



**COOTAMUNDRA-
GUNDAGAI REGIONAL
COUNCIL**

Service Contract for the provision of: Operational and Management of the Gundagai Waste Facility

Contract Reference:	2020/11
Contract Name:	Operation and Management of the Gundagai Waste Facility
Issued by:	Cootamundra-Gundagai Regional Council ABN 46 211 642 339
Issue Date:	Monday 31 st August 2020
Closing Date and Time:	Monday 21 st September 2020
Contact Officer:	Manager Waste, Parks & Recreation Services Wayne Bennett
Contract Term:	1 year (+ 1 + 1 possible)
Method of Lodgement:	mail@cgrc.nsw.gov.au

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Contract Summary Information

Contract Name :	Management and Operation of Gundagai Waste Facility
Contract Number :	2020/11
Initial Period Commencement Date	1 st October 2020
Initial Period Completion Date :	30 th September 2021
Details of Possible Extensions :	1 + 1
Maximum Allowable Contract Period:	3 years
Contract Completion Date:	If all options exercised - 30 th September 2023

NOTE:

Commencement and Completion dates are subject to Council resolution and may vary from those above

Insurance requirements	<i>Insurance policies must be maintained for the duration of the Contract</i>
Public Liability Insurance	Yes - \$20m (copy to be attached)
Workers' Compensation	As per legislation
Professional Indemnity Insurance	Yes (copy to be attached)

Parties to Contract	
Principal's Name	Cootamundra-Gundagai Regional Council
Principal's Address for Notices	PO Box 420 Cootamundra NSW 2590
Principal's Representative Name	General Manager
Principal's Representative Telephone	1300 459 689
Principal's Representative Email	mail@cgrc.nsw.gov.au
Contractor's Name	
Contractor's Address for Notices	
Contractor's Representative Name	
Contractor's Representative Telephone	
Contractor's Representative Mobile	
Contractor's Representative Email	

ANNEXURE 1 - Letter of Acceptance from the Principal dated XXXX

See Attachment 1

ANNEXURE 2 - Submission from the Contractor dated xxxx

See Attachment 2

Annexure 3 – General Conditions of Contract - Services

1. Provision of Services

The Contractor must provide the work or services ('Services') referred to in the Contract or Order to Council in accordance with the Contract, and must:

- a) Commence and complete the Services by the dates referred to in the Contract or Order and in accordance with any program specified or agreed in writing by Council;
- b) If the Services are to be completed in stages or milestones, complete each stage or milestone within the periods or dates referred to in the Contract or Order;
- c) Perform the Services in a proper, timely and efficient manner using that standard of skill, care and diligence that would reasonably be expected of a skilled, competent and experienced professional or service provider in the field relevant to the Services;
- d) Comply with any contract brief or technical specification applicable to the Services;
- e) Ensure that the Services are carried out by the Key Personnel referred to in the Contract or Order, and that the Key Personnel do not delegate the performance of the Services to any other person without the prior written agreement of Council;
- f) Act in good faith;
- g) Comply with the reasonable instructions and directions of Council's Representative;
- h) Effect adequate controls in accordance with statutory requirements to ensure protection of the environment;
- i) Ensure the health and safety of its employees and other personnel and comply with all relevant obligations under the *Work Health and Safety Act 2011* and Council's policies, procedures and requirements relating to work health and safety (as notified to the Contractor)
- j) Use best endeavours to protect people and property and to prevent nuisance, unreasonable noise and disturbance;
- k) Use best endeavours to avoid unnecessary interference with the passage of people and vehicles;
- l) Provide all equipment and materials necessary for the performance of the Services (other than anything referred to in the Contract or Order to be provided by Council);
- m) Comply with all Laws and with the lawful requirements or policy of any governmental agency affecting or applicable to the provision of the Services;
- n) Obtain all statutory licences, consents, permits and approvals necessary for carrying out the Services (other than any referred to in the Contract or Order to be obtained by Council);
- o) Use reasonable endeavours to work, liaise and cooperate with others whose work or services are relevant to the Services or the deliverables that the Services form part of;
- p) Advise Council as soon as practical after becoming aware of any event that may adversely affect the performance of the Services.

2. Panel of Contractors

Council reserves the right to obtain services from any contractor it chooses during the term of this contract, regardless of whether that contractor has been appointed to a panel, for any reason at any time. Nothing in this contract obliges Council to use the services of its panel of contractors.

3. Price, Fees and Expenses

- a) The price, rates or fees payable by Council for the Services is the lump sum set out or calculated in accordance with unit prices or service rates stated in the Contract or Order. Unless otherwise specified in the Contract or Order, the price, rates or fees are fixed for the duration of the Contract and are not subject to escalation or review.
- b) Any additional costs, expenses or disbursements including, without limitation, consumables, travel, accommodation and subsistence expenses, may only be charged if provided for in the

Contract or Order or in a written variation issued by Council, or if the expense is agreed in writing prior to the expenditure and proof of expenditure has been provided.

- c) If at the written request of Council the Contractor performs work additional to the Services, the rate or fee for the additional work is the rate referred to in the Contract or Order or if no such rate is specified then at the rate agreed between Council and the Contractor.

4. Invoicing and Payment

- a) The Contractor must submit to Council a tax invoice for services performed and accepted at the end of each month or at such other times referred to in the Contract or Order. Each invoice must be a consolidated invoice for all Services provided to Council under the Contract in the relevant month, and in the format requested by Council. Each invoice must contain the information necessary to be a tax invoice for the purposes of the GST Act and include any other information which Council may require including Council's 'Subcontractors Statement'. Invoices are to be sent to the address and contact person specified in the Contract or Order;
- b) Council must pay the invoiced amount within 30 days from receipt of an accurate invoice, as certified by Council's Representative. If, however, Council disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Contractor of the amount Council believes is due for payment. The parties will endeavour to resolve any dispute by negotiation in good faith;
- c) Payment of an invoice is not evidence that the Services have been supplied in conformance with the Contract but is payment on account.

5. GST

- a) Unless otherwise expressly stated, all amounts payable under the Contract are exclusive of GST.
- b) The Contractor is entitled to recover from Council the amount of any GST payable on taxable supplies provided under this Contract, within the meaning of the GST Act.

6. Variations

- a) Any variation to the Contract must be directed or approved by Council in writing.
- b) Any fee adjustment payable for the variation is to be based on the applicable rates for fees in this Contract, or if none, then reasonable rates or fees.

7. Contract Term and Option

- a) This Contract is for the term specified in the Contract and commences on the date specified in the Contract.
- b) If this Contract specifies an option period or periods, that option period or periods is for the benefit of the Council and may be exercised only by the Council in its sole discretion in accordance with this clause.
- c) The Council may exercise the option(s) to extend the term of this Contract by the option period or periods by written notice to the Contractor which must be given no later than 3 months before the end of the term (or extended term, as the case may be) of the Contract.
- d) Council may extend the time for performance of any part of the Services to be provided pursuant to this Contract under any Order issued or services commenced during the term of this Contract for any reason.
- e) If a party is unable, wholly or in part, by reason of an act of God or any other event beyond the reasonable control of the affected party ('**Force Majeure**'), to carry out an obligation under this Contract, that obligation is suspended so far as it is affected by that Force Majeure and the affected party is prevented from performing its obligations by that Force Majeure. The affected party must take all reasonable steps to overcome or minimise the effect of the Force Majeure.

- f) Unless otherwise agreed in writing, and except to the extent referred to in clause 6(d), the Contractor will not be entitled to recover from Council any additional fee or any loss expense or damages which it may incur as a consequence of Council extending the time or suspending the performance of the Services.

8. Access to Premises

Where applicable, Council must give the Contractor reasonable and sufficient access to the premises to enable the Contractor to perform the Services.

9. Goods

Where the Services involve the installation, replacement or incorporation of equipment, parts or consumables ('Goods'), the Goods must:

- be new, unless otherwise specified in the Order;
- be fit for the purpose for which the Goods are intended to be used by Council;
- otherwise be fit for the purpose for which goods of the same kind are commonly supplied
- be of merchantable quality and free from defects;
- conform to any specifications, drawings, samples or other descriptions provided by Council to the Contractor;
- carry and be subject to any applicable manufacturers' warranties, the benefits of which are deemed to be assigned to Council, without further liability to or the necessity for any further action on the part of Council, on the supply of the Goods. The Contractor must do anything necessary to ensure that Council has the benefit of the manufacturers' warranties;
- otherwise carry and are subject to any implied conditions and warranties under any Laws including, without limitation, the Sale of Goods Act No. 1 1923 (NSW) and the Australian Consumer Law, as if Council were a consumer under the relevant Laws;
- be free of encumbrances and all other adverse interests at the time they are delivered to Council;
- Title to the Goods, free of encumbrances and all other adverse interests, will pass to the Principal on payment in full by the Principal. The Goods are at the risk of the Supplier until the Goods are received and signed for by an authorised representative of the Principal.

10. Warranties

The Contractor warrants to Council:

- a) **(Purpose)** that where Council has, either expressly or by implication, made known to the Contractor any particular purpose for which the Services are required, the Services will be performed in such a way as to be fit for that purpose
- b) **(Conflict)** that it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Contract
- c) **(IP)** that it is entitled to use and deal with any intellectual property rights which may be used by it in connection with the Services and that the performance of the Services will not infringe the Intellectual Property Rights of any third party.

11. Ethics and Fair Dealings

The Contractor agrees to be bound by Council's Statement of Business Ethics for Tenderers and Contractors, which can be viewed and downloaded from Council's website.

12. Assignment and Sub-contracting

- a) The Contractor must not assign or sub-contract to any third party the Contract or any of its interests or obligations in the Contract without the prior written consent of Council (which may be given or withheld by Council in its absolute discretion).
- b) The Contractor will not, as a result of any assignment or subcontracting arrangement, be relieved from the performance of any obligation under the Contract and will be liable to Council for all acts and omissions of an assignee or sub-contractor as though they were the actions of the Contractor itself.

13. Novation

Neither party will assign the whole or part of the agreement without the prior written consent of the other party. Council is not obliged to consent to any proposed novation of the agreement.

14. Ownership of Contract Material and Intellectual Property

- a) Vesting
 - i. Subject to Clause 15.1 a), title to and Intellectual Property in or in relation to Contract Material vests upon its creation in the Principal. The Contractor must, upon request by the Principal, do all things necessary to vest that title or that Intellectual Property in the Principal.
 - ii. If title to Intellectual Property in or in relation to Contract Material is not capable of being vested in the Principal under Clause 15.1 a) because the Contractor itself does not own that Intellectual Property, the Contractor must ensure that the Principal is irrevocably licensed (whether by sub-licence from the Contractor or direct licence from the owner) to use that Contract Material or Intellectual Property.
 - iii. The Principal indemnifies the Contractor against any costs, claims, actions or expenses incurred by the Contractor as a result of any reproduction, adaptation or commercialisation by the Principal of any Intellectual Property or Contract Material vested in the Principal under Clause 15.
 - iv. The Contractor indemnifies the Principal against any claims, actions, and loss or damage arising out of any infringement of Intellectual Property rights by the Contractor, its officers, employees, agents or subcontractors in connection with the performance of the Services or the use by the Principal of the Contract Material for any purpose reasonably contemplated under the agreement.
- b) Delivery

On, or as soon as practicable after, the expiration or earlier termination of this Contract, the Consultant must deliver to the Principal all Contract Material.
- c) Limitations

The Contractor must ensure the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract unless it has obtained the prior written approval of the Principal to do otherwise. While the Principal will not unreasonably withhold approval, it may attach any terms and conditions it considers appropriate.

15. Confidentiality, Media and Privacy

The Contractor and its employees, agents and sub-contractors must not disclose to any third party, any information including by way of media interviews or releases relating to Council or the affairs of others which may have come to their knowledge as a result of this Contract.

The Contractor is not to approach or communicate with elected Council members at any time during the term of this Contract.

Any breach of these condition may be a considered as a 'breach of contract' resulting in the Contract being terminated without compensation.

16. Defective Services

- a) Without limiting any other available remedy, if the Contractor fails to provide any of the Services in accordance with the Contract or Order, Council will not be required to pay for those Services (until they are provided correctly). Council may either reject the Services or any part of them or may issue a notice of breach requiring the Contractor to remedy any default or rectify the Services within the time specified in the notice (which must not be less than 5 business days).
- b) If the default referred to in the notice is not capable of being remedied or the Services are not capable of being re-performed, or the Contractor fails within the time specified in the notice to remedy the default or rectify the Services, Council may have the Services remedied or rectified by a third party or do so itself. In either case, the Contractor must pay to Council on demand the reasonable costs incurred by Council in doing so, or Council may deduct those costs from any sum payable by it to the Contractor. Council will use its reasonable endeavours to mitigate any costs incurred under this clause.
- c) In exercising its powers under clause 17(b) Council may, without payment of compensation to the Contractor, take possession of and use any plant, equipment, goods, materials and other things on or in the vicinity of the premises or site that were used or intended to be used by the Contractor for the Services, which are reasonably required to facilitate the completion of the Services.

17. Termination

- a) Without limiting any other available remedy Council may terminate the Contract at any time and without giving prior notice when the Contractor has not remedied a breach within the time specified in notice given under clause 17(a).
- b) Council may terminate or cancel the Contract at any time for convenience by giving 28 days written notice to the Contractor who must, on receipt, immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Services.
- c) Council must pay all reasonable amounts due in accordance with clause 2 for all work performed by the Contractor up until termination. Council will not be liable to compensate the Contractor for any loss of prospective profits which it would have earned but for the termination. If the contract is terminated by Council for convenience under clause 18(b) Council must also pay any direct demobilisation costs that are reasonably incurred as a result of the termination.
- d) Either party may terminate this agreement upon 48 hours written notice on the grounds of bankruptcy, receivership, insolvency, winding up, criminal conduct of its senior staff (including partners) or merger, wholly or partially, with another entity.

18. Indemnity

The Contractor indemnifies Council, its employees and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance of the Contract including:

- a) Any negligence, wrongful act or omission by the Contractor or of any other persons for whose acts or omissions the Contractor is liable.
- b) Death or injury to any person or loss of or damage to any property.
- c) Any breach of the Contract by the Contractor.
- d) Any breach by the Contractor of the *Work Health & Safety Act 2011* and associated legislation (so far as is permissible at law).

The Contractor's liability to indemnify Council is reduced proportionally to the extent that an action or omission of Council or its employees or agents (other than the Contractor) may have contributed to the injury, damage or loss.

19. Insurance

- a) The Contractor must take out and maintain for the duration of the Contract the following insurance policies and any other insurance identified in the Request:
 - i. Workers' compensation insurance in respect of its employees
 - ii. Public liability insurance for at least \$20 million (any one occurrence, and noting an aggregate) or such higher amount specified in the Contract or Order covering Council and the Contractor against all claims for loss or injury arising from the provision of the Services by the Contractor, its subcontractors, employees and agents;
 - iii. In the case of any unregistered vehicles (Plant) used in the performance of the Services, insurance against any damage arising as a result of the plant being used as a 'tool of trade' – to be covered by either an extension to the Contractor's comprehensive motor vehicle insurance or the liability endorsed onto the Contractor's public liability insurance;
 - iv. Professional indemnity insurance for the amount specified in the Contract or Order (any one occurrence and unlimited in the aggregate) covering the Contractor's legal liability arising out of any act, neglect, default, error or omission made or done by or on behalf of the Contractor or any of its employees or agents in connection with the Services;
 - v. Other insurances as detailed in Schedule 4 - Insurances.

- b) On request, the Contractor must provide Council with certificates of currency of any insurance it is required to have under the Contract.

20. Workplace Health & Safety (WHS)

Council is obligated to provide and maintain, so far as is practicable, a working environment for its employees and members of the public, that is safe and without risk to health. As a condition of this contract, Council requires that any contractors or subcontractors that may be engaged to perform a service on behalf of Council, will at all times identify and exercise all necessary precautions for the health and safety of all persons including contractor employees, Council employees and members of the public who may be affected by the services.

Contractors are required to complete **Annexure 5 – Workplace Health & Safety** in full and return to Council before any work commences. Annexure 5 is located at the end of this document.

21. Environmental Management

Cootamundra-Gundagai Regional Council is committed to maximising environmental and social sustainability outcomes within the properties it owns and manages.

The provision of Goods or Services to Council entails environmental and social impacts related to:

- a) efficient use of energy including electricity, gas and other forms of energy;
- b) conservation of water and promotion of water and wastewater recycling and reuse;
- c) avoidance of materials or construction processes that are toxic or create undesirable emissions or discharges;
- d) reduction of solid waste from construction activity being disposed of in landfill through increased reuse, recycling and waste avoidance practices;
- e) compliance with all relevant Federal and State environmental laws, regulations and standards of good practice; and

- f) the implementation of a structured and systematic process within construction projects to achieve the above and demonstrate an adequate level of environmental due diligence.

Council is obligated to take all reasonable measures, through the execution of this contract, to mitigate these impacts.

22. Damage to Property

Without limiting any other remedy if the Contractor causes any damage to property, including Council property, the Contractor must promptly rectify the damage at its own expense.

23. Dispute Resolution

- a) Any party claiming that an issue, dispute or difference (“Issue”) has arisen must notify the other party giving details of the Issue. During a 21-day period after a notice is given of an Issue, each party must use its best endeavours to resolve the dispute, by conferring at least once to endeavour to reach agreement or to agree on methods of doing so.
- b) At every such conference, each party is to be represented by a person who has the appropriate authority to agree to resolutions or methods. All such conferences must be conducted in good faith and without prejudice.
- c) If, after a 21-day period from the date a notice is given of an Issue, the Issue has not been resolved, then the Issue may be referred for mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.
- d) Neither party may commence legal proceedings (other than for urgent interlocutory or like relief) until the procedures in paragraphs (a) and (b) have been followed.

24. Relationship and Non-Exclusivity

- a) This Contract is not a contract of employment. If Council has an obligation to pay any employee entitlement or statutory charge in respect of the Contractor’s employees including the Key Personnel, the Contractor must pay the entitlement or charge on Council’s behalf or the fee will be reduced by a corresponding amount.
- b) The Contractor must not act outside the scope of the authority conferred on it by this Contract and must not bind Council in any way or hold itself out as having any authority to do so, except where authorised by Council in writing.
- c) Unless otherwise specified in the Contract or Order, this Contract is non-exclusive. Council has the right to engage others to provide services which are similar to or connected with the Services under the Contract.

25. Service of Notices

Notices under this Contract may be served by hand, mail, or email to the address of the other party as stated in the Contract or Order.

26. Governing Law

This Contract is governed by and is to be construed in accordance with the laws applicable in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

27. Entire Agreement

- a) This Contract constitutes the entire agreement between Council and the Contractor, and replaces any previous written or oral agreements between Council and Contractor.
- b) Any terms or conditions provided by the Contractor which are inconsistent with the provisions of this Contract are deemed to be withdrawn by the commencement of the performance of the Services to Council by the Contractor.

- c) The issue by Council of a Contract or Order does not constitute acceptance by Council of any terms and conditions of supply provided to Council by the Contractor unless otherwise agreed in writing by Council.

28. Surviving Obligations

The Contractor's obligations under clause 9, clause 10 and clauses 12 to 22 will survive the termination or expiry of this Contract.

29. Interpretation

In these Conditions, unless the context otherwise requires:

Contract/Agreement means the contract for the provision of the Services of which these Conditions form part including a contract made pursuant to a Request for Tender, Quote or Proposal

Contractor means the person supplying the Services under these Conditions and includes its successors and permitted assigns.

Conditions means these *General Conditions of Contract (Services)*.

Contractor's Representative means the person nominated by and representing the Contractor for the purposes of the Contract.

Principal/Council means Cootamundra-Gundagai Regional Council.

Council's Representative means the person nominated by and representing Council for the purposes of the Contract.

Day means calendar day.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Laws means the law in force in New South Wales and the Commonwealth of Australia, including common law and legislation.

Order means a purchase order, work order, letter of acceptance or other form of order or acknowledgement from Council for the provision of the Services which incorporates these Conditions.

Services means the work or services (or any of them) specified or referred to in the Contract or Order.

Terms and conditions in the Contract or Order prevail over these Conditions to the extent of any inconsistency.

Words importing the singular include the plural and vice versa and words importing a gender include every other gender.

Monetary references are to Australian currency.

Reference to an Act by name includes the rules, regulations and local laws for the time being in force under the Act for the period of the Contract.

Where two or more persons or bodies comprise the Contractor they will be bound under the Contract jointly and severally.

Special Conditions of Contract – Services

1. N/A

END OF CONDITIONS OF CONTRACT (SERVICES)

ANNEXURE 4 -Specification

1. Services

The services required to be provided include the following:

- To ensure the facility is open on the scheduled days, the waste received is managed in accordance with EPA and council policy and procedures and that customer service is of the highest standard.
- To manage all associated income in a professional and honest manner ensuring that all funds collected are accounted for in accordance with council policy and procedures.
- All operations and activities are carried out in a safe, effective and efficient manner and in accordance with council's WH&S policy.
- Council grants the contractor full scavenging rights across the facility.

2. Term of this Contract

This Contract is for a 1 year period with 2 x 1 year options (3 years in total) to be at Council's absolute discretion.

3. Duties of the Contractor

The Contractor shall provide and carry out the following services with all reasonable skill and care:

- To open and close the Gundagai Waste Facility according to the hours below:
 - Monday – 7:00 am to 11:00 am
 - Tuesday - Closed
 - Wednesday – 1:00 pm to 5:00 pm
 - Thursday - Closed
 - Friday – 7:00 am to 11:00 am
 - Saturday – 11:00 am to 5:00 pm
 - Sunday – 7:00 am to 1:00 pm
- To maintain the Waste Facility in a clean and tidy state at all times, there is to be no signs of litter blown around the facility site and or perimeter fencing or rubbish dumped in unauthorised areas.
- To inspect all waste deliveries, receive the correct fee/charge for that waste, and direct it to its correct disposal point.
- To manage all waste facility income, issue of receipts and all other associated records and deposit to the Council for receipt.
- Minimise waste volumes going to landfill and ensure that any scavenged items are kept in a clean and tidy state at all times.
- Manage and ensure that all waste materials are stored in the correct locations, in accordance with EPA regulations and kept in a clean and tidy state at all times.
- Manage and organise with Council the removal and or processing of all waste materials that are scheduled for removal, collection and or processing from or at the waste facility.
- Manage the site in accordance with Council's policies and procedures and to ensure a high level of customer service and assistance.

- To meet weekly with the designated Council officer (Cootamundra Office) to review the week's performance, processes, and hand in all associated paperwork.

The Contractor has discretion as to the manner in which the Services are to be performed, but shall have regard to:

- The Local Government Act (NSW) 1993;
- The Environmental Planning & Assessment Act 1979
- The Environmental Planning & Assessment Regulations 2000; and
- Any other relevant legislative provisions.

The Contractor shall ensure that all relevant time deadlines are met.

4. Fees

The contractors rates and fees quoted in **Annexure 2 (Submission from the Contractor dated June 2019)** shall be fixed for the duration of the Contract and shall not be subject to any variation, unless all parties agree.

5. Experience of Contractors

Contractors are required to demonstrate previous experience in providing waste management services of a similar nature, value and duration. Details relating to previous experience and professional services should also be provided.

6. Qualifications of Contractors

The following qualifications are required:

- Community Recycling Centre (CRC) Operations

7. Evaluation of Responses

The evaluation has been determined on the professionalism of the submission, ability to meet all council requirements and previous experience in waste management.

8. Validity Period

The response and pricing shall remain valid for a period of 90 days, or such longer period agreed by the Contractor.

9.

INSERT TECHNICAL/OTHER SPECIFICATIONS RELEVANT TO THIS CONTRACT

N/A

END OF SPECIFICATION

ANNEXURE 5 – Contractor’s Safety Agreement

The Work Health, Safety & Environment (WHS&E) and duty of care requirements that contractors **must** adhere to whilst engaged in works at any Cootamundra-Gundagai Regional Council site are as follows:

1. Contractors must comply with requirements of the current NSW Work Health and Safety Act.
2. Contractors are to report upon arrival to the designated contact person from Council.
3. While at Council work sites, **any posted notices must be adhered to** (i.e. hard hat area, hearing protection must be worn, restricted area, etc.)
4. A work method statement shall be supplied by the contractor and approved by the Risk/HSE Officer or other designated Council representative prior to the commencement of the works.
5. At the discretion of the Risk/HSE Officer or designated representative, Contractor access is limited to the specific work area and such facilities as Council makes available for the Contractor’s use only.
6. All Contractors must provide their own safety equipment, i.e. hard hats, safety boots etc. to the satisfaction of the Risk/HSE Officer or designated representative.
7. All height work to be carried out will be initiated only with the direct consent of the Risk/HSE Officer or designated representative and shall comply fully with WorkCover regulations, applicable Australian Standards and construction industry best practice guidelines. Scaffolding and/or safety harnesses will be required for work at heights.
8. All electrical wiring isolations, connections and alterations shall be carried out by a licensed electrician.
9. Contractors shall maintain a supply of First Aid equipment on site at all times.
10. All vehicles are to be parked in such a manner as to prevent risk to the general public, work persons, Council staff or interference with the flow of traffic.
11. All inquiries from the general public should be directed to the Risk/HSE Officer or designated representative.
12. All waste generated by the Contractor must be removed by the Contractor and the site left in a clean and tidy manner to the satisfaction of the Risk/HSE Officer or designated representative.
13. All injuries and incidents must be reported within 1 hour to the Risk/HSE Officer or designated representative.
14. Contractors must provide evidence of **public liability insurance and that Contractor staff have completed the WorkCover Construction Induction (White card) prior to** the commencement of work and, where appropriate, evidence of adequate **worker’s compensation insurance**.
15. Contractors **must** ensure that **all portable electrical equipment** complies with the WorkCover Code of Practice – “Electrical Practices for Construction Work” and be fitted with a current appliance test tag.
16. The Contractor / Hire Company shall provide evidence before commencement of the hiring that the item of plant is compliant to NSW Registration requirements.

I have read and understand the above requirements and agree to abide by them.

Name of Contractor’s Representative: _____

Signed: _____

Dated: _____

Signed by Council’s designated representative: _____

ANNEXURE 6 – Formal Deed of Agreement

AGREEMENT made this day of.....20.....

BETWEEN COOTAMUNDRA-GUNDAGAI REGIONAL COUNCIL
81 Wallendoon Street, Cootamundra NSW 2590
(the Principal)

AND

(the Contractor)

IT IS AGREED that the annexed documents as follows:

TITLE Attachments

1.	Letter of acceptance from the Principal dated xxxx
2.	Submission from the Contractor dated xxxx
3.	General and Special Conditions of Contract (Services)
4.	Specification
5.	Workplace Health & Safety – Contractors Agreement
6.	Formal Deed of Agreement <i>(to be completed by the Principal prior to offering contract)</i>

will together comprise the contract between the parties

EXECUTED for and on behalf of the)
Cootamundra-Gundagai Regional Council)
by but not so as to incur personal liability)

before me:

EXECUTED by and on behalf of

by but not so as to incur personal liability).....

before me: **Manager Waste Parks & Recreation Services**