

ORDINARY COUNCIL MEETING

8 December 2020

Attachment Booklet – December 2020

ATTACHMENT: CC01

Accounts for Payment – November 2020

Attachment 1 Accounts for Payment – November 2020

List of Accounts paid November 2020 for presentation to the

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Council	Meeting	8	December	2020	

	MUNI	ICIPAL/(TRUST) PAYMENTS	
EFT/CHQ #	DATE	DESCRIPTION	PAYMENTS
EFT26608	03/11/2020 ATOM	PARTS FOR VARIOUS PLANT	-704.26
EFT26609	03/11/2020 BLACKWOODS	CLEANER FOR SHIRE PLANT & VEHICLES	-93.50
EFT26610	03/11/2020 BOB WADDELL CONSULTANT	ASSISTANCE WITH ANNUAL FINANCIAL REPORT	-660.00
EFT26611	03/11/2020 CANINE CONTROL	CONTRACT RANGER SERVICES	-1,500.00
EFT26612	03/11/2020 IRWIN RURAL SUPPLIES & STOCKFEEDS	LAYER CRUMBLES FOR CHICKENS	-57.00
EFT26613	03/11/2020 DANTHONIA	REPLACEMENT POWER SUPPLY FOR LED SIGN	-248.60
EFT26614	03/11/2020 DELTA CLEANING SERVICES	CLEANING CONTRACT	-14,211.42
EFT26615	03/11/2020 DENISON BOWLING & RECREATION CLUB INC	ANDREW DOVE FAREWELL EVENT	-1,210.00
EFT26616	03/11/2020 DONGARA HANDYMAN SERVICE	BUILDING MAINTENANCE REPAIRS AT SHIRE FACILITIES AND THE VILLAGE	-1,998.70
EFT26617	03/11/2020 DONGARA BOBCAT & CONTRACTING SERVICES	WORKS ON CASUARINAS ROAD, CLEAR MILO CROSSING AFTER FLOODING AND	-4,224.00
EFT26618	03/11/2020 DONGARA CONCRETE SERVICES	SAND REMOVAL AT SOUTH BEACH REPLACE DAMAGED FOOTPATH ON RIDLEY STREET AND INSTALL PRAM RAMP	-2,310.00
EFT26619	03/11/2020 DONGARA DISTRICT HIGH SCHOOL	AT HENRY NOAD OVERALL ACADEMIC ACHIEVEMENT AWARD - YEAR 12 LEAVERS CEREMONY 2020	-50.00
EFT26620	03/11/2020 DONGARA DRILLING & ELECTRICAL	HIRE OF KANGA FOR PUMP TRACK WORKS AND INSTALL 2 PHASE POWER AT REC	-1,592.93
EFT26621	03/11/2020 DONGARA DENISON SMASH REPAIRS	EXCESS PAYMENT FOR HOLDEN COLORADO AND REPAIR WINDSCREENS ON HINO PRIME MOVER AND COLORADO UTE	-465.00
EFT26622	03/11/2020 DONGARA TREE SERVICES	PRUNE BACK BRANCHES AT POPPIES CAFE AND OVERHANGING BRANCHES ON BAYLISS STREET	-990.00
EFT26623	03/11/2020 DONGARA VETERINARY HOSPITAL	SENTINEL CHICKEN BLEEDING	-136.20
EFT26624	03/11/2020 DONGARA DENISON LOCAL RAG	ADVERTISING AND VISITOR CENTRE STOCK	-1,234.00
EFT26625	03/11/2020 DONGARA HOTEL MOTEL	CATERING	-390.50
EFT26626	03/11/2020 EASY AUTO CARE	SERVICE OF TOYOTA PRADO	-349.90
EFT26627	03/11/2020 EJ DIESEL	SERVICE OF FORD RANGER - DEPOT POOL CAR	-505.95
EFT26628	03/11/2020 FIVESTAR BUSINESS SOLUTIONS & INNOVATION	PRINTER CHARGES - ADMIN, VISITOR CENTRE, DPI & REC CENTRE	-758.81
EFT26629	03/11/2020 CITY OF GREATER GERALDTON	MERU WASTE DISPOSAL	-11,683.92
EFT26630	03/11/2020 GLASS CO WA	REPAIRS AND REPLACEMENTS GLASS AND LOCKS AT THE VILLAGE AND RICHARDSON ROAD HOUSE	-345.00
EFT26631	03/11/2020 GERALDTON LIMESTONE RETAINING WALLS	SAFETY CRITICAL WORKS ON HAMPTON STREET	-2,860.00
EFT26632	03/11/2020 GREAT NORTHERN RURAL SERVICES	PARTS FOR JOHN DEERE MOWER	-395.78
EFT26633	03/11/2020 JR & A HERSEY	PPE FOR OPERATIONS	-253.44
EFT26634	03/11/2020 INCITE SECURITY	REPLACE FAULTY CCTV CAMERAS AT ADMIN OFFICE AND QUARTERLY MONITORING SERVICES AT MEDICAL CENTRE	-1,789.68
EFT26635	03/11/2020 JASON SIGNMAKERS	RURAL ROAD SIGNAGE, WHEELCHAIR ACCESS SIGN, CAR PARKING AND NAME BLADE SIGNAGE	-5,683.59
EFT26636	03/11/2020 JOSH FERARA	REFUND	-50.00
EFT26637	03/11/2020 JODEY EDWARDS	CONTRACT LANDSCAPING - THE VILLAGE	-3,267.00
EFT26638	03/11/2020 NODE 1 PTY LTD	NBN FIBRE CONNECTION FEE	-179.90
EFT26639	03/11/2020 MARSDEN'S BECKENHAM TRANSPORT PTY LTD	HIRE OF TRUCK WITH DROP DECK TRAILER TO MOVE MACHINERY AND FREIGHT CHARGES FOR RETICULATION AND PIPES FOR PUMP TRACK LANDSCAPING	-957.00
EFT26640	03/11/2020 MARKET CREATIONS	SUPPORT AGREEMENT, HOSTING SERVICES, VOIP SERVICES FOR SHIRE FACILITIES AND MEDICAL CENTRE	-32,814.01
EFT26641	03/11/2020 MARKETFORCE PTY LTD	ADVERTISING	-1,926.41
EFT26642	03/11/2020 MARKS WATER TRUCK	WATER TRUCK FOR TRANSFER STATION BURN OFF AND DRAIN CLEANING ON HAMPTON STREET	-2,783.00
EFT26643	03/11/2020 MCLEODS BARRISTERS & SOLICITORS	LEGAL REPRESENTATION	-3,112.91
EFT26644	03/11/2020 MEDELECT BIOMEDICAL SERVICES	PROGRAMMED PREVENTATIVE MAINTENANCE OF MEDICAL EQUIPMENT AT MEDICAL CENTRE	-1,276.00
EFT26645	03/11/2020 MIDWEST FIRE PROTECTION & SAFETY SERVICES	FIRE EXTINGUISHERS AND SIGNAGE FOR TRANSFER STATION AND MONTHLY SERVICING OF FIRE ALARM SYSTEM AT REC CENTRE	-418.18
EF126646	03/11/2020 MIDWEST SOLAR AND WATER	AT THE VILLAGE AND PLUMBING REPAIRS TO SHIRE FACILITIES AND THE VILLAGE	-8,355.70
EFT26647	03/11/2020 NOVUS AUTOGLASS REPAIRS & REPLACEMENT	SUPPLY AND FIT NEW WINDSCREEN TO KOMATSU LOADER	-1,101.00
EFT26648	03/11/2020 PEMCO DIESEL	INSPECT AND REPAIR TO HINO PRIME MOVER	-695.75
EFT26649	03/11/2020 POSITION PARTNERS PTY LTD	BATTERIES FOR SURVEY EQUIPMENT	-316.80
EFT26650	03/11/2020 QUALITY PRESS	VEHICLE IDENTIFIER STICKERS - BUSHFIRES	-44.00
EFT26651	03/11/2020 STATE WIDE TURF SERVICES	SUPPLY AND LAY TURF TO PUMP TRACK	-22,451.00
EFT26652	03/11/2020 STEWART & HEATON CLOTHING CO	PPE FOR DONGARA TOWN BFB	-208.22
EFT26653	03/11/2020 ST JOHNS AMBULANCE ASSOCIATION	SERVICE OF FIRST AID KITS FOR BUSHFIRE BRIGADES	-359.47
EFT26654	03/11/2020 ST JOHN AMBULANCE - WESTERN AUSTRALIA - MIDWEST	EVENT SERVICES - PUMP TRACK OPENING	-172.50
EFT26655	03/11/2020 CLEANAWAY CO PTY LTD	RESIDENTIAL, COMMERCIAL AND STREET BINS COLLECTION, FRONT LIFT COLLECTION, TRANSFER STATION MTCE AND LANDFILL MTCE	-44,867.97
EFT26656	03/11/2020 T-QUIP	PARTS FOR TORO GROUND MASTER MOWER	-190.85
EFT26657	03/11/2020 TYFORD & CO	GIFT VOUCHER	-100.00
EFT26658	03/11/2020 TYREPOWER LIMITED	SUPPLY AND FIT TYRES TO COMMUNITY RANGER VEHICLE, TOYOTA PRADO AND FIT NEW RIM TO FORD RANGER	-2,134.80
EFT26659	03/11/2020 VANGUARD PRESS	MONTHLY TRANSPORT, WAREHOUSING AND BROCHURE DISPLAY FEE	-665.05

List of Accounts paid November 2020 for presentation to the Council Meeting 8 December 2020

	MUNI	CIPAL/(TRUST) PAYMENTS	
EFT/CHQ #	DATE	DESCRIPTION	PAYMENTS
EFT26660	03/11/2020 VINIDEX PTY LTD	STORM PIPE FOR CASUARINAS ROAD	-2,200.00
EFT26661	03/11/2020 WA COUNTRY BUILDERS	REFUND	-1,000.00
EFT26662	03/11/2020 PUBLIC TRANSPORT AUTHORITY OF WA	BUS TICKET SALES	-926.74
EFT26663	03/11/2020 WA LOCAL GOVERNMENT ASSOCIATION	LOCAL GOVERNMENT INDUSTRY AWARD TRAINING	-1,156.00
EFT26664	03/11/2020 WELL DONE INTERNATIONAL	CALL CENTRE CHARGES - SEPTEMBER	-483.23
EFT26665	03/11/2020 WESTRAC EQUIPMENT	INSPECT AND REPAIR HINO PRIME MOVER AND SERVICE AND REPAIRS TO CAT GRADER	-2,339.04
EFT26666	03/11/2020 ON HOLD ON LINE	MONTHLY ON HOLD MESSAGES - OCTOBER 2020	-207.00
EFT26667	03/11/2020 WESTLINE CONTRACTING	LINE MARKING & SIGNAGE ON BRAND HWY/BP/ TOURIST INFO BAY	-2,978.80
EFT26668	03/11/2020 YOUNG MOTORS PTY LTD	SERVICE OF HOLDEN COLORADO AND COMMUNITY RANGER VEHICLE	-1,114.63
EF120009	03/11/2020 WINC AUSTRALIA PTY LTD	PRINTER CHARGES - DEPOT	-251.10
EF120070			-0,109.90
EFT26672	06/11/2020 DONGARA PAINTING SERVICES	PROGRESS PAYMENT - EXTERNAL PAINTING AT THE VILLAGE	-8.030.00
EFT26673	12/11/2020 SYNERGY	VARIOUS ELECTRICITY CHARGES	-11,954.69
EFT26674	18/11/2020 IRWIN SHIRE - RATES	PAYROLL DEDUCTIONS	-1,140.00
EFT26675	18/11/2020 SHIRE OF IRWIN - SUNDRY DEBTORS	PAYROLL DEDUCTIONS	-55.00
EFT26676	18/11/2020 SHIRE OF IRWIN - LOTTO FUND	PAYROLL DEDUCTIONS	-75.00
EFT26677	20/11/2020 AUSTRALIAN TAXATION OFFICE - BAS	BAS RECONCILIATION OCTOBER	-16,017.00
EFT26678	20/11/2020 DONGARA TOWN BUSHFIRE BRIGADE	CEO02-10/12 - BUSHFIRE BRIGADE DONATION - TRANSFER STATION BURN OFF	-3,000.00
EFT26679	20/11/2020 GHD PTY LTD	PROGRESS PAYMENT - DETAILED DESIGN - MORETON TCE	-16,187.08
EFT26680	20/11/2020 SHANE DENNIS IVERS	TRAVEL POLICY - PRIVATE ACCOMMODATION	-300.00
EF120081	20/11/2020 REPCO AUTO PARTS	POWER INVERTERS FOR RURAL ROAD AND MAINTENANCE VEHICLES AND PART	-466.00
FFT26682	20/11/2020 BOSELAKE HOLDINGS PTYLTD	SPRAVING OF CASHARINA ROAD	-816.84
EFT26683	24/11/2020 SHIRE OF IRWIN	INTERIM RATES NOTICE FOR 6 X BINS AT HENRY ROAD UNITS	-1.353.21
EFT26684	25/11/2020 IRWIN SHIRE - RATES	PAYROLL DEDUCTIONS	-1,140.00
EFT26685	25/11/2020 SHIRE OF IRWIN - SUNDRY DEBTORS	PAYROLL DEDUCTIONS	-55.00
EFT26686	25/11/2020 SHIRE OF IRWIN - LOTTO FUND	PAYROLL DEDUCTIONS	-75.00
EFT26687	27/11/2020 ALYKA	ANNUAL WEBSITE HOSTING FEES	-1,980.00
EFT26688	27/11/2020 ASM ECLIPSE PTY LTD	VISITOR CENTRE STOCK	-769.21
EFT26689	27/11/2020 DONGARA BAKERY	CATERING	-631.90
EFT26690	27/11/2020 CONSTRUCTION TRAINING FUND	CONSTRUCTION TRAINING FUND RECONCILIATION OCTOBER	-826.85
EFT26691	27/11/2020 BRAND MECHANICAL SERVICES	ANNUAL SERVICING OF TOWN BUSH FIRE BRIGADE VEHICLES	-1,810.09
EF120092	AND SAFETY	BOILDING SERVICES LEVY RECONCILIATION OCTOBER	-1,007.01
EFT26693	27/11/2020 BOB WADDELL CONSULTANT	ASSISTANCE WITH 2019/20 ANNUAL FINANCIAL STATEMENT	-165.00
EFT26694	27/11/2020 CANINE CONTROL	CONTRACT RANGER SERVICES	-1,500.00
EFT26695	27/11/2020 CHAMPION BAY TROPHIES	GOLD NAME PLAQUE	-29.00
EFT26696	27/11/2020 IRWIN RURAL SUPPLIES & STOCKFEEDS	LAYER CRUMBLES FOR CHICKENS	-57.00
EFT26697	27/11/2020 CORSIGN WA	WASHERS FOR SIGN INSTALLATION	-660.00
EFT26698		FREIGHT CHARGES	-208.18
EF126699	27/11/2020 CIVIC WORKFORCE MANAGEMENT		-2,205.94
EF120700	27/11/2020 DC TWO PTY LID 27/11/2020 DONGARA EREIGHT		-1,709.33
EFT26702	27/11/2020 DENISON BOWLING & RECREATION CITIE INC	REIMBURSEMENT - MAINTENANCE WORKS AT BOWING CITIB	-3.650.07
EFT26703	27/11/2020 DONGARA HANDYMAN SERVICE	BUILDING MAINTENANCE REPAIRS AT SHIRE FACILITIES AND THE VILLAGE	-5,302.27
EFT26704	27/11/2020 DONGARA BOBCAT & CONTRACTING SERVICES	WORKS TO BURMA ROAD, CULVERT CLEARANCES ON ALLANOOKA SPRINGS	-5,813.50
		ROAD, SAND CARTING FOR WORKS ON FORESHORE, MULCH FOR MEMORIAL	
		PARK AND MILO CROSSING WORKS	
EFT26705	27/11/2020 DONGARA BODY BUILDERS	REPAIRS TO WATER TANK AND KOMATSU LOADER	-594.00
EFT26706	27/11/2020 DONGARA BUILDING & TRADE SUPPLIES	PARKS, GARDEN, BUILDING, ROAD AND BUILDING MAINTENANCE SUPPLIES	-560.60
EFT26707	27/11/2020 DONGARA DRILLING & ELECTRICAL	POLY PIPE FOR DRIVE IN, REPAIRS TO CUT WATER LINES ON ALLANOOKA	-2,771.66
		SPRINGS ROAD AND INSPECT AND SERVICE OF WATER PUMP TRAILERS	
			100 50
EF126708	27/11/2020 DONGARA HARDWARE	WATER FOR ADMIN, REC CENTRE AND LIBRARY	-188.50
EF120709	27/11/2020 TEREPOWER DONGARA	TURN MOWER	-732.00
EFT26710	27/11/2020 DONGARA TREE SERVICES	TREE PRUNING ON TREES NEAR POWERLINES	-2,310.00
EFT26711	27/11/2020 DONGARA DENISON LOCAL RAG	ADVERTISING	-466.00
EFT26712	27/11/2020 DONGARA HOTEL MOTEL	CATERING	-329.00
EFT26713	27/11/2020 FIVESTAR BUSINESS SOLUTIONS & INNOVATION	PRINTER CHARGES - ADMIN, LIBRARY AND REC CENTRE	-1,468.54
EFT26714	27/11/2020 GARAGE SALE TRAIL FOUNDATION PTY LTD	ANNUAL SUBSCRIPTION	-1,892.00
EFT26715	27/11/2020 CITY OF GREATER GERALDTON	MERU WASTE DISPOSAL	-11,616.00
EFT26716	27/11/2020 GERALDTON TROPHY & ENGRAVING CENTRE	NICHE WALL PLAQUES	-705.00
EFT26717	27/11/2020 REFUEL AUSTRALIA	BULK DIESEL FUEL PURCHASE AND HYDRAULIC FLUID FOR SUNDRY PLANT	-6,533.38
EF120/18	27/11/2020 GERALDION GYMNASTICS CLUB	GYMINASTICS COMPETITION ENTRY FEES	-1,000.00
EF120/19		REFLACE LOCK ON DACK SLIVING DOOK AT UNIT TO THE VILLAGE	-114.47
EFT26721	27/11/2020 GRIFFIN VALUATION ADVISORY	DESKTOP MARKET VALUATION	-2.310.00
EFT26722	27/11/2020 LED SIGNS PTY LTD	FINAL PAYMENT - SCORE BOARD UPGRADE AT REC CENTRE	-4,985.75

List of Accounts paid November 2020 for presentation to the Council Meeting 8 December 2020

		anth Meeting O Detember 2020						
	MUNICIPAL/(TRUST) PAYMENTS							
EFT/CHQ #	DATE	DESCRIPTION	PAYMENTS					
EFT26723	27/11/2020 AFGRI EQUIPMENT PTY LTD	PARTS FOR JOHN DEERE MOWER	-990.24					
32014	03/11/2020 DONGARA QUALITY MEATS	PUMP TRACK OPENING DAY - SAUSAGES	-240.00					
32015	03/11/2020 JOANNE VANESSA BIGLANDS	REFUND	-50.00					
32016	04/11/2020 SHIRE OF IRWIN	CONTAINER DEPOSIT SCHEME - CASH FUNDS FOR NOVEMBER	-6,000.00					
32017	16/11/2020 TREW NOMINEES PTY LTD	REFUND	-33.28					
32018	18/11/2020 TRONOX MANAGEMENT PTY LTD	REFUND	-819.60					
32019	24/11/2020 WATER CORPORATION	VARIOUS WATER CHARGES	-42,780.58					
DD20731.1	05/11/2020 TELSTRA AUSTRALIA	VARIOUS TELEPHONE AND DATA CHARGES	-398.25					
DD20751.1	24/11/2020 TELSTRA AUSTRALIA	FREE WIFI DATA CHARGES	-80.00					
DD20760.1	30/11/2020 TELSTRA AUSTRALIA	VARIOUS MOBILE AND DATA CHARGES	-1,384.60					
DD20729.1	04/11/2020 WA TREASURY CORPORATION	LOAN 99	-44,623.21					
DD20765.1	09/11/2020 WA TREASURY CORPORATION	LOAN 93	-20,727.35					
SOL 11/20	16/11/2020 SHINE TECH SOLAR	SOLAR REPAYMENT NOVEMBER	-1,947.66					
DD20762.1	30/11/2020 HUNTER PREMIUM FUNDING	INSURANCE PREMIUM FUNDING REPAYMENT - FIFTH INSTALMENT	-28,344.32					
CR 021120	02/11/2020 NAB BUSINESS VISA	NAB BUSINESS VISA TRANSACTIONS INCLUDING COMPUTER EXPENSES,	-2,147.83					
		PROFESSIONAL DEVELOPMENT, STANDARDS FOR SIHI TENDER, OXYGEN						
		CYLINDER RENTAL FOR MEDICAL CENTRE, ADVERTISING FOR COMMUNITY						
		DEVELOPMENT OFFICER POSITION AND REC CENTRE EXPENSES						
DD20740.1	17/11/2020 ANZ SMART CHOICE SUPER	SUPERANNUATION	-194.10					
DD20740.2	17/11/2020 ASGARD SUPERANNUATION	SUPERANNUATION	-159.04					
DD20740.3	17/11/2020 AUSTRALIAN SUPER	SUPERANNUATION	-1,034.93					
DD20740.4	17/11/2020 HOSTPLUS	SUPERANNUATION	-466.31					
DD20740.5	17/11/2020 RUSSELL SUPERSOLUTION MASTER TRUST	SUPERANNUATION	-223.60					
DD20740.6	17/11/2020 MLC SUPER FUND	SUPERANNUATION	-651.73					
DD20740.7	17/11/2020 REST SUPERANNUATION	SUPERANNUATION	-342.85					
DD20740.8	17/11/2020 WA SUPER	SUPERANNUATION	-11,477.38					
			-499,455.91					

Sundry Creditors as at 30/11/2020 164,925.25

The Payments included in the above list of Accounts Paid, have been authorised by the Chief Executive Officer under delegation from Council.

12/20

DATE

Shane lvers **Chief Executive Officer**

Corporate Credit Card Expenditure - Payment Reference CR 021120

S.Ivers Credit Card Expenses		
MYOB Australia	Upgrade of MYOB at Visitor Centre Monthly Charge	70.50
Sage Perth	Accommodation - Award Interpretation	348.96
Sage Perth	Accommodation - Award Interpretation	336.33
Sage Perth	Refund	-6.00
Sage Perth	Refund	-2.08
Spotify	Rec Centre Gym Music	11.99
SAI Global	Standards - General Conditions of Contract	863.64
BOC Limited	Oxygen Cylinder Rental - Medical Centre	5.99
Gymnastics Australia	Registration for Volunteer Gymnastics Coach	196.00
Seek	Advertising - Community Development Officer	313.50
NAB	Card Fee	9.00
		2,147.83
1	TOTAL PAYMENT TO CORPORATE CREDIT CARD ACCOUNT	2,147.83

ATTACHMENT: CC02

Monthly Financial Statements for the Period Ended 30 November 2020

Attachment 1 Financial Statements for the Period Ended 30 November 2020



MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the Period Ended 30 November 2020

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF IRWIN MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDED 30 NOVEMBER 2020

Items of Significance

The material variance adopted by the Shire of Irwin for the 2020/21 year is \$10,000 and 10%. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure. A full listing and explanation of all items considered of significant/material variance is disclosed in Note 15.

	%				
	Collected /	Amended	Amended		Variance
	Completed	Annual Budget	YTD Budget	YTD Actual	(Under)/Over
Significant Projects					
AGED APPROPRIATE HOUSING - STAGE 2	10%	2,259,327	941,005	228,624	712,381
R2R - FANE ROAD	2%	64,000	35,195	1,017	34,178
R2R - PIGGERY LANE	1%	129,540	71,242	818	70,424
R2R - BELAURA PLACE	0%	21,259	11,688	0	11,688
CASUARINAS ROAD - RRG	68%	357,000	196,345	244,282	(47,937)
MORETON TERRACE DESIGN	7%	450,000	247,500	32,237	215,263
TABLETOP ROAD - RRG	4%	422,500	232,370	15,038	217,332
BURMA ROAD - RRG	20%	251,500	138,312	51,450	86,862
MILO ROAD DESIGN	0%	38,528	21,188	0	21,188
BLENHEIM ROAD	70%	7,100	3,905	4,950	(1,045)
GENERAL FOOTPATHS	23%	5,000	2,750	1,150	1,600
CEMETERY REVITILISATION	1%	130,000	63,700	1,384	62,316
CLIFF HEAD - PAID CAMPING IMPLEMENTATION	0%	15,000	5,000	0	5,000
SKATE PARK - PUMP TRACK	111%	238,000	220,000	263,194	(43,194)
RURAL SIGNS	17%	69,000	37,950	11,507	26,443
Grants, Subsidies and Contributions					
Operating Grants, Subsidies and Contributions	22%	1,041,725	251,156	232,728	(18,428)
Non-operating Grants, Subsidies and Contributions	13%	4,102,922	1,884,454	541,747	(1,342,707)
	15%	5,144,647	2,135,610	774,476	(1,361,134)
Rates Levied	100%	5,394,500	5,388,660	5,370,699	(17,961)

% Compares current ytd actuals to annual budget

		Pr N	ior Year 30 Iovember	Current Year 30 November		
Financial Position			2019		2020	
Adjusted Net Current Assets	85%	\$	4,726,059	\$	3,994,536	
Cash and Equivalent - Unrestricted	140%	\$	3,723,217	\$	5,196,311	
Cash and Equivalent - Restricted	98%	\$	1,316,594	\$	1,295,608	
Receivables - Rates	60%	\$	1,893,672	\$	1,136,957	
Receivables - Other	84%	\$	135,710	\$	113,401	
Payables	200%	\$	204,484	\$	409,253	

% Compares current ytd actuals to prior year actuals at the same time

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

SUMMARY INFORMATION

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 30 November 2020 Prepared by:Jenny Goodbourn (Senior Finance Officer) Reviewed by: Shane Ivers (CEO)

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34 . Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 14.

SIGNIFICANT ACCOUNTING POLICES

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

CRITICAL ACCOUNTING ESTIMATES

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

SHIRE OF IRWIN MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDED 30 NOVEMBER 2020

SUMMARY GRAPHS



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

SHIRE OF IRWIN **KEY TERMS AND DESCRIPTIONS** FOR THE PERIOD ENDED 30 NOVEMBER 2020

STATUTORY REPORTING PROGRAMS

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

GOVERNANCE	ACTIVITIES
To provide a decision making process for the efficient allocation of scarce resources.	Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern a specific council services.
GENERAL PURPOSEFUNDING To collect revenue to allow for the provision of services.	Rates, general purpose government grants and interest revenue.
LAW, ORDER, PUBLIC SAFETY To provide services to help ensure a safer and environmentally conscious community.	Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.
HEALTH To provide an operational framework for environmental and community health.	Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.
EDUCATION AND WELFARE To provide services to the elderly, children and youth.	Maintenance of playgroup centre and senior citizen centre. Provision of youth support services.
HOUSING To provide and maintain elderly residents housing.	Provision and maintenance of elderly residents housing.
COMMUNITY AMENITIES To provide services required by the community.	Rubbish collection services, operation of rubbish transfer site, litter control, protection of the environment and administration of town planning schemes, cemetery and public conveniences.
RECREATION AND CULTURE To establish and effectively manage infrastructure and resource which will help the social wellbeing of the community.	Maintenance of public halls, heritage buildings, civic centres, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, television and radio rebroadcasting and other cultural facilities.
TRANSPORT To provide safe, effective and efficient transport services to the community.	Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.
ECONOMIC SERVICES To help promote the Shire and its economic wellbeing.	Tourism and area promotion. Provision of rural services including weed control, vermin control and standpipes. Building control.
OTHER PROPERTY AND SERVICES	Private works operation, plant repair and operation costs and engineering operation costs

accounts.

STATUTORY REPORTING PROGRAMS

			Amended						Significant
		Adopted	Annual	Amended YTD	YTD	Var. \$	Var. %	Var.	Var.
		Annual	Budget	Budget	Actual	(b)-(a)	(b)-(a)/(a)		S
	Note	Budget	(d)	(a)	(b)				
		Ś	Ś	Ś	Ś	Ś	%		
Opening Funding Surplus(Deficit)	1	(168.015)	(272.396)	(272.396)	(272.396)	•	0%		
		(/	(,,	(,,	(/	-	•/-		
Revenue from operating activities									
Governance		0	0	0	0	0			
General Purpose Funding - Rates	6	5.394.500	5.394.500	5.385.860	5.370.699	(15.161)	(0%)		
General Purpose Funding - Other	-	316.641	316.641	156.308	166.148	9.840	6%		
Law. Order and Public Safety		172,994	172.994	55.573	38.731	(16.842)	(30%)		s
Health		60 700	60 700	37 915	44.072	6 157	16%		-
Education and Welfare		8 550	8 550	4 725	1,144	(3 581)	(76%)		
Housing		353,000	353,000	147 080	142 715	(4,365)	(3%)	•	
Community Amenities		853 855	853 855	765 755	816 808	(4,505)	(378)		
Recreation and Culture		153 817	273 817	118 385	96 623	(21 762)	(18%)		c
Transport		85 766	635 766	83 420	95 730	12 310	(10%)		ç
Fronomic Services		131 657	131 657	57 126	126 266	69 140	121%		с с
Other Property and Services		69 500	69 500	18 950	35 182	16 222	96%		с с
other Property and Services		7 600 980	8 270 980	6 821 097	6 02/ 119	10,232	8078		3
Expenditure from operating activities		7,000,580	8,270,380	0,831,037	0,554,110				
		(559,200)	(592 200)	(270 972)	(107 224)	72 640	270/		
Governance Conoral Purpose Funding		(336,300)	(565,500)	(270,873)	(157,224)	/3,649	27%		3
General Purpose Funding		(1,400,715)	(397,827)	(244,910)	(250,177)	(5,267)	(2%)		
Law, Order and Public Safety		(4/1,125)	(407,858)	(198,053)	(189,627)	8,426	4%		
Health		(339,547)	(339,547)	(127,795)	(153,847)	(26,052)	(20%)		5
Education and weifare		(62,370)	(62,370)	(26,938)	(25,893)	1,045	4%		
Housing		(590,171)	(591,550)	(247,709)	(456,554)	(208,845)	(84%)		S
Community Amenities		(1,199,904)	(1,304,592)	(542,186)	(438,406)	103,780	19%	.	S
Recreation and Culture		(2,555,055)	(2,576,129)	(1,078,208)	(1,031,634)	46,574	4%		
Iransport		(3,440,854)	(4,055,354)	(1,465,254)	(1,618,124)	(152,870)	(10%)		S
Economic Services		(383,644)	(388,144)	(158,883)	(147,801)	11,082	7%	A	
Other Property and Services		(48,500)	(281,441)	(134,524)	(69,149)	65,375	49%		S
		(11,110,185)	(11,248,112)	(4,495,333)	(4,578,436)				
Operating activities excluded from budget									
Add back Depreciation	_	4,358,601	4,358,601	1,816,035	1,890,414	74,379	4%		
Adjust (Profit)/Loss on Asset Disposal	7	9,620	10,013	10,796	176,479	165,683	1535%		S
Movement in Leave Reserve (Added Back)		1,334	1,334	555	271	(284)	(51%)		
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0			
Movement in Employee Benefit Provisions		0	0	0	0	0			
Rounding Adjustments		0	0	0	0	0			
Movement Due to Changes in Accounting Standards		0	0	0	0	0			
Loss on Asset Revaluation		0	0	0	0	0			
Adjustment in Fixed Assets		0	0	0	0	0			
Amount attributable to operating activities		860,350	1,392,816	4,163,150	4,422,846				
Investing Activities									
		0 606							
Non-operating Grants, Subsidies and Contributions	13	3,628,255	4,102,922	1,884,454	541,747	(1,342,707)	(71%)		S
Proceeds from Disposal of Assets	7	40,000	65 <i>,</i> 000	40,000	454,961	414,961	1037%		S
Land Held for Resale	8	0	0	0	0	0			
Land and Buildings	8	(2,329,327)	(2,327,327)	(984,005)	(331,736)	652,269	66%		S
Plant and Equipment	8	(66,000)	(720,000)	(66,000)	(18,218)	47,782	72%		S
Furniture and Equipment	8	(26,100)	(51,700)	(26,100)	(21,565)	4,535	17%		
Infrastructure Assets - Roads	8	(1,791,127)	(2,533,127)	(971,670)	(357,421)	614,249	63%		S
Infrastructure Assets - Drainage	8	0	0	0	0	0			
Infrastructure Assets - Footpaths	8	0	0	0	0	0			
Infrastructure Assets - Public Facilities	8	0	0	0	0	0			
Infrastructure Assets - Other	8	(495 <i>,</i> 000)	(608,000)	(354,025)	(276,086)	77,939	22%		S
Amount attributable to investing activities		(1,039,299)	(2,072,232)	(477,346)	(8,318)				
Financing Actvities									
Proceeds from New Debentures	9	1,095,010	1,625,010	700,000	0	(700,000)	(100%)	▼	S
Repayment of Debentures	9	(391,148)	(391,148)	(141,915)	(140,536)	1,379	1%		

Closing Funding Surplus(Deficit)	1	(26,099)	(2,813)	3,566,406	3,994,536				
Amount attributable to financing activities		320,864	948,999	152,998	(147,597)				
Transfer to Reserves	10	(14,000)	(14,000)	(5 <i>,</i> 830)	(2,845)	2,985	51%		
Transfer from Reserves	10	20,000	118,135	0	0	0			
Transfer from Restricted Cash - Other		0	0	0	0	0			
Transfer to Restricted Cash - Other		0	0	0	0	0			
Self-Supporting Loan Principal		25,941	25,941	4,048	4,023	(25)	(1%)	▼	
Proceeds from Advances		0	0	0	0	0			
Advances to Community Groups		(395,010)	(395 <i>,</i> 010)	(395,010)	0	395,010	100%		S
Repayment of Lease Financing	9	(19,929)	(19,929)	(8,295)	(8,239)	56	1%		

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

Refer to Note 15 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2020/21 year is \$10,000 and 10%.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF IRWIN KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 30 NOVEMBER 2020

REVENUE

RATES

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS Refer to all amounts received as grants, subsidies and

contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

PROFIT ON ASSET DISPOSAL

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

FEES AND CHARGEES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

NATURE OR TYPE DESCRIPTIONS

EXPENSES

EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

BY NATURE OR TYPE

				Amended					Significant
		Adopted	Amended	YTD	YTD	Var. S	Var. %	Var.	Var.
		Annual	Annual	Budget	Actual	(b)-(a)	(b)-(a)/(a)		\$
	Note	Budget	Budget	(a)	(h)	(2) (2)	(<i>u</i>) (<i>u</i>) (<i>u</i>)		
		ć	ć	(d) ć	ć.	ć	9/		
Opening Funding Surplus (Deficit)	1	ې (168 015)	3 (272,396)	, (272,396)	ې (272,396)	,	/0 0%		
	-	(100)010)	(272)0007	(272)0007	()0000)	0	0,0		
Revenue from operating activities									
Rates	6	5.394.500	5.394.500	5.388.660	5.370.699	(17.961)	(0%)	•	
Operating Grants, Subsidies and		-,,	-,	-,,	-,,	(,,=,_,	(2)-)		
Contributions	12	491 725	1 041 725	251 156	232 728	(18 428)	(7%)	•	
Eases and Charges	12	1 301 062	1,041,723	1 058 / 31	1 100 157	(10,420)	1.20/		c
Service Charges		1,331,002	1,511,002	1,050,451	1,150,157	131,720	1270		3
Jetorost Fornings		E2 167	E2 167	20.405	20.025	0	420/		
Interest Earnings		53,167	53,167	20,405	29,025	8,620	42%		_
Other Revenue	_	269,350	269,350	112,445	98,985	(13,460)	(12%)		S
Profit on Disposal of Assets	/	1,176	1,176	0	12,524	12,524			S
Gain FV Valuation of Assets		0		0	0	0			
		7,600,980	8,270,980	6,831,097	6,934,118				
Expenditure from operating activities									
Employee Costs		(2,403,645)	(2,543,983)	(1,068,970)	(1,128,155)	(59,185)	(6%)		
Materials and Contracts		(2,541,343)	(3,401,428)	(1,204,408)	(987,166)	217,242	18%		S
Utility Charges		(346,700)	(346,700)	(149,693)	(130,856)	18,837	13%		S
Depreciation on Non-Current Assets		(4,358,601)	(4,358,601)	(1,816,035)	(1,890,414)	(74,379)	(4%)		
Interest Expenses		(222,963)	(222,963)	(75 314)	(64,480)	10 834	14%		s
		(188 8/19)	(188 8/19)	(113 192)	(114 853)	(1 661)	(1%)	-	•
Other Expenditure		(100,043)	(100,045)	(115,152)	(73 510)	(1,001)	(1/0)	÷.	c
	7	(1,037,200)	(174,400)	(30,923)	(100,002)	(10,585)	(29%)		3
Loss on Disposal of Assets	/	(10,796)	(11,189)	(10,796)	(189,003)	(178,207)	(1651%)		s
Loss FV Valuation of Assets		0	0	0	0	0			
		(11,110,185)	(11,248,112)	(4,495,333)	(4,578,436)				
Operating activities excluded from budget									
Add back Depreciation		4,358,601	4,358,601	1,816,035	1,890,414	74,379	4%		
Adjust (Profit)/Loss on Asset Disposal	7	9,620	10,013	10,796	176,479	165,683	1535%		S
Movement in Leave Reserve (Added Back)		1,334	1,334	555	271	(284)	(51%)	▼	
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0			
Movement in Employee Benefit Provisions		0	0	0	0	0			
Rounding Adjustments		0	0	0	0	0			
Movement Due to Changes in Accounting		Ŭ	Ŭ	Ũ	·	0			
Chandende		0	0	0	•				
Statiuarus		0	0	0	0	U			
Loss on Asset Revaluation		0	0	0	0	0			
Adjustment in Fixed Assets		0	0	0	0	0			
Amount attributable to operating activities		860,350	1,392,816	4,163,150	4,422,846				
Investing activities									
	40	2 620 255	4 4 0 2 0 2 2	4 004 454			()	_	_
Contributions	13	3,628,255	4,102,922	1,884,454	541,747	(1,342,707)	(71%)		S
Proceeds from Disposal of Assets	/	40,000	65,000	40,000	454,961	414,961	1037%		S
Land Held for Resale	8	0	0	0	0	0			
Land and Buildings	8	(2,329,327)	(2,327,327)	(984,005)	(331,736)	652,269	66%		S
Plant and Equipment	8	(66,000)	(720,000)	(66,000)	(18,218)	47,782	72%		S
Furniture and Equipment	8	(26,100)	(51,700)	(26,100)	(21,565)	4,535	17%		
Infrastructure Assets - Roads	8	(1,791,127)	(2,533,127)	(971,670)	(357,421)	614,249	63%		S
Infrastructure Assets - Drainage	8	0	0	0	0	0			
Infrastructure Assets - Footpaths	8	0	0	0	0	0			
Infrastructure Assets - Public Facilities	8	0	0	0	0	0			
Infrastructure Assets - Other	8	(495,000)	(608,000)	(354 025)	(276.086)	77 939	22%		s
Amount attributable to investing activities	0	(1.039.299)	(2.072.232)	(477.346)	(8.318)	11,555	22/0		•
		(, ,	(): =,== -	, .,	(-,3)				
Financing Activities									
Proceeds from New Debentures		1,095,010	1,625,010	700,000	0	(700,000)	(100%)	•	s
Repayment of Debentures	9	(391.148)	(391.148)	(141.915)	(140.536)	1.379	1%		-
Repayment of Lease Financing	9	(19 929)	(19.929)	(8,295)	(8,239)	56	1%		
Advances to Community Groups	5	(395 010)	(395 010)	(395 010)	(0,200)	205 010	100%	-	c
Proceeds from Advances		(050,010)	(353,010)	(355,010)	0	595,010	100%		3
Froceeds from Auvalues	0	25.044	25.044	0	4 022	0	1	_	
Sen-Supporting Loan Principal	Э	25,941	25,941	4,048	4,023	(25)	(1%)		
ranster to Restricted Cash - Other		0	0	0	0	0			
Transfer from Restricted Cash - Other		0	0	0	0	0			
Transfer from Reserves	10	20,000	118,135	0	0	0			
Transfer to Reserves	10	(14,000)	(14,000)	(5,830)	(2,845)	2,985	51%		
Amount attributable to financing activities		320,864	948,999	152,998	(147,597)		_		
Closing Funding Surplus (Deficit)	1	(26,099)	(2,813)	3,566,406	3,994,536				

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

Refer to Note 15 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2020/21 year is \$10,000 and 10%.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 NOVEMBER 2020

OPERATING ACTIVITIES NOTE 1

ADJUSTED NET CURRENT ASSETS

Adjusted Not Current Assets	Note	Last Years Closing 30/06/2020	This Time Last Year 30/11/2019	Year to Date Actual 30/11/2020
Aujusteu Net Current Assets	Hote	50,00,2020	50, 11, 2015 ¢	50, 11, 2020 ¢
Comment Access		Ş	Ş	Ş
Current Assets	-			
Cash Unrestricted	2	1,651,177	3,723,217	5,196,311
Cash Restricted - Reserves	2	1,292,763	1,316,594	1,295,608
Cash Restricted - General	2	362,875	376,298	362,875
Cash Restricted - Bonds & Deposits	2	198,687	202,500	200,769
Receivables - Rates	3	393,000	1,893,672	1,136,957
Receivables - Other	3	185,996	135,710	113,401
Contract Assets	4	0	0	0
Inventories	4	18,521	20,118	18,521
		4,103,019	7,668,110	8,324,440
Less: Current Liabilities	_	(000,405)	(224.424)	(
Payables	5	(802,165)	(204,484)	(409,253)
Contract Liabilities	11	(1,417,566)	(991,515)	(1,764,335)
Bonds & Deposits	14	(198,687)	(199,540)	(200,769)
Loan and Lease Liability	9	(361,613)	(184,372)	(212,838)
Provisions	11	(416,446)	(348,465)	(416,446)
		(3,196,477)	(1,928,376)	(3,003,641)
Less: Cash Reserves	10	(1,292,763)	(1,316,594)	(1,295,608)
Add Back: Component of Leave Liability not				
Required to be funded		123,184	122,515	123,455
Add Back: Loan and Lease Liability		361,613	184,372	212,838
Less : Loan Receivable - clubs/institutions		(8,098)	(3,968)	(4,075)
Less : Restricted Cash General	15	(362,875)	0	(362,875)
Net Current Funding Position		(272 396)	4 726 059	3 994 536
Net current i ununig rosition		(272,390)	4,720,055	3,334,330

SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting polices relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 NOVEMBER 2020

OPERATING ACTIVITIES NOTE 2 CASH AND FINANCIAL ASSETS

		Restricted	Restricted	Total		Interest	Maturity
	Unrestricted	Reserves	Muni	Amount	Institution	Rate	Date
	\$	\$	\$	\$			
Cash on Hand							
CASH ADVANCES	2,050			2,050	Cash on Hand	Nil	On Hand
At Call Deposits							
CASH AT BANK MUNI A/C	5,194,261			5,194,261	NAB	0.25%	At Call
RESERVE FUND BANK A/C		1,295,608		1,295,608	NAB	0.25%	At Call
RESTRICTED ASSETS BANK			362,875	362,875	NAB	0.25%	At Call
BONDS AND DEPOSITS HELD BANK (OLD	TRUST FUND BANK)		200,769	200,769	NAB	0.25%	At Call
Term Deposits							
Nil							
Total	5,196,311	1,295,608	563,644	7,055,562			

SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 NOVEMBER 2020

OPERATING ACTIVITIES NOTE 3 RECEIVABLES

Receivables - Rates & Rubbish	30 June 2020	30 Nov 20		
	\$	\$		
Opening Arrears Previous Years	350,992	472,740		
Levied this year	6,085,751	6,111,796		
Less Collections to date	(5,964,004)	(5,353,227)		
Equals Current Outstanding	472,740	1,231,309		
Net Rates Collectable	472,740	1,231,309		
% Collected	92.66%	81.30%		

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	20,680	68,717	67	26,779	116,243
Percentage	18%	59%	0%	23%	
Balance per Trial Balance					
Sundry Debtors					116,243
Receivables - Other					(2,843)
Total Receivables General	113,401				
Amounts shown above incl					

KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.



Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.





OPERATING ACTIVITIES NOTE 4 OTHER CURRENT ASSETS

	Opening	Asset	Asset	Closing	
	Balance	Increase	Reduction	Balance	
Other Current Assets	1 Jul 2020			30 Nov 2020	
	\$	\$	\$	\$	
Other Financial Assets at Amortised Cost					
Financial assets at amortised cost - self supporting loans	20,638	0	(4,023)	16,615	
Inventory					
Fuel, Visitor and Rec Centres stock on hand	18,521	0	0	18,521	
Accrued income and prepayments					
Accrued income and prepayments	15,302	0	(15,302)	0	
Contract assets					
Contract assets	0	0	0	0	
Total Other Current assets				35,136	
Amounts shown above include GST (where applicable)					

KEY INFORMATION

Other financial assets at amortised cost

The Shire classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and

- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Inventory

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land held for resale

Land held for development and resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Borrowing costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed onto the buyer at this point.

Land held for resale is classified as current except where it is held as non-current based on the Council's intentions to release for sale.

CONTRACT ASSETS

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

OPERATING ACTIVITIES NOTE 5 Payables

Payables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Payables (Sundry Creditors) - General	29,012	111,609	24,304	0	164,925
Percentage	17.6%	67.7%	14.7%	0%	
Balance per Trial Balance					
Sundry creditors - General					164,925
Other creditors					252,385
ATO liabilities					36,520
Financial liabilities (Developer Contributions)					140,508
Other accruals/payables					0
Total Payables General Outstanding					594,338
Amounts shown above include GST (where applicable)					

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 NOVEMBER 2020

OPERATING ACTIVITIES

NOTE 6 RATE REVENUE

					Budg	et			YTD Ad	cutal	
		Number of	Rateable	Rate	Interim	Back	Total	Rate	Interim	Back	Total
RATE TYPE	Rate in	Properties	Value	Revenue	Rate	Rate	Revenue	Revenue	Rates	Rates	Revenue
	\$			\$	\$	\$	\$	\$	\$	\$	\$
Differential General Rate											
GRV - Residential	0.111808	1,334	17,151,409	1,917,663	5,000	5,000	1,927,663	1,917,662.88	1,561	0	1,919,224
GRV - Commercial	0.111808	121	4,037,910	451,470	0	0	451,470	443,329.86	0	(2,327)	441,003
GRV - Undeveloped	0.111808	20	311,776	34,859	0	0	34,859	34,859.02	0	0	34,859
GRV - Residential - R50 Develope	0.111808	75	1,286,620	143,854	0	0	143,854	143,854.51	0	0	143,855
GRV - Residential - R50 Undevelc	0.111808	12	166,050	18,566	0	0	18,566	18,565.74	0	0	18,566
UV - Policy Area A	0.014193	5	3,160,000	44,850	0	0	44,850	44,849.88	0	0	44,850
UV - Policy Area B	0.014193	13	4,451,902	63,186	0	0	63,186	63,185.84	(412)	(866)	61,908
UV - Policy Area C	0.014193	132	74,477,529	1,057,060	0	0	1,057,060	1,057,002.80	1,105	0	1,058,108
UV - Policy Area D	0.014193	109	14,172,852	201,155	0	0	201,155	201,155.30	0	0	201,155
UV - Policy Area E	0.014193	40	9.917.800	140.763	0	0	140,763	140,763.34	0	0	140,763
UV - Policy Area F	0.014193	24	5.209.350	73.936	0	0	73,936	73,936.31	0	0	73,936
UV - Policy Area G	0.014193	27	3.704.751	52,582	0	0	52.582	52.581.53	0	0	52.582
UV - Mining	0.189882	28	1,480,782	281,174	0	0	281.174	282.811.59	(820)	379	282.371
UV - Mining Developed	0.189882	9	887.524	168,525	0	0	168.525	168.524.83	0	0	168.525
Sub-Totals		1,949	140.416.255	4.649.643	5.000	5.000	4.659.643	4.643.083	1.435	(2.813)	4.641.705
	Minimum	_,	, ,	.,,	-,	-,	.,,	.,,	_,	(_//	.,,
Minimum Payment	Ś										
GRV - Residential	1.021	98	760.027	100.058	0	0	100.058	100.058	0	0	100.058
GRV - Commercial	1.021	65	295,666	66,365	0	0	66.365	66.365	0	0	66.365
GRV - Undeveloped	1.021	457	1.310.417	466,597	0	0	466.597	466.597	0	0	466.597
GRV - Residential - R50 Develope	1 021	7	58 658	7 147	0	0	7,147	7.147	0	0	7.147
GRV - Residential - R50 Undevelo	1 021	14	73 830	14 294	0	0	14.294	14.294	0	0	14.294
UV - Policy Area A	1 021	4	185 500	4 084	0	0	4.084	4.084	0	0	4.084
LIV - Policy Area B	1 021	2	146 998	4 084	0	0	4 084	2 042	0	0	2 042
LIV - Policy Area C	1,021	27	1 274 271	27 567	0	0	27 567	27 567	ů 0	0	27 567
LIV - Policy Area D	1,021	11	505 108	11 221	0	0	11 231	11 231	0	0	11 231
LIV - Policy Area F	1,021	0	555,158	11,251	0	0	11,231	11,231	0	0	11,231
	1,021	11		11 221	0	0	11 221	11 221	0	0	11 221
	1,021	1	558,500	1 0 2 1	0	0	1 021	11,251	0	0	11,251
	1,021	10	00,499	1,021	0	0	1,021	10 270	0	0	10 270
	1,021	10	40,545	10,578	0	0	10,578	10,578	0	0	10,570
Sub Totala	1,021	715	E 412 100	722.057	0	0	722.057	729.004	0	0	729.004
Sub-Totals		/15	5,412,105	/32,03/	U	0	/32,03/	720,554	U	U	120,554
		2.664	145.828.364	5.381.700	5.000	5.000	5.391.700	5.372.077	1.435	(2.813)	5.370.699
Discounts		2,004	145,620,504	5,501,700	5,000	5,000	0,001,700	5,572,677	1,400	(2,010)	0,070,055
Concession							0				0
Amount from General Rates						-	5 391 700				5 370 699
Ex-Gratia Bates							2 800				0,070,000
Movement in Excess Rates							2,000 N				0
Specified Area Rates							0				0
Total Pates							5 204 500				5 370 699
i Utal nates							3,334,300				3,370,039

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 NOVEMBER 2020

OPERATING ACTIVITIES NOTE 6 RATE REVENUE

KEY INFORMATION

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 NOVEMBER 2020

OPERATING ACTIVITIES NOTE 7 **DISPOSAL OF ASSETS**

YTD Actual

%

700%

			Amended	Budget		YTD Actual			
Asset		Net Book				Net Book			
Number	Asset Description	Value	Proceeds	Profit	(Loss)	Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Land and Buildings								
2646	Land - 4 Kennedy Heights	0	0			160,000	160,000		
2598	Duplex 4A Kennedy Heights	0	0			215,310	125,000		(90,310)
2599	Duplex 4B Kennedy Heights	0	0			220,657	125,000		(95,657)
	Plant and Equipment								
634	John Deere Tractor Mower Ir420	15,796	5,000		(10,796)	0	0		
970	2010 Fuso Canter 2 Way Tip Body Ir197	25,392	25,000		(392)				
2758	Skid Steer Loader 226D	33,824	35,000	1,176.08		34,774	31,737		(3,036)
810	10 Cubic Metre Tipping Body	0	0			700	13,224	12,524	
		0	0						
		0	0						
		75,013	65,000	1,176	(11,189)	631,440	454,961	12,524	(189,003)

KEY INFORMATION



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 NOVEMBER 2020

INVESTING ACTIVITIES NOTE 8 CAPITAL ACQUISITIONS

		Amen	ded		
	Adopted				
Capital Acquisitions	Annual	YTD	Annual	YTD Actual	YTD Budget
	Budget	Budget	Budget	Total	Variance
	\$	\$	\$	\$	\$
Land Held for Resale	0	0	0	0	0
Land and Buildings	2,329,327	984,005	2,327,327	331,736	-652,269
Plant and Equipment	66,000	66,000	720,000	18,218	-47,782
Furniture and Equipment	26,100	26,100	51,700	21,565	-4,535
Infrastructure Assets - Roads	1,791,127	971,670	2,533,127	357,421	-614,249
Infrastructure Assets - Drainage	0	0	0	0	0
Infrastructure Assets - Footpaths	0	0	0	0	0
Infrastructure Assets - Public Facilities	0	0	0	0	0
Infrastructure Assets - Other	495,000	354,025	608,000	276,086	-77,939
Capital Expenditure Totals	4,707,554	2,401,800	6,240,154	1,005,026	-1,396,774
Capital acquisitions funded by:					
	\$	\$	\$	\$	\$
Capital Grants and Contributions	3,628,255	1,884,454	4,102,922	541,747	-1,342,707
Borrowings	1,095,010	700,000	1,625,010	0	-700,000
Other (Disposals & C/Fwd)	40,000	40,000	65,000	454,961	414,961
Council contribution - Cash Backed Reserves					
Various Reserves		0	118,135	0	0
Council contribution - operations		-222,654	329,087	8,318	230,972
Capital Funding Total		2,401,800	6,240,154	1,005,026	-1,396,774

SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

KEY INFORMATION



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$6.24 M	\$1.01 M	16%
Capital Grant	Annual Budget	YTD Actual	% Received
	\$4.1 M	\$.54 M	13%

Capital Expenditure Total Level of Completion Indicators 0% 20% 40% 60% 80% 100% 100% Over 100%

Percentage YTD Actual to Annual Budget Expenditure over budget highlighted in red.

% of Comp

tion 📶	Level of completion indicator, please see table at the top of this note for furt	her detail.	Deleves		Adopted	Ame	ended		
	Assets	Account Number	Sheet Category	Job Number	Annual Budget	Annual Budget	YTD Budget	Total YTD	Variance (Under)/Over
					\$	\$	\$	\$	\$
	Buildings								
	Other Health								
	Total - Other Health				0	0	0	0	0
	Housing								
1.00	AGED APPROPRIATE HOUSING - STAGE 1	2574	1311	1626	0	0	0	(19,925)	(19,925)
0.10	AGED APPROPRIATE HOUSING - STAGE 2	2574	1311	CJ18	(2,259,327)	(2,259,327)	(941,005)	(228,624)	712,381
1.00	AGED APPROPRIATE HOUSING - LIVABLE HOUSING AUSTRALIA PLAT	2574	1311	CJ31	0	0	0	(44.363)	(44.363)
	Total - Housing				(2.259.327)	(2.259.327)	(941.005)	(292.913)	648.092
	Community Amenities				(_,,	(_,,	((/	
1.94		1944	1311	CJ70	(20.000)	(20.000)	(20.000)	(38.823)	(18.823)
1.5	Total - Community Amenities	1011	1011	6370	(20,000)	(20,000)	(20,000)	(38,823)	(18,823)
	Recreation And Culture				(20,000)	(20,000)	(20,000)	(56,625)	(10,020)
0.00		2834	1211	C105	(25,000)	(23,000)	(23,000)	0	23.000
0.00		2034	1211	C1008	(25,000)	(25,000)	(23,000)	0	23,000
0.00	Total - Recreation And Culture	2834	1311	0308	(23,000)	(23,000)	(22,000)	0	23.000
0.14	Total - Necleation And Culture				(30,000)	(48,000)	(084,005)	(221 726)	652,000
0.14	i otai - Buildings				(2,329,327)	(2,327,327)	(984,005)	(331,730)	052,209
	Plant & Equipment								
	Recreation & Culture								
0.00	PARKS & GARDENS - TRACTOR MOWER - REG IR420	2844	1312	V420	(35,000)	(35,000)	(35,000)	0	35,000
0.00	NEW TRUCK - PARKS & GARDENS	2844	1312	V852	0	(85,000)	0	0	C
	Total - Recreation & Culture				(35,000)	(120,000)	(35,000)	0	35,000
	Transport								
0.99 📶	SIDE TIPPER	3534	1312	CJ52	(5,000)	(5,000)	(5,000)	(4,930)	70
0.00	PRIME-MOVER	3534	1312	V850	0	(309,000)	0	0	C
0.00	SIDE TIPPING SEMI TRAILER	3534	1312	V851	0	(260,000)	0	0	
0.95 📶	NISSAN UD PRME MOVER 540IR	3534	1312	V526	(14.000)	(14.000)	(14.000)	(13.288)	712
	Total - Transport				(19.000)	(588.000)	(19.000)	(18.218)	782
	Other Property & Services				(,,	(,,	(,,	(,,	
0.00 -	BULK FUEL STORAGE TANK & SYSTEM	5300	1312	C144	(12.000)	(12,000)	(12,000)	0	12.000
0.00	Total - Other Property & Services	5500	1012	6311	(12,000)	(12,000)	(12,000)	0	12,000
0.03	Total - Plant & Equipment				(66,000)	(720,000)	(66,000)	(18,218)	47,782
	Furniture & Equipment								
	Recreation & Culture								
0.60 📶	BASKETBALL SCOREBOARD	2824	1314	CJ81	(15,000)	(15,000)	(15,000)	(9,065)	5,935
0.00 📶	GYMNASTICS EQUIPMENT - MATS, BOARDS, BEAM ETC	2824	1314	CJ35	0	(7,000)	0	0	C
	Total - Recreation & Culture				(15,000)	(22,000)	(15,000)	(9,065)	5,935
	Other Property & Services								
0.00	IT - HARDWARE	0264	1314	CJ33	(11,100)	(29,700)	(11,100)	0	11,100
1.00 📶	IT - WEBSITE & INTRANET	0264	1314	CJ34	0	0	0	(12,500)	(12,500)
	Total - Other Property & Services				(11,100)	(29,700)	(11,100)	(12,500)	(1,400)
0.42 📶	Total - Furniture & Equipment				(26,100)	(51,700)	(26,100)	(21,565)	4,535
	Koads								
	nousing								

0.00	THE VILLAGE - FOOTPATHS, HANDRAILS, KERBS	2586	1317	CJ45	(44,700)	(44,700)	(11,175)	0	11,175
	Total - Housing				(44,700)	(44,700)	(11,175)	0	11,175
	Transport								
0.02	R2R - FANE ROAD	6644	1317	CJ75	(64,000)	(64,000)	(35,195)	(1,017)	34,178
0.01	R2R - PIGGERY LANE	6644	1317	CJ76	(129,540)	(129,540)	(71,242)	(818)	70,424
0.00	R2R - BELAURA PLACE	6644	1317	CJ77	(21,259)	(21,259)	(11,688)	0	11,688
0.00	TABLETOP ROAD - SEAL - RRG	6644	1317	CJ78	0	(262,000)	0	0	0
0.00	ALLANOOKA SPRINGS ROAD - SEAL - RRG	6644	1317	CJ79	0	(450,000)	0	0	0
0.07	MORETON TERRACE DESIGN	6664	1317	CJ22	(450,000)	(450,000)	(247,500)	(32,237)	215,263
0.68 📶	CASUARINAS ROAD - RRG	6674	1317	CJ72	(357,000)	(357,000)	(196,345)	(244,282)	(47,937)
0.04	TABLETOP ROAD - RRG	6674	1317	CJ73	(422,500)	(422,500)	(232,370)	(15,038)	217,332
0.20 📶	BURMA ROAD - RRG	6674	1317	CJ74	(251,500)	(251,500)	(138,312)	(51,450)	86,862
0.00	MILO ROAD DESIGN	6674	1317	CJ23	(38,528)	(38,528)	(21,188)	0	21,188
0.70 📶	BLENHEIM ROAD	6694	1317	CJ24	(7,100)	(7,100)	(3,905)	(4,950)	(1,045)
0.00	ALLANOOKA RD SHOULDERS - SAFETY CRITICAL WORKS	6754	1317	SC01	0	(30,000)	0	0	0
1.00 📶	DRAINAGE RENEWAL - GENERAL	6754	1317	DR01	0	0	0	(6,480)	(6,480)
0.23 📶	GENERAL FOOTPATHS	6784	1317	CJ26	(5,000)	(5,000)	(2,750)	(1,150)	1,600
Total - Transport					(1,746,427)	(2,488,427)	(960,495)	(357,421)	603,074
0.14 📶	Total - Roads				(1,791,127)	(2,533,127)	(971,670)	(357,421)	614,249

Percentage YTD Actual to Annual Budget Expenditure over budget highlighted in red.

% of Compl

etion 📶	Level of completion indicator, please see table at the top of this note for fu	rther detail.			Adopted	Ame	ended		
	Assets	Account Number	Balance Sheet Category	Job Number	Annual Budget	Annual Budget	YTD Budget	Total YTD	Variance (Under)/Over
					\$	\$	\$	\$	\$
	Infrastructure - Other								
	Community Amenities								
0.01 📶	CEMETERY REVITILISATION	2644	1318	CJ03	(130,000)	(130,000)	(63,700)	(1,384)	62,316
	Total - Community Amenities				(130,000)	(130,000)	(63,700)	(1,384)	62,316
	Recreation And Culture								
0.00	CLIFF HEAD - PAID CAMPING IMPLEMENTATION	8054	1318	CJ71	0	(15,000)	(5,000)	0	5,000
0.00	GRANNY'S BEACH - WALL	8054	1318	CJ86	0	(55,000)	(10,000)	0	10,000
0.00	SHADE SAILS - PARKS	2864	1318	1429	0	(9,000)	0	0	0
0.00	REHABILITAION FORMER FISHERMANS HALL AREA	2864	1318	C180	(55,000)	(55,000)	(6,875)	0	6,875
0.00	REPLACEMENT BBQ - FORESHORE	2864	1318	CJ84	0	(8,000)	0	0	0
1.11 📶	SKATE PARK - PUMP TRACK	2864	1318	CJ37	(220,000)	(238,000)	(220,000)	(263,194)	(43,194)
0.00	TREE PLANTING	2864	1318	CJ49	(21,000)	(21,000)	(10,500)	0	10,500
0.00	CRICKET PITCH UPGRADE	2904	1318	CJ85	0	(8,000)	0	0	0
	Total - Recreation And Culture				(296,000)	(409,000)	(252,375)	(263,194)	(10,819)
	Transport								
0.17 📶	RURAL SIGNS	6794	1318	CJ10	(69,000)	(69,000)	(37,950)	(11,507)	26,443
	Total - Transport				(69,000)	(69,000)	(37,950)	(11,507)	26,443
0.45 📶	Total - Infrastructure - Other				(495,000)	(608,000)	(354,025)	(276,086)	77,939
0.16 📶	Grand Total				(4,707,554)	(6,240,154)	(2,401,800)	(1,005,026)	1,396,774

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(a) Information on Loan Debenture Borrowings

		New				Principal			Principal			Interest & Guarantee Fee		
			Loans			Repayments			Outstanding			Repayments		
			Amended	Adopted		Amended	Adopted		Amended	Adopted		Amended	Adopted	
Particulars/Purpose	01 Jul 2020	Actual	Budget	Budget	Actual	Budget	Budget	Actual	Budget	Budget	Actual	Budget	Budget	
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Other Health														
Loan 99 - Medical Centre	1,450,000	0	0	0	29,326	58,961	58,961	1,420,674	1,391,039	1,391,039	10,475	32,786	32,786	
Other Housing														
Loan 100- Sihi CompletionMedical Centre	0	0	700,000	700,000	0	31,621	31,621	0	668,379	668,379	0	7,385	7,385	
Recreation and Culture														
Loan 93 - Recreation Centre	2,105,156	0	0	0	44,932	109,992	109,992	2,060,224	1,995,164	1,995,164	49,232	152,737	152,737	
Loan 96 - Tennis Courts Resurfacing	79,897	0	0	0	0	39,478	39,478	79,897	40,419	40,419	-52	2,311	2,311	
Transport														
Loan 98 - Plant	791,096	0	0	0	62,256	125,155	125,155	728,840	665,940	665,940	4,116	21,631	21,631	
Loan 101 - Plant	0	0	530,000	0	0	0	0	0	530,000	0	0	0	0	
	4,426,148	0	1,230,000	700,000	136,513	365,207	365,207	4,289,635	5,290,942	4,760,942	63,772	216,849	216,849	
Self supporting loans														
Recreation and Culture														
Loan 97 - Golf Club	20,638	0	0	0	4,023	8,098	8,098	16,615	12,541	12,541	94	629	629	
Loan 101 - Golf Club	0	0	40,000	40,000	0	1,807	1,807	0	38,193	38,193	0	422	422	
Loan 102 - Denison Bowling Club	0	0	355,010	355,010	0	16,037	16,037	0	338,973	338,973	0	3,745	3,745	
	20,638	0	395,010	395,010	4,023	25,941	25,941	16,615	389,707	389,707	94	4,796	4,796	
Total	4,446,787	0	1,625,010	1,095,010	140,536	391,148	391,148	4,306,251	5,680,649	5,150,649	63,865	221,646	221,646	
Current loan borrowings	341.683							201.147						
Non-current loan borrowings	4,105,103							4,105,103						
Ū	4,446,787							4,306,251						
	4,446,787							4,306,251						

All debenture repayments were financed by general purpose revenue except the Self Supporting Loan.

(b) Information on Financing

		New			Lease Financing Principal			Lease Financing Principal			Lease Financing Interest			
			Financing			Repayments			Outstanding			Repayments		
			Amended	Adopted		Amended	Adopted		Amended	Adopted		Amended	Adopted	
Particulars/Purpose	01 Jul 2020	Actual	Budget	Budget	Actual	Budget	Budget	Actual	Budget	Budget	Actual	Budget	Budget	
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Recreation and Culture														
Solar Panels (67.941%)	39,333	0	0	0	5,597	13,540	13,540	33,735	25,793	25,793	417	895	895	
Other Property and Services														
Solar Panels (32.059%)	18,560	0	0	0	2,641	6,389	6,389	15,919	12,171	12,171	197	422	422	
	57,893	0	0	0	8,239	19,929	19,929	49,654	37,964	37,964	614	1,317	1,317	
Total	57,893	0	0	0	8,239	19,929	19,929	49,654	37,964	37,964	614	1,317	1,317	
Current financing borrowings	19,930							11,691						
Non-current financing borrowings	37,963							37,963						
	57,893							49,654						

OPERATING ACTIVITIES NOTE 10 CASH BACKED RESEVES

Cash Backed Reserve

		Amended		Amended		Amended		Amended	
		Budget	Actual	Budget	Actual	Budget	Actual	Budget	
		Interest	Interest	Transfers In	Transfers In	Transfers Out	Transfers Out	Closing	Actual YTD
Reserve Name	Opening Balance	Earned	Earned	(+)	(+)	(-)	(-)	Balance	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Leave	123,184	1,334	271	0	0	0	0	124,518	123,455
Plant Replacement	108,736	1,178	239	0	0	(60,000)	0	49,914	108,975
Asset Management	584,401	6,329	1,286	0	0	0	0	590,730	585,687
Sanitation	21,161	229	47	0	0	(20,000)	0	1,390	21,207
Coastal Management	138,669	1,502	305	0	0	(38,135)	0	102,036	138,974
Tourism and Area Promotion	24,469	265	54	0	0	0	0	24,734	24,522
Recreation Centre Equipment	52,183	565	115	0	0	0	0	52,748	52,298
Port Denison Foreshore Development	239,960	2,598	528	0	0	0	0	242,558	240,488
	1,292,763	14,000	2,845	0	0	(118,135)	0	1,188,628	1,295,608

KEY INFORMATION



OPERATING ACTIVITIES NOTE 11 OTHER CURRENT LIABILITIES

2,040,273

		Opening	Liability	Liability	Closing
		Balance	Increase	Reduction	Balance
Other Current Liabilities	Note	1 Jul 2020			30 Nov 2020
		\$	\$	\$	\$
Contract Liabilities					
Unspent grants, contributions and reimbursements					
- operating	12	85,372	23,999	0	109,371
- non-operating	13	1,191,686	864,518	(541,747)	1,514,457
Total unspent grants, contributions and reimbursements		1,277,058	888,517	(541,747)	1,623,827
Provisions					
Annual leave		211,873	0	0	211,873
Long service leave		204,573	0	0	204,573
Total Provisions		416,446	0	0	416,446

Total Other Current Liabilities

Amounts shown above include GST (where applicable)

KEY INFORMATION

PROVISIONS

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

EMPLOYEE BENEFITS

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

OPERATING GRANTS AND CONTRIBUTIONS

	Unspent (Operating Grar	nt, Subsidies and	d Contributions	Operating G	Operating Grants, Subsidies and Contributions Revenue				
		Increase	Liability		Current	Adopted	Amended	Amended	YTD	
Provider	Liability	in	Reduction	Liability	Liability	Budget	Annual	YTD	Actual	
	1 Jul 2020	Liability	(As revenue)	30 Nov 2020	30 Nov 2020	Revenue	Budget	Budget	Revenue	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Operating Grants and Subsidies										
General purpose funding										
Grants Commission - Roads (WALGGC)	0	0	0	0	0	155,310	155,310	77,654	76,166	
Grants Commission - General (WALGGC)	0	0	0	0	0	103,831	103,831	51,914	48,816	
Law, order, public safety								0		
DFES Grant - Operating Bush Fire Brigade	15,583	11,999	0	27,581	27,581	47,994	47,994	11,998	0	
DFES Bushfire Risk Management Project	23,923	0	0	23,923	23,923	0	0	0	0	
Seniors Week Grant (Council on the Ageing)	0	0	0	0	0	2,000	2,000	2,000	0	
Community amenities						0	0	0	0	
Local Planning Scheme Review	22,283	0	0	22,283	22,283	0	0	0	0	
Springfield Structure Plan Grant	9,392	0	0	9,392	9,392	0	0	0	0	
Recreation and culture						0	0	0	0	
Dept Land & Development Coastal Nodes	1,500	0	0	1,500	1,500	0	0	0	0	
Coastal Management	6,600	12,000	0	18,600	18,600	0	0	0	0	
State Library - General Excellence Award Grant	5,000	0	0	5,000	5,000	0	0	0	0	
Transport						0	0	0	0	
DRFAWA - Grant - storm damage	0	0	0	0	0	0	550,000	0	0	
Direct Grant (MRWA)	0	0	0	0	0	82,590	82,590	82,590	82,590	
	84,281	23,999	0	108,280	108,280	391,725	941,725	226,156	207,571	
Operating Contributions										
Law, order, public safety										
DFES - Community Emergency Services	0	0	0	0	0	100,000	100,000	25,000	25,157	
Manager										
Dongara Pop-up Shop - Sustainable Environment Commit	1,091	0	0	1,091	1,091	0	0	0	0	
	1,091	0	0	1,091	1,091	100,000	100,000	25,000	25,157	
TOTALS	85,372	23,999	0	109.371	109.371	491,725	1,041,725	251,156	232,728	

NOTE 12

NOTE 13 NON-OPERATING GRANTS AND CONTRIBUTIONS

	Unspent No	on Operating G	rants, Subsidies	and Contributio	Non Operating	g Grants, Subsidie	es and Contributio	ns Revenue	
		Increase	Liability		Current	Adopted	Amended	Amended	YTD
	Liability	in	Reduction	Liability	Liability	Budget	Annual	YTD	Actual
Provider	1 Jul 2020	Liability	(As revenue)	30 Nov 2020	30 Nov 2020	Revenue	Budget	Budget	Revenue
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Non-Operating Grants and Subsidies									
Housing									
SIHI Ageing in Place (WA Country Health Service)	1,078,741	0	(154,138)	924,603	924,603	1,559,327	1,559,327	779,663	154,138
Recreation and culture									
Skate Park - Pump Track (Lotterywest)	0	250,000	(250,000)	0	0	250,000	250,000	0	250,000
Coastal Reserve Works	15,463	0	0	15,463	15,463	0	0	0	0
Transport									
RTR Grant - Casuarinas Rd (CJ72)	0	104,252	0	104,252	104,252	119,000	119,000	59,500	0
RTR Grant - Tabletop Rd (CJ73)	0	16,155	0	16,155	16,155	140,833	140,833	70,416	0
RTR Grant - Burma Rd (CJ74)	0	40,011	0	40,011	40,011	83,833	83,833	41,916	0
RTR Grant - Fane Rd (CJ75)	0	16,000	0	16,000	16,000	64,000	64,000	32,000	0
RTR Grant - Piggery Lane (CJ76)	0	32,385	(612)	31,773	31,773	129,540	129,540	64,770	612
RTR Grant - Bileaura Rd (CJ77)	0	5,314	0	5,314	5,314	21,259	21,259	10,628	0
RRG Grant - Moreton Terrace (CJ22)	73,204	0	(7,442)	65,762	65,762	300,000	300,000	150,000	7,442
RRG Grant - Milo Road Design (CJ23)	2,595	0	0	2,595	2,595	22,195	22,195	11,096	0
RRG Grant - Casuarinas RD (CJ72)	0	95,200	(90,245)	4,955	4,955	238,000	238,000	119,000	90,245
RRG Grant - Tabletop Rd (CJ73)	0	112,667	(6,692)	105,975	105,975	281,667	281,667	140,832	6,692
RRG Grant - Burma RD (CJ74)	0	67,067	(26,033)	41,034	41,034	167,667	167,667	83,832	26,033
RRG Grant - Tabletop Rd Seal (CJ78)	0	0	0	0	0	0	174,667	69,867	0
RRG Grant - Allanooka Spring Rd Seal (CJ79)	0	0	0	0	0	0	300,000	0	0
Roadwise Funds	6,776	0	0	6,776	6,776	0	0	0	0
Bridge Grant	14,907	0	0	14,907	14,907	0	0	0	0
LRCIP Grant - Cemetery Revaitalisation CJ03	0	65,000	(1,306)	63,694	63,694	130,000	130,000	130,000	1,306
LRCIP Grant - Rehabilitate Former Fisherman's Hall	0	25,967	0	25,967	25,967	51,934	51,934	51,934	0
LRCIP Grant - Rural Signage CJ10	0	34,500	(5,279)	29,221	29,221	69.000	69.000	69,000	5.279
	1,191,686	864,518	(541,747)	1,514,457	1,514,457	3,628,255	4,102,922	1,884,454	541,747
Total Non-operating grants, subsidies and contributions	1,191,686	864,518	(541,747)	1,514,457	1,514,457	3,628,255	4,102,922	1,884,454	541,747

NOTE 14 BONDS & DEPOSITS AND TRUST FUNDS

In previous years, bonds and deposits were held as trust monies. They are still reported in this Note but also included in Restricted Cash - Bonds and Deposits and as a current liability in the books of Council.

Trust funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Opening Closing Balance													
	Closing Balance												
Description		01 Jul 2020	Received	Paid	30 Nov 2020								
		\$	\$	\$	\$								
Restricted Cash - Bonds and De	posits												
Nomination Deposits		0.00	0.00	0.00	0.00								
DDHS Rock Esteidford Funds		0.00	0.00	0.00	0.00								
Aged Persons Units - Bonds		18,689.76	581.50	0.00	19,271.26								
Youth Advisory Council		17,014.33	0.00	0.00	17,014.33								
Kerbing Deposits		23,900.00	3,000.00	(2,000.00)	24,900.00								
Dongara Childrens Centre		0.00	0.00	0.00	0.00								
Old Mill Restoration		0.00	0.00	0.00	0.00								
Water Main Contributions		0.00	0.00	0.00	0.00								
Performance Bonds		75,832.52	0.00	0.00	75,832.52								
Key Bonds & Various		2,070.00	0.00	0.00	2,070.00								
Safer WA Committee		340.52	0.00	0.00	340.52								
Other Grant Funds		6,643.50	0.00	0.00	6,643.50								
Various Bonds		2,654.05	1,100.00	(600.00)	3,154.05								
Basketball Club Funds		0.00	0.00	0.00	0.00								
Shire Of Irwin - LEMC		4,887.30	0.00	0.00	4,887.30								
BROC Funds		0.00	0.00	0.00	0.00								
Dongara Community Festival		0.00	0.00	0.00	0.00								
Toddler Time - Rec Centre		702.97	0.00	0.00	702.97								
Contributions To Roads_P.O.S.		45,912.11	0.00	0.00	45,912.11								
Transport		0.00	0.00	0.00	0.00								
Dongara Public Cemetery		0.00	0.00	0.00	0.00								
Non Shire - Internal Activity		40.00	0.00	0.00	40.00								
Interest Earned On Trust Items		0.00	0.00	0.00	0.00								
	Sub-Total	198,687.06	4,681.50	(2,600.00)	200,768.56								
Trust Funds													
Nil	_												
	Sub-Total	0.00	0.00	0.00	0.00								
		198,687.06	4,681.50	(2,600.00)	200,768.56								

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 NOVEMBER 2020

NOTE 15 EXPLANATION OF SIGNIFICANT VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

The material variance adopted by Council for the 2020/21 year is \$10,000 and 10%.

Reporting Program	Var. \$	Var. %	Var.	Significant Var. <mark>S</mark>	Timing/ Permanent	Explanation of Variance
Revenue from operating activities	\$	%				
Law, Order and Public Safety	(16,842)	(30%)	•	S	Timing	Op Grant recived but shown as contract liability until expended
Recreation and Culture	(21,762)	(18%)	▼	S	Timing	Income running slightly behind budget
Transport	12,310	15%		S	Permanent	Disposal of tip body - not budgted for
Economic Services	69,140	121%		S	Permanent	Leases on caravan parks higher than budgeted
Other Property and Services	16,232	86%		S	Timing	Workers Compensation received sooner than budgeted.
Expenditure from operating activities						
Governance	73,649	27%		S	Timing	Audit fees budgeted for Sept - not yet paid
Health	(26,052)	(20%)	▼	S	Timing	Medical centre IT costs running higher than budgeted
Housing	(208,845)	(84%)	▼	S	Timing	Timing of expenditure - SIHI
Community Amenities	103,780	19%		S	Timing	Tiing of Cleanaway invoices
Transport	(152,870)	(10%)	•	S	Timing	Timing of road mainetenace and construction projects.
Other Property and Services	65,375	49%		S	Timing	PWO and plant recovery rates to be checked
Investing Activities						
Non-operating Grants, Subsidies and Contributions	(1,342,707)	(71%)	•	S	Timing	Road grants received but cannot be recognised until road construction jobs completed
Proceeds from Disposal of Assets	414,961	1037%		S	Permanent	Tip body disposed off via Pickles - not budgeted. Sale of 4A & 4B Kennedy Heights
Land and Buildings	652,269	66%		S	Timing	Timing of SIHI construction works - budget spread monthly - works waiting on new tender.
Plant and Equipment	47,782	72%		S	Timing	Tip body disposed off via Pickles - not budgeted
Infrastructure Assets - Roads	614,249	63%		S	Timing	Timing of construction works
Infrastructure Assets - Other	77,939	22%		S	Timing	Timing of constructions works - behind budget
Financing Actvities						
Proceeds from New Debentures	(700,000)	(100%)		S	Timing	SIHI grant not yet required
Advances to Community Groups	395,010	100%		S	Timing	Loan funds not yet required.
Reporting Nature or Type	Var. \$	Var. %	Var.	Significant Var.	Timing/ Permanent	
Devenue from an autima activities				S	T ermanent	Explanation of Variance
Fees and Charges	131,726	12%		S	Timing	Rate budget needs adjusting to show as one income amount in
Other Revenue	(13,460)	(12%)	▼	S	Timing	Workers Comp Reimbursement sooner than budgeted.
Profit on Disposal of Assets	12,524			S	Permanent	Sale of tipper body
Expenditure from operating activities						
Materials and Contracts	217,242	18%		S	Timing	Running below budget - timing of projects
Utility Charges	18,837	13%		S	Timing	Timing of budget ahead of actual invoices.
Interest Expenses	10,834	14%		S	Timing	Accrued interest as at 30 June 2020
Other Expenditure	(16,585)	(29%)	▼	S	Timing	Henry Road Bonds - collection and sending to DTF
Loss on Disposal of Assets	(178,207)	(1651%)		S	Timing	Sale of 4A & 4B Kennedy Heights

NOTE 16 BUDGET AMENDMENTS

GL Code	Job #	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
					\$	\$	\$	\$
		Budget Adoption	0	pening Surplus(Deficit)			(26,099)	(26,099)
		Permanent Changes					(104,381)	(130,480)
		October Review of Capital Works	041020	Capital Projects			(442,933)	(573,413)
		October Review of Operating Inc/Exp	041020	Opearating Expenditure			(293,350)	(866,763)
		Salaries & Wages - Restructure at review	041020	Salaries & Wages			(118,928)	(985,691)
		Increase in Rec Centre Rev. Review	041020	Operating Income		20,000		(965,691)
		Deletion of COVID proviison on rates	041020	Rate Income		962,888		(2,803)

0 982,888 (985,691)

KEY INFORMATION

ATTACHMENT: ID01

Delegated and Authorised Actions for November 2020 Development

> Attachment 1 Table of Delegated Actions for November 2020


Records of exercise of delegated powers or duties - Development (Planning)

Reference	Function	Category	Officer	Date of decision	Decision	Description	Person or classes of persons	Address
P1064	Development	CEO to	Manager	16/11/2020	Granted	Single	T Parker	75 Northshore Drive,
	Approval	Employees	Development			Dwelling		Dongara
P1066	Development	CEO to	Manager	05/11/2020	Granted	Addition	C & J Steele	15 Whelan Street, Port
	Approval	Employees	Development			(Patio)		Denison
P1067	Development	CEO to	Manager	13/11/2020	Granted	Addition	P Cupit	5 Ayelia Parkway, Port
	Approval	Employees	Development			(Patio)		Denison
P1068	Development	CEO to	Manager	05/11/2020	Granted	Addition	D Johns	128 Springfield Drive,
	Approval	Employees	Development			(Transportabl		Springfield
						e)		
P1070	Development	CEO to	Manager	03/11/2020	Granted	Outbuilding	L Reynolds	85 Melaleuca Road,
	Approval	Employees	Development			(Shed)		Bonniefield
P1071	Development	CEO to	Manager	12/11/2020	Granted	Equipment	Gamcorp	26315 Brand Highway,
	Approval	Employees	Development			Shelter	Melbourne Pty	Arrowsmith
			-			(Telecom)	Ltd	
1163-19	Subdivision	CEO to	Manager	17/11/2020	Issued	Strata	Stewart Urban	Lot 742 Fletcher Street, Port
	Clearance	Employees	Development			Subdivision –	Planning	Denison
						9 lots		

Reference	Function	Category	Officer	Date of	Decision	Description	Person or	Address
				decision			classes of	
							persons	
5485	Building	CEO to	Manager	06/11/2020	Issued	Free	C Steele	15 Whelan Street, Port
	Permit	Employees	Development			Standing		Denison
						Patio		
5494	Demolition	CEO to	Manager	02/11/2020	Issued	Demolition	Kahuna	12 Point Leander Drive,
	Permit	Employees	Development			of Dwelling	Developments	Port Denison
						and Remove	Pty Ltd	
						Remaining		
						Waste		
5495	Building	CEO to	Manager	13/11/2020	Issued	Retrospectiv	Tunbridge	19 Massingham Place,
	Permit	Employees	Development			e Approval	Construction	Bonniefield
						for Bedroom	and	
						Extension	Maintenance	
5500	Building	CEO to	Manager	23/11/2020	Issued	Swimming	J & M Brown	212 St Dominics Road,
	Permit	Employees	Development			Pool		Springfield
5501	Building	CEO to	Manager	26/11/2020	Issued	Outbuilding	Aussie Sheds	186 Fane Road, Bonniefield
	Permit	Employees	Development			(Shed)	Group	

Records of exercise of authorised powers or duties - Building

Records of exercise of authorised powers or duties - Health

Reference	Function	Category	Officer	Date of	Decision	Description	Person or	Address
				decision			classes of	
							persons	
42	Septic	CEO to	Environmenta	26/11/2020	Issued	Permit to	A Wintle	Lot 76 Illyarrie Road,
	Approval	Employees	l Health			Use – on site		Springfield
			Consultant			septic system		

ATTACHMENT: ID02

Shared Parking Arrangement – Dongara Hotel Site

Attachment 1 Market Valuation Report

Attachment 2 WALGA Draft Parking Guidelines Experience Service Confidence



Desktop Valuation Report

Portion of Specific Land Asset

Located at

12 Morton Terrace, Dongara Western Australia 6525

For Market Value & Gross Rental Value Purposes

Prepared for



2 November 2020

Regulated by RICS

Australian & International Valuation Solutions

Liability limited by a scheme approved under Professional Standards Legislation

Griffin Valuation Advisory ABN 25 928 102 878 Level 1 Suite 6, 14 Jersey Street Jolimont Western Australia 6014 PO Box 535 Wembley Western Australia 6913 T +61 8 9383 9800 Www.griffinyal.com.au



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EXECUTIVE SUMMARY

Instructions

In accordance with instructions received from Mr. Brendan Jeans, Manager Regulatory Services, *Shire of Irwin, Griffin Valuation Advisory* has valued *Portion of the Specific Land Asset* on the basis of Market Value and Gross Rental Value.

Purpose of Valuation

Griffin Valuation Advisory has prepared this Desktop Valuation Report specifically for Market Value and Gross Rental Value Purposes.

Date of Valuation

This Desktop Valuation Report is dated:

2 November 2020

Location

The Portion of Specific of Land Asset is located at:

12 Moreton Terrace, Dongara Western Australia 6525

Valuation

The valuation amounts contained in this Desktop Valuation Report are exclusive of the 10% Goods & Services Tax (GST) and are in Australian Dollars (AUD), unless expressly stated otherwise.

Subject to the overriding stipulations contained within this Desktop Valuation Report completed by *Griffin Valuation Advisory*, the *Portion of Specific Land Asset* has been valued as follows.

Market Value (Land)	\$ 750,000
Seven Hundred and Fifty Thousand Dollars.	
Gross Rental Value (Land)	\$ 37,500
Thirty-Seven Thousand Five Hundred Dollars.	

This Desktop Valuation Report has been prepared by Mr. John Harvey, Principal Consultant | Asset Valuations. John has over 33 years combined professional property, plant, equipment, & infrastructure asset valuation experience and holds the following qualifications.

- Fellow Member of the Australian Property Institute (FAPI)
- API Certified Practicing Valuer
- Licensed Property Valuer in Western Australia (No.44074)
- Fellow Member of the Royal Institution of Chartered Surveyors (FRICS)
- Chartered Machinery Valuation Surveyor (RICS)
- RICS Registered Valuer

Prepared for



Declaration & Limitations

Griffin Valuation Advisory and their employees have no pecuniary interest in the outcome of this Desktop Valuation Report prepared for the Shire of Irwin or any subsidiaries.

This advice is prepared for internal purposes on the specific instructions of the *Shire of Irwin*. This advice should not be relied upon by anyone other than the *Shire of Irwin* whether for that purpose or otherwise.

Griffin Valuation Advisory accepts no responsibility to third parties nor does it contemplate that this report will be relied upon by third parties. We invite other parties who may come into possession of this report to seek our direct written consent before relying upon or referring to this report and we reserve our rights to review the content and context in which our advice is quoted or referred to in the event that our consent is given.

To any party relying on this Desktop Valuation Report *Griffin Valuation Advisory* advise that this executive summary must be read in conjunction with the body of the report which this executive summary forms part. This Desktop Valuation Report executive summary should not be relied upon in isolation for any other purpose, other than which this report is prepared.

Coronavirus (COVID-19) Market Clause

The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia.

The real estate market is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty.

Valuations are current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically.

Whilst we are unaware of any recent sales evidence to indicate a softening in the market or capitalisation rates, the impact of the current COVID-19 Global Pandemic is being felt through recent falls in the stock market and reported tightening credit markets which are now cautioning investors and impacting on confidence. Anecdotal evidence from a number of recent sales campaigns suggests purchasers are "less motivated" and that a "wait and see" approach is prevailing in the market. These uncertainties create greater pricing/value risk, the precise impact of current market issues cannot be confirmed/measured until such time that sales occur under the prevailing conditions. The situation should be closely monitored.



QUALIFICATIONS

The valuation amounts contained in our Valuation Report are exclusive of the 10% Goods & Services Tax (GST). All valuation amounts contained in our Valuation Reports are in Australian Dollars (AUD), unless expressly stated otherwise.

In accordance with our standard practice, our valuations are solely for the use of the instructing party and to whom it is addressed. We take no responsibility for any third party that relies on the whole or any part of our valuations.

We must point out that neither the whole nor any part of our valuations, or any reference to, may be included in any documents, circular or statement without our prior approval of the form and context to which they are to appear.

Our valuations are prepared on the basis that full disclosure of all information and facts which may affect the valuation have been made to us, and we cannot accept liability or responsibility whatsoever for the valuation unless such full disclosure has been made.

No deduction has been made from our valuation in respect of any outstanding amounts owing under any finance leases or hire purchase agreements. The subject equipment has been valued as being wholly owned and free of all encumbrances.

This valuation has been prepared on the basis that full disclosure of all information and facts which may effect the valuation has been made to us. *Griffin Valuation Advisory* do not accept any liability or responsibility whatsoever for the valuation if full disclosure has not been made. Furthermore, *Griffin Valuation Advisory* do not accept responsibility for any consequential error or defect in the valuation which has resulted from any error, omission or inaccuracy in data or information supplied by the client or its officers and agents.

In reaching our opinion, *Griffin Valuation Advisory* have utilised certain historical facts and relevant market data, available up to the date of our valuation. Our instructions did not require us to consider the effect of gains or losses, which may arise as a result of the future fluctuations in the property market. *Griffin Valuation Advisory* therefore, do not except responsibility whatsoever, for losses caused by such fluctuations.

Griffin Valuation Advisory are members of the Australian Property Institute Valuers Limited (APIV) Limited Liability Scheme, which complies with "Liability limited by a scheme approved under Professional Standards Legislation".

Market Movement, "This valuation is current as at the date of valuation. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment we do not assume any responsibility or accept any liabilities where this valuation report is relied after the expiration of three months from the date of the valuation."

Our valuations takes into account the assets in its present state and condition, based on information which we have established from our own physical inspection, information supplied to us by our client, information we have researched from public records and any other information which we have been able to obtain from reasonable inquiry.

Coronavirus (COVID-19) Market Clause

The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia.

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Desktop Valuation Report Of Portion of Specific Land Asset



Whilst we are unaware of any recent sales evidence to indicate a softening in the market or capitalisation rates, the impact of the current COVID-19 Global Pandemic is being felt through recent falls in the stock market and reported tightening credit markets which are now cautioning investors and impacting on confidence. Anecdotal evidence from a number of recent sales campaigns suggests purchasers are "less motivated" and that a "wait and see" approach is prevailing in the market. These uncertainties create greater pricing/value risk, the precise impact of current market issues cannot be confirmed/measured until such time that sales occur under the prevailing conditions. The situation should be closely monitored.

FORCE MAJEURE

Neither party will be held liable for any delay or failure to perform any of its obligations where such a failure is caused by a Force Majeure Event (other than the obligation to pay money) if, as soon as reasonably possible after the beginning of the Force Majeure Event the affected party gives a notice to the other party which complies with the following:

- (i) Specifies the obligations that the party cannot perform,
- (ii) Fully specifies the nature of the Force Majeure Event,
- (iii) Estimates a time by which the Force Majeure Event may cease, and
- (iv) Specifies the measures that are to be adopted to remedy or abate the Force Majeure Event.

The party prevented from performing its obligations due to the Force Majeure Event must:

- (i) Remedy the Force Majeure Event to the extent reasonably practicable and resume performance of the obligations as soon as reasonably possible, and
- (ii) Take all reasonable action to mitigate any losses that may be suffered by the other party as a result of the failure of the first mentioned party to carry out its obligations imposed by this Contract.

Where the Force Majeure Event prevents that Contractor from performing its obligations under the Contract, the Principal may obtain the Goods or Services from another source at its own cost.

An amendment to the Delivery Date or Service Completion Date (as relevant) is the Contractor's sole remedy for any delays resulting from a Force Majeure Event. The Contractor will not be entitled to payment of any damages, costs or expenses of the Contractor relating to the Force Majeure Event.

If the Force Majeure Event proceeds for a continuous period of 30 days or for successive periods totalling more than 30 days in a 60 day period, the Principal may, at its absolute discretion, terminate the Contract. In the event of such termination the Principal will not be liable to the Contractor for any Claims, liability or damage resulting directly or indirectly from the termination.

Neither the whole nor any part of this valuation nor any reference thereto may be included in any documents, circular or statement without our approval of the form and context in which it will appear.



Griffin Valuation Advisory Date: 10 November 2020 (Date of signing of report) Ref: 157-20A



INSTRUCTIONS

In accordance with instructions received from Mr. Brendan Jeans, Manager Regulatory Services, *Shire of Irwin; Griffin Valuation Advisory* has valued *Portion of the Specific Land Asset* on the basis of Market Value and Gross Rental Value.

PURPOSE OF VALUATION

Griffin Valuation Advisory has prepared this Desktop Valuation Report specifically for Market Value and Gross Rental Value Purposes.

DATE OF VALUATION

This Desktop Valuation Report is dated 2 November 2020.

LAND AND LOCALITY

Location

The Portion of Specific of Land Asset is located at:

12 Moreton Terrace, Dongara Western Australia 6525

Land:

The whole of the subject Land holding has the following dimensions:

A Northern boundary of 164.31 to Moreton Terrace, Eastern boundary of 67.19 metres, Southern boundary to Hunts Road of 180.47 metres and a Western boundary of 113.56 metres. That equates to a total land area of 1.5226 ha (15,226m2) as per the Certificate of Title.

Locality:

Dongara is located approximately 350 Kilometres North-Northwest of the Perth via the Brand Highway within the *Shire of Irwin*. The *Shire of Irwin* economy is a mixture of agriculture, tourism, fishing industry, mining, oil, and gas.

Site Identification:

Griffin Valuation Advisory has not sighted a survey plan however based upon information provided by the client that we have correctly identified the subject property.



Desktop Valuation Report Of Portion of Specific Land Asset



Source Shire of Irwin

The Specific Portion of Land to be valued approximately 3.000m2 is an irregular shaped portion outlined in blue.

Services and Amenities:

We are advised that the Lot is serviced by all services.

LEGAL DESCRIPTION & ENCUMBRANCES

Certificate of Title Description: The whole of the specific Land Asset is legally described as: Being Lot 23 On Diagram 42653 contained with Certificate of Title Volume 1947 Folio 200. Registered Proprietor Peermont Holdings Pty Ltd of 13 McGillivray Gardens, Winthrop Easements and Encumbrances:

None registered on Certificate of Title

Prepared for Shire of Irwin



TOWN PLANNING

The subject property is located within the local Authority Municipal boundaries of the Shire of Irwin currently zoned Special Use 24 in schedule 4 of the scheme in accordance with the Shire of Irwin Town Planning Scheme No 5, including updates AMD 18 GG 9/10/18.

The objective of the Special Use Zone (1)

- a) To provide specifically for a designated use or combination of uses which would not otherwise sit comfortably within any other zone in the Scheme.
- b) To provide for concentrated and integrated development within each Special use zone.
 - (1) Source: Shire of Irwin Local Planning Scheme No 5

BASIS OF VALUATION

Market Value

Market Value is defined as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

Gross Rental Value (2)

gross rental value" of land means the gross annual rental that the land might reasonably be expected to realize if let on a tenancy from year to year upon condition that the landlord were liable for all rates, taxes and other charges thereon and the insurance and other outgoings necessary to maintain the value of the land, provided that

(a) where the gross rental value of land cannot reasonably be determined on such basis, the gross rental value shall be the assessed value;

(b) the gross rental value of any land not used for residential purposes only shall, where the value of the improvements on the land is less than one-third of what would have been the value of the land if it were vacant land, in any event, be not less than what would be the assessed value of the land if it were vacant land;

(c) the gross rental value of any land separately valued shall, in any event, be not less than \$20; and

(d) calculation of the gross rental value of any land shall include any payment normally or usually made for or in relation to a tenancy of the kind in question but shall not include any allowance, by discounting or otherwise, for advance payment or late payment of rent that may apply.

(2) Source: Valuation of land act 1978



VALUATION METHODOLOGY

Highest and Best Use

The *Market Value* of the property has been determined on the basis of highest and best use. This method involves sourcing comparable sales evidence of similar type properties within the same or similar localities as the subject. This method takes into consideration factors such as location, zoning, land area, development potential and topography. Comparisons can be made in many forms including straight comparison, or analysis on a rate per area.

Valuation Approaches ⁽³⁾

In order to estimate the price implied by the appropriate Basis of Value, the Valuer will need to apply one or more valuation approaches. A valuation approach or method refers to generally accepted analytical methodologies that are in common use.

Market based valuations normally employ one or more of the valuation approaches by applying the economic principle of substitution, using market derived data. This principle holds that a prudent person would not pay more for a good or service than the cost of acquiring an equally satisfactory substitute good or service, in the absence of the complicating factors of time, greater risk, or inconvenience. The lowest cost of the best alternative, whether a substitute or the original, tends to establish Market Value.

Market based valuation approaches include:

Sales/Direct Comparison Approach

This comparative approach considers the sale of similar or substitute properties and related market data and establishes a value estimate by processes involving comparison. In general, a property being valued (a subject property) is compared with sales of similar properties that have been transacted in the market. Listings and offerings may also be considered.

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Whilst we are unaware of any recent sales evidence to indicate a softening in the market or capitalisation rates, the impact of the current COVID-19 Global Pandemic is being felt through recent falls in the stock market and reported tightening credit markets which are now cautioning investors and impacting on confidence. Anecdotal evidence from a number of recent sales campaigns suggests purchasers are "less motivated" and that a "wait and see" approach is prevailing in the market. These uncertainties create greater pricing/value risk, the precise impact of current market issues cannot be confirmed/measured until such time that sales occur under the prevailing conditions. The situation should be closely monitored.



Income Capitalisation Approach

This comparative approach considers income and expense data relating to the property being valued and estimates value through a capitalisation process. Capitalisation relates income (usually a net income figure) and a defined value type by converting an income amount into a value estimate. This process may consider direct relationships (known as capitalisation rates), yield or discount rates (reflecting measures of return on investment), or both. In general, the principle of substitution holds that the income stream which produces the highest return commensurate with a given level of risk leads to the most probable value figure.

Cost Approach

This comparative approach considers the possibility that, as an alternative to the purchase of a given property, one could acquire a modern equivalent asset that would provide equal utility. In a real estate context, this would involve the cost of acquiring equivalent land and constructing an equivalent new structure. Unless undue time, inconvenience, and risk are involved, the price that a buyer would pay for the asset being valued would not be more than the cost of the modern equivalent. Often the asset being valued will be less attractive than the cost of the modern equivalent because of age or obsolescence. A depreciation adjustment is required to the replacement cost to reflect this.

Hypothetical Development Approach

In arriving at the value of land (In Globo Value) which is suitable for subdivision a recognised methodology is the Hypothetical Development Approach. The approach was first applied in the 1942 case of Closer Settlements Ltd v. The Minister. This methodology is used to estimate from whatever comparable sales of land in subdivision are available the price which would be realised by the land

when sold; then to estimate the costs involved in the subdivision and length of time that the realisation would take, making provision for payment of rates and taxis and for interest on money outstanding. The resultant land value is referred to as the In Globo land value, what someone would pay for the land once all costs associated with a hypothetical subdivision had been deducted from the gross realisation of the subject Lots.

(3) Source: Australian and New Zealand Valuation and Property Standards - Sixth Edition (2008)

Gross Rental Value Approach (4)

Where an annual rental cannot reasonably be determined, the GRV becomes the assessed value is defined in the Valuation of Land Act 1978 as a percentage applying to the capital value of land within a particular class.

Residential land for which no Rental Value can be determined is valued on the basis of 3% of its total Capital Value from 1 July 2019. Assessed value for land designated for other uses is assessed on the basis of 5% of its total Capital Value.

(4) Source: Valuer Generals Guide to Rating and Taxing

Methodology Conclusions

In determining the current Market Value of the subject portion of land, we have applied the Sales/Direct Comparison Approach. on a Pro Rata basis. In doing so we have and made the necessary adjustments to the Sales and Evidence to reflect any specific restrictions and location allowances that we believe would be affect our determination of the Market Value of the subject Lot.

In determining the current Gross Rental value of the subject portion of land, this has been calculated on the basis of 5% of the market value of the land as currently prescribed by the Western Australian Valuer General.

Prepared for

Shire of Irwin



WA ECONOMIC OUTLOOK ⁽⁵⁾

Interest Rates Government bond yields have declined across the advanced economies since last Friday, reflecting the risk-off trade dominating global financial markets for most of the week. The decline in Australian government bond yields was particularly strong, which was a reaction to dovish comments by the RBA Governor yesterday. Apart from saying that a cut to the cash rate target to 0.10% is possible, the Governor suggested that purchases of longer-term Commonwealth bonds beyond the current yield curve control framework could also be on the table. 10-year Commonwealth bond yields reached the lowest levels since early April, while 10-year WATC yields established fresh all-time lows this week. 3-year yields declined a little and are significantly below their current target. The minutes from the October RBA Board meeting, which are due next week, might contain some further details about the RBA's plans. We expect that the RBA will cut its interest rate targets to 0.10% at the November meeting, with an announcement of longer-term government bond purchases unrelated to yield curve control also possible.

Equities

Global equities opened positively this week, but soon lost momentum as fresh restrictions in Europe in response to climbing COVID infections, along with the lack of agreement on fresh stimulus measures in the US, combined to weigh on sentiment. The Aussie equity market got off to a good start this week along with most share markets around the world, however, the major indices began to sag midweek. The market received a boost on Thursday as RBA Governor Phil Lowe gave a strong hint of further RBA policy easing in November with the ASX 200 hitting its highest level since March, though it has lost ground today. The US market burst out of the blocks this week, led by tech stocks, with the S&P 500 closing Monday at a six-week high. Those gains have since been eroded with the market falling over the last three days as US lawmakers made little progress toward agreeing on a fresh round of stimulus spending.

Commodities

Trade on the oil market was choppy this week with prices dropping early in the week as oil production in the Gulf of Mexico restarted and Norwegian oil workers ended their strike. A midweek bounce was cut short by concerns over rising COVID-19 infections in Europe and the US to leave prices down around 1% over the week. Iron ore prices eased, with the most active Singapore futures contract sliding to a near three-week low. Chinese trade data showed imports of iron ore were above 100 million tonnes for the fourth month in a row. The CRB Commodity Index climbed on the back of higher base metals and crop prices.

Domestic Economy Westpac

Melbourne Institute Consumer Sentiment (Sep)

The consumer sentiment index jumped another 11.9% in October suggesting a positive response by consumers to the Commonwealth budget. The strong rise follows an 18.0% surge in September and pushed the index to 105, indicating that optimists outnumber pessimists (breakeven is 100) for the first time since June 2019.

Building Activity (Q2)

Aussie dwelling commencements fell a seasonally adjusted 5.6% in Q2, the first quarterly decline since Q3 2019. Housing starts were down 8.0% from a year earlier. Dwellings under construction fell to the lowest level since Q4 2014. This data is quite old now and the recent stabilisation in dwelling approvals, along with the pickup in construction loans, suggests homebuilding is responding to the stimulus from record low interest rates, first homebuyer grants and construction incentives.



Labour Force (Sep)

Employment fell by a seasonally adjusted 29.5k in September, following a 129k rise in August. The decline was mainly driven by a 35.5k drop in Victoria. The unemployment rate edged up 0.1ppt to 6.9%. The underemployment rate, which is those employed people working less hours than they would like, also rose 0.1ppt to 11.4%, pushing the underutilization rate to 18.3%.

Western Australian employment increased a seasonally adjusted 2.9k in September to be just 0.3% lower than a year earlier, with the state boasting the equal lowest unemployment rate of 6.7%.

September marks the final month of Job Keeper and Jobseeker payments at the initial rates, with payments wound back in October.

Value of New Loans

The value of new home loan commitments (excluding refinancing) jumped a seasonally adjusted 12.6% in August, following an 8.8% rise in July. This was the largest increase on record (since 2002) and pushed the value of new loans to the highest level since January 2018. The rise was led by owner-occupiers with a 13.6% increase, which included an 18.4% jump in first home buyer loans. Investors recorded a third strong increase in a row with a 9.3% rise.

Number of New Loans

The number of new loan commitments jumped 10.8%, driven by a 22.9% rise in construction loans.

States

New loans to owner occupiers rose strongly across all states, with Western Australia recording a 20% increase in the value of new loans excluding refinancing. New investor loans were also up everywhere except Tasmania, with Western Australia leading the way with a 38.5% rise.

Personal and Business

Personal fixed term loans slumped for the first time in four months, recording a 12.5% seasonally adjusted fall, driven by lower demand for motor vehicle loans. Business lending for construction fell 43% in the month to its lowest level since July 2013, though this series is particularly volatile.

Comment

The housing finance numbers in recent months are a clear indication that record low interest rates and the various state and federal government programs to support homebuilding, are having a big impact. There is no clearer evidence than the sharp rise in borrowing by first homebuyers which, in unadjusted terms, accounted for 34.2% of all owner-occupier loans in August. How long this surge in new lending continues, remains to be seen, given the high degree of uncertainty going forward. We currently expect the RBA to ease policy a little further at its November meeting. However, we wonder whether this news of another strong rise in new home loans will increase the debate on the merits of further rate cuts when the Board meets on Melbourne Cup day. 9 OCTOBER 2020

(5) Source: Western Australian Treasury Corporation Housing Finance August 2020.

MARKET SALES EVIDENCE

Sales Evidence Availability

This Desktop Valuation Report is based on information and Market Evidence reasonably available to us at the date of valuation in accordance with standard valuation practice.

In some cases, the latest available sales evidence is provided verbally by real estate agents and other industry sources. It is specifically assumed that the information received by such sources in these instances is factually accurate.



Goods and Services Tax Status

In analysing sales evidence relied upon in undertaking this Desktop Valuation Report, we have attempted to ascertain whether or not the sale prices are inclusive or exclusive of the Goods and Services Tax (GST). In regard to sales evidence, the Land Titles Offices (Landgate) in Western Australia, do not currently differentiate between or record whether or not the sale price is inclusive or exclusive of the GST. Where we have not been able to verify whether or not the GST is included, then we have assumed that it is inclusive of any GST payable. Should this not be the case, we reserve the right to amend this Desktop Valuation Report.

Privacy Issues '

Due to privacy laws and or confidentiality agreements, we may not have been able to access personal details or parties involved in the transactions considered in connection with the preparation of this Desktop Valuation Report. Where this information is not available, we may not be able to confirm whether such dealings are arm's length transactions. This Desktop Valuation Report has been prepared assuming any such transactions are on an arm's length basis.

We further note that due to privacy laws and or confidentiality agreements, we may not have had access to information on recent transactions which have not yet become public knowledge. In the event that other transactions have taken place, this information may affect our opinion and we reserve the right to amend this Desktop Valuation Report.

Sales Evidence:

Listed is the sales and for Sales Evidence that we have relied on in forming our final opinion of the portion of subject properties Market Value:

1. 20 Smith Street, Dongara WA 6525



For Sale: Date: Zoning: Land Area: Description: Analysis: \$ 250,000 - \$ 300,000 November 2020 Town Centre 875m2 Vacant Land Shows \$ 285 - \$ 342/m2

Comments: Well-located corner site currently used as a car park and located a few hundred meters to the North of the subject Lot. Smaller area than subject.





Comments: Well-located irregular shaped Lot located three (3) blocks to the West of the subject property. The agent advises that there have been no offers to date. Smaller Lot comparable location.

Prepared for



4. 22 Hunts Road, Dongara Wa 6525



For Sale:\$Date:NoZoning:ToLand Area:3,Description:VaAnalysis:Sh

\$ 950,000 November 2020 Town Centre 3,813m2 Vacant Land Shows \$ 249/m2

Comments: A combination of three (3) adjoining Lots located opposite the subject property. The agent advises that there have been no offers to date. Comparable location larger Lot than subject portion.



Comments: This sale is made up of five (5) separate Lots all purchased individually for the new IGA Supermarket: 14 Smith Street \$337,000, 16 Smith Street \$ 255,000, 15 Moreton Terrace \$ 250,000, 17 Moreton Terrace \$ 450,000 and 19 Moreton Terrace \$ 450,000. A number of these properties had Improvements on them and were not officially for sale. we have discounted the sale by 30% to allow for the Improvements and adopted a derived vacant land value of \$ 1,200,000.

MARKET VALUE METHODOLOGY & CALCULATIONS

In order to determining the current Market Value of the subject portion of land being approximately 3,000m2 of the total land holding, *Griffin Valuation Advisory* has examined the available Market Evidence taking into consideration the available Sales Evidence and location of the subject property, its location.

Market Value land (Unimproved)

Based on limited Sales Evidence of comparable land area our analysis indicates a range of land values of \$ 249 to \$ 285/m2. Given the location and size of the subject portion of land, we have applied the following range of values on a pro rata basis in order to arrive at our final analysis of the current Unimproved Market Value of the subject portion of land.

•	3,000m2 @ 240/m2	\$ 720,000
•	3,000m2 @ 250/m2	\$ 750,000
•	3.000m2 @ 255/m2	\$ 765,000

Adopt \$ 750,000



Gross Rental Value

The Gross Rental Value of the subject portion of land has been assessed at 5% of the Market Value in accordance with the WA Valuation of Land Act 1978.

• \$ 750,000 @ 5% \$ 37,500

Adopt \$ 37,500

VALUATION ASSUMPTIONS

Griffin Valuation Advisory has conducted a Desktop of the subject property, based on information provided by the Shire of Irwin.

Should further information be supplied after this Desktop Valuation Report has been completed resulting in a significant variation to our original valuation, *Griffin Valuation Advisory* reserve the right to amend our valuation amounts accordingly.

Real Estate values vary from time to time in response to changing market circumstances and it should therefore be noted that this valuation is based on information available at the date of valuation. No warranty can be given as to the maintenance of this value into the future. It is therefore recommended that the valuation be reviewed periodically.

Exclusions

The following items have been excluded from this valuation.

- All Building and Improvement Assets
- ✤ Infrastructure Asset
- Bitumen car park surface

GOODS AND SERVICES TAX

The Goods and Services Tax (GST) was introduced on the 1st July 2000, at which time rental payments for commercial leases are generally subject to the GST, except where deferred under transitional provisions which would expire on the 1st July 2005, at which time all commercial rental payments would be subject to the GST.

GST Liability

Liability for the GST on the purchase of property dependent upon:

- 1. Whether the vendor is registered for GST,
- 2. Whether the real property was sold as part of conducting and "enterprise",
- 3. If the sale of the real property can be classified as the sale of a "going concern", and
- 4. For residential property whether the real property has previously been sold.

Griffin Valuation Advisory recommend that clients seek further information regarding the nature of the transaction, the parties involved and confirmation from a professional qualified accountant, in relation to any potential GST liability.

GST Basis of Valuation

The valuation amounts provided within this Desktop Valuation Report are exclusive of the 10% GST and assumes that there is no GST payable on the sale of the real property.

Prepared for

Shire of Irwin



ENVIRONMENTAL

Site Contamination:

As a consequence of the Contamination Sites Act 2003, a public register is now maintained in Western Australia on land that has been classified as being either contaminated or requires remedial work. *Griffin Valuation Advisory* has searched the register and as at the date of our valuation the subject land was not classified as being contaminated or requiring remedial work.

Griffin Valuation Advisory wish to advise that we are not qualified to provide advice on the physical condition of the land; we are not aware of any environmental audits or geotechnical reports and have therefore assumed that there is no on-site contamination or defects. Should *Griffin Valuation Advisory* subsequently be advised of any contamination and/or defects we reserve the right to reassess our valuation.

Native Title: (6)

Native title is the recognition in Australian law that some Indigenous people continue to hold rights to their lands and waters, which come from their traditional laws and customs. Native title exists as a bundle of rights and interests in relation to land and waters where the following conditions are met:

- the rights and interest are possessed under the traditional laws currently acknowledged and the traditional customs currently observed by the relevant Indigenous people
- those Indigenous people have a 'connection' with the area in question by those traditional laws and customs; and
- the rights and interests are recognised by the common law of Australia.

The Australian legal system does not recognise native title rights in some areas where things have been done that extinguish native title. These areas include:

- residential freehold
- farms held in freehold
- pastoral or agricultural leases that grant exclusive possession
- residential, commercial or community purpose leases
- public works like roads, schools or hospitals

As at the date of valuation, we are unable to clearly determine if the subject property is not subject to any native title claim.

(6) Source: Native Title Tribunal (www.nntt.gov.au)



DECLARATION & LIMITATIONS

Griffin Valuation Advisory and their employees have no pecuniary interest in the outcome of this Desktop Valuation Report prepared for the Shire of Irwin or any subsidiaries.

This advice is prepared for internal purposes on the specific instructions of the *Shire of Irwin*. This advice should not be relied upon by anyone other than the *Shire of Irwin* whether for that purpose or otherwise.

Griffin Valuation Advisory accepts no responsibility to third parties nor does it contemplate that this report will be relied upon by third parties. We invite other parties who may come into possession of this report to seek our direct written consent before relying upon or referring to this report and we reserve our rights to review the content and context in which our advice is quoted or referred to in the event that our consent is given.

Coronavirus (COVID-19) Market Clause

The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia.

The real estate market is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty.

Valuations are current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically.

Whilst we are unaware of any recent sales evidence to indicate a softening in the market or capitalisation rates, the impact of the current COVID-19 Global Pandemic is being felt through recent falls in the stock market and reported tightening credit markets which are now cautioning investors and impacting on confidence. Anecdotal evidence from a number of recent sales campaigns suggests purchasers are "less motivated" and that a "wait and see" approach is prevailing in the market. These uncertainties create greater pricing/value risk, the precise impact of current market issues cannot be confirmed/measured until such time that sales occur under the prevailing conditions. The situation should be closely monitored.



VALUATION

The valuation amounts contained in this Desktop Valuation Report are exclusive of the 10% Goods & Services Tax (GST) and are in Australian Dollars (AUD), unless expressly stated otherwise.

Subject to the overriding stipulations contained within this Desktop Valuation Report completed by *Griffin Valuation Advisory*, the *Portion of Specific Land Asset* has been valued as follows.

Market Value (Land)

Seven Hundred and Fifty Thousand Dollars.

Gross Rental Value (Land)

Thirty-Seven Thousand Five Hundred Dollars.

This Desktop Valuation Report has been prepared by Mr. John Harvey, Principal Consultant | Asset Valuations. John has over 33 years combined professional property, plant, equipment, & infrastructure asset valuation experience and holds the following gualifications.

- Fellow Member of the Australian Property Institute (FAPI)
- API Certified Practicing Valuer
- Licensed Property Valuer in Western Australia (No.44074)
- Fellow Member of the Royal Institution of Chartered Surveyors (FRICS)
- Chartered Machinery Valuation Surveyor (RICS)
- RICS Registered Valuer

John Harvey FRICS FAPI (Val) (P&M) RICS Registered Valuer | API Certified Practising Valuer Principal Consultant | Asset Valuations

> Prepared for Shire of Irwin

\$ 750,000

\$ 37,500

Desktop Valuation Report Of Portion of Specific Land Asset



ADDENDUM A. Certificate of Title

Prepared for Shire of Irwin WESTERN



AUSTRALIA

REG	SISTER NUMBER
23	/D42635
DUPLICATE EDITION	DATE DUPLICATE ISSUED
N/A	N/A

RECORD OF CERTIFICATE OF TITLE

VOLUME FOLIO 1947 200

UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

LOT 23 ON DIAGRAM 42635

REGISTERED PROPRIETOR:

LAND DESCRIPTION:

(FIRST SCHEDULE)

PEERMONT HOLDINGS PTY LTD OF 13 MCGILLIVRAY GARDENS, WINTHROP

(T I916320) REGISTERED 14/6/2004

REGISTRAR OF TITLES

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. * Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title. Lot as described in the land description may be a lot or location.

1947-200 (23/D42635)

SHIRE OF IRWIN

601-113A

-----END OF CERTIFICATE OF TITLE------

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

12 MORETON TCE, DONGARA.

SKETCH OF LAND: PREVIOUS TITLE: PROPERTY STREET ADDRESS: LOCAL GOVERNMENT AUTHORITY:

NOTE 1:

DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING 1916321.



Town or District.	Number of Lot or Location.	Field Book,	Scale	Certificate in which Land is Vested.	Area
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Diagram 42635

Lot	Certificate of Title	Lot Status	Part Lot
23	1947/200	Registered	



LOCAL GOVERNMENT CAR PARKING GUIDELINE

FINAL DRAFT (August 2020)

Prepared by:

WALGA

In collaboration with:

Department of Transport

Local Government Car Parking Reference Group, including the Department of Planning, Lands and Heritage

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1. Introduction

1.1 Purpose

Local Governments generally set minimum parking ratios for individual land uses in their local planning schemes or local planning policies, to ensure that development provides sufficient parking for customers and staff onsite. This approach helps to internalise parking demand generated by development, reduce demand on public parking and reduce traffic congestion caused by cruising for parking.

Local Governments commonly determine these ratios by predicting peak-parking demand for individual land uses or adopting ratios from other jurisdictions or industry guidelines, meaning that an applied ratio may not reflect the needs of a particular development, the capacity of the local road network, or availability of nearby parking or non-car based transport options.

This approach to parking regulation causes a number of key issues, including:

- Underused parking bays in non-peak periods
- More traffic, air and noise pollution
- Suboptimal built form and use of land, and
- Increased development costs.

The simplicity of calculating and enforcing minimum car parking ratios using this conventional approach is likely to continue to be useful in many situations, particularly in areas where resources to conduct parking surveys are limited. However, alternative approaches exist and Local Governments in Western Australia are beginning to adopt and apply these approaches for the benefit of local communities, business customers and staff, and development proponents.

This guideline has been prepared for Local Governments seeking to trial and adopt alternative approaches. The guideline aims to help Local Government Elected Members, planners, engineers, parking inspectors, rangers and facility managers when preparing and adopting parking strategies, management plans and local planning policies.

The success of policy options provided in the guideline is highly dependent on effective parking enforcement. While enforcement is a critical element of parking management, it involves a range of separate challenges and solutions. Consequently, the guideline briefly mentions enforcement where it directly interacts with the policy options discussed but otherwise lies outside the guideline's scope.

1.2 Preparing the Guideline

Table 1 explains the actions taken to prepare this guideline.

Table 1: Activities informing the guideline	

Year	Activity	Outcome	
2017	Car Parking	Local Government officers noted that:	
	Workshop	• Minimum parking ratios are commonly applied to manage the demand for	
		parking generated by new development but may not be the best approach	
		Rationale for the ratios and their evolution is uncertain	

		• Parking ratios may be inhibiting optimal built form outcomes and other community objectives.
2018	Investigation and Report	Review of Local Government Car Parking Requirements in Western Australia (2018) - Examination by private consultant to identify the rationale used by Local Governments to set and use parking ratios. The report found that minimum ratios are poorly related to demand generated by development and may be impeding the optimal use of land and environmental, economic and social objectives.
2019	Reference Group	Made up of Local Government officers and representatives from key agencies, to help prepare the discussion paper and guideline.
2019	Discussion Paper	<i>Local Government Car Parking Discussion Paper</i> (2019) - Discusses issues related to the application of minimum ratios and alternative approaches. Released to Local Governments and stakeholders for input.
2020	Draft Guideline	Prepared for Local Governments seeking to trial and adopt alternative policy approaches.

1.3 Structure

Due to the interconnected nature of land use outcomes and transport systems, changing the way that private off-street parking supply is provided and regulated will have flow-on effects to on-street and public off-street parking, and vice versa. As a result, the guideline discusses all three inter-related components of parking: private off-street, public on-street, and public off-street.

The guideline includes eight sections:

- Section 1: Introduction
- Section 2: Parking Policy Review
- Section 3: Off-Street Private Parking
- Section 4: On-Street Parking
- Section 5: Off-Street Public Parking
- Section 6: Community Education
- Section 7: Case Studies
- Section 8: Additional Resources
- Appendices

1.4 Acknowledgements

WALGA sincerely thanks the officers and agencies who participated on the Local Government car parking reference group, along with those who provided case studies, for their important contributions and support.

We also acknowledge other local governments, state government departments, advocacy organisations and transport consultants who provided feedback on draft versions of these guidelines.

City of Bayswater	City of Canning	Town of Claremont	City of Cockburn
City of Fremantle	City of Joondalup	City of Melville	City of Perth
City of Rockingham	City of Stirling	Town of Victoria Park	City of Vincent
City of Wanneroo Department of Planning, Lands and Heritage		Department of Transport	

WALGA would like to give particular acknowledgement to Department of Transport staff who made significant contributions throughout all phases of the project. The guideline would not have been possible without these contributions.

2. Parking Policy Review

This section outlines key considerations Local Governments need to consider when reviewing parking policies.

2.1 Implications of Car Parking Policy

Many factors (both historic and current) have contributed to a culture of car dependency in Western Australia. These include an abundance of space; development of many neighbourhoods following widespread car ownership in the mid-twentieth century; high levels of public investment in road infrastructure; and, an abundant supply of off-street parking, usually costed at below-market land prices.

Cars play an important role in supporting commercial activity and providing access to employment, education and recreation; however, incentivising high levels of car use through parking provision has a number of ramifications, which include:

- Induced parking and vehicle use, which increases noise, air and water pollution, and impervious surfaces that increase urban temperatures
- Increased traffic congestion and reduced public and active transport use
- Increased construction and business operating costs, which can reduce housing affordability and business viability and deter redevelopment of older buildings, particularly on small lots
- Inactive and visually unappealing parking spaces between buildings
- Inequitable use of public space, for example, alternative uses such as parklets, bike lanes and alfresco dining allow more people to use public space
- Suboptimal use of land, limiting property tax opportunities, and
- Reduced ability of authorities to consider a development application on merit in respect to location, operating hours, staffing, shared parking and a customer's tendency to park once and walk to several services.

Additionally, the perception that car parking is free or provided at low-cost is untrue; parking provision is expensive and paid for by users and non-users. For example, the land and construction cost of providing free parking at shopping centres is recovered through commercial rents, which in turn may be passed onto consumers in the price of coffee, food, clothes and other goods and services.

Reducing car dependency and car use allows communities to use urban land currently allocated to parking in other ways, outlined in Figure X.

Figure X: Opportunity costs of parking. The costs and benefits associated with each alternative use are outlined in Appendix 2.



2.2 Components of Car Parking

There are three main components of car parking:

Off-street private parking provides exclusive use for residents, staff, customers or service vehicles and ensures that specific users are guaranteed a parking bay. Off-street private parking also helps minimise overspill into on-street parking bays and facilitates shared parking with neighbouring land uses.

On-street parking includes parking on the street in a marked or unmarked bay or within the verge (if permitted). On-street parking provides easy access to destinations, helps address overspill from off-street parking, can provide buffers for pedestrians from traffic and can help reduce vehicle speeds.

Off-street public parking is often provided in or near activity or town centres, is either at-grade (ground level) or a multi-storey facility and is shared by different users. Local Government or commercial operators can construct and operate these facilities. Off-street parking can take pressure off on-street supply, may help new development applicants meet parking requirements, and can improve land use efficiency using multi-storey facilities.

Local Governments should recognise the inter-dependencies between each parking component and the opportunities these components offer for improving parking management by influencing supply and demand.

2.3 Strategic Community Objectives and Car Parking

Local Governments can influence each car parking component to help achieve strategic community objectives. For instance, changes to parking requirements for new apartment buildings can reduce development costs and in-turn improve housing affordability. Changes to on-street parking management can help businesses improve access to customers and

improve the vibrancy, functionality and safety of town centres and public places. Changes to off-street public parking can improve the appearance and safety of streetscapes and provide parking for new development.

Choosing the right mix of parking policies can help Local Governments achieve strategic community objectives which may include:

- Reducing traffic congestion in town centres
- Improving access to customers, for local businesses
- Improving the appearance and safety of streetscapes
- Improving vibrancy, functionality and safety of town centres and public places
- Improving active transport networks and shifts to walking and cycling
- Improving access to public transport
- Improving access to affordable housing
- Ensuring an adequate supply of parking at times of peak demand, and
- Promoting a healthy and active community.

2.4 Trends Influencing Car Parking

A range of current and emerging trends influence the demand for and supply of car parking. Local Governments should be aware of these trends when considering policy options. These trends indicate that demand for parking is likely to plateau and may decrease over time, providing an opportunity for Local Governments to consider policy alternatives aimed at creating healthier and more vibrant, people friendly communities. Table 2 outlines these trends.

Trend	Potential Influence
Peak car	Declining vehicle-kilometres travelled per capita, number of driver licenses issued,
	and fuel use, indicate that car use may have peaked in many countries. Many
	theories for these trends exist, including increased urbanisation, environmental
	awareness and young people acquiring a driver's license at a later age. These
	changes are likely to reduce demand for parking and increase demand for
	alternative transport modes.
Public and	There has been a local and global resurgence in public transport investment which
active	is related to a renewed demand for mixed use, walkable urban centres. This is
transport	partly due to the capacity of rail and its ability to transport large numbers of
revival	people. Public investment in active transport modes is also growing. Shifting trips
	to non-car based transport reduces demand for parking and increases demand for
	other uses of space currently occupied by cars.
Liberalisation	In many cities in the United States and Europe, authorities are relaxing minimum
of parking	parking requirements or eliminating them, in recognitionof the substantial direct
requirements	and indirect costs associated with parking minimums.
Return to the	Most cities in Australia are increasing the number of dwellings in inner city areas.
city	Denser urban populations lead to higher levels of interaction and knowledge
	sharing, recognised as pre-requisites for growing specialised skill sectors, also
	known as knowledge economies. Denser urban populations can create a tension
	for more roads and parking, limiting other more productive land uses if improperly
	managed.

Table 2: Trends influencing parking
Development	Cashless transactions, mobile phone use, data collection and processing, and
and adoption	wireless connectivity will influence transport behaviours. These technologies have
of technology	enabled the mass rollout of on-demand transport and delivery services, and will
	help rideshare and autonomous vehicle services grow. These technology changes
	provide authorities with two areas of opportunity: (1) use of technology to optimise
	existing parking supplies; and (2) understanding travel and parking behaviour. The
	influence of technology on parking demand is discussed in Section X:
	Autonomous Vehicles, Rideshare and Car Parking.
Demographics	The proportion of Australians aged 65 years and over, currently 15% (3.8 million),
	is projected to grow steadily in the coming decades, meaning that more
	Australians will have assisted mobility needs which may increase demand for on-
	demand transport. Younger generations, who are increasingly comfortable using
	technology, will also demand these transport services reducing the need for
	parking.
Sustainability	The consideration of economy, society and the environment is becoming
	mainstream practice in policy and decision-making. These considerations are
	likely to influence the cost to provide vehicles and fuel and associated regulations.
	Transport users, providers and manufacturers will adjust the way they build, own
	and operate vehicles in response to these evolving regulations and costs,
	exemplified by the evolution of hydrogen and electric fuelled vehicles. These
	alternative fuels will influence parking practices when used in combination with
	autonomous and connected technologies.

2.5 Principles of Policymaking

When formulating and adopting public policy, Local Governments should consider how well different policy options align with well-founded policymaking principles. Table 3 outlines these principles.

Principle	Description
Fairness and	Policies should treat all landholders and residents impartially. For instance, the
Equity	provision of on-street parking for car users may disadvantage others who have an
	interest in accessing that space for cycling, walking, al fresco dining or creating
	gardens and parklets.
Effectiveness	Policies should make an effective, safe and positive impact and demonstrate a net
	community benefit. Authorities can choose from a range of indicators for measuring
	the effectiveness of parking policies including: parking space occupancy rates;
	mode share; car-use; local business revenue; commercial and retail property
	vacancies; pedestrian activity; crash rates; and parking fines.
Affordability	Policies should represent value for money both now and in the future, and use
	resources responsibly.
Adaptability	Policies need to be adaptable to change over time, to respond to changing
	consumer demands, technologies and community priorities.
Process	Policies should attempt to avoid introducing unnecessary or cumbersome controls
Efficiency	that make regulation complex.
Community	Policies should align with the shared hopes that residents have for the future of
Aspiration	their community. These aspirations can vary across neighbourhoods.

Table	3:	Principles	of	policv	makina
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2.6 Incremental Approach to Parking Policy Reform

Changes to parking policy can be politically unpopular and are likely to be more acceptable when implemented incrementally. This approach allows the community time to adjust to small changes in parking access, as opposed to introducing sudden, substantial changes. An incremental approach also allows Local Governments time to consult, trial, measure and evaluate if parking objectives are likely to be realised prior to broader rollout. Table X provides an example of a phased approach to parking policy reform.

	Common Main Street /		
Phase		Policy Options	Case Studies in
i nase	Characteristics		Guideline
1	Parking surveys indicate parking is underutilised at most times High percentage of commercial property vacancies None or low frequency public transport Public complaints are frequent	 Peak-demand minimum parking ratios for each land use Discounts Time limited on-street parking Irregular parking surveys At-grade public off-street parking Signage advises location of carparks 	Existing approach in most locations
2	Parking surveys indicate parking is in high demand at peak times Medium percentage of commercial property vacancies Low/medium frequency public transport Public complaints are less frequent	 Grouped land uses or Parking maximums or Location-based requirements Paid on-street parking Regular parking surveys Multi-storey public off-street parking Electronic signage advises location of vacant bays Elected Member involvement and public education 	City of Vincent City of Rockingham City of Stirling City of Melville City of Joondalup
3	Parking surveys indicate parking is used optimally (80-90%) at most times Low percentage of commercial property vacancies High frequency public transport Public complaints are infrequent	 Remove minimum requirements Dynamic or demand responsive pricing and automated surveys Multi-storey public off-street parking, adaptable to changes in use Mobile phone apps advise location of vacant bays Parking benefits district Regular Elected Member involvement and public education 	Town of Victoria Park

|--|

The following sections detail the policy options listed in Table 4. The list of options is comprehensive but not exhaustive and Local Governments are encouraged to undertake further research when considering these options.

Case studies from Western Australia form an important part of this guideline and illustrate how the policy options may be adapted to suit local requirements. The case studies are provided in Section 7.

3. Off-Street Private Parking

Off-street private parking provides exclusive parking for residents, staff, customers or service vehicles of a particular property, ensuring these people have a parking bay available at their chosen destination.

Most Local Governments set minimum parking ratios for individual land uses in their local planning schemes or policies, to ensure that parking demand generated by development is internalised and accommodated on private land, reducing demand for parking in public spaces.

These ratios are commonly determined by predicting peak demand for each individual land use. For example, a new shop may be required to provide one new parking bay for every 20m² of net lettable area, while a new restaurants may be required to provide one new parking bay for every four customers. Planning authorities usually adopt these ratios from other jurisdictions or industry guidelines, meaning that the ratios applied locally may not reflect the surrounding context of individual development sites or the demand generated by an individual development. This approach to parking regulation causes a number of issues, as discussed in Section 2.1.

As urban populations grow and demand for private and public space increases, this approach to parking regulation may compromise a Local Government's ability to meet environmental, economic or social objectives. This section outlines a range of options for modifying this conventional approach (Section 3.1) or shifting to an alternative approach (Section 3.2).

3.1 Modifying Conventional Approaches

3.1.1 Discounts

Discounts applied to minimum parking requirements help ensure that:

- Parking requirements reflect the surrounding context of a development site
- Minimise the creation of unnecessary parking
- Improve built form outcomes, and
- Help reduce development costs.

State Planning Policy 7.3: Residential Design Codes provides an example of discounts for parking applied to residential land uses. Under the policy, proponents of residential land uses located within: 800m of a train station; or 250m of a high frequency bus or light rail route; or within the defined boundaries of an activity centre, can propose a reduced parking requirement. This reduced parking requirement is a discount from the baseline requirement because car dependency, and therefore parking demand, is likely to be lower due to the availability of alternative transport. Similar concessions can apply to non-residential uses

Local Governments intending to use discounts should clearly outline discounts and criteria in a local planning scheme or policy. Table X provides criteria commonly applied by planning authorities.

Table X: Criteria used to apply discounts

Context	Criteria	Common
Rail	The proposed development is within 800m of a rail station.	
Bus	The proposed development is within 250m of a high frequency bus	
	route or bus station.	
Activity	The proposed development is located within the defined boundaries of	
Centre /	an Activity Centre, Town Centre or Local Centre or zone.	
Town Centre		
Cycling	The proposed development provides end-of-trip facilities for bicycle	
	users, and bicycle parking, in addition to facilities required under any	Most
	other provision.	common
Cycling	The proposed development is within X00m of a suitable cycling	Common
	network.	
Shared /	Where car parking bays are designated as part of the	
Unbundled	development application as shared parking, the car parking	
	requirements may be reduced (for the proportion of bays which	
	are designated as shared parking only) in activity centres.	
Public	The proposed development is within 400m of one or more suitable,	
Carpark	existing public car parking place(s).	
Mixed Use	The proposed development contains a mix of uses, provided that the	
	required provision of visitor bay's for each use are made available to	
	visitors at all times.	
Heritage	The building/place is listed on the [INSERT NAME OF LOCAL	
	GOVERNMENT's Heritage List, Municipal Inventory or the State	
	Register of Heritage Places (subject to the building or place being	
	conserved to the satisfaction of Council).	
On-Street	Availability of on-street car parking in the locality.	Less
Parking		common
Usage Data	The proposed development contains parking controls which monitor	
	and control use through boom-gates (or similar) and ticket issuing	
	machines.	
Car Share	Each car share vehicle offsets 5 spaces (equates to a relaxation of 4	
Vehicles	spaces).	
Ferry	The proposed development is within 400m of a ferry terminal.	
Motorcycle/	Every 2 motorcycle spaces can replace 1 car space, up to XX% of the	
scooter	minimum parking requirement.	

A number of criterion in Table X refer to high frequency public transport routes. Local Governments can use the definition outlined in *State Planning Policy 7.3: Residential Design Codes*: "A public transport route with timed stops that runs a service at least every 15 minutes during week day peak periods (7 to 9am and 5 to 7pm)". Distances should be calculated using the established footpath network.

To facilitate discounts, Local Governments can outline in a local planning policy that proponents seeking discounts need to demonstrate, when submitting a development application, how parking or travel demands generated by the development will be met. Standard clausing and requirements for including in a local planning policy are set out in Appendix 3. Local Governments should note that travel behaviour change programs can be

used to facilitate mode shift;¹ however, travel plans run with the land, are usually tailored for the original occupant and can be difficult to enforce.

3.1.2 Change of Use Exemptions for Non-Residential Uses

Proposals that seek to change the use of a property from one land use to another, such as changing a shop to a small bar, often trigger a requirement to seek development approval because to review parking demand for the new land use. Other modifications proposed by the applicant may be minor in nature, such as changes to external walls or signage, meaning that if it were not for parking requirements, the applicant may not need to seek development approval.

Local Governments have recognised that the requirement to seek development approval due to car parking can delay business openings, and where cash-in-lieu of parking is required, can add substantial costs. Local Governments and other planning authorities have introduced exemptions from development approval and waive parking shortfalls, if a proposal aligns with certain criteria outlined in a local planning scheme or policy, or in some cases, state planning regulations.

Where Local Governments are considering modifications to local planning policies to facilitate changes of use for non-residential uses, they should consider including the following criteria:

- The building is located in a designated commercial or activity centre or zone (i.e. particular areas where authorities may seek to stimulate economic activity).
- Any increase in the building's gross floor area does not reduce the number of existing onsite parking bays (i.e. where authorities seek to preserve existing onsite parking).
- The reduction does not exceed x number of car parking spaces (i.e. where authorities want to ensure fairness to all landholders, by applying a consistent cap, and minimise cumulative spillover effects).

Where Local Governments seek to preserve existing cash-in-lieu plans, potentially in locations that require resources to fund parking supply and demand management interventions, they may also wish to consider a fourth criterion:

• The building is not located within an area under the administration of an existing cashin-lieu plan.

3.1.3 Reciprocal Parking

Reciprocal parking arrangements allow non-residential uses that operate on different but nearby lots at different times to share parking bays. For example, reciprocal parking may occur between an office and a restaurant, where office workers use parking bays during the day and restaurant users use the same bays in the evening.

Local Governments should require relevant parties to submit reciprocal arrangements with development applications. Details commonly include parking capacity, usage times, and other

¹ For example see "Carrots and sticks vs carrots: Comparing approaches to workplace travel plans using disincentives for driving and incentives for active travel" in *Journal of Transport & Health* (Petrunoff, N. et al. 2015).

relevant considerations. Where businesses operate on the same lot, such as in a small complex, Local Governments would not normally require formal reciprocal arrangements.

3.1.4 Unbundling Incentives

Unbundling is an approach used to exclude some or all parking bays from the strata title of a property to accommodate residential and non-residential properties that may want fewer parking bays than the minimum parking requirement or none at all.

Under this model, property owners can purchase the exclusive right to own or rent the number of parking bays needed when purchasing property from a developer or a body corporate can manage parking bays as common property.

Prior to the mid-1990s, all car bays in multiple dwellings were commonly unbundled and managed as common property; however, the current market for bundled parking in residential development in Western Australia is strong, even on sites within walking distance to public transport and shopping centres. Planning authorities can incentivise unbundling, although there are few examples of successful implementation.²

3.2 Alternative Approaches

3.2.1 Group Land Uses and Ratios

Grouping land uses that have similar parking demand into categories helps rationalise the number of different parking ratios in planning schemes or policies. This approach simplifies the application process for proponents and planning authorities. Grouping land uses can also reduce the number of change in use applications. For instance, if the existing and proposed new use falls into the same category, the parking requirement for the new use would not change, meaning parking would no longer be a relevant planning matter requiring assessment.

Table X provides an example of grouped land use categories with similar parking requirements. Some land uses may require their own ratios, e.g. serviced apartments and hotels.

A number of Local Governments in Western Australia have implemented this option. Section 7 provides a case study explaining the City of Vincent's approach.

Group	Land Uses
1	Medical Centre, Consulting Room, Vet Centre
2	Amusement Parlour, Office
3	Child Care Premises, Club Premises, Cinema/Theatre, Family Day Care, Nightclub,
	Place of Worship, Reception Centre, Recreation-Private
4	Fast Food Outlet, Lunch Bar
5	Restaurant/cafe, Small Bar, Tavern
6	Shop, Betting Agency, Convenience Store, Restricted Premises

Table X: Example of Land Uses with Similar Parking Requirements.³

² Gold Coast City Council City Parking Plan (2015) adopted an unbundling incentives policy but recently discontinued the policy.

³ Adapted from City of Vincent Planning and Building Policy Manual, Policy No: 7.8.1: Non-Residential Develojment Parking Requirements

7	Civic Use, Fuel Depot, Industry, Bulky Goods, Showroom, Transport Depot, Motor
	Vehicle, Boat or Caravan Sales, Warehouse / Storage

3.2.2 Parking Maximums

Local Governments can set a maximum supply limit on the number of parking bays provided for an entire location or for individual land uses within a location to accommodate the local road network capacity and/or encourage the use of alternative transport modes.

The State Government encourages planning authorities to use parking maximums in activity centres⁴ and precincts.⁵ Local Governments in Western Australia have applied parking maximums for non-residential uses⁶ and for residential uses as a variation to the residential design codes.⁷

Effective on-street parking management is critical for preventing parking overspill where authorities introduce maximums. Parking maximums are most successful in locations with access to frequent public transport. Planning authorities often remove minimum parking requirements where maximums are introduced.⁸

Section 7 provides a case study explaining the City of Rockingham's approach to applying parking maximums in local activity centres.

3.2.3 Location-Based Requirements

Some Local Governments in Western Australia have shifted away from setting minimum parking requirements based on predictions of peak parking demand for individual land uses and instead, set minimum parking requirements according to a particular location's parking demand and supply.

This approach, known as location-based parking requirements, allows Local Governments to take a more nuanced approach to setting parking requirements to account for variations in parking supply and demand at different locations. The approach recognises that parking behavior cannot be prediceted by land use but is influenced by a wide range of factors that are difficult to measure and consistently determine across context. These factors include the availability of public parking, lot sizes, state of the local economy, and the types of businesses within the centre.

Location-based requirements are usually set at a flat rate per square metre of net lettable or gross floor area, e.g. 5 parking bays per 100 square metres of net lettable area, and applied to all non-residential land uses.

The City of Stirling has set location-based parking requirements for each of its neighbourhood and local centres and can adjust these requirements as supply and demand changes in each location. Section 7 provides a case study explaining the City's approach.

⁴ Parking Guidelines for Activity Centres (Department of Transport 2016)

⁵ State Planning Policy 7.2: Precinct Design (Western Australian Planning Commission 2019)

⁶ City of Vincent, City of Rockingham and City of Subiaco

⁷ City of Fremantle

⁸ For more information, see Section 3.8.

The City of Vincent has taken a slightly different approach. The City grouped land uses with similar parking demand into ten groups then set minimum and maximum parking requirements for each group according to the City's different built-form areas, considering parking supply in each area. Each group of land uses has a different minimum and maximum which changes according to built-form area.⁹

3.2.4 Removing Off-Street Parking Requirements

In some jurisdictions, authorities have removed parking minimums and allow developers and businesses to decide how many parking bays are required for their buildings to be leasable and meet the needs of their customers. In London, the removal of parking minimums reduced the amount of parking supplied by new development to 52% of the previous minimum requirement. The City retained its parking maximums.¹⁰ The New Zealand Government announced in 2020 that planning authorities must remove minimum parking requirements from all urban areas of greater than 10,000 people.¹¹ In Australia, the City of Greater Bendigo (Victoria) adopted a plan to remove parking requirements from their city centre zone, while also retaining maximums.¹²The removal of minimum requirements may seem like a dramatic shift in approach; however, change in affected areas is likely to be gradual, as homes and businesses are slowly developed or redeveloped.

Local Governments who remove off-street parking requirements to encourage mode shift away from private car use should be aware that mode-shift may be limited without access to frequent public transport or where alternative parking options are abundant.

3.3 Other Policy Options

Car Sharing – Local Governments can support car-sharing operators to help reduce parking demand by providing on-street or off-street parking bays for share cars or by encouraging the provision of share car bays in new development.¹³ Examples in New South Wales demonstrate that one car share bay can reduce individual private parking demand by five car bays.

Local Governments can charge car share operators¹⁴ but generally, these operators request the free use of parking space to achieve financial viability. Providing public space to private operators at no cost raises issues of fairness and equity and may favour some operators over others if spaces are not provided to all operators. To achieve profitability, car sharing operators require high vehicle utilisation and therefore, require high population densities.

Allocating on-street parking bays to car sharing may lead to resident and business owner complaints, due to the perception of reduced availability of parking for staff and customers. To alleviate these concerns, Local Governments can allocate off-street car sharing bays adjacent to public land or require new development to locate these bays on-site. Car share operations

⁹ City of Vincent Planning and Building Policy Manual, Policy No: 7.8.1: Non-Residential Development Parking Requirements

¹⁰ Putting a Gap on Parking Requirements (Shoup 2015)

¹¹ National Policy Statement on Urban Development 2020 (New Zealand Government 2020)

¹² *City of Greater Bendigo Council Minutes* (6 May 2020). The cities of Moreland (Victoria) and Edmonton (Canada) are also in the process of removing minimums.

¹³ City of Vincent Planning and Building Policy Manual, Policy No: 7.8.1: Non-Residential Development Parking Requirements.

¹⁴ The City of Melbourne charges \$5,400 per space in the Hoddle grid and \$3,800 per space, per year outside of the Hoddle grid.

result in less overall car use and ownership and therefore, drivers who choose not to use a car share service still benefit from the reduction in competition for road space and parking.¹⁵

Car Stackers – An emerging design response aimed at fitting more parking bays into smaller spaces. When assessing proposals that include car stackers, Local Governments should consider: the capacity of the stacker to accommodate all vehicles that need to access the development and whether or not the stacker causes obstruction;¹⁶ relevant safety standards¹⁷; the Department of Fire and Emergency Services car stacker guideline,¹⁸ and long term maintenance considerations.

¹⁵ For more information see *The Impact of Car Share Services in Australia* (Phillip Boyle & Associates 2016)

¹⁶ The City of Newcastle (NSW) includes the following provision in its local planning framework: "Stack parking, including mechanical devices, occurs only where it can be demonstrated that it will be operationally efficient and not cause unreasonable obstruction" in *Traffic, Parking and Access* (City of Newcastle, accessed online Aug 2020)

¹⁷ AS5124:2017 Safety of Machinery - Equipment for Power driven parking of motor vehicles - Safety and EMC requirements for Design, manufacturing, erection and commissioning stages.

¹⁸ GL-14: Fire Safety in Car Stacker Systems (Department of Fire and Emergency Services 2017)

4. On-Street Parking

Changes to private off-street parking management will affect demand for parking on the street and in off-street public parking facilities. This section looks at options for improving the management of on-street parking. Section 5 discusses public off-street parking facilities.

Well-designed and managed on-street parking is inexpensive to provide compared with offstreet parking and helps Local Governments to:

- provide convenient access to local businesses and residences
- reduce the number of cars cruising for parking, reducing noise and air pollution and driver frustration
- reduce vehicle speeds in main streets
- provide a barrier between pedestrians and passing traffic, and
- increase parking bay turnover and activate streets.

As Western Australia's population increases and development in urban areas intensifies, effective on-street parking management will become more critical. Local Governments in Western Australia have introduced a variety of policies to improve on-street parking management. This section discusses those policies. The section does not include time limits, given most Local Governments already apply time limits in town centre areas.

4.1 Kerb User Hierarchy

Once a Local Government has allocated space for on-street parking after considering alternative uses, discussed in Section 2.1, the first step to effective on-street parking management is to prioritise kerb use by establishing a user hierarchy in consultation with the local community.

Depending on the location, priority kerbside users may include delivery and service vehicles, ACROD parking, taxis, buses and rideshare services, short-term business customers and residential visitors. In time, the uptake of autonomous vehicles is also likely to increase demand for kerbside space to accommodate passenger drop-off and pick-up.

Generally, it is preferable to prioritise on-street parking for short-term users who wish to access local businesses, in preference to long term users such as commuters and staff, who may occupy parking bays all-day. Encouraging staff to use off-street facilities provides customers with access to the most convenient bays and can be achieved by offering staff lower cost parking passes.

More information on kerbside user hierarchies is available in Section 8.2 of Austroads' *Guide* to *Traffic Management Part 11 (Parking)*.

4.2 Time Limits

Local Governments can use time limits to accommodate prioritised kerbside users. For instance, shorter time limits encourage parking bay turnover, increasing the number of customers able to conveniently access local businesses. Time limits can also encourage shifts to other transport modes or to off-street parking bays.

Local Governments using time limits need to consider: average occupancy data; times of the day to impose limits; and, the need for clearways in peak times.¹⁹

4.3 Pricing

4.3.1 Conventional Pricing

Paid parking can be an effective way of managing on-street parking supply. Generally, Local Governments that introduce paid parking should consider:

- Allocating a zero dollar per hour charge in low demand periods, rather than free parking with no ticket, to discourage a sense of entitlement to free parking
- Pricing on-street parking higher than off-street parking to encourage short-term usae and increase parking bay turnover
- Providing access to information about vacant parking through signage and apps, and ensure the provision of adequate pay machines or phone services, to improve customer convenience²⁰
- Reinvesting revenue into streetscape improvements and alternative transport to demonstrate the benefit of paid parking to the local community and businesses
- Establishing a local parking management committee, including local businesses, to help refine the paid-parking program and educate the community about the program's benefits, and
- Trialling the impact of fees prior to permanent introduction. Trials may include public education (discussed in section X), lenient enforcement such as warnings, control areas to compare trial sites, and occupancy, customer and local business surveys.

Best practice on-street parking management suggests that authorities should aim to ensure prices are set at a rate that achieves 10-15% parking bay availability on any block at most times. Varying prices between periods of high and low demand, using Dynamic Pricing or Demand-Responsive Pricing options, discussed below, is more likely to achieve this objective than flat pricing.

Section 7 provides a case study explaining the City of Melville's approach to introducing paid on-street parking in activity centres.

4.3.2 Dynamic Pricing

Dynamic pricing is the term used to describe an approach where authorities vary parking fees and free-parking periods to accommodate parking demand changes experienced within a day or during a week. For instance, in off-peak periods, Local Governments can increase the duration of free parking periods or lower parking fees, to increase parking demand. During peak-demand periods, Local Governments can decrease the duration of free parking periods or increase parking fees, to encourage parking bay turnover. Dynamic pricing can be an effective approach for achieving 10-15% parking bay availability.

Section 7 provides a case study explaining the Town of Victoria Park's dynamic pricing trial.

¹⁹ For a recent example see *Bayswater Town Centre: Short-term Parking Management Plan* (City of Bayswater 2019).

²⁰ For example, see "Smart Parking installs parking solution for world's most sustainable shopping centre" (Parking Australia, accessed online Aug 2020)

4.3.3 Demand-Responsive Pricing

Demand-responsive pricing is an extension of dynamic pricing. Demand-responsive pricing encourages authorities to regularly review parking occupancy, e.g. monthly, and adjust the schedule of fees for the next period if occupancy for a particular area is found to be outside the objective range.

Authorities who implement demand response pricing often use digital technology to identify and communicate the real-time location of available parking bays to drivers, requiring substantial capital investment in technology and maintenance. The Gold Coast City Council²¹ and the City of San Francisco²² have implemented this option.

4.4 Parking Benefit Districts

Local Governments can establish parking benefit districts to allocate revenue from parking fees and fines to make public realm improvements, such as street cleaning, tree planting, lighting and crime prevention, within the location the fees and fines were collected.

A committee of representatives from the Local Government, local businesses and the community prioritises and oversees some or all of the expenditure. This approach can revitalise town centres and help reduce community opposition and concerns often associated with the introduction of paid parking.²³

4.5 Residential Parking Permits

Changes to parking management in main street areas will create parking overspill in nearby residential areas. In many residential areas it's common for authorities to implement a free or paid permit system, to exempt residents from having to pay higher on-street parking fees.²⁴

Permits are commonly allocated by address, as opposed to a particular resident, have an expiry date after which time an address would need to reapply, are not applicable in non-permit areas, do not guarantee parking availability, are considerate of existing on-site parking space, and are often limited to a certain number per address.

When setting the fee, Local Governments should consider the value of the public asset used, any administration and enforcement costs, and choosing an amount that discourages people from applying for unnecessary permits.²⁵

4.6 Enforcing Off-Street Parking Laws

Communities often attribute increased demand for on-street parking to residents of new and higher density housing; however, studies show that on-street parking demand is often attributable to residents of detached housing. These residents often have sufficient access to off-street parking in garages and driveways; however, these area are commonly used for storage or other uses.

²¹ "ParkInCentre Schemes (PICS)" (Gold Coast City Council, accessed online Aug 2020)

 ²² "SFpark Pilot Program" (San Francisco Municipal Transportation Agency, accessed online Aug 2020)
 ²³ For more information see "Parking Benefit Districts" (LA Metro 2020). For an Australian example see,
 "ParkInCentre Schemes (PICS)" (Gold Coast City Council 2020).

²⁴ For example, see "Precinct Parking" (Town of Claremont, accessed online Aug 2020)

²⁵ For more information see s 8.10 of *Guide to Traffic Management Part 11: Parking* (Austroads 2017)

Authorities who approve the construction of a new dwelling with a garage technically approve the use of the garage for storing motor vehicles. Where a garage is used for other purposes, landholders may be in breach of health and building approvals. In situations where garage use conflicts with the original approval and vehicles associated with the dwelling are parking off-site and causing issues, Local Governments should educate residents about the effects of misuse and that the misuse may breach an approval, prior to considering the enforcement of an approval.

5. Off-Street Public Parking

Public off-street parking facilities are provided at-grade (ground level) or as multi-storey buildings and are usually operated by a public authority or a commercial operator.²⁶ Operators may fund and reserve these facilities for the exclusive use of nearby businesses or make them available to the broader public. Proponents may include other uses such as hotels.

These facilities provide four main functions:

- Take pressure off on-street parking supply and management
- Improve streetscape amenity where appropriately located
- Improve land use efficiency through aggregation of parking at a particular site, and
- Provide an alternative for businesses unable to provide on-site parking.

These facilities can encourage car use, concentrate foot traffic in certain areas to the detriment of other areas, and often require land in high-demand locations, which could be used for other purposes.

The most significant challenges for Local Governments looking to construct multi-storey carparks are the substantial construction and maintenance costs, and the risk of redundancy caused by the uptake of rideshare services and autonomous vehicles. The remainder of this section focuses on approaches for funding public off-street facilities and designing adaptable parking structures.

Local Governments seeking guidance on parking for large shopping centres and tertiary institutions should refer to guidelines prepared by the WA Department of Transport.²⁷

5.1 Funding

Construction and maintenance costs depend on a number of factors: design fees, land and construction costs, loan servicing, maintenance costs, enforcement, opportunity costs of land use and finance, and induced traffic demand and road maintenance. Given these potentially substantial costs, Local Governments looking to construct public off-street facilities should first optimise the use of existing parking supplies and put strategies in place for reducing parking demand. Optimising existing parking supply and reduce parking demand can be achieved by implementing on-street parking policies and encouraging the use of alternative transport modes through investment and education.

Figure X: The Little National Hotel in Canberra was first proposed as a multi-storey carpark. The proponents added two hotel floors under a revised proposal.²⁸ <u>Source</u>

²⁶ Prahan Square in the City of Stonnington (Victoria) is a \$60+ million carpark that includes 10,000 square metres of multi-functional urban parkland, sitting above 500 parking bays.

²⁷ Parking Guidelines forLarge Shopping Centres (Department of Transport 2018) and Parking Guidelinesfor Tertiary Educational Institutions (Department of Transport 2017).

²⁸ More information at "Moth to a flame: Little National Hotel" (ArchitectureAU accessed Aug 2020).



Aside from general revenue, Local Governments have two main funding options: cash in lieu and hypothecation.

5.1.1 Cash-In-Lieu

Cash-in-lieu is an important approach for ensuring that development proponents help meet parking and transport needs where new development generates parking demand that cannot be met on site.

Including cash-in-lieu provisions in local planning schemes allows Local Governments to require a payment from development proponents in return for modifying the parking requirement, to compensate for parking shortfalls. Local Governments direct the received revenue to constructing off-street parking facilities or parking demand reduction measures such as active and public transport systems.

Criticism of cash-in-lieu schemes is common and usually directed at the range of different methods applied by authorities to calculate cash-in-lieu; poor accountability of funds; and, the absence of a clear strategy for how funds are to be used.

Local policies can help limit exposure to criticism by outlining calculation methods, criteria for allowing discounts and indicating how funds will be spent in the local area. Contributions from a particular area should be spent within the same locality. Fixing the cash-in-lieu amount for a particular area, with indexed increases, can provide certainty to proponents and may be efficient to administer.

Local Governments usually calculate cash-in-lieu contributions by adding the cost of land for a parking space with the additional cost of construction and multiplying the sum by the number of required parking bays. Some Local Governments also apply a community-benefit reduction

factor to reduce the contribution amount where the development or expenditure of the contribution creates a substantial community benefit.²⁹

5.1.2 Hypothecation of Revenue

Local Governments can hypothecate funds from alternative revenue streams into off-street public parking using an appropriate legislative and policy framework. For example, Local Governments may apply a special area rate to raise funds in a particular locality to provide or increase parking in that locality.

Alternatively, Local Governments can allocate revenue received from on-street parking management to fund off-street parking. Section 7 provides a case study explaining the City of Joondalup's approach to funding, designing and constructing the Reid Promenade Multi-Storey parking facility using revenue hypothecated from on-street parking charges.

The central Perth parking control area is another example, governed by the *Perth Parking Management Act 1999* (PPMA). The PPMA requires that all non-residential parking bays are licensed and a licensed fee paid to the Office of State Revenue. Fees are used to finance free bus services and to construct bus, cycle and pedestrian infrastructure.

Funds from cash-in-lieu payments are generally hypothecated to construct additional parking, or public transport and active transport infrastructure.

5.2 Adaptable Parking Structures

Local Governments who construct public off-street facilities need to consider the potential for decreases in parking demand due to the uptake of rideshare services and in time, autonomous vehicles. When designing structures to accommodate potential decreases in parking demand, Local Governments should consider using increased floor to ceiling heights and removable ramps to allow parking facilities, or portions of these facilities, to be repurposed.³⁰

Local Governments can also require new developments to provide parking space that is adaptable and easily repurposed using similar design considerations.³¹ Local Governments can also prohibit stand-alone car parks in certain zones or require that car-parking developments sleeve parking with other uses such as commercial or retail.

²⁹ City of Melville and City of Canning

³⁰ Multi-storey carparks and parking floors in commercial buildings have been repurposed to accommodate residential and other uses. "Multistorey car parkin in US transformed into designer micro-apartments" (The Guardian, accessed Aug 2020) and "Premier business address stretches former carpark" (101 Collins, accessed Aug 2020).

at 101 Collins Street full circle

³¹ The City of Melbourne's *Central Melbourne Design Guide* (2018) includes provisions that require new podium parking structures to be designed with floor heights of at least 3.5 metres, within the lower 20 metres of a building, to enable future adaptation.

6. Community Education

Public education and awareness raising is a critical element of transitioning smoothly to alternative parking management approaches. Local Governments can use websites,³² educational videos,³³ promotional brochures and events that demonstrate alternative uses of car parking,³⁴ to communicate key parking management messages.

6.1 Key Messages

a) The cost of free parking

Parking bays can be used for a number of alternative purposes. Section 2.1 outlines these alternative uses and the opportunity costs associated with each use.

b) Free parking may limit access to customers

In busy locations, free parking encourages people to stay longer, reducing bay turnover and limiting access for other potential customers. Effective on-street management, which includes time limits and paid parking, has been shown to increase parking bay turnover and in turn, increase the number of people able to use parking and access nearby shops and businesses.

c) Parking problems are good for a local centre and local businesses

Parking problems are often a sign that a main street or local centre is popular with locals and visitors, which is good for local communities and businesses. Effective parking management can help to increase parking bay turnover and reduce the time it takes to find a carpark. Paid parking can also provide revenue to help local communities invest in making an area even more attractive, such as seating, street cleaning, lighting, street trees, graffiti removal, crime prevention and hosting different events.

d) Large amounts of parking is not good for streetscapes and vibrancy

Parking can negatively affect the amenity of a place and the feasibility and sustainability of development. Large carparks increase urban air temperatures and can be unsafe for pedestrians.

e) Parking does not necessarily encourage visitation

The value of a destination lies in what it offers to visitors and is not always determined by how much parking is available.. The most popular cities in the world are those with interesting and pedestrian friendly streetscapes with multiple transport options.³⁵

³² "Parking in Fremantle" (City of Fremantle, accessed Aug 2020)

³³ "Quick Guide to Parking in Fremantle" (City of Fremantle, accsssed Aug 2020)

³⁴ "A day for turning parking spaces into pop-up parks" (The Conversation, accessed Aug 2020) and *The Park(ing) Day Manual* (Rebar 2011)

³⁵ Key messages adapted from Town Team Movement "Ten Parking Myths Busted" presentation, November 2019.

7. Case Studies

7.1 Group Land Uses - City of Vincent

a) Background

In 2017, the City of Vincent engaged parking specialists to review its parking requirements. The review was commissioned in response to parking surveys which identified that the City's existing parking requirements exceeded peak-demand requirements in its high activity precincts. Part of this review required the specialists to group the City's existing parking requirements into fewer categories, to simplify the development application process for City staff and development applicants.

b) Implementation

First, the specialists reviewed and modified the City's parking requirements according to supply and demand in different locations. The specialists then grouped land uses with similar requirements, resulting in ten different land use groupings. For instance, parking requirements are now the same for: restaurants/cafes, small bars and taverns. Similarly, the same parking requirements have been set for: child care centres, clubs, cinemas/theatres, family day cares, nightclubs, place of worship, reception centres, and private recreation and uses. Some of the metrics also had to be revised to enable land use groupings. For instance some land uses shifted from a gross lettable area metric to a per-person metric.

Amalgamating parking requirements into similar categories had the potential to create land uses with a lower than optimal parking requirement, leading to parking shortfalls. However, given that parking was generally oversupplied in high activity precincts, the risk of parking shortfalls was considered low.

c) Outcomes and Lessons

The outcome of grouped parking requirements on overall parking supply across the City is likely to be negligible; however, the intention of grouping requirements in the City's local planning policy was to help simplify the development application and assessment process for applicants and staff. Development proponents and City staff generally find the grouped requirements easier to interpret than the previous policy.

Grouping land uses can also reduce the number of change in use applications. For instance, if the existing and proposed new use falls into the same parking requirements grouping, the parking requirement for the new use would not change, meaning parking would no longer be a relevant planning matter requiring assessment.

d) Acknowledgements

Jordan Koraveshi

Dan McLuggage

e) References

Local Planning Policy

7.2 Maximum Parking Ratios and Cash-in-Lieu - City of Rockingham

a) Background

The City of Rockingham recognised there was a significant risk that developer-led parking arrangements may produce an oversupply of bays that would compromise the achievement of vibrant, people friendly urban precincts in its City Centre and Waterfront Village. The City decided that a proactive and strategic approach to providing and managing parking in these locations would help achieve the City's objectives, particularly positive built form outcomes.

Consequently, through initiation and adoption of the City's Activity Centre Plan in 1995 (reviewed in 2009), the City sought to identify the quantum of parking needed, the required split between private and public parking, and parking maximums to limit private parking provision and maximise on-site built form. Cash-in-lieu provisions allowed the City to establish a fund to expend on the construction of additional parking when utilisation triggers were reached, where minimums could not be achieved on site.

b) Implementation

Two of the City's local planning policies clearly set out the principles for parking management in these locations: (1) *Planning Policy 3.2.1 – Development Policy Plan – City Centre Sector;* and (2) *Planning Policy 3.2.5 – Development Policy Plan – Waterfront Village.* These principles include:

- i. Where possible provide public parking in preference to private parking.
- ii. Maximise the amount of on-street, short-term parking, subject to traffic and pedestrian safety and other urban design considerations.
- iii. Provide off-street public parking facilities within easy walking distance of commercial, retail, entertainment and other facilities, but limit vehicle access to carparks where such traffic would be in conflict with high levels of pedestrian movement.

In addition to these policies, in December 2017 the City adopted the "Community Plan – Rockingham Strategic Centre Public Parking" (CPS). The CPS provides a strategic approach to the management and provision of public parking within the City Centre and Waterfront Village.

Private off-street parking requirements for the City Centre and Waterfront Village our set in the City's local planning scheme, which defines parking minimums, parking maximums and mandatory cash-in-lieu provisions.

Non-residential maximum parking rates are based on the following factors: the expected ultimate yield floor space for each centre; the likelihood for reciprocal parking (such as between night-time and daytime uses); and, surveys from existing public parking areas.

Cash-in-lieu of required parking is a standard condition of development approval for new development in these centres. For commercial development, the scheme requires that not less than 60% of the minimum number of required bays is to be provided as a cash payment. This condition, combined with the parking maximums, helps achieve a built form outcome not dominated by at-grade parking.

The cash-in-lieu calculation includes the cost of constructing multi-storey (not at-grade) parking. The calculation does not include land cost, as the City holds land in both activity centres for building future multi-storey public car parks. Cash-in-lieu payments are directed to a reserve account used for the future provision of public parking on these sites. The City's scheme constrains the use of these payments for purposes other than parking provision. For example, the account cannot be used to fund demand management approaches such as alternative transport modes. The cash-in-lieu payment must be made prior to occupation of the development.

c) Measures

The City undertakes occupancy and duration of stay surveys in the City Centre and Waterfront Village. It uses the proportion of occupied parking to monitor the effectiveness of its parking management. The triggers for management action are illustrated in Figure 1.

When occupancy regularly breaches 85% of parking supply, the City will review its management actions. In the first instance, this review will consider parking controls such as modified time limits and fees or investment in public and active transport networks. The City will consider investing in additional public parking where these measures are unlikely to be effective.

The City has proactively encouraged mode shift away from private cars. The City has improved its cycle path network, including to the train station, and has improved end-of-trip facilities for staff and visitors at its premises. Parking management and improved provision of alternative transport seem to be having a positive effect on controlling parking demand.

The City has also experimented with drone surveys, which revealed that parking closest to the urban centres are often heavily used while bays further away generally have availability.

d) Outcomes

The City's approach to parking within the City Centre and Waterfront Village balances on-site private parking and public parking provision, founded on projections of city centre development. The City considers that customer and visitor parking is more likely to occur onstreet and within public parking stations rather than within development sites. Parking minimums ensure a base on-site parking supply. Parking maximums, standard cash-in-lieu conditions and active public parking management combine to avoid creating an oversupply of parking that can compromise built form. At present, this approach is achieving the supply of on-street parking and public parking areas within a well-connected transport network that includes a bus shuttle link to the Rockingham Station.

The City has evolved its parking rates and other controls over time in response to planning requirements. It has also refined its cash-in-lieu calculations, to remove ambiguity. For example, the scheme makes clear that cash-in-lieu is based on the cost to construct multistorey parking and that the Rawlinson Handbook will be the source for estimating construction costs. This approach has reduced ambiguity in cash-in-lieu calculation; however, proponents regularly attempt to negotiate and challenge these requirements, largely without success.

e) Lessons

Quality activity centre plans help justify parking policy settings. These plans provide an important framework for decision-making to achieve city centre objectives. The intended built form should be identified in an activity centre plan, along with public parking objectives. Together, these measures help decision-makers justify the range of parking rates and parking management techniques applied an activity centre.

Clearly outline the benefits of cash-in-lieu, how it is calculated and have supporting documentation for how and when it will be spent. Developers often consider cash-in-lieu an unnecessary impost. Local Governments should be aware of, and able to explain, its benefits, such as maximising lot yield. A local planning policy can support cash-in-lieu provisions in a scheme. The policy should include cash-in-lieu calculations, preferably allowing for multi-storey parking costs and using a reputable pricing source such as Rawlinson Handbook. The policy should also include details on how cash-in-lieu will be spent and triggers for expenditure, such as timeframes or occupancy rates. It may also be helpful to educate developers about cash-in-lieu using as an FAQ brochure. The City has a detailed <u>Cash in Lieu Policy</u> (for locations outside of the City Centre and Waterfront Village).

Be cautious about removing parking rates from a local planning scheme. Some Local Governments have removed parking rates from local planning schemes and included these rates in local planning policies. While this approach provides flexibility to Local Governments, the City's experience is that parking rates in local planning policies may be more difficult to defend if challenged by proponents.

Maximums can help to complement built form objectives. The City is an example of a Local Government who has been proactive in taking a "vision and validate" approach, rather than "predict and provide". The City has a vision for the built form it wants to achieve and it does not want amenity compromised by an over-supply of at-grade parking. Maximums have helped to limit the amount of space used for parking and allowed a greater portion of each lot to maximise development and attain desired built form.





f) Acknowledgements

Mike Ross Peter Ricci

g) References

<u>Community Plan Strategy - Rockingham Strategic Metropolitan Centre Public Parking</u> <u>Town Planning Scheme No. 2</u> <u>Cash in Lieu Policy.</u>

7.3 Location-Based Parking Requirements – City of Stirling

a) Background

The City of Stirling has a large number of different sized neighbourhoods and local shopping centres, resulting from post-war development patterns. The City noticed that many of these centres experienced a high level of customer activity and low commercial vacancies; however, many had low or decreasing activity levels and appeared to be struggling to attract customers.

The City identified parking as a potential barrier to small business development and reactivation in local centres. Parking in many centres seemed to be fully utilised while others seemed to have a large oversupply. In 2017, the City engaged specialised consultants to: (1) conduct parking occupancy surveys at all local and neighbourhood centres; and, (2) recommend options for resolving any identified parking issues.

The occupancy surveys indicated that setting parking requirements for individual land uses, through the City's planning framework, was likely to be causing a parking oversupply while adding significant costs to new development and constraining new business activity in many centres.

The consultants proposed location-based ratios as an alternative approach, to accommodate different factors affecting parking activity at each neighbourhood and local centre. The City ultimately grouped all neighbourhood and local centres into five tiers, based on parking demand and supply at each centre, and adopted a flat, location-based, minimum parking rate for each tier, irrespective of the centre's land use mix.

b) Implementation

Council adopted this new policy direction as an amendment to the City's parking and access local planning policy in 2019. Three years of survey data gave Council confidence in the parking rates proposed by the City's administration.

The City grouped all neighbourhood and local centres into three categories, based on each centre's current level of parking supply, as follows:

- 1. High level of supply (5.5 bays per 100m² and above);
- 2. Medium level of supply (3.5 5.4 bays per 100m²); and
- 3. Low level of supply (0 3.4 bays per 100m²).

The City then divided each category into high-utilisation and low-utilisation centres, based on peak parking utilisation rates derived from the occupation surveys. This process ultimately resulted in five different tiers of neighbourhood and local centres based on the parking supply and demand (or utilisation) at each centre.

The City applied a minimum parking ratio per 100 m² of gross floor area for each of the five tiers, ranging from two bays per 100 m² to eight bays per 100 m². These parking requirements apply to all land uses within the centre equally, effectively making a location-based parking requirement rather than a conventional land-use-based requirement. Outside of the centres, conventional parking requirements based on land use are still applied. The highest location-based requirement, eight bays per 100 m², is no higher than the parking requirement applied for the 'Shop' land use outside of these centres.

Prior to implementation, the City's strategic planning team worked with other staff, such as statutory planners, to demonstrate the benefits associated with this unconventional approach and resolve potential implementation challenges.

c) Measures

Three years of parking utilisation surveys undertaken at each centre informed the local planning policy revision. The City continues to survey parking utilisation on an annual basis, at each centre, with the intention to monitor whether or not parking conditions have changed since the City started applying the location-based requirements.

An average occupancy of 75% or more within any given centre is a trigger for reviewing the parking requirement for that centre and whether or not the centre should change tiers to a higher or lower requirement.

The City plans to modify the survey methodology in order to monitor parking behaviour, to include occupancy time and purpose of visit.

d) Outcomes

Applying a location-based parking requirement for all land uses in a centre has simplified the development assessment process for proponents and the City. Furthermore, a special provision in the policy effectively waives the requirement to provide additional parking for change of use applications that propose to increase the non-residential floor area by no more than 50%. Where parking is the only relevant planning consideration of such proposals, this provision effectively removes the requirement for these proposals to seek development approval. Consequently, the location-based parking requirements and the special provision have simplified the planning assessment process, reduced the number of applications processed, and in many cases substantially reduced development costs for small business.

The City's surveys have not identified any significant change to parking occupancy at any of the centres since the policy's adoption. Given that there has been new development in some centres, this result indicates that the parking requirements are appropriate for current conditions, which may be due to the three years of data collected to identify the parking requirements and / or the policy's recent adoption. In time, the City expects parking utilisation rates to increase in lower tier activity centres, which require lower rates of parking provision, as new development enters these centres.

e) Lessons

Investing resources in regular occupancy surveys is critical for identifying and analysing location-based parking requirements. Three years of survey data gave officers confidence in the parking rates recommended to Council for adoption. Continued annual surveys help the City assess the appropriateness of current parking requirements and provide evidence for modifying the requirements if necessary. These surveys can be completed by external consultants or in-house.

Location-based parking requirements may help reduce development costs and revitalise struggling neighbourhood centres. It is too early to state if the City's approach has encouraged activity in underperforming centres; however, it is clear that local businesses now have greater flexibility to adapt to the changing needs of communities serviced by these centres, due to simplified assessment processes and, in most cases, lower development costs.

Local Governments can use location-based parking data to design parking requirements that suit local context. Conventional minimum parking ratios, commonly determined for individual land uses by predicting peak demand or adopted from other jurisdictions, can cause parking oversupply, constrain development and lead to suboptimal built form outcomes. The approach applied by the City uses location-based parking supply and demand data to identify evidence based parking requirements, which reflect local context. This alternative policy approach has helped the City work toward achieving a balance between encouraging and supporting small business while ensuring adequate parking supply at each centre.

f) Images

[AWAITING CITY]

g) Acknowledgements

Gareth Glanville

h) References

<u>City of Stirling Local Planning Policy</u> <u>City of Stirling Local Planning Scheme</u> <u>City of Stirling Report to Council on Local and Neighbourhood Centres 2019</u> (p.69).

7.4 Paid Parking in Activity Centres - City of Melville

a) Background

The Riseley Activity Centre is a mixed use centre located in the City of Melville. In 2015, the City resolved to prepare a parking management plan for the centre. Businesses surveyed during the early stages of plan preparation expressed concern over a parking shortfall for customers and staff; however, parking surveys indicated an occupancy rate of 77% during peak times and that public parking within a short walk was underutilised.

The parking management plan also identified that 70% of centre parking was privately owned and managed, creating a patchwork of management approaches and confusion for users. Anecdotal evidence also suggested that commuters were using the centre's parking to park and ride to Perth's city centre. The plan identified that parking supply was not being used optimally and the key issue to resolve was management of existing supply.

b) Implementation

In 2016, the Council adopted the Parking Management Plan. A short-term action of the plan (within 2 years) included the introduction of paid parking in certain areas. This decision was made to deter commuter parking, increase turnover and availability of prime parking bays, and encourage active and public transport choices. Fifty percent of the income received through paid parking within the centre was to be allocated to local public realm improvements, in consultation with local businesses and landholders. Requiring that users of parking pay for some parking costs aligned with the City's parking strategy, adopted in 2014, which supported the principle of user pays.

In conjunction with the resolution to introduce paid parking, the City commenced an education program. Brochures were delivered to local businesses and residents, as well as pavement stickers, to encourage members of the community to make smarter parking choices. However, due to City staff changes and the time required to procure and install paid parking meters, the rollout of paid parking was delayed until 2019. By this time, support for paid parking garnered by community engagement in 2016 had waned. This delay had consequences for implementation.

Landowners and residents were notified that new parking arrangements would soon be introduced for City owned bays and updated educational brochures were provided to all businesses. Initially, the City introduced a free first hour period. Previously, these bays were free with two-hour time restrictions. Parking meters required license plate details to prevent users from parking once and moving bays to extend their free parking period. A three-month amnesty period was adopted, where no fines were issued for infringement.

Shortly after commencing, a selection of local businesses submitted a number of petitions. These petitions complained that the parking changes did not accommodate staff needs. Petitioning businesses requested the removal of all paid parking and other restrictions on City bays. Interestingly the City received minimal complaints from customers. Businesses reported some initial disquiet among their customers; however, customers quickly became accustomed to ticketed parking.

In response to these petitions, in February 2020 the City adopted free parking for the first three hours for all City bays. All day parking fees for City bays were also halved

c) Measures

The City's objective for City owned bays is 85% occupancy during peak parking demand. City staff conduct regular occupancy surveys. Overall occupancy in the centre is below 85%; however, centrally located parking is often at capacity while parking within a short walk is mostly under-utilised.

d) Outcomes

Anecdotal evidence suggests there has been a short-term increase in the use of public transport by local employees and reduced commuter parking in prime bays, freeing the most convenient bays for centre users. Complaints from local businesses also reduced following the introduction of first 3hr free parking. Long-term outcomes are unknown at this stage.

e) Lessons

Parking management in city centres can be challenging, particularly where there is a mix of publicly and privately owned bays. Ideally, parking should be managed consistently across a centre, regardless of parking bay ownership.

Communicate the benefits of paid parking to local businesses prior to and throughout implementation, potentially through Travelsmart officers. Benefits may include involving local businesses in decisions on how and when parking fees are used to improve public areas.

Use parking fees to make streetscape improvements as soon as possible, to demonstrate the benefits of charging for parking, e.g. improved seating and signage. Projects could be funded before parking revenue is received, to immediately demonstrate value.

The timeframe between adoption and implementation is critical. Support for parking management can diminish between the time a new approach is supported and implementation.

Identify local champions who support new approaches. These champions can help communicate benefits throughout the local business community.

Survey data that informs management needs to be comprehensive. Surveys should include a mix of peak and non-peak periods, weekends and weekdays. Business surveys should remain anonymous to other businesses, to ensure forthright responses and representation of the entire centre.



f) Acknowledgements

Jack Hobbs

g) References

Car Parking and Access LPP 2019

City of Melville Parking Strategy 2014

Riseley and Canning Bridge Activity Centres PMP 2016

Item P14/3502 – City of Melville Car Parking Strategy – 17 June 2014 Ordinary Meeting of Council.

Item P16/3688 – Adoption of Parking Management Plans for Canning Bridge and Riseley Centres – 15 March 2016 Ordinary Meeting of Council

Item CD19/8113 – Parking Management Riseley Centre – 18 June 2019 Ordinary Meeting of Council.

Item 13.2 Petition – Parking Riseley Street – 15 October 2019 Ordinary Meeting of Council

Item CD19/8121 – Temporary Suspension of Parking Fees and Charges at the Riseley Centre

Item CD20/8124 – Riseley Centre Precinct Parking – Outcome of Business Owners Workshop and Response to Petitions

7.5 Dynamic Pricing - Town of Victoria Park

a) Background

The Town of Victoria Park has a vision to be a vibrant, healthy and sustainable urban community and recognises that transport planning, and in particular parking, will be a significant factor in achieving this vision.

In 2012, the Town adopted a Parking Management Plan (PMP) which emphasises the positive influence that demand management practices, such as paid parking, can have on creating vibrant and active town centres and ensuring equitable access to on-street parking. During the plan's preparation, the Town's administration held workshops to explain the benefits of parking management practices to Elected Members. Consequently, the PMP enjoyed strong Council support. Further workshops with Elected Members helped maintain support for demand management approaches.

The PMP sets out four escalating actions for implementing parking demand management.

Level	Action	Description of Action
1	Unmanaged parking	This requires officers to respond to public complaints of illegal or unsafe parking only, but parking is otherwise unmanaged. This level of management costs the Town to provide enforcement, but equitable access to the Town's limited parking spaces is not
		managed.
2	Formalisation of parking bays	If parking data such as customer, safety and traffic flow concerns demonstrate that intervention is required, formalised parking controls are implemented. This consists of minimal management such as marked bays and identified no stopping/parking areas (signs and lines). Minimal enforcement is required with drive-by inspections by Officers.
3	Restrictions on parking by time or customer group	If parking data such as customer, safety, traffic flow and length of stay concerns demonstrate that further intervention is required, the third level of parking management, restricted parking, is implemented. These restrictions consist of time restricted and/or permit bays which require regular timed inspection and technology such as the Town's Licence Plate Recognition (LPR) vehicle.
4	User paid parking	If parking data such as parking review counts demonstrate that further intervention is required, for example if there are perceived parking shortages in the subject area, the final level of user pays parking is implemented. This is subject to Council endorsement and investment is made into user pays parking infrastructure.

Transitioning between these management actions is triggered by occupancy data, safety and traffic engineering considerations, feedback from the public and businesses, and observations from parking officers. The ultimate objective is to achieve 10% parking bay availability at all times, even in peak periods.

In 2018, occupancy data collected from several parking hotspots along Albany Highway indicated that level four management, or paid parking, was no longer consistently achieving a 10% occupancy target. This finding led to requests by Elected Members to test the effectiveness of existing controls and consider the potential of new controls. The Council resolved to conduct a trial to test the effect of a dynamic pricing model. This model would vary parking fees and free-parking periods at different times of the day to reflect changes in demand. For instance, in off-peak periods the Town would trial longer free parking periods or lower parking fees to increase demand. Conversely, during high demand periods the Town would trial reduced free parking or higher parking fees to encourage a reduction in demand.

The trials would help the Town assess the effectiveness of introducing changes to free parking periods and pricing along Albany Highway, to improve access to parking and local businesses. The trial's findings would also inform future PMP updates.

b) Implementation

In April 2019, the Town commenced a six month trial at a number of locations along Albany Highway. This is understood to be the first trial informing dynamic pricing to be undertaken by a Local Government in Western Australia.

A number of questions helped guide the trial:

- What is the influence of pricing on parking occupancy?
- What is the influence of pricing on parking turnover, i.e. length of stay?
- What is the impact of free parking periods on occupancy?
- When is peak and off-peak parking demand?

Albany Highway is a major dining precinct that experiences consistently high demand for parking at lunch and dinner times. The trials tested two factors to identify their potential effect on occupancy during these peak demand periods: shorter free parking periods (trial 1); and, higher hourly fees (trial 2). Parking Officers helped identify the hourly parking fees and specific times to trial.

The Town intentionally did not release the specific trial locations or the tested variables. This approach prevented any potential impact on normal parking behaviour and hence, ensured data integrity. The Town also identified control locations to ensure that any observed differences were not caused by external factors such as special events or school holidays.

The Town used its online channels and in-person visits to local businesses, to inform the community of the trial. During the trial period, vehicles with expired parking tickets were given a warning rather than an infringement; however, vehicles without a ticket and those that did not comply with parking related safety laws were issued an infringement, in accordance with the Town's usual practices. Following completion of the trials, the Town released the locations, variables tested, and results to the community and local businesses.

c) Measures

Data was collected using three methods:

• In-ground sensors in parking bays

- Parking user feedback (via Bang the Table software)
- Business owner feedback (via in person questionnaires)

The Town installed in-ground parking bay sensors. These sensors provided minute by minute occupancy data for each day (a 24 hour period) over the length of the trials. The regularity of the data, and the removal of human error from data collection, improved the level of confidence in the parking trial's influence on parking behaviour. The Town's Officers processed and analysed the data. Visualisation and data summaries helped explain the findings to council, businesses and the local community.

d) Outcomes

The Town found that the dynamic pricing model positively affected parking behaviour in both trial locations. The data revealed parking bay availability increased during peak periods, while use of parking bays in off-peak periods also increased, in both locations. These findings indicate that parking users in these locations are willing to adjust their behaviour in response to: (1) changes in the length of free parking periods; or, (2) changes in parking fees.

Currently any surplus collected from parking fees services a loan taken by the Town to finance the new parking infrastructure. As the loan will be paid at the end of the 2019/20 financial year it is planned that any ongoing surplus will be directed to a place improvement reserve and invested back into the same area the income was generated.

Over the course of the trials, the Town identified an overall 8% increase in the number of cars parked in the trial locations, demonstrating that the trials helped improve accessibility to the trial locations and surrounding businesses.

The Town was initially concerned that parking users may find different pricing at different times to be confusing; however, the trial showed little evidence of this. Local businesses reported that customers seemed to understand the differences in pricing and free parking periods and generally adapted quickly to dynamic pricing and free periods.

Additionally, complaints from the local community decreased and Council seemed to have a greater level of ownership over the approach and more confidence in directly addressing community complaints and questions. This higher level of ownership and confidence to address complaints is likely attributable to the administration's regular involvement of Council throughout the trial period.

Following the positive trial outcomes, Council agreed in December 2019 to apply dynamic pricing on all parking bays along Albany Highway. Broader implementation of dynamic pricing has resulted in a 13% increase in overall parking bay usage, compared with the same period in the previous year.

Due to the success of the trials and broader rollout, the Town's administration is exploring the potential to trial a floating pricing structure that responds to demand, coupled with a real-time, parking availability heat-map. Freely providing this information would allow the community to have a greater level of ownership over when they choose to access the precinct, and where to park if driving.

e) Lessons

Parking trials are critical for testing new approaches prior to broad implementation. The trials along Albany Highway allowed the Town to test an alternative policy approach and modify the approach in response to collected data prior to broader adoption. This method gave administration the confidence to make recommendations to Council before switching policy approaches. It also gave Council a greater understanding of potential outcomes, leading to greater confidence in adopting a broader rollout.

Quality data helps influence decision-making. The Town adopted a number of robust and objective data collection methods, which gave administration and Council confidence in the collected data and the trial outcomes. First, the Town selected a number of control sites and concealed their location to maintain data integrity. Second, the Town installed electronic sensors in each bay to collect occupancy data every minute over a 24 hour period to reduce the potential for human error in data collection. These methods provided a strong evidence base that helped the administration make informed recommendations to Council.

Regular involvement of Council and a broad range of staff instilled ownership and confidence in the dynamic pricing model across the organisation. Previous Elected Members supported the Town's Parking Management Plan and Movement Network Strategy; however, the Town's current Elected Members indicated they did not have a sense of ownership over the plan or strategy and the recommended actions stemming from these documents. The Town's administration presented to and involved the Elected Members and a representation of crossdepartmental staff before, during and after the trials, to explain their purpose and provide opportunities for input. The Town's Administration attributes much of the success of the trials to this engagement which sought involvement from across the organisation.

Strategic documents need to embed and reinforce parking management actions. The Town's dynamic pricing model was a progression from the four steps of parking demand management recommended within the Town's Parking Management Plan and Movement Network Strategy. These documents provided a clear strategic pathway toward parking demand management solutions, as a priority over supply-side management solutions.

Parking users are adaptable to changing conditions, such as dynamic pricing. The parking trial demonstrated that changes to pricing and free parking periods throughout the day encouraged patrons to park at off peak times while increasing parking usage. The small number of complaints received indicates that parking users adapted to the new model with minimal interruption.

f) Images

Image X shows the effect of the trial in one location. (A) represents peak period, which experienced an increase in parking availability. (B) represents the off-peak period, which experienced an increase in parking occupancy.





g) Acknowledgements

Luke Ellis, Amadeus Rainbow, Caden McCarthy

h) References

Council minutes about the parking trial Parking Trial (information on website) Parking Management Plan Integrated Movement Network Strategy Local Planning Policy 23: Parking Policy

7.6 Public Off-Street Parking - City of Joondalup

a) Background

In 2012, the City of Joondalup investigated the viability of constructing a multi-storey carpark at one of its existing at-grade carparks in the city centre. The City's strategic community and financial plans were the drivers for the investigation. These plans outlined the City's intention to meet the needs of a growing business and residential community by ensuring the city centre had an adequate supply of car parking.

Two surveys helped inform the investigation: in-person interviews with users of the existing at-grade car parks; and, drop-off-and-collect local business surveys. A high response rate of 75% of the approximately 300 invited businesses showed a strong level of interest in how parking the City would supply and manage parking. The interviews and surveys, combined with regional population forecasts, indicated strong demand for the construction of a multi-storey carpark that was accessible, safe, pays for itself, stimulates economic growth and was affordable to users.

The City's on-street paid parking program, introduced to the city centre in 2008, gave the City confidence that on-street parking was efficiently used, further justifying investment in a multistorey carpark. The accumulation of financial surpluses resulting from an effective on-street parking enforcement program placed the City in a strong financial position to progress the carpark.

b) Implementation

In 2015, the City constructed the Reid Promenade Car Park in the city centre. The carpark is the largest construction project the City has undertaken to date.

Key features of the carpark include:

- Multiple Storeys The facility has 566 parking bays over five storeys, located on a preexisting, 141 bay, at-grade carpark owned by the City. Five-storey construction meets minimum height requirements for new development in the city centre.
- Project Manager Following Council's approval of the business case, the City employed a project manager with extensive experience in designing and constructing multi-storey carparks.
- Ticketless Parking A ticketless system allows users to pay fees by entering their license plate at the pay station.
- Support Staff The City employs two parking officers to provide immediate support and improve safety for users.
- Flexible Fee Structure Fees accommodate casual and long-term users by offering hourly, daily, monthly and annual rates for nearby businesses.
- Opening Hours and Costs 6am to 8pm weekdays. Hourly parking costs started at \$1.00 and have increased by 20 cents each year to \$1.80 per hour in 2020

Original construction cost estimates were ~\$19 million or \$49,400 per bay, with a 24-year payback period. The actual construction cost was ~\$17 million or \$30,000 per bay. Surpluses derived from the collection and enforcement of paid parking within the city centre, from 2008 to 2015, provided 50% of the costs (\$8.5m), the remaining \$8.5m was financed using borrowings. The City's financial business case modelled a 40-year asset life; however, the

expected structural life of the building is 80 to 100 years. During construction, the City provided regular updates to local businesses and residents, to help users of the pre-existing carpark understand likely disruption times. The City also created a brand – "Joondalup City Parking (JCP)" – to promote parking as a business within the City. Local advertising was undertaken, helping to increase community awareness and utilisation.

c) Measures

The ticketing system provides accurate daily usage data. The City regularly monitors revenue and operating costs. Regular occupancy surveys of on-street parking help the City monitor the effect of the carpark on on-street parking usage.

d) Outcomes

The carpark is achieving its original objective: to provide a facility that is safe, pays for itself, stimulates economic growth, is affordable to users and improves accessibility to Joondalup's city centre.

The break-even utilisation for 2019/2020 was 71% capacity, which is relatively high, as the City opted to use full-time staff at the facility to maintain high customer experience.

The original business case assumed that short-stay users would use the facility rather than all-day users. However, surveys indicate that the majority of users are actually all-day users with an average length of stay of 7 hours, i.e. they are likely to be commuters. User destinations are generally 100 to 500 metres from the carpark.

By the year 2037-2038, the City expects to achieve a positive cash flow, several years earlier than projected. This result is due to lower capital costs, cheaper finance, and higher than expected occupancy. Higher occupancy is in part due to construction of the Prime House building and relocation of the Department of Water and Environmental Regulation (DWER) offices.

The carpark has helped stimulate economic growth by allowing commuters to leave vehicles in an affordable and secure off-street facility, which has helped to improve on-street parking bay turnover. Higher on-street turnover is likely to benefit local businesses.

The carpark's relatively low building height and siting behind a hotel ensures an acceptable built form outcome, which is particularly important given its proximity to residential apartments. In 2016, the carpark was awarded best Outstanding New Car Park Development at the Australian Parking Industry Awards.

e) Lessons

On-street parking management helped fund and justify the project - The City has been charging and enforcing paid on-street parking in the city centre since 2008. Management of on-street parking helped ensure that existing parking bays were used efficiently prior to investing in additional off-street bays. On-street parking charges and enforcement fees were critical sources of project finance.

Specialised project managers can improve project viability – The City's project manager reviewed the original plans and with architects, redesigned the facility to accommodate 173 more bays and reduce costs by \$2.4m. These savings resulted in a 39% lower cost per bay
than originally projected. The project manager also supervised contracts and ensured smooth implementation.

Stated preference data provides an indication of how users think they will behave and may be a useful indicator of future demand but should be used cautiously –Actual behaviour may differ significantly. In this example, the stated preference data, collected from users of existing parking and local businesses, provided an indication of demand that helped the City refine its usage projections. Local Governments should be cautious in relying on this data to prove a business case and instead use it to refine a business case.

Remote management may significantly reduce operating expenses – Two fulltime staff operate the carpark from 6am to 8pm. Staffing improves safety and provides a high level of customer service; however, it comes at a significant cost. The City felt a responsibility to ensure public safety at its facilities so considered staffing a necessary expense. Remote management would reduce costs but may compromise public perceptions of safety.

Consider disruptive technologies and the need for adaptive design - Disruptive technologies are likely to reduce demand for parking so design should consider opportunities for adapting the structure to accommodate alternative future uses. Adaptive measures such as higher ceilings and additional services can add significant costs. While the City did not consider adaptive measures in its original business case, because disruptive technologies were not an obvious consideration in 2012, the City has since estimated that such measures would add \sim 33% to the construction cost of future facilities.

Take time refining the operating model – Spending time to identify the appropriate mix of parking options (hourly, daily, monthly and annually) has helped the City accommodate a variety of users and secure longer-term tenants.

Allow a long lead-time - A multi-storey carpark is a significant construction project requiring a lead-time of approximately two years.



f) Acknowledgements

Alan Ellingham (Senior Financial Analyst) Gordon Urquhart (Coordinator of Parking Services)

g) References

Business Case approved by the City, December 2012. Local Planning Policy

8. Additional Resources

8.1 Planning Framework

Western Australia's legislative and policy framework grant Local Governments powers to use statutory and non-statutory means to influence parking provision and management.

Planning and Development Act 2005 – Section 69 and Schedule 7 allows Local Governments to include new development requirements, including parking provision, in local planning schemes and local planning policies.

Local Government Act 1995 – Section 3.5 allows Local Governments to make and enforce on-street parking local laws.

State Planning Policy 7.3 Residential Design Codes Volume 1 – Part 5 outlines the design principles for residential parking and the deemed-to-comply minimum quantity of parking spaces to be provided by new types of residential development.

State Planning Policy 7.3 Residential Design Codes Volume 2 – Section 3.9 provides objectives, acceptable outcomes and design guidance for parking in new apartment developments.

Planning and Development (Local Planning Scheme) Regulations 2015

Draft *State Planning Policy 7.2: Precinct Design* (WAPC, 2019) – Design Element 3: Movement of the policy's guidelines emphasise the need for precincts to supply an appropriate amount of parking, design that facilitates amenity and access, and adaptable design to accommodate emerging technologies.

8.2 Australian Standards

Australian Standard 2890 for Parking Facilities – Stipulates dimensions and requirements for parking bays and car park design in a range of situations, including parking for people with disabilities, along with considerations such as pedestrian access, sign posting, line marking, lighting and landscaping.

8.3 Online Resources

Austroads Guide to Traffic Management Part 11 (Parking) – An excellent source of information on parking policy, supply and demand, data and surveys, on- and off-street parking and parking control. Austroads is a consortium of road and traffic agencies.

Parking Guidelines for Tertiary Education Institutions (Department of Transport)

Parking Guidelines for Large Shopping Centres (Department of Transport)

Guidelines for Preparation of Integrated Transport Plans (Department of Planning, Lands and Heritage) – Considers parking in the overall transport picture.

Access and Parking Strategy of Health Campuses in the Perth Metropolitan Area (Department of Health) – Information on how accessibility by different modes influences parking needs.

Appendix 1 – Policy Option Advantages and Limitations

This appendix outlines the key advantages and limitations of each policy option.

Off-Street Private Parking

Discounts

- ✓ Relatively easy to implement with minimal change to planning instruments.
- ✓ Reduces development costs and improves access to affordable housing.
- \checkmark Enables higher quality streetscapes and building design by maximising lot space.
- ✓ Promotes a healthy and active community by encouraging shifts to active transport.
- ✓ Promotes fairness, equity and affordability for residents who do not own vehicles and instead use public or active transport.
- Requires authorities to exercise greater discretion and administration, which may inhibit process efficiency until normalised.
- Precinct-wide on-street parking management may be needed to address potential overspill issues.

Change of Use Exemptions

- ✓ Removes the risk of parking requirements thwarting otherwise viable developments.
- Enables higher quality streetscapes and urban design by maximising lot space for other facilities.
- ✓ May increase demand for public transport and improve precinct vibrancy.
- ✓ May help authorities achieve process efficiencies, by simplifying planning requirements.
- May increase demand for offsite parking and on-street parking management.
- May raise questions of equity and fairness to nearby landholders who, in the past, may have been required to meet minimum parking requirements.
- May lead to unintended consequences in terms of land use mix in a precinct, resulting in parking supply issues.

Group Land Uses and Ratios

- ✓ Helps reduce potentially unnecessary regulation, simplifying development assessment.
- ✓ Likely to simplify change-of-use applications.
- Fails to address the inherent issues related to transferring minimum requirements from other locations
- Unlikely to reflect local context, such as the different needs of communities which are well serviced by public and active transport networks and those which have higher car dependency.

Reciprocal Parking Arrangements

- ✓ Likely to help decrease development costs by optimising the use of existing parking supply.
- ✓ Improves affordability for landholders, as maintenance costs are shared.
- More efficient use of urban land, particularly where arrangements are made to share multistorey facilities.
- Requires authorities to exercise greater discretion and administration, to ensure conditions can be and are being complied with.

• Reciprocal arrangements may become redundant where operating hours or land uses change.

Unbundling Incentives

- ✓ Helps to ensure that the true cost of car parking is transparent.
- ✓ Promotes fairness, equity and affordability for users who choose not to own or use vehicles, or may not be able to afford vehicles.
- ✓ May help to reduce car ownership and use, promoting a healthy community by facilitating shifts to public and active transport.
- ✓ May improve streetscape amenity by reducing the number of visually intrusive and inactive parking spaces.
- ✓ Unbundling may make it easier to repurpose parking spaces.
- Unlikely to actually reduce parking over-supply where minimum parking ratios remain in force.
- Requires authorities to exercise greater discretion which may inhibit process efficiency until normalised.
- Requires strata managers to manage unbundled bays as common property.
- On-street parking management may be needed to address overspill.
- Property purchasers may perceive parking as important to property value so proponents may be hesitant to support this approach.

Parking Maximums

- ✓ Reduces congestion, pollution and the need for large investments in road capacity.
- ✓ Promotes a healthy and active community by encouraging shifts to public and active transport modes.
- Enables higher quality streetscapes and urban design by maximising lot space for other facilities.
- ✓ Promotes fairness, equity and affordability for residents who do not own vehicles.
- ✓ Helps authorities achieve process efficiencies, by simplifying planning requirements.
- The highest and best use of land in a particular area may require a higher level of parking provision than allowed under the parking caps, potentially hampering economic development in that area.
- Resources needed to identify appropriate maximums can be substantial.
- Maximums alone are not compatible with cash-in-lieu. Minimum requirements would still be needed.

Location-Based Parking Requirements

- ✓ Parking requirements are set according to local supply and demand.
- ✓ Reduces exposure to criticism associated with conventional approaches to setting minimum parking requirements.
- Resources to regularly survey parking occupancy and adjust parking requirements.
- Loss of parking requirements as an indirect means to limit development intensity.

Removing Off-Street Parking Requirements

- ✓ Quantity of parking supplied is more likely to reflect cost and demand.
- ✓ Allows for more economical use of land by increasing lot space for uses other than parking.
- ✓ Increases revenue from land tax and council rates, as land is developed more intensively.

- ✓ Likely to result in only a minimal and gradual overspill effect, as existing nearby developments will continue to provide on-site parking after parking minimums are removed.
- Reduced private off-street parking supply and increased demand for public on-street or off-street parking, necessitating management.
- Real or perceived risk to local businesses of a reduction in customer access to the site. This may lead to demands for Local Governments to construct public off-street facilities.
- Loss of parking requirements as an indirect means to limit development intensity.

On-Street Parking

Kerb User Hierarchy

- ✓ Ensures that users with the highest need will be able to access the kerb and local businesses.
- ✓ Improves vibrancy, functionality and safety of town centres.
- ✓ Encourages the use of rideshare services, reducing the need for parking.
- Requires monitoring and enforcement.

Time Limits

- ✓ Increase parking turnover, to benefit local businesses.
- ✓ Improve vibrancy, functionality and safety of activity centres and public places.
- ✓ Relatively cheap and easy to implement.
- Intensive monitoring and regulation required.

Potential to be viewed unfavourably by users who require longer-term parking, such as residents and commuters, where priority is given to short-term users.Conventional Paid Parking

- ✓ Improves parking turnover, benefitting local businesses.
- ✓ Encourages mode shift to public and active transport.
- ✓ Reduces traffic congestion in town centres.
- ✓ Aligns with policymaking principles of fairness and equity by ensuring that the main users of public space contribute fairly to account for the direct and opportunity costs associated with using and maintaining that space.
- May be viewed unfavourably or suspiciously by residents, visitors and staff, who have come to expect free parking or view paid parking as revenue raising.
- Requires substantial up-front investment to purchase capital, as well as maintenance and administration costs.
- Paid parking may reduce cruising for parking but may not reduce car dependency or encourage shifts to other transport modes.

Dynamic Pricing

- ✓ Helps drivers find and use underutilised parking quickly.
- ✓ Reduces congestion in town centres.
- ✓ Improves parking turnover, benefiting local businesses and visitors.
- ✓ Align with policymaking principles of fairness and equity (e.g. ensuring that the main users of public space contribute fairly to account for the costs associated with using and

maintaining that space) and cost efficiency (e.g. high capital costs offset by revenue gained over time).

- Requires substantial up-front investment to purchase capital.
- Increased maintenance and administration costs.
- Unlikely to be viewed favourably by residents who have come to expect free parking or residents who prefer authorities to invest in other community services.

Demand-Responsive Pricing

- ✓ Helps drivers find and use underutilised parking quickly.
- ✓ Reduces congestion in town centres.
- ✓ Improves parking turnover, benefiting local businesses and visitors.
- Align with policymaking principles of fairness and equity (e.g. ensuring that the main users of public space contribute fairly to account for the costs associated with using and maintaining that space) and cost efficiency (e.g. high capital costs offset by revenue gained over time).
- Requires substantial up-front investment to purchase capital.
- Increased maintenance and administration costs.
- Unlikely to be viewed favourably by residents who have come to expect free parking or residents who prefer authorities to invest in other community services.

Parking Benefit Districts

- Reduces community opposition and concerns often associated with the introduction of paid parking.
- Requires resources to establish and support a committee of local representatives.

Residential Parking Permits

- ✓ Improve the appearance and safety of streetscapes.
- ✓ Improve parking facilities in residential areas i.e. residents are more likely to use private off-street supplies such as garages and driveways.
- ✓ Paid parking permits improve fairness and equity, by ensuring that the main users of public space contribute to the costs associated with using and maintaining that space.
- ✓ Provides management authorities with greater control over on-street parking, which is particularly useful in areas experiencing significant urban consolidation.
- Free permits may not be effective because they are unlikely to encourage residents to use garages and driveways.
- Reduce parking availability for visitors and local business employees.
- Unlikely to be viewed favourably by residents who expect unregulated on-street parking.

Enforcing Off-Street Parking Laws

- ✓ Frees up on-street parking and space for other purposes.
- ✓ Improves the appearance and safety of streetscapes.
- ✓ Aligns with policymaking principles of fairness and equity by ensuring that the main users of public space contribute fairly to account for the costs associated with using and maintaining that space.
- Unlikely to be viewed favourably by residents who have come to expect free on-street parking, although this may be offset by promoting the potential for alternative street uses.

Off-Street Public Parking

Cash-In-Lieu

- ✓ Provides flexibility for proponents.
- ✓ Utilises land which may not be useful for purposes other than car parking or similar nonsensitive land uses.
- ✓ Potentially reduces the risk of parking requirements thwarting otherwise viable developments.
- ✓ Enables higher quality streetscapes where funds are spent on public realm improvements.
- ✓ Enables maximisation of lot space for other facilities.
- ✓ Helps promote a healthy and active community by encouraging shifts to public and active transport, where contributions are used to fund those networks.
- ✓ Enables communities to benefit from economies of scale, by pooling resources to construct, maintain and manage parking facilities.
- This option requires management authorities to stipulate minimum parking requirements. However, minimum parking requirements are often not reflective of development generated parking demand and therefore, using minimum parking requirements to substantiate cash-in-lieu requirements may be a precarious management strategy.
- Cumbersome administrative requirements, particularly where calculation methods are complex and ambiguous.
- The costs of meeting parking requirements which are poorly related to generated demand can be prohibitive to development, especially for changes of use and small business, and may prevent new development from locating in existing precincts and infill areas.
- Likely to be viewed suspiciously by landholders, particularly where there is no clear strategy outlining how funds will be invested to address parking and transport demands generated by new development.
- Without discounts, there may be limited if any incentive for development proponents to pay cash in lieu, limiting the effectiveness of this policy to reduce excessive parking provision.

Hypothecation of Revenue

✓ Allows authorities to regularly set aside revenue for the specific purpose of parking construction.

Adaptable Parking Facilities

- ✓ Structures that are adaptable to future changes in demand for parking.
- Higher construction costs.

Appendix 2 – Benefits and Costs of Alternative Uses

This appendix outlines the costs and benefits of each alternative car parking use discussed in Section 2.1, to help Local Governments. Local Governments could use this information as a starting point for undertaking cost benefit analyses. The costs and benefits provided below have not been quantified in dollar values due to the likely variances in different locations, e.g. public transport access, land values.

Traffic Lane

- ✓ Improved traffic flow, shortened trip times.
- Reduced car parking revenue (where charged)
- High construction and maintenance
- Induced traffic, leading to air, noise and water pollution (runoff)

Bike Lane

- ✓ Promotes physical health, reduces obesity and other physical disorders
- ✓ Fewer injuries to cyclists who ride on roads
- ✓ Increased safety for pedestrians, fewer injuries
- ✓ Increased bike traffic and economic activity, i.e. shop sales
- ✓ Improved air, noise and water quality, and public health
- ✓ Reduced wear and tear on roads and car accidents
- Reduced car parking revenue (where charged)
- Low construction and maintenance

Parklet

- ✓ More space to sit and relax, and opportunities for socialising, improved emotional and psychological health
- ✓ Increased foot traffic and economic activity, i.e. shop sales
- ✓ Increase pedestrian safety by slowing traffic, reduced injuries
- Reduced car parking revenue (where charged)
- Low construction and maintenance

Street Trees

- ✓ Reduced urban air temperatures, sun and heat exposure, heatstroke prevention
- ✓ Aesthetic streetscapes and higher land values, increased rate revenue
- ✓ Reduced traffic speeds, increased pedestrian safety, fewer injuries
- ✓ Increased foot traffic and economic activity, i.e. shop sales
- ✓ Reduced drainage infrastructure costs and maintenance
- Improved emotional and psychological health
- Improved biodiversity (using native species)
- Reduced car parking revenue (where charged)
- Low construction and maintenance

Water Sensitive Urban Design

- ✓ Reduced volume of stormwater entering waterways, leading to improved water quality
- ✓ Reduced maintenance costs on stormwater infrastructure
- ✓ Reduced use of drinking water to provide green space
- ✓ Improved flood mitigation, avoiding damage to built structures
- Improved biodiversity (using native species)
- ✓ Fewer permeable surfaces, reduced urban air temperatures, sun and heat exposure, heatstroke prevention
- ✓
- Reduced car parking revenue (where charged)
- Low construction and maintenance

Al Fresco Dining

- ✓ Increased foot traffic and economic activity, i.e. shop sales
- ✓ Aesthetic streetscapes and higher land values, increased rate revenue
- ✓ Increased safety for pedestrians, fewer injuries
- More opportunities for socialising, improved emotional and psychological health
- Reduced car parking revenue (where charged)
- Low construction and maintenance

Additional Room in House or Apartment

✓ More liveable space, improving emotional and psychological health

- Increased public and active transport use
- Reduced car parking
- Construction and maintenance

Additional Commercial or Retail Space

- ✓ Higher property value
- ✓ Higher rate revenues
- Reduced car parking revenue (where charged)
- Construction and maintenance

Appendix 3 – Discounts: Standard Clausing and Checklist

Standard Clausing

The following information shall be provided with an application where:

- The development application seeks a variation to parking requirements set out in clauses x and x of [insert "this policy" or name of local planning scheme], or
- A development proposes X [insert number] or more parking spaces, or
- The development proposes alternative methods to achieve parking requirements, including but not limited to car stackers or tandem parking bays

Information shall be prepared, in accordance with the checklist set out in Appendix X, to the satisfaction of the [insert name of Local Government] and be lodged with the development application.

Information for proposals located within a strategic metropolitan centre or specialised centre (as per *State Planning Policy 4.2*) or precinct (as per *State Planning Policy 7.2*) shall be consistent with the travel plan and/or parking supply and management plan (or equivalent) for the centre or precinct.

The [insert name of Local Government] will require notifications to be lodged under section 70A of the Transfer of Land Act notifying proprietors and/or prospective purchasers of the property of their obligations with respect to onsite parking.

Note: Local Governments should note that such notifications do not preclude a proprietor from redeveloping property.

Checklist

- Location map
- Landowner and operator.
- Summary of development and proposed uses, including travel and parking generated by each use and data used to support these projections.
- Availability of public parking and high frequency public transport stations within 400m of the development site.
- Proximity to active transport networks, such as cycle and pedestrian pathways.
- Required parking bays as per relevant parking requirements (including bicycle and ACROD bays), parking bays provided, methods used to meet parking and travel demand shortfalls.
- Parking controls, including time limits, fees, fines and responsible enforcement authority.
- Signage and way finding measures.
- Strategies to reduce car parking demand and encourage alternative transport modes such as incentives for staff and customers.

Appendix 4 – Autonomous Vehicles

Table 5: Scenario planning for autonomous vehicles

Scenario	Assumptions/Detail	Design	Supply	Access	Takeaway	Possible Policy
		_			-	Responses
Emergence – AVs are restri	cted/limited in use. What if vehicl	les could navigate a car park	and park themselves?	•		•
The driver drives to the car park. Upon	Legislation does not yet permit AVs to operate	Design of off-street parking could	Increased space efficiency may affect	Vehicle drivers and passengers would	The planning/parking benefits of	Manage existing car parks to prevent
arriving at the car park entrance, the	on a public road without the aid of a driver. As	change to use space more efficiently.	supply in one of two ways:	need to exit and enter the vehicle at the	autonomous parking vehicles arise from	oversupply.
vehicle. The vehicle pavigates the car	such parking must be provided at or within walking distance of destinations (status quo)	to be removed from car parks and	or consolidation (more bays in same area)	for PPLIDO areas at the parking site	space for same number of vehicles) and	Encourage consolidation and plan for
park from the entrance to a vacant bay		vehicle movement paths refined.	in less area).	for the bbo areas at the parking site.	the resulting opportunity to	adaption or re-use.
by itself. When ready to leave, the	Whilst waiting for legislation to permit AVs on	Examples may include: reduced bay	Intensification enables supply to be	Management issues associated with	repurpose/higher and better use of	
driver summons the vehicle for the next	public roads, car parks could be one of the first	size - as vehicle doors do not need to	increased, making more parking spaces	PPUDO areas include standing empty	land.	Review LG requirements for carpark
trip. The vehicle navigates itself from	environments that AVs will be able (technically)	open, cars can park closer together;	readily available. Increasing parking	vehicles waiting for passengers to		design and bay size (NB. Setting
the parking bay to the car park exit, to	and allowed (legally) to operate without a	removal of pedestrian paths, lifts, stairs	supply may induce demand and enable	return and passenger and goods	Concerns include the intensification of	standards is not an LG responsibility –
The driver drives the vehicle to the part	driver.	lights and removal/reduction of	more car use. At a macro level,	loading times.	parking increasing supply and enabling	is done by Standards Australia).
destination.	On-street parking would not be impacted as the	infrastructure to vehicle (I2V)	designate new space for parking	CITS such as vehicle to infrastructure		Manage the use of the kerb (including
	driver would need to remain in the vehicle until	technology would enable shuffling	expansion.	(V2I) and infrastructure to vehicle (I2V)		PPUDO areas).
	the parking manoeuvre is completed.	vehicles to make drive aisles.	Consolidation enables space that would	information sharing would increase		,
			have otherwise been used for parking to	parking efficiency. Cruising for parking		Encourage information sharing.
			be repurposed or allocated for higher	may be reduced by real-time in-car		
			and better land uses.	parking availability or bay reservations.		
Evolutionary Wider Use – A	Vs are predominantly used private	ely. What if vehicles can nav	igate roads without the aid o	f a driver?		
A privately-owned AV drives its owner	AV technology, legislation and societal	The off-street parking design	The supply situations from the prior	Vehicle passengers would enter/exit the	AVs have the potential to reduce many	As for the previous scenario, plus:
to a destination. After the person	attitudes permit an AV to drive on the road	efficiencies from the self-parking	scenario remain. Effectiveness of	AV at the trip origin and destination	of the current disincentives associated	Managa (likely will want to reduce)
location and awaits the owner's	network without the aid of a driver.	relevant to on-street parking	the following parking possibilities	or within walking distance of both	parking Existing parking issues faced	disincentivise) empty rupping
summons for its next trip. Once	AVs are privately owned and do not provide	relevant to on-street parking.	enabled by AVs:	locations.	by motorists (availability, location and	disincentivise) empty running.
summoned, the vehicle goes to the	ride hail or ride share services.		AVs may navigate to a remote parking		cost) are reduced by automation,	Transition to alternative parking
owner's location and drives them to			area with the cheapest available	Existing parking controls may become	enabling parking to be decoupled from	management methods, because
their next destination.	Parking is decoupled from the destination. AVs		parking that is within a convenient recall	less effective in this scenario, however	destinations. This makes current	existing parking controls (such as time
	still need to be stored when not in use, but this		distance from the next anticipated trip.	smart parking enforcement enabled by	parking control mechanisms less	limits and paying for parking) may be
	may occur on-site or off-site.		outskirts the owner's home etc. Empty	provide new parking management	negative externalities are introduced	less effective when AVS are introduced.
			running parking trips would result in	opportunities.	(eq. Empty cruising) and the limitations	
			additional VKT.		of existing controls made evident (eg.	
			Empty cruising may arise if AVs cruise		Relocating to avoid fines). Existing	
			the road network to avoid parking (due		parking controls need to adapt or be	
			to cost, location or availability of bays).		protected, or alternative mechanisms	
			Empty cruising also increases VK1.		employed.	
			may decrease where remote parking			
			alternatives are available and attractive.			
			Opportunity exists to repurpose existing			
			destination parking to higher and better			
			land uses.			
			For longer stays, on street parking			
			street parking with no inconvenience to			
			the user. On-street parking would only			
			remain useful if the trip purpose time is			
			less than the time it would take for the			
			vehicle to go away to park and return.	1		
Revolutionary wider use – A	AVs are predominantly used on-de	emand. What if most people i	no longer own cars, but hire a	an autonomous vehicle as a s	service, when they need to m	ake a car trip?

The price of AVs is prohibitive to	On-demand mobility service providers	The considerations in the previous two	On-demand AVs increase the	The requirements for PPUDO would be	On-demand AVs have the potential to	As for the previous scenario, plus:
individual ownership and/or changes in	implement AV fleets to reduce operating costs	scenarios remain relevant, particularly	productive time an individual vehicle	similar to the prior scenario.	increase the uptake of ride hailing or	
attitudes mean people prefer to hire/use	and expand service provision.	during low-demand periods when AVs	contributes to net mobility, instead of		ride share services to satisfy trips and	Plan for "fleet depots" as a land use.
AVs on-demand. This could lead to:		may seek to park.	being parked. Parking demand has the		reduce private vehicle use and	Consider appropriate locations, zoning
Ride hailing when an AV is summoned	Private AV owners may select to share their		potential to be reduced by ride hailing		ownership. This may lead to a	and development approvals would be
for a trip, picks up the passenger from	vehicle when they are not using it.		as each AV is not always parked		significantly reduced demand for	required. Perhaps these will have some
their origin and delivers them to their			between trips - during many times of the		parking.	similarities to existing transport depots
destination. The AV may then take	Private ownership of vehicles diminishes with		day is would instead go and make			(such as freight facilities or bus depots).
another job or wait for the passenger.	uptake of on-demand ride hailing/sharing.		further ride-hail trips replacing what			
For example, Uber, Hola, AV taxis.			would have been a private vehicle			
Ride share, as above, however the AV	The cost/benefit ratio private vehicle ownership		requiring parking.			
picks up multiple (unrelated)	will alter and may result in lower private vehicle					
passengers trips along similar routes	ownership.		Fleet depot - parking space may be			
are consolidated to reduce costs. For			required for recharging, service and			
example, Uber Pool (which will be			storage of AVs during low trip-demand			
available in Perth from August 2019,			periods of the day.			
and already operates in other cities).						

(Source: Department of Transport, Martin Keen) PPUDO = Passenger pick up drop off; CITS = Connected intelligent transport systems; VKT = Vehicle kilometres travelled

ATTACHMENT: ID03

RFT 1-2020/21 Two Henry Road Construction Package 2 Tender Award

> Attachment 1 RFT 1-2020/21 Two Henry Road Construction Package 2

> > Attachment 2 RFT 1-2020/21 Evaluation Matrix



Request for Tender

Request for Tender:	Two Henry Road Construction Package 2

Address for	PMB 21
Delivery:	Dongara WA 6525
	OR
	11-13 Waldeck St
	Dongara WA 6525
	OR
	tenders@irwin.wa.gov.au

RFT Number:	1-2020/21
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1 Conditions of Tendering

1.1 Definitions

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

Attachments: The documents you attach as part of your Tender.

	Means the person or persons, corporation or corporations who's
Contractor	Tender is accepted by the Principal including the executors or
Contractor.	administrators, successors and assigns of such person or persons,
	corporation or corporations.

Deadline: The deadline for lodgement of your Tender as detailed on the front cover of this Request.

General Conditions	
	AS4000 – 1997 General Conditions of Contract
of Contract:	

Offer: Your offer to supply the Requirements.

Principal: Shire of Irwin

Request OR RTF OR

This document. Request for Tender

Requirement: The Goods and/or Services requested by the Principal.

Selection Criteria: The Criteria used by the Principal in evaluating your Tender.

Special Conditions: The additional contractual terms.

Specification: The Statement of Requirements that the Principal requests you to deliver if selected.

Tender: Completed Offer form, response to the Selection Criteria and Attachments.

Tenderer: Someone who has or intends to submit an Offer to the Principal.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 READ AND KEEP THIS PART

Part 1 – Conditions of Tendering (read and keep this part).

Part 2 – Statement of Requirement includes Specification and any plans/drawings (read and keep this part).

Part 3 – General Conditions of Contract (read and keep this part).

Part 4 – Special Conditions of Contract (read and keep this part).

Part 5 – Tenderer's Offer (complete and return this part).

Part 6 – Contractor's Occupational Safety and Health Management System Questionnaire (complete and return this part).

Part 7 – Tenderer's Safety Record (complete and return this part).

Part 8 – Project Reference Sheet (complete and return this part).

Part 9 – Tenderer's Resources Schedule (complete and return this part).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

Tenderers must:

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

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

Name:	Stacey Pratt-King
Telephone:	(08) 9927 0000
Email:	sking@irwin.wa.gov.au

1.5 Customs Duty

The Tenderer shall allow for any customs duty and primage applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

1.6 Site Allowances

This contract is not subject to adjustment for Site allowances.

1.7 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline.

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at 11-13 Waldeck Street, Dongara WA 6525 (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer PMB 21, Dongara WA 6525.
- c) Electronic mail Tenders will be accepted at tenders@irwn.wa.gov.au

All pages must be numbered consecutively, and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

1.8 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

1.9 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

Part 1 READ AND KEEP THIS PART

1.10 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.11 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

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

1.12 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.13 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.14 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

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

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

1.15 Tenderers to Inform Themselves

Tenderers will be deemed to have:

Part 1 READ AND KEEP THIS PART

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.16 Alterations

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

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.17 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake 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 provide the Services for which they are submitting and to otherwise 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 you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.18 Evaluation Process

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (eg tendered prices and other relevant whole of life costs are considered).
- c) The most suitable 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. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.19 Selection Criteria

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

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in

the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.20 Compliance Criteria

These criteria are detailed within Part 6 of this document and 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.

1.21 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 6 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.22 Value Considerations

The Weighted Price method is used where price is crucial to the outcome of the contract. The price is then assessed with quality.

Criteria	Weighting
Tendered Price	30%

1.23 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations.

24D. Discounts permitted for regional price preferences

(1) A preference may be given to a regional tenderer by assessing the tender from that regional tenderer as if the price bids were

reduced by —

(a) up to 10% — where the contract is for goods or services,

Part 1 READ AND KEEP THIS PART

up to a maximum price reduction of \$50 000; or

- up to 5% where the contract is for construction (building) services, up to a maximum price reduction of \$50 000; or
- (c) up to 10% where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$500,000 if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

1.24 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

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

1.25 Ownership of Tenders

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

1.26 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors 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 Tenderer from consideration.

1.27 Identity of the Tenderer

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

1.28 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 Offer.

1.29 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due 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.

The Tender Opening will be held on or as soon as practicable after the Deadline at the Shire of Irwin Administration Office at 11-13 Waldeck Street, Dongara WA 6525.

1.30 Monetary Values

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc) are net values. They do not include Goods and Services Tax (GST).

1.31 In House Tenders

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

Part 2 READ AND KEEP THIS PART

2 Statement of Requirements

2.1 Introduction

Located on Lot 952 (No. 2) Henry Road in Port Denison, the Two Henry Road independent living units provides fit for purpose accommodation to support ageing in place options for local seniors. Care has been taken in the design phase of this project with respect to access and mobility throughout the dwellings and external facilities to achieve Livable Housing Australia (LHA) Platinum Certification.

Stage 1 construction package, encompassing the first six units was completed in August 2020.





2.2 **Definitions**

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

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

2.3 Scope of Work

Stage 2 package encompasses the construction of six (6) new 2-bedroom, 1 bathroom age appropriate residential units being lots 08 - 13 with associated services on Lot 952 Henry Road, Port Denison for the Shire of Irwin.

The Construction Package includes the following elements:

- Construction of dwellings to LHA Platinum Certification including:
 - Plumbing and draining
 - Electrical and communications
 - o External fit-out
 - o Internal fit-out
 - Fencing



Detailed Specification

2.4 Livable Housing Australia – Certification

Livable Housing Australia (LHA) is a partnership between community and consumer groups, government and industry. LHA champions the mainstream adoption of livable housing design principles in all new homes built in Australia. LHA arose from the Kirribilli Dialogue on Universal Housing Design, which established nationally agreed guidelines on designing and building livable homes.

The successful tenderer will be responsible for executing the construction package inline with the LHA certified plans. To achieve LHA certification inspections will be undertaken by an LHA Assessor during multiple points in the construction phase. The successful tender will provide site access to the Assessor and the Shire representative throughout the construction phase.

2.5 Exclusions

The following scope of works are excluded from this tender.

- Landscaping
- Reticulation
- Bulk Earthworks
- Internal road network
- Kerbing
- Concrete Footpaths behind kerbing
- Cross walks
- Septic unit (ATU)
- Sewer (from ATU to connection point at each Lot as specified)
- Water (from site entry point to connection point at each Lot as specified)
- Power and communications (to connection point at each Lot as specified, including main board)
- Drainage (from connection point at each Lot as specified to side entry pit on Henry Rd).
- Conduits for Solar PV
- Bollards

2.6 Inclusions

2.6.1 Electrical & Communication

Installation will be from the capped turn up conduit finishing above finished ground level Lot 08 – Lot 13.

2.6.2 Sewer

Sewer connection will be from the 100 diameter PVC riser Lot 08 – Lot 13.

2.6.3 Water

Water connection will be from the individual unit meter Lot 08 – Lot 13 via a spacer pipe to allow for future Water Corporation sub-meters. Private sub-meter **not** required.

2.6.4 Construction of dwellings including:

- Concrete (house slab, driveway, access ways and front and rear veranda's).
- Internal fit out:
 - Painting
 - Floor coverings
 - Window treatments
 - All light fittings
 - o Sanitary fixtures
 - o Kitchen, laundry, bathroom fixtures, fittings and appliances
 - Ceiling fans and air conditioners
 - o Robes
- External fit-out:
 - o Finishing's as specified
 - o External lighting
 - Clothesline
 - Letter box
 - Garage door

2.6.5 Fencing

- Between dwellings including retaining where required
- Front and back of dwellings including gate

2.7 Construction Technical Information

Tenderers are to ensure they are familiar with all relevant documentation prior to submission.

Part 2 READ AND KEEP THIS PART

2.7.1 Technical Drawings

Refer to Part 7 - The following documents detail the construction and fit-out of the dwellings.

Reference	Plan Name	Reference	Plan Name
A1.0	Site Plan	E1.0	Electrical Plan
A2.0	Site Plan – Scaled Up	F1.0	Window & Door Schedule
B1.0	Floor Plan House 7 - 11	F2.0	Window & Door Schedule & Info
B2.0	Floor Plan House 12	G1.0	Footings Details
B3.0	Floor & Ceiling Plan	H1.0	Lintels Details
C1.0	Elevations House 12	11.0	Wall Bracing Detail
C2.0	Elevations House 8 & 10	J1.0	Roof Trusses Hipped & Gable
C3.0	Elevations House 7, 9 & 11	K10	Room By Room Elevation A
D1.0	Elevations Brick Selections	K2.0	Room By Room Elevation B
D2.0	Section AA – Bed 1 / Living Room	L1.0	Bathroom Elevation
D2.0	Section BB – Bed 1 Through to Garage	L2.0	Kitchen & Robe Plan Layout
D3.0	Section CC – Garage Parapet	M1.0	Bathroom Floor Plan Layout

2.7.2 Finishing Schedule

Refer to Part 7

2.8 Implementation Timetable

Milestone	Date
Tender award and contract execution	December 2021
Construction commencement	January 2021
Construction 50% progress	June 2021
Construction – 100% completion	November 2021
Practical Completion/Handover	December 2021

Part 3 READ AND KEEP THIS PART

3 General Conditions of Contract

Ref to Part 8 AS4000 - 1997 General Conditions of Contract

Part 4 READ AND KEEP THIS PART

4 Special Conditions of Contract

4.1 Occupational Health and Safety Management Plan

A site-specific Occupational Health and Safety Management Plan must be provided to the Principal, for review 5 business days prior to works commencing.

It is the responsibility of the contractor to ensure that the plan is kept up to date and made available for inspection on request.

Tenderer's Offer 5

5.1 Form of Tender

The Chief Executive Officer Shire of Irwin 11 – 13 Waldeck Street, Dongara WA 6525

I/We (Registered Entity Name): ______(BLOCK LETTERS)

of:___

(REGISTERED STREET ADDRESS)

ABN_____ACN (if any)_____

Telephone No: ______ Mobile: ______

E-mail:

In response to Request for Tender RFT 1-2020/21 Two Henry Road Construction Package Units 7 - 12

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

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

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

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

of
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6 Selection Criteria

6.1.1 Compliance Criteria

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

	Description of Compliance Criteria	
a)	Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b)	Tenderers are to provide their Builders Registration:	Yes / No
c)	Compliance with the Specification contained in the Request.	Yes/No
d)	Compliance with the Delivery Date As outline in section 2.7	Yes / No
e)	Insurance The insurance requirements for this Request are stipulated under section 16 of the General Conditions of Contract. A copy of the Certificate of Currency is to be provided to the Principal	Yes / No
	within 5 days of acceptance.	

Part 6 COMPLETE AND RETURN THIS PART

6.1.2 Qualitative Criteria

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

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

A. Business Continuity – COVID19	Weighting	
Tenderers must address the following information in an attachment and label it "Business Continuity"	10%	5
Provide details of COVID-19 contingency measures for:	"Business Continuity"	Tick if attached
Sub-contractors		
ResourcesPlant & Equipment		
• Other		
As a minimum, contingency plans should outline response to regional boarder closures, supply chain delays, personal illness and returning to work.		

Part 6 COMPLETE AND RETURN THIS PART

B. Local Economic Impact	Weighting	
Tenderers must address the following information in an attachment and label it "Local Economic Impact"	30%	5
The Shire is committed to developing business opportunities and encouraging economic growth in the local market. Provide details of the following measures:	"Local Economic Impact"	Tick if attached □
 Total number of local contractors/suppliers used to deliver the project? 		
• % local businesses/people used to deliver the project?		
• Total expenditure \$ (ex GST) provided to local businesses?		
 Provide a list of local contractors/suppliers to be used to deliver the project. 		
Note: Local contractors/suppliers classified as businesses within the:		
a) Shire of Irwin (highest preference)		
b) Midwest Region		
who have operated continuously within the nominated area for not less than 12 months.		

C. Relevant Experience	Weight	ing
Tenderers must address the following information in an attachment and label it " Relevant Experience "	15%	5
c) Provide details of similar work undertaken, including experience in the construction of LHA Certified dwellings.	"Relevant Experience"	Tick if attached
d) Provide scope of the Tenderer's involvement including details of outcomes.		
e) Provide details of issues that arose during the project and how these were managed.		
f) Demonstrate competency and proven track record of achieving outcomes.		
g) Project reference sheet (minimum of three), including project value, scope and referee contact number.		
D. Demonstrated Understanding	Weightin	ng
--	----------------	----------
Tenderers must address the following information in an attachment	15%	
and label it "Demonstrated Understanding"		
Provide documentation to show your understanding of the scope of	"Demonstrated	The last
works supplied.	"Demonstrated	
The response must contain the following elements: 1. What you will do:	Understanding"	
Schedule in GANT chart format.		
2. How you will do it:		
To accompany the schedule above, provide a description of works for each task including:		
a. Reference to management systems.		
b. Resources allocated for the task.		
c. Required testing and sign off.		
3. OHS Management Plan		
Respondents must provide an example of their site-specific Occupational Health and Safety Plan, which should outline, however is not limited to the following:		
OHS Policy		
Hazard identification, risk assessment and control		
Risk Matrix		
Safe Work Method Statement (SWMS)		
• PPE		
Roles & responsibilities		
Training & competency register		
Workplace inspection checklist		
Plant & equipment checklists		
Hazardous substances register		
Electrical equipment register		
Hazard reporting		
Incident reporting and investigation		
Note: The successful tendered will be required to provide a site-specific Occupational Health & Safety Management Plan to the principal 5 business days before work commences.		

E. Price	Weighting
	30%

6.2 **Price Information**

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

6.2.1 Regional Price Preference

The price preference is applicable to businesses/contractors located within the Midwest Region, which is defined as a supplier having a type of physical presence (shop, depot, outlet, headquarters or other premises) where the goods or services specifically being provided are supplied from.

The price of the bids from local businesses/contractors will be reduced (for evaluation purposes only), by the amounts set out in the section *Price preference*.

Regional Price Preference	
As per the Local Government (Functions and General) Regulation 1996 r.24D.	
24D. Discounts permitted for regional price preferences	
(b) up to 5% — where the contract is for construction	Yes / No
(building) services, up to a maximum price reduction of	
\$50 000	
Is your business located within the Midwest Region?	

6.2.2 Price Basis

Fixed Price	Ves / No
Are you prepared to offer a fixed price?	

6.2.3 Price Schedule

6.2.3.1 Lump Sum

Tenderers are to provide a lump sum for the construction package.

No	Description	\$ (ex GST)
1.	Construction Price – Unit 7	\$
2.	Construction Price – Unit 8	\$
3.	Construction Price – Unit 9	\$
4.	Construction Price – Unit 10	\$
5.	Construction Price – Unit 11	\$
6.	Construction Price – Unit 12	\$
	Total Lump Sum Price (ex GST)	\$
	Total GST Component	\$
	Total Lump Sum Price (inc GST)	\$

6.2.3.2 Schedule of Rates

The below schedule of rates will be used for any work arising due to variations of scope.

Schedule of Rates				
Item	Unit	Rate (ex GST)		

7 Technical Drawings & Finishing Schedule

PORT DENISON AGED APPROPRIATE HOUSING - STAGE TWO

2 HENRY ROAD, PORT DENISON

PAGE	PLAN NAME
A1.0	SITE PLAN
A 2.0	SITE PLAN scaled up
B 1.0	FLOOR PLAN HOUSE 7, 8, 9, 10, & 11
B 2.0	FLOOR PLAN HOUSE 12
B 3.0	FLOOR & CEILING PLAN
C 1.0	ELEVATIONS HOUSE 12
C 2.0	ELEVATIONS HOUSE 8 & 10
C 3.0	ELEVATIONS HOUSE 7, 9 & 11
C 4.0	ELEVATIONS BRICKS SELECTIONS
D 1.0	SECTION AA - BED 1 / LIVING ROOM
D 2.0	SECTION BB - BED 1 THROUGH TO GARAGE
D 3.0	SECTION CC - GARAGE PARAPET
E 1.0	ELECTRICAL PLAN
F 1.0	WINDOW & DOOR SCHEDULE
F 2.0	WINDOW & DOOR SCHEDULE & INFO
G 1.0	FOOTINGS DETAILS ETC
H 1.0	LINTELS DETAILS
I 1.0	WALL BRACING DETAIL
J 1.0	ROOF TRUSSES HIPPED & GABLE
K 1.0	ROOM BY ROOM ELEVATION a
K 2.0	ROOM BY ROOM ELEVATION b
L 1.0	BATHROOM ELEVATION ETC
L 2.0	KITCHEN & ROBE ETC PLAN LAYOUT
M 1.0	BATHROOM FLOOR PLAN LAYOUT

WORKING DRAWINGS FOR PLATINUM L.H.D GUIDELINES

FOR CONSTRUCTION



















No 7

No 8

No 9

No 10

No 11

ELEVATIONS ONLY FOR MATERIAL COLOURS -BLOCK PLAN & SITE LEVELS NOT DEPICTED



ROOF - SURF MIST GUTTER & FACIA & BARGE- MONUMENT No 7 BRICKS- REDWOOD WITH LIGHT MORTAR GARAGE DOOR - MONUMENT FRONT DOOR - PAINTED DULUX MONUMENT

No 8

ROOF - SURF MIST GUTTER & FACIA- MONUMENT BRICKS- WHITECLIFFE WITH LIGHT MORTAR GARAGE DOOR - MONUMENT FRONT DOOR - PAINTED DULUX MONUMENT CLADDING PAINTER DULUX- MONUMENT

No 9 ROOF - SURF MIST GUTTER & FACIA- MONUMENT BRICKS- SILVERBIRCH WITH DARK MORTAR GARAGE DOOR - MONUMENT FRONT DOOR - PAINTED DULUX MONUMENT



ROOF - SURF MIST No 10 GUTTER & FACIA- MONUMENT BRICKS-BLACKWELL WITH DARK MORTAR GARAGE DOOR - MONUMENT FRONT DOOR - PAINTED DULUX MONUMENT

No 11

ROOF - SURF MIST GUTTER & FACIA & BARGE- MONUMENT BRICKS- REDWOOD WITH LIGHT MORTAR GARAGE DOOR - MONUMENT FRONT DOOR - PAINTED DULUX MONUMENT

No 12

ROOF - SURF MIST GUTTER & FACIA- MONUMENT

ELEVATIONS NOT TO SCALE





BRICKS- WHITECLIFFE WITH LIGHT MORTAR GARAGE DOOR - MONUMENT FRONT DOOR - PAINTED DULUX MONUMENT CLADDING - PAINTED DULUX - MONUMENT







D 1.0







WORKING DRAWINGS FOR PLATINUM L.H.D GUIDELINES





E 1.0



WINDOW SCHEDULE								
TYPE MARK	COUN	T DESCRIPTION	GLAZING	FRAME MATERIAL	HARDWARE	HEIGHT (mm)	WIDTH (mm)	SILL HEIGHT (mm)
W01	12	Laminated glass awning window	Single Clear Float Laminated Glass at 6.5mm	Powdercoat Aluminium 50x100mm frames in COLORBOND MONUMENT	Awning Hardware & Handles	1543	610	600
W02	6	Laminated glass awning window	Single Clear Float Laminated Glass at 6.5mm	Powdercoat Aluminium 50x100mm frames in COLORBOND MONUMENT	Awning Hardware & Handles	1543	1210	600
W03	6	Laminated glass sliding window	Single Clear Float Laminated Glass at 6.5mm	Powdercoat Aluminium 50x100mm frames in COLORBOND MONUMENT	Sliding Hardware & Handles	1543	1610	600
W04	6	Laminated glass awning window	Single Clear Float Laminated Glass at 6.5mm	Powdercoat Aluminium 50x100mm frames in COLORBOND MONUMENT	Awning Hardware & Handles	1114	1410	1030
W05	6	Laminated glass awning window	Single Clear Float Laminated Glass at 6.5mm	Powdercoat Aluminium 50x100mm frames in COLORBOND MONUMENT	Awning Hardware & Handles	1543	1510	1030
S/D01	6	Sliding Door	Single Clear Float Laminated Glass at 6.5mm	Powdercoat Aluminium 50x100mm frames in COLORBOND MONUMENT	Awning Hardware & Handles	2143	2010	N/A

INVISIGUARD OR SIMILAR APPROVED SECURITY SCREENS TO ALL OPERABLE WINDOWS. ALL GLAZING MUST COMPLY TO AS1288



WINDOW AND DOOR SCHEDULE







REFER TO SHEET 1 FOR TD LOCATIONS 1.8M C/C SPACING OR 1.2M C/C SPACING









Symbols Hangers Top: N2 : Nail Connection 2.8Diam -3 CC2 : Creeper Connector - Left N3 : Nail Connection 2.8Diam -4 N5 : Nail Connection 3.15Diam -3 Hangers Bottom: N5 : Nail Connection 3.15Diam -3

N2 : Nail Connection 2.8Diam -3 TBS : To Be Spec-Hangers CC1 : Creeper Connector - Universal

JH : Joist Hanger 35x90 T11 : Universal Trip-L-Grip Dbl E

Hold-Downs: ** : Universal Trip-L-Grip Dbl A * : Universal Trip-L-Grip A CT6 : Cyclone Tie 600 12 Face T9 : Universal Trip-L-Grip A N1 : Nail Connection 2.8Diam -2 N2 : Nail Connection 2.8Diam -3 ${\rm N2}$: Nail Connection 2.8Diam -3CT9 : Cyclone Tie 600 Fixed Under N1 : Nail Connection 2.8Diam -2

Bracing is for guidance only

HIPPED TRUSSED ROOF LAYOUT FOR 7,9 & 11



Symbols Hangers Top: N2 : Nail Connection 2.8Diam -3 CC2 : Creeper Connector - Left N3 : Nail Connection 2.8Diam -4 N5 : Nail Connection 3.15Diam -3
Hangers Bottom: N5 : Nail Connection 3.15Diam -3 JH : Joist Hanger 35x90 T11 : Universal Trip-L-Grip Dbl E N2 : Nail Connection 2.8Diam -3 N3 : Nail Connection 2.8Diam -4 TBS : To Be Spec-Hangers CC1 : Creeper Connector - Universal
Hold-Downs: ** : Universal Trip-L-Grip Dbl A CT6 : Cyclone Tie 600 12 Face T9 : Universal Trip-L-Grip A * : Universal Trip-L-Grip A N1 : Nail Connection 2.8Diam -2 N2 : Nail Connection 2.8Diam -2 N2 : Nail Connection 2.8Diam -2 N2 : Nail Connection 2.8Diam -3 CT9 : Cyclone Tie 600 Fixed Under

TE: ALL DIMENSIONS & RELATIVE INFORMATION ALL DIBE CHECKED & CONFIRMED BY BUILDER PRIOR TO COMMENCEMENT OF CONSTRUCTION. NORDIC BUILDERS PTY LTD DOES NOT TAKE RESPONSIBILTY AFTER DRAWING HAS BEEN CHECKED & CONFIRMED BY THE BUILDER OR CONSTRUCTION HAS COMMENCED. NOTE STAGE TWO AGED APPROPRIATE HOUSING 2 HENRY ROAD PORT DENISON DESCRIPTIO PROPERTY: SHIRE OF IRWIN 11 / 13 WALDECK STR. DONGARA WA 6525 N.T.S

J 1.0





WORKING DRAWINGS FOR PLATINUM L.H.D GUIDELINES



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WORKING DRAWINGS FOR PLATINUM L.H.D GUIDELINES

L 2.0



NOTE: REFER PLATINUM L.H.D GUIDELINES FOR BATHROOM FITOUT OF FIXTURES



TE: ALL DIMENSIONS & RELATIVE INFORMATION ALL DIMENSIONS & CONFIRMED BY BUILDER PRIOR TO COMMENCEMENT OF CONSTRUCTION. NORDIC BUILDERS PTY LTD DOES NOT TAKE RESPONSIBILTY AFTER DRAWING HAS BEEN CHECKED & CONFIRMED BY THE BUILDER OR CONSTRUCTION HAS COMMENCED.

NOTE:



FINISHING SCHEDULE RFT 1/-2020/21 Two Henry Road - Construction Package 2

NOTES:

Schedule to be read in conjuction with plans and specifications All products to be installed/applied in accordance with the manufacturers recommendations All changes to finishes and suppliers subject to client approval Refer to architectural drawings for location of items if required Seek Shires clarification if required prior to ordering

FINISHES SCHEDULE - PLATINUM LEVEL

IMAGE	PRODUCT INFORMATION	Ref
1.0 WALL FINISHES		
	SILVERBIRCH Mortar: DARK MORTAR	1.1
Silverbirch	REDWOOD Mortar: LIGHT MORTAR	1.2
Redwood	BLACKWELL Mortar: DARK MORTAR	1.3
Blackwell		
WhiteLiffe	WHITECLIFFE Mortar:LIGHT COLOUR	1.5
	Hardies- Newport cladding	1.6
Newport	Dulux Paint - Monument	
	y35/1483	1.7
	White Rolled edge tile	
	300 x 600	

2.0 CEILING FINISHES



Dulux Wash & Wear Ceiling flat on new flushed plasterboard Primer: Dulux Professional Total Prep Binder 2nd coat: Hadrian WA 680 ceiling flat 3rd coat: Hadrian WA 680 ceiling flat



 Dulux Wash & Wear Kitchen & bathroom ceiling flat on new moisture resistant
 2.2

 plasterboard
 2.2

 Primer: Dulux Professional Total Prep
 2

 Binder 2nd coat:Hadrian WA 680 ceiling flat
 2

 Ceiling Flat 3rd coat:Hadrian WA 680 ceiling flat
 2



Dulux Wash & Wear to 4mm Hardiflex with Supacover joiners2.3Primer: Dulux Professional Total Prep2Binder 2nd coat: Dulux wash and wear - ceiling flat33rd coat: Dulux wash & wear ceiling flat3



Cornice 75M Cove Cornice

3.0 FLOOR FINISHES



Vinyl Flooring Polyflor - Exponda Superplank Slip Resistance: R11 Colour: Grey Elm code: 2117



Tiles

G29/378 298 x 298 Floor Tiles Rectified floor tiles Rated P4- R10-R11 slip resistant



Slab Finished floor slab (waterproof sealer over)



Footpaths Refer to Shire of Irwin concrete footpath specfications 3.2

2.4

3.1

3.3

4.0 ROOF FINISHES



Roof Sheets Colorbond- Custom Orb Colour: Surfmist



Gutter & Fascia Colorbond Gutter & fascia Colour: Monument

5.0 JOINERY FINISHES

Pantry & Cabinet Doors Modernform thermolaminated doors Pattern: Style 1 Color: Polar White Gloss

Pantry Cabinet White Melamine sheeting



Benchtops Squareform bench tops 33mm Color: Ink Fabrini



Splashback Laminex Metaline Color: Diamond Ice



Cabinet Handles D Handle Finish: Black

6.0 DOOR FINISHES



Interior Timber Doors Dulux Aquanamel gloss Colour: Lexicon Quarter 1st coat:Dulux professional total prep 2nd coat: Dulux Aquanamel gloss 3rd coat : Dulux Aquanamel gloss 4.2

5.1

5.2

4.1

5.3

5.5



Exterior Timber Doors

Dulux Aquanamel gloss Colour- Monument 1st coat:Dulux professional total prep 2nd coat: Dulux Aquanamel gloss 3rd coat : Dulux Aquanamel gloss



Door Architrave & Skirting Dulux Aquanamel gloss Colour: Lexicon Quarter 1st coat:Dulux Professional Total Prep 2nd coat: Dulux Aquanamel gloss 3rd coat : Dulux Aquanamel gloss

7.0 WALL FINISHES

Internal Walls



Dulux Wash & Wear Low sheen Colour: Lexicon Quarter 1st coat:Dulux Professional Total prep 2nd coat: Dulux Wash & wear Low sheen 3rd coat : Dulux Wash & wear low sheen

8.0 BATHROOM



Toilet Caroma Care 400 Toilet Suite with Backrest Finish: Ceramic White/Anthracite Grey

Item Code: 987900BAG



Vanity Basin Caroma Forma recessed basin 50mm 3 holes



Tap / Spout Set Caroma G Series Concealed Sink Hob Set (80mm Handles) Finish: Stainless Steel Item Code: G72480C4A

8.3

8.2

6.3

7.1

Shower Hose/ Head set Caroma Vitru Plus Starsafe II Shower Set V2 Finish: Chrome Item Code: 782742E



Shower Taps ESEE Wall Top Assemblies Finish: Stainless Steel with High Contrast handles Item Code: THME35

9.0 LAUNDRY



Trough Clark 30 litre flushline tub with by-pass



Tap / Spout Set Caroma G-Series concealed wall sink set

10.0 KITCHEN



Sink

Clark Single Bowl Benchmark SInk Finish: Stainless Steel Item Code: 1003.3 3 tap hole



Tap / Spout Set Caroma G Series Concealed Sink Hob Set (80mm Handles) Finish: Stainless Steel Item Code: G72480C4A

11.0 ACCESSORIES



Grab Rails

Caroma Vitru Comfort Grab Rail 600mm x 2 Finish: Satin Stainless Steel - one to be used as a towel rail

8.4

8.5

9.1

9.2

10.1

10.2
<u>ک</u>	Grab Rails - Continued Caroma Vitru Comfort Grab Rail 450mm Finish: Satin Stainless Steel	11.2
	Caroma Grab rail 135 degrees 450 x 450	11.3
	Madrid Chrome Toliet Roll holder	11.4
	Madrid Chrome towel bar 300mm	11.5
	Shower Grate Stormtech 65Ari25MTL shower grate-L shape or a similar product equivalent in function, quality, etc Finish: Stainless Steel	11.6
- Tr	Soap Holder Caroma Cosmo Metal Soap Holder Finish: Stainless Steel Item Code: 304128C	11.7
	Privacy Lock - Bathroom Door Indicator Bolt Finish: Satin chrome	11.8
12.0 ANCILLARY ITEMS		
	Fascia OVOLO Gutter and Steel Rebated Fascia Finish: Colorbond Monument	12.1



Gutter Colorbond Steel Fabricated Box Gutter 125mm Wide x 60mm (Concealed to verandah edges) Finish: Galvanised

	14	

Gutter Colorbond Steel Fabricated Box Gutter 600mm Wide x 150mm (Concealed to boundary parapet wall) Finish: Galvanised



Rainhead Finish: Monument



Skirting Splayed Architrave



Clothes Line Hills Everyday Double Clothesline Dimensions: 2.2m wide x 1.2m deep (off wall) Beach Colour: Pebble



Downpipes
Colorbond downpipes
Colour: Monument

13.0 APPLIANCES



Cooktop Fisher & Paykel Front control



Rangehood Chef 60mm Canopy Rangehood



Oven Westinghouse 60cm Oven Side handle Model: WVES613SCL 13.2

13.3

12.3

12.4

12.5

12.6

12.7

14.0 ELECTRICAL



Air Conditioner

Fujitsu 3.5kw reverse cycle split system air conditioner Model SET-ASTG12KUCA

14.2

14.3

14.4

14.5

14.6

14.1



Switches	
Clipsal - Prestiage P2000 Switch Range	
Face Plate Finish: Grey (GY)	
Switch 250V 10A (or similar depending on outlet)	



Power Point
Clipsal - Prestiage P2000 GPO Outlet Range
Face Plate Finish: Grey (GY)
Switch 250V 10A (or similar depending on outlet)



Ceiling Fan Ceiling Sweep fan
Model Clipsal - 3 blades- 3HS1200AL Ceiling Sweep fan 3
Aluminimum blade 1200mm



General Down Light (Type 1)
ECOGEM S9041 TC WH LED Down lite

1	ł
-	

Downlight (Type 2)	
ECOGEM S9041 TC	WH Dimmable LED Down lite



LED Garage ceiling Light SAL Led Low profile batten blade Model - SAL SL 9709/120



Internal night light Model Clipsal - 360 Infrascan Passive Infrared Motion sensor

14.8

External Wall Light



Titanium LED Up & Down Wall Pillar Light Colour: Titanium Product code HV1087G U10C Input Voltage 240v AC Power:10w (2 x 5w) Globe Beam Angle 120 degrees



Wall Mounted Sensor Clipsal Motion Sensor Outdoor, Infrascan 250V 10A 3 Wire – Outdoor Model 14.10

15.1

15.2

15.3

15.4

14.9

15.0 LOCKS



Gate

Lokklatch Magnetic Gate Lock Model Name: LokkLatch Handle Style Dual Locking Latch Model No. LLMLDBTRB Dimensions (mm): W:270 H:60 L:300 Finish:Black



Windows Cayinya Classic Range Sliding Window



Doors
Gainsborough
Aurora Lever handles
Brushed Chrome



9 of 10

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Gainsborough Horizon pull handle 600 end to end 450 centre to centre Finish : stainless steel

16.0 MICS		
	Hot Water System Thermann C7 Gas Hot Water System- Instantaneous	16.1
	Garage Door Icon Style Color bond Monument	16.2
	Letter Box Northcote Pottery 36 x 90 Charcoal Plymouth Pillar	16.3
17.0 WINDOW TREATME	INTS	
	Roller Blinds Affinity- Whitsunday Roller Blinds	17.1



Vertical Blinds 89mm slats White tracks

8 AS 400-1997 General Conditions of Contract



GENERAL CONDITIONS OF CONTRACT

Shire of Irwin of 11-13 Waldeck Street Dongara

ABN: 96 734 531 282

(Principal)

and

Contractor Details: To be completed on Tender award

(Contractor)

(together, the Parties)

AS 4000----1997 (Incorporating Amendment Nos. 1, 2 & 3)

Australian Standard[™]

General conditions of contract

This Australian Standard was prepared by Committee OB/3 – General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 25 July 1997 and published on 5 August 1997.

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Association of Consulting Engineers Australia

Australasian Railways Association

Australian Chamber of Commerce and Industry

Australian Procurement and Construction Council

AUSTROADS

Construction Industry Engineering Services Group

Construction Policy Steering Committee

Electricity Supply Association of Australia

Institution of Engineers, Australia

Institution of Professional Engineers, New Zealand

Law Council of Australia

Master Builders Australia

National Construction Council / MTIA

Process Engineers and Constructors Association

Royal Australian Institute of Architects

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AS 4000 — 1997

General conditions of contract

Incorporating: Amdt 1—1999 Amdt 2—2000 Amdt 3—2005

Preface

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB/3, General Conditions of Contract.

This Standard incorporates Amendment 1 (August 1999), Amendment 2 (October 2000), and Amendment 3 (March 2005). The changes required by the Amendments are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure, or part thereof affected.

This Standard is the result of a consensus among Australian and New Zealand representatives on the Joint Committee to produce it as an Australian Standard.

Subclauses 8.6 and 29.2 (prefixed by an asterisk) are optional, and may be omitted in the Contract, where necessary, without making consequential amendments but such omission should be clearly shown on the face of the document by striking out these subclauses or indicating clearly in clause 1 of Annexure Part B or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 on page 5 for the effect of stating deletions in Annexure Part B.

Warning

Users of this Australian Standard are warned that clause 15 (Damage to persons and property other than work under the Contract ('WUC')) does not limit the liability of parties for special, indirect or consequential losses.

This unlimited liability applies notwithstanding any limitations or exclusions permitted under insurance clauses 16 (Insurance of the Works) and 17 (Public liability insurance).

Parties wishing to limit their liability should seek insurance and legal advice before entering a contract under this Standard.

Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.

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1 Interpretation and construction of Contract

In the Contract, except where the context otherwise requires:

ltem	means an Item in Annexure Part A;	
bill of quantities	means a document named therein as a bill of quantities issued to tenderers by or on behalf of the <i>Principal</i> , stating estimated quantities of <i>work</i> to be carried out;	
certificate of practical completion	has the meaning in subclause 34.6;	
compensable cause	means:	
	a) any act, default or omission of the <i>Superintendent</i> , the <i>Principal</i> or its consultants, agents or other contractors (not being employed by the <i>Contractor</i>); or	
	b) those listed in Item 26;	
construction program	has the meaning in clause 32;	
construction plant	<i>nt</i> means appliances and things used in the carrying out of <i>WUC</i> but not forming part of <i>the Works</i> ;	
Contract	has the meaning in clause 6;	
contract sum	means:	
	a) where the <i>Principal</i> accepted a lump sum, the lump sum;	
	b) where the <i>Principal</i> accepted rates, the sum of the products ascertained by multiplying the rates by the corresponding quantities in the priced <i>bill of quantities</i> or <i>schedule of rates</i> ; or	
	c) where the <i>Principal</i> accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b),	
	including <i>provisional sums</i> but excluding any additions or deductions which may be required to be made under the <i>Contract</i> ;	
Contractor	means the person bound to carry out and complete WUC;	
date of acceptance of tender	means the date which appears on the written notice of acceptance of the tender;	
date for practical	means:	
completion	a) where Item 7(a) provides a date for practical completion, the date;	
	b) where <i>Item</i> 7(b) provides a period of time for <i>practical completion</i> , the last day of the period,	
	but if any <i>EOT</i> for <i>practical completion</i> is directed by the <i>Superintendent</i> or allowed in any arbitration or litigation, it means the date resulting therefrom;	

1

date of practical	means:	
completion	a) the date evidenced in a <i>certificate of practical completion</i> as the date upon which <i>practical completion</i> was reached; or	
	b) where another date is determined in any arbitration or litigation as the date upon which <i>practical completion</i> was reached, that other date;	
deed of guarantee, undertaking and substitution	has the meaning in subclause 5.6;	
defects	has the meaning in clause 35 and includes omissions;	
defects liability period	has the meaning in clause 35;	
dispute	has the meaning in clause 42;	
direction	includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;	
EOT (from 'extension of time')	has the meaning in subclause 34.3;	
excepted risk	has the meaning in subclause 14.3;	
final certificate	has the meaning in subclause 37.4;	
final payment	has the meaning in clause 37;	
final payment claim	means the final payment claim referred to in subclause 37.4;	
Intellectual property right	means any patent, registered design, trademark or name, copyright or other protected right;	
latent condition	has the meaning in subclause 25.1;	
legislative requirement	includes:	
	a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where <i>WUC</i> or the particular part thereof is being carried out;	
	b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of <i>WUC</i> ; and	
	c) fees and charges payable in connection with the foregoing;	
practical completion	is that stage in the carrying out and completion of WUC when:	
	a) the Works are complete except for minor defects:	
	 which do not prevent <i>the Works</i> from being reasonably capable of being used for their stated purpose; 	
	ii) which the Superintendent determines the Contractor has reasonable grounds for not promptly rectifying; and	
	iii) the rectification of which will not prejudice the convenient use of the Works;	

	passed before the Works reach practical completion have been carried out and passed; and
	c) documents and other information required under the <i>Contract</i> which, in the <i>Superintendent's</i> opinion, are essential for the use, operation and maintenance of <i>the Works</i> have been supplied;
prescribed notice	has the meaning in subclause 41.1;
Principal	means the Principal stated in Item 1;
progress certificate	has the meaning in subclause 37.2;
provisional sum	has the meaning in clause 3 and includes monetary sum, contingency sum and prime cost item;
public liability policy	has the meaning in clause 17;
qualifying cause of delay	means:
	a) any act, default or omission of the <i>Superintendent</i> , the <i>Principal</i> or its consultants, agents or other contractors (not being employed by the <i>Contractor</i>); or
	b) other than:
	i) a breach or omission by the Contractor;
	ii) industrial conditions or inclement weather occurring after the <i>date</i> for practical completion; and
	iii) stated in Item 23;
schedule of rates	means any schedule included in the <i>Contract</i> which, in respect of any section or item of <i>work</i> to be carried out, shows the rate or respective rates of payment for the execution of that <i>work</i> and which may also include lump sums, <i>provisional sums</i> , other sums, quantities and prices;
security	means:
	a) cash;
	b) retention moneys;
	c) bonds or inscribed stock or their equivalent issued by a national, state or territory government;
	 d) interest bearing deposit in a bank carrying on business at the place stated in <i>Item</i> 9(c);
	e) an approved unconditional undertaking (the form in Annexure Part C is approved) or an approved performance undertaking given by an approved financial institution or insurance company; or
	f) other form approved by the party having the benefit of the security;
selected subcontract work	has the meaning in subclause 9.3;
selected subcontractor	has the meaning in subclause 9.3;
separable portion	means a portion of <i>the Works</i> identified as such in the <i>Contract</i> or by the <i>Superintendent</i> pursuant to clause 4;

site	means the lands and other places to be made available and any other lands and places made available to the <i>Contractor</i> by the <i>Principal</i> for the purpose of the <i>Contract</i> ;
Superintendent	means the person stated in <i>Item</i> 5 as the <i>Superintendent</i> or other person from time to time appointed in writing by the <i>Principal</i> to be the <i>Superintendent</i> and notified as such in writing to the <i>Contractor</i> by the <i>Principal</i> and, so far as concerns the functions exercisable by a <i>Superintendent's Representative</i> , includes a <i>Superintendent's Representative</i> ;
Superintendent's Representative	means an individual appointed in writing by the Superintendent under clause 21;
survey mark	in clause 26 means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring <i>WUC</i> ;
temporary works	means work used in carrying out and completing WUC, but not forming part of the Works;
test	has the meaning in subclause 30.1 and includes examine and measure;
the Works	means the whole of the <i>work</i> to be carried out and completed in accordance with the <i>Contract</i> , including <i>variations</i> provided for by the <i>Contract</i> , which by the <i>Contract</i> is to be handed over to the <i>Principal</i> ;
variation	has the meaning in clause 36;
work	includes the provision of materials;
WUC (from 'work under the Contract')	means the work which the Contractor is or may be required to carry out and complete under the Contract and includes variations, remedial work, construction plant and temporary works,
	and like words have a corresponding meaning.
	In the Contract:
	a) references to days mean calendar days and references to a person include an individual, firm or a body, corporate or unincorporate;
	b) time for doing any act or thing under the <i>Contract</i> shall, if it ends on a Saturday, Sunday or Statutory or Public Holiday, be deemed to end on the day next following which is not a Saturday, Sunday or Statutory or Public Holiday;
	c) clause headings and subclause headings in these General Conditions of Contract shall not form part of these General Conditions and shall not be used in the interpretation of the <i>Contract</i> ;
	d) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender;

- e) communications between the *Principal*, the *Superintendent* and the *Contractor* shall be in the English language;
- f) measurements of physical quantities shall be in legal units of measurement of the jurisdiction in *Item* 8;

- g) unless otherwise provided, prices are in the currency in *Item* 9(a) and payments shall be made in that currency at the place in *Item* 9(b);
- h) the law governing the *Contract*, its interpretation and construction, and any agreement to arbitrate, is the law of the jurisdiction in *Item* 8; and
- i) if pursuant to Annexure Part B to these General Conditions of Contract, clauses or their parts in these General Conditions are deleted, the *Contract* shall be read and construed as though the clause or its part has been deleted, whether or not that particular clause or its part has been struck from these General Conditions.

2 Nature of Contract

2.1 Performance and payment

The Contractor shall carry out and complete WUC in accordance with the Contract and directions authorised by the Contract.

The Principal shall pay the Contractor:

- a) for work for which the *Principal* accepted a lump sum, the lump sum; and
- b) for work for which the *Principal* accepted rates, the sum of the products ascertained by multiplying the measured quantity of each section or item of work actually carried out under the *Contract* by the rate accepted by the *Principal* for the section or item,

adjusted by any additions or deductions made pursuant to the Contract.

2.2 Bill of quantities

The Alternative in Item 10(a) applies.

Alternative 1

A bill of quantities forms part of the Contract and shall be priced in accordance with subclause 2.3.

Alternative 2

A bill of quantities does not form part of the Contract and shall not be priced in accordance with subclause 2.3 unless so stated in Item 10(b).

2.3 Priced bill of quantities

Where a bill of quantities is to be priced:

- a) all items included in the *bill of quantities* shall be priced and extended by the *Contractor* and the prices as extended shall on addition equal the sum accepted by the *Principal* for carrying out the whole of the *work* to which the *bill of quantities* relates;
- b) the Contractor shall lodge the bill of quantities so priced and extended with the Superintendent before the expiration of the time for lodgement stated in Item 10(c) or such further time as may be directed by the Superintendent from time to time;

c) notwithstanding any other provision of the *Contract*, the *Contractor* shall not be entitled to payment until the *Contractor* has lodged the *bill of quantities* so priced and extended.

If the aggregate amount in a priced *bill of quantities* does not equal the sum accepted for the *work*, the subject of the *bill of quantities*, the *Superintendent* shall (unless the parties agree within 7 days of notification) determine an appropriate correction of errors and inconsistencies in rates and prices therein, so that the aggregate amount equals such sum.

2.4 Quantities

Quantities in a *bill of quantities* or *schedule of rates* are estimated quantities only.

The Superintendent is not required to give a direction by reason of the actual quantity of an item required to perform the Contract being greater or less than the quantity shown in a bill of quantities which forms part of the Contract or schedule of rates.

2.5 Adjustment for actual quantities

Where, otherwise than by reason of a *direction* to vary *WUC*, the actual quantity of an item required to perform the *Contract* is greater or less than the quantity shown in a *bill of quantities* which forms part of the *Contract* or *schedule of rates*:

- a) the *Principal* accepted a lump sum for the item, the difference shall be a deemed variation;
- b) the *Principal* accepted a rate for the item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy for a quantity in a *schedule of rates* are stated in *Item* 11, the rate shall apply to the greater or lesser quantities within the limits, and quantities outside the limits shall be a deemed *variation*.

If such a *bill of quantities* or *schedule of rates* omits an item which should have been included, the item shall be a deemed *variation*.

Notwithstanding the preceding provisions of this subclause in respect of a *bill of quantities*, a *variation* shall not be deemed for actual quantities of an item pursuant to paragraph (a), or for an omitted item or any adjustment made for actual quantities of an item pursuant to paragraph (b), if the difference, the value of the omitted item or the adjustment respectively is less than \$400.

3 Provisional sums

A provisional sum included in the Contract shall not itself be payable by the Principal but where pursuant to a direction the work or item to which the provisional sum relates is carried out or supplied by the Contractor, the work or item shall be priced by the Superintendent, and the difference shall be added to or deducted from the contract sum. Where any part of such *work* or item is carried out or supplied by a subcontractor, the *Superintendent* shall allow the amount payable by the *Contractor* to the subcontractor for the *work* or item, disregarding:

- a) any damages payable by the *Contractor* to the subcontractor or vice versa; and
- b) any deduction of cash discount for prompt payment,

plus an amount for profit and attendance calculated by using the percentage thereon stated in *Item* 12 or elsewhere in the *Contract*, or, if not so stated, as assessed by the *Superintendent*.

4 Separable portions

Separable portions may be directed by the Superintendent, who shall clearly identify for each, the:

- a) portion of the Works;
- b) date for practical completion; and
- c) respective amounts for *security*, bonus, liquidated damages and delay damages (all calculated pro-rata according to the ratio of the *Superintendent*'s valuation of the *separable portion* to the *contract sum*).

5 Security

5.1 Provision

Security shall be provided in accordance with *Item* 13 or 14. All delivered *security*, other than cash or retention moneys, shall be transferred in escrow.

5.2 Recourse

Security shall be subject to recourse by a party who remains unpaid after the time for payment where at least 5 days have elapsed since that party notified the other party of intention to have recourse.

5.3 Change of security

At any time a party providing retention moneys or cash *security* may substitute another form of *security*. To the extent that another form of *security* is provided, the other party shall not deduct, and shall promptly release and return, retention moneys and cash *security*.

5.4 Reduction and release

Upon the issue of the *certificate of practical completion* a party's entitlement to *security* (other than in *Item* 13(e)) shall be reduced by the percentage or amount in *Item* 13(f) or 14(d) as applicable, and the reduction shall be released and returned within 14 days to the other party.

The *Principal's* entitlement to *security* in *Item* 13(e) shall cease 14 days after incorporation into *the Works* of the plant and materials for which that *security* was provided.

A party's entitlement otherwise to security shall cease 14 days after final certificate.

Upon a party's entitlement to *security* ceasing, that party shall release and return forthwith the *security* to the other party.

5.5 Trusts and interest

Except where held by a government department or agency or a municipal, public or statutory authority, any portion of *security* (and interest earned thereon) which is cash or retention moneys, shall be held in trust for the party providing them until the *Principal* or the *Contractor* is entitled to receive them.

Interest earned on *security* not required to be held in trust shall belong to the party holding that *security*.

5.6 Deed of guarantee, undertaking and substitution

Where:

- a) a party is a related or subsidiary corporation (as defined in the applicable corporations law of the jurisdiction); and
- b) a form of *deed of guarantee*, *undertaking and substitution* was included in the tender documents,

that party shall, within 14 days after receiving a written request from the other party, provide such *deed of guarantee, undertaking and substitution* duly executed and enforceable.

6 Evidence of Contract

Until a formal instrument of agreement is executed by the parties, documents evidencing the parties' consensus shall constitute the *Contract*. If such *Contract* requires a formal instrument of agreement, the *Principal* shall, within 28 days of the *date of acceptance of tender*, send it in duplicate for execution by the *Contractor*. Within 14 days after receiving them, the *Contractor* shall (if they are correct) properly execute both copies and return them.

Within 14 days after receiving them, the *Principal* shall execute both copies, have them stamped as necessary and send one copy to the *Contractor*.

The Superintendent may extend the time under this clause by written notice to the parties.

7 Service of notices

A notice (and other documents) shall be deemed to have been given and received:

- a) if addressed or delivered to the relevant address in the *Contract* or last communicated in writing to the person giving the notice; and
- b) on the earliest date of:
 - i) actual receipt;
 - ii) confirmation of correct transmission of fax; or
 - iii) 3 days after posting.

8 Contract documents

8.1 Discrepancies

Figured shall prevail over scaled dimensions in a discrepancy. Otherwise, if either party discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out *WUC*, that party shall give the *Superintendent* written notice of it. The *Superintendent*, thereupon, and upon otherwise becoming aware, shall direct the *Contractor* as to the interpretation and construction to be followed.

If compliance with any such *direction* under this subclause causes the *Contractor* to incur more or less cost than otherwise would have been incurred had the *direction* not been given, the difference shall be assessed by the *Superintendent* and added to or deducted from the *contract sum*.

8.2 Principal-supplied documents

The *Principal* shall supply to the *Contractor* the documents and number of copies thereof, both stated in *Item* 15.

They shall:

- a) remain the *Principal's* property and be returned to the *Principal* on written demand; and
- b) not be used, copied nor reproduced for any purpose other than WUC.

8.3 Contractor-supplied documents

The Contractor shall supply to the Superintendent the documents and number of copies thereof, both stated elsewhere in the Contract.

If the *Contractor* submits documents to the *Superintendent*, then except where the *Contract* otherwise provides:

- a) the Superintendent shall not be required to check such documents for errors, omissions, inconsistencies, ambiguities, discrepancies or compliance with the Contract;
- b) notwithstanding clause 20, any *Superintendent's* acknowledgment or approval shall not prejudice the *Contractor's* obligations; and

c) if the Contract requires the Contractor to obtain the Superintendent's direction about such documents, the Superintendent shall give, within the time stated in Item 16, the appropriate direction, including reasons if the documents are not suitable.

Copies of documents supplied by the *Contractor* shall be the *Principal's* property but shall not be used or copied otherwise than for the use, repair, maintenance or alteration of *the Works*.

8.4 Availability

The Contractor shall keep available to the Superintendent and the Principal:

- a) on *site*, one complete set of documents affecting *WUC* and supplied by a party or the *Superintendent*; and
- b) at the place of manufacture or assembly of any significant part of *WUC* off *site*, a set of the documents affecting that part.

8.5 Confidential information

The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after *final certificate* or earlier termination of the *Contract*. If so required by the *Contractor*, the *Principal* shall ensure that the *Superintendent* also enters into such an agreement.

*8.6 Media

The Contractor shall not disclose any information concerning the project for distribution through any communications media without the *Principal's* prior written approval (which shall not be unreasonably withheld). The *Contractor* shall refer to the *Principal* any enquiries from any media concerning the project.

9 Assignment and subcontracting

9.1 Assignment

Neither party shall, without the other's prior written approval (including terms) assign the *Contract* or any payment or any other right, benefit or interest thereunder.

9.2 Subcontracting generally

The *Contractor* shall not without the *Superintendent's* prior written approval (which shall not be unreasonably withheld):

- a) subcontract or allow a subcontractor to subcontract any work described in *Item* 17; or
- b) allow a subcontractor to assign a subcontract or any payment or any other right, benefit or interest thereunder.

With a request for approval, the *Contractor* shall give the *Superintendent* written particulars of the *work* to be subcontracted and the name and address of the proposed subcontractor. The *Contractor* shall give the *Superintendent* other information which the *Superintendent* reasonably requests, including the proposed subcontract documents without prices.

Within 14 days of the *Contractor's* request for approval, the *Superintendent* shall give the *Contractor* written notice of approval or of the reasons why approval is not given.

Approval may be conditional upon the subcontract including:

- a) provision that the subcontractor shall not assign nor subcontract without the *Contractor's* written consent; and
- b) provisions which may be reasonably necessary to enable the *Contractor* to fulfil the *Contractor*'s obligations to the *Principal*.

9.3 Selected subcontract work

If the *Principal* has included in the invitation to tender a list of one or more selected subcontractors for particular work, the *Contractor* shall subcontract that work to a selected subcontractor and thereupon give the *Superintendent* written notice of that selected subcontractor's name.

If no subcontractor on the *Principal's* list will subcontract to carry out the *selected subcontract work*, the *Contractor* shall provide a list for the written approval of the *Superintendent*.

9.4 Novation

When directed by the *Principal*, the *Contractor*, without being entitled to compensation, shall promptly execute a deed of novation in the form included in the invitation to tender, such deed being between the *Principal*, the *Contractor* and the subcontractor or *selected subcontractor* stated in *Item* 18 for the particular part of *WUC*.

9.5 Contractor's responsibility

Except where the *Contract* otherwise provides, the *Contractor* shall be liable to the *Principal* for the acts, defaults and omissions of subcontractors (including *selected subcontractors*) and employees and agents of subcontractors as if they were those of the *Contractor*.

Approval to subcontract shall not relieve the *Contractor* from any liability or obligation under the *Contract*.

10 Intellectual property rights

The *Principal* warrants that, unless otherwise provided in the *Contract*, design, materials, documents and methods of working, each specified in the *Contract* or provided or directed by the *Principal* or the *Superintendent* shall not infringe any *intellectual property right*.

The *Contractor* warrants that any other design, materials, documents and methods of working, each provided by the *Contractor*, shall not infringe any *intellectual property right*.

Each party shall indemnify the other against such respective infringements.

11 Legislative requirements

11.1 Compliance

The Contractor shall satisfy all legislative requirements except those in *Item* 19(a) or directed by the Superintendent to be satisfied by or on behalf of the Principal.

The Contractor, upon finding that a legislative requirement is at variance with the Contract, shall promptly give the Superintendent written notice thereof.

11.2 Changes

If a legislative requirement:

- a) necessitates a change:
 - i) to the Works;
 - ii) to so much of WUC as is identified in Item 19(b);
 - iii) being the provision of services by a municipal, public or other statutory authority in connection with *WUC*; or
 - iv) in a fee or charge or payment of a new fee or charge;
- b) comes into effect after the 14th day before the closing of tenders but could not reasonably then have been anticipated by a competent *Contractor*; and
- c) causes the *Contractor* to incur more or less cost than otherwise would have been incurred,

the difference shall be assessed by the Superintendent and added to or deducted from the contract sum.

12 Protection of people and property

Insofar as compliance with the Contract permits, the Contractor shall:

- a) take measures necessary to protect people and property;
- b) avoid unnecessary interference with the passage of people and vehicles; and
- c) prevent nuisance and unreasonable noise and disturbance.

If the *Contractor* damages property, the *Contractor* shall promptly rectify the damage and pay any compensation which the law requires the *Contractor* to pay.

If the Contractor fails to comply with an obligation under this clause, the *Principal*, after the Superintendent has given reasonable written notice to the Contractor and in addition to the Principal's other rights and remedies, may have the obligation performed by others. The cost thereby incurred shall be certified by the Superintendent as moneys due from the Contractor to the Principal.

13 Urgent protection

If urgent action is necessary to protect WUC, other property or people and the Contractor fails to take the action, in addition to any other remedies of the Principal, the Superintendent may take the necessary action. If the action was action which the Contractor should have taken at the Contractor's cost, the Superintendent shall certify the cost incurred as moneys due from the Contractor to the Principal.

If time permits, the *Superintendent* shall give the *Contractor* prior written notice of the intention to take action pursuant to this clause.

14 Care of the work and reinstatement of damage

14.1 Care of WUC

Except as provided in subclause 14.3, the *Contractor* shall be responsible for care of:

- a) the whole of WUC from and including the date of commencement of WUC to 4:00 pm on the *date of practical completion*, at which time responsibility for the care of *the Works* (except to the extent provided in paragraph (b)) shall pass to the *Principal*; and
- b) outstanding work and items to be removed from the site by the Contractor after 4:00 pm on the date of practical completion until completion of outstanding work or compliance with clauses 29, 30 and 35.

Without limiting the generality of paragraph (a), the Contractor shall be responsible for the care of unfixed items accounted for in a progress certificate and the care and preservation of things entrusted to the Contractor by the Principal or brought onto the site by subcontractors for carrying out WUC.

14.2 Reinstatement

If loss or damage, other than that caused by an *excepted risk*, occurs to *WUC* during the period of the *Contractor*'s care, the *Contractor* shall, at its cost, rectify such loss or damage.

In the event of loss or damage being caused by any of the *excepted risks* (whether or not in combination with other risks), the *Contractor* shall to the extent directed by the *Superintendent*, rectify the loss or damage and such rectification shall be a deemed variation. If loss or damage is caused by a combination of *excepted risks* and other risks, the *Superintendent* in pricing the variation shall assess the proportional responsibility of the parties.

14.3 Excepted risks

The excepted risks causing loss or damage, for which the Principal is liable, are:

- a) any negligent act or omission of the *Superintendent*, the *Principal* or its consultants, agents, employees or other contractors (not being employed by the *Contractor*);
- b) any risk specifically excepted elsewhere in the Contract;
- war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority;
- d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the *Contractor* or its subcontractors or either's employees or agents;
- e) use or occupation of any part of WUC by the Principal or its consultants, agents or other contractors (not being employed by the Contractor); and
- f) defects in the design of WUC, other than design provided by the Contractor.

15 Damage to persons and property other than WUC

15.1 Indemnity by Contractor

Insofar as this subclause applies to property, it applies to property other than WUC.

The Contractor shall indemnify the Principal against:

- a) loss of or damage to the Principal's property; and
- b) claims in respect of personal injury or death or loss of, or damage to, any other property,

arising out of or as a consequence of the carrying out of WUC, but the indemnity shall be reduced proportionally to the extent that the act or omission of the *Superintendent*, the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*) may have contributed to the injury, death, loss or damage.

This subclause shall not apply to:

- a) the extent that the *Contractor's* liability is limited by another provision of the *Contract*;
- b) exclude any other right of the *Principal* to be indemnified by the *Contractor*;
- c) things for the care of which the *Contractor* is responsible under subclause 14.1;
- d) damage which is the unavoidable result of the construction of the Works in accordance with the Contract; and

e) claims in respect of the *Principal's* right to have WUC carried out.

15.2 Indemnity by Principal

The *Principal* shall indemnify the *Contractor* in respect of damage referred to in paragraph (d) of subclause 15.1 and claims referred to in paragraph (e) of subclause 15.1.

16 Insurance of the Works

The Alternative in Item 20(a) applies.

Alternative 1: Contractor to insure

Before commencing WUC, the Contractor shall insure all the things referred to in subclause 14.1 against loss or damage resulting from any cause until the Contractor ceases to be responsible for their care.

Without limiting the generality of the obligation to insure, such insurance shall cover the *Contractor's* liability under subclause 14.2 and things in storage off *site* and in transit to the *site* but may exclude:

- a) the cost of making good fair wear and tear or gradual deterioration, but shall not exclude the loss or damage resulting therefrom;
- b) the cost of making good faulty design, workmanship and materials, but shall not exclude the loss or damage resulting therefrom;
- c) consequential loss of any kind, but shall not exclude loss of or damage to *the Works*;
- d) damages for delay in completing or for the failure to complete *the Works*;
- e) loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause;
- f) loss or damage resulting from the *excepted risks* referred to in paragraphs (b) and (c) of subclause 14.3.

The insurance cover shall be for an amount not less than the aggregate of the:

- a) contract sum;
- b) provision in *Item* 20(b) to provide for costs of demolition and removal of debris;
- c) provision in *Item* 20(c) for consultants' fees;
- d) value in *Item* 20(d) of any materials or things to be supplied by the *Principal* for the purposes of *WUC*; and
- e) additional amount or percentage in *Item* 20(e) of the total of the items referred to in sub-paragraphs (a) to (d) of this paragraph.

Insurance shall be in the joint names of the parties, shall cover the parties and all subcontractors whenever engaged in *WUC* for their respective rights, interests and liabilities and, except where the *Contract* otherwise provides, shall be with an insurer and in terms both approved in writing by the *Principal* (which approvals shall not be unreasonably withheld). The insurance shall be maintained until the *Contractor* ceases to be responsible under subclause 14.1 for the care of anything.

Alternative 2: Principal to insure

Before the date of acceptance of tender, the Principal shall insure WUC in the terms of the policy included in the tender documents and nominating or stating the insurer. The Principal shall maintain such insurance while ever the Contractor has an interest in WUC.

17 Public liability insurance

The Alternative in Item 21(a) applies.

Alternative 1: Contractor to insure

Before commencing WUC, the Contractor shall effect and maintain for the duration of the Contract, a public liability policy.

The policy shall:

- a) be in the joint names of the parties;
- b) cover the:
 - i) respective rights and interests; and
 - ii) liabilities to third parties,

of the parties, the *Superintendent* and subcontractors from time to time, whenever engaged in WUC;

- c) cover the parties' respective liability to each other for loss or damage to property (other than property required to be insured by clause 16) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);
- d) be endorsed to cover the use of any *construction plant* not covered under a comprehensive or third party motor vehicle insurance policy;
- e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in *Item* 21(b); and
- f) be with an insurer and otherwise in terms both approved in writing by the *Principal* (which approvals shall not be unreasonably withheld).

Alternative 2: Principal to insure

Before the *date of acceptance of tender*, the *Principal* shall effect in relation to *WUC*, a *public liability policy* in the terms of the policy included in the tender documents and nominating or stating the insurer. The *Principal* shall maintain such insurance while ever the *Contractor* has an interest in *WUC*.

18 Insurance of employees

Before commencing WUC, the Contractor shall insure against statutory and common law liability for death of or injury to persons employed by the Contractor. The insurance cover shall be maintained until completion of all WUC.

Where permitted by law, the insurance policy or policies shall be extended to provide indemnity for the *Principal's* statutory liability to the *Contractor's* employees.

The *Contractor* shall ensure that all subcontractors have similarly insured their employees.

19 Inspection and provisions of insurance policies

19.1 Proof of insurance

Before the *Contractor* commences *WUC* and whenever requested in writing by the other party, a party liable to insure shall provide satisfactory evidence of such insurance effected and maintained.

Insurance shall not limit liabilities or obligations under other provisions of the Contract.

19.2 Failure to produce proof of insurance

If after being so requested, a party fails promptly to provide satisfactory evidence of compliance with clause 16, 17 or 18, then without prejudice to other rights or remedies, the other party may insure and the cost thereof shall be certified by the *Superintendent* as moneys due and payable from the party in default to the other party. Where the defaulting party is the *Contractor*, the *Principal* may refuse payment until such evidence is produced by the *Contractor*.

19.3 Notices from or to insurer

The party insuring under clause 16 or 17 shall ensure that each insurance policy contains provisions acceptable to the other party which:

- a) requires the insurer to inform both parties, whenever the insurer gives a party or a subcontractor a notice in connection with the policy;
- b) provides that a notice of claim given to the insurer by either party, the *Superintendent* or a subcontractor shall be accepted by the insurer as a notice of claim given by both parties, the *Superintendent* and the subcontractor; and
- c) requires the insurer, whenever the party fails to maintain the policy, promptly to give written notice thereof to both parties and prior to cancellation of the policy.

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19.4 Notices of potential claims

A party shall, as soon as practicable, inform the other party in writing of any occurrence that may give rise to a claim under an insurance policy required by clause 16 or 17 and shall keep the other party informed of subsequent developments concerning the claim. The *Contractor* shall ensure that subcontractors in respect of their operations similarly inform the parties.

19.5 Settlement of claims

Upon settlement of a claim under the insurance required by clause 16:

- a) to the extent that reinstatement has been the subject of a payment or allowance by the *Principal* to the *Contractor*, if the *Contractor* has not completed such reinstatement, insurance moneys received shall, if requested by either party, be paid into an agreed bank account in the joint names of the parties. As the *Contractor* reinstates the loss or damage, the *Superintendent* shall certify against the joint account for the cost of reinstatement; and
- b) to the extent that reinstatement has not been the subject of a payment or allowance by the *Principal* to the *Contractor*, the *Contractor* shall be entitled immediately to receive from insurance moneys received, the amount of such moneys so paid in relation to any loss suffered by the *Contractor*.

19.6 Cross liability

Any insurance required to be effected in joint names in accordance with the *Contract* shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

20 Superintendent

The *Principal* shall ensure that at all times there is a *Superintendent*, and that the *Superintendent* fulfils all aspects of the role and functions reasonably and in good faith.

Except where the *Contract* otherwise provides, the *Superintendent* may give a *direction* orally but shall as soon as practicable confirm it in writing. If the *Contractor* in writing requests the *Superintendent* to confirm an oral *direction*, the *Contractor* shall not be bound to comply with the *direction* until the *Superintendent* does so.

21 Superintendent's Representative

The *Superintendent* may from time to time appoint individuals to exercise delegated *Superintendent's* functions, provided that:

- a) no aspect of any function shall at any one time be the subject of delegation to more than one *Superintendent's Representative;*
- b) delegation shall not prevent the *Superintendent* exercising any function;
- c) the *Superintendent* forthwith gives the *Contractor* written notice of respectively:
 - i) the appointment, including the *Superintendent's Representative's* name and delegated functions; and
 - ii) the termination of each appointment; and
- d) if the *Contractor* makes a reasonable objection to the appointment of a *Superintendent's Representative*, the *Superintendent* shall terminate the appointment.

22 Contractor's representative

The Contractor shall superintend WUC personally or by a competent representative. Matters within a Contractor's representative's knowledge (including *directions* received) shall be deemed to be within the Contractor's knowledge.

The Contractor shall forthwith give the Superintendent written notice of the representative's name and any subsequent changes.

If the *Superintendent* makes a reasonable objection to the appointment of a representative, the *Contractor* shall terminate the appointment and appoint another representative.

23 Contractor's employees and subcontractors

The Superintendent may direct the Contractor to have removed, within a stated time, from the site or from any activity of WUC, any person employed on WUC who, in the Superintendent's opinion, is incompetent, negligent or guilty of misconduct.

24 Site

24.1 Possession

Provided the Contractor has complied with subclause 19.1, the Principal shall before the expiry of the time in Item 22, give the Contractor possession of sufficient of the site for commencement of WUC on site. If the Principal has not given the Contractor possession of the whole site, the Principal shall give the Contractor possession of such further portions of the site as may, from time to time, be necessary for carrying out WUC. Subject to subclause 39.7, delay by the Principal in giving possession shall not be a breach of the Contract.

Possession of the *site* shall confer on the *Contractor* a right to only such use and control as is necessary to enable the *Contractor* to carry out *WUC* and shall exclude camping, residential purposes and any purpose not connected with *WUC*, unless approved by the *Superintendent*.

24.2 Access for Principal and others

The *Principal* and the *Principal's* employees, consultants and agents may at any time after reasonable written notice to the *Contractor*, have access to any part of the *site* for any purpose. The *Contractor* shall permit persons engaged by the *Principal* to carry out *work* on the *site* other than *WUC* and shall cooperate with them. The *Principal* shall give to the *Contractor* the names and roles of the persons so engaged.

The Contractor shall at all reasonable times give the Superintendent access to WUC.

The *Principal* shall ensure that none of the persons referred to in this subclause impedes the *Contractor*.

24.3 Minerals, fossils and relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the *site* shall as between the parties be and remain the property of the *Principal*. Immediately upon the discovery of these things the *Contractor* shall:

a) take precautions to prevent their loss, removal or damage; and

b) give the Superintendent written notice of the discovery.

All costs so incurred by the *Contractor* shall be assessed by the *Superintendent* and added to the *contract sum*.

25 Latent conditions

25.1 Scope

Latent conditions are physical conditions on the site and its near surrounds, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by a competent *Contractor* at the time of the *Contractor's* tender if the *Contractor* had inspected:

- a) all written information made available by the *Principal* to the *Contractor* for the purpose of tendering;
- b) all information influencing the risk allocation in the *Contractor's* tender and reasonably obtainable by the making of reasonable enquiries; and
- c) the *site* and its near surrounds.

25.2 Notification

The Contractor, upon becoming aware of a latent condition while carrying out WUC, shall promptly, and where possible before the latent condition is disturbed, give the Superintendent written notice of the general nature thereof.

If required by the *Superintendent* promptly after receiving that notice, the *Contractor* shall, as soon as practicable, give the *Superintendent* a written statement of:

- a) the *latent condition* encountered and the respects in which it differs materially;
- b) the additional *work*, resources, time and cost which the *Contractor* estimates to be necessary to deal with the *latent condition*; and
- c) other details reasonably required by the Superintendent.

25.3 Deemed variation

The effect of the *latent condition* shall be a deemed *variation*, priced having no regard to additional cost incurred more than 28 days before the date on which the *Contractor* gave the notice required by the first paragraph of subclause 25.2 but so as to include the *Contractor's* other costs for each compliance with subclause 25.2.

26 Setting out the Works

26.1 Setting out

The Principal shall ensure that the Superintendent gives the Contractor the data, survey marks and like information necessary for the Contractor to set out the Works, together with those survey marks specified in the Contract. Thereupon the Contractor shall set out the Works in accordance with the Contract.

26.2 Errors in setting out

The Contractor shall rectify every error in the position, level, dimensions or alignment of any WUC after promptly notifying the Superintendent and unless the Superintendent within 3 days directs otherwise.

If the error was caused by incorrect data, survey marks or information given by the Superintendent, the cost incurred by the Contractor in rectifying the error shall be assessed by the Superintendent and added to the contract sum.

26.3 Care of survey marks

The Contractor shall keep in their true positions all survey marks supplied by the Superintendent.

The Contractor shall reinstate any survey mark disturbed, after promptly notifying the Superintendent and unless the Superintendent within 3 days directs otherwise.

If the disturbance was caused by the Superintendent or a person referred to in subclause 24.2 other than the Contractor, the cost incurred by the Contractor in reinstating the survey mark shall be assessed by the Superintendent and added to the contract sum.

27 Cleaning up

The *Contractor* shall keep the *site* and *WUC* clean and tidy and regularly remove rubbish and surplus material.

Within 14 days after the *date of practical completion*, the *Contractor* shall remove *temporary works* and *construction plant*. The *Superintendent* may extend the time to enable the *Contractor* to perform remaining obligations.

If the *Contractor* fails to comply with the preceding obligations in this clause, the *Superintendent* may direct the *Contractor* to rectify the non-compliance and the time for rectification.

If:

- a) the Contractor fails to comply with such a direction; and
- b) that failure has not been made good within 5 days after the *Contractor* receives written notice from the *Superintendent* that the *Principal* intends to have the subject *work* carried out by others,

the *Principal* may have that *work* so carried out and the *Superintendent* shall certify the cost incurred as moneys due from the *Contractor* to the *Principal*. The rights given by this paragraph are additional to any other rights and remedies.
28 Materials, labour and construction plant

Except where the *Contract* otherwise provides, the *Contractor* shall supply everything necessary for the proper performance of the *Contractor's* obligations and discharge of the *Contractor's* liabilities.

In respect of any materials, machinery or equipment to be supplied by the *Contractor* in connection with the *Contract*, the *Superintendent* may direct the *Contractor* to:

- a) supply particulars of the mode and place of manufacture, the source of supply, the performance capacities and other related information; and
- b) arrange reasonable inspection at such place or sources by the *Superintendent*, the *Principal* and persons authorised by the *Principal*.

The Superintendent may give the Contractor a written direction not to remove materials or construction plant from the site. Thereafter the Contractor shall not remove them without the Superintendent's prior written approval (which shall not be unreasonably withheld).

29 Quality

29.1 Quality of material and work

Unless otherwise provided the *Contractor* shall use suitable new materials and proper and tradesmanlike workmanship.

*29.2 Quality assurance

If the *Contract* elsewhere requires further quality assurance, the *Contractor* shall:

- a) plan, establish and maintain a conforming quality system; and
- b) ensure that the *Superintendent* has access to the quality system of the *Contractor* and subcontractors so as to enable monitoring and quality auditing.

Any such quality system shall be used only as an aid to achieving compliance with the *Contract* and to document such compliance. Such system shall not discharge the *Contractor's* other obligations under the *Contract*.

29.3 Defective work

If the Superintendent becomes aware of work done (including material provided) by the Contractor which does not comply with the Contract, the Superintendent shall as soon as practicable give the Contractor written details thereof. If the subject work has not been rectified, the Superintendent may direct the Contractor to do any one or more of the following (including times for commencement and completion):

- a) remove the material from the *site*;
- b) demolish the work;
- c) reconstruct, replace or correct the work; and
- d) not deliver it to the site.
- If:
- a) the Contractor fails to comply with such a direction; and
- b) that failure has not been made good within 8 days after the *Contractor* receives written notice from the *Superintendent* that the *Principal* intends to have the subject *work* rectified by others,

the *Principal* may have that *work* so rectified and the *Superintendent* shall certify the cost incurred as moneys due from the *Contractor* to the *Principal*.

29.4 Acceptance of defective work

Instead of a *direction* pursuant to subclause 29.3, the *Superintendent* may direct the *Contractor* that the *Principal* elects to accept the subject work, whereupon there shall be a deemed variation.

29.5 Timing

The Superintendent may give a direction pursuant to this clause at any time before the expiry of the last defects liability period.

30 Examination and testing

30.1 Tests

At any time before the expiry of the last *defects liability period*, the *Superintendent* may direct that any *WUC* be tested. The *Contractor* shall give such assistance and samples and make accessible such parts of *WUC* as may be directed by the *Superintendent*.

30.2 Covering up

The Superintendent may direct that any part of WUC shall not be covered up or made inaccessible without the Superintendent's prior written direction.

30.3 Who conducts

Tests shall be conducted as provided elsewhere in the Contract or by the Superintendent or a person (which may include the Contractor) nominated by the Superintendent.

30.4 Notice

The Superintendent or the Contractor (whichever is to conduct the test) shall give reasonable written notice to the other of the date, time and place of the test. If the other does not attend, the test may nevertheless proceed.

30.5 Delay

Without prejudice to any other right, if the *Contractor* or the *Superintendent* delays in conducting a *test*, the other, after giving reasonable written notice of intention to do so, may conduct the *test*.

30.6 Completion and results

On completion of the *tests*, the *Contractor* shall make good *WUC* so that it fully complies with the *Contract*.

Results of *tests* shall be promptly made available by each party to the other and to the *Superintendent*.

30.7 Costs

Costs in connection with testing pursuant to this clause shall be borne by the *Principal* except where the *Contract* otherwise provides or the *test* is consequent upon, or reveals a failure of the *Contractor* to comply with the *Contract* (including this clause).

31 Working hours

If the working hours and working days on the *site* are not stated elsewhere in the *Contract*, they shall be as notified by the *Contractor* to the *Superintendent* before commencement of *work* on *site*. They shall not be varied without the *Superintendent's* prior written approval, except when, in the interests of safety of persons or property, the *Contractor* finds it necessary to carry out *WUC* otherwise, whereupon the *Contractor* shall give the *Superintendent* written notice of those circumstances as early as possible.

32 Programming

The Contractor shall give the Superintendent reasonable advance notice of when the Contractor needs information, materials, documents or instructions from the Superintendent or the Principal.

The *Principal* and the *Superintendent* shall not be obliged to give any information, materials, documents or instructions earlier than the *Principal* or the *Superintendent*, as the case may be, should reasonably have anticipated at the *date of acceptance of tender*.

The Superintendent may direct in what order and at what time the various stages or portions of WUC shall be carried out. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall give the Superintendent written notice of the reasons.

A construction program is a written statement showing the dates by which, or the times within which, the various stages or portions of WUC are to be carried out or completed. It shall be deemed a Contract document.

The Superintendent may direct the Contractor to give the Superintendent a construction program within the time and in the form directed.

The *Contractor* shall not, without reasonable cause, depart from a *construction program*.

If compliance with any such *directions* under this clause, except those pursuant to the *Contractor's* default, causes the *Contractor* to incur more or less cost than otherwise would have been incurred had the *Contractor* not been given the *direction*, the difference shall be assessed by the *Superintendent* and added to or deducted from the *contract sum*.

33 Suspension

33.1 Superintendent's suspension

The Superintendent may direct the Contractor to suspend the carrying out of the whole or part of WUC for such time as the Superintendent thinks fit, if the Superintendent is of the opinion that it is necessary:

- a) because of an act, default or omission of:
 - i) the Superintendent, the Principal or its employees, consultants, agents or other contractors (not being employed by the Contractor); or
 - ii) the Contractor, a subcontractor or either's employees or agents;
- b) for the protection or safety of any person or property; or
- c) to comply with a court order.

33.2 Contractor's suspension

If the Contractor wishes to suspend the carrying out of the whole or part of WUC, otherwise than pursuant to subclause 39.9, the Contractor shall obtain the Superintendent's prior written approval. The Superintendent may approve the suspension and may impose conditions of approval.

33.3 Recommencement

As soon as the Superintendent becomes aware that the reason for any suspension no longer exists, the Superintendent shall direct the Contractor to recommence suspended WUC as soon as reasonably practicable.

The Contractor may recommence WUC suspended pursuant to subclause 33.2 or 39.9 at any time after reasonable notice to the Superintendent.

33.4 Cost

The Contractor shall bear the cost of suspension pursuant to paragraph (a)(ii) of subclause 33.1 and subclause 33.2. If the Contractor made the protection, safety or court order necessary, the Contractor shall bear the cost of suspension pursuant to paragraph (b) or (c) of subclause 33.1. If the Contractor otherwise incurs more or less cost than otherwise would have been incurred, the difference shall be assessed by the Superintendent and added to or deducted from the contract sum.

34 Time and progress

34.1 Progress

The Contractor shall ensure that WUC reaches practical completion by the date for practical completion.

34.2 Notice of delay

A party becoming aware of anything which will probably cause delay to *WUC* shall promptly give the *Superintendent* and the other party written notice of that cause and the estimated delay.

34.3 Claim

The Contractor shall be entitled to such extension of time for carrying out WUC (including reaching practical completion) as the Superintendent assesses ('EOT'), if:

- a) the Contractor is or will be delayed in reaching practical completion by a qualifying cause of delay; and
- b) the Contractor gives the Superintendent, within 28 days of when the Contractor should reasonably have become aware of that causation occurring, a written claim for an EOT evidencing the facts of causation and of the delay to WUC (including extent).

If further delay results from a *qualifying cause of delay* evidenced in a claim under paragraph (b) of this subclause, the *Contractor* shall claim an *EOT* for such delay by promptly giving the *Superintendent* a written claim evidencing the facts of that delay.

34.4 Assessment

When both non-qualifying and qualifying causes of delay overlap, the Superintendent shall apportion the resulting delay to WUC according to the respective causes' contribution.

In assessing each EOT the Superintendent shall disregard questions of whether:

- a) WUC can nevertheless reach practical completion without an EOT; or
- b) the Contractor can accelerate,

but shall have regard to what prevention and mitigation of the delay has not been effected by the *Contractor*.

34.5 Extension of time

Within 28 days after receiving the *Contractor's* claim for an *EOT*, the *Superintendent* shall give to the *Contractor* and the *Principal* a written *direction* evidencing the *EOT* so assessed. If the *Superintendent* does not do so, there shall be a deemed assessment and *direction* for an *EOT* as claimed.

Notwithstanding that the *Contractor* is not entitled to or has not claimed an *EOT*, the *Superintendent* may at any time and from time to time before issuing the *final certificate* direct an *EOT*.

34.6 Practical completion

The Contractor shall give the Superintendent at least 14 days written notice of the date upon which the Contractor anticipates that practical completion will be reached.

When the Contractor is of the opinion that practical completion has been reached, the Contractor shall in writing request the Superintendent to issue a certificate of practical completion. Within 14 days after receiving the request, the Superintendent shall give the Contractor and the Principal either a certificate of practical completion evidencing the date of practical completion or written reasons for not doing so.

If the Superintendent is of the opinion that practical completion has been reached, the Superintendent may issue a certificate of practical completion even though no request has been made.

34.7 Liquidated damages

If WUC does not reach practical completion by the date for practical completion, the Superintendent shall certify, as due and payable to the Principal, liquidated damages in Item 24 for every day after the date for practical completion to and including the earliest of the date of practical completion or termination of the Contract or the Principal taking WUC out of the hands of the Contractor.

If an EOT is directed after the Contractor has paid or the Principal has set off liquidated damages, the Principal shall forthwith repay to the Contractor such of those liquidated damages as represent the days the subject of the EOT.

34.8 Bonus for early practical completion

If the date of practical completion is earlier than the date for practical completion the Superintendent shall certify as due and payable to the Contractor the bonus in Item 25(a) for every day after the date of practical completion to and including the date for practical completion.

The *Contractor* hereby waives that part of a bonus exceeding the *Item* 25(b) amount.

34.9 Delay damages

For every day the subject of an *EOT* for a *compensable cause* and for which the *Contractor* gives the *Superintendent* a claim for delay damages pursuant to subclause 41.1, damages certified by the *Superintendent* under subclause 41.3 shall be due and payable to the *Contractor*.

35 Defects liability

The defects liability period stated in Item 27 shall commence on the date of practical completion at 4:00 pm.

The *Contractor* shall carry out rectification at times and in a manner causing as little inconvenience to the occupants or users of *the Works* as is reasonably possible.

As soon as possible after the *date of practical completion*, the *Contractor* shall rectify all *defects* existing at the *date of practical completion*.

During the *defects liability period*, the *Superintendent* may give the *Contractor* a *direction* to rectify a *defect* which:

- a) shall identify the *defect* and the date for completion of its rectification; and
- b) may state a date for commencement of the rectification and whether there shall be a separate *defects liability period* therefor (not exceeding that in *Item* 27, commencing at 4:00 pm on the date the rectification is completed and governed by this clause).

If the rectification is not commenced or completed by the stated dates, the *Principal* may have the rectification carried out by others but without prejudice to any other rights and remedies the *Principal* may have. The cost thereby incurred shall be certified by the *Superintendent* as moneys due and payable to the *Principal*.

36 Variations

36.1 Directing variations

The Contractor shall not vary WUC except as directed in writing.

The Superintendent, before the date of practical completion, may direct the Contractor to vary WUC by any one or more of the following which is nevertheless of a character and extent contemplated by, and capable of being carried out under, the provisions of the Contract:

- a) increase, decrease or omit any part;
- b) change the character or quality;
- c) change the levels, lines, positions or dimensions;
- d) carry out additional work;
- e) demolish or remove material or *work* no longer required by the *Principal*.

36.2 Proposed variations

The Superintendent may give the Contractor written notice of a proposed variation.

The *Contractor* shall as soon as practicable after receiving such notice, notify the *Superintendent* whether the proposed *variation* can be effected, together with, if it can be effected, the *Contractor's* estimate of the:

- a) effect on the construction program (including the date for practical completion); and
- b) cost (including all time-related costs, if any) of the proposed variation.

The Superintendent may direct the Contractor to give a detailed quotation for the proposed variation supported by measurements or other evidence of cost.

The Contractor's costs for each compliance with this subclause shall be certified by the Superintendent as moneys due to the Contractor.

36.3 Variations for convenience of contractor

If the Contractor requests the Superintendent to direct a variation for the convenience of the Contractor, the Superintendent may do so. The direction shall be written and may be conditional. Unless the direction provides otherwise, the Contractor shall be entitled to neither extra time nor extra money.

36.4 Pricing

The Superintendent shall, as soon as possible, price each variation using the following order of precedence:

- a) prior agreement;
- b) applicable rates or prices in the Contract;
- c) rates or prices in a priced *bill of quantities, schedule of rates* or schedule of prices, even though not *Contract* documents, to the extent that it is reasonable to use them; and
- d) reasonable rates or prices, which shall include a reasonable amount for profit and overheads,

and any deductions shall include a reasonable amount for profit but not overheads.

That price shall be added to or deducted from the contract sum.

37 Payment

37.1 Progress claims

The Contractor shall claim payment progressively in accordance with *Item* 28.

An early progress claim shall be deemed to have been made on the date for making that claim.

Each progress claim shall be given in writing to the *Superintendent* and shall include details of the value of *WUC* done and may include details of other moneys then due to the *Contractor* pursuant to provisions of the *Contract*.

37.2 Certificates

The Superintendent shall, within 14 days after receiving such a progress claim, issue to the Principal and the Contractor:

- a) a progress certificate evidencing the Superintendent's opinion of the moneys due from the Principal to the Contractor pursuant to the progress claim and reasons for any difference ('progress certificate'); and
- b) a certificate evidencing the Superintendent's assessment of retention moneys and moneys due from the Contractor to the Principal pursuant to the Contract.

If the *Contractor* does not make a progress claim in accordance with *Item* 28, the *Superintendent* may issue the *progress certificate* with details of the calculations and shall issue the certificate in paragraph (b).

If the Superintendent does not issue the progress certificate within 14 days of receiving a progress claim in accordance with subclause 37.1, that progress claim shall be deemed to be the relevant progress certificate.

The *Principal* shall within 7 days after receiving both such certificates, or within 21 days after the *Superintendent* receives the progress claim, pay to the *Contractor* the balance of the *progress certificate* after deducting retention moneys and setting off such of the certificate in paragraph (b) as the *Principal* elects to set off. If that setting off produces a negative balance, the *Contractor* shall pay that balance to the *Principal* within 7 days of receiving written notice thereof.

Neither a *progress certificate* nor a payment of moneys shall be evidence that the subject *WUC* has been carried out satisfactorily. Payment other than *final payment* shall be payment on account only.

37.3 Unfixed plant and materials

The *Principal* shall not be liable to pay for unfixed plant and materials unless they are listed in *Item* 29 and the *Contractor*:

- a) provides the additional *security* in *Item* 13(e); and
- b) satisfies the *Superintendent* that the subject plant and materials have been paid for, properly stored and protected, and labelled the property of the *Principal*.

Upon payment to the *Contractor* and the release of any additional *security* in paragraph (a), the subject plant and materials shall be the unencumbered property of the *Principal*.

37.4 Final payment claim and certificate

Within 28 days after the expiry of the last *defects liability period*, the *Contractor* shall give the *Superintendent* a written *final payment claim* endorsed 'Final Payment Claim' being a progress claim together with all other claims whatsoever in connection with the subject matter of the *Contract*.

Within 42 days after the expiry of the last *defects liability period*, the *Superintendent* shall issue to both the *Contractor* and the *Principal* a *final certificate* evidencing the moneys finally due and payable between the *Contractor* and the *Principal* on any account whatsoever in connection with the subject matter of the *Contract*.

Those moneys certified as due and payable shall be paid by the *Principal* or the *Contractor*, as the case may be, within 7 days after the debtor receives the *final certificate*.

The *final certificate* shall be conclusive evidence of accord and satisfaction, and in discharge of each party's obligations in connection with the subject matter of the *Contract* except for:

- a) fraud or dishonesty relating to *WUC* or any part thereof or to any matter dealt with in the *final certificate*;
- b) any *defect* or omission in *the Works* or any part thereof which was not apparent at the end of the last *defects liability period*, or which would not have been disclosed upon reasonable inspection at the time of the issue of the *final certificate*;
- c) any accidental or erroneous inclusion or exclusion of *any work* or figures in any computation or an arithmetical error in any computation; and
- d) unresolved issues the subject of any notice of *dispute* pursuant to clause 42, served before the 7th day after the issue of the *final* certificate.

37.5 Interest

Interest in *Item* 30 shall be due and payable after the date of default in payment.

37.6 Other moneys due

The *Principal* may elect that moneys due and owing otherwise than in connection with the subject matter of the *Contract* also be due to the *Principal* pursuant to the *Contract*.

38 Payment of workers and subcontractors

38.1 Workers and subcontractors

The *Contractor* shall give in respect of a progress claim, documentary evidence of the payment of moneys due and payable to:

- a) workers of the *Contractor* and of the subcontractors; and
- b) subcontractors,

in respect of WUC the subject of that claim.

If the *Contractor* is unable to give such documentary evidence, the *Contractor* shall give other documentary evidence of the moneys so due and payable to workers and subcontractors.

Documentary evidence, except where the *Contract* otherwise provides, shall be to the *Superintendent's* satisfaction.

38.2 Withholding payment

Subject to the next paragraph, the *Principal* may withhold moneys certified due and payable in respect of the progress claim until the *Contractor* complies with subclause 38.1.

The *Principal* shall not withhold payment of such moneys in excess of the moneys evidenced pursuant to subclause 38.1 as due and payable to workers and subcontractors.

38.3 Direct payment

Before *final payment*, the *Principal*, if not aware of a relevant relation-back day (as defined in the Corporations Law) may pay unpaid moneys the subject of subclause 38.1 directly to a worker or a subcontractor where:

- a) permitted by law;
- b) given a court order in favour of the worker or subcontractor; or
- c) requested in writing by the Contractor.

Such payment and a payment made to a worker or subcontractor in compliance with a *legislative requirement* shall be deemed to be partsatisfaction of the *Principal's* obligation to pay pursuant to subclause 37.2 or 37.4, as the case may be.

39 Default or insolvency

39.1 Preservation of other rights

If a party breaches (including repudiates) the *Contract*, nothing in this clause shall prejudice the right of the other party to recover damages or exercise any other right or remedy.

39.2 Contractor's default

If the *Contractor* commits a substantial breach of the *Contract*, the *Principal* may, by hand or by certified post, give the *Contractor* a written notice to show cause.

Substantial breaches include, but are not limited to:

- a) failing to:
 - i) provide security;
 - ii) provide evidence of insurance;
 - iii) comply with a *direction* of the *Superintendent* pursuant to subclause 29.3; or
 - iv) use the materials or standards of work required by the Contract;
- b) wrongful suspension of work;
- c) substantial departure from a *construction program* without reasonable cause or the *Superintendent's* approval;
- d) where there is no *construction program*, failing to proceed with due expedition and without delay; and

e) in respect of clause 38, knowingly providing documentary evidence containing an untrue statement.

39.3 Principal's notice to show cause

A notice under subclause 39.2 shall state:

- a) that it is a notice under clause 39 of these General Conditions of Contract;
- b) the alleged substantial breach;
- c) that the *Contractor* is required to show cause in writing why the *Principal* should not exercise a right referred to in subclause 39.4;
- d) the date and time by which the *Contractor* must show cause (which shall not be less than 7 clear days after the notice is received by the *Contractor*); and
- e) the place at which cause must be shown.

39.4 Principal's rights

If the *Contractor* fails to show reasonable cause by the stated date and time, the *Principal* may by written notice to the *Contractor*:

- a) take out of the *Contractor's* hands the whole or part of the *work* remaining to be completed and suspend payment until it becomes due and payable pursuant to subclause 39.6; or
- b) terminate the Contract.

39.5 Take out

The *Principal* shall complete *work* taken out of the *Contractor's* hands and may:

- a) use materials, equipment and other things intended for WUC; and
- b) without payment of compensation to the Contractor:
 - i) take possession of, and use such of the *construction plant* and other things on or in the vicinity of the *site* as were used by the *Contractor*; and
 - ii) contract with such of the *Contractor's* subcontractors and consultants,

as are reasonably required by the *Principal* to facilitate completion of *WUC*.

If the *Principal* takes possession of *construction plant* or other things, the *Principal* shall maintain them and, subject to subclause 39.6, on completion of the *work*, shall return such of them as are surplus.

The Superintendent shall keep records of the cost of completing the work.

39.6 Adjustment on completion of work taken out

When work taken out of the Contractor's hands has been completed, the Superintendent shall assess the cost thereby incurred and shall certify as moneys due and payable accordingly the difference between that cost (showing the calculations therefor) and the amount which would otherwise have been paid to the Contractor if the work had been completed by the Contractor.

If the *Contractor* is indebted to the *Principal*, the *Principal* may retain *construction plant* or other things taken under subclause 39.5 until the debt is satisfied. If after reasonable notice, the *Contractor* fails to pay the debt, the *Principal* may sell the *construction plant* or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the *Contractor*.

39.7 Principal's default

If the *Principal* commits a substantial breach of the *Contract*, the *Contractor* may, by hand or by certified post, give the *Principal* a written notice to show cause.

Substantial breaches include, but are not limited to:

- a) failing to:
 - i) provide *security*;
 - ii) produce evidence of insurance;
 - iii) rectify inadequate *Contractor's* possession of the *site* if that failure continues for longer than the time stated in *Item* 31; or
 - iv) make a payment due and payable pursuant to the Contract; and
- b) the Superintendent not giving a certificate of practical completion or reasons as referred to in subclause 34.6.

39.8 Contractor's notice to show cause

A notice given under subclause 39.7 shall state:

- a) that it is a notice under clause 39 of these General Conditions of Contract;
- b) the alleged substantial breach;
- c) that the *Principal* is required to show cause in writing why the *Contractor* should not exercise a right referred to in subclause 39.9;
- d) the date and time by which the *Principal* must show cause (which shall not be less than 7 clear days after the notice is received by the *Principal*); and
- e) the place at which cause must be shown.

39.9 Contractor's rights

If the *Principal* fails to show reasonable cause by the stated date and time, the *Contractor* may, by written notice to the *Principal*, suspend the whole or any part of *WUC*.

The Contractor shall remove the suspension if the Principal remedies the breach.

The Contractor may, by written notice to the Principal, terminate the Contract, if within 28 days of the date of suspension under this subclause, the Principal fails:

- a) to remedy the breach; or
- b) if the breach is not capable of remedy, to make other arrangements to the reasonable satisfaction of the *Contractor*.

Damages suffered by the *Contractor* by reason of the suspension shall be assessed by the *Superintendent*, who shall certify them as moneys due and payable to the *Contractor*.

39.10 Termination

If the *Contract* is terminated pursuant to subclause 39.4(b) or 39.9, the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing the *Contract* had the defaulting party repudiated the *Contract* and the other party elected to treat the *Contract* as at an end and recover damages.

39.11 Insolvency

If:

- a) a party informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the *Contract*;
- b) execution is levied against a party by a creditor;
- c) a party is an individual person or a partnership including an individual person, and if that person:
 - i) commits an act of bankruptcy;
 - has a bankruptcy petition presented against him or her or presents his or her own petition;
 - iii) is made bankrupt;
 - iv) makes a proposal for a scheme of arrangement or a composition; or
 - v) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the Bankruptcy Act 1966 (Cwlth) or like provision under the law governing the *Contract*; or
- d) in relation to a party being a corporation:
 - i) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
 - ii) it enters a deed of company arrangement with creditors;
 - iii) a controller or administrator is appointed;
 - iv) an application is made to a court for its winding up and not stayed within 14 days;
 - v) a winding up order is made in respect of it;
 - vi) it resolves by special resolution that it be wound up voluntarily (other than for a member's voluntary winding up); or
 - vii) a mortgagee of any of its property takes possession of that property,

then, where the other party is:

- A) the *Principal*, the *Principal* may, without giving a notice to show cause, exercise the right under subclause 39.4(a); or
- B) the *Contractor*, the *Contractor* may, without giving a notice to show cause, exercise the right under subclause 39.9.

The rights and remedies given by this subclause are additional to any other rights and remedies. They may be exercised notwithstanding that there has been no breach of *Contract*.

40 Termination by frustration

If the Contract is frustrated:

- a) the Superintendent shall issue a progress certificate for WUC carried out to the date of frustration, evidencing the amount which would have been payable had the Contract not been frustrated and had the Contractor been entitled to and made a progress claim on the date of frustration;
- b) the *Principal* shall pay the *Contractor*:
 - i) the amount due to the *Contractor* evidenced by all unpaid certificates;
 - ii) the cost of materials and equipment reasonably ordered by the *Contractor* for *WUC* and which the *Contractor* is liable to accept, but only if they will become the *Principal's* property upon payment; and
 - iii) the costs reasonably incurred:
 - A) removing temporary works and construction plant;
 - B) returning to their place of engagement the *Contractor*, subcontractors and their respective employees engaged in *WUC* at the date of frustration; and
 - C) by the *Contractor* in expectation of completing *WUC* and not included in any other payment; and
- c) each party shall promptly release and return all *security* provided by the other.

41 Notification of claims

41.1 Communication of claims

The *prescribed notice* is a written notice of the general basis and quantum of the claim.

As soon as practicable after a party becomes aware of any claim in connection with the subject matter of the *Contract*, that party shall give to the other party and to the *Superintendent* the *prescribed notice* or a notice of *dispute* under subclause 42.1.

This subclause and subclause 41.3 shall not apply to any claim, including a claim for payment (except for claims which would, other than for this subclause, have been included in the *final payment claim*), the communication of which is required by another provision of the *Contract*.

41.2 Liability for failure to communicate

The failure of a party to comply with the provisions of subclause 41.1 or to communicate a claim in accordance with the relevant provision of the *Contract* shall, inter alia, entitle the other party to damages for breach of *Contract* but shall neither bar nor invalidate the claim.

41.3 Superintendent's decision

If within 28 days of giving the *prescribed notice* the party giving it does not notify the other party and the *Superintendent* of particulars of the claim, the *prescribed notice* shall be deemed to be the claim.

Within 56 days of receipt of the *prescribed notice* the *Superintendent* shall assess the claim and notify the parties in writing of the decision. Unless a party within a further 28 days of such notification gives a notice of *dispute* under subclause 42.1 which includes such decision, the *Superintendent* shall certify the amount of that assessment to be moneys then due and payable.

42 Dispute resolution

42.1 Notice of dispute

If a difference or dispute (together called a '*dispute*') between the parties arises in connection with the subject matter of the *Contract*, including a *dispute* concerning:

- a) a Superintendent's direction; or
- b) a claim:
 - i) in tort;
 - ii) under statute;
 - iii) for restitution based on unjust enrichment or other quantum meruit; or
 - iv) for rectification or frustration,

or like claim available under the law governing the Contract,

then either party shall, by hand or by certified mail, give the other and the *Superintendent* a written notice of *dispute* adequately identifying and providing details of the *dispute*.

Notwithstanding the existence of a *dispute*, the parties shall, subject to clauses 39 and 40 and subclause 42.4, continue to perform the *Contract*.

42.2 Conference

Within 14 days after receiving a notice of *dispute*, the parties shall confer at least once to resolve the *dispute* or to agree on methods of doing so. At every such conference each party shall be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference except the fact of occurrence shall be privileged.

If the *dispute* has not been resolved within 28 days of service of the notice of *dispute*, that *dispute* shall be and is hereby referred to arbitration.

42.3 Arbitration

If within a further 14 days the parties have not agreed upon an arbitrator, the arbitrator shall be nominated by the person in *Item* 32(a). The arbitration shall be conducted in accordance with the rules in *Item* 32(b).

42.4 Summary relief

Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under the *Contract* or to seek injunctive or urgent declaratory relief.

43 Waiver of conditions

Except as provided at law or in equity or elsewhere in the *Contract*, none of the provisions of the *Contract* shall be varied, waived, discharged or released, except with the prior written consent of the parties.

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Part A Annexure to the Australian Standard General Conditions of Contract AS 4000 – 1997

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract

		and shall be read as part of the Contract.
Item		
1	Principal	Shire of Irwin
	(clause 1)	ABN:96 734 531 282
	ACN	
2	Principal's address	11 - 13 Waldeck Street
		Dongara WA 6525
3	Contractor	
	(chuise r)	
	ACN	
4	Contractor's address	
5	Superintendent (clause 1)	
	(
	ACN	
6	Superintendent's address	
† 7	a) Date for practical completion (clause 1)	
	OR	
	b) Period of time for <i>practical</i> <i>completion</i> (clause 1)	
8	Governing law (page 5, clause 1(h))	If nothing stated, that of the jurisdiction where the site is located

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

9	a)	Currency (page 5, clause 1(g))	Australian If nothing stated, that of the jurisdiction where the <i>site</i> is located
	b)	Place for payments (page 5, clause 1(g))	11 - 13 Waldeck Street, Dongara WA 6525 If nothing stated, the <i>Principal's</i> address
	c)	Place of business of bank (page 3, clause 1(d))	31 Moreton Terrace, Dongara WA 6525 If nothing stated, the place nearest to where the site is located
10	<i>Bil</i> (sul	ls of quantities bolause 2.2)	
	a)	Alternative applying (subclause 2.2)	Alternative 2 If nothing stated, Alternative 1 applies
	b)	If Alternative 2 applies, is the <i>bill of quantities</i> to be priced? (subclause 2.2)	No/Yes (delete one) If neither deleted, the <i>bill of quantities</i> shall not be priced
	c)	Lodgement time (subclause 2.3(b))	N/A If nothing stated, 28 days after date of acceptance of tender
11	 Quantities in schedule of rates, limits of accuracy (subclause 2.5(b)) 		Upper LimitN/A Lower LimitN/A
12	Pro per atte	ovisional sum, centage for profit and endance (clause 3)	
† 13	Coi	ntractor's security	
	a)	Form (clause 5)	N/A
	b)	Amount or maximum percentage of <i>contract sum</i> (clause 5)	N/A If nothing stated, 5% of the contract sum
	c)	If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)	N/A If nothing stated, 10%, until the limit in <i>Item</i> 13(b)
	d)	Time for provision (except for retention moneys) (clause 5)	N/A If nothing stated, within 28 days after date of acceptance of tender
	e)	Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	<u>N/A</u> \$

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

	f)	Contractor's security upon certificate of practical completion is reduced by (subclause 5.4)	N/A% of amount held If nothing stated, 50% of amount held	
† 14	Pri	ncipal's security		
	a)	Form (clause 5)	N/A	
	b)	Amount or maximum percentage of <i>contract sum</i> (clause 5)	If nothing stated, nil	
	C)	Time for provision (clause 5)	N/A If nothing stated, within 28 days after date of a	acceptance of tender
	d)	Principal's security upon certificate of practical completion is reduced by (subclause 5.4)	N/A% of amount held If nothing stated, 50% of amount held	
15	Pri doc	<i>incipal</i> -supplied cuments	Document	No. of copies
	(50	belause 6.2)	2	
			3	
			4	
			5	
			6 If nothing stated, 5 copies of the drawings, specifica schedule of rates (if any)	ntion, bill of quantities or
16	Tin <i>dir</i> (su	ne for <i>Superintendent's</i> ection about documents bclause 8.3)	days If nothing stated, 14 days	
17		,		

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

Part A AS 4000 – 1997

18	Novation (subclause 9.4)	Subcontractor Particular part of WUC As per tender response
		Selected subcontractor Particular part of WUC
19	Levislative reauirements	
	a) Those excepted (subclause 11.1)	N/A
	,	
	b) Identified WUC (subclause 11.2(a)(ii))	N/A
20	Insurance of <i>the Works</i> (clause 16)	
	a) Alternative applying	Alternative 1 If nothing stated, Alternative 1 applies
	If Alternative 1 applies	
	b) Provision for demolition and removal of debris	\$
		OR
		% of the contract sum
	c) Provision for consultants' fees	\$
		OR
		% of the contract sum
	d) Value of materials or things to be supplied by the <i>Principal</i>	,
	e) Additional amount or percentage	To the contract value
		OR
		% of the total of paragraphs(a) to (d) in clause 16

	21	Public liability insurance (clause 17)	
		a) Alternative applying	Alternative 1
			If nothing stated, Alternative 1 applies
		If Alternative 1 applies	
		b) Amount per occurrence shall be not less than	To the contract value
			······ \$
			If nothing stated, then not less than the contract sum
	22	Time for giving possession (subclause 24.1)	within14 days of <i>date of acceptance of tender</i> If nothing stated, 14 days
	23	Qualifying causes of delay Causes of delay for which	N/A
		EOTs will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)	
t	24	Liquidated damages, rate (subclause 34.7)	N/A
			per day \$ per day
t	25	Bonus for early practical completion (subclause 34.8)	
		a) Rate	N/A
			per day \$ per day
		b) Limit	N/A
			\$
			OR
			If nothing stated, there is no waiver
t	26	Delay damages, other compensable causes	N/A
		subclause 34.9)	

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

Part A AS 4000 – 1997

27	Defects lighility period	12 months
21	(clause 35)	If nothing stated, 12 months
28	Progress Claims (subclause 37.1)	
	a) Times for progress claims	Last day of each month for WUC
		done to the Last day of that month
	OR	
	b) Stages of WUC for progress claims	
29	Unfixed plant and materials for	N/A
29	which payment claims may be	
	made	
	(subclause 57.5)	
		N/A
30	Interest rate on overdue payments	IV/A % per annum % for annum
	(subclause 57.5)	
		14
31	Time for <i>Principal</i> to rectify inadequate possession	If nothing stated, 14 days
	(subclause 39.7)	
32	Arbitration	
	(subclause 42.3)	
	a) Person to nominate an	
	arbitrator	
		If no-one stated, the President of the Institute of Arbitrators &
		Mediators Australia

A3 |

b)	Rules for arbitration	
		If nothing stated:
		a) rules 5-18 of the Rules of The Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations;
		OR
		b) if one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in <i>Item</i> 32(c)
c)	Appointing Authority under UNCITRAL Arbitration Rules	If no-one stated, the President of the Institute of Arbitrators & Mediators Australia

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Part A

Separable Portions

- This section should only be completed if the Contract provides for separable portions.
- Complete a separate page for each separable portion which should be numbered appropriately. Any balance of the Works should also be a separable portion.

	Separable portion (clause 1)		No
	Description of <i>separable portion</i> (clause 1)		
Item			
7	a)	Date for practical completion (clause 1)	
	OR		
	b)	Period of time for practical completion (clause 1)	
13	Co	ntractor's security	
,	a)	Form (clause 5)	
	b)	Amount or maximum percentage value of this separable portion (clause 5)	If nothing stated, 5% of value of this separable portion
	c)	If retention moneys, percentage of each progress certificate applicable to this separable portion (clause 5 and subclause 37.2)	If nothing stated, 10%, until the limit in <i>Item</i> 13(b) %
	d)	Time for provision (except for retention moneys) (clause 5)	If nothing stated, within 28 days after date of acceptance of tender
	e)	Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	·····.\$
	f)	Contractor's security upon certificate of practical completion is reduced by (subclause 5.4)	If nothing stated, 50% of amount held

14	Pri	ncipal's security	
	a)	Form (clause 5)	
	b)	Amount or maximum percentage of value of this separable portion (clause 5)	If nothing stated, nil
	c)	Time for provision (clause 5)	If nothing stated, within 28 days after date of acceptance of tender
	d)	Principal's security upon certificate of practical completion is reduced by (subclause 5.4)	% of amount held If nothing stated, 50% of amount held
24	Lic (su	juidated damages, rate bclause 34.7)	per day \$per day
25	Bo <i>cor</i> (su	nus for early <i>practical</i> <i>npletion</i> bclause 34.8)	,
	a)	Rate	
			per day \$per day
	b)	Limit	
			OR
			If nothing stated, there is no waiver
26	De oth (pa sul	lay damages, her <i>compensable causes</i> ige 1, clause 1 and bclause 34.9)	

Part B

Annexure to the Australian Standard General Conditions of Contract AS 4000 – 1997

Deletions, amendments and additions

1 The following clauses have been deleted from the General Conditions in AS 4000 - 1997

2 The following clauses have been amended and differ from the corresponding clauses in AS 4000 - 1997

3 The following clauses have been added to those of AS 4000 - 1997

Part C

This form may also be used where the *Principal* is required to provide an unconditional undertaking, by substituting *Principal* for *Contractor* and vice versa, wherever occurring

Annexure to the Australian Standard General Conditions of Contract AS 4000 – 1997

Approved form of unconditional undertaking

(clause 1 - security)

At the request of		('the Contro	actor') and in	consideration
of	('the	Principal') accepting	this undertak	ing in respect
of the Contract for				•••••
				-
		nstitution') uncondition	onally underta	ikes to pay on
demand any sum or sums	which may from time to time	be demanded by the	e Principal to	o a maximum
aggregate sum of				
			5)

The undertaking is to continue until notification has been received from the *Principal* that the sum is no longer required by the *Principal* or until this undertaking is returned to the *financial institution* or until payment to the *Principal* by the *financial institution* of the whole of the sum or such part as the *Principal* may require.

Should the *financial institution* be notified in writing, purporting to be signed by for and on behalf of the *Principal* that the *Principal* desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the *financial institution* will make the payment or payments to the *Principal* forthwith without reference to the *Contractor* and notwithstanding any notice given by the *Contractor* not to pay same.

Provided always that the *financial institution* may at any time without being required so to do pay to the *Principal* the sum of

less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the *Principal* and thereupon the liability of the *financial institution* hereunder shall immediately cease.

Dated at.....day of.....19.....

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Clause

Acceleration
Acceptance (see Approval)
Acceptance of tender date of, defined
Access (see also possession of Site) during defects liability period
Accident (see also Insurance, Urgent protection and Protection of persons and property) reinstatement of damage
Actions arbitration
Acts, (of Parliament) (see Legislative requirements)
Acts, (of Parliament) (see Legislative requirements) Additions and/or deductions adjustment generally 2.1 care of survey marks 26.3 changes in legislative requirements 11.2 contract sum definition, excluded in 1 direction on programming 32 discrepancies in documents 8.1 error in setting out 26.2 generally 2.1 legislative requirements 11.2 minerals, fossils and relics 24.3 order of work 32 pricing variations generally 36.4 programming 32 provisional sums 3 suspension 33.4
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Acts, (of Parliament) (see Legislative requirements) Additions and/or deductions adjustment generally 2.1 care of survey marks 26.3 changes in legislative requirements 11.2 contract sum definition, excluded in 1 direction on programming 32 discrepancies in documents 8.1 error in setting out 26.2 generally 2.1 legislative requirements 11.2 minerals, fossils and relics 24.3 order of work 32 pricing variations generally 36.4 programming 32 provisional sums 3 suspension 33.4 Address for service (see also Service) 7 change of 7 Contractor 7. Item 4
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Amendment No. 1 (1999)

REVISED TEXT

SUMMARY: This Amendment applies to Clause 18.

Published on 5 August 1999.

Amendment No. 2 (2000)

REVISED TEXT

SUMMARY: This Amendment applies to the Preface.

Published on 11 October 2000.

Amendment No. 3 (2005)

REVISED TEXT

SUMMARY: This Amendment applies to Clause 32 (a) and (c) of Annexure Part A.

Published on 30 March 2005.

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ATTACHMENT: 9.2.1

Community Assistance Scheme & Events Committee

Attachment 1 Minutes of the Community Assistance Scheme & Events (CASE) Committee Meeting held Tuesday, 1 December 2020



Shire of Irwin Community Assistance Scheme & Events (CASE) Committee Meeting

to be held in the Council Chambers

Tuesday 1 December 2020 at 3.30pm

Minutes

It should be noted that recommendations made by this Committee are not final and will be subject to adoption at a future meeting of Council.

1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Chairperson welcomed the committee and opened the meeting at 3.30pm.

2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE

Members

Cr H M Wells Cr G S Eva Ms J Finlay Ms A Heitman Shire of Irwin Shire of Irwin Community Community

Staff Ms F Boksmati Mrs D K Chandler

Community Development Officer A/Manager Corporate & Community

Apologies Nil.

3. ACKNOWLEDGEMENT OF CODE OF CONDUCT FOR COMMITTEE MEMBERS The Shire of Irwin Code of Conduct for Committee Members has been provided to Jessie Finlay and Ann Heitman.

Both committee members acknowledged receipt of the Code.

4. CONFIRMATION OF MINUTES

4.1. Minutes of the Community Assistance Scheme & Events Committee Meeting held 9 August 2019

A copy of the minutes of the Community Assistance Scheme & Events Committee Meeting held 9 August 2019 have been provided to all Committee Members under separate cover.

CASE COMMITTEE DECISION:

MOVED: Cr Wells

SECONDED: Cr Eva

That the Minutes of the Community Assistance Scheme & Events Committee Meeting, held 9 August 2019, be confirmed as a true and accurate recording of that meeting.

VOTING DETAILS:

Carried 4/0

5. BUSINESS ARISING FROM PREVIOUS MEETING

Nil.

6. NEW BUSINESS ITEMS

6.1. 2020/21 CASE Round

Due to the COVID-19 pandemic, there have been no rounds open for applications for the current financial year.

Council allocated a total of \$35,000 to the community assistance fund and only \$2,500 of this has been allocated to the Dongara Pottery Club for the Thungarra Art Trail Fairy Garden.

Community groups that have been successful in the past were contacted recently to see if they would be interested in submitting an application by Monday 30 November so that their submissions can be considered by the Committee at this meeting.

The CASE Committee have received one application from Irwin District Historical Society (application provided with this agenda) for the reprinting of the Dongara Heritage Trail booklets. The original application was received in May 2020, however was not processed due to COVID-19. Since this time, the IDHS have just about run out of existing stock and would love to have the reprints available for distribution over the Christmas/January holidays. As it is now so late in the year, Seaside Signs is unable to complete the printing by Christmas, but Perth company Delta Print has indicated that they can complete the design and print by Christmas.

Professional Fishermans Association will not be submitting an application as there will be no 'Blessing of the Fleet' for 2021

Dongara Police will submit a Sundry request when seeking support for their Golf Day, projected for late September, early October 2021. Due to Covid, the Golf Day for 2020 was cancelled.

Dongara Patchwork is triennial and next Hanging of the Quilts is projected for 2022. Community Group was encouraged to submit for other projects.

Application received from Irwin District Historical Society

The Committee reviewed the application from Irwin District Historical Society for \$4,200 to produce a professional suite of Dongara Heritage Trail brochures aiming to amalgamate three existing brochures into one and then to launching into the community.

Recommendation will be made to Council to approve the application subject to the following:

- The CASE Committee proofing the final brochure before printing;
- Confirmation provided by IDHS on the quality of the finished product; and
- IDHS ensuring all local and regional supplier options to produce the booklets in time for the 2020 school holidays have been exhausted before engaging a Perth-based supplier. The Committee will supply a list of Geraldton suppliers to IDHS to assist.

Application received from the Dongara Pottery Club

The Committee received an application from the Dongara Pottery Club for \$2,500 for signage and seating as part of the Thungarra Art Trail and Christmas decorations for the fairy garden.

The Thungarra Fairy Garden is a concept that has grown from the Thungarra Art Trails supported by the CAS in 2018, funding for \$2,500 previously granted. This application requests funds for the installation of park benches (made and installed by MEEDAC), and signage as an entry statement to acknowledge, celebrate and promote the active participation of the local volunteers responsible in the success of the trail. Christmas decorations are also requested aiming to promote an actively involved community and further elevate the art trail during the Christmas period.

Recommendation will be made to Council to approve subject to the following;

- Request of \$450 funding for Christmas decorations is approved pending the type to be purchased for display. No glass, tinsel or displays that can easily disintegrate causing potential rubbish along the waterway. Potential to add to this to next year.
- Request for funding of \$1,500 for signage will be reviewed by the Committee once in receipt of a confirmed quote from a local or regional supplier.
- Request for funding of \$500 for volunteer labour for park benches will be reviewed by the Committee after further clarification of volunteer labour is obtained as well as sighting of the park benches and proposed locations.
- Request for funding of \$50 for brochures / advertising will be considered in line with the signage request.

CASE COMMITTEE RECOMMENDATION TO COUNCIL:

MOVED: Cr Wells

SECONDED: J Finlay

That Council approves the following funding allocations for the Community Assistance Scheme, Round One of the 2020/2021 financial year:

ORGANISATION	PROJECT DESCRIPTION	GRANT
Irwin District Historical Society	Heritage Walk Brochures	\$4,200
Dongara Pottery Club	Thungarra Fairy Garden	\$450
	TOTAL	\$4,650

VOTING DETAILS:

Carried 4/0

7. GENERAL BUSINESS

The CASE funding guidelines and application will be reviewed in time for the 2021/22 funding rounds with a recommendation to include context for local supplier quotes as a preference.

Discussion was held around potentially allocating unused CASE funds at the end of the financial year back into the community.

Recommended to open another round of 2020/21 CASE funding early in 2021.

8. SETTING OF FUTURE MEETING DATES

Next CASE Committee Meeting to be held Tuesday 19 January 2021 at 3.30pm.

9. CLOSURE

There being no further business, the Chairperson declared the meeting closed at 4.32pm.