



REQUEST FOR TENDER

for the provision of consultancy services

RFT number	RFT24JD13
Request for Tender	Provision of Consulting Services for Apple Street Upper Swan rail crossing upgrade.
Deadline	2:00 PM AWST, Wednesday 24 April 2024 <i>Tenders received after the above deadline will not be accepted.</i>
Method of delivery	Electronic Tender box: https://www.tenderlink.com/swancity/ <i>Hardcopy, email and facsimile Tenders will not be accepted.</i>

© City of Swan.

Copyright subsists in this publication and such copyright is the property of the City of Swan. A reproduction of this publication or any part thereof without the written consent of the Chief Executive Officer of the City of Swan is not permitted and will be regarded as an infringement of that copyright.

TABLE OF CONTENTS

PART 1	PRINCIPAL'S REQUEST	4
1.1	Definitions	4
1.2	Contract Requirements in brief	5
1.3	Tender documents	5
1.4	How to prepare your Tender	5
1.5	Contact person	5
1.6	Pre-qualification requirements	5
1.7	Briefing / site inspection	6
1.8	Evaluation process	6
1.9	Evaluation of Alternative Offers	6
1.10	Selection Criteria	6
1.11	Local government policies and practices that may affect selection	8
1.12	Price basis	8
PART 2	CONDITIONS OF TENDERING	9
2.1	Code of conduct	9
2.2	Delivery method	9
2.3	Lodgement of Tender	9
2.4	Format and number of copies required	9
2.5	Rejection of Tenders	9
2.6	Late Tenders	9
2.7	Acceptance of Tenders	9
2.8	Disclosure of Contract information	9
2.9	Tender validity period	10
2.10	General Conditions of Contract	10
2.11	Precedence of documents	10
2.12	Presentation of Tender documents	10
2.13	Goods and services tax	10
2.14	Monetary values	10
2.15	Tenderers to inform themselves	10
2.16	Alterations	11
2.17	Financial information and risk assessment	11
2.18	Ownership of Tenders	11
2.19	Canvassing of councillors or staff	11
2.20	Identity of the Tenderer	11
2.21	Tender closing	12
2.22	Release of liability	12
2.23	No legal relationship	12
2.24	Costs incurred	12
PART 3	GENERAL CONDITIONS OF CONTRACT	13

3.1	Terms and conditions of Contract.....	13
PART 4	SPECIAL CONDITIONS OF CONTRACT	14
PART 5	REQUIREMENTS	15
5.1	Background.....	15
5.2	Site Location	15
5.3	Scope of work	16
5.4	Attachments	18
5.5	Objectives and design philosophy	19
5.6	Program	19
5.7	Cost Control	19
5.8	Specialist services	20
5.9	Detailed scope of works.....	20
5.10	Design Requirements	23
5.11	Design Report Requirements (Signalling design).....	24
5.12	Communications	24
5.13	Meetings	25
5.14	Risk workshop.....	26
5.15	Communication	26
5.16	Documentation requirements.....	26
5.17	Survey data and existing services	27
5.18	Approvals	28
5.19	Claims and Payment.....	29
5.20	Appointment of suitably qualified personnel	29
5.21	Sub-consultants	29
PART 6	TENDERER'S OFFER	31
6.2	General and corporate information	32
6.3	Response to Selection Criteria	34
6.4	Price Information.....	35

PART 1 PRINCIPAL'S REQUEST

1.1 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Consultant:	The person or body whose Offer is accepted by the Principal and includes its successors and permitted assigns.
Deadline:	The deadline for lodgement of your Tender.
General Conditions of Contract:	Means the General Conditions of Contract nominated in Part 3.
Letter of Award:	Means the written notice of acceptance of the Tender.
Offer:	Your offer in response to this Request, to supply the Requirements.
Principal:	City of Swan.
Principal's Representative:	The person nominated by the Principal or other person from time to time appointed in writing by the Principal to act as the Principal's Representative for the purposes of the Contract.
Request:	This document.
Requirements:	The detailed statement of works and/or services that the Principal requests you to provide if selected.
Selection Criteria:	The criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Superintendent:	The person appointed by the Principal to be the Superintendent and shall include any person notified to the Contractor as the representative of the Superintendent for the purposes of the Contract.
Tender:	Your completed Offer, response to Selection Criteria and Attachments.
Tender Period:	The time between advertising the Request and the Deadline.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.2 Contract Requirements in brief

The Principal is seeking Tenders from a suitably qualified and experienced lead consultant to design and document the upgrade of the existing rail level crossing at Apple Street, Upper Swan, Western Australia.

The Principal will not be submitting an in-house Tender.

A full statement of the consultancy services required under the proposed Contract appears in Part 5 of this Request.

1.3 Tender documents

This Request for Tender is comprised of the following parts:

Part 1 — Principal's Request (read and keep this part)

Part 2 — Conditions of tendering (read and keep this part)

Part 3 — General Conditions of Contract (available for download from the City of Swan website www.swan.wa.gov.au)

Part 4 — Special conditions of Contract (read and keep this part)

Part 5 — Requirements (read and keep this part)

Part 6 — Tenderer's Offer (complete and return this part – **important: refer clause 2.2**)

Schedules (read and keep/return this part as applicable).

Reference documents:

(a) Australian Standard Code of Tendering AS 4120–1994

1.4 How to prepare your Tender

- (a) Carefully read all parts of this document
- (b) Ensure you understand the Requirements (see Part 5)
- (c) Complete the Offer (see Part 6) in all respects and attach your Attachments
- (d) Make sure you have signed the Offer and responded to all of the Selection Criteria
- (e) Lodge your Tender before the Deadline.

1.5 Contact person

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

Contractual enquiries	
Name:	Contracts and Procurement Manager
Telephone:	(08) 9267 9043
Email:	tenders@swan.wa.gov.au

1.6 Pre-qualification requirements

Not applicable.

1.7 Briefing / site inspection

Not applicable.

1.8 Evaluation process

This is a Request for Tender (RFT).

The Tender will be evaluated using information provided in your Tender.

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

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

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

1.9 Evaluation of Alternative Offers

An Alternative Offer is an offer that proposes qualifications, conditions, terms, specifications, material, quality of work or any other thing not strictly conforming to the details and terms in the Request for Tender.

An Alternative Offer must:

- (a) be a complete proposal
- (b) be clearly marked 'ALTERNATIVE OFFER'
- (c) be accompanied by a conforming Offer
- (d) fully describe how it departs from the requirements set out in the Request for Tender
- (e) fully describe how it differs from the conforming Offer, including any price differences.

The Principal is not obliged to, and may in its absolute discretion elect not to consider any Alternative Offer, regardless of whether it meets the requirements of this clause.

1.10 Selection Criteria

The Principal has adopted a best value for money approach to this Tender.

The assessment of the Tender will be undertaken using marginal cost-benefit analysis which takes into account compliance criteria, qualitative criteria and price.

The Contract will be awarded to a sole Tenderer that best demonstrates the ability to provide quality services at a competitive price. The Tendered prices will be assessed with the following compliance and qualitative criteria to determine the most advantageous outcome to the Principal.

See Part 6 of this Request to address the Selection Criteria.

1.10.1 Compliance criteria

These criteria will not be point scored. Each Tender will be assessed on a yes/no basis as to whether the criterion is satisfactorily met. An assessment of “no” against any criterion may eliminate the Tender from consideration.

The Principal reserves the right to accept, what is in its opinion, a Tender that practically conforms with the Requirements of the Request.

Description of compliance criteria	Yes/No
(a) Compliance with the Requirements contained in this Request.	Yes/No
(b) Compliance with the conditions of tendering contained in this Request.	Yes/No
(c) Compliance with the delivery date/time of lodging the Tender.	Yes/No
(d) Compliance with and completion of the price schedule(s).	Yes/No

1.10.2 Qualitative criteria

It is essential that Tenderers address each qualitative criterion. The Tenders will be used to select the chosen Tenderer, and failure to provide the specified information may result in elimination from the tender evaluation process.

The qualitative criteria for this Request are as follows:

Description of criteria	Weighting
(a) Demonstrate your organisation’s experience in supplying similar works and services.	40%
(b) Demonstrate the skills and experience of key personnel to be used on this project.	40%
(c) Provide an outline of the methodology to be used in supplying the Requirements.	20%

1.10.3 Past performance of a Tenderer

In the event a Tenderer has previously completed work for the Principal, past performance may be taken into consideration in determining the award.

1.10.4 Exclusivity of goods or services

A Contract does not provide exclusivity to the Consultant for the provision of the goods or services listed within the Requirements.

1.10.5 Price considerations

Non-weighted price criteria

The Contract is expected to be awarded to the Tenderer who best demonstrates the ability to carry out the required works and services, on time and at a competitive price that will have the most advantageous outcome to the Principal. The Tendered price will be considered along with related factors affecting the total cost to the Principal, e.g. the Principal's contract management costs, in assessing the best value for money outcome. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor, necessarily, will the offer ranked the highest on the qualitative criteria.

1.11 Local government policies and practices that may affect selection

The following local government policies and practices may affect this selection:

POL-C-116 City of Swan Procurement Policy

<https://www.swan.wa.gov.au/Your-Council/Tendering/Policies-and-Procedures>

MP-001 Occupational Safety, Health and Injury Management

<https://www.swan.wa.gov.au/Your-Council/Tendering/Policies-and-Procedures>

1.12 Price basis

Lump sum – fixed price(s)

Unless otherwise indicated prices offered shall include all applicable labour costs, disbursements, travel costs, levies, duties, taxes and charges and any charge not stated in the Tender as being additional, will not be allowed as a charge for any transaction under any resultant Contract.

PART 2 CONDITIONS OF TENDERING

2.1 Code of conduct

In consideration of being permitted to Respond, the Tenderer promises as a fundamental condition that it will act in accordance with the Western Australian Building and Construction Industry Code of Conduct 2016 and Code for the Tendering and Performance of Building Work 2016 (Cth) for this Request for Tender and in any Contract arising out of this Request for Tender.

The Tenderer also promises to comply with the Australian Standard Code of Tendering: AS 4120–1994. The Principal may require the Tenderer to make the attestation prescribed in Section 7.5 — AS 4120–1994 which deals with malpractice.

2.2 Delivery method

Tenders must be uploaded to the City of Swan's e-tendering portal:
<https://www.tenderlink.com/swancity/>

Tenders delivered by hand or submitted by email or facsimile **will not** be accepted.

2.3 Lodgement of Tender

Tenders must be lodged by the Deadline. Tenders that are not in the e-tendering facility at the Deadline will not be considered for evaluation.

2.4 Format and number of copies required

Tenderers must ensure that they have uploaded one (1) complete electronic Tender in PDF format or in a format readable by Microsoft Office 2007.

Tenderers must note a limitation of up to two gigabytes (2GB) applies per submission within the City of Swan's e-tendering portal.

2.5 Rejection of Tenders

A Tender shall be rejected without consideration of its merits in the event that it is not submitted before the Deadline and at the place specified in the Request and may be rejected if it fails to comply with any other requirements of the Request.

2.6 Late Tenders

Tenders received after the Deadline will not be accepted for evaluation.

2.7 Acceptance of Tenders

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

2.8 Disclosure of Contract information

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

All Tenderers will be given particulars of the successful Tenderer(s) or advised that no Tender was accepted.

2.9 Tender validity period

All Tenders shall remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline.

2.10 General Conditions of Contract

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract as referred to in Part 3 of this Request.

2.11 Precedence of documents

In the event of there being any conflict or inconsistency between the General Conditions of Contract and the conditions within any purchase order issued by the Principal, the General Conditions of Contract in this Request shall have precedence.

In the event of there being any conflict or inconsistency between the Special Conditions of Contract in this Request and those in the General Conditions of Contract, the Special Conditions shall have precedence.

2.12 Presentation of Tender documents

The Requirements have been collated by mechanical means and Tenderers should check to ensure that it includes all pages which are numbered consecutively and that all drawings, schedules and other supplements referred to are also included.

Drawings, schedules and attachments that have been referred to in any section of the Requirements are available as separate electronic files, which can be downloaded from the City of Swan e-Tendering portal and shall be read with the section to which they refer.

2.13 Goods and services tax

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

The Tender sum will be the value on which the Tender is accepted.

The Principal will use the value of work in its assessment of the lowest conforming Responses and the application of any preferences allowable in this Tender.

2.14 Monetary values

Monetary values that appear in the Tender, such as provisional sums, prime cost amounts, value of Principal supplied items, etc. are net values. All values are to be in Australian dollars (AUD) and do not include the GST.

2.15 Tenderers to inform themselves

Tenderers shall be deemed to have:

- (a) Examined the Request and any other information available in writing to Tenderers for the purpose of Tendering.

- (b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires.
- (c) Satisfied themselves as to the correctness and sufficiency of their Tender including quoted prices which shall be deemed to cover the cost of complying with all the conditions of tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein.
- (d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith.

2.16 Alterations

The Tenderer **shall not alter or add** to this Request **unless** required by these Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend this Request before the Deadline. The Principal at its absolute discretion will determine whether a matter is a matter of significance.

The Tenderer shall acknowledge with its Tender the receipt of each addendum to the Request issued by the Principal and received by the Tenderer during the Tender Period.

2.17 Financial information and risk assessment

The Principal may have access to and give consideration to any risk assessment undertaken by illion Australia, or any other credit rating agency; and any information produced by the Bank, financial institution, or accountant of a Tenderer so as to assess that Tender, and may consider such materials as tools in the Tender assessment process.

2.18 Ownership of Tenders

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

2.19 Canvassing of councillors or staff

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

2.20 Identity of the Tenderer

The identity of the Tenderer and the Consultant is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in Part 6 and whose execution appears on the Offer form in Part 6 of this Request. Upon acceptance of the Tender, the Tenderer shall become the Consultant. Therefore the Tenderer must be a single legal entity with which the Principal can enter into a contract.

2.21 Tender closing

All Tenderers and any member of the public may attend or be represented at the opening of Tenders. The Principal requests that anyone wishing to attend the closing of Tenders, advise the Principal via email to tenders@swan.wa.gov.au.

All Tenders will be opened in the Principal's offices, following the advertised Deadline. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise concerning the Tenders submitted.

The Tender closure will be held at City of Swan Administration Centre, 2 Midland Square, Midland WA.

NOTE: This is a viewing of the 'closing' of Tenders only and Tender documents and prices will not be available.

2.22 Release of liability

All Tenderers release the Principal from all liability in relation to the Request for Tender and must not make any claim against the Principal arising out of the exercise or failure of the Principal to exercise or perform any rights, obligations or duties under this Request for Tender.

2.23 No legal relationship

The Tenderer acknowledges and agrees that neither this Request for Tender, the receipt and assessment of the Tenderer's Offer gives rise to contractual obligations or any other legal relationship between the Principal and the Tenderer. It is only upon receipt of the Letter of Award that a legal relationship arises between the Principal and the successful Tenderer.

2.24 Costs incurred

All costs and expenses incurred by the Tenderer in anyway associated with this Request for Tender including the development, preparation and submission of the Offer, will be borne entirely and exclusively by the Tenderer

PART 3 GENERAL CONDITIONS OF CONTRACT**3.1 Terms and conditions of Contract**

The Contract is subject to the following General Conditions of Contract:

AS 4122 – 2010 General Conditions of Contract for Consultants (inclusive of all current amendments) which is available from — SAI Global website www.saiglobal.com
Standards Association of Australia, PO Box 1055, Strathfield, NSW 2135.

Please refer also to Clause 5.4.1 (c) Attachment 1 – AS 4122 – 2010 Annexures Part A, B and C.

PART 4 SPECIAL CONDITIONS OF CONTRACT

This page has been left intentionally blank.

PART 5 REQUIREMENTS

5.1 Background

- 5.1.1 As a result of subdivision developments in the Upper Swan area, the rail crossing at Apple Street, Upper Swan is required to be upgraded.
- 5.1.2 The rail crossing improvement works involve upgrade in protection from stop signs to flashing lights and boom gates, including new line marking at the crossing, along with construction of a new pedestrian maze (active control).
- 5.1.3 The sections of Apple Street (east of Almeria Parade and west of Railway Parade) have recently been upgraded which included road widening. Subsequently, the existing road and drainage in between these locations and in proximity to the rail crossing will require upgrade as part of this project. Namely, between Almeria Parade (east of the crossing) and Railway Parade (west of the crossing) with median islands, footpath, and pedestrian crossing to be installed to Railway Parade to improve safety.

5.2 Site Location

- 5.2.1 The Apple Street rail crossing is located in Upper Swan at the 5.49-kilometre mark within the Millendon Junction to Narngulu Line 3.
- 5.2.2 The location of the Apple Street, Upper Swan rail crossing is as shown in the following figure. The green shading denotes the rail corridor (which is approximately 40 meters wide at Apple Street).



Apple Street Level Crossing, Upper Swan

Site contextual information:

- 5.2.3 Temporary concrete barriers are currently installed to Railway Parade (south of the Apple Street intersection). These are to prevent through traffic on Railway Parade. For the purposes of the signalling design layout, the Consultant is to assume that the Apple Street/Railway Parade is a four-way intersection.
- 5.2.4 Apple Street rail crossing in Upper Swan is currently open to through traffic and is accessible via Railway Parade or Great Northern Highway. Subsequently, there is no site briefing for this RFT. Tenderers are expected to review all information provided and carry out their own assessment so as to satisfy any clarifications in preparation a submission to this RFT.

5.3 Scope of work

- 5.3.1 The Consultant is required to provide full consultancy services including detailed design and documentation to project completion including construction contract administration for Apple Street Level Crossing Upgrade Project, Upper Swan.
- 5.3.2 The Consultant is also required to provide Superintendency services and technical assistance through the construction phase of the project (including road and rail crossing upgrade) and the twelve (12) month defects liability period (DLP) following practical completion.
- 5.3.3 The Consultant will be required to administer the construction contract utilising AS 4000-1997 General Conditions of Contract.
- 5.3.4 Arc Infrastructure will be responsible for the construction of the track upgrade works related to the rail crossing upgrade.
- 5.3.5 Main Roads WA will be responsible for the install the signs and lines.
- 5.3.6 The Principal will engage an external contractor to complete the road, civil and drainage, street lighting and signalling scope for the construction phase of the project. The Principal may however alternatively engage its internal construction crews to complete the road and drainage works.
- 5.3.7 Service relocations are to be completed by the relevant asset owner/authority.
- 5.3.8 The road and drainage design for the project is being produced by the Principal's in-house design team to tender documentation. The Consultant must coordinate this information from the Principal with the Consultant's detailed signalling design to create a tender package for the construction phase.

A concept design for the road design is included in clause 5.4.1(b) Attachment 2. This information is provided with this Request for Tender (RFT) for contextual purposes only.

- 5.3.9 The Consultant will be required to deliver design services according to the following phases of the detailed design, for further detail, refer to clause 5.12:
- (a) Concept signalling design

- (b) 100% signalling design
 - (c) Tender documentation - (including specifications and bill of materials related to the signalling design, in addition to preparing the specification for the drainage and roadworks scope of works utilising Main Roads WA standard specification series for inclusion by the Principal for the construction tender) with reference to the Principal's civil design requirements.
 - (d) Construction Documentation (Issue For Construction drawings for the signalling design, including civil drawing layouts for the earthworks of the signalling infrastructure and pedestrian maze arrangement).
 - (e) Assessment of the Principal's signs and lines drawing set and provide input regarding rail crossing signs and lines requirements
 - (f) Service relocation applications in the rail corridor on behalf of the Principal (as requested).
- 5.3.10 The Consultant is required to provide complete survey services, engineering, and specialist consultancy services throughout the design and contract administration phases.
- 5.3.11 The Consultant is also required to provide:
- (a) A Safety in Design Report for the 100% signalling design package.
- 5.3.12 The scope of the rail crossing upgrade works is captured in detailed scope of works, refer to **clause 5.9**.

Signalling Design:

- 5.3.13 The Consultant is required to provide the rail crossing signalling design for the rail crossing upgrade including provision of the boom gates and signalling infrastructure and pedestrian maze the rail with associated civil layout for the load cases and vehicle access pad(s).
- 5.3.14 The Consultant's signalling design will be required to be reviewed and accepted by Arc Infrastructure. Subsequently, it is essential that the signalling design is compliant with Arc's procedures and specifications. – The most up-to-date information is to be provided to the successful tenderer on award in consultation with Arc Infrastructure. Contextual information is provided at the time of tender is included in clause 5.4.1(b) Attachment 3.
- 5.3.15 The following preliminary assumptions for the signalling design:
- (a) Design line speed: 80km/hr
 - (b) Number of train movements for design: 10 trains per day
 - (c) Type of train detection to be implemented at level crossing: Westrak
 - (d) ALCAM: The most recent ALCAM information for the Apple Street crossing will be made available on request to the successful tenderer.

Underground Power Point of Access Location Design:

- 5.3.16 The signalling infrastructure is to be powered by a Western Power mains supply requiring the installation of a Western Power pillar(s) in the rail corridor.
- 5.3.17 The Consultant is required to provide the Principal with design inputs to inform the Principal's underground power design for the proposed installation of the Western Power pillar(s) in the rail corridor that receives power from the existing overhead powerlines. These design inputs are so as to inform the Principal's underground power design so this can be finalised for submission by the Principal to Western Power for approval.
- 5.3.18 The Consultant will be required to provide advice to the Principal and Western Power in relation to an application for a new meter to be installed in the rail corridor:
- (a) The load breakdown requirements for the site
 - (b) How many direct meters required for Western Power to install
 - (c) A CAD plan (using PCG 94) showing the preferred point of supply and site main switch board.

Survey Services:

- 5.3.19 The Consultant will be responsible to identifying all services in the rail corridor, this includes undertaking a Before You Dig online enquiry and conducting both a site feature survey and services scanning and location mapping for the rail corridor project area..

Service relocation:

- 5.3.20 The Consultant will be responsible for progressing all necessary service relocation applications related to relocations in the rail corridor to the relevant service authorities and obtain quotes for relocation as soon as possible so any infrastructure identified to require relocation can be actioned prior to the construction phase (or alternatively included in the construction contract scope of works).

5.4 Attachments

- 5.4.1 The following attachments are provided as part of this Request and must be adhered to by the Consultant:
- (a) Attachment 1 – AS 4122 – 2010 Annexures Part A, B and C.pdf
 - (b) Attachment 2 – Concept Road Design.zip
 - (c) Attachment 3 - Rail Design Procedures.zip
- 5.4.2 The documents supplied in clause 5.4.1 (c) Attachment 3 have been supplied by Arc Infrastructure and are provided as a reference only as part of this Request for tender (RFT) to supply the Consultant with information regarding design procedures and codes of practice documentation when preparing a tender submission.
- 5.4.3 It is the responsibility of the Consultant to source all relevant and up-to-date Arc Infrastructure design procedures and codes of practice ahead of carrying out any design works.

5.5 Objectives and design philosophy

- 5.5.1 The Principal requires a durable level crossing that is long lasting, fit for purpose and requires minimal maintenance during its lifespan. Life cycle costs must be minimised through the use of durable materials and finishes and equipment that require minimal maintenance.
- 5.5.2 The Consultant must consider and propose strategies that incorporate ecologically sustainable materials and construction practices.
- 5.5.3 The Principal requires the level crossing to meet all relevant Australian Standards (i.e. AS 1742.7:2016) and Arc Infrastructure requirements referenced in **clause 5.4** of this Request.
- 5.5.4 Consideration for safe work practices and compliance with occupational safety and health standards is required throughout the design phase.
- 5.5.5 It is critical that design(s) by the Consultant for rail crossing upgrade and any associated earthworks, drainage, road geometry requirements and crossing design in the rail corridor aligns with the interface of road and drainage design for the project.

5.6 Program

- 5.6.1 The Consultant is required to provide a Gantt Chart of the indicative project schedule indicating the anticipated timeframes.
- 5.6.2 The design phase (including obtaining approvals from service authorities) is required to be completed within twelve (12) months from contract award to completion of tender documentation, in preparation for the construction tender programmed to be issued in June 2025.
- 5.6.3 Following conclusion of the design phase, the construction phase will follow for a period deemed appropriate by the Principal. The construction phase is estimated as a twelve (12) month duration. This does not include the three (3) month tender process prior to award. The DLP is to be twelve (12) months following award of Practical Completion.
- 5.6.4 The Principal requires a minimum of ten (10) days for a stakeholder review period between design phases.
- 5.6.5 Timeframes are to include an allowance of up to ten (10) days for the preparation of a cost estimate at the 15% (concept), and 100% design phase.

5.7 Cost Control

- 5.7.1 Cost consultancy services are required for the duration of the contract, in both design and construction phases.
- 5.7.2 The cost consultant is required to produce a preliminary estimate at the 15% design stage (inclusive of estimating the Principal's road and drainage design, service relocation estimates, the Consultant's signalling rail crossing upgrade design, service relocation and Principal's street lighting design).
- 5.7.3 An updated detailed estimate will be required at the 100% design phase, (inclusive of estimating the Principal's road and drainage design, service relocation estimates, the Consultant's signalling rail crossing upgrade design,

service relocation and Principal's street lighting design) so as to provide the Principal with a progress and pre-tender cost estimate respectively.

- 5.7.4 The cost consultant will be required to review the preferred construction tenderer's pricing prior to award and remain engaged throughout the construction phase to assess complex claims and certify contract sum adjustments and progress claims.

5.8 Specialist services

- 5.8.1 The Consultant must provide engineering and specialist services for the full duration of the Contract which includes:

- (a) Environmental assessment
- (b) Survey services
- (c) Hydraulic assessment
- (d) Geotechnical engineering
- (e) Structural engineering
- (f) Rail Signalling
- (g) Electrical engineering
- (h) Traffic management (including Rail safety management)
- (i) Cost consultancy.

5.9 Detailed scope of works

- 5.9.1 The Consultant is required to arrange service location and survey pick up in the rail corridor to identify any existing services that need to be relocated as part of the project.
- 5.9.2 The Consultant is required to carry out a site feature survey and locate all services in the rail corridor (including obtaining necessary approval from the Public Transport Authority and Arc Infrastructure to carry out works in the rail corridor).
- 5.9.3 In progressing the service relocation works, the Consultant is to undertake and make allowance in their lump sum price to conduct their own independent Before You Dig online enquiry of the project area.
- 5.9.4 The Service location report and survey pick up file (CAD and PDF) is required to be provided to the Principal upon completion of the survey works (PGC94).
- 5.9.5 Where impacted services are identified from the site survey and service location, the Consultant will prepare the necessary design proposal(s) and liaise with the relevant service authorities to obtain quote(s) for relocation of the impacted asset(s) identified.
- 5.9.6 From the feature survey, the Consultant is required to assess the hydrology and stormwater run-off for the project site to ensure no impact of the works to the rail corridor (modelling for 100-year and 20-year average recurrence

intervals). This is to ensure earthworks extent for the road, load cases and pedestrian maze does not adversely impact the rail corridor.

- 5.9.7 The Consultant will be responsible for engaging a geotechnical consultant to undertake Cone Penetration Testing (CPT) in the rail corridor and finite element modelling so as to estimate any settlement modelling for any drill shots/horizontal direct drilling required under the rail for the purpose of installing a conduit for signalling cabling under the rail crossing to supply power to the boom mast and flashing lights. The geotechnical report is to be provided to the Principal and communicate the geotechnical properties of the in-situ material, including California Bearing Ratio, ground water level and assessment by an environmental consultant of whether any acid sulphate soils are present to the project site.
- 5.9.8 The Consultant will allow provision for two test points for the CPT (one to each side of the rail line (CPT bore to a minimum 3 metre depth). The Consultant is to obtain all necessary approval(s) from the Public Transport Authority and Arc Infrastructure to carry out works in the rail corridor).
- 5.9.9 The Consultant shall prepare the signalling (and design in-keeping with Arc Infrastructure requirements, this includes but is not limited to:
- (a) Prepare sketches, calculations, diagrams and other information to adequately explain the design at concept, 100% and IFC design.
 - (b) This includes provision of civil layout for the signalling infrastructure with cross-sections diagrams provided demonstrating the finished earthworks levels compared to ground level and location of third party services in proximity to signalling pit and conduit depths).
 - (c) Prepare a 15% design cost estimate
 - (d) Submit the 15% design to Arc Infrastructure (in consultation with the Public Transport Authority, Principal and Main Roads WA). The estimated timeframe for approval is ten (10) working days.
- 5.9.10 The Consultant will be responsible to ensure the civil design layout for the rail crossing signalling infrastructure avoids any clashes to the existing services and aligns with Arc Infrastructure's standard drawings for pavement and Level crossing surfacing details (refer specifications provided in clause 5.4.1(c) Attachment 3).
- 5.9.11 The Consultant will be responsible to ensure that the conduits and pits for the rail signalling design does not obstruct the Principal's road design.
- 5.9.12 The Consultant shall develop the approved 15% signalling design and present drawings and documents to adequately explain the 100% signalling design:
- (a) Develop the 15% design to a 100% design development level
 - (b) Co-ordinate the work of other sub-consultants. Incorporate and integrate all services requirements into the design and prepare a 100% design cost estimate
 - (c) Submit the 100% design to Arc Infrastructure (in consultation with the Public Transport Authority and Main Roads WA). The estimated timeframe for approval is ten (10) working days.

- (d) Review the developed design against the feedback received and coordinate the preparation of an updated design to Issue for Construction (IFC).
- (e) Submit the IFC signalling design to Arc Infrastructure.

5.9.13 During the construction documentation phase the Consultant shall:

- (a) Prepare complete signalling and engineering issue for construction documentation for the signalling works, underground power and street lighting which includes the preparation of specifications and schedules,
- (b) Coordinate all relevant parties to obtain all certification required to apply for service relocations/installations required for the project in the rail corridor prior to the calling of tenders,
- (c) Provide with the final report the certificate of design compliance – namely the Consultant’s Independent Design Verification (IDV) and Interdisciplinary Design Review Certificate (IDRC) for the rail crossing signalling design.

5.9.14 The Principal will be tendering the rail crossing upgrade construction works (excluding scope of works to be completed by Arc Infrastructure – track upgrades, and Main Roads WA – signs and lines. The tender process for the construction, including advertising, the issue of documents, closing, and assessment of tender submissions, will be managed by the Principal.

5.9.15 The Consultant will be required to attend any site briefing and answer any technical questions during the construction tendering process relating to the specifications as instructed by the Principal.

5.9.16 During the construction tender phase, the Consultant shall:

- (a) Not have any direct contact with any party with the exception of those parties, including – but not limited to – any sub-consultants or other parties required to undertake the works under Contract
- (b) Provide a written response within two (2) working days to the Principal to any requests for information and technical queries arising during the tender process
- (c) Attend any tender assessment meetings as directed by the Principal.

5.9.17 Post Design support during construction

The Consultant is required to provide further information (response to design clarifications or technical queries where required) and to amend drawings during the construction of the Apple Street Rail crossing Upgrade where required. This includes (but not limited to):

- (a) Provision of additional design consultation services such as provisional of technical advice in response to technical queries and requests for information.
- (b) Attendance and timely response to all requests for information.

- (c) Inspection of the construction work to confirm compliance with the rail crossing upgrade design.
 - (d) The construction works for the rail crossing upgrade is expected to start in 2025/26 Financial Year and is anticipated to take twelve (12) months.
- 5.9.18 During the administration of the construction contract phase, the consultant shall:
- (a) Nominate a senior and experienced staff member to administer the construction contract. This includes, but is not limited to, issuing instructions, certificates and variation orders, the preparation of any additional drawings needed to clarify the works and providing advice and technical support in any disputes that may arise out of the contracts
 - (b) Perform the role of Superintendent for the duration of the project.
 - (c) Attendance and timely response to all requests for information.
 - (d) Attendance at site meetings.
 - (e) Determining contract variations and assessing progress payment claims as required.
 - (f) Inspection of the construction work, attending site meetings and ensuring that any appropriate sub-consultants also attend.
 - (g) Monitoring the contractor for compliance with workplace safety and health obligations under the contract and building codes.
 - (h) Inspect the rail crossing and provide the Principal with a monthly report with photographs and commentary of site observations and identify any defect rectification items and confirm progress of the track and rail crossing upgrade works at 25%, 50%, 75%, 100% (commissioning) milestone completion.
 - (i) Submission of a practical completion defects list, practical completion certificate, summary of construction cost variations and all as constructed CAD drawings and manuals to the Principal.
 - (j) Provide authorisation to release the construction contractor's security at practical completion and final completion.
- 5.9.19 The Consultant shall coordinate site visits during the defects liability period.
- 5.9.20 Contract administration services provided by the Consultant are to continue until the construction services reaches final completion, twelve (12) months following practical completion of the construction works.

5.10 Design Requirements

- 5.10.1 The Consultant will be responsible for liaising with Arc Infrastructure to ensure the Consultant has the most up to date Arc Infrastructure procedures and design templates.
- 5.10.2 Signalling design drawings are to be presented on Arc Infrastructure's Template (Blocks and Masters).

- 5.10.3 Arc Infrastructure's drawing template dwg. will be released to the successful consultant to document the project.
- 5.10.4 The Consultant will be required to provide all relevant design calculations (this includes demonstrating all workings as required by Arc Infrastructure for review of the signalling design). This includes all relevant documentation necessary for Arc Infrastructure approval for the Apple Street rail crossing with the warning time and approach distances to be part of the design outputs.
- 5.10.5 Provision of design calculations and drawings to meet Arc infrastructure requirements as outlined in the procedure for signalling design W110-600-001 Rev #2.00 as required for this Scope which is included in clause 5.4.1(c) Attachment 3.

5.11 Design Report Requirements (Signalling design)

- 5.11.1 A written report is required to be prepared and submitted by the Consultant to the Principal in pdf format via email with the submission of the signalling drawings at the 15% (concept) and 100% rail crossing design review stages.
- 5.11.2 The report is to facilitate the review process with relevant stakeholders (Main Roads WA, the Public Transport Authority and Arc Infrastructure in providing an overview of the signalling design works completed).
- 5.11.3 The design report is to include (but not limited to) the following information:
 - (a) Executive Summary;
 - (b) Design Parameters;
 - (c) Rail design undertaken for the specified stage of works (i.e. provide a summary design items covered in 15% (concept) stage, 100% stage, Issue for Construction stage);
 - (d) Safety in design considerations (including a risk register that identifies a list of potential risks identified for the rail design, likelihood of occurrence, consequence and control measures implemented);
 - (e) Constructability considerations;
 - (f) Inspection and maintenance considerations;
 - (g) Review process feedback;
 - (h) Conclusions;
 - (i) Recommendations; and
 - (j) Email Correspondence.

5.12 Communications

- 5.12.1 The Consultant must establish and maintain effective communication and collaboration between all parties.

- 5.12.2 The Consultant must conduct themselves civilly, cooperatively and professionally, with a high degree of positive interaction between all personnel.
- 5.12.3 As the design progresses, it is anticipated that the successful Consultant will be required to communicate directly with (but not limited to) representatives from the following stakeholders:
- (a) The Principal
 - (b) Arc Infrastructure
 - (c) Main Roads Western Australia
 - (d) The Public Transport Authority
 - (e) The Principal's head construction contractor
 - (f) Service authorities.
- 5.12.4 All correspondence relevant to the design of the rail is to be provided in the Appendices of Design Reports completed and submitted to the Principal at the 15% (concept) and 100% design and issue for construction design stages of the project.
- 5.12.5 The Consultant shall supply the requisite number of relevant printed documents and supporting information necessary to complete the relevant design approvals and shall distribute them directly to the relevant agencies for their action.
- 5.12.6 All prices for services contained within this Response include disbursements, printing, copying, fuel, and travel to and from site, postage, phone calls, and other project administration costs necessary for the delivery of this project. The delivery of the WUC is critical to the Principal. The design works must commence within four (4) weeks from the Date of the Letter of Award, or earlier if possible.

5.13 Meetings

- 5.13.1 The Consultant shall within five (5) working days of receiving the letter of award submit the information requested in the letter, organise and attend a start-up meeting with the Principal.
- 5.13.2 The meeting time, day and duration are to be scheduled at mutually agreeable time to suit the Principal's Representative and the Consultant.
- 5.13.3 The Consultant Representative shall allow for the start up meeting at the Principal office at 2 Midland Square, Midland WA 6056 within the lump sum price.
- 5.13.4 The Consultant Representative shall allow for a risk assessment meeting at the Principal office at 2 Midland Square, Midland WA 6056 within the lump sum price.
- 5.13.5 The Consultant must allow for design progress review meetings with the Principal at each of the road design stages – 15%, 85%, 100% and construction documentation within the lump sum price.

- 5.13.6 Design meetings will be held on a fortnightly basis.
- 5.13.7 The Consultant is required to have in attendance at the fortnightly meeting a minimum of one person who is directly involved in the project and who is fully aware of design progress and in a position to provide feedback comments to the Principal in relation to design progress and relay instructions to the Consultant's team.
- 5.13.8 The Consultant will be responsible for maintaining an up-to-date design schedule (Gantt chart) and report the tracking the current delivery items against the original baseline proposed in the Response at the fortnightly progress meeting.
- 5.13.9 Fortnightly meetings will be required on site during the construction phase of the project.
- 5.13.10 The Consultant will be responsible for arranging attendees, organising and facilitating all meetings.
- 5.13.11 Comprehensive minutes of meetings shall be taken by the Consultant and issued to all attendees within five (5) working days from the date of the meeting.

5.14 Risk workshop

- 5.14.1 Following Contract award, the successful Respondent will be required to attend a risk workshop to assist in identifying the potential risks and likelihood of risk occurring for the project.
- 5.14.2 In addition to determining the risks, the purpose of this workshop will be to also identify potential control measures that can be implemented for the project and the anticipated consequence/impact for each risk and control measures defined.
- 5.14.3 Following Contract award for the scope of works identified in this document, the Risk Workshop will be organised by the Principal's Representative to be held at the City of Swan, Midland Offices..
- 5.14.4 Attendance to the risk workshop is mandatory. The Consultant is required to have in attendance at the meeting, a minimum one (1) person who is directly involved in the rail design scope of works outlined in Part 5, who is fully aware of the requirements of the design process, and who is in a position to provide feedback comments to the Principal in identifying risks associated with the rail crossing design and advising of suitable controls that could be considered for implementation.

5.15 Communication

- 5.15.1 All communication with parties external to the contract is required to be issued through the Principal's Representative.
- 5.15.2 Communication with the media (including social media) regarding this project is not permitted without prior consent being obtained in writing from the Principal.

5.16 Documentation requirements

- 5.16.1 Construction documentation is required to reference delivery under the AS 4000 – 1997 – General Conditions of Contract.
- 5.16.2 At completion of the project, and at relevant phases of design, the Consultant shall provide the Principal with the following:
- (a) All AutoCAD drawings, including xref's for the entire project
 - (b) Complete working folder to the 12d design project used to create the final drawing set
 - (c) Any additional survey acquired to enable completion of the design
 - (d) All copies of design phases in PDF format.
- 5.16.3 The Consultant shall also provide all associated plans, maps, diagrams or electronic representation of the options that are developed as part of this contract in both .pdf and .dwg file format via email or electronic file transfer to the Principal's Representative.
- 5.16.4 The Consultant shall provide the Principal with electronic copies of all drawings in a format compatible to a minimum of AutoCAD 2010 and PDF.
- 5.16.5 For the signalling design package, this includes (but not limited to):
- (a) Design request for information register
 - (b) Construction specification
 - (c) Design Report
 - (d) Civil and Structural (i.e. layout of access pads, load cases and signalling pits and conduits, boom masts)
 - (e) Power Calculations
 - (f) Signalling design (bill of materials, circuit book and signalling plan)
- 5.16.6 File templates provided by the Principal are to be used by the Consultant in their documentation.
- 5.16.7 The Consultant is required to electronically submit to the Principal, a zipped file of all construction documentation in PDF and CAD format, a minimum of ten (10) working days prior to the tender advertising date.
- 5.16.8 Following practical completion, the Consultant shall provide the following documents to the Principal's Representative:
- (a) One (1) set of computer CAD documentation of "As Constructed" drawings in DWG format
 - (b) One (1) set of computer CAD documentation of "As Constructed" drawings in PDF format.

5.17 Survey data and existing services

- 5.17.1 It is the responsibility of the Respondent to review the information provided in clause 5.4.1(b) Attachment 2 to determine if sufficient information is required to undertake concept designs for the rail crossing upgrade.
- 5.17.2 From a recent Before You Dig Online enquiry performed by the Principal's Representative, the Principal is aware of the following service utility services in the project site:
- (a) ATCO gas,
 - (b) Western Power,
 - (c) Telstra,
 - (d) NBN,
 - (e) Vocus (Nextgen),
 - (f) Optus,
 - (g) Arc Infrastructure; and
 - (h) Water Corporation
- 5.17.3 It is expected that the Respondent undertakes their own independent Before You Dig online enquiry in review of the rail crossing project area (at no expense to the Principal), as part of the Respondent's preparation of a Response to this Request for Tender, to identify the existing registered services within the project area and rail corridor of Stock Road.

5.18 Approvals

- 5.18.1 The Consultant will be responsible for identifying all necessary service relocations in the rail corridor and progressing applications to service authorities.
- 5.18.2 The Consultant is to undertake and make allowance for their own independent Before You Dig online enquiry of the rail crossing project area.
- 5.18.3 The Consultant must arrange service location and survey pick up for the project site in the rail corridor and to identify any existing services that need to be relocated at this location.
- 5.18.4 A service location report and survey pick up file shall be provided to the Principal's Representative upon completion of the survey works.
- 5.18.5 The Consultant will be responsible in obtaining all required approvals in order to carry out the rail crossing design (this includes traffic management plans and rail safety management plans) related to any works in the rail corridor required to be carried out by the Consultant (or sub-consultants) for design investigation such as (but not limited to): service location, survey and/or geotechnical testing.
- 5.18.6 The Principal has obtained a clearing permit for the project site. However, in progressing the design to IFC, should it be determined that the clearing permit area requires amendment, such that additional clearing area is required. The Consultant is required to engage an environmental consultant to carry out an

assessment and provide a report of the site location (reconnaissance flora and vegetation assessment; Level 1 fauna and black cockatoo assessment) to identify any additional native vegetation required to be removed for the project (and identify any fauna that may be impacted by the works) and prepare a clearing permit application on behalf of the Principal for submission to the Department of Water and Environmental Regulation's (DWER) for approval.

5.18.7 In instances where the Consultant (or sub-consultants) are required to carry out works in the rail corridor the Consultant will be responsible to:

- Coordinate approvals for working in the rail corridor from Arc Infrastructure and the Public Transport Authority
- Preparing and obtaining approval of traffic management plans where required for any site investigations in the rail corridor
- Preparing and obtaining rail safety management plans for any site investigations in the rail corridor and engaging a Protection Officer during works carried out in the rail corridor

5.19 Claims and Payment

5.19.1 As outlined in AS4122-2010, refer to clause 3.1.

5.20 Appointment of suitably qualified personnel

5.20.1 For the signalling design scope of works, the Principal requires that the Consultant appoints four suitably qualified and experienced personnel (as outlined in Clause 6.3.2) with relevant rail design experience in Western Australia, who have worked on similar projects and successfully carried out previous projects requiring the preparation of the items outlined in Clause 5.2.

5.20.2 Interaction between stakeholders is critical to ensure a compliant design is achieved. As such qualified personnel appointed by the Consultant are required who have strong communication and assertiveness skills and promote positive interactions between parties.

5.20.3 In the event that the Consultant proposes to change the design personnel during the course of the contract, the proposed personnel must have similar level of experience and qualifications.

5.20.4 A summary of signalling engineering competencies is provided with Request For Tender for information purposes in clause 5.4.1(c) Attachment 3.

5.21 Sub-consultants

5.21.1 In the event the Consultant proposes to utilise sub-consultants to carry out the Scope outlined in this Request, the Principal requires that these design sub-consultants are suitably qualified personnel and meet the Requirements as outlined in applicable sections of Clause 6.3.2. The Consultant will be responsible to ensure that the work of all sub-consultants is acceptable to all stakeholders. It is the Consultant's responsibility to ensure Sub-consultants are made fully aware and are compliant with the contractual obligations as outlined in this Request for Tender Contract and Attachments including AS 4122-2010.

- 5.21.2 Any design works carried out under this Contract by sub-consultants, managed by the Consultant are to be subject to the same rates as outlined in the price schedules in Clause 6.4 of this document.

PART 6 TENDERER'S OFFER**6.1 Offer form****TO:** The Chief Executive Officer, City of Swan**ENTITY NAME:** _____
(Must include the full business name of the Tenderer including the name of any trustee (individual and/or company), trust, partners, partnership and any business/trading name)**ADDRESS:** _____**POSTAL ADDRESS:** _____

ABN: _____ ACN (if any): _____

Telephone No: _____ E-mail: _____

Website (if any): _____

In relation to RFT24JD13 – Provision of Consulting Services for Apple Street Upper Swan rail crossing upgrade, I/we agree that I am/we are bound by, and will comply with:

- (a) This Request and its associated schedules, attachments, all in accordance with the conditions of tendering contained in this Request signed and completed.
- (b) All Tenders shall remain valid and open for acceptance for a minimum period of ninety (90) days from the date of the Request closing unless extended on mutual agreement between the Principal and the Tenderer in writing.
- (c) There shall be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.
- (d) The Tendered consideration is \$ _____ (lump sum fixed price excluding GST) as provided in the price schedule in the prescribed format of the Tender.**

Dated this: _____ day of _____ 20____

Signature of authorised signatory of Tenderer_____
Witness signature_____
Name of authorised signatory (BLOCK LETTERS)_____
Name of witness (BLOCK LETTERS)_____
Position_____
Position_____
Address_____
Address

6.2 General and corporate information

The Tenderer shall complete and submit all sections of Part 6. Where an item is not applicable it should be marked "N/A" and an explanation provided, where appropriate, of why it is not applicable.

6.2.1 Organisation profile and referees

<p>Attach your organisation profile and label it "Attachment 1 – Organisation profile".</p> <p>This profile must include the names of all business owners / company directors as registered with ASIC / office bearers of the organisation.</p> <p>The organisation contained in your organisation profile <u>IS</u> 'the Tenderer'. The Tenderer must be a single legal entity capable of entering into a contractual arrangement in the Tenderer's name.</p>	<p>Attachment 1</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>If companies are involved, attach an ASIC current company extract for the company (available from https://asic.gov.au/) and label it "Attachment 2 – ASIC documentation".</p> <p>The extract must have been performed within the current financial year and reflect the current company director(s).</p>	<p>Attachment 2</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>Are you considered a Small Business under section 23(4) of the Australian Consumer Law? A Small Business is defined as having fewer than 100 employees or less than \$10,000,000 of annual turnover</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>Attach details of your referees, and label it "Attachment 3 – Referees". You should give examples of work provided for your referees where possible.</p>	<p>Attachment 3</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>

6.2.2 Agents

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

6.2.3 Trusts

<p>Are you acting as a trustee of a trust?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>If Yes, in an attachment labelled "Attachment 5 – Acting as trustee":</p> <p>(a) Give the name of the trust and include a copy of the trust deed (and any subsequent variations or related documents)</p> <p>(b) If there is no trust deed, provide the names and addresses of beneficiaries.</p>	<p>Attachment 5</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>

6.2.4 Subcontractors

Do you intend to subcontract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed and label it "Attachment 6 – Subcontractors".	Attachment 6 <input type="checkbox"/> Tick✓if attached

6.2.5 Conflicts of interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or is any such conflict of interest likely to arise during the Contract? For example, do you own land or reside within the City of Swan; have you acted as a consultant for landowners within the City of Swan; do you sit on any committees relevant to this Contract work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Attachment 7 – Conflict(s) of interest".	Attachment 7 <input type="checkbox"/> Tick✓if attached

6.2.6 Financial position

Are you presently able to pay all your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attach a financial profile for you and your subcontractors (if any), that demonstrates your (and their) financial capacity, together with a list of financial referees. This may include annual financial statements (profit and loss, balance sheet, depreciation schedule and accompanying notes) or letter from your accountant/financial institution. Attach and label "Attachment 8 – Financial profile and referees".	Attachment 8 <input type="checkbox"/> Tick✓if attached

6.2.7 Insurance coverage

The insurance requirements for this Request are stipulated at clause 4.2 of this Request. Tenderers are to supply evidence of their insurance coverage in a format as outlined below in "Attachment 9". A copy of the certificates of currency is to be provided to the Principal within fourteen (14) days from the date of award of contract.	Attachment 9 <input type="checkbox"/> Tick✓if attached
---	---

Type	Insurer	Policy No.	Value (\$)	Expiry date
Public liability				
Professional indemnity				
Workers compensation				

Failure to provide details of insurance coverage in accordance with the specified insurance levels stated in clause 4.2 of this Request may eliminate the Tender from consideration at the Principal's discretion.

6.2.8 Occupational safety and health

Tenderers are to supply a copy of their occupational safety and health policy or statement. Attach and label "Attachment 10 – Occupational safety and health policy or statement".	Attachment 10 <input type="checkbox"/> Tick✓if attached
---	--

6.3 Response to Selection Criteria

6.3.1 Compliance criteria

Description of compliance criteria	Yes/No
(a) Have you complied with the Requirements contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(b) Have you complied with the conditions of tendering contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(c) Have you complied with the delivery date/time of lodging the Tender?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(d) Have you complied with and completed the price schedule?	Yes <input type="checkbox"/> No <input type="checkbox"/>

6.3.2 Qualitative criteria

Before answering the qualitative criteria, Tenderers shall note the following:

- All information relevant to your answers should be contained within your response to each criterion.
- Tenderers shall assume that the evaluation panel has **no** previous knowledge of your organisation, its activities or experience.
- Tenderers shall provide full details for any claims, statements or examples used to address the qualitative criteria.
- Tenderers shall address each issue outlined within a qualitative criterion.

Relevant experience	Attachment 11 <input type="checkbox"/> Tick✓if attached
----------------------------	--

<p>Demonstrate your organisation's experience in completing/supplying similar Requirements. Tenderers shall as a minimum address the following information:</p> <p>(a) Provide details of similar work</p> <p>(b) Provide scope of the Tenderer's involvement including details of outcomes</p> <p>(c) Provide details of issues that arose during the project and how these were managed</p> <p>(d) Demonstrate sound judgement and discretion.</p> <p>Supply details in an attachment and label it "Attachment 11 – Relevant experience".</p>	
<p>Skills and experience of key personnel</p> <p>Tenderers should provide as a minimum information of proposed personnel to be allocated to this project, such as:</p> <p>(a) Their role in the performance of the Contract</p> <p>(b) Curriculum vitae</p> <p>(c) Membership to any professional or business association</p> <p>(d) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement</p> <p>(e) Any additional information.</p> <p>*The Respondent must provide a curriculum vitae for the following personnel for the Principal to send to Arc Infrastructure for review as part of the Tender Evaluation Process. Each key personnel shall have competency requirements as outlined in the clause 5.4.1(c) Attachment 3 (Reference document: WestNet Rail Procedure for the Control of Signal Engineering Competencies).</p> <ul style="list-style-type: none"> • Design Engineer • Checking Engineer • Lead Design Engineer • Approving Engineer or Manager <p>Supply details in an attachment and label it "Attachment 12 – Key personnel".</p>	<p>Attachment 12</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>
<p>Methodology</p> <p>Tenderers should demonstrate an appreciation of the Requirements and provide an outline of their proposed methodology in an attachment and label it "Attachment 13 – Methodology".</p>	<p>Attachment 13</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p>

6.4 Price Information

Tenderers **must** complete Clause 6.4.2 "Price Schedule". Before completing the Price Schedule, Tenderers should read the entire Request.

6.4.1 Price Basis

Lump sum – fixed price.	Yes <input type="checkbox"/> No <input type="checkbox"/>
-------------------------	---

Attach Price Schedule(s) and label "Attachment 14 – Price schedule(s)"	Attachment 14 <input type="checkbox"/> Tick✓if attached
--	---

6.4.2 Price Schedule

This Section contains price information in the form that the Principal wishes to receive it. Tenderers must complete all of the following price schedule(s). Before completing the price schedule(s), Tenderers should read the entire Request for Tender.

The price schedule is to be completed in full and in the format as detailed below. All boxes are to be completed in full. Tenderers not wishing to submit prices for an item should insert "N/A" into the box. Failure to follow instructions implicitly may render the Tender invalid.

Price schedule A – Lump sum price

The Tenderer shall price all tasks in the price schedule. The prices entered shall fully cover all the obligations of the Consultant under the Contract.

Item	Item description	Total price Tendered (ex GST)	GST component	Total price Tendered (inc GST)
1	15% (Concept) signalling design documentation			
2	100% signalling design documentation (including safety in design report)			
3	Tender documentation			
4	Contract (Issue for Construction) documentation			
5	Underground power design inputs			
6	Environmental consultancy			
7	Meetings (Including Risk Assessment workshop)			
8	Surveyor services			
9	Hydraulic engineering			
10	Geotechnical engineering			
11	Service relocations applications			
12	Road design review (including signs and lines mark-up)			
13	Superintendency and administration of the construction contract			
14	Construction Progress Reporting			
15	Services during DLP Period			
16	Cost consultant			
	TOTAL LUMP SUM PRICE			

Total lump sum amount in words (excluding GST)

Price Schedule B – Schedule of rates for additional services

The Tenderer shall provide pricing for additional services that fall outside the Requirements contained in this Request.

Item	Item description	Unit of measure (per)	Price Tendered per unit (ex GST)	GST amount	Price Tendered per unit (inc GST)	Estimated quantity
1	Associate Civil Engineer / Project Director	Per Hour				
2	Approving Engineers/Manager	Per Hour				
3	Lead Design Engineer	Per Hour				
4	Project Engineer	Per Hour				
5	Senior/checking Engineer	Per Hour				
6	Design Engineer	Per Hour				
7	Draftsperson	Per Hour				
8	Surveyor	Per Hour				
9	Cost Consultant	Per Hour				
10	Environmental Consultant	Per Hour				
11	Civil Engineer	Per Hour				
12	Geotechnical Engineer	Per Hour				
13	Hydraulic Engineer	Per Hour				
14	Road Safety Auditor	Per Hour				
15	Electrical Engineer	Per Hour				

Additional services require authorisation by the Principal.

The Principal offers no guarantee as to the quantity of additional services required.

THIS IS THE END OF THIS DOCUMENT