

**CONTRACT DOCUMENTATION  
and SCOPE OF WORKS**

**RFT 01-1415**

**Supply and Application of Bituminous Surfaces**



**2014**

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## 1. CONDITIONS

### 1.1 Type of Contract

Tenders shall be for a Schedule of Rates Contract and are to be for the whole of the works described in accordance with the Contract Documents. The contract will be executed in the Form of Formal Instrument of Agreement of Australian Standard AS 2127-1992, listing all the documents as evidence of a formal contract with the Principal.

### 1.2 Contract Documents

The following items form the contract documents.

1. Conditions B.
2. General Conditions of Contract – Australian Standard AS 2124-1992 and annexure.
3. Special Conditions of Contract.
4. Form of Formal Instrument of Agreement Australian Standard AS 2127-1992.
5. The Specification.

### 1.3 Completion of Works

Works under this contract shall be completed by the 30<sup>th</sup> June 2015.

### 1.4 Scope of Work

The works to be done under this contract is for the designing of seal applications, primer sealing of new works, resealing initial seals, resealing of existing seals within the Shire of York.

The works shall include, but are not restricted to, traffic control, seal design, the supply of bitumen and aggregates, pre-coating of aggregates, the application of bitumen and aggregates to Australian and MRWA standards. All works are within the Shire of York.

**Table of Locations:**

<b>Road</b>	<b>Treatment Type</b>	<b>Area (m<sup>2</sup>)</b>
Ashworth Road	Reseal	9,170
Avon Terrace	Reseal	3,680
Marwick Road	Reseal	17,500
Quellington Road	Reseal	12,600
Spencers Brook Road	Reseal	6,300
Talbot Road	Reseal	26,600
York Tammin Road	Reseal	36,120
Mokine Road	Reseal	7,770
Spencers Brook Road	Primer Seal	26,600
Greenhills South Road	Primer Seal	6,510
Mannavale Road	Primer Seal	3,500
Quellington Road	Primer Seal	7,000
Other misc. intersections	Primer Seal	15,000
Knotts Road	2 Coat Seal	700
Talbot West Road Bridge	2 Coat Seal	2,240

**AUSTRALIAN STANDARDS**  
**General Conditions of Contract – AS 2124-1992**  
**General Conditions of Tendering and Form of Tender – AS 2125-1992**

**Form of Formal Instrument of Agreement – AS 2124-1992**

The  
Contractor to obtain their own copy of AS-2124-1992

1. Construction of Contract
2. Interpretation
3. Nature of Contract
4. Bill of Quantities
5. Security, Retention Monies and Performance Undertakings
6. Evidence of Contract
7. Service of Notices
8. Contract Documents
9. Assignment and sub-contracting
10. Selected and Nominated Contractors
11. Provisional Sums
12. Latent Conditions
13. Patents, Copyright and other intellectual Property Rights
14. Statutory requirements
15. Protection of people and property
16. Care of the work and reinstatement of damage
17. Damage to persons and property other than the works
18. Insurance of the works
19. Public Liability insurance
20. Insurance of employees
21. Inspection and provisions of insurance policies
22. Clerk of Works and inspectors
23. Superintendent
24. Superintendent's representative
25. Contractor representative
26. Control of Contractor employees and sub-Contractors
27. Site
28. Setting out the works
29. Materials, labour and constructional plant
30. Materials and work
31. Examination and testing

32. Working hours
33. Progress and programming of the works
34. Suspension of the works
35. Times for commencement and practical completion
36. Delay or disruption costs
37. Defects Liability
38. Cleaning up
39. Urgent protection
40. Variations
41. Day work
42. Certificates and payments
43. Payment of workers and Sub-Contractors
44. Default or insolvency
45. Termination by frustration
46. Time for notifications of claims
47. Dispute resolution
48. Waiver of conditions

Annexure Part A

Approved Form of Unconditional Undertaking

Annexure Part B

Index to General Conditions of Contract

**PART A****AS 2124 – 1992****ANNEXURE to the Australian Standard – General Conditions of Contract**

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

Where there are Separable Portions, these items shall be deleted.

The law applicable is that of the State or Territory of: (Clause 1)	<i>Western Australia</i>
Payment under the Contract shall be made at: (Clause 2)	
The Principal: (Clause 2)	<i>Shire of York</i>
The address of the Principal:	<i>PO Box 22 York WA 6302</i>
The Superintendent (Clause 2)	<i>Shire of York – Chief executive Officer</i>
The address of the Superintendent	<i>As above</i>
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3. (b) )	<i>Not applicable</i>
Bill of Quantities – the alternative applying: (Clause 4.1)	<i>Alternative 1</i>
The time for lodgment of the priced copy of the Bill of Quantities: (Clause 4.2)	<i>With the tender</i>
Contractor shall provide security in the amount of: (Clause 5.2)	<i>0% of the contract value</i>
*Principal shall provide security in the amount of: (Clause 5.2)	
*The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	<i>Fourteen days</i>
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	<i>0%</i>
Interest on retention moneys and security – the alternative applying: (Clause 5.9)	<i>N/A</i>
The number of copies to be supplied by the Principal: (Clause 8.3)	<i>Two (2) copies</i>
The number of copies to be supplied by the Contractor: (Clause 8.4)	<i>Two (2) copies</i>
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	<i>Fourteen (14) days</i>
Works which cannot be sub-contracted without approval: (Clause 9.2)	<i>Any of the works under the contract</i>

The percentage for profit and attendance: (Clause 11b)	<i>N/A</i>
The amount or percentage for profit and attendance: (Clause 11c)	<i>N/A</i>
Insurance of the works – the alternative applying: (Clause 18)	<i>Alternative 1</i>
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18 (ii) )	<i>Nil</i>
The assessment for insurance purposes of consultant's fees: (Clause 18 (iii) )	<i>Nil</i>
The value of materials to be supplied by the Principal: (Clause 18 (iv) )	<i>Nil</i>
The additional amount or percentage: (Clause 18 (v) )	<i>Nil</i>
Public Liability insurance – the alternative applying: (Clause 19)	<i>Alternative 1</i>
The amount of Public Liability insurance shall be not less than: (Clause 19)	<i>Ten million dollars (\$10,000,000)</i>
The time for giving possession of the site: (Clause 27.1)	<i>7 (seven ) days</i>
*The date for practical completion: (Clause 35.2)	<i>30<sup>th</sup> June 2015</i>
*Liquidated damages per day: (Clause 35.6)	<i>Nil</i>
*Limit of liquidated damages: (Clause 35.7)	<i>No limit</i>
*Bonus per day for early practical completion: (Clause 35.8)	<i>Nil</i>
*Limit of bonus (Clause 35.8)	<i>Nil</i>
*Extra costs for delay or disruption: (Clause 36)	<i>Industrial conditions <u>NIL</u> Inclement weather and subsequent delays <u>NIL</u></i>
*The defects liability period: (Clause 37)	<i>12 months</i>
The charge for overheads, profit, etc. for day work: (Clause 41 (f) )	<i>10 per cent</i>
Time for payment claims: (Clause 42.1)	<i>Monthly.</i>
Unfixed plant and materials for which payment claims may be made notwithstanding that they are not incorporated in the works:(Clause 42.1 (ii)	<i>Nil</i>



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Retention moneys on: (Clause 42.3)	a) N/A
Unfixed plant or materials – the alternative applying (Clause 42.4)	<i>Alternative 3</i>
The rate of interest on overdue payments: (Clause 42.9)	<i>Ten per cent (10%)</i>
The delay in giving possession of the site which shall be a substantial breach: (Clause 44.7)	<i>21 days</i>
The alternative required in proceeding with dispute resolution: (Clause 47.2)	<i>Alternative 1</i>
The person to nominate an arbitrator: (Clause 47.3)	<i>Chairperson of the WA Chapter of the Institution of Arbitrators</i>
Location of arbitration: (Clause 47.3)	

**ANNEXURE to the Australian  
Standard General Conditions of  
Contract**

**PART B**

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124

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1. The following clauses have been deleted from the General Conditions in AS2124:  
Nil
2. The following clauses have been amended and differ from the corresponding clauses in AS21224:  
2, 8, 12.1, 12.2, 14.6, 14.7, 14.8, 17, 40.5
3. The following clauses have been added to those of AS2124:  
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### **3. TENDERING CONDITIONS**

#### **3.1 Conditions of Tendering**

##### **3.1.1 Nature of Contract**

The Contract for which a Tender in accordance with these Conditions is to be made is a Schedule of Rates Contract. The Schedule of Rates Tender is for the completion of the whole of the Works described and intended in the Tender Documents and executed in accordance therewith.

Tenders shall close at the time and location stated in the invitation to tender.

The tenderers shall familiarise themselves with the site and ground conditions (see Section 3.1.5).

##### **3.1.2 Tender Documents**

The tender Documents shall be these Conditions of Tendering the Conditions of Contract, and Clauses 1 to 48 inclusive of Australian Standard 2124-1992 General Conditions of Contract (together with such deletions, additions, and amendments as are detailed in Annexure Part B), the Specification including any Schedule thereto, the Drawings as defined in the Drawing Schedule and any Drawings and written statement required by any of the aforesaid documents to be submitted by the Tenderer and the completed Form of Tender provided herewith.

##### **3.1.3 Contents of Tender**

The tender submitted shall be prepared in accordance with the following requirements.

3.1.3.1 The Tender shall be submitted upon the Form of Tender provided (see Section 1.3) and all the Tender Documents shall be deemed to form part of the Tender. The Tenderer shall sign the form of Tender, or, if the Tenderer be a corporation, affix its common seal in the manner prescribed by its Articles of Association or otherwise have the Tender signed appropriately and formally and have the signature witnessed.

A completed Tender Summary (Schedule of Prices) shall also be submitted as part of the Tender and Tenderers shall acknowledge receipt of all addenda.

3.1.3.2 Each Tender shall contain an address for service of any notices necessary or required to be or which may be served on or given to the Tenderer in connection with this Tender.

3.1.3.3 Each Tender shall set forth the full given names, surname and address of the Tenderer (if a person); and when the Tender is in the name of a firm the names in full and addresses of each

member of the firm. When the Tender is by a Company there shall be set forth the name of the Company and the address of the Registered Office of the Company.

### **3.1.4 Resolution of Inconsistencies**

Where the General Conditions of Contract contradict or are inconsistent with any other provision contained in the Tender then to the extent of such contradiction or inconsistency such other provision shall form part of the Tender and the contradictory or inconsistent provision in the General Conditions shall not form part of the Tender.

### **3.1.5 Tenderer to Inform Himself Fully**

The Tenderer shall be deemed to have –

- 1) examined and acquainted himself with the Drawings, specifications, schedules, Conditions of Tendering, conditions of contract, reports, maps, diagrams and other information made available by the Principal to the Contractor for the purpose of tendering; and
- 2) examined and acquainted himself with all information which is relevant to the risks, contingencies and other circumstances which could affect his offer, and which is obtainable by the making of reasonable enquiries; and
- 3) examined and acquainted himself with the site and its surroundings; and
- 4) informed himself as far as practicable of all relevant physical conditions upon and below the surface of the site, and the climatic conditions at and near the site; and
- 5) informed himself as far as practicable of the nature of the work and materials necessary for the execution of the work under the Contract, the means of access to and facilities at the site and transport facilities for deliveries to the site; and
- 6) informed himself as to the availability of labour and the accommodation required; and
- 7) satisfied himself as to the correctness and sufficiency of his offer for the work under the Contract and that the rates and prices stated therein cover the cost of performing all his obligations under the Contract.

3.1.5.1 If a Tenderer has any doubt as to the meaning of any portion of the Tender Documents he shall either:

- 1) ask the Principal or Superintendent for clarification which clarification shall be valid only if issued in writing; or
- 2) when submitting his Tender, include a statement of the interpretation upon which he relies and on which his Tender has been prepared.

Any clarification given pursuant to this clause may also be issued to all other prospective tenderers.

### 3.1.6 Lodgment of Tenders

- 3.1.6.1 Tenders are to be submitted on the form of Tender provided and shall be enclosed in a sealed envelope endorsed with the name of the project – “Shire of York, Tender No. 01-1415 – Supply and Application of Bituminous Surfaces”.

Tenders must arrive at the office of Shire of York, PO Box 22, York, WA 6302 by no later than **4:00 pm, Thursday 16<sup>th</sup> October 2014.**

### 3.1.7 Informal Tenders

Any Tender may be rejected which does not comply with the requirements of or which contains provisions not required by the Tender Documents.

### 3.1.8 Withdrawal of Tenders

A Tenderer may withdraw his Tender at any time after the expiration of sixty (60) days from the date of closing of Tenders, but shall not withdraw his tender prior to the expiration of such period.

### 3.1.9 Acceptance of Tenders

- 3.1.9.1 The Principal shall not be bound to accept the lowest or any Tender.
- 3.1.9.2 Selection Criteria: The Shire of York criteria for Contractors has been included as **Appendix A**. Tenderers are instructed to include any additional information with the Tender to support the items as listed in the selection criteria.
- 3.1.9.3 A Tender shall be deemed to be accepted when a notice, in writing, of such acceptance is handed to the Tenderer or is sent by prepaid post to or is left at the address furnished by him pursuant to Clause 3.1.3.2 above. If sent by prepaid post, the time of posting shall be deemed to be the time of acceptance.
- 3.1.9.4 Unless and until a formal agreement is executed in accordance with Clause 6 of the General Conditions of Contract, the Tender together with the Principal's written acceptance thereof shall constitute the Contract between the Principal and the successful Tenderer.
- 3.1.9.5 The Contract shall come into force on the Date of Acceptance of Tender defined in Clause 1 of the General Conditions of Contract.
- 3.1.9.6 A Formal Instrument of Agreement shall be executed by the parties to the Contract. The Form of Formal Instrument of Agreement is shown in the specification.
- 3.1.10 **Amendments & Completions to AS2124 General Conditions of Contract**

## **CLAUSE 2**

In Clause 2, add the following interpretation of terms: -

"Allow" means that the Contract Sum includes the monetary consideration for the item referred to.

"Approved", "Authorised" or "Directed" or similar works mean the approval, authorisation or direction of the Superintendent for and on behalf of the Principal.

## **CLAUSE 8**

In Clause 8, add the following new sub-clause.

8.8 Specification to be treated as a whole.

"Where the specification is separated into titled sections it is for convenience only and not to dictate or determine the trade or craft involved. Such separations shall not operate to make the Principal an arbiter for the division of responsibility between the Contractor and Sub-Contractors, and between Sup-Contractors, nor shall separation relieve the Contractor of responsibility for the satisfactory completion of the entire work regardless of trade divisions.

## **CLAUSE 12.1**

In Clause 12.1 on the fourth line delete the words "the Contractor" and substitute "an experienced Contractor".

In Clause 12.1 after sub-clause (a) (iii) add the following sub-clauses.

(iv) be informed as far as practicable of all relevant physical conditions upon and below the surface of the Site and the climate conditions at and near the site; and

(v) be informed as far as practicable of the nature of the work and materials necessary for the execution of the work under the contract, the means of access to and facilities at the site and transport facilities for deliveries to the Site; and

(vi) be informed as the availability of labour and the accommodation required; and

(vii) be satisfied as to the correctness and sufficiency of his offer for the work under the Contract and that the rates and prices state therein cover the cost of performing all his obligations under the Contract.

## **CLAUSE 12.2**

In Clause 12.2 after line three insert the following sentence:

"No claim for additional costs or an extension of time shall be considered by the Superintendent unless the above mentioned notification is given to the Superintendent in writing within 10 working days of the occurrence."

## **CLAUSE 14.6**

### **Noise, Dust, Spillage, Vibrations and other Nuisances**

#### **General**

Notwithstanding the Contractor's obligations pursuant to General Condition Clauses 14.1, 15, 17, 27 and 29, the Contractor shall observe the requirements of this clause.

### **Noise**

The Contractor shall observe its obligations under the Noise Abatement Act 1972-1981 and the Noise Abatement (Neighbour annoyance) Regulations 1979.

The Contractor shall take action to:

- Limit working hours on those construction activities which generate significant noise; and
- Minimise the effects of noise on the occupants of adjacent properties by the use of silenced plant or by operating plant as far away as practicable from those properties;

### **Dust**

The Contractor shall take immediate action to:

- Prevent undue dust and rubbish blowing from the site or from vehicles hauling materials to and from the site by keeping haul roads damp and by covering trucks;
- Employ construction methods, which will keep dust to a minimum.
- Provide for the laying of dust by watering of the project and of roads, streets, and other areas immediately adjacent to the project.

No separate payment will be made for the suppression of dust.

If the Contractor fails to achieve adequate dust control, particularly where the safety and convenience of the public is concerned, the Superintendent may take any action necessary and deduct the cost of such action from the moneys due or becoming due to the Contractor from the Principal.

The Superintendent may direct the suspension of work at anytime where the work creates a dust hazard or nuisance to the public, personnel working on site or properties in the vicinity of the work.

Where the Superintendent has directed the suspension of work and considers that the Contractor could not have expected to have adequately controlled the dust, the Superintendent may consider an extension of time pursuant to General Condition 35.5. No claims for increased costs due such suspension will be considered.

### **Vibrations**

The Contractor shall take action to:

- Limit ground vibrations in adjoining properties by ensuring that the ground particle velocities from any necessary operation of vibratory compaction or percussion equipment do not exceed 5mm/s at any boundary of the site.

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## **Spillage**

The Contractor shall take action to ensure:

- The refueling of plant, use of plant which leaks fuel or oil, mixing of cutting oil with bitumen, or any other action which may result in the spillage of any solvent shall not be carried out on any bituminous surface (including asphalt) or on any other surface on which bitumen is to be placed.

In the event of any such spillage, the Contractor shall replace any contaminated materials as directed by the Superintendent, with no cost to the Principal.

## **Other Nuisances**

The Contractor shall take all reasonable actions necessary to prevent (where feasible), or otherwise minimise, nuisance to others generated by its construction activities including:

- Matters included in this Clause 14.8
- Any other matter of any kind whatsoever that may directly or indirectly create a nuisance to the public at large.

## **CLAUSE 14.7**

### **Occupational Health, Safety and Welfare**

Notwithstanding the provisions of General Condition Clauses 14.1 and 15 the Contractor shall comply with the requirements of the Occupational Health, Safety and Welfare Amendment Act 1987 and the Occupational Health, Safety and Welfare Regulations of 1988.

The Contractor shall ensure that all employees have been suitably trained and are competent to carry out the work required of them.

The Contractor shall accept full responsibility for control of the workplace and shall be deemed the employer, as defined in the Act, of all persons engaged on all matters referred to in the Act and Regulations.

## **CLAUSE 14.8**

### **Aboriginal Heritage Act**

Notwithstanding the provisions of General conditions Clause 14.1 the Contractor shall ensure that no damage occurs to any sites advised by the Superintendent to have aboriginal significance, and that the Contractor's personnel and operators are fully aware of the existence of such sites regardless of whether the sites are fenced or not.

The Contractor shall immediately notify the Department of Aboriginal Affairs and the Superintendent if any sites, or materials of aboriginal significance, or suspected aboriginal significance, are discovered during the course of the Works.



**CLAUSE 17**

The Contractor shall be solely liable for and shall indemnify and hold harmless the Principal and his Directors, Officers and Employees against any liability, loss, damages, claim, suit, action, demand, expense or proceedings of whatsoever nature whether arising under any Statute or at Common Law in respect of personal injury (which expression shall include illness) to or death of any and all persons whomsoever arising out of or in the course of or caused by the execution of the Works or obligations under or the performance of the Contract or any activity directly or indirectly associated therewith.

The Contractor shall be solely liable for and shall indemnify and hold harmless the Principal and his Directors, Officers and Employees against any liability, loss, damages, claim, suit, action, demand, expense or proceedings of whatsoever nature in respect of loss or destruction of or injury or damage to or loss of use of any and all property real and personal (including but not limited to the Works) arising out of or in the course of or caused by the execution of the works of the obligations under or the performance of the contract or any activity directly or indirectly associated therewith.

The Contractor shall be solely liable for and shall indemnify and hold harmless the Principal and his Directors, Officers and Employees against any liability, loss, damages, claim, suit, action, demand, expense or proceedings of whatsoever nature for any and all actual or alleged violation or infringement of patent rights, registered design, trade mark or name, copyright or any other protected right of any description in respect of any property or activity directly or indirectly used, owned, operated or undertaken by or on behalf of the Principal in respect of the execution of the works or obligations under or the performance of the contract or any activity directly or indirectly associated therewith.

**CLAUSE 40.5**

In Clause 40.5 add the following new sub-clause (i):

"Where, by reason of variation, the time for completion was extended pursuant to Clause 35.5, the valuation of the variation shall be deemed to include monetary compensation for any additional expenditure occurring or losses suffered in respect of the extension of time granted for the purpose of the variation.

**CLAUSE 50**

GST shall be added to the General Conditions of Contract as detailed on the following page.

**“50. GST****50.1 Full Benefit of any Reduction**

The Contractor will pass on to the Principal, in the form of a reduction to the Contract Sum and similarly to progress claims, the full benefit of any reduction in the Contractor's cost of performing the work under the Contract that results either directly or indirectly from the repeal or reduction of any then existing tax including, but not limited to sales tax, financial institution of any then existing tax including, but not limited to sales tax, financial institutions duty, bank account debits tax, stamp duty or fuel excise. The Contractor will comply with the ACCC guidelines as published in accordance with section 75AV and 75AU of the Trade Practices Act 1974. The Contractor's compliance with this obligation may be subject to independent audit and verification.

**50.2 Tax invoice**

The Principal will not be required to pay the Contractor in respect of any payment certificate until 14 days following the receipt of a tax invoice. The tax invoice, for GST purposes, shall be in the format and form required as set out in the GST legislation and regulations.

**50.3 Definitions**

“Tax Invoice” means a document that complies with the requirements of subsection 29-70(1) and (if applicable) section 54-50 of the A New Tax System (Goods and Services Tax) Act 1999.

“GST” means any value added tax, turnover tax, consumption tax, goods and services tax or any other similar tax impost or duty introduced by the Commonwealth of Australia or any State or Territory of Australia whether before or after the date of this Agreement which is or may be levied or become payable in connection with the sale option or other disposition or land or other property or the lease, sub-lease or other supply premises.”

### **3.2 General Conditions of Tendering**

#### **AUSTRALIAN STANDARD**

#### **GENERAL CONDITIONS OF TENDERING AND FORM OF TENDER**

1. The documents, upon which the tenderer is to tender are:  
  
Specification: Supply and Application of Bituminous Surfaces (tender 01-1415)
2. Tenderers must complete the Form of Tender provided and lodge it with any accompanying schedules or information in a sealed envelope endorsed with the Contract number at the place and by the time stated in the invitation to tender.
3. The Principal is not bound to accept the lowest or any tender.

### **3.3 Form of Tender (see 5.2 – Form of Tender,)**

### **3.4 Schedule of Experience**

Tenderers are required to provide references/referees in support of their tender submitted. References/referees should be for works performed within the last 24 months. All experience listed must be relevant to the works proposed under this Contract and should as a minimum include:

- Client name
- Contact person with telephone number
- Contract value
- Type of work
- Locality

### **3.5 Schedule of Personnel and Sub-Contractor**

Tenderers are to provide a list of all sub-Contractors and key personnel intended to undertake the Contract. For each include the functions they will perform, their skills and experience with references and/or the names of referees in support. References may be verified and/or referees contacted as part of the tender assessment process.

**FAILURE TO COMPLY WITH CLAUSES 3.4 AND 3.5 OF THIS TENDER MAY RESULT IN THE LOCAL GOVERNMENT DECLINING TO CONSIDER YOUR TENDER.**

**FORM OF FORMAL INSTRUMENT OF AGREEMENT (AS 2127-1992)**

AGREEMENT made on the ..... day of ..... 2014

BETWEEN \_\_\_\_\_, \_\_\_\_\_ WA

and the **SHIRE OF YORK, PO Box 22, YORK, WA 6302** (the Principal)

IT IS AGREED that the annexed documents marked as follows:

TITLE: Supply and Application of Bituminous Surfaces (Tender 01-1415).

Tender, dated \_\_\_\_\_ 2014

Letter of Acceptance, dated \_\_\_\_\_ 2014

AS 2124-1992 General Conditions of Contract and Annexure.

(Agreement signed and all pages initialled by parties)

Special Conditions of Contract

Specification: Supply and Application of Bituminous Surfaces.

Other documents:

Shall together comprise the Contract between the parties AND if the Contractor or the Principal are two or more persons then they shall be bound jointly and severally.

THE COMMON SEAL of \_\_\_\_\_

was hereunto affixed by the authority of its Directors in the presence of

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
DIRECTOR / SECRETARY

THE COMMON SEAL of the **SHIRE OF YORK** was hereunto affixed by the authority of a resolution of the Council in the presence of

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

## 5. TENDER SCHEDULE

### 5.1 Schedule of Prices

#### Road Sealing Works

	Description	Unit	Rate (GST excluded)	Quantity (approx Only)	Amount
1	Reseal / Final with 10mm	M <sup>2</sup>	\$	120,000m <sup>2</sup>	\$
2	Single Primer Coat Seal with 14mm	M <sup>2</sup>	\$	59,000m <sup>2</sup>	\$
3	2 Coat Seal	M <sup>2</sup>	\$	3,000m <sup>2</sup>	\$
4	Additional Bitumen	L	\$		
				TOTAL	\$

Tenderer's signature..... Date.....

## 5.2 FORM OF TENDER

**FOR: Supply and Application of Bituminous Surfaces 01-1415**

**TO: Shire of York  
Tender No 01-1415  
Shire Office  
1 Joaquina Street  
York WA 6302**

This tender is submitted in accordance with the Conditions of Tendering and all other documentation by which, in consideration of the Principal undertaking to investigate and take into account this tender with the other tenders received by the Principal the Tenderer agrees to be bound.

The Tenderer confirms the following addenda have been included as part of this tender submission.

Addenda No. \_\_\_\_\_

This Tender shall remain valid and not be withdrawn for a period of 60 days from Tender Closing Date.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014

FULL NAME OF  
TENDERER: \_\_\_\_\_

ADDRESS OF TENDERER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE OF AUTHORISED PERSON: \_\_\_\_\_

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

**5.3 Schedule A - Methodology**

- Detail your understanding of the Services to be provided under this Contract
- Provide details of methodology that you would employ in providing required services
- Provide details of machinery that you would employ during the Contract
- Any other details you consider relevant

**5.4 Schedule B – Experience on Similar Work**

- For examples listed, give the client name and contact telephone number
- Description of Works
- Value of Contract
- Location

**5.5 Schedule C - Capacity**

- Provide name(s) and resume(s) of person(s), including sub-contractors, committed to providing the services for this Contract. Include details of their qualifications, experience and capability.
- Provide details of experience in remote areas road bitumen seal construction
- Contingency plans for staff resources

**5.6 Schedule D – Management Systems**

- Provided your stated organisational values
- State the methodology used to manage relationships with customers
- Provide details of the methodology used to measure organisational and personnel performance from a non-financial aspect
- Provide details of your organisation's continuous improvement technology

## GENERAL SPECIFICATION

### 1. SCOPE OF WORKS AND CONTRACT REQUIREMENTS

#### 1.0 The Contract

The contract shall be evidenced by a Formal Instrument of Agreement between the Principal and the Contractor. The rights and obligations of these parties under this agreement are set out in this Contract Document.

The contract will be formed under Australian Standards AS 2124 and this Scope of Works.

#### 1.1 Extent of the Works

A. Resealing - Supply aggregate, spray and cover.

	<u>SLKs</u>	<u>Length</u>	<u>Width</u>	<u>Total m<sup>2</sup></u>
Ashworth Road	6.10 to 6.95	850m	7m	5950
	2.26 to 2.72	460m	7m	3220
Avon Terrace	2.09 to 2.32	230m	16m	3,680
Marwick Rd	0.00 to 2.50	2500m	7m	17,500
Quellington Rd	0.20 to 2.00	1800m	7m	12,600
Spencers Brook Rd	16.52 to 17.42	900m	7m	6,300
Talbot Rd	6.00 to 9.80	3800m	7m	26,600
York Tammin Rd	11.68 to 16.84	5160m	7m	36,120
Mokine Rd	8.82 to 9.93	1110m	7m	7,770
<b>TOTAL AREA - RESEAL (approx.)</b>				<b>120,000m<sup>2</sup></b>

Contractor to supply spreader trucks, pre coaters, rollers, supervision, broom, labour, etc. Contractor to supply Traffic Control.

Reseal using 10mm aggregate and a hot spray rate of 1.7 litres per square metre.



B. Primer Sealing Works

	<u>SLKs</u>	<u>Length</u>	<u>Width</u>	<u>Total m<sup>2</sup></u>
Spencers Brook Rd	5.70 to 7.40	1,700m	7m	11,900
	7.60 to 8.60	1,000m	7m	7,000
	8.80 to 9.90	1,100m	7m	7,700
Greenhills South Rd	3.41 to 4.34	930m	7m	6,510
Mannavale Rd	12.65 to 13.15	500m	7m	3,500
Quellington Rd	2.40 to 3.40	1,000m	7m	7,000
Several other intersections				15,000
<b>TOTAL AREA - PRIMER SEAL (approx.)</b>				<b>59,000m<sup>2</sup></b>

Contractor to supply spreader trucks, pre coaters, minimum 2 x Multi rollers, supervision, broom, labour etc). Contractor to supply Traffic Control.

Single coat primer seal using 14mm aggregate and a hot spray rate of 2.2 litres.

C. 2 Coat Seal

	<u>Length</u>	<u>Width</u>	<u>Total m<sup>2</sup></u>
Knotts Road	100m	7m	700
Talbot West Road Bridge	320m	7m	2,240
<b>TOTAL AREA - 2 COAT SEAL (approx.)</b>			<b>3,000m<sup>2</sup></b>

Contractor to supply (spreader trucks, pre coaters, minimum 2 x Multi rollers, supervision, broom, labour etc.). Contractor to supply Traffic Control.

2 coat using 14mm and 7mm aggregate and a hot spray rate of 1.4 and 7 litres per square metre.

D. Seal Design

Seal designs are to be done in accordance with Main Roads Western Australia seal design practices.

All designs results are to be supplied to the Superintendent prior to sealing activities. Costs for determining design input parameters (i.e. texture depth, ALD etc.) shall be included in the rate for "seal design".

E. Location of Works

All work locations are within the Shire of York.

The Work is to be undertaken from February 2015 – June 2015

### **1.1.3 General Requirements**

The works under this contract include the supply and delivery of all materials and supply of plant and labour, unless specifically instructed to the contrary, necessary for the completion of the works shown or implied in the drawings and/or specifications. The works also includes any variations ordered by the Superintendent in writing or as shown in supplementary drawings and specifications, together with any maintenance works that may be required by the Superintendent up to the time of issue of the Final Certificate.

The whole of the works shall be carried out in strict accordance with, and to the true intent and purpose of the drawings and specification under the supervision of the Principal's representative. All work done shall meet the requirements of the supervising authority, which will inspect work from time to time to ascertain whether the standard of work meets its requirements.

### **1.2 Working Documents**

The Contractor shall keep at the works site at all times a complete set of drawings and specifications, relevant standards and manufacturer's installation instructions and shall make them available to the Superintendent, Principal or to any representative of the supervising authority when required. The Contractor shall ensure that these drawings are current.

### **1.3 Variations to Elevations and of Works**

The Contractor shall check all relevant dimensions and levels on site before proceeding with work. Any discrepancies shall be brought to the notice of the Superintendent immediately.

The Superintendent reserves the right to add, alter or delete various parts of the work and the costs of such alterations based on the scheduled rates supplied by the Contractor shall be either added to or subtracted from the contract price as the case may be.

All variations shall be ordered in writing; no extra payments made unless this procedure is followed.

### **1.4 Insurance Requirements**

Copies of the insurances as required under Annexure A Part A and stated in the Special Conditions of Tender shall be forwarded to the Superintendent prior to commencement of the works.

### **1.5 Liaison and Works Program**

A work program shall be prepared in accordance with Section 7.4. The works program will be continually updated and a copy made available to the Superintendent within 24 hours of request. If the Contractor fails to supply the works program, the Superintendent will have the discretionary power to halt the works.

Daily time sheets detailing hours of labour and plant in use, shall be submitted to the Superintendent at the end of each day.

## **1.6 Permits and Approvals**

The Contractor shall obtain all necessary approvals and permits required for the construction works. In addition the Contractor must take instructions from the Superintendent on how to carry out the contract work in stages and how to access the site.

## **1.7 Proprietary Products or Brands**

Where a proprietary product or brand is specified, an alternative proprietary product or brand may be approved by the Superintendent.

## **1.8 Environmental Protection Authority**

The Contractor shall be responsible for complying with requirements of both the Department of Environmental Protection and Conservation and Land Management in regard to control and abatement of dust nuisance, clearing and noise.

## **1.9 Precedence of Documents**

The contract is to be evidenced by a Formal Agreement. In the event of any ambiguity, discrepancy or inconsistency between any of the requirements of the contract documents the following order of precedence shall apply:

- Form of Agreement
- Special Conditions of Contract
- Annexure Part A and Annexure Part B to General Conditions of Contract
- The Works Specification
- General Conditions of Contract AS 2124-1992
- Schedules, Standard Forms and Contractor supplied details

## **2 SITE ACCESS AND REQUIREMENTS**

### **2.1 Site Access**

The Contractor shall only obtain access to the site upon the written authority of the Superintendent. The Contractor shall comply with all requirements in relation to the movement and the use of safety and communication equipment.

## **2.2 Works Area**

The Contractor shall not enter upon any land outside the areas designated as works areas, for any purpose whatsoever except by permission of the Superintendent.

Superintendent will liaise with Contractor and agree Contractor's compound area which shall be fenced.

The destruction of vegetation will be kept to a minimum.

## **2.3 Contractor's Storage Sheds**

The siting of the office and storage sheds shall be in accordance with Clause 2.2.

Provision for the disposal of all rubbish should be made to the satisfaction of the Superintendent.

## **2.5 Water Supply**

The use of water shall be subject to the approval of the Principal and to restrictions, which may be in force prior to or during the construction period.

The Contractor shall not connect pumping equipment directly to any existing supply mains.

The Contractor shall make his own provision for equipment required for water supply for the works and include the cost in the tender price. Consultation with the Superintendent is required.

Any header tanks, pumps, distribution lines, additional mains or other items required by the Contractor to service his operations shall be provided, operated and maintained by the Contractor at his own expense and as approved by the Superintendent.

The Contractor will not be responsible for paying for water used.

The contractor shall make his own provision for water supply for the works and include the cost in the tender price. Consultation with the Principal. The Contractor shall familiarise himself with the water supply location and restriction during the on site inspection.

## **2.6 Cleaning Up**

At the completion of works all temporary buildings, old materials, drums and plant will be removed from the site. All pits, loading ramps, stockpiles of material and surplus material will be leveled, filled or removed by the Contractor's unless directed by the Superintendent to the contrary. All timber, stumps, rocks and other materials produced during the works shall be removed from the site and disposed of.

The Contractor shall keep the site in a neat and clean condition. Cleaning up will proceed continuously.

## **2.7 Maintenance Works**

Maintenance works required by the Superintendent during, or at the end of the maintenance period shall be carried out by the Contractor at the Contractor's expense. If the Contractor fails to carry out repairs to the Superintendent's satisfaction, the Superintendent shall arrange for the repairs to be carried out by others and payment deducted from the Maintenance Retention.

## **2.8 Final Inspection Prior to Issue of Final Certificate**

Any maintenance work required under Clause 2.7 shall be carried out prior to final inspections by the supervising authority.

## **3 INDUSTRIAL AWARDS AND AGREEMENTS**

**3.1** The Contractor shall observe all conditions of employment and payments to all persons employed on the works under the control of the Contractor or any sub-Contractor as laid down in the relevant industrial awards and agreements. It shall be the Contractor's responsibility to negotiate with union representation on site to cover site conditions and wage allowances to ensure the smooth and satisfactory performance of work on site. The Principal shall not be responsible for additional costs resulting from the Contractor's negotiations.

## **4 SITE MEETINGS**

**4.1** A site meeting will be held as and when required by the superintendent. A senior representative of the Contractor shall attend.

**4.2** The meeting will be chaired by the Superintendent.

**4.3** Minutes of the meetings will be prepared by the Superintendent and copies dispatched to attendees within three days of the date of the meeting.

## **5 NOTICE BOARD (optional)**

No notice board will be erected.

## **6 CONTRACT PAYMENTS**

### **6.1 Claims – Payments**

Progress payments will be made in accordance with the General Conditions of Contract. Claims shall be prepared by the Contractor, submitted to and agreed with by the Superintendent. Advance payments will not be made for materials, manufactured items, plant and/or equipment not built into and/or installed in the works.

### **6.2 Retention Prior to Practical Completion**

0% of the contract value.

### **6.3 Maintenance of the Works**

The whole of the works once approved by the Superintendent and supervising authorities shall be maintained for the period specified in Annexure A, Part A. The Final Certificate shall be issued after the Contractor has fulfilled all obligations under the contract to the satisfaction of the Principal, Superintendent and supervising authorities.

### **6.4 Payment on Issue of Certificate of Practical Completion**

A certificate of practical completion will only be issued after a joint inspection by the Contractor and the Superintendent of the works. A punch list of outstanding works will then be drawn up. The Superintendent will then have the option to either issue a certificate of practical completion, or withhold it until the punch list is attended to. Should the Superintendent elect to issue this certificate, monies will be withheld against the items on the punch list from the invoice rendered by the Contractor, only to be paid when the punch list works are completed.

### **6.5 Claims for Extra Payment**

If the Contractor makes claim for payment additional to payment in respect of the contract sum notwithstanding any provision to the contrary elsewhere in the contract, the following procedure shall apply:

The Contractor shall include with each claim full particulars and calculations in support of the extra amount claimed to enable the Superintendent to properly determine the extra amount, if any, due to the Contractor.

## **6.6 Penultimate Payment Claim**

In addition to the payment claims required by General Conditions Clause 42.1, and within two months of the date of issue of the Certificate of Practical Completion for the Works or the last separable portion thereof as the case may be, the Contractor shall lodge with the Superintendent a payment claim for work under the contract executed up to and including the said date of issue and endorse it "Penultimate Payment Claim".

The Contractor shall include in the claim all moneys which the Contractor considers to be then due from the Principal under or arising out of the contract (or any alleged breach thereof) up to and including the said date of issue, together with full particulars and calculations in support of the amounts claimed sufficient to enable the Superintendent to properly determine the amount due to the Contractor.

After the expiration of the period for lodging the penultimate payment claim, any claim which the contract should have made against the Principal and has not been made shall be barred.

## **7 TIME OF COMPLETION OF WORKS and CONSTRUCTION PROGRAM**

- 7.1** The time of completion as stated in Annexure A, Part A, shall be by the end of June 2015.
- 7.2** Should the duration of the contract extend past the date of practical completion, the Superintendent may grant an extension of time subject to the conditions of Clause 35.5 of the General Conditions of Contract. Liquidated damages may be applied if the work is not completed within the contract completion time, or within any extension of time granted by the Superintendent.
- 7.3** The amount of liquidated damages recoverable from the Contractor is stated in Annexure A, Part A.

## **APPENDIX (A)**

### **Shire of York**

#### **Selection Criteria**

Tenderers will be evaluated on the information provided, as well as information from other sources as decided by the Principal. Tenderers should ensure their submission includes all information required to allow proper assessment of their Tender.

The Principal reserves the right to not accept the lowest or any Tender.

The selection will be based on the following criteria, which are not listed in order of appearance:

- **Methodology**  
Good understanding of the facilitation services to be provided in this Contract.
- **Experience on Similar Work**  
Details of similar works provided by the Tenderer within the past two years.
- **Capacity to Undertake this Contract**  
Qualifications, experience, availability and capability of personnel committed to this Contract. Familiarity with the related activities required to deliver the required services. Proven ability to produce similar works on time and budget.
- **Management Systems**  
Stated organisational values.  
Methodology used to manage relationships with customers.  
Methodology used to measure organisational and personnel performance from a non-financial aspect.  
Company continuous improvement methodology.
- **Value for Money Considerations**

#### **Assessment and Notification**

Assessment of Tenders will be carried out by the Principal or persons authorised by the Principal to do so.

Assessment will be carried out in accordance with the selection criteria detailed above and will be based on information from the following sources:

- Information supplied by the Tenderer
- Documented information held by the Principal relating to the Tenderer's past performance
- Information collected by following up financial and performance references



- If required, Tenderer interviews and visits to company premises.

To enable a proper assessment to be made, it is essential that Tenderers submit all relevant information in an accurate and concise format. Poorly presented or inadequate information may result in the Tender being unsuccessful. Tenderers must ensure that Tenders are able to be assessed on a stand-alone basis, and should not rely on information previously supplied to the Principal.

Tenders should be assessed using a point scoring system with scores being awarded for each selection criteria and sub-criteria. Each criterion is weighted to reflect its relative importance. Weighted scores are then summed to yield the total score.

The maximum weighted score for each criteria is as follows:

- |                              |            |
|------------------------------|------------|
| • Methodology                | 20         |
| • Experience on similar work | 30         |
| • Capacity                   | 30         |
| • Management system          | <u>20</u>  |
|                              | <u>100</u> |

The scores, representing the value of the Tenders to the Principal, are compared with Tender prices to arrive at the best value for money Tender.

After review of the Tenders, the Principal may seek clarification through interviews with Tenderers or other means.

All Tenderers will be notified in writing as to whether they have been successful or otherwise.