



**Murrumbidgee**  
COUNCIL

## **Contract Register**

Updated 9 September 2022

<i>Contractor name</i>	<b>Kennedy Builders</b>
<i>Contractor address</i>	Shop 6 97-103 Melbourne Street MULWALA NSW 2647
<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>	6/7/20
<i>Duration</i>	Originally 32 weeks, still ongoing
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	<b>Coleambally Sports Precinct – additions to clubhouse</b>
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$638,797.65
<i>Provisions under which the amount payable may be varied</i>	Council may direct the builder to carry out a variation that is of a character and extent contemplated by and reasonably capable of being carried out under, the provisions of the contract.  If the superintendent and the builder have not agreed on the price of a variation, then it is to be priced by the superintendent using comparative rates stated in the contract, or reasonable rates and prices. In the case of additional work, an amount of 20% of the cost of the variation is to be included for overheads and profit.
<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>	14-2020
<i>Summary of assessment criteria (if applicable)</i>	Qualifications and experience Capacity Quality WHS Value

<i>Contractor name</i>	<b>Kennedy Builders</b>
<i>Contractor address</i>	Shop 6 97-103 Melbourne Street MULWALA NSW 2647
<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>	6/7/2020
<i>Duration</i>	Originally 32 weeks, still ongoing
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	<b>Coleambally Sports Precinct – gym &amp; amenities</b>
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$964,985.40
<i>Provisions under which the amount payable may be varied</i>	Council may direct the builder to carry out a variation that is of a character and extent contemplated by and reasonably capable of being carried out under, the provisions of the contract.  If the superintendent and the builder have not agreed on the price of a variation, then it is to be priced by the superintendent using comparative rates stated in the contract, or reasonable rates and prices. In the case of additional work, an amount of 20% of the cost of the variation is to be included for overheads and profit.
<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>	14-2020
<i>Summary of assessment criteria (if applicable)</i>	Qualifications and experience Capacity Quality WHS Value

<i>Contractor name</i>	<b>ELM Group Pty Ltd T/A ELM Aquatics</b>
<i>Contractor address</i>	21 Research Station Road HANWOOD 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>	1 February 2022
<i>Duration</i>	18 weeks, still ongoing
<i>Particulars of the project, goods and services to be provided or real property to be leased or transferred</i>	<b>Design and construction of splash park at Darlington Point</b>
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$348,725.30
<i>Provisions under which the amount payable may be varied</i>	<p>If the contractor proposes a variation for the contractor's convenience, the principal may, in its absolute discretion, accept the proposal on specified terms.</p> <p>If Council requests the contractor to submit a proposal in respect of a possible variation, the contractor is to comply with the request within 14 days. If additional work is required, the proposal should include a margin of no more than 15% on direct costs. If less work is required, the proposal should include a margin of no less than 5% on the reduction in direct costs. Council must notify the contractor (in writing) whether the proposal has been accepted as a variation within 14 days.</p> <p>If Council instructs the contractor to carry out a variation, they are to notify Council in writing of the price for the variation, how the amount is calculated, and any effect on the time required to reach completion. If Council accepts the price and effect on time, they must notify the contractor in writing of the acceptance within 14 days. If not, they must assess the contractor's entitlements arising from the variation and notify the contractor in writing of the assessment. If the variation delays the contractor in reaching completion, the contractor may be entitled to an extension of time.</p> <p>If the variation causes the contractor to incur additional cost, then they are entitled to payment of the reasonable net direct costs of the variation work plus a margin of 15%. If less cost, then the contract price is to be reduced by 10% of the reasonable net reduction in direct costs arising from the variation.</p>

	If the contractor does not accept the net direct cost or extension of time assessed, they are to make a claim.
<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>	03/2021
<i>Summary of assessment criteria (if applicable)</i>	Qualifications & Experience Capacity Quality WHS Value

<i>Contractor name</i>	<b>Toro Australia Group Sales Pty Ltd</b>
<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>	<b>Supply and deliver 3 x Toro Groundsmaster 4010-D mowers</b>
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$384,280
<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>	<b>Tonkin Consulting Pty Ltd &amp; Conquest Software Pty Ltd</b>
<i>Contractor address</i>	Tonkin Consulting Pty Ltd Level 2, 170 Frome Street ADELAIDE SA 5000  Conquest Software Pty Ltd Level 2, 187 Rundle Street ADELAIDE SA 5000
<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>	<b>Asset management professional services and software delivery</b>
<i>GIPA Class</i>	Class 1
<i>Estimated amount payable</i>	\$20,460 annually + additional \$139,040 in first year
<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