



APPLICATION FOR REGISTRATION FOR PLANT AND EQUIPMENT AND MATERIAL SUPPLY

To be considered on Councils register you must:

- Complete the details required in the applicant details.
- Complete the Schedule of Rates 2024/25 in the category you wish to be registered for.
- Complete the WH&S Systems and Practices questionnaire and provide any detail or documents required by it.
- Complete and sign the 'Agreement 2024-2025' form.

APPLICANT DETAILS	
COMPANIES:	
Company Name:	
ABN:	
Trading Name (if different to above)	
Business Address:	
SOLE TRADER/INDIVIDUAL:	
Name:	
ABN:	
Business Address:	
CONTACT DETAILS:	
Telephone:	
Email:	
Contact Person:	

SCHEDULE OF RATES 2024-2025

DESCRIPTION OF SERVICE	HOURLY RATE WITHOUT OPERATOR	HOURLY RATE WITH OPERATOR	WEEKLY RATE
ROAD ROLLER			
7 Tonne Roller			
12 Tonne Roller			
Standby Rate			
Transport Rate			
EXCAVATOR			
6-8 Tonne Excavator			
Standby Rate			
Transport Rate			
BOBCAT/GRADER/TRACTOR			
Bobcat			
Bobcat & Truck			
8-10 Tonne Grader			
Tractor and Slasher			
Tractor with Flat deck Slasher			
Standby Rate			
Transport Rate			
ATTACHMENTS			
Auger			
Rock Breaker			
TRUCKS/TIPPERS			
Truck - 3 Yard			
Truck - 5 Yard			
Truck - 7 Yard			
Truck - 10 Yard with Trailer			
Truck - 10 Yard without Trailer			
Water Cart			
OTHER EQUIPMENT			

DESCRIPTION OF SERVICE	UNIT	PRICE/RATE \$ (Exc GST)
MATERIALS		
Base A	Tonne	
Base B	Tonne	
Sub Base 1	Tonne	
Sub Base 2	Tonne	
Shoulder Gravel	Tonne	
14mm Aggregate	Tonne	
20mm Aggregate	Tonne	
40mm Drain Rock	Tonne	
50mm Drain Rock	Tonne	
FCR	Tonne	
Top Soil - Screened Loam	m3	
Delivery Rate		
OTHER SERVICE		

SPECIFICATIONS/CONDITIONS OF HIRE FOR PLANT & EQUIPMENT AND MATERIAL SUPPLY FOR 2024-2025

1. GENERAL

- a) The registration of plant & machinery and material supply process seeks to identify a pool of available services which Council can use whenever necessary. This is opposed to the acceptance of a tender where the principal and the tenderer form a contractual relationship for the ensuing twelve months, to the exclusion of other tenderers.
- b) The Council will maintain a register of materials and plant and equipment available for hire to the Council by the Contractor for use within the Municipality of Brighton.
- c) The Contractor is to submit details of materials and plant or equipment available for hire to the Council.
- d) Some registered materials and plant may not be used at all during the hire period, some may be used infrequently while other plant may be used regularly. There is no implied or express intention to necessarily apportion work equally or on any other basis, between two or more operators whose application for registration for similar plant is accepted.
- e) Council reserves the right to hire any equipment outside this list as and when required providing the owner meets the requirements of this specification.

2. PERIOD OF REGISTRATION

The period of registration will be from the 1st July 2024 to the 30th June 2025 unless the parties, by agreement, vary the period of registration in writing.

3. NOTIFICATION OF HIRE

The Council will notify the Contractor by no later than 2.30 p.m. on the day prior to the day on which the plant is required at which time the Council will specify the time and place at which the plant is required. In the absence of any specification as to the commencement time by the Council the Contractor will have the plant ready to commence operation on the following day at as specified by Council's Works Manager or Nominated Officer.

4. RATES FOR MATERIALS AND PLANT & EQUIPMENT HIRE

The Council agrees to pay to the Contractor the hire rate specified by the Contractor for the plant as set out in the Registration Schedule attached hereto. The hire rate for the plant will not be subject to variation or alteration during the hire period unless agreed to in writing by the Council.

The Council agrees that payment for materials will be made according to the net weight of the load certified by weighbridge docket showing the tare weight of the truck, it's laden weight and the date and place of delivery. Each load shall be accompanied by a duplicate docket, and both copies shall be signed at the time of delivery by the Council employee authorised to receive the load. One copy will be retained by the Council employee and the second copy is to be attached to the account submitted for payment.

5. RATES FOR MATERIALS AND PLANT & EQUIPMENT HIRE

The Council agrees to pay to the Contractor the hire rate specified by the Contractor for the plant as set out in the Registration Schedule attached. The hire rate for the plant will not be subject to variation or alteration during the hire period unless agreed to in writing by the Council.

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6. HIRE ARRANGEMENTS FOR PLANT AND EQUIPMENT

- a) The Contractor is to forward to the Council a daily plant document/record setting out the following matters in relation to the plant:-
 1. Working time
 2. Break down time
 3. Service time
 4. Idle or lost time
 5. Stand by time
- b) The document/record shall be signed each day by the Council's Authorised Officer.
- c) The document/record as signed by the Council's Authorised Officer will be acceptable as evidence that the plant was used during that period specified in the document/record by the Council.
- d) Invoices are to be forwarded by the Contractor to the Council on a monthly basis. The invoices are to clearly state all relevant purchase order numbers, where applicable, site location, delivery document/record numbers and include a full description of the plant hired and period of hire.
- e) If the plant cannot be used by the Council due to the inability, malfunction or breakdown of the Contractor's equipment or, the Contractor's operators inability to perform the work for any reason then, any idle or lost time thereby incurred by the Council shall not be invoiced to the Council unless the Council requests the plant to be placed on standby.

Payment of invoices will be made thirty (30) days of receipt of a valid Tax Invoice.

7. PLANT AND LABOUR

- a) The Contractor shall be responsible for the upkeep, repair and maintenance of all hired plant and the Contractor shall employ competent operators at all times to operate the plant.
- b) If the Contractor;
 - fails to maintain or adequately maintain the hired plant or;
 - fails to supply the plant in accordance with the agreement or;

- fails to carry out any work in a proper and reasonable manner or;
- fails to provide adequate and reliable plant or;
- fails to provide a competent plant operator during the hire period;

Then the Council may elect to terminate the agreement without further notice.

8. INSURANCE

Council requires proof of appropriate insurances for the works that you may be required to do and the material that is supplied. Please provide Certificate of Currency for the following business insurance policies:

- Public liability (minimum \$20,000,000)
- Workers Compensation
- Professional Indemnity (where applicable)
- Motor vehicle

These policies shall not be modified, amended, lapsed, altered or cancelled unless prior written approval has been given by the Council and the relevant insurer.

The contractor must supply the Council with renewals of all insurance policies. Should the Contractor not supply the above documentation or fail to produce evidence of its renewal the plant offered will be removed from the list.

9. RISK MANAGEMENT ASSESSMENT

The contractor **must** complete the WHS systems and practices form. Failure to complete this document may result in your non-registration on Council's register. Safe work method statement to be supplied for all high-risk work.

10. INDEMNITY

The Contractor agrees to indemnify, and keep indemnified, and to hold harmless the Council, its servants, and agents, and each of them from and against all actions, costs, claims, charges, expenses, and damages whatsoever which may be brought or made or claimed against them arising out of, or in relation to, the Agreement.

11. SAFETY REQUIREMENTS

The Contractor must comply with all regulations and acts in relation to health and safety requirements, including the *Work Health and Safety Act 2012* (Tasmania).

In addition to this, all persons employed or engaged to operate machinery on hire to Council shall conform with the requirements of Brighton Council's current Work Health and Safety Policy and Australian Standards. This includes the wearing of **ALL** protective equipment and proper placing of appropriate signage.

12. EVIDENCE

Contractors may be required to provide evidence to Council of previous work performance/referees relevant to the specific area of application.

WHS SYSTEMS AND PRACTICES

Note: Where there is insufficient room on this part of the form, comments or details where required should be provided separately.

1. Work Health Safety (WHS) Policy and Management		Yes	No
1.1	Does your business have a formal, printed health and safety policy? <i>If yes, please provide a copy.</i>		
1.2	Is there a business WHS Management System Manual or plan? <i>If yes, please provide a copy of the contents page(s).</i>		
1.3	Does the business have an WHS Management System audited by a recognised independent Authority (eg: Workplace Standards Authority Safety MAP audit)? <i>If yes, please provide details:</i>		
1.4	Are health and safety responsibilities clearly identified for all levels of staff?		
1.5	Provide the name and position held of the person who is currently responsible for work health and safety in the business.		
2. Standard Work Practices and Procedures			
2.1	Has the business prepared standard operating procedures or specific safety instructions relevant to its operations.		
2.2	Is there a documented incident investigation procedure? <i>If yes, please provide a copy of standard incident report forms.</i>		
2.3	Are there procedures for identifying and assessing the risk of all hazards that may arise in a workplace based on the Australian Risk Management Standard or other recognised industry standard of procedure? <i>If yes, please provide details:</i>		
3. Work Health & Safety Training			
3.1	Training provided		

4. Health and Safety Workplace Inspection		Yes	No
4.1	Is there a process for health and safety inspections to be carried out at new worksites before start of works? <i>If yes, please provide details:</i>		
4.2	Are standard Workplace inspection checklists used to conduct health and safety inspections? <i>If yes, please provide details:</i>		
4.3	Is there a procedure by which employees can report hazards at workplaces? <i>If yes, please provide details:</i>		
5. Health and Safety Consultation			
5.1	Is there a workplace health and safety committee?		
5.2	Are employees involved in decision making over WHS matters?		
5.3	Are there employee elected health and safety representatives?		
6. WHS Inquiries and investigations			
6.1	Has the business, or anyone from the business, been the subject of any inquiry by any statutory body or person concerning workplace health and safety issues? <i>If yes, please provide details:</i>		
6.2	Has the business, or anyone on behalf of the business, been investigated by any statutory body responsible for any alleged breach of workplace health and safety responsibilities regarding any aspect of WHS performance? <i>If yes, please provide details:</i>		
6.3	Has the business, or anyone on behalf of the business, been convicted of a workplace health and safety offence. <i>If yes, please provide details of what WHS actions were taken by the business in response to the conviction.</i>		

AGREEMENT 2024-2025

General Manager
Brighton Council
1 Tivoli Road
OLD BEACH TAS 7017
admin@brighton.tas.gov.au

I/We

Business Name

Company

Address

in consideration of being included on the Register of Plant and Equipment and Material Supply to the Brighton Council for the period from the **1st of July 2024 to the 30th June 2025**.
I/We hereby tender the supply and delivery of materials in the schedule of rates and on the terms and conditions as set out in the specifications and conditions for supply and deliver of materials annexed hereto.

Signed:

Name:

Date:

Witness Signature:

Witness Name:

Date: