



QUOTE NUMBER Q2009-001

HIRE OF PLANT & TRUCKS
(Incorporating Heavy Haulage & Water Cartage)

Effective 6 November 2009 to 31 January 2010

Prepared by:

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Kempsey Shire Council – General Conditions of Quoting
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“GENERAL” CONDITIONS OF QUOTING

1. SUBMISSION OF QUOTE

All quotes must be in writing on the attached form provided. Copies of all documentation as required in the Schedule of Documents are to be attached to the quote form.

- The lowest or any quote not necessarily accepted.
- Late quotes not accepted.
- Canvassing of Councilor’s or staff may disqualify your quote.
- Incomplete quotes not necessarily accepted.

1.1 Method of Lodgment

Quotes should be in sealed business sized envelopes suitably endorsed as per the attached Specification of Works.

The quote shall be:

- a) Posted to the following address so that it is received no later than the deadline for the closing date and time; or
- b) Delivered to the Customer First Centre, 22 Tozer Street, West Kempsey, before the closing date and time.

All correspondence should be addressed to:

The General Manager
Kempsey Shire Council
PO Box 78
WEST KEMPSEY NSW 2440

1.2 Quotes by Facsimile Machine or Electronic Means

Attached quote form may be transmitted to Council by facsimile machine.

Fax Number: 02 65663205,

Or emailed to ksc@kempsey.nsw.gov.au

Note: all other attachments are to be posted to the above address.

Facsimile transmission must be completed before the closing time and date to be considered.

It should be noted that delays or loss of data resulting from electronic malfunction or unavailability, including Telstra’s Fax stream facility, is at the risk of the sender and Council does not accept any responsibility for such delays or losses.

1.3 Formal Confirmations

The quote form and all other documents must be forwarded as confirmation of facsimile sent and must be marked or other evidence produced that the documents were lodged on or before the closing date of quote.

1.4 Opening of Quotes

A designated Council Officer appointed by the General Manager will open the quotes.

Any member of the public may inquire as to whether Council has received a particular quote and the number received. No other information will be provided.

1.5 Confidentiality

All quotes received will be treated, as “Commercial in Confidence” and only the name of the people or business will be available to the public in no apparent order.

1.6 Assessment and Acceptance

Quotes will be assessed against the assessment criteria shown in the attached Specification.

Council will advise all the people or businesses that submitted a quote in writing by posting a “Notice of Receipt – Quote” letter.

Council will also advise people or businesses that have not met the assessment criteria shown in the attached specification.

2. PAYMENT OF TAX INVOICES

2.1 Lodgment of Invoices

It is the Contractors responsibility to lodge their Tax Invoice, quoting Councils order numbers. This invoice must also include start and finish times verified by the signature of the Council employee in charge of the job. Should the Contractor be employed on more than one (1) job during the day then they must obtain certification from the Council employees in charge on each job to include with this invoice. Council will pay any authorised tax invoices within 30 days of receipt.

No payment will be made unless a completed Subcontractor’s Statement (refer attached) is provided with each tax invoice “declaring the payment of all workers compensation insurance premiums, pay-roll tax and remuneration associated with the use of your service up to and including the period of the claim”.

Council will not make payment on any Tax Invoice that is not in the correct form, not an original copy, not filled out correctly or in its entirety.

It is the contractors responsibility to ensure **all** documentation is provide with the tax invoice to support the claim for payment.

2.2 EFT

Council would prefer to pay by “Electronic Funds Transfer” which means payment will be put into the nominated bank account directly (instead of by cheque).

A form requesting your bank account details is attached. This form is to be completed and submitted with the quote document.

2.3 Taxation Details

Contractors must supply their ABN (Australian Business Number) or statement by supplier to Council.

3. TERMINATION OF CONTRACT

Unsatisfactory performance and unsafe practices will result in termination of this agreement.

The services provided will be assessed on a regular basis and the person or businesses advised of the results. A copy of Council’s performance assessment checklist will be provided to all successful contractors. Clause 20 of the Contract should be read as part of this requirement.

Failure to adhere to Safety and Environmental requirements will result in termination of the contract (See clauses 4.1 and 4.2 for further details).

Failure to renew insurance policies, registrations etc and provide Council with a copy upon renewal will result in termination of the contract (See clauses 4.3 for further details).

4. DOCUMENTS TO BE SUPPLIED

All the under mentioned documents **are to be forwarded to Council with the quote documentation.**

4.1 SAFETY MANAGEMENT PLAN

Please refer to Clause 10 of the Contract document.

4.2 ENVIRONMENTAL GUIDELINES

Please refer to Clause 11 of the Contract document.

4.3 INSURANCES

As detailed in the Specification of Works and Quote Form documents.

Please note: Certificates of Currency are required for all insurances and **must** stipulate any exclusions on the policy. Council **must** be noted as **Interested Party** on the public liability (\$10 million minimum) insurance.

Renewal of all policies and registrations **must** be forwarded to Council upon renewal payment. Council is to be notified of any cancellation of policy, change of conditions or details and change of insurance companies throughout the term of the Contract.

4.4 OTHER

Documents and data as requested in the specification of works and quote documents.

4.5 PRE-INSPECTION OF HIRED PLANT

All plant and equipment hired on Council work sites will be required to under go a pre-site entry inspection, before the hired equipment is permitted onto councils work sites (see form attached).

This is to be arranged by the quoter. The attached form is to be completed by a qualified mechanic and to be forwarded in to Council prior to commencing works.

Note: Council reserves the right to carry out an inspection audit on vehicles throughout the quote period.

SPECIFICATION OF WORKS

HIRE OF PLANT & TRUCKS

Effective 6 November 2009 to 31 January 2010

1 SCOPE

1.1 The hire of the following plant, heavy haulage and water cartage to various work sites throughout the Kempsey Shire.

Air Compressors

Backhoes – Loaders

- ERG Class BL1: Dig depth \leq 3m
- ERG Class BL3: Dig depth $>$ 4m, \leq 5m
- Pilot control joysticks are preferred for backhoe operation along with comfortable air adjustable seats and anti-vandalism controls

Boring Equipment

- Diameter \leq 1m
- Depth \leq 3m

Buses

- 12 seater
- 20 seater

Cherry Pickers (Elevating Work Platforms)

Combination Tandem / Multi-Tyred Rollers

- ERG Class Combi RR4: Operating weight $>$ 7 tonnes, \leq 10 tonnes
- ERG Class Combi RR5: Operating weight $>$ 10 tonnes

Cranes

- $>$ 12 tonnes

Dozers Track

- ERG Class D05: Net flywheel power $>$ 98kW, \leq 145kW
- ERG Class D06: Net flywheel power $>$ 145kW, \leq 175kW

Excavators

- ERG Class HX1 – HX8: Operating weight \leq 2 tonnes, $<$ 26 tonnes *

Excavator Attachments *

- Standard Bucket
- Mud Bucket
- Certified Lifting Hook complete with safety latch
- Hammer
- Drain Bucket
- Ripper
- Grab
- Compaction Plate
- Long Arm with Bucket
- Guard Rail Driver

Forklift

- Capacity 3000kg at 500mm centre. Maximum height 3300mm

Heavy Haulage Trucks

Landfill Compactors

- Unballasted operating weight > 22 tonnes < 26 tonnes

Light Signage Boards

Low Loader/Float

Miscellaneous

- Miscellaneous items of plant excluding small plant eg chainsaws, blowers, brushcutters etc

Motor Graders

- ERG Class MG6: Net engine power > 90kW, ≤ 100kW
- ERG Class MG7: Net engine power > 100kW, ≤ 110kW
- ERG Class MG8: Net engine power > 110kW, ≤ 125kW

Out Front Mower with Cab and Air Conditioning

- 72 inch deck

Self Propelled Smooth Drum Vibratory Rollers

- ERG Class Single Drum Smooth Drum RR8: Operating weight > 8.8 tonnes, ≤ 12.5 tonnes
- ERG Class Single Drum Smooth Drum RR9: Operating weight > 12.5 tonnes

Self Propelled Padfoot Drum Vibratory Rollers

- ERG Class Single Drum Padfoot RR8: Operating weight > 8.8 tonnes, ≤ 12.5 tonnes
- ERG Class Single Drum Padfoot RR9: Operating weight > 12.5 tonnes

Skidsteer Loaders with Attachments

- 4 in 1 Bucket
- Profiler (450mm wide)
- Auger (200, 300 and 450 dia)
- Grader (2100 wide)
- Trench Digger
- Bucket Broom
- Backhoe
- Boring Unit
- Miscellaneous Attachments

Septic Pump Out Trucks

Street Sweeper

Suction Sweeper

Three-Point Deadweight Rollers

Tipper Trucks

- > 4 tonne, ≤ 10 tonne
- Water and Sewer prefer 8 tonne to 10 tonne trucks with waterproof tailgate to prevent escape of liquid from any equipment being transported and utilised with the truck on-site (eg sewerage sludge)
- Kempsey Shire Council Landfill site requires hungry boards

Tow Tractor with Grid Roller

Tractors with Cabs and Air Conditioning

- > 62 hp, ≤ 83 hp with Turf Tyres
- > 62 hp, ≤ 83 hp with Ag Tyres
- > 82 hp, ≤ 115 hp with Ag Tyres

Tractors Attachments

- Slasher
- Slope Mower
- Mulcher
- Road Broom
- Guard Rail Driver
- Fields Mower

Tree Mulchers

Trench Rollers

Underboring Equipment

Vacuum Pump Out Trucks

Water Cartage Trucks (Potable & Non Potable) Potable Water Carriers Licences are regulated under Section 68 of the Local Government Act 1993 and NSW Health.

Wheel Loaders with Scale System and Printer

- ERG Class WL7: Net engine power > 89kW, ≤ 114kW

Wheel Loaders Attachments

- Multi-Purpose Bucket
- Front lifting Jib
- Front Pallet Fork

Zero Turn Mowers

- 4 foot deck
- 5 foot deck

2 GENERAL CONDITIONS OF HIRE

- 2.1 All fractions of an hour worked will be paid for in proportion to the hourly hire rates to the nearest quarter of an hour.
- 2.2 The cost of transporting the plant to and from the job site shall be the responsibility of the Contractor and separate payment for this will not be made by Council except where in the event of the plant being transported from one place of hire by Council to another place of hire by Council, then payment for the transport between places of hire shall be made once only at the rate tendered for transport charges.
- 2.3 Payment for hire will not be made for any period the plant is rendered idle due to breakdown or for reasons within the Contractor's control. If the idle period for minor adjustments is less than one-third of an hour per day or shift, there shall be no variations in the applicable rate.
- 2.4 The plant may be stood down at any time deemed necessary by Council. Payment will cease from the time of standing down as determined by Council. A minimum hire period of two (2) hours shall apply at hourly rates, for any day where use of the plant has commenced.
- 2.5 If a Contractor is sent to a job and conditions prevent work on the site, then the Contractor is to be stood down and paid the minimum hire.
- 2.6 The Council reserves the right to terminate the hire at any time without notice, should the services rendered or the operation of the plant not be satisfactory.
- 2.7 Payment for hire will not be made for any period the plant is rendered idle including morning tea and lunch breaks. Where a meal break is taken the time is deducted as idle time.
- 2.8 Emergency call outs require a maximum response time of 2 hours.

- 2.9 All labour, fuels, oils, spare parts, accessories and other materials to enable the continuous and satisfactory operation of the plant shall be supplied by the Contractor at its expense (where plant is hired on a plant only basis, the Council will supply all fuel, oil and grease).
- 2.10 Contractor to provide all replacements of cutting blades, tyres and wire ropes.
- 2.11 On wet hire (with operator) fuelling of the plant shall be carried out outside normal working hours.
- 2.12 To carry out all repairs to the plant of whatever description expeditiously and at the Contractors expense. As far as practicable all adjustments and repairs shall be carried out on wet days or outside normal working hours. Tools and equipment to carry out the necessary repairs shall be provided by the Contractor.
- 2.13 Plant must be equipped with a first aid kit and fire extinguisher (where plant is hired on a plant only basis, the Council will supply first aid kits).
- 2.14 Plant must have good all round vision from the driving position with entry and exit to the cab unobstructed.
- 2.15 The Contractor shall accept and obey instructions from any employee of Council nominated by the Council to issue such instructions.
- 2.16 Contractors will be required to provide suitably registered and mechanically reliable plant and equipment to Councils work sites.
- 2.17 Council reserves the right to undertake or request vehicle safety checks from time to time for the duration of the period.
- 2.18 Contractors will be required to have automatic opening tailgates whilst on Councils worksites.
- 2.19 The name of the person or business and contact phone number are to be displayed on the plant and equipment (that is easily read from a distance) whilst work is in progress.
- 2.20 Contractors must advise Council's Supervisor when work cannot be undertaken due to mechanical breakdown or ill health etc, an agreement reached on alternative arrangements that will still provide the required standard of service.
- 2.21 Should a contractor be unable to meet Council's requirements within a reasonable period of time, as determined by the Engineer, then Council reserves the right to obtain equipment from other suppliers.
- 2.22 Council will invoice authorised water cartage contractors for any water dispensed from the water supply system. The quotation hire rate is to include allowance for the cost of any water used as no other reimbursement will be considered. The annual access charge in accordance with Council's fees and charges for the published year is payable in advance. With actual usage charged in accordance with Council's fees and charges for the published year at a per kilolitre rate, also a bond (refundable) in accordance with Council's fees and charges for the published year for a metered stand pipe, this charge is one off.
- 2.23 The carrying capacity or SWL of the plant item, is to be easily read from a distance.
- 2.24 Council will be listing all offers of plant provided that all insurances, permits, registrations, licences, safety compliance etc are valid and provided with the plant, heavy haulage and water cartage hire form/s at the time of closing the quote.
- 2.25 Failure to submit the required documents will result in the expression of interest being discarded as non-conforming.

3 REGULATION COMPLIANCE

- 3.1 All contractors are to comply with current road rules within the state of NSW.

- 3.2 Provide all necessary plant, equipment and road warning signs, which must comply with current Australian Safety Standards. (Provide a brief description).
- 3.3 Contractors must note that all loads must conform to the legal load limits as set out in RTA Ordinance 30 or its successor and that loads may be checked at anytime.
- 3.4 Contractors must note that all loads must be restrained in accordance with Federal Office of Road Safety Load Restraints Guide, available from any Roads and Traffic Authority of NSW office.
- 3.5 Contractors must note that all vehicles on Councils work site are to comply with Workcover code of practice Moving Plant on Construction Sites – February 2000 or its successor.
- 3.6 Contractors must note that they are to be aware and comply with AS1742.3 – Manual of Uniform Traffic Control Devices.
- 3.7 Contractors must note that they are to be aware and comply with RTA Traffic Control at Worksites Manual.

4 SAFETY

- 4.1 All contractors are to understand and comply with the Occupational Health & Safety Act 2000 and associated legislation.
- 4.2 All contractors are to complete Councils “Contractor Safety Management – Pre Qualification Evaluation” Form (attached).
- 4.3 All Contractors are to comply with Councils Occupational Health and Safety Manual.
- 4.4 Council reserves the right to remove any contractors’ from its worksites that do not comply with the above publications, and has the right to remove the contractor from the list of providers if they do not comply within a 14 day period.

5 ASSESSMENT CRITERIA

- 5.1 The selection of hire of plant will be assessed on a combination of compliance, price, locality to the work site, machine operator capabilities, performance, availability, reliability and local experience.

6 SUBMISSION OF QUOTE

- 6.1 Quotes are to be submitted in a business sized envelope, split into the following categories:

Hire of Plant Form (hire rates and plant details)
Separate form for each plant item please.

Schedule of documents (insurances, registration, licence, EFT form, OH&S Management Plan etc) Only one form needed but please attach separate sheet with details.

Contractor Safety Management - Pre Qualification Evaluation Form
Only one form needed.

- 6.2 Quotes lodged by hand, mail, faxed or electronically should be endorsed:

“QUOTATION NUMBER Q2009-001 – HIRE OF PLANT & TRUCKS”

“CLOSING – 10AM FRIDAY 6 NOVEMBER 2009”

NOTE:

All documents mentioned in the works specification can be sited at the Fleet Office at Councils Thompson Street Depot West Kempsey.

KEMPSEY SHIRE COUNCIL **QUOTE AGREEMENT**

THIS AGREEMENT made the _____ day of _____ 2009
BETWEEN THE COUNCIL OF THE SHIRE OF KEMPSEY of Elbow Street, West Kempsey
(hereinafter called "**Council**") of the one part.

AND

the Party named in the Quote Form (hereinafter called "**Contractor**") of the other part.

DEFINITIONS AND INTERPRETATION

a) In this Agreement the following terms (in any form) have the following respective meanings:

- | | |
|-------------------------|---|
| "Equipment" | means all materials, plant and/or equipment to be used by the Contractor in performing the Work. |
| "Personnel" | includes the Contractor, Contractor's employees, agents, servant, consultants and sub-Contractors. |
| "Price Schedule" | means Quote Form attached hereto which sets out the rates and charges for the Work to be performed by the Contractor. |
| "Work" | means the works and services provided for by this Agreement. Refer Specification of Works. |

b) In this Agreement unless the context otherwise requires:

- i. a reference to a particular Act, Regulation, proclamation, by-law, standard, code or similar, includes any amendments, revisions, re-enactment or replacement thereof;
- ii. all measurements of physical quantities shall be in the metric system of measurement as defined in the National Measurement Act, 1960;
- iii. monetary references are references to Australian Currency;
- iv. a cross reference to a clause number is a reference to all of its clauses and sub-clauses;
- v. headings and under linings are for convenience only and do not effect the interpretation of this Contract;
- vi. a reference to a document includes an amendment, supplement to, replacement or notation of that document;
- vii. a reference to a party to a document includes that party's successors and permitted assigns;
- viii. words importing gender includes all genders, and the singular includes the plural and vice versa; and
- ix. a reference to a person includes company, corporation, partnership, joint venture, association, other body corporate and any governmental agency.

ENGAGEMENT

1. The Council hereby engages the Contractor to carry out the Work subject to the terms and conditions contained in this Agreement.

TERM

2. This Agreement shall continue in force as defined in the Specification of Works.

PERFORMANCE OF WORK

3. The Contractor must carry out the work in a conscientious, expeditious and workmanlike fashion and with all due proper care and skill.
4. The Contractor must carry out work in accordance with all laws and legislation relevant to the state of New South Wales.

PROVISION OF LABOUR EQUIPMENT AND MATERIALS

5.
 - a) In performing the work the Contractor must provide at its own cost and expense, all labour, equipment and other things necessary for the proper execution and performance of the work.
 - b) The Contractor must not sub-contract any part of the Work without the prior written consent of the Council.
 - c) Council will not be responsible for any loss or damage caused to the equipment or any injury or loss of life or other loss suffered by the Personnel.
 - d) The Contractor must take every precaution to ensure that its plant and/or equipment and the manner in which it is used or applied and the acts or omissions of it or its Personnel do not result in any damage to property (including property of Council) injury or loss of life.
 - e) The Contractor must ensure that the Equipment is suitable for the work and is maintained by the Contractor in a safe and good working condition.

CONTRACTORS PERSONNEL

6.
 - a) The Contractor warrants that it and its Personnel are competent and have the necessary skills to carry out the work.
 - b) The Contractor will be responsible for the good and proper conduct of all Personnel and for carrying out the work.
 - c) The Contractor must ensure that all personnel carry and display an identity card provided by the Contractor. The Contractor must instruct all personnel to wear and present their identity card, upon request, to Council's representative.
 - d) The Contractor must immediately comply with the directions on safety issued by any relevant authority on safety or by Council. If Council so requires, the Contractor shall produce such evidence as the Council requires to demonstrate compliance.
 - e) Contractors are to ensure all personnel are trained in providing daily invoices / delivery dockets. Council representative will not carry out this function.

CONTRACTORS PERSONNEL UNSUITABLE

7. The Council may at any time by notice in writing to the Contractor require that the Contractor should cease to permit a particular person or persons employed by the Contractor to be engaged in carrying out work which the Contractor is performing for the Council pursuant to this Agreement, and in such event the Contractor shall as soon as is practicable cease to provide the service of such person or persons and shall provide the services of such alternative person or persons as may be acceptable to the Council.

SUPERVISION

8. The Contractor must:
 - i. supervise all work carried out under this Agreement;
 - ii. if not personally supervising the work, employ a competent representative to supervise the work and submit the name to Council of such representative and the name of any person replacing such representative, prior to any work being undertaken.
- 9 Councils Team Leaders have ultimate supervision on all Councils work sites and contractors and their staff are to adhere to the decisions and task directed to them.

OCCUPATIONAL HEALTH AND SAFETY

- 10 a) The Contractor must ensure its compliance with the Occupational Health and Safety Act 2000, Occupational Health and Safety Regulations 2001, Relevant codes and Practices and there associated acts, Regulations and Codes of Practice. All procedures are documented and the contractor personnel are fully trained, and if necessary licensed prior to being required to carry out any task. Without limiting the generality of the foregoing the Contractor must
 - i. undertake a risk assessment of the work before commencing the work;
 - ii. hold all necessary Work Cover, RTA, NSW Police or other accredited certification and licences for the tasks to be performed or plant and equipment to be used in connection with the work;
 - iii. have the appropriate policies and procedures in place regarding:
 - A) risk assessment
 - B) hazard reporting
 - C) accident/incident reporting
 - D) rehabilitation
 - E) personal protective equipment
 - iv. Produce its own Safety Management Plan relevant to the site and the works in accordance with relevant safety rules, regulations and industry standards.
 - v. Where construction plant is to be used for the work it, complies with the requirements of the Occupational Health and Safety legislation, codes of practice and relevant Australian Standards;
- b) The Contractor warrants that the policies, procedures and plans referred to in clause 10 a) are in place and current and that it indemnifies Council in respect of any loss or damage suffered by Council in respect of any breach of this warranty or from any failure by the Contractor to comply with the provisions of sub clause 10 a) hereof. If the Council so requires, the Contractor shall produce such evidence as the Council requires to demonstrate compliance by the Contractor with the provision of the clause.
- c) The Contractor must comply with all Councils policies and procedures that are in place at the time of engagement and those developed and implemented anytime thereafter.

ENVIRONMENTAL CONTROL

11. a) The Contractor must ensure its compliance with the Protection of the Environment Operations Act 1997, and associated Federal and State legislation and regulations relating to Environmental Protection, that all procedures are documented and the personnel are fully trained in those procedures.

- b) Without limiting the generality of the foregoing the Contractor must produce its own Environmental Guidelines relevant to the work in accordance with relevant rules, regulations and industry standards.
- c) The Contractor warrants that the policies and procedures referred to in clause 11 a) are in place and current and that it indemnifies Council in respect of any loss or damage suffered by Council in respect of any breach of this warranty or from any failure by the Contractor to comply with the provisions of sub clause 11 a) hereof. If the Council so requires, the Contractor shall produce such evidence, as the Council requires to demonstrate compliance by the Contractor with the provisions of clause.

COMPLIANCE WITH STATUTORY REQUIREMENTS

- 12. a) In performance or purported performance of this Agreement the Contractor must, at the Contractors cost and at all times, comply with and ensure that all personnel comply with the requirements of all Acts, Regulations, ordinances, by-laws, standards, codes, permits and other lawful directions of all competent authorities relating to or otherwise affecting the subject matter of this Agreement.
- b) Without limiting the generality of Sub-clause a) above the Contractor must comply with all statutory obligations in respect of:
 - A) "A New Tax System" legislation
 - B) Superannuation Contributions
 - C) Employee Entitlements
 - D) Workers Compensation
 - E) Child Protection
 - F) Anti-discrimination requirements
 - G) Workplace Relations Act 1996
 - H) Occupational Health and Safety New South Wales Act 2000
 - I) Protection of The Environment Operations Act 1997
 - J) Section 127 of The Industrial Relations Act 1996
- d) If the Council so requires, the Contractor shall produce such evidence as the Council requires to demonstrate compliance by the Contractor with the provisions of this clause.
- e) The Contractor must prior to commencement of the work provide Council with its ABN and evidence of registration for GST purposes.

CONTRACTOR'S REMUNERATION

- 13. a) The Council shall make payments to the Contractor as set out in the Quote Form and referred to as Contractors Remuneration.
- b) Payments will only be made for specified work that has been performed and only after receipt of a **TAX INVOICE**. Council will pay any authorised tax invoices within 30 days of receipt, unless otherwise specified and agreed in Item 4 of the schedule.
- c) Payment will be made subject to conformity with section 12(b) G above.
- d) Within one calendar month after 30 June 2010, the Contractor shall furnish to Council a Final Statement of all the Contractor's claims against the Council whether under the Agreement or otherwise and no claim which is not included in that Final Statement shall thereafter be made by the Contractor against the Council on any account whatsoever in relation to the hire of plant under this Agreement. The Final Statement shall be endorsed "Final Statement" by the Contractor.

INDEMNITY

14. The Contractor is responsible for and must indemnify Council against liability for all loss, damage or injury to persons or property caused by the Contractor, or its employees servants, invitees, or agents, and 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 must be made good at the Contractor's expense and may be deducted from any moneys due or becoming due to the Contractor.

RELEASE

15. The Contractor releases Council from any liability for damage, loss, injury or death arising from or in connection with the carrying out of the work except where such liability, damage, loss, injury or death is caused by the act, negligence or default of the Council or its employees.

DAMAGE TO PROPERTY

16.
 - a) If, in performance of or purported performance of its obligations, the Contractor, or any of its personnel, by any act or omission, damages, or causes to be damaged, any property of Council or any other person, the Contractor must pay the cost of repairing and making good such damage and the amount of any losses, costs or expenses which may be suffered or incurred by reason of such property damage.
 - b) If the Contractor refuses or fails to pay the costs of repairing and making good such damage within reasonable time, then the Council may arrange rectification of the damage to be carried out by others, the costs of which shall be a debt due by the Contractor to the Council.

INSURANCE OF CONTRACTORS EMPLOYEES AND PERMITTED SUB-CONTRACTORS

17.
 - a) Prior to commencing the work, the Contractor must ensure that a suitable policy of insurance is taken giving cover to the Contractor and all sub-Contractors against any claim brought under any legislative provision relating to workers compensation or rehabilitation and occupational health and safety, as a result of personal injury to, or the death of, any person employed by the Contractor or by any sub-Contractor in or about the execution of the work under this Agreement.
 - b) before commencing work the Contractor shall insure against liability for death or injury to persons employed by the Contractor including liability by Statute and at Common Law. The insurance cover shall be in accordance with the Workplace Injury and Compensation Act 1998 as amended and shall be maintained until all work including remedial work is completed.

The Contractor shall ensure that every subcontractor is similarly insured.

- c) the insurance cover in respect of the liabilities of Council under sub-clause a) will be without limit and, unless otherwise specified elsewhere in this Agreement, the policy will be effected with a reputable insurer and in terms approved in writing by Council; such approval not being unreasonably withheld. The policy must be maintained during the currency of this Agreement.
 - d) the Contractor must comply and must ensure that his sub-Contractors at all time comply with all relevant statutes and regulations concerning the insurance and statutory cover of liabilities for death, injury, sickness and other liabilities occurring to or in relation to the sub-Contractor's employees.

INSURANCE – PUBLIC LIABILITY

18. a) Prior to the commencing of the work the Contractor must take out a public liability policy of insurance in the names of the Contractor and all sub-Contractors employed from time to time in relation to the work for their respective rights and interests to cover their liabilities to third parties. This policy must note the interests of Council as principal.
- c) the public liability policy will include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any parties comprising the insured and for the purpose of which the insurer accepts the term “insured” as applying to each of the parties comprising the insured as if a separate policy of insurance had been issued to each of them.
- d) the public liability policy of insurance will provide cover at least to the level required by the Schedule of Documents Form for any one occurrence and be unlimited as to the number of occurrences, and will be effected with and in terms approved in writing by Council; such approval not being unreasonably withheld. The policy must be maintained during the currency of this Agreement.

INSURANCE – GENERAL

19. All insurance requirements are as provided for in the quote form for the Specification of Works in addition to or in combination with Clause 17 & 18.

TERMINATION BY COUNCIL

20. a) Notwithstanding anything herein contained to the contrary, the Council may terminate this Agreement at any time should the Contractor or its personnel be guilty of any dishonesty, serious misconduct, serious safety concerns, or serious neglect of duty, or be in breach of the terms of this Agreement and such breach is not rectified within seven (7) days after service by Council on the Contractor of written notice specifying the breach and requiring its rectification within seven (7) days, or refuse to comply with any reasonable instructions or directions given by Council.
- b) This Agreement may be terminated by either party giving the other sixty (60) days notice in writing.
- c) This Agreement may be terminated as provided for in General Conditions of Quote.
- d) This Agreement may be terminated by non-performance of the contractor to carry out work as per the specification of works and this agreement.
- e) If this agreement is terminated under clause 20 d), the estimated cost of lost production by non-performance (calculated by the engineer) for that period of hire, will be deducted from monies outstanding and/or billed to the contractor.

ASSIGNMENT

21. This agreement must not be assigned without the consent of the other party.

RELATIONSHIP OF PARTIES

22. Nothing contained herein shall continue the relationship of partnership or employer and employee between the parties hereto and it is the express intention of the parties that any such relationship is denied.

GENERAL

- 23. a) This Agreement shall be construed according to the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS

For and on behalf of Kempsey Shire Council

.....
(Signature)

.....
Witness (Signature)

For and on behalf of _____
(Insert - Business Name Here)

.....
(Signature)

.....
Witness (Signature)

Signed this day of 2009.



KEMPSEY SHIRE COUNCIL

HIRE OF PLANT & TRUCKS QUOTE FORM

(Please complete a separate form for each item of plant)

Effective 6 November 2009 to 31 January 2010

Name: _____ ABN: _____

Address: _____ P/Code: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

Contact Person: _____ GST Registered: Yes / No

Trading As: _____ Company: Yes / No Partnership: Yes / No Sole Trader: Yes / No

Type of Plant & Class _____

Make & Model _____

Year of Manufacture _____

Registration Number _____ Serial Number _____

Kilometres / Hours Worked _____

Type of Hire: Wet: Yes / No Dry: Yes / No

Plant Available 24 hours / 7 days Yes / No (If No, please specify available hours/days)

Notice Required to Hire (Days / Hours) _____

Minimum Period of Hire _____

Capacity of Body _____ /m³ _____ /Tonne Horsepower _____

Load Covering Device Yes / No _____ (State Type)

Accessories _____

Other Information _____

RATE OF HIRE

Price (excl GST)

HOURLY RATE (Normal working hours Monday to Friday)	\$
HOURLY RATE (Outside normal working hours/emergency call outs)	\$
DAILY RATE	\$
WEEKLY RATE	\$
LONG TERM WEEKLY RATE (Long term hire is defined as continuous hire for a period of more than four (4) weeks).	\$
TRANSPORT CHARGES (Plant being transported from one place of hire by Council to another place of hire by Council).	\$

Signature _____ Date _____



KEMPSEY SHIRE COUNCIL

HEAVY HAULAGE QUOTE FORM

(Please complete a separate form for each item of vehicle)

Effective 6 November 2009 to 31 January 2010

Name: _____ ABN: _____

Address: _____ P/Code: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

Contact Person: _____ GST Registered: Yes / No

Trading As: Company: Yes / No Partnership: Yes / No Sole Trader: Yes / No

Make & Model _____

Year of Manufacture _____

Registration Number _____ Serial Number _____

Kilometres / Hours Worked _____

Type of Hire: Wet: Yes / No Dry: Yes / No

Truck Available 24 hours / 7 days Yes / No (If No, please specify available hours/days)

Notice Required to Hire (Days / Hours) _____

Minimum Period of Hire _____

Capacity of Body _____ /m³ _____ /Tonne

Load Covering Device Yes / No _____ (State Type)

Other Information _____

RATES OF HIRE

	<i>Price (excl GST)</i>
HOURLY RATE	\$

Price per tonne per km – with in km Range (excl GST)							
Range	0.0 – 4.9	5 – 9.9	10 – 14.9	15 – 19.9	20 – 24.9	25 – 29.9	30 +
\$ per KM Range							

Note: Rates for all Cartage Trucks to include operator, fuel, oils, etc from commencement of work on site.

Signature _____ Date _____



KEMPSEY SHIRE COUNCIL

WATER CARTAGE QUOTE FORM

(Please complete a separate form for each item of vehicle)

Effective 6 November 2009 to 31 January 2010

Name: _____ ABN: _____

Address: _____ P/Code: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

Contact Person: _____ GST Registered: Yes / No

Trading As: _____ Company: Yes / No Partnership: Yes / No Sole Trader: Yes / No

Make & Model _____

Year of Manufacture _____

Registration Number _____ Serial Number _____

Kilometres / Hours Worked _____

Type of Hire: Wet: Yes / No Dry: Yes / No

Truck Available 24 hours / 7 days Yes / No (If No, please specify available hours/days)

Notice Required to Hire (Days / Hours) _____

Minimum Period of Hire _____

Capacity of Tank _____ /Litres

Water Ejection _____ (State Type e.g. Fan, Gravity etc)

Other Information _____

RATES OF HIRE

	Price (excl GST)
HOURLY RATE (Weekdays)	\$
HOURLY RATE (Weekends / Public Holidays)	\$

Note: Rates for all Water Cartage Trucks to include operator, fuel, oils, pump use, water charges, etc from commencement of work on site.

Signature _____ Date _____

RATE CALCULATION EXAMPLE'S

HEAVY HAULAGE

HOURLY RATE		Price (excl GST)					
		\$					

Price per tonne per km – with in km Range (excl GST)							
Range	0.0 – 4.9	5 – 9.9	10 – 14.9	15 – 19.9	20 – 24.9	25 – 29.9	30 +
\$ Within KM Range		\$0.25					

Price excluding GST to cart a ton of material.

The following calculation is how KSC prefer this rate to be displayed.

Tonnage carted X Price Per ton per km – within km range X Distance of haulage

Eg.1. 10 ton (carted) X \$0.25 (Per ton per km – within km range) X 9 km (length of Haulage) = \$22.50

Eg.2 12 ton (carted) X \$0.25 (Per ton per km – within km range) X 5 km (length of Haulage) = \$15.00

Price excluding GST to cart material on an Hourly rate.

This amount is what your business charges for the services provided, from the time you arrive at Councils job site to the time you leave the job site.

WATER CARTAGE

	Price (excl GST)
HOURLY RATE (Weekdays)	\$
HOURLY RATE (Weekends / Public Holidays)	\$

The Hourly rate is the amount your business charges for the services provided, from the time you arrive at Councils job site to the time you leave the job site.



SCHEDULE OF DOCUMENTS

HIRE OF PLANT & TRUCKS

WORKERS COMPENSATION OR PERSONAL ACCIDENT AND ILLNESS

Insurance against any death of or injury to persons employed by the Service Provider as required by the Workers Compensation Act of NSW (1987 as amended)

ALTERNATIVELY

Where the Service Provider has **no employees** and in lieu of Workers Compensation Insurance, insurance for personal accident and illness under a policy that provides:

WEEKLY BENEFITS OF AT LEAST 75% OF WEEKLY INCOME
DEATH AND CAPITAL BENEFITS OF AT LEAST \$250,000.00
MINIMUM BENEFIT PERIOD OF 24 MONTHS

PUBLIC LIABILITY INSURANCE

The contractor and all sub-contractors employed from time to time in relation to the work must have in place insurance for their respective rights and interests to cover their liabilities to third parties. These policy / policies must note the interests of Council. The policy shall contain a cross liability clause and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be unlimited in the aggregate.

MOTOR VEHICLE INSURANCE

In the case of motor vehicle used in the performance of the hire, a Motor Vehicle Insurance covering accidental damage, fire and theft. The policy shall be for a sum not less than the full market value of the vehicle. In addition, where the vehicles are:

Registered Vehicles (Plant)

- a) Insurance against any injury to any third party or parties under a Compulsory Third Party Insurance (green slip) as required by the NSW Motor Accidents Act 1988 updated 2002 and
- b) Insurance against loss of or damage to any property owner whatsoever caused by the use of the vehicle when being driven by the Service Provider, its employees or any person not employed by the Service Provider. The policy shall have a limit of indemnity of not less than \$20,000,000 and shall be extended to include "Bodily Injury Gap" cover.

Unregistered Vehicles (Plant)

NOTE: Any damage arising as a result of the plant being used as a "tool of trade" is to be covered by either an extension of the Service Provider's Comprehensive Motor Vehicle Insurance or the liability endorsed onto the Service Provider's Public Liability Insurance.

Dry Hire - Kempsey Shire Council will not provide indemnity beyond the cover provided by Councils own comprehensive insurance which provides market value at the time of loss and third party property damage as per policy conditions.

LICENCES, CERTIFICATES OR OTHER QUALIFICATIONS

List of all personnel associated with the type of work and operation of equipment (attach copies of licence, White (Green) Card (OHS General Induction for Construction Work in NSW) etc)

KEMPSEY SHIRE COUNCIL	<u>Contractor Pre-Qualification Registration Checklist</u>	
Contractors/suppliers of hired plant must be registered, to be eligible to perform Council works.		
Contractor:	Date:	
Contract package: HIRE OF PLANT & TRUCKS		
Total Number of Company Waged Employees:	Number of Waged Employees on Site:	
Hire of Plant Quotation Form completed and attached	Yes/No	
Insurance Certificates of Currencies copies attached (e.g. public liability, workers compensation, income protection, motor vehicle)	Yes/No	
Licences, certificates or other qualifications copies attached (e.g. licence and green card)	Yes/No	
EFT Payments form completed and attached	Yes/No	
Contractor Safety Management – Prequalification Evaluation completed and attached	Yes/No	
OH&S Management Plan (as a minimum equivalent to subby pack) attached	Yes/No	
Kempsey Shire Council Quote Agreement signed and attached	Yes/No	
Contractor Prequalification Registration Checklist completed	Yes/No	
CONTRACTOR REPRESENTATIVE:		
SIGNATURE: of CONTRACTOR:	POSITION	
APPROVED.....	DATE RECEIVED:.....	
SIGNATURE: KSC REPRESENTATIVE:		

EFT PAYMENTS

I in my capacity as
..... (position/job title) being an authorised
representative and on behalf of the above person/organization authorise Kempsey Shire Council to make
payments for supplies and services to the following bank account and contact details:

ACCOUNT NAME:

BANK: NAME:

BANK BRANCH:

BANK STATE BRANCH (BSB) NUMBER: (6 Digits)

ACCOUNT NUMBER: (Maximum of 9 digits)

FAX NUMBER: EMAIL ADDRESS:.....

CONDITIONS OF THE AGREEMENT:

- 1 The supplier is responsible for the accuracy of the above details.
- 2 The supplier warrants that the bank account details provided are not false and comply with applicable laws.
- 3 The supplier is responsible to advise Kempsey Shire Council in writing of any changes to the above account prior to making those changes or closing the nominated account.
- 4 Kempsey Shire Council reserves the right to terminate or suspend the arrangement to pay suppliers by EFT and to revert to payment made by cheque.
- 5 The supplier agrees to repay the Kempsey Shire Council on demand any payments credited to the suppliers account in error and reserves the right to set off the amount of any overpayment made in error against any future liability owing by it to the supplier.
- 6 Payment will be deemed to have been made when Kempsey Shire Council has authorised its bank to credit you nominated account. Kempsey Shire Council will not be responsible for any delays in payment or errors due to factors outside the Council's reasonable control, including but not limited to delays or errors in the banking system or errors in account details supplied.

AUTHORISED REPRESENTATIVE

WITNESS

..... (signatures)

..... (printed names)

Dated:

KEMPSEY SHIRE COUNCIL

Contractor Safety Management - Pre Qualification Evaluation

Date: _____

Work area: _____

Contractor: _____

Manager / Contact: _____ No of Contractor Employees – Total: _____

Site Reps: _____ Signature: _____

Contract Description: _____ Expected Duration of Contract: _____

The OH&S Management Plan shall as a minimum be equivalent to subby pack. This will need to be documented and verifiable (please attach).

Contractor Score: _____

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Signed by: _____ YES / NO
Section Manager Date Qualify

_____ YES / NO
Safety Co-Ordinator Date Qualify

KEMPSEY SHIRE COUNCIL

1.1 Contractors Current – Safety Performance

	LTIFR		Comments			
	Yes	No		Year 1	Year 2	Year 3
What is the Contractors Safety record over the last 3 years?						
1. Number of LTI's			LTI's			
2. LTIFR's			LTIFR			
3. Number of Days Lost Due to Injury			Days Lost			
4. Workers Compensation policy–copy attached						

2.0 Management Responsibility

2.1 Who is responsible for managing the Contractor's Safety function?
 Name _____

2.2 Are Job Descriptions for management / supervisory personnel clearly defined? Do they include OH&S responsibilities?

2.3 Are supervisors given specific training in safety management?
 What is the training? Yes No _____

Yes No _____

3.0 Induction and Training

3.1 Have employees attended the required induction training? Yes No _____

3.2 Are records of employee inductions maintained? Yes No _____

3.3 Have the employees attended any Safety Training (other than the Induction)? Yes No _____

KEMPSEY SHIRE COUNCIL

	Yes	No	Comments
--	-----	----	----------

4.0 Safety Plan

4.1 Does the Contractor have an OH&S Management Plan?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

4.2 Is the Plan suitable for this contract?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

5.0 Employees

5.1 Does the Contractor have a list of current employees with their qualifications, and certificate of competencies?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

5.2 Do any employees have First Aid Tickets?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

5.3 Does the Contractor have appropriate disciplinary procedures in place to ensure compliance with safety requirements?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

6.0 Personal Protective Equipment and Clothing

6.1 Does the Contractor provide and enforce the wearing of P.P.E as required?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

6.2 Are records maintained?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

7.0 Control of Dangerous & Hazardous Substances

7.1 Does the Contractor have system in place to control the entry to site of dangerous and hazardous substances?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

	Yes	No	Comments
--	-----	----	----------

8.0 Risk Assessment/Job Safety Analysis

8.1 Has the Contractor ensured that Risk Assessments are prepared?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

8.2 Are employees involved in the preparation of Risk Assessments?

	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--

KEMPSEY SHIRE COUNCIL

8.3 Are the Risk Assessments recorded?

9.0 Plant and Equipment

9.1 Is there an adequate system for maintenance on plant?

9.2 Are records of maintenance checks available?

9.3 Are identified 'faults' rectified?

9.4 Do competent personnel carry out the inspection?

10.0 Verification of OH&S Programme

10.1 Has the contractor established a programme of regular safety site audits?

10.2 Are safety inspections involving site employees carried out?

KEMPSEY SHIRE COUNCIL

	Yes	No	Comments
11.0 Accident / Hazard Reporting, Recording, investigation and Analysis			
11.1 Has the Contractor established an appropriate procedure for Accident Investigation?	<input type="checkbox"/>	<input type="checkbox"/>	
12.0 Rehabilitation			
12.1 Does the contractor have a nominated Doctor?	<input type="checkbox"/>	<input type="checkbox"/>	
12.2 Does the Contractor have a designated Rehabilitation Coordinator?			
13.0 Records			
13.1 Has the Contractor established a system for maintaining and storage of health and safety records?	<input type="checkbox"/>	<input type="checkbox"/>	
14.0 Areas needing attention			

OWNER OF PLANT:

TYPE OF PLANT:

MAKE OF PLANT:

MODEL OF PLANT:

MINIMUM REQUIREMENTS

	FITTED	NOT FITTED
R.O.P.S Canopy (Exceptions: trucks, excavators, backhoes, drills)		
Operational Fire Extinguisher		
Operational Reverse Lights		
Operational Reverse Beeper		
Operational Flashing Lights		
Operational UHF Radio (If fitted)		

CHECK LIST

<u>Engine</u>	<u>Note Defects – Tick if OK.</u>
Water Leaks	
Radiator Condition	
Hoses + Clamps	
Fan Bearings	
Water Pump Bearings	
Engine Oil Leaks	
Engine Mountings	
Battery Condition + Clamps	
<u>Cabin</u>	<u>Note Defects – Tick if OK.</u>
General Cabin Condition	
Warning Lights and Gauges	
Control Linkages	
Seat Belt Fitted and In Good Condition	
Steps & Grab Rails	
<u>Tyres</u>	<u>Note Defects – Tick if OK.</u>
Tyre Condition	
Tyre Tread Depth	

Kempsey Shire Council	PRE SITE ENTRY - HIRED IN PLANT/SUBCONTRACTOR PLANT INSPECTION REPORT Page 2 of 2
<u>Vehicle System</u>	<u>Note Defects – Tick if OK.</u>
Main Frame Condition	
Steering Linkages	
Bearings	
Air Leaks	
Hydraulics Operation	
Hydraulics Oil Leaks	
Service Brake Operation	
Park Brake Operation	
<u>Drive Train</u>	<u>Note Defects – Tick if OK.</u>
Transmission Oil Leaks	
Universal Oil Leaks	
Wheel Hub Oil Leaks	
Wheel Studs	
Front & Rear Drive Line Condition	
Other Comments. <hr/> <hr/> <hr/> <hr/>	
Inspected By: _____	Signature: _____
Qualifications: _____	Date: _____

SUBCONTRACTOR'S STATEMENT
REGARDING WORKERS COMPENSATION, PAY-ROLL TAX
AND REMUNERATION (Note 1)

Workers Compensation
s175B Workers Compensation Act 1987

Pay-roll tax
Part 5B s31G-31J Pay-roll Tax Act 1971

Remuneration
ss127, 127A Industrial Relations Act 1996

Sub Contractor: _____ ABN: _____
(Business name)

of _____
(Address of subcontractor)

has entered into a contract with _____ *(Note 2)*
(Business name of principal contractor)

ABN: _____ For work between: / / _____ and / / _____ *(Note 3)*
Date Date

and/or Payment Claim Details: _____ *(Note 4)*

Nature of contract work: _____ *(Note 5)*

DECLARATION

I, _____ a Director of / a person authorised by the subcontractor on whose behalf this
(delete as appropriate)
 declaration is made, hereby state that the abovementioned subcontractor:

Is either

- A sole trader or partnership without workers or subcontractors *(Note 6)*.
 OR
 Has and will maintain in force valid workers compensation insurance, policy _____
 _____ *(Policy Number)*

held with _____ as indicated on the attached Certificate of
(Insurance Company)

Currency dated _____, in respect of work done in connection with the contract, during
 any period of the contract and has paid all workers compensation insurance premiums payable in
 connection with the contract *(Note 7)*.

- Is Is not also a principal contractor in connection with the work under contract *(Note 8)*.
 Has Has not been given a written statement by subcontractors in connection with the work.
 Is Is not required to be registered as an employer under the *Pay-roll Tax Act 1971* _____
(Pay-roll tax client No.)

Has paid all pay-roll tax due in respect of employees who performed the work for the principal contractor, as
 required at the date of this statement *(Note 9)*.

Has paid all remuneration payable to relevant employees, for work done under the contract at the date of this
 statement *(Note 10)*.

Signature _____ **Full Name** _____

Position/Title _____ **Dated** _____
(please print)

WARNING

- Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence (Maximum penalty 100 units or \$11,000).
- Any written statement will not relieve the principal contractor of liability if, at the time the written statement was provided, the principal contractor believed the written statement to be false.
- The principal contractor must retain a copy of any written statement for a period of not less than five years (Pay-roll tax), six years (Remuneration) or seven years (Workers compensation).
- **This statement must be accompanied by the relevant Certificate of Currency to comply with section 175B**

NOTES

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Part 5B section 31G-31J of the *Pay-roll Tax Act 1971* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, pay-roll tax and remuneration payable by the subcontractor.
2. For the purpose of this statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity), referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal.
3. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates.

Section 127(6) *Industrial Relations Act 1996* defines remuneration as '*remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.*'

Section 127(11) of the *Industrial Relations Act 1996* states '*to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.*'

4. Payment claim details – Where a subcontractor has entered into a payment schedule with a principal contractor they must identify the period or payment to which the statement applies.
5. An accurate description of the work covered by the contract must be included.
6. In completing the statement, a subcontractor declares that they are a sole trader or partnership without workers or subcontractors and is not required to hold workers compensation insurance.
7. In completing the statement, a subcontractor declares that workers compensation premiums payable up to and including the date(s) on the statement have been paid, and all premiums owing during the term of the contract will be paid.
8. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out work. If your business falls within this category you should also obtain statements from your subcontractors.
9. In completing the statement, a subcontractor declares that all pay-roll tax payable relating to work undertaken as part of the contract has been paid.
10. In completing the statement, a subcontractor declares that all remuneration payable has been paid.

It is noted that definitions of employer, employee, remuneration, and specific provisions for employers of outworkers in the clothing trades are as defined in s127A of the *Industrial Relations Act 1996*.

11. Failure to complete this statement may result in the principal contractor withholding any payment due to the subcontractor. Any penalty for late payment under the contract does not apply to any payment withheld under this subsection. Subcontractors may wish to keep a copy of the statement for their own records.

For more information, please visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Pay-roll Tax Act 1971* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.