

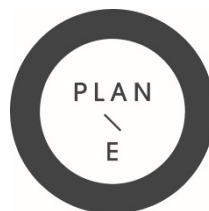
Invitation to Tender
for
Tender No. 2018-03

SHIRE OF DALWALLINU

**DALWALLINU RECREATION PRECINCT
CONSTRUCTION WORKS**

DECEMBER 2017

Project No. 1706401



Suite 4, 414 Rokeby Road
Subiaco WA 6008

NOTES FOR INFORMATION OF TENDERERS

CLOSE OF TENDER

Tenders Close: Tuesday, 9th January, 2018 at 2.30pm

At: tenders@plane.com.au

An electronic mail (email) tender will be considered bona fide only provided that an original, signed Form of Tender is received at Plan E before 5.00pm on the closing date stated, or is posted in an envelope bearing a postmark with a date not later than one day after the tender closing date stated except where the Principal is satisfied that an original, signed Form of Tender has been posted in accordance with this clause in an envelope not bearing a post office date stamp.

TENDER ENQUIRIES

Reference Tender Number 2018-03

Email: tenders@plane.com.au

All and any tender enquiries not received at tenders@plane.com.au and citing the tender reference number may not be considered.

BUILDERS REGISTRATION

Tenderer's shall be able to meet the requirements of the Builder's Registration Act to be eligible to tender.

Tenderer's shall provide their Builders Registration / Licence Number on the form of tender.



1.0 CONDITIONS OF TENDERING

1.1 TENDER DOCUMENTS

Documents for the purpose of tendering are:

1.1.1 Bound into this Volume

- (A) Form of Tender
- (B) Conditions of Tendering
- (C) Formal Instrument of Agreement
- (D) Copy of Annexure to General Conditions of Contract and Amendments to AS 2124

1.1.2 Separate Documents

- (A) Landscape, Civil and Electrical Technical Specifications
- (B) Landscape, Civil and Electrical Schedules
- (C) General Conditions of Contract AS. 2124 - 1992.
- (D) Drawings as listed in Specification
- (E) Addenda and any other special correspondence issued to Tenderers by the Principal.
- (F) Qualitative Criteria Schedule.

1.1.3 Reference Documents

- (A) National Code of Practice for the Construction Industry - May 2012;
- (B) Codes of Practice under section 57 of the *Occupational Safety and Health Act 1984* (OSH Act); and
- (C) Australian Standard Code of Tendering AS 4120 - 1994.

1.2 TENDER ENQUIRIES

Any enquiries regarding the provisions of the tender documents during the period prior to the close of tenders should be referenced with tender number 2018-03 to tenders@plane.com.au.

All and any tender enquiries not received at tenders@plane.com.au and citing the tender reference number may not be considered.

1.3 CODE OF PRACTICE

In consideration of being permitted to tender, the Tenderer promises as a fundamental condition that it will act in accordance with the National Code of Practice for the Construction Industry- May 2012 and Codes of Practice under section 57 of the Occupational Safety and Health Act 1984 (OSH Act) in this tender and in any contract arising out of this tender. The Tenderer also promises to comply with the Australian Standard Code of Tendering AS 4120 - 1994. The Principal may require the Tenderer to make the attestation prescribed in AS 4120 - 1994 section 7.5 which deals with malpractice.

1.4 LODGEMENT OF TENDERS

Tenders must be lodged before 2.30 PM on Tuesday, 9th January, 2018 at tenders@plane.com.au.



1.5 TENDERS TO INFORM THEMSELVES

Tenderers shall satisfy themselves during the tender period by personal examination of the site of the proposed works and by such other means as they may prefer as to the actual conditions and requirements of the works, and tender under the further express conditions that they shall not at any time assert that there has been a misunderstanding as to the nature of the site or the material in which the work is to be performed. These express conditions apply to and are part of every tender received.

Tenderers shall be deemed to have inspected the site and be familiar with the requirements of the Contract.

It is to be expressly understood that no extra payment shall be made for construction difficulties arising from excavation in rock, water bearing ground or any other conditions unless specifically included in the specification or its Bill of Quantities.

Ground water levels, if shown on plans are provided only as a general guide and are not intended to indicate the exact water levels at the time of tender or construction. The Contractor shall ascertain for himself during the tender period the water table in the construction area and shall allow for any variation up or down due to seasonal conditions or projected weather forecasts over the construction period.

1.6 REVIEW AND ACCEPTANCE OF TENDERS

The Principal is not obliged to accept the lowest or any tender and may reject without liability any or all tenders submitted.

The contract (if any) will be awarded to the tenderer, which in the opinion of the Principal offers the best value for money. Value for money will be determined solely by the Principal.

1.7 REQUIREMENTS UNDER THE BUILDERS REGISTRATION ACT

Tenderers shall evaluate the work required under the contract and ensure that they are able to meet the requirements of the Builder's Registration Act, if applicable.

1.8 FORMAL INSTRUMENT OF AGREEMENT

A Formal Instrument of Agreement shall be executed in accordance with clause 6.2 of the General Conditions.

1.9 GENERAL CONDITIONS OF CONTRACT

A copy of the General Conditions of Contract AS 2124 - 1992 may be purchased from the Standards Association of Australia, 1274 Hay Street, West Perth W.A.

Tenderers shall include in their tender for the costs of complying with the terms of these General Conditions of Contract and Amendments.

1.10 CONTROL OF TENDER DOCUMENTS

Documents issued for tender purposes are the property of Plan E and shall be returned to Plan E within fourteen days of the date of closing of tenders.

Tenderers shall keep the documents in a secure place and shall not divulge information contained within the documents except as is necessary for the compilation of a tender.

The tender documents shall not be used for any purpose other than the transmission of information concerning the tender.

1.11 PRESENTATION OF TENDER DOCUMENTS

The specification has been collated by electronic means and Tenderers should check to ensure that it includes all pages which are numbered consecutively and that all supplements referred to are also included.

Supplements which have been referred to in any section of the specification are separate documents and shall be read with the section to which they refer.



1.12 GOODS AND SERVICES TAX

Tenderers are deemed to be registered for GST and to have an Australian Business Number.

Where the Requirement 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 Offers/Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

1.12.1 Other Definitions and Impact of GST Registration

TENDER SUM

The Tender Sum is deemed to be GST inclusive.

The Tender Sum will be the value on which the tender is accepted.

VALUE OF WORK

The Value of Work, where referred to under the Contract, shall be deemed to be ten elevenths of the Tender Sum.

1.13 MONETARY VALUES

Monetary values that appear in the tender documents, such as Provisional Sums, Prime Cost Amounts, value of Principal supplied items, etc are net values. They do not include the Goods and Services Tax (GST).

1.14 SUBMISSION OF TENDER

Tenders must be submitted on the Form of Tender, duly completed, signed and dated.

Tenders are returnable on or before the date and time declared for closing of tenders. Any tender submitted after the appointed time will be marked as a late tender.

Tenders must be submitted in a sealed envelope which shall be clearly endorsed on the front with the name of the works.

Tenders may be delivered by hand to the Tender Box (by the Tenderer or the Tenderer's private agent) or sent through the mail as a postal article or via telecommunications media as an email.

The lowest or any tender may not necessarily be accepted.

1.14.1 Electronic Transmission of Tender

A tender may be submitted by electronic mail (email) and will be considered bona fide provided that:

- The email is received in full at tenders@plane.com.au on or before the date and time declared for closing of tenders and,
- The email is complete, signed, legible and includes all necessary information, schedules, etc. essential for establishing a bona fide Tender capable of meaningful comparison with other Tenders and,
- An original, signed Form of Tender is received at Plan E before 5.00pm on the closing date stated, or is posted in an envelope bearing a postmark with a date not later than one day after the tender closing date stated except where the Principal is satisfied that the original, signed Form of Tender has been posted in accordance with this clause in an envelope not bearing a post office date stamp.

Where there is any discrepancy between the contents of the email and the written confirmation, the contents of the email shall prevail unless it can be conclusively shown by the Tenderer that an error occurred in the transmission of the email.

All reasonable care is taken to ensure the confidentiality and security of tenders but it should be noted, in respect of those transmitted by email, that:



- Email transmission is not a reliable method of tender lodgement due to the possibility of equipment breakdown and delays due to heavy traffic.
- Confidentiality of tenders lodged by email cannot be assured to the same extent as tenders lodged through the post.

Only tenders received at the email address shown on the tender form before the closing time can be assured of being received at Plan E before the appointed time. Tenders received at this email address after this time, or received on any other email address and not received at Plan E before the appointed time, will be marked as a late tender.

1.15 OWNERSHIP OF TENDER RESPONSES

All documents, materials, articles and information submitted by a tenderer as part of, or in support of a Tender shall 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 shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided in the Contract.

1.16 RETURN OF TENDER DOCUMENTS

All documents, including unmarked copies of the bill of quantities (if any) are returnable to Plan E within fourteen days after the date of closing of tenders and shall be intact, unmarked and suitable for re-issue.

1.17 DOCUMENTS TO BE SUBMITTED WITH TENDER

Tenderers shall submit with their tenders, on or before the date and time declared for closing of tenders, completed copies of the following documents:

- Breakdown of Tender Sum,
- All completed schedules,
- Acknowledgement of Any and All Addenda Issued, and
- Tender Qualitative Criteria.

Any tender that is not accompanied by completed documents required under this clause may not be considered.

1.18 BREAKDOWN OF TENDER SUM

The Tenderer shall lodge at time of tender a detailed breakdown of the tender sum in a format the same as that shown on form "Breakdown of Tender Sum" included in the specification.

The breakdown of tender sum shall be used during the currency of the contract for the valuation of progress payments pursuant to sub-clause 42.1 and for the valuation of variations pursuant to sub-clause 40.5 of the General conditions.

1.19 TENDER CONSIDERATION PERIOD

Tenders shall remain binding on the Tenderer and in force for a period of 90 days from the date of closing of tenders.

If a tender is not entire and fully described, with all details and required documents completed in every respect as required by the conditions of tendering, the tender may not be considered and in any event the period for consideration of tenders shall commence only from the date on which the tender is corrected or completed to the satisfaction of the Superintendent.

1.20 REGISTRATION OR LICENSING OF CONTRACTORS

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the tender documents, the Tenderer shall state on the tender form in the space provided, its registration or license number.

The tender may not be considered if the Tenderer fails to provide such registration or license number.

1.21 ADDENDA TO TENDER DOCUMENTS

The Tenderer shall acknowledge with its tender the receipt of each addendum to the tender documents issued by the Principal and received by the Tenderer during the period prior to the close of tenders.

1.22 CUSTOMS DUTY

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

1.23 SITE ALLOWANCES

The resulting contract will not subject to adjustment for site allowances.

Tenderers are to allow in their tender submission for any site allowances that may be awarded by State or Federal Industrial Commissions on this project.



FORM OF TENDER

Shire of Dalwallinu
 C/o Plan E
 Suite 4, 414 Rokeby Road
 Subiaco, WA, 6008.

Electronic Mail: tenders@plane.com.au

In reply to the Invitation to Tender for the:

Dalwallinu Recreation Precinct
 Construction Works

Tender No: 2018-03

Under and subject to the Conditions of Tendering annexed hereto. I/we, the undersigned hereby Tender the following Sum to complete the Works referred to in the invitation to Tender.

_____ Including GST (AMOUNT IN WORDS)

(\$ _____ Including GST) (AMOUNT IN NUMERALS)

And I/we undertake to perform the work under the Contract in accordance with AS-2124 General Conditions of Contract and Annexure, Specification, Drawings and Bill of Quantities (if any), which documents I/we have examined, and I/we further agree that this tender shall remain binding on me/us for 90 days, or such other period as stated in the Conditions of Tendering, from the date advertised for closing of tenders and shall not be withdrawn during that period.

Full Corporate Name : _____
(IDENTITY OF THE LEGAL ENTITY THAT WILL ENTER INTO THE CONTRACT WITH THE PRINCIPAL)

Tenderer's Australian Company Number (ACN): _____

Tenderer's Australian Business Number (ABN): _____

Tenderer's Builders Registration Number: _____
(ONLY COMPLETE IF RELEVANT)

Tenderer's Address: _____

Telephone No: _____ Email Address: _____

Signature of Authorised Officer: _____
(NAME IN BLOCK LETTERS) (SIGNATURE)



AS2124 - 1992

ANNEXURE to the Australian Standard General Conditions of Contract

PART A

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

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)	Perth, Western Australia
The Principal is: (Clause 2)	Shire of Dalwallinu
The address of the Principal is:	Shire Offices, 58 Johnston Street, Dalwallinu, WA 6609
The Superintendent shall be: (Clause 2)	Shire of Dalwallinu represented by CEO Jean Sutherland
The address of the Superintendent is :	Shire Offices, 58 Johnston Street, Dalwallinu, WA 6609
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	No Limits
Bill of Quantities – The alternative applying: Clause 4.1)	Alternative 1
The time for lodgement of the priced copy of the bill of quantities is: (sub-Clause 4.2)	With the Tender
# Contractor shall provide security in the amount of: (Clause 5.2)	2 No. Bank Guarantees each of 2.5% of the Contract Sum in lieu of Retention Moneys.
# Principal shall provide security in the amount of: (Clause 5.2)	Nil
# The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	Five Days
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	Security, Fifty (50) %
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)	1 x PDF Digital Format Text Documents 1 x PDF Digital Format Drawings 1 x Excel Format Document (for information only) 1 x DWG Digital Format Drawings (for information only)



The number of copies to be supplied by the Contractor: (Clause 8.4)	1 x PDF Digital Format Text Documents 1 x PDF Digital Format Drawings 1 x DWG Digital Format Drawings (for information only)
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)	All Works Under the Contract
The percentage of profit and attendance: (Clause 11(b))	As Set Out in the Preliminaries Clauses "Allowances and Variations"
The amount or percentage for profit and attendance: (Clause 11(c))	As Set Out in the Preliminaries Clauses "Allowances and Variations"
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))	Nil
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	10% of Contract Sum
The value of materials to be supplied by the Principal: (Clause 18(iv))	Nil
The additional amount or percentage: (Clause 18(v))	0%
Public liability insurance – the alternative applying: (Clause (19))	Alternative 1
The amount of Public liability insurance shall be not less than: (Clause 19)	Ten (10) Million Dollars
The time for giving possession of the site: (Clause 27.1)	Three (3) Days from Date of Acceptance of Tender
# The date for Practical Completion: (Clause 35.2)	Friday 25 th May 2017
# Liquidated damages per day: (Clause 35.6)	\$1,000 per 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)	No Extra Events



# The Defects liability period: (Clause 37)	Twelve (12) Months
# Where there are separable portions these items shall be completed for each Separable Portion	
The charge for overheads, profit etc. for daywork: (Clause 41 (f))	To be Included in Rates
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 not incorporated in the works: (Clause 42.1 (ii))	Nil
Retention moneys on: (Clause 42.3)	Not Applicable (a) Work incorporated in the works and any work or items for which a different amount of retention is not provided, 0%. (b) Items on site but not yet incorporated in the works, 0%. (c) Items off site but in — Australia, 0%. (d) Items not in Australia 10% (e) Disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the contract 10%
Unfixed plant or materials - the alternative applying: (Clause 42.4)	Alternative 3
The rate of interest on overdue payments: (Clause 42.9)	The Business Reference Rate of Bankwest
The delay in giving possession of the site which shall be a substantial breach: (Clause 44.7)	90 Days
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 2
The person to nominate an arbitrator: (Clause 47.3)	Chairman of the Institute of Arbitrators Australia, WA Chapter
Location of arbitration: (Clause 47.3)	Western Australia



FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made the day of 2018

BETWEEN

(the Contractor)

AND Shire of Dalwallinu

(the Principal)

IT IS AGREED that the annexed documents marked as follows:

TITLE: Dalwallinu Recreation Precinct Community Hub

Tender, dated: 06th December 2017

Addendum Numbers:

Letter of acceptance, dated:

AS 2124-1992 General Conditions of Contract and Annexure

(Agreement signed by parties)

Specification PLAN E Contract No: 17061401

Drawing Numbers

Drawing Title	Drawing No.	Revision
COVER PAGE	L0	
Levels & Grading Plan	L3.101	A
Levels & Grading Plan	L3.102	A
Hard Works Plan	L4.101	D
Hard Works Plan	L4.102	D
Hard Works Legend	L4.103	A
Entry Statement Hard, Soft Works	L4.201	C
Soft Works Plan	L5.101	A
Soft Works Plan	L5.102	A
Landscape Details	L7.101	A
Landscape Details	L7.102	A
Landscape Details	L7.103	A
Shelter 1 Details	L7.104	A
Shelter 1 Details	L7.105	A
Shelter 2 Details	L7.106	A
Landscape Details	L7.107	A
Entry Statement Details	L7.201	E

As listed in Plan E Contract No: 1706401

Other Documents:

Post Tender Correspondence:

shall together comprise the contract between the parties and if the Contractor or the Principal is two or more persons then they shall be bound jointly and severally.



IN WITNESS where the parties have signed this Agreement.

Signed on behalf of:

By _____ Directors Signature Print Full Name

THE COMMON SEAL OF:

ACN

ABN

was affixed to this document
by authority of the Directors
in the presence of:

Director Signature Print Full Name

Director/Secretary

Secretary Signature Print Full Name

Signed on behalf of: Shire of Dalwallinu

By _____ Officer Signature Print Full Name

ACN

ABN



2.0 SPECIAL CONDITIONS OF CONTRACT

2.1 GENERAL CONDITIONS OF CONTRACT

The General Conditions governing the contract are the General Conditions of Contract AS. 2124 - 1992 hereinafter referred to as "The General Conditions", together with the annexure referred to therein.

2.2 CODE OF PRACTICE

The Contractor shall comply with the Code of Practice for the Building and Construction Industry and any failure to do so shall constitute a default for the purposes of clause 44 of the General Conditions of Contract.

2.3 INSURANCE OF THE WORKS

Amend Clause 18 of the General Conditions as follows:

Delete item (i) "the Contract Sum;" and in lieu thereof substitute the following new item:

(i) the Value of Work.

2.4 PAYMENT OF CLAIMS, CERTIFICATES, CALCULATIONS AND TIME FOR PAYMENT

Amend Clause 42.1 of the General Conditions as follows:

Delete the 6th paragraph, commencing with: "Notwithstanding clause 42.4, the Principal shall....." and finishing with: "..... adequately protected.", and in lieu thereof substitute the following new paragraph.

Notwithstanding clause 42.4, the Principal shall be obliged to pay for any item of unfixed plant and materials where that item is listed in the Annexure, provided the Contractor:

- Establishes to the satisfaction of the Superintendent that the Contractor has paid for the item, and the item is properly stored, labelled the property of the Principal and adequately protected; and
- Provides additional security in one of the forms provided by clause 5.3 in an amount equal to the payment claimed for the item.

2.5 ADVERTISEMENTS AND PROMOTIONS ON SITE

The Contractor shall erect on site, or permit to be erected on site, only those signs

- Required by law
- Specified in the Contract documents
- Required to identify the Contractor's premises.

Do 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.

2.6 DESCRIPTION OF THE WORKS

The works comprise general landscape and civil construction works and such other work as shown on the drawings or included in the specification.

Tenderers are required to view the site and shall make all allowances as required for the construction of the works.

Tenderers are required to make their own assessment of earthworks required to construct the works.

Adjacent premises will be occupied during the currency of the contract. Ensure minimal inconvenience and disturbance to the occupants.



2.7 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.

2.8 NATURE OF CONTRACT

The Contractor shall be paid on a lump sum basis as stated in the annexure.

The contract is not subject to adjustment for rise and fall in costs.

2.9 GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

1. "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
2. "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.
3. "Supply", "taxable supply" and "tax invoice" have the same meanings as in the GST Act.

Where the supply of the work under the Contract or any part thereof is a taxable supply under the GST Act:

1. The Contract Sum shall be inclusive of all applicable GST at the rate in force for the time being;
2. The Principal shall issue a recipient Created Tax Invoice ("RCTI") in respect of GST payable on each instalment of the Contract Sum and shall provide a copy of the RCTI to the Contractor. The RCTI shall contain all information required for a tax invoice under the GST Act and shall bear the ABN of the Contractor.
3. The Principal shall issue an adjustment to the Contractor in relation to any adjustment events as they occur.
4. The Contractor shall not issue tax invoices in respect of the work under the Contract or any part thereof.

This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the GST Act.

The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the work under the Contract.

2.10 SECURITY, RETENTION AND PERFORMANCE UNDERTAKINGS

The Contractor shall provide security in the form of bank guarantees in the amounts set out in the annexure (sub-clause 5.2). Such bank guarantee shall be issued in the state of Western Australia.

Security will be reduced during the defects liability period to two and a half per centum (2.5%) of the Value of Work pursuant to sub-clause 5.7 of the general conditions.

2.11 DOCUMENTS GENERALLY, DRAWINGS AND SPECIFICATION

2.11.1 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlement to the number stated in ANNEXURE to the Australian Standard General Conditions of Contract, such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

2.11.2 Drawings

The drawings comprise the following sheets:



LANDSCAPE WORKS:

L0.101	MASTERPLAN/ COVERPAGE	
L3.101	LEVELS AND GRADING	A
L3.102	LEVELS AND GRADING	A
L4.101	HARD WORKS	D
L4.102	HARD WORKS	D
L4.103	HARD WORKS	A
L4.201	ENTRY STATEMENT HARD&SOFT WORKS	A
L5.101	SOFT WORKS	A
L5.102	SOFT WORKS	A
L7.101	GENERAL DETAILS	A
L7.102	GENERAL DETAILS	A
L7.103	GENERAL DETAILS	A
L7.104	SHELTER 1 DETAILS	A
L7.105	SHELTER 1 DETAILS	A
L7.106	GENERAL DETAILS	A
L7.201	ENTRY STATEMENT DETAILS	E

CAR PARKS AND ROAD WORKS:

35752 CP1	CAR PARK PLAN AND DETAILS	A
35752 CP2	CAR PARK PLAN	B

ELECTRICAL WORKS:

TO BE ISSUED AS AN ADDEDNA

and detail drawings as specified herein and any additional drawings supplied to the Contractor during the progress of the works.

2.12 LAYOUT OF PLANT AND EQUIPMENT:

The layout of plant and equipment as shown on drawings shall be taken as diagrammatic only and all measurements and other information required to carry out the work under the contract shall be obtained by the Contractor on site. No claims arising from failure to obtain measurements and other information on site will be accepted.

2.13 DRAWINGS FOR INFORMATION:

The following drawings are for information purposes only and do not form part of the contract:

SITE SURVEY DALWALLINU SITE SURVEY PLAN

2.14 NOMINATED SUB-CONTRACTORS

The Contractor is responsible for administering, coordinating, supervising and generally attending upon the execution of work under the contract by each nominated sub-Contractor.

The Contractor shall provide for each nominated sub-Contractor all normal facilities for the proper performance of the nominated sub-contract work under the contract including the following:

- Access to the site



- Storage areas
- Use of water (nominated sub-Contractors shall provide their own hoses and fittings)
- Use of electric light and power supply (nominated sub-Contractors shall provide their own cables and portable lamps)
- Use of scaffolding and hoisting facilities as provided for the Contractor's own use while in position and at reasonable times including operators, but not the labour for loading or 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)
- Sanitary conveniences
- Statutory amenities for drinking water, messing and changing
- Storage of tools
- First aid and safety measures
- Rubbish removal from site

any additional facilities required and any cutting of holes, chases, making good or other builders work required in connection with the work of any nominated sub-Contractor, shall be the responsibility of the nominated sub-Contractor concerned, unless otherwise specified or shown on the drawings.

2.15 NOMINATED SUB-CONTRACT DIRECTION

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, or application is to be made to the Superintendent, then the nominated sub-Contractor shall as and when required initiate such action with the Contractor and thereafter the Contractor shall as soon as practicable take the matter or thing or application to the Superintendent together with any amendments pursuant to the sub-contract as the Contractor may consider necessary.

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.

2.16 PROVISIONAL SUMS

The Tenderer shall allow in their Lump Sum Tender Price the following Provisional Sums:

ITEM	VALUE
Contingency	Twenty Five Thousand Dollars (\$25,000)

The Tenderer shall allow in their tender for all time and costs in carrying out works required by the expenditure of the Provisional Sum within the Contract Period. No extension of time or delay costs will be granted as a result of expenditure of the Provisional Sums.

Provisional Sum values exclude GST.

2.17 ADJUSTMENT OF PROVISIONAL SUMS

Pursuant to the provisions of Clause 11 of the General Conditions :

- (A) When adjustments are to be made to the contract sum for provisional sum items, such a adjustments shall be made in the following manner:



- (1) Variation orders shall be issued to which the provisions of clause 40 of the General Conditions and the clause of the specification headed "allowances on variations" shall apply.
 - (2) By variation orders the contract sum shall be adjusted by the amount directed by the Superintendent on behalf of the Principal to be expended by the Contractor against each provisional sum item.
- (B) 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 on behalf of the Principal 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 profit and attendance relative to that provisional sum shall be payable to the Contractor on the expending of the provisional sum.
- (C) Where the Superintendent subsequently does not direct the expenditure of an amount by the Contractor against a provisional sum item, no allowance shall be paid to the Contractor.

2.18 ADJUSTMENT OF PROVISIONAL QUANTITIES

Pursuant to the provisions of sub-clause 4.4 of the General Conditions , when the Superintendent directs the actual quantity to be carried out:

- (A) that direction shall be made by variation orders to which the provisions of clause 40 of the General Conditions and the clause of the specification headed "allowances on variations" shall not apply.
- (B) any change in provisional quantities shall not be deemed to be an error under sub-clause 4.4 of the General Conditions .

2.19 STATUTES AND SUBORDINATE LEGISLATION

The Contractor is solely responsible for and must obtain and comply with all necessary Authorisations required to complete the works under the contract.

Authorisations include:

- (A) any consent, registration, filing, agreement, notarisation, certificate, license, approval, permit, authority or exemption from, by or with a municipal, public or statutory authority: and
- (B) any consent or authorisation regarded as given by a municipal, public or statutory authority due to the expiration of the period specified by a statute within which the municipal, public or statutory authority should have acted if it wished to prescribe or limit anything already lodged, registered or notified under that statute.

The Contractor is solely responsible for obtaining certification of the drawings for Building License Design Compliance, in accordance with the Building Act 2011 and the Building Regulations 2012. The Contractor shall pay all costs associated with obtaining certification.

The Contractor is solely responsible for submitting certified drawings and/or specifications to the municipal authority for building license and pay any and all prescribed building license fees to such authority.

2.20 SPECIAL AREA PROVISIONS

The Contractor shall ensure that all the rules and regulations in force in the area in which the work under the contract is to be carried out are observed and that all notices and instructions which may be issued by the Superintendent in relation to such rules and regulations are obeyed.

2.21 PAYMENT OF INDUSTRY TRAINING FUND LEVY

The Contractor is deemed to be the project owner under the Building and Construction Industry Training Fund and Levy Collection Act 1990.

The Contractor shall pay all levies required to be paid under this Act.



2.22 SITE ALLOWANCES

This contract is not subject to adjustment for site allowances.

2.23 ENVIRONMENTAL PROTECTION

2.23.1 Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the site and comply with the following requirements.

No operation shall be carried out on the site if it causes the sound emitted (as determined by the sound level at the site boundary by the Superintendent) to exceed:

Day	Time of Day	Sound Level in Decibels (A)
Monday to Friday	7.00 am to 7.00pm	80
Saturday and Sunday	7.00am to 7.00pm	70
Evening	7.00pm to 10.00pm	65
Night	10.00pm to 7.00am	55

No appliance shall be used if the noise emitted by the appliance exceeds the following maximum sound levels measured at any point 7 metres \pm 200mm from:

The surface of the appliance excepting those items indicated which shall have sound levels measured at the building site boundary. measurements shall be made in accordance with AS.1217 (methods of measurement of airborne sound emitted by machines), or where applicable for pneumatic driven appliances, the measurement procedures set out in the cagi-pneurop test code for the measurement of sound from pneumatic machines 1969 may be used.

Group (I) 70 decibels (A) max.:

Air compressors up to 170 litres/sec capacity.

Group (ii) 75 decibels (A) max.:

Internal combustion or electrically driven equipment up to 14kw N.E.P. (20hp) (mobile or stationary), construction dumpers up to 1 cu metre capacity, fluid pumps, air compressors above 170 litres/sec capacity.

Group (iii) 80 decibels (A) max.:

Vibratory compactors, internal concrete vibrators, concrete saws (mobile and stationary), internal combustion or electrically driven equipment over 14kw N.E.P. (20hp) (mobile or stationary), earth moving equipment up to and including engine capacities of 100kw N.E.P. (150hp), concrete pumps, concrete agitators, portable air or electric tools, public address system (at boundary), cranes (at boundary).

Group (iv) 85 decibels (A) max.:

Air or electric impulsive tools, scabblers, impact wrenches, explosive power tools, earth moving equipment of engine capacity between 100kw and 200kw N.E.P. (150hp and 300hp), refuse chutes (at boundary).

Group (V) 90 decibels (A) max.:

Sirens - warning (at boundary), pile drivers (at boundary), earth moving equipment of engine capacity above 200kw N.E.P. (300hp).

For the purpose of this clause:

- Appliance means any apparatus, equipment or machine used for or in connection with the building site and includes motor vehicles and earth moving machinery.
- Sound level emitted from the building site boundary means the sound level exceeded for 10% of the time (I10), measured in decibels (A) and evaluated over hourly intervals during the period of time specified in the "time of day and sound level table" above.



- Maximum sound level emitted by an appliance means the sound level in decibels (A) exceeded for 1% of the measurement period.
- Sound level decibels (A) shall be measured with a sound level meter complying with the specifications set out in AS.1259 part 1 or AS.1259 part 2, with the microphone oriented in a direction indicating the maximum sound level.
- Means net engine power determined in accordance with Australian design rule no. 28, motor vehicle noise, dated July 1972.
- Where no means of performing a particular function is available other than by a means which will produce sound levels in excess of those requirements specified above, the Contractor shall obtain permission from the Superintendent to perform such operations on the days and within the hours approved by the Superintendent.

The Superintendent may require the Contractor to produce a certificate of acoustic performance issued by a laboratory registered with the N.A.T.A. for any appliance before permitting its use, or continued use, on the building site.

On occasions for emergency reasons, the Superintendent may direct that all noise on the site ceases or be reduced. the Contractor shall direct all its sub-Contractors on site to meet the requirements.

2.23.2 Site Control

The Contractor shall at all times 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.

Comply with all statutes, regulations and by-laws relating to the protection of the environment.

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.

No trees or shrubs shall be removed or destroyed without the written approval of the Superintendent.

No fire shall be lit without the written approval of the Superintendent.

Flammable or explosive products shall be stored in accordance with the relevant statutes and to the approval of the Superintendent.

2.23.3 Soil Erosion

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.

2.23.4 Dust, Dirt, Water and Fumes

Prevent any nuisance occurring through the discharge of dust dirt, water, fumes and the like on to persons or property.

2.23.5 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.

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

2.23.6 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.

2.23.7 Smoking on Construction Sites

The Contractor shall at all times ensure that all workmen and visitors on the construction site comply with the following policy on smoking.



In respect of construction sites, smoking is prohibited:

- In site offices, lunch rooms or enclosed toilet facilities.
- Inside existing premises that are designated as "no smoking" areas.

2.24 INSURANCE OF EMPLOYEES

Effect insurances as outlined in clause 20 of AS 2124 - 1992

2.25 INSPECTION AND PROVISIONS OF INSURANCE POLICIES

Before commencing work under the contract, the Contractor shall provide evidence to the satisfaction and approval in writing of the Principal of the insurance's having been taken out for the purposes of clauses 17, 18,19 and 20 of the General Conditions, AS 2124 - 1992 .

2.26 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.

2.27 SITE

2.27.1 Location

The works are located at Dalwallinu Recreation precinct off Myers Street, Dalwallinu, WA 6609.

2.27.2 Extent

The extent of works is as indicated on the drawings.

2.27.3 Possession of Site

Possession of site is due at date of acceptance of tender. The Contractor is expected to commence work within three (3) days from possession of site.

2.27.4 Availability

No works shall be undertaken on weekends or public holidays. Access may be allowed at these times with written approval of the Superintendent under exceptional circumstances.

Site deliveries and delivery of materials shall only be allowed between the hours of 6am to 12 noon and 2pm to 6pm.

2.27.5 Restrictions on Access

All access ways within the site shall be under the direct control of the Contractor The location of access ways and timing of access will be as approved in writing by the Superintendent.

2.27.6 Limitation on Working and Storage Areas

All storage areas within the site shall be under the direct control of the Contractor. The location of storage areas shall be as approved in writing by the Superintendent.

2.27.7 Existing Services, Facilities and Structures

Any connection, disconnection or interference with existing services, facilities and structures shall be carried out to the satisfaction of the Superintendent to whom seven days prior written notice shall be given.

2.27.8 Identity Survey

Before commencing work on the site the Contractor shall employ a licensed surveyor to identify the site, certify all boundaries and position necessary survey marker pegs, so that the set out of the works is wholly within the titled boundary except for items for which approval has otherwise been given by proper authorities.



Any discrepancies between the certified survey and the drawings shall be immediately reported to the Superintendent and work shall not proceed until the Superintendent's instructions have been received.

On completion of footings and walls when at a suitable height on boundaries, submit to the Superintendent a certificate signed by a licensed surveyor certifying that portion of the works as constructed is wholly within the titled boundary.

2.27.9 Property Survey

At date of possession of site the Contractor shall carry out a comprehensive survey of the property.

The survey shall be carried out in the presence of the Superintendent and or the Superintendent Representative.

The survey shall be recorded by suitable means to accurately show the condition of the property at the time of possession of site.

Copies of the survey documents, endorsed by the Contractor and the Superintendent or the Superintendent Representative, shall be lodged with the Superintendent within seven days of possession of site.

The survey shall include the following:

- all services;
- all hard landscape works including paving, edgings and kerbs;
- all furniture, fittings and fixings;
- all structures and building; and
- all soft landscape works.

The survey shall not relieve the Contractor of its responsibilities or liabilities for damage to any other items not included in the survey, within or adjacent to the site.

2.27.10 Adjoining Properties Survey

Before commencing any, piling, excavations, underpinning, shoring or such like work adjacent to existing facilities the Contractor shall carry out a comprehensive survey of adjoining properties.

The survey shall be carried out, where possible, in the presence of the owners or representatives of the owners of such adjoining properties.

The survey shall be recorded by suitable means to accurately show the condition of the adjoining properties at the time immediately prior to the commencement of work on the site.

The Superintendent shall if requested, attend the survey.

Copies of the survey documents endorsed by the owners of such adjoining properties shall be lodged with the Superintendent.

The survey shall not relieve the Contractor of its responsibilities or liabilities for damage to other properties adjacent to the site.

2.28 SITE SECURITY

The contractor shall carry out the work under the contract in such a manner that maximum security of the site is maintained at all times.

If, in the opinion of the Superintendent at any period of the contract and during all non working hours maximum security cannot be maintained, the Contractor shall employ an approved static guard security service on the site.



2.29 PROTECTION OF THE PUBLIC

Use all types and methods of protection (such as temporary safety fencing and warning signage) that are reasonably practicable and necessary to protect the public from hazards associated with the work under the Contract. Protection shall be consistent with the recommendations contained in the WorkSafe WA publication "Construction Work and the Public". This publication is available from WorkSafe WA and can be accessed from the WorkSafe WA website at www.safetyline.wa.gov.au. Where a safety fence is used, it shall be not less than 1.8 metres in height.

2.30 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

2.30.1 Quality of Materials and Work

The Contractor shall use the materials and standards of workmanship required by the Contract. In the absence of any requirement to the contrary, the Contractor shall use suitable new materials, in conformity with their description, of merchantable quality and fit for the purpose or purposes for which they are used and all workmanship shall be performed to the standard expected of a competent contractor experienced in works of a nature similar to the Works.

The description in the Contract of any material or other items by a proprietary or brand name, model number or other specific means shall not in any way relieve, limit or exclude any of the Contractor's obligations, responsibilities or liabilities under the Contract in respect of the materials or items, including but not limited to the obligations and warranties as to quality and fitness for purpose contained within the Contract.

2.30.2 Salvaged Materials

Unless otherwise specified and subject to the provisions of sub-clause 27.5 of the General Conditions, materials, plant, equipment or other things salvaged from the works shall become the property of the Contractor and shall be removed by him from the site.

2.30.3 Temporary Electric Light and Power Supply

Arrange, provide and maintain a temporary electric light and power supply with adequate outlets distributed about the site for executing the work under the contract (both for construction and testing) and disconnect it and clear it away on practical completion of the works.

The Contractor shall pay all costs and charges in connection therewith.

The cost of electricity from a permanent power supply used for commissioning plant and equipment shall be borne by the Principal.

Where the authorities mains supply do not serve the site, the Contractor shall allow and arrange to provide a suitable alternative temporary electric light and power supply.

2.30.4 Temporary Water Supply

Arrange, provide and maintain a temporary water supply with adequate outlets distributed about the site for executing the work under the contract and disconnect it and clear it away on practical completion of the works.

The Contractor shall pay all costs and charges in connection therewith.

Where the authorities mains supply do not serve the site, the Contractor shall allow and arrange to provide a suitable alternative temporary water supply.

2.30.5 Contractors Site Accommodation

The Contractor shall provide its own temporary site office accommodation, with proper facilities for the safe keeping and laying out of its copies of the contract documents. Remove site accommodation from the site on practical completion of the works.

The Contractor shall arrange to provide its own telephone and pay all costs and charges in connection therewith.

2.30.6 Workmen's Amenities

Provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the site and remove them on practical completion of the works.



Occupation of any part of the works and site for the provision of workmen's amenities shall not be permitted without the prior written approval of the Superintendent.

2.31 TRANSPORT OF GOODS

The Contractor shall satisfy itself of its obligations under the Transport Commission Act, 1966-1978 with respect to any transport which may be required for work under the contract.

2.32 MATERIALS AND WORK

2.32.1 Workplace Safety And Health

2.32.1.1 Compliance

The Contractor shall comply with the Occupational Safety & Health Act 1984 (the Act) and the Occupational Safety & Health Regulations 1996 (the Regulations) and with any amendments that may be made to the Act and Regulations from time to time.

The Act, Regulations, Codes of Practice and other safety information can be accessed from the WorkSafe WA website at www.safetyline.wa.gov.au.

The Contractor is deemed to have control of the Site for the purposes of executing the work under the Contract. Accordingly, the Contractor is responsible for and shall provide a working environment in which its employees, sub-contractors and all other persons entering and moving about the Site for whatever purpose are not exposed to hazards in accordance with the requirements of Section 19 of the Occupational Safety and Health Act 1984 (WA).

2.32.1.2 Occupational Safety and Health Act

The Contractor is deemed to be in control of all matters related to the execution of the work under the Contract and accordingly is responsible for all such matters under the Act and Regulations.

The Contractor shall, wherever practicable, appoint a Safety and Health Representative or Representatives to perform the functions as defined under Section 33 of the Act.

The Contractor shall comply with its obligations under Section 19(3) of the Act and Regulations 2.4 and 2.5 concerning notification of certain injuries and diseases. The Contractor shall also report all such matters promptly to the Superintendent.

The Contractor shall indemnify the Principal from and against any loss, damage or injury suffered or incurred by the Principal or any claim made against the Principal by reason directly or indirectly of the Contractor failing to comply with its obligations under this Clause and the Contractor shall reimburse the Principal any fines, penalties costs and expenses which the Principal may incur as a result (directly or indirectly) of any non-compliance on the part of the Contractor with any of the provisions of the Act or with any of its obligations under this Clause. The Contractor shall pay all fees payable under the Act which are payable in connection with the execution of the Works.

2.32.1.3 Material Safety Data Sheets

The Contractor shall ensure that a copy of all manufacturer/supplier Material Safety Data Sheets are available on a register on site for each hazardous substance used in connection with the work under the Contract. Material Safety Data Sheets shall be consistent with the format of the National Code of Practice for the Preparation of Material Safety Data Sheets [NOHSC: 2011 (1994)].

2.32.1.4 Safety Management Plan

Prior to the commencement of the work on Site the Contractor shall prepare and implement a Safety Management Plan relevant to the works under the Contract. The Safety Management Plan shall be maintained, and where necessary updated, throughout the Contract. The Safety Management Plan shall be appropriate to the risks associated with the work under the Contract and shall contain provision for, but not be limited to, the following elements:

- a) Induction for new employees;
- b) Listing of competencies required for specialist work (eg. rigger, scaffolder);
- c) Accident/incident reporting;



- d) Accident/incident investigation;
- e) Hazard identification, risk assessment and risk control including routine inspection processes;
- f) Plant/equipment inspection processes;
- g) Pre-job planning, procedural issues and JSA's (Job Safety Analyses). Within the Safety Management Plan, particular attention is to be given to identifying hazardous activities including, but not limited to, work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights;
- h) Emergency response and evacuation procedures;
- i) Methods of communicating and consulting with employees and transmitting new work procedures to employees;
- j) Hazardous substances exposure management;
- k) Site security;
- l) Purchasing/hiring controls (to avoid unknowingly bringing hazards onto the Site);
- m) Quantitative performance measures (application to be determined by contract size and duration), and;
- n) Any other matters that the Superintendent may direct from time to time.

Each element of the Safety Management Plan shall specifically address:

- a) The person on the Site who shall take responsibility for the successful implementation of each element;
- b) The hierarchical structure by which the responsibility is performed, and;
- c) The specific manner by which the element is performed.

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

Prior to the commencement of the Works, the Contractor shall certify to the Superintendent that its Safety Management Plan:

- Has been prepared
- Is available on Site
- Has been implemented on Site.

2.32.1.5 Induction Training

The Contractor shall not permit its employees, the employees of other parties or other persons to commence work on the Site until they have been inducted. Such induction shall include but not necessarily be limited to:

- a) Familiarisation with the Safety Management Plan;
- b) Reporting of accidents and incidents - which shall include the type of events to be reported, how an event is reported and to whom the event is reported;
- c) Emergency procedures - which shall cover the procedure for a medical emergency and for evacuation of the Site in the event of a life threatening situation arising;
- d) Personal protective equipment (PPE) - the standard requirements for the Site;
- e) Lifting and manual handling skills;
- f) Sun protection;
- g) Avoidance of noise induced hearing loss;



- h) Location of and access to First Aid on the Site;
- i) Legislative framework - an employees rights and responsibilities under the Act and Regulations;
- j) Procedure for the resolution of safety issues at the workplace (in accordance with Sections 24 to 28A of the Act), and;
- k) Site security.

Refer to the WorkSafe WA Code of Practice: First Aid, Workplace Amenities and PPE for practical guidance for the provision of first aid, workplace amenities and access to these amenities.

The Contractor shall induct its employees, the employees of other parties or other persons working on the Site with regard to JSA's and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

Upon commencement of work on the Site, the Contractor shall further induct each employee, the employees of other parties or other persons working on the Site 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.

2.32.1.6 Site And Public Security

Notwithstanding the Contractor's obligations to site and public security as stated elsewhere in this Contract, the Contractor shall monitor and control, wherever practicable, the access of all persons to the Site.

The Contractor shall ensure that no persons, unrelated to the Contract, enter the Site without the express permission of the Contractor.

PPE standards shall apply at all times and a person shall only enter the Site after that person has received a safety briefing regarding hazards relevant to the Site.

2.32.1.7 Confirmation Of Compliance With Site Standards And Predefined Procedures

On a monthly basis, or more regularly as may be requested by the Superintendent, the Contractor shall audit its systems and procedures as defined by the Safety Management Plan and JSA's to ensure that specific activities are being applied as intended.

Audits shall be carried out by a competent person appointed by the Contractor who is not directly involved in the work under the Contract and is suitably experienced and qualified to carry out such audits. WorkSafe WA and the Master Builders Association of WA can assist by identifying suitably qualified persons.

Audits shall identify non-conformances with the Safety Management Plan and JSA's. The Contractor shall take immediate action to implement actions to correct non-conformances identified by an Audit.

Audit results, non-conformances and corrective actions are to be standing agenda items for Site meetings.

2.32.1.8 Occupied Sites

In the event of the Site being part of an occupied premise or facility, 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 coordinating 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 in order that the occupier is able to safely continue normal activities for the duration of the Contract.

Obtain a copy of the Evacuation Plan for the occupied Site. Ensure that all persons admitted onto the Site are familiarised with the Evacuation Plan and comply with its requirements.



2.32.2 Trade Names

Where a trade name, brand or catalogue number is referred to in the contract documents, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated because of a similar approval having been given in a previous contract.

2.32.3 Brands Of Material Schedule

The Contractor shall, within fourteen days from the date of acceptance of tender, notify the Superintendent of the brand or make of materials he intends to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paints, fabrics, vinyl sheet and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials which he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

2.32.4 Materials To Be Supplied By The Principal

The materials stated in the schedule of materials 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.

2.32.5 Temporary Storage

The Contractor shall make rooms, as and when directed by the Superintendent, available for the temporary storage of equipment, fittings and furniture required for the work under the contract. rooms directed to be used for temporary storage purposes shall be completed up to the stage of painting and made secure to the approval of the Superintendent.

2.32.6 Services Installation

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

2.32.7 Joining Up

In addition to any particular items of work specified, the joining of all existing and new work and the cutting away in connection therewith shall be carried out in a manner approved by the Superintendent and made good in all trades to match existing adjacent work.

2.33 WORKING HOURS

No works shall be undertaken on public holidays or weekends.

Access to the site for the deliveries of materials shall only be allowed from 6am to 12 noon and 2pm to 6pm daily. No access to the site shall be available on weekends or public holidays. In extenuating circumstances access may be allowed outside these times with written approval of the Superintendent.

No excavation of trenches after 4.00pm that cannot be back filled before the end of each work day.

2.34 PROGRAMMING OF THE WORKS

2.34.1 Construction Programme:

The Contractor shall lodge with the Superintendent a construction programme within seven days from the date of acceptance of tender.



The construction programme shall be set out, in a manner to the satisfaction of the Superintendent, to show the dates by which or the times within which, the various stages or parts of the work under the contract are to be executed or completed.

Allow for rescheduling during the course of the contract if, in the opinion of the Superintendent, the programme becomes obsolete.

2.35 SITE MEETINGS

The Contractor shall throughout the duration of the contract arrange for site meetings (as required by the Superintendent) between himself, appropriate sub-Contractors and the Superintendent and consultants and shall keep minutes of such meetings and have two copies thereof forwarded to the Superintendent within two days of each meeting. The purpose of these site meetings is to assist in attaining full co-operation between all concerned on the project as well as checking progress of the work under the contract and providing the opportunity for general discussion of the work under the contract.

At the first site meeting the Contractor shall submit to the Superintendent the names and telephone numbers of all responsible persons who may be contacted after working hours during the course of the contract.

2.36 FINAL CLEANING UP

On practical completion of the works the Contractor shall leave the works fit for immediate occupation or use.

2.37 ALLOWANCES ON VARIATIONS

2.37.1 Variations to Contractors Work

Pursuant to the provisions of sub-clause 40.5 of the General Conditions , for variations to Contractors work under the contract other than nominated sub-Contractors work:

(A) Where a variation results in a net increase to the contract sum the following allowances shall be paid to cover all the Contractors profit and overheads applicable to that variation, including but not limited to, costs and expenses on account of measuring, arranging, co-ordinating and administering charges, profit, attendance and preliminaries costs.

- For a variation calculated on rates contained in the priced bill of quantities, no allowance shall be paid to the Contractor.

or

- For a variation calculated on daywork rates, no allowance shall be paid to the Contractor.
- For a variation based on a lump sum quotation from a sub-Contractor, the allowance shall be ten per centum of the net increase and such a variation shall not be subject to adjustment for rise and fall in costs.
- For a variation based on a lump sum quotation from the Contractor, not involving a sub-Contractor, no allowance shall be paid and such a variation shall not be subject to adjustment for rise and fall in costs.

(B) Where a variation results in a net decrease to the contract sum the following allowances shall be paid to cover all the Contractors profits and overheads applicable to that variation, including but not limited to, costs and expenses on account of measuring, arranging, co-ordinating and administering charges, profit, attendance and preliminaries costs.

- For a variation calculated on rates contained in the priced bill of quantities, no allowance shall be paid to the Contractor.

or

- For a variation involving a substitution of materials and/or work calculated on rates contained in the priced bill of quantities and the price of materials and daywork rates, no allowance shall be paid to the Contractor.



- For any other variation which is the subject of a net decrease, no allowance shall be paid to the Contractor or any sub-Contractor affected by the variation.

2.37.2 Variations To Nominated Sub-Contractors Work

Pursuant to the provisions of sub-clause 40.5 of the General Conditions , for variations to nominated sub-Contractors work under the contract:

- The nominated sub-Contractor shall be paid the relevant allowance (if any) as set out in clause 40 of the General Conditions as if the nominated sub-Contractor was a Contractor.
- For each variation made resulting in a net increase to the Value of Work an allowance shall be paid to the Contractor of five per centum on the first \$1,000 and two and one half per centum thereafter and such allowance shall cover all the Contractors costs and expenses applicable to that variation, including but not limited to costs and expenses on account of administering, coordinating, supervising, generally attending upon the works and for preliminaries costs and profit.

2.37.3 Payments To Be Passed To Nominated Sub-Contractors

The provisions of sub-clause 10.4 of the General Conditions shall apply to all payments due to a nominated sub-Contractor under sub-clause -1- of the clause headed “variations to nominated sub-Contractors work”.

2.37.4 Extensions of Time on Account of Variations

Where extensions of time for practical completion have been granted by the Superintendent on account of authorised variations, the provisions of this clause shall be deemed to cover all extra costs incurred by the Contractor and notwithstanding the provisions of sub-clause 35.5 of the General Conditions. No further claim for extra costs of the Contractor shall be accepted by the Principal.

2.38 PROVISIONAL DELAY ALLOWANCE OF INCLEMENT WEATHER

The Date for Practical Completion includes a delay allowance of 4 days per month (“Provisional Delay Allowance”) on account of delays which may be caused by inclement weather (including wet weather, the impact of wet weather, high winds, total fire ban days and other weather related issues).

In any given month the Contractor must, before being entitled to an extension of time on account of inclement weather, be delayed by inclement weather by greater than four (4) business days. The Contractor shall then be entitled to claim an extension of time for delays caused by inclement weather to the extent that works are delayed in that month more than the Provisional Delay Allowance of four (4) days.

2.39 CERTIFICATES AND PAYMENTS

2.39.1 Payments for Materials and Goods

Further to the provisions of sub-clause 42.1 of the General Conditions and as amended by Part B of the Annexure, payments for the provision by the Contractor of materials or goods for subsequent incorporation in the works may be made by the Principal in accordance with this clause in respect of the following items:

Payments will be equal to the value (as certified by the Superintendent) of the materials or goods comprising the said items following application in writing to the Superintendent by the Contractor. The following conditions shall apply in addition to the provisions of sub-clause 42.1 of the General Conditions before payment will be certified by the Superintendent.

- The materials or goods will be subject to inspection by the Superintendent and must be satisfactory in all respects, subject to any further tests and inspection that the Superintendent may require to be carried out pursuant to clause 31 of the General Conditions.
- The Contractor shall lodge with the Principal, security by way of an undertaking in a form approved by the Principal and given by a bank approved by the Principal under which the bank undertakes to be responsible to the Principal for and to pay to the Principal on demand a sum equal to the amount of the value of materials or goods which have not been incorporated in the works, but from time to time have been certified for payment by the Superintendent.



A payment certified by the Superintendent as aforesaid shall be accepted as having been made at the express request of the Contractor and the making of the payment shall not:

- Imply or be taken as an admission by the Principal that the materials or goods in respect of which the payment is made are satisfactory and will subsequently be accepted by the Superintendent as being in accordance with the contract when incorporated in the works.
- Prejudice the right of the Superintendent to reject or direct the removal of any materials or goods that are not in accordance with the contract whether incorporated in the works or not.

2.40 CONDITIONS OF EMPLOYMENT

Any person or employer who for the purpose of its trade or business employs a person or employee upon or in connection with any part of the work under the contract, shall be required to observe all the conditions of the relevant award applicable to that trade or business, or the provisions of a registered Enterprise or Workplace Agreement.

2.40.1 For the Purpose of this Clause

Award; has the meaning ascribed to it in the Conciliation and Arbitration act 1904 and amendments or the Industrial Arbitration act 1979-1982 and amendments.

Employee; has the meaning ascribed to it in the Conciliation and Arbitration act 1904 and amendments or the Industrial Arbitration act 1979-1982 and amendments.

2.40.2 Day Work

Work shall not be carried out as day work pursuant to clause 41 of the General conditions without the prior written approval of the Superintendent.

When seeking approval to carry out works as day works the Contractor shall include in its request the proposed applicable rates. The Superintendent's approval, if granted, shall include approval of the proposed applicable rates. the rates proposed by the Contractor shall cover the Contractors cost and expenses applicable to day work including but not limited to costs and expenses on account of overheads, administrative costs, site supervision, establishment costs, attendance and profit.

Where day work rates are not available or cannot be agreed between the Contractor and Superintendent the current MBA rates (if available) shall apply.

Hire charges in respect of constructional plant as referred to in sub-clause 41.(C) of the General Conditions shall not include hire charges for the following:

- Power driven equipment, whether motor or electric, up to 500 watt rating,
- Non-specialised tools of trade relevant to a tradesman's occupation,
- Small items of constructional plant such as: TrestlesScaffold, planks, Ladders (up to 10 metres extended length), Barrows, Ropes, Electrical leads used in the work within 70 metres from the head Contractor's point of supply,
- Any other similar small items or equipment,

An allowance for hire charges in respect of the above items shall be included in the proposed on site labour rates.

2.41 SCHEDULE OF MATERIALS

Materials to be supplied by the Principal are as follows:

Stone Boulders

2.42 SCHEDULE OF WARRANTIES

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the contract including the following items of work, materials or equipment:



- Electrical;
- Irrigation;
- Street and park furniture and fittings.

2.43 PRECEDENCE OF DOCUMENTATION

Should the Contract Documents contain any discrepancy or inconsistency then the following order of precedence of Contract Documents shall apply to resolve the same:

- a) The Formal Instrument of Agreement,
- b) The Special Conditions of Contract (3)
- c) The General Conditions of Contract and Annexures (AS2124-1992)
- d) The Specification including the preliminaries
- e) The Drawings
- f) The Preliminary Clauses (4)
- g) The Conditions of Tendering (2) with its Schedules and Appendices
- h) Other Documents

Should any discrepancy or inconsistency be found by the Contractor, the Contractor shall immediately notify the Superintendent for clarification. In no case shall the Contractor proceed with the works where a contradiction or discrepancy is found between the contract documents without written instruction from the Superintendent.

2.44 PRECEDENCE & DIMENSIONS OF DRAWINGS

Drawings made to larger scale (ie 1:100 is larger than 1:1000) and those showing particular parts of the Works shall take precedence over Drawings made to smaller scales and those for more general purposes.

Where any discrepancy exists between figure and scaled dimensions, the figured dimensions shall prevail.

Spot levels shall take precedence over contour lines and batter profile lines.

All discrepancies shall be immediately notified in writing to the Superintendent.

