

REQUEST FOR QUOTATION

CD: 033/2017

RURAL ROADSIDE SLASHING

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SECTION A - GENERAL CONDITIONS

1.1. TYPE OF CONTRACT

This is a fee for service contract, with provision for additional payment for services as requested in writing by the City of Launceston and undertaken by the Contractor. The Council may issue a number of contracts for specific parts of the network. Contractors will be selected to supply the Request for Quotation (RFQ) requirements with fixed unit pricing for a contract term of two years. The contract will allow for renewal option for a further 2 year period, solely determined by the City of Launceston. The renewal option shall include a negotiated revised unit rate for the 2 year term.

1.2. WORK TO BE PERFORMED

The services to be provided are described in Section B, Specifications. Contractors are required to supply all plant, equipment, materials and consumables required to undertake works as specified.

1.3. CONTRACTOR TO BE INFORMED

All contractors, prior to submitting their Request for Quotation, are expected to become acquainted with the nature and extent of the RFQ and the services to be undertaken, and make all necessary examinations, investigations, and inspection.

1.4. ENQUIRIES

Any enquiries regarding the services specified in the Request for Quotation should be directed to the nominated contact person/representative(s) as listed in Section D of this document.

No statement made by the nominated contact person(s) should be construed as modifying these Conditions, unless confirmed in writing by the nominated contact person(s) and attached to Section D Appendix 2.

1.5. CONTRACT

The successful Supplier/s will be invited to enter into a Contract with the City of Launceston, in accord with the City of Launceston procurement policies and procedures. It is proposed that the contract terms attached in Section D will form the general terms of a future agreement, which will also include the requirements as outlined throughout the Request for Quotation. Although the City of Launceston may propose further changes, a future agreement will also incorporate the specifications and related documents which form part of the contract.

1.6. USE OF SUB CONTRACTORS

Where a Supplier proposes to provide any part of the Services using resources from organisations other than the Supplier itself, substantial information relating to the contractual arrangements for such resources must be detailed in the RFQ, together with information on the relevant experience of such other organisation.

Failure to provide such information may result in the returned RFQ being excluded from further consideration. Suppliers will be required to ensure that any subcontractors engaged;

Section A General Conditions

- (a) satisfy the terms and conditions of the issued RFQ, and adhere to all relevant conditions as outlined to the principal contractor.
- (b) have stringent safety standards and procedures in place and observe them.
- (c) conduct their business operations in a legal, and ethical manner, including paying their respective employees and creditors correctly as per industry award standards. Where the contract is awarded and there is no approved sub-contractor or the Supplier seeks to use an alternative sub-contractor then the Supplier shall be obligated to use the process in 1.6 to obtain approval. If Supplier uses a non-approved sub-contractor then the City of Launceston may terminate the contract without payment of any compensation. Information provided by council.

Information provided in this Request for Quotation or imparted to any Supplier as part of the Request for Quotation process is confidential and shall not be used by the Supplier for any other purpose, or distributed to, or shared with any other person or organisation.

1.7. ACKNOWLEDGEMENT BY CONTRACTOR

The Contractor acknowledges that:

- (a) The City of Launceston makes no representations and offers no undertakings in issuing this Contract.
- (b) The City of Launceston is not bound to accept any particular RFQ.
- (c) The City of Launceston with notice, may suspend, vary, postpone, terminate or abandon the RFQ process without notice at any time.
- (d) The City of Launceston may invite one or more Contractors to supply further information and/or attend a conference or interview and/or make a presentation.
- (e) The City of Launceston reserves the right to negotiate further with the any RFQ provider.
- (f) The Contractor Evaluation Panel and the City of Launceston may undertake 'due diligence' checks, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks.
- (g) The City of Launceston will not be responsible for any costs or expenses incurred by a contractor arising in any way from the preparation and submission of RFQ.
- (h) The City of Launceston accepts no responsibility for a contractor misunderstanding or failing to respond correctly to this RFQ.
- (i) The City of Launceston may appoint a number of contractors to undertake the work.

1.8. DISPUTE RESOLUTION

Please refer to Section D 3.2 Part Two: City of Launceston Standard terms

1.9. PAYMENT TERMS

Please refer to Section D 3.2 Part Two: City of Launceston Standard terms

1.10. RETURN SCHEDULES AND EVALUATION

The evaluation of this Request for quotation will be based on the information returned in the **Section C the Return Schedules** and Evaluation criteria set below.

Price (Schedule 2)

Previous Experience & Referees (Schedule 8)

Capability (Schedules 4, 5 & 6)

Equipment (Schedule 7)

Methodology (Schedule 9)

Industrial Relations (Schedule 11)

Items in schedules 3 and 11 are mandatory.

All submissions are to be sent electronically to tenders@launceston.tas.gov.au by Friday 18th August 2.00pm Local EST time.

SECTION B - SERVICE SPECIFICATIONS

2.1 SCOPE OF REQUIRED SERVICES

The Scope of work will include the supply of all labour and plant necessary for the rural roadside slashing for the City of Launceston municipality. Roadside Slashing is to be undertaken from the 1st October to the 31st December each year.

2.2 STANDARDS OF WORK

The Roadside Slashing lengths and areas are specified in Attachment 1 Rural Roads and lengths and Attachment 2 Rural Roadside Map. The pricing will need to be provided as per the Schedule of Rates, Form 1 in Section C of this document.

On Schedule 9 of Section C please provide information on the method of Slashing operations and details of executing the works.

The Standards of work will need to replicate the list below and the relevant Roadside Slashing requirements issued by the Department of State Growth.

- Fence line to fence line where possible.
- Height of cut between 100mm to 150mm
- Vertical clearance to 5 metre (measured at the outer edge of shoulder formation). This works shall be included as part of the scheduled fixed rate and undertaken as part of and at generally the same time as the roadside slashing works where the amount of vegetation is less than 10% of the subject tree/shrub. Where the amount of vegetation is more than 10% of the bulk of the tree/shrub then the contractor shall list the work to allow joint inspection with the Council nominated contact. Payment for work where the amount of vegetation is more than 10% shall be an additional fee at the hourly variable rates and shall only be paid where expressly requested in writing.

2.3 MANAGEMENT

The contractor and all employees are required to liaise with the Council Representative (specified in Section D of this Document). All Council work requirements will be issued and managed by the Council representative.

2.4 TRAFFIC MANAGEMENT

A traffic management plan is required to be supplied and approved by the Council representative. All Traffic Management is to be performed in accordance with all relevant Australian Standards.

2.5 DAMAGE TO PROPERTY

Any damage to public or private assets created by but not limited to flying stones or a result of damage caused by slashing operations, shall be made good at the contractors expense. If such repairs need to be undertaken by the Council then such cost shall be deducted from payments due to the Contractor.

2.6 SAFETY

The contractor is required to provide council with appropriate SWMS (Safe work method statement) that includes all identified and known risks, hazards and controls prior to the commencement of all works.

2.7 ENVIRONMENTAL PROTECTION

The contractor will comply with all statutory requirements for protection of the environment both built and natural. The contractor is responsible for any damage to the environment caused by the execution of works.

The contractor is to ensure weeds are not spread to another area by cleaning plant in accordance with the Tasmanian Guidelines for Weed and Disease Control.

2.8 EQUIPMENT SUPPLIED

All materials and equipment supplied by the contractor must be approved, licensed, registered, and certified, in good working condition, of legal possession and appropriate for purpose respective to each equipment item. All vehicles must be able to be contacted.

2.9 RECORDING OF WORK UNDERTAKEN

The Contractor is to supply a daily time sheet to the Council representative that indicates the following

- Date and hours worked
- Registration number of machinery used
- Name of road
- Area slashed (The length of the road that was slashed each day)

2.10 CONTRACT PERFORMANCE

All works are to be of the highest standards and will be rated as per the Key performance indicators outlined in 2.11 of this document.

2.11 KEY PERFORMANCE INDICATORS

KPI's for Contractor	Performance Measure	Performance Target	Measures of Compliance
Height of Cut	Between 100mm and 150mm	100%	Random audits undertaken within 2 weeks of completion of each zone
Complaints from public	Zero or minimal complaints from the public	100%	Intervention required by Road Services Supervisor
Completed within specified time frame	As per issued Scope of Work	100%	Work completed within specified time frame
Damage to Council infrastructure (including guide posts, signage etc.) and personal property, letterbox, fences	Zero or minimal complaints reported to council's Customer Service area.	100%	Repairs to property necessary

2.12 WORKSITES ATTACHMENT 1

The following form the contracted sites Name	Total Length (m)
Adams Road	3402
Adan Lane	190
Aplico Road	14
Aquila Place	215
Archdale Road	308
Ardea Dr	265
Arnolds Road	1120
Atratus Rise	199
Austins Road	3617
Bacala Road	4752
Bangor Road	6011
Bardenhagen Road	322
Barkers Road	410
Barnards Road	1400
Barretts Rd	781
Bassetts Road	587
Ben Lomond Road	7943
Binghams Road	547
Blackball Line Rd	1046
Blythes Road	735
Boomer Rd	852
Bourkes Road	222
Breens Drive	1105
Brickhill Drive	95
Brooks Road	845
Brown Mountain Road	4759
Browns Road	2427
Burns Road	2871
Burns Creek Road	8304
Butlers Road	208
Calverts Road	676
Camden Road	22390
Camden Hill Road	7372
Camden Road	356
Camerons Road	1246
Cherry Farm Road	2332
Clover Hill Road	334
Collins Road	430
Corkerys Road	2510
Correa Dr	1073
Cowards Road	153
Cowley Road	361
Cronins Road	735
Deddington Road	2497

Section B Specifications

The following form the contracted sites Name	Total Length (m)
Denison Gorge Road	1882
Dewhurst Road	317
Dicksons Road	245
Diddleum Road	6168
Dilston Road	955
Disputed Road	1601
Doaks Road	5362
East Diddleum Road	2276
Egerton Road	2247
Escarpment Drive	906
Evans Road	734
Everton Lane	2020
Farrellys Road	1000
Foleys Road	1047
Fowlers Road	320
Freemans Road	127
Garcias Road	889
Geiss Road	437
Glenford Rd	34
Glenford Farm Road	2183
Glen Shian Ln	545
Glenwood Rd	5206
Golconda Road	13027
Goullees Road	1568
Grandfields Road	301
Greys Road	87
Griffins Rd	407
Gundagai Road	2832
Hextalls Road	2066
Holders Rd	508
Hollybank Road	647
Hunting Ground Road	1475
Imlachs Road	787
Jetty Road	186
Jollys Road	450
Jones Road	104
Karoola Road	2809
Kempeners Road	49
Kettles Road	630
Lalla Road	5474
Langs Road	367
Lees Road	1157
Main Road	107
Lindsays Road	396
Lockharts Road	1928

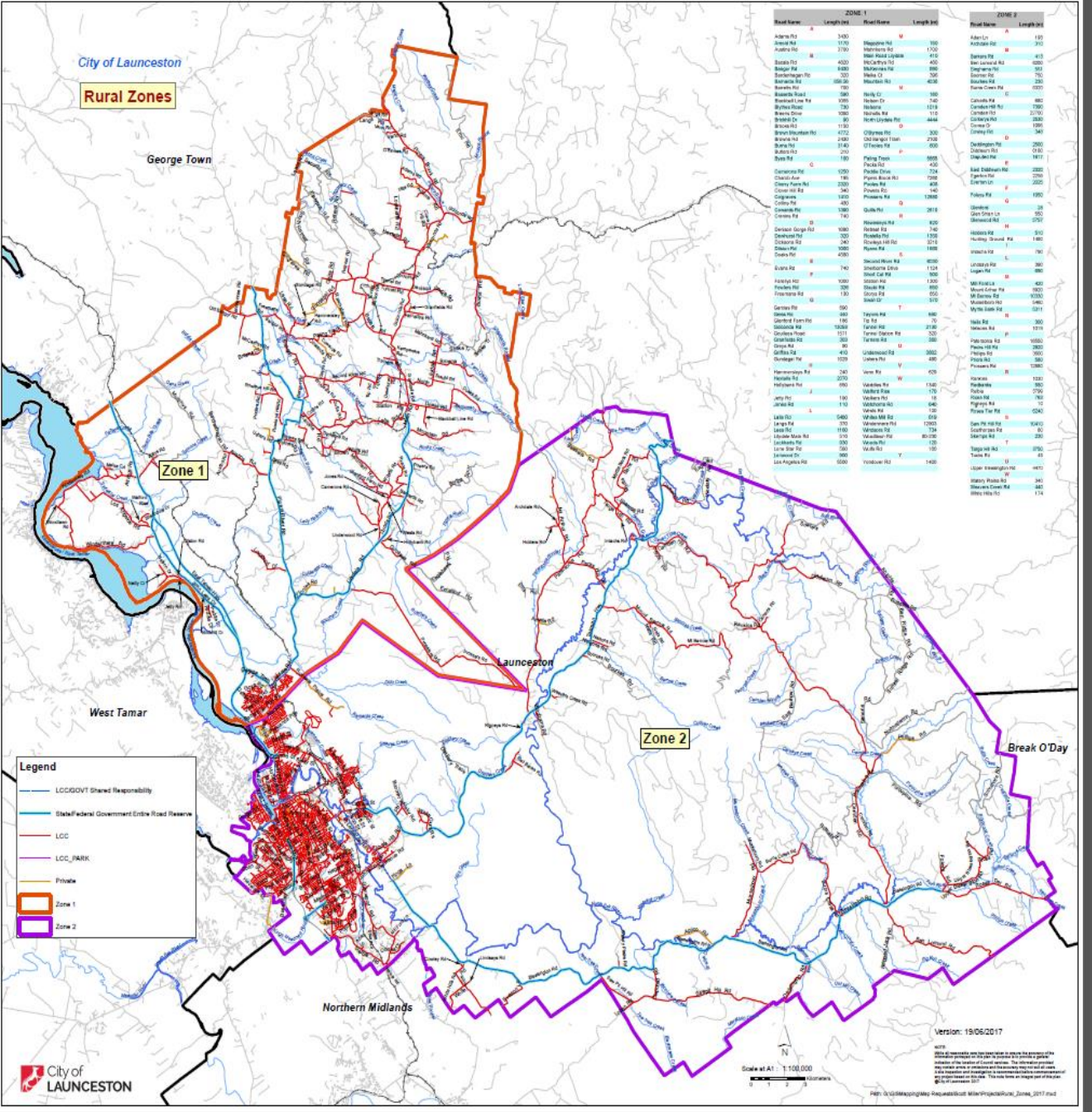
Section B Specifications

The following form the contracted sites Name	Total Length (m)
Logan Road	690
Lone Star Road	575
Loriwood Drive	2719
Los Angelos Road	5496
Magazine Road	1692
Magpie Crescent	140
Mahnkens Road	409
McKennis Road	573
Meika Court	393
Mill Ford Ln	417
Millhaven Way	432
Mountain Road	3912
Mt Arthur Rd	4760
Mount Barrow Road	10310
Musselboro Road	5426
Myrtle Bank Road	5282
Neilly Crescent	189
Neils Road	292
Nelson Drive	751
Nelsons Road	1014
Nicholls Rd	104
North Lilydale Road	4398
O'Byrnes Road	294
Old Bangor Tram Road	2097
Opossum Rd	251
O'Tooles Road	117
Paling Track	5611
Parklands Pde	376
Patersonia Road	18527
Pecks Road	427
Pecks Hill Road	2905
Peddie Drive	723
Phillips Road	1268
Pipers Brook Road	7251
Pooles Road	405
Powers Road	136
Priors Road	578
Prossers Road	12610
Quills Road	2606
Rankins Road	1026
Rawnsleys Road	617
Red Banks Road	548
Relbia Rd	2549
Retreat Road	736
Rices Road	760

Section B Specifications

The following form the contracted sites Name	Total Length (m)
Riverstone Drive	394
Roses Tier Road	6087
Rostella Road	1354
Rowleys Hill Road	3196
Russell Plains Road	947
Ryans Road	1662
Sawpit Hill Road	10369
Second River Road	5996
Sherborne Drive	1119
Short Cut Road	507
Skemps Road	227
Snake Gully Road	36
Station Road	1590
Staubi Road	647
Storys Road	640
Swan Drive	567
Targa Hill Road	3813
Taylors Road	687
Tip Rd	67
Tucks Road	38
Tunnel Road	5077
Tunnel Station Road	320
Turners Road	639
Underwood Road	3846
Upper Blessington Road	4454
Ushers Road	490
Venn Road	619
Waddles Road	1331
Walford Rise	171
Walkers Road	513
Watchorns Road	669
Watery Plains Road	336
Weavers Creek Road	432
West's Road	97
Whisky Road	438
White Gum Rise	1373
White Hills Road	3160
Whites Mill Road	816
Windermere Road	12802
Windsors Road	731
Woodlawn Road	227
Woods Road	117
Wulfs Road	157
Yonderover Road	1396
Total	364,728

2.13 SITE LAYOUT DRAWINGS ATTACHMENT 2



SECTION C - RETURN SCHEDULES

SCHEDULE 1 - FORMAL OFFER

Contract No:	
Project:	
Contractor:	

Registered Office Address:	Business Address:
Telephone:	
Email:	

Legal Status			
All Contractors are required to complete the following table:			
Legal Structure	Name	Australian Company No (ACN)	Australian Business No (ABN)
Company			
Trust*			
Individual			
Partnership			

**include details of both trust and trustee*

The Contractor named above, hereby to provide Goods, Works and/or Services in accordance with:

- a) The RFQ ;
- b) Any attachments, addenda or schedules submitted with the Request for Quotation documents.

The Contractor also acknowledges that if it is the successful supplier, this will be confirmed in a letter of acceptance which will invite the Contractor to enter in to a formal contract with the City of Launceston.

The documents listed above will form part of the contract between the parties, although the City of Launceston reserves the right to negotiate further terms and conditions.

SECTION C - Return Schedules

The Contractor warrants and represents that:

- a) It has fully acquainted itself with all of the documents referred to in the Request for quotation and all matters relating there to;
- b) Agrees to be bound by the Conditions in Section A
- c) All of the information provided in the RFQ return schedules is true and correct;
- d) It has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all of the risks and contingencies which may affect its quoted price;
- e) It has allowed for all such risks and contingencies in its quoted price.

The Contractor confirms that they offer to provide the Goods, Works and/or Services described in the RFQ.

Executed by Authorised Officer of Contractor who has delegated authority to enter into a contract:

Signature: Date:

Name and title:

Signature of Witness: Date:

Name of Witness:

Contact Person for enquiries about this Request for Quotation

Name:

Position:

Address:

Phone H B M

Email

SCHEDULE 2 - SCHEDULE OF RATES AND SITE OPERATING TIMES

The Schedule of rates shall include supply of all material, plant and labour necessary for the proper execution of the works, unless otherwise specified.

Price per KM Weekday	
Price per KM Weekends	
Price per KM Public Holidays	
Price per hour Weekday	
Price per hour Weekends	
Price per hour Public Holidays	
Hours Of Operation	

Additional information

SCHEDULE 3 - INSURANCES

Insurance Type	Insurance Company
Public Liability (minimum \$10m)	
Motor Vehicle Third Party (minimum \$10m)	
Workers Compensation	
Other	

The successful contractor/s will be asked to produce a Certificate of Currency for each insurance category.

SCHEDULE 4- KEY PERSONNEL

Contractors shall detail below the key personnel proposed for this work. The key personnel are defined as the following position. Please list all operators and relevant experience	Name	Years of Experience	Task Responsible for.

SCHEDULE 5- LICENSES / QUALIFICATIONS

Contractors shall detail any relevant current licenses, or Qualifications. Licenses will need to be presented upon request.	License/Qualification/Experience	Expiry Date

SCHEDULE 6 - SUBCONTRACTORS

The names of Subcontractors proposed to be engaged for the contract

- 1. Written approval of all subcontractors is required before commencement of the contract
- 2. The nomination of alternatives is acceptable.
- 3. The Contractor shall be required to provide evidence that the subcontractors are registered and/or licensed (as required by law) in the work which is to be subcontracted and have the relevant policies of insurance.

Name & Address of Subcontractor	Description of Proposed Works to be Subcontracted	Est Work Value

SCHEDULE 7 - VEHICLES, PLANT AND EQUIPMENT

Suppliers are required to provide details of Vehicles, Plant, Equipment and materials including Chemicals to be used to perform the contract.

Details of Vehicles, Plant and Equipment (if relevant):

SCHEDULE 8 - PREVIOUS EXPERIENCE AND REFEREES

Please provide here details of relevant or previous experience of the company and major sub-contractors. (Please copy this sheet for sub-contractors)

Project Type	
Clients Name	
Clients Contact Person	
Clients Address	
Client's Phone Number	
Year Completed	
Project Type	
Clients Name	
Clients Contact Person	
Clients Address	
Clients Phone No	
Year Completed	

SCHEDULE 10 - WORKPLACE HEALTH AND SAFETY

By signing the Return Schedule, Section C Schedule 1, the Contractor guarantees that all work under this agreement shall be executed in compliance with Workplace Health and Safety legislation, and the City of Launceston workplace health and safety requirements set out in Section D Appendix 1,

SCHEDULE 11 - INDUSTRIAL RELATIONS

The City of Launceston shall seek to use Contractors who can demonstrate a commitment to maintaining sound industrial relations principles and practices.

Subject	Yes	No
1 Are employees paid under an industrial instrument? (if yes, which industrial instrument)		
2 Does the organisation have a workplace/industrial relations policy and procedure as part of its overall management system? (if yes give details)		
3 Does the organisation have workplace contracts or other arrangements to be used in the performance of this contract? (if yes, give details)		
4 Does the organisation have contingency plans for maintaining the continuity of the contract in the event of industrial disruption or industrial action?		
5 Does the organisation have procedures for assessing subcontractor's compliance with workplace/industrial relations and employment obligations? (if yes, give details)		
6 Does the organisation have effective measures to co-ordinate relationships between subcontractors, other contractors and unions or employee representatives? (if yes, give details)		
7 Have you had a workplace or industrial dispute that has resulted in lost time in the last 12 months? (if yes, give details)		
8 Do you have a current workplace or industrial dispute that may affect this contract? (if yes, give details)		

SECTION D - CONTRACT DOCUMENT

THIS AGREEMENT is made BETWEEN

3.1 PART ONE: PARTIES AND SERVICES PARTICULARS

THE PARTIES AND THEIR ADDRESS FOR NOTICES:	
ITEM 1 - CITY OF LAUNCESTON	
Address for notices:	PO Box 396 Launceston TAS 7250 kellie.graham@launceston.tas.gov.au
ABN	A.B.N. 73 149 070 625
Contact Person Name and/or Title:	Scott Miller Road Services Supervisor
Telephone:	6323 3543
Email:	scott.miller@launceston.tas.gov.au
ITEM 2 - CONTRACTOR DETAILS	
See Section C Schedule 2	
ITEM 3 - SERVICE SPECIFICATIONS	
See Section B	
WHEN THE CONTRACT STARTS AND FINISHES	
ITEM 4 - DATE OF COMMENCEMENT	1 st October 2017
ITEM 5 - DATE OF COMPLETION OR TERM	2 year Contract with the option of a further 2 years at the sole discretion of the City of Launceston
PAYMENT	
ITEM 6 – CONTRACT SUM	The amounts in Section C Schedule 2
ITEM 7 –PAYMENT METHOD	Refer to Clause 5
ITEM 8 - RATE REVIEW DATE AND METHODOLOGY	NA
RISK AND INSURANCE	
ITEM 9 - CONTRACTOR'S SECURITY	NA
ITEM 10 - DEFECT LIABILITY PERIOD	A period of 2 weeks
ITEM 11 – INSURANCE REQUIREMENTS	See Section C Schedule 3
ITEM 12 – LIABILITY CAP AMOUNT	NA
ITEM 13 - RELEVANT COUNCIL POLICIES	The contractor will adhere to the advised policies and core values of the City of Launceston.

**3.2 PART TWO: CITY OF LAUNCESTON SERVICE AGREEMENT STANDARD TERMS
DEFINITIONS**

In this Section D:

"City of Launceston" means the Launceston City Council (trading as the "City of Launceston")

"Contract" means this agreement and includes the following parts, which will take precedence in the following order:

- (a) Special Conditions;
- (b) Part One - Reference Schedule;
- (c) Amendments to the RFQ;
- (d) This RFQ inclusive of Sections A, B, C, & D.
- (e) (e)Part Two - City of Launceston Standard Contract Terms and any other schedules and attachments.

"Contractor" means the party who submitted the Request for Quotation

"Contract Sum" means the amount shown in Item 6 of the Reference Schedule.

"Defect Liability Period" as stated in Item 10.

"GST" means the tax provided for under A New Tax System (Goods and Services Tax) Act 1999.

"Insurance Requirements" mean the minimum insurances described at Item 11 of the Reference Schedule

"IP" means the intellectual property rights attached to data, documents, trade secrets, trademarks, designs, patents and other such rights.

"Laws and Policies" means any statute, regulation, ordinance, permit, Australian Standard, licensing requirement, or other lawful requirement imposed by any competent authority. It also includes any notified City of Launceston internal policy.

"Payment Method" means the process described in Item 7 of the Reference Schedule.

"Request for Quotation" (RFQ) means the whole of document, sections A, B, C, & D.

"Services" means the goods and services ordered by the City of Launceston from the Contractor as described in the Request for Quotation.

"WHS Incident" means a death, serious injury, illness, dangerous incident, or near miss that arises out of the conduct of the Services whether or not it is reportable to the relevant workplace health and safety regulator.

Workplace Health and Safety Management System, means a system for the management of workplace health and safety that complies with relevant Laws and Policies and the documents attached at Appendix 1.

1. PROVISION OF SERVICES

The Contractor agrees to provide the Services for and within any time limit specified in the Contract.

2. PAYMENT

- (a) In consideration for the Contractor providing the Services and the Deliverables in accordance with this Contract, the City of Launceston agrees to pay the Contract Sum in accordance with the Payment Method.

- (b) All costs included within this Contract are fixed and variations to pricing are not permitted.
- (c) No separate claims are to be made for travel, accommodation expenses, meals, or similar incidentals.

3. TERMS OF PAYMENT

The standard terms of payment of the Contractor's invoice will be

- (a) Within 30 days from the date of receipt of a fully compliant invoice from Contractor, which shall include a reference to the specific City of Launceston purchase Order and/or contract number; acceptance of the Services by the City of Launceston in accordance with this Contract.
- (b) Payment may be made by:
 - (i) transfer of funds into the Contractor's nominated bank account, or
- (c) Without prejudice to any other remedy, the City of Launceston may reduce any payments by the amount of the Contractor liability to the City of Launceston for any costs, charges, damages or expenses arising under this Contract.
- (d) The Contractor must be registered for GST.
- (e) Unless stated otherwise, all prices stated in the Contract are inclusive of GST.

4. SECURITY

If Contractor's Security is required by the City of Launceston

- (a) It is a condition precedent to this contract that the Security Deposit equal to the amount specified in Item 9 is provided to the City of Launceston prior to Date of Commencement.
- (b) The Contractor's Security provided by the Tenant must be provided in the form of a bank guarantee with an institution and on terms that are acceptable to the City of Launceston. The term of the bank guarantee must be for at least the Term of the Contract plus the Defect Liability Period.
- (c) The City of Launceston may use the Contractors Security to pay any sums due under the Contract, or to recover any cost, damages or liability arising from the Contractor's breach of the Contract.

5. CONTRACTOR'S WARRANTIES.

The Contractor warrants that the Services will:

- (i) be provided to a standard that is in accordance with this Contract;
- (ii) represent good industry practice when compared to services of a similar kind.
- (iii) employ properly maintained and managed plant and equipment that is suitable for the Services.
- (iv) at all times be performed by personnel that are, suitably skilled, qualified, licensed, supervised and equipped, services to the extent needed to remedy any breach.

6. ASSIGNMENT

This Contract is not to be assigned, or the Services subcontracted, without the approval of the City of Launceston.

7. WORKPLACE HEALTH AND SAFETY

The Contractor is to create and implement a Workplace Health and Safety Management System that is suitable for the Services in the opinion of City of Launceston.

8. LIABILITY

To the maximum extent permissible by law,

- (a) the liability of the City of Launceston, in addition to any other remedy that the City of Launceston may have against the Contractor, the Contractor must indemnify and keep indemnified the City of Launceston from and against any cost, liability, loss or damage of any kind arising directly or indirectly from any loss or damage arising out of, or in connection with, any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind whatsoever caused or contributed to by the Services;
- (b) The Contractor's liability will be reduced proportionally by the extent that a negligent act or omission of the City of Launceston, its employees or agents has contributed to the loss, damage, expense, injury, illness, death or other liability.
- (c) in any event the liability of the City of Launceston is capped at the amount shown in Item 12.

9. INSURANCE

- (a) Unless otherwise agreed in writing, the Contractor must effect and maintain the insurances in accordance with the Insurance Requirements, from the commencement of the Contract until the expiry of the Contract or any Defect Liability Period.
- (b) When required to do so, the Contractor must provide the City of Launceston with a copy of any insurance documentation
- (c) The Contractor must notify the City of Launceston immediately of any expiry of, or change to, any of the Contractor's insurance policies.
- (d) If the Contractor does not effect and adequately prove their compliance with the Insurance Requirements, in addition to any other remedy which the City of Launceston may have, City of Launceston may effect insurance policies that meet the Insurance Requirements at the cost of the Contractor.

10. IP RIGHTS AND PRODUCT WARRANTIES

- (a) Where IP is created under this Contract, or the City of Launceston provides the Contractor with access to City of Launceston IP, all such rights to this IP become or remain the property of the City of Launceston.
- (b) The Contractor must do anything reasonably necessary to preserve and secure the City of Launceston's right, title and interest in the IP;
- (c) Where the Contractor obtains from a third party a warranty in relation to any of the Deliverables, the Contractor must ensure that the City of Launceston benefits from that warranty held by the Contractor or its subcontractors.

11. DEFAULT

- (a) If the Contractor breaches the Contract, then City of Launceston may give the Contractor a written notice setting out the nature of the breach ("Notice of Breach"). The Contractor shall have 21 days after the date of the Notice of the Breach to rectify the breach.
- (b) It is a fundamental breach of this Contract by the Contractor, giving the City of Launceston the right to terminate the Contract if, the breach has arisen from,
 - (i) a serious WHS Incident that is most likely to have been caused by the Contractor's negligence;
 - (ii) failure to prepare or manage an adequate Workplace Health and Safety Management System;

- (iii) failure to fully participate in a WHS incident investigation, or a City of Launceston audit;
- (iv) conduct that is illegal;
- (v) likely financial mismanagement or fraud;
- (vi) failure to remedy a breach within 7 days of a Notice of Breach.
- (vii) consistently (2 months or more) failing to meet the service specifications in Section B.

12. DEFECT LIABILITY

- (a) Without prejudice to any other remedies that City of Launceston may hold, the Contractor shall be responsible to the City of Launceston, at the Contractor`s cost, for the repair and replacement of any defect in the Services for the Defect Liability Period.
- (b) During the Defect Liability Period, the Contractor must, at the City of Launceston`s direction and within the time reasonably directed by the City of Launceston:
 - (i) repair or, at the City of Launceston`s option replace any defective Services.
 - (ii) re-supply or make good any defective Services; or
 - (iii) reimburse the City of Launceston for any expenses the City of Launceston incurs in making good
 - (iv) any defects in Services.
- (c) The City of Launceston may exercise its rights under this clause even if the City of Launceston has accepted or paid for any Services,
- (d) Any repaired or replacement Services will be subject to the same warranty and Defect Liability Period as the original Services, from the date of repair or replacement.

13. DISPUTE RESOLUTION

- (a) If any dispute arises in relation to this Contract (“Dispute”), then either party may give the other party a written notice setting out the nature of the dispute (“Notice of Dispute”).
- (b) Each party’s representative(s) must meet within 14 days after the date of receipt of the Notice of the Dispute to seek to resolve the dispute in good faith.
- (c) Where the Dispute is not resolved within 14 days of it being referred for resolution, the Dispute may be referred for arbitration or mediation with the agreement of both parties.
- (d) The parties are not to commence litigation while a Dispute is being dealt with in accordance with this clause.

14. CONFIDENTIALITY

The Contractor must keep confidential any information obtained during the performance of this Contract except for disclosure that is:

- (a) essential for the performance of the Contract obligations;
- (b) with the written approval of the City of Launceston;
- (c) required by law; or
- (d) to a professional adviser in the ordinary course of business, if the adviser agrees to comply with the obligations of this clause.

15. GENERAL CONDITIONS

- (a) Unless agreed otherwise in writing, the Contract is a record of the entire agreement between the parties.
- (b) A reference to '\$' or an amount of money shall be a reference to that amount in Australian dollars.
- (c) Any notice or other communication to be given by a party to another party under this Contract must:
 - (i) be in writing; and
 - (ii) be left at or sent by post to the address set out in this Contract; or
 - (iii) be sent by email; and
 - (iv) is deemed to be served:
 - (1) on the day of delivery; or
 - (2) after 3 days (if sent within Australia) or 7 days (if sent outside Australia) after the date of posting; or
 - (3) on the date recorded as the transmission date if sent by email during business hours; or the next business day if otherwise.
- (d) The Contractor shall comply with any of the City of Launceston's reasonable instructions including supplying necessary documents, obeying signs, conducting site inductions and safety assessments, reporting WHS Incidents, and cooperating with the City of Launceston safety or fraud investigations.
- (e) Nothing in this agreement shall be construed as creating a relationship in the nature of employment, partnership or joint venture.
- (f) If any clause or part of a clause is rendered void or voidable or unenforceable, then that clause or part of the clause shall be severed from the balance of this Contract without affecting the validity of the remaining provisions.
- (g) This Contract is subject to the laws of Tasmania.
- (h) Any variations to the agreed contract must be in writing and signed by duly authorised representatives of both parties

DEED OF EXECUTION

Note: Not to be completed until the Supplier is notified that they have been successful and are invited to contract, see Section A.

Executed as an AGREEMENT is made this day of 2017

Signed by an authorised representative of)
CITY of LAUNCESTON)
)

Name:

Position:

SIGNED by the Contractor)
or their authorised representative)
)

Appendix 1

Workplace Health and Safety Requirements

(a) Contractors Safety Policy including,

The Contractor will provide a Contractor's Safety Policy document, which must include,

- (i) the duties of any person holding a responsibility under workplace health and safety legislation or standards.
- (ii) Safety procedures
- (iii) Safe Work Method Statements
- (iv) Risk Assessment Policy
- (v) Summary of any past breaches of workplace legislation that resulted in official warnings, fines or prosecution

(b) Induction

Where contractor is in control and management of a worksite they are to take adequate steps to familiarise themselves with the site and undertake any City of Launceston induction and site orientation exercise that might be required.

(c) Site Safety

Worksite safety documentation including, safety procedures, permits for work, but not limited to, Safe Works Methods Statements and similar legislative requirements are to be completed and maintained in accordance with all the relevant acts and Australian codes of practice.

All reasonable precautions such as suitable site supervision and management arrangements, suitability and compliance of plant and equipment, signage, barriers and the like to be provided to safeguard the public and employees.

(d) Plant Equipment and Other Items

The Contractor shall ensure that its plant equipment and other items are properly maintained and/or repaired such that they are available to operate or use in an efficient, effective and safe manner at all times through the duration of the Works/Services.

For the Works and/or Services to be performed at the site, the Contractor shall ensure that its plant, equipment and other items

Unless agreed otherwise, are loaded and unloaded as necessary and otherwise transported to the required work site.

Are registered and insured against loss or damage to third parties;

"Tools of Trade" are noted on appropriate insurance Certificate of Currency

(e) Traffic Control at Worksite

Where a Contractor may be required to work in or alongside a road, suitable plans must be implemented to conform to applicable legislative standards and codes of practice, and appropriately supervise and manage the implementation of those plans.

(f) Protective Clothing suitable for the Services

The Contractor shall ensure that protective clothing is worn and meets all of the relevant legislation and standards considering the nature of the Services. All such costs will be borne by the Contractor.

(g) Notification of an Incident and Audits

The Contractor shall manage and report any workplace incidents in accordance with the Contractors Workplace health and Safety Management System. In addition the contractor is required to promptly notify the City of Launceston of any incidents.

The Contractor will fully participate in a WHS Incident investigation, or a City of Launceston safety audit.