

COOLAMON SHIRE COUNCIL

CONTRACTORS AGREEMENT

AGREEMENT made on the date set out in the Schedule

BETWEEN The Council of the Shire of Coolamon, Cowabbie Street, Coolamon (the Council) and the Contractor referred to in Schedule 1.

The Council engages the Contractor to carry out the work described in Schedule 2 subject to the following terms and conditions:-

1) CARRY OUT WORK

The Contractor shall carry out the work referred to in Schedule 2 in a conscientious, expeditious and workmanlike fashion. Where the Contractor is required to provide or utilise equipment, such equipment shall be suitable for the work and shall be maintained by the Contractor in good working order.

2) QUALIFICATIONS

The Contractor warrants that he/she is competent and has the necessary qualifications and skills to carry out the work.

3) TERM

This Agreement shall continue in force until the date of termination specified in Schedule 1 or until otherwise determined by notice as set out in the Schedule.

4) COUNCIL MAY TERMINATE

Notwithstanding anything herein contained to the contrary, the Council may terminate this Agreement at any time and without prior notice.

5) AGREEMENT NOT TO BE ASSIGNED

This Agreement is personal and shall not be assigned by one party without the consent of the other party.

6) REMUNERATION

The Council shall make payments to the Contractor as set out in Schedule 1 and referred to as 'Contractors Remuneration'.

7) INDEMNITY

The Contractor shall be responsible for and shall indemnify the Council against liability for all loss, damage or injury to persons or property caused by the Contractor. The amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by the Council in respect of any such loss, damage or injury shall be made good at the Contractors expense and may be deducted from any monies due or becoming due to the Contractor.

8) COMPLIANCE WITH STATUTORY REQUIREMENTS

In the performance of this Contract, the Contractor shall comply with all relevant statutory requirements, and in particular, but not exclusively, comply with the requirements of the following statutes, regulations and guidelines:

- 1) The Work Health and Safety Act 2011 and Regulations and Codes of Practice made thereunder.
- 2) The Local Government Act 1993 as amended and the Regulations made thereunder.
- 3) The Traffic Act 1909 as amended and the Regulations made thereunder.
- 4) The load limits prescribed in Regulations made under the Roads Act 1993 as amended.

Work Health & Safety

The Contractor will provide all necessary personal protective equipment which shall include but not be limited to the following:

- Safety vests
- Safety boots
- Sun protection head apparel
- Long sleeve safety shirts
- Full length trousers

9) CONTRACTOR PLANT AND EQUIPMENT

The Contractor will provide necessary equipment, which will include but not be limited to the following:

- i. Suitable Transport
- ii. Trailer or equivalent with a carrying capacity of at least 750kg
- iii. Vehicle capable of towing a trailer with at least 750kg capacity
- iv. Suitable equipment for cleaning of public conveniences and streets

10) INSURANCE

The Contractor certifies that he has the following insurance covers where applicable:

- a) Workers Compensation Insurance for an amount required by the relevant State or Territory legislation.
- b) Public Liability Insurance for \$10 million or more per claim.
- c) Motor Vehicle Insurance as required by law for registered vehicles and Third Party Property Damage Motor Vehicle Insurance with a limit of indemnity of not less than \$10 million for any one claim for accidental injury or death and covering each voluntary worker.
- d) Personal Accident Insurance providing benefits of up to \$10 million for any one claim for accidental injury or death and covering each voluntary worker.
- e) Professional Indemnity Insurance or Errors and Omissions Insurance covering your liability with a limit of indemnity of not less than \$10 million for each claim and in the aggregate for all claims for any twelve month period.

11) NOT TO CONSTITUTE EMPLOYMENT/PARTNERSHIP

Nothing contained herein shall constitute the relationship employer and employee or of partnership between the parties hereto. It is the express intention of the parties that any such relationships are not constituted.

12) FURTHER CONDITIONS

The Council and the Contractor agree to the further conditions set out in Schedule 3.

13) NOTICES

The address of each party as referred to in this Agreement hereto shall be the address of that party for service of notices or other communications hereunder which may be effected by personal delivery or by post, and if by post the date of service shall be deemed to be the day after the day of posting.

14) GOVERNING LAW

This Agreement shall be construed and take effect in accordance with the laws of New South Wales. Each of the parties hereto submits to the jurisdiction of the Courts of that place including all Courts of Appeal therefrom and this clause may be pleaded as a bar to action or suit brought in any Court in any other place in the world.

SIGNED on behalf of Council by:

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(Mayor)

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(General Manager)

SIGNED by the Contractor }
in the presence of: }

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WITNESS:

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SCHEDULE 1

- 1) The date of this Agreement is:
- 2) The Contractor is:
- of
- 3) Australian Business Number
- 4) Contractor's GST Status – Registered: **YES / NO** (please circle)
- 5) The Contractors remuneration shall be as follows:-

	DETAILS	Including GST (Lump Sum)	Excluding GST (Lump Sum)
	COOLAMON		
a	Annual Charge – Street Cleaning – Coolamon as per (1b) in Schedule 2		
b	Cleaning – Coolamon Public Conveniences as per (1a) in Schedule 2		
c	Coolamon Caravan Park Toilets (including old amenities building) HOURLY RATE ONLY. TO BE NEGOTIATED ON A MONTH BY MONTH BASIS		
	TOTAL for Coolamon		
	GANMAIN		
a	Annual Charge – Street Cleaning – Ganmain as per (2a) in Schedule 2		
b	Cleaning –Ganmain Public Conveniences as per (2b) in Schedule 2		
	TOTAL for Ganmain		
	MARRAR		
a	Cleaning – Marrar Public Conveniences as per (3a) in Schedule 2		
b	Annual Charge – Street Cleaning – Marrar as per (3b) in Schedule 2		
	TOTAL for Marrar		
	TOTAL		

QUOTATION

Submission of Quotes

Contractors may quote for individual towns or all towns with separate prices for each town to provide a total cost to Council. Council may be prepared to split the contract into separate towns at Council discretion.

Payments to Contractor

The Contractor shall be entitled to receive and shall be paid by the Council regular progress payments each month on the submission of monthly invoices or such other system as agreed between the two parties.

Adjustment of Payments

Upon application from the Contractor this remuneration agreement may be adjusted as set out in this Clause for the duration of the Contract unless by mutual agreement some alternate formula is adopted. The first adjustment may be made twelve (12) months from the date of commencement of Contract with each successive adjustment to be effected annually thereafter upon request. Adjustments based on CPI movements shall be based on 'All Groups Weighted Average of Eight Capital Cities' as published by the Australian Bureau of Statistics for the four quarters immediately preceding the anniversary of the Contract.

6) Date of Termination: 30th June 2022

7) Option to Extend: Council reserves the right to offer a one (1) year maximum and one off extension to contract.

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Signed on behalf of Council

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Signed by the Contractor

SCHEDULE 2

The Work:

STREET CLEANING AND MAINTENANCE OF PUBLIC AMENITIES

1) COOLAMON

- a) Cleaning and Opening and Closing of – Coolamon Public Toilets (Lions Park). The public toilets are to be cleaned three times weekly on Monday, Thursday and Saturday and to be inspected on a daily basis and cleaned if necessary.
- b) Streetsweeping Cowabbie Street, Coolamon (between Loughnan and Mann Streets). In Coolamon the streetsweeping is to be carried out three times weekly on Monday, Thursday and Saturday and to be inspected on a daily basis and cleaned if necessary.

2) GANMAIN

- a) Cleaning of toilets in Victory Gardens, Ganmain. This is to be carried out three times weekly on Monday, Thursday and Saturday and to be inspected on a daily basis and cleaned if necessary.
- b) Streetsweeping Ford and Waterview Streets, Ganmain adjacent to commercial areas. In Ganmain the streetsweeping is to be carried out three times weekly on Monday, Thursday and Saturday and to be inspected on a daily basis and cleaned if necessary

3) MARRAR

- a) Cleaning – Marrar Public Toilets located at Main Street Park. The public toilets are to be cleaned weekly.
- b) Streetsweeping York Street, Marrar (between Wood and See Streets). In Marrar the streetsweeping is to be carried out weekly.

SCHEDULE 3

Performance Assessment

- i. No more than two valid complaints about the condition of public toilets and streets in any four week period.
- ii. Any direction issued by council about any complaints shall be attended to within 48 hours of such direction.
- iii. The Contractor at the Council's expense will undertake such relevant training courses as are considered necessary by Council's Executive Manager, Planning and Environmental Services.

Further Conditions

- iv. The Contractor must have an Australian Business Number.
- v. Toilet paper and cleaning chemicals will be provided by Council.

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Signed on behalf of Council

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Signed by the Contractor