



SUPPLY AND INSTALLATION OF ACCOMMODATION UNITS AT THE NARROGIN CARAVAN PARK RFT 22/23 – 01

Description: The Shire of Narrogin invites tenders for the supply and installation of new Accommodation Units at the Narrogin Caravan Park

Documentation: Follows this page

Deadline: 12 pm Monday 14 November 2022

Lodgement: Tenders can only be submitted electronically to rft@narrogin.wa.gov.au

The lowest or any tender may not necessarily be accepted.

Canvassing of Elected Members and Staff shall disqualify tenderers from the tender process.

Further information can be obtained by contacting John Warburton email mo@narrogin.wa.gov.au, telephone 0408 913 694.

Dale Stewart

Chief Executive Officer

Shire of Narrogin

PO Box 1145 Narrogin WA 6312

www.narrogin.wa.gov.au

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REQUEST FOR TENDER
RFT 22/23-01
Supply and Installation
of Accommodation
Units at Narrogin
Caravan Park

Request for Tender	Supply and Installation of Accommodation Units at Narrogin Caravan Park
Deadline For Submission of Tender	12:00 noon Monday 14 November 2022
Address for Delivery	Tenders must be submitted electronically to: rft@narrogin.wa.gov.au (Note: do not send your submission to a Shire Officer as this may render your submission invalid)
RFT Number	RFT 22/23 – 01

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1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Narrogin is seeking Tenders for the supply and installation of up to 3 accommodation units, similar to or to the same specification, interior and exterior style and layout as the existing 3 units at the Narrogin Caravan Park, Williams Road, Narrogin.

A full statement of the goods/services required under the proposed contract appears in the Specification (Part 3).

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following documents:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 – Conditions of Tender (read and keep this part);
- (c) Part 3 – Specification and/or plans/drawings (read and keep this part);
- (d) Part 4 – General Conditions of Contract (read and keep this part);
- (e) Part 5 – Special Conditions of Contract (read and keep this part);
- (f) Part 6 – Supplier Offer (complete and return this part);
- (g) Part 7 – Project Reference Sheet (complete and return this part);
- (h) Appendices. A, B, C, D, E, F

1.3 DEFINITIONS

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

Attachments:	The documents you attach as part of your Tender;
Contractor	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Deadline:	The Deadline for lodgement of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 4;
Offer:	Your Offer to be selected to supply the Requirements;
Principal:	The Shire of Narrogin
Request or RFQ or Request for Tender:	This document;
Requirements:	The work requested by the Principal;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;
Special Conditions:	The additional contractual terms;

Site:	Site means the proposed location of the units within the Narrogin Caravan Park, Williams Road, Narrogin;
Specification:	The statement of Requirements that the Principal requests you to provide if selected;
Superintendent:	John Warburton
Tender:	Completed Offer, response to Selection Criteria and Attachments;
Tender Period:	The time between advertising the Request and the Deadline;
Supplier:	Someone who has or intends to submit an Offer to the Principal.

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete, sign and return the Offer (Part 6) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

1.5 CONTACT PERSON

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

Name:	John Warburton
Telephone:	0408 913 694
Email:	mo@narrogin.wa.gov.au

1.6 TENDER BRIEFING/SITE INSPECTION

Attendance at this meeting is strongly encouraged.

Suppliers are requested to attend a Tender Briefing/Site Inspection **Wednesday, 26 October 2022 at 10:00am**.

The location of the meeting is the Narrogin Caravan Park, Williams St, Narrogin.

The briefing/Site inspection will provide Suppliers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the Tender.

Please confirm your attendance at this meeting no later than **25 October 2022** via email to the contact person John Warburton, mo@narrogin.wa.gov.au

1.7 EVALUATION PROCESS

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender. The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Form of Tender and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, e.g. quoted prices and other relevant whole-of life costs are considered.

- (c) The most suitable Tenders may be shortlisted and may also be required to clarify the offer, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tender.

A Contract may then be awarded to the Supplier, whose Tender is considered the most advantageous to the Principal. Due to the expected expenditure of this Tender, the Principal will need to recommend to the Narrogin Council, the preferred Tender for resolution. Should Council resolve to award a contract, the Principal will then issue a purchase order in line with the Councils resolution. At this time, a contract will be formed and in place.

1.8 SELECTION CRITERIA

The Contract may be awarded to a sole Supplier who best demonstrates the ability to carry out the supply and installation of accommodation units 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 Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.8.1 COMPLIANCE CRITERIA

These criteria are detailed within Part 6 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.8.2 QUALITATIVE CRITERIA

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

NOTE: It is essential that Suppliers 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 evaluation process or a low score

1.8.3 PRICE CONSIDERATIONS

Price is considered to be crucial to the outcome of the contract.

The quoted price will be considered along with related factors affecting the total cost.

Include any items that may affect any pricing outcomes (e.g. Regional Price Preference Policy).

Regional Price Preference policy adjustments may apply - refer sections 1.10, 2.10 and 6.1 Table C

1.9 PRICE BASIS

All prices offered under this Request are to be fixed for the term of the Contract which means until the units are fully completed and useable on site at the Narrogin Caravan Park and satisfactory hand over has occurred between the Supplier and the Principal. Quoted prices must detail Goods and Services Tax (GST).

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

1.9.1 CUSTOMS DUTY

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

1.9.2 SITE ALLOWANCES

This Contract is not subject to adjustment for Site allowances.

1.10 PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION

The Shire of Narrogin has a regional price policy that will apply to this selection.

A copy of the policy is available at <https://www.narrogin.wa.gov.au/documents/532/council-policy-manual> (Policy No. 3.2 refers).

2 CONDITIONS OF TENDERING

2.1 LODGEMENT OF TENDER AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is

12:00 noon Monday, 14 November 2022

Tenders must be submitted electronically to: rft@narrogin.wa.gov.au

Note: Do not send your Tender submission to a Shire officer or the contact person as this may render your Tender invalid.

2.2 REJECTION OF TENDERS

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

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

2.3 LATE TENDERS

Tenders received:

- (a) after the Deadline; or
 - (b) in a place other than that stipulated in this Request;
- may not be accepted for evaluation.

2.4 ACCEPTANCE OF TENDERS

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

2.5 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.

Tenderers may be given the company name of the successful Tenderer or advising that no Tender was accepted, upon request.

2.6 BUILDERS REGISTRATION ACT

Tenderers shall evaluate the work required under the contract and ensure that they are able to meet the requirements of the *Builder's Registration Act*.

2.7 GENERAL CONDITIONS OF CONTRACT

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract in Part 4.

2.8 TENDER VALIDITY PERIOD

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

2.9 REGIONAL PRICE PREFERENCE

Tenderers for these works will be afforded a preference in accordance with Regulation 24A-G of the Local Government (Functions and General) Regulations and the Shire of Narrogin Regional Price Preference Policy.

A copy of the policy is available at <https://www.narrogin.wa.gov.au/documents/532/council-policy-manual> (Policy No. 3.2 refers).

Tenderers are to note that price preference claimed will be required to be substantiated in the response. Refer Section 6.1 Table C

2.10 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 shall have precedence.

2.11 PAYMENT OF INDUSTRY TRAINING FUND LEVY

The Contractor is deemed to be the project owner under the Building and Construction Industry Training Fund and *Levy Collection Act 1990*.

The Contractor shall pay all levies required to be paid under this Act.

2.12 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 the work described in the Request documents, the Tenderer shall state on the Tender Form in the space provided, its registration or license number.

The Tender may not be considered if the Tenderer fails to provide such registration or license number.

2.13 ALTERNATIVE TENDERS

Alternative tenders may be accepted.

2.14 MONETARY VALUES

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

2.15 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering. The Principal does not represent that any information made available completely shows the existing Site or sub-surface conditions. The Tenderer is to accept full responsibility for their own interpretations, deductions, and conclusions made from the information provided by the Principal;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant Attachments.

2.16 ALTERATIONS

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

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

2.17 OWNERSHIP OF TENDERS

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

2.18 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any approved credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer so as to assess that Tender;

and may consider such materials as tools in the Tender assessment process.

2.19 CANVASSING OF OFFICIALS

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

2.20 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 6 and whose execution appears on the Form of Tender in Part 6 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.21 COSTS OF TENDERING

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

2.22 TENDER OPENING

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

The names of the persons who submitted a Tender by the due deadline will be read out at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held at **12:00pm on Monday 14 November 2022** in the Shire of Narrogin Administration Centre.

2.23 IN-HOUSE TENDERS

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

3 SPECIFICATION

3.1 INTRODUCTION

This tender is for the supply and installation of up to three onsite fully self-contained accommodation units at the Narrogin Caravan Park, Williams St, Narrogin and associated construction tasks including earthworks, connection to electricity, water and sewerage/effluent disposal.

The units to be tendered on will not need to be all abilities inclusive as the Shire already has three units that comply with this specification.

The units can be prefabricated or constructed on site however, it is the intention of the Principal for the new units to be of the same style, interior and exterior appearance as the existing three units.

The Principal would like Tenderers to supply submissions on the supply and installation of the following combinations,

- One single bedroom unit with bathroom and one, two bedroom unit with bathroom.
- Two single bedroom units with bathrooms and one, two bedroom unit with bathroom.

The Shire will make a decision on the number of units required once Tenders have been evaluated and final pricing is confirmed.

3.2 BACKGROUND INFORMATION

There are three onsite accommodation units at present. Each of these units are one bed room fully self-contained and all ability inclusive.

3.3 SCOPE OF WORK

Tenderers are asked to see Scope of Works Appendix A attached to this tender for information regarding the requirements for the units. Also attached are:

- Appendix B Soil Classification
- Appendix C Bushfire Attack Level (BAL) Assessment
- Appendix D Site Electrical
- Appendix E Site Plan.

3.4 SPECIFIC REQUIREMENTS OF THE CONTRACT

- Reporting requirements – update at least once every 2 weeks
- Standards (Australian Standards should be used whenever appropriate).

3.5 IMPLEMENTATION TIMETABLE

The Shire expects to award a contract one week after the date of the Council meeting that the Contract recommendation is presented to. This may be December 2022.

A completion date is to be stated and will form part of the assessment of submissions.

4 GENERAL CONDITIONS OF CONTRACT

4.1 INTERPRETATION

For the purpose of this contract:

- (a) "**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.
- (b) "Contractor" means the person or persons, corporation or corporations, who contract to supply the Works the subject of the Contract.
- (c) "Contract Sum" means:
 - (i) where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the provision of the Works and the performance of the obligations of the Contractor under the Contract;
 - (ii) where payment is to be made on a Bill of Quantities or Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Bill of Quantities or Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Bill of Quantities or Schedule of Rates;
 - (iii) where payment is to be made on a Lump Sum and a Bill of Quantities or Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (i) and (ii),
but excluding any additions or deductions, which may be required to be made pursuant to the Contract.
- (d) "**Principal**" means the Shire of Narrogin,
- (e) "**Superintendent**" means the person appointed by the Principal to be the Superintendent and shall include any person notified to the Contractor as the representative of the Superintendent for the purposes of the Contract.
- (f) "**Works**" means the whole of the work to be carried out and completed in accordance with the Contract, including variations provided for by the Contract.

4.2 RISE AND FALL ADJUSTMENT

The Contract shall not be subject to rise and fall adjustment in costs.

4.3 SERVICE OF DOCUMENTS

Any notice to be given to the Contractor under the terms of the Contract, shall be served by:

- (a) sending by post, or
- (b) leaving the notice at the address given in the tender and/or the email address provided.

When posted in a prepaid letter, it shall be deemed to have been duly received at the time at which the notice would have reached that address in the ordinary course of post.

4.4 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

- 4.4.1** The Contractor shall provide all materials, labour, plant, equipment, tools and everything else necessary for the Works.
- 4.4.2** The Contractor shall take upon itself the whole risk of executing, completing and maintaining the Works in accordance with these Conditions, the drawings and specification (if any) and such orders as the Superintendent may issue.
- 4.4.3** The Contractor shall be solely liable for loss or damage to the Works from any cause whatsoever (except loss or damage caused by any negligent act or omission of the Principal, the Superintendent or the employees, professional consultants or agents of the Principal) until the Superintendent has certified that the whole of the Works have been satisfactorily completed by the Contractor.

4.5 ASSIGNMENT AND SUBCONTRACTING

- 4.5.1** The Contractor shall not, without the prior written approval of the Principal assign, mortgage, charge or encumber the Contractor or any part thereof or any benefit or moneys or interest thereunder.
- 4.5.2** The Contractor shall not sub-contract any part of the work under the Contract unless it has made prior application in writing to the Principal giving full particulars of the part of the work under the Contract it wishes to sub-contract and of the proposed sub-contractor and it has obtained the written approval of the Principal.

4.6 STATUTE REQUIREMENTS

- 4.6.1** The Contractor shall comply with the provisions of all relevant Acts, regulations, by-laws, orders and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Works or the execution of the work under the Contract.
- 4.6.2** The Contractor shall give all notices necessary to comply with the aforesaid requirements and shall pay and bear all fees payable in connection therewith.

4.7 INSURANCE

Without limiting its obligations and responsibilities, the Contractor shall take out Insurance for the entire Contract period under the following headings:

- (a) **Public Liability:**
A Public Liability policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.
The policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million (AU\$10,000,000) in respect of Death, Property Damage and Bodily Injury.
- (b) **Workers Compensation or Personal Accident Insurance Cover:**
The Contractor shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any Employee of the Contractor or of a Subcontractor of the Contractor under the *Workers' Compensation and Injury Act 1981* or at Common Law.

(c) **Professional Indemnity:**

Where the Contract involves the provision of professional services and/or advice, the Contractor is to take out a Professional Indemnity Insurance policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Professional Indemnity Insurance taken out by the Contractor will have a limit of Liability based upon a figure agreed by the Principal and Contractor as per the attached Schedule however; the limit of Liability will not be less than \$5 million (AUD \$5,000,000).

(d) **Product Liability:**

Product liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million (AU \$10,000,000) in respect of any one occurrence and for an unlimited number of claims.

The Contractor is to provide the Principal with Certificates of Currency and/or a copy of the Policy wording confirming as laid down within the tender document as part of this tender submission and that the above Insurance policies are in place for the entire Contract period.

The Contractor at the discretion of the Principal may be required to provide the Principal with a Risk Management Plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.

The Contractor at the discretion of the Principal may be required to detail the Principal as a Joint Named Insured under some or all of the Insurances detailed under Clause 7.1 and/or detail the Principals Interest by way of notation on Certificates of Currency.

4.8 TIME FOR COMMENCEMENT AND COMPLETION

4.8.1 The Contractor shall commence work on the site within fourteen days after the Principal has given to the Contractor possession of the site for the commencement of such work by it, or within such further time as may be approved by the Superintendent.

4.8.2 Before commencing work the Contractor shall give the Superintendent three days clear notice in writing. Thereafter the Contractor shall execute the work under the Contract in accordance with the Contract and any directions of the Superintendent and at a rate of progress satisfactory to the Superintendent. The Contractor shall complete the Works within the time specified or within any extended time allowed by the Superintendent.

4.9 MATERIALS

Materials used in the work under the Contract and standards of workmanship shall be in conformity with the provisions of the Contract. Any materials not otherwise specified shall be new and where applicable, materials and workmanship shall be in accordance with the relevant standard of the Standards Association of Australia. The Superintendent may, at any time before the issue of the Final Certificate reject any material or work which is not in accordance with the Contract and may direct its replacement, correction or removal. All such replacements, corrections and removals shall be at the Contractors cost.

4.10 CONTRACTOR'S REPRESENTATIVE

Execution of the Works shall be supervised by the Contractor personally, or by an approved competent person employed by the Contractor whose name shall be notified to the Superintendent in writing. The Contractor or its authorised representative shall be on the site whenever necessary, as determined by the Superintendent, to provide adequate supervision of the execution of the Works. Any order given by the Superintendent to the Contractor's authorised representative shall be deemed to be an order given to the Contractor.

4.11 CLEANING UP

On the completion of the Works the Contractor shall clear away and remove from the site of the Works all constructional plant, surplus material, rubbish and temporary works of every kind and where necessary shall fill and compact and level off all excavations (other than those forming part of the Works) made by the Contractor on the site and leave the whole of the site and Works in a clean and tidy condition to the approval of the Superintendent.

4.12 DEFECTS LIABILITY

4.12.1 As soon as, in the opinion of the Superintendent, the Works shall have been substantially completed in accordance with the Contract and on receiving a written undertaking by the Contractor to finish any outstanding work during the Defects Liability period, the Superintendent shall issue a Certificate of Practical Completion and the Defects Liability period of the time specified shall be calculated from the date so certified.

4.12.2 The Works shall, at or as soon as practicable after the expiration of the Defects Liability period, be delivered up to Principal fully completed in accordance with the Contract and in good condition (fair wear and tear excepted) to the approval of the Superintendent.

4.12.3 The Contractor shall, at its own expense, execute all work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may be required by the Superintendent during the Defects Liability period or within fourteen days after its expiration if required as a result of an inspection made prior to its expiration.

4.13 VARIATIONS

4.13.1 If, at any time during the progress of the work under the Contract, the Superintendent determines that the form, quality or quantity of the work under the Contract should be varied the Superintendent may order the Contractor in writing, to increase, decrease or omit any part of the Work under the Contract or change the character or quality of any material or work.

4.13.2 The rate or price payable for the variation shall be determined by agreement in writing, between the Contractor and the Superintendent, and shall be taken into account in determining the final contract sum.

4.14 PROGRESS PAYMENTS

Unless otherwise provided and subject to these Conditions, the Contractor shall be entitled at intervals of not less than one month, to receive 96 per centum of the value of the work done as determined by the Superintendent and the Principal shall retain 4 per centum. During the Defects Liability period the moneys retained by the Principal shall be reduced to two and one half per centum of the final Contract Sum. Interest shall not be payable on retained moneys. The moneys retained shall be held until the Superintendent shall have certified that the Works have been fully completed and the Contract obligations as to the Defects Liability period have been fulfilled. No certificate of the Superintendent shall be deemed to signify approval or acceptance of any completed work.

4.15 LIQUIDATED DAMAGES

Where an amount for Liquidated Damages is specified and if the Contractor shall fail to complete the Works within the time specified or such extended time as shall be allowed by the Superintendent, then the Contractor shall pay the Principal the sum specified as Liquidated Damages, for such default, and not as or in the nature of a penalty, for every week or part of a week by which completion of the Works is delayed.

4.16 CONDITIONS OF EMPLOYMENT

4.16.1 Any person who for the purpose of his, her or its trade or business employs a worker or employee upon or in connection with any part of the Works, shall be required to observe all the conditions of the relevant award applicable to that trade or business or of a registered workplace agreement. For the purpose of this clause:

- (a) “**Award**” means an award or industrial agreement as so defined under the Industrial Arbitration Act 1912 and amendments, or the Conciliation and Arbitration Act 1904 and amendments;
- (b) “**Employee**” has the meaning ascribed to it in the Conciliation and Arbitration Act 1904 and amendments;
- (c) “**Worker**” has the meaning ascribed to it in the Industrial Arbitration Act 1912 and amendments; and
- (d) “**Workplace Agreement**” means an agreement registered under section 31 of the Workplace Agreements Act 1993.

4.17 PAYMENT OF WORKERS WAGES AND ALLOWANCES

The Principal may require the Contractor to make and deliver to the Principal a statutory declaration that all workers who are or at any time have been engaged on the work under the Contract have been paid in full all amounts which have become payable to them under any statute, ordinance of subordinate legislation, or by any relevant, determination, judgment or order of any competent court, board commission or other industrial tribunal.

4.18 DEFAULT OR BANKRUPTCY OF CONTRACTOR

If the Superintendent shall certify to the Principal that the Contractor has failed to commence the Works within the period specified or has failed to carry out the Works at a rate of progress satisfactory to the Superintendent or has neglected or omitted to carry out any instructions of the Superintendent in respect of the Works or has failed to complete the whole of the Works within the time specified for completion or such extended time as the Superintendent may approve or has intimated that it is unwilling or unable to complete the Works or has committed an act of bankruptcy the Principal may, by giving seven days’ notice in writing, cancel the Contract and all moneys held by the Principal may be utilised by the Principal for the purpose of completing the Works.

4.19 SETTLEMENTS OF DISPUTES

All disputes or differences between the Principal or the Superintendent on behalf of the Principal and the Contractor arising out of the Contract of concerning the performance or non-performance by either party of its obligations under the Contract whether raised during the execution of the Work under the Contract or after the completion of the Works shall be referred to an arbitrator who shall be either -

- (a) Mutually agreed upon by the parties in writing; **or**
- (b) In the absence of that agreement one of at least three persons none of whom shall be an employee of the Principal or the Contractor or have had any association with the work under the Contract whose names are submitted in writing by the Principal for selection by the Contractor, **or**
- (c) In the absence of that selection; by an arbitrator appointed in accordance with the provision of the laws of Western Australia.

5 SPECIAL CONDITIONS OF CONTRACT

5.1 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.

5.2 WORK NOT INCLUDED

The following work is not included in the Contract and will be carried out after or concurrently by others:

- (a) Furniture and equipment (loose), e.g.: tables, seating, refrigerator, microwave etc.
- (b) Final driveway connections and internal roads
- (c) Landscaping and footpaths.

5.3 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.

5.4 DOCUMENTS GENERALLY, DRAWINGS AND SPECIFICATION

5.4.1 COPIES OF DOCUMENTS

Copies of the documents will be available to the Contractor at the charge current at the time of request.

Documents included in this Tender include:

- Proposed Site Location of Units indicating electricity, water and sewage connection points.
- BAL report
- Photographs of existing units

5.4.2 DRAWINGS

The Tenderer is required, as part of their submission to submit all relevant drawings and/or designs. Drawing and document requirements are identified in Appendix A Scope of Works.

5.5 ENVIRONMENTAL PROTECTION

5.5.1 NOISE CONTROL

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The Contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all Sub-contractors observe similar care.

5.5.2 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 construction 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) obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
- (d) ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent;
- (e) ensure that no fire shall be lit without the written approval of the Superintendent; and
- (f) store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

5.5.3 SOIL EROSION

The Contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

5.5.4 DUST, DIRT, WATER AND FUMES

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

5.5.5 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.

5.5.6 REFUSE DISPOSAL

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

5.5.7 SMOKING ON CONSTRUCTION SITES

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

In respect of construction Sites, smoking is prohibited:

- (a) In Site offices, lunchrooms or enclosed toilet facilities; and
- (b) Inside existing premises that are designated as "no smoking" areas.

5.6 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.

5.7 EXISTING IMPROVEMENTS

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall allow to protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

5.8 TEMPORARY SAFETY FENCE

The Contractor shall provide any temporary safety fencing as required by the Work Health and Safety Act 2020 and the Work Health and Safety Regulations 2020 and with any amendments that may be made the Act and the Regulations.

5.9 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

5.9.1 WORKMEN'S AMENITIES

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works.

Occupation of any part of the works and Site for the provision of workmen's amenities shall not be permitted without the prior written approval of the Superintendent. There are toilets on site at the Caravan Park that workers may use.

5.10 MATERIALS AND WORK

5.10.1 REGULATIONS

The Contractor shall comply with the *Work Health and Safety Act 2020* (the "Act") and the *Work Health and Safety Regulations 2020* (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 supplied to the Superintendent with another copy kept on Site by the Contractor.

5.10.2 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 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.

5.10.3 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 Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

5.10.4 SAFETY MANAGEMENT PLAN

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

5.10.5 INDUCTION TRAINING

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

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. A record of all inductions should be maintained by the Contractor and available to the Principal on request.

5.10.6 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 Superintendent 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.

5.10.7 SITE AND PUBLIC SECURITY

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

5.10.8 OCCUPIED SITES

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements. The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupier's operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

5.11 MATERIALS TO BE SUPPLIED BY THE PRINCIPAL

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

5.12 SERVICES INSTALLATION

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

5.13 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:

7:00am to 5:00pm Monday to Saturday

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works.

5.14 SCHEDULE OF WARRANTIES

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract including fixtures, materials or equipment supplied.

5.15 BRANDS OF MATERIAL SCHEDULES

The Contractor shall, within fourteen (14) days from the acceptance of the Tender, notify the Superintendent of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the

Superintendent and shall add no claim for any extra costs incurred.

5.16 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 tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

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

5.17 CONSTRUCTION WARRANTY AND RETENTION

The tenders are to state their construction warranty period.

6 TENDERER'S OFFER

6.1 FORM OF TENDER

The Chief Executive Officer
Shire of Narrogin
89 Earl Street
Narrogin WA 6312

I/We _____

(BLOCK LETTERS)

of _____

(ADDRESS)

ABN/ _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to RFT 22/23-01 SUPPLY AND INSTALLATION OF ACCOMMODATION UNITS AT NARROGIN CARAVAN PARK

Under and subject to the Conditions of Tendering annexed hereto I/we, the undersigned hereby Tender the following sum to complete the Works referred to in the Request for Tender.

Table A

Unit Description and Number of Units	Price Exclusive GST	GST	Price Inclusive GST
Price for one 2 bedroom unit and one single bedroom unit			
Price for one 2 bedroom unit and two single bedroom units			

If requesting payment in stages, set out the stages and milestones required:

Table B

Stage and description	Percentage & Dollar \$ per payment
Stage 1:	
Stage 2:	
Stage 3:	
Stage 4:	
Total	

Table C Regional Price Preference claim

Works or materials from local supplier as per Policy 3.2	Basis -Estimate or Quote	Value applicable Ex GST

Council's Policy 3.2 - Regional Price Preference will apply. Tenderers are to note that price preference claimed may be required to be substantiated.

And I/we undertake to perform the work under the Contract in accordance with the General Conditions of Contract attached to this Request, Specification, Drawings, which documents I/we have examined, and I/we agree that this Tender shall remain binding on me/us for ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing and shall not be withdrawn during that period.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

6.2 TENDERER'S 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 evaluation panel with their assessment.

(NOTE: All pages within Part 6 are to be completed and returned to the Principal as they form part of your Tender submission).

6.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it "Organisation Structure" .	"Organisation Structure"	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "ASC Company Extracts" .	"ASC Company Extracts"	Tick if attached <input type="checkbox"/>

6.2.2 REFEREES

Attach details of your referees, and label it "Referees" . You should give examples of work provided for your referees where possible and provide current contact details i.e. telephone numbers.	"Referees"	Tick if attached <input type="checkbox"/>
--	-------------------	--

6.2.3 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"/>

6.2.4 TRUSTS

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

6.2.5 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:	"Subcontractors"	Tick if attached
(a) the name, address and the number of people employed; and		<input type="checkbox"/>
(b) the Requirements that will be subcontracted.		<input type="checkbox"/>

6.2.6 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 “ Conflicts of Interest ”.	“ Conflicts of Interest ”	Tick if attached <input type="checkbox"/>

6.2.7 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 this 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"/>

6.2.8 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers 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 as part of this submission.			“ Insurance Coverage ”	Tick if attached <input type="checkbox"/>
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Professional Indemnity				
Workers Compensation				

6.3 SELECTION CRITERIA

6.3.1 COMPLIANCE CRITERIA

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Tendering this Request.	Yes / No
(c) Compliance with attendance at any mandatory or recommended tender briefing or Site inspection.	Yes / No
(d) Compliance with the Quality Assurance requirement for this Request.	Yes / No
(e) Compliance with all necessary Licences and Registrations.	Yes / No
(f) Compliance with and completion of the Price Schedule.	Yes / No

6.3.2 QUALITATIVE CRITERIA

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

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

A. Relevant Experience	Weighting 20%
Describe your experience in completing / supplying accommodation units. Submitters must, as a minimum, address the following information in an attachment and label it “ Relevant Experience ”;	Tick if attached
a) Provide details of similar work;	<input type="checkbox"/>
b) Provide scope of the Suppliers involvement including details of outcomes;	<input type="checkbox"/>
c) Provide details of financial capability to complete the works;	<input type="checkbox"/>
d) Demonstrate competency and proven track record of achieving outcomes.	<input type="checkbox"/>

B. Capacity	Weighting 20%
<p>Describe your capacity in completing / supplying similar Requirements. Submitters must, as a minimum, address the following information in an attachment and label it “Capacity”;</p> <p>a) Demonstrated ability of Company to meet the scope of works required as part of this project.</p> <p>b) Provide a timeline to meet project deadlines.</p> <p>c) State a date of when the work can be fully completed from advice of acceptance.</p> <p>d) Length of warranty period on completed units.</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

6.3.3 PRICE CONSIDERATION 60%

The submitted Price weighting comprises 60% of the selection criteria for this RFT, as per table A, 6.1 Tenderer’s Offer.

PART 7

COMPLETE AND RETURN THIS PART

7 PROJECT REFERENCE SHEET

Complete the following details and submit with your Tender labelled as “**Project Reference Sheet**”.

Name of the Project	Value (approx.)	Date Started	Date Completed	Client	Referees Name	Telephone Number

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SHIRE OF NARROGIN ACCOMMODATION UNITS SCOPE OF WORKS

Existing Site Details

Site Classification

In 2019 soil testing was undertaken by UTS Soiltec as part of the pre-construction process for the current accommodation units and the site was deemed to be classified as S in accordance with AS2870–2011. The location of the proposed new units is directly to the north of the existing ones, therefore tenderers are asked to base their pricing on constructing/installing the new units on an S class site. However, prior to construction the successful tenderer must satisfy themselves, as well as the Shire, that the location of the proposed units is an S class site. Should this not be the case, then the Shire and the successful tenderer may need to negotiate and assess a variation to design and final pricing. A copy of the soil assessment has been attached to this tender (Appendix B).

Site Levels and Access

The Shire of Narrogin will provide a site for the units that meets the requirements of the successful tenderer at no cost. This includes removing vegetation and spoil, as well as the cutting of the existing material and import of new material. The successful tenderer will be required to peg the area and give guidance as to what works need to be completed by the Shire.

Appendix E Site Plan has been provided to show the location of the proposed units.

Bushfire Attack Level (BAL) Assessment and Energy Assessment

A bushfire Management Plan was issued to the Shire of Narrogin by Envision on August 16 2022 which has identified the site on where the units are to be constructed as BAL19. Tenderers are therefore asked to base their designs and pricing for both the two bedroom unit and one bedroom units in accordance with that classification. A copy of the plan has been attached as Appendix C.

It is noted by the Shire that report does identify one of the proposed units as being BAL29, however mitigation works will be conducted to lower this rating to BAL19.

Tenderers are also asked to supply designs that are Energy Assessed and certified. Glazing, window and door sizes as well as insulation types will need to be taken into consideration by the tenderer prior to submitting a design and price. If there are any items in the general construction requirement section of this tender that are in direct contradiction to being able to supply certified design, then the Tenderer is substitute the items with ones that are compliant.

Wind Region

Region A1

Utilities

Tenderers are to include in their design and pricing the following,

- Connection of units to existing electrical sub board.
- Connection of units to existing sewer main.
- Connection of units to existing water supply.

There is no provision for telecommunications within the new units.

Drawings and Documentation

Where tenderers are asked to submit drawings or documents as part of their submission, these will be held in confidence by the Shire and will not be released to any third party, unless written consent has been given by the Tenderer to do so.

The successful tenderer will also be required to lodge and get approved, an Application for Planning Consent as well as a Building Permit for the units prior to any construction works. The cost of which will be borne by the Shire.

General Construction Requirements

Tenderers are asked to submit their designs and pricing based on the following general construction requirements. These have been provided so that all tenderers may submit their own designs and pricing to the Shire, based on models that they may already produce or build on site. The areas and materials are non-constrictive and all suitable compliant designs will be considered. However, due to the BAL requirement tenderers are asked to maintain the overall length and width of the buildings to the best of their ability and in line with the floor areas specification.

Please note that if there is any direct contradiction in the below items with regards to maintaining compliance with the BAL requirement, then the BAL requirement shall prevail. This also applies for items that are in direct contradiction of any Australian Standard, Building Code or Legislation. It is the responsibility of the Tenderer to submit a certified design for the Shire to assess.

Please also note that there is no requirement for disability access to any of the units, nor is there any requirement for landscaping or external concrete works.

Floor Areas (1 Bedroom/1 Bathroom)

- Overall length including porch approximately 14000mm long.
- Approximately 4800mm wide.
- Eaves maximum 200mm.
- Bedroom approximately 18m².
- Bathroom approximately 6.5m². (Toilet within bathroom).
- Living area approximately 9.6m².
- Kitchen/dining area approximately 14.5m².
- Front porch approximately 9.6m².
- Rear external slab area approximately 3m².

Tenderers are asked to supply a detailed floor plan of a one bedroom/one bathroom unit as part of their submission.

Floor Areas (2 Bedroom/1 Bathroom)

- Overall length including porch approximately 14000mm long.
- Approximately 4800mm wide.
- Eaves maximum 200mm.
- Bedroom 1 approximately 9.6m².
- Bedroom 2 approximately 9.6m².
- Bathroom approximately 6.8m² includes separate water closet.
- Living area approximately 10.2m²
- Kitchen/dining area approximately 14.5m².
- Front porch approximately 8.5m².
- Rear external slab area approximately 3m².

Tenderers are asked to supply a detailed floor plan of a two bedroom/one bathroom unit as part of their submission.

Concrete Slab

Depending on engineering requirements the concrete slab may either be “slab on ground” with steel reinforcement, or be a prestressed concrete slab that is placed on concrete discs as seen with transportable designs.

Tenderers are asked to supply a detailed slab plan that is engineered for an S class site.

Framework

Depending on engineering requirements, the framework for the internal, external walls and roof can be constructed from either steel or timber.

- Ceiling height to be 2400mm.
- Roof pitch 22.5 degrees max.

Insulation and Sarking

- R1.3 anti-condensation sarking to be installed on top of the roof battens prior to installing the custom orb sheeting.
- Perforated anti-glare foil to be installed to the exterior of the external framework behind the weatherboards.
- R2 insulation bats to be installed to wall framing.
- R4 insulation bats to be installed above ceiling.

External Cladding

- Walls and gable ends to be cladded with 7.5mm Hardiplank weatherboards or similar. Joints to be sealed prior to painting. Cladding to fixed with appropriate fixings.
- Eaves and porch ceiling to be lined with 6mm Hardiflex with PVC joiner strips.
- All corners and junctions to be finished with trims.
- All bare surfaces to be painted. Colour scheme to be advised.
- Colourbond custom orb roof sheeting.
- Colourbond roll ridge, fascia and barge capping.
- Colourbond overflow guttering.
- Colourbond steel down pipes.

Tenderers are asked to supply a detailed elevation and section showing all external cladding items.

Glazing

- Finished height of windows and sliding door to be 2143mm.
- One window per room/area. Five in total for one bedroom unit, six in total for two bedroom unit.
- Windows and sliding door to be constructed from aluminium and be powder coated in black.
- Windows and sliding door to have one fixed panel and one slider with external fly screens.
- Glass to be a minimum of 5mm thick toughened glass. Bathroom to be fitted with obscured glass.
- Windows and sliding doors to be “flushed” prior to installing weatherboards.
- Windows and doors to be lockable.

Tenderers are asked to show the proposed location, height and width of windows and sliding doors on their elevations. Areas of windows will be determined by the floor area of the proposed rooms/areas.

Internal Cladding

- Internal walls to be lined with 10mm plasterboard (Not wet areas).
- Ceilings to be lined with 10mm plasterboard.
- Window and door reveals to be plasterboard.
- Cornice to be max of 75mm.
- Wet areas to be lined with water resistant 10mm plasterboard or 8mm Villaboard.
- All joints to be flushed and sanded.
- Skirting boards to be splayed style.
- All bare surfaces to be painted. Colour scheme to be advised.

Tenderers are asked to supply a detailed elevation and section showing all internal cladding items.

Bathroom

- Floor to be tiled with 200mm by 200mm non slip tiles.
- Shower recess to be tiled to 2000mm above FFL with 400mm by 200mm tiles
- Shower recess to be minimum of 1000mm by 1000mm.
- Shower recess to be waterproofed prior to tiling.
- Shower recess be fitted with stainless steel curtain rail above tiling, mixer, soap dish and shower rose.
- 400mm by 200mm skirting tiles to be install throughout.
- Ceramic hand basin and mixer with mirror.
- Ceramic toilet and cistern.
- All associated plumbing in floor and walls to be included.

Tenderers are asked to supply a detailed section showing all bathroom items.

Kitchen

- Have a minimum of 3000mm long and 600mm wide benchtop that abuts into pantry cupboard. Finished height 800mm max.
- Pantry cupboard to be 2100mm high and 600mm wide.
- Benchtop to have a stainless steel sink with drying pan and mixer.
- Benchtop to have an electric stove top installed. Approximately 600mm by 600mm
- Fully vented range hood installed above stove top
- Cupboard and drawers fitted underneath the bench top between the sink and stove top.
- Splashback to be tiled behind the stove top, from benchtop to the bottom of the range hood. 400mm by 200mm tiles.
- All associated plumbing and electrical to be installed.

Tenderers are asked to supply a detailed section showing all kitchen items.

Electrical

An Existing site electrical plan has been included as Appendix D showing the location and cable sizes of electrical installations throughout the caravan park. Tenderers are asked to satisfy themselves and the Shire that the existing sub board supplying the current units is capable of also supplying the proposed units.

- Bedrooms, kitchens, bathrooms and water closets to have one LED light installed in the ceiling.
- Living area to have two LED lights installed in the ceiling.
- One LED light to be installed on the porch as well as one weatherproof GPO.
- Bedrooms and living areas to have hard wired smoke alarms with battery backups.
- TV antenna point to be installed in living area as well as a data point.
- Fully vented exhaust fans to be installed in bathrooms and water closets.
- Bedrooms to have two double GPO's.
- Living area to have two double GPO's.
- Bathroom to have one double GPO near hand basin.
- Kitchen to have one double GPO installed above the benchtop, and next to the stovetop.
- Living area to have one 4.2hp split system air conditioner installed. Motor to be installed to the rear of the unit.
- A 170 litre heat pump hot water stem is to be installed externally at the rear of the unit.
- Meter box and communications junction box to be installed to the rear of the unit.

Tenderers are asked to supply a detailed plan of all electrical items that show type, location and heights of power points and switches etc.

Fitout

- Floor coverings throughout to be of commercial grade vinyl. Type and colour to be advised.
- Windows to have vertical blinds fitted. Colour to be advised.
- Internal door frames to be steel.
- Bedrooms to have a 820mm flush panel hollow core door with lever set.
- Bathrooms and water closets to have a 720mm flush panel hollow core door with privacy lever set. Bathroom doors to be water resistant.
- All D handles on cupboards are to be of the same finish as the lever handles on the doors. Can be brushed chrome, stainless etc.

Tenderers are asked to provide details of fitout items as part of their submission.

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UTS soiltec

DAN TURNEREMAIL: dant34175@bigpond.com

Date: 11.09.2019

Reference No: Y255 S

**RE: Site Classification on Samples Supplied from Narrogin Caravan Park, 80 Williams Road
NARROGIN**

As requested, we have carried out a site classification on the samples supplied (approximate locations noted on page 2) by yourself from the above property. These samples were tested in our laboratory – see attached results page 3.

It is in our opinion that the site be classified as 'S' according to AS 2870 - 2011, and all slab/footing details should be in accordance with this standard. We suggest no lawn or garden areas be placed around the outer walls to prevent undue wetting up of the underlying soils. Earthworks to be carried out in dry conditions only and in accordance with AS 3798 - 2007 – Guidelines on Earthworks of Commercial and Residential Developments. Any fill to be used on the site should consist of clean free flowing compacted sand.

The soil conditions included in this report are only indicative of the samples provided and if these soils vary when construction has commenced UTS Soiltec Pty Ltd needs to be informed as soon as possible.

Should you require any further information on any of the above, please contact us at your convenience.

K. Clements
(Geotechnical Consultant)



UTS soiltec

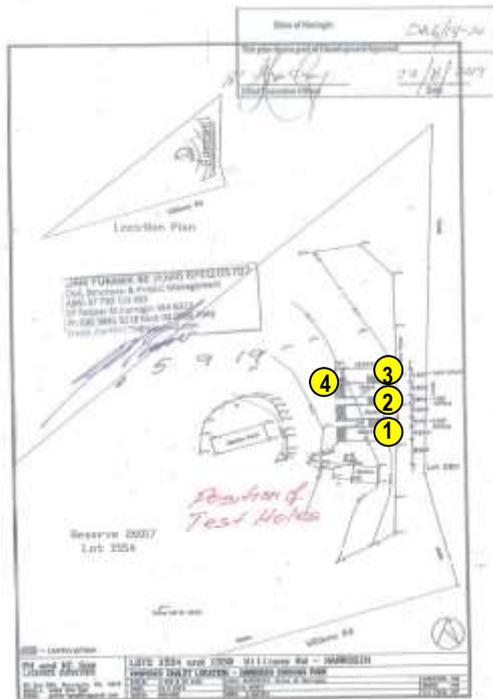
SITE IMAGE

PROJECT: Narrogin Caravan Park, 80 Williams Road, NARROGIN

CLIENT: DAN TURNER

DATE TESTED: 11.09.2019

REF No. Y255 S



- Note:
- Diagram not to scale
 - Soil zones beneath tested depth are not covered by this report.
 - Hole locations are approximate only.

Bore Logs Supplied by Client & Assessed by UTS Soiltec Pty Ltd

Hole 1:

0 – 200mm	Gravel fill. Uncompacted.
200 – 500mm	Red clay.

Hole 2:

0 – 250mm	Gravel fill. Uncompacted.
250 – 500mm	Red clay.

Hole 3:

0 – 400mm	Gravel fill. Uncompacted.
400 – 500mm	Red clay.

Hole 4:

0 – 350mm	Gravel fill. Uncompacted.
350 – 500mm	Red clay.

TESTED BY: AC

CERTIFIED BY:



UTS soiltec

TEST RESULTS

PROJECT: Narrogin Caravan Park, 80 Williams Road, NARROGIN CLIENT: DAN TURNER
DATE TESTED: 11.09.2019 REF No. Y255 S

SAMPLED FROM SAMPLE 1

DEPTH mm 500

DESCRIPTION Gravelly Clayey Sand

GRAVEL % 21

SAND % 48

SILT % 7

CLAY % < 5 μ 24

UNIFIED CLASSIFICATION GC

LIQUID LIMIT % 29

PLASTIC LIMIT % 17

PLASTICITY INDEX 12

LINEAR SHRINKAGE % 4.0

CLAY % < 2 μ 22

POTENTIAL EXPANSIVENESS LOW

A.S. 2870 CLASSIFICATION NO. 'S'

REMARKS:

TESTED BY: UTS

CERTIFIED BY

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Bushfire management plan/Statement addressing the Bushfire Protection Criteria coversheet

Site address:

Site visit: Yes No

Date of site visit (if applicable): Day Month Year

Report author or reviewer:

WA BPAD accreditation level (please circle):

Not accredited Level 1 BAL assessor Level 2 practitioner Level 3 practitioner

If accredited please provide the following.

BPAD accreditation number: Accreditation expiry: Month Year

Bushfire management plan version number:

Bushfire management plan date: Day Month Year

Client/business name:

	Yes	No
Has the BAL been calculated by a method other than method 1 as outlined in AS3959 (tick no if AS3959 method 1 has been used to calculate the BAL)?		
Have any of the bushfire protection criteria elements been addressed through the use of a performance principle (tick no if only acceptable solutions have been used to address all of the bushfire protection criteria elements)?		

Is the proposal any of the following (see [SPP 3.7 for definitions](#))?

	Yes	No
Unavoidable development (in BAL-40 or BAL-FZ)		
Strategic planning proposal (including rezoning applications)		
High risk land-use		
Vulnerable land-use		

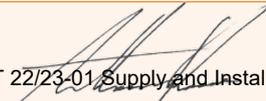
None of the above

Note: Only if one (or more) of the above answers in the tables is yes should the decision maker (e.g. local government or the WAPC) refer the proposal to DFES for comment.

Why has it been given one of the above listed classifications (E.g. Considered vulnerable land-use as the development is for accommodation of the elderly, etc.)?

The information provided within this bushfire management plan to the best of my knowledge is true and correct:

Signature of report author or reviewer
Shire of Narrogin



Date

Bushfire Management Plan

NARROGIN CARAVAN PARK

80 Williams Road Narrogin

Client – Shire of Narrogin

August 2022



LIMITATIONS STATEMENT

The proposed development is to install (3) three additional tourist accommodation cabins (short stay) at the Narrogin Caravan Park at 80 Williams Road Narrogin (the site).

Envision Bushfire Protection

ABN: 90958370365

PO Box 7209 SHENTON PARK WA 6008

Ph: 0428 066 147

Email: admin@envisionbp.com.au

Version Control

80 Williams Road Narrogin			
Version	Date	Author	
V1	16 August 2022	Anthony Rowe	submission

Copyright

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Disclaimer

In undertaking this work, the authors have made every effort to accurately apply the available information at the time of writing following the instructions of the regulatory authorities and applying best practice as described by the Fire Protection Association Australia. Any conclusions drawn or recommendations made in the report are made in good faith, and the consultants take no responsibility for how this information and the report are subsequently used.

Envision Bushfire Protection accepts no liability for a third party's use of, or reliance upon, this specific report.

Envision Bushfire Protection accepts no liability for the inaction of the owner to provide or maintain the bushfire protection measures identified in this report. Vegetation is dynamic, building materials may distort, and the accumulation and the location of flammable materials near the building may affect the potential for damage or loss of a building to occur.

Failure to maintain the property and/or building to these standards may compromise an insurance policy if currently covering any of your assets or those of any third party that may be consequentially affected due such failure. If not insured, and if you are seeking insurance, this report may not influence the decision of any insurer not to offer cover.

Importantly the measures contained in this report cannot guarantee human safety or an absence of harm or that the building will not be damaged or would survive a bushfire event on every occasion. This is due to the unpredictable nature of fire behaviour (knowledge in this field continues to develop) and the unpredictable nature of extreme weather conditions.

Scope of this report

Envision Bushfire Protection has not been engaged to assess the compliance of the site and the construction standard of the building in accordance with its planning and building approvals.

The scope of the advice has been to assess the proposal for compliance with the policy measures described in State Planning Policy 3.7.

The investigations and mitigation measures identified in the BMP, has, in turn, formed the basis for the preparation of a Bushfire Emergency Evacuation Plan.

Client relationship

I was engaged to provide expert bushfire safety and planning advice. My relationship with the client is a standard commercial contract, and no private, personal, or other matter has influenced the content of the BMP or my findings.

STATEMENT OF CONFORMITY – PLANNING AND DEVELOPMENT ACT 2005



Anthony Rowe Level 3 - BPAD36690

Principal



The signatory declares that this Bushfire Management Plan meets the requirements of State Planning Policy 3.7 and the Guidelines for Planning in Bushfire Prone Areas V1.4.

SUMMARY

Preface

The proposed development is to install (3) three additional tourist accommodation cabins (short stay) at the Narrogin Caravan Park at 80 Williams Road Narrogin (the site).

The site is within a declared bushfire prone area. Accordingly, the proposal (place of assembly) is development that is required to be assessed for its compliance with State Planning Policy 3.7 *Planning in Bushfire Prone Areas* ('SPP 3.7') and the bushfire protection criterion described in the Guidelines v1.4.

The intent of the policy is: ***“to preserve life and reduce the impact of bushfire on property and infrastructure”***.

The proposed development is classed as a 'vulnerable' land use because guests at the accommodation may be unfamiliar with the locality. The BMP has therefore been prepared in conjunction with a Bushfire Emergency Evacuation Plan.

This BMP has been prepared in accordance with SPP 3.7 and Appendix Five in the Guidelines v1.4 and the Department of Planning Lands and Heritage (DPLH) *BMP Template for a complex development application*; the following has been prepared to comply with the DPLH template.

1. Proposal details (addressed in Section 1)

The proposal involves the installation of three additional cabins at the Narrogin Caravan Park, 2.6 ha in area and located at the western boundary of the Narrogin township.

The site is level, and the caravan park is classified as low threat. The caravan park is at the western extent of the Narrogin township but adjoins forest at its north, south and west boundary.

The caravan park is bound by Williams Road which is a through road and a primary access to the Narrogin township.

The site has access to a reticulated water supply.

2. Environmental considerations (addressed in Section 2)

No clearing of regulated vegetation is proposed. Future landscaping at the site is to have regard to the arrangements described in the Standards for Asset Protection zones.

3. Bushfire assessment results (addressed in Section 3)

A Bushfire Attack Level assessment following Method 1 AS 3959:2018, and the DPLH *Visual guide for bushfire risk assessment in Western Australia*, and using an FFDI of 80, has been undertaken.

The cabins are located within an area where they range between BAL-19 and BAL-29.

4. Identification of bushfire hazard issues (addressed in Section 4)

The site is largely cleared of trees and is classed as low threat. The adjoining land north is forest and west is forest. The site is separated from forest to the south by Williams Road. The cabins are located within an area that is less than BAL-29, subject to maintaining the site as low threat.

The preparation of the Bushfire Emergency Evacuation Plan will assist to improve the safety of guests, through seasonal preparation to minimise the impact of a bushfire, and importantly through receiving alerts (mobile phone) and taking early evacuation whilst it is safe to do so.

5. Assessment against the bushfire protection criteria (addressed in Section 5)

The proposal was compared with the four Bushfire Protection Criteria for Element 5 *Other short-term accommodation – including motel, serviced apartments, tourist development (includes cabins and chalets), holiday accommodation and caravan park (which incorporates camping grounds)*

Acceptable Solution

Element 5.7 Siting and Design – requires that a planning application should demonstrate the habitable buildings will not be exposed to a BAL greater than BAL-29.

The BAL Assessment has identified the proposed cabins are less than BAL-29 (see Figure 4)

Element 5.8 Vehicle Access – requires the site has access to a through road to provide alternate routes (to a suitable destination) of escape and access for fire fighters.

The site is accessed from Williams Road which is a public through road compliant with the technical requirements (Table 6 column 1)

The private driveway (internal road) is longer than 70 m and is required to comply (to be maintained) in accordance with the technical requirement (Table 6 column 4).

Element 5.9 Water – requires the availability of water for firefighting purposes.

The site has access to a reticulated water supply and hydrants are distributed in the site. The nearest hydrant is located on Williams Road immediate to the site.

Additional Bushfire Management Strategies (addressed in section 5.2)

Additional Bushfire Management Strategies (risk treatments in addition to those addressed in Elements 1-5) includes the Bushfire Emergency Evacuation Plan (Attached at Appendix 2) prepared in compliance with 5.5.2 in the Guidelines v1.4 and the identification of practical building construction measures that affect the bushfire response options. The practical measures are listed in section 6 below.

Spatial representation of the bushfire management strategies (Figure EX 1)

The key features demonstrating compliance with the bushfire protection measures are identified on the *Spatial representation of the bushfire management strategies*.

These actions are reflected in the following *Responsibilities for implementation and management of the bushfire measures*.

6. Responsibilities for implementation and management of the bushfire measures

The Owner responsibilities (Guidelines 4.6.3) identify the bushfire management measures necessary to achieve compliance with the bushfire protection criteria are provided at section 6 in this BMP and summarised in Figure Ex1.

Spatial representation of the proposed risk management strategies



Notes

1. The cabins are to be installed and maintained to a BAL - 19 construction standard (AS 3959:2018)
2. External water (fire) hoses, capable of applying water safely onto all parts of each cabin, shall be provided.
3. All vegetation (within the APZ to the extent for BAL-19) is to be maintained in accordance with the Standards for Asset Protection Zones (Schedule 1 Guidelines for planning in bushfire prone areas V1.3).
 - I. TREES: No tall trees >5 m (trunk)s are to overhang a building or their canopies to be within 5 m of each other
 - II. SHRUBS: No shrubs or trees up to 3 m are to be within three (3) metres of a building or the canopy of another tree
 - III. GRASSES: No grasses within the property should exceed 100mm and vegetation less than 0.5m high is to be no closer than 2 m from the building

Legend

-  Site boundary
-  Asset Protection Zone
-  Cabins
-  Hydrant

Property Assessment Details

Street: 80 Williams Road
 Locality: Narrogin
 Prepared by: Anthony Rowe
 Accreditation Level: Level 3
 Accreditation Number: 36690
 Date: 16 August 2022

EMERGENCY EVACUATION

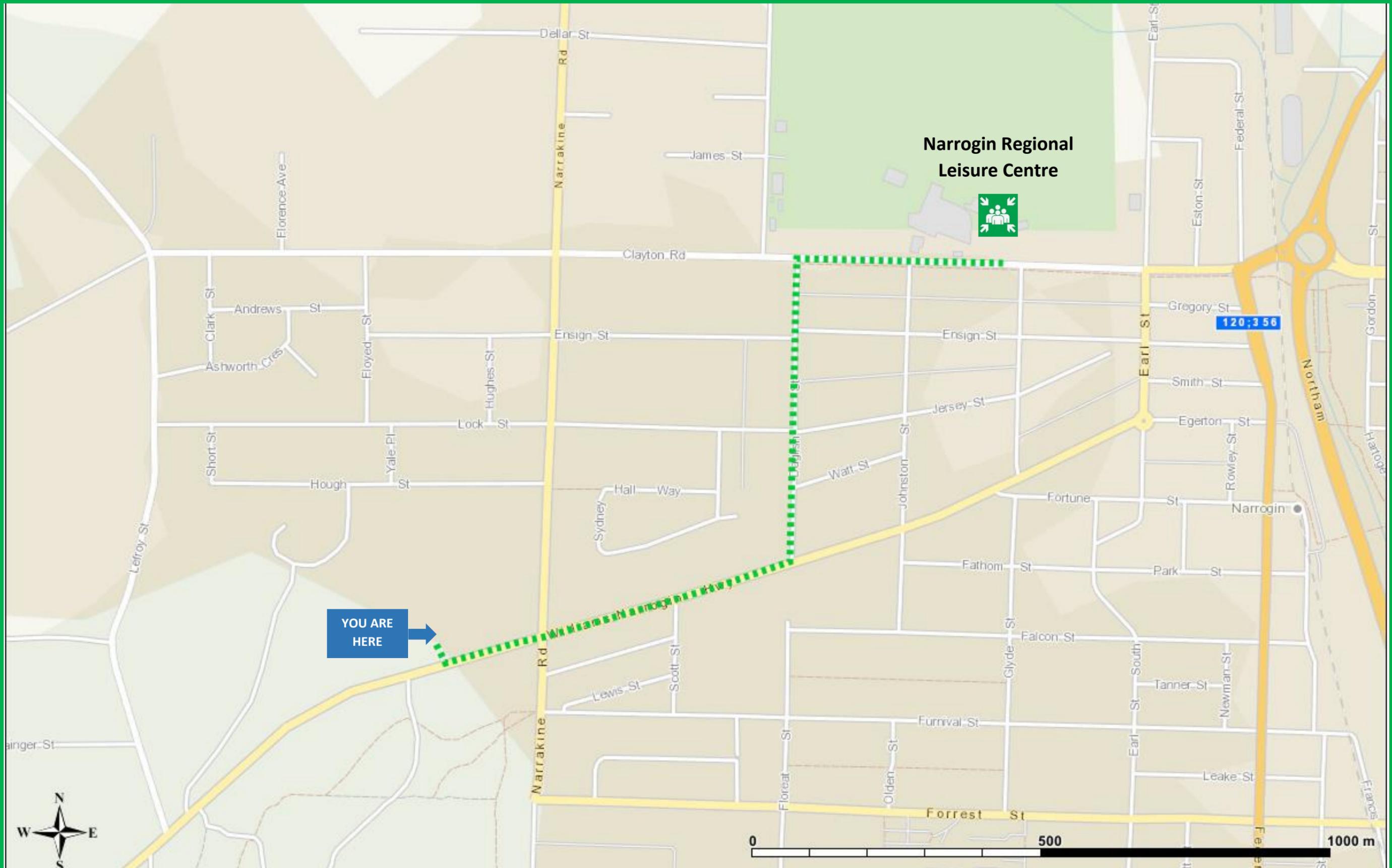


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APPENDIX 1 - Emergency Evacuation Plan

APPENDIX 2 - APZ Guidelines

APPENDIX 3 – References

1. PROPOSAL DETAILS

1.1 Introduction

This document presents an assessment of a proposal to place three (prefabricated) cabins (the proposal) at 80 Williams Road Narrogin (site) **Plate 1 location**.

The subject land is within a declared bushfire prone area (**Plate 2**) against the requirements provided in State Planning Policy 3.7 and the Guidelines for Planning in Bushfire Prone Areas (WAPC, v1.4 December 2021). This includes an assessment against each of the Bushfire Protection Criteria.

In accordance with SPP 3.7 the planning authority in determining an application in a declared bushfire prone area must be satisfied the proposal is consistent with the Policy intent, **to preserve life and reduce the impact of bushfire on property and infrastructure**.

The proposed development is also classed as a 'vulnerable' land use because guests may be unfamiliar with the locality.

The BMP has therefore been prepared in conjunction with a Bushfire Emergency Evacuation Plan.

This BMP has been prepared in accordance with SPP 3.7 and Appendix Five in the Guidelines v1.4 and the Department of Planning Lands and Heritage (DPLH) *BMP Template for a complex development application*; the following has been prepared to comply with the DPLH template.

Purpose of this Plan

The prevailing policy intent applied by SPP 3.7 is **to preserve life and reduce the impact of bushfire on property and infrastructure**. SPP 3.7 in achieving its intent, is a risk-based framework that utilises AS 3959:2018 to determine the bushfire risk and the bushfire protection criteria (5 elements) is the corresponding risk treatments. Compliance with each of the five elements may be by Acceptable Solutions, or through performance principle. Demonstrating compliance with the relevant provision of each Element, represent an acceptable risk.

“SPP 3.7 does not require that there be no increase at all in the threat of bushfire to people property or infrastructure. Rather, as is seen in cl 2 of SPP 3.7, the intention of the policy is to 'implement effective, risk based land use planning and development to preserve life and reduce the impact of bushfire on property and infrastructure'”. (Harmanis Holdings No. 2 Pty Ltd and Western Australian Planning Commission [2019] WASAT 43

The purpose of this BMP is to assess the suitability of the proposal and its location for the intended use and identify the measures to avoid an increase in the threat of bushfire and reduce the vulnerability of people and property (to the degree necessary) from a 'significant adverse bushfire impact'.

Site and Proposal Description

The Narrogin Caravan Park is 2.6 ha and is predominantly level with a downward slope from south to north of 2.0°. The caravan park land is a triangular shape.

The caravan park is largely open. Existing buildings comprise an office/caretaker's residence, store shed, and two ablutions blocks. In addition, a number of caravans have been permanently placed.

The grounds are largely maintained with a paved/mineral surface or lawns maintained at less than 100 mm. Trees greater than 5 m in height are at the periphery of the caravan park. Larger groupings are found at the southern and north eastern portions of the caravan park along with shrubs and unmanaged understorey of grasses exceeding 100 mm.

The caravan park is arranged with communal facilities, ablutions block and lawned spaces, located in the central section and accommodation sites spread around the perimeter. The accommodation sites are linked by a continuous all-weather loop road. It enables vehicles to traverse the caravan park in a forward direction.

Fire hoses are visible through the central section of the caravan park and a muster area (lawned open space) is provided opposite the main entrance and office. Fire hydrants are located at the entrance on Williams Road.

The proposed cabins are to be located in a cleared area towards the north section of the caravan park with direct access to the loop road.

Land Zoning

The subject land is zoned as Public Purposes.

Adjoining land uses

West –Reserve Forest, upslope.

North – Reserve Forest, level but with a downward slope at the northwest corner.

East – buildings (urban Narrogin).

South – Reserve Forest, levee

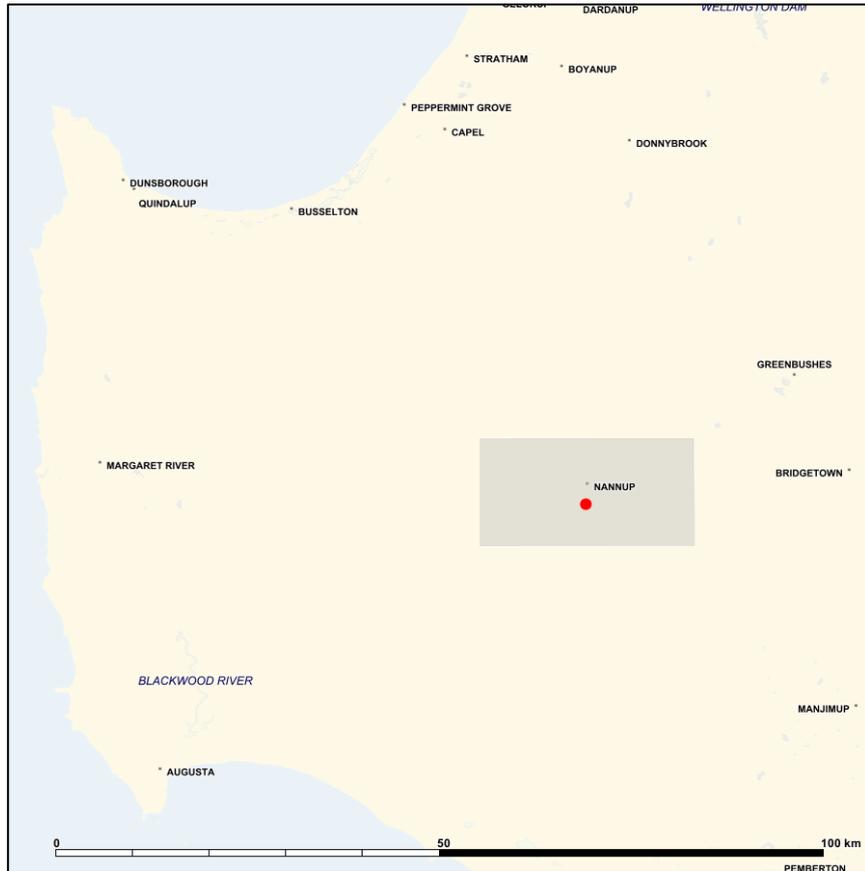


Plate 1: Site in Locality (grey box)

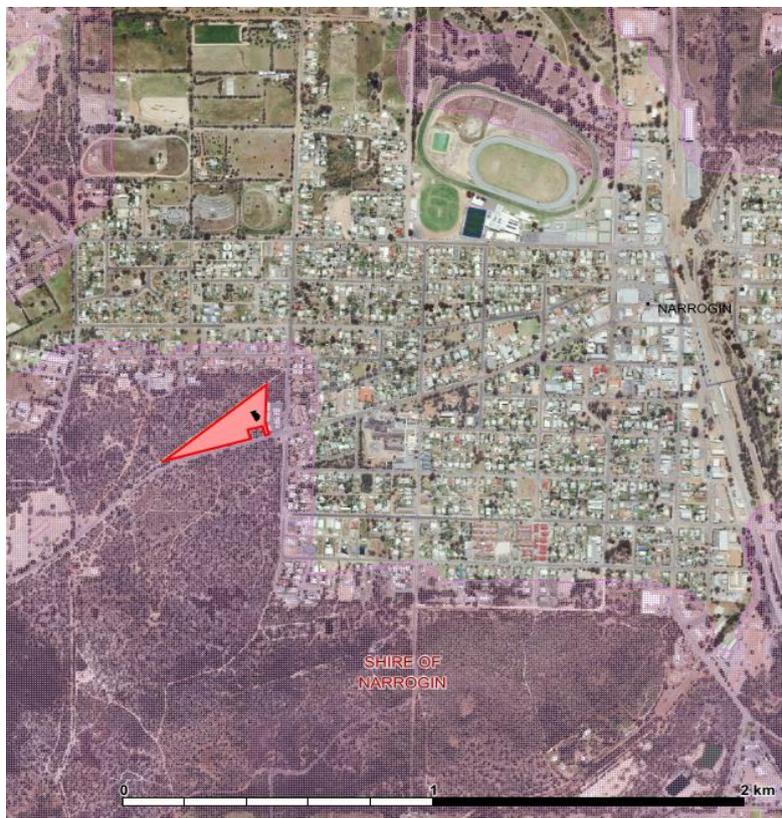


Plate 2: OBRM Bushfire Prone Area (pink area)

1.2 Regulatory Compliance Requirements

Planning and Development Act 2005 - SPP 3.7

On 7 December 2015, the State Government introduced by Gazette, a state map of Bushfire Prone Areas by order under the *Fire and Emergency Services Act 1998* and introduced development controls in Bushfire Prone Areas through the *Planning and Development Act 2005*. These controls were authorised by State Planning Policy 3.7 (Planning in Bushfire Prone Areas) regulations introduced under Part 10A Schedule 2 of the *Planning and Development (Local Planning Scheme) Regulations 2015* and guided by the *Guidelines for Planning in Bushfire Prone Areas*.

The State Planning Policy, Regulations, and Guidelines now form the foundation for fire risk management planning in WA at a community and land development level. The Policy Intent of SPP 3.7 is **to preserve life and reduce the impact of bushfire on property and infrastructure**.

Applicable clause from SPP 3.7, include:

SPP 6.2: A development application within a bushfire prone area has or will, on completion, have a moderate BHL and/or where BAL-12.5 to BAL-29 applies, may be considered for approval. *The cabins will not exceed BAL 29 refer to Figure 4,*

SPP 6.5: A development application in a bushfire prone area is to be accompanied by an assessment against the bushfire protection criteria contained within the Guidelines, demonstrating compliance within the boundary of the development. *The proposed development requires no imposition beyond its site.*

SPP 6.7: A development that will result in the introduction or intensification of development or land use in an area that has or will, on completion, have an extreme BHL and/or BAL-40 or BAL-FZ will not be supported. *The cabins will not exceed BAL 29 refer to Figure 4,*

SPP 6.10: The decision-maker may impose a 'notice on title' advising that the site is located in a bushfire prone area and is subject to a Bushfire Management Plan. *Routinely imposed as a condition of planning approval.*

SPP 6.11: Precautionary Principle if a landowner/proponent cannot satisfy the performance principles of the relevant policy measures (intent) through either the acceptable solutions outlined in the Guidelines, or through the alternative solutions (Performance Principle) the application may not be approved. *The proposal achieves compliance by the acceptable solutions.*

Building Act 2011

The proposal is a Class 1 building (single dwelling) for the purpose of the *Building Act 2011*. The Act in turn, only applies the National Construction Code 2019 AS 3959:2018 to the construction of class 1, 2, 3, and 10a, buildings but AS 3959:2018 is used to determine the siting considerations for all buildings.

The requirements of the National Construction Code 2022 and AS3959:2018 can be volunteered under the Planning Guidelines v.1.4 at 5.8.3.¹

Bushfires Act 1954

Section 33 of the *Bushfires Act 1954* recognises the responsibility of all landowners to prevent the spread of bushfire. The Shire of Narrogin issues a Firebreak Notice annually. The Shire can issue a notice upon the landowner to act as and when specified in the notice with respect to anything which is upon the land, and which in the opinion of the local government or its duly authorised officer, is or is likely to be, conducive to the outbreak of a bushfire or the spread or extension of a bushfire.

An owner who fails to comply with a notice is guilty of an offence (Penalty: \$5,000). The local government may in addition carry out the required works of the notice and recover the costs incurred by application to a Court.

¹ Through the *LPS Regulations 2015*, r 78E(1) provided it is not in conflict with the provisions of the *Building Act 2011* or NCC 2019

2. ENVIRONMENTAL CONSIDERATIONS

2.1 Native Vegetation – Modification and Clearing

A fundamental consideration in the assessment of development under SPP 3.7 is to avoid instances where bushfire risk management measures would conflict with or be limited by other biodiversity management measures.

In accordance with the Department of Planning Lands and Heritage template (BMP template to support a BAL Contour Assessment) a review of the listed databases has been undertaken as part of this assessment to identify whether restrictions or other specific considerations may apply that would affect the implementation of any bushfire protection initiatives that may otherwise be identified.

Table 2: Ecological database assessment.

Is the land affected by:	Yes/No/NA	If yes - describe
Conservation Wetland or buffer (DBCA-019 DBCA-017)	No	
RAMSAR Wetland (DBCA-010)	No	
Threatened and Priority Flora (DBCA-036)	No	
Threatened and Priority Fauna (DBCA-037)	Nearby	Carnaby's Cockatoo (roosting area confirmed)
Threatened Ecological Communities (DBCA-038)	No	
Bush Forever (COP-071)	No	
Environmentally Sensitive Area (DWER-046)	No	
Regionally Significant Natural Areas (DWER-070)	No	
Conservation Covenant (DPIRD-023)	N/A	
Does the proposal require the removal of restricted vegetation?	Yes	No

No regulated/restricted vegetation will be affected by the proposal and the establishment of the APZ.

2.2 Re-vegetation/Landscape Plans

Re-vegetation/landscape plans are not included. The existing landscaping at the site is expected to be maintained which is consistent with the with Asset Protection Zone Standard in Element 2 *Guidelines for planning in Bushfire Prone Areas v1.4*.

A copy is attached for reference in Appendix 2.

3. BUSHFIRE ASSESSMENT

3.1 Bushfire Attack Level Assessment (Inputs)

The following assessment has applied the methodologies described in AS 3959:2018, the Guidelines, and has used the Fire Protection Association Australia accredited practitioner methodology for the preparation of Bushfire Attack Level (BAL) assessments.

All vegetation within 150 m (context) of the subject building has been classified following Clause 2.2.3 (AS 3959:2018) to determine the predominant vegetation affecting the behaviour at the locality. The Bushfire Attack Level is determined by the **predominant** vegetation within 100 m of the site boundary (for subdivision), or around the development site (building envelope) or the external face from a habitable building.

The classifications of vegetation used in AS 3959:2018 are based on foliage cover, measured as a percentage of a hectare and by the fuel (vegetation) height.

Foliage cover: *The portion of the ground that would be shaded by foliage when the sun is shining directly overhead, expressed as a percentage for each stratum or identifiable layer of vegetation*

AS 3959:2018

Table 3: Bushfire fuel descriptions

Layer/ Stratum	Description	Hazard
Bark	Tight/fine – course/ribbon	Spotting and ember attack potential associated with forest
Canopy	Trees taller than 6 m (forest)	Influences the flame height
Elevated fuel	Trees and Shrubs up to 6 m	Influences the flame height
Near surface	Grasses and shrubs taller than 100 mm and up to 2 m	Influences the rate of spread and canopy ignition
Surface	On ground material, leaves, twigs, bark	Influences the rate of spread

From CFA (Vic) Overall fuel assessment guide 2010

AS 3959:2018 prescribes six categories of Bushfire Attack Level (BAL): BAL-LOW, BAL-12.5, BAL-19, BAL-29, BAL-40, and BAL-FZ. In addition, BAL-FZ describes only performance solutions where the separation from classified vegetation (on completion) is less than 10 m. The BAL level is used for determining the siting of development (to be less than BAL-40) and in turn the construction standard that is equivalent to the BAL at the proposed building location.

This assessment has followed the guidance of AS 3959:2018. This includes:

- A recognition of excluded vegetation types described at cl.2.2.3.2 (e) and (f), but the underlying vegetation should still be classed e.g. an orchard may be excluded but not the grassland within it.
- A separate plot is applied if there is a variation in the slope greater than 5.0°
- For various vegetation classes a representation that is less than 10%, does not constitute the predominant class. Foliage cover referred to in AS 3959:2018 for various classes is based on the foliage cover for that class as a percentage of a ha. (shadow cast is not representative of foliage cover).
- The measurement point and the most influential vegetation class (presenting the highest BAL at the building) is used for the determination of the BAL at the building (Figure 2.2 AS 3959:2018).
- Consideration of the predominant vegetation is to consider the likelihood of regeneration.
- Orchards, and single tree rows (planted in a row less than 10 m wide) is determined by underlying the near surface fuel.

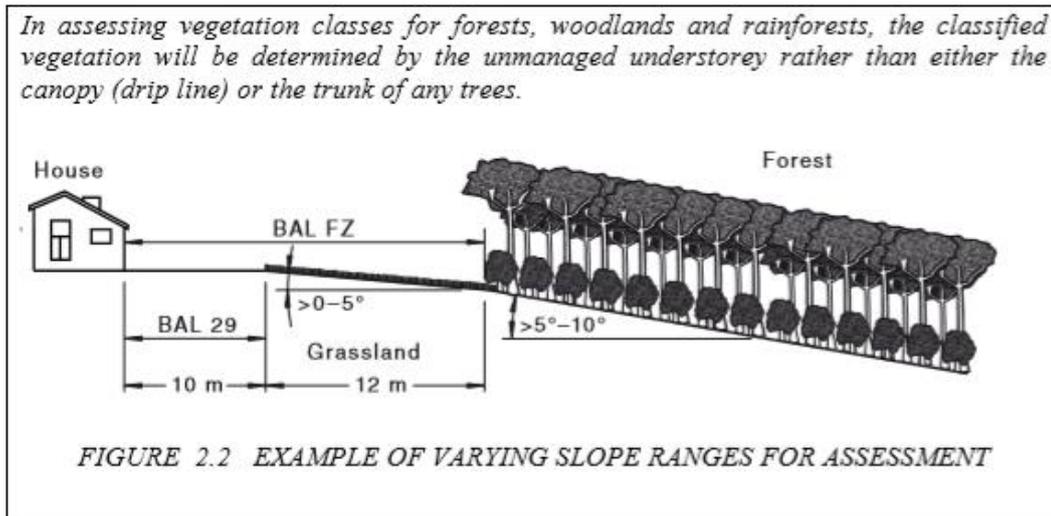


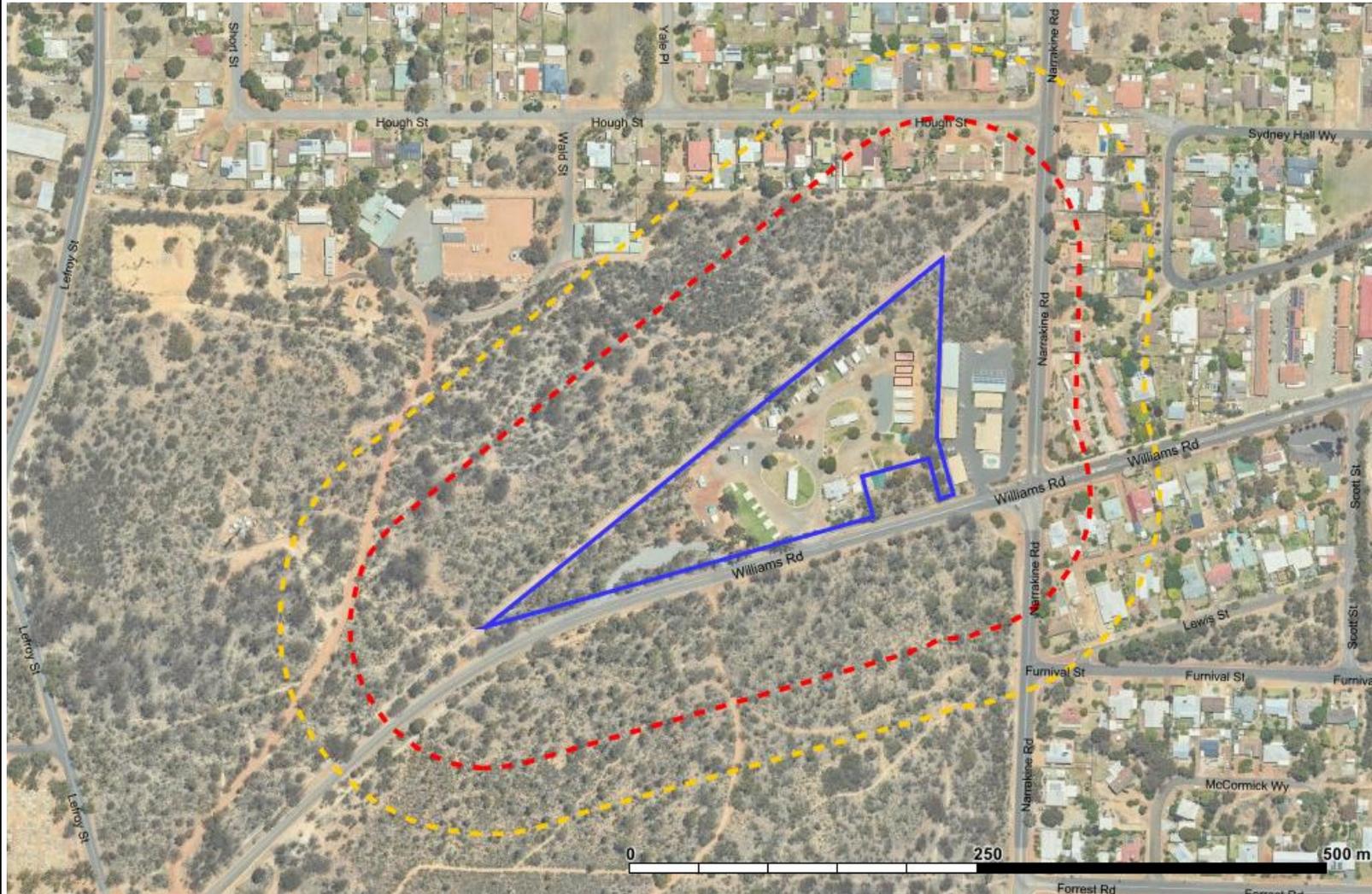
Plate 3: Effective Slope and measurement taken from AS 3959:2018

Effective slope under each vegetation plot was assessed in accordance with the methodology detailed in AS 3959:2018 Construction of buildings in bushfire prone areas (AS 3959) (Standards Australia, 2018 Bushfire Fuels). Slope data was measured on site and cross referenced with Landgate elevation data.

Photo evidence Site Assessment & Site Plans

The assessment of this site / development was undertaken by a BPAD Accredited Practitioner for the purpose of determining the Bushfire Attack Level in accordance with AS 3959: 2018 Simplified Procedure (Method 1).

Figure 1: Location



- Building
- Site boundary
- 150 m assessment area
- 100 m assessment area

Assessment Date: 16/08/2022
 Prepared: Anthony Rowe
 Accreditation Level: BPAD L3
 Accreditation Number: 36690
 Accreditation Expiry: Dec 2022
 FPAA FIRE MAP 2022
 GADA 1994 MGA Zone 50

© 2022 Any conclusions drawn, or recommendations made in this report are made in good faith. No responsibility is taken for how this information and the report are used subsequently by others.

Figure 2: Topography

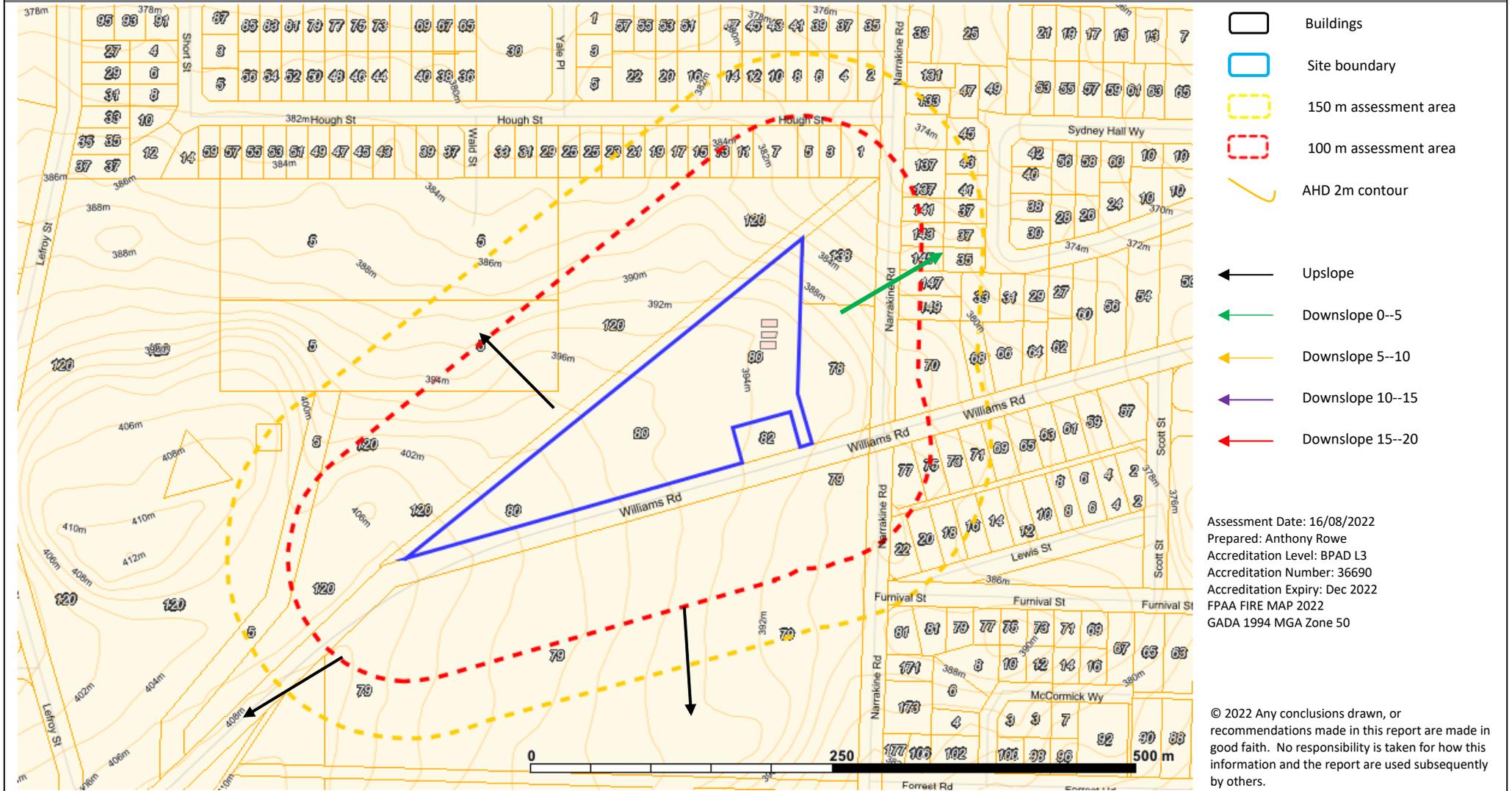


Figure 3a Vegetation Classification

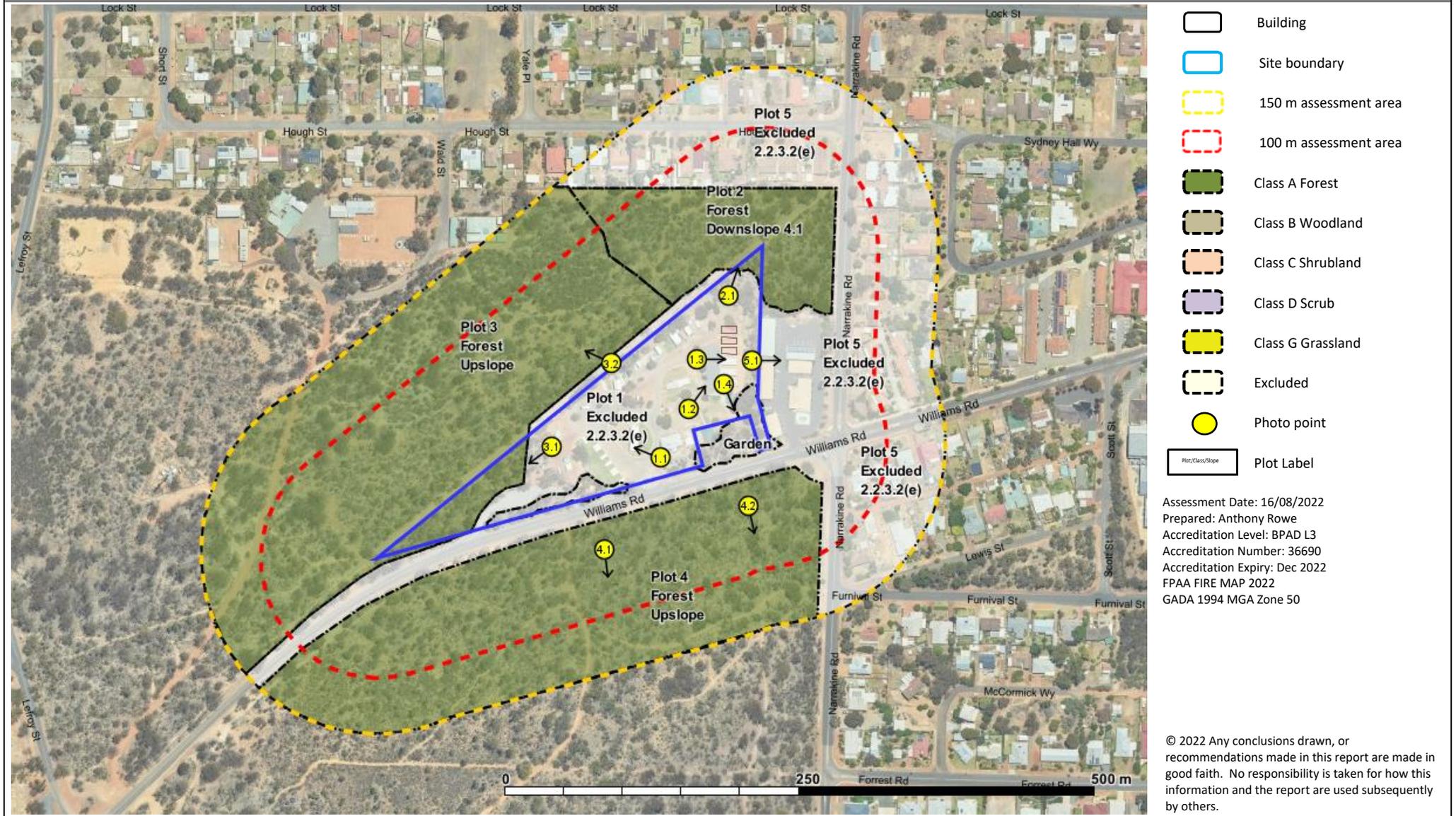
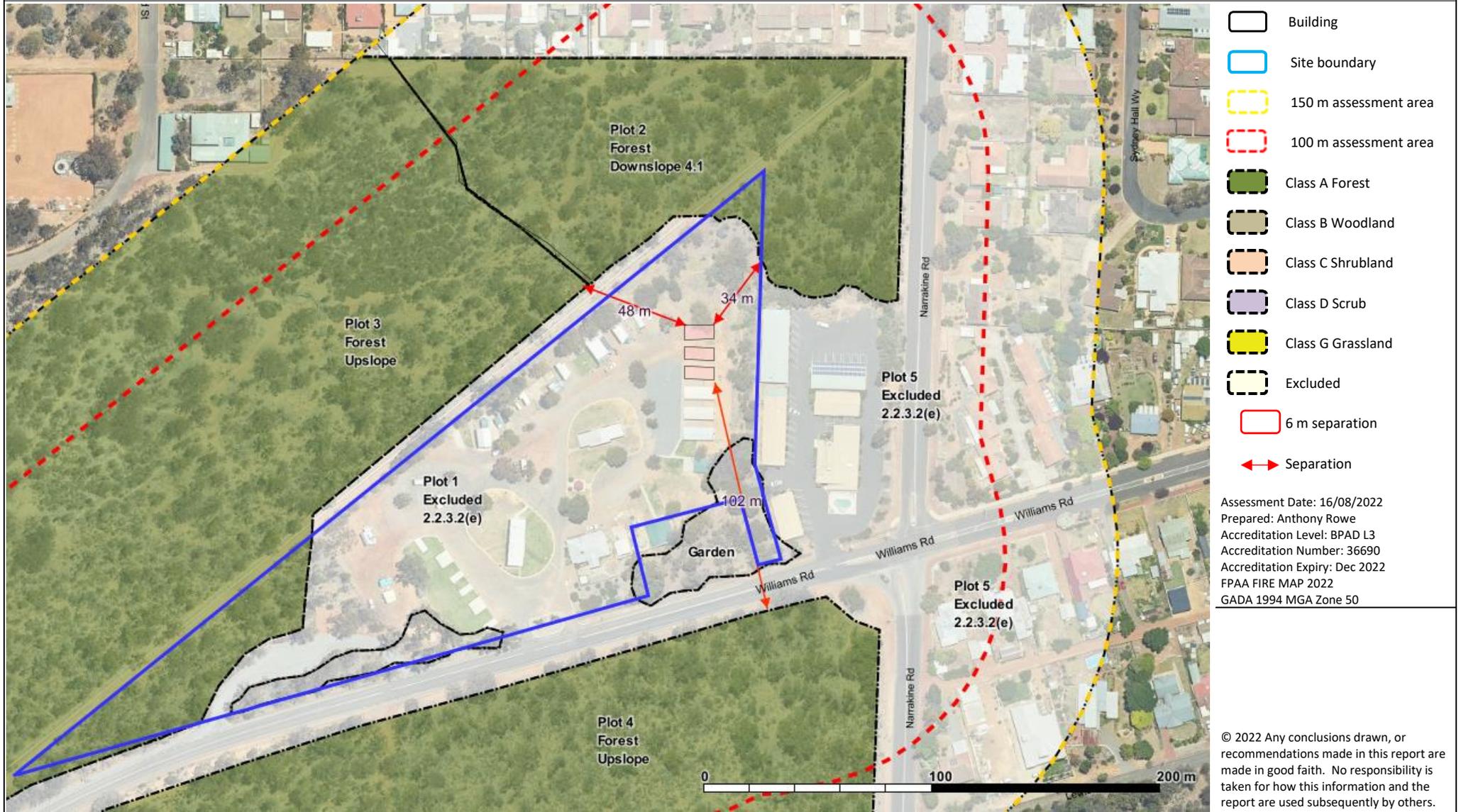


Figure 3b: Vegetation Classification and distances



PLOT: 1					
Vegetation Classification			Vegetation Description (AS3959)		
Excludable - 2.2.3.2(e) Non Vegetated Areas					
Slope					
Flat					
Observation/Justification for classification					
Fuel Hazard	Surface	Near surface	Elevated	Bark	
Low	✓	✓	✓	✓	
Moderate					
High					
Very High					
Extreme					
Post development					
Excluded - 2.2.3.2(f) Low threat vegetation					
					
				PHOTO ID: 1.1 Assembly building	

PLOT: 1					
Vegetation Classification			Vegetation Description (AS3959)		
Excludable - 2.2.3.2(e) Non Vegetated Areas					
Slope					
Flat					
Observation/Justification for classification					
Fuel Hazard	Surface	Near surface	Elevated	Bark	
Low	✓	✓	✓	✓	
Moderate					
High					
Very High					
Extreme					
Post development					
Excluded - 2.2.3.2(f) Low threat vegetation					
					
				PHOTO ID: 1.2 Caravan park, open grounds low threat	

PLOT: 1					
Vegetation Classification			Vegetation Description (AS3959)		
Excludable - 2.2.3.2(e) Non Vegetated Areas					
Slope					
Flat					
Observation/Justification for classification					
Fuel Hazard	Surface	Near surface	Elevated	Bark	
Low					
Moderate					
High					
Very High					
Extreme					
Post development					
Excluded - 2.2.3.2(f) Low threat vegetation					
					
					PHOTO ID: 1.3 Caravan park, open grounds low threat

PLOT: 1					
Vegetation Classification			Vegetation Description (AS3959)		
Excludable - 2.2.3.2(e) Non Vegetated Areas					
Slope					
Flat					
Observation/Justification for classification					
Fuel Hazard	Surface	Near surface	Elevated	Bark	
Low					
Moderate					
High					
Very High					
Extreme					
Post development					
Excluded - 2.2.3.2(f) Low threat vegetation					
					
					PHOTO ID: 1.4 Managed land south from cabins

PLOT: 2							
Vegetation Classification			Vegetation Description (AS3959)				
Class A Forest - Low open forest A-04			<p>Trees up to 30 m high; 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs). Typically dominated by eucalypts, melaleuca or callistemon (may include riverine and wetland environments) and callitris. Includes eucalypt plantations.</p> 				
Slope							
Downslope 0-5							
Observation/Justification for classification							
Fuel Hazard	Surface	Near surface				Elevated	Bark
Low	✓						
Moderate							
High		✓					✓
Very High						✓	
Extreme							
Post development							
Forest retained.			<p>PHOTO ID: 2.1 Forest down slope north east of the site</p>				

PLOT: 3							
Vegetation Classification			Vegetation Description (AS3959)				
Class A Forest - Low open forest A-04			<p>Trees up to 30 m high; 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs). Typically dominated by eucalypts, melaleuca or callistemon (may include riverine and wetland environments) and callitris. Includes eucalypt plantations.</p> 				
Slope							
Flat							
Observation/Justification for classification							
Fuel Hazard	Surface	Near surface				Elevated	Bark
Low	✓						
Moderate							
High		✓					✓
Very High						✓	
Extreme							
Post development							
Forest retained			<p>PHOTO ID: 3.1 Forest west of the site</p>				

PLOT: 3							
Vegetation Classification			Vegetation Description (AS3959)				
Class A Forest - Low open forest A-04			<p>Trees up to 30 m high; 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs). Typically dominated by eucalypts, melaleuca or callistemon (may include riverine and wetland environments) and callitris. Includes eucalypt plantations.</p> 				
Slope							
Downslope 0-5							
Observation/Justification for classification							
Fuel Hazard	Surface	Near surface				Elevated	Bark
Low	✓						
Moderate							
High		✓					✓
Very High						✓	
Extreme							
Post development			<p>PHOTO ID: 3.2 forest north of the site</p>				
Forest retained							

PLOT: 4							
Vegetation Classification			Vegetation Description (AS3959)				
Class A Forest - Low open forest A-04			<p>Trees up to 30 m high; 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs). Typically dominated by eucalypts, melaleuca or callistemon (may include riverine and wetland environments) and callitris. Includes eucalypt plantations.</p> 				
Slope							
Flat							
Observation/Justification for classification							
Fuel Hazard	Surface	Near surface				Elevated	Bark
Low	✓						
Moderate							
High		✓					✓
Very High						✓	
Extreme							
Post development			<p>PHOTO ID: 4.1 Forest south of the site</p>				
Forest retained							

PLOT: 4							
Vegetation Classification			Vegetation Description (AS3959)				
Class A Forest - Low open forest A-04			Trees up to 30 m high; 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs). Typically dominated by eucalypts, melaleuca or callistemon (may include riverine and wetland environments) and callitris. Includes eucalypt plantations.				
Slope							
Flat							
Observation/Justification for classification							
Fuel Hazard	Surface	Near surface				Elevated	Bark
Low	✓						
Moderate							
High		✓					✓
Very High						✓	
Extreme							
Post development							
Forest retained							
							
			PHOTO ID: 4.2 Forest south of the site				

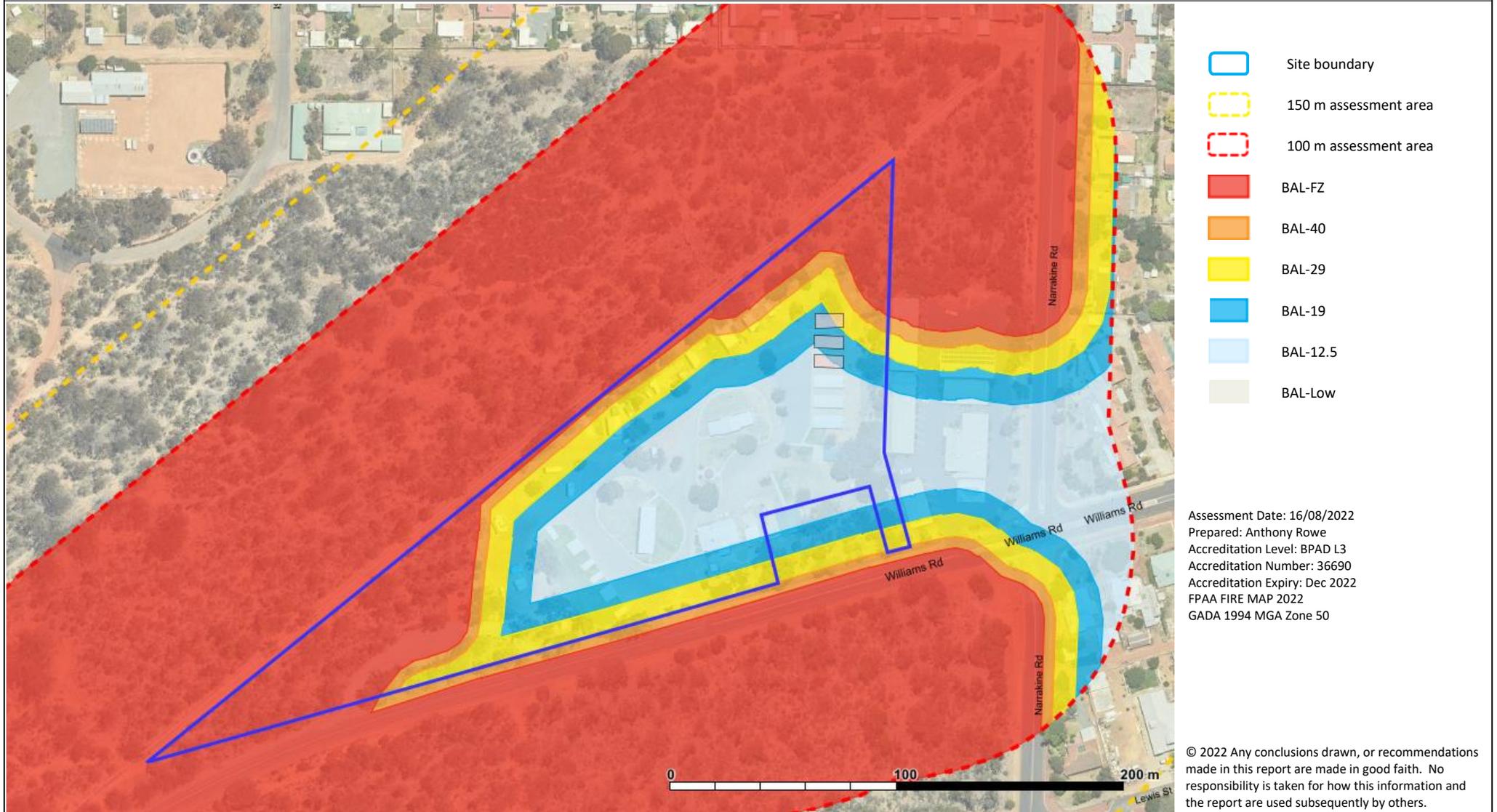
PLOT: 5							
Vegetation Classification			Vegetation Description (AS3959)				
Excludable - 2.2.3.2(e) Non Vegetated Areas			Trees up to 30 m high; 30%-70% foliage cover (may include understorey of sclerophyllous low trees or shrubs). Typically dominated by eucalypts, melaleuca or callistemon (may include riverine and wetland environments) and callitris. Includes eucalypt plantations.				
Slope							
Flat							
Observation/Justification for classification							
Fuel Hazard	Surface	Near surface				Elevated	Bark
Low	✓	✓				✓	✓
Moderate							
High							
Very High							
Extreme							
Post development							
Urban development							
			PHOTO ID: 5.1 Looking through single row perimeter vegetation into the urban area				

POTENTIAL BUSHFIRE IMPACT - Outputs

In accordance with SPP 3.7, a BAL Contour Map has been prepared to illustrate the potential radiant heat impacts and associated BAL ratings for the cabins.

Plot	Vegetation Classification	Effective Slope	Separation (m)	BAL
1	Excluded	N/A	N/A	N/A
2	Forest	4.1	34	29
3	Forest	Upslope	48	19
4	Forest	Upslope	102	12.5
Note: the distance to the most influential vegetation (producing the heat on the building) is identified.				
Determined BAL				29

Figure 4: BAL Contour Excluding Grassland within the site – showing the BAL from retained vegetation.



3.2 Indicative Bushfire Attack Level (Outputs) Method 1

The Indicative (at completion) Bushfire Attack Level, at the most affected cabin, has been derived in accordance with clause 2.2.6 (Method 1) of AS 3959:2018. The least affected cabin (southern) is BAL 19,

Determined BAL Bushfire Attack Level - Assembly Building	BAL-29
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4. IDENTIFICATION OF BUSHFIRE HAZARD ISSUES

Bushfire Behaviour

Sustainable fire combustion depends upon the availability of fuel, oxygen, and heat. Removal of any one of the three aspects will extinguish or not sustain a fire. Fuel management, the management of vegetation, is the most practical means of control.

Bushfire behaviour, as it increases in intensity and speed of travel, can exceed human control measures and when this occurs the risk increases to humans and property. Bushfire behaviour is a result of climate, topography, and the availability of bushfire fuel (vegetation).

- Climate (drought and season) & weather (temperature, humidity, wind, atmospheric instability).

Wind

Bushfires are influenced by the wind direction and the speed. The wind direction generally determines the direction of the fire and wind speed, along with ground slope, generally determines the speed a fire will travel over ground. As wind strength increases it increases the availability of oxygen allowing the fire intensity to increase.

Atmospheric conditions determine the potential for the uplift of embers and particles that can be distributed by the prevailing wind direction well ahead of the fire, 5-9 km, to create spot fires that can advance the location of the fire front.

Fire Danger Index FDI

FDI is an indicator of potential fire intensity and behaviour based upon weather conditions; temperature, humidity, and wind speed, together with climate measures, drought factor representing the dryness of the ground fuels.

The FDI is an indicator of the potential for house loss and fatalities.

The FDI is used as a basis for determining the required design performance of a building.

- Topography (slope of the ground, aspect) – fire travels faster uphill, and in some conditions may determine the direction of the fire. The landform can also channel and increase the windspeed at a locality and create turbulence. It is measured as 0.0⁰ or in downslope increments of 5.0⁰.
- Vegetation (horizontal and vertical structure, flammability, mass, and availability). Measured as a vegetation classification, or an exclusion, in AS 3959 (Method 1). The arrangement of fuel has a greater effect upon the intensity of a fire than just its mass; its exposure to oxygen is referred to as its availability in a bushfire.

Grass fires are fast moving and influenced by the wind direction. Forest Fires are characterised by the high fuel mass and have the highest fire line intensity requiring the largest separations to reduce radiant heat. Forest fires, if of sufficient size, continuity, and intensity can eject embers in advance of the fire front up to 5 km (and greater distances but rarely). Ember attack is the cause of the highest building loss, either finding gaps and flammable materials within a building or igniting flammable materials near the building that can expose the building to direct flame contact.

It is assumed that a bushfire will achieve a steady-state and be fully developed to maximum intensity over a 100 m (minimum) fire run. Grass fires travel faster (GFDI) than a forest canopy fire, but a forest canopy fire can eject a higher level of embers and also eject them over a greater distance. Crown fires occur when the ground fire is intense, and conversely, when ground fuels are managed, the resultant fire intensity may not be sufficient to involve the crown or sustain a fire.

Fuel reduction initiatives such as slashing and controlled burns are intended to reduce the fuel availability to a level where the intensity of the fire remains controllable.

Climate

The nearest weather station to the site is at Narrogin. The site is within an area described as having a Mediterranean climate of dry summers and mild, wet winters. The majority of rainfall is between May and September. The prohibited burning period is from mid-December to mid-March.

The Bushfire Danger Season has traditionally been between November and April each year, but recent climatic conditions have caused fire danger conditions to be present either side of this period.

Severe bushfire conditions FDI 50+, occur mostly between January and March. Extreme and Catastrophic conditions occur mostly in the afternoon and typically with south-south westerly winds. A bushfire can however come from any direction.

Bushfires generally travel in the direction of the prevailing wind. The direction of the prevailing wind conditions can affect the options for evacuation and anticipated fire intensity depending upon the slope and fuel.

The wind roses below (Plates 5 and 6) for February (averaged) recorded at 9 am and 3 pm, illustrate the winds are strongest and most frequent from the south-east and east in the morning. Afternoon winds are generally stronger and of higher frequency from the south, with a higher westerly component.

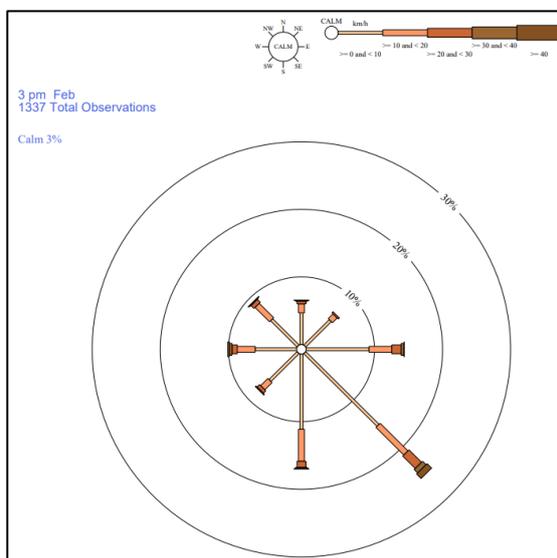


Plate 4: wind directions as at 9 am

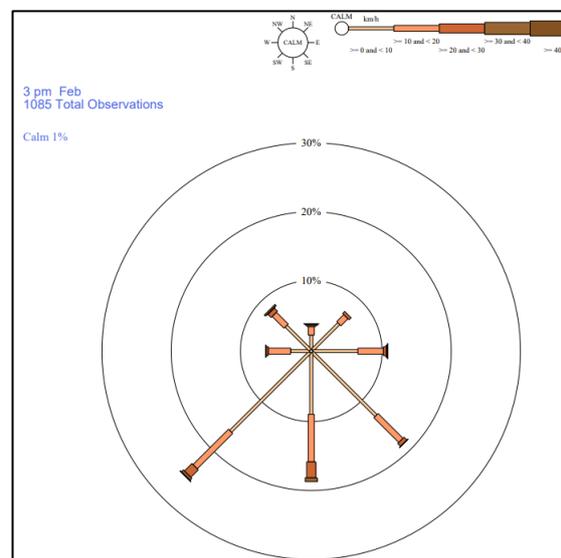


Plate 5: wind directions as at 3 pm

The wind roses indicate that the predominant wind direction is from the southern hemisphere during the bushfire season.

The wind roses do not preclude the possibility of a fire coming from other directions; a bushfire can come from any direction that may require an immediate response to evacuate in the opposite direction.

The wind roses also indicate that an uncontrolled fire, or a flare up, is likely to be affected by the prevailing wind direction at some time and provides the opportunity for a pre-emptive early evacuation.

Site Context

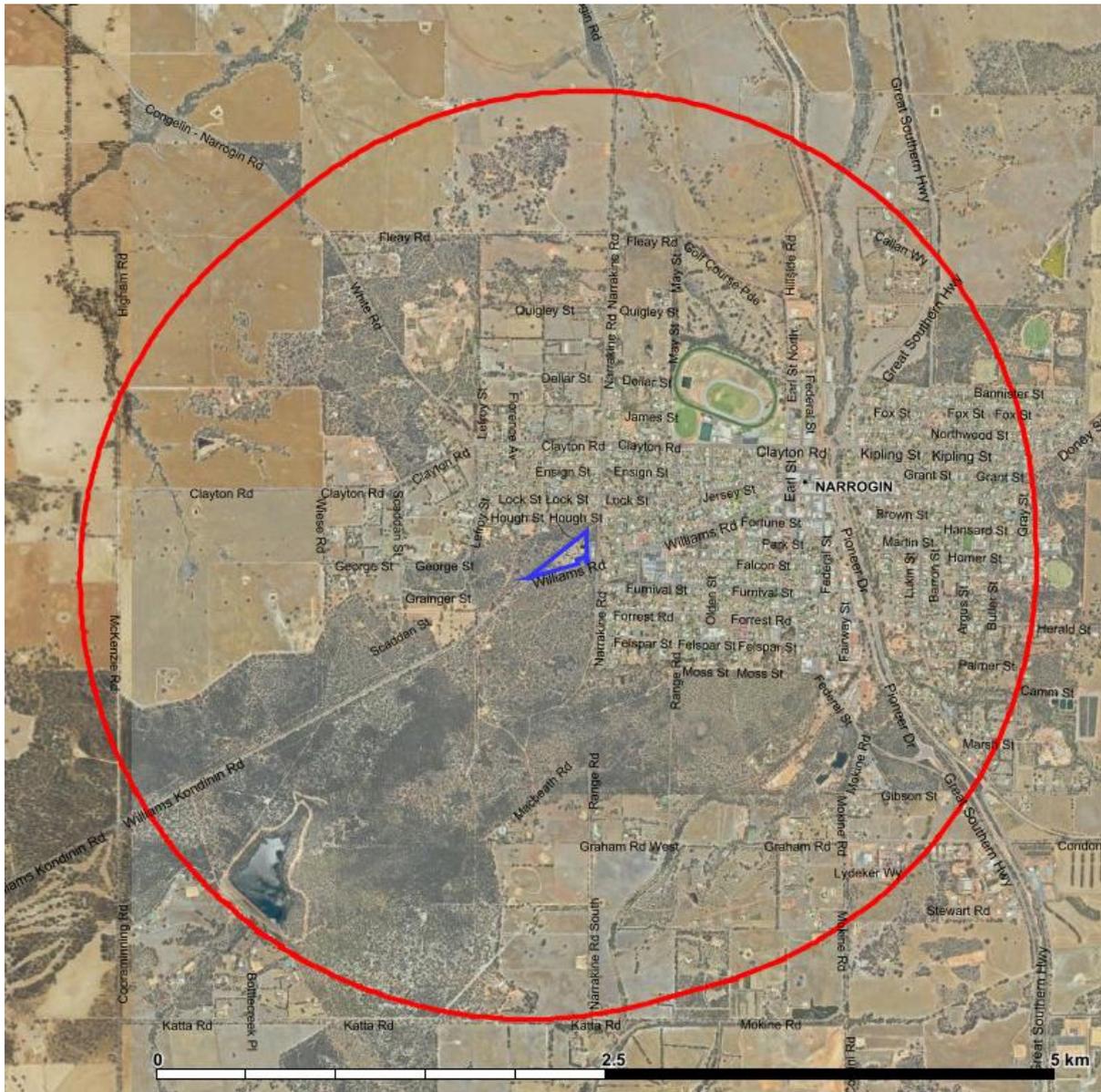


Plate 6: Illustrates the surrounding area within 5 km. Contiguous forest is located to the south of the site. Predominant wind direction in the afternoon during the fire season is from the southern hemisphere.

DBCA Fire History

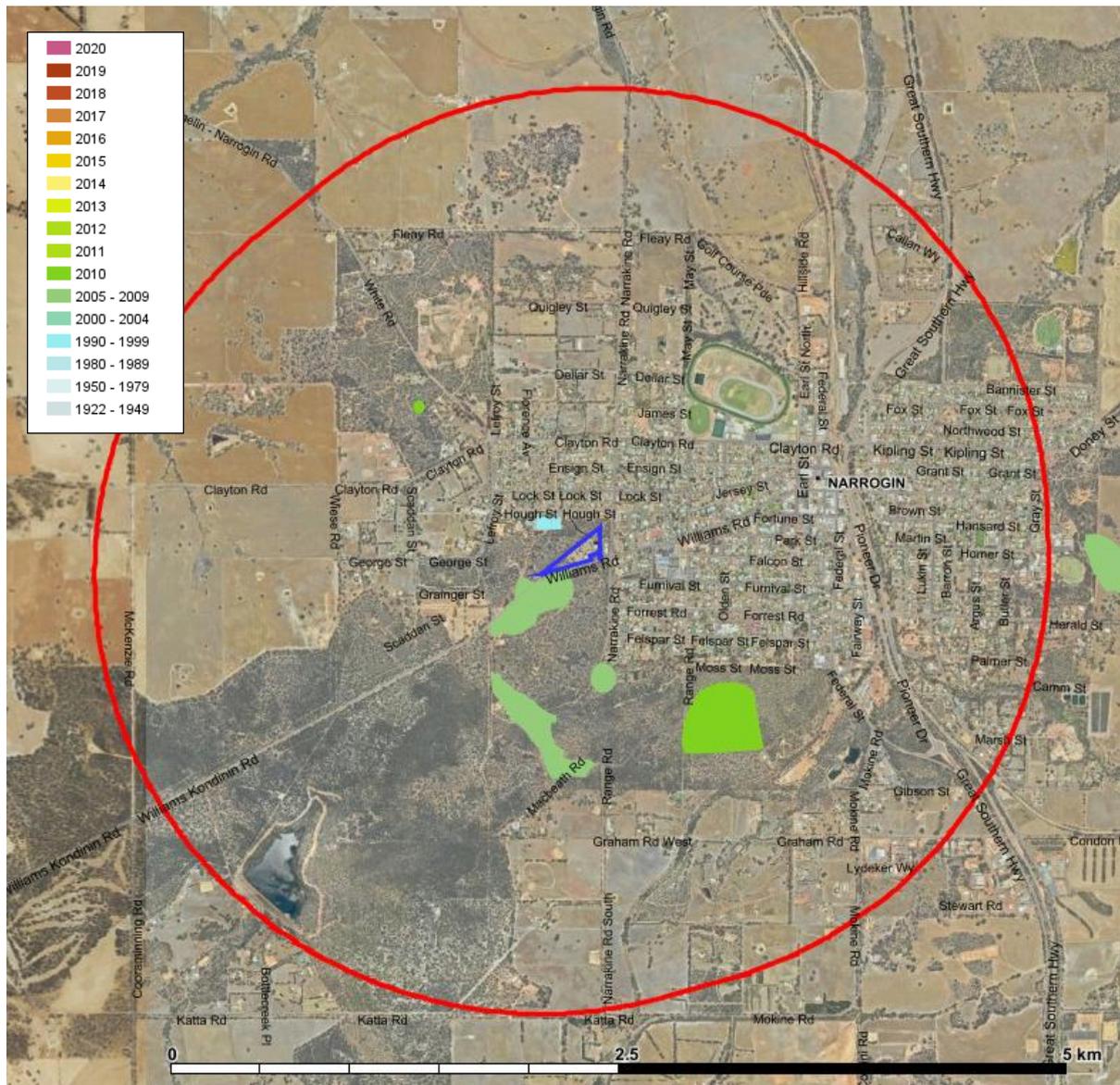


Plate 7: Illustrates the recorded fire history. It is indicative only due to the unreliability of previous recording. The burn areas in this instance correlated with the DBCA fuel reduction program and is identified within its 3 year program (Landgate).

The site is west of the township of Narrogin (residential built out area).

The intensity of a bushfire is affected by the conditions that make up the Fire Danger Index. The Fire Danger Index (Fire Danger Rating) is a grading of conditions ranging from moderate to catastrophic. DFES issue Fire Danger Ratings daily during summer. The ratings range from 'moderate', 'high', 'very high', 'severe', 'extreme' through to 'catastrophic'.

High temperatures, strong winds and dry available fuels represent the catastrophic conditions and belie the complacency that the public may develop from witnessing fires on less severe days. It's the worst conditions that are planned for and unfortunately most fires are the result of human actions inadvertent or deliberate and the propensity increases with an increasing population. The propensity for thunderstorms in the summer months is another source.

The Fire Danger Index for Western Australia is 80, and the fire season is inclusive of December and March each year. Extreme days occur mostly in January and February.

The prevailing winds in the afternoons during the bushfire season are predominantly from the south and south west.

The caravan park is located at the north east of the Foxes Lair Reserve, which is classified as a forest (AS 3959:2018) and the caravan park would be subject to a bushfire attack if a bushfire occurred in the reserve.

The caravan park is located adjacent the Narrogin township. Evacuation is therefore available to shelter within the nearby urban area of Narrogin.

Existing controls

Existing controls are features and activities that presently reduce the harm to humans and assets.

- The public roads are direct to the township of Narrogin and are in good condition.
- The site is within a 4G network, mobile phones are automatically alerted to fires in the area, supporting an early and safe evacuation.
- The site has access to the Water Corporation's reticulated water supply.
- The Narrogin Fire brigade is located within 1200 m of the site, on LeFroy Street, although the brigade cannot be relied upon to attend during a bushfire due to the possibility of competing priorities.
- The Shire and WAPOL enforcement of total fire ban days (to reduce the potential for ignition) and the Shires enforcement of its annual notice *Bushfires Act 1954*, to reduce the spread of bushfires.
- Active fuel reduction within the area by the DBCA, and the coordination of fuel reduction across private and public land.

Likelihood

The likelihood of a bushfire affecting the site is considered 'likely'. Rather than a historic frequency this is based upon the presence of bushfire fuels (primarily south of the site) and activities in the locality. Nearby fuel reduction initiatives will reduce the intensity of a bushfire, increasing the opportunity for control, but it does not eliminate the possibility of a fire affecting the site.

Consequence

The consequence is a potential loss of cabins most likely as either a fire transfer between the cabins and the storage of a flammable material near a cabin exposing the building to a dire flame contact.

Risk treatments

The cabins will be of an equivalent construction standard to the BAL at the proposed building location. The cabins are within an irrigated lawn area and managed garden (low flammability, high moisture trees). Resistance to bushfire attack is dependent upon seasonal and daily site management, to maintain lawns at < 100 mm, the removal of flammable materials against the building, and avoiding the placement of flammable materials within a potential flame contact to the building.

5. BUSHFIRE PROTECTION MEASURES

5.1 Guidelines for Planning in Bushfire Prone Areas Version 1.4 (the Guidelines)

The Bushfire Protection Criteria in the Guidelines v1.4 is divided into five elements – location, siting and design, vehicular access, water and tourism land uses Element 5 as a standalone Bushfire Protection Criteria.

The proposal for the purpose of Element 5 is *Other short-term accommodation – including motel, serviced apartments, tourist development (includes cabins and glamping eco tents), holiday accommodation and caravan park* (which incorporates camping grounds).

Table 6: Bushfire Protection Criteria assessment Element 5 v1.4

✓	Acceptable solution provided	C	An Acceptable Solution to be conditioned			
N/A	Not Applicable	P	Performance Principle solution see 5.2			
Bushfire Protection Criteria		Method of Compliance		AS	PP	Proposed Bushfire Management Strategies
Element 5 intent: To provide bushfire protection for tourism land uses relevant to the characteristics of the occupants and/or the location, to preserve life and reduce the impact of bushfire on property and infrastructure.						
<p>P5vii Habitable buildings are sited and designed to:</p> <ul style="list-style-type: none"> – minimise clearing of existing vegetation; and – provide hazard separation between classified vegetation and a development site, that is managed in perpetuity, to protect life, prevent the spread of, and manage the impacts of, fire. 		<p>A5.7 Siting and design</p> <p>A5.7a For caravan parks, the provision of an APZ to achieve BAL-29 (29kW/m2) around the campground facilities, which may include the office, manager’s residence, camper’s kitchen, and shower/laundry.</p> <p>A5.7b Where the BMP identifies accommodation structures, including, but not limited to, caravan and camping sites, eco tents and cabins, as a tolerable loss in the event of a bushfire, these accommodation structures can be sited in areas above BAL-29 (29kW/m2).</p> <p>A5.7c For all other short-term accommodation, an APZ to be provided in accordance with Element 2: Siting and Design of Development A2.1 Asset Protection Zone.</p> <p>A5.7d A landscape management plan is to be prepared to identify on-going onsite vegetation management (where appropriate).</p>		✓		<p>The cabins are located within the caravan park, that is managed as low threat. The caravan park is subject to Bushfire Attack Levels from adjoining land.</p> <p>The cabins have been sited with sufficient distance from the site boundary to be located at less than BAL 29.</p> <p>The caravan park will be maintained as low threat compatible with the Standard for Asset Protection Zones. The Standard for Asset Protection Zones satisfies as a default landscape management plan.</p> <p><u>Development response</u></p> <p>The proposal is compliant with A5.7</p>

<p>P5viii The design and capacity of vehicular access and egress allows the occupants to evacuate to a suitable destination before a bushfire arrives to the site, whilst allowing emergency service personnel to attend the site; or it is demonstrated through a risk assessment that the risk can be managed.</p>	<p>A5.8.1 Vehicular access for all proposals</p> <p>A5.8.1a Internal vehicular access/private driveway is to provide emergency egress/access for all patrons and staff, in the event of a bushfire. Where possible, this is to include the provision of at least two internal access/egress points to the public road network.</p> <p>A5.8.1b Internal vehicular access/private driveways longer than 70 metres are to meet all the following requirements:</p> <p>Requirements in Table 6, Column 4;</p> <p>Passing bays every 200 metres with a minimum length of 20 metres and a minimum additional trafficable width of two metres (that is, the combined trafficable width of the passing bay and constructed private driveway to be a minimum six metres); and</p> <p>Turn-around areas as shown in Figure 28.</p> <p>A5.8.1c Signage to be provided within the site, advising of where each access route travels to and the distance and general information signs on what to do in the event of a bushfire.</p>	<p>✓</p>	<p>The site has an internal loop road that provides access to all sites within the caravan park including direct access to the proposed cabins.</p> <p>The site is accessed from two points (located close together) on Williams Road, which is a through road, but the site has a wide frontage to Williams Road. The access would enable the evacuation of wide turning vehicles whilst emergency services are arriving.</p> <p>A loop road satisfies (avoids) the need for turning areas.</p> <p><u>Development Response</u></p> <p>A condition is recommended affirming maintenance of the vehicular access and car parking Table 6, Column 4.</p>
	<p>A5.8.2 Vehicular access for short-term accommodation outside of a residential built-out area</p> <p>A5.8.2a Public road access is to be provided in two different directions to at least two different suitable destinations.</p> <p>A5.8.2d A public road is to meet the requirements in Table 6, Column 1.</p>	<p>✓</p>	<p>The site is bound by Williams Road a public road which is a through road. Williams Road is an 8.7 m wide sealed carriageway.</p> <p><u>Development response</u></p> <p>The proposal is compliant with A5.8.2</p>

<p>P5ix Provide a permanent water supply that is: – sufficient and available for firefighting purposes; – constructed from non-combustible materials (e.g. steel), or able to maintain its integrity throughout a bushfire; and – accessible, with legal access for maintenance and re-filling by tankers and emergency service vehicles.</p>	<p>A5.9 Provision of water</p> <p>A5.9a The development or land use is provided with a reticulated water supply in accordance with the specifications of the relevant water supply authority;</p>	<p>✓</p>	<p>The site is connected to the Water Corporation’s reticulated water supply. A hydrant is immediate to the site on Williams Road.</p> <p><u>Development Response</u></p> <p>The proposal is compliant with A5.9a</p>
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5.2 Bushfire Management Strategies

The proposal complies with the four elements of the Bushfire Protection Criteria.

The site could experience an ember attack from a landscape bushfire from west/south west of the site. A fire however can arrive from any direction and the site is upslope of an area of forest to the north west.

Prudent measures should be taken to reduce the risk of damage from ember attack through construction standards and reduce the risk of injury to guests by evacuating the site in a bushfire event.

The cabins, which are prefabricated (to be purchased, transported and installed on site) are to be of the construction standard that is equivalent to the BAL at the proposed building location. The undersides should be enclosed. No additions (verandas) or flammable materials (shade sails) should undermine the construction standard. Nearby landscaping should be undertaken in accordance with low threat vegetation (AS 3959).

Further bushfire management strategies to those addressed under the bushfire protection criteria are addressed in this instance by the Bushfire Emergency Evacuation Plan (BEEP).

The principles of Emergency Management (listed below) that may apply to the proposal can be divided across the BMP and BEEP working in unison – the BMP determines the suitability of the location, and the BEEP describes the management actions. The two align with emergency management principles as follows:

- Prevention – avoidance and mitigation works undertaken in advance i.e. (Planned Asset Protection Zone).
- Preparation – education, procedures, training i.e. Seasonal maintenance APZ, regular review of (BEEP) requirements, contacts, responsibilities, and warning systems
- Response – actions taken in an event for saving lives (primary) - early evacuation is required.
- Recovery – return and restoration procedures described (BEEP).

5.2.1 Vulnerable Development Emergency Evacuation (CI 6.6)

The proposed BEEP is attached in Appendix 2 and follows the State Government's *A Guide to developing a Bushfire Emergency Evacuation Plan* October 2019 and the *Emergency Evacuation Plan template* V1.1. The BEEP has been developed consistent with the Australian Standard AS 3745-2010, Planning for Emergencies in facilities.

The attached BEEP incorporates the requirements listed under section 5.5.4 Guidelines for Planning in Bushfire Prone areas v1.4 and acknowledged in Table 6 below.

Table 7: Compliance with Cl. 5.5.4 Guidelines for Planning in Bushfire Prone Areas

The emergency evacuation plan should be concise and consider:	Addressed in Emergency Evacuation Plan <i>The plan has followed AS3745-2010</i>
the number of people at the facility	200 persons
whether the occupants are permanent or transient	Visiting
whether there is a caretaker onsite	Hosted
whether there are people with a disability, medically dependent, young children or the elderly	Guests who require support would have a carer with them to provide that support.
identification of a safe alternative location if there was a need for evacuation/relocation	Narrogin Town Centre (Narrogin Recreation Oval)

a proposed method of movement of occupants to safe location(s)	Visitors will arrive by private vehicle and will evacuate by private vehicle.
details of suitable access/egress routes for the expected type/volume of traffic, including alternatives when suitable roads are inaccessible, insufficient or inappropriate	All visitors will arrive via Williams Road by private vehicle, car or bus. Pedestrian access to the Narrogin urban area is available before the fire front arrives and after the fires passing. Williams Road adjoins Foxes Lair Reserve and may not be passable during the arrival/duration of the firefront.
transport options for those without access to private vehicles	Pedestrian access to the Narrogin urban area is available, before the arrival of the firefront.
options to shelter in place as a last resort	Early evacuation, pedestrian or vehicle into the Narrogin urban area is required. The cabins whilst outside of a direct flame contact could be subject to severe ember attack from the adjacent forests. They are not recommended for shelter.
roles and responsibilities of facility personnel and emergency services.	The landowner/manager will have responsibility for seasonal preparations and daily preparations.

The emergency evacuation plan should consider if actions will change based on a series of triggers, such as:	Addressed in Emergency Evacuation Plan
effective warning methods appropriate for the occupants (including consideration of at risk persons and the demographics of the occupants)	Staff are expected to recognise smoke, smell of fire and the site of fire. Warning is through monitoring of the DFES website and by observation.
closure of facility and early relocation of occupants appropriate to the fire danger rating (FDR) and bushfire warnings	The caravan park contains a number of long term residents, and it may not be practical to close. Vigilance and early preparation is required on Severe plus days.
any local government bushfire requirements (for example, harvest and vehicle movement bans).	Nil
a suitably qualified emergency management professional should prepare the emergency evacuation plan in collaboration with relevant stakeholders including the landowner/developer and the local government (refer to section 6.14 of the Guidelines).	Anthony Rowe Accreditation Level 3 Accreditation Number: 36690

5.3 Spatial representation of the bushfire management strategies

Further to the assessment against the bushfire protection criteria, the key features demonstrating compliance should be represented spatially in the *Spatial representation of the bushfire management strategies*. It represents the required bushfire risk management measures that must be implemented and maintained. The Spatial representation of the bushfire management strategies is provided in Figure EX1.

6. RESPONSIBILITIES FOR IMPLEMENTATION AND MANAGEMENT OF THE BUSHFIRE MEASURES

The responsibilities for implementation and management of the bushfire measures, summarises the key measures identified to achieve or maintain compliance with the bushfire protection measures following SPP 3.7.

The details contained within the planning application authorised by the responsible decision maker are enforceable under section 214 of the *Planning and Development Act 2005*. The items addressed in the listed responsibilities for implementation and management of the bushfire measures form part of the planning authorisation and where there is conflict supersede the detail of the planning application.

The Landowner	Timing
<p>1. The Cabins are to be of the construction standard that is equivalent to the BAL at the proposed building location and installed with the undersides enclosed to prevent ember penetration to the underside of the building.</p> <p><i>The buildings are to be maintained in the BAL construction condition. No additions or the placement of materials should reduce the objective of the construction level.</i></p>	<p>Prior to operation</p> <p>Acknowledgement</p>
<p>2. The adoption (and annual review) of the emergency evacuation plan</p>	<p>Prior to operation</p>
<p>3. The inside face of all external doors shall display the Evacuation Diagram.</p>	<p>Prior to operation</p>
<p>4. Within the area shown on the spatial representation of the proposed risk management measures all vegetation within the APZ, is to be retained as low threat (AS 3959:2018) or be maintained in accordance with the Standards for Asset Protection Zones (Excluding orchard trees)</p> <ul style="list-style-type: none"> i. TREES: No tall trees >5 m (trunk)s are to overhang a building or their canopies to be within 5 m of each other. ii. SHRUBS: No shrubs or trees up to 3 m are to be within three (3) metres of a building or the canopy of another tree. iii. GRASSES: No grasses within the property should exceed 100mm and vegetation less than 0.5m high is to be no closer than 2 m from the building. 	<p>Ongoing</p>
<p>5. External water (fire) hoses, capable of applying water safely onto each part of the buildings shall be provided</p>	<p>Prior to operation</p>

Existing controls

Whilst not directly addressing the proposal, there are a number of Local and State initiatives that reduce the bushfire risk and reduce the loss of life and buildings. The existing controls are acknowledged by the BMP.

They address the mutual obligation between all landowners, and the provision of community services including fire suppression and public alert notification and community response coordination.

The Shire of Narrogin

1. Developing and maintaining district bushfire fighting services and facilities.
2. Administer the *Bushfire Act 1954* and monitor landowner compliance to maintain land, in a state not conducive to the ignition or spread of bushfire. This is a statutory responsibility assigned to local government.
3. Promoting education and awareness of bushfire prevention and preparation measures through the community.
4. Administering the requirements of the *Planning and Development Act 2005* and the *Building Act 2011*.

State Government

1. Notification of Emergency Alerts - Website and Telecommunication Media
2. Policing operations to minimise the deliberate ignition of bushfires.
3. Maintain fuel reduction on public lands

Acknowledgment - Proponent

The proponent acknowledges the responsibilities as listed above and the requirement to ensure that should the land transfer to a new owner, that the new owner is aware of the BMP and their ongoing responsibility.

APPENDIX 1 - Emergency Evacuation Plan

BUSHFIRE EMERGENCY EVACUATION DOCUMENTS

Short Term Tourist Accommodation NARROGIN CARAVAN PARK

80 Williams Road Narrogin

AUGUST 2022

This document contains two parts:

1. The preparation compliance with the WAPC *A Guide to developing a BUSHFIRE EMERGENCY EVACUATION PLAN October 2019: and*
2. The Emergency Evacuation Plan contained in Appendix 1. The Emergency Evacuation Plan incorporates the requirement of AS3745-2010 where relevant in the WAPC Emergency Evacuation Plan Template.

1. ESTABLISHING THE EMERGENCY MANAGEMENT TEAM

In accordance with the Guidelines for preparing a bushfire emergency evacuation plan an accredited bushfire practitioner was engaged (Anthony Rowe BPAD L3 36690).

The bushfire planning practitioner has been responsible for assisting the emergency management team with

- The establishment and implementation of emergency plans and procedures
- Formulation of emergency procedures
- Reviewing the local emergency services

The Emergency Planning Committee with feedback from the Emergency Management Team should regularly review the emergency evacuation plan to ensure it remains practical and current.

Emergency Planning Committee (EPC)

For the purpose of short-term tourist accommodation the Emergency Planning Committee shall comprise of the owner/s.

The **Emergency Planning Committee** is responsible for overseeing the preparation of the site buildings and grounds for the approaching bushfire season, including attendance to any maintenance required to minimise the risk of damage from bushfire attack.

The Committee is responsible for reviewing the BEEP and overseeing the undertaking of education and training. It is to ensure appropriate resources are provided to prepare for the bushfire season.

Emergency Management Team (EMT)

The Emergency Management Team shall comprise of the following positions:

- Chief Warden
- Evacuation Wardens

The Caravan Park Caretaker/Manager will assume the responsibilities of Chief Warden whilst guests are at the facility.

The Chief Warden will be responsible for responding to a bushfire event and ensuring the safety of guests.

The Emergency Planning Committee with feedback from the Emergency Management Team should regularly review the emergency evacuation plan to ensure it remains practical and current.

2. PREPARING THE EMERGENCY PLAN

The emergency plan applies to Short Term Tourist Accommodation at Narrogin Caravan Park, 80 Williams Road Narrogin.

The Bushfire Management Plan dated **16 August 2022** articulates bushfire safety measures that include:

- Provision of firefighting equipment

This Emergency Plan has been prepared in response to bushfire threats identified in the BMP.

It is the responsibility of the Chief Warden to maintain communication with guests and ensure guests are alerted to conditions where the risk is elevated and of any bushfire likely to threaten the property.

- The Chief Warden is responsible for checking the DFES Alerts and Warnings web page <https://www.emergency.wa.gov.au> at regular intervals
- The Chief Warden is responsible for advising guests to evacuate and maintaining contact with guests during any evacuation

Evacuate before the fires arrival when safe to do so.

Time Required to Evacuate – 30 minutes to prepare and exit the site.

Transportation Arrangements – Private Vehicle.

3. DETERMINE EMERGENCY ACTION

The **primary action** in response to bushfire threat is **early** evacuation.

In a bushfire event, announcements will be made via electronic media and online, regarding bushfire incidents and potential threats to the site.

- Monitor the DFES Alerts and Warnings web page <https://www.emergency.wa.gov.au>
The Chief Warden is responsible for monitoring this site at regular intervals during the bushfire season

The Trigger to evacuate.

- a fire is within 10 km of the site (Chief Warden)
- smoke or a fire is seen nearby (Chief Warden)
- Emergency WA public advice – Watch and Act or Emergency warnings
- if directly advised to leave by DFES or the police (Chief Warden)

Time Required to Evacuate – 30 minutes to prepare and exit the site

Suitable Access Routes: Narrogin Town Centre (1.4 km) via Williams Road.

Transportation Arrangements: Private Vehicles.

4. EVACUATION / SHELTER REQUIREMENTS

Visitors will arrive by their own transport and would evacuate via their own transport.

The Shire nominated evacuation centre is the YMCA Narrogin Regional Leisure Centre at 50 Clayton Road. In a bushfire emergency, announcements will be made via electronic media and online confirming locations of evacuation centres. The chief warden will follow public warnings and advice in determining the appropriate evacuation destination.

Whilst shelter on site is not recommended the owner should ensure flammable objects are not stored within 10 m of the assembly building.

PRIMARY AND SECONDARY EMERGENCY PROCEDURES

The Emergency Evacuation Plan must be reviewed annually, ensuring all information, procedures, contact details and any attached publications (e.g., DFES) are current.

Annual review should include:

- Fire hoses checked to ensure all are in working order.
- The roof and gutters of cabins should be free of leaf litter and debris.
- Flammable materials are to be removed from near buildings.
- The roof and walls of buildings should be checked for gaps exceeding 2 mm which can occur with the ageing of materials
- access should be clear and easily trafficable

A current A3 size copy of the emergency plan and evacuation diagram must be displayed at the office, the muster point and at the exit doors of cabins.

5. TRAINING REQUIREMENTS

As part of the booking process notice must be provided that the caravan park is located within a bushfire prone area and precautionary or emergency evacuation may be required during the fire season. The Chief Warden is responsible for ensuring:

- The Emergency Plan and the Evacuation Diagram are displayed at the office, the muster point and at the exit doors of cabins.
- Determining the need for, and overseeing evacuation in a bushfire event
- Assessing the site for return to operation.

Emergency Evacuation Plan Preparation Checklist

The following questions will assist the individual in developing or reviewing the Emergency Evacuation Plan to identify an off-site location. For an appropriate off-site location	
If there are occupants with support needs that require a similar facility to support them, is the off-site location suitable?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comment: Guests with support needs may attend the facility but would have a carer or family member in attendance with them to provide the required support.	
Is the off-site location in an area away from the effects of a bushfire?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Comment: The chief warden will follow Shire public advice to determine the safer place for evacuation in a bushfire event.	
Are there amenities (toilets, food, water etc.) available at the off-site location? (if applicable)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Can the off-site location accommodate the number of occupants?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Comment: Shire nominated emergency evacuation facility	
Does the route to the off-site location require transporting through bushfire affected areas or areas that may be affected by an approaching bushfire?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Comment: The route to the township is predominantly through the built out area with the exception of a short distance (100 m) along Williams Road before crossing Narrakine Road.	
Has the owner of the off-site location advised that they are happy to accommodate occupants if evacuation from a bushfire emergency occurs?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Comment: Shire nominated emergency evacuation facility	

Consider the following questions to assist in planning transport arrangements.	
Do you have your own transport for all occupants?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If no, what transport provider will you use? Visitors will have their own transport	
Are private vehicles to be used?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If using private vehicles will there be sufficient vehicles to transport all the occupants, will they be available when you need them, and will there be drivers available? If no, consider another mode of transport	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will there be sufficient vehicles to transport all occupants? All visitors will arrive by private transport	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Have occupants with support needs been considered when determining transport types and necessary timing to evacuate?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Do you require ambulances? If yes, St John Ambulance Australia needs to be consulted.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is a community bus available?	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
Will community buses be available when you need them, and will drivers be available?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Are other means of transport available?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Do you need any other type of special transport?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

The following questions will assist the individual in developing or reviewing the Emergency Evacuation Plan to identify an on-site building. For an appropriate building, the answers to the below questions should receive a 'yes'.

On-site shelter is not proposed. The caravan park is located at the edge of the built out area of the Narrogin Township within walking distance of a BAL Low area.

Is the property well maintained and kept free from a build-up of fuel and leaf litter in gutters and around buildings?

Yes
No

Is there a building on-site that is away from bushland and is unlikely to be impacted by bushfire?

Yes
No

Is the building constructed in a manner that minimises bushfire attack with appropriate Asset Protection Zones?

Yes
No

Can the building accommodate the number of occupants and visitors?

Yes
No

Is there ease of accessibility to the building, and is it easily identifiable?

Yes
No

Is there access to amenities (toilets, food, water, etc.) away from the effects of a bushfire?

Yes
No

BUSHFIRE EMERGENCY PLAN

NAME OF FACILITY	Short Term Tourist Accommodation – Narrogin Caravan Park
ADDRESS	80 Williams Road Narrogin
PREPARED BY	Anthony Rowe, L3 BPAD 36690
OWNER/OPERATOR	Shire of Narrogin
DATE	18 August 2022
VERSION NUMBER	1

Document Control

Version	Date	Details	Undertaken by
1	18/08/2022	submission	Anthony Rowe

Emergency Management Team

Name	Role	Contact Details
Narrogin Caravan Park Manager	Chief Warden	
Narrogin Caravan Park Staff	Evacuation Warden	

FACILITY DETAILS

This Plan is for tourist accommodation (caravan park) and has been designed to assist management in protecting life and property in the event of a bushfire.

The plan outlines procedures for both **evacuation** and **shelter-in-place** to enhance the protection of occupants from the threat of a bushfire.

The primary action to follow in a bushfire emergency is to:

Evacuate



Shelter in place



NAME OF CONTACT PERSON		Shire of Narrogin	
POSITION / ROLE OF CONTACT PERSON		Caravan Park Manager & Caretaker Chief Warden	
PHONE NUMBER			
FACILITY TYPE	Short term tourist accommodation – cabins and sites for caravans and tents	NUMBER OF BUILDINGS	6
NUMBER OF STAFF	2	NUMBER OF OCCUPANTS	200 guests
NUMBER OF OCCUPANTS WITH SUPPORT NEEDS		0 Any guests with support needs would be staying with a carer	
DESCRIPTION OF SUPPORT NEEDS		Not applicable	

RESPONSIBILITIES

The following outlines who has responsibility for implementing emergency procedures in the event of a bushfire.

Position	Role	Responsibility
OWNER	Emergency Planning Committee	<ul style="list-style-type: none"> • Ensure the facility is prepared for the bushfire season • Ensure the cabins and caretaker accommodation are inspected to ensure buildings are free of leaf litter and debris and flammable materials are not stored adjacent.
CARETAKER/MANAGER	Emergency Management Team	<ul style="list-style-type: none"> • Obtain guest contact details (mobile phone) • Daily - check www.emergency.wa.gov.au for any warnings or alerts • Monitor Fire Danger Ratings at all times when visitors are at the facility • Monitor conditions on Severe plus FDR days <ul style="list-style-type: none"> ○ Local ABC Radio 558am ○ Emergency.wa.gov.au • Determine with DFES/emergency services that evacuation is required and available • Ensure guests are alerted to the requirement to evacuate and of safe routes and destinations for evacuation • Remain contactable (mobile phone) at all times • oversee return of guests to the site when declared safe <p>DO NOT RELY ON PUBLIC NOTICE ALONE, it may be late or not accurate to your circumstance. Use your initiative for safety and seek verification.</p>

EMERGENCY CONTACTS

Name of Organisation	Office / Contact	Contact details
Fire / Police / Ambulance	Fire or Emergency	000
Department of Fire & Emergency Services	Emergency Information	13 33 37 (13 DFES)
Emergency WA	Warnings and incidents	www.emergency.wa.gov.au
Bureau of Meteorology	Weather information	1300 659 213

PREPAREDNESS

CHECKLIST – ongoing, prior to and during the bushfire season

BUSHFIRE SEASON: COMMENCES IN DECEMBER AND CONCLUDES IN MAY OF EVERY YEAR (EXACT DATES VARY)

Action	Frequency	Responsibility
To be completed just prior to the bushfire season (by November 30 each year)		
1. Ensure the Asset Protection Zone associated with the assembly building has been established in accordance with the BMP Figure Ex1.	Annual	Owner
2. Ensure all roof and building junctions are clear of litter	Annual	Owner
3. Check roofs and building surfaces present no gaps greater than 2 mm. By external inspection or observation of daylight in the roof cavity. Screen any gaps (steel mesh 2 mm aperture) or fill with mineral wool or non-flammable sealant	Annual	Owner
4. Any objects attached to the buildings are non-combustible or easily removable, and the removing mechanism is in working order	Annual	Owner
5. The hoses supplied for firefighting are protected from radiant heat (non-flammable fire reel cover) The fire hoses and pump is in working order	Annual	Owner
6. Emergency Contacts details are current and identified on the Evacuation Diagram	Ongoing	Owner
7. Ensure induction information for guests is checked and updated	Ongoing	Owner
To be completed regularly during the bushfire season between 1 December and 12 May each year by the Emergency Management Team (property manager).		
1. Maintenance of identified Asset Protection Zones	Ongoing	Owner
2. The cabins and caretakers building are free of flammable materials, none located within 3 m	Ongoing	Owner
3. The evacuation diagram is clearly displayed at the office, on the exit doors of cabins, and at the muster area.	Ongoing	Owner

AWARENESS AND PRE-EMPTIVE PROCEDURES

The following outlines the actions that must be taken to ensure occupants maintain an awareness of the bushfire threat and the appropriate procedures to follow.

Actions	Frequency	Responsible Person
Throughout the bushfire season		
Check the Emergency WA website daily for alerts and warnings www.emergency.wa.gov.au	Daily (in the morning)	Chief Warden
Days forecast Very High, Severe, Extreme or Catastrophic Fire Danger rating		
Check the Emergency WA website for alerts and warnings www.emergency.wa.gov.au	Check regularly and actively monitor any incidents within 10 km. Be prepared to instigate evacuation.	Chief Warden

The Department of Fire and Emergency Services provides community and emergency advice about predicted and current conditions and the level of bushfire threat.

The Fire Danger Rating (**FDR**) is based on the forecast weather conditions, the higher the rating, the higher the threat.

A new national Fire Danger Rating System is to be launched in September 2022

There are four levels of fire danger in the new system. Fire Danger Ratings are based on predicted conditions such as temperature, humidity, wind and the dryness of the landscape and give an indication of the possible consequences of a fire, if one was to start; the higher the fire danger rating, the more dangerous the conditions.

FIRE DANGER RATINGS

CATASTROPHIC

Catastrophic - For your survival, leave bush fire risk areas

EXTREME

Extreme – Take action now to protect your life and property

HIGH

High – Be ready to act

MODERATE

Moderate – Plan and prepare

The Australian Bushfire Warning System provides public information on ACTIVE fires



EMERGENCY WARNING

An out of control fire is approaching fast and you need to take immediate action to survive. If you haven't prepared your home it is too late.

You must seek shelter or leave now if it is safe to do so.



WATCH AND ACT

A fire is approaching and there is a possible threat to lives or homes. Put your plan into action. If your plan is to leave, make sure you leave early. If your plan is to stay, check all your equipment is ready.

Only stay and defend if you are mentally and physically prepared.



ADVICE

A fire has started but there is no immediate danger. Stay alert and watch for signs of a fire.

Be aware and keep up to date.

Where can I get information during an emergency?

[emergency.wa.gov.au](https://www.emergency.wa.gov.au) 13 DFES (13 33 37)

[@dfeswa](https://www.facebook.com/dfeswa) [@dfes_wa](https://www.instagram.com/dfes_wa) Local ABC Radio



EMERGENCY PROCEDURE, LOCATION, AND TRANSPORT DETAILS

Evacuation

Designated evacuation assembly point/s

1. The muster point adjacent Ablutions block 1

The following destinations and routes may be available in a bushfire event however current public advice from Emergency WA should always be followed to ensure you use the safest evacuation route to the safest destination.

Primary off-site location

Name of venue **Shire nominated evacuation centre - YMCA Narrogin Regional Leisure Centre**

Address of venue 50 Clayton Rd, Narrogin

Nearest cross street Narrakine Road Map reference 359F+V5 Narrogin

Venue phone number 08 98812651

Primary route to location Exit the caravan park with a left turn onto Williams Road. Cross Narrakine Road and turn left onto Dalglish Street. At the T junction turn right onto Clayton Road. The YMCA Narrogin Regional Leisure Centre is 270 m on the left.

Secondary route to location Follow emergency services advice on availability of alternate routes.

Primary transportation arrangements

Visitors will have transport adequate for all members of their party.

Estimated travelling time to destination < 5 minutes

Secondary off-site location

Name of venue **Follow emergency services advice on availability of alternate destinations.**

EVACUATE OR SURVIVAL

The **primary action** to follow if there is an imminent bushfire threat is to **EVACUATE** following confirmation (DFES or emergency services) that a safe evacuation route is available.

Shelter in place is not recommended. Early evacuation by vehicle or on foot will be available however if DFES or emergency services have advised it is too late to leave then Survival procedures are to be undertaken. Guests should assemble at the muster point until the fire has passed.

Procedures for evacuation and shelter-in-place in the event of a bushfire.

Trigger	Action	Responsible Person
EVACUATE		
<ul style="list-style-type: none"> a fire is within 10 km of the site smoke or a fire is seen nearby Emergency WA public advice – Watch and Act or Emergency warnings if directly advised to leave by DFES or the police 	<ul style="list-style-type: none"> confirm through public advice or by direct contact with Emergency WA that a safe evacuation route is available Advise guests of safe route/s and destinations Ensure all guests are accounted for and evacuate Meet guests at the evacuation destination and maintain contact to inform when it is safe to return 	Chief Warden
SURVIVAL - only if advised by DFES it is not safe to leave or a fire is identified close by and may cross the evacuation route		
<p>EMERGENCY – SURVIVAL</p> <p>DFES have advised a safe evacuation route is not available</p>	<ul style="list-style-type: none"> Seek information specific to the Caravan Park from DFES or the Police. If it is not safe to travel to Narrogin, then the fire impact is imminent. Instruct all occupants to immediately assemble at the muster area. All persons should wear long sleeves, long trousers, and covered shoes if available and have blankets to cover exposed skin. All persons should have water available to maintain hydration, and a wet towel for cover. Remain at the muster area adjacent the ablutions block, use wet towels to cover heads, and move around to shelter from the radiant heat. evacuate the site following DFES or emergency services confirmation that it is safe to do so 	Chief Warden

RECOVERY

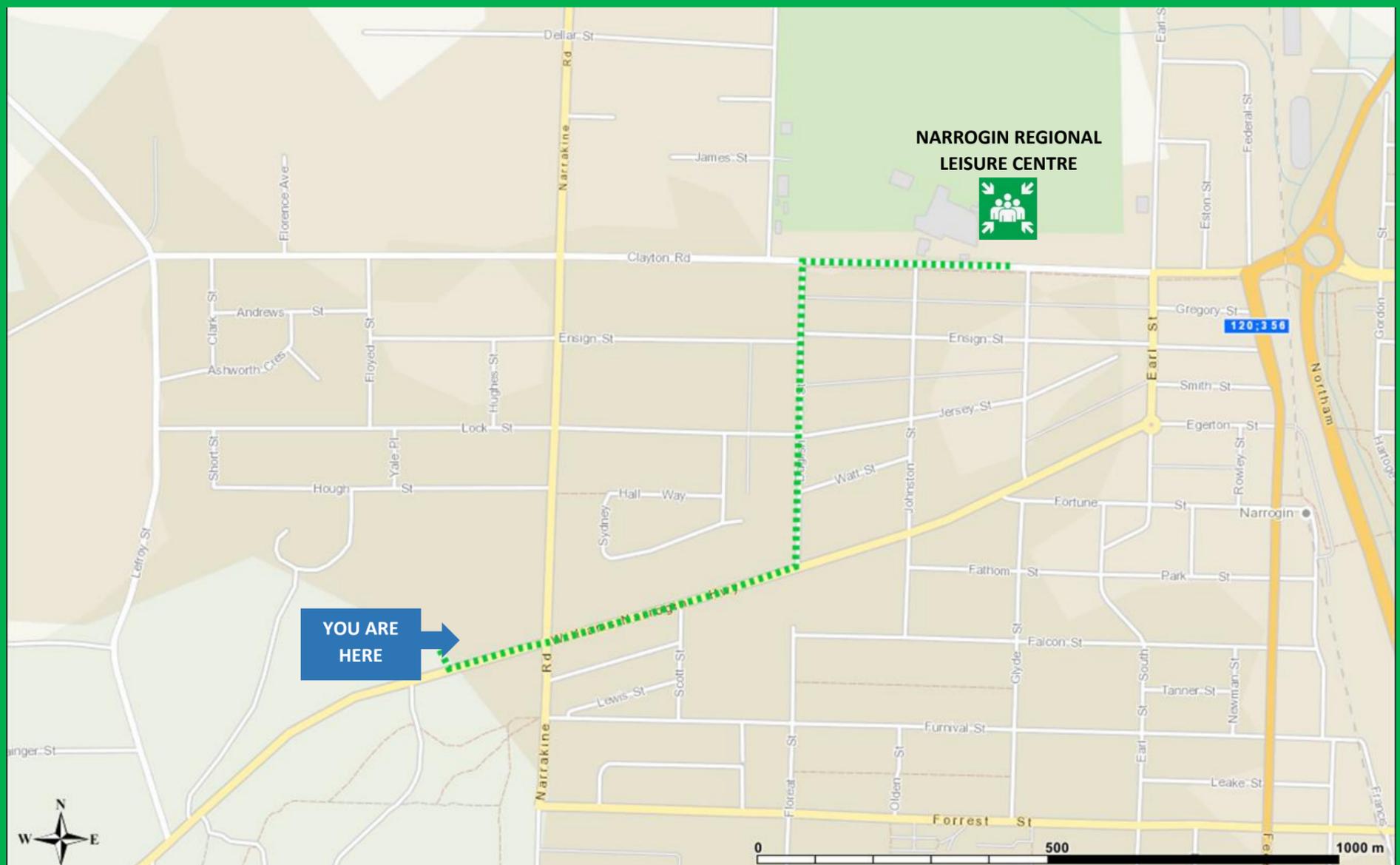
Action	Responsible Person
Following an evacuation when the area has been deemed safe by emergency services the owner will: <ul style="list-style-type: none">• inspect the grounds for any smouldering objects• advise guests when it is safe to return	Chief Warden
Debrief <ul style="list-style-type: none">– assess the severity of the event;– would the actions taken be sufficient to ensure the safety of staff and visitors in an extreme event;– were there any unexpected problems not accounted for in the existing emergency plan;– update the emergency plan to include any learnings from the event.	Chief Warden with owners

Attachment 1 – Emergency Plan and Evacuation Map

BUSHFIRE EMERGENCY RESPONSE PLAN

<p>Location - 80 Williams Road Narrogin</p> <p>Facility – NARROGIN CARAVAN PARK Short stay accommodation</p> <p>Visitors – Maximum 200</p> <p>CONTACT PERSONS</p> <table border="1"> <tr> <td>Chief Warden (Park Manager)</td> <td></td> </tr> </table> <p>Chief Wardens Role:</p> <ul style="list-style-type: none"> Remain informed of DFES Emergency Warnings by monitoring public information sources (listed below) Ensure guest vehicles remain onsite and available for evacuation of guests at all times guests are present during the bushfire season Oversee Emergency Evacuation if it is required Maintain contact with guests 	Chief Warden (Park Manager)		<p align="center">ADVICE - prepare to evacuate</p> <p>Trigger: Fire is greater than 10 km away An ADVICE warning has been issued across telecommunications media of an incident nearby (within 10 km). Response: The Chief Warden will take the following information into consideration when determining if and when to evacuate:</p> <ul style="list-style-type: none"> The severity of the bushfire incident. The location and distance of the bushfire from the site Approximate time for the bushfire to impact the facility. Emergency services advice – direct or via public information <p>If the decision is made to evacuate, follow the procedure under Watch and Act.</p>	<p align="center">EMERGENCY - Survival</p> <p>The Chief Warden will</p> <ul style="list-style-type: none"> Monitor emergency warnings at www.emergency.wa.gov.au and through local radio 558 AM at all times during the bushfire season Be responsible for overseeing evacuation of the site at any time if an active bushfire has the potential to impact the site or the adjacent forested areas. <p>If the public notice is EVACUATION BY ROAD IS NOT SAFE</p> <ul style="list-style-type: none"> Seek information specific to the Caravan Park from DFES or the Police. If it is not safe to travel to Narrogin, then the fire impact is imminent. Instruct all occupants to immediately assemble at the muster area. All persons should wear long sleeves, long trousers, and covered shoes if available and have blankets to cover exposed skin. All persons should have water available to maintain hydration, and a wet towel for cover. Remain at the muster area adjacent the ablutions block. Wet towels and cover head, move around to shelter from the radiant heat. <p align="center">ALL CLEAR</p> <p>When emergency services have deemed the area safe:</p> <ul style="list-style-type: none"> The Chief Warden will inspect the site following DFES confirmation that the threat has passed, and the area is safe. The Chief Warden will inform guests when it is safe to return to the caravan park Following return, the Chief Warden will monitor grounds and buildings, particularly roofs for smouldering material and small fires for 24 hours after the event and be alert to extinguish smouldering embers and small fires. 									
Chief Warden (Park Manager)													
<p align="center">AUSTRALIAN WARNING SYSTEM</p> <table border="1"> <tr> <td style="background-color: #ffff00;">  <p>ADVICE A fire has started but there is no immediate threat to lives or homes. Be aware and keep up to date.</p> </td> <td style="background-color: #ff8c00;">  <p>WATCH AND ACT There is a possible threat to lives or homes. You need to leave or get ready to defend – do not wait and see.</p> </td> <td style="background-color: #ff0000;">  <p>EMERGENCY WARNING There is a threat to lives or homes. You are in danger and need to take immediate action to survive.</p> </td> </tr> </table> <p>INFORMATION SOURCES</p> <table border="1"> <tr> <td>Local ABC radio</td> <td>558 am</td> </tr> <tr> <td>DFES information line</td> <td>13 33 37</td> </tr> <tr> <td>Emergency WA</td> <td>www.emergency.wa.gov.au</td> </tr> <tr> <td>Bureau of Meteorology</td> <td>1300 659 213</td> </tr> </table>	 <p>ADVICE A fire has started but there is no immediate threat to lives or homes. Be aware and keep up to date.</p>	 <p>WATCH AND ACT There is a possible threat to lives or homes. You need to leave or get ready to defend – do not wait and see.</p>	 <p>EMERGENCY WARNING There is a threat to lives or homes. You are in danger and need to take immediate action to survive.</p>	Local ABC radio	558 am	DFES information line	13 33 37	Emergency WA	www.emergency.wa.gov.au	Bureau of Meteorology	1300 659 213	<p align="center">WATCH AND ACT- Evacuate</p> <p>Trigger: Fire is within 10 km DFES or Police have advised EVACUATION IS REQUIRED (Public Notice) OR smoke or fire is observed from the site and DFES or emergency services have confirmed safe evacuation is available. Confirm with DFES or police the evacuation route which should be taken (public information). Response:</p> <ul style="list-style-type: none"> Assemble at the emergency muster point adjacent Ablution Block 1 and advise guests of the evacuation destination and route. Instruct guests to turn off air-conditioning, and close all doors, windows and blinds in cabins and caravans. Collapse tents Advise guests of the route to be taken away from the bushfire threat and the assembly point in the Narrogin Town Centre. Instruct guests to evacuate leaving caravans and camping equipment at the site. Chief Warden will check the site has been fully evacuated then proceed to the assembly point Chief Warden will keep guests informed of latest information. The Chief Warden will inspect the site following DFES confirmation that the threat has passed and the area is safe, and inform guests when it is safe to return to the caravan park. 	
 <p>ADVICE A fire has started but there is no immediate threat to lives or homes. Be aware and keep up to date.</p>	 <p>WATCH AND ACT There is a possible threat to lives or homes. You need to leave or get ready to defend – do not wait and see.</p>	 <p>EMERGENCY WARNING There is a threat to lives or homes. You are in danger and need to take immediate action to survive.</p>											
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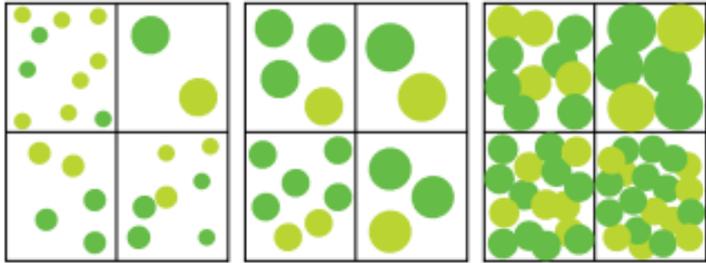
EMERGENCY EVACUATION DIAGRAM



APPENDIX 2 - APZ Guidelines

ELEMENT 2: SITING AND DESIGN OF DEVELOPMENT

SCHEDULE 1: STANDARDS FOR ASSET PROTECTION ZONES

OBJECT	REQUIREMENT
Fences within the APZ	<ul style="list-style-type: none"> Should be constructed from non-combustible materials (for example, iron, brick, limestone, metal post and wire, or bushfire-resisting timber referenced in Appendix F of AS 3959).
Fine fuel load (Combustible, dead vegetation matter <6 millimetres in thickness)	<ul style="list-style-type: none"> Should be managed and removed on a regular basis to maintain a low threat state. Should be maintained at <2 tonnes per hectare (on average). Mulches should be non-combustible such as stone, gravel or crushed mineral earth or wood mulch >6 millimetres in thickness.
Trees* (>6 metres in height)	<ul style="list-style-type: none"> Trunks at maturity should be a minimum distance of six metres from all elevations of the building. Branches at maturity should not touch or overhang a building or powerline. Lower branches and loose bark should be removed to a height of two metres above the ground and/or surface vegetation. Canopy cover within the APZ should be <15 per cent of the total APZ area. Tree canopies at maturity should be at least five metres apart to avoid forming a continuous canopy. Stands of existing mature trees with interlocking canopies may be treated as an individual canopy provided that the total canopy cover within the APZ will not exceed 15 per cent and are not connected to the tree canopy outside the APZ. <p data-bbox="564 1037 1129 1099">Figure 19: Tree canopy cover – ranging from 15 to 70 per cent at maturity</p>  <p data-bbox="655 1402 699 1424">15%</p> <p data-bbox="895 1402 938 1424">30%</p> <p data-bbox="1134 1402 1177 1424">70%</p>
Shrub* and scrub* (0.5 metres to six metres in height). Shrub and scrub >6 metres in height are to be treated as trees.	<ul style="list-style-type: none"> Should not be located under trees or within three metres of buildings. Should not be planted in clumps >5 square metres in area. Clumps should be separated from each other and any exposed window or door by at least 10 metres.
Ground covers* (<0.5 metres in height. Ground covers >0.5 metres in height are to be treated as shrubs)	<ul style="list-style-type: none"> Can be planted under trees but must be maintained to remove dead plant material, as prescribed in 'Fine fuel load' above. Can be located within two metres of a structure, but three metres from windows or doors if >100 millimetres in height.

APPENDIX 3 – References

GENERAL REFERENCES

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Western Australian Planning Commission and Department of Fire and Emergency Services (WAPC and DFES) 2017, *Guidelines for Planning in Bushfire Prone Areas Version 1.4*, Western Australia

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Office of Bushfire Risk management (OBRM), Map of Bush Fire Prone Areas, viewed August 2022, <
<https://maps.slip.wa.gov.au/landgate/bushfireprone/>>

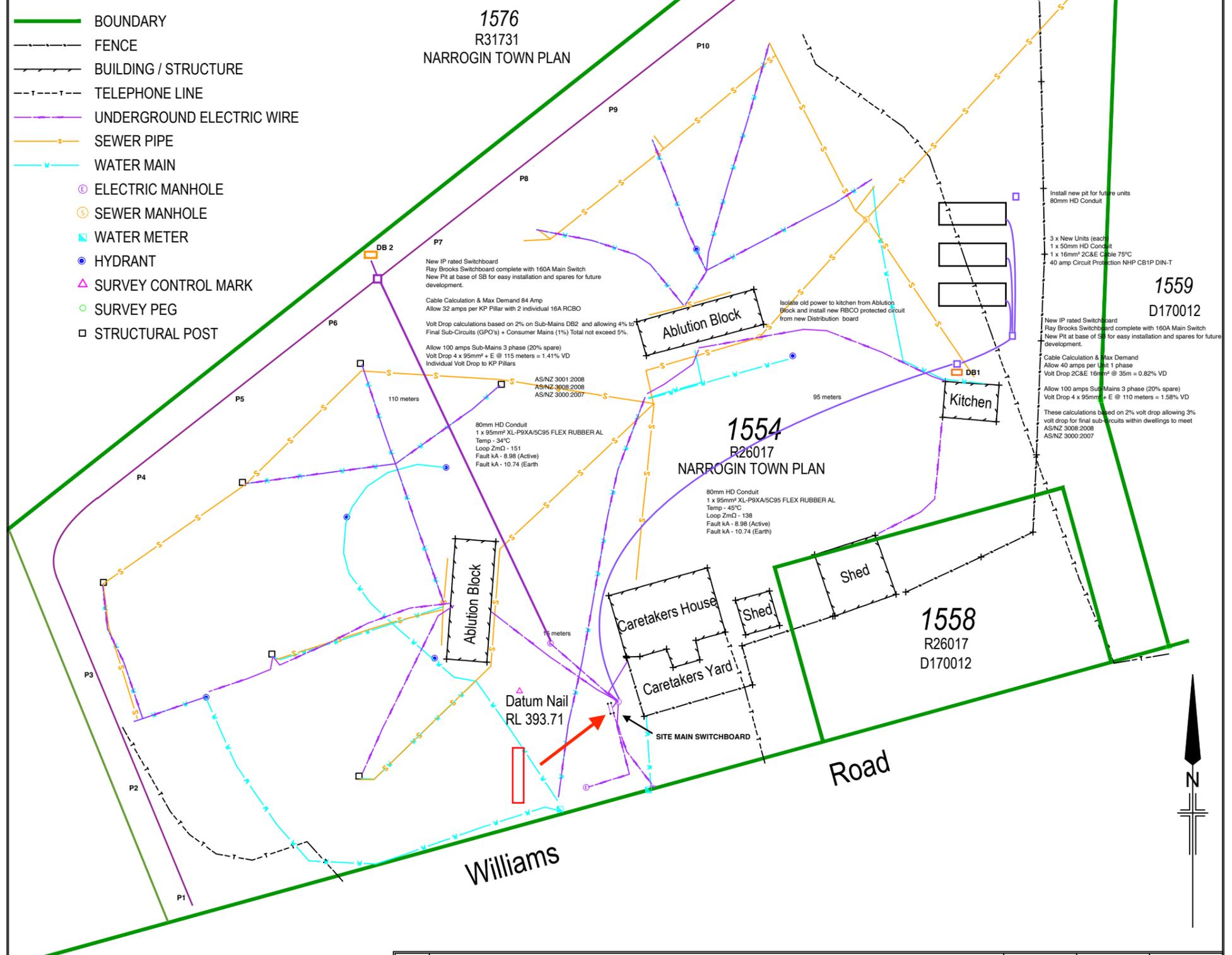
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LOCATION PLAN
NOT TO SCALE

LEGEND OF FEATURES

- BOUNDARY
- - - FENCE
- - - BUILDING / STRUCTURE
- - - TELEPHONE LINE
- UNDERGROUND ELECTRIC WIRE
- SEWER PIPE
- WATER MAIN
- ⊙ ELECTRIC MANHOLE
- ⊙ SEWER MANHOLE
- ⊙ WATER METER
- ⊙ HYDRANT
- △ SURVEY CONTROL MARK
- SURVEY PEG
- STRUCTURAL POST



Install new pit for future units
80mm HD Conduit

3 x New Units (each)
1 x 50mm HD Conduit
1 x 16mm² 2C&E Cable 75°C
40 amp Circuit Protection NHP CB1P DIN-T

New IP rated Switchboard
Ray Brooks Switchboard complete with 160A Main Switch
New Pit at base of SB for easy installation and spares for future development.

Cable Calculation & Max Demand
Allow 40 amps per Unit 1 phase
Volt Drop 2C&E 16mm² @ 35m = 0.82% VD

Allow 100 amps Sub-Mains 3 phase (20% spare)
Volt Drop 4 x 95mm² @ 110 meters = 1.58% VD

These calculations based on 2% volt drop allowing 3%
volt drop for final sub-circuits within dwellings to meet
AS/NZ 3008:2008
AS/NZ 3000:2007

0	APPROVED & ISSUED TO CLIENT	05/07/2018	J.HUMPHREYS	T.PIZZI
No.	DETAILS	DATE	DRAWN	CHECKED

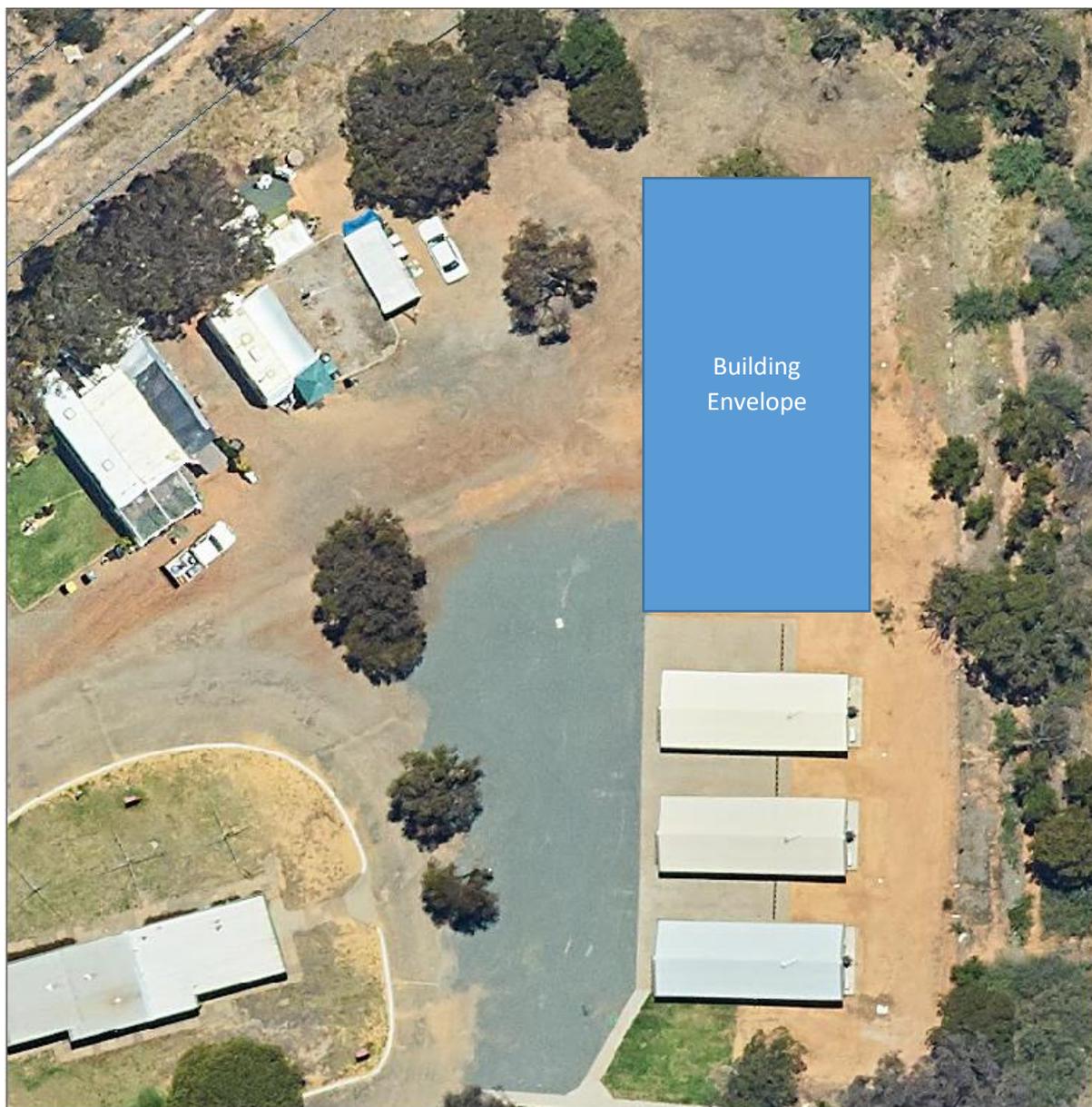
SERVICES LOCATED BY BKS ELECTRICAL

REVISIONS

<p>DRAFTING BY</p> <p>PH and KE Gow LICENSED SURVEYORS PO Box 580, Narrogin, WA,6312 MOBILE 0428 250 962 EMAIL peter-gow@bigpond.com</p>	<p>SCALE 1 : 750</p> <p style="font-size: small;">All distances in metres unless stated otherwise</p>	<p>THE BOUNDARIES WERE NOT RE-ESTABLISHED AS PART OF THIS SURVEY THEREFORE THIS PLAN DOES NOT GUARANTEE THEIR ACCURACY</p> <p>EXISTING BOUNDARY DIMENSIONS AND LOT AREAS TAKEN FROM LANDGATE RECORD</p> <p>FIELD INSPECTION IS RECOMMENDED FOR LOCATION OF SERVICES PRIOR TO ANY EXCAVATION</p> <p>ALL AREAS AND DIMENSIONS ARE SUBJECT TO SURVEY AND EXAMINATION</p>												
<p>SERVICE LOCATION SURVEY OF LOTS 1554 & 1558 ON D170012 (R26017) No 80 WILLIAMS ROAD, NARROGIN</p>		<p>DATUM HORIZONTAL - MGA50 VERTICAL - AHD</p> <p style="font-size: x-small;">COPYRIGHT OF ALL THIS PLAN IS RESERVED BY BROWN McALLISTER SURVEYORS AND REMAINS THE PROPERTY OF THE AFOREMENTIONED AND SHALL BE RETURNED UPON REQUEST. USE OF ALL OR PART OF THIS PLAN IS RESTRICTED WITHOUT PRIOR WRITTEN PERMISSION.</p>												
<p>Client</p> <p>SHIRE OF NARROGIN</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SHEET</td> <td>A3</td> </tr> <tr> <td>SURVEYED</td> <td>P.G - 14/06/2018</td> </tr> <tr> <td>FIELD NOTES</td> <td></td> </tr> <tr> <td>DRAWN</td> <td>J.HUMPHREYS - 05/07/2018</td> </tr> <tr> <td>CHECKED</td> <td></td> </tr> <tr> <td>REFERENCE</td> <td>18563-1F</td> </tr> </table>		SHEET	A3	SURVEYED	P.G - 14/06/2018	FIELD NOTES		DRAWN	J.HUMPHREYS - 05/07/2018	CHECKED		REFERENCE	18563-1F
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CHECKED														
REFERENCE	18563-1F													

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SITE PLAN



Address: 82 Williams Road Narrogin

Lot Number: 1554

Reserve Number: R26017

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SHIRE OF NARROGIN

GENERAL CONDITIONS FOR THE PROVISION OF SERVICES

APPENDIX F

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. GOVERNING LAW

The contract shall be governed by the laws of the State of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of the State.

2. DEFINITIONS

2.1 In the Contract, except where the context otherwise requires:

'**Clause**' means a clause of these General Conditions.

'**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.

'**Contract Price**' means

- (a) where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract;
- (b) where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Schedule of Rates;
- (c) where payment is to be made on a Lump Sum and a Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (a) and (b);

but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

'**Contractor**' means the person or persons, corporation or corporations, who contract to supply the Services the subject of the Contract.

'**Officer**' means any officer or person authorised by the Principal and notified to the Contractor as an authorised officer for the purpose of this Contract.

'**Principal**' means the Shire of Narrogin.

'**Services**' means the whole of the services, tasks, work and requisites to be supplied rendered provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.

'**Specification**' means any Special Conditions, Technical Specification and Schedules forming part of the Contract; and such Specification shall be read with these General Conditions as an integral part of the Contract, but in the event of any inconsistency between the Specification and these General Conditions the former shall (unless the Contract otherwise provides) prevail.

2.2 Unless the context otherwise requires, the singular in all cases includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

GENERAL CONDITIONS OF CONTRACT

3. QUALITY OF SERVICES

- 3.1 All Services rendered shall conform to the Specification and the standards specified in the Contract.
- 3.2 Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then the appropriate and current standard of the British Standards Institution or such other standard as the Principal shall consider appropriate.
- 3.3 If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.
- 3.4 The Contractor shall employ only such persons as are careful skilled and experienced in their respective professions trades and callings who hold all necessary licences 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.

4. PATENT RIGHTS

- 4.1 The Contractor shall indemnify and at all times keep the Principal indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trade mark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.
- 4.2 All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.
- 4.3 In the event of any claim being made or brought against the Principal in respect of any of the matters stated in this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise therefrom and in the event of the failure by the Contractor so to do, the Principal shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Principal.

5. SETTLEMENT OF DISPUTES

- 5.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
- 5.2 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.
- 5.3 Subject to the provisions of clause 5.2, any dispute or unresolved claim arising out of or relating to the Contract or 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).

GENERAL CONDITIONS OF CONTRACT

- 5.4 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 dispute 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.

6. TIME

- 6.1 Services under the contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.
- 6.2 The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Principal, upon the written application of the Contractor, may in its absolute discretion grant in writing.

7. SUPPLY OF SERVICES BY ORDER

- 7.1 The Contractor shall fulfil all orders for Services placed by the Principal during the term or currency of the Contract.
- 7.2 Where the Contract is for the supply of Services by reference to a list of Services and prices in a Schedule to the Specification, the Principal shall not be required to take or accept all or any of the Services listed **EXCEPT** such of the Services as may be ordered by the Principal from time to time during the period of the Contract.
- 7.3 Where the quantity or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under the Contract and the Principal shall not be required to take or accept the said nominated approximate quantity or value of Services.
- 7.4 The right is reserved for the Principal to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.
- 7.5 Nothing herein contained shall oblige the Principal to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Principal. The Principal shall be free at all times to obtain the Services or any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

8. STAMP DUTY

The Contractor shall pay all stamp duties in connection with the Contract.

GENERAL CONDITIONS OF CONTRACT

9. GOODS AND SERVICES TAX

9.1 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", "taxable supply" and "tax invoices" have the same meanings as in the GST Act.

9.2 Where the supply of the Services or any part thereof is a taxable supply under the GST Act:

- (a) The Contract Price shall be inclusive of all applicable GST at the rate in force at the time being.
- (b) The obligation of the Principal to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt by the Principal of a tax invoice in respect of the Contract Price, or the relevant instalment thereof, which complies in all respects with the GST Act.
- (d) This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary, but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the GST Act.

9.3 The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under the Contract.

10. PRICE VARIATIONS

10.1 Contract prices shall be firm unless otherwise stated in the Contract.

10.2 Where Contract prices are variable, and the Contractor wishes to claim for a variation in price during the term of the Contract, then the Contractor shall give the Principal full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Principal may require to verify any claim for variation. All applications for variation must show in statement form the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item by item basis and shall be accompanied by all relevant determinations and documents in support of the claim.

10.3 Where the Contract price is the price ruling at date of performance of the Services the Contractor shall produce to the Principal evidence to verify each claim for payment.

10.4 Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.

10.5 Reductions affecting the Contract rates shall be notified by the Contractor to the Principal immediately they occur and the Contractor shall repay to the Principal the full amount of any overpayment made by the Principal within fourteen (14) days of the reduction being authorised by the Principal.

GENERAL CONDITIONS OF CONTRACT

- 10.6 Applications for variation of variable Contract prices or rates by the Contractor shall be submitted in writing to the Principal as far in advance as practicable of the date from which the variation is sought to commence.
- (a) All variations approved by the Principal shall operate from a date determined by the Principal, which shall not be earlier than the date of the formal application for variation.
 - (b) The onus shall be upon the Contractor to prove to the satisfaction of the Principal all details of any variation claimed.
- 10.7 In all matters of price variations (up or down) the Contractor shall make available to the Principal within the time specified by the Principal such information, records, facts and figures as the Principal shall require. Failure to supply the required information, records, facts and figures shall entitle the Principal to refuse the variation.
- 10.8 Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission, such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to operate during the period of the Contract, a new variation arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be determined by either party by written notice to the other.

11. SECURITY RETENTION

- 11.1 The Client will pay 90% of the tendered price on completion of the required works and a formal handover and training has been completed. A retention of 10% of the Tendered Price will be retained for a period of 2 months for any defects or faults that may appear and require repair.
- 11.2 The Client reserves the right to apply penalties for failure to complete the required works within the specified time frame, unless agreed extensions have been signed by both parties. Penalties will be applied at the rate of \$500 + GST per week and will be removed from the 90% payment upon completion of works (not the retention payment).

12. ASSIGNING OR SUBLETTING

- 12.1 The Contractor shall not without the previous consent of the Principal in writing, assign transfer mortgage charge encumber sublet or sub contract 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.
- 12.2 Any 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 may be granted or withheld or made subject to conditions in the absolute discretion of the Principal.

13. TERMINATION OF CONTRACT

- 13.1 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

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- (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 Tender 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.

13.2 All damages and expenses incurred by the Principal under or by virtue of the provisions of sub-clause 13.1 shall be ascertained and certified to by the Officer, and shall be deducted from any money that may be then due, or may thereafter 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 may be recovered from the Contractor in any Court of competent jurisdiction.

13.3 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 may be retained by the Principal.

13.4 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.

14. FAILURE TO SUPPLY

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place the Principal may without being liable in any way to the Contractor obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source supplier or provider thereof. The existence of a state of emergency shall be determined by the Principal in its sole discretion.

15. 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.

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16. VARIATION OF CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Principal in writing.

17. 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 Contractor until such instructions have been complied with.

18. DEDUCTION OF CHARGES OR DEBTS

18.1 Without limiting the Principal's rights under the any of the foregoing clauses hereof any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal, and if such moneys are insufficient for this purpose, then from the Contractor's security under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

18.2 The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

19. PAYMENT

19.1 The Principal shall pay or cause to pay to the Contractor, upon the certificate of the Officer, all sums of money due or to become due to the Contractor under the Contract, in the amounts and at the times set forth in the Contract, and shall pay or hand over the Security (if any) deposited to the Contractor within fourteen days after the Officer has certified that the Contract has been satisfactorily completed. Failure by the Principal to pay the amount payable at the due time will not be grounds to vitiate or avoid the Contract.

19.2 Where the Contract is a schedule of prices Contract to be executed at the rates or prices given in the Contract, then the Services shall be paid for at their schedule rates and not at the total amount of the Contractor's tender.

19.3 The Contractor shall not be entitled to any interest, credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Services unless expressly provided for in the Contract.

19.4 The Principal shall not be obliged to pay accounts of the Contractor unless received by the paying officer nominated on the Order.

19.5 All periods for payment of invoices shall be calculated from the date of preparation of the invoice.

20. 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 Officer 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 Tender or at such other address as is notified in writing by the Contractor to the Principal.

GENERAL CONDITIONS OF CONTRACT

21. CONTRACTOR TO INFORM ITSELF

21.1 The Contractor shall be deemed to have:

- (a) examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), Conditions of Tendering, these General Conditions of Contract and the Special Conditions of Contract (if any) and any other information made available in writing by the Principal to the Contractor for the purpose of tendering; and
- (b) examined the site and its surroundings; and
- (c) satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

22. COMPLYING WITH STATUTORY REQUIREMENTS

- 22.1 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 any way affecting or applicable to the Services or the performance of the Contract.
- 22.2 Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational Health, Safety and Welfare Act 1984 and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.
- 22.3 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.

23. PROPERTY DAMAGE AND PUBLIC RISK

- 23.1 Subject to the next succeeding paragraph of this clause, the Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal, or the employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.
- 23.2 The Contractor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

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24. ACCIDENT OR INJURY TO EMPLOYEES

The Contractor shall indemnify and keep indemnified the Principal against liability for all loss or damage resulting from personal injury to or the death of (other than such injury or death resulting from any breach by the Principal of any of the provisions of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal), the Contractor or of any sub-contractor occurring during the currency of the Contract and arising out of or in connection with the supply or provision of the Services under the Contract or the performance of the Contract and against all claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto, whether at Common Law or under any statute.

25. INSURANCE

- 25.1 Without limiting its obligations and responsibilities the Contractor, in the joint names of itself and the Principal for their respective rights interests and liabilities, shall effect and keep in effect during the currency of the Contract insurance policies covering all matters referred to in clauses 22 and 23.
- 25.2 The insurance policies shall contain a cross-liability clause and otherwise be in terms, and effected with an insurance company, approved by the Principal which approval shall not be unreasonably withheld.
- 25.3 The Contractor shall lodge certificates of proof the required insurance policies with the Principal before the commencement of the Services provision and at such other times as the Principal may require.

26. WARRANTIES

The Contractor shall obtain warranties as specified in the Contract and shall ensure that the Principal will have the benefit of the warranties. The Contractor shall ensure that the Principal will have the benefit of any warranties specified in the Contract that are obtained by the sub-contractors of the Contractor.

27. INDUSTRIAL AWARDS

- 27.1 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.
- 27.2 Failure by the Contractor to comply with sub clause 27.1 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.

28. WORK HEALTH AND SAFETY

It is the responsibility of the Contractor to inform themselves of the all Work Health And Safety requirements as per the Australian Standards and the Shire of Narrogin organisational requirements and shall comply with requirements. The Shire of Narrogin will take no responsibility for the Contractor or any subcontractor that fails to perform full duty of care in these requirements.