



ATTACHMENT BOOKLET FOR ORDINARY COUNCIL MEETING

Item 11.7.1 and 11.8.1

15 December 2021 at 4:30pm

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REQUEST FOR TENDERS

RFT5 21-22

***AGRN965-EPAR-Works for the
Shire of Mingenew***

**Deadline for lodgement of
Tenders:
10:00 A.M. on 6 Dec 2021**

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PART 1 OVERVIEW

1.1 Request for Tenders

The Principal requests the submission of tenders by suitably qualified and experienced contractors for supply of the equipment, plant, operators and labour and undertaking restoration of damaged infrastructure outlined in this RFT and Technical Specifications document. The nature and extent of the works is to be ascertained by reference to the specifications and conditions of contract and the following (but not limited to the following):

- (1) Reform and re-sheeting of unsealed roads;
- (2) Repair, cleaning and restoration of surface drains;
- (3) Repair, cleaning and restoration of drainage structures;
- (4) Reinstatement and restoration of floodways;
- (5) Repair and reinstatement of washed out verges within an urban area;
- (6) Reinstatement of damaged signage
- (7) Traffic management;
- (8) Borrow pit rehabilitation;

and any associated works in strict accordance with any instructions as may be issued from time to time during the progress of the works, the Works Contract provided in the RFT, all Notices to Tenderers issued during the Tender Period (unless specifically excluded from the Contract) and the Technical Specifications and to the entire satisfaction of the Superintendent.

A detailed description of the Principal's requirements is contained in Part 3 Specifications.

The contractor's rates and prices entered in the Price Schedule shall be deemed to be the full value of the work covered by the item including but not limited to the following:

- (a) Labour and cost in connection therewith
- (b) Supply of goods, material, storage and costs in connection therewith including delivery to site
- (c) Taking delivery of materials, and good supplied by other, unloading, storage and costs associated therewith
- (d) Plant and Costs;
- (e) Temporary works and
- (f) General obligations, liabilities and risks.

PART ONE – READ AND KEEP THIS PART

- (g) Special Requirements: A detailed description of the Principal's requirements is contained in Annexure B Technical Specification.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1	Overview (Read and Keep)
Part 2	Conditions of Tendering (Read and Keep)
Part 3	Specifications (Read and Keep)
Part 4	General Conditions of Contract (Read and Keep)
Part 5	Tender Form (Complete and Return)
Annexure A	Formal Instrument of Agreement (Read and Keep)
Annexure B	Special Conditions of Contract (Read and Keep)
Annexure C	Purchasing Policy (Read and Keep)
Annexure D	Regional Price Preference Policy (Read and Keep)
Annexure E	Pricing Schedule (Complete and Return)

1.3 How to Prepare Your Tender

- (1) Carefully read all parts of this Request.
- (2) Ensure you understand the Requirements.
- (3) Complete the Tender Form contained in Part 5 in all respects and attach any associated documents.
- (4) Ensure the Tender Form are signed by the authorised Tenderer's representative
- (5) Lodge the Tender as required by **clause 2.6** before the Deadline.

PART 2 CONDITIONS OF TENDERING

2.1 Definitions

In this Request, the following words and expressions have the meanings specified in the table below:

TERM	DEFINITION
Annexures	Any contract specification documents annexed to this Request.
Attachments	The documents attached by a Tenderer as part of a Tender.
Contact Officer	Means the person referred to in clause 2.3.
Contractor	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline	The deadline for lodgement of Tenders.
General Conditions of Contract	Means the General Conditions of Contract as are contained in Part 4 of this Request.
Principal	Shire of Mingenew
Request	This Request for Tender comprising all Parts and Annexures
Requirements	All requirements, terms and conditions stipulated in this Request.
Selection Criteria	The Criteria used by the Principal in evaluating Tenders as stipulated in Part 5 of this Request.
Site	Site or sites on which works are proposed to be undertaken or goods or services provided pursuant to this Request
Special Conditions	The additional contractual terms contained in an Annexure labelled 'Special Conditions of Contract' (if applicable).
Specifications	The specifications contained in Part 3 of this Request.
Tender	The completed Tender Form, Response to the Selection Criteria and Attachments submitted by a Tenderer
Tender Documents	The documents referred to in clause 1.2
Tenderer	Someone who has or intends to submit a Tender to the Principal.

2.2 Conditions of Tendering

The Conditions of Tender are the conditions under which the Principal will receive and evaluate Tenders. The Principal may reject a Tender that does not comply with all terms of the Request.

PART TWO – READ AND KEEP THIS PART

2.3 Contact Officer

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

Name: Antoinette Krause
Phone: +61 434 508 403
Email: antoinette.krause@ghd.com

Tenderers must direct all communications concerning this Request to the above contact.

The Principal reserves the right to:

- (a) not answer a question asked by a Tenderer; and
- (b) provide any answers to questions raised by a Tenderer to any other Tenderer, on a non-attributable basis.

2.4 Lodgement of Tenders by Deadline

- (1) Tenders must be received by the Principal by the Deadline.
- (2) The Deadline for this Request is **10:00 A.M.** on **6 Dec 2021** (Western Standard Time).
- (3) Tenderers should allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

2.5 Form of Tender

- (1) The Tenders must include the tender number and tender title and otherwise comply with the Conditions of Tendering and this Request.
- (2) The Tender document should only be signed by a representative of the Tenderer who is authorised to do so.
- (3) All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to the Tender.
- (4) Tenderers are to assume that the Principal has no previous knowledge of the Tenderer's organisation, activities or experience. Tenderers should ensure that sufficient information is included in their Tender to thoroughly address the Requirements and the Selection Criteria.

2.6 Manner of Lodgement

- (1) Tenders must be submitted electronically by:
 - (a) Email to tenders@mingenew.wa.gov.au

PART TWO – READ AND KEEP THIS PART

- (2) If Tenderers have obtained Request documentation other than from <https://mingenew.wa.gov.au/tenders/> , they must visit <https://mingenew.wa.gov.au/tenders/> , register as a user and download the Tender documentation for this Request.
- (3) In submitting their Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms or other disabling features which may affect the Principal's provider portal and/or the Principal's computing environment. Responses found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- (4) Tenders submitted in any manner other than that described in subclause (1) **will not** be accepted.

2.7 Tenderlink Access

Not used

2.8 Disclaimer and acknowledgement

Tenderers acknowledge that:

- (a) although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the internet by the Tenderer will not occur; and
- (b) lodgement of their Tender on time and in accordance with these Conditions of Tendering is entirely their responsibility; and
- (c) the Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

2.9 Confidentiality of Tender Information

- (1) The Principal will treat all information provided in a Tender as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law or this Request.
- (2) Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992*, under a Court order or this Request.

2.10 Tender Validity Period

All Tenders will remain valid for:

PART TWO – READ AND KEEP THIS PART

- (a) a period of ninety (90) days from the Deadline; or
- (b) forty-five (45) days from the Principal's resolution for determining the outcome of this procurement process,

whichever is the later, unless extended on mutual agreement between the Principal and the Tenderer in writing.

2.11 Alternative Tenders

- (1) The term “**Alternative Tender**” within this Request shall mean:
 - (a) Tenders submitted and identified by a Tenderer as an “Alternative Tender”;
 - (b) Tenders submitted other than in accordance with the Requirements; or
 - (c) Tenders not submitted using the Tender Form.
- (2) All Alternative Tenders must be accompanied by a conforming Tender. Alternative Tenders will only be considered if accompanied by a conforming Tender.
- (3) 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 document must clearly specify wherever it fails to comply with the Requirements, and state the reasons for each non-compliance. It must demonstrate, in detail, how the Alternative Tender will benefit the Principal.
- (4) The Principal may in its absolute discretion reject any alternative Tender as a non-conforming Tender.

2.12 Tenders to Inform Themselves

- (1) Tenderers will be deemed to have:
 - (a) examined this 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 Requirements and of all matters and things necessary for the due and proper performance and completion of the work described therein;
 - (d) examined the Site and surroundings; and

PART TWO – READ AND KEEP THIS PART

- (e) satisfied themselves they have a full set of the Tender Documents and all relevant Annexures.

2.13 Warranties

By submitting a Tender, a Tenderer warrants that:

- (a) all information contained in the Tender is accurate;
- (b) the Tender is in all respects an independent Tender; and
- (c) in the preparation of the Tender, no collusion has taken place between the Tenderer and any other Tenderer or, except to the extent specifically disclosed in the Tender, between the Tenderer and any other interested party.

2.14 Joint Tenders

Where a Tender is lodged in the names of two or more persons or corporations, either by way of a joint venture, partnership or otherwise, irrespective of the relationship between the parties, each person or corporation shall be jointly and severally bound by the terms of the Tender and, if the Tender is accepted, shall be jointly and severally liable under any resulting agreement with the Principal.

2.15 Exclusion of liability

Tenderers acknowledge and agree that the Principal will not be liable to any Tenderer on the basis of promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this Request for Tender process including any circumstances where:

- (a) a tenderer is not invited to participate in any subsequent process following completion of this Request;
- (b) the Principal varies or terminates the Request;
- (c) the Principal decides not to contract for all or any of the Requirements; or
- (d) the Principal exercises or fails to exercise any of its other rights under or in relation to this Request.

2.16 Alterations

- (1) The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

PART TWO – READ AND KEEP THIS PART

- (2) The Principal may issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.
- (3) Any addendum will be issued through <https://mingenew.wa.gov.au/tenders/>, or such other appropriate means that will reasonably ensure that all potential Tenderers are given fair and equal access to information relating to this Request.
- (4) When an addendum is issued, Tenderlink.com will send a system generated email to the email address of all registered users who have original Request documentation, advising them of the issuance of an addendum.

2.17 Price Basis

The Principal is to receive tenders in which the tendered rates will remain fixed, unless other price variation provision is available in this Request documentation.

2.18 In House Tenders

The Principal does not intend to submit an in-house Tender.

2.19 Risk Assessment

- (1) 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 in the assessment of Tenders.
- (2) Tenderers may be required 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 satisfy the Requirements 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 any Tenderer concerning the financial information that the Tenderer is required to provide.
- (3) The financial assessment is specifically for use by the Principal for the purpose of assessing Tenders and will be treated as strictly confidential.

PART TWO – READ AND KEEP THIS PART

2.20 Tender Opening

- (1) Tenders will be opened in the Principal's offices at the same day of Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.
- (2) The names of the persons who submitted the Tender by the 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.

2.21 Rejection of Tenders

- (1) A Tender will be rejected without consideration in the event that:
 - (a) it is not submitted before the Deadline; or
 - (b) it is not submitted in the manner specified in the Request.
- (2) A Tender may be rejected without consideration in the event that it fails to comply with any Requirements of the Request.

2.22 Evaluation of Tenders

2.22.1 Clarification of Tenders

- (1) Following the receipt of Tenders, the Principal, in its absolute discretion, may:
 - (a) use any relevant information obtained in relation to a Tender (whether through this Request, previous experience with a Tenderer, it's nominated staff or sub-contractors or by independent inquiry) in the evaluation of Tenders;
 - (b) enter into discussions or negotiations for minor variations with any one or more Tenderers; and
 - (c) seek clarification or additional information from any Tenderer.
- (2) Tenderers must comply with any requests to provide additional information or clarification in relation to their Tender within the timeframe specified.
- (3) The Principal may include or exclude from consideration in the evaluation of Tenders any additional information provided by Tenderers, whether received in response to a request or otherwise.

2.22.2 Evaluation Team

The Tenders will be evaluated by an evaluation team, which may include external experts, as selected by the Principal in its absolute discretion.

PART TWO – READ AND KEEP THIS PART

2.22.3 Evaluation Stages

- (1) Unless otherwise determined by the Principal in its discretion, the evaluation process will have two consecutive stages comprising:
 - (a) Evaluation Stage One: Compliance Stage
 - (b) Evaluation Stage Two: Assessment Stageas described further below.

2.22.4 Evaluation Stage One: Compliance Stage

- (1) This stage will involve scrutinising the Tenders against compliance criteria referred in Part Five of this Request.
- (2) 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 further consideration. It is Tenderer's responsibility to ensure that all documents to support their response to Compliance Criteria are provided.
- (3) Tenderers who do not meet the compliance criteria may not be evaluated for the next stage of evaluation (Evaluation Stage Two – Selection Stage).

2.22.5 Evaluation Stage Two: Assessment Stage

- (1) This stage will involve scrutinising the Tenders against selection criteria referred in Part 5 of this Request.
- (2) A scoring system will be used as part of the assessment of the selection criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the relevant criterion. 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 selection criteria and in the overall assessment of value for money.
- (3) During the Assessment Stage the 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 where applicable.
- (4) Referees may also be contacted prior to the selection of the successful Tender.
- (5) Risk assessment of the Tenders will additionally form an integral part of the Assessment Stage.

2.23 Principal's Policies

The following policies of the Principal may also be considered in the Assessment Stage and may affect selection of a Tender:

Purchasing Policy
Regional Price Preference Policy

The Principal's policies are available at the following link:

<https://mingenew.wa.gov.au/wp-content/uploads/2021/07/Council-Policy-Manual-current-as-at-16-December-2020-NPP211528.pdf>

2.24 Acceptance of Tenders

- (1) The Principal may accept a Tender in whole or in part.
- (2) The Principal is not bound to accept the lowest price Tender or the highest ranked Tender according to the Selection Criteria and may decline to accept any Tender.

2.25 Notification and Formation of Contract

- (1) No Tender is to be deemed accepted until the Principal has notified the successful Tenderer in writing that its Tender has been accepted.
- (2) Upon acceptance of a Tender by the Principal, the completed Tender Documents and any correspondence between the successful Tenderer and the Principal in which the Principal gives written notice of its acceptance of any minor variation to the Specifications shall constitute the contract between the Principal and the Tenderer.
- (3) The successful Tenderer shall then be required to execute a formal agreement in the form included in **Annexure A** with seven (7) days of receipt of the notice of acceptance.
- (4) All Tenderers will be advised of the Tender outcome in writing by the Principal within ten (10) working days of a Tender being accepted by the Principal.

2.26 Intellectual Property

- (1) The Request and such intellectual property rights as may exist in the information contained in the Request shall remain the property of the Principal. A Tenderer is only permitted to use the Request for the purpose of preparing a Tender in response and for the purpose of conducting any contract negotiations with the Principal.
- (2) The Tenderer authorises the Principal, its officers, employees, agents and advisers to adapt, modify, disclose, reproduce or do anything else necessary (in the Principal's sole opinion) to the whole or any portion of the Tender for the purposes of:
 - (a) Tender evaluation;

PART TWO – READ AND KEEP THIS PART

- (b) negotiating and/or entering into a contract with any party for the delivery of the Principal's Requirements or similar requirements;
 - (c) managing a contract with a successful Tenderer (if any); or
 - (d) anything else related to the above purposes, including governmental and parliamentary auditing and reporting requirements.
- (3) 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 this procurement process, provided that the Tenderer is entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

2.27 Confidentiality

- (1) The Tenderer must keep confidential all information concerning the Principal, received as a result of, or in connection with, the submission of a Tender which the Principal has indicated to Tenderers is confidential or which Tenderers know or ought to know is confidential.
- (2) The Principal reserves the right to require that information concerning the Principal, received by a Tenderer as a result of, or in connection with, the submission of a Tender (and copies of such information) be either destroyed by the Tenderer or alternatively returned to the Principal at any time. The Principal may also require that the Tenderer provide evidence (in a form satisfactory to the Principal) that any Principal's requirements in this respect have been fully complied with.

2.28 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's councillors or 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 Tender submitted by the Tenderer from consideration.

2.29 Conflict of Interest

- (1) Tenderers must not place themselves in a position which may, or does give rise to a conflict of interest between themselves and the Principal during the Tender Process.
- (2) If any actual or potential conflict of interest with the Principal arises at any time during the Tender Process, the Tenderer is to immediately notify the Principal in writing.
- (3) In the event of an actual or potential conflict of interest the Principal may, in its absolute discretion:

PART TWO – READ AND KEEP THIS PART

- (a) resolve any actual or potential conflict of interest with a Tenderer; or
- (b) refuse to consider the Tender lodged by such a Tenderer; or
- (c) take any other action it considers appropriate.

2.30 Identify of the Tenderer

- (1) The identity of the Tenderer is fundamental to the Principal.
- (2) The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 – Tender Form and whose execution appears on the Tender Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.31 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 Tender.

2.32 Request for Debriefing

- (1) If requested to do so, the Principal will provide a debriefing for an unsuccessful Tenderer after either:
 - (a) a contract has been exchanged for the supply of the Requirements; or
 - (b) the Principal decides not to award a contract for the supply of the Requirements.
- (2) A Tenderer who would like a debriefing should contact the Contact Officer.

PART THREE – READ AND KEEP THIS PART

PART 3 SPECIFICATIONS

Please Refer to **Annexure B**: Technical Specification

PART 4 GENERAL CONDITIONS OF CONTRACT

PART A – GENERAL

4.1 Definitions

In this Contract, except where the context otherwise requires:

‘Approval’ means any certificate, licence, consent, permit, approval, authority or requirement of any Authority or any organisation having jurisdiction in connection with the provision of the Work under the Contract.

‘Australian Statistician’ means the person appointed as the Australian Statistician under the *Australian Bureau of Statistics Act 1975* (Cth) (and acting in that capacity).

‘Authority’ means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

‘Business Days’ means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

‘Clause’ means a clause of these General Conditions unless otherwise indicated.

‘Completion’ means that stage in the carrying out and completion of the Works when the Principal determines that the Works are complete and meet the requirements of this Contract except for Minor Defects and all certificates, documents, warranties, guarantees and other information which, in the Principal’s opinion, are essential for the use, operation and maintenance of the Works have been supplied to the Principal.

‘Completion Certificate’ means in relation to Works, a certificate issued by the Principal under **clause 4.63** evidencing the Date of Completion.

‘Completion Date’ means the date for Completion specified in the Contract Details.

‘Confidential Information’ means all of the Principal’s information which:

- (a) is disclosed or otherwise made available to, or acquired directly or indirectly by, the Contractor at any time;
- (b) relates to the Principal’s or any Local Government’s past, existing or future business, strategic plans or operations, finances, or customers (including any information that is derived from such information);
- (c) is in oral or visual form, or is recorded or stored in a Document, and includes this Contract,

but does not include information which:

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- (d) is or becomes generally and publicly available other than as a result of a breach of this Contract;
- (e) is in the possession of the Contractor without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
- (f) has been independently developed by the Contractor or acquired from a third party not the subject to a duty of confidence to the Principal.

‘Consequential Loss’ means any loss of production, loss of revenue, loss of profit, loss of business reputation, business interruptions, loss of opportunities, loss of anticipated savings or wasted overheads.

‘Construction Contracts Act’ means the *Construction Contracts Act 2004* (WA).

‘Construction Schedule’ means a written statement showing the dates by which, or the times within which, the various stages or portions of the works under contract are to be carried out or completed, which shall be deemed a Contract Document.

‘Consumer Price Index’ means the index published by the Australian Bureau of Statistics known as the table 2 index - 6401.0 (weighted average of eight cities for all groups) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

‘Contamination’ has the meaning given to “contaminated” in section 4 of the *Contaminated Sites Act 2003*.

‘Contract’ means the contract comprising:

- the Request;
- the Tender;
- all written variations and clarifications agreed by the Principal and the Tenderer;
- any letter of intention to award a contract to the successful Tenderer;
- the Letter of Acceptance;
- any Instrument of Agreement; and,
- the Purchase Order(s).

‘Contract Details’ means the contract information in **Schedule 1** to these General Conditions.

‘Contract Price’ means the prices or rates specified as such in the Contract Details but excluding any additions or deductions, which may be required to be made pursuant to this Contract.

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‘Contractor’ means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.

‘Contractor’s Personnel’ means any and all personnel engaged by the Contractor or a related body corporate, including its directors, officers, employees, agents, representatives, Subcontractors and any director, officer, employee, agent or representatives of any Subcontractor, and any other person engaged or employed by, or on behalf of, the Contractor.

‘Contractor’s Representative’ is the person named as such in the Contract Details or any replacement person notified to the Principal.

‘Contractor’s Technical Material’ means all Technical Material which is:

- (a) prepared, or required to be prepared, by or on behalf of the Contractor under this Contract;
- (b) delivered, or required to be delivered, by or on behalf of the Contractor to the Principal under this Contract; or
- (c) incorporated into Technical Material described in paragraph (a) or (b) of this definition.

‘Date of Completion’ means the date determined by the Principal’s Representative (acting reasonably) as the date upon which Completion was reached as may be evidenced in the Completion Certificate.

‘Defect’ means:

- (a) any error, deficiency, omission, non-conformity, fault, failure, malfunction, irregularity or other defect in the Work under the Contract; or
- (b) any aspect of the Work under the Contract which is not in accordance with the requirements of this Contract,

and **“Defective”** shall have a corresponding meaning.

‘Defects Liability Period’ means the period of time beginning on the Date of Completion and ending on the expiry of the time stated in the Contract Details.

‘Design Documents’ means the drawings, specifications and other design documents required by this Contract and created (or, where the context requires, to be created) by the Contractor for the delivery of the Works in accordance with the Requirements of this Request.

‘Dispute’ means any dispute or difference between the Parties arising in connection with the subject matter of this Contract.

‘Document’ includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program,

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computer record, drawing, specification, material or any other means by which information may be stored or reproduced.

‘Environment’ has the same meaning as under the *Environmental Protection Act 1986* (WA).

‘Force Majeure Event’ means any one of the following events which is beyond the control of a Party, could not have been reasonably foreseen by the affected Party and which prevents that Party from discharging an obligation under this Contract, which, in the case of the Contractor, is critical to the Contractor completing the Works by the Completion Date:

- (a) a civil war, insurrection, riot, fire, flood, explosion, earthquake, operation of the forces of nature of catastrophic proportion or an act of a public enemy;
- (b) a general strike or general industrial action of Western Australia wide application, which did not arise at the Contractor’s premises and has not been caused by the Contractor; or
- (c) the enactment of any statute or regulation by the parliaments of the Commonwealth of Australia or Western Australia, which the Contractor could not have been aware of prior to the execution of this Contract,

but is not an event which arises from any of the following:

- (d) a breach of a contract, including this Contract, or Law by the Contractor;
- (e) negligence by the Contractor relating to the performance of its obligations under this Contract;
- (f) an occurrence that is a risk assumed by the Contractor under this Contract;
- (g) a shortage or delay in the supply of Goods and/or Services required for the provision of the Work under the Contract; or
- (h) wet or inclement weather.

‘Framework Agreement’ means a Contract designated as such in the Contract Details.

‘Good Industry Practice’ means:

- (a) the exercise of that degree of skill, diligence, prudence and foresight that would reasonably be expected from a Professional Contractor;
- (b) compliance with applicable standards and codes being the standards and codes specified in the Contract or if not specified, the standards and codes as would be applied by a Principal in the circumstances; and
- (c) compliance with applicable Legal Requirements.

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'Goods' means any goods or materials supplied or required to be supplied in the provision of the Work under the Contract.

'GST' means goods and services tax applicable to any taxable supplies as determined under the GST Law.

'GST Law' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax and includes any subordinate legislation in respect of these acts.

'Insurance' means the insurances which the Contractor is required to obtain under **clause 4.40** and the Contract Details.

Insurance End Date means the Date of Completion or such other date as specified by the Principal.

'Intellectual Property Right' means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trade marks, designs, patents, inventions, semi conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time.

'Intended Purpose' means the intended purpose of the Work under the Contract as stated in this Contract or as could be reasonably inferred from this Contract by a Professional Contractor.

'Invoice' means an invoice which meets all the requirements of a valid tax invoice for GST purposes under the GST Law.

'Law' means:

- (a) any act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth and the State of Western Australia and any Local Government (including the Principal); and
- (b) any common or customary law and equity.

'Legal Requirement' means:

- (a) Laws;
- (b) Approvals;
- (c) Requisitions; and
- (d) fees and charges payable in connection with the foregoing.

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‘Liquidated Damages’ means the liquidated damages payable pursuant to **clause 4.17** in the amount described in the Contract Details.

‘Local Government’ means any local government established under the Local Government Act 1995 (WA) other than the Principal.

‘Loss’ means liability, loss, damage (of any nature, including aggravated and punitive), cost (including all litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, statutory or equitable compensation, demand, expense or proceeding or loss of any nature and of any kind whatsoever whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising including under any Legal Requirement or any Authority.

‘Minor Defects’ means Defects which do not prevent the Works from being reasonably capable of being used for their stated purpose and which can be rectified by the Contractor without prejudicing the convenient use of the Works by the Principal.

‘Order’ means a purchase order from the Principal to the Contractor which requires the supply of specific Work under the Contract under this Contract where this Contract is a Framework Agreement.

‘Person’ includes a natural person or persons, a corporation, a partnership, a board, a joint venture, an incorporated association, a government, a local government authority and an agency.

‘Party’ means the Principal and/or the Contractor (as the context requires).

‘Plant and Equipment’ means all materials, plant, equipment, tools, vehicles and machinery necessary and incidental to the performance of the Contractor’s obligations under this Contract.

‘PPS Law’ means the PPSA and any amendment made at any time to the *Corporations Act 2001* (Cth) or any other legislation as a consequence of the PPSA

‘PPSA’ means the *Personal Property Securities Act 2009* (Cth).

‘Principal’ means [*insert local government name*].

‘Principal’s Personnel’ means directors, employees, agents, contractors or subcontractors of the Principal but does not include the Contractor or the Contractor’s Personnel.

‘Principal’s Representative’ is the person named as such in the Contract Details or any replacement person notified to the Contractor.

‘Principal’s Technical Material’ means any Technical Material provided by the Principal to the Contractor for the purposes of this Contract, or which is copied or derived from Technical Material so provided.

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‘Professional Contractor’ means a contractor with skill and experience in, and the expertise and resources necessary to carry out and complete work of a similar nature to the Work under the Contract.

‘Progress Claim’ means a document in a form approved by the Principal evidencing the provision of the Works and which includes the information set out in the Contract Details.

‘RCTI Agreement’ means an agreement in the form provided by the Principal pursuant to which the Parties have agreed that the Principal will issue Recipient Created Tax Invoices in respect of all Goods and/or Services supplied in the provision of the Works.

‘Recipient Created Tax Invoice (or RCTI)’ has the meaning prescribed in the GST Law.

‘Requisition’ means any order, direction, requisition, notice or other requirement issued by an Authority in relation to the Work under the Contract or the Site;

‘Schedule of Rates’ means any schedule of rates included in the Tender accepted by the Principal.

‘Security’ means the security specified in Item 11 of the Contract Details.

‘Services’ means services required to be provided by the Contractor in undertaking the Work under the Contract.

‘Site’ has the meaning given in the Contract Details.

‘Special Conditions’ the additional contractual terms (if any) specified in Schedule 2 to these General Conditions.

‘Specification’ means the technical specification for the Work under the Contract contained in Part 3 of this Request.

‘Start Date’ has the meaning given in the Contract Details.

‘Subcontractor’ means any person engaged by the Contractor in connection with the provision of the Work under the Contract and includes consultants, subcontractors, suppliers and other contractors.

‘Tax’ means any income (including payroll), land, indirect and other taxes, excise, levies, imposts, deductions, charges, duties, compulsory loans and withholdings, including withholding payments, financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above, but does not include GST or stamp duty.

‘Technical Material’ includes plans, designs, drawings, engineering information, data, specifications, reports, processes, concepts, manuals, specifications, accounts and any other material specified in this Contract.

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‘Tender’ means the offer submitted by the Contractor to supply the Work under the Contract and includes associated documentation.

‘Tenderer’ means a Person who offers to deliver the Principal’s Requirements by submitting a Tender.

‘Variation’ means any change to the Work under the Contract, including any addition to, reduction in, omission from or change in the extent or quality of the Work under the Contract.

‘Variation Form’ means a notice substantially in the form set out in Schedule 3 under which the Principal has directed a Variation in accordance with clause 4.18.

‘Wilful Misconduct’ means any act or failure to act which was a deliberate and wrongful act or omission, or involved reckless disregard or wanton indifference to the likely consequences, including an intentional breach of this Contract.

‘Work under the Contract’ means all of the Goods (if any) and all of the Services (if any) and all of the Works (if any) the Contractor is required to provide, as specified in the Contract Details, in accordance with this Contract.

‘Works’ means any physical works to be carried out, completed and handed over by the Contractor in accordance with the Specification and this Contract, including Variations provided for by this Contract.

4.2 Interpretation

In this Contract (unless the context otherwise requires):

- (a) a reference to this Contract means this Contract as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to 'including', 'includes' or 'include' must be read as if it is followed by '(without limitation)';
- (c) a reference to 'approved' or 'approval' will be deemed to mean 'approved in writing' or 'approval in writing';
- (d) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (e) words in the singular include the plural and vice-versa;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any sub-ordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to any Party includes that Party’s executors, administrators, substitutes, successors and permitted assigns;

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- (h) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, calendar month, a calendar quarter or a calendar year;
- (i) headings are for convenience only and do not affect interpretation of this Contract;
- (j) a promise or undertaking on the part of 2 or more persons binds them jointly and severally; and
- (k) no rule of construction applies to the disadvantage of a Party on the basis that the Party drafted this Contract or any part of it.

4.3 Order of Precedence

To the extent of any inconsistency between the several parts of this Contract, the following parts are listed in order of precedence:

- (a) the Conditions of Tendering;
- (b) the Specifications;
- (c) the Special Conditions;
- (d) the General Conditions of Contract; and
- (e) the Tender Form.

4.4 Contractor's General Obligations

The Contractor agrees with the Principal:

- (a) to perform its obligations under this Contract in a competent and professional manner and to ensure that all staff employed by the Contractor and subcontractors to perform required work are appropriately qualified, skilled and supervised to ensure that the services are provided or the contract completed in a timely and satisfactory manner;
- (b) to comply with any reasonable requests by the Principal in relation to the performance of the Contractor's obligations;
- (c) to accept responsibility for all matters in connection with the employment of its staff including all insurance cover required by law; and
- (d) at its own expense comply with the Requirements of this Request and all relevant Legal Requirements.

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4.5 Representatives

- (1) Each Party must appoint a Representative who will be authorised to act on behalf of the relevant Party in relation to this Contract.
- (2) The Principal's Representative may exercise all of the Principal's rights and functions under this Contract (including giving directions), except in connection with terminating this Contract, or resolving a Dispute which is the subject of the Dispute resolution procedure in **clause 4.30** or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.
- (3) The Contractor's Representative is responsible for the quality, timeliness, cost and completion of the Work under the Contract in accordance with this Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

4.6 Notices

- (1) Any notice or other communication under this Contract shall be in legible writing, in English and shall be given or served by:
 - (a) hand delivery or prepaid post to the address of the recipient specified in this Contract or at such other address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified address;
 - (b) facsimile transmission to the facsimile number of the recipient specified in this Contract or at such other number as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified number; or
 - (c) email to the email address of the recipient specified in this Contract or at such other email address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified email address.
- (2) Any notice or other communication to or by a Party is regarded as being given by the sender and received by the addressee:
 - (a) if by delivery in person, when delivered to the address of the recipient;
 - (b) if by post, four Business Days from and including the date of postage;
 - (c) if by facsimile transmission, when a facsimile confirmation receipt is received indicating successful delivery; and
 - (d) if sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the recipient's email

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address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient),

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (recipient's time) it is regarded as received at 9.00am on the following Business Day.

- (3) In this **clause 4.6**, reference to a recipient includes a reference to a recipient's officers, agents or employees.

4.7 Complying with Legal Requirements

- (1) The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Contractor's performance of this Contract and the delivery of the Work under the Contract.
- (2) Without limiting in any way the generality of the foregoing, the Contractor shall identify and duly and punctually observe, perform and comply with the provisions of any Legal Requirements for workplace safety and health, including but not limited to the *Occupational Safety and Health Act 1984* (WA) and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.
- (3) If a Legal Requirement is inconsistent with a term of this Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Work under the Contract or the manner in which it must be undertaken, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and cost and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

4.8 Safety Obligations

- (1) The Contractor must perform all relevant functions and fulfil all relevant duties of an employer, occupier and all other obligations as a duty holder under all Legal Requirements applicable to workplace health and safety.
- (2) The Contractor must ensure that the Work under the Contract is undertaken and completed in a manner that is safe and without risks to any person, including by ensuring that the Contractor's Personnel undertake any work in a safe manner.
- (3) The Contractor must:
- (a) as soon as practicable, but in any event, within 24 hours, notify the Principal of any accident, incident, injury or property damage which occurs during delivery of the Work under the Contract and which is notifiable under any Legal Requirement; and

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- (b) provide the Principal with any further information when requested by the Principal.
- (4) The Contractor must provide all assistance reasonably requested by the Principal in connection with any workplace health and safety investigation related to this Contract or the provision of the Work under the Contract.
- (5) The Contractor must, at its cost, comply with any direction from the Principal to modify or stop any activity that the Principal considers breaches this **clause 4.8**.
- (6) In performing its obligations under this Contract, the Contractor must ensure the health, safety and welfare of the following people when they are on, or immediately adjacent to, the Site over which it has control:
 - (a) the Principal's Personnel;
 - (b) the Contractor's Personnel; and
 - (c) the public.
- (7) The Contractor must comply with any order, notice, direction or other requirement issued by WorkSafe WA in relation to the Work under the Contract or the Site.
- (8) The Contractor shall additionally comply with any Health and Safety Instructions to Contractors contained in this Request.

4.9 Assignment and Subcontracting

- (1) The Contractor shall not:
 - (a) assign this Contract, or any part thereof or any payment thereunder; or
 - (b) subcontract the whole or any part of this Contract,without the Principal's prior written approval, which may be withheld in the absolute discretion of the Principal.
- (2) The Principal's approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under this Contract.
- (3) The Principal may, without the Contractor's consent, assign or novate this Contract or assign any payment or any other right, benefit or interest under this Contract to another local government.

4.10 Compliance with directions

The Contractor must, and must ensure the Contractor's Personnel, comply with all directions given by the Principal's Representative or any person authorised by Law in connection with the performance of the Contractor's obligations and delivery of the Work under the Contract.

4.11 Indemnity

- (1) The Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss and other liabilities of any kind arising directly or indirectly from:
- (a) the Contractor undertaking the Works under the Contract;
 - (b) any breach of any warranty or any of the other terms and conditions of this Contract by the Contractor or the Contractor's Personnel;
 - (c) any Contamination;
 - (d) any Wilful Misconduct or a negligent act or omission of the Contractor or the Contractor's Personnel;
 - (e) any breach of a Legal Requirement;
 - (f) any breach of equitable duty, including breach of confidentiality or a breach of fiduciary duty; and
 - (g) any claim made by a third party against the Principal or the Principal's Personnel, to the extent that the claim arose out of the act or omission of the Contractor or the Contractor's Personnel,
- except to the extent of liability which is caused by the Wilful Misconduct or a negligent act or omission of the Principal or the Principal's Personnel.
- (2) The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this **clause 4.11**.

4.12 Intellectual Property Rights

- (1) The Contractor warrants that the Work under the Contract and any design, documents or methods of working provided by the Contractor does not infringe any Intellectual Property Right.
- (2) The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right.
- (3) All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the obligations under this Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.
- (4) Except as otherwise provided in this Contract, ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Work

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under the Contract and any documentation provided by the Contractor pursuant to this Contract vests in and shall remain vested in the Contractor.

- (5) All Ownership of the Principal's Intellectual Property Rights (other than third party Intellectual Property Rights) vests in and shall remain vested in the Principal.
- (6) The Contractor grants to the Principal an irrevocable, perpetual, worldwide, royalty free and transferrable licence to use and reproduce all Intellectual Property Rights associated with the Work under the Contract and any documentation provided pursuant to this Contract.

4.13 Orders

If this Contract is a Framework Agreement, the following sub-Clauses apply:

- (a) The Principal:
 - (i) may require the Contractor to provide Work under the Contract from time to time by giving the Contractor an Order; and
 - (ii) may order requirements of any one type or item of the Work under the Contract either in one single lot or instalments or in such quantities as may be required.
- (b) Within 5 Business Days after receipt of an Order the Contractor must give notice to the Principal if it:
 - (i) disagrees with any of the information and/or requirements contained in the Order, and include in the notice details of the aspects in which it disagrees with the information and/or requirements; or
 - (ii) recommends any change to any of the information and/or requirements contained in the Order and include in the notice the Contractor's reasons for the recommendation.
- (c) If the Contractor:
 - (i) gives notice pursuant to subclause (b), the Parties must attempt to agree on the information and requirements. Once the information and requirements have been agreed, the Principal must re-issue an Order containing the agreed information and requirements and the Contractor must perform its obligations under the Order in accordance with this Contract; or
 - (ii) does not give notice pursuant to subclause (b) the Contractor must perform its obligations under the Order in accordance with this Contract.

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- (d) If, pursuant to a notice issued under subclause (b), the Parties cannot agree on the Contract Price or any other information or requirements for an Order, the Principal, acting reasonably (and having regard to the Schedule of Rates to the extent applicable), may determine:
 - (i) the contract price applicable to that Order and such contract price will deemed to be the Contract Price for that Order; and
 - (ii) the other information and requirements of the Order provided that such information and requirements fall within the scope of, and do not breach, the Framework Agreement.
- (e) The Principal is not obliged to issue Orders or otherwise purchase Work under the Contract.
- (f) The Principal or the Principal's Representative may cancel any Order by providing written notice to the Contractor for any reason, but the Principal must pay for any part of the Work under the Contract undertaken prior to the date the cancellation is notified to the Contractor.

4.14 Conduct of Staff

The Contractor must ensure that the Contractor's Personnel:

- (a) conduct themselves towards members of the public in a civil and inoffensive manner;
- (b) do not seek or demand any fee, reward or gratuity in respect of the performance of the Works separate from or additional to the Contract Price payable to the Contractor;
- (c) perform the Works in a careful manner and with as little disturbance as is practicable;
- (d) do not cause any damage to any property; and
- (e) obey all relevant Acts, regulations and local laws.

4.15 Plant and Equipment

- (1) The Contractor must provide (at its cost) all Plant and Equipment, labour and haulage necessary for performance of the Contractor's obligations under this Contract.
- (2) The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with delivery of the Work under the Contract are of merchantable quality, comply with this Contract and all Legal Requirements, and are fit for their usual and intended purpose.

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- (3) The Contractor is responsible for any loss or damage to its Plant and Equipment sustained in the course of undertaking the Work under the Contract.

4.16 Time for Performance and Extensions of Time

- (1) The Contractor must achieve Completion of the Work under the Contract by the Completion Date. In this respect time shall be of the essence under this Contract.
- (2) Subject to subclauses (4), (5) and (6), if the Works are unlikely to be completed by the Completion Date the Contractor is entitled to an extension to the Completion Date if the delay is due to:
- (a) breach by the Principal of its obligations under this Contract;
 - (b) delay or disruption caused by the Principal or the Principal's Representative, but does not include any delay or disruption caused by the Principal or the Principal's Representative acting in accordance with this Contract;
 - (c) a Force Majeure Event occurring before the Completion Date;
 - (d) suspension of this Contract under **clause 4.19**, other than suspension of this Contract for breach of this Contract by the Contractor or the Contractor's Personnel; or
 - (e) a Variation being granted under **clause 4.18**.
- (3) The Contractor may only claim an extension to the Completion Date if the Contractor:
- (a) could not reasonably have been expected to foresee the delay at the date of signing this Contract;
 - (b) has taken all reasonable steps to mitigate the delay and the effect of the delay; and
 - (c) the Contractor or the Contractor's Personnel did not cause the delay, whether by breach of this Contract or otherwise.
- (4) The Contractor's claim for an extension to the Completion Date must:
- (a) be made within 10 Business Days (or any other period agreed in writing by the Parties) after the cause of delay has arisen; and
 - (b) include the facts on which the claim to the extension to the Completion Date is based.
- (5) If the Principal's Representative reasonably considers that:
- (a) the claim for an extension of time relates to an event listed in subclause (2); and

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(b) subclauses (3) and (4) have been satisfied,

the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time (or such other time agreed by the Parties) that an extension of time to the Completion Date is granted. The notice must include the period of extension granted by the Principal, which will be reasonable having regard to the nature of the event specified in subclause (2) (as determined by the Principal, acting reasonably).

(6) The Principal may by written notice to the Contractor direct an extension of time to the Completion Date at:

(a) any time that the Principal directs a Variation; or

(b) at any other time at the absolute discretion of the Principal,

notwithstanding that the Contractor has not submitted, and/or is not entitled to submit, a claim for an extension to the Completion Date. The Contractor acknowledges that the mechanism in this subclause (6) is a discretionary right of the Principal which may be exercised by the Principal for the sole benefit of the Principal and does not:

(c) impose any obligations on the Principal;

(d) to the maximum extent permitted by Law, give rise to any duty to act in good faith;

(e) in any way constitute a waiver or relaxation of any of the requirements under this **clause 4.16**; or

(f) entitle the Contractor to claim any Loss of whatever nature arising out of, or in connection with, any extension of time granted by the Principal in accordance with this subclause (6).

(7) If the Principal, acting reasonably considers that the Contractor is not entitled to an extension of time, the Principal's Representative must notify the Contractor within 10 Business Days (or any other period agreed in writing by the Parties) of receipt of the claim for extension of time that the Completion Date remains unchanged.

(8) If the Contractor fails to obtain approval of the Principal to a requested extension of time, the Contractor will have no entitlement to an extension of time of the Completion Date.

(9) If an extension of time is granted in accordance with this **clause 4.16**, provided that those costs are not also reimbursable pursuant to **clauses 4.18** or **4.19**, the Principal will reimburse the Contractor for any costs reasonably incurred and directly attributable to the delay, but without regard to overheads, profit or any other cost, loss, expense or damage.

4.17 Liquidated Damages

- (1) Subject to **clauses 4.16, 4.18 and 4.19**, if the Contractor does not perform or provide the Works by the Completion Date, the Contractor must pay to the Principal, Liquidated Damages for every day after the Completion Date to and including the earliest of:
 - (a) the date the Works achieve Completion; or
 - (b) termination of this Contract.
- (2) If an extension of time is granted in accordance with **clause 4.16** after the Contractor has paid or the Principal has set off the Liquidated Damages payable under subclause (1), the Principal shall repay to the Contractor such of those Liquidated Damages as represent the days the subject of the extension of time.
- (3) The payment of Liquidated Damages will not relieve the Contractor from any of its obligations and liabilities under this Contract.
- (4) Liquidated Damages shall become due upon the issue of a notice by the Principal setting out the amount of Liquidated Damages payable by the Contractor to the Principal.
- (5) The Principal may recover the amount of Liquidated Damages:
 - (a) on demand from the Contractor; or
 - (b) by deducting such amount from any amount owed to the Contractor by the Principal,after the lapse of the Completion Date.
- (6) The Contractor acknowledges that all sums payable by the Contractor to the Principal pursuant to this **clause 4.17** represent the Principal's genuine pre-estimate of the damages likely to be suffered by it if the Work under the Contract is not supplied and/or completed by the relevant Date for Completion and such sums shall not be construed as a penalty.

4.18 Variation

- (1) A direction to the Contractor to perform a Variation may only be effected in accordance with this **clause 4.18**.
- (2) If the Principal or the Principal's Representative requests the Contractor must prepare and submit a variation proposal addressing any proposed Variation ('Variation Proposal'). The Principal agrees to provide such further information as reasonably requested by the Contractor to enable the Contractor to prepare the Variation Proposal. The Contractor must submit the Variation Proposal to the Principal within

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five Business Days (or within such other period as the Parties agree) of the Principal's request for the proposal.

- (3) If a Variation requires the omission of Work under the Contract, the Principal's Representative may have the omitted Work under the Contract provided by others or not as the Principal sees fit.
- (4) The Variation Proposal must specify:
 - (a) the effect the Contractor anticipates the proposed Variation will have on the Completion Date and the Contract Price (if any); and
 - (b) any other relevant matters that might assist the Principal to make a decision regarding the Variation Proposal.
- (5) Following receipt of the Variation Proposal by the Principal, subject to subclause (2), the Parties must seek to agree on the price for the Variation and the impact of the Variation on the relevant Completion Date.
- (6) The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.
- (7) The Contractor acknowledges and agrees that, subject to subclause (10), the Principal or the Principal's Representative may direct the Contractor in accordance with subclause (13) to perform the Variation even if the Parties are unable to agree on the price for the Variation or the impact of the Variation on the relevant Completion Date.
- (8) The Contractor must not commence performing the proposed Variation unless and until the Principal or the Principal's Representative directs the Contractor in accordance with subclause (13).
- (9) If the Parties agree on the details in the Variation Form, the Principal will sign and issue the Variation Form and the Contractor will be entitled to be paid the agreed amount set out in the Variation Form once the Variation has been performed.
- (10) If the Parties are unable to agree on:
 - (a) the price for the Variation within 10 Business Days after the date of receipt of the Variation Proposal from the Contractor, the Variation must be valued by the Principal's Representative as follows:
 - (i) if this Contract prescribes rates or prices to be applied in respect of the Works, those rates or prices must be used; or
 - (ii) if subclause 10(a)(i) does not apply, using reasonable rates or prices, having regard to all circumstances which the Principal's Representative (acting reasonably) considers to be relevant; and

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- (b) the impact of the Variation on the Completion Date,
- then the Principal's Representative must determine a reasonable impact and amend the relevant Completion Date by notice in writing to the Contractor.
- (11) A Variation does not invalidate this Contract.
- (12) The Contractor may request that the Principal direct a Variation and the Principal or the Principal's Representative may, in its absolute discretion, direct a Variation under this **clause 4.18** or elect not to direct a Variation.
- (13) A direction is not a Variation unless a Variation Form has been signed by the Principal.

4.19 Suspending this Contract

- (1) The Principal or the Principal's Representative may, at any time and for any reason, suspend this Contract or any part of this Contract.
- (2) When the Contractor receives a written notice of suspension from the Principal or the Principal's Representative, the Contractor must suspend the performance of its obligations under this Contract until such time that the Principal or the Principal's Representative directs that this Contract is no longer suspended. At such time the Contractor must promptly recommence the performance of the Contractor's obligations under this Contract.
- (3) Where the suspension of this Contract is not a result of any default or action by the Contractor or the Contractor's Personnel, the Principal will reimburse the Contractor for the Contractor's verified reasonable additional costs incurred as a direct consequence of the suspension of this Contract. For the avoidance of doubt, such costs must not include Consequential Loss.
- (4) If the Principal or the Principal's Representative suspends this Contract or any part of it in accordance with subclause (1) (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Completion Date are extended by the period of that suspension.
- (5) The remedies set out in subclauses (3) and (4) are the Contractor's sole and exclusive remedy in respect of the Principal suspending this Contract.

4.20 Warranties

The Contractor shall obtain all warranties specified in this Contract including any warranties that are obtained by any Subcontractor, and shall ensure that the Principal will have the benefit of the warranties.

4.21 Variation to Contract Terms

None of the terms of this Contract shall be varied, waived, discharged or released either under any Legal Requirement, except by the express written agreement of the Principal.

4.22 Price Basis

- (1) Unless stated elsewhere in this Request, the Contract Price for the Work under the Contract shall be fixed for the term of the Contract and not subject to rise and fall.
- (2) The Contract Price for the Work under the Contract should be stated in the following terms:
 - (a) price excluding Goods and Services Tax (GST);
 - (b) Goods and Services Tax amount; and
 - (c) total price including GST.
- (3) Where no stipulation is made as to GST, the Contract Price shall be deemed to include GST, unless clarification is provided to the Principal by the Tenderer prior to acceptance of Tender.
- (4) Unless otherwise indicated the Contract Price shall include all disbursements, allowances, sites visits, printing, plotting, delivery, and all applicable fees, levies, duties, taxes and charges. Any charge not stated in the Tender as being additional, and accepted by the Principal as such, will not be allowed as a charge for any transaction under any resultant Contract.

4.23 Currency

In this Contract, a reference to “\$” or “dollars” is a reference to Australian dollars.

4.24 Payment and Invoicing

- (1) Subject to **clause 4.48**, in consideration of the Contractor providing the Work under the Contract the Principal shall pay to the Contractor the Contract Price in accordance with this clause.
- (2) As soon as reasonably practicable following the end of each calendar month (or as otherwise agreed by the Parties), the Contractor must provide to the Principal a Progress Claim or if the Principal directs, an Invoice.
- (3) A Progress Claim and any Invoice must include all details set out in the Contract Details.
- (4) Upon approval of a Progress Claim or Invoice by the Principal:

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- (a) if the Contractor has entered into an RCTI Agreement, the Principal will, generate a Recipient Created Tax Invoice. References to 'Invoice' in the remainder of this clause should be taken to include RCTI where applicable; or
 - (b) if the Contractor has not entered into an RCTI Agreement, the Contractor will submit an Invoice, in respect of the Work under the Contract that is the subject of the approved Progress Claim or Invoice.
- (5) Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Progress Claims or Invoices that comply with subclause (3) within 20 Business Days (or such other period as the Principal's Representative and Contractor agree) of their generation or receipt (as the case may be), except where the Principal:
 - (a) is required by any Legal Requirement to pay within a shorter time frame, in which case the Principal must pay within that time frame;
 - (b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor; or
 - (c) disputes the Progress Claim or Invoice, in which case:
 - (i) to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Progress Claim or Invoice pending resolution of the Dispute; and
 - (ii) if the resolution of the Dispute determines that the Principal must pay an amount to the Contractor, the Principal must pay that amount upon resolution of that Dispute.
- (6) A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Work under the Contract the subject of the Progress Claim or Invoice was to the satisfaction of the Principal, but will only be taken to be payment on account.
- (7) Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid this Contract.
- (8) The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

4.25 Confidential Information and Publicity

- (1) The Contractor must not advertise, publish or release to the public:
 - (a) any Confidential Information; or

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- (b) other information concerning the Work under the Contract, or this Contract, without the prior written approval of the Principal.
- (2) The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Principal:
 - (a) use Confidential Information except as necessary for the purposes of fulfilling its obligations under this Contract; or
 - (b) disclose the Confidential Information:
 - (i) other than (to the extent they require the information to enable the Contractor to fulfil its obligations under this Contract) to the Contractor's legal advisors, accountants or auditors; or
 - (ii) where disclosure is required by Law (including disclosure to any stock exchange).
- (3) The rights and obligations under this **clause 4.25** continue after the Completion Date Date.

4.26 Goods and Services Tax

- (1) Any reference in this Clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (2) Unless expressly included, the consideration for any supply made under or in connection with this Contract does not include an amount on account of GST in respect of the supply ('**GST Exclusive Consideration**') except as provided under this Clause.
- (3) Any amount referred to in this Contract (other than an amount referred to in subclause (8)) which is relevant in determining a payment to be made by one of the Parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- (4) To the extent that GST is payable in respect of any supply made by a Party ('Supplier') under or in connection with this Contract, the consideration to be provided under this Contract for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the relevant part of the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- (5) The recipient must pay the additional amount payable under subclause (4) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.

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- (6) The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under subclause (4) or at such other time as the Parties agree.
- (7) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Contract the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under subclause (5), the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- (8) If one of the Parties to this Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Contract, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the Party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with subclause (4).

4.27 Consequential Loss

In relation to Consequential Loss:

- (a) subject to **clause 4.11** and subclause (b) but notwithstanding any other clause, neither Party will be liable to the other Party in any circumstances for any Consequential Loss, to the extent permitted by Law; and
- (b) subclause (a) does not exclude liability of the Contractor for Consequential Loss, if, but for subclause (a) the Contractor would have insurance cover for that Consequential Loss under an Insurance.

4.28 Force Majeure Event

- (1) A Party must give timely notice to the other Party of any Force Majeure Event that precludes the Party (whether partially or wholly) from complying with its obligations under this Contract ('Affected Obligations') and must either:
 - (a) to the extent practicable, specify in the notice the length of delay in the Completion Date that will result from the Force Majeure Event; or
 - (b) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the Principal with periodic supplemental notices during the period over which the Force Majeure Event continues.
- (2) The Party's obligation to supply the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.

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- (3) The Parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- (4) If a Force Majeure Event continues to affect the supply of any Goods and/or Services or construction of the Works for a continuous period of 180 days, the Principal may terminate this Contract by serving written notice on the Contractor and neither Party has liability to the other except in respect of any event arising prior to the date of this Contract being terminated.

4.29 Damage to Property

- (1) If the Contractor or the Contractor's Personnel damage property, including property on or adjacent to the Site, the Contractor must promptly:
 - (a) make good the damage; and
 - (b) pay any compensation which the Contractor is required to pay under the Contract or under any Legal Requirement.
- (2) If the Contractor fails to comply with an obligation under subclause (1), the Principal may, in addition to any other remedy which the Principal may have, perform or have performed that obligation on the Contractor's behalf and any cost incurred by the Principal will be a debt due and payable by the Contractor.

4.30 Settlement of Disputes

- (1) In the event of a Dispute either Party may deliver a written notice to the other Party that identifies the Dispute ('**Notice of Dispute**').
- (2) The Party that delivers the Notice of Dispute should also provide enough information about the Dispute for the other Party to reasonably understand the:
 - (a) alleged facts on which the claim is based;
 - (b) legal basis on which the claim is made; and
 - (c) relief that is claimed.
- (3) Within 10 Business Days of a Notice of Dispute being delivered, the receiving Party must deliver a written response to the other Party stating:
 - (a) its position in relation to the Dispute; and
 - (b) the basis for its position.
- (4) Within 10 Business Days of receipt of the response referred to in subclause (3), the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to this Contract.

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- (5) If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with subclause (4), either Party may initiate proceedings in a court of competent jurisdiction.
- (6) Either Party may, with the agreement of the other Party, at any time, refer the Dispute to an appropriate independent expert, agreed to by the Parties, for examination and report as to their compliance with this Contract. The decision of the expert shall be final and binding upon both Parties, and the expense of such reference shall be paid by the unsuccessful Party.
- (7) The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience agreed between the parties. Failing agreement, the matter in dispute must be determined under the provisions of the *Commercial Arbitration Act 2012*.
- (8) The independent expert's or arbitrator's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.
- (9) Except to enforce this clause, or to seek an urgent interim determination, a party must not commence or maintain an action by way of legal proceedings relating to the dispute until it has been dealt with as provided in this clause.

4.31 Termination of Contract

- (1) If a Party breaches or repudiates this Contract, nothing in this Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under this Contract or under any applicable Legal Requirement.
- (2) The Principal may, in its absolute discretion, and without being obliged to give any reasons, terminate this Contract at any time by giving not less than 10 Business Days written notice to the Contractor. The Principal shall pay to the Contractor:
 - (a) the amount due to the Contractor evidenced by all unpaid Invoices and approved Progress Claims; and
 - (b) the cost of materials and equipment reasonably ordered by the Contractor for the construction of the Works or provision of the Goods and/or Services and which the Contractor is liable to accept, but only if they will become the Principal's property on payment,and shall have no further liability to the Contractor.
- (3) If the Contractor:
 - (a) subject to **clause 4.28**, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in this Contract and such failure continues for a period of 14 days (or such other

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period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe, perform and comply with such term, condition or stipulation or otherwise to remedy the breach;

- (b) **(being a corporation)** goes into liquidation (except for the purpose of reconstruction or amalgamation of which the Contractor has given the Principal 5 Business Days prior written notice of such reconstruction or amalgamation) or is otherwise dissolved or if a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is appointed or if the Contractor enters into any composition or scheme of arrangement with its creditors or if an inspector or like official is appointed to examine the affairs of the Contractor or the Contractor enters into voluntary or other external administration;
- (c) **(being a natural person)** commits an act of bankruptcy or if an order is made for the sequestration in bankruptcy of the estate of the Contractor, or if the Contractor assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors;
- (d) assigns or subcontracts this Contract or any part thereof without the prior written consent of the Principal;
- (e) or any Contractor's Personnel, are found guilty of any criminal act related to the Goods and/or Services that may bring the Principal into disrepute;
- (f) includes in its Tender any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
- (g) or the Contractor's Personnel:
 - (i) cause a safety issue, condition or any risk to health in breach of this Contract; and
 - (ii) the Contractor, within 5 Business Days of a notice from the Principal advising the Contractor that it has caused a safety issue, condition or any risk to health in breach of this Contract, does not show cause to the Principal's satisfaction why the Principal should not end this Contract,

then the Principal may by notice in writing to the Contractor immediately terminate this Contract and thereafter the Principal may engage or contract with any person or corporation other than the Contractor to perform and complete this Contract.

- (4) The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the matters referred to in

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subclause (3) and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.

- (5) When this Contract is terminated, the Contractor must promptly return to the Principal any of the Principal's property or documents which the Principal owns or in which the Principal has an interest.
- (6) The termination of this Contract does not affect:
 - (a) any rights of the Parties accrued before the Completion Date; and
 - (b) the rights and obligations of the Parties under this Contract which, expressly or by implication from its nature, are intended to continue after the End Date.

4.32 Waivers and Amendments

- (1) This Contract may only be amended, or its provisions waived, in writing by the Parties.
- (2) No forbearance, delay or indulgence by the Principal in enforcing the provisions of this Contract shall prejudice, restrict or limit the rights of that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

4.33 No Fettering of Principal's Powers

It is acknowledged and agreed that this Contract does not fetter or restrict the power or discretion of the Principal in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Contractor.

4.34 Counting of Days

Where under any provision of this Contract any notice is to be given, any payment made or anything else must be done in a stated period of days, the stated number of days will exclude Saturdays, Sundays and public holidays. The days comprising any period of days computed in accordance with this clause are deemed to be consecutive if interrupted only by days which are not to be taken into account under this clause.

4.35 No Partnership or Relationship

- (1) Nothing in the Contract shall be deemed to constitute a relationship between the Principal and the Contractor, or any employee of the Contractor, other than the relationship of principal and independent contractor (or principal of an independent contractor and the employee of such a contractor as the case may be).
- (2) Without limiting the generality of subclause (1), the Contract shall not be construed as creating between the Principal and the Contractor, or between the Principal and any employee of the Contractor, a relationship of:
 - (a) master and servant;

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- (b) principal and agent; or
 - (c) employment or trust.
- (3) The Contractor must not hold itself, or its employees or agents, out to be employees or agents of the Principal, and the Contractor indemnifies the Principal, and must keep the Principal indemnified against any Claim incurred as a result of doing so.

4.36 Entire Agreement

- (1) To the extent permitted by Law, this Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of this Contract.
- (2) To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Principal in respect of the Works, those terms and conditions will be of no legal effect and will not constitute part of this Contract.

4.37 Rights and Remedies

The Principal may exercise the rights herein conferred in addition to all or any other rights or remedies which the Principal shall or may be entitled to against the Contractor whether under a Legal Requirement or this Contract.

4.38 Reporting

The Contractor must keep the Principal fully informed on all aspects of the delivery of the Works and must supply on request:

- (a) progress reports on the performance of the Contractor's obligations in such detail as will allow the Principal to ascertain whether such is in conformity with this Contract; and
- (b) the Contractor's Technical Material, reports, data and a detailed supply program, relating to the Works under the Contract.

4.39 Agency

The Contractor must not:

- (a) hold itself out as being an agent of the Principal or being in any other way entitled to make any contract on behalf of the Principal or to bind the Principal to the performance, variation, release or discharge of any obligation; or

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- (b) hold out its employees or agents, or allow its employees or agents to hold themselves out, as being employees or agents of the Principal.

4.40 Insurance

4.40.1 General requirements

- (1) The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurance:
 - (a) on the terms and conditions set out in this clause and otherwise on terms acceptable to the Principal; and
 - (b) from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency and approved by the Principal which either:
 - (i) carry on business in Australia and are authorised by the Australian Prudential Regulation Authority; or
 - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia. Any limitations regarding this requirement must be notified and agreed to by the Principal.
- (2) The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.
- (3) Without limiting subclause (1), the Contractor must:
 - (a) pay all premiums and all deductibles applicable to the Insurance when due; and
 - (b) promptly reinstate any Insurance required under this **clause 4.40** if it lapses or if cover is exhausted.
- (4) To the extent available at the times of placement and each renewal, each Insurance must:
 - (a) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
 - (b) come into effect on or before the Start Date and be maintained until the Insurance End Date;
 - (c) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;

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- (d) provide, where the Principal is entitled to cover under the Insurance, that any breach of the conditions of that Insurance by an insured other than the Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance; and,
 - (e) state that it is governed by the Laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction in any dispute under the policy.
- (5) The effecting and maintaining of the Insurance by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under this Contract.
- (6) The Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance.
- (7) The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.
- (8) The Contractor must ensure that its subcontractors are insured as required by this **clause 4.40**, as appropriate (including as to amounts of insurance and type of insurance) given the nature of work to be performed by them, as if they were the Contractor.
- (9) The Contractor must, on or prior to the Start Date and otherwise when requested by the Principal, promptly satisfy the Principal that each Insurance it is required to procure and maintain under this Contract is current by providing to the Principal current and updated Certificates of Insurance or the terms and conditions (including schedules) of the Insurances, to demonstrate compliance with this Contract. Nothing in this clause will be construed as providing the Principal with notice of the contents of any policy and must not be raised as a defence to any claim by the Principal against the Contractor.
- (10) If the Contractor fails to procure and maintain the Insurance in accordance with this Contract, the Principal may, but is not obliged to procure and maintain any such Insurance and the cost of doing so will be a debt due and immediately payable from the Contractor to the Principal.
- (11) Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.
- (12) The Contractor must:
 - (a) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with this Contract under any of the Insurances, except claims which the Principal may have against the Contractor; and

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- (b) where relevant provide all such assistance to the Principal as may be required for the preparation and negotiation of insurance claims.
- (13) The Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under the indemnities referred to in this Contract. In addition, the Parties acknowledge that if a claim is made under an Insurance policy by the Principal, it is their intention that the insurer cannot require the Principal to exhaust any indemnities referred to in this Contract before the insurer considers or meets the relevant claim.
- (14) The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to this Contract in accordance with AS/NZS 4360-2004 Risk Management.
- (15) Insurances shall be provided in the amount and in accordance with any details stipulated in the Contract details and otherwise in accordance with this **clause 4.40**.

4.40.2 Public liability insurance

- (1) Unless otherwise stipulated by the Principal, the Contractor must maintain public liability insurance. The public liability policy must:
 - (a) be endorsed to note the Principal for their respective rights and interests in relation to this Contract;
 - (b) be for an amount of not less than \$50 million for any one event and unlimited in the amount of occurrences;
 - (c) include a cross liability endorsement extending the policy to operate in the same manner as if there was a separate policy of insurance covering each Party insured (without increasing the deductibles or reducing the overall limit of indemnity);
 - (d) cover the liability of the Contractor, the Contractor's Personnel and the Principal in respect of:
 - (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers compensation policy),arising out of or in connection with the performance of this Contract by the Contractor; and
 - (e) be endorsed:

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- (i) to cover the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Contract;
- (ii) to cover sudden and accidental pollution; and
- (iii) to provide waiver of subrogation in favour of the Principal in relation to this agreement where the Principal is not a named insured.

4.40.3 Workers compensation insurance

- (1) The Contractor shall insure against statutory and common law liability for death of or injury to persons employed by the Contractor. The insurance cover shall be obtained prior to the Start date and shall be maintained until completion of all Work under the Contract. The insurance policy or policies shall be extended to provide indemnity for the Principal's statutory liability to the Contractor's employees.
- (2) In the event that the Contractor is a sole trader and no workers compensation policy is in place, the contractor must insure against the loss of income and illness by the purchase of income protection or salary continuance policy.

4.40.4 Professional indemnity insurance

- (1) Unless otherwise stipulated by the Principal, the Contractor must maintain professional indemnity insurance. The professional indemnity policy must:
 - (a) be for not less than \$5M in respect of any one claim and not less than \$5M in the aggregate for all claims arising in any one 12 month period of insurance;
 - (b) include one full automatic reinstatement of the limit of liability;
 - (c) cover liability arising from any act or omission in connection with or arising out of the professional activities and duties under this Contract; and
 - (d) cover claims in respect of this Contract under the *Competition and Consumer Act 2010* (Cth), *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.

4.40.5 Works insurance

- (1) The Contractor in the joint names of the Contractor, the Principal and all sub-contractors (insured) for their respective rights and interests must have or effect insurance under a contractors all risk insurance policy or policies which must cover the whole of the Works including any associated temporary works and including material incorporated or to be incorporated in there, the property of the insured or for which they are responsible and while on or adjacent to the Site regarding loss,

PART FOUR – READ AND KEEP THIS PART

destruction or damage of or to the property insured for the full reinstatement and replacement cost.

- (2) The sum insured must consider the full Contract Sum with an amount for escalation costs as incurred during any period of reinstatement and replacement during the period up to the Date of Completion of the Works.

4.41 Industrial Awards

- (1) With respect to all work done in Western Australia under this Contract, the Contractor shall observe, perform and comply in all material respects with all relevant industrial awards, industrial agreements and orders of courts or industrial tribunals applicable to the Work under the Contract.
- (2) Failure by the Contractor to comply with subclause (1) hereof shall entitle the Principal by notice in writing to the Contractor to immediately terminate this Contract, but without prejudice to any other rights or remedies of the Principal.

4.42 Governing Law

This Contract and any dispute arising out of or in connection with it or its subject matter or formation including non-contractual disputes shall be governed by, construed and take effect in accordance with the Laws of the State of Western Australia and the Parties hereby irrevocably agree that the courts of the State of Western Australia will have exclusive jurisdiction to settle any dispute that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes).

4.43 Proportionate Liability

Each Party agrees that Part 1F of the *Civil Liability Act 2002* (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with:

- (a) this Contract; and
- (b) any of the Contractor's Subcontractors or the Subcontractor's personnel.

4.44 Construction Contracts Act

- (1) The Contractor must promptly and without delay, give the Principal's Representative a copy of any written communication of whatever nature in relation to the Construction Contracts Act that the Contractor gives to the Principal or receives from a Subcontractor.
- (2) If the Principal's Representative becomes aware that a Subcontractor engaged by the Contractor is entitled to suspend or has suspended work pursuant to the Construction Contracts Act, the Principal may in its absolute discretion pay the

PART FOUR – READ AND KEEP THIS PART

Subcontractor such money that may be owing to the Subcontractor in respect of that work and any amount paid by the Principal will be a debt due from the Contractor to the Principal.

- (3) The Contractor must ensure that none of its subcontracts contain terms which are prohibited by the *Construction Contracts Act*.

4.45 Personal Property Securities Act

- (1) For the purposes of this **clause 4.45**:
- (a) the 'Principal's Personal Property' means all personal property the subject of a security interest granted under this Contract; and
 - (b) words and phrases used in this **clause 4.45** that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.
- (2) If the Principal determines that this Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:
- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
 - (b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
 - (c) enabling the Principal to exercise rights in connection with the security interest.
- (3) The Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.
- (4) The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:
- (a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; or
 - (b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.

PART FOUR – READ AND KEEP THIS PART

- (5) The Contractor must not:
- (a) create any security interest or lien over any of the Principal's Personal Property whatsoever (other than security interests granted in favour of the Principal);
 - (b) sell, lease or dispose of its interest in the Principal's Personal Property;
 - (c) give possession of the Principal's Personal Property to another person except where the Principal expressly authorises it to do so;
 - (d) permit any of the Principal's Personal Property to become an accession to or commingled with any asset that is not part of the Works; or
 - (e) change its name without first giving the Principal 15 Business Days' notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.
- (6) Everything the Contractor is required to do under this **clause 4.45** is at the Contractor's expense.
- (7) Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other Party authorises, the disclosure of such information. This **clause 4.45** does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

4.46 Application of this Contract

This Contract applies to the performance of the Contractor's obligations under this Contract whether performed before, on or after the Start Date.

4.47 Restructure of the Principal

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined the Principal or the successors of the Principal under the restructure.

4.48 Deduction of Charges or Debts

- (1) Without limiting the Principal's rights under this Contract any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal and if such moneys are insufficient for this purpose, then from the Contractor's security or retention under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

PART FOUR – READ AND KEEP THIS PART

- (2) The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

4.49 Environmental Activities

Without limiting **clause 4.7**, the Contractor must in providing the Work under the Contract:

- (a) ensure that any Work under the Contract affecting the Environment is carried out in accordance with the *Local Government Act 1995* (WA) or other relevant Legal Requirements, including the *Environmental Protection Act 1986* (WA); and
- (b) complies with all Approvals and conditions of such Approvals.

4.50 Severability

In the event any part of this Contract is held by a court of law to be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) severed from this Contract to the extent of the invalidity or unenforceability,

and the remainder of this Contract shall not be affected by such invalidity or unenforceability.

PART B – Works

4.51 Performance

- (1) The Contractor must at its cost perform and complete the Works (including all design, mobilisation and demobilisation) by the Completion Date and in accordance with:
- (a) this Contract;
 - (b) Good Industry Practice; and
 - (c) all Legal Requirements.
- (2) The Contractor must ensure that the Works when Completed will be fit for the Intended Purpose and in accordance with the Requirements including the Specifications of this Request.

PART FOUR – READ AND KEEP THIS PART

- (3) The Contractor must provide all labour, tools, plant, materials and services for the proper completion of the Works to ensure completion with all due expedition. The Contractor must remain responsible for all construction techniques, methods, sequences and procedures.
- (4) Unless otherwise provided in the Contract, the Contractor shall use suitable new materials and proper and tradesmanlike workmanship in constructing the Works.

4.52 Site Risks

- (1) The Contractor warrants that before the Start Date the Contractor has had access to the Site, carried out its own inspections of the Site and the Environment, and has conducted its own enquiries in order to establish, understand and satisfy itself as to the nature and status of:
 - (a) the Site and the Environment; and
 - (b) all risks and contingencies associated with the Site and the Environment,or has chosen not to carry out any inspections or conduct its own enquiries, as the case may be, in which case the Contractor acknowledges that there will be no adjustment to the Contract Price or Completion Date, except as expressly stated in this Contract.
- (2) The Contractor accepts sole responsibility for, and assumes the risk of, all Loss, delay and disruption arising out of the physical conditions and characteristics of the Site and the Environment.
- (3) Without limiting subclauses (1) and (2), the Contractor accepts sole responsibility for, and assumes the risk of, all Loss, delay and disruption arising out of, or in connection with, all Contamination in, under or around the Site and the Environment which came into existence after the Start Date.

4.53 Protection of People and Property

- (1) The Contractor shall in undertaking the Works:
 - (a) take all measures necessary to protect people and property;
 - (b) avoid unnecessary interference with the passage of people and vehicles; and
 - (c) prevent nuisance and unreasonable noise and disturbance.
- (2) If the Contractor damages property, the Contractor shall promptly rectify the damage at its own cost and pay any compensation which the law requires the Contractor to pay.

PART FOUR – READ AND KEEP THIS PART

- (3) If the Contractor fails to comply with an obligation under this clause, the Principal, after the Principal's Representative has given reasonable written notice to the Contractor and in addition to the Principal's other rights and remedies, may engage a third party contractor to undertake any required works. The cost thereby incurred shall be reimbursed by the Contractor to the Principal.
- (4) If urgent action is necessary to protect the Works, other property or people and the Contractor fails to take the action required, in addition to any other remedies of the Principal, the Principal's Representative may undertake the necessary action. The costs of such remedial actions undertaken by the Principal shall be reimbursed from the Contractor to the Principal and may be deducted from any payments due to the Contractor or from retention or security monies.

4.54 Contractor Warranties

The Contractor represents and warrants to the Principal that the Contractor will:

- (a) at all times, be suitably qualified and experienced, and must exercise the skill, care and diligence to be expected of a Professional Contractor in the delivery and Completion of the Works (including all design);
- (b) develop and complete the Design Documents so that the Design Documents are accurate, suitable, appropriate and adequate for the Intended Purpose taking into account the Site and the Environment; and
- (c) perform and complete the Works in accordance with the Design Documents so that when completed, the Works will be fit for the Intended Purpose and be in accordance with this Contract.

4.55 Access to Site

4.55.1 Possession

- (1) The Principal shall, before the Start Date, give the Contractor possession of sufficient area of the Site for commencement of the Works on the Site. If the Principal has not given the Contractor possession of the whole Site, the Principal shall give the Contractor possession of such further portions of the Site as may, from time to time, be necessary for carrying out the Works.
- (2) Possession of the Site shall confer in the Contractor a right to only such use and control of the Site as is necessary to enable the Contractor to carry out Work under the Contract and shall exclude camping, residential purposes and any purpose not connected with the Work under the Contract, unless approved by the Principal's Representative.

4.55.2 Access for the Principal and Others

PART FOUR – READ AND KEEP THIS PART

- (1) The Principal and the Principal's Personnel may at any time after written or verbal notice to the Contractor, have access to any part of the Site for any purpose. The Contractor shall permit persons engaged by the Principal to carry out work on the Site other than the Works and shall cooperate with them. The Principal shall give to the Contractor the names and roles of the persons so engaged.
- (2) The Contractor shall at all reasonable times give the Principal's Representative access to the Works.
- (3) The Principal shall ensure that none of the persons referred to in this subclause impedes the Contractor.

4.55.3 Minerals, fossils and other relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value, found on the site shall be and remain the property of the Principal. Immediately upon the discovery of these things the Contractor shall:

- (a) take precautions to prevent their loss, removal or damage; and
- (b) give the Principal written notice of the discovery.

4.55.4 Compliance with heritage requirements

- (1) Where the Principal has notified the Contractor that the works are subject to section 18 of the *Heritage of Western Australia Act 1990* conditions, or other requirements, the Contractor shall comply with these requirements.
- (2) All costs so incurred by the Contractor shall be assessed by the Principal and added to the Contract Price, except for any requirements already included in the Specifications.

4.56 Setting out the Works

4.56.1 Setting Out

The Principal shall give the Contractor the data, survey marks and like information necessary for the Contractor to set out the Works, together with those survey marks specified in the Contract. Thereupon the Contractor shall set out the Works in accordance with the Contract.

4.56.2 Errors in Setting Out

- (1) The Contractor shall rectify every error in the position, level, dimensions or alignment of any Works after promptly notifying the Principal and unless the Principal within 3 days directs otherwise.

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- (2) If the error was caused by incorrect data, survey marks or information given by the Principal, the cost incurred by the Contractor in rectifying the error shall be assessed by the Principal and added to the Contract Price.

4.56.3 Care of Survey Marks

- (1) The Contractor shall keep in their true positions all survey marks supplied by the Principal.
- (2) The Contractor shall reinstate any survey mark disturbed, after promptly notifying the Principal and unless the Principal's Representative within 3 days directs otherwise.
- (3) If the disturbance was caused by the Principal, its agent, or representative, the cost incurred by the Contractor in reinstating the survey mark shall be assessed by the Principal's Representative and added to the Contract Price.

4.57 Construction Schedule

- (1) The Contractor shall give the Principal reasonable advance notice of when the Contractor needs information, materials, documents or instructions from the Principal.
- (2) The Principal and the Principal's Representative shall not be obliged to give any information, materials, documents or instructions earlier than the Principal or Principal's Representative, as the case may be, should reasonably have anticipated at the date of acceptance of tender.
- (3) The Principal's Representative may direct in what order and at what time the various stages or portions of the Works shall be carried out. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall give the Principal's Representative written notice with the reasons.
- (4) The Contractor shall give the Principal a construction schedule for completion of the Requirements within 10 days of commencement of the Contract. The construction schedule shall show the dates by which, or the times within which, the various stages or portions of the works under contract are to be carried out or completed and shall be deemed a Contract document. The construction schedule shall include times for inspection of the Works by the Principal and the Contractor shall provide sufficient notice to the Principal's Representative to allow Principal's reasonable time to arrange inspections.
- (5) The Contractor shall not, without reasonable cause, depart from the construction schedule.

4.58 Hours of Work

Work hours shall be agreed with the Shire and the Superintendent's Representative.

4.59 Responsibility for the Works

The Contractor shall be responsible for care of the Works, and for any plant or equipment brought onto the Site by a Subcontractor, from the Start Date until the Date of Completion, at which time responsibility for the care of the Works shall pass to the Principal. If loss or damage occurs to the Works during the period for which the Contractor is responsible for care of the Works, the Contractor shall at its cost, rectify such loss or damage, save that the Contractor shall not be responsible for any loss or damage caused by or arising from any negligent act or omission of the Principal or the Principal's Personnel.

4.60 Covering up of Works

- (1) The Contractor is to give the Principal sufficient notice of its intention to cover up any Works, in order to allow the Principal reasonable time to arrange prior inspection. If this is not given, the Principal may direct for the works to be uncovered for inspection and subsequently made good. Any attributable costs or delay shall be borne by the Contractor.
- (2) Where reasonable notice of the Contractor's intention to cover up Works has been given, and the Principal subsequently requires Works to be uncovered for inspection, then any attributable costs or delay will be borne by the Principal, except where the inspection or test shows that the work, materials or goods are not in accordance with the requirement of the contract, in which case the costs and delay will be borne by the Contractor.

4.61 Cleaning Up

- (1) The Contractor shall keep the Site and the Works clean and tidy at all times and regularly remove rubbish and surplus material.
- (2) Within 14 days after the Date of Completion, the Contractor shall remove temporary works and construction plant. The Principal's Representative may extend the time to enable the Contractor to perform remaining obligations.
- (3) If the Contractor fails to comply with the preceding obligations in this clause, the Principal's Representative may direct the Contractor to rectify the non-compliance and the time for rectification.
- (4) If:
 - (a) the Contractor fails to comply with such a direction; and
 - (b) that failure has not been made good within 5 days after the Contractor receives written notice from the Principal's Representative that the Principal intends to have the subject work carried out by others,

PART FOUR – READ AND KEEP THIS PART

the Principal may have that work so carried out and the Principal's Representative shall certify the cost incurred as moneys due from the Contractor to the Principal. The rights given by this paragraph are additional to any other rights and remedies.

4.62 Procedure for Completion tests

- (1) The Contractor must prepare and perform the Completion tests where required by this Contract or the Specifications. The Contractor will be fully responsible for the proper conduct and results of the Completion tests.
- (2) The Contractor must provide to the Principal full and substantiated test results for all Completion tests by the earlier of:
 - (a) 5 Business Days after completion of the relevant test; or
 - (b) the date required (if any) under the Specification or Construction Program.
- (3) Except:
 - (a) with the prior written consent of the Principal; or
 - (b) to the extent necessary to comply with subclause (4)(a),the Contractor must not adjust (and will not allow the adjustment of) any part of the Works following completion of any Completion test.
- (4) If the whole or any part of the Works fails to pass a Completion test, the Contractor must:
 - (a) promptly execute such work of replacement, amendment, reconstruction, rectification and make good any Defects, failures, imperfections or other faults as may be required to ensure that all Completion tests are satisfied;
 - (b) be responsible for all costs and expenses incurred or sustained (including the cost of the Completion tests being borne by the Contractor); and
 - (c) if so required by the Principal, submit to the Principal for its review, details of the work which it proposes to execute.
- (5) If the Contractor fails to perform any Completion test in accordance with this Contract:
 - (a) the Principal is to provide notice to the Contractor stating:
 - (i) the Contractor's failure to perform the Completion test; and
 - (ii) that the Contractor has 5 Business Days, or as otherwise agreed with the Principal at the Principal's absolute discretion, from the date of the notice to perform the Completion test;

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- (b) if the Contractor fails to satisfy the requirement in subclause 5(a)(ii), the Principal may perform that Completion test at a date and time determined by the Principal; and
- (c) the cost incurred by the Principal in performing that Completion test will be a debt due and payable immediately from the Contractor to the Principal.

4.63 Completion

- (1) The Contractor must give the Principal at least 21 days written notice of the date on which the Contractor anticipates that Completion will be achieved. When the Principal is satisfied that Completion has been achieved, the Principal must issue a Completion Certificate for the Works.
- (2) On the issue of the Completion Certificate, the Principal will take over the Works.
- (3) Subject to **clause 4.48**, the Principal must pay the Contractor (or the Contractor must pay the Principal, as the case may be) within 28 days after the issue of the Completion Certificate, the amount stated in that certificate as being due by the Principal (or by the Contractor, as the case may be).
- (4) The issue of a Completion Certificate does not constitute approval of any work or other matter and does not prejudice any claim by the Principal.

4.64 Rectification of Defects

- (1) The Principal may, at any time up to Completion and during the Defects Liability Period, conduct performance reviews of the Works. The Principal may notify the Contractor of any failure by the Contractor to comply with this Contract.
- (2) The Contractor must, within a reasonable time (but no later than 30 days), from receipt of a notice from the Principal, rectify any Defect notified to the Contractor before or at Completion, or during the Defects Liability Period.
- (3) If the Contractor fails to rectify any Defect in accordance with this **clause 4.64**, the Principal may rectify the Defect and any resulting liability incurred by the Principal in so doing will be a debt due from the Contractor to the Principal.
- (4) The Defects Liability Period applicable to any work performed for the purposes of rectifying Defects, is the period commencing on the date of completion of that remedial work and ending on the expiry of the period stated in the Contract Details.

4.65 Security

4.65.1 Provision of security

PART FOUR – READ AND KEEP THIS PART

Security shall be provided by the Contractor to the Principal in accordance with the Contract Details. Retention monies may be retained by the Principal as security where stated in the Contract Details.

4.65.2 Recourse against security

The Principal may have recourse against the Security where monies due and payable under the Contract have remained unpaid after the time for payment and where at least 5 days have elapsed since that party notified the other party of intention to have recourse.

4.65.3 Reduction and release of security

Upon the issue of a Completion Certificate by the Principal, the Principal's entitlement to Security shall be reduced to 50% of the original Security amount, and the reduction shall be released and returned within 14 days to the Contractor. A party's entitlement to Security shall cease after the final Defects Liability Period has lapsed and the Principal shall then release and return forthwith any remaining Security to the Contractor.

4.65.4 Interest

Interest earned on Security not required to be held in trust shall belong to the party holding the Security.

4.66 Contractor's Employee and Subcontractors

4.66.1 Personal Protective Equipment

The Contractor must ensure that:

- (a) all its employees or Subcontractors are provided with and wear during the performance of the Works appropriate personal protective equipment for each task, including coloured safety vests or jackets, approved by the Principal and in accordance with AS 1742.3, SAA HB81, AS/NZS 1906.4; and
- (b) any clothing referred to above is to be kept in a neat and tidy condition by its employees and Subcontractors.

4.66.2 Removal of Contractor employees

The Principal may direct the Contractor to have removed, within a stated time, from the Site or from any activity of Work under the Contract, any person employed to undertake the Work

PART FOUR – READ AND KEEP THIS PART

under the Contract who, in the Principal's opinion, is incompetent, negligent, or guilty of misconduct.

4.67 Bill of Quantities

4.67.1 Priced bill of quantities

- (1) Where a bill of quantities is to be priced:
 - (a) all items included in the bill of quantities shall be priced and extended by the Contractor and the prices as extended shall on addition equal the sum accepted by the Principal for carrying out the whole of the work to which the bill of quantities relates;
 - (b) the Contractor shall lodge the bill of quantities so priced and extended with the Superintendent within 14 days of contract signing or such further time as may be directed by the Principal; and
 - (c) notwithstanding any other provision of the Contract, the Contractor shall not be entitled to payment until the Contractor has lodged the bill of quantities so priced and extended.
- (2) If the aggregate amount in a priced bill of quantities does not equal the sum accepted for the work, the subject of the bill of quantities, the Principal shall (unless the parties agree within 7 days of notification) determine an appropriate correction of errors and inconsistencies in rates and prices therein, so that the aggregate amount equals such sum.

4.67.2 Quantities

A written order from the Principal is not required for any increase or decrease in the quantity of any work, where it results only from the actual quantities being different to those provisional quantities stated in the Bill of Quantities and not from any direction of the Principal. Where such changes in quantity arise the final measure and value will be completed by the Principal.

4.67.3 Adjustment for Actual Quantities

- (1) Where, otherwise than by reason of a direction to vary the Works, the actual quantity of an item required to perform the Contract is greater or less than the quantity shown in a bill of quantities which forms part of the Contract or schedule of rates variations shall apply as follows:
 - (a) where the Principal accepted a lump sum for the item, the difference shall not be a deemed variation; and
 - (b) where the Principal accepted a rate for the item, the rate shall apply.

PART FOUR – READ AND KEEP THIS PART

- (2) If such a bill of quantities or schedule of rates omits an item which should have been included the item shall be a deemed variation.
- (3) Notwithstanding the preceding provisions of this subclause in respect of a bill of quantities, a variation shall not be deemed for actual quantities of an item pursuant to paragraph (a), or for an omitted item or any adjustment made for actual quantities of an item pursuant to paragraph (b), if the difference, the value of the omitted item or the adjustment respectively is less than \$400.

Schedule 1 - Contract Details

Item 1 Principal's Representative

Name: Antoinette Krause
Position: Senior Civil Engineer
Phone: +61 434 508 403
Email: antoinette.krause@ghd.com
Address: Level 1, 209 Foreshore Drive, Geraldton WA 6530 Australia

Item 2 Contractor's Representative

[insert detail]

Item 3 Start Date

Preliminary Start Date is January 2022

Item 4 Completion Date

Contractor to provide a Construction Programme. All works to be completed before DRFAWA AGRN 965 funding cut-off date.

Item 5 Contract Price

As stipulated in the Tender accepted by Principal.

Item 6 Works under the Contract

As stipulated in the Specification.

Item 7 Defects Liability Period

Not applicable

Item 8 Insurance

Public liability insurance in accordance with clause 4.41.2

Workers compensation insurance in accordance with clause 4.41.3

Professional indemnity insurance in accordance with clause 4.41.4 (not required)

Works insurance in accordance with clause 4.41.5

Item 9 Progress Claims

Progress Claims shall be submitted at the end of each month.

PART FOUR – READ AND KEEP THIS PART

Progress Claims and Invoices must be addressed to the Principal's Representative, is required to meet the DRFAWA requirements and must clearly state the following information:

- (a) Contract Number;
- (b) Date of Issue
- (c) Date on which the Goods and/or Service or Works was provided;
- (d) Detailed description of Goods and/or Service or Works provided, including daily dockets, load sheets and summary worksheets;
- (e) Contractor's ABN or ACN;
- (f) Contractor's contact details;
- (g) Progress Claim or Invoice reference number
- (h) Purchase Order Number (Invoice only);
- (i) Aggregate amount claimed and paid to date in preceding Invoices;
- (j) Discount items; and
- (k) GST inclusive and exclusive amounts
- (l) AGRN Number.

Item 10 Liquidated Damages

Not applicable

Item 11 Security

Security shall be provided by the Contractor within 7 days of the Start Date:

- (a) by way of cash or bank bond or bank guarantees in a form satisfactory to the Principal;
- (b) where bank guarantees are required the Contractor shall provide two guarantees, each for half the value of the security; and
- (c) in an amount equal to 10% of the total value of the Contract Price;

Where retention is permitted by the Principal as a form of security, retention shall be by way of 10% of monies payable withheld by the Principal against each invoice until the total retention of 10% of the total value of the Contract price is held.

PART FOUR – READ AND KEEP THIS PART

Item 12 Date of Site Availability

14 days from acceptance of the Tender by the Principal , unless otherwise specified.

Item 13 Framework Agreement

This Contract is not a Framework Agreement

Schedule 2 – Special Conditions

DRFAWA processes and procedures

All DRFAWA requirements, processes and procedures are to be complied with.

Possession of Site

The Principal will provide Possession of Site once the following items are in place and have been accepted:

- Insurances
- Quality Management Plan
- Safety & Health Management Plan
- Traffic Management Plan

Vegetation Clearing

Unnecessary clearing is to be avoided.

No clearing to be undertaken in Environmental Sensitive Areas (ESA) or in the vicinity of declared rare flora.

PART 5 TENDER FORM

5.1 Tenderer's Offer

The Chief Executive Officer
Shire of Mingenew
21 Victoria Road Mingenew WA 6522

I/We (Registered Entity Name):

of: (Registered Street Address):

Phone:

Fax:

ABN:

ACN:

Email:

In response to this Request for Tender:

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 of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender 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 the 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 tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Signature of authorised signatory of Tenderer:

PART FIVE –COMPLETE AND RETURN

Name of authorised signatory:

Authorised signatory position:

Authorised signatory phone:

Authorised signatory postal address:

Authorised signatory email address:

5.2 Tender Documents

Tenderers should submit the following documents:

- This Part 5 (Tender Form); and,
- Tenderer response to Request for Tender including requirements in Part 3 (Specifications).

A Tender may be rejected at the absolute discretion of the Principal if Part 5 is not completed and returned.

A Tender must contain all the information and details required by this Request.

5.3 Evaluation Criteria

5.3.1 Selection Criteria

- (1) Tenders will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal. 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.
- (2) Additional information requested in Section 5 below will be reviewed during the review process and any anomalies may result in additional information being requested from the Tenderer, and in extreme cases, may result in a rejected tender.

5.3.2 Compliance Criteria

These criteria 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.

PART FIVE –COMPLETE AND RETURN

Description of Compliance Criteria	Yes/No
Compliance with the Specification contained in the Request.	Yes/No
Compliance with the Conditions of Tendering.	Yes/No
Compliance with all necessary licences and registrations	Yes/No
Compliance with the Tender Deadline	Yes/No
Compliance with and completion of the Price Schedule.	Yes/No

5.3.3 Qualitative Criteria

- (1) In determining the most advantageous quote, the Evaluation Panel will score each Tender against the qualitative criteria.
- (2) Before responding to the following qualitative criteria, Tenderers must note the following:
 - (a) it is essential that Tenders address each qualitative criterion;
 - (b) all information relevant to answers is to be contained within the response to each criterion;
 - (c) respondents are to assume that the Evaluation Panel has no previous knowledge of the respondent's organisation, its activities or experience;
 - (d) respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria;
 - (e) respondents are to address each issue outlined within a qualitative criterion; and
 - (f) failure to provide the specified information may result in elimination from the Tender evaluation process or a low score.
- (3) The qualitative criteria for this Request are as follows:

PART FIVE –COMPLETE AND RETURN

Description of Qualitative Criteria	Weighting	Tick if document(s) demonstrating compliance attached
Relevant Experience Demonstrate experience and skill in working on DRFAWA Flood Damage Restoration and other similar projects, displaying high quality outcomes, with emphasis on provision of works and construction practices as detailed in the Specification. <ul style="list-style-type: none"> • Provide details of each project; • Outline key design principles and objectives; • Include photo records and location details of each construction project (if applicable); • Provide the scope of the Tenderer's involvement including details of outcomes; and • Demonstrate competency and sound judgement. 	10%	<input type="checkbox"/>
Technical Skills and Experience of Key Personnel Demonstrate key personnel's experience in completing similar works and their skills and experience to be used on this project, including as a minimum: <ul style="list-style-type: none"> • Their role in the performance of the Contract; and • Qualifications. 	10%	<input type="checkbox"/>
Resources Demonstrate the ability to supply and sustain the necessary resources, including: <ul style="list-style-type: none"> • Personnel; • Subcontractors; • Plant, equipment and materials; and • Any contingency measures or back up resources. 	5%	<input type="checkbox"/>
Demonstrated Understanding <ul style="list-style-type: none"> • A project schedule/timeline (where applicable) • The process for the construction of Works (as applicable); • Supply details and provide an outline of your proposed methodology. • Approach to Quality, Safety and Environmental Management 	5%	<input type="checkbox"/>

5.4 Price Schedule

5.4.1 Price Considerations

PART FIVE –COMPLETE AND RETURN

- (1) Criteria on which a quantitative assessment shall be made are:
 - (a) the lump sum or schedule of rates pricing as required by this Request;
 - (b) rise and fall, if part of this Request; and
 - (c) disbursements, allowances, hourly rates and other costs provided by the Tenderer which may impact on the overall value for money, if part of this Request.
- (2) Where a price is fixed the quantitative criteria shall be assessed against the amount of goods or services provided (where applicable).

The weighted cost criteria for this Request are as follows:

Criteria	Weighting	Tick if Price Schedule attached
Tendered price	70%	<input type="checkbox"/>

5.4.2 Price Basis

All prices for construction of the Works offered under this Request shall be fixed for the term of the Contract from the date of acceptance of the Tender.

5.4.3 GST

- (1) The quoted price for the Work under the Contract should be stated in the following terms:
 - (a) Price excluding Goods and Services Tax (GST);
 - (b) Goods and Services Tax amount; and
 - (c) Total price including GST.
- (2) Where no stipulation is made as to GST, the Contract Price shall be deemed to include GST, unless clarification is provided to the Principal by the Tenderer prior to acceptance of Tender.

5.4.4 Prices inclusive

Unless otherwise indicated, prices tendered shall include recruitment, administration and induction and all applicable levies, duties, taxes and charges. Any charge not stated in the quote, as being additional, will not be allowed as a charge for any transaction under any resultant Contract.

PART FIVE –COMPLETE AND RETURN

5.5 Additional Information

<p>Organisation Profile</p> <p>Attach a copy of your organisational structure and provide background information on your company and label it Organisation Structure</p> <p>If companies are involved, attach their current ASIC company extracts search including latest annual return and label it “ASIC Company Extracts”</p>	<p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Referees</p> <p>Attach details of your referees and label it “Referees”. You should give examples of your work provided for your referees where possible.</p>	<p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Agents</p> <p>Are you acting for another party?</p> <p>If Yes, attach details (including name and address) of your principal and label it “Agents”</p>	<p>Yes / No</p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Trusts</p> <p>Are you acting as a trustee of a trust?</p> <p>If Yes, in an attachment labelled “Trusts”:</p> <ul style="list-style-type: none"> a) Give the name of the trust and include a copy of the trust deed (and any related documents); and b) If there is no trust deed, provide the names and addresses of beneficiaries. 	<p>Yes / No</p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Subcontractors</p> <p>Do you intend to subcontract any of the requirements?</p> <p>If Yes, In an attachment labelled “Subcontractors” provide details of the subcontractor(s) including:</p> <ul style="list-style-type: none"> a) The name, address and the number of people employed; and b) The requirements that will be subcontracted 	<p>Yes / No</p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>

PART FIVE –COMPLETE AND RETURN

<p>Conflicts of Interest</p> <p>Will any actual or potential conflict of interest in the performance of your obligations under this contract exist if you are awarded the contract, or are any such conflicts of interest likely to arise during the Contract</p> <p>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 “Conflicts of Interest”</p>	<p>Yes / No</p> <p>Tick if Attached</p> <p><input type="checkbox"/></p>
<p>Health and Safety Instructions to Contractors</p> <p>Do you comply with the Health and Safety Instructions appendix issued with this request?</p>	<p>Yes / No</p>
<p>Financial Position</p> <p>Are you presently able to pay all your debts in full as and when they fall due?</p> <p>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?</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>In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Tick if Attached</p> <p><input type="checkbox"/></p>
<p>Insurances</p> <p>The insurance requirements for this Request are stipulated in the Annexure. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage”. A copy of the Certificate of Currency is to be provided to the Principal within ten (10) days of acceptance.</p>	<p>Tick if Attached</p> <p><input type="checkbox"/></p>

Annexure A

Formal Instrument of Agreement

THIS AGREEMENT made this _____ day of _____ 20 .

BETWEEN ('the Contractor') [**Insert Contractor's name**]
[**Insert Contractor's address**]
ABN [**insert Contractor's ABN**]

AND ('the Principal') Shire of Mingenew
21 Victoria Road Mingenew WA 6522
Phone: 9928 1102
Email: enquiries@mingenew.wa.gov.au
ABN: 41 454 990 790

Background

- A. The Principal issued a Request for Tender No. [XX] for [insert detail] (Request).
- B. The Contractor submitted a Tender dated [XX] in response to the Request (Tender).
- C. The Principal has accepted the Tender.

Operative Part

NOW THIS AGREEMENT WITNESSES and the parties hereto mutually agree as follows: -

1. Contract Documents

The following documents shall be deemed to form and be read and construed as part of the Contract confirmed by this Agreement:

- (a) the Request including but not limited to:
 - (i) the Conditions of Tendering;
 - (ii) the Specifications;
 - (iii) the General Conditions of Contract; and
 - (iv) the Annexures.
- (b) the Tender including but not limited to the Tender Form.
- (c) this Formal Instrument of Agreement.

Words and expressions used in this Agreement shall have the meaning given to them in the Request, unless otherwise stated.

2. Contractor Obligations

In consideration of the matters agreed by the Principal in this Agreement, the Contractor will complete the Work under the Contract as described in the Request in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe by or on the part of the Contractor those provisions.

3. Principal Obligations

In consideration of matters agreed by the Contractor in this Agreement, the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfill comply with, submit to and observe all provisions, conditions, stipulation's and requirements and all matters and things expressed or shown in or reasonably inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.

4. Obligations joint and several

If any party to this Agreement consists of one or more persons and/or one or more Corporations, or two or more persons and/or two or more corporations, this Agreement shall bind such persons or Corporations (as the case may be) and their respective Executors, Administrators, Successors and Assignees, or permitted Assignees (in the case of the Contractor) jointly and severally and the persons and/or Corporations included in the term "Contractor" or the "Principal" in this Agreement, shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.

5. Entire agreement

This Agreement shall take effect according to its tenor, notwithstanding any prior Agreement in conflict or at variance with it, or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

6. Contractor default

Where the Contractor is unable or fails (for whatever reason except for acts of God or acts of war) to provide and complete the Work under the Contract during the period of this Contract, the Principal reserves the right to engage an independent contractor to have the Work under the Contract completed, and if the cost of the Work under the Contract provided by the independent contractor is more than the original tendered price, then the original Contractor will be debited with such costs.

7. Warranties

Each party represents and warrants to the other party that:

- (a) it has full power and authority to execute the Contract and to perform its obligations under the Contract;
- (b) the Contract has been duly executed by it; and
- (c) the obligations undertaken by it and set out in the Contract are enforceable against it in accordance with their terms.

Executed as a Contract between

The Principal:

Chief Executive Officer
On behalf of Shire of Mingenew

The Contractor:

EXECUTED BY **[insert company name]**
pursuant to Section 127 of the *Corporations Act*.

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary

ANNEXURE B TECHNICAL SPECIFICATION



Shire of Mingenew

STC Seroja DRFAWA AGRN 965 EPAR Works

Technical Specification

20 October 2021

GHD Pty Ltd | ABN 39 008 488 373



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Appendix A	Estimated Quantities
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1. Special Requirements

1.1 Introduction

The Shire of Mingenew sustained extensive damage to roads infrastructure as a result of destructive winds and heavy rainfall from Severe Tropical Cyclone Seroja on the evening of 11 April 2021. A disaster event (AGRN965) has been declared and funding has been approved for the restoration of damaged infrastructure under the Disaster Recovery Funding Arrangements WA (DRFA WA) funding arrangement.

The emergency and immediate works have already been completed.

This specification covers the Essential Public Asset Restoration works (EPAR).

1.2 Scope of Contract

This is a Contract for the supply of the equipment, plant, operators and labour and undertaking all repair works. The works will be under the direction of the Flood Damage Site Supervisor who shall manage the execution of the works as specified, generally comprising the following:

- Reform and re-sheeting of unsealed roads;
- Repair, cleaning and restoration of surface drains;
- Repair, cleaning and restoration of drainage structures;
- Reinstatement and restoration of floodways;
- Repair and reinstatement of washed out verges within an urban area;
- Reinstatement of damaged signage
- Traffic management;
- Borrow pit rehabilitation;
- and any associated works in strict accordance with any drawings or instructions as may be issued from time to time during the progress of the works, this Specification, all Notices to Tenderers issued during the Tender Period (unless specifically excluded from the Contract) and the Works Contract provided in the RFT and to the entire satisfaction of the Superintendent.

Estimated quantities are provided in Appendix A.

A photo report of the sustained damage is provided in Appendix B.

1.3 Site of Works

1.3.1 Roads affected by flood damage

The works are located within the Shire of Mingenew, Western Australia. The list of affected roads are in **Error! Reference source not found.**

Table 1 Roads affected by flood damage

Road Number	Road Name
5090008	Allanooka Springs Road
5090062	Boundary Road
5090028	Campbell Road
5090003	Coalseam Road
5090006	Depot Hill Road
5090088	Depot Hill Road

Road Number	Road Name
5090013	Enokurra Road
5090009	Erangy Spring Road
5090055	Ikewa Street
5090052	Irwin Street
5090023	Jones Road
5090040	King Street
5090046	Linthorne Street
5090020	Manarra Road
5090031	Michael Road
5090080	Mingenew - Mullewa Road
5090001	Mingenew South Road
5090015	Morawa - Yandanooka Road
5090021	Mount Scratch Road
5090004	Nanekine Road
5090022	Narandagy - Pintharuka Road
5090059	Nelson Pearse Street
5090029	Newton Road
5090045	Phillip Street
5090017	Scroops Road
5090043	Shenton Street
5090019	Switchback Road
5090025	Telara Road
5090041	Victoria Road
5090060	View Street
5090026	Wick Road
5090044	William Street
5090027	Willis Road
5090005	Yandanooka - Melarra Road
5090002	Yandanooka North East Road
5090014	Yandanooka South Road
5090012	Yandanooka West Road (West of Mingenew South Road)
5090089	Yandanooka West Road (East of Mingenew South Road)

1.3.2 Water sources

Water for construction purposes can be sourced from the 25mm standpipe opposite the Shire Depot (corner of George Street and Linthorne Street) as well as a commercial standpipe on Victoria Road.

Other water sources may be available from properties in the Shire, however, ALL arrangements for water should be agreed with the Flood Damage Site Supervisor and Shire Works Manager.

1.3.3 Gravel sources

Gravel sources for road building purposes are available at select locations within the Shire of Mingenew. Access and payment for these will be arranged by the contractor in consultation with the Flood Damage Site Supervisor, Shire Works Manager and the property owners where the pits are located. Access and payment will also be in accordance with the Shire's policy and current working arrangements with property owners.

1.4 Preliminary timeline

The following preliminary timeline is anticipated:

Table 2 Preliminary timeline

Item	Month/Date
Close of Tender	6 Dec 2021 at 10 am AWST
Appointment of Contractor	19 Dec 2021
Work Commencement	January 2022
Completion	DRFAWA Event AGRN 965 Funding Cut-off is June 2023

1.5 Contract Documents

The following shall comprise the Contract Documents:

- Shire of Mingenew Contract provided in RFT Documentation
- The Conditions of Tendering.
- The Specifications, including the following sections:

1. General Requirements
2. Earthworks
3. Stormwater Drainage
4. Roadworks
5. Quality Assurance
6. Appendices:
 - Estimated Quantities
 - Photo Report of Flood Damage
 - Letter of Acceptance

1.6 Definitions

The following table lists important definitions.

Table 3 *Definitions*

MRWA	Main Roads Western Australia https://www.mainroads.wa.gov.au
Principal	Shire of Mingenew
Superintendent	Principal's representative – duly authorised by the Principal to act on behalf of the Principal for the purpose of the contract
Flood Damage Site Supervisor	The on-site supervisor undertaking supervision and management role in the reinstatement of infrastructure. Acts as a link between contractor and superintendent.
Contractor's representative	Person authorised by the contractor to act on behalf of the contractor
Contractor	The contractor supplying plant and labour and executing the physical repairs of the flood damaged roads, drainage and any associated infrastructure

2. General Requirements

2.1 Australian Standards

All workmanship and materials used in the Works shall conform to the current edition of the appropriate Australian Standard.

Where the regulatory Authority's requirement differs from the Australian Standard, the regulatory Authority's requirement shall prevail.

2.2 Precedence and Dimensions of Drawings

2.2.1 Documentation

The order of precedence of the contract documents shall be:

1. The Technical Specification Conditions of Tendering.
2. The General Conditions of Contract and Amendments

2.2.2 Discrepancies

All discrepancies shall be immediately notified in writing to the Flood Damage Site Supervisor

2.3 Interpretation of Documents

The Tenderer shall make their own interpretation, deductions and conclusions from the information made available and shall accept full responsibility for such interpretations, deductions or conclusions.

The Contractor or any Subcontractor to them shall check all relevant dimensions on site before proceeding with the works. No claim for additional costs arising from failure to obtain measurements and other information on site will be allowed.

2.4 Omissions

The Principal does not represent that information made available shows completely the existing Site Conditions. The Principal is not responsible for any interpretations, deductions and conclusions made by the Contractor from the information made available and the Contractor shall accept full responsibility for any such interpretations, deductions and conclusions.

As the information supplied to the Contractor could include errors or omissions or could be ambiguous or misleading, the Contractor shall advise the superintendent of any discrepancies at the earliest possible time.

If the Contractor supplies information to anyone else, including a Contractor or Subcontractor, for any information supplied the Contractor shall indemnify the Principal, Flood Damage Site Supervisor and Superintendent against any claim by that person arising out of errors or omission or the misleading nature of the advice.

2.5 State and Commonwealth Taxes

The Contract Sum shall include all payments for State and Commonwealth taxes where applicable. This is to include payment by the Contractor of a levy at the current rate to The Building and Construction Industry Training Fund prior to the commencement of any construction.

2.6 Warranty

The accepted Tender under this Contract is deemed to be a warranty that notwithstanding that any part of the equipment or the materials supplied has been satisfactorily factory tested and/or inspected before installation, if any item or part thereof shall fail to perform its specified function under test or during the Contract defects liability period, then all costs of replacing all faulty equipment or parts thereof shall be borne by this Contractor.

2.7 Provision for Traffic

The Contractor shall provide such signing and undertake temporary works to comply with the all safety requirements.

The Contractor shall submit to the Flood Damage Site Supervisor a traffic management plan, including location and types of all signs required to control traffic for approval by the Flood Damage Site Supervisor and Principal.

All signs and method of traffic control shall be generally in accordance with AS 1742 and to the approval of the relevant Statutory Authority.

All damage to existing pavements and improvements shall be made good to the standard of the pre-existing conditions. These works shall comply with the Local Authority requirements for works on public lands.

2.8 Insurances

Within 7 days of acceptance of his tender, the Contractor shall submit to the Superintendent, insurance policies as required by Clauses 18 to 20 of the General Conditions of Contract. No siteworks shall commence until the insurances have been approved by the Superintendent.

2.9 Programme of Work

The Contractor shall submit to the Superintendent for approval within one week of acceptance of their tender, a diagrammatic or other approved form of time schedule for the carrying out of the various stages of the works. The programme shall list starting and completion dates for each stage of the works. All roads should be itemised in the programme to assist the Shire in notifying the public in advance of when works are planned on each road.

2.10 Working Hours

Construction works other than the attending to systems for dewatering or protecting the works and safety and security measures shall be restricted to the daylight hours. Working hours should be agreed with the Shire and the Flood Damage Site Supervisor.

2.11 Contractor's Area

An area will be allocated to the Contractor for his temporary buildings, materials, plant storage and servicing, vehicle parking and the like. The Contractor shall provide improvements such as fencing, access roads, surfacing or other facilities. The area shall be graded and levelled so as to shed water to a proper drainage system.

The Contractor at his own expense shall provide and maintain and at appropriate times dismantle and remove such buildings and facilities as may be required for his own use and that of his sub-contractors.

All such temporary buildings and facilities shall be removed from the site, and the area of such occupation properly reinstated, within 14 days of the date of issue of the Certificate of Practical Completion unless otherwise approved in writing by the Superintendent.

The Contractor at his own expense shall provide and maintain proper sanitary conveniences for the use of the workmen engaged on the works. Such conveniences shall be kept clean, shall comply with Local Government requirements and shall be removed at the completion of the works.

2.12 Meal and Accommodation

It is the Contractor's responsibility to provide all meals and accommodation to staff. Facilities should be clean and suitable, offering cooking, laundry and washroom facilities.

2.13 Inspections

The Contractor shall notify the Flood Damage Site Supervisor and the relevant service Authority inspector not less than 48 hours prior to an inspection being required for those phases of the work specified in the Technical Specifications.

2.14 Public Liaison Standards

The Contractor shall ensure that persons employed in connection with the work under the Contract conform to a code of behaviour and cooperation, which shall be above reproach in all dealings or liaison with the public and with property owners or occupiers. Offensive behaviour or language in public by any person employed in connection with work under the Contract shall not be permissible.

The Contractor shall ensure that persons operating in connection with the work under the Contract shall not permit pets or animals, which are in the control or ownership of such persons to be on the Site.

2.15 Trespass

2.15.1 By Contractor

- a. The Contractor and his employees shall not trespass on any land adjoining the area in temporary possession of the Contractor for purposes of the Contract.

2.15.2 By Others

- a. The contractor shall ensure that all machinery, excavation works and building works are left and maintained (both during and after working hours) in a safe condition, including but not limited to provision of advisory signing, reflectorised posts, temporary barriers etc.
- b. The contractor shall take care when moving machinery or carrying out the works to ensure trespassers are not subject to unreasonable danger.
- c. In the event that trespassers are noted entering the site, the contractor shall erect appropriate warning signs at identified trespass access locations. The contractor shall warn trespassers by way of secure signage that they should not enter the area as they may be exposing themselves to risk of injury.

2.16 Notice of Entry

Where works involve access to private or tenanted land, the contractor shall notify the Flood Damage Site Supervisor who will follow the necessary procedure to gain legal access. The Contractor requires written approval from Flood Damage Site Supervisor to gain access to private or tenanted land.

2.17 Setting Out

It shall be the responsibility of the Flood Damage Site Supervisor to set out general limits of work sections as well as determine the location of offshoot drains.

The Contractor shall undertake specific set out for road construction/restoration purposes in consultation with the Flood Damage Site Supervisor.

2.18 Site Meetings

Site meetings will occur on a regular basis as advised by the Superintendent. The Flood Damage Site Supervisor, the Contractor's representative, and the Superintendent's representative shall attend the meeting.

The Contractor shall, if required, arrange for the attendance of Subcontractors and other staff members as may be required.

The Superintendent, or their representative, will chair the meeting and provide copies of the minutes of the meeting to the Principal, the Flood Damage Site Supervisor and the Contractor.

2.19 Protection of Existing Vegetation

Great importance is placed upon retention of the natural vegetation within the areas not affected by the works. The Contractor shall not disturb any existing vegetation unless specific Directions or Approval to do so has been given.

The Contractor shall not under any circumstances clear, stockpile site sand, topsoil or other materials, or travel with plant or vehicles outside of those areas specifically requiring such operations.

Any clearing, or damage by other means, extending beyond the prescribed limits without the authorisation of the Flood Damage Site Supervisor shall be assessed accordingly and any resulting costs shall be borne solely by the Contractor by way of a reduction in the monies payable under this Contract.

2.20 Vibration Damage

The Contractor shall be required to submit to the Flood Damage Site Supervisor prior to commencement of any work, a certificate of currency for insurance covering damage to houses and other structures from vibration as a result of the use of compaction or other equipment on the construction site.

The Contractor shall take precautions when compacting near existing residences to prevent any vibration damage occurring.

Any complaints received shall be advised immediately to the Flood Damage Site Supervisor and Superintendent in writing and compaction methods amended to address continuing complaints or damage.

2.21 Safety

The Contractor is responsible for maintaining a safe site at all times in accordance with Worksafe requirements.

All site staff shall be deemed to be employed by the Contractor, and the Contractor shall arrange for all staff to meet the site safety requirements.

Possible hazards shall be addressed by the Contractor, and managed to ensure that no significant hazard is overlooked, and that all risks are properly assessed and adequately controlled.

Work in Access Chambers shall comply with AS2865 "Safe Working In Confined Spaces".

Trenching shall be carried out in accordance with the West Australian Occupational Health and Safety Regulations 1996. All excavation shall be fenced off with warning signs and lighting if required. The Contractor is responsible for the complete supply and maintenance of all such safety measures and costs for these works shall be deemed to have been included with the Tender.

The Contractor shall provide his safety plan to the Flood Damage Site Supervisor and Superintendent for inspection and approval. The Contractors safety plan shall include the following:

- Have an adequate number of employees trained in first aid to meet potential hazards in the workplace, with an experienced First Aid officer available at all times when work is in progress.
- Have an adequate training program for all employees and subcontractors, which is relevant to work undertaken and includes hazard identification, assessment and reporting.
- Adequate fire prevention equipment, including portable fire extinguishers.
- Good housekeeping onsite, and an accident notification procedure
- Promotion of safety information to all employees.
- Should the Works involve any unusual activities such as trenchless technology, deep excavations, work close to existing structures or large/high pressure services, unusual ground conditions, work at height, etc., then the Contractor shall submit a Method Statement to the Superintendent defining the timing, plant, labour, materials and other temporary facilities associated with the works at least 48 hours before commencing such activity.
- The Contractor shall notify the Flood Damage Site Supervisor and Superintendent of any and all accidents within the meaning of the Workers' Compensation Acts and/or Regulations which may happen to his employees or employees of his Sub-Contractors or nominated Sub-contractors engaged on the Contract work within 24 hours of the occurrence of each such accident.

The Contractor shall comply with all and any relevant Federal and State Acts and Regulations, Local Council Laws, MRWA Code of Practices and Australian Standards.

2.22 Damage

The Contractor shall be responsible for any damage caused to buildings, grounds, fences, persons or services by whatever cause due to the works and shall make these good and bear any compensation. Where services are damaged, the relevant Authority is to be notified immediately, and all charges, fees etc. paid by the Contractor, at his cost.

The Contractor shall make good all damage or present proof of settlement of all claims for damage caused by his works before the issue of the Certificate of Practical Completion for the section of the work in which the damage has occurred.

The Contractor shall present proof of settlement of all claims by Public Authorities for works carried out by the Authorities as a result of works under this Contract before the Final Certificate will be issued.

2.23 Existing Services

It shall be the Contractor's responsibility to verify the position of underground and other services before commencing excavation and further, to arrange repair by the responsible servicing authority, at his own cost, all damage caused to these services during the works.

Where existing services must be interrupted to enable carrying out of the works, such interruption shall be at a time agreed by the Flood Damage Site Supervisor and Superintendent. The Contractor shall organise with the responsible servicing Authority so that the interruption shall be for the minimum practical time.

2.24 Diverting Water and Dewatering

The Contractor shall do all work necessary to drain and/or divert any water interfering with the progress of the works, keep the excavations free from water while the works are in progress and prevent any injury to the works

by water due to floods or other causes. The cost of such work shall be deemed as having been included in the Contractor's Tender Price.

2.25 Nuisance

The Contractor shall take all necessary precautions to prevent nuisance to adjoining or nearby owners or tenants including but not limited to nuisance by way of dust, smoke, wind-blown sand or debris, noise, vibration and electrical interference.

2.26 Rock Excavation

No extra payment shall be made for rock excavation unless the Contract Documents specifically provide for such payment.

When necessary for the purpose of payment, the different kinds of material met with in excavation shall be classified under the headings "Other than Rock" or "Rock", and where such words occur in the Contract Documents they shall have the following meanings:

- a. "Other than Rock" shall mean all kinds of materials, which in the opinion of the Superintendent do not require blasting or removal by jackhammer or mechanical rock breaker.
- b. "Rock" shall mean hard rock, which in the opinion of the Superintendent requires blasting and is in fact blasted, or removed by jackhammer or mechanical rock breaker.

2.27 Machinery and Equipment

The Contractor shall be responsible to provide all required machinery, equipment and labour. All machinery and equipment shall be operated in accordance with regulatory requirements and safe working standards. The Contractor is responsible for upkeep, servicing, fuelling and cleaning of all machinery and equipment to the satisfaction of the Flood Damage Site Supervisor. Plant shall be safe and secure at all times.

Operators will be competent, licenced and meet all regulatory and safety requirements.

2.28 Restoration

Excavation is to be kept to a minimum in all established areas such as roadways, footpaths and other paved areas. Unless otherwise specified or shown, all damage to existing improvements as a result of construction works, shall be made good by the Contractor, to pre-existing conditions. No existing trees, shrubs, sheds or other permanent structures shall be removed without the prior approval in writing of the Superintendent.

The Contractor shall liaise with the relevant local authority where such works are located on public land. Construction and reinstatement works shall conform to the local authorities requirements. The cost for reinstatement work shall be deemed to have been included in the tender.

Existing pavements and kerbs shall be saw cut to provide a neat edge for reinstatement works.

Excavation material shall be deposited in an area causing the least interference to vehicular and pedestrian traffic.

During the period of the Contract, the Contractor shall clean up the construction site and remove all surplus construction material and debris from the site. At the completion of the Contract the site shall be left clean and tidy, all excavation filled flush with the natural ground level, and all excess material removed to the satisfaction of the Superintendent.

2.29 Testing

The Contractor shall be responsible for providing verification that all materials and work comply with the requirements of this specification.

The Contractor shall allow within the tendered rates for all testing as required by the Technical Specification.

Where the tests fail, the work shall be rectified and retested until the work falls within the specified tolerances to the satisfaction of the Flood Damage Site Supervisor and Superintendent.

The Principal shall pay for additional testing requested by the Superintendent unless such tests fail, in which case, such testing shall be at the Contractors expense. All re-tests shall be at the Contractors expense.

2.30 Payments

Progress payments will be assessed for all work installed in accordance with the contract. Full certification of payment will not be made until each section of the work has been tested and approved to the satisfaction of the Flood Damage Site Supervisor and Superintendent.

2.31 Practical Completion

The intended purpose of the Works is to achieve the relevant Authority acceptance and takeover of the Works. Practical Completion shall therefore be awarded when;

- All Authority inspections have been successfully completed and clearances are available at no additional cost to the Principal;
- All testing has been successfully completed;
- All as-constructed details and/or drawings have been accepted by the Flood Damage Site Supervisor and Superintendent.

3. Earthworks

3.1 Scope

All works shall be constructed in accordance with the current version of AS 3798, MRWA standards and this Specification. The specific requirements of this section of the Specification describes the formation of earthworks by cutting, filling and/or importing of suitable material. Requirements are also laid down for the clearing and grubbing of vegetation, stripping and stockpiling of topsoils and for the final trimming and finishing of surfaces for various purposes. If there are any conflicts between this specification and the current relevant MRWA, then the provisions of the MRWA shall prevail.

3.2 Clearing and Grubbing

3.2.1 General

The Contractor shall give seven days notice of intention to clear any section of the works to allow the Flood Damage Site Supervisor to determine the trees, plants and structures to be preserved that may not already be detailed within the limits of clearing.

All suitable spoils from clearing shall be chipped/mulched and stockpiled on site or as directed by the Flood Damage Site Supervisor.

3.2.2 Disposal of Material

Unless otherwise permitted or directed, all debris resulting from clearing operations together with all lying and fallen timber which is not chipped or mulched shall be removed from the Site. All cleared material removed from the Site shall, unless required by the Contractor for other purposes, be loaded, hauled and dumped in compliance with statutory requirements.

No burning is permitted.

3.3 Excavation

3.3.1 General

The Contractor shall remove any unsuitable material exposed when excavated areas have been trimmed to finished formation levels and remove all rocks, boulders etc. which protrude above finished surfaces of subgrades.

No mechanical ripping shall be undertaken within 300 mm of the back of any existing kerb or structure.

3.3.2 Stripping and Stockpiling of Topsoil

Strip topsoil from all areas to be cut or filled.

Unless otherwise directed, the depth of stripping shall be to the bottom of the grass root zone, or to the bottom of any organic layer, whichever is the deeper. Any uncertainty in strip depth shall be brought to the Flood Damage Site Supervisor attention prior to fill being placed. Avoid contamination by any other material.

3.3.3 Disposal of surplus spoil

Surplus spoil is to be stockpiled where specified or disposed off site as directed by the Flood Damage Site Supervisor.

3.4 Filling

3.4.1 General

Before filling commences, the Contractor shall remove any unsuitable material.

Contractor to measure in situ the volume of additional material required to replace unsuitable material.

Proof roll the exposed subgrade to ensure adequate compaction.

Grade all stripped surfaces to prevent accumulation of water.

3.4.2 Materials

Material sources will be specified by the Flood Damage Site Supervisor. Refer to *MRWA Specification 303 Pits and Quarries* for rehabilitation specifications.

In-situ Materials

1. Sand

All fill shall be clean, free draining, medium to coarse sand or equivalent, free from foreign and organic matter. It shall have a clay content of less than 5%.

2. Clay

Where in situ clay is used as fill, it shall be taken directly from the excavation to the fill site, placed and compacted at optimum moisture content in maximum 200 mm layers.

Imported Material

Specification of imported material shall be in accordance with *MRWA Specification 302 Earthworks Section 302.09* stating the following:

- The material shall contain no more than 1% organic matter
- The portion of the material passing the 0.425 mm sieve for imported material shall have a linear shrinkage not exceeding 1%
- The following particle size distribution should be adhered to:

Table 4 Particle Size Distribution for Earthworks Material

AS Sieve Size (mm)	% passing by Mass
37.5	90 – 100
2.36	30 – 100
0.075	1 - 10
AS Sieve Size (mm)	% passing by Mass

3.4.3 Compaction

Place and compact in uniform layers of appropriate thickness and using compaction equipment capable of achieving the level of compaction specified. Each layer shall be compacted to the appropriate density prescribed in Table 5.

During compaction the moisture content of fill should be maintained in the range OMC \pm 2% by drying, or by the addition of moisture, as appropriate. Water spraying equipment used for this purpose shall be capable of distributing water uniformly in controlled quantities. Mechanical mixing of the fill material can be used to help ensure uniform distribution of moisture before commencement of rolling.

3.4.4 Backfilling near structures

The Contractor shall be solely responsible for any damage to existing structures as a result of filling and compacting operations.

3.5 Trimming and Finishing of Surfaces

Prior to Practical Completion, the entire work site is to be trimmed and graded in order to achieve a uniformly neat and tidy Site free of wheel tracks and ruts.

3.6 Acceptance

3.6.1 General

All tests specified herein shall be undertaken by a laboratory, certified by the National Australian Testing Authority, NATA, and approved by the Flood Damage Site Supervisor.

The Contractor shall monitor and test all works specified herein to ensure compliance with requirements specified in Clause 3.6.2.

Upon completion of the compaction process of each and any layer, the Contractor shall determine the in-situ moisture content, dry density and layer thickness of the compacted material throughout the full thickness of the layer at random locations in every 500 m² of surface area. The rate of testing shall be not less than one for each 500 m² of surface area, with a minimum of three tests where the area of each section is less than 500 m².

The in-situ dry density shall be determined in accordance with the requirements of AS 1289 5.3.1 or 5.8.1 as required by the Flood Damage Site Supervisor except that the nuclear density gauge shall be calibrated in accordance with the Main Roads Western Australia Test Method not AS 1289 5.8.3. The density ratio shall be determined in accordance with AS 1289 5.4.1.

For each uniform section of each layer of the material, which has been placed, and compacted, the Contractor shall determine the dry density ratio of the material at random locations throughout the uniform section.

A uniform section is defined as a section in which all of the material has been placed and compacted within a 48 hour period.

Modified maximum dry density determinations shall be made at a rate of not less than one for each uniform section, in accordance with the requirements of AS 1289 5.2.1 (for cohesive soils) and AS 1289 5.5.1 (for cohesionless soils).

3.6.2 Compaction requirements

Compaction requirements for work carried out under this Section of The Specification are itemised in Table 5.

Table 5 *Compaction requirements*

Item		Minimum Relative Density		
		Cohesive Soils	Cohesionless Soils	
		Minimum Dry Density Ratio (AS 1289.5.2.1)	Minimum Dry Density Ratio (AS 1289.5.2.1)	Minimum Density Index (AS 1289.5.5.1)
1	Backfilling of Grub holes and replacement of unsuitable material	Fill with cohesionless soils & compact as per specification.	95% Mod	70%
2	Fill	95% Mod (if $\square 0.075 < 10\%$) 93% Mod (if $10\% < \square 0.075 < 20\%$) Not acceptable if $\square 0.075 > 20\%$	95% Mod	70%
3	Subgrade (to a depth of 0.3m)	93Mod	98% Mod	80%

Notes:

1. All dry density ratios relate to AS 1289.5.2.1 and AS 1289.5.4.1.
2. Density Index as a means for control of achieved relative compaction may be difficult to use and interpret. Local correlations with other methods may exist and can be used where these are well established.

For cohesionless soils a calibration of the Perth Sand Penetrometer (PSP) shall be carried out against the Density Index. Where the Density Index specified in **Error! Reference source not found.** corresponds to less than 7 blows/300 mm of the PSP the compaction required shall be a minimum of 7 blows/ 300 mm. Where the Density Index specified in **Error! Reference source not found.** corresponds to more than 7 blows/ 300 mm of the PSP the compaction required shall be that which yields the specified Density Index or the PSP blows that corresponds to this.

Acceptance of each layer is conditional upon the application of uniform and sufficient compactive effort by appropriate equipment over the whole of the layer.

Where fill material is being placed which the Flood Damage Site Supervisor considers is not suitable for testing by standard laboratory methods, then compaction operations shall be carried out as directed. The Flood Damage Site Supervisor may specify the type of compaction requirement, layer thickness and the means of adjustment of moisture content. Rollers may be required to operate singly or in combination up to a total of 12 coverages.

3.6.3 Tolerances

On completion of cutting, filling and all incidental operations, and before the placement of covering materials, finished surfaces shall conform to the tolerances in level and shape itemised in Table 6.

Table 6 **Tolerances**

Item	Description	Tolerance
1.	Clearing and grubbing (width of design earthworks plus 2 m)	±0.5 m
2.	Earthworks - level	±20 mm
3.	Verge level	±15 mm
4.	Cut or fill batters	±2°
5.	Topsoiling thickness	±10 mm
6.	Subgrade - Width - Level	±100 mm -20 mm, +0 mm

3.6.4 Defective work

Where a section of the work is rejected on the basis of inspection of test results, further compactive effort shall be applied to the section or nominated parts of the section until the specified standard is achieved. Scarify the area for the full depth of the layer and add water as necessary. Mix mechanically to ensure uniform distribution of moisture before commencement of rolling.

4. Stormwater Drainage

4.1 General

All the Works must be constructed in accordance with this Specification and current MRWA standards.

4.2 Materials

4.2.1 Pipes and Precast Components

All pipes and precast components incorporated in the works shall be in first class condition and free of cracks, chips and deformities. Any damaged items shall be rejected and shall be removed from the site.

4.2.2 Concrete pipes

All concrete pipes shall conform to AS 4058 and shall be rubber ring joint type, unless otherwise specified or authorised by the Flood Damage Site Supervisor. Strength class shall be "2" unless otherwise noted on the Drawings.

4.2.3 Precast concrete pit and headwall components

Precast concrete components shall be manufactured by reputable supplier(s) in accordance with the dimensions and details identified on site and acceptable to the Flood Damage Site Supervisor. Proprietary components where specified shall be in accordance with that manufacturer's latest published information.

4.2.4 Concrete

Concrete used for in-situ work shall conform to AS 3600 and be provided by a pre-mix concrete supplier conforming with AS 1379, or mixed on site using materials as specified and plant to the approval of the Flood Damage Site Supervisor.

Concrete for manholes, headwalls, endwalls, and keels shall have a minimum 28 day cylinder test compressive strength of 20 MPa.

The slump shall not exceed 70 mm or be less than 30 mm.

Maximum size of aggregate shall be 20 mm.

4.2.5 Cement

All cement used shall be Portland Cement in accordance with AS 3972 and obtained from an approved manufacturer.

Cement shall be delivered to the site fresh and in sealed bags and there stored in a weatherproof shed until such time that it is to be used. Any bag showing signs of deterioration or setting is to be rejected.

4.2.6 Aggregate

Fine aggregate shall be well graded, clean, sharp and free from clay and organic impurities in accordance with AS 1141.

Coarse aggregate shall be crushed granite or diorite clean and free from all impurities and dust in accordance with AS 1141.

The maximum particle size shall not exceed 20 mm.

4.2.7 Water

Water for use in concrete and mortar shall be of potable quality, free from any impurities harmful to concrete, mortar or steel.

4.2.8 Sand

Sand for mortar shall be crushed stone or natural sand free from all deleterious substances and have a uniform grading.

Sand for bedding or backfilling shall be clean sand free from roots, clay or any deleterious matter.

4.2.9 Steel

Steel reinforcing fabric and steel reinforcing bars for concrete shall comply with the requirements of AS 1302, AS 1303 and AS 1304 and be free from loose rust or matter likely to impair the bond with concrete.

Structural steel shall comply with the requirements of AS 4100.

4.3 Excavation

4.3.1 Dewatering

The Contractor shall allow within his Tender the cost of all dewatering and any additional construction costs due to wet ground conditions.

In the event of water being encountered, the Contractor shall make adequate provision to ensure that the excavation is kept free from water during the process of concrete pouring and for a period of at least 24 hours after the concrete pour. No bedding or pipes shall be laid in water and trenches are to be kept free from water until backfilling has commenced.

4.3.2 Trench excavation

1. Trenching shall be carried out in accordance with the West Australian Occupational Health and Safety Regulations 1996.
2. Trenches are to be cut to line and gradient.
3. The trench widths shall be kept to a minimum consistent with the bed width requirements and the requirements of adequate working space and timbering.
4. Tunnelling shall be only carried out where directed and to the approval of the Superintendent.
5. Should the bed of the trench be over excavated, then the over-excavated volume shall be replaced with a similar material used for the bedding and compacted to a minimum of 90% maximum modified dry density, on the density of the surrounding soil, whichever is the greater, at the Contractor's expense, unless an alternative method is approved by the Superintendent.
6. The excavation of trenches with irregular shaped sides shall be avoided and, where this occurs or there is any danger of sides collapsing, then adequate timbering and strutting shall be placed to the approval of the Superintendent, at the Contractor's expense.
7. Trenches shall be kept free from water, debris and falling earth.
8. The final trimming of the bottom 150 mm of trench excavation must not be carried out until immediately prior to concreting or placing of pipe bedding. Excavation must be completed for a minimum of 10 metres length ahead of pipe laying.
9. Adequate shoring to the approval of the Flood Damage Site Supervisor shall be used where the drain is within 2.0 metres plus the depth of the drain from a building, or load bearing structure, or where requested by the Flood Damage Site Supervisor. Details of the proposed method of shoring to be submitted to the Flood Damage Site Supervisor and approved prior to commencing excavation of this section of drain.

10. The Flood Damage Site Supervisor may at any time during the Contract stop any works he considers necessary, if in his opinion, any part of the work is in an unsafe condition.
11. All surplus or unsuitable materials resulting from trench excavation, pipe laying and backfill shall be removed from site at contractors cost.

4.3.3 Measurement of Excavation

Measurement of excavation for the purpose of costing variations shall be in accordance with the trench dimensions determined by the Flood Damage Site Supervisor.

4.3.4 Obstruction to Traffic

Excavation material shall be deposited in an area causing the least interference to vehicular and pedestrian traffic.

At all times when the works are left unattended, all excavation in public areas shall be fenced off with warning signs and lighting and the Contractor shall ensure that they remain in a safe condition.

These safety precautions shall be subject to the approval of the Superintendent.

4.4 Drain Construction

4.4.1 Pipe Setting

All pipes shall be set in a straight line between pits. On inspection by the Flood Damage Site Supervisor, any pipe not placed in a straight line shall be replaced at the cost of the Contractor.

The acceptable tolerance of pipe setting shall be as specified in "Inspection and Tolerances" clause of this Specification.

Pipes shall be set in an upstream direction unless otherwise approved by the Flood Damage Site Supervisor.

Pipes shall be set using boning rods and profiles unless alternative methods are approved by the Flood Damage Site Supervisor.

4.4.2 Concrete Pipe Jointing

Spigot and socket pipes shall be jointed with the spigot fully home in the socket and rubber ring jointed, as shown on the drawings. Pipes shall be laid such that the sockets face upstream.

Externally flush interlocking pipe shall be jointed with the ends fully butting on the inside face of the pipe and caulked with a 3 part sand to 1 part cement mortar on the outer face of the joint. The mortar shall be neatly struck off flush with the outer surface of the pipe.

While waiting for backfilling, all mortar joints shall be covered with damp clean sand to prevent the mortar cracking.

4.4.3 FRC Pipe Jointing

Pipes shall be jointed with the spigot fully home in the socket and the joint compound cemented. The compound cement used shall be the product recommended by the pipe manufacturer. The pipe jointing compound must be applied to the spigot of the pipe after both surfaces have been cleaned.

4.4.4 Box Culvert Jointing

Box culverts shall be placed on a reinforced concrete base slab to the details shown on the drawings. The box culverts shall be butt jointed and caulked with a 3 part sand to 1 part cement mortar on the outer face of the joint. The lifting recesses shall be caulked in the same manner.

4.4.5 Pipe and Culvert Bedding

Bedding for pipes and culverts shall be strictly in accordance with the details on the Drawings. In the event that soft or unstable material is encountered in the trench base, the Flood Damage Site Supervisor may direct that this be removed and replaced with approved, well compacted material.

Where socket pipes are to be used small recesses shall be left under pipe joints to allow the barrels to bear evenly on foundations for their full length.

Slotted pipes shall be laid on a minimum to 150 mm of crushed rock which shall rise to mid height of the barrel of the pipe, also in a minimum thickness of 150 mm. The crushed rock shall be a 'no fines', grading with maximum particle size of 14 mm unless otherwise specified.

Where shown on the drawings, subsoil drains and slotted pipes, shall be wrapped in an approved geofabric material, such as "Bidum A14" and the trench backfilled with clean free draining sand.

4.5 Headwalls and Endwalls

These are to be constructed using either concrete with 20 MPa 28 day cylinder test compressive strength or mortared stonework as detailed on the Drawings.

Where temporary or precast headwalls are specified, they shall be standard products as manufactured by Humes or Rocla.

For mortared stonework the size and quality of the stone shall be as specified for Stone Pitching, elsewhere in this Specification.

4.6 Inspection and Tolerances

No backfilling shall be commenced until the drainage lines have been approved by the Flood Damage Site Supervisor.

On completion of backfilling, the Flood Damage Site Supervisor shall again inspect the drainage lines for alignment, level and gradient and all pipes must be free from debris.

4.7 Backfilling

4.7.1 Other than under pavements

Pipes shall not be backfilled until they have been inspected and approved by the Flood Damage Site Supervisor. Selected fill shall be used for backfilling to a height of 300 mm above the top of pipes and shall be an approved granular material containing no stone over 25 mm maximum dimension, clay, organic or other deleterious matter and compacted by means of an approved mechanical or a pneumatic tamper to a minimum of 95% of the Modified Maximum Dry Density (M.M.D.D.).

For slotted pipes, selected 14 mm filter aggregate shall be used for bedding and backfilling to the pipe and shall be not less than 150 mm thickness below and above the pipe and for the full width of the trench which shall be not less than 150 mm either side of the pipe.

Care shall be taken so as not to disturb the pipe. For the remainder of the backfilling, material excavated from the trenches may be used provided that it is free from stone over 150 mm diameter, clay, organic or other deleterious matter. The backfilling shall be placed in 300 mm layers and be compacted to a minimum of 95% of the Modified M.D.D.

The surfaces of trenches after backfill shall be graded level with the surrounding ground.

4.7.2 Under Pavements

The material used for backfilling of pipe trenches and pits in pavements shall be a clean granular material free from stones over 25 mm dimension, clay, organic or other deleterious matter and shall be compacted in 300 mm layers to a minimum of 95% of the Modified M.D.D., up to the subgrade level. The pavement shall be reinstated to its original condition.

4.7.3 Trench Subsidence

If any subsidence of backfill occurs during the Contract period, including the Defects Liability Period, in any road, verge, footpath, pavement or elsewhere in the works, the Contractor shall at his own expense, make it good immediately it appears.

In the event of the Contractor's failure to make good such defects, the Superintendent may take action under the provisions of AS 2124.

4.8 Stone Pitching

Where indicated on the drawings, surfaces shall be protected by hand-placed pitching stones. The stone pitching shall be of sound durable stones at least 0.15 cubic metre in volume.

Stones shall generally weigh in excess of 10 kg each and the greatest dimension of any stone shall not exceed 1.5 times its least dimension.

The stones shall be set on a sand bed in a close fitting pattern, watered and rammed into position. Courses of stones shall be placed such that the bed is at right angles to the ground slope. The larger stones shall be used for the lower courses, with smaller stones used at the top. The weight of all stones shall be carried by the ground bedding and not adjacent stones.

The minimum thickness of the pitching, measured at right angles to the ground slope, shall be 150 mm unless otherwise noted on the drawings.

Where specified as mortared stone pitching, the joints between stones shall be raked clean for their full depth and grouted with a 3 parts sand to 1 part Portland Cement mortar

5. Roadworks

5.1 Scope

This section of the specification covers the construction and restoration of road pavements. Current MRWA specifications and Council standards shall apply where available.

5.2 Standards

All work and associated performance tests shall comply with the requirements of all relevant Australian or Main Roads WA (MRWA) standards.

5.3 Quality and Process Control

The Contractor shall continuously monitor the processes used in the supply, filling, mixing, placing, compacting and finishing of construction works and shall continuously monitor the quality of all materials incorporated into the works. As part of the quality and process control, the Contractor shall undertake a program of inspection, testing and supervision with the aim of ensuring that all the materials incorporated in the works conform with the requirements of this specification and the requirements of the Local Authority.

All tests specified herein or required by the Local Authority shall be undertaken by a laboratory, certified by the National Australian Testing Authority (NATA), and results produced within seven days of the test sample.

Copies of all test results shall be supplied to the Flood Damage Site Supervisor within 48 hours of receiving the test results unless otherwise required/noted in this specification. All test results shall include at least all the information listed in the following conformity tables (which have been set-up to enable results to be readily recorded for each test sample).

5.4 Sealed roads

5.4.1 Standards

The following MRWA Specifications are applicable:

501 Pavements

503 Bituminous Surfacing

511 Materials for Bituminous Treatments

601 Signs

602 Guideposts

604 Pavement Marking

5.5 Unsealed Roads

5.5.1 Road Formation

The typical road formation shall be as follows or as directed by the Flood Damage Site Supervisor:

- Base course width of 9 m (or as per existing road width if different)
- Formation width of 11 m (or as per existing road width if different)
- Base course thickness (re-sheeting) of 150 mm
- Cross fall of 4%

- Cross falls to be sloped to the inside of curves
- Table drain depth of 300 mm
- Fill batter typically 1:3
- Cut batter (in table drain) typically 1:2
- Off shoot drain length to be determined by Flood Damage Site Supervisor on site
- Off-shoot drain batters typically 1:2, approximate depth of 300 mm

5.5.2 Restoration of unsealed roads (General)

Reshaping and building up of the existing formation may be required and shall be undertaken as directed by the Flood Damage Site Supervisor. Existing windrowed material may be incorporated into the formation if not detrimental to the pavement integrity and as directed by the Flood Damage Site Supervisor.

Table drains shall be cleared and reshaped as per the dimensions in Section 5.5.1 above or as directed by the Flood Damage Site Supervisor. Care should be taken with regards to Environmental Regulation and requirements.

The existing surface shall be grader scarified to a depth of 100 mm to avoid opportunity for lamination.

Sub-grade surfaces shall be proof rolled prior to placement of sheeting material as directed by the Flood Damage Site Supervisor.

Spreading and compaction of material shall be in accordance with MRWA guidelines to the satisfaction of the Flood Damage Site Supervisor. The total compacted thickness of gravel sheeting shall be 150 mm.

Moisture content shall be closely monitored and conform to MRWA guidelines.

5.5.3 Gravel Sheetting

Sheeting Materials, (MRWA recommended guidelines)

The material for construction of the gravel sheeting must be a material consisting of a well-graded gravelsand mixture with a small proportion of clayey fines. The material must have a maximum Liquid Limit of 35 and a Plasticity Index of between 8-12. The material must be free from particles having any dimension greater than 50 mm and free from weeds, clods, stumps, roots, sticks, vegetable matter or other deleterious materials.

Gravel material having any dimension greater than 50 mm shall be deemed oversize and must not be delivered to the pavement construction area. The particle size distribution of the gravel material should be based on the following:

Table 7 Sieve Size Percentage Passing

Sieve Size	Percentage Passing
55	100
37.5	95 – 100
26.5	90 – 100
19	80 – 100
2.36	35 – 65
0.425	15 – 50
0.075	10 - 40
Plasticity (PI)	8 – 12
4 day soaked CBR	MIN 40%

Source: based on NAASRA (1980)

Sheeting Construction, (MRWA recommended guidelines)

Place material in uniform layers over subgrade surface or lower layers of the pavement. Remove segregated and contaminated material from the site. Do not place material on a previous layer that has become waterlogged or cracked: and/or otherwise deteriorated. Mix the material uniformly throughout with water to achieve a moisture content within 2% of the optimum for the specified conforming Dry Density Ratio.

Each pavement layer worked must be generally parallel to the finished pavement surface and must extend to hinge point. The pavement layer must be worked in compacted layers not more than 200 mm nor less than 100 mm compacted thickness. Pavement material must be spread and compacted to achieve uniformity free from any evidence of segregation. During the whole of the compaction process the Characteristic Moisture Content of the pavement material must be within -2% to +2% of the optimum moisture content.

Compaction will be deemed to be satisfactory when the layer has been compacted with between four (4) and six (6) passes of a vibratory flat drum roller. Each pass will consist of complete longitudinal and transverse coverage of the section. This is to be inspected and verified by the flood damage site supervisor.

The vibratory flat drum roller must be a self-propelled roller with a total static mass of not less than ten (10) tonnes and a centrifugal force on the drum not less than 150 kN in the frequency range of 20 to 30 Hertz. The rolling speed for the vibratory roller must not exceed 7 km per hour. Only driven drum rollers must be utilised.

The gravel pavement for unsealed roads shall be judged to be acceptable when the crossfall is 4% crowned or 4% superelevation (+/- 0.5%) for straights and curves respectively. Completed pavement layers must be in a uniformly bound condition with no evidence of layering, disintegration or surface tearing. The finished surface should appear as a stone mosaic interlocked with fine material and must be dense, even textured and tightly bound.

The level of the completed pavement surface shall be judged to be acceptable when the level measured at any point on the surface is within -5 mm, +20 mm of the pavement level for that point as determined from the Drawings.

Completed pavement layers must be in a uniformly bound condition with no evidence of layering, disintegration or surface tearing. The finished surface should appear as a stone mosaic interlocked with fine material and must be dense, even textured and tightly bound.

Trim Final Pavement Surface, (MRWA recommended guidelines)

Trim with a dense textured surface free of laminations. Remove sticks and any loose material. Ensure surface is free of cracking. Do not introduce new material to the surface after final compaction. Where pavement thickness is 200 mm or greater, scarify to not less than 100 mm depth and recompact where finish not achieved. Where pavement thickness is less than 200 mm scarify and recompact.

6. Quality Assurance

6.1 Introduction

The Contractor shall control the quality of the work and shall fully implement a quality management system under this Contract in accordance with the requirements of the current Australian and International *AS/NZS ISO 9002:1994*.

6.2 QA Management Representative

The Contractor shall be required to nominate a suitably qualified Quality Assurance Representative (QAR) who is at a management level with appropriate authority to effectively control the complete quality assurance process. For construction works the Representative shall be site based.

6.3 Quality System Documentation

The Contractor shall submit to the Flood Damage Site Supervisor a copy of the following documents within 14 days of the award of the Contract:

- Certificate of Approval to AS 9002;
- Corporate Quality Manual (for review and return to the Contractor);
- Two controlled copies of the Project Quality Plan.

The Contractor shall also provide the Flood Damage Site Supervisor with access to inspect Corporate Quality Procedures applicable to this Contract.

The Project Quality Plan shall follow the guidelines of interim Australian and International Standard AS/NZS ISO 9004.5 (Int.): 1995. Guidelines provided by Australian Standard AS/NZS ISO 3905:1997 shall also apply.

The Project Quality Plan shall cover all quality system elements required by the appropriate Quality Systems Standard as specified, that are applicable to this Contract.

As a minimum, the Project Quality Plan shall contain the following information:

- A Project Organisation Chart or list of nominated Project Personnel showing their positions, lines of communication and details of the responsibilities of the positions.
- Details of the qualifications and experience of the following positions:
 - Construction Manager
 - Contractor's Quality Representative (QAR)
 - Machinery Operators
 - Contractor's Representative
- Inspection and Test Plans for the various phases during design, manufacture, construction and commissioning, as applicable to the project, to be submitted at least 14 days prior to commencement of relevant activity.

A copy of the NATA Terms of Registration for the Contractor's Compliance Testing Laboratory (Internal or Sub-Contract).

Project specific operating procedures or descriptions outlining as a minimum, details of activities, who is responsible for implementation/verification, identification of relevant Quality Records and distribution and of such records, to be submitted at least 7 days prior to commencement of relevant activities.

A Register of all intended Quality Records to be used on the project, together with proformas.

6.4 Inspection and Test Plans

Inspection and Test Plans shall contain at least the following information for each significant activity identified in the relevant process:

- Description of activity;
- Specification requirements/reference;
- Person responsible for activity (title);
- Hold Points and Witness Points;
- Activity checklists;
- Inspection and test type;
- Tolerances or other acceptance criteria;
- Identification of relevant procedure and quality records;
- Test/inspection frequency;
- Work item or work lot identification.

Inspection and Test Plans and examples of their relevant activities checklists established for this Contract shall be submitted to the Flood Damage Site Supervisor for review. Where considered necessary the Flood Damage Site Supervisor may request the Contractor to insert additional Hold Points or Witness Points. Provisions shall be made for the Contractor and the Flood Damage Site Supervisor to sign off at these points.

6.5 Identification and Traceability

All work under this Contract including construction and commissioning, shall be subdivided into distinct work lots or work items.

Work lots or work items shall be chosen by the Flood Damage Site Supervisor in collaboration with the Contractor, consistent with any specified requirements, but shall be subject to approval by the Superintendent.

Each work lot or work item shall be assigned a unique identification number.

The Contractor shall maintain a register of all allocated work lot or work item numbers.

This register shall contain as a minimum, the following information:

- Brief description of the work lot or work item;
- Location reference (three dimensional where applicable);
- Lot or item status (conforming or non-conforming).

The Contractor shall ensure that traceability is maintained throughout all documented records under this Contract.

All test results where applicable under this Contract shall be positively identified with their respective work lot or work item number.

The Contractor shall notify the Flood Damage Site Supervisor and Superintendent in writing 24 hours prior to commencing a new work lot or work item.

6.6 Conformance Reports

Conformance Reports shall be forwarded to the Flood Damage Site Supervisor and Superintendent for each designated work lot or work item, within 24 hours of completion of the work lot or work item.

Conformance Reports shall include a verification statement certifying that the relevant work lots or work items have been inspected and/or tested in accordance with the Contractor's Inspection and Test Plan(s) applicable to this Contract and that they comply with the specified requirements of the Contract Documents.

Conformance Reports shall be accompanied by the following documents:

- All relevant signed off Inspection and Test Plans and associated Checklists;
- NATA certified compliance test results (where applicable).
 - *Note: In cases where test results are not available within this period (e.g. 28 day concrete strengths), the Contractor shall submit preliminary results or previous analytical data of the same mix type which statistically indicates a high probability of conformance. Submission of such information does not absolve the Contractor from his responsibilities under this Contract should actual results subsequently identify nonconformance of the work lot or work item.
- Survey and measurement compliance data i.e. as-constructed information (where applicable).

6.7 Non-conformance Reports

The Contractor shall submit a Non-conformance Report to the Flood Damage Site Supervisor and Superintendent within 24 hours of detecting nonconforming work.

The Contractor's Non-conformance Report shall clearly detail but not be limited to the following items:

- The nature and extent of the non-conformance;
- The work lot or work item number it relates to including the precise boundaries of the nonconforming work;
- Any relevant information, data, test results and/or measurements (as applicable);
- The corrective and preventive actions the Contractor proposes to take;
- The timeframe within which the non-conformance will be rectified.

The method of isolating/identifying nonconforming work, applying and releasing hold points, etc., shall be clearly stated in the Project Quality Plan.

The proposed corrective action shall be subject to approval by the Flood Damage Site Supervisor and Superintendent.

6.8 Default by the Contractor

Failure by the Contractor to submit either a Conformance Report or a Non-conformance Report within the nominated time frame shall constitute a substantial breach of the Contract and may, at the Flood Damage Site Supervisor or Superintendent's discretion, be subject to a **stop work order**. As a result of such action by the Superintendent, and in addition to the Contractor's responsibility to rectify the nonconforming work, the Contractor shall be responsible for its own costs for any time delays due to such breach of Contract.

6.9 Hold Points and Witness Points

A Hold Point is defined as a position in the progress of the work under Contract, beyond which further work shall not proceed without mandatory verification by the QAR and the Superintendent.

A Witness Point is defined as a position in the progress of the work under Contract, where the Contractor must notify its QAR and the Superintendent prior to proceeding and the option for attendance for witnessing of inspection and test may be exercised. If any do not attend, then work may nevertheless proceed, unless otherwise instructed.

Witness Points shall apply to verify compliance of the constructed works.

Mandatory Hold Points shall be as specified in the Contract or by the Flood Damage Site Supervisor and shall apply to this Contract to ensure compliance with specified requirements, and to ensure that critical and/or irreversible activities are not constructed incorrectly.

Mandatory Hold Points shall apply prior to commencement of designated **work lots** or **work items**.

To obtain authorisation to proceed, the Contractor shall ensure the following:

- That all work lots or work items affected by the lot or item in question are conforming;
- That all Conformance Reports for all work lots or work items affected by the lot or item in question have been submitted at least 24 hours prior to the time the Contractor intends to proceed with the lot or item in question, thus ensuring that defective work are not built-in.

6.10 Compliance Inspections and Testing

All compliance inspections and tests shall be based on work lots or work items unless otherwise specified in the contract documents. The costs for all such inspections and tests shall be borne by the Contractor and included in the tender price submitted.

All compliance testing shall be carried out by a NATA registered laboratory certified for the tests specified in this Contract.

The Contractor shall advise the Superintendent of the work lot or work item number and the location within the lot or item, prior to any testing of the lot or item.

The Contractor shall submit a Non-conformance Report and the proposed corrective action for any nonconforming test result. No further testing shall be permitted until approval by the Superintendent.

For compliance inspections the Contractor shall nominate responsible persons, who are not directly involved in performing the work.

The frequency of compliance testing shall be in accordance with the minimum requirements of the Contract Documents, or as specified.

The Contractor shall submit to the Flood Damage Site Supervisor and Superintendent any preliminary results on compliance tests carried out for each work lot or work item within 24 hours of completion of tests.

6.11 Subcontracted Work

The Contractor shall ensure that subcontracted works and procured supplies are subject to appropriate quality assurance standards, when incorporated into the works in order to comply with the requirements of this Contract.

If requested by the Superintendent, the Contractor shall provide evidence of appropriate quality assurance for subcontracted work or procured items incorporated into the works under this Contract. This shall include verification by the Contractor.

6.12 Quality Records

The Contractor's quality system shall include sufficient quality records to provide objective evidence that the requirements of the Contract are met. This shall include Design Consultants, Subcontractors and Suppliers records relevant to this Contract.

The Contractor shall, when requested by the Flood Damage Site Supervisor or Superintendent, provide access to all quality records relevant to the Contractor's quality system under this Contract.

Within 28 days of the Date of Completion, the Contractor shall forward a complete and bound clean copy of at least the following records to the Flood Damage Site Supervisor and Superintendent. Previously submitted documents may be selected as appropriate.

- The Work Lot or Work Item Register for the Contract;
- All Conformance and Non-conformance Reports;
- All Inspection and Test Plans and associated Checklists;
- All Test Results, analyses, reports, measurements, appropriate supply documents and observations;
- The original Project Quality Plan and any changes made to the Contractor's Quality System.

Records shall be maintained by the Contractor for a minimum period of two years from the Date of Completion or in accordance with the Contractor's statutory requirements if the latter exceeds the minimum period required for this Contract.

Records for equipment and parts subject to inspection and approval by the relevant regulatory authority shall be made available on site at the time of arrival of all relevant items at site, or after inspections have been carried out on site (if applicable).

6.13 Quality Audits

The Contractor shall submit an audit schedule to the Flood Damage Site Supervisor and Superintendent at the time of submission of the Contractor's Quality System documentation. This shall include internal audits and external audits on Design Consultants, Suppliers and Subcontractors.

The Contractor shall carry out at least one audit on each of these groups, over the duration of the Contract, and submit all audit records including objective evidence for any necessary follow up corrective actions attached to close out corrective action reports.

6.14 Certifications

6.14.1 To Accompany Each Payment Claim

Each Payment Claim shall be accompanied by a Conformance Report from the Contractor in respect of the works completed to the date of the claim and the subject of the claim, certifying that the works as constructed are in full accordance with the Contract requirements.

Appendices

Appendix A

Estimated Quantities

Damage Pickup

ROAD NAME	SLK START	SLK END	LENGTH (L/M)	AREA (M2)	POSITION	DESCRIPTION OF DAMAGE	DEGREE OF DAMAGE	REINSTATEMENT REQUIRED	COMMENTS
Allanooka Springs Road	1.350		1		RHS	Single post - replace sign		Single post - replace sign	Top sign missing.
	1.350		1		RHS	Single post - straighten sign		Single post - straighten sign	Re-attach bottom sign
	1.880		1		LHS	Double post - replace sign		Double post - replace sign	Top sign missing. Bottom sign bent.
Boundary Road	7.120		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
Campbell Road	0.830		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
Coalseam Road	0.000		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	0.040		1		LHS	Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	Missing sign
	0.040		1		RHS	Double post - replace sign and posts, incl footings		Double post - replace sign and posts, incl footings	Missing sign
	0.050		1		LHS	Single post - replace sign		Single post - replace sign	Missing sign
	0.150		1		LHS	Guidepost		Replace guidepost	Missing at least 3 guideposts
	0.160		1		RHS	Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	Sign down. Replace post.
	0.320		1		RHS	Single post - replace sign		Single post - replace sign	Missing sign
	0.750		1		LHS	Single post - replace sign		Single post - replace sign	Missing sign
	0.850		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Sign down. Straighten.
	0.890		1		LHS	Guidepost		Replace guidepost	Missing at least 2 guideposts
	1.590		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	1.900		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	11.190		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Sign down. Straighten.
	11.660		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	13.890		1		RHS	Single post - straighten sign		Single post - straighten sign	Sign cluster skew. Bottom sign to be replaced.
	13.890		1		RHS	Double post - replace sign		Double post - replace sign	Sign cluster skew. Bottom sign to be replaced.
	13.920		1		LHS	Double post - straighten sign and posts incl footings		Double post - straighten sign and posts incl footings	Straighten sign
	15.370	15.520	150		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	
	16.040	16.150	110		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	
	17.280	17.370	90		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	
	18.920		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	22.300	24.380	2080		FW	Pavement Scour (Unsealed)	Minor	Heavy Grade	
	24.830		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	25.000	25.850	850		FW	Pavement Scour (Unsealed)	Minor	Heavy Grade	
	28.100	28.300	200		FW	Pavement Scour (Unsealed)	Medium	Gravel Resheet	Floodway and approaches - resheet
	28.100	28.300	200		FW	Road Silt/Debris	Heavy	Pavement Silt/Debris Removal - Heavy	Floodway - clean out silt and debris
	28.200		1		FW	Guidepost		Replace guidepost	Guideposts at far side of floodway
	28.200		1		LHS	Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	Floodway depth indicator
	28.300	29.350	1050		FW	Pavement Scour (Unsealed)	Medium	Gravel Resheet	Including SLK 28.5 floodway approaches
	28.340		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	28.380	28.580	200		FW	Road Silt/Debris	Heavy	Pavement Silt/Debris Removal - Heavy	Floodway - clean out silt and debris
	28.500		1		LHS	Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	Floodway depth indicator
	29.420		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	29.600		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	31.850		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	32.800	35.090	2290		FW	Pavement Scour (Unsealed)	Medium	Gravel Resheet	
Depot Hill Road	0.200		1		RHS	Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	Straighten sign
	0.250	0.290	40		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	
	0.290	3.430	3140		LHS	Drain Scour	Medium	Drain Reinstate	
	0.290	3.430	3140		RHS	Drain Scour	Medium	Drain Reinstate	
	0.290	0.270	20		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	
	3.130		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
	3.940		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
	3.430	4.530	1100		RHS	Drain Scour	Medium	Drain Reinstate	
	3.430	4.530	1100		RHS	Shoulder Scour	Medium	Shoulder Reinstate	25% of length
	4.530	6.210	1680		LHS	Drain Scour	Minor	Drain Reshape	
	4.530	6.210	1680		RHS	Drain Scour	Minor	Drain Reshape	
	7.780	8.100	320		RHS	Drain Scour	Medium	Drain Reinstate	
	10.170	16.970	6800		LHS	Drain Scour	Medium	Drain Reinstate	Scour intensity varies
	10.170	16.970	6800		RHS	Drain Scour	Medium	Drain Reinstate	Scour intensity varies
	11.260		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
	11.260		1		RHS	Double post - replace sign		Double post - replace sign	
	14.270	14.310	40		FW	Road Silt/Debris	Medium	Pavement Silt/Debris Removal - Medium	

Damage Pickup

ROAD NAME	SLK START	SLK END	LENGTH (L/M)	AREA (M2)	POSITION	DESCRIPTION OF DAMAGE	DEGREE OF DAMAGE	REINSTATEMENT REQUIRED	COMMENTS
Depot Hill Road (Main Road)	0.580		1		RHS	Double post - straighten sign and posts incl footings		Double post - straighten sign and posts incl footings	Straighten sign
	8.850	9.500	650		LHS	Drain Scour	Medium	Drain Reinstate	
	8.850	9.500	650		RHS	Drain Scour	Medium	Drain Reinstate	
	9.220		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Large (back to back) signs down
	9.220		1		RHS	Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	Large (back to back) signs down
	9.500	9.700	200		LHS	Shoulder Scour	Medium	Shoulder Reinstate	
	9.700		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Large (back to back) signs down
	10.000		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten twisted signs (3 sets)
	10.780		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Large (back to back) signs down
	11.020		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	11.050		1		RHS	Single post - straighten sign		Single post - straighten sign	Sign cluster twisted. Straighten signs. One sign bent.
	11.050		1		RHS	Double post - replace sign		Double post - replace sign	Sign cluster twisted. Straighten signs. One sign bent.
	11.520		1		LHS	Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	Large (back to back) signs down
	14.400	14.800	400		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	
Enokurra Road	0.750		1			Guidepost		Replace guidepost	At culvert crossing
	0.750		1			Drain Silt/Debris	Heavy	Drain Silt/Debris Removal - Heavy	Remove debris and clean out culvert
	0.750		1	20		Scour Protection Damage	Medium	Scour Protection Repair - Medium	Rock protection - formula amended for m2
	2.470	2.450	20		LHS	Drain Silt/Debris	Medium	Drain Silt/Debris Removal - Medium	Clean drain and culvert. Additional for pipe.
	2.470		1		RHS	Culvert End Scour	Minor	Culvert End Repair	
	4.450		1		LHS	Culvert Headwall Damage		Culvert Headwall Replace	Insitu constructed headwall
	4.450		1		RHS	Culvert End Scour	Minor	Culvert End Repair	
	0.000	2.350	2350		FW	Rough Surface		Minor Grade	
	2.350	5.950	3600		FW	Pavement Scour (Unsealed)	Minor	Heavy Grade	Loss of gravel in some locations
Erangy Spring Road	0.000	10.860	10860		FW	Rough Surface		Minor Grade	Seems road was used while wet. Surface rutting.
	10.860		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign cluster
Jones Road	0.000	4.900	4900		FW	Rough Surface		Minor Grade	
Manarra Road	2.950	4.800	1850		LHS	Drain Scour	Medium	Drain Reinstate	
	2.950	4.800	1850		RHS	Drain Scour	Medium	Drain Reinstate	
	2.950	4.800	1850		FW	Rough Surface		Minor Grade	
	4.700	4.900	200		FW	Pavement Scour (Unsealed)	Medium	Gravel Resheet	Approaches to floodway - resheet
	4.800	4.830	30	60	FW	Scour Protection Damage	Medium	Scour Protection Repair - Medium	Rock protection - formula amended for m2
	4.800		1		FW	Guidepost		Replace guidepost	Guideposts at floodway
	4.800		1		FW	Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	Flood depth marker
Michael Road	0.000	2.000	2000		LHS	Drain Scour	Medium	Drain Reinstate	
	0.000	2.000	2000		RHS	Drain Scour	Medium	Drain Reinstate	
	3.150	4.430	1280		LHS	Drain Scour	Medium	Drain Reinstate	
	3.150	4.430	1280		RHS	Drain Scour	Medium	Drain Reinstate	
	0.000	4.430	4430		FW	Rough Surface		Minor Grade	
	4.430	5.950	1520		FW	Pavement Scour (Unsealed)	Minor	Heavy Grade	
Mingenew-Mullewa Road	0.800	3.300	2500		LHS	Drain Scour	Medium	Drain Reinstate	
	0.800	3.300	2500		RHS	Drain Scour	Medium	Drain Reinstate	
	0.800	1.100	300		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	
	4.300	5.560	1260		LHS	Drain Scour	Medium	Drain Reinstate	
	4.300	5.560	1260		RHS	Drain Scour	Medium	Drain Reinstate	
	11.930		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Sign cluster down
	13.270		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Sign cluster down
	13.270		1		RHS	Double post - replace sign		Double post - replace sign	Sign cluster down
	13.550		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
Mingenew-South Road	1.000	1.210	210		LHS	Drain Scour	Medium	Drain Reinstate	
	1.210		1		LHS	Crossover Scour	Minor	Crossover Reshape	
	4.250	4.220	30		FW	Road Silt/Debris	Medium	Pavement Silt/Debris Removal - Medium	In vicinity of access. Also remove silt from road
	4.250	4.220	30		LHS	Shoulder Scour	Heavy	Shoulder Reconstruct	In vicinity of access. Also remove silt from road
	3.900	5.550	1650		RHS	Drain Scour	Medium	Drain Reinstate	
	4.250	4.270	20		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	
	16.540		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
	16.540		1		LHS	Double post - replace sign		Double post - replace sign	

Damage Pickup

ROAD NAME	SLK START	SLK END	LENGTH (L/M)	AREA (M2)	POSITION	DESCRIPTION OF DAMAGE	DEGREE OF DAMAGE	REINSTATEMENT REQUIRED	COMMENTS
Morawa-Yandanooka Road	0.000	5.090	5090		FW	Rough Surface		Minor Grade	
	0.000	1.350	1350		LHS	Drain Scour	Medium	Drain Reinstate	
	0.000	1.350	1350		RHS	Drain Scour	Medium	Drain Reinstate	
	5.800	8.000	2200		FW	Rough Surface		Minor Grade	
	8.000	10.000	2000		FW	Gravel Surface Washoff		Medium Grade	
	12.000	15.370	3370		LHS	Drain Scour	Medium	Drain Reinstate	
	12.000	15.370	3370		RHS	Drain Scour	Medium	Drain Reinstate	
Mount Scratch Road	0.000		1			Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	Sign missing
	0.040		1		LHS	Double post - replace sign and posts, incl footings		Double post - replace sign and posts, incl footings	Sign missing
	1.760		1			Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	3.500	8.360	4860		FW	Gravel Surface Washoff		Medium Grade	
Nanekine Road	0.090		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	4.870		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	5.100		1		RHS	Single post - replace sign		Single post - replace sign	Straighten sign
	5.100		1		RHS	Double post - straighten sign and posts incl footings		Double post - straighten sign and posts incl footings	Straighten sign
	5.410		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
Narandagy-Pintharuka Road	7.510		1			Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	7.560	8.470	910		LHS	Drain Scour	Medium	Drain Reinstate	
	7.560	8.470	910		RHS	Drain Scour	Medium	Drain Reinstate	
	9.490	9.700	210		LHS	Drain Scour	Heavy	Drain Reconstruct	
	9.700	9.830	130		FW	Pavement Scour (Unsealed)	Minor	Heavy Grade	
	9.830	11.200	1370		LHS	Drain Scour	Medium	Drain Reinstate	
	11.200	11.410	210		FW	Pavement Scour (Unsealed)	Minor	Heavy Grade	
	11.410	14.900	3490		FW	Gravel Surface Washoff		Medium Grade	
Newton Road	0.000	1.560	1560		FW	Rough Surface		Minor Grade	
Scroops Road	12.260	12.500	240		FW	Pavement Scour (Unsealed)	Medium	Gravel Resheet	
Switchback Road	0.090		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	4.080		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	11.680		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	0.500	0.740	240		LHS	Drain Scour	Medium	Drain Reinstate	
	0.500	0.740	240		RHS	Drain Scour	Medium	Drain Reinstate	
	0.740	3.300	2560		FW	Gravel Surface Washoff		Medium Grade	
	3.300	9.860	6560		FW	Pavement Scour (Unsealed)	Minor	Heavy Grade	
	9.860	11.700	1840		FW	Rough Surface		Minor Grade	
Telara Road	0.000	1.300	1300		LHS	Drain Scour	Medium	Drain Reinstate	
	0.000	1.300	1300		RHS	Drain Scour	Medium	Drain Reinstate	
	11.620		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
Wick Road	0.000	10.650	10650		LHS	Drain Scour	Medium	Drain Reinstate	
	0.000	10.650	10650		RHS	Drain Scour	Medium	Drain Reinstate	
	4.020		1		LHS	Culvert End Scour	Minor	Culvert End Repair	
	4.020		1		RHS	Culvert End Scour	Heavy	Culvert End Reconstruct	
Willis Road	2.260	2.750	490		LHS	Drain Scour	Medium	Drain Reinstate	
	2.260	2.750	490		RHS	Drain Scour	Medium	Drain Reinstate	
Yandanooka-Melarra Road	0.000	14.900	14900		FW	Drain Silt/Debris	Minor	Drain Silt/Debris Removal - Minor	
	8.400	14.900	6500		FW	Rough Surface		Minor Grade	
	2.620	2.950	330		LHS	Drain Scour	Medium	Drain Reinstate	
	2.950	3.950	1000		LHS	Drain Scour	Medium	Drain Reinstate	
	2.950	3.950	1000		RHS	Drain Scour	Medium	Drain Reinstate	
	15.090		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Straighten sign
	17.650		1		LHS	Culvert End Scour	Minor	Culvert End Repair	
	17.650		1		RHS	Culvert End Scour	Minor	Culvert End Repair	
	17.650		1			Drain Silt/Debris	Medium	Drain Silt/Debris Removal - Medium	Debris removal - Both sides
	17.650		1			Guidepost		Replace guidepost	Guideposts at culvert
	19.560		1		RHS	Drain Silt/Debris	Heavy	Drain Silt/Debris Removal - Heavy	Silt removal at floodway and cleaning out pipe
	19.500	19.620	120		LHS	Drain scour	Medium	Drain Reinstate	Approaches to floodway
	19.500	19.620	120		RHS	Drain Scour	Medium	Drain Reinstate	Approaches to floodway
	19.560		1			Guidepost		Replace guidepost	Guideposts at floodway
	19.550	19.570	20	50	LHS	Scour Protection Damage	Heavy	Scour Protection Repair - Heavy	Rock protection - formula amended for m2
	19.700		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
	19.860		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
Yandanooka North East Road	8.500	19.800	11300		FW	Drain Silt/Debris	Minor	Drain Silt/Debris Removal - Minor	
Yandanooka South Road	0.000	3.680	3680		FW	Drain Silt/Debris	Medium	Drain Silt/Debris Removal - Medium	Minor drain reshaping also required
	0.000	3.680	3680		FW	Rough Surface		Minor Grade	
	3.440		1		LHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	

Damage Pickup

ROAD NAME	SLK START	SLK END	LENGTH (L/M)	AREA (M2)	POSITION	DESCRIPTION OF DAMAGE	DEGREE OF DAMAGE	REINSTATEMENT REQUIRED	COMMENTS
Yandanooka West Road (W side)	0.000	8.280	8280		FW	Rough Surface		Minor Grade	
	0.000	8.280	8280		FW	Drain Scour	Medium	Drain Reinstate	Additional for drains - Left and right sides - 50% each
	9.500	18.310	8810		LHS	Drain Scour	Medium	Drain Reinstate	
	9.500	18.310	8810		RHS	Drain Scour	Medium	Drain Reinstate	
Yandanooka West Road (E side)	0.300	1.600	1300		FW	Gravel Surface Washoff		Medium Grade	
	0.300	2.800	2500		LHS	Drain Scour	Medium	Drain Reinstate	
	0.300	2.800	2500		RHS	Drain Scour	Medium	Drain Reinstate	
	9.320	11.470	2150		LHS	Drain Scour	Medium	Drain Reinstate	
Ikewa Street	0.000	0.040	40		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	Silt on town roads - manual input
	0.090		40		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	Silt on town roads - manual input
	0.090		1		RHS	Single post - straighten sign		Single post - straighten sign	
Irwin Street	0.130		1			Single post - straighten sign		Single post - straighten sign	Factor 1.5 - fixtures corroded, may need replacement
	0.220		1			Single post - straighten sign		Single post - straighten sign	Factor 1.5 - fixtures corroded, may need replacement
	0.220		1			Single post - replace sign		Single post - replace sign	
	0.360		1			Single post - straighten sign		Single post - straighten sign	Factor 1.5 - fixtures corroded, may need replacement
King Street	0.180		1			Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Factor 1.5 - fixtures corroded, may need replacement
	0.470		1			Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
	0.610		40		FW	Road Silt/Debris	Minor	Pavement Silt/Debris Removal - Minor	Silt on town roads - manual input
	0.720		1			Single post - straighten sign		Single post - straighten sign	Factor 1.5 - fixtures corroded, may need replacement
Linthorne Street	0.430		1			Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Factor 1.5 - fixtures corroded, may need replacement
Nelson Pearse Street	0.090		1		RHS	Single post - replace sign		Single post - replace sign	
	0.100		1		RHS	Single post - replace sign		Single post - replace sign	
	0.220		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	Factor 1.5 - fixtures corroded, may need replacement
Phillip Street	0.010	0.130	120		LHS	Damaged town verge		Verge - Gravel infill and compaction	
	0.480		1		RHS	Single post - straighten sign		Single post - straighten sign	Factor 1.5 - fixtures corroded, may need replacement
Shenton Street	0.450		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
	0.450	0.540	90		FW	Road Silt/Debris	minor	Pavement Silt/Debris Removal - Minor	Silt on town roads - manual input
Victoria Road	0.440		1		RHS	Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
	2.450	2.490	40		LHS	Shoulder Scour	Medium	Shoulder Reinstate	Wide section
View Street	1.900		1		RHS	Single post - replace sign and post, incl footing		Single post - replace sign and post, incl footing	
	1.900		1		FW	Crossover Scour	Minor	Crossover Reshape	
William Street	0.010		1			Single post - straighten sign and post, incl footings		Single post - straighten sign and post, incl footings	
	0.060		1			Single post - replace sign		Single post - replace sign	

Appendix B

Photo Report of Flood Damage

Damage Assessment Photo Report

Severe Tropical Cyclone Seroja AGRN 965

Shire of Mingenew

14 May 2021



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1. Introduction

The Shire of Mingenew sustained extensive damage to road and drainage infrastructure as a result of Severe Tropical Cyclone Seroja on 11-12 April 2021. The Shire of Mingenew engaged GHD to undertake the damage assessment and cost estimate required for approval through the DRFA WA. The damage pick up was conducted by GHD on the 15th, 16th and 23rd of April 2021 as well as on the 13th of May 2021.

1.1 Purpose of this report

The purpose of this report is to provide a selection of photos to indicate the extent of damage caused to Shire infrastructure.

1.2 Damaged Roads

The list of roads for which the damage assessment and cost estimates were prepared are as follows.

Table 1.1 Road affected by Severe Tropical Cyclone Seroja

Road Number	Road Name
5090008	Allanooka Springs Road
5090062	Boundary Road
5090028	Campbell Road
5090003	Coalseam Road
5090006	Depot Hill Road
5090088	Depot Hill Road
5090013	Enokurra Road
5090009	Erangy Spring Road
5090055	Ikewa Street
5090052	Irwin Street
5090023	Jones Road
5090040	King Street
5090046	Linthorne Street
5090020	Manarra Road
5090031	Michael Road
5090080	Mingenew - Mullewa Road
5090001	Mingenew South Road
5090011	Mooriary Road
5090015	Morawa - Yandanooka Road
5090021	Mount Scratch Road
5090004	Nanekine Road
5090022	Narandagy - Pintharuka Road
5090059	Nelson Pearse Street
5090029	Newton Road
5090045	Phillip Street

Road Number	Road Name
5090017	Scroops Road
5090043	Shenton Street
5090018	Strawberry North East Road
5090019	Switchback Road
5090025	Telara Road
5090041	Victoria Road
5090060	View Street
5090026	Wick Road
5090044	William Street
5090027	Willis Road
5090005	Yandanooka - Melarra Road
5090002	Yandanooka North East Road
5090014	Yandanooka South Road
5090012	Yandanooka West Road (West of Mingenew South Road)
5090089	Yandanooka West Road (East of Mingenew South Road)
5090010	Yarragadee West Road

1.3 Scope and limitations

This report: has been prepared by GHD for Shire of Mingenew and may only be used and relied on by Shire of Mingenew for the purpose agreed between GHD and Shire of Mingenew as set out in section 1 of this report.

GHD otherwise disclaims responsibility to any person other than Shire of Mingenew arising in connection with this report. GHD also excludes implied warranties and conditions, to the extent legally permissible.

The services undertaken by GHD in connection with preparing this report were limited to those specifically detailed in the report and are subject to the scope limitations set out in the report.



The opinions, conclusions and any recommendations in this report are based on conditions encountered and information reviewed at the date of preparation of the report. GHD has no responsibility or obligation to update this report to account for events or changes occurring subsequent to the date that the report was prepared.

1.4 Scope of work

This report covers Essential Public Asset Repair works to be undertaken and does not include works undertaken by the Shire and other emergency services immediately after the Cyclone event.


3. Allanooka Springs Road (5090008)

3.1 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 1.35
	Reinstate guidepost/sign at SLK 7.31


5. Boundary Road (5090062)

5.1 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 7.12

7. Campbell Road (5090028)

7.1 Guidepost/Sign Damage


Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Replace guidepost/sign at SLK 0.83

9. Coalseam Road (5090003)


9.1 SLK 15.37 to SLK 15.52

Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal - Minor
	
	




10.1 SLK 16.04 to SLK 16.15

Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal - Minor
	




10.2 SLK 17.28 to SLK 17.37

Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal - Minor
	


11.1 SLK 22.30 to SLK 24.38

Damaged	Reinstated
Minor Pavement Scour (Unsealed): Surface gravel has been washed from the pavement with minor scouring up to 50mm deep	Heavy Grade
	
	
	

12.1 SLK 25.00 to SLK 25.85




Damaged	Reinstated
<p>Minor Pavement Scour (Unsealed): Surface gravel has been washed from the pavement with minor scouring up to 50mm deep</p>	<p>Heavy Grade</p>
	
	
	

13.1 SLK 28.20




Damaged	Reinstated
<p>Heavy Road Silt/Debris: Large volumes of silt/debris over pavement requiring removal from site up to 500mm deep</p> <p>Medium pavement scour (unsealed): Scour to the pavement surface up to 200mm deep or full base course.</p>	<p>Pavement Silt/Debris Removal - Heavy</p> <p>Gravel Resheet Floodway Approches</p>
	
	
	

14.1 SLK 28.30 to SLK 29.35

Damaged	Reinstated
<p>Medium pavement scour (unsealed): Scour to the pavement surface up to 200mm deep or full base course.</p>	<p>Gravel Resheet</p>
	
	
	

Damaged	Reinstated
	
	
	




15.1 SLK 28.50

Damaged	Reinstated
<p>Heavy Road Silt/Debris: Large volumes of silt/debris over pavement requiring removal from site up to 500mm deep</p> <p>Medium pavement scour (unsealed): Scour to the pavement surface up to 200mm deep or full base course.</p>	<p>Pavement Silt/Debris Removal – Heavy</p> <p>Gravel Resheet</p>
	
	
	

16.1 SLK 32.80 to SLK 35.09

Damaged	Reinstated
Medium pavement scour (unsealed): Scour to the pavement surface up to 200mm deep or full base course.	Gravel Resheet
	
	
	

16.2 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 0.00
	Reinstate guidepost/sign at SLK 0.05
	Replace guidepost/sign at SLK 0.16

Damaged	Reinstated
	<p>Replace guidepost/sign at SLK 0.15 to SLK 0.25 (3 no)</p>
	<p>Replace guidepost/sign at SLK 0.32 L+R</p>
	<p>Replace guidepost/sign at SLK 0.40</p>
	<p>Replace guidepost/sign at SLK 0.75</p>

Damaged	Reinstated
	Reinstate guidepost/sign at SLK 0.85
	Replace guidepost/sign at SLK 0.89
	Reinstate guidepost/sign at SLK 1.59
	Reinstate guidepost/sign at SLK 1.90

Damaged	Reinstated
	<p>Replace guidepost/sign at SLK 5.63</p>
	<p>Replace guidepost/sign at SLK 11.19</p>
	<p>Reinstate guidepost/sign at SLK 11.66</p>
	<p>Replace guidepost/sign at SLK 13.89</p>

Damaged	Reinstated
	<p>Replace guidepost/sign at SLK 13.92</p>
	<p>Reinstate guidepost/sign at SLK 18.92</p>
	<p>Reinstate guidepost/sign at SLK 24.83</p>
	<p>Replace guidepost/sign at SLK 28.34</p>


Damaged	Reinstated
	<p>Reinstate guidepost/sign at SLK 29.42</p>
	<p>Reinstate guidepost/sign at SLK 29.60</p>
	<p>Reinstate guidepost/sign at SLK 31.85</p>



18. Depot Hill Road (5090088)

18.1 SLK 0.29


Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal - Minor
	


18.2 SLK 0.29 to SLK 3.43

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	


Damaged	Reinstated
	
	



18.3 SLK 3.43 to SLK 4.53

Damaged	Reinstated
Minor Shoulder Scour: Scouring that can be reshaped by grading with no material import	Shoulder Reshape
	


Damaged	Reinstated
	
	



18.4 SLK 4.53 to SLK 6.21

Damaged	Reinstated
Minor Drain Scour: Scouring that can be reshaped by grading with no material import	Drain Reshape
	


Damaged	Reinstated
	
	




18.5 SLK 7.78 to SLK 8.10

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	



Damaged	Reinstated
	
	

18.6 SLK 10.17 to SLK 16.97

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	




Damaged	Reinstated
	
	
	

19.1 SLK 14.27

Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal - Minor
	
	

19.2 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Replace guidepost/sign at SLK 0.20


Damaged	Reinstated
	<p>Replace guidepost/sign at SLK 3.13</p>
	<p>Reinstate guidepost/sign at SLK 3.94</p>
	<p>Reinstate guidepost/sign at SLK 11.26</p>

21. Depot Hill Road (5090006)

21.1 SLK 8.85 to SLK 9.5

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	

21.2 SLK 9.50 to SLK 9.70

Damaged	Reinstated
Heavy Shoulder Scour: Scouring which requires a large amount of material to re-form, shape and compact up to 500mm deep	Shoulder Reconstruct
	

Damaged	Reinstated
	


21.3 SLK 14.40 to SLK 14.80

Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal - Minor
	

21.4 Guidepost/Sign Damage




Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 0.58

Damaged	Reinstated
	<p>Replace guidepost/sign at SLK 9.22</p>
	<p>Replace guidepost/sign at SLK 9.70</p>
	<p>Reinstate guidepost/sign at SLK 9.88</p>
	<p>Reinstate guidepost/sign at SLK 10.00 to SLK 10.13</p>



Damaged	Reinstated
	<p>Reinstate guidepost/sign at SLK 11.02</p>
	<p>Reinstate guidepost/sign at SLK 11.05</p>

23. Enokurra Road (5090013)




23.1 SLK 0.00 to SLK 2.35

Damaged	Reinstated
<p>Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required</p>	<p>Minor Grade</p>
	
	
	

23.2 SLK 0.75



Damaged	Reinstated
<p>Damage culvert crossing</p> <p>Medium Culvert End Scour: Localised scouring to the material around the inlet or outlet of the headwall up to 200mm deep</p>	<p>Culvert End Reinstatement</p>
	
	

24.1 SLK 2.35 to SLK 5.95

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Minor Pavement Scour (Unsealed): Surface gravel has been washed from the pavement with minor scouring up to 50mm deep, table drains scouring/silting, Removal of silt to waste site. Material import 30-40%</p>	<p>Drain Reinstatement</p> <p>Heavy Grade</p>
	
	
	

Damaged	Reinstated
	

24.2 SLK 2.47




Damaged	Reinstated
<p>Minor Culvert End Scour: Minor localised scouring to the material around the inlet or outlet of the headwall up to 50mm deep</p> <p>Medium Culvert End Scour: Localised scouring to the material around the inlet or outlet of the headwall up to 200mm deep</p>	<p>Culvert End Repair</p> <p>Culvert End Reinstatement</p>
	
	




24.3 SLK 4.45

Damaged	Reinstated
<p>Heavy Culvert Headwall Damage: Damage to the headwall either requiring replacement or re-installation</p> <p>Heavy Culvert End Scour: Large localised scouring to the material around the inlet or outlet of the headwall up to 500mm deep</p>	<p>Culvert Headwall Replace</p> <p>Culvert End Reconstruct</p>
	
	
	


25. Erangy Spring Road (5090009)

25.1 SLK 0.00 to SLK 10.86

Damaged	Reinstated
Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required	Minor Grade
	
	
	

Damaged	Reinstated
	
	
	

26.1 Guidepost/Sign Damage

Damaged	Reinstated
<p data-bbox="172 282 703 315">Guidepost/Sign Damage: Replace guidepost/sign</p> 	<p data-bbox="849 327 1267 360">Reinstate guidepost/sign at SLK 10.86</p>

28. Ikewa Street (5090055)

28.1 SLK 0.00 to SLK 0.04

Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal – Minor
	

28.2 SLK 0.09

Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal – Minor
	

28.4 Guidepost/Sign Damage

Damaged	Reinstated
<p data-bbox="172 282 703 315">Guidepost/Sign Damage: Replace guidepost/sign</p> 	<p data-bbox="850 327 1254 360">Reinstate guidepost/sign at SLK 0.09</p>

29. Irwin Street (5090052)

29.1 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 0.13
	Reinstate guidepost/sign at SLK 0.22
	Reinstate guidepost/sign at SLK 0.36

30. Jones Road (5090023)

30.1 SLK 0.00 to SLK 4.90

Damaged	Reinstated
<p>Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required</p>	<p>Minor Grade</p>
	
	
	

31. King Street (5090040)

31.1 SLK 0.61


Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal – Minor
	
	

31.3 Guidepost/Sign Damage

Damaged	Reinstated
<p>Guidepost/Sign Damage: Replace guidepost/sign</p> 	<p>Reinstate guidepost/sign at SLK 0.18</p>
	<p>Reinstate guidepost/sign at SLK 0.47</p>
	<p>Reinstate guidepost/sign at SLK 0.72</p>




32. Linthorne Street (5090046)

32.1 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 0.43




33. Manarra Road (5090020)

33.1 SLK 2.95 to SLK 4.80

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required</p>	<p>Drain Reinstatement</p> <p>Minor Grade</p>
	
	
	




33.2 SLK 4.70 to 4.90

Damaged	Reinstated
<p>Medium Scour Protection Damage: Damage to the rock protection, medium replacement volume up to 200mm thick layer</p> <p>Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement</p> <p>Medium pavement scour (unsealed): Scour to the pavement surface up to 200mm deep or full base course.</p>	<p>Scour Protection Repair – Medium</p> <p>Pavement Silt/Debris Removal – Minor</p> <p>Gravel Resheet</p>
	
	
	

Damaged	Reinstated
	
	
	

35. Michael Road (5090031)



35.1 SLK 0.00 to SLK 2.00

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement</p> <p>Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required</p>	<p>Drain Reinstatement</p> <p>Pavement Silt/Debris Removal – Minor</p> <p>Minor Grade</p>
	
	
	

35.2 SLK 3.15 to SLK 4.43

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required</p>	<p>Drain Reinstatement</p> <p>Minor Grade</p>
	
	

36.1 SLK 4.43 to SLK 5.95

Damaged	Reinstated
<p>Minor Pavement Scour (Unsealed): Surface gravel has been washed from the pavement with minor scouring up to 50mm deep</p>	<p>Heavy Grade</p>
	
	



38. Mingenew - Mullewa Road (5090080)

38.1 SLK 0.80 to SLK 3.30

Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal - Minor
	
	
	

38.2 SLK 4.30 to SLK 5.56

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement</p>	<p>Drain Reinstatement</p> <p>Pavement Silt/Debris Removal - Minor</p>
	
	
	

Damaged	Reinstated
	
	

38.3 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Replace guidepost/sign at SLK 11.93

Damaged	Reinstated
	<p>Replace guidepost/sign at SLK 13.27</p>
	<p>Replace guidepost/sign at SLK 13.55</p>

40. Mingenew South Road (5090001)

40.1 SLK 1.00 to SLK 1.21


Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	
	

41.1 SLK 1.21


Damaged	Reinstated
Medium Crossover Scour: Scouring that can be reinstated, graded and compacted with some material import required	Crossover Reinstated
	
	

41.2 SLK 3.90 to SLK 5.52

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstated
	

Damaged	Reinstated
	

41.3 SLK 4.25

Damaged	Reinstated
<p>Medium Crossover Scour: Scouring that can be reinstated, graded and compacted with some material import required</p> <p>Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement</p>	<p>Crossover Reinstatement</p> <p>Pavement Silt/Debris Removal - Minor</p>
	

42.1 SLK 5.52



Damaged	Reinstated
Medium Crossover Scour: Scouring that can be reinstated, graded and compacted with some material import required	Crossover Reinstated
	

42.2 Guidepost/Sign Damage



Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Replace guidepost/sign at SLK 16.54



44. Mooriary Road (5090011)

44.1 SLK 0.00 to SLK 0.27

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	
	
	




44.2 SLK 0.27 to SLK 9.28




Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p>	<p>Drain Reinstatement</p>
	
	
	

Damaged	Reinstated
	
	




46. Morawa - Yandanooka Road (5090015)




46.1 SLK 0.00 to SLK 5.09

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement</p> <p>Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required</p>	<p>Drain Reinstatement</p> <p>Pavement Silt/Debris Removal – Minor</p> <p>Minor Grade</p>
	
	
	


Damaged	Reinstated
	
	
	

47.1 SLK 5.8 to SLK 8.00



Damaged	Reinstated
<p>Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required</p>	<p>Minor Grade</p>
	
	
	





Damaged	Reinstated
	
	
	

48.1 SLK 8.00 to SLK 10.00

Damaged	Reinstated
Gravel Surface Washoff: Surface gravel has been washed from the pavement, small material import	Medium Grade
	




48.2 SLK 12.00 to SLK 15.37




Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	
	

Damaged	Reinstated
	
	
	
	



49. Mount Scratch Road (5090021)

49.1 SLK 3.50 to SLK 8.36

Damaged	Reinstated
Gravel Surface Washoff: Surface gravel has been washed from the pavement, removal of silt, small material import (10-20%)	Medium Grade
	
	
	




Damaged	Reinstated
	
	
	


50.1 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Replace guidepost/sign at SLK 0.00
	Replace guidepost/sign at SLK 0.04
	Reinstate guidepost/sign at SLK 1.76

52. Nanekine Road (5090004)



52.1 Guidepost/Sign Damage

Damaged	Reinstated
<p>Guidepost/Sign Damage: Replace guidepost/sign</p> 	<p>Reinstate guidepost/sign at SLK 0.09</p>
	<p>Reinstate guidepost/sign at SLK 4.87</p>
	<p>Reinstate guidepost/sign at SLK 5.10</p>

Damaged	Reinstated
	<p>Reinstate guidepost/sign at SLK 5.41</p>

54. Narandagy - Pintharuka Road (5090022)



54.1 SLK 7.56 to SLK 8.47

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	
	
	

54.2 SLK 9.49 to SLK 9.70



Damaged	Reinstated
<p>Heavy Drain Scour: Scouring which requires a large amount of material to re-form, shape and compact up to 500mm deep</p>	<p>Drain Reconstruct</p>
	
	
	

55.1 SLK 9.7 to SLK 9.83


Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Minor Pavement Scour (Unsealed): Surface gravel has been washed from the pavement with minor scouring up to 50mm deep</p>	<p>Drain Reinstatement</p> <p>Heavy Grade</p>
	
	

56.1 SLK 9.83 to SLK 11.20

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p>	<p>Drain Reinstatement</p>
	
	
	

Damaged	Reinstated
	
	


56.2 SLK 11.2 to SLK 11.41

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Minor Pavement Scour (Unsealed): Surface gravel has been washed from the pavement with minor scouring up to 50mm deep</p>	<p>Drain Reinstat</p> <p>Heavy Grade</p>
	


Damaged	Reinstated
	

56.3 SLK 11.41 to SLK 14.90

Damaged	Reinstated
Gravel Surface Washoff: Surface gravel has been washed from the pavement, small material import	Medium Grade
	
	

Damaged	Reinstated
	
	
	

57.1 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 7.51

59. Nelson Pearse Street (5090059)

59.1 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 0.09
	Reinstate guidepost/sign at SLK 0.10
	Reinstate guidepost/sign at SLK 0.22

60. Newton Road (5090029)

60.1 SLK 0.00 to SLK 1.56

Damaged	Reinstated
Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required	Minor Grade
	
	
	

62. Phillip Street (5090045)

62.1 SLK 0.01 to SLK 0.13

Damaged	Reinstated
Verge Surface Washed off	Gravel Infill and Compaction
	
	
	

62.2 Guidepost/Sign Damage



Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	

Damaged	Reinstated
	<p>Reinstate guidepost/sign at SLK 0.05</p>
	<p>Reinstate guidepost/sign at SLK 0.48</p>

63. Scroops Road (5090017)

63.1 SLK 12.26 to 12.50

Damaged	Reinstated
<p>Medium pavement scour (unsealed): Scour to the pavement surface up to 200mm deep or full base course.</p>	<p>Gravel Resheet</p>
	
	
	


Damaged	Reinstated
	
	

65. Shenton Street (5090043)

65.1 SLK 0.45 to SLK 0.54


Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal – Minor
	

65.2 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 0.45




66. Strawberry North East Road (5090018)

66.1 SLK 1.80 to SLK 2.10

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	


66.2 SLK 4.10 to SLK 14.30

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	


Damaged	Reinstated
	
	
	
	

67. Switchback Road (5090019)

67.1 SLK 0.5 to SLK 0.74


Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	


67.2 SLK 0.74 to SLK 3.3


Damaged	Reinstated
Gravel Surface Washoff: Surface gravel has been washed from the pavement, small material import	Medium Grade
	

Damaged	Reinstated
	
	



67.3 SLK 3.30 to SLK 9.86

Damaged	Reinstated
Minor Pavement Scour (Unsealed): Surface gravel has been washed from the pavement with minor scouring up to 50mm deep, table drains scouring/silting, Removal of silt to waste site. Material import 30-40%	Heavy Grade
	

Damaged	Reinstated
	
	
	
	



Damaged	Reinstated
	


67.4 SLK 9.86 to SLK 11.70

Damaged	Reinstated
Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required	Minor Grade
	
	

Damaged	Reinstated
	




67.5 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Replace guidepost/sign at SLK 0.09
	Replace guidepost/sign at SLK 4.08


Damaged	Reinstated
 <p>A photograph showing a dirt road lined with trees. A signpost on the left side of the road is damaged, with the sign itself missing or obscured. The road appears to be in a rural or undeveloped area.</p>	<p>Reinstate guidepost/sign at SLK 11.68</p>

69. Telara Road (5090025)

69.1 SLK 0.00 to SLK 1.30

Damaged	Reinstated
	
	
	

70.1 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 11.62


72. Victoria Road (5090041)

72.1 SLK 2.45 to SLK 2.49

Damaged	Reinstated
Minor Shoulder Scour: Scouring that can be reshaped by grading with no material import	Shoulder Reshape
	
	
	



Damaged	Reinstated
	

72.2 Guidepost/Sign Damage


Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 0.44

73. View Street (5090060)

73.1 SLK 1.90




Damaged	Reinstated
Medium Crossover Scour: Scouring that can be reinstated, graded and compacted with some material import required	Crossover Reinstatement
	
	




73.2 Guidepost/Sign Damage

Damaged	Reinstated
<p data-bbox="172 282 703 315">Guidepost/Sign Damage: Replace guidepost/sign</p> 	<p data-bbox="849 327 1254 360">Reinstate guidepost/sign at SLK 1.90</p>

74. Wick Road (5090026)

74.1 SLK 0.00 to SLK 10.65

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	
	
	

Damaged	Reinstated
	
	
	



75.1 SLK 4.02

Damaged	Reinstated
<p>Medium Culvert End Scour: Localised scouring to the material around the inlet or outlet of the headwall up to 200mm deep</p>	<p>Culvert End Reinstated</p>
	
	
	

Damaged	Reinstated
	




77. William Street (5090044)

77.1 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at SLK 0.01
	Reinstate guidepost/sign at SLK 0.06


78. Willis Road (5090027)

78.1 SLK 2.26 to SLK 2.75

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	
	
	

79. Yandanooka - Melarra Road (5090005)

79.1 SLK 0.00 to SLK 14.90


Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal – Minor
	
	
	

Damaged	Reinstated
	
	
	

80.1 SLK 2.62 to SLK 2.95



Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	
	

80.2 SLK 2.95 to SLK 3.95

Damaged	Reinstated
Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.	Drain Reinstatement
	

Damaged	Reinstated
	


80.3 SLK 17.65




Damaged	Reinstated
Medium Culvert End Scour: Localised scouring to the material around the inlet or outlet of the headwall up to 200mm deep	Culvert End Reinstated
	
	

80.4 SLK 19.56

Damaged	Reinstated
Medium Scour Protection Damage: Damage to the rock protection, medium replacement volume up to 200mm thick layer	Scour Protection Repair - Medium
	
	

80.5 Guidepost/Sign Damage

Damaged	Reinstated
Guidepost/Sign Damage: Replace guidepost/sign	
	Reinstate guidepost/sign at Yandanooka Melara Road and Switchback Road intersection

Damaged	Reinstated
	<p>Reinstate guidepost/sign at SLK 15.09</p>
	<p>Reinstate guidepost/sign at SLK 19.70</p>
	<p>Reinstate guidepost/sign at SLK 19.86</p>



82. Yandanooka North East Road (5090002)




82.1 SLK 8.50 to SLK 19.80

Damaged	Reinstated
Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement	Pavement Silt/Debris Removal – Minor
	
	
	


83. Yandanooka South Road (5090014)

83.1 SLK 0.00 to SLK 3.68

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required</p> <p>Minor Road Silt/Debris: Silt/debris that can be simply graded/pushed off the pavement</p>	<p>Drain Reinstatement</p> <p>Minor Grade</p> <p>Pavement Silt/Debris Removal – Minor</p>
	
	
	




Damaged	Reinstated
	
	
	




84.1 Guidepost/Sign Damage

Damaged	Reinstated
<p data-bbox="172 282 703 315">Guidepost/Sign Damage: Replace guidepost/sign</p> 	<p data-bbox="849 327 1241 360">Replace guidepost/sign at SLK 3.44</p>




86. Yandanooka West Road (5090012)




86.1 SLK 0.00 to SLK 8.28

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Rough Surface: Flood waters have created a rough/corrugated surface on an unpaved (no gravel) road that needs minor grading works, no material import required</p>	<p>Drain Reinstatement</p> <p>Minor Grade</p>
	
	
	

Damaged	Reinstated
	
	
	

87.1 SLK 9.50 to SLK 18.31

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p>	<p>Drain Reinstatement</p>
	
	
	




Damaged	Reinstated
	
	
	



88. Yandanooka West Road (5090089)

88.1 SLK 0.30 to SLK 2.80

Damaged	Reinstated
Gravel Surface Washoff: Surface gravel has been washed from the pavement, removal of silt, small material import (10-20%)	Medium Grade
	
	
	




88.2 SLK 9.32 to SLK 11.47



Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p>	<p>Drain Reinstatement</p>
	
	
	

Damaged	Reinstated
	
	

90. Yarragadee West Road (5090010)

90.1 SLK 0.00 to SLK 7.11

Damaged	Reinstated
<p>Medium drain scour: Scouring that can be reinstated, graded and compacted with some minor material import required up to 200mm deep.</p> <p>Gravel Surface Washoff: Surface gravel has been washed from the pavement, small material import</p>	<p>Drain Reinstatement</p> <p>Medium Grade</p>
	
	
	

Damaged	Reinstated
	
	



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ANNEXURE C PURCHASING POLICY



COUNCIL POLICY

1.3.1

Finance

Title:	1.3.1 PURCHASING POLICY
Adopted:	21 March 2018
Reviewed:	21 April 2021
Associated Legislation:	Local Government Act 1995 s5.42, s5.44, s5.46, s6.2(4a), s6.8 Local Government (Functions and General) Regulations 1996 Part 4 Local Government (Financial Management) Regulations 1996 Part 4 State Records Act 2000
Associated Documentation:	Shire of Mingenew Delegations Register Shire of Mingenew Code of Conduct
Review Responsibility:	Governance Officer Finance and Administration Manager
Delegation:	Chief Executive Officer

NOTE: This policy is based on the WALGA Model Purchasing Policy Template (as at Feb 2021) with some modifications

Last Adopted: April 2020

Policy Statement:

The Shire of Mingenew (the Shire) is committed to applying the objectives, principles and practices outlined in this Policy, to all purchasing activity and to ensuring alignment with the Shire's strategic and operational objectives.

1. PURCHASING

1.1 OBJECTIVES

The Shire's purchasing activities will:

- Achieve best value for money that considers sustainable benefits, such as; environmental, social and local economic factors;
- Foster economic development by maximising participation of local businesses in the delivery of goods and services;
- Use consistent, efficient and accountable purchasing processes and decision-making, including; competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;
- Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;
- Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- Comply with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, other relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;
- Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire;
- Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management framework;

- i) Ensure records evidence purchasing activities in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan;
- j) Ensure confidentiality that protects commercial-in-confidence information and only releases information where appropriately approved.

1.2 ETHICS & INTEGRITY

The Shire's Codes of Conduct apply when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

1.3 VALUE FOR MONEY

The Shire will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

1.3.1 Assessing Value for Money

Value for money assessment will consider:

- a) All relevant Total Costs of Ownership (TCO) and benefits including; transaction costs associated with acquisition, delivery, distribution, and other costs such as, but not limited to; holding costs, consumables, deployment, training, maintenance and disposal;
- b) The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, ease of communications, etc.
- c) The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history;
- d) A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this Policy, where practicable;
- e) The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;
- f) The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy including Local Economic Benefit; and
- g) Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s and the goods or services required.

1.4 PURCHASING THRESHOLDS AND PRACTICES

1.4.1. Defining the Purchasing Value

The Shire will apply reasonable and consistent methodologies to assess and determine Purchasing Values, which ensure:

- a) The appropriate purchasing threshold and practice is applied in all purchasing activities; and
- b) Wherever possible, purchasing activity for the same category of supply is aggregated into single contract arrangements to achieve best value and efficiency in future purchasing activities where the requirements are able to be provided by a single supplier.

A category of supply can be defined as groupings of similar goods or services with common: supply and demand drivers; market characteristics; or suppliers.

Strategic Purchasing Value Assessments

The Shire will periodically review recent past purchasing activity across its operations to identify categories of supply for which the Shire will have continuing need and which can be aggregated into single contract arrangements in order to achieve best value for money and efficiency in future purchasing activity.

The assessment of aggregated expenditure for the same category of supply capable of being supplied by a single supplier will determine the Purchasing Value threshold applicable to future purchasing activity.

Individual Purchasing Value Assessments

In any case, where there is no relevant current contract, each purchasing activity is to assess the Purchasing Value based upon the following considerations:

- a) Exclusive of Goods and Services Tax (GST); and
- b) The estimated total expenditure for the proposed supply including the value of all contract extension options and where applicable, the total cost of ownership considerations.
- c) The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements.
- d) Requirements must not be split to avoid purchasing or tendering thresholds [F&G Reg. 12].

The calculated estimated Purchasing Value will determine the applicable threshold and purchasing practice to be undertaken.

1.4.2. Table of Purchasing Thresholds and Practices

Supplier Order of Priority

The Shire will consider and apply, where applicable, the following Supplier Order of Priority:

Priority 1:	Existing Prequalified Supplier Panel or other Contract Current contracts, including a Panel of Prequalified Suppliers or contracted supplier, must be used where the Shire's supply requirements can be met through the existing contract. If the Shire does not have a current contract relevant to the required supply, then a relevant WALGA PSA may be used.
Priority 2:	Local Suppliers Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that wherever

	<p>possible quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority.</p> <p>If no relevant local supplier is available, then a relevant WALGA PSA may be used.</p>
Priority 3:	<p>Tender Exempt - WALGA Preferred Supplier Arrangement (PSA) Use a relevant WALGA PSA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant PSA exists but an alternative supplier is considered to provide best value, then the CEO, or an officer authorised by the CEO, must approve the alternative supplier. Reasons for not using a PSA may include:</p> <ul style="list-style-type: none"> i. Local supplier availability (that are not within the PSA); or, ii. Social procurement – preference to use Aboriginal business or Disability Enterprise. <p>If no relevant WALGA PSA is available, then a relevant State Government CUA may be used.</p>
Priority 4:	<p>Tender Exempt - WA State Government Common Use Arrangement (CUA) Use a relevant CUA regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant CUA exists, but an alternative supplier is considered to provide best value for money, then the proposed alternative supplier must be approved by the CEO, or an officer authorised by the CEO.</p> <p>If no relevant CUA is available, then a Tender Exempt [F&G Reg.11(2)] arrangement may be used.</p>
Priority 5:	<p>Other Tender Exempt arrangement [F&G Reg. 11(2)] Regardless of whether or not the Purchasing Value will exceed the tender threshold, the Shire will investigate and seek quotations from tender exempt suppliers, and will specifically ensure that wherever possible quotations are obtained from a WA Disability Enterprise and / or an Aboriginal Owned Business that is capable of providing the required supply.</p>
Priority 6:	<p><u>Other Suppliers</u> Where there is no relevant existing contract or tender exempt arrangement available, purchasing activity from any other supplier is to be in accordance with relevant Purchasing Value Threshold and Purchasing Practice specified in the table below.</p>

Purchasing Practice Purchasing Value Thresholds

The Purchasing Value, assessed in accordance with clause 1.4.1, determines the Purchasing Practice to be applied to the Shire's purchasing activities.

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
Up to \$5,000 (<i>ex GST</i>)	Obtain at least one (1) verbal or written quotation from a suitable supplier in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$5,001 and up to \$50,000 (<i>ex GST</i>)	Seek at least two (2) verbal or written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). If purchasing from a WALGA PSA, CUA or other tender exempt arrangement, a minimum of two (2) written quotations are to be obtained. The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a brief outline of the specified requirement for the goods; services or works required; and • Value for Money criteria, not necessarily the lowest price. The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$50,001 and up to \$100,000 (<i>ex GST</i>)	Seek at least three (3) written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • Value for Money criteria, not necessarily the lowest price. The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
From \$100,001 and up to \$250,000 (<i>ex GST</i>)	Seek at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1). The purchasing decision is to be based upon assessment of the supplier's response to: <ul style="list-style-type: none"> • a detailed written specification for the goods, services or works required; and • pre-determined selection criteria that assesses all best and sustainable value considerations. The procurement decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.
Over \$250,000 (<i>ex GST</i>)	Tender Exempt arrangements (i.e. WALGA PSA, CUA or other tender exemption under <i>F&G Reg.11(2)</i>) require at least three (3) written responses from suppliers by

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
	<p>invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in clause 1.4.2(1).</p> <p><u>OR</u></p> <p>Public Tender undertaken in accordance with the <i>Local Government Act 1995</i> and relevant Shire Policy and procedures.</p> <p>The Tender Exempt or Public Tender purchasing decision is to be based on the supplier's response to:</p> <ul style="list-style-type: none"> • A detailed specification; and • Pre-determined selection criteria that assesses all best and sustainable value considerations. <p>The purchasing decision is to be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (<i>Within Budget</i>)</p> <p>Refer to Clause 1.4.3</p>	<p>Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds.</p> <p>If there is no existing Panel or contract, then clause 1.4.2(1) Supplier Order of Priority will apply wherever practicable.</p> <p>However, where due to the urgency of the situation; a contracted or tender exempt supplier is unable to provide the emergency supply <u>OR</u> compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. However, an emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response and must be subject to due consideration of best value and sustainable practice.</p> <p>The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire's internal procedures and its Record Keeping Plan.</p>
<p>Emergency Purchases (<i>No budget allocation available</i>)</p> <p>Refer for Clause 1.4.3</p>	<p>Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with s.6.8 of the <i>Local Government Act 1995</i>, the President must authorise, in writing, the necessary budget adjustment prior to the expense being incurred.</p> <p>The CEO is responsible for ensuring that an authorised emergency expenditure under s.6.8 is reported to the next ordinary Council Meeting.</p> <p>The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.</p>
<p>LGIS Services</p>	<p>The suite of LGIS insurances are established in accordance with s.9.58(6)(b) of the <i>Local Government Act 1995</i> and are provided as part of a mutual, where WALGA</p>

Purchase Value Threshold (<i>ex GST</i>)	Purchasing Practice
Section 9.58(6)(b) Local Government Act	Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS insurance services is available as a member-base service and is not defined as a purchasing activity subject to this Policy. Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this Policy is required.

1.4.3. Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

- a) A local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets; OR
- b) A local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the Local Government Act 1995 and Functions and General Regulation 11(2)(a); OR
- c) A State of Emergency declared under the Emergency Management Act 2005 and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

1.4.4. Inviting Tenders Though not Required to do so

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the \$250,000 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement and the use of a public tender process will enhance; value for money, efficiency, risk mitigation and sustainable procurement benefits.

In such cases, the tender process must comply with the legislative requirements and the Shire's tendering procedures [F&G Reg.13].

1.4.5. Expressions of Interest

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process [F&G Reg.21] where the required supply evidences one or more of the following criteria:

- a) Unable to sufficiently scope or specify the requirement;
- b) There is significant variability for how the requirement may be met;
- c) There is potential for suppliers to offer unique solutions and / or multiple options for how the purchasing requirement may be obtained, specified, created or delivered;

- d) Subject to a creative element; or
- e) Provides a procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes will be based upon qualitative and other non-price information only.

1.4.6. Unique Nature of Supply (Sole Supplier)

An arrangement with a supplier based on the unique nature of the goods or services required or for any other reason, where it is unlikely that there is more than one potential supplier may only be permitted where the:

- a) purchasing value is estimated to be over \$5,000; and
- b) purchasing requirement has been documented in a detailed specification; and
- c) specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- d) market testing process and outcomes of supplier assessments have been evidenced in records, inclusive of a rationale for why the supply is determined as unique and why quotations / tenders cannot be sourced through more than one potential supplier.

An arrangement of this nature will only be approved for a period not exceeding one (1) year. For any continuing purchasing requirement, the approval must be re-assessed before expiry, to evidence that only one potential supplier still genuinely exists.

1.4.7. Anti-Avoidance

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of "splitting" the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

1.4.8. Contract Renewals, Extensions and Variations

Where a contract has been entered into as the result of a publicly invited tender process, then Functions and General Regulation 21A applies.

For any other contract, the contract must not be varied unless

- a) The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or
- b) The variation is a renewal or extension of the term of the contract where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this Policy.

2. SUSTAINABLE PROCUREMENT

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders may include a request for Suppliers to provide information regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

2.1. LOCAL ECONOMIC BENEFIT

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region. As much as practicable, the Shire will:

- a) consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;
- b) consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- c) ensure that procurement plans, and analysis is undertaken prior to develop Requests to understand local business capability and local content availability where components of goods or services may be sourced from within the District for inclusion in selection criteria;
- d) explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- e) avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;
- f) consider the adoption of Key Performance Indicators (KPIs) within contractual documentation that require successful Contractors to increase the number of employees from the District first; and
- g) provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

The Shire has adopted a Regional Price Preference Policy, which will be applied when undertaking all tendering activities.

2.2. SOCIALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of requirements from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting may be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

Aboriginal Businesses

Functions and General Regulation 11(2)(h) provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less, or worth \$250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in F&G Reg.11(2)(h)) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

Australian Disability Enterprises

Functions and General Regulation 11(2)(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

2.3. ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria may be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers which:

- a) demonstrate policies and practices that have been implemented by the business as part of its operations;
- b) generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and

- c) encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

3. RECORD KEEPING

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire relevant to the performance of the contract.

4. PURCHASING POLICY NON-COMPLIANCE

The Purchasing Policy is mandated under the Local Government Act 1995 and Regulation 11A of the Local Government (Functions and General) Regulations 1996 and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision-making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with; legislation, this Purchasing Policy or the Code of Conduct, is identified it must be reported to the Chief Executive officer or the Finance and Administration Manager

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation, with findings to be considered in context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

- a) an opportunity for additional training to be provided;
- b) a disciplinary matter, which may or may not be subject to reporting requirements under the Public Sector Management Act 1994; or
- c) where the breach is also identified as potentially serious misconduct, the matter will be reported in accordance with the Corruption, Crime and Misconduct Act 2003. The Shire of Mingenew (the "Shire") is committed to delivering the objectives, principles and practices outlined in this Policy, when purchasing goods, services or works to achieve the Shire's strategic and operational objectives.

This policy complies with the *Local Government (Functions and General) Regulations 1996* (The Regulations).

ANNEXURE D REGIONAL PRICE PREFERENCE POLICY



COUNCIL POLICY

1.3.7

Finance

Title:	1.3.7 REGIONAL PRICE PREFERENCE
Adopted:	<2009
Reviewed:	February 2019 March 2018- Inserted into Management Procedure 1.3.1. January 2020 – Clarified Midwest region boundary 16 December 2020
Associated Legislation:	Local Government Act (1995) as amended; State Records Act 2000 Local Government (Functions and General) Regulations 1996, Part 4A
Associated Documentation:	Shire of Mingenew Code of Conduct Shire of Mingenew Policy 1.3.1- Purchasing Shire of Mingenew Management Procedure 1.3.1- Purchasing
Review Responsibility:	Council

Previous Policy Number/s – 3008

Objective:

- To ensure Shire of Mingenew residents and all relevant stakeholders are provided a fair and meaningful opportunity to participate and contribute to problem solving, planning and decisions made by the Council and its staff.
- To provide effective stakeholder engagement for productive relationships, improved dialogue and deliberation, and ultimately, better democracy.

Policy:

In order to promote sub-regional development, the Shire of Mingenew will provide a price preference to regional suppliers (located within the stipulated areas) when evaluating and awarding contracts with Council via the Tendering Process.

Any price preference provided will comply with part 4A of the Local Government (Functions and General) Regulations 1995 as amended.

Price preference will be given to all suppliers submitting conforming tenders for the supply of goods and services (including Construction (building) Services) to the Shire of Mingenew, unless Council resolves that this policy does not apply to a particular tender.

The following price preference will be given to suppliers submitting tenders assessed in relation to this policy:

Goods and Services – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew



2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

Construction (building) Services – up to a maximum price reduction of \$50,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 5% to all suppliers located within the Shire of Mingenew
2. 2.5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin.
3. 1% to all suppliers located within the Midwest Region

Goods and Services, including Construction (building) Services tendered for the first time where Council previously supplied the Goods or Services – up to a maximum price reduction of \$500,000 unless a lower amount is stipulated in the tender document.

Stipulated Area-

1. 10% to all suppliers located within the Shire of Mingenew
2. 5% to all suppliers located within the Shires of Coorow, Carnamah, Perenjori, Three Springs, Morawa and Irwin
3. 2.5% to all suppliers located within the Midwest Region

The Midwest Region incorporates the following 17 local governments: Carnamah, Chapman Valley, Coorow, Cue, Greater Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Murchison, Northampton, Perenjori, Sandstone, Three Springs, Wiluna and Yalgoo.

Regional Price Preference will only be given to suppliers located within the stipulated areas for more than six months prior to the advertising date of the tender.

Located within the stipulated areas is defined as having a physical presence in the way of a shop, depot, outlet, headquarters or other premises where the goods or services specifically being provided are supplied from. This does not exclude suppliers whose registered business is located outside the stipulated area but undertake the business from premises within the stipulated area. An example is a franchisee of a multinational company.

Only those goods and services identified in the tender as being from a source located within the stipulated area will have the price preference applied when assessing the tender.

Price is only one factor that Council considers when evaluating a tender. There is nothing contained within this policy that compels Council to accept the lowest tender or any tender based on price offered.

ANNEXURE E PRICING SCHEDULE

Notes:

- **No guarantee of quantity of work**
- **Rates to include all accommodation, food, transport, incidentals, consumables, levies and compliance with legislation, statutes and regulations**
- **Standby rates/time**
 - **Standby of maximum 4 hours per rostered work day can be claimed for operators at the labourer rate when operators are unable to operate plant for the full day due to inclement weather.**
 - **On days where works were performed for a portion of the work day, standby will not be applicable.**
 - **Standby is applicable to inclement weather only.**

PART-I PRELIMINARY ITEMS

Description	Unit	Rate (ex GST) Productive operating hours
Mobilisation to Shire of Mingenew	hr	
Demobilisation from the Shire of Mingenew	hr	
Preparation of a Traffic Management Plan	hr	
Other (Please specify):		

PART-II LABOUR

Description	Unit	Rate (ex GST) Productive operating hours
Labourer	hr	
Traffic controller (inclusive of vehicle and signs as may be required)	hr	
Supervisor including suitably equipped 4WD vehicle	hr	
Other (Please specify):		

PART III PLANT

Description	Unit	Capacity	Rate (ex GST) Productive operating hours
Grader	hr		
Loader 1	hr	Specify:	
Loader 2	hr	Specify:	
Excavator 1	hr	5t	
Excavator 2	hr	20t	
Tipper 1	hr	Single (18m ³)	
Tipper 2	hr	Double (36m ³)	
Water Cart 1	hr	25 000 litres	
Water Cart 2	hr	Specify:	
Dozer	hr	D7	
Multi Roller	hr	16t	
Smooth Drum Roller	hr	16t	
Padfoot Roller	hr	16t	
Bobcat/Skidsteer	hr		
Plate compactor	Day		
Machinery Float	hr		
Small/miscellaneous: Air Compressor, Powered generators, Pumps, Hoses, Tools, etc. as required.	Day		
Other (Please specify):			

Addendum 1

19 November 2021

RFT #	RFT5 21-22		
LG	Shire of Mingenew		
Description	AGRN965 EPAR Works for the Shire of Mingenew		
From	Antoinette Krause – GHD Pty Ltd	Email	Antoinette.krause@ghd.com
Subject	Addendum 1		

Query	Response
Can you provide a value for the works?	A scope of work has been approved by DRFAWA, however, an associated cost estimate has not yet been approved. The estimated value of the construction works included in this RFT is \$2,100,000 ex GST.

Acknowledgement of Receipt – Addendum 1

RFT5 21-22

Shire of Mingenew

I(name) of(company)
acknowledge receipt of Addendum 1.

Signature:

Date:

Return this 'Acknowledgement of Receipt' to Antoinette.krause@ghd.com



REQUEST FOR TENDERS

RFT6 21-22

Mingenew Railway Station Renovation

**Deadline for lodgement of
Tenders:
10:00am 6 December 2021**

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PART ONE – READ AND KEEP THIS PART

PART 1 OVERVIEW

1.1 Request for Tenders

The Principal requests the submission of tenders by suitably qualified and experienced contractors for building renovation works at the Mingenew Railway Station.

A detailed description of the Principal's requirements is contained in Part 3 Specifications.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1	Overview (Read and Keep)
Part 2	Conditions of Tendering (Read and Keep)
Part 3	Specifications (Read and Keep)
Part 4	General Conditions of Contract (Read and Keep)
Part 5	Tender Form (Complete and Return)
Annexure A	Formal Instrument of Agreement (Read and Keep)
Annexure B	Special Conditions of Contract (Read and Keep)

1.3 How to Prepare Your Tender

- (1) Carefully read all parts of this Request.
- (2) Ensure you understand the Requirements.
- (3) Complete the Tender Form contained in Part 5 in all respects and attach any associated documents.
- (4) Ensure the Tender Form are signed by the authorised Tenderer's representative
- (5) Lodge the Tender as required by **clause 2.6** before the Deadline.

PART TWO – READ AND KEEP THIS PART

PART 2 CONDITIONS OF TENDERING

2.1 Definitions

In this Request, the following words and expressions have the meanings specified in the table below:

TERM	DEFINITION
Annexures	Any contract specification documents annexed to this Request.
Attachments	The documents attached by a Tenderer as part of a Tender.
Contact Officer	Means the person referred to in clause 2.3.
Contractor	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline	The deadline for lodgement of Tenders.
General Conditions of Contract	Means the General Conditions of Contract as are contained in Part 4 of this Request.
Principal	Shire of Mingenew
Request	This Request for Tender comprising all Parts and Annexures
Requirements	All requirements, terms and conditions stipulated in this Request.
Selection Criteria	The Criteria used by the Principal in evaluating Tenders as stipulated in Part 5 of this Request.
Site	Site or sites on which works are proposed to be undertaken or goods or services provided pursuant to this Request
Special Conditions	The additional contractual terms contained in an Annexure labelled 'Special Conditions of Contract' (if applicable).
Specifications	The specifications contained in Part 3 of this Request.
Tender	The completed Tender Form, Response to the Selection Criteria and Attachments submitted by a Tenderer
Tender Documents	The documents referred to in clause 1.2
Tenderer	Someone who has or intends to submit a Tender to the Principal.

2.2 Conditions of Tendering

The Conditions of Tender are the conditions under which the Principal will receive and evaluate Tenders. The Principal may reject a Tender that does not comply with all terms of the Request.

PART TWO – READ AND KEEP THIS PART

2.3 Contact Officer

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

Name: Nils Hay

Phone: 08 9928 1102

Email: ceo@mingenew.wa.gov.au

Tenderers must direct all communications concerning this Request to the above contact.

The Principal reserves the right to:

- (a) not answer a question asked by a Tenderer; and
- (b) provide any answers to questions raised by a Tenderer to any other Tenderer, on a non-attributable basis.

2.4 Lodgement of Tenders by Deadline

- (1) Tenders must be received by the Principal by the Deadline.
- (2) The Deadline for this Request is 10:00am on Monday 6 December 2021 (Western Standard Time).
- (3) Tenderers should allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

2.5 Form of Tender

- (1) The Tenders must include the tender number and tender title and otherwise comply with the Conditions of Tendering and this Request.
- (2) The Tender document should only be signed by a representative of the Tenderer who is authorised to do so.
- (3) All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to the Tender.
- (4) Tenderers are to assume that the Principal has no previous knowledge of the Tenderer's organisation, activities or experience. Tenderers should ensure that sufficient information is included in their Tender to thoroughly address the Requirements and the Selection Criteria.

2.6 Manner of Lodgement

- (1) Tenders must be submitted electronically by:

PART TWO – READ AND KEEP THIS PART

- (a) Email to tenders@mingenew.wa.gov.au
- (2) In submitting their Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms or other disabling features which may affect the Principal's provider portal and/or the Principal's computing environment. Responses found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- (3) Tenders submitted in any manner other than that described in subclause (1) **will not** be accepted.

2.7 Tenderlink Access

Not used.

2.8 Disclaimer and acknowledgement

Tenderers acknowledge that:

- (a) although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the internet by the Tenderer will not occur; and
- (b) lodgement of their Tender on time and in accordance with these Conditions of Tendering is entirely their responsibility; and
- (c) the Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

2.9 Confidentiality of Tender Information

- (1) The Principal will treat all information provided in a Tender as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law or this Request.
- (2) Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992*, under a Court order or this Request.

2.10 Tender Validity Period

All Tenders will remain valid for:

- (a) a period of ninety (90) days from the Deadline; or

PART TWO – READ AND KEEP THIS PART

- (b) forty-five (45) days from the Principal's resolution for determining the outcome of this procurement process,

whichever is the later, unless extended on mutual agreement between the Principal and the Tenderer in writing.

2.11 Alternative Tenders

- (1) The term “**Alternative Tender**” within this Request shall mean:
 - (a) Tenders submitted and identified by a Tenderer as an “Alternative Tender”;
 - (b) Tenders submitted other than in accordance with the Requirements; or
 - (c) Tenders not submitted using the Tender Form.
- (2) All Alternative Tenders must be accompanied by a conforming Tender. Alternative Tenders will only be considered if accompanied by a conforming Tender.
- (3) 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 document must clearly specify wherever it fails to comply with the Requirements, and state the reasons for each non-compliance. It must demonstrate, in detail, how the Alternative Tender will benefit the Principal.
- (4) The Principal may in its absolute discretion reject any alternative Tender as a non-conforming Tender.

2.12 Tenders to Inform Themselves

- (1) Tenderers will be deemed to have:
 - (a) examined this 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 Requirements and of all matters and things necessary for the due and proper performance and completion of the work described therein;
 - (d) examined the Site and surroundings; and
 - (e) satisfied themselves they have a full set of the Tender Documents and all relevant Annexures.

PART TWO – READ AND KEEP THIS PART

2.13 Warranties

By submitting a Tender, a Tenderer warrants that:

- (a) all information contained in the Tender is accurate;
- (b) the Tender is in all respects an independent Tender; and
- (c) in the preparation of the Tender, no collusion has taken place between the Tenderer and any other Tenderer or, except to the extent specifically disclosed in the Tender, between the Tenderer and any other interested party.

2.14 Joint Tenders

Where a Tender is lodged in the names of two or more persons or corporations, either by way of a joint venture, partnership or otherwise, irrespective of the relationship between the parties, each person or corporation shall be jointly and severally bound by the terms of the Tender and, if the Tender is accepted, shall be jointly and severally liable under any resulting agreement with the Principal.

2.15 Exclusion of liability

Tenderers acknowledge and agree that the Principal will not be liable to any Tenderer on the basis of promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this Request for Tender process including any circumstances where:

- (a) a tenderer is not invited to participate in any subsequent process following completion of this Request;
- (b) the Principal varies or terminates the Request;
- (c) the Principal decides not to contract for all or any of the Requirements; or
- (d) the Principal exercises or fails to exercise any of its other rights under or in relation to this Request.

2.16 Alterations

- (1) The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.
- (2) The Principal may issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

PART TWO – READ AND KEEP THIS PART

- (3) Any addendum will be issued through <http://mingenew.wa.gov.au/tenders>, or such other appropriate means that will reasonably ensure that all potential Tenderers are given fair and equal access to information relating to this Request.

2.17 Price Basis

The Principal is to receive tenders in which the tendered rates will remain fixed, unless other price variation provision is available in this Request documentation.

2.18 In House Tenders

The Principal does not intend to submit an in-house Tender.

2.19 Risk Assessment

- (1) 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 in the assessment of Tenders.
- (2) Tenderers may be required 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 satisfy the Requirements 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 any Tenderer concerning the financial information that the Tenderer is required to provide.
- (3) The financial assessment is specifically for use by the Principal for the purpose of assessing Tenders and will be treated as strictly confidential.

2.20 Tender Opening

- (1) Tenders will be opened in the Principal's offices at the same day of Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.
- (2) The names of the persons who submitted the Tender by the 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.

2.21 Rejection of Tenders

- (1) A Tender will be rejected without consideration in the event that:
 - (a) it is not submitted before the Deadline; or
 - (b) it is not submitted in the manner specified in the Request.
- (2) A Tender may be rejected without consideration in the event that it fails to comply with any Requirements of the Request.

2.22 Evaluation of Tenders

2.22.1 Clarification of Tenders

- (1) Following the receipt of Tenders, the Principal, in its absolute discretion, may:
 - (a) use any relevant information obtained in relation to a Tender (whether through this Request, previous experience with a Tenderer, its nominated staff or sub-contractors or by independent inquiry) in the evaluation of Tenders;
 - (b) enter into discussions or negotiations for minor variations with any one or more Tenderers; and
 - (c) seek clarification or additional information from any Tenderer.
- (2) Tenderers must comply with any requests to provide additional information or clarification in relation to their Tender within the timeframe specified.
- (3) The Principal may include or exclude from consideration in the evaluation of Tenders any additional information provided by Tenderers, whether received in response to a request or otherwise.

2.22.2 Evaluation Team

The Tenders will be evaluated by an evaluation team, which may include external experts, as selected by the Principal in its absolute discretion.

2.22.3 Evaluation Stages

- (1) Unless otherwise determined by the Principal in its discretion, the evaluation process will have two consecutive stages comprising:
 - (a) Evaluation Stage One: Compliance Stage
 - (b) Evaluation Stage Two: Assessment Stageas described further below.

PART TWO – READ AND KEEP THIS PART

2.22.4 Evaluation Stage One: Compliance Stage

- (1) This stage will involve scrutinising the Tenders against compliance criteria referred in Part Five of this Request.
- (2) 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 further consideration. It is Tenderer's responsibility to ensure that all documents to support their response to Compliance Criteria are provided.
- (3) Tenderers who do not meet the compliance criteria may not be evaluated for the next stage of evaluation (Evaluation Stage Two – Selection Stage).

2.22.5 Evaluation Stage Two: Assessment Stage

- (1) This stage will involve scrutinising the Tenders against selection criteria referred in Part 5 of this Request.
- (2) A scoring system will be used as part of the assessment of the selection criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the relevant criterion. 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 selection criteria and in the overall assessment of value for money.
- (3) During the Assessment Stage the 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 where applicable.
- (4) Referees may also be contacted prior to the selection of the successful Tender.
- (5) Risk assessment of the Tenders will additionally form an integral part of the Assessment Stage.

2.23 Principal's Policies

The following policies of the Principal may also be considered in the Assessment Stage and may affect selection of a Tender:

Regional Price Preference Policy

The Principal's policies are available at the following link:

<https://mingenew.wa.gov.au/public-documents/>

2.24 Acceptance of Tenders

- (1) The Principal may accept a Tender in whole or in part.

PART TWO – READ AND KEEP THIS PART

- (2) The Principal is not bound to accept the lowest price Tender or the highest ranked Tender according to the Selection Criteria and may decline to accept any Tender.

2.25 Notification and Formation of Contract

- (1) No Tender is to be deemed accepted until the Principal has notified the successful Tenderer in writing that its Tender has been accepted.
- (2) Upon acceptance of a Tender by the Principal, the completed Tender Documents and any correspondence between the successful Tenderer and the Principal in which the Principal gives written notice of its acceptance of any minor variation to the Specifications shall constitute the contract between the Principal and the Tenderer.
- (3) The successful Tenderer shall then be required to execute a formal agreement in the form included in **Annexure A** with seven (7) days of receipt of the notice of acceptance.
- (4) All Tenderers will be advised of the Tender outcome in writing by the Principal within ten (10) working days of a Tender being accepted by the Principal.

2.26 Intellectual Property

- (1) The Request and such intellectual property rights as may exist in the information contained in the Request shall remain the property of the Principal. A Tenderer is only permitted to use the Request for the purpose of preparing a Tender in response and for the purpose of conducting any contract negotiations with the Principal.
- (2) The Tenderer authorises the Principal, its officers, employees, agents and advisers to adapt, modify, disclose, reproduce or do anything else necessary (in the Principal's sole opinion) to the whole or any portion of the Tender for the purposes of:
 - (a) Tender evaluation;
 - (b) negotiating and/or entering into a contract with any party for the delivery of the Principal's Requirements or similar requirements;
 - (c) managing a contract with a successful Tenderer (if any); or
 - (d) anything else related to the above purposes, including governmental and parliamentary auditing and reporting requirements.
- (3) 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 this procurement process, provided that the Tenderer is entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

PART TWO – READ AND KEEP THIS PART

2.27 Confidentiality

- (1) The Tenderer must keep confidential all information concerning the Principal, received as a result of, or in connection with, the submission of a Tender which the Principal has indicated to Tenderers is confidential or which Tenderers know or ought to know is confidential.
- (2) The Principal reserves the right to require that information concerning the Principal, received by a Tenderer as a result of, or in connection with, the submission of a Tender (and copies of such information) be either destroyed by the Tenderer or alternatively returned to the Principal at any time. The Principal may also require that the Tenderer provide evidence (in a form satisfactory to the Principal) that any Principal's requirements in this respect have been fully complied with.

2.28 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's councillors or 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 Tender submitted by the Tenderer from consideration.

2.29 Conflict of Interest

- (1) Tenderers must not place themselves in a position which may, or does give rise to a conflict of interest between themselves and the Principal during the Tender Process.
- (2) If any actual or potential conflict of interest with the Principal arises at any time during the Tender Process, the Tenderer is to immediately notify the Principal in writing.
- (3) In the event of an actual or potential conflict of interest the Principal may, in its absolute discretion:
 - (a) resolve any actual or potential conflict of interest with a Tenderer; or
 - (b) refuse to consider the Tender lodged by such a Tenderer; or
 - (c) take any other action it considers appropriate.

2.30 Identify of the Tenderer

- (1) The identity of the Tenderer is fundamental to the Principal.
- (2) The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 – Tender Form and whose execution appears on the Tender Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.31 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 Tender.

2.32 Request for Debriefing

- (1) If requested to do so, the Principal will provide a debriefing for an unsuccessful Tenderer after either:
 - (a) a contract has been exchanged for the supply of the Requirements; or
 - (b) the Principal decides not to award a contract for the supply of the Requirements.
- (2) A Tenderer who would like a debriefing should contact the Contact Officer.

PART THREE – READ AND KEEP THIS PART

PART 3 SPECIFICATIONS

SECTION B SCOPE

1. New Universal Access Toilet

Locate and isolate existing services under the proposed site;
Lift and remove concrete slabs
Cut back and remove concrete path where shown and concrete ramp;
Lift and remove turf and top soil;
Bring in clean fill and prepare and compact foundation;
Lay out new plumbing and locate and connect to existing septic tank installation;
Lay new insitu concrete slab;
Construct timber framed wall, roof and verandah including trimmers for internal fittings;
Wire out for electrical and extend new underground circuit back to distribution board on platform side of building;
Tube out for plumbing including an isolator to the new plumbing services to the building;
Supply and install new window and door and frame;
Insulate and line the building;
Insulate and roof the building;
Complete joinery as detailed;
Tile floor and walls as drawn;
Supply and install new plumbing fixtures;
Supply and install new HWU on wall above door. Pressure relief to exterior. Plumb to Bath (Art Clean)
Prepare and paint external and internal unfinished surfaces - walls, ceilings, rafters, barges, beams, posts, door and frame, etc;
Supply and install required fixtures and fittings
Lay insitu concrete slab and path repairs.

2. Kitchen and Bathroom (Art Clean-Up) Refurbishment

Isolate services;
Retain existing fire extinguisher and stove;
Remove fittings and fixtures from kitchen and bathroom;
Tube out for proposed sink waste and water supply to bathroom;
Supply and install new 45mm insect treated timber battens onto the bathroom wall to conceal the new services.
Supply and fix fibrecement lining to battens;
Prop and support existing Kitchen roof;
Demolish exterior framed wall to kitchen;
Construct new timber battens and Scyon Secura floor to kitchen to raise level to that of bathroom
Construct new rear timber framed wall with new door frame and door;
Tube out for new sink;
Wire out for new outlets and switches;
Insulate and line new wall;
Repair floor slab to bathroom;
Prepare and paint bathroom walls, ceiling and joinery;
Supply and install new sink bench cupboard to bathroom;
Supply and install new sink cupboards to kitchen;
Supply and install new hardware and fittings to new door;
Prepare and paint walls, ceiling and joinery;
Supply and install new sinks and tapware to kitchen and bathroom;
Supply and install new splashback to wall behind bench top;
Fit-off electrical and plumbing including replacement Bakelite to both rooms;
Supply and install new under bench HWU with vented tapware in sink cupboard
Supply and install sheet vinyl flooring to the kitchen and bathroom;

3. West Room, WC and Store 1

Isolate services;
Protect floor boards;
Remove all fixtures, fittings and contents from the rooms;
Remove west door to west room;
Break up and remove concrete floor slab to WC and Store 1 and excavate to reduce levels for new framed flooring;
Remove damaged joinery items;
Supply and install new reveals/door frame to west door;
Carry out repairs to walls;
Supply and install new items of joinery to match existing;
Carry out maintenance to the double hung window W3;
Supply and install new timber panel door with hardware and lockware;
Supply and install glass pane to replace broken pane;
Clean paint off glass to W3;
Carry out maintenance to the double hung window W4 including removing external panelling;
Screw fix W4 closed on completion of maintenance and painting;
Supply and install ceiling manhole cover;
Supply and install treated timber battens to ceiling – screwed through to the ceiling structure;
Frame out for new suspended floors to the WC and Store 1;
Supply and install fibrecement sheet flooring;
Liaise with electrician for electrical works;
Prepare and paint walls, ceiling and joinery;

4. Building Exterior

Demolish and remove timber sleeper stairs;
Isolate and remove externally mounted plumbing pipework and drains;
Reinstall existing timber gate to platform;
Supply and install replacement pickets to platform fence and gate;
Disconnect and remove existing gas bottles and regulator and reinstall as drawn and reinstate service to kitchen gas stove location;
Reface stonework where drawn and re-render walls to match existing finish;
Remove cement render to walls where shown and re-render to match existing using lime render;
Re-route earth cable and conduit underground via the aggregate filled channel in the platform;
Supply and install replacement down pipes as drawn;

5. Room 2

Isolate services;
Protect floor boards;
Remove external door and frame;
Build in new double hung timber window frame;
Brick in wall under window to match adjacent walls;
Allow to cut out render around window to match quoining elsewhere in the building;
Remove surplus render;
Render and plaster wall infill internally;
Fit internal joinery;
Carry out maintenance to the double hung window W14;
Liaise with electrician for electrical works;
Prepare and paint room internally.

6. Main Room

Isolate services;
Protect floor boards;
Remove existing RAC through window W8;
Reconstruct timber sashes to W8;
Remove door D6, pelmet, architraves and track;
Supply and install new sliding track and solid core glazed door complete with required hardware;
Carry out maintenance to the double hung windows W1, W7 and W9;
Liaise with electrician for electrical works;
Prepare and paint internal surfaces.
Supply and install 2No. new ceiling fans in Main Room
Supply and install a new reverse cycle inverter split system airconditioning to the Main Room

7. Floorcovering

Supply and install sheet vinyl to nominated rooms.

8. North Gable

Temporarily prop gable as required while works are undertaken;
Allow to remove and reinstate roof sheeting as required to carry works;
Supply and fix timber framing as drawn within ceiling space;
Supply and install timber wall plate to gable as drawn and secure through to external carrier rail;
Remove any temporary propping.

9. Electrical & Mechanical

Isolate electrical at main board.
Allow to remove electrical items to be replaced and redundant conduit and duct that is being replaced.
Supply and install new 24 pole (minimum) distribution board at location of existing board (Room 2) and transfer existing circuits onto board.
Allow to rewire building in new TPS cabling and to new configurations drawn;
Supply and install new light fittings where drawn;
Supply and install new Bakelite;
Supply and install new airconditioning circuit with breaker and WP isolator;
Liaise with mechanical contractor for S&I of new split system AC;
Supply and install new circuit for new universal access toilet.
Supply and install RCD protection to all required circuits.

10. External Painting

Liaise with trades undertaking external repairs to building fabric
Prepare and paint external masonry walls. Allow for painting of different colour trims, quoining and features;
Prepare and paint exterior timberwork including barge, fascia, rafters, beams, trims, posts and platform picket fence. Windows and door frames are covered under maintenance of windows and doors.

11. Store 2

Carry out work to repair wall render and plaster in SW corner of room;
Supply and fix a new trimmer rafter along the west side of the room in the same plain as the rafters;
Supply and fix new battens to underside of rafters;
Supply and install new ceiling insulation on battens;
Supply and install new acoustic ceiling lining;
Supply and fix new birdboards;
Liaise with electrician for upgrade and replacement of electrical and lighting;
Prepare and paint internal painted surfaces including walls.

12. Room 1

Remove built in cupboard and dispose of;

Remove obsolete bolts and fixings through wall from HWU;

Supply and install replacement door lockware to D12;

Supply and install replacement door furniture and lockware to D11 and carry out maintenance to door;

Liaise with electrician for upgrade and replacement of electrical and lighting;

Prepare and paint room interior.

13. Security Screens

Remove existing insect screens from windows where they exist;

Liaise with Painter to ensure all windows are prepared and painted prior to installing new screens;

Supply and install new stainless steel insect screen security screens Full extent of existing windows;

PART I GENERAL

101 General

Comply with Statutory requirements for demolisher, supervisors, workers and demolition works.
Demolish all sections of the built environment as shown in the specification and described.

- A. **Scope**
The work of this section includes but is not limited to the items detailed within the scoped items.
Manage all demolition works including:
Identification of existing services including type of service, depth of service and location of service, co-ordinate required termination, alteration or protection of services as per service provider requirements, detail same on a site plan and provide a copy to the architect and other trades or activities undertaking work at the project.
- B. **Examine documents:** examine parts of the drawings and this specification for requirements which affect the work of this section. In particular, take note of related work.
- C. **Ensure only competent and approved persons,** working under compliant business licence for the class of demolition, are employed and perform in accordance with statutory requirements.
- D. **Provide copies of all relevant documents,** e.g. Asbestos clearance certificate, Dilapidation report, burial of waste and other certifications, in accordance with requirements by statutory bodies having jurisdiction.
- E. **Cleaning the site thoroughly on completion.**

102 Related Work

Co-ordinate with other trades affecting or affected by work of this section, co-operating as necessary to ensure steady and satisfactory progress of the work.

Disconnection of existing services by appropriate other trades

Asbestos removal

Water distribution

Sanitary sewerage

Storm drainage

103 Quality Assurance

Relevant business licence for demolition work.

Provide data indicating a minimum of 3 years of experience in such work as required by this specification.

Supply names of contacts, with telephone numbers, who can verify performance quality.

104 References

Comply with applicable portions of the following Australian Standards:

AS 2436 2010 Guide to noise and vibration control on construction, demolition and maintenance sites.

AS 2601 2001 Demolition of structures.

AS 4687 2007 Temporary fencing and hoardings.

Comply also with the requirements of applicable building regulations, environmental requirements, statutory and local authority having jurisdiction, including local council.

105 Public and Property Protection

Obtain heritage, local or environmental approval to demolish where applicable.

Provide measures required by municipal and state ordinances, laws and regulations for the protection of surrounding property, footpaths, streets, kerbs, the public, occupants and workmen during demolition operations. Comply with the above ordinances, laws etc. in carrying out measures including hoardings, barricades, fences, warning lights and signs, rubbish chutes, etc.

No blasting for demolition purposes will be permitted.

Exercise due care in executing this work.

Make good to original condition, damage to structures to be retained and to adjacent property which results from demolition operations.

Perform restoration work without expense to the proprietor.

106 Fees

Pay all fees due to statutory, local or other relevant authority requiring same in connection with the work of this section.

107 Services

Before demolishing and removing parts of building having essential services installed, i.e. electrical or other wiring, gas and water pipes, tanks, conduits or similar items embedded in them, notify the architect, owners of services, authorities having jurisdiction, and make sure that these items are out of service so that they can be removed without danger.

PART II MATERIALS200

201 Demolished Materials

Material required to be demolished becomes the property of the contractor. Remove it from the site.

202 Equipment

- A. Supply equipment required to perform the work of sufficient capacity to meet the time schedule.
- B. Provide suitable, approved, if relevant, disposal containers that prevent a spill to the environment for disposal required.
No containers may be located on public streets or pavements without obtaining required municipal permits for same. Co-operate with sub-contractors doing work in or near container locations to prevent disruption of their work.

PART III EXECUTION300

301 Examine The Site Conditions

Examine carefully the following site conditions:
Start of work means total acceptance of conditions.

302 Shoring

Alter, adapt, and maintain temporary works as necessary, and strike or withdraw them progressively as the work proceeds. Obtain the written consent of the architect/structural engineer if such works are to be left in position at the completion of the work.

303 Methods and Operations

- A. Ensure, where applicable, a copy of asbestos clearance certificate is received and maintained with the demolition plan at the site.
- B. Demolish and remove completely parts of structure listed and/or drawn for demolition. The methods of cutting and removal of floors, walls, and other items to be removed are to be approved by authorities having jurisdiction, or certified practising engineer.
- C. Furnish flame-cutting required to dismantle sections of equipment too large to be otherwise removed. Flame-cutting is to be performed only by experienced and qualified mechanics. Protect combustible surfaces during flame cutting. Maintain fire extinguishers, required by the fire authority, at hand.
- D. Do not drop or throw material, other than as detailed in Safe Work Method Statement.. Lower by means of hoists, cranes or rubbish chutes etc. Wet down thoroughly during demolition to prevent nuisance of dirt and dust. Equip trucks used in hauling debris with tarpaulins to cover the loads. Do not load so excessively as to spill debris on streets.
- E. Plaster removal: in general, removal of existing plaster showing cracks, bulges or drumminess is required. Refer to architect if in doubt.
- F. Except as placed in approved disposal containers, do not allow combustible material and rubbish to accumulate on the site. Remove daily, or as directed. Burn no debris on site.

304 Reinstatement

Restore to original condition, without expense to the proprietor, any damaged parts of the remaining construction resulting from failure to provide adequate protection. Refer also clause 105.

305 Disposal of Waste

Dispose of asbestos and other hazardous waste as per statutory or local requirements.

306 Completion

Complete contracted work in accordance with contract documents and written variation orders issued by the architect.
Leave the site in an entirely clean condition, ready for the work of other trades.

PART I GENERAL

101 Scope

Supply labour and materials, services and equipment necessary for the preparation, application and finishing of items as indicated on Drawings, schedules and as specified herein and as follows:
Supply and install modifications and extensions to the existing drains as required for the relocated sink;
Supply and install extension to existing water supply;
Remove existing sink and cap services;
Install sinks and tapware;
Connect fixtures to drains;
Supply and install new point of use HWU under kitchen sink;
Supply and install plumbing and fixtures for new universal access toilet.
Liaise with Mechanical for drains for fan coil units

102 Related Work

Co-ordinate and co-operate between the following trades:
Demolition
Carpenter
Tiler
Painter

103 Quality Assurance

Tradesmen are required to be experienced in and knowledgeable about the work to be performed and the various standards to which the work is to comply. The Architect will make random inspections during the execution of the work.

104 References

Comply with applicable portions of the following Australian Standards:
AS 1273 1991 Unplasticised PVC (UPVC) downpipe and fittings for rainwater
AS/NZS 3500 National Plumbing and Drainage Code
AS 3566 1988 Screws self-drilling for the building and construction industries
The whole of the Sanitary Plumbing, Water Supply and Drainage work shall be carried out by or under the direct supervision of a Water Corporation licensed Plumbing Contractor in direct accordance with the Water Corporation By-Laws, AS3500 Parts 1,2,3 & 4, the requirements of the Location Authority and the requirements of any other Authority having jurisdiction and to the entire satisfaction of the Superintendent

105 Permits and Certificates

Unless otherwise specified, the Contractor shall give all necessary notices and obtain all necessary permits so that the work hereinafter specified may be carried out and he shall furnish any certificates necessary as evidence that the work installed conforms to the laws and regulations of all Authorities having jurisdiction before the certificate of final payment is issued.

106 Delivery, Handling and Storage

Deliver to site, unload and stack in a location away from potential damage, preferably directly on to installed roof framing. Inspect on arrival and reject bent or damaged material.

107 Warranty

Provide a warranty covering aspects of the installation performed by this trade, against defective materials and workmanship for a period of five (5) years from the date of Practical Completion. The warranty includes a statement that the whole of the work has been carried out in accordance with Australian Standards and the instructions of the manufacturers of components in effect at the time of installation.

PART II MATERIALS

201 General

Materials shall be the best of their respective kind, manufactured in accordance with the relevant Australian Standard Specification or in its absence, the relevant British Standard Specification. All installed materials are to be tested and stamped by the Water Corporation and are to bare such stamps of approval. All materials and products shall be as specified or similar product equivalent in function quality etc to the approval of the Superintendents representative.

202 Materials

Item:	WC Suite - UAT
Manufacturer	Caroma
Model	Care 400 Connector Suite with Backrest and Caroma Caravelle Care single flap seat in anthracite grey to AS1428.1; Arco Mini-stop isolator with stainless steel high pressure hoses with pex internal hose.
Item:	Handbasin - UAT
Manufacturer	Caroma
Model	Urbane 500 Wall basin installed to AS1428.1 with shroud with one tap hole; Arco Mini-stop H/C isolators with stainless steel high pressure hoses with pex internal hose;
Item:	Basin Tapware - UAT
Manufacturer	RAM
Model	Ram Tapware Myuna Care Basin Mixer - Fixed - 4 Star Chrome
Item:	Sink - Kitchen
Manufacturer	Oliveri
Model	Diaz - DZ133 Single Bowl Double Drainer
Item:	Sink Tapware - Bathroom
Manufacturer	Ram
Model	Adero Horizontal sink mixer swivel gooseneck spout; chrome
Item:	HWU - Kitchen
Manufacturer	Stiehl Eltron
Model	SNU10 complete with tapware;
Item:	HWU - UAT/Bath
Manufacturer	Rheem
Model	111025 25L Compact electric HWU; mount internally on UAT wall with steel gallows brackets
Item:	Sink - Bathroom
Manufacturer	Oliveri
Model	Endeavour EE72 Double Bowl with Drainer;

203 PVC Pipe

P.V.C. pipes are to be rigid P.V.C. manufactured in accordance with Australian Standard Specification A.S. 1415 for soil waste and vent application and A.S. 1260 for sewer application all with compatible fittings and/or of a class required by the Water Corporation.

204 Fabrication

Form and fabricate components in accordance with AS 1562, AS 2179 and AS 2180, and other relevant standards.

Self-drilling screws are to conform to Class 3 as described in AS 3566. All roof screws to be complete with neoprene washer/seals.

205 Access and Inspection/Clean Out Points

Provide all necessary cleaning access to all pipework concealed in a cavity, in ducts, etc. to the requirements of the Water Corporation whether shown on the drawings or not.

Allow to inform Contractor of location of access panels in walls and access slabs in pre-cast concrete paths etc.

Provide inspection points brought up to ground or floor level and terminating in cast iron box for pedestrian traffic areas, pre-cast concrete box for garden areas, solid screwed brass finish flush with floor level inside buildings, where indicated on the drawings.

PART III EXECUTION

301 Examine Site Conditions

Inspect site conditions before installation. Ensure framing is entirely satisfactory.

Ensure that delivery and installation will not be impeded by on-site condition at time of delivery.

Start of work means total acceptance of conditions.

302 Fees and Charges

Make application and pay all fees to the relevant Authority as required to obtain a CDC and Building Permit.

303 Setting Out

The pipe runs shall be set out before the pouring of concrete including providing and setting any sleeves which may be necessary to avoid cutting holes in the finished work. All prefabricated sections must be fixed in position in ample time to avoid cutting holes in the finished work. All prefabricated sections must be fixed in position in ample time to avoid delay to any other trades. The Contractor shall set out all pipe runs, sumps, outlets, etc. and check same against reinforcing steel.

Should there be a need for relocating any item due to interference the builder shall obtain Superintendent approval.

304 Excavation

Provide all excavation and backfilling necessary for the installation of the work of this section. Bottoms of trenches shall be excavated so that piping will be supported on a solid bed of undisturbed earth and/or made up compacted earth compacted to eight blows per 300 on a penetrometer with additional excavation under the joints to permit the joint to be properly made up.

All backfilling outside the buildings, except as noted, shall be done with selected excavated sands, containing no large stones to a depth of 300 above crown of pipe and with unselected sands for the balance of the depth. Backfilling shall be done in 300 layers, thoroughly watered and compacted to six blows per 300 on a penetrometer. The first 600 of all backfill over drains shall be hand compacted.

Backfilling around manholes and catch basins shall be in all cases done with the same materials to the same depth as connecting piping

305 Preparation and Execution

Locate existing services as necessary. Services to all existing fixtures and outlets and connections which are required shall be maintained throughout construction period.

Co-ordination with all other trades to ensure that problems arising from possible collision of work are solved before the work is installed.

Shut off existing services to connect new services at times agreed to in writing by the Architect and two working days written prior notification of shut downs shall be given to the Architect. Shut down times shall be kept to a minimum and notification shall include length of time required for services to be shut.

Provide temporary services as necessary. Where required cut and seal existing services and remove redundant pipework as directed and make good to building and existing work and match adjacent finishes.

Any existing services shown on the drawings are indicative only and are not complete. Make allowance to locate services on site and excavate by hand where necessary to avoid causing damage to services.

The Plumbing Contractor shall suitably allow for locating the existing services, which under this contract require diversion, connection to and upgrading, within a six (6) metre radius and or 600mm depth from that indicated on the drawings and as the case may be.

306 Property Sewer

All property sewers are to be U.P.V.C. to AS1260 as previously specified and/or to type of material where indicated on the drawings. Property sewer installed at depths greater than 4.0metres shall be constructed of S.E.H. UPVC.

Provide and install all necessary inspection openings, clean outs, manholes etc. to Water Corporation regulations. Extend new property sewer as required and connect to existing property sewer in location as indicated on the drawings. Exact size, depth, location and material type of existing property sewer shall be determined and physically confirmed on site prior to the commencement of any work to ensure connection can be achieved.

307 Waste Pipes and Tundishes

Provide and install waste pipes of sizes and located in positions as indicated on the drawings. Connect waste pipes to fixture outlet traps and extend to combine with floor waste gullies, vented graded pipes or disconnecter gullies. Tundishes to be chrome plated copper in all cases

with matching wastes. Extend HDPE grease waste from kitchen fixtures and connect to grease trap. Provide and install grease trap of size and in location as indicated on the drawings.

Waste pipes shall be constructed of the following :

- Exposed externally - UPVC
- Concealed externally - UPVC/HDPE

308 Vent Pipes

All vent pipes shall be of U.P.V.C., SWV class unless otherwise specified on drawings.

Provide and install all vents of sizes shown on drawings, complete with all bends, junctions and reducers.

Provide vent offsets where necessary. Vent pipes shall terminate 3 metres from extract fans or openings into the building and 5 metres from intake fans.

Provide expansion joints and appropriate anchors to all continuous vent risers, in accordance with requirements of the Water Corporation.

Where any vent pipes are installed in external cavity walls an 'Alcor' or similar approved flashing material shall be provided to prevent moisture bridging the cavity.

Vent pipes shall be extended to 150mm above metal deck roofs and be fitted with 'Dektite' formed rubber flashing secured and sealed to roof.

Terminate vent risers at Water Corporation approved proximity to windows/parapets/all intakes etc. and at correct height, fitted with mosquito proof cowl.

309 Water Service

Provide and install hot and cold water service and connect to all fixtures requiring water.

All cold water service branches shall be a minimum diameter of 15 for one outlet and 20 for two outlets or more.

All cold water pipes concealed in cavities, chased into brickwork or run in the duct shall be installed as previously specified under 'Concealment of Pipework'.

Water Service pipework shall be as follows :-

EXPOSED AND ABOVE GROUND

15 diameter and over - Cross linked poly

Provide an isolating valve in the duct for this new facility.

The entire cold water installation shall be subject to a hydrostatic pressure test of 2000 Kpa as set out by the Water Corporation. Locate existing cold water service and connect new branch lines complete with isolating valves in locations indicated drawings. Exact size, depth, location and material type of existing cold water service shall be determined and physically confirmed on site prior to the commencement of any work to ensure connection can be achieved. Any discrepancy shall be reported immediately to the Superintendent for further action.

310 Adjustments, Cleaning, Finishing and Protection

- A. Finish the work specified in this Section and remedy anything not finished prior to completion.
 - Adjust to achieve a uniform appearance.
 - Remove handling marks from visible surfaces.
- B. Protection: Do everything needed to ensure that work is without damage or deterioration at Practical Completion.

311 Testing

All pipework is to be tested at regular intervals or as required during the progress of the work. Carry out all testing required by the Water Corporation Local Authority and other Authorities having jurisdiction over the work.

Sections of work not covered by Authorities shall be tested to the satisfaction of the Superintendent as specified hereafter.

Provide all equipment necessary to satisfactorily perform each testing operation and provide all personnel requested by the Authority or the Superintendent to assist in executing tests.

312 As Constructed Documentation

Provide As Constructed drawings as computer data in AutoCAD Version 2008 (or later) format on CD in addition to bond copies of A3 sized reductions for inclusion in each Hydraulics Operating Manuals. The As Constructed drawings shall be documented in accordance with the BMW CAD Documentation Procedures Manual.

Mark up plans as pipe work is installed, clearly indicating dimensions of all pipework and valves with their respective alignments, depths and invert levels from fixed reference points prior to backfilling trenches.

These marked up drawings are to be kept on site for regular inspection by the superintendent and/or consultant.

313 Completion

Complete contracted work in accordance with contract documents and written variation orders issued by the Architect.

PART I GENERAL

101 Scope

Supply and install concrete and reinforcing steel for:

- A. Strip footings
- B. Floor Slabs
- C. Other (Paving, post bases etc.)

Including but not limited to edge trim, vibrating, float screeding, curing and

102 Related Work

Co-ordinate and co-operate with the following trades:

Plumber

Sewerage and Drainage

103 Quality Assurance

Submit evidence of experience appropriate to the class of work required. Install under the direct supervision of a capable Foreman with a proven background in this trade.

104 References

Comply with applicable portions of the following Australian Standards :

- | | |
|------------------|---|
| AS 1012 | Methods of testing concrete |
| | There are about 20 parts to this standard |
| AS 1302 2205 | Steel reinforcing bars for concrete |
| AS 1303 2005 | Steel reinforcing wire for concrete |
| AS 1379 2007 | The specification and manufacture of concrete |
| | Amendment Supp 1-2008 (R2018) |
| AS/NZS 1554 2014 | Structural Steel Welding |
| | Amdt 2:2017 |
| | 1554.5 214 Amdt 2017 Welding of reinforcing steel |
| AS 3600 2018 | Concrete structures with Supplements 1, 2 and 3 |
| | Supplement 1 - Commentary |
| AS 3610 2018 | Formwork for concrete |

Comply with the requirements of:

- A. Any Building Regulations applicable to the project.
- B. The recommendations of appropriate bulletins issued by the Cement and Concrete Association of Australia.

105 Delivery and Handling

Deliver concrete materials to the site in ready-mix trucks in accordance with AS 1379. Arrange and provide for concrete pumping equipment as needed.

Except as otherwise directed, deliver fabrications in the same sequence as they are installed. Avoid double handling at the site, to minimise chance of damage to finishes. Co-ordinate delivery and fixing schedules to reduce use of cranes.

106 Warranty

Forward to the Superintendent's Representative a statement guaranteeing that the concrete complies with the approved mix design and that concrete has attained required strength at 28 days.

PART II MATERIALS

201 Formwork

- A. Provide formwork required to meet the requirements of both Drawings and this Specification.

Comply with AS 3610. Formwork for concrete.

Consistently good quality of edge and joint details.

- 3. Class 3 Formwork for concrete surfaces to be painted and concrete surfaces not otherwise specified or shown on the Drawings.

5. Class 5 Formwork for footings, concrete surfaces in the ground and rear surfaces of retaining walls, piers, etc.
- B. Materials : timber, metal, plywood, fibre cement, as approved by the Engineer or Superintendent's Representative.
- 202 Steel Reinforcement**
- A. Provide required steel reinforcement for concrete in accordance with Drawings and details thereon. Comply with relevant Australian Standards.
- B. A JAS-ANZ accredited 3rd party processor certificate (ACRS or equivalent) must be supplied with all steel reinforcement at procurement, before any concrete is placed, to guarantee conformance of the reinforcement to AS/NZS 4671.
- C. Ensure reinforcing is free from loose mill scale, rust, mud, oil, grease or other non-metallic coatings which would reduce the bond between the concrete and steel and is free from kinks or other defects, at the time of placing concrete.
- When there is a delay between placing the reinforcement and pouring the concrete, the Engineer may require the reinforcement to be restored to a condition satisfactory to receive concrete.
- 203 Concrete**
- Comply with AS 1379 or AS 3600, AS 2870.
- Concrete Strength : 20 MPa (unless otherwise shown on Concrete Drawings) at 28 days.
- Admixtures : None, except at the approval of the Superintendent's Representative.
- 204 Fabrication of Steel Reinforcement**
- Bend, treat and fabricate in accordance with Australian Standards. Provide support components, wire ties and other necessary devices, whether or not shown on Concrete Drawings, for accurate location of steel until concrete has achieved design strength.

PART III EXECUTION

- 301 Examination**
- Inspect the site and relevant conditions before installing work. Ensure conditions are satisfactory for installation. Start of work means total acceptance of conditions.
- 302 Preparation**
- Ensure that preparatory work of other trades is complete, including site preparation, sub-base placement, plumbing and other fittings are in place and secured, membrane and other materials are secure and complete.
- 303 Formwork**
- Place and secure formwork complying with AS 3610. Fix supports so that imposed loads will cause neither displacement of or unacceptable finishes to stripped concrete.
- 304 Fixing Reinforcement**
- Place and secure in correct location, reinforcement in accordance with structural Drawings.
- A. Unless otherwise shown on the Drawings or directed by the Engineer, measurements made in placing the reinforcement are to be to the centre-lines of the reinforcement.
- B. Support and wire together reinforcement with a 0.5mm soft wire ties or clips, or tack weld in accordance with AS 1554.3, to prevent displacement by construction loads.
- C. Use plastic-tipped metal chairs, metal hangers, metal spacers and other plastic, metal or concrete accessories as required for supporting reinforcement in accordance with the following:
- D. Weld, tie, clip or otherwise secure mesh reinforcement together by approved means at alternate intersections and at such other points as may be required.
- E. If necessary, support footing reinforcement on concrete blocks of adequate strength and size not to split under the loads they are required to carry.
- F. Take particular care to ensure that wall and column steel is properly fixed in position by the use of plastic chairs clipped on to the steel and by steel spacers for wall reinforcement. Place such spacers in position prior to erecting the last shutter.
- G. Cover to Reinforcement : Allow clear minimum cover to reinforcing as shown on the Drawings. Maintain this cover during concreting.

- 305 Build In**
Install and build in items required including:
Construction joints
Post stirrups
Plumbing
and other items so required.
Complying with structural and other trades requirements. Secure such items to prevent displacement during concrete pouring.
- 306 Pouring Concrete**
A. Arrange for, with sufficient notice, inspection of preparatory work by Superintendent's Representative, Engineer and Local Authority. No concrete may be poured until authority is received.
B. Ensure that surfaces, trenches and formwork is both free of water and building debris and material which may adversely affect concrete.
C. Transport concrete from the mixer to the place of final position without delay and by means that will prevent segregation and loss of materials. Where necessary, transport concrete on substantial gangways or barrow runs supported on stools clear of reinforcement. Remove hardened concrete and foreign materials from the inner surfaces of the conveying equipment.
D. Place concrete in accordance with AS 3600.
- 307 Concrete Testing**
A. Generally : Perform concrete tests in accordance with AS 1012 or subsequent amendment.
B. Allow for concrete testing by an approved concrete testing laboratory registered with the NATA. Submit test results to the Engineer or Superintendent's Representative.
C. Comply with AS 3600.
D. Acceptance and rejection of compressive strengths of concrete by the Engineer or Superintendent's Representative will comply with AS 3600.
- 308 Compaction of Concrete**
A. Compact concrete by mechanical vibration to the maximum practicable density, free of air or stone pockets. Concrete not vibrated will be rejected.
B. Have on site sufficient vibrators of an approved pattern and keep one spare vibrator to every two active vibrators.
C. To avoid segregation, place concrete in position and then vibrate. "Travelling" concrete by use of vibrators is likely to produce segregation and is not permitted.
Operate immersion type vibrators in a near-vertical position and insert and withdraw them slowly.
Allow them to penetrate and revibrate the concrete in the upper portion of the underlying layer.
D. Do not leave vibrators, when in action, lying unattended on formwork, reinforcing or in concrete. Keep vibrator heads clean and free of mud or other deleterious matter when inserted into the concrete.
E. Vibrate concrete in layers not exceeding 450mm in thickness and avoid contact of the vibrating head with surfaces of the forms.
- 309 Floor Finishes**
Finish floor slabs monolithically with steel trowel, or as detailed on Drawings, or Schedule of Finishes.
- 310 Curing Concrete**
Comply throughout with the requirements of AS 3600.
A. Protect freshly cast concrete from premature drying and excessively hot or cold temperatures. Erect windbreaks in windy conditions to shield the concrete surface during and after placing. Maintain the concrete at a reasonably constant temperature with minimum moisture loss for the curing period.

- B. Curing and Protecting Concrete : Cure as soon as the surface of the concrete has hardened sufficiently to prevent damage but in no case later than two hours after the finishing operation has been completed. Keep continuously moist by :
1. Continuing the initial curing method, in A above, or
 2. The use of waterproof paper or
 3. The use of an approved polyethylene building film, or
 4. The use of other approved moisture retaining covering.
- If a method other than polyethylene film is adopted, secure the covering material firmly against the concrete for the full length of edges and laps and at frequent intervals between to prevent air circulation at the concrete surfaces.
- C. Period of Curing : Continue for seven days for normal Portland cement concrete. For high early strength concrete, continue for three days.
- Prevent rapid drying out at the end of the curing period.

311 Stripping of Formwork

Strip formwork in accordance with the recommendations of AS 3610, Table : "Recommended Minimum Stripping Times". If construction loads greater than the live load shown on the Drawings are placed on the structure, fix emergency shoring and tomking to the satisfaction of the Engineer.

312 Completion

Complete contracted work in accordance with contract documents and written variation orders issued by the Superintendent's Representative.

PART I GENERAL

101 General

- A. Scope
Refer to Scope of Works.
- B. Examine documents: Examine parts of the drawings and this specification for requirements which affect the work of this section. In particular, take note of related work.
- C. Co-ordination: Co-ordinate with other trades affecting or affected by work of this section, co-operating as necessary to ensure steady and satisfactory progress of the work.

102 Quality Assurance

Provide written evidence if requested of required experience and skills of personnel proposed for this project.

Engage sub-contractors licensed/recommended by the material supplier. Provide evidence of the licence/recommendation to the Architect.

The whole of the Works shall be performed by thoroughly experienced and skilled tradesmen familiar with projects of this nature, under the direction of a similar experienced foreman.

103 References

Comply with the applicable portions of the following Australian Standards:

AS 3700 1988 Masonry in Buildings.

104 Delivery, Handling and Storage

Store materials in designated spaces in a manner which meets the requirements of applicable codes and fire regulations. When not in use, keep such spaces locked and inaccessible to those not employed under this Section.

Bring materials to the building and store in manufacturer's original sealed containers, bearing the manufacturer's standard label, indicating type and colour. Deliver materials in sufficient quantities in advance of the time needed in order that work will not be delayed in any way.

PART II MATERIALS200

201 General

Where Manufacturers make more than one grade of any material specified use the highest grade of each type, whether or not the material is mentioned by trade name in this specification.

Provide materials necessary for preparation and finishing of all Works.

Re-pointing of the masonry shall be carried out with a mortar resembling as closely as possible in properties that of the original mortar.

202 Quality Assurance

Tradesmen are required to be experienced in and knowledgeable about the work to be performed and the various standards to which the work is to comply. The Architect will make random inspections during the execution of the work.

203 Materials - Lime Mortar/Render

1 white cement : 1.7 lime putty : 10.7 sand mix = 7.5L cement: 22kg lime putty: 80L sand

Lime putty in sealed containers (Do NOT use hydrated lime)

Sand, washed, river sand; Particle size to match existing

Potable water

Mortar mixing trough and hoe, rake and pick handle

Put aside liquid from lime putty for possible later use.

Spread around 10L of lime putty along the base of the mixing trough and add sand (around 60L) on top. Then add another 10L of lime putty on top.

Using the rake or hoe, chop and mix the lime putty into the sand. Do not add water. Use the pick handle to beat in a vertical up-and-down motion if required.

Eventually the white lime putty will be dissipated throughout the mix and you will see a grey mortar. Keep mixing.

Resist adding water but if it is required use sparingly.

Mortar can be used immediately or alternatively, covered (without air) and stored in a damp place to be knocked up and used later as required.

- 204 Materials - Stone**
Local stone if available.
Alternatively allow to use Donnybrook Sandstone.
- 205 Bricks**
New Bricks Allow to hand pick from any of the following ranges to match the existing bricks in colour, from and texture:
Midland Brick Subiaco Red Coach
Midland Brick Restoration Red Coach
Midland Brick Traditional Coach
Austral Brick Nubrik Tumbled Warehouse Red
- 206 Measurements**
All measurements, dimensions or quantities given, should be considered nominal and confirmed on site.
- 207 Equipment**
Supply equipment required for preparation of execution of all works as recommended by the manufacturer.

PART III EXECUTION

- 301 Execution**
Acceptance: Visit site and inspect conditions, comparing conditions to Drawings before delivery of materials to site. Notify Architect of discrepancy or unsuitability of site for commencement of work. Comply with appropriate clauses of Australian Standards.
Start of work means total acceptance of conditions.
- 302 Stonework - Restoration**
Ensure walls are dampened down in advance.
Cut back the existing stone by at least 100mm to a neat face. Cut out blocks that are damaged through the full thickness of the wall.
Cut and face the new stone to match and re-point in the new stone. Allow to also pin the new facing stone work in place. If necessary carry out work in a "hit and miss" manner so that the wall maintains its structural integrity.
- 303 Preparation and Execution -Masonry Repairs**
Ensure walls are dampened down in advance.
Cut along the mortar courses and remove badly damaged bricks as nominated on site with Superintendent.
Prepare a sand:lime mortar, thoroughly beating, chopping and ramming by hand. Stand as required.
Mortars should be well worked and beaten but should have a low water content. Less water will result in less shrinkage and enables mortar to be better compressed into joints. It also hastens setting times.
Repoint mortar course and ensure mortar is firmly packed back into place. Finish mortar course to match existing courses.
Apply mortar using flat steel (non-ferrous) bars. Take care to avoid staining the brick faces when pointing mortar joints. Consider using a hawk with an overlapping metal tray to allow mortar to be pushed straight from the hawk into the joints.
Compress mortar into joint and bring out flush with the face of the wall. Beat joints with a stiff nylon brush to close minor shrinkage cracks. Finish joints to match existing joints. Do not beat mortar too early or brush marks will show in the mortar.
Dry sponge masonry to remove markings as work proceeds.
Brick in replacement bricks. Allow to retain weep holes in lower wall repairs.
- 304 Adjustments, Cleaning, Finishing and Protection - all Trades**
A. Finish the work specified in this Section and remedy anything not finished at the shop or other stage prior to completion.
B. Adjust to achieve a uniform appearance.
C. Clean visible items to original condition and remove handling marks from visible joinery surfaces.

- D. Protection: Do everything needed to ensure that work is without damage or deterioration at Practical Completion.

305 Completion

Complete contracted work in accordance with contract documents and written variation orders issued by the Architect.

PART I GENERAL

- 101 Scope**
Supply, engineer and install required general and architectural metalwork items including but not limited to:
Cupboard Base frame
Shelf
Toilet Roll Holder
Paper Towel Dispenser
Coat Hook
Soap Dispenser
Mirror
Signage
Grab Rails
- 102 Related Work**
Co-ordinate and co-operate with the following trade sections:
- 103 Quality Assurance**
Work of this section will be performed by experienced craftsmen familiar with the quality required in this class of work.
Comply throughout with manufacturer's instructions.
- 104 References**
Comply with applicable portions of the following Australian Standards:
AS/NZS 1554 Structural steel welding. *There are 7 parts, 1994 - 2012.*
AS 1627 Metal finishing - Preparation and pre-treatment of surfaces.
1627.6 2003 Chemical conversion treatment of metals.
There are 6 other parts, 1997 - 2005.
AS/NZS 1734 1997 Aluminium and aluminium alloys - Flat sheet, coiled sheet and plate.
AS/NZS 1866 1997 Aluminium and aluminium alloys - Extruded rod, bar, solid and hollow shapes.
AS 4100 1998 Steel structures. *Plus 1 Supplement 1999, 1 Amdt 2012.*
AS/NZS 4673 2001 Cold-formed stainless steel structures.
AS/NZS 4680 2006 Hot-dip galvanised (zinc) coatings on fabricated ferrous articles.
Comply with requirements of statutory and local authorities.
- 105 Shop Drawings**
Provide Shop Drawings for major items supplied hereunder.
A. Contract drawings and details provided are indicative as to general and minimum requirements, and do not show conditions.
Develop details not shown and in conformity with the indicative details shown.
B. Take and confirm dimensions on site, before preparing Shop Drawings where possible.
C. Submit detailed Shop Drawings for fabrication and installation of major metalwork. Show plans, elevations and detailed sections; indicate materials, finishes, types of joinery, fasteners, anchorages and accessory items. Provide setting diagrams and full-scale templates of blocking, anchorages, sleeves and bolts installed by others.

PART II MATERIALS

- 201 Materials**
- | | |
|----------------|------------------------------------|
| Item : | WC Grab Rail (1No.) |
| Manufacturer : | Metlam |
| Material : | S/Steel; Satin |
| Model: | ML327_1SS 300mm Straight Grab Rail |

Item :	WC Grab Rail (1No.)
Manufacturer :	Metlam
Material :	S/Steel; Satin
Model:	MLR104_X 90° Flush Mount Side Wall RH
Item:	Shelf (1No.)
Manufacturer:	Metlam or equal
Model:	ML951_400SHELF_SS Utility Shelf; 400 x 130mm
Item:	Toilet Roll Holder (1No.)
Manufacturer:	Metlam or equal
Model:	ML4135 Single Toilet Roll Holder
Item:	Signage
Manufacturer:	Metlam or equal
Model:	UAT - ML16271_SS Accessible Toilets RH Transfer Braille
Item:	Soap Dispenser (1No.)
Manufacturer:	Metlam or equal
Model	ML602BS Ellipse Soap Dispenser - Button Pump
Item:	Coat Hooks (1No.)
Manufacturer:	Metlam or equal
Model	ML4159_MKII Coat Hook
Item:	Paper Towel Dispensers (2No.)
Manufacturer	Metlam or equal
Model	ML725SS_MK2 Paper Towel Dispenser - Stainless Steel - confirm with Shire that it will accept existing paper towels.
Item:	Mirrors(1No.)
Size:	1000 x 400mm
Model	Anodised aluminium frame with Viridian DecroMirro VLam or equal safety mirror glass
Item:	Bench Frame
Size:	As drawn
Material	25x25mm SHS stainless steel; adjustable feet

202 Finish

Materials exposed to weather may be either:

Mild steel - hot dipped galvanised after fabrication or chromate pre-treated followed by polyester powder coating.

Finish internal steel after fabrication with zinc-rich organic primer, or with inorganic zinc silicate paint.

Comply with relevant codes of practice or manufacturers' recommendations.

203 Welding Steel

General: details of joints, the techniques of welding employed, the appearance and quality of welds made and the methods used to correct defective work; conform to requirements of AS/NZS 1554.

Welds exposed to view: grind smooth to architect's approval.

Concealed welds: grind smooth before galvanising.

Tack or skip welding: at regular intervals, very neat. Not permitted if material is to be hot dip galvanised.

Remove weld spatter.

Certification: only welders who have previously been qualified by tests may weld.

Tack welding or skip welding will NOT be permitted where items are to be galvanised. Weld continuously form joints and connections to exclude water and to permit draining during galvanising.

Stainless steel welding: refer AS/NZS 1554.

204 Connection Design

General: design fabricated items so that possible work is done before delivery. Fully protect for shipment. Take possible care to prevent damage.

- A. Welding external items: conform to the recommendations of AS/NZS 1554, noting particularly the design criteria.
- B. Flanges: concealed where possible. Sleeve connecting railings inside railing sections and secure with flush or set screws. Except where access is impossible, connection screws and bolts will be on the underside of joints.
- C. Fasteners on the top of railing sections will not be permitted.
- D. Weld shop connections for steel fabrications, and bolt field connections.
- E. Provide smooth finishes to exposed surfaces with sharp well-defined lines and arrises. Mill to a close fit machined joints. Design necessary lugs, brackets and similar items so that work can be assembled and installed in a neat, substantial manner.
- F. Provide ample strength and stiffness by using appropriate metal thickness of assembly and supports.
- G. Provide holes and connections as required to accommodate the work of other trades and for site assembly of metalwork. Drill or punch and ream in the shop.

205 Miscellaneous

Fasteners: provide required bolts, screws, inserts, fasteners, templates and other accessories required for a complete installation.

Co-ordinate with other trades as to the proper fastening systems suitable for the substrates to which the item is to be secured. Refer to architect if in doubt.

Fasten galvanised items with galvanised fasteners.

206 Dissimilar Metals

In moist environments, e.g. swimming pools of either fresh water or sea water etc., prevent totally contact between dissimilar metals (any metals).

This instruction takes priority over any drawing, detail or instruction and will prevent cathodic reaction between the metals.

Refer this instruction to the structural engineer.

PART III EXECUTION

301 Examination

Inspect site conditions before fabrication, where possible, and before delivery of materials.

Ensure conditions are satisfactory for installation. Arrange for rectification required.

Start of work means total acceptance of relevant conditions.

302 Preparation

Field measurements: do not delay job progress. Allow for adjustments and fitting of the work in the field where taking of measurements might cause delay.

Co-ordination with work of others: furnish to each relevant trade foreman anchorages and setting drawings, diagrams, templates and instructions for installation of items having integral anchors which are to be embedded in concrete or masonry construction. Co-ordinate delivery of such items to the project site.

303 Inspection and Reinstatement

Check fabrications as they are unloaded at the project site for evidence of physical damage.

Treat damaged fabrications as follows:

- A. Damage through galvanising: perform immediate inorganic zinc silicate paint or cold-galvanising repair. Do not install until reinstated.
- B. Architectural metalwork: returned to shop for repair or replacement.

Verify anchors, bolts and other required anchorage items for proper size and accurate location prior to erection.

304 Installation

Ensure tasks and activities comply with the Act, Regulation, Code of Practice or relevant Australian Standards,

Anchorage: except for anchorages furnished herein but placed by other trades, set and secure necessary anchorages, including concrete and masonry inserts, bolts, wood screws and other connectors as needed. Perform cutting, drilling and fitting as needed, locating anchorages and holes to ensure proper positioning of completed work.

Fit: during installation and assembly, form tight joints with exposed connections accurately fitted, and reveals uniform. Finish work accurately, plumb, level, square and true in reference to adjacent construction. Make tolerances conform to Australian Standards.

Finish: do not cut or abrade shop finishes which cannot be completely restored in the field.

The use of gas-cutting torch in the field for correcting fabrication errors will not be permitted under conditions. Fabrications may be cut shorter with power hacksaws on site.

Isolate dissimilar metals likely to be subject to moisture with inert materials, not visible on completion of installation.

305 Field Quality Control

Where considered necessary by the architect, arrange for the manufacturer of products to instruct installers regarding correct installation.

306 Protection

Cover work: immediately following installation, wrap or cover architectural metalwork to avoid wear and tear of finish during subsequent construction.

307 Cleaning

Clean materials installed to the satisfaction of the architect.

Remove temporary protective coatings.

308 Completion

Complete contracted work in accordance with contract documents and written variation orders issued by the architect.

PART I GENERAL

101 Scope

Provide materials and labour, equipment and services and perform operations necessary to complete the carpentry as indicated and specified. Include nailers, blocking, furring, grounds, hardware, framing, shoring, bracing, scaffolding and barriers required by the drawings and construction.

Work shall include:

Framing

Trimming and framing as required

Gable wall bracing

Verandah framing

Skirtings

Door frame

Architraves

Reveals

Internal Lining

External Lining

Timber Window Maintenance

Timber Door Maintenance

New hardware and Lockware

Internal Birdboards

Insulation

102 Related Work

Co-operate and co-ordinate with the following trades:

Finishing Trades

Masonry Repairs

103 Quality Assurance

Manufacturers and installers are required to be widely experienced in the relevant aspects and class of work required for this section.

104 References

Comply with applicable portions of the following Australian Standards:

AS 1428 Design for access and mobility.

AS 1684 Residential timber-framed construction

AS 1720 Timber structures.

AS/NZS 1859 Reconstituted wood-based panels - Specifications

AS 2754.2 1991 Adhesives for timber and timber products - Polymer emulsion adhesives

AS 2796 Timber - Hardwood- Sawn and milled products

AS 4055 2012 Wind loads for housing

AS/NZS 4364 2010 Timber - Bond performance of structural adhesives

AS 4785 2002 Timber - Softwood- Sawn and milled products

HB 44 1993 Guide to AS 1684 1992, The National Timber Framing Code

105 Submissions

Submit the following prior to ordering materials:

Product literature on hardware items proposed if it varies from that specified.

106 Delivery, Handling and Storage

Deliver, handle and store products so that damage, deterioration and loss will be prevented.

Control delivery schedules to minimise long-term storage at site.

Store timber on site indoors, or above ground and cover with secure impervious material.

PART II MATERIALS

201 Materials

Item: Trimming

Material: Min H3 Treated pine; sizes as required

Item:	Wall and Roof framing trimmers
Material:	Min H3 Treated timber; sizes as required
	Wall Framing 90x45 @450c/c
	Rafters 120x45 @600c/c
	Verandah Beam 190x45mm and 140x45mm
	Verandah Posts 90x90
	Purlins/battens 70x45 @900c/c
Item:	Skirtings
Material:	Insect treated pine
Size/Profile	To match existing; 150x18mm with 6mm chamfer to top edge
Finish	Painted
Location	As drawn
Item:	Architraves/Reveals Internal
Material:	Insect treated pine
Size	Refer details
Location:	All openings
Item:	Internal Lining
Manufacturer	Hardies
Material:	Easylap Panel
Location:	UAT Internal Walls
Item:	Internal Lining
Manufacturer	Hardies
Material:	6mm fibrecement; strip jointed
Location:	UAT Ceilings
Item:	Wall Insulation
Material:	90mm HD batts
Location:	UAT Walls
Item:	Ceiling insulation
Material:	150mm Insulation Batt's
Location:	UAT Ceiling
Item:	Door Frames
Material:	DDSD hardwood timber - sizes to suit walls
Location:	UAT; West Room; Kitchen
Item:	Floor Battens
Material:	Insect treated timber - sizes to suit floor slope
Location:	Kitchen;
Item:	Floor
Manufacturer	Hardies
Material:	Scyon Secura 19mm
Location:	Kitchen, WC, Store 1 Floors

Location	Frame	Door	Hardware	Lockware
D3	Timber	Nom. 1980x780 external solid core flush panel door	1½ pairs 100mm stainless steel butt hinges	Lockwood 949 exterior escape deadlatch;
D7	Timber	2040x920 external solid core flush panel door	1½ pairs 100mm stainless steel butt hinges Scope Astra AST1000SFS Concealed Hydraulic Closer Satin Chrome	Lockwood 949 exterior escape deadlatch; Lockwood Privacy Indicating Emergency Turn and Disabled Accessible Turnknob Escutcheons Kit (1368/9P) Lockwood 7714SRDA Series Premium Range Surface Mounted Door

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CARPENTRY AND JOINERY

				Closer
D8	Timber	2040x920; Ledge & Brace DDSD hardwood timber door; Nom 80x22 T&G boards; 180x26mm rails; 120x26mm braces	1 pair 300mm scotch tee hinges	Tradco 2013 Rim Lock - matt black with striker plate
D12	Ex. Timber	Ex Timber	Existing	Lockwood 949 exterior escape deadlatch;
D6	Ex. Timber	970 x 2140 x 40mm solid core flush panel door with glazed panel as drawn; rebate base for roller	Centor A6: Sliding System - Exposed Bracket Mounted Wheel Internal Sliding System; complete with rail, face fix carriers, door stop, roller guide	Zanda 5257 128x83 concealed fix flush pull to inside face (allow for door overlap with wall); Zanda 7092 Entrance Pull Handle s/s/steel externally Lockwood L840SPDP Flush Bolt
D11	Ex. Timber	Ex. timber	Existing	Lockwood 954 Glass Door Deadlatch

All timber used within the structure of the building shall be treated to a minimum H3 standard.

202 Fastening Schedule

All fastenings to be stainless steel unless otherwise noted.

Galvanised bolts when used shall be of correct length and not cut.

PART III EXECUTION

301 Examination

Visit site and inspect conditions, comparing conditions to drawings before delivery of materials to site. Start of work means total acceptance of conditions.

302 Installation General

Comply with: AS 1684 SAA Timber Framing Code, and other relevant Standards.

303 Installation Particulars

Perform operations including grooving, rebating, framing, housing, beading, mitring, scribing, nailing, screwing and gluing as necessary to carry out the works. Use timber in single lengths whenever possible. If joins are necessary, make them over supports unless otherwise shown or specified.

Arris visible edges in sawn work and in dressed work arris with sandpaper to 1.5mm radius unless otherwise shown or specified.

Back plough boards liable to warping (for example, if exposed on one face). Make the width, depth number and distribution of ploughs appropriate to the dimensions of the board and the degree of its exposure.

Provide necessary templates, linings, blocks, stops, ironwork and hardware, screws, bolts, plugs and fixings generally.

Install waterproof membrane to separate infrastructure from concrete or masonry.

Trim framing where necessary for openings, including those required by other trades.

Unless otherwise noted, construct framing so that floors are horizontal, i.e. no more than 3mm slope in 3000mm.

Construct wall framing vertical, so that no more than 3mm out of vertical in 3000mm of wall height.

304 Preparation for Joinery Installation

Prior to installing, condition joinery to the average humidity conditions prevailing in the installation areas.

Deliver anchoring devices and similar inserts required to be built into substrates well in advance of the fixing of fittings and provide full details when they are to be fixed by others.

Prior to installation, examine shop-fabricated work for completeness and remedy deficiencies. Include back priming and the removal of packing.

Thoroughly clean floors and walls that will be permanently concealed by joinery.

305 Installation of Joinery

Ensure tasks and activities comply with the Act, Regulation, Code of Practice or Australian Standards, as relevant.

Use concealed shims as required to install the work plumb, level, straight and distortion free within the following tolerances:

- 1mm in 800mm for plumb and level,
- 0.5mm maximum offsets in flush adjoining surfaces,
- 2mm maximum offsets in revealed adjoining surfaces.

Scribe and cut to fit adjoining work; refinish cut surfaces or repair damaged finishes at cuts.

Secure joinery with anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required to complete the installation. Except where pre-finished matching fastener heads are required, use fine finishing nails, countersunk and filled flush. Use a matching filler where a transparent finish is required.

306 Double Hung Timber Windows

Ensure windows are operating.

Allow to ease and liaise with painter from removal of surplus paint layers in preparation of painting.

Ensure sash cord is intact.

Allow to replace missing putty to glazing.

Allow a PS amount of \$200/window for replacement of damaged or missing hardware and fittings.

307 Adjustments, Cleaning, Finishing and Protection

- A. Finish the work specified in this trade section and remedy anything not finished at the shop or other stage prior to completion.
- B. Adjust joinery to achieve a uniform appearance.
- C. Lubricate and clean hardware, making final adjustments needed for proper operation. Remove handling marks from visible joinery surfaces.
- D. Protection: do everything needed to ensure that work is without damage or deterioration at Practical Completion.

308 Completion

Complete contracted work in accordance with contract documents and written variation orders issued by the Architect.

PART I GENERAL100

101 Scope

Supply and install a complete roofing and siding (external cladding) installation as shown on the drawings including but not limited to the following:

- A. Metal deck of zincalume steel, aluminium, copper etc., including accessories, fastening clips, apron flashings, gutters, parapet linings, copings, sumps, overflow pipes, downpipes.
- B. Roof insulation and wire mesh.
- C. Metal cladding.

102 Related Work

Co-ordinate and co-operate with the following trades:

Doors and door frames
Carpentry

103 Quality Assurance

Tradesmen are required to be experienced in and knowledgeable about the work to be performed and the various Standards to which the work is to comply. The architect will make random inspections during the execution of the work.

104 References

Comply with applicable portions of the following Australian Standards:

AS/NZS 1562	Design and installation of sheet roof and wall cladding. 1562.1 1992 Metal. <i>Plus 3 Amdts, 1993 - 2012.</i> 1562.3 2006 Plastic. <i>There is 1 other part, 1999.</i>
AS/NZS 2179	Specifications for rainwater goods, accessories and fasteners. 2179.1 1994 Metal shape or sheet rainwater goods, and metal accessories and fasteners.
AS 3566 2002	Self-drilling screws for the building and construction industries. <i>There are 2 parts.</i>
AS 3999 1992	Thermal insulation of dwellings - Bulk insulation - Installation requirements. <i>1 Amdt, 2012</i>
HB 39 1997	Installation code for metal roof and wall cladding.
HB 114 1998	Guidelines for the design of eaves and box gutters.

105 Submissions

Submit prior to ordering materials:

- A. Samples and product data of specified products.
- B. Calculation of sizes for gutters and downpipes.
- C. To roofer - supply layout showing exact roof framing member positions.

106 Delivery, Handling and Storage

Deliver to site, unload and stack in a location away from potential damage, preferably directly on to installed roof framing. Inspect on arrival and reject bent or damaged material.

107 Warranty

Provide to the proprietor a warranty on the whole of the roof and roof plumbing including penetrations for pipes, flues, upstands etc. performed for mechanical equipment sub-contractor which states that work will remain waterproof and weather-tight for the period of years from the date of Practical Completion.

PART II MATERIALS200

201 Acceptable Manufacturers

Lysaght, Stramit, Fielders

202 Materials

Item:	Roof Insulation
Material:	75mm foil faced insulation blanket.
Location:	UAT Roof.

Item:	Metal Roof Sheeting
Profile:	Custom Orb of equal
BMT:	0.42mm
Material:	Zincalume
Colour:	Zincalume
Item:	Metal Roof Sheeting
Profile:	Trimdeck or equal
BMT:	0.48mm
Material:	Zincalume
Colour:	Zincalume
Item:	External Lining
Manufacturer:	Fielders
Material:	0.42mm Corrugated over Insulbreak foil
Location:	UAT External Walls
Item:	Flashings
Profile:	As detailed on drawings.
BMT:	0.55mm
Material:	Zincalume
Colour:	Zincalume
Fixings:	Buildex Class 4 with Weatherlok 2 washers; colour match to flashings.
Item:	Eaves gutters
Profile:	Lysaght or equal Colonial profile
Material:	Zincalume
Colour:	Zincalume
Item:	Downpipes
Material:	Ø75mm. zincalume
Brackets:	Abey or equal stand-off bracket.
Colour:	Zinc

203 Fabrication

Form and fabricate components in accordance with AS/NZS 1562 and AS/NZS 2179.1, and other relevant Standards.

Self-drilling screws are to conform to Class 3 as described in AS 3566.

204 Dissimilar Metals

In moist environments, prevent totally contact between dissimilar metals (any metals).

This instruction takes priority over any drawing, detail or instruction and will prevent cathodic reaction between the metals.

Refer this instruction to the structural engineer.

PART III EXECUTION300

301 Examination

Inspect site conditions before installation. Ensure framing is entirely satisfactory.

Ensure that delivery and installation will not be impeded by on-site conditions at time of delivery.

Start of work means total acceptance of conditions.

302 Terrain Category

The site is zoned as Terrain Category:

Refer AS/NZS 1170.

303 Preparation

Prepare framing and surfaces for installation.

304 Installation

Install work in accordance with manufacturer's instructions and Australian Standards. Refer clause 104.

- 305 Flashing**
Lap flashing at least 150mm at junctions, and over flashings neatly dressed and finished. Where necessary to follow a roof slope, step flashings in even overlapping widths. Finish top corners to a line parallel to the roof slope.
Fabricated flashings in materials which are compatible with, and same finish as, gutter and roofing materials. Complete work and leave an entirely watertight installation.
- 306 Penetrations**
Form penetration flashings neatly with material matching roofing material. Form flanged tubular collars 0.70mm sheet zinc not less than 150mm high and 12mm wider than penetrating item, or use EPDM collars.
Where the width of a penetration is wider than a roofing trough or extends across several troughs, form a back gutter, using sheet material similar to the roofing material, well lapped under the roofing, double riveted and sealed with silicone sealant. Close and seal ends of cut ribs. Form back gutters not less than 100mm wide with falls towards the sides of the penetration collars.
Form over-flashings of penetration collars neatly in material matching the roofing material but not less than 0.5mm thick, securely clipped and sealed to the penetrating items and dressed well down over the collars to finish at a straight line level with the tops of the ribs.
Do not use lead or copper for over-flashings.
- 307 Downpipes**
Install in accordance with AS/NZS 2179.1 for metal.
Secure to building at recommended centres, minimum 1800mm with galvanised steel straps.
Install base of downpipes into drain.
- 308 Cleaning**
To prevent contamination and corrosion, keep clean metal roofing and rainwater goods at times during the progress of the works.
At the end of work each day, and immediately before each occurrence of rain, sweep the metal surfaces thoroughly to remove metal filing, swarf, off-cuts, dust, and other materials which could cause corrosion or blockages. Prevent waste materials from entering downpipes, rainwater heads, or drains.
Remove unsecured nails, rivets, screws, bolts and similar fixing devices, guttering, etc., at the end of work each day and at the completion of roofing installation.
- 309 Testing**
On completion, test the entire installation in the presence of and to the satisfaction of the architect.
- 310 Completion**
Complete contracted work in accordance with contract documents and written variation orders issued by the architect.

PART I GENERAL

- 101 Scope**
Design, engineer, supply and install a complete glazed system of windows, doors and screens, including but not limited to:
Aluminium framed UAT window
Aluminium framed UAT mirror
Aluminium framed Kitchen window
Security Insect Screens
- 102 Related Work**
Co-ordinate and co-operate with the tradesmen preparing walls and frames to accept windows, including casting in of anchors.
- 103 Quality Assurance**
Manufacturer qualifications: not less than 10 years continuous experience in the manufacture of the product types specified.
Installer qualifications: installer is to have not less than 5 years continuous experience in the erection of specified material.
- 104 References**
Comply with applicable portions of the following Australian Standards:
AS 1231 2000 Aluminium and aluminium alloys - Anodic oxidation coatings.
AS 1288 2006 Glass in buildings - Selection and installation.
 Plus 1 Supplement, 2006 and 2 Amdts, 2008 - 2011.
AS 2047 1999 Windows in buildings - Selection and installation. *Plus 2 Amdts, 2001.*
AS 3715 2002 Metal finishing - Thermoset powder coating for architectural applications of aluminium and aluminium alloys.
HB 125 2007 The glass and glazing handbook.
Comply with relevant authority's requirement for fire-rated installation.
- 105 Submissions Required Prior to Fabrication**
A. Name of manufacturer/s of products/systems proposed for use.
- 106 Delivery, Handling and Storage**
Handle materials with care. Do not store on site. Install directly in place. Store sealants as instructed by manufacturer.
- 107 Warranty**
Provide to the proprietor a warranty, counter-signed by the installer, on the whole of the installation, which states that work will remain intact, waterproof and fully operational for the period of not less than 5 years after date of Practical Completion.

PART II MATERIALS

- 201 Acceptable Manufacturers**
The following manufacturers of window frames are acceptable:
AWS Crimsafe
Capral Aluminium Specialties
- 202 Materials**
Window frames: extruded aluminium components manufactured from aluminium alloy 6063, temper T5 or T6.
Match components detailed on drawings or an alternative approved in writing by the architect.
- | | |
|--------------|---|
| Item: | Security Screens - Windows |
| Manufacturer | Crimsafe or equal |
| Model | Powdercoated aluminium frame with fixed stainless steel insect security mesh; anti-tamper s/steel fixings |

Item:	Windows (sliding and Awning)
Manufacturer	AWS or equal
Material	Domestic section aluminium window frame; powdercoat finish; Low E Glass; obscure glass to UAT window; windows to be complete with stainless steel security inset screens to opening sashes.
Item:	Mirrors(1No.)
Size:	As drawn
Model	Anodised aluminium frame with Viridian DecorMirror VLam or equal safety mirror glass

203 Structural Criteria

- A. Adopt Terrain Category: 3
Refer AS/NZS 1170.
- B. Wind loading: design:
 - 1. Glazing and frame assemblies to suit the static and dynamic wind forces as indicated on the tables in the AS/NZS 1170.
 - 2. Structural members of glazed units of such strength that when tested at the specified design wind values they do not deflect by an amount greater than span/240 and do not cause permanent deflection.
 - 3. Fix members so that the above loading is generated in the members without stress causing failure or movement becoming evident at any joint.
- C. Movement: permit free and noiseless movement of the components due to thermal effects, structural effect, wind pressure, effect of dead loads, without strain to glass, without buckling of components and without excessive stress to members or assemblies.
- D. Contact with other materials: coat metal surfaces in contact with mortar, concrete, plaster, masonry, wet-application of fire-proofing and absorbent materials with an anti-galvanic, moisture barrier material. Isolate, with inert material, dissimilar metals for the prevention of electrolytic action and corrosion.
- E. Distortion: design the glazed assembly to minimise visual distortion of reflected images.

204 Finish

Polyester powder coat:

Polyester powdercoated, to colour approved by the architect and by the manufacturer of the powder material, to metal of windows, doors and shop fronts.

Perform pre-treatment and application of powder coating by applicators approved by the architect and by the manufacturer of the powder material.

Minimum coating thickness of 50 microns subjected to random testing after installation. non-conforming material will be removed and made good by the builder.

Comply with requirements of AS 3715.

205 Fabrication

Comply with AS 2047.

Framing system: fabricate from extrusions to profiles shown on approved Shop Drawings.

Form junctions so that no fixings, such as pins, screws, pressure indentations and the like are visible on exposed faces. Show on Shop Drawings fixings which will be exposed. Cut edges, drill holes, rivet joints and clean flat sheets, neat, free from burrs and indentations. Remove sharp edges without excessive deformation. Fit mitred joints accurately to a fine hairline.

Pre-assemble and match mark before delivery.

206 Dissimilar Metals

In moist environments, prevent totally contact between dissimilar metals (any metals).

This instruction takes priority over any drawing, detail or instruction and will prevent cathodic reaction between the metals.

Refer this instruction to the structural engineer.

PART III EXECUTION

301 Examination

Inspect site conditions before start of work on site, before delivery of materials. Ensure conditions are satisfactory for installation.

Perform rectification required before delivery of materials.

Start of work means total acceptance of conditions.

- 302 Preparation**
Ensure tasks and activities comply with the Act, Regulation, Code of Practice or Australian Standards, as relevant.
Prepare surfaces affected by the installation in accordance with material manufacturer's instructions.
- 303 Frame Anchorage**
Fabricator is required to supply the anchorage devices to the builder for building in by others and check that devices are located as required to suit the requirements of window frame fabrication for positive and permanent fixing.
Insulation: isolate dissimilar metals at interfaces with bitumen based or nylon shim materials to prevent galvanic action.
Make good concrete or masonry damaged during the installation of masonry anchors at no cost to the proprietor.
- 304 Frame Installation**
Comply with AS 2047.
- 305 Glazing**
Secure glass in accordance with glass manufacturer's recommendations and AS 1288. Allow for thermal expansion of glass, the metal framing and spandrels.
- 306 Security Insect Screens**
Site measure for all screens.
Supply and install screens.
- 307 Protection**
A. Framing system: protect metal surfaces as necessary during erection. Finish surfaces free from mechanical imperfections such as scratches, scrapes, dents, spots, stains and streaks.
B. Glass: protect glass from breakage immediately upon installation and until Practical Completion. Remove and replace glass and metal panels which are broken, cracked, abraded, chipped or damaged in other ways, before, during or after installation, at no additional cost to proprietor.
C. Be responsible for breakage and damage to installation until Practical Completion.
- 308 Cleaning**
A. Remove labels, excess glazing compounds, stains, spots and other foreign matter from glass, frames, hardware and other finished surfaces immediately upon installation of glazing for each light.
B. Debris: remove rubbish and debris resulting from glazing operations, each day.
- 309 Completion**
Complete contracted work in accordance with contract documents and written variation orders issued by the architect.

PART I GENERAL101 Scope

Supply and install resilient floor surfacing material with necessary accessories and related equipment required for the work including but not limited to:

Vinyl sheet

NOTE: Please remove existing floor coverings.

102 Related Work

Co-ordinate and co-operate with the following trades:

Concrete

Internal wall construction

103 Quality Assurance

Suppliers and installers need to be widely experienced in the class of work required for the work of this section. At a place selected by the architect, construct a prototype of a completed installation of vinyl floor and skirtings, 3 square metres in area. On completion of the prototype and approval by the architect of aspects of the installation, the work remains in place and becomes the standard for the remaining work.

104 References

Comply with applicable portions of the following Australian Standards:

AS 1884 2012 Floor coverings - Resilient sheet and tiles - Laying and maintenance practices.

AS/NZS 3661.2 1994 Slip resistance of pedestrian surfaces - Guide to the reduction of slip hazards.

AS 4586-2013 Slip resistance classification of new pedestrian surface materials

HB 197 1999 An introductory guide to the slip resistance of pedestrian surface materials.

Comply also with instructions of manufacturers of materials to be installed.

105 Submissions

Provide samples and data sheets of materials.

Obtain architect's approval for each item before ordering.

106 Delivery, Handling and Storage

Deliver materials in the packaging of the supplier, bearing the brand name, colour, thickness and other relevant data.

Store materials in a secure dry area away from other materials which may cause deterioration.

107 Warranty

Provide a warranty covering aspects of the installation performed by this trade, against defective materials and workmanship for a period of 7 years from the date of Practical Completion. The warranty includes a statement that the whole of the work has been carried out in accordance with AS 1884 and the instructions of the manufacturers of components in effect at the time of installation.

PART II MATERIALS

201 Materials

Item: Vinyl Sheet

Manufacturer: Gerflor

Material: Texline Pro/HQR

Location: Main Room, Rooms 1 & 2

Item: Vinyl Sheet

Manufacturer: Gerflor

Material: Texline Pro/HQR

Location: Kitchen/Bathroom

Skirting: Existing or 100mm vinyl skirting as drawn

Item:	Vinyl Sheet
Manufacturer:	Gerflor
Material:	Tarasafe
Location:	UAT
Adhesive:	Refer AS 1884 and manufacturer's instructions
Skirting:	Cove vinyl up wall 100mm

202 Equipment

Supply equipment required for the preparation of floor, and installation of vinyl materials as recommended by the material manufacturer.

PART III EXECUTION

301 Examination

Examine the site conditions applicable to each installation and comply with AS 1884.
Ensure tasks and activities comply with the Act, Regulation, Code of Practice or Australian Standards, as relevant.
Start of work means total acceptance of conditions.

302 Preparation

Prepare each area to be surfaced in accordance with AS 1884. Test the dryness of concrete sub-floor in accordance with AS 1884.

303 Installation

- A. Delay installation of sheet until concrete has dried to the percentage established in Appendix A of AS 1884.
- B. Adhesives: comply with AS 1884, and manufacturer's instructions.
- C. Install material in accordance with AS 1884, including conditioning of both the materials and the sub-floor.
 - 1. Weld joints of vinyl sheet.
- D. Skirting, to manufacturer's instructions.
- E. Form junctions of different materials (e.g. tiles to carpet) so that they occur under the centre line of doors.

304 Cleaning

Remove excess adhesive and blemishes from the completed surfaces of flooring and skirtings.

305 Protection

Apply suitable hardboard or plywood to completed floors and maintain in position until final cleaning prior to Practical Completion.
Remove and replace work which cannot be successfully repaired or cleaned.

306 Completion

Complete contracted work in accordance with contract documents and written variation orders issued by the architect.

PART I GENERAL100**101 Scope**

Supply labour and materials, services and equipment necessary for the preparation, application and finishing of painting and staining as indicated on drawings, schedules and as specified herein, to internal and external surfaces of building, as detailed in scope.

Consult with the architect with regard to requirements of other trade sections of the specification which require painting, and include as part of the work of this trade section the appropriate preparation, painting, and finish required to complete the installation.

102 Related Work

Co-ordinate and co-operate with the following trades:

Substrates to be painted Cleaning and finishing
Scaffolding

103 Quality Assurance**A. Compatibility of shop and field paints:**

Determine that the materials specified in the Schedule of Finishes are compatible with shop coats. Failure to do so will be construed as accepting the paints specified. Contractor is to correct, at his own expense, defects in his work resulting from the use of such materials.

B. Test samples:

1. Prepare test samples for painting types and typical locations, where determined by the architect. Do not commence painting of the substrate type until the sample is approved by the architect. Apply samples in conditions approximating as closely as possible the lighting conditions of the finished work.
2. Test samples include the suitable preparation of substrates.
3. After approval, test samples are to be the standard for quality control of the completion of work of same type.

104 References

Comply with applicable portions of the following Australian Standards:

AS/NZS 2311 2009 Guide to the painting of buildings.

(NB: maintain this document at the project site by the contractor as a controlling general reference).

AS/NZS 2312 2002 Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings. *Plus 1 Amdt, 2004.*

105 Submissions

Submit the following materials:

- A. Product literature on proposed painting systems.
- B. Colour samples for approved painting materials. Identify samples with:
 1. Manufacturer's colour code and colour name (if any).
 2. Match to Schedule colour code and name.
- C. Samples are not to be less than 100 x 100mm, and are to be of the same gloss level as the scheduled colour.
- D. Copies of pre-installation conference minutes.

106 Delivery, Handling and Storage

Store materials in designated spaces in a secure manner which meets the requirements of applicable codes and fire regulations. When not in use, keep such spaces locked and inaccessible to those not employed under this section. Provide each space with a fire extinguisher of carbon dioxide or dry chemical type bearing a tag of recent inspection.

Bring materials to the building and store in manufacturer's original sealed containers, bearing the manufacturer's standard label, indicating type and colour. Deliver materials in sufficient quantities in advance of the time needed in order that work will not be delayed in any way.

107 Project Conditions

Temperature: comply with the requirements of clause 6.3 of AS/NZS 2311 The painting of buildings, and of paint manufacturers with regard to both ambient temperature and relative humidity.

108 Warranty

Provide a written warranty stating that preparation of surfaces, materials and material application installed under this contract will show no deterioration and remain in good condition for a period of 7 years from date of Practical Completion.

PART II MATERIALS200**201 Materials**

All internal paints are to be low VOC or environmental paints.

General: where manufacturer makes more than one grade of any material specified, use the highest grade of each type, whether or not the material is mentioned by trade name in these specifications.

Paints and finishes used for the project may be manufactured by one or more of the following manufacturers:

Taubmans.

Dulux.

Wattyl.

Haymes.

Other products may be approved by architect. Apply to architect for approval of alternatives.

Provide materials necessary for preparation of surfaces, and for application of paint finishes.

202 Schedules

The architect will prepare a final Schedule of Colours in sufficient time before commencement of work.

203 Paint Types**Exterior**

Timberwork 3 x Wattyl Solagard Low Sheen

Fibreceement 2 x Wattyl Solagard Low Sheen

Render/Masonry 1 x Granosite "Granoprime"

2 x Wattyl Solagard

Interior

Plaster walls 1 x Wattyl "Master Prep Surface Binder"

2 x Wattyl "ID Advanced Low Sheen"

Fibre Cement 1 x Wattyl "Aquaprep Acrylic Sealer Undercoat" Low VOC

2 x Wattyl "ID Advanced Low Sheen"

Plaster Ceilings 1 x Wattyl "Master Prep Surface Binder"

2 x Wattyl "I.D. Advanced Matt"

Timber Doors 1 x Wattyl "Aquaprep Primer Sealer Undercoat"

2 x Wattyl "Master Enamel Semi Gloss Enamel"

Timber Windows 1 x Wattyl "Aquaprep Primer Sealer Undercoat"

2 x Wattyl "Master Enamel Semi Gloss Enamel"

Timber Frames (Internal) 1 x Wattyl "Aquaprep Primer Sealer Undercoat"

2 x Wattyl "Master Enamel Semi Gloss Enamel"

Timber trims, architraves 1 x Wattyl "Aquaprep Primer Sealer Undercoat"

Skirtings/Frames 2 x Wattyl "Aqua Trim Satin"

204 Priming Materials

Colours of priming coats (and body coats where specified) are to be lighter than those of finish coat.

205 Spare Paint

Contractor to provide adequate left over paint for touching up and maintenance. To be supplied in well-sealed long-life containers of colour matched paints, clearly labelled and mapped to rooms/walls inside and outside the building (where applicable).

PART III EXECUTION300**301 Examination**

Inspect surfaces and determine that they are in proper condition to receive the work to be performed under this trade section. Refer 302 A, below.

Ensure tasks and activities comply with the Act, Regulation, Code of Practice or Australian Standards, as relevant.

The starting of work under this trade section will be taken to mean acceptance of such surfaces as being satisfactory and defects in work resulting from accepting poor surfaces are to be corrected at no cost to the proprietor.

Refer AS/NZS 2311 Appendix C.

302 Preparation

A. General: prepared to a standard not less than that described under AS/NZS 2311, Section 3: Preparation of Un-Painted Surfaces inclusive, and other clauses of Australian Standards referenced therein.

This Standard is incorporated by reference as part of this specification and applies to the work below to the same extent as if written herein.

- B. Broom clean floor surfaces before painting. Remove dust, dirt, plaster, grease and other extraneous matter affecting the finish work.
- C. Putty-stop or plug nail holes and cracks on both exterior and interior work, as required. Natural or stained wood finishes are to have putty coloured to match. Putty wood after prime coat or sealer coat has been applied.
- D. Clean bare metal surfaces of mill scale, rust, grease, oil, dirt, or other foreign matter, then properly washed with spirit or other approved cleaning agents. After cleaning, etch, pickle, prime, or otherwise prepare, as recommended by the paint manufacturer.
- E. Remove blisters or other imperfections in previous coats caused by foreign substances or paint skins from painted surfaces before the subsequent coat is applied.
- F. Rub down wood and metal surfaces before finishing and between coats with No. 00 and finer sandpaper or steel wool, leaving a perfectly clean surface. Sand smooth-finished surfaces before finishing and between coats as required to smooth out rough areas and to assure a smooth, even finish. Surfaces to receive paint are to be smooth and free of sandpaper scratches, mill-marks, and other imperfections.
- G. Remove hardware, accessories, plates, lighting fixtures and similar items in place prior to painting and re-position upon completion of each space, or protect as otherwise directed by the architect.
- H. Thoroughly stir materials in containers before application, unless otherwise directed by the manufacturer of the paint used, to ensure uniformity of colour and mass. Strain out paint skins or other materials which would cause lumps or roughness. Thin only as recommended by the manufacturer.

303 Protection

Furnish and lay suitable drop cloths in areas where painting is being done to protect floors and other surfaces from damage during the work.

304 Application

- A. General: execute work of this trade section in strict compliance with paint manufacturer's recommendations, and with the provisions of AS/NZS 2311, Section 6: Paint Application, inclusive. This standard is incorporated by reference as part of this specification and applies to the work below to the same extent as if written herein. In the event of conflict between manufacturer's recommendations and the provisions of AS/NZS 2311, manufacturer's recommendations govern.
- B. Maintenance or repainting
Execute work of this trade section in strict compliance with paint manufacturer's recommendations, and with the provisions of AS/NZS 2311, Section 7: Maintenance of Painted Surfaces on inclusive and Section 8: Maintenance Painting Systems. This standard is incorporated by reference as part of this specification and applies to the work below to the same extent as if written herein. In the event of conflict between manufacturer's recommendations and the provisions of AS/NZS 2311, manufacturer's recommendations govern.

305 Cleaning

At completion of work in each area, remove paint spots, oil and stain from adjacent surfaces, including finish hardware.

Replace hardware previously removed.

306 Completion

Complete contracted work in accordance with contract documents and written variation orders issued by the architect.

PART I GENERAL

101 Scope

The work of this trade section covers the supply and installation of manufactured casework items.
It includes but is not limited to:
Kitchen Bench Cupboard
Bath (Art Clean Up) bench Cupboard

102 Related Work

Co-ordinate and co-operate with the following trades:
Carpentry Wall finishes
Floor finishes Ceiling finishes
Plumbing Electrical installation

103 Quality Assurance

Manufacturers and installers are required to be widely experienced in the relevant aspects and class of work required for this section.
At a place selected by the architect, construct a prototype of a completed installation. Include in this prototype all elements required by this specification, finished in every respect. When approved by the architect, each prototype remains part of the work and becomes the standard for the remaining work.

104 References

Comply with applicable portions of the Australian Standards:
AS/NZS 1859 Reconstituted wood-based panels - Specifications.
 1859.1 2004 Particleboard. *Plus 2 Amdts, 2006 - 2011.*
 There are 3 other parts, 2004 - 2005, 3 Amdts, 2006 - 2009.
AS 2754.2 1991 Adhesives for timber and timber products - Polymer emulsion adhesives.
AS/NZS 2924 High pressure decorative laminates - Sheets made from thermosetting resins.
 There are 2 parts, 1998.
AS/NZS 4386 Domestic kitchen assemblies.
 4386.1 1996 Kitchen units.
 4386.2 1996 Installation.

105 Submissions

Submit the following prior to fabrication:
Product literature on proposed hardware items including components.
Technical data on melamine laminates proposed for use.
Technical data and samples of substrate materials.
Thickness of materials at typical locations.

106 Delivery, Handling and Storage

Do not deliver work to the site until after completion of other trade activities which could soil, damage or cause deterioration of manufactured joinery items.
Prevent soiling, damage or deterioration during delivery, storage and handling.
Keep site storage to a minimum. Install directly in place, but refer to clause 302.
If circumstances make storage necessary in areas other than the final location, store only in those that meet the requirements specified for installation areas.

PART II MATERIALS

201 Materials

Item:	Bath (Art Clean) Sink Bench
Benchtop:	1.0mm plastic laminate on 32mm HMR MDF board with 2mm PVC edging
Open Shelves:	16mm HMR MDF coloured board with 1mm PVC edging
Exposed Surfaces:	16mm HMR MDF coloured board with 1mm PVC edging
Internal Carcase:	16mm HMR MDF coloured board with 1mm PVC edging
Splashback:	16mm HMR MDF coloured board with 1mm PVC edging all around
Frame	Liaise with metalwork for s/steel base frame

Item:	Kitchen Sink Cupboard
Benchtop:	1.0mm plastic laminate on 32mm HMR MDF board with 2mm PVC edging
Doors/Drawers:	16mm HMR MDF coloured board with 1mm PVC edging
Exposed Surfaces:	To match doors
Internal Carcase:	16mm white melamine HMR board (white), 1mm PVC edging
Kicks:	16mm HMR MDF coloured board with PVC edging
Splashback:	16mm HMR MDF coloured board with 1mm PVC edging all around
Drawers:	FGV Metal Drawer with full extension heavy duty runners, soft close or approved equal
Handles:	128mm Artia "Venti" handle; stainless steel
Hinges:	Blum 110° opening, heavy duty
Cutlery Insert	Blum Drawer Inserts - 1No. moulded plastic to suit top drawer

Refer Room Layout Drawings for layout, extent and details.

202 Adhesives

- A. PVA adhesives :
Comply with AS 2754
- B. Contact adhesives :
Comply with AS 2131

203 Hardware

Manufacturers are recommended - similar approved will be considered. Supply and fix hardware for cabinetwork in accordance with the following schedule:

- Hinges: Slide-on type 110 deg. Automatic hinge with steel and nickel plated finish, shallow insertion depth cup, all screw fixed. Hang doors not exceeding 900mm high on 2 hinges. Hang doors exceeding 900mm high on 3 hinges.
- Catches: Magnetic type approved by the Superintendent's Representative. Fit one catch to doors not exceeding 900mm high. Fit 2 catches to doors exceeding 900mm high.

Adjustable Shelf Brackets: Ferrule and socket brass shelf supports at 75mm centres

204 Fabrication

Construct by screwing and gluing or other approved method. A dry stapled assembly will not be approved.

Fabricate bench tops as indicated in a manner recommended by the material's manufacturer. Fabricate units without joints unless counter length exceeds maximum available length of materials.

Seal joints between counter and splash back with matching colour silicone. Wherever possible, pre-cut openings to receive hardware, appliances, plumbing fixtures, electrical work and similar items.

Locate openings accurately using templates or roughing-in diagrams for proper size and shape. Smooth edges of cut-outs and, where located in bench tops and similar exposures, seal edges of cut-outs with a water resistant coating.

Back prime all concealed solid timber surfaces prior to installation.

Install fasteners, hinges etc. in accordance with manufacturer's instructions. When in doubt about suitability, consult with manufacturer of the items specified or selected.

205 Inspection Before Delivery

Advise architect when the first of any group of items is ready for inspection not less than 4 days before delivery is due at the site. Where work is found not to comply with documentation, the architect will order rectification. The architect will be the sole decision-maker regarding compliance or non-compliance.

PART III EXECUTION

301 Examination

Visit the site and inspect conditions. Check dimensions and compare all aspects with the drawings and specification. Resolve differences before ordering materials or starting work.

Ensure tasks and activities comply with the Act, Regulation, Code of Practice or Australian Standards, as relevant.

Start of work means total acceptance of all conditions.

302 Preparation for Installation

Prior to installing, condition joinery to the average humidity conditions prevailing in the installation areas.

Deliver anchoring devices and similar inserts required to be built into substrates well in advance of the fixing of fittings and provide full details when they are to be fixed by others.

Prior to installation, examine shop-fabricated work for completeness and remedy any deficiencies. Include back priming. Remove packing where not required.

Thoroughly clean all floors and walls that will be permanently concealed by joinery.

303 Installation

Use concealed shims as required to install the work plumb, level, straight and distortion free within the following tolerances:

- 1mm in 800mm for plumb and level (including bench tops),
- 0.5mm maximum offsets in flush adjoining surfaces,
- 2mm maximum offsets in revealed adjoining surfaces.

Scribe and cut to fit adjoining work; refinish cut surfaces or repair damaged finishes at cuts.

Secure joinery with anchors of blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required to complete the installation.

Except where pre-finished matching fastener heads are required, use fine finishing nails, countersunk and filled flush. Use a matching filler where a transparent finish is required.

Install casework without distortion so that doors will fit openings properly and be accurately aligned.

304 Hardware

Install all door and joinery hardware as scheduled, listed and required in full compliance with the manufacturer's recommendations.

Adjust as needed to centre doors in openings.

305 Adjustments, Cleaning, Finishing and Protection

- A. Finish the work specified in this trade section and remedy anything not finished at the shop or any other stage prior to completion.
- B. Adjust joinery to achieve a uniform appearance.
- C. Lubricate and clean hardware making any final adjustments needed for proper operation.
- D. Remove all handling marks from visible joinery surfaces.
- E. Protection: do everything needed to ensure that all work is without damage or deterioration at completion.

306 Completion

Complete all contracted work in accordance with contract documents and written variation orders issued by the architect.

PART I GENERAL

101 Scope

Supply, install and commission complete packaged system air conditioning consisting of, but not limited to the following items:

1 New reverse cycle split system inverter air conditioning unit complete with outdoor condenser unit and internal wall mounted cassette unit.

Liaison with electrician for new Electrical circuits from existing Building DB including breaker and isolator.

Wall penetrations

Cover ducts

Cassette surround shroud

Tophat and wall mounts as required with anti-vibration acoustic mounts

Drains from fancoil units

102 Related Work

Co-ordinate and co-operate with the following trades:

Metalwork

Electrical installation

Interior Fitout

103 Quality Assurance

A. Provide written evidence to the Superintendent of required experience and skills of personnel proposed for this project.

B. Ensure electrical and plumbing work is performed only by electricians and plumbers with qualifications. Submit evidence of these qualifications.

104 References

Comply with applicable portions of the following Australian Standards:

AS 1324 Air filters for use in general ventilation and air-conditioning. *There are 2 parts, 2001 and 2003.*

AS 2913 2000 Evaporative air-conditioning equipment.

AS/NZS 3666 Air-handling and water systems of buildings - Microbial control.

3666.1 2011 Design, installation and commissioning.

3666.2 2011 Operation and maintenance.

Comply also with the requirements of environmental and statutory authorities having jurisdictions.

105 Submissions

Submit data on packaged units and manufacturers of other components.

Submit to architect operation and maintenance instructions for units and other items.

106 Delivery, Handling and Storage

Arrange with builder dates of delivery and installation of units and associated components, crange or handling to installed position and maintenance arrangements.

Where possible, install materials directly in place. Store other materials in a secure location on site as directed by builder.

107 Warranty

Provide a warranty to the proprietor via the architect that units which fail within the warranty period of 5 years from the date of Practical Completion will be repaired or replaced contracted, where maintenance is not performed by this contractor.

108 Maintenance

Provide full 12 month service of new unit at completion of defects period.

Detail the precise activities of maintenance offered.

PART II MATERIALS

201 Manufacturers

The following manufacturers and installers are acceptable:

Daikin
Futjitsu
Mitsubishi
LG

202 A/C Equipment

Reverse cycle inverter units to achieve the following minimum cooling capacities:

Unit	Type	Capacity (min.)
Main Room	Wall Split	8.8kW cooling
Room 2	Wall Multi-Split	

203 Coils

Provide coils constructed of copper tubes with aluminium fins

Ensure maximum face velocity does not exceed 2.75 m/sec over the coils. Provide coils complete with distributor, correctly sized for duty.

Protect in accordance with later specifications.

204 Compressor and Pipe Work

Provide units equipped with hermetically sealed compressor motor, complete with expansion valve or capillary tube type expansion device, liquid line filter/drier and refrigeration pipe work.

On reverse cycle units, ensure the refrigeration circuit includes reversing valve, accumulator and check valve, plus additional refrigeration pipe work to bypass drier on reverse cycle operation.

For split units provide refrigeration pipe work sized and installed to equipment manufacturer's recommendations.

Refrigerant pipework circuits shall be installed shall comply with AS1677 and AS1571. Pipework shall be sized to allow velocities sufficient to ensure positive oil return throughout the system and to minimise pressure drops that would have a negative impact on system performance.

All pipework shall be installed to comply with the equipment manufacturer's specifications.

Pipework shall include as required all traps, separation tubes, double risers, heaters, reservoirs and controls as necessary to provide and maintain efficient compressor lubrication.

All copper tubing used shall be refrigeration grade, dehydrated copper tube. Tubing shall at all times have the ends sealed with caps or protective tape except when being cut, welded or flared.

Pipework shall be installed by experienced refrigeration installers with current ARC Tick registration.

Pipework run external to the building shall be neatly enclosed within "Colorbond" or proprietary PVC pipe ducts.

All pipework protection to be coloured to approval of Superintendent.

All pipework shall be insulated to achieve the R values required in Table 2B of Specification J5.4 of the National Construction Code.

All pipework insulation must meet the fire resistance requirements of Table 4 of Specification C1.10 of the National Construction Code.

All joints in the pipework shall be silver soldered to wrought copper capillary type fittings using 15% silver hard solder.

Dry nitrogen shall be continuously applied during welding processes as per the equipment manufacturer's instructions to prevent oxidation and piping contamination.

205 Refrigerant

Refrigerant shall be charged into machines following pressure testing with dry nitrogen, along with evacuation and dehydration in accordance with standards recommended by the manufacturer.

An operating charge of refrigerant shall be provided with each machine and maintained during the 12 months defects liability period at the contractor's expense.

Refrigerant shall be charged into the systems from new sealed cylinders

206 Fans

Provide supply air fans of forward-curved centrifugal type, balanced to prevent vibration.

207 Motors and Drive Units

For small units condenser fans are permitted to be direct coupled to their respective motors.

Fans to larger units are to be provided with vee-belt driven continuously rated induction motors.

Supply all fan motors sized for duty, plus 20%.
Supply with bearing of permanently lubricated ball type.

208 Electrical and Control Wiring

The contractor shall supply and install conduit and cabling between indoor and outdoor components of air conditioning units, along with thermostats and control switches as required and in accordance with the requirements of the manufacturer, AS/NZS3000 & Energy Safety WA.

The contractor shall be responsible for the final connections of all equipment from isolators to each item of equipment.

Provide units with a control panel containing all controls needed to operate and protect the components of the units.

Controls required include contractors, thermal overloads on each phase of the motors, cut-off switches on the refrigeration system, control systems and lockout relays.

Ensure all protective devices automatically reset.

Provide reverse-cycle units with an automatic de-ice control included.

209 Cabinets

Provide cabinets of 1.2mm min thickness galvanised steel finished in baked enamel.

Line internal surfaces, including access doors with insulation of 25mm min thickness.

Protect in accordance with later specifications.

210 Filters

Fit filters, within the unit itself, accessible and removable without the aid of tools.

Seal between filters and casing to prevent air bypass.

Supply filters of the dry washable type with an efficiency of 70%.

211 Brackets Sleeves Mounts

Hot dip-galvanised steel, as required for secure installation.

Pipe duct between condenser and ceiling cassette to be Colorbond steel or approved plastic.

External condenser unit to be mounted on acoustic mounts on galvanised brackets or galvanised roof tophats.

PART III EXECUTION

301 Examination

Inspect drawings and visit site. Check aspects of required work such as plant platforms, refer any discrepancy to builder and/or architect for decision and correction.

Ensure tasks and activities comply with the Act, Regulation, Code of Practice or Australian Standards, as relevant.

Start of work on site means total acceptance of conditions.

302 Mounting

Mount units on suitable vibration eliminators to prevent the transmission of noise or vibration to the building.

303 Condensate Drains

Drain cassette units to the nearest downpipe near condenser unit via a trapped 32mm dia PVC pipe.

304 Connection

Provide electrical connection to building main switchboard to space allocated for mechanical services and for future equipment.

305 Load Balancing

The loads and circuits shall balance as evenly as possible over the three phases throughout the proposed electrical installation. Failure to comply with this section will result in the rejection of the electrical installation.

A full load test shall be performed prior to practical completion and in the presence of the Superintendent and the current in each phase recorded.

Provide flexible ductwork between unit and supply air fixed ducts. Provide weatherproof coverings over connections to external units.

306 Commissioning

The contractor shall provide all facilities, skilled manpower, materials, instruments and tools to pressure test, commission, test balance and prove that the installation is operating correctly and ready to be handed over.

Prior to practical completion the contractor shall completely commission and test the installed systems, and prove their operation in accordance with the specification.

Provide a minimum of one week's notice of all tests. Any or all tests may be witnessed by the Superintendent's Representative. The cost of repeat tests in the event of failure shall be borne by the contractor, including the Superintendents Representative's costs to witness the repeat the tests.

Co-ordinate schedules for starting up of various systems and equipment.

Before starting, verify that each piece of equipment has been checked for proper lubrication, drive rotation, belt tension, control sequence, circuit protection or for other conditions which may cause damage.

Verify wiring and support components for equipment are complete and tested.

Verify that tests, meter readings, and specified electrical characteristics agree with those required by the manufacturer.

Provide everything necessary for the carrying out of the tests, including labour, materials and instruments with a current calibration certificate.

Carry out acceptance tests and final tests. Commission all plant installed in this contract and carry out the necessary tests to demonstrate that the systems and components meet all performance and authority requirements.

Provide complete test and commissioning records.

307 Completion

Complete the contracted work in accordance with contract documents and written variation orders issued by the architect.

PART I GENERAL100

101 Scope

The work of the Trade section includes but is not limited to the design, supply and installation of electrical transmission and reticulation materials from the mains supply to parts of the building, site, and connection for:

Power reticulation
Lighting reticulation

102 Related Work

Co-ordinate and co-operate with the following trades:

Floor Construction
Walls
Ceilings
Carpentry
Painting

103 Quality Assurance

- A. Licensed electrical technicians only may perform work, experienced in the requirements of the project. Licences are those issued by the state authority having direct control or interest in the work.
- B. Perform the entire installation in accordance with the requirements of the statutory authority having jurisdiction.

104 References

Comply with applicable portions of the following Australian Standards:

AS/NZS 1680	Interior lighting. <i>There are numerous parts 1997- 2012</i>
AS/NZS 2053	Conduits and fittings for electrical installations. <i>There are 8 parts, 1995 - 2002.</i>
AS/NZS 3000 2007	Electrical Installation (known as the Australian/New Zealand Wiring Rules). <i>There are 2 Amdts, 2009 & 2012. This Standard is in constant revision and comes in 4 different forms.</i>
AS/NZS 3018 2001	(Obsolescent) Electrical installations - Domestic installations. <i>Changed in 2010.</i>
AS 3786 1993	Smoke alarms. <i>There are 4 Amdts, 1995 - 2004.</i>

105 Submissions

On request of the architect, submit for approval any item related to the installation, including: data sheets on materials; wiring diagrams - plans; samples of products; licence certificates and obtain written approval of each item so requested.

Evidence of payment of fees where applicable.

106 Delivery, Handling and Storage

Deliver, unload and store in a secure area, in accordance with manufacturer's instructions where applicable, to prevent damage, deterioration and loss.

107 Warranty

Provide a warranty covering aspects of required work of this Trade section, for a period of not less than 5 years from the date of Practical Completion.

108 Fees and Notices

Pay fees, and submit notices to supply authority.

Arrange for inspections by authority inspector and obtain final certificate.

PART II MATERIALS200

201 General

Supply only products which bear the required indication of approval of the statutory authority having jurisdiction.

At architect's request supply list of proposed materials, showing name of manufacturer where not named below.

202 Materials

Item:	Bakelite
Manufacturer	Clipsal
Material:	2000 Series
Location:	Internal
Item:	Lights
Manufacturer	Pierlite
Model:	ECO LED Panel Gen 2; 27W; 6500K; with suspension kit
Location:	West Room, Main Room
Item:	Lights
Manufacturer	Pierlite
Model:	ECO LED Panel Gen 2; 27W; 6500K; surface mount kit
Location:	Room 1, Room 2, Store 2; Kitchen
Item:	Lights
Manufacturer	Enlite
Model:	En-Line 1200mm 37W
Location:	Kitchen
Item:	Lights
Manufacturer	Enlite
Model:	Lumifit 13W,
Location:	UAT
Item:	Lights
Manufacturer	Enlite
Model:	Orbital 15W
Location:	WC, Store 1, Bathroom
Item:	Lights
Manufacturer	Enlite
Model:	Orbital 15W, switch via PE cell on UAT east wall
Location:	UAT Verandah ceiling

203 Fabrication

Components manufactured off-site are to be compatible with the requirements of the project and to architect's approval.

Refer to architect for approval of finishes of components where item will be exposed to view after installation.

204 Source Quality Control

Where supply authority or architect requires, submit data relating to manufactured components in the form of:

- A. Test reports.
- B. Certificates issued following inspection of products.
- C. Verification of performance statement.

PART III EXECUTION300

301 Examination

Request rectification of existing work or preparation of additional or new work by builder where necessary to facilitate electrical installations.

Obtain essential services information (dial before you dig).

Ensure tasks and activities comply with the Act, Regulation, Code of Practice or Australian Standards, as relevant.

Start of work means total acceptance of conditions.

302 Preparation

Provide necessary safety or security controls where required to ensure safe practices and installations.

- A. Chasing and making good for conduit access for skirting
- B. Chasing and wiring duct, GPO's switches etc.

- C. Supply and installation for access opening where required.
- D. Forming, trimming, patching and making good of openings for luminaries to sizes required by the Electrician.

303 Installation

Comply with regulatory requirements relating to installation methods and systems.
Ensure that installations are within the regulatory maximum loads and tolerances.

- A. Cable
Secure cable, using materials specified above, at centres recommended by regulations and/or manufacturer.
- B. Conceal wiring and cable equipment. Conduit cable where necessary or required in approved material.

304 Field Quality Control

- A. Where requested by supply authority supply test data obtainable from component manufacturer.
- B. Arrange for inspections by component manufacturer's representative to ensure correct application, use and installation.

305 Adjust and Clean

Adjust installations of components to ensure proper fit and alignment.
Remedy items of inefficient operation or of doubtful performance.
Clean visible items to original condition.
Remove debris from installation in concealed spaces.

306 Protection

Protect installed items from damage from any source until Practical Completion.

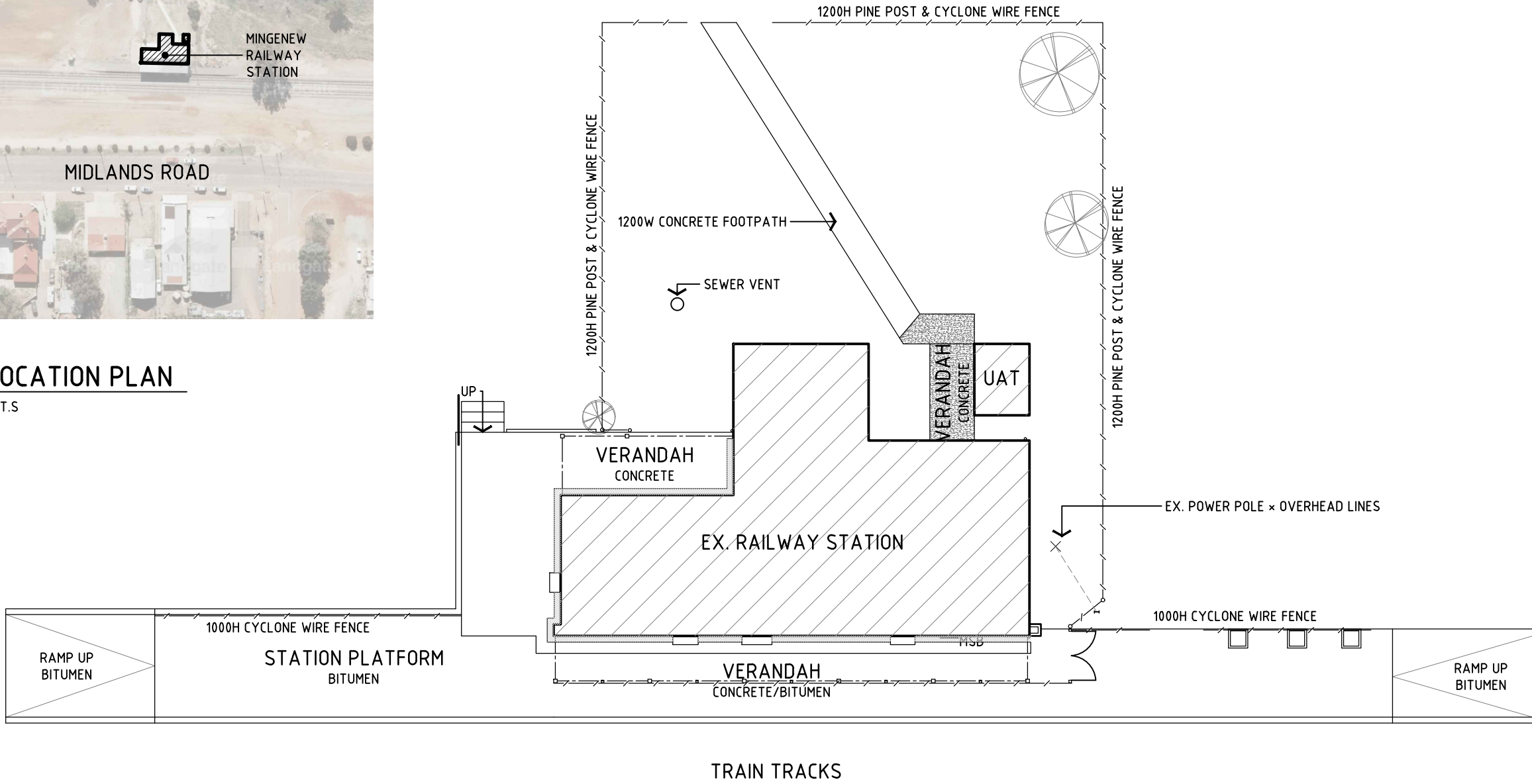
307 Completion

Complete contracted work in accordance with contract documents and written variation orders issued by the architect.

APPENDIX A DRAWINGS



 **LOCATION PLAN**
N.T.S.



 **SITE PLAN**
SCALE 1:200

0 4m 8m
SCALE 1:200

0	24/03/21	ISSUE FOR TENDER	EPS
Rev.	Date	Amendment	INIT.

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**SHIRE OF MINGENEW
RAILWAY STATION
CNR MELVILLE ST & ELEANOR ST
MINGENEW WA 6522**

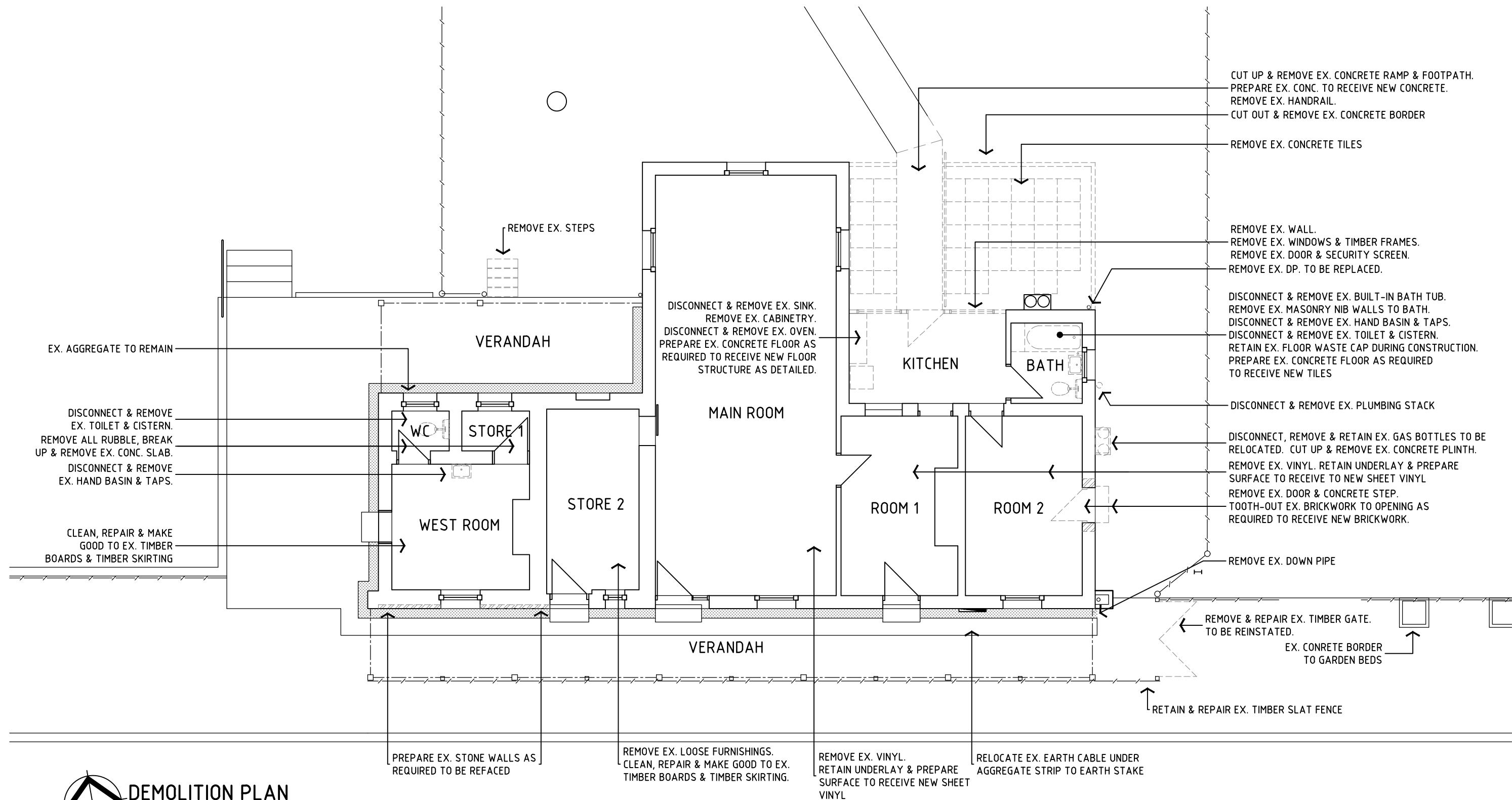
DRAWING
SITE PLAN

JOB No.
2045

DRAFT. ML ARCHI. CAP
DATE FEB 2021 SCALE 1:200

DWG No. REV. 0
A.01 of





DEMOLITION PLAN

SCALE 1:100

NOTES:

- REMOVE ALL LOOSE FURNISHINGS & ITEMS AFFIXED TO WALLS TO ALLOW DEMOLITION & NEW WORKS TO BE COMPLETED AS OUTLINED IN THE DRAWINGS & SPECIFICATION.

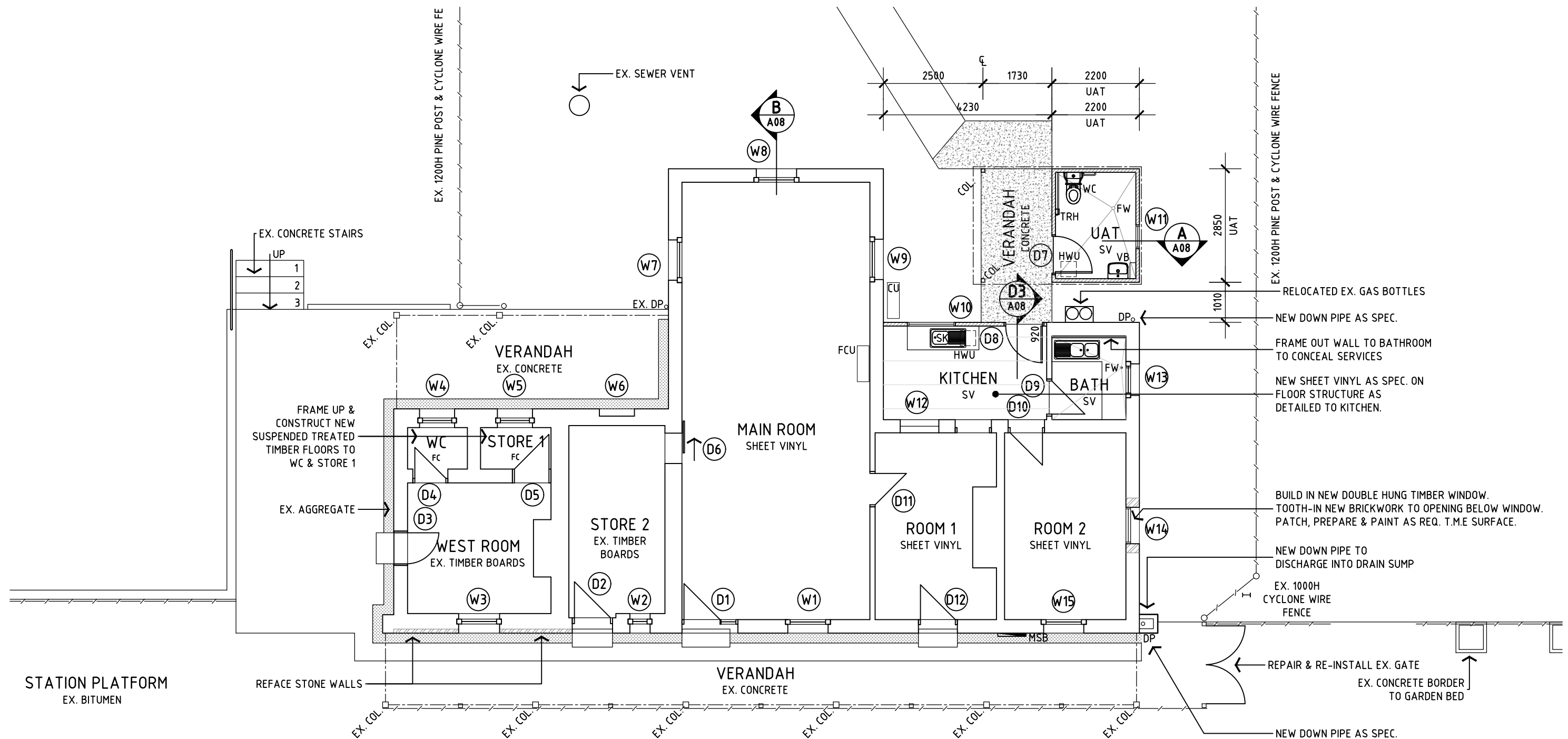
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Rev.	Date	Amendment	INIT.

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DRAWING DEMOLITION PLAN	JOB No. 2045
DRAFT. ML ARCHI. BCS	DWG No. REV. 0
DATE FEB 2021 SCALE 1:100	A.02 of

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EASTMAN POLETTI SHERWOOD PTY LTD.	ARCHITECTS
ABN 80 887 298 350	70





FLOOR PLAN

SCALE 1:100

NOTES:

- PREPARE & PAINT ALL TIMBER ARCHITRAVES & FRAMES TO WINDOWS & DOORS
- PREPARE & PAINT ALL INTERNAL WALLS
- ALLOW FOR SERVICING/MAINTENANCE TO ALL EX. WINDOWS

TRAIN TRACKS

0 2m 4m
SCALE 1:100

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Rev.	Date	Amendment	INIT.

PROJECT
**SHIRE OF MINGENEW
RAILWAY STATION
CNR MELVILLE ST & ELEANOR ST
MINGENEW WA 6522**

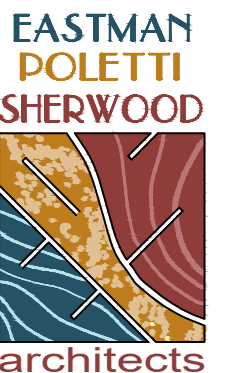
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FLOOR PLAN

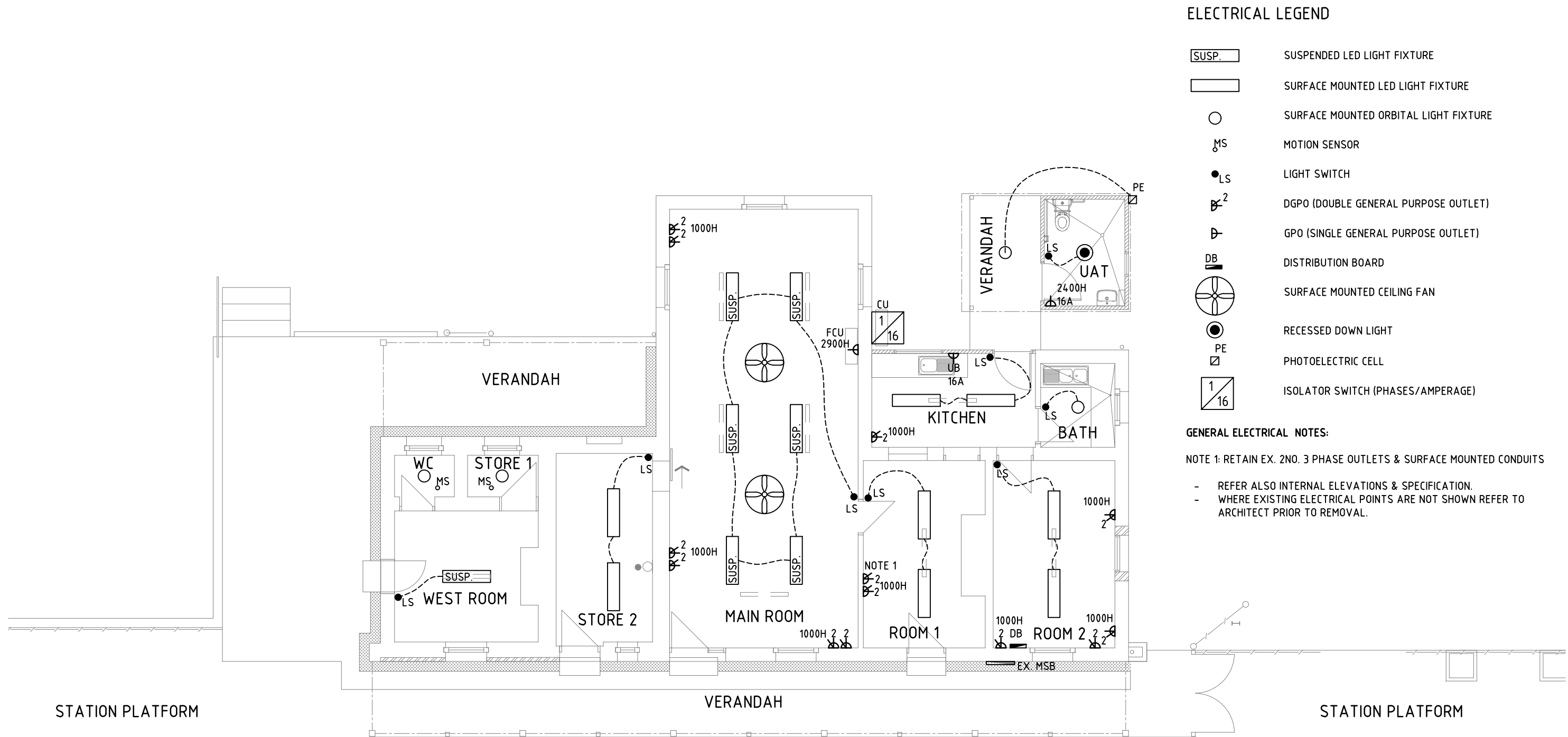
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DATE FEB 2021 SCALE 1:100

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A.03 of

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ELECTRICAL PLAN
SCALE 1:100

TRAIN TRACKS



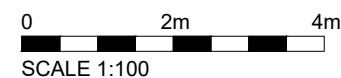
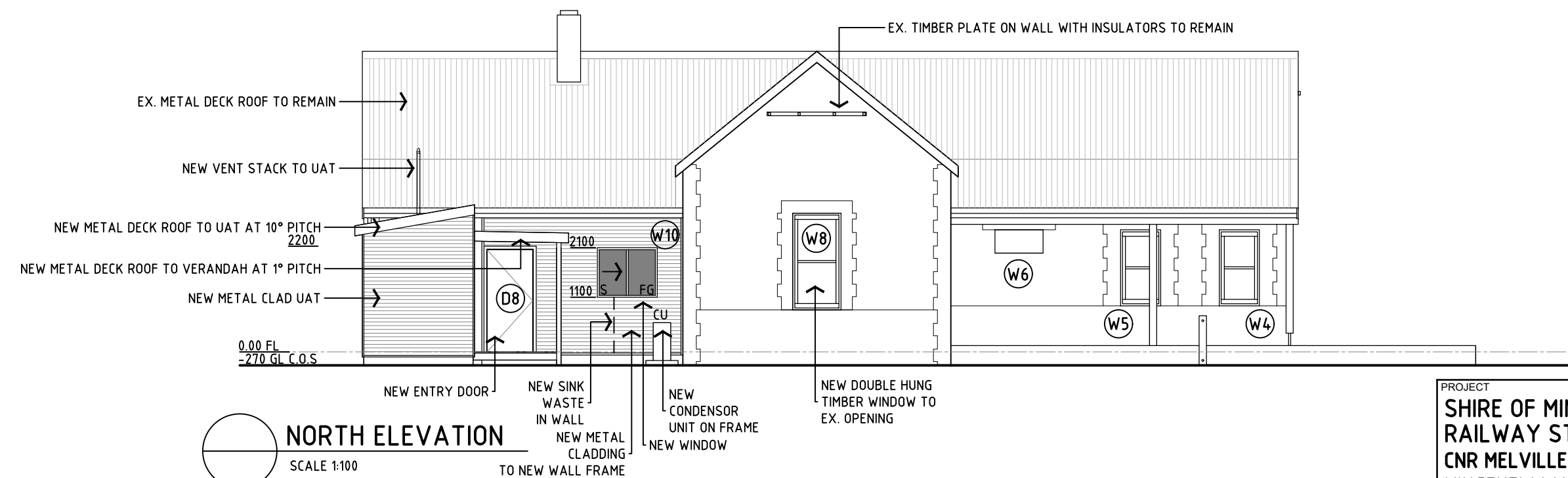
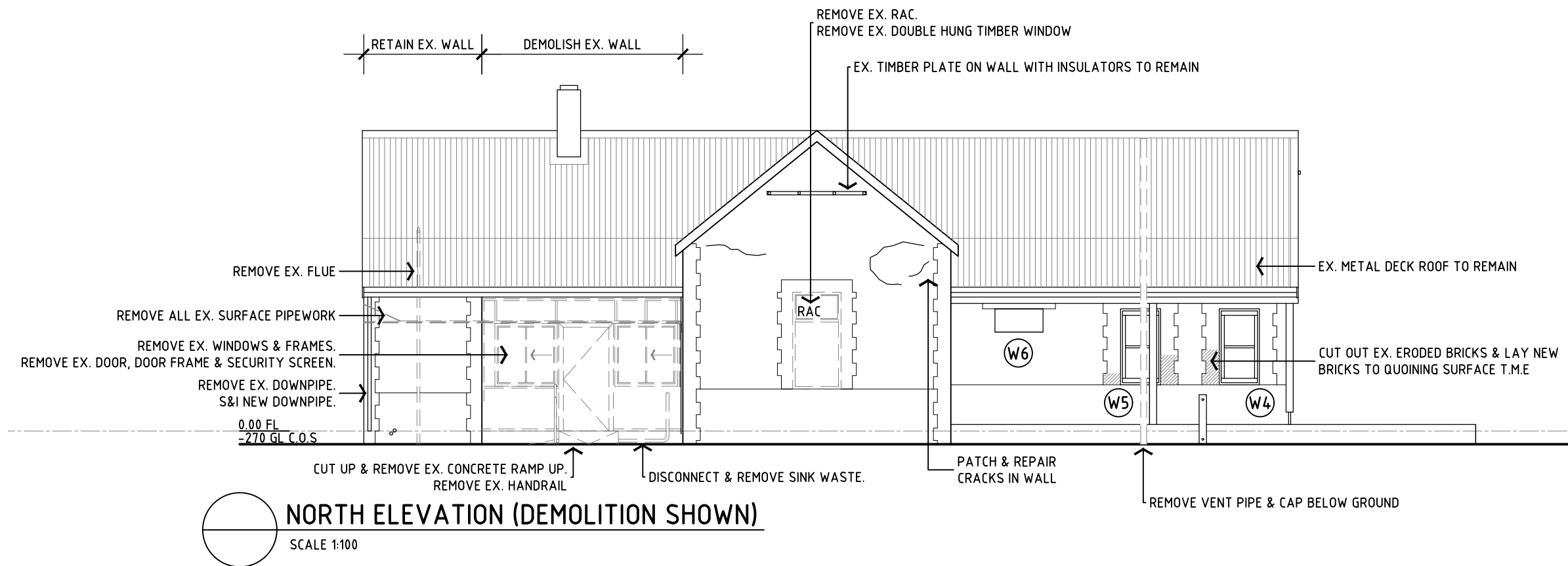
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Rev.	Date	Amendment	INIT.

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DRAWING ELECTRICAL PLAN	JOB No. 2045
DRAFT. ML	ARCHI. BCS
DATE FEB 2021	SCALE 1:100
DWG No. REV. 0 A.04 of	

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architects

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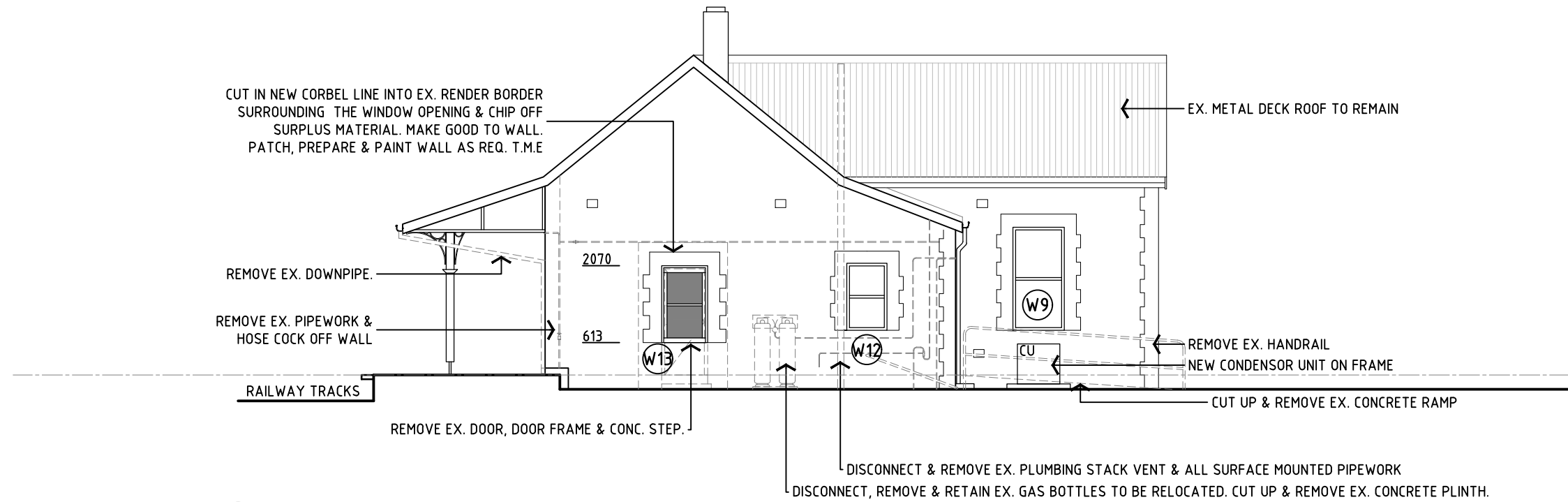


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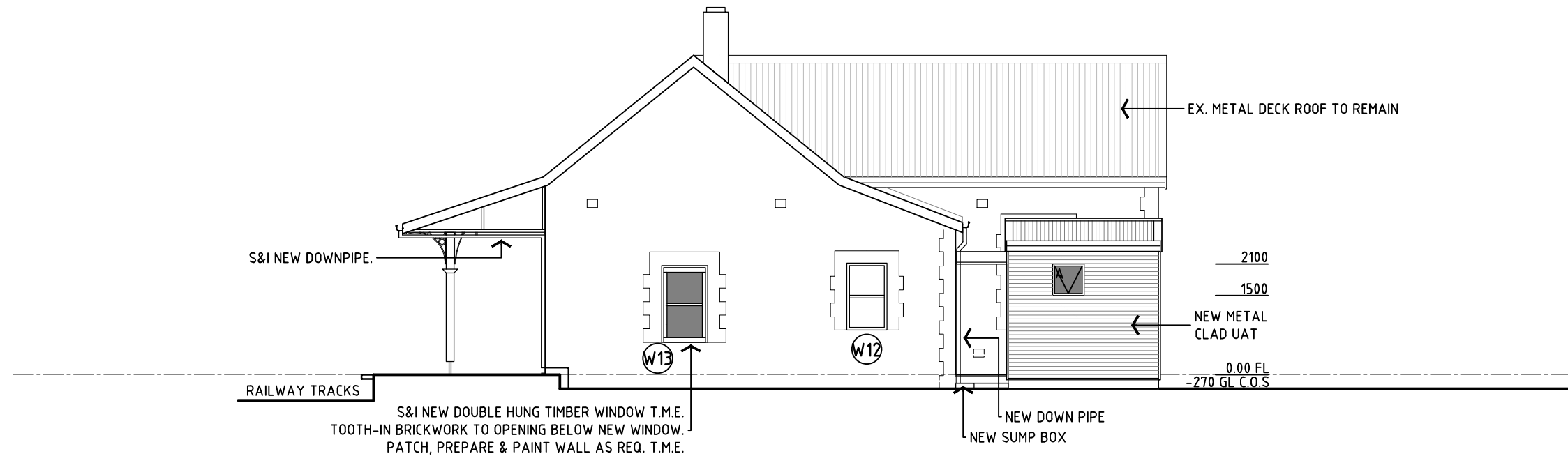
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DRAFT. ML	ARCHI. CAP
DATE FEB 2021	SCALE 1:100
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EAST ELEVATION (DEMOLITION)
SCALE 1:100



EAST ELEVATION (NO DEMOLITION WITH UAT)
SCALE 1:100

0 2m 4m
SCALE 1:100

353

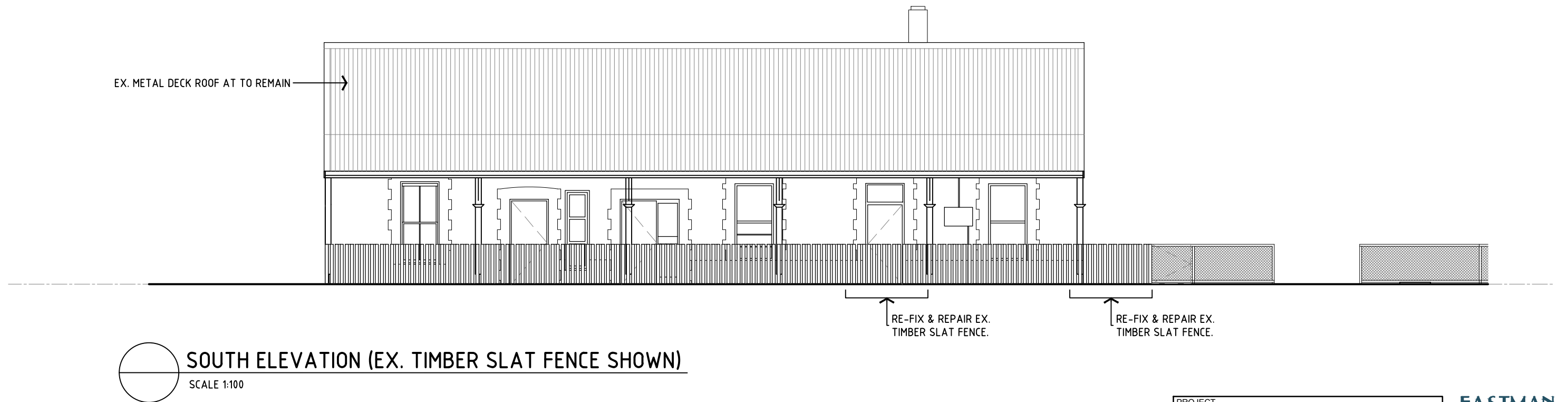
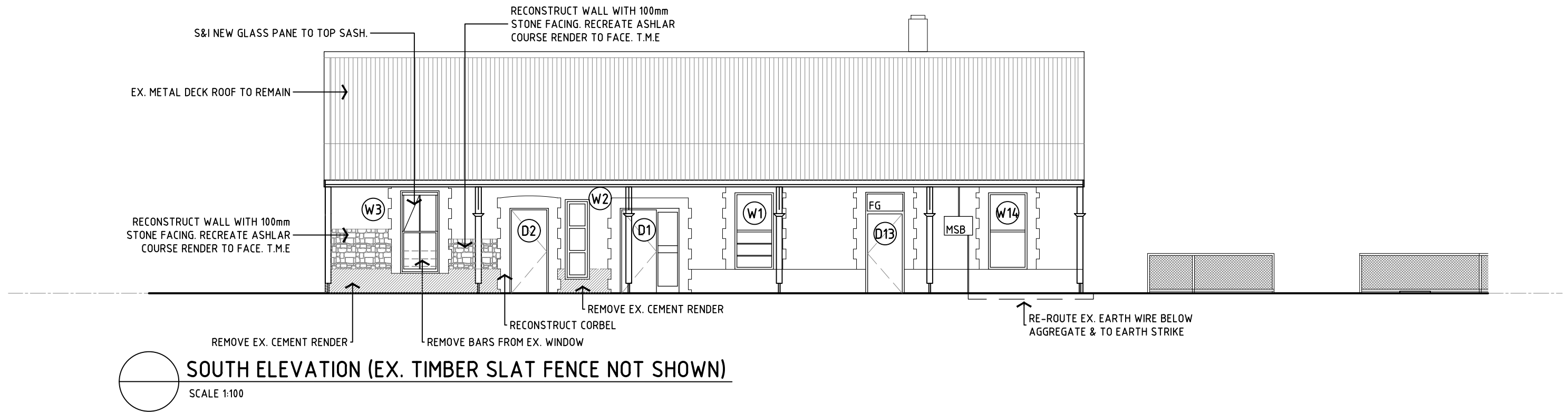
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Rev.	Date	Amendment	INIT.

PROJECT
**SHIRE OF MINGENOW
RAILWAY STATION
CNR MELVILLE ST & ELEANOR ST
MINGENOW WA 6522**

DRAWING ELEVATIONS	JOB No. 2045
DRAFT. ML ARCHI. CAP	DWG No. REV. 0
DATE FEB 2021 SCALE 1:100	A.06 of

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NOTES:
- PREPARE & PAINT EX. TIMBER SLAT FENCE

0 1m 2m
SCALE 1:50

0	24/03/21	ISSUE FOR TENDER	EPS
Rev.	Date	Amendment	INIT.

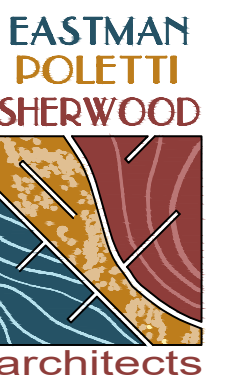
PROJECT
**SHIRE OF MINGENEW
RAILWAY STATION
CNR MELVILLE ST & ELEANOR ST
MINGENEW WA 6522**

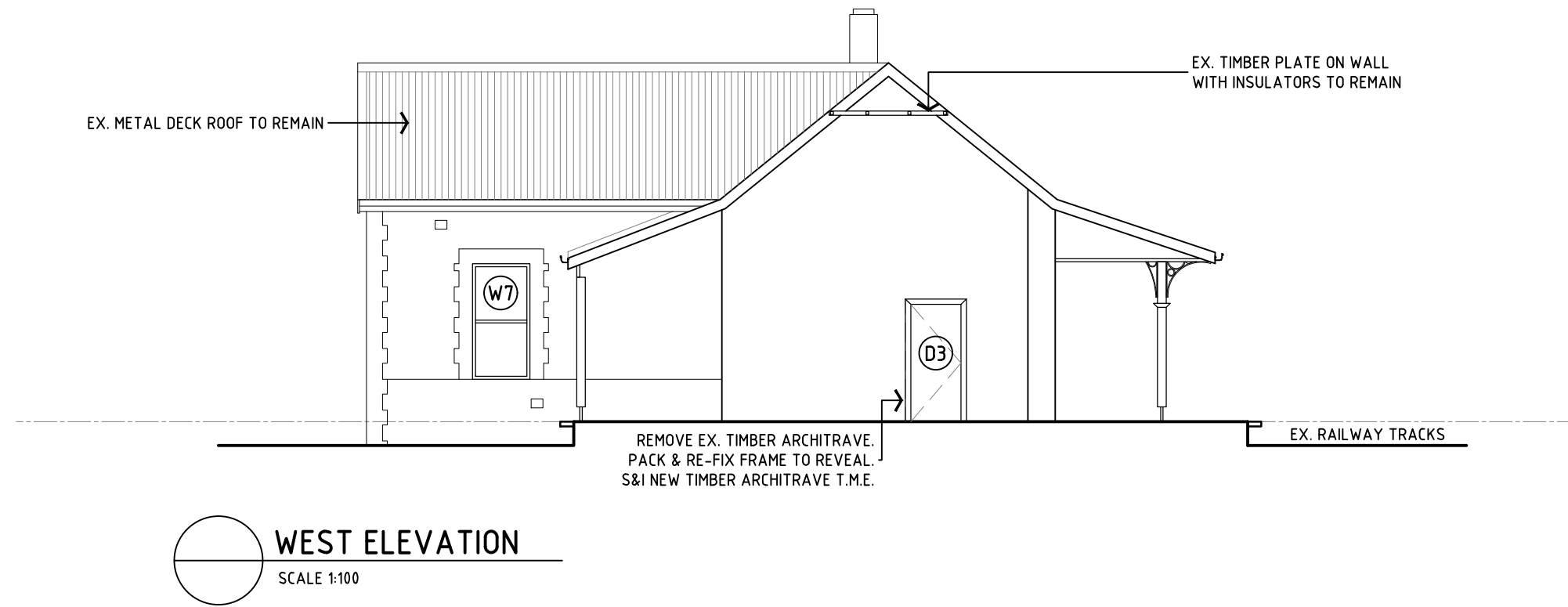
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ELEVATIONS

DRAFT. ML ARCHI. CAP
DATE FEB 2021 SCALE 1:100

JOB No.
2045

DWG No. REV. 0
A.07 of



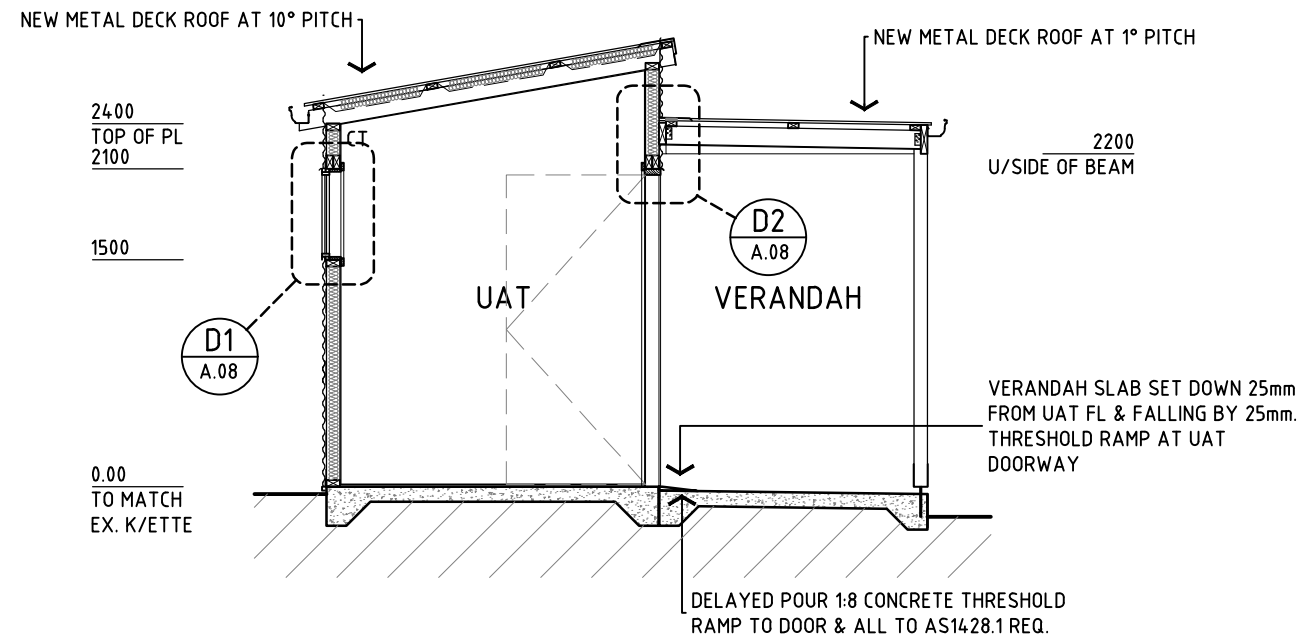


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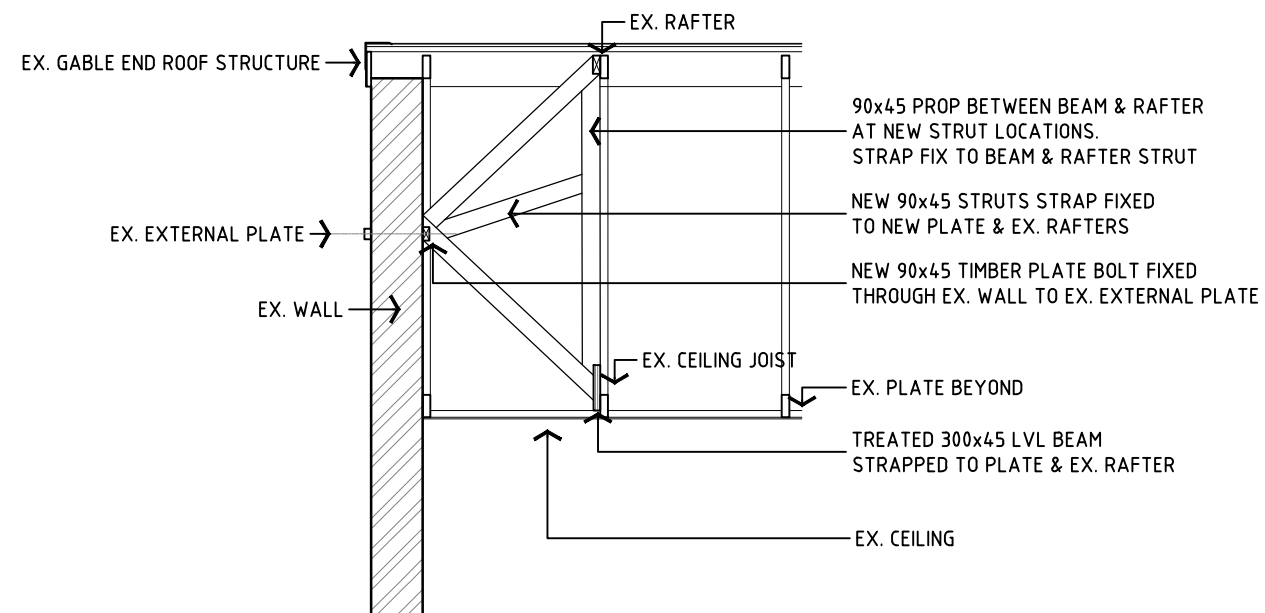
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Rev.	Date	Amendment	INIT.

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DRAFT. ML	ARCHI. CAP	DWG No.	REV. 0
DATE FEB 2021	SCALE 1:100	A.08	of
SUITE 1, 'five' BAYLY STREET GERALDTON WA 6530 (P.O. BOX 27) TEL 08 9964 4949 FAX 08 9964 2424 EASTMAN POLETTI SHERWOOD PTY LTD. ARCHITECTS ABN 80 887 298 350			



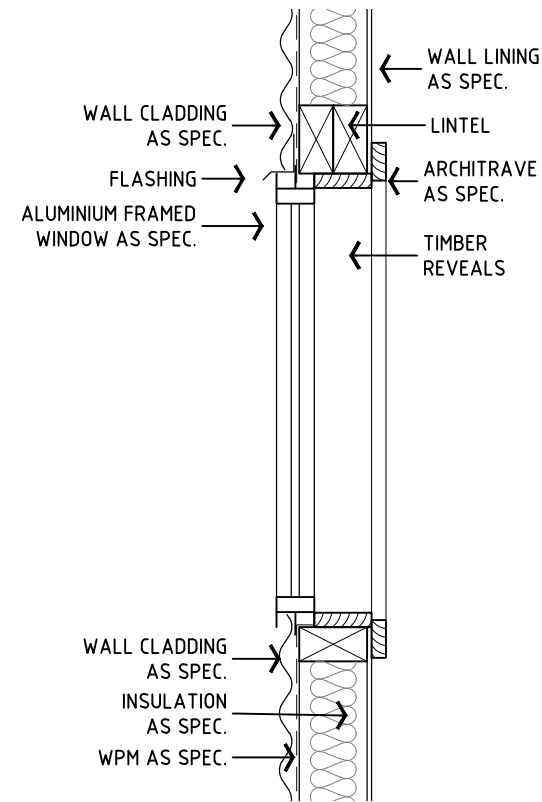


A
A03 **SECTION A - UAT & VERANDAH**
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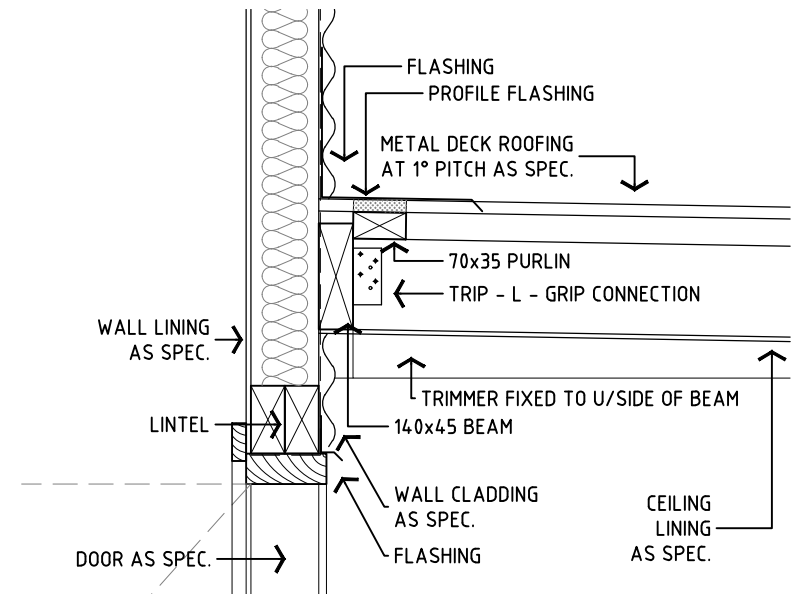


B
A03 **SECTION B - GABLE REINFORCEMENT**
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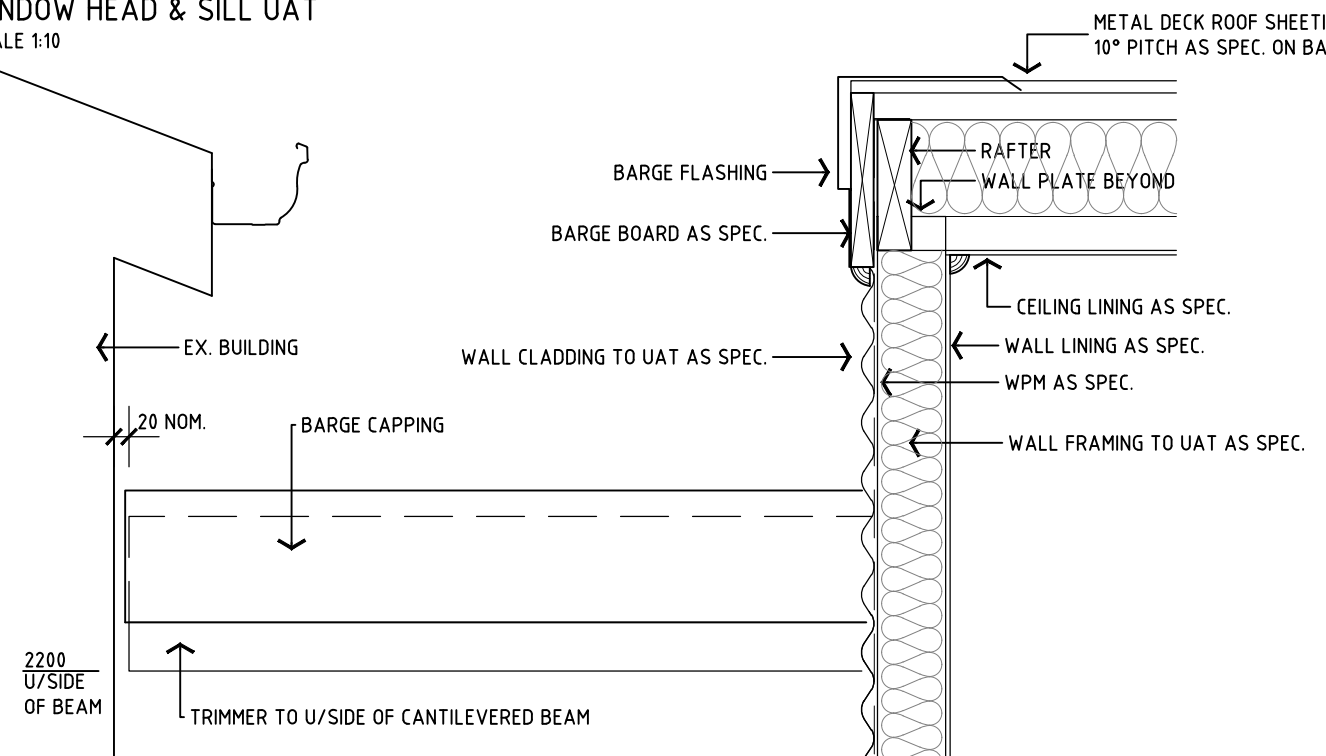
0 1m 2m
SCALE 1:50



DETAIL D1
WINDOW HEAD & SILL UAT
SCALE 1:10



DETAIL D2
UAT & VERANDAH JUNCTION
SCALE 1:10



DETAIL D3
VERANDAH CANTILEVER
SCALE 1:10

PROJECT
**SHIRE OF MINGENew
RAILWAY STATION
CNR MELVILLE ST & ELEANOR ST
MINGENew WA 6522**

DRAWING
SECTIONS & DETAILS

JOB No.
2045

DRAFT. ML

ARCHI. CAP

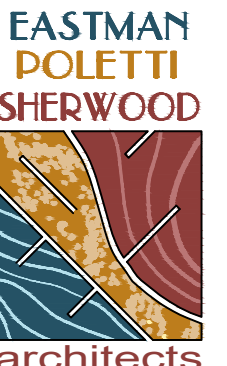
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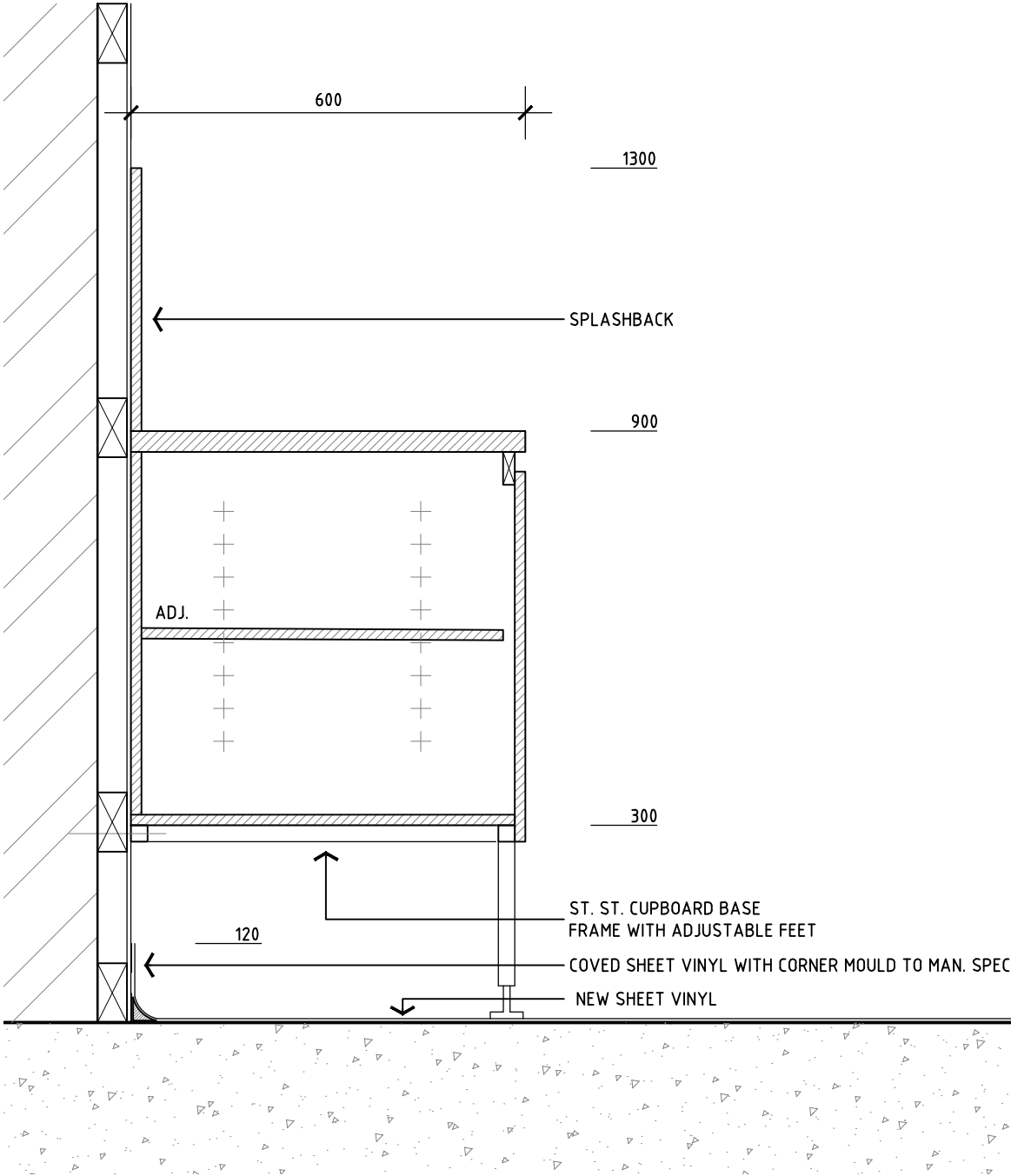
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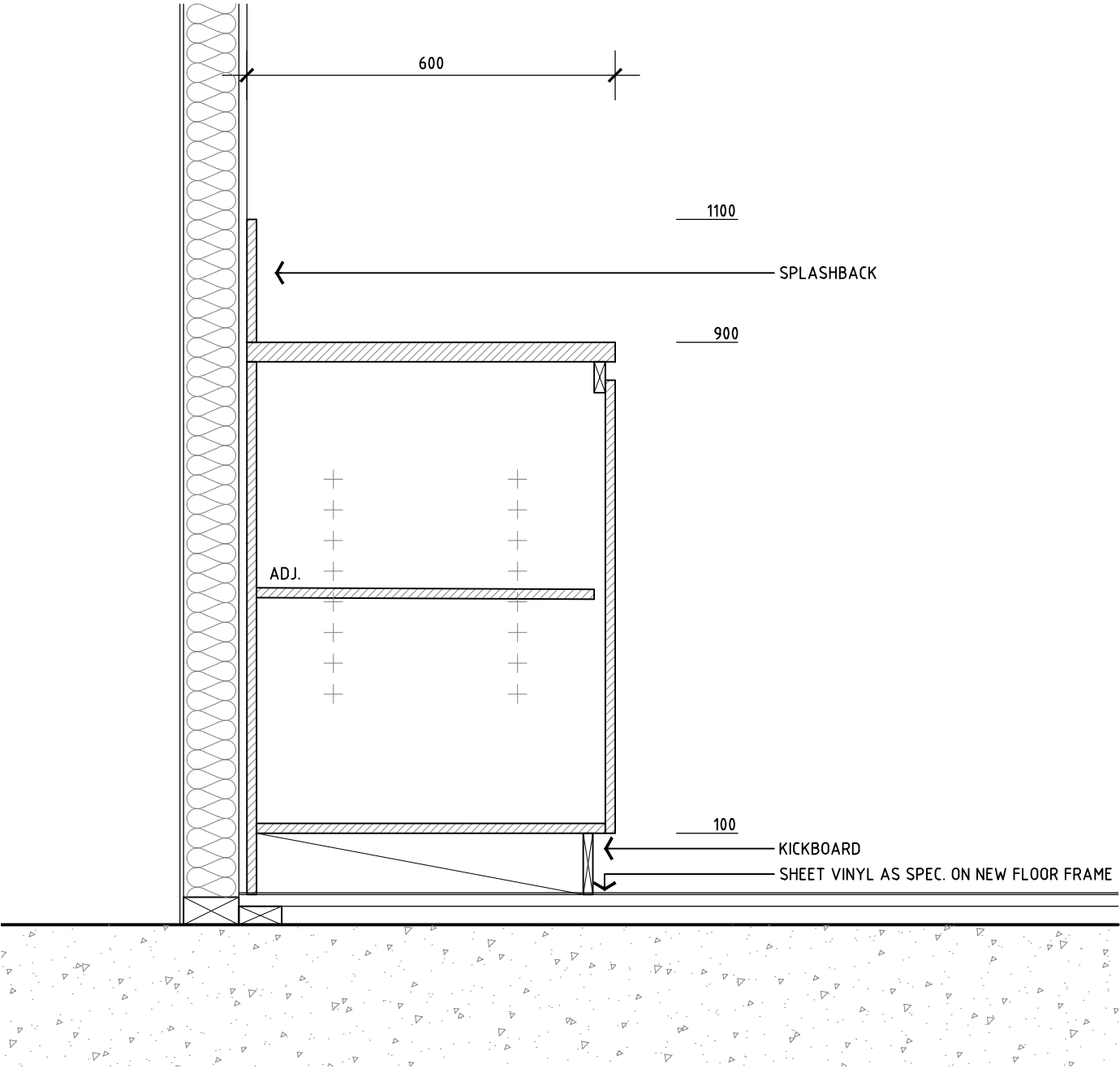
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DETAIL D4
KITCHEN BENCH
SCALE 1:10



DETAIL D5
BATHROOM BENCH
SCALE 1:10

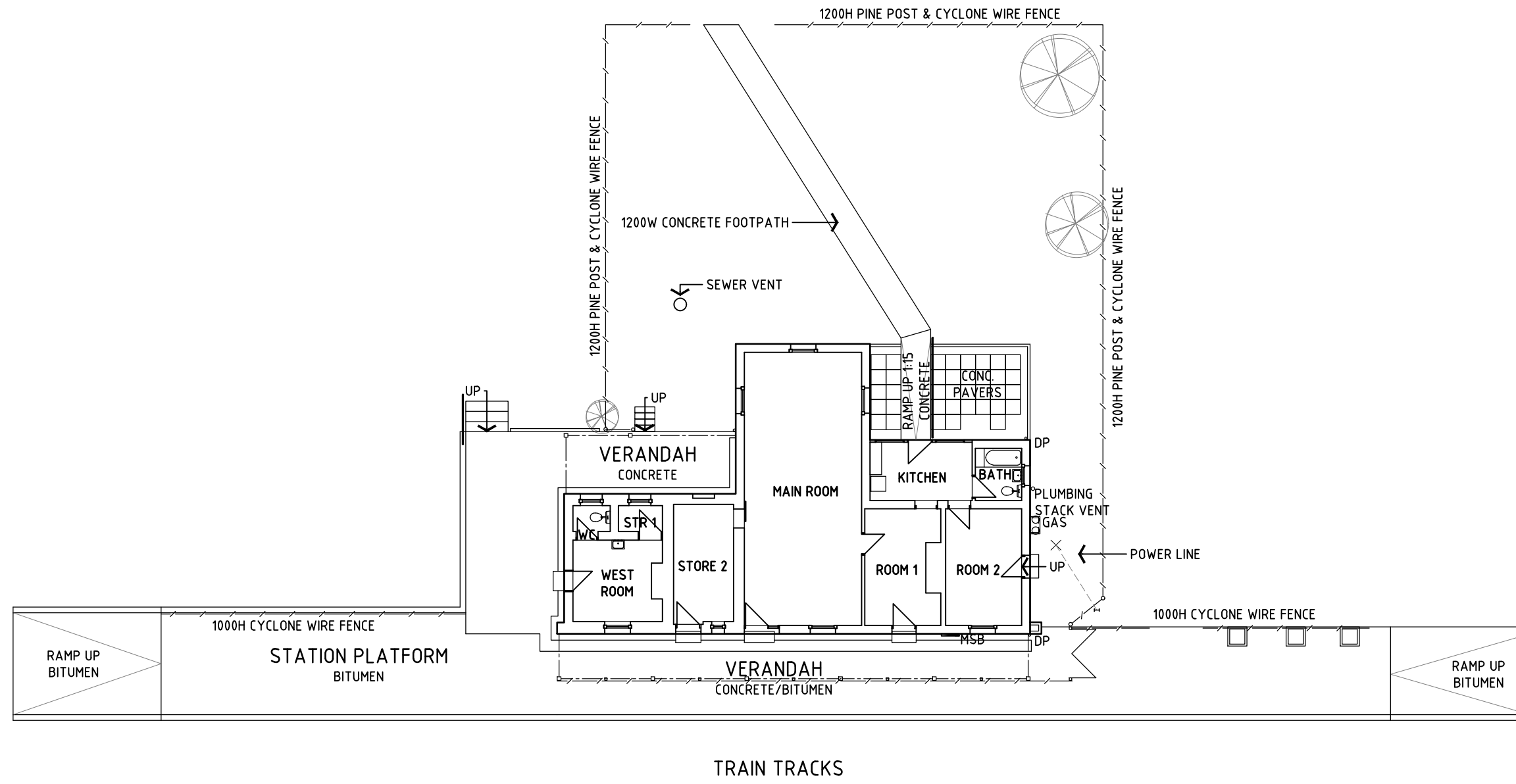
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DRAWING JOINERY DETAILS		JOB No. 2045	
DRAFT. ML	ARCHI. CAP	DWG No.	REV. 0
DATE FEB 2021	SCALE 1:10	A.10	of
SUITE 1, 'five' BAYLY STREET GERALDTON WA 6530 (P.O. BOX 27) TEL 08 9964 4949 FAX 08 9964 2424 EASTMAN POLETTI SHERWOOD PTY LTD. ARCHITECTS ABN 80 887 298 350			



APPENDIX B PHOTOGRAPHS



 **SITE PLAN - EXISTING**
SCALE 1:200

0 4m 8m
SCALE 1:200

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Rev.	Date	Amendment	INIT.

PROJECT
**SHIRE OF MINGENEW
RAILWAY STATION
CNR MELVILLE ST & ELEANOR ST
MINGENEW WA 6522**

DRAWING
EXISTING SITE & FLOOR PLAN

JOB No.
2045

DRAFT. ML ARCHI. CAP
DATE FEB 2021 SCALE 1:200

DWG No. REV. 0
EX.01 of

SUITE 1, 'five' BAYLY STREET GERALDTON WA 6530 (P.O. BOX 27) TEL 08 9964 4949 FAX 08 9964 2424
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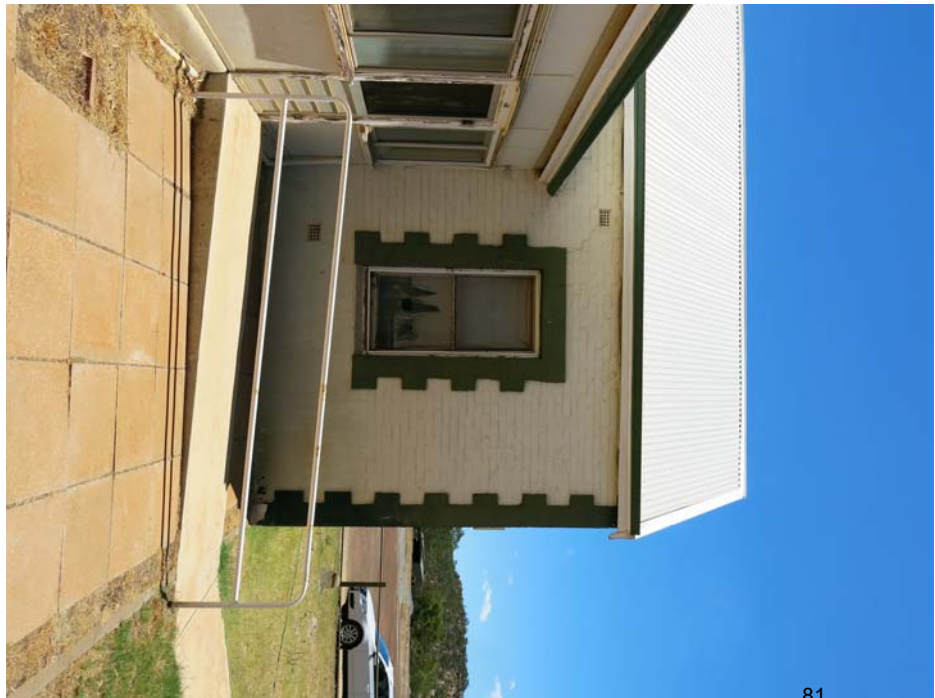
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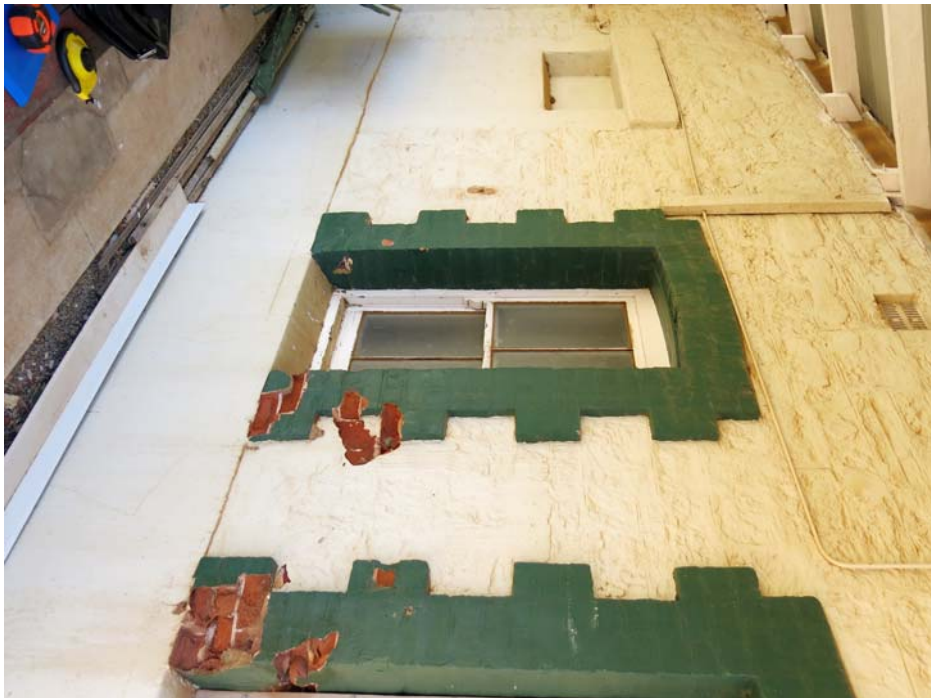
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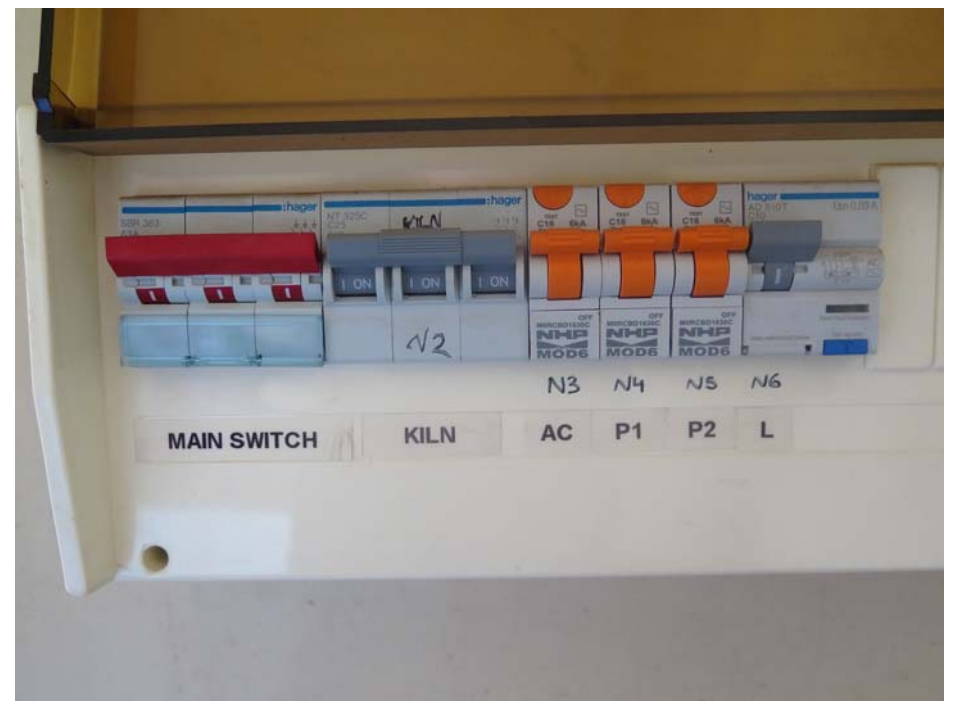
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PART 4 GENERAL CONDITIONS OF CONTRACT

PART A – GENERAL

4.1 Definitions

In this Contract, except where the context otherwise requires:

‘Approval’ means any certificate, licence, consent, permit, approval, authority or requirement of any Authority or any organisation having jurisdiction in connection with the provision of the Work under the Contract.

‘Australian Statistician’ means the person appointed as the Australian Statistician under the *Australian Bureau of Statistics Act 1975* (Cth) (and acting in that capacity).

‘Authority’ means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

‘Business Days’ means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

‘Clause’ means a clause of these General Conditions unless otherwise indicated.

‘Completion’ means that stage in the carrying out and completion of the Works when the Principal determines that the Works are complete and meet the requirements of this Contract except for Minor Defects and all certificates, documents, warranties, guarantees and other information which, in the Principal’s opinion, are essential for the use, operation and maintenance of the Works have been supplied to the Principal.

‘Completion Certificate’ means in relation to Works, a certificate issued by the Principal under **clause 4.63** evidencing the Date of Completion.

‘Completion Date’ means the date for Completion specified in the Contract Details.

‘Confidential Information’ means all of the Principal’s information which:

- (a) is disclosed or otherwise made available to, or acquired directly or indirectly by, the Contractor at any time;
- (b) relates to the Principal’s or any Local Government’s past, existing or future business, strategic plans or operations, finances, or customers (including any information that is derived from such information);
- (c) is in oral or visual form, or is recorded or stored in a Document, and includes this Contract,

but does not include information which:

PART FOUR – READ AND KEEP THIS PART

- (d) is or becomes generally and publicly available other than as a result of a breach of this Contract;
- (e) is in the possession of the Contractor without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
- (f) has been independently developed by the Contractor or acquired from a third party not the subject to a duty of confidence to the Principal.

‘Consequential Loss’ means any loss of production, loss of revenue, loss of profit, loss of business reputation, business interruptions, loss of opportunities, loss of anticipated savings or wasted overheads.

‘Construction Contracts Act’ means the *Construction Contracts Act 2004* (WA).

‘Construction Schedule’ means a written statement showing the dates by which, or the times within which, the various stages or portions of the works under contract are to be carried out or completed, which shall be deemed a Contract Document.

‘Consumer Price Index’ means the index published by the Australian Bureau of Statistics known as the table 2 index - 6401.0 (weighted average of eight cities for all groups) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

‘Contamination’ has the meaning given to “contaminated” in section 4 of the *Contaminated Sites Act 2003*.

‘Contract’ means the contract comprising:

- the Request;
- the Tender;
- all written variations and clarifications agreed by the Principal and the Tenderer;
- any letter of intention to award a contract to the successful Tenderer;
- the Letter of Acceptance;
- any Instrument of Agreement; and,
- the Purchase Order(s).

‘Contract Details’ means the contract information in **Schedule 1** to these General Conditions.

‘Contract Price’ means the prices or rates specified as such in the Contract Details but excluding any additions or deductions, which may be required to be made pursuant to this Contract.

PART FOUR – READ AND KEEP THIS PART

‘Contractor’ means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assignments of such person or persons, corporation or corporations.

‘Contractor’s Personnel’ means any and all personnel engaged by the Contractor or a related body corporate, including its directors, officers, employees, agents, representatives, Subcontractors and any director, officer, employee, agent or representatives of any Subcontractor, and any other person engaged or employed by, or on behalf of, the Contractor.

‘Contractor’s Representative’ is the person named as such in the Contract Details or any replacement person notified to the Principal.

‘Contractor’s Technical Material’ means all Technical Material which is:

- (a) prepared, or required to be prepared, by or on behalf of the Contractor under this Contract;
- (b) delivered, or required to be delivered, by or on behalf of the Contractor to the Principal under this Contract; or
- (c) incorporated into Technical Material described in paragraph (a) or (b) of this definition.

‘Date of Completion’ means the date determined by the Principal’s Representative (acting reasonably) as the date upon which Completion was reached as may be evidenced in the Completion Certificate.

‘Defect’ means:

- (a) any error, deficiency, omission, non-conformity, fault, failure, malfunction, irregularity or other defect in the Work under the Contract; or
- (b) any aspect of the Work under the Contract which is not in accordance with the requirements of this Contract,

and “**Defective**” shall have a corresponding meaning.

‘Defects Liability Period’ means the period of time beginning on the Date of Completion and ending on the expiry of the time stated in the Contract Details.

‘Design Documents’ means the drawings, specifications and other design documents required by this Contract and created (or, where the context requires, to be created) by the Contractor for the delivery of the Works in accordance with the Requirements of this Request.

‘Dispute’ means any dispute or difference between the Parties arising in connection with the subject matter of this Contract.

‘Document’ includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program, computer record, drawing, specification, material or any other means by which information may be stored or reproduced.

PART FOUR – READ AND KEEP THIS PART

‘Environment’ has the same meaning as under the *Environmental Protection Act 1986* (WA).

‘Force Majeure Event’ means any one of the following events which is beyond the control of a Party, could not have been reasonably foreseen by the affected Party and which prevents that Party from discharging an obligation under this Contract, which, in the case of the Contractor, is critical to the Contractor completing the Works by the Completion Date:

- (a) a civil war, insurrection, riot, fire, flood, explosion, earthquake, operation of the forces of nature of catastrophic proportion or an act of a public enemy;
- (b) a general strike or general industrial action of Western Australia wide application, which did not arise at the Contractor’s premises and has not been caused by the Contractor; or
- (c) the enactment of any statute or regulation by the parliaments of the Commonwealth of Australia or Western Australia, which the Contractor could not have been aware of prior to the execution of this Contract,

but is not an event which arises from any of the following:

- (d) a breach of a contract, including this Contract, or Law by the Contractor;
- (e) negligence by the Contractor relating to the performance of its obligations under this Contract;
- (f) an occurrence that is a risk assumed by the Contractor under this Contract;
- (g) a shortage or delay in the supply of Goods and/or Services required for the provision of the Work under the Contract; or
- (h) wet or inclement weather.

‘Framework Agreement’ means a Contract designated as such in the Contract Details.

‘Good Industry Practice’ means:

- (a) the exercise of that degree of skill, diligence, prudence and foresight that would reasonably be expected from a Professional Contractor;
- (b) compliance with applicable standards and codes being the standards and codes specified in the Contract or if not specified, the standards and codes as would be applied by a Principal in the circumstances; and
- (c) compliance with applicable Legal Requirements.

‘Goods’ means any goods or materials supplied or required to be supplied in the provision of the Work under the Contract.

‘GST’ means goods and services tax applicable to any taxable supplies as determined under the GST Law.

PART FOUR – READ AND KEEP THIS PART

‘GST Law’ means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax and includes any subordinate legislation in respect of these acts.

‘Insurance’ means the insurances which the Contractor is required to obtain under **clause 4.40** and the Contract Details.

Insurance End Date means the Date of Completion or such other date as specified by the Principal.

‘Intellectual Property Right’ means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trade marks, designs, patents, inventions, semi conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know how, processes, concepts, plant breeder’s rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time.

‘Intended Purpose’ means the intended purpose of the Work under the Contract as stated in this Contract or as could be reasonably inferred from this Contract by a Professional Contractor.

‘Invoice’ means an invoice which meets all the requirements of a valid tax invoice for GST purposes under the GST Law.

‘Law’ means:

- (a) any act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth and the State of Western Australia and any Local Government (including the Principal); and
- (b) any common or customary law and equity.

‘Legal Requirement’ means:

- (a) Laws;
- (b) Approvals;
- (c) Requisitions; and
- (d) fees and charges payable in connection with the foregoing.

‘Liquidated Damages’ means the liquidated damages payable pursuant to **clause 4.17** in the amount described in the Contract Details.

‘Local Government’ means any local government established under the Local Government Act 1995 (WA) other than the Principal.

PART FOUR – READ AND KEEP THIS PART

‘Loss’ means liability, loss, damage (of any nature, including aggravated and punitive), cost (including all litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, statutory or equitable compensation, demand, expense or proceeding or loss of any nature and of any kind whatsoever whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising including under any Legal Requirement or any Authority.

‘Minor Defects’ means Defects which do not prevent the Works from being reasonably capable of being used for their stated purpose and which can be rectified by the Contractor without prejudicing the convenient use of the Works by the Principal.

‘Order’ means a purchase order from the Principal to the Contractor which requires the supply of specific Work under the Contract under this Contract where this Contract is a Framework Agreement.

‘Person’ includes a natural person or persons, a corporation, a partnership, a board, a joint venture, an incorporated association, a government, a local government authority and an agency.

‘Party’ means the Principal and/or the Contractor (as the context requires).

‘Plant and Equipment’ means all materials, plant, equipment, tools, vehicles and machinery necessary and incidental to the performance of the Contractor’s obligations under this Contract.

‘PPS Law’ means the PPSA and any amendment made at any time to the *Corporations Act 2001* (Cth) or any other legislation as a consequence of the PPSA

‘PPSA’ means the *Personal Property Securities Act 2009* (Cth).

‘Principal’ means [*insert local government name*].

‘Principal’s Personnel’ means directors, employees, agents, contractors or subcontractors of the Principal but does not include the Contractor or the Contractor’s Personnel.

‘Principal’s Representative’ is the person named as such in the Contract Details or any replacement person notified to the Contractor.

‘Principal’s Technical Material’ means any Technical Material provided by the Principal to the Contractor for the purposes of this Contract, or which is copied or derived from Technical Material so provided.

‘Professional Contractor’ means a contractor with skill and experience in, and the expertise and resources necessary to carry out and complete work of a similar nature to the Work under the Contract.

‘Progress Claim’ means a document in a form approved by the Principal evidencing the provision of the Works and which includes the information set out in the Contract Details.

PART FOUR – READ AND KEEP THIS PART

‘RCTI Agreement’ means an agreement in the form provided by the Principal pursuant to which the Parties have agreed that the Principal will issue Recipient Created Tax Invoices in respect of all Goods and/or Services supplied in the provision of the Works.

‘Recipient Created Tax Invoice (or RCTI)’ has the meaning prescribed in the GST Law.

‘Requisition’ means any order, direction, requisition, notice or other requirement issued by an Authority in relation to the Work under the Contract or the Site;

‘Schedule of Rates’ means any schedule of rates included in the Tender accepted by the Principal.

‘Security’ means the security specified in Item 11 of the Contract Details.

‘Services’ means services required to be provided by the Contractor in undertaking the Work under the Contract.

‘Site’ has the meaning given in the Contract Details.

‘Special Conditions’ the additional contractual terms (if any) specified in Schedule 2 to these General Conditions.

‘Specification’ means the technical specification for the Work under the Contract contained in Part 3 of this Request.

‘Start Date’ has the meaning given in the Contract Details.

‘Subcontractor’ means any person engaged by the Contractor in connection with the provision of the Work under the Contract and includes consultants, subcontractors, suppliers and other contractors.

‘Tax’ means any income (including payroll), land, indirect and other taxes, excise, levies, imposts, deductions, charges, duties, compulsory loans and withholdings, including withholding payments, financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above, but does not include GST or stamp duty.

‘Technical Material’ includes plans, designs, drawings, engineering information, data, specifications, reports, processes, concepts, manuals, specifications, accounts and any other material specified in this Contract.

‘Tender’ means the offer submitted by the Contractor to supply the Work under the Contract and includes associated documentation.

‘Tenderer’ means a Person who offers to deliver the Principal's Requirements by submitting a Tender.

‘Variation’ means any change to the Work under the Contract, including any addition to, reduction in, omission from or change in the extent or quality of the Work under the Contract.

PART FOUR – READ AND KEEP THIS PART

‘Variation Form’ means a notice substantially in the form set out in Schedule 3 under which the Principal has directed a Variation in accordance with clause 4.18.

‘Wilful Misconduct’ means any act or failure to act which was a deliberate and wrongful act or omission, or involved reckless disregard or wanton indifference to the likely consequences, including an intentional breach of this Contract.

‘Work under the Contract’ means all of the Goods (if any) and all of the Services (if any) and all of the Works (if any) the Contractor is required to provide, as specified in the Contract Details, in accordance with this Contract.

‘Works’ means any physical works to be carried out, completed and handed over by the Contractor in accordance with the Specification and this Contract, including Variations provided for by this Contract.

4.2 Interpretation

In this Contract (unless the context otherwise requires):

- (a) a reference to this Contract means this Contract as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to 'including', 'includes' or 'include' must be read as if it is followed by '(without limitation)';
- (c) a reference to 'approved' or 'approval' will be deemed to mean 'approved in writing' or 'approval in writing';
- (d) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (e) words in the singular include the plural and vice-versa;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any sub-ordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (h) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, calendar month, a calendar quarter or a calendar year;
- (i) headings are for convenience only and do not affect interpretation of this Contract;
- (j) a promise or undertaking on the part of 2 or more persons binds them jointly and severally; and

PART FOUR – READ AND KEEP THIS PART

- (k) no rule of construction applies to the disadvantage of a Party on the basis that the Party drafted this Contract or any part of it.

4.3 Order of Precedence

To the extent of any inconsistency between the several parts of this Contract, the following parts are listed in order of precedence:

- (a) the Conditions of Tendering;
- (b) the Specifications;
- (c) the Special Conditions;
- (d) the General Conditions of Contract; and
- (e) the Tender Form.

4.4 Contractor's General Obligations

The Contractor agrees with the Principal:

- (a) to perform its obligations under this Contract in a competent and professional manner and to ensure that all staff employed by the Contractor and subcontractors to perform required work are appropriately qualified, skilled and supervised to ensure that the services are provided or the contract completed in a timely and satisfactory manner;
- (b) to comply with any reasonable requests by the Principal in relation to the performance of the Contractor's obligations;
- (c) to accept responsibility for all matters in connection with the employment of its staff including all insurance cover required by law; and
- (d) at its own expense comply with the Requirements of this Request and all relevant Legal Requirements.

4.5 Representatives

- (1) Each Party must appoint a Representative who will be authorised to act on behalf of the relevant Party in relation to this Contract.
- (2) The Principal's Representative may exercise all of the Principal's rights and functions under this Contract (including giving directions), except in connection with terminating this Contract, or resolving a Dispute which is the subject of the Dispute resolution procedure in **clause 4.30** or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.

PART FOUR – READ AND KEEP THIS PART

- (3) The Contractor's Representative is responsible for the quality, timeliness, cost and completion of the Work under the Contract in accordance with this Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

4.6 Notices

- (1) Any notice or other communication under this Contract shall be in legible writing, in English and shall be given or served by:
- (a) hand delivery or prepaid post to the address of the recipient specified in this Contract or at such other address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified address;
 - (b) facsimile transmission to the facsimile number of the recipient specified in this Contract or at such other number as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified number; or
 - (c) email to the email address of the recipient specified in this Contract or at such other email address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified email address.
- (2) Any notice or other communication to or by a Party is regarded as being given by the sender and received by the addressee:
- (a) if by delivery in person, when delivered to the address of the recipient;
 - (b) if by post, four Business Days from and including the date of postage;
 - (c) if by facsimile transmission, when a facsimile confirmation receipt is received indicating successful delivery; and
 - (d) if sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient),
- but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (recipient's time) it is regarded as received at 9.00am on the following Business Day.
- (3) In this **clause 4.6**, reference to a recipient includes a reference to a recipient's officers, agents or employees.

4.7 Complying with Legal Requirements

- (1) The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Contractor's performance of this Contract and the delivery of the Work under the Contract.
- (2) Without limiting in any way the generality of the foregoing, the Contractor shall identify and duly and punctually observe, perform and comply with the provisions of any Legal Requirements for workplace safety and health, including but not limited to the *Occupational Safety and Health Act 1984* (WA) and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.
- (3) If a Legal Requirement is inconsistent with a term of this Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Work under the Contract or the manner in which it must be undertaken, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and cost and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

4.8 Safety Obligations

- (1) The Contractor must perform all relevant functions and fulfil all relevant duties of an employer, occupier and all other obligations as a duty holder under all Legal Requirements applicable to workplace health and safety.
- (2) The Contractor must ensure that the Work under the Contract is undertaken and completed in a manner that is safe and without risks to any person, including by ensuring that the Contractor's Personnel undertake any work in a safe manner.
- (3) The Contractor must:
 - (a) as soon as practicable, but in any event, within 24 hours, notify the Principal of any accident, incident, injury or property damage which occurs during delivery of the Work under the Contract and which is notifiable under any Legal Requirement; and
 - (b) provide the Principal with any further information when requested by the Principal.
- (4) The Contractor must provide all assistance reasonably requested by the Principal in connection with any workplace health and safety investigation related to this Contract or the provision of the Work under the Contract.
- (5) The Contractor must, at its cost, comply with any direction from the Principal to modify or stop any activity that the Principal considers breaches this **clause 4.8**.

PART FOUR – READ AND KEEP THIS PART

- (6) In performing its obligations under this Contract, the Contractor must ensure the health, safety and welfare of the following people when they are on, or immediately adjacent to, the Site over which it has control:
 - (a) the Principal's Personnel;
 - (b) the Contractor's Personnel; and
 - (c) the public.
- (7) The Contractor must comply with any order, notice, direction or other requirement issued by WorkSafe WA in relation to the Work under the Contract or the Site.
- (8) The Contractor shall additionally comply with any Health and Safety Instructions to Contractors contained in this Request.

4.9 Assignment and Subcontracting

- (1) The Contractor shall not:
 - (a) assign this Contract, or any part thereof or any payment thereunder; or
 - (b) subcontract the whole or any part of this Contract,without the Principal's prior written approval, which may be withheld in the absolute discretion of the Principal.
- (2) The Principal's approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under this Contract.
- (3) The Principal may, without the Contractor's consent, assign or novate this Contract or assign any payment or any other right, benefit or interest under this Contract to another local government.

4.10 Compliance with directions

The Contractor must, and must ensure the Contractor's Personnel, comply with all directions given by the Principal's Representative or any person authorised by Law in connection with the performance of the Contractor's obligations and delivery of the Work under the Contract.

4.11 Indemnity

- (1) The Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss and other liabilities of any kind arising directly or indirectly from:
 - (a) the Contractor undertaking the Works under the Contract;

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- (b) any breach of any warranty or any of the other terms and conditions of this Contract by the Contractor or the Contractor's Personnel;
- (c) any Contamination;
- (d) any Wilful Misconduct or a negligent act or omission of the Contractor or the Contractor's Personnel;
- (e) any breach of a Legal Requirement;
- (f) any breach of equitable duty, including breach of confidentiality or a breach of fiduciary duty; and
- (g) any claim made by a third party against the Principal or the Principal's Personnel, to the extent that the claim arose out of the act or omission of the Contractor or the Contractor's Personnel,

except to the extent of liability which is caused by the Wilful Misconduct or a negligent act or omission of the Principal or the Principal's Personnel.

- (2) The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this **clause 4.11**.

4.12 Intellectual Property Rights

- (1) The Contractor warrants that the Work under the Contract and any design, documents or methods of working provided by the Contractor does not infringe any Intellectual Property Right.
- (2) The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right.
- (3) All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the obligations under this Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.
- (4) Except as otherwise provided in this Contract, ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Work under the Contract and any documentation provided by the Contractor pursuant to this Contract vests in and shall remain vested in the Contractor.
- (5) All Ownership of the Principal's Intellectual Property Rights (other than third party Intellectual Property Rights) vests in and shall remain vested in the Principal.
- (6) The Contractor grants to the Principal an irrevocable, perpetual, worldwide, royalty free and transferrable licence to use and reproduce all Intellectual Property Rights associated with the Work under the Contract and any documentation provided pursuant to this Contract.

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4.13 Orders

If this Contract is a Framework Agreement, the following sub-Clauses apply:

- (a) The Principal:
 - (i) may require the Contractor to provide Work under the Contract from time to time by giving the Contractor an Order; and
 - (ii) may order requirements of any one type or item of the Work under the Contract either in one single lot or instalments or in such quantities as may be required.
- (b) Within 5 Business Days after receipt of an Order the Contractor must give notice to the Principal if it:
 - (i) disagrees with any of the information and/or requirements contained in the Order, and include in the notice details of the aspects in which it disagrees with the information and/or requirements; or
 - (ii) recommends any change to any of the information and/or requirements contained in the Order and include in the notice the Contractor's reasons for the recommendation.
- (c) If the Contractor:
 - (i) gives notice pursuant to subclause (b), the Parties must attempt to agree on the information and requirements. Once the information and requirements have been agreed, the Principal must re-issue an Order containing the agreed information and requirements and the Contractor must perform its obligations under the Order in accordance with this Contract; or
 - (ii) does not give notice pursuant to subclause (b) the Contractor must perform its obligations under the Order in accordance with this Contract.
- (d) If, pursuant to a notice issued under subclause (b), the Parties cannot agree on the Contract Price or any other information or requirements for an Order, the Principal, acting reasonably (and having regard to the Schedule of Rates to the extent applicable), may determine:
 - (i) the contract price applicable to that Order and such contract price will deemed to be the Contract Price for that Order; and
 - (ii) the other information and requirements of the Order provided that such information and requirements fall within the scope of, and do not breach, the Framework Agreement.

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- (e) The Principal is not obliged to issue Orders or otherwise purchase Work under the Contract.
- (f) The Principal or the Principal's Representative may cancel any Order by providing written notice to the Contractor for any reason, but the Principal must pay for any part of the Work under the Contract undertaken prior to the date the cancellation is notified to the Contractor.

4.14 Conduct of Staff

The Contractor must ensure that the Contractor's Personnel:

- (a) conduct themselves towards members of the public in a civil and inoffensive manner;
- (b) do not seek or demand any fee, reward or gratuity in respect of the performance of the Works separate from or additional to the Contract Price payable to the Contractor;
- (c) perform the Works in a careful manner and with as little disturbance as is practicable;
- (d) do not cause any damage to any property; and
- (e) obey all relevant Acts, regulations and local laws.

4.15 Plant and Equipment

- (1) The Contractor must provide (at its cost) all Plant and Equipment, labour and haulage necessary for performance of the Contractor's obligations under this Contract.
- (2) The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with delivery of the Work under the Contract are of merchantable quality, comply with this Contract and all Legal Requirements, and are fit for their usual and intended purpose.
- (3) The Contractor is responsible for any loss or damage to its Plant and Equipment sustained in the course of undertaking the Work under the Contract.

4.16 Time for Performance and Extensions of Time

- (1) The Contractor must achieve Completion of the Work under the Contract by the Completion Date. In this respect time shall be of the essence under this Contract.
- (2) Subject to subclauses (4), (5) and (6), if the Works are unlikely to be completed by the Completion Date the Contractor is entitled to an extension to the Completion Date if the delay is due to:
 - (a) breach by the Principal of its obligations under this Contract;

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- (b) delay or disruption caused by the Principal or the Principal's Representative, but does not include any delay or disruption caused by the Principal or the Principal's Representative acting in accordance with this Contract;
 - (c) a Force Majeure Event occurring before the Completion Date;
 - (d) suspension of this Contract under **clause 4.19**, other than suspension of this Contract for breach of this Contract by the Contractor or the Contractor's Personnel; or
 - (e) a Variation being granted under **clause 4.18**.
- (3) The Contractor may only claim an extension to the Completion Date if the Contractor:
- (a) could not reasonably have been expected to foresee the delay at the date of signing this Contract;
 - (b) has taken all reasonable steps to mitigate the delay and the effect of the delay; and
 - (c) the Contractor or the Contractor's Personnel did not cause the delay, whether by breach of this Contract or otherwise.
- (4) The Contractor's claim for an extension to the Completion Date must:
- (a) be made within 10 Business Days (or any other period agreed in writing by the Parties) after the cause of delay has arisen; and
 - (b) include the facts on which the claim to the extension to the Completion Date is based.
- (5) If the Principal's Representative reasonably considers that:
- (a) the claim for an extension of time relates to an event listed in subclause (2); and
 - (b) subclauses (3) and (4) have been satisfied,
- the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time (or such other time agreed by the Parties) that an extension of time to the Completion Date is granted. The notice must include the period of extension granted by the Principal, which will be reasonable having regard to the nature of the event specified in subclause (2) (as determined by the Principal, acting reasonably).
- (6) The Principal may by written notice to the Contractor direct an extension of time to the Completion Date at:
- (a) any time that the Principal directs a Variation; or

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- (b) at any other time at the absolute discretion of the Principal,

notwithstanding that the Contractor has not submitted, and/or is not entitled to submit, a claim for an extension to the Completion Date. The Contractor acknowledges that the mechanism in this subclause (6) is a discretionary right of the Principal which may be exercised by the Principal for the sole benefit of the Principal and does not:
 - (c) impose any obligations on the Principal;
 - (d) to the maximum extent permitted by Law, give rise to any duty to act in good faith;
 - (e) in any way constitute a waiver or relaxation of any of the requirements under this **clause 4.16**; or
 - (f) entitle the Contractor to claim any Loss of whatever nature arising out of, or in connection with, any extension of time granted by the Principal in accordance with this subclause (6).
- (7) If the Principal, acting reasonably considers that the Contractor is not entitled to an extension of time, the Principal's Representative must notify the Contractor within 10 Business Days (or any other period agreed in writing by the Parties) of receipt of the claim for extension of time that the Completion Date remains unchanged.
 - (8) If the Contractor fails to obtain approval of the Principal to a requested extension of time, the Contractor will have no entitlement to an extension of time of the Completion Date.
 - (9) If an extension of time is granted in accordance with this **clause 4.16**, provided that those costs are not also reimbursable pursuant to **clauses 4.18** or **4.19**, the Principal will reimburse the Contractor for any costs reasonably incurred and directly attributable to the delay, but without regard to overheads, profit or any other cost, loss, expense or damage.

4.17 Liquidated Damages

- (1) Subject to **clauses 4.16, 4.18** and **4.19**, if the Contractor does not perform or provide the Works by the Completion Date, the Contractor must pay to the Principal, Liquidated Damages for every day after the Completion Date to and including the earliest of:
 - (a) the date the Works achieve Completion; or
 - (b) termination of this Contract.
- (2) If an extension of time is granted in accordance with **clause 4.16** after the Contractor has paid or the Principal has set off the Liquidated Damages payable under

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subclause (1), the Principal shall repay to the Contractor such of those Liquidated Damages as represent the days the subject of the extension of time.

- (3) The payment of Liquidated Damages will not relieve the Contractor from any of its obligations and liabilities under this Contract.
- (4) Liquidated Damages shall become due upon the issue of a notice by the Principal setting out the amount of Liquidated Damages payable by the Contractor to the Principal.
- (5) The Principal may recover the amount of Liquidated Damages:
 - (a) on demand from the Contractor; or
 - (b) by deducting such amount from any amount owed to the Contractor by the Principal,

after the lapse of the Completion Date.

- (6) The Contractor acknowledges that all sums payable by the Contractor to the Principal pursuant to this **clause 4.17** represent the Principal's genuine pre-estimate of the damages likely to be suffered by it if the Work under the Contract is not supplied and/or completed by the relevant Date for Completion and such sums shall not be construed as a penalty.

4.18 Variation

- (1) A direction to the Contractor to perform a Variation may only be effected in accordance with this **clause 4.18**.
- (2) If the Principal or the Principal's Representative requests the Contractor must prepare and submit a variation proposal addressing any proposed Variation ('Variation Proposal'). The Principal agrees to provide such further information as reasonably requested by the Contractor to enable the Contractor to prepare the Variation Proposal. The Contractor must submit the Variation Proposal to the Principal within five Business Days (or within such other period as the Parties agree) of the Principal's request for the proposal.
- (3) If a Variation requires the omission of Work under the Contract, the Principal's Representative may have the omitted Work under the Contract provided by others or not as the Principal sees fit.
- (4) The Variation Proposal must specify:
 - (a) the effect the Contractor anticipates the proposed Variation will have on the Completion Date and the Contract Price (if any); and
 - (b) any other relevant matters that might assist the Principal to make a decision regarding the Variation Proposal.

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- (5) Following receipt of the Variation Proposal by the Principal, subject to subclause (2), the Parties must seek to agree on the price for the Variation and the impact of the Variation on the relevant Completion Date.
- (6) The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.
- (7) The Contractor acknowledges and agrees that, subject to subclause (10), the Principal or the Principal's Representative may direct the Contractor in accordance with subclause (13) to perform the Variation even if the Parties are unable to agree on the price for the Variation or the impact of the Variation on the relevant Completion Date.
- (8) The Contractor must not commence performing the proposed Variation unless and until the Principal or the Principal's Representative directs the Contractor in accordance with subclause (13).
- (9) If the Parties agree on the details in the Variation Form, the Principal will sign and issue the Variation Form and the Contractor will be entitled to be paid the agreed amount set out in the Variation Form once the Variation has been performed.
- (10) If the Parties are unable to agree on:
 - (a) the price for the Variation within 10 Business Days after the date of receipt of the Variation Proposal from the Contractor, the Variation must be valued by the Principal's Representative as follows:
 - (i) if this Contract prescribes rates or prices to be applied in respect of the Works, those rates or prices must be used; or
 - (ii) if subclause 10(a)(i) does not apply, using reasonable rates or prices, having regard to all circumstances which the Principal's Representative (acting reasonably) considers to be relevant; and
 - (b) the impact of the Variation on the Completion Date,then the Principal's Representative must determine a reasonable impact and amend the relevant Completion Date by notice in writing to the Contractor.
- (11) A Variation does not invalidate this Contract.
- (12) The Contractor may request that the Principal direct a Variation and the Principal or the Principal's Representative may, in its absolute discretion, direct a Variation under this **clause 4.18** or elect not to direct a Variation.
- (13) A direction is not a Variation unless a Variation Form has been signed by the Principal.

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4.19 Suspending this Contract

- (1) The Principal or the Principal's Representative may, at any time and for any reason, suspend this Contract or any part of this Contract.
- (2) When the Contractor receives a written notice of suspension from the Principal or the Principal's Representative, the Contractor must suspend the performance of its obligations under this Contract until such time that the Principal or the Principal's Representative directs that this Contract is no longer suspended. At such time the Contractor must promptly recommence the performance of the Contractor's obligations under this Contract.
- (3) Where the suspension of this Contract is not a result of any default or action by the Contractor or the Contractor's Personnel, the Principal will reimburse the Contractor for the Contractor's verified reasonable additional costs incurred as a direct consequence of the suspension of this Contract. For the avoidance of doubt, such costs must not include Consequential Loss.
- (4) If the Principal or the Principal's Representative suspends this Contract or any part of it in accordance with subclause (1) (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Completion Date are extended by the period of that suspension.
- (5) The remedies set out in subclauses (3) and (4) are the Contractor's sole and exclusive remedy in respect of the Principal suspending this Contract.

4.20 Warranties

The Contractor shall obtain all warranties specified in this Contract including any warranties that are obtained by any Subcontractor, and shall ensure that the Principal will have the benefit of the warranties.

4.21 Variation to Contract Terms

None of the terms of this Contract shall be varied, waived, discharged or released either under any Legal Requirement, except by the express written agreement of the Principal.

4.22 Price Basis

- (1) Unless stated elsewhere in this Request, the Contract Price for the Work under the Contract shall be fixed for the term of the Contract and not subject to rise and fall.
- (2) The Contract Price for the Work under the Contract should be stated in the following terms:
 - (a) price excluding Goods and Services Tax (GST);
 - (b) Goods and Services Tax amount; and

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- (c) total price including GST.
- (3) Where no stipulation is made as to GST, the Contract Price shall be deemed to include GST, unless clarification is provided to the Principal by the Tenderer prior to acceptance of Tender.
- (4) Unless otherwise indicated the Contract Price shall include all disbursements, allowances, sites visits, printing, plotting, delivery, and all applicable fees, levies, duties, taxes and charges. Any charge not stated in the Tender as being additional, and accepted by the Principal as such, will not be allowed as a charge for any transaction under any resultant Contract.

4.23 Currency

In this Contract, a reference to “\$” or “dollars” is a reference to Australian dollars.

4.24 Payment and Invoicing

- (1) Subject to **clause 4.48**, in consideration of the Contractor providing the Work under the Contract the Principal shall pay to the Contractor the Contract Price in accordance with this clause.
- (2) As soon as reasonably practicable following the end of each calendar month (or as otherwise agreed by the Parties), the Contractor must provide to the Principal a Progress Claim or if the Principal directs, an Invoice.
- (3) A Progress Claim and any Invoice must include all details set out in the Contract Details.
- (4) Upon approval of a Progress Claim or Invoice by the Principal:
 - (a) if the Contractor has entered into an RCTI Agreement, the Principal will, generate a Recipient Created Tax Invoice. References to ‘Invoice’ in the remainder of this clause should be taken to include RCTI where applicable; or
 - (b) if the Contractor has not entered into an RCTI Agreement, the Contractor will submit an Invoice, in respect of the Work under the Contract that is the subject of the approved Progress Claim or Invoice.
- (5) Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Progress Claims or Invoices that comply with subclause (3) within 20 Business Days (or such other period as the Principal’s Representative and Contractor agree) of their generation or receipt (as the case may be), except where the Principal:
 - (a) is required by any Legal Requirement to pay within a shorter time frame, in which case the Principal must pay within that time frame;

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- (b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor; or
- (c) disputes the Progress Claim or Invoice, in which case:
 - (i) to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Progress Claim or Invoice pending resolution of the Dispute; and
 - (ii) if the resolution of the Dispute determines that the Principal must pay an amount to the Contractor, the Principal must pay that amount upon resolution of that Dispute.
- (6) A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Work under the Contract the subject of the Progress Claim or Invoice was to the satisfaction of the Principal, but will only be taken to be payment on account.
- (7) Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid this Contract.
- (8) The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

4.25 Confidential Information and Publicity

- (1) The Contractor must not advertise, publish or release to the public:
 - (a) any Confidential Information; or
 - (b) other information concerning the Work under the Contract, or this Contract, without the prior written approval of the Principal.
- (2) The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Principal:
 - (a) use Confidential Information except as necessary for the purposes of fulfilling its obligations under this Contract; or
 - (b) disclose the Confidential Information:
 - (i) other than (to the extent they require the information to enable the Contractor to fulfil its obligations under this Contract) to the Contractor's legal advisors, accountants or auditors; or
 - (ii) where disclosure is required by Law (including disclosure to any stock exchange).
- (3) The rights and obligations under this **clause 4.25** continue after the Completion Date.

4.26 Goods and Services Tax

- (1) Any reference in this Clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (2) Unless expressly included, the consideration for any supply made under or in connection with this Contract does not include an amount on account of GST in respect of the supply (**'GST Exclusive Consideration'**) except as provided under this Clause.
- (3) Any amount referred to in this Contract (other than an amount referred to in subclause (8)) which is relevant in determining a payment to be made by one of the Parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- (4) To the extent that GST is payable in respect of any supply made by a Party ('Supplier') under or in connection with this Contract, the consideration to be provided under this Contract for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the relevant part of the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- (5) The recipient must pay the additional amount payable under subclause (4) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- (6) The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under subclause (4) or at such other time as the Parties agree.
- (7) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Contract the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under subclause (5), the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- (8) If one of the Parties to this Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Contract, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the Party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with subclause (4).

4.27 Consequential Loss

In relation to Consequential Loss:

- (a) subject to **clause 4.11** and subclause (b) but notwithstanding any other clause, neither Party will be liable to the other Party in any circumstances for any Consequential Loss, to the extent permitted by Law; and
- (b) subclause (a) does not exclude liability of the Contractor for Consequential Loss, if, but for subclause (a) the Contractor would have insurance cover for that Consequential Loss under an Insurance.

4.28 Force Majeure Event

- (1) A Party must give timely notice to the other Party of any Force Majeure Event that precludes the Party (whether partially or wholly) from complying with its obligations under this Contract ('Affected Obligations') and must either:
 - (a) to the extent practicable, specify in the notice the length of delay in the Completion Date that will result from the Force Majeure Event; or
 - (b) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the Principal with periodic supplemental notices during the period over which the Force Majeure Event continues.
- (2) The Party's obligation to supply the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- (3) The Parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- (4) If a Force Majeure Event continues to affect the supply of any Goods and/or Services or construction of the Works for a continuous period of 180 days, the Principal may terminate this Contract by serving written notice on the Contractor and neither Party has liability to the other except in respect of any event arising prior to the date of this Contract being terminated.

4.29 Damage to Property

- (1) If the Contractor or the Contractor's Personnel damage property, including property on or adjacent to the Site, the Contractor must promptly:
 - (a) make good the damage; and
 - (b) pay any compensation which the Contractor is required to pay under the Contract or under any Legal Requirement.
- (2) If the Contractor fails to comply with an obligation under subclause (1), the Principal may, in addition to any other remedy which the Principal may have, perform or have

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performed that obligation on the Contractor's behalf and any cost incurred by the Principal will be a debt due and payable by the Contractor.

4.30 Settlement of Disputes

- (1) In the event of a Dispute either Party may deliver a written notice to the other Party that identifies the Dispute ('**Notice of Dispute**').
- (2) The Party that delivers the Notice of Dispute should also provide enough information about the Dispute for the other Party to reasonably understand the:
 - (a) alleged facts on which the claim is based;
 - (b) legal basis on which the claim is made; and
 - (c) relief that is claimed.
- (3) Within 10 Business Days of a Notice of Dispute being delivered, the receiving Party must deliver a written response to the other Party stating:
 - (a) its position in relation to the Dispute; and
 - (b) the basis for its position.
- (4) Within 10 Business Days of receipt of the response referred to in subclause (3), the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to this Contract.
- (5) If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with subclause (4), either Party may initiate proceedings in a court of competent jurisdiction.
- (6) Either Party may, with the agreement of the other Party, at any time, refer the Dispute to an appropriate independent expert, agreed to by the Parties, for examination and report as to their compliance with this Contract. The decision of the expert shall be final and binding upon both Parties, and the expense of such reference shall be paid by the unsuccessful Party.
- (7) The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience agreed between the parties. Failing agreement, the matter in dispute must be determined under the provisions of the *Commercial Arbitration Act 2012*.
- (8) The independent expert's or arbitrator's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.
- (9) Except to enforce this clause, or to seek an urgent interim determination, a party must not commence or maintain an action by way of legal proceedings relating to the dispute until it has been dealt with as provided in this clause.

4.31 Termination of Contract

- (1) If a Party breaches or repudiates this Contract, nothing in this Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under this Contract or under any applicable Legal Requirement.
- (2) The Principal may, in its absolute discretion, and without being obliged to give any reasons, terminate this Contract at any time by giving not less than 10 Business Days written notice to the Contractor. The Principal shall pay to the Contractor:
 - (a) the amount due to the Contractor evidenced by all unpaid Invoices and approved Progress Claims; and
 - (b) the cost of materials and equipment reasonably ordered by the Contractor for the construction of the Works or provision of the Goods and/or Services and which the Contractor is liable to accept, but only if they will become the Principal's property on payment,and shall have no further liability to the Contractor.
- (3) If the Contractor:
 - (a) subject to **clause 4.28**, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in this Contract and such failure continues for a period of 14 days (or such other period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe, perform and comply with such term, condition or stipulation or otherwise to remedy the breach;
 - (b) **(being a corporation)** goes into liquidation (except for the purpose of reconstruction or amalgamation of which the Contractor has given the Principal 5 Business Days prior written notice of such reconstruction or amalgamation) or is otherwise dissolved or if a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is appointed or if the Contractor enters into any composition or scheme of arrangement with its creditors or if an inspector or like official is appointed to examine the affairs of the Contractor or the Contractor enters into voluntary or other external administration;
 - (c) **(being a natural person)** commits an act of bankruptcy or if an order is made for the sequestration in bankruptcy of the estate of the Contractor, or if the Contractor assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors;
 - (d) assigns or subcontracts this Contract or any part thereof without the prior written consent of the Principal;

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- (e) or any Contractor's Personnel, are found guilty of any criminal act related to the Goods and/or Services that may bring the Principal into disrepute;
- (f) includes in its Tender any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
- (g) or the Contractor's Personnel:
 - (i) cause a safety issue, condition or any risk to health in breach of this Contract; and
 - (ii) the Contractor, within 5 Business Days of a notice from the Principal advising the Contractor that it has caused a safety issue, condition or any risk to health in breach of this Contract, does not show cause to the Principal's satisfaction why the Principal should not end this Contract,

then the Principal may by notice in writing to the Contractor immediately terminate this Contract and thereafter the Principal may engage or contract with any person or corporation other than the Contractor to perform and complete this Contract.

- (4) The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the matters referred to in subclause (3) and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.
- (5) When this Contract is terminated, the Contractor must promptly return to the Principal any of the Principal's property or documents which the Principal owns or in which the Principal has an interest.
- (6) The termination of this Contract does not affect:
 - (a) any rights of the Parties accrued before the Completion Date; and
 - (b) the rights and obligations of the Parties under this Contract which, expressly or by implication from its nature, are intended to continue after the End Date.

4.32 Waivers and Amendments

- (1) This Contract may only be amended, or its provisions waived, in writing by the Parties.
- (2) No forbearance, delay or indulgence by the Principal in enforcing the provisions of this Contract shall prejudice, restrict or limit the rights of that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

4.33 No Fettering of Principal's Powers

It is acknowledged and agreed that this Contract does not fetter or restrict the power or discretion of the Principal in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Contractor.

4.34 Counting of Days

Where under any provision of this Contract any notice is to be given, any payment made or anything else must be done in a stated period of days, the stated number of days will exclude Saturdays, Sundays and public holidays. The days comprising any period of days computed in accordance with this clause are deemed to be consecutive if interrupted only by days which are not to be taken into account under this clause.

4.35 No Partnership or Relationship

- (1) Nothing in the Contract shall be deemed to constitute a relationship between the Principal and the Contractor, or any employee of the Contractor, other than the relationship of principal and independent contractor (or principal of an independent contractor and the employee of such a contractor as the case may be).
- (2) Without limiting the generality of subclause (1), the Contract shall not be construed as creating between the Principal and the Contractor, or between the Principal and any employee of the Contractor, a relationship of:
 - (a) master and servant;
 - (b) principal and agent; or
 - (c) employment or trust.
- (3) The Contractor must not hold itself, or its employees or agents, out to be employees or agents of the Principal, and the Contractor indemnifies the Principal, and must keep the Principal indemnified against any Claim incurred as a result of doing so.

4.36 Entire Agreement

- (1) To the extent permitted by Law, this Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of this Contract.
- (2) To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Principal in respect of the Works, those terms and conditions will be of no legal effect and will not constitute part of this Contract.

4.37 Rights and Remedies

The Principal may exercise the rights herein conferred in addition to all or any other rights or remedies which the Principal shall or may be entitled to against the Contractor whether under a Legal Requirement or this Contract.

4.38 Reporting

The Contractor must keep the Principal fully informed on all aspects of the delivery of the Works and must supply on request:

- (a) progress reports on the performance of the Contractor's obligations in such detail as will allow the Principal to ascertain whether such is in conformity with this Contract; and
- (b) the Contractor's Technical Material, reports, data and a detailed supply program, relating to the Works under the Contract.

4.39 Agency

The Contractor must not:

- (a) hold itself out as being an agent of the Principal or being in any other way entitled to make any contract on behalf of the Principal or to bind the Principal to the performance, variation, release or discharge of any obligation; or
- (b) hold out its employees or agents, or allow its employees or agents to hold themselves out, as being employees or agents of the Principal.

4.40 Insurance

4.40.1 General requirements

- (1) The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurance:
 - (a) on the terms and conditions set out in this clause and otherwise on terms acceptable to the Principal; and
 - (b) from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency and approved by the Principal which either:
 - (i) carry on business in Australia and are authorised by the Australian Prudential Regulation Authority; or

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- (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia. Any limitations regarding this requirement must be notified and agreed to by the Principal.
- (2) The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.
- (3) Without limiting subclause (1), the Contractor must:
 - (a) pay all premiums and all deductibles applicable to the Insurance when due; and
 - (b) promptly reinstate any Insurance required under this **clause 4.40** if it lapses or if cover is exhausted.
- (4) To the extent available at the times of placement and each renewal, each Insurance must:
 - (a) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
 - (b) come into effect on or before the Start Date and be maintained until the Insurance End Date;
 - (c) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
 - (d) provide, where the Principal is entitled to cover under the Insurance, that any breach of the conditions of that Insurance by an insured other than the Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance; and,
 - (e) state that it is governed by the Laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction in any dispute under the policy.
- (5) The effecting and maintaining of the Insurance by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under this Contract.
- (6) The Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance.
- (7) The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.
- (8) The Contractor must ensure that its subcontractors are insured as required by this **clause 4.40**, as appropriate (including as to amounts of insurance and type of

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insurance) given the nature of work to be performed by them, as if they were the Contractor.

- (9) The Contractor must, on or prior to the Start Date and otherwise when requested by the Principal, promptly satisfy the Principal that each Insurance it is required to procure and maintain under this Contract is current by providing to the Principal current and updated Certificates of Insurance or the terms and conditions (including schedules) of the Insurances, to demonstrate compliance with this Contract. Nothing in this clause will be construed as providing the Principal with notice of the contents of any policy and must not be raised as a defence to any claim by the Principal against the Contractor.
- (10) If the Contractor fails to procure and maintain the Insurance in accordance with this Contract, the Principal may, but is not obliged to procure and maintain any such Insurance and the cost of doing so will be a debt due and immediately payable from the Contractor to the Principal.
- (11) Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.
- (12) The Contractor must:
 - (a) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with this Contract under any of the Insurances, except claims which the Principal may have against the Contractor; and
 - (b) where relevant provide all such assistance to the Principal as may be required for the preparation and negotiation of insurance claims.
- (13) The Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under the indemnities referred to in this Contract. In addition, the Parties acknowledge that if a claim is made under an Insurance policy by the Principal, it is their intention that the insurer cannot require the Principal to exhaust any indemnities referred to in this Contract before the insurer considers or meets the relevant claim.
- (14) The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to this Contract in accordance with AS/NZS 4360-2004 Risk Management.
- (15) Insurances shall be provided in the amount and in accordance with any details stipulated in the Contract details and otherwise in accordance with this **clause 4.40**.

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4.40.2 Public liability insurance

- (1) Unless otherwise stipulated by the Principal, the Contractor must maintain public liability insurance. The public liability policy must:
- (a) be endorsed to note the Principal for their respective rights and interests in relation to this Contract;
 - (b) be for an amount of not less than \$50 million for any one event and unlimited in the amount of occurrences;
 - (c) include a cross liability endorsement extending the policy to operate in the same manner as if there was a separate policy of insurance covering each Party insured (without increasing the deductibles or reducing the overall limit of indemnity);
 - (d) cover the liability of the Contractor, the Contractor's Personnel and the Principal in respect of:
 - (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers compensation policy),arising out of or in connection with the performance of this Contract by the Contractor; and
 - (e) be endorsed:
 - (i) to cover the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Contract;
 - (ii) to cover sudden and accidental pollution; and
 - (iii) to provide waiver of subrogation in favour of the Principal in relation to this agreement where the Principal is not a named insured.

4.40.3 Workers compensation insurance

- (1) The Contractor shall insure against statutory and common law liability for death of or injury to persons employed by the Contractor. The insurance cover shall be obtained prior to the Start date and shall be maintained until completion of all Work under the Contract. The insurance policy or policies shall be extended to provide indemnity for the Principal's statutory liability to the Contractor's employees.

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- (2) In the event that the Contractor is a sole trader and no workers compensation policy is in place, the contractor must insure against the loss of income and illness by the purchase of income protection or salary continuance policy.

4.40.4 Professional indemnity insurance

- (1) Unless otherwise stipulated by the Principal, the Contractor must maintain professional indemnity insurance. The professional indemnity policy must:
- (a) be for not less than \$5M in respect of any one claim and not less than \$5M in the aggregate for all claims arising in any one 12 month period of insurance;
 - (b) include one full automatic reinstatement of the limit of liability;
 - (c) cover liability arising from any act or omission in connection with or arising out of the professional activities and duties under this Contract; and
 - (d) cover claims in respect of this Contract under the *Competition and Consumer Act 2010* (Cth), *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.

4.40.5 Works insurance

- (1) The Contractor in the joint names of the Contractor, the Principal and all sub-contractors (insured) for their respective rights and interests must have or effect insurance under a contractors all risk insurance policy or policies which must cover the whole of the Works including any associated temporary works and including material incorporated or to be incorporated in there, the property of the insured or for which they are responsible and while on or adjacent to the Site regarding loss, destruction or damage of or to the property insured for the full reinstatement and replacement cost.
- (2) The sum insured must consider the full Contract Sum with an amount for escalation costs as incurred during any period of reinstatement and replacement during the period up to the Date of Completion of the Works.

4.41 Industrial Awards

- (1) With respect to all work done in Western Australia under this Contract, the Contractor shall observe, perform and comply in all material respects with all relevant industrial awards, industrial agreements and orders of courts or industrial tribunals applicable to the Work under the Contract.
- (2) Failure by the Contractor to comply with subclause (1) hereof shall entitle the Principal by notice in writing to the Contractor to immediately terminate this Contract, but without prejudice to any other rights or remedies of the Principal.

4.42 Governing Law

This Contract and any dispute arising out of or in connection with it or its subject matter or formation including non-contractual disputes shall be governed by, construed and take effect in accordance with the Laws of the State of Western Australia and the Parties hereby irrevocably agree that the courts of the State of Western Australia will have exclusive jurisdiction to settle any dispute that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes).

4.43 Proportionate Liability

Each Party agrees that Part 1F of the *Civil Liability Act 2002* (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with:

- (a) this Contract; and
- (b) any of the Contractor's Subcontractors or the Subcontractor's personnel.

4.44 Construction Contracts Act

- (1) The Contractor must promptly and without delay, give the Principal's Representative a copy of any written communication of whatever nature in relation to the Construction Contracts Act that the Contractor gives to the Principal or receives from a Subcontractor.
- (2) If the Principal's Representative becomes aware that a Subcontractor engaged by the Contractor is entitled to suspend or has suspended work pursuant to the Construction Contracts Act, the Principal may in its absolute discretion pay the Subcontractor such money that may be owing to the Subcontractor in respect of that work and any amount paid by the Principal will be a debt due from the Contractor to the Principal.
- (3) The Contractor must ensure that none of its subcontracts contain terms which are prohibited by the *Construction Contracts Act*.

4.45 Personal Property Securities Act

- (1) For the purposes of this **clause 4.45**:
 - (a) the 'Principal's Personal Property' means all personal property the subject of a security interest granted under this Contract; and
 - (b) words and phrases used in this **clause 4.45** that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

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- (2) If the Principal determines that this Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:
- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
 - (b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
 - (c) enabling the Principal to exercise rights in connection with the security interest.
- (3) The Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.
- (4) The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:
- (a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; or
 - (b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.
- (5) The Contractor must not:
- (a) create any security interest or lien over any of the Principal's Personal Property whatsoever (other than security interests granted in favour of the Principal);
 - (b) sell, lease or dispose of its interest in the Principal's Personal Property;
 - (c) give possession of the Principal's Personal Property to another person except where the Principal expressly authorises it to do so;
 - (d) permit any of the Principal's Personal Property to become an accession to or commingled with any asset that is not part of the Works; or
 - (e) change its name without first giving the Principal 15 Business Days' notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.

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- (6) Everything the Contractor is required to do under this **clause 4.45** is at the Contractor's expense.
- (7) Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other Party authorises, the disclosure of such information. This **clause 4.45** does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

4.46 Application of this Contract

This Contract applies to the performance of the Contractor's obligations under this Contract whether performed before, on or after the Start Date.

4.47 Restructure of the Principal

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined the Principal or the successors of the Principal under the restructure.

4.48 Deduction of Charges or Debts

- (1) Without limiting the Principal's rights under this Contract any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal and if such moneys are insufficient for this purpose, then from the Contractor's security or retention under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.
- (2) The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

4.49 Environmental Activities

Without limiting **clause 4.7**, the Contractor must in providing the Work under the Contract:

- (a) ensure that any Work under the Contract affecting the Environment is carried out in accordance with the *Local Government Act 1995* (WA) or other relevant Legal Requirements, including the *Environmental Protection Act 1986* (WA); and
- (b) complies with all Approvals and conditions of such Approvals.

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4.50 Severability

In the event any part of this Contract is held by a court of law to be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) severed from this Contract to the extent of the invalidity or unenforceability,

and the remainder of this Contract shall not be affected by such invalidity or unenforceability.

PART B – Works

4.51 Performance

- (1) The Contractor must at its cost perform and complete the Works (including all design, mobilisation and demobilisation) by the Completion Date and in accordance with:
 - (a) this Contract;
 - (b) Good Industry Practice; and
 - (c) all Legal Requirements.
- (2) The Contractor must ensure that the Works when Completed will be fit for the Intended Purpose and in accordance with the Requirements including the Specifications of this Request.
- (3) The Contractor must provide all labour, tools, plant, materials and services for the proper completion of the Works to ensure completion with all due expedition. The Contractor must remain responsible for all construction techniques, methods, sequences and procedures.
- (4) Unless otherwise provided in the Contract, the Contractor shall use suitable new materials and proper and tradesmanlike workmanship in constructing the Works.

4.52 Site Risks

- (1) The Contractor warrants that before the Start Date the Contractor has had access to the Site, carried out its own inspections of the Site and the Environment, and has conducted its own enquiries in order to establish, understand and satisfy itself as to the nature and status of:
 - (a) the Site and the Environment; and
 - (b) all risks and contingencies associated with the Site and the Environment,or has chosen not to carry out any inspections or conduct its own enquiries, as the case may be, in which case the Contractor acknowledges that there will be no

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adjustment to the Contract Price or Completion Date, except as expressly stated in this Contract.

- (2) The Contractor accepts sole responsibility for, and assumes the risk of, all Loss, delay and disruption arising out of the physical conditions and characteristics of the Site and the Environment.
- (3) Without limiting subclauses (1) and (2), the Contractor accepts sole responsibility for, and assumes the risk of, all Loss, delay and disruption arising out of, or in connection with, all Contamination in, under or around the Site and the Environment which came into existence after the Start Date.

4.53 Protection of People and Property

- (1) The Contractor shall in undertaking the Works:
 - (a) take all measures necessary to protect people and property;
 - (b) avoid unnecessary interference with the passage of people and vehicles; and
 - (c) prevent nuisance and unreasonable noise and disturbance.
- (2) If the Contractor damages property, the Contractor shall promptly rectify the damage at its own cost and pay any compensation which the law requires the Contractor to pay.
- (3) If the Contractor fails to comply with an obligation under this clause, the Principal, after the Principal's Representative has given reasonable written notice to the Contractor and in addition to the Principal's other rights and remedies, may engage a third party contractor to undertake any required works. The cost thereby incurred shall be reimbursed by the Contractor to the Principal.
- (4) If urgent action is necessary to protect the Works, other property or people and the Contractor fails to take the action required, in addition to any other remedies of the Principal, the Principal's Representative may undertake the necessary action. The costs of such remedial actions undertaken by the Principal shall be reimbursed from the Contractor to the Principal and may be deducted from any payments due to the Contractor or from retention or security monies.

4.54 Contractor Warranties

The Contractor represents and warrants to the Principal that the Contractor will:

- (a) at all times, be suitably qualified and experienced, and must exercise the skill, care and diligence to be expected of a Professional Contractor in the delivery and Completion of the Works (including all design);

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- (b) develop and complete the Design Documents so that the Design Documents are accurate, suitable, appropriate and adequate for the Intended Purpose taking into account the Site and the Environment; and
- (c) perform and complete the Works in accordance with the Design Documents so that when completed, the Works will be fit for the Intended Purpose and be in accordance with this Contract.

4.55 Access to Site

4.55.1 Possession

- (1) The Principal shall, before the Start Date, give the Contractor possession of sufficient area of the Site for commencement of the Works on the Site. If the Principal has not given the Contractor possession of the whole Site, the Principal shall give the Contractor possession of such further portions of the Site as may, from time to time, be necessary for carrying out the Works.
- (2) Possession of the Site shall confer in the Contractor a right to only such use and control of the Site as is necessary to enable the Contractor to carry out Work under the Contract and shall exclude camping, residential purposes and any purpose not connected with the Work under the Contract, unless approved by the Principal's Representative.

4.55.2 Access for the Principal and Others

- (1) The Principal and the Principal's Personnel may at any time after written or verbal notice to the Contractor, have access to any part of the Site for any purpose. The Contractor shall permit persons engaged by the Principal to carry out work on the Site other than the Works and shall cooperate with them. The Principal shall give to the Contractor the names and roles of the persons so engaged.
- (2) The Contractor shall at all reasonable times give the Principal's Representative access to the Works.
- (3) The Principal shall ensure that none of the persons referred to in this subclause impedes the Contractor.

4.55.3 Minerals, fossils and other relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value, found on the site shall be and remain the property of the Principal. Immediately upon the discovery of these things the Contractor shall:

- (a) take precautions to prevent their loss, removal or damage; and
- (b) give the Principal written notice of the discovery.

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4.55.4 Compliance with heritage requirements

- (1) Where the Principal has notified the Contractor that the works are subject to section 18 of the *Heritage of Western Australia Act 1990* conditions, or other requirements, the Contractor shall comply with these requirements.
- (2) All costs so incurred by the Contractor shall be assessed by the Principal and added to the Contract Price, except for any requirements already included in the Specifications.

4.56 Setting out the Works

4.56.1 Setting Out

The Principal shall give the Contractor the data, survey marks and like information necessary for the Contractor to set out the Works, together with those survey marks specified in the Contract. Thereupon the Contractor shall set out the Works in accordance with the Contract.

4.56.2 Errors in Setting Out

- (1) The Contractor shall rectify every error in the position, level, dimensions or alignment of any Works after promptly notifying the Principal and unless the Principal within 3 days directs otherwise.
- (2) If the error was caused by incorrect data, survey marks or information given by the Principal, the cost incurred by the Contractor in rectifying the error shall be assessed by the Principal and added to the Contract Price.

4.56.3 Care of Survey Marks

- (1) The Contractor shall keep in their true positions all survey marks supplied by the Principal.
- (2) The Contractor shall reinstate any survey mark disturbed, after promptly notifying the Principal and unless the Principal's Representative within 3 days directs otherwise.
- (3) If the disturbance was caused by the Principal, its agent, or representative, the cost incurred by the Contractor in reinstating the survey mark shall be assessed by the Principal's Representative and added to the Contract Price.

4.57 Construction Schedule

- (1) The Contractor shall give the Principal reasonable advance notice of when the Contractor needs information, materials, documents or instructions from the Principal.
- (2) The Principal and the Principal's Representative shall not be obliged to give any information, materials, documents or instructions earlier than the Principal or

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Principal's Representative, as the case may be, should reasonably have anticipated at the date of acceptance of tender.

- (3) The Principal's Representative may direct in what order and at what time the various stages or portions of the Works shall be carried out. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall give the Principal's Representative written notice with the reasons.
- (4) The Contractor shall give the Principal a construction schedule for completion of the Requirements within 10 days of commencement of the Contract. The construction schedule shall show the dates by which, or the times within which, the various stages or portions of the works under contract are to be carried out or completed and shall be deemed a Contract document. The construction schedule shall include times for inspection of the Works by the Principal and the Contractor shall provide sufficient notice to the Principal's Representative to allow Principal's reasonable time to arrange inspections.
- (5) The Contractor shall not, without reasonable cause, depart from the construction schedule.

4.58 Hours of Work

The normal hours of work on the Site shall be between 7:00am - 5:00pm on weekdays (i.e. Mondays to Fridays) excluding public holidays. Prior approval of the Principal's Representative must be obtained should the Contractor wish to work outside these hours and the Principal's representative's refusal of any such request shall not constitute any grounds whatsoever for a claim for additional time or costs.

4.59 Responsibility for the Works

The Contractor shall be responsible for care of the Works, and for any plant or equipment brought onto the Site by a Subcontractor, from the Start Date until the Date of Completion, at which time responsibility for the care of the Works shall pass to the Principal. If loss or damage occurs to the Works during the period for which the Contractor is responsible for care of the Works, the Contractor shall at its cost, rectify such loss or damage, save that the Contractor shall not be responsible for any loss or damage caused by or arising from any negligent act or omission of the Principal or the Principal's Personnel.

4.60 Covering up of Works

- (1) The Contractor is to give the Principal sufficient notice of its intention to cover up any Works, in order to allow the Principal reasonable time to arrange prior inspection. If this is not given, the Principal may direct for the works to be uncovered for inspection and subsequently made good. Any attributable costs or delay shall be borne by the Contractor.

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- (2) Where reasonable notice of the Contractor's intention to cover up Works has been given, and the Principal subsequently requires Works to be uncovered for inspection, then any attributable costs or delay will be borne by the Principal, except where the inspection or test shows that the work, materials or goods are not in accordance with the requirement of the contract, in which case the costs and delay will be borne by the Contractor.

4.61 Cleaning Up

- (1) The Contractor shall keep the Site and the Works clean and tidy at all times and regularly remove rubbish and surplus material.
- (2) Within 14 days after the Date of Completion, the Contractor shall remove temporary works and construction plant. The Principal's Representative may extend the time to enable the Contractor to perform remaining obligations.
- (3) If the Contractor fails to comply with the preceding obligations in this clause, the Principal's Representative may direct the Contractor to rectify the non-compliance and the time for rectification.
- (4) If:
 - (a) the Contractor fails to comply with such a direction; and
 - (b) that failure has not been made good within 5 days after the Contractor receives written notice from the Principal's Representative that the Principal intends to have the subject work carried out by others,

the Principal may have that work so carried out and the Principal's Representative shall certify the cost incurred as moneys due from the Contractor to the Principal. The rights given by this paragraph are additional to any other rights and remedies.

4.62 Procedure for Completion Tests

- (1) The Contractor must prepare and perform the Completion tests where required by this Contract or the Specifications. The Contractor will be fully responsible for the proper conduct and results of the Completion tests.
- (2) The Contractor must provide to the Principal full and substantiated test results for all Completion tests by the earlier of:
 - (a) 5 Business Days after completion of the relevant test; or
 - (b) the date required (if any) under the Specification or Construction Program.
- (3) Except:
 - (a) with the prior written consent of the Principal; or

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- (b) to the extent necessary to comply with subclause (4)(a),

the Contractor must not adjust (and will not allow the adjustment of) any part of the Works following completion of any Completion test.
- (4) If the whole or any part of the Works fails to pass a Completion test, the Contractor must:
 - (a) promptly execute such work of replacement, amendment, reconstruction, rectification and make good any Defects, failures, imperfections or other faults as may be required to ensure that all Completion tests are satisfied;
 - (b) be responsible for all costs and expenses incurred or sustained (including the cost of the Completion tests being borne by the Contractor); and
 - (c) if so required by the Principal, submit to the Principal for its review, details of the work which it proposes to execute.
- (5) If the Contractor fails to perform any Completion test in accordance with this Contract:
 - (a) the Principal is to provide notice to the Contractor stating:
 - (i) the Contractor's failure to perform the Completion test; and
 - (ii) that the Contractor has 5 Business Days, or as otherwise agreed with the Principal at the Principal's absolute discretion, from the date of the notice to perform the Completion test;
 - (b) if the Contractor fails to satisfy the requirement in subclause 5(a)(ii), the Principal may perform that Completion test at a date and time determined by the Principal; and
 - (c) the cost incurred by the Principal in performing that Completion test will be a debt due and payable immediately from the Contractor to the Principal.

4.63 Completion

- (1) The Contractor must give the Principal at least 21 days written notice of the date on which the Contractor anticipates that Completion will be achieved. When the Principal is satisfied that Completion has been achieved, the Principal must issue a Completion Certificate for the Works.
- (2) On the issue of the Completion Certificate, the Principal will take over the Works.
- (3) Subject to **clause 4.48**, the Principal must pay the Contractor (or the Contractor must pay the Principal, as the case may be) within 28 days after the issue of the Completion Certificate, the amount stated in that certificate as being due by the Principal (or by the Contractor, as the case may be).

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- (4) The issue of a Completion Certificate does not constitute approval of any work or other matter and does not prejudice any claim by the Principal.

4.64 Rectification of Defects

- (1) The Principal may, at any time up to Completion and during the Defects Liability Period, conduct performance reviews of the Works. The Principal may notify the Contractor of any failure by the Contractor to comply with this Contract.
- (2) The Contractor must, within a reasonable time (but no later than 30 days), from receipt of a notice from the Principal, rectify any Defect notified to the Contractor before or at Completion, or during the Defects Liability Period.
- (3) If the Contractor fails to rectify any Defect in accordance with this **clause 4.64**, the Principal may rectify the Defect and any resulting liability incurred by the Principal in so doing will be a debt due from the Contractor to the Principal.
- (4) The Defects Liability Period applicable to any work performed for the purposes of rectifying Defects, is the period commencing on the date of completion of that remedial work and ending on the expiry of the period stated in the Contract Details.

4.65 Security

4.65.1 Provision of security

Security shall be provided by the Contractor to the Principal in accordance with the Contract Details. Retention monies may be retained by the Principal as security where stated in the Contract Details.

4.65.2 Recourse against security

The Principal may have recourse against the Security where monies due and payable under the Contract have remained unpaid after the time for payment and where at least 5 days have elapsed since that party notified the other party of intention to have recourse.

4.65.3 Reduction and release of security

Upon the issue of a Completion Certificate by the Principal, the Principal's entitlement to Security shall be reduced to 50% of the original Security amount, and the reduction shall be released and returned within 14 days to the Contractor. A party's entitlement to Security shall cease after the final Defects Liability Period has lapsed and the Principal shall then release and return forthwith any remaining Security to the Contractor.

4.65.4 Interest

Interest earned on Security not required to be held in trust shall belong to the party holding the Security.

4.66 Contractor's Employee and Subcontractors

4.66.1 Personal Protective Equipment

The Contractor must ensure that:

- (a) all its employees or Subcontractors are provided with and wear during the performance of the Works appropriate personal protective equipment for each task, including coloured safety vests or jackets, approved by the Principal and in accordance with AS 1742.3, SAA HB81, AS/NZS 1906.4; and
- (b) any clothing referred to above is to be kept in a neat and tidy condition by its employees and Subcontractors.

4.66.2 Removal of Contractor employees

The Principal may direct the Contractor to have removed, within a stated time, from the Site or from any activity of Work under the Contract, any person employed to undertake the Work under the Contract who, in the Principal's opinion, is incompetent, negligent, or guilty of misconduct.

4.67 Bill of Quantities

4.67.1 Priced bill of quantities

- (1) Where a bill of quantities is to be priced:
 - (a) all items included in the bill of quantities shall be priced and extended by the Contractor and the prices as extended shall on addition equal the sum accepted by the Principal for carrying out the whole of the work to which the bill of quantities relates;
 - (b) the Contractor shall lodge the bill of quantities so priced and extended with the Superintendent within 14 days of contract signing or such further time as may be directed by the Principal; and
 - (c) notwithstanding any other provision of the Contract, the Contractor shall not be entitled to payment until the Contractor has lodged the bill of quantities so priced and extended.
- (2) If the aggregate amount in a priced bill of quantities does not equal the sum accepted for the work, the subject of the bill of quantities, the Principal shall (unless the parties agree within 7 days of notification) determine an appropriate correction of errors and inconsistencies in rates and prices therein, so that the aggregate amount equals such sum.

4.67.2 Quantities

PART FOUR – READ AND KEEP THIS PART

A written order from the Principal is not required for any increase or decrease in the quantity of any work, where it results only from the actual quantities being different to those provisional quantities stated in the Bill of Quantities and not from any direction of the Principal. Where such changes in quantity arise the final measure and value will be completed by the Principal.

4.67.3 Adjustment for Actual Quantities

- (1) Where, otherwise than by reason of a direction to vary the Works, the actual quantity of an item required to perform the Contract is greater or less than the quantity shown in a bill of quantities which forms part of the Contract or schedule of rates variations shall apply as follows:
 - (a) where the Principal accepted a lump sum for the item, the difference shall not be a deemed variation; and
 - (b) where the Principal accepted a rate for the item, the rate shall apply.
- (2) If such a bill of quantities or schedule of rates omits an item which should have been included the item shall be a deemed variation.
- (3) Notwithstanding the preceding provisions of this subclause in respect of a bill of quantities, a variation shall not be deemed for actual quantities of an item pursuant to paragraph (a), or for an omitted item or any adjustment made for actual quantities of an item pursuant to paragraph (b), if the difference, the value of the omitted item or the adjustment respectively is less than \$400.

Schedule 1 - Contract Details

Item 1 Principal's Representative

Name: Nils Hay
Position: Chief Executive Officer
Phone: 08 9928 1102
Email: ceo@mingenew.wa.gov.au
Address: 21 Victoria Rd, Mingenew WA 6522

Item 2 Contractor's Representative

[insert detail]

Item 3 Start Date

[insert detail]

Item 4 Completion Date

[insert detail]

Item 5 Contract Price

As stipulated in the Tender accepted by Principal.

Item 6 Works under the Contract

As stipulated in the Specification.

Item 7 Defects Liability Period

[insert detail]

Item 8 Insurance

Public liability insurance in accordance with clause 4.41.2

Workers compensation insurance in accordance with clause 4.41.3

Professional indemnity insurance in accordance with clause 4.41.4

Works insurance in accordance with clause 4.41.5

[Insert any additional detail]

Item 9 Progress Claims

Progress Claims shall be submitted at the end of each month.

PART FOUR – READ AND KEEP THIS PART

Progress Claims and Invoices must be addressed to the Principal's Representative and must clearly state the following information:

- (a) Contract Number;
- (b) Date of Issue
- (c) Date on which the Goods and/or Service or Works was provided;
- (d) Detailed description of Goods and/or Service or Works provided;
- (e) Contractor's ABN or ACN;
- (f) Contractor's contact details;
- (g) Progress Claim or Invoice reference number
- (h) Purchase Order Number (Invoice only);
- (i) Aggregate amount claimed and paid to date in preceding Invoices;
- (j) Discount items; and
- (k) GST inclusive and exclusive amounts.

Item 10 Liquidated Damages

[insert amount]

Item 11 Security

Security shall be provided by the Contractor within 7 days of the Start Date:

- (a) by way of cash or bank bond or bank guarantees in a form satisfactory to the Principal;
- (b) where bank guarantees are required the Contractor shall provide two guarantees, each for half the value of the security; and
- (c) in an amount equal to 10% of the total value of the Contract Price;

Where retention is permitted by the Principal as a form of security, retention shall be by way of 10% of monies payable withheld by the Principal against each invoice until the total retention of 10% of the total value of the Contract price is held.

PART FOUR – READ AND KEEP THIS PART

Item 12 Date of Site Availability

14 days from acceptance of the Tender by the Principal , unless otherwise specified.

Item 13 Framework Agreement

This Contract is not a Framework Agreement

Schedule 2 – Special Conditions

Schedule 3 – Variation Form

PART FIVE – COMPLETE AND RETURN THIS PART

PART 5 TENDER FORM

5.1 Tenderer's Offer

The Chief Executive Officer
Shire of Mingenew
21 Victoria Road, Mingenew WA 6522

I/We (Registered Entity Name):

of: (Registered Street Address):

Phone:

Fax:

ABN:

ACN:

Email:

In response to this Request for Tender:

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 of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender 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 the 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 tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Signature of authorised signatory of Tenderer:

Name of authorised signatory:

Authorised signatory position:

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Authorised signatory phone:

Authorised signatory postal address:

Authorised signatory email address:

5.2 Tender Documents

Tenderers should submit the following documents:

- This Part 5 (Tender Form); and,
- Tenderer response to Request for Tender including requirements in Part 3 (Specifications).

A Tender may be rejected at the absolute discretion of the Principal if Part 5 is not completed and returned.

A Tender must contain all the information and details required by this Request.

5.3 Evaluation Criteria

5.3.1 Selection Criteria

- (1) Tenders will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal. 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.
- (2) Additional information requested in Section 5 below will be reviewed during the review process and any anomalies may result in additional information being requested from the Tenderer, and in extreme cases, may result in a rejected tender.

5.3.2 Compliance Criteria

These criteria 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.

Description of Compliance Criteria	Yes/No
Compliance with the Specification contained in the Request.	Yes/No
Compliance with the Conditions of Tendering.	Yes/No
Compliance with all necessary licences and registrations	Yes/No
Compliance with the Tender Deadline	Yes/No
Compliance with and completion of the Price Schedule.	Yes/No

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5.3.3 Qualitative Criteria

- (1) In determining the most advantageous quote, the Evaluation Panel will score each Tender against the qualitative criteria.
- (2) Before responding to the following qualitative criteria, Tenderers must note the following:
 - (a) it is essential that Tenders address each qualitative criterion;
 - (b) all information relevant to answers is to be contained within the response to each criterion;
 - (c) respondents are to assume that the Evaluation Panel has no previous knowledge of the respondent's organisation, its activities or experience;
 - (d) respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria;
 - (e) respondents are to address each issue outlined within a qualitative criterion; and
 - (f) failure to provide the specified information may result in elimination from the Tender evaluation process or a low score.
- (3) The qualitative criteria for this Request are as follows:

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Description of Qualitative Criteria	Weighting	Tick if document(s) demonstrating compliance attached
Relevant Experience Demonstrate experience and skill in all aspects of the design of projects of a similar nature displaying high quality outcomes, with emphasis on provision of works and construction practices as detailed in the Specification. <ul style="list-style-type: none"> • Provide details of each project; • Outline key design principles and objectives; • Include photo records and location details of each construction project (if applicable); • Provide the scope of the Tenderer's involvement including details of outcomes; and • Demonstrate competency and sound judgement. 	15%	<input type="checkbox"/>
Technical Skills and Experience of Key Personnel Demonstrate key personnel's experience in completing similar works and their skills and experience to be used on this project, including as a minimum: <ul style="list-style-type: none"> • Their role in the performance of the Contract; and • Qualifications. 	15%	<input type="checkbox"/>
Resources Demonstrate the ability to supply and sustain the necessary resources, including: <ul style="list-style-type: none"> • Personnel; • Subcontractors; • Plant, equipment and materials; and • Any contingency measures or back up resources. 	15%	<input type="checkbox"/>
Demonstrated Understanding <ul style="list-style-type: none"> • A project schedule/timeline (where applicable) • The process for the construction of Works (as applicable); • Supply details and provide an outline of your proposed methodology. 	15%	<input type="checkbox"/>

5.4 Price Schedule

5.4.1 Price Considerations

(1) Criteria on which a quantitative assessment shall be made are:

(a) the lump sum or schedule of rates pricing as required by this Request;

PART FIVE – COMPLETE AND RETURN THIS PART

- (b) rise and fall, if part of this Request; and
 - (c) disbursements, allowances, hourly rates and other costs provided by the Tenderer which may impact on the overall value for money, if part of this Request.
- (2) Where a price is fixed the quantitative criteria shall be assessed against the amount of goods or services provided (where applicable).

The weighted cost criteria for this Request are as follows:

Criteria	Weighting	Tick if Price Schedule attached
Tendered price	40%	<input type="checkbox"/>

5.4.2 Price Basis

All prices for construction of the Works offered under this Request shall be fixed for the term of the Contract from the date of acceptance of the Tender.

5.4.3 GST

- (1) The quoted price for the Work under the Contract should be stated in the following terms:
- (a) Price excluding Goods and Services Tax (GST);
 - (b) Goods and Services Tax amount; and
 - (c) Total price including GST.
- (2) Where no stipulation is made as to GST, the Contract Price shall be deemed to include GST, unless clarification is provided to the Principal by the Tenderer prior to acceptance of Tender.

5.4.4 Prices inclusive

Unless otherwise indicated, prices tendered shall include recruitment, administration and induction and all applicable levies, duties, taxes and charges. Any charge not stated in the quote, as being additional, will not be allowed as a charge for any transaction under any resultant Contract.

PART FIVE – COMPLETE AND RETURN THIS PART

5.4.5 Breakdown of Tender Sum COMPONENT PART

**AMOUNT SUB
TOTAL**

<u>Preliminaries</u>	\$ _____
<u>Item 1 - New Universal Access Toilet</u>	
Site works & Concrete	\$ _____
Hydraulics	\$ _____
Carpentry & Joinery	\$ _____
Screeds, Resilient finishes, Painting	\$ _____
Metal Roofing & Cladding	\$ _____
Glazing	\$ _____
Electrical	\$ _____
<u>Item 2 – Kitchenette and Bathroom (Art Clean Up) Refurbishment</u>	
Demolition	\$ _____
Carpentry & Joinery & Glazing	\$ _____
Hydraulics	\$ _____
Resilient Finishes, Painting	\$ _____
Cabinetmaker - Kitchen	\$ _____
Cabinetmaker – Bathroom (Art Clean Up)	\$ _____
Electrical	\$ _____
<u>Item 3 – West Room, WC and Store 1</u>	
Demolition and making good	\$ _____
Masonry and Wall Repairs	\$ _____
Carpentry and Joinery	\$ _____
Ceiling Repairs and Painting	\$ _____
<u>Item 4 – Building Exterior</u>	
Hydraulics – Service removal	\$ _____
Wall Repairs and Refacing	\$ _____
Replacement Downpipes	\$ _____
Repairs to fencing	\$ _____

PART FIVE – COMPLETE AND RETURN THIS PART

Item 5 – Room 2

Demolition & masonry reconstruction	\$ _____
Carpentry & Joinery	\$ _____
Painting	\$ _____
Electrical	\$ _____

Item 6 – Main Room

Demolition	\$ _____
Carpentry & Joinery	\$ _____
New door and track	\$ _____
Painting	\$ _____
Electrical – Ceiling Fans	\$ _____
Mechanical – New AC	\$ _____

Item 7 – Floorcovering

Main Room	\$ _____
Rooms 1 & 2	\$ _____
Store 2	\$ _____

Item 8 – North Gable

Carpentry & making good	\$ _____
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Item 9 – Electrical

Re-wire and new bakelite	\$ _____
New DB	\$ _____
New Circuits	\$ _____
New Light Fittings	\$ _____

Item 10 – External Painting

Timberwork	\$ _____
Masonry walls	\$ _____

Item 11 – Store 2

Masonry and wall repairs	\$ _____
Carpentry and Joinery	\$ _____
New Ceiling	\$ _____
Painting	\$ _____

PART FIVE – COMPLETE AND RETURN THIS PART

Item 12 – Room 1

Demolition \$ _____

Carpentry and Joinery \$ _____

New Ceiling \$ _____

Painting \$ _____

Item 13 – Security Screens

Fixed Screens \$ _____

VALUE OF WORK \$ _____

GOODS AND SERVICES TAX \$ _____

TENDER SUM \$ _____

PART FIVE – COMPLETE AND RETURN THIS PART

5.5 Additional Information

<p>Organisation Profile</p> <p>Attach a copy of your organisational structure and provide background information on your company and label it Organisation Structure</p> <p>If companies are involved, attach their current ASIC company extracts search including latest annual return and label it “ASIC Company Extracts”</p>	<p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Referees</p> <p>Attach details of your referees and label it “Referees”. You should give examples of your work provided for your referees where possible.</p>	<p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Agents</p> <p>Are you acting for another party?</p> <p>If Yes, attach details (including name and address) of your principal and label it “Agents”</p>	<p>Yes / No</p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Trusts</p> <p>Are you acting as a trustee of a trust?</p> <p>If Yes, in an attachment labelled “Trusts”:</p> <ul style="list-style-type: none"> a) Give the name of the trust and include a copy of the trust deed (and any related documents); and b) If there is no trust deed, provide the names and addresses of beneficiaries. 	<p>Yes / No</p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Subcontractors</p> <p>Do you intend to subcontract any of the requirements?</p> <p>If Yes, In an attachment labelled “Subcontractors” provide details of the subcontractor(s) including:</p> <ul style="list-style-type: none"> a) The name, address and the number of people employed; and b) The requirements that will be subcontracted 	<p>Yes / No</p> <p>Tick if Attached</p> <p style="text-align: center;"><input type="checkbox"/></p>

PART FIVE – COMPLETE AND RETURN THIS PART

<p>Conflicts of Interest</p> <p>Will any actual or potential conflict of interest in the performance of your obligations under this contract exist if you are awarded the contract, or are any such conflicts of interest likely to arise during the Contract</p> <p>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 “Conflicts of Interest”</p>	<p>Yes / No</p> <p>Tick if Attached</p> <p><input type="checkbox"/></p>
<p>Health and Safety Instructions to Contractors</p> <p>Do you comply with the Health and Safety Instructions appendix issued with this request?</p>	<p>Yes / No</p>
<p>Financial Position</p> <p>Are you presently able to pay all your debts in full as and when they fall due?</p> <p>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?</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>In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Tick if Attached</p> <p><input type="checkbox"/></p>
<p>Insurances</p> <p>The insurance requirements for this Request are stipulated in the Annexure. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage”. A copy of the Certificate of Currency is to be provided to the Principal within ten (10) days of acceptance.</p>	<p>Tick if Attached</p> <p><input type="checkbox"/></p>

Annexure A

Formal Instrument of Agreement

THIS AGREEMENT made this _____ day of _____ 20 .

BETWEEN ('the Contractor') **[Insert Contractor's name]**
[Insert Contractor's address]
ABN **[insert Contractor's ABN]**

AND ('the Principal') *[Insert local government name]*
[Insert local government address]
Phone:
Email:
ABN:

Background

- A. The Principal issued a Request for Tender No. RFT3 2021 for Mingenew Railway Station Renovation (Request).
- B. The Contractor submitted a Tender dated **[XX]** in response to the Request (Tender).
- C. The Principal has accepted the Tender.

Operative Part

NOW THIS AGREEMENT WITNESSES and the parties hereto mutually agree as follows: -

1. Contract Documents

The following documents shall be deemed to form and be read and construed as part of the Contract confirmed by this Agreement:

- (a) the Request including but not limited to:
 - (i) the Conditions of Tendering;
 - (ii) the Specifications;
 - (iii) the General Conditions of Contract; and
 - (iv) the Annexures.
- (b) the Tender including but not limited to the Tender Form.
- (c) this Formal Instrument of Agreement.

Words and expressions used in this Agreement shall have the meaning given to them in the Request, unless otherwise stated.

PART FIVE – COMPLETE AND RETURN THIS PART

2. Contractor Obligations

In consideration of the matters agreed by the Principal in this Agreement, the Contractor will complete the Work under the Contract as described in the Request in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe by or on the part of the Contractor those provisions.

3. Principal Obligations

In consideration of matters agreed by the Contractor in this Agreement, the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfill comply with, submit to and observe all provisions, conditions, stipulation's and requirements and all matters and things expressed or shown in or reasonably inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.

4. Obligations joint and several

If any party to this Agreement consists of one or more persons and/or one or more Corporations, or two or more persons and/or two or more corporations, this Agreement shall bind such persons or Corporations (as the case may be) and their respective Executors, Administrators, Successors and Assignees, or permitted Assignees (in the case of the Contractor) jointly and severally and the persons and/or Corporations included in the term "Contractor" or the "Principal" in this Agreement, shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.

5. Entire agreement

This Agreement shall take effect according to its tenor, notwithstanding any prior Agreement in conflict or at variance with it, or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

6. Contractor default

Where the Contractor is unable or fails (for whatever reason except for acts of God or acts of war) to provide and complete the Work under the Contract during the period of this Contract, the Principal reserves the right to engage an independent contractor to have the Work under the Contract completed, and if the cost of the Work under the Contract provided by the independent contractor is more than the original tendered price, then the original Contractor will be debited with such costs.

7. Warranties

Each party represents and warrants to the other party that:

PART FIVE – COMPLETE AND RETURN THIS PART

- (a) it has full power and authority to execute the Contract and to perform its obligations under the Contract;
- (b) the Contract has been duly executed by it; and
- (c) the obligations undertaken by it and set out in the Contract are enforceable against it in accordance with their terms.

Executed as a Contract between

The Principal:

Chief Executive Officer
On behalf of the Shire of Mingenew

The Contractor:

EXECUTED BY **[insert company name]**
pursuant to Section 127 of the *Corporations Act*.

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary