



# **MEETING OF WADEYE LOCAL AUTHORITY**

**WEDNESDAY 9 MAY 2018**

The ordinary Meeting of the Wadeye Local Authority will be held on  
(Wednesday, 09 May 2018) at 11:00am.

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## AGENDA

### West Daly Regional Meeting

Wednesday 09 May 2018 at 11:00am

#### WEST DALY REGIONAL COUNCIL REGIONAL OFFICE

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Welcome and Meeting Arrangements

Attendance and Apologies

Attendance

Apologies

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14	Concrete Speed Humps - Manthathpe .....	125

Next Meeting Tuesday 17 July 2018

Meeting Close

### **WELCOME AND MEETING ARRANGEMENTS**

Chairperson Mr Leon Melpi declared the meeting open at 11:09am

### **ATTENDANCE AND APOLOGIES**

#### **Attendance**

Local Authority Member	Leon Melpi
Local Authority Member	Cyril Ninnal
Local Authority Member	Ken James
Mayor	John Wilson
Deputy Mayor	Terry Sams
Elected Member	Wally Minjin
Elected Member	Mark Martin

#### **Staff:**

Chief Executive Officer	Shaun Hardy
Director of Council and Community Services	Steve Horton
Manager Corporate Community Services	Rebecca Purser
Manager Wadeye Community Services	Glenn Parker
Manager Peppimenarti	Michael Fitisemanu

#### **Guests:**

Northern Territory Government	Wayne Buckley
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#### **Apologies**

Local Authority Member	Damien Tunmuck
Local Authority Member	Romelo Tchernia
Local Authority Member	Alphonsus Kungul
Elected Member	Mark Tunmuck-Smith

### **CONFIRMATION OF MINUTES**

**Minutes of the Wadeye Local Authority Meeting held on 8 December 2017**

#### **RECOMMENDATION:**

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

Moved: Cr. Minjin

Seconded: Cr. Martin

Resolution: Unanimously

## **REPORTS**

### **1) Chief Executive Officer Report**

Chief Executive Officer spoke to his written report.

#### **Motion:**

- 1. That the Local Authority receives and notes the Chief executive Officer's report.**

Moved: Ken James  
Seconded: Cyril Ninnal  
Resolution: Unanimously

### **2) Community Services Manager's Report**

Community Services Manager spoke to his written report.

CEO advised that a Special Purpose Grant has been submitted for animal welfare services.

#### **Motion:**

- 1. That the Local Authority receives and notes the Community Services Manager's report.**

Moved: Ken James  
Seconded: Cyril Ninnal  
Resolution: Unanimously

### **3) Regional Plan Budget 2018-2019**

#### **Motion:**

- 1. That the Local Authority receive and note the Regional Plan and Budget 2018-2019 preparation timetable.**

Moved: Mayor Wilson  
Seconded: Cr. Martin  
Resolution: Unanimously

### **4) Department of Infrastructure, Planning and Logistics Master Planning Review on Wadey Barge Landing**

Matters raised to take back to GHD were:



- The Diesel/Fuel line may be in the way;
- The light has not been working for 3 years;
- Connection to Legune Station;
- Possibility of a passenger ferry for local workers to Legune Station

**Motion:**

- 1. That the Local Authority receives and notes the information regarding the master planning for Wadeye Barge from the Department of Infrastructure, Planning and Logistics.**

Moved: Cr. Martin  
 Seconded: Ken James  
 Resolution: Unanimously

**5) Action Items Update**

**Motion:**

- 1. That the Local Authority receives and notes the information and recommends the following projects:**
  - a. Water Bubblers along the main street and oval
  - b. Playgrounds at Nilinh and Manthathpe including a BBQ area/seating/bubblers
  - c. Seating around the oval
  - e. Shade trees
  - f. Additional concrete speed humps around Manthathpe

Moved: Cr. Minjin  
 Seconded: Cr. Martin  
 Resolution: Unanimously

**6) Pedestrian/Speed Humps Signs**

**Motion:**

- 1. That the Local Authority recommends to Council that an amount of \$1,896.84 be allocated for the purchase of pedestrian and speed hump signage.**

Moved: Cr. Minjin  
 Seconded: Cr. Martin  
 Resolution: Unanimously

**7) Softball Oval Upgrade**

**Motion:**

- 1. That the Local Authority recommends to Council that an amount of \$21,217.50 be allocated for the removal and replacement cost of the softball oval fence.**

Moved: Cyril Ninnal  
Seconded: Cr. Martin  
Resolution: Unanimously

**8) Mobile Kitchen**

**Motion:**

- 1. That the Local Authority requests that council undertake further collaborate work with stakeholders to fund community kitchen for the region.**

Moved: Cyril Ninnal  
Seconded: Cr. Martin  
Resolution: Unanimously

**GENERAL BUSINESS**

Due to Mark Martin being elected to Council there is now a vacancy for Local Authority members. Council will seek nominations to fill the vacancy. Queries will be made with Member Romelo Tchernia regarding his membership.

**QUESTIONS FROM THE PUBLIC**

Nil

**GUEST SPEAKERS**

Nil

**NEXT MEETING**

Date and time of next meeting – Tuesday 17 April 2018

**MEETING CLOSE**

The meeting closed at 12:30 pm.

THIS PAGE AND THE PRECEEDING 4 PAGES ARE THE MINUTES OF THE Meeting of Wadeye Local Authority HELD ON Tuesday, 20 February 2018 AND CONFIRMED .



## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 1

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

#### **Chief Executive Officer's Report**

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##### **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 (2<sup>nd</sup> prize) and line trimmer (3<sup>rd</sup> 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 Wadeye 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 WADEYE LOCAL AUTHORITY OF 09 MAY 2018**

#### **Report for Agenda Item No 2**

**Prepared by**                      **Steve Horton, Director of Council and Community Services**

#### **Director of Council and Community Services Report**

##### **Purpose**

To advise Council of the current situation with Homelands, Aged Care and Council Services.

##### **Homelands**

A report received from the Department of Housing and Community Development on the annual Homelands assessments for 2017-18 identified works that could or should be done as soon as possible.

Council have been working tirelessly to arrange for works to commence in the outstations. To date there has been approximately \$100k in works that have been approved and many more Purchase Orders for additional works waiting to go to contractors.

Council has been out and visited Communities to ensure that HEA applications for residents are filled out and submitted to the Department for processing.

Council has applied for Funding for the Purchase of new equipment such as Tractors, Slashers, Mowers, Mobile Boosters and Water Tanks etc. and if approved items will be purchased and sent to those outstations that requested the equipment.

Grading of access roads will commence as soon as equipment is operational and allowed on the roads.

Tenders have been received for the construction of Ablution Blocks at Old Mission and Fossil Head. The tender committee is currently reviewing applications and a successful tender should be announced soon with construction to begin ASAP.

Council is seeking interest from Homelands residents to fulfil maintenance roles in Homelands under the Jobs Program funding. Council is assisting residents to apply for their own ABN so that they can undertake works on behalf of Council.

## **Aged Care**

Staffing was a concern with two Council Nurses resigning and having to be replaced with Agency Nurses. Local support staff continues to be a major concern, with repeated and unscheduled absences.

Council has reviewed the staffing structure required to run the Aged Care Facility effectively and have developed a structure that should ensure that WDRC are compliant and meet its obligations under the Funding Agreement.

The revised structure will require additional Nurses and local support staff.

Council have been active in seeking and securing additional support workers and is progressing Criminal History Checks before they can be employed. Council has also introduced procedures to speed these checks up so as not to delay or be detrimental to the functioning of the centre. Additional Agency Nurses have been engaged to fill in areas that require specialist skills including medications endorsement.

## **Council Services**

Road Works continue to be an issue due to the delay in obtaining Bitumen to have road repairs done. Bitumen has been brought in from Palumpa so that some of the works can commence in repairing Pot Holes.

The swimming pool has been vandalised by children and has caused the swimming pool to be out of operation and unfit for use. This has an impact on the council in not being able to meet its contractual obligations with the School who pay for the use of the pool. Repairs will cost in the vicinity of two thousand of dollars and has been reported to police.

Vandalism continues to be a concern in other areas with the Takeaway Shop being closed due to damage, along with damage to the Council Office, which has since been repaired.

The Library has been relocated to the Council Building and will be available for public use shortly.

## **Recommendation**

- 1. That the Local Authority Receives and notes the Director of Council and Community Services Report**

## **Attachments**

There are no attachments for this report.





**WEST DALY REGIONAL COUNCIL**  
**FOR THE WADEYE LOCAL AUTHORITY OF**  
**09 MAY 2018**

**Report for Agenda Item No 3**

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

**Regional Plan and Budget 2018/2019**

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**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	<b>25 July</b>
16	OCM Agenda to include consideration and resolution to declare rates	<i>Local Government Act</i> section 155	<b>25 July</b>
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)	<b>By 31 July</b> 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)	<b>By 31 July</b> 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)	<b>By 31 July</b> 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)	<b>By 15 August</b> within 21-days of declaration



## **WEST DALY REGIONAL COUNCIL**

### **FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018**

#### **Report for Agenda Item No 4**

**Prepared by**                      **Glenn Parker , Community Services Manager**

#### **Community Services Manager's Report**

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##### **Events and Activities**

“Healthy Homes, Healthy Skin” program running for the week of 19<sup>th</sup> to 23<sup>rd</sup> March.

15 vehicles have been identified for removal and underway. Large items are being collected as a curb side clean-up. These are items such as old lounges, broken washing machines etc. 2 rubbish trucks working continuously also. Council sponsored 2<sup>nd</sup> and 3<sup>rd</sup> prize arrived from Bunnings 22<sup>nd</sup> of March ready for the tidiest house awards.

##### **Community issues**

The 2 bus drivers identified were not able to attend the license training. CDP has been approached to put forward any candidates, preferably with light / medium truck licences. If a “H” licence is already held it is simply having an endorsement arranged through the local police station.

##### **Meetings**

A Wadeye Interagency meeting was held on the 22<sup>nd</sup> of March. Road maintenance was discussed in the previous meeting and stakeholders were happy to see progress.

Civil had used a total of 54 20kg buckets of bitumen repair which didn’t go very far.

More has arrived to allow further roads maintenance as a priority in the next few weeks, including the road to Manthathpe.

##### **Parks, Gardens and Ovals**

The softball oval has had the old fence removed. A dumpy level has been ordered so site levels can be shot to estimate the total amount of top soil will be required to top dress and what drainage would be required.

Ideally this should be done before the new fence is erected.

## **Vehicles, Plant and Equipment**

2 front deck mowers and 2 tractors are back up and running which is great. A new 6ft slasher has been ordered for the second tractor and should arrive 23<sup>rd</sup> March.

The bitumen truck has a lot of required repairs however the new “Ez-Street” bitumen doesn’t require being heated therefore no requirement for a bitumen truck.

Further Civil and Municipal equipment such as two Quad Bikes and two rubbish trailers are also being ordered for delivery asap to assist with rubbish, and parks and gardens. A range of civil plant and equipment has also been applied for under several grant programs and we are awaiting outcomes.

## **Public And Street Lighting**

I have received 2 quotes for the street light repairs/replacement and expect a 3<sup>rd</sup> quote before the council meeting. Prices to date are favourable for a Darwin firm by about \$8,000 over the local provider’s quotation.

## **Maintenance Buildings And Fixed Assets**

Grant received for the repairs and maintenance of staff housing and is being reassessed and prioritised.

I’m being mindful of the top priority is Homelands so ensuring building resources are not being compromised.

## **Swimming Pool**

The swimming pool pump has been repaired and the pool is in use by the school. Unfortunately the staff member responsible for the pool is on 2 weeks leave for sorry business so the pool is open to the school only for the interim.

## **Local Road Maintenance**

4.5T of bitumen repair mix bulk bags and another pallet of buckets arrived on the 21<sup>st</sup> of March. A new “whacker-packer” has also been purchased. Pot hole repair will once again be top priority starting 26<sup>th</sup> utilising all equipment including Bobcat and mini Roller so expecting a big impact in the coming weeks.

## **Traffic Management on Local Roads**

Speed bump signs have arrived and ready for installation. Require service detail maps to ensure we don’t dig through phone cables or water supply. This info is coming from Power and Water and Telstra.

## **Waste Management and Litter Control**

The loader has been repaired and able to push up the tip while the dozer is being repaired within the next 2 weeks.  
2 rubbish trucks are now working.

## **Airport Maintenance**

The slashing has been held back a little bit however the new slasher mentioned above will assist greatly.

The weather station project is being delayed by The Bureau of Meteorology but should be completed by the end of April.

### **Recommendation**

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

### **Attachments**

There are no attachments for this report.



## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 5

**Prepared by** Ramesh Pudasaini, Senior Financial Consultant

#### **Finance Report**

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##### **Purpose**

Provide Financial Information (3<sup>rd</sup> 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 financial information provided by Council.**

##### **Attachments**

- 1** Budget Management Report - 700.pdf
- 2** Expenses Report - 700.pdf



LEDgers: 1801ACT and 1801BUD

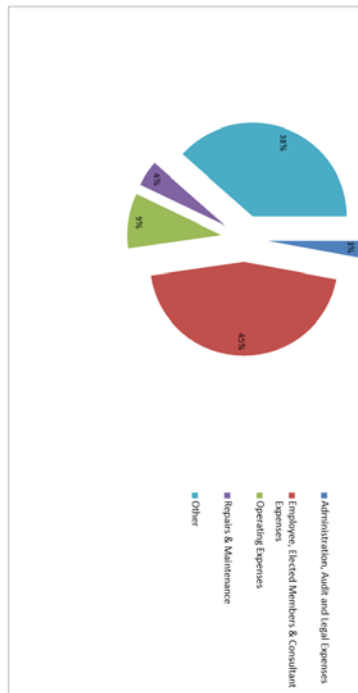
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## Budget Management Report Local Authority Region/ Office : Wadeye

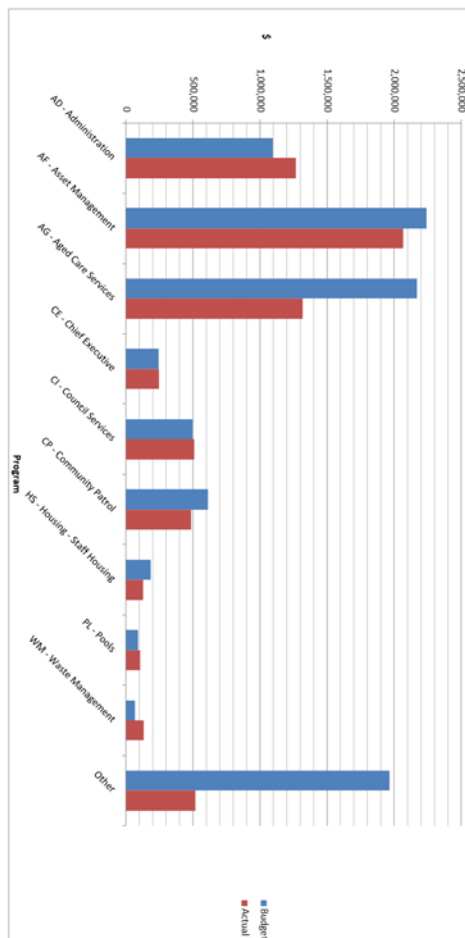
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Local Authority Region & Programs	Program Code	Income (excluding Internal Income)	Total Income	Budgeted Income (including internal sources)	Income Variance	Administration, Audit and Legal Expenses	Employee, Elected Members & Consultant Expenses	Operating Expenses	Region & Maintenance		Expenditure Total (including internal expenses)	Internal Expenses	Total Expenses	Budgeted Expenditure (including internal charges)	Expense Variance	Program Expense Position
									Region & Maintenance	Other						
Region: Wadeye																
AD - Administration	AD	(1,322,581)	0	(1,322,581)	146,032	48,760	841,836	276,560	17,586	506,453	1,640,894	(373,133)	1,267,762	1,005,181	172,581	Over Budget
AF - Asset Management	AF	(50,377)	0	(50,377)	(6,089)	0	179	99,519	145,391	1,813,706	2,058,795	8,415	2,067,210	2,241,741	(174,528)	Under Budget
AG - Aged Care Services	AG	(2,853,506)	0	(2,853,506)	(134,650)	83,273	1,015,936	157,475	4,120	37,667	1,298,421	19,679	1,318,050	2,170,141	(851,091)	Under Budget
CE - Chief Executive	CE	0	0	0	0	0	397,193	1,032	0	2,892	201,047	44,802	245,849	244,769	1,080	Over Budget
CI - Council Services	CI	0	0	0	0	0	351,475	0	0	0	351,475	0	351,475	510,307	158,832	Over Budget
CP - Community Patrol	CP	(392,115)	0	(392,115)	(708,494)	15,819	371,498	10,425	4,245	10,246	412,233	78,710	485,943	613,564	(127,621)	Under Budget
HS - Housing - Staff Housing	HS	(211,953)	0	(211,953)	(5,163)	0	0	6,735	57,506	58,238	122,479	5,607	128,086	185,868	(57,782)	Under Budget
PL - Pools	PL	(10,909)	0	(10,909)	(6,821)	0	63,007	14,009	6,325	2,702	106,238	0	106,238	91,566	14,972	Over Budget
WM - Waste Management	WM	(130,699)	0	(130,699)	(48,215)	0	48,670	54,752	54,752	134,012	62,371	17,640	136,595	156,556	(20,000)	Under Budget
GR - Grants	GR	(1,523,113)	0	(1,523,113)	438,443	0	355,517	112,738	54,752	134,012	62,371	17,640	512,320	1,586,155	(1,073,836)	Under Budget
Total		(8,789,726)	0	(8,789,726)	242,545	196,478	3,007,033	635,925	289,134	2,580,076	6,714,705	65,077	6,779,783	9,173,271	(2,393,588)	Under budget
LA - Local Authorities	LA	(716,171)	0	(716,171)	(619,830)	96,341	0	0	0	59,594	59,594	0	59,594	540,270	(480,676)	Under budget

Region: Wadeye (Expenses by Category)



Region: Wadeye (Expenses)



### Top 5 Expenses Variance (Overspend)

Local Authority Region & Programs	Program Code	Administration, Audit and Legal Expenses	Community Grants	Depreciation	Employee, Elected Members & Consultant Expenses	Operating Expenses	Repairs & Maintenance	Other	Expenditure Total (including internal expenses)	Internal Expenses	Total Expenses	Budgeted Expense Variance
AD - Administration	AD	48,760	0	0	(1,017,960)	0	17,586	2,408,599	1,640,894	(208,923)	1,431,971	1,095,181
WM - Waste Management	WM	0	0	0	(130,447)	0	5,250	148,048	22,851	132,086	154,917	67,500



SR - Sport and Rec	SR	0	0	0	0	(79,109)	0	0	345,871	66,766	3,500	702,866	49,221	21,045
PL - Pools	PL	0	0	0	0	72,529	0	0	27,385	106,238	1,000	107,238	91,866	15,972
CI - Council Services	CI	0	0	0	0	0	0	0	351,475	351,475	158,832	510,307	498,549	11,758

#### Top 5 Expenses Variance (Underspend)

Local Authority Region & Programs	Program Code	Administration, Audit and Legal Expenses	Community Grants	Depreciation	Employee Related Expenses	Employee Related Expenses	Operating Expenses	Region & Maintenance	Other	Expenditure Total (including internal expenses)	Internal Expenses	Total Expenses	Budgeted Expenses	Expense Variance
Region: Wadeye														
AG - Adult Care Services	AG	83,223	0	0	(10,881)	0	0	4,120	1,221,559	1,298,421	50,118	1,348,539	2,170,141	(821,602)
AF - Asset Management	AF	0	0	1,245,679	23,839	0	0	145,391	143,886	2,058,795	(503,469)	1,555,326	2,241,738	(686,412)
LA - Local Authorities	LA	0	0	0	(462,105)	0	0	0	521,698	59,594	0	59,594	540,270	(480,676)
OC - Outlets and Homelands	OC	31,340	0	0	(104,476)	0	0	13,412	330,098	71,275	0	71,275	425,111	(353,836)
HS - Housing, Staff Housing	HS	0	0	0	17,375	0	0	57,506	(112,402)	122,479	(256,363)	(133,783)	385,868	(319,651)

For periods

7 to 9

## Statement of Financial Performance (Expenses Only)

Local Authority Region / Office: Wadeye

YTD Period from 1st July (Inc Prd 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 \$				
<b>Council Funds</b>										
AD Administration	476,252	534,674	(58,422)	1,640,894	1,684,007	56,887	59,143	398,628	2,155,553	2,098,666
AF Asset Management	55,232	160,449	(105,217)	313,116	481,347	(168,231)	5,605	323,075	473,565	641,796
CA Commercial Area	31,229	11,405	19,824	15,247	33,253	(18,006)	40,154	11,705	25,660	43,696
CE Chief Executive	62,099	75,652	(13,553)	201,047	217,769	(16,722)	1,200	81,987	267,512	284,234
CI Council Service	131,213	174,492	(43,279)	351,475	498,549	(147,074)	0	296,639	501,040	648,114
EH Elected Members	25,527	87,237	(61,710)	99,807	261,711	(162,904)	813	249,328	166,044	348,948
HS Housing - Staff	62,467	61,966	511	122,479	185,868	(63,389)	5,166	321,529	385,785	449,174
PG Parks and Garde	14,171	11,445	2,726	33,331	34,335	(1,004)	14,980	12,532	44,776	45,780
PL Pools	36,766	31,353	5,413	106,238	91,266	14,972	7,458	6,130	134,798	119,826
RM Road Maintenance	7,961	45,648	(37,687)	44,688	136,943	(92,255)	12,074	126,829	90,336	182,591
SG Special Purpose	3,461	32,035	(28,574)	7,037	94,475	(87,438)	15,000	102,843	37,442	124,880
TR Training & Devel	0	3,120	(3,120)	2,820	9,360	(6,540)	0	9,660	5,940	12,460
WM Waste Management	2,896	2,499	397	22,851	7,497	15,354	2,571	(15,425)	25,350	9,996
WS Work Health and	9,005	1,251	7,754	9,005	3,753	5,252	1,162	(5,163)	10,256	5,004
<b>Council Funds sub-total</b>	<b>918,279</b>	<b>1,233,216</b>	<b>(314,937)</b>	<b>2,969,038</b>	<b>3,640,133</b>	<b>(671,095)</b>	<b>165,324</b>	<b>1,880,823</b>	<b>4,344,090</b>	<b>5,015,185</b>
<b>Agency Funds</b>										
AG Aged Care Serv	470,895	711,134	(240,239)	1,298,421	2,080,141	(781,720)	202,977	1,236,617	1,956,294	2,738,014
CP Community Patro	125,814	211,292	(85,478)	412,233	613,564	(201,331)	34,459	357,851	603,213	804,544
ES Essential Servi	0	33,215	(33,215)	0	94,936	(94,936)	0	123,442	28,505	123,442
LA Local Authorit	410	180,090	(179,680)	59,594	640,270	(480,676)	65,630	595,137	239,684	720,360
LI Libraries	23,438	34,857	(11,419)	91,700	101,571	(9,871)	8,727	123,557	133,428	133,428
OC Outstations and	61,038	143,037	(81,999)	71,275	429,111	(357,836)	824	500,049	214,312	572,148
SR Sport and Rec	61,911	16,407	45,504	66,766	49,221	17,545	0	100,008	83,173	65,628
VC Vacation Care	0	25,002	(25,002)	0	75,006	(75,006)	0	0	25,002	100,008
<b>Agency funds sub-total</b>	<b>743,506</b>	<b>1,355,034</b>	<b>(611,528)</b>	<b>1,999,999</b>	<b>3,983,820</b>	<b>(1,983,831)</b>	<b>312,617</b>	<b>2,944,966</b>	<b>3,273,741</b>	<b>5,257,572</b>
<b>Internal Funds</b>										
AD Administration	(152,051)	(100,272)	(51,779)	(208,923)	(300,816)	91,893	0	(192,165)	(309,195)	(401,089)
AF Asset Management	(167,823)	(167,250)	(573)	(503,469)	(501,750)	(1,719)	0	(165,531)	(670,719)	(699,000)
AG Aged Care Serv	15,988	60,000	(44,012)	50,118	180,000	(129,882)	0	189,882	110,118	240,000
CA Commercial Area	5,532	0	5,532	5,532	0	5,532	0	(5,532)	5,532	0
CE Chief Executive	18,234	12,300	5,934	54,702	36,900	17,802	0	(158,832)	67,002	49,200
CI Council Service	52,944	0	52,944	158,832	0	158,832	0	(158,832)	158,832	0
CP Community Patro	27,415	0	27,415	82,245	0	82,245	0	(82,245)	82,245	0
EH Elected Members	0	7,500	(7,500)	0	22,500	(22,500)	0	30,000	7,500	30,000
HS Housing - Staff	(85,421)	(103,470)	18,049	(256,283)	(310,410)	54,147	0	(157,617)	(359,733)	(413,860)
PG Parks and Garde	0	11,260	(11,260)	0	33,750	(33,750)	0	45,000	11,260	45,000
PL Pools	1,000	0	1,000	1,000	0	1,000	0	(1,000)	1,000	0
RM Road Maintenance	0	15,000	(15,000)	0	45,000	(45,000)	0	60,000	15,000	60,000
SG Special Purpose	5,883	0	5,883	17,649	0	17,649	0	(17,649)	17,649	0

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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 \$		
SR								
Sport and Rec	500	0	500	3,500	0	3,500	3,500	0
Waste Management	44,022	27,501	16,521	132,066	82,503	49,563	159,567	110,004
Internal funds sub-total	(233,777)	(237,441)	3,664	(463,011)	(712,323)	249,312	(700,452)	(949,764)
Total before depreciation	1,428,008	2,350,809	(922,801)	4,506,015	6,911,630	(2,405,615)	6,917,378	9,322,993
Depreciation								
AF								
Asset Management	572,094	586,797	(14,703)	1,745,679	1,760,391	(14,712)	2,332,476	2,347,188
Depreciation sub-total	572,094	586,797	(14,703)	1,745,679	1,760,391	(14,712)	2,332,476	2,347,188
Grand Total	2,000,101	2,937,606	(937,505)	6,251,694	8,672,021	(2,420,327)	9,249,854	11,670,181



## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 6

Prepared by **Rebecca Purser, Manager Corporate**

#### **Local Authority Meeting Dates for 2018/2019 Financial Year**

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##### **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 five (5) 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:

- Tuesday 17 July 2018
- Tuesday 16 October 2018
- Tuesday 12 March 2019
- Tuesday 14 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:**

- Tuesday 17 July 2018
- Tuesday 16 October 2018

- Tuesday 12 March 2019
- Tuesday 14 May 2019

**Attachments**

There are no attachments for this report.



## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 7

Prepared by **Rebecca Purser, Manager Corporate**

#### **Local Authority Members Attendance Records**

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##### **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 Thamarrurr/Pindi Pindi Ward form part of the Local Authority (the Mayor is an ex officio member and may, however is not obliged to participate) Wadeye currently has 9 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:	18/07/2017	LA Members approved at OCM on 13/9/17 post August elections	17/10/2017	8/12/2017	20/02/2018	17/04/2018
TIME:	11:00am		11:00am	11:00am	11:00am	11:00am
Jeffery Pultchen	1					
Cyril Ninnal	1	Cyril Ninal	AP	AB	1	
Alphonsus Kungul	1	Alphonsus Kungul	1	1	AP	
Anthony Dartinga	1					
Damien Tunmuck	AB	Damien Tunmuck	AP	1	AP	
Mark Ninal	1					
Matthew Bunduck	1					
Romulo Tchernia	1	Romulo Tchernia	1	AB	AP	
Bridget Mardigan	1					
Samantha Kauri	AB					
		Leon Melpi	1	1	1	
		Ken James	1	AB	1	
		Mark Martin	1	see below	see below	
Andrew Brown - Resigned 13/9/17	1	Mark Tunmuck Smith	1	AP	AP	
Wally Minjin	AP	Wally Minjin	1	1	1	
Mark Martin	1	Mark Martin	see above	1	1	
		John Wilson (Mayor)	1	AP	1	

## Impact for Council

Information purposes only

## Recommendation

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

## Attachments

- 1 WDRC Policy 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.

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.

**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

## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 8

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 Wadeye has a balance of \$69,599.00 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 \$454,969.00 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
Wadeye	-	-	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 - Wadeye	(589,838)	134,870	(454,969)

From the meeting held on 20 February 2018, requests for water bubblers, playgrounds, seating around the oval, shade trees and additional concrete speed humps around Manthathpe are reported for separately in this agenda.

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**

Schedule of LA Projects

Regional Plan 2017/18 - Priorities highlighted by the Local Authority		WADEYE - THAMURRUR/PINDI PINDI WARD				
Sport and Recreation Infrastructure						
Children's playground equipment						
Community Safety Infrastructure						
Date	Project	Action	Progress	Budget/Approved Amount	Actual Amount	Comments
LA Meeting held 18 July 2017						
	Playground equipment for Manthathpe including soft-fall	Completed	STC Farmbuild will be placing fireproof/flammable proof equipment	\$25,000.00		
	Pedestrian Crossing/Wombats	Completed	4 have been installed along Perdjert Street	\$33,858.00		
	CCTV for the Pool	Completed		\$3,944	\$3,944.00	
	Street Lighting Repairs	Completed				
	Manthathpe Walk Way	Quotes Sourced - awaiting LA approval 17/4/18 and then Council approval 26/4/18				
	Shade Shelters for Main Oval (x3)	Council approved 25/10/17	Waiting for Installation from Countrywide	\$36,699.00		Waiting for installation post wet season
	Softball Oval - fence	Council approved 21.2.18	Purchase order raised	grant from Warren Snowden's office	\$36,217.50	Waiting for installation
	Median Strip Irrigation		DJ Electrical to provide work scope and recommendation			
	Softball Oval - Leveling		TDC will commence works after fence has been installed			

LA Meeting held 17 October 2017									
	Road Signage (ie: speed/crossings)	Council approved 21.2.18	Purchase order raised	\$1,896.84				Completed	
	Light Pole Access Prevention (Manthathpe Crossing)	Quotes being sourced							
	Seek advice from Victims of Crime for Project Funding up to \$10,000.00	Application approved for Solar Lights							
LA Meeting held 8 December 2017									
	One Sentinel 50 LED Light outside Manthathpe Store	Council Approved 13/12/17 -	Purchase order raised - Waiting for DJ Electrical to commence works	\$4,057.00				Waiting for installation	
	Pedestrian crossing in front of Manthathpe Store	Council Approved 13/12/17 -	Purchase order raised. Waiting for STC to commence works	\$9,822.20				Waiting for Installation	
	6 calming wombats around Niihnh, Manthathpe and Wadeye	Council Approved 13/12/17 -	Purchase order raised - waiting for TDC to commence works	\$12694 x 6 - Total \$76,164.00				Completed	



LA Meeting held 20 February 2018									
	Water Bubblers along main street and around the oval	Quotes Sourced - awaiting LA approval 17/4/18 and then Council approval 26/4/18							
	Playgrounds at Niliinh and Manthathpe including a BBQ area/seating/bubblers	Quotes Sourced - awaiting LA approval 17/4/18 and then Council approval 26/4/18							
	Seating around the oval	Quotes Sourced - awaiting LA approval 17/4/18 and then Council approval 26/4/18							
	Shade trees	Quotes Sourced - awaiting LA approval 17/4/18 and then Council approval 26/4/18							
	Additional concrete speed humps around Manthathpe	Quotes Sourced - awaiting LA approval 17/4/18 and then Council approval 26/4/18							

## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 9

Prepared by Rebecca Purser, Manager Corporate

#### Walkway/Footbridge - Manthathpe to Wadeye

##### **Purpose**

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

##### **Background**

In July 2017 Local Authority Members requested a walkway between Manthathpe and Wadeye 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 Peppimenarti 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 Manthathpe and Wadeye.**

### **Attachments**

- 1** Quote - NT Consulting Engineers
- 2** Quote - Nth Degree Engineering
- 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](mailto:ntce@westnet.com.au)  
[www.ntconsultingengineers.com.au](http://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 & Wadye 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**



**N<sup>th</sup> Degree Engineering Services PTY LTD**

ABN: 48 151 905 761

PH: 08 8927 0044

M: 0438 743 473


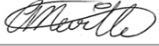


GPO Box 4266, Darwin, NT 0801

[mail@nthdegree.net.au](mailto:mail@nthdegree.net.au)

**N<sup>th</sup> Degree ©**

- \* **N<sup>th</sup> Degree Engineering Services PTY LTD (N<sup>th</sup> 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, **N<sup>th</sup> Degree's** understanding of the site conditions, and **N<sup>th</sup> Degree's** experience, having regard to the assumptions that **N<sup>th</sup> 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 **N<sup>th</sup> Degree's** work.
- \* No other party should rely on the document without the prior written consent of **N<sup>th</sup> Degree**, and **N<sup>th</sup> 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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**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,

**N<sup>th</sup> Degree Engineering Services PTY LTD (N<sup>th</sup> 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**

**N<sup>th</sup> Degree** is providing qualified and experienced resources with demonstrated technical capacity for delivering infrastructure projects similar in nature to this project including:

- **N<sup>th</sup> 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.
- **N<sup>th</sup> 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**

**N<sup>th</sup> 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.

**N<sup>th</sup> 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  
**N<sup>th</sup> Degree Engineering Services PTY LTD**

**N<sup>th</sup> Degree** ©

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




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



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## 1.0 EXECUTIVE SUMMARY

**N<sup>th</sup> 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.

**N<sup>th</sup> 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  
WADEYE AND PEPPIMENARTI SHARED PATHS  
WEST DALY REGIONAL COUNCIL**



## 2.0 COMPANY DETAILS

### 2.1 WHY USE NTH DEGREE?

**N<sup>th</sup> 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

**N<sup>th</sup> 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

**N<sup>th</sup> 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 **N<sup>th</sup> 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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WADEYE AND PEPPIMENARTI SHARED PATHS  
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Further to our commitment in our professional fields, **N<sup>th</sup> 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

**N<sup>th</sup> 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 N<sup>th</sup> Degree's management systems and the training of personnel in the implementation of N<sup>th</sup> 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.



**N<sup>th</sup> 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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WADEYE AND PEPPIMENARTI SHARED PATHS  
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**N<sup>th</sup> 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**



Measure distance  
Total distance: 389.24 m (1,277.04 ft)

- Section 50 to 150 mtrs needs to be elevated/raised up to 1.2 mtrs to allow for wet season runoff gully
- other sections require resheet a covering of gravel
- Pedestrian & cycle traffic only.

**Figure 2: Peppimenarti Shared Path**

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**SCOPE DEVELOPMENT SERVICES  
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**N<sup>th</sup> 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

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

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



## 7.0 DELIVERABLES

**N<sup>th</sup> Degree** understands, for the initial scope of works, that the following key deliverables are required by **West Daly Regional Council**:

- Project Development Report

**N<sup>th</sup> 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

**N<sup>th</sup> 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	1 hard copy and 1 electronic copy sent via email in MS Word or PDF.
<ul style="list-style-type: none"> <li>• Project Development Report</li> </ul>	

## 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
<b>TOTAL</b>		<b>2-3 weeks</b>

**SCOPE DEVELOPMENT SERVICES  
WADEYE AND PEPPIMENARTI SHARED PATHS  
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## 9.0 PRICE

**N<sup>th</sup> 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
<b>TOTAL</b>		<b>\$13,510</b>

## 10.0 FEE CONDITIONS

The Fee Conditions on offer from **N<sup>th</sup> Degree** are outlined below:

### 10.1.1 Disbursements

**N<sup>th</sup> 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

- N<sup>th</sup> 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 **N<sup>th</sup> Degree** reserves the right to review the proposal price.
- N<sup>th</sup> Degree's** price includes the submission of only 1 hard copy of the draft and final documents.
- N<sup>th</sup> 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 **N<sup>th</sup> Degree**, additional charges would apply.
- In ensuring that technical components for this project are effectively and efficiency scoped, **N<sup>th</sup> 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

**N<sup>th</sup> Degree** ©

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- Delays, interruptions, or other circumstances beyond **N<sup>th</sup> Degree's** control will not financially disadvantage **N<sup>th</sup> Degree**. In the event of such delays occurring, **N<sup>th</sup> 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 **N<sup>th</sup> 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

**N<sup>th</sup> 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.

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

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

If this offer is accepted, **N<sup>th</sup> 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 **N<sup>th</sup> 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  
**N<sup>th</sup> Degree Engineering Services Pty Ltd**  
**N<sup>th</sup> Degree** ©

Ref: DWN-18-221\_West Daly\_Scoping Study\_REV\_0

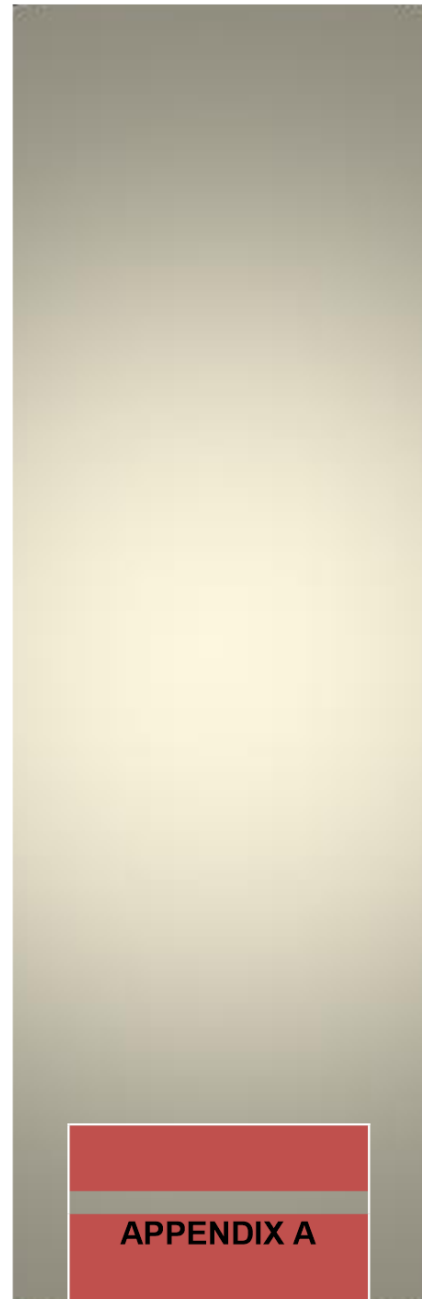
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SCOPE DEVELOPMENT SERVICES  
WADEYE AND PEPPIMENARTI SHARED PATHS  
WEST DALY REGIONAL COUNCIL



APPENDIX A  
RFP



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



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 Bins	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 Bins	No
Signage (if dual pathway)	Signage indicating pedestrian and bicycles only will be required also.

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



**APPENDIX B**

**CV's**

**N<sup>th</sup> Degree Engineering Services**

Andrew Neville  
Nick Gellatley  
Scott Laing



N<sup>th</sup> Degree ©

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



## 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. AffilIEAust 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

Andrew is the founder and Managing Director of **N<sup>th</sup> Degree Engineering Services Pty Ltd (N<sup>th</sup> Degree)**, established on 4<sup>th</sup> 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.

#### 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 (AffilIEAust)

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

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.

N<sup>th</sup> Degree ©

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

**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  
WADEYE AND PEPPIMENARTI SHARED PATHS  
WEST DALY REGIONAL COUNCIL**



## 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  
WADEYE AND PEPPIMENARTI SHARED PATHS  
WEST DALY REGIONAL COUNCIL**



## 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 Muggeridge  
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.

**N<sup>th</sup> 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 N<sup>th</sup> Degree:

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

**N<sup>th</sup> Degree** ©

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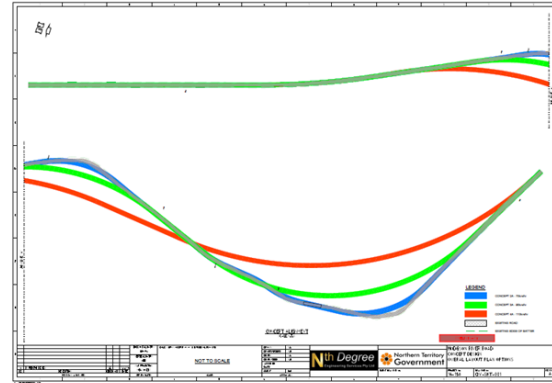
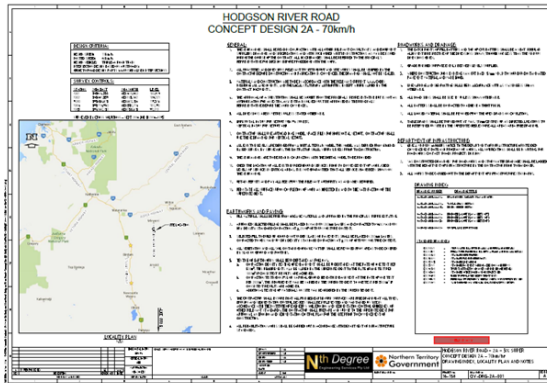
SCOPE DEVELOPMENT SERVICES  
WADEYE AND PEPPIMENARTI SHARED PATHS  
WEST DALY REGIONAL COUNCIL



# Completed Project Profile



## Hodgson River Road Concept Option Development Northern Territory



**Client:** Department of Infrastructure, Planning and Logistics

**Project Period:** November – December 2016

**Referee:** Paul Flanagan  
Manager Projects  
Road Civil

**CV:** \$900,000.00

### Project Background

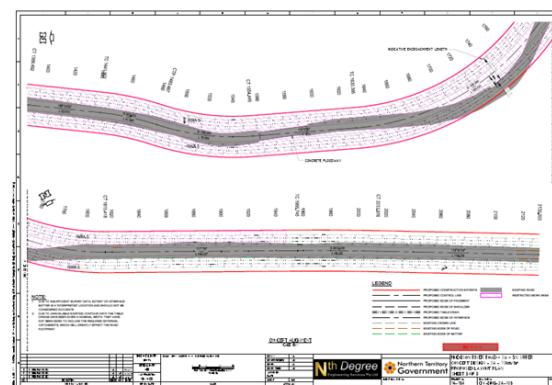
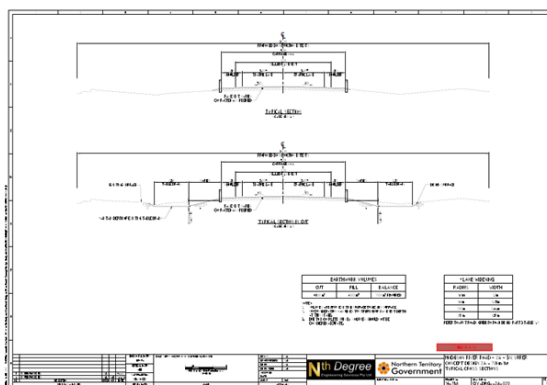
The Department of Infrastructure required engineering services to assess the alignment of the 2km section of the Hodgson River Road. The purpose was to define possible changes in road configuration and signage modifications for the improved safety and performance throughout this section of Hodgson River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

Nth Degree provided engineering services to:

- 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



Nth Degree ©

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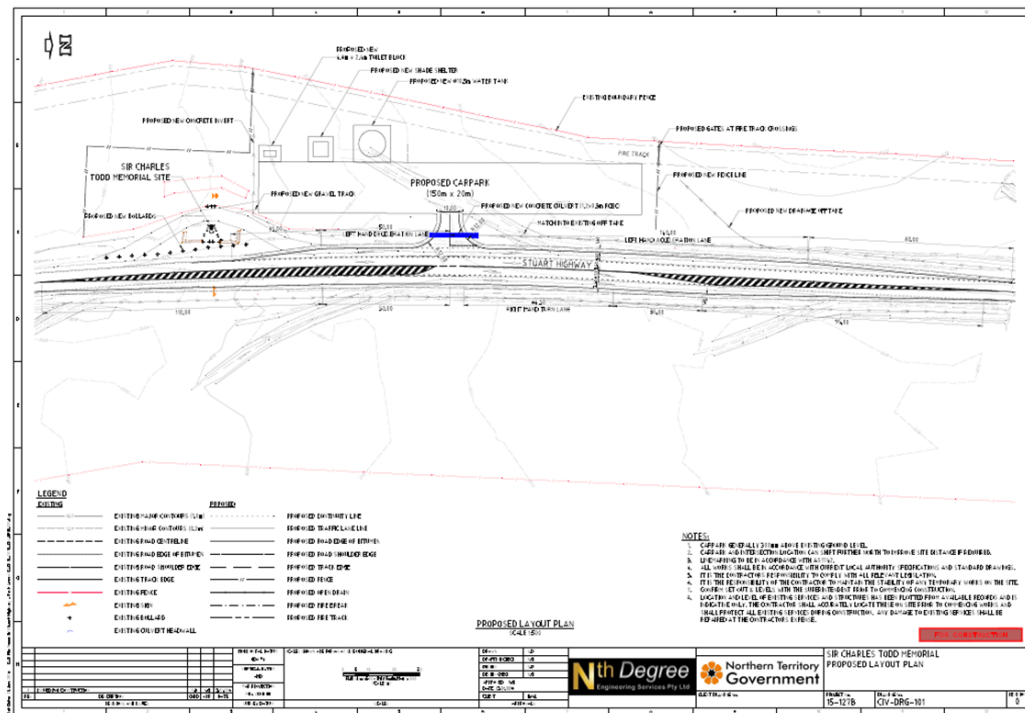
**SCOPE DEVELOPMENT SERVICES  
WADEYE AND PEPPIMENARTI SHARED PATHS  
WEST DALY REGIONAL COUNCIL**



## Completed Project Profile



## 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 running 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 White bins and holders
- Walking track to Memorial and Cairn
- Ring locking fencing around the areas including gates on the fire break and pedestrian gate at the walking track
- Bollard fencing to protect the Memorial and Cairn.
- Location of signs with in the rest area

N<sup>th</sup> Degree ©

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**SCOPE DEVELOPMENT SERVICES  
WADEYE AND PEPPIMENARTI SHARED PATHS  
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## 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.

**N<sup>th</sup> 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

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



*Image 1: Bus shelter prior to landing*



*Image 2: Landed bus shelter Trower Rd*

#### Going to the N<sup>th</sup> Degree:

**N<sup>th</sup> Degree** successfully managed varying site conditions and constraints to ensure the construction of the new bus shelter to meet DDA compliance

#### N<sup>th</sup> 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

**N<sup>th</sup> Degree** ©

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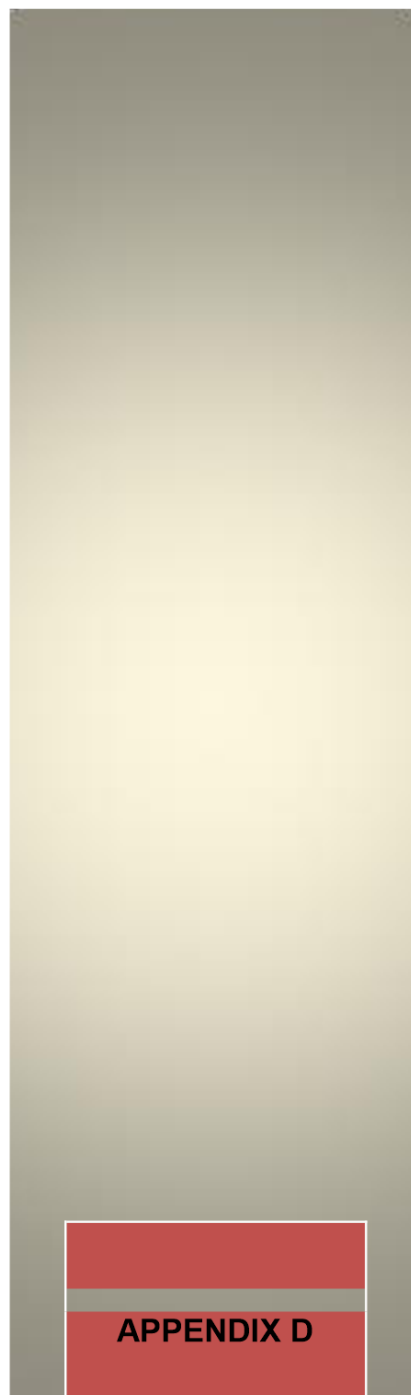


SCOPE DEVELOPMENT SERVICES  
WADEYE AND PEPPIMENARTI SHARED PATHS  
WEST DALY REGIONAL COUNCIL



## APPENDIX D

### Proposal Acceptance Record



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




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**PROPOSAL ACCEPTANCE RECORD**

Client:	<b>West Daly Regional Council</b>
Address:	1/70 Cavenagh Street, Darwin 0800
Client Representative:	<b>Rebecca Purser</b>
Phone No:	0427 870 965
E-mail:	<a href="mailto:rebecca.purser@westdaly.nt.gov.au">rebecca.purser@westdaly.nt.gov.au</a>
Project No:	<b>DWN-18-221</b>
Proposal Date:	<b>20 March 2018 Fees: \$13,510.00</b>
Services - Proposal Description:	<b>Project Development Services</b>
Commencement Date:	<b>April / May 2018</b>
Term of project:	<b>2-3 Weeks (TBC)</b>
Special Conditions:	<b>N/A</b>
Public Liability Insurance Cover	<b>\$10 million</b>
Professional Indemnity Insurance Cover	<b>\$1 million</b>
Limit of Liability:	<b>\$1 million</b>
Payment Terms:	<b>Milestone</b>

---

**N<sup>th</sup> 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 **N<sup>th</sup> Degree's** Standard Terms of Engagement and approval to conduct work as described. Please return the signed form to your **N<sup>th</sup> Degree** contact prior to work commencing. If you instruct or permit **N<sup>th</sup> 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 **N<sup>th</sup> Degree's** Proposal on the terms set out in this Proposal Acceptance Record and **N<sup>th</sup> Degree's** Standard Terms of Engagement

**Please return to:** Andrew Neville via email at [aen@nthdegree.net.au](mailto:aen@nthdegree.net.au)

**N<sup>th</sup> Degree** ©

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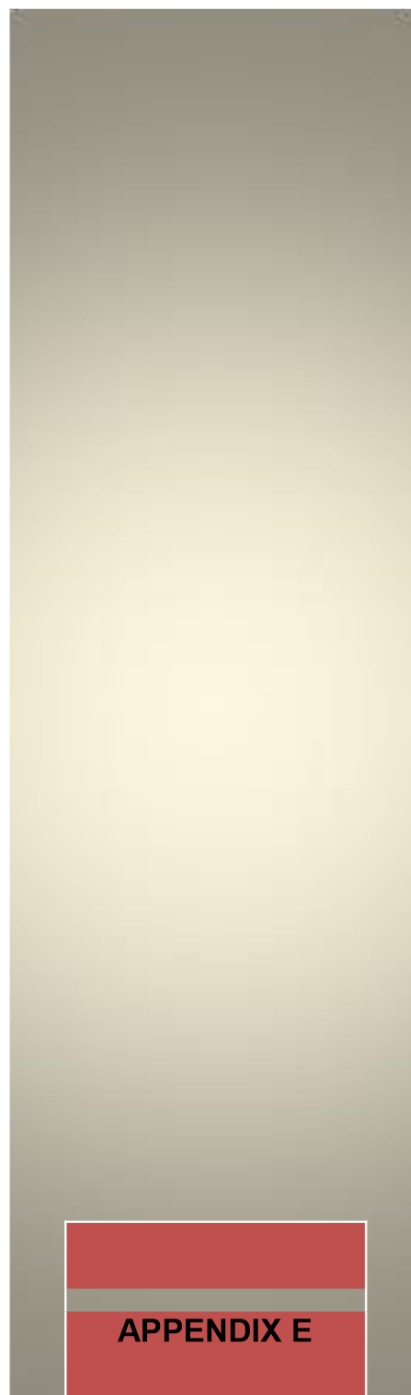
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SCOPE DEVELOPMENT SERVICES  
WADEYE AND PEPPIMENARTI SHARED PATHS  
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## APPENDIX E

### Standard Terms of Engagement



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



## Standard Terms of Engagement

### RECITALS

A. **N<sup>th</sup> Degree Engineering Services PTY LTD** (**N<sup>th</sup> 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. **N<sup>th</sup> 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 **N<sup>th</sup> 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 **N<sup>th</sup> 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. **N<sup>th</sup> Degree's Obligations**

##### 3.1. Professional standard of care

**N<sup>th</sup> 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

**N<sup>th</sup> 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

**N<sup>th</sup> Degree** will perform the Services expeditiously and in accordance with any program agreed from time to time between the Client and **N<sup>th</sup> Degree**.

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



### 3.3. Client's materials

**N<sup>th</sup> Degree** will protect and keep safe and secure all documentation and other materials provided by the Client to **N<sup>th</sup> Degree**. On discharge of this Agreement by performance or termination, and if requested by the Client, **N<sup>th</sup> Degree** will return to the Client such documentation and materials. **N<sup>th</sup> 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

**N<sup>th</sup> 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 **N<sup>th</sup> Degree** and the Client is that of independent contractor and principal. Neither **N<sup>th</sup> 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 **N<sup>th</sup> Degree** and the Client as partners, or as creating the relationship of employer and employee between **N<sup>th</sup> Degree** and the Client or between any employee of **N<sup>th</sup> 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 **N<sup>th</sup> Degree** all relevant instructions, information, documents and any other material and particulars; and
- b) Answer queries made by **N<sup>th</sup> 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) **N<sup>th</sup> 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, **N<sup>th</sup> Degree** owns all Intellectual Property Rights in all material created by **N<sup>th</sup> Degree** in performing the Services.

## 6. Fees and Payment

### 6.1. Fees

**N<sup>th</sup> 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) **N<sup>th</sup> 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 **N<sup>th</sup> 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

**N<sup>th</sup> 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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### 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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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 **N<sup>th</sup> 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 **N<sup>th</sup> Degree** for the Services performed by **N<sup>th</sup> 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	4 weeks (approx.)
50% detailed design, tender documentation, specification, cost estimate, internal reviews	3 weeks (from receipt of Survey and Geotechnical reports)
Council review	1 week
Submission of final detailed design, tender documentation, specification and cost estimate.	3 week (from receipt of CDRC comments)

## 6 Fees

**Table 2 Fee Estimate**

Task	Price (excl. GST)
<b>GHD Fees</b>	
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
<b>Sub Total</b>	<b>\$46,505.00</b>
<b>Disbursements</b>	
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
<b>Sub Total</b>	<b>\$27,878.00</b>
<b>Total</b>	<b>\$74,383.00</b>

## 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:
- (a) will not alter in any way or copy any report or document we prepare to any other person without our prior written consent; and
  - (b) will only use any report or document we prepare for the purposes of the project; and
  - (c) 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



## **WEST DALY REGIONAL COUNCIL**

### **FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018**

#### **Report for Agenda Item No 10**

**Prepared by**                      **Rebecca Purser, Manager Corporate**

#### **Water Bubblers - Main Street and Oval**

---

##### **Purpose**

To seek Local Authority Members approval for recommendation to Council for the installation of water bubblers along the main street and around the oval.

##### **Background**

At the Local Authority Meeting held on 20 February 2018, Local Authority Members made a recommendation for the installation of water bubblers along the main street and around the oval.

Attached are quotes for the installation of bubblers along the main street and around the oval for Local Authority consideration and recommendation to Council.

##### **Impact for Local Authority**

Expenditure of Local Authority funds for the 2016/2017 financial year.

##### **Recommendation**

- 1. That the Local Authority recommends to Council that an amount of \$47,377 be allocated for the purchase and installation of water bubblers along the main street and around the oval.**

##### **Attachments**

- 1 Quote - Bubblers - CG Plumbing**

Item 5



## QUOTE

West Daly Regional Council

**Date**  
19 Mar 2018

CG Plumbing  
PO Box 1342  
PALMERSTON NT 0831  
AUSTRALIA

**Expiry**  
18 Apr 2018

**Quote Number**  
QU-0184

**Reference**  
WATER BUBBLERS

**ABN**  
42 886 963 287

Description	Quantity	Unit Price	GST	Amount AUD
Water bubblers with bollard protection allowed run length 10m	2.00	3,250.00	10%	6,500.00
water meter assembly's With bollard protection allowed run length 10m	2.00	1,950.00	10%	3,900.00
excavator 2 x days with operator	2.00	2,000.00	10%	4,000.00
barge for materials	1.00	860.00	10%	860.00
labour for two times plumbers to fit water bubblers and tap into power and water assets / mains	1.00	6,000.00	10%	6,000.00
independent hydraulic certification from Irwin consult for two site servicing plans	2.00	6,200.00	10%	12,400.00
concrete from TDC 1 X Cubic meter	1.00	1,100.00	10%	1,100.00
flights and accommodation and food at the 100 man camp for two plumbers / oversize baggage for tools	1.00	5,850.00	10%	5,850.00
locator to fly in and locate services and fly back out same day as plumbers arrive	1.00	2,460.00	10%	2,460.00
Subtotal				43,070.00
TOTAL GST 10%				4,307.00
<b>TOTAL AUD</b>				<b>47,377.00</b>



## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 11

Prepared by **Rebecca Purser, Manager Corporate**

#### **Playgrounds at Nilinh and Manthathpe**

---

##### **Purpose**

To seek Local Authority Members approval for recommendation to Council for the purchase and installation of playgrounds at Nilinh and Manthathpe.

##### **Background**

At the Local Authority Meeting held on 20 February 2018, Local Authority Members made a recommendation for the installation of playgrounds around Nilinh and Manthathpe. Playgrounds were to include a BBQ area, seating and water bubblers.

Attached are quotes for playgrounds, seating, lighting and water bubblers for consideration by the Local Authority and recommendation to Council.

##### **Impact for Council**

Expenditure of Local Authority funds for the 2016/2017 financial year.

##### **Recommendation**

1. That the Local Authority recommends to Council that an amount of \$\_\_\_\_\_ be allocated for the purchase and installation of playground areas (including seating, lights and water bubblers) at Nilinh and Manthathpe.

##### **Attachments**

- 1 Outdoor Presentation West Daly
- 2 IP X Small Size suite with recirculation 2018
- 3 Quote - Leadsun Lighting





West Daly Regional  
Council

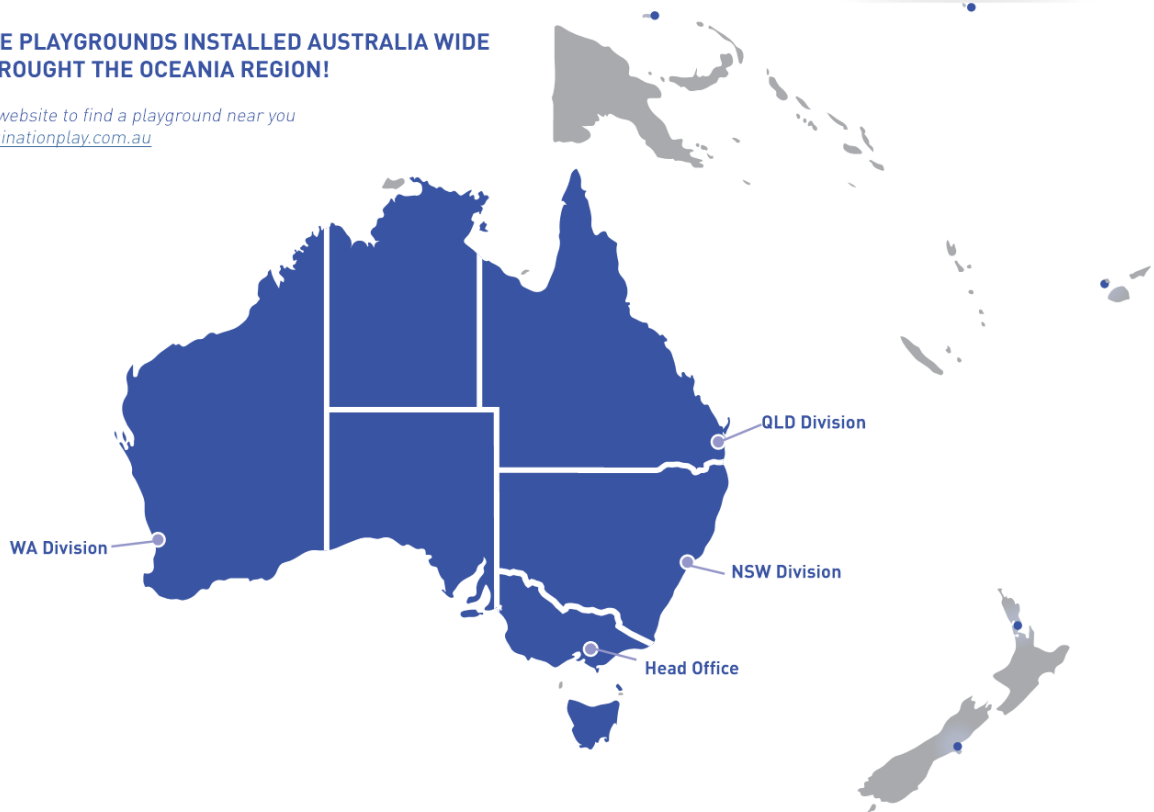


# WELCOME TO IMAGINATION PLAY

## TOTAL RECREATIONAL SOLUTIONS

WE HAVE PLAYGROUNDS INSTALLED AUSTRALIA WIDE  
AND THROUGHOUT THE OCEANIA REGION!

Go to our website to find a playground near you  
[www.imaginationplay.com.au](http://www.imaginationplay.com.au)



## IMAGINATION PLAY HAS THE LARGEST SELECTION OF CREATIVE RECREATIONAL SOLUTIONS IN AUSTRALASIA.

We offer high quality recreational equipment at affordable prices combined with superior customer service that exceeds the individual needs of our clients.

WE SOURCE THE HIGHEST QUALITY EQUIPMENT AND MATERIALS FROM AROUND THE WORLD ALONG  
WITH LOCALLY MANUFACTURED PRODUCTS FROM THE BELOW SUPPLIERS.







ABN: 77 050 161 316 Swanshore Pty Ltd  
 8 Jasmin Close, Yarra Glen VIC 3775  
 Postal: PO Box 442, Yarra Glen VIC 3775  
 Phone: 03 9738 1767

**QUOTE**  
**#11006**  
 26/3/2018

West Daly Regional Council  
 GPO Box 3775,  
 Darwin NT 0801  
 Australia

Expires	Contact	Contact Phone	Contact Email
3/7/2018	Jennifer O'Connor		<a href="mailto:jennifer@imaginationplay.com.au">jennifer@imaginationplay.com.au</a>

Description
Design 1
Supply and delivery only of outdoor playground equipment as per reference 1823.
We anticipate having your equipment available for despatch from our warehouse in Yarra Glen in approx 8 weeks from receipt of your deposit and signed paperwork.
Payment Terms ***** 50% Deposit of \$9,819.46 required now to action order ***** ***** Balance of \$9,819.46 required to despatch order ***** A 3% discount of \$589.17 (inc GST) will be applied to the final payment if our 7 day payment terms are met.

	Total Ex GST:	\$17,853.57
<b>*** OUR PRICES ARE VALID FOR 90 DAYS FROM DATE OF QUOTE</b>	GST (10%)	\$1,785.36
	Total Inc GST	\$19,638.93
A 3% Terms Discount will apply if our 7 day payment terms are met. The Terms Discount, if applicable, will be deducted from your final payment.	Terms Discount	\$589.17
<b>THANK YOU FOR YOUR BUSINESS!</b> Local Contractors are used to construct all our equipment.	Amount Payable After Discount (Inc GST)	\$19,049.76

#### HOW TO PAY:

Amounts may be banked directly to:  
**IMAGINATION PLAY**  
 BSB: 633-000  
 Account No: 1276-75056

Please use the Quote No. 11006 as reference

Email Remittance to  
[admin@imaginationplay.com.au](mailto:admin@imaginationplay.com.au)





Add 8 Jaramit Close, Yarras Glen, Victoria 3775  
Tel (03) 9738 1767  
Email sales@imaginationplay.com.au  
Web www.imaginationplay.com.au

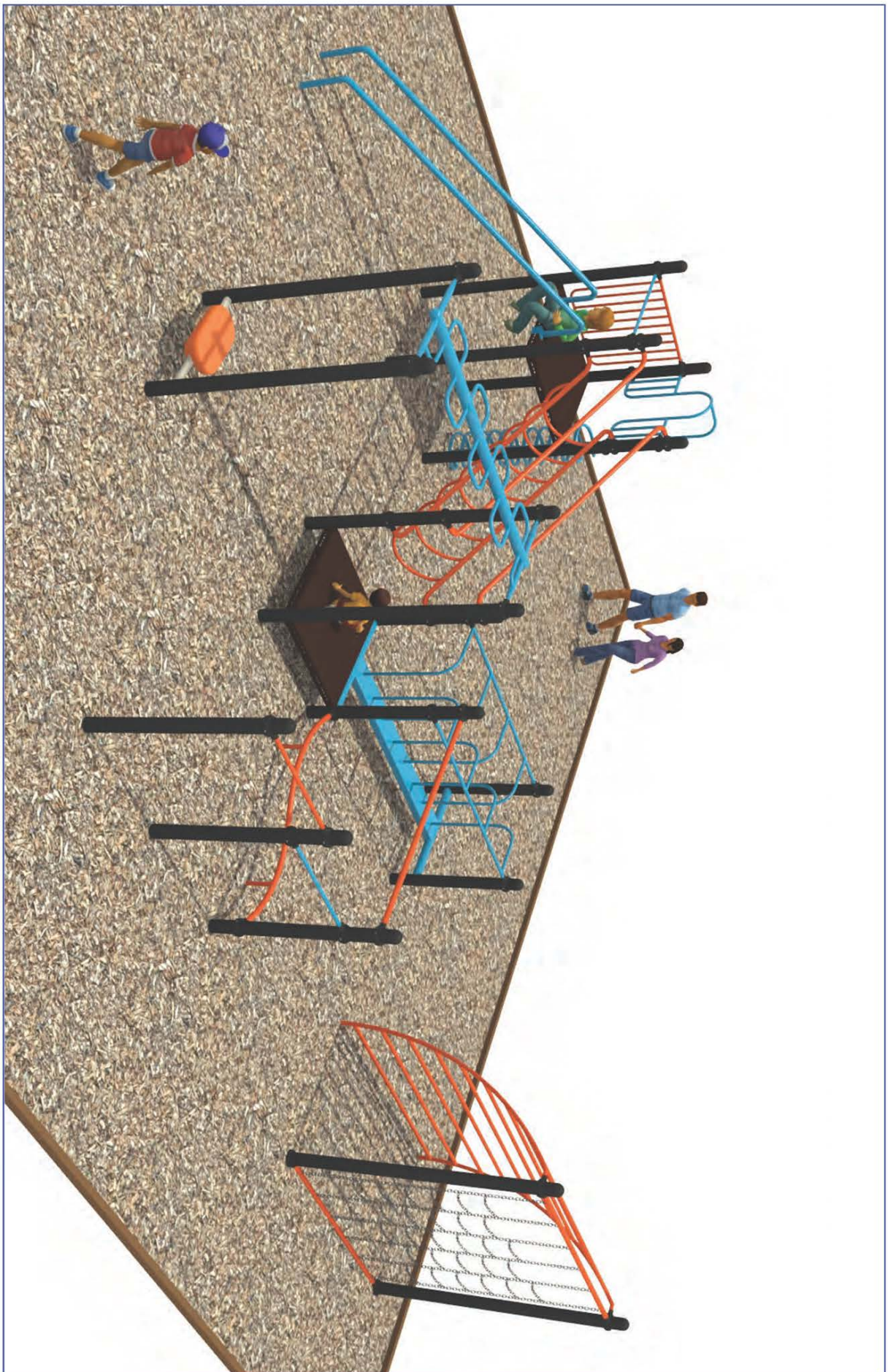
Project:  
**WEST DALY REGIONAL COUNCIL**

Representative:  
**JENNIFER O'CONNOR**

Reference: 1823  
Author: MB  
Revision: 0  
Date: 21/03/18

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PLAY EQUIPMENT			
4612549 Playdium Combination Unit			
1. Bannister Slide 1.5m 2. Steel safety Panel 3. Curry Climber 1.5m 4. Incline Half Hoop Climber 1.2m 5. Hip Swiveller 6. Combat Bridge (RH) 7. Twist Bar 1.2m 8. Twist Bar 1.5m 9. Snake Bars 10. Landing Deck 11. Army Climber			
Signature: _____ Date: _____			
Playground Rules Sign Included.			
Disclaimers: By signing this presentation, you understand and agree that any illustrations are for visual representation only. Exact colours and/or structural design features illustrated may differ slightly to final production.			
<b>COLOURS:</b> CAP COLOUR: ● BLACK CLAMP COLOUR: ● BLACK POST COLOUR: ● BLACK ROPE COLOUR: ○ N/A		PLASTIC COLOUR: ● ORANGE STEEL COLOUR: ● ORANGE ● TEAL	
POST MATERIAL: ○ ALUMINIUM POST INSTALLATION: ○ IN GROUND		Representative: JENNIFER O'CONNOR Reference: 1823 Author: MB Revision: 0 Date: 21/03/18	
Project: WEST DALY REGIONAL COUNCIL			
Add Tel: 8 Jasmin Close, Yarras Glen, Victoria 3775 Email: sales@imaginationplay.com.au Web: www.imaginationplay.com.au			





ABN: 77 050 161 316 Swanshore Pty Ltd  
 8 Jasmin Close, Yarra Glen VIC 3775  
 Postal: PO Box 442, Yarra Glen VIC 3775  
 Phone: 03 9738 1767

**QUOTE**  
**#11007**  
 26/3/2018

West Daly Regional Council  
 GPO Box 3775,  
 Darwin NT 0801  
 Australia

Expires	Contact	Contact Phone	Contact Email
3/7/2018	Jennifer O'Connor		<a href="mailto:jennifer@imaginationplay.com.au">jennifer@imaginationplay.com.au</a>

Description
Design 2
Supply and delivery only of outdoor playground equipment as per reference 1824.
We anticipate having your equipment available for despatch from our warehouse in Yarra Glen in approx 8 weeks from receipt of your deposit and signed paperwork.
Payment Terms ***** 50% Deposit of \$8,280.56 required now to action order ***** ***** Balance of \$8,280.56 required to despatch order ***** A 3% discount of \$496.83 (inc GST) will be applied to the final payment if our 7 day payment terms are met.

	Total Ex GST:	\$15,055.56
<b>*** OUR PRICES ARE VALID FOR 90 DAYS FROM DATE OF QUOTE</b>	GST (10%)	\$1,505.56
	Total Inc GST	\$16,561.12
A 3% Terms Discount will apply if our 7 day payment terms are met. The Terms Discount, if applicable, will be deducted from your final payment.	Terms Discount	\$496.83
<b>THANK YOU FOR YOUR BUSINESS!</b> Local Contractors are used to construct all our equipment.	Amount Payable After Discount (Inc GST)	\$16,064.29

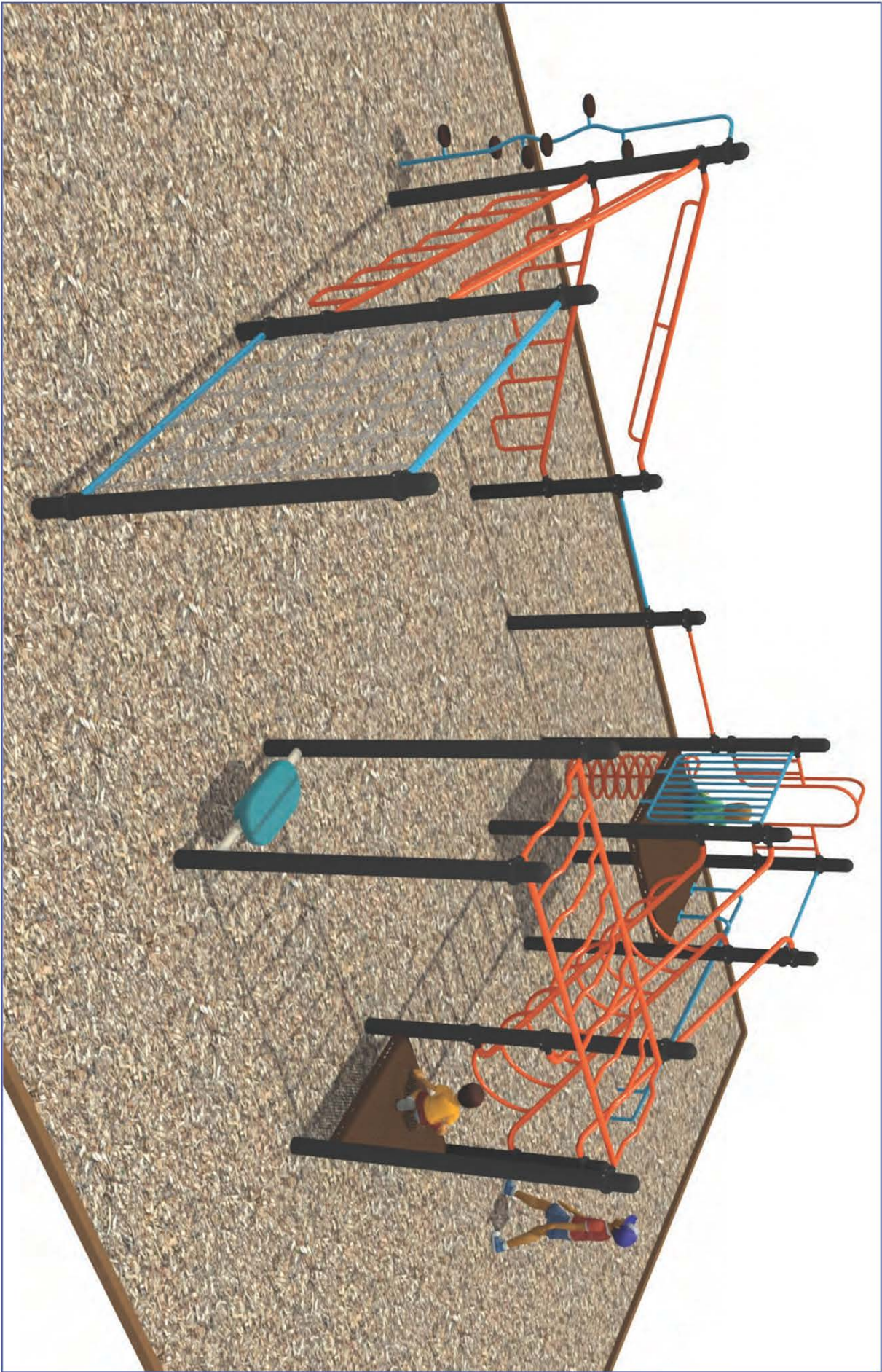
#### HOW TO PAY:

Amounts may be banked directly to:  
**IMAGINATION PLAY**  
 BSB: 633-000  
 Account No: 1276-75056

Please use the Quote No. 11007 as reference

Email Remittance to  
[admin@imaginationplay.com.au](mailto:admin@imaginationplay.com.au)





Add 8 Jacinth Close, Yarras Glen, Victoria 3775  
Tel (03) 9738 1767  
Email sales@imaginationplay.com.au  
Web www.imaginationplay.com.au

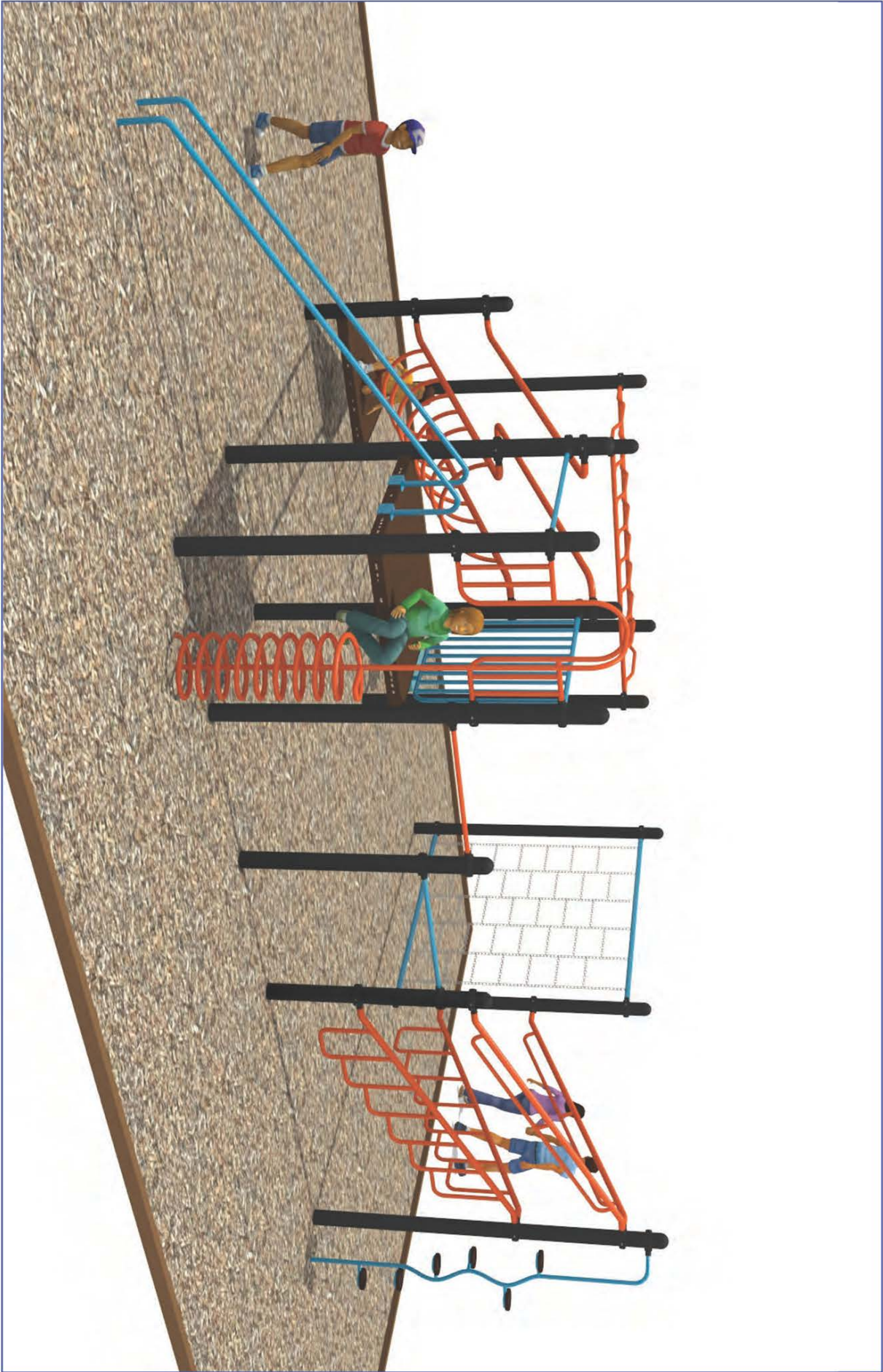
Project: WEST DALY REGIONAL COUNCIL

Representative: JENNIFER O'CONNOR

Reference: 1824  
Author: MB  
Date: 21/03/18

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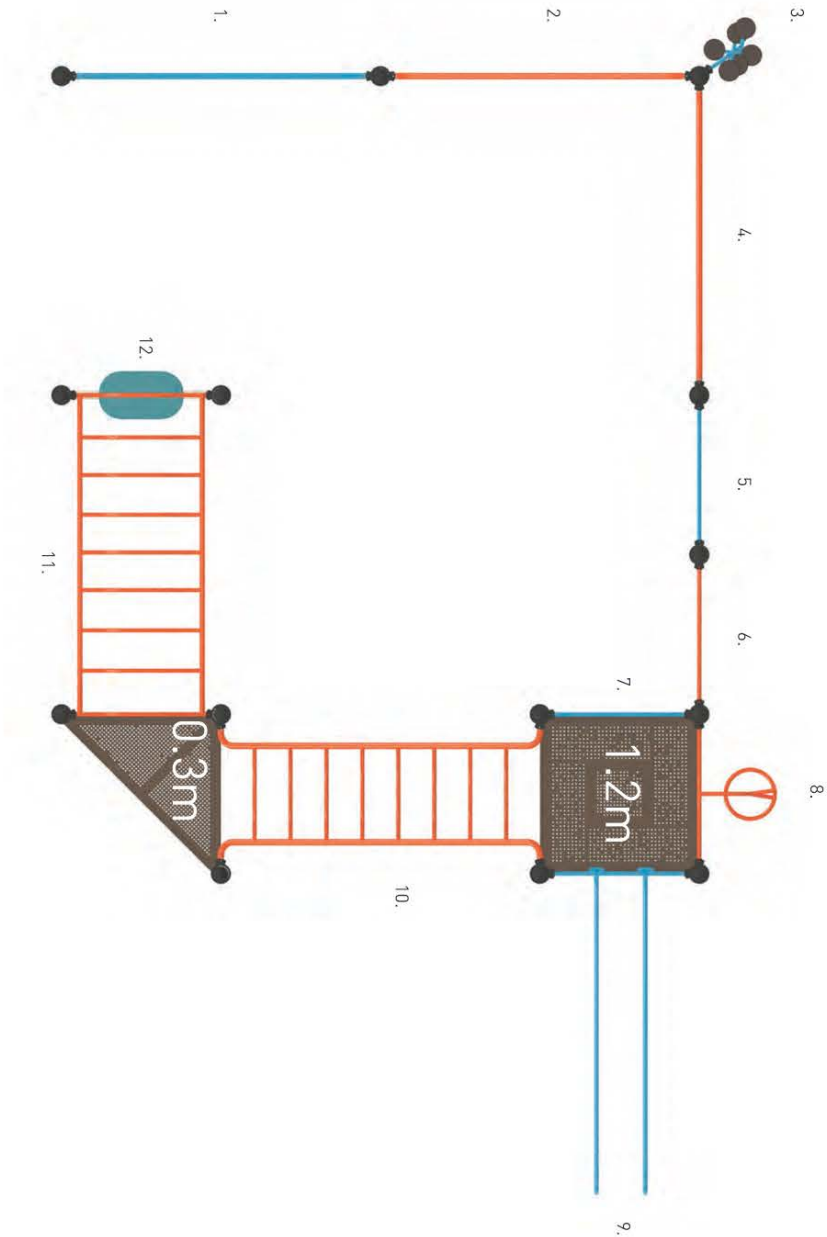
Add | 8 Jacinth Close, Yarra Glen, Victoria 3775  
Tel | (03) 9738 1767  
Email | sales@imaginationplay.com.au  
Web | www.imaginationplay.com.au

Project:  
**WEST DALY REGIONAL COUNCIL**

Representative:  
**JENNIFER O'CONNOR**

Reference: 1824  
Author: MB  
Revision: 0  
Date: 21/03/18

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<div>PLAY EQUIPMENT</div> <div>4612550 Playdium Combination Unit</div> <div><div>1. Chain Net Wall</div><div>2. Step-Up Climber</div><div>3. Bean Stalk Climber</div><div>4. Step-Up Climber</div><div>5. Twirl Bar 1.2m</div><div>6. Twirl Bar 1.5m</div><div>7. Steel Safety Panel</div><div>8. Curly Climber 1.2m</div><div>9. Bannister Slide 1.2m</div><div>10. Incline Half Hoop Climber 0.9m</div><div>11. Monkey Bars</div><div>12. Landing Deck</div></div>		<div>Signature: _____</div> <div>Date: _____</div> <div>Disclaimers: By signing this presentation, you understand and agree that any illustrations are for visual representation only. Exact colours and/or structural design features illustrated may differ slightly to final production.</div> <div>Playground Rules Sign Included.</div> <div></div>
		
<div>COLOURS:</div> <div>CAP COLOUR: ● BLACK</div> <div>CLAMP COLOUR: ● BLACK</div> <div>POST COLOUR: ● BLACK</div> <div>ROPE COLOUR: ○ N/A</div> <div>PLASTIC COLOUR: ● TEAL</div> <div>STEEL COLOUR: ● ORANGE ● TEAL</div>	<div>POST MATERIAL: ○ ALUMINIUM</div> <div>POST INSTALLATION: ○ IN GROUND</div>	
<div>Representative: JENNIFER O'CONNOR</div> <div>Reference: 1824</div> <div>Author: MB</div> <div>Revision: 0</div> <div>Date: 21/03/18</div>		
<div>Imaginationplay Total Recreational Solutions</div> <div>Add Tel (03) 9738 1767 Email sales@imaginationplay.com.au Web www.imaginationplay.com.au</div> <div>8 Jasmin Close, Yarra Glen, Victoria 3775</div>		



## WHY CHOOSE IMAGINATION PLAY

### WHO WE ARE

Imagination Play is a 100% Australian owned and run company, we pride ourselves in offering high quality products and superior services that we offer to the Architecture, Landscaping, Open space, Commercial, Education and Recreational market.

Imagination Play was established in 1995 by Director Mark Batty. Initially a playground installation and construction company, Imagination Play today stands as one of the most recognised commercial playground companies within Australia.



### WHAT WE DO

- A Turn Key provider of Total Recreation Solutions.
- Our designs are done inhouse by our industrial design studio.
- We offer a full design and construct service, which included installation and maintenance.
- We provide solutions such as Custom play structures, Unique independent elements, Rope play, Natural play, Interactive play, Fitness Equipment, Water play, Glass fibre reinforced concrete structures, Commercial shade structures, Rubber surfacing solutions for Public open space, Urban developments, Education, Institutional, Retail complexes, Hospitality and Tourism as well as Aged Care assisted living.

### HOW WE DO IT

Imagination Play offers full service design and construction outcomes for design professionals; which is further complemented by a diverse portfolio of solutions, finishes and services to add significant value to any project.

Whether incorporating play, outdoor fitness, surfacing, street furniture and shelters, Imagination Play offers a highly experienced consulting approach to design, with turnkey outcomes for delivery of a professional project.



### WHAT THAT MEANS FOR YOU

At Imagination Play our team believes that it is vital to develop a strong relationship with our clients to ensure a successful outcome for all projects we are involved in.

Imagination Play brings together its mission of providing world class, unique recreation equipment that activates spaces, with an innovative design approach, project delivery and installation.



## OUR APPROACH

### LISTEN

Utilising our expertise from years of experience within the playground industry, we take into consideration all of your needs and requirements

- Target Group, age and abilities.
- Vision & Intention.
- Budgetary Constraints.
- Space related issues & Location.

### THINK

As part of our strategy to provide you the best possible outcome, we involve the following in house personnel.

- Design Team
- Safety auditor
- Project management
- Installation

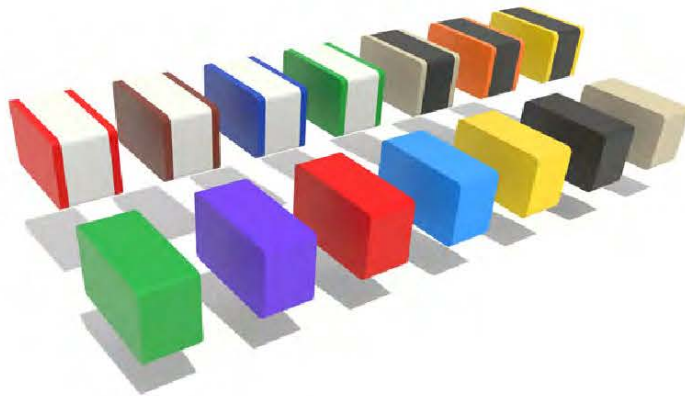
### SOLVE

When presenting you the final solution, we provide the following supporting documentation. To help you make a fully informed decision.

- 2D and 3D drawings
- Inclusions, colour choices
- Price
- Certificate of Compliance/Warranties



## COLOUR OPTIONS



### HIGH-DENSITY POLYETHYLENE (HDPE)

HDPE is used in most interactive panels with detailed embossed graphics and is available in these 14 colours

- RED/WHITE
- BROWN/WHITE
- BLUE/WHITE
- GREEN/WHITE
- TAN/BLACK
- ORANGE/BLACK
- YELLOW/BLACK
- GREEN
- PURPLE
- RED
- SKY BLUE
- YELLOW
- BLACK
- TAN

### LOW-DENSITY POLYETHYLENE (LDPE)

LDPE is used in all rotomoulded components and is available in these 12 colours

- BLUE
- SKY BLUE
- TEAL
- GREEN
- LIME GREEN
- YELLOW
- ORANGE
- RED
- TAN
- BROWN
- PURPLE
- MAGENTA



### THERMOPLASTIC POLYESTER POWDER COATING

The Powder Coating is available in these 13 colours

- RED
- ORANGE
- YELLOW
- BROWN
- GREEN
- LIME
- TEAL
- BLUE
- PURPLE
- BLACK
- SILVER
- TAN
- WHITE

### POLYESTER BRAIDED CARBON STEEL ROPE

The Polyester Braided Carbon Steel Rope is available in these 2 colours

- RED
- BLACK





## UNDERGROUND SERVICES - DECLARATION

To minimise the risk of disruption or damage to underground services; and also in the interests of safety; Imagination Play requests that the Underground Services Declaration Form be completed by all customers.

This is a mandatory preventative measure for all playground installations. The form must be completed, signed and submitted with plans prior to installation.

**IMPORTANT:**

This form must be completed and signed prior to installation of the playground and supporting information sent.

Date:

Customer:

Address:

Please select either Option 1 or 2: (Option 2 is on the next page)

Option 1) **NO UNDERGROUND SERVICES DETECTED**

*On behalf of the customer listed above, I advise that there are no underground services, pipes or property located underground on the proposed site where the playground is to be installed.*

*I accept on behalf of the customer that Imagination Play takes no responsibility for any damage sustained to services, pipes or property.*

Select from the following statements:

☐ We have a builder's plan of the proposed site which is both current and correct.  
This plan shows that there are no services present. I agree to submit a copy of these plans to Imagination Play prior to installation.

**OR**

☐ We have conducted a scan of the services and no services were located.

Name:

Signature:



## UNDERGROUND SERVICES - DECLARATION

Option 2) **UNDERGROUND SERVICES DETECTED / PRESENT**

On behalf of the customer listed above, I wish to declare that there are services present underground on the proposed site where the playground is to be installed.

Select from the following statements:

☐ We have arranged a scan for underground services which I agree to have completed prior to the playground installation date and the services will be clearly marked.

**OR**

☐ We have a builder's plan of the underground services which is both current and correct. I agree to submit a copy of these plans to Imagination Play prior to installation.

Name:

Signature:

-----

Please submit this form including plans to:

Email: [Projects@imaginationplay.com.au](mailto:Projects@imaginationplay.com.au)

Mail: Attention: Projects - Imagination Play - 8 Jasmin Close Yarra Glen Vic 3775





Date .....

To our new Customer

RE: New Account Information

To ensure the payment process runs smoothly, please provide the following details to  
[admin@imaginationplay.com.au](mailto:admin@imaginationplay.com.au)

Trading Name of your business: .....

Your billing address .....

.....

The person to whom we should address our invoices .....

Their email address .....

Their phone number/s .....

Please advise your payment method    EFT / Cheque

Please acknowledge that you have our current address (below) in your system by signing here

.....

Thank you,

Accounts Department ([admin@imaginationplay.com.au](mailto:admin@imaginationplay.com.au))

ACN: 050 161 316  
ABN: 7705 0161 316

Phone: +61 3 9738 1767  
Email: [sales@imaginationplay.com.au](mailto:sales@imaginationplay.com.au)  
Website: [www.imaginationplay.com.au](http://www.imaginationplay.com.au)



# ACKNOWLEDGMENT AND ACCEPTANCE OF ORDER

Date: Customer: Address: On behalf of: 

We formally acknowledge and provide acceptance of our order to proceed with works outlined in the following quotation number:  subject to the following terms and conditions listed below:

1. All quotations have been compiled taking into account every reasonable consideration when being prepared. However, Imagination Play cannot take responsibility for underground service, pipes or property unless their location is made available prior to commencement of excavation.
2. Quotes assume normal digging conditions. No allowance has been made should adverse conditions such as excessive rock, filled landfill spoil or pre-existing drainage issues. Should such adverse conditions result in extra cost being associated with the works these costs will be treated as a variation to the quotation. Such variations will always be based on only recovering costs.
3. Imagination Play makes every attempt to give the most competitive pricing without compromising on quality. To do this, we pay our suppliers on delivery of goods thus securing deposits and progress payments for works projects. Acceptance of this quote is based on our payment terms outlined in the quotation. Should these terms not be acceptable a revised quotation would need to be generated. A levy of 3% will apply to quotes accepted without our standard payment terms.
4. All materials and equipment shall remain the property of Imagination Play until full and final payments are made.
5. Imagination Play shall have unrestricted access to all equipment until full and final payments are made.
6. Colours as seen in quoted computer generated graphics are for visual representation and illustrative purposes only. Colours shown on computer screens and printed on paper will differ to painted colour.
7. Quotes assume site access for installation works to all Imagination Plays staff and contractors at all times. Any additional on-site inductions or site specific training above and beyond Imagination Plays staff internal OHS requirements at will be subject to an additional levy under our works variation policy. Such variations will always be based on only recovering costs. Delivery and installation assumes access to site can be obtained in all weather conditions with at least 2.7m wide straight line path with no more than 10 degree inclination to work or delivery area within 20 metres unless pre-advised and allowed for in this quotation.
8. In the event of an order cancellation there will be a 50% cancellation fee of the total invoice given.
9. For QLD supply only customers, please be acknowledged that a licensed installer is required for any installation works over the value of \$3300. For more information please visit the link below.  
<http://www.bsa.qld.gov.au/BuildersContractors/Licence%20Classes/Pages/BuilderRestrictedtoStructuralLandscaping.aspx>
10. **IMPORTANT NOTE:** Purchaser is responsible for obtaining insurance cover on products upon delivery to site.
11. Imagination Play will not be held responsible for any damage to the equipment and or footings whilst concrete is curing during installation. We highly recommend the customer provides temporary fencing to protect the area from children playing on equipment before the concrete has fully cured ( after installation has been completed depending on site conditions ).

Signed: \_\_\_\_\_

Person Responsible for acceptance: Position: 

ACN: 050 161 316  
ABN: 7705 0161 316

Phone: +61 3 9738 1767  
Email: [sales@imaginationplay.com.au](mailto:sales@imaginationplay.com.au)  
Website: [www.imaginationplay.com.au](http://www.imaginationplay.com.au)







*Creating Unique Aquatic Play Destinations!*

**Aquatic Playground Equipment**





Supply and Delivery  
Equipment Only: \$129,555.00

GST: \$12,955.50

Total: \$142,510.50

## Pricing Summary

Client:

Version: XS R

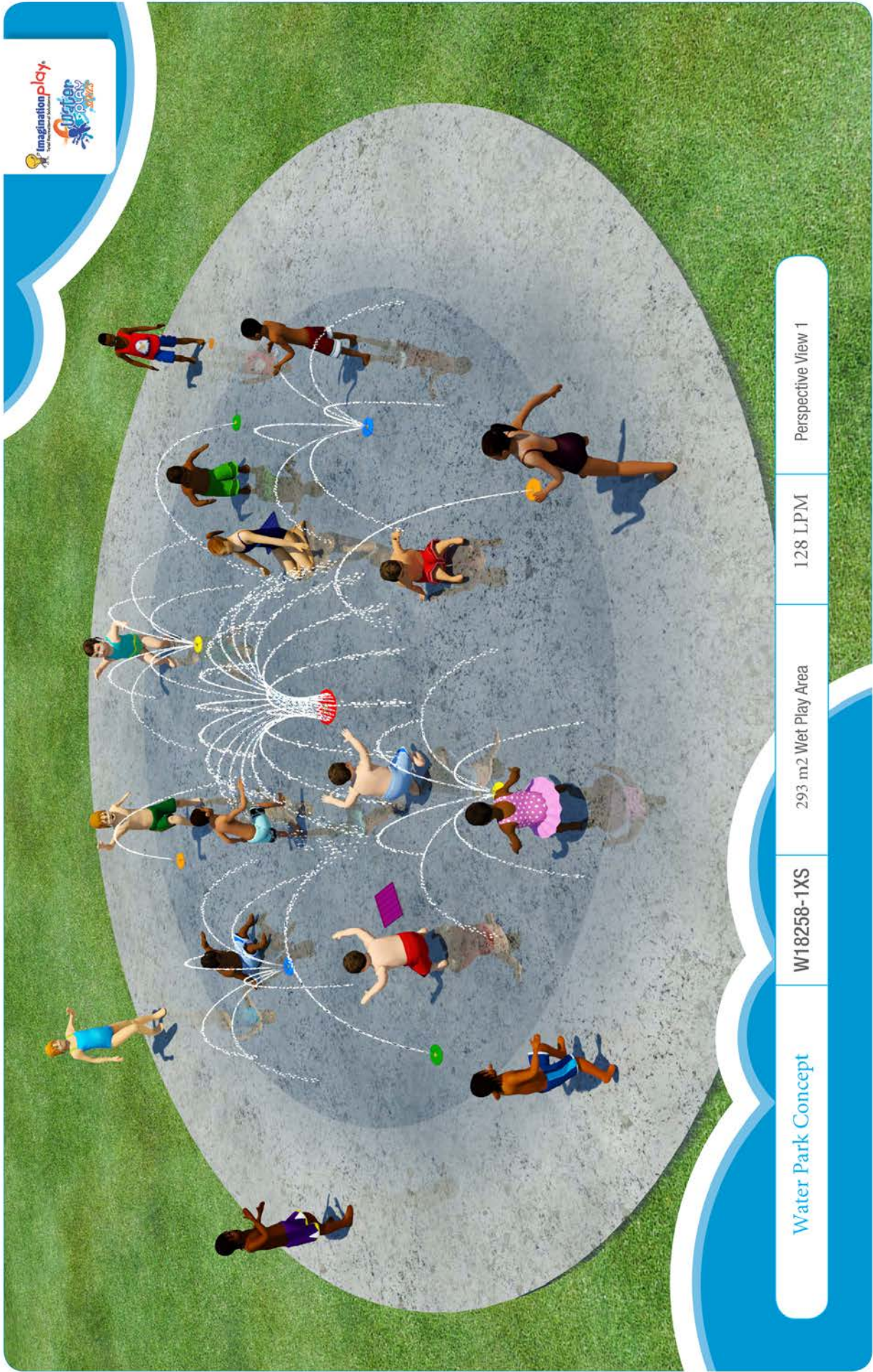
Qty	Part Number	Part Description
(4)	W006C	Aqua Arch™, Water Conserving
(4)	W036C	Baby Long Legs™, Water Conserving
(1)	W093	Water Weave™
(1)	W017F	Flush (Flat) Launch Pad™, Wired Vibration Activated (Flush Deck Mounted)
(1)	DSC-8-8	UL-Listed Controller with 1 module for 8 hard-wired inputs, 1 module for 8 wired 24VAC outputs, mounted in a NEMA 4X Enclosure with Lockable Hasp.
(1)	WMFS-6	Flanged 4" Stainless Steel Manifold for Wall Mount Installation w/pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections (no plug supplied); (3) 1 1/2" discharge assemblies each w/(1) true union ball valve, (3) 1" discharge assemblies each w/(1) true union ball valve and (1) 24VAC bronze solenoid valve with 15' cord. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met.
(2)	W200	Plain Drain™ with 4" Slip Connection
(1)	Custom VakPak Recirculation Sy	Cabinet Mounted Above Grade Vak Pak Splash Pad Recirculation System. Including: Filter Pump with Suction, Tank Drain, Backwash to Waste, Pump to Filter, Return to Collector Tank and Pentair Sand Filter. ORP/PH Chemical Control System with Feed Pumps and Remote Chemical Crocks. Feature Pump with Suction, Discharge to Actuated Bypass and Water Odyssey WMFS-(series) Valve Manifold. (100% Filtration on Feature Pump from Tank. Reinforced Fiberglass Collector Tank with all Required Penetrations, Vacuum Cartridge Filter Manifold, Overflow to Waste and Auto Fill Device. Electrical Control System with a Circuit Breaker Panel and DSC-(series) Water Odyssey Controller.
(1)	UV150 - 560	Ultraviolet water treatment 560 Litres per minute.

\*Pricing is based on supply only of product.

\*Prices are indicative only

\*All water sanitisation requirements to be forwarded to Imagination Play prior to order acceptance.

\*Pricing based on machine room being located no more than 10 metres from water play pad






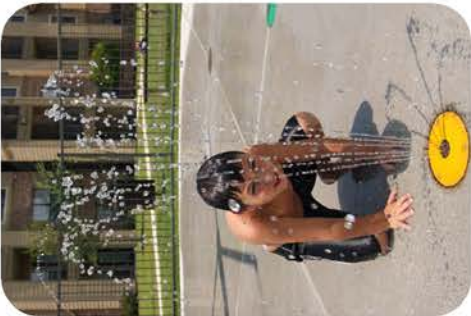














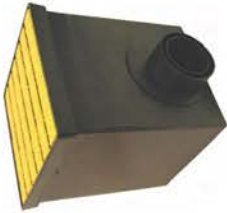
Baby Long Legs™  
W036



Aqua Arch™  
W006



Water Weave™  
W093



Plain Drain™  
W200

**ACTIVATORS & DRAINS**

*\*\*Product photography unavailable for  
W017-F LAUNCH PAD FLAT / HARD-WIRED\*\**

Water Park Concept

W18258-1XS

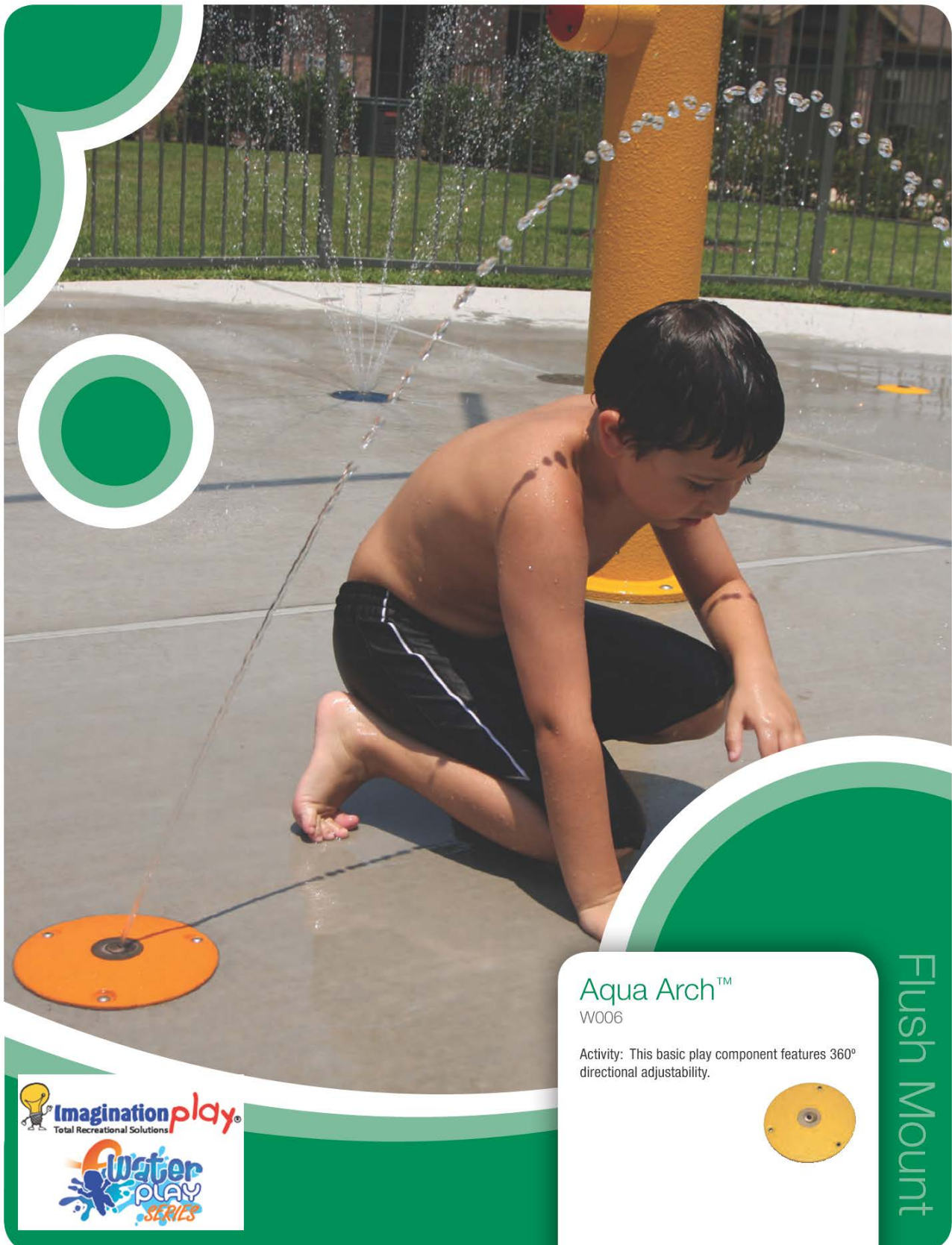
293 m2 Wet Play Area

128 LPM

Product Photography

Attachment 2

Page 113





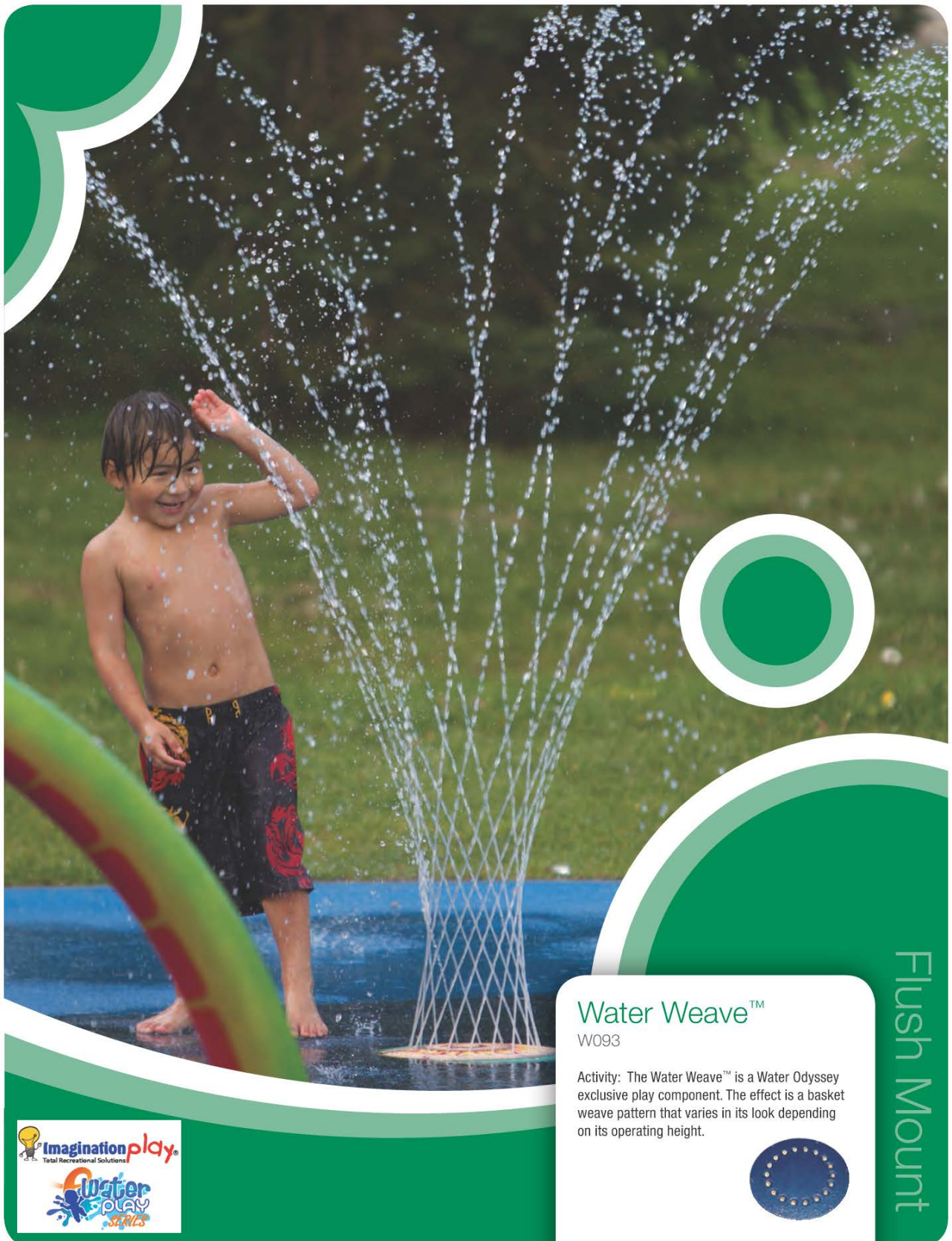
## Flush Mount

## Baby Long Legs™

W036

Activity: The Baby Long Legs™ effect is created by outward arching streams of water.





**Water Weave™**  
W093

Activity: The Water Weave™ is a Water Odyssey exclusive play component. The effect is a basket weave pattern that varies in its look depending on its operating height.

Flush Mount

**Imaginationplay®**  
Total Recreational Solutions

**Water PLAY SERIES**









# 10

## REASONS

### Why Imagination Play Water Play series is the Right Choice.

#### 1. Get the most play value from one source!

Our high quality products maximize play value and minimize maintenance costs to extend the life of your parks for years to come. From stainless steel play features to our highly themed Fun Forms™, Water Play can accommodate your needs.

#### 2. Age appropriate interchangeability.

Don't limit the potential of your aquatic play area. The Switcheroo™ is the most versatile anchoring system on the market allowing for Water Play components to be interchangeable so you get the most out of your facilities for your budget.

#### 3. More interaction, More Fun!

Explore our broad range of interactive products that promote team building, learning, and Fun!

#### 4. Custom capabilities.

Water Play specializes in creating unique project specific products from interactive games to highly themed features.

#### 5. Design services available.

Eliminate extra costs by doing the job right the first time with Water Play's in-house design services. We design for safety, cost effectiveness, and fun.

#### 6. Get wireless activation & the intuitive UL listed DSC controller.

Water Play's wireless activators reduce installation and maintenance costs while delivering fun on-demand. Our DSC Aquatic Playground Controller is easy to operate, low maintenance, and is listed UL 1563 for swimming pool applications.

#### 7. Armor Hue™ is the most durable coating system in the market.

Water Play's Armor Hue™ stands up to the elements, such as Chlorine and UV, while its durability minimizes the effects of vandalism. Unlike powder coated products which require costly freight to return to the factory for repair due to harsh chemicals or vandalism, Water Play Features are field repairable.

#### 8. Theme painting at no additional charge! Take advantage of Water Play's Artistic License, and get theme painting for no additional cost.

#### 9. Competitive pricing without sacrificing quality!

Water Play Components & Systems are designed and manufactured to the highest of safety standards. Play components are made to stand up to the elements, such as Chlorine and UV, while their durability minimizes the effects of vandalism so that children don't encounter damaged products with broken pieces or sharp edges.

#### 10. Water Play proudly made in the USA!



Item 1

**LEADSUN**

"The Leader In Solar Lighting Technology"

Leadsun Australia P/L (ABN: 16 158 717 750)  
 42 Greens Rd, Dandenong South, 3075  
 Tel: 1300 532 378 Fax: 03 8610 0393  
 Website: www.leadsun.com.au

Official Quotation #: 02220218v1

Date: 22nd February 2018

Valid: 60 days

Payment terms: COD  
 Payment method EFT

Attention: Glenn Parker  
 Customer: West Daly Regional Council  
 Phone:  
 Email: [Grants@westdaly.nt.gov.au](mailto:Grants@westdaly.nt.gov.au)

**PROJECT DESCRIPTION: Solar Lighting**

Item	Model	Description	Unit Price	Qty	Sub Total
1	AE3S70N	AE3 Solar Panel 70W 12V, 27Ah, Multi-controller PWM V3	\$ 1,475.00	1	\$1,475.00
2	LSRM12-F2	LED Light head Cree 30W, 12V PWM V2 (Standard)	\$ 420.00	1	\$420.00
3	OR-34D-1.2M	12V GE 25W LED light head, inclusive of installation of LN-1 DIM-On-Off wireless node & custom programming	\$ 110.00	1	\$110.00
4	EL-MOSP-5.5M	EZYlift (Medium Duty) hinged 'folding type' lift pole, 5.5m height, 89mm diameter, 250mm PCD base plate, hot dipped galvanised finish, includes base plate cover	\$ 720.00	1	\$720.00
5	RBC-250-100	1m Rag bolt cage, M20 Structural 8.8, 250mm PCD with nuts & washers	\$ 110.00	1	\$110.00
6	FREIGHT	Ex-works Melbourne	\$ -	1	\$0.00
Total Cost USD Excluding GST:					\$2,835.00

**System Operation:**

All lights will be illuminated at 30% of full illumination from dusk til dawn. Inbuilt PIR sensor in light head will be functional and upon movement detection light will illuminate to full brightness for 60 seconds then DIM again until next movement detection. All lights will be illuminated at 30% of full illumination from dusk til dawn. Inbuilt PIR sensor in light head will be functional and upon movement detection light will illuminate to full brightness for 60 seconds then DIM again until next movement detection.

Autonomy : 2 Days (without sunshine)

**LED Lighthouse:**

30W LED lighthouse asymmetrical lense for maximum light distribution.

**Pole:**

5.5m hot dip galvanised, lowerable pole.

**Footings:**

1000mm deep x 250PCD Ragbolt/Cage

Walter Terella  
 National Sales Manager  
 Phone: 0490 050 430  
 Email: [waltert@leadsun.com.au](mailto:waltert@leadsun.com.au)

+ freight



## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 12

Prepared by **Rebecca Purser, Manager Corporate**

#### **Seating around the Oval**

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##### **Purpose**

To seek Local Authority Members approval for recommendation to Council for the installation of additional seating around the oval.

##### **Background**

At the Local Authority Meeting held on 20 February 2018, Local Authority Members made a recommendation for the installation of additional seating around the oval.

Attached are quotes for the purchase of 20 aluminium bench seats around the oval for Local Authority consideration and recommendation to Council. Council will attend to installation.

##### **Impact for Council**

Expenditure of Local Authority funds for the 2016/2017 financial year.

##### **Recommendation**

- 1. That the Local Authority recommends to Council that an amount of \$6,297.50 be allocated for the purchase of 20 aluminium bench seats around the oval.**

##### **Attachments**

- 1** Quote - Aluminium bench seating

Item 7

**88339 ALUMINIUM BENCH SEAT****Panel**

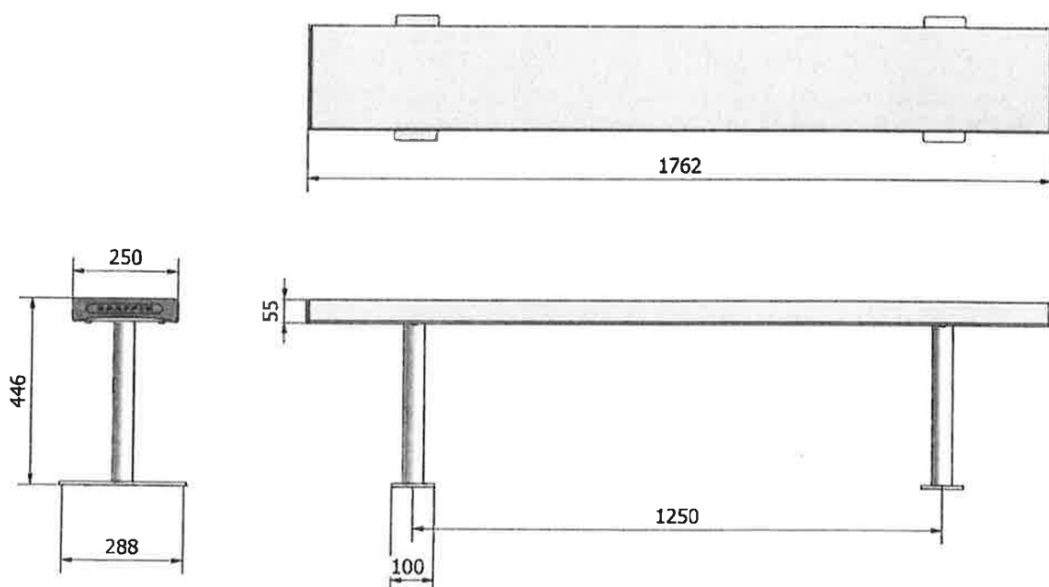
- Extruded, anodised aluminium
- Galvanised steel brackets
- Plastic End Caps
- SS Rivets and Fasteners
- Powder Coat Optional

**Legs**

- 8mm Galvanised Steel Plates
- 48mm x 3.2mm Galvanised Steel Pipe
- Powder Coat Optional

**Mounting Options**

- Cast In
- Bolt Down



Item 7

**E. P. Draffin Manufacturing Pty Ltd**PO BOX 165  
Bayswater, Vic 3153 Australia

Phone: 03 9720 1033

Fax: 03 9720 5508

ABN: 23 004 377 913

**Quote No: 21770****Wednesday, 11 April 2018**

Page: 1

Attention: **Glenn Parker****West Daly Regional Council**

GPO Box 3775

Darwin, NT 0801

Phone: 0419 804 768

Dear Glenn

Thank you for the opportunity to submit the following quote.

**Payment Terms: 30 Days from date of Invoice.**Leadtimes

Standard Production Leadtime = 50 Business Days excluding Custom Designs may incur extra lead time for drawings and approval.

If non account customer, time taken to pay deposit or process account application is added to leadtime.

Part ID: **88339/AL/I**

Rev:

ALUMINIUM BENCH SEAT I/G

1750mm X 250mm

InGround fixing

flatpacked

Quantity	Unit Price	Discount	Discounted Unit Price	Discounted Unit Price (inc GST)	Additional Charges (inc GST)	Total Price (inc GST)
20	282.00	5 %	267.90	294.69		\$5,893.80

Part ID: **FREIGHT**

Rev:

Freight Quote ESTIMATION - TBC

Goods packed on pallet, Product/s and Quantities TBC

If tailgate unloading required extra \$80 + gst

Carrier quoted:Cope

Quantity	Unit Price	Discount	Discounted Unit Price	Discounted Unit Price (inc GST)	Additional Charges (inc GST)	Total Price (inc GST)
1	367.00	0 %		403.70		\$403.70





## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 13

Prepared by **Rebecca Purser, Manager Corporate**

#### **Shade Trees**

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##### **Purpose**

To seek Local Authority Members approval for recommendation to Council for the purchase and planting of mature shade trees around the community.

##### **Background**

At the Local Authority Meeting held on 20<sup>th</sup> February 2018, Local Authority Members made a recommendation for additional shade trees to be planted around the community.

Attached are quotes for 15 mature shade trees for Local Authority consideration and recommendation to Council.

##### **Impact for Council**

Expenditure of Local Authority funds for the 2016/2017 financial year.

##### **Recommendation**

- 1. That the Local Authority recommends to Council that an amount of \$2,475 be allocated for the purchase and installation of shade trees around the community.**

##### **Attachments**

- 1 Quote - Shade Tree - Indicative Price**







## WEST DALY REGIONAL COUNCIL

### FOR THE WADEYE LOCAL AUTHORITY OF 09 MAY 2018

#### Report for Agenda Item No 14

Prepared by **Rebecca Purser, Manager Corporate**

#### **Concrete Speed Humps - Manthathpe**

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##### **Purpose**

To seek Local Authority Members approval for recommendation to Council for the installation of additional concrete speed humps around Manthathpe.

##### **Background**

At the Local Authority Meeting held on 20 February 2018, Local Authority Members made a recommendation for the installation of additional concrete speed humps around Manthathpe.

Attached are quotes for the installation of concrete speed humps around Manthathpe.

##### **Impact for Council**

Expenditure of Local Authority funds for the 2016/2017 financial year.

##### **Recommendation**

1. That the Local Authority recommends to Council that an amount of \$\_\_\_\_\_ be allocated for the installation of \_\_\_\_\_ concrete speed humps around Manthathpe.

##### **Attachments**

- 1 Quote - Speed Bumps



## QUOTATION

**Quote #QFB257 - Wadeye**

**Date:** 18<sup>th</sup> November 2017

**To:** West Daly Regional Council - Wadeye

**Attn:** Scott Page

**Phone:** 08 8978 2355

**Fax:** 08 8978 2357

**Email:** [scott.page@westdaly.nt.gov.au](mailto:scott.page@westdaly.nt.gov.au)

### RE: PEDESTRIAN CROSSINGS

We are pleased to submit our quotation for the following scope of works

#### **Installation of Pedestrian Crossing to Road in Front of Manthathpe Store Gate Access**

- Supply and freight on materials.
- Excavation of 1 crossing in front of the Manthathpe Store. Approximate size mark crossing 5.5m x 2.0m x 0.2m
- Crossing will be 100mm below existing road height and will rise to 100mm above the existing road height.
- SL82 mesh with intermittent layer, 25mpa concrete to be poured for crossing.
- Wattyl Rapidline road marking paint to mark crossings.
- Detour and safety signs at each site when under construction.
- Pedestrian crossing, and speed bump signs posts to be installed on approaches.
- Clean jobsite.

**Total Price (Including GST):** **\$9,822.20**