



Murrumbidgee
COUNCIL

Contract Register

Updated 23 October 2023

<i>Contractor name</i>	Asset Corporate Company Pty Ltd T/A Asset Building Systems Australia
<i>Contractor address</i>	36 Jenson Road GRIFFITH NSW 2680
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	17 March 2023
<i>Duration</i>	21 weeks
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Construction of steel structure for Brolga Place streetscape
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$1,258,006
<i>Provisions under which the amount payable may be varied</i>	By agreement, in accordance with clause 9 of MW21 General Conditions of Contract
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	Open tender via Tenderlink
<i>Tender number (if applicable)</i>	2022-01-02
<i>Summary of assessment criteria (if applicable)</i>	Past experience and performance, Quality Plan, Environmental Management, Proposed Methodology and Resources, Program, WHS, Cost

<i>Contractor name</i>	IW Contracting Pty Ltd
<i>Contractor address</i>	PO Box 32 MINTO NSW 2566
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	17 March 2023
<i>Duration</i>	26 weeks
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Civil construction for Brolga Place streetscape
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$755,392
<i>Provisions under which the amount payable may be varied</i>	By agreement, in accordance with clause 9 of MW21 General Conditions of Contract
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	Open tender via Tenderlink
<i>Tender number (if applicable)</i>	2022-01-02
<i>Summary of assessment criteria (if applicable)</i>	Past experience and performance, Quality Plan, Environmental Management, Proposed Methodology and Resources, Program, WHS, Cost

<i>Contractor name</i>	Toro Australia Group Sales Pty Ltd
<i>Contractor address</i>	20-21 Sleigh Place WETHERHILL PARK NSW 2164
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	3/6/2022
<i>Duration</i>	Until goods receipted – est Dec 2022 – Mar 2023
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Supply and deliver 1 x Toro Groundsmaster 4010-D mowers
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$128,093
<i>Provisions under which the amount payable may be varied</i>	N/A
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	Request for quotation via Local Government Procurement VendorPanel - VP301859 (LGP419)
<i>Tender number (if applicable)</i>	N/A
<i>Summary of assessment criteria (if applicable)</i>	N/A

<i>Contractor name</i>	Tonkin Consulting Pty Ltd & Conquest Software Pty Ltd
<i>Contractor address</i>	<p>Tonkin Consulting Pty Ltd Level 2, 170 Frome Street ADELAIDE SA 5000</p> <p>Conquest Software Pty Ltd Level 2, 187 Rundle Street ADELAIDE SA 5000</p>
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	3 December 2021
<i>Duration</i>	3 years
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Asset management professional services and software delivery
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$20,460 annually + \$139,040 in first year + \$139,500 in second year + \$55,000 in third year = \$394,920
<i>Provisions under which the amount payable may be varied</i>	As below.
<i>Provisions regarding renegotiation of contract</i>	Any party may request a change to the agreement by issuing a notice in writing to the other parties. Each change proposal will set out a description of the requested change and specify the changes to the fees. Any party may accept or reject a change proposal within 20 business days of receiving it. Where accepted, a change notice will be executed and the agreement varied accordingly.
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	Annual cloud service fee of \$6,600 for Conquest 4 Cloud Deployment is included with licencing fees. Tonkin to provide product support services to Council.
<i>Method of tendering (if applicable)</i>	N/A
<i>Tender number (if applicable)</i>	N/A
<i>Summary of assessment criteria (if applicable)</i>	N/A

<i>Contractor name</i>	Kurrajong Waratah
<i>Contractor address</i>	73-75 Johnston Street WAGGA WAGGA NSW 2650
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	3 July 2023
<i>Duration</i>	5 years
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Process kerbside recycling material
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$209,000 (estimated price based on cost per tonne)
<i>Provisions under which the amount payable may be varied</i>	Amount payable is variable dependent on actual volume of waste; contract is not exclusive. Wormtech Pty Ltd is entitled to vary their rates during the term of the Agreement in line with CPI.
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	N/A
<i>Tender number (if applicable)</i>	N/A
<i>Summary of assessment criteria (if applicable)</i>	N/A

<i>Contractor name</i>	Wormtech Pty Ltd
<i>Contractor address</i>	50 Conargo Road CARRATHOOL NSW 2711
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	10 July 2023
<i>Duration</i>	Until 30 June 2033 (approx. 10 years)
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	To accept and process kerbside Food and Garden Organics and Green Waste as defined by EPA NSW Compost Order
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$380,000 (estimated price based on cost per tonne)
<i>Provisions under which the amount payable may be varied</i>	Amount payable is variable dependent on actual volume of waste and rates of contamination; contract is not exclusive. Wormtech Pty Ltd is entitled to vary their rates during the term of the Agreement in line with CPI.
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	N/A
<i>Tender number (if applicable)</i>	N/A
<i>Summary of assessment criteria (if applicable)</i>	N/A

<i>Contractor name</i>	IW Contracting Pty Ltd
<i>Contractor address</i>	PO Box 32 MINTO NSW 2566
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	3 April 2023
<i>Duration</i>	TBC
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Construction of stormwater reticulation and sewers at the Young Street subdivision
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$360,252
<i>Provisions under which the amount payable may be varied</i>	By agreement, in accordance with clause 9 of MW21 General Conditions of Contract
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	N/A
<i>Tender number (if applicable)</i>	N/A
<i>Summary of assessment criteria (if applicable)</i>	N/A

<i>Contractor name</i>	The Adaptive Trust T/A Dezn
<i>Contractor address</i>	19 John Street LAWSON NSW 2783
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	4 October 2023
<i>Duration</i>	Until completion of project
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Construction of Jerilderie Civic Entrance and Netball Changerooms
<i>GIPA Class</i>	Class 2
<i>Estimated amount payable</i>	\$2,694,857
<i>Provisions under which the amount payable may be varied</i>	By agreement, in accordance with clause 9 of MW21 General Conditions of Contract
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	N/A
<i>Tender number (if applicable)</i>	N/A
<i>Summary of assessment criteria (if applicable)</i>	N/A

Additional information required for Class 2 contract:

<i>Particulars of future transfers of significant assets to the Council at zero, or nominal, cost to the Council, including the date of the proposed transfer</i>	N/A
<i>Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer</i>	N/A
<i>The results of any cost-benefit analysis of the contract conducted</i>	N/A
<i>The components and quantum of the sector comparator if used</i>	N/A
<i>If relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)</i>	N/A
<i>If relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved</i>	In accordance with MW21 General Conditions of Contract
<i>Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into</i>	N/A
<i>Particulars of any other key elements of the contract</i>	In accordance with MW21 General

	Conditions of Contract
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<i>Contractor name</i>	Wagga Trucks
<i>Contractor address</i>	280 Hammond Ave WAGGA WAGGA NSW 2650
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	September 2023
<i>Duration</i>	Until goods receipted
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Supply, registration and delivery of cabin and chassis 6.5 tonne (2 x New Hino 716 Tipper Pro 300)
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$165,959.46
<i>Provisions under which the amount payable may be varied</i>	N/A
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	Request for quotation via Local Government Procurement VendorPanel (VP373902)
<i>Tender number (if applicable)</i>	N/A
<i>Summary of assessment criteria (if applicable)</i>	N/A

<i>Contractor name</i>	Blacklocks Wodonga
<i>Contractor address</i>	190 Melbourne Road WODONGA VIC 3690
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	September 2023
<i>Duration</i>	Until goods receipted
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Supply, registration and delivery of 11 tonne tipper (Isuzu F series FRR 110-260 Auto MWB)
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$164,342.20
<i>Provisions under which the amount payable may be varied</i>	N/A
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	Request for quotation via Local Government Procurement VendorPanel (VP373904)
<i>Tender number (if applicable)</i>	N/A
<i>Summary of assessment criteria (if applicable)</i>	N/A

<i>Contractor name</i>	Sessions Builders Pty Ltd
<i>Contractor address</i>	34 Benalla Road SHEPPARTON VIC 3630
<i>Particulars of any related body corporate or private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations or will receive a benefit under the contract</i>	N/A
<i>Date the Contract becomes effective</i>	16 October 2023
<i>Duration</i>	400 working days after building period commences
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	Construction of residential building at 12 Argoon Avenue, Jerilderie
<i>GIPA Class</i>	Class 2
<i>Estimated amount payable</i>	\$521,886
<i>Provisions under which the amount payable may be varied</i>	Reasons for variations to the contract price may include: planning and building approvals; a survey being required; a consultant being engaged to report on the site conditions; an increase in a tax, charge or levy after the contract is signed; variations to the building works; an adjustment for prime cost items and provisional sum items.
<i>Provisions regarding renegotiation of contract</i>	N/A
<i>Provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</i>	N/A
<i>Method of tendering (if applicable)</i>	N/A
<i>Tender number (if applicable)</i>	N/A
<i>Summary of assessment criteria (if applicable)</i>	N/A

Additional information required for Class 2 contract:

<i>Particulars of future transfers of significant assets to the Council at zero, or nominal, cost to the Council, including the date of the proposed transfer</i>	N/A
<i>Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer</i>	N/A
<i>The results of any cost-benefit analysis of the contract conducted</i>	N/A
<i>The components and quantum of the sector comparator if used</i>	N/A
<i>If relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges)</i>	N/A
<i>If relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to</i>	Builder is responsible for loss or damage to the building works to and

<i>be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved</i>	including the date of practical completion.
<i>Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into</i>	N/A
<i>Particulars of any other key elements of the contract</i>	N/A