

CEO ATTACHMENT BOOKLET FOR ORDINARY COUNCIL MEETING

15 February 2023 at 5:00pm

INDEX

11.1.1 Drill Site Camp application	•
11.1.2 Copy of received submissions	21
11.1.3 Schedule of Submissions	37
11.2.1 Map of building incentive scheme lots	46
11.3.1 Request for Tender Documentation	47
11.3.2 Confidential – Evaluation Report circulated as a separate confidential attachment as per	
s.5.23(2) (c) and (e)	





20 Walters Dr, Osborne Park, WA 6017 Locked Bag 13, Osborne Park, WA 6017 **P** +61 8 9329 3600 **F** +61 8 9329 3601

Thursday, January 5, 2023

Shire of Mingenew 21 Victoria Street, Mingenew, Western Australia 6522

Attention: Maurice Battilana

Dear Maurice,

RE: PLANNING APPLICATION FOR THE RIG SITE CAMP ASSOCIATED WITH THE ENERGY RESOURCES LIMITED LOCKYER-3 EXPLORATION DRILLING PROGRAM

Please find attached a planning application for the installation and operation of a rig camp site that will be utilized to support the upcoming Lockyer-3 exploration drilling program for Energy Resources Limited (ERL) within Petroleum Licence EP368 managed under the *Petroleum and Geothermal Energy Resources Act 1967*. The drilling activities are expected to commence in October 2023 although may be delayed until November 2023 based on potential variations to the current rig schedule.

Once drilling activities have commenced, they will be conducted continuously on 24-hour basis with two crews working back-to-back on 12-hour shifts. The rig site camp is planned to accommodate up to six (6) persons with an option for an additional two (2) persons, that are required on-site at the drilling rig for the duration of the drilling activity. There will be up to 22 additional non-accommodated personnel on site during each 12-hour shift.

The drilling program is temporary in nature and planned to be completed within 60 days for each well, however there may be a requirement (over a period of up to 2 years) for various short-term maintenance or well testing activities to be completed. These activities may require accommodation on site but would also be temporary in nature.

The rig site location map is provided as Attachment 1 and will be accessed via Burma Road and Strawberry North East Road (off Midlands Road). The rig site camp will be installed within the first five days of the drilling activity and will be conducted in conjunction with the installation of the drilling rig. The rig site equipment layout is provided as Attachment 2. The modular camp units will be transported to the site utilizing semi-trailers or winch trucks. Nine trailer loads will be required to transport the rig camp and associated equipment to the site.

The rig camp location is not within close proximity to any residential dwellings with the distance to the nearest residential dwelling being several kilometres. At the rig site camp, there will be no food preparation facilities (this will be conducted off site at the main camp).

The following information has been provided as attachments to the completed Development Application Form:

- ▶ Attachment 1: Site location showing the exploration well location with regards to the lot boundaries and lot area.
- Attachment 2: A site layout schematic that provides an indication of where the accommodation units will be situated with regards to additional key drilling rig infrastructure and wellsite boundaries.
- ▶ Attachment 3: A compilation of information regarding the rig site camp with plan views, dimensions and images associated with the temporary building structures.
- ▶ Attachment 4: The completed ATU applications, information and manual associated with the ATU system.

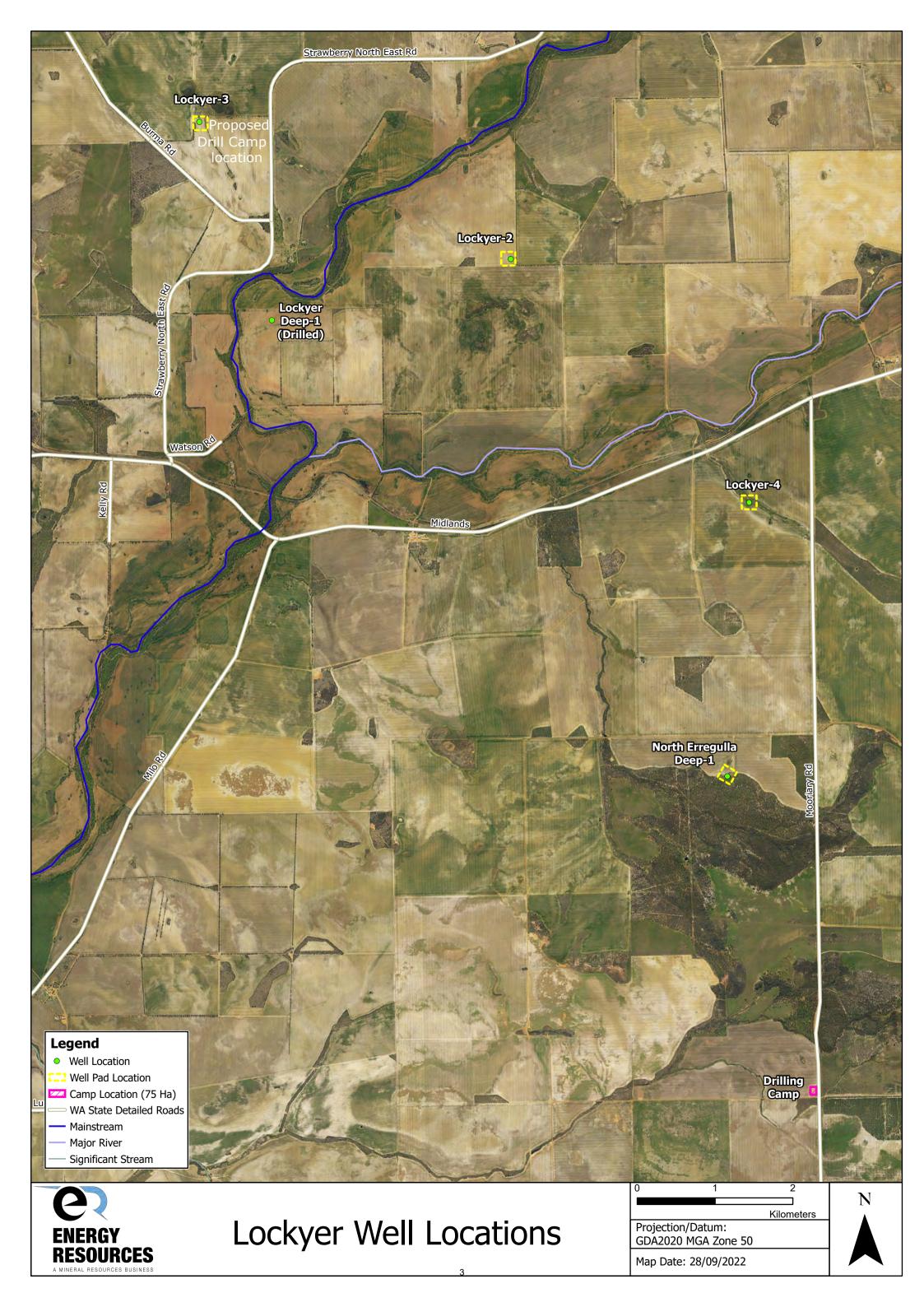
This information has been collated and submitted for and on behalf of Energy Resources Limited.

Yours sincerely,

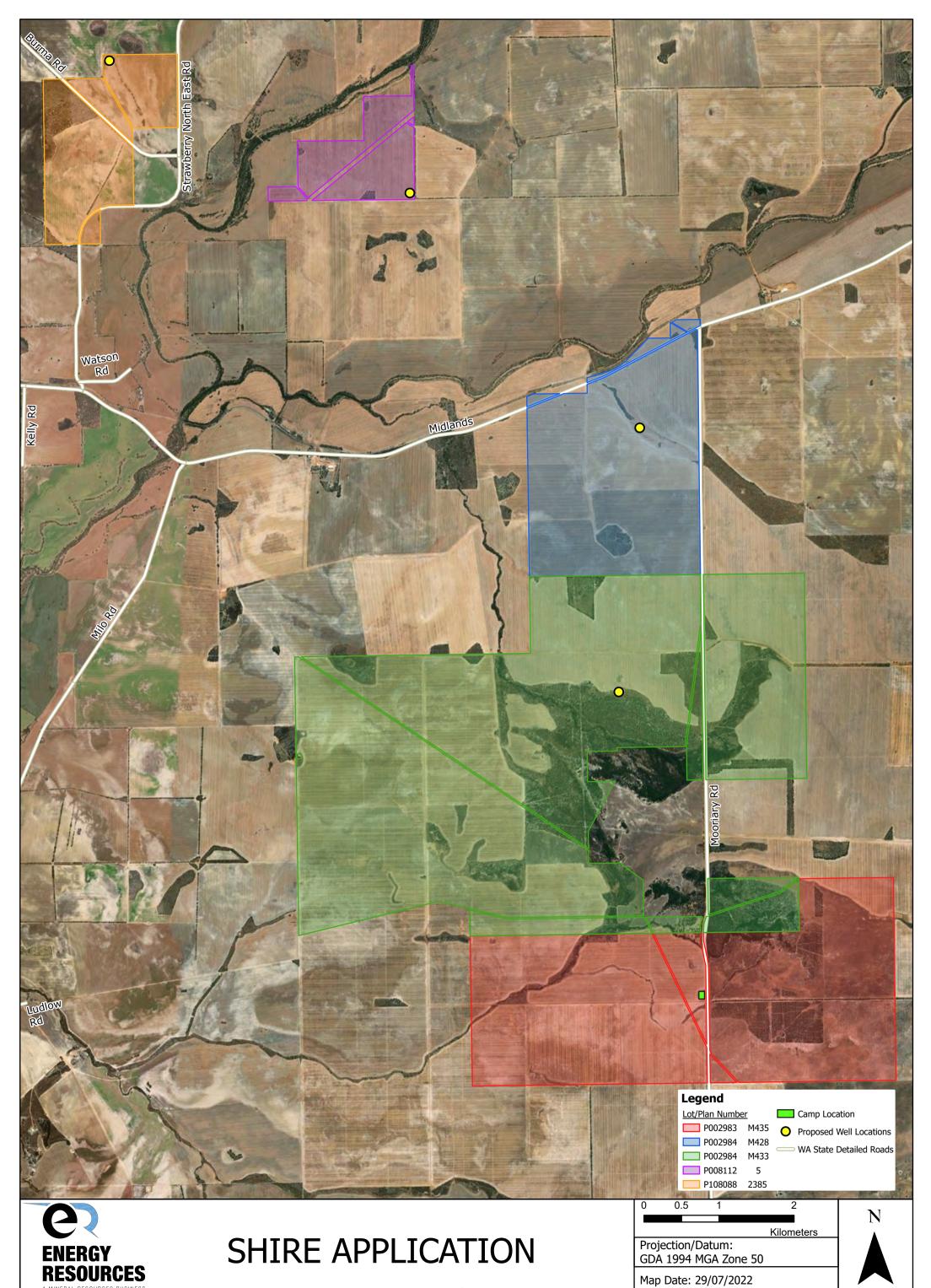
Darrell Girgenti

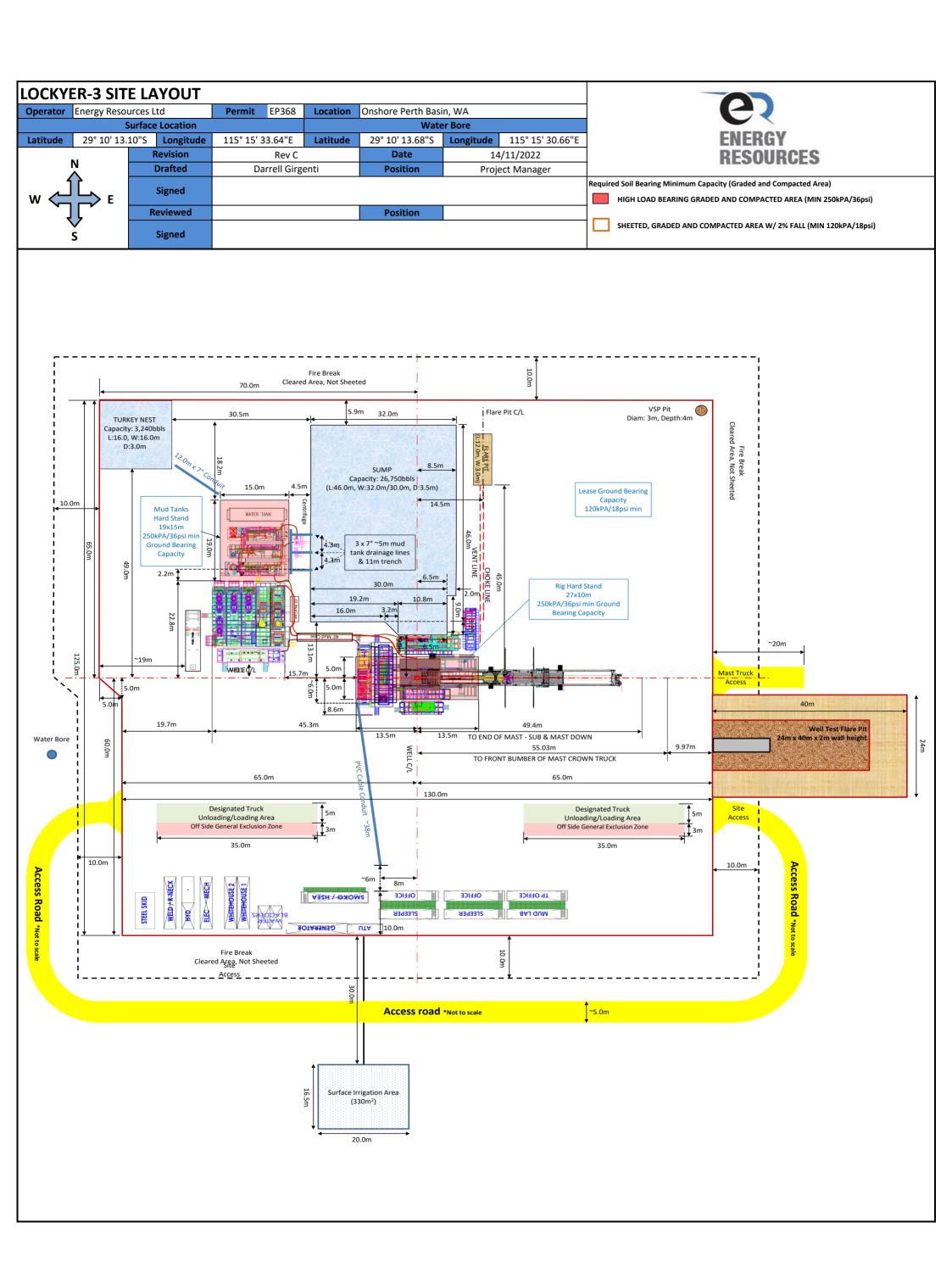
Project Manager

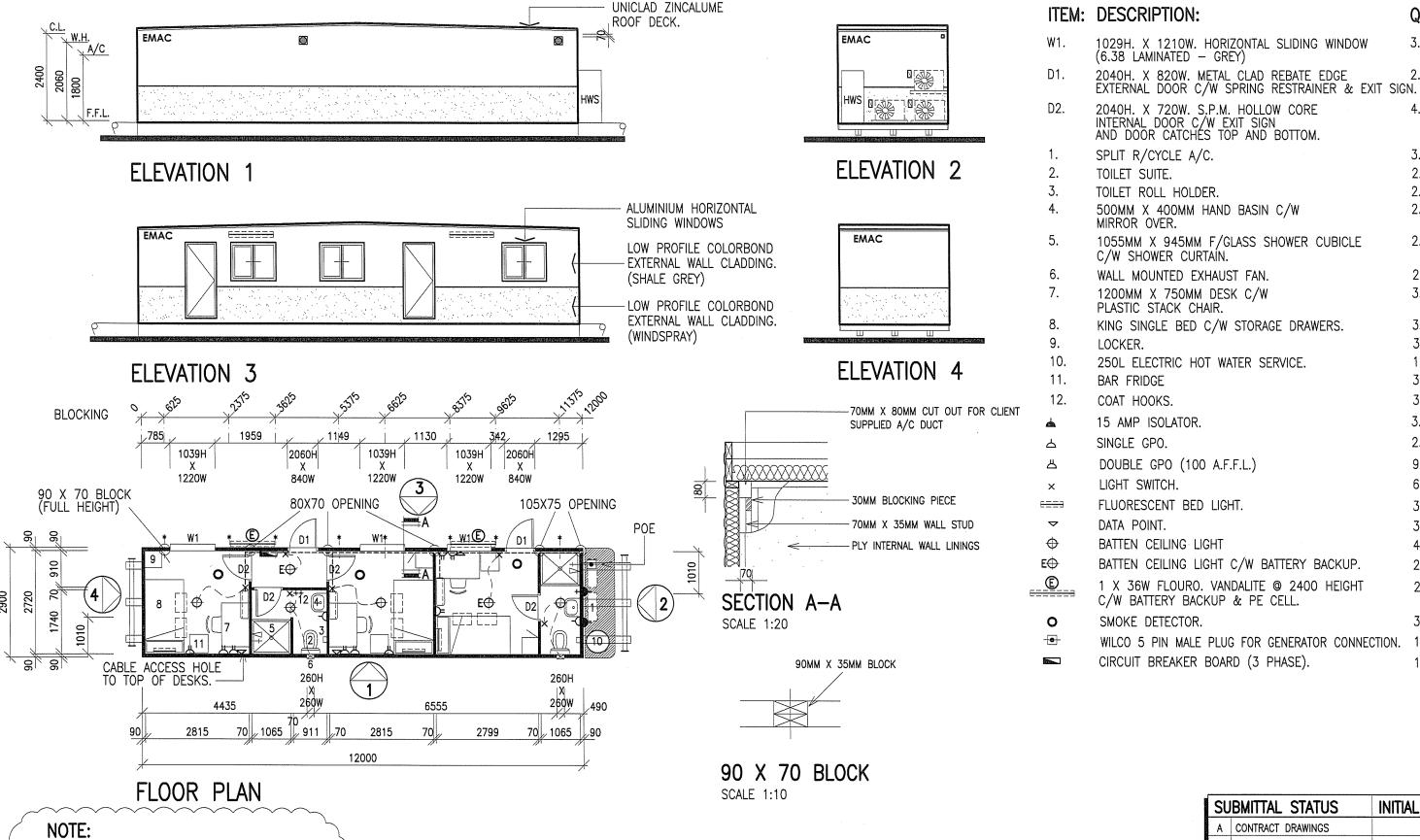
Energy Resources Limited











	COAT HOOKS.		3.		
	15 AMP ISOLATOR.		3.		
	SINGLE GPO.		2,		
	DOUBLE GPO (100 A	A.F.F.L.)	9.		
	LIGHT SWITCH.	•	6.		
	FLUORESCENT BED L	IGHT.	3.		
	DATA POINT.		3.		
	BATTEN CEILING LIGH	T	4.	•	
	BATTEN CEILING LIGH	T C/W BATTERY BACKUP.	2.		
3		ANDALITE @ 2400 HEIGHT	2.		
	SMOKE DETECTOR.		3.		
		LUG FOR GENERATOR CONNE	CTION. 1.		
	CIRCUIT BREAKER BO		1.		
	_				
		SUBMITTAL STATUS	INITIAL	DATE	
		A CONTRACT DRAWINGS			
	Y year	B BILL OF MATERIALS			
	<u> </u>	C ISSUE FOR PURCHASING			
		D ISSUE FOR PRODUCTION			
		E RELEASE FOR DELIVERY			
	2 2 2 2 2 3	F APPROVED BY MANAGER	en Restrant de la Latin de la Colonia de	anicae manan	107(e)
061 11	5 133	DWG NO: 3 PERS LQ	SHEET: 1	0F 1	Ī

QTY:

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CLIENT:

ENSIGN INTERNATIONAL

P.E. CELL.

SALES ORDER NO: -

1. ALL DOORS TO HAVE STICK ON REFLECTIVE EXIT SIGNS ON INSIDE FACE OF DOOR. 2. ALL EXTERNAL LIGHTS TO BE ON SAME

PROJECT: 12.0M X 2.9M

3 PERSON LIVING QUARTERS

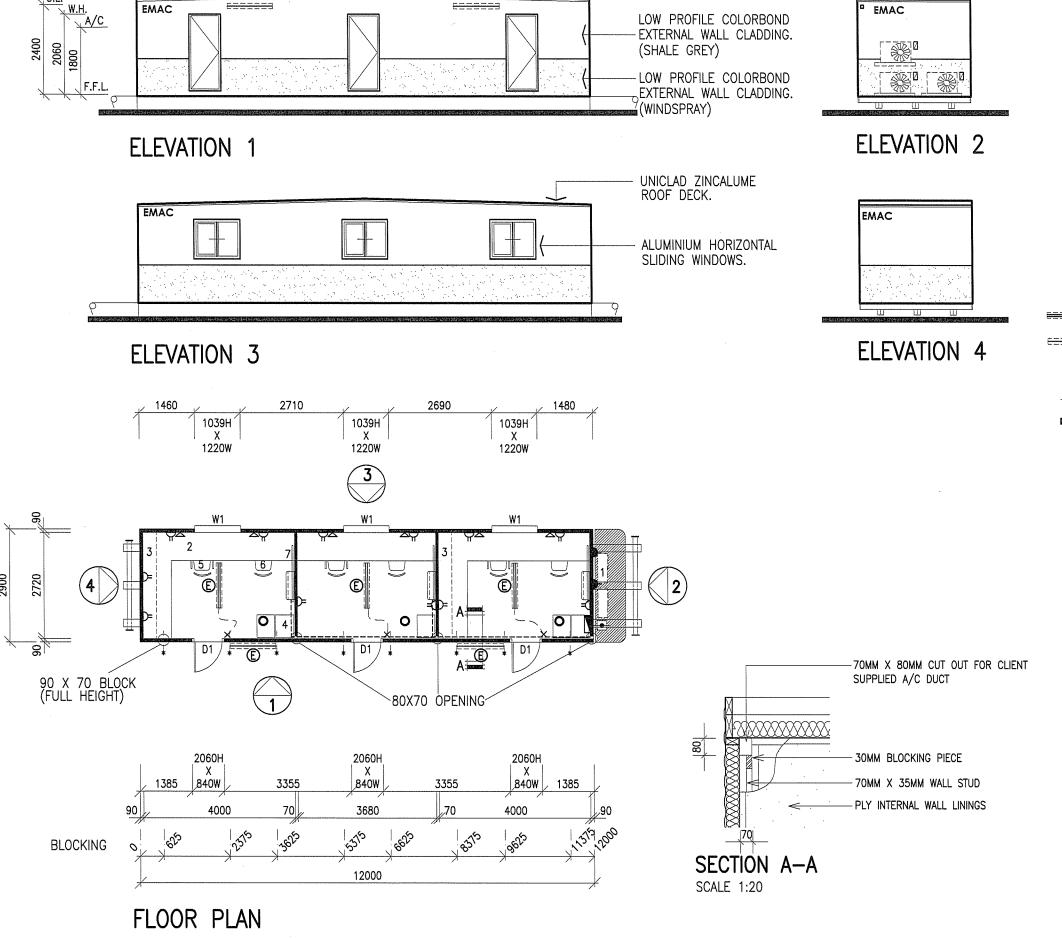
SERIAL NO: -

SITE: EX PLANT



KARYDAV PTY. LTD. A.C.N. 06 1253 MAIN NORTH ROAD, PARA HILLS WEST, SOUTH AUSTRALIA 5096 P.O. BOX 46, PARA HILLS PH: (08) 8260 4866 FAX: (08) 8349 6273 BUILDERS LICENCE NO. GL 102757

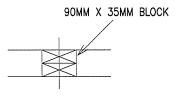
DWG NO: 3 PERS LQ		SHEET: 1	OF 1
SCALE: 1:100		DATE: 5,	/03/10
DRAWN: JR	CHECK: TS	REV	6



ITEM:	DESCRIPTION:	QTY:
W1.	1029H. X 1210W. HORIZONTAL SLIDING WINDOW (6.38MM LAMINATE — GREY)	3.
D1.	2040H. X 820W. METAL CLAD REBATE EDGE EXTERNAL DOOR C/W SPRING RESTRAINER & EXIT SIG	3. N.
1.	SPLIT R/CYCLE A/C.	3.
2.	FULL WALL 750MM DEEP DESK.	5.
3.	BOOK SHELF OVER DESK C/W BRACKETS UNDER.	2.
4.	4 DRAW FILING CABINET.	5.
5.	TYPIST CHAIR WITH ARMS.	3.
6.	TYPIST CHAIR NO ARMS.	3.
7.	1000H X 1500W WHITEBOARD	3.
<u> </u>	15 AMP ISOLATOR.	3.
_	DOUBLE GPO.	12.
×	LIGHT SWITCH.	3.
ightharpoons	DATA POINT.	6.
(E)	2 X 36W. DIFFUSED FLUORO C/W BATTERY BACKUP.	3.
©	1 X 36W FLOURO. VANDALITE @ 2400 HEIGHT C/W BATTERY BACKUP & PE CELL.	2.
0	SMOKE DETECTOR.	3.
•	WILCO 5 PIN MALE PLUG FOR GENERATOR CONNECTION.	1.
	CIRCUIT BREAKER BOARD (3 PHASE).	1.

NOTE:

- 1. ALL DOORS TO HAVE STICK ON REFLECTIVE EXIT SIGNS ON INSIDE FACE OF DOOR.
- 2. ALL EXTERNAL LIGHTS TO BE ON SAME P.E. CELL.



90 X 70 BLOCK

SCALE 1:10

SU	BMITTAL STATUS	INITIAL	DATE
Α	CONTRACT DRAWINGS		
В	BILL OF MATERIALS		
С	ISSUE FOR PURCHASING		
D	ISSUE FOR PRODUCTION		
Ε	RELEASE FOR DELIVERY		
F	APPROVED BY MANAGER		

CLIENT:

ENSIGN INTERNATIONAL

PROJECT: 12.0M X 2.9M 3 ROOM OFFICE

SITE: EX PLANT

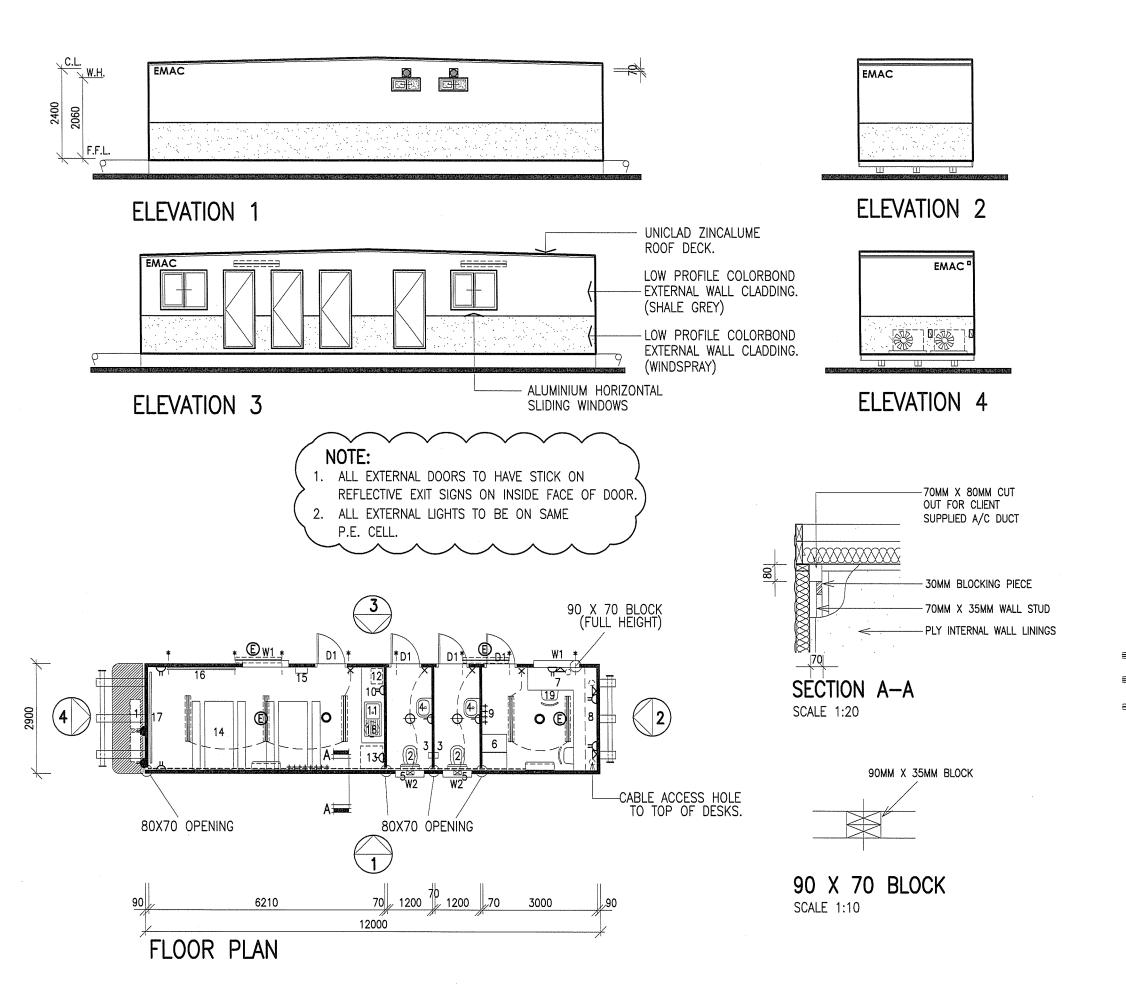


KARYDAV PTY. LTD. A.C.N. 061 115 133 1253 MAIN NORTH ROAD, PARA HILLS WEST, SOUTH AUSTRALIA 5096 P.O. BOX 46, PARA HILLS PH: (08) 8260 4866 FAX: (08) 8349 6273 BUILDERS LICENCE NO. GL 102757

DWG NO: 3	SHEET: 1	OF 1	
SCALE: 1:100		DATE: 5,	/03/10
DRAWN: JR CHECK: TS		REV	0

SALES ORDER NO: -

SERIAL NO: -



ITEM:	DESCRIPTION:	QTY:
W1.	1029H. X 1210W. HORIZONTAL SLIDING WINDOW (6.38 LAMINATED — GREY)	2.
W2.	350H. X 750W. ALUMINIUM SLIDING WINDOW. (OBSCURE GLAZING)	2.
D1.	2040H. X 820W. METAL CLAD REBATE EDGE EXTERNAL DOOR C/W SPRING RESTRAINER & EXIT SIG	4. N.
1.	SPLIT R/CYCLE A/C.	2.
2.	TOILET SUITE.	2.
3.	TOILET ROLL HOLDER.	2.
4.	500MM X 400MM HAND BASIN C/W MIRROR OVER.	2.
5.	WALL MOUNTED EXHAUST FAN.	2.
6.	4 DRAW FILING CABINET.	2.
7.	750MM DEEP DESK UNIT C/W CABLE ACCESS HOLES.	1.
8.	SHELVING OVER DESK (AS PER DETAIL).	1.
9.	COAT HOOKS.	12.
10.	LAMINATED CUPBOARD UNIT.	1.
11.	900MM S/STEEL INSET SINGLE BOWL SINK.	1.
12.	CHILLER/BOILER UNIT.	1.
13.	380L FRIDGE.	1.
14. 15.	TABLE AND BENCHES (SCREWED TO FLOOR).	2. 1.
15. 16.	FIRST AID BOX. 1000 X 1800 WHITE BOARD.	1.
17.	1000 X 1000 WHITE BOARD.	1.
18.	50L UNDERBENCH HOT WATER UNIT.	1.
19.	CLERICAL CHAIR.	2.
Å	15 AMP ISOLATOR.	2
占	SINGLE GPO.	3.
丛	DOUBLE GPO (100 A.F.F.L.)	6.
×	LIGHT SWITCH.	4.
\oplus	BATTEN CEILING LIGHT	2.
	2 X 36W. DIFFUSED FLUORO.	3.
Ē	2 X 36W. DIFFUSED FLUORO C/W BATTERY BACKUP.	2.
Ē	1 X 36W FLOURO. VANDALITE @ 2400 HEIGHT C/W BATTERY BACKUP & PE CELL.	2.
0	SMOKE DETECTOR.	2.
•	ELECTRICAL POINT OF ENTRY (TBA).	1.
	CIRCUIT BREAKER BOARD (3 PHASE).	1.

The second	SU	BMITTAL STATUS	INITIAL	DATE
2022238	A CONTRACT DRAWINGS			
	В	BILL OF MATERIALS		
	С	ISSUE FOR PURCHASING		
- Action of the Control	D	ISSUE FOR PRODUCTION		
200	Ε	RELEASE FOR DELIVERY		
	F	APPROVED BY MANAGER		

CLIENT:

ENSIGN

SALES ORDER NO: -

INTERNATIONAL

PROJECT: 12.0M X 2.9M

OFFICE/TOILET/LUNCHROOM

SITE: -

SERIAL NO: -



KARYDAV PTY. LTD. A.C.N. 061 115 133 1253 MAIN NORTH ROAD, PARA HILLS WEST, SOUTH AUSTRALIA 5096 P.O. BOX 46, PARA HILLS PH: (08) 8260 4866 FAX: (08) 8349 6273

BUILDERS LICENCE NO. GL 102757

DWG NO: OF	F/TOI/LNCH	SHEET: 1	OF 1
SCALE: 1:	:100	DATE: 5,	/03/10
DRAWN: JR	CHECK: TS	REV	0

CERTIFIED A.PRESCOTT RP-16002 A Great



Proudly owned, designed and manufactured by Suncoast Waste Water Management

Technical Specifications OZZI KLEEN Sewage Treatment Systems SK20A-G



1. DESIGN CAPACITY

The design capacity of the SK20A-G treatment plant is 4,000L per day, producing advanced secondary effluent quality as specified below.

2. DESIGN PARAMETERS

The performance of the OZZI KLEEN SK20A-G Sewage Treatment Plant will achieve advanced effluent quality provided the incoming wastewater parameters meet the following characteristics:

Sewage Inlet

Parameter	Unit	Influent	Advanced
Biological Oxygen Demand (BOD5)	mg/L	≤ 350	≤ 10
Total Suspended Solids (TSS)	mg/L	≤ 350	≤ 10
Total Nitrogen	mg/L	≤ 75	≤ 10
Total Phosphorus	mg/L	≤ 15	≤ 5
Faecal Coliforms, FC	cfu/100 mL	-	≤ 10
Chlorine Residual	mg/L	-	0.5 ≤ 2.0
рН		6.0 ≤ 8.5	6.0 ≤ 8.5

3. SERVICE LIFE

The Ozzi Kleen SK20A-G was designed for a minimum service life of 15 years

4. ENGINEERING CALCULATION AND POE

Description	Document No.	Revision
SK20A-G Design Calculation Sheet	OK-SK20A-G-CS	12/11/2020
SK20A-G Power & Operating Cost Estimate	OK-SK20A-G-POE	12/11/2020
SK20A-G Elevation View Drawing	GD-SK20A-G-H06	17/11/2020
SK20A-G Plan View Drawing	GD-SK20A-G-H05	17/11/2020

CERTIFIED A.PRESCOTT RP-16002 AR REF: 1235

Suncoast Waste Water Management

Plant Engineering Calculation Project: Ozzi Kleen SK20A-G

Model	Unit	SK20A-G	Notes
1. Process Design Parameters			
Plant Capacity	EΡ	20	
Hydraulic flow	I/day	4000	
BOD, loading	mg/l	350	
BOD, loading	kg/day	1.4	
Suspended solids loading	mg/l	350	
Suspended solids loading	kg/day	1.4	To all a decided as selfer 0500 to 0000 and
Mixed Liquor Suspended Solids (MLSS)	mg/l	5000	Typical extended aeration: 2500 to 6000 mg/l
Sludge Age	days	40	Typical extended aeration: > 30 days
Flow hours per day - Hydraulic sizing	hi/day	24	
Blower on time per cycle	min	60	
Settling time per cycle	min	30	
Decant time per cycle	min	30	
Total cycle time	min	120	
Number of cycles per day	cycles	12	
Total decanting time per day	min	360	
Total decanting time per day	hr	6	
Total aeration time per day	min	720	
Total aeration time per day	þt	12	
2. Aeration Tank			
1		2	Two DD Tanka CDD approxima
Number of Aeration Tanks Aeration Tank outside diameter		1900	Two RP Tanks, SBR operation
1	mm	1900	
Shell Thickness Aeration Tank inside diameter	mm	1864	
Aeration Tank Inside diameter Aeration Tank top water level	mm	1745	
Aeration Tank top water lever Aeration Tank volume - actual, calculated	htre	8,414	Excluding 4 x ø450 OD tubes volume
Aeration Tank volume per EP actual	III. C	421	Excluding 4 x 9450 OD tabes volume
	:	4 FF A	
Maxinum decant depth	mm	150	
Aeration Tank max. decant volume	intre	723 18%]]
Max. decant volume to daily flow	96	7690	Two cells on same cycling
Aeration Tank minimum working volume	litre	8.6%	
Max. decant ratio	%	0.0%	
Hydraulic Residence Time based on TWL	þ٤	50	24 hours mimimum: Ref: SA Dept. of Health
Hydraulic Residence Time based on BWL	hr	46	
Food to Microbial Mass ratio (F:M Ratio)	g/g.day	0.033	Typical for extended aeration, F:M 0.04 to 0.15
3. Air Flow			
Oxygen demand (kg O ₂ / kg BOD ₅)	kg/kg	2.4	Ref: SA Dept. of Health
BOD, loading	kg/kg kg/day	1.40	mot, an pept, of result
1 · · · · · · · · · · · · · · · · · · ·	kg O ₂ /day	3.4	Ref: SA Dept. of Health
Actual Oxygen demand required	kg Oylday	3.4	ner. 3A Dept. of Health
1 kmol of air at STP occupies:	m³/kmol	22.41	
1 kmol of dry air has mass of:	kg/kmol	28.96	
Gravimetric fraction of Oxygen in dry air	kg/kg	0.2314	
Mass of Oxygen per kmol of air	kg/kmol	6.701	
Mass of Oxygen per m³ of air at STP (dry basis)	kg/m³	0.299	
Inlet air temperature	°C	25	25°C default
Inlet air relative humidity	%	70	
Inlet air temperature	К	298.15	
Standard air temperature	°C	0	
Standard air temperature	K	273.15	
Inlet air pressure	bara	1.013	
Saturated vapour pressure at inlet conditions	bara	0.032	0.03166 for 25°C. 0.04242 for 30°C

CERTIFIED A.PRESCOTT REF: 1235

1	1 1		1
Blower discharge pressure at TWL	mbar	207	
Blower air flow (FAD) - actual	m³/hr	18	2 Blowers
Blower model	LP150HN	, , ,	2 5.077073
Number of Elastox-T type B diffusers	21 1007.51	4	1
Air flow per diffuser (FAD at suction temperature)	m³/hr	4.50	
All now per direser if Ab at suction temperature,	1 111711	4.50	
Ratio : Actual m ³ (wet basis) per Nm ³ (dry basis)		1.116	
Air flow per diffuser (at STP)	Nm³/hr	4.03	Recommended for Elastox-T: 2 to 6 Nm³/h
Elastox-T diffuser Oxygen transfer (from	g O ₂ /m Nm³	22	
Diffuser immersion depth at TWL	m	1.545	
Diffuser Oxygen transfer at immersion depth	g O ₂ /Nm³	33.99	
Oxygen transfer per diffuser	g O ₂ /hr	137.06	
Oxygen transfer, all diffusers	kg O₂/nr	0.55	
Oxygen transfer, all diffusers - daily basis at TWL	kg O₁/day	6.6	
Standard Oxygen transfer efficiency (wet basis)	%	12.7	
4. Chlorine Contact Tank		10	Desert an arrange flavoration 400% arrange
Decanting flow rate	i/min	16	Based on average flow plus 40% margin
Decanting flow rate	m³/hr	0.9	
Minimum CI contact time	min	30	
Minimum CI contact time Minimum CI contact tank volume required	litre	467	
Number of Contact Tanks	""	2	
Contact Tank outside diameter	mm	450	
Shell Thickness	mm	10	
Contact Tank inside diameter	mm	430	
Contact Tank Inside diarrietei	mm	1745	
Contact Tank volume - calculated	litre	507	
CI contact time - actual	min	33	
Ci contact anno actual	17,41	30	
Chlorine tablet comsuption			
dosage rate	mg/L	10	-
daily tablet consumption	kg/d	0.04	†
min. storage - 3 months	kg kg	3.64	
number of tablets (200 g/ea) - 3 months	no.	18	
3,			
5. Waste Sludge Tank			
Sludge oxidation ratio	40 1	40	
Sludge D.S. wastage based on SS loading	kg/day	0.035	
Wet sludge solids content in sludge tank	%DS	1	
Wet sludge mass to be wasted	kg/day	3.5	
Wet sludge volume wasted where SG = 1	l/day	3.5	
Deviced between tents do alsolates	al no.	00	
Period between tank de-sludging	day	90	
Mınımum sludge tank volume required	litre	315	
Number of Sludge Tanks		2	
Sludge Tank outside diameter	mm	450	
Shell Thickness	mm	10	
Sludge Tank inside diameter	mm	430	
Sludge Tank top water level	mm	1900	
Sludge Tank volume - calculated	litre	552	
Period between de-sludging - actual	day	158	
6. Alum Dosing System (SK20A / A-G Oi	ŅLY)		
Dosage rate	mg/L	30	
Daily alum consumption	kg/d	0.12	
Percentage of alum solution	%	20	
Daily alum consumption at 20% solution:	kg/d	0.6	
Daily alum consumption at 20% solution:	L/d	0.53	
Dosing rate per inflow at 20% solution	ml/m³	133	
Chemical tank volume	litre	80	
Minimum refill period of Alum	days	150	

CERTIFIED A.PRESCOTT
RP-16002 REF: 1235

Suncoast Waste Water Management

AWTS Process Design Parameters for Power Utilisation

Project: Ozzi Kleen SK20A-G

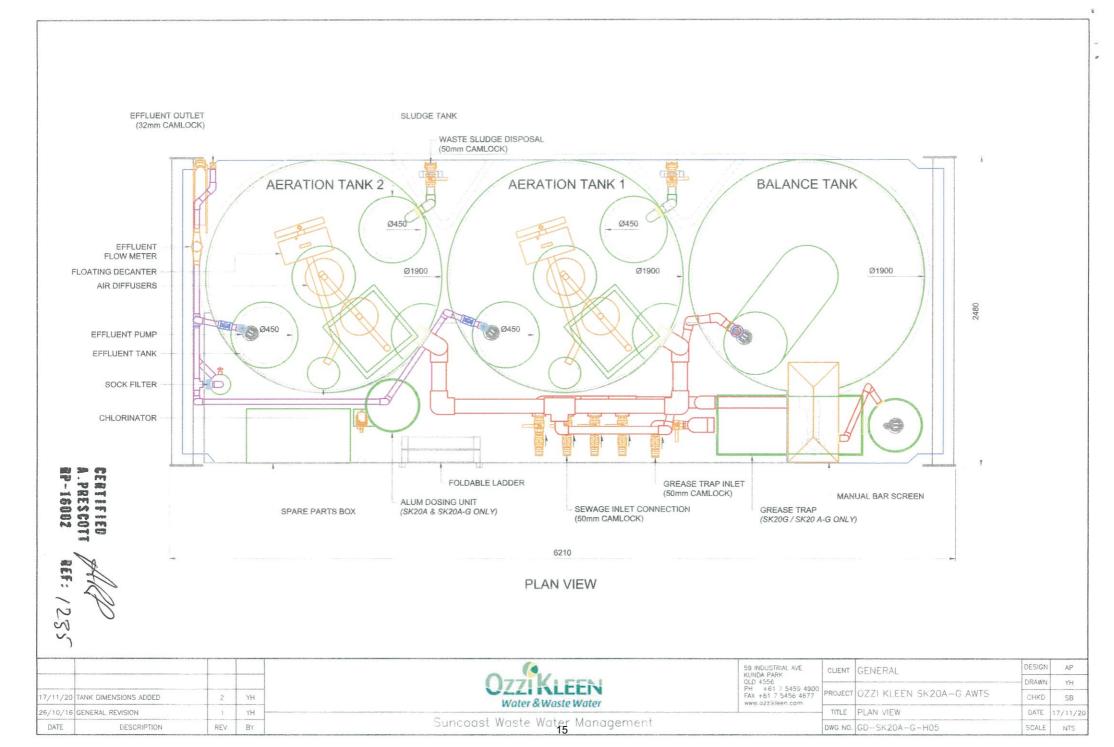
	r		1			
Design Parameter	EP	20				
Hydraulic Flow	I/day	4000				
Flow Hours per Day - Hydraulic Sizing	hr/day	24				
Blower ON Time per Cycle	min	60				
Settling Time per Cycle	min	30				
Decant Time per Cycle	min	30				
Total Cycle Time	min	120				
Number of Cycles per Day	cycles	12		Model		
Transfer Pump Flow Rate	I/min	200	Showf	ou STA-112		
Effluent Pump Flow Rate	l/min	100	Reefe	RVS300		
Grease Trap Pump Flow Rate (SK20G / A-G ONLY)	l/min	200	Reefe	RVS300		
Dosing Pump Flow Rate (SK20A / A-G ONLY)	l/hr	3	lwaki E	J B16		
Air Blower	m³/hr	18	Thoma	s LP150HN		
Power Utilisation Based on Rated Power	Installed	d Power	Unit	Hrs/day	Energy Used	
	3 phase	1 phase		hr	kWh	
Transfer Pump		0.75	kW	0.33	0.25	
Effluent Pump 1		0.40	kVV	0.33	0.13	
Effluent Pump 2		0.40	kW	0.33	0.13	
Grease Trap Pump (SK20G / A-G ONLY)		0.18	kW	0.11	0.02	
Dosing Pump (SK20A / A-G ONLY)		0.10	kW	0.37	0.04	
Blower 1		0.13	kW	12.00	1.56	
Blower 2		0.13	kW	12.00	1.56	
Control System		0.10	kW	24.00	2.40	
Total Installed Power	0.00	2.19	kW		6.1	
Average Power			kW		0.25	
Current Draw Based on Full Load Current	Full Load Current		Unit	Hrs/day	Amp-hr Used	
	3 phase	1 phase			3 phase	1 phase
Transfer Pump		6.00	А	0.33		2.00
Effluent Pump 1		4.00	А	0.33		1.33
Effluent Pump 2		4.00	А	0.33		1.33
Grease Trap Pump (SK20G / A-G ONLY)		4.00	А	0.11		0.44
Dosing Pump (SK20A / A-G ONLY)		0.50	А	0.37		0.19
Blower 1		0.85	А	12.00		10.20
Blower 2		0.85	А	12.00		10.20
Control System		1.00	А	24.00		24.00
Total Installed Current	0.00	21.20	А		0.00	49.69
Average Current			A		0.00	2.07

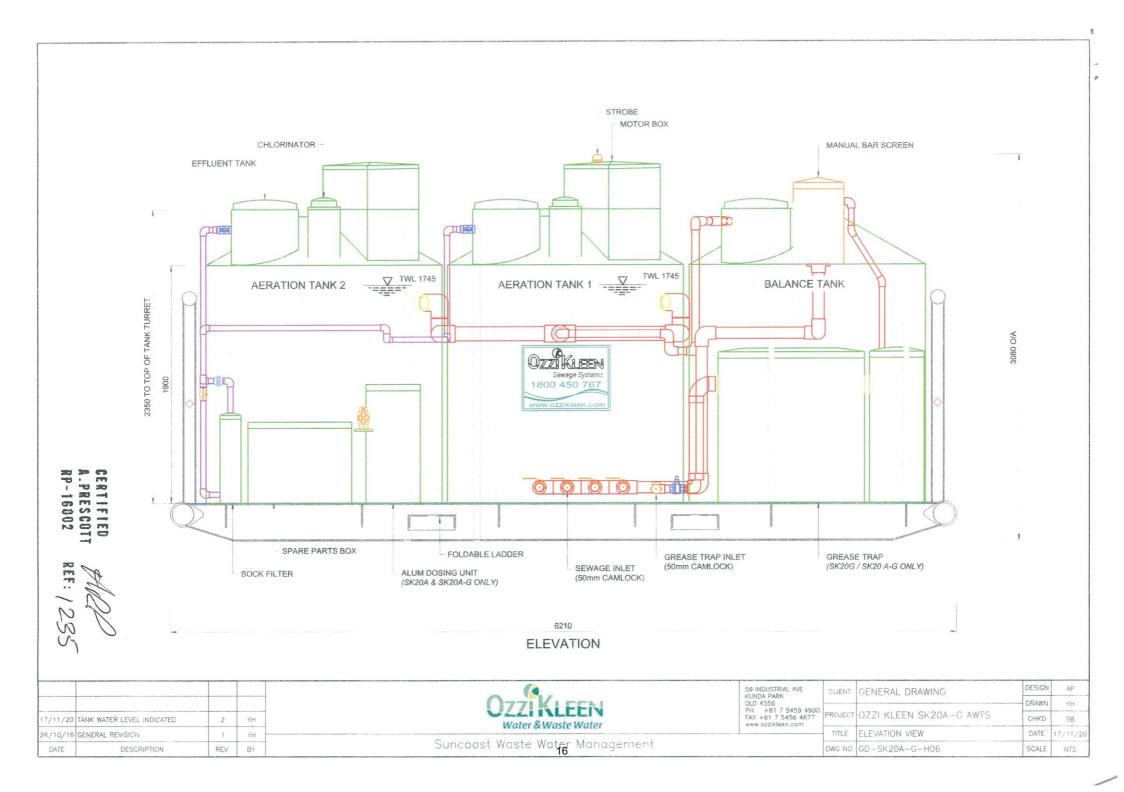
Operating Cost Estimating	unit	unit price	qty/d	qty/yr	\$/yr
Power	kW	0.20	6.1	2224	445
Chlorine	kg	12.50	0.04	15	183
Alum	kg	1.50	0.12	44	66
Waste Sludge Disposal	L	0.20	3.50	1278	256
total:	\$/year				949

Note: All costs are estimated based on the SK20A-G operating for 365 days at full design capacity (4 kL/day), an adjustment should be made when less sewage is treated per year.

CERTIFIED A.PRESCOTT RP-16002

74KT REF: 1235







ACN: 150 023 868 ABN: 84 683 812 614 158 Chapman Rd, Beresford WA 6530 PO Box 918 Geraldton WA 6531 Phone: (08) 9964 5459

Job No:

Your Job:

Email: lester.flow@westnet.com.au

21FCE026

31 May 2021

Aztech Well Construction 3/1138 Hay St, West Perth WA 6005

Att: Mr Darrell Girgenti

Dear Darrell

Project: Temporary Transportable Accommodation Buildings to be Located at the Shire of Mingenew

Building Tie Down Certification

Introduction

Aztech Well Construction (Aztech) plan to install two 3-person sleeper transportable buildings at Energy Resources new drill camp which will be situated in the Shire of Mingenew. Aztech have requested Flow Consulting Engineers (FCE) to design check the tie down requirements for the two buildings being installed in accordance with current relevant Australian Design Standards. Aztech have advised that the camp will be installed for the duration of drilling activities, which at this stage is planned for a maximum of 2 months.

Description of Structures

The 2 transportable buildings are of similar construction and have been manufactured by EMAC Systems in South Australia. The buildings are 12m long x 2.9m wide x 2.6m high. Aztech have advised that the self-weight of each building is 15 Tonnes. A letter from EMAC is provided in Appendix B which says that the transportable buildings have been fabricated for the appropriate wind region for the proposed installation location.

Calculations

In accordance with AS1170.2 the tie down for each transportable accommodation building has been checked for the following requirements:

- 1. Region B: Mingenew. The Terrain Category at the site has been taken as 2. Importance level 2. Ultimate wind speed 53m/s (190.8km/hr).
- 2. In accordance with the proposed installation time, the annual probability of exceedance of the wind event has been calculated as 1:250.
- 3. The self-weight of each transportable accommodation building has been taken 15 Tonnes.
- 4. The transportable buildings shall be located on a 300mm thick pad of compacted gravel.

5. The static friction coefficient between the accommodation building steel bases and the gravel ground has been taken as $\mu = 0.35$.

Results & Recommendations

Calculations to determine building sliding and overturning under wind load indicate that the buildings shown on Drawing No 3 PERS LQ provided in Appendix A will be stable under their self-weight and will not require additional tie-down.

To ensure that the buildings remain well supported by the compacted gravel surface beneath the buildings, the soil moisture content of the foundation material under the buildings is required to be kept dry. Surface drainage shall be designed and constructed to avoid water ponding against or near buildings. The ground in the immediate vicinity of the building perimeters is recommended to be graded to fall 50 mm minimum away from the building over a distance of 3m and shaped to prevent ponding of water near the buildings.

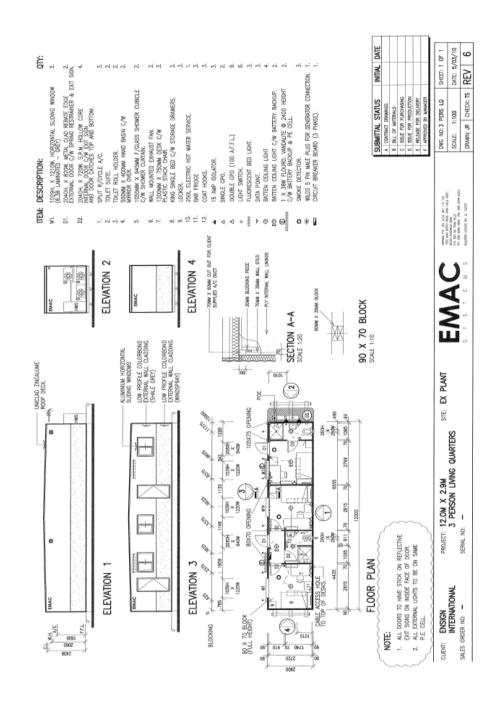
Trusting that this meets with your requirements, should you have any further queries, please do not hesitate to contact the undersigned on (08) 9964 5459.

Yours faithfully

Lester Smith

Engineering Manager Attached: Appendix A & B.

Appendix A: Transportable Building Plan.



Appendix B: Building Design Certification.



KARYDAV PTY. LTD. A.C.N.061 115 133 HEAD OFFICE: 1253 MAIN NORTH ROAD PARA HILLS WEST, SOUTH AUSTRALIA POSTAL ADDRESS: PO BOX 46, PARA HILLS 5096 TEL: (08) 8260 4866 FAX: (08) 8349 6273

MANUFACTURERS OF QUALITY TRANSPORTABLE ACCOMMODATION

1st April 2015

Ensign Australia 15-17 Westport Road Edinburgh North SA 5113

Mark Tonin.

Re: Rig Camp Buildings

Confirmation that Buildings have been constructed to W41N Classification in accordance with AS4055

Claude Bagnara

Commercial Manager, Design & Construction EMAC Systembuilt Group

1253 Main North Road Para Hills West SA 5096 Ph: 1300 073 995

Bagrace)

Fax: (08) 8349 6273 M: 0419 826 821 systembuilthomes.com.au emacmodular.com.au lowriemodular.com.au

EmacSystembuilt Group

systembuilt EMAC



From: Crowson, Chris < Chris <a href="mailto:Crowson@atco.com"

Sent: Tuesday, 17 January 2023 11:38 AM

To: Enquiries <enquiries@mingenew.wa.gov.au>

Subject: LM23051 - Proposed Workforce Accommodation - Lot 2385 Strawberry North East Road,

Yarragadee

Good morning

Re: Proposed Workforce Accommodation - Lot 2385 Strawberry North East Road, Yarragadee ATCO Reference: LM23051

ATCO Gas Australia (ATCO) has no objection to the proposed application, based on the information and plan provided.

Advice notes:

- 1. Anyone proposing to carry out construction or excavation works must contact 'Before You Dig Australia' (www.byda.com.au) to determine the location of buried gas infrastructure. Refer to ATCO document AGA-O&M-PR24- Additional Information for Working Around Gas Infrastructure https://www.atco.com/en-au/for-home/natural-gas/wa-gas-network/working-around-gas.html
- 2. Proposed construction and excavation works need to be managed in accordance with the ATCO document Additional Information for Working Around Gas Infrastructure AGA-O&M-PR24 https://www.atco.com/en-au/for-home/natural-gas/wa-gas-network/working-around-gas.html

Please accept this email as ATCO's written response.

Should you have any queries regarding the information above, please contact us on 13 13 56 or eservices@atco.com.

Chris Crowson

Land Management Coordinator Gas Division

E. chris.crowson@atco.com

A. 81 Prinsep Road, Jandakot, Western Australia 6164



ATCO.com.au LinkedIn Facebook Twitter

ATCO acknowledges the Traditional Owners of country throughout Australia and their continuing connection to land, sea and community. We pay respect to their Elders past, present and emerging, and in the spirit of reconciliation, we commit to working together for our shared future.

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From: Ross MacCulloch < Ross. MacCulloch@westernaustralia.com>

Sent: Friday, 13 January 2023 10:00 AM

To: Enquiries <enquiries@mingenew.wa.gov.au>

Subject: FW: Proposed Workforce Accommodation - Lot 2385 Strawberry North East Road

Yarragadee

Tourism Western Australia (Tourism WA) would like to thank the Shire of providing notice of the activity, however we have **no comment** with regards to the application.

Thank you and very best regards Ross

Ross MacCulloch Planning Manager







Level 10, 1 William Street PERTH WA 6000

GPO Box X2261 PERTH WA 6847

Tel: +61 8 9262 1833 Mob: 0438 916 951

Tourism WA Corporate Visit westernaustralia.com

Follow us on: Facebook | Twitter | YouTube | Instagram

Tourism Western Australia acknowledges Aboriginal peoples as the traditional custodians of Western Australia and pay our respects to Elders past and present. We celebrate the diversity of Aboriginal West Australians and honour their continuing connection to Country, culture and community. We recognise and appreciate the invaluable contributions made by First Nations peoples across many generations in shaping Western Australia as a premier destination.

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From: Brett Coombes < <u>Brett.Coombes@watercorporation.com.au</u>>

Sent: Friday, 20 January 2023 10:01 AM

To: Enquiries <enquiries@mingenew.wa.gov.au>

Subject: Workforce accommodation - Lot 2385 Strawberry North East Road, Yarragadee

Attention: Mr Matt Fanning, Chief Executive Officer

Thank you for referring this proposal to the Water Corporation for comment. The sites are remote from the Corporation's infrastructure networks and as such we have no objections or concerns with the proposal.

If you have any further questions please call me on Tel. 9420-3165.

Regards

Brett Coombes Senior Urban Planner Development Services

The Water Corporation respects individuals' privacy. Please see our privacy notice at What about my privacy

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WATER CORPORATION UNDERGROUND ASSET DETAILS



629 Newcastle Street Leederville, WA, 6007

PO Box 100 Leederville, WA, 6902

www.watercorporation.com.au (08) 9424 8115

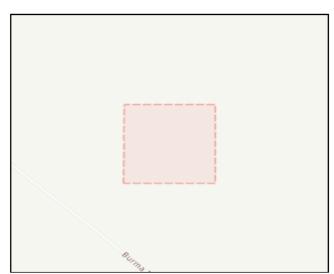
Requestor details

Sequence No: 220354769 Shire of Mingenew 33474587 DBYD Job No: Enquiry Date: 23/01/2023

Issue Date: 23/01/2023

Phone:

Requested location details



Address 390 Strawberry North-east Road

Lockier WA 6522

Note: The response for this enquiry has been interpreted from details in the picture location only.

Water Corporation asset impact

NO PIPELINES FOUND

No underground pipes were identified. However be aware that pipes may still exist in your work area. NOTE: For best results use the polygon function to define your work area. Point and line requests only generate a limited search of the surrounding area.

Important

- Plans show approximate location only verify location by potholing before using powered machinery.
 Please read all information and attachments.
 All documents must be kept together and retained on site by the work team.
 This information is valid for 30 days from date of issue.



Your ref DB.DBA 2023001

Our ref A0079/202301

Enquiries Steven Batty — 9222 3104

Steven.BATTY@dmirs.wa.gov.au

Matt Fanning
Chief Executive Officer
Shire of Mingenew
Sent by Email — enquiries@mingenew.wa.gov.au
PO Box 120 Mingenew WA 6522

Dear Matt Fanning

SHIRE OF MINGENEW - PROPOSED WORKFORCE ACCOMMODATION - LOT 2385 STRAWBERRY NORTH EAST ROAD YARRAGADEE

Thank you for your letter dated 9 January 2023 inviting comment on the proposed Workforce Accommodation at Lot 2385 Strawberry North East Road, Yarragadee in the Shire of Mingenew.

The Department of Mines, Industry Regulation and Safety (DMIRS) has determined that this proposal raises no significant issues with respect to mineral and petroleum resources, geothermal energy, and basic raw materials.

DMIRS lodges no objections to the above development application.

Yours sincerely

Steven Batty Senior Geologist

Mineral and Energy Resources Directorate

17 January 2023

From: GRAY Michelle < Michelle. Gray@dfes.wa.gov.au >

Sent: Wednesday, 18 January 2023 12:40 PM **To:** Enquiries enquiries@mingenew.wa.gov.au

Subject: DB.BDA2023001 - Lot 2035 Strawberry North East Road Yarragadee - Proposed Workforce

Accommodation

DFES Ref: D27191

Dear Sir/Madam,

I refer to your letter dated 13 January 2023 in relation to the referral of Proposed Workforce Accommodation for Lot 2035 Strawberry North East Road Yarragadee.

It is unclear from the documentation provided if the City of Busselton has applied *State Planning Policy 3.7 – Planning in Bushfire Prone Areas* (SPP 3.7) to this proposal. There is no BMP, BAL map or BEEP attached.

Exemptions from the requirements of SPP 3.7 should be applied pragmatically by the decision maker and are identified in *Guidelines for Planning in Bushfire Prone Areas (section 2.6)*.

Should you apply SPP 3.7 then, we request the relevant information pursuant to this policy be forwarded to DFES to allow us to review and provide comment prior to the City's endorsement of the Proposed Workforce Accommodation.

If there is some other reason which has given you cause to consider a referral to DFES, could you please provide detail on the attached 'Referral to DFES Checklist'.

Kind regards

Michelle Gray

Land Use Planning Officer | Rural Fire Division

Department of Fire and Emergency Services

Emergency Services Complex | 20 Stockton Bend Cockburn Central WA 6164

T: 08 9395 9561 | E: advice@dfes.wa.gov.au | W: dfes.wa.gov.au

From: Planning and Land Development Referrals

<planning.land.development.referrals@westernpower.com.au>

Sent: Monday, 23 January 2023 2:48 PM

To: Enquiries < enquiries @mingenew.wa.gov.au >

Subject: Enquiry Proposed Workforce Accommodation - L2385 Strawberry North East Rd Yarragadee

Dear sir/madam

Thank you for your submission to Western Power for Ref: Proposed Workforce Accommodation - L2385 Strawberry North East Rd Yarragadee

Unfortunately requests for general comments, feedback and approval for proposals can't be provided for without application and the investigation and dialogue that allows. We suggest:

- Reviewing your query against the processes referred to in our <u>Strategic Planning</u> web page
- Where a change of land use, or permanent road closure will affect our ability to access our
 infrastructure for maintenance or in an emergency, the original accessway or an alternative
 must be maintained. Changed access conditions should be communicated via our <u>Land entry</u>
 preferences form,
- Use our provided mapping tools and "Before You Dig" to locate any assets that would be
 affected by any proposed change or development,
- If there are transmission assets (66,000VOLTS-330,000 VOLTS) in proximity to your work, apply via our move or remove transmission and communication assets form,
- Ensuring any developers involved are aware that they will need to make an application to
 deal with any assets that are in the development area as well as for the power requirements
 for the development.

Thank you and we look forward to receiving your information/applications through the correct channels.

Kind Regards

Kate

Customer Service Coordinator - Planning and Land Development Customer Experience

A 363 Wellington St. Perth 6000 | T 13 10 87

E planning.land.development.referrals@westernpower.com.au

Ngala kaaditi Noongar moort keyen kaadak nidja boodja.

Western Power acknowledges the Traditional Owners of the lands on which we operate, and recognises their continuing connection to lands, waters and communities.

Electricity Networks Corporation, trading as Western Power

ABN: 18 540 492 861

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To:

Company: Phone Details:

Email Address:

Shire of Mingenew

7lf1vjfvuw0qip.gfkugnxqxdfekm@smarterwx-mail.1100.com.au

Western Power

Perth WA 6000

363 Wellington Street

T: 13 10 87 F: (08) 9326 6079

Electricity Networks Corpora ion ABN 18 540 492 861

www.westernpower.com.au

Sequence Number: 220354772 Job Number: 33474587

Dig Site Location: 390 Strawberry North-east Road

> Lockier WA, 6522

DIAL BEFORE YOU DIG 1100 INFORMATION SHEET

This information relates to both underground and overhead network assets and is valid for 30 days from date of issue -23/01/2023 4:25 PM

ENQUIRY SUMMARY:

Western Power has identified no assets in the vicinity of the scope of your enquiry.

This reply is only to the location requested and is valid for 30 days. Where additional works are planned, that are not specified within scope of this request, then Western Power requires that an additional Dial Before You Dig enquiry be lodged.

IMPORTANT CONTEXT

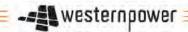
NOT depicted on Western Power Dial Before You Dig Plans are:

- Cables within a private property, for example, from pillar (green dome) to your electric meter. A cable-locating company will have to be contacted for on-site locations in your private property.
- Private cables belonging to government authorities, for example, Main Roads, Transperth,
- Private streetlight cables belonging to local government, private estates etc.

A danger zone, Western Power easement and restriction zone represents an area of high risk when working and developing around the Western Power network. Danger zones apply only to work around the network, whilst easement and restriction zone areas apply only to development and land use.

It is a requirement to work and develop outside of these areas so as far as is reasonably practicable. If you propose to work and/or develop within these areas, refer to the Western Power available information. website for services and lead times http://www.westernpower.com.au/safety-working-near-electricity.html or by contacting Western Power's Customer Service Centre on 13 10 87.

In the event that you discover a Western Power assets, within the scope of the enquiry contact Western Power - Dial Before You Dig Team: 1300 769 345.





IN THE EVENT OF DAMAGE TO A WESTERN POWER ASSET CALL WESTERN POWER FAULTS AND EMERGENCIES ON 13 13 51

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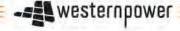
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DEVELOPMENT APPLICATION SUBMISSION FORM

Proposed Workforce Accommodation Lot 2385 Strawberry North East Road, Yarragadee

Name:				
Postal Address:				
Phone Number:				
SUBMISSION:	□ Support		Object	☑ Indifferent
	comments and any argum ease attach additional she		oporting your cor	nments
Please see attach	ed sheet.			
	·			
Signature:		Date:	27/01/2023	
Please return to either:	Shire of Mingenew PO Box 120	or	(fax) 9928 112	28
	MINGENEW WA 6522	or	enquiries@min	igenew.wa.gov.au

NOTE: The local government in determining the application will take into account the submissions received but is not obliged to support those views.

Submissions Close: 4:00pm Friday 3 February 2023

Development Application Submission Form Proposed Workforce Accommodation Lot 2385 Strawberry North East Road

In the interest of progress, we do not per se object to exploration providing those persons impacted are duly compensated. Due to the operation of the drilling process being 24/7 obviously it also needs to be manned 24/7, so what other choice is there?

However, we disagree with the comments made by Darrell Girgenti that 'the rig camp is not within close proximity to any residential dwellings being several kilometres'. The rig site and camp location is a mere 2km from Mill Farm house and 2.5km from Murrumbah, in direct uninterrupted line of site from our house. We do not consider this to be several kilometres. We do not imagine Darrell would be too happy if he had to look at a gas rig all day, every day from his kitchen/living area.

We are extremely concerned about the noise and bright lights that will be emitted from the operations interrupting the peaceful environment that is associated with where we live. The drilling program may only be temporary in nature and <u>planned</u> to be completed within 60 days for each well, however that will be a disruption 24/7 for a minimum of 60 days. During the recent activity of the dozer working on the rig pad site the clanging of the metal tracks and beeping when the vehicle was reversing was clearly audible at our property. Goodness only knows how much noise we will be able to hear from the rig operations together with the bright lights all night.

We have raised these concerns with Mineral Resources but because we are not the landholders of the drilling rig site we are given absolutely no consideration; despite the direct impact it will have on us. It's not in their policy to consult with neighbours. Although these other issues do not relate directly to the camp rig I felt it important for you to understand the situation.

We are also extremely concerned about the degradation of Strawberry North East Road and Burma Road. The repairs and maintenance of these roads in the past 10 years has been minimal leaving these roads in a bad state of repair for a very long time. There is no doubt the increased traffic, when the roads are already in poor condition, will have an extremely detrimental effect on them. The damage that is done by setting up the drilling site and rigs has been clearly evident from the recent activity for the rig on Holmwood Pty Ltd property on Strawberry NE Road. Who is going to be responsible for the repairs and how frequently? Given the company is not a rate payer we do not feel it should be the ratepayers responsibly to fund the cost.

In the interest of safety there needs to be road warning signs at the entrance to the rig site.

Our Ref: 04-07214 D-AA-23/17279

Contact: Melanie Hogg / Phill Oorjitham 9222 2000

Matt Fanning
Chief Executive Officer
Shire of Mingenew
21 Victoria Street
Mingenew Western Australia 6522

Via e-mail: enquiries@mingenew.wa.gov.au

Dear Mr Fanning

PROPOSED WORKFORCE ACCOMMODATION — LOT 2385 STRAWBERRY NORTH EAST ROAD, YARRAGADEE

Thank you for your letter (undated) which we received on 13 January 2023, requesting comments from the Department of Health (DoH) on the above proposal.

The DoH provides the following comment:

Potable Water:

- a) Drinking water provided on any mine site or exploration camp in Western Australia (WA) must comply with DoH's requirements as set out on:
 - a. https://ww2.health.wa.gov.au/Articles/J M/Mine-sites-and-exploration-camps
- b) Any non-drinking water that is provided in this location should be clearly identified so as to not be mistaken for drinking water.
- c) Any hydraulic fracturing operation in WA also needs to comply with requirements as set out on the Department of Minds Industry Regulation and Safety (DMIRS) Hydraulic Fracture Stimulation website, especially the "Water use and management for hydraulic fracturing" requirements set out on:
 - a. http://www.dmp.wa.gov.au/Petroleum/Water-use-and-management-for-25627.aspx

Wastewater:

- a) The wastewater treatment system(s) and land application area(s) will be required to meet all of the current requirements of the *Government Sewerage Policy 2019*.
- b) A specific site and soil evaluation (SSE) report is required to be undertaken by a qualified consultant, that is conducted during the wettest seasonal time of the year as per AS/NZS 1547:2012. Please find guidelines for developing an SSE from: https://ww2.health.wa.gov.au/Articles/S T/Site-and-soil-evaluation-foronsite-wastewater-management
- c) The wastewater system(s) needs to be adequately sized to accommodate the peak number of personnel based on the current health sewage legislation.

- d) The land application area is required to be adequately sized to discharge the treated effluent, and it should be based on the SSE report permeability findings for the natural soil.
- e) A formal wastewater application should be submitted to the local government for assessment and forwarded onto DoH for approval.
- f) If the treated effluent is intended for beneficial use, a Recycled Water Quality Management Plan (RWQMP) will be required.

Should you have any queries or require further information please contact Phill Oorjitham on 9222 2000 or eh.eSubmissions@health.wa.gov.au

Yours sincerely

Dr Michael Lindsay

EXECUTIVE DIRECTOR

Mulyman

ENVIRONMENTAL HEALTH DIRECTORATE

30 January 2023



Department of **Biodiversity**, Conservation and Attractions



Your ref: DB.BDA 2023001
Our ref: PRS 49551

Enquiries: Nick Detchon
Phone: 9964 0901

Email: nicholas.detchon@dbca.wa.gov.au

Mr Matt Fanning Chief Executive Officer Shire of Mingenew PO Box 120 Mingenew WA 6522

Email: enquiries@mingenew.wa.gov.au

Dear Mr Fanning

PROPOSED WORKFORCE ACCOMMODATION

Thank you for your letter of 9 January 2023 regarding Energy Resources proposed Workforce Accommodation on Lot 2385 Strawberry North East Road, Yarragadee.

The Department of Biodiversity, Conservation and Attractions has no objections to the proposal as outlined in your letter. It is anticipated that the proposed workforce accommodation and any associated environmental impacts will be appropriately managed through the existing planning framework.

Thank you for raising this matter to our attention. If you have any queries regarding this matter, please contact Nick Detchon on 9964 0901.

Yours sincerely

Allison Donovan REGIONAL MANAGER

Midwest Region

2 February 2023



Your reference: DB.BDA 2023001

Our reference: LUP 1523 Enquiries: Greg Doncon

Matt Fanning Chief Executive Officer PO Box 120 Mingenew WA 6522 enquiries@mingenew.wa.gov.au

Date: 3 February 2023

Dear Matt

Proposed Workforce Accommodation – Lot 2385 Strawberry North East Road, Yarragadee

Thank you for inviting the Department of Primary Industries and Regional Development (DPIRD) to comment on the above proposal

DPIRD does not object to the proposal and offers the following comments:

The rig site camp associated with the Lockyer-3 exploration program will be located on the soil-landscape type referred to as the Mount Horner Munja subsystem. Soils of this subsystem are comprised of grey deep sandy duplexes, pale deep sands and shallow gravels. These soils predominately have a low to moderate risk of water erosion (97%), low to moderate risk of phosphorus export (90%), but a high to very high risk of wind erosion (100%).

While the soils of this subsystem carry a low risk of water erosion, the camp site is located very close to the valley floor of a catchment that feeds into the Irwin River. A dam, located lower in the valley, suggests that there can be surface water movement across this landscape. DPIRD suggests that the applicant consider preparing a wind and water erosion management plan to ensure the soil of the campsite is protected. This will also improve the amenity for staff residing onsite.

The campsite is located on the northern edge of a large property. The Separation Distances between Industrial and Sensitive Land Uses, 2005¹ define residential

75 York Road Northam 6401 PO Box 483 Northam WA 6401 Telephone +61 (0)8 9690 2000 landuse.planning@dpird.wa.gov.au

¹ https://www.epa.wa.gov.au/policies-guidance/separation-distances-between-industrial-and-sensitive-land-uses-gs-3

development as a sensitive land use. Agricultural emissions may include gaseous and particulate emissions; noise; dust; and odour; where the levels of emissions may at times exceed amenity levels considered acceptable in residential areas or at other sensitive land uses.

In this situation, where the facilities will be in use for short periods, DPIRD requests that two options be considered. Firstly, an appropriate buffer is established around the proposed temporary facility to ensure existing rural operations can continue to function and any potential impacts on the health and amenity of people and the environment are appropriately avoided, mitigated or managed. Alternatively, the company works with the neighbouring farmers to plan and coordinate activities to achieve the same health and amenity outcomes.

As the drilling program is expected to be completed within a period of two years and no plans are outlined for the ongoing use of these facilities after the completion of the drilling program, DPIRD requests approval should be conditional on a decommissioning and rehabilitation plan to ensure the land is restored to either its current or improved agricultural potential or revegetated to prevent wind erosion.

For more information, please contact Greg Doncon on 90813117 or Greg.Doncon@dpird.wa.gov.au

Yours sincerely

Dr Melanie Strawbridge

Melanie Brawbridge

Director Agriculture Resource Management Assessment Sustainability and Biosecurity

	Sch	edule of Submissions - Temporary Workforce Accommodation (I	Orill Camp) - Lot 2385 Strawberry North East Road, Yarragadee	
Submission & Date Received	Responder	nt Nature of Submission	Comment	Recommendation
1 (17/1/23)	ATCO Gas	No objection ATCO has no objection to the proposed application based on the information and plan provided. Anyone proposing to carry out construction or excavation works must contact 'Before You Dig Australia' to determine the location of buried gas infrastructure. Proposed construction and excavation works need to be managed in accordance with the ATCO document Additional Information for Working Around Gas Infrastructure - AGA-O&M-PR24.	Copy of ATCO submission has been provided to applicant to ensure they are aware of their Dial Before Your Dig requirements prior to commencement. In the event that Council approves the application it is also recommended that the following advice note be included with the determination: The applicant is advised that this planning approval does not negate the requirement for any additional approvals which may be required under separate legislation including but not limited to the obtaining of any required approvals from the Department of Health, the Department of Mines, Industry Regulation & Safety, the Department of Water & Environment Regulation, and Main Roads WA. It is the applicant's responsibility to obtain any additional approvals required before the development/use lawfully commences.	Note submission and include advice note as outlined in Comment section.
2 (13/1/23)	Tourism WA	No objection Tourism WA has no comment with regards to the application.	No additional comment	Note submission.
3 (20/1/23)	Water Corporation	No objection The sites are remote from the Water Corporation's infrastructure networks and we have no objections or concerns with the proposal.	No additional comment	Note submission.
4 (17/1/23)	Department of Mines, Industry Regulation & Safety	No objection DMIRS has determined that this proposal raises no significant issues with respect to mineral and petroleum resources, geothermal energy, and basic raw materials.	No additional comment	Note submission.
5 (18/1/23)	Department of Fire & Emergency Services	Comment provided It is unclear from the documentation provided if State Planning Policy 3.7 – Planning in Bushfire Prone Areas has been applied to this proposal. There is no Bushfire Management Plan, Bushfire Attack Level Assessment or Bushfire Emergency Evacuation Plan attached. Exemptions from the requirements of SPP3.7 should be applied pragmatically by the decision maker and are identified in Guidelines for Planning in Bushfire Prone Areas (section 2.6).	The submitted application and discussions with the applicant identified the proposed camp site is immediately outside the area identified as bushfire prone on the DFES State Map of Bushfire Prone Areas (see below).	Note submission and include conditions and advice note as outlined in Comment section.

	Schedule of Submissions - Temporary Workforce Accommodation (Drill Camp) - Lot 2385 Strawberry North East Road, Yarragadee			
Submission & Date Received	Respondent	Nature of Submission	Comment	Recommendation
	r a	Should you apply SPP3.7 then, we request the relevant information bursuant to this policy be forwarded to DFES to allow us to review and provide comment prior to the endorsement of the Proposed Workforce Accommodation.	The Shire has advised the applicant that in the event that habitable buildings (which are the subject of the development application) were to be located within a bushfire prone area then this would trigger requirement for the lodgement of a Fire Management Plan that the Shire would forward to DFES for review and comment. To address this aspect it is recommended that, in the event that Council approves the application, the following conditions be applied to the determination: "The applicant is to prepare, submit and adhere to a Management Plan to the approval of the local government." It is also recommended that an advice note be applied stating that: "The Management Plan is to include sections relating to Fire Management, Emergency Response Plan, Waste Management, Noise/Light/Dust Management and Post Camp Rehabilitation (that details post-closure obligations and clean-up and rehabilitation of the site) to the approval of the local government. In the event that the camp is sited within an area identified upon the Department of Fire &	

	Sch	edule of Submissions - Temporary Workforce Accommodation (I	Drill Camp) - Lot 2385 Strawberry North East Road, Yarragadee	
Submission & Date Received	Responder	nt Nature of Submission	Comment	Recommendation
6 (23/1/23)	Western Power	Comment provided Unfortunately requests for general comments, feedback and approval for proposals can't be provided for without application and the investigation and dialogue that allows. We suggest: Reviewing your query against the processes referred to in our Strategic Planning web page Where a change of land use, or permanent road closure will affect our ability to access our infrastructure for maintenance or in an emergency, the original accessway or an alternative must be maintained. Changed access conditions should be communicated via our land entry preferences form, Use our provided mapping tools and "Before You Dig" to locate any assets that would be affected by any proposed change or development, If there are transmission assets (66,000-330,000 volts) in proximity to your work, apply via our move or remove transmission and communication assets form, Ensuring any developers involved are aware that they will need to make an application to deal with any assets that are in the development area as well as for the power requirements for the development. Thank you and we look forward to receiving your information/applications through the correct channels.	Emergency Services State Map of Bushfire Prone Areas the Fire Management Plan must be submitted as a separate document and prepared and implemented to the requirements of the Department of Fire & Emergency Services." The Shire wrote directly to Western Power providing sufficient information for it to be able it to make comment upon this application. Western Power have chosen to abrogate its responsibility to provide comment to local government in this matter and in other planning matters including scheme reviews, rezonings, development applications, road and ROW closures and general planning enquiries. The Shire has separately undertaken a Dial Before You Dig search that advised that there were no Western Power assets in the vicinity of the scope of the enquiry. Copy of this Dial Before You Dig search is provided with the Western Power submission to provide background. Copy of Western Power submission has been provided to applicant to ensure they are aware of their own Dial Before Your Dig requirements prior to commencement. In the event that the applicant seeks to make/upgrade power connection this will be required to be done through their direct approach to Western Power and at their expense, as is standard Western Power practice.	
7 (27/1/23)	Private landowner (identity redacted on submission as per standard local	In the interest of progress, we do not per se object to exploration providing those persons impacted are duly compensated. Due to the operation of the drilling process being 24/7 obviously it also needs to be manned 24/7, so what other choice is there? However, we disagree with the comments made by the applicant that 'the rig camp is not within close proximity to any residential	Copy of (redacted) submission was provided to the applicant to give them opportunity to respond to the issues raised in the submission. The applicant's response was as follows: "At this time, ERL has nothing to add to the feedback provided that is relevant to the rig camp application however, let us know if you require anything from us. While yet to confirm who, it is likely MRL will have someone attend the shire meeting this week. As always, feel free to call	Note submission and include conditions and advice note as outlined in Comment section.

Schedule of Submissions - Temporary Workforce Accommodation (Drill Camp) - Lot 2385 Strawberry North East Road, Ya			Drill Camp) - Lot 2385 Strawberry North East Road, Yarragadee	
Submission & Date Received	Responden		Comment	Recommendation
			T	T
	government practice)	dwellings being several kilometres'. The rig site and camp location is a mere 2km from Mill Farm house and 2.5km from Murrumbah, in	if you would like to discuss any matters."	
		direct uninterrupted line of site from our house. We do not consider this to be several kilometres. We do not imagine the applicant would be too happy if he had to look at a gas rig all day, every day from	· ·	
		his kitchen/living area.	This underlines the shortcomings of the approval system in WA, whereby the State Department of Mines, Industry Regulation & Safety	
		We are extremely concerned about the noise and bright lights that will be emitted from the operations interrupting the peaceful	issues approval for projects under both the <i>Mining Act</i> 1978 and the <i>Petroleum and Geothermal Energy Resources Act</i> 1967 with no to	
		environment that is associated with where we live. The drilling program may only be temporary in nature and <u>planned</u> to be completed within 60 days for each well, however that will be a	limited consultation with local government, other state government agencies and surrounding landowners.	
		disruption 24/7 for a minimum of 60 days. During the recent activity of the dozer working on the rig pad site the clanging of the metal	The aspect of already State approved projects that a local government is generally required to make determination over is limited to the	
		tracks and beeping when the vehicle was reversing was clearly audible at our property. Goodness only knows how much noise we	camp is required to serve, as this is addressed by the overriding, prior	
		will be able to hear from the rig operations together with the bright lights all night.	impose conditions of approval on a project and also creates an	
		We have raised these concerns with Mineral Resources but because we are not the landholders of the drilling rig site we are	unrealistic expectation amongst communities that a local government can prevent or seek modification to projects when in many cases they have already been approved by the State Government.	
		given absolutely no consideration; despite the direct impact it will		
		have on us. It's not in their policy to consult with neighbours. Although these other issues do not relate directly to the camp rig I felt it important for you to understand the situation.	It is considered reasonable that Council should be able to impose conditions relating to use of its local road network by project operators.	
			This also relates to the not unreasonable wider debate in regions as to	
		We are also extremely concerned about the degradation of Strawberry North East Road and Burma Road. The repairs and	how large projects of this nature might actually be of benefit to the region in which the project operates and takes its resource.	
		maintenance of these roads in the past 10 years has been minimal	If a majoral annular annular division on a milenation on another attenuation whose	
		leaving these roads in a bad state of repair for a very long time. There is no doubt the increased traffic, when the roads are already	If a project employs people during an exploration or construction phase that are not from the local community, has no permanent workforce	
		in poor condition, will have an extremely detrimental effect on them.	drawn from the local community (in the event a project becomes	
		The damage that is done by setting up the drilling site and rigs has	operational), provides lower price gas to the Perth (or overseas) market	
		been clearly evident from the recent activity for the rig on Holmwood	drawn from an area with no reticulated gas service, and provides profit	
		Pty Ltd property on Strawberry NE Road. Who is going to be		

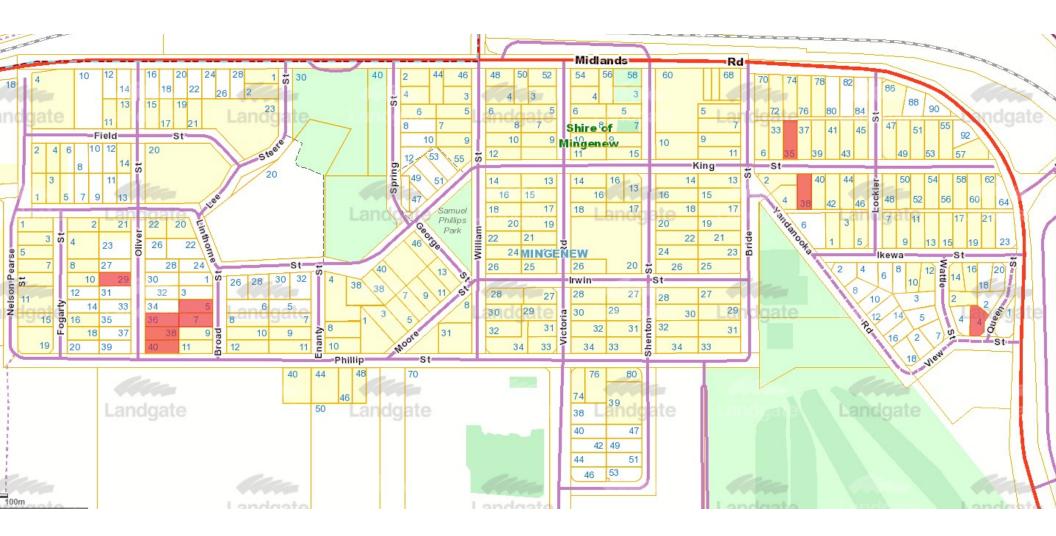
	Schedule of Submissions - Temporary Workforce Accommodation (Drill Camp) - Lot 2385 Strawberry North East Road, Yarragadee			
Submission & Date Received	Respondent	Nature of Submission	Comment	Recommendation
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	i	responsible for the repairs and how frequently? Given the company is not a rate payer we do not feel it should be the ratepayers responsibly to fund the cost.	that project actually benefit the region in which it is based and from which it is taking its resource and requiring to bear its impacts?	
		In the interest of safety there needs to be road warning signs at the entrance to the rig site.	It is recommended that, in the event that Council approves the application, the following conditions be applied to the determination:	
			"The applicant is to prepare, submit and adhere to a Management Plan to the approval of the local government."	
			"The applicant is to implement and maintain reporting mechanisms for complaints concerning the operation of the development. In the event of a substantiated complaint being received the applicant is required to demonstrate mitigation response(s) to the approval of the local government. Such response(s) will be treated as conditions of approval/required modifications to the Management Plan."	
			"The applicant shall make payment to the local government for the repair, reinstatement or replacement of any road infrastructure that is damaged, becomes unsafe or fails to meet appropriate engineering standards where the damage to the road network is caused by reason of use of the road in connection with the approved development (or where agreed to by the local government, the applicant may instead arrange for such repair, reinstatement or replacement works to be undertaken to the satisfaction of the local government)."	
			"The location, design and construction/upgrading of the access point(s) onto the road network shall be to the requirements of the local government."	
			"The installation of any directional/traffic/warning/safety signage in the vicinity of the development's access point(s) onto the road network and relating to the development shall be to the requirements of the local government."	
			"All parking of vehicles associated with the development shall be	

	Sch	edule of Submissions - Temporary Workforce Accommodation (I	Drill Camp) - Lot 2385 Strawberry North East Road, Yarragadee	
Submission & Date Received	Responder	nt Nature of Submission	Comment	Recommendation
			provided for within the property boundary."	
			It is also recommended that an approval include advice notes be applied stating that:	
			"The Management Plan is to include sections relating to Fire Management, Emergency Response Plan, Waste Management, Noise/Light/Dust Management and Post Camp Rehabilitation (that details post-closure obligations and clean-up and rehabilitation of the site) to the approval of the local government. In the event that the camps are sited within an area identified upon the Department of Fire & Emergency Services State Map of Bushfire Prone Areas the Fire Management Plan must be submitted as a separate document and prepared and implemented to the requirements of the Department of Fire & Emergency Services."	
			"The applicant will need to consult with the Main Roads WA Heavy Vehicle Services branch to ascertain any approval requirements that may be required for their proposed heavy vehicle combinations and transport routes."	
			It is noted that in the event that the respondent has complaint relating to the operation of the drill site aspect of the project that they also have the ability to lodge complaint with the Department of Water and Environmental Regulation.	
9 (30/1/23)	Department of Health	Comment provided DoH provides the following comment:	Copy of DoH submission has been provided to applicant to ensure they are aware of their compliance requirements prior to commencement.	Note submission and include conditions and
		Potable Water a) Drinking water provided on any mine site or exploration camp in WA must comply with DoH's requirements set out on: https://ww2.health.wa.gov.au/Articles/J_M/Mine-sites-and-exploration-camps	The applicant, or its appointed licensed plumber, will be required to submit a wastewater application to the Shire for assessment by its Environmental Health Officer in consultation with the DoH. To address this submission it is recommended that, in the event that	advice note as outlined in Comment section.
		b) Any non-drinking water that is provided in this location should be clearly identified so as to not be mistaken for drinking water.	Council approves the application, the following conditions be applied to the determination:	

	Schedule of Submissions - Temporary Workforce Accommodation (Drill Camp) - Lot 2385 Strawberry North East Road, Yarragadee			
Submission & Date Received	Responden	Respondent Nature of Submission Comment		Recommendation
		 c) Any hydraulic fracturing operation in WA also needs to comply with requirements as set out on the DMIRS Hydraulic Fracture Stimulation website, especially the "Water use and management for hydraulic fracturing" requirements set out on: http://www.dmp.wa.gov.au/Petroleum/Water-use-and-management-for-25627.aspx Wastewater: a) The wastewater treatment system(s) and land application area(s) will be required to meet all of the current requirements of the <i>Government Sewerage Policy 2019</i>. b) A specific site and soil evaluation (SSE) report is required to be undertaken by a qualified consultant, that is conducted during the wettest seasonal time of the year as per AS/NZS 1547:2012. Please find guidelines for developing an SSE from: https://ww2.health.wa.gov.au/Articles/S_T/Site-and-soil-evaluation-for-onsite-wastewater-management c) The wastewater system(s) needs to be adequately sized to accommodate the peak number of personnel based on the current health sewage legislation. d) The land application area is required to be adequately sized to discharge the treated effluent, and it should be based on the SSE report permeability findings for the natural soil. e) A formal wastewater application should be submitted to the local government for assessment and forwarded onto DoH for approval. f) If the treated effluent is intended for beneficial use, a Recycled Water Quality Management Plan (RWQMP) will be required. 	"The development shall be connected to on-site wastewater and effluent disposal systems that are located, designed, installed and operated to the requirements of the Department of Health and the approval of the local government." "The development shall comply with the requirements of the Food Act 2008 and Food Regulations 2009." It is also recommended that the approval include advice note stating that: "The applicant is advised that this planning approval does not negate the requirement for any additional approvals which may be required under separate legislation including but not limited to the obtaining of any required approvals from the Department of Health, the Department of Mines, Industry Regulation & Safety, the Department of Water & Environment Regulation, and Main Roads WA. It is the applicant's responsibility to obtain any additional approvals required before the development/use lawfully commences."	
9 (2/2/23)	Department of Biodiversity, Conservation & Attractions	No objection DBCA has no objections to the proposal. It is anticipated that the proposed workforce accommodation and any associated environmental impacts will be appropriately managed through the existing planning framework.	No additional comment	Note submission
3 (3/2/23)	Department of Primary	No objection DPIRD does not object to the proposal and offers the following	Copy of DPIRD submission has been provided to applicant to ensure they are aware of their advice.	Note submission.

Schedule of Submissions - Temporary Workforce Accommodation (Drill Camp) - Lot 2385 Strawberry North East Road, Yarragadee			
espondent	Nature of Submission	Comment	Recommendation
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egional elopment	The rig site camp associated with the Lockyer-3 exploration program will be located on the soil-landscape type referred to as the Mount Horner Munja subsystem. Soils of this subsystem are comprised of grey deep sandy duplexes, pale deep sands and shallow gravels. These soils predominately have a low to moderate risk of water erosion (97%), low to moderate risk of phosphorus export (90%), but a high to very high risk of wind erosion (100%). While the soils of this subsystem carry a low risk of water erosion, the camp site is located very close to the valley floor of a catchment that feeds into the Irwin River. A dam, located lower in the valley, suggests that there can be surface water movement across this landscape. DPIRD suggests that the applicant consider preparing a wind and water erosion management plan to ensure the soil of the campsite is protected. This will also improve the amenity for staff residing onsite. The campsite is located on the northern edge of a large property. The Separation Distances between Industrial and Sensitive Land Uses, 20051 define residential development as a sensitive land use. Agricultural emissions may include gaseous and particulate emissions; noise; dust; and odour; where the levels of emissions may at times exceed amenity levels considered acceptable in residential areas or at other sensitive land uses. In this situation, where the facilities will be in use for short periods, DPIRD requests that two options be considered. Firstly, an appropriate buffer is established around the proposed temporary facility to ensure existing rural operations can continue to function and any potential impacts on the health and amenity of people and the environment are appropriately avoided, mitigated or managed. Alternatively, the company works with the neighbouring farmers to plan and coordinate activities to achieve the same health and amenity outcomes. As the drilling program is expected to be completed within a period of two years and no plans are outlined for the ongoing use of these	It is recommended that, in the event that Council approves the application, the following conditions be applied to the determination: "The applicant is to prepare, submit and adhere to a Management Plan to the approval of the local government." "The applicant is to implement and maintain reporting mechanisms for complaints concerning the operation of the development. In the event of a substantiated complaint being received the applicant is required to demonstrate mitigation response(s) to the approval of the local government. Such response(s) will be treated as conditions of approval/required modifications to the Management Plan." It is also recommended that an approval include advice note be applied stating that: "The Management Plan is to include sections relating to Fire Management, Emergency Response Plan, Waste Management, Noise/Light/Dust Management and Post Camp Rehabilitation (that details post-closure obligations and clean-up and rehabilitation of the site) to the approval of the local government. In the event that the camps are sited within an area identified upon the Department of Fire & Emergency Services State Map of Bushfire Prone Areas the Fire Management Plan must be submitted as a separate document and prepared and implemented to the requirements of the Department of Fire & Emergency Services."	
ıs	stries & gional opment	Spondent Nature of Submission Stries & comments: gional The rig site camp associated with the Lockyer-3 exploration	spondent Nature of Submission Comments: The rig site camp associated with the Lockyer-3 exploration program will be located on the soil-landscape type referred to as the Mount Horner Munja subsystem. Soils of this subsystem are comprised of grey deep sandy duplexes, pale deep sands and shallow gravels. These soils predominately have a low to moderate risk of water erosion (97%), low to moderate risk of water erosion (97%), but a high to very high risk of wind erosion (100%). While the soils of this subsystem carry a low risk of water erosion, the camp site is located very close to the valley floor of a catchment that feeds into the Irwin River. A dam, located lower in the valley, suggests that there can be surface water movement across this landscape. DPIRDS suggests that the applicant is conscienting the operation of the development. In the event of a substantiated complaints concerning the operation of the development. In the event of the approval of the local government. Such response(s) will be freated as conditions of a substantiated complaints concerning the operation of the development. In the event of the approval of the local government. Such response(s) to the approval of the local government. Such response(s) will be freated as conditions of associated and water erosion management plan to ensure the soil of the campsite is protected. This will also improve the amenity for staff residing onsite. The campsite is located on the northern edge of a large property. The Separation Distances between Industrial and Sensitive Land Uses, 20051 define residential development as a sensitive land uses. Agricultural emissions may include gaseous and particulate emissions; noise; dust, and odour; where the levels of emissions may at times exceed amenity levels considered. Firstly, an appropriate buffer is established around the proposed temporary facility to ensure existing rural operations can continue to function and any potential impacts on the health and amenity outcomes. As the drilling program is expected

	Schedule	e of Submissions - Temporary Workforce Accommodation (I	Drill Camp) - Lot 2385 Strawberry North East Road, Yarragadee	
Submission & Date Received	Respondent	Nature of Submission	Comment	Recommendation
	reh or	uests approval should be conditional on a decommissioning and abilitation plan to ensure the land is restored to either its current improved agricultural potential or revegetated to prevent wind sion.		





Request for Tenders

RFT 2 22-23 Yandanooka North East Road Intersection Construction

Shire of Mingenew

Deadline for lodgement of Tenders: 14:00 AWST on 10 January 2023

Contents

1.	Overv	riew	1
	1.1	Request for Tenders	1
	1.2	Tender Documents	1
	1.3	How to Prepare Your Tender	2
2.	COND	DITIONS OF TENDERING	3
	2.1	Definitions	3
	2.2	Conditions of Tendering	3
	2.3	Contact Officer	3
	2.4	Lodgement of Tenders by Deadline	4
	2.5	Form of Tender	4
	2.6	Manner of Lodgement	4
	2.7	Not Used	4
	2.8	Disclaimer and acknowledgement	4
	2.9	Confidentiality of Tender Information	4
	2.10	Tender Validity Period	5
	2.11	Alternative Tenders	5
	2.12	Tenders to Inform Themselves	5
	2.13	Warranties	5
	2.14	Joint Tenders	5
	2.15	Exclusion of liability	6
	2.16	Alterations	6
	2.17	Price Basis	6
	2.18	In House Tenders	6
	2.19	Risk Assessment	6
	2.20	Tender Opening	7
	2.21	Rejection of Tenders	7
	2.22	Evaluation of Tenders	7
		2.22.1 Clarification of Tenders	7
		2.22.2 Evaluation Team 2.22.3 Evaluation Stages	7 7
		2.22.4 Evaluation Stage One: Compliance Stage	7
		2.22.5 Evaluation Stage Two: Assessment Stage	8
	2.23	Principal's Policies	8
	2.24	Acceptance of Tenders	8
	2.25	Notification and Formation of Contract	8
	2.26	Intellectual Property	8
	2.27	Confidentiality	9
	2.28	Canvassing of Officials	9
	2.29	Conflict of Interest	9
	2.30	Identify of the Tenderer	9
	2.31	Costs of Tendering	10

	2.32	Request for Debriefing	9	10
3.	SPECIF	CATIONS		11
	3.1	Additional information		11
4.	GENER	AL CONDITIONS OF	CONTRACT	12
5.	SPECIA	L CONDITIONS OF C	ONTRACT	13
	5.1	Possession of Site		13
	5.2	Quality Management I	Plan	13
	5.3	Safety and Health Ma		13
	5.4	Traffic Management P	Plan	13
	5.5	Seal Design		13
	5.6	Clearing Permit		13
	5.7	Approval to Work With	nin the Road Reserve	13
6.	TENDE	RFORM		14
	6.1	Tenderer's Offer		14
	6.2	Tender Documents		14
	6.3	Evaluation Criteria		15
		6.3.1 Selection Crite	ria	15
		6.3.2 Compliance Ci		15
		6.3.3 Qualitative Crit	teria	15
	6.4	Price Schedule		16
		6.4.1 Price Consider6.4.2 Price Basis	ations	16 17
		6.4.3 GST		17
		6.4.4 Prices inclusive	e	17
	6.5	Additional Information		17
Tak	ole ind	ex		
Table		Definitions		3
Table		Compliance Criteria	a	15
Table		Qualitative Criteria		16
Table Table		Weighted Cost Crit Additional Informat		17 17
Table	3 0	Additional informati	IOH	17
Αp	pendi	es		
Appe Appe Appe Appe	endix A endix B endix C endix D endix E endix F	AS2124 Annexure Technical Specificate Tender Drawings Purchasing Policy Regional Price Presenting Schedule		

Overview

1.1 Request for Tenders

The Principal requests the submission of tenders by suitably qualified and experienced contractors for the construction of a realigned section of Yandanooka North East Road, and a modified intersection between Yandanooka North East Road and Mingenew-Morawa Road.

The nature and extent of the works is to be ascertained by reference to the drawings, specification and conditions of contract and the following (but not limited to the following):

- Clearing existing trees and vegetation works for proposed Yandanooka North East Road Realignment area
- Removal of existing redundant section of Yandanooka North East Road formation and pavement
- Rehabilitation of redundant section of Yandanooka North East Road
- New pavement construction
- Sealing works
- Reconstruction of existing shoulder seal approx. 1.5m wide.
- Other civil works consisting of the following:
 - Installation of new 1 x 600mm dia culvert Class 2 RCP at CH 541
 - Installation of new 1 x 1200 x 300mm RCBC at CH 1154 including 15m inlet drain and 30m outlet drain Type F
 - Installation of new fence along the new cadastral boundary
 - Locally shape table drain and ground on the inside of the sweep to ensure runoff drains to culvert inlet at the new junction (south west).

The contractor's rates and prices entered in the Bill of Quantities (Price Schedule) shall be deemed to be the full value of the work covered by the item including but not limited to the following:

- Labour and cost in connection therewith
- Supply of goods, material, storage and costs in connection therewith including delivery to site
- Taking delivery of materials, and good supplied by other, unloading, storage and costs associated therewith
- Plant and Costs:
- Temporary works and
- General obligations, liabilities and risks.
- Special Requirements: A detailed description of the Principal's requirements is contained in Appendix B Technical Specification.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part i	Overview (Read and Reep)
Part 2	Conditions of Tendering (Read and Keep)
Part 3	Specifications (Read and Keep)
Part 4	General Conditions of Contract (Read and Keep)
Part 5	Special Conditions (Read and Keep)
Part 6	Tender Form (Complete and Return)
Appendix A	AS2124 Annexure A and B and Formal Instrument of Agreement (Read and Keep)
Appendix B	Technical Specification (Read and Keep)

PART ONE - READ AND KEEP THIS PART

Appendix C Tender Drawings (Read and Keep)

Appendix D Purchasing Policy (Read and Keep)

Appendix E Regional Price Preference Policy (Read and Keep)

Appendix F Pricing Schedule (Complete and Return)

1.3 How to Prepare Your Tender

- 1. Carefully read all parts of this Request.
- 2. Ensure you understand the Requirements.
- 3. Complete the Tender Form contained in Part 5 in all respects and attach any associated documents.
- 4. Ensure the Tender Form is signed by the authorised Tenderer's representative
- 5. Lodge the Tender as required by clause 2.6 before the Deadline.

2. CONDITIONS OF TENDERING

2.1 Definitions

In this Request, the following words and expressions have the meanings specified in the table below:

Table 1 Definitions

TERM	DEFINITION
Annexures	Any contract specification documents annexed to this Request.
Attachments	The documents attached by a Tenderer as part of a Tender.
Contractor	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline	The deadline for lodgement of Tenders.
General Conditions of Contract	Means the General Conditions of Contract as are contained in Part 4 of this Request.
Principal	Shire of Mingenew
Request	This Request for Tender comprising all Parts and Appendices
Requirements	All requirements, terms and conditions stipulated in this Request.
Selection Criteria	The Criteria used by the Principal in evaluating Tenders as stipulated in Part 5 of this Request.
Site	Site or sites on which works are proposed to be undertaken or goods or services provided pursuant to this Request
Special Conditions	The additional contractual terms contained in an Section labelled 'Special Conditions of Contract' (if applicable).
Specifications	The specifications contained in Part 3 of this Request.
Tender	The completed Tender Form, Response to the Selection Criteria and Attachments submitted by a Tenderer
Tender Documents	The documents referred to in clause 1.2
Tenderer	Someone who has or intends to submit a Tender to the Principal.

2.2 Conditions of Tendering

The Conditions of Tender are the conditions under which the Principal will receive and evaluate Tenders. The Principal may reject a Tender that does not comply with all terms of the Request.

2.3 Contact Officer

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

Name: Antoinette Krause
Phone: +61 434 508 403

Email: antoinette.krause@ghd.com

Tenderers must direct all communications concerning this Request to the above contact.

The Principal reserves the right to:

- not answer a question asked by a Tenderer; and
- provide any answers to questions raised by a Tenderer to any other Tenderer, on a non-attributable basis.

2.4 Lodgement of Tenders by Deadline

- 1. Tenders must be received by the Principal by the Deadline.
- 2. The Deadline for this Request is 14:00 on 10 January 2023 (Western Standard Time).
- 3. Tenderers should allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

2.5 Form of Tender

- 1. The Tenders must include the tender number and tender title and otherwise comply with the Conditions of Tendering and this Request.
- 2. The Tender document should only be signed by a representative of the Tenderer who is authorised to do so.
- 3. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to the Tender.
- 4. Tenderers are to assume that the Principal has no previous knowledge of the Tenderer's organisation, activities or experience. Tenderers should ensure that sufficient information is included in their Tender to thoroughly address the Requirements and the Selection Criteria.

2.6 Manner of Lodgement

- 1. Tenders must be submitted by email to tenders@mingenew.wa.gov.au
- If Tenderers have obtained Request documentation other than from https://mingenew.wa.gov.au/tenders/, and download the Tender documentation for this Request.
- 3. In submitting their Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms or other disabling features which may affect the Principal's provider portal and/or the Principal's computing environment. Responses found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- 4. Tenders submitted in any manner other than that described in subclause (1) will not be accepted.

2.7 Not Used

2.8 Disclaimer and acknowledgement

Tenderers acknowledge that:

- although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the internet by the Tenderer will not occur; and
- lodgement of their Tender on time and in accordance with these Conditions of Tendering is entirely their responsibility; and
- the Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

2.9 Confidentiality of Tender Information

- 1. The Principal will treat all information provided in a Tender as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law or this Request.
- 2. Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992*, under a Court order or this Request.

2.10 Tender Validity Period

All Tenders will remain valid for:

- a period of ninety (90) days from the Deadline; or
- forty-five (45) days from the Principal's resolution for determining the outcome of this procurement process,
 whichever is the later, unless extended on mutual agreement between the Principal and the Tenderer in writing.

2.11 Alternative Tenders

- 1. The term "Alternative Tender" within this Request shall mean:
 - Tenders submitted and identified by a Tenderer as an "Alternative Tender";
 - Tenders submitted other than in accordance with the Requirements; or
 - Tenders not submitted using the Tender Form.
- 2. All Alternative Tenders must be accompanied by a conforming Tender. Alternative Tenders will only be considered if accompanied by a conforming Tender.
- 3. Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked 'Alternative Tender'. The document must clearly specify wherever it fails to comply with the Requirements, and state the reasons for each non-compliance. It must demonstrate, in detail, how the Alternative Tender will benefit the Principal.
- 4. The Principal may in its absolute discretion reject any alternative Tender as a non-conforming Tender.

2.12 Tenders to Inform Themselves

Tenderers will be deemed to have:

- examined this Request and any other information available in writing to Tenderers for the purpose of tendering;
- 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;
- 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 Requirements and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- examined the Site and surroundings; and
- satisfied themselves they have a full set of the Tender Documents and all relevant Appendices.

2.13 Warranties

By submitting a Tender, a Tenderer warrants that:

- all information contained in the Tender is accurate;
- the Tender is in all respects an independent Tender; and
- in the preparation of the Tender, no collusion has taken place between the Tenderer and any other Tenderer
 or, except to the extent specifically disclosed in the Tender, between the Tenderer and any other interested
 party.

2.14 Joint Tenders

Where a Tender is lodged in the names of two or more persons or corporations, either by way of a joint venture, partnership or otherwise, irrespective of the relationship between the parties, each person or corporation shall be jointly and severally bound by the terms of the Tender and, if the Tender is accepted, shall be jointly and severally liable under any resulting agreement with the Principal.

2.15 Exclusion of liability

Tenderers acknowledge and agree that the Principal will not be liable to any Tenderer on the basis of promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this Request for Tender process including any circumstances where:

- a tenderer is not invited to participate in any subsequent process following completion of this Request;
- the Principal varies or terminates the Request;
- the Principal decides not to contract for all or any of the Requirements; or
- the Principal exercises or fails to exercise any of its other rights under or in relation to this Request.

2.16 Alterations

- 1. The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.
- 2. The Principal may 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.
- 3. Any addendum will be issued through https://mingenew.wa.gov.au/tenders/, or such other appropriate means that will reasonably ensure that all potential Tenderers are given fair and equal access to information relating to this Request.
- 4. When an addendum is issued, the Principal will send an email advising of the issuance of an addendum. Emails will be sent to the email address of persons who have expressed their interest in providing a response to the Request. Persons may register their interest in providing a response by contacting the Contact Person by email.

2.17 Price Basis

The Principal is to receive tenders in which the tendered rates will remain fixed, unless other price variation provision is available in this Request documentation.

2.18 In House Tenders

The Principal does not intend to submit an in-house Tender.

2.19 Risk Assessment

- 1. The Principal may have access to and give consideration to:
 - any risk assessment undertaken by any credit rating agency;
 - any financial analytical assessment undertaken by any agency; and
 - any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials in the assessment of Tenders.

- 2. Tenderers may be required to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to satisfy the Requirements and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact any Tenderer concerning the financial information that the Tenderer is required to provide.
- 3. The financial assessment is specifically for use by the Principal for the purpose of assessing Tenders and will be treated as strictly confidential.

2.20 Tender Opening

- 1. Tenders will be opened in the Principal's offices at the same day of Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.
- 2. The names of the persons who submitted the Tender by the Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

2.21 Rejection of Tenders

- 1. A Tender will be rejected without consideration in the event that:
 - it is not submitted before the Deadline; or
 - it is not submitted in the manner specified in the Request.
- 2. A Tender may be rejected without consideration in the event that it fails to comply with any Requirements of the Request.

2.22 Evaluation of Tenders

2.22.1 Clarification of Tenders

- 1. Following the receipt of Tenders, the Principal, in its absolute discretion, may:
 - use any relevant information obtained in relation to a Tender (whether through this Request, previous experience with a Tenderer, it's nominated staff or sub-contractors or by independent inquiry) in the evaluation of Tenders;
 - enter into discussions or negotiations for minor variations with any one or more Tenderers; and
 - seek clarification or additional information from any Tenderer.
- Tenderers must comply with any requests to provide additional information or clarification in relation to their Tender within the timeframe specified.
- 3. The Principal may include or exclude from consideration in the evaluation of Tenders any additional information provided by Tenderers, whether received in response to a request or otherwise.

2.22.2 Evaluation Team

The Tenders will be evaluated by an evaluation team, which may include external experts, as selected by the Principal in its absolute discretion.

2.22.3 Evaluation Stages

- Unless otherwise determined by the Principal in its discretion, the evaluation process will have two
 consecutive stages comprising:
 - Evaluation Stage One: Compliance Stage
 - Evaluation Stage Two: Assessment Stage

as described further below.

2.22.4 Evaluation Stage One: Compliance Stage

- 1. This stage will involve scrutinising the Tenders against compliance criteria referred in Part Five of this Request.
- 2. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of 'No' against any criterion may eliminate the Tender from further consideration. It is Tenderer's responsibility to ensure that all documents to support their response to Compliance Criteria are provided.

PART TWO - READ AND KEEP THIS PART

3. Tenderers who do not meet the compliance criteria may not be evaluated for the next stage of evaluation (Evaluation Stage Two – Selection Stage).

2.22.5 Evaluation Stage Two: Assessment Stage

- 1. This stage will involve scrutinising the Tenders against selection criteria referred in Part 5 of this Request.
- 2. A scoring system will be used as part of the assessment of the selection criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the relevant criterion. 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 selection criteria and in the overall assessment of value for money.
- During the Assessment Stage the Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection where applicable.
- 4. Referees may also be contacted prior to the selection of the successful Tender.
- 5. Risk assessment of the Tenders will additionally form an integral part of the Assessment Stage.

2.23 Principal's Policies

The following policies (**Appendix D**) of the Principal may also be considered in the Assessment Stage and may affect selection of a Tender:

- Purchasing Policy
- Regional Price Preference Policy

The Principal's policies are available at the following links:

https://mingenew.wa.gov.au/wp-content/uploads/2021/07/Council-Policy-Manual-current-as-at-16-December-2020-NPP211528.pdf

2.24 Acceptance of Tenders

- 1. The Principal may accept a Tender in whole or in part.
- 2. The Principal is not bound to accept the lowest price Tender or the highest ranked Tender according to the Selection Criteria and may decline to accept any Tender.

2.25 Notification and Formation of Contract

- 1. No Tender is to be deemed accepted until the Principal has notified the successful Tenderer in writing that its Tender has been accepted.
- Upon acceptance of a Tender by the Principal, the completed Tender Documents and any correspondence between the successful Tenderer and the Principal in which the Principal gives written notice of its acceptance of any minor variation to the Specifications shall constitute the contract between the Principal and the Tenderer.
- 3. The successful Tenderer shall then be required to execute a formal agreement in the form included in **Appendix A** with seven (7) days of receipt of the notice of acceptance.
- 4. All Tenderers will be advised of the Tender outcome in writing by the Principal within ten (10) working days of a Tender being accepted by the Principal.

2.26 Intellectual Property

1. The Request and such intellectual property rights as may exist in the information contained in the Request shall remain the property of the Principal. A Tenderer is only permitted to use the Request for the purpose of

PART TWO - READ AND KEEP THIS PART

preparing a Tender in response and for the purpose of conducting any contract negotiations with the Principal.

- 2. The Tenderer authorises the Principal, its officers, employees, agents and advisers to adapt, modify, disclose, reproduce or do anything else necessary (in the Principal's sole opinion) to the whole or any portion of the Tender for the purposes of:
 - Tender evaluation;
 - negotiating and/or entering into a contract with any party for the delivery of the Principal's Requirements or similar requirements;
 - managing a contract with a successful Tenderer (if any); or
 - anything else related to the above purposes, including governmental and parliamentary auditing and reporting requirements.
- 3. All documents, materials, articles and information submitted by the Tenderer as part of, or in support of, the Tender, will be become, upon submission, the absolute property of the Principal, and will not be returned to the Tenderer at the conclusion of the procurement process, provided that the Tenderer is entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

2.27 Confidentiality

- The Tenderer must keep confidential all information concerning the Principal, received as a result of, or in connection with, the submission of a Tender which the Principal has indicated to Tenderers is confidential or which Tenderers know or ought to know is confidential.
- 2. The Principal reserves the right to require that information concerning the Principal, received by a Tenderer as a result of, or in connection with, the submission of a Tender (and copies of such information) be either destroyed by the Tenderer or alternatively returned to the Principal at any time. The Principal may also require that the Tenderer provide evidence (in a form satisfactory to the Principal) that any Principal's requirements in this respect have been fully complied with.

2.28 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's councillors or officers (as the case may be) 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 omit the Tender submitted by the Tenderer from consideration.

2.29 Conflict of Interest

- 1. Tenderers must not place themselves in a position which may, or does give rise to a conflict of interest between themselves and the Principal during the Tender Process.
- 2. If any actual or potential conflict of interest with the Principal arises at any time during the Tender Process, the Tenderer is to immediately notify the Principal in writing.
- 3. In the event of an actual or potential conflict of interest the Principal may, in its absolute discretion:
 - resolve any actual or potential conflict of interest with a Tenderer; or
 - reject the Tender lodged by such a Tenderer; or
 - take any other action it considers appropriate.

2.30 Identify of the Tenderer

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

2.31 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Tender.

2.32 Request for Debriefing

- 1. If requested to do so, the Principal will provide a debriefing for an unsuccessful Tenderer after either:
 - a contract has been exchanged for the supply of the Requirements; or
 - the Principal decides not to award a contract for the supply of the Requirements.
- 2. A Tenderer who would like a debriefing should contact the Contact Officer.

3. SPECIFICATIONS

Please Refer to the following Appendices:

Appendix B Technical Specification

Appendix C Construction Drawings

3.1 Additional information

The following additional information is provided to support tender preparation:

- Gravel source
 - Proposed gravel pit located approximately 2km north east of the site along the Mingenew-Morawa Road.
 - Testing for suitability of the gravel will be required by the contractor. This is deemed to be included in the scope of works.
- Water source
 - The closest water source is located approximately 500m from the site, north of the Mingenew-Morawa Road. It is accessible via a minor gravel access road.
 - Water can be obtained by pumping from the farm dam. The contractor will be responsible for providing pumps and any other equipment necessary for accessing the water.
 - Gravel access road to be maintained and left in good condition after completion. This is not a separate pay item and is deemed to be included in the works.
- Design data
 - The 3D model can be made available to the successful contractor.
- No Geotechnical report available.

4. GENERAL CONDITIONS OF CONTRACT

The Australian Standard General Conditions of Contract AS2124-1992 applies to this Request.

Refer to **Appendix A** for Annexures A and B to the General Conditions of Contract as well as the draft Formal Instrument of Agreement.

It is the tenderer's responsibility to familiarise him or herself with the provisions of AS2124-1992 General Conditions of Contract. The document is available from SAI Global.



5. SPECIAL CONDITIONS OF CONTRACT

5.1 Possession of Site

The Principal will provide Possession of Site once the following items are in place and have been accepted:

- Insurances
- Bank guarantees
- Quality Management Plan
- Safety & Health Management Plan
- Traffic Management Plan

5.2 Quality Management Plan

A Quality Management Plan shall be provided for approval by the Shire and MRWA before the Start Date. The Quality Management Plan is to comply with the Technical Specification in **Appendix B**.

5.3 Safety and Health Management Plan

A Safety & Health Management Plan shall be provided for approval by the Principal and MRWA before the Start Date. The Safety & Health Management Plan is to comply with the Technical Specification in **Appendix B**.

5.4 Traffic Management Plan

A Traffic Management Plan shall be provided by the Contractor for approval by MRWA before the Start Date. The Traffic Management Plan is to comply with the MRWA Traffic Management for Works on Roads Code of Practice.

5.5 Seal Design

A seal design shall be prepared by the Contractor and submitted for approval by MRWA.

5.6 Clearing Permit

Works to comply with the cleaning permit CPS 9131/1.

5.7 Approval to Work Within the Road Reserve

The Contractor shall apply for approval to work within the road reserve in the construction area nominated in Appendix C – Construction Drawings according to the MRWA procedure "Procedure for Seeking Approval to Undertake Works within the Main Roads Reserve – August 2018" before the Start Date.

6. TENDER FORM

6.1 Tenderer's Offer

The Chief Executive Officer		
Shire of Mingenew		
21 Victoria Road Mingenew WA 6522		
I/We (Registered Entity Name):		
of: (Registered Street Address):		
Phone:	Fax:	-
ABN:	ACN:	
Email:		
In response to this Request for Tende		
•	and will comply with this Request and its associated schedules, Conditions of Tendering contained in this Request signed and o	
	(90) calendar days from the date of the tender closing or forty-fetermining the Tender, whichever is the later unless extended one Tenderer in writing.	` '
I/We agree that there will be no cost pay irrespective of its outcome.	yable by the Principal towards the preparation or submission of	this Tender
The tendered consideration is as provide submitted with this Tender.	ed under the schedule of rates of prices in the prescribed forma	at and
Signature of authorised signatory of Ten	nderer:	
Name of authorised signatory:		
Authorised signatory position:		
Authorised signatory phone:		
Authorised signatory postal address:		

6.2 Tender Documents

Tenderers should submit the following documents:

This Part 6 (Tender Form); and,

Authorised signatory email address: ___

Tenderer response to Request for Tender including requirements in Part 3 (Specifications).

A Tender may be rejected at the absolute discretion of the Principal if Part 6 is not completed and returned.

A Tender must contain all the information and details required by this Request.

6.3 Evaluation Criteria

6.3.1 Selection Criteria

- Tenders will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal. 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.
- 2. Additional information requested in Section 6.5 below will be reviewed during the review process and any anomalies may result in additional information being requested from the Tenderer, and in extreme cases, may result in a rejected tender.

6.3.2 Compliance Criteria

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

Table 2 Compliance Criteria

Description of Compliance Criteria	Yes/No
Compliance with the Specification contained in the Request.	Yes/No
Compliance with the Conditions of Tendering.	Yes/No
Compliance with all necessary licences and registrations	Yes/No
Compliance with the Tender Deadline Yes/No	
Compliance with and completion of the Price Schedule	Yes/No

6.3.3 Qualitative Criteria

- 1. In determining the most advantageous quote, the Evaluation Panel will score each Tender against the qualitative criteria.
- 2. Before responding to the following qualitative criteria, Tenderers must note the following:
 - it is essential that Tenders address each qualitative criterion;
 - all information relevant to answers is to be contained within the response to each criterion;
 - respondents are to assume that the Evaluation Panel has no previous knowledge of the respondent's organisation, its activities or experience;
 - respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria;
 - respondents are to address each issue outlined within a qualitative criterion; and
 - failure to provide the specified information may result in elimination from the Tender evaluation process or a low score.
- 3. The qualitative criteria for this Request are as follows:

PART SIX - COMPLETE AND RETURN THIS PART

Table 3 Qualitative Criteria

Description of Qualitative Criteria	Weighting	Tick if document(s) demonstrating compliance attached
Relevant Experience	15%	
Demonstrate experience and skill in all aspects of the construction of projects of a similar nature displaying high quality outcomes, with emphasis on provision of works and construction practices as detailed in the Specification.		
Provide details of each project; Include photo records and location details of each construction		
project (if applicable);Provide the scope of the Tenderer's involvement including details of outcomes; and		
Demonstrate competency and sound judgement.		
Technical Skills and Experience of Key Personnel	5%	
Demonstrate key personnel's experience in completing similar works and their skills and experience to be used on this project, including as a minimum:		
Their role in the performance of the Contract; andQualifications.		
Resources	5%	
Demonstrate the ability to supply and sustain the necessary resources, including:		
- Personnel;		
- Subcontractors;		
Plant, equipment and materials; and		
Any contingency measures or back up resources.		
Demonstrated Understanding	5%	
A project schedule/timeline		
The process for the construction of Works (as applicable); Completed to the construction of works (as applicable);		
Supply details and provide an outline of your proposed methodology.		

6.4 Price Schedule

6.4.1 Price Considerations

- 1. Criteria on which a quantitative assessment shall be made are:
 - the lump sum or schedule of rates pricing as required by this Request;
 - rise and fall, if part of this Request; and
 - disbursements, allowances, hourly rates and other costs provided by the Tenderer which may impact on the overall value for money, if part of this Request.
- 2. Where a price is fixed the quantitative criteria shall be assessed against the amount of goods or services provided (where applicable).

The weighted cost criteria for this Request are as follows:

PART SIX - COMPLETE AND RETURN THIS PART

Table 4 Weighted Cost Criteria

Weighting	Tick if Price Schedule attached
70%	

6.4.2 Price Basis

This is a schedule of rates contract.

All rates and prices for construction of the Works offered under this Request shall be fixed for the term of the Contract from the date of acceptance of the Tender.

6.4.3 GST

- 1. The guoted price for the Work under the Contract should be stated in the following terms:
 - Price excluding Goods and Services Tax (GST);
 - Goods and Services Tax amount; and
 - Total price including GST.
- 2. Where no stipulation is made as to GST, the Contract Price shall be deemed to include GST, unless clarification is provided to the Principal by the Tenderer prior to acceptance of Tender.

6.4.4 Prices inclusive

Unless otherwise indicated, prices tendered shall include recruitment, administration and induction and all applicable levies, duties, taxes and charges. Any charge not stated in the quote, as being additional, will not be allowed as a charge for any transaction under any resultant Contract.

6.5 Additional Information

Table 5 Additional Information

Additional Information	Tick if Attached
Organisation Profile	Tick if Attached
Attach a copy of your organisational structure and provide background information on your company and label it "Organisation Structure".	
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it "ASIC Company Extracts"	Tick if Attached
Referees	Tick if Attached
Attach details of your referees and label it "Referees".	
You should give examples of your work provided for your referees where possible.	
Agents Are you acting for another party?	Yes / No
If Yes, attach details (including name and address) of your principal and label it "Agents"	Tick if Attached

PART SIX - COMPLETE AND RETURN THIS PART

Additional Information	Tick if Attached
Trusts	Yes / No
Are you acting as a trustee of a trust?	163/110
If Yes, in an attachment labelled "Trusts":	
 Give the name of the trust and include a copy of the trust deed (and any related documents); and 	Tick if Attached
 If there is no trust deed, provide the names and addresses of beneficiaries. 	
Subcontractors	Yes / No
Do you intend to subcontract any of the requirements?	
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including:	
 The name, address and the number of people employed; and 	Tick if Attached
The requirements that will be subcontracted	
Conflicts of Interest	Yes / No
Will any actual or potential conflict of interest in the performance of your obligations under this contract exist if you are awarded the contract, or are any such conflicts of interest likely to arise during the Contract?	
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"	Tick if Attached
Health and Safety Instructions to Contractors	Yes / No
Health and Safety Instructions to Contractors Do you comply with the Health and Safety Instructions appendix issued with this request?	Yes / No
Do you comply with the Health and Safety Instructions appendix issued with this request?	Yes / No
Do you comply with the Health and Safety Instructions appendix issued with this request? Financial Position	Yes / No Yes / No
Do you comply with the Health and Safety Instructions appendix issued with this request? Financial Position Are you presently able to pay all your debts in full as and when they fall due?	
Do you comply with the Health and Safety Instructions appendix issued with this request? Financial Position	Yes / No
Do you comply with the Health and Safety Instructions appendix issued with this request? Financial Position Are you presently able to pay all your debts in full as and when they fall due? Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? 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	Yes / No Yes / No
Do you comply with the Health and Safety Instructions appendix issued with this request? Financial Position Are you presently able to pay all your debts in full as and when they fall due? Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? 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? In order to demonstrate your financial ability to undertake this contract, in an attachment labelled "Financial Position" include an audited profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	Yes / No Yes / No Yes / No Tick if Attached
Do you comply with the Health and Safety Instructions appendix issued with this request? Financial Position Are you presently able to pay all your debts in full as and when they fall due? Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? 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? In order to demonstrate your financial ability to undertake this contract, in an attachment labelled "Financial Position" include an audited profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	Yes / No Yes / No Yes / No Tick if Attached
Do you comply with the Health and Safety Instructions appendix issued with this request? Financial Position Are you presently able to pay all your debts in full as and when they fall due? Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? 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? In order to demonstrate your financial ability to undertake this contract, in an attachment labelled "Financial Position" include an audited profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant. Insurances The insurance requirements for this Request are stipulated in the Annexure. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled "Insurance Coverage". A copy of the Certificate of Currency is to be provided to the	Yes / No Yes / No Yes / No Tick if Attached Tick if Attached
Prinancial Position Are you presently able to pay all your debts in full as and when they fall due? Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? 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? In order to demonstrate your financial ability to undertake this contract, in an attachment labelled "Financial Position" include an audited profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant. Insurances The insurance requirements for this Request are stipulated in the Annexure. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled "Insurance Coverage". A copy of the Certificate of Currency is to be provided to the Principal within ten (10) days of acceptance.	Yes / No Yes / No Yes / No Tick if Attached Tick if Attached

Appendices

Appendix A

AS2124 Annexure A & B and Formal Instrument of Agreement

Annexure Part A

Annexure to the Australian Standard General Conditions of Contract AS 2124—1992.

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

Item		
1	The law applicable is that of the State or Territory of:	Western Australia
	(Clause 1)	
2	Payments under the Contract shall be made at:	Mingenew, Western Australia
	(Clause 1)	
3	The Principal:	Shire of Mingenew
	(Clause 2)	
4	The address of the Principal:	21 Victoria Road, Mingenew Western Australia 6522
5	The Superintendent:	GHD Pty Ltd
	(Clause 2)	
6	The address of the Superintendent:	Level 1, 209 Foreshore Drive, Geraldton WA 6530
7	Limits of accuracy applying to quantities for which the Principal accepted a rate or rates:	NA
	(Clause 3.3(b))	
8	Bill of Quantities — the alternative applying:	Alternative 1
	(Clause 4.1)	
9	The time for lodgement of the priced copy of the Bill of Quantities:	At time of tender submission
	(Clause 4.2)	
10	(a) Contractor shall provide security in the amount of:	5% of the value of the contract

Item		
	(Clause 5.2)	
	(b) Principal shall provide security in the amount of:	Nil
	(Clause 5.2)	
	(c) The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security:	
	(Clause 5.5)	
	Guidance note to Item 10	Where there are Separable Portions, these items shall be deleted
11	The percentage to which the entitlement to security and retention moneys is reduced:	50%
	(Clause 5.7)	
12	Interest on retention moneys and security—the alternative applying:	Alternative 2
	(Clause 5.9)	
13	The number of copies to be supplied by the Principal:	One
	(Clause 8.3)	
14	The number of copies to be supplied by the Contractor:	One
	(Clause 8.4)	
15	The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies:	14 days
	(Clause 8.4)	
16	Work which cannot be subcontracted without approval:	All work under the contract
	(Clause 9.2)	

Item		
17	The percentage for profit and attendance:	NA
	(Clause 11(b))	
18	The amount or percentage for profit and attendance:	NA
	(Clause 11(c))	
19	Insurance of the Works—the alternative applying:	Alternative one
	(Clause 18)	
20	The assessment for insurance purposes of the costs of demolition and removal of debris:	Nil
	(Clause 18(ii))	
21	The assessment for insurance purposes of consultants' fees:	\$120,000
	(Clause 18(iii))	
22	The value of materials to be supplied by the Principal:	Nil
	(Clause 18(iv))	
23	The additional amount or percentage:	NA
	(Clause 18(v))	
24	Public Liability Insurance—the alternative applying:	Alternative one
	(Clause 19)	
25	The amount of Public Liability Insurance shall be not less than:	\$20,000,000
	(Clause 19)	
26	The time for giving possession of the Site:	Refer Special Conditions. Principal will provide possession of site once the following items are in place and have been approved: Insurances, Bank Guarantees (if applicable), Quality Management
	(Clause 27.1)	Plan, Safety & health Management Plan and Traffic Management Plan.

Item		
27	(a) The Date for Practical Completion:	20 June 2023
	(Clause 35.2)	
	(b) Liquidated Damages per day:	\$1000 per day
	(Clause 35.6)	
	(c) Limit of Liquidated Damages:	No limit
	(Clause 35.7)	
	(d) Bonus per day for early Practical Completion:	Nil
	(Clause 35.8)	
	(e) Limit of bonus:	NA
	(Clause 35.8)	
	(f) Extra costs for Delay or Disruption:	Event:
	(Clause 36)	Nil
	(g) The Defects Liability Period:	12 months from Practical Completion
	(Clause 37)	
	Guidance note to Item 27	Where there are Separable Portions, these items shall be deleted
28	The Charge for overheads, profit, etc. for Daywork:	Nil
	(Clause 41(f))	
29	Times for Payment Claims:	Last day of the month
	(Clause 42.1)	
30	Unfixed Plant and Materials for which payment claims may be made notwithstanding that	Nil

Item		
	they are not incorporated in the Works:	
	(Clause 42.1(b))	
31	Retention Moneys on:	
	(Clause 42.3)	(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, 10% of the value until 5% of the Contract Sum is held;
		(b) items on Site but not yet incorporated in the Works, 10%;
		(c) items off Site but in Australia 20%;
		(d) items not in Australia 20%;
		(e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract %;
32	Unfixed Plant or Materials — the alternative applying:	Alternative 3
	(Clause 42.4)	
33	The rate of interest on overdue payments:	Current reserve bank overdraft rate
	(Clause 42.9)	
34	The delay in giving possession of the Site which shall be a substantial breach:	3 months
	(Clause 44.7)	
35	The alternative required in proceeding with dispute resolution:	Alternative 2
	(Clause 47.2)	
36	The person to nominate an arbitrator:	Chairman of the Western Australian branch of the Institute of Engineers Australia
	(Clause 47.3)	
37	Location of arbitration:	Perth, Western Australia
	(Clause 47.3)	

Annexure Part B — Deletions, amendments and additions

Annexure to the Australian Standard General Conditions of Contract AS 2124—1992.

Guidance note: This annexure is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124—1992

1.	The following Clauses have been deleted from the General Conditions in AS 2124—1992
	Nil

2.	he following Clauses have been amended and differ from the corresponding Clauses in λ	AS
	2124—1992	

Nil

3. The following Clauses have been added to those of AS 2124—1992.

Nil

Formal Instrument of Agreement

THIS AGREEMENT made this	day of	20	
BETWEEN ('the Contractor')	[Insert Contractor's name] [Insert Contractor's address] ABN [insert Contractor's ABN]		
AND ('the Principal')	Shire of Mingenew 21 Victoria Road Mingenew WA 6522 Phone: 9928 1102 Email: enquiries@mingenew.wa.gov.ac ABN: 41 454 990 790	u	

Background

- A. The Principal issued a Request for Tender RFT 2 22-23 for the construction of Yandanooka North East Road Intersection (Request).
- B. The Contractor submitted a Tender dated [XX] in response to the Request (Tender).
- C. The Principal has accepted the Tender.

Operative Part

NOW THIS AGREEMENT WITNESSES and the parties hereto mutually agree as follows: -

1. Contract Documents

The following documents shall be deemed to form and be read and construed as part of the Contract confirmed by this Agreement:

- a. the Request including but not limited to:
 - i. the Conditions of Tendering;
 - ii. the Specifications;
 - iii. the General Conditions of Contract;
 - iv. the Special Conditions; and
 - v. the Annexures.
- b. the Tender including but not limited to the Tender Form.
- c. this Formal Instrument of Agreement.

Words and expressions used in this Agreement shall have the meaning given to them in the Request, unless otherwise stated.

2. Contractor Obligations

In consideration of the matters agreed by the Principal in this Agreement, the Contractor will complete the Work under the Contract as described in the Request in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe by or on the part of the Contractor those provisions.

3. Principal Obligations

In consideration of matters agreed by the Contractor in this Agreement, the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfill comply with, submit to and observe all provisions, conditions, stipulation's and requirements and all matters and things expressed or shown in or reasonably inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.

4. Obligations joint and several

If any party to this Agreement consists of one or more persons and/or one or more Corporations, or two or more persons and/or two or more corporations, this Agreement shall bind such persons or Corporations (as the case may be) and their respective Executors, Administrators, Successors and Assignees, or permitted Assignees (in the case of the Contractor) jointly and severally and the persons and/or Corporations included in the term "Contractor" or the "Principal" in this Agreement, shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.

5. Entire agreement

This Agreement shall take effect according to its tenor, notwithstanding any prior Agreement in conflict or at variance with it, or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

6. Contractor default

Where the Contractor is unable or fails (for whatever reason except for acts of God or acts of war) to provide and complete the Work under the Contract during the period of this Contract, the Principal reserves the right to engage an independent contractor to have the Work under the Contract completed, and if the cost of the Work under the Contract provided by the independent contractor is more than the original tendered price, then the original Contractor will be debited with such costs.

7. Warranties

Each party represents and warrants to the other party that:

- a. it has full power and authority to execute the Contract and to perform its obligations under the Contract;
- b. the Contract has been duly executed by it; and
- c. the obligations undertaken by it and set out in the Contract are enforceable against it in accordance with their terms.

Executed as a Contract between

The Principal:		
Chief Executive Officer On behalf of Shire of Mingenew		
The Contractor:		
EXECUTED BY [insert company name] pursuant to Section 127 of the Corporations Act.		
Name of Director	Signature of Director	
Name of Director/Secretary	Signature of Director/Secretary	

Appendix B

Technical Specification

Appendix C Tender Drawings

Appendix D Purchasing Policy



COUNCIL POLICY 1.3.1

Finance

Title: 1.3.1 PURCHASING POLICY

Adopted: 21 March 2018 Reviewed: 15 April 2020

Associated Legislation: Local Government Act 1995 s5.42, s5.44, s5.46, s6.2(4a), s6.8

Local Government (Functions and General) Regulations 1996 Part 4 Local Government (Financial Management) Regulations 1996 Part 4

State Records Act 2000

Associated Documentation: Shire of Mingenew Delegations Register

Shire of Mingenew Code of Conduct

Review Responsibility: Governance Officer

Finance and Administration Manager

Delegation: Chief Executive Officer

NOTE: This policy is based on the WALGA Model Purchasing Policy Template with some modifications

Previous Policy Number/s 3007, 3008

Policy Statement:

The Shire of Mingenew (the "Shire") is committed to delivering the objectives, principles and practices outlined in this Policy, when purchasing goods, services or works to achieve the Shire's strategic and operational objectives.

This policy complies with the *Local Government (Functions and General) Regulations 1996* (The Regulations).

1.1 Objectives:

The Shire's purchasing activities will achieve:

- The attainment of best value for money;
- Sustainable benefits, such as environmental, social and local economic factors are considered in the overall value for money assessment;
- Consistent, efficient and accountable processes and decision-making;
- Fair and equitable competitive processes that engage potential suppliers impartially, honestly and consistently;
- Probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- Compliance with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, as well as any relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;
- Efficiencies (time and resources) for the Shire of Mingenew
- Risks identified and managed within the Shire's Risk Management framework;
- Records created and maintained to evidence purchasing activities in accordance with the State Records Act and the Shire's Record Keeping Plan;
- Confidentiality protocols that protect commercial-in-confidence information and only release information where appropriately approved.

1.2 Ethics & Integrity

The Shire's Code of Conduct applies when undertaking purchasing activities and decision making. Elected Members and employees must observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

1.3 Value For Money

Value for Money is achieved through the critical assessment of price, risk, timeliness, environmental, social, economic and qualitative factors to determine the most advantageous supply outcome that contributes to the Shire achieving its strategic and operational objectives.

The Shire will apply value for money principles when assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

Assessing Value for Money

Assessment of value for money will consider:

- All relevant Total Costs of Ownership (TCO) and benefits including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, training, maintenance and disposal;
- The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, tenderers resources available, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies, ease of inspection, ease of after sales service, ease of communications etc.
- Financial viability and capacity to supply without the risk of default (competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);
- A strong element of competition by obtaining a sufficient number of competitive quotations wherever practicable and consistent with this Policy;
- The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;
- The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy; and
- Providing opportunities for businesses within the Shire's boundaries to quote wherever possible.

1.4 Purchasing Thresholds and Practices

The Shire must comply with all requirements, including purchasing thresholds and processes, as prescribed within the Regulations, this Policy and associated purchasing procedures in effect at the Shire.

Policy Purchasing Value Definition

Purchasing value for a specified category of goods, services or works is to be determined upon the following considerations:

Exclusive of Goods and Services Tax (GST); and

- Where a contract is in place, the actual or expected value of expenditure over the full contract period, including all options to extend specific to a particular category of goods, services or works.
 OR
- Where there is no existing contract arrangement, the Purchasing Value will be the estimated total expenditure for a category of goods, services or works over a minimum three-year period. This period may be extended to a maximum of 5 years only where the supply category has a high risk of change i.e. to technology, specification, availability or the Shire's requirements (Regulation 12).

The calculated estimated Purchasing Value will be used to determine the applicable threshold and purchasing practice to be undertaken.

NOTE:

When considering a variation in scope during a contract, it should be remembered that the change must be minor. It is recommended that, at best, it should be within a 10% tolerance of the original value.

It should not also be of a nature that changes methodology or approach to a project, opening up the possibility that different suppliers may have tendered if they had been aware of the new approach.

Purchasing from Existing Contracts

The Shire will ensure that any goods, services or works required that are within the scope of an existing contract will be purchased under that contract.

Table of Purchasing Thresholds and Practices

This table prescribes Purchasing Value Thresholds and the applicable purchasing practices which apply to the Shire's purchasing activities.

The following list provides the Order of Process that should be utilised to undertake the procurement:

- Shire's Prequalified Supplier Panel
- Preferred Supplier Arrangement
- Common Use Arrangement
- RFQ to selected group as per this policy or RFT through public advertisement

If there is a Preferred Supplier Arrangement (PSA) in place that meets the requirements of the Shire, then the Shire requires that the PSA be considered in the first instance, irrespective of threshold.

If the Shire's Officer does not consider the PSA to be appropriate, then approval for an alternative approach needs to be given by the Shire's CEO or delegated authority.

Reasons for consideration of not using the PSA may include:

- Local supplier availability (who are not suppliers within the PSA);
- Social procurement preference to use Aboriginal business or Disability Enterprise;

Purchasing Thresholds					
(ex GST)					
Up to \$4,999*	No quotations are required if the expenditure is approved in the Budget however officers are bound to value for money principles. The following factors are to be considered in the decision-making process for all purchasing;				
	 Value for money Knowledge of general cost of item / service Buy local principles Sustainable procurement principals Ongoing good relationship with supplier Reliability of supplier 				
\$5,000 to \$9,999*	Obtain at least one (1) verbal or written quotation from suitable suppliers.				
\$9,999 - \$39,999*	Obtain at least two (2) written quotations from suitable suppliers. OR				
	Obtain at least two (2) quotations directly from WALGA Preferred Supplier Program via eQuotes;				
\$40,000 - \$149,999*	Obtain at least three (3) written quotations from suppliers containing price and specification of goods and services. The procurement decision is to be based on all value for money considerations in accordance with the definition stated within this Policy.				
	OR				
	Obtain at least three (3) quotations via the WALGA Preferred Supplier Program. The procurement decision is to be based on all value for money considerations in accordance with the definition stated within this Policy.				
\$150,000* and above (or up to \$250,000	Where the Shire has an established Panel of Pre-Qualified Suppliers relevant to the required purchasing category, quotations must be sought from those suppliers only in accordance with the procedures prescribed under the Shire's Pre-qualified Suppliers Policy and Procedure.				
during an emergency)	If no Panel of Pre-Qualified Suppliers exists for the required purchasing category, then either:				
	 Seek at least three (3) written quotations from suppliers included in the relevant WALGA Preferred Supplier Arrangement and / or another tender exempt arrangement; OR 				
	If quotes are not being sought from a WALGA Preferred Supplier Arrangement, three (3) quotations are to be sought, where suitable suppliers are available, from the WA Disability Enterprises; OR				

	Conduct a Public Request for Tender process in accordance with the Local Government Act 1995 and relevant Shire Policy requirements.
	The purchasing decision is to be based upon the supplier's response to:
	a specification of the goods, services or works (for a tender exempt process including the WALGA Preferred Supplier Arrangement); or a detailed specification for the open tender process; and
	pre-determined evaluation criteria that assesses all best and sustainable value considerations.
Emergency Purchases	(Within Budget) Must be approved by the President or by the Chief Executive Officer under delegation and reported to the next available Council Meeting.
	(Not Included in Budget) Only applicable where, authorised in advance by the President in accordance with s.6.8 of the Local Government Act 1995 and reported to the next available Council Meeting.
	Where the Shire has an established Panel of Pre-Qualified Suppliers relevant to the required purchasing category, the emergency supply must be obtained from the Panel suppliers.
	If however, no member of the Panel of Pre-qualified Suppliers or a suitable supplier from WALGA Preferred Supplier Arrangement is available, then the supply may be obtained from any supplier capable of providing the emergency purchasing requirement, and to the extent that it is reasonable in context of the emergency requirements, with due consideration of best value and sustainable. Purchase threshold actions must be adhered to where reasonable and practical to do so and are to be in accordance with Regulations.
WALGA Services (excluding Preferred Supplier Program)	For the purchasing of WALGA Services, a minimum of one (1) written quotation is to be sought and appropriately recorded. Recording is to be in accordance with the threshold levels outlined above. Confirmed via Purchase Order or Contract/Agreement.
LGIS Services	LGIS Services are provided as part of a mutual, where WALGA Member Local Governments are the owners of LGIS. Therefore, obtaining insurance services from LGIS is not a procurement activity and is not subject to this Policy.
	Should Council wish to seek quotations from other insurance suppliers, this activity will be subject to the above listed Purchase Value Thresholds and associated activities.

The rationale for the procurement decision should be documented and recorded in accordance with the Shire Records Management Policy.

Where the Shire has an established Panel of Pre-Qualified Suppliers relevant to the required purchasing category, quotations must be sought from those suppliers only in accordance with the procedures outlined within the Prequalified Suppliers Policy and Procedure.

Exemptions

An exemption from the requirement to publicly invite tenders may apply when the purchase is:

- obtained from a pre-qualified supplier under the WALGA Preferred Supplier Arrangement or other suppliers that are accessible under another tender exempt arrangement,
- from a pre-qualified supplier under a Panel established by the Shire;
- from a Regional Local Government or another Local Government;
- acquired from an Australian Disability Enterprise and represents Value for Money;
- the purchase is authorised under action by Council under delegated authority;
- within 6 months of no tender being accepted;
- where the contract is for petrol, oil, or other liquid or gas used for internal combustion engines;

OR

• the purchase is covered by any of the other exclusions under Regulation 11 of the Regulations.

Inviting Tenders Under the Tender Threshold

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the \$150,000 threshold.

This decision will be made after considering:

- Whether the purchasing requirement can be met through the WALGA Preferred Supplier Program or any other tender exemption arrangement; and
- Any value for money benefits, timeliness, risks; and
- Compliance requirements.

A decision to invite Tenders, though not required to do so, may occur where an assessment has been undertaken and it is considered that there is benefit from conducting a publicly accountable and more rigorous process. In such cases, the Shire's tendering procedures must be followed in full.

Other Procurement Processes

Expressions of Interest

Expressions of Interest (EOI) are typically considered in situations where the project is of a significant value or contains significant complexity of project delivery that may solicit responses from a considerable range of industry providers.

In these cases, the Shire may consider conducting an EOI process, preliminary to any Request for Tender process, where the purchasing requirement is:

- Unable to be sufficiently scoped or specified;

- Open to multiple options for how the purchasing requirement may be obtained, specified, created or delivered;
- Subject to a creative element; or
- To establish a procurement methodology that allows for an assessment of a significant number of tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes are conducted as a public process and similar rules to a Request for Tender apply. However, the EOI should not seek price information from respondents, seeking qualitative and other non-price information only. All EOI processes should be subsequently followed by a Request for Tender through an invited process of those shortlisted under the EOI.

Request for Proposal

As an alternative to a Request for Tender, the Shire may consider conducting a Request for Proposal where the requirements are less known, or less prescriptive and detailed. In this situation, the Request For Proposal would still be conducted under the same rules as for a Request For Tender but would seek responses from the market that are outcomes based or that outline solutions to meet the requirements of the Shire.

Emergency Purchases

An emergency purchase is defined as an unanticipated purchase which is required in response to an emergency situation as provided for in the Act. In such instances, quotes and tenders are not required to be obtained prior to the purchase being undertaken.

Time constraints are not a justification for an emergency purchase. Every effort must be made to anticipate purchases in advance and to allow sufficient time to obtain quotes and tenders, whichever may apply.

Sole Source of Supply

A sole source of supply arrangement may only be approved where the:

- purchasing value is estimated to be over \$5,000; and
- purchasing requirement has been documented in a detailed specification; and
- specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- market testing process and outcomes of supplier assessments have been documented, inclusive of a rationale for why the supply is determined as unique and cannot be sourced through more than one supplier.

A sole source of supply arrangement will only be approved for a period not exceeding three (3) years. For any continuing purchasing requirement, the approval must be re-assessed before expiry to evidence that a Sole Source of Supply still genuinely exists.

A decision to approve a sole source of supply arrangement must be made by the Council, unless decision making under Functions and General Regulations 11(2) (f) has been delegated to the CEO.

Anti-Avoidance

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of "splitting" the purchase value or the contract value, avoiding a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

Utilising rolling contract extensions at the end of a contract term without properly testing the market or using a Tender exempt arrangement, will not be adopted as this would place this Local Government in breach of the Regulations (Regulation 12).

The Shire will conduct regular periodic analysis of purchasing activities within supply categories and aggregating expenditure values in order to identify purchasing activities which can be more appropriately undertaken within the Purchasing Threshold practices detailed in clause 1.4.3 above.

Sustainable Procurement

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire will embrace Sustainable Procurement by applying the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes. Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders will include a request for information from Suppliers regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

Local Economic Benefit

The Shire encourages the development of competitive local businesses within its boundary first, and second within its broader region. As much as practicable, the Shire will:

- where appropriate, consider buying practices, procedures and specifications that do not unfairly disadvantage local businesses;
- consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- ensure that procurement plans address local business capability and local content;
- explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- avoid bias in the design and specifications for Requests for Quotation and Tenders all Requests must be structured to encourage local businesses to bid; and
- provide adequate and consistent information to local suppliers.

To this extent, a qualitative weighting will be included in the evaluation criteria for quotes and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy. This criterion will relate to local economic benefits that result from Tender processes.

The Shire will also consider adopting KPIs for successful suppliers that encourage the placement of the local workforce.

The Shire has adopted a Regional Price Preference Policy in accordance with Part 4A of the *Local Government (Functions and General) Regulations 1996*, which provides a price weighting when evaluating and awarding contracts with Council via the Tendering process.

NOTE:

In the qualitative criteria section of the evaluation criteria, a Local Government cannot have both weighted price and Local Economic Benefit clauses. They are mutually exclusive.

However, a Local Government can have a Local Economic Benefit criteria and non-weighted price as part of its evaluation.

Purchasing from Disability Enterprises

An Australian Disability Enterprise may be contracted directly without the need to comply with the Threshold and Purchasing Practices requirements of this Policy, where a value for money assessment demonstrates benefits for the Shire's achievement of its strategic and operational objectives.

A qualitative weighting will be used in the evaluation of quotes and Tenders to provide advantages to Australian Disability Enterprises, in instances where not directly contracted.

Purchasing from Aboriginal Businesses

An Aboriginal Business registered on the WA Aboriginal Business Directory may be contracted directly without the need to comply with the Threshold and Purchasing Practices requirements of this Policy, where a value for money assessment demonstrates benefits for the Shire's achievement of its strategic and operational objectives.

Record Keeping

All purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan. This includes those with organisations involved in a tender or quotation process, including suppliers.

Other Relevant Policies

- 1.2.9 Prequalified Suppliers
- 1.3.7 Regional Price Preference

Appendix E

Regional Price Preference Policy



COUNCIL POLICY 1.3.7

Finance

Title: 1.3.7 REGIONAL PRICE PREFERENCE

Adopted: <2009

Reviewed: February 2019

March 2018- Inserted into Management Procedure 1.3.1. January 2020 – Clarified Midwest region boundary

16 December 2020

Associated Legislation: Local Government Act (1995) as amended;

State Records Act 2000

Local Government (Functions and General) Regulations 1996, Part 4A

Associated Shire of Mingenew Code of Conduct

Documentation: Shire of Mingenew Policy 1.3.1- Purchasing

Shire of Mingenew Management Procedure 1.3.1- Purchasing

Review Responsibility: Council

Previous Policy Number/s - 3008

Objective:

• To ensure Shire of Mingenew residents and all relevant stakeholders are provided a fair and meaningful opportunity to participate and contribute to problem solving, planning and decisions made by the Council and its staff.

• To provide effective stakeholder engagement for productive relationships, improved dialogue and deliberation, and ultimately, better democracy.

Policy:

In order to promote sub-regional development, the Shire of Mingenew will provide a price preference to regional suppliers (located within the stipulated areas) when evaluating and awarding contracts with Council via the Tendering Process.

Any price preference provided will comply with part 4A of the Local Government (Functions and General) Regulations 1995 as amended.

Price preference will be given to all suppliers submitting conforming tenders for the supply of goods and services (including Construction (building) Services) to the Shire of Mingenew, unless Council resolves that this policy does not apply to a particular tender.

The following price preference will be given to suppliers submitting tenders assessed in relation to this policy:

<u>Goods and Services</u> – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew



- 2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
- 3. 2.5% to all suppliers located within the Midwest Region

<u>Construction (building) Services –</u> up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

- 1. 5% to all suppliers located within the Shire of Mingenew
- 2. 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin.
- 3. 1% to all suppliers located within the Midwest Region

Goods and Services, including Construction (building) Services tendered for the first time where Council previously supplied the Goods or Services – up to a maximum price reduction of \$500,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

- 1. 10% to all suppliers located within the Shire of Mingenew
 - 2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
 - 3. 2.5% to all suppliers located within the Midwest Region

The Midwest Region incorporates the following 17 local governments: Carnamah, Chapman Valley, Coorow, Cue, Greater Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Murchison, Northampton, Perenjori, Sandstone, Three Springs, Wiluna and Yalgoo.

Regional Price Preference will only be given to suppliers located within the stipulated areas for more than six months prior to the advertising date of the tender.

<u>Located within the stipulated areas</u> is defined as having a physical presence in the way of a shop, depot, outlet, headquarters or other premises where the goods or services specifically being provided are supplied from. This does not exclude suppliers whose registered business is located outside the stipulated area but undertake the business from premises within the stipulated area. An example is a franchisee of a multinational company.

Only those goods and services identified in the tender as being from a source located within the stipulated area will have the price preference applied when assessing the tender.

Price is only one factor that Council considers when evaluating a tender. There is nothing contained within this policy that compels Council to accept the lowest tender or any tender based on price offered.

Appendix F Pricing Schedule

Shire of Mingenew Summary

SUMMARY

Shire of Mingenew Summary

SHIRE OF MINGENEW YANDANOOKA NE ROAD INTERSECTION CONSTRUCTION RFT2 22-23

SUMMARY

SCHEDULE No. 1 - GENERAL ITEMS			
SCHEDULE No. 2 - ROADWORKS			
SERIES 300 - EARTHWORKS	\$0.00		
SERIES 400 - DRAINAGE	\$0.00		
SERIES 500 - PAVEMENT & SURFACING	\$0.00		
SERIES 600 - TRAFFIC FACILITIES	\$0.00		
SERIES 900 - MISCELLANEOUS	\$0.00	\$0.00	
SCHEDULE No. 3 - PROVISIONAL SUMS		\$10,000.00	
GST EXCLUSIVE AMOUNT		\$10,000.00	
ESTIMATED GST PAYABLE	_	\$1,000.00	
TOTAL OF TENDER		\$11,000.00	

Shire of Mingenew Contents

SHIRE OF MINGENEW YANDANOOKA NE ROAD INTERSECTION CONSTRUCTION RFT2 22-23

SCHEDULES OF RATES

CONTENTS

THIS PAGE - CONTENTS	1
SCHEDULE No. 1 - GENERAL ITEMS	2
SCHEDULE No. 2 - ROADWORKS	5
SERIES 300 - EARTHWORKS	6
SERIES 400 - DRAINAGE	7
SERIES 500 - PAVEMENT & SURFACING	8
SERIES 600 - TRAFFIC FACILITIES	9
SERIES 900 - MISCELLANEOUS	10
SCHEDULE No. 3 - PROVISIONAL SUMS	11
SUMMARY	13

Shire of Mingenew General Items

SCHEDULE No. 1 - GENERAL ITEMS

Item	Description	Unit	Qty	Rate	Amount
	CONDITIONS OF CONTRACT				
GCC	GENERAL CONDITIONS OF CONTRACT				
GCC.01	Insurances in accordance with the General Conditions of Contract	Item	1		\$0.00
GCC.02	Contractor's superintendence during the execution of the Works	Item	1		\$0.00
GCC.03	All charges, costs and obligations relating to the General Conditions of Contract not provided for elsewhere	Item	1		\$0.00
	SPECIAL CONDITIONS OF CONTRACT				
SCC.01	All charges, costs and obligations relating to the Special Conditions of Contract not provided for elsewhere	Item	1		\$0.00
	SERIES 100 - GENERAL REQUIREMENTS				
	101 DESCRIPTION OF WORKS				
101.01	Provision of access for others to undertake works	Item	1		\$0.00
101.02	Contractors programs	Item	1		\$0.00
101.03	Project works sign	No.	3		\$0.00
	102 SURVEY INFORMATION				
102.01	Survey information, control and setting out of the works	Item	1		\$0.00
	103 SITE FACILITIES				
103.01	Contractors Site Facilities Provision of Contractor's site facilities	Item	1		\$0.00
103.02	Contractor's Plant Mobilisation and demobilisation of Contractor's plant	Item	1		\$0.00
	104 ENTRY TO LAND				
104.01	Entry to land	Item	1		\$0.00
	106 UTILITIES AND SERVICES				
106.01	Liaison, programming, location and protection of utilities and services	Item	1		\$0.00

Shire of Mingenew General Items

Item	Description	Unit	Qty	Rate	Amount
	SERIES 200 - MANAGEMENT REQUIREME	NTS			
	202 - TRAFFIC				
202.01	Traffic management	Item	1		\$0.00
202.02	Traffic control devices	Item	1		\$0.00
202.03	Traffic controllers	Item	1		\$0.00
202.04	Construction, maintenance and removal of sidetracks, access tracks and temporary driving surfaces	Item	1		\$0.00
202.05	Maintenance of existing roads	Item	1		\$0.00
	203 - OCCUPATIONAL SAFETY AND HEALTH				
203.01	Occupational safety and health including safety and health plans and safety and health audits	Item	1		\$0.00
	204 - ENVIRONMENTAL MANAGEMENT				
204.01	Construction Environmental Management Plan	Item	1		\$0.00
	To Summary				\$0.00

SCHEDULE No. 2 - ROADWORKS

Item	Description	Unit	Qty	Rate	Amount
	SERIES 300 - EARTHWORKS				
	301 - VEGETATION CLEARING AND DEMOLITION				
301.01	Native vegetation clearing	m²	350		\$0.00
301.02	General vegetaion clearing	m²	4,130		\$0.00
301.03	Topsoil removal, 100 deep	m²	26,195		\$0.00
	302 - EARTHWORKS				
302.01	Removal of redundant seal	m²	2,056		\$0.00
302.02	Ripping and rehabilitating redundant pavement	m²	3,395		\$0.00
302.03	Marking out and cutting edge of existing pavement	m	315		\$0.00
302.04	UNSUITABLE MATERIAL Removal of unsuitable material	m³	-		Rate Only
302.05	Backfilling unsuitable material excavations	m³	-		Rate Only
302.06	CONTAMINATED MATERIAL Removal of contaminated material	m³	-		Rate Only
302.07	Backfilling contaminated material excavations	m³	-		Rate Only
302.08	EXCAVATION IN ROCK Excavation in rock	m³	-		Rate Only
302.09	EMBANKMENT CONSTRUCTION Embankment foundation compaction	m²	13,485		\$0.00
302.10	Embankment construction cut to fill	m³	9,120		\$0.00
302.11	Disposal of excess cut material to fill batter slopes and road reserve as directed by the superintendent	m³	3,055		\$0.00
302.12	SUBGRADE Subgrade preparation	m²	16,480		\$0.00
302.13	Subgrade preparation in road widenings	m²	225		\$0.00
	303 - MATERIAL AND WATER SOURCES				
303.01	PIT ESTABLISHMENT Pavement material borrow pits	Item	1		\$0.00
303.02	WATER SUPPLIES Water supplies	Item	1		\$0.00
	To Summary				\$0.00
	ı	ı	I	Į.	

Item	Description	Unit	Qty	Rate	Amount
itom	SERIES 400 - DRAINAGE	Onic	Giy	rato	7 tillodilt
	402 - SURFACE DRAINS AND LEVEES				
402.01	SURFACE DRAINS AND LEVEES Table drains	m	1,210		\$0.00
402.02	Type F surface drain to culvert inlet / outlet not exceeding 2m wide at base	m	45		\$0.00
402.03	Extra over surface drains for excavation in rock	m³	-		Rate Only
	404 - CULVERTS				
404.01	CULVERTS Reinforced Concrete Pipes Class 2 600 mm diameter class 2 RCP culvert	m	28.8		\$0.00
404.02	Reinforced Concrete Box Sections 1200 x 300 Box culvert	m	22.8		\$0.00
404.03	All Culverts Select bedding	m³	4.2		\$0.00
404.04	Reinforced concrete base slab	m³	9.3		\$0.00
404.05	Reinforced insitu concrete culvert end treatments	m³	7		\$0.00
404.06	Extra over culverts for excavation in rock	m³	-		Rate Only
404.07	Redundant Culverts Removal of 450 mm diameter reinforced concrete pipe	m	10		\$0.00
	406 - ROCK PROTECTION				
406.01	750 mm deep light class rock pitching downstream from culvert outlet headwall	m²	5		\$0.00
	To Summary				\$0.00
	SERIES 500 - PAVEMENT & SURFACING				
	501 - PAVEMENTS				
501.01	BASECOURSE 180 mm thick gravel basecourse - Yandanooka NE Road	m²	15,185		\$0.00
501.02	300 mm thick gravel basecourse - Intersection approach	m²	1,295		\$0.00
501.03	250 mm thick gravel basecourse in widenings - Mingenew Morawa Road	m²	465		\$0.00
	503 - BITUMINOUS SURFACING NOTE: Seal design to be undertaken by contractor and approved by MRWA. Below is indicative only. ROADWORKS Prime				
503.01	Prime coat with BAR of 0.9 litres/m²	m²	11,115		\$0.00
503.02	Bitumen Seal First coat seal with BAR of 1.8 litres/m² and 14mm aggregate	m²	11,115		\$0.00
503.03	Second coat seal with BAR of 1.1 litres/m² and 7mm aggregate	m²	11,115		\$0.00
	To Summary				\$0.00

Item	Description	Unit	Qty	Rate	Amount
	SERIES 600 - TRAFFIC FACILITIES				
	601 - SIGNS				
004.04	SINGLE POST SIGNS		00		Ф0.00
601.01	D4-6B	No.	20		\$0.00
601.02	W1-3B(L)	No.	1		\$0.00
601.03	W8-2B	No.	1		\$0.00
601.04	W2-14C(L)	No.	1		\$0.00
601.05	W2-4B(L)	No.	1		\$0.00
601.06	W2-4B(R)	No.	1		\$0.00
601.07	R1-2B	No.	1		\$0.00
601.08	MR-GS-5	No.	1		\$0.00
601.09	MR-GS-3B(L)	No.	1		\$0.00
601.10	MR-GS-3B(R)	No.	1		\$0.00
601.11	MR-GS-4B	No.	1		\$0.00
601.12	DOUBLE POST SIGNS MR-HM-2	No.	1		\$0.00
601.13	REMOVAL OF REDUNDANT SIGNS Single post sign	No.	4		\$0.00
601.14	Double post sign	No.	1		\$0.00
	602 - GUIDE POSTS				
602.01	Guide posts	No.	75		\$0.00
602.02	Removal of redundant guide posts	No.	7		\$0.00
	604 - PAVEMENT MARKING				
	ROAD PAVEMENT MARKINGS				
604.01	Double two way barrier line	m	1,155		\$0.00
604.02	Edge line	m	817		\$0.00
604.03	RAISED PAVEMENT MARKERS Yellow bi-directional	No.	261		\$0.00
604.04	Yellow uni-directional	No.	21		\$0.00
604.05	Temporary raised pavement markers	Item	1		\$0.00
	To Summa	ary			\$0.00

Item	Description	Unit	Qty	Rate	Amount
	SERIES 900 - MISCELLANEOUS				
	903 - FENCING				
903.01	Agricultural Fencing Agricultural fence (Refer to standard drawing 200311-096)	m	2,050		\$0.00
903.02	Removal Of Redundant Fencing Removal of redundant 1.0 m high agricultrual fencing and gates	m	350		\$0.00
	To Summary				\$0.00

Shire of Mingenew Provisional Sums

SCHEDULE No. 3 - PROVISIONAL SUMS

Shire of Mingenew Provisional Sums

Item	Description	Unit	Qty	Rate	Amount
	PROVISIONAL SUMS				
	SERVICES				
PS.01	Allow the Provisional Sum of \$10,000 for the relocation/protection of services	P.S.	1	\$10,000.00	\$10,000.00
	To Summary				\$10,000.00



Addendum 1

20 December 2022

RFT #	RFT2 22-23						
LG	Shire of Mingenew						
Description	Yandanooka North East Road Intersection Construction						
From	Antoinette Krause – GHD Pty Ltd	Email	Antoinette.krause@ghd.com				
Subject	Addendum 1						

Addendum 1

The closing date for RFT2 22-23 has been extended by one (1) week.

The deadline for submission of tenders is now 14:00 AWST on 17 January 2023.

Acknowledgement of Receipt – Addendum 1

RFT2 22-23

Shire of Mingenew

I	(name) of	.(company)
acknowledge	e receipt of Addendum 1.	
Signature:		
Date:		
Return this 'A	Acknowledgement of Receipt' to tenders@mingenew.wa.go	v.au

→ The Power of Commitment



Addendum 2

13 January 2023

RFT #	RFT2 22-23					
LG	Shire of Mingenew					
Description	Yandanooka North East Road Intersection Construction					
From	Antoinette Krause – GHD Pty Ltd	Email	Antoinette.krause@ghd.com			
Subject	Addendum 2					

Addendum 2

Clarification – gravel:

The proposed gravel pit is located within private property, approximately 2km from the site. The Contractor should make allowance for payment of extracted material in accordance with the Shire's gravel purchasing policy (\$2.00 ex GST per m3).

It is not anticipated that a clearing permit will be required to access gravel.

Note that it is the Contractor's responsibility to determine suitability of the gravel as stated in the Tender Document.

Acknowledgement of Receipt – Addendum 2 RFT2 22-23

Shire of Mingenew

I	(name) of	.(company)
acknowledg	e receipt of Addendum 2.	
Signature:		
Date:		
Return this '	Acknowledgement of Receipt' to tenders@mingenew.wa.go	v.au

→ The Power of Commitment

100



Technical Specification

Yandanooka North East Road Intersection

Shire of Mingenew

28 July 2021

GHD Pty Ltd | ABN 39 008 488 373

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Project manager	Erin Ashley		
Client name	Shire of Mingenew		
Project name	Mingenew PM and Superintendent - Yandanooka NE Road Intersection		
Document title	Technical Specification Yandanooka North East Road Intersection		
Revision version	Rev 0		
Project number	12537490		

Document status

Status	Revision	Author	Reviewer		Approved for issue						
Code			Name	Signature	Name	Signature	Date				
S4	0	D. Pires da Silva	A. Krause G Kezich	Skrouse	A. Krause	Akrouse	28.07.2021				

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Contents

1.	Gene	ral	1
	1.1	General Conditions of Contract	1
	1.2	Specification 100 General Requirements	1
2.	Mana	gement Requirements	3
	2.1	Specification 201 Quality Systems	3
	2.2	Specification 202 Traffic Management	3
	2.3	Specification 203 Safety and Health Management	3
	2.4	Specification 204 Environmental Management Major Works	3
3.	Earth	works	4
	3.1	Specification 301 Vegetation Clearing and Demolition	4
	3.2	Specification 302 Earthworks	4
	3.3	Specification 303 Material and Water Sources	5
4.	Drain	age	6
	4.1	Specification 402 Surface Drains and Levees	6
	4.2	Specification 404 Culverts	6
	4.3	Specification 406 Rock Protection	6
5.	Pavei	ments and Surfacing	7
	5.1	Specification 501 Pavements	7
	5.2	Specification 503 Bituminous Surfacing	7
	5.3	Specification 511 Materials for Bituminous Treatments	7
6.	Traffi	c Facilities	8
	6.1	Specification 601 Signs	8
	6.2	Specification 602 Guideposts	8
	6.3	Specification 604 Pavement Marking	8
7.	Serie	s 700- Not Used	9
8.	Serie	s 800- Not Used	10
9.	Misce	ellaneous	0
	9.1	Specification 901 Concrete – General Works	0
	9.2	Specification 903 Fencing	0
SAF	ETY IN	DESIGN	0
SAF	ETY IN	I DESIGN - Continued	0

Appendices

Appendix A Safety in Design Appendix B Clearing Permit

1. General

This specification shall be read in conjunction with Main Roads Western Australia (Main Roads WA) specifications series 100 to 900, with amendments as listed below. The Main Roads WA specifications are available on the Main Road WA website https://www.mainroads.wa.gov.au/

The contents of each individual specification are to be amended as required by the specific amendment to the standard specification as stated in this specification.

1.1 General Conditions of Contract

Please refer to the Request for Tender (RFT) for the general conditions of contract. If any item in the RFT conflicts with any of the items presented in this document, the more stringent requirement will take precedence.

1.2 Specification 100 General Requirements

Refer to Main Road WA Series 100 standard specification and the following amendments.

Annexure 101A Replace all with "DESCRIPTION OF WORKS."

The nature and extent of the works is to be ascertained by reference to the drawings, specification and conditions of contract and the following (but not limited to the following):

- Clearing existing trees and vegetation works for proposed Yandanooka North East Road Realignment area
- 2. Removal of existing redundant section of Yandanooka North East Road formation and pavement
- 3. Rehabilitation of redundant section of Yandanooka North East Road
- 4. New pavement construction
- Sealing works
- 6. Reconstruction of existing shoulder seal approx.. 1.5m wide.
- 7. Other civil works consisting of the following:
 - Installation of new 1 x 600mm dia culvert Class 2 RCP at CH 541
 - Installation of new 1 x 1200 x 300mm RCBC at CH 1154 including 15m inlet drain and 30m outlet drain – Type F
 - Installation of new fence along the new cadastral boundary
 - Locally shape table drain and ground on the inside of the sweep to ensure runoff drains to culvert inlet at the new junction (south west).

The contractor's rates and prices entered in the Bill of Quantities (Price Schedule) shall be deemed to be the full value of the work covered by the item including but not limited to the following:

- Labour and cost in connection therewith
- Supply of goods, material, storage and costs in connection therewith including delivery to site
- Taking delivery of materials, and good supplied by other, unloading, storage and costs associated therewith
- Plant and Costs;
- Temporary works and
- General obligations, liabilities and risks.
- Special Requirements: Refer to RFT document.

Annexure 101B Replace all with "Not Used."

Annexure 101C Replace all with "SITE ACCESS

Boundary defined by the drawings and any other areas advised by the Superintendent during construction."

Annexure 101D Replace all with "Not Used."

Annexure 101E Replace all with "Not Used."

Annexure 101F Replace all with "PROJECT WORKS SIGNS

- The Contractor shall install 3 Project Works signs at locations as advised by the Superintendent.
- Signs and sign supports shall be fabricated and installed as per Main Roads Western Australia Standard Drawings.
- 3. All text displayed on the Project Works signs must comply with AS 1744 Standard alphabets for road signs.
- 4. The signs and supports must be maintained in good condition for the full period of display."

ANNEXURE 102A Replace all with "ROAD REFERENCE MARKING SUMMARY SHEET

As detailed on the drawings."

Clause 103.03 Replace all with "Not Used."

Clause 103.04 Replace all with "Not Used."

Clause 103.05 Replace all with "Not Used."

Annexure 103A Replace all with "CONTRACTORS SITE FACILITIES

Site facilities and laydown/stockpile areas are to be in areas as designated in the Request for Tender or as directed by the Superintendent. Exact location shall be confirmed with the Superintendent prior to mobilisation."

Annexure 103B Replace all with "Not Used."

Annexure 103C Replace all with "Not Used."

Annexure 103D Insert "1" into box under item 1.

Annexure 106A Replace all with "RELOCATION / ALTERATION TO SERVICES (BY CONTRACTOR)

As per the contract drawings."

Annexure 106B Replace all with "Not Used."

2. Management Requirements

Refer to the Main Roads WA series 200 specifications as follows:

- 1. Specification 201 Quality Systems, as of 26/08/2020
- 2. Specification 202 Traffic Management, as of 27/01/2021
- 3. Specification 203 Safety and Health Management, as of 20/11/2020
- 4. Specification 204 Environmental Management Major Works, as of 06/08/2020 and the following amendments to the above standard specifications.

2.1 Specification 201 Quality Systems

No Amendments

2.2 Specification 202 Traffic Management

Refer Main Roads WA Mid West Branch Traffic Control requirements.

Approval of Traffic Management Plan required by Main Roads WA Mid West Branch Traffic Control Officer.

2.3 Specification 203 Safety and Health Management

No change. Also refer to Appendix A for Safety in Design.

2.4 Specification 204 Environmental Management Major Works

The Works Site contains nominated weed species for control and disposal as follows:

Location	Weed species
Generally	Common species associated with a degraded environment.
	Control shall be as specified in Spec 301 CLEARING.

Insert Clause "DUST CONTROL

- The Contractor shall employ construction methods that will keep dust to a minimum. The
 Contractor shall as required provide for the control of dust such as by watering of the Works
 and of roads and other areas affected by the work under the Contract.
- The Contractor shall take appropriate action to eliminate dust raised on any temporary driving surface, when this dust constitutes an inconvenience or hazard to workers, road users or nearby residences and/or property."

Insert Clause "WEED CONTROL

 The Contractor shall develop, implement and maintain processes and procedures to identify and control declared and invasive weed species within the Contract areas.

3. Earthworks

Refer to the Main Roads WA series 300 specifications as follows:

- 1. Specification 301 Vegetation Clearing and Demolition, as of 21/10/2019;
- 2. Specification 302 Earthworks, as of 18/11/2020;
- 3. Specification 303 Material and Water Sources as of 05/08/2020
- Specification 304 Revegetation and Landscaping NOT USED;

and following amendments to the above standard specifications.

3.1 Specification 301 Vegetation Clearing and Demolition

Clause 301.01 Insert "The Contractor must refer to the Clearing Permit (Area Permit Number CPS 9131/1) in the Appendix B for all clearing condition."

Table 301A.1 Replace all with "LOCATIONS AND TREATMENT OF VEGETATION TO BE CLEARED

Vegetative clearing shall be limited the extents shown on the contract drawings and the above clearing permit."

Table 301A.2 Replace all with "Not used."

Table 301A.3 Replace all with "Not used."

Table 301B.1 Replace all with "Not used."

Table 301C.1 Replace all with "NOMINATED STOCKPILE LOCATIONS

Contractor to nominate stockpile locations to minimise environmental impacts with Principal's approval."

Table 301D.1 NOMINATED ONSITE LOCATIONS FOR SPOIL MATERIALS

Replace all with "Contractor to nominate onsite spoil sites to minimise environmental impacts with Principal's approval."

Table 301D.2 NOMINATED OFF-SITE LOCATIONS FOR SPOIL MATERIALS

Replace all with "Contractor to nominate offsite spoils sites with Principal's approval."

3.2 Specification 302 Earthworks

Clause 302.26 Replace all with "General Requirements

Blasting, storage of explosives and transportation of explosives is not permitted on this site."

Clause 302.27 Replace all with "Not used."

Annexure 302A Replace all with "Not used."

TABLE 302B.01 Replace all with "Contactor to refer to Main Roads WA Mid West Branch for required fill Information. Approval to be obtained prior to the commencement of works."

TABLE 302B.02 Replace all with "Contactor to refer to Main Roads WA Mid West Branch for required fill Information. Approval to be obtained prior to the commencement of works."

"

3.3 Specification 303 Material and Water Sources

Annexure 303A Replace all with "No pits or quarries have been nominated by the Principal. All pits and quarries if required shall be proposed by the contractor and will be subject to the Principal's approval."

4. Drainage

Refer to the Main Roads WA series 400 specifications as follows:

- 1. Specification 402 Surface Drains and Levees, as of 11/11/2019
- 2. Specification 403 Sub Soil Drains, NOT USED
- 3. Specification 404 Culverts, as of 11/12/2020
- 4. Specification 405 Drainage Structures, NOT USED
- 5. Specification 406 Rock Protection, as of 20/09/2017
- 6. Specification 407 Kerbing, NOT USED
- 7. Specification 408 Revetment Mattress-NOT USED
- 8. Specification 410 Low Strength Infill NOT USED

and following amendments to the above standard specifications.

4.1 Specification 402 Surface Drains and Levees

No Amendments.

4.2 Specification 404 Culverts

Clause 404A2 2.1 Replace all with "Refer to design drawings"

4.3 Specification 406 Rock Protection

No Amendments.

5. Pavements and Surfacing

Please refer to the Main Roads WA series 500 specifications as follows:

- 1. Specification 501 Pavements, as of 20/02/2020
- 2. Specification 502 Stone Mastic Asphalt, NOT USED
- 3. Specification 503 Bituminous Surfacing, as of 05/02/2018
- 4. Specification 504 Asphalt Wearing Course, NOT USED
- 5. Specification 505 Segmental Paving, NOT USED
- 6. Specification 506 Enrichment Seals NOT USED
- 7. Specification 507 Microsurfacing NOT USED
- 8. Specification 508 Cold Planing, NOT USED
- 9. Specification 509 Polymer Modified Bituminous Surfacing NOT USED
- 10. Specification 510 Asphalt Intermediate Course, NOT USED
- 11. Specification 511 Materials for Bituminous Treatments as of 24/02/2020
- 12. Specification 516 Crumb Rubber Open Graded Asphalt, NOT USED and the following amendments to the above standard specifications.

5.1 Specification 501 Pavements

No amendments.

5.2 Specification 503 Bituminous Surfacing

The Contractor is required to prepare a seal design for approval by Main Roads WA Mid West branch.

TABLE 503C1 replace all with "DESIGN RESPONSIBILITY"

DESIGN RESPONSIBILITY

Seal Type	Location	Design Responsibility		
Prime	All Works	Contractor		
Primerseal	All Works	Contractor		
Seal/Reseal	All Works	Contractor		

5.3 Specification 511 Materials for Bituminous Treatments

No amendments.

6. Traffic Facilities

Refer to the Main Roads WA series 600 specifications as follows:

- 1. Specification 601 Signs, as of 15/02/2021;
- 2. Specification 602 Guide Posts as of 02/05/2017
- 3. Specification 603 Safety and Traffic Barrier Systems NOT USED
- 4. Specification 604 Pavement Marking, as of 08/11/2016
- 5. Specification 605 Grab Rails and Bollards NOT USED
- 6. Specification 606 Tactile Ground Surface Indicators NOT USED and the following amendments to the above standard specifications.

6.1 Specification 601 Signs

No amendments.

6.2 Specification 602 Guideposts

No amendments.

6.3 Specification 604 Pavement Marking

No amendments.

7. Series 700- Not Used

8. Series 800- Not Used

Miscellaneous 9.

Refer to the Main Roads WA series 900 specifications as follows:

- Specification 901 Concrete General Works, as of 15/06/2018
- 2. Specification 903 Fencing – as of 29/10/2019
- 3. Specification 904 Noise Walls - NOT USED
- 4. Specification 905 Limestone Retaining Walls - NOT USED
- Specification 908 Anti-Graffiti, NOT USED;

and the following amendments to the above standard specifications.

Specification 901 Concrete – General Works 9.1

No amendments.

Specification 903 Fencing 9.2

No amendments.

Appendices

Appendix A Safety in Design

SAFETY IN DESIGN

Extracted from Greenfield technical Services Design Memo - 23 March 2021:

4.0 SAFETY IN DESIGN

4.1 Design process

4.1.1 Design speed

The nominated design speed through the R=180m curve (Ch 817A-1132A) is 60km/h. The design horizontal geometry has been influenced by the location of the intersection at the end of the curve which requires vehicles to give way to the through traffic on Mingenew Morawa Rd. Adopting larger curves to provide a higher design speed was considered but this would result in higher vehicles speeds on the approach to the intersection, as well as additional land acquisition.

The majority of Yandanooka NE Rd is sealed approx. 4m wide. As there is no posted speed limit, the derestricted speed limit applies (maximum speed up to 110km/h). Therefore, the 60km/hr design speed for the R=180m curve is less than the maximum expected approach speed of vehicles. There is a hazard associated with horizontal geometry in this section if vehicle speeds exceed 60km/h. This risk is primarily related to the traffic approaching from the west. The risk associated with this hazard is that vehicles may run off the road or veer into the oncoming traffic lane. The traffic approaching from the east will have a much lower speed as they have had to slow down on Mingenew Morawa Rd to approx. 20-30km/h to enable a turn through the intersection.

This hazard could result in personal injury and/or damage to the vehicle. To manage this risk, the design includes:

- · T-junction on curve warning sign on the western approach to the curve,
- · CAMs on the outside of the curve for westbound traffic
- Painted edgelines for both lanes through the curve
- . Double two-way barrier line plus RRPMs along the centreline through the curve

The incorporation of the signs and linemarking results in a residual risk that is considered low.

4.1.2 Pavement width

The GRD Part 3 notes that a vehicle travelling on a curve occupies a greater width of pavement than it does on a straight as the wheels track inside and outside the front, depending on the speed, and the front overhang reduces the clearance between passing and overtaking vehicles. Therefore, the pavement may be widened to maintain the lateral clearance between vehicles equal to the clearance available on straight sections of road.

There is a hazard associated through the curves if the swept path of the 36.5m design vehicle is greater than the seal width. The risk associated with this hazard is that the vehicle swept path may run off the edge of the seal and wear down the shoulder.

This hazard could result in damage to the shoulder and the edge of the seal. Over time, this damage could result in loss of control of the vehicle which could lead to in personal injury and/or damage to the vehicle.

To manage this risk, the design includes seal widening through the curves. For a 36.5m long vehicle, Table 7.13 in the GRD Part 3 nominates widening as follows:

- . 0.7m widening per lane for a 180m radius curve
- 0.2m widening per lane for a 750m radius curve

4.1.3 Mingenew Morawa Rd intersection

The vehicles turning in and out of the intersection, and their interaction with the other traffic on Yandanooka NE Rd, represent a hazard. The risk associated with this hazard is vehicles on Mingenew Morawa Rd colliding with vehicles turning in/out of Yandanooka NE Rd which could result in personal injury and/or damage to the vehicles. To manage this risk, the following measures have been included in the design process:

- Measurement of SISD, ASD and SSD to establish that the minimum required amount is provided on both approaches for the associated design speed
- Detailing of linemarking on both approaches on Mingenew Morawa Rd
- Detailing of an intersection warning sign, Give Way sign, sight board and linemarking on the Yandanooka NE Rd approach
- Detailing of the BAR and BAL intersection turning treatments appropriated for the proposed design traffic and the swept paths.

These measures have resulted in a lower residual risk.

4.1.5 Clear zone

A clear zone is defined as the area adjacent to the traffic lane that should be kept free from features that would be potentially hazardous to errant vehicles. The clear zone provides a traversable and recoverable width to allow errant vehicles to get back on the road carriageway in the event they deviate from the normal running surface. The GRD Part 6 states that the minimum clear zone required for this section of Yandanooka NE Rd varies from 3.5m up to 10.4m, however in most sections the clear zone is between 3.5m and 4.5m from the edge of the traffic lane.

Between Ch 0A-100A there is currently vegetation within the clear zone which represents a hazard. There is also a single tree at the end of the right-hand sweep at the intersection which is within the clear zone. The risk associated with this hazard is that vehicles that leave the road formation may crash into this vegetation. This hazard could result in personal injury and/or damage to the vehicle. To manage this risk, these trees have been detailed to be removed.

The design model results in pavement and formation batters, as well as table drains, which are within the clear zone. If batters are detailed too steep, they are not traversable by errant vehicles that leave the carriageway. To manage these risks, the proposed design is based on the following:

- 4:1 fill batters.
- Table drains with a 6:1 front slope and a 4:1 backslope.
 Fig 4.18 of the GRD Part 3 details the preferred channel cross sections for v-drains and a 4:1 backslope with a 6:1 foreslope falls inside the desirable zone. The GRD Part6 notes that these preferable drain designs are not considered hazardous as they are considered traversable. As such, they need not be constructed beyond the area of interest.
- 3:1 cut batters in large cut sections have been located outside the clear zone.

4.2 Construction process

The road construction process will contain various common construction hazards which have risks associated with damage to persons, plant and property. No unique construction risks associated with

the design of the proposed Yandanooka NE Rd have been identified during the design process. The common construction hazards will need to be identified and managed through the construction contactor's project planning and onsite safety processes.

SAFETY IN DESIGN - Continued

Table 1 Construction Risk

Identified Safety Risk & Current Risk Exposure				Proposed Treatment & Residual Risk Exposure				Residual Risk				
Ref	Risk Description	Existing Controls	Likelihood	Consequence	Severity Rating	Proposed Control	Likelihood	Consequence	Severity Rating	Responsibility	Residual Risk	Action Required
1	Risk: Injury during construction of facilities Cause: Normal construction activities including manual lifting, craneage, excavations, power tools, electrical works etc. Consequence: Potential hospitalization of workers	Contractor's normal responsibility	Possible	Moderate	Moderate	To be covered in Construction Risk Assessment Workshop and other Contractor work method statements and the like	Possible	Moderate	Moderate	Main Contractor	Unchanged	To be covered in Construction Risk Assessment Workshop and other Contractor work method statements and the like

Appendix B Clearing Permit



Our ref: CPS 9131/1 Enquiries: Corey Boivin Phone: 6364 6958

Email: info@dwer.wa.gov.au

Mr Nils Hay Chief Executive Officer Shire of Mingenew PO Box 120 MINGENEW WA 6522

via email: ceo@mingenew.wa.gov.au

Dear Mr Hay,

APPLICATION TO CLEAR NATIVE VEGETATION UNDER THE *ENVIRONMENTAL PROTECTION ACT 1986* – CLEARING PERMIT CPS 9131/1 GRANTED

I refer to The Shire of Mingenew's application for a permit under section 51E(1) of the *Environmental Protection Act 1986* (the EP Act), to clear 0.035 hectares of native vegetation within Mingenew-Morawa Road (PIN 11459987) and Yandanooka North-East Road (PIN 11460000), Mount Budd for the purpose of road intersection upgrades. The application was received by the Department of Water and Environmental Regulation (DWER) on 2 December 2020 and assigned the reference CPS 9131/1.

The Delegated Officer has assessed the application and determined that a clearing permit be granted under section 51E(5) of the EP Act. This permit authorises the permit holder to clear native vegetation, subject to the terms, conditions, and restrictions specified.

A copy of the permit and the associated decision report are attached to this notification, and are now also available on DWER's website (at https://www.der.wa.gov.au/our-work/clearing-permits/clearing-permits-available-for-public-appeal) for the public to view, as required under regulation 8 of the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*.

Please read the conditions on the permit carefully and note that there are penalties for non-compliance with those conditions. If you wish to discuss this permit and/or its conditions, please contact DWER.

Subject to compliance with any pre-clearing conditions on the permit, clearing must not be undertaken before the permit duration commencement date stated on the permit.

Please also note that in undertaking the clearing authorised under this permit, the permit holder must have regard to avoiding clearing, minimising clearing, and reducing the impacts of clearing on any environmental value.

If the Shire of Mingenew are aggrieved by any of the conditions of the permit, an appeal may be lodged with the Minister for Environment, via the Office of the Appeals Convenor. If lodging an appeal, it must be in writing, setting out the grounds of the appeal, and be received within 21 calendar days of being notified of the decision. For further information or to lodge an appeal, please contact the Office of the Appeals (see contact details below):

Office of the Appeals Convenor Level 22 Forrest Centre 221 St George's Terrace, PERTH WA 6000 Tel: 6364 7990 Fax: 6364 7999

Email: admin@appealsconvenor.wa.gov.au Website: www.appealsconvenor.wa.gov.au

Note that third parties may also appeal against the grant of this permit or its conditions. Please note that, while an appeal is lodged by a third party is under consideration:

- if the appeal is against the grant of this permit, then under section 101A(9) of the EP Act, the permit is deemed not to have been granted and clearing cannot commence until the appeal is determined; and
- if the appeal is regarding a condition(s) of the permit, then under section 101A(6), the permit continues to have effect and clearing can commence in accordance with the conditions of the permit.

For more information about complying with your permit to clear native vegetation, please refer to Fact Sheet 4: Complying with your clearing permit found at: https://www.der.wa.gov.au/our-work/clearing-permits/49-fact-sheets.

Compliance with the terms, conditions, or restrictions of this permit does not absolve the permit holder from responsibility for compliance with the requirements of all Commonwealth, State, and local government legislation.

If you have any queries, please contact the Environmental Officer, as listed above.

Yours sincerely

Ryan Mincham MANAGER NATIVE VEGETATION REGULATION

Officer delegated under section 20 of the Environmental Protection Act 1986

29 April 2021

Attached: Clearing permit (CPS 9131/1)

Decision report for CPS 9131/1



CLEARING PERMIT

Granted under section 51E of the Environmental Protection Act 1986

PERMIT DETAILS

Area Permit Number: CPS 9131/1

File Number: DWERVT7077

Duration of Permit: From 22 May 2021 to 22 May 2023

PERMIT HOLDER

Shire of Mingenew

LAND ON WHICH CLEARING IS TO BE DONE

Mingenew-Morawa Road Reserve (PIN 11459987)

Yandanooka North-East Road Reserve (PIN 11460000)

AUTHORISED ACTIVITY

The permit holder must not clear more than 0.035 hectares of native vegetation within the areas cross-hatched yellow in Figure 1 of Schedule 1.

CONDITIONS

1. Avoid, minimise, and reduce impacts and extent of clearing

In determining the native vegetation authorised to be cleared under this permit, the permit holder must apply the following principles, set out in descending order of preference:

- (a) avoid the clearing of native vegetation;
- (b) minimise the amount of native vegetation to be cleared; and
- (c) reduce the impact of clearing on any environmental value.

2. Weed management

When undertaking any clearing authorised under this permit, the permit holder must take the following measures to minimise the risk of introduction and spread of *weeds*:

(a) clean earth-moving machinery of soil and vegetation prior to entering and leaving the area to be cleared:

CPS 9131/1, 29 April 2021

- (b) ensure that no known weed-affected soil, *mulch*, *fill*, or other material is brought into the area to be cleared; and
- (c) restrict the movement of machines and other vehicles to the limits of the areas to be cleared.

3. Records that must be kept

The permit holder must maintain records relating to the listed relevant matters in accordance with the specifications detailed in Table 1.

Table 1: Records that must be kept

No.	Relevant matter	Spec	cifications
1.	In relation to the authorised clearing	(a)	the species composition, structure, and density of the cleared area;
	activities generally		the location where the clearing occurred, recorded using a Global Positioning System (GPS) unit set to Geocentric Datum Australia 1994 (GDA94), expressing the geographical coordinates in Eastings and Northings;
			the date that the area was cleared;
			the size of the area cleared (in hectares);
		(e)	actions taken to avoid, minimise, and reduce the impacts and extent of clearing in accordance with condition 1 of this permit; and
		(f)	actions taken to minimise the risk of the introduction and spread of weeds in accordance with condition 2 of this permit.

4. Reporting

The permit holder must provide to the *CEO* the records required under condition 3 of this permit when requested by the *CEO*.

DEFINITIONS

In this permit, the terms in Table have the meanings defined.

Table 2: Definitions

Term	Definition				
СЕО	Chief Executive Officer of the department responsible for the administration of the clearing provisions under the <i>Environmental Protection Act 1986</i> .				
clearing	has the meaning given under section 3(1) of the EP Act.				
condition	a condition to which this clearing permit is subject under section 51H of the EP Act.				
department	means the department established under section 35 of the <i>Public Sector Management Act 1994</i> (WA) and designated as responsible for the administration of the EP Act, which includes Part V Division 3.				
EP Act	Environmental Protection Act 1986 (WA)				
fill	means material used to increase the ground level, or to fill a depression.				
mulch	means the use of organic matter, wood chips or rocks to slow the movement of water across the soil surface and to reduce evaporation.				
native vegetation	has the meaning given under section 3(1) and section 51A of the EP Act.				
	means any plant –				
weeds	 (a) that is a declared pest under section 22 of the <i>Biosecurity and Agriculture Management Act 2007</i>; or (b) published in a Department of Biodiversity, Conservation and 				
	Attractions species-led ecological impact and invasiveness ranking summary, regardless of ranking; or				
	(c) not indigenous to the area concerned.				

END OF CONDITIONS

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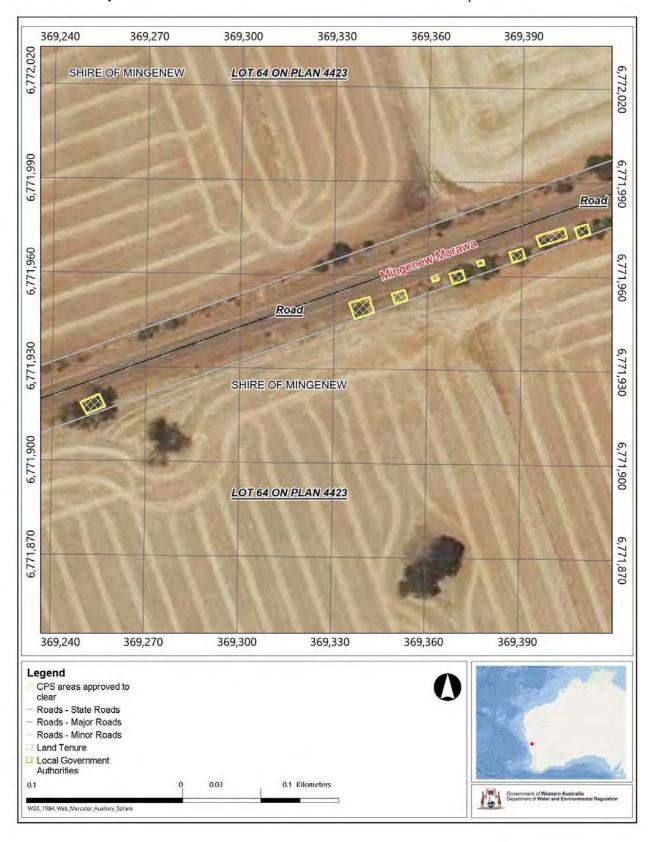
Ryan Mincham
MANAGER
NATIVE VEGETATION REGULATION

Officer delegated under Section 20 of the Environmental Protection Act 1986

29 April 2021

SCHEDULE 1

The boundary of the area authorised to be cleared is shown in the maps below.



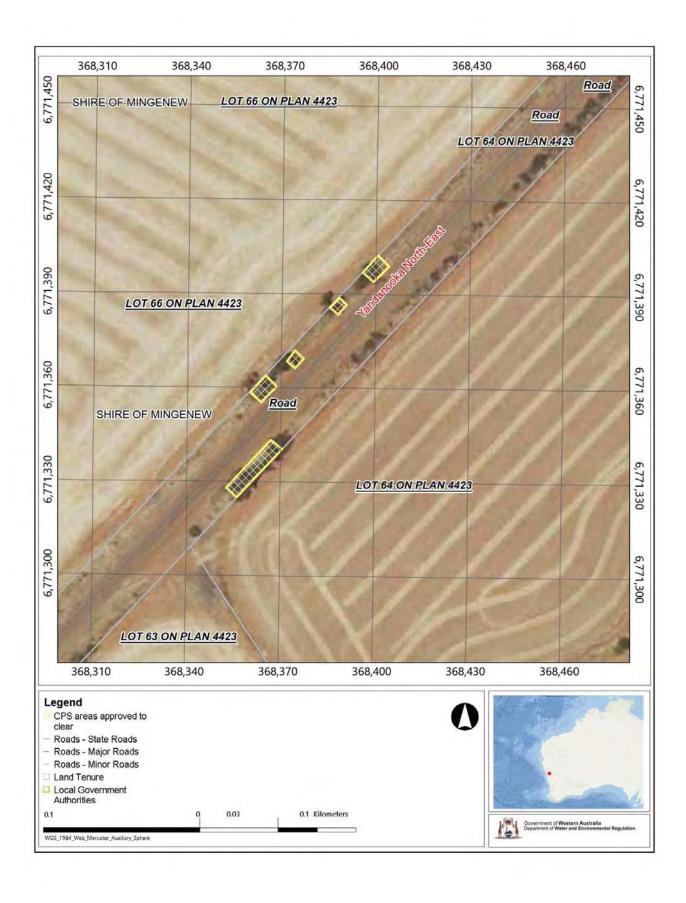


Figure 1: Maps of the boundary of the area within which clearing may occur

1 Application details and outcome

1.1. Permit application details

Permit number: CPS 9131/1

Permit type: Area permit

Applicant name: Shire of Mingenew

Application received: 2 December 2020

Application area: 0.035 hectares of native vegetation

Purpose of clearing: Road intersection upgrades

Method of clearing: Mechanical

Property: Mingenew-Morawa Road reserve (PIN 11459987)

Yandanooka North-East Road reserve (PIN 11460000)

Location (LGA area/s): Shire of Mingenew

Localities (suburb/s): Mount Budd

1.2. Description of clearing activities

The vegetation proposed to be cleared is 0.035 hectares of native vegetation distributed across 14 separate areas for the purpose of road intersection upgrades. (see Figure 1, Section 1.5).

1.3. Decision on application

Decision: Granted

Decision date: 29 April 2021

Decision area: 0.035 hectares of native vegetation, as depicted in Section 1.5, below.

1.4. Reasons for decision

This clearing permit application was submitted, accepted, assessed and determined in accordance with sections 51E and 51O of the *Environmental Protection Act 1986* (EP Act). The Department of Water and Environmental Regulation (DWER) advertised the application for 21 days and no submissions were received.

In making this decision, the Delegated Officer had regard for the site characteristics (see Appendix C), relevant datasets (see Appendix H.1), the clearing principles set out in Schedule 5 of the EP Act (see Appendix D), relevant planning instruments and any other matters considered relevant to the assessment (see Section 3). The Delegated Officer also took into consideration this clearing is in relation to road safety improvements.

Assessment of this application identified:

- the potential introduction and spread of weeds into adjacent vegetation, which could impact on the quality
 of the adjacent vegetation and its habitat values; and
- the application area comprises native vegetation in an area that has been extensively cleared.

After consideration of the available information, the Delegated Officer determined the proposed clearing is unlikely to have long-term adverse impacts on environmental values. The Delegated Officer decided to grant a clearing permit subject to conditions to:

- avoid, minimise to reduce the impacts and extent of clearing; and
- implementation of hygiene measures to minimise the risk of the introduction and spread of weeds

1.5. Site maps

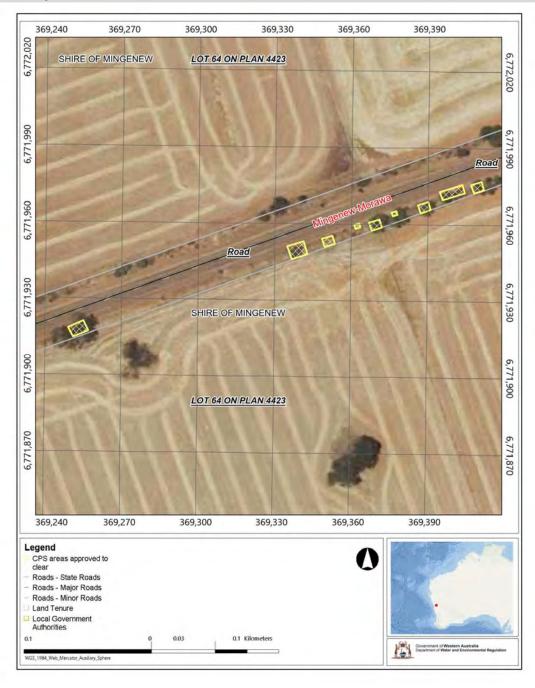


Figure 1: Map of the application area. The areas cross-hatched yellow indicate the areas authorised to be cleared under the granted clearing permit.

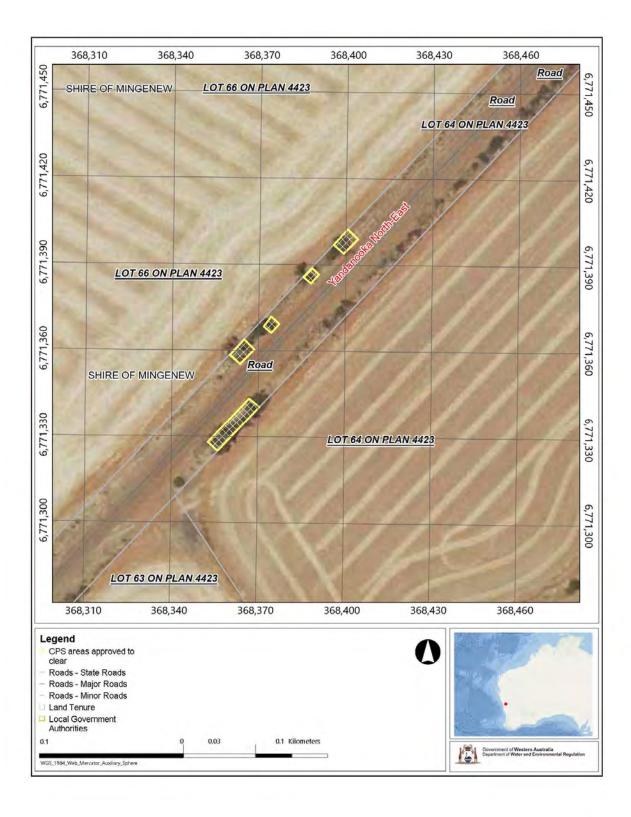


Figure 2: Map of the application area. The areas cross-hatched yellow indicate the areas authorised to be cleared under the granted clearing permit.

2 Legislative context

The clearing of native vegetation in Western Australia is regulated under the EP Act and the *Environmental Protection* (Clearing of Native Vegetation) Regulations 2004 (Clearing Regulations).

In addition to the matters considered in accordance with section 510 of the EP Act (see Section 1.4), the Delegated Officer has also had regard to the objects and principles under section 4A of the EP Act, particularly:

- the precautionary principle
- the principle of intergenerational equity
- the principle of the conservation of biological diversity and ecological integrity.

Other legislation of relevance for this assessment include:

- Biodiversity Conservation Act 2016 (WA) (BC Act)
- Environment Protection and Biodiversity Conservation Act 1999 (Cth) (EPBC Act)

The key guidance documents which inform this assessment are:

- A guide to the assessment of applications to clear native vegetation (DER, December 2013)
- Procedure: Native vegetation clearing permits (DWER, October 2019)

3 Detailed assessment of application

3.1. Avoidance and mitigation measures

The applicant has advised that the intersection design chosen utilises minimal clearing in the design while still improving road safety and visibility (see Appendix F.).

The applicant has engaged a supervising contractor to manage the construction of the road upgrades and plans to implement works during the winter period which will mitigate potential wind erosion risks (Applicant, 2021).

3.2. Assessment of impacts on environmental values

In assessing the application, the Delegated Officer has had regard for the site characteristics (see Appendix C) and the extent to which the impacts of the proposed clearing present a risk to biological, conservation, land and water resource values.

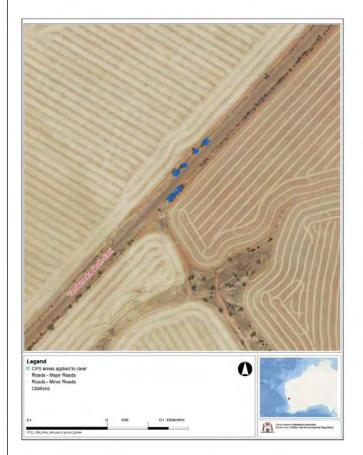
The assessment against the clearing principles (see **Error! Reference source not found.**) identified that the impacts of the proposed clearing would result in the removal of a small amount of vegetation within an area which had been extensively cleared. The consideration of these impacts, and the extent to which they can be managed through conditions applied in line with sections 51H and 51I of the EP Act, is set out below.

3.2.1. Significant remnant vegetation - Clearing Principle (e)

Assessment

The application area is mapped within the Avon Wheatbelt bioregion and the Mingenew 354 vegetation association which retain 18.51% and 11.36% respectively. The local area (20-kilometre radius from the centre of the area proposed to be cleared) retains approximately 17.7% of the original native vegetation cover. These figures are inconsistent with national objectives of 30% of biodiversity conservation.

The surrounding landscape has been extensively cleared with the land immediately adjacent to the application area consisting of cleared agricultural land. There are small, scattered areas of mapped remnant vegetation near the application area, the closest of which is approximately 250 m north east. The proposed clearing consists of 14 separate parcels across two locations. Vegetation is present along the roadside in between these locations (see Figures 2 and 3) and vegetation is to be retained within the road reserve within close proximity to the application areas



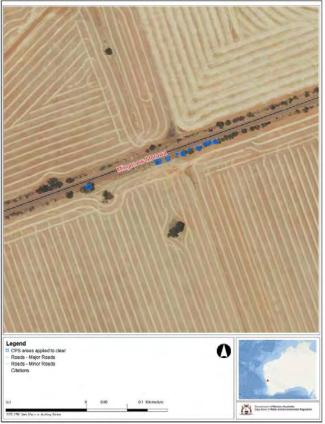


Figure 3: Aerial imagery of the "Western Area" showing retention of roadside vegetation along Yandanooka North-East Road and the numerous small clearing areas.

Figure 4: Aerial imagery of the "Eastern Area" showing retention of roadside vegetation along Mingenew-Morawa Road and the numerous small clearing areas.

Mapped remnant vegetation is present within the local area with remnants located 250 - 500 m from the application area (see Figure 5). It is unlikely the vegetation proposed to be cleared provides significant functionality as an ecological linkage given the retention of vegetation within the road reserve and the proximity to mapped remnant vegetation.

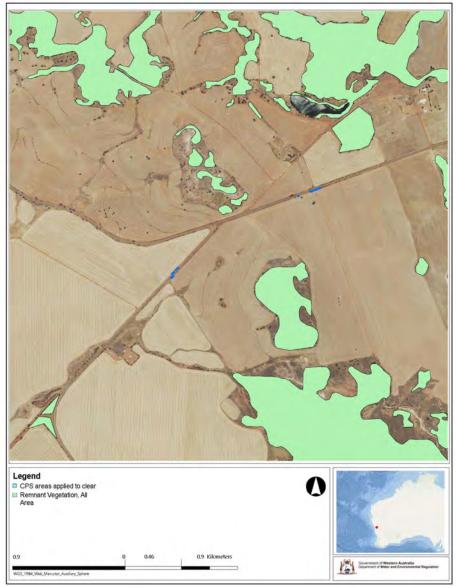


Figure 5: Aerial imagery showing the extent of mapped remnant vegetation in proximity of the application areas.

Usage of vegetation by Black Cockatoos

The application areas are not located within known distribution areas for Forest Red-tailed Black Cockatoos (*Calyptorhychus banksii*) or Baudin's Black Cockatoo (*C. baudinii*) (DSEWPaC 2012). The nearest known Forest Red-tailed Black Cockatoo breeding location is found approximately 26 km away.

The areas proposed to be cleared are within the mapped breeding range of Carnaby's Black Cockatoo (*C. latirostris*), with the nearest confirmed breeding location approximately 39 km from the application area. The nearest confirmed roost is located approximately 35 km away and the nearest unconfirmed roost is approximately 32 km away. Assessment of the photographs supplied by the applicant (see Appendix F) indicate that the trees proposed to be cleared are not of sufficient size to be utilised by *C. latirostris* for breeding and no visible hollows were observed. Given the small scale of the proposed clearing and that the application areas are not located within a 6-12 km radius of a nesting site or 6 km radius of a night roost, it unlikely the vegetation proposed to be cleared comprises a

significant foraging resource for Black Cockatoos, particularly given the extent of mapped remnant vegetation surrounding the application area (DSEWPaC 2012).

Conclusion

Based on the above assessment, despite the vegetation extent within the local area being below the national retention target of 30%, the vegetation proposed to be cleared is not considered significant as it is not likely to be utilised by fauna of conservation significance, in particular *C. latirostris*. The vegetation proposed to be cleared is not likely to serve a significant linkage function due to small scale of the clearing, presence of remnant vegetation near the clearing area, and the retention of vegetation within the road reserve (see Figures 2, 3, and 4). The vegetation retained between clearing areas will continue to act as a stepping-stone for fauna transition between mapped remnants north and south of the application area (see Figures 3 and 4), maintaining any potential linkage function.

Conditions

No conditions required.

3.3. Relevant planning instruments and other matters

The Shire of Mingenew advised DWER that local government approvals are not required, and that the proposed clearing is consistent with the Shire's Local Planning Scheme.

Main Roads Western Australia has provided in principle support for the Shire of Mingenew to undertake the clearing as per this application.

There are no Aboriginal Sites of Significance within close proximity, or intersected by the application areas.

End

Appendix A. Additional information provided by applicant

Summary of comments	Consideration of comment		
Shire of Mingenew provided photographs of the area proposed to be cleared.	Assessment of the photographs was undertaken to determine the species composition and vegetation condition of the application area (see Appendix C).		

Appendix C. Site characteristics

C.1. Site characteristics

Characteristic	Details					
Local context	The areas proposed to be cleared comprise 0.035 ha of isolated patches of native vegetation in the intensive land use zone of Western Australia. They are surrounded by cleared agricultural land in the immediate vicinity with areas of native vegetation scattered throughout the local area. The proposed clearing areas are small, isolated remnants on roadsides in a highly cleared landscape.					
	Spatial data indicates the local area (20-kilometre radius from the centre of the area proposed to be cleared) retains approximately 17.7 per cent of the original native vegetation cover.					
Ecological linkage	The application area does not form part of any formal mapped linkage, however, due to the extensively cleared landscape, the vegetation may contribute to informal linkage functionality. The application areas are small and scattered with vegetation retained in between them. This retention of vegetation serves to retain any potential linkage function.					
	Remnant vegetation is mapped to the north and south of the application areas.					
Conservation areas	The application area does not intersect any conservation areas. The local area contains 53 reserves, three of which are "Class A". The nearest "Class A" reserve is located 16.5 km from the application area					
Vegetation description	Photographs supplied by the applicant indicate the vegetation within the proposed clearing area consists of <i>Acacia sp.</i> , York Gum, and exotic grass species. Representative photos are available in F. This is broadly consistent with the mapped vegetation types: • Avon Wheatbelt – Mingenew System 354, which is described as: Shrublands; jam and <i>Acacia rostellifera</i> (+ hakea) scrub with scattered York Gum (Shepherd et al, 2001) The mapped vegetation type retains approximately 11.36 per cent of the original extent (Government of Western Australia, 2019).					
Vegetation condition	 Photographs supplied by the applicant indicate the vegetation within the proposed clearing area is in Degraded to Completely Degraded (Keighery, 1994) condition, described as: Degraded: Basic vegetation structure severely impacted by disturbance. Scope for regeneration but not to a state approaching good condition without intensive management. For example, disturbance to vegetation structure caused by very frequent fires, the presence of very aggressive weeds, partial clearing, dieback and/or grazing. Completely Degraded: The structure of the vegetation is no longer intact and the area is completely or almost completely without native species. These areas are often described as 'parkland cleared' with the flora comprising weed or crop species with isolated native trees or shrubs. 					

Characteristic	Details
	The full Keighery (1994) condition rating scale is provided in Appendix E. Representative photos are available in F.
Climate	Rainfall: 400 mm
	Evapotranspiration: 400 mm
Topography	The elevation of the application areas ranges from 230 m AHD in the eastern application areas to approximately 250 m AHD in the western application areas.
Soil description	The soil across the application areas is mapped as: 226Mb_4 (Mount Budd 4 Subsystem) described as gently inclined foot slopes with red, grey, and pale-yellow sands and gradational red sands. 226Mb_2 (Mount Budd 2 Subsystem) described as gently to moderately inclined upper foot slopes, eroded sandy loam duplex soils and rocky loams.
Land degradation risk	 <3% of map unit has a moderate to high flood risk <3% of map unit has a moderate to high salinity risk or is presently saline 50-70% of map unit has a high to extreme phosphorous export risk <3% of map unit has a high to extreme phosphorous export risk 10-30% of map unit has a high subsurface acidification risk or is presently acid >70% of map unit has a high subsurface acidification risk or is presently acid 10-30% of map unit has a high to extreme water erosion risk <3% of map unit has a high to extreme water erosion risk >70% of map unit has a high to extreme wind erosion risk <3% of map unit has a high to extreme wind erosion risk
Waterbodies	The desktop assessment and aerial imagery indicated that no watercourses, waterbodies or wetlands transect the area proposed to be cleared. A large man-made dam and the Lockier River are located approximately 520 m from one of the clearing application areas.
Hydrogeography	The application area is located in the Gascoyne Groundwater Area, proclaimed under section 26B (1) of the <i>Rights in Water and Irrigation Act 1914</i> . The Priority 2 Mingenew Water Reserve is located within the local area, approximately 16.5 km from the application area.
Flora	The local area contains 177 records from 53 flora species of conservation significance. Of these records, 11 species occur on the same soil type as the application area, of which one species is classified as "threatened"
	The closest conservation significant flora record is the Priority 4 <i>Lepidobolus densus</i> located approximately 1.1 km from the application area.
	Photos provided by the applicant indicate and abundance of exotic grasses within the application area.
Ecological communities	The local area contains 140 records of Threatened or Priority Ecological Communities. The closest record to the application area is a mapped area of Eucalypt woodlands of the Western Australian Wheatbelt located approximately 10.5 km away. The application area does not intersect any TECs or PECs.
Fauna	The local area contains 17 records of 5 fauna species of conservation significance. The nearest record to the application area is of <i>Idiosoma arenaceum</i> (Geraldton Sandplain Shield-backed Trapdoor Spider) located approximately 2.2 km away. The species with the most records within the local area is the <i>Leipoa ocellata</i> (Malleefowl) with 9 records.

C.2. Vegetation extent

	Pre- European extent (ha)	Current extent (ha)	Extent remaining (%)	Current extent in all DBCA managed land (ha)	Current proportion (%) of pre- European extent in all DBCA managed land
IBRA bioregion*					
Avon Wheatbelt	9,517,109.95	1,761,187.42	18.51	174,980.68	1.84
IBRA bioregion system*					
Avon Wheatbelt - Mingenew	96,515.33	12,915.64	13.38	894.77	0.93
Vegetation association within IBRA system*					
Avon Wheatbelt – Mingenew Vegetation Association 354	91,099.79	10,352.71	11.36	894.77	0.98

^{*}Government of Western Australia (2019a)

C.3. Flora analysis table

Species name	Conserva tion status	Suitable habitat features ? [Y/N]	Suitable vegetation type? [Y/N]	Suitable soil type? [Y/N]	Distance of closest record to application area (km)	known records	Are surveys adequate to identify? [Y, N, N/A]
Acacia lanceolata	P3	N	N	Υ	2.9	9	N/A
Babingtonia fascifolia	P1	N	N	Υ	4.8	6	N/A
Calyrix purpurea	P2	Y	N	Υ	5.3	3	N/A
Lepidobolus densus	P4	N	N	Υ	1.1	4	N/A
Pityrodia viscida	P4	N	N	Υ	7.1	4	N/A
Rhodanthe sp. Yuna	P3	N	N	Υ	6.7	2	N/A
Schoenia filifolia subsp. subulifolia	EN	N	N	Υ	5.0	11	N/A
Scholtzia brevistylis subsp. brevistylis	P1	N	N	Υ	5.8	7	N/A
Tricoryne soullierae	P1	N	N	Υ	5.6	3	N/A
Vittadinia cervicularis var. occidentalis	P1	Υ	N	Υ	4.8	2	N/A
Wurmbea tubulosa	Т	N	N	Υ	10.1	8	N/A

T: threatened, CR: critically endangered, EN: endangered, VU: vulnerable, P: priority

C.4. Fauna analysis table

Species name	Conservation status (State)	Suitable vegetation type? [Y/N]	Suitable habitat features? [Y/N]	Distance of closest record to application area (km)	Number of known records (Local Area)
Idiosoma arencaeum	P3	Υ	N	2.5	4
Cyclodomorphus branchialis	VU	-	-	17	1
Leipoa ocellata	VU	Υ	N	7.8	9
Falco peregrinus	os	-	-	12.7	2
Aspidites ramsayi	P1	-	-	20	1

T: threatened, CR: critically endangered, EN: endangered, VU: vulnerable, P: priority, OS: other specially protected species

C.5. Ecological community analysis table

Community name	Conservation status (Commonwealth)	Conservation Status (State)	Suitable habitat features ? [Y/N]	Suitable vegetatio n type? [Y/N]	Suitable soil type? [Y/N]	Distance of closest record to application area (km)	known records
Eucalypt woodlands of the Western Australian Wheatbelt	CR	P3	Y	Υ	Υ	10.5	139
Plant assemblages of the Billeranaga System as originally described in Beard 197)	-	VU	N	N	N	14.3	1

T: threatened, CR: critically endangered, EN: endangered, VU: vulnerable, P: priority

Appendix D. Assessment against the clearing principles

Assessment against the clearing principles	Variance level	Is further consideration required?
Environmental value: biological values		
Principle (a): "Native vegetation should not be cleared if it comprises a high level of biodiversity." Assessment:	Not likely to be at variance	No
The area proposed to be cleared does not contain significant flora, fauna, habitats or assemblages of plants. The application areas do not intersect and are not within close proximity to any Threatened Ecological Communities listed under the EPBC Act, or Priority Ecological Communities listed under the BC Act. The application areas are degraded to completely degraded, have minimal to no understorey vegetation, a high abundance of exotic species and are highly disturbed. The vegetation and/or habitat features of the application areas are not conducive for the occurrence of conservation significant flora that occur in the local area.		
Based on the above, it is highly unlikely that any species of conservation significance have a dependency on habitat within the application areas.		
Principle (b): "Native vegetation should not be cleared if it comprises the whole or a part of, or is necessary for the maintenance of, a significant habitat for fauna."	Not likely to be at variance	No
Assessment:		
The area proposed to be cleared is considered unlikely to contain significant habitat for conservation significant fauna which have been recorded within the local area, including the Geraldton Sandplain Shield-backed Trapdoor Spider and Malleefowl. The application areas are small, contain minimal leaf litter and have a high number of exotic species that occupy a large percentage of the understorey. The Shield-backed Trapdoor Spider typically inhabits clay soils of eucalypt woodlands and acacia vegetation and rely heavily on leaf-litter and twigs for burrow construction. The Malleefowl relies heavily on abundant leaf litter for breeding and are highly sensitive to grazing by sheep, cattle, rabbits and goats. Given the above, it is unlikely that the application areas provide significant habitat for either the Malleefowl or Geraldton Sandplain Shield-backed Trapdoor Spider.		

Assessment against the clearing principles	Variance level	Is further consideration required?
Principle (c): "Native vegetation should not be cleared if it includes, or is necessary for the continued existence of, threatened flora."	Not likely to be at	No
Assessment:	variance	
The area proposed to be cleared is unlikely to contain habitat for threatened flora species listed under the BC Act. The local area contains 8 records of <i>Wurmbea tubulosa</i> , the closet being 10.1 km from the application area. <i>W. tubulosa</i> occurs on riverbanks and in seasonally wet areas, on which basis it is unlikely to be present within the application area. The local area contains 11 records of <i>Schoenia filifolia subsp. subulifolia</i> . This species occurs on swampy flats, tops of breakaways, and crabholes and is unlikely to be present within the application area.		
Principle (d): "Native vegetation should not be cleared if it comprises the whole or a part of, or is necessary for the maintenance of, a threatened ecological community."	Not likely to be at variance	No
Assessment:		
The application area does not intersect any Threatened Ecological Communities listed under the BC Act. There are no state listed TECs mapped within the local area.		
Environmental value: significant remnant vegetation and conservation ar	eas	
Principle (e): "Native vegetation should not be cleared if it is significant as a remnant of native vegetation in an area that has been extensively cleared."	May be at variance	Yes Refer to Section
Assessment:		3.2.1, above.
The extent of native vegetation in the local area is inconsistent with the national objectives and targets for biodiversity conservation in Australia, with approximately 17.7 per cent retention. The vegetation proposed to be cleared is not considered to be part of any formal ecological linkage in the local area, however, due to the extensively cleared landscape, may perform an informal linkage function.		
The area proposed to be cleared is of a small scale, does not comprise high biodiversity values or represent significant habitat for conservation significant flora or fauna, on which basis it is not likely to be considered a significant remnant when compared to other larger, intact remnants within the local area.		
Principle (h): "Native vegetation should not be cleared if the clearing of the vegetation is likely to have an impact on the environmental values of any adjacent or nearby conservation area."	Not likely to be at variance	No
Assessment:		
Given the distance to the nearest conservation area (16.5 km), the proposed clearing is not likely to have an impact on the environmental values of any conservation areas.		
Environmental value: land and water resources	,	
Principle (f): "Native vegetation should not be cleared if it is growing in, or in association with, an environment associated with a watercourse or wetland."	Not at variance	No
Assessment:		
The application areas do not intersect any watercourses or wetlands or contain any riparian vegetation. The nearest mapped watercourse is a non-perennial tributary of the Lockier River located approximately 100 m away.		

Assessment against the clearing principles	Variance level	Is further consideration required?
Principle (g): "Native vegetation should not be cleared if the clearing of the vegetation is likely to cause appreciable land degradation."	Not likely to be at variance	No
Assessment: The mapped soils within some of the application areas are moderately to highly susceptible to wind, nutrient export and subsurface acidification risk. Noting the extent and location of the application area and the condition of the vegetation, the proposed clearing is not likely to have an appreciable impact on land degradation.		
Principle (i): "Native vegetation should not be cleared if the clearing of the vegetation is likely to cause deterioration in the quality of surface or underground water."	Not likely to be at variance	No
Assessment:		
Given the small amount of clearing proposed, no mapped wetlands within the application area, and no Public Drinking Water Source Areas within 15km, it is unlikely the clearing will result in significant impacts to surface or ground water quality.		
Principle (j): "Native vegetation should not be cleared if the clearing of the vegetation is likely to cause, or exacerbate, the incidence or intensity of flooding."	Not likely to be at variance	No
Assessment:		
Given the small application areas being within a road reserve, the surrounding land being cleared and the non-perennial waterways in the area, it is unlikely the clearing will increase the incidence or intensity of flooding.		

Appendix E. Vegetation condition rating scale

Vegetation condition is a rating given to a defined area of vegetation to categorise and rank disturbance related to human activities. The rating refers to the degree of change in the vegetation structure, density and species present in relation to undisturbed vegetation of the same type. The degree of disturbance impacts upon the vegetation's ability to regenerate. Disturbance at a site can be a cumulative effect from a number of interacting disturbance types.

Considering its location, the scale below was used to measure the condition of the vegetation proposed to be cleared. This scale has been extracted from Keighery, B.J. (1994) *Bushland Plant Survey: A Guide to Plant Community Survey for the Community*. Wildflower Society of WA (Inc). Nedlands, Western Australia.

Measuring vegetation condition for the South West and Interzone Botanical Province (Keighery, 1994)

Condition	Description
Pristine	Pristine or nearly so, no obvious signs of disturbance.
Excellent	Vegetation structure intact, with disturbance affecting individual species; weeds are non-aggressive species.
Very good	Vegetation structure altered, with obvious signs of disturbance. For example, disturbance to vegetation structure caused by repeated fires, the presence of some more aggressive weeds, dieback, logging and/or grazing.
Good	Vegetation structure significantly altered by very obvious signs of multiple disturbances. Retains basic vegetation structure or ability to regenerate it. For example, disturbance to vegetation structure caused by very frequent fires, the presence of some very aggressive weeds at high density, partial clearing, dieback and/or grazing.

Condition	Description
Degraded	Basic vegetation structure severely impacted by disturbance. Scope for regeneration but not to a state approaching good condition without intensive management. For example, disturbance to vegetation structure caused by very frequent fires, the presence of very aggressive weeds, partial clearing, dieback and/or grazing.
Completely degraded	The structure of the vegetation is no longer intact and the area is completely or almost completely without native species. These areas are often described as 'parkland cleared' with the flora comprising weed or crop species with isolated native trees or shrubs.

Appendix F. Photographs of vegetation and Intersection map

Figure 6-14: Images showing the vegetation proposed to be cleared as part of CPS 9131/1



















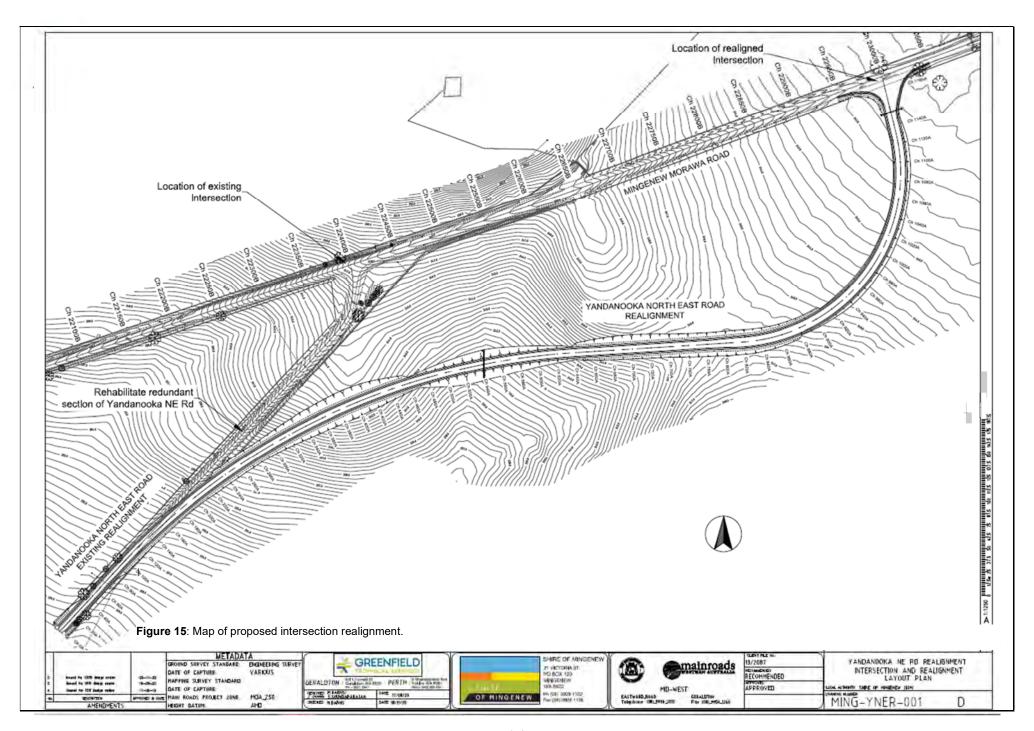












Appendix H. Sources of information

H.1. GIS databases

Publicly available GIS Databases used (sourced from www.data.wa.gov.au):

- 10 Metre Contours (DPIRD-073)
- Aboriginal Heritage Places (DPLH-001)
- Aboriginal Heritage Places (DPLH-001)
- Cadastre (LGATE-218)
- Cadastre Address (LGATE-002)
- Contours (DPIRD-073)
- DBCA Lands of Interest (DBCA-012)
- DBCA Legislated Lands and Waters (DBCA-011)
- Directory of Important Wetlands in Australia Western Australia (DBCA-045)
- Environmentally Sensitive Areas (DWER-046)
- Flood Risk (DPIRD-007)
- Groundwater Salinity Statewide (DWER-026)
- Hydrography Inland Waters Waterlines
- Hydrological Zones of Western Australia (DPIRD-069)
- IBRA Vegetation Statistics
- Imagery
- Local Planning Scheme Zones and Reserves (DPLH-071)
- Native Title (ILUA) (LGATE-067)
- Offsets Register Offsets (DWER-078)
- Pre-European Vegetation Statistics
- Public Drinking Water Source Areas (DWER-033)
- Ramsar Sites (DBCA-010)
- Regional Parks (DBCA-026)
- Remnant Vegetation, All Areas
- RIWI Act, Groundwater Areas (DWER-034)
- RIWI Act, Surface Water Areas and Irrigation Districts (DWER-037)
- Soil Landscape Land Quality Flood Risk (DPIRD-007)
- Soil Landscape Land Quality Phosphorus Export Risk (DPIRD-010)
- Soil Landscape Land Quality Subsurface Acidification Risk (DPIRD-011)
- Soil Landscape Land Quality Water Erosion Risk (DPIRD-013)
- Soil Landscape Land Quality Water Repellence Risk (DPIRD-014)
- Soil Landscape Land Quality Waterlogging Risk (DPIRD-015)
- Soil Landscape Land Quality Wind Erosion Risk (DPIRD-016)
- Soil Landscape Mapping Best Available
- Soil Landscape Mapping Systems
- Wheatbelt Wetlands Stage 1 (DBCA-021)

Restricted GIS Databases used:

- ICMS (Incident Complaints Management System) Points and Polygons
- Threatened Flora (TPFL)
- Threatened Flora (WAHerb)
- Threatened Fauna
- Threatened Ecological Communities and Priority Ecological Communities
- Threatened Ecological Communities and Priority Ecological Communities (Buffers)

H.2. References

- Applicant (2020)a Clearing permit application CPS 9131/1, received 02 December 2020 (DWER Ref: A1960739).
- Applicant (2020)b. Supporting information for clearing permit application CPS 9131/1, received 02 December 2020 (DWER Ref: A1960739).
- Applicant (2021). Supporting information for clearing permit application CPS 9131/1, received 16 March 2021 (DWER Ref: A1989607).
- Commissioner of Soil and Land Conservation (CSLC) (2020) Land Degradation Advice and Assessment Report for
- Commonwealth of Australia (2001) *National Objectives and Targets for Biodiversity Conservation 2001-2005*, Canberra.
- Department of Environment Regulation (DER) (2013). A guide to the assessment of applications to clear native vegetation. Perth. Available from: https://www.der.wa.gov.au/images/documents/your-environment/native-vegetation/Guidelines/Guide2 assessment native veg.pdf.
- Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC) (2012) EPBC Act referral guidelines for three threatened black cockatoo species: Carnaby's cockatoo (Endangered) *Calyptorhynchus latirostris*, Baudin's cockatoo (Vulnerable) *Calyptorhynchus baudinii*, Forest red-tailed black cockatoo (Vulnerable) *Calyptohynchus banksii naso*. Department of Sustainability, Environment, Water, Population and Communities (now the Department of Agriculture, Water and Environment), Canberra.
- Department of Water and Environmental Regulation (DWER) (2019). *Procedure: Native vegetation clearing permits*. Joondalup. Available from: https://dwer.wa.gov.au/sites/default/files/Procedure Native vegetation clearing permits v1.PDF.
- Environmental Protection Authority (EPA) (2016). Technical Guidance Flora and Vegetation Surveys for Environmental Impact Assessment. Available from:

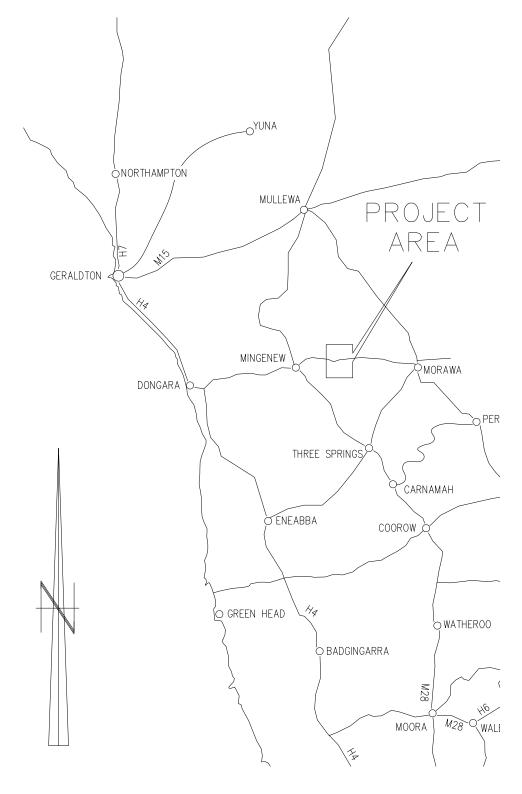
 http://www.epa.wa.gov.au/sites/default/files/Policies_and_Guidance/EPA%20Technical%20Guidance%20-%20Flora%20and%20Vegetation%20survey Dec13.pdf.
- Government of Western Australia (2019) 2018 South West Vegetation Complex Statistics. Current as of March 2019. WA Department of Biodiversity, Conservation and Attractions, Perth, https://catalogue.data.wa.gov.au/dataset/dbca
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- Keighery, B.J. (1994) Bushland Plant Survey: A Guide to Plant Community Survey for the Community. Wildflower Society of WA (Inc). Nedlands, Western Australia.
- Mattiske, E.M. and Havel, J.J. (1998) *Vegetation Complexes of the South-west Forest Region of Western Australia.*Maps and report prepared as part of the Regional Forest Agreement, Western Australia for the Department of Conservation and Land Management and Environment Australia.
- Molloy, S., Wood, J., Hall, S., Wallrodt, S. and Whisson, G. (2009) South West Regional Ecological Linkages Technical Report, Western Australian Local Government Association and Department of Environment and Conservation, Perth.
- Northcote, K. H. with Beckmann G G, Bettenay E., Churchward H. M., van Dijk D. C., Dimmock G. M., Hubble G. D., Isbell R. F., McArthur W. M., Murtha G. G., Nicolls K. D., Paton T. R., Thompson C. H., Webb A. A. and Wright M. J. (1960-68) *Atlas of Australian Soils*, Sheets 1 to 10, with explanatory data. CSIRO and Melbourne University Press: Melbourne.

- Schoknecht, N., Tille, P. and Purdie, B. (2004) Soil-landscape mapping in South-Western Australia Overview of Methodology and outputs Resource Management Technical Report No. 280. Department of Agriculture.
- Shah, B. (2006) Conservation of Carnaby's Black-Cockatoo on the Swan Coastal Plain, Western Australia.

 December 2006. Carnaby's Black-Cockatoo Recovery Project. Birds Australia, Western Australia.
- Shepherd, D.P., Beeston, G.R. and Hopkins, A.J.M. (2001) *Native Vegetation in Western Australia, Extent, Type and Status*. Resource Management Technical Report 249. Department of Agriculture, Western Australia.
- Valentine, L.E. and Stock, W. (2008) Food Resources of Carnaby's Black Cockatoo (Calyptorhynchus latirostris) in the Gnangara Sustainability Strategy Study Area. Edith Cowan University and Department of Environment and Conservation. December 2008.
- Western Australian Herbarium (1998-). FloraBase the Western Australian Flora. Department of Biodiversity, Conservation and Attractions, Western Australia. https://florabase.dpaw.wa.gov.au/ (Accessed 25 February 2021)



→ The Power of Commitment



SHIRE OF MINGENEW

YANDANOOKA NORTH EAST RD REALIGNMENT

ROAD CONSTRUCTION DRAWINGS

DRAWING No.	DESCRIPTION	DRAWING No.	DESCRIPTION
202014-0201	LOCALITY PLAN AND INDEX	202014-0209	CROSS SECTIONS : Ch 1120A - 1160A
202014-0202	INTERSECTION and REALIGNMENT LAYOUT PLAN	202014-0210	SIGNS and LINEMARKING PLAN : Sheet 1 of 2
202014-0203	PLAN / PROFILE : Ch 0A - 600A	202014-0211	SIGNS and LINEMARKING PLAN : Sheet 2 of 2
202014-0204	PLAN/ / PROFILE : Ch 600A - 1190A	202014-0212	DRAINAGE SCHEDULE
202014-0205	CROSS SECTIONS : Ch 0A - 300A	202014-0213	TYPICAL SECTION DETAILS
202014-0206	CROSS SECTIONS : Ch 320A - 540A	202014-0214	INTERSECTION SWEPT PATHS : Sheet 1 of 2
202014-0207	CROSS SECTIONS : Ch 560A - 780A	202014-0215	INTERSECTION SWEPT PATHS: Sheet 2 of 2
202014-0208	CROSS SECTIONS : Ch 800A - 1100A	202014-0216	INTERSECTION PLAN

NOTE: ALL A-1 DRAWINGS HAVE BEEN REDUCED TO A-3 SIZE

MAIN ROADS STANDARD DRAWINGS

RA		$\overline{}$	_

DRAWING No. DESCRIPTION 201131-0064 Small Box Culvert Construction details - Sheet 1 of 3 201131-0065 Small Box Culvert Construction details - Sheet 2 of 3 201131-0066 Small Box Culvert Construction details - Sheet 3 of 3 200131-0061 RCP Culvert General Arrangement 200131-0062 Culvert Bedding and Backfill details 201631-0090 Culvert Construction Details 9831-5498 Off-Road Drainage Cross sections **FENCING**

DRAWING No. DESCRIPTION 200331-096 Agricultural Fencing details 200331-098 1200 Agricultural Fence Plain 200331-101 1200 Agricultural Fence Timber Strainer 200331-102 1200 Agricultural Fence Steel Pipe

SIGNS AND LINEMARKING

DRAWING No. DESCRIPTION 9548-0106 Road Traffic Signs Installation - Location Details 9648-0176 Fixing and Installation - Single Hazard Markers 200431-002 Pavement Marking Stop and Give Way Lines 201031-0027 Pavement Marking Raised Pavement Markers

9931-0198 **Pavement Marking Line Types**

LOCALITY PLAN

AHD

MAIN ROADS PROJECT ZONE: MGA_Z50

YANDANOOKA NORTH EAST RD - 5090002

MINGENEW-MORAWA RD - M025

CENTRAL & NORTHERN DIRECTORATE
MID WEST-GASCOYNE REGION

YANDANOOKA NE RD REALIGNMENT LOCALITY PLAN AND INDEX

LOCAL AUTHORITY SHIRE OF MINGENEW (509)

202014-0201-F

METADATA GROUND SURVEY STANDARD: ENGINEERING SURVEY Re-Issued for Final design review VARIOUS DATE OF CAPTURE. Issued for 100% design review 06-11-20 MAPPING SURVEY STANDARD: DATE OF CAPTURE.

HEIGHT DATUM:

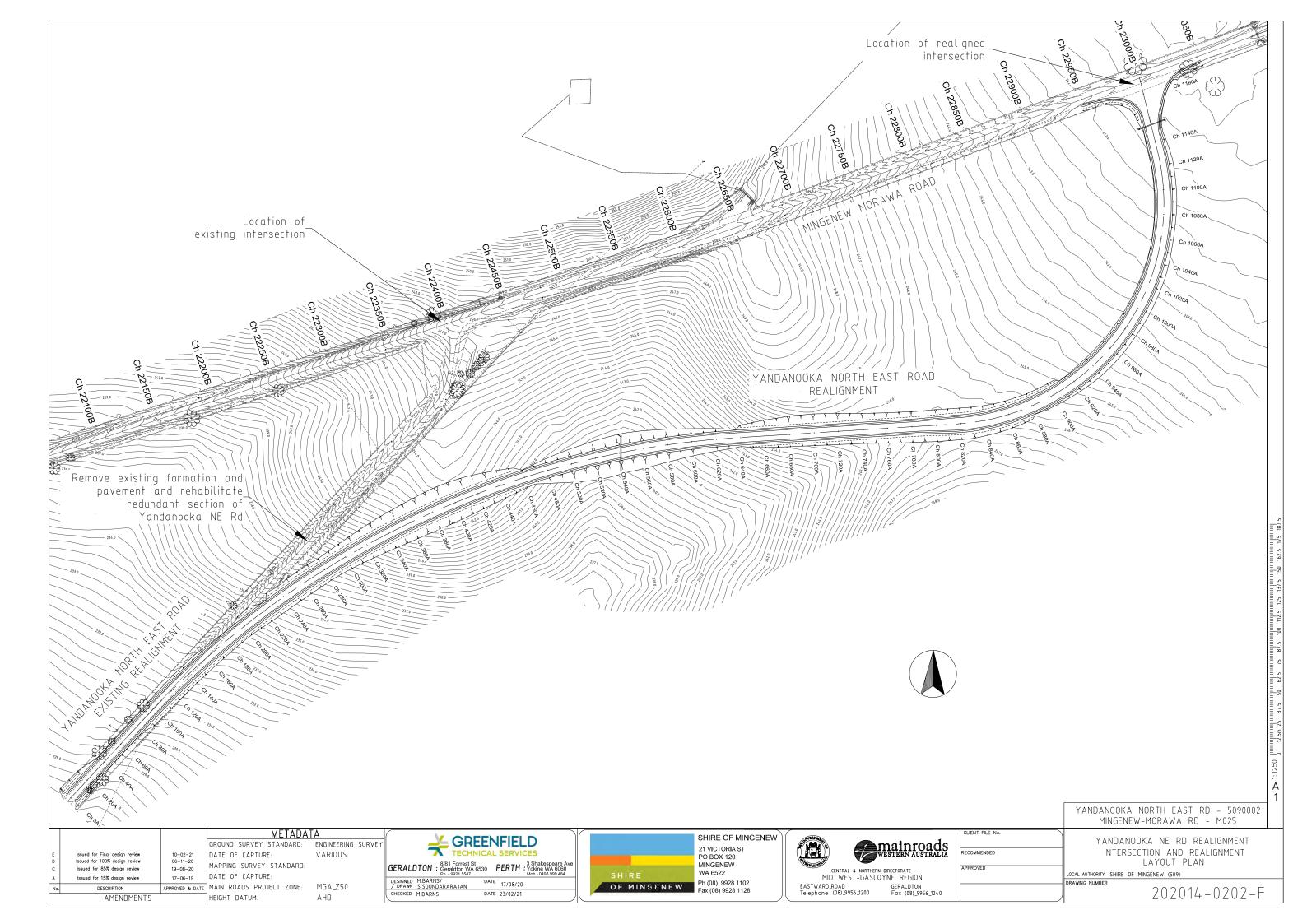
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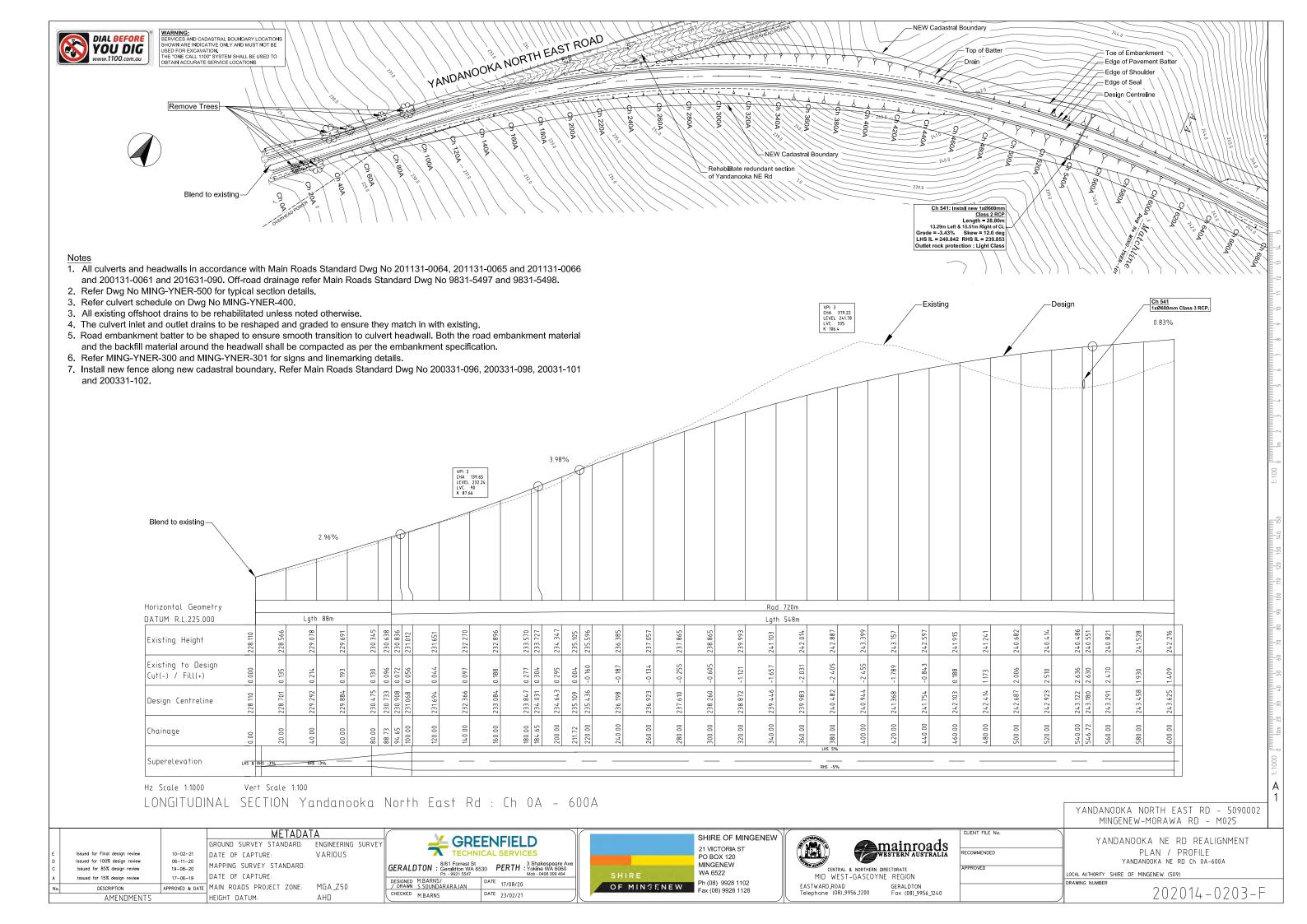
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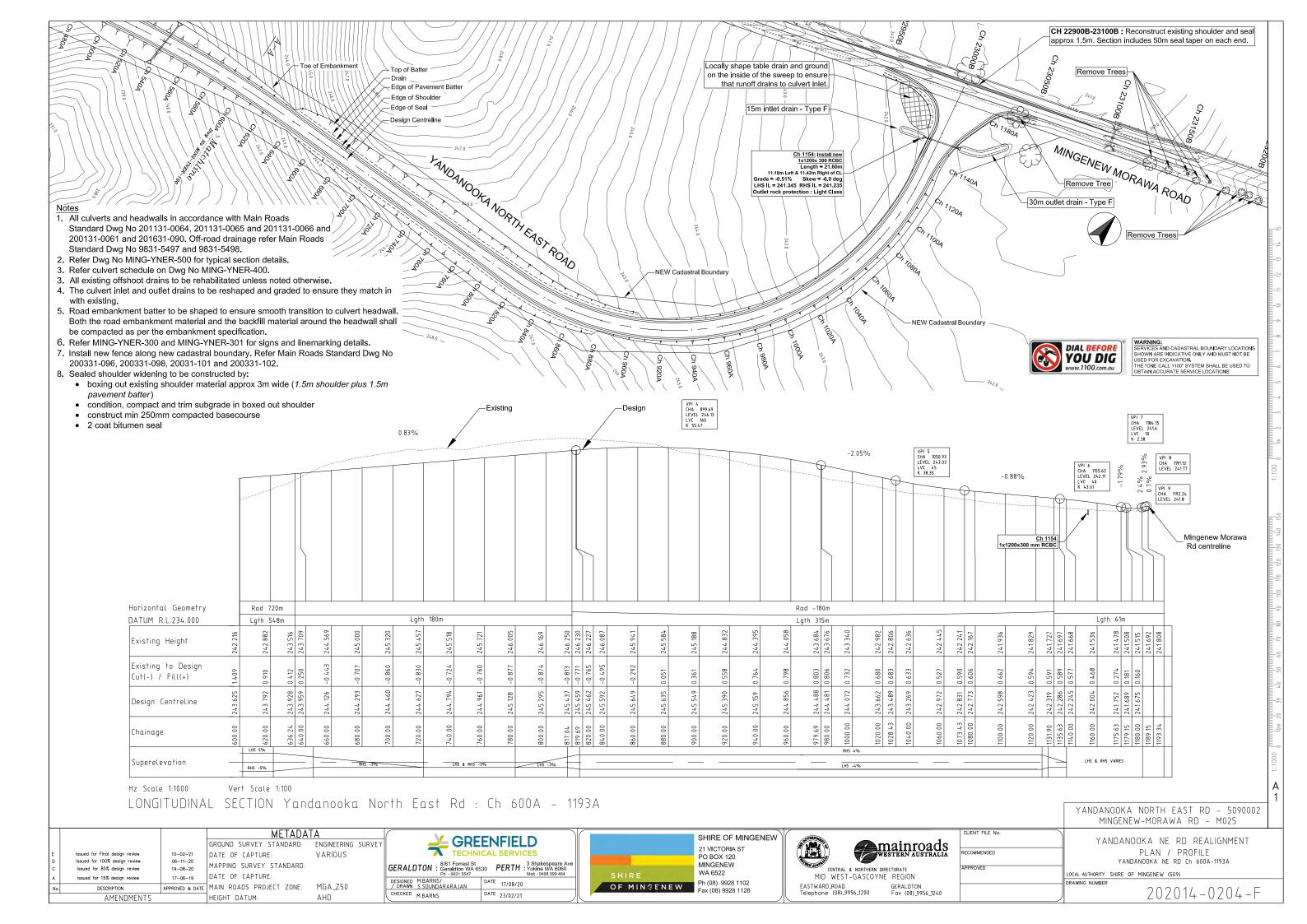
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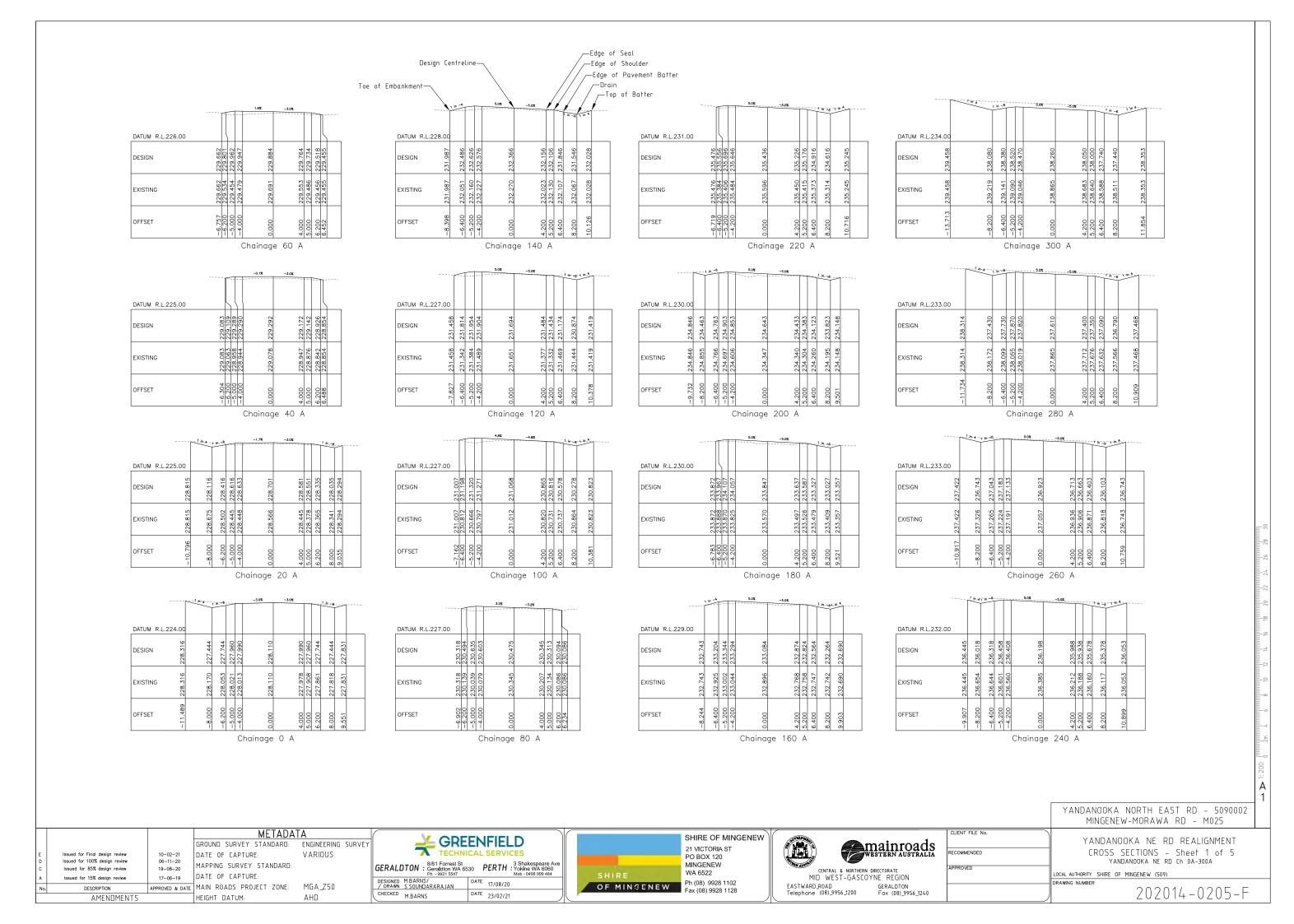


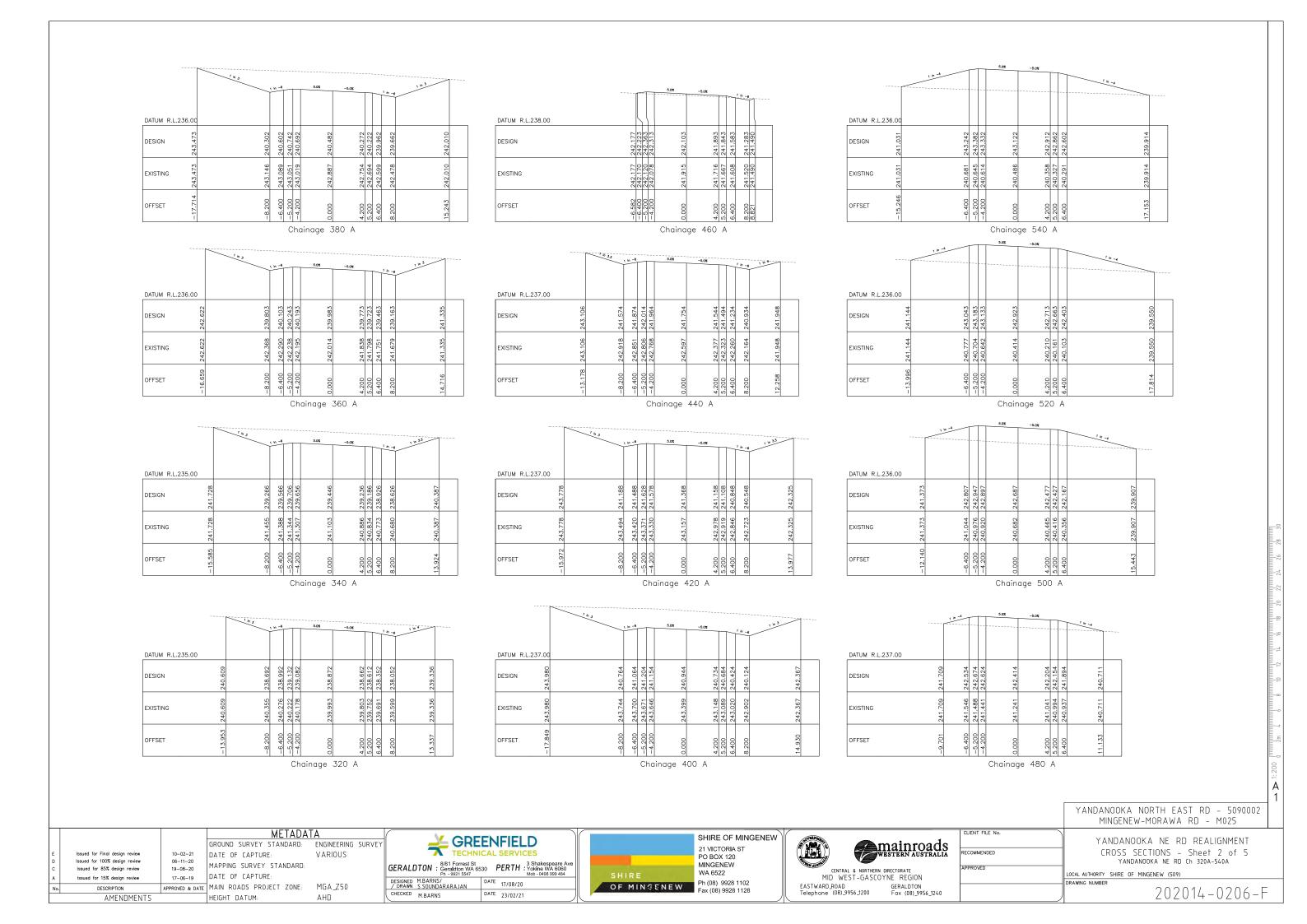
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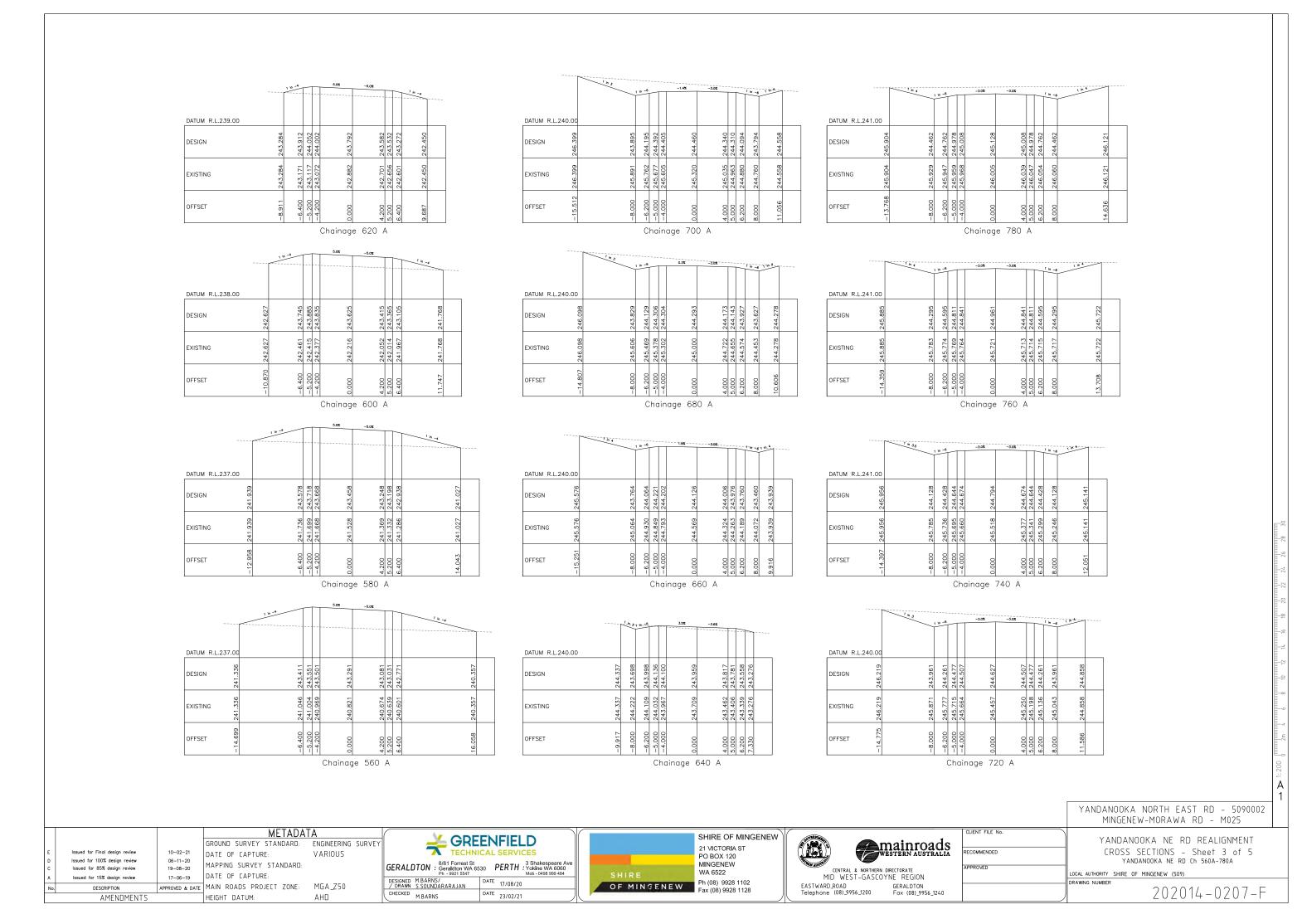




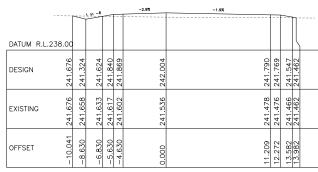




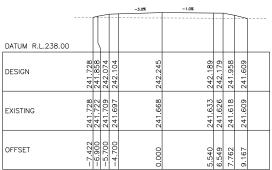








Chainage 1160A



Chainage 1140A

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Chainage 1120 A

METADATA GROUND SURVEY STANDARD: ENGINEERING SURVEY Issued for Final design review Issued for 100% design review DATE OF CAPTURE: VARIOUS 10-02-21 06-11-20 MAPPING SURVEY STANDARD: 19-08-20 DATE OF CAPTURE: Issued for 15% design review APPROVED & DATE MAIN ROADS PROJECT ZONE: MGA_Z50 DESCRIPTION

AMENDMENTS

HEIGHT DATUM:

AHD

GREENFIELD TECHNICAL SERVICES
 GERALDTON
 8/81 Forrest St Geraldton WA 6530
 PERTH
 3 Shakespeare Ave Yokine WA 6060 Mob - 0498 999 484
 DATE 17/08/20 DESIGNED M.BARNS/ / DRAWN S.SOUNDARARAJAN

CHECKED M.BARNS

DATE 23/02/21



SHIRE OF MINGENEW 21 VICTORIA ST PO BOX 120 EASTWARD_ROAD Telephone (08)_9956_1200

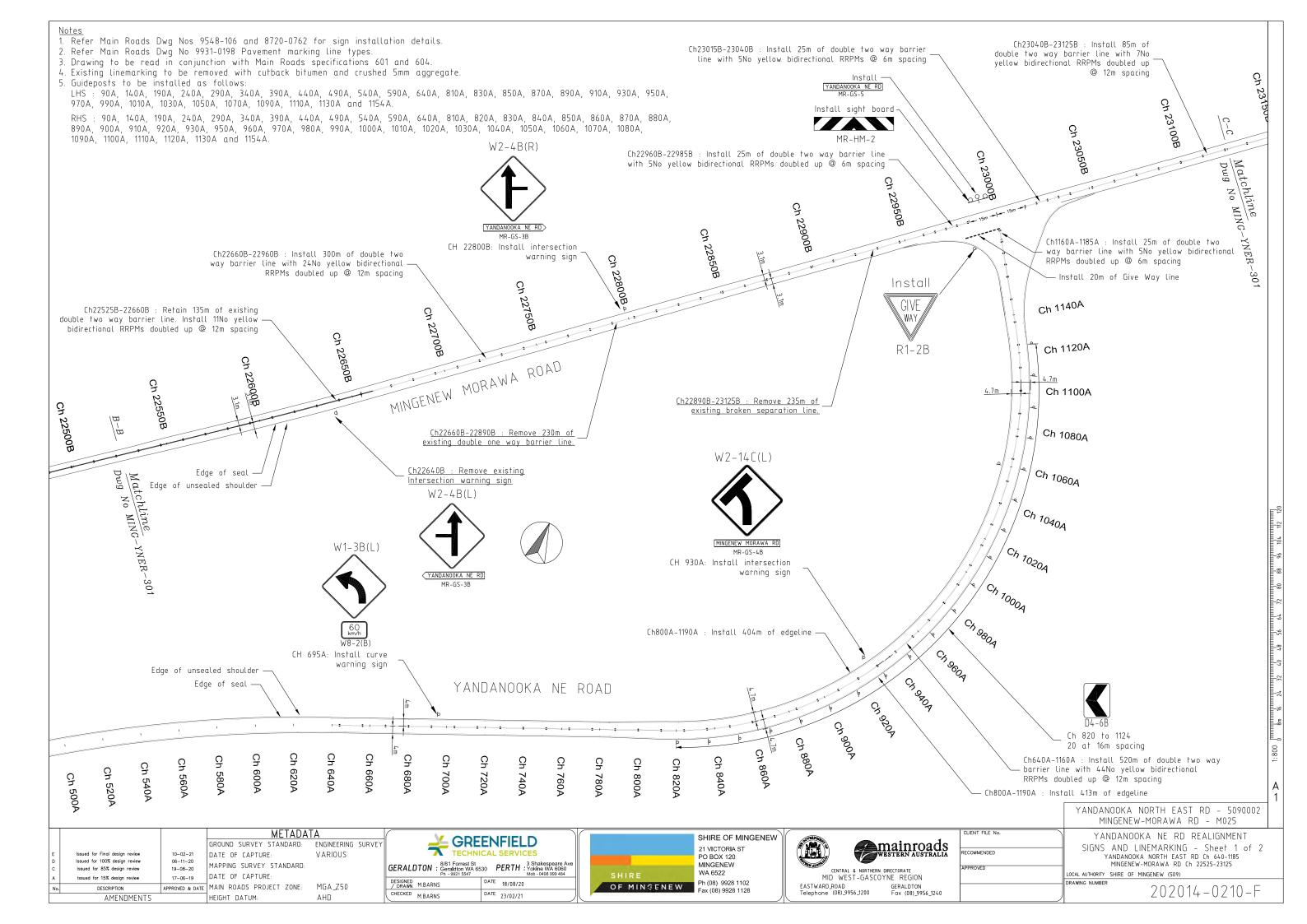


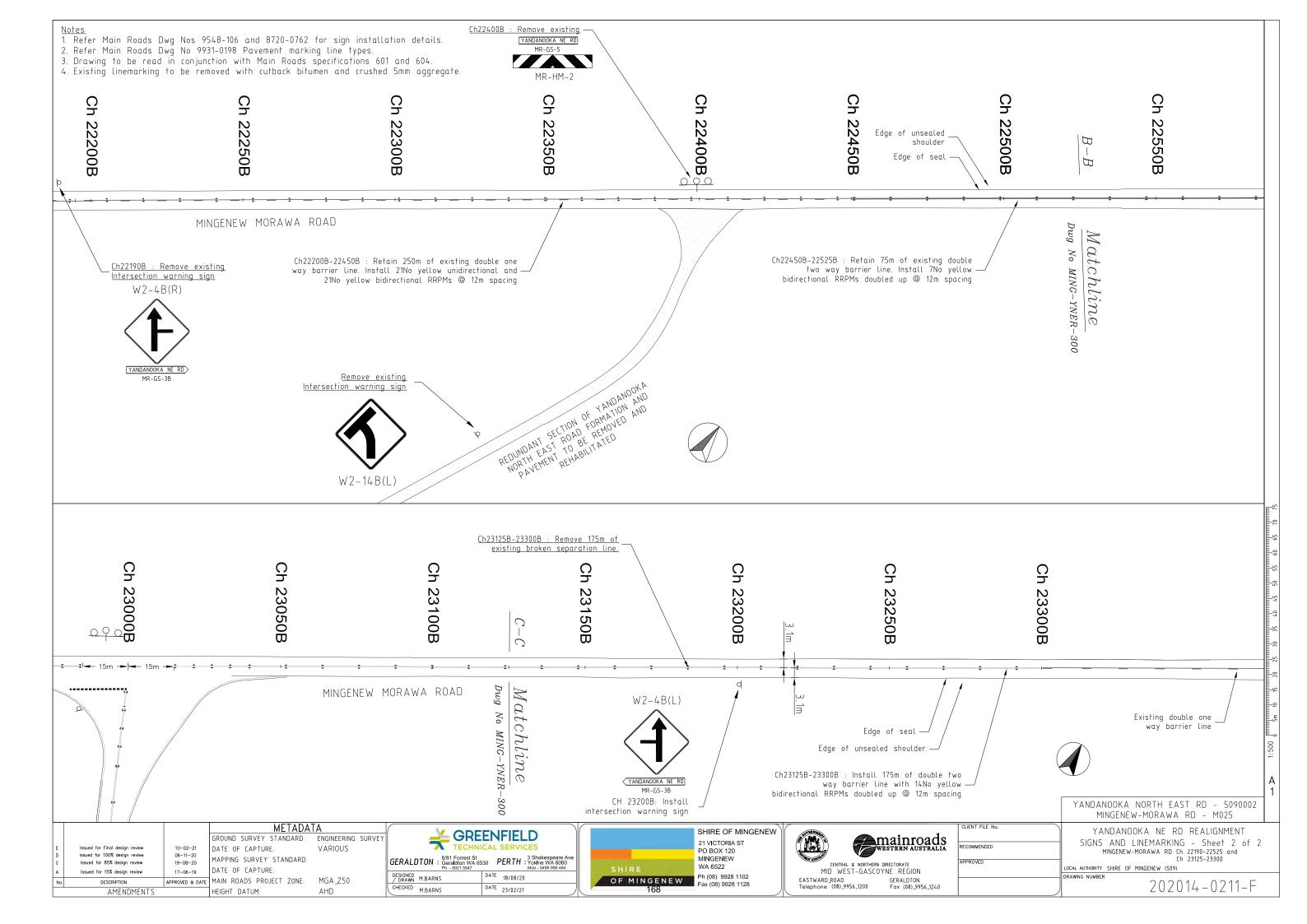
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RECOMMENDED	CROSS SECTIONS
	YANDANOOKA NE F
APPROVED	
	LOCAL AUTHORITY SHIRE OF MINGENEW (50
	DRAWING NUMBER

YANDANOOKA NORTH EAST RD - 5090002 MINGENEW-MORAWA RD - M025

> RD REALIGNMENT S - Sheet 5 of 5 RD Ch 1120A-1160A

202014-0209-F





Notes

- 1. All culverts and headwalls in accordance with Main Roads Standard Dwg No 201131-0064, 201131-0065 and 201131-0066 and 200131-0061 and 201631-090. Off-road drainage refer Main Roads Stardard Dwg No 9831-5497 and 9831-5498.
- 2. All existing offshoot drains to be rehabilitated unless noted otherwise.
- 3. The culvert inlet and outlet drains to be reshaped and graded to ensure they match in with existing.
- 4. Road embankment batter to be shaped to ensure smooth transition to culvert headwall. Both the road embankment material and the backfill material around the headwall shall be compacted as per the embankment specification.
- 5. Guideposts to be installed at all culvert headwalls.
- 6. Guideposts shall be flexible type from the approved list in Annexure 602B of the Main Roads specification 602.

						Culvert IL (mAHD) Headwall height				ll height			
Culvert No	Chainage	Description	Direction	Grade (%)	Skew (deg)	Length (m)	INLET	OUTLET	INLET (mm)	OUTLET (mm)	Apron Length for Inlet and Outlet (mm)	Outlet Rock Protection Type	Rock Protection Dimensions
1	541	1xØ600 RCP	L to R	-3.43	12.00	28.80	240.842	239.853	300	300	2400	LIGHT	2.4m x 2.0m
2	1154	1x1200x300 RCBC	L to R	-0.51	-6.00	22.80	241.340	241.224	300	300	1200	LIGHT	1.8m x 1.5m

YANDANOOKA NORTH EAST RD - 5090002
METADATA
GROUND SURVEY STANDARD: ENGINEERING SURVEY
DATE OF CAPTURE: VARIOUS

SHIRE OF MINGENEW
21 VICTORIA ST
POLBOY 120
POLBOY 1

10-02-21
06-11-20
19-08-20
17-06-19

APPROVED & DATE

DATE OF CAPTURE: VARIOUS
MAPPING SURVEY STANDARD:
17-06-19

APPROVED & DATE

MAIN ROADS PROJECT ZONE: MGA_Z50

HEIGHT DATUM: AHD

Issued for Final design review

Issued for 100% design review

Issued for 15% design review

DESCRIPTION

AMENDMENTS

 GERALDTON: 8/81 Forrest St Geraldton WA 6530
 PERTH: 3 Shakespeare Ave Provide WA 6060

 DESIGNED MBARNS / DRAWN S. SOUNDARRAJAN
 DATE
 17/08/20

 CHECKED MBARNS
 DATE
 23/02/21



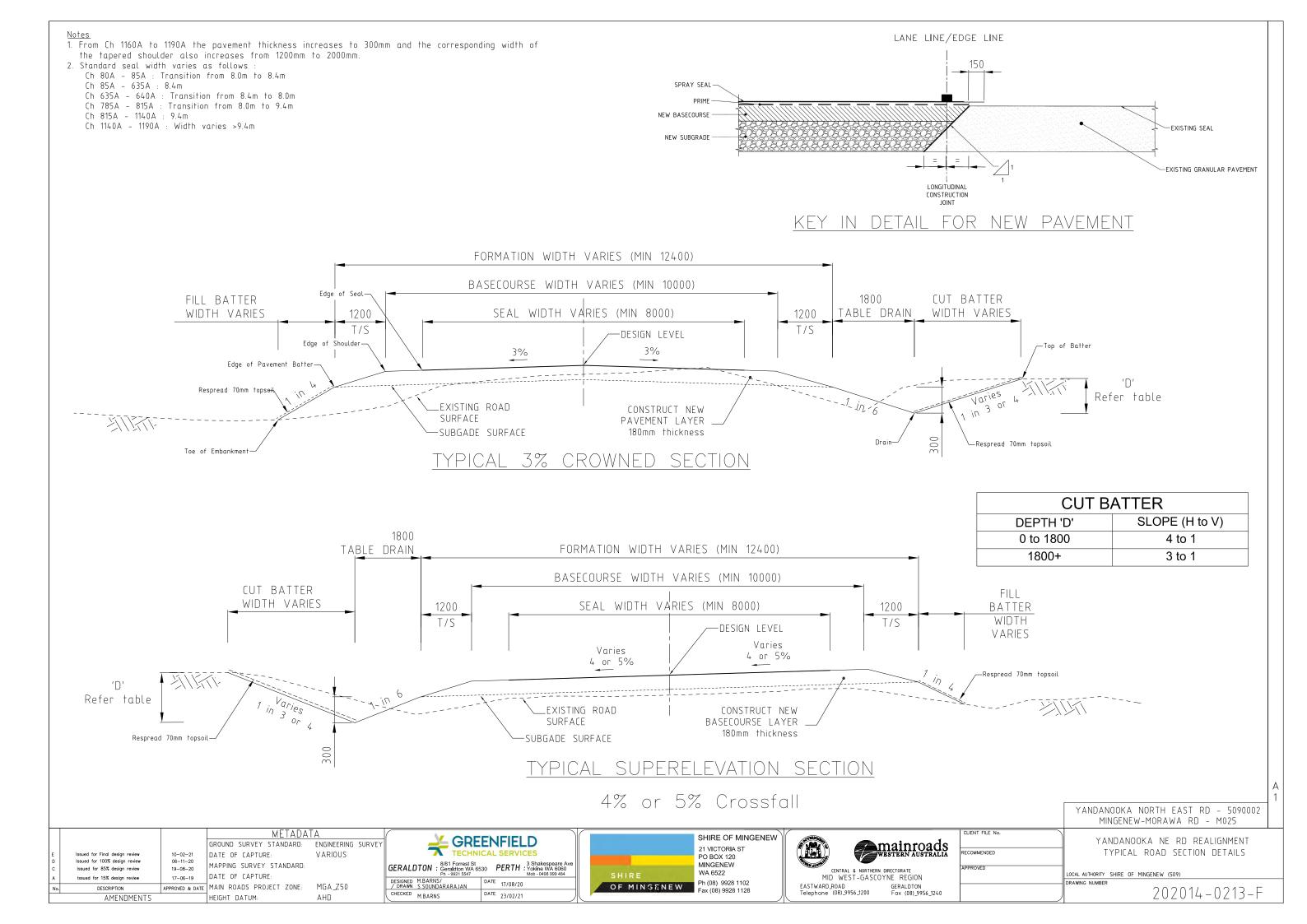
CENTRAL & NORTHERN DIRECTORATE
MID WEST-GASCOYNE REGION
EASTWARD.ROAD
Telephone (08).9956.1200 Fox (08).9956.1240

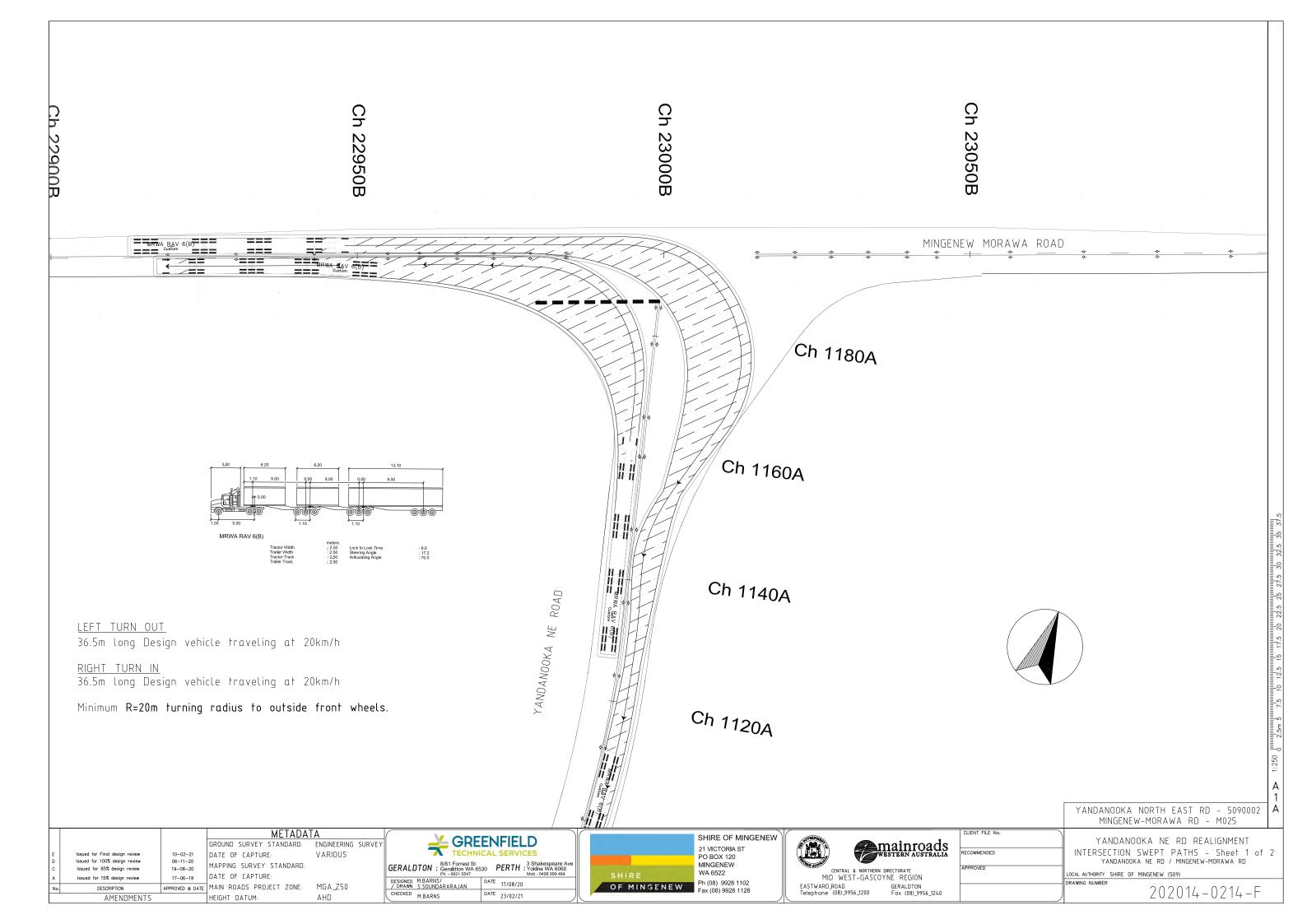
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DRAINAGE SCHEDULE

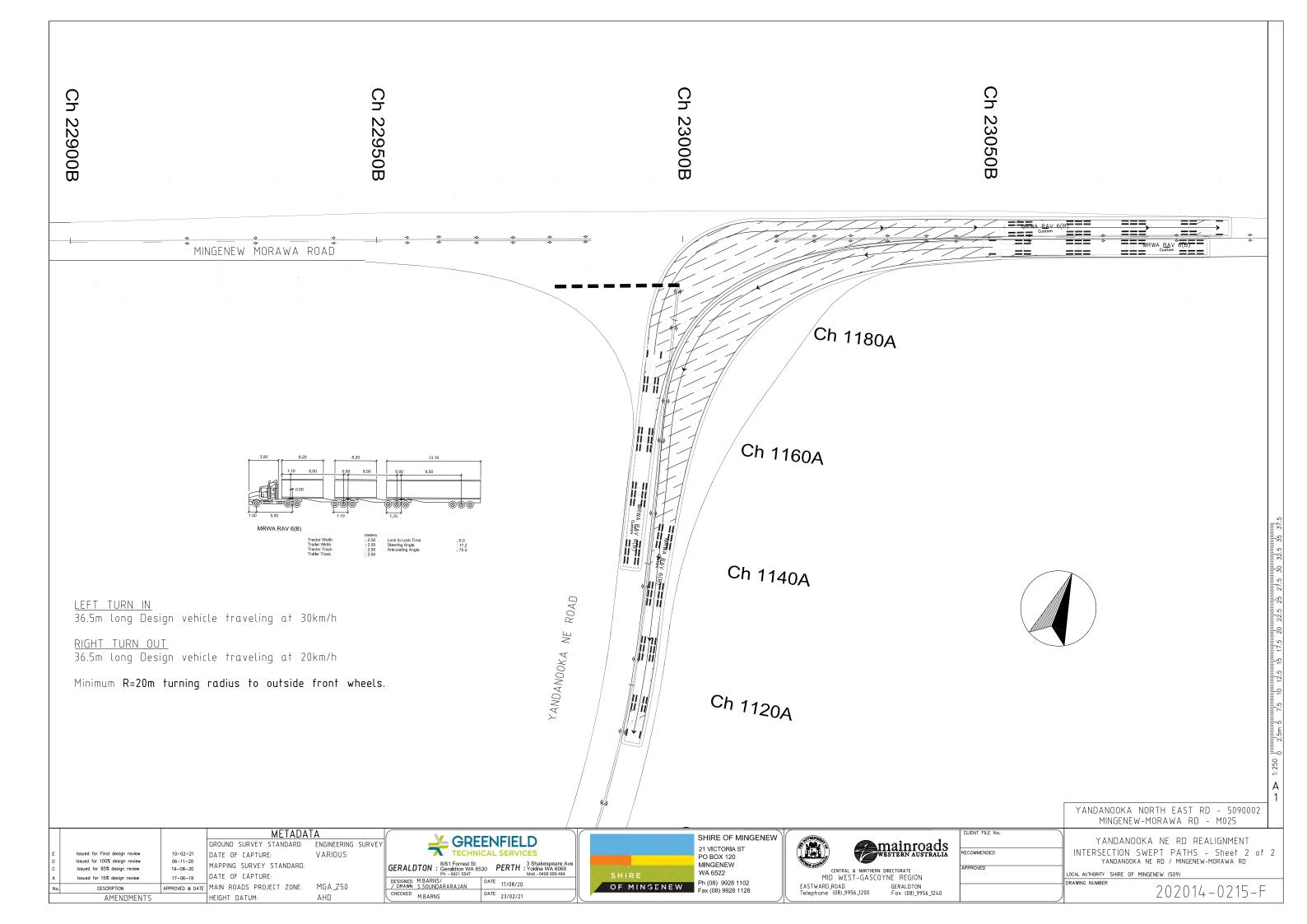
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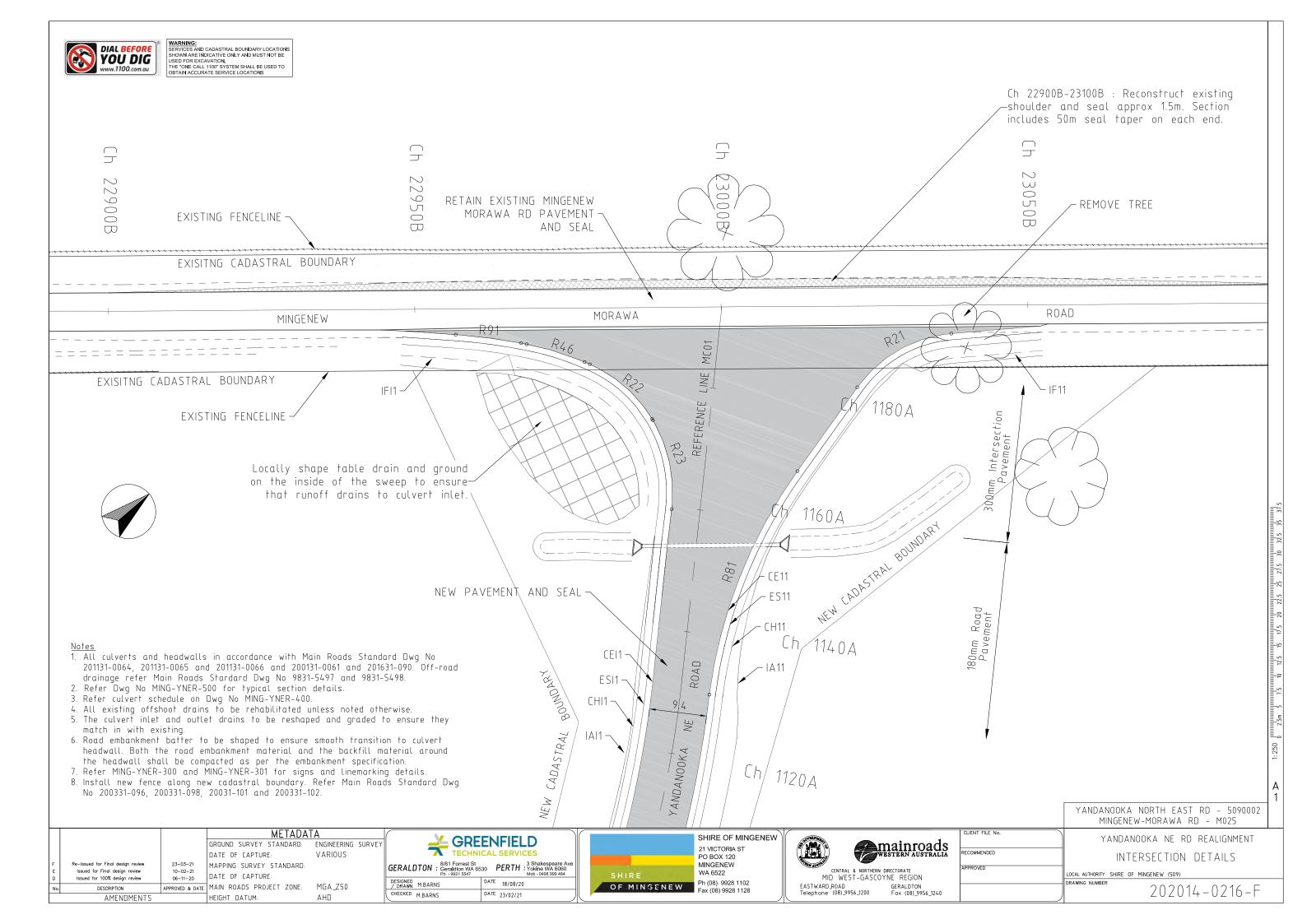
DRAWING NUMBER

202014-0212-F











COUNCIL POLICY 1.3.1

Finance

Title: 1.3.1 PURCHASING POLICY

Adopted: 20 April 2020

Reviewed: 17 November 2021 (no change)

Associated Legislation: Local Government Act 1995 s5.42, s5.44, s5.46, s6.2(4a), s6.8

Local Government (Functions and General) Regulations 1996 Part 4 Local Government (Financial Management) Regulations 1996 Part 4

State Records Act 2000

Associated Documentation: Shire of Mingenew Delegations Register

Shire of Mingenew Code of Conduct

Review Responsibility: Governance Officer

Finance and Administration Manager

Delegation: Chief Executive Officer

Last Adopted: April 2020

POLICY STATEMENT

The Shire of Mingenew (the Shire) is committed to applying the objectives, principles and practices outlined in this Policy, to all purchasing activity and to ensuring alignment with the Shire's strategic and operational objectives.

1. PURCHASING

1.1 OBJECTIVES

The Shire's purchasing activities will:

- a) Achieve best value for money that considers sustainable benefits, such as; environmental, social and local economic factors;
- b) Foster economic development by maximising participation of local businesses in the delivery of goods and services;
- Use consistent, efficient and accountable purchasing processes and decision-making, including; competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;
- d) Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;
- e) Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- f) Comply with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, other relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;
- g) Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire;
- h) Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management framework;
- i) Ensure records evidence purchasing activities in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan;
- j) Ensure confidentiality that protects commercial-in-confidence information and only releases information where appropriately approved.

1.2 ETHICS & INTEGRITY

The Shire's Codes of Conduct apply when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

1.3 VALUE FOR MONEY

The Shire will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

1.3.1 Assessing Value for Money

Value for money assessment will consider:

- a) All relevant Total Costs of Ownership (TCO) and benefits including; transaction costs associated with acquisition, delivery, distribution, and other costs such as, but not limited to; holding costs, consumables, deployment, training, maintenance and disposal;
- b) The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, ease of communications, etc.
- The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history;
- d) A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this Policy, where practicable;
- e) The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;
- f) The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy including Local Economic Benefit; and
- g) Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s and the goods or services required.

1.4 PURCHASING THRESHOLDS AND PRACTICES

1.4.1. Defining the Purchasing Value

The Shire will apply reasonable and consistent methodologies to assess and determine Purchasing Values, which ensure:

- a) The appropriate purchasing threshold and practice is applied in all purchasing activities; and
- b) Wherever possible, purchasing activity for the same category of supply is aggregated into single contract arrangements to achieve best value and efficiency in future purchasing activities where the requirements are able to be provided by a single supplier.

A category of supply can be defined as groupings of similar goods or services with common: supply and demand drivers; market characteristics; or suppliers.

Strategic Purchasing Value Assessments

The Shire will periodically review recent past purchasing activity across its operations to identify categories of supply for which the Shire will have continuing need and which can be aggregated into single contract arrangements in order to achieve best value for money and efficiency in future purchasing activity.

The assessment of aggregated expenditure for the same category of supply capable of being supplied by a single supplier will determine the Purchasing Value threshold applicable to future purchasing activity.

Individual Purchasing Value Assessments

In any case, where there is no relevant current contract, each purchasing activity is to assess the Purchasing Value based upon the following considerations:

- a) Exclusive of Goods and Services Tax (GST); and
- b) The estimated total expenditure for the proposed supply including the value of all contract extension options and where applicable, the total cost of ownership considerations.
- c) The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements.
- d) Requirements must not be split to avoid purchasing or tendering thresholds [F&G Reg. 12].

The calculated estimated Purchasing Value will determine the applicable threshold and purchasing practice to be undertaken.

1.4.2. Table of Purchasing Thresholds and Practices

Supplier Order of Priority

The Shire will consider and apply, where applicable, the following Supplier Order of Priority:

Priority 1:	Existing Prequalified Supplier Panel or other Contract Current contracts, including a Panel of Prequalified Suppliers or contracted supplier, must be used where the Shire's supply requirements can be met through the existing contract. If the Shire does not have a current contract relevant to the required supply, then a relevant WALGA PSA may be used.
Priority 2:	Local Suppliers Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that wherever possible quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority. If no relevant local supplier is available, then a relevant WALGA PSA may be used.
Priority 3:	Tender Exempt - WALGA Preferred Supplier Arrangement (PSA) Use a relevant WALGA PSA regardless of whether or not the Purchasing Value will exceed the tender threshold.

	However, if a relevant PSA exists but an alternative supplier is considered to provide best value, then the CEO, or an officer authorised by the CEO, must approve the alternative supplier. Reasons for not using a PSA may include:
	 i. Local supplier availability (that are not within the PSA); or, ii. Social procurement – preference to use Aboriginal business or Disability Enterprise.
	If no relevant WALGA PSA is available, then a relevant State Government CUA may be used.
Priority 4:	Tender Exempt - WA State Government Common Use Arrangement (CUA) Use a relevant CUA regardless of whether or not the Purchasing Value will exceed the tender threshold.
	However, if a relevant CUA exists, but an alternative supplier is considered to provide best value for money, then the proposed alternative supplier must be approved by the CEO, or an officer authorised by the CEO.
	If no relevant CUA is available, then a Tender Exempt [F&G Reg.11(2)] arrangement may be used.
Priority 5:	Other Tender Exempt arrangement [F&G Reg. 11(2)] Regardless of whether or not the Purchasing Value will exceed the tender threshold, the Shire will investigate and seek quotations from tender exempt suppliers, and will specifically ensure that wherever possible quotations are obtained from a WA Disability Enterprise and / or an Aboriginal Owned Business that is capable of providing the required supply.
Priority 6:	Other Suppliers Where there is no relevant existing contract or tender exempt arrangement available, purchasing activity from any other supplier is to be in accordance with relevant Purchasing Value Threshold and Purchasing Practice specified in the table below.

<u>Purchasing Practice Purchasing Value Thresholds</u>

The Purchasing Value, assessed in accordance with clause 1.4.1, determines the Purchasing Practice to be applied to the Shire's purchasing activities.

Purchase Value Threshold (ex GST)	Purchasing Practice
Up to \$5,000 (ex GST)	Obtain at least one (1) verbal or written quotation from a suitable supplier in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).

Purchase Value Threshold (ex GST)	Purchasing Practice
	The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$5,001 and up to \$50,000 (ex GST)	Seek at least two (2) verbal or written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). If purchasing from a WALGA PSA, CUA or other tender exempt arrangement, a minimum of one (2) written quotations are to be obtained. The purchasing decision is to be based upon assessment of the supplier's response to: • a brief outline of the specified requirement for the goods; services or works required; and • Value for Money criteria, not necessarily the lowest price.
	The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$50,001 and up to \$100,000 (ex GST)	Seek at least three (3) written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: • a detailed written specification for the goods, services or works required; and • Value for Money criteria, not necessarily the lowest price. The procurement decision is to be evidenced in accordance with the Shire's internal
	procedures and its Record Keeping Plan.
From \$100,001 and up to \$250,000 (ex GST)	Seek at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: • a detailed written specification for the goods, services or works required; and • pre-determined selection criteria that assesses all best and sustainable value considerations. The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
Over \$250,000 (ex GST)	Tender Exempt arrangements (i.e. WALGA PSA, CUA or other tender exemption under <i>F&G Reg.11(2)</i>) require at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).

Purchase Value Threshold (ex GST)	Purchasing Practice
Emergency Purchases (Within Budget) Refer to Clause 1.4.3	Public Tender undertaken in accordance with the Local Government Act 1995 and relevant Shire Policy and procedures. The Tender Exempt or Public Tender purchasing decision is to be based on the supplier's response to: ■ A detailed specification; and ■ Pre-determined selection criteria that assesses all best and sustainable value considerations. The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan. Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds. If there is no existing Panel or contract, then clause 1.4.2(1) Supplier Order of Priority will apply wherever practicable. However, where due to the urgency of the situation; a contracted or tender exempt supplier is unable to provide the emergency supply OR compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. However, an emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response and must be subject to due consideration of best value and sustainable practice. The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
Emergency Purchases (No budget allocation available) Refer for Clause 1.4.3	Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with s.6.8 of the <i>Local Government Act 1995</i> , the President must authorise, in writing, the necessary budget adjustment prior to the expense being incurred. The CEO is responsible for ensuring that an authorised emergency expenditure under s.6.8 is reported to the next ordinary Council Meeting. The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.
LGIS Services Section 9.58(6)(b)	The suite of LGIS insurances are established in accordance with s.9.58(6)(b) of the <i>Local Government Act 1995</i> and are provided as part of a mutual, where WALGA Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS

Purchase Value Threshold (ex GST)	Purchasing Practice
Local Government	insurance services is available as a member-base service and is not defined as a purchasing activity subject to this Policy.
Act	Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this Policy is required.

1.4.3. Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

- A local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets;
 OR
- b) A local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the Local Government Act 1995 and Functions and General Regulation 11(2)(a); OR
- c) A State of Emergency declared under the Emergency Management Act 2005 and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

1.4.4. Inviting Tenders Though not Required to do so

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the \$250,000 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement and the use of a public tender process will enhance; value for money, efficiency, risk mitigation and sustainable procurement benefits.

In such cases, the tender process must comply with the legislative requirements and the Shire's tendering procedures [F&G Reg.13].

1.4.5. Expressions of Interest

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process [F&G Reg.21] where the required supply evidences one or more of the following criteria:

- a) Unable to sufficiently scope or specify the requirement;
- b) There is significant variability for how the requirement may be met;
- c) There is potential for suppliers to offer unique solutions and / or multiple options for how the purchasing requirement may be obtained, specified, created or delivered;
- d) Subject to a creative element; or

e) Provides a procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes will be based upon qualitative and other non-price information only.

1.4.6. Unique Nature of Supply (Sole Supplier)

An arrangement with a supplier based on the unique nature of the goods or services required or for any other reason, where it is unlikely that there is more than one potential supplier may only be permitted where the:

- a) purchasing value is estimated to be over \$5,000; and
- b) purchasing requirement has been documented in a detailed specification; and
- c) specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- d) market testing process and outcomes of supplier assessments have been evidenced in records, inclusive of a rationale for why the supply is determined as unique and why quotations / tenders cannot be sourced through more than one potential supplier.

An arrangement of this nature will only be approved for a period not exceeding one (1) year. For any continuing purchasing requirement, the approval must be re-assessed before expiry, to evidence that only one potential supplier still genuinely exists.

1.4.7. Anti-Avoidance

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of "splitting" the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

1.4.8. Contract Renewals, Extensions and Variations

Where a contract has been entered into as the result of a publicly invited tender process, then Functions and General Regulation 21A applies.

For any other contract, the contract must not be varied unless

- a) The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or
- b) The variation is a renewal or extension of the term of the contract where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this Policy.

2. SUSTAINABLE PROCUREMENT

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders may include a request for Suppliers to provide information regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

2.1. LOCAL ECONOMIC BENEFIT

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region. As much as practicable, the Shire will:

- a) consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;
- b) consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- c) ensure that procurement plans, and analysis is undertaken prior to develop Requests to understand local business capability and local content availability where components of goods or services may be sourced from within the District for inclusion in selection criteria;
- d) explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- e) avoid bias in the design and specifications for Requests for Quotation and Tenders all Requests must be structured to encourage local businesses to bid;
- f) consider the adoption of Key Performance Indicators (KPIs) within contractual documentation that require successful Contractors to increase the number of employees from the District first; and
- g) provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

The Shire has adopted a Regional Price Preference Policy, which will be applied when undertaking all tendering activities.

2.2. SOCIALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of requirements from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting may be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

Aboriginal Businesses

Functions and General Regulation 11(2)(h) provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less, or worth \$250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in F&G Reg.11(2)(h)) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

Australian Disability Enterprises

Functions and General Regulation 11(2)(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

2.3. ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria may be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers which:

- a) demonstrate policies and practices that have been implemented by the business as part of its operations:
- b) generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and
- c) encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

3. RECORD KEEPING

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire relevant to the performance of the contract.

4. PURCHASING POLICY NON-COMPLIANCE

The Purchasing Policy is mandated under the Local Government Act 1995 and Regulation 11A of the Local Government (Functions and General) Regulations 1996 and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision-making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with; legislation, this Purchasing Policy or the Code of Conduct, is identified it must be reported to the Chief Executive officer or the Finance and Administration Manager

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation, with findings to be considered in context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

- a) an opportunity for additional training to be provided;
- b) a disciplinary matter, which may or may not be subject to reporting requirements under the Public Sector Management Act 1994; or
- c) where the beach is also identified as potentially serious misconduct, the matter will be reported in accordance with the Corruption, Crime and Misconduct Act 2003. The Shire of Mingenew (the "Shire") is committed to delivering the objectives, principles and practices outlined in this Policy, when purchasing goods, services or works to achieve the Shire's strategic and operational objectives.

This policy complies with the *Local Government (Functions and General) Regulations 1996* (The Regulations).



COUNCIL POLICY 1.3.7

Finance

Title: 1.3.7 REGIONAL PRICE PREFERENCE

Adopted: <2009

Reviewed: 17 November 2021 (no change)

Associated Legislation: Local Government Act (1995) as amended;

State Records Act 2000

Local Government (Functions and General) Regulations 1996, Part 4A

Associated Shire of Mingenew Code of Conduct

Documentation: Shire of Mingenew Policy 1.3.1- Purchasing

Shire of Mingenew Management Procedure 1.3.1- Purchasing

Review Responsibility: Council

Previous Policy Number/s - 3008

Objective:

- To ensure Shire of Mingenew residents and all relevant stakeholders are provided a fair and meaningful opportunity to participate and contribute to problem solving, planning and decisions made by the Council and its staff.
- To provide effective stakeholder engagement for productive relationships, improved dialogue and deliberation, and ultimately, better democracy.

Policy:

In order to promote sub-regional development, the Shire of Mingenew will provide a price preference to regional suppliers (located within the stipulated areas) when evaluating and awarding contracts with Council via the Tendering Process.

Any price preference provided will comply with part 4A of the Local Government (Functions and General) Regulations 1995 as amended.

Price preference will be given to all suppliers submitting conforming tenders for the supply of goods and services (including Construction (building) Services) to the Shire of Mingenew, unless Council resolves that this policy does not apply to a particular tender.

The following price preference will be given to suppliers submitting tenders assessed in relation to this policy:

<u>Goods and Services</u> – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

- 1. 10% to all suppliers located within the Shire of Mingenew
- 2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
- 3. 2.5% to all suppliers located within the Midwest Region

<u>Construction (building) Services –</u> up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.



Stipulated Area-

- 1. 5% to all suppliers located within the Shire of Mingenew
- 2. 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin.
- 3. 1% to all suppliers located within the Midwest Region

Goods and Services, including Construction (building) Services tendered for the first time where Council previously supplied the Goods or Services – up to a maximum price reduction of \$500,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

- 1. 10% to all suppliers located within the Shire of Mingenew
 - 2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
 - 3. 2.5% to all suppliers located within the Midwest Region

The Midwest Region incorporates the following 17 local governments: Carnamah, Chapman Valley, Coorow, Cue, Greater Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Murchison, Northampton, Perenjori, Sandstone, Three Springs, Wiluna and Yalgoo.

Regional Price Preference will only be given to suppliers located within the stipulated areas for more than six months prior to the advertising date of the tender.

<u>Located within the stipulated areas</u> is defined as having a physical presence in the way of a shop, depot, outlet, headquarters or other premises where the goods or services specifically being provided are supplied from. This does not exclude suppliers whose registered business is located outside the stipulated area but undertake the business from premises within the stipulated area. An example is a franchisee of a multinational company.

Only those goods and services identified in the tender as being from a source located within the stipulated area will have the price preference applied when assessing the tender.

Price is only one factor that Council considers when evaluating a tender. There is nothing contained within this policy that compels Council to accept the lowest tender or any tender based on price offered.

Shire of Mingenew Summary

SUMMARY

Shire of Mingenew Summary

SHIRE OF MINGENEW YANDANOOKA NE ROAD INTERSECTION CONSTRUCTION RFT2 22-23

SUMMARY

SCHEDULE No. 1 - GENERAL ITEMS	\$0.00	
SCHEDULE No. 2 - ROADWORKS		
SERIES 300 - EARTHWORKS	\$0.00	
SERIES 400 - DRAINAGE	\$0.00	
SERIES 500 - PAVEMENT & SURFACING	\$0.00	
SERIES 600 - TRAFFIC FACILITIES	\$0.00	
SERIES 900 - MISCELLANEOUS	\$0.00	\$0.00
SCHEDULE No. 3 - PROVISIONAL SUMS		\$10,000.00
GST EXCLUSIVE AMOUNT		\$10,000.00
ESTIMATED GST PAYABLE		\$1,000.00
TOTAL OF TENDER	\$11,000.00	

Shire of Mingenew Contents

SHIRE OF MINGENEW YANDANOOKA NE ROAD INTERSECTION CONSTRUCTION RFT2 22-23

SCHEDULES OF RATES

CONTENTS

THIS PAGE - CONTENTS	1
SCHEDULE No. 1 - GENERAL ITEMS	2
SCHEDULE No. 2 - ROADWORKS	5
SERIES 300 - EARTHWORKS	6
SERIES 400 - DRAINAGE	7
SERIES 500 - PAVEMENT & SURFACING	8
SERIES 600 - TRAFFIC FACILITIES	9
SERIES 900 - MISCELLANEOUS	10
SCHEDULE No. 3 - PROVISIONAL SUMS	11
SUMMARY	13
O DIVINITAL Y I	10

Shire of Mingenew General Items

SCHEDULE No. 1 - GENERAL ITEMS

Item	Description	Unit	Qty	Rate	Amount
	CONDITIONS OF CONTRACT				
GCC	GENERAL CONDITIONS OF CONTRACT				
GCC.01	Insurances in accordance with the General Conditions of Contract	Item	1		\$0.00
GCC.02	Contractor's superintendence during the execution of the Works	Item	1		\$0.00
GCC.03	All charges, costs and obligations relating to the General Conditions of Contract not provided for elsewhere	Item	1		\$0.00
	SPECIAL CONDITIONS OF CONTRACT				
SCC.01	All charges, costs and obligations relating to the Special Conditions of Contract not provided for elsewhere	Item	1		\$0.00
	SERIES 100 - GENERAL REQUIREMENTS				
	101 DESCRIPTION OF WORKS				
101.01	Provision of access for others to undertake works	Item	1		\$0.00
101.02	Contractors programs	Item	1		\$0.00
101.03	Project works sign	No.	3		\$0.00
	102 SURVEY INFORMATION				
102.01	Survey information, control and setting out of the works	Item	1		\$0.00
	103 SITE FACILITIES				
103.01	Contractors Site Facilities Provision of Contractor's site facilities	Item	1		\$0.00
103.02	Contractor's Plant Mobilisation and demobilisation of Contractor's plant	Item	1		\$0.00
	104 ENTRY TO LAND				
104.01	Entry to land	Item	1		\$0.00
	106 UTILITIES AND SERVICES				
106.01	Liaison, programming, location and protection of utilities and services	Item	1		\$0.00

Shire of Mingenew General Items

Item	Description	Unit	Qty	Rate	Amount
	SERIES 200 - MANAGEMENT REQUIREME	NTS			
	202 - TRAFFIC				
202.01	Traffic management	Item	1		\$0.00
202.02	Traffic control devices	Item	1		\$0.00
202.03	Traffic controllers	Item	1		\$0.00
202.04	Construction, maintenance and removal of sidetracks, access tracks and temporary driving surfaces	Item	1		\$0.00
202.05	Maintenance of existing roads	Item	1		\$0.00
	203 - OCCUPATIONAL SAFETY AND HEALTH				
203.01	Occupational safety and health including safety and health plans and safety and health audits	Item	1		\$0.00
	204 - ENVIRONMENTAL MANAGEMENT				
204.01	Construction Environmental Management Plan	Item	1		\$0.00
	To Summary				\$0.00

SCHEDULE No. 2 - ROADWORKS

Item	Description	Unit	Qty	Rate	Amount
	SERIES 300 - EARTHWORKS				
	301 - VEGETATION CLEARING AND DEMOLITION				
301.01	Native vegetation clearing	m²	350		\$0.00
301.02	General vegetaion clearing	m²	4,130		\$0.00
301.03	Topsoil removal, 100 deep	m²	26,195		\$0.00
	302 - EARTHWORKS				
302.01	Removal of redundant seal	m²	2,056		\$0.00
302.02	Ripping and rehabilitating redundant pavement	m²	3,395		\$0.00
302.03	Marking out and cutting edge of existing pavement	m	315		\$0.00
302.04	UNSUITABLE MATERIAL Removal of unsuitable material	m³	-		Rate Only
302.05	Backfilling unsuitable material excavations	m³	-		Rate Only
302.06	CONTAMINATED MATERIAL Removal of contaminated material	m³	-		Rate Only
302.07	Backfilling contaminated material excavations	m³	-		Rate Only
302.08	EXCAVATION IN ROCK Excavation in rock	m³	-		Rate Only
302.09	EMBANKMENT CONSTRUCTION Embankment foundation compaction	m²	13,485		\$0.00
302.10	Embankment construction cut to fill	m³	9,120		\$0.00
302.11	Disposal of excess cut material to fill batter slopes and road reserve as directed by the superintendent	m³	3,055		\$0.00
302.12	SUBGRADE Subgrade preparation	m²	16,480		\$0.00
302.13	Subgrade preparation in road widenings	m²	225		\$0.00
	303 - MATERIAL AND WATER SOURCES				
303.01	PIT ESTABLISHMENT Pavement material borrow pits	Item	1		\$0.00
303.02	WATER SUPPLIES Water supplies	Item	1		\$0.00
	To Summary				\$0.00
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Item	Description	Unit	Qty	Rate	Amount
	SERIES 400 - DRAINAGE				
	402 - SURFACE DRAINS AND LEVEES				
	SURFACE DRAINS AND LEVEES				
402.01	Table drains	m	1,210		\$0.00
402.02	Type F surface drain to culvert inlet / outlet not exceeding 2m wide at base	m	45		\$0.00
402.03	Extra over surface drains for excavation in rock	m³	-		Rate Only
	404 - CULVERTS				
404.01	CULVERTS Reinforced Concrete Pipes Class 2 600 mm diameter class 2 RCP culvert	m	28.8		\$0.00
404.02	Reinforced Concrete Box Sections 1200 x 300 Box culvert	m	22.8		\$0.00
404.03	All Culverts Select bedding	m³	4.2		\$0.00
404.04	Reinforced concrete base slab	m³	9.3		\$0.00
404.05	Reinforced insitu concrete culvert end treatments	m³	7		\$0.00
404.06	Extra over culverts for excavation in rock	m³	-		Rate Only
404.07	Redundant Culverts Removal of 450 mm diameter reinforced concrete pipe	m	10		\$0.00
	406 - ROCK PROTECTION				
406.01	750 mm deep light class rock pitching downstream from culvert outlet headwall	m²	5		\$0.00
	To Summary				\$0.00
	SERIES 500 - PAVEMENT & SURFACING				
	501 - PAVEMENTS				
501.01	BASECOURSE 180 mm thick gravel basecourse - Yandanooka NE Road	m²	15,185		\$0.00
501.02	300 mm thick gravel basecourse - Intersection approach	m²	1,295		\$0.00
501.03	250 mm thick gravel basecourse in widenings - Mingenew Morawa Road	m²	465		\$0.00
	503 - BITUMINOUS SURFACING NOTE: Seal design to be undertaken by contractor and approved by MRWA. Below is indicative only. ROADWORKS Prime				
503.01	Prime coat with BAR of 0.9 litres/m²	m²	11,115		\$0.00
503.02	Bitumen Seal First coat seal with BAR of 1.8 litres/m² and 14mm aggregate	m²	11,115		\$0.00
503.03	Second coat seal with BAR of 1.1 litres/m² and 7mm aggregate	m²	11,115		\$0.00
	To Summary				\$0.00

Item	Description	Unit	Qty	Rate	Amount
	SERIES 600 - TRAFFIC FACILITIES				
	601 - SIGNS				
004.04	SINGLE POST SIGNS		00		Ф0.00
601.01	D4-6B	No.	20		\$0.00
601.02	W1-3B(L)	No.	1		\$0.00
601.03	W8-2B	No.	1		\$0.00
601.04	W2-14C(L)	No.	1		\$0.00
601.05	W2-4B(L)	No.	1		\$0.00
601.06	W2-4B(R)	No.	1		\$0.00
601.07	R1-2B	No.	1		\$0.00
601.08	MR-GS-5	No.	1		\$0.00
601.09	MR-GS-3B(L)	No.	1		\$0.00
601.10	MR-GS-3B(R)	No.	1		\$0.00
601.11	MR-GS-4B	No.	1		\$0.00
601.12	DOUBLE POST SIGNS MR-HM-2	No.	1		\$0.00
601.13	REMOVAL OF REDUNDANT SIGNS Single post sign	No.	4		\$0.00
601.14	Double post sign	No.	1		\$0.00
	602 - GUIDE POSTS				
602.01	Guide posts	No.	75		\$0.00
602.02	Removal of redundant guide posts	No.	7		\$0.00
	604 - PAVEMENT MARKING				
	ROAD PAVEMENT MARKINGS				
604.01	Double two way barrier line	m	1,155		\$0.00
604.02	Edge line	m	817		\$0.00
604.03	RAISED PAVEMENT MARKERS Yellow bi-directional	No.	261		\$0.00
604.04	Yellow uni-directional	No.	21		\$0.00
604.05	Temporary raised pavement markers	Item	1		\$0.00
	To Summa	ary			\$0.00

Item	Description	Unit	Qty	Rate	Amount
	SERIES 900 - MISCELLANEOUS				
	903 - FENCING				
903.01	Agricultural Fencing Agricultural fence (Refer to standard drawing 200311-096)	m	2,050		\$0.00
903.02	Removal Of Redundant Fencing Removal of redundant 1.0 m high agricultrual fencing and gates	m	350		\$0.00
	To Summary				\$0.00

Shire of Mingenew Provisional Sums

SCHEDULE No. 3 - PROVISIONAL SUMS

Shire of Mingenew Provisional Sums

Item	Description	Unit	Qty	Rate	Amount
	PROVISIONAL SUMS				
	SERVICES				
PS.01	Allow the Provisional Sum of \$10,000 for the relocation/protection of services	P.S.	1	\$10,000.00	\$10,000.00
	To Summary				\$10,000.00