

## TENDER REGISTER

<b>Tender No.</b>	<b>RFT2026-3-1</b>	<b>Tender Title</b>	<b>Borden-Bremer Bay Road – Widening and Resealing Works</b>
<b>Brief description of goods or services required:</b>	<ul style="list-style-type: none"> <li>• Site establishment including erosion and sediment control measures, traffic management plans, locating and protect existing services (Dial Before You Dig) and construction survey and set out.</li> <li>• Vegetation clearing and bulk earthworks that include cutting and filling as per the design.</li> <li>• Roadwork including the clearing of debris and extra pavement, pavement widening and preparation of the base course, sealing works as per the specifications, installation of guideposts, line marking and signages.</li> <li>• Site clean-up.</li> </ul>		
<b>Particulars of the decision to invite tenders:</b>	Approved at Ordinary Council Meeting on 30 <sup>th</sup> September 2025 – Resolution Number 0925.03 that Council “approves the proposal to call for tenders for the following major project and services allowed for in the 2025/26 Budget adopted 30 July 2025 – Borden Bremer Bay Road Improvements – Construction”.		
<b>Advertisement Details (attach copy of advertisement):</b>	<ul style="list-style-type: none"> <li>• TenderLink – 10<sup>th</sup> March 2026</li> <li>• West Australian – 11<sup>th</sup> March 2026</li> <li>• Shire Website – 9<sup>th</sup> March 2026</li> <li>• Shire’s Notice Board – 9<sup>th</sup> March 2026</li> <li>• Library &amp; CRC Gnowangerup – 9<sup>th</sup> March 2026</li> <li>• Shire’s Facebook page – 10<sup>th</sup> March 2026</li> <li>• Library &amp; CRC Ongerup – 9<sup>th</sup> March 2026</li> </ul>		
<b>Closing Date and Time:</b>	Friday, 27 <sup>th</sup> March 2026, 4:00pm (AWST)		
<b>Opening Date and Time:</b>	TenderLink – 10 <sup>th</sup> March 2026, 11:00am (AWST)		
<b>Opened in the presence of:</b>	<b>NAME:</b>	<b>SIGNATURE:</b>	
	N/A		
	N/A		
	N/A		
<b>Tenderers’ Name</b>			
Fulcher Contractors			
Fulton Hogan Industries			
MW Civil Earthmoving			

## TENDER REGISTER

Phoenix Civil Earthmoving Pty Ltd		
Raubex Construction Pty Ltd		
River Hill Contracting Pty Ltd		
<b>Tender awarded by:</b> Special Council	<b>Tender awarded on:</b> 15 <sup>th</sup> April 2026	Council Resolution – 0426.02
<b>Name of Successful Tenderer(s):</b>	Fulton Hogan Industries	
<b>Amount of Successful Tender(s):</b>	\$852,909.12 (\$775,371.93 exc GST + \$77,537.19 GST)	



## REQUEST FOR TENDER

### BORDEN-BREMER BAY ROAD – WIDENING AND RESEALING WORKS

#### TENDER NO. RFT2026-3-1

The Shire of Gnowangerup requires the services of an experienced contractor to undertake the widening and resealing of approximately 2.55kms of the Borden-Bremer Bay Road. This road is a secondary freight network route that carries heavy vehicle freight traffic. This work is necessary to address the narrow carriageway width in this section of the road. By undertaking these works, the Shire seeks to improve road safety, accessibility and the long-term durability of this secondary freight network.

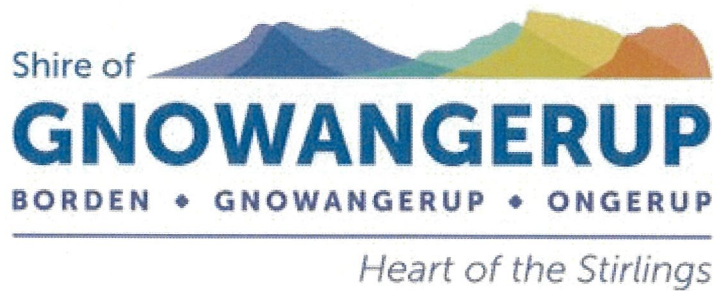
To obtain a copy of the tender documents, please access via TenderLink [Shire of Gnowangerup - Current Tenders \(tenderlink.com\)](https://tenderlink.com/shire-of-gnowangerup-current-tenders).

Tenders will **close at 4:00pm (AWST), 27<sup>th</sup> March 2026**, and must be submitted via TenderLink. No late submissions will be accepted.

Further information can be obtained by contacting Rick Miller, Executive Manager of Infrastructure and Assets, via TenderLink [Shire of Gnowangerup - Current Tenders \(tenderlink.com\)](https://tenderlink.com/shire-of-gnowangerup-current-tenders).

David Nicholson  
**CHIEF EXECUTIVE OFFICER**





### Request For Tender

Request for Tender (RFT)	Borden-Bremer Bay Road – Widening and Resealing Works
RFT Number	<b>RFT2026-3-1</b>
Deadline	4:00pm (AWST), Friday 27 March, 2026
Tender documents availability and lodgement.	<p>Tender documents are available from <a href="https://www.tenderlink.com/gnowangerup/">https://www.tenderlink.com/gnowangerup/</a></p> <p>Tender submissions must be lodged via the electronic tender box on the Tenderlink Portal at <a href="https://www.tenderlink.com/gnowangerup/">https://www.tenderlink.com/gnowangerup/</a></p> <p>Site inspection by the Tenderers in their own time.</p>

Submissions are to be received via the above electronic tender box by the closing time and date.

Late submissions will not be accepted.

Quotations submitted directly to the shire by mail; facsimile or electronic mail will not be accepted.



**Distribution and Revision History**

Revision No.	Date	DC No	Description	Prepared By	
				Intl	Sign
1					
2					
3					
4					
5					

Distribution			Hard Copy	PDF Copy
Version	Name	Organisation		



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# 1. Conditions of Tendering

## 1.1 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, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Contractor Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purposes of the Contract.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
Financial Year (FY):	A period of twelve months from 1 <sup>st</sup> July to 30 <sup>th</sup> June for which the Principal plans its management of money.
General Conditions of Contract:	Means the General Conditions of Contract for the Supply of Goods and Installation and Commissioning Works provided in <a href="#">Part 3</a> .
Goods, Services or Works:	Means the Goods, Services or Works, which the Contractor is required to provide to the Principal under the Contract.
Offer:	Your offer to supply the Requirements.
Practical Completion:	Is that stage in the execution of the Works Under Contract when –  (a) In the opinion of the Principal, the Works are complete except for minor omissions and minor defects – i) Which do not prevent the Works from being reasonable capable of being used for their intended purpose; and ii) Which the Principal determines the Contractor has reasonable grounds for not promptly rectifying; and iii) Rectification of which will not prejudice the convenient use of the Works; and  (b) The Contractor has completed to the satisfaction of the Principal, all of those tests which are required by the Contract to be carried out and passes before the Works reach Practical Completion; and  (c) The Contractor has provided the Principal with all documents and other information required under the Contract that are essential for the use, operation and maintenance of the Works has been supplied.
Principal:	Shire of Gnowangerup

Principal's Representative:	Means any Officer or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract.
Request OR RFT OR Request for Tender:	This document.
Requirement:	The Provision of Works requested by the Principal.
SAMI:	Strain Alleviating Membrane Interlayer.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

## 1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- [Part 1](#) – Conditions of Tendering (*read and keep this part*).
- [Part 2](#) – Specifications (*read and keep this part*).
- [Part 3](#) – Special Conditions of Contract (*read and keep this part*).
- [Part 4](#) – General Conditions of Contract (read and keep this part)
- [Part 5](#) - Tenderer's Offer (complete and return this part).
- [Part 6](#) – Appendices (read and keep this part)

### Separate Documents

- a) Agenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

## 1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer ([Part 5](#)) in all respects and include any Attachments;
- d) Ensure you have signed the Offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

## 1.4 Contact Persons

Should Tenderers have any questions with respect to accessing Tender documents or submitting a Tender response please contact Anita Finn, Senior Governance and Risk Management Officer via email [procurement@gnowangerup.wa.gov.au](mailto:procurement@gnowangerup.wa.gov.au)

All requests for technical and/or specification clarifications regarding this Request are to be in writing and must be submitted via the Shire of Gnowangerup's Tenderlink online forum under this Tender notice. The Principal will review each request for clarification and will respond by posting an answer on the online forum, or alternatively by issuing an Addendum.

Requests for clarification regarding this Tender Request must be posted on the Tenderlink online forum prior to 2:00pm (AWST), Tuesday 24 March 2026. No clarification requests will be accepted after this date.

Tenderers should not rely on any information provided by any person other than the persons listed above.

## 1.5 Lodgement of Tenders

The Response must be lodged by the Deadline. The closing time for this Request is **4:00pm (AWST) Friday, 27<sup>th</sup> March 2026**.

The time nominated in the Deadline of this Request is determined on the Western Australian (WA) time zone, Australia, in accordance with Standard Time Act 2005 (WA), and any Act of the Parliament of Western Australia amending the application of Standard Time.

The response is to be:

- a) Lodged in full via the Tenderlink Portal – LATE or PARTIAL RESPONSES WILL NOT BE ACCEPTED;
- b) Have all pages numbered consecutively, and the response must include an index;
- c) Have NO embedded documents within the response;
- d) Include the completed Offer Form and Price Schedule

The Principal's preferred format for the submission is a single PDF file readable by Adobe Acrobat (PDF) or Microsoft Office 2010 applications.

All electronic submission files should be clearly named with the Principal's Tender Number and the Tenderer's Name.

Tenderers are responsible for ensuring that they have completed the lodgement of their tender document(s) correctly. Tenderers will receive a successful lodgement email notification from Tenderlink to confirm the tender submission has been successfully submitted to the Principal's electronic Tender box.

Tenderers must ensure that they have allocated a sufficient amount of time in order to upload their Tender to Tenderlink and resolve any potential technical issues prior to the Request deadline. Refer to [Part 6](#) for approximate upload times.

Tenders that are not finished uploading to Tenderlink prior to the Tender deadline, will not be accepted for evaluation.

The Principal is not able to provide Tenderlink technical support and takes no responsibility for difficulties or technical issues experienced by the Tenderer whilst uploading their Tender. If the Tenderer requires assistance with using the Tenderlink website, they are to use the online help tools available on the Tenderlink Dashboard, or alternatively contact the Tenderlink Help Desk on 1800 233 533 or via email to [support@tenderlink.com](mailto:support@tenderlink.com).

## 1.6 Delivery Method

Tenders must be submitted via the Shire of Gnowangerup Tenderlink Portal <https://www.tenderlink.com/gnowangerup/> by the specified tender closing time and date.

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

- a) The Tenderer does not submit a Tender form which has been completed and signed together with all required schedules and supporting documentation; or
- b) The Tenderer fails to comply with any other requirements of the Tender Document.

## 1.7 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 be rejected if it fails to comply with any other requirements of the Request.
- d) The Respondent does not submit an Offer Form which has been completed and signed together with all the required Attachments.

## 1.8 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this request; will not be accepted for evaluation.

## 1.9 Acceptance of Quotes

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.

## 1.10 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or will be advised that no Tender was accepted.

## 1.11 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 Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

## 1.12 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

## 1.13 Alternative Tenders

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "**Alternative Tender**".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

## 1.14 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) Examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- 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 enquires;
- c) Satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will 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 and that negotiations are to be carried out in good faith; and
- e) Satisfied themselves they have a full set of the Request documents and all relevant attachments.

## 1.15 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.

## 1.16 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

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

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

## 1.17 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 (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, 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 Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

## 1.18 Selection Criteria

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered 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.

## 1.19 Compliance Criteria

These criteria are detailed within [Part 5](#) 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.

## 1.20 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within [Part 5](#) 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 works.

It is essential that Tenderers 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 tender evaluation process or a low score.

## 1.21 Value Considerations

The Weighted Cost Criteria method is used where price is considered to be crucial to the outcome of this tender process. The Tendered price is given the following weighting and will be assessed in conjunction with the Compliance Criteria, Qualitative Criteria detailed in [Part 5](#). – Tenderer’s Offer of this Request for Tender.

Criteria	Weighting
Tendered price	40%

## 1.22 Regional Price Preference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations. Businesses who claim the regional price preference should indicate on their tender submission that they wish to claim the regional price preference. Suitable proof of eligibility should be provided.

## 1.23 Price Considerations

The submitted price will be considered along with related factors affecting the total cost to the Principal. The Principal reserves the right to further negotiate a submitted price should it be deemed necessary. The price of the works offered under this Request shall be fixed for the term of the Contract.

Unless otherwise indicated all submitted prices shall include all costs associated with the manufacture, provision of works to meet all the requirements stated in this document and submitted submission documents, and all applicable administration. Submitted prices must include and exclude Goods and Services Tax (GST).

Any charge not stated in the submission, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

## 1.24 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will 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 be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

## 1.25 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (*as the case may be*) 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.

## 1.26 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 5](#) and whose execution appears on the Offer Form in [Part 5](#) of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

## 1.27 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any cost, losses or expenses incurred by the Tenderer in preparing their offer, including any cost involved pertaining to the Tenderer lodging a Tender response through the Tenderlink process.

## 1.28 Tender Opening

Tenders will be downloaded from the Tenderlink portal with two of the Principal's representatives present, following the advertised Deadline. All submissions received will be recorded in the Tender Register. The Tender Register will be available for public inspection in accordance with Regulation 17 of the *Local Government (Functions and General) Regulations 1996*.

## 1.29 In House Tenders

The Principal does not intend to submit an In-House Tender.

## 1.30 Intellectual Property Rights

The Principal warrants that, unless otherwise provided in the Contract, design, materials, documents and methods of working, each specified in the Contract or provided or directed by the Principal or the Principal's Representative shall not infringe any intellectual property right.

The Contractor warrants that any other design, materials, documents and methods of working, each provided by the Contractor, shall not infringe any intellectual property right.

Each party shall indemnify the other against such respective infringements.

## 1.31 Confidential Information

The parties shall ensure that supplied information is kept confidential such as documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

## 2. Specification

### 2.1 Contract Requirements in Brief

The Principal is seeking a qualified Contractor for the Widening and Resealing of Borden-Bremer Bay Road. The works start at 15.63SLK (Chainage 00) and extend to 18.18SLK (Chainage 2550). In general, the contractor will cleanly cut the existing pavement at 2.9m wide each side of the centreline, and box out 200mm depth pavement widening. The widening will be 1.6m each side to take the total finished pavement width to 9.0m. The widening will be prime sealed, and then a full width reseal of 8.0m will be applied.

The works shall be carried out in strict conformity with the drawings, specifications and to the approval of Principal's representative.

### 2.2 Scope of Work

The Contractor shall provide all plant, labour, material and expertise necessary to complete the required works in Borden-Bremer Bay Road in accordance with the designs, drawings, specifications and the standard guidelines. The details of the scope of the works include but are not limited to:

#### **Site Preparation Works**

- Submission of the implementation timetable for the construction works.
- Submission of traffic management plan prior to the commencement of works for concurrence by the Principal
- Locate and protect all the underground services (Dial before you Dig)
- Carry out surveys and set out for construction works

#### **Vegetation clearing and Earthworks**

- Clearing of the vegetation as per the principal's instruction and removing it from site
- Carry out earthworks as per the designs, drawings and specifications and adhering to the standards and guidelines
- All the spoil material should be disposed of from the site.

#### **Roadworks**

- Removal of damaged pavement, seal and debris from the site wherever necessary
- Cutting the existing pavement at 2.9m wide each side of the centreline
- Box out the existing shoulder to a depth of 200 mm and widening the shoulder 1.6m each side of the road to take the total finished pavement of 9 meters
- For the widening works, the gravel should be catered from the principal's approved pit and compacted in multiple layers to a minimum of 98% MMDD.
- The extensions of the culverts need to be done with reference to the drawings provided. All the culverts, headwalls and wingwalls required for the works should be supplied by the contractor themselves.
- The widening will be prime sealed and a full width seal of 8.0m will be applied as specified in the technical specifications.
- Install guideposts, line marking and signage to Main Roads WA Specifications. The guideposts required are supplied by the Principal.
- Clean up site and demobilize after the work is completed.

**Further details are available in [clause 2.3](#) – Work Requirements of this document.**

## 2.2.1 Site Locations ([Click here for Map](#))

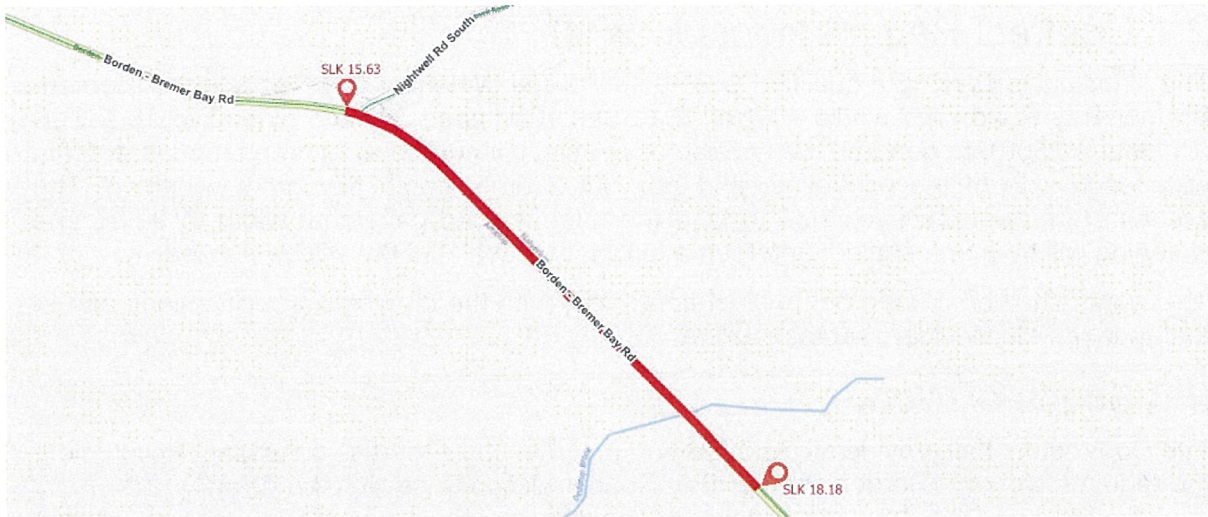


Figure 1: Location Map of work area

Gravel Pit Location: [\[-34.29904,118.53579\]](#)

Water Tank Location: [\[-34.34413,118.39921\]](#)

The location of gravel pit and water locations may vary based on the circumstances but will be within a radius of 20-25 Kms.

## 2.2.2 Standard of Work

The Contractor shall execute the Works, and provide materials and workmanship as per the designs, drawings and specifications as reasonably required by the Principal.

## 2.2.3 Workplace Safety

All the work shall be carried out with due regard for the safety of employees and the general public and in compliance with all relevant acts and regulations.

The Contractor shall comply with the Work Health and Safety Act 2020 and its regulations and any amendments that may be made.

The Contractor shall conduct site inductions for all employees and subcontractor's employees to make them aware of all potential hazards and take measures to minimize accidents.

The Contractor shall refer to WorkSafe WA for codes of practice relating to specific matters such as, but not limited to, First Aid, Workplace Amenities and Excavations.

## 2.2.4 Plant and Equipment

The Contractor shall supply all plant and equipment necessary to carry out the works and shall not remove from the site any plant or equipment, which will hinder or delay the progress of the work, without the written approval of the Principal's Representative.

Plant shall be of adequate capacity and rating to carry out work specified. The Contractor shall remove from the site any plant or equipment considered by the Principal's Representative to be unsuitable for carrying out the work in accordance with the specifications.

The Contractor will supply a list of plant that state size, capacity, volumes and license/registration details etc.

No unregistered plant items are to be used on the carriageway.

If the Contractor is using plant or equipment that is causing significant delays, or that is inappropriate for the works required, the Principal's Representative may direct the Contractor to remove such plant or equipment, at the Contractor's expense.

### 2.2.5 Contractor's Programme

The Contractor shall submit to the Principal's Representative, within one week from acceptance of tender, a simple construction programme detailing. However, the Contractor should submit a detailed project timeline/schedule as a part of the contract submission. This timeline must include start and completion dates for each main activity or task such as clearing earthworks, pavement works, drainage works, sealing works, installation of guide posts, signages and the final handover.

### 2.2.6 Water Supply

The Principal will supply suitable water for construction purposes located within the Gnowangerup shire.

The Contractor will be responsible for the loading water from the Principal's designated tanks including the supply of pumps and associated equipment.

### 2.2.7 Traffic Control

A traffic management plan needs to be submitted by the contractor before the commencement of works. The traffic management measures required for the Works may include lane closures, traffic diversions, signage, other temporary measures and public communication. The Contractor must supply all traffic control devices, including signs, lights, cones, and barricades, and erect and maintain all such devices in good condition for the duration of the works. The Contractor must provide MRWA accredited Traffic Controllers as required to ensure the safety of motorists, road users and workers.

All work and traffic control measures must be performed in accordance with the following Code of Practice and Australia Standards:

- MRWA Traffic Management for Roadworks, Code of Practice 2022
- Austroads Guide to Traffic Management
- AS 1742.1 – 2021 Manual of Uniform Traffic Control Devices Part 1 – General Introduction and Index of Signs
- AS 1742.3 – 2019 Manual of Uniform Traffic Control Devices Part 3 – Traffic Control for Works on Roads

Any road closures shall be in accordance with the Local Government Act sections 3.50, 3.50A, 3.51 and 3.52 and the Contractor shall apply to the Principal for approval to close the road at least 21 days before the closure is required.

The Contractor is responsible for preparation, implementation, and auditing of a Traffic Management Plan for each respective stage of the Works.

The Traffic Management Plan(s) must be prepared by an accredited person and submitted to the appropriate road controlling authority and Principal's Representative five days prior to the proposed commencement of works.

The Principal's Representative and road controlling authority may review, amend, direct, or take whatever steps considered necessary to properly provide for the safety of road users and others.

The Contractor shall indemnify the Principal against all claims, demands, proceedings, costs and expenses incurred in consequence of any action arising out of any third-party claim in respect to traffic control.

### 2.2.8 Working Days and Hours

Normal working days are Monday to Saturday and do not include, Sundays, and Public Holidays.

Normal working hours are between 6.00 a.m. and 6.00 p.m., but for the purpose of variations and extensions of time to the Contract, shall consist of 8 hours per working day.

Where the Contractor considers it essential to work outside normal working hours or normal working days, it must request in writing prior approval from the Principal or Principal's Representative and this approval, if granted, shall not be construed as a variation.

### 2.2.9 Haulage Routes

Haulage routes shall be managed and maintained to minimise the impact on the appropriate road controlling authority.

Haulage routes may be inspected by the Principal's Representative to record the current standard of the road prior to commencement of hauling.

The road controlling authority may direct suspension of cartage on haulage routes for a period when wet weather or other adverse conditions affecting the road surface or drainage that could compromise the road integrity and public safety.

If work cannot proceed on other activities, the time for suspension of the Contract shall be extended by the cumulative total of all periods of cessation of work directed by the Principal's Representative which are within the specified working hours.

### 2.2.10 Environmental Management

The Contractor is responsible for controlling and minimising the generation of dust on the site.

The Contractor shall comply with the provisions included in "*A guideline for managing the impacts of dust and associated contaminants from land development sites, contaminated sites remediation and other related activities*" (Department of Environment & Conservation, March 2011).

### 2.2.11 Working Methods

The Contractor shall adopt orderly working methods that minimise:

- a) waste of materials
- b) dust generation; and
- c) disruption beyond reasonable delay to traffic flow.

### 2.2.12 Cessation of Work/Stand down of Resources

The Principal's Representative may direct the Contractor to cease operations and stand-down all resources for events including but not limited to total fire bans movement of vehicle bans as imposed by Department of Fire and Emergency Services, or directions by government authorities. Extensions of time will be granted for such stand-downs.

If applicable and where directed by the Principal's Representative during the period of cessation of work, the Contractor shall continue to operate the dust suppression measures specified and endeavour to suppress dust as much as possible.

During the period of cessation of work the Contractor shall keep all machinery and supplies on site and maintain its capability to restart work at the first opportunity.

The time for completion of the Contract shall be extended by the cumulative total of all periods of cessation of work directed by the Principal's Representative which are within the specified working hours.

### 2.2.13 Adjacent Residences

The Contractor shall ensure particular attention is given to plant, equipment and manpower operations to avoid causing a nuisance to adjacent residences property owners due to the works. The Contractor shall be solely responsible for any damage caused to private land, particularly damage caused by plant or equipment.

### 2.2.14 Quality of Works

The principles used to define the limits of any lot for the contract are defined in Main Roads Specification 201: Quality Systems. A lot is defined as follows:

- a) The maximum size of a lot is limited to the quantity of work that is subject of a single conformance decision.
- b) The whole of the works included in the lot shall be continuous.
- c) The lot has been produced using the same work process.
- d) The lot has been brought to completion at the same time; and
- e) The lot shall appear to be of a constant quality without obvious changes in attribute values, whether or not these attributes form part of the acceptance criteria.

### 2.2.15 Utilities

The Contractor must ascertain and verify on site by whatever means the exact location of the utilities from the respective utility provider, department or government authority, prior to commencing works in the area.

The Contractor must make the appropriate allowances in the Contractor's Works Program for all necessary liaison, relocation (if required) and programming with service authorities as required for the provision of installation by service authorities during the Works. The Contractor must reinstate and make good and backfill service trenches to the relevant restoration and reinstatement specification for local government in Western Australia.

No utility, private or public, may be moved to accommodate the Contractor's equipment or its method of operation when the utility does not interfere with the Works, unless such removal is at the expense of the Contractor, and in each case subject to the approval of the utility authority concerned.

The Contractor must take all precautions necessary to prevent damage to existing fencing, drainage structures, telephone and power lines, water mains and services and other facilities and features during the Contract period.

The Principal's Representative may arrange for the repair of damage not made good by the Contractor and the cost of such repair will be deducted from payments due to the Contractor.

### 2.2.16 Undesirable Material

If undesirable materials such as chemical contaminants, high organic materials, clayey gravel, Rocks or boulders etc. are encountered, the Principal shall be informed immediately so that it can be dealt with accordingly.

### 2.2.17 Additional Information/Instruction

The Contractor shall give immediate notice of any instruction or clarification required from the Principal if such instruction or clarification is needed to avoid delaying the works.

### 2.2.18 Site meetings

No work shall commence until pre-start requirements have been met and a start-up meeting has been held between the Contractor and the Principal's representative.

## 2.3 Work Requirements

### 2.3.1 Clearing

#### **General**

Clearing will involve the pruning, removal and disposal of all vegetation including, but not limited to, all trees standing or fallen, brush, shrubs, scrub, grasses, other vegetation material, rubbish, debris, table drain sludge and associated material and boulders from within the areas designated as the maintenance zone area.

All clearing or pruning of vegetation within this zone is to be carefully considered to both protect vegetation and construction plant in its execution of that activity.

Clearing lines including all of the above must be set out by the Contractor and approved by the Principal prior to the commencement of any clearing. Special attention shall be paid to any mature trees including damage caused by construction activities. No clearing shall take place or areas disturbed for construction of temporary works, access tracks, spoil areas or site office locations.

Prior to the commencement of the clearing operation, the Contractor shall seek confirmation from the Principal that the clearing areas have been correctly defined, and any trees tagged for removal are clearly marked

All waste material is to be removed from the project site to the Contractor's nominated disposal site and the Contractor is responsible for all costs associated.

#### **Spoiling of Vegetation and Waste Material**

All vegetation and waste material shall be disposed of by the Contractor at the Contractor's disposal site or other approved waste disposal site.

On completion of the clearing, all vegetation, spoil and waste material must be removed from the Site. No vegetation, spoil or waste material shall be pushed beyond the limits of the site.

Burning is **NOT** to be used as a method of vegetation disposal on the Work Site.

#### **Damaged Areas**

The Contractor shall take precautions to prevent any damage to vegetation, trees, shrubs, grassed areas, fences and other improvements outside the areas nominated to be cleared. In the event of any damage to vegetated areas outside the clearing areas, the Contractor shall make good at its own cost, as directed by the Principal.

### 2.3.2 Earthworks

#### **General**

Earthworks include all excavation, trenching, filling, compaction and trimming as necessary to complete the topsoil removal and replacement, embankments, subgrade, table drains, drainage channels and batters to the shapes and levels specified.

**Extent of Work**

The extent of work is as per the designs, drawings and the scope of works provided.

The Contractor is responsible for the assessment of the material nominated for the works and to select plant which will achieve the specified results. The Contractor shall also assess the quantities of earthworks to be carried out, including any effect on the levels of the in-situ material due to the operations selected by the Contractor.

**Principal Supplied Materials**

The Principal has made available materials to be incorporated within the works:

- Gravel, both sub-base and basecourse is within private pasture land on Borden-Bremer Bay Road approx.
- Culverts, headwalls and wingwalls need to be supplied by the Contractor themselves as per the drawings, specifications and as described in the scope of works.

**Excavations****1. Table Drain excavations and construction**

Existing table drains are to be re-graded

This Contract is a lump sum and the amount tendered shall include the cost of reshaping the table drains and shoulders.

**2. Rock General**

This Contract is a lump sum and the amount tendered shall include the cost of excavation of all rock encountered.

**3. Rock in Table drain**

Rock is defined as that material which cannot be excavated by a hydraulic excavator fitted with a rock bucket at a rate of more than 15m<sup>3</sup>/hr with a 20tonne hydraulic excavator, i.e. Hitachi EX320 or similar.

**4. Pavement Failures**

Where nominated as Pavement Failure Repair, the Contractor shall boxout and make the necessary maintenance as required.

The Contractor shall inspect for any unsuitable materials remaining, test the base using the "Pick Handle" method for soundness before completing the backfill process, compacting the materials to the surrounding existing equivalent surface.

**2.3.3 Drainage****General**

The Contractor shall supply, install and construct stormwater drainage infrastructure as mentioned in the scope of works.

**Australian Standards**

All workmanship and materials used in the Contract Works shall conform to the current Australian Standards where such Standards exist. Where such Standards do not exist, the current Authority's Standards shall apply.

**Materials**

All box culverts and concrete elements should be manufactures and installed in accordance with the Australian Standards.

**Setting Out**

In all instances culverts/headwalls are to be installed/constructed in the locations where necessary.

**Drain Construction (Reinforced Concrete Pipes)**

All pipes shall be set in a straight line between headwalls. On inspection by the Principal, any pipe not placed in a straight line shall be replaced at the cost of the Contractor.

Culverts shall be bedded on clean sand bedding. The culverts constructed in wet ground conditions shall be bedded on crushed rock bedding, all in accordance with Industry best practice.

**Headwalls for Reinforced Concrete culverts**

Headwalls shall be bedded on sand compacted in accordance with the Earthworks section of this specification.

Headwalls shall be constructed of precast concrete unless noted otherwise stated. If the headwalls need to be constructed on site, approval from the Principal is a must. If mortared stone, stabilised sand/sandbagged headwalls are specifically nominated in any locations they shall be constructed of quality materials.

**Stone Pitching**

Stones shall generally weigh more than 10 kg each and the greatest dimension of any stone shall not exceed 1.5 times its least dimension.

Stones shall be hard, sound and durable, shall be set in a tight-fitting pattern and where practical laid on geofabric.

**Backfilling of Pipe Trenches**

Cement stabilized backfill shall be used for backfilling to all culvert installation at the recommended MRWA specified 60 to 100 kg of GP Portland cement to one cubic metre of granular materials at approx 1% over its OMC.

Place the back-filling in maximum 300mm layers and compact to a density at least equal to the density of the adjacent undisturbed soil or to not less than a dry density ratio of 92%.

**Cleaning Up**

Any damage done by the Contractor or his employees to buildings, fences, services, etc. shall be immediately made good to the approval of the Principal.

During the period of the Contract, the Contractor shall clean up the construction site and remove all surplus construction material and debris. The Site shall be clean and tidy.

## 2.3.4 Roadworks

**General**

The work to be completed under this specification consists of the installation/processing of materials and construction of pavement layers.

**Australian Standard**

All workmanship and materials used in the Works shall conform to the current Australian Standard where such Standard exists. Where such Standard does not exist the current Local Authority's Standard and MRWA specification apply.

**Material**

Natural gravel overlay material shall consist of a clean, durable aggregate in a soil matrix. The gravel shall be free from roots, humus, organic material.

A) Shoulder Rehabilitation

The existing shoulder will be box cut to a depth of 200mm to provide a uniform profile and ensure a stable base for the new gravel fill. During this process, all loose material, vegetation, and soft spots will be removed. The excavated shoulder will then be filled with compactable gravel, placed in layers, and each layer will be thoroughly compacted to achieve at least 98% of MMDD in accordance with AS 1289. A single coat primer seal is applied to the widened shoulders as specified in the scope of works.

#### B) Existing Pavement

The existing pavement as per the scope of works remains untouched, preserving its current structural condition. Any minor soft spots or degraded areas near the shoulder interface will be cut out and replaced with suitable gravel prior to sealing. No excavation or reconstruction of the existing sub-base is planned, assuming the structural capacity is adequate for the expected traffic loadings. Special care will be taken at the interface between the existing pavement and the new shoulder to ensure a smooth, level transition.

#### C) Finish Surface

A bitumen seal will be applied over the entire carriageway as stated in the scope of works. The sealing will consist of a sprayed binder followed by the application of coarse aggregate and subsequent rolling to fully embed the aggregate.

**The design of the seal will be provided by the Contractor and must be approved by the Principal.**

#### D) Tolerances

The shape of the finished level shall be judged to be acceptable when the maximum deviation from a three (3) metre straight edge placed in any position on the surface does not exceed 10mm.

### Gravel Overlay

#### A) General

Each layer including the tapered shoulders shall be constructed to the dimensions within the Tender Documents and the requirements of this specification and to the specified tolerances.

#### B) Construction

The finished level shall be carried out with graders, compacted with static and vibrating rollers and finished with steel wheel and rubber tyre rollers to achieve the required standard of finish.

During final shaping and compacting, the shape shall be checked frequently and corrected as necessary by grading under the direction of an experienced foreman.

#### C) Compaction

The Contractor shall ensure that compaction is carried out with uniform moisture content, compacted to achieve at least 98% of MMDD in accordance with AS 1289, and a uniform compaction effort applied longitudinally and transversely to the alignment.

#### D) Finish Surface

The finished level shall be in a uniformly bound condition with no evidence of layering or disintegration. The finished surface shall be of dense, even texture, tightly bound and suitable to receive bituminous surfacing.

The base shall be watered, compacted, and cut to grade and cross-fall.

Completed base course construction shall be maintained to the specified standards of surface shape, level, compaction and finish up to the time of application of the bituminous surfacing.

Watering shall be continued as necessary to prevent shrinkage, cracking, dusting, or loosening of the surface.

### Bitumen Seal

The Contractor shall provide a durable road surface that:

- bonds to the underlying surface (whether base course, concrete or another bituminous surfacing treatment);
- provides a safe wearing surface for traffic; and
- waterproofs the pavement.

All bituminous sealing work shall be carried out in accordance with the applicable Main Roads Western Australia (MRWA) standard specifications.

The Contractor shall be responsible for the supply, delivery and stockpiling of all aggregates

## 2.3.5 Traffic Facilities

### Signage

The Contractor shall at a minimum remove for safe keeping and then reinstall all existing signs.

Reinstallation of existing signage shall be undertaken in conformance with Main Roads WA *Specification 601 - Signs* (available via the MRWA website).

### Guide-Posts and Culvert Markers

The Contractor shall remove all existing guideposts and install new flexible guideposts. The guidepost will be supplied by the Principal.

## 2.3.6 Relevant Standards

Title	PDF	Issue Date
201 – Quality Systems	<a href="#">Specification 201 Quality Management</a>	30 May 2023
202 - Traffic	<a href="#">Specification 202 Traffic Management</a>	7 June 2023
203 – Occupational Safety & Health	<a href="#">Specification 203 Health &amp; Safety Management</a>	19 June 2023
204 - Environment	<a href="#">Specification 204 Environmental Management</a>	6 August 2020
503 – Bituminous Surfacing	<a href="#">Specification 503 Bituminous Surfacing</a>	22 May 2017
511 – Materials for Bituminous Treatments	<a href="#">Specification 511 Materials for Bituminous Treatments</a>	25 March 2023

## 3. General Conditions of Contract

This Contract shall be deemed to have incorporated WALGA Model Minor Works Contract Conditions

If at any time during the progress of the Purchase, any dispute or difference arises as to the true intent or interpretation of the Contract, such matter shall be referred in writing to the CEO within seven (7) days of such dispute arising. The CEO shall then advise the Contractor on the interpretation of the Purchase Order, and the Contractor shall accept such interpretation without further reference or appeal.

### 3.1 Insurances

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

- a) Products Liability;
- b) Public Liability; and
- c) Workers Compensation

### 3.2 Record Keeping

The Principal is subject to the provisions of the State Records Act 2000 (WA) ("SRA"). To the extent that the Contractor has possession, custody or control of any records created in the performance of functions undertaken for or on behalf of the Principal by or under this Contract, the following provisions will apply to such Records:

- a) The term "records" has the same meaning as in the SRA.
- b) The Contractor will comply with the SRA and its Principles and Standards, and any principles or standards developed by the Principal in accordance with the SRA in relation to such Records.
- c) All such Records will remain the property of the Principal.
- d) The disposal of any such Records will be in accordance with the Principal's recordkeeping plan ("RKP").
- e) The Contractor will give the Principal unlimited access, on reasonable notice, to all such Records.
- f) On expiry or earlier termination of this Contract, the Contractor will (at the Principal's option) either return all such Records to the Principal in accordance with Principal's directions or destroy them in accordance with Principal's RKP and the General Disposal Authority for Local Governments WA. In either case, the return or destruction of such Records will be at Principal's expense.

### 3.3 Invoices and Payments

Unless otherwise requested by the Principal, Invoices must include the following information and attachments for payment:

- Purchase Order Number
- Contract Number
- Name of the Principal's Representative/Project Manager
- Site or premises details.

- Works conducted, including relevant NATA test results in pdf format, confirming compliance.
- Site details of Work completed with Scheduled Rates Claim;
- A report detailing any defects to be remedied and actions required to rectify.

Invoices must be submitted by either post to:

Chief Executive Officer  
Shire of Gnowangerup  
28 Yougenup St  
GNOWANGERUP WA 6335

OR via email to [accountspayable@gnowangerup.wa.gov.au](mailto:accountspayable@gnowangerup.wa.gov.au). Do not send by both post and electronic mail.

Unless otherwise stated in the Contract, and subject to the General Conditions of Contract, the Contractor shall be entitled to receive payment within 30 days of receipt of a Tax Invoice, with any authorised deductions for the value of work done under the Contract as determined by the Principal.

There will be nil (0%) interest paid for late payments.

### 3.4 Waiver

No forbearance, delay or indulgence by the Principal in enforcing the conditions of the Contract shall prejudice, restrict or limit the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

### 3.5 Formal Instrument of Agreement

A Formal Instrument of Agreement may be prepared by the Principal for execution by the Contractor in accordance with the General Conditions of Contract.

### 3.6 Media

The Contractor shall not disclose any information concerning the Contract for distribution through any communications media without the Principal's prior written approval (which shall not be unreasonably withheld). The Contractor shall refer to the Principal any enquiries from any media concerning the Contract.

## 4. Special Conditions of Contract

### 4.1 Contractor Evaluation

The Contractor's performance shall be reviewed at any time as directed by the Principal and evaluated by a Performance Evaluation Panel consisting of one (1) representative of the Contractor and not more than two (2) representatives of the Principal.

### 4.2 Performance Management Process

Communication between the Principal and the Contractor needs to be managed effectively to ensure that workers are advised of poor performance and to advise on the outcomes of work being completed or materials delivered.

The following performance management and review process will enable this to occur whilst also ensuring that the performance and review of the Contract is linked to that of the specification and work orders, including the provisions for default and Contract termination.

- Ongoing performance management and liaison between the Principal or nominated representative and the Contractor.
- Performance reporting and contract performance review.

Ongoing performance management and review will allow:

- The Principal to notify the Contractor of any sub-standard materials/works or damages and to monitor compliance.
- Contract workers to advise the Principal of identified faults and damage.
- Principal and Contractor to identify and address sub-standard work/materials without disruption to the operation of the works.'

The Principal reserves the right to independently audit any works during the contract period.

### 4.3 Additional Time due to Unforeseen Delays

Should significant additional time be required on site to conform to unforeseen delays beyond the Principal's control, such as and not limited to, adverse weather conditions, transport difficulties, airport/plane delays/rescheduling the Principal will not be accountable for any additional cost incurred by the successful Contractor, unless prior approval is given by the Chief Executive Officer or his delegated officer.

### 4.4 Site Access

The Contractor shall liaise with the Principal's Representative to gain access to the Site area for the inspection, installation and commissioning works with two (2) days advance notice.

### 4.5 Damage/Protection

The Contractor must take care during progress of the work to avoid damage to any existing equipment and pipework/services within the limits of the work. Any damage caused by the activities of the Contractor shall be made good by the Contractor. If made good by the Principal, the cost of the repair shall be recovered from the Contractor.

### 4.6 Non-Conformance

Any work or materials deemed to be non-conforming/non-compliant with this Contract (as *per the Specification*) by the Principal/Principal's Representative shall be removed at the

Contractor's expense, including cost of replacement and no payment shall be made for the removal or non-conforming material.

## 4.7 Prevention of Delays - Additional Works

In the event of any site that requires additional works due to settling ground or other latent conditions, the Contractor will immediately advise the Principal's Representative to meet and decide if any action is required by the Contractor. The Contractor may be asked to move to the next site location of the works to continue the works whilst any issues are rectified by the Principal. The Contractor is to carry out the original works after any additional rectifications are completed by the Principal. The Contractor should not experience any delays in the planned works if this process is followed.

## 4.8 Indemnity

- a) The Contractor must indemnify and keep indemnified the Shire against any and all expense, cost, damage, loss, liability or penalty that the Shire suffers or incurs arising out of or in any way related to the Services, the Contractor's performance of the Services or the Works.
- b) The indemnity referred to in (a) is reduced proportionately to the extent that the Shire's liability, loss, damage, cost or expense was directly caused by the Principal's negligence Shire's negligence

## 4.9 Copyright

All documents (including final reports) produced, films, original drawings, photographs, electronic media and all copyright will reside with the Principal.

None of the documentation produced as a result of this Contract can be reproduced or distributed without the prior written authorisation of the Principal.

## 5. Tenderer's Offer

The completion and return of this form is mandatory submission compliance.

### 5.1 Form of Tender

The Chief Executive Officer

Shire of Gnowangerup  
28 Yougenup Rd  
GNOWANGERUP WA 6335

I/We (Registered Entity Name): \_\_\_\_\_

(BLOCK LETTERS)

of:

(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail:

**In response to RFT2026-3-1 – Borden-Bremer Bay Road – Widening and Resealing Works.** I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to 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.

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

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

Dated this the \_\_\_ day of \_\_\_ 2026

Signature of authorised person: \_\_\_\_\_

Full Name of authorised signatory (BLOCK LETTERS): Mr.  Mrs.  Ms.  *Please check one.*

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Authorised Signatory Postal Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 5.2 Selection Criteria

### 5.2.1 Compliance Criteria

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
<p>i) Compliance with the Conditions of this Tender</p> <p>Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this Request including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal</p>	<p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>ii) Complete Tenderer's Offer</p>	<p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>iii) Complete Pricing Schedule</p>	<p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>iv) Corporate Information/Risk Assessment</p> <p>Tenderers must address the following information in an attachment and label it "Risk Assessment".</p> <ul style="list-style-type: none"> <li>• Provide an outline of organisation structure inclusive of any branches and number of personnel.</li> <li>• Attach current ASC company extracts search including latest annual return.</li> <li>• Provide the organisation's Directors/Company Owners and any other positions held with other organisations.</li> <li>• Provide a summary of how many years your organisation has been in business.</li> <li>• Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.</li> <li>• Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</li> </ul>	<p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>v) Financial Position</p> <p>Tenderer to confirm ability to pay all debts in full as and when they fall due; and</p> <p>Advise of any current litigation as a result of which you may be liable for \$50,000 or more.</p>	<p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>

<p>vi) Conflict of Interest</p> <p>Advise of any actual or potential conflict of interest in the performance of your obligations under the Contract, or if any such conflict of interest likely to arise during the Contract. 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.</p>	<p>Information Supplied</p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Is there a Conflict of Interest?</p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>vii) Insurance</p> <p>The insurance requirements for this Request are stipulated in <a href="#">Part 3</a> of this Request. Provide details of the insurance coverage that meets the insurance requirements for this Request. A copy of the Certificate of Currency is to be provided to the Principal within seven days of acceptance.</p>	<p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>viii) References</p> <p>Attach details of your referees, provide a minimum of two (2). You should give examples of work provided to verify skills and experience where possible.</p>	<p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>ix) Regional Price Preference Policy</p> <p>Advise of your regional address if you have a shop front within the Shire of Gnowangerup for consideration of applying the Regional Price Preference to your submission.</p>	<p>Yes / NA</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>x) Previous Contracts with Local Government Authorities</p> <p>Advise if you have previously withdrawn from a Contract issued by a Local Government Authority, either after advice of award of the Contract but prior to signing of the Contract documentation or after execution of the Contract.</p>	<p>Information Supplied</p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Have you withdrawn from a LGA Contract?</p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>

### 5.2.2 Qualitative Criteria

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

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

<p>Relevant Experience</p> <p>Describe your experience in completing /supplying similar Requirements. Tenderers must, as a minimum, address the following information and label it “<b>Relevant Experience</b>”:</p> <ul style="list-style-type: none"> <li>i) Provide details of similar work, scope of the Tenderer’s involvement including details of outcomes; and</li> <li>ii) Provide details of issues that arose during the project and how these were managed, demonstrating competency and proven track record of achieving outcomes, with sound judgement and discretion.</li> </ul>	<p>Weighting 15%</p> <p>Tick if Attached <input type="checkbox"/></p>
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<p>Skills and Experience of Key Personnel</p> <p>Tenderers must provide as a minimum information of proposed personnel to be allocated to this project, including:</p> <ul style="list-style-type: none"> <li>i) Their role in the performance of the Contract; and</li> <li>ii) Curriculum vitae, including Membership to any professional or business association and qualifications, with particular emphasis on experience of personnel in projects of a similar requirement.</li> </ul> <p>Supply details and label it “<b>Key Personnel</b>”.</p>	<p>Weighting 15%</p> <p>Tick if Attached <input type="checkbox"/></p>
---	---

<p><b>Methodology and Demonstrated Understanding</b></p> <p>Tenderers must detail the process they intend to use to achieve the Requirements of the Specification. Areas to be included:</p> <ul style="list-style-type: none"> <li>i) Tenderers must demonstrate an appreciation of the Requirements and provide an outline of their proposed methodology including the project schedule/timeline showing the demonstrated understanding of the scope of works;</li> <li>ii) A list of plant, associated equipment and staff which will be used to undertake the works; and</li> <li>iii) Safety – Safety Management Plan (SMP) and Safety Reporting Procedures and previous Safety Records</li> </ul> <p>Supply details and provide an outline of your understanding of the contract and label it <b>“Methodology and Demonstrated Understanding”</b>.</p>	<p>Weighting 30%</p> <p>Tick if Attached <input type="checkbox"/></p>
--	---

### 5.2.3 Quantitative Criteria

<p><b>Price Consideration</b></p> <p>The Weighted Cost Criteria method is used where price is considered to be crucial to the outcome of this tender process. The Tendered price is given the following weighting and will be assessed in conjunction with the Compliance Criteria, Qualitative Criteria detailed in <a href="#">Part 5</a>. – Tenderer’s Offer of this Request for Tender.</p>	<p>Weighting 40%</p> <p>Tick if Attached <input type="checkbox"/></p>
---	---

TOTAL  
WEIGHTING .....100%

TENDER

## 5.3 Pricing Schedule

**NOTE:** This contract is a Lump Sum contract. The quantities provided in this schedule are indicative only. The tenderer is to undertake their own verification of all quantities used for deriving of works item totals.

Item No.	Description	Units	Quantity	Rate	Total (\$)
<b>1. PRELIMINARIES</b>					
1.1	Mobilisation	Item	1		
1.2	Establishment to site and establishment of Erosion & Sediment Control. Project Management & Administration, WHS & Quality Systems.	Item	1		
1.3	Traffic Management Plan and implementation of Traffic Management.	Item	1		
1.4	Locating and protecting all services & "dial before you dig"	Item	1		
1.5	Construction survey and Setout	Item	1		
<b>2. VEGETATION / BULK EARTHWORKS</b>					
2.1	Vegetation clearing and carting off site.	Item	1		
2.2	CUT TO FILL onsite. Shaping and compaction as specified.	m <sup>3</sup>	637		
2.3	CUT TO SPOIL offsite.	m <sup>3</sup>	1092		
<b>4. ROADWORKS</b>					
4.1	Removal and disposal of redundant pavement, seal and all debris from site.	Item	1		
4.2	Subgrade Preparation, widening areas.	m <sup>2</sup>	8,160		
4.3	Supply and construct pavement widenings and overlays. 200mm depth boxout in shoulders. Compaction and preparation for sealing.	m <sup>3</sup>	1,632		

Item No.	Description	Units	Quantity	Rate	Total (\$)
4.4	Supply and construction single coat bitumen primer seal to overlay & widening areas.	m <sup>2</sup>	8,160		
4.4	Supply and construction single coat bitumen to full width carriageway.	m <sup>2</sup>	20,400		
4.5	Installation of guideposts to detail and spacing as specified in the drawings. (Guideposts are supplied by the Principal)	Item	1		
4.6	Supply and install line marking and signage to Main Roads WA specification.	Item	1		
<b>5. OTHER WORKS</b>					
5.1	Cleanup and demobilisation from site.	Item	1		
5.2	Any other item(s) as identified by the contractor.				
<b>SUM (exclusive of GST)</b>					
<b>GST (10%)</b>					
<b>TOTAL SUM (Inclusive of GST)</b>					

## 6. Appendices

### 6.1 Appendix 1: Tenderlink Upload Times

#### **IMPORTANT:**

The information below applies only where you have been requested to submit your tender documents via the electronic tender box process. Please check the tender documents for the required submission process.

1. Ensure **ALL** files are uploaded to the Electronic Tenders Box (if provided) **PRIOR** to the closing time and date shown in the tender documents. **PLEASE NOTE:** The ETB closes automatically at this time - file transfers still in progress at the exact closing time **WILL NOT** be accepted and you will not receive an automatic "successful submission" notice.
2. It is strongly recommended that if your file(s) are in excess of 10MB in total and/or you are transferring data from within a corporate network that you are able to do so without restriction. We suggest you speak with your network administrator or IT staff and advise them the size of the files you intend to submit to ensure that internal file size restrictions in your network or from your PC **DO NOT** prevent you from uploading to the TenderLink servers.

**DO NOT leave your submission to the last minute.** Tender Link have no control over the closing of Tender Boxes. If you need assistance, please contact us well before the closing time. As a guide, you should begin your file transfer at least 1 hour prior to the closing time.

The following guide should be used to determine how long it will take you to upload your file(s) to our servers. As an example, if your file is 10MB and your broadband connection speed to our servers uploads at 128kbps, your upload time should be approximately 10 minutes. If you have a dial-up connection, please ensure you allow sufficient time.

#### Upload Guide

SIZE		10 MB File	100 MB File
S P E E D	56 Kb	25 minutes	4 hours and 10 minutes
	64 Kb	21 minutes	3 hours and 40 minutes
	128 Kb	10 minutes	1 hour and 43 minutes
	256 Kb	5 minutes	52 minutes
	1.5 Mbps	1 minute	10 minutes

Disclaimer: This is a guide only. It is by no means definitive. These times can vary significantly depending on your actual internet speed at the time of upload.

**Tender submissions not lodged in full by the closing deadline will not be accepted.**

## 6.2 Appendix 2: Design and Drawings

## 6.3 Appendix 3: Technical Specifications

Funeral Notices

WALTON: The Funeral Service for Mr Wayne Ashley Walton of Singleton will be celebrated in the Bowra & O'Dea Chapel, 460 Pinjarra Road, Greenfields (entry via Old Pinjarra Road) on MONDAY (16.03.2026) at 10:00am.

At the conclusion of the Service, refreshments will be served adjacent to the Chapel at our functions venue in Sid's Place until 12:30pm.

Wake details will be announced at the Service.

BOWRA & O'DEA

460 PINJARRA RD GREENFIELDS MANDURAH 9535 4261 WA Family Owned www.bowraodea.com.au

Funeral Directors

SPW cremations

Simple Price-Wise Cremations Budget Quality Affordable Cremation Service From \$ 2,947\*

Metropolitan Area Only 24/7 9381 7022 \*Conditions Apply

EMPLOYMENT

General Positions

GENERAL

CLEANER - SWAN VIEW 2 nights per week 8pm-11pm Would suit Pensioner/Student. Cash. Phone 0438 971 522.

Trades and Technical

ENGINEERING TECHNOLOGIST Mico require a full time engineering technician with 1 year minimum BMS / HVAC experience. Bachelor's degree in engineering necessary. If you fit this criteria, send your resume to: careers@mico.com.au

PAINTER with exp comm/nuisance Start/finish, must have min 10yr exp. Trade qual, regd, lic, own tools/equipment. Perth/metro work. Weekly pay, rates reg. 0453 996 694

PANEL BEATER & APPRENTICE 3RD YR

Required for busy workshop. You're not comfortable where you work - just give us a call. Good salary, wages neg, very large & clean shop. Busy all year round. 0222 7 84 11 181 630

PANELBEATER WANTED in Manjimup WA

If not a qualified panelbeater must have experience in dismantling and assembly. CALL CHRIS 08 9771 2658 / 0480 218 034

Local Govt. Tenders

City of Kalamunda

The City of Kalamunda is seeking tenders for the following:

RFT 2026 - Kalam Moving A Strategic Transport Plan

Tender specifications and all other documents are available for downloading from the City of Kalamunda Procurement portal TenderLink: https://portal.tenderlink.com/kalamunda

All Enquiries are to be directed to Gary Deas via the TenderLink Forum: https://portal.tenderlink.com/kalamunda

Tenders must be submitted electronically via the City of Kalamunda's e-tendering portal located on TenderLink (https://portal.tenderlink.com/kalamunda)

Deadline for tenders to be submitted is no later than 2:00 PM AWST Wednesday, 25th March 2026.

Mailed, Electronic (email) mailed Tenders, hand-delivered, and tenders submitted by facsimile or telephone will not be accepted.

Tenders received after the due time and date will not be accepted.

Local Govt. Notices

City of Karratha

REQUEST FOR TENDER

Wickham South Youth Recreation Area Construction

The City is seeking tenders from suitably qualified and competent contractors for the construction of the Wickham South Youth Recreation Area and associated amenities, located on the Wickham South Park in Wickham.

A copy of the tender documents must be obtained by registering your details via the City Tenderlink website: www.tenderlink.com/karratha. Tenders can only be lodged electronically via the City's Tenderlink website.

The deadline for tenders to be submitted is at 2:00pm (AWST) Wednesday, 6 April 2026.

Please direct any enquiries to Sasha Lewis, the Tenderlink online forum.

Convening of Elected Members may be necessary.

Virginia Mitrop Chief Executive Officer

GINGIN

RFT C2026-01 Paving and Sanitary Services

Tenders closing at 3:00pm on Wednesday, 1 April 2026 are invited for the Provision of Paving and Sanitary Services.

Tender Documents - apply to Lee-Anne Burt (Coordinator Governance) on (08) 9575 5130 or Lee-Anne.Burt@gingin.wa.gov.au

General/Technical Enquiries contact: Technical Officer Assets (Procurement) on (08) 9575 5133 or Dianne.Dinggin@gingin.wa.gov.au

All tenders must be clearly marked with the following: RFT C2026-01 PROVISION OF PAVING AND SANITARY SERVICES and either placed in a sealed box at the Shire's Administration Centre, or posted to the CEO, Shire of Gingin, PO Box 510, WA 9505 by the due date and time. Emailed or faxed tenders will not be accepted.

Please note the lowest or any tender will not necessarily be accepted and canvassing of councillors will disqualify the tenderer.

James Bayliss ARCHIEVE EXECUTIVE OFFICER

City of Melville

RFT252626 Supply Installation of Footpath & Retaining Walls at Webber Reserve

Offers are invited from suitably qualified and experienced contractors for the above Reserve.

A copy of the Request documentation must be obtained by registering your details via the City of Melville tendering portal: www.tenderlink.com/melville

Offers must be submitted electronically via the e-tendering portal no later than 2:00pm (AWST) Thursday, 8 April 2026.

All enquiries should be in writing to Simon Tarco on 9364 0918.

Offers that are late or submitted by facsimile, email or in hard copy will not be accepted. The City reserves the right to reject any or all offers and the lowest offer will not necessarily be accepted. Canvassing of City of Melville Councillors or staff will disqualify Respondents in the evaluation process.

Gail Bowman Chief Executive Officer

toodyay

LOCAL GOVERNMENT ACT 1995 CAT ACT 2011 Cat Local Law 2026

The Shire of Toodyay proposes to make a local law relating to Cats.

Purpose: To regulate the licensing, identification, control and management of cats within the district of Toodyay in relation to responsible cat ownership, cat confinement, nuisance areas, approvals for additional cats, and the operation of cat management facilities, as provided under section 79 of the Cat Act 2011. It also provides additional measures to support the Shire in addressing cat nuisance and enhancing permit conditions, definitions, prohibited places and penalties.

Effect: to provide a clear regulatory framework for responsible cat ownership and the management of cats and to ensure that the environmental values, and nuisance behaviours, and nuisance obligations for cat owners, supports the Shire's objectives under the Cat Act 2011, and equips the Shire to administer cat management within the district.

A copy of the proposed Local Law may be inspected at or obtained from the Shire's Administration Centre at 15 Finneas Street, Toodyay WA 6566

Local Govt. Notices

Bruce Rock

Form 4 Local Government Act 1995 (Financial Management) Regulations 1996 (reg. 74)

NOTICE REQUIRING RATES OR SERVICE CHARGES

Name: Maure Kathleen Noack Property Address: 23 Dampier Street Bruce Rock

Description of Land: Lot 92 on Deposited Plan 229911, Volume 1519 Folio 569

Sum Owling for a period of at least 3 years: \$6,431.42

Total Amount Payable: \$12,023.35

Name: John Henry Kootley Property Address: 54 Bruce Street Bruce Rock

Description of Land: Lot 3 on Deposited Plan 24594, Volume 1225 Folio 232

Sum Owling for a period of at least 3 years: \$1,853.00

Total Amount Payable: \$1,853.00

Notice is hereby given that the above sums have been owing to the Shire of Bruce Rock for a period of at least 3 years.

Charges in respect of the land listed above are outstanding and payment is made within 3 months from the date of this notice the Shire of Bruce Rock will pursue to section 6.64 of the Local Government Act 1995 to have the land for sale by public auction at 3 o'clock and place appointed by the government.

Signed for and on behalf of the Shire of Bruce Rock: Mark Furr Chief Executive Officer

Public Notices

DECEASED ESTATES

TRUSTEES ACT 1962 DECEASED ESTATES AND CLAIMANTS

Notice to Creditors and Claimants

Estate of the late NORMA MARGARET POLLARD late of 15 Finneas Street, Toodyay, Western Australia, deceased.

Creditors and other persons having claims (of which section 63 of the Trustee Act 1962 relates) in respect of the estate of the deceased, who died on 8 July 2025 are requested by the Executor, Monique Ashley, Remove (as executor) of the Pollard Group GPO Box 2716, Toodyay WA 6566, to send particulars of their claims to the address stated herein within 30 days of this notice.

The personal representatives may distribute the assets having regard only to the claims of which they have notice.

Andrew Thomas FOLLIAN (also known as Gormal Colleen FOLLIAN) late of 110 Colley Place, Hamersley, Western Australia 6022, deceased.

Creditors and other persons having claims (of which section 63 of the Trustee Act 1962 relates) in respect of the estate of the deceased, who died on 3 July 2022 are requested by the Executor, Andrew Thomas Wilson of 16 Ashford Place, South Bunbury WA 6200, to send particulars of their claims to him on or before 30 days from the date of publication of this notice, which date the Executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

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GENERAL

PARTNERSHIP ACT 1995

Dissolution of Partnership

Notice is hereby given in accordance with Section 47 of the Partnership Act 1995 that the partnership between NLD DEVELOPMENTS PTY LTD (ACN 073 019 719) and MASSIMO PTY LTD (ACN 604 701) AS TRUSTEES FOR THE MASSIMO TRUST carrying on business and trading as NLD Developments Pty Ltd & The Trustees for The Massimo Trust (ABN 93 196 820) from 29 Hillway, NEDLANDS WA 6009 has been dissolved with effect from 3 March 2026.

NEIL GOODEY, Director, NLD Developments Pty Ltd SALLY LA ROCCA, Director, Massimo Pty Ltd

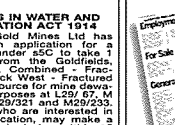
GENERAL

RIGHTS IN WATER AND IRRIGATION ACT 1914

Gorilla Gold Mines Ltd has made an application for a licence under 55C to take 1 mGL/a from the Goldfields, Rebecca, Combined - Fractured Rock West - Fractured Rock resource for mine dewatering purposes at L25/67, M29/52, M29/521 and M29/293.

Persons who are interested in the application, may make a written submission within 15 days of this publication to the Department of Water and Environmental Regulation, 7 Eiam Street Victoria Park Western Australia 6100, quoting DWERTV2011. If you object to the proposal, you must in your submission specify what actions, if any, would overcome your objections. General enquiries to Behnaz Mahki on 9250 8032. By email behnaz.mahki@dwer.wa.gov.au.

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EXTRACT FROM ORDER FOR TAKING LAND

LAND ADMINISTRATION ACT 1997 (Sections 177 and 178)

PLANNING AND DEVELOPMENT ACT 2005 (Section 191)

The lands/interest in lands in the schedule below have been taken by the Western Australian Planning Commission by order of the Governor in Executive Council in accordance with sections 177 and 178 of the Land Administration Act 1997 and section 191 of the Planning and Development Act 2005.

Such orders have been registered by the Registrar of Titles, with registration numbers stated in the schedule. Extract of such orders follows:

Table with 4 columns: Description of Land/Interests Taken, Registration Number of Order, Designation, Location of Lands

A copy of the orders can be obtained from Landgate, 1 Midland Square, Midland WA or www.landgate.wa.gov.au. For other queries, contact Mr Sam Sekulov, Assistant Manager Property, Heritage and Property Services, Department of Planning, Lands and Heritage, 140 William Street, Perth WA Tel: (08) 6551 4117.

Dated this 11th day of February 2026

Leoni Wedge Executive Director Property Services Department of Planning, Lands and Heritage

DECEASED ESTATES

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Department of Planning, Lands and Heritage

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Dated this 11th day of February 2026

Leoni Wedge Executive Director Property Services Department of Planning, Lands and Heritage

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Department of Planning, Lands and Heritage

The lands/interest in lands in the schedule below have been taken by the Western Australian Planning Commission by order of the Governor in Executive Council in accordance with sections 177 and 178 of the Land Administration Act 1997 and section 191 of the Planning and Development Act 2005.

Such orders have been registered by the Registrar of Titles, with registration numbers stated in the schedule. Extract of such orders follows:

Table with 4 columns: Description of Land/Interests Taken, Registration Number of Order, Designation, Location of Lands

A copy of the orders can be obtained from Landgate, 1 Midland Square, Midland WA or www.landgate.wa.gov.au. For other queries, contact Mr Sam Sekulov, Assistant Manager Property, Heritage and Property Services, Department of Planning, Lands and Heritage, 140 William Street, Perth WA

