



REQUEST FOR QUOTE

Request for Quote	Mowing and Maintenance in the Town of Walpole.
Deadline:	3pm Friday 30 th August 2024
Address for Delivery:	<p>Quotes should be enclosed in a plain envelope or similar – endorsed with the Quote Number, Quote name and contact number and delivered to:</p> <p>Email: info@manjimup.wa.gov.au</p> <p>Marked ATTENTION Melanie Blieschke</p>
RFQ Number:	RFQ P & G 02 / 24

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1 CONDITIONS OF QUOTING

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Principal is seeking to appoint a mowing maintenance contractor for the mowing and maintenance of verges, reserves and other public open space in Walpole and its surrounds. A full statement of the Requirements under the contract appears in Part 2 - Specification and the Appendices.

1.2 DEFINITIONS

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

Attachments:	The documents you attach as part of your Quote;
Contract:	Means the document, which constitutes or evidences or, as the case may be, all the documents, which constitute or evidence the final and concluded agreement between the Principal and the Contractor;
Contractor:	Means the person or persons, corporation or corporations whose Quote is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Council:	Means the Principal's elected members;
Deadline:	The deadline for lodgment of the Quote as detailed on the front of this Request;
General Conditions of Contract:	Means the General Conditions of Contract for the Supply of Goods and/or Provision of Services provided or nominated in Part 3;
Letter of Engagement:	Means the letter from the Principal to the Contractor whereby the Contractor is engaged to provide the Contracted Works;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Shire of Manjimup;
Request OR RFQ OR Request for Quote:	This document

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Requirements:	The goods and/or services requested by the Principal;
Selection Criteria:	The criteria used by the Principal in evaluating your Quote;
Special Conditions of Contract:	The additional contractual terms as nominated in Part 4;
Specification:	The Scope of Works that the Principal requests you to provide if selected as nominated in Part 2;
Quote:	Completed Offer form in Part 5, response to the Selection Criteria and Attachments;
Quoter:	Someone who has or intends to submit an Offer to the Principal;
Quote Period:	The time between advertising the Request and the Deadline.

1.3 QUOTE DOCUMENTS

This Request for Quote is comprised of the following parts:

Part 1 – Conditions of Quoting (read and keep this part);

Part 2 – Specification (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); and

Part 5 – Quoting Offer, including WHS Management System Questionnaire and Resources Schedule (complete and return this part).

Appendix A – Site Maps

Appendix B – Scope of Works

1.4 SEPARATE DOCUMENTS

- (a) Addenda and any other special correspondence issued to Quotes by the Principal.

1.5 HOW TO PREPARE YOUR QUOTE

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete and return the Offer (Part5) in all respects and include all Attachments.

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- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Quote before the Deadline.

1.6 CONTACT PERSON

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

RFQ Enquiries	
Name:	Melanie Blieschke
Telephone:	08 9771 7793 mobile 0409 690 537
Email:	melanie.blieschke@manjimup.wa.gov.au

A prospective Quoter may submit a written request for clarification on any part of the RFQ documents prior to lodgment of their Quote. No requests for information or clarification to the RFQ Documents will be accepted later than four (4) days prior to the Deadline of this Request.

1.7 QUOTE BRIEFING/SITE INSPECTION

A site inspection will be held Wednesday 31st July 2024 at 10am. Location for the commencement of the site inspection is Walpole Recreation Grounds, Latham Ave Walpole.

1.8 LODGEMENT OF QUOTE AND DELIVERY METHOD

The Quote must be lodged by the Deadline. The Deadline for this Request is 3pm Friday August 2nd 2024. The Quote is to be:

- (a) Placed in a sealed envelope clearly endorsed with the Quote number and title as shown on the front cover of this Request; and
- (b) Delivered by:
 - Email to: info@manjimup.wa.gov.au Marked: ATTENTION Melanie Blieschke

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Quotes must ensure that they have provide two (2) signed copies of their Quote - one to be marked "ORIGINAL", the other to be marked "COPY". Any brochures or pamphlets must be attached to both the original and the copy. The copy must be bound, and the original must be unbound and clipped (not stapled). All pages must be numbered consecutively and the Quote must include an index.

1.9 REJECTION OF QUOTES

A Quote 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) A Quote may be rejected if it fails to comply with any other requirements of the Request.

1.10 LATE QUOTES

Quotes received (a) after the Deadline; or (b) in a place other than that stipulated in this Request, will not be accepted for evaluation.

1.11 ACCEPTANCE OF QUOTES

Unless otherwise stated in this Request, the Principal is not bound to accept the lowest quote and may reject any or all Quotes submitted.

1.12 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 Quoters will be given particulars of the successful Quote(s) or advised that no Quote was accepted. Quoters should clearly understand that the Quoting process will be disclosed to Councillors in the Council agenda item to enable Councillors to make an informed decision when considering awarding the Quote. The Council Agenda is a public document. The disclosure of quoted prices is considered appropriate for openness and transparency in the Council decision making process.

1.13 QUOTE VALIDITY PERIOD

All Quotes will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline.

1.14 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.

1.15 REGISTRATION OR LICENSING OF CONTRACTORS

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out any of the works described in the Request documents, the Quoter shall state on the Quote Form in the space provided, its registration or license number. The Quote may not be considered if the Quoter fails to provide such registration or license number.

1.16 ALTERNATIVE QUOTES

No alternate Quotes.

1.17 CONTRACTOR TO INFORM THEMSELVES

Quoter will be deemed to have:

- (a) Examined the Request and any other information available in writing to Quoter for the purpose of quoting;
- (b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Quote which is obtainable by the making of reasonable enquires;
- (c) Satisfied themselves as to the correctness and sufficiency of their Quote including Quoting prices which will be deemed to cover the cost of complying with all the Conditions of

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Quoting 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 Quote 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.

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

Quoters 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 Quotes 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 the Quote and will be treated as strictly confidential.

1.19 EVALUATION PROCESS

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

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

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- (a) Quotes are checked for completeness and compliance. Quotes that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- (b) Quotes are assessed against the Selection Criteria. Contract costs are evaluated, (e.g. Quoted prices) and other selection criteria are considered.
- (c) The most suitable Quoter may be short listed and may also be required to clarify their Quote. Referees may also be contacted prior to the selection of the successful Quoter.

A Contract may then be awarded to the Quoter whose Quote is considered the most advantageous Quote to the Principal.

1.20 SELECTION CRITERIA

The Contract will be awarded to a sole Quoter who best demonstrates the ability to provide quality products and/or services at a competitive price. The Quoted 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 Quote containing the lowest price will not necessarily be accepted, nor will the Quote 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 Quote that provides all the information requested will be assessed as satisfactory. The extent to which a Quote demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Quote 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.

1.20.1 Compliance Criteria

These criteria are detailed within Part 5.3 of this document and will not be point scored. Each Quote 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 Quote from consideration.

1.20.2 Qualitative Criteria

In determining the most advantageous Quote, the Evaluation Panel will score each Quote against the qualitative criteria as detailed within Part 5.4 of this document. Each criterion will be weighted to RFQ P&G02/24 Mowing and Maintenance in the Town of

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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 Quote 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 quote evaluation process or a low score.

1.21 PRICE CONSIDERATIONS

A weighted price method will be used as part of the assessment to determine the outcome of the contract. The Shire of Manjimup Regional Price Preference will be applied to the price prior to undertaking the assessment.

Criteria	Weighting
Quoted price	60%

1.21.1 Regional Price Preference

Quotes for these works may be afforded a preference in accordance with Regulation 24A-G of the Local Government (Functions and General) Regulations and the Shire of Manjimup policy located <http://www.manjimup.wa.gov.au/your-shire/policies>. The Shire of Manjimup Regional Price Preference will apply to this quote.

1.22 PRICE BASIS

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

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

This Contract will not be subject to adjustment.

PART 1**READ AND KEEP THIS PART****1.23 OWNERSHIP OF QUOTES**

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

1.24 CANVASSING OF OFFICIALS

If a Quoter, whether personally or by an agent, canvasses any of the Principal's Councillors or Officers with a view to influencing the acceptance of any Quote made by it or any other Quoter, then regardless of such canvassing having any influence on the acceptance of such Quote, the Principal may at its absolute discretion omit the Quoter from consideration.

1.25 IDENTITY OF THE QUOTER

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

1.26 COSTS OF QUOTING

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

1.27 REFERENCES

The Principal may have access to and give consideration to any reference checks undertaken as part of the selection criteria in ascertaining any qualities that are relevant to the contract.

1.28 PUBLICITY

Quoters must not make any public statements or releases to the media concerning the Quote during the Quoting period.

1.29 IN-HOUSE QUOTE

The Principal will not submit an in-house Quote.

2 SPECIFICATION

2.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Manjimup Requires a suitably experienced and equipped contractor to undertake the mowing and maintenance of verges, reserves and other public open space in Walpole and its surrounds. The successful Quote will demonstrate ability to follow the specifications and schedules provided in this document. The contract term will be 36 months.

2.2 DEFINITIONS

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

Contractors Representative: Means any Officer or person duly authorised by the Contractor, in writing, to act on its behalf for the purpose of the Contract;

Principal Representative: Means any Officer or person duly authorised by the Principal, in writing, to act on its behalf for the purpose of the Contract;

Works or Services: Means the Services, which the Contractor is required to provide to the Principal under the Contract;

2.3 SCOPE OF WORK

The Scope of Works is for the regular mowing and maintenance of eleven (11) sites that includes a number of road verges, Pioneer Park and the Walpole Recreation Grounds in the Walpole Township. Appendix A defines the locations and areas the Contractor is required to undertake the specified works. Appendix B specifies the required works and frequencies that will provide the maintenance standard sought by the Principal. The contract is for a period of three years commencing August 2024. The Shires representative and officer responsible for liaison is the Manager, Parks and Gardens, or their representative.

2.4 SPECIFIC REQUIREMENTS OF THE QUOTE CONTRACT

In addition to the Contract Requirements, the Specific Requirements and Conditions as detailed within this Request for Quote shall apply to the Contract and are required to be satisfied by the Contractor:

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The Contractor will establish the mowing and maintenance areas and be responsible for the site, including any WHS requirements. Shire employees entering the Contractor's site will be subject to the Contractor's WHS requirements. All types of equipment/machinery mobilised must be safe for use at the site and if required by law, currently registered with the WA Department of Transport. All operators of any equipment or machinery, if required by law, will be licensed to use that machinery or equipment.

The Contractor is responsible for providing all necessary plant, tools and equipment to effectively carry out the works required under this Contract. Non-availability of plant, tools and equipment will not be accepted as a reason for non-performance; the Contract is let on the basis that the Contractor will supply these as and when required.

Plant, tools and equipment are to be reliable and made available for immediate use when requested by the Shire. They are also to be made available for inspection by the Shire during Quote evaluation and/or throughout the duration of the Contract, to determine their reliability and suitability to successfully undertake the Contract.

2.4.1 Traffic Management

The successful contractor will provide suitable Traffic management as required in consultation with the Principal for the works and will address current TRAFFIC MANAGEMENT ON ROADS CODE OF PRACTICE. The Contractor shall adhere to traffic management standards as specified within the Main Roads Western Australian "Traffic Management for Works on Roads Code of Practice", which includes general compliance with the AS1742.3 Manual of Uniform Traffic Control Devices and additions and variations to comply with Western Australian requirements when working on site and shall not create hazards to road users and pedestrians. The Contractor will provide all necessary direction, signage and other control measures necessary for the management of traffic in the vicinity of the work site. All traffic management measures shall be in place and fully operational before the Contractor commences the execution of any work. Should operators of plant under this contract be required, as part of their duties, to erect and maintain signage and undertake traffic management, they must be accredited in Basic Worksite Traffic Management (BWTM) in accordance with the current MRWA "Traffic Management for Works on Roads Code of Practice".

2.4.2 Rubbish Removal

Prior to the commencement of mowing operations, the Contractor shall inspect the site and ensure all debris that will interfere with the plant or the quality of the finish is to be removed from the site. This includes debris from storm damage, all paper, cardboards, plastic, etc. Debris and rubbish is not to be run over by the mower or hit

with brushcutter. Rubbish removal and disposal is the contractor's responsibility. All areas to be left in a clean and tidy state before the contractor leaves from the site. All storm damage to be cleared, in conjunction with Shire staff if required.

2.5 COMPLIANCE

Compliance with acts, regulations and local laws

The Contractor (and any permitted sub-contractors) must comply with all applicable laws, regulations, codes of practice and guidelines, including but not limited to:

- Health Act 1911;
- Road Traffic Act 1974;
- Traffic management for Works on Roads Code of Practice
- Motor Vehicle (Third Party Insurance) Act 1943;
- Transport Act 1966;
- Work Health and Safety Act 2020; and
- Environmental Protection Act 1986

All Acts are deemed to include Amendments, Regulations, Codes of Practice and Guidelines.

Occupational Safety and Health

The Contractor is responsible for all Work Health and Safety Act 2020 requirements and applicable legislation on the Site. The Principal agrees that, it and its employees or other contractors who access the Site will (a) be subject to the Contractors Safety Management Plan and procedures, as approved by the Shire of Manjimup and (b) will undergo any induction and/or training required by the Contractor.

2.6 TERM OF CONTRACT

The Contract will commence on the date of award and will continue until the three year term has completed unless terminated earlier by the Principal in accordance with the terms of the Contract.

2.7 CONTRACT SUM

The Contract Sum will be capped at the amount specified in the Quoters submission (subject to the provisions in the preamble to the Schedule of Prices in section 5 of this Request for Quote) and may not be varied without the prior written approval of the Shire of Manjimup.

2.8 ESTABLISHMENT

2.8.1 Contract Meetings

Informal contract meetings will be held on a regular basis. Notes of these meetings will be recorded by the Principal or Representative. A copy of the Meeting notes will be sent to the Contractor. This will be via email. The Contractor shall be present at meetings by the request of the Manager, Parks and Gardens, representatives of Subcontractors shall attend as appropriate.

2.9 QUALITY ASSURANCE

2.9.1 Quality Plan

Refer to the Scope of Works for quality standards.

2.9.2 Health and Safety Plan

The successful Quoter shall provide a copy of their Health and Safety Plan within 7 days of being awarded the Contract. The plan is to include project specific details of the Quoted contract. The contractor shall maintain, throughout the course of the Contract, the insurances as nominated within this Quote, and provide evidence of this prior to commencement of Works under Contract.

3 GENERAL CONDITIONS OF CONTRACT

3.1 GENERAL CONDITIONS

3.1.1 Quality of Services

3.1.1.1 All Services rendered shall conform to the Specification and the standards specified in this Quote.

3.1.1.2 If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.

3.1.1.3 The Contractor shall employ only such persons as are careful, skilled and experienced in their respective professions trades and callings, who hold all necessary licenses permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

3.1.2 Settlement of Disputes

3.1.2.1 The parties agree to attempt good faith to resolve through negotiation any dispute regarding the Contract.

3.1.2.2 Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.

3.1.2.3 Subject to the provisions of clause 3.1.4 below, any dispute or unresolved claim arising out of or relating to the Contractor the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either agreed to by the parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).

3.1.2.4 If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the disputes shall be referred to arbitration to be effected:

- (a) By an arbitrator mutually agreed upon between the parties; or
- (b) in default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators, in accordance with the provisions of the Commercial Arbitration Act 1985.

3.1.3 Assigning or Subletting

The Contractor shall not without the previous consent of the Principal in writing, assign transfer mortgage charge encumber sublet or subcontract the Contract, or any part thereof. The Contractor shall not assign transfer mortgage, charge, or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Principal being first obtained. Any

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consent shall not discharge the Contractor from any liability in respect of the Contract, and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment of transaction nor to prevent any proceedings for any subsequent breach of this condition, any maybe granted or withheld or made subject to conditions in the absolute discretion of the Principal.

3.1.4 Termination of Contract**3.1.4.1 Where the Contractor**

- (a) fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
 - (b) assigns subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, or encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Principal being first obtained; or
 - (c) (If an individual) becomes bankrupt; or
 - (d) (If a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
 - (e) Makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
 - (f) Includes any statement fact information representation or material in its Quote which is false untrue or incorrect; or
 - (g) fails in any manner to perform the Contract to the complete satisfaction of the Principal;
- then, and in every such case, the Principal may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

3.1.4.2 All damages and expenses incurred by the Principal under or by virtue of the provisions of the contract shall be ascertained and certified to by the Officer, and shall be deducted from any money that maybe then due, or may there after become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Principal, and maybe recovered from the Contractor in any Court of competent jurisdiction.

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3.1.4.3 If the Contract is terminated the moneys which have been previously paid to the Contractor on account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the Contractor and unpaid, and all sums of money (if any) held as security, shall be forfeited and maybe retained by the Principal.

3.1.4.4 Upon termination of the Contract all moneys previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.

3.1.5 Power to Act for the Principal

Anything to be done or performed by the Principal may be done and performed by any person duly authorised by the Principal.

3.1.6 Suspension of Payments

Should the Contractor refuse or neglect to carry out the instructions of the Principal in regard to any matter connected with the Contract, the Principal may suspend all payments to the Contract or until such instructions have been complied with.

3.1.7 Service of Notices

Any notice, order, instruction or communication required to be, or that may be served on or given to the Contractor by the Principal or the Supervisor shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or is sent by prepaid cost to or is left at the address of the Contractor stated in its Quote at such other address as is notified in writing by the Contractor to the Principal.

3.1.8 Complying with Statutory Requirements

3.1.8.1 The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of the provisions of all Acts of the Parliament of the State of Western Australia and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in anyway affecting or applicable to the Services or the performance of the Contract.

3.1.8.2 Without limiting in anyway the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Work Health and Safety Act 2020 and all improvement notices, prohibition notices and codes of practice (if any) issued there under and having application to this Contract.

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3.1.8.3 If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Principal specifying the departure from such provisions which he considers necessary to comply with such requirements.

3.1.9 Industrial Awards

3.1.9.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract.

3.1.9.2 Failure by the Contractor to comply with subclause 3.1.8 hereof shall entitle the Principal by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

4 SPECIAL CONDITIONS OF CONTRACT

4.1 ADVERTISEMENTS AND PROMOTIONS ON SITE

The Contractor may erect on the Site, or permit to be erected on Site, only those signs:

- (a) Required by law;
- (b) Specified in the Contract documents; and
- (c) Required to identify the Contractor's premises.

The Contractor shall not erect on Site, or permit to be erected on Site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

4.2 PUBLICITY

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

4.3 ENVIRONMENTAL PROTECTION

4.3.1 Site Control

The Contractor shall at all times:

- (a) comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of service traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- (b) Comply with all statutes, regulations and by-laws relating to the protection of the environment;
- (c) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent;

4.3.2 Dust, dirt, water and fumes

The Contractor shall prevent any nuisance occurring through the discharge of dust, dirt, fumes and the like on to persons or property.

4.3.3 Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property. The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

PART 4	READ AND KEEP THIS PART
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4.3.4 Smoking on Work Sites

The Contractor shall at all times ensure that all workmen and visitors on the Work Site comply with the following policy on smoking.

In respect of Work Sites, smoking is prohibited:

- (a) In Site offices, lunchrooms or enclosed toilet facilities.
- (b) Inside existing premises that are designated as "no smoking" areas.
- (c) No smoking within 10 metres of playgrounds.

4.4 CONTRACTOR'S REPRESENTATIVE

The Contractors Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

4.5 MATERIALS AND WORK

4.5.1 Regulations

The Contractor shall comply with the Work Health and Safety Act 2020 (the "Act") and Work Health and Safety Regulations 2022 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format. A copy of all "Material Safety Data Sheets" shall be accessible for the chemical being applied.

4.5.2 Chemical Information

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances. The successful contractor will hold a current ChemCert accreditation. The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to section 23(3) of the Act. Copies of all information supplied shall be kept on the Site. The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers

on Site refer to section 19(1)(B) of the Act.
RFQ P&G02/24 Mowing and Maintenance in the Town of

PART 4**READ AND KEEP THIS PART****4.5.3 Trade Names**

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Principal the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Principal. Such approval shall not be anticipated because of similar approval having been given in a previous contract.

4.5.4 Safety Management Plan

The Contractor shall, throughout the works, implement and maintain a "Safety Management Plan". The Contractor shall prepare the Safety Management Plan that is applicable and appropriate for the Scope of Works and meets the satisfaction of Shire.

4.5.5 Induction Training

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work until they have been inducted by the Principal. Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

4.5.6 Pre-job planning

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Principal a Safe Work Procedure prior to the commencing such activity or type of work on the Site. The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

4.5.7 Site and Public Security

No mowing is to take place until the areas are safe and clear of people this is in regards to sporting ovals and all public open space.

PART 4**READ AND KEEP THIS PART****4.6 WORKING HOURS**

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

- (a) Working with in the hours of 7h00 to 18h00 Monday to Friday excluding Public holidays.

4.7 GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- (b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- (c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement's, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates Quote by the Quoter shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Quote, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Quote.

PART 5**COMPLETE AND RETURN THIS PART****5 QUOTE OFFER****5.1 OFFER FORM**

The Chief Executive Officer
Shire of Manjimup
PO Box 1, Manjimup, WA 6258

I/We (*Registered Entity Name*)

(BLOCK LETTERS) _____

Of _____

(REGISTERED STREET ADDRESS)

ABN _____

ACN (if

any) _____

Telephone No: _____

Facsimile _____

No: _____

Email: _____

In response to RFT: 02/24 Mowing and Maintenance in the Town of Walpole

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

The Quoted price is valid up to ninety (90) calendar days from the date of the quote closing.

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

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

PART 5

COMPLETE AND RETURN THIS PART

Dated this: Day of 20.....

Signature of authorised signatory of Quote:

Name of authorised signatory (BLOCK LETTERS):

Position.....Address:.....

Witness Signature:

Name of witness: (BLOCK LETTERS):

Position.....Address:.....

5.2 QUOTE RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant Attachment title to assist the Principal with their assessment.

(NOTE: All pages within Part 5 are to be completed and returned to the Principal as they form part of your Quote submission).

REFEREES

Attach details of your referees, and label it "Referees" . You should give examples of work provided for your referees where possible.	"Referees"	Tick if attached <input type="checkbox"/>
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AGENTS

Are you acting as an agent for another party?	Yes/ No	
If Yes, attach details (including name and address) of your principal and label it "Agents" .	"Agents"	Tick if attached <input type="checkbox"/>

TRUSTS

Are you acting as a trustee of a trust?	Yes/ No	
If Yes, in an attachment labelled "Trusts" : (a) give the name of the trust and include a copy of the trust deed (and any related documents); and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick if attached <input type="checkbox"/>

PART 5	COMPLETE AND RETURN THIS PART
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SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes/ No	
If Yes, in an attachment labelled “Subcontractors” provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) The Requirements that will be subcontracted.	“Subcontractors”	Tick if attached <input type="checkbox"/>

CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes/ No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “Conflict of Interest” .	“Conflict of Interest”	Tick if attached <input type="checkbox"/>

FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes/ No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes/ No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes/ No	
In order to demonstrate your financial ability to undertake the Contract, in an attachment labelled “Financial Position” include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	“Financial Position”	Tick if attached <input type="checkbox"/>

PART 5 COMPLETE AND RETURN THIS PART

INSURANCE COVERAGE

<p>The insurance requirements for this RFQ are stipulated in the Special Conditions. Quotes are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage”. A copy of the Certificate of Currency is to be provided to the Principal within 14days of acceptance.</p>	<p>“Insurance Coverage”</p>	<p>Tick if attached <input type="checkbox"/></p>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;"><i>Type</i></th> <th style="width: 25%;"><i>Insurer–Broker</i></th> <th style="width: 25%;"><i>Policy Number</i></th> <th style="width: 25%;"><i>Value(\$)</i></th> <th style="width: 20%;"><i>Expiry Date</i></th> </tr> </thead> <tbody> <tr> <td>Public Liability</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Workers Comp</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<i>Type</i>	<i>Insurer–Broker</i>	<i>Policy Number</i>	<i>Value(\$)</i>	<i>Expiry Date</i>	Public Liability					Workers Comp											
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Public Liability																						
Workers Comp																						

5.3 COMPLIANCE CRITERIA

Description of Compliance Criteria	
(a) Quotes are to provide acknowledgment that your organisation’s Quote has been submitted in accordance with the Conditions of Quote including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
(b) Compliance with the Specification contained in the Request. (Part 2)	Yes / No
(c) Compliance with the Conditions of Quoting in this Request. (Part 3 and 4)	Yes / No
(d) Compliance with the Quote Response for this Request. (Part 5)	Yes / No
(e) Compliance with all necessary Licenses and Registrations.	Yes / No
(f) Compliance with the Quality Assurance requirement (Health and Safety and Insurances (part 2.9) of this request.)	Yes / No
(g) Compliance with Availability.	Yes / No

5.4 QUALITATIVE CRITERIA

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

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

PART 5

COMPLETE AND RETURN THIS PART

<p>A. Relevant Experience Quoters must address the following information in an attachment and label it “Relevant Experience”:</p>	<p>Weighting 10%</p>	
<p>a) <i>Provide details of similar work undertaken.</i> b) <i>Provide scope of the Quoter’s involvement including details of outcomes.</i> c) <i>Demonstrate competency and proven track record of achieving outcomes.</i> d) <i>Project reference sheet.</i></p>	<p>“Relevant Experience”</p>	<p>Tick if attached <input type="checkbox"/></p>

<p>B. Key Personnel Skills and Experience Quoters must address the following information in an attachment and label it “Key Personnel Skills and Experience”:</p>	<p>Weighting 10%</p>	
<p>a) <i>Abilities and experience of key staff inclusive qualifications etc.</i></p>	<p>“Key Personnel”</p>	<p>Tick if attached <input type="checkbox"/></p>
<p>Supply any other relevant details in an attachment and label it “Key Personnel Skills and Experience”.</p>		

<p>C. Quoter’s Resources Quoters must address the following information in an attachment and label it “Quoter’s Resources”:</p>	<p>Weighting 10%</p>	
<p>a) <i>Plant, equipment and materials.</i> b) <i>OHS Management Plan.</i> c) <i>Safety Record.</i> d) <i>Resources Schedule</i></p>	<p>“Quoter’s Resources”</p>	<p>Tick if attached <input type="checkbox"/></p>
<p>As a minimum, Quoter should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “Quoter’s Resources”.</p>		

<p>D. Demonstrated Understanding</p>	<p>Weighting</p>	
<p>Quoters must address the following information in an attachment and label it “Demonstrated Understanding”:</p>	<p>10%</p>	

PART 5**COMPLETE AND RETURN THIS PART****5.5 PRICE SCHEDULE**

Pricing is weighted and will form part of the evaluation process.

Criteria	Weighting
Quoted price	60%

Payment methods will be on production of monthly invoice with description of works carried out.

PART 5

COMPLETE AND RETURN THIS PART

WHS Policy and Management

	YES	NO
Is there a written company health and safety policy?	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide a copy of the policy.

	YES	NO
Does the company have an WHS Management System?	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide details.

	YES	NO
Is the WHS Management System audited or reviewed on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide details of last audit and outcomes.

	YES	NO
Is there a company WHS organisation chart?	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide a copy.

	YES	NO
Are Health and Safety responsibilities clearly identified for all employees?	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide details.

	YES	NO
Are line managers held accountable for health and safety performances?	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide details.

PART 5	COMPLETE AND RETURN THIS PART
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Safe Work Practices and Procedures

Has the company prepared safe operating procedures or	YES	NO
Specific safety instructions relevant to it operations?	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide a summary listing of procedures or instructions.

YES

Are safe operating procedures or specific safety instructions issued to	YES	NO
employees?	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, please explain how this is done.

5.6 CONTRACTOR'S WORK HEALTH AND SAFETY MANAGEMENT SYSTEM QUESTIONNAIRE

This questionnaire forms part of the Principal's Quote evaluation process and is to be completed by Quoter and submitted with their Quotes and labelled as part of **"Contractor's Safety & Health"**. The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

Does the company have any permit to work systems?	YES	NO
---	------------	-----------

If Yes, provide a copy of a standard incident report form.

PART 5

COMPLETE AND RETURN THIS PART

Which company personnel are responsible for investigating incidents?

Do incident reports contain prevention recommendations?

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

Who is responsible for implementing remedial measures recommended?

Are these procedures for maintaining, inspecting and assessing the hazards of Plant operated/owned by the company?

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide details.

Are there procedures for storing and handling hazardous substances?

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide details. _____

Are there procedures for assessing and controlling risks associated with manual handling?

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

If Yes, provide details.

Occupation Safety and Health

Describe how safety and health training is conducted in your company?

PART 5

COMPLETE AND RETURN THIS PART

Provide a summary or examples of safety and health training courses provided for, or undertaken by employees during the past 12 months.

Is a record maintained of all training and induction programs undertaken for employees in your company?

YES

NO

If Yes, provide examples of safety training records.

Provide details of any company safety induction programs for company employees and or/Sub contractors.

Safety and Health Workplace Inspection

YES

NO

Are regular health and safety inspections at work Sites undertaken?

If Yes provide details.

YES

NO

Are standard work place inspection checklist used to conduct health and safety inspections?

If Yes, provide details or examples.

Who normally completes workplace safety and health inspections?

PART 5 COMPLETE AND RETURN THIS PART

How are workplace safety and health inspection reports dealt with?

Is there a procedure by which employees can report hazards at workplaces?

YES

NO

If Yes, provide details.

Safety and Health Consultation

Is there a workplace safety committee?

YES

NO

If Yes, provide details.

Are there guidelines on procedures governing the safety committee operation?

YES

NO

Are there employee elected health and safety representatives

YES

NO

If Yes, provide details.

Is there a company safety officer?

YES

NO

Comments:

PART 5

COMPLETE AND RETURN THIS PART

Safety and Health Performance Monitoring

Is there a system for recording and analysing and safety performance statistics? **YES** **NO**

If Yes, provide details.

Is safety performance on the agenda of management meetings? **YES** **NO**

If Yes, provide details.

Is senior management involved in analysis of safety performance statistics? **YES** **NO**

If Yes, provide details.

Has the company ever been convicted of an occupational health and safety offence? **YES** **NO**

If Yes, provide details.

PART 5

COMPLETE AND RETURN THIS PART

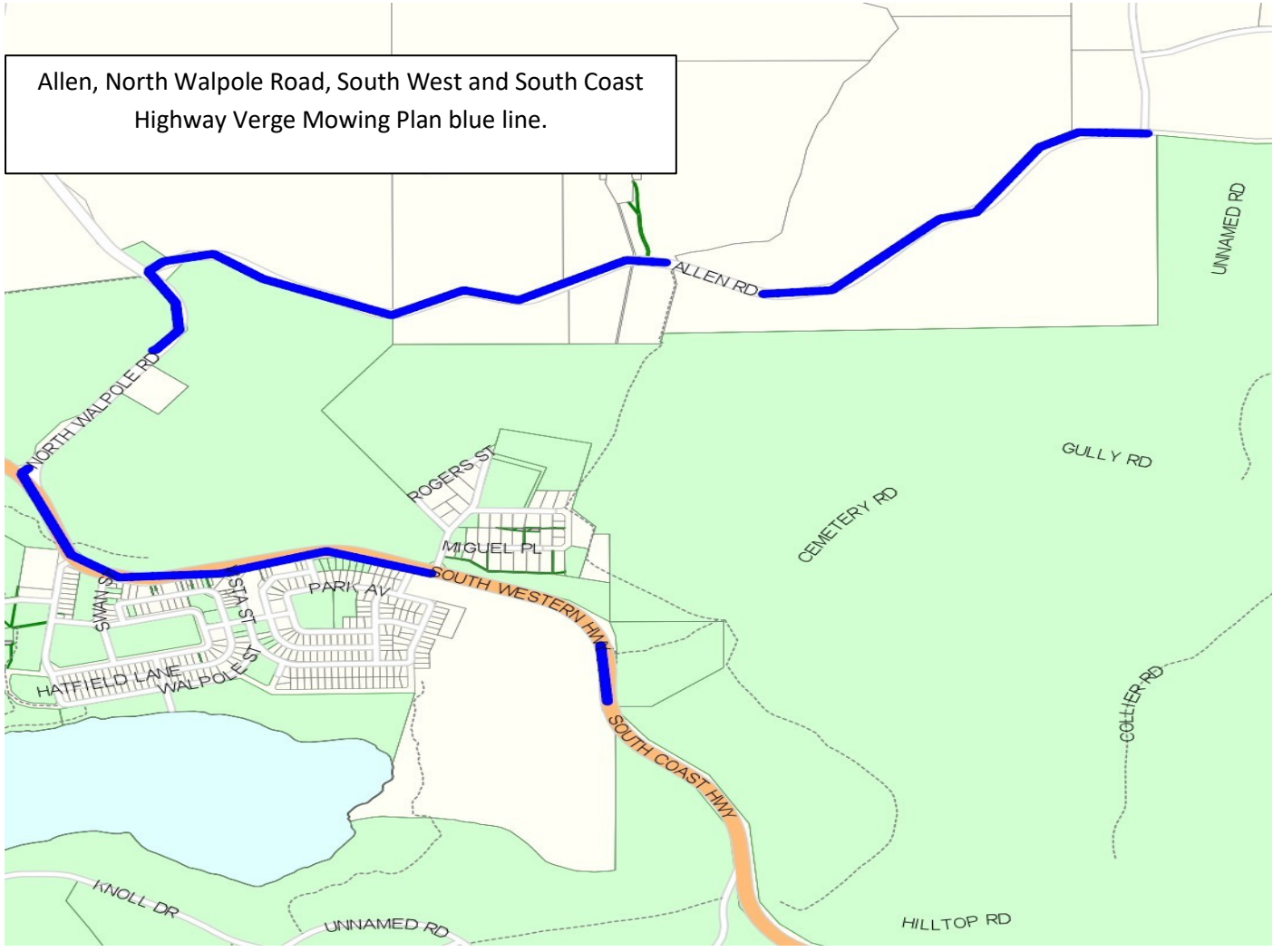
5.7 QUOTER'S CURRENT COMMITMENT SCHEDULE

Project	Description	Value as Let	Date Started	Date Completed/ Anticipated Date of Practical Completion

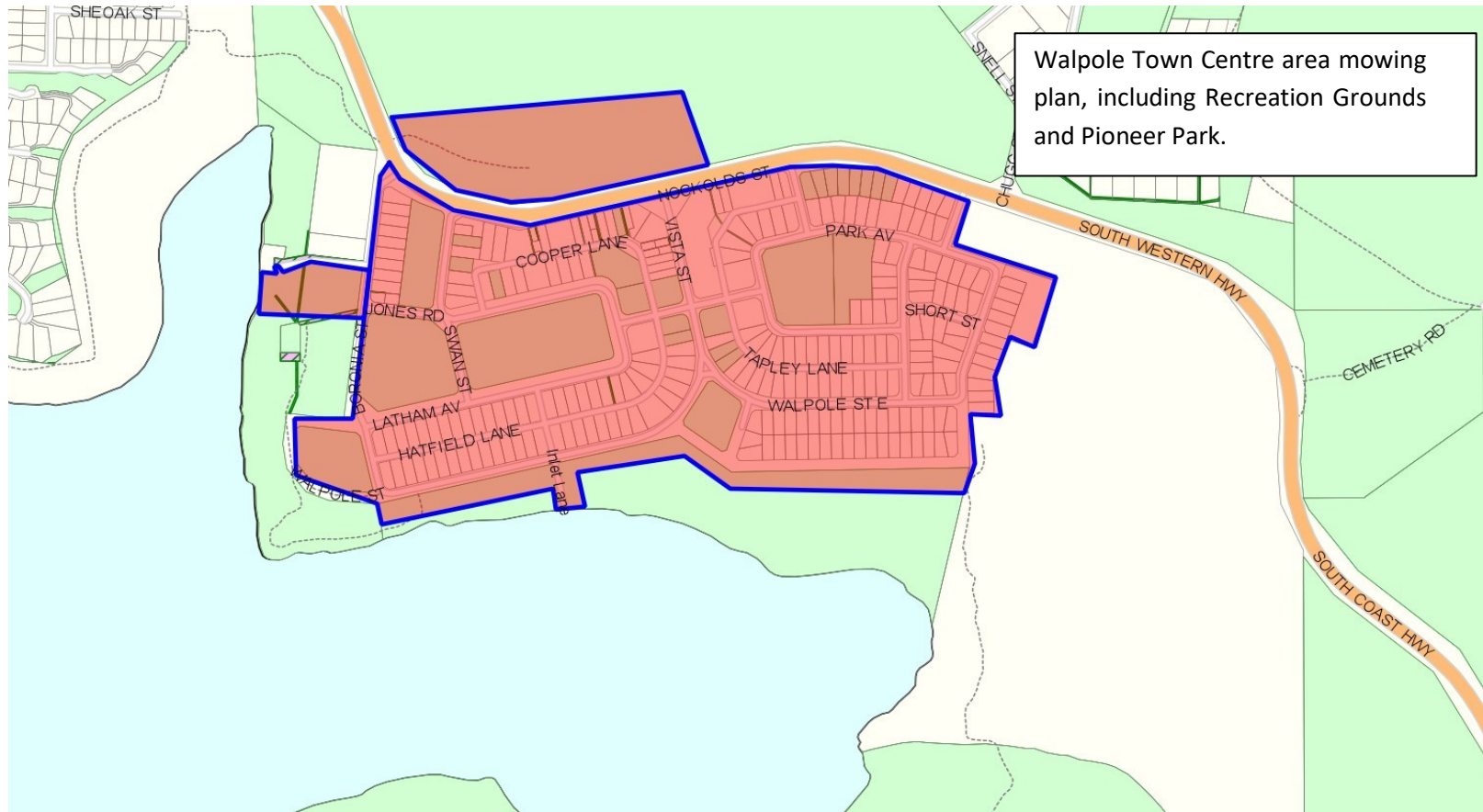
APPENDIX A – SITE MAPS



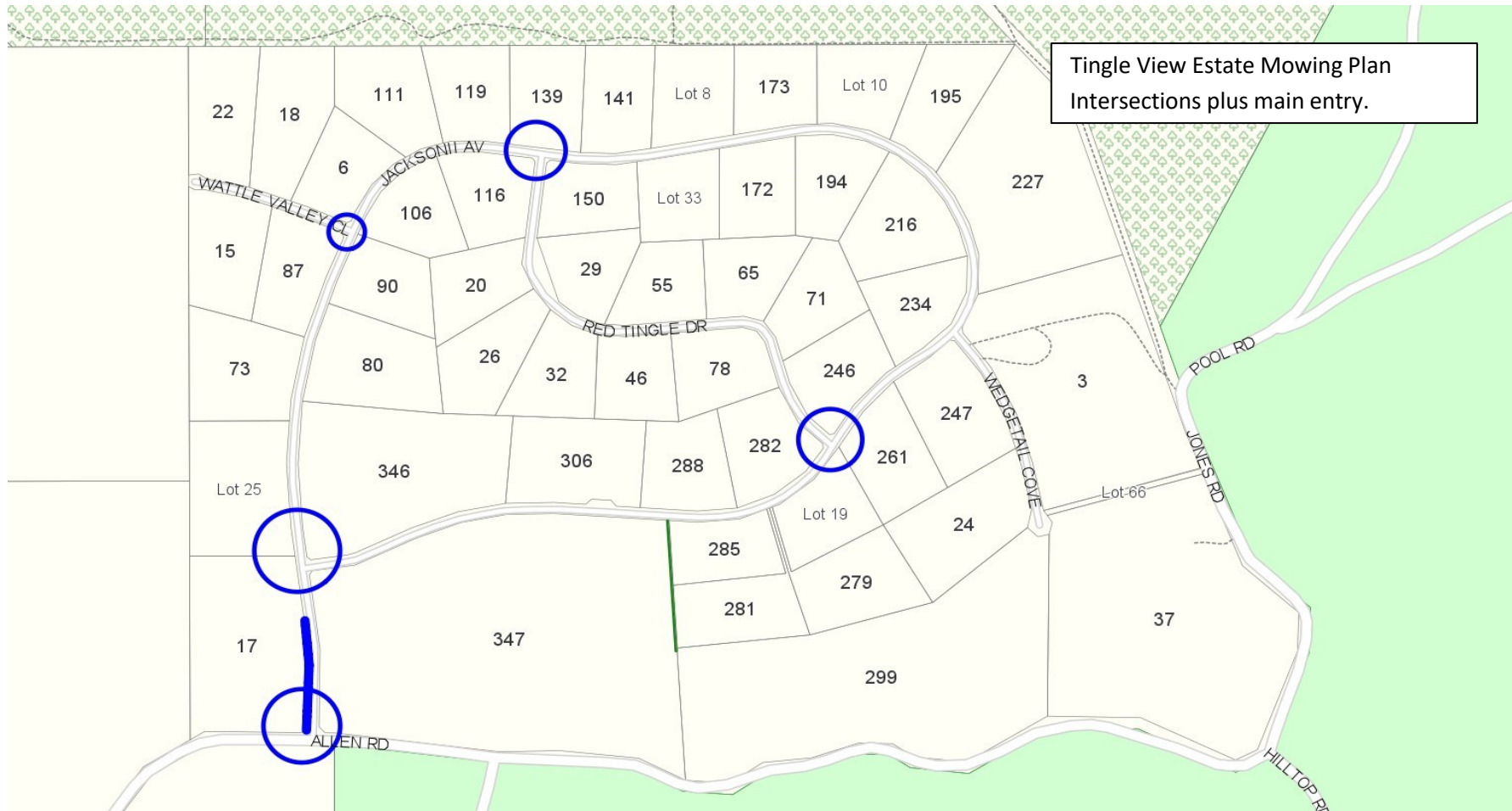
APPENDIX A – SITE MAPS



APPENDIX A – SITE MAPS



APPENDIX A – SITE MAPS



RFT 07/20 Mowing and Maintenance in the Town of Walpole

APPENDIX B SCOPE OF WORKS

Regular works activities include;

Mowing, Kerb line edging, brush cutting, rubbish and debris removal, weed spraying, removal of storm damage (branches) etc.

Occasional works (non-emergency and emergency) required include;

Fertilising using Shire supplied fertiliser, vandalism repairs and parks furniture replacement

The locations and areas of parks included in this contract are shown on Appendix A. Note that the areas are an approximate only.

Frequencies indicated in this contract may be altered by the Principal after discussion with the successful contractor.

Maintenance Activity	Frequency	Standard	
Mowing			
Sports Surface	12 times per year	Grass Height	12 – 25 mm
Perimeter	12 times per year	Grass Height	40 – 50 mm
Weed Spraying			
Footpaths and kerblines. Reserve perimeter, fixtures & fence lines Walpole cemetery	Twice yearly	Species kill rate	95%
Litter Control			
Rubbish pick up	Weekly	Rubbish cleared	90%
Fallen branches	On a required basis	Fallen debris removed	95%
Playing Surface Inspections and Clean Up			
Routine Low Level Inspections (obvious faults which can be identified from an operator on a lawnmower)	2 – 3 weeks	Divots, holes, area free of hazards	

Operation Inspections (to be conducted by Lessee – Sporting Club)	Prior to scheduled games	Divots, holes, area free of hazards	
Litter Cleared	As required		
Fertilising			
Fertilizer supplied by Shire.			
Granulated	2 times yearly	Compliance to specifications	100%

DESCRIPTION OF WORKS

<u>1 - Walpole Recreation Grounds Reserve 21030</u>
<p>A) Frequency: Minimum 12 mows and brushcutting per year. The Principal reserves the right to change the number of mows per year or as the situation demands.</p> <p>B) Equipment: Ride on mower Edger mower Whipper snipper. Spray equipment.</p> <p>C) Playing surface: 3.12 hectares (including verges adjoining Latham Avenue and Swan Street)</p> <p>D) Fertilizing: Twice per year (fertilizer supplied by the Principal)</p>
<u>2 - Walpole Tourist Park (Pioneer Park)</u>
<p>A) Frequency: Minimum 12 mows and brushcutting per year. Principal reserves the right to change the number of mows per year or as the situation demands</p> <p>B) Equipment: Ride on Mower Edge Mower Whipper Snipper, Spray equipment.</p> <p>C) Area: 8.0 hectares (to include both the recreation and parking areas)</p>
<u>3 - Walpole Foreshore South Reserve 36421</u>
<p>A) Frequency: Minimum 12 mows and brushcutting per year. Principal reserves the right to change the number of mows per year or as situation demands.</p> <p>B) Equipment: Ride on Mower Whipper snipper, Spray equipment.</p> <p>C) Area: 2.5 hectares (to include both the recreation and parking area east from Boronia Avenue, west from Vista Street)</p>

4 - Walpole Foreshore West (Boat Ramp) Reserve 34162

- A) Frequency: Minimum 12 mows and brushcutting per year.
Principal reserves the right to change the number of mows per year as situation demands.
- B) Equipment: Ride on Mower
Whipper Snipper. Spray equipment.
- C) 2.5 hectares (to include both the recreation and parking areas)

5 - Walpole Vista Street Park Reserve 39210

- A) Frequency: Minimum 10 times a year and brushcutting per year.
The Principal reserves the right to change the number of mows per year as situation demands.
- B) Equipment: Ride on Mower
Whipper Snipper, Spray equipment.
- C) Area: 1.0 hectares include both recreation and verges adjoining Walpole Street and Walpole Street East)

6 - Walpole Town Entrances (East and West)

- Minimum 8 times and brushcutting per year. The Principal reserves the right to change the number of mows per year or as the situation demands.
- A) Equipment: Ride on Mower
Whipper Snipper, Spray equipment.
 - B) Area: 1200 square meters includes North Walpole Road/ Southwest Highway intersection mowing area around entry sign.
100 square meters which includes the sign surrounds on the Southwest Highway east of town site mowing area.

7 - Walpole Rear Access Laneways

- Minimum 6 times a year plus chemical spray of fence lines 3 times per year.
The Principal reserves the right to change the number of mows per year as situation demands.
- A) Equipment: Ride on Mower
Whipper Snipper
Spray equipment
 - B) Area: Total length 1.8 km including road reserves and rear laneways (unmaintained lot frontages only)

8 - Boronia Ridge

- Minimum 6 times a year plus chemical spray Kerb spray 3 times per year. The principal reserves the right the number of mows per year as the situation demands.
- A) Equipment: Ride on Mower
Whipper snipper
Spray equipment
 - B) From Southwest Highway to the end of Karri Street and all other side entries in Boronia Ridge Estate of Karri street. Mowing and snipping also spraying were required.

Spray Equipment
A) Area: All non-maintained verges, if unsightly or unoccupied inside Walpole townsite. Boronia Ridge – Karri Street verge from Southwest Highway to bottom turn around.
<u>9 - Walpole Cemetery</u>
<p>Frequency: 6 times per year prior to Valentine’s Day (February) Good Friday (Easter) Mother’s Day (May) mid-July, Father’s Day (September) Christmas Day (December) plus chemical spraying on outside of fence lines (approximately 1 m strip) and around gazebo and the niche walls. The Principal reserves the right to change the number of mows and brushcutting per year or as a situation demands.</p> <p>A) Equipment: Ride on mower Whipper Snipper. Spray Equipment</p> <p>B) Area: The Walpole Cemetery is off the Southwest Highway 1km immediately east of the townsite area approximately and is a total area 80m x 120m, which includes the grave sites, the entrance and parking area of cemetery</p>
<u>10 - Tingleview Estate</u>
<p>Frequency: Minimum 6 times a year. Mowing consists of maintenance of sight lines and intersections in the Estate. Principal reserves the right to change the number of mows per year or as situation demands.</p> <p>A) Equipment: Ride on Mower</p> <p>B) Area: Road verges as accessible by Ride on Mower (approximately 2kms)</p>
<u>11 – Allen Road and North Walpole Road</u>
<p>Frequency: Minimum 6 times per year. Mowing consists of maintenance of sight lines and intersections leading to Tingleview Estate The principal reserves the right to change the number of mows per year or as situation demands.</p> <p>A) Equipment: Ride on Mower</p> <p>B) Area Road verges accessible by Ride on Lawn Mower (approximatety 2kms)</p>