

**Contract No: 2909\_2019-20\_QTB\_01**

**Mount Perry Shared Pathway**

Closing Date: 12th July 2019 (2 pm)

Contact Steven Ripper – Civil Works Manager

 Phone: Joseph Kim on 0428 271 894 for further information

**CONTENTS**

[PART 1 - CONDITIONS OF TENDERING 4](#_Toc531783515)

[1. DEFINITIONS 4](#_Toc531783516)

[2. STRUCTURE OF REQUEST FOR TENDER 5](#_Toc531783517)

[3. TENDER BRIEFING/SITE INSPECTION 5](#_Toc531783518)

[4. OBTAINING INFORMATION 5](#_Toc531783519)

[5. RESPONSIBILITIES OF TENDERER 6](#_Toc531783520)

[6. FORMAL REQUIREMENTS 7](#_Toc531783521)

[7. CONFORMING AND NON-CONFORMING TENDERS 8](#_Toc531783522)

[8. LODGEMENT OF TENDER 8](#_Toc531783523)

[9. OPENING OF TENDERS 9](#_Toc531783524)

[10. TENDER EVALUATION PROCESS 9](#_Toc531783525)

[11. CLARIFICATIONS AND VARIATIONS 10](#_Toc531783526)

[12. COMMISSIONS AND INCENTIVES 10](#_Toc531783527)

[13. CONFIDENTIALITY 10](#_Toc531783528)

[14. ACCEPTANCE OF TENDER 11](#_Toc531783529)

[15. RIGHT TO INFORMATION 12](#_Toc531783530)

[16. OWNERSHIP OF TENDERS 12](#_Toc531783531)

[17. POLICIES PARTICULAR TO THE PRINCIPAL 12](#_Toc531783532)

[PART 2 - CONDITIONS OF SUPPLY 13](#_Toc531783533)

[1. INTRODUCTION 13](#_Toc531783534)

[2. GENERAL 13](#_Toc531783535)

[3. INTERPRETATION OF TERMS 13](#_Toc531783536)

[4. CONTRACTORS RESPONSIBILITES 14](#_Toc531783537)

[5. PRINCIPAL’S RESPONSBILITIES 15](#_Toc531783538)

[6. WORK HEALTH & SAFETY REQUIREMENTS 15](#_Toc531783539)

[7. PLANT OPERATION REQUIREMENTS DURING SERVICE SUPPLY 17](#_Toc531783540)

[8. LOCATION OF SUPPLY – LIST OF REGIONS 17](#_Toc531783541)

[9. BREACH OF THE SPECIFICATIONS 17](#_Toc531783542)

[10. METHODS OF PAYMENT 18](#_Toc531783543)

[11. ENVIRONMENTAL PROTECTION LEGISLATION 18](#_Toc531783544)

[12. PLANT, EQUIPMENT AND EMPLOYEE REQUIREMENTS 19](#_Toc531783545)

[13. PROVISION OF PROOF OF LICENSES AND CERTIFICATES 19](#_Toc531783546)

[14. ANALYSIS OF TENDER AND REVIEW OF PERFORMANCE 19](#_Toc531783547)

[15. GOODS & SERVICES TAX (GST), AUSTRALIA BUSINESS NUMBER (ABN) 20](#_Toc531783548)

[16. ALTERATIONS TO THE SPECIFICATION 20](#_Toc531783549)

[17. LOWEST TENDER 20](#_Toc531783550)

[PART 3 - Construction Specification 21](#_Toc531783551)

[PART 4 - Offer Form 38](#_Toc531783552)

# PART 1 - CONDITIONS OF TENDERING

## DEFINITIONS

* 1. In these Conditions of Tender, except where the context otherwise requires:

**‘Closing Time’** means **2:00 pm, 12th July 2019** Australian Eastern Standard Time.

**‘Conditions of Tender’** means these Conditions of Tender.

**‘Confidential Information’** means any technical, commercial or other information, ideas, concepts, know–how, data, drawings, specifications or designs of any kind:

* Owned by the Principal and supplied or made available by the Principal to the Tenderer; or
* Created by the Tenderer, from the material supplied or made available to the Tenderer by the Principal for the purposes of submitting the Tender.

 **‘Contract’** means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

**‘Contract Price’** means: the sum which is stated in the Contract to be payable to the Contractor for the successful completion of the Mount Perry Shared Pathways Project.

**‘Contractor’** means the party whose Offer to supply the Goods and Services is accepted by the Principal (by Letter of Acceptance).

**‘General Conditions of Contract’** means AS2124 - General Conditions of Contract, copies of which can be acquired through Standards Australia.

**‘GST’** means the goods and services tax under the GST Act.

**‘GST Act’** means *A New Tax System (Goods and Services Tax) Act 1999* and includes other GST related legislation.

**‘Letter of Acceptance’** means a letter from the Principal to the Contractor advising the Contractor of the Principal’s acceptance of the Offer.

**‘Local Government’** means a local government for a local government area declared by regulation under the *Local Government Act 2009*.

**‘Principal’** means **North Burnett Regional Council**

**‘Relevant Person’** means the Tenderer and each person engaged in the preparation of a Tender on behalf of the Tenderer.

**‘Request for Tender’** or **‘RFT’** see Clause 2.1.

**‘RTI Act’** means the *Right To Information Act 2009*.

**‘Specification’** means the Specification comprising Part 2 of the Request for Tender, including any amendment or addition to the Specification.

**‘Tender’** means a tender lodged in response to the Request for Tender.

**‘Tenderer’** means any person lodging a Tender.

**‘Tender Response’** means the Tender Response comprising Part 3 of the Request for Tender, including any templates or attachments to be completed and included in a Tender.

## STRUCTURE OF REQUEST FOR TENDER

* 1. The documents comprising the Request for Tender are, collectively:
1. Part 1 – Conditions of Tender (read and keep this part); and
2. Part 2 – Project Specification (read and keep this part); and
3. Part 3 – Construction Specification (read and keep this part); and
4. Part 4 – Tender Response which, when completed by the Tenderer, comprises the Tender of the Tenderer (complete and return this part).
	1. All parts of the Request for Tender must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of priority from document (a) to (d) as follows:
5. Conditions of Tender;
6. Specification;
7. General Conditions of Contract;
8. Tender Response.
	1. The Request for Tender is not an offer. The Request for Tender is an invitation for persons to submit an offer for the works particularised in the Specification.

## TENDER BRIEFING/SITE INSPECTION

* 1. A pre tender meeting has been arranged for 8:00 am on Monday 24th June 2019 at Heusman Street Mount Perry in front of the Mount Perry Health Centre. The pre tender meeting is compulsory. Persons wishing to attend are to advise Joseph Kim prior to the pre tender meeting via email. Please email Joseph.Kim@northburnett.qld.gov.au

## OBTAINING INFORMATION

* 1. The Principal will provide the Tenderer with the Request for Tender. No fee is payable for the supply of the Request for Tender.
	2. Any additional information required by a Tenderer may be obtained through the Contact Person.
	3. Tenderers must not direct requests for information to, or seek to discuss the Request for Tender process with, any Councillor or officer of the Principal other than the Contact Person.
	4. The Principal will not be bound by any advice or information furnished by a Councillor or officer of the Principal with respect to the Request for Tender.
	5. Written information provided to the Tenderer by or on behalf of the Principal:
1. will be provided for the convenience of the Tenderer only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and
2. is not warranted or represented by the Principal as accurate, correct or adequate.
	1. If the Principal makes information available to a Tenderer, the Principal reserves the right to distribute the information to each Tenderer who has obtained a copy of the Request for Tender from the Principal.
	2. If requested by the Principal, the Tenderer must:
3. provide further information relating to the Tender; and
4. give a presentation at a time and place nominated by the Principal:
5. to demonstrate the Tenderer’s financial substance, technical capabilities and resources; and
6. to demonstrate its ability to comply with the terms and conditions of the Contract; and
7. in relation to anything else relative to the Tender; and
8. allow the Principal and its agents to inspect any facility or equipment the Tenderer proposes to use in complying with the terms and conditions of the Contract; and
9. authorise the Principal and its agents (in writing, if required) to contact any referee nominated by the Tenderer; and
10. authorise the Principal (in writing, if required) to obtain information about the Tenderer, particularly information relevant to the Tenderer’s ability to discharge the responsibilities of the Contractor under the Contract, from any third party the Principal considers may be able to provide that information.
	1. The Principal may provide information to Tenderers in electronic format, in addition to the hard copy format.
	2. Where there is an inconsistency between the information in the electronic format and the hard copy information, the latter prevails.

## RESPONSIBILITIES OF TENDERER

* 1. Before submitting its Tender, each Tenderer must:
1. carefully read and consider the Request for Tender and any other information made available by the Principal with respect to the Request for Tender and the process of tendering for the Contract; and
2. read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Request for Tender; and
3. inform itself of the nature of the obligations it must discharge under the Contract; and
4. inform itself of the labour, plant and equipment and other items necessary, suitable or desirable to enable the Tenderer to discharge its obligations under the Contract; and
5. not rely upon information provided by or on behalf of the Principal; and
6. independently verify any information provided by or on behalf of the Principal, and satisfy itself that the information is adequate and accurate; and
7. satisfy itself that the information in its Tender is accurate and complete; and
8. satisfy itself that its Tender complies in all respects with the requirements of the Conditions of Tender.
	1. In evaluating Tenders and determining with whom it will enter the Contract, the Principal will rely upon Tenderers having complied with the requirements of Clause 5.1.
	2. Failure to comply with any requirement in Clause 5.1 will not relieve the relevant Tenderer of responsibility to complete the Contract in accordance with its terms, and in particular, the price or rate tendered by the Tenderer.
	3. The Principal will not be responsible for the payment of any expenses or losses incurred by the Tenderer in:
9. attending any briefing or site inspection under Clause 3; or
10. preparing and lodging its Tender; or
11. participating in any post Tender activities.
	1. A Tender will not be considered if the Tenderer or anybody on its behalf offers or gives anything to:
12. any Councillor of the Principal; or
13. any officer or agent of the Principal,

as an inducement or reward that could influence the actions of the person in relation to the Tender.

## FORMAL REQUIREMENTS

* 1. The Tender must be submitted in writing in the form of the Tender Response.
	2. The Tender Response must be fully completed, and include all supporting documents and materials required by both the Conditions of Tender and the Tender Response.
	3. The Tender Response must contain the Tenderer’s:
1. full name; and
2. Australian Business Number; and
3. address and facsimile number for the service of notices.
	1. If the Tenderer operates as a firm, the Tender Response must contain:
4. the full names and addresses of each member of the firm; and
5. the business name under which the firm trades; and
6. the firm’s address and facsimile number for the service of notices; and
7. the firm’s Australian Business Number.
	1. If the Tenderer is a corporation, the Tender Response must contain details of the corporation’s:
8. name; and
9. business name (if applicable); and
10. Australian Business Number; and
11. registered office; and
12. address and facsimile number for the service of notices; and
13. the name, telephone number and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Tender.
	1. If the Tenderer is a consortium or a joint venture, the Tender Response must contain details of:
14. the name of each member; and
15. the structure of the consortium or joint venture, including the proposed managerial structure; and
16. the role to be played by each member in complying with the terms and conditions of the Contract; and
17. in the case of a consortium, the member who is to be the principal contractor on behalf of the consortium.
	1. The Tender Response must be duly executed in a manner that binds the Tenderer.
	2. The Contract Price in the Tender Response must be:
18. in Australian dollars; and
19. unless otherwise specified in the Tender Response, GST inclusive.
	1. A Tenderer must provide three executed copies of its Tender (one to be marked “ORIGINAL” and each other to be marked “COPY”.) Any cover letter, attachment, brochure or pamphlet which forms part of a Tender must be attached to both the original and each copy of the Tender.
	2. The Tenderer must:
20. securely attach (for example, by bulldog clip), but not bind or staple, the original of its Tender; and
21. bind each copy of its Tender; and
22. number consecutively each page of its Tender; and
23. include an index in the Tender.
	1. The identity of the Tenderer is fundamental to the Principal. For the purposes of a Tenderer’s Tender, the Tenderer is the person, persons, corporation or corporations:
24. who is named as the Tenderer in the Tender Response; and
25. who has duly executed the Tender Response in a manner that binds the Tenderer.
	1. The Tenderer must supply in addition to that requested, certified documents that show the tenderer has all relevant licences, authorities and certificates, required to perform the required task, which are current to the end of the contract.

## CONFORMING AND NON-CONFORMING TENDERS

* 1. A Tenderer may lodge non-conforming Tenders only if it has lodged a conforming Tender.
	2. Each non-conforming Tender must be accompanied by a clear summary of all points of difference between the non-conforming Tender and the conforming Tender.
	3. Each non-conforming Tender must be submitted on a separate Tender Response.
	4. A Tender may be considered as non-conforming if the Tenderer has failed to supply any of the information required by the Conditions of Tender, does not comply with any of the requirements of the Conditions of Tender or has been lodged subject to any condition or qualification.
	5. If more than one conforming Tender is lodged, each Tender must be accompanied by a clear summary of all points of difference between each conforming Tender.
	6. The Principal will not be obliged to consider any Tender that does not comply with the requirements of the Conditions of Tender.

## LODGEMENT OF TENDER

* 1. Each Tender must be submitted in a sealed envelope, addressed to:

 “Chief Executive Officer

 North Burnett Regional Council”,

and clearly marked with the number and title of the Tender as shown on the front cover of the Conditions of Tender.

* 1. Tenders must be lodged in the container marked “Tender Box” at:

 34-36 Capper St (Postal Address – P.O. Box 390)

 Gayndah Qld 4625

* 1. Where a Tenderer lodges a non-conforming Tender:
1. the conforming and non-conforming Tenders must be submitted in separate envelopes; and
2. the non-conforming Tender must be clearly marked, “ALTERNATIVE TENDER” (in addition to being clearly marked in accordance with Clause 8.1).
	1. Tenders must be in the Tender Box by the Closing Time.
	2. The Principal may extend the Closing Time at its discretion.
	3. The Principal reserves the right to consider a Tender which is not in the Tender Box by the Closing Time if, in the opinion of the Principal, there is satisfactory evidence that:
3. the Tender was dispatched by prepaid post or courier service in sufficient time to effect delivery to the Tender Box by the Closing Time under normal circumstances; and
4. at the Closing Time the Tender was still in the course of delivery.
	1. A Tender will not be accepted if it is submitted only:
5. electronically; or
6. by facsimile; or
7. electronically and by facsimile.
	1. A Tenderer must not alter or add to the Tender Response unless required by the Conditions of Tender.
	2. A Tender is irrevocable for 90 days after the Closing Time.
	3. The period in Clause 8.9 may be extended by mutual agreement between the Tenderer and the Principal.
	4. Each Tender constitutes an offer by the Tenderer to the Principal for the design and construction of the replacement bridge required under and otherwise to satisfy the requirements of, the Specification on the terms and conditions of the Contract.

## OPENING OF TENDERS

* 1. Tenders will be opened after the Closing Time.
	2. Tenders **will not** be opened publicly.

## TENDER EVALUATION PROCESS

* 1. Tenders will be evaluated by reference to the criteria in section 106 (3) of the *Local Government Act 2009*, namely:
1. open and effective competition;
2. value for money;
3. encouragement of the development of competitive local business and industry;
4. environmental protection;
5. ethical behaviour and fair dealing.
	1. Each Tender will be evaluated using the information provided in the Tender Response.
	2. If a Tender Response for a Tender is not fully completed or does not include all supporting documents and materials required by the Conditions of Tender or the Tender Response, the Tender may be rejected.
	3. In evaluating Tenders, the Principal may:
6. require presentations from Tenderers; and
7. conduct interviews with Tenderer’s staff and subcontractors; and
8. contact Tenderers’ referees; and
9. investigate a Tenderer’s structure and management, and that of any relevant subsidiary or related corporation; and
10. make its own assessment of the Tenderer’s ability to comply with the terms and conditions of the Contract at the tendered price; and
11. verify that the Tenderer holds all necessary permits, licences, approvals and certifications necessary to enable it lawfully to comply with the terms and conditions of the Contract.
	1. Tenderers must give the members of the evaluation panel of the Principal any cooperation and assistance reasonably requested of them to facilitate consideration of their Tenders.
	2. Compliance criteria for the Request for Tender are specified in Item 3.1 of the Tender Response. Each Tender will be assessed on a Yes/No basis as to whether each of the compliance criteria is satisfied by the Tenderer or not. If a Tender Response is assessed as “No” in respect of a criterion, the Tender may be rejected.
	3. Qualitative criteria for the Request for Tender are specified in Item 3.2 of the Tender Response. The qualitative criteria may be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the design and construction. Each Tenderer must address each of the qualitative criteria specified in Item 3.2 of the Tender Response. If a Tenderer fails to address any of the qualitative criteria in Item 3.2 of the Tender Response, its Tender may be rejected.

## CLARIFICATIONS AND VARIATIONS

* 1. The Principal may issue to Tenderers before the Closing Time:
1. additional information; and
2. information clarifying or correcting information previously provided,

to assist them in preparing their Tenders.

* 1. If the Principal issues information to Tenderers under Clause 11.1, each Tenderer must take the information into account in the preparation of its Tender.
	2. After the Closing Time, the Principal may (without limiting its options):
1. request clarification or further information from any Tenderer; and
2. invite all Tenderers to change their Tenders in response to an alteration to the Specification or any of the terms and conditions of the Contract; and
3. negotiate with one or more Tenderers upon any aspect of their Tenders.

## COMMISSIONS AND INCENTIVES

* 1. A Tender will not be considered if anybody offers or gives anything to a Councillor of the Principal, or any officer or agent of the Principal, as an inducement for the purpose of seeking to influence the manner in which the Tender is evaluated or the Contract awarded.

## CONFIDENTIALITY

* 1. The Tenderer:
1. acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times the property of the Principal; and
2. must not use the Confidential Information for any purpose other than preparing its Tender; and
3. must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent that) copying is necessary to enable it to prepare its Tender; and
4. must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Tender to be prepared; and
5. must obtain the Principal’s written consent before disclosing Confidential Information to a person other than a Relevant Person.
	1. The consent of the Principal to disclosure of the Confidential Information by the Tenderer may be given or withheld on such terms and conditions as the Principal considers appropriate.
	2. The Tenderer’s obligation under this Clause 13 continues after closure of tenders and award of the Contract.
	3. The Principal reserves the right to retrieve from a Relevant Person any Confidential Information held by that person, subject to the Principal having given written notice to the Tenderer in writing that the Relevant Person is to be denied access to the Confidential Information.
	4. Failure or delay by the Principal in enforcing strict compliance with this Clause 13 or pursuing a remedy under this Clause 13 will not constitute a waiver or implied variation of the entitlement or remedy.
	5. This Clause will not apply to an item of Confidential Information where the Tenderer can establish that:
6. the item has been transferred to the public domain through no fault of the Tenderer; or
7. the item was already in the Tenderer’s possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal; or
8. it has received from the Principal written notification that the Principal no longer requires the Tenderer to keep the item confidential.

## ACCEPTANCE OF TENDER

* 1. The Principal will not be bound to accept the lowest or any tender.
	2. The Principal may accept a Tender from a Tenderer by giving written notice in the form of a Letter of Acceptance to the Tenderer who submitted the Tender to the Principal.
	3. The Contract will not come into existence until the Principal has given written notice in the form of a Letter of Acceptance to the Tenderer.
	4. When the Contract comes into existence the Tenderer becomes the Contractor for the purposes of the General Conditions of Contract.
	5. The Principal reserves the right to accept a Tender in part or in whole.

## RIGHT TO INFORMATION

* 1. The Tenderer acknowledges that:
1. the RTI Act entitles members of the public to access documents held by Local Governments, including documents created by private entities; and
2. nevertheless, access to exempt matter may be denied.
	1. The Tenderer must familiarise itself with the relevant provisions of the RTI Act dealing with what material must be disclosed and what information is exempt matter and may be withheld from disclosure.
	2. The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Tenderers concerning the content or effect of the RTI Act.
	3. Where a Tender contains:
3. material concerning the personal affairs of a person, living or dead; or
4. trade secrets; or
5. material (other than trade secrets) that is commercially valuable to the Tenderer; or
6. other material confidential to the Tenderer,

the Tenderer must identify that material in the Tender as confidential.

* 1. Material not clearly identified in the Tender as confidential may be disclosed, without reference to the Tenderer, to any person who applies for disclosure under the RTI Act.
	2. In any event, the Principal reserves the right to disclose, in response to an application under the RTI Act, any material contained in or accompanying the Tender, including material identified in the Tender as confidential.

## OWNERSHIP OF TENDERS

* 1. Each Tender Response (including all supporting documentation and materials submitted by a Tenderer as part of, or in support of, a Tender) becomes the property of the Principal on submission and will not be returned to the Tenderer.
	2. However, the Tenderer shall retain copyright and other intellectual property rights in respect of the Tender except to the extent specified in the Contract.
	3. The Principal may reproduce the Tender for the purposes of evaluation.
	4. Under the Information Privacy Policy, the information that you have provided will be used for the purpose of assessing your request/tender and will not be disclosed to any third parties without your written or verbal authorization unless we are required to by law.

## POLICIES PARTICULAR TO THE PRINCIPAL

* 1. Tenders will be evaluated by reference to criteria which are particular to the Principal as follows:
1. North Burnett Regional Council Procurement and Purchasing Policy

#

# PART 2 - CONDITIONS OF SUPPLY

**CONTRACT NO: 2909\_2019-20\_QTB\_01**

**FOR: Mount Perry Shared Pathway**

1. INTRODUCTION

North Burnett Regional Council intends to contract for the Mount Perry Shared Pathway project, comprising:

* Excavation and disposal of existing footpath and/or kerb
* Construction of reinforced fibre concrete footpath (footpath construction to include the installation of Connolly Key Joints in the footpath at least every 15m with a tooled joint every at least every 3 m)
* Construction and backfilling of new kerb, channel and footpath as per the attached standard
* Reinforced concrete driveway construction
* Traffic and pedestrian control measures.

2. GENERAL

These “Conditions of Supply” and the “Construction Specification”, together with the conditions stated in the ‘Offer Form’, shall constitute the conditions which relate to the construction works for North Burnett Regional Council or their authorised representatives (hereinafter referred to as the “Principal”) during the term of this contract.

The scope of works is generally described as follows:

1. supply of material, fittings and fixtures as required to undertake nominated works,
2. setting up of level lines as detailed, etc,
3. checking the location of existing infrastructure above, on and below ground,
4. supply of all labour, plant, equipment, resources to complete the nominated works including additional/improved backfill (if required) etc,
5. construction of concrete structures to required standards,
6. connection of new works to existing works.

Notwithstanding the above, the cost of restoration of any existing assets damaged unnecessarily in the undertaking of the works shall be recovered from the contractor. This includes damage to other underground services.

3. INTERPRETATION OF TERMS

In these conditions of supply, in the offer form and in any other notice or other correspondence issued pursuant to the contract evidenced by the signing of the Offer Form by the Owner and/or the issuing of a North Burnett Regional Council purchase order by the Principal, the following words shall have the meanings hereby assigned to them:

***Principal*** *-* shall mean the North Burnett Regional Council or their authorised representatives.

***Construction*** - shall mean site establishment, supply of all labour, equipment, tools, plant and materials and undertake the set-up and construction of works as specified

***Overtime Periods*** - shall mean the periods of time outside the standard working time, during which plant is required to operate.

***Contractor*** - shall mean the contractor or their authorised representative.

***Rise & Fall*** - The Contract price shall be fixed and firm and not subject to rise and fall whatsoever.

***Superintendent*** - organisation/person appointed by the Principal to manage works under this contract. Where no specific appointment is noted, the Superintendent shall be North Burnett Regional Council with the General Manager Works acting as the Superintendent’s Representative.

###

4. CONTRACTORS RESPONSIBILITES

#### The Contractor’s responsibilities under the contract shall be as follow:

* 1. Be satisfied that the work is clearly defined and within the capability of the contractor.
	2. Deliver the all necessary labour, equipment, tools and plant, consumables, construction materials to the work site in time for the commencement of work at the time agreed at the time the order is placed.
	3. Ensure that the construction works are set-up and constructed in a workmanlike fashion in accordance with the Construction Specification.
	4. Take all reasonable care to protect the workers and works during the period on site including ensuring appropriate WHS compliance and ensuring approved traffic control is in place and maintained.
	5. Ensure that fittings and fixtures supplied comply with the relevant Australian Standard and Water Supply Association Codes where applicable.
	6. Pay all wages and allowances due to employees and personnel and insure them in accordance with the requirements of the Workcover Queensland.
	7. Comply with all Laws of the State of Queensland and regulations of the North Burnett Regional Council, in so far as these laws and regulations relate to the works.
	8. Comply with North Burnett Regional Council’s Code of Conduct for Employees in regard to conduct by hirer and their operators whilst involved in activities related to work under the contract.

 Council considers that the maintenance of a good relationship with the public is an essential part of this Contract. Therefore, if, in the opinion of the authorised person, the contractor fails to maintain a co-operative and professional relationship with the public, the contractor shall be deemed to have failed to have met the obligations under the Contract and the Principal may, in writing, terminate the Contract.

* 1. Hold a Public Liability Insurance Policy of a minimum value of $10,000,000 to indemnify the Principal against any demands, claims and costs whatsoever which may arise as a result of injury or death to persons or damage to property caused by:
		1. The actions of the operator.
		2. Any malfunctioning of the plant or works which may occur during or following construction.

***Note: Proof of this indemnification shall be supplied with this Tender.***

5. PRINCIPAL’S RESPONSBILITIES

###### The Principal shall be responsible under the contract as follows:

5.1 Inspect and accept/reject delivery of the pipes, fixtures, fittings, material and work at the delivery / construction location.

5.2 Accept that the contractor should not operate under conditions and/or in situations, which are dangerous for the operator or their employees which could possibly result in personal injury of poor construction.

5.3 Subject to alternative provisions of these conditions, give adequate notice to the contractor regarding termination of supply.

### 6. WORK HEALTH & SAFETY REQUIREMENTS

**6.1 Legislative Compliance**

North Burnett Regional Council’s Work Health and Safety (WH&S) policies and requirements shall apply on works under this contract unless the contractor has a comprehensive policy and associated procedure verified by North Burnett Regional Council as acceptable. The contractor or supplier engaged to perform a service or supply of goods or services will at all times identify and exercise all necessary precautions for the Work Health and Safety (WH&S) of all persons who may be affected by the services or goods provided.

The Contractor shall develop a safe system of work for their activities so as not to place at risk the contractor’s own employees, any other workers and the general public at the workplace by their activities.

The contractor must comply with all relevant enactments, associated WH&S Regulation Standards, Codes of Practices and North Burnett Regional Council WH&S policies and procedures which are in any way applicable to this contract, or the performance of the services under this contract.

**Responsibilities**

 The contractor has an obligation to take all practicable steps to ensure the WH&S of its employees, sub-contractors and their employees and other people (not employees) who may be affected by the contractor’s work practices.

**Training and Supervision**

 The contractor must ensure that all their workplace employees are competent in the work being undertaken or are working under the direct supervision of a competent employee.

 The contractor will provide the employees with information and supervision about hazardous work processes or materials.

**Incident Notification**

 The contractor is required to report any serious bodily injuries or dangerous events to the relevant authority within the specified time frame.

 In addition, the contractor must promptly notify North Burnett Regional Council of any accident, injury, lost time incidents and property or environmental damage, which occurs during the carrying out of the contract work.

 The contractor must within 3 days of any such incident provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future.

**Non-Compliance**

 If during the performance of work under the contract North Burnett Regional Council informs the contractor that it is of the opinion that the contractor is:

* + - * Not conducting the work in compliance with the WH&S Legislation or relevant policies and procedures; or
			* Conducting the work in such a way as to endanger the health and safety of the contractor’s employees, North Burnett Regional Council employees or the general public,

 North Burnett Regional Council may direct the Contractor to remedy the breach of WH&S within a set time or may direct the Contractor to suspend work until such time as the contractor satisfies North Burnett Regional Council that the work will be resumed in a safe manner (Procedures and forms for non-compliance would apply).

 If the contractor fails to rectify any breaches of health and safety for which work has been suspended, or if the Contractor’s performance has involved recurring breaches of WH&S, North Burnett Regional Council will notify Workplace Health and Safety Queensland and may request an inspection visit of the workplace or may terminate the work forthwith, depending on the severity of the issue.

**6.2 Safety Control of Works**

######  *Contractor is the Principal Contractor*

1. On acceptance of the tender offer and advice of being placed on the register, the Contractor, on the first occasion of service commission, shall be required to provide a Contractor’s acknowledgement of North Burnett Regional Council’s General WH&S Requirements.

1. Contractors shall comply with all relevant Federal, State and Local Laws, rules and regulations, as amended from time to time and any direction given by a competent authority arising from such laws, rules and regulations - without limiting the generality of the foregoing. The Contractor shall apply for and pay any fees for any permits or licences required and shall only engage qualified staff in any restricted occupation.
2. Contractors, their agents and employees shall ensure that all work under this contract is performed in such a manner that no hazard or risk of injury or damage exists to their employees or property, Council employees and the public. Risk management principles are to apply in consideration of the *Work Health and Safety Act 2011* and *Environmental Protection Act 1994.*
3. Contractors shall obey any reasonable safety direction of the Council, or its representatives and shall, where applicable, conform to North Burnett Regional Council's Safety Policies and Procedures. No action by Council or the Superintendent, including the giving of any directive, shall relieve Contractor of any obligation under this Contract or at Law.
4. Contractor's staff entering any Council operational area shall obey all Council safety policies / procedures / rules for that area and any direction given by North Burnett Regional Council or its agents.
5. Contractors shall ensure that no interruption occurs to North Burnett Regional Council's operations, in particular interruption to water or electricity supply, without first obtaining permission of the North Burnett Regional Council or its agents. Authorisation to do so is generally from an on-site manager or supervisor.
6. Contractors shall fully comply with their statutory obligations to insure themselves and to keep themselves insured against all sums for which, in respect of any injury to a worker employed by him/her, he/she may become legally liable by way of:

 (a) Compensation under the *Workers’ Compensation and Rehabilitation Act 2003* and subsequent amendments;

 (b) Damages arising under circumstances which create, independently of the Act, a legal liability in the employer to pay damages in respect of the injury.

 (c) Consumer Protection Liability Cover.

 Proof of such insurance must be made available to the Principal prior to commencement of work under the Contract.

8. Where the Contractor supplies equipment, machinery, vehicles or tools in the course of performing the work, it is the responsibility of the Contractor to ensure that all such equipment complies fully with all relevant statutory requirements, Codes of Practice and Australian Standards. The Contractor must also maintain all such equipment of the appropriate standard for the duration of the supply or contract period and ensure operators are appropriately licensed and competent to operate.

**6.3 High Risk Work and Work Method Statements**

All contractors shall provide and comply with Work Method Statements for any high risk work being undertaken. Where the contractor’s Work Method Statement is not accepted by Council due to the specific work site issues, the works will be undertaken in accordance with the Council’s own Work Method Statement.

7. PLANT OPERATION REQUIREMENTS DURING SERVICE SUPPLY

The operator of any plant shall possess the appropriate Certificate of Competency as required by the *Work Health and Safety Act 2011*.

8. LOCATION OF SUPPLY

The construction works is limited to the following locations:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Asset Name | Location | LHS/ RHS | Chainage Start | Chainage End | Length | Width | Town |
| Kerb Ramp | Cnr Annie Street and Heusman Street | RHS | 1.35 | 1.35 | 4m | 4m | Mount Perry |
| Shared Pathway | Heusman Street | RHS | 1.47 | 2.38 | 950m | 2.5m | Mount Perry |

1. BREACH OF THE SPECIFICATIONS
	1. If the Contractor fails to comply with any of the conditions of the Specifications or performs unsatisfactorily as determined reasonably by the Council, the Council may:
		1. Order the Contractor to stop work, and/or;
		2. Terminate the supply immediately; and/or;
		3. Only pay the Contractor up to the time of termination of the supply.
	2. If the Contractor fails to maintain supporting documentation, Council may order the Contractor to stop work.
	3. Council reserves the right to refuse to engage any contractor, or employee of a contractor, which proves to be unreliable or lack competence in the work activity, is in anyway unsuitable for the purpose for which they are hired, or in the Council’s reasonable opinion are working unsatisfactorily.

 9.4 If Plant or tools quality or performance is unsatisfactory and causes delay or poor workmanship, the Council may:

9.4.1 Instruct the Contractor to supply / utilise other appropriate plant or tools: or;

* + 1. Cancel the supply and arrange supply from another Contractor.
	1. Council will inspect plant, tools and the work of the Contractor on a regular basis to ensure that the Contractor meet Council standards. Plant, tools and employees not meeting the standards may be asked by the Council to leave or be removed from the job site.
1. METHODS OF PAYMENT
	1. The Contractor shall submit monthly progress payments for the work completed for that period, and these claims will be certified by a Council representative.
	2. Claims shall be endorsed by both the Contractor’s representative and the Principal’s representative.
	3. The amount of charges shall be calculated using the tendered amounts and the percentage of work completed.
2. ENVIRONMENTAL PROTECTION LEGISLATION
	1. The Owner, including his employees and agents, shall at all times comply with the provisions of the *Environmental Protection Act* and *Regulations 1994* and site specific controls implemented by the Principal.
	2. Council recognises the ideals of sound environmental management for its works and that of its contractors.
	3. The contractor must have sound management policies and practices in place and be sensitive to public expectations in these matters.
	4. Particular care should be exercised in carrying out Council work, and obligations shall be fulfilled in relation to the management of:

|  |  |
| --- | --- |
| * Noise
 | * Chemical spills
 |
| * Dust
 | * Site run-off
 |
| * Nuisance lighting
 | * Other contaminants
 |

All environmental impact issues are to be assessed as part of the initial site set up using standard risk management processes and all environmental incidents are to be reported immediately to Council.

1. PLANT, EQUIPMENT AND EMPLOYEE REQUIREMENTS
	1. Condition of plant & equipment

Plant Equipment and attachments offered shall:

* + 1. Be in sound mechanical / operational condition
		2. Carry the appropriate certificates of registration (including design registration) as may be required by the *Work Health & Safety Act 2011*.
	1. Employees shall:

At all times, carry and produce upon demand, their Certificate of Competency relevant to any particular item of plant, equipment or attachment that they are operating. Such certificate(s) shall be shown to the Superintendent (or their delegate) upon demand whilst at a Council workplace.

1. PROVISION OF PROOF OF LICENSES AND CERTIFICATES

Notwithstanding the owner’s responsibility to ensure appropriately skilled and certificated plant and equipment operators, proof of operator’s licences and certificates of competency may be requested to be provided prior to commencing the period of supply or at any time during the contract.

* 1. The contractor and their employees must:
		1. Produce proof that they have attended a generic safety induction program for the civil construction industry. Note: Site specific safety induction training may also be required to be undertaken.
		2. Have immediately available to him/her at least the following:

13.1.2.1 A high visibility garment (AS4602)

13.1.2.2 Steel toe capped safety footwear (AS2210)

13.1.2.3 Ear protection (AS1270)

13.1.2.4 Safety glasses (AS1337)

13.1.2.5 Safety helmet (AS1801)

13.1.2.6 Sunscreen (AS2604)

13.1.2.7 The above items shall be worn as appropriate for the task being undertaken, or as directed by workplace management.

1. ANALYSIS OF TENDER AND REVIEW OF PERFORMANCE

Performance is required to be in the manner of, and to the industry standards.

The following attributes will be taken into consideration in assessing tenders/tenderers both at the time of submission and in review of performance for continuation of listing on the register:

Customer Service

* Technical skills *(people, systems, equipment, capacity, specific abilities)*
* Relevant experience *(previous work of this type)*
* Track record of Company *(general reputation for work competence, capacity, compliance with industry standards).*

On Time Delivery

* Time Performance *(as proposed for project - likelihood of meeting it)*
* Response time from engagement (i.e. issues of works authority / purchase order)

Product Conformance

* Management *(organisation, acceptable insurances, economic stability, quality system, industry code)*
* *Ability to undertake works in accordance with specifications*
* *Ability to meet testing requirements*

Safety Performance

* Safety record of Contractor with WHS Qld
* Nature and implementation of an internal safety management system
* Management *(safety management system and supervision of workers)*

Supply Rate Price / Cost

* Price
* Local content *(number of permanent employees, number of skilled qualified staff etc.)*

To assist in analysis of the Tenders, please submit supporting documentation, such as employee curriculum vitae's, industry code, safety management plan, work method statements, etc. that may support the tender assessment.

1. GOODS & SERVICES TAX (GST), AUSTRALIA BUSINESS NUMBER (ABN)
	1. All prices given under this contract shall be exclusive of the Goods and Services Tax (GST).
	2. The tenderer shall supply their Australian Business Number (ABN) when submitting an offer under this agreement.
2. ALTERATIONS TO THE SPECIFICATION

Council reserves the right to invite Tenderers to change their tender as per Section 177(7) Local Government (Finance, Plans and Reporting) Regulation 2010. This may be necessary in response to a change in the tender specifications.

1. LOWEST TENDER

Council reserves the right not to accept the lowest or any tender.

# PART 3 - Construction Specification

**CONSTRUCTION SPECIFICATION – Mount Perry Shared Pathway Project**

### Scope of Work

This contract shall include everything required to complete the works including, but not limited to, supply of materials, freight, labour, plant hire and workers’ transport and accommodation. The contractor shall pay all associated costs such as the portable long service levy, insurances, etc.

The work proposed to be carried out under this contract includes but is not limited to:

* Excavation and disposal of existing footpath and/or kerb
* Construction of reinforced/fibre concrete footpath (footpath construction to include the installation of Connolly Key Joints in the footpath at least every 15m with a tooled joint every at least every 3 m)
* Construction and backfilling of new kerb, channel and footpath as per the attached standard
* Reinforced concrete driveway construction.
* Traffic and pedestrian control measures.

Note: There are no dump fees for disposal of existing concrete.

The delivery of the works will need to finalised and invoiced by 31 October 2019, however a works program/schedule will need to be provided by the successful contractor prior to the commencement of works.

Contractors will be required to notify NBRC 10 days prior to commencing any works at a location to allow NBRC to advise the community.

Council reserves the right to adjust this scope in accordance with the project budget.

1. **Fees, Notices and Regulations**

The Contractor shall give all notices required by law to North Burnett Regional Council (NBRC) and other authorities. The contractor shall comply with all relevant By-Laws, Local Laws and Planning Policies of NBRC.

1. **Work Health and Safety**

The Contractor will lodge the “Building and Construction Industry Notification and Payment Form” and will pay the combined levy and fee, if applicable. The combined levy and fee shall be included in the total lump sum tender amount and will be reimbursed to the contractor by North Burnett Regional Council when included with a project progress claim.

The contractor will complete the NBRC Work Health and Safety Induction.

1. **Quality Assurance**

The Contractor’s Quality System shall be certified by an authorised certification organisation based on AS/NZS ISO 9002 and AS/NZS ISO 9003. In the absence of a certified system, the Contractor shall have a system acceptable to Council.

The Superintendent or the Superintendent’s Representative shall be free to make inspections at any stage of the Contract. Should the Superintendent have any doubts about the effective implementation or maintenance of the Quality System, the Superintendent shall advise the Contractor in writing detailing concerns. Should the Contractor fail to provide a reply within seven (7) days which satisfies the Superintendent’s concerns, the Superintendent may require an independent audit of the quality system. The cost of such an audit shall be borne by the Contractor.

1. **Project Management Plan**

Upon acceptance of the tender, the Contractor shall prepare a Project Quality Plan covering all aspects of the contract. The Contractor shall submit the Project Quality Plan to the Superintendent within fourteen (14) days of issue of the letter of acceptance.

The Project Quality Plan shall include, but not be limited to the following:

* Programme
* Inspection and Test Plans
* Project organisational chart relative to this contract
* Environment Management Plan (EMP)
* Workplace Health and Safety Plan
* Traffic Management Plan

#### Inspection and Test Plans

The Inspection and Test Plans shall set out the tasks required to complete the contract in reasonable detail sufficient to demonstrate that the contract will be completed within the specified Contract duration. Critical path activities shall be highlighted.

The plan shall include:

* Task description
* Personnel responsible
* Task checklists and relevant procedures
* Details of Hold Points and Witness Points
* Test/inspection program
* Acceptance criteria
* Quality records

#### Mandatory Hold Points

A Mandatory Hold Point is a stage in the work process where further work shall not proceed until mandatory verification has been provided by the nominated party.

Mandatory hold points requiring approval of the Superintendent to proceed include:

* Mobilisation to site
* Removal of any trees (can only be removed if approved by NBRC)
* Immediately post removal of existing footpaths, kerb and channel
* Immediately after foundation
* Following placement of reinforcement concrete footpath, kerb and channel.

#### Non-Conformance Reports

Non-conformance reports shall be forwarded to the Superintendent within 24 hours of completion of the relevant work item or detection of non-conforming work.

#### Subcontractors and Suppliers

The Contractor shall ensure that all subcontracted works and all materials supplied are in compliance with appropriate quality assurance standards in order to comply with the requirements of this Contract.

If requested by the Superintendent, the Contractor shall provide signed verification, and evidence of appropriate quality assurance for all sub-contracted work and items supplied under this contract.

#### Other

The Contractor shall make the following documentation available for review on request of the Superintendent:

* Quality procedures
* Work procedures
* Quality records.

A summary of the quality records shall be submitted to the Superintendent prior to Practical Completion. The summary shall include the following:

A listing of the non-compliances identified

* Corrective and preventative actions taken
* Close out
* Acceptance details.
1. **Possession of Site**

Contractor will be notified of being given possession of the site in writing by the Superintendent.

Possession of the site shall not be given until the Contractor has:

* Provided proof of insurances
* Provided an approved Project Management Plan (where required)
* Submitted the “Building and Construction Industry Notification and Payment Form”, where applicable
1. **Working Hours and Working Days**

The working hours and working days for the Contract shall be Monday to Friday inclusive, except public holidays and restricted to between 7.00am and 6.00pm.

Unless approved by the Superintendent, works shall not be undertaken outside of the normal working hours.

1. **Electric Power**

It is the Contractors responsibility under the contract to provide its own power supply. The costs associated with electricity supply shall be included in the lump sum.

1. **Potable Water**

The Contractor is responsible for cartage of any water required for the construction (dust suppression and compaction) and for consumption for personnel. NBRC has available metered standpipes for this purpose which can be hired to the Contractor. The costs associated with water supply shall be included in the tendered rates.

1. **Personnel Facilities**

The Contractor shall provide suitable mobile toilet facilities for its personnel. The costs associated with this shall be included in the tendered rates.

1. **Contractor Staff Qualifications**

It is essential that a high standard of workmanship is maintained during the contract. If, in the opinion of the Superintendent, contractors re performing unsatisfactory workmanship, they shall be removed from the project.

1. **Materials Supplied by the Principal**

All materials to be incorporated into the works shall be supplied by the Contractor unless stated otherwise on design drawings.

1. **Depot**

It will be the Contractor’s responsibility to negotiate an area for a temporary depot site if required.

The Contractor will fence the temporary depot for security. The Principal will take no responsibility for the security of any materials to be used for the Contract.

Prior to the issue of the Certificate of Practical Completion, the Contractor’s depot shall be dismantled and removed from the site including all fencing. The site will be left clean and tidy and any rectification work will be completed by the contractor to the satisfaction of the Superintendent and the property owner.

All costs association with a depot will be included in the tendered rates.

1. **Provision for Traffic Control**

Should a requirement exist for traffic control on any roads the Contractor shall submit a Traffic Management Plan a part of the Project Management Plan.

1. **Setting out Work**

The Contractor shall be responsible for setting out the work as detailed on the drawings prior to the commencement of work.

The cost of setting out as described above shall be included in the lump sum.

1. **Storage of Materials**

All materials shall be handled and stored in a manner that will prevent damage, deterioration or intrusion of foreign matter. In particular, cement shall be stored so as to be well ventilated and free from moisture, steel shall not be stored on the ground and PVC conduits shall not be stored exposed to sunlight for extended periods.

The Contractor shall take all steps necessary to ensure that existing lawns or footpaths and/or private property are not damaged by the placement of excavated material and the storage of construction materials and/or plant thereon.

The Contractor shall not dump any construction materials and/or excavation materials in such manner or places as to unduly hinder the free flow of traffic along any roadway/pathway.

1. **Location of Existing Services**

Prior to commencement of construction, the Contractor shall determine the exact location and level of all underground services that may be in conflict with the design of the proposed main by ‘pot holing’. Information may be obtained from Council operations personnel and records, but this may not be fully inclusive.

The Contractor shall notify the Superintendent of any existing services that are in conflict with the design of the main at least five (5) days prior to commencement of construction of the section affected.

The cost of determining the location and level of existing services shall be included in the tendered rates.

1. **Protection of Existing Services**

All damage caused by the Contractor to existing water, drainage pipes, sewers, electrical conduits or other works, or services shall be repaired at once by the Contractor at their own cost, to the satisfaction of the Superintendent and the authority concerned. The cost of protection and maintenance of existing works and services shall be included in the tendered rates.

1. **Removal or Relocation of Existing Services**

Where it is found necessary to remove, divert or cut into any sewer, drain, water main, service pipe, electric conduit or other existing work beyond the control of the Principal, the Contractor shall, with the written approval of the Superintendent, arrange for the removal or deviation of such existing works when necessary. The Contractor shall lay bare and clear around the said sewers, pipes, or other existing works, when and as directed, but they will be cut, removed, diverted or re-laid by the authorities respectively interested.

For any excavation or other work necessitated by the removal or diversion of any existing services as specified or directed, a variation will be negotiated based on the schedule of rates.

1. **Earthworks**

The Works described shall include all clearing and earthwork activities associated with the excavation, construction of embankments and other associated earthworks. The Contract Sum shall include excavation in all materials except where specifically provided in the Specification. No extra payment shall be made for excavation irrespective of the materials or conditions encountered.

Earthworks in fill includes:

* Preparation of areas upon which filling is to be placed.
* Construction of embankments.
* Backfilling of trenches

Where in the opinion of the Superintendent the material exposed after stripping on which embankments are to be constructed is unsuitable, such material shall be removed and replaced by approved fill material. Any soft or saturated areas shall be surface drained.

Fill and compact as follows:

* Scarify and recompact existing surface below fill to the specified compaction before placing first layer of fill.
* Compact each layer to the specified relative compaction before placing the next layer.

Should the material excavated under this Contract be insufficient in quality or quantity for filling, the Contractor shall procure additional materials of approved quality from some other source outside the limits of this Contract.

All fill areas shall be carefully packed and consolidated at the appropriate moisture content to not less than 95% of the maximum dry density in the case of cohesive material, and not less than 75% of the density index in the case of cohesion less material.

1. **Clearing, Grubbing and Mulching**

Trees, scrub, stumps and roots within 1.5 metres of the excavation, which are likely to damage or obstruct the work, shall be removed. The Contractor shall clear only the minimum width of swathe necessary for the construction. NBRC shall be notified of trees and shrubs to be removed. These can only be removed once approved by NBRC.

All vegetation cleared in the course of constructing the works shall be mulched or disposed of to the satisfaction of the Superintendent. Burning off of timber and vegetation shall not be permitted.

The Contractor shall take care not to disturb any bench marks or survey pegs during the clearing operations.

The cost of all clearing, grubbing and mulching shall be deemed to be included generally in the tendered rates.

1. **Alignment and Levels**

All work shall be constructed to the alignment and invert levels shown on any drawings or to such other alignments and invert levels as may be directed by the Superintendent during construction.

1. **Real Property Survey Pegs**

Any existing real property marks beyond the limits of earthworks or excavations under this contract, which are disturbed by the Contractor, shall be re-established by a registered surveyor at the Contractor’s expense.

1. **Existing Fences**

Fences, other than those specifically noted/approved for removal, shall be maintained at all times with special care taken to prevent straying of stock/animal off adjoining lands. Any fences damaged during the execution of the work shall be repaired immediately in an approved manner by the Contractor at this own expense. If fences are required to be cut or moved, the Contractor shall erect temporary fences as directed by the Superintendent.

Where fences are to be cut for access, wire shall be drawn tight to end posts, suitably strutted, and suitable gates provided, if directed, for closure after working hours or when no work is in hand on the site.

1. **Handling and Repair of Pipes and Fittings**

Pipes shall only be handled by sling or other suitable methods that will not damage the pipe/fitting coating or any internal lining. Any damage caused to either the coating or lining, no matter how slight, shall be repaired by the Contractor in accordance with the pipe/fitting manufacturer’s recommendations to the satisfaction of the Superintendent.

1. **Excavation**

“Excavation” shall mean and shall include removal of soil, sand, clay, all growth, timber, igneous, metamorphic and sedimentary rock, concrete, made ground and any other obstruction, material, matter and substance which require excavating. Excavation shall not be commenced on any portion of the works until, in the opinion of the Superintendent, sufficient materials are on site, together with the necessary appliances and plant to ensure the uninterrupted progress and continuance of the works after they have been commenced.

All excavations shall be made to the lines, grades and forms shown on the drawings or given by the Superintendent. Where excavation is carried out in sealed pavements, the paving at the limits of the excavation shall be cut prior to excavation with saws or other approved tools to near straight lines to facilitate restoration of the payment as close as possible to its original state. Where excavation is carried out across turfed or other areas of lawn the Contractor shall cut, remove and stockpile the turf for later relaying within the disturbed area.

All trenches shall be generally vertically sided, except that the Superintendent may approve of open-cut trenches in which the sides above a level of 300 mm over the top of the pipe, are battered from the vertical. Such approval by the Superintendent will not be given except for shallow trenches clear of structures and improvements and such approval shall in no way relieve the Contractor of his responsibilities under the requirement of the *Work Health and Safety Act 2011*.

If trenches are sheeted, the clear width between the inside faces of the vertical sheeting shall equal the trench width shown on the drawings. Trenches shall not be excavated wider than the trench width shown on the drawings except with the written approval of the Superintendent who will take into account the depth of trench, class of pipe and type of backfilling material.

The Contractor shall take such precautions as are necessary to ensure that all excavations are made in a careful manner and that they are rendered secure and safe by sheeting and/or other means. This should be in addition to any requirements of the *Work Health and Safety Act 2011*.

1. **Rock Excavation**

Should the Superintendent in his sole discretion consider that any material require ripping with a machine having a gross weight greater than 30,000 kg and a rated horse power greater than 164 kW, or requires breaking up with compressed air tools, then such excavation shall be rock excavation.

During excavation the Contractor may encounter layers of hard material which are able to be excavated with conventional earthmoving plant and this shall not be rock excavation.

1. **Payment for Excavation**

Payment for rock excavation will be made per cubic metre included in the tendered rate for construction. Where material is accepted by the Superintendent as rock (as per Clause 27 above), the additional cost of excavation shall be negotiated as a variation.

The scheduled rates shall include the cost of taking out and placing excavated material aside in temporary spoil banks beyond the actual sit of work, removing surplus spoil from the site and spreading as directed by the Superintendent at the spoil site, dewatering or any other means found necessary to secure solid foundations, shoring, refilling trenches and restoring surfaces.

1. **Acid Sulphate Soils**

Where directed, the Contractor shall be responsible for testing excavated material for the presence of acid sulphate soils and implementing appropriate treatment strategies to prevent negative impacts resulting from exposure to acidic soils. Testing for acid sulphate soils shall be carried out in general compliance with the following:

* State Planning Policy 2/02 Guidelines;
* Guidelines for Sampling and analysis of Lowland Acid Sulphate Soils (ASS) in Queensland.

Typically this will require that investigations be carried out at 50 metre intervals and soil samples taken and tested at 0.25 m depth increments. Soils samples taken from above RL 5.0 need not be tested. All trench excavation shall be returned to the trench or removed from site and reburied with two (2) days. Lime shall be mixed with excavated materials as it is extracted. The rate of lime application shall be assessed as excavation proceeds and adjusted as necessary to prevent acid conditions forming.

Any ground water pumped from the excavations with a pH of less than 6 shall be pumped to a holding pond containing granulated lime. Only water with a pH greater than 6 shall be discharges from the pond.

1. **Ground Water**

Where excessive ground water is encountered in the trench excavation, a variation shall be negotiated to cover dewatering.

 **Backfilling**

* 1. **General**

For the purpose of this specification, backfilling material shall consist of all material used in the trench above the bedding and surround material. The Contractor shall ensure that no trench is left unattended unless adequate barriers, fences and night-lights as may be necessary, in the opinion of the Superintendent, are provided for protection. Notwithstanding these requirements the Contractor shall accept full responsibility for any accident arising from the neglect of any necessary precautions. As soon as practicable after inspection and approval of beddings and surround, the remainder of the trench shall be backfilled. Trench backfill material shall be compacted as specified prior to pressure testing of the pipeline.

The backfilling shall be placed by approved methods that will ensure the required compaction without damage to the pipes. The required minimum compaction is as follows:

|  |  |  |
| --- | --- | --- |
| **Location** | **Cohesion less****Material Density****Index** | **Cohesive Material****Relative Compaction****(Modified)** |
| **Bottom of Trenches** | 70% | 90% |
| **Bedding Material** | 70% | 90% |
| **Trench Backfill in Road and Paved Areas** |  |  |
| (a) Backfill material to 0.5m depth below sub-grade | 70% | 90% |
| (b) Backfill material within 0.5mbelow the sub-grade | 80% | 95% |
| **Trench Backfill in Unpaved Areas** |  |  |
| (a) From 100mm below finishedsurface level to top of bedding material | 60% | 85% |

Excavated material not required for backfilling shall remain the property of the Principal who reserves the right to direct its disposal off site to a place or places within a 10 km radius of the site works. Alternatively the Superintendent may allow the Contractor to dispose of such material at a location of the Contractor’s choosing at the Contractor’s expense.

**35.2 Trenches in Footpaths**

Trenches in footpaths and in areas other than in road pavements shall be backfilled with material excavated from the trench provided it is free from rocks larger than 150 mm diameter and from lumps which may prevent adequate consolidation.

Where ordered by the Superintendent, or where shown on the drawings, the trench shall be backfilled with “Imported Backfill” material.

All backfilling shall be compacted to 95% maximum dry density as determined by Test 5.1.1 of AS 1289 (Standard Compaction).

**35.3 Trenches in Road Pavements**

Trenches in road pavements (including sealed road shoulders) shall be backfilled to road sub grade level or a minimum of 350 mm below the level of the existing sealed pavement (or shoulder), whichever is the deeper, with road sub-base material, or better, approved by the superintendent and compacted to 95% relative dry density as determined by Test 5.1.1 of AS 1289 (Standard Compaction).

The backfill above this level to 20 mm below the existing surface shall be road base gravel (Type 2.3 or better) compacted in 150 mm layers to 100% maximum dry density as determined by Test 5.1.1 of AS 1289 (Standard Compaction).

**35.4 Trenches in Road Shoulders**

Trenches in unsealed road shoulders shall be backfilled to shoulder sub grade level or a minimum of 150 mm below the level of the existing unsealed shoulder, whichever is the deeper, with road sub-base material, or better, approved by the Superintendent and compacted to 95% relative dry density as determined by Test 5.1.1 of AS 1289 (Standard Compaction).

The backfill for the next 150 mm shall be road base gravel (Type 2.3) compacted to 100% relative dry density as determined by Test 5.1.1 of AS 1289 (Standard Compaction).

1. **Restoration**

**40.1 General**

The Contractor shall restore all buildings, fences, gardens, walls, paved surfaces, paths and other structures, grass and trees and other property to a condition equivalent to that in which he found them. All restoration work shall be to the satisfaction of the Superintendent. Initial cleaning up shall be carried out as soon as backfilling is completed and restoration shall be completed within seven days.

In the event of the Contractor refusing or neglecting to carry out restoration work (including maintenance thereof) in accordance with this Clause, or refusing to comply with the directions of the Superintendent, the Superintendent shall have the power, after seven days’ notice has been given, or in the case of emergency without prior notice, to perform the works. All costs and expenses incurred in such restoration shall be payable by the Contractor.

**40.2 Kerb and Channel**

Every care shall be taken by the Contractor to protect the kerb and channel from damage during construction of the pipeline. The cost of protecting the kerb and channel shall be deemed to be included generally in the Schedule of Prices and Total Amount of Tender. Any kerb and channel damaged by the Contractor shall be repaired to the satisfaction of the Superintendent.

When crossing the kerb and channel to lay pipeline, the Contractor shall burrow under the kerb and channel.

1. **Pipe Cleaning**

Upon completion of construction, the pipe line shall be flushed to remove any dirt, soil and sediment.

1. **Connection to Existing Pipework/Structures**

The contractor shall undertake the connection of new pipeline to existing structures or pipes. Such connection shall only proceed once the proposed method is approved by the Superintendent.

1. **Inspection and Testing**

**43.5 Compaction Testing**

Compaction tests shall be performed at points and at levels directed by the Superintendent. The Superintendent may order test holes to be opened of such depths and size as will enable the Testing Authority to test the compaction of the trench backfill or bedding and surround material.

The Contractor’s representative should be present when compaction tests are being performed.

**44. Asset Data and As Constructed Information**

To aid in asset management of infrastructure constructed under this contract the Contractor is required to supply the following:

* Completed data input sheets for the Principal’s Asset Management System. Hard copies and digital copies (Microsoft Excel compatible format) will be required prior to Practical Completion.
* Operation and Maintenance Manuals for all equipment (hard copy and approved digital format). This shall include details of preventative maintenance procedures required during warranty and also ongoing maintenance requirements for the assets lifetime, and recommended stock/spare parts for relevant equipment.
* All As-constructed information will be in accordance with the requirements of NBRC. This detail shall include GPS details, and photograph information of main components e.g. pipe lines, valves, hydrants etc. This data shall be provided prior to payment and acceptance ‘on-maintenance’.
* Prepare work as executed drawings showing as constructed details. Submit copies of each drawing in hard copy (1 copy) and - electronic format (AutoCAD Version 14). Data shall be separated into individual layers and logically named. “As constructed” drawings shall be fully detailed drawings at scales the same as the original design drawings. The exact position of all elements indicated on the drawings and the digital position on the CAD drawing file shall be the same as the actual position of elements on site. Use the same sheet size and format as the Contract Drawings. On request the Principal will supply copies of the Contract Drawings in electronic format as the basis for work as executed drawings. Draft “As constructed” drawings shall be submitted for all works prior to Practical Completion. Final copies including electronic shall be submitted within four (4) weeks of Practical Completion.

**45. Concrete Works**

### 45.1 General

All concrete used for works under this contract shall conform to the requirements of this Part.

Concrete classes required are noted on the drawings.

### 45.2 Supply of Concrete

Site mixed concrete shall be to an approved mix design to meet the required strength and durability requirements. The contractor is responsible for the mix design and production of concrete to comply with this specification.

Design and production of the concrete shall comply with AS3600.

The mix design shall be submitted to the Superintendent prior to construction commencing.

Minimum requirements of concrete shall be as nominated on the drawings and as described elsewhere in this specification.

The mixing of concrete shall not be carried out when the shade temperature exceeds 35 degrees Celsius or is less than 4 degrees Celsius without the prior approval of the Superintendent. The temperature of any material including cement used in the concrete shall not exceed 45 degrees Celsius and the temperature of the freshly mixed concrete shall not be less than 10 degrees Celsius nor more than 30 degrees Celsius.

Unless approved otherwise by the Superintendent, cement and aggregates shall be measured by weight. The procedure for measuring all materials, including water, shall be such that the mixed proportion can be accurately controlled and easily checked at any time during progress of the work.

### Admixtures

No admixtures shall be used without the approval of the Superintendent.

### Steel Reinforcement

Steel reinforcement shall be free from rust, oil, varnish, mud or any other coatings, cracks, scale blister and other defects and shall comply with the requirements of the following SAA Standard Specification.

* AS1302 "Steel Reinforcing Bars for Concrete"
* AS1304 "Hard Drawn Steel Reinforcing Wire Fabric for Concrete".

Steel for reinforcement shall not be bent or straightened in a manner that will injure the material and bars with kinks or bends not shown shall not be used. Reinforcement shall be accurately placed in the positions shown and shall be securely held by blocking from the forms with concrete or plastic supporting chairs as may be required and by wiring together at intersections by tying annealed wire of not less than 16 gauge. Steel shall not be supported on metal supports, which extend to the surface of the concrete, on wooden supports, nor on pieces of stone, or coarse aggregate. The clear cover to reinforcement shall not be less than that shown.

Deformed bars shall be Tempcore" (Grade 410Y to AS1302) with the exception of 12 mm pullout starter bars ("skin" bars) which may be structural grade. Bars may be welded in accordance with manufacturer’s written instructions. All reinforcement shall be placed subsequent to coating of forms with release agent to avoid contamination.

### Formwork

Formwork shall be substantial and unyielding and constructed in such a manner that the required shape and surfaces are achieved and so that the cement slurry does not leak through the joints.

Forms shall adequately support any reinforcement, inserts, holding down bolts, cores, etc in their specified locations.

### 45.6 Placing of Concrete

Before commencing to place concrete in any section of the work, the formwork shall be checked and tightened and joints effectively stopped and all debris shall be removed from the space to be occupied by the concrete. The forms and all surfaces upon which concrete is to be placed shall be thoroughly soaked with water. All chutes shall be flushed with water before and after each run. The concrete shall be conveyed and placed in such a manner that there will be no separation of the different ingredients. Care must be taken to ensure that the reinforcement is thoroughly surrounded by concrete and that no voids and cavities are left.

Concrete shall be compacted by means of approved high frequency mechanical vibrators of the immersion type.

Concrete shall be placed where it is required or shoveled into place. It shall not be made to flow by the over-use of immersion vibrators.

Tamping, spading and splicing shall be used in addition to the vibrators and in positions where it is impossible for vibrators to be used effectively. Care shall be taken to fill every part of the forms, to work coarse aggregate back from the face with thin slicing bars and to force the concrete under and around the reinforcement without displacing the latter.

Concrete shall be placed continuously to fill the form or between specified construction joints. If during placing, the supply of concrete is interrupted, a construction joint shall be formed as directed by the Superintendent.

### 45.7 Finish of Concrete Surfaces

Unless otherwise specified on the drawings, concrete surfaces shall be finished as follows:

|  |  |
| --- | --- |
| Location | Finish |
| Surfaces normally exposed to view | Class 3 finish in accordance with AS3600 |
| Surfaces not normally exposed to view | Smooth off the form finish |

### Curing

To ensure the full development of the required concrete strength and to reduce cracking, concrete shall be wet cured for at least five (5) days or be sprayed with an approved curing oil. The methods proposed shall be submitted to the Superintendent for approval prior to construction commencing.

### Rejection of Concrete

#### Rejection of Fresh Concrete

The Superintendent may choose to reject fresh concrete if it is defective in any of the following ways:

* Slump is outside the specified limits as calculated in accordance with AS1012.
* Time since batching is outside that stated in AS1379.
* Appearance and cohesiveness of the batch is significantly different from other batches of the same specification.
* Water and/or cement added to the mix is outside the limits specified.
* The concrete contains chemical admixtures of any kind without written approval of the Superintendent.
* The concrete can be shown to be otherwise defective.

#### Rejection of hardened concrete

Hardened concrete may be rejected by the Superintendent if it is defective in any of the following ways:

* The characteristic strength of the concrete fails to comply with the requirements of the relevant Australian Standard when determined in accordance with AS1012.
* The concrete is porous, segregated or honeycombed, or the required surface finish has not been achieved.
* The concrete has cracks which in the opinion of the Superintendent may penetrate to the reinforcement, and/or may be likely to reduce the strength of the concrete component in question.
* The concrete contains surface defects such as chips, holes and voids which are greater than ten (10) percent of the thickness of the section, or may in the opinion of the superintendent reduce the strength of the component, or are such that the cover to the reinforcement is reduced to below that specified.
* The reinforcing steel required to be incorporated in the concrete is not provided, or is not as specified, or it has been displaced such that it does not comply with the specified tolerances.
* Placement of concrete is such that construction joints have been omitted, or not provided as specified, or provided in a location which may impair the load capacity and/or serviceability of the component or structure.
* Dimensions are outside tolerances (-5% or +20%) of the dimensions specified for the component in question.
* The concrete can be shown to be otherwise defective in any way.
1. **Defects Liability Period and Retention**

The work shall be subject to a defects liability period of twelve (12) months from acceptance of Practical Completion by the superintendent. Any defects that are identified during the period e.g. pipeline failure or leakage, trench subsidence as directed by the Superintendent shall be repaired by the contractor at no costs to Council.

The Defects Liability Period will be underwritten by the retention of 5% of the total works claim for the duration of the retention period. Alternatively, the contractor may wish to provide a bank guarantee for the required sum in lieu of the cash retention. The retention funds shall be released / paid upon acceptance off maintenance by the Superintendent at the end of the defects Liability Period.

1. **Special Conditions and Acceptance Criteria**

The Acceptance Criteria for the project will also include the following tolerances:

* Concrete path to be built with width 2500mm ± 50mm
* Path to be built with 2% fall ± 15mm to be tested with a straight edge as requested
* Compaction of base materials must be confirmed via proof rolling with a loaded water truck under the supervision of the superintendent before formwork is placed on any built up surfaces or as deemed necessary by the superintendent
* Cleanup of jobsite to satisfactory conditions to be confirmed by superintendent before invoice is paid

Additional site specific conditions and/or design amendments may be issued as a result of the site inspection. Due to financial restraints, final alignment may be shortened/adjusted or segments excluded to conform to budget limits.

Standard Drawings

NBRC Mount Perry Shared Pathway Design

Institute of Public Works Engineering Australia Queensland Division INC. Standard Drawings

**Precedence**

In the event of differences between drawings, the first-mentioned shall have precedence.

# PART 4 - Offer Form

**OFFER FORM**

**CONTRACT NO: 2909\_2019-20\_QTB\_01**

**FOR: Mount Perry Shared Pathway**

**PART 4A**

**LOCATION OF JOB:** Mount Perry

**INTENDED USE:** Construction

**CONTRACT PERIOD:** Three months

**JOB WORKING HOURS:** 7.00am – 6.00pm OR as required

**PART 4B - COMPANY OR INDIVIDUAL DETAILS** (To be completed by Tenderer)

*NB: Only one Part B Offer form needs to be completed.*

I/We, the undersigned, do hereby tender to perform the services as described in the specifications, the written statements and completed schedules.

Trading Name / Company Name / Partnership (Please Print) ………....................................

................................................................................................................................................

Dated this ........................................... day of .............................................. 2018/2019

Full Name of Tenderer:

……………………….…………………………………………………..……………………………

Signature of Tenderer:

……………………..................................................................................................................

Contact Name: .................................................. Position: ........................................………

Address of Registered Office (Qld) / Principal Place of Business:

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

Residential Address:

……………….. ……………………………………………………………………………………….

Postal Address:

…………..................................................................................................................................

Telephone (Business): .................................... (Mobile): .......................................................

Facsimile: ...............................................................................................................................

E-mail Address: ......................................................................................................................

ABN: .........................................................................................................

Contractor's Primary Licence Number (e.g. Building, Electrical Contractors, etc.)

…………………………………………………………………………………………………………

Full Name on Licence: ...........................................................................................................

Expiry Date: ...........................................................................................................................

**IF A COMPANY OR PARTNERSHIP**

FULL NAME POSTAL ADDRESS OF ALL DIRECTORS / PARTNERS

|  |  |  |  |
| --- | --- | --- | --- |
| **Surname** |  **First Name(s)** | **Residential Address** | **Postal Address** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**PART 4B1 – INSURANCES** (Copies of certificates will be required from the successful Tenderer)

**Public and Products Liability Insurance**

Insurer: ...................................................................................................................................

Policy Number: .......................................................................................................................

Limit of Protection: .................................................................................................................

Expiry Date: ...........................................................................................................................

**Queensland Workers Compensation**

Insurer: ...................................................................................................................................

Policy Number: .......................................................................................................................

Expiry Date: ...........................................................................................................................

Workers Compensation Reference Number: ………………..…………………………………...

**PART 4B2 - QUALITY SYSTEM**

Tenderers **must** submit details of their Quality Accreditation or Internal Quality System. (*Note: Please tick relevant boxes where options are provided)*

Has Quality Assurance Certification been attained [ ]  Yes [ ]  No

If YES, to what ISO Standard? [ ]  ISO 9001:2000 [ ]  ISO 9001:2008

Accreditation Expiry Date: …………………………………………………………………………

If YES, how were you certified?

[ ]  First Party (Self Certified)

[ ]  Second Party (Customer Certified)

[ ]  Third Party (Externally Certified)

If YES, a copy of the Certificate is required to be provided. Please document the details and justification for any exclusion of products and services that are not within the scope of your quality system.

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

If NO, has Quality Certification been sought and how?

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

OR, is there an established Quality System in place? [ ]  Yes [ ]  No

**INTERNAL QUALITY SYSTEM** - (Provide **extensive** detail and an **example attachment**):

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

**Note:** Possession of Quality Assurance Certification, while desirable, is not required or the sole evaluation criterion.

**PART 4B3 – SAFETY SYSTEM**

| 1 | WH&S Policy and Management | **N/A** | **Yes** | **No** |
| --- | --- | --- | --- | --- |
| **1****.1** | Is there a written company WH&S policy? *If yes provide a copy of WH&S policy**Comments:.……………………………………………………..…………………………………………………………………….…………………..………………………………………………...……………...…………………………………………………………………………* | **[ ]**  | **[ ]**  | **[ ]**  |
| **1.2** | Does the company have a WH&S Management System?*If Yes provide or attach details ………………………………………………………….………………............……………………………………………………………………………………………………………………….……………*…………………………………………………………….……………………………………………………………………………………………… | **[ ]**  | **[ ]**  | **[ ]**  |
| **1.3** | Is there a company WH&S Management System Manual or plan?*If Yes provide a copy of contents page(s)**Comments: …………………………………………………………. ………………………………………………………….………………............……………………………………………………………………………………………………………………….….........................* | **[ ]**  | **[ ]**  | **[ ]**  |
| **1.4** | Are WH&S responsibilities clearly identified for all levels of staff?Does the company have a WH&S Management System?*If Yes provide or attach details ………………………………………………………….…………………..……………………………………………………………………..……...………………………………………………………………….* | **[ ]**  | **[ ]**  | **[ ]**  |
| 2 | Safe Work Practices and Procedures |  |  |  |
| **2.1** | Has the company a standard Principal Contractors Construction Safety Plan (if a Principal Contractor has been appointed) and relevant Work Method Statements?*If yes, provide a copy of a Construction Safety Plan* (if a Principal Contractor has been appointed) *together with summary listing of the Work Method Statements. (Note: Successful tenderers will be required to provide a Construction Safety Plan for evaluation before any work commences).**Comments:…………………………………………………………...….……………………………………………………………………………….………………………………………………….……………..…………………………………………………………………………* | **[ ]**  | **[ ]**  | **[ ]**  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **N/A** | **Yes** | **No** |
| **2.2** | Has the company prepared safe work procedures or specific safety instructions relevant to its operations? *(Provide a copy of one procedure).**If yes, provide a summary listing of procedures or instructions* *Comments:…………………………………………………………..……...………………………………………………………………….………..………………………………………………………………..* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **2.3** | Does the company have any permit to work systems (e.g. confined spaces / hot work)?*If yes, provide a summary listing or permits.**Comments:………………………………………………………….……..………………………………………………………………….………..……………………………………………………………….* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **2.4** | Is there a documented incident reporting & investigation procedure?*If yes, provide a copy of a standard incident report form.**Comments:…………………………………………………………..……..…………………………………………………………………..………..………………………………………………………………..* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **2.5** | Are there procedures for maintaining, inspecting and assessing the hazards of plant operated / owned by the company?*If Yes provide or attach details of Plant operators’ certificates of competencies, risk assessments, inspection forms, pre-start checklists.**……………………………………………………………………………...……………………………………………………………………* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **2.6** | Are there procedures for storing and handling hazardous substances?*If Yes provide or attach details ……………………………………………………………………………...…………………………………………………………………….* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **2.7** | Are there procedures for identifying, assessing and controlling risks associated with manual handling?*If Yes provide or attach details ……………………………………………………………………………...…………………………………………………………………….* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **2.8** | Have you any risk assessment (relevant generic risk assessments accepted) relevant to this type of contract?*If Yes provide or attach details ……………………………………………………………………………...…………………………………………………………………....* | **[ ]**  | **[ ]**  | **[ ]**  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **N/A** | **Yes** | **No** |
| **2.9** | Does your company provide relevant PPE for workers?*If Yes provide or attach details ………………………………………………………….…………………..…………………………………………………………………….* | **[ ]**  | **[ ]**  | **[ ]**  |
| 3 | Workplace Health and Safety Training |  |  |  |
|  **3.1** | Describe how WH&S training is conducted in your company?*If Yes provide or attach details ………………………………………………………….…………………..……………………………………………………………………..* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **3.2** | Is a record maintained of all training and induction programs undertaken for employees in your company?*If Yes provide or attach details ………………………………………………………….………………………………………………………………………………………………...…………………………………………………………………* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **3.3** | Does your company assess the competency of workers?*If Yes provide or attach details ………………………………………………………….…………………..……………………………………………………………………..……...………………………………………………………...............* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **3.4** | Please enclose details of any certificates of competency relevant to this contract? | **[ ]**  | **[ ]**  | **[ ]**  |
| 4 | WH&S Inspection |  |  |  |
|  **4.1** | Are regular WH&S inspections at worksites undertaken?*If Yes provide or attach details ………………………………………………………….…………………..…………………………………………………………………….……….……...………………………………………………………...* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **4.2** | Are standard workplace inspection checklists used to conduct inspections?*If Yes provide or attach details ………………………………………………………….…………………..……………………………………………………………………..……...………………………………………………………………….* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **4.3** | Is there a procedure or form by which employees can report hazards at workplaces?*If Yes provide or attach details ………………………………………………………….…………………..……………………………………………………………………..……...………………………………………………………………….* | **[ ]**  | **[ ]**  | **[ ]**  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 5 | Health and Safety Consultation | **N/A** | **Yes** | **No** |
|  **5.1** | Is there a workplace health and safety committee? | **[ ]**  | **[ ]**  | **[ ]**  |
|  **5.2** | Are employees involved in decision making over WH&S matters?*If Yes provide or attach details ………………………………………………………….…………………..………………………………………………………..………………………………………………………………………………………* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **5.3** | Are there employees elected workplace health and safety representatives?*If Yes provide or attach details ………………………………………………………….…………………...……………………………………………………………..................................................................................................................* | **[ ]**  | **[ ]**  | **[ ]**  |
|  **5.4** | Is there a Workplace Health and Safety officers appointed?*If Yes provide or attach details ………………………………………………………….……………………….…………………………………………………………………………...........................................................................................* | **[ ]**  | **[ ]**  | **[ ]**  |
| 6 | WH&S Performance Monitoring |  |  |  |
| **6.1** | Is there a system for recording and analysing WH&S performance statistics?*If Yes provide or attach details ………………………………………………………….……………….....…………………………………………………………………………..……………………………………………………………………………………….* | **[ ]**  | **[ ]**  | **[ ]**  |
| **6.2** | Are employees regularly provided with information on company WH&S performance?*Comments:………………………………………………………………….……………………………………………………………………………………………………………………………………………………………………* | **[ ]**  | **[ ]**  | **[ ]**  |
| **6.3** | Does the company have any outstanding infringement notices issued by the Department of Workplace Health and Safety? *If Yes provide or attach details …………………………………………………………….……………….….……………………………………………………………………….............* | **[ ]**  | **[ ]**  | **[ ]**  |
| **6.4** | Has the company ever been convicted of a WH&S offence?*If Yes provide or attach details …………………………………………………………….……………….….……………………………………………………………………….............* | **[ ]**  | **[ ]**  | **[ ]**  |
| 7 | Insurances |  |  |  |
| **7.1** | 🞎 Professional Indemnify Insurance Certificate of Currency🞎 Public Liability Insurance Certificate of Currency🞎 Workers Compensation Number🞎 ABN | **[ ]**  | **[ ]**  | **[ ]**  |

|  |  |
| --- | --- |
| 8  | Company References |
| **8.1** | **Please provide the following information for the three (3) most recent contracts completed by the company.** |
|  | Contract 1 | Contract 2 | Contract 3 |
| Contract Description |  |  |  |
| Client Name |  |  |  |
| Workplace Health & Safety Contact |  |  |  |
| Phone Number |  |  |  |
| Number of lost time injuries |  |  |  |
| Number of person days on contract |  |  |  |
| Total days lost due to injuries |  |  |  |

|  |  |
| --- | --- |
| 9  | Safety Induction Status  |
| **9.1** | **Please provide Construction Blue / White Card information for employees of your company.** |
| **Employee Name** | **Card No.** | **Date(s) of Induction** | **Card** **Valid To** | **Authorised** **Trainer** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

If more employees, please attach details.

**PART 4C – RATES**

**SCHEDULE NO. 1**

Mount Perry Shared Pathway Project – 2909\_2019-20\_QTB\_01

**Note: All rates are to be exclusive of GST.**

Insert rates in table below.

|  |  |  |
| --- | --- | --- |
| Asset Type | Unit rate(m2 footpath)(per pipe + slab) | Total cost for project as indicated on design drawings |
| Removal of kerb and construction of kerb ramp(cnr Annie and Heusman Street) |  |  |
| Removal and reconstruction of existing path(Marked on Segment A) |  |  |
| Earthworks(Segment B) |  |  |
| Installation of pipes |  |  |
| Concrete path |  |  |

 **hereby offer the above stated rates for supply as per**

**Contract Number 2909\_2019-20\_QTB\_01**

for

**Mount Perry Shared Pathway**

Tenderer’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Offered: \_\_\_\_ / \_\_\_\_\_\_\_ 2019

**Witness**

Witness Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_\_\_\_ 2019