

# **Central Highlands Regional Council**

## **Standing Offer Arrangement Provision of Services 2009-2010**

**Return to :**

Rebecca Pattison,  
Central Highlands Regional Council  
PO Box 21  
Emerald, Qld 4720

**Attachment A**

**Documentation Coversheet and Checklist**

*To be completed by contractor prior to lodging of documents.*

Ref No.	Requirements	Yes	No	Office Use
		<input type="checkbox"/>	<input type="checkbox"/>	
1	Contract has been read and signed where appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	"Contractor Details" completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	"Plant Details" completed (where applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	"Operators Details" completed (where applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Copy of Certificates of Competency and Drivers Licence attached.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Copy of Insurance attached.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	"Camp Details" completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Copy of Contractors and Employees Construction Industry Blue Card attached.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Contractors Quality Certification Attached (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	WH&S Systems Questionnaire Completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	List of Referees supplied if you have not worked for council in the past.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	A copy of this and all documents, supplied to Central Highlands Regional Council, have been retained by me for my own records.	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Envelope marked "Standing Offer Arrangement – Provision of Services" Attention : Rebecca Pattison.	<input type="checkbox"/>	<input type="checkbox"/>	

**Office Use**

Received ...../...../.....

By.....

All documentation supplied.



Yes  No

If no, Contractor advised ...../...../.....

Result.....  
.....  
.....

Signed.....

Date ...../...../.....

Contractor, Plant and Operator details Entered by...../...../.....

**Contents**

1. Description of Work
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25. Acknowledgement of Policy by Contractor

**Appendix A**                    **Details of Contractor, Plant and Operator**  
 These forms are available to be Electronically Transferred, to be completed, and returned if an E-mail address is provided.

**Appendix B**                    **Workplace Health and Safety Questionnaire**

**Attachment A**                **Document Checklist**

**Relevant Documents and References**

- Central Highlands Regional Council, Workplace Health and Safety Manual and Procedures (Specific to each area – Capella, Blackwater, Emerald and Springsure)
- Workplace Health and Safety Act 1995
- Workplace Health and Safety Regulations associated amendments and standards.
- Safe Plan 2
- Manual of Uniform Traffic Control Devices (MUTCD)
- Central Highlands Regional Council's, adopted, Purchasing Policy (Specific to each area – Capella, Blackwater, Emerald and Springsure)
- The Local Government Act 1993

**1. Description of Work:**

The service provider may work anywhere within the Central Highlands Regional Council on roads, job sites or associated works. The provider may be required to operate independently of, or with council staff for periods of time throughout the year, provided weather conditions are suitable.

Acceptance of this agreement by the Central Highlands Regional Council does not guarantee any minimum hours of work. This document is designed to ensure that records held, are up to date and any contractor engaged by the Central Highlands Regional Council meets criteria as laid out in Government Legislation and associated best practice.

**2. Duration of Agreement:**

This "Hire Agreement" shall remain in force until the 30<sup>th</sup> June 2010. Any changes are to be negotiated with the Area Works Manager.

**3. Working Period:**

The normal working hours or days of work, shall be determined by the Central Highlands Regional Council. The contractor shall not vary from the agreed working hours and days of work without advising the Area Works Manager in writing, and obtaining his/her written approval.

**4. Service Provider:**

The service provider shall be a registered provider and ticketed / licensed where relevant in all work being conducted for council.

**5. Hourly Rate:**

The hourly rate submitted shall include all costs associated with the following:

- (a) All costs associated with machinery required to complete the work, including fuels, oils, lubricants, etc;
- (b) All gear including tools, attachments, ropes, pulleys, tyres, cutting edges, ripper boots etc.;
- (c) All costs of camping accommodation and travel of contractors staff;
- (d) All costs associated with maintenance and servicing of any equipment used to complete the works.
- (e) Transport of equipment and camp between work sites;
- (f) Compliance with all licences, regulations, permits etc. required for performance of the works including traffic control;
- (g) Public Liability and Compulsory Third Party Insurance;
- (h) All quoted rates to be ex GST.

**6. Signs:**

It is the responsibility of the contractor, to supply, erect and maintain warning signs on roads where service providers are working and to comply with Queensland Transport requirements and Department of Main Roads 'Manual of Uniform Traffic Control Devices' (MUTCD) as well as any Traffic Regulations.

**7. Safety Equipment:**

Contractors are required to wear high visibility clothing and all relevant personal protective equipment (PPE), including steel capped safety boots, whilst carrying out works.

Safety equipment is to comply with Australian Standards. The cost of such equipment is to be borne by the owner with all costs to be included in the hourly hire rate.

**8. Insurances:**

The contractor shall be insured for professional indemnity and public liability to a minimum of \$10,000,000. The contractor hereby indemnifies the council against any such claims. Copies of insurance policies shall be provided with the completed document.

**9. Disputes:**

Any dispute arising during the "Service Provider Agreement" particularly concerning the quality of work or stand downs shall be decided by the Area Works Manager.

**10. Licenses:**

Photocopies of Construction Industry 'Blue Card', Workers Compensation Certificates, appropriate licences, certificates of competency and any other relevant documents shall be provided with the completed Agreement. Any changes or renewals are to be supplied to the council immediately when such change or renewal takes effect.

**11. Works Orders (Working Alone):**

Any work to be carried out will be defined on a written order from council, when operating alone. Work must commence within 7 days of the date of the order unless noted otherwise on the order.

**12. Payment:**

Payment of invoices shall be made via electronic funds transfer (EFT) to the contractor once the invoice and associated documentation are received and approved. EFT details to be listed on Appendix A.

The contractor may, on a fortnightly basis, in line with the councils pay period, provide an invoice for payment. It shall state the order number for the work and shall include the relevant daily log sheets for the period being invoiced. Payment shall be subject to approval by council Supervisor or Manager.

**13. Termination:**

Should the contractor

- Fail to comply with the requirements of this Policy/Hire Agreement or,
- Not conduct the work in compliance with the Workplace Health and Safety Legislation or relevant policies, procedures or Construction Workplace Plan; or
- Conduct the work in such a way as to endanger the Health and Safety of the contractors' employees, Central Highlands Regional Council employees or the general public.

Central Highlands Regional Council may direct the contractor to promptly remedy the breach or may direct the contractor to suspend work until such time as the contractor satisfies Central Highlands Regional Council that the work will be resumed in a satisfactory manner.

If the contractor fails to rectify any breaches for which work has been suspended, or if the contractors' performance has involved recurring breaches, Central Highlands Regional Council may terminate the Hire Agreement forthwith.

The contractor may also terminate any arrangements, by giving written notice of at least 14 days.

**14. Stand Down:**

From time to time it may be necessary to "Stand Down" providers, due to weather conditions or other circumstances, "With no compensation being paid".

**15. Establishment:**

The contractor is responsible for all establishment costs. These costs are to be allowed for in the hourly hire rate.

**16. Safety Induction:**

Compliance with all Workplace Health and Safety requirements and Council's Safety Program will be required throughout the contract period. Any costs borne by the contractor for compliance with this section shall be allowed for in the hourly rate.

Contractor's and contractor's employees are required to hold a card certifying completion of "30215QLD – Course in General Safety Induction (Construction Industry)" (Blue card). All persons must report to the council supervisor for a site specific induction prior to commencement of works.

**17. Transport of Plant and Camp:**

Transport of plant and camp facilities is the responsibility of the contractor and shall be allowed for in the hourly rate.

**18. Inspections:**

Council will periodically and irregularly undertake certain checks to ensure that the hours claimed are genuine and that the work performed is to council requirements. The frequency and method of these checks will vary but will be sufficient to ensure compliance with the terms and conditions of this document.

**19. Road Permits:**

It is the contractors' responsibility to obtain any permits as required and supply a copy of same to the council.

**20. Quality Assurance:**

Contractors are required to have Quality Assurance Certification (Third Party) or agree to operate under Central Highlands Regional Council's Quality Assurance System.

**21. Non-Compliance with Conditions:**

The contractor shall state in his tender where his offer does not comply with this Policy. This document shall apply unless specifically stated as a "Non-Compliance" by the tenderer.

**22. Documents to be Lodged with Agreement:**

The contractor shall supply all necessary documentation to substantiate compliance with this agreement and complete "Attachment A", which forms part of this Agreement.

**23. Selection Criteria:**

Listed below, in no particular order, is the compliance criteria which will be considered in evaluating contractors:

- The contractors compliance with the specification;
- Attendance at site inspection/site visit;
- Compliance with necessary licences and standards;
- Experience and availability of key personnel;
- The comparative costs of each offer;
- Past performance of contractor .
- Contractors previous compliance with this agreement

**24. Changes to Insurance, Contractors Employee, and Inspection Details or Any Other Matter:**

- a) Any changes to any details supplied must be supplied to the Central Highlands Regional Council **immediately** such change takes effect.
- b) No contractors' employee, is permitted to work or enter a Central Highlands Regional Council worksite without Central Highlands Regional Council, first receiving full information on that employee, as detailed in "Appendix A" of this document, and that employee being approved to work on council worksites, by Central Highlands Regional Council.

Failure to notify the Central Highlands Regional Council of any changes, that effect the contractor's operations, may result in the enforcing of section "13" of this document.

**25. ACKNOWLEDGEMENT OF POLICY BY CONTRACTOR:**

The contractor is aware that a response to this tender document is not a guarantee of work. Rather, a submission in relation to this document places the contractor on a register of providers if the contractor meets the outlined criteria.

By signing this document the contractor acknowledges the Central Highlands Regional Council's Policy with regards to the "Hire of Service Providers" and understands and agrees to its conditions.

Dated this ..... day of ..... 200.....

Signature: ..... Witness Signature: .....

Name: ..... Witness Name: .....

**Appendix A**

CONTRACTOR DETAILS		
<b>Company Name</b>		
<b>ABN</b>		
<b>Address</b>		
<b>Postal Address</b>		
<b>Email</b>		
<b>Telephone</b>		
<b>Fax</b>		
<b>Mobile</b>		
<b>Satellite Telephone</b>		
<b>Bank EFT Details</b> <i>(All payments will be processed using EFT)</i>	<b>Bank:</b>	
	<b>Branch Location:</b>	
	<b>Account Name:</b>	
	<b>BSB No:</b>	
	<b>Account No:</b>	
<b>WorkCover Policy Number</b> <i>(Copy to be supplied)</i>		
<b>Public Liability Policy</b> <i>(Copy to be supplied)</i>	<b>Company:</b>	
	<b>Policy Number:</b>	
	<b>Value of Cover:</b>	
<b>Is Camp available for use by the Contractor and Operators</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If yes, please detail:</b>		
<b>PLEASE INDICATE WHICH LOCATION/S YOU ARE INTERESTED IN WORKING IN</b>		
<b>Capella</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Blackwater</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Emerald</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Springsure</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has your company worked for Council in the past</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If no, please provide name and contact number for two (2) referees</b>	<b>Ref 1:</b>	
	<b>Ref 2:</b>	

**Appendix A Continued...**

Plant Details					
Type		Make		Model	
Year of Manufacture		Registration		Power (Kw)	
Covered by 3 <sup>rd</sup> party property Insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Insurance Details			
Inspection Certificate Date		Inspection By		Inspection Certificate Number	
Hire Rate		Hire Rate Inc GST		Capacity M3/Lt	
Type		Make		Model	
Year of Manufacture		Registration		Power (Kw)	
Covered by 3 <sup>rd</sup> party property Insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Insurance Details			
Inspection Certificate Date		Inspection By		Inspection Certificate Number	
Hire Rate		Hire Rate Inc GST		Capacity M3/Lt	
Type		Make		Model	
Year of Manufacture		Registration		Power (Kw)	
Covered by 3 <sup>rd</sup> party property Insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Insurance Details			
Inspection Certificate Date		Inspection By		Inspection Certificate Number	
Hire Rate		Hire Rate Inc GST		Capacity M3/Lt	





**Appendix A Continued...**


Contractors Employee Details					
<i>Copies of all Certificates of Competency and Drivers Licence to be attached</i>					
<b>Surname</b>					
<b>First Name</b>					
<b>Employer</b>					
<b>Construction Blue Card Number</b> <small>(General Safety Induction – Construction)</small>					
Driver's Licence and Certification Details					
Licence or Certification Number	Class	Expiry Date	Issue Date	State in which Issued	Any Restrictions or Endorsement
<b>Comments concerning experience of employee.</b>					



**Appendix A Continued...**

Contractors Employee Details					
<i>Copies of all Certificates of Competency and Drivers Licence to be attached</i>					
<b>Surname</b>					
<b>First Name</b>					
<b>Employer</b>					
<b>Construction Blue Card Number</b> <small>(General Safety Induction – Construction)</small>					
Driver's Licence and Certification Details					
Licence or Certification Number	Class	Expiry Date	Issue Date	State in which Issued	Any Restrictions or Endorsement
<b>Comments concerning experience of employee.</b>					

**Appendix B****Workplace Health and Safety Systems Questionnaire***To be completed by Contractor*

1. General WH&S Requirements	
<p>As a condition of this contract, Central Highlands Regional Council requires that any contractor (or contractor's sub-contractor) engaged to perform a service will at all times identify and exercise all necessary precautions for WH&amp;S of all persons who may be affected by the services.</p> <p>The contractor will inform Central Highlands Regional Council of all its WH&amp;S policies, procedures, or measures implemented for individual workplaces or in the event of not having effective policies and procedures, will adopt Central Highlands Regional Council relevant WH&amp;S policies and procedures.</p> <p>The contractor will comply with any reasonable direction given by Central Highlands Regional Council relating to WH&amp;S.</p>	
2. Legislative Compliance	
<p>The contractor has an obligation under the <i>WH&amp;S Act 1995</i> to provide a safe place and a safe system of work so as not to place at risk the contractor's own employees and well as other workers and the general public at the workplace. The contractor must comply with all relevant enactments, associated WH&amp;S Regulation Standards, Codes of Practices and Central Highlands Regional Council WH&amp;S policies and procedures which are in any way applicable to this contract, or the performance of the services under this contract.</p>	
3. Responsibilities	
<p>The contractor has an obligation to take all practicable steps to ensure the H&amp;S of its employees, sub-contractors and their employees and other people (not employees) who may be affected by the contractor's work practices.</p>	
4. Contractors WH&S Management System	
<p>The WH&amp;S Management System of the contractor must be the minimum requirement to demonstrate compliance with all duties of an employer specified under legislation.</p> <p>The contractor must agree to abide by all relevant aspects of the Central Highlands Regional Council's WH&amp;S manual or the contractor must submit a copy of their company's' WH&amp;S Management System documentation that must include the following as a minimum requirement:</p> <ul style="list-style-type: none"> <li>• WH&amp;S policy &amp; objectives;</li> <li>• Organisational structure &amp; responsibilities;</li> <li>• Relevant risk assessments &amp; controls (sample);</li> <li>• Relevant safe working procedures (index);</li> <li>• WH&amp;S training &amp; induction processes and records (Certificates of competencies (ticket as an electrician) and licences (truck drivers));</li> <li>• WH&amp;S inspections &amp; auditing procedures;</li> <li>• WH&amp;S consultative processes;</li> <li>• Incident reporting &amp; investigation procedures; and</li> <li>• Performance monitoring mechanisms.</li> </ul>	

<p><b>5. Tenderer WH&amp;S Systems Questionnaire</b></p>	
<p>The tender must complete the Tenderer WH&amp;S Systems Questionnaire and incorporate the complete document with their tender submission.</p> <p>Tenderers who do not complete the questionnaire shall be ineligible for selection. Tenderers will be required to verify their responses noted in the questionnaire by providing evidence of their ability and capacity in relevant WH&amp;S matters.</p> <p>By submission of the tender and questionnaire and any supporting evidence, the tenderer acknowledges and confirms as accurate all details in the questionnaire and any verifying documents.</p>	
<p><b>6. Hazards</b></p>	
<p>The contractor will:</p> <ul style="list-style-type: none"> <li>• Undertake a site hazard identification to systematically identify and assess hazards;</li> <li>• Establish and maintain a register (or form) of on-site hazards in which the contractor will record each identified hazards, the date it was identified and the measures taken to control the hazard; and</li> <li>• The contractor will make the register (or form) available to Central Highlands Regional Council for inspection.</li> </ul>	
<p><b>7. Hazardous Work</b></p>	
<p>Specific indication for hazardous work must be outlined eg, hot work – using a hot work permit, hazardous substances, confined spaces permit, asbestos, excavation, trenching, height work and working with explosives.</p>	
<p><b>8. Training and Supervision</b></p>	
<p>The contractor must ensure that all workplace staff are competent in the work being undertaken. The contractor will provide the employees and sub-contractors with information and supervision about hazardous work processes or material.</p> <p>All employees are to have a general induction and the contractor is to produce records of their construction industry induction ticket.</p> <p>Each person visiting a construction workplace is to receive a site-specific induction.</p> <p>The Contractor will make Employees available to the Central Highlands Regional Council for any WH&amp;S training that the Central Highlands Regional Council deems necessary, at the contractors expense.</p>	
<p><b>9. Incident Notification</b></p>	
<p>The contractor is required to report any serious bodily injuries or dangerous events to the relevant authority within the specified time frame. In addition, the contractor must promptly notify Central Highlands Regional Council of any accident, injury, property or environmental damage which occurs during the carrying out of the contract work.</p> <p>All lost time incidents are to be immediately notified to Central Highlands Regional Council. The contractor must within 3 days of any such incident provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future.</p>	

<b>10. Insurances</b>	
<p>Contractors shall fully comply with their statutory obligations to insure themselves and to keep themselves insured against all sums for which, in respect of any injury to a worker employed by him/her, he/she may become legally liable by way of:</p> <ul style="list-style-type: none"> <li>• Compensation under the current <i>Workers' Compensation and Rehabilitation Act 2003</i> and subsequent amendments;</li> <li>• Professional Indemnity Insurance Certificate of Currency;</li> <li>• Public Liability Insurance Certificate of Currency; and</li> <li>• Damage arising under circumstances creating also, independently of the Act, a legal liability in the employer to pay damages in respect of the injury.</li> </ul> <p>Proof of such insurance must be made available to council prior to commencement of work under the Contract.</p>	
<b>11. Meetings</b>	
<p>A pre-start meeting between Central Highlands Regional Council and the contractor will occur before any work commences on site to discuss any relevant WH&amp;S issues and reporting mechanisms.</p> <p>Further meetings will be conducted as warranted and identified and these meetings will all be documented.</p>	
<b>12. Non-Compliance</b>	
<p>If during the performance of work under the contract Central Highlands Regional Council informs the contractor that it is of the opinion that the contractor is:</p> <ul style="list-style-type: none"> <li>• Not conducting the work in compliance with the WH&amp;S Legislation or relevant policies and procedures; or</li> <li>• Conducting the work in such a way as to endanger the H&amp;S of the contractor's employees, Central Highlands Regional Council employees or the general public.</li> <li>• Central Highlands Regional Council may direct the contractor to promptly remedy the breach of H&amp;S or may direct the contractor to suspend work until such time as the contractor satisfies Central Highlands Regional Council that the work will be resumed in a safe manner. (QA procedures and forms for non-compliance would apply).</li> </ul> <p>If the contractor fails to rectify any breaches of H&amp;S for which work has been suspended, or if the contractors performance has involved recurring breaches of H&amp;S, Central Highlands Regional Council will notify the Division of Workplace Health and Safety and requests that an inspection visit the workplace or may terminate the work forthwith, depending on the severity of the issue.</p>	
<b>13. Quality Assurance</b>	
<p>The contractor is required to have a Quality Assurance Certification (Third Party);</p> <p><b>or</b></p> <p>The contractor agrees to comply with the Central Highlands Regional Council's Quality Assurance Systems and Procedures, including any Quality Assurance requirements of clients of the Central Highlands Regional Council when performing work on behalf of the Central Highlands Regional Council for these Clients.</p> <p>(Please note that council's Quality Assurance Systems are "area" specific; please speak with your Area Works Manager for more information.)</p>	



**Standing Offer Arrangement - Financial Year 2009 / 2010  
Provision of Services**

Company Name \_\_\_\_\_

<u>Classification</u>	<u>\$/Hour (Excl GST)</u>	<u>Travel - \$/km (Excl GST)</u>	<u>Response Time</u>	<u>Hours Available Days Available</u>	<u>Available After Hrs? If yes, Rates /Response Time plus 24 Hour Contact</u>	<u>Minimum Charges</u>	<u>Comments</u>
<i>Example - Plumber</i>	\$	\$	2 hrs	8.00am to 9.00pm Monday to Friday	\$/ hr / 3 hrs / Contact Name & Telephone Number	\$	

**All prices are to exclude GST**