retained by the Shire's authorised representative as a service verification

record, not of actual weight removed. The Operator will allow the Shire's authorised representative to inspect the load if requested.

The Operator is to provide at the conclusion of each invoice month an official weighbridge docket for each load removed from the WTS.

8 Discretionary Services

8.1 Kerbside Waste Collection Services

8.1.1 Background

The Shire currently provides the following Services which are to be provided by the Operator:

- (a) **Residential Properties** - which are defined as single residential properties and multi-unit developments (MUDs) that can be generally serviced by side or rear lift collection vehicles from the verge as a **Standard Service** and may require a **Wheel out - Wheel in Service** to specific Residential Properties due to verge space limitations, or in line with the Shire's Disability Access and Inclusion Plan.
- (b) **Commercial Properties** – defined as commercial accommodation, light industrial or retail properties that are generally serviced by a rear lift vehicle but may also require a Wheel out - Wheel in Service. Commercial properties are currently not required to obtain any MGB waste collection services through the Shire, however the majority of Commercial Properties utilise the service provided by the Shire.
- (c) collection of Public Place Bins within the town centres and other various locations;
- (d) provide customer services to manage enquiries, complaints and bin supply service requirements;
- (e) manage community waste education and compliance services;
- (f) supply, delivery and maintenance and any roll out of MGBs to Residential and Commercial properties; and
- (g) provision of administrative requirements for the successful delivery of Services.

The Kerbside Refuse Collection Schedule utilised by the Shire is summarised below. A detailed breakdown of the collections is included in [Appendix 1](#) and [Appendix 2](#).

Town	Day	Area
Tom Price	Wednesday	Central, south side of North Road

	Thursday	North side of North Road and Area W
Paraburdoo	Tuesday	Town
Onslow	Wednesday	Town

The Operator may propose an alternative solution for any Service that provides better value for money through an Alternative Tender submission. Any Alternative Tender must be lodged in accordance with the conditions of tendering and priced accordingly.

8.1.2 Kerbside Waste Collection Service Plan

Prior to commencing the Kerbside Waste Collections Service, the Operator shall prepare a draft Waste Services Plan.

The Operator shall address the following requirements:

- (a) Collection Methodology;
- (b) Mobile Garage Bin Management;
- (c) Customer Service;
- (d) Community Waste Education;
- (e) Quality Management;
- (f) Environmental Management; and
- (g) Occupational Health and Safety Plan.

The Shire will supply the Operator, no later than forty (40) Business Days before the Discretionary Services Commencement Date, all information required for the final development of the Kerbside Waste Services Plan.

No later than thirty (30) Business Days before the commencement any collection service, the Operator shall prepare and must deliver all draft Kerbside Collection Services Plan to the Shire in electric format.

The Shire will review the Kerbside Collection Services Plan provided by the Operator and will approve the Kerbside Collection Services Plan within five (5) Business Days, or may:

- (a) request alterations; and
- (b) require the provision of additional information;

prior to approving the Kerbside Collection Services Plan.

Within ten (10) Business Days of the Shire giving approval to the Kerbside Collection Services Plan, the Operator must supply the Shire with an electronic copy of all final plans required under the Kerbside Collection Services Plan incorporating any amendments requested by the Shire.

8.1.3 Standard Collection Requirements

The Operator must perform comprehensive, safe, and efficient kerbside collection services on the days, times and at the frequency specified in the Collection Area maps from:

- (a) Residential Properties within the Collection Area;
- (b) Commercial Properties within the Collection Area;
- (c) Public place locations within the Collection Area; and
- (d) Other places within the Collection Area nominated by the Shire (which may include schools, public facilities, common collection points, and the like);

in accordance with in Annexure A – Agreement Particulars.

The Operator shall provide a:

- (a) Weekly Kerbside Refuse Collection Service;
- (b) Public Place Bin services;
- (c) On-Demand Services for all MGBs; and
- (d) MGB supply, and/or delivery and maintenance services;

performed in accordance with the General and any Special terms and conditions of the Contract.

The weekly Kerbside Refuse Collection Service will involve servicing Residential properties, Commercial properties and Public Place Bins.

From time to time, there may be a requirement for additional supply and collection of Bins for Special Events. Special Events Collection Service will be at the request of the Shire.

The Kerbside Refuse Collection Service must be available to be implemented to all Property Types listed.

The Operator may encounter challenging Properties in performing the Collection Services. The Operator must, at its cost:

- (a) provide written advice to the Shire's Representative prior to the Commencement Date which:
 - i. identifies those Properties where the Operator believes that special collection arrangements will be required; and
 - ii. indicates the arrangements which the Operator proposes to implement to collect Waste from such Properties;
- (b) seek to co-operatively resolve all problems that arise in consultation with the Shire's Representative;
- (c) comply with any directions of the Shire's Representative with respect to any such problems; and
- (d) use Collection Vehicles in challenging areas which are able to safely service those areas, including avoiding contact with the public, overhead wires and overhanging trees.

Further details of the numbers and locations of Property Types and Public Place Bins are provided in Appendix 1, 2 and 3. The Shire reserves the right to change the Collection Area by modifying the boundaries of the Collection Area specified in Appendix 2 Appendix 4, in consultation with the Operator.

Waste must be collected by the Operator in the course of performing the Collection Services on the specified Collection Days as set out in the Collection Schedules including public holidays with the exception of Good Friday, Christmas Day and New Year's Day. On these days an alternate collection day arrangement will be agreed, and this will not incur any additional expense to the Shire.

The Shire will consider any submission from an Operator that proposes amendments to the Shire's current collection route(s) for the purposes of establishing a better balance of work across the week and to improve the efficiency of servicing arrangements for the Shire.

The Collection Services must not take place on a day that is not a Collection Day without the prior written consent of the Shire's Representative. The Shire's Representative's may approve changes to days and times of collection in special circumstances that may impact on the ability for the Operator to carry out Services, including but not limited to:

- (a) public holidays;
- (b) changes in facility operating hours;
- (c) disruptions to Services;

- (d) emergencies; and
- (e) work, industrial relations and health and safety considerations.

All Refuse Bins shall be emptied completely, subject to Section 8.1.3 using all reasonable care and skill.

Collection Vehicles shall remain stationary whilst emptying Bins and the service shall be performed with minimum noise, nuisance and disturbance.

After emptying every Bin, the Operator shall at a minimum,

- (a) as near as practicable to the position in which it was located prior to being emptied (but not on a road or within 1 metre of a driveway); and
- (b) in an upright position with the lid closed.
- (c) not allow the Bin to obstruct any crossover, road or pathway; and
- (d) not damage the Bin.

The Operator must ensure that:

- (a) Bins are not placed in any position which is hazardous to any person or property (including a Bin itself); and
- (b) Bins are not dropped or thrown.

Any gate or door to an enclosure through which the Operator opened to pass through shall be closed.

The Operator must advise the Shire of any Bins that require special measures to provide the Collection Services.

The Shire will, at its own expense, advertise any change to Kerbside Collection Services once the change and advertising details are approved by the Shire.

Ownership of all Delivered Material vests, as against the Operator, in the Shire.

8.1.4 Kerbside Collection Areas and Number of Services

The Shire has had an average growth rate of around 2.1% per annum since 2014 compared with the State average of 0.8% per annum. The Shire sees a swell in population from tourists every year particularly from May to August. Waste collections and associated services requirements increase during this timeframes.

The waste collection service is a one bin kerbside collection service which provides a weekly 240L MGB refuse waste service, commercial waste and public bin collection services.

The Operator must only collect MGBs from within the Collection Area as outlined in [Appendix 2 – Collection Area](#). As of the November 2020 the following number of Property Types and Public Place Bins are identified as requiring a Service within each town.

Property	Bin Type (L)	Number of Premises	Number of Bins / Lifts	Number of Collections per week.
ONSLOW				
Residential (240L)	240	363	343	1
Commercial Properties(240L)	240	31	45	1-3
	1100		28	1-3
Public Place Bins (240L, 1100L)	240	17	30	2
	1100		3	2
TOM PRICE				
Residential (240L)	240	1298	1267	1
Residential (MUDs) (240L)	240	0	0	0
Commercial Properties(240L & 1100L)	240	78	57	1-5
	1100		68	1-5
Public Place Bins (240L, 1100L)	240	21	72	1-5
	1100	6	18	1-5
PARABURDOO				
Residential (240L)	240	703	663	1
Residential (MUDs) (240L)	240	0	0	0
Commercial Properties(240L & 1100L)	240	31	50	1-2
	1100		25	1-2

Public Place Bins (240L. 1100L)	240 1100	18 2	33 2	1-2 2
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The Operator must collect all MGBs presented either at the kerbside in front of, or within a Property Type listed within this Tender, subject to:

- (a) confirmation from the Shire that the property is entitled to the Service; and
- (b) the number of MGBs presented for the property is consistent with service levels specified by the Shire.

It should be noted that all Property Types may be able to obtain additional Kerbside Refuse Collection Services. The supply of additional MGBs and/or more frequent collections within the designated Collection Days can only occur following prior approval from the Shire.

8.1.5 Collection Schedule

The Shire will supply the Operator in electronic format, no later than forty (40) Business Days before the Commencement Date, all current details available to the Shire related to the collection Services required including:

- (a) residential property addresses and service levels;
- (b) Public Place Bin locations and numbers; and
- (c) Collection Days for each Bin.

The Shire may determine, and if so, must notify the Operator of, the Collection Day applicable to a particular area within the Collection Area. If the Shire does not notify the Operator of the Collection Day, the Operator must determine the most efficient route and Collection Days to meet its obligations in respect of the Collection Area, including the requirements in this Section 8.1.5. Prior to the commencement of Services, and no later than (20) business days before the Commencement Date, the Operator shall prepare and deliver a draft Collection Schedule to the Shire in writing.

The Collection Schedule, prior to implementation, shall be subject to the approval of the Shire, and be based upon the Kerbside Collection Services Plan contained in the Operators tender submission. The Operator is to detail collection specifics within the Collection Schedule for all Property and collection type including at a minimum:

- (a) the type of collections;

- (b) the frequency, day and indicative time of collections;
- (c) the avoidance of main roads, schools and other sensitive areas during peak traffic times;
- (d) the resources to be used; and
- (e) consider any other information provided by the Shire to support the development of the Collection Schedule by the Operator.

The Shire will review the draft Collection Schedule provided by the Operator and will approve the Collection Schedule within ten (10) Business Days, or may:

- (a) request alterations to the draft Collection Schedule; and
- (b) require the provision of additional information.

prior to approving the draft Collection Schedule.

Within ten (10) Business Days of the Shire giving Approval to the Collection Schedule, the Operator must supply the Shire with an alphabetical list, in electronic format, of all roads in the Collection Area stating in respect of:

- (a) the Collection Day and Collection Time on which particular Services will be undertaken from that road or part thereof;
- (b) the Collection Vehicle which will undertake the Services from that road; and
- (c) a map showing the collection zone for each Collection Vehicle on each Collection Day.

The Operator shall collect all Bins as per the Collection Schedule approved in writing by the Shire.

Collection Services must not occur on any day that is not a Collection Day within the approved Collection Schedule unless prior written consent is received from the Shire.

The Shire will approve amendments to the Collection Schedule, from time to time, when the reasons for the request are deemed reasonable and appropriate by the Shire. All requested amendments to the Collection Schedule must be made to the Shire in writing.

The Operator must operate the Collection Services in accordance with the Collection Schedule approved by the Shire's Representative and any alteration to the Collection Schedule must only be made with the prior written consent of the Shire's Representative.

8.1.6 Collection Times and Days

The Operator shall ensure that Kerbside Refuse Bins are not collected:

- (a) before the Start Time, being 6am, or
- (b) after the Finish Time, being 5pm.

The Collection Time for all Bins is to be reasonably consistent from week to week.

The Collection Times must be prepared so that main roads, school zones and bus routes are serviced outside of peak traffic times. Collections that occur before 7am will require a Noise Management Plan to be developed by the Operator and approved by the Shire.

Collection Times or Collection Days are not to be changed without first having obtained the written consent of the Shire.

The Shire will, at its own expense, advertise any change of service Collection Times or Collection Days once the change and advertising details are approved by the Shire.

8.1.7 Frequency of Collection

The Operator shall collect:

- (a) all Refuse at least once each week

The collection of Refuse Bins from MUDs and certain other Residential Property Types more than once per week may be required due to Bin storage limitations at certain properties.

Any breakdowns or delays of service must be reported to the Shire as soon as practicable but not longer than two (2) hours of it occurring.

Applications to alter the Collection Frequency will only be considered when made in writing by the Operator to the Shire. All requested amendments to the Collection Schedule must be made to the Shire in writing.

The Shire will, at its own expense, advertise any change of service Collection Frequency once the changes are approved by the Shire.

8.1.8 Collection Point

Collection Services will generally be undertaken from the Kerbside adjacent to each Property as categorised as a "Standard Service", unless special arrangements are specified under this clause 8.1.8.

Where no space is available at the Kerbside or for other reasons including safety, the Shire may determine Alternative Collection Points or a Wheel out - Wheel in Service. A Property is deemed by the Shire to require a Wheel out - Wheel in Service when;

- (a) the resident(s) of the Property is infirm; or
- (b) a single or multi-occupancy Property requests, or is deemed by the Shire to require, a Wheel out - Wheel in Service.

For Wheel out - Wheel in Services, the Operator's employee(s) must obtain MGBs from the bin storage location, convey each Bin and its contents to the Collection Vehicle, transfer contents into the vehicle and then return the completely emptied Bin(s) to the same location or bin bay from which it was first removed immediately following servicing.

The Operator's Representative and the allocated Operator's employee shall visit all Wheel out - Wheel in Service Properties prior to the first Service being undertaken at the Collection Point, to confirm storage locations of Bins and access arrangements.

8.1.9 Entry to Private Properties

The Operator may be required to enter onto private property with its Collection Vehicles to enable it to service some Bins, for example Community Title Subdivisions and Properties with private roadways.

The Shire's planning approvals allow the Shire or its Operators the right to enter a Property for the purposes of providing a Service. Properties requiring this service will be specified in the Collection Schedule provided by the Shire and the entry of the Operator onto private property must be to the extent necessary to provide the Service and for no other purpose.

The Operator's employees must not drive into a private property to service any receptacles without the prior approval in writing of the owner of the private property or body corporate responsible for the private property and the Shire's representative, and provided that the Operator agrees in writing with the Shire that there is adequate space for entry and exit, sufficient road width and turning areas and subject to the owner or body corporate providing a written guarantee to the Operator that the pavement is a sufficient load bearing capacity for performing the Services.

8.1.10 Collection Vehicles

The Operator must at its own expense provide, maintain, repair and use a sufficient number of suitable collection and transfer vehicles, plant and equipment to perform the services required in a safe, thorough, reliable, and efficient manner, including circumstances where any regular Collection Vehicles are unavailable for use for Services due to any reason. The Operator is responsible for all inputs required to operate and maintain each Collection Vehicle.

Any Collection Vehicle utilised for the provision of Services must not be driven or left standing in a manner that may be hazardous or cause a nuisance.

The Operator may only use vehicles, plant and equipment supplied by the Operator to complete the services required, unless agreed in writing by the Shire. All Collection Vehicles used by the Operator must be:

- (a) in reliable mechanical condition;
- (b) licensed, and compliant with applicable acts, regulations and local laws;
- (c) fitted with an automatic braking device, which engages when the driver alights from the Collection Vehicle;
- (d) fitted with rear view colour camera systems and monitor located in the cab of the Collection Vehicle so that the driver can observe pedestrian and other traffic when reversing;
- (e) fitted with side view and hopper mounted colour cameras with data recording systems;
- (f) of a suitable size and type to utilise all necessary roads within the Collection Area;
- (g) driven by competent, qualified and licensed operators;
- (h) regularly maintained, serviced and cleaned no less than once per week to ensure a presentable appearance, or as directed from time to time by the Shire;
- (i) of a presentable appearance and represent the respected image and reputation of the Shire within the community;
- (j) sufficiently sealed to prevent the escape or leakage of solid and liquid waste;
- (k) painted and suitably professionally sign written to display the Operator's name, phone number and logo;
- (l) equipped with mobile telephones and/or licensed two-way radios enabling immediate and effective communication between the Operator and the vehicle operator; and
- (m) equipped with a broom and a shovel suitable for sweeping up any spilt material in the course of the collection and/or disposal.

In addition, all Collection Vehicles used by the Operator must be not emit noise in excess of the requirements of the Environmental Protection (Noise) Regulations 1997 or any other law relating to noise from vehicles on public roads.

Prior to the Discretionary Service Commencement Date, the Operator must, at the cost of the Operator, ensure the Shire's logo and messaging will be on the Collection Vehicle on Collection Days, in the manner approved by the Shire.

All Collection Vehicles provided for the performance of Services prior to or after the Commencement Date shall have the initial signage costs borne by the Operator. If the Shire desires to change the signage on a Collection Vehicle, then the changes shall be agreed upon by both parties and the costs of the change shall be borne by the Shire.

The Operator must have in readiness, access to at least one suitable back up Collection Vehicle at all times.

The Shire is not liable for any cost or expense incurred by the Operator in the provision or modification of a vehicle for the purposes of complying with the requirements stipulated within this clause 8.1.10.

The Shire may reasonably direct the Operator to amend or modify any Collection Vehicles it believes is not suitable for the performance of the required Services and the Operator must comply at the Operator's cost.

Unless otherwise approved by the Shire, Collection Vehicles may not be used for any purpose other than the provision of Services within the Contract. Any additional use of the Collection Vehicle must be done in a manner to ensure Material collected in the execution of this Contract is not comingled with Material collected not as a requirement of this Contract.

All Collection Vehicles utilised for the Collection Services as part of this Contract must be approved by the Shire prior to utilisation.

8.1.11 Collection of Missed Bins

The Operator must at its own cost, on becoming aware of, or upon receiving notification of a missed or late collection from a Customer, or the Shire, return and collect the missed Bin.

If advice of a missed Bin is received,

- (a) prior to 11am, collection must be completed on the same Collection Day; and
- (b) after 11am, then the missed collection may be conducted on the next Collection Day.

In the event of a dispute concerning a missed Bin, the Operator must provide clear evidence of the time that the Operator passed the premise in question to ensure that it was not at fault.

8.1.12 Removal of Spillage

The Operator must ensure that the Operator's Personnel collect and remove any material spilt:

- (a) by them in performing the Collection Services;
- (b) from any Bin; or
- (c) from a Collection Vehicle.

The Operator shall collect and clean up such material immediately, or as soon as is reasonably practicable on the same day.

8.1.13 Excess Weight provisions;

Bins containing in excess of seventy (70) Kilograms of Refuse Material shall be deemed to exceed the Maximum Bin Weight and the Operator shall not be obliged to pick up or remove Bins containing excess weight.

The Operator must provide the Customer with a notice, specifying the problem, in a form approved by the Shire. The notice is to be left attached to any Bins explaining that the weight of the Bin exceeded seventy (70) kilograms and that it is the responsibility of the Customer to either reduce the weight or otherwise lawfully dispose of the contents.

In cases where the Customer provides notice to the Operator that the Bin has been reduced to below the Maximum MGB Weight, it shall be collected on the next Collection Day.

A record of the offending Property is to be maintained by the Operator in a database for historical purposes.

8.1.14 Prohibited Material and Gross Contamination Provisions

The Operator is not required to collect any Bins containing:

- (a) hazardous, dangerous, toxic, illegal or other wastes that do not comply with the waste types permitted for disposal at a Class II putrescible landfill in accordance with the Landfill Waste Classification and Waste Definitions (1996); or
- (b) any liquid waste or hot ashes.

The Operator must provide the Customer with an Operator-provided notice, specifying the problem, in a form approved by the Shire. The notice is to be left attached to any Bins

containing prohibited waste and/or Gross Contamination advising the reason for non-collection and that it is the responsibility of the Bin user to either remove the material identified or otherwise lawfully dispose of the contents.

Where the Customer provides notice to the Operator that the identified material has been removed, the Bin shall be collected on the next Collection Day.

8.1.15 Non-Collection of Bin

The Operator shall not be obliged to pick up or collect or remove Refuse Material which is:

- (a) in excess of the Maximum MGB Weight in Section 8.1.13 (unless authorised by the Shire);
- (b) contains Prohibited Waste;
- (c) contains Gross Contamination in accordance with Section 8.1.14;
- (d) stacked on or around Bins; or
- (e) in receptacles other than those utilised as part of the Collection Service.

The Operator must develop procedures for Customers and Shire notification related to non-collection and Bin presentation problems as part of the Kerbside Collection Services Plan as per Section 8.1.2.

In the case of MUDs where an individual Property cannot be identified by the Operator, all references in this Section 8.1.15 that refer to Operator notification of Customers must be taken to include all Properties within the MUD in question, unless otherwise agreed by the Shire.

The Operator shall develop and maintain a database for the purpose of logging non-collection and Bin presentation problems as detailed in this Section 8.1.15.

8.1.16 Mobile Garbage Bin Presentation

Customers have a responsibility to place Bins out for emptying in a manner that is suitable for collection. The Operator has a responsibility under this Contract to assist Customers to rectify problems with presentation by notifying Customers of the problem and working with Customers and the Shire to find a solution including identifying Alternative Collection Points.

Bin presentation problems may include, but are not limited to, Bins facing the wrong way or being placed behind a vehicle or other obstruction, heavy objects being placed on top of bins to keep bin lids down, Contamination or the wrong receptacles being used including Bins obtained from another source.

The Operator must notify the Customer of the problem either by way of letter being placed in the letterbox of the Premise or sticker attached to the MGB. Customers must be notified prior to 5:00 p.m. on the day that the incident occurred.

The Customer must be given the opportunity to rectify the problem within one (1) Working Day and contact the Customer Service Centre to request another Collection Service.

The Operator must return to the Premises within one (1) Working Day of the Customer request for the Service and provide the Service at no additional charge to Council.

First Occurrence - Operator to collect and notify Customer:

- (a) At the first occurrence of a Customer not placing Bin(s) out in a reasonable manner, the Operator must empty the Bin(s);
- (b) The Operator must provide the Customer with an Operator-provided notice, specifying the problem, in a form approved by the Shire. The notice must be placed by the Operator in the letterbox of the Property or otherwise securely delivered to the Property, such as by placement of a sticker on the Bin; and
- (c) The Shire must be advised of the address of the Property and the Bin presentation problem.

Second Occurrence – Operator to collect and notify Customer:

- (a) If the problem recurs a second time, the Operator must empty the Bin.
- (b) The Operator must provide the Customer with an Operator-provided notice specifying the problem, in a form approved by the Shire. The notice must specify the persistence of the problem and the potential for non-collection to occur if the matter is not rectified. The notice must be placed by the Operator in the letterbox of the Premise or otherwise securely delivered to the Property, such as by placement of a sticker on the Bin.
- (c) The Shire must be advised of the details of the Property and the Bin presentation problem.

Third Occurrence – Operator may refuse to collect and must notify Customer:

- (a) If the Bin presentation problem continues on a third occasion, within three (3) months of the first recorded occurrence, the Operator may refuse to empty the Bin.
- (b) The Operator must notify the Customer of the problem by way of Operator provided letter, with the form and wording approved by the Shire, being placed in the letterbox of the Property. Such notice shall provide advice to the Customer on how to comply with service requirements.

- (c) The Operator shall notify the Shire of such action and detail recommendation(s) to resolve the issue(s), including proposed Alternative Collection Points if relevant.

In the event of a dispute concerning Excess Weight, Prohibited Waste or Gross Contamination provisions, the Operator must provide clear evidence of the issue noted at the Property in question to ensure that it was not at fault. The Operator is to provide dated photos of the contaminated bins or excess weight reading and a copy of the notice provided.

The Shire may request that the Operator cease the Collection Service for a period of time determined by the Shire at that Premise to which this clause 8.1.16 applies. The Shire will notify the Customer in writing after removal of the service.

All costs associated with this clause 8.1.16 shall be borne by the Operator unless otherwise agreed by the Shire.

8.1.17 Damage to Property

The Operator must during the execution of this Contract ensure that damage done by its employees, agents or sub-contractors to any property is rectified as soon as practicably possible, depending upon the nature and extent of damage. The Operator must notify the Shire as soon as practicably possible of any such damage and the rectification measures to be taken.

8.1.18 New Collection Service

When the Operator is directed by the Shire in writing to include any Property as a Service Entitled Property, it must do so from the next Collection Day on which the Service is performed in the area in which the Property is located.

8.1.19 Additional Services

The Shire may direct that the Operator deliver and empty additional Bin(s) to particular Service Entitled Properties. The Operator must commence servicing the additional Bin(s) from the next Collection Day on which the Service is performed in the area in which the Property is located.

The Operator must provide the Shire with the necessary information to update the Shire's Bin Register against Properties. [Delay in providing such information may delay payment to the Operator for such additional services.]

Bins no longer required by Customers are to be retrieved in accordance with the requirements of Section 8.1.22.

Only properties directed by the shire to pay for an additional bin service are to be collected. If a property places additional bins out for collection the Operator shall not collect the additional bin and notify the Shire of this incident.

8.1.20 Supply, Delivery and Collection of Commercial Bins Service

Discretionary Service

If directed by the Shire the Operator is required to supply and deliver MGBs or Front Lift Bins for Commercial Property or Special Event services.

The Shire and the Operator will agree on the frequency and size of the bins required for Commercial Services prior to the commencement of any Services. Services will include the delivery, collection and disposal of material from within these bins.

8.1.21 Special Events

Discretionary Service

The Operator must provide additional collection services during special events, with bins provided and frequency of collections to suit the needs as specified by the Shire. The Shire shall provide the Operator with adequate notice in order for the Operator to provide any required services for special events. The Operator will be required to provide bin lift charges for these services as part of their response.

The Shire and the Operator shall agree on the frequency and type of services required for special events prior to the commencement of any Services. The receptacles required for Special Events may include 1100L and 240L MGBs.

Services at these events will include the delivery, collection, emptying and:

- (a) disposal of material from within Refuse Bins at a minimum.

Removal of all delivered Bins will be required at the conclusion of the Special Event.

8.1.22 Cessation of Services

Where any property is destroyed, becomes unoccupied or where the Shire gives the Operator written notice to do so, the Operator shall cease the Collection Service to those Properties immediately, or from a specified date.

The Operator shall make due deduction in its invoicing for the ceased Collection Service(s) from the date of the written notice, or date specified to cease collection.

Following notice from the Shire, MGBs no longer required by Customers are to be retrieved in by the Operator in accordance with the requirements of this Section 8.1.22.

8.1.23 Disaster Waste Collection Services

Discretionary Service

The Operator may be required to provide additional Kerbside Collection Services or Bulk Verge Collection Services, as directed by the Shire, to assist in the removal of Material prior to and/or following disasters including, but not limited to:

- (a) cyclones, either pre or post cyclone;
- (b) floods, and
- (c) fires.

The Operator shall:

- (a) collect, remove and dispose of bulk and green waste material from verges from within the Collection Area;
- (b) deliver the collected waste to the Nominated Disposal Facility as specified within Annexure A –Agreement Particulars; and
- (c) Provide all labour machinery and equipment required to perform the service.

The Shire may also utilise the services of other Waste Operators to assist in the provision of Disaster Waste Collection Services.

8.1.24 Transfer of Kerbside Waste Materials to a Facility

8.1.24.1 Refuse Transfer

Ownership of any Refuse collected in or as part of the collection of a Refuse Bin, remains with the Shire.

Refuse Material to be collected under this Contract will be the materials defined in Section 5 and Annexure A – Agreement Particulars.

The Operator must:

- (a) deliver any Refuse collected as part of the services under this Contract to the Nominated Disposal Facility(s) as directed by the Shire from time to time, as specified within Annexure A – Agreement Particulars; and
- (b) deliver only Collected Material to Nominated Facility(s).

If the Operator is not the operator of the Nominated Disposal Facility(s), the Operator must ensure that the Operator's Personnel comply with any:

- (a) directions of representatives of the operator of the Nominated Disposal Facility(s); and
- (b) rules of which notice has been given to the Operator by the operator of the Nominated Disposal Facility(s) (including, without limitation, rules for occupational health and safety), while at a Nominated Disposal Facility, except to the extent that it would be unsafe to do so.

The Operator must ensure that all Collected Material delivered to the Nominated Disposal Facility(s) during the performance of the Collection Service is weighed at the weighbridge at the Nominated Disposal Facility (if that Nominated Disposal Facility has a weighbridge) or is otherwise measured in accordance with the procedures in place at the Nominated Disposal Facility(s).

The measurements taken in accordance with this clause 8.1.24.1 are conclusive evidence of the amount of Delivered Material received at the Facility and will be used for the purpose of calculating payment to the Operator in accordance with the Pricing Schedule.

If the Operator is not the operator of the Nominated Disposal Facility:

- (a) the Operator must deliver Collected Material to the Nominated Disposal Facility during the Opening Hours for the Nominated Disposal Facility; and
- (b) the Operator may only deliver Collected Material to the Nominated Disposal Facility outside of the Opening Hours with the permission of the Shire, which permission may be subject to conditions.

If the Operator is not the operator of the Nominated Disposal Facility, the Operator must, in delivering the Collected Waste to the Facility:

- (a) ensure that all materials delivered comply with the requirements for receipt of materials at the Facility;
- (b) not interfere with the activities of any other person at the Facility(s);
- (c) ensure that its representatives conform with any relevant reasonable directions, procedures and policies of the Facility and

- (d) leave the Facility(s) secure, clean, orderly, and fit for immediate use having regard to the condition of the Facility immediately prior to the delivery of the Collected Waste.

In situations where the Nominated Disposal Facility is unavailable for any reason, notice of a change to an Alternative Disposal Facility may be given to the Operator with less than one days' notice.

The Shire reserves the right to specify alternative site(s) for the disposal of Refuse during the term of the Contract.

The Operator must provide a rate per kilometre (per vehicle) for the transfer of Waste Material to an alternative facility in the event the Nominated Disposal Facility ceases, temporarily or permanently, to be the site for disposal of waste.

The Operator's tendered Alternative Facility Transfer Rate (a price per kilometre per Collection Vehicle) within the Price Schedule will be utilised to determine the charge or reimbursement to the Shire. For this purpose, the Approximate Centroid of the main Collection Area(s) shall be taken as the Approximate Centroid of the Service Area(s) defined in Annexure A - Annexure Particulars, on a route agreed between the Parties.

8.1.25 Calculation of Payment for Transport to Alternative Facility

For various reasons, it may be necessary to move from the Nominated Facility(s) for any of the services, to an Alternative Facility(s) at some time during the Term of the Contract.

If the Shire nominates or approves an Alternative Facility under this Contract, and it is further or less in distance from the defined Approximate Centroid than the Nominated Facility(s) for that service, then the Operator or the Shire will be entitled to an additional payment or reduction in payment (as the case may be) based on the difference between the distance of the new journey and the distance of the return trip from the Approximate Centroid of the Service Area(s) to the Nominated Facility(s) ('the Difference').

For this purpose, the new journey will be the return trip, measured from the Approximate Centroid of the respective Service Area(s) in a direct route to the Alternative Facility. The payment for the period during which the Alternative Facility is utilised will be calculated in accordance with the formula in this clause 9.4.

Where the difference is a negative value, the Council will be entitled to a reduction in payments due to the Operator, calculated on the same basis as above.

No payment will be made if the Operator uses another facility without the written approval of the Council.

The additional or reduced payment for the period during which an Alternative Facility is utilised will be calculated in accordance with the following formula:

$$P = A \times D$$

Where:

***P** is the additional or reduced payment to be made;*

***A** is the Alternative Facility Travel Rate as specified within the Price Schedule associated with the relevant service; and*

***D** is the Difference in kilometres between the distance from the defined Approximate Centroid of the Service Area to the Nominated Facility(s) and the distance from the defined Approximate Centroid of the Service Area to the Alternative Facility.*

Where “D” is less than the distance from the Approximate Centroid to the Nominated Facility to the Nominated Facility, “P” will be deducted from the Operators payment and if it is further “P” will be added to the payment.

Where such diversion results in a variation of less than ten percent (10%) in the distance travelled to the original Nominated Facility(s), no variation payment shall apply.

8.1.26 Disposal/Processing of Kerbside Waste Material

8.1.26.1 Refuse Disposal

All material within the Refuse Bin collected from within the Collection Area(s) as part of the Contract is to be deposited at the designated Nominated Disposal Facility(s) in Appendix 5, at no charge to the Operator.

The Nominated Disposal Facility is staffed at the times specified in Appendix 6.

The Operator shall at all times ensure that the performance of the Collection Vehicle(s) is adequate for travelling in and out of the Nominated Disposal Facility and onto the active landfill face(s) during extreme weather conditions.

Only Refuse collected from within the Collection Area as part of this Contract shall be disposed of at the Nominated Disposal Facility(s).

Ownership of any Refuse collected in or as part of the collection of a Refuse Bin, remains with the Shire and the Operator shall not use or dispose of it except in accordance with this Contract.

8.1.27 Recyclables Processing

8.1.27.1 Scope of Recyclable Processing

All material within the Recyclables MGB collected from within the Collection Area as part of the Contract is to be deposited at the Operator's Nominated Recyclables Processing Facility.

The following goods are to be accepted by the Operator as part of the fortnightly Kerbside Recycling Collection service:

- (e) Paper and Cardboard;
- (f) Glass bottles and jars;
- (g) Aluminium cans and similar products;
- (h) Steel cans and similar products;
- (i) Plastic (including polyethylene terephthalate (PET) and polyvinyl chloride (PVC) and high density polyethylene (HDPE); and
- (j) Milk & juice cartons.

The Operator is to accept the Recyclables specified in Annexure A – Contract Particulars at the Nominated Recyclables Processing Facility.

Additional goods can be collected within the Recyclables Bin at any time at the discretion of the Operator and in consultation with the Principal.

Ownership of any Recyclable Material collected in or as part of the collection of a Recyclables Bin shall vest with the Operator until the collected Recyclable Material is accepted for processing at the Nominated Recyclables Processing Facility, unless the Operator is also the operator of the Nominated Recyclables Processing Facility, in which case the ownership of the collected Recyclable Material shall vest with the Operator upon emptying the Recycling Bin into the Collection Vehicle.

All Recyclables delivered to the Nominated Recyclables Processing Facility are the property of the Recyclables Processing Contractor once accepted over the weighbridge at the Nominated Recyclables Processing Facility in the absence of a Container Deposit Scheme.

~~Should such a scheme be introduced~~ The scheme was introduced in 1st October 2020.

Therefore negotiations with the Recyclables Processing Contractor and Principal will be held to determine any value to the Principal in accordance with Section 8.1.27.2 in this Technical Specification.

The approval of the Principal will be required for the discontinuance in collecting any specific Recyclables. It should not be assumed by the Operator that such approval will be granted by the Principal.

The Operator shall include within Annexure A – Agreement Particulars, the name and location of the Nominated Recyclables Processing Facility that the Operator proposes to;

- (k) process the delivered Recyclables (Nominated Recyclables Processing Facility); and.
- (l) dispose of Residual Material captured during the processing of Recyclables; the Nominated Residuals Disposal Facility.

Any costs associated with the disposal of Residual Material following the processing of Recyclables shall be borne by the Operator. The Recyclables Processing Rate must incorporate the disposal of Residuals. Alternative Recyclables Processing Fee structures will be reviewed within any Alternative Tenders.

An accurate measurement of Recyclables accepted at the Nominated Recyclable Processing Facility and Non-Residuals disposed of at the Nominated Residuals Disposal Facility is to be supplied to the Principal with the monthly invoices.

The Operator must ensure that the Nominated Recyclables Processing Facility weighbridge is appropriately licensed and calibrated for accuracy in accordance with applicable Laws.

No Recyclables delivered to the Nominated Recyclables Processing Facility shall be disposed of directly to the Nominated Residuals Disposal Facility, with the exception of Extraordinary Gross Contamination as quantified by the Operator and approved by the Principal within Annexure A – Agreement Particulars. Where such contamination is suspected or identified, the Contractor shall advise the Principal as soon as practicable and prior to disposal of such Recyclables to the Nominated Residuals Disposal Facility.

It is expected that the Operator, through the provision of a variety of resources, will work with the Shire on its promotional recycling campaign to assist in achieving its objective of reducing waste delivered to landfill and promoting resource recovery.

8.1.27.2 Container Deposit Scheme

A Container Deposit Scheme is intended to allow consumers to take empty beverage containers covered by the scheme to a refund point to receive a monetary refund.

The scheme has benefits including reducing litter, increasing recycling, protecting the environment and providing opportunities for social enterprise participation. The scheme is intended to complement kerbside recycling and existing waste services. The refund will encourage people to collect and recycle beverage containers consumed away from home.

The parties acknowledge that the:

- (a) Operator may incur costs to facilitate the administering of the Container Deposit Scheme at the Nominated Facility; and
- (b) party engaging in the Container Deposit Scheme will realise a financial benefit.

The Operator will pay the Shire an equal share of the financial benefit realised from the Shire providing its Commingled Recyclables to the Nominated Facility, net of any verifiable costs incurred by the Operator in administering the Container Deposit Scheme at the Nominated Facility.

Any disputes arising from this matter will be managed by the relevant clauses of the Waste Services Agreement.

8.1.28 Mobile Garbage Bin Management Services

8.1.28.1 MGB Services

MGB Management Services may be required to be performed by the Operator, unless otherwise performed by the Shire. The Operator may be required to:

- (a) supply and deliver; and
- (b) repair and maintain.

All MGBs to each Property to be serviced as part of the Contract.

All MGBs utilised as part of the Contract are the property of the Shire upon delivery to the Collection Point.

Where the Operator is only providing the delivery and maintenance of MGBs at Collection Points, the Shire will purchase and deliver MGBs to the Operator's depot for use by the Operator in the provision of Services. In such cases, the Operator is to provide the Shire

sufficient notice to ensure the stock of MGBs and service parts are maintained at an appropriate level.

8.1.28.2 Existing Mobile Garbage Bins

Existing MGBs attributed to all Property Types and Public Place Bins within the Shire's Collection Area are owned by the Shire and have both a dark green body and lid. The Shire may require the maintenance of these Bins to be provided by the Collection Contactor.

8.1.28.3 Number of Mobile Garbage Bins

Based on Shire's data as of November 2020 the following table provides guidance on the anticipated number of MGBs required to be serviced within the Collection Area.

Property	Number of Premises	Refuse Bins
Residential	2364	2273
Commercial Properties	245	240L – 152 1100L - 121
Public Place Bins	56	135

8.1.28.4 Standard Specifications for Mobile Garbage Bins

When the Operator is supplying MGBs, and unless otherwise approved in writing by the Shire, MGBs used in the performance of Services must be in accordance with the following specifications:

- (a) of a construction quality to comply with Australian Standard 4123 Mobile Waste Containers;
- (b) be coloured coded as per the Australian Standard 4123 Mobile Waste Containers, as detailed in the particular Service Specification or as directed by the Shire;
- (c) where reasonably possible, be made in Australia;
- (d) be in good condition. All MGBs introduced as part of the Contract must be new (no second hand Bins permitted);
- (e) include permanently moulded individual identification (serial numbers) in sequential order;
- (f) be provided with Shire approved permanent embossing showing the Shires logo;

- (g) be individually numbered, to identify the Property that the MGB is assigned to, with high quality stickers, provided by the Shire.

Full details of the MGBs proposed to be supplied must be identified and approved by the Shire prior to the Operator placing an order for the purchase of MGBs required under this Contract. Details should include, but are not limited to,

- (a) manufacturer and supplier,
- (b) country of origin,
- (c) Australian Post-Consumer recycled content,
- (d) recyclability at end of life, and
- (e) ease of access to spare parts.

Representative samples must also be supplied by the Operator to the Shire. The details should be supplied as part of the Kerbside Collection Services Plan detailed in Section 8.1.2.

8.1.28.5 Refuse Mobile Garbage Bins Specifications

In addition to Section 8.1.28.4 the Refuse MGBs to be supplied shall comply with the following criteria:

- a) be green in body colour with a GREEN or RED lid,
- b) have a capacity of 1100L or 240L;
- c) lid colour and Bin capacity to be confirmed by the Shire not less than sixty (60) days before the Shire seeks to introduce new lid colours; and
- d) have the Shires logo embossed into the MGB (stamped or similar).

8.1.28.6 Stocks of Mobile Garbage Bins

The Operator, subject to the Services Contracted, must:

- (a) ensure that it maintains a sufficient stock of MGBs and spare parts to meet its obligations relating to the;
 - i. supply of replacement MGBs;
 - ii. supply of additional MGBs;
 - iii. maintenance of MGBs; and
 - iv. Special Events.

- (b) ensure that the benefits of all warranties applicable to the MGBs are passed to the Shire immediately upon the delivery of the MGBs to Properties.

8.1.28.7 Mobile Garbage Bin Distribution

Prior to the Discretionary Services Commencement Date, the Operator must describe how it will manage the Distribution of MGBs within the Kerbside Collection Services Plan for the Approval of the Shire:

- (a) for the general maintenance and delivery of MGBs
- (b) the delivery of Recycling MGBs prior to commencement of Kerbside Recycling Services, and
- (c) the replacement of green lids with red lids on Refuse MGBs.

The Plan must include, but is not limited to, full details of any MGBs proposed to be supplied, details of procedures, timelines and responsibilities for delivery of MGBs, collection and recycling of obsolete Bins, problem resolution and discrepancies found in list of addresses.

For the purpose of this Section 8.1.28.7, the Shire will supply a list of addresses as specified under Section 8.1.5 of this Part 5 - Specification. The Shire will notify the Operator in writing of any changes to the list of addresses.

8.1.28.8 Method of Mobile Garbage Bin Delivery

The Operator must deliver MGBs to Properties by:

- (a) wherever possible, placing the MGB within the boundaries of the Property in a safe and secure manner; or,
- (b) placing the MGB as close to the boundary or letterbox of the Property as possible.

Unless the Shire is providing the MGBs, the Operator must ensure that it has sufficient stock of MGBs at all times in order to keep up with demand. The Operator shall be capable of sourcing, assembling and delivering new or replacement MGBs within two (2) working days of notification by the Shire.

8.1.28.9 Mobile Garbage Bin Serial Numbers

The Operator must provide the Shire, as soon as practicable but on a monthly basis at a minimum, a written record and electronic spreadsheet of the serial number of each MGB delivered to a Property and the address of the Property to which it was delivered. The format of all written and electronic spreadsheets must be approved by the Shire.

8.1.28.10 Retrieval of Obsolete Mobile Garbage Bins

The Operator must retrieve all MGBs no longer required at the Property and either:

- (a) return them to stock for suitable reuse, where approved by the Shire, such as for the replacement of Public Place Bins, and if not suitable for reuse then;
- (b) recycle them where it is practicable; or,
- (c) dispose of them where a practicable recycling option is not available.

The Operator must retrieve obsolete Bins within five (5) working days of notification.

8.1.28.11 Repair and Maintenance of Mobile Garbage Bins

The Operator shall maintain and ensure that all receptacles used in the performance of the Services are in good repair and condition throughout the Term and that all receptacles provided by the Operator are sufficiently maintained to comply with its obligations under this Contract.

The Operator must effect repairs to and maintain all MGBs during the Term of the Contract and any extension of the Term of the Contract.

The Operator must perform repairs and maintenance on MGBs within two (2) working days of notification.

All receptacles utilised by the Operator for Public Place and Special Events Services shall be painted in the Operator's colour scheme and have the Operator's logo and contact details clearly visible.

8.1.28.12 Supply of Replacement Mobile Garbage Bins

The Operator must supply and deliver MGBs to any Property within the Collection Area where a MGB has been:

- (a) lost or stolen;
- (b) damaged or destroyed; or,
- (c) as nominated by the Shire,

during the Term.

The Operator must replace MGBs within five (5) working days of notification.

8.1.28.13 Supply of Mobile Garbage Bins for New or Additional services

The Operator must supply MGBs to any Property as nominated by the Shire to meet the requirements of Sections 8.1.18 and 8.1.19 during the Term.

The Shire will pay the Operator for the supply, maintenance, and repair of the Bins, if implemented, in accordance with the Price Schedule.

8.1.28.14 Audit of Bin Numbers

During the first three (3) months of the Contract, the Operator is required to conduct an audit on the number, type and size of MGBs present at all properties within the Collection Area. Following this audit, any variances to Bin numbers or properties serviced will be jointly agreed between the Shire and Operator.

8.1.28.15 Record of Refuse Bins

The Operator shall review the Shire's electronic Residential, Commercial, and Public Place Bin Register in conjunction with the requirements of Section 8.1.20.

The complete updated Bin Register including Residential, Commercial, and Public Place Bin data shall be forwarded in electronic format to the Shire with the monthly accounts.

The Bin Register shall remain the property of the Shire. The Operator shall keep a proper and accurate record of the total number of MGBs supplied new, damaged, repaired or replaced. The location of the place or building where the Bins are supplied to shall be recorded.

The Operator shall permit the Shire to inspect the Bin Register at all reasonable times. A monthly report of the changes to Bins shall be submitted by the Operator with the monthly performance report with the accounts.

8.1.28.16 Bin Ownership

The Operator should be aware that the existing waste collection bins are owned by the Shire and will remain in use unless the Shire agrees to an alternative.

8.1.28.17 Title to Bins

Unless provided otherwise in this Part 5 - Specification, if the Contractor provides Bins as part of the Collection Services and ownership of such Bins is stated by this Contract as vesting in the Shire at the time of purchase/receipt.

8.1.29 Customer Services

8.1.29.1 General Customer Service Requirements

Customer Service under this Contract will be provided by the Operator responsible for the respective collection services.

The Operator is responsible for establishing a Customer Service Centre that will allow complaints to be received, recorded, actioned, and reported to the Shire. The Operator will utilise a system that will allow the registering and categorising of complaints and enquiries, tracking of complaint rectification progress and completion, and will prioritise complaints based on their urgency.

The Operator must respond quickly and positively and resolve all Customer complaints in a timely and civil manner.

All responders should identify themselves in a manner approved by the Shire.

The Operator must provide access to the Customer Service Centre to the Shire within twenty-four (24) hours of receiving notice of a request from the Shire.

The Customer Service Centre must be staffed from 8am to 5pm on all Working Days, excluding Western Australian Public Holidays.

Requirements of the Customer Service Centre shall include but are not limited to:

- (a) establishment of a dedicated phone number;
- (b) recognised comprehensive telephone monitoring system that records number of calls, time of calls and unsuccessful calls;
- (c) personal computers of sufficient processing capacity and speed to efficiently track calls and receive and respond to emails;
- (d) call forwarding and telephone call diversions; and
- (e) an answering service must be operational after hours to accept Customer complaints and enquiries.

Enquires that are not related to the Operator's provision of Services are to be referred to the Shire in accordance with any directions and in a timely manner.

The costs associated with the Operator's provision of Customer Services should be factored into the Price for the various relevant services within the relevant Price Schedule.

8.1.29.2 Urgent Complaints

In an instance where a Customer complaint is received that requires urgent attention, the Operator must take steps to resolve the complaint immediately and must report to the Shire in writing on the steps and time taken.

An Urgent complaint includes, but is not limited to:

- (a) a complaint that may impact on safety of any person(s) or property;
- (b) traffic hazards;
- (c) public health;
- (d) serious environmental incidents (oil spill or similar); or
- (e) repeated poor service levels at a specific Property.

If the urgent complaint is directed to the Operator by the Shire, or Shire's employees, it must be marked as 'URGENT'. Any complaint reasonably deemed to be urgent by the Shire shall be treated as an urgent complaint by the Operator.

8.1.29.3 Operator Rectification of Complaints

The Operator must efficiently rectify all complaints that relate to Services in a timely manner.

The Operator must investigate and attempt to resolve all complaints within the shift during which the complaint was received, or within the next Working Day.

If the complaint is about spilt material(s), the Operator must clean it up within three (3) hours of notification.

If the complaint is about a missed collection and is received by the Operator before 11am, collection must be effected that day. If the complaint for a missed collection is received by the Operator after 11am, collection may occur the following Working Day.

If the complaint is about a Service undertaken outside of the Collection Times in accordance with Section 8.1.6, the Operator must investigate the complaint fully and must report in writing to the Shire within one (1) Working Day on the action taken.

8.1.29.4 Customer Service Reporting

For the Shire to adequately monitor the performance of this Contract, the Operator must undertake regular reporting.

The frequency and nature of the Customer service reporting must be approved by the Shire prior to the Commencement Date as part of the Kerbside Collection Services Plan, but must

be at least monthly. The Shire may require changes to the reporting from time to time throughout the Contract.

The reports shall include, but are not limited to:

- (a) the number and type of complaints and queries received;
- (b) the Name, address and contact details for all complainants;
- (c) the time taken and the action implemented to resolve complaints;
- (d) the number of complaints that could not be resolved and reasons for this and/or resolved during each collection period;
- (e) the number of unsuccessful calls made to the customer service centre including time of call and waiting time;
- (f) all complaints or queries requiring on-going monitoring by the Operator's Representative.

8.1.29.5 Customer Satisfaction Surveys

To ensure that Services are being carried out in accordance with the Specification, and that the Operator is fulfilling its obligations completely, the Shire may carry out Customer satisfaction surveys. This may also include contacting any previous complainants.

Effective management of Customer problems will be an important aspect of such surveys and will be used in performance assessment as part of the formal KPI evaluation.

Customer satisfaction surveys shall be statistically valid and will represent a fair and accurate measure of Customer satisfaction across the Collection Area.

8.1.30 Operator Administration and Employees

8.1.30.1 General Administration and Reporting

The Operator shall from time to time and as required by the Shire provide to the Shire such information regarding this Contract and its administration and implementation as the Shire may require.

The Operator must keep and maintain full, complete and accurate records of all works, matters and things undertaken or done by the Operator for or in relation to the fulfilment by the Operator of the Operator's obligations under this Contract.

The Operator must as a minimum maintain records of:

- (a) all complaints or queries in respect of its performance under this Contract:

- (b) results of investigations into the complaints;
- (c) any breach of legal requirements by itself, employees, subcontractors or the Shire;
- (d) any accidents or incidents where the possibility of injury may have occurred;
- (e) location and time of any MGB deliveries;
- (f) weight of Collected Material by each Collection Vehicle per day;
- (g) weighbridge records; and
- (h) Environmental Incidents;
- (i) if any of the Services form part of the Contract, its performance of each of the relevant Services, measured against the KPIs; and
- (j) any other information reasonably requested by the Shire's Representative

The Operator must:

- (a) deliver a report, in a format approved by the Shire's Representative, based on the records it is required to keep under this clause 13.1 to the Shire's Representative monthly, or at an alternative frequency agreed to by the Shire's Representative; and
- (b) make the records available on demand for inspection by the Shire's Representative or a person nominated by the Shire's Representative. If directed by the Shire's Representative, the Operator must prepare a report on any issue arising from the records within a period specified by the Shire's Representative.

The Shire may dispute the accuracy of any statement from time to time delivered to the Shire by the Operator by giving written notice to the Operator asking the Operator to provide the evidence necessary to verify any statement or claim. The Shire will require the Operator to amend any statement found to be incorrect.

The Shire may audit, or engage third parties to audit, the performance of the Services at any time. The Operator must provide any reasonable assistance requested by a member of the Shire's Personnel, or a third party engaged for this purpose by the Shire, in checking the Operator's compliance with any of its obligations under the Contract.

The Operator must notify the Shire, within twenty-four (24) hours of becoming aware of any incident or accident that occurs while performing the Services, of the details of the incident or accident. An incident or accident deemed to be of a serious nature must be reported to the Shire within one (1) hour of the Operator becoming aware of the serious incident or accident.

The Operator must be available to attend and present any information related to the Contract requested by the Shire at the Shire's offices or a site specified by the Shire at any reasonable time.

8.1.30.2 Operator's Office

The Operator must have and maintain an office with an operational telephone, email system and scanner, which is staffed for the receipt of messages, directions and instructions during all Operating Hours and Business Hours.

The Operator must provide the Shire with:

- (a) contact details including email addresses and telephone numbers of the Operator's office, at least 24-hours before the Services Commencement Date and must inform the Shire of any changes to such details at least 24-hours before any change to those details is made; and
- (b) two alternative contact number for emergencies when the Operator's office is unattended. This telephone number must be available 24- hours a day, on every day of the year.

8.1.30.3 Conduct of Employees

The Operator must at all times during the term of this Contract provide and use only competent, qualified and where necessary licensed employees to use and/or operate all plant and equipment provided by the Operator and to carry out and satisfy all of the obligations herein to be performed and observed by the Operator.

The Operator must ensure that no employee, agent or sub-contractor of the Operator:

- (a) consumes any alcoholic beverage;
- (b) is intoxicated; or
- (c) is under the influence of any drug which could impede his or her ability to safely or efficiently perform the Services,
- (d) whilst at the Nominated Facility, Alternative Facility or while engaged in the performance of the Services or the Operator's obligations under this Contract.

The Operator must ensure that all employees, agents or sub-contractors of the Operator conduct themselves towards councillors of the Shire, the Shire's employees, agents and contractors and all members of the public in a civil and helpful manner, and not to seek or demand any fee, reward or gratuity in respect of the performance of the collection service.

The Operator's staff shall at all times comply with and observe the provisions of the *Health Act 1911, WARR Act, Local Government Act 1995, Environmental Protection Act 1986* and all other relevant statutes, local laws and regulations.

8.1.30.4 Operator's Representative

The Operator must appoint a representative who will be authorised to act on behalf of the Operator in relation to this Contract.

8.1.30.5 Shire's Representative

The Shire's representative for the Contract shall be the Manager of Waste Services or his/her delegated representative.

8.1.31 Promotional Material

If requested by the Shire, the Operator must at its own cost:

- (a) prepare and deliver information related to the performance of the Services, as directed and required by the Shire; and
- (b) deliver any information prepared by the Shire in relation to the Kerbside Services, or other information relevant to this Contract.

The Operator must not in any way release information or statements to the media or to the public concerning the Contract, the Services or the Shire, unless the Shire has given prior written consent, such consent may be subject to conditions.

8.2 Tom Price Landfill Management Services

8.2.1 Background

Tom Price Waste Disposal Site (Landfill) is located on Crown Reserve 50203 within Lot 300 on Plan 52584, Bingarn Road, Tom Price, approximately 4km West on Bingarn Rd from Coles Express. A map of the Landfill site is attached in Appendix ~~44~~ 10 - Tom Price Landfill Site Layout.

The Landfill is licensed as Class II or III landfill facility for the disposal of putrescible materials with used tyre storage ability.

Waste Materials from the Tom Price Kerbside Waste Collection are deposited at the Tom Price Landfill Facility for disposal.

8.2.2 Waste Materials and Quantities

The Operator is to make their own interpretations and conclusions of the expected composition of Waste Materials for the purposes of tendering.

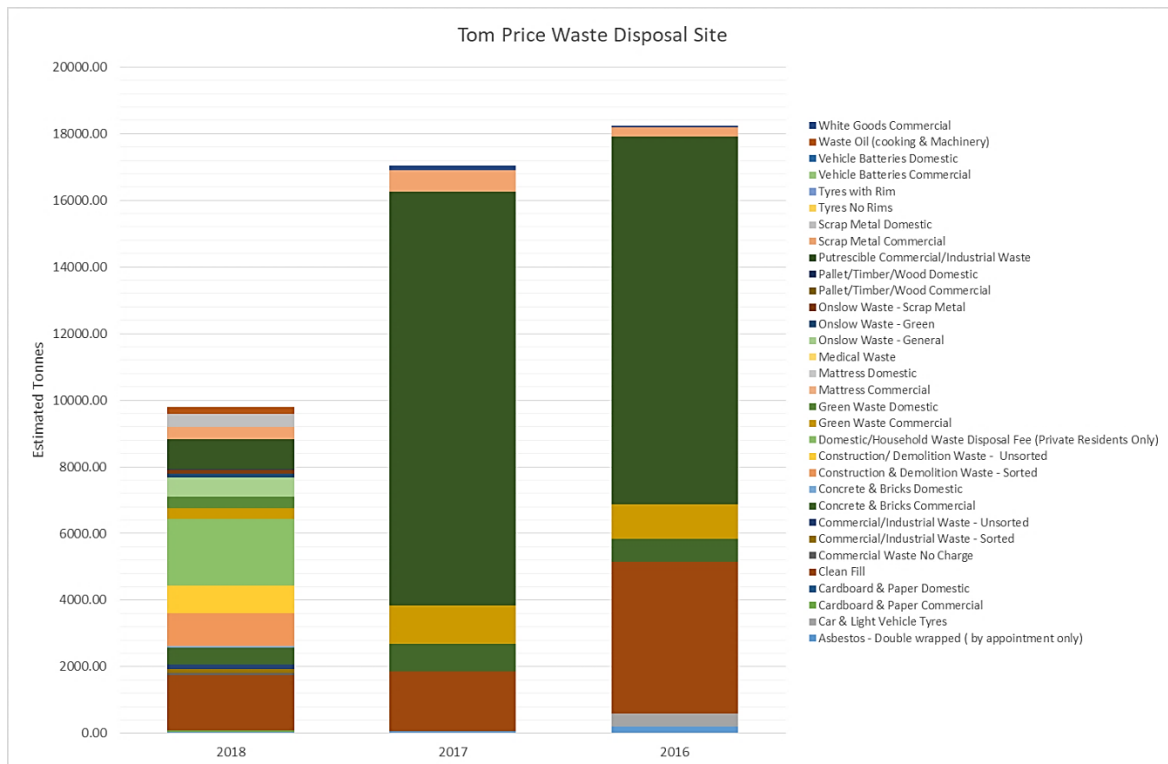
The Operator shall undertake their own investigations and studies of the composition and other quality characteristics of the Waste Materials.

The Shire cannot guarantee the quantities of such Wastes it will deliver throughout the Term. Therefore, the Operator shall be responsible for estimating the future growth of the waste quantities for their own requirements.

Estimates of received waste materials (tonne/annum) for the years 2016 to 2018 is shown in the below table.

Year	2016	2017	2018
Tonnes/annum	18,237	17,030	9,789

The below graph shows the composition of the received waste materials for the years 2016 to 2018.



8.2.3 Landfill Operations

The Operator shall be responsible for the operation and maintenance of the Landfill on behalf of the Shire in compliance with the Licences.

The Operator will hold current third-party accreditation in compliance with:

- (c) AS4801 Occupational Health and Safety Management Systems,
- (d) ISO9001 Quality Management Systems, and
- (e) ISO14001 Environmental Management Systems.

Operation of the Landfill may include, but are not limited to the operation and maintenance of:

- (a) Tom Price Commercial and Domestic Cells;
- (a) Resource Recovery Area;
- (b) Access Control Points; and
- (c) Administration Buildings.

The Operator must operate the Landfill during the Opening Hours, as shown in the below table.

Waste Facility	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Tom Price Waste Disposal Site	Closed	7.30am to 3.30pm	7.30am to 3.30pm	7.30am to 3.30pm	7.30am to 3.30pm	7.30am to 3.30pm	7.30am to 12.30

The Operator shall be responsible for:

- (a) supply of a suitably qualified competent attendant to oversee and manage the day-to-day operations at all waste facilities including:
 - i. be on duty at all times during which the waste facilities are open to public;
 - ii. ensure all waste and recyclable materials are deposited in those areas set aside for its disposal;
 - iii. accept payment for disposal of waste material on behalf of the Shire, if applicable;
- (b) providing waste management systems that will provide the best outcomes environmentally, socially and economically;
- (c) operation of the Landfill in accordance with all Licences, Acts, Statutes, Local-Laws and regulations which are in force;
- (d) operation of the Landfill in accordance with ~~relevant operating procedures; the OEMP attached in Appendix 12 – Tom Price OEMP;~~
- (e) supply suitable areas and receptacles at the waste facilities for the acceptance and storage of recyclable materials. As a minimum the following materials shall be separated for recycling purposes:
 - i. batteries;
 - ii. cardboard;
 - iii. e-waste;
 - iv. gas bottles;
 - v. greenwaste;
 - vi. paper;
 - vii. CDS eligible containers;
 - viii. steel;

- ix. concrete rubble, tiles and bricks;
- x. items of value;
- xi. drumMUSTER;
- xii. used motor oil; and
- xiii. whitegoods.

(f) receptacles must contain a properly fitting lid and/or cover and be maintained to a suitable standard as specified by the Shire; and

(g) maintaining all buildings and infrastructure to the satisfaction of the Shire.

For clarity, the Shire will retain ownership of any receptacles already supplied at the Tom Price Landfill Facility and the Operator is responsible for all maintenance on the receptacles.

At the sole discretion of the Shire, the Operator may be engaged to provide an attendant at the Landfill. Duties to be carried out at the Landfill include:

- (a) Checking loads;
- (a) Receiving monies and writing receipts;
- (b) Directing residents to correct drop off areas;
- (c) Keeping records of incoming wastes and any breach of licence conditions;
- (d) Fire suppression services;
- (e) Checking oil/disposal area; and
- (f) Organising wastes to be picked up.

At the sole discretion of the Shire, the Operator may be engaged to remove tyres that are currently entombed on site. This may be subject to change in the future if a tyre recycling option become viable.

8.2.4 Weighbridge and Gatehouse

The Shire will maintain and operate the Weighbridge and Gatehouse, including:

- (a) operation of the weighbridge software and all associated commercial accounts and cash handling;
- (b) maintain certification of weighbridge and arrange statutory testing; and
- (c) comply with all licence conditions and associated legislation relating to the operation of the weighbridge.

8.2.5 Landfill Plant and Equipment

The Operator must supply all Plant and Equipment (if any) and all other things necessary to provide the Goods and/or Services, including labour, at its expense.

The Operator is to provide wet hire (plant, operator, fuel and transport) of the following equipment to provide services at the Landfill, as required:

- (a) Compactor;
- (b) Backhoe Excavator;
- (c) Forklift;
- (d) Dump truck;
- (e) Utility Vehicle; and
- (f) Water Cart.

The Operator must ensure that all Plant and Equipment and any other items which the Operator uses or supplies in conjunction with the Services are of merchantable quality, comply with the Contract and all Legal Requirements, and are fit for their usual and intended purpose.

Shire Supplied Plant and Equipment remains the Shire's property and the Operator may only use the Shire Supplied Plant and Equipment for the purpose of fulfilling the Operator's obligations under the Contract.

The Operator must compensate the Shire for any loss or damage to the Shire's premises or property (including the Shire Supplied Plant and Equipment) caused by the acts or omissions of the Operator or the Operator's Personnel.

The Operator must promptly return to the Shire:

- (a) any of the Shire Supplied Plant and Equipment referred to in this Section 8.2.5 that it no longer requires for performance of the relevant Services; and
- (b) all of the Shire Supplied Plant and Equipment referred to in this Section 8.2.6 remaining at expiry of the Term.

8.2.6 Receipt of Delivered Material

The Operator must operate the Landfill during the Opening Hours.

The Operator must ensure that all Delivered Material received at the Tom Price Landfill Facility is weighed at the weighbridge at the Tom Price Landfill Facility (if the Tom Price Landfill Facility

has a weighbridge) or is otherwise measured in accordance with the procedures in place at the Tom Price Landfill Facility.

The measurements taken in accordance with this Section 8.2.6 are conclusive evidence of the amount of Delivered Material received at the Tom Price Landfill Facility and will be used for the purpose of calculating payment to the Operator.

The Operator must accept all Delivered Material and perform the Services in accordance with:

- (a) Legal Requirements;
- (b) the Contract;
- (c) Good Industry Practice; and
- (d) the Standards and Procedures (if any).

The Operator must store, transport, and dispose of Residue, including Hazardous Waste, in accordance with all Legal Requirements at its own cost.

The Shire may, on reasonable notice to the Operator, inspect the Tom Price Landfill Facility. If the Shire wishes to carry out an inspection, the Operator must provide the Shire with all reasonable assistance and access to perform such an inspection.

8.2.7 Property and Risk in the Delivered Material

Property and risk in any Delivered Material accepted by the Operator will vest in the Operator once the Delivered Material passes the weighbridge of the Tom Price Landfill Facility.

8.2.8 Grant of Licence

The Shire will retain the Licence during the Term.

The Shire grants to the Operator and the Operator takes from the Shire for no consideration, access to the Licensed Area on a non-exclusive basis for the Approved Purpose.

The Shire (and those claiming through it) may at any and all times exercise all its rights (including, without limit, its right to use, possess and enjoy the Licensed Area and any part of the Licensed Area).

The Operator must, during the Term, perform and comply with the following obligations:

- (a) only use the Licensed Area for the Approved Purpose;

- (b) not do anything which might in any way endanger the property of the Shire or any person in or on the Licensed Area;
- (c) not carry on any illegal, immoral, offensive or unlawful activity, business or use on any part of the Licensed Area;
- (d) not cause any damage to any equipment on the Licensed Area not being the property of the Operator;
- (e) promptly make good to the reasonable satisfaction of the Shire any damage to the Licensed Area caused by negligence, misuse or abuse or wilful act or omission of or otherwise by the Operator or the Operator's Personnel;
- (f) if any Approval of an Authority is suspended, withdrawn, cancelled or in any other way rendered ineffective, the Operator must immediately stop access to and the use of the Licensed Area until all the necessary Approvals have been obtained or made effective;
- (g) at its own cost obtain, maintain and comply with all Approvals necessary from time to time for the conduct of its activities and the lawful use of the Licensed Area;
- (h) where necessary, facilitate, and otherwise not to do anything to prevent or hinder entry onto the Licensed Area of any person to whom the Shire has granted a right of access, licence or other form of tenure in accordance with the Agreement; and any other reasonable direction notified to the Operator by the Shire.

The Shire expressly reserves the right to, upon notice to the Operator:

- (a) enter upon the Licensed Area to operate, alter and maintain any existing assets belonging to it on the Licensed Area;
- (b) enter upon the Licensed Area to install, operate, alter and maintain new assets or infrastructure;
- (c) grant to any other person a right of access, licence or other form of tenure over the Licensed Area for any purpose; and
- (d) temporarily suspend the Operator's rights under this Licence for a breach of this Section 8.2.8, or on any other reasonable grounds.

Without prejudice to any provisions in the Contract dealing with termination of the Contract, Operator's rights under this agreement will terminate automatically and without notice being required by the Shire on the End Date.

The Operator must remove the Operator's Property from the Licensed Area within five (5) Business Days after either the:

- (a) expiration of the Term; or
- (b) other termination of this Licence.

All damage to any part of the Licensed Area or any Shire Supplied Plant or Equipment or any equipment or property of any other person by the removal of the Operator's Property must promptly be made good by the Operator to the reasonable satisfaction of the Shire and, if the Operator fails to do so, the Shire may make good the damage at the expense of the Operator.

8.2.9 Additional Reporting

The Operator must also maintain verified records of:

- (a) implementation of the EMP, the EMS, and/or the OH&S Management System (whichever applicable according to Annexure A – Agreement Particulars), to the extent that either Party requires such records to comply with all relevant Legal Requirements;
- (b) if Landfill Services form part of the Contract:
 - i. the date, time and weight of every vehicle as it enters and leaves a Landfill and the difference in weight;
 - ii. the weight and composition of the Delivered Material received at the Landfill;
 - iii. implementation of the Operational Plan and/or Quality System (whichever applicable according to Annexure A – Agreement Particulars), and
 - iv. its performance of each of the relevant Services, measured against the KPIs, if directed by the Shire to do so;

8.2.10 Carbon Issues

The parties acknowledge and agree that the Shire, notwithstanding any other provision of the Contract has 'operational control' (as defined in the National Greenhouse and Energy Reporting Act 2007 (Cth)) of the Tom Price Landfill Facility, including the greatest authority to introduce and implement operating, health and safety and environmental policies for the Tom Price Landfill Facility.

The Operator must promptly provide any assistance, information, documents or access to personnel reasonably requested by the Shire to enable the Shire to discharge any obligations under this Section 8.2.10.

Despite any other provision of the Contract, the Fees includes reimbursement for any costs (including direct and incidental) that may arise in connection with any Carbon Scheme, and the Operator will not be entitled to any further payment in respect of these costs.

If there is any amendment, repeal or other change to any Carbon Scheme the parties must (on the written request of any party) negotiate promptly and in good faith any amendments to this Section 8.2.10 which may be necessary to give effect, as far as possible, to the same allocation of rights and responsibilities as is contemplated by the existing provisions of this Section 8.2.10.

8.2.11 Environmental Management

The Operator must ensure that in providing Services, it:

- (a) does not cause or contribute to an Environmental Incident or Contamination;
- (b) complies with all Legal Requirements concerning the Environment;
- (c) minimises any impact on the Environment;
- (d) immediately notifies the Shire of, and remedies as soon as is practicable:
 - i. any non-compliance with any Legal Requirements concerning the Environment;
 - ii. any Environmental Incident or Contamination; or
 - iii. any issues the subject of a notice, order or communication received from an Authority under any Legal Requirement concerning the Environment or otherwise related to any Environment matter concerning the Services.

The Operator is responsible for all costs related to an Environmental Incident or Contamination, including the cost of undertaking any remedial action.

The Operator must:

- (a) obtain, maintain and comply with all approvals related to the Environment, unless provided otherwise in this Contract;
- (b) operate all Plant and Equipment in compliance with the Environmental Protection (Noise) Regulations 1997 (WA);

- (c) where required in Annexure A – Agreement Particulars, prepare, establish, implement and maintain an Environmental Management System (EMS) certified as complying with the requirements of AS/NZS ISO 14001 and approved by the Shire;
- (d) where required in Annexure A – Agreement Particulars, prepare, establish, implement and maintain an Environmental Management Plan (EMP) for each of the relevant Services and approved by the Shire;
- (e) provide any EMP to the Shire for approval at least 60 days prior to the Commencement Date; and
- (f) undertake the Services in accordance with the EMS and EMP (if any) that has been approved by the Shire.

Where in Annexure A – Agreement Particulars provide that an Operational Plan is required, such a plan must meet the requirements this Section 8.2.11.

The Operator must ensure that, if it is a Landfill operator, the Tom Price Landfill is:

- (a) operated in a manner which does not cause an unreasonable emission to be emitted from the Tom Price Landfill and minimises any nuisance (by way of odour, noise, litter, pest infestation or any other cause) to owners or occupiers of adjoining or nearby land;
- (b) operated in accordance with the Operational Plan, the OHS Management System, the EMP, the EMS and the Quality System (whichever are specified as applicable in t in Annexure A – Agreement Particulars); and
- (c) maintained in a manner which is as clean and tidy as is possible having regard to the nature of the operations which the Operator is required to conduct under the Contract.

8.3 Paraburdoo Landfill Management Services

8.3.1 Background

Paraburdoo Waste Disposal Site (Landfill) is located at Lot 35 on Deposited Plan 241590, Beasley Road, Paraburdoo, approximately 1km north from Camp Road on Beasley Road. A map of the Landfill site is attached in Appendix ~~42~~11 - Paraburdoo Landfill Site Layout.

The Landfill is licensed as a Class II or III landfill facility for the disposal of putrescible materials with used tyre storage ability.

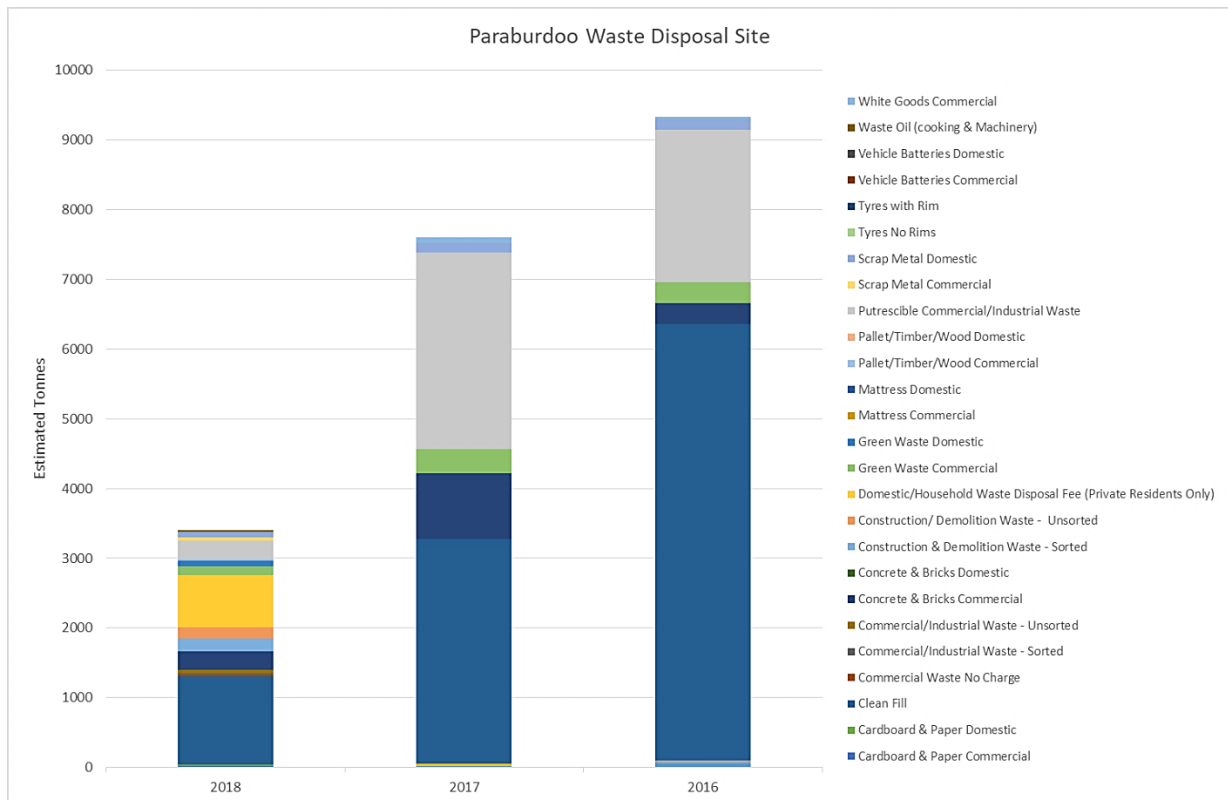
Waste Materials from the Paraburdoo Kerbside Waste Collection are deposited at the Landfill for disposal.

8.3.2 Waste Materials and Quantities

Estimates of the quantity of received waste materials (tonne/annum) for the years 2016 to 2018 are shown in the below table.

Year	2016	2017	2018
Tonnes/annum	9,323	7,597	3,398

The below graph shows the composition of the received waste materials for the years 2016 to 2018.



The Operator is to make their own interpretations and conclusions of the expected composition of Waste Materials for the purposes of tendering.

The Operator is to undertake their own investigations and studies of the composition and other quality characteristics of the Waste Materials.

The Shire cannot guarantee the quantities of such Wastes it will deliver throughout the Term. Therefore, Operator shall be responsible for estimating the future growth of the waste quantities for their own requirements.

8.3.3 Landfill Operations

The Operator shall be responsible for the operation and maintenance of the Landfill on behalf of the Shire in compliance with the Licences.

The Operator will hold current third-party accreditation in compliance with:

- (d) AS4801 Occupational Health and Safety Management Systems,
- (e) ISO9001 Quality Management Systems, and
- (f) ISO14001 Environmental Management Systems.

Operation of the Landfill may include, but are not limited to the operation and maintenance of:

- (a) Paraburdoo landfill facility;
- (b) Access Control Points; and
- (c) Administration Buildings.

The Operator must operate the Landfill during the Opening Hours, as shown in the below table.

Waste Facility	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Paraburdoo Waste Disposal Site	Closed	7.30am to 3.30pm	7.30am to 3.30pm	7.30am to 3.30pm	7.30am to 3.30pm	7.30am to 3.30pm	7.30 am to 12.30pm

The Operator shall:

- (a) supply a suitably qualified competent attendant to oversee and manage the day-to-day operations at the all waste facilities including:
 - i. be on duty at all times during which the waste facilities are open to public;
 - ii. ensure all waste and recyclable materials are deposited in those areas set aside for its disposal;
 - iii. Accept payment for disposal of waste material on behalf of the Shire, if applicable;
- (b) provide waste management systems that will provide the best outcomes environmentally, socially and economically;
- (c) operate the Landfill in accordance with all Licences, Acts, Statutes, Local-Laws and regulations which are in force;
- (d) operate the Landfill in accordance with the OEMP attached in Appendix 13 – Paraburdoo OEMP;
- (e) supply suitable areas and receptacles at the waste facilities for the acceptance and storage of recyclable materials. As a minimum the following materials shall be separated for recycling purposes:
 - i. batteries;

- ii. cardboard;
- iii. e-waste;
- iv. gas bottles;
- v. greenwaste;
- vi. paper;
- vii. CDS eligible containers;
- viii. steel;
- ix. concrete rubble, tiles and bricks;
- x. items of value;
- xi. drumMUSTER;
- xii. used motor oil; and
- xiii. whitegoods.

(f) ensure receptacles must contain a properly fitting lid and/or cover and be maintained to a suitable standard as specified by the Shire; and

(g) maintain all buildings and infrastructure to the satisfaction of the Shire.

At the sole discretion of the Shire, the Operator may be engaged to provide an attendant at the Landfill. Duties to be carried out at the Landfill include:

- (a) Checking loads;
- (b) Receiving monies and writing receipts;
- (c) Directing residents to correct drop off areas;
- (d) Keeping records of incoming wastes and any breach of licence conditions;
- (e) Fire suppression services;
- (f) Checking oil/disposal area; and
- (g) Organising wastes to be picked up.

For clarity, the Shire will retain ownership of all receptacles supplied at the landfill site and the Operator is responsible for all maintenance on the receptacles.

8.3.4 Landfill Plant and Equipment

The Operator must supply all Plant and Equipment (if any) and all other things necessary to provide the Goods and/or Services, including labour, at its expense.

The Operator is to provide wet hire (plant, operator, fuel and transport) of the following equipment to provide services at the Transfer Station, as required:

- (a) Front end loader;
- (b) Excavator;
- (c) Dump truck;
- (d) Backhoe;
- (e) Compactor; and
- (f) Water carrier.

The Operator must supply all Plant and Equipment (if any) and all other things necessary to provide the Goods and/or Services, including labour, at its expense.

The Operator must ensure that all Plant and Equipment and any other items which the Operator uses or supplies in conjunction with the Services are of merchantable quality, comply with the Contract and all Legal Requirements, and are fit for their usual and intended purpose.

~~Ownership of Operator Supplied Equipment shall transfer to the Shire at the end of the Term. The transfer will occur at no cost to the Shire.~~

Shire Supplied Plant and Equipment remains the Shire's property and the Operator may only use the Shire Supplied Plant and Equipment for the purpose of fulfilling the Operator's obligations under the Contract.

The Operator must compensate the Shire for any loss or damage to the Shire's premises or property (including the Shire Supplied Plant and Equipment) caused by the acts or omissions of the Operator or the Operator's Personnel.

The Operator must promptly return to the Shire:

- (a) any of the Shire Supplied Plant and Equipment referred to in this Section 8.3.4 that it no longer requires for performance of the relevant Services; and
- (b) all of the Shire Supplied Plant and Equipment referred to in this Section 8.3.4 remaining at expiry of the Term.

8.3.5 Receipt of Delivered Material

The Operator must operate the Paraburdoo Landfill Facility during the Opening Hours.

The Operator must ensure that all Delivered Material received at the Paraburdoo Landfill Facility is weighed at the weighbridge at the Paraburdoo Landfill Facility (if the Paraburdoo Landfill Facility has a weighbridge) or is otherwise measured in accordance with the procedures in place at the Paraburdoo Landfill Facility.

The measurements taken in accordance with this Section 8.3.5 are conclusive evidence of the amount of Delivered Material received at the Paraburdoo Landfill Facility and will be used for the purpose of calculating payment to the Operator.

The Operator must accept all Delivered Material and perform the Services in accordance with:

- (a) Legal Requirements;
- (b) the Contract;
- (c) Good Industry Practice; and
- (d) the Standards and Procedures (if any).

The Operator must store, transport and dispose of Residue, including Hazardous Waste, in accordance with all Legal Requirements at its own cost.

The Shire may, on reasonable notice to the Operator, inspect the Paraburdoo Landfill Facility. If the Shire wishes to carry out an inspection, the Operator must provide the Shire with all reasonable assistance and access to perform such an inspection.

8.3.6 Property and Risk in the Delivered Material

Property and risk in any Delivered Material accepted by the Operator will vest in the Operator once the Delivered Material:

- (a) passes the weighbridge at the Paraburdoo Landfill Facility; or
- (a) if the Paraburdoo Landfill Facility does not have a weighbridge, passes the boundary of the Site on which the Paraburdoo Landfill Facility is located.

8.3.7 Grant of Licence

The Shire will retain the Licence during the Term.

The Shire grants to the Operator and the Operator takes from the Shire for no consideration, access to the Licensed Area on a non-exclusive basis for the Approved Purpose.

The Shire (and those claiming through it) may at any and all times exercise all its rights (including, without limit, its right to use, possess and enjoy the Licensed Area and any part of the Licensed Area).

The Operator must, during the Term, perform and comply with the following obligations:

- (a) only use the Licensed Area for the Approved Purpose;
 - (b) not do anything which might in any way endanger the property of the Shire or any person in or on the Licensed Area;
 - (c) not carry on any illegal, immoral, offensive or unlawful activity, business or use on any part of the Licensed Area;
 - (d) not cause any damage to any equipment on the Licensed Area not being the property of the Operator;
 - (e) promptly make good to the reasonable satisfaction of the Shire any damage to the Licensed Area caused by negligence, misuse or abuse or wilful act or omission of or otherwise by the Operator or the Operator's Personnel;
 - (f) if any Approval of an Authority is suspended, withdrawn, cancelled or in any other way rendered ineffective, the Operator must immediately stop access to and the use of the Licensed Area until all the necessary Approvals have been obtained or made effective;
 - (g) at its own cost obtain, maintain and comply with all Approvals necessary from time to time for the conduct of its activities and the lawful use of the Licensed Area;
 - (h) where necessary, facilitate, and otherwise not to do anything to prevent or hinder entry onto the Licensed Area of any person to whom the Shire has granted a right of access, licence, or other form of tenure, in accordance with this Section 8.3.7; and
- any other reasonable direction notified to the Operator by the Shire.

The Shire expressly reserves the right to, upon notice to the Operator:

- (a) enter upon the Licensed Area to operate, alter and maintain any existing assets belonging to it on the Licensed Area;
- (b) enter upon the Licensed Area to install, operate, alter and maintain new assets or infrastructure;
- (c) grant to any other person a right of access, licence or other form of tenure over the Licensed Area for any purpose; and

- (d) temporarily suspend the Operator's rights under this Licence for a breach of this Section 8.3.7, or on any other reasonable grounds.

Without prejudice to any provisions in the Contract dealing with termination of the Contract, Operator's rights under this Operator's rights under this agreement will terminate automatically and without notice being required by the Shire on the End Date.

The Operator must remove the Operator's Property from the Licensed Area within five (5) Business Days after either the:

- (a) expiration of the Term; or
- (b) other termination of this Licence.

All damage to any part of the Licensed Area or any Shire Supplied Plant or Equipment or any equipment or property of any other person by the removal of the Operator's Property must promptly be made good by the Operator to the reasonable satisfaction of the Shire and, if the Operator fails to do so, the Shire may make good the damage at the expense of the Operator.

8.3.8 Additional Reporting

The Operator must also maintain verified records of:

- (a) implementation of the EMP, the EMS, and/or the OH&S Management System (whichever applicable according to Annexure A – Agreement Particulars), to the extent that either Party requires such records to comply with all relevant Legal Requirements;
- (b) if Landfill Management Services form part of the Contract:
 - i. the date, time and weight of every vehicle as it enters and leaves the Paraburdoo Landfill Facility and the difference in weight;
 - ii. the weight and composition of all Delivered Material that is disposed of in landfill; and/or
 - iii. implementation of the Operational Plan and/or Quality System (whichever applicable according to Annexure A – Agreement Particulars); and
 - iv. its performance of each of the relevant Services, measured against the KPIs,

if directed by the Shire to do so.

8.3.9 Carbon Issues

The parties acknowledge and agree that the Shire, notwithstanding any other provision of the Contract has 'operational control' (as defined in the National Greenhouse and Energy Reporting Act 2007 (Cth)) of the Paraburdoo Landfill Facility including the greatest authority to introduce and implement operating, health and safety and environmental policies for the Paraburdoo Landfill Facility.

The Operator must promptly provide any assistance, information, documents or access to personnel reasonably requested by the Shire to enable the Shire to discharge any obligations under this Section 8.3.9.

Despite any other provision of the Contract, the Fees includes reimbursement for any costs (including direct and incidental) that may arise in connection with any Carbon Scheme, and the Operator will not be entitled to any further payment in respect of these costs.

If there is any amendment, repeal or other change to any Carbon Scheme the parties must (on the written request of any party) negotiate promptly and in good faith any amendments to this Section 8.3.9, which may be necessary to give effect, as far as possible, to the same allocation of rights and responsibilities as is contemplated by the existing provisions of this this Section 8.3.9.

8.3.10 Environmental Management

The Operator must ensure that in providing Services, it:

- (a) does not cause or contribute to an Environmental Incident or Contamination;
- (b) complies with all Legal Requirements concerning the Environment;
- (c) minimises any impact on the Environment;
- (d) immediately notifies the Shire of, and remedies as soon as is practicable:
 - i. any non-compliance with any Legal Requirements concerning the Environment;
 - ii. any Environmental Incident or Contamination; or
 - iii. any issues the subject of a notice, order or communication received from an Authority under any Legal Requirement concerning the Environment or otherwise related to any Environment matter concerning the Services.

The Operator is responsible for all costs related to an Environmental Incident or Contamination, including the cost of undertaking any remedial action.

The Operator must:

- (a) obtain, maintain and comply with all approvals related to the Environment, unless provided otherwise in this Contract;
- (b) operate all Plant and Equipment in compliance with the Environmental Protection (Noise) Regulations 1997 (WA);
- (c) where required in Annexure A – Agreement Particulars, prepare, establish, implement and maintain an Environmental Management System (EMS) certified as complying with the requirements of AS/NZS ISO 14001 and approved by the Shire;
- (d) where required in Annexure A – Agreement Particulars, prepare, establish, implement and maintain an Environmental Management Plan (EMP) for each of the relevant Services and approved by the Shire;
- (e) provide any EMP to the Shire for approval at least 60 days prior to the Commencement Date; and
- (f) undertake the Services in accordance with the EMS and EMP (if any) that has been approved by the Shire.

Where in Annexure A – Agreement Particulars provide that an Operational Plan is required, such a plan must meet the requirements this Section 8.3.10.

The Operator must ensure that, if it is a Landfill operator, the Paraburdoo Landfill Facility is:

- (a) operated in a manner which does not cause an unreasonable emission to be emitted from the Paraburdoo Landfill Facility and minimises any nuisance (by way of odour, noise, litter, pest infestation or any other cause) to owners or occupiers of adjoining or nearby land;
- (b) operated in accordance with the Operational Plan, the OHS Management System, the EMP, the EMS and the Quality System (whichever are specified as applicable in Annexure A – Agreement Particulars); and
- (c) maintained in a manner which is as clean and tidy as is possible having regard to the nature of the operations which the Operator is required to conduct under the Contract.

8.4 Onslow Waste Transfer Station Management Services

8.4.1 Background

Onslow Waste Transfer Station (Onslow WTS) is located at Part Lot 500 Onslow Road, Onslow. A map of the Onslow WTS is attached in Appendix 12.

The Landfill is licensed as a waste transfer station for the acceptance, processing (where applicable), storage and transfer of waste materials.

Waste materials from the Onslow Kerbside Waste Collection will be taken directly to the PRWMF once operational, while other Shire waste (particularly community drop off) will be stored at the Onslow WTS prior to the transfer and disposal at the PRWMF.

8.4.2 Waste Materials and Quantities

Estimates of the quantity of received waste materials (tonne/annum) for the years 2016 to 2018 are shown in the below table.

<u>Financial Year</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
<u>Tonnes/annum*</u>	<u>1,595</u>	<u>4,265</u>	<u>2,915</u>

*The totals above includes the domestic and commercial waste collection services

The Operator is to make their own interpretations and conclusions of the expected composition of Waste Materials.

The Operator is to undertake their own investigations and studies of the composition and other quality characteristics of the Waste Materials.

The Shire cannot guarantee the quantities of such Wastes it will deliver throughout the Term. Therefore, the Operator shall be responsible for estimating the future growth of the waste quantities for their own requirements.

8.4.3 Operations

The Operator shall be responsible for the operation and maintenance of the Onslow WTS on behalf of the Shire in compliance with the Licences.

The Operator will hold current third-party accreditation in compliance with:

- (a) AS4801 Occupational Health and Safety Management Systems,
- (b) ISO9001 Quality Management Systems, and
- (c) ISO14001 Environmental Management Systems.

Operation of the Onslow WTS may include, but are not limited to the operation and maintenance of:

- (a) Waste transfer station; and
- (b) Administration Buildings.

The Operator must operate the Onslow WTS during the Opening Hours, as shown in the below table.

<u>Waste Facility</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
<u>Onslow WTS</u>	<u>8.00am to 3.00pm</u>	<u>8.00am to 3.00pm</u>	<u>8.00am to 3.00pm</u>	<u>8.00am to 3.00pm</u>	<u>8.00am to 3.00pm</u>	<u>8.00am to 3.00pm</u>	<u>Closed</u>

The Operator shall:

- (a) supply a suitably qualified competent attendant to oversee and manage the day-to-day operations at the waste transfer station including:
 - i. be on duty at all times during which the facility is open to public;
 - ii. ensure all waste and recyclable materials are deposited in those areas set aside for its storage/disposal;
 - iii. Accept payment for disposal of waste material on behalf of the Shire, if applicable;
- (b) provide waste management systems that will provide the best outcomes environmentally, socially and economically;
- (c) operate the waste transfer station in accordance with all Licences, Acts, Statutes, Local-Laws and regulations which are in force;
- (d) operate the waste transfer station in accordance with relevant operating procedures;

- (e) supply suitable areas and receptacles for the acceptance and storage of recyclable materials. As a minimum the following materials shall be separated for recycling purposes:
- i. batteries;
 - ii. cardboard;
 - iii. e-waste;
 - iv. gas bottles;
 - v. greenwaste;
 - vi. paper;
 - vii. CDS eligible containers;
 - viii. steel;
 - ix. concrete rubble, tiles and bricks;
 - x. items of value;
 - xi. drumMUSTER;
 - xii. used motor oil; and
 - xiii. whitegoods.
- (f) ensure receptacles must contain a properly fitting lid and/or cover and be maintained to a suitable standard as specified by the Shire; and
- (g) maintain all buildings and infrastructure to the satisfaction of the Shire.

At the sole discretion of the Shire, the Operator may be engaged to provide an attendant.
Duties to be carried out at the Landfill include:

- (a) Checking loads;
- (b) Receiving monies and writing receipts;
- (c) Directing residents to correct drop off areas;
- (d) Keeping records of incoming wastes and any breach of licence conditions;
- (e) Fire suppression services;
- (f) Checking oil/disposal area; and
- (g) Organising wastes to be picked up.

For clarity, the Operator will retain ownership of all receptacles it supplies at the Onslow Waste Transfer Station and the Operator is responsible for all maintenance on the receptacles.

8.4.4 Plant and Equipment

The Operator must supply all Plant and Equipment (if any) and all other things necessary to provide the Goods and/or Services, including labour, at its expense.

The Operator is to provide wet hire (plant, operator, fuel and transport) of the following equipment to provide services at the waste transfer station, as required:

- (a) Front end loader.

The Operator must ensure that all Plant and Equipment and any other items which the Operator uses or supplies in conjunction with the Services are of merchantable quality, comply with the Contract and all Legal Requirements, and are fit for their usual and intended purpose.

Shire Supplied Plant and Equipment remains the Shire's property and the Operator may only use the Shire Supplied Plant and Equipment for the purpose of fulfilling the Operator's obligations under the Contract.

The Operator must compensate the Shire for any loss or damage to the Shire's premises or property (including the Shire Supplied Plant and Equipment) caused by the acts or omissions of the Operator or the Operator's Personnel.

The Operator must promptly return to the Shire:

- (a) any of the Shire Supplied Plant and Equipment that it no longer requires for performance of the relevant Services; and
- (b) all of the Shire Supplied Plant and Equipment remaining at expiry of the Term.

8.4.5 Receipt of Delivered Material

The Operator must operate the Onslow WTS during the Opening Hours.

The Operator must ensure that all Delivered Material received at the Onslow WTS is measured in accordance with the procedures in place at the Onslow WTS.

The measurements taken in accordance with this Section 8.4.5 are conclusive evidence of the amount of Delivered Material received at the Onslow WTS.

The Operator must accept all Delivered Material and perform the Services in accordance with:

- (a) Legal Requirements;

- (b) the Contract;
- (c) Good Industry Practice; and
- (d) the Standards and Procedures (if any).

The Operator must store waste materials for transport and/or disposal in accordance with all Legal Requirements at its own cost.

The Shire may, on reasonable notice to the Operator, inspect the Onslow WTS. If the Shire wishes to carry out an inspection, the Operator must provide the Shire with all reasonable assistance and access to perform such an inspection.

8.4.6 Property and Risk in the Delivered Material

- (e) Property and risk in any Delivered Material accepted at the facility transfers to the Operator.

8.4.7 Grant of Licence

The Shire will retain the Onslow WTS Licence during the Term.

The Shire grants to the Operator and the Operator takes from the Shire for no consideration, access to the Onslow WTS Licensed Area on a non-exclusive basis for the Approved Purpose.

The Shire (and those claiming through it) may at any and all times exercise all its rights (including, without limit, its right to use, possess and enjoy the Onslow WTS and any part it).

The Operator must, during the Term, perform and comply with the following obligations:

- (a) only use the Onslow WTS for the Approved Purpose;
- (b) not do anything which might in any way endanger the property of the Shire or any person in or on the Onslow WTS;
- (c) not carry on any illegal, immoral, offensive or unlawful activity, business or use on any part of the Onslow WTS;
- (d) not cause any damage to any equipment at the Onslow WTS not being the property of the Operator;
- (e) promptly make good to the reasonable satisfaction of the Shire any damage to the Onslow WTS caused by negligence, misuse or abuse or wilful act or omission of or otherwise by the Operator or the Operator's Personnel;

- (f) if any Approval of an Authority is suspended, withdrawn, cancelled or in any other way rendered ineffective, the Operator must immediately stop access to and the use of the Onslow WTS until all the necessary Approvals have been obtained or made effective;
- (g) at its own cost obtain, maintain and comply with all Approvals necessary from time to time for the conduct of its activities and the lawful use of the Onslow WTS;
- (h) where necessary, facilitate, and otherwise not to do anything to prevent or hinder entry onto the Onslow WTS of any person to whom the Shire has granted a right of access, licence, or other form of tenure, in accordance with this Section 8.4.7; and
any other reasonable direction notified to the Operator by the Shire.

The Shire expressly reserves the right to, upon notice to the Operator:

- (a) enter upon the Onslow WTS to operate, alter and maintain any existing assets belonging to it on the Licensed Area;
- (b) enter upon the Onslow WTS to install, operate, alter and maintain new assets or infrastructure;
- (c) grant to any other person a right of access, licence or other form of tenure over the Onslow WTS for any purpose; and
- (d) temporarily suspend the Operator's rights under the Onslow WTS Licence for a breach of this Section 8.4.7, or on any other reasonable grounds.

Without prejudice to any provisions in the Contract dealing with termination of the Contract, Operator's rights under this agreement will terminate automatically and without notice being required by the Shire on the End Date.

The Operator must remove the Operator's Property from the Onslow WTS within five (5) Business Days after either the:

- (a) expiration of the Term; or
- (b) other termination of this Licence.

All damage to any part of the Onslow WTS or any Shire Supplied Plant or Equipment or any equipment or property of any other person by the removal of the Operator's Property must promptly be made good by the Operator to the reasonable satisfaction of the Shire and, if the Operator fails to do so, the Shire may make good the damage at the expense of the Operator.

8.4.8 Additional Reporting

The Operator must also maintain verified records of:

- (a) implementation of the EMP, the EMS, and/or the OH&S Management System (whichever applicable according to Annexure A – Agreement Particulars), to the extent that either Party requires such records to comply with all relevant Legal Requirements;
- (b) if Onslow WTS Management Services form part of the Contract:
 - i. the date, time and weight of every vehicle as it enters and leaves the Onslow WTS and the difference in weight;
 - ii. implementation of the Operational Plan and/or Quality System (whichever applicable according to Annexure A – Agreement Particulars); and
 - iii. its performance of each of the relevant Services, measured against the relevant KPIs,

if directed by the Shire to do so.

8.4.9 Carbon Issues

The parties acknowledge and agree that the Shire, notwithstanding any other provision of the Contract has 'operational control' (as defined in the National Greenhouse and Energy Reporting Act 2007 (Cth)) of the Onslow WTS including the greatest authority to introduce and implement operating, health and safety and environmental policies for the Onslow WTS.

The Operator must promptly provide any assistance, information, documents or access to personnel reasonably requested by the Shire to enable the Shire to discharge any obligations under this Section 8.4.98.3.9.

Despite any other provision of the Contract, the Fees includes reimbursement for any costs (including direct and incidental) that may arise in connection with any Carbon Scheme, and the Operator will not be entitled to any further payment in respect of these costs.

If there is any amendment, repeal or other change to any Carbon Scheme the parties must (on the written request of any party) negotiate promptly and in good faith any amendments to this Section 8.4.9, which may be necessary to give effect, as far as possible, to the same allocation of rights and responsibilities as is contemplated by the existing provisions of this this Section 8.4.9.

8.4.10 Environmental Management

The Operator must ensure that in providing this service, it:

- (a) does not cause or contribute to an Environmental Incident or Contamination;
- (b) complies with all Legal Requirements concerning the Environment;
- (c) minimises any impact on the Environment;
- (d) immediately notifies the Shire of, and remedies as soon as is practicable:
 - i. any non-compliance with any Legal Requirements concerning the Environment;
 - ii. any Environmental Incident or Contamination; or
 - iii. any issues the subject of a notice, order or communication received from an Authority under any Legal Requirement concerning the Environment or otherwise related to any Environment matter concerning the Services.

The Operator is responsible for all costs related to an Environmental Incident or Contamination, including the cost of undertaking any remedial action.

The Operator must:

- (a) obtain, maintain and comply with all approvals related to the Environment, unless provided otherwise in this Contract;
- (b) operate all Plant and Equipment in compliance with the Environmental Protection (Noise) Regulations 1997 (WA);
- (c) where required in Annexure A – Agreement Particulars, prepare, establish, implement and maintain an Environmental Management System (EMS) certified as complying with the requirements of AS/NZS ISO 14001 and approved by the Shire;
- (d) where required in Annexure A – Agreement Particulars, prepare, establish, implement and maintain an Environmental Management Plan (EMP) for each of the relevant Services and approved by the Shire;
- (e) provide any EMP to the Shire for approval at least 60 days prior to the Commencement Date; and
- (f) undertake the Services in accordance with the EMS and EMP (if any) that has been approved by the Shire.

Where in Annexure A – Agreement Particulars provide that an Operational Plan is required, such a plan must meet the requirements this Section 8.4.10.

The Operator must ensure that, if it is the Operator of the Onslow WTS, the Onslow WTS is:

- (a) operated in a manner which does not cause an unreasonable emission to be emitted from the Onslow WTS and minimises any nuisance (by way of odour, noise, litter, pest infestation or any other cause) to owners or occupiers of adjoining or nearby land;
- (b) operated in accordance with the Operational Plan, the OHS Management System, the EMP, the EMS and the Quality System (whichever are specified as applicable in Annexure A – Agreement Particulars); and
- (c) maintained in a manner which is as clean and tidy as is possible having regard to the nature of the operations which the Operator is required to conduct under the Contract.

Appendix 1 – Existing Collection Schedule

Commercial Run	Monday	Tuesday	Wednesday	Thursday	Friday
Tom Price	7.5 hours	1 hour	5 hours	2.5 hours	5 hours
Paraburdoo	No Run	4.5 hours + 2 hours travel	No Run	3 hours + 2 hours travel	No Run
Onslow	4 hours	No Run	1 hour	No Run	4 hours

Residential Run	Monday	Tuesday	Wednesday	Thursday	Friday
Tom Price	No Run	No Run	7.5 hours	6 hours	No Run
Paraburdoo	No Run	5 hours + 2 hours travel	No Run	No Run	No Run
Onslow	No Run	No Run	6 hours	No Run	No Run

Appendix 2 – Map of Existing Collection Areas

TO BE PROVIDED AT A LATER STAGE

Appendix 3 – Public Place Bin Collection Schedule

TO BE PROVIDED AT A LATER STAGE

Appendix 4 – NOT USED

Appendix 5 – Nominated Disposal Facility

ONSLOW

Refuse collected on behalf of the Shire as part of the Services required by this Contract is to be deposited at the {PRWMF } located at {Lot 550 and Lot 551 on Plan 414367, being Reserve 53324, Onslow Road, TALANDJI WA 6710 }.

TOM PRICE

Refuse collected on behalf of the Shire as part of the Services required by this Contract is to be deposited at the {Tom Price Landfill Facility} located at {located on Crown Reserve 50203 within Lot 300 on Plan 52584, Bingarn Road, Tom Price, approximately 4km West on Bingarn Rd from Coles Express}.

PARABURDOO

Refuse collected on behalf of the Shire as part of the Services required by this Contract is to be deposited at the {Paraburdoo Landfill Facility} located at {located at Lot 35 on Deposited Plan 241590, Beasley Road, Paraburdoo approximately 1km north from Camp Road on Beasley Road}.

Appendix 6 – Nominated Disposal Facility Access Times

The Onslow Transfer Station is open on the following days and times:

Monday to Saturday	8 am to 3.30 pm
Sunday	Closed
Public Holidays	Closed
Christmas Day, New Year's Day, Anzac Day and Easter Friday	Closed

The Tom Price Landfill Facility is open on the following days and times:

Tuesday to Saturday	7.30 am - 3.30 pm
Sunday	7.30am – 3.30pm
Monday	Closed
Public Holidays	Closed
Christmas Day, New Year's Day, Anzac Day and Easter Friday	Closed

The Paraburdoo Landfill Facility is open on the following days and times:

Monday to Saturday	7.30 am - 3.30 pm
Sunday	Closed
Public Holidays	Closed
Christmas Day, New Year's Day, Anzac Day and Easter Friday	Closed

The PRWMF is open on the following days and times:

Monday to Saturday	TBA
Sunday	TBA
Public Holidays	TBA
Christmas Day, New Year's Day, Anzac Day and Easter Friday	TBA

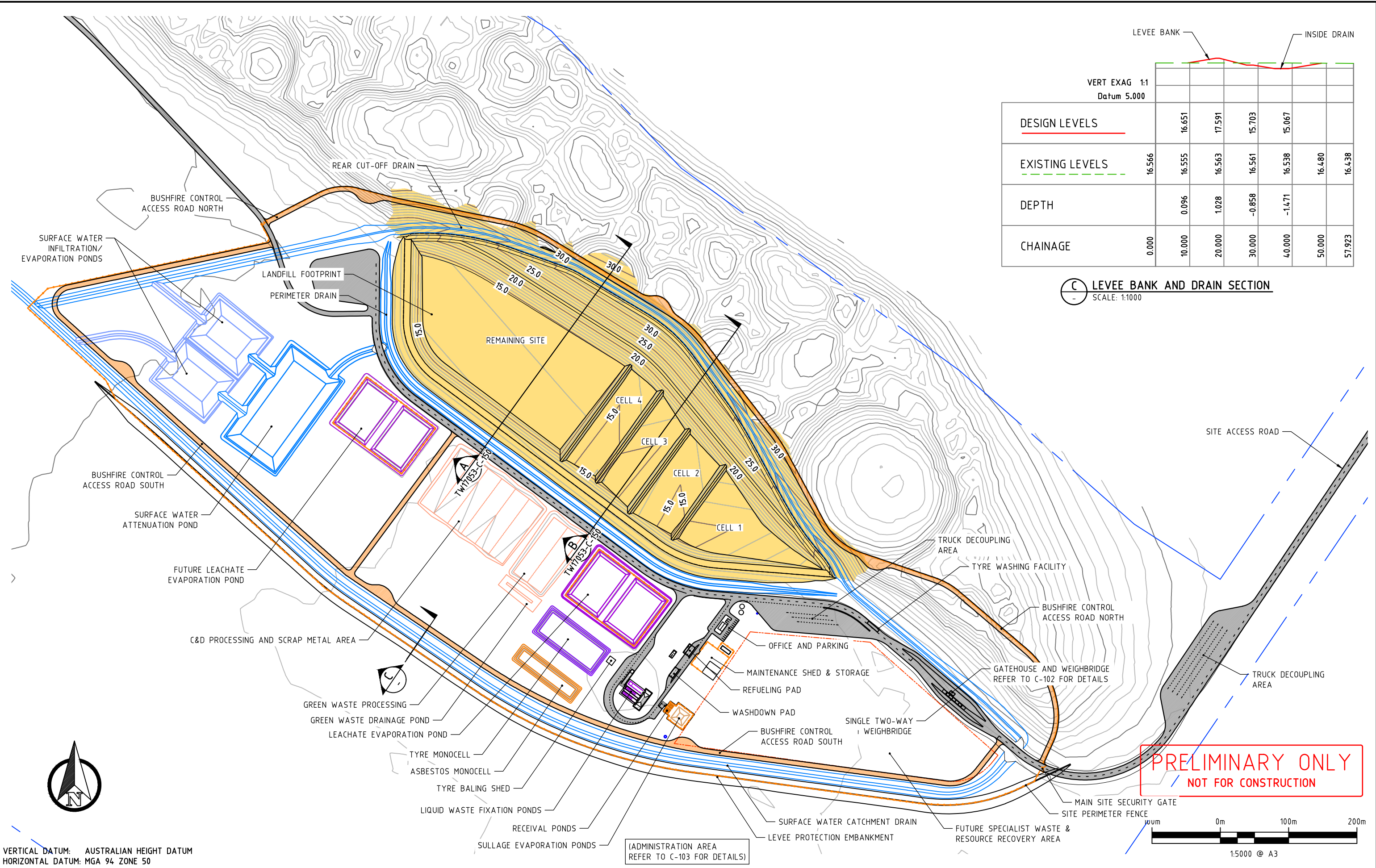
The Operator will be provided with access to the facilities listed above on these days for the delivery of collected Refuse material.

The Operator is not liable to pay any expenses, charges or fees payable in respect of the disposal or deposit of Collected Materials at the facilities above relating to waste collected from the Refuse Kerbside Collection Service.

Appendix 7 – PRWMF Concept Plan.

Printed by Armand Bester on 05.11.2018 04:16 PM


FILENAME: \\SERVER\\TALIS\\SECTIONS\\WASTE\\PROJECTS\\TW17053 - ONSLOW PROJECT MANAGEMENT\\DRAWINGS\\PROD DRGS\\SET 3.DWG



VERT EXAG 1:1 Datum 5.000					
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EXISTING LEVELS	16.566	16.555	16.563	16.561	16.538
DEPTH	0.096	1.028	-0.858	-1.471	
CHAINAGE	0.000	10.000	20.000	30.000	40.000
					50.000
					57.923

C LEVEE BANK AND DRAIN SECTION
SCALE: 1:1000

VERTICAL DATUM: AUSTRALIAN HEIGHT DATUM
HORIZONTAL DATUM: MGA 94 ZONE 50



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SHIRE OF ASHBURTON

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D	21.09.2018	AS	SOUTHERN BUSHFIRE ACCESS ADDED
C	30.07.18	AS	REARRANGED INFRASTRUCTURE
B	30.04.18	CB	REARRANGED INFRASTRUCTURE STRAIGHTENED LEVEE BUND
A	27.02.18	CB	ISSUED FOR INFORMATION
No.	Date	Drawn/Checked	Amendment / Issue

Project:

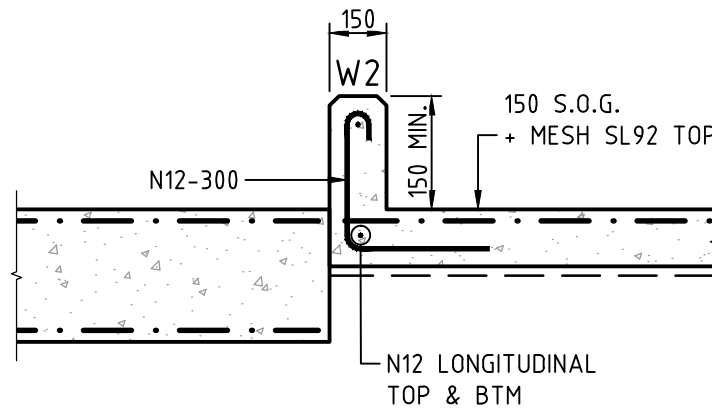
PILBARA REGIONAL WASTE MANAGEMENT FACILITY

Title:

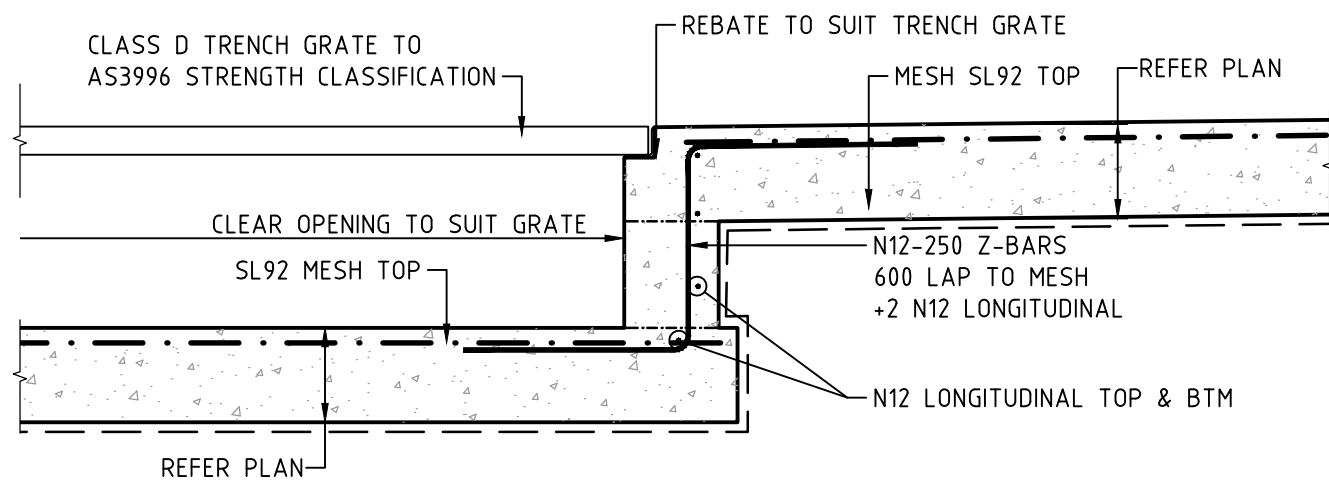
SITE GENERAL ARRANGEMENT PLAN

Drawn by:	CDB	Job No:	TW17053
Checked by:	LM	File No:	TW17053-C-100
Approved by:		Drg. No:	C-100
Scale:	1:5000 @ A3	Rev:	D
Date:	30.07.2018		

Appendix 8 – Fixation Ponds Concept Plan

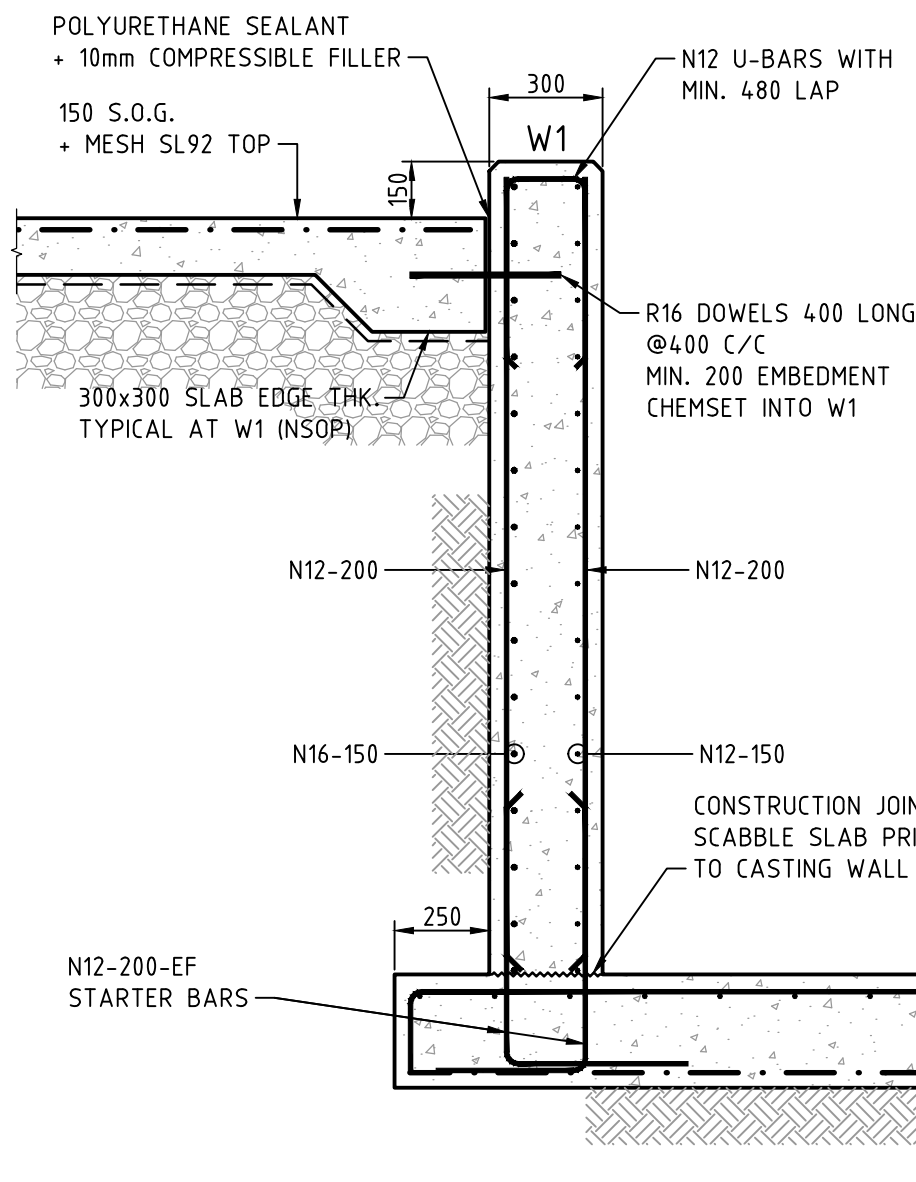


TYPICAL SECTION THRU' WALL W2
SCALE: 1:20

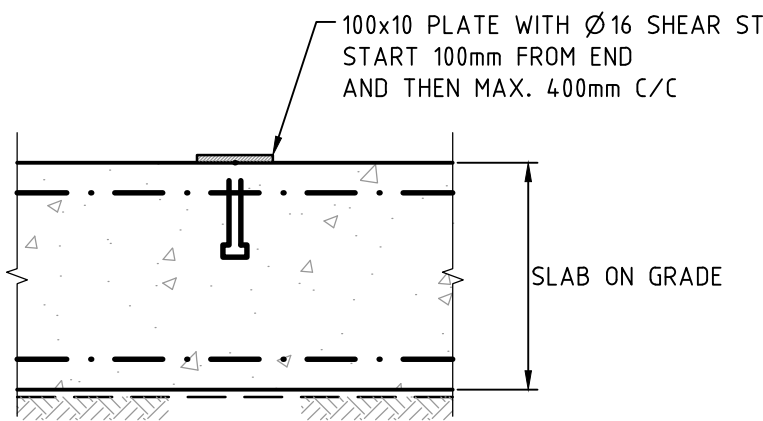
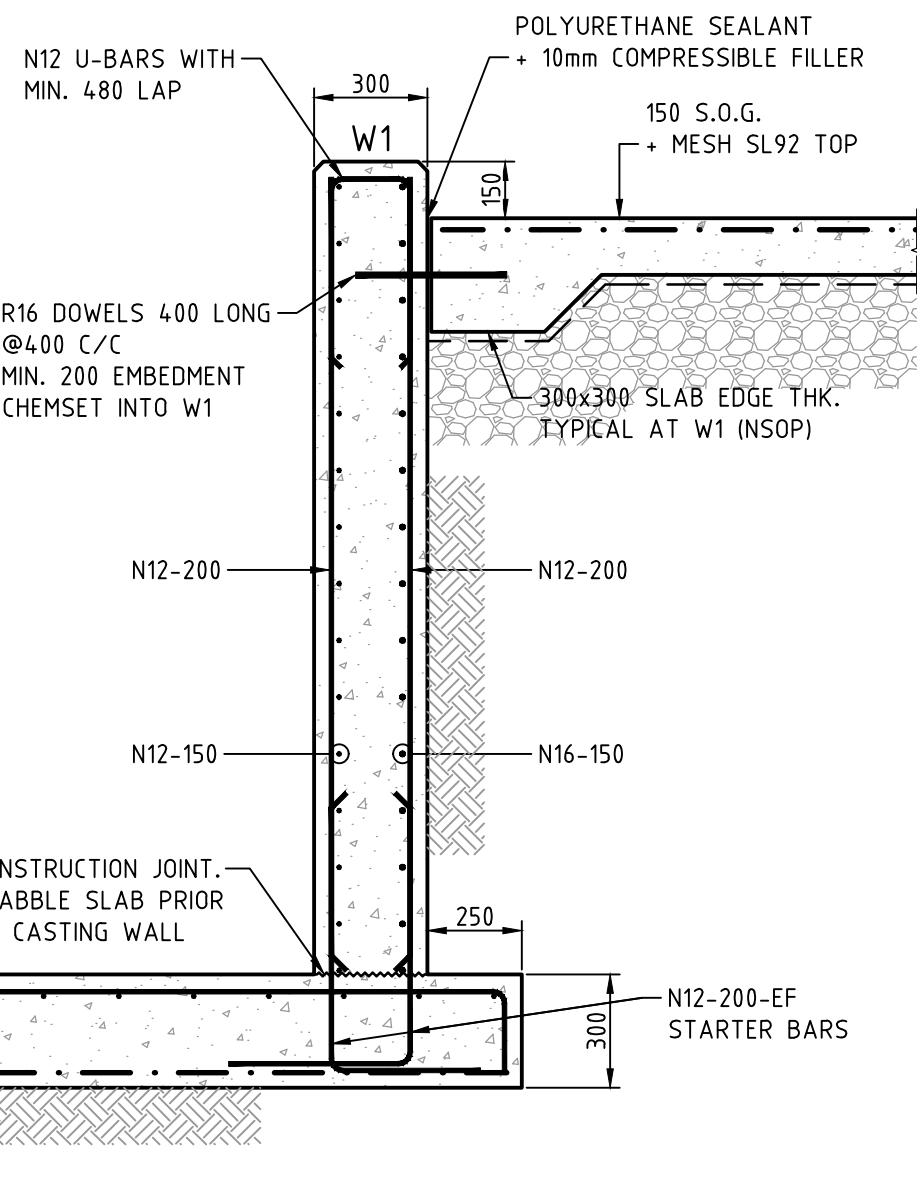


DETAIL 2
SCALE: 1:20
S-203

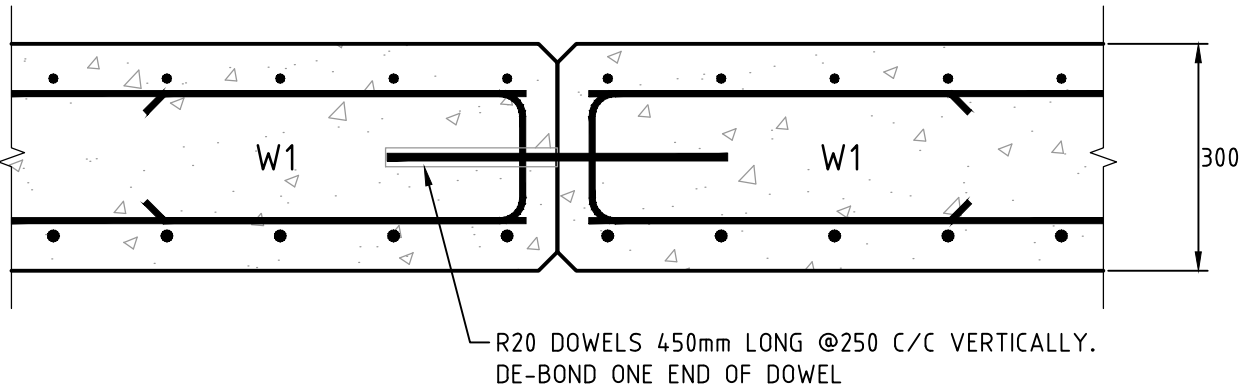
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MARK	SIZE
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W2	300d x 150 BUND WALL



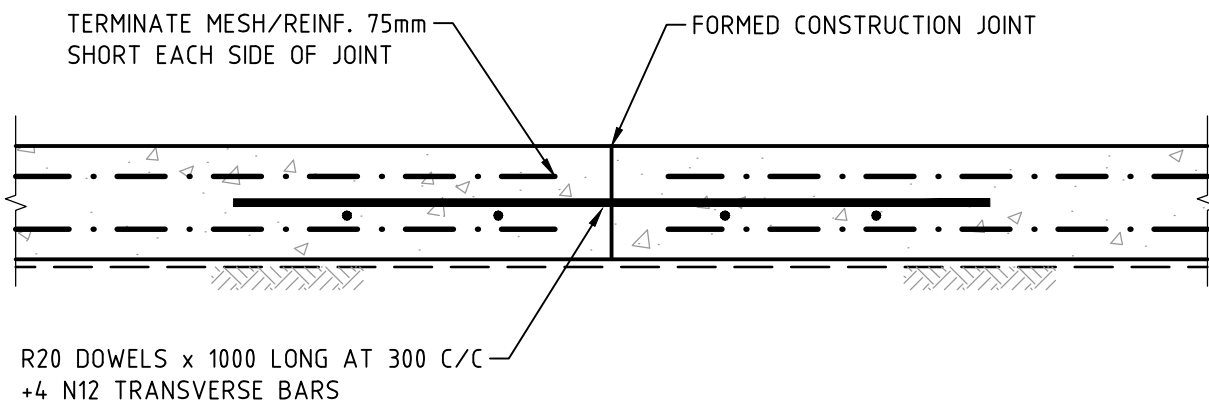
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S-202



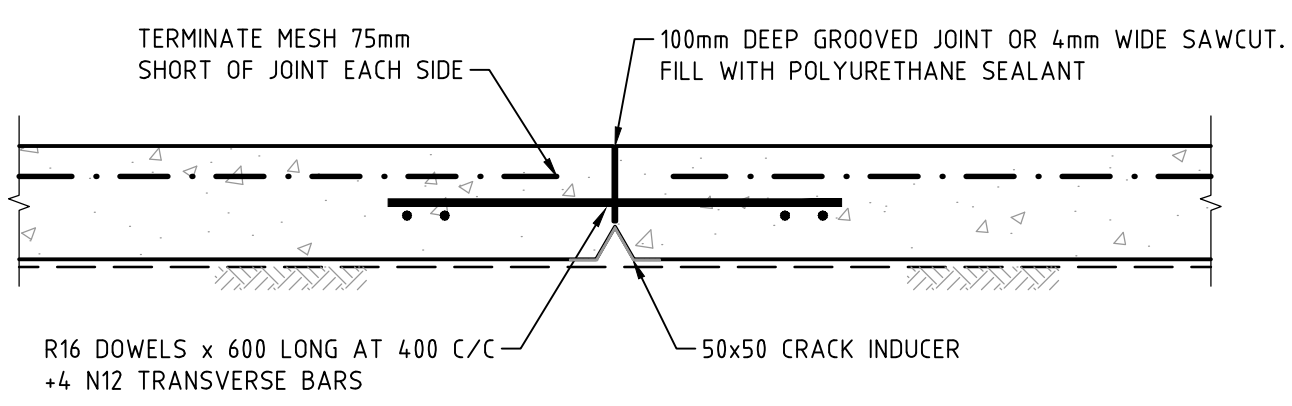
TYPICAL DETAIL FOR SCRAPE PROTECTOR PLATE
SCALE: 1:10



CJ - CONSTRUCTION JOINT (W1) PLAN
SCALE: 1:10

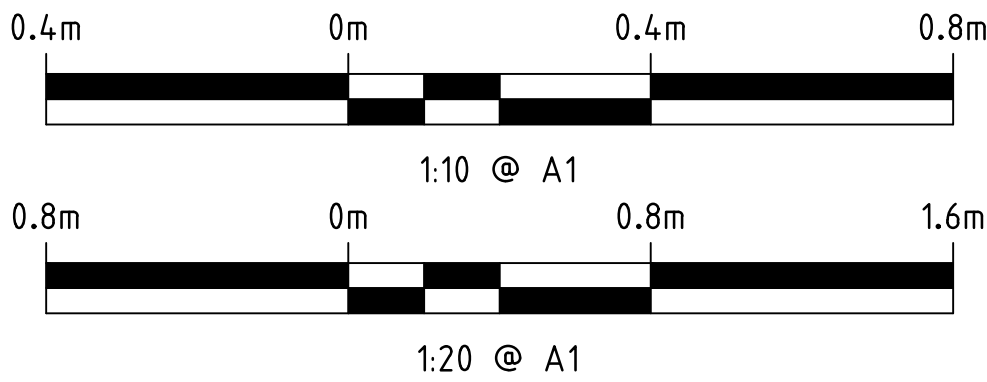


CJ - CONSTRUCTION JOINT (S.O.G.)
SCALE: 1:10



SJ - SHRINKAGE JOINT
SCALE: 1:10

TENDER ONLY



VERTICAL DATUM: AUSTRALIAN HEIGHT DATUM
HORIZONTAL DATUM: MGA 94 ZONE 50



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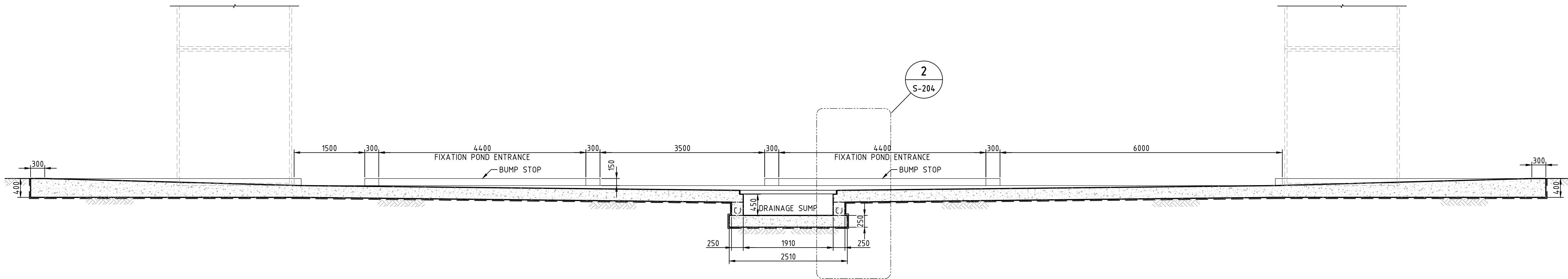
No.	Date	Amendment / Issue	App.
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A			
No.	Date	Amendment / Issue	App.

Project: ONSLOW PRWMP

Title: FIXATION PONDS
SECTIONS & DETAILS
SHEET 2

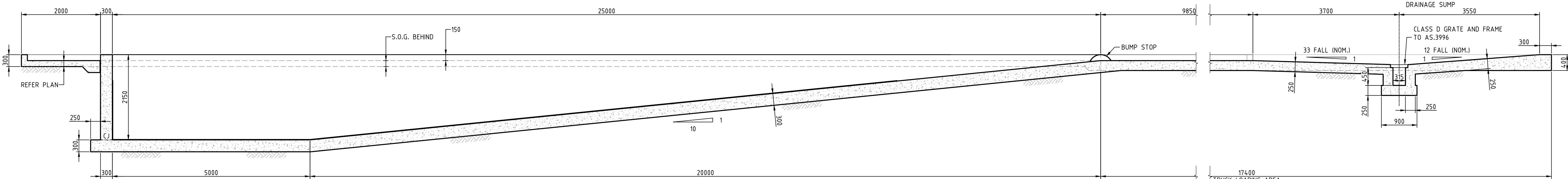
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Checked by:	SH	File No:	TW19016-S-204
Approved by:		Drg. No:	S-204
Scale:	As shown @ A1	Rev:	T
Date:	08.04.2019		

Printed by Armond Beiter on 06.06.2019 04:27 PM



SECTION B
SCALE: 1:50
S-201

FOR REINFORCING DETAILS REFER TO DRG. No. S-204



SECTION C
SCALE: 1:50
S-201

FOR REINFORCING DETAILS REFER TO DRG. No. S-204

TENDER ONLY



1:50 @ A1

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HORIZONTAL DATUM: MGA 94 ZONE 50



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A		SH			
No.	Date	Drawn	Amendment / Issue	App.	

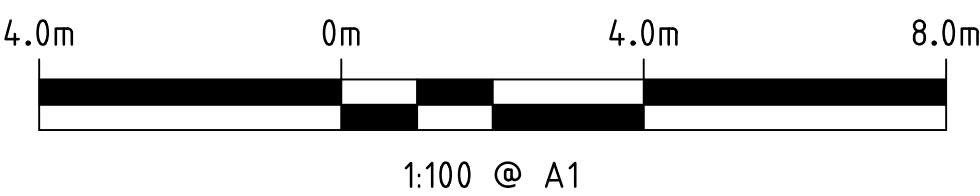
Project:


ONSLOW PRWMF

Title:

FIXATION PONDS
SECTIONS & DETAILS
SHEET 1

Drawn by:	SO'B	Job No:	TW19016
Checked by:	SH	File No:	TW19016-S-203
Approved by:		Drg. No:	S-203
Scale:	As shown @ A1	Rev:	T
Date:	08.04.2019		






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A		SOB SH			
No.	Date	REVISED (Circled)	Amendment / Issue	App.	

Project:

ONSLow PRWfMf

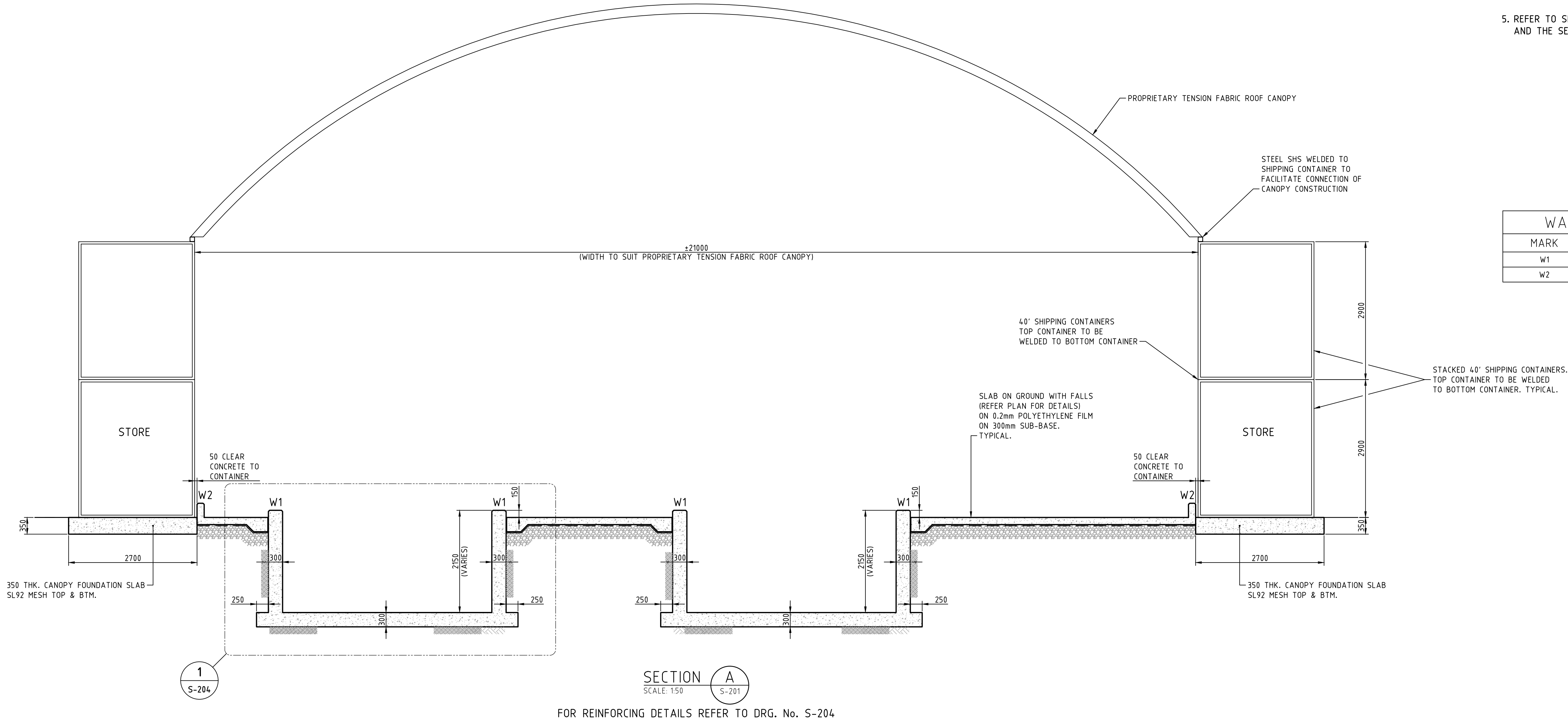
Title:

FIXATION PONDs
GENERAL ARRANGEMENT
PLAN

Drawn by:	SO'B	Job No:	TW19016
Checked by:	SH	File No:	TW19016-S-201
Approved by:		Drg. No:	S-201
Scale:	1:100 @ A1	Rev:	T
Date:	08.04.2019		

- NOTES:
1. THE CANOPY ROOF STRUCTURE SHALL BE A PROPRIETARY CONTAINER MOUNTED TENSION FABRIC COVERED DOME STRUCTURE DESIGNED, INSTALLED AND CERTIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE SHOP DRAWING FOR APPROVAL PRIOR TO FABRICATION.
 2. THE SEA CONTAINERS WHICH SUPPORTS THE CANOPY SHALL BE PROVIDED BY THE CONTRACTOR. TO PROVIDE THE REQUIRED HEIGHT AND LENGTH THEY SHALL BE WELDED TOGETHER TO PREVENT SEPARATION DURING USE.
 3. THE SEA CONTAINERS MAY BE NEW OR USED BUT PAINTED TO REFLECT THE COLOUR OF THE CANOPY.
 4. THE SEA CONTAINERS SHALL BE SET AT AN ANGLE OF 1 DEGREE AWAY FROM THE CANOPY TO DRAIN THE RUNOFF AWAY FROM THE CANOPY AND OFF THE ROOF. THE SEA CONTAINERS ARE SET BACK FROM THE EDGE OF THE RC SLAB BY 50mm TO ALLOW ANY SEEPAGE TO DRAIN INTO THE UNDERLYING SOILS.
 5. REFER TO SPECIFICATION RELATING TO THE ROOF CANOPY AND THE SEA CONTAINERS.

WALL SCHEDULE	
MARK	SIZE
W1	300 THK. POND WALL
W2	300d x 150 BUND WALL



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T	06.06.2019	01/9	SH	TENDER			
A		02/9	SH				
No.	Date	Drawn	Checked	Amendment / Issue	App.		

Project:	
ONSLOW PRWMP	

Title:	
FIXATION PONDS TYPICAL BUILDING SECTION	

Drawn by:	SQ'B	Job No:	TW19016
Checked by:	SH	File No:	TW19016-S-202
Approved by:		Drg. No:	S-202
Scale: 1:50	@ A1	Rev:	T
Date:	08.04.2019		

Appendix 9 – PRWMF Operational and Environmental Management Plan

PROVIDED AS ATTACHMENT C OF THE RFT. WILL BE INCLUDED WITHIN FINALISE TECHNICAL SPECIFICATION PRIOR TO EXECUTION.

Appendix 10 – Tom Price Landfill Site Layout

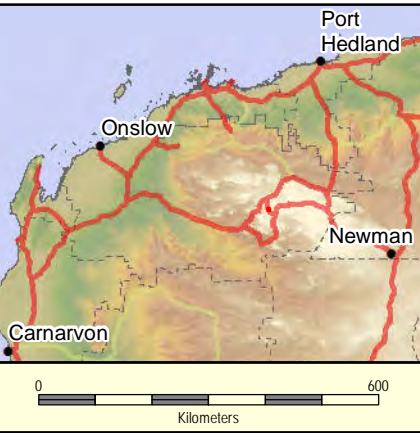


LEGEND

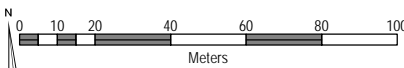
- Site Boundary
- Former Landfilling Area

Site Layout

- Gate House
- Dongar
- Storage Shed
- Former Recycling/Baling Shed
- Former Recycled Bale Storage Area
- Temporary Battery Storage
- Gas Bottles
- Waste Oil and Paint
- E-Waste
- Intermediate Bulk Containers (IBC's)
- Scrap Metal
- Tyres
- Mulch
- Concrete Waste
- Excavated Spoil
- Household Waste Cell
- Former Commercial Waste Cell
- Asbestos Waste Cell
- Current Commercial Waste Cell
- First Food Waste Cell
- Food Waste
- Plastic Pipes
- Green Waste
- Animal Waste and Carcass Pit
- First Commercial Cell
- Former Landfilling Area
- Clean Fill



**TOM PRICE WASTE
DISPOSAL SITE LAYOUT**
Ashburton Waste Strategy



Coordinate System: GDA 1994 MGA Zone 50
Projection: Transverse Mercator, Datum: GDA 1994, Units: Meter

Scale @ A3:	1:2,000	Prepared:	R Cullen
Date:	07/04/2015	Checked:	A Uptis
Revision:	Rev A	Reviewed:	N King
Project No:	TW15006		

Figure 05

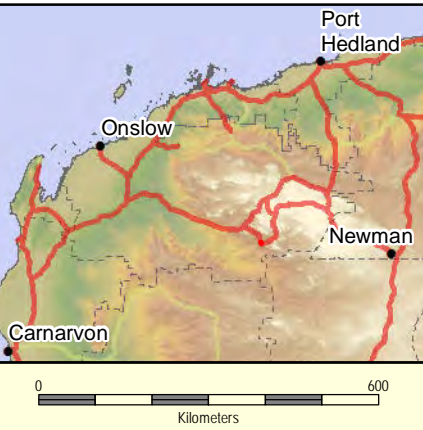


Appendix 11 – Paraburdoo Landfill Site Layout

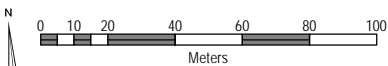


LEGEND

- Site Boundary
- General Waste Approximate Boundary
- Site Layout**
- 1. Shed
- 2. Site Office
- 3. Generator
- 4. Oil Disposal
- 5. Concrete
- 6. Tyres
- 7. White Goods
- 8. Mulch
- 9. Green Waste
- 10. Scrap Metal
- 11. General Waste Approximate Boundary



PARABURDOO WASTE DISPOSAL SITE LAYOUT
Ashburton Waste Strategy



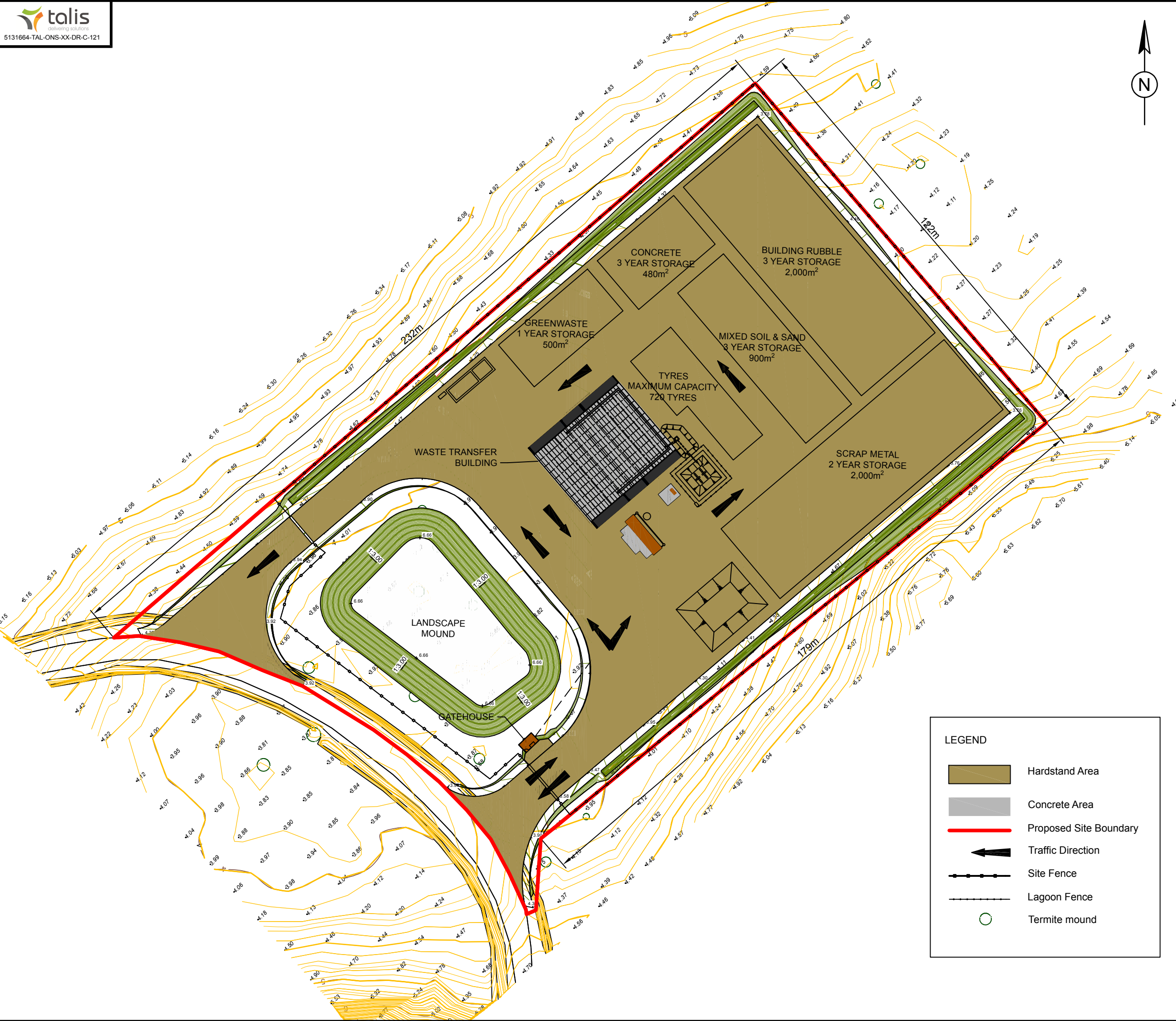
Coordinate System: GDA 1994 MGA Zone 50
Projection: Transverse Mercator, Datum: GDA 1994, Units: Meter

Scale @ A3:	1:2,250	Prepared:	R Cullen
Date:	07/04/2015	Checked:	A Uptis
Revision:	Rev A	Reviewed:	N King
Project No:	TW15006		

Figure 07



Appendix 12 – Onslow WTS Site Layout



LEGEND

- Hardstand Area
- Concrete Area
- Proposed Site Boundary
- Traffic Direction
- Site Fence
- Lagoon Fence
- Termite mound

REVISIONS	Drawn By	Checked By	Date
-----------	----------	------------	------

PURPOSE OF ISSUE	Rev.	Authorised for issue	Date
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SHIRE OF ASHBURTON

PROJECT
CONSTRUCTION OF THE ONSLOW
WASTE TRANSFER STATION

DRAWING TITLE
GENERAL ARRANGEMENT - OPERATIONS

Scale	DRAWN	CHECKED	CO-ORD CHECK
1 : 500	JH	KR	
DATE	DATE	DATE	PLOT DATE
21/10/14	21/10/14	21/10/14	21/01/15
DRAWING NO	SHEET	REV	
5131664-TAL-ONS-XX-DR-C-121	A1		C02

Annexure A – Agreement Particulars

PRWMF Specifics

Item No	Agreement Specific	Description
1.	Term	Means the Term as specified within the Waste Services Agreement
2.	Commencement Date	Means the date specified as such in Schedule 1 of the Waste Services Agreement
3.	Waste Management Infrastructure Plan	<p>The Waste Management Infrastructure Plan document includes the:</p> <ul style="list-style-type: none">• Marketing Plan;• Occupational Health and Safety Plan;• Implementation Plan;• Transition Plan; and• Maintenance Plan

Kerbside Collection Services Specifics

Item No	Contract Specific	Description
1.	Kerbside Collection Services	As described in the Section 8.1.
2.	Commencement Date	The Kerbside Collections Service Commencement Date is at the discretion of the Shire.
3.	Kerbside Collection Services Plan	<p>The Kerbside Collection Services Plan documentation includes the:</p> <ul style="list-style-type: none"> • Collection Methodology; • Mobile Garbage Bin Management; • Customer Service; • Community Waste Education; • Quality Management; • Environmental Management; • OHS.
4.	Time for collection of Missed Bin	<p>If advice of a missed Bin is received,</p> <ul style="list-style-type: none"> • prior to 11am, then the missed collection must be completed on the same Collection Day; • after 11am, then the missed collection must be conducted on the next Collection Day.
5.	Collection Area	As set out in Appendix 2 – Collection Area .
6.	Prohibited Time for Waste collection.	<p>Kerbside Refuse Bins are not to be collected;</p> <ul style="list-style-type: none"> • before the Start Time, being 6am, or • after the Finish Time, being 5pm <p>Collection Services that fall on Public Holidays are currently collected on the regularly scheduled Collection Day within the existing Collection Schedule.</p> <p>Main roads, school zones and bus routes are serviced outside of peak traffic times.</p> <p>Collection Times or Collection Days are not to be changed without first having obtained the written consent of the Shire.</p> <p>Collections before 7am will be subject to submission of a Noise Management Plan under regulation 14 of The Environmental Protection (Noise) Regulations 1997.</p>

7.	Frequency of Waste collection	<p>Refuse Waste must be collected weekly;</p> <p>OR</p> <p>As otherwise detailed in the Collection Schedule approved by the Shire.</p>
8.	Circumstances when MGB may not be collected	<p>Refuse need not be collected where:</p> <ul style="list-style-type: none"> • The Bin is deemed to be unserviceable; • The Bin is overflowing; • The weight of the bin exceeds 70 kilograms; • The Bin is not placed out before {}am on the Collection Day; • The Bin is blocked by an obstruction preventing emptying; and • The Bin is grossly contaminated.
9.	Prohibited Material	<p>The Operator is not required to collect any MGBs containing:</p> <ul style="list-style-type: none"> • hazardous, dangerous, toxic, illegal or other wastes that do not comply with the waste types permitted for disposal at a Class II putrescible landfill in accordance with the Landfill Waste Classification and Waste Definitions (1996); and • any liquid waste or hot ashes; and
10.	Cleaning of Collection Vehicles	<p>The Collection Vehicles must be cleaned no less than once per week to ensure a presentable appearance, or as directed from time to time by the Shire.</p>
11.	Collection Vehicles Signage	<p>Collection vehicle signage will be as directed by the Shire in writing. Any change in the appearance on the Operator's Collection Vehicles is subject to the approval of the Shire.</p>
12.	Advertisement of Service	<p>The Shire will, at its own expense, advertise any change of Kerbside Collection Service once the change and advertising details are approved by the Shire.</p>
13.	Bin ownership	<p>Existing MGBs attributed to all Property Types and Public Place Bins within the Shire's Collection Area are owned by the Shire.</p> <p>All MGBs utilised as part of the Contract are the property of the Shire upon delivery to the Collection Point</p>
14.	Customer Service Reporting	<p>Monthly reporting to meet Section 8.1.29.4, at a minimum.</p>

15.	Customer Service Centre opening hours (Western standard time)	Monday – Friday, Xam to Xpm TO BE SPECIFIED AT A LATER STAGE
-----	--	---

Tom Price Landfill Management Services Specifics

Item No	Agreement Specific	Description
1.	Commencement Date	TO BE SPECIFIED AT A LATER STAGE IF REQUIRED.
2.	Waste Management Infrastructure Plan	<p>The Waste Management Infrastructure Plan document includes the:</p> <ul style="list-style-type: none"> • Occupational Health and Safety Plan; • Implementation/Transition Plan; and • Maintenance Plan

Paraburdoo Landfill Management Specifics

Item No	Agreement Specific	Description
1.	Commencement Date	TO BE SPECIFIED AT A LATER STAGE IF REQUIRED.
2.	Waste Management Infrastructure Plan	<p>The Waste Management Infrastructure Plan document includes the:</p> <ul style="list-style-type: none"> • Occupational Health and Safety Plan; • Implementation/Transition Plan; and • Maintenance Plan

Onslow WTS Management Specifics

<u>Item No</u>	<u>Agreement Specific</u>	<u>Description</u>
1.	<u>Commencement Date</u>	TO BE SPECIFIED AT A LATER STAGE IF REQUIRED.
2.	<u>Waste Management Infrastructure Plan</u>	<p>The <u>Waste Management Infrastructure Plan</u> document includes the:</p> <ul style="list-style-type: none"> • <u>Occupational Health and Safety Plan;</u> • <u>Implementation/Transition Plan; and</u> • <u>Maintenance Plan</u>

Nominated Facility Specifics

Item No	Contract Specific	Description
1.	Nominated Disposal Facility	Being the locations specified by the Shire for the disposal of Refuse. All material within the Refuse MGBs collected from within the Collection Area as part of the Contract is to be deposited at the Nominated Disposal Facility
2.	Nominated Residuals Disposal Facility	The Facility for the disposal of Residual Material. Nominated by the Shire.

INSTRUCTIONS FOR TEMPLATE USE	
Overview and Structure of Pricing Schedule	
	This Pricing Schedule Excel File has been split into a variety of works sheets for the various types of service (Mandatory and Discretionary) as well as the service categories (Infrastructure Management and Collection Services). The following is an overview of the structure of the Pricing Schedule:
	1. Instructions (this sheet)
	2. PRWMF Plant (Mandatory Service)
	3. PRWMF Resources (Mandatory Service)
	4. PRWMF OPEX (Mandatory Service) (Please note that the cost for the haulage of waste from the Onslow Waste Transfer Station to PRWMF is listed within this Worksheet.)
	5. Discretionary Plant (Discretionary Service) costings for plant to operate the Onslow, Tom Price and Paraburdoo Waste Management Facilities
	6. Discretionary Resources (Discretionary Service) costings for resources to operate the Onslow, Tom Price and Paraburdoo Waste Management Facilities
	7. Tom Price OPEX (Discretionary Service)
	8. Paraburdoo OPEX (Discretionary Service)
	9. Onslow WTS OPEX (Discretionary Service)
	10. Kerbside Collections - Onslow (Discretionary Service)
	11. Kerbside Collections - Tom Price (Discretionary Service)
	12. Kerbside Collections - Paraburdoo (Discretionary Service)
	13. Assumptions
Instructions on how to complete the Infrastructure Management Price Schedules. (Worksheets 2, 3, 4, 5, 6, 7, 8 & 9 highlighted in Yellow)	
In order to complete this template in a satisfactory manner the following should be undertaken by the Proponent:	
	Please input/select values in the coloured cells only.
	Completing the Plant and Resources Tabs:
	Please itemise and detail each Plant item required to undertake the various Infrastructure Management Services under the Contract by completing the various 'Plant' worksheets.
	Please itemise and detail each Resource required to undertake the various Infrastructure Management Services under the Contract by completing the various 'Resources' worksheets.
	Examples have been provided to demonstrate what is expected for each item proposed in your Tender. Do not use the formulas in any of the examples as the basis for your calculations.
	Please include any of your own formulas generated for the purpose of completing this template within the relevant cell(s).
	Criteria that is not applicable should be left blank.
	Leasing of vehicles and plant can be proposed. Please include in your Tender justification for leasing and how leasing will be undertaken.
	Completing the OPEX Tabs: (Worksheets 4, 7, 8 & 9 in Yellow)
	In each OPEX tab, There are 3 sections: 1. Plant; 2. Resources; and 3. Additional Cost. Within thePlant Items section please select the corresponding item number to select the relevant Plant Item. Within the Resources section please select the corresponding item number to select the relevant Resource.
	Following selection of the item number in both the Plant and Resources sections, ensure the cells automatically populate and shows the total cost. If the allocation does not appear please check that the item number and allocation where correctly inserted into the Plant or Resources tabs.
	In the Additional Cost section item names have been included to provide a consistent schedule between all Tenders. Proponents are required to provide a description, cost rate, unit and quantity of each item within the Cost Schedule. This provides the basis for the cost of each item specific to the OPEX.
	The Project Overheads items in the Additional Costs Schedule section of OPEX worksheet should be completed manually.
	Proponents must input a Net Profit for the OPEX worksheet.
	Proponents should also include additional items at the end of the Additional Costs Schedule section if required to undertake the various services. If additional items are included, please apply formulas and formatting from previous cells by dragging the AutoFill handle to the new cells.
Instructions on how to complete the Kerbside Collection Price Schedule Template (Refers to Worksheets highlighted Blue)	
In order to complete this template in a satisfactory manner the following should be undertaken by the Proponent:	
	Please input/select values in the coloured cells only.
	Kerbside Collection Price Schedules are to be completed manually.
Disclaimer	
It is all tenderers responsibility to ensure that all the relevant formulas, calculations, values, figures, costs, etc entered and submitted as part of this Pricing Schedule are correct and accruate.	

Please itemise and detail each Plant required to undertake management of the PRWMF under the Contract.
Criteria that is Not applicable for a plant item should be left blank.

Please input values into the coloured cells.

Item Number	Plant	Description	Wet Hire Rates			Annualised Operational Cost
			Hourly Rate	Weekly Rate	Monthly Rate	
Example	Front End Loader 1	CAT 966 GC Wheel Loader with Cat Performance Series Bucket (2017)	\$ 50.00	\$ 250.00	\$ 900.00	\$ 150,000.00
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
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[illegible]

Please itemise and detail each Resource required to undertake management of the PRWMF under the Contract.
Criteria that is Not Applicable for a resource should be left blank.
Please input values into the coloured cells.

Resource Number	Resource	Description	Base Salary / Wage	Superannuation	Workers Comp.	Payroll Tax	Annualised Cost
Example	Driver (Front End Loader) 1	Full time Front End Loader driver for Landfill Operations, Existing employee, 5 yrs experience	\$ 80,000.00	\$ 7,600.00	\$ 4,000.00	\$ 4,400.00	\$ 96,000.00
1							\$ -
2							\$ -
3							\$ -
4							\$ -
5							\$ -
6							\$ -
7							\$ -
8							\$ -
9							\$ -
10							\$ -
11							\$ -
12							\$ -
13							\$ -
14							\$ -
15							\$ -
16							\$ -
17							\$ -
18							\$ -
19							\$ -
20							\$ -
21							\$ -
22							\$ -
23							\$ -
24							\$ -
25							\$ -
26							\$ -
27							\$ -
28							\$ -
29							\$ -
30							\$ -
31							\$ -
32							\$ -
33							\$ -
34							\$ -
35							\$ -
36							\$ -
37							\$ -
38							\$ -
39							\$ -
40							\$ -

PRWMF OPEX

Type of Service: Mandatory Service

Please select the Plant Item(s) number from column A to allocate the relevant Plant Item.

Please select the Resource(s) number from column A to allocate the relevant Resource.

If the allocation does not appear please check that the item number and allocation where correctly inserted into the Plant or Resources tabs.

Please provide a description and the basis for the cost of each item in each of the Plant Items, Resources and Additional Cost Schedule sections.

If additional rows are required please insert in the "Other/Additional" section in the Additional Cost Schedule and drag cells down to update formulas in inserted rows.

Please input values into the coloured cells.

PLANT ITEMS						
PLANT ITEM No.	NAME	DESCRIPTION	ANNUAL COST			
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
RESOURCES						
RESOURCE No.	NAME	DESCRIPTION	ANNUAL COST			
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
			\$			-
ADDITIONAL COST SCHEDULE						
Item No.	Name	Description	Rate (\$)	Cost Unit	Quantity	Cost (\$)
HAULAGE OF WASTE FROM ONSLOW WTS TO PRWMF						
1.01	Supply, Collection, Haulage of 30m3 Hook Lift Bin to PRWMF					\$ -
REPAIRS & MAINTENANCE						
1.02	Site Maintenance					\$ -
1.03	Site Litter Removal					\$ -
1.04	Other:					\$ -
1.05	Other:					\$ -
OTHER DIRECT COSTS						
1.06	Materials and Hire Costs					\$ -
1.07	Stationary					\$ -
1.08	Uniforms					\$ -
1.09	Other:					\$ -
1.10	Other:					\$ -
OVERHEADS						
	PROJECT OVERHEADS					
1.11	Administration Allocation					
1.12	Workshop Allocation					
	CORPORATE OVERHEADS					
1.13	Insurances					\$ -
1.14	Marketing					\$ -
1.15	Administrative					\$ -
1.16	Program Management					\$ -
1.17	Registrations					\$ -
1.18	Other:					\$ -
1.19	Other:					\$ -
PROFIT MARGIN / RETURN ON INVESTMENT						
1.20	Net Profit			\$/annum	\$ -	\$ -
TOTAL ANNUAL COST						\$ -

Please itemise and detail each Plant required to undertake the Discretionary Services - Management of Onslow, Tom Price and Paraburdoo Waste Facilities under the Contract.
Criteria that is Not applicable for a plant item should be left blank.

Please input values into the coloured cells.

Item Number	Plant	Description	Wet Hire Rates			Annualised Operational Cost
			Hourly Rate	Weekly Rate	Monthly Rate	
Example	Front End Loader 1	CAT 966 GC Wheel Loader with Cat Performance Series Bucket (2017)	\$ 50.00	\$ 250.00	\$ 900.00	\$ 150,000.00
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
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40						

[illegible]

Please itemise and detail each Resource Item required to undertake the Discretionary Services - Management of Onslow, Tom Price and Paraburdoo Waste Facilities under the Contract.

Criteria that is Not Applicable for a resource should be left blank.

Please input values into the coloured cells.

Resource Number	Resource	Description	Base Salary / Wage	Superannuation	Workers Comp.	Payroll Tax	Annualised Cost
Example	Driver (Front End Loader) 1	Full time Front End Loader driver for Landfill Operations, Existing employee, 5 yrs experience	\$ 80,000.00	\$ 7,600.00	\$ 4,000.00	\$ 4,400.00	\$ 96,000.00
1							\$ -
2							\$ -
3							\$ -
4							\$ -
5							\$ -
6							\$ -
7							\$ -
8							\$ -
9							\$ -
10							\$ -
11							\$ -
12							\$ -
13							\$ -
14							\$ -
15							\$ -
16							\$ -
17							\$ -
18							\$ -
19							\$ -
20							\$ -
21							\$ -
22							\$ -
23							\$ -
24							\$ -
25							\$ -
26							\$ -
27							\$ -
28							\$ -
29							\$ -
30							\$ -
31							\$ -
32							\$ -
33							\$ -
34							\$ -
35							\$ -
36							\$ -
37							\$ -
38							\$ -
39							\$ -
40							\$ -

Please select the Plant Item(s) number from column A to allocate the relevant Plant Item.

Please select the Resource(s) number from column A to allocate the relevant Resource.

If the allocation does not appear please check that the item number and allocation where correctly inserted into the Plant or Resources tabs.

Please provide a description and the basis for the cost of each item in each of the Plant Items, Resources and Additional Cost Schedule sections.

If additional rows are required please insert in the "Other/Additional" section in the Additional Cost Schedule and drag cells down to update formulas in inserted rows.

Please input values into the coloured cells.

PLANT ITEMS						
PLANT ITEM No.	NAME	DESCRIPTION	ANNUAL COST			
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
RESOURCES						
RESOURCE No.	NAME	DESCRIPTION	ANNUAL COST			
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
ADDITIONAL COST SCHEDULE						
Item No.	Name	Description	Rate (\$)	Cost Unit	Quantity	Cost (\$)
REPAIRS & MAINTENANCE						
2.01	Accident Damage					\$ -
2.02	Site Maintenance					\$ -
2.03	Site Litter Removal					\$ -
2.04	Gatehouse Software (Mandalay) upkeep					\$ -
2.05	Other:					\$ -
2.06	Other:					\$ -
OTHER DIRECT COSTS						
2.07	Materials and Hire Costs					\$ -
2.08	Stationary					\$ -
2.09	Uniforms					\$ -
2.1	Other:					\$ -
2.11	Other:					\$ -
OVERHEADS						
	PROJECT OVERHEADS					
2.12	Administration Allocation					
2.13	Workshop Allocation					
	CORPORATE OVERHEADS					
2.14	Insurances					\$ -
2.15	Marketing					\$ -
2.16	Administrative					\$ -
2.17	Program Management					\$ -
2.18	Registrations					\$ -
2.19	Other:					\$ -
2.20	Other:					\$ -
TOTAL ANNUAL COST						\$ -

Please select the Plant Item(s) number from column A to allocate the relevant Plant Item.

Please select the Resource(s) number from column A to allocate the relevant Resource.

If the allocation does not appear please check that the item number and allocation where correctly inserted into the Plant or Resources tabs.

Please provide a description and the basis for the cost of each item in each of the Plant Items, Resources and Additional Cost Schedule sections.

If additional rows are required please insert in the "Other/Additional" section in the Additional Cost Schedule and drag cells down to update formulas in inserted rows.

Please input values into the coloured cells.

PLANT ITEMS						
PLANT ITEM No.	NAME	DESCRIPTION	ANNUAL COST			
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
RESOURCES						
RESOURCE No.	NAME	DESCRIPTION	ANNUAL COST			
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
ADDITIONAL COST SCHEDULE						
Item No.	Name	Description	Rate (\$)	Cost Unit	Quantity	Cost (\$)
REPAIRS & MAINTENANCE						
3.01	Accident Damage					\$ -
3.02	Site Maintenance					\$ -
3.03	Site Litter Removal					\$ -
3.04	Other:					\$ -
3.05	Other:					\$ -
OTHER DIRECT COSTS						
3.06	Materials and Hire Costs					\$ -
3.07	Stationary					\$ -
3.08	Uniforms					\$ -
3.09	Other:					\$ -
3.1	Other:					\$ -
OVERHEADS						
	PROJECT OVERHEADS					
3.11	Administration Allocation					
3.12	Workshop Allocation					
	CORPORATE OVERHEADS					
3.13	Insurances					\$ -
3.14	Marketing					\$ -
3.15	Administrative					\$ -
3.16	Program Management					\$ -
3.17	Registrations					\$ -
3.18	Other:					\$ -
3.19	Other:					\$ -
TOTAL ANNUAL COST						\$ -

Please select the Plant Item(s) number from column A to allocate the relevant Plant Item.

Please select the Resource(s) number from column A to allocate the relevant Resource.

If the allocation does not appear please check that the item number and allocation where correctly inserted into the Plant or Resources tabs.

Please provide a description and the basis for the cost of each item in each of the Plant Items, Resources and Additional Cost Schedule sections.

If additional rows are required please insert in the "Other/Additional" section in the Additional Cost Schedule and drag cells down to update formulas in inserted rows.

Please input values into the coloured cells.

PLANT ITEMS						
PLANT ITEM No.	NAME	DESCRIPTION	ANNUAL COST			
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
RESOURCES						
RESOURCE No.	NAME	DESCRIPTION	ANNUAL COST			
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
ADDITIONAL COST SCHEDULE						
Item No.	Name	Description	Rate (\$)	Cost Unit	Quantity	Cost (\$)
REPAIRS & MAINTENANCE						
3.01	Accident Damage					\$ -
3.02	Site Maintenance					\$ -
3.03	Site Litter Removal					\$ -
3.04	Other:					\$ -
3.05	Other:					\$ -
OTHER DIRECT COSTS						
3.06	Materials and Hire Costs					\$ -
3.07	Stationary					\$ -
3.08	Uniforms					\$ -
3.09	Other:					\$ -
3.1	Other:					\$ -
OVERHEADS						
	PROJECT OVERHEADS					
3.11	Administration Allocation					
3.12	Workshop Allocation					
	CORPORATE OVERHEADS					
3.13	Insurances					\$ -
3.14	Marketing					\$ -
3.15	Administrative					\$ -
3.16	Program Management					\$ -
3.17	Registrations					\$ -
3.18	Other:					\$ -
3.19	Other:					\$ -
TOTAL ANNUAL COST						\$ -

DISCRETIONARY SERVICE – ONSLOW KERBSIDE		
STANDARD SERVICE LEVEL.		
	TYPE OF SERVICE	
ITEM	DESCRIPTION	UNIT
		(PER DRIVE-BY UNLESS OTHERWISE STATED)
WASTE DISPOSAL & PROCESSING		
1	Recyclables Transfer to Nominated Processing Facility	\$/tonne
2	Recyclables Processing Rate	\$/tonne
3	Over Compaction Charge	\$/tonne
4	Alternative Disposal Facility Transfer rate – MGB Collection Vehicle	\$/Km
5	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km
6	Alternative Disposal Facility Transfer rate – Bulk Bin Collection Vehicle	\$/Km
7	Alternative Recyclables Processing Facility Transfer rate – Recyclables Transfer Vehicle	\$/Km
KERBSIDE COLLECTION SERVICES		
RESIDENTIAL		
8	Refuse MGB – Collection	\$/240L
9	Refuse MGB – Collection	\$/240L
10	Recyclables MGB – Collection + Transfer	\$/240L
11	Recyclables MGB – Collection + Transfer	\$/240L
12	Recyclables MGB – Collection + Transfer	\$/360L
13	Recyclables MGB – Collection + Transfer	\$/360L
COMMERCIAL		
14	Refuse MGB – Collection	\$/240L
15	Refuse MGB – Collection	\$/240L
16	Refuse MGB – Collection	\$/1100L
17	Refuse MGB – Collection	\$/1100L
18	Recyclables MGB – Collection + Transfer	\$/240L
19	Recyclables MGB – Collection + Transfer	\$/240L
20	Recyclables MGB – Collection + Transfer	\$/1100L
21	Recyclables MGB – Collection + Transfer	\$/1100L
PUBLIC PLACE BINS		
22	Refuse MGB – Collection	\$/240L
23	Refuse MGB – Collection	\$/240L
24	Refuse MGB – Collection	\$/1100L
25	Refuse MGB – Collection	\$/1100L

26	Recyclables MGB – Collection + Transfer	\$/240L
27	Recyclables MGB – Collection + Transfer	\$/240L
28	Recyclables MGB – Collection + Transfer	\$/1100L
29	Recyclables MGB – Collection + Transfer	\$/1100L
SPECIAL EVENTS		
30	Refuse MGB delivery and removal from event	\$/240L
31	Refuse MGB emptying	\$/240L
32	Refuse MGB delivery and removal from event	\$/1100L
33	Refuse MGB emptying	\$/1100L
34	Recyclables MGB delivery and removal from event	\$/240L
35	Recyclables MGB emptying + Transfer	\$/240L
36	Recyclables MGB delivery and removal from event	\$/1100L
37	Recyclables MGB emptying + Transfer	\$/1100L
MOBILE GARBAGE BIN MANAGEMENT SERVICES		
MOBILE GARBAGE BIN SUPPLY TO CONTRACTOR DEPOT		
38	240L MGB complete	\$/unit
39	360L MGB complete	\$/unit
40	1100L MGB complete	\$/unit
41	240L MGB body	\$/unit
42	360L MGB body	\$/unit
43	1100L MGB body	\$/unit
44	240L MGB lid	\$/unit
45	360L MGB lid	\$/unit
46	1100L MGB lid	\$/unit
47	240L MGB hinge	\$/unit
48	360L MGB hinge	\$/unit
49	1100L MGB hinge	\$/unit
50	240L MGB wheel	\$/unit
51	360L MGB wheel	\$/unit
52	1100L MGB wheel	\$/unit
MOBILE GARBAGE BIN MAINTENANCE SERVICES AT COLLECTION POINT		
53	240L MGB complete - delivery to Collection Point	\$/unit
54	360L MGB complete - delivery to Collection Point	\$/unit
55	240L MGB body - replacement at Collection Point	\$/unit
56	360L MGB body - replacement at Collection Point	\$/unit
57	240L MGB lid - replacement at Collection Point	\$/unit
58	360L MGB lid - replacement at Collection Point	\$/unit
58	240L MGB hinge - replacement at Collection Point	\$/unit
59	360L MGB hinge - replacement at Collection Point	\$/unit
60	240L MGB wheel - replacement at Collection Point	\$/unit
61	360L MGB wheel - replacement at Collection Point	\$/unit
RECYCLING BIN ROLL OUT		
62	Refuse Bin Lid Replacement with Red Lid	\$/unit

63	240L Recycling MGB complete	\$/unit
64	360L Recycling MGB complete	\$/unit
65	1100L Recycling MGB complete	\$/unit
DISASTER WASTE COLLECTION SERVICE		
COLLECTION AND TRANSPORT TO THE PRWMF		
66	Verge Waste Collection and Transport	\$/unit
67	Refuse MGB – Collection	\$/240L
68	Recyclables MGB – Collection + Transfer	\$/240L
69	Recyclables MGB – Collection + Transfer	\$/360L
BULK BIN COMMERCIAL COLLECTION SERVICE		
BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT DISPOSAL FACILITY.		
70	Supply, Collection and Emptying of 3m ³ Front Lift Bin	\$/3M ³
71	Supply, Collection and Emptying of 3m ³ Front Lift Bin	\$/3M ³
72	Supply, Collection and Emptying of 3m ³ Front Lift Bin	\$/3M ³
73	Supply, Collection and Emptying of 4.5m ³ Front Lift Bin	\$/4.5M ³
74	Supply, Collection and Emptying of 4.5m ³ Front Lift Bin	\$/4.5M ³
75	Supply, Collection and Emptying of 4.5m ³ Front Lift Bin	\$/4.5M ³
74	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km

MGB COLLECTION			
ESTIMATED NUMBER OF SERVICES	FREQUENCY	PRICE (\$) / unit	PRICE (\$) / unit
		Ex GST	Inc GST
	As required	Included in MGB Collection Fee's	
	As required		
NA	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
363	Weekly		
As required	On Demand		
363	Fortnightly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
45	Weekly		
As required	On Demand		
28	Weekly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
30	Fortnightly		
As required	On Demand		
3	Fortnightly		
As required	On Demand		

TBD	Fortnightly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
RVICES.			
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
363	As required		

363	As required		
TBD	As required		
TBD	As required		
CES			
TBD	On Demand		
TBD	On Demand		
TBD	On Demand		
TBD	On Demand		
RVICES			
NO MINIMUM / annum	As required		
Minimum 50 / annum	As required		
Minimum 100 / annum	As required		
NO MINIMUM / annum	As required		
Minimum 50 / annum	As required		
Minimum 100 / annum	As required		
As required	As required		

DISCRETIONARY SERVICE – TOM PRICE KERBSIDE		
STANDARD SERVICE LEVEL.		
	TYPE OF SERVICE	
ITEM	DESCRIPTION	UNIT
		(PER DRIVE-BY UNLESS OTHERWISE STATED)
WASTE DISPOSAL & PROCESSING		
1	Recyclables Transfer to Nominated Processing Facility	\$/tonne
2	Recyclables Processing Rate	\$/tonne
3	Over Compaction Charge	\$/tonne
4	Alternative Disposal Facility Transfer rate – MGB Collection Vehicle	\$/Km
5	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km
6	Alternative Disposal Facility Transfer rate – Bulk Bin Collection Vehicle	\$/Km
7	Alternative Recyclables Processing Facility Transfer rate – Recyclables Transfer Vehicle	\$/Km
KERBSIDE COLLECTION SERVICES		
RESIDENTIAL		
8	Refuse MGB – Collection	\$/240L
9	Refuse MGB – Collection	\$/240L
10	Recyclables MGB – Collection + Transfer	\$/240L
11	Recyclables MGB – Collection + Transfer	\$/240L
12	Recyclables MGB – Collection + Transfer	\$/360L
13	Recyclables MGB – Collection + Transfer	\$/360L
COMMERCIAL		
14	Refuse MGB – Collection	\$/240L
15	Refuse MGB – Collection	\$/240L
16	Refuse MGB – Collection	\$/1100L
17	Refuse MGB – Collection	\$/1100L
18	Recyclables MGB – Collection + Transfer	\$/240L
19	Recyclables MGB – Collection + Transfer	\$/240L
20	Recyclables MGB – Collection + Transfer	\$/1100L
21	Recyclables MGB – Collection + Transfer	\$/1100L
PUBLIC PLACE BINS		
22	Refuse MGB – Collection	\$/240L
23	Refuse MGB – Collection	\$/240L
24	Refuse MGB – Collection	\$/1100L
25	Refuse MGB – Collection	\$/1100L
26	Recyclables MGB – Collection + Transfer	\$/240L

27	Recyclables MGB – Collection + Transfer	\$/240L
28	Recyclables MGB – Collection + Transfer	\$/1100L
29	Recyclables MGB – Collection + Transfer	\$/1100L
SPECIAL EVENTS		
30	Refuse MGB delivery and removal from event	\$/240L
31	Refuse MGB emptying	\$/240L
32	Refuse MGB delivery and removal from event	\$/1100L
33	Refuse MGB emptying	\$/1100L
34	Recyclables MGB delivery and removal from event	\$/240L
35	Recyclables MGB emptying + Transfer	\$/240L
36	Recyclables MGB delivery and removal from event	\$/1100L
37	Recyclables MGB emptying + Transfer	\$/1100L
MOBILE GARBAGE BIN MANAGEMENT SERVICES		
MOBILE GARBAGE BIN SUPPLY TO CONTRACTOR DEPOT		
38	240L MGB complete	\$/unit
39	360L MGB complete	\$/unit
40	1100L MGB complete	\$/unit
41	240L MGB body	\$/unit
42	360L MGB body	\$/unit
43	1100L MGB body	\$/unit
44	240L MGB lid	\$/unit
45	360L MGB lid	\$/unit
46	1100L MGB lid	\$/unit
47	240L MGB hinge	\$/unit
48	360L MGB hinge	\$/unit
49	1100L MGB hinge	\$/unit
50	240L MGB wheel	\$/unit
51	360L MGB wheel	\$/unit
52	1100L MGB wheel	\$/unit
MOBILE GARBAGE BIN MAINTENANCE SERVICES AT COLLECTION POINT		
53	240L MGB complete - delivery to Collection Point	\$/unit
54	360L MGB complete - delivery to Collection Point	\$/unit
55	240L MGB body - replacement at Collection Point	\$/unit
56	360L MGB body - replacement at Collection Point	\$/unit
57	240L MGB lid - replacement at Collection Point	\$/unit
58	360L MGB lid - replacement at Collection Point	\$/unit
59	240L MGB hinge - replacement at Collection Point	\$/unit
60	360L MGB hinge - replacement at Collection Point	\$/unit
61	240L MGB wheel - replacement at Collection Point	\$/unit
62	360L MGB wheel - replacement at Collection Point	\$/unit
RECYCLING BIN ROLL OUT		
63	Refuse Bin Lid Replacement with Red Lid	\$/unit
64	240L Recycling MGB complete	\$/unit

65	360L Recycling MGB complete	\$/unit
66	1100L Recycling MGB complete	\$/unit
DISASTER WASTE COLLECTION SERVICE		
COLLECTION AND TRANSPORT TO THE TOM PRICE LANDFILL		
67	Verge Waste Collection and Transport	\$/unit
68	Refuse MGB – Collection	\$/240L
69	Recyclables MGB – Collection + Transfer	\$/240L
70	Recyclables MGB – Collection + Transfer	\$/360L
BULK BIN COMMERCIAL COLLECTION SERVICE		
BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT THE TOM PRICE LANDFILL		
71	Supply, Collection and Emptying of 3m ³ Front Lift Bin	\$/3M ³
72	Supply, Collection and Emptying of 3m ³ Front Lift Bin	\$/3M ³
73	Supply, Collection and Emptying of 3m ³ Front Lift Bin	\$/3M ³
74	Supply, Collection and Emptying of 4.5m ³ Front Lift Bin	\$/4.5M ³
75	Supply, Collection and Emptying of 4.5m ³ Front Lift Bin	\$/4.5M ³
76	Supply, Collection and Emptying of 4.5m ³ Front Lift Bin	\$/4.5M ³
77	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km

DE COLLECTION			
ESTIMATED NUMBER OF SERVICES	FREQUENCY	PRICE (\$) / unit	PRICE (\$) / unit
		Ex GST	Inc GST
	As required	Included in MGB Collection Fee's	
	As required		
NA	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
1298	Weekly		
As required	On Demand		
1298	Fortnightly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
57	Week		
As required	On Demand		
68	Week		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
72	Week		
As required	On Demand		
18	Week		
As required	On Demand		
TBD	Fortnightly		

As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
RVICES.			
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
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As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
1298	As required		
1298	As required		

TBD	As required		
TBD	As required		
CES			
TBD	On Demand		
TBD	On Demand		
TBD	On Demand		
TBD	On Demand		
RVICES			
NO MINIMUM / annum	As required		
Minimum 50 / annum	As required		
Minimum 100 / annum	As required		
NO MINIMUM / annum	As required		
Minimum 50 / annum	As required		
Minimum 100 / annum	As required		
As required	As required		

DISCRETIONARY SERVICE – PARABURDOO KERBSIDE		
STANDARD SERVICE LEVEL.		
	TYPE OF SERVICE	
ITEM	DESCRIPTION	UNIT
		(PER DRIVE-BY UNLESS OTHERWISE STATED)
WASTE DISPOSAL & PROCESSING		
1	Recyclables Transfer to Nominated Processing Facility	\$/tonne
2	Recyclables Processing Rate	\$/tonne
3	Over Compaction Charge	\$/tonne
4	Alternative Disposal Facility Transfer rate – MGB Collection Vehicle	\$/Km
5	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km
6	Alternative Disposal Facility Transfer rate – Bulk Bin Collection Vehicle	\$/Km
7	Alternative Recyclables Processing Facility Transfer rate – Recyclables Transfer Vehicle	\$/Km
KERBSIDE COLLECTION SERVICES		
RESIDENTIAL		
8	Refuse MGB – Collection	\$/240L
9	Refuse MGB – Collection	\$/240L
10	Recyclables MGB – Collection + Transfer	\$/240L
11	Recyclables MGB – Collection + Transfer	\$/240L
12	Recyclables MGB – Collection + Transfer	\$/360L
13	Recyclables MGB – Collection + Transfer	\$/360L
COMMERCIAL		
14	Refuse MGB – Collection	\$/240L
15	Refuse MGB – Collection	\$/240L
16	Refuse MGB – Collection	\$/1100L
17	Refuse MGB – Collection	\$/1100L
18	Recyclables MGB – Collection + Transfer	\$/240L
19	Recyclables MGB – Collection + Transfer	\$/240L
20	Recyclables MGB – Collection + Transfer	\$/1100L
21	Recyclables MGB – Collection + Transfer	\$/1100L
PUBLIC PLACE BINS		
22	Refuse MGB – Collection	\$/240L
23	Refuse MGB – Collection	\$/240L
24	Refuse MGB – Collection	\$/1100L
25	Refuse MGB – Collection	\$/1100L

26	Recyclables MGB – Collection + Transfer	\$/240L
27	Recyclables MGB – Collection + Transfer	\$/240L
28	Recyclables MGB – Collection + Transfer	\$/1100L
29	Recyclables MGB – Collection + Transfer	\$/1100L
SPECIAL EVENTS		
30	Refuse MGB delivery and removal from event	\$/240L
31	Refuse MGB emptying	\$/240L
32	Refuse MGB delivery and removal from event	\$/1100L
33	Refuse MGB emptying	\$/1100L
34	Recyclables MGB delivery and removal from event	\$/240L
35	Recyclables MGB emptying + Transfer	\$/240L
36	Recyclables MGB delivery and removal from event	\$/1100L
37	Recyclables MGB emptying + Transfer	\$/1100L
MOBILE GARBAGE BIN MANAGEMENT SERVICES		
MOBILE GARBAGE BIN SUPPLY TO CONTRACTOR DEPOT		
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41	240L MGB body	\$/unit
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43	1100L MGB body	\$/unit
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45	360L MGB lid	\$/unit
46	1100L MGB lid	\$/unit
47	240L MGB hinge	\$/unit
48	360L MGB hinge	\$/unit
49	1100L MGB hinge	\$/unit
50	240L MGB wheel	\$/unit
51	360L MGB wheel	\$/unit
52	1100L MGB wheel	\$/unit
MOBILE GARBAGE BIN MAINTENANCE SERVICES AT COLLECTION POINT		
53	240L MGB complete - delivery to Collection Point	\$/unit
54	360L MGB complete - delivery to Collection Point	\$/unit
55	240L MGB body - replacement at Collection Point	\$/unit
56	360L MGB body - replacement at Collection Point	\$/unit
57	240L MGB lid - replacement at Collection Point	\$/unit
58	360L MGB lid - replacement at Collection Point	\$/unit
59	240L MGB hinge - replacement at Collection Point	\$/unit
60	360L MGB hinge - replacement at Collection Point	\$/unit
61	240L MGB wheel - replacement at Collection Point	\$/unit
62	360L MGB wheel - replacement at Collection Point	\$/unit
RECYCLING BIN ROLL OUT		
63	Refuse Bin Lid Replacement with Red Lid	\$/unit

64	240L Recycling MGB complete	\$/unit
65	360L Recycling MGB complete	\$/unit
66	1100L Recycling MGB complete	\$/unit
DISASTER WASTE COLLECTION SERVICE		
COLLECTION AND TRANSPORT TO THE PARABURDOO LANDFILL		
67	Verge Waste Collection and Transport	\$/unit
68	Refuse MGB – Collection	\$/240L
69	Recyclables MGB – Collection + Transfer	\$/240L
70	Recyclables MGB – Collection + Transfer	\$/360L
BULK BIN COMMERCIAL COLLECTION SERVICE		
BIN SUPPLY, COLLECTION AND DISPOSAL OF WASTE AT THE PARABURDOO LANDFILL		
71	Supply, Collection and Emptying of 3m ³ Front Lift Bin	\$/3M ³
72	Supply, Collection and Emptying of 3m ³ Front Lift Bin	\$/3M ³
73	Supply, Collection and Emptying of 3m ³ Front Lift Bin	\$/3M ³
74	Supply, Collection and Emptying of 4.5m ³ Front Lift Bin	\$/4.5M ³
75	Supply, Collection and Emptying of 4.5m ³ Front Lift Bin	\$/4.5M ³
76	Supply, Collection and Emptying of 4.5m ³ Front Lift Bin	\$/4.5M ³
77	Alternative Disposal Facility Transfer rate – Bulk Verge Collection Vehicle	\$/Km

SIDE COLLECTION			
ESTIMATED NUMBER OF SERVICES	FREQUENCY	PRICE (\$) / unit	PRICE (\$) / unit
		Ex GST	Inc GST
	As required	Included in MGB Collection Fee's	
	As required		
NA	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
703	Weekly		
As required	On Demand		
703	Fortnightly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
50	Weekly		
As required	On Demand		
25	Weekly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
33	Weekly		
As required	On Demand		
2	Weekly		
As required	On Demand		

TBD	Fortnightly		
As required	On Demand		
TBD	Fortnightly		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
As required	On Demand		
RVICES.			
As required	As required		
As required	As required		
As required	As required		
As required	As required		
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As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
As required	As required		
703	As required		

703	As required		
TBD	As required		
TBD	As required		
CES			
TBD	On Demand		
TBD	On Demand		
TBD	On Demand		
TBD	On Demand		
RVICES			
NO MINIMUM / annum	As required		
Minimum 50 / annum	As required		
Minimum 100 / annum	As required		
NO MINIMUM / annum	As required		
Minimum 50 / annum	As required		
Minimum 100 / annum	As required		
As required	As required		

Assumption

Please list a

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

Please list a

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

All assumptions associated with the Pricing tendered for the Mandatory Services (Worksheets 2, 3 & 4). Please

Add additional rows as required.

All assumptions associated with the Pricing tendered for the Discretionary Services (Worksheets 5, 6, 7, 8, 9, 10, 11)

Add additional rows as required.

Add additional rows as required.

RFT 23.20 Total Waste Management Services (including Pilbara Regional Waste Management Facility)

Tender Addendum No. 003

Issue Date: Monday, 15 February 2021

IMPORTANT:

Tenderers are required to acknowledge receipt of any addenda issued and whether they have allowed for any price adjustments resulting from any issued addenda in Section **1.20 & 5.10 Addenda Acknowledgement**. Acknowledgement to be returned in Tender submission.

Please Sign and Return with Tender Submission.

Further to Request for Tender Number RFT 23.20, Tenderers are advised of the following alterations to the Mandatory Tender Briefing and Optional Site Inspection via this Addendum:

1. Change of Date and Time for Mandatory Tender Briefing:

- New Date and Time: 10:00am (WST) on 24th February 2021
- Venue: Department of Jobs, Tourism, Science and Innovation, 1 William Street PERTH WA 6000
- RSVP by 4:00pm (WST) 18th February 2021. When RSVPing, please specify whether attendance will be in person or remotely (via Microsoft Teams). Due to Covid-19 restrictions, please limit attendance in person to one attendee per organisation. Additional attendees can join remotely.

2. Change of Date for Optional Site Inspection:

- New Date and Time: 9:00am (WST) on 5th March 2021
- RSVP's for the Optional Site Inspection should be provided at the Mandatory Briefing, or at least 48 hours prior to the Site Inspection.

All other terms and conditions remain unchanged.

End of Tender Addendum

ACKNOWLEDGEMENT:

X

Signature
Title

RFT 23.20 Total Waste Management Services (including Pilbara Regional Waste Management Facility)

Tender Addendum No. 004

Issue Date: Wednesday, 24 February 2021

IMPORTANT:

Tenderers are required to acknowledge receipt of any addenda issued and whether they have allowed for any price adjustments resulting from any issued addenda in Section **1.20 & 5.10 Addenda Acknowledgement**. Acknowledgement to be returned in Tender submission.

Please Sign and Return with Tender Submission.

Further to Request for Tender Number RFT 23.20, Tenderers are advised of the following extension of tender deadline via this Addendum:

The Deadline for this Request for Tender is extended to 2pm WST Thursday 18th March, 2021

All other terms and conditions remain unchanged.

End of Tender Addendum

ACKNOWLEDGEMENT:

X

Signature
Title

RFT 23.20 Total Waste Management Services (including Pilbara Regional Waste Management Facility)

Tender Addendum No. 005

Issue Date: Thursday, 25 February 2021

IMPORTANT:

Tenderers are required to acknowledge receipt of any addenda issued and whether they have allowed for any price adjustments resulting from any issued addenda in Section **1.20 & 5.10 Addenda Acknowledgement**. Acknowledgement to be returned in Tender submission.

Please Sign and Return with Tender Submission.

Further to Request for Tender Number RFT 23.20, Tenderers are advised of the following extension of tender deadline via this Addendum:

The Deadline for this Request for Tender is extended to 2pm WST Thursday 25th March, 2021

The Shire of Ashburton has shifted internal deadlines to provide this extension, and therefore no further extension requests will be considered. The Shire's objective is to have the facility operational as soon as possible.

Tenderers are also advised of the following information with regards to the Optional Site Inspection:

Optional Site Inspection – 5th March 2021 at 9am

Tenderers are advised that the site inspection is an opportunity to view the site only. The inspection is not mandatory. During the site inspection, the Shire Representative will not provide any information or clarifications to queries. All questions and answers are to be issued through the Tenderlink forum at www.tenderlink.com/ashburton

Any confidential questions can be emailed to procurement@ashburton.wa.gov.au

The meeting point for the site inspection is at the main gate at the entrance to the Pilbara Regional Waste Management Facility. Please arrive before 9am.

Photos and map of the Pilbara Regional Waste Management Facility are included as attachments to this Addendum.

All other terms and conditions remain unchanged.

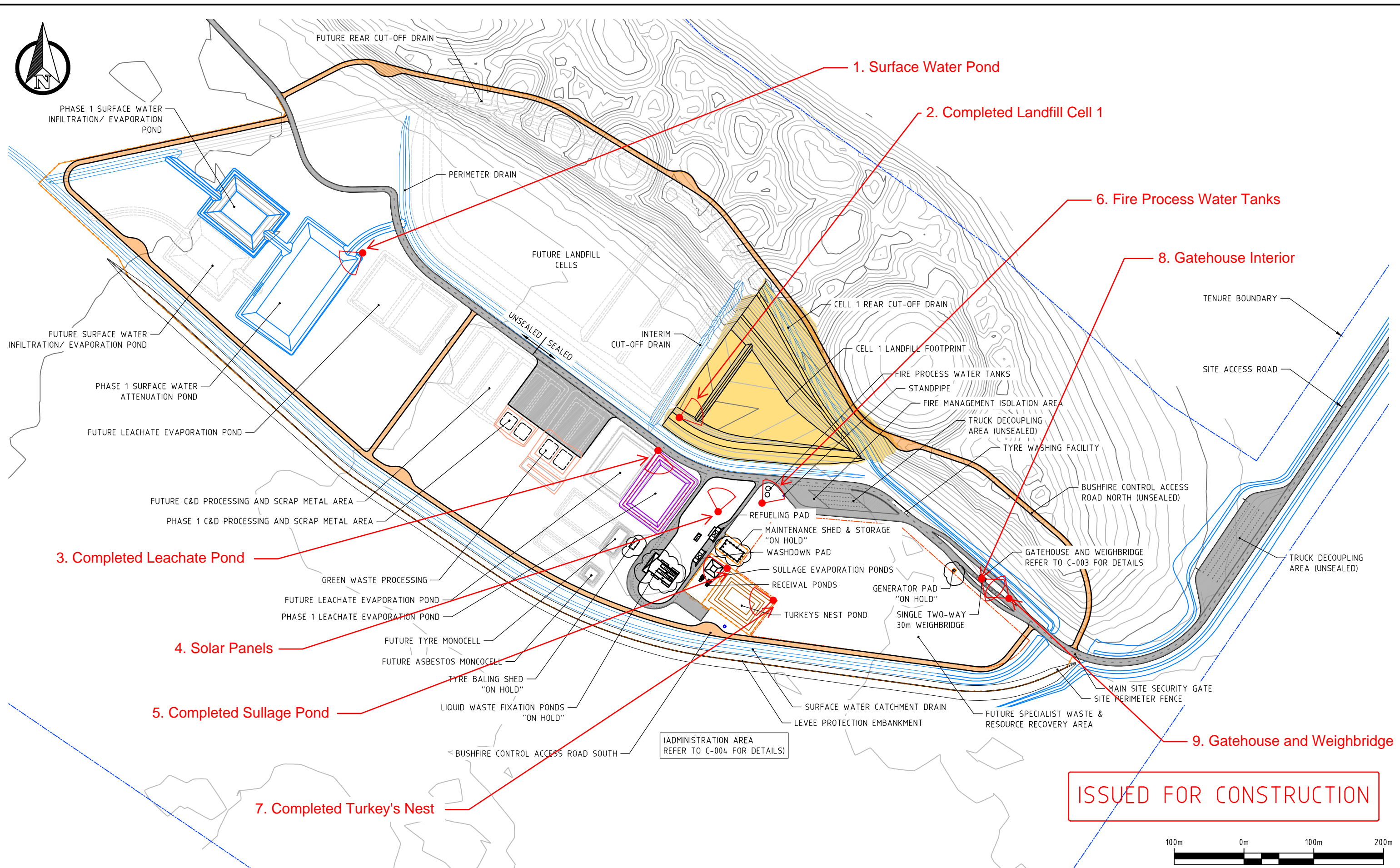
End of Tender Addendum

ACKNOWLEDGEMENT:


X

Signature
Title

Printed by Ashkan Hadi on 12.06.2020 11:59 AM
FILENAME: \\SERVER\\TALIS\\SECTIONS\\WASTE\\DRAWINGS\\PROJ DRGS\\TW19016-C-STABILITY\\SECTIONS.DWG
PROJECT: \\SERVER\\TALIS\\SECTIONS\\WASTE\\PROJECTS\\TW2019\\TW19016 - ONSLOW PRMF DETAILED DESIGN\\DRAWINGS\\PROJ DRGS\\TW19016-C-STABILITY\\SECTIONS.DWG



VERTICAL DATUM: AUSTRALIAN HEIGHT DATUM
HORIZONTAL DATUM: MGA 94 ZONE 50




talīs
delivering solutions

Level 1 660 Newcastle Street,
Leederville WA 6007
PO Box 454, Leederville WA 6903

T: 1300 251 070

Client:



shire of Ashburton
reef to range

NOTES

1. This drawing is the property of Talis Consultants Pty Ltd. It is a confidential document and must not be copied, used, or its contents divulged without prior written consent.

2. DO NOT SCALE, use figured dimensions only, if in doubt please contact Talis Consultants.

No.	Date	Amendment / Issue	App.
0	08.06.2020	ISSUED FOR CONSTRUCTION	CS
B	24.06.2019	TURKEYS NEST ADDED	CS
A	06.06.2019	ISSUED FOR TENDER	CS

Project:

PILBARA REGIONAL WASTE MANAGEMENT FACILITY

Title:

PHASE 1 CONSTRUCTION GENERAL ARRANGEMENT

Drawn by:	SO'B	Job No:	TW19016
Checked by:	CS	File No:	TW19016-C-002
Approved by:	CS	Drg. No:	C-002
Scale:	1:5000 @ A3	Rev:	0
Date:	08.06.2020		



1. Surface Water Pond



2. Completed Landfill Cell 1



3. Completed Leachate Pond



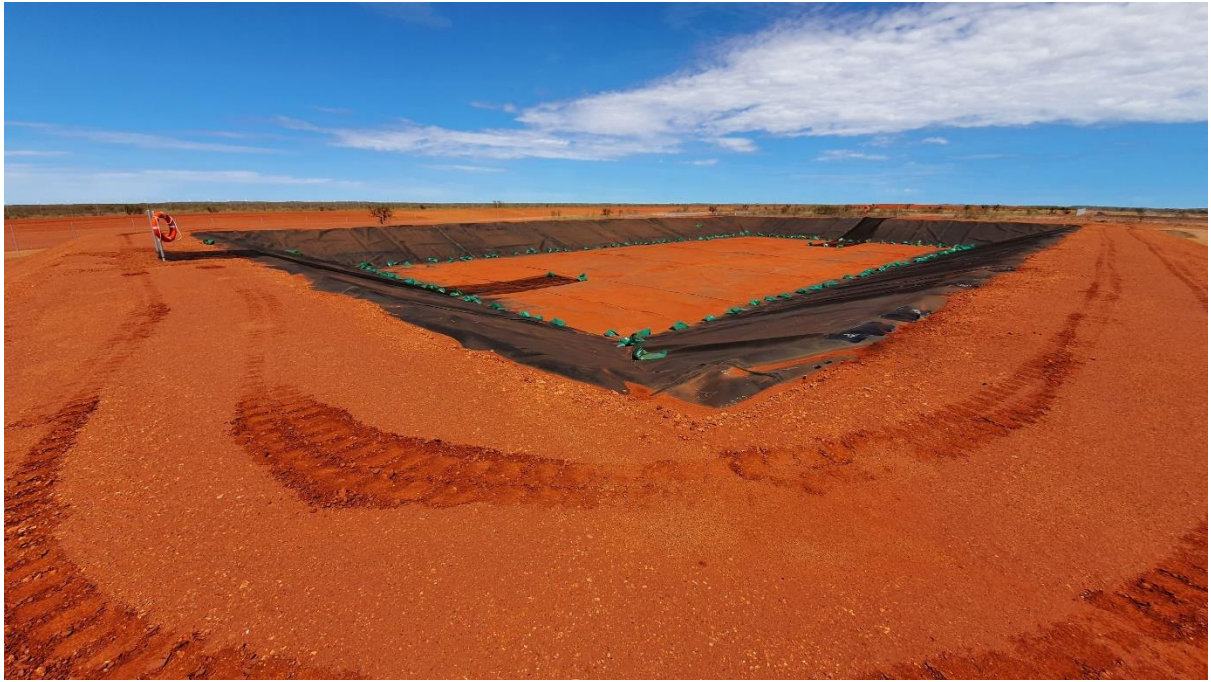
4. Completed Solar Panels



5. Completed Sullage Pond



6. Fire Process Water Tanks



7. Completed Turkey's Nest



8. Gatehouse Interior



9. Gatehouse and Weighbridge

RFT 23.20 Total Waste Management Services (including Pilbara Regional Waste Management Facility)

Tender Addendum No. 006

Issue Date: Wednesday, 10 March 2021

IMPORTANT:

Tenderers are required to acknowledge receipt of any addenda issued and whether they have allowed for any price adjustments resulting from any issued addenda in Section **1.20 & 5.10 Addenda Acknowledgement**. Acknowledgement to be returned in Tender submission.

Please Sign and Return with Tender Submission.

Further to Request for Tender Number RFT 23.20, Tenderers are advised of the following documents added via this Addendum:

Documents added:

- Memorandum – Tender Briefing Questions and Answers
- Tender Briefing Presentation Slides

All other terms and conditions remain unchanged.

End of Tender Addendum

ACKNOWLEDGEMENT:

X

Signature
Title

RFT 23.20 – Total Waste Management Services (including Pilbara Regional Waste Management Facility)



24 Feb 2021

Welcomes and Housekeeping



- **Hosts - Steve Ryan – *General Manager: Dept of Jobs, Tourism, Science and Innovation***
- **Shire's Representatives**
 - Maz Khosravi – *Director Infrastructure Services*
 - Charles Vinci – *Probity Advisor: Charles Vinci & Associates*
 - Ronan Cullen – *Director & Waste Section Leader: Talis Consultants*
 - Andrew Quispe – *Waste Consultant: Talis Consultants*
- **Workshop Register**
 - In person and online
- **House Keeping – Steve Ryan**
- **Acknowledgement of Country**

I would like to begin by acknowledging the Traditional Custodians of the land on which we meet today, and pay my respects to their Elders past and present. I extend that respect to Aboriginal and Torres Strait Islander peoples here today.

AGENDA

- Probity
- Structure of RFT/Contract
- Services Required
- Response Requirements
- Evaluation Methodology
- Questions

Probity



- Charles Vinci appointed by the Shire to be the Probity Advisor.
- Probity is about a **Fair, Ethical** and **Transparent** Tender process.
 - **Fair** - All Tenderers are treated fairly, receive the same information and access to raise questions and seek clarifications.
 - **Ethical** – Identify and manage conflicts of interests, manage confidential information and access to tender information.
 - **Transparent** – process is open and accountable, act in good faith with all parties, decisions taken in accordance with tender requirements.
- Provide advice on probity matters that may arise in tender process.
- Attend Evaluation Panel meetings, as an observer, Panel is briefed on evaluation protocols (assessing information on merit, being impartial and avoiding bias).
- Prepare a Probity Opinion at completion of Evaluation Process.

Introduction



- The Shire of Ashburton have recently completed the construction of the Pilbara Regional Waste Management Facility
- PRWMF has been constructed as a Class IV landfill
- A RFT has been released to engage an Operator for the management and operations of the facility along with other Discretionary services.
- Scope of Services fall under one of the two categories:
 - Mandatory Services; and
 - Discretionary Services
- The Contract will be governed by a Waste Services Agreement, which has been developed on a Hybrid Alliance contract model

Timeframes



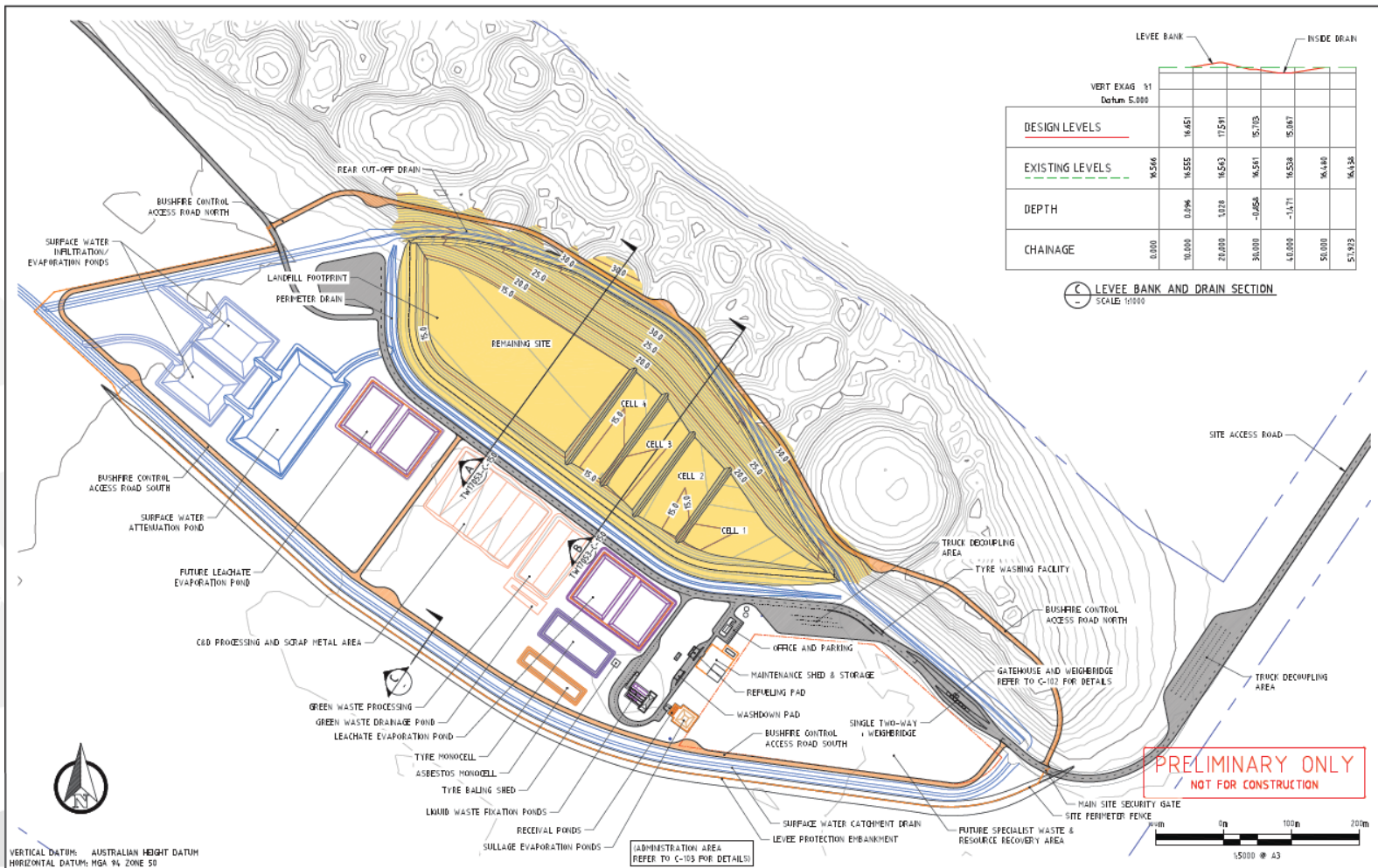
- RFT released Saturday 30th January 2021
- Mandatory Tender Briefing – 24 February 2021
- **Closes 2pm (WST) Friday 12th March 2021**
- Start Date of Contract to be confirmed
- Term consists of:
 - Ramp-Up Stage of 12 to 24 months;
 - Operating Stage of 8 years (plus any residual time from the Ramp-Up stage); and
 - Extension Term of 5 years.

Pilbara Regional WMF



- Class IV facility constructed to Best Practice standards
- Will deliver sustainable resource recovery initiatives and accommodate hazardous wastes
- Will cater for Class IV hazardous waste materials generated from developments across the Pilbara, Kimberley and Mid-West regions.
- Received support from:
 - Aus Govt. – Department of Infrastructure, Transport, Regional Development and Communities
 - Department of Jobs, Tourism, Science and Innovation
 - Chevron

Pilbara Regional WMF



Shire's Objectives

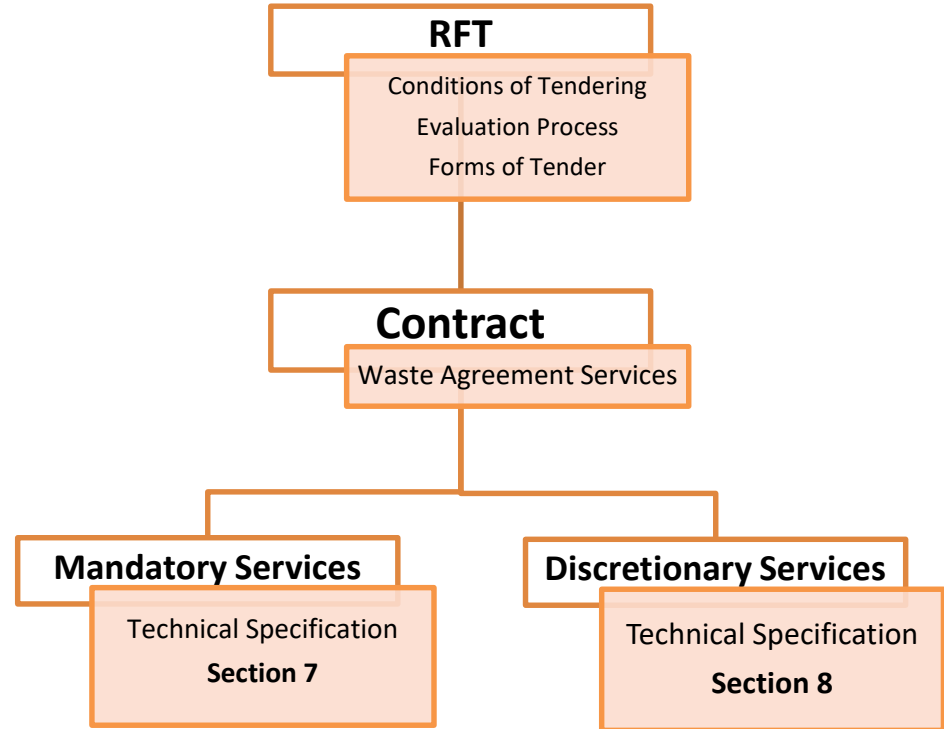


- Operate and maintain the PRWMF to a Best Practice Standard
- Achieve a high level of compliance with health, environment and safety requirements and compliance with federal and State regulatory requirements
- Attract additional waste streams and volumes to maximise the return on investment of the PRWMF
- Promote innovation in waste treatment and disposal services offered to the Pilbara region
- Achieve safe and efficient waste management services across its jurisdiction
- A commitment between the Shire and Operator to strategically link the organisations in order to work together to maximise their effectiveness and reduce the total cost of shared processes
- To set clear performance targets for all waste management activities

Structure of Tender Pack



- Scope of Services consisting of:
 - Mandatory Services; and
 - Discretionary Services.
- Waste Services Agreement
- Technical Specification
- Price Schedule has been provided for all services in one Excel file
- Environmental and Operational Management Plan



Waste Services Agreement



- Key aspects of the Waste Services Agreement are:
 - Open book arrangement
 - A long term contract to ensure innovation at lower service costs
 - Establishment of an Alliance Board
 - Performance of the Operator is monitored by establishing and monitoring KPIs
 - Budgeting will be done by both the Principal and the Operator
 - Allows for Discretionary services to be added to the Scope of Services during the term of the Agreement
 - Revenue to be shared between the Shire and Operator
 - Inclusion of a Ramp-up Stage under which the Operator will perform the Mandatory Services

Services



- Services are divided into two types:
 - Mandatory Services:
 - Management/Operation of PRWMF
 - Operation of the Weighbridge/Gatehouse
 - Transfer of Waste from Onslow WTS to PRWMF
 - Discretionary Services:
 - Onslow Kerbside Collections
 - Tom Price Kerbside Collections
 - Paraburdoo Kerbside Collections
 - Tom Price Landfill Management Services
 - Paraburdoo Landfill Management Services
 - Onslow Waste Transfer Station Management Services

KPIs



- KPIs are used to measure Operator performance against the requirements of the Contract
- Mandatory Services KPIs
 - Financial Performance
 - Marketing Plan – Innovation
 - Marketing Plan
 - Compliance
 - Payment
 - PRWMF Availability
 - Performance Notice
 - OHS
 - Local Procurement
 - Reporting
- Discretionary Services KPIs
 - Missed Service
 - Performance Notice
 - Plant Availability
 - Site Availability
 - Complaints
 - Responsiveness to Complaints
 - OHS

KPIs



- KPIs are reported periodically by the Operator and may be subject to verification by the Principal
- May be used to deduct penalties from payments and may result in termination of the Agreement.
- KPIs are reviewed and agreed by the Alliance Board:
 - Ramp-Up Stage: At least every 3 months;
 - Operating Stage: Annually; or
 - Whenever requested by a party, in accordance with the Agreement.

Response Requirements



- Submissions to be made via TenderLink
- No physical submissions will be accepted
- **Deadline 2:00pm (WST) Friday 12th March 2021**
- Please allow at least four (4) hours prior to closing time to upload your submission
- **Late submissions will not be able to be uploaded/accepted**
- All Addenda must be signed and returned with submissions

Qualitative Criteria



Qualitative Selection Criteria	Weighting
Relevant Organisational Experience	20%
Key Personnel	10%
Tenderer's Resources	10%
Demonstrated Understanding	25%
Marketing Plan	25%
Environmental and Occupational Health and Safety	10%

Evaluation of Responses



- Value for Money approach to be used
- Non weighted financial assessment
- Cost is compared to the technical assessment and qualitative criteria of each Submission

Contact Person for Queries



- Further questions or clarifications can be sent to:
www.tenderlink.com/ashburton
- All questions will be dealt with through appropriate tender protocol
- Tender process enquiries can be sent to:

Sarah Barlow

Senior Procurement Officer

Procurement@ashburton.wa.gov.au



QUESTIONS

Questions will be documented and released through the TenderLink forum

Memorandum

Tender Briefing Queries

Shire of Ashburton

To:	All attendees at the Mandatory Tender Briefing	
From:	Talis Consultants	Shire of Ashburton
Date:	10 March 2021	

Below are the list of queries that were raised during the Mandatory Tender Briefing presentation.

1. What is the method for a tenderer wanting to ask a confidential question?

Any confidential questions from a tenderer should be submitted to procurement@ashburton.wa.gov.au.

2. If the Shire finds that the question should be visible to all tenderers, will the tenderer have the option to withdraw its question?

When the Shire receives a confidential question from a tenderer, it will assess whether the question and/or response should be made available to all tenderers. If the Shire decides that the question and/or response should be made available to all tenderers, then the Shire will give the tenderer the opportunity to withdraw its question prior to posting it on the TenderLink forum.

3. Will the presentation be made available online?

Yes, the presentation will be made available to all tenderers.

4. Can the Shire provide names of all attendees at the mandatory briefing?

No, it is not Shire practice and for privacy reasons this information will not be provided.

- 5. It is noted that the RFT Documents do not provide any indication as to the commencement date of the contract. Does the Shire have any indication as to when this date might be? (i.e months, years, etc.)**

The Shire is looking to engage an Operator as soon as practically possible given that the PRWMF has now completed construction. The Shire is currently seeking its operational licence from the Department of Water and Environmental Regulation. Ideally the Operator would be brought on board within the coming months.

- 6. It is noted that the PRWMF does not currently have the relevant licences in place to operate the facility. What is the current state of the licences that are required for the facility?**

With the construction having recently been completed for the PRWMF, a Construction Quality Assurance (CQA) Validation report is currently being developed. This will be submitted to the DWER in accordance with the Works Approval. Following assessment of the CQA Validation report the Shire will submit its Operational Licence which we anticipate would be secured in the following months.

- 7. Does the Shire anticipate that the Operator will be required to or be able to commence any works prior to receiving the relevant licences for the PRWMF?**

The Operator may choose to commence early works or mobilisation of plant and equipment prior to the licence being received, but operations cannot be undertaken until the licence is granted by the DWER.

- 8. What is the purpose for the Shire proposing a Ramp Up period as part of the Waste Services Agreement?**

The Shire has proposed a ramp up stage as part of the Waste Services Agreement to allow the parties to commence and establish the partnership, and to ensure that the services and relevant requirements are suitable. There is opportunity for key elements to be revised during the Ramp Up period such as the KPIs. The Shire has included this ramp up period due to the unique nature of the services and relationship.

- 9. With regards to the Discretionary Services, what is the likelihood of these services being brought into the Contract and when is it likely to happen? There is also room in the contract for these services to be “turned on and off”, which doesn’t provide the Operator with much certainty.**

The Shire may be looking to outsource these Discretionary Services in the future but the current focus of the Shire is the management/operation of the PRWMF. Further details regarding how these Discretionary Services will be managed will be discussed when the Shire decides to bring these services on board. As indicated in the Agreement, the decision would be discussed by the Alliance Board.

- 10. Who currently undertakes the Discretionary Services?**

The Shire currently undertakes its own waste collection services and the operation/management of its facilities (except for the PRWMF).

11. Will the Shire be looking to outsource these Discretionary Services to a third party, other than the Operator?

The purpose of this RFT is to potentially engage an Operator that can provide Total Waste Management Services. The Shire has included Mandatory and Discretionary services in the contract for a variety of reasons, including to achieve economies of scale to obtain best value for money, as well as the long duration of the contract.

The Shire is not committed to utilising the Operator for the Discretionary services and is therefore not limiting its procurement options further.

12. Are there any compaction targets for the landfill?

Compaction targets should be as per the industry standards and best practise.

13. How will departures to the Agreement be handled through the evaluation process? Will these deem the tender response as non-compliant?

Taken on Notice during the meeting. This matter is dealt within the RFT.

Tenderers can propose specific clause departures to the Agreement, either as a schedule or other form, without being considered non-compliant.

If an alternative Agreement or different scope is proposed, this would be considered an alternative tender. (Minor changes to the services would not change the tender to be an alternative tender).

The tenderer is entitled to submit an alternative tender, provided it meets the requirements in the RFT including section 1.17 'Alternative Tenders'.

14. When is the PRWMF Site Visit?

The Site Visit has been rescheduled to 9am (WST) on 5th March, 2021, as per *Tender Addendum No. 003*

15. Is the Shire willing to provide an extension to tenderers given the significance of this project?

Taken on notice during the meeting. -

The deadline for tender submissions has been extended to 2pm (WST) on Thursday 25th March, 2021, as per *Tender Addendum No. 005*

16. Will the Shire be willing to provide another open forum similar to the tender briefing to ask further questions regarding the project?

The Shire has not scheduled any further open forums for questions. Any questions that need to be asked can be done so through the relevant tender protocols. The Shire may provide the opportunity to hold another open forum should it feel that it is required.

- 17. Given that both the tender briefing and the Site Visit have been pushed back, is the Shire willing to provide an extension to the closing date of the tender?**

Refer to the response in Question 15.

- 18. Does the Operator need to set aside provisions for the progressive capping and closure of the landfill?**

The progressive capping will sit with the Operator, and other provisions for the long-term liabilities of the landfill, such as closure and development of new cells, will rest with the Shire. The Shire will make provisions for these works as per the Waste Services Agreement.

- 19. Would the Shire consider combining services with other regions in the Pilbara?**

No, the Shire will only tender for its own services.

RFT 23.20 Total Waste Management Services (including Pilbara Regional Waste Management Facility)

Tender Addendum No. 007

Issue Date: Tuesday, 16 March 2021

IMPORTANT:

Tenderers are required to acknowledge receipt of any addenda issued and whether they have allowed for any price adjustments resulting from any issued addenda in Section **1.20 & 5.10 Addenda Acknowledgement**. Acknowledgement to be returned in Tender submission.

Please Sign and Return with Tender Submission.

Further to Request for Tender Number RFT 23.20, Tenderers are advised of the following information via this Addendum:

The operation of the PRWMF weighbridge is part of the mandatory services. Tenderers are advised that the Operational and Environmental Management Plan was utilised to assist with the approvals process and may contain some outdated information. In the case of any conflicting information or inconsistencies between the tender documents, the RFT, Technical Specification and Agreement take precedence over the Operational and Environmental Management Plan.

All other terms and conditions remain unchanged.

End of Tender Addendum

ACKNOWLEDGEMENT:

X

Signature
Title

RFT 23.20 Total Waste Management Services (including Pilbara Regional Waste Management Facility)

Tender Addendum No. 008

Issue Date: Friday, 19 March 2021

IMPORTANT:

Tenderers are required to acknowledge receipt of any addenda issued and whether they have allowed for any price adjustments resulting from any issued addenda in Section **1.20 & 5.10 Addenda Acknowledgement**. Acknowledgement to be returned in Tender submission.

Please Sign and Return with Tender Submission.

Further to Request for Tender Number RFT 23.20, Tenderers are advised of the following information via this Addendum:

Questions:

1. Various facilities are nominated on site drawings; can it be clarified if these facilities will be supplied and in place or if these are just locations marked on the map and are to be supplied by the contractor?
2. Please clarify the availability at the site of Electricity [3 phase], Water supply and Sewer. Please also clarify if these are available on site; is the contractor responsible for payment of these items or would this be supplied?
3. Please can it be clarified what the 4G network strength is at the site?
4. Please clarify that landfill capping costs and landfill gas network infrastructure will be at the cost of Council.
5. Please confirm adequate daily cover material is available onsite.

Answers:

1. Dwg TW19016 –C-002a shows the existing infrastructure at the site, supplied by the Shire for use by the Contractor. Any additional infrastructure, the Contractor deems necessary to carry out its operations, will need to be supplied by the Contractor.
2. 3-phase power is available at the Site Main Distribution Board in the Standalone Power System (SPS) compound, and single-phase power at the weighbridge office, as shown on drawing 3E20041-01 (annotated). The SPS comprises 20kW PV solar array, 90kWh battery storage and 60kVA back-up diesel generator. The SPS is supplied by the Shire for use by the Contractor and has room for expansion. As shown on drawing 3E20041-01 (annotated), power cables and conduits have been routed under roads and terminated to facilitate future connections for additional infrastructure. Any additional capacity, cabling, etc. the Contractor deems necessary to carry out its operations, will need to be supplied by the Contractor.
3. The 4G signal is medium strength when a booster is used, which is suitable for the operational level/data loads expected at the site.
4. Yes, development of new landfill cells, landfill capping works, and landfill gas network infrastructure will be at the Shire's cost.
5. Yes, adequate daily cover material is available on site from the stockpile located in future Cells 5 and 6 to the west of Cell 1 as shown on Dwg TW19016 –C-002a

Attachments:

Attachment 1: TW19016-C-002a

Attachment 2: TQ039-retic 3E20041-01_21 FC - Markup

All other terms and conditions remain unchanged.

End of Tender Addendum

ACKNOWLEDGEMENT:










X

Signature
Title

NOTES

1. DRAWING TO BE READ IN CONJUNCTION WITH CONTRACT DRAWINGS & SPECIFICATIONS.
2. ALL ELECTRICAL WORKS TO BE DONE TO AS 3000, W&ER AND UTILITY CODE OF PRACTICE REQUIREMENTS
3. LIAISE & COORDINATE WITH OTHER SERVICE PROVIDERS.
4. REFER TO CIVIL ENGINEER'S DRAWINGS FOR PRECISE LOCATION OF NEW ASSETS IN RELATION TO BOUNDARIES.
5. REFER TO CIVIL ENGINEER'S DRAWINGS FOR SERVICES TRENCH ALIGNMENT DETAILS.
6. ALL CABLES TO BE LAID MINIMUM 500mm DEEP IN ORANGE HD CONDUIT WITH MARKER TAPE OVER.
7. INSTALL HEATSHRINK "END CAP" AT ALL CABLE ENDS.
8. PLAN SURVEY & PEG CABLE ROUTES, PIT LOCATIONS & POLE LOCATIONS BEFORE THE COMMENCEMENT OF WORKS. COORDINATE WITH SUPERINTENDANT.
9. ALLOW FOR AND INSTALL ADDITIONAL PITS TO FACILITATE CABLE PULLS AS NECESSARY.
10. UTILISE ONLY ROUNDED CABLES THROUGH FITTING GLANDS TO MAINTAIN EQUIPMENT IP RATING.
11. BORE UNDER EXISTING ROADS.
12. SUPPLY, INSTALL & CONNECT SMSB AND ALL OBS AS SHOWN ON THE DRAWINGS. SEE DRAWING 3E2004-1-11 FOR SET-OUT OF SMSB, DB, SOLAR ARRAY AND BESS.
13. SMSB DIMENSIONS TO BE PROVIDED BY MANUFACTURER.
14. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF SMSB & DB'S FOR APPROVAL PRIOR TO CONSTRUCTION
15. ALL EQUIPMENT/FOUNDATIONS TO BE DESIGNED FOR LOCAL CYCLONIC CONDITIONS. FOUNDATION DETAILS/CERTIFICATION TO BE PROVIDED TO CLIENT PRIOR TO BUILD
16. ALL INSTALLED CONDUITS TO BE END CAPPED AND SEALED IF UNUSED FOR FUTURE USE.

LEGEND

- | | |
|---|---|
|  | GENERATOR (BY OTHERS) |
|  | SITE MAIN SWITCHBOARD (SMSB) |
|  | DISTRIBUTION BOARD (DB) |
|  | OFFICE DISTRIBUTION BOARD (BY OTHERS) |
|  | BATTERY ENERGY STORAGE SYSTEM |
|  | VALEN ENERGY
SOLAR LIGHTING BOLLARD OR EQUIVALENT |
|  | VALEN ENERGY
SOLAR LIGHT POLE OR EQUIVALENT |
|  | HEAVY DUTY ORANGE PVC CONDUIT PROVIDE
DRAW WIRE TO ALL SPARE CONDUITS |
|  | $1 \times 80 \frac{P/C}{T}$
P (Electrical HD conduit)
C (Class 12 Communications Conduit)
T (Teistra Conduit)
Conduit Size
No. of Conduits |

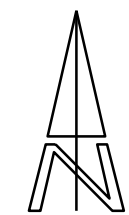
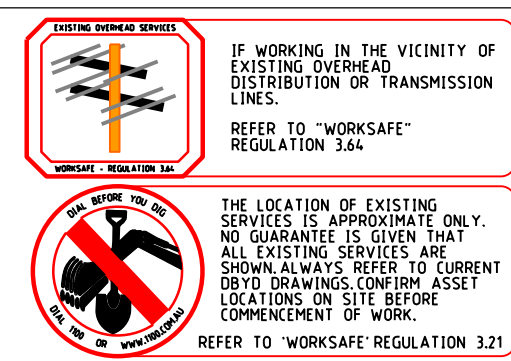
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B	ELECTRICAL ASSETS RELOCATED PER CLIENTS COMMENTS, OFFICE SUPPLY ADDED	24.4.2020	DA	JS
A	ISSUED TO CLIENT FOR COMMENT	16.4.2020	DA	JS
REV	DESCRIPTION	DATE	DRAWN	CHKD



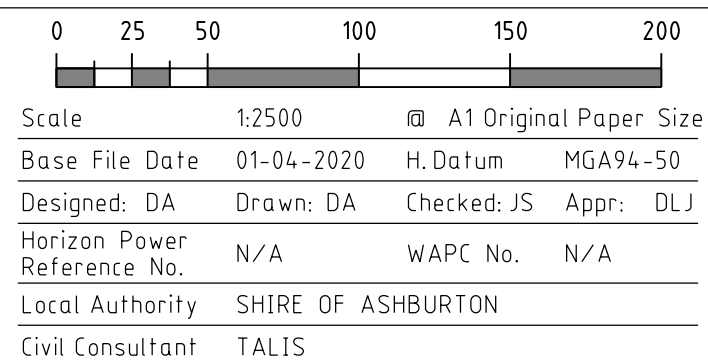
Suite 1, Level 2, Condor Tower
22 St George's Tce, Perth WA 6000
PO Box 3184 East Perth WA 6892
Tel: 08 6314 9000 Email: admin@3ece.com.au

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CONSTRUCTION

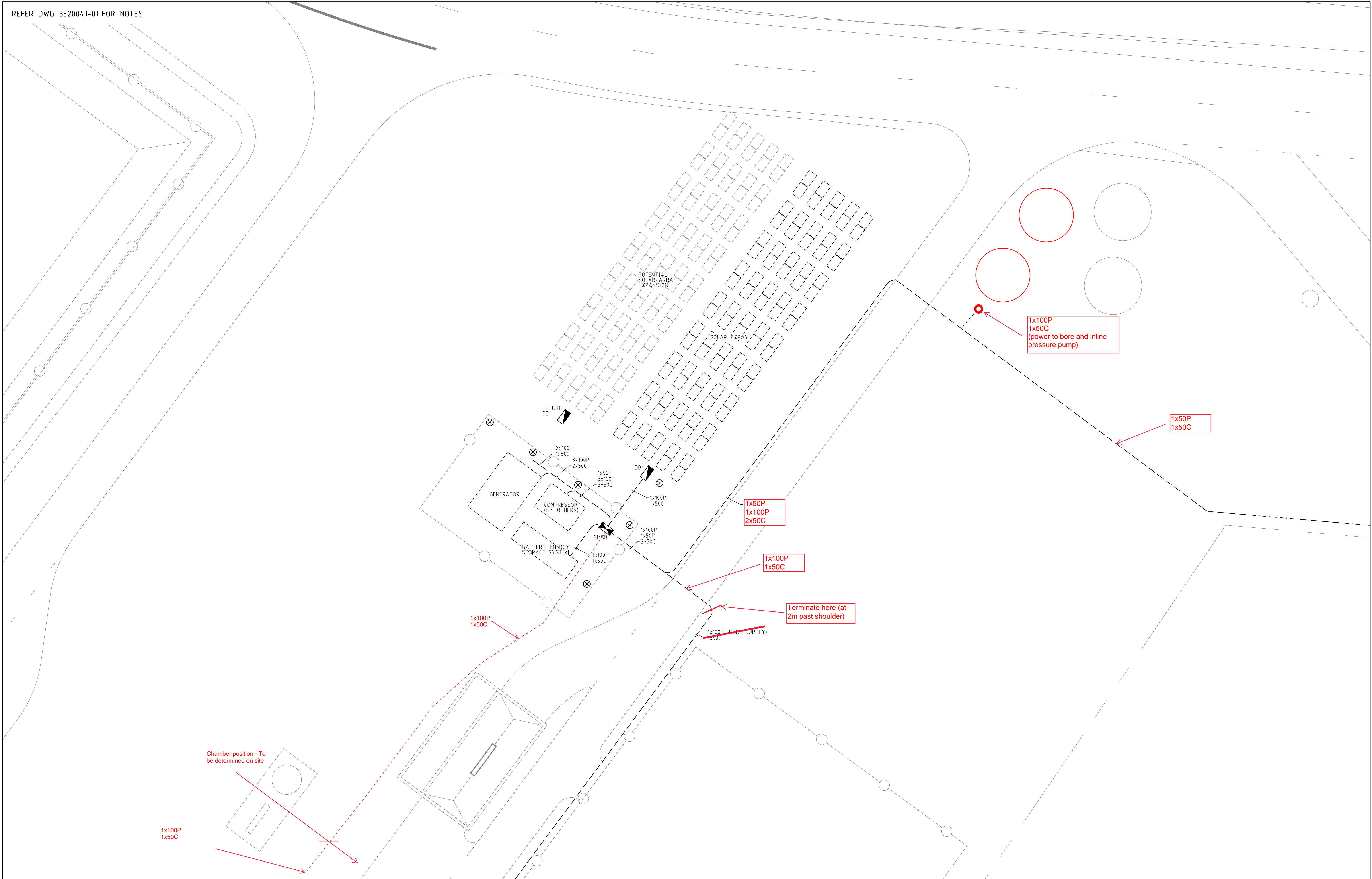


LAT 21° 54' 48" S




PILBARA REGIONAL WASTE
MANAGEMENT FACILITY,
ONSLOW
ELECTRICAL
OVERALL LAYOUT

Sheet	Of	3E Drawing Number	Revision
1	1	3E20041-01	C



REV	DESCRIPTION	DATE	DRAWN	CHKD
C	ISSUED TO CLIENT FOR CONSTRUCTION	5.08.2020	DA	JS
B	ELECTRICAL ASSETS RELOCATED PER CLIENTS COMMENTS, OFFICE SUPPLY ADDED	24.4.2020	DA	JS
A	ISSUED TO CLIENT FOR COMMENT	16.4.2020	DA	JS




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Electrical Engineering Excellence

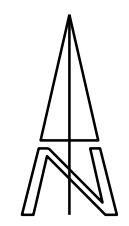
Suite 1 Level 2, Condor Tower
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PO Box 3184, East Perth WA 6892
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IF WORKING IN THE VICINITY OF EXISTING OVERHEAD SERVICES IS APPROXIMATE ONLY. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN. ALWAYS REFER TO CURRENT DB/DRAWINGS FOR POSITIVE LOCATIONS ON SITE BEFORE COMMENCEMENT OF WORK. REFER TO 'WORKSAFE' REGULATION 3.21



LAT 21° 54' 48" S
LONG 115° 13' 42" E



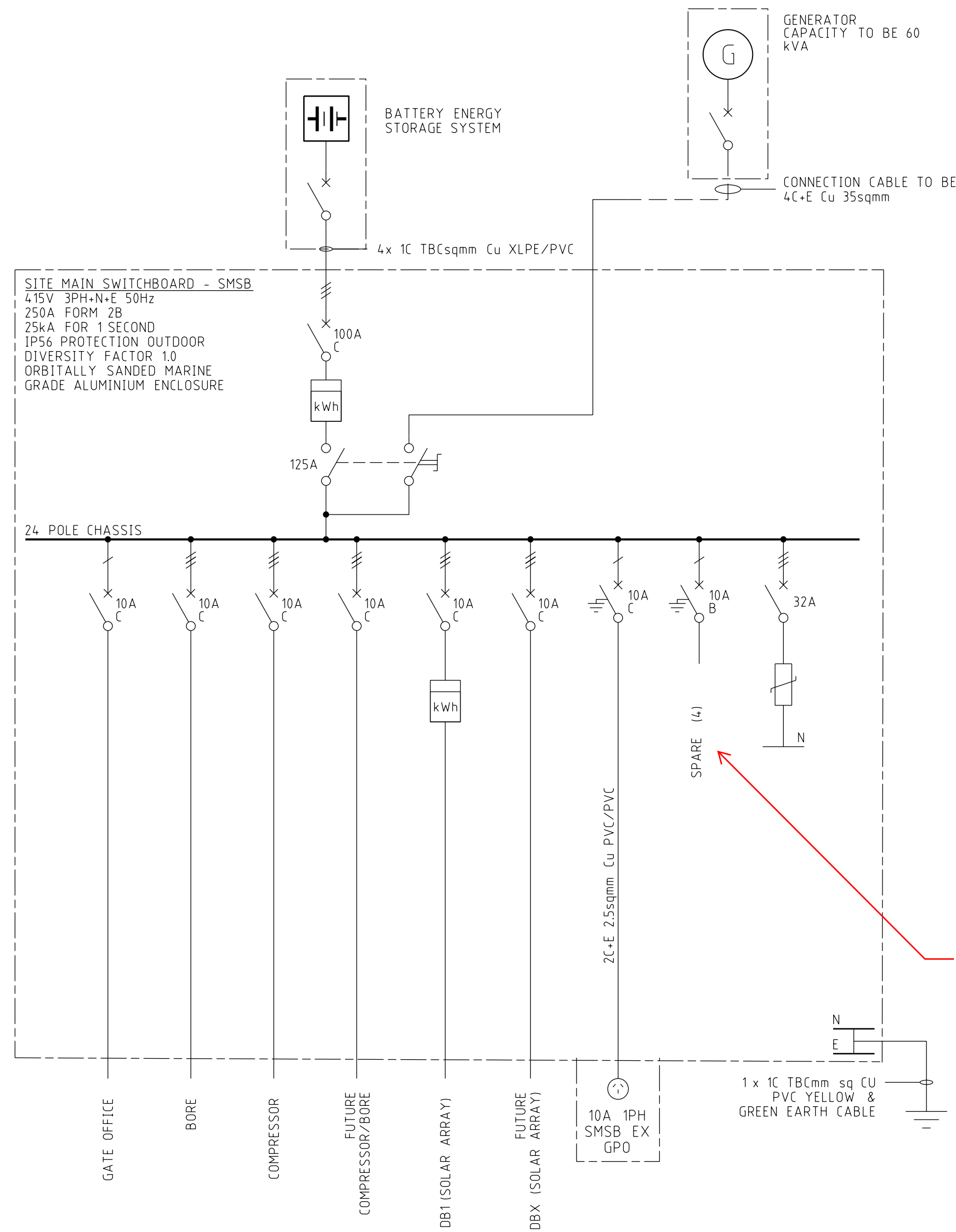
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Designed: DA	Drawn: DA	Checked: JS	Appr: DLJ
Horizon Power Reference No.	N/A	WAPC No.	N/A
Local Authority	SHIRE OF ASHBURTON		
Civil Consultant	TALIS		

Sheet Of	3E Drawing Number	Revision
1 1	3E20041-11	C

PILBARA REGIONAL WASTE MANAGEMENT FACILITY, ONSLOW
DETAILED ELECTRICAL LAYOUT

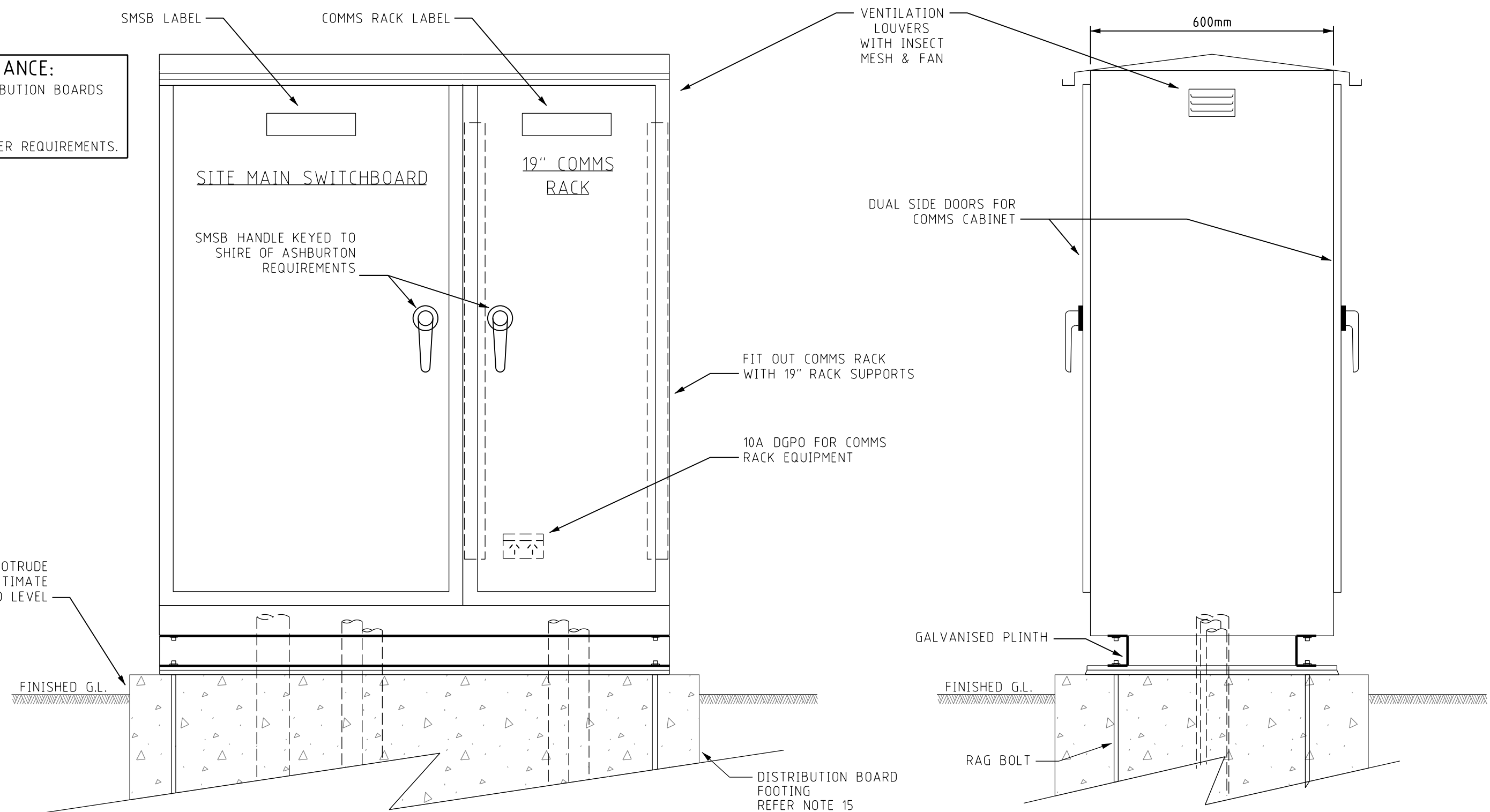
LEGEND



INLINE PRESSURE PUMP
 REFUELLING BAY
 WASHDOWN BAY
 SULLAGE PONDS
 FIXATION PONDS

4 SPARE
- CONNECTIONS TO
BE PROVIDED

FOOTING TO PROTRUDE
50mm ABOVE ULTIMATE
FINISHED GROUND LEVEL



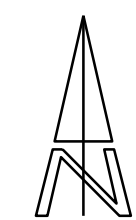
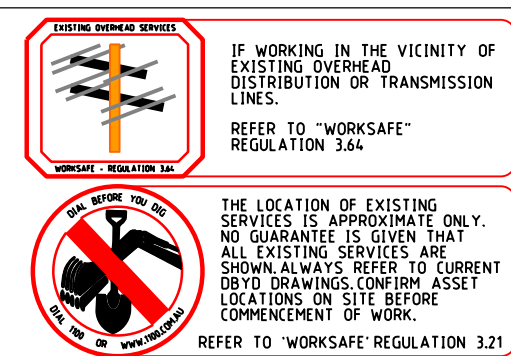
TYPICAL COMBINED SWITCHBOARD & COMMS RACK LAYOUT
NOT TO SCALE

B	ISSUED TO CLIENT FOR CONSTRUCTION	5.08.2020	DA	JS
A	ISSUED TO CLIENT FOR COMMENT	24.4.2020	DA	JS
REV	DESCRIPTION	DATE	DRAWN	CHKD



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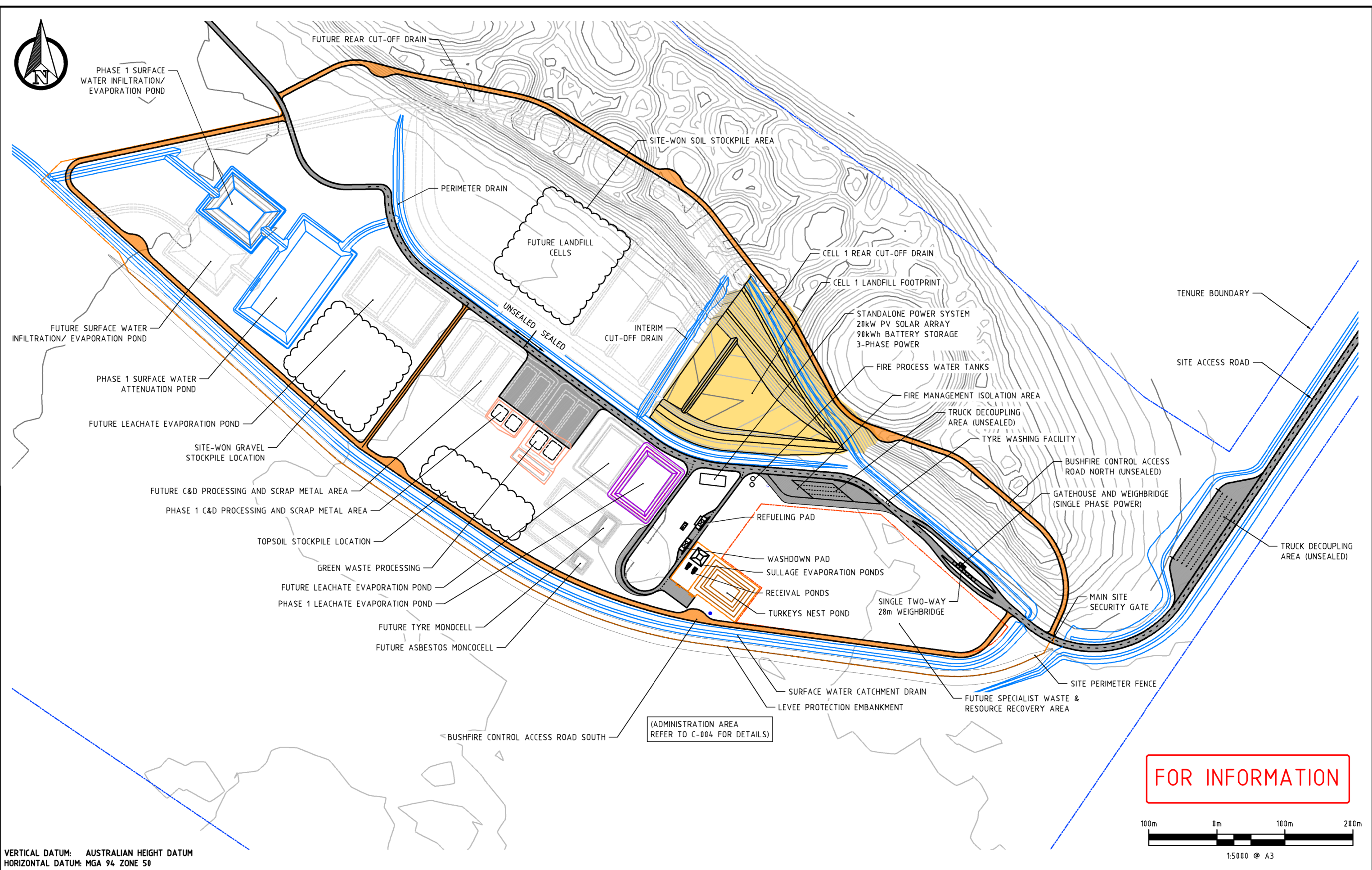
LAT 21° 54' 48" S

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Designed: DA	Drawn: DA	Checked: JS	Appr: DLJ
Horizon Power Reference No.	N/A	WAPC No.	N/A
Local Authority	SHIRE OF ASHBURTON		
Civil Consultant	TALIS		



PILBARA REGIONAL WASTE
MANAGEMENT FACILITY,
ONSLOW
ELECTRICAL
SINGLE LINE DIAGRAM AND DETAILS

Sheet	Of	3E Drawing Number	Revision
1	1	3E20041-21	B

Printed by Armand Bester on 19.03.2021 08:00 AM
FILENAME: Y:\SECTIONS\WASTE\PROJECTS\TW19016 - ONSLOW PRMF DETAILED DESIGN\DRAWINGS\PROD DRGS\TW19016-C-STABILITYSECTIONS.DWG



VERTICAL DATUM: AUSTRALIAN HEIGHT DATUM
HORIZONTAL DATUM: MGA 94 ZONE 50

 www.talisconsultants.com.au T: 1300 251 070	<p>ASSET MANAGEMENT CIVIL ENGINEERING ENVIRONMENTAL SERVICES SPATIAL INTELLIGENCE WASTE MANAGEMENT</p> <p>Level 1 660 Newcastle Street, Leederville WA 6007 PO Box 454, Leederville WA 6903</p>	<p>Client:</p> 	<p>NOTES</p> <p>1 This drawing is the property of Talis Consultants Pty Ltd. It is a confidential document and must not be copied, used, or its contents divulged without prior written consent.</p> <p>2 DO NOT SCALE, use figured dimensions only, if in doubt please contact Talis Consultants</p>				<p>Project:</p> <p>PILBARA REGIONAL WASTE MANAGEMENT FACILITY</p>				<p>Title:</p> <p>PHASE 1 CONSTRUCTION GENERAL ARRANGEMENT</p>				<p>Drawn by: AB Job No: TW19016</p> <p>Checked by: CS File No: TW19016-C-002</p> <p>Approved by: CS Drg No: Rev:</p> <p>Scale: 1:5000 @ A3 C-002 A</p> <p>Date: 19.03.2021</p>			
			<p>No Date</p>				<p>Amendment / Issue</p>				<p>App</p>							
			<p>A 19.12.21</p>				<p>FOR INFORMATION</p>				<p></p>							
			<p></p>				<p></p>				<p></p>							
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