



City of  
Kalgoorlie  
Boulder

## Request for Tender

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<b>Request for Tender:</b>	Kalgoorlie Boulder Oasis Sports Hall AC Replacement
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<b>Deadline:</b>	Monday 13 May 2024 at 2pm AWST
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<b>Address for Delivery:</b>	<p><b>Tenders must be delivered:</b></p> <p><b>Electronically</b> to - <a href="http://www.Tenderlink.com/ckb">www.Tenderlink.com/ckb</a> (preferred) OR;</p> <p><b>By hand</b> to – The Tender Box City of Kalgoorlie-Boulder 577 Hannan Street Kalgoorlie WA 6430 OR;</p> <p><b>By post</b> to – The Tender Box City of Kalgoorlie-Boulder PO Box 2042 Boulder WA 6432</p> <p><b>RESPONSES SENT BY EMAIL AND FACSIMILE TRANSMISSION WILL NOT BE ACCEPTED</b></p>
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<b>RFT Number:</b>	RFT020-23/24
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## **1 Conditions of Tendering**

### **1.1 Definitions**

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

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract in Part 3.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	City of Kalgoorlie-Boulder.
<b>Request OR RTF OR Request for Tender</b>	This document.
<b>Requirement:</b>	The Services requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Tender:</b>	Completed Offer form, Response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.
<b>WHS:</b>	Work Health and Safety Act 2020 and applicable regulations.

### **1.2 Tender Documents**

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (read and keep this part).
- Part 2 – Specification and/or plans/drawings (read and keep this part).
- Part 3 – General Conditions of Contract (read and keep this part).
- Part 4 – Special Conditions of Contract (read and keep this part).

Part 5 – Tenderer's Offer (complete and return this part).

**Separate Documents**

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

**1.3 How to Prepare Your Tender**

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

**1.4 Contact Persons**

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

<b>Name:</b>	Tender Administration Officer
<b>Telephone:</b>	08 9021 9600
<b>Email:</b>	procurement@ckb.wa.gov.au

**1.5 Prequalification Requirements**

\*Not used. \*

**1.6 Deposits for Requests**

\*Not Used. \*

**1.7 Tender Briefing/Site Inspection**

Attendance at this meeting is not mandatory.

Tenderers are required/requested to attend Tender briefing at the Oasis Building on Tuesday 23 April 2024 at 2:00 pm AWST.

The location of the meeting is 99 Johnston St, Somerville WA 6430.

The Tender Briefing will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

RSVP your attendance by contacting [procurement@ckb.wa.gov.au](mailto:procurement@ckb.wa.gov.au) no later than Friday 19 April 2024.

## **1.8 Lodgement of Tenders and Delivery Method**

The tender must be lodged by the Deadline. The Deadline for this request is Monday 13<sup>th</sup> May 2024 at 2pm AWST.

The Tender is to be delivered via the principal's e-procurement portal at [www.Tenderlink.com/ckb](http://www.Tenderlink.com/ckb). Tenderers who submit via this delivery method will receive a Successful Submission Receipt timed and dated upon completion. Should assistance be required, please use the online manual on the portal under Support/Online Manuals/Making a Submission or contact TenderLink Customer Support on 1800 233 533.

## **1.9 Rejection of Tenders**

A Tender will be rejected without consideration of its merits in the event that:

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

## **1.10 Late Tenders**

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

## **1.11 Acceptance of Tenders**

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

## **1.12 Disclosure of Contract Information**

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

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

### **1.13 Tender Validity Period**

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### **1.14 Precedence of Documents**

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

### **1.15 Alternative Tenders**

All Alternative Tenders must be accompanied by a conforming Tender.

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

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

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### **1.16 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

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



### **1.17 Alterations**

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

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

### **1.18 Risk Assessment**

The Principal may have access to and give consideration to:

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

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

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

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

### **1.19 Evaluation Process**

This is a Request for Tender.

Your 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 (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (eg tendered prices) and other relevant whole of life costs are considered.

- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

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

### **1.20 Selection Criteria**

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

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

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

### **1.21 Compliance Criteria**

These criteria are detailed within Part 5 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

### **1.22 Qualitative Criteria**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

### **1.23 Value Considerations**

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

<b>Criteria</b>	<b>Weighting</b>
Tendered Price	50%

### **1.24 Regional Price Reference (*optional*)**

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Principal's CORP-AP-005 REGIONAL PRICE PREFERENCE POLICY

### **1.25 Price Basis**

Option A: Fixed Prices

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

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

### **1.26 Ownership of Tenders**

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

### **1.27 Canvassing of Officials**

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

### **1.28 Identity of the Tenderer**

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

### **1.29 Costs of Tendering**

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

### **1.30 Tender Opening**

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

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

The Tender Opening will be held on or as soon as practicable after the Deadline at City of Kalgoorlie-Boulder, 577 Hannan Street, Kalgoorlie WA 6430.

### **1.31 In House Tenders**

The Principal does not intend to submit an In House

## 2 Specification

### 2.1 Definitions

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

<b>Contractor's Representative:</b>	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
<b>Principal's Representative</b>	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
<b>Works or Services:</b>	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

### 2.2 Scope of works

The Goldfields Oasis is the City's primary indoor sport and aquatic centre, it was initially constructed in 1999 with a series of expanded outdoor water play and energy saving initiatives has remained consistent with its original development.

Based on the original construction drawings the evaporative cooling systems were installed as part of the initial construction in 1999, which makes the systems approximately 24 years old. The economic life expectancy, with good preventative maintenance is around 15 years, as such these existing units are well beyond their life expectancy and due for replacement.

This is a contract for the supply and delivery of all goods and materials to the site, provision for all machinery, labour, accommodation costs, implements, tools and such equipment as will be necessary to the City of Kalgoorlie Boulder, Oasis building as set out in this document, drawings and generally set hereunder.

The current evaporative cooling systems are in poor condition and at end of live, making it difficult to maintain sufficient air temperature and air quality through the seasons. As a result, the city investigated remediation and/or replacement options for the current system.

The city engaged BCA Consultants to undertake a survey of the air conditioning equipment serving the existing Kalgoorlie-Boulder Oasis Building sports hall.

The current air distribution of these system is via, 1-off outlet per system. Each outlet discharges through the perimeter hall at high velocity at a reasonably low level, approximately 3.4 m above the floor level.

This arrangement has some main issues that are not suitable for a sports hall:

1. High velocity discharge at low level causing interruption to the function of some sporting activities, especially sports such as Badminton. Apparently, Oasis's badminton cannot be played on the side of the hall where the evaporative coolers are discharging, due to the shuttle cock being severely disrupted.
2. Noise is a problem. There is only a short length of duct from the unit to the outlet and therefore there is very little attenuation provided and as a result noise transfer into the space. To exacerbate the noise issue, the high velocity air from each grille also produces noise. This makes the environment uncomfortable for the patrons.
3. Particles/debris being blown onto the courts, due to age and external conditions.

4. Humidity at times leaves moisture on the playing surfaces of the sports hall.

## **2.3 Specific Requirements of the Contract**

### **2.3.1 Control, Witness and Hold Points**

When the Work under the Contract is nearing a Control Point (Witness Point or Hold Point) the Contractor must give the Superintendent not less than three (3) clear working days' notice of the date upon which the Control Point is likely to be reached.

The Contractor is prohibited from concealing or proceeding with work associated with a Control Point unless three (3) consecutive working days have lapsed after the Superintendent has been duly notified without any response, confirmation, or communication.

The following Control Points are to be read in conjunction with the control points stipulated in Section 2.8 Project Phases.

The Contractor shall comply with the following Control Points - Witness (W) and Hold (H):

- |   |   |
|---|---|
| • Contractor's Programme of Works.                                | H |
| • Site specific safety management plan.                           | H |
| • Dilapidation survey.  | H |
| • Safe work method statements.                                    | H |
| • Prestart checks and site establishment.                         | W |
| • Protection of surrounding areas and laydown areas and surrounds | W |
| • Superintendent/Engineering inspection.                          | H |
| • Engineering Inspection Certification.                           | H |
| • Services located/exposed.                                       | H |
| • Material selection for finishes.                                | H |
| • Submission of test certificate(s).                              | H |
| • Structures founded, formed and joined.                          | W |
| • Services installation.  | W |
| • Final inspection and testing.                                   | H |
| • Latent (unforeseen) conditions.                                 | H |

## **2.4 Delivery Strategy/ Implementation Timetable**

The successful contractor with the assistance of the Project Manager will prepare a Project Delivery Strategy for the Project. The Strategy should address such matters as may be required by the Principal, without limitation:

- Risk areas, phasing the construction, commissioning and handover of the project should be considered.
- scheduling the construction program/s to minimise any negative impact to key stakeholders.
- the establishment of a master time plan including suitable contingencies.
- the contractor along with the Project Manager will be required to provide a detailed schedule nominating Project Control Group (PCG) meetings required.

The key milestones of the project are as follows:

<b>Milestone</b>	<b>Date</b>
Appointment of Contractor	June 2024
Commence ordering and product lead times	June 2024
Stakeholder meetings	June to September 2024
Risk assessment	June to September 2024
Commencement of works	September 2024
Practical Completion	To be agreed
Defect Liability Period	To be agreed

Note - **These milestones are indicative only**. Respondents are to prepare and submit a realistic program which can be delivered and committed to. Once the program has been agreed, only delays caused by the Principal will constitute a time extension.

## 2.5 Risk Management

Risk analysis and management is an essential part of this project. Risks will be identified early, then proactively managed throughout the duration of the project. Although risk management occurs as part of day-to-day activity, formal sessions will also be required on as needed basis.

The successful contractor with the assistance of the Project Manager will develop a formal procedure for Risk Management, which will require the following to be established:

- Major stakeholders and their objectives.
- The forum for managing risk.
- The scope of the project and each risk management exercise.
- The stages and frequency at which risks will be reviewed.

During the risk management exercise, the following actions will be undertaken:

- Assessment of the risk events.
- Prioritization of risks.
- Formation of a risk response strategy and action plan.

The following high-risk conditions shall be taken as high priority in accordance with the latest WHS Regulations:

- Contaminants (internal and external) during dismantling existing and installing the new.
- Airborne contaminants (internal and external) during dismantling existing and installing the new.
- Combustible substances.
- Noise Control during the duration of the project.

It is proposed to conduct the first formal Risk Management exercise as soon as practical after the contractor has been appointed. This will involve the PCG. An early risk management evaluation will highlight the major issues most likely to adversely affect the project.

It is anticipated that further Risk Management exercises will be held at regular intervals throughout the project.

## **2.6 Quality Management**

The Contractor is to implement and maintain a quality assurance system that meets the requirements of ISO 9001:2015

If requested, the contractor will be required to submit a project specific quality plan to the Superintendent and it shall contain, but shall not be limited to:

- a policy or mission statement.
- a project organisation and responsibility plan.
- the contractor's quality system.
- details of design control procedures.
- details of document control procedures.
- non-conformance and procedures for corrective action.
- monitoring and reporting procedures.
- defects inspection procedures.
- records for quality control.

It is anticipated quality audits will be conducted periodically, or as deemed necessary by the Project Manager.

The contractor will be required to allow the Project Manager (or nominated Council representatives) full access to their records for the purpose of quality audits.

If as a result of the audit process, non-conformance items are identified, it will be the contractor's responsibility to instigate corrective action to rectify the non-conformance items to the satisfaction of the Project Manager at the consultant's cost. If the Project Manager is not satisfied with the outcomes of this process, the contractor will be instructed to appoint and pay the cost of an external auditor to monitor the consultants QA system for a duration as deemed necessary by the Project Manager at the cost of the Contractor.

## **2.7 Approvals**

In the contract there are several instances where an approval (whether described as an approval, review, inspection, or the like) by the Superintendent is required. Notwithstanding such provisions, the Superintendent and the Principal have no obligation to the contractor to approve and the contractor has no entitlement to an approval. The contractor is responsible for ensuring that the design, materials, or work (for which approval was required) are suitable for purpose and complies with the requirements of the contract.

The contractor must not delay work pending any approvals, but the contractor must nevertheless give the Superintendent all notices, drawings or other information required by the specification and must give them at the times provided for in the contract. Where the



contract provides a period for approval by the Superintendent of drawings or other information, then the contractor must not use the drawings or information for construction purposes until the expiration of the period.

Where it is provided in the contract that the contractor must obtain the approval of the Superintendent, the stage of the work at which approval is required will be regarded as a Control Point and (where a different period is not provided) the contractor must give the Superintendent three (3) clear working days prior notice of the time when the contractor expects to reach the Witness Point. Where the contract provides a different period of prior notice, that period will apply.

## **2.8 Project phases**

The Contractor will be required to provide, as scheduled below, the following Documentation for each stage.

### **2.8.1 Project programme**

A full Project Programme is to be provided giving the proposed completion date for each phase of the project and Control Points for allowing sign off by the Principal and or Superintendent for progression to the next phase. **A Gantt chart must be provided as part of the Tenderers Offer under clause 5.2.2 Qualitative Criteria - (A)** outlining the project timeline, milestones and progress for the full duration of the project.

It is envisioned that the project will have the following phases for delivery of the Requirements:

PHASE A. CONSTRUCTION

PHASE B. COMPLETIONS / PRACTICAL COMPLETION

PHASE C. DEFECTS & LIABILITY PERIOD

### **2.8.2 General inclusion for phases**

The following is a breakdown of phases required for the entire Works in brief and will be a minimum of items to include at each phase. The general inclusion of phases should be read in conjunction with the Drawings and Specifications attached as appendices in this Request for Tender.

#### **PHASE A CONSTRUCTION**

- All works are to be undertaken as per the attached documentation.

#### **SPECIAL REQUIREMENTS**

- **Employee, Patron, and Pedestrian Safety:**

As per the requirement of the Principal to maintain full business operation for all business units, Tenders are to clearly stipulate in their proposal under **clause 5.2.2 Qualitative Criteria - (A)**, the proposed methodology for patron and pedestrian safety, emergency exit processes and any other further procedures and processes to maintain a safe and secure operating Works Site.

## **CONTROL POINTS PHASE A**

- As per this RFT in section 2.3 “Specific Requirements of the Contract”- Witness and Hold Points.
- Connection and Commissioning.
- All signed Certificate & Sufficient Certifications as required under the Western Australia Building Act 2011.
- Consultants’ inspection and certification.

## **PHASE B COMPLETIONS / PRACTICAL COMPLETION (PC)**

The items listed below are to be included for the Requirements but are not limited to the following:

- Certifications:
  - Including Engineering Certificate(s)
- All Testing and confirmation of commissioning of Supply Services:
  - Submission of Testing Certificates and results to Superintendent.
- Contractor:
  - Notification of Completion.
  - All Certificate & Sufficient Certifications for achievement of final handover from the Builder.
- Practical Completion (PC):
  - Final Defects inspection.
  - All noted defects by the Superintendent to be completed as per General Conditions of Contract.
  - All Works must be completed to the satisfaction of the Superintendent.
  - All Items in Works claimed and completed as to the satisfaction of the Superintendent.
  - Received copy of relevant certificates and warranties is a requirement of meeting PC. i.e. PC will not be issued by the Superintendent without the relevant certificates and warranties.

## **CONTROL POINTS PHASE B**

- As Constructed Documentation.
- Maintenance Manuals.
- Warranty Information.
- User Guides & Instruction Manuals.
- Connection and Commissioning of Services.
- All signed Certificate & Sufficient Certifications for engineering approvals, E.G.
  - Inspection.
  - Connection of Services.
- Consultants’ inspection and certification.
- Superintendents Final Defects Inspection.

## **PHASE C DEFECTS & LIABILITY PERIOD**

The Defects Liability Period shall commence on the date of the Certificate of Practical Completion. As soon as possible after the Certificate of Practical Completion, the

Contractor shall rectify any defects or omissions in the Work under the Contract existing at Practical Completion.

At any time prior to the expiration of the Defects Liability Period, the Superintendent may direct the Contractor to rectify any defect in the Works under the Contract existing at the Date of Practical Completion or which becomes apparent prior to the expiration of the Defects Liability Period.

If the work of rectification is not commenced or completed by the stated dates, the Principal may have the work of rectification carried out at the Contractor's expense. With respect to such defect and the cost of the work of rectification incurred by the Principal shall be a debt due from the Contractor.

If it is necessary for the Contractor to carry out Work of rectification, the Contractor shall do so at times and in a manner which causes as little inconvenience to the occupants or users of the Works as is reasonably possible.

### **2.8.3 Storage on site**

Store all materials and equipment on site in approved location to prevent damage to the surrounds.

Keep storage areas in a neat and tidy manner to minimise hazards to persons, materials, and equipment and to always enable continuous access to operating facilities.

Comply with any instructions given concerning storage or use of flammable or combustible materials. Do not use roads, driveways, paths, hard standings, and the like, forming part of the Works for access or storage unless prior approval has been given by the Superintendent.

Toxic chemicals shall not be stored on the site without the prior written approval of the Superintendent.

Additional storage areas may be provided by the city off site at its depot.

### **2.8.4 Disposal of contaminants**

The Contractor is to prevent all contaminants from leaving the site. Remove refuse (including food scraps and the like) resulting from Work under the Contract from the site.

No fires are to be lit on the site for disposal of rubbish.

### **2.8.5 Existing flora**

Adequately protect from damage all trees and other plants, lawns etc. which need not be removed or destroyed for works operations, or which are shown on the Drawings and/or specified to be retained, or which are beyond the limits allowed to the Contractor as shown or specified. If damaged, reinstate to approval of the Superintendent on completion.

### **2.8.6 Environmental protection**

All Work shall be carried out in such a manner as to avoid nuisance and/or damage to the environment, and, in conformity with all statutory requirements. In this regard, and prior to commencing any Works on site.

No variation in costs or extensions of time will be allowed due to these requirements.

The Contractor will be responsible for any damage and compensation payments as a result of non-observance of these requirements. The Principal will not consider a claim by the Contractor arising out of these requirements.

### **2.8.7 Dust, noise & inconvenience**

The Contractor is to keep all dust, noise, and inconvenience to an absolute minimum at all times. The Contractor shall plan and carry out the Works to avoid erosion, contamination and sedimentation of the site and its surroundings. Periodically sweep all areas affected by site material.

No noise or smoke or other nuisance, which in the opinion of the Superintendent is unnecessary or excessive, shall be permitted by the Contractor in the performance of the Works under this Contract. Should Work outside customary working hours be approved, the Contractor shall not use, during such period, any plant, machinery, or equipment which in the opinion of the Superintendent, is causing or is likely to cause a nuisance to the public.

No noisy works likely to disturb occupants and patrons shall be undertaken during the hours precluding such activity. Fit all noisy plant and equipment with effective silencers of a type recommended by the equipment manufacturer. Any reverse beacon to have reversing beacons sensitive to excessive noise conditions and where able to have 'white noise reversing beacons. Keep all tools and silencers in first class condition. Supervise operators of such equipment to ensure that the silencers are always in place while the tools are being used.

### **2.8.8 Industrial relations**

The Contractor must carry out all Works in conformance with the current Industrial Relations Acts, relevant awards and/or Industrial agreements and legal obligations, and must ensure that all sub-contractors, Consultants and Suppliers do likewise. The Principal will not be bound to pay any site allowance costs that the Contractor may enter into with its sub-contractors, suppliers or employees.

### **2.8.9 Failure to comply**

If, at any time, the Contractor has not prepared the specified Construction Program, or updated it as specified, then notwithstanding the General Conditions of Contract, the Principal shall not be required to make payments to the Contractor until the expiration of the 28th day after the required action has been carried out.

## **2.8.10      Work health & safety**

The Contractor shall carry out all Works in strict conformity with the requirements of the current relevant WH&S Acts.

Nothing in this Contract shall be taken to limit the powers of the Superintendent or the responsibilities of the Contractor under the Contract, and particularly the power and responsibilities conferred and imposed pursuant to the General Conditions of Contract.

The Contractor is required to provide a compliant Site-Specific Safety Management Plan (SSSMP). The Superintendent may suspend site Works, pursuant to Clause 33.1 (b) of the General Conditions of Contract, until a compliant SSSMP is approved by the Superintendent.

The Contractors personnel including but not limited to sub-contractors, labourers, and plant operators must have all applicable insurances, licences, and tickets for the Works to be carried out on site by those individuals and or company. This is to be maintained and available upon request on site and electronically for distribution as requested by the Principal.

The Contractor's personnel are to be industry inducted in WH&S procedures and always carry proof of induction. A Site-Specific Safety Induction is applicable for all workers and visitors at the site. This must be included in the Contractor's Site-Specific Safety Management Plan and correspond with the Contractors WH&S Policy.

The Contractor will be solely responsible for the WH&S of all individuals entering and exiting site during working hours. An onsite register is to be maintained and available upon request on site and electronically for distribution as requested by the Principal.

## **2.8.11      Documents**

The Documents which constitute the Contract shall be taken as mutually explanatory, and anything contained in one but not in another shall be equally binding as if contained in all. Titles, divisions, and paragraphs are introduced into the Contract for convenience and shall not be taken as a segregation of the Works. All the specified conditions are fully applicable to all the required professions and trades.

Drawings made to larger scales and those showing parts of the Works shall generally take precedence over drawings made to smaller scales and those for more general purposes. The layout of services and equipment, if any, as shown on the Drawings, is diagrammatic only. Prior to the Works commencing it is the responsibility of the Contractor to obtain measurements and other information necessary to carry out the Work specified.

The drawings and the specifications represent generally the forms, dimensions, and descriptions of the Works. Minor items not expressly mentioned in the Documents, but necessary for the satisfactory completion and performance of the Work under the Contract, shall be supplied and executed by the Contractor without adjustment to the Contract sum or time.

Where the Works include alterations and/or additions to existing Work, verify the dimensions of the existing Work before proceeding and notify discrepancies as

required. In the event of inconsistency between technical Documents, the following order of precedence will apply:

1. Project specific clauses and Drawings.
2. Agency Standard Technical Specifications and Standard Drawings.
3. Australian Standards and Codes, and
4. International Standards.

If any discrepancy or ambiguity exists in the Documents, advise the Superintendent immediately for direction before proceeding with the Works. The interpretation of the Superintendent shall be final.

### **2.8.12      Work method statement.**

It is the responsibility of the Contractor to adopt and use all such methods as the Contractor shall consider are best suited to the efficient, safe and expeditious carrying out of the Works for their completion by the due date. The Works are to be constructed in an order and manner that will cause minimum inconvenience and impact to the public or any other persons that may be affected by the Works.

The Contractor shall be responsible for the coordination of the whole of the Works. The Contractor shall arrange for all necessary approvals, inspections, testing, Consultants, sub-contractors, Suppliers, and all other requirements in order to deliver the Project on time, to budget and to the required standard.

Prior to commencement of construction the Contractor shall provide a Work Method Statement that adequately addresses the following items as a minimum requirement:

- General description of method and sequence of operation.
- Specialist sub-contractors to be utilised.
- Description of plant and equipment to be utilised for the project.
- Location of temporary spoil site if required and nature of haulage equipment.
- Programmed daily working hours and duration for the operation.
- Strategy for dealing with environmental issues.
- Traffic management. (where required)
- Non-Vacant Possession Management.
- Strategy for full business operation for all departments during Works. **Should the Tenderer be unable to accommodate this request, this must be clearly demonstrated within the Work Method Statement.**

The "Before You Dig Australia" Service (telephone 1100) or appropriate authority (if required) shall be contacted to obtain locations of water, sewer, stormwater, gas, electricity, and telephone services, during the preparation of the Method Statement. Work Method Statements are to be provided to the Superintendent in writing, by the Contractor, at least three (3) working days before the proposed process.

The Superintendent reserves the right, to direct the Contractor to provide Work Method Statements for any process.

### 2.8.13 Construction program

The Contractor must submit to the Superintendent, a detailed Gantt Chart Construction Program within two weeks of the Date of Acceptance of Tender.

The programme is to include at a minimum all phases identified for this construction Contract including but not limited to:

- Approvals and permits.
- Mobilization/demobilization.
- All Site works.
- All Requirements of the phases.
- Construction elements and timelines.
- Practical Completion and handover.
- Defects period.

#### Format of Program:

The Construction Program is to be produced using Microsoft Project. The program is to be submitted to the Superintendent in both hard copy and electronic form.

Set out the Construction Program on a time scale of working weeks with individual activity durations not exceeding two weeks. The program shall show, but not be limited to:

- A project calendar clearly denoting which days are workdays (allow for restrictions on work time and contingencies for which the Contractor is responsible under the terms of the Contract. This would include, but not be limited to, weekends, holidays, Christmas closedown, union designated and other days off and manufacture and trade delays.).
- The order of, and periods allowed for, all significant activities and the inter-relationship between activities.
- Details of the programmed Work, the time relationship to the Works of all significant tasks specified to be undertaken, or proposed to be undertaken, by consultants and sub-contractors and suppliers, both on and off site.
- All relevant time, site or other restraints imposed by the Contract Documents and all significant milestones, if any.
- The sequence of the activities which forms the critical path for the project.

### 2.8.14 Construction progress

With each payment claim, supply an updated copy of the construction program, updated to show time extensions granted and progress achieved against the program and the actual manpower and plant resources utilised on completed Works or engaged upon activities in progress.

The Construction Program must give details of all completed Works including actual start and actual finish dates and, for activities in progress, the actual start date and the programmed completion date. List all specific actions to correct or address any deviation from the Construction Program.



### **2.8.15      Program update**

A revised Construction Program may also be requested if the Superintendent considers the current program cannot be adhered to. Within one week of such a request, submit an updated Construction Program incorporating changes in methods, times, or sequence of activities, and showing the planned progress towards the Date for Practical Completion, to the same detail as specified for the original Construction Program.

### **2.8.16      Lost time allowance**

When programming the Works, the Contractor shall include a lost time allowance to cover qualifying cause of delays as listed in 1 Interpretation and construction of Contract as per AS4000 – 1997

The construction program shall include a minimum lost time allowance of 14 calendar days.

Extensions of time and associated delay costs will not be granted for delays up to the number of days detailed above but will be offset against those allowances.

Any delay cost in relation to lost time will not be obligated to be approved nor pay by the Principal.

### **2.8.17      Extension of time for completion**

The Contractor shall not be entitled to any extension of time or for any delay in the execution of the Works. Other than for delays by cause arising out of any breach of the provisions of the Contract, or out of any other act or omission on the part of the Principal, the Superintendent or the employees, professional Consultants or agents of the Principal, occurring later than ten (10) days after the date of letter of acceptance, unless the Contractor has satisfied programming obligations as applicable at the time the delay occurs.

The Contractor shall not be entitled to any extension of time for delays to the progress of the Works for inclement weather, up to the amount calculated in accordance with Lost Time allowance sub-clause.

### **2.8.18      Other contracts**

The Principal may let separate additional Contracts. The Contractor is to allow for others to be working at the site at the same time, if required. No extra time or costs will be paid for anything associated with others working adjacent and through the site.

### **2.8.19      Registration or licensing of contractors**

Contractors shall have a current registration or licence where an act or ordinance of the relevant State of Australia requires a Contractor (as defined by the act or ordinance) be registered or licensed to carry out this Work.

### **2.8.20      Site foreman and contracts supervisor**

The Contractor shall allow for the attendance of a competent Site Foreman who shall have full experience in the same type and scale of construction as represented in this Contract.



The Site Foreman shall be co-operative in all aspects of the project and competently handle the special Requirements imposed by the conditions and location of the site. The Site Foreman shall be employed on site for the duration of the Contract.

The Contractor shall also provide continuous competent Contracts Supervision. Changes in the Site Foreman and Contract Supervisor during the Contract may only be made with the written concurrence of the Superintendent.

## **2.8.21      Labour**

All Work is to be undertaken by suitably qualified people. The Contractor shall employ and ensure sub-contractors employ, in connection with the Work under the Contract, only such persons as are careful, skilled, and experienced in their respective trades and callings.

All Work shall be carried out in the most tradesman-like and substantial manner to conform with the best accepted trade practices and all applicable Codes and standards, including relevant Australian Standards, and shall be to the satisfaction of the Superintendent or anyone they nominate to act for them at any time during the currency of this Contract.

The Contractor shall ensure sufficient labour including overseers, supervisors and off-site supervision as required in all trades and sub-contractors is always available to ensure Practical Completion by the due date.

The Contractor shall require their workmen to keep strictly within the working space allotted to them and they shall restrict all their site activities within the space allotted to them.

## **2.8.22      Materials**

The Contractor shall give the Superintendent upon request full particulars of the mode, place and program of manufacture and source of supply and the performance capacities and such other information as the Superintendent considers necessary of any materials required for use in the Work under the Contract. The Contractor shall, before arranging manufacture off site of any Works or fabricated item to be used in the Work under the Contract, give the Superintendent reasonable written notice of their intention to do so.

Unless otherwise specified, any materials to be incorporated in the Works shall be new, unused and of recent origin. All materials necessary for construction of the Works are to be obtained from approved sources.

Comply with all recommendations of the suppliers regarding the storage and handling of the materials. Undertake all handling, transport, and storage in safe manner. The Superintendent is to be advised of the source of all materials and every facility shall be given to allow the Superintendent to inspect their supply or manufacture at any stage.

If the Principal discovers materials or Work provided by the Contractor or it's sub-contractors which is not in accordance with the Contract, the Principal may, in writing, direct the Contractor to:

- Remove the material from site.
- Demolish the work; or

- Reconstruct, replace, or correct the material or work.

The Contractor shall carry out such rectification works within reasonable time and no extension of the Practical Completion Period shall be given in such an event.

The Contractor shall, at its own cost, provide adequate storage and protection for all materials to preserve their quality and fitness for the Works.

The Contractor shall only store sufficient materials on site as are necessary to allow timely and efficient progress of the Work. Stockpiles of excavated or imported material to be located where they cause no interference to the public, drainage routes, vehicular or pedestrian traffic. Materials are not to be stacked against structures, trees, or other areas where damage to the environment is possible.

If storage areas are required, arrangements are to be approved by the Superintendent. All arrangements and costs associated with the storage and/or stockpiling of materials, covering, safety, removal, and restoration shall be the responsibility of the Contractor.

#### **2.8.23      Lead time**

Forthwith on entering into the Contract, the Contractor shall place orders for and take all measures necessary to ensure the supply of all required materials and goods necessary to carry out and complete the Works and for their deliveries in such time as will sustain the necessary rate of progress for Practical Completion by the due date or earlier.

Should any supplier fail to make delivery by a required date or fail to undertake to do so, the Contractor shall do everything in their power to obtain deliveries in time, either from the supplier concerned or from other suppliers and shall pay all costs associated.

No extension of time or additional costs will be granted for failure to deliver specified materials when required.

#### **2.8.24      Plant**

The Contractor shall provide all necessary plant, equipment, tackle, tools, cranes, hoists, gantries, mixers, scaffolding, timbering, braces, struts, forms, pumps, shutters, etc., required for the efficient and proper carrying out of the Works and for its Practical Completion by the due date.

#### **2.8.25      Standards**

Unless otherwise specified in the Contract, and where applicable, materials and workmanship shall be in accordance with the relevant standard of the Standards Association of Australia. A standard applicable to the Works shall be the latest edition published.

#### **2.8.26      Levy(s)**

Where a Building and or Engineering Contract requires the payment of certain training or other levies, the Contractor will pay the training or other levies in accordance with the relevant Act or Regulation, this is to be completed as part of the approval and permit process. All levies are to be paid by the Contractor as required.

### **2.8.27          Samples**

When so required and where specified, the Contractor shall submit to the Superintendent identified duplicate samples of any material or items proposed for use in the Works. All Work shall conform to sample and any which does not may be condemned and shall then be replaced.

Allow adequate time (minimum 14 days) for the assessment and approval of samples.

Items for which samples are required shall be in accordance with an approved sample, or within a range defined by approved samples, as determined by the Superintendent, otherwise such items may be rejected. Do not order or fabricate such items until the relevant sample has been approved.

### **2.8.28          Photographic record**

The Contractor is to keep a photographic record of the construction with prints stored in logical order in a photographic album. The sequence of photographs is to be decided in conjunction with the Superintendent as the Works proceed.

A copy of the photographic record is to be submitted to the Superintendent at Practical Completion.

### **2.8.29          Dilapidation record**

The Contractor shall be responsible for any damage to surrounding structures and associated repair and compensation payments.

The Contractor is to have a dilapidation report prepared for all areas and adjacent structures of the proposed Work area at the reasonable request of the Superintendent.

The photographic and written record of the condition of the existing buildings, adjoining buildings, and other relevant structures, facilities, or flora shall be used amongst other things as a means of assessing the responsibility for damage and/or making good arising out of the performance of the Work under the Contract. Failure to prove existing damage will automatically find the claim against the Contractor. Two copies of all photographic and written material are to be prepared, issuing one to the Superintendent and keeping one on site.

### **2.8.30          Site meeting**

Regular minuted project meetings at intervals of not greater than one Fortnight (unless previously discussed and agreed by the Superintendent) will be held for the purpose of discussing the progress and coordination of the Work under the Contract and any matters of doubt regarding the intent or interpretation of project requirements and delivery. The Contractor shall arrange for relevant Consultants, sub-contractors or their responsible representatives to be present at these meetings. The meetings will be held at a time nominated by the Superintendent, by notice of not less than 24 hours to the Contractor.

The Superintendent shall also give the Principal 24 hours' notice of the date, time and location of the meetings.

The Superintendent or Superintendent's Representative shall chair site meetings, keep minutes of the proceedings, and shall provide copies of the minutes for the

Contractor, all present at the meeting and others concerned with the matters discussed.

### **2.8.31      Progress claim(s)**

At the commencement of the Contract, supply a schedule of the trade breakdown of the Contract Sum and the anticipated monthly progress claims, which will be made throughout the Contract.

The Contractor shall submit a written claim request complete with a Schedule of the extent of the Works carried out and indicating the following as a minimum:

- Original Contract sum.
- Value of all variations approved.
- Actual cost of Works complete.
- Value of previous claims.
- The amount of this claim.
- Goods and Services Tax.
- Retention withheld (as required).

### **2.8.32      Working hours**

The Contractor shall be fully responsible for the carrying out of the whole of the Works on or before the date for Practical Completion and shall allow accordingly for all overtime necessary to complete this Contract.

The Contractor shall also allow for weekend or after-hours work required to undertake the Work so as to avoid interruptions to the normal operation of the adjacent occupied facilities and to meet the program.

If the Contractor wishes to perform site Work outside the prescribed working hours or on other than the prescribed working days, then a statement of the proposed working hours and days must be submitted to the Superintendent for approval.

Unless noted elsewhere prescribed site working hours and days shall be:

- 7:00am – 6:00pm, Monday to Friday (excluding Public Holidays).
- 8:00am – 3:00pm, Saturday.
- No work shall be undertaken on Sundays, Public Holidays.

Any Works required outside of these designated hours are up to approval by the local government authority. The Contractor will be required to submit documentation for the relevant approvals.

### **2.8.33      Liaison and cooperation**

Always cooperate with the Principal, Local Government Authority, State Government Authority and their representatives and other site users.

The Contractor shall:

- Provide all things and take all necessary measures to protect people and property.
- Avoid unnecessary interference with the passage of people and vehicles; and
- Prevent nuisance and unreasonable noise and disturbance.

Any damage caused by the Contractor or its employee/s or sub-contractor/s to any property shall promptly be reported to the Superintendent, rectified at the expense of the Contractor and any compensation required to be paid, shall be paid by the Contractor.

If the Contractor fails to carry out any rectification works in a prompt manner, the Superintendent may have the work done by others and the cost to the Principal of such works deducted from the Contract Sum.

Safe entry and exit to and from private sites adjoining the Works shall be provided at all times. Where there are no alternative means of access, there must be agreement between the site user and the Contractor regarding the standard and use of an alternate means of access before the primary means of access is rendered unusable.

The Contractor's proposals for provision of access during construction, together with traffic control and relevant owner's authorities, are to be submitted to the Superintendent for information, at least seven (7) days prior to Work being carried out at these locations.

Where Works are to be undertaken in Council's Road reserve, ensure all traffic control, barricades and lighting are installed.

#### **2.8.34      Site amenities**

No access to the facilities will be permitted to the Contractor and or its sub-contractors without prior approval of the Superintendent.

#### **2.8.35      Temporary works**

The Contractor shall provide all required temporary works.

During construction, structures shall be maintained in a stable condition and no part shall be overstressed. Temporary bracing and shoring shall be provided by the Contractor to keep the works stable at all times, as required. Temporary bracing and shoring are to be designed by a practising Consulting Engineer, and satisfactory installation is also to be certified by a practising Consulting Engineer.

Where it is necessary to temporarily remove parts of the existing works for access or sighting of new works, the Contractor shall allow making good as required, with matching materials and finishes at no extra cost.

The Contractor shall allow for all temporary access necessary for its work.

The Contractor shall remove all temporary works prior to Practical Completion of the whole of the Works and as soon as conveniently possible.

#### **2.8.36      Temporary services**

Provide and maintain all temporary Services necessary for the execution of the Work under the Contract. Install meters, valves, switchboards, and the like in accordance with the requirements of the relevant authorities. Pay all charges in connection with the installation and maintenance of such Services. Make such Services available to sub-contractors.

Extend and make temporary provisions as necessary for the proper undertaking of the Work by all trades. On completion, disconnect temporary services and clear away all traces.

### **2.8.37      Existing services**

Existing Services are solely the Contractor's responsibility.

The Contractor is to inform themselves of all existing services. It is the Contractor's responsibility to liaise with the relevant party to ensure the relocation or alteration of all utilities occurs in a time and manner that will not interrupt the Contractor's Works.

Maintain services to all adjacent occupied areas, sharing services throughout the Contract.

Attend to existing Services as follows:

- If the service is to be continued, repair, direct or relocate as required. If such a service crosses the line of a required trench, or will lose support when the trench is excavated, provide permanent support for the existing service.
- If the service is to be abandoned, cut, and seal or disconnect, and make safe. In either case, satisfy the authorities concerned.

The cost of protecting or modifying all existing Services, and the time associated with the Work is to be borne by the Contractor.

### **2.8.38      Security**

The Contractor shall be solely responsible at all times for the security of the site, and the adjacent occupied areas, as well as the Works in progress and all materials, plant, equipment, or other goods or services at any time.

The Principal will not be responsible for the safe-keeping of any of the Contractor's plant, equipment, tools, materials or other property. The Contractor must provide, at its own cost, security fencing around its office, workshops, or storage areas, subject to the Superintendent's prior approval. The site compound shall be kept neat and tidy to the Superintendent's approval.

If existing fencing is cut or altered by the Contractor, the Contractor shall provide and maintain temporary fencing to the satisfaction of the Superintendent during the Contract to prevent unauthorised entry into the property and shall reinstate the fencing and remove temporary fencing on completion of their Work.

### **2.8.39      Site records**

The Contractor is to keep a daily record of all elements of Work occurred on each day throughout the Contract. Items for reference are to be (and not limited to) construction Works progress, rain gauge readings and inclement weather conditions, all site personnel, safety incidents and injuries, and deliveries of materials and plant. Copies of the daily records are to be provided to the Superintendent weekly, and the Superintendent is to have free access to the records upon request.

## **2.8.40**      **Practical completion**

Without prejudice to meanings which may be stated or implied elsewhere in the Contract, 'Practical Completion' shall mean that stage in the execution of the Work under the Contract when the whole of the Works is complete, as agreed by the Superintendent, except for minor omissions and minor defects:

- which do not prevent the Works from being reasonably and legally capable of being used for their intended purpose.
- which the Superintendent determines the Contractor has reasonable grounds for not correcting promptly; and
- rectification of which will not prejudice the convenient use of the Works.

Before the issue of the Certificate of Practical Completion, the Contractor shall lodge with the Superintendent:

- certificates from all public authorities advising all such Works have been carried out in accordance with the regulations concerned.
- all specified guarantees.
- all As-built Drawings, records etc. called for under this Specification.
- those tests which are required by the Contract to be carried out and passed before the Works are handed over to the Principal; and
- Such Documents and other information required under the Contract which, in the opinion of the Superintendent, are essential for the use, operation and maintenance of the Works have been supplied, e.g. Operators Manual, As-built Drawings, Guarantees etc.

Prior to the 'Penultimate' Progress Claim being certified by the Superintendent, the Contractor shall lodge with the Superintendent:

- Full details of all variations/cost adjustments and a detailed Account; and
- Invoices and receipts for all Prime Cost or Provisional Sums.

At Practical Completion, the Contractor shall remove all rubbish and surplus materials from the site. Remove all hoardings and satisfactorily make good all damage including sub-contractor's work.

## **2.8.41**      **Proprietary brands**

Where proprietary brands of materials, or equipment, are specified, they shall be used in strict accordance with the manufacturer's direction. Identification by the Principal of a proprietary brand or item does not necessarily imply exclusive preference for that brand or item but indicates the required properties.

Where the Contractor suggests an alternative, they shall satisfy the Superintendent of the equivalent quality and property of the item and shall provide all technical information and product tests and describe how, if the alternative differs from the proprietary brand or item. In all cases, the Superintendent has no obligation whatsoever to approve the substituted item and the Superintendent's decision will be binding. No extra cost will be authorised for inclusion of an alternative not acceptable to the Superintendent.

## **2.8.42**      **Cleaning up**

Keep the Work under the Contract clean and tidy as it proceeds and regularly remove from the site rubbish and surplus material arising from the execution of the Work



including any Work arising during the defects liability period or any operational maintenance period specified. Remove waste to an authorised waste collection facility.

On completion of the Works clean all surfaces and internal spaces, remove all temporary sheds, plant, and equipment. If the Contractor fails to comply with any obligation imposed by this clause the Superintendent may, after giving notice in writing to the Contractor, have the work of cleaning or tidying up carried out by other persons and the cost incurred shall be recovered by the Superintendent by a deduction to the Contract Sum.

#### **2.8.43      As-constructed documents, manuals, warranties and certification**

As Constructed Drawings (ASCON) or Works as Executed Drawings (WAE), are to be provided to the Superintendent where required to the appropriate scale drawn in CAD software produced to the Principal in DWG format (including all xrefs attached), PDF format and three (x3) sets of hard copies printed to the appropriate scale with illustrated details of works as executed and all variations/extras, marked in red.

At a minimum the Contractor will be required to submit:

- Construction WAE Documents.
  - Detailed Drawings of construction Works completed, as per this RFT, to industry standard compatible with the latest version of AutoCAD.
  - Provide all operational manuals, product warranties and all certification for the Works Completed.
- Mechanical/Electrical/ Hydraulic WAE Documents.
  - Detailed Drawings of as constructed services to industry standard computer aided drafting program provided to the Principal in the latest DWG format.
  - Provide all operational manuals, product warranties and all certification for the Works Completed. All Drawings to conform to AS1100 and all parts and subsections.
- Structural/Shop/Civil WAE Documents.
  - Detailed Drawings of as constructed services to industry standard computer aided drafting program provided to the Principal in the latest DWG format.
  - Provide all operational manuals, product warranties and all certification for these Works completed. All Drawings to conform with AS1100 and all parts and subsections.

#### **2.8.44      Guarantees**

The Contractor shall obtain and shall ensure the Principal will have the benefit of warranties or guarantees as specified in the Contract, including warranties or guarantees that are obtained by the sub-contractors of the Contractor.

Unless otherwise specified or agreed, warranties or guarantees specified in the Contract shall name the Principal as warrantee and shall be furnished by the warrantor direct to the Principal.

Ensure originals are bound in “AS-BUILT MANUALS” respectively and handed over to the Superintendent prior to Practical Completion.



## 2.8.45 Temporary fencing

Provide temporary fencing as required to secure the construction site. All fences and gates to be secured out of operating hours.

Site fencing shall be a minimum 1.8 meters high with hoarding to not obstruct view of Works on site but to also allow privacy from public.

**The extent of perimeter fencing is to be submitted to the Superintendent for approval.** At a minimum the entry to the site will have the Contractors contact details, the Site Supervisor/Site Forman contact details and the building surveyor's contact details along with any special equipment warning signs.

## 2.9 Site Restrictions

### PROTECTION OF PERSONS AND PROPERTY

Temporary works: provide and maintain required hoardings, barricades, guards, fencing, shoring, temporary roadways, footpaths, signs, lighting, watching and traffic flagging.

Access ways, Services: do not obstruct or damage roadways and footpaths, drains and watercourses and other existing Services in use on or adjacent to the site. Determine the location of such Services.

#### Property:

Do not interfere with or damage property which is to remain on or adjacent to the site, including adjoining property encroaching onto the site, and trees.

## 2.10 Itemised fees and charges breakdown

The Tender prices must include all relevant fees and charges. The fees and charges for this project must be itemised to reflect the delivery of the Contract. The Tender should clearly identify the Tenderers' understanding of the Contract with a list of inclusions and exclusions of services.

## 2.11 Ownership of materials

All Documents, materials, articles and information submitted by the Contractor to the Principal as part of this project shall become upon submission the absolute property of the Principal for any use deemed appropriate by the Principal and may be re-used by the Principal at any time.

The Principal will grant to the Contractor the use of digital images, Documents, photographs and objects in their possession for use in the interpretation of the Works but those items will remain the sole property of the Principal. Material may not be used for any other purpose by the Contractor unless prior approval has been obtained from the Principal.

All digital images, original photographs, Documents and research material must be handed back to the Principal on completion of the project.

## **2.12 Deliverables**

The Tenderer will provide three (3) hard copies, PDF and DWG formats on disk or USB of As-Constructed Drawings and relevant Documentation for all building and fit out Works, copies of all warranties, certificates and instruction manuals for all plant and equipment.

### 3 General Conditions of Contract

The General Conditions of Contract are as per AS 4000-1997 for large engineering, building and construction works, these are not attached to this Document, however a copy of the General Conditions of Contract may be purchased online at: <https://www.infostore.saiglobal.com.au/en-au/>. The Tenderer must review the General Conditions of Contract prior to submitting a tender.

#### 3.1 Insurances

Insurance Type	Insured Amount
Public Liability	\$10,000,000 any one occurrence.
Product Liability	\$10,000,000 any one occurrence and in the aggregate.
Workers' Compensation	The Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law to a limit of not less than \$50,000,000. Include a Principals Indemnity Extension for Act and common law including waiver of subrogation.
Comprehensive Motor Vehicle and Third Party	Comprehensive Motor Vehicle and Third-Party Liability for no less than \$30,000,000 any one occurrence.

## **4    Special Conditions of Contract**

NIL

## 5 Tenderer's Offer

### 5.1 Form of Tender

The Chief Executive Officer  
City of Kalgoorlie-Boulder  
577 Hannan Street  
KALGOORLIE WA 6430

I/We (Registered Entity Name): \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

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

#### In response to RFT: RFT020 23/24 – Goldfields Oasis AC Replacement

state that the *Tenderer* is bound by and has complied with the Conditions of *Tendering* contained in this *Request for Tender*.

I declare that the *Tenderer* has not colluded with any other *Tenderer* in preparing its *Offer*.

I agree that the *Tendered Prices* are valid up to ninety (90) calendar days from the closing date of the *Tender* or forty-five (45) days from the Council's resolution for determining the *Tender*, whichever is the later unless extended by mutual agreement between the *Principal* and the *Tenderer* in writing.

The *Tendered Prices* (GST exclusive), including all *Provisional Sums* are:

\_\_\_\_\_

as per the *Pricing Schedule* (Appendix B) submitted with this *Offer*.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024

Signature of authorised signatory of Tenderer: \_\_\_\_\_

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

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 5.2 Selection Criteria

### 5.2.1 Compliance Criteria

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

<b>Description of Compliance Criteria</b>	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers should attach evidence of all licences and certification necessary to carry out the Requirements.	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory Tender briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No
g) Provided Qualitative Criteria documents.	Yes / No
h) Insurance Coverage table filled.	Yes / No

### 5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Respondents must note the following:

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

**Part 5 COMPLETE AND RETURN THIS PART**

<p><b>(A) Relevant Experience, Methodology and Demonstrated Understanding</b></p> <p>Respondents must address the following in an attachment labelled “Relevant Experience”:</p> <ul style="list-style-type: none"> <li>a) Details and demonstration of similar Work.</li> <li>b) Demonstrated methodology and understanding of similar projects, in particular projects where business proceeded as usual.</li> <li>c) Details of risks and issues that arose during the project(s) and how they were managed; and</li> <li>d) Demonstrate competency and proven track record of achieving outcomes.</li> </ul>	<p><b>Weighting: 30%</b></p> <p><b>Tick if attached.</b> <input type="checkbox"/></p>
<p>Respondents must address the above information in an attachment and label it “<b>Relevant Experience</b>”.</p>	
<p><b>(B) Key Personnel – Regional Contracting</b></p> <ul style="list-style-type: none"> <li>a) Provide adequate documentation to verify your organisation has operated a business continuously out of premises within the City of Kalgoorlie-Boulder for at least six (6) months (section 4.8), or</li> <li>b) Respondent to submit schedule of Local Contractors, Sub-Contractors and suppliers specific to the Works in this Document. Inclusive of estimated contract amounts.</li> </ul>	<p><b>Weighting: 5%</b></p> <p><b>Tick if attached.</b> <input type="checkbox"/></p>
<p>Respondents must address the above information in an attachment and label it “<b>Key Personnel – Regional Contracting</b>”.</p>	
<p><b>(C) Respondent’s Resources</b></p> <p>Respondents must address the following information in an attachment labelled “Respondent’s Resources”:</p> <ul style="list-style-type: none"> <li>a) Current commitment schedule; and</li> <li>b) Respondent’s equipment; and</li> <li>c) Any contingency measures or back up of resources including personnel.</li> </ul>	<p><b>Weighting: 15%</b></p> <p><b>Tick if attached.</b> <input type="checkbox"/></p>
<p>Respondents must address the above information in an attachment and label it “<b>Respondent’s Resources</b>”.</p>	
<p><b>(D) Price</b></p> <ul style="list-style-type: none"> <li>a) Respondents must complete the Schedule of Prices in Part 4.</li> </ul>	<p><b>Weighting: 50%</b></p>
<p><b>(E) Risk Assessment</b></p>	<p><b>Tick if attached.</b> <input type="checkbox"/></p>

Respondents must address the following information in an attachment and label it **“Risk Assessment”**:

- a) An outline of your organisational structure inclusive of any branches and number of personnel.
- b) If companies are involved, attach their current ASC company extracts search including latest annual return.
- c) Provide the organisations directors/company owners and any other positions held with other organisations.
- d) Provide a summary of the number of years your organisation has been in business.
- e) Attach details of your referees. You should give examples of work provided for your referees where possible.
- f) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.
- g) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.
- h) Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.
- i) 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 are any such conflicts of interest likely to arise during the Contract? 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.
- j) Are you presently able to pay all your debts in full as and when they fall due?
- k) Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.
- l) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.



**Part 5 COMPLETE AND RETURN THIS PART**

Respondents must supply evidence of their insurance coverage in the table below.

<b>Insurance Type</b>	<b>Insured Amount</b>	<b>Policy Number</b>	<b>Expiry Date</b>
Public Liability			
Product Liability			
Workers' Compensation			
Comprehensive Motor Vehicle and Third Party			

The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds "umbrella Insurance" please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.

### **5.3 Price Information**

Tenderers must complete the Price Schedule in Appendix B (**Kalgoorlie Oasis Stadium Sports Hall Mechanical Specification and Pricing**). Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

#### **5.3.1 Price Basis**

Option A	<b>Yes / No</b>
Are you prepared to offer a fixed price?	