



PEPPIMENARTI LOCAL AUTHORITY

MONDAY, 16 APRIL 2018

The ordinary Meeting of the Peppimenarti Local Authority will be held on (Monday, 16 April 2018) at 1:30pm.

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AGENDA

West Daly Regional Peppimenarti Local Authority

Monday 16 April 2018 at 1:30

WEST DALY REGIONAL COUNCIL REGIONAL OFFICE, PEPPIMENARTI

Welcome and Meeting Arrangements

Welcome

Attendance and Apologies

Attendance

Apologies

Confirmation of Minutes

Peppimenarti Local Authority - 6 December 2017 3

General Business

Reports

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Next Meeting - Monday 16 July 2018

Meeting Close

WELCOME AND MEETING ARRANGEMENTS

Karl Lukanovic nominated as chair person and opened the meeting at 2:20pm.
Nomination seconded by Leanne Black.

ATTENDANCE AND APOLOGIES

Attendance and Apologies

Local Authority Member	Leanne Black
Local Authority Member	Anthony Thomas
Local Authority Member	Annunciata Wilson
Local Authority Member	Karl Lukanovic
Nominee	Nathan Ahwon-Wilson
Mayor	John Wilson

Staff:

Chief Executive Officer	Shaun Hardy
Regional Services Manager	Glenn Parker

Apologies:

Local Authority Member	Henry Wilson
Local Authority Member	Dean Wilson

CONFIRMATION OF MINUTES

Minutes of the Peppimenarti Local Authority Meeting held on 16 October 2017

Local Authority Members request the Department of Housing and Community Development attend the next LA to discuss houses used by SHB and the safe house. These houses are required for community members and should be returned or replaced.

002/2017RECOMMENDATION:

That the minutes be taken as read and be accepted as a true record of the Meeting.

Moved: Annunciata Wilson
Seconded: Anthony Thomas
Resolution: Unanimously

REPORTS

1) Chief Executive Officer's Report

The CEO spoke to his written report. Matters to note included that the Council welcomes successful candidate Mark Martin to role of councillor and that the recent assessments and consultations with Homelands has been well received and reports are being used as a bench mark.

00 Motion:

3/2

01

7

1. That the Local Authority receive and note the Chief Executive Officer's Report.

Moved: Karl Lukanovic
Seconded: Leanne Black
Resolution: Unanimously

2) Financial Report

The CEO spoke to written financial report. It was noted that the font is too small to read and that the financial report be printed in A3 for future meetings.

00 Motion:

4/2

01

7

1. That the Local Authority receives and notes the financial information provided by Council.

Moved: Annunciata Wilson
Seconded: Karl Lukanovic
Resolution: Unanimously

3) Annual Report 2016/17

00 Motion:

5/2

01

7

1. That Local Authority receives and notes the West Daly Regional Council Annual Report for 2016-17 including audited annual financial statement.

Moved: Anthony Thomas
Seconded: Annunciata Wilson
Resolution: Unanimously

4) Regional Services Manager's Report

Regional Services Manager spoke to written report. Matters to note were quotes received to refurbish existing broadcast room and convert to Mayors

office \$5,550.00.

Quote to refurbish old BRACS building and convert to Night Patrol office

\$20,000.00 - Funding to be sought.

Five vehicles to be disposed via auction approved by council.

00 **Motion:**

6/2

01

7

- 1. That the Local Authority receives and notes the Regional Services Manager's Report.**

Moved: Annunciata Wilson

Seconded: Anthony Thomas

Resolution: Unanimously

5) Night Patrol Manager's Report

Night Patrol activity was discussed and noted that a more detailed breakdown would be useful for future meetings.

00 **Motion:**

7/2

01

7

- 1. That the Local Authority receives and notes the Community Night Patrol Manager's Report**

Moved: Leanne Black

Seconded: Anthony Thomas

Resolution: Unanimously

6) Proposed Local Authority Projects

00 **Motion:**

8/2

01

7

- 1. That the Local Authority recommends to Council an amount of \$11,044.00 for the purchase and installation of two (2) sheltered picnic areas in front of the Council office.**
- 2. That the Local Authority recommends to Council an amount of \$6,763.89 for the purchase and installation of a Solar Light at Emu Point.**
- 3. That the Local Authority recommends to Council an amount of \$5,455.00 for the purchase and installation of one (1) picnic bench for the clinic waiting area in the garden.**

Moved: Leanne Black

Seconded: Annunciata Wilson

Resolution: Unanimously

7) Action Items Update

New projects to be investigated by RSM

1. Solar light at clinic intersection
2. Football oval upgrade, resurface and irrigation
3. Softball oval upgrade, resurface and irrigation
4. 10 concrete speed bumps installed at various locations around the community
5. Village play ground
6. Roof over basketball court

00 **Motion:**

9/2

01

7

1. **That the Local Authority receives and notes the action items update.**

Moved: Leanne Black

Seconded: Annunciata Wilson

Resolution: Unanimously

NEXT MEETING

Monday 16 April 2018

MEETING CLOSE

The meeting closed at 3:40pm.

THIS PAGE AND THE PRECEEDING 3 PAGES ARE THE MINUTES OF THE Peppimenarti Local Authority HELD ON Wednesday, 6 December 2017 AND CONFIRMED .



WEST DALY REGIONAL COUNCIL

FOR THE PEPPIMENARTI LOCAL AUTHORITY OF 16 APRIL 2018

Report for Agenda Item No 1

Prepared by **Shaun Hardy, Chief Executive Officer**

Chief Executive Officer's Report

Purpose

The purpose of this report is to update progress on Council activities and inform about issues relevant to the governance and management of Council.

Background

Regional Plan and Budget

Council's Regional Plan and Budget sets out the goals and strategies for what we want to achieve during the financial year. For 2018-19, the Regional Plan and Budget development has commenced and first draft program budgets have been prepared for internal discussion. Community and local priorities will be discussed at Council and Local Authority meetings in April 2018. Local Authority priorities are the subject of a separate agenda item.

Community Development

Discussions have commenced with several stakeholders regarding the Wadeye Festival 2018, which Council and Palngun Wurnagat Aboriginal Corporation will take the lead on. Early discussion around timing and events for NAIDOC week (July 2018) and local community festivals is sought.

Repairs to the Community Bus in Wadeye and re-registration check have now been completed and relevant level license testing is being arranged for drivers. A timetable is being prepared for 3 routes Monday to Friday – Airport, Manthatpe and Nilinh, and is proposed to be a free community service.

For Sport and Recreation facilities in the West Daly region:

- works on the outdoor Basketball Court re-surfacing and new backboards at Wadeye have been completed;
- works on the Softball Oval at Wadeye will soon commence to re-align the fence and enable games to be held across communities; and
- works on four additional shade shelters for the AFL Main Oval will soon commence (the local AFL competition is expected to recommence in April 2018).

Aged Care

The Thamurrurr Aged Care facility in Wadeye encountered staffing challenges over February/ March 2018 and nurses from Health Care Australia have been engaged to provide temporary support. BCA National provided support and assistance and information to assist in strategic planning and budgeting.

AACQA assessors visited in March 2018 and the findings were discussed with both AACQA and the Department of Health. Council is continuing to work through Quality Improvement actions for both NATSIFACP and CHSP. Future visits are expected for both Nganmarriyanga and Peppimenarti.

In line with Council decisions, the outsourcing of meals preparations for Wadeye and Nganmarriyanga NATSIFACP and CHSP to the Palngun Wurnangat Aboriginal Corporation is being introduced, which will also provide backup support for Peppimenarti when required.

Homelands

The results of the Homelands assessments visits and recommended works were collated into a consolidated report, which is being used to complete Service Delivery Plans. Quotations have now been sought for various works within the program budget allocations for each Homeland and projects are commencing. Roads maintenance grading will recommence April-May 2018.

Municipal and Essential Services Special Purpose Grant applications were submitted and approved in April 2018. A tender has been advertised for four Ablution Blocks at Fossil Head, Old Mission, Delye and Mulingi and proposals are currently being considered. Quotes for a range of other projects have been accepted and awaiting commencement.

Roads

Many local internal roads have been damaged during the wet season and potholes and washouts are being attended to by Council's Civil staff, particularly Wadeye. A delivery of road base materials arrived late March 2018 and repairs to the worst affected areas has commenced. A Roads Workshop is being arranged to prioritise Council's roads projects, which will include severe recurring washouts on Emu Point Access Road, Peppimenarti Access Road and Woodycupildya Access Road.

GHD have been liaising with Allan King and Sons for a revised contract start date for the Nganmarriyanga Airport Road Upgrade project on 30 April 2018.

Waste Management

Council's support for the Department of Health's Healthy Skin for Healthy Homes program was very well received with a large items rubbish collection and sponsorship of the Tidy Home and Garden Competition with new lawnmower (2nd prize) and line trimmer (3rd prize).

The Sims Metal scrap metal collection of car bodies and other hard waste will commence as soon as weather permits around May 2018.

Animal Management

Council was successful in its collaborative application for a Special Purpose Grant (Round 1) for \$82,920 to assist quarterly visits to Council's communities by AMRRIC and veterinarians, with engagement support from relevant Rangers. Timing and arrangements are currently being discussed and early notice of the visits schedule will be provided in communities.

Staffing

Council is awaiting approval of its staff endorsed Enterprise Agreement by the Fair Work Commission, which was considered on 3 April 2018. Approval is imminent and when approved, Council's first ever Enterprise Agreement will be in place, with all staff on the same terms and conditions, including 2% pay increases from the date of approval and on 1 July 2018 to 2020.

Community Services Manager – Palumpa, Community Services Manager – Peppimenarti, Civil Supervisor Palumpa, Civil Team Leader Wadey and Administration – Palumpa have all been advertised and shortlisting has commenced. Interviews will take place in late April/ early May 2018.

Stakeholder Meetings

For the period January to March 2018, I have undertaken external stakeholder meetings as follows:

Australian Aged Care Quality Agency
Aboriginal Housing and Homelands Forum
AG – Prime Minister and Cabinet – Night Patrol
AG – Health– Aged Care
Allenco – Homelands
AMRRIC – Animal Management
BCA National – Aged Care
CouncilBiz
Green Frog Systems – Homelands
Local Government Association NT
Local Government Professionals Australia
Murin Association
NTG – Chief Minister – Regional Network
NTG – Housing and Community Development
Palngun Wurnagat Aboriginal Corporation
SeaFarms – Project Sea Dragon
Thamurrurr Development Corporation
West Daly Stakeholders
Yantjwarru Outstation Resource Centre

Impact for Council

For information.

Recommendation

- 1. That the Local Authority notes the report from the Chief Executive Officer.**

Attachments

There are no attachments for this report.



WEST DALY REGIONAL COUNCIL

FOR THE PEPPIMENARTI LOCAL AUTHORITY OF 16 APRIL 2018

Report for Agenda Item No 2

Prepared by **Shaun Hardy, Chief Executive Officer**

Regional Plan and Budget 2018-19

Purpose

To recommend to Council the priorities of the Local Authority for inclusion in its Regional Plan and Budget 2018-19.

Background

As required by legislation, a Regional Council must adopt its Regional Plan between 1 April and 31 July each year.

In accordance with the *Local Government Act* sections 23 and 126, the Regional Plan must contain:

- a service delivery plan and Council Budget;
- a long-term community or strategic plan;
- a long-term financial plan of at least four financial years;
- most recent assessment of constitutional arrangements (boundaries);
- most recent assessment of opportunities and challenges;
- most recent assessment of administrative and regulatory framework;
- most recent assessment of cooperation with other organisations; and
- performance indicators.

Local priorities for the community from the Local Authority are now sought.

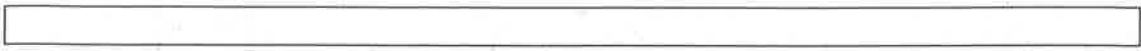
Attached is the preparation timetable to develop the West Daly Regional Council Plan and Budget for 2018-19.

Impact for Council

To consult with Local Authorities on its priorities for inclusion in Council's Regional Plan and Budget 2018-19.

Recommendation

1. That the Local Authority recommend to Council the priorities of _____.



Attachments

1 Regional Plan Timetable



Regional Plan and Budget 2018-19 Timetable

Task	Requirement	Start Date
1 Managers to review Council's community and/or LA plans and local priorities, and program Budgets, and provide feedback		By Late-March
2 LA Agenda to include a review of Council's community and/or LA plan and local priorities, and provide feedback	Guideline 8 clause 16.3.2	16-18 April
3 OCM Agenda to include a review of Council's community and/or LA plans and local priorities, and provide feedback		25 April
4 CEO to prepare the draft Regional Plan to reflect feedback		By Late-April
5 Senior Financial Consultant to prepare draft Budget		By Mid-May
6 OCM Agenda to include a review of Council's community and/or LA plans and LA feedback, draft Regional Plan and Budget		23 May
7 CEO to finalise the draft Regional Plan, including Mayor and CEO message, and draft Budget		By Mid-June
8 OCM Agenda to include the finalised draft Regional Plan and draft Budget before beginning the public consultation period		20 June
9 Advertise and make accessible, on Council's website and available at Council's public office, the draft Regional Plan with draft Budget and invite submissions for at least 21-days	Local Government Act sections 24(2) and 200(c)	By Late-June
10 LA Agenda to include a review of the draft Regional Plan and Budget priorities for the LA	Local Government Act sections 53D(e) & (f) Guideline 8 clauses 16.3.4 & 16.3.5	16-18 July
11 CEO, following a minimum 21-day public consultation period, to finalise the Regional Plan and Budget for Council consideration		By Mid-July
12 CEO to check Council's records to ensure all rateable land is recorded in the Council's assessment record and certify accordingly	Local Government (Accounting) Regulations regulation 24(1)	By Mid-July before adoption of Budget
13 OCM Agenda to include final consideration and resolution to adopt the Regional Plan	Local Government Act sections 23 and 24(1)	25 July
14 OCM Agenda to include final consideration and resolution to adopt the Budget accompanying the Regional Plan NOTE the adopted Budget must include separate Budgets for each LA area detailing expenditure	Local Government Act section 128(1) Guideline 8 clause 20.3	25 July

	Task	Requirement	Start Date
15	OCM Agenda to include consideration and resolution to adopt Elected Member and LA Member Allowances and expense payments or reimbursements	<i>Local Government Act</i> sections 71, 72 and 127(2)(f) Guidelines 2 and 8	25 July
16	OCM Agenda to include consideration and resolution to declare rates	<i>Local Government Act</i> section 155	25 July
17	CEO to notify the Agency in writing of the adopted Budget and provide a copy of the Regional Plan including the long-term financial plan NOTE the adopted Budget notification and a copy of the Regional plan is to be sent to lg.compliance@nt.gov.au	<i>Local Government Act</i> sections 24, 126(5) and 128(3)(b)	By 31 July following adoption
18	CEO to ensure Council's Regional Plan is accessible on Council's website and available at Council's public office	<i>Local Government Act</i> sections 22 and 200(c) and (f)	By 31 July following adoption
19	CEO to ensure Council's adopted Budget is accessible on Council's website, available at Council's public office and publish the Budget availability details in a newspaper circulated in the area	<i>Local Government Act</i> sections 128(3)(a) and (c), and 200(ha)	By 31 July following adoption
20	CEO to ensure the Notice of Rates is accessible on Council's website, available at Council's public office and published in a newspaper circulated in the area within 21-days of declaration of rates	<i>Local Government Act</i> sections 158 and 200(j)	By 15 August within 21-days of declaration



WEST DALY REGIONAL COUNCIL

FOR THE PEPPIMENARTI LOCAL AUTHORITY OF 16 APRIL 2018

Report for Agenda Item No 3

Prepared by **Gary Day , Community Services Manager**

Community Services Manager's Report (Acting)

Events And Activities

Nil to report

Meetings

Recently a stakeholders meeting was held in Peppi. The main discussion topic as a matter of urgency was the roads contract tender and training for local people. Possibly working towards the future a tender for that contract could be put forward and provide jobs for local people.

Community Issues

Kids arguing and fighting after school because of boredom.

Staffing

Sport and Rec Person required [possibly help resolve the above issue]. Depending on availability of funding for this position.

Civil team welcomes Luke Parmbuk as from the 9/4/18.

Core/Infrastructure Services

Public And Street Lighting

There is one street light not working.

Maintenance Buildings And Fixed Assets

The Civil shed area needs a good tidy up with old equipment and rubbish to be removed and taken to the dump and the surrounding area re levelled.

Swimming Pool

Rangers have been maintaining the pool and surrounds within the fence line, however, we need a person with a Bronze life guard qualification in attendance before it can be used. Should we keep maintaining the pool in

hope of eventually having a life guard or close and remove the pool for kids safety?

Animal Welfare And Control

Council will commence a program very soon.

Local Road Maintenance

Potholes and shoulders are on the short list to start repairs as soon as we can get the required equipment back in Peppi.

Traffic Management On Local Roads

We have received quotations on speed humps from Deewin Kurim and TDC.

Waste Management And Litter Control

We need an update on the new trailers for rubbish collection. Now that its starting to dry out we need to tidy up the tip and cover some of the rubbish with soil. Three old car wrecks have been removed from the community.

Plant And Equipment

Minor breakages are happening all the time and cause delays in starting or completing jobs around the community. Recently we have repaired the slasher and Kubota front deck mower and are down again, the Grader is in Wadeye being serviced and NP vehicle needs to be checked again.

Airport Maintenance

The civil team have been able to tidy up the airport, slashing the whole area and spraying around the gables. We still need to spray around the runway and fence line to complete that area. There will be an inspection taking place in May.

Libraries And Culture

The Ladies have been working very hard lately creating some beautiful weaving and painting projects for recent exhibitions including large canvases, baskets, dilly bags, fish nets and wall hangings.

Recommendation

- 1. That the local authority receives and notes the Community Services Managers (Acting) Report.**

Attachments

There are no attachments for this report.

WEST DALY REGIONAL COUNCIL

FOR THE PEPPIMENARTI LOCAL AUTHORITY OF 16 APRIL 2018

Report for Agenda Item No 4

Prepared by Ramesh Pudasaini, Senior Financial Consultant

Finance Report

Purpose

Provide Financial Information (3rd quarter) to Local Authority.

Background

As per Guideline 8, council must provide quarterly financial information to local authority member.

Impact for Council

Compliance with Guideline 8 rules and regulation.

Recommendation

- 1. That the Local Authority receives and notes the financial information provided by Council.**

Attachments

- 1 Budget Management Report - 400.pdf
- 2 Expenses Report - 400.pdf



Leaders: 180LACT and 180L80D

From period: 1 to period: 9

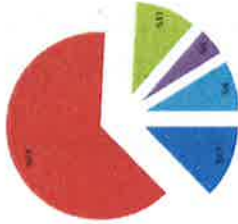
Income

Expenses

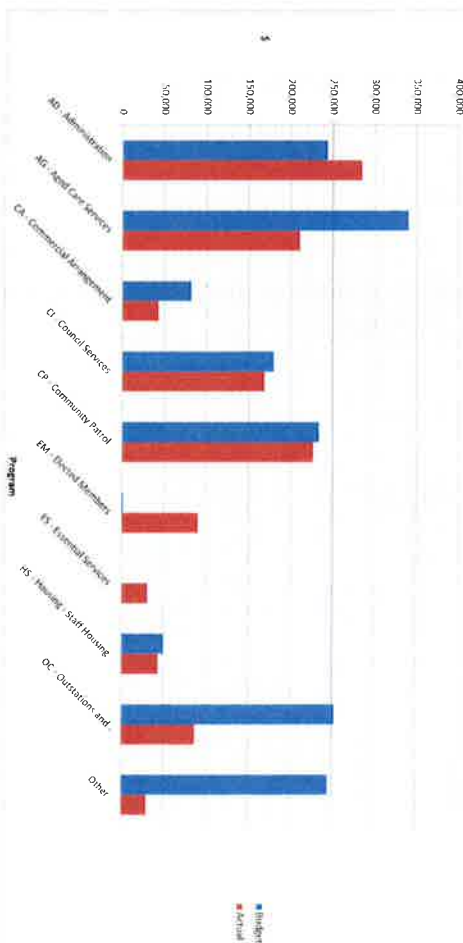
Budget Management Report
Local Authority Region/ Office : Peppinmanti

Local Authority Region & Programs	Program Code	Original Intended	Internal Income	Total Income	Budgeted Income (including internal source)	Revenue Variance	Administration Audit and Legal Expenses	Employee Benefit Consultant Expenses	Operating Expenses	Repairs & Maintenance	Other	Expenditure Total (including internal expenditure)	Internal Expenses	Total Expenses	Budgeted Expenditure (including internal charges)	Expense Variance	Program Expense Position
Region: Peppinmanti																	
AD Administration	AD1	1,934,891	0	1,934,891	1,511,880	423,011	0	67,764	1,444,116	0	0	1,511,880	1,511,880	1,511,880	1,511,880	0	Under Budget
AG Aged Care Services	AG	2,738,383	0	2,738,383	1,477,785	1,260,598	83,223	18,568	2,738,383	0	0	2,738,383	2,738,383	2,738,383	2,738,383	0	Under Budget
CA Commercial Management	CA	1,200,000	0	1,200,000	1,127,251	72,749	0	32,693	1,160,000	0	0	1,192,693	1,192,693	1,192,693	87,307	Over Budget	
CI Council Services	CI	0	0	0	0	0	0	184,536	0	0	0	184,536	184,536	184,536	0	Under Budget	
CM Community Mgmt	CM	729,000	0	729,000	729,000	0	0	2,810	726,190	0	0	729,000	729,000	729,000	0	Under Budget	
CS Electoral Services	CS	441,150	0	441,150	0	441,150	0	2,488	438,662	0	0	441,150	441,150	441,150	0	Under Budget	
ES Electoral Services	ES	41,500	0	41,500	0	41,500	0	1,114	40,386	0	0	41,500	41,500	41,500	0	Under Budget	
FC Council Services	FC	1,880,920	0	1,880,920	1,277,800	603,120	0	140,750	1,437,050	0	0	1,577,800	1,577,800	1,577,800	303,120	Over Budget	
HC Council Services and Investments	HC	1,200,210	0	1,200,210	1,155,000	45,210	0	14,991	1,170,009	0	0	1,185,000	1,185,000	1,185,000	15,210	Under Budget	
Total		14,897,454	0	14,897,454	11,668,151	3,229,303	134,122	648,321	131,239	134,122	0	13,482,955	13,482,955	13,482,955	1,414,500	Over Budget	
Local Authority Region & Programs	IA	190,250	0	190,250	63,260	126,990	0	6,482	180,508	0	0	186,990	186,990	186,990	3,260	Under Budget	

Region: Peppinmanti (Expenses by Category)



Region: Peppinmanti (Expenses)



Top 5 Expenses Variance (Overspends)

Local Authority Region & Programs	Program Code	Administration Audit and Legal Expenses	Community Grants	Depreciation	Employee Benefit Consultant Expenses	Operating Expenses	Repairs & Maintenance	Other	Expenditure Total (including internal expenditure)	Internal Expenses	Total Expenses	Budgeted Expenses	Expense Variance
AD Administration	AD1	0	0	0	1,511,880	0	0	0	1,511,880	1,511,880	1,511,880	1,511,880	0
AG Aged Care Services	AG	0	0	0	1,260,598	0	0	0	1,260,598	1,260,598	1,260,598	1,260,598	0
CA Commercial Management	CA	0	0	0	72,749	0	0	0	72,749	72,749	72,749	72,749	0
CI Council Services	CI	0	0	0	0	184,536	0	0	184,536	184,536	184,536	184,536	0
CM Community Mgmt	CM	0	0	0	0	2,810	0	0	2,810	2,810	2,810	2,810	0

ES - Essential Services	15	0	0	0	0	0	0	0	0	31,024	31,024	0	31,024
EP - Community Parks	16	15,819	0	0	0	150,715	0	208,654	172,848	60,226	218,074	271,867	4,371
ES - Police	18	0	0	0	0	148,317	0	87,196	799	799	799	420	378

Top 5 Expenses Variance (Underpends)

Local Authority/Region & Programs Region: Pophamcroft	Program Code	Administration, Audit and Legal Expenses	Community Grants	Depreciation	Employee, Board Members & Consultant Expenses	Operating Expenses	Repair & Maintenance	Other	Expansive Print (including internet expenses)	Internal Expenses	Total Expenses	Budgeted Expenses	Expense Variance
CE - Operations and Maintenance	02	25,130	0	0	1178,304	0	11,826	169,792	87,413	0	82,431	222,648	(162,215)
AF - Asset Management	04	0	0	0	173,528	0	0	75,529	2,211	1124,100	1124,129	0	(152,129)
HS - Housing Support/Outing	04	0	0	0	4,935	0	86,797	2,005	41,758	(126,060)	88,482	49,506	(111,783)
NS - Support Care Services	04	8,223	0	0	12,889	0	0	316,417	107,006	26,271	270,527	318,511	(47,984)
EM - Health	04	0	0	0	(2,977)	0	0	83,441	5,485	0	88,956	106,451	(17,495)

For periods

7 to 9

Statement of Financial Performance (Expenses Only)

Local Authority Region / Office: Peppinmarrt

YTD Period from 1st July (inc Ptd 0) 2017 to 31st March 2018



	Quarter 3			YTD			Commitments	Amount Remaining to Balance Budget for the Year	Forecast	Annual Budget
	Actual Amount	Budget Amount	Variance \$	Actual Amount	Budget Amount	Variance \$				
Council Funds										
AD Administration	69,830	83,574	(13,744)	250,814	243,489	7,346	3,182	327,134	319,788	
AF Asset Management	2,011	0	2,011	2,011	0	2,011	0	2,011	0	
CA Commercial Area	15,391	28,434	(13,043)	43,397	81,732	(38,335)	0	68,261	106,596	
CI Council Service	35,568	62,773	(27,205)	141,559	179,351	(37,792)	0	91,597	233,155	
EM Elected Members	31,453	447	31,006	65,963	1,341	64,622	1,108	(64,683)	68,810	
HS Housing - Staff	11,115	18,500	(6,385)	43,758	49,500	(5,742)	0	22,242	60,758	
PG Parks and Garde	5,868	6,996	(1,108)	15,112	20,988	(5,876)	373	22,499	27,884	
PL Pools	455	150	305	789	450	339	0	(199)	939	
RM Road Maintenance	534	23,901	(23,367)	5,465	71,703	(66,238)	4,300	85,840	29,366	
SG Special Purpose	0	2,268	(2,268)	0	6,804	(6,804)	0	9,072	2,268	
WM Waste Management	90	1,200	(1,110)	2,329	3,600	(1,271)	90	2,381	3,529	
Council funds sub-total	172,335	226,243	(53,908)	570,596	638,937	(68,341)	9,053	285,739	777,047	885,388
Agency Funds										
AG Aged Care Serv	61,161	103,915	(42,754)	193,806	303,611	(109,805)	2,274	203,312	289,587	399,392
CP Community Patro	53,690	80,633	(26,943)	172,848	233,887	(61,039)	7,510	126,150	246,469	308,506
ES Essential Servi	2,277	0	2,277	31,074	0	31,074	0	(31,074)	31,074	0
LA Local Authori	650	16,868	(16,208)	3,957	47,574	(43,617)	0	59,475	19,815	63,432
OC Outstations and	48,868	84,216	(35,348)	87,433	232,648	(145,215)	0	249,431	171,649	338,864
Agency funds sub-total	166,646	284,622	(117,976)	489,117	837,720	(348,603)	9,784	607,295	757,993	1,106,196
Internal Funds										
AD Administration	24,529	24,381	148	95,887	73,143	22,544	0	1,837	120,868	97,524
AF Asset Managemen	(49,730)	0	(49,730)	(154,190)	0	(154,190)	0	154,190	(154,190)	0
AG Aged Care Serv	8,907	30,300	(21,393)	26,721	90,900	(64,179)	0	94,479	57,021	121,200
CA Commercial Area	7,350	3,750	3,600	14,850	11,250	3,600	0	150	18,800	15,000
CI Council Service	8,976	0	8,976	26,928	0	26,928	0	(26,928)	26,928	0
CP Community Patro	21,750	7,500	14,250	65,260	22,500	42,760	0	(35,250)	72,750	30,000
EM Elected Members	8,448	0	8,448	25,344	0	25,344	0	(25,344)	25,344	0
HS Housing - Staff	(42,680)	(61,431)	18,751	(128,040)	(184,293)	56,253	0	(117,684)	(189,471)	(245,728)
PG Parks and Garde	0	7,500	(7,500)	0	22,500	(22,500)	0	30,000	7,500	30,000
RM Road Maintenan	0	11,250	(11,250)	0	33,750	(33,750)	0	45,000	11,250	45,000
WM Waste Management	7,500	20,001	(12,501)	22,500	60,003	(37,503)	0	57,504	42,501	80,004
Internal funds sub-total	(4,950)	43,251	(48,201)	(4,950)	129,753	(134,703)	0	177,954	38,301	173,004
Total before depreciation	334,032	554,116	(220,084)	1,054,763	1,629,410	(571,647)	18,838	1,070,988	1,572,941	2,144,588

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	Quarter 3			YTD			Commitments	Amount Remaining to Balance Budget for the Year	Forecast	Annual Budget
	Actual Amount	Budget Amount	Variance \$	Actual Amount	Budget Amount	Variance \$				
Depreciation sub-totals	0	0	0	0	0	0	0	0	0	0
Grand Total	334,032	554,116	(220,084)	1,854,763	1,828,410	(571,647)	18,838	1,070,958	1,572,941	2,144,598

WEST DALY REGIONAL COUNCIL

FOR THE PEPPIMENARTI LOCAL AUTHORITY OF 16 APRIL 2018

Report for Agenda Item No 5

Prepared by Rebecca Purser, Manager Corporate

Local Authority Meeting dates - 2018/2019 Financial Year

Purpose

To seek Local Authority Members approval for meeting dates for the 2018/2019 financial year.

Background

As per Guideline 8, s.15, the CEO must ensure a minimum of four (4) and a maximum of (6) meetings or provisional meetings for each local authority are held each financial year.

I would like to take the opportunity of thanking the Local Authority members of their success in reaching a quorum for four (4) meeting this financial year. Successful meetings ensure that Local Authority recommendations are presented to Council in a timely manner and also ensure that Local Authority projects are rolled out and funds are expended.

As this is our last Local Authority meeting for this financial year, it is suggested to the Local Authority that the following dates be set aside for the 2018/2019 financial year:

- Monday 16 July 2018
- Monday 15 October 2018
- Monday 11 March 2019
- Monday 13 May 2019

Impact for Council

Compliance with all legislative requirements

Recommendation

- 1. That the Local Authority notes the dates for the 2018/2019 financial year as follows:**
 - Monday 16 July 2018
 - Monday 15 October 2018

- Monday 11 March 2019
- Monday 13 May 2019

Attachments

There are no attachments for this report.



WEST DALY REGIONAL COUNCIL

FOR THE PEPPIMENARTI LOCAL AUTHORITY OF 16 APRIL 2018

Report for Agenda Item No 6

Prepared by **Rebecca Purser, Manager Corporate**

Local Authority Members Attendance Records

Purpose

To remind Local Authority Members of their obligations in accordance with Guideline 8 and West Daly Regional Council's own Local Authorities Policy (attached).

Background

Local Authorities are required to have a minimum of 6 and a maximum of 14 members. Noting that Council's Elected Members for the Tyemirri Ward form part of the Local Authority, Peppimenarti currently has 7 members.

It is important to note that Local Authority members stop being members if they:

- a. Resign in writing;
- b. Do not attend two consecutive meetings without an apology;
- c. Finish their four year term;
- d. Convicted of a serious offence or are sent to prison;
- e. Are dismissed by Council.

Below is a snap shot of attendance records for each current Local Authority Member for your information.

DATE:	17/07/2017	LA Members approved at OCM on 13/9/17 post August elections	16/10/2017	6/12/2017	16/04/2018
TIME:	10:00AM			10:00am	1:30pm
Nathon Wilson-Ahwon	1				
Annunciata Wilson	1	Annunciata Wilson	AP	1	
Anthony Thomas	1	Anthony Thomas	1	1	
Francis Miller	1				
Henry Wilson	1	Henry Wilson	1	AP	
Dean Wilson	1	Dean Wilson	1	AP	
Josephine Miller	AB				
Rickeisha Hodgson	AB				
Edward Kundu	AB				
Vacant		Karl Lukanovic	1	1	
Vacant		Leanne Black	AP	1	
Vacant					
Vacant					
		John Wilson (Mayor)	1	1	
		Tery Sams (Deputy Mayor)	1	AP	

Recommendation

1. That the Local Authority receives and notes the information regarding attendance requirements at Local Authority Meetings

Attachments

- 1 1.1.14 - Local Authorities



1.1.14 – LOCAL AUTHORITIES

PURPOSE

Local Authorities are formed to achieve integration and involvement of local communities in the system of Local Government. This policy has been developed to ensure that Local Authorities are run in accordance to the provisions of the Local Government Act and that the community has a strong voice and is actively engaged in their local community affairs.

ORGANISATIONAL SCOPE

This policy applies to all West Daly Regional Council's Local Authorities.

POLICY STATEMENT

The Local Authority established within the boundaries of the West Daly region shall:

1. Advise West Daly Regional Council (WDRC) on service delivery plans including infrastructure requirements for communities and associated outstations, or local region or wards, and to contribute to the development of Councils Regional Plans and Regional Management Plans.
2. Be actively supported by the Council to ensure opportunities exist for residents to meaningfully engage in local government processes.
3. Alert and advise WDRC on new and emerging issues within the scope of WDRC activity.
4. Advise on specific Council, community and social projects that impact on community or region.
5. Advise and support the WDRC staff on local implementation of the Regional Plan, particularly in the area of cross-cultural best practice in the governance and service delivery.
6. Respond to identified community needs, if appropriate, by participating and organising activities such as community events, youth, community safety, housing and community planning and infrastructure development.

DEFINITIONS

Appointed member – means a local authority member who has been appointed pursuant to section 53C(1)(b) of the Act [Section 4, Guideline 8].

Member – includes appointed members and non-appointed members [Section 4, Guideline 8].

Non-appointed member – means a person who is a local authority member by virtue of section 53C(1)(a) or (2) of the *Local Government Act* [Section 4, Guideline 8].

Provisional meeting – means, at the time and place set for a local authority meeting when a quorum has not been established, a majority of appointed members [Section 4, Guideline 8].

Note: A provisional meeting is able to make recommendations to Council pursuant to clause 13 (provisional meeting where quorum not present). There must be more than half of the appointed members present. [Section 4, Guideline 8].

PRINCIPLES

1. Roles and Functions of a Local Authority

The Local Authority shall be a voluntary group that provides advice and recommendation to WDRC on their communities' issues. Recommendations made at Local Authority meetings are not 'final' decisions as Council needs to decide on all issues or requests from all communities.

The functions of a Local Authority include:

- a) To involve local communities on issues related to local government.
- b) To ensure that local communities are given an opportunity to express their opinions on questions affecting local government.
- c) To allow local communities a voice in the formulation of policies for the locality as well as policies for the area and the region.
- d) To take the views of local communities back to council and act as advocates on their behalf.
- e) To take Council information and decisions back to the community.
- f) To contribute to the development of the relevant regional management plan and the relevant municipal or council plan.
- g) To provide a representative of the Local Authority for employment selection advisory panels in relation to managerial positions in the Local Authority area.

2. Membership

a. Membership size

The size of the Local Authority should reflect the community size and structure representing key groups in the community. The membership of Local Authority will include community members, Ward Councillors and Mayor of the WDRC. The number of community members that a Local Authority should have is a minimum of six (6) and up to a maximum of fourteen (14).

People nominated for Local Authority membership are to be approved by the Council at the next Ordinary Meeting of Council.

b. Period of Membership

Local Authority members will be appointed for the term of Council (4 years). Once the new Council is elected, Council will call for new nominations. The previous members will be eligible to apply for new Local Authority membership.

Regional Head Office

Unit 3/21 Parap Road Parap NT 0820 | PO Box 2047 Parap NT 0804 | Ph: 08 8978 2450
| Email info@westdaly.nt.gov.au | www.westdaly.nt.gov.au | ABN: 2596 657 9574

c. **Eligibility for Membership**

Community residents over 18 years of age who live in the ward, for the majority of the time, can nominate or be nominated for the Local Authority member.

To become a Local Authority member, the candidate needs to fill in a Local Authority Nomination Form. The completed Nomination Form can be handed directly to the Council Services Manager (CSM) or tendered at the next Local Authority meeting. The Nomination Form will then be given to the Governance Department and will be submitted to the Council for Council to deliberate on at the next Ordinary Meeting of the Council.

Council will have the final say on Local Authority membership.

d. **Membership Termination**

Local Authority members stop being members if they:

- i. Resign in writing;
- ii. Do not attend two (2) consecutive meetings without an apology;
- iii. Finish their 4-year term;
- iv. Convicted of a serious offence or are sent to prison (Council can use its discretion);
- v. Are dismissed by Council.

e. **No proxies**

A member of a Local Authority may not be represented by a proxy (substitute) during a meeting or provisional meeting [Section 12.08 – Guideline 8]

f. **Local Authority Meetings**

The following points cover the running of Local Authority Meetings.

A Local Authority:

- i. Shall hold a minimum of four (4) and a maximum of six (6) meetings per year;
- ii. Shall elect a permanent chair at the first meeting of the Local Authority;
- iii. The quorum for a Local Authority meeting will be of half plus one of the community-nominated members;
- iv. Supported by the staff of WDRC who will provide the Local Authority's secretariat and act as advisor to the chair and board but will not run the meeting;
- v. Are advertised through meeting notices with draft agendas at least three days before the meeting;
- vi. Follow and adopt the draft agenda suggested by Council.

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g. When reporting to and from the Local Authority

- i. Local Authority members will advise on strategic, not operational matters (operational matters are the responsibility of Council Officers);
- ii. The Council discusses both the Local Authority reports and the management responses and decides on actions;
- iii. The Mayor and Ward Councillors will report to Local Authorities on Council decisions and take the views of the Local Authority to Council;
- iv. Local Authority report to their community about their advice to Council and take community views to Council.

Each new Local Authority will receive training at its first meeting on roles and responsibilities, meeting procedures, council responsibilities and separation of powers.

Anyone wishing to make a deputation to a Local Authority must seek permission from the Local Authority's chair person in writing at least 14 days prior to the meeting.

h. Provisional Meeting where quorum not present

In the event that a quorum is not present for a meeting, but the majority of appointed members are present, the members that are in attendance may hold a provisional meeting [Section 13.1 – Guideline 8].

- i. During a provisional meeting, all agenda items may be discussed and minutes must be kept. [Section 13.2 – Guideline 8].
 - ii. Members at the provisional meeting may, by majority vote, make recommendations to the regional council, including Local Authority projects, provided any such recommendation is specifically qualified as being a recommendation of a provisional meeting, rather than the Local Authority. [Section 13.3 – Guideline 8].
 - iii. A provisional meeting may not approve the minutes of a Local Authority meeting but a Local Authority may approve the minutes of a provisional meeting. [Section 13.4 – Guideline 8].
 - iv. A provisional meeting does not have the powers or functions which a council may have delegated to a Local Authority. [Section 13.5 – Guideline 8].
- i. Administrative support and secretariat**

Local Authority meetings are convened by the CEO and the Governance Department will be responsible for coordinating the Local Authority meetings.

Dates for Local Authority meetings shall be set on the beginning of the calendar year. If there are any changes to the scheduled meeting time, members of the Local

Authority must be given at least seven (7) days notice about the re-scheduled date, time and venue for the meeting.

Relevant Community Services Managers or staff under the Community Services Managers will provide administration support as required for creating and distributing agendas, recording minutes and organising meeting venue.

Governance Department will be a central depository and will be responsible for keeping records of Local Authority Members' details, agendas, minutes and attendance.

j. **Community Meetings**

Community meetings can be called at any time. Community meetings are different from Local Authority meetings and these types of meetings will determine their own procedures. Decisions made at these meetings may be used to advise the Local Authority.

k. **Local Authority Member Allowances**

Local Authority member allowance is a sum of money provided to the Local Authority member when member attends a Local Authority Meeting.

West Daly Regional Council will provide Local Authority Member Allowance to the member in a manner that adheres to the *Local Government Act*, *Local Government Regulations* and *Local Government Guideline 8*.

Local Authority Members will be paid at the end of the month on which the meeting occurs.

WDRC Staff attending a Local Authority Meeting, as a Local Authority Member within that staff members normal hours of work, will not be paid a Local Authority Member Allowance. If a meeting is held outside the staff members normal hours of work, that staff member, who is a Local Authority Member, will be entitled to the Local Authority Member Allowance.

REFERENCES

Local Government Act
Local Government Guideline 8 – Regional Councils and Local Authorities.

FURTHER INFORMATION:

Chief Executive Officer.

Approved by:	Council
Approval Date:	13 September 2017
Review Date:	June 2018
Review Authority:	Chief Executive Officer
Applicable to:	All Council employees
Version No:	2

Regional Head Office

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WEST DALY REGIONAL COUNCIL

FOR THE PEPPIMENARTI LOCAL AUTHORITY OF 16 APRIL 2018

Report for Agenda Item No 7

Prepared by **Rebecca Purser, Manager Corporate**

Action Items Update

Purpose

To provide Local Authority Members with an update on LA Projects and financial status.

Background

Currently Peppimenarti has a balance of \$16,554.00 available for the 16/17 financial year that must be committed this financial year under the two year Local Authority Project Funding requirements.

The overall balance for available for the Local Authority is \$42,474.00 which must be committed by 18/19 financial year.

17/18	Balance b/f-14/15	Balance b/f-15/16	Balance b/f-16/17	Income -17/18	Expenses - with Commitments	Balance-15/16	Balance-16/17	Balance-17/18	Total Balance
Palumpa	-	-	46,880	57,050	35,800	-	11,080	57,050	68,130
Peppimenarti	-	7,672	25,935	25,920	17,053	-	16,554	25,920	42,474
Wadeve	-	-	330,801	385,370	261,202	-	69,599	385,370	454,969
	-	7,672	403,616	468,340	314,055	-	97,233	468,340	565,573

Location	Actual	Commitments	Total Actual
300 - Palumpa	(68,130)	0	(68,130)
400 - Peppimenarti	(42,474)	0	(42,474)
700 - Wadeve	(589,838)	134,870	(454,969)

Attached is a schedule of progress on action items for the Local Authority Members to note.

Impact for Council

Information purposes

Recommendation

1. That the Local Authority receives and notes the information regarding the action items update.

Attachments

There are no attachments for this report.

Regional Plan 2017/18 - Priorities highlighted by the Local Authority

Peppinmeadi - Tymirri Ward

- Local roads including culverts
- Footpathway
- Convert council infrastructure for library and aged facilities
- Homelands and outstations roads
- Animal management
- Community bus

Date	Project	Action	Progress	Budget/Approved Amount	Actual Amount	Comments	Completion Date
LA Meeting held 17 July 2017	8ft Slasher to be purchased	3 quotes to be obtained	Currently waiting for Tractor to be repaired and returned. Currently have received one quote. Waiting on two more.	\$20,000.00			
	Walkway	Quotes Sourced - awaiting LA approval 17/4/18 and then Council approval 26/4/18	Graded and cleared the main path. We need bridge section over the top of the wet season water course.				
LA Meeting held 16 October 2017	Pot Holes/Puddles	Pot Holes/Puddles to be filled in	Waiting for holes to dry out				
	Repairs for Lot 14 and 76 (repairs and maintenance)	Kitchen for Lot 14 awaiting installation Kitchen for Lot 76 awaiting installation	Kitchen has been received - Waiting on quotation for installation				
Ordinary Council Meeting held 25 October 2017	Office Space for Mayor and Office Space for CNP Team Leader	RSM to obtain quotes for repairs/Maintenance of identified office spaces for the Mayor and CNP Team Leader noting that any major repairs will require NLC approval.	quotes have been received however due to the amount of the cost of repairs, we may need to look at an SPG. Funding to be sourced.				
	Victims of Crime for Project Funding up to \$10,000.00	Applications for Speed Humps has been submitted to Victims of Crime NT	Expected commencement post wet season				
Local Authority Meeting 6 December 2017	Purchase and installation of two sheltered picnic areas in front of council office	Council approved on 13/12/17	Purchase order raised	\$11,044.00		Awaiting installation	
	Purchase and installation of Solar Light at Emu Point	Council approved on 13/12/17	Purchase order raised	\$6,763.89		Awaiting installation	
	Purchase and installation of one Picnic Bench for the clinic waiting area	Council approved on 13/12/17	Purchase order raised	\$5,455.00		Awaiting installation	



WEST DALY REGIONAL COUNCIL

FOR THE PEPPIMENARTI LOCAL AUTHORITY OF 16 APRIL 2018

Report for Agenda Item No 8

Prepared by **Rebecca Purser, Manager Corporate**

Walkway/Footbridge

Purpose

To seek Local Authority members approval for recommendation to Council for the structural engineering services for the design of walkways and footbridge between the Village and the Shop.

Background

In July 2017 Local Authority Members requested a walkway between the Village and the Shop with the walkway to include an elevated footpath for all season access.



We have now received quotations from suitably qualified engineering companies who are able to provide structural plans for the elevated walkway and estimations on the quantity of materials required to complete the project ("Scoping Study").

Attached are three quotes for the Local Authority to consider. It should be noted that Wadeye Local Authority have also requested a similar footpath and elevated footbridge and the quote attached is for the provision of both sets of plans. It is a suggestion to the Local Authority that the cost for plans be split 50/50 between Wadeye Local Authority and Peppimenarti Local Authority.

Once we have received the relevant plans, we are then in a position to call for Expressions of Interest to qualified contractors who can then build and construct the footpath and elevated footbridge.

Impact for Council

Expenditure of Local Authority funds and compliance with all relevant legislation.

Recommendation

- 1. That the Local Authority recommends to Council that an amount of \$*** be allocated for the Scoping Study for the walkway and elevated footbridge between the Village and the Shop.**

Attachments

- 1 Quote - NT Consulting Engineers
- 2 Quote - Nth Degree Engineers
- 3 Quote - GHD

Town Planning - Structural Engineering - Building Surveying
Civil & Hydraulic Engineering - Asset Management



Consulting Engineers

ABN 73 102 631 186

PO Box 900
COOLALINGA
NT 0839

Email: ntce@westnet.com.au
www.ntconsultingengineers.com.au

Mob: 0427 411 633

25 March 2018

Our ref:

MC: WDC.001

West Daly Council
P.O. Box 3775
DARWIN
NT 0801

Your Ref:

Attention: Ms R. Purser

FEE PROPOSAL

Dear Rebecca,

**Proposed Walkways & Footbridge
Peppimenarti & Wade
Consulting Engineering Fee proposal**

We are pleased to submit our proposal for structural engineering consulting services. Our proposal is based on our conversation on Thursday, 22 March and the email subsequently received from you.

We understand the proposed works comprise bitumen surfaced, gravel walkways on ground, elevated steel framed walkways elsewhere and a 20m footbridge at Wadeye.

Our Fee Proposal seeks to address the following items;

- A fee proposal that provides value for money.
- A locally based engineering team across all disciplines.
- The ability to deliver coordinated design & documentation in a timely manner to meet your works program.

1.0 Scope of Services

N.T. Consulting Engineers will be responsible for the services detailed in the following sections.

Date: 25 March 2018

- 1 -

Our Ref:WDC.001

Town Planning - Structural Engineering - Building Surveying
Civil & Hydraulic Engineering - Asset Management



Consulting Engineers
ABN 73 102 631 186

1.1 Design and Documentation

1.1.1 Structural Engineering Services

- Design & Documentation of Walkways & Footbridge.
- Site visit to Peppimenarti & Wadeye to review location of works.
- Coordination with relevant authorities, client & stakeholders.
- Issue of a *Certificate of Compliance (Design)* in accordance with Section 40 of the *Northern Territory Building Act*.
- Clarification of design documentation as may be required by the contractor during the construction phase.

1.2 Quantity Surveying Services

1.2.1 Bill of Materials

- We propose to provide an estimate of the quantity of materials required to complete this project (*i.e. Concrete, steel, decking, etc*). However, as we do not propose to engage surveyors for this project, the BOM would be indicative only and we would suggest that prospective tenderers would provide a unit rate to allow for variations in the construction of these works. The BOM will be prepared by experienced, qualified & professional engineers who are familiar with the local construction industry. However, it should be noted that N.T. Consulting Engineers does not guarantee that proposals, bids or actual construction costs will not vary from our initial estimate of quantities.

1.3 Exclusions

1.3.1

- We have not allowed to undertake any site survey work.
- Civil engineering (levels, contours).
- We have not allowed to undertake any geotechnical investigation.
- We have not allowed for the design & documentation of the collection & discharge of Site stormwater.
- Preparation of As-Constructed Dwgs.

1.4 Program

1.4.1

- We understand that the project design & documentation will commence immediately following the confirmation of the consultant team for these proposed works.

Date: 25 March 2018

- 2 -

Our Ref:WDC.001

1.5 Deliverables

1.5.1

- At the conclusion of the design and documentation process we will supply the following deliverables:

Structurally certified print set of documents & digital copy

1.6 Professional Fee's

For the Design, Documentation and Certification services listed above we propose a lump sum fee as follows:

Design, Documentation and Structural Engineering Certification

\$13,000 + GST

N.T. Consulting Engineers is registered under goods and services tax (GST) provisions as ABN 73 102 631 186.

Yours faithfully,

Michael Cooper
Structural/Civil Engineer

Michael Cooper
.....

Date: 25 March 2018

- 3 -

Our Ref:WDC.001

Town Planning - Structural Engineering - Building Surveying
Civil & Hydraulic Engineering - Asset Management



Consulting Engineers
ABN 73 102 631 186

It is a condition of our policy and procedures that we obtain written acknowledgment of this offer prior to commencing with the proposed works.

Thank you for the opportunity to offer our services on this project. We hope to work closely with you on this project and look forward to seeing it through to a successful conclusion.

If you wish to discuss our proposal further, please do not hesitate to contact the undersigned.

Yours faithfully,

Michael Cooper
Structural/Civil Engineer

Consulting Engineering Fee Proposal

Project:
Proposed Walkways & Footbridge
Peppimenarti & Wadye
Consulting Engineering Fee proposal

Client Approval

.....
Signed

.....
Name

.....
Date

Date: 25 March 2018

- 4 -

Our Ref:WDC.001



**Proposal
for
Scope Development
Services**

TO



WEST DALY
Regional Council

Dated: Tuesday 20, March 2018

Attention: Rebecca Purser

**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



Nth Degree Engineering Services PTY LTD

ABN: 48 151 905 761

PH: 08 8927 0044

M: 0438 743 473

GPO Box 4266, Darwin, NT 0801

mail@nthdegree.net.au

Nth Degree ©

- * Nth Degree Engineering Services PTY LTD (Nth Degree) has prepared this document for the purpose which is described in the Scope of Works section, and was based on information provided by the client, Nth Degree's understanding of the site conditions, and Nth Degree's experience, having regard to the assumptions that Nth Degree can reasonably be expected to make in accordance with sound professional principles.
- * This document was prepared for the sole use of the party identified within the address header, and that party is the only intended beneficiary of Nth Degree's work.
- * No other party should rely on the document without the prior written consent of Nth Degree, and Nth Degree undertakes no duty to, nor accepts any responsibility to, any third party who may rely upon this document.
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Document Control Page

Revision	Date	Description	Author	Signature
A	15.03.2018	Draft	Nick Gellatley	
B	16.03.2018	Draft Review	Andrew Neville	
0	20.03.2018	Final and Issue	Nick Gellatley Andrew Neville	

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Ref: DWN-18-221_West Daly_Scoping Study_REV_0

Commercial-in-Confidence

Page | 2

**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



Date: Tuesday, 20 March 2018

Our File Ref: DWN-18-221_West Daly_Scoping Study_REV_0

Contact: Nick Gellatley

Attention: Rebecca Purser

**RE: PROPOSAL FOR SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS**

Dear Rebecca,

Nth Degree Engineering Services PTY LTD (Nth Degree) is pleased to provide **West Daly Regional Council** with this proposal in response to your request for proposal provided on Tuesday 13 March 2018 for the provision of scope development services for the provision of shared paths and elevated foot bridges at Wadeye and Peppimenarti communities.

DELIVERY TEAM

Nth Degree is providing qualified and experienced resources with demonstrated technical capacity for delivering infrastructure projects similar in nature to this project including:

- **Nth Degree Project Director:** Andrew Neville is a Certified Practicing Project Director with +20 years' experience in the engineering and project management industries and a proven track record for successful project delivery in meeting client expectations and local standards.
- **Nth Degree Civil Engineer / Project Manager:** Nick Gellatley is a qualified engineer with 10 years' experience in engineering, project management and construction industries and a proven track record for high level delivery in both technical and management capacities.

Please refer to **Appendix B** for CV's of nominated resources.

DELIVERY STRUCTURE

Nth Degree is offering to provide a flexible approach in the delivery of the scope development services in efficiently and effectively in achieving the desired outcomes of the project. Please refer to **Section 6** of our proposal for an overview of our proposed methodology for the delivery our services.

Nth Degree has in-house experienced resources, programming and service delivery structures to ensure our serviceability meet time and quality requirements on all our projects. We have dedicated resources capable and committed to our delivery structure built over the seven years of our operations that provides accurate forecasts and deliverable time expectations.

CLOSING

Should you wish to discuss any parts of the proposal, please do not hesitate to call as I would be happy to revise where necessary.

We are a passionate team focused on supporting cost-effective service delivery. Thank you for giving this proposal your consideration and we look forward to our future involvement with **West Daly Regional Council**.

Yours faithfully

Nick Gellatley
Civil Engineer / Project Manager
Nth Degree Engineering Services PTY LTD

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**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



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1.0 EXECUTIVE SUMMARY

Nth Degree has prepared this document to support **West Daly Regional Council** in the scope development services for the provision of shared paths and elevated foot bridges at Wadeye and Peppimenarti communities.

Nth Degree has locally based project management and engineering capacity required to manage and deliver the technical requirements to meet the overall objectives for this project.

The intention of this document is to develop:

- A strong working relationship with **West Daly Regional Council** through collaborative effort in meeting overall project objectives
- Provide opportunity for knowledge and skill transfer in both technical and management delivery for **West Daly Regional Council**
- Provide transparent initial cost estimates for review and approval by **West Daly Regional Council**

Our proposed scope and related fees consists of:

Stage 1 (\$7,950 Excl GST)

- Clearly define scope and outcomes
- Identify data sets
- Review initial data sets

Stage 2 (\$5,560 Excl GST)

- Definition of project objectives, desired outcomes and constraints
- Identification of proposed actions in addressing design and construction activities that meet project objectives

Please refer to the following document for a further breakdown of our proposed service delivery methodology and deliverables.

**SCOPE DEVELOPMENT SERVICES
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2.0 COMPANY DETAILS

2.1 WHY USE NTH DEGREE?

Nth Degree is a Northern Territory based multi-disciplinary consultancy specialising in project assurance. We have a team of engineers, architectural technicians, civil designers and project managers experienced in the delivery of major infrastructure projects. Through best practice methodologies and proven management techniques we provide comprehensive and customer focused solutions in:

- Engineering
- Project management
- Environmental management
- Building design
- Integrated management systems
- Auditing

We foster collaborative relationships between our internal staff, clients, sponsors, stakeholders and contractors to create a project focused approach and an environment open to innovation and creativity. Face to face conversations are key to project success and are an instrumental part of our delivery. We operate under a strict “No surprises” policy ensuring effective information transfer.

2.2 COMPANY BACKGROUND

Nth Degree is a Darwin based multi-disciplinary engineering consultancy firm. We have served the Northern Territory since 2011, growing out of several professional resource networks.

We are a locally operating consultancy based in the Northern Territory. Though a relatively new company, the experience of our team is extensive. We have delivered major civil projects covering mine infrastructure, new road projects, and road reconstructions, car parks, and major commercial facilities including warehouses, shopping centres, airports, power stations and urban design for subdivision works, for both government and private sector clients.

2.3 INDUSTRY RECOGNITION

Nth Degree is committed to the ongoing development of the Engineering and Project Management industries and maintains active roles within **Engineers Australia** and the **Australian Institute of Project Management**. A few examples of recent recognition for **Nth Degree's** commitment, leadership and performance within the Engineering and Project Management industries have included:

- Australian Institute of Project Management - Project Director of the Year Northern Division 2016
- Engineers Australia – President’s Award Northern Division 2015
- Australian Institute of Project Management - Project Manager of the Year Northern Division 2015
- Australian Institute of Project Management – Presidents Recognition Northern Division 2015
- Australian Institute of Project Management - Project Team Member of the Year Northern Division 2014

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Further to our commitment in our professional fields, **Nth Degree** has also been recognised for its business performance in achieving the **Telstra Business 2017 NT Category Winner**. This demonstrates our capacity and understanding of broader business principles and practices in supporting our recognised professional service delivery through:

- Quality of customer service and experience
- Sound financial practices
- Positive team and working environments
- A continual drive for improvement in our planning and executable practices



Engineers Australia – President's Award Northern Division 2015



Australian Institute of Project Management - Project Manager of the Year Northern Division 2015



Australian Institute of Project Management - Project Director of the Year Northern Division 2016



Australian Institute of Project Management – Presidents Recognition Northern Division 2015

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3.0 NOMINATED PROJECT TEAM AND EXPERIENCE

Nth Degree Certified Practising Project Director, Andrew Neville: Andrew is a Certified Practising Project Director and Lead Quality Auditor (please see below certificates) with 20+ years' experience working in the engineering industry. He has been responsible for the development of Nth Degree's management systems and the training of personnel in the implementation of Nth Degree's procedures and policies.

Andrew has spent 20+ years specialising in major civil projects. The majority of his experience has been in civil design and project management covering major road projects, mine infrastructure, road reconstructions, commercial projects including, warehouses, shopping centres, airports, power stations and urban design for subdivision works.

More recently Andrew has been working for the Department of Infrastructure in a project management capacity in the delivery of building infrastructure works including the Repurposing of the Chan Building, the Bus Shelter Upgrades and the ANZAC Oval upgrade.



Nth Degree Civil Engineer / Project Manager, Nick Gellatley: Through the course of his career, Nick has worked on a range of capital works projects involving civil, building and utility infrastructure. Nick has developed a broad range of experience throughout all phases of project delivery being responsible for deliverables in project management, engineering and construction management capacities.

Graduating from the University of Wollongong in 2008, Nick gained experience as an engineer and project manager within public and private sectors. He has strong appreciation for management practices and documentation having worked on the development and execution of business plans, accredited integrated management systems and project management delivery structure frameworks.

Nick has had considerable experience in developing and implementing integrated management systems and project management plans. In this capacity Nick has developed and demonstrated critical thinking and problem solving skills in engineering, management and construction contexts. He has demonstrated ability in managing approval processes, identifying safety, constructability and environmental risks and interpreting legislative requirements and relevant standards.

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Nth Degree Principal Civil Designer, Scott Laing: Scott is a Principal Drafter and Civil designer with over 12 years' experience working within some major Australian engineering consultancies. This experience has allowed Scott to work on some major landmark projects across Australia. Scott's qualities lie within major civil engineering design, covering major road projects, whole of mine infrastructure, intersection upgrades, residential and industrial sub-division works and all associated services. His technical design skills include the extensive application of advanced computer aided drafting design software.

4.0 BACKGROUND

West Daly Regional Council is undertaking a project that involves the development of two shared paths in the Wadeye and Peppimenarti communities respectively.



Figure 1: Wadeye Shared Path



Map data © 2017, Imagery © 2017, Google

- Section 50 to 150m needs to be elevated/raised up to 1.2mtrs to allow for wet season creek flow
- other sections require resheet a surface of gravel
- Pedestrian & cycle traffic only

Figure 2: Peppimenarti Shared Path

**SCOPE DEVELOPMENT SERVICES
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Nth Degree has been engaged by **West Daly Regional Council** to undertake scope development services in effectively planning for the project execution through design and construction.

5.0 OBJECTIVES

Nth Degree has identified the following objectives for the services offered will be to provide:

- Preparing a scope of works that meets project requirements for:
 - Community outcomes
 - Legislative and policy frameworks
 - Addressing overall constraints including stakeholder, local capacity and technical site considerations

6.0 SCOPE OF WORK

Based on the request for proposal provided on the 13 March 2018 and subsequent conversation on 14 March 2018 held between **Nth Degree**, Nick Gellatley, and **West Daly Regional Council**, Rebecca Purser, **Nth Degree** has developed the following proposed scope of works.

Table 1: Scope of works and desired outcomes

Stage	Description	Desired Outcome
1	Start-Up Meeting via teleconference	<ul style="list-style-type: none"> • Clearly define scope and outcomes • Identify data sets
	Data Collection	<ul style="list-style-type: none"> • Review initial data sets
2	Project Development Report	<ul style="list-style-type: none"> • Definition of project objectives, desired outcomes and constraints • Identification of proposed actions and options in addressing design and construction activities that meet project objectives
3	Site Investigation	<ul style="list-style-type: none"> • Undertake sit investigation works that may include, if required: <ul style="list-style-type: none"> ○ Field assessment ○ Survey ○ Geotechnical Analysis
4	Design and Scope Development	<ul style="list-style-type: none"> • Develop cross sections and lay out plans for footpath and foot bridge structures • Undertake scoping development activities including: <ul style="list-style-type: none"> ○ Definition of legislative, planning, technical and construction requirements ○ Investigation and strategy discussion of procurement and project delivery frameworks ○ Risk assessment of project delivery options <p>To support West Daly Regional Council in preparing project executables that meets the required outcomes.</p>
5	Close Out	<ul style="list-style-type: none"> • Confirmation of delivery of service and achievement of outcomes

**SCOPE DEVELOPMENT SERVICES
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7.0 DELIVERABLES

Nth Degree understands, for the initial scope of works, that the following key deliverables are required by **West Daly Regional Council**:

- Project Development Report

Nth Degree will provide all electronic files submitted to **West Daly Regional Council** in the following format outlined in **Table 2**.

Table 2: Document type and required format

Type of Document	Required Format
Text documents	MS Word or PDF
Spread sheets	MS Excel
Presentations	MS PowerPoint
Maps, figures, photos	jpeg files

Nth Degree will provide the following number of copies of documents to **West Daly Regional Council** as outlined in **Table 3**.

Table 3: Number of Copies of Deliverables Required

Document	Number of Copies
Draft / Final Reports <ul style="list-style-type: none"> • Project Development Report 	1 hard copy and 1 electronic copy sent via email in MS Word or PDF.

8.0 PROJECT SCHEDULE AND TIMEFRAME

The above proposed scope of work and deliverables have been tabled as detailed below in **Table 4** into stages and can be modified to align with **West Daly Regional Council** budget and or timeframe as required.

Table 4: Proposed Activities and Timeframes

Stages	Activities	Proposed Time Frame
1	Start-Up Meeting via teleconference	1 week
	Data Collection	
2	Project Development Report	2 weeks
3	Site Investigation	TBC
4	Design and Scope Development	TBC
5	Close Out	TBC
TOTAL		2-3 weeks

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9.0 PRICE

Nth Degree has the capacity to commence the project upon project award.

This price and timeframe is based on the assumptions and inclusions listed below. A price breakdown is included below within **Table 5**.

Table 5: Price Breakdown

Stages	Activity	Price (\$) Excl GST
1	Project Start-Up	\$3,265
	Data Collection	\$4,685
2	Project Development Report	\$5,560
3	Site Investigation	TBC
4	Design and Scope Development	TBC
5	Close Out	TBC
TOTAL		\$13,510

10.0 FEE CONDITIONS

The Fee Conditions on offer from **Nth Degree** are outlined below:

10.1.1 Disbursements

Nth Degree has not developed a definitive disbursement budget for this project. If any additional services are required a disbursement budget for items will be raised to meet the costs for couriers, plan/report printing, photocopying, communications, data transfer charges, and site travel costs. Costs will be charged in addition to the fees at cost plus 15% to cover handling costs.

10.1.2 GST

The above fees are exclusive of the Goods and Services Tax. The GST is charged at its current rate of 10% of the quoted sums and rates. These fees are only valid for 6 months from the date of appointment.

10.1.3 Fee Assumptions and Inclusions

- **Nth Degree's** price is based on the information provided by **West Daly Regional Council** on 13 March 2018 and subsequent conversation on 14 March 2018. Should the scope of works change, or become more complex than that outlined in the above proposal, then **Nth Degree** reserves the right to review the proposal price.
- **Nth Degree's** price includes the submission of only 1 hard copy of the draft and final documents.
- **Nth Degree** has allowed time to address one set of comments only following the review and comments of the Draft documents. Should more than one set of comments be provided to **Nth Degree**, additional charges would apply.
- In ensuring that technical components for this project are effectively and efficiency scoped, **Nth Degree**, for the initial stage of works, has not made provisions for:
 - Site Survey
 - Geotechnical Site Investigations
 - Hydrological and Hydraulic Analysis
 - Detailed Civil or Structural Design

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- Delays, interruptions, or other circumstances beyond **Nth Degree's** control will not financially disadvantage **Nth Degree**. In the event of such delays occurring, **Nth Degree**, would liaise with **West Daly Regional Council** and agree on a suitable alternative approach before proceeding further.

10.1.4 Validity

This fee submission and the fee estimates contained herein are valid for 30 days from the date of the submission. Should this timeframe expire prior to receipt of a signed client service agreement **Nth Degree** reserves the right to revise the scope, and fees at this time. Lead-time and completion times are valid only at the date of issue and are subject to confirmation upon receipt of the signed client acceptance form.

10.1.5 Fee Payments

Invoices will be issued on milestone and due for payment within 7 days until the completion of the project. Upon acceptance of this proposal to meet cash flow costs for securing resources and project establishment expenses an invoice (\$5,000.00+GST) will be raised and issued to **West Daly Regional Council** for payment within 7 days.

10.1.6 Terms of Proposal

Nth Degree maintains a wide range of insurance cover, including professional indemnity, public liability, workers compensation and motor vehicle insurances. Copies of our professional indemnity, public liability insurance Certificates can be provided.

Nth Degree proposes to undertake this project under the **Nth Degree** standard terms of engagement which can be provided, please refer to **Appendix E**. **Nth Degree** is prepared to negotiate alternate terms of engagement if required.

Our Proposal Acceptance Record will need to be completed, signed and returned to **Nth Degree** should our proposal be acceptable, please refer to **Appendix D**. Awarding the contract to **Nth Degree** via the proposal acceptance record or by letter of engagement, or by purchase order assumes and signifies acceptance of **Nth Degree's** standard terms of engagement unless specifically stated otherwise.

If this offer is accepted, **Nth Degree** agrees to:

- Be bound by the Scope of Services as referred to in **Section 6**.
- This offer is valid (for acceptance) for a period of 90 days.

11.0 THANKYOU

On behalf of **Nth Degree Engineering Services Pty Ltd**, I would like to thank you for the opportunity to provide this proposal to **West Daly Regional Council**. We look forward to establishing a strong and productive relationship on this and future endeavours. Should you have any queries about any aspect of this offer, please don't hesitate to contact me directly on +61 438 743 473.

Yours faithfully,

Andrew Neville
Founding Director
Nth Degree Engineering Services Pty Ltd
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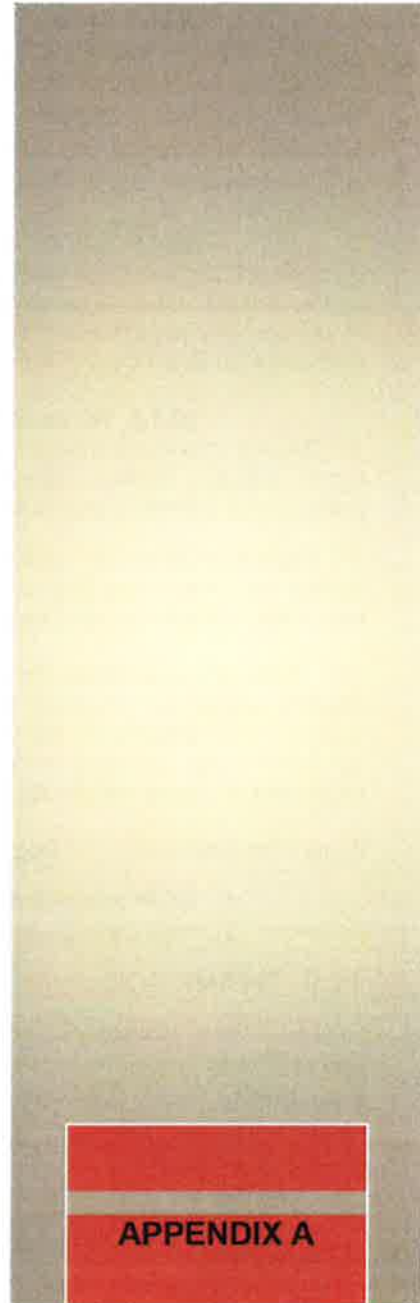
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APPENDIX A
RFP



**SCOPE DEVELOPMENT SERVICES
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Request for proposal for scoping study with drawings for walkway/footbridge in Wadeye and Peppimenarti.

WADEYE	
Distance	Approximately 1.8km
Width	Dual pathway for both pedestrians and bicycle
Longitude/Latitude	14.238578 / 129.513888
Gravel/Concrete/Bitumen or Elevated	Bitumen would be ideal and an elevated foot bridge over the creek (approx. 20mtrs)
	Elevated foot bridge of approx. 20 mtrs needs to be of steel construction with fire resistant material as the walkway flooring
Wet Seasons barriers (if not raised)	Wet Seasons barriers (if not raised)
Solar LED lighting	Yes
Litter Bings	Unable to be emptied so no
Signage (if dual pathway)	Yes

PEPPIMENARTI	
Distance	390mtrs
Width	Dual pathway for both pedestrians and bicycle
Longitude/Latitude	Refer to attached map
Gravel/Concrete/Bitumen or Elevated	During the wet season this is a run-off gully however in the dry season grass fires go through the area The section from 50mtr to 150mtrs needs to be a raised walkway. The elevation is from zero to approximately 1.2 mtrs and back to zero. The remaining 290mtrs needs to be sheeted and compacted with good quality gravel. Council has the equipment to carry out this work.
If raised – timber/recycled plastic/grid mesh/rails	The elevated walkway structure needs to be of steel construction with fire resistant material as the walkway flooring.
Wet Seasons barriers (if not raised)	A gate at each end of the elevated walkway is required to stop the wild horses during the wet season.
Solar LED lighting	The local Peppi corporation already has solar lights for this project and will provide the installation
Litter Bings	No
Signage (if dual pathway)	Signage indicating pedestrian and bicycles only will be required also.

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APPENDIX B

CV's

Nth Degree Engineering Services

Andrew Neville
Nick Gellatley
Scott Laing



**SCOPE DEVELOPMENT SERVICES
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Andrew Neville

UCBEng. Assoc Dip AppScArchitecture. Ad Dip. Project Management. Ad Dip OHS. Dip Quality Auditing.
A.FA.I.M. CPPD. Affil. R.A.I.A. AffillEAust GAICD

Director / Project Director / Engineering Design Manager



PERSONAL SUMMARY

A capable, results orientated general manager with experience in leading high performing teams and successfully increasing efficiency and productivity whilst reducing costs. Ability to keep a level head at all times, nurtures and grows a business and people, evaluates opportunities and risks and also delivers innovative new solutions, whilst building and retaining relationships.

Possessing excellent client and commercial skills and highly successful in defining company direction, achieving goals and optimising business success. Andrew is passionate and focused on supporting cost-effective service delivery to meet the needs of his clients. Andrew focuses on collaboration and is committed to fostering and maintaining effective communication on every project undertaken.

QUALIFICATIONS

Advanced Diploma of OHS completed 2012

Diploma of Quality Auditing completed 2013

Certificate IV in Training and Assessment 2013

UC Bachelor of Engineering (Civil) University of Southern Queensland

Diploma of Project Management Australian Institute of Management completed 2011

Associate Diploma Applied Science Architecture completed 1993

PROFESSIONAL AFFILIATIONS:

Associate Fellow: Australian Institute of Management (AFAIM)

Graduate Member: Australian Institute Company of Directors (GAICD)

Certified Practising Project Director of the Australian Institute of Project Management (CPPD)

Affiliate: Engineers Australia (AffillEAust)

Affiliate Level 2: Royal Australian Institute of Architects (Affiliate RAlA Level 2)

Andrew is the founder and Managing Director of **Nth Degree Engineering Services Pty Ltd (Nth Degree)**, established on 4th July 2011. Andrew's experience within the construction industry is considerable, having spent 20+ years gaining extensive expertise in infrastructure developments. He manages his multi-disciplinary organisation to improve its overall performance through strategic leadership, innovation and effective governance resulting in overall profitability.

The majority of his experience has been in design and project management covering major infrastructure projects, mine infrastructure, road reconstructions, commercial projects including, warehouses, shopping centres, airports, power stations and urban design for subdivision works. His technical design skills include the extensive application of advanced design software.

Andrew has extensive experience in business planning, managing projects and design teams. Andrew draws on his project and program management skills to analyse complex problems/issues to deliver projects on time, within budget and to the clients' satisfaction. Additionally, Andrew has developed himself in the area of risk assessment, ensuring his ability to assess, manage, report and mitigate risks for decision making.

Andrew completed the Australian Institute of Company Directors Course in 2012. Andrew was recently awarded the 2017 NT Telstra Micro Business Category Winner and was a National Finalist.

Andrew is a strategic thinker and brings a wealth of knowledge of infrastructure development, governance and risk management to any team he is involved with. Andrew is passionate and confident that he will bring a high level of energy and drive to make a positive and effective contribution.

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**CERTIFICATES:**

Emerging Leaders' Programme
2008 Winners at Work with Dr. Tim
Baker

4D/12D Model course

AutoCad 2002, 2008

Introduction to Civilcad Version 5.4

Workplace Health and Safety
Induction Certificate

Laboratory Safety Programme

Internal Auditor Training Course

Work Safety in Construction
Industry Certificate 1 of
Construction

2 Day Unsealed Roads certificate
2010

Road Safety and Traffic
Management 2010

3 Day Department of Construction
and Infrastructure Job Evaluation
System 2010

Road Safety Audit Practitioner 2011

Diploma of Civil Construction
Management - Prepare Work Zone
Traffic Management Plan 2011

SAI GLOBAL

- Leading Management Systems Audit Teams
- Management Systems Auditing
- OHS Management Systems
- Participate in quality audits
- Advanced Safety Management

Business Upskills workshop 2012

- Cash flow management
- Strategic Alliances
- Marketing on Line
- Fair Work Legislation
- Tendering Essentials

Project Management Oil & Gas
Industry CDU organised by Total
E&P Australia

MANAGEMENT EXPERIENCE

- Leading business development, business planning, business growth.
- Project management and coordination services on various aspects of infrastructure projects to ensure that project deliverables are coordinated to meet the client's expectations.
- Responsible for leading team cohesiveness and developing a meaningful work environment for employees.
- Providing effective project management to ensure that all projects are delivered on time, within budget and to the client's satisfaction.
- Monitoring the work of staff allocated to specific projects to ensure that technical competence and performance meet requirements for allocated projects.
- A significant contributor to profitability, management and delivery of projects.
- Managing and leading high performing teams.
- Co-ordinating staff on a day to day basis.
- Managing risks associated with project delivery.
- Reporting to peers, senior managers, directors and CEO's when required.

INFRASTRUCTURE / PROJECT EXPERIENCE

- Provided high level technical services, engineering and project coordination, management services on various aspects of infrastructure projects to ensure that project deliverables are coordinated to meet the client's expectations.
- Leading and managing the design and documentation for the pre-construction phase of projects including urban, urban and rural-roadworks, site works, aerodromes, car parks, pedestrian and cycle facilities, tourist and recreation facilities, storm water systems, engineering investigations such as, engineering assessments, existing or proposed intersection analysis, drainage designs, road and roadside safety issues.
- Preparation and planning of projects from initial consultation to council seal of approval. Including the preparation of notification plans for council and liaised with associated consultants.
- Leading and managing preparation of layouts for roadworks, sewer and drainage, specifications, tender documents and contract documents and checking of As Constructed Survey.
- Numerous site inspections, tested road pavements and assisted in providing accurate bulk earthworks calculations and delivered Intersection designs for major civil projects.
- Leading the design and documentation including public presentations of projects.
- Project development reports, project planning and scheduling.
- Ensures that civil projects meet client requirements in terms of time, cost and quality.
- Provide specialist technical advice to client agencies on all phases of design, documentation and delivery of individual Capital Works and Minor New Works projects.
- Actively participating in and contributing to the management of technical aspects of projects.
- Developed and maintained policy and standards for the NTG Road Projects Group on "Best Practices for Public Funded Infrastructure Construction". Conducts complex market research and provide high level advice on standards within the Construction Industry.
- Continues to support and maintain existing staff developments and focusing on current engineering industry practises.
- Develops maintains and manages consultant relations.

SCOPE DEVELOPMENT SERVICES
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Nick Gellatley Civil Engineer / Project Manager



Through the course of his career, Nick has worked on a range of capital works projects involving civil, building and utility infrastructure. Nick has developed a broad range of experience throughout all phases of project delivery being responsible for deliverables in project management, engineering and construction management capacities.

Graduating from the University of Wollongong in 2008, Nick gained experience as an engineer and project manager within public and private sectors. He has strong appreciation for management practices and documentation having worked on the development and execution of business plans, accredited integrated management systems and project management delivery structure frameworks.

QUALIFICATIONS

Bachelors of Engineering
(B Eng. Hons); The University of
Wollongong
Cert IV OHS Management Systems

PROFESSIONAL AFFILIATIONS:

Member: Engineers Australia
(MIEAust)

Associate: Australian Institute of
Project Management (AAIPM)

EXPERIENCE OVERVIEW

Project Manager

- Building project teams from internal, remote and external resources.
- Preparing procurement documentation including; requests for quotations, procurement activity plans and requisition documentation.
- Reviewing, preparing and administering contractual documentation and contracts.
- Developing detailed work breakdown structures and estimating project cost, time, milestone deliverables and budget forecasts.
- Establishing project communication and reporting structures.
- Preparing risk assessments.
- Communicating, coordinating and collaborating with clients, team members, consultants and contractors in achieving project deliverables.
- Managing and reporting overall project deliverables including, scope, time, cost and quality deliverables.
- Reporting and facilitating milestone sign off in line with scope of works and project programme.
- Verifying and tracking project scope changes and reported change impacts on quality, cost and or time.
- Overseeing construction processes in line with relevant legislation, standards and contractual requirements.

Civil Engineer

- Conducting site assessments and preparing technical engineering investigation reports for road and infrastructure assets.
- Road and intersection design, preparing design briefs and design reports (*Austroads Guidelines*).
- Undertaking safety in design assessments.
- Managed construction processes in meeting design standards and specifications (*WSA Code, Ausgrid Network Standards*)
- Working as part of the overall management team coordinating internal resources, suppliers and subcontractors to ensure that competing targets were met
- Developed and maintained a management system accredited to ISO9001 (Quality), AS/NZS 4801 (Safety) and ISO 14001(Environment) for a period of over three years
- Managed pre construction approval processes ensuring start dates were met
- Managed quality recording and documentation for project handover / completion
- Preparing construction cost estimates
- Developing risk assessments
- Preparing sediment erosion control plans
- Preparing traffic management plans
- Preparing Safety, Quality and Environmental Management Plans

**SCOPE DEVELOPMENT SERVICES
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Principal Civil Designer – Scott Laing



Scott is a Principal Drafter and Civil designer with over 12 years' experience working within some major Australian engineering consultancies. This experience has allowed Scott to work on some major landmark projects across Australia. Scott's qualities lie within major civil engineering design, covering major road projects, whole of mine infrastructure, intersection upgrades, residential and industrial sub-division works and all associated services. His technical design skills include the extensive application of advanced computer aided drafting design software.

QUALIFICATIONS

Diploma of Engineering Drafting
Certificate 3 in Computer Aided Drafting

CERTIFICATES:

12d Australia

Intro to 12d – 1 day course
Basic Road Design – 1 day course
Advanced Road Design – 2 day course
Visualisation – 1 day course
Intro to Stormwater Design – 1 day course

Karel CAD Australia

Intro to AutoCAD – 1 day course
Intro to 3d AutoCAD – 1 day course

DETAILED EXPERIENCE:

Principal Civil Design Drafter

Scott's role is developing the civil design from concept phase to detailed design and creating construction documentation for Greenfield and brownfield residential sites. This includes Subdivision design, road alignment design, stormwater pipe network design and sewer design. Scott utilising 12d, AutoCAD, AutoTURN, MapInfo, Autodesk's (Inventor, Viz Studio, Navisworks, 3ds Max) and Adobe Acrobat software to complete the design and documentation packages. Projects include:

- Commonwealth Games Village Gold Coast
- The Sanctuary Residential Estate:

Senior Civil Design Drafter

Scott has worked on some major projects, developing the civil drafting design from concept phase to detailed design and creating construction documentation for mine infrastructure, Road Alignment Design, Highway Diversion, Intersection Layouts, Storage Dam Design, Bulk Earthworks, inc Stockpile sites, MIA, TLO and CHPP Lay down Areas, Drainage Alignments. Scott utilising 12d, AutoCAD, AutoTURN, MapInfo, Autodesk's (Inventor, Viz Studio, Navisworks, 3ds Max) and Adobe Acrobat software to complete the design drafting and documentation packages. Project Include:

- Meteor Downs Coal Project,
- Codrilla Coal Project
- Isaac Plains South Coal Project
- Eagle Downs Coal Project
- United Colliers Downs Coal Project

Civil Design Drafter

Within this time as a design drafter, Scott has worked on all aspects of civil design engineering. On the following projects, Scott has delivered concept, detailed and construction documentation for subdivision, road, rail, earthworks, drainage, portable water and sewer utilising 12d, AutoCAD, AutoTURN, MapInfo, Autodesk's (Inventor, Viz Studio, Navisworks, 3ds Max) and Adobe Acrobat. Project include:

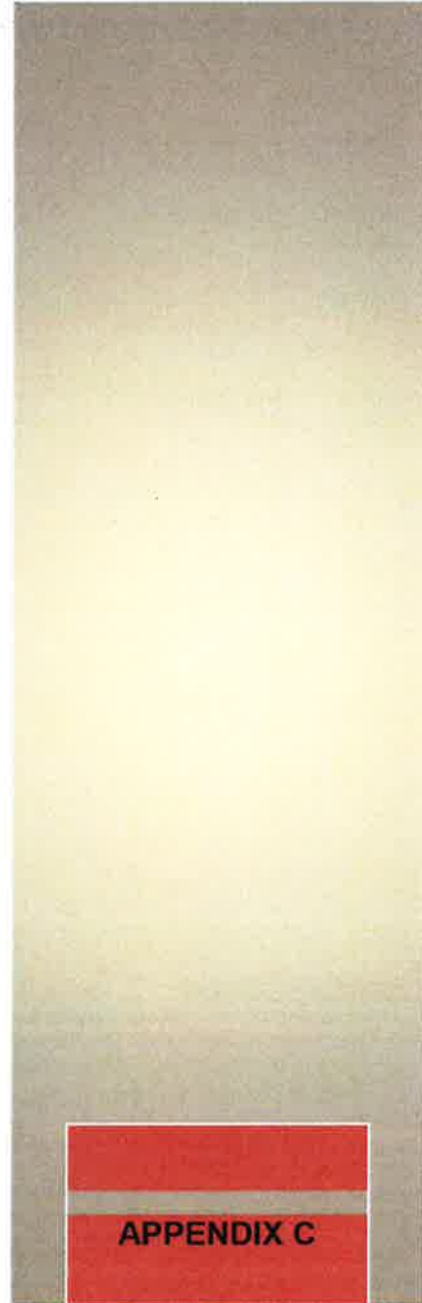
- Cadia East Low Grade Project
- Bluewater Stage 5 and 7B:
- Ipswich Motorway Upgrade Project Dinmore to Goodna:
- CSIRO Stage 2C Rural Residential Subdivision:
- Jilalan Rail upgrade
- Southern Regional Water Pipeline Alliance

**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



APPENDIX C

Completed Project Profiles



SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL



Completed Project Profile



Hodgson River Road Assessment Report – Northern Territory

Client: Department of Infrastructure

Project Period: October 2015

Referee: Neville Muggerridge
Project Manager

CV: \$900,000.00



Image 1: Hodgson River Rd - Site Visit



Image 2: Hodgson River Rd - Site Visit

Project Background

The Department of Infrastructure required engineering services to assess the alignment of the 2km section of the Hodgson River Road. The purpose was to define possible changes in road configuration and signage modifications for the improved safety and performance throughout this section of Hodgson River Road.

Nth Degree provided engineering services to:

- Conducting a site assessment The preparation of a road assessment report detailing:
 - Current Road condition assessing vertical and horizontal geometry
 - Current road alignment and sight distances
 - Drainage features and property accesses
 - Existing speed limit and signage
 - Provide recommendation to improve the current road alignment as per Aust road Guidelines and *DoI* Standards with typical cross section drawings.
 - Provide Speed limit advice along with the signage as per Australian Standards.

Going to the Nth Degree:

- **Nth Degree** successfully completed this project within the two week timeframe requested
- Through on site community engagement, **Nth Degree** identified a potential black spot location for further considering of road improvement strategies

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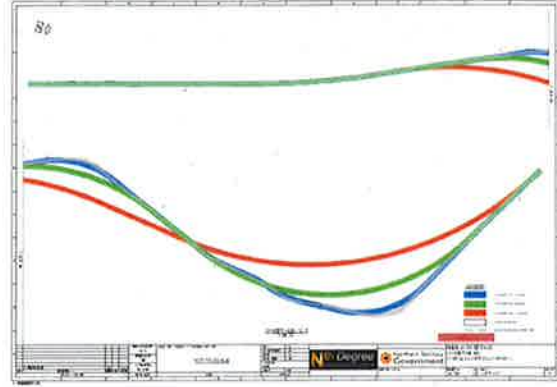
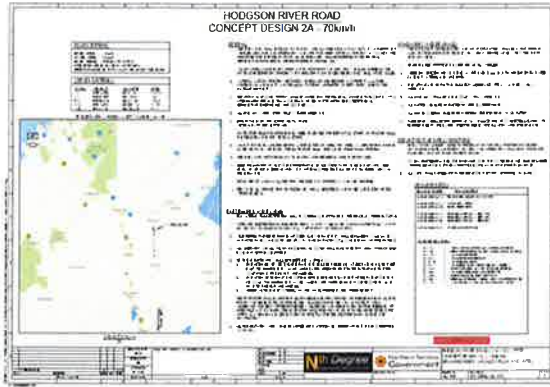
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**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



Completed Project Profile

**Hodgson River Road Concept Option Development
Northern Territory**



Project Background

Client: Department of Infrastructure, Planning and Logistics
Project Period: November – December 2016
Referee: Paul Flanagan, Manager Projects, Road Civil
CV: \$900,000.00

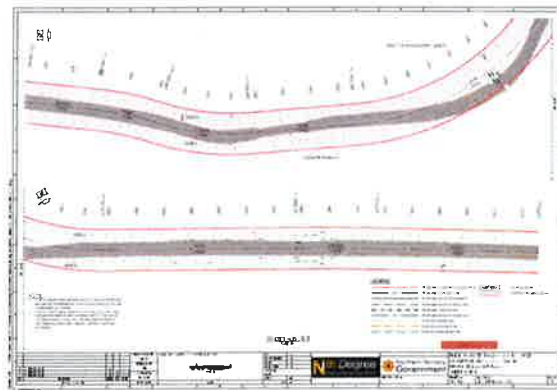
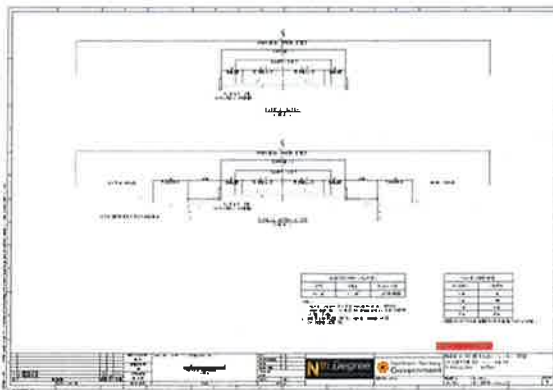
The Department of Infrastructure required engineering services to assess the alignment of the 2km section of the Hodgson River Road. The purpose was to define possible changes in road configuration and signage modifications for the improved safety and performance throughout this section of Hodgson River Road.

Nth Degree provided engineering services to:

- Obtain and review data provided including:
 - o Survey Data
 - o Design Vehicles
 - o Current and future road usage and classification
 - o Maintenance and operability data
- Assess conformance of existing road alignment to Austroads and AS standards
- Identify opportunities for road alignment improvement
- Provide concept layouts for potential road alignment improvements
- Identify potential constructability, future maintenance and site constraint risks associated with concept layouts

Going to the Nth Degree:

- **Nth Degree** successfully completed this project within the project timeframe and budget
- Through on site community engagement, **Nth Degree** identified a potential black spot location for further considering of road improvement strategies



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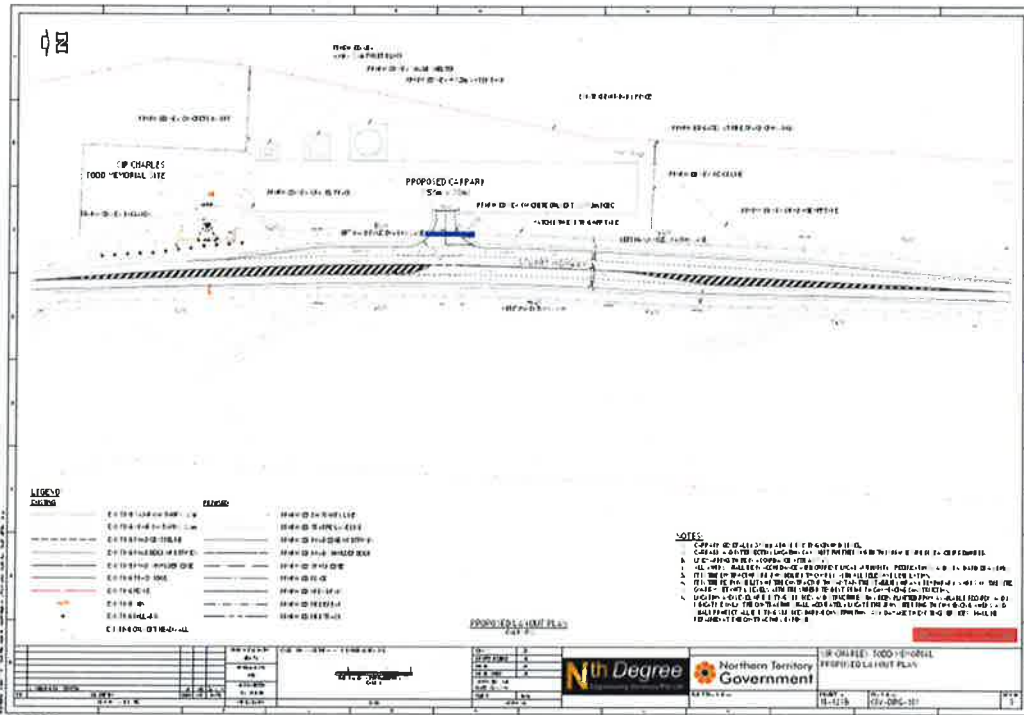
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**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



Completed Project Profile Nth Degree Engineering Services Pty Ltd

Katherine Region: Rest Area Designs – Northern Territory



Project Background

The Department of Infrastructure required engineering services to design rest areas specifically to improve the experience for tourist traveling through the Northern Territory and to have a chance to broaden their knowledge on the history of the area.

Client: Department of Infrastructure
CV: \$3,000,000.00
Project Period: November 2015 – January 2016
Referee: Neville Muggeridge Project Manager

Nth Degree Scope of Service

The design included:

- Deceleration Lane
- Acceleration Lane
- Passing Lane
- 6m road leading in and out of the area including culverts and drains
- Sealed hard stand for vehicles to park on area for parking 150m X 20m
- Location of Environmental toilet unisex
- Shelter Shed with two picnic tables
- 25,000l water tank on a earth ring
- Location of 12 Waste bins and holders
- Walking tract to Memorial and Cairn
- Ring locking fencing around the areas including gates on the fire break and pedestrian gate at the walking tract
- Bollard fencing to protect the Memorial and Cairn.
- Location of signs within the rest area

**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



Completed Project Profile

Bus Shelter Upgrades – Northern Territory

Project Background

The Department of Infrastructure required project management and site supervision services to manage the construction of several bus stop upgrades in order to meet the Department of Transport’s established targets to upgrade all existing bus shelter to meet DDA compliance.

Nth Degree provided project management and site supervision services to:

- Scoping of bus shelter upgrades to meeting DDA compliance
- Establish an agreed program of works and budget
- Manage the construction process throughout the project lifecycle
- Provide up to date milestone and status reporting to client and sponsor



Image 1: Bus shelter prior to landing



Image 2: Landed bus shelter Trower Rd

Client: Department of Infrastructure
Budget: \$500 thousand
Project Period: November 2014 – March 2015
Referee: Arthur Busato
 Manager Projects
 Civil Delivery Darwin
 (08) 8999 4499

Going to the Nth Degree:

Nth Degree successfully managed varying site conditions and constraints to ensure the construction of the new bus shelter to meet DDA compliance

Nth Degree Scope of Services:

Provision of services	Undertake project management and site supervision services on behalf of the Superintendent. This included full project control from inception to close off.
Delivery of core- elements of the project.	Delivery of bus shelters to meet DDA compliance standards.
Manage Project Budget.	Establish a works program within budgetary constraints. Accurate and timely reporting of project budget status throughout the project lifecycle.
Manage Project Scope.	Accurate development of project scope in accordance with DDA compliance requirements. Provision of informative advice to client to assist in scope management decisions.
Manage Project Time.	Accurate development of project GANTT charts and timelines in accordance with the established and agreed program.
Ensure compliance of works with all relevant standards	Inspect documentation and works to record any non-compliance and action resolution of non-compliance.
Procedures and records	Project files managed and maintained to DoI Standards and procedures

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SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
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APPENDIX D

Proposal Acceptance Record



**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



PROPOSAL ACCEPTANCE RECORD

Client: **West Daly Regional Council**

Address: 1/70 Cavenagh Street, Darwin 0800

Client Representative: **Rebecca Purser**

Phone No: 0427 870 965

E-mail: rebecca.purser@westdaly.nt.gov.au

Project No: **DWN-18-221**

Proposal Date: **20 March 2018 Fees: \$13,510.00**

Services - Proposal Description: **Project Development Services**

Commencement Date: **April / May 2018**

Term of project: **2-3 Weeks (TBC)**

Special Conditions: **N/A**

Public Liability Insurance Cover **\$10 million**

Professional Indemnity Insurance Cover **\$1 million**

Limit of Liability: **\$1 million**

Payment Terms: **Milestone**

Nth Degree authorised representative: **Andrew Neville**

Signature of authorised representative: _____

Client's Authorised Representative Name: _____

Signature: _____

Order No.: _____

Other Reference: _____

The signature of the client representative signifies acceptance of **Nth Degree's** Standard Terms of Engagement and approval to conduct work as described. Please return the signed form to your **Nth Degree** contact prior to work commencing. If you instruct or permit **Nth Degree** to commence work or the provision of the services prior to signing and returning this Proposal Acceptance Record, you are deemed to have accepted **Nth Degree's** Proposal on the terms set out in this Proposal Acceptance Record and **Nth Degree's** Standard Terms of Engagement

Please return to: Andrew Neville via email at aen@nthdegree.net.au

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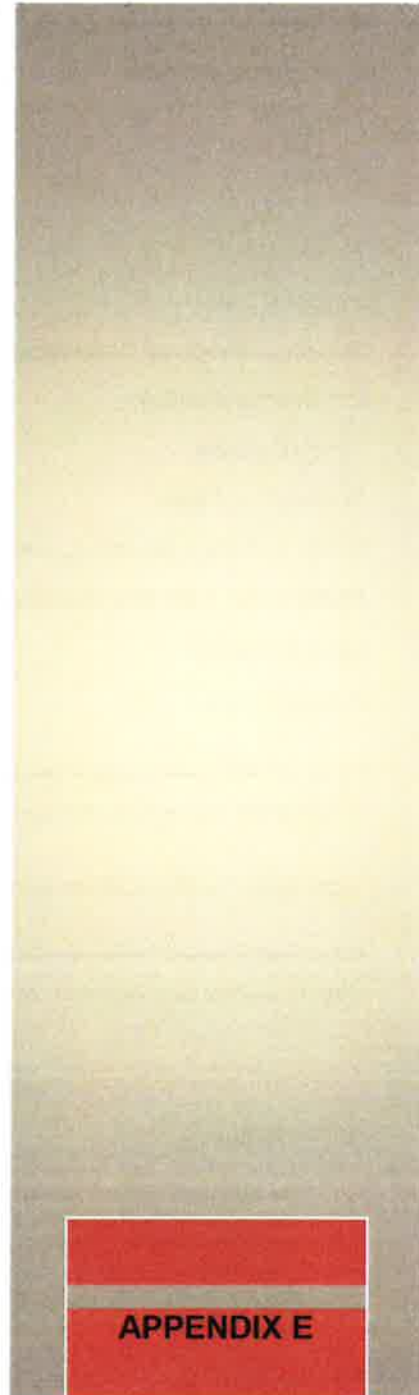
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**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
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APPENDIX E

Standard Terms of Engagement



**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



Standard Terms of Engagement

RECITALS

A. **Nth Degree Engineering Services PTY LTD** (**Nth Degree**) ABN 48 151 905 761 has been requested to provide the Services described to the Client in the Proposal Acceptance Record ("the Client")

B. **Nth Degree** has agreed to provide the Services to the Client on the terms and conditions set out in this Agreement.

OPERATIVE CLAUSES

1. Definitions

1.1. Definitions

"**Agreement**" means these Terms of Engagement, the Proposal Acceptance Record and the Special Conditions, if any.

"**Business Day**" means a day on which trading banks are open for business in Sydney excluding a Saturday, Sunday or public holiday.

"**Claims**" means claims, demands, debts, accounts, actions, expenses, costs, liens, legal fees and costs, liabilities and proceedings of any nature whatsoever (whether known or unknown).

"**Commencement Date**" means the date set out in the Proposal Acceptance Record.

"**Confidential Information**" means all information relating to a party, its business, employees or suppliers which is or might reasonably be considered by the other party to be confidential and which is not in the public domain, including all financial data, business plans, unpublished financial accounts, data and reports, supply lists and information relating to the businesses of a party's suppliers, but does not include information which is or becomes public knowledge other than by a breach of this Agreement.

"**Dispute**" means a dispute arising out of or relating to this Agreement including a dispute as to breach or termination of this Agreement or as to any claim in tort, in equity or pursuant to any statute.

"**Fees**" means the fees set out in the Proposal Acceptance Record.

"**GST**" means a tax imposed under GST Law.

"**GST Law**" means "GST Law" as defined in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999.

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"**Insolvency Event**" means a party becomes subject to external administration within the meaning of Chapter 5 of the Corporations Act 2001.

"**Intellectual Property Rights**" include all rights in the nature of ownership created, or able to be created, under or by copyright, design registration, patent registration, trade mark registration, obligations of confidentiality and all other rights in intangible property, including rights of present and future intangible property and rights in information granted by law or equity from time to time under the law of any jurisdiction throughout the world.

"**Law**" includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether State, Federal or otherwise.

"**Proposal Acceptance Record**" means the Proposal Acceptance Record provided by **Nth Degree** to you;

"**Services**" means the services set out in the Proposal Acceptance Record.

"**Special Conditions**" means the special conditions set out in the Proposal Acceptance Record.

"**Term**" means the period set out in the Proposal Acceptance Record and any extension of the Term in accordance with clause 2.2.

2. Engagement and Extension

2.1. The Client engages **Nth Degree** on and from the Commencement Date to provide the Services to the Client for the Term in accordance with this Agreement and subject to any Special Conditions.

2.2. The parties may by written agreement extend the Term. The extended Term is governed by this Agreement unless otherwise agreed between the parties.

3. **Nth Degree's Obligations**

3.1. Professional standard of care

Nth Degree must perform the Services in a diligent manner, to the standard of skill and care expected of a consultant experienced in the provision of the Services and in accordance with this Agreement.

3.2. Knowledge of requirements of the Client

Nth Degree will use reasonable efforts to inform itself of the requirements of the Client and must regularly consult with the Client during the performance of the Services.

3.2. Timely provision of Services

Nth Degree will perform the Services expeditiously and in accordance with any program agreed from time to time between the Client and **Nth Degree**.

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**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
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3.3. Client's materials

Nth Degree will protect and keep safe and secure all documentation and other materials provided by the Client to **Nth Degree**. On discharge of this Agreement by performance or termination, and if requested by the Client, **Nth Degree** will return to the Client such documentation and materials. **Nth Degree** may keep a bona-fide copy of such documents and materials (including any Confidential Information disclosed to it by the Client) for its records to the extent necessary to comply with any statutory requirements or to maintain its compliance with its quality assurance system, subject always to the requirements of Clause 3.5.

3.5. Confidentiality

Each party will keep confidential all Confidential Information disclosed to it by the other party. Each party must only use any Confidential Information disclosed to it for the purposes of this Agreement.

3.6. Personnel

Nth Degree must ensure all personnel engaged by it in connection with the Services are appropriately qualified, competent and experienced in the provision of the Services

3.7. Relationship with the Client

The relationship between **Nth Degree** and the Client is that of independent contractor and principal. Neither **Nth Degree** nor the Client has (and must not represent that it has) any right to bind the other, or to assume or create any obligation or responsibility on behalf of the other or in the other's name. Nothing in this Agreement is to be construed as constituting **Nth Degree** and the Client as partners, or as creating the relationship of employer and employee between **Nth Degree** and the Client or between any employee of **Nth Degree** and the Client.

4. Client's Obligations

4.1. Provide information

The Client will as soon as practicable or as required by this Agreement:

- a) Make available to **Nth Degree** all relevant instructions, information, documents and any other material and particulars; and
- b) Answer queries made by **Nth Degree**, relating to the Client's requirements in connection with this Agreement.

4.2. Appoint a representative

The representative of the Client named in the Proposal Acceptance Record, or any other person the Client expressly authorises, will act as the Client's representative and will have authority to act on behalf of the Client for all purposes in connection with this Agreement and to bind the Client in

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respect of any matters arising in connection with the Services.

4.3. Acknowledgement

The Client acknowledges:

- a) **Nth Degree** is to provide the Services solely for the benefit of the Client; and
- b) Only the Client is entitled to rely on the Services or any documentation produced in the course of providing the Services and any third party who does rely on the Services or that documentation does so at its own risk.

5. Intellectual Property Rights

Except as expressly provided in this Agreement, **Nth Degree** owns all Intellectual Property Rights in all material created by **Nth Degree** in performing the Services.

6. Fees and Payment

6.1. Fees

Nth Degree will charge the Client the Fees for the Services or such other amount as may be agreed between the parties from time to time. The Fees are exclusive of GST.

6.2. Payment

- a) **Nth Degree** will deliver its invoices for the Services provided by it to the Client during each week of the Term ("the Invoiced Services")
- b) The Client will pay **Nth Degree** for the Invoiced Services within the time specified in the Proposal Acceptance Record, and if no such time is specified, within 7 days of receipt of the invoices.

6.3. Effect of payment

Payment, in part or in total, of the Fees constitutes acceptance by the Client of the Services.

7. Insurance

7.1. Insurance

Nth Degree must take out and maintain during the Term:

- a) public liability insurance of the amount set out in the Proposal Acceptance Record;
- b) professional indemnity insurance of the amount set out in the Proposal Acceptance Record and for a period of 3 years following the Term subject to its continuing availability at reasonable cost; and

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**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
WEST DALY REGIONAL COUNCIL**



7.2. Indemnity

The Client indemnifies the Consultant against any Claim arising out of or in connection with this Agreement, the Services and/or the project made or incurred by:

- a) the Client that are in excess of the Consultant's limit of liability detailed in clause 7.4; and
- b) by any third party.

7.3. The Client's liability to indemnify **Nth Degree** is reduced proportionally to the extent an act or omission of **Nth Degree**, its employees, agents or other contractors may have contributed to the injury, death, damage or loss.

7.4. Limit of liability

Notwithstanding anything to the contrary elsewhere in the Agreement (but only to the extent permitted by law), the Consultant's liability to the Client arising out of or in connection with the Agreement, the project or the performance or non-performance of the Services, whether under the law of contract, tort, breach of statutory duty or otherwise:

- a) shall be limited to monetary limit of liability as stated in the Proposal Acceptance Record, and if no limit is stated therein, to the amount of the Fees; and
- b) shall expire one year from cessation of the Term or termination of the Agreement, whichever occurs first in time, and the Consultant shall be released for all time from such liability.

7.5. Indirect liability

Notwithstanding any provision to the contrary (but only the extent permitted by law) neither party nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or other Contractors of any of the foregoing will be liable to the other for or in relation to:

- a) any indirect or consequential loss, liability or damage;
- b) loss of use of property;
- c) loss of actual or anticipated revenue, income or profits or any other form of economic loss;
- d) loss of opportunity or productivity;
- e) loss by reason of interruption, shut down or non-operation;
- f) loss by reason of increased capital or financing costs;
- g) loss by reason of increased operational costs;
- h) loss by reason of increased costs of borrowing;

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i) special damages, howsoever arising and notwithstanding any knowledge, awareness, expectation, representation, reliance or dependency on the part of either party at the time of entry into this Agreement, under or in connection with it; or

j) exemplary or punitive damages.

8. Records

8.1. Maintain Records

Nth Degree must keep proper accounts, records (including information stored by computer and other devices) and time sheets in accordance with accounting principles generally applied in commercial practice in respect of the Services and its Fees.

8.2. Access to Records

Nth Degree must, within a reasonable time of any request, give the Client access to, or verified copies if, any information which may be reasonably required to enable any claim for payment by **Nth Degree** for the Invoiced Services to be substantiated.

9. Termination

9.1. Termination by the Client If **Nth Degree**:

- a) suffers an Insolvency Event;
- b) fails to carry out the Services with due diligence and competence;
- c) without reasonable cause suspends the carrying out of the Services, or
- d) commits a substantial breach of this Agreement, the Client may:
- e) in the case of the default specified in clause 9.1(a), immediately terminate this Agreement by written notice addressed to **Nth Degree**; and
- f) in the case of any other specified default, terminate this Agreement by written notice addressed to **Nth Degree** if **Nth Degree** fails to remedy the default within 14 days from the date of service of a notice by the Client on **Nth Degree** specifying the relevant default.

9.2. Termination by **Nth Degree**

If the Client:

- a) suffers an Insolvency Event;
- b) fails to pay **Nth Degree** in accordance with this Agreement; or
- c) commits a substantial breach of this Agreement, **Nth Degree** may:

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**SCOPE DEVELOPMENT SERVICES
WADEYE AND PEPPIMENARTI SHARED PATHS
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d) in the case of the default specified in clause 9.2(a), immediately terminate this Agreement by written notice addressed to the Client; and

e) in the case of any other specified default, terminate this Agreement by written notice addressed to the Client if the Client fails to remedy the default within 14 days from the date of service of a notice by **Nth Degree** on the Client specifying the relevant default.

9.3. Effect of Termination

Termination of this Agreement by either party is without prejudice to any accrued rights or remedies of each party and does not release the other from liability in respect of any breach of, or non-performance of, any obligation under this Agreement.

9.4. Adjustment of Fees on Termination

On termination of this Agreement under clauses 9.1 or 9.2 the Client will pay **Nth Degree** for the Services performed by **Nth Degree** up to the date of termination.

10. Notices

10.1. Address for Notices

A notice, request, consent or other communication ("communication") to be given by a party under this Agreement must be in writing addressed in accordance with the particulars for that party given in this Agreement or to another address for a party as may be notified in writing by that party.

10.2. Receipt of Notices

A communication must be delivered by hand or pre-paid post, or sent by facsimile. A communication will be deemed to be received:

- a) if hand delivered, on the next following Business Day;
- b) if posted, on the second Business Day after posting; or
- c) if sent by facsimile, on the next following Business Day unless the receiving party has requested retransmission before the end of that Business Day.

11. General

11.1. Assignment

A party must not assign, or permit a third party to obtain the benefit of, its rights and interests under this Agreement except with the prior written consent of the other party.

11.2. Supply of necessary equipment and facilities

The Client is to provide during the term of the appointment;

- (a) suitable premises from which to conduct the services and shall ensure that such premises comply with all applicable occupation health and safety standards and laws;
- (b) suitable computer hardware and software with which to conduct the services and maintain such computer hardware and software in proper working order and condition;
- (c) other office equipment including but not limited to telephone, email access and facsimile services;
- (d) a motor vehicle or motor vehicles suitable to provide the services and shall maintain the motor vehicle in good working order and condition.

11.3. Further Acts

A party must do everything necessary or desirable to enable the other party to observe and perform its covenants and obligations under this Agreement.

11.4. Governing Law

This Agreement will be governed by the law in force in Northern Territory and the parties submit to the non-exclusive jurisdiction of the courts of that Territory.

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11 April 2018

Rebecca Purser
Manager Corporate
West Daly Regional Council
1/70 Cavenagh Street
Darwin NT 0801

Our ref: 430902959-43545
Your ref:

Dear Rebecca,

Wadeye and Peppimenarti - Dual pathway for both pedestrians and bicycle GHD Submission

GHD Pty Ltd (GHD) is pleased to provide this proposal to West Daly Regional Council (WDRC) for engineering services to undertake the detailed design, documentation and cost estimate work for the shared paths at both Wadeye and Peppimenarti.

We look forward to the opportunity to work with you to successfully deliver this project. This letter outlines our fees, program, team and methodology for the scope of works set out below.

1 Project Understanding

WDRC requires engineering services to investigate the existing conditions and provide detailed design documentation and cost estimate work for the dual pathway 'shared paths' at both Wadeye and Peppimenarti.

WDRC requires that the shared paths cater for both pedestrians and bicycle traffic. Both paths will require an elevated walkway, to ensure trafficability during the wet season. The elevated walkway framing is to be made of steel with fire resistant material flooring.

GHD will work with the council to ensure an economical and practical solution is achieved.

2 GHD's Methodology

2.1 Investigations

Desktop Review

- Review existing data and information including topographic survey available online and any other relevant details.
- Review and analyse the geotechnical and survey reports and investigate existing conditions. Based on the SLAP plans for the communities, it appears that existing services will not be a major hindrance to the works, however this will be further considered using DBYD data.

GHD Site Inspection

- Observe the surrounding landform and confirm extent of elevated walkway, alignment of path and observe any indication of historical flood levels. Consider existing condition of the site including evidence of low points and inundation.
- Discussion with the WDRC Project Manager or similar staff with understanding of project regarding current conditions and requirements.

Survey Investigation

- On commencement, the engineering survey will be undertaken by sub-consultant AAM following briefing and confirmation of requirements.

Geotechnical Investigation

- The geotechnical investigation will commence following onsite briefing and confirmation of testing locations and requirements. GHD's sub-consultant Douglas Partners will undertake the field investigations.

2.2 Shared Path Detailed Design

Following the investigation and consultation with WDRC the detailed design, tender documentation, specification and cost estimate of the works will be undertaken to enable construction. The following will be considered as part of the detailed design and associated documentation package.

Civil Design

- Appropriate gradients or crossfall for water shedding from the path.
- Design of path pavement
- Appropriate signage where required
- Consideration of alignment

Structural Design

GHD will conduct the structural design of the elevated walkway including:

- Assessment of the flood levels to enable calculation of hydrostatic and debris loads. This will be based on information provided by WARC. No allowance has been made for flood modelling.
- Structural analysis and design of elevated walkways. We have assumed that the elevation of the elevated walkways will not exceed 1.2m. The recommended structural design will be provided at 50% stage for confirmation to detail.
- Floor material selection and specification for fire resistance.
- Foundation design, using design parameters obtained from the geotechnical report. Detailed geotechnical information is currently not available for both sites. We have assumed that the geotechnical conditions are similar at both sites and the same foundation design can be adopted to both sites.
- Structural design of approach slab and walls (on either side of elevated walkways)

Lighting Design

It is noted that WDRC require lighting equipment already in possession by the local Peppimenarti Corporation to be used in the design. Electrical detailed design and specification will incorporate the proprietary LED product proposed by the WDRC, if all relevant electrical and lighting standards can be met. GHD assumes that WDRC require for consistency the same proprietary LED product in Wadeye as that proposed for Peppimenarti.

It is assumed all necessary data and property information for the proposed LED product will be made available to GHD, as necessary for development of the lighting design and specification.

Documentation

- Cost estimates by qualified surveyor at the 50% design stage and pre tender stage.
- Safety in Design Assessment for the designs at the pre tender stage.
- Technical specification as notes on drawings for tender phase

3 Deliverables

The following deliverables will be provided:

- Detailed design drawings layout and cross section drawings for shared path pavement, elevated walkway, signage and lighting. Suitable for construction. (50% design stage and pre tender)
- Specification (pre tender)
- Safety in Design Assessment (pre tender)
- Cost Estimate (50% design stage and pre tender)
- Section 40 for elevated walkway (if required by client)
- Survey Report
- Geotechnical Investigation Report

4 Project Team

Terri Layman – Technical Director Project Manager / Project Director

Terri has over 30 years of engineering experience in the design office, on site and project/program management. Her experience includes working on or directly managing projects throughout the Northern Territory on both urban and rural projects, including large remote community projects.

As GHD's Project Director, Terri will provide input into the detailed design as well as undertake technical review of the design and project deliverables.

Priyanka D'Souza –Civil Engineer / Project Manager

Priyanka is a Darwin local has been with GHD for 2.5 years. Prior to working with GHD, she was part of a scholarship group at the Department of Infrastructure (Now Department of Infrastructure, Planning and Logistics) which comprised of numerous vacation work placements at the department over her degree. Priyanka completed her bachelor degree at Charles Darwin University NT with second class honours. She is also the recipient of the Engineers Australia Ambassador Award for Outstanding Commitment to the promotion of engineering (2015) and is the Secretary for Young Engineers Australia NT Division (2018).

As GHD's Project Manager, Priyanka will be responsible for managing the team to comply with technical requirements, internal GHD QA procedures, program deadlines and client liaison.

Priyanka will undertake the pavement path design, working with Terri.

Alex Gouveia – Senior Civil and Structural Designer

Alex is a Senior Civil and Structural Engineer with over 16 years' experience of working in civil and structural consultancy across a wide range of sectors including commercial, industrial, leisure, residential, health and education. Alex joined GHD in 2013 and recently relocated to the Northern Territory Office from the UK.

Alex will carry out the structural design work required for this job.

Andrew O'Keeffe – Senior Electrical Engineer

Andrew has over 10 years' experience in the power systems and industrial electrical areas. Andrew's engineering experience includes designs for low voltage industrial installations, including pump stations, materials handling and water treatment facilities, as well as condition assessments, system documentation, electrical master plans, and design for high voltage distribution systems. Experience in design of high voltage systems includes specification of equipment, design of substation automation systems, power system studies, protection studies and earthing studies.

Andrew will manage the electrical/ lighting design and specification for the works.

All CVs for the nominated project team can be provided on request.

5 Program

Table 1 Fee Estimate

Milestone	Delivery Date/ Timeframe
Project Award and kickoff meeting	Wed 18 April 2018
GHD Site inspection	<i>Within 1 week of award</i>
Geotechnical and Surveyor site visits and analysis	<i>4 weeks (approx.)</i>
50% detailed design, tender documentation, specification, cost estimate, internal reviews	<i>3 weeks (from receipt of Survey and Geotechnical reports)</i>
Council review	1 week
Submission of final detailed design, tender documentation, specification and cost estimate.	<i>3 week (from receipt of CDRC comments)</i>

6 Fees

Table 2 Fee Estimate

Task	Price (excl. GST)
GHD Fees	
Investigation	\$2,237.00
Detailed Design and specification - Civil	\$11,994.00
Detailed Design and specification - Structural	\$19,115.00
Detailed Design and specification - Electrical	\$12,175.00
Safety in Design Assessment	\$984.00
Sub Total	\$46,505.00
Disbursements	
Survey Consultant (incl. travel)	\$8,825.00

Task	Price (excl. GST)
Geotechnical Consultant (incl travel)	\$13,463.00
Quantity Surveyor	\$2,600.00
Charter Flight for GHD Site Inspection	\$2,990.00
Sub Total	\$27,878.00
Total	\$74,383.00

7 Information Requirements, Assumptions and Exclusions

Our offer is based on the following:

- No allowance for 3D modelling or flood modelling. Levels will be based on historical data and/or flood lines in SLAP maps.
- Council will liaise with relevant stakeholders regarding access to the shared path corridor for investigations.
- The path design is limited to pedestrian and bicycle traffic only. Traffic data estimates will be provided by WARC.
- It is assumed that Project Manager from WDRC or similar staff with understanding of project will be available to meet the GHD inspector at the site for discussion and escort to the site. It is assumed transport will be provided.
- The works exclude any GPR or potholing. SLAP maps and DBYD data will be considered for assessment of existing services.
- It is assumed that the elevated walkway will be a simple structure, consisting of 'off the shelf' handrailing and grating (i.e. Webforge Monowills or similar). Architectural details are not included.
- No allowance has been made to obtain environmental, heritage or development approvals from Local Government, State Government or Federal Government Departments. It is assumed that this has been organised by WDRC.
- No allowance has been made for borrow pit approvals or identification of construction sources and associated investigation.
- It is assumed that no on-site delays will be experienced due to unscheduled Traditional Owner activities. Enquiries shall be made prior to any mobilisation.
- Geotechnical and Survey costs assume that vehicle access to the communities by road will be possible, including major river crossings.

8 Terms of Engagement

This project will be executed under the GHD's Standard Consultancy Agreement, provided in Appendix A for your reference. Acceptance of our offer would be via signed execution of the agreement by an authorised representative of WDRC.

9 Further Information

We would be pleased to provide further information on request such as examples of past projects or information about GHD in the Territory to supplement our submission.

Thank you for the opportunity to provide a quotation for this project. We trust this proposal meets your satisfaction and look forward to working with you. If you have any questions, please do not hesitate to contact us.

Sincerely
GHD



Natalie Fries

Transport, Water & Buildings Service Group Manager
+61 8 8982 0102

Appendix A
GHD Consultancy Agreement



GHD CONSULTANCY AGREEMENT



Consultancy Agreement Details

General details

Relevant clause

2	GHD's Project Director is	Natalie Fries
8	The agreed time for payment is	15 calendar days
30	The project is	Wadeye and Peppimenarti - Dual pathway for both pedestrians and bicycle
30	"you" and "the client" means	West Daly Regional Council (WDRC) ABN: 25 966 579 574 ACN:
30	"we" and "GHD" means	GHD Pty Ltd ABN: 39 008 488 373

This agreement incorporates and is varied by special conditions set out in the attached documents as described below.

Special conditions

N/A

Fees

As defined in GHD's proposal dated: 11 April 2018

Services

As defined in GHD's proposal dated: 11 April 2018

Hourly rates and disbursements

Variations will be undertaken by prior agreement between both parties

Executed on behalf of)
 GHD) _____
) (Signature) (Print Name) (Date)

Executed on behalf of)
 The Client) _____
) (Signature) (Print Name) (Date)



Services

1. We will undertake the services in accordance with the agreement and using due skill, care and diligence.
2. Any questions you have in relation to our services can be directed to our Project Director.
3. You will ensure that you and your employees, agents and contractors:
 - (a) cooperate with us; and
 - (b) do not interfere with or delay the services.

Information and documents

4. To help us understand your requirements in connection with the services and the project, you will:
 - (a) tell us any specific requirements you have;
 - (b) provide any information and documents we ask you to provide;
 - (c) answer any questions we ask you; and
 - (d) provide in writing any comments you (or your employees, agents or contractors) have on any document on which we ask for your comments.
5. You confirm that information you (or your employees, agents or contractors) provide to us is complete and accurate. You understand that we will not check, and we do not accept any liability in connection with, any information you provide to us unless checking that information is part of the services.

Payment

6. You will pay the fees, other amounts payable under the agreement and applicable tax in accordance with the procedure detailed below.
7. We will invoice you for the fees relating to the services undertaken, and other amounts due under the agreement, during the period covered by the invoice.
8. Within the agreed time for payment set out in the agreement details (or otherwise, 14 days) after we send you an invoice, you will pay the invoice in full and without set off, deduction, counterclaim or withholding. If we ask you to do so, you will pay our final invoice in full and without set off, deduction, counterclaim or withholding before we deliver the final version of our reports or other documents.
9. If you fail to pay any amount due under the agreement in full by the date due:
 - (a) you will pay interest at the rate of 1.5% per month on all overdue amounts, including unpaid interest, accruing daily until the amount is paid in full; and
 - (b) we may keep any documents we have prepared in connection with the services and:
 - (i) stop undertaking the services; or
 - (ii) end the agreement by giving you written notice.

10. You will pay for any additional services we undertake, and any liability, cost or expense we incur, if:
 - (a) the scope or timing of the services or project change;
 - (b) any information you (or your employees, agents or contractors) provide to us is not complete and accurate;
 - (c) part or all of the services are delayed or suspended (other than as a result of our breach of the agreement);
 - (d) during or after completion of the services, we or any of our employees are required to give evidence before, or provide any information to, a court or other competent authority;
 - (e) you fail to pay an amount due under the agreement; or
 - (f) you end the agreement before we have completed the services.
11. All amounts in the agreement and other documents we give you that relate to the fees or amounts payable under the agreement are exclusive of GST, VAT or other applicable service tax unless expressly included.
12. The amount you will pay for any additional services will be the amount we agree with you (or otherwise, the amount calculated by multiplying the number of hours our employees spend undertaking the additional services by the hourly rates and any amount due to our subconsultants or subcontractors plus 12.5%). We may ask you to confirm in writing that you will pay for any additional services, in which case, we are not required to commence the relevant additional services until we receive your written confirmation.

Insurance

13. We will maintain professional indemnity and public liability insurance. We will give you certificates of currency if you ask us for them at any time before we complete the services.

Liability

14. To the maximum extent permitted by law, any liability we have to you is limited (in the aggregate) to the lesser of AUD 2 million or five times the fees paid under the agreement, and you release us from any further liability. We will not be liable to you for any consequential losses.
15. To the extent that we are not permitted by law to limit our liability as detailed in the previous clause, any liability we have to you is limited to re-supplying the services.
16. On the date that is one year after the date we send you our final invoice for the services, you release us and our servants, employees, agents and subconsultants from all liability. For the purposes of this clause, we contract on our own behalf and also on behalf of each of our servants, employees, agents and subconsultants.

Intellectual property

17. We own all intellectual property arising from or in connection with the services. We grant you a royalty free licence to use our intellectual property for the purposes of the project.



Confidentiality, documents and information

18. All information a party provides is confidential and must not be disclosed to any other person (unless the disclosure is authorised or required by law). You:
- will not alter in any way or copy any report or document we prepare to any other person without our prior written consent; and
 - will only use any report or document we prepare for the purposes of the project; and
 - authorise us to disclose any information you provide to our employees, subconsultants and others involved with the services.

Ending the agreement

19. Subject to the next clause, either party may end the agreement at any time by giving the other party at least 7 days notice. If the agreement is ended, we will send you an invoice for services undertaken to the date the agreement is ended.
20. The sections headed "payment", "liability", "intellectual property", "confidentiality, documents and information" and "general matters" continue to operate after this agreement is ended.

General matters

21. The agreement applies to all services we undertake (including any additional services and any services undertaken before you executed the agreement).
22. If there is any inconsistency between these terms and any other document or agreement between the parties, these terms will prevail.
23. The agreement is the entire agreement. The only duties, obligations and responsibilities we have arising from or in connection with the subject matter covered by the agreement (including the services) are those expressly set out in the agreement and any other duties, obligations and responsibilities we might have are excluded.
24. You authorise us to destroy documents we prepare or hold in connection with the services or the project 7 years after the date we send you our final invoice for the services.
25. If any of these terms would be invalid, unenforceable or void, the relevant term must be read down to the maximum extent possible to prevent that occurring.
26. The agreement can only be amended or varied in a written document signed by both parties. We can only waive our rights under or in connection with the agreement by a written document signed by one of our directors.
27. You will indemnify us against any claim by, or liability to, a third party arising from, in respect of or in connection with the services and all expenses we incur defending or settling such claim or liability.
28. Neither party may assign or transfer the agreement or any right or obligation under the agreement without the other party's written consent.

29. You agree that we can publish articles, photographs and other illustrations relating to the services and the project unless you tell us in writing otherwise within 7 days of executing the agreement.

Definitions

30. Unless the context otherwise requires, in the agreement:

"agreement" means the agreement executed by the parties in connection with the services, including these terms, the agreement details and our proposal

"consequential losses" means any consequential or indirect loss or damage, loss of profit or anticipated profit, business interruption losses, production losses, loss of revenue or loss of use

"document" includes a written or electronic document

"fees" means the amount set out in the agreement details including disbursements

"hourly rate(s)" means the relevant hourly rate(s) set out in the agreement details (or otherwise the rate(s) that GHD normally charges for work undertaken by the relevant GHD employee(s) at the time the work is undertaken)

"information" includes documents and information provided before execution of the agreement

"liability" means liability for loss or damage, whether arising under, in connection with or for breach of the agreement, or in connection with the performance or non-performance of the services and any additional services, whether such liability arises in contract, in tort (including negligence), under statute or otherwise, and whether arising in connection with one or more events

"project" means the project(s) that the services relate to

"proposal" means any proposal (and if more than one, the final proposal) we gave you in relation to the services

"services" means the services set out in the agreement details (or otherwise the services we undertake)

"third party" means a person who is not a party, but does not include our employees, agents, subcontractors and subconsultants

"we", "us" and "GHD" means the GHD company set out in the agreement details

"you" and "the Client" means the person(s) set out in the agreement details (and if more than one person, "you" means each of those persons severally and all of them jointly, except for the purposes of clauses 14 and 15 where "you" means all of those persons) including that person's permitted successors