



SHIRE OF  
**WAROONA**  
SEA TO SCARP

## Request for Tender

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<b>Request for Tender:</b>	Waroona Community Precinct – Landscape & Civil Works
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<b>Deadline:</b>	2pm 12 <sup>th</sup> January 2023
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<b>Address for Delivery:</b>	PO Box 20, Waroona WA 6215 52 Hesse Street <i>Electronic mail tenders will be accepted</i>
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<b>RFT Number:</b>	T2022011
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# Table of Contents

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1.	Conditions of Tendering .....	6
1.1	Contract Requirements in Brief .....	6
1.2	Definitions and Interpretations .....	6
1.3	Tender Documents .....	7
1.4	How to Prepare Your Tender .....	7
1.5	Contact Persons .....	7
1.6	Prequalification Requirements .....	8
1.7	Deposits for Requests.....	8
1.8	Site Inspection .....	8
1.9	Customs Duty .....	8
1.10	Site Allowances .....	8
1.11	Lodgement of Tenders and Delivery Method.....	8
1.12	Rejection of Tenders.....	9
1.13	Acceptance of Tenders .....	9
1.14	Disclosure of Contract Information .....	9
1.15	Tender Validity Period.....	9
1.16	Precedence of documents .....	10
1.17	Alternative Tenders.....	10
1.18	Tenderers to Inform Themselves .....	10
1.19	Alterations.....	10
1.20	Risk Assessment .....	11
1.21	Evaluation Process .....	11
1.22	Selection Criteria .....	11
1.23	Compliance Criteria .....	12
1.24	Qualitative Criteria .....	12
1.25	Value Considerations.....	12
1.26	Regional Price Preference .....	13
1.27	Price Basis.....	14
1.28	Ownership of Tenders.....	14
1.29	Canvassing of Officials .....	14
1.30	Identity of the Tenderer.....	14
1.31	Costs of Tendering.....	14
1.32	Tender Opening.....	14
1.33	In-house Tenders.....	15
2.	Statement of Requirements .....	16
2.1	Introduction .....	16
2.2	Background.....	16
2.3	Definitions and Interpretations .....	17
2.4	Scope of Work .....	17

# Table of Contents

---

2.4.1	Separable Portion No. 1 – Active Recreation Zone .....	18
2.4.2	Separable Portion No. 2 (Optional Works) – Expanded Landscaping .....	19
2.4.3	Separable Portion No. 3 (Optional Works) – Fouracre Street Civil Works .....	19
2.4.4	Separable Portion No. 4 (Optional Works) – Events and Pop-up Area .....	19
2.5	Technical Specifications .....	20
2.6	Implementation Timetable .....	20
2.7	Contract Documents .....	20
2.8	Reporting and Records .....	21
2.8.1	Contract Site Meetings .....	21
2.8.2	Monthly Progress Reporting .....	21
2.8.3	Works Programme .....	22
2.8.4	Amendments to the Works Programme .....	22
2.8.5	Dilapidation Survey .....	22
2.8.6	ITP Submission .....	23
2.8.7	Inspections .....	23
2.8.8	Photographic Record .....	24
2.8.9	Quality Assurance Records .....	25
2.8.10	"As-Constructed" Drawings and Survey Data .....	25
3.	General Conditions of Contract .....	27
3.1	Insurances .....	27
4.	Special Conditions of Contract .....	40
4.1	Advertisements and Promotions on Site .....	40
4.2	Description of the Works .....	40
4.3	Publicity .....	40
4.4	Documents Generally, Drawings and Specifications .....	40
4.4.1	Copies of Documents .....	40
4.4.2	Drawings .....	40
4.5	Contractor's Representative .....	43
4.6	Nominated Subcontract and Supply .....	43
4.7	Goods and Services Tax (GST) .....	43
4.8	Evidence of Contractor's Registration or Licencing .....	44
4.9	Safety General .....	44
4.9.1	WHS Management System .....	44
4.9.2	Hazards .....	45
4.9.3	Induction Training .....	45
4.9.4	Pre-Job Planning .....	45
4.9.5	Occupied Sites .....	45
4.10	Environmental Protection .....	46
4.10.1	Noise Control .....	46

# Table of Contents

---

4.10.2	Site Control.....	46
4.10.3	Soil Erosion .....	46
4.10.4	Dust, Dirt, Water and Fumes.....	46
4.10.5	Vehicles .....	47
4.10.6	Refuse Disposal.....	47
4.11	Materials .....	47
4.11.1	Brands of Materials and Suppliers .....	47
4.11.2	Samples of Materials .....	47
4.11.3	Testing.....	48
4.11.4	Standards .....	48
4.11.5	Materials to be Supplied by the Principal .....	48
4.11.6	Delivery and Incorporation of Materials.....	48
4.11.7	Schedule of Warranties.....	49
4.12	Construction Requirements.....	49
4.12.1	Working Hours .....	49
4.12.2	Aboriginal Site Monitors and Archaeologist.....	49
4.12.3	Temporary Safety Fence .....	50
4.12.4	Safety Management Plan.....	50
4.12.5	Traffic Management Plan and Site Access.....	50
4.12.6	Dust Management Plan .....	50
4.12.7	Protection of Significant Trees .....	51
4.12.8	Contractor's Site Facilities.....	51
4.12.9	Superintendent's Office.....	51
4.12.10	Construction Signage.....	51
4.12.11	Project Works Signage .....	51
4.12.12	Storage of Hazardous Materials.....	52
4.12.13	Security of Premises .....	52
4.12.14	Services Installation.....	52
4.12.15	Services Disruption and Temporary Services.....	52
4.12.16	Mobilisation.....	53
4.12.17	Supervision of Construction .....	53
4.12.18	Protection of Existing Utilities and Fixtures .....	53
4.12.19	Rehabilitation and Decommissioning .....	53
4.12.20	Demobilisation .....	53
4.12.21	Protection of Site and Adjacent Property.....	53
4.12.22	Damage to Property not on the Site of the Works .....	54
5.	Tenderer's Offer.....	55
5.1	Form of Tender .....	55
5.2	General and Corporate Information.....	56

# Table of Contents

---

5.2.1	Organisational Profile and Referees .....	56
5.2.2	Agents .....	56
5.2.3	Trusts .....	56
5.2.4	Sub-Contractors.....	56
5.2.5	Conflicts of Interest .....	56
5.2.6	Work Health and Safety .....	57
5.2.7	Financial Position.....	57
5.2.8	Quality Assurance System .....	57
5.2.9	Insurance Coverage.....	57
5.3	Selection Criteria .....	58
5.3.1	Compliance Criteria .....	58
5.3.2	Qualitative Criteria .....	58
5.4	Price Information.....	59
5.4.1	Price Schedules.....	59
5.4.2	Discounts.....	74
5.4.3	Price Basis.....	74
5.4.4	Schedule of Rates for Labour and Day Works .....	74
5.4.5	Schedule or Rates for Plant Hire.....	74
5.4.6	Schedule of Sub-contractors.....	75
6.	Contractor’s Work Health and Safety Management System Questionnaire .....	76
7.	Tenderer’s Safety Record .....	79
8.	Project Reference Sheet.....	80
9.	Tenderer’s Resource Schedule.....	81
9.1	Tenderer’s Current Commitment Schedule .....	81
9.2	Tenderer’s Human Resources Schedule.....	81
	Appendix A – Landscape Works Specification .....	82
	Appendix B – Irrigation Specification.....	83
	Appendix C – Pump Track Specification .....	84
	Appendix D – Civil Works Specification.....	85
	Appendix E – Drawings.....	86
	Appendix F – Lighting Strategy and Drawings.....	87

## 1. Conditions of Tendering

### 1.1 Contract Requirements in Brief

The Principal is seeking submissions to the Shire of Waroona for construction of the Waroona Community Precinct – Landscape and Civil Works.

Full details of the Works required under the proposed Contract appears in the Statement of Requirements section.

Dependent on tender outcomes and funding availability, the Principal plans to deliver the Works via a series of Separable Portions under a single construction contract. These separable portions are defined at the Scope of Works section and also delineated on the Drawings.

The contract will commence as soon as practical as advised in the letter of acceptance issued to the successful submitter and will run for the period until the contract concludes.

Submitters are to ensure that ALL relevant forms in the Tender document have been completed and duly signed.

### 1.2 Definitions and Interpretations

Below is a summary of some of the important defined terms used in this Request:

- Attachments:** The documents you attach as part of your Tender.
- Contractor:** Means the person or persons, corporation or corporations who's Response is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
- Deadline:** The Deadline shown on the front cover of this Request for lodgement of your Tender.
- General Conditions of Contract:** Means the General Conditions of Contract for the Waroona Community Precinct – Landscape and Civil Works in Part 3.
- Offer:** Your Offer to supply the Requirements.
- Principal:** Shire of Waroona
- Request or RFQ or Request for Quotation:** This document.
- Requirement:** The Waroona Community Precinct – Landscape and Civil Works requested by the Principal.
- Selection Criteria:** The Criteria used by the Principal in evaluating your Tender.
- Special Conditions:** The additional contractual terms.
- Specification:** The Statement of Requirements that the Principal requests you to provide if selected.
- Tender:** Completed Offer form, Response to the Selection Criteria and Attachments.

## Part 1 READ AND KEEP THIS PART

**Tenderer:** Someone who has or intends to submit an Offer to the Principal.

**Tender Open Period:** The time between advertising the Request and the Deadline.

### 1.3 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 - Conditions of Tendering (*read and keep this part*).
- Part 2 - Statement of Requirements (*read and keep this part*).
- Part 3 - General Conditions of Contract (*read and keep this part*).
- Part 4 - Special Conditions of Contract (*read and keep this part*).
- Part 5 - Tenderer's Offer (*complete and return this part*).
- Part 6 - Contractor's Work Health and Safety Management System Questionnaire (*complete and return this part*).
- Part 7 - Tenderer's Safety Record (*complete and return this part*).
- Part 8 - Project Reference Sheet (*complete and return this part*).
- Part 9 - Tenderer's Resources Schedule (*complete and return this part*).
- Part 10 – Appendices (*read and keep this part*).
- Appendix A Landscape Works Specification
- Appendix B Irrigation Specification
- Appendix C Pump Track Specification
- Appendix D Civil Works Specification
- Appendix E Drawings
- Appendix F Lighting Strategy and Drawings

#### Separate Documents

- (a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- (b) Any other policy or document referred to but not attached to the Request.

### 1.4 How to Prepare Your Tender

- (a) Carefully read all parts of this document;
- (b) Ensure you understand the Requirements;
- (c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- (d) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- (e) Lodge your Tender before the Deadline.

### 1.5 Contact Persons

Tenderers should not rely on any information provided by any person other than the person(s) listed below:

<b>Name:</b>	Stephen Smith
<b>Telephone:</b>	0400 943 963

<b>Part 1 READ AND KEEP THIS PART</b>
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<b>Email:</b>	<a href="mailto:spm@waroona.wa.gov.au">spm@waroona.wa.gov.au</a>
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<b>Name:</b>	Mark Goodlet
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<b>Telephone:</b>	9733 7800
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<b>Email:</b>	<a href="mailto:ceo@waroona.wa.gov.au">ceo@waroona.wa.gov.au</a>
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## 1.6 Prequalification Requirements

Not applicable

## 1.7 Deposits for Requests

Not applicable

## 1.8 Site Inspection

Tenderers are invited to attend a Site Inspection at a time determined mutually by the Principal and Respondent. Arrangements for a site inspection can be made via [spm@waroona.wa.gov.au](mailto:spm@waroona.wa.gov.au).

The tenderer, by submission of his tender, acknowledges that he has and shall be deemed to have, inspected the site and determined and allowed for all conditions on and surrounding the site including, but not limited to, access, location and condition of all above ground services, and materials requiring demolition and removal all as found at the time of tender and as may affect the carrying out of the contract.

## 1.9 Customs Duty

The Tenderer shall allow for any customs duty and primage applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

## 1.10 Site Allowances

This contract is not subject to adjustment for Site allowances.

## 1.11 Lodgement of Tenders and Delivery Method

The tender must be lodged before the Deadline. The Deadline for this request is 4pm 12<sup>th</sup> January 2023.

The Tender is to be:

- (a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- (b) Delivered by hand and placed in the Tender Box at Shire of Waroona Administration Office, 52 Hesse Street, Waroona, Western Australia (by the Tenderer or the



## Part 1 READ AND KEEP THIS PART

Tenderer's private agent) or sent through the mail to the Chief Executive Officer, PO Box 20, Waroona, Western Australia, 6215;  
or

- (c) Sent as email to the Principal at [eso@waroona.wa.gov.au](mailto:eso@waroona.wa.gov.au) will be accepted provided that no individual email with attachments is more than 10Mb in total. For email Tenders greater than 10Mb they must be sent in separate emails less than 10Mb each.

Where lodged in hardcopy, tenderers must ensure that they have provided 2 signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound.

All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

### 1.12 Rejection of Tenders

A Tender may be rejected at the sole discretion of the Principal without consideration of its merits in the event that:

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request; or
- (c) it may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

### 1.13 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

### 1.14 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer and be advised that no Tender was accepted.

### 1.15 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of one hundred and twenty (120) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### 1.16 Precedence of documents

In the event of there being any conflict or inconsistency between the Terms and Conditions herein and those in the General Conditions of Contract, the Terms and Conditions appearing in this Request will have precedence.

### 1.17 Alternative Tenders

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked “**Alternative Tender**”.

The Principal may in its absolute discretion reject any Alternative Tender.

Any printed “General Conditions of Contract” contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### 1.18 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith;
- (e) satisfied themselves they have a full set of the Request documents and all relevant attachments; and
- (f) undertaken a site inspection to familiarise themselves with the project requirements and the site.

### 1.19 Alterations

The Tenderer must not alter or add to the Request documents unless required by these General Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend the issued Request documents before the Deadline.

## 1.20 Risk Assessment

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any credit rating agency;
- (b) any financial analytical assessment undertaken by any agency; and
- (c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact Tenderers concerning the financial information that they are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

## 1.21 Evaluation Process

Tenders will be evaluated using information provided in the Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.
- (c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

## 1.22 Selection Criteria

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and or services at a competitive price. The tendered prices will be assessed together with the qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

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The Principal has adopted the best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the Qualitative Criteria.

A scoring system will be usual as part of the assessment of the Qualitative Criteria. Unless otherwise stated, a Tender which provides all the information requested will be assessed as satisfactory.

The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the Qualitative Criteria and in the overall assessment of value for money.

### 1.23 Compliance Criteria

These criteria are detailed within 5.3.1 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

### 1.24 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the Qualitative Criteria as detailed within 5.3.2 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

*Note: It is essential that Respondents address each Qualitative Criterion.*

Information that you provide addressing each Qualitative Criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

### 1.25 Value Considerations

#### *Clause A: Weighted Price Criteria*

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (e.g. Regional Price Preference Policy).

Criteria	Weighting
Tendered Price	50%

## 1.26 Regional Price Preference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the *Local Government (Functions and General) Regulations* and the Shire of Waroona Regional Price Preference Policy FP002 - adopted on 25 June 2021.

The Policy stipulates that:

A price preference will apply to tenders invited for procurement over \$75,000 by the Shire of Waroona unless Council resolves that this policy not apply to a particular tender invited.

The following levels of preference for the purposes of assessment will be applied under this policy:

1. Shire of Waroona Businesses

- 10% where the contract is for goods and services up to a maximum price assessment reduction of \$50,000; and
- 5% where the contract is for construction (building services) up to a maximum price assessment reduction of \$50,000.

2. Peel Region Businesses

- 5% where the contract is for goods and services up to a maximum price assessment reduction of \$50,000; and
- 2.5% where the contract is for construction (building services) up to a maximum price assessment reduction of \$50,000.

The levels of preference will only apply to businesses that are located within the Shire of Waroona or the Peel Region for at least six (6) months prior to the closing date of tender invited.

The level of preference outlined is to be applied as either a local (Shire of Waroona Business or Peel Region Business), not both.

The Peel Region Businesses preference can only be applied if it does not affect the overall evaluation outcomes for a business from the Shire of Waroona, on the condition that the Shire of Waroona Business has submitted an equally competitive bid in terms of evaluated quality i.e.: overall qualitative scores are in the same range/s.

Only the cost of those goods and services clearly identified in the tender submission as being supplied locally or from the Peel Region regionally (regardless of their origin) will be included in the calculation that forms a part of the assessment of a tender. Travel or accommodate costs are excluded.

It should be noted that price is only one factor to be considered when the Shire assesses tender submissions. Value for money principles will be used to achieve the best possible outcome for every dollar spent. This is achieved by assessing all costs and benefits rather than simply selecting the lowest purchase price.

The Peel Region includes the Shire's of Murray, Boddington, and Serpentine Jarrahdale, and City of Mandurah.

## 1.27 Price Basis

### *Option A: Fixed Prices*

All prices for Works offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

## 1.28 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

## 1.29 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

## 1.30 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

## 1.31 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

## 1.32 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

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The Tender Opening will be held on or as soon as practicable after the Deadline at Shire of Waroona Administration Office, 52 Hesse Street, Waroona, Western Australia.

**1.33 In-house Tenders**

The Principal does not intend to submit an In House Tender.

## 2. Statement of Requirements

### 2.1 Introduction

The Waroona Community Precinct forms part of the broader Waroona Town Centre Revitalisation project that will transform underutilised land in the Waroona town centre into an active, inclusive community precinct.

The Waroona Community Precinct will improve quality of life for residents and visitors to Waroona, create a vibrant and interactive area that will encourage people to meet, socialise, move and explore while still retaining Waroona's unique charm and create a space for intergenerational activities to increase social connectivity and provide a sense of community and place.

The precinct will be situated across five freehold and reserve lots between South Western Highway and Fouracre Street, Waroona.



Figure 1 – Site Locality Pan

### 2.2 Background

The Shire of Waroona and the local community have been planning for the revitalisation of the Town centre for a significant time. Following community workshops and consultation over a number of years, a Master Plan was developed and endorsed for the Waroona Community Precinct by the Shire of Waroona. The Master Plan, and subsequent Business Case, have been used to secure funding from a range of State and Federal Government agencies, Community groups and private companies, in addition to the Shire of Waroona.



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Design and documentation has been completed, forward demolition works substantially completed, and the project is ready for the calling of Tenders to deliver the works.

This is a high profile, community driven project and as such the successful Tenderer will need to work closely with the Shire and community during delivery of the works.

### 2.3 Definitions and Interpretations

Below is a summary of some of the important defined terms used in this Part:

<b>Contractor's Representative:</b>	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
<b>Principal's Representative</b>	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract. The Chief Executive Officer of the Shire of Waroona
<b>Works or Services:</b>	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract.
<b>Superintendent:</b>	Brad Oborn
<b>Superintendent's Representative:</b>	Stephen Smith

### 2.4 Scope of Work

The Works of Waroona Community Precinct is a large program of works that will be developed over a number of Phases. Phase 1 of the Works includes:

- (a) Skate Park
- (b) Pump track
- (c) Playgrounds
- (d) Events and pop-up area
- (e) Grassed open space
- (f) Picnic area with BBQ
- (g) Soft landscaping incorporating a six seasons Noongar garden
- (h) Hard landscaping including paths, shade shelters, bins, water fountain, public art, tables and seating, signage
- (i) Toilets
- (j) Fouracre Street upgrade including raised pedestrian crossing
- (k) RV Parking area
- (l) Car park
- (m) Irrigation House car park
- (n) Vehicle turn around area (south-east corner)

Future Phase 2 of the Works includes refurbishment of Irrigation House, public art, heritage interpretation, sealing of the car park, improved lighting, undergrounding of power and refurbishment / repurposing of the Big Shed for community use.

Dependent on funding availability, Phase 1 of the Works will be delivered via a series of Separable Portions under a single construction contract. These separable portions are defined

## **Part 2 KEEP AND READ THIS PART**

below. The delivery strategy will be determined by the Shire of Waroona upon review of Tender submissions, having regard to the existing budget and outcomes of future additional funding requests.

This Scope of Works shall include all materials, labour, equipment and cartage as necessary for the due and proper completion of the Works comprising, but not limited to, the following:

### Landscape Works

- (a) Site preparation, earthworks, soil testing, soil conditioning, final grading and cultivation;
- (b) Construction of concrete footings;
- (c) Fabrication and installation of feature metalwork and timberwork;
- (d) Construction of extruded concrete edges to garden beds;
- (e) Supply and installation of tactiles and block paving;
- (f) Supply and installation and/or construction of play equipment and surrounds;
- (g) Construction of in-situ concrete footpaths and pram ramps;
- (h) Supply and laying of turf/stolons;
- (i) Planting of tubestock, shrubs and trees supplied by the Shire of Waroona's selected suppliers;
- (j) Supply and installation of an irrigation system;
- (k) Supply and installation of stone feature rocks;
- (l) Supply and installation of signage
- (m) Supply and installation of fixed and removable bollards;
- (n) Supply and placement of mulch;
- (o) Supply and installation of all street furniture and shade structures; and
- (p) Complete aftercare and maintenance throughout the 13 week Consolidation Period;

### Civil and Building Works

- (a) Construction of drainage systems including earthworks, trenching, pit and pipe installation and backfilling;
- (b) Construction of road / car park / pump track earthworks, demolition, pavements, kerbs signage and line marking;
- (c) Supply, installation and connection to water, sewer and power services of a prefabricated toilet block including concrete slab and footings;
- (d) Installation and connection of power, sewer and water services;
- (e) Supply and installation of rock, concrete and limestone retaining walls and feature walls inclusive of excavation, footings and backfilling;
- (f) Construction of reinforced concrete slabs and structures;
- (g) Supply and install boundary fences; and
- (h) Supply and installation of pits, conduits and lighting systems.

For additional detail refer to the detailed Scope of Work in the Civil Works Specification.

#### **2.4.1 Separable Portion No. 1 – Active Recreation Zone**

Separable Portion No. 1 is demarcated on the drawings. It consists of the construction of the active recreation zone, which includes the following components:

- (a) Skate Park
- (b) Pump track
- (c) Playgrounds
- (d) Picnic area with BBQ
- (e) Soft landscaping incorporating a six seasons Noongar garden

## **Part 2 KEEP AND READ THIS PART**

- (f) Hard landscaping including paths, shade shelters, bins, water fountain, public art, tables and seating, signage
- (g) Toilets

Subject to the existing budget being sufficient it is the Principal's intention to progress construction of Separable Portion No.1.

### **2.4.2 Separable Portion No. 2 (Optional Works) – Expanded Landscaping**

Separable Portion No. 2 is demarcated on the drawings. It includes construction of the following components:

- (a) Grassed open space
- (b) Hard and soft landscaping along Fouracre Street (Western Verge)
- (c) Hard and soft landscaping along the Scout Hall area (Southern precinct boundary)

Separable Portion No. 2 is an optional package at the time of tender.

While it is not guaranteed, and is subject to the availability of funding, it is the Principal's intention to carry out both Separable Portions No. 1 and 2 concurrently. For the purposes of this Tender, the Tenderer shall provide lump sum prices, in the Contract Sum Schedules, as if separable portions No. 1 and 2 are to be constructed separately. As an added measure, the Tenderer shall indicate, in the Contract Sum Schedules, any savings to the Principal, if these works are carried out concurrently.

### **2.4.3 Separable Portion No. 3 (Optional Works) – Fouracre Street Civil Works**

Separable Portion No. 3 is demarcated on the drawings. It includes construction of the following components:

- (a) Fouracre Street upgrade including raised pedestrian crossing
- (b) RV Parking area
- (c) Car park – 25 bays
- (d) Associated soft landscaping

Separable portion No. 3 is an optional package at the time of tender and it is expected by the Principal that additional funding will be required to deliver the work. It is the Principal's intention to pursue other funding opportunities such that these works can be directed at the time of award of Tender, or within a 1 year of the award of tender if such funding is acquired. Accordingly a separate mobilisation and demobilisation effort may be required.

For the purposes of this Tender, the Tenderer shall provide lump sum prices, in the Contract Sum Schedules, as if separable portions No. 1, 2 and 3 are to be constructed separately. As an added measure, the Tenderer shall indicate, in the Contract Sum Schedules, any savings to the Principal, if these works are carried out concurrently and without separate mobilisation and demobilisation.

### **2.4.4 Separable Portion No. 4 (Optional Works) – Events and Pop-up Area**

Separable Portion No. 4 is demarcated on the drawings. It includes construction of the following components:

- (a) Events and pop-up area

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- (b) Car park at Irrigation House
- (c) Vehicle turn around area (south-east corner)

Separable portion No. 4 is an optional package at the time of tender for which the Principal will need to seek additional funding to deliver all the work. Ideally, the Principal would like to direct these works within 1 to 2 years of the award of tender. A separate mobilisation and demobilisation effort will be required.

However, as an added measure, the Tenderer shall indicate, in the Contract Sum Schedules, any savings to the Principal, if these works are carried out concurrently and without separate mobilisation and demobilisation.

### **2.5 Technical Specifications**

The technical specifications and drawings for the Works are provided as the following Appendices:

- Appendix A Landscape Works Specification
- Appendix B Irrigation Specification
- Appendix C Pump Track Specification
- Appendix D Civil Works Specification
- Appendix E Drawings
- Appendix F Lighting Strategy and Drawings

In the event of there being any conflict or inconsistency between documents then the following shall have precedence in order of listing:

- General Conditions of Contract
- Special Conditions of Contract
- Drawings
- Civil Works Specification
- Landscape Works Specification
- Pump Track Specification
- Irrigation Specification
- Lighting Strategy

Wherein the Irrigation Specification refers to the City of Mandurah and/or CoM this shall be replaced with the Shire of Waroona and/or SoW respectively.

### **2.6 Implementation Timetable**

The commencement of the Contract shall be the date of Contract award and the Practical Completion date/s shall be as scheduled in annexure Part A, to A2124-1992 General Conditions of Contract.

### **2.7 Contract Documents**

The following items shall form the Contract Documents and shall be read in conjunction with each other:

- (a) Conditions of Tendering,
- (b) The Tenderer's Offer,

- (c) Correspondence between the parties agreed to be included in the contract prior to the signing of the Formal Instrument of Agreement,
- (d) The Letter of Acceptance,
- (e) Formal Instrument of Agreement,
- (f) Contract Sum Schedules,
- (g) Australian Standard General Conditions of Contract AS 2124-1992 (as amended),
- (h) Annexure to the Australian Standard General Conditions of Contract AS 2124-1992 - Part A,
- (i) Annexure to the Australian Standard General Conditions of Contract AS 2124-1992 – Part B amended clauses and additional clauses,
- (j) Specifications;
- (k) Drawings, and the
- (l) Superintendent's instructions and other documents which may be issued by the Superintendent to the Contractor in accordance with the Conditions of Contract.

and the whole shall constitute one document.

## **2.8 Reporting and Records**

### **2.8.1 Contract Site Meetings**

Contract Site Meetings shall be held on site at fortnightly intervals during the Works, unless otherwise directed by the Superintendent.

The purpose of these meetings is to facilitate communication, coordination and cooperation between the parties regarding all aspects of the Works, review progress of the Works and planned activities, review safety, environmental and quality performance of the Contractor, discuss and resolve contractual issues and claims, and provide the opportunity for general discussion of the Works.

The Contractor shall be notified of the date and location of proposed Contract Site Meetings, and these shall be attended by the Contractor's representative as a minimum, and additional representatives of the Contractor including subcontractors as may be required by the Superintendent.

The Superintendent shall be the chairperson or shall appoint another person to chair each meeting. The chairperson will arrange an agenda for each meeting and for minutes to be recorded, submitted to the attendees for review within 3 days of the meeting and distributed.

At the first Contract Site Meeting the Contractor shall submit to the Superintendent the names and telephone numbers of all responsible persons including those who may need to be contacted after working hours during the course of the Contract. This list shall be kept up to date by the Contractor.

The Superintendent may direct additional Contract Site Meetings as required. The Contractor shall arrange for the attendance of its representative, and/or such other members of its staff or subcontractors, as may be required or requested by the Superintendent.

### **2.8.2 Monthly Progress Reporting**

The Contractor shall submit to the Superintendent approximately seven (7) days and no less than four (4) days prior to the Contract Site Meeting that falls due next, a 4-weekly report fully covering the progress, issues, information and data relevant to the Works for the four weeks just passed.

The Superintendent shall approve the format of the report and the report shall form part of the Contract Site Meeting agenda.

The report shall be fully documented and include, but is not limited to:

- (a) General - including executive summary of progress, contractual matters, potential and actual delays, problems encountered or expected, approved and proposed variations, notification of intended and forecast claims for extra payment or extensions of time, complaints from/communications with stakeholders and the general public.
- (b) Where applicable, workshop drawing status for each part of the Works
- (c) WHS - Covering WHS performance, registers of all safety incidents and hazards to date including copies of incident reports and corrective actions, details of any safety audits undertaken including their outcome and outstanding audit items, and a register of all new or amended Safe Work Method Statements and Plant Risk Assessments.
- (d) Construction program – Updated overall schedule in Gantt chart format, showing all significant procurement and construction activities, the current critical path, current forecast completion date(s) and a comparison of actual to planned progress.
- (e) Safety & Health Risk Assessment – updated risk assessment reflective of current construction activities.
- (f) Cost report – including:
- (g) Schedule of payment claims, showing settled, outstanding and forecast claims, with their value and status.
- (h) Schedule of variations showing approved variations, proposed variations and potential variations.
- (i) Quality – Summary of all inspection and testing reports and activities carried out during the month
- (j) Any other key issues – e.g. industrial relations or other information requested by the Superintendent.

### **2.8.3 Works Programme**

The Contractor shall provide to the Superintendent, not later than one week after entering into the Contract, a Works Programme detailing dates for commencement and completion for each activity referred to in this Specification and indicating Practical Completion on or before the due date.

### **2.8.4 Amendments to the Works Programme**

As soon as practical after any information shown on the construction programme submitted is rendered incorrect for any reason, provide amended copies to all persons to whom the original programme was issued, with an explanation for the amendment. Provide further amended copies as necessary from time to time to ensure that all holders have up to date information on the programme.

The works programme should be updated and provided to the superintendent at least 24 hours prior to each contract site meeting. Amendments to the programme should be highlighted and should reflect progress of works onsite.

### **2.8.5 Dilapidation Survey**

The Contractor shall undertake appropriate dilapidation surveys to prevent and/or minimise the amount of damage claims to property or infrastructure that is close to or adjoins the worksite that may be affected by noise, dust or vibration or other related construction activities. Dilapidation surveys should occur at pre-construction and post-construction. Photographic

**Part 2 KEEP AND READ THIS PART**

records, other evidence and the dilapidation reports shall be submitted to the Superintendent once complete.

**2.8.6 ITP Submission**

The Contractor shall submit to the Superintendent, at least fourteen (14) days before the planned commencement of each element of the Works the proposed ITPs covering all material supply, construction/installation and testing/commissioning of the work for that element of the Works.

The ITPs will be reviewed and returned to the Contractor within fourteen (14) days of receipt of the plans. Construction of any particular element shall not commence until the Superintendent has reviewed the ITP or until 14 days after the Contractor has submitted the ITP.

**2.8.7 Inspections**

If the Specification requires notice of inspection to be given in respect of any part of the Work under the Contract, that part of the work shall not have further work placed thereon or be covered up or put out of view without the prior approval of the Superintendent.

No claim for delay shall arise from the giving of insufficient or unreasonably short notice.

Should the Contractor fail or neglect to give any of the required notices, the Superintendent may at his discretion order the complete work to be demolished so that an inspection can be made to his entire satisfaction, and the whole responsibility and cost for such demolition and for making good which may be required, shall be that of the Contractor. Should the Superintendent not order such demolition the whole responsibility for any error, defect or omission found in or arising out of the work at any subsequent time and the cost of making it good shall be the Contractor's.

<b>Item</b>	<b>Minimum Prior Notice (working days)</b>
<u>Landscape Works</u>	
Set out of walls and concrete edging.	4 days
Set out of trees	3 days
Workshop inspection of shade structure/s prior to delivery to site.	14 days
Inspection of tree pits prior to tree planting	3 days
Set out of rubber softfall to play area prior to installation	3 days
Set out of play items prior to installation	3 days
<u>Civil and Building Works</u>	
Set out of pump track and skate park	3 days

**Part 2 KEEP AND READ THIS PART**

Backfilling of sewer, water supply, electrical and drainage trenches and pits	3 days
Completion of subgrade, preparation for pavement.	3 days
Completion of gravel basecourse, prior to primerseal.	3 days
Set out of kerbing and paths, prior to construction.	3 days
Set out of line marking & signage.	3 days
Footings excavations and installed reinforcement, prior to concrete pours.	3 days

**2.8.8 Photographic Record**

In addition to the Scheduled site inspections, the Contractor shall progressively compile a photographic record of the works as scheduled below.

The photographic record shall be compiled using digital photography.

Clear, identifiable and dated images shall be provided to the Superintendent within 24 hours if the relevant stages of work being photographed and shall also be compiled onto Compact Disc or other durable medium and handed over to the Superintendent at the time of Practical Completion.

At the sole discretion of the Superintendent, photographic records may be accepted as evidence of completion of stages of work and the Superintendent may subsequently waive the requirement for a scheduled site inspection.

Nothing in this Clause in any way reduces or alters the Contractor’s responsibility to provide notice of scheduled site inspections as specified in Clause E.03.4 above.

Photographic Record Shall Include:

<b>Item:</b>	<b>Minimum Photographic Coverage</b>
<u>Landscape Works</u>	
Footings to all structures, including pre-concrete pour showing reinforcement	All
Preparation of tree pits prior to planting	All
Thrust blocks to irrigation mainlines	All



**Part 2 KEEP AND READ THIS PART**

<u>Civil and Building Works</u>	
Sewer, water supply, electricity and drainage trenches and pits prior to backfilling	All

In addition to the above specified requirement, the Contractor is encouraged to use digital photography to describe construction issues and record events and activities that are relevant to the Contract such as vandalism, accidental damage to the works etc.

**2.8.9 Quality Assurance Records**

The Contractor shall provide one complete set of quality assurance records for the project including all ITPs, Conformance Reports, Non-Conformance Reports, test records and traceability records. Submission of quality documentation to the Superintendent may be by electronic means in an acceptable format (Word, Excel or pdf preferred).

The information shall be collated in a co-ordinated set with quality records relating to individual systems or sections of the Works bound together for ease of reference. The Contractor shall provide adequate identification of the document, for example contract no. and title, Contractor, supplier or manufacturer, product model and/or description, lot no., location in plan and depth including sketches as appropriate. For proprietary items, manufacturer’s data will need to be included such as technical designer specifications and drawings, test reports, performance and rating tables, and installation instructions/recommendations.

The Contractor shall provide the Quality Assurance Records within 4 weeks after practical completion.

**2.8.10 "As-Constructed" Drawings and Survey Data**

The as constructed documents shall include "As-Constructed" drawings that must consist of the full set of current "Issued for Construction" drawings amended to depict the as-constructed state of the Works, along with additional drawings as may be required to fully document the as-constructed site surveys and measurements. The complete set of "As-Constructed" drawings shall include all "As-Constructed" information about layouts, elevations, cross sections and details, structural, signage, civil, electrical, and hydraulic works (including irrigation).

"As-Constructed" site measurements, both during construction and at the end of the completed Works, shall be picked up by a qualified surveyor. Sufficient string and point features shall be captured to accurately define the location of the features and the surface shape of the specified survey area. Any services to be installed shall be surveyed prior to being covered up. Pit dimensions, conduit diameters, pipe invert levels, service sizes and types shall be recorded. Layout drawings of the installation shall show the nature and location of all cables, conduits and system hardware. Schematic drawings shall show line diagrams of all electrical cabling and switchboards and is to also include all cabling along the jetty showing inter-connections and the locations of any reduction in cable size. Circuit diagrams and block diagrams shall show the inter-relation and function of all equipment, switchgear and control system components.

All "As-Constructed" survey data shall be captured electronically to facilitate the efficient transfer of information to other sources. Data is to be provided as both xyz text file and AutoCAD format showing contours, spot heights and 3D strings or another format as agreed with the Superintendent.

**Part 2 KEEP AND READ THIS PART**

The Contractor shall provide to the Superintendent at or as soon as is practicable following practical completion for the Works a full set “As-Constructed/Demolished” drawings and surveys in formats and quantities as follows;

- One (1) pdf electronic copy format (and not locked for editing).
- One (1) AutoCAD (version 2007 or onwards) electronic copy format.

The electronic form shall be provided on a virus free USB.

Incomplete As Construction drawings will be deemed a project defect.

### 3. General Conditions of Contract

The General Conditions of Contract shall be those set out in Australian Standard 2124-1992, copies of which are available for perusal at the office of the Superintendent. Should the Australian Standard and this Specification conflict, this Specification shall apply.

The Australian Standard shall be read in conjunction with Annexure Part A, and variations to the requirements of the Australian Standard (if any) will be set out in Annexure Part B.

#### 3.1 Insurances

Without limiting its obligations and responsibilities, the Contractor and its subcontractor(s) (if applicable) shall take out the following insurance policies for the entire period of the Contract:

- a) A **Public Liability Insurance** policy with an insurer authorised by the Australian Prudential Regulation Authority (APRA) to conduct new or renewal insurance business in Australia. The policy is to provide a minimum limit of liability of not less than AUD\$20,000,000 (\$20 million) in respect of death, property damage and bodily injury.
- b) A **Workers' Compensation Insurance** policy, if the Consultant has employees, that is necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any employee of the Contractor or of a subcontractor under the Workers Compensation and Injury Management Act 1981 or at Common Law. This Policy must include a Principal's indemnity extension for statutory benefits and common law liability, and a waiver of subrogation against the indemnified Principal for injuries sustained during the course of performing the work under the contract, by a person engaged by you.
- c) A **Professional Indemnity Insurance** policy with an insurer authorised by the APRA to conduct new or renewal insurance business in Australia. The policy is to provide a minimum limit of liability of not less than \$5,000,000 (\$5 million).

Respondents are to supply evidence of their insurance coverage including insurer, expiry date, value and type of insurance. If the Respondent holds "Umbrella Insurance", please ensure a breakdown of the required insurance is provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance and within 7 days of request during the contract period.

**Part 3 READ AND KEEP THIS PART****AS 2124 ANNEXURE – PART A**

The annexure Part A, to A2124-1992 General Conditions of Contract is reproduced with permission of Standards Australia, of 1 The Crescent, Homebush NSW 2140.

The law applicable is that of the State or Territory of: (Clause 1)	Western Australia
Payments under the Contract shall be made at: (Clause 1)	W.A. - by “not negotiable” cheque posted to the address shown on the payment claim form
The Principal is: (Clause 2)	The Shire of Waroona
The address of the Principal is:	The Shire of Waroona 52 Hesse Street WAROONA WA 6215 ABN 22 902 474 201
The Superintendent shall be: (Clause 2)	Brad Oborn Manager Works and Waste Services Shire of Waroona
The address of the Superintendent is:	The Shire of Waroona 52 Hesse Street WAROONA WA 6215
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	Not Applicable
Bill of Quantities - The alternative applying: (Clause 4.1)	Alternative 2
The time for lodgement of the priced copy of the bill of quantities is: (sub-Clause 4.2)	Not Applicable
Contractor shall provide security in the amount of: (Clause 5.2)	8% of the Value of Work or Retention moneys.
Principal shall provide security in the amount of: (Clause 5.2)	Not Applicable
The period of notice required of a party’s intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	10 days
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	50%

**Part 3 READ AND KEEP THIS PART**

Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative 2
The number of copies to be supplied by the Principal: (Clause 8.3)	Three hardcopy and One electronic set
The number of copies to be supplied by the Contractor: (Clause 8.4)	Three hardcopies and one electronic set in pdf format
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	14 days
Work which cannot be subcontracted without approval: (Clause 9.2)	None
The percentage for profit and attendance (Clause 11(b))	15%
The amount or percentage for profit and attendance (Clause 11(c))	15%
Insurance of the works - the alternative applying: (Clause 18)	Alternative 1
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	5% of Value of Work
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	10% of Value of Work
The value of materials to be supplied by the Principal: (Clause 18(iv))	Equal to the value of the electricity, water and salvaged material used on site by the Contractor for the works.  Equal to the hire value of safety fencing used by the Contractor for the works.
The additional amount or percentage: (Clause 18(v))	12%
Public liability insurance - the alternative applying: (Clause (19)	Alternative 1

**Part 3 READ AND KEEP THIS PART**

The amount of Public liability insurance shall be not less than: (Clause 19)	\$20 Million
The time for giving possession of the site: (Clause 27.1)	Within 14 days of date of acceptance of tender.
The date for Practical Completion: (Clause 35.2)	40 weeks from acceptance of tender
Liquidated damages per day: (Clause 35.6)	\$1,000 per business day
Limit of Liquidated damages: (Clause 35.7)	No Limit
Bonus per day for early Practical completion: (Clause 35.8)	Not Applicable
Limit of bonus: (Clause 35.8)	Not Applicable
Extra costs for Delay or Disruption: (Clause 36)	Not applicable
The Defects liability period: (Clause 37)	12 Months
The charge for overheads, profit etc. for daywork: (Clause 41(f))	15%
Times for Payment claims: (Clause 42.1)	Last day of each Month
Unfixed plant and materials for which payment claims may be made notwithstanding that they are incorporated in the works: Clause 42.1 (ii)	Nil
Retention moneys on: (Clause 42.3)	Retention is applicable on Work incorporated in the works and day work or items for which a different amount of retention is not provided, 10% of the value until 8% of the Contract Sum is held. Alternatively the Contractor can provide 8% security on the value of the works
Unfixed plant or materials - the alternative applying: (Clause 42.4)	Alternative 3

**Part 3 READ AND KEEP THIS PART**

The rate of interest on overdue payments: (Clause 42.9)	Current Reserve Bank Overdraft Rate +1%
The delay in giving possession of the site which shall be a substantial breach: (Clause 44.7)	28 days
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 2
The person to nominate an arbitrator: (Clause 47.3)	President of the Institute of Arbitrators and Mediators (WA Branch) or a person nominated by him.
Location of arbitration: (Clause 47.3)	Western Australia

**Part 3 READ AND KEEP THIS PART**

**AS 2124 ANNEXURE – PART B**

1. The following Clauses have been deleted from the General Conditions in AS 2124-1992:  
 .....None.....  
 .....
2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124-1992:

<b>Clause 3.5</b>	<b>Provisional Quantities</b>
	<i>This sub-Clause is added:</i>
	<p>A Provisional Quantity included in the Contract shall not itself be payable by the Principal unless the work or item to which the Provisional Quantity relates is performed or supplied at the direction of the Superintendent.</p> <p>If, in respect of any work for which a provisional quantity is included in the Contract, the Superintendent, directs that a greater or lesser quantity than the provisional quantity shall be carried out, or that no work shall be carried out, the value of the difference between the provisional quantity and the quantity carried out pursuant to that direction, calculated at the rate for that work stated in the Contract, shall be certified by the Superintendent and shall be taken into account in determining the final Contract Sum.</p>
<b>Clause 5.3</b>	<p><i>Add:</i> The Contractor shall provide security in the form of Bank Guarantees, one of which shall be maintained effective until Practical Completion and the other to the end of the Defects Liability Period. Bank Guarantees shall each be to the value of 4% of the Contract Sum. One Bank Guarantee shall be released upon practical completion and the other shall be released at the end of the Defects Liability Period subject to the satisfactory rectification of any defects upon issue of the Final Certificate. If security is provided retention moneys are not required and visa versa.</p> <p>No alterations to this guarantee will be entertained by the Superintendent.</p>
<b>Clause 8.7</b>	Delete which approval shall not be unreasonably withheld
<b>Clause 9.2</b>	<p><i>Add:</i> The Contractor shall bind ALL sub-contracts (whether nominated or otherwise) by signed agreements, which shall bind them to all conditions, obligations and responsibilities, which he, himself, is bound under the Contract.</p> <p>The agreement shall stipulate reasonable commencing and finishing dates for the sub-contractors work and the order and manner for the carrying out of the Works to conform to the Contractors Work Program.</p> <p>The Contractor shall submit a list of sub-contractors to be used in the Contract within fourteen (14) days of the acceptance of tender. In the event that the Superintendent does not dissent in writing within</p>



**Part 3 READ AND KEEP THIS PART**

	<p>seven (7) days then such approval shall be deemed as being granted.</p> <p>The Contractor shall administer, coordinate, supervise, generally attend upon the works and for any profit under the contract for work to be performed by nominated sub-contractors.</p> <p>The Contractor shall provide for nominated sub-contractors all normal facilities for the proper performance of the nominated sub-contract work under the contract including the following: -</p> <ul style="list-style-type: none"> <li>• Access to the site</li> <li>• Storage areas</li> <li>• Use of water (nominated sub-contractors shall provide their own hoses and fittings)</li> <li>• Use of electric light and power supply (nominated sub-contractors shall provide their own cables and portable lamps)</li> <li>• Use of scaffolding and hoisting facilities as provided for the contractors own use while in position and at reasonable times including operators, but not the labour for loading and unloading such hoisting facilities (nominated sub-contractors shall pay the contractor for the use of such scaffold and hoisting facilities at rates agreed between them).</li> <li>• Sanitary conveniences</li> <li>• Statutory amenities for drinking water, messing and changing.</li> <li>• Storage of tools.</li> <li>• First aid and safety measure.</li> <li>• Rubbish removal from site.</li> </ul> <p>Any additional facilities required and any cutting of holes, chases, making good or other Contractors work required in connection with the work of any nominated sub-contractor concerned, unless otherwise specified or shown on the drawings.</p>
<p>Clause 11</p>	<p><i>Add:</i> The Contractor shall allow the Provisional Sum stated in the supplement to these Preliminary Clauses, which shall be expended on the works as the Superintendent, in his absolute discretion may order in writing.</p> <p>All of the Provisional Sum remaining unexpended at the completion of the Contract shall be deducted from the Contract Sum.</p>
<p>Clause 15</p>	<p><b>PROTECTION OF PEOPLE AND PROPERTY</b></p>
	<p><i>Item (c) commencing at line 31 is deleted and the following paragraphs are substituted in lieu thereof:</i></p>
	<p>The Contractor shall prevent nuisance and unreasonable disturbance and ensure all work under the Contract is undertaken in accordance with the Environmental Protection Act 1986 and the Environmental Protection (Noise) Regulations 1997.</p> <p>The Contractor shall arrange its operations and shall provide silencing equipment to whatever extent is necessary to satisfy the</p>

**Part 3 READ AND KEEP THIS PART**

	<p>requirements of the health regulations or any other applicable regulations of the relevant Local Authority in relation to the sound arising from the Contractor's operations near the boundaries of existing occupied properties.</p> <p>The Contractor shall satisfy any reasonable instruction of the Local Authority health inspector within the time specified by the health inspector and shall thereafter continue to maintain noise levels below that approved for the Contract.</p>
Clause 16	<i>Line 22 delete closing bracket after Contractor</i>
Clause 24	<b>Superintendent's Representative</b>
	<i>Add:</i>
	Stephen Smith is hereby appointed as Superintendent's Representative for this contract with all the functions of the Superintendent.
Clause 29	<i>Add new clause 29.2(a) :</i>
	<b>Construction Plant Owned By Others</b>
	The Contractor shall, upon request by the Superintendent, notify the Superintendent in writing of the name and address of the owner of any construction plant used on the work under the contract at the site and held by the Contractor under an agreement with the owner. The Principal may, in order to avoid seizure by the owner of such construction plant, pay to the owner the amount of any overdue instalment or other sums payable under the agreement. In the event of his doing so he may recover the amount as a debt due from the Contractor.
	<i>Add new Clause 29.4 :</i>
	<b>Warranties</b>
	The Contractor shall ensure that all warranty entitlements arising from the works include the Principal and the Contractor as named beneficiaries. Such warranties shall be in a form approved by the Superintendent and shall be submitted to the Superintendent prior to the issue of the final payment certificate.
Clause 30	<i>After line 21 (page 25 Clause 30.6), add new paragraph :</i>
	The Contractor shall not be entitled to rely upon any inspections or tests carried out by the Principal or Superintendent for their own purposes.
Clause 30.1	<b>Quality of Materials and Work</b>
	<i>The following paragraph is added to the end of the Clause at line 20:</i>

**Part 3 READ AND KEEP THIS PART**

	Materials and workmanship shall in all respects comply with the Contract and the relevant Australian Standards (AS), Government Codes and Regulations. The latest edition of the above as of one (1) week before the Closing Date for tenders shall apply in each case unless otherwise specified																								
Clause 35	<i>Amend line 41 or 35.5:</i>																								
	described in the next paragraph and within 14 days after the delay occurs the Contractor ...																								
Clause 35.5	<p><i>Add:</i></p> <p>Delays due to Inclement Weather (clause A2.03) – the following number of working days have been allowed for weather delaying the works (based on mean days greater than 1mm). A wet day shall be defined as a day where rainfall at the Shire of Waroona Works Depot is greater than 1mm. The Shire of Waroona Waste Station shall be a backup reference location if required. Claims for extensions of time in excess of those nominated above shall be supported with evidence of weather conditions from the above weather station and within five working days of the delay occurring.</p> <table style="margin-left: 40px;"> <tr><td>January</td><td>1</td></tr> <tr><td>February</td><td>1</td></tr> <tr><td>March</td><td>2</td></tr> <tr><td>April</td><td>4</td></tr> <tr><td>May</td><td>7</td></tr> <tr><td>June</td><td>9</td></tr> <tr><td>July</td><td>9</td></tr> <tr><td>August</td><td>9</td></tr> <tr><td>September</td><td>7</td></tr> <tr><td>October</td><td>6</td></tr> <tr><td>November</td><td>3</td></tr> <tr><td>December</td><td>2</td></tr> </table> <p>Extensions of time under this formula shall not apply after work has been enclosed or otherwise protected in accordance with the Contract, nor if work is behind schedule, and would otherwise have been protected.</p>	January	1	February	1	March	2	April	4	May	7	June	9	July	9	August	9	September	7	October	6	November	3	December	2
January	1																								
February	1																								
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June	9																								
July	9																								
August	9																								
September	7																								
October	6																								
November	3																								
December	2																								
Clause 36	<i>Amend by adding between lines 22 and 23, a new paragraph:</i>																								
	Delay or disruption costs shall be set at \$600 per day.																								
Clause 38	<b>Cleaning Up</b>																								
	<i>The contents of the Clause commencing on line 48 and ending on line 7 have been deleted and the following is substituted in lieu thereof:</i>																								
	<p><b>38.1 Disposal of Rubbish, Cleared Vegetation, etc.</b></p> <p>The Contractor shall keep the Site and the work clean and tidy. All rubbish, cleared vegetation and other debris resulting from the construction work shall be disposed of offsite at intervals not</p>																								

**Part 3 READ AND KEEP THIS PART**

	<p>exceeding ten (10) working days. Disposal shall comply with the requirements of the Local Authority. All costs for disposal off Site so incurred shall be the responsibility of the Contractor and shall be deemed to have been included in the appropriate items in the Schedule of Prices.</p> <p>Failure to comply with or to complete the Site cleaning-up requirements shall entitle the Superintendent to withhold a Certificate of Practical Completion or suspend whole or part of the work under the Contract until such requirement is complied with.</p>
	<p><b>38.4 Failure to Comply</b></p> <p>Notwithstanding the provisions of Clause 44, if the Contractor fails to comply with any of the obligations imposed on the Contractor by Clause 38, the Superintendent may, after the Superintendent has given reasonable notice in writing to the Contractor, have the work of cleaning and tidying up and/or removal of spoil/unsuitable material/temporary works, etc., carried out by other persons and the reasonable cost incurred by the Principal in having the work so carried out may be recovered by the Principal as a debt due from the Contractor to the Principal. The rights given by this Clause are in addition to any other right.</p>
Clause 40.3	<p>Any assessment provided by the Contractor of the value of any Contract Variations shall be supported by proper measurements, rates and prices and applicable extensions of time and shall be submitted by the Contractor to the Superintendent within seven (7) days of receipt of the Superintendent's drawing or written instruction covering the variation concerned.</p> <p>Any lump sum variation amount not accompanied by the above will not be assessed.</p> <p>Variations will not be allowed unless specifically authorized by the Superintendent and the amount of the Contract Sum Adjustment and any applicable extension of time must be determined before the work is commenced.</p> <p>The Contractor when submitting a variation request shall show separately the amount allowed for profit and attendance (to a maximum of 15%) of the value of the variation and if such amounts are not shown it will be assumed that they are included in the amount claimed.</p>
Clause 41	<i>Line 44 amend :</i>
	in determining the value of Day Work where the contract does not include rate(s) for day work regard shall be had to ...
	<i>Line 7, page 33, amend :</i>
	Except where noted otherwise in the Contract the amounts payable for Day work, etc.
Clause 41	<i>Amend line 27.</i>

**Part 3 READ AND KEEP THIS PART**

	Clause 44.6 amounts paid under the Contract and amounts in the opinion of the Superintendent otherwise due from the ...
Clause 42.11	<b>Recourse for Unpaid Moneys</b>
	<i>The contents of the existing sub-Clause commencing on line 47 and ending on line 51 are deleted and the following is substituted in lieu thereof:</i>
	Where a party fails to pay the other party an amount due and payable under the Contract within the time provided by the Contract or a party fails to pay the other party any money due otherwise than under the Contract, the other party may, subject to Clause 5.5, have recourse to retention moneys, if any, and, if those moneys are insufficient, then to security under the Contract and any deficiency remaining may be recovered by the other party as a debt due and payable.
Clause 42.12	<b>Principal's Right to Deduct Moneys from Certified Payments</b>
	<i>This clause is added:</i>
	Notwithstanding Clause 42, or any other provision of the Contract, the Principal expressly reserves the right to deduct from moneys due to the Contractor under Clause 42: <ul style="list-style-type: none"> <li>(a) any amount up to the value of defective or incomplete work carried out by the Contractor. The value of defective work for the purpose of this clause shall be determined by the Superintendent following a request by the Principal to provide such a valuation; and</li> <li>(b) any damages liquidated or otherwise due to the Principal from the Contractor.</li> </ul>
Clause 46	<i>Amend lines 40 and 41 to :</i>
	unless within 42 days after the direction or approval is given to the Contractor, the Contractor has given to the ...
Clause 51	<b>BANK GUARANTEE</b>
	<i>This Clause is added:</i>
	An unconditional Bank Guarantee(s), in the approved form included in the Request for Tender and issued from a bank in Australia acceptable to the Principal (with an office in Western Australia), will be accepted by the Principal in lieu of the retaining of retention or security moneys. Should the Tenderer intend submitting a Bank Guarantee(s) it shall advise with its tender the name and address of the bank from which such Bank Guarantee(s) will be obtained.

3. The following Clauses have been added to those of AS 2124-1992:

**Clause 9.4 Direction of Nominated Sub-Contractors**

Where in any nominated sub-contract document it is specified that any matter or thing is to be referred, submitted, supplied, handed over or notified by the nominated Sub Contractor to the Superintendent then it shall be the responsibility of the nominated Sub Contractor concerned, unless otherwise specified or shown on the drawings.

Where in any nominated sub-contract document it is specified that any action or approval is required of the Superintendent or that any work of the nominated Sub-Contractor is to be done to the satisfaction of the Superintendent, then notification of such action, approval or work done to the satisfaction of the Superintendent or not approved or done as the case may be shall be given by the Superintendent to the Contractor and thereafter the Contractor shall as soon as practicable give the notification to the nominated Sub Contractor with such additional requirements, directions or instructions pursuant to the Sub-contract as the Contractor may consider necessary.

**Clause 49 Adjustment of Provisional Sums**

When adjustments are to be made to the contract sum for provisional sum items, such adjustments shall be made in the following manner:

By variation orders the contract sum shall be adjusted by the amount directed by the Superintendent to be expended by the contractor against each provisional sum item.

Where the amount included in the contract sum in respect of any provisional sum is greater or less than the amount directed by the Superintendent to be expended by the contractor against the provisional sum, then the actual amount (if any) included by the contractor in the contract sum on account of any profit and attendance relative to that provisional sum shall be payable to the contractor on the expending of the provisional sum.

**Clause 50 Payment of Workers and Subcontractors**

Before the Principal makes each payment to the contractor, the Superintendent may, not less than 5 days before a payment certificate is due, in writing request the contractor –

To give the Superintendent a statutory declaration by the contractor or, where the contractor is a corporation, by a representative of the contractor who is in a position to know the facts declared, that all workers who have at any time been employed by the contractor on work under the contract have at the date of the request been paid all moneys due and payable to them in respect of their employment on the work under the contract; and:

To provide documentary evidence to the Superintendent that at the date of the request all workers who have been employed by a sub-contractor of the contractor have been paid all moneys due and payable to them in respect of their employment on the work under the contract.

Not earlier than 14 days after the contractor has made each claim for payment, and before the Principal makes that payment to the contractor, the contractor is to give to the Superintendent a statutory declaration by the Contractor or, where the contractor is a corporation, by a representative of the contractor who is in a position to know the facts declared, that all sub-contractors have been paid all moneys due and payable to them in respect of work under the contract.

If the contractor fails:

**Part 3 READ AND KEEP THIS PART**

Within 5 days after a request by the Superintendent to provide the statutory declaration or the documentary evidence (as the case may be) required, or fails:

To comply with these requirements, payment of moneys to the contractor may be withheld by the principal until the statutory declaration or the documentary evidence (as the case may be) is received by the Superintendent.

If the contractor provides to the Superintendent satisfactory proof of the maximum amount due and payable to workers and sub-contractors by the contractor, the principal is not entitled to withhold any amount in excess of the maximum amount. At the written request of the contractor, from and out of, moneys payable to the contractor, the principal may on behalf of the contractor make payments directly to any worker or sub-contractor. If any worker or sub-contractor obtains a court order in respect of moneys referred to in clause B or C above and produces to the principal the court order and a statutory declaration that it remains unpaid, the principal may pay the amount of the order, and costs included in the order, to the worker or sub-contractor and the amount paid is to be a debt due from the contractor to the principal. After the making of a sequestration order or a winding up order in respect of the contractor, the principal is not to make any payment to a worker or sub-contractor without the concurrence of the official receiver or trustee of the bankrupt or the liquidator as the case may be.

## 4. Special Conditions of Contract

### 4.1 Advertisements and Promotions on Site

The Contractor may erect on the Site or permit to be erected on Site only those signs:

- (a) required by law;
- (b) specified in the Contract documents; and
- (c) required to identify the Contractor's premises.

The Contractor shall not erect on Site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

### 4.2 Description of the Works

The works comprise those described at Clause 2.4 Scope of Works in the Statement of Requirements section above, and such other work as shown on the drawings or included in the Specification.

### 4.3 Publicity

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

### 4.4 Documents Generally, Drawings and Specifications

#### 4.4.1 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlements to as per **AS 2124 ANNEXURE – PART A** above, such additional copies of the documents will be available to the Contractor electronically at the time of request.

#### 4.4.2 Drawings

The drawings comprise the following, and any additional drawings supplied to the Contractor during the progress of the works.

The Drawings are provided at Appendix E.

#### Landscape Drawings

Drawing Number	Title
B1085/WCP/L100 Rev B	COVER SHEET
B1085/WCP/L101 Rev B	GENERAL ARRANGEMENT PLAN 1 of 5
B1085/WCP/L102 Rev B	GENERAL ARRANGEMENT PLAN 2 of 5
B1085/WCP/L103 Rev B	GENERAL ARRANGEMENT PLAN 3 of 5
B1085/WCP/L104 Rev B	GENERAL ARRANGEMENT PLAN 4 of 5



**Part 4 READ AND KEEP THIS PART**

B1085/WCP/L105 Rev B	GENERAL ARRANGEMENT PLAN 5 of 5
B1085/WCP/L106 Rev B	PLANTING PLAN 1 of 5
B1085/WCP/L107 Rev B	PLANTING PLAN 2 of 5
B1085/WCP/L108 Rev B	PLANTING PLAN 3 of 5
B1085/WCP/L109 Rev B	PLANTING PLAN 4 of 5
B1085/WCP/L110 Rev B	PLANTING PLAN 5 of 5
B1085/WCP/L111 Rev B	DETAILED AREA PLAN SKATE AND PICNIC AREA
B1085/WCP/L112 Rev B	DETAILED AREA PLAN PLAYGROUND
B1085/WCP/L113 Rev B	SKATE AREA CONSTRUCTION JOINT PLAN
B1085/WCP/L114 Rev B	SKATE AREA LEVELS AND DRAINAGE PLAN
B1085/WCP/L115 Rev B	DEMOLITION PLAN
B1085/WCP/L116 Rev A	PROPOSED SEPARABLE PORTIONS

**Landscape Details Drawings**

Drawing Number	Title
B1085/WCP/L201 Rev A	GENERAL DETAILS
B1085/WCP/L202 Rev A	GENERAL DETAILS
B1085/WCP/L203 Rev A	CONCRETE WALL DETAILS
B1085/WCP/L204 Rev A	SKATE ELEMENT DETAILS
B1085/WCP/L205 Rev A	SKATE AREA SECTIONS
B1085/WCP/L206 Rev A	TYPICAL STEP SECTIONS
B1085/WCP/L207 Rev A	STEPS & HANDRAIL DETAILS
B1085/WCP/L208 Rev A	FEATURE DETAILS
B1085/WCP/L209 Rev A	WATER FEATURE DETAILS
B1085/WCP/L210 Rev A	PUMP TRACK SECTIONS SHEET 1 OF 5
B1085/WCP/L211 Rev A	PUMP TRACK SECTIONS SHEET 2 OF 5
B1085/WCP/L212 Rev A	PUMP TRACK SECTIONS SHEET 3 OF 5
B1085/WCP/L213 Rev A	PUMP TRACK SECTIONS SHEET 4 OF 5
B1085/WCP/L214 Rev A	PUMP TRACK SECTIONS SHEET 5 OF 5
B1085/WCP/L215 Rev A	PRECINCT WELCOME SIGN
B1085/WCP/L216 Rev A	GENERAL NOTES

**Pump Track Drawings**

Drawing Number	Title
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**Part 4 READ AND KEEP THIS PART**

2047-CD00 Rev D	COVER PAGE
2047-CD01 Rev D	GENERAL NOTES
2047-CD02 Rev D	SITE PLAN
2047-CD03 Rev D	EARTHWORKS PLAN
2047-CD04 Rev D	DRAINAGE PLAN
2047-CD05 Rev D	SET OUT PLAN
2047-CD06 Rev D	TYPICAL DETAILS 1
2047-CD07 Rev D	TYPICAL DETAILS 2
2047-CD08 Rev D	FEATURE ROLLER DETAILS
2047-CD09 Rev D	WALL RIDE DETAIL PLANS
2047-CD10 Rev D	WALL RIDE DETAIL SECTIONS
2047-CD11 Rev D	SIGNAGE DETAILS

**Irrigation Drawings**

Drawing Number	Title
EPC-WCP-01 SHEET 1 OF 12	SLEEVES
EPC-WCP-01 SHEET 2 OF 12	MAINLINE VALVES & WIRES
EPC-WCP-01 SHEET 3 OF 12	TREE WATERING
EPC-WCP-01 SHEET 4 OF 12	TREE WATERING
EPC-WCP-01 SHEET 5 OF 12	TREE WATERING
EPC-WCP-01 SHEET 6 OF 12	GARDEN WATERING
EPC-WCP-01 SHEET 7 OF 12	GARDEN WATERING
EPC-WCP-01 SHEET 8 OF 12	GARDEN WATERING
EPC-WCP-01 SHEET 9 OF 12	GARDEN WATERING
EPC-WCP-01 SHEET 10 OF 12	GARDEN WATERING
EPC-WCP-01 SHEET 11 OF 12	GARDEN WATERING
EPC-WCP-01 SHEET 12 OF 12	GARDEN WATERING

**Civil Engineering Drawings - Precinct**

Drawing Number	Title
WR322-D21 / B	COVER SHEET / OVERALL LAYOUT
WR322-D22 / B	TYPICAL DETAILS
WR322-D23 / B	GENERAL CIVIL WORKS LAYOUT
WR322-D24 / B	PIPE #2 & #5 LONGSECTIONS
WR322-D25 / B	PIPE #3 & #4 LONGSECTIONS

### Civil Engineering Drawings – Fouracre Street

Drawing Number	Title
WR322-D01	COVER SHEET / OVERALL LAYOUT
WR322-D02	TYPICAL DETAILS #1
WR322-D03	TYPICAL DETAILS #2
WR322-D04	CIVIL WORKS LAYOUT #1
WR322-D05	CIVIL WORKS LAYOUT #2
WR322-D06	MC01 CROSS-SECTIONS CH0-110m
WR322-D07	MC01 CROSS-SECTIONS CH120-170m
WR322-D08	LINEMARKING AND SIGNAGE LAYOUT

### Lighting Drawings

Drawing Number	Title
3232202- SHEET 1 OF 4	LIGHTING CONCEPT DESIGN – LIGHTING LAYOUT (OVERALL)
3232202- SHEET 2 OF 4	LIGHTING CONCEPT DESIGN – LIGHTING LAYOUT (PATHWAY)
3232202- SHEET 3 OF 4	LIGHTING CONCEPT DESIGN – LIGHTING LAYOUT (SPORTS)
3232202- SHEET 4 OF 4	LIGHTING CONCEPT DESIGN – LIGHTING LAYOUT (RENDERED LUMNANCE VIEW)

## 4.5 Contractor's Representative

The Contractor's Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

## 4.6 Nominated Subcontract and Supply

The Tenderer shall allow in his Tender for administering, coordinating, supervising, generally attending upon the works and for any profit under the Contract for work to be performed by Nominated Sub-contractors and Suppliers as specified.

The Contractor shall not amend, increase or decrease the number and names of the approved subcontractors without preparing a written submission on the reasons for the change and details on the replacement subcontractor for approval by the Superintendent.

## 4.7 Goods and Services Tax (GST)

For the purposes of this clause:

- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.

## Part 4 READ AND KEEP THIS PART

- (b) “GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* and (where the context permits) includes the Regulations and the Commissioner of Taxation’s Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- (c) “Supply” and “taxable supply” have the same meanings as in the GST Act.

Where the Requirement’s, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

### 4.8 Evidence of Contractor's Registration or Licencing

Where an act or ordinance of Western Australia requires that a Contractor or builder (as defined by the act or ordinance) be registered or licenced to carry out the work described in the tender documents, the tenderer shall produce evidence of registration or licence.

It is the Contractor’s responsibility to check with the Shire of Waroona for any structures which require a building licence, and to seek approval for the licences as necessary. Documents signed by a Structural Engineer shall be provided by the Superintendent, for this purpose.

### 4.9 Safety General

The Contractor is appointed as the principal Contractor for the project and shall accept such appointment and conduct the Works in a safe manner in conformity with all applicable Work Health and Safety statute regulations, by-laws or rules including, but not limited to, the Work Health and Safety Act 2020 (WA). The Contractor must comply with the requirements of Workplace Safety including associated regulations and Codes of Practice appropriate to the Works.

The Contractor shall be deemed to have examined all information relevant to risks, contingencies and other circumstances, which could affect the Works, and which the Contractor could have obtained by making detailed enquiries.

The Contractor shall notify the Superintendent of the name of the Contractor's representative responsible for work health and safety. The Contractor shall be responsible at all times for the safety and health of the Contractor's Personnel including Sub-contractors, the Superintendent and the Superintendent's staff and agents, the Principal's Personnel and the public.

#### 4.9.1 WHS Management System

The Contractor must at all times implement and maintain a Work Health and Safety (WHS) Management System. When requested, the Contractor shall submit a complete copy of the Contractor’s Work Health and Safety Management System documentation, which must include as a minimum:

- Work Health and Safety policy and objectives.
- Contractor’s organisational structure and responsibilities.
- Safe work practices and procedures (i.e. Safe Work Method Statements, etc.).
- Hazard and Incident Identification and Reporting procedures [i.e. Job Safety Analyses (JSA’s), Plant Risk Assessments etc.].

## **Part 4 READ AND KEEP THIS PART**

- Work Health and Safety induction and training.
- Work Health and Safety auditing and inspection procedures.
- Work Health and Safety consultation procedures.
- Work Health and Safety performance monitoring.

The Contractor shall ensure that the Contractor's Personnel and all other persons employed or engaged on the Works comply with the Contractor's Work Health and Safety Management System.

### **4.9.2 Hazards**

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

### **4.9.3 Induction Training**

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted by the Contractor.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

### **4.9.4 Pre-Job Planning**

Where legislation or codes of practice identify hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors, working at heights and all other activities deemed to be hazardous work under Chapter 4 of the Work Health and Safety (General) Regulations 2022, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred. The Contractor shall ensure that its workers are sufficiently trained and competent to undertake the work required of the worker.

### **4.9.5 Occupied Sites**

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site specific Safety

Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

## **4.10 Environmental Protection**

### **4.10.1 Noise Control**

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The Contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-contractors observe similar care.

The Contractor shall arrange the operations and shall provide silencing equipment to the plant, at its own expense, to whatever extent it necessary to satisfy the requirements of the Shire of Waroona in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

### **4.10.2 Site Control**

The Contractor shall, at all times:

- (a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- (b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
- (c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
- (d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent except where specified or shown on the drawings;
- (e) Ensure that no fire shall be lit without the written approval of the Superintendent; and
- (f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

### **4.10.3 Soil Erosion**

The Contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

### **4.10.4 Dust, Dirt, Water and Fumes**

The Contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

#### **4.10.5 Vehicles**

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

#### **4.10.6 Refuse Disposal**

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

### **4.11 Materials**

Unless otherwise specified all materials shall be new and of first class quality.

Orders for procurement of materials shall be placed as soon as practicable after acceptance of Tender to ensure delays to the works program for materials supply are avoided.

#### **4.11.1 Brands of Materials and Suppliers**

Where a proprietary brand or supplier is specified within the Technical Specifications and/or the Drawings, approved similar materials of other brands or suppliers may be substituted at the time of Tender. It shall be the Contractor's responsibility to satisfy the Principal at the time of Tender that such substitute materials are at least equal to the specified materials in respect to characteristics of type, quality, finish, appearance, method of construction and performance.

No extra cost will be added to the Contract Sum as a result of such substitutions.

Use materials of proprietary brands shall be in accordance with the manufacturer's directions unless otherwise specified or approved.

The Contractor shall not depart from the brands or makes nominated in its Tender unless authorisation by the Superintendent has been provided.

#### **4.11.2 Samples of Materials**

All relevant work shall conform to approved samples. Approved samples, if suitably located, may be permitted to be incorporated into the Works. Otherwise, remove all traces on completion. The following samples are required:

- Insitu concrete footpaths
- Insitu exposed aggregate concrete paving
- 2m length of walling
- 6m length of fencing
- Laterite boulder outcrop
- 4m<sup>2</sup> cement stabilised crushed laterite
- 5m<sup>2</sup> laterite stone pitching
- Reconstituted limestone block
- Other as directed by the Superintendent

#### **4.11.3 Testing**

The Superintendent reserves the right to take samples of any material at any time for test or analysis.

Should the results indicate that the requirements of the Technical Specifications have not been complied with, action will be taken under the Contract regarding replacement, re-performance or compensation. The costs of all these tests or analyses will in all circumstances be paid by the Contractor.

#### **4.11.4 Standards**

Unless otherwise specified in the Contract, and where applicable, materials and workmanship shall be in accordance with the relevant standard of the Standards Association of Australia. A standard applicable to the Works shall be the edition last published prior to the closing date for tenders unless otherwise specified.

#### **4.11.5 Materials to be Supplied by the Principal**

The materials stated in the Drawings and Contract documents to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

These materials are generally described as those materials salvaged from the demolition of buildings on the site (by others) that have been salvaged for incorporation into the Works.

#### **4.11.6 Delivery and Incorporation of Materials**

The Contractor shall ensure that all materials and material components used in the construction of the Works are designed for any loading incurred during transportation and handling. Transport vehicles and installation plant shall be appropriate for the purpose. All goods shall be adequately secured.

The Contractor shall:

- (a) obtain approvals and provide necessary support and protection for over dimensional loads; and
- (b) provide adequate equipment for the safe unloading, placement, storage and installation of materials.

Any materials structurally damaged during transportation or handling will not be accepted and will be replaced at the Contractor's expense.

Where components or equipment are to be lifted, the Contractor shall ensure that proper lifting points are fitted to the components or equipment and that all lifting work is carried out in a safe manner.

Materials and products supplied by the manufacturer in closed or sealed containers or packages, shall be brought to the point of use in the Works in the original unbroken container or package, otherwise they shall be liable to rejection.

Materials that have surface treatments applied prior to delivery to site shall be protected from damage during loading/unloading and transport by wrapping in foam or similar insulating material and spacing with gluts. The Contractor shall take all reasonable steps to prevent damage to surface treatments including but not limited to designing special lifting



## **Part 4 READ AND KEEP THIS PART**

arrangements, using appropriate packing and instructing loading and delivery personnel in correct handling and transport methods. Materials with damage to surface treatments may be rejected by the Superintendent and directed to be removed from site for workshop remediation or disposal.

If on-site remediation is deemed acceptable by the Superintendent the Contractor shall submit a detailed remediation procedure to the Superintendent for acceptance prior to commencing remedial work.

All components and materials used in the WUC shall be free from defects including external damage, shrinkage cracks, surface cracks, colour distortion, crazing, corrosion, pitting and similar. Any such defects will be rejected and the components or materials shall be replaced by the Contractor.

### **4.11.7 Schedule of Warranties**

The Contractor shall provide the warranties for works except where this is not reasonably possible and where the Superintendent has been notified in writing before the work of the relevant sub-contractor has been processed.

As soon as possible after Practical Completion and before the issue of the Final Certificate the Contractor shall produce such specified warranties or equivalent warranties to be effectively transferred or issued directly in favour of the Principal so that thereafter the warrantors shall be directly responsible to the Principal.

All warranty periods shall commence from the Date of Practical Completion.

## **4.12 Construction Requirements**

### **4.12.1 Working Hours**

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

- (a) Permissible working Hours shall be from 7:00 am to 7:00 pm Monday to Saturday. Works outside of these hours will require preparation of a noise management plan by the Contractor for approval by the Shire.
- (b) Working hours for low generating noise activities can be extended to Sundays / public holidays from 9:00 am to 7:00 pm subject to written approval from the Superintendent.
- (c) Maintenance work may be carried out outside these hours provided that noise emanating is less than the ambient noise levels.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works.

### **4.12.2 Aboriginal Site Monitors and Archaeologist**

There will a requirement for Aboriginal Site Monitors and/or an Archaeologist to be present during trenching and excavation works. The Contractor shall make provision in their tender and price schedules for their site presence and if necessary, any temporary halts on works to allow for necessary inspections. At least 48 hours' notice shall be provided by the Contractor to the Superintendent prior to trenching and excavation works.

The Aboriginal Site Monitors and/or Archaeologist shall conform to the Contractor's safety management requirements including site inductions by the Contractor.

## **Part 4 READ AND KEEP THIS PART**

The costs for Aboriginal Site Monitors and/or an Archaeologist shall be the responsibility of the Principal.

### **4.12.3 Temporary Safety Fence**

The Principal has installed a perimeter safety fence. The Contractor shall be responsible for the care and maintenance of the fence during the Works. At completion of the Works the Contractor shall remove the fence and transport all components to a Shire nominated location within 5km of the works site for storage. Any sections of fence damaged during the Works shall be replaced by the Contractor with new items or as otherwise agreed with the Principal.

The Contractor shall provide additional temporary safety fencing as required that conforms with the *Work Health and Safety Act 2020* and the *Work Health and Safety (General) Regulations 2022* and with any amendments that may be made to the Act and the Regulations.

### **4.12.4 Safety Management Plan**

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experienced and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

### **4.12.5 Traffic Management Plan and Site Access**

The Contractor shall provide a Traffic Management Plan to the requirements of the Local Authority, and in accordance with AS1742.3-2002 (Traffic Control Devices for Works on Roads).

The Contractor shall submit and obtain the Local Authority's approval of the Plan before commencing work and shall conform with all requirements and obligations contained in the Plan throughout the Contract period.

Site access for all vehicles and construction plant shall be provided from Fouracre Street. No construction vehicle access from South West Highway shall be permitted.

In addition to the typical requirements of a Traffic Management Plan it shall also include:

- Pedestrian movements along South West Highway
- Mobilisation of construction plant and haulage movements to and from the site
- Schools and school buses

The Contractor shall, throughout the Works, implement, review and maintain the "Traffic Management Plan".

### **4.12.6 Dust Management Plan**

The Contractor shall provide a Dust Management Plan to the requirements of the Local Authority and in accordance with DEP guidelines. Submit and obtain the Local Authority's approval of the Plan before commencing work. The Contractor shall conform with all requirements and obligations contained in the Plan. Also refer E.07.5 of this specification.

#### **4.12.7 Protection of Significant Trees**

Protect all trees and plants not required to be removed and retain ground level around these trees as at date of taking possession of site. All retained vegetation must not be damaged during construction or consolidation. All care must be taken for works in close proximity.

The Contractor shall implement a suitable protection arrangement for the significant trees to the satisfaction of the Superintendent.

The requirement for protection of the significance trees shall be included in the site inductions for all plant operators.

#### **4.12.8 Contractor's Site Facilities**

The Contractor must supply and maintain any as required facilities on site for all of the Contractor's Personnel and Sub-contractors. The facilities shall include all necessary offices, stores, workshops, sheds, toilets, mess rooms and other facilities as required.

Prior to establishing any site facility structures, the Contractor shall ensure that the proposed location and positioning of the unit(s) and all associated services, have been nominated to the Superintendent on a layout plan and where applicable to the Authority.

All buildings and facilities established and used by the Contractor shall be removed from the site at no cost to the Principal on completion of the Works and the site shall be left in a clean and tidy condition.

#### **4.12.9 Superintendent's Office**

A Superintendent's site office is not required for the Works as the Superintendent will have access to existing and nearby Shire of Waroona facilities.

#### **4.12.10 Construction Signage**

The Contractor shall supply, install and maintain regulatory, warning and advisory signage at the site and adjacent to the site in accordance with relevant legislative requirements, the drawings, this Specification and any requirements of the Authority. The signage shall include:

- (a) Construction warning signs;
- (b) Directional signs; and
- (c) Traffic management signs.

All Principal and Contractor installed signage shall form part of the Works and be maintained in good condition by the Contractor for the duration of the Works. Unless otherwise specified all signage including footings shall be removed from site prior to practical completion and the ground reinstated to its previous condition.

#### **4.12.11 Project Works Signage**

The Contractor shall supply and install a project works sign at an appropriate location in consultation with the Superintendent that informs the general public of the details of the Works.

Project works signs must be installed by the Contractor no later than one week following the Principal issuing possession of the site.

## **Part 4 READ AND KEEP THIS PART**

The Contractor shall be responsible for all costs and charges relating to the manufacture, installation, maintenance and subsequent removal of the project works sign from the site.

The Contractor must remove the project sign from the site to an authorised disposal location offsite no earlier than 2 weeks and no later than 4 weeks from the date for practical completion unless otherwise directed by the Superintendent.

### **4.12.12 Storage of Hazardous Materials**

Locations for the storage of fuel, oil and other contaminant materials including plant maintenance areas must be specially designed to confine any spillages within the site in accordance with the legislative requirements. These areas must ensure that any spillages are confined. Adequate quantities of suitable material to counteract spillages are to be kept on hand by the Contractor. The Contractor shall ensure that hazardous substances are kept secure in accordance with legislative requirements and against access by unauthorised persons.

### **4.12.13 Security of Premises**

The Contractor shall carry out the Works in such a manner that maximum security of the premises is maintained at all times, including lighting and boundary security.

The Contractor shall be responsible at all times for the safety of their employees and the public and ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

Notwithstanding this requirement, the Superintendent may issue directions to ensure the safety of the public. The Superintendent may take whatever steps are necessary to ensure the safety of the public and deduct the cost of such work from monies due or becoming due to the Contractor under the Contract.

### **4.12.14 Services Installation**

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

### **4.12.15 Services Disruption and Temporary Services**

The Contractor shall have allowed in its Tender for all necessary temporary services and pay any connection charges, to execute the Works including but not limited to:

- (a) Power;
- (b) Water;
- (c) Waste management services; and,
- (d) Communications and internet services.

All temporary services provided by the Contractor shall be removed on completion of the Works and the ground reinstated to the Superintendent's satisfaction.

#### **4.12.16 Mobilisation**

Mobilisation shall be deemed complete when all major construction plant and equipment has been assembled on site and is operating or operable to the approval of the Superintendent.

#### **4.12.17 Supervision of Construction**

It shall be the duty of the Contractor to ensure suitably qualified supervisory staff is present on site at all times.

The Contractor shall make allowances for the attendance and supervision of the Superintendent or Superintendent's Representative as required during the construction of the Works.

#### **4.12.18 Protection of Existing Utilities and Fixtures**

The Contractor shall be responsible for locating and protecting all existing service lines, pipes, cables and fixtures prior to commencing work in that area, whether or not such information is shown on any drawings. Any existing services discovered shall be notified to the Superintendent as soon as practical.

All damage to services caused by the Contractor shall be the responsibility of the Contractor, who shall make good or arrange for the responsible Authority to make good, as appropriate, any damage so caused. The cost of all such repairs shall be met wholly by the Contractor. In the event of damage to services the Superintendent and the service authority concerned shall be immediately informed.

#### **4.12.19 Rehabilitation and Decommissioning**

On completion of the Works, the Contractor shall carry out rehabilitation of the site in accordance with this Specification, drawings and legislative requirements. In particular, the Contractor shall;

- (a) Leave the site in a clean and tidy condition;
- (b) Remove any surplus or waste materials;
- (c) Remove all temporary buildings and equipment, cap or fill all pipes and boreholes, backfill trenches;
- (d) Undertake such maintenance and repairs, as required, to the Principal and Contractor installed fences, gates and signage to ensure that they are in good condition as directed by the Superintendent; and
- (e) Remove all temporary and construction fencing installed by the Principal and the Contractor prior to demobilisation from site.
- (f) Repair damage done by the Contractor or its employees or sub-contractors to buildings, fences, services, pavements etc. to the approval of the Superintendent.

#### **4.12.20 Demobilisation**

Demobilisation shall be deemed complete when at the completion of the Works, the Contractor has cleared the site of all construction plant, equipment, temporary services, site facilities, temporary works, construction fencing, construction signage and discarded materials, and the site has been left in a clean and tidy condition to the approval of the Superintendent.

#### **4.12.21 Protection of Site and Adjacent Property**

<b>Part 4 READ AND KEEP THIS PART</b>
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The Contractor shall avoid interference with or damage to property on or adjacent to the site and shall provide temporary protection and shall repair and reinstate all damage caused thereto by him either directly or indirectly.

The Contractor shall be responsible for the restoration to 'as found' condition of any road paving, asphalt, kerbing, footways, walls, fences, structures, etc., damaged during the period of the contract.

Prevent nuisance to the owners, tenants or occupiers of properties adjacent to the site, and to the public generally.

#### **4.12.22 Damage to Property not on the Site of the Works**

The Practical Completion Certificate shall not relieve the Contractor from liability for damage caused to property not on the site of the works and which is due to the negligence of the Contractor in carrying out the works.

## 5. Tenderer's Offer

### 5.1 Form of Tender

**TO:** The Chief Executive Officer  
Shire of Waroona  
PO Box 20  
WAROONA WA 6215

**TO:** The Chief Executive Officer  
Shire of Waroona  
PO Box 20  
WAROONA WA 6215

**FROM:** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

**ABN/GST Status:** \_\_\_\_\_

**ACN:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**In response to Request for Tender (RFT) T2022011 Waroona Community Precinct – Landscape and Civil Works**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions contained in this Request signed and completed.

The tendered price is valid up to one hundred and twenty (120) calendar days from the date of the RFT closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**Signature of authorised signatory of Tenderer**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of authorised signatory (BLOCK LETTERS)**

\_\_\_\_\_  
**Name of Witness (BLOCK LETTERS)**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

**Part 5 COMPLETE AND RETURN THIS PART**

**5.2 General and Corporate Information**

The Tenderer shall complete and submit all sections of Part 5. Where an item is Not Applicable it should be marked "N/A" and an explanation provided, where appropriate, of why it is not applicable.

**5.2.1 Organisational Profile and Referees**

Attach the profile of the person, entity or corporation that is making the Tender and label it " <b>Attachment 1 – Organisation Profile</b> ". The profile <u>MUST BE OF</u> 'the Tenderer'. The Tenderer must be a legal entity capable of entering into a contractual arrangement in the Tenderer's name.	<b>Attachment 1</b> Tick if attached <input type="checkbox"/>
If the Tenderer is comprised of companies, attach their current ASIC company extracts search including latest annual return and label it " <b>Attachment 2 – ASIC documentation</b> ".	<b>Attachment 2</b> Tick if attached <input type="checkbox"/>
Attach details of your referees and label it " <b>Attachment 3 – Referees</b> ". You should give examples of work provided for referees listed.	<b>Attachment 3</b> Tick if attached <input type="checkbox"/>

**5.2.2 Agents**

Are you acting as an agent for another party?	Yes / No
If Yes, attach details (including name, address, telephone, background information) of your principal and label it " <b>Attachment 4 – Acting as Agent</b> ".	<b>Attachment 4</b> Tick if attached <input type="checkbox"/>

**5.2.3 Trusts**

Are you acting as a trustee of a trust?	Yes / No
If Yes, in an attachment labelled " <b>Attachment 5 – Acting as Trustee</b> ": (a) give the name of the trust; and (b) provide the names and addresses of beneficiaries.	<b>Attachment 5</b> Tick if attached <input type="checkbox"/>

**5.2.4 Sub-Contractors**

Do you intend to subcontract any of the Requirements?	Yes / No
If Yes, attach details of the Sub-contractor(s) including the name, address, location of premise and the number of people employed with details of works provided and label it " <b>Attachment 6 – Sub-contractors</b> ".	<b>Attachment 6</b> Tick if attached <input type="checkbox"/>

**5.2.5 Conflicts of Interest**

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract and are any such conflicts of interest likely to arise during the Contract?	Yes / No
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it " <b>Attachment 7 – Conflict(s) of Interest</b> ".	<b>Attachment 7</b> Tick if attached <input type="checkbox"/>



**Part 5 COMPLETE AND RETURN THIS PART**

**5.2.6 Work Health and Safety**

<p>The Contractor will:</p> <ul style="list-style-type: none"> <li>- Provide all Occupation Work Health and Safety documentation</li> <li>- Complete pre-qualification WH&amp;S induction if successful</li> <li>- Complete site induction with principal representative if successful</li> </ul> <p>A full statement of the goods and/or services required appears in the Specification.</p>	<p>Yes / No</p>
<p>If Yes, please supply in an attachment details of any and label it “<b>Attachment 8 – Work Health and Safety</b>”.</p>	<p><b>Attachment 8</b> Tick if attached <input type="checkbox"/></p>

**5.2.7 Financial Position**

<p>Are you presently able to pay all your debts in full as and when they fall due?</p>	<p>Yes / No</p>
<p>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?</p>	<p>Yes / No</p>
<p>If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?</p>	<p>Yes / No</p>
<p>Attach a financial profile for you and your Sub-contractors (if any), that demonstrates your (and their) financial capacity, together with a list of financial referees. This may include Annual Financial Statements (Profit &amp; Loss, Balance Sheet), Bank Guarantee and/or Accountant’s Statement(s). Attach and label it “<b>Attachment 9 – Financial Profile and Referees</b>”.</p>	<p><b>Attachment 9</b> Tick if attached <input type="checkbox"/></p>

**5.2.8 Quality Assurance System**

<p>Does your organisation have any quality assurance or quality assurance systems? Or substantially working towards?</p>	<p>Yes / No</p>
<p>If you propose to subcontract, does your Sub-contractor have a “third party” quality management system in place?</p>	<p>Yes / No</p>
<p>Supply evidence or details of your quality assurance position and where relevant your supplier’s or Sub-contractor’s position, in an attachment labelled “<b>Attachment 10 – Quality Assurance</b>”.</p>	<p><b>Attachment 10</b> Tick if attached <input type="checkbox"/></p>

**5.2.9 Insurance Coverage**

<p>The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below in “<b>Attachment 11 - Insurance Coverage</b>”. A copy of the Certificate of Currency is to be provided to the Principal before acceptance of Offer.</p>	<p><b>Attachment 11</b> Tick if attached <input type="checkbox"/></p>
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Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date

**Part 5 COMPLETE AND RETURN THIS PART**

The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 2 days upon request.

Failure to provide details of insurance coverage in accordance with the specified insurance levels stated in this Request document may eliminate the Tender from consideration at the Principals’ discretion.

The required insurances must remain current for the duration of the Contract.

**5.3 Selection Criteria**

**5.3.1 Compliance Criteria**

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFQ including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
Compliance with the Specification contained in the Request.	Yes / No
Compliance with attendance at any mandatory briefing or site inspection.	Yes / No
Compliance with the Quality Assurance requirement for this Request.	Yes / No
Compliance with the Delivery Date.	Yes / No

**5.3.2 Qualitative Criteria**

Before responding to the following Qualitative Criteria, Tenderers must note the following:

- (a) All information relevant to your answers to each criterion are to be contained within your Tender;
- (b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- (c) Tenderers are to provide full details for any claims, statements or examples used to address the Qualitative Criteria; and
- (d) Tenderers are to address each issue outlined within a Qualitative Criterion.

<p><b>A) Relevant Experience</b> Describe your experience in supplying similar Requirements. Tenderers must, as a minimum, address the following information in an attachment and label it “Attachment 13 - Relevant Experience”:</p> <ul style="list-style-type: none"> <li>(a) Provide details of similar work;</li> <li>(b) Provide scope of the Tenderer’s involvement including details of outcomes.</li> <li>(c) Demonstrate sound judgement and discretion;</li> <li>(d) Provide details of issues that arose during the project and how these were managed;</li> <li>(e) Demonstrate competency and proven track record of achieving outcomes; and</li> <li>(f) Project reference sheet.</li> </ul>	<p><b>Weighting</b> <b>15%</b></p>
	<p><b>Attachment 13</b> Tick if attached <input type="checkbox"/></p>

**Part 5 COMPLETE AND RETURN THIS PART**

<p><b>B) Key Personnel Skills and Experience</b> Tenderers should provide as a minimum information of proposed personnel to be allocated to this project, such as:</p> <ul style="list-style-type: none"> <li>(a) Their role in the performance of the Contract;</li> <li>(b) Curriculum vitae;</li> <li>(c) Membership to any professional or business associations;</li> <li>(d) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement; and</li> <li>(e) Any additional information.</li> </ul> <p>Supply details in an attachment and label it “<b>Attachment 14 - Key Personnel</b>”.</p>	<p style="text-align: center;"><b>Weighting</b> <b>15%</b></p> <hr/> <p style="text-align: center;"><b>Attachment 14</b> Tick if attached <input type="checkbox"/></p>
<p><b>C) Tenderer’s Resources</b> Tenderers should demonstrate their ability to supply and sustain the necessary:</p> <ul style="list-style-type: none"> <li>(a) Plant, equipment and materials;</li> <li>(b) Any contingency measures or back up of resources including personnel (where applicable);</li> <li>(c) OSH Survey;</li> <li>(d) Safety Record; and</li> <li>(e) Resources Schedule.</li> </ul> <p>Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it “<b>Attachment 15 - Tenderer’s Resources</b>”.</p>	<p style="text-align: center;"><b>Weighting</b> <b>10%</b></p> <hr/> <p style="text-align: center;"><b>Attachment 15</b> Tick if attached <input type="checkbox"/></p>
<p><b>D) Demonstrated Understanding</b> Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <ul style="list-style-type: none"> <li>(a) A project schedule/timeline (where applicable);</li> <li>(b) The process for the delivery of the works; and</li> <li>(c) A demonstrated understanding of the scope of work.</li> </ul> <p>Supply details and provide an outline of your proposed methodology in an attachment labelled “<b>Attachment 16 - Demonstrated Understanding</b>”.</p>	<p style="text-align: center;"><b>Weighting</b> <b>10%</b></p> <hr/> <p style="text-align: center;"><b>Attachment 16</b> Tick if attached <input type="checkbox"/></p>
<p><b>E) Cost</b> Tenderers are to complete the Price Schedule Refer: 5.4 Price Information</p>	<p style="text-align: center;"><b>Weighting</b> <b>50%</b></p>

**5.4 Price Information**

Tenderers must complete the following “Price Schedules” for all ‘Separable Portions’.

Before completing the Price Schedule, Respondents should ensure they have read this entire Request.

**5.4.1 Price Schedules**

The Tenderer shall price all tasks in the Price Schedule. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

**Part 5 COMPLETE AND RETURN THIS PART****SEPARABLE PORTIONS SUMMARY**

<b>Price Schedule No</b>	<b>Separable Portion</b>	<b>Lump Sum Amount (ex GST)</b>	
A	Separable Portion 1 – Active Recreation Zone	\$	
B	Separable Portion 2 – Expanded Landscaping	\$	
C	Separable Portion 3 – Fouracre Street Civil Works	\$	
D	Separable Portion 4 – Events and Pop-up Area	\$	
<b>Total Lump Sum Price (ex GST)</b>			\$
<b>Total GST Component</b>			\$
<b>Total Lump Sum Price (inc GST)</b>			\$

Where the Principal determines that Separable Portion 2 and/or Separable Portion 3 and/or Separable Portion 4 are to be directed concurrently with Separable Portion 1 then the discounts listed at the Price Schedules will apply to the applicable lump sum amounts above.

**Part 5 COMPLETE AND RETURN THIS PART**

**PRICE SCHEDULE A: SEPARABLE PORTION 1 – ACTIVE RECREATION ZONE**

No	Task	Amount
<b><u>0.0</u></b>	<b><u>Preliminaries and General</u></b>	
0.1	Site establishment and mobilisation of all plant and equipment	
0.2	Demobilisation of all plant and equipment	
0.3	Management Plans and Compliance (e.g. OHS, Environmental, Traffic Management, Dilapidation Reports, Construction Program, Play Audit, Arborist)	
0.4	All costs associated with works inspections, testing and quality assurance	
0.5	Preparing & supplying As-constructed Drawings	
0.6	Contractors supervision, management and other items necessary for undertaking the works	
0.7	Include here for any services, facilities, temporary Works and for complying with any obligations all in accordance with the Contract documents and NOT included elsewhere above (e.g. security, fees, permits, insurances).	
0.8	Other – Tenderer to Complete (Add additional rows as required)	
0.9		
<b><u>1.0</u></b>	<b><u>Soilworks and Earthworks Preliminaries</u></b>	
1.1	Fine grading & Site Clearance	
1.2	Bulk and Minor Earthworks Including Importation of Topsoil (Not Including Pump Track)	
1.3	Dust Suppression	
1.4	Supply and Install Tree Protection Fencing	
1.5	Other – Tenderer to Complete (Add additional rows as required)	
1.6		
1.7		
<b><u>2.0</u></b>	<b><u>Planting</u></b>	
2.1	Supply and Install 100L Trees (inclusive of staking)	
2.2	Supply and Install Grass Tree Transplants	
2.3	Supply and Install Macrozamia Transplants	
2.4	Supply and Install Kingia Transplants	
2.5	Supply and Install Shrubs (130mm Pots) @ 500 Centres	
2.6	Supply and Install Tube Stock @ 500 Centres	
2.7	Supply and Install Soil Conditioner and Wetting Agent to Shrub/Tubestock Areas.	
2.8	Supply and Install Root Control Barrier (Trees next to Roads and Paths)	
2.9	Other – Tenderer to Complete (Add additional rows as required)	
2.10		
2.11		
<b><u>3.0</u></b>	<b><u>Mulch</u></b>	

**Part 5 COMPLETE AND RETURN THIS PART**

3.1	Supply and Install 75mm deep imported mulch to planted and mulch only areas	
3.2	Other – Tenderer to Complete (Add additional rows as required)	
3.3		
<b>4.0</b>	<b><u>Paving, Paths and Surfacing</u></b>	
4.1	Supply and Install Grey Concrete Path	
4.2	Supply and Install Exposed Aggregate Paving (Central Paths, Picnic, Pump, Seat Nodes)	
4.3	Supply and Install Coloured Concrete	
4.4	Supply and Install Stabilised Crushed Laterite (Events Area & Garden Area)	
4.5	Supply and Install Extruded Concrete Edge	
4.6	Supply and Install Sand Softfall	
4.7	Supply and Install Rubber Softfall	
4.8	Supply and Install Asphalt Linear Pump Track Including Concrete Edge Beam Each Side	
4.9	Supply and Install Faux Drainage Channel	
4.10	Supply and Install Feature Metal Insert Into Path	
4.11	Other – Tenderer to Complete (Add additional rows as required)	
4.12		
4.13		
<b>5.0</b>	<b><u>Walls and Rockwork</u></b>	
5.1	Supply and Install Coloured Reconstituted Limestone Retaining Wall (0m - 0.5m high)	
5.2	Supply and Install Coloured Reconstituted Limestone Retaining Wall (1.5m high)	
5.3	Supply and Install Anti-Graffiti Coating to all walls	
5.4	Supply and Install Feature Rock Outcrops Along Drainage Swale	
5.5	Supply and Install Concrete Culvert, Thickened Path and Grates	
5.6	Supply and Install CHS Edge to Walls	
5.7	Supply and Install Flat Top Rock Pitching to Linear Pump Track Bumps	
5.8	Supply and Install Insitu Concrete Wall (0m - 0.5m high)	
5.9	Supply and Install Insitu Concrete Wall (0m - 0.75m high)	
5.10	Other – Tenderer to Complete (Add additional rows as required)	
5.11		
5.12		
<b>6.0</b>	<b><u>Furniture</u></b>	
6.1	Supply and Install Bench Seat - SFA Park DDA (including 10% contractor P&A)	
6.2	Supply and Install Picnic Setting - SFA Park DDA (including 10% contractor P&A)	
6.3	Supply and Install Drinking Fountain - Urban FF Urban Apollo900 with Dog Bowl and Side Tap (including water meter and connection)	

**Part 5 COMPLETE AND RETURN THIS PART**

6.4	Supply and Install Bike Rack Hoop	
6.5	Supply and Install BBQ including electrical connection	
6.6	Supply and Install Precinct Entry Sign / Map including Vinyl Wrap (Single Sided) and Graphics	
6.7	Supply and Install Feature Bollards	
6.8	Supply and Install Decorative Feature Poles	
6.19	Supply and Install Decorative Barrier Panel	
6.10	Supply and Install Speed Mitigation Hoops	
6.11	Other – Tenderer to Complete (Add additional rows as required)	
6.12		
6.13		
<b><u>7.0</u></b>	<b><u>Junior Playground</u></b>	
7.1	Supply and Install Van Ryt Swing Set VRI_206-TAS (including 10% contractor P&A)	
7.2	Supply and Install Van Ryt Log Scramble VRI_007-LSC (including 10% contractor P&A)	
7.3	Supply and Install CRS Creative OBL-06 Klix Obelisk Play Structure with Windmill (including 10% contractor P&A)	
7.4	Supply and Install Playground Centre - Wobbly Wood Leda Carousel (including 10% contractor P&A)	
7.5	Supply and Install Reclaimed Laundry Copper and all Plumbing including mains water connection	
7.6	Supply and Install Van Ryt Bridge VRI_033-FLW (including 10% contractor P&A)	
7.7	Supply and Install Water Channel Including all Water Channel Rock Work	
7.8	Other – Tenderer to Complete (Add additional rows as required)	
7.9		
7.10		
<b><u>8.0</u></b>	<b><u>Toddler Playground</u></b>	
8.1	Supply and Install Van Ryt Teepee VRI_012-TPD (including 10% contractor P&A)	
8.2	Supply and Install Van Ryt Ute VRI_505-UTE (including 10% contractor P&A)	
8.3	Supply and Install Fence and Gate	
8.4	Other – Tenderer to Complete (Add additional rows as required)	
8.5		
8.6		
<b><u>9.0</u></b>	<b><u>Pump Track</u></b>	
9.1	Supply and install corten steel and concrete feature rollers	
9.2	Supply and installation concrete feature sections to pump track, earthworks, drainage, subgrade and concrete	
9.3	Supply and installation concrete paving to primary platform	
9.4	Supply and install pump track sections including, earthworks, drainage, subgrade and asphalt	
9.5	Supply and install steel frame, perforated sheeting cover wallride feature	

**Part 5 COMPLETE AND RETURN THIS PART**

9.6	Supply and install laterite stone retaining and feature rocks	
9.7	Supply and Install Asphalt Linear Pump Track Including Concrete Kerb Each Side (1.5m Wide)	
9.8	Supply and Install Concrete Kerb Each Side of pump track sections	
9.9	Other – Tenderer to Complete (Add additional rows as required)	
9.10		
9.11		
<b>10.0</b>	<b>Skate Park</b>	
10.1	Supply and install walls and footings including earthworks	
10.2	Supply and install coloured concrete pavements	
10.3	Supply and Install Skate Park Steps, Tactile Pavers, Handrail, Grind Rails	
10.4	Supply and install drainage	
10.5	Other – Tenderer to Complete (Add additional rows as required)	
10.6		
10.7		
<b>11.0</b>	<b>Irrigation System</b>	
11.1	Supply irrigation to trees and shrubs (inc Mainline, Laterals, Connection)	
11.2	Supply and Install SoW spec irrigation cabinet and controller	
11.3	Other – Tenderer to Complete (Add additional rows as required)	
11.4		
11.5		
<b>12.0</b>	<b>Drainage &amp; Car Parking</b>	
12.1	Supply and Install Drainage to Events Area and Skate Area and connection to Fouracre Street system	
12.2	Other – Tenderer to Complete (Add additional rows as required)	
12.3		
12.4		
<b>13.0</b>	<b>Other</b>	
13.1	Maintenance during 13 Week Plant Consolidation Period	
13.2	Other – Tenderer to Complete (Add additional rows as required)	
<b>14.0</b>	<b>Provisional Sums</b>	<b>625,000.00</b>
14.1	Toilet block – Supply, install and connect all services to points of supply	220,000.00
14.2	Shade sail at toddler playground – Supply and install	20,000.00
14.3	Shade sail at junior playground – Supply and install	25,000.00
14.4	Shade structures at landscape areas	100,000.00
14.5	Art works	20,000.00
14.6	Feature lighting forward works - pits and pipes	10,000.00



**Part 5 COMPLETE AND RETURN THIS PART**

14.7	Boundary fence replacements – various locations and types	10,000.00
14.8	Import clean fresh fill and spread to levels	20,000.00
14.9	Other site works directed by the Principal	200,000.00
	<b>Total Lump Sum Price (ex GST)</b>	
	<b>Total GST Component</b>	
	<b>Total Lump Sum Price (inc GST)</b>	

**Part 5 COMPLETE AND RETURN THIS PART**

**PRICE SCHEDULE B: SEPARABLE PORTION 2 – EXPANDED LANDSCAPING**

No	Task	Amount
<b><u>0.0</u></b>	<b><u>Preliminaries and General</u></b>	
0.1	Site establishment and mobilisation of all plant and equipment	
0.2	Demobilisation of all plant and equipment	
0.3	Management Plans and Compliance (e.g. OHS, Environmental, Traffic Management, Dilapidation Reports, Construction Program, Play Audit, Arborist)	
0.4	All costs associated with works inspections, testing and quality assurance	
0.5	Preparing & supplying As-constructed Drawings	
0.6	Contractors supervision, management and other items necessary for undertaking the works	
0.7	Include here for any services, facilities, temporary Works and for complying with any obligations all in accordance with the Contract documents and NOT included elsewhere above (e.g. security, fees, permits, insurances).	
0.8	Other – Tenderer to Complete (Add additional rows as required)	
0.9		
<b><u>1.0</u></b>	<b><u>Soilworks and Earthworks Preliminaries</u></b>	
1.1	Fine grading & Site Clearance	
1.2	Bulk and Minor Earthworks Including Importation of Topsoil (Not Including Pump Track)	
1.3	Dust Suppression	
1.4	Supply and Install Tree Protection Fencing	
1.5	Tree Works to AS Standards	
1.6	Other – Tenderer to Complete (Add additional rows as required)	
1.7		
1.8		
<b><u>2.0</u></b>	<b><u>Planting</u></b>	
2.1	Supply and Install 100L Trees (inclusive of staking)	
2.2	Supply and Install Grass Tree Transplants	
2.3	Supply and Install Kingia Transplants	
2.4	Supply and Install Shrubs (130mm Pots) @ 500 Centres	
2.5	Supply and Install Soil Conditioner and Wetting Agent to Shrub/Tubestock Areas.	
2.6	Supply and Install Root Control Barrier (Trees next to Roads and Paths)	
2.7	Supply and Install Roll on Turf (Kickabout Area)	
2.8	Other – Tenderer to Complete (Add additional rows as required)	
2.9		
2.10		
<b><u>3.0</u></b>	<b><u>Mulch</u></b>	

**Part 5 COMPLETE AND RETURN THIS PART**

3.1	Supply and Install 75mm deep imported mulch to planted and mulch only areas	
3.2	Other – Tenderer to Complete (Add additional rows as required)	
3.3		
<b>4.0</b>	<b><u>Paving, Paths and Surfacing</u></b>	
4.1	Supply and Install Grey Concrete Path	
4.2	Supply and Install Reinforced Grey Concrete Footpath	
4.3	Supply and Install Exposed Aggregate Paving (Central Paths, Picnic, Pump, Seat Nodes)	
4.4	Supply and Install Stabilised Crushed Laterite	
4.5	Other – Tenderer to Complete (Add additional rows as required)	
4.6		
4.7		
<b>5.0</b>	<b><u>Furniture</u></b>	
5.1	Supply and Install Bench Seat - SFA Park DDA	
5.2	Supply and Install Demountable Bollards	
5.3	Other – Tenderer to Complete (Add additional rows as required)	
5.4		
5.5		
<b>6.0</b>	<b><u>Irrigation System</u></b>	
6.1	Supply irrigation to trees and shrubs (inc Mainline, Laterals, Connection)	
6.2	Supply irrigation to Turf (inc Mainline, Laterals, Connection)	
6.3	Other – Tenderer to Complete (Add additional rows as required)	
6.4		
6.5		
<b>7.0</b>	<b><u>Other</u></b>	
7.1	Maintenance during 13 Week Plant Consolidation Period	
7.2	Other – Tenderer to Complete (Add additional rows as required)	
7.3		
7.4		
<b>8.0</b>	<b><u>Provisional Sums</u></b>	<b>70,000.00</b>
8.1	Import clean fresh fill and spread to levels	10,000.00
8.2	Other site works directed by the Principal	60,000.00
	<b>Total Lump Sum Price (ex GST)</b>	
	<b>Total GST Component</b>	
	<b>Total Lump Sum Price (inc GST)</b>	

<b>9</b>	<b>Separable Portions – Concurrent Award</b>	
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**Part 5 COMPLETE AND RETURN THIS PART**

9.1	Cost saving for awarding Separable Portion 2 at the same time as Separable Portion 1 with the same commencement and practical completion dates	
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**Part 5 COMPLETE AND RETURN THIS PART**

**PRICE SCHEDULE C: SEPARABLE PORTION 3 – FOURACRE STREET CIVIL WORKS**

No	Task	Amount
<b>0.0</b>	<b><u>Preliminaries and General</u></b>	
0.1	Site establishment and mobilisation of all plant and equipment	
0.2	Demobilisation of all plant and equipment	
0.3	Management Plans and Compliance (e.g. OHS, Environmental, Traffic Management, Dilapidation Reports, Construction Program)	
0.4	All costs associated with works inspections, testing and quality assurance	
0.5	Preparing & supplying As-constructed Drawings	
0.6	Contractors supervision, management and other items necessary for undertaking the works	
0.7	Include here for any services, facilities, temporary Works and for complying with any obligations all in accordance with the Contract documents and NOT included elsewhere above (e.g. security, fees, permits, insurances).	
0.8	Dust suppression	
0.9	Other – Tenderer to Complete (Add additional rows as required)	
0.10		
0.11		
<b>1.0</b>	<b><u>Car Park - Road Construction</u></b>	
1.1	Earthworks including cutting and forming drainage swale (cut to fill)	
1.2	Prepare formation, supply, place and compact basecourse gravel, trim to finished levels and waterbind for seal	
1.3	Install concrete kerbs, paths and pram ramps and backfill with clean sand fill	
1.4	Supply and place primer seal and asphalt	
1.5	Supply and install linemarking, signage and bollards	
1.6	Cleanup and backfill with clean sand fill	
1.7	Other – Tenderer to Complete (Add additional rows as required)	
1.8		
1.9		
<b>2.0</b>	<b><u>Fouracre Street - Road Construction</u></b>	
2.1	Earthworks including cutting and forming drainage basin and bunds (cut to fill)	
2.2	Supply and install drainage system including pipes, pits, lids, headwalls and stein pitching	
2.3	Demolish road pavements and sundries and dispose off site	
2.4	Prepare formations, supply, place and compact basecourse gravel, trim to finished levels and waterbind for seal	
2.5	Install concrete kerbs and platform ramps	
2.6	Supply and place primer seal and asphalt	
2.7	Supply and install linemarking and signage	

**Part 5 COMPLETE AND RETURN THIS PART**

2.8	Cleanup and backfill with clean sand fill	
2.9	Other – Tenderer to Complete (Add additional rows as required)	
2.10		
2.11		
<b>3.0</b>	<b><u>RV Car Park – Road Construction</u></b>	
3.1	Earthworks including stripping topsoil, respreading and shaping sub grade	
3.2	Prepare formation, supply, place and compact basecourse gravel, trim to finished levels and waterbind for seal	
3.3	Install concrete kerbs and backfill with clean sand fill (crossovers)	
3.4	Supply and place primer seal and asphalt (crossovers)	
3.5	Cleanup and backfill with clean sand fill	
3.6	Other – Tenderer to Complete (Add additional rows as required)	
3.7		
3.8		
<b>4.0</b>	<b>Provisional Sums</b>	<b>100,000.00</b>
4.1	Import clean fresh fill and spread to levels	10,000.00
4.2	Supply, installation and connection of waste disposal point at RV parking area	10,000.00
4.3	Supply and installation of pine bollards – various locations	10,000.00
4.4	Other site works directed by the Principal	70,000.00
	<b>Total Lump Sum Price (ex GST)</b>	
	<b>Total GST Component</b>	
	<b>Total Lump Sum Price (inc GST)</b>	

<b>5</b>	<b>Separable Portions – Concurrent Award</b>	
5.1	Cost saving for awarding Separable Portion 3 at the same time as Separable Portions 1 and 2 with the same commencement and practical completion dates	

**Part 5 COMPLETE AND RETURN THIS PART**

**PRICE SCHEDULE D: SEPARABLE PORTION 4 – EVENTS AND POP-UP AREA**

No	Task	Amount
<b><u>0.0</u></b>	<b><u>Preliminaries and General</u></b>	
0.1	Site establishment and mobilisation of all plant and equipment	
0.2	Demobilisation of all plant and equipment	
0.3	Management Plans and Compliance (e.g. OHS, Environmental, Traffic Management, Dilapidation Reports, Construction Program, Play Audit, Arborist)	
0.4	All costs associated with works inspections, testing and quality assurance	
0.5	Preparing & supplying As-constructed Drawings	
0.6	Contractors supervision, management and other items necessary for undertaking the works	
0.7	Include here for any services, facilities, temporary Works and for complying with any obligations all in accordance with the Contract documents and NOT included elsewhere above (e.g. security, fees, permits, insurances).	
0.8	Other – Tenderer to Complete (Add additional rows as required)	
0.9		
<b><u>1.0</u></b>	<b><u>Soilworks and Earthworks Preliminaries</u></b>	
1.1	Fine grading & Site Clearance	
1.2	Bulk and Minor Earthworks Including Importation of Topsoil (Not Including Pump Track)	
1.3	Dust Suppression	
1.4	Supply and Install Tree Protection Fencing	
1.5	Tree Works to AS Standards	
1.6	Other – Tenderer to Complete (Add additional rows as required)	
1.7		
1.8		
<b><u>2.0</u></b>	<b><u>Planting</u></b>	
2.1	Supply and Install 100L Trees (inclusive of staking)	
2.2	Supply and Install Grass Tree Transplants	
2.3	Supply and Install Kingia Transplants	
2.4	Supply and Install Shrubs (130mm Pots) @ 500 Centres	
2.5	Supply and Install Soil Conditioner and Wetting Agent to Shrub/Tubestock Areas.	
2.6	Supply and Install Root Control Barrier (Trees next to Roads and Paths)	
2.7	Other – Tenderer to Complete (Add additional rows as required)	
2.8		
2.9		
<b><u>3.0</u></b>	<b><u>Mulch</u></b>	
3.1	Supply and Install 75mm deep imported mulch to planted and mulch only areas	

**Part 5 COMPLETE AND RETURN THIS PART**

3.2	Other – Tenderer to Complete (Add additional rows as required)	
3.3		
<b>4.0</b>	<b><u>Paving, Paths and Surfacing</u></b>	
4.1	Supply and Install Grey Concrete Path	
4.2	Supply and Install Reinforced Grey Concrete Footpath	
4.3	Supply and Install Exposed Aggregate Paving (Central Paths, Picnic, Pump, Seat Nodes)	
4.4	Supply and Install Stabilised Crushed Laterite	
4.5	Other – Tenderer to Complete (Add additional rows as required)	
4.6		
4.7		
<b>5.0</b>	<b><u>Furniture</u></b>	
5.1	Supply and Install Bench Seat - SFA Park DDA	
5.2	Supply and Install Demountable Bollards	
5.3	Other – Tenderer to Complete (Add additional rows as required)	
5.4		
5.5		
<b>6.0</b>	<b><u>Irrigation System</u></b>	
6.1	Supply irrigation to trees and shrubs (inc Mainline, Laterals, Connection)	
6.2	Other – Tenderer to Complete (Add additional rows as required)	
6.3		
6.4		
<b>7.0</b>	<b><u>Drainage &amp; Car Parking</u></b>	
7.1	Supply and Install Drainage to Events Area	
7.2	Supply and Install Irrigation House Car Park and drainage	
7.3	Supply and Install Turning Head South of Irrigation House and drainage	
7.4	Other – Tenderer to Complete (Add additional rows as required)	
7.5		
7.6		
<b>8.0</b>	<b><u>Other</u></b>	
8.1	Maintenance during 13 Week Plant Consolidation Period	
8.2	Other – Tenderer to Complete (Add additional rows as required)	
8.3		
8.4		
<b>9.0</b>	<b><u>Provisional Sums</u></b>	<b>90,000.00</b>
9.1	Import clean fresh fill and spread to levels	5,000.00
9.2	Other site works directed by the Principal	60,000.00
9.3	Forward works for Big Shed refurbishment	20,000.00
9.4	Feature lighting forward works - pits and pipes	5,000.00



**Part 5 COMPLETE AND RETURN THIS PART**

	<b>Total Lump Sum Price (ex GST)</b>	
	<b>Total GST Component</b>	
	<b>Total Lump Sum Price (inc GST)</b>	

<b>10</b>	<b>Separable Portions – Concurrent Award</b>	
10.1	Cost saving for awarding Separable Portion 4 at the same time as Separable Portions 1 and 2 with the same commencement and practical completion dates.	

**Part 5 COMPLETE AND RETURN THIS PART**

**5.4.2 Discounts**

Are you prepared to allow discount for prompt settlement of accounts?	<b>Yes / No</b>	
If you are offering discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled “ <b>Discounts</b> ”.	<b>“Key Personnel”</b>	<b>Tick if attached</b> <input type="checkbox"/>

**5.4.3 Price Basis**

The Contractor will be paid the Total Lump Sum Fee for each Separable Portion awarded / directed.

Separable Portions – Price Variation Mechanism

Do you agree to the Price Variation Mechanism below?  Where any Separable Portion is approved by the Principal while the Contractor has not reached Practical Completion on any other Separable Portion, the cost saving for awarding the concurrent Separable Portion will apply.	Yes / No
If No, please indicate how your proposed Price Variation Mechanism differs from the one outlined above. Supply details and label it “ <b>Attachment 18 – Price Variation Mechanism</b> ”.	<b>Attachment 16</b> Tick if attached <input type="checkbox"/>

**5.4.4 Schedule of Rates for Labour and Day Works**

The Tenderer shall list below the hourly rates payable for various occupational groups which may be employed on the Site including all overheads, profit and applicable Goods and Services Tax (GST).

Item	Rate per Hour (ex GST)	GST Component	Rate per Hour (inc GST)
Supervisor			
Survey Crew			
Labour			
Plant Operator			

**5.4.5 Schedule or Rates for Plant Hire**

Tenderers shall list the hourly rates for the hire of all types of constructional equipment used on the site for clearing, earthworks, excavation, compaction, laying of pipes, construction of manholes, grading of surfaces and watering.

The rates shall include allowance for an experienced operator, fuel consumable stores, maintenance, overheads, GST and profit and are for the plant specified or equivalent, based on the Contractors standard working week.

**Part 5 COMPLETE AND RETURN THIS PART**

Item	Rate per Hour (ex GST)	GST Component	Rate per Hour (inc GST)

**5.4.6 Schedule of Sub-contractors**

Please note: Sub-contractors listed under this section must be appointed for the contract unless unforeseen circumstances require a written request for alternative sub-contractor. No substitute for sub-contractor should be presumed.

Item	Name of Sub-contractor	Description of Sub-contract Works
SC.1		Concrete Footpaths and Paving
SC.2		Electrical Works
SC.3		Plumbing Works
SC.4		Limestone Works
SC.5		Turf
SC.6		Concrete Walls
SC.7		Rubber Softfall
SC.8		Extruded Concrete Edging
SC.9		Irrigation
SC.10		Pump Track & Skate Area
SC.11		
SC.12		
SC.13		
SC.14		
SC.15		

## 6. Contractor’s Work Health and Safety Management System Questionnaire

This questionnaire forms part of the Principal’s Tender evaluation process and is to be completed by tenderers and submitted with their Tenders and labelled as “**Contractor’s Safety & Health Questionnaire**”. The objective of the questionnaire is to provide an overview of the status of Contractor’s safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

OSH Policy and Management	Yes	No
Is there a written company Health and Safety Policy? If Yes, provide a copy of the policy.	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have a WHS Management System? If Yes, provide details: _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Is the WHS Management System audited or reviewed on a regular basis? If Yes, provide details of last audit and outcomes. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Is there a company WHS Organisation Chart? If Yes, provide a copy	<input type="checkbox"/>	<input type="checkbox"/>
Are Line Managers held accountable for Health and Safety performances? If Yes, provide details _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Safe Workplace Practices and Procedures	Yes	No
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations? If Yes, provide a summary listing of procedures or instructions. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Are safe operating procedures or specific safety instructions issued to employees? If Yes, explain how this is done. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have any Permit to Work systems? If Yes, provide a copy of a standard Incident Report form.	<input type="checkbox"/>	<input type="checkbox"/>
Which company personnel are responsible for investigating incidents? _____ _____ _____		

**Part 6 COMPLETE AND RETURN THIS PART**

Do Incident Reports contain prevention recommendations?	<input type="checkbox"/>	<input type="checkbox"/>
Who is responsible for implementing remedial measures recommended? _____ _____ _____		
Are there procedures for storing and handling hazardous substances? If Yes, provide details. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Work Health and Safety</b>		
Describe how Safety and Health Training is conducted in your company? _____ _____ _____		
Provide a summary or example of Safety and Health Training courses provided for, or undertaken by employees during the past 12 months. _____ _____ _____		
Is a record maintained of all training and inductions programmes undertaken for employees in your company? If Yes, provide examples of Safety Training records. _____ _____ _____		
Provide details of any company safety induction programmes for company employees and or subcontractors. _____ _____ _____		
<b>Safety and Health Workplace Inspection</b>	<b>Yes</b>	<b>No</b>
Are regular Health and Safety Inspections at work Sites undertaken? If Yes, provide details. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Are standard workplace inspection checklists used to conduct Health and Safety Inspections? If Yes, provide details or examples. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Who normally completes workplace Safety and Health Inspections? _____		

**Part 6 COMPLETE AND RETURN THIS PART**

How are workplace Safety and Health Inspection reports dealt with?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is there a procedure by which employees can report hazards at workplaces?  
If Yes, provide details

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Safety and Health Consultation**

**Yes**

**No**

Is there a workplace Safety Committee?  
If Yes, provide details.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Are there guidelines on procedures governing the Safety Committee operation?



Are there employee elected Health and Safety Representatives?  
If Yes, provide details.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Safety and Health Performance Monitoring**

**Yes**

**No**

Is there a system for recording and analysing Safety Performance Statistics?  
If Yes, provide details.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Is Safety Performance on the agenda of management meetings?  
If Yes, provide details.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Is senior management involved in analysis of Safety Performance Statistics?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Has the company ever been convicted of a Work Health and Safety offence?  
If Yes, provide details.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 7. Tenderer's Safety Record

Complete the following details and submit with your Tender labelled as "Tenderer's Safety Record".

Project	Date of Accident / Notice	Accident or Infringement Notice	Reason	Time Lost

## 8. Project Reference Sheet

Complete the following details and submit with your Tender labelled as **“Project Reference Sheet”**.

Name of Project	Value (approx.)	Date Started	Date Completed	Client	Referee's Name	Telephone Number



## 9. Tenderer's Resource Schedule

### 9.1 Tenderer's Current Commitment Schedule

Project	Description	Value as Let	Date Started	Referees Name Telephone Number

### 9.2 Tenderer's Human Resources Schedule

Staff name	Title	Time in Role	Availability in Project

## **Appendix A – Landscape Works Specification**

Separately attached.

## **Appendix B – Irrigation Specification**

Separately attached.

## **Appendix C – Pump Track Specification**

Separately attached.

## **Appendix D – Civil Works Specification**

Separately attached.

## **Appendix E – Drawings**

Separately attached.

## **Appendix F – Lighting Strategy and Drawings**

Separately attached.