



Request for Tender

Request for Tender:	<i>FIFTH AVENUE DRAINAGE UPGRADE WORKS</i>
Deadline:	<i>2PM AWST TUESDAY 21 OCTOBER 2025</i>
Address for Delivery:	<p>Tender submissions must be submitted as follows:</p> <p>Hard Copy – Tender box at the Shire of Northampton Office on Hampton Rd, Northampton</p> <p>Email – andrew.campbell@northampton.wa.gov.au</p> <p>NO OTHER FORMAT OF SUBMISSION WILL BE ACCEPTED</p>
RFT Number:	<i>RFT 01-2026</i>

Table of Contents

CONTENTS

1	GENERAL INFORMATION FOR TENDERERS	8
1.1	General.....	8
1.2	Contract Requirements in Brief	8
1.3	Contract Objectives.....	8
1.4	Definitions	9
1.5	Scope of Work	10
2	CONDITIONS OF TENDERING.....	11
2.1	How to Prepare Your Tender	11
2.2	Contact Persons	11
2.3	Tender Briefing / Site Inspection	11
2.4	Lodgement of Tenders and Delivery Method.....	11
2.5	Rejection of Tenders.....	12
2.6	Late Tenders.....	12
2.7	Acceptance of Tenders	12
2.8	Customs Duty	12
2.9	Site Allowances	12
2.10	Disclosure of Contract Information.....	12
2.11	Tender Validity Period	13
2.12	Precedence of Documents	13
2.13	Discrepancies, Errors and Emissions	13
2.14	Statutory Requirements.....	13
2.15	Conformity of Tenders	13
2.16	Tenderers to Inform Themselves	14
2.17	Alterations	14
2.18	Risk Assessment.....	15
2.19	Tender Assessment Process.....	15
2.20	Compliance Criteria.....	16
2.21	Selection Criteria (100%).....	17
2.22	Price Criteria (50%)	17
2.23	Qualitative Criteria (50%)	17
2.24	Price Basis	18

Table of Contents

2.25	Regional Price Reference.....	18
2.26	Confidentiality of Submission Information	19
2.27	Property and Copyright in Request Documents.....	19
2.28	Ownership of Tenders	19
2.29	Canvassing of Officials	19
2.30	Identity of the Tenderer	19
2.31	Costs of Tendering	20
2.32	Tender Opening	20
2.33	In House Tenders.....	20
3	INSTRUMENT OF AGREEMENT	21
4	GENERAL CONDITIONS OF CONTRACT	24
4.1	Annexure to the Australian Standard General Conditions of Contract - Part A	24
4.2	Annexure to the Australian Standard General Conditions of Contract - Part B	28
5	SPECIAL CONDITIONS OF CONTRACT	29
5.1	SCC1 Patent Rights & Royalties	29
5.2	SCC2 Rise and Fall in Costs.....	29
5.3	SCC3 Notification of Claims (Cl. 46.1 AS 2124: 1992)	29
5.4	SCC4 Management Requirements	29
5.4.1	SCC4.1 Traffic Management.....	29
5.4.2	SCC4.2 Occupational Health and Safety	29
5.4.3	Quality	29
5.5	SCC5 Errors in Bills of Quantities (Cl. 4.4 of AS2124: 1992).....	30
5.6	SCC6 Pricing Schedule	30
5.7	SCC7 Pre-Conditions to Commencing Works	30
5.8	SCC8 Quality System	31
5.9	SCC9 Access to Work	31
5.10	SCC10 Industrial Matters	31
5.11	SCC11 Goods and Services Tax (GST)	31
5.11.1	SCC11.1 GST Exclusive Amounts	31
5.11.2	SCC11.2 Payment in Respect of Contractor's GST Liability.....	32
5.11.3	SCC11.3 Payment in Respect of Principal's GST Liability	32
5.11.4	SCC 11.4 Time for Payment - By the Principal.....	32

Table of Contents

5.11.5	SCC 11.5 Time for Payment - By the Contractor.....	33
5.11.6	SCC 11.6 Tax Savings.....	33
5.12	SCC 12 Warranties by the Contractor	33
5.13	SCC 13 Hours of Operation.....	34
5.14	SCC 14 Induction	34
5.15	SCC 15 Evidence of Licences	34
5.16	SCC 16 Site Supervision	34
5.17	SCC 17 Payments (Cl. 42.1 of AS2124: 1992)	34
5.18	SCC 18 Retention (Cl. 5.9 of AS 2124:1992).....	35
5.19	SCC 19 Appendices	35
6	TENDERER'S OFFER.....	36
6.1	Form of Tender	36
6.2	Compliance Criteria	37
6.3	Qualitative Criteria	39
6.4	Pricing Schedule.....	42
7	SCHEDULES.....	48
7.1	Schedule 1 – Formal Offer	48
7.2	Schedule 2 – Conformity of Tenders	51
7.3	Schedule 3 – Local Preference	53
7.4	Schedule 4 – Referees	54
7.5	Schedule 5 – Relevant Past Experience	55
7.6	Schedule 6 – Current Project Commitments	56
7.7	Schedule 7 – Insurances.....	57
7.8	Schedule 8 – Subcontractors	58
	Appendix 1 – Works Specification.....	59
A1.1	Principal Supplied Materials	59
A1.2	Supplied Information - Survey Control	59
A1.3	Contractor's Site Facilities	59
A1.4	Superintendent's Representative.....	60
A1.5	Entry to Land.....	60
A1.6	Water Supply.....	60
A1.7	Quality Assurance	60

Table of Contents

A1.7.1	Lot Definition.....	61
A1.7.2	Hold Points	62
A1.7.3	Control of Non-Conforming Outputs.....	62
A1.7.4	As-Constructed Information	63
A1.8	In Situ Concrete.....	63
A1.8.1	General.....	63
A1.8.2	Formwork.....	63
A1.8.3	Concrete Placement	64
A1.8.4	Concrete Testing	65
A1.8.5	Curing and Protection	66
A1.8.6	Conformance and Non-Conformance	66
A1.9	Drainage.....	66
A1.9.1	Materials	67
A1.9.2	Excavation	68
A1.9.3	Installation of Pipe Culverts and Side Entry Pits.....	68
A1.9.4	Backfill and Compaction	70
A1.10	Earthworks	71
A1.10.1	Materials for Earthworks.....	71
A1.10.2	Unsuitable Material.....	72
A1.10.3	Oversize Material	72
A1.10.4	Earthworks Construction	72
A1.11	Pavements	74
A1.11.1	Materials for Sealed Pavements.....	74
A1.11.2	Sealed Pavement Construction	75
A1.11.3	Pavement Preparation for Bitumen Sealing	76
A1.12	Bituminous Surfacing	77
A1.12.1	General	77
A1.12.2	Application Rates.....	77
A1.12.3	Seal Design	78
A1.13	Property Damage	79
A1.14	Variations	79
Appendix 2 – Drawings.....		80

Table of Contents

Appendix 3 – Shire of Northampton Local Preference Policy	81
--	-----------

The information that follows on this page has been prepared to assist tenderers in ensuring that they have provided all information required. It is the tenderers' sole responsibility to ensure they have read this request thoroughly and provided all information required. Any details requested in this tender request, including the schedules below that are not submitted, will affect the score in the relevant assessment criteria. Additionally, a lack of detail in the relevant information for each schedule will also affect the score in the relevant assessment criteria.

PART 6 - TENDERER'S OFFER: *Tenderers must complete and return this Part 6 with their tender submission.*

SCHEDULE 1 – FORMAL OFFER

SCHEDULE 2 – CONFORMITY OF TENDERS

SCHEDULE 3 – LOCAL PREFERENCE: *Tenderer to nominate whether they are eligible for consideration under the Shire's Local Preference Policy and, if so, why.*

SCHEDULE 4 – REFEREES: *The referees provided must be related to the previous projects listed in Schedule 6.*

SCHEDULE 5 – RELEVANT PAST EXPERIENCE: *Only details of previous projects involving the construction of pit and pipe drainage should be provided in this schedule. Projects that involve the supply of dry or wet hire to a separate head civil construction contractor should be clearly noted separately.*

SCHEDULE 6 – CURRENT PROJECT COMMITMENTS: *Tenderers need to nominate when other projects will be completed and when the tenderer is available to commence work with a full crew of plant and personnel.*

SCHEDULE 7 – INSURANCES: *The relevant insurance information needs to be provided in this schedule. A failure to supply current insurance details in this schedule will mean the tender will be deemed non-conforming and not accepted for assessment.*

SCHEDULE 8 – SUBCONTRACTORS: *Any subcontractors that the tenderer proposes to use must be nominated in this schedule.*

1 GENERAL INFORMATION FOR TENDERERS

1.1 General

This PART 1 provides Tenderers with a brief description of the services required and a background to the Tender process. If there is any conflict between it and the detailed Specifications in the later Sections of these documents, the requirements in the later Sections shall have precedence.

This Request for Tender is comprised of the following parts:

- Part 1 – General Information for Tenderers (read and keep this part)
- Part 2 – Conditions of Tendering (read and keep this part)
- Part 3 – Instrument of Agreement (read and keep this part)
- Part 4 – General Conditions of Contract (read and keep this part)
- Part 5 – Special Conditions of Contract (read and keep this part)
- **Part 6 – Tenderer's Offer and Responses (complete and return this part)**
- **Part 7 – Tender Response Schedules (complete and return this part including all schedules)**
- Part A1, A2, and A3 – Appendices (read and keep these parts)

Separate Documents

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

1.2 Contract Requirements in Brief

Suitably resourced, skilled and experienced contractors are invited to submit a tender for the drainage upgrade along Fifth Avenue, Northampton. In brief, the work comprises trench excavation and backfill, supply and lay concrete pipes, construction of side entry pits, as well as pavement reinstatement, including spray sealing.

1.3 Contract Objectives

The Objectives of the Contract include the following:

- To complete the scope of work in accordance with the project specifications.

Part 1 READ AND KEEP THIS PART

- To undertake the works in a safe, cost-effective and efficient manner to achieve an acceptable standard of performance in accordance with industry standards and standards required by this specification.
- To maintain regular and effective communication between the Contractor, Superintendent and Principal to ensure a high quality and standard of all works required under the contract.
- To ensure compliance with all Shire of Northampton's purchasing and procurement policies as well as the Shire's Disability Access Inclusion Plan. Refer to the Shire's website for further information.

1.4 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for the lodgement of your Tender, as detailed on the front cover of this Request.
General Conditions of Contract:	Means the Australian Standard AS 2124-1992: General Conditions of Contract as detailed in Part 4.
Offer:	Your offer to complete the Works in accordance with the Contract.
Principal:	Shire of Northampton
Request OR RFT OR Request for Tender:	This document.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Specification:	The specification nominated in Appendix 1 and any subsequent changes approved by the Superintendent.

Part 1 READ AND KEEP THIS PART

Superintendent:	To be Advised
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Works or Services:	Means the whole of the Works to be executed in accordance with the Contract, including approved variations, which by the Contract is to be handed over to the Principal.

1.5 Scope of Work

The Principal is upgrading the drainage in Fifth Avenue in Northampton townsite. As part of this work, the Principal requires a drainage contractor to complete various works as described below, in the drawings provided within this RFT and the pricing schedule.

The general details of the scope of work are summarised below:

- Saw cut existing sealed road and kerb at locations of new pits and pipes, and remove kerb and pavement to spoil offsite.
- Remove redundant existing pits and pipes to spoil off-site.
- Construct new drainage line complete, including excavation, bed, supply, lay and backfill as detailed on the drawings and in the specification.
- Construct new side entry pit complete, including excavation, bed, supply, place, connect to new pipes, backfill, and new kerb transitions as detailed on the drawings and in the specification.
- Reinstate the road pavement – 200mm basecourse pavement and 2 coat seal
- Reinstate, compact, and trim the verge behind the existing kerb.
- Clean up the site to the satisfaction of the Superintendent

Whilst the Principal aims to complete all work described above, the Principal may need to vary the scope to accommodate the available budget at its absolute discretion without penalty.

2 CONDITIONS OF TENDERING

The applicable General Conditions of Contract, as referred to in this Request, are contained in Section 3. Tenderers are to ensure they have read and understood the General Conditions of Contract and shall include in their tendered price the cost of complying with the General Conditions of Contract.

2.1 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 6) and Schedules (Part 7) in all respects and include all Attachments
- d) Make sure you have signed the Offer form and responded to all the Selection Criteria
- e) Lodge your Tender before the Deadline

2.2 Contact Persons

For any additional information, clarifications or requests, please contact the person listed below.

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

Name:	Josh Kirk, Greenfield Technical Services
Telephone:	0498 999 484
Email:	josh.kirk@greenfieldtech.com.au

2.3 Tender Briefing / Site Inspection

The Principal does not intend to conduct a tender briefing / site inspection. The Principal strongly recommends that prospective tenderers make themselves aware of the Shire and its environment prior to submitting a tender.

2.4 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline.

The Deadline for this request is **2.00PM AWST TUESDAY 21 OCTOBER 2025.**

Tenderers shall address and clearly label their tender submission as Shire of Northampton – **RFT 01-2026 FIFTH AVENUE DRAINAGE UPGRADE WORKS**

All tenders must be submitted prior to the deadline via one of the following methods:

Hard Copy – Tender box at the Shire of Northampton Office on Hampton Rd, Northampton

Email – andrew.campbell@northampton.wa.gov.au

NO OTHER FORMAT OF SUBMISSION WILL BE ACCEPTED.

It is the tenderer's responsibility to ensure timely and complete delivery of any submission document. Tenders will not be accepted after the nominated closing date and time, or a revised closing date and time notified in writing to all Tenderers.

2.5 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that it is not submitted before the Deadline and may be rejected without consideration of its merits in the event that:

- a) It is not submitted at the place specified in the Request; or
- b) It fails to comply with any other requirements of the Request.

2.6 Late Tenders

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

2.7 Acceptance of Tenders

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

2.8 Customs Duty

The Tenderer shall allow for any customs duty and premise applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

2.9 Site Allowances

This contract is not subject to adjustment for Site allowances.

2.10 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 the particulars of the successful Tenderer (s) or be advised that no Tender was accepted.

2.11 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.

2.12 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.

2.13 Discrepancies, Errors and Emissions

Should Tenderers find:

- any discrepancy, error or omissions in the Tender Documents; or
- the Tender documents are at variance with laws, ordinance, rules and regulations bearing on the conduct of the work;

they shall notify the Contact Person promptly in writing thereof, before the Deadline.

Any work performed contrary to such laws, ordinances, rules and regulations will not be accepted.

2.14 Statutory Requirements

Tenderers shall make allowance to provide evidence that the work to be undertaken or completed or in progress satisfies all relevant statutory requirements. All materials, equipment, and work methods proposed by the Tenderer shall comply with the Work Health and Safety requirements presently in force within Western Australia.

2.15 Conformity of Tenders

Tenderers shall submit a Conforming Tender fully in accordance with the Tender Documents.

In addition to a Conforming Tender, a Tenderer may submit one or more Alternative / Non-Conforming Tenders, except for those parts of the Works where it is stated in the Documents that alternatives will not be considered.

Any tender submission made subject to conditions/clarifications/critical assumptions that modify/change/alter any of the following:

- General Conditions of Contract

- Special Conditions of Contract
- Contract Specifications and/or Drawings

will be considered an Alternative / Non-Conforming Tender, regardless of whether it is marked Alternative Tender or not.

For an Alternative/Non-Conforming Tender to be considered, it must be accompanied by a Conforming tender submission that fully addresses all the requirements of the RFT.

Any Alternative/Non-Conforming Tender submission that is submitted without a fully Conforming tender submission may be rejected.

The Principal may, in its absolute discretion, reject any Alternative/Non-Conforming Tender as invalid.

Alternative/Non-Conforming Tenders must offer a significant advantage to the Principal over conforming tenders, if they are to be considered by the Principal.

2.16 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.

2.17 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.

2.18 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.

2.19 Tender Assessment Process

This is a Request for Tender.

It is the Principal's policy to award contracts to organisations whose Tenders are assessed as offering the best value for money. The preferred Tenderer will generally be the best value conforming Tender or the best value Alternative 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 (e.g. completed offer form, attachments and any other information and/or documentation requested within this tender) may be excluded from evaluation.

- b) Any tender deemed to be an Alternative / Non-Conforming Tender that is not accompanied by a fully Conforming tender may also be excluded from evaluation.
- c) Compliant tenders are assessed against the weighted Qualitative Criteria.
- d) Although not a weighted component, the Tendered Price and other relevant whole of life costs are considered as part of the tender assessment process.
- e) The most suitable Tenderers may be shortlisted 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.

The Principal reserves the right to take into consideration any feature of a tender that provides a benefit to the Shire of Northampton and the community. Further, the Principal also reserves the right to take into consideration the Tenderer's past performance on any previous projects undertaken for the Principal. Any additional features or past performance will be evaluated in accordance with the value-for-money assessment process outlined within.

2.20 Compliance Criteria

The criteria detailed in Section 6.2 will not be point scored. Each Tender will be assessed by the Principal on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of "Non-Compliant" against any criterion may eliminate the Tenderer from consideration.

Tenderers are advised that any tender submission that is made subject to conditions/clarifications/critical assumptions that modify/change/alter any of the following:

- General Conditions of Contract
- Special Conditions of Contract
- Contract Specifications and/or Drawings

will be considered an Alternative Tender, regardless of whether it is marked Alternative Tender or not. Alternative Tenders that have been submitted without a Conforming Tender that fully complies with all the requirements of the RFT will be considered as a non-conforming tender, even if the tenderer has marked otherwise in the criteria detailed in Section 6.2.

2.21 Selection Criteria (100%)

In determining the most advantageous Tender, the Evaluation Panel will score each Tender against the weighted selection criteria as detailed below.

Price Criteria 50%

Qualitative Criteria 50%

2.22 Price Criteria (50%)

The Tenderer is to complete the Price Schedules given in Section 6.4.

Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

2.23 Qualitative Criteria (50%)

In determining the most advantageous Tender, the Evaluation Panel will score each Tender against the qualitative criteria as detailed within Section 2.23 of this document.

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 required information may result in the tender only achieving a low score.

The Qualitative Criteria are comprised of the following components:

Criteria	Weighting
Tenderer's demonstrated relevant experience in similar pit and pipe drainage works	20%
Demonstrated experience of key project personnel	10%
Capacity to commence and complete contract works within the designated timeframe	20%

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

- All information relevant to your answer to each criterion is to be contained within your Tender
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience

- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria
- Tenderers are to address each issue outlined within the qualitative criterion

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.

2.24 Price Basis

This is a FIXED LUMP SUM Contract. The value of the Fixed Price Lump Sum is not inclusive of the Provisional Items or Provisional Quantities.

All prices for products / services offered under this RFT Request are to be fixed for the term of the Contract.

Tendered prices are EXCLUSIVE of Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include 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.

There is no provision for rise and fall within this Contract.

2.25 Regional Price Reference

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 Shire of Northampton's Regional Price Preference Policy.

Refer Appendix 3 for details of the Shire's Policy.

Tenderers have the opportunity to claim a Regional Price preference by indicating as such in Schedule 3.

It is the sole responsibility of the tenderer to nominate how their tender is eligible for consideration under the Shire's Regional Price Preference Policy. Tenderers must not assume any prior knowledge of the Principal and/or the Tender Evaluation Panel. A failure to specifically state what elements of a tender are eligible for regional price preference may result in that tender not being considered for preference under the policy.

2.26 Confidentiality of Submission Information

The Principal will treat all information provided in a Tender submission as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law.

Documents and other information relevant to a Tender may be disclosed when required by law, such as under the Freedom of Information Act 1992, the Local Government Act 1995, the Local Government (Functions and General) Regulations 1996 or under a court order documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1982 or under Court Orders.

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

2.27 Property and Copyright in Request Documents

All intellectual property, including patents, copyright, trademarks, know-how, technical information and confidential information in or attaching to this Request shall remain the property of the Principal. A Tenderer shall not use any of the information in this Request for any purpose other than the preparation of its Tender submission.

2.28 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.

2.29 Canvassing of Officials

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

2.30 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 Schedule 1 and whose execution appears on the same schedule. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.31 Costs of Tendering

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

2.32 Tender Opening

Tenders will be opened in the office of the Shire of Northampton, Northampton, on or as soon as practicable after the advertised Deadline in accordance with all local government purchasing and tendering regulations. All Tenderers and members of the public may attend or be represented at the opening of Tenders. Those who intend on attending the tender opening are requested to notify the tender's nominated contact person prior to the tender deadline.

The names of the persons who submitted a 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.

2.33 In House Tenders

The Principal does not intend to submit an In-House Tender.

3 INSTRUMENT OF AGREEMENT

THIS AGREEMENT made the day of 20 between the **Shire of Northampton** in
the State of Western Australia (hereinafter called 'the Principal') of the one part and

(hereinafter called 'the Contractor') of

the other part WHEREAS the Principal is desirous that certain Works should be undertaken, namely:

Contract: **RFT 01-2026 FIFTH AVENUE DRAINAGE UPGRADE WORKS**

and has accepted a Tender by the Contractor for the undertaking completion maintenance of such Works NOW THIS AGREEMENT WITNESSETH and the parties hereto mutually agree as follows:

1. In this Agreement words and expressions shall unless the context otherwise requires have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) AS2124-1992 General Conditions of Contract
 - (b) Special Conditions of Contract
 - (c) Tender Submission Document including any correspondence between Principal and Contractor prior to Acceptance
 - (d) Principal's Authorisation
 - (e) Tender Specifications and Drawings
 - (f) Notice of Award of Contract
3. In consideration of the Agreements on the part of the Principal in this Agreement set forth the Contractor will supply the goods in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe all and singular the provisions, conditions, stipulation and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to, or observe by or on the part of the Contractor.

Part 3 READ AND KEEP THIS PART

4. In consideration of the Agreements on the part of the Contractor in this Agreement set forth the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe all and singular the provisions, conditions, stipulation and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.
5. If any party to this Agreement consists of one or more persons and one or more Corporations or two or more persons or two or more Corporations this Agreement shall bind such person or persons and such Corporation or Corporations or such persons or Corporations (as the case may be) and their respective Executors, Administrators, Successors and permitted Assigns (in the case of the Contractor) and Assigns (in the case of the Principal) jointly and severally and the person or persons and or Corporation or Corporations included in the term "Contractor" or the term "Principal" in this Agreement shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.
6. This Agreement shall take effect according to its tenor notwithstanding any prior Agreement in conflict or at variance with it or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

AS WITNESS HERETO the parties have executed this Agreement the day and year first above written.

SIGNED for and on behalf of THE PRINCIPAL

Name

.....

Signature

.....

Title

.....

Part 3 READ AND KEEP THIS PART

in the presence of

Name

.....

Signature

.....

Dated

.....

SIGNED for and on behalf of THE CONTRACTOR

Name

.....

Signature

.....

Title

.....

in the presence of

Name

.....

Signature

.....

Dated

.....

4 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the Australian Standard AS 2124-1992: General Conditions of Contract.

4.1 Annexure to the Australian Standard General Conditions of Contract - Part A

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

The law applicable is that of the State or Territory of: (Clause 1)	WESTERN AUSTRALIA
Payment under the Contract shall be made at: (Clause 1)	NORTHAMPTON, WESTERN AUSTRALIA
The Principal: (Clause 2)	CHIEF EXECUTIVE OFFICER, Shire of Northampton
The address of the Principal:	Hampton Road Northampton, WA 6535
The Superintendent: (Clause 2)	To Be Advised
The address of the Superintendent:	To Be Advised
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3 (b))	No limits
Bill of Quantities – the alternative applying: (Clause 4.1)	Alternative one
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	At time of tender
Contractor shall provide security in the amount of (Cl. 5.2)	Nil
Principal shall provide security in the amount of (Cl. 5.2)	Nil
The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security (Cl. 5.5)	5 DAYS

Part 4 READ AND KEEP THIS PART

The percentage to which the entitlement to security and retention money is reduced: (Clause 5.7)	50%
Interest on retention money and security – the alternative applying: (Clause 5.9)	Alternative two
The number of copies to be supplied by the Principal: (Clause 8.3)	One
The number of copies to be supplied by the Contractor: (Clause 8.4)	One
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	14 days
Work which cannot be Subcontracted without approval: (Clause 9.2)	All work
The percentage for profit and attendance: (Clause 11 (b))	Not Applicable
The amount or percentage for profit and attendance: (Clause 11 (c))	Not Applicable
Insurance of the Works – the alternative applying: (Clause 18)	Alternative one
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18 (ii))	5% of the contract sum
The assessment for insurance purposes of consultants' fees: (Clause 18 (iii))	5% of the contract sum
The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil
The additional amount or percentage: (Clause 18 (v))	Not Applicable
Public Liability Insurance - the alternative applying: (Clause 19)	Alternative one
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$20,000,000

Part 4 READ AND KEEP THIS PART

The time for giving possession of the Site: (Clause 27.1)	14 days from date of award of tender
The date for practical completion (Cl. 35.2)	30 June 2026
Liquidated Damages per day (Cl. 35.6)	\$3,000 per day
Limit of Liquidated Damages (Cl. 35.7)	No Limit
Bonus per day for early Practical Completion (Cl. 35.8)	Nil
Limit of bonus (Cl. 35.8)	N/A
Extra costs for delay or disruption (Cl. 36)	Nil
Defects liability period (Cl. 37)	12 months
The Charge for overheads, profit, etc. for Daywork: (Clause 41 (f))	Nil
Times for Payment Claims:(Clause 42.1)	Within 20 days of the receipt of an invoice approved by the Superintendent
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii))	Nil
Retention Money on: (Clause 42.3)	(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, 10% of the value until 10% of the Contract Sum is held.
Unfixed Plant or Materials – the alternative applying: (Clause 42.4)	Alternative three
The rate of interest on overdue payments: (Clause 42.9)	Current reserve bank overdraft rate + 1%
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	3 months

Part 4 READ AND KEEP THIS PART

The person to nominate an arbitrator: (Clause 47.3)	Chairman of the Institute of Arbitrators Australia, WA Chapter
Location of arbitration: (Clause 47.3)	PERTH, WESTERN AUSTRALIA

4.2 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 2124-1992

- 1. The following Clauses have been deleted from the General Conditions in AS2124—1992:**
Clause 4.4. Refer Special Conditions of Contract Section SCC5.
- 2. The following Clauses have been amended and differ from the corresponding Clauses in AS2124—1992:**
Clause 5.9, 42.1 and 46.1. Refer Special Conditions of Contract Sections SCC18, SCC17 and SCC3 respectively.
- 3. The following Clauses have been added to those of AS 2124—1992:**
Refer Special Conditions of Contract Sections SCC1, SCC2, SCC4 to SCC16, and SCC19.

5 SPECIAL CONDITIONS OF CONTRACT

5.1 SCC1 Patent Rights & Royalties

The Contractor shall save harmless and indemnify the Principal from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark or name or other protected rights in respect of any machine, plant, work, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor in connection with the execution of the Contract and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5.2 SCC2 Rise and Fall in Costs

Unless otherwise stated in the Contract, the Contract shall not be subject to adjustment for rise and fall in costs.

5.3 SCC3 Notification of Claims (Cl. 46.1 AS 2124: 1992)

In the first paragraph of clause 46.1 of the General Conditions of Contract, delete “28” and replace with “14”.

In the second paragraph of clause 46.1 of the General Conditions of Contract, delete “42” and replace with “21”.

5.4 SCC4 Management Requirements

5.4.1 SCC4.1 Traffic Management

No works shall commence until the Contractor submits a traffic management plan for the approval of the Superintendent as per AS1742.3 and MRWA Code of Practice. The works are to be constructed with minimum interference to traffic.

An appropriate construction programme needs to be approved by the Superintendent prior to the commencement of works.

5.4.2 SCC4.2 Occupational Health and Safety

No works shall commence until the Contractor submits a safety management plan to the approval of the Superintendent. The Contractor shall ensure that the site is maintained in a safe condition at all times during the course of the works and generally satisfy the management requirements nominated in Occupational Health and Safety Act 1984 and Regulations 1996.

5.4.3 Quality

The Contractor shall develop the following;

- Program of work
- Inspection and Test Plan
- Hold Point Register
- List of Nominated Sub-contractors

All earthworks and pavements shall be tested and certified by a NATA registered laboratory. The type and frequency of testing shall be as outlined in the relevant sections of Appendix 1.

5.5 SCC5 Errors in Bills of Quantities (Cl. 4.4 of AS2124: 1992)

Delete all of clause 4.4.

5.6 SCC6 Pricing Schedule

The Contractor acknowledges that the Principal has entered the Contract reliant on the Contractor having prepared an accurate Pricing Schedule for the works required under the Contract.

The signing of the Instrument of Agreement by the Contractor is deemed to be an acknowledgment that the quantities detailed in the submitted Pricing Schedule (Section 6.4 of the Tender Response) are correct and that no future claim will be made with respect to the accuracy of quantities.

This sub clause does not preclude the Contractor from making a claim under Clause 40.5 in the event that the scope is varied as directed by the Superintendent.

5.7 SCC7 Pre-Conditions to Commencing Works

The Contractor shall not commence the Works until the Superintendent has notified the Contractor that the following document is approved:

- the Insurances required by the Contract
- the Contractor's Construction/Works Program,
- the Contractor's Traffic Management Plan,
- the Contractor's Safety Plan,
- the Contractor's Environmental Plan, and
- the Contractor's Project Quality and Inspection Test Plans.

This approval is conditional on the Contractor complying with any subsequent instructions from the Superintendent to amend the plans, within a time limit specified by the Superintendent.

The initial submission of each of the above documents shall be no later than 14 calendar days prior to taking possession of the site.

5.8 SCC8 Quality System

Notwithstanding any statements to the contrary in the Contractor's Quality Manual or Quality Plan, no part of the Quality System shall be used to pre-empt, preclude or otherwise negate either technical or any other requirements of the Contract Documents.

Quality System Procedures shall be used as an aid to achieve conformance with the Contract Document, and documenting such conformance, and in no way shall they relieve the Contractor of his responsibility to comply with the Contract Documents.

5.9 SCC9 Access to Work

The Contractor shall at all reasonable times give to the Principal and to the Superintendent and to any other persons authorised in writing by the Principal or by the Superintendent access to the work under the Contract and should provide every reasonable facility necessary for the supervision, examination and testing of any work or materials for the Contract, including the provision of surveillance and audits of the Contractor's Quality Plan and Safety Plan (where applicable), at any place where any such work is being or is to be carried out or materials are prepared.

5.10 SCC10 Industrial Matters

The Contractor is responsible for the conduct of all proceedings, conferences, negotiations and dealings with unions and union representatives, regarding industrial matters arising in relation to the performance of the Works but the Contractor shall keep the Superintendent fully informed of all such matters and shall not commence negotiations or make any offer of settlement or finalise an arrangement with a union without prior consultation with and having the consent of the Superintendent.

The Contractor shall observe the requirements of all relevant industrial awards and shall immediately notify the Superintendent if a strike or any other form of industrial unrest occurs and provide full details if requested.

5.11 SCC11 Goods and Services Tax (GST)

5.11.1 SCC11.1 GST Exclusive Amounts

Except where specified, all amounts in this Contract are GST exclusive and subject to this clause.

5.11.2 SCC11.2 Payment in Respect of Contractor's GST Liability

- If this Contract relates to work for which the Principal accepted a lump sum, the Principal's maximum liability to pay or reimburse the Contractor under this clause for GST (subject to any Variations approved in accordance with this Contract) will be limited to the amount stated for GST in the price schedule.
- If this Contract relates to work for which the Principal accepted rates, the Principal's maximum liability to pay or reimburse the Contractor under this clause for GST (subject to any Variations approved in accordance with this Contract) will be limited to 10% of the sum ascertained by multiplying the measured quantity of each section or item of work actually carried out under the Contract by the rate accepted by the Principal for the section or item.
- In addition to any other consideration or payment obligation of the Principal of a Supply in connection with this Contract, the Principal shall pay to the Contractor or reimburse the Contractor for any GST the Contractor shall pay:
 - on any Supply made by the Contractor in connection with this Contract; and
 - in relation to any aspect of this Contract.
- Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST relating to work under the Contract where the costs of that work are to be borne by the Contractor for any reason.

5.11.3 SCC11.3 Payment in Respect of Principal's GST Liability

In addition to any other consideration or payment obligation of the Contractor of a Supply in connection with this Contract, the Contractor shall pay to the Principal or reimburse the Principal for any GST the Principal shall pay:

- on any Supply made by the Principal in connection with this Contract; and
- in relation to any aspect of this Contract.

5.11.4 SCC 11.4 Time for Payment - By the Principal

The Principal shall pay or reimburse the Contractor for GST at the same time as the payment obligation to which the GST relates, provided that the Contractor has first provided a Tax Invoice in respect of that GST.

Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST the Contractor has paid or is liable

to pay in relation to or in connection with any outgoing, expense or cost paid or payable by the Contractor, if the Contractor is entitled to receive a credit for that GST.

5.11.5 SCC 11.5 Time for Payment - By the Contractor

The Contractor shall pay or reimburse the Principal for GST at the earlier of the time of the payment obligation to which the GST related, or upon the Principal providing a Tax Invoice in respect of that GST.

Notwithstanding any other provision of this Contract, the Principal will not be entitled to recover from the Contractor any amount in respect of GST the Principal has paid or is liable to pay in relation to or in connection with any outgoing, expense or cost paid or payable by the Principal, if the Principal is entitled to receive a credit for that GST.

5.11.6 SCC 11.6 Tax Savings

The parties acknowledge that it is not the intent of this Contract that the Contractor receives windfall pricing benefits that might otherwise accrue directly from taxes, duties or statutory charges in respect of its input costs that exist at the time of entering into this Contract and are varied or eliminated during the currency of the Contract. The Contractor shall, therefore, to the extent required of the Contractor under section 75AU of the Trade Practices Act 1974 and having regard to any guidelines issued pursuant to section 75AV of that Act, pass on to the Principal any reductions in cost.

5.12 SCC 12 Warranties by the Contractor

The Contractor warrants that:

- The Contractor, its Subcontractors and their respective employees, have the requisite expertise, applicable professional skills and capabilities to carry out the Works and will continue to have them during the term of the Contract.
- The Contractor has familiarised itself with local conditions and all applicable legislative requirements.
- The Contractor's Subcontractors and their respective employees will not enter the Site without having first familiarised themselves to the extent necessary with local conditions and legislative requirements.
- The Contractor has examined all information relevant to risks, contingencies and circumstances having an effect on the Pricing Schedule and obtainable by making reasonable inquiries.
- The Contractor has inspected the Site and its surroundings.

- The Contractor will not do or permit anything that might damage the name or reputation of the Principal or reasonably invite adverse public criticism or result in the Principal being the subject of any official investigation.

5.13 SCC 13 Hours of Operation

The Contractor shall as a normal procedure confine its operation to daylight hours between the hours of 6:00 am and 5:30 pm Monday to Sunday.

The Superintendent may consider a request by the Contractor to vary its hours of operation, which approval will not be unreasonably withheld – subject to local resident approval.

Notwithstanding, the Contractor shall not work outside of the hours prescribed above without the prior written approval of the Superintendent.

5.14 SCC 14 Induction

It is a fundamental requirement of this Contract that the Contractor and all its employees and sub-contractors are inducted under the Contractor's Induction policy prior to commencing work on site.

5.15 SCC 15 Evidence of Licences

The Contractor shall provide to the Superintendent evidence of all licences and permits required to perform the Contract Works, prior to commencing any operation for which such licences and permits are relevant.

5.16 SCC 16 Site Supervision

The Contractor shall ensure that the competent and experienced site supervisor nominated in the tender, is on site full-time for the duration of the Contract. Supervisory staff may not be substituted or removed without the prior approval of the Principal.

5.17 SCC 17 Payments (Cl. 42.1 of AS2124: 1992)

After the word "payment" on the third line of the first sentence of clause 42.1 of the General Conditions of Contract, add the words "and a tax invoice"

In the first sentence of the fourth paragraph of clause 42.1 of the General Conditions of Contract, delete "28 days after receipt by the Superintendent of a claim for payment or within 14 days of issue by the Superintendent of the Superintendent's payment certificate, whichever is the earlier" and replace with "20 days after the end of the month in which the Superintendent receives a tax invoice in accordance with the first paragraph of clause 42.1, and subject to the Contractor providing a credit note if the value of the tax invoice is higher than the amount subsequently certified by the Superintendent."

5.18 SCC 18 Retention (Cl. 5.9 of AS 2124:1992)

The Principal prefers the Contractor to lodge a bank guarantee in lieu of retention. However, if retention is to be deducted, the following amendment to the General Conditions of Contract shall apply.

Under the paragraph headed Alternative 2 of Clause 5.9 of the General Conditions of Contract, delete the second sentence.

5.19 SCC 19 Appendices

The specifications, policies, procedures, practices, plans, forms, reports and anything else included or referred to in the attached appendices are applicable to the Contract and the Contractor shall comply with all requirements contained or referred to in the appendices.

6 TENDERER'S OFFER

6.1 Form of Tender

The Chief Executive Officer

Shire of Northampton

Hampton Road, Northampton, WA 6535

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 01-2026 FIFTH AVENUE DRAINAGE UPGRADE WORKS.

I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as per the submitted pricing schedule submitted with this Tender.

The tendered consideration is AUD \$ _____ excluding GST

Dated this _____ day of _____ 2025

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

6.2 Compliance Criteria

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

Description of Compliance Criteria	Yes	No
i) Complete Form of Tender	<input type="checkbox"/>	<input type="checkbox"/>
ii) Complete Formal Offer – Schedule 1	<input type="checkbox"/>	<input type="checkbox"/>
iii) Complete Conformity of Tenders – Schedule 2	<input type="checkbox"/>	<input type="checkbox"/>
iv) Complete Pricing Schedule	<input type="checkbox"/>	<input type="checkbox"/>
v) Compliance with Occupational Safety & Health Requirements	<input type="checkbox"/>	<input type="checkbox"/>
v) Risk Assessment Respondents must address the following information in an attachment and label it “ Risk Assessment ”.	Tick if Attached <input type="checkbox"/>	
- Provide an outline of organisation structure inclusive of any branches and number of personnel.	<input type="checkbox"/>	<input type="checkbox"/>
- Attach current ASIC company extracts search including latest annual return.	<input type="checkbox"/>	<input type="checkbox"/>
- Provide the organisation’s Directors/Company Owners and any other positions held with other organisations.	<input type="checkbox"/>	<input type="checkbox"/>
- Provide a summary of how many years your organisation has been in business.	<input type="checkbox"/>	<input type="checkbox"/>
- Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.	<input type="checkbox"/>	<input type="checkbox"/>

Part 6 COMPLETE AND RETURN THIS PART

<ul style="list-style-type: none"> - 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 (<i>and any related documents</i>); and if there is no trust deed, provide the names and addresses of beneficiaries. - 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. 	<input type="checkbox"/>	<input type="checkbox"/>
<p>vi) Financial Position</p> <p>In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “Financial Position” respond to the questions below including a profit and loss statement and latest financial return (<i>OR a statement from your accountant attesting to your financial viability</i>) for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</p> <ul style="list-style-type: none"> - Does the Tenderer have the ability to pay all debts in full as and when they fall due? (If no, please provide details) - Does the Tenderer have any current litigation, claim or judgment as a result of which you may be liable for \$50,000 or more? (If yes, please provide details) - Will the Tenderer cooperate with an independent financial assessor during the conduct of financial assessments (if required)? (If no please outline reasons why) 	<p><i>Tick if Attached</i></p> <input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<p>vii) Conflict of Interest</p> <p>Will any actual or potential conflict of interest in the performance of the Tenderers obligations under the Contract exist if awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If yes, please provide details.</p>	<p><i>Information Supplied</i></p> <p>Yes / No</p> <input type="checkbox"/> <input type="checkbox"/> <p><i>Is there a Conflict of Interest?</i></p> <p>Yes / No</p> <input type="checkbox"/> <input type="checkbox"/>	

Part 6 COMPLETE AND RETURN THIS PART

<p>viii) Insurance</p> <p>Does the Tenderer maintain the minimum insurance requirements of this Request? If Yes, provide evidence of the Tenderers insurance coverage including, insurer, expiry date, value and type of insurance. If 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 7 working days of acceptance.</p> <p>Minimum insurance cover is as per Section 4.1</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
<p>ix) Critical Assumptions</p> <p>Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request. Tenderers should attach these assumptions in an attachment labelled <u>“Critical Assumptions”</u></p> <p>Tenderers are advised that any tender submission that is made subject to critical assumptions that modify/change/alter any of the following:</p> <ul style="list-style-type: none"> – General Conditions of Contract – Special Conditions of Contract – Contract Specifications and/or Drawings <p>will be considered an Alternative / Non-Conforming Tender, regardless of whether it is marked Alternative Tender or not.</p> <p>Alternative / Non-conforming Tenders that have been submitted without a Conforming Tender that fully complies with all the requirements of the RFT will be considered as a Non-Conforming tender, even if the tenderer has marked otherwise in this table.</p>	<p><i>Information Supplied</i></p> <p>Yes / No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	

6.3 Qualitative Criteria

Tenderers are required to address the following qualitative criteria and provide details in the relevant schedules. Any item requested in the schedules below that is not specifically addressed by the tenderer may affect the tenderer's score.

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

Part 6 COMPLETE AND RETURN THIS PART

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

A. Tenderer's Demonstrated Relevant Experience in Similar Pit and Pipe Drainage Works Tenderers must provide the following information in the schedules listed as part of fulfilling this requirement or where a schedule is not listed, a separate attachment.		Weighting < 20% > Tick if attached
	<ul style="list-style-type: none"> - Provide details of the tenderer's previous experience at completing similar works in similar areas. Complete the pro-forma at Schedule 5 as part of providing this information. 	<input type="checkbox"/>
	<ul style="list-style-type: none"> - Provide referees who can substantiate previous experience and demonstrated capability of the organisation. Complete the pro-forma at Schedule 4 as part of providing this information. 	<input type="checkbox"/>
B. Demonstrated Experience of Key Project Personnel Tenderers must provide the following information in the schedules listed as part of fulfilling this requirement or where a schedule is not listed, a separate attachment.		Weighting < 10% > Tick if attached
	<ul style="list-style-type: none"> - Provide information on the tenderer's key resources (personnel) nominated for the works 	<input type="checkbox"/>
	<ul style="list-style-type: none"> - Provide qualifications, skills and experience in completing projects of a similar requirement 	<input type="checkbox"/>
C. Capacity to Commence and Complete Contract Works within Designated Time Frame Tenderers must provide the following information in the schedules listed as part of fulfilling this requirement or where a schedule is not listed, a separate attachment.		Weighting < 20% > Tick if attached

Part 6 COMPLETE AND RETURN THIS PART

	<ul style="list-style-type: none">- Provide information demonstrating the capacity of organisation to resource the work in the context of the tenderer's current and potential future works. Complete the pro-forma at Schedule 6 as part of providing this information.	<input type="checkbox"/>
	<ul style="list-style-type: none">- Provide a programme for the completion of the project with sufficient detail to demonstrate<ul style="list-style-type: none">• Understanding of the tasks involved in the work• Understanding the requirements of the specification	<input type="checkbox"/>
	<ul style="list-style-type: none">- Provide information about the capacity of the tenderer to provide back-up resources for key personnel should the need arise.	<input type="checkbox"/>

6.4 Pricing Schedule

1. **This is a FIXED LUMP SUM Contract.** The value of the Fixed Price Lump Sum is not inclusive of the Provisional Items or Provisional Quantities.
2. The following tender schedules will be utilised in relation to the assessment of progress claims and the value of any variations.
3. The Contract does not include provisions for Rise & Fall adjustments. The Tenderer will need to make their own assessment of any possible effects of rise and fall in prices on their Tender submission.
4. **The tenderer shall determine the form of the final submission.**
5. **The Tenderer must prepare their own Pricing Schedule (s) pursuant to their own investigations as part of their submission.**
6. The responsibility for the accuracy of the completed Pricing Schedule (s) submitted by the Tenderer with their tender submission rests solely with the Tenderer. The Tenderer's completed Pricing Schedule (s) will form part of the Contract to the extent that it will be utilised in relation to the assessment of progress claims and the value of any approved variations.
7. In this Tender Schedule the sub-headings and item descriptions identify the work covered by the respective items, but the exact nature and extent of the work to be performed is ascertained by reference to the Drawings, Specifications and Annexures, the General Conditions of Contract and the Special Conditions of Contract.
8. The rates and prices entered in this Tender Schedule shall be deemed to be the full inclusive value of the work covered by the respective items, to meet the obligations of the Tenderer under the Contract. The sum of the tender prices shall equal the Tendered Fixed Lump Sum. Tenderers shall submit a Conforming Tender fully in accordance with the Tender Documents.
9. While it is the Principal's intention to complete all the works described in this Request for Tender, the Principal reserves the right to vary the scope of the work prior to award of the Contract, to satisfy the Principal's requirement not to exceed the target contract expenditure.
10. The Provisional Items and/or Quantities cover work that may or may not be required. These items and/or quantities will only be paid to the Contractor should these works actually be directed in writing by the Superintendent. The actual quantities associated with the provision items and/or quantities may be more or less than the amounts indicated, and, in some instances, the actual quantities may be 0.

- 11. The rates tendered by Tenderers for Provisional Items and/or Quantities shall include for all additional preliminaries and overheads associated with any and all Provisional Items, e.g. additional mob / demob, accommodation, insurances, etc.**

Part 6 COMPLETE AND RETURN THIS PART**FIFTH AVENUE DRAINAGE UPGRADE**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.0	PRELIMINARIES				
1.01	Allow for all costs related to programs and testing	Item	1		
1.02	Allow for all costs related to survey information and setting out of the works as described in scope of work including physical pegging	Item	1		
1.03	Allow for all costs related to the Contractor's accommodation, living facilities, site facilities and supervision	Item	1		
1.04	Allow for all costs related to protection of utilities, services and public and private property	Item	1		
1.05	Allow for all costs related to traffic management including the TMP	Item	1		
1.06	Allow for all insurances required under the contract	Item	1		
1.07	Allow for all costs related to environmental protection as required under the contract	Item	1		
1.08	Allow for all costs associated with sourcing and supply fresh water for the works	Item	1		
1.09	Allow for all costs related to occupational health & safety matters	Item	1		
1.10	Allow for all costs related to mobilisation and demobilisation	Item	1		
Subtotal - PRELIMINARIES					
2.0	DEMOLITION AND REMOVE EXISTING				
2.1	Remove existing drainage pit at S34 (Ch 82 LHS) and dispose to spoil	No	1		
2.2	Remove existing drainage pit at S18 (Ch 82 RHS) and dispose to spoil	No	1		

Part 6 COMPLETE AND RETURN THIS PART

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.3	Remove existing Ø375mm drainage pipe S34 to S18 and dispose to spoil	m	8		
2.4	Remove existing Ø375mm drainage pipe S18 to OUT and dispose to spoil	m	82		
SUBTOTAL – DEMOLITION AND REMOVE EXISTING					
3.0	PIT AND PIPE DRAINAGE – NETWORK A				
3.1	Construct new drainage line complete including saw cut pavement, excavation, bedding, supply, lay and backfill				
	a) Ø375mm RCP	m	55		
	b) Ø450mm RCP	m	73		
	c) Ø525mm RCP	m	143		
3.2	Saw cut existing kerb and remove to spoil for new side entry pit	No	13		
3.3	Construct new side entry pit complete including excavation, supply, place, connect to new pipes, backfill and new kerb transitions	No	13		
3.4	PROVISIONAL QUANTITY: Excavate rock in trench and remove to spoil offsite	m3	50		
3.5	PROVISIONAL QUANTITY: Supply and place imported embankment material	m3	25		
3.6	Reinstate road pavement - 200mm thick basecourse plus 2 coat bitumen seal	m	75		
3.7	Reinstate, compact and trim verge behind the existing kerb	m	196		
SUBTOTAL – PIT AND PIPE DRAINAGE – NETWORK A					

Part 6 COMPLETE AND RETURN THIS PART

4.0	PIT AND PIPE DRAINAGE – NETWORK B (Provisional)				
4.1	PROVISIONAL QUANTITY: Additional overheads for Network B drainage work, over and above the costs detailed in Section 1.0 Preliminaries				
4.2	PROVISIONAL QUANTITY: Construct new drainage line complete including saw cut pavement, excavation, bedding, supply, lay and backfill				
	a) Ø375mm RCP	m	45		
4.3	PROVISIONAL QUANTITY: Saw cut existing kerb and remove to spoil for new side entry pit	No	4		
4.4	PROVISIONAL QUANTITY: Construct new side entry pit complete including excavation, supply, place, connect to new pipes, backfill and new kerb transitions	No	4		
4.5	PROVISIONAL QUANTITY: Reinstate road pavement - 200mm thick basecourse plus 2 coat bitumen seal	m	17		
4.6	PROVISIONAL QUANTITY: Reinstate, compact and trim verge behind the existing kerb	m	28		
SUBTOTAL – PIT AND PIPE DRAINAGE – NETWORK B (Provisional)					
TOTAL TENDERED PRICE (ex GST)					

Part 6 COMPLETE AND RETURN THIS PART**DAYWORKS SCHEDULE**

ITEM	DESCRIPTION	UNIT	PROV QTY	RATE	AMOUNT
5.0	DAYWORKS RATES inclusive of ALL overheads incl Supervision All quantities are PROVISIONAL				
5.1	Loader (2.5m ³ bucket)	Hrs	10		
5.2	Truck - 10m ³ Rigid tipper	Hrs	10		
5.3	Truck – Semi tipper	Hrs	10		
5.4	20t Excavator	Hrs	10		
5.5	Bobcat	Hrs	10		
5.6	Labourer	Hrs	10		

Part 7 COMPLETE AND RETURN THIS PART

7 SCHEDULES

7.1 Schedule 1 – Formal Offer

TENDER NO.	RFT 01-2026	PROJECT:	FIFTH AVENUE DRAINAGE UPGRADE WORKS
Tenderer:			
<i>(full trading name)</i>			
Registered Office Address		Business Address	
Telephone		Facsimile	
Email			

LEGAL STATUS

All Tenderers are required to complete the following table:

Legal Structure	Name	Australian Company Number (ACN)	Australian Business Number (ABN)
Company			
Trusts			
Individual			
Partnership			

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- (a) Conditions of Tendering

Part 7 COMPLETE AND RETURN THIS PART

- (b) Conditions of Contract
- (c) The Specification
- (d) Any addenda to the above
- (e) This Tender Form including all its schedules relating to the above Contract.

The Tenderer also acknowledges that if it is the successful tenderer, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

AMENDMENTS TO TENDER DOCUMENTS (IF ANY)

Tenderer to sign and return any amendments (tender addenda) issued during the tender period in confirmation of their receipt.

Tenderer confirms amendments have been signed and returned:

List Addenda No's received:

Signature:

Part 7 COMPLETE AND RETURN THIS PART

Executed by Authorised Officer of Tenderer who has delegated authority to enter into a contract:

Signature:

.....

Name and Title:

Date:

.....

.....

Signature of

Witness:

.....

Name of

Witness:

Date:

.....

.....

TENDERER'S CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER

Name:

.....

Position:

.....

Address:

.....

.....

Telephone:

.....

Email:

.....

7.2 Schedule 2 – Conformity of Tenders

The Tenderer is to signify here what type of tender submissions have been submitted.

Tenderers are advised that any tender submission that is subject to critical assumptions that modify / change / alter any of the following:

- General Conditions of Contract
- Special Conditions of Contract
- Contract Specifications and/or Drawings

will be considered an Alternative / Non-Conforming Tender, regardless of whether it is marked Alternative Tender or not.

<p>Submission of a Conforming Tender IS a requirement. It IS NOT optional.</p> <p>Have you submitted a <u>Conforming Tender</u> that fully addresses all the requirements of the RFT?</p>	<input type="checkbox"/> YES	
<p>In addition to a fully Conforming Tender, you are able to submit additional Alternative / Non-Conforming Tenders.</p> <p>Alternative / Non-Conforming Tenders can only be submitted with a fully Conforming Tender.</p> <p>Have you submitted an <u>Alternative / Non-Conforming Tender</u> that modifies / changes the requirements of the RFT?</p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

For any submission, the Tenderer must list below any critical assumptions.

For any Alternative / Non-Conforming tenders, the Tenderer must list below all areas where the tender does not conform to the RFT requirements for any of the following elements:

- General Conditions of Contract
- Special Conditions of Contract
- Contract Specifications and/or Drawings

.....

Part 7 COMPLETE AND RETURN THIS PART

Part 7	COMPLETE AND RETURN THIS PART

7.3 Schedule 3 – Local Preference

Should the tenderer wish to be considered under the Shire of Northampton Buy Local – Regional Price Preference Policy then the tenderer must provide details below of why the tenderer is eligible under the Policy (contained in Appendix 3).

Is the tenderer eligible for local preference under the Shire's Local Preference Policy (Appendix 3)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, please explain why below:		

7.4 Schedule 4 – Referees

Provide contact details of referees who can substantiate the Tenderer's capabilities in undertaking the works required under the contract based on past experiences.

FIRST REFEREE

Company Name:

.....

Address:

.....

Contact Person:

.....

Telephone:

Email

.....

SECOND REFEREE

Company Name:

.....

Address:

.....

Contact Person:

.....

Telephone:

Email

.....

THIRD REFEREE

Company Name:

.....

Address:

.....

Contact Person:

.....

Telephone:

Email

.....

7.5 Schedule 5 – Relevant Past Experience

Please provide details of previous projects involving the pit and pipe construction in built up areas. These projects should only include those where the tenderer is the sole or major/head civil roadworks contractor. Projects which involve supply of dry or wet hire to a separate head civil contractor should not be included.

Item	Project Description	Client	Approx. Value	Approx. Duration	Outcomes Achieved
1					
2					
3					
4					
5					
6					

7.6 Schedule 6 – Current Project Commitments

Name / Description of Project	Start Date	Project Duration	Project Value	Client / Contact Name / Details

Part 7**COMPLETE AND RETURN THIS PART****7.7 Schedule 7 – Insurances**

INSURANCE TYPE	POLICY NO	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident (\$A)	In Aggregate (\$A)		
Public Liability					
Vehicles Plant and Equipment					
Workers Compensation					

(Attach Certificates of Currency or other verification of the above insurances)

7.8 Schedule 8 – Subcontractors

Note: Written approval of all subcontractors by the Superintendent is required before commencement of the contract. The nomination of alternatives is acceptable. The Contractor shall be required to provide evidence that the subcontractors are registered and/or licensed (as required by law) in the work which is to be subcontracted and have the relevant policies of insurance.

NAME OF SUBCONTRACTOR	DESCRIPTION OF WORKS / PLANT ITEMS PROPOSED TO BE SUBCONTRACTED	Approx. Total No of Months the Subcontractor has worked for the Contractor over the last 2yrs	% of Total works which will be subcontracted

Appendix 1 – Works Specification

All as described in the pricing schedule and tender documentation.

A1.1 Principal Supplied Materials

The Principal is **NOT** responsible for the supply of any items, materials, etc for the completion of the works.

A1.2 Supplied Information - Survey Control

The Contractor will be responsible for all construction set-out to the lines and levels as provided in the drawings (Appendix 4).

The Superintendent will provide the Contractor with the electronic set out data post contract award.

At a minimum, the Contractor must set out the work via physical pegs to the satisfaction of the Superintendent. As a minimum, this should include the start and end of the works and sufficient offset pegs to establish the vertical and horizontal profile of the work.

The pegs shall be maintained in place until the completion of the scope of work to allow the Superintendent to verify the work has been constructed to the required levels.

Prior to commencing work, the Contractor shall demonstrate to the Superintendent that the work has been physically pegged out to the satisfaction of the Superintendent (**HOLD POINT**).

Prior to any clearing at culvert locations, the Contractor shall peg the centreline of the culvert at the inlet and outlet inverts and peg the extent of the clearing required for associated Works for the Superintendents' verification and adjustment as required (**HOLD POINT**).

A1.3 Contractor's Site Facilities

The Contractor shall be responsible for all site establishments. Prior to erecting any campsite facility or site office structures, the Contractor will ensure that the proposed location and positioning of the units and all associated services and all specialised storage areas, including areas for septic tanks, effluent discharge and camp rubbish, have been nominated to the Superintendent on a layout plan and where applicable to the Local Authority (**HOLD POINT**).

All buildings and facilities established and used by the Contractor must be removed from the Site at no cost to the Principal on completion of the Works and the site must be left in a clean and tidy condition. Upon completion of the Works, the access tracks established by the Contractor must be removed and the ground rehabilitated.

Sites for the storage of fuel, oil and other contaminant materials including plant maintenance sites must be specially designed to confine any spillages within the site in accordance with Statutory requirements. These sites must ensure that any spillages are confined. Adequate quantities of suitable material to counteract spillages will be kept on hand by the Contractor.

A1.4 Superintendent's Representative

The Superintendent will appoint a Superintendent's Representative in accordance with the requirements of AS2124 and will notify the successful contractor (s) of the contact details of that person.

The Superintendent for this contract will be confirmed by the Principal.

A1.5 Entry to Land

The protection and maintenance of the environment outside the Site, and the need to consult with and have regard for the landowner's or Lessee's property, must be observed by the Contractor.

Prior to the proposed entry by the Contractor onto any land outside the limits of clearing for the Works, the Contractor must obtain written approval of the land owner or Lessee detailing the standard of construction, maintenance and rehabilitation of any affected areas and give the Superintendent at least five (5) days' notice of any such intention (**HOLD POINT**).

Upon completion of the Works, all access tracks established by the Contractor must be removed and the ground rehabilitated.

A1.6 Water Supply

The Contractor is responsible for the supply of water required for construction as well as obtaining all associated approvals.

Water intended for use in:

- the manufacture of concrete
- the construction of basecourse pavement

shall be potable or shall contain no more than 3000 mg/L of Total Soluble Salts (TSS) when tested in accordance with Test Method WA 910.1, (or other authorised method).

A1.7 Quality Assurance

The Quality Plan shall be the document specifying the processes of the Contractor's quality management system and the resources to be applied to achieve the specific requirements of the Contract. The Quality Plan shall clearly detail how the Contractor's Quality Management

System procedures and instructions shall be applied to meet the requirements of the Contract and shall clearly detail the cross referencing to all documents of the Contract.

The Quality Plan shall clearly detail the Contractor's delegation of its management responsibilities, authorities and communication requirements for any subcontracted work under the Contract.

The Contractor shall develop and document Inspection Plan(s) [Inspection and Test Plan(s) (ITPs)] to undertake the Monitoring and Measurement of the Works. The Inspection Plans shall clearly describe the monitoring, verification and validation activities specific to the product and the criteria for product acceptance for each product or service specified in the Contract.

A1.7.1 Lot Definition

Contractor is responsible for physically distinguishing and marking all Lots as per the Contractor's Lot Plan approved by the Superintendent. Lots must remain marked out for the duration of the work.

The principles used to define the limits of any Lot for the Contract shall be:

- a) the maximum size of a Lot is limited to the quantity of work that is the subject of a single conformance decision;
- b) the whole of the works included in the Lot shall be continuous;
- c) the Lot has been produced by the same works process;
- d) the Lot has been brought to completion at the same time; and
- e) the Lot shall appear to be of a constant quality without obvious changes in attribute values, whether or not these attributes form part of the acceptance criteria.

The extent of each Lot shall be clearly identified in the field prior to the commencement of any product realisation activity (**HOLD POINT**). The Lot shall be demarcated on Site with markers until the Lot has been brought to completion. As a minimum the markers shall detail the chainage and Lot identification clearly legible from the alignment centre line.

The Contractor must establish and maintain a lot register for the works which must be provided to the Superintendent for approval prior to work commencing (**HOLD POINT**). If any changes are made to the Lot register during the work, this must be communicated to the Superintendent.

A1.7.2 Hold Points

A **HOLD POINT** is defined as that stage in the process of delivering the work under the Contract, beyond which the Contractor must NOT proceed to the next activity without the written approval of the Superintendent.

To obtain release of the Hold Point for a Lot, the Contractor shall comply with the following requirements:

- a) The Contractor shall have completed all conformance inspection reports for any underlying Lot(s) or any adjacent Lot(s) affected by the Lot in question.
- b) All underlying Lot(s) and any adjacent Lot(s) affected by the Lot in question shall be conforming.
- c) The Contractor shall request a "Hold Point Release" in writing with all supporting conformance test results at least 24 hours or such other period detailed in the Specification prior to the time when the Contractor wishes to proceed with the next activity which affects the Lot in question.
- d) The submission of any "Hold Point Release" to the Superintendent by the Contractor is the Contractor's "Certificate of Compliance" that the submitted Lot conforms to the Contract requirements.

A1.7.3 Control of Non-Conforming Outputs

All detected non-conformances shall constitute a **HOLD POINT** in the operations of the work under the Contract associated with the detected non-conformance and shall be reported to the Superintendent within 24 hours of being detected.

The Contractor shall submit to the Superintendent a proposed method for the rework, repair or removal of the non-conforming Lot to ensure conformance to the requirements of the Specification.

The Contractor shall develop and submit a proposed Corrective Action to eliminate the cause of a detected non-conformance for the Superintendent's approval. Associated action(s) to prevent any reoccurrence shall form part of the corrective action process.

Prior to the release of the **HOLD POINT** on a detected non-conformance and/or non-conforming Lot, the Contractor shall certify to the Superintendent and provide conformance records in accordance with the Contract that the reworked or repaired Lot conforms to the requirements of the Specification and the Improvement to the Quality Plan is approved by the Superintendent (**HOLD POINT**).

A1.7.4 As-Constructed Information

Within four (4) weeks from the Date of Practical Completion, the Contractor shall forward all records to the Superintendent.

A1.8 In Situ Concrete

A1.8.1 General

Concrete strength shall be defined as the average 28-day compressive strength of a minimum of two standard 100 mm diameter by 200 mm long cylinders taken from the same sample and made and cured, and tested in accordance with AS 1012.

In its finished state, the concrete shall be sound, dense, durable, free from honeycombing and shall have the strength and other properties specified.

Concrete shall comply with AS 1379 except as varied by the requirements of this Specification. Unless otherwise noted, details are as follows:

a) Concrete Class and Strength	Kerb - N25	Other - N40
b) Maximum aggregate size	Kerb - 10 mm	Other - 20mm
c) Maximum slump	Kerb - 50mm	Other - 100 mm

Admixtures may be used in concrete to modify workability, but will not be permitted for the purpose of reducing cement content. The admixture shall, however, have no harmful effect whatsoever upon the quality of the concrete or upon any reinforcement or other fixture embedded therein. Any admixture shall comply with the requirements of and be used in accordance with AS 1478.

Prior to any vehicles driving over completed concrete sections, the contractor shall provide cylinder test results demonstrating that the concrete has achieved the required compressive strength (**HOLD POINT**).

Depending on the proposed staging of the works, this may require the contractor to take additional cylinder samples.

A1.8.2 Formwork

All formwork used to form and support the concrete shall generally conform to the requirements of AS 3610.

Tolerances of formwork for concrete construction shall be as follows:

Description	Slab	End Treatment
Variation in cross-sectional dimensions	+5mm	+5mm
Variation in specified vertical profile	-5mm / +5mm	-5mm / +5mm
Variation in overall dimensions	+10mm	+10mm
Variation in surface level	+5mm	+5mm

Forms shall be mortar tight and the edges of all joints shall be sealed with a suitable sealant.

Form lubricants shall be of the non-staining type that do not adversely affect the surface of the concrete. Lubricants shall be used after the fabrication of forms and prior to the placing of any reinforcing steel or other embedded item. The lubricant shall be uniformly applied in a thin film, and any surplus shall be removed prior to placing concrete. Care shall be taken that such coatings do not soil the surface of reinforcement.

A1.8.3 Concrete Placement

Prior to placement of any concrete, the Contractor must certify to the Superintendent that all falsework, formwork, reinforcement, levels, placement procedures and curing procedures to be employed comply with the requirements of the Specifications (**HOLD POINT**).

The Contractor is responsible for facilitating audit checks of the concrete line and levels by the Superintendent, and this shall be detailed in the Contractor's Inspection and Test Plan.

Concrete shall be conveyed from on-site mixers to its final position without delay by methods that will not permit segregation and/or loss of material.

All concrete shall be placed in its final position within ninety minutes of the materials having been placed in the mixer.

Placement of concrete shall only be permitted providing:

- a. the concrete mix temperature during placement shall at no time exceed 35°C; AND
EITHER
- b. the ambient shade temperature does not exceed 38°C and is falling, OR
- c. the ambient shade temperature is less than 38°C and rising, provided that the placement can be completed before the ambient temperature exceeds 38°C.

During placement, all concrete shall be vibrated with a mechanical or pneumatic immersion vibrator to remove all voids and air bubbles.

Care shall be taken during placement to ensure no foreign substances are included in the concrete.

The location of all slab control joints shall be as indicated on the Drawings or approved by the Superintendent.

Slab control joints shall be made on true vertical and horizontal planes, and the surface shall be roughened to remove all laitance and expose the aggregate to provide a thorough bond with concrete cast subsequently. The roughened surface shall be thoroughly cleaned with water to remove loose chips and any foreign matter. Immediately before fresh concrete is cast against the joint, the hardened concrete surface shall be thoroughly wetted.

Freshly placed concrete shall be protected from the elements and from drying out by means of an approved membrane curing, and all exposed surfaces shall be thus cured for not less than five (5) days.

A1.8.4 Concrete Testing

All sampling and testing of concrete specimens shall be in accordance with AS 1012 Parts 1 to 18.

Concrete test cylinders shall be 100 mm diameter by 200 mm long. Rubber caps may be used for the capping of test cylinders, as allowed in AS 1012.9.

Any batch of concrete shall be deemed to comply with the strength requirements of this Specification if:

- a. Every concrete test specimen in the batch has a 28-day compressive strength greater than 90% of the characteristic strength; and
- b. The average 28-day compressive strength of the concrete test specimens in the batch is equal to or greater than the characteristic strength.

The Contractor shall supply 28-day test results for all structural concrete.

Two representative test samples shall be taken for every 5m³ of concrete for a single continuous pour. If there is a delay of more than 2 hours between concrete placement, this shall constitute two separate pours.

The 28-day test shall be tested and reported to the Superintendent within 35 days of sampling.

Failure to comply with the prescribed testing regime will result in no payment under the corresponding item of concrete construction in the pricing schedule.

Failure to achieve the specified concrete strengths will result in rejection of the affected work.

A1.8.5 Curing and Protection

Freshly placed concrete shall be protected from the sun, wind and rain and prevented from drying out too quickly. All concrete surfaces shall be cured by one of the following methods for not less than five (5) days:

- a. Continuous wetting.
- b. Spraying with an approved curing compound complying with the requirements of AS 3799. Such curing compound shall be applied in accordance with the manufacturer's published recommendations.
- c. Wrapping with polythene or similar film to provide an airtight cover.

The Contractor shall ensure that the method of curing shall not result in any staining of exposed surfaces of concrete.

A1.8.6 Conformance and Non-Conformance

Concrete that shows evidence of poor workmanship such as honeycombing or is porous due to inadequate compaction or due to segregation or concrete that fails to comply with this Specification regarding strength or tolerances or finishes or other requirements, shall be deemed to be nonconforming.

The dimensions of the end treatments shall be within 10mm of those shown on the Drawings when measured in accordance with AS 3610. Surface irregularities of the concrete end walls, wing walls, cut off walls and aprons shall be less than 5mm abrupt and 8mm over a 3 metre straight edge.

The main concrete slab shall be a wood floated surface with a broomed finish. The corresponding surface irregularities of the main concrete slab shall be 2mm abrupt or 5mm over a 3 metre straight edge.

If at any time the concrete fails to meet any of the requirements of this Specification, concreting operations shall be suspended until corrective measures are taken, at no cost to the Principal.

A1.9 Drainage

The installation of pipe culverts, side entry pits, and end treatment shall include all trench excavations, construction and backfill to the details shown on the project drawing Nos

SNR-J1285-000

SNR-J1285-400

SNR-J1285-401

SNR-J1285-402

and as described in this Specification.

A1.9.1 Materials

Reinforced Concrete Pipes

Concrete pipes for culverts shall be precast reinforced concrete pipes (RCPs) to the Classes shown on the Drawings. All pipes shall be spigot and socket pipes with rubber ring joints, unless otherwise shown on the Drawings.

Reinforced End Treatments

End treatments shall be precast concrete. The precast concrete end treatments shall comply with the following minimum requirements:

- a) The end treatments shall be placed on a concrete bed consisting of Class N40 concrete, not less than 50 mm thick and be restrained against movement, including overturning.
- b) Where not incorporated into the precast unit, the concrete bed shall be constructed with a 150 mm wide by 450 mm deep cut off wall unless otherwise specified in the Culvert Schedule.

Side Entry Pits

Side entry pit covers and frames shall be manufactured from pre-cast concrete and mild steel plates to the shapes and sizes shown in the Drawings.

Side entry pit covers should be flush with the frame with a maximum allowable vertical tolerance of ± 3 mm. Side entry pit covers shall fit tightly within their frames with the total gap between the cover and its frame in any direction not be greater than 5 mm.

Pre-cast liner segments shall be manufactured as concrete pipes to AS/NZS 4058.

Reinforcement shall be the same as that for the equivalent Class '2' RCP, but shall be circular.

Pre-cast concrete liner wall thickness shall, as a minimum, permit concrete cover to reinforcement to be in accordance with Main Roads WA Specification 404 – CULVERTS for reinforced concrete pipes (RCPs).

In-Situ Concrete

Refer section A1.8.

Select Bedding Material

Culvert pipes and end treatment aprons shall be constructed on a min 75mm layer of compacted select bedding placed over the compacted in-situ foundation material. Select bedding material shall be compacted to a Characteristic Dry Density Ratio of 93%. The select bedding material shall be a granular material such as a lateritic sandy gravel, or coarse sand, or crusher dust that contains less than 20 % by mass of materials retained on the 37.5mm sieve as determined by Test Method WA 115.2 and constructed as detailed in ***Backfill and Compaction*** (refer section A1.9.4 below).

A1.9.2 Excavation

Pipe trenches shall be excavated to provide a minimum width of 150mm on either side of the outside of the culvert. The trench for the installation of the pipe culvert shall be excavated with vertical sides throughout where the excavation is up to 1.5m deep.

The hole for the installation of the drainage structure shall be excavated to the extent permitting installation in accordance with the Drawings, with vertical sides throughout where the excavation is up to 1.5 metres deep.

Where the excavation is greater than 1.5m deep, the trenches shall be excavated in accordance with the relevant requirements of the relevant OS&H legislation and guidelines.

Any loose or disturbed material shall be removed from the walls of the trench. Excavations shall be kept free from water until work below ground level is sufficiently set or protected.

A1.9.3 Installation of Pipe Culverts and Side Entry Pits

Damage

Precast concrete pipe culverts and other precast units shall be handled and installed in such a manner that no non-conforming cracking or other non-conforming defect occurs. Damaged pipe culverts and other precast units shall be assessed and repaired or replaced as applicable, at no cost to the Principal.

Placing Culverts

Culverts shall be bedded as detailed on the Drawings. Provisions shall be made to accommodate pipe socket/connections to ensure pipes are fully supported along the barrels.

All culverts shall be constructed to the correct alignment and cross-sectional shape and shall conform to dimensions, levels and other details specified or shown in the Drawings.

Inlet and outlet invert levels shall be as shown in the Drawings plus or minus 10mm. Inverts shall be smooth and of uniform gradient throughout each culvert length. Any culvert which is not true to line, level or grade, or shows settlement after laying, or which is damaged during backfilling, compaction or subsequent operations, shall be removed by the Contractor and replaced at no cost to the Principal.

Culverts shall be laid with the connections kept clean and shall be laid with the inverts true to the lines and levels shown on the Drawings and to the following tolerances:

- a) Horizontal alignment $\pm 25 \text{ mm} \pm 25 \text{ mm}$
- b) Vertical level $\pm 10 \text{ mm} \pm 10 \text{ mm}$

Pipe laying shall proceed up-grade with the pipe sockets at the higher end of the pipes.

Rubber ring joints shall be lubricated in accordance with the manufacturer's recommendations. Pipe handling shall be carefully controlled to avoid disturbing the rubber ring and to ensure that it is free from dirt and other foreign materials. Any rubber ring so disturbed shall be removed, cleaned and re-lubricated before refitting.

Care shall be taken to properly align the pipe before the joint is forced home. During the jointing operation the pipe shall be partially supported in a suitable manner to minimise unequal lateral pressure on the rubber ring and to maintain concentricity until the rubber ring is properly seated.

The installation and jointing recommendations provided by the pipe manufacturer shall be followed at all times. Sufficient pressure shall be applied in making the joint to ensure proper seating, and sufficient restraint shall be applied to ensure that the line does not creep until backfill material can be placed and thoroughly compacted around the pipe. At the end of the work day the last pipe shall be blocked in an effective manner to prevent creep.

Placing Side Entry Pits

Drainage structures shall be installed as the Works proceed and shall be effectively sealed at joints and connection point against the ingress of water and other kinds of materials.

Drainage structures shall be constructed for details and location as specified in the Drawings to a horizontal tolerance of $\pm 25 \text{ mm}$.

The finished level of manholes, gullies and catchpits should be flush with the finished level of the surrounding area. The maximum allowable vertical tolerance is $\pm 3 \text{ mm}$.

Any drainage structure that is not true to line, or level, or shows settlement after laying, or which is damaged during backfilling, compaction or subsequent operations, shall be removed by the Contractor and replaced at no cost to the Principal.

The base concrete slab shall be laid first. Pipes entering the structure shall be trimmed to length if necessary, supported on the slab and secured at their correct location and level, and the walls built up around them. Any reinforcement exposed at the ends of the cut pipes shall be treated with an approved Epoxy mortar.

All inlet and outlet pipes shall be solidly grouted in place to effect a watertight closure using a cement mortar of one (1) part Portland cement and three (3) parts sand.

Special care shall be taken to bring the top of the walls to a good finish so that the cover slabs may be accurately seated with a minimum thickness of mortar bed. On completion of the walls to the required height, the reinforced cover slab may be placed in position. The opening in the cover slab shall be closed with a suitable temporary cover before backfilling is completed.

Holes of sufficient size to accommodate entry and exit pipes shall be cut or punched out in accordance with the manufacturer's published requirements without cracking the liner or causing unnecessary damage. The hole to accommodate the pipe shall be no greater than the pipe diameter plus 100 mm. Cement mortar, or an approved Epoxy mortar shall be used in sealing around holes formed in structures to accommodate entry and exit conduits.

Step Irons

Where the depth of manholes and gullies are greater than one metre, step irons shall be provided at 300 mm intervals in height unless otherwise shown on the Drawings.

A1.9.4 Backfill and Compaction

General

Prior to backfilling, the Contractor shall certify to the Superintendent that compliance has been achieved with all the specified requirements (**HOLD POINT**).

Unless otherwise shown on the Drawings, backfill material up to subgrade level shall be embankment material placed and compacted in accordance with section A1.10 Earthworks.

Backfill levels on each side of any conduit shall not differ by more than 150mm. The Contractor shall ensure that the equipment used during compaction of backfill does not damage the culvert.

Unless otherwise shown on the Drawings backfill material above subgrade level, shall be pavement material placed and compacted in accordance with section A1.11 Pavements.

Pavement Reinstatement

Where a culvert is constructed under an existing road pavement, the pavement on the existing road shall be reinstated by the construction of the appropriate pavement layers with thicknesses as shown on the Drawings.

The edges of the excavation shall be saw cut straight and parallel to the line of the culvert or stormwater drain and the excavation backfilled to the requirements of A1.10.4.

Bituminous surfacing and asphalt shall be applied in accordance with the requirements of A1.12.

Cleaning

Prior to the Superintendent's inspection and commissioning, all drainage structures shall be completely cleaned of any material left over as a result of the construction process upon completion of the Works.

A1.10 Earthworks

A1.10.1 Materials for Earthworks

The Contractor is responsible for the supply of materials required for construction. Material for earthworks shall be free from boulders having any dimension as detailed in the Oversize Material Section.

All suitable materials from excavations may be used in earthworks construction up to and including the subgrade layer (200mm below finished level). Imported material shall conform to the requirements given in the table below (**HOLD POINT**).

a) Particle Size Distribution

AS Sieve Size (mm)	% Passing by Mass
37.5	60-100
2.35	30-100
0.425	15-60
0.075	≤25

Table A1.10.1A – Particle size distribution for imported earthworks material

b) Other Acceptance Criteria

Test	Limits
California Bearing Ratio (Soaked)	12% Minimum
Linear Shrinkage	10% Maximum
Organic Matter	1% Maximum

Table A1.10.1B – Material property requirements for imported earthworks material

The Contractor shall be responsible for any assumptions made by the Contractor in relation to the nature and types of materials encountered in excavations and the bulking and compaction characteristics of materials incorporated in embankments.

A1.10.2 Unsuitable Material

Material which the Superintendent deems to be unsuitable for use in earthworks construction shall be disposed of and replaced with suitable imported material as required.

A1.10.3 Oversize Material

All oversize material having any dimension between 100mm and 300mm shall be reduced in size or shall be removed from excavated material intended to be used as fill within 300mm of the subgrade and/or shoulder surfaces and/or batter face.

All oversize material having any dimension greater than 300 mm shall not be used as fill and shall be removed to spoil. Oversize material not used in the embankment shall be stockpiled in uniformly shaped heaps in spoil areas.

A1.10.4 Earthworks Construction

Earthworks material shall be placed uniformly without abrupt changes in material type, quality or size. Earthworks material shall be worked in compacted layers not greater than 300mm or less than 100mm. Where less than 100mm is required to be worked, the underlying material shall be grader scarified to such a depth that the resulting thickness of the layer to be worked is greater than 100mm. Each layer shall be compacted as specified in Table A1.10.4B.

During the whole of the compaction process, the Characteristic Moisture Content of the earthworks material shall be within -2% to +2% of the optimum moisture content.

Except during the construction of benched or stepped batters, batter slopes shall be smoothly shaped to a uniform plane from top to bottom.

The compaction required over the entire area of road crossings, is detailed in Table A1.10.4B (**HOLD POINT**).

The compaction for the backfill of road crossings shall be tested at the subgrade surface (*200mm below the finished road level*). The compaction of the road crossing backfill shall be tested to a depth of 150mm with a nuclear density meter.

The minimum number of tests required for earthworks is provided in Table A1.10.4A.

PROCESS	QUALITY VERIFICATION REQUIREMENT	MINIMUM TESTING FREQUENCY
EARTHWORKS All	FOR CONTROL OF IMPORTED MATERIAL:	
	• Particle Size Distribution (WA 115.2)	1 per 2,500m³
	• Soaked CBR (WA 141.1)	1 per 5,000m³
	• Linear Shrinkage (WA 123.1)	1 per 2,500m³
	• Organics (AS 1289.4.1.1)	3 per Source
EARTHWORKS Verges	FOR CONTROL OF COMPACTION:	
	• Dry Density Ratio (WA 134.1)	1 per 30m
EARTHWORKS Road crossings	FOR CONTROL OF COMPACTION:	
	• Dry Density Ratio (WA 134.1)	1 per 30m
	FOR CONTROL OF DRYBACK:	
	• Dryback Characteristic Moisture Ratio (WA 136.1)	1 per 30m

Table A1.10.4A – Subgrade Testing Frequencies

During the whole of the compaction process, the Characteristic Moisture Content of the earthworks material shall be within -2% to +2% of the optimum moisture content.

The completed subgrade surface layer of the road crossing backfill shall be in a homogeneous, uniformly bonded condition with no evidence of layering or disintegration.

The level of the completed subgrade surface shall be deemed to be conforming when the level measured at any point on the surface is within -35mm, + 20mm of the subgrade level at that point as determined from the set out levels (**HOLD POINT**).

Layer	Characteristic Dry Density Ratio % (Mc)
Earthworks – Verges	92
Earthworks – Road Crossings	94

Table A1.10.4B – Earthworks compaction values

The subgrade layer for sealed roads shall be dried back such that the Dryback Characteristic Moisture Content (DMC) is equal to or less than the value given in Table A1.11.3.

A1.11 Pavements

Prior to the construction of any pavement layer, the Contractor shall certify to the Superintendent that the underlying layer has been constructed as specified (**HOLD POINT**).

A1.11.1 Materials for Sealed Pavements

Imported basecourse material shall conform to the requirements given in the table below (**HOLD POINT**).

AS Sieve Size (mm)	% Passing By Mass Minimum and Maximum Limits	
53	100	100
37.5	85 – 100	85 – 100
19	75 – 100	62 – 100
9.5	60 – 90	50 – 82
4.75	39 – 72	48 – 78
2.36	20 – 40	33 – 58
1.18	14 – 34	22 – 43
0.600	12 – 28	16 – 34
0.425	11 – 25	13 – 31
0.300	9 – 22	10 – 29
0.150	6 – 17	6 – 21
0.075	4 – 13	4 – 14
0.0135	2 – 9	2 – 9

Table A1.11.1A – Particle size distribution for imported basecourse material

Test	Limits	Test Method
Liquid Limit	30.0% Maximum	WA 120.2
Plasticity Index	10.0% Maximum	WA 122.1
Linear Shrinkage	4.0% Maximum	WA 123.1
Maximum Dry Compressive Strength	2.3 MPa Minimum	WA140.1
California Bearing Ratio (Soaked 4 days with 4.5 kg Surcharge) at 96% of MDD and 100% of OMC	80% Minimum	WA 141.1

Table A1.11.1B – Material property requirements for imported basecourse material

A1.11.2 Sealed Pavement Construction

Pavement construction shall not commence until the subgrade has dried back to the value shown in Table A1.11.3.

Each pavement layer worked shall be generally parallel to the finished pavement surface and shall extend to the hinge point.

Basecourse shall be worked in compacted layers not more than 250 mm nor less than 100 mm compacted thickness. Pavement material shall be spread and compacted to achieve uniformity free from any evidence of segregation. During the whole of the compaction process, the Characteristic Moisture Content of the pavement material shall be within -2% to +2% of the optimum moisture content.

The level of the completed basecourse surface shall be deemed to be conforming when the level measured at any point on the surface is within -5mm, +10mm of the basecourse level at that point as determined from the drawings (**HOLD POINT**).

The required pavement compaction, measured relative to the Modified Maximum Dry Density (MMDD) of the material, is detailed in Table A1.11.2A below (**HOLD POINT**).

Layer	Characteristic Dry Density Ratio % (Mc)
Basecourse	96

Table A1.11.2A – Pavement Compaction Values

The basecourse pavement compaction shall be tested at a depth of 175mm with a nuclear density meter.

PROCESS	QUALITY VERIFICATION REQUIREMENT	MINIMUM TESTING FREQUENCY
BASECOURSE	FOR CONTROL OF IMPORTED MATERIAL:	
	• Particle Size Distribution (WA 115.2)	1 per project
	• Liquid Limit (WA 120.2)	1 per project
	• Plasticity Index (WA 122.1)	1 per project
	• Linear Shrinkage (WA 123.1)	1 per project
	• Soaked CBR (WA 141.1)	1 per project
	FOR CONTROL OF COMPACTION:	
	• Dry Density Ratio (WA 134.1)	1 per 40m
	FOR CONTROL OF DRYBACK:	
	• Dryback Characteristic Moisture Ratio (WA 136.1)	1 per 40m

Table A1.11.2B – Testing Frequencies

A1.11.3 Pavement Preparation for Bitumen Sealing

Pavement layers shall be dried back to the requirements given in the table below prior to the construction of the bituminous sealing.

Layer	Dryback Characteristic Moisture Content (% of OMC)
Subgrade	85
Basecourse	80

Table A1.11.3 – Dryback requirements

Completed Pavement Layers must be in a homogeneous, uniformly bonded condition with no evidence of layering, cracking, disintegration, or surface tearing. The finished surface

should appear as a stone mosaic interlocked with fine material and shall be dense, even textured and tightly bound. Slurrying of fines to the surface must be avoided. The basecourse must retain those characteristics after rotary brooming and be suitable to receive bituminous surfacing.

Completed basecourse construction shall be maintained to the specified standards of surface shape, level, compaction and finish up to the time of application of the bituminous surfacing. Watering shall be continued as necessary to prevent shrinkage cracking, dusting or loosening of the surface. The Contractor shall provide evidence that the basecourse conforms prior to proceeding with the sealing (**HOLD POINT**).

A1.12 Bituminous Surfacing

A1.12.1 General

The appropriate bituminous surfacing treatment shall be applied in accordance with the requirements of **MRWA Specification 503 BITUMINOUS SURFACING**. Bituminous sealing shall not commence until the basecourse has dried back as described in Table A1.11.3 (**HOLD POINT**).

The Contractor shall ensure that the nominated aggregate source is sampled and tested to establish the aggregate ALD's (7 and 10mm). The tests must be taken at some time after the contract start date and before the sealing works (**HOLD POINT**).

A1.12.2 Application Rates

Typical application rates are shown in the tables below and are based on both coats being applied in the same day. Please note that the Contractor is responsible for the actual seal design and is required to provide this to the Principal for approval prior to works commencing. The actual application rates may vary and are subject to verification of the actual ALD of the proposed sealing aggregates.

Surface Type		Binder Composition % by Volume			Binder Application Rate BAR @ 15°C (L/m ²)
		Class 170 Bitumen	Medium Curing Cutting Oil	Slow Curing Cutting Oil	
2 Coat Seal Cutback Bitumen	First Coat 10mm	100	-	-	1.00
	Second Coat 7mm	100	-	-	0.90

Table A1.12.2A – Typical binder composition and application rates

Surface type	Cover material and size (mm)	Aggregate spread rate (m ² /m ³)
First Coat	10mm	90
Second Coat	7mm	130

Table A1.12.2B – Typical aggregate spread rates

A1.12.3 Seal Design

The Contractor shall submit Preliminary Seal Design details to the Principal for review not less than 2 weeks before any materials are delivered to site (**HOLD POINT**).

All aspects of the Preliminary Seal Design shall comply with current Austroads Guidelines. The Seal Design submission shall identify sufficient information to allow for checking against Austroads guidelines. This includes ALD test certificates of the proposed aggregates. The ALD test certificates shall not be more than 6 weeks old.

The Principal shall respond to the design submission within 1 week of receipt, advising acceptance, rejection or proposed amendment.

The Preliminary Seal Application needs to make due allowance for actual surface texture depth and the variances that may be encountered on site

It is acknowledged that Preliminary Seal Designs submitted to the Principal may require some variance at the time of spraying - to cater for any site conditions at variance with those on which the preliminary seal design was based.

Responsibility for the final design application shall rest with the Contractor unless directed otherwise by the Superintendent.

The Principal will only make payments based on the preliminary seal designs submitted by the Contractor and accepted by the Principal and any seal design variations **duly approved on site (in writing) by the Superintendent.**

All bitumen application rates shall be expressed only in terms of “ .. litres per square metre @15o C”.

Seal Type	Location	Design Responsibility
First Coat Seal	All Works	Contractor
Second Coat Seal		

Table A1.12.3A – Seal Design responsibility

A1.13 Property Damage

The Contractor shall implement a strategy to ensure that no damage is caused to public or private property, including services, during the works. The Contractor shall be held wholly liable for any damage to public or private property, including services.

A1.14 Variations

The Contractor shall not vary the works described within the RFT unless specifically directed in writing by the Superintendent.

Appendix 2 – Drawings

The following drawings apply to the scope of work:

SUG-J1285-000	Locality Plan and Index
SUG-J1285-400	Drainage Layout Plan
SUG-J1285-401	Drainage Schedule
SUG-J1285-402	Typical Drainage Details

Appendix 3 – Shire of Northampton Local Preference Policy



**Corporate Policy
2.5
Regional Price Preference**

Purpose

Regional price preference policies are designed to support local procurement when using public funds within the confines of statutory provisions.

Policy Measures

Background and Issues

Supporting local business is a prerogative of the Shire of Northampton. This support must be balanced by seeking the best value for money for purchased goods and services to maximise scarce financial resources.

Objectives

- To support the local community as much as possible;
- To seek value for money in purchasing goods and services with public money; and
- To maximise limited financial resources available to the organisation.

Guidelines

This Policy relates to all purchasing by the Shire of Northampton. Where possible and within reasonable limits set out herein, the Shire of Northampton will support local businesses through the application of this Regional Price Preference Policy.

Regional Price Preference

- (a) Unless specifically excluded in advance of advertising, a Regional Price Preference will apply to the following
 - (i) purchases when calling tenders
 - (ii) purchases when seeking quotations
- (b) The “Region” to which the Regional Price Preference applies is the district of the Shire of Northampton.
- (c) A supplier of goods or services who submits a tender or quotation is regarded as being a regional tenderer if:
 - (a) That supplier has been operating a business continuously out of premises in the region for at least 6 months before the time the relevant tender closes; or
 - (b) Some or all of the goods or services are to be supplied from regional sources. In this instance, the preference only applies

**Corporate Policy
2.5
Regional Price Preference**

to that part of the tender or quote that has been supplied from the regional sources which needs to be specified in the tender submission.

- (d) The regional pricing preference to be given to a regional tenderer is outlined below and represents the amount by which the regional tenderer's price bids or other quotations would be reduced for the purpose of assessing the tender or quotations:

For construction (building services)

Value of Tender / Supply by Regional Tenderer	% Regional Price Preference
\$0 to \$20,000	\$0 + 5.0 % of excess above \$0
\$20,000 to \$50,000	\$1,000 + 4.0 % of excess above \$20,000
\$50,000 to \$100,000	\$2,200 + 3.0 % of excess above \$50,000
\$100,000 to \$250,000	\$3,700 + 2.0 % of excess above \$100,000
Above \$250,000	\$6,700 + 1.0 % of excess above \$250,000

For all other goods and services

Value of Tender / Supply by Regional Tenderer	% Regional Price Preference
\$0 to \$10,000	\$0 + 10.0 % of excess above \$0
\$10,000 to \$20,000	\$1,000 + 6.0 % of excess above \$10,000
\$20,000 to \$50,000	\$1,600 + 4.0 % of excess above \$20,000
\$50,000 to \$100,000	\$2,800 + 3.0 % of excess above \$50,000
\$100,000 to \$250,000	\$4,300 + 2.0 % of excess above \$100,000
Above \$250,000	\$7,300 + 1.0 % of excess above \$250,000

Subject to the maximum regional price preference capped at \$50,000.

- (e) That the Regional Price Preference Policy be applied to all types and nature of business, goods or services supplied from the regional sources on the scales outlined above.

Administration

This policy will be administered by the Office of CEO.