Tender for

Unsealed Road Construction Open request for tenders Tender Number 152/2016	
Tenderer's Name:	
Date:	

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1. Structure of this RFT

This RFT is comprised of five sections, being:

1.1 Section A - Background and General Information to Tenderers

1.2 Section B - Conditions of Tendering

1.3 Section C - Contract for Services

1.4 Section D - Specifications

1.5 Section E - Tender Response Schedules

2. Section A – Background and General Information

2.1 The Yorke Peninsula Council (the **Council**) invites tenders from Tenderers for Unsealed Road Construction (the **Services**). The Council will enter into a Contract for Services with the successful Tenderer.

3. Section B – Conditions of Tendering

3.1 Definitions

In this RFT, the following terms shall, unless inconsistent with the context, have the meanings indicated:

3.1.1 A reference to a **clause** is a reference to a clause of this RFT.

3.1.2 **Closing Date** means the time and date specified in clause 3.2.3, or such later time and date as may be notified in writing to Tenderers by the Council.

3.1.3 **Conditions of Tendering** means these Conditions of Tendering as attached to Section B of this RFT.

3.1.4 **Conforming Tender** means a Tender described in clause 3.5.1.

3.1.5 **Contract for Services** means the contract for the provision of the Services as attached to Section C of this RFT, as may be subsequently amended by agreement between the Council and the successful Tenderer pursuant to clause 3.9.

3.1.6 **Nominated Contact Person** means the person named in clause 3.3.1

3.1.7 **Non-Conforming Tender** means a Tender does not meet the requirements set out in this RFT and/or the Tender Documents.

3.1.8 **Preferred Tenderer** means the Tenderer referred to in clause 3.9.

3.1.9 **RFT** means this Request for Tender.

3.1.10 **Services** means the services sought to be purchased by the Council pursuant to this RFT.

3.1.11 **Specifications** means the specifications specified in Section D of this RFT.

3.1.12 **Tender** means a tender submitted by a Tenderer pursuant to this RFT.

3.1.13 **Tender Documents** means the documents specified in clause 3.2.1.

3.1.14 **Tender Process** means the process for calling, receiving, evaluating and awarding of Tender(s) as proposed in clauses 3.2.7 and 3.2.8 of these Conditions of Tendering.

3.1.15 **Tender Response Schedules** are the forms attached to Section E of this RFT.

3.1.16 **Tenderer** has the meaning given to it in clause 3.2.2.

3.1.17 **Tenderer's Representative** means the person nominated by a Tenderer under clause 3.3.2.

3.2 Request for Tenders

The Council seeks Tenders from Tenderers for the provision of the Services, which are further described in the Tender Documents.

3.2.1 ***Tender Documents***

The Tender Documents are comprised of:

3.2.1.1 these Conditions of Tendering;

3.2.1.2 the Contract for Services;

3.2.1.3 the Specifications; and

3.2.1.4 the Tender Response Schedules.

3.2.2 ***Obtaining a Copy of this RFT***

This RFT is open to any organisation or person who registers its interest and details with the Council and thereby obtains a copy of the Tender Documents (each such party is a **Tenderer**). Parties obtaining the Tender Documents (in soft copy) will be required to register their name and contact details at the time of issue of the documents.

3.2.3 ***Lodgement of Tenders***

3.2.3.1 Tenders must be delivered to the Tender Box at the Council prior to 5.00pm (ACDT) on Friday 7 October 2016 (the **Closing Date**).

3.2.3.2 Applications must be enclosed in an envelope and marked "CONFIDENTIAL" and be addressed as follows:

Tender 152/2016 – Unsealed Road Construction
Yorke Peninsula Council
PO Box 57
MAITLAND SA 5573

Closing Date: 5.00pm (ACDT), Friday 7 October 2016

3.2.3.3 Facsimile transmissions of Tenders will not be accepted.

3.2.3.4 Tenderers are required to lodge an original Tender plus six (6) copies, each of which (including copies of all supporting documentation) is to be certified by the Tenderer to be true copies of the Tender.

3.2.4 ***Late Tenders***

Tenders received after the Closing Date **WILL NOT** be considered or accepted.

3.2.5 ***Extension of Time for the Submission of Tenders***

3.2.5.1 The Council may, in its absolute discretion, no less than two (2) business days before the Closing Date, extend the Closing Date by notice in writing to the Tenderers.

3.2.5.2 A Tenderer may request the Council to extend the Closing Date for the submission of a Tender by written application to the Nominated Contact Person.

(a) Any such requests must be received by the Nominated Contact Person at least five (5) business days prior to the Closing Date, and must provide sufficient reasons to support the request.

(b) It is entirely at the Council's discretion as to whether an extension is granted.

3.2.6 ***Tender Validity Period***

3.2.6.1 All Tenders will remain open for acceptance by the Council for a period of not less than ninety (90) days after the Closing Date.

3.2.6.2 Once submitted, a Tenderer cannot withdraw its Tender without the prior written consent of the Council, unless the Tender is withdrawn in writing before the Closing Date.

3.2.7 ***Proposed Tender Process***

Tenders will be assessed in accordance with Council's Purchasing and Procurement Policy.

3.2.8 ***Proposed Timing of Tender Process***

The proposed timing for the Tender Process is as follows:

Request for Tenders	12 September 2016
Closing Date	7 October 2016
Notification to successful Tenderer	Mid-November 2016 ***(indicative)***
Execution of Contract for Services	Late-November 2016 ***(indicative)***
Commencement of Provision of Services	To be Confirmed with the Successful Tenderer

3.2.9 ***Copying Tenders***

Tenderers must not use this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Tender. This includes not copying this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Tender.

3.3 **Communication between the Parties**

3.3.1 ***Enquiries or Requests for Information or Clarification***

3.3.1.1 Any enquiries or requests for information or clarification regarding this RFT or the Tender Documents must be made in writing and addressed to the Nominated Contact Person.

The Nominated Contact Person is Mr Roy Dick.

3.3.1.2 The Nominated Contact Person may (but is not obligated to) respond to a Tenderer's enquiries or requests for information or clarification.

3.3.1.3 If the Council provides any information to a Tenderer by way of clarification, then the Council reserves the right to provide that information to other Tenderers.

3.3.1.4 No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this RFT or any of the Tender Documents, unless confirmed in writing by the Nominated Contact Person.

3.3.2 ***Tenderer's Contact Person***

3.3.2.1 Tenderers are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this RFT (**Tenderer's Representative**).

3.3.2.2 Each Tenderer must notify the Council of its Tenderer's Representative within five (5) business days of obtaining the Tender Documents.

3.3.2.3 All communication with the Tenderer will be via the Tenderer's Representative.

3.3.3 ***Site/Industry Briefing***

3.3.3.1 The Council may conduct a site/industry briefing. The briefing (if conducted) is intended to provide Tenderers with background information, and Tenderers are not to treat any statements made at the briefing as variations to this RFT.

3.3.3.2 The Council reserves the right to require all Tenderers to attend the site/industry briefing.

3.3.3.3 Details of the briefing will be provided to Tenderers at least seven (7) business days prior to the briefing. Tenderers may be notified of the site/industry briefing by email, and Council may post the details of the briefing on the internet.

3.3.3.4 Each attending Tenderer must advise the Nominated Contact Person of the details of that Tenderer's attendees (including name and position) at least two (2) business days before the briefing.

3.3.4 ***Tenderer not to solicit the Council and its employees***

The Tenderer and its representatives must not interfere or attempt to interview or to discuss its Tender with Councillors or employees of the Council, other than the Nominated Contact Person. The Council reserves the right to reject any Tender submitted by a Tenderer which contravenes this clause.

3.4 **Tender Preparation**

3.4.1 ***Tenderers to be informed***

Each Tenderer must, prior to submitting its Tender, become acquainted with the nature and extent of the Services to be undertaken, and make all necessary examinations, investigations, inspections and deductions.

3.4.2 ***Evidence of Registration or Licensing***

Each Tenderer must (if applicable) be licensed or registered to perform the Services.

3.4.3 ***Conflict of Interest***

Tenderers must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Tenderer is successful. If any conflict or potential conflict exists, the Tenderer must advise how it proposes to address this.

3.4.4 ***Use of Sub-contractors***

Where a Tenderer proposes to use resources from organisations other than the Tenderer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Tender, together with information on the relevant experience of such other organisation.

3.4.5 ***Ombudsman* Act**

Tenderers should be aware that the *Ombudsman Act 1972* (SA) has been amended so that the definition of "administrative act" under that Act includes an act done in the performance of functions under a contract for services with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Tenderer must ensure compliance with all obligations arising under that Act and any other applicable legislation.

3.4.6 ***Freedom of Information***

Tenderers should be aware that the *Freedom of Information Act 1991* (SA) (**FOI Act**) gives members of the public rights to access documents of the Council. The FOI Act promotes openness in governance and accountability of government agencies and confers the public with a legally enforceable right to be given access to documents, including contracts entered into by the Council, except for those contracts or provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

3.4.7 ***Collusion***

The Tenderer must not collude with any other Tenderers or potential Tenderers.

3.4.8 ***Tenderer's confidential information***

3.4.8.1 Subject to clauses 3.4.8.2 and 4, the Council will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.

3.4.8.2 The Council will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:

(a) is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant agreement;

(b) is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFT process;

(c) is disclosed by the Council to the responsible Minister;

(d) is authorised or required by law to be disclosed; or

(e) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

3.5 Tender Documents

3.5.1 *Conforming Tenders*

A Conforming Tender is a Tender which meets all of the requirements set out in this RFT and the Tender Documents.

3.5.2 *Non-Conforming Tenders*

The Council is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Tender. Failure to respond to or meet any of the requirements set out in this RFT and the Tender Documents will result in the Tender being deemed a Non-Conforming Tender.

3.5.3 *Content of Tenders*

3.5.3.1 Tenderers are required to complete the Tender Response Schedules and submit them to the Council.

3.5.3.2 Tenderers can also supply any other additional information or documents. The Council may have reference to such additional information or documents in evaluating the Tenders.

3.5.3.3 All prices quoted by Tenderers in their Tender are:

(a) to be in Australian dollars;

(b) to be exclusive of GST; and

(c) (if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.

3.5.3.4 If a Tenderer proposes to provide the Services on a basis different to that envisaged by the Tender Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified with the Tender. The Council does not warrant that any discussion with the Council's Nominated Contact Person prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Tenders.

3.6 Acknowledgement by Tenderers

Tenderers acknowledge that the Council:

3.6.1 makes no representations and offers no undertakings in issuing this RFT or the Tender Documents;

3.6.2 is not bound to accept the lowest Tender or required to accept any Tender;

3.6.3 may accept all or part of any Tender;

3.6.4 may require one or more Tenderers (but is not obliged to require all) to supply further information and/or attend a conference or interview;

3.6.5 may require one or more Tenderers (but is not obliged to require all) to make presentation(s);

3.6.6 may undertake "due diligence" checks on any Tenderer, including verifying references and/or referees, and undertaking company searches and credit checks;

3.6.7 will not be responsible for any costs or expenses incurred by the Tenderer arising in any way from the preparation and submission of its Tender;

3.6.8 accepts no responsibility for a Tenderer misunderstanding or failing to respond correctly to this RFT;

3.6.9 will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of a Tender or prior to the signing of any Contract for Services or otherwise; and

3.6.10 will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council in respect of the Tender Documents or this RFT, but will be bound only by written advice provided by the Nominated Contact Person.

3.7 **Council's Rights**

The Council reserves the right to:

3.7.1 amend, vary, supplement or terminate this RFT at any time;

3.7.2 accept or reject any Tender, including the lowest price Tender;

3.7.3 negotiate with any service provider on all or any part of the Services to be supplied pursuant to this RFT;

3.7.4 vary the timing and process referred to in clauses 3.2.7 and 3.2.8;

3.7.5 postpone or abandon this RFT;

3.7.6 add or remove any Tenderer;

3.7.7 accept or reject any Tenders whether or not they are Conforming Tenders;

3.7.8 accept all or part of any Tender;

3.7.9 negotiate or not negotiate with one or more Tenderers; and/or

3.7.10 discontinue negotiations with any Tenderer.

3.8 **Tender Evaluation**

3.8.1 In assessing Tenders, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

3.8.1.1 insurance;

3.8.1.2 compliance with work health and safety requirements;

3.8.1.3 customer service experience and capacity;

3.8.1.4 the tendered prices, including the proposed pricing structure;

3.8.1.5 the level of risk associated with negotiation of an acceptable Contract for Services;

3.8.1.6 environmental management systems (if applicable);

3.8.1.7 degree of compliance with the requirements set out in this RFT and the Tender Documents; and

3.8.1.8 such other matters that Council considers relevant, including:

(a) details of current and previous relevant experience in the provision of the Services;

(b) the provision of any aspect of the Services by sub-contractors (if applicable);

(c) financial resources;

(d) staff resources; and

(e) current and future contracts/workload.

3.8.2 ***Use of Tender Documents***

The Council may use, retain and copy any information contained in the Tenders for the evaluation of Tenders and for the finalisation of the provisions of the Contract for Services.

3.8.3 ***Debriefing of Tenderers***

If requested, Tenderers may be debriefed against the Council's evaluation criteria. Tenderers will not be provided with information concerning other Tenderers, apart from publicly available information. No comparison with other Tenders will be made.

3.9 **Acceptance of Tender**

3.9.1 The Council reserves the right to negotiate different terms and conditions for the Contract for Services with any one or more Tenderers (each referred to as a **Preferred Tenderer**).

3.9.2 The Council and the Preferred Tenderer may (if required) enter into negotiations for the award and execution of a Contract for Services.

3.9.3 If, despite their best endeavours and acting in good faith, the Council and the Preferred Tenderer are unable to negotiate and agree on the terms of the Contract for Services, the Council reserves the right to negotiate with any other parties, including other Tenderers, for the provision of the Services.

3.9.4 The successful Tenderer will be notified in writing by the Council of the Council's acceptance of its Tender. The successful Tenderer must not make any oral or written public statements in relation to the awarding of a Contract for Services until written notice is received by the Tenderer.

3.9.5 The notification of the acceptance of Tender by the Council creates an obligation on the Council and the successful Tenderer to enter into the Contract for Services (subject to any variations agreed pursuant to this clause 3.9).

3.9.6 The successful Tenderer acknowledges and agrees that all intellectual property created by the successful Tenderer arising out of the provision of the Services belongs to the Council, and the successful Tenderer will do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the provision of the Services.

3.10 **Unsuccessful Tenders**

Unsuccessful Tenderers must, if required by the Council, return the Tender Documents to the Council, once they have been advised that their Tender is unsuccessful.

3.11 **No Legal Requirement**

The issue of this RFT or any response to it does not commit, obligate or otherwise create a legal obligation on the Council to purchase the Services from the Tenderers.

4. Governing Law

4.1 This RFT is governed by the law in South Australia.

4.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

5. ICAC

Tenderers acknowledge that if they enter into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act 2012* (SA) (**ICAC Act**) and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

6. Section C – Contract for Services

Please refer to the attached indicative contract which will be completed and executed following appointment of the preferred Tenderer.

7. Section D – Specifications

Please refer to the attached Technical Specification.

8. Section E – Tender Response Schedules

Schedule 1 Tender Form – Formal Offer

I/We _____ (**Tenderer**) on _____ having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of the Request for Tender, do hereby tender to provide and complete the Services described in the Specifications in accordance with the Contract for the amounts set out in the Tender Return Schedules attached.

The Tenderer:

1. is subject to the terms and conditions set out in the Conditions of Tendering;

2. irrevocably offers to perform the Services on the terms of the Contract and the Specifications which form part of the Tender Documents subject only to the variations set out in Schedule 9;

3. confirms that this Tender has been prepared without any consultation, communication, agreement or other arrangement with any competitor regarding:

    3.1 prices or methods, factors or formulae used to calculate prices;

    3.2 the intention or decision to submit a Tender, or the terms of the Tender;

    3.3 the submission of a Non-Conforming Tender; and

    3.4 the quality, quantity, specifications or particulars of the Services; and

4. holds this offer open and capable of acceptance by the Council for a period of ninety (90) days from the closing date.

The undersigned undertakes that if selected as the successful Tenderer, I/we/it will execute and be bound by the Contract in accordance with the Conditions of Tendering.

If the Tenderer is a company, it must execute this Tender as follows:

Executed by _____ pursuant to section 127 of the *Corporations Act 2001*:	
Signature of Director	Signature of Director/Company Secretary (*Please delete as applicable)*
Name of Director (print)	Name of Director/Company Secretary (print)
OR Signature of Sole Director and Sole Company Secretary	
Name of Sole Director and Sole Company Secretary (print)	
OR **Signed** for _____ by an authorised representative in the presence of:	
Signature of witness	Signature of authorised representative
Name of witness (print)	Name of authorised representative (print)
	Position of authorised representative (print)

If the Tenderer is an individual, the document must be executed as follows:

Signed by _____ in the presence of:	
..... Signature of witness	..... Tenderer
..... Name of witness (print)	

If the Tenderer is a partnership, the Tender must be executed as follows:

Partner 1:

Signed sealed and delivered by _____ in the presence of:	
..... Signature of witness	..... Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	

Partner 2:

Signed sealed and delivered by _____ in the presence of:	
..... Signature of witness	..... Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	

Schedule 2 Tenderer's Details

1.	**Name of Tenderer** State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names. ABN number	
2.	**Contact Person** Nominate a contact person for this Tender to deal with any questions or queries that may arise.	
3.	**Registered Address**	
4.	**Postal Address**	
5.	**Telephone**	
6.	**Fax**	
7.	**Email**	
8.	**Tender Conditions** Tenderer to sign that it has read and understood this RFT and the Conditions of Tender.	
9.	**Amendments to Tender Documents** Tenderer to indicate the amendments it requests.	

Schedule 3 Licences and Accreditation

Please list details of any licences or accreditations required or relevant to this Tender.

Schedule 4 Insurance

Please complete and return the attached Contractor Information Request and associated documentation.

Schedule 5 Environmental Management System

Please provide details of your environmental management system and where possible, examples of:

- Reports on environmental performance.
- Incident reports including actions taken to address the incident and improvements to processes to reduce risk of occurring again.
- Environmental management plans established for other contracts.

Schedule 6 Quality Systems

Please describe the level of quality assurance in place in your organisation and plans to move to quality accreditation if not presently accredited.

Please provide details of contracts performed under your Quality Assurance System.

Schedule 7 Conflict of Interest

Please provide details of any interest, relationship or clients which may or do give rise to a conflict of interest and the issue about which that conflict or potential conflict does or may arise.

Schedule 8 Referees

Please provide details of at least three (3) references for similar work and information on the approximate date when work was completed as well as the approximate value of the work undertaken.

Reuse this page if more than three (3) references are provided.

Client Name:	
Address:	
Contact Name:	
Telephone:	
Completion Date:	
Value of Work:	

Client Name:	
Address:	
Contact Name:	
Telephone:	
Completion Date:	
Value of Work:	

Client Name:	
Address:	
Contact Name:	
Telephone:	
Completion Date:	
Value of Work:	

Schedule 9 Statement of Conformity

If the Tender does not comply with all the requirements of the Tender Documents, you must list below all areas of non-conformity, partial conformity or alternative offer and the reasons therefore.

The Tender must be read to disregard and render void any area of the Tender which is non-conforming, partially conforming or an alternative offer except to the extent detailed in this Schedule.

If any non-compliance is determined to be unacceptable, the Tender may not be further considered.

NC = non-conforming

PC = partial conforming

AO = alternate offer

Area of non-conformity and reason	NC/PC/AO

Schedule 10 Organisation Structure, Facilities and Resources

1. Organisation structure

Please provide details of the staff and the organisation structure proposed to be used for performance of the Services. Details must include, but not be limited to:

- Company structure to be used to support the Services including size and location of office, organisation structure.
- Number of staff proposed to be used and their qualifications and experience.

2. Other details (e.g. specific plant and equipment, vehicles)

3. Proposed subcontractors

Please provide details, in the Table below, of the proposed major subcontractors or other representatives to be employed or engaged for this Tender, including the scope and extent of Services to be provided by subcontractors.

Subcontractor's Name and Address	Services to be Provided	Item(s)

4. Contingency arrangements

Please provide details of contingency arrangements should any facilities or sites required to facilitate the Contract become unavailable in the short and long term.

Schedule 11 Experience

1. Past performance

For how many years have you engaged in the type of work required by the Contract?

_____

_____

_____

Have you had an appointment terminated on a project in the last five (5) years? If yes, please provide brief details.

_____

_____

_____

Have you terminated a project in the last five (5) years? If yes, please provide brief details.

_____

_____

_____

Have you refused to continue providing services under a contract in the last five (5) years unless the terms or payments were changed from those which were originally agreed? If yes, please provide brief details.

_____

_____

_____

2. Current contracts

Please provide details of current contracts in a local government environment including the range of services provided and the numbers and types of properties serviced.

3. Other commitments

Provide details of other work commitments expected to continue during this Contract.

Schedule 12 Pricing

Please complete the attached Supplementary Schedules.

INDICATIVE CON

Contract for

Unsealed Road Construction

In accordance with Request for Tender 152/2016

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INDICATIVE CONTRACT

Schedule

Item 1 Council	Yorke Peninsula Council PO Box 57 MAITLAND SA 5573 ABN: 82 179 825 615 Fax: 08 8853 2494 Email: admin@yorke.sa.gov.au Phone: 08 8832 0000
Item 2 Contractor	[Insert name of Contractor] ABN: [ABN of Contractor] Fax: [Fax no] Email: [Email address] Phone: [Phone no]
Item 3 Reimbursable Expenses	Nil
Item 4 Insurance requirements	**Public liability insurance** Company: [Company] Policy: [Policy] Expiry: [Expiry] Amount: $[Insert amount] for any one incident
Item 5 Commencement Date	[Commencement Date]
Item 6 Termination Date	[Termination Date]
Item 7 Council's Representative	Mr Roy Dick, Works Manager and any other person as may be advised by the Council in writing.
Item 8 Contractor's Staff	[Insert names and positions of staff members] and any other person as may be approved by the Council in writing.
Item 9 Confidential Sections	Nil
Item 10 Contractor's Representative	[Insert name and position of representative] and any other person as may be advised by the Contractor in writing.

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Date

[Insert Date]

Parties

Yorke Peninsula Council ABN 82 179 825 615 of 8 Elizabeth Street, Maitland, SA (**Council**)

The person specified in Item 2 of the Schedule (**Contractor**)

Background

A. Pursuant to a Request for Tender process, the Council sought submissions from suitably qualified parties for the Services.

B. The Contractor submitted a Tender for the Services, and the Council accepted it.

C. The Contractor agrees to perform the Services on the terms in this agreement.

Agreed Terms

1. Definitions and Interpretation

1.1 Definitions

In this agreement:

Agreement means this agreement and includes the Schedule and the Annexures.

Annexure refers to an Annexure of this agreement.

Authorisation includes any authorisation, agreement, approval, licence, permit, consent, qualification, accreditation, registration, certificate, declaration or exemption and any renewal and variation of them by or with a Governmental Agency.

Background Intellectual Property means Intellectual Property Rights in the Deliverables which were not specifically created as part of the Services (including the pre-existing Intellectual Property Rights of the Contractor and Intellectual Property Rights of third parties).

Clause refers to a clause of this agreement.

Commencement Date means the date specified in Item 5 of the Schedule.

Confidential Information means any documentation or information of a confidential nature supplied by either of the parties to the other in connection with this agreement and includes all scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by each party, but specifically excludes any documentation or

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information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by Law.

Confidential Sections are those clauses, Schedules and/or Annexures specified in Item 9 of the Schedule that are deemed to be confidential for the purposes of the FOI Act.

Contractor's Representative means the person specified in Item 10 of the Schedule.

Contractor's Staff means the people approved by the Council to perform the Services, being those persons specified in Item 8 of the Schedule.

Council means the Council specified in Item 1 of the Schedule.

Council's Representative means the person specified in Item 7 of the Schedule.

Data means information directly or indirectly relating to this agreement and/or the Services.

Deliverables means all documents, equipment, software, information and Data produced as part of the Services and supplied to the Council as part of the Services.

Fee means the fee payable by the Council for the Services, which is to be determined and reviewed in the manner set out in Annexure B.

FOI Act means *Freedom of Information Act 1991* (SA).

Force Majeure Event means an event beyond the reasonable control of the parties which precludes a party from performing on time an obligation under this agreement. Such circumstances include:

(a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; and

(b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.

Governmental Agency means any government or any government, semi-governmental, administrative, fiscal or judicial body, commission, authority, tribunal, agency or entity including any self-regulatory organisation established under statute or any stock exchange.

Intellectual Property Rights includes property and rights in respect of or in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions) whether created before or on or after the agreement.

Law means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.

Notice means a notice, demand, consent, approval or communication under this agreement.

Recipient refers to a party who receives a supply pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Reimbursable Expenses means the expenses specified in Item 3 of the Schedule.

Reportable Incident means any accident, injury, property or environmental damage or any potential breach of any Law that occurs during or as a result of this agreement.

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Schedule refers to the Schedule of this agreement.

Services means those services which the Contractor is to perform under this agreement, more specifically set out in Annexure A.

Special Conditions mean the special conditions set out in Annexure C, if any.

Supplier refers to a party who makes any supply under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Term means the period starting on the Commencement Date and finishing on the Termination Date.

Termination Date means the date specified in Item 6 of the Schedule, unless this agreement is terminated in accordance with this agreement.

Variation means any change to the Services including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Services.

1.2 **Interpretation**

In this agreement, unless the context otherwise requires:

1.2.1 headings do not affect interpretation;

1.2.2 singular includes plural and plural includes singular;

1.2.3 a reference to a party includes its executors, administrators, successors and permitted assigns;

1.2.4 a reference to a person includes a partnership, corporation, association, government body and any other entity;

1.2.5 a reference to this agreement includes any schedules and annexures to this agreement;

1.2.6 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

1.2.7 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

1.2.8 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;

1.2.9 a provision is not construed against a party only because that party drafted it;

1.2.10 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;

1.2.11 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

1.2.12 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by that Act at the date of this agreement;

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1.2.13 an expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given by that Act at the date of this agreement.

2. Engagement of Contractor

2.1 The Council engages the Contractor who accepts the engagement for the Term to perform the Services on the terms of this agreement.

2.2 The parties acknowledge that nothing in this agreement creates or infers a relationship between the parties of partnership or employer/employee.

3. Invoicing and Payment

3.1 **Payment of the Fee**

The Council will pay to the Contractor the Fee for the supply of the Services.

3.2 **Payment of Reimbursable Expenses**

Subject to clause 3.3.3.4, the Council will pay to the Contractor the Reimbursable Expenses directly incurred by the Contractor in the supply of the Services.

3.3 **Payment Terms**

3.3.1 The Contractor will issue a tax invoice to the Council within fourteen (14) days of progressive payment intervals as agreed by Council's Representative.

3.3.2 Payment of the Fee and any Reimbursable Expenses, if applicable, will be due within thirty (30) days from the end of the month in which the Council receives a correctly rendered tax invoice from the Contractor.

3.3.3 A tax invoice is correctly rendered when it:

3.3.3.1 describes the Services provided and the period to which the Services relate;

3.3.3.2 displays the terms of payment of the Fee described in the invoice;

3.3.3.3 displays the Council's purchase order number;

3.3.3.4 displays the terms of payment of the Reimbursable Expenses and attaches receipts for all the Reimbursable Expenses;

3.3.3.5 is addressed to the Council's address as specified in Item 1 of the Schedule; and

3.3.3.6 sets out in reasonable detail the manner and basis of the calculation of the Fee and Reimbursable Expenses, including the component of GST.

3.4 **Effect of payment**

A payment of all or part of the Fee is not an acceptance of the Services or a waiver of a right or action of the Council.

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3.5 **Right of set off**

The Council may deduct from amounts otherwise payable to the Contractor any amount due from the Contractor to the Council.

4. Standard and Scope of Services

4.1 The Contractor represents and warrants to the Council that:

4.1.1 all actions and conditions required to be taken, fulfilled and done by it in order to enable it to enter into, exercise its rights and perform its obligations under this agreement have been done; and

4.1.2 all Authorisations required for its entry into, exercise of its rights under, and performance of its obligations under this agreement have been obtained.

4.2 The Contractor must provide the Council with the Services in the manner and at the times or within the timeframe specified in Annexure A.

4.3 The Contractor must:

4.3.1 perform the Services with all the skill, care and diligence to be expected from a qualified, competent and experienced provider of services similar to the Services;

4.3.2 devote such of its time and ability as is appropriate and reasonably necessary for the proper and timely performance of the Services;

4.3.3 comply with all Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of the Services and its obligations under this agreement; and

4.3.4 comply with any reasonable requests of the Council, whether in relation to the manner of the performance of the Services or otherwise.

4.4 The Contractor must supply at its own expense all plant, equipment and facilities required for the performance of the Services and maintain them in a safe and good working condition.

4.5 The Contractor must keep the Council fully and regularly informed as to all matters affecting or relating to the Services and must provide to the Council any information reasonably requested by the Council to monitor the performance of the Contractor's obligations under this agreement.

4.6 The Contractor must promptly notify the Council of a Reportable Incident within twenty-four (24) hours of the incident taking place. The Contractor must provide a report to the Council's Representative giving complete details, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

4.7 Times for the fulfilment of the Contractor's obligations under this agreement are essential terms of this agreement.

5. Variation to Services

5.1 The Council may, by written notice to the Contractor, request a Variation to the Services. This may consist of a direction to the Contractor to change the character, quality, scope and/or extent of the Services.

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5.2 Subject to clause 5.4, the Contractor must not carry out a Variation unless and until the Council provides to the Contractor a written Variation and the Variation is valued.

5.3 A Variation is valued as follows:

5.3.1 where the Variation can be valued by the application of rates accepted by the Council - by the application of those rates; or

5.3.2 where there are no relevant rates - the Council's Representative must determine a reasonable value.

5.4 If the Council gives the Contractor a written instruction that a matter is so urgent that the Contractor should proceed with the Variation before it is valued, the Contractor may proceed with the Variation and the Variation must be valued afterwards by the Council's Representative.

5.5 No Variation invalidates this agreement irrespective of the character or value of the Variation.

5.6 All Variations must be in writing and signed by the Council's Representative.

6. Maintenance Period

The Contractor is to maintain the roads constructed for a period of twelve (12) months from the date of Practical Completion. A final inspection is to occur after the twelve (12) month period to hand over the constructed roads to Council.

7. Contractor's Staff

7.1 The Contractor acknowledges that the Council enters into this agreement on the basis of the skills, reputation, qualifications, experience and knowledge of the Contractor's Staff and that the Services must be performed only by the Contractor's Staff.

7.2 The Contractor may request in writing that the Council approve further people as Contractor's Staff.

7.3 The Council may, in its absolute discretion, give (conditionally or unconditionally) or withhold such approval.

7.4 The Contractor is responsible for the performance of the Services by Contractor's Staff and will not be relieved of its obligations or liabilities under this agreement.

7.5 The Contractor is responsible for labour management and industrial relations in respect of the provision of the Services by the Contractor's Staff.

7.5.1 The Council does not bear or accept any additional costs as a result of the impact of any industrial dispute on the performance of the Services.

7.5.2 In the event of an industrial dispute, the Contractor must take all reasonable steps to ensure the continuation of the Services without adverse impact on the Council.

8. Insurance

8.1 During the Term, the Contractor must maintain all insurances required by Law and this agreement, including:

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8.1.1 public liability insurance for the amount specified in Item 4 of the Schedule in respect of any one incident arising during or in consequence of the performance of the Services. The insurance policy must bear an endorsement from the insurer acknowledging the indemnities given by the Contractor under this agreement;

8.1.2 any other insurances specified in Item 4 of the Schedule.

8.2 The Contractor must produce evidence of those insurances to the Council upon request.

8.3 All insurance policies must bear an endorsement from the insurer that it will notify the Council if the policy is cancelled or altered or allowed to lapse.

8.4 The Contractor must not allow any act or omission which would make any policy of insurance void or unenforceable.

8.5 The Contractor must register itself with Return to Work SA and maintain that registration and pay all levies pursuant to the *Return to Work Act 2014* (SA) at all times during the Term. The Contractor must produce evidence of that registration to the Council upon request.

8.6 The Contractor must ensure that its subcontractors (so long as they have been approved by the Council) comply with this clause.

9. Ownership of Intellectual Property Rights and Deliverables

9.1 The Contractor warrants that the Deliverables will not infringe the Intellectual Property Rights of any person. The Contractor fully indemnifies the Council against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party against the Council alleging that the Deliverables infringe any such Intellectual Property Rights.

9.2 The Contractor hereby assigns to the Council all future copyright and all other rights of a like nature in the Deliverables throughout all countries of the world to the intent that such rights will, upon their creation, vest in the Council.

9.3 Subject to clause 9.4, title to all Intellectual Property Rights in the Deliverables (other than copyright vesting in the Council under clause 9.2), will be assigned to the Council upon its creation.

9.4 The Contractor hereby grants the Council a perpetual, royalty-free, non-exclusive licence of Background Intellectual Property, with a right to grant sub-licences, to the extent necessary to use or reproduce in any way the Deliverables.

9.5 The Contractor must do all such things and execute all such forms and documents as are necessary to permit or facilitate the performance of the transactions contemplated by this clause 9.

10. Indemnity and Exclusion of Liability

10.1 The Contractor must indemnify the Council and its employees, officers and consultants against all claims, demands, expenses, loss or damage in respect of loss or damage to any property, or the death of or personal injury to any person, caused or contributed to by the Contractor, a breach by the Contractor of this agreement, a wilful unlawful or negligent act or omission of the Contractor, and any claim action or proceeding by a third party against the Council or its employees officers and consultants caused or contributed to by the Contractor.

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10.2 This indemnity is reduced by the extent to which the Council contributes to the event giving rise to the claim for the indemnity.

10.3 The Contractor must perform the Services at its own risk in all things and releases the Council and its employees, officers, members and consultants from all claims, actions, proceedings, costs, expenses, losses, suffering, and liabilities incurred by the Contractor or its employees, agents, subcontractors and third parties which arise from the performance of the Services.

11. Non Performance by Contractor

If the Contractor breaches a provision of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so, the Council may:

11.1 suspend any or all payment of the Fee until the breach is remedied; and/or

11.2 remedy the breach itself whether by the use of the Council's employees or other consultants and deduct the cost of remediation from any Fee due to the Contractor; and/or

11.3 terminate this agreement in accordance with clause 13.1; and/or

11.4 pursue any other legal remedies available to the Council.

12. Force Majeure

12.1 If a Force Majeure Event causes delay or failure by a party to perform its obligations under this agreement:

12.1.1 neither party is liable for such delay or failure; and

12.1.2 all obligations of a party under this agreement are suspended until the Force Majeure Event ceases to apply.

12.2 A party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this agreement must:

12.2.1 notify the other party as soon as possible giving:

12.2.1.1 reasonably full particulars of the Force Majeure Event;

12.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and

12.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event.

12.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;

12.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;

12.2.4 notify the other party when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and

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12.2.5 notify the other party when resumption of performance occurs.

12.3 If a delay or failure under this clause exceeds sixty (60) days, the Council may immediately terminate this agreement by written notice to the Contractor. In such circumstances, the Council will be liable to the Contractor only in respect of the Fees properly owing up to the date of termination in respect of the Services (or part thereof) performed until the Force Majeure Event. Without limiting the effect of this clause 12.3, the Council will not be liable to compensate the Contractor for loss of potential profits or other consequential loss incurred by the Contractor arising from termination by the Council pursuant to this clause.

13. Termination

13.1 Termination by Council

13.1.1 The Council may immediately terminate this agreement by giving notice to the Contractor if the Contractor:

13.1.1.1 ceases to carry on business or becomes otherwise unable to perform its obligations under this agreement; or

13.1.1.2 breaches a material or essential term of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so; or

13.1.1.3 becomes an externally-administered body corporate or an insolvent under administration; or

13.1.1.4 becomes insolvent or bankrupt.

13.1.2 In such circumstances, the Council will be liable to the Contractor only in respect of the Fees properly owing up to the date of termination in respect of the Services (or part thereof) performed to that time. Without limiting the effect of this clause 13.1.2, the Council will not be liable to compensate the Contractor for loss of potential profits or other consequential loss incurred by the Contractor arising from termination by the Council pursuant to this clause.

13.2 Termination by Contractor

The Contractor may immediately terminate this agreement if the Council breaches a material term of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so.

13.3 Accrued rights and remedies

Termination of this agreement under this clause does not affect any accrued rights or remedies of either party.

14. Confidential Information and Freedom of Information

14.1 Each party agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose, except for the purposes of and in the manner contemplated by this agreement, and agrees that it will:

14.1.1 keep confidential;

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14.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;

14.1.3 maintain proper and secure custody of; and

14.1.4 not use or reproduce in any form;

any Confidential Information belonging to the other party. Any departure from a party's obligations pursuant to this clause may only be with the written consent of the other party or as required by law or the terms of this agreement.

14.2 The Contractor consents to any disclosures made as a result of the Council complying with its obligations under the FOI Act, subject to any legally required consultation.

14.3 Unauthorised disclosure of any Confidential Sections constitutes a breach of a party's obligations under this agreement.

15. Dispute Resolution

15.1 General

15.1.1 A party must not commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this agreement, unless it first attempts to resolve the dispute by negotiation and mediation under this clause.

15.1.2 A party claiming that a dispute has arisen under this agreement must give written notice to the other party specifying the nature and details of the dispute.

15.1.3 On receipt of that notice by the other party, the parties must negotiate in good faith to resolve the dispute.

15.1.4 If the parties are unable to resolve the dispute within ten (10) business days, they must promptly refer the dispute:

15.1.4.1 in the case of the Council to the Chief Executive Officer; and

15.1.4.2 in the case of the Contractor to the Contractor's Representative.

15.1.5 Those persons must meet to resolve the dispute and must be authorised to resolve the dispute.

15.2 Mediation

15.2.1 If those persons are unable to resolve the dispute within ten (10) business days of referral, a party may refer the dispute for mediation under the mediation rules of the Law Society of South Australia Inc to:

15.2.1.1 a mediator agreed by the parties; or

15.2.1.2 if the parties are unable to agree to a mediator within five (5) business days, a mediator nominated by the President of the Law Society or the President's nominee.

15.2.2 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.

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15.2.3 Any information or documents disclosed by a party under this clause:

15.2.3.1 must be kept confidential; and

15.2.3.2 may not be used except to attempt to resolve the dispute.

15.2.4 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

15.3 **Arbitration**

15.3.1 If the dispute is not resolved within ten (10) business days of appointment of the mediator, a party may refer the dispute to:

15.3.1.1 an arbitrator agreed by the parties; or

15.3.1.2 if the parties are unable to agree to an arbitrator within five (5) business days, an arbitrator nominated by the Chairperson of the South Australian Chapter of The Institute of Arbitrators and Mediators Australia or the Chairperson's nominee.

15.3.2 A referral to arbitration is a submission to arbitration within the meaning of the *Commercial Arbitration Act 2011* (SA).

15.3.3 The party serving the notice of arbitration must lodge with the arbitrator a security deposit for the cost of the arbitration proceedings.

15.3.4 The arbitrator may determine the amount of costs, how costs are to be apportioned and by whom they must be paid.

15.4 **Performance**

If possible, each party must perform its obligations under this agreement during negotiations, mediation and arbitration proceedings.

16. Subcontracting and Assigning

16.1 The Contractor must not assign or subcontract this agreement or any right or obligation under it without the prior written consent of the Council, which may be granted or withheld in the Council's absolute discretion.

16.2 With any application for such consent, the Contractor must provide all information required by the Council, including evidence that the proposed assignee or subcontractor is capable of performing the Services to be assigned or subcontracted.

16.3 Unless otherwise agreed in writing by the Council, no such assignment or subcontract relieves the Contractor from any liability under this agreement or at Law in respect of the performance or purported performance of this agreement and the Contractor is responsible for the acts and omissions of any assignee or subcontractor or any assignee's or subcontractor's employees and agents as if they were the acts or omissions of the Contractor.

16.4 For the purpose of this clause, if the Contractor is a company, an assignment of this agreement includes any change in the beneficial ownership of the share capital of the Contractor, or the resignation, death or appointment of any director of the company, which alters the effective control of the Contractor.

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17. Miscellaneous

17.1 Special Conditions

If there is an inconsistency between a Special Condition set out in Annexure C and the rest of this agreement, the Special Condition prevails to the extent of the inconsistency.

17.2 Alteration

This agreement may be altered only in writing signed by each party.

17.3 Entire agreement

This agreement:

17.3.1 constitutes the entire agreement between the parties about its subject matter; and

17.3.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

17.4 Waiver

A waiver of a provision of or right under this agreement must be in writing signed by the party giving the waiver and is effective only to the extent set out in the written waiver.

17.5 Exercise of power

17.5.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.

17.5.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

17.6 Survival

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

17.7 Further action

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

17.8 Governing law

17.8.1 This agreement is governed by the law in South Australia.

17.8.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

17.9 Ombudsman

The Contractor acknowledges that the *Ombudsman Act 1972* (SA) empowers the Ombudsman to investigate matters in the public interest. The Contractor must ensure compliance with all obligations arising under that Act and all applicable Laws.

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17.10 **Work Health and Safety**

In complying with its obligations pursuant to this agreement, the Contractor agrees to:

17.10.1 comply with any environmental requirements of the Council communicated from time to time by the Council to the Contractor;

17.10.2 comply with all requirements of the *Work Health and Safety Act 2012* (SA) and any regulations made under it;

17.10.3 comply with any reasonable requests of the Council in relation to the Contractor's performance of its obligations pursuant to this agreement; and

17.10.4 promptly notify the Council of any accident, injury, property or environmental damage of any potential breach of any law (reportable incident) that occurs during or as a result of this agreement. Within twenty-four (24) hours of a reportable incident, the Contractor must provide a report to the Council's Representative giving complete details, including the results of investigations into its cause and recommendations or strategies for prevention in the future.

17.11 **ICAC**

The Contractor acknowledges and agrees that by entering into this agreement with the Council the Contractor will be considered to be a public officer for the purposes of the *Independent Commissioner Against Corruption Act 2012* (SA) (**ICAC Act**) and is obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

17.12 **CITF Levy**

The Contractor is responsible for the payment of the Construction Industry Training Fund (CITF) Levy (if applicable), proof of which must be provided to Council upon completion of the Services.

18. Goods and Services Tax

18.1 **Consideration does not include GST**

Unless specifically described as 'GST inclusive', any payment or consideration under this agreement does not include GST.

18.2 **Gross up of consideration**

Where a supply by a Supplier to a Recipient under this agreement is subject to GST (other than a supply specifically described as 'GST inclusive'):

18.2.1 the expressed consideration for that supply must be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

18.2.2 the Recipient must pay that additional amount at the same time and in the same manner as the expressed consideration.

18.3 **Reimbursements**

If a payment to a party under this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that

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expense or other liability, such reduction to be effected before any increase in accordance with the previous subclause.

18.4 **Tax invoices**

Notwithstanding any other provision of this agreement, the Recipient need not make any payment for a taxable supply made by the Supplier under this agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

18.5 **Adjustments**

If an adjustment event has occurred in respect of a taxable supply made under this agreement, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than twenty-eight (28) days after the Supplier first becomes aware that the adjustment event has occurred.

19. Notices

19.1 A Notice must be:

19.1.1 in writing, in English and signed by a person authorised by the sender; and

19.1.2 hand delivered or sent by pre paid post or facsimile or electronic communication to the recipient's address or facsimile number specified in the Schedule, as varied by any Notice given by the recipient to the sender.

19.2 A Notice is deemed to be received:

19.2.1 if hand delivered, on delivery;

19.2.2 if sent by prepaid post, two (2) business days after posting (or seven (7) business days after posting if posting to or from a place outside Australia);

19.2.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender;

19.2.4 if sent by electronic communication, at the time deemed to be the time of receipt under the *Electronic Transactions Act 1999* (Cth) if the notice was being given under a Law of the Commonwealth of Australia.

19.3 However if the Notice is deemed to be received on a day that is not a business day or after 5.00pm, the Notice is deemed to be received at 9.00am on the next business day.

20. Costs

Each party must pay its own costs of preparing this agreement and any document required by it.

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Annexure A Services

As per the Technical Specification attached to the Request for Tender documentation for Unsealed Road Construction (Tender number 152/2016).

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Annexure B Fee

As per the completed Supplementary Pricing Schedules (Schedule 12) submitted within the Tender submission.

INDICATIVE CONTRACT

Annexure C Special Conditions

As per clause 6 of this agreement, the Contractor is to maintain the roads constructed for a period of twelve (12) months from the date of Practical Completion. A final inspection is to occur after the twelve (12) month period to hand over the constructed roads to Council.

INDICATIVE CONTRACT

EXECUTED as an agreement

By the Council

SIGNED by _____ under delegated authority in the presence of:	
..... Signature	..... Signature of witness
	..... Name of witness (print)

By the Contractor

Drafting Note: *Use the below execution clause if the Contractor is a company executing under common seal.* ***[Delete RED text once read]***

The common seal of _____ was affixed in accordance with its Constitution and by the authority of its directors:	
..... Director	..... Director/Secretary

Drafting Note: *Use the below execution clause if the Contractor is a company but is NOT executing under common seal.* ***[Delete RED text once read]***

Executed by _____ in accordance with section 127(1) of the *Corporations Act* by the authority of its directors:	
..... Signature of Director	..... Signature of Director/Secretary
..... Name of Director (print)	..... Name of Director/Secretary (print)

INDICATIVE CONTRACT

Drafting Note: *Use the below execution clause if the Contractor is an individual.* ***[Delete RED text once read]***

Signed by _____ in the presence of:	
..... Signature	..... Signature of witness
	..... Name of witness (print)

Drafting Note: *Use the below execution clause if the Contractor is a Partnership - please add extra execution clauses for additional partners as necessary.* ***[Delete RED text once read]***

Partner 1:

Signed by _____ in the presence of:	
..... Signature of witness	..... Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	

Partner 2:

Signed by _____ in the presence of:	
..... Signature of witness	..... Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	

INDICATIVE CONTRACT

Harmer Road / McCauley Road / Pine Point Road / North South Road Unsealed Road Construction

Technical Specification

Yorke Peninsula Council

September 2016

Ref No. 20155483S003D

Tonkin CONSULTING

a better approach

Document History and Status

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1 Project Description

1.1 Introduction

This technical specification details the technical requirements for all works including the supply and construction of works associated with the resheeting works associated with Harmer Road (2km), McCauley Road (2km), North South Road (2km) and Pine Point Road (3km and 3.1 km) for the Yorke Peninsula Council.

1.2 The Drawings

This specification shall be read in-conjunction with the following:

Drawing Title
Location of Road Segments
Harmer Road – 2km (segment in red)
McCauley Road – 2km (segment in red)
North South Road – 2km (segment in red)
Pine Point Road – 3km (segment in red), Hasting Road to James Well Road
Pine Point Road – 3.1km (segment in red), Yorke Highway to St Vincent Highway

1.3 Scope of Works

The contract as detailed herein shall comprise the whole of the plant, labour and materials necessary to execute the works described in this specification and shown on the drawings, including any obvious items for the proper completion of the work comprising but not limited to:

- All earthworks including fill works required to form subgrade including tyne of existing material to achieve a 10m formation width
- Supply of all fill material
- Subgrade preparation
- Granular pavement construction associated with resheeting works for Harmer Road, McCauley Road and North South Road to achieve an 8m sheeting carriageway width and 100mm sheeting depth
- Granular pavement construction associated with resheeting works for both sections of Pine Point Road to achieve a 9m sheeting carriageway width and 150mm sheeting depth
- Traffic control and other traffic control devices.

1.4 Work Not Included

The following works and materials are not included in this contract:

- Clearing and disposal of existing vegetation.

Such works shall be carried out by others and shall not form part of the contract. The Contractor shall allow others carrying out such works access to the site and shall co-operate in the programming and execution of the contract works for the proper co-ordination of the Contractor's and other's work.

1.5 Drawings

The following drawings are included in Appendix A.

- Location of Road Segments
- Harmer Road – 2km (segment in red)
- McCauley Road 2 km (segment in red)
- North South Road – 2km (segment in red)
- Pine Point Road – 3km (segment in red), Hasting Road to James Well Road
- Pine Point Road – 3.1km (segment in red), Yorke Highway to St Vincent Highway

2 General Provisions

2.1 Public Utilities

Information provided by the Superintendent to the Contractor is neither necessarily complete nor accurate and is provided for general information only. The Contractor shall investigate the existence and location of buried and overhead public and private services within the working area. The Contractor shall satisfy itself as to their exact location in liaison with the relevant service authority.

The Contractor shall comply with the guidelines issued by the Office of the Technical Regulator and relevant authorities when working in the vicinity of underground and overhead services. The Contractor shall take due care when working in the vicinity of existing services and take all necessary precautions during the Contract to protect all services from damage. The Contractor shall be responsible for any cost resulting from damage to services through its operations.

The Contractor shall be responsible for determining the effect of the existing services on construction activities, and shall make all arrangements and necessary payments to the respective authorities for any temporary or permanent relocation of services and new service connections which may be required by or as a consequence of its operations and the project requirements. Authorities shall be given six (6) weeks' notice prior to any service work being undertaken.

If, while works are in progress, any authority desires to place a service, the Contractor shall allow reasonable access and working space for the authority to carry out such placement, if so requested by the Superintendent.

Any existing or abandoned service that is disturbed shall be restored to the satisfaction of the service authority at the Contractor's cost.

2.2 Temporary Alterations to Public Utilities

If, during the course of construction works, the Contractor deems it necessary to have Public Utilities removed or altered to enable easier or quicker construction, such removal or alterations will be arranged by the Contractor and any costs incurred will be paid by the Contractor.

2.3 Relevant Authorities

The Contractor shall be responsible for liaising with all relevant authorities with regard to programming of works. Where work is to be undertaken in accordance with relevant authorities' standards and specifications, the Contractor is to seek and obtain the necessary approvals.

2.4 Quality Management

The Contractor shall plan, establish and maintain a Quality Management System to ensure the materials and their works comply with the drawings and the specification.

Within seven (7) days of receiving the letter of acceptance, the Contractor shall provide a copy of the quality plan. The quality plan shall be developed as required in AS 10005 "Quality Management Systems Guidelines for Quality Plans".

2.4.1 Inspection and Testing

As part of the Quality Plan the Contractor shall prepare Inspection and Test Plans (ITP) for critical items in the project. The ITPs shall detail the Contractor's proposals for inspections and testing as detailed in the Technical Specification.

The Contractor shall be responsible for undertaking all testing and coordinating all inspections required in the Technical Specification.

The Contractor shall nominate the person responsible for the quality control of each item of the ITP. The Contractor shall maintain the ITPs during the works and make the ITP available for inspection by the Superintendent on request.

The frequency of testing shall be as detailed in the Technical Specification. If no minimum frequency is stated, the Contractor shall nominate appropriate industry or Australian Standard frequencies in the ITP.

The Contractor shall provide a copy of the draft Inspection and Test Plans to the Superintendent prior to commencement of the works.

Prior to the date of Practical Completion the Contractor shall provide a copy of all completed ITPs. The acceptance of the completed ITPs shall be a requirement for the issue of a Certificate of Practical Completion.

2.4.2 Hold Points

Hold Points are critical aspects of the works requiring assessment by the Superintendent.

The Contractor shall not proceed to the next stage of the works or cover the work until the release of the Hold Point by the Superintendent. Such release shall not, in whole or in part, release the Contractor from responsibility for the quality of the work subject to the Hold Point.

The Contractor shall advise the Superintendent with sufficient notice (nominally 24 hours locally or 72 hours regionally excluding weekends and public holidays) when a Hold Point has been reached (or is anticipated to be reached) to enable inspections as required.

The Contractor shall submit relevant testing, survey and other documentation associated with the Hold Point to the Superintendent.

If following the inspection and review of relevant documentation, the Superintendent does not release a hold point, the Superintendent shall advise the Contractor, as soon as practical in writing (or within 24 hours), the reasons why a hold point has not been released and any remedial works required to enable the release of the hold point.

The Superintendent or Principal shall NOT be liable for any cost (including standby costs) incurred by the Contractor as a result the Superintendent not releasing a hold point due.

2.4.3 Non Conformances

The Contractor shall notify the Superintendent if the completed works do not comply with the drawings or technical requirements and issue in writing the non-conformances by the issuing of a Non Conformance Report (NCR).

The NCR shall indicate the nature and location (as applicable) of the non-conformance and the proposed rectification method for correcting the Non Conformance. The NCR shall include all relevant tests, inspection or survey reports.

The identification of a Non Conformance shall constitute a Hold Point on that item. No further works may proceed on the non-conforming item until release of the Hold Point by the Superintendent.

The Superintendent shall review and approve the proposed rectification method detailed by the Contractor or alternatively instruct the Contractor to complete other rectification works as required.

If the Superintendent becomes aware of any section of the works not conforming with the drawings or specification, the Superintendent may issue a Corrective Action Request (CAR). The Contractor shall review the corrective action request and address the CAR as per the procedure for an NCR.

2.4.4 Testing Laboratories

The Contractor shall ensure suitably qualified NATA accredited Material Testing Laboratories carry out all field and laboratory testing, compliance testing etc as required under the Contract.

2.4.5 Traceability

The Contractor shall as part of the Quality Plan develop a system to enable the traceability of all materials including but not limited to structural concrete (in situ and precast), pipes and culverts, pavement material and asphalt from the source to the location where the material is incorporated into the works.

Traceability shall include:

- the date of works;
- a detailed description of the materials used (e.g. material type, production lot etc.);
- a detailed description of the location where the material is incorporated (e.g. structure reference).

The Contractor shall keep (in good condition) delivery records (dockets) of the materials used and detailed descriptions of where the materials were incorporated in the works until Final Completion.

2.5 Environmental Management and Protection

The Contractor shall take all measures necessary to ensure minimum disturbance to the existing environment by its operations.

The Contractor shall observe all environmental management rules, regulations and codes of practice and shall comply with all notices and instructions issued by the Superintendent in relation to such Rules and Regulations.

When flammable or combustible materials are to be stored or used, the Contractor shall adhere strictly to relevant standards or codes of practice.

2.5.1 Environmental Control During Construction

The Contractor shall carry out the work with reference to the EPA Codes of Practice listed at the end of this specification clause.

The Contractor shall ensure that pollutants such as dust, sediment, litter and wash down water do not leave the site during construction of the works. Prior to construction commencing, the Contractor shall prepare a Soil Erosion and Drainage Management Plan (SEDMP) showing how this is to be achieved. The Plan shall include a site layout together with a written manual. These shall include all aspects of site management including:

- site access from public or private roads;
- access around the site;
- areas of earthworks, stockpiles, loading areas;
- site drainage including all relevant information including sediment collection devices, drainage lines and discharge points;
- management of creek or river flows.

Water shall be used in a judicious manner to avoid wastage and in accordance with any applicable water restrictions.

2.5.2 Trucking

Trucks accessing the site with earth materials or loose debris shall be loaded in such a manner as to prevent dropping of materials and prevent a dust nuisance. The wheels, tracks and body surfaces of all plant and vehicles leaving the site shall be free of mud so that mud is not carried on to adjacent roads or paved areas.

2.5.3 Solid, Liquid and Gaseous Contaminants

The Contractor shall be responsible for the proper disposal of all solid, liquid and gaseous contaminants in accordance with all Statutory and Contractual Requirements.

2.5.4 Disposal of Refuse

Refuse from construction operations, including food scraps and the like, shall be removed from the site.

2.5.5 References

Stormwater Pollution Prevention – Code of Practice for the Building and Construction Industry – EPA.

Stormwater Pollution Prevention – Code of Practice for Local, State and Federal Government – EPA.

2.6 Preservation of Trees and Vegetation

The Contractor shall refrain from destroying, removing or clearing trees and shrubs to an extent greater than is necessary for the execution of the work under the contract.

Areas to be cleared shall be undertaken by others.

The Contractor shall refrain from activities associated with trees or shrubs being removed, cleared or destroyed.

The Contractor shall take every reasonable precaution not to damage any tree, including its root system, while executing the works.

All construction activities, including storage of materials, vehicles, equipment or rubbish, must be kept away from existing trees. Before any excavation is carried out over roots of trees, obtain a ruling from the Superintendent as to whether the levels in the vicinity of the tree can be adjusted to protect the roots.

The Superintendent may direct the Contractor to repair any damage or injury to a tree that is to remain. This work shall be carried out by an approved tree surgeon engaged by the Contractor.

2.7 Drainage of Site During Construction

The Contractor shall carry out the work in such a way as to ensure that no heading up of floodwaters in new or existing drains or gutters occurs. The Contractor shall be responsible for any damage to public or private property caused by his operations or which may arise from such operations. Should this clause not be complied with, the Superintendent may order work to cease, until in his opinion, satisfactory arrangements for such drainage have been made.

The site may be subject to surface water in the form of base flows or flood flows during the construction period. The Contractor is required to account for and handle all flows, base and flood, during the construction period, and shall be deemed to have made due allowance in his tender for all costs involved.

2.8 Traffic Management

The Contractor shall prepare, implement and maintain Traffic Management Plan for all works on or adjacent to existing roadways, for the protection of the public and of the works, in accordance with AS 1743 – “Manual of Uniform traffic Control Devices Part 3: Traffic Control Devices for works on Roads and Footpaths” and DPTI Requirements.

Should this clause not be complied with, the Superintendent may order work to cease until in his opinion the placement of lights, signs and barricades is satisfactory for the protection of the public and the works.

All such lights, signs and barricades shall be placed by the Contractor and in accordance with the relevant requirements of that code.

2.8.1 Traffic Management Plan

The Contractor shall develop a Traffic Management Plan including the full layout plans of the proposed traffic management scheme and the estimated times that any proposed detours will be in operation and shall show relationship to the construction program.

The traffic management plan shall be developed by the Contractor to minimise the disruption to traffic flow and consider peak traffic concentrations. Where possible the Contractor shall limit traffic restrictions to weekend or non-peak periods.

The Contractor shall submit a detailed traffic control proposal to the Superintendent within seven (7) days of acceptance of the tender. No work shall commence on site until the traffic control proposal has been reviewed by the Superintendent. No roads shall be used as detour routes, in the compliance with this clause, without the prior approval of the Superintendent.

The Traffic Management Plan shall show in detail:

- the traffic management proposed during each stage of all projects;
- all temporarily trafficked areas associated with the deviation of traffic;
- proposals for the placement of temporary signs, advance direction signs, barriers and other warning devices including a list of the types and numbers of signs proposed to be used;
- proposed speed restrictions.

If the Contractor varies the construction program at any time throughout the works, a revised Traffic Management Plan shall be submitted twenty-four (24) hours before the relevant section of work commences.

2.8.2 Notice of Traffic Management

Prior to commencing works on or adjacent to existing roadway and the implementation of traffic management controls the Contractor shall notify the relevant authorities including:

- Local Council
- Emergency Services
- The Superintendent
- DPTI as required

Notice shall include as a minimum the nature of traffic restrictions, the time commencement and time of removal of traffic of restrictions as appropriate.

2.8.3 Maintenance of Traffic Management

The Contractor shall be responsible for the maintenance in good working order of all traffic management structures, signs, traffic control devises, temporary access roads and temporary line-marking required for the completion of the Contract.

The Contractor shall provide an emergency contact of a representative responsible for the maintenance of the traffic management.

The Contractor shall implement a regular documented inspection programme to ensure that the traffic management plan is installed and maintained as per the approved traffic management plan and any damaged or missing traffic control devices are reinstated.

2.8.4 Provision for Vehicular Traffic

The Contractor shall provide and maintain access to property entrances adjoining the works and local traffic throughout the Contract. The Contractor shall provide temporary ramps for local traffic and access to side streets.

2.8.5 Traffic Controllers

Traffic Controllers shall be used when traffic movement is temporarily restricted to one direction, in accordance with AS 1742, Clause 4.4. Traffic controllers shall be employed to provide additional control for the safety of traffic and the work.

2.8.6 Traffic Management Audit

During the Contract period, the Superintendent may undertake audits of the traffic management.

2.9 Site Facilities

2.9.1 Site Compound

The Contractor may establish a site compound for storage of plant, equipment and materials to be incorporated in the works. The location of the site compound shall be agreed in writing with the Superintendent and land owner affected (where required).

The Contractor shall maintain the site compound in a neat, tidy and safe manner. The compound shall be appropriately fenced off, signed and locked outside of working hours to the satisfaction of the Superintendent. The compound shall in no way restrict pedestrian or vehicular traffic.

On completion of the works the Contractor shall promptly remove the site compound and reinstate the area to an equal or better condition to the satisfaction of the Superintendent.

2.9.2 Site Amenities

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workers and other persons lawfully upon the site and shall remove them on completion of the Works.

2.10 Water for Works

The Contractor shall make all necessary arrangements for the supply of any water necessary for the works.

The Contractor is encouraged to utilise alternate water sources to potable mains supplies. Alternate water supplies shall comply with the EPA water quality policy for irrigation use. The Contractor shall be responsible for obtaining all approvals and testing for alternate water supplies.

2.11 Electricity for Works

The Contractor shall make all necessary arrangements for the supply of electrical power for use temporarily or permanently on the works and shall pay all fees, charges etc. in connection therewith.

2.12 Matching In and Making Good

In addition to the requirements specified in this specification, any damage caused or any temporary relocations necessary to existing stormwater drains, sign posts, street signs, barrier posts, litter bins or other similar items shall be made good to a standard which is at least equal to the existing construction and in a workmanlike manner and to the satisfaction of the Superintendent.

The Contractor shall be responsible for making good any damage which occurs to adjacent existing works as a result of his operations, and such making good shall be to the satisfaction of the Superintendent.

2.13 Cleaning Up

During the progress and on completion of the work, the site shall be maintained and left in a clean and tidy condition to the satisfaction of the Superintendent.

3 Site Preparation and Earthworks Formation

3.1 Scope of Formation Works

This section of the specification details the requirements of Earthworks, in order to construct a road formation of the necessary width, cross fall and hardness to support the road resheeting activity.

The following minimum requirements apply to the construction of formation:

- 10m formation width
- Centralise road in road reserve where practical
- Fill low areas to lift road to achieve adequate drainage as identified on the drawings
- Tyne 50mm minimum and maximum 100mm existing road surface to create new formation over existing road surface by grading, watering and rolling to achieve cross fall
- Remove topsoil and excavate areas to widening formation where existing formation is less than 10m
- Unblocking and reinstating of existing runoffs.

In undertaking the formation works the following specification requirements apply.

3.2 General

This specification shall be read in conjunction with the following Standards and references, which are deemed to form a part of this specification.

AS 3798	Guidelines on Earthworks for Commercial and Residential Developments
AS 1289	Methods of Testing Soils for Engineering Purposes
AS 1141	Sampling and Testing of Aggregates
DPTI Master Specification	Part 210 – Earthworks

3.3 Materials – Site Preparation and Earthworks

3.3.1 General

Site Preparation and earthworks materials are to be as specified herein or as otherwise approved by the Superintendent.

3.3.2 Suitable Materials

Suitable materials shall be any clean soil or soil-aggregate mixtures capable of being compacted to form a homogeneous mass and suitable for the construction of structural fill.

Large particles must be broken down to a maximum particle size of 100 mm.

Classified Fill shall be clean sand or soil free from expansive clays, debris, weeds, roots, organic material or other foreign matter. Classified Fill shall meet the following requirements:

Table 3.1 Fill Material Classification

Characteristic	Material Classification		
	Type A	Type B	General Fill (Unclassified)
Aggregate Grading – % passing sieve size			
106 mm	–	100	100
75 mm	100	-	–
37.5 mm	80–100	80–100	–
0.075 mm	0–25	0–35	<20%
Max. Plasticity Index	12	15	–
Max. Linear Shrinkage	6%	7%	–
Instability Index	2%	2%	–
Max. Weighted Plasticity Index	1000	1200	–

Special consideration may be required for the following suitable materials:

- Clays of high plasticity, which may be reactive and need to be selectively placed within the fill and under strict moisture and density control.
- Material, which, after compaction, contains large particles, which may lead to difficulties in the excavation of trenches for services etc.
- Single-sized or gap-graded gravels or rock fill that will not break down on compaction, leaving voids into which finer material may subsequently migrate.
- Saline, chemically aggressive or polluted soils, and carbonate soils where acid disposal may occur.
- Potential acid sulphate soils.
- Materials that cannot be tested to demonstrate compliance with the specification

3.3.3 Imported Fill Materials

Material that is to be imported to the site and is not a quarry product, shall be assessed and recommended as being suitable for use on the site by an approved Environmental Consultant in accordance with the National Environmental Protection (Assessment of Site Contamination) Measure, and the recommendation must be supported by the Superintendent.

No fill material may be brought into site without written approval from the Superintendent and appropriate accompanied documentation. Material imported on site that does not meet the requirement of the National Environmental Protection (Assessment of Site Contamination) Measure shall be removed from site at the cost of the Contractor.

3.3.4 Unsuitable materials

Unsuitable materials shall be material found on site that is unable of being compacted for the construction of structural fill including:

- organic soil (topsoil)
- fill contaminated through past site usage which contain toxic substances or soluble compounds
- fill containing deleterious materials including, metal, wood, plastic, rubbish, vegetation
- other materials deemed unsuitable by the Superintendent.

3.4 Construction and Workmanship – Site Preparation and Earthworks

3.4.1 Clearance of Surface Vegetation and Trees

Prior to taking possession of site the Yorke Peninsula Council will trim and remove the trees necessary to allow the Contractor the work clearance to undertake works.

A joint inspection shall occur to verify the extent of tree trimming and removal is sufficient to undertake the works.

Where sections of road have been identified for road widening as part of stripping of topsoil the Contractor is to remove minor surface vegetation with disposal of the material off site to a legal place of disposal.

3.4.2 Excavation

3.4.2.1 General

The Contractor shall judge for itself the nature of the material to be excavated and will be deemed to have made due allowance for excavating material of whatever nature may be encountered, providing that, in the opinion of the Superintendent, it is capable of being excavated by a mechanical excavator with a capacity appropriate for the situation, without the use of a rock breaker, jack hammers and/or blasting.

Overcut shall be made good to the satisfaction of the Superintendent at the Contractor's expense.

In the event that soft spots are revealed in the formation, the Contractor shall immediately notify the Superintendent. If the Superintendent deems it necessary, the Contractor is to carry out further excavation as directed and backfill the excavation with material selected by the Superintendent.

The cost of the additional excavation and backfilling will be considered as an extra to the contract. The Contractor must obtain prior approval from the Superintendent prior to the excavation of soft spots otherwise no claim will be entertained. The Contractor is to record measurements for the calculation of the volume of additional excavation and filling, and submit these to the Superintendent for approval.

3.4.2.2 Bulk Excavation

The excavated areas shall be finished to an even surface. The floors and sides of excavations shall be trimmed to the lines, levels, grades and batters shown on the drawings and within the tolerances specified.

All areas disturbed by the excavation and all loose surface material shall be compacted by watering, if necessary, and rolling with approved compaction equipment to the density specified for filling.

3.4.2.3 Excavation of Rock

If rock, as defined herein, is encountered during excavation and the Contractor considers that the only practical means of excavation is by rock breaker, jack hammer and/or blasting, the Contractor shall immediately notify the Superintendent.

If the Superintendent agrees that the material to be excavated should be classified as rock, authority will be given for the use of a rock breaker, jack hammer and/or blasting and payment will be made as an extra to the contract based on the volumes of rock required to be excavated at the appropriate rate in the Schedule of Unit Rates. The Contractor must obtain prior approval from the Superintendent that the material is to be classified as rock for payment purposes, otherwise no claim will be entertained. The Contractor is to record measurements for the calculation of the volume of rock, and submit these to the Superintendent for approval.

For the purposes of interpretation, measurement and/or payment relevant to the term ‘rock’ as used in this Specification, rock shall be defined as only that material found in ledges, masses, bedded deposits and/or conglomerate deposits and presenting the characteristics of rock which in the opinion of the Superintendent cannot be removed for bulk excavation by a ripper dozer rated at net

engine power 230 kW (Caterpillar D8 or equivalent) or for trench excavation, by using a bucket excavator rated at net engine power 165 kW with rock bucket (nominally 30 tonne excavator) and would normally be removed by blasting, pneumatic tools or mechanical impactor.

Where, due to limited access, the use of a machine as above is impracticable a side shift bucket backhoe rated at 70 kW will be approved. If the restricted access is caused as a result of the contractors previous work and the contractor could have expected rock in the vicinity, the rock would be assessed based on the previous equipment rating. All trenches in areas with a high likelihood of rock should be pre-dug prior to restricted access.

Floaters in trenches, foundation or similar excavation shall be classified as rock only when their least dimension exceeds 0.6 m or where their volume exceeds 0.25 m^3.

Materials which could be excavated by the above rated plant, such as broken shale, weak conglomerates etc, shall not be classified as rock for payment purposes.

Measurement of rock excavation for payment purposes shall be made on the following basis:

- The rock shall be measured in the solid form, within the limits of the excavation, before any backfilling is placed, or new work commenced.
- For bulk excavation, the volume of rock shall be calculated by an independent engineering surveyor engaged by the Contractor based on the difference between the rock surface(s) following removal of the overburden as approved by the Superintendent and the extent of rock or design surface, whichever is less, as approved by the Superintendent
- For trench excavation, the volume shall be calculated from the depth and length measured in liaison with the Superintendent, and the minimum width of trench for the application, as shown on the drawings.
- No payment shall be made for over break beyond the limits of the required excavation.

3.4.2.4 Disposal of Surplus Excavated Material

All surplus excavated material arising from the specified works is to be disposed of by the Contractor off site.

The Contractor is responsible for any environmental testing, or additional environmental testing if testing has previously been undertaken, necessary to dispose of the excavated material.

3.4.3 Fill Construction

Filling construction includes all operations associated with the preparation of foundation areas where fill is to be placed, and the placing and compaction of approved suitable material.

In locations where filling is required to achieve the design formation levels, the filling shall be carried out in the manner specified hereunder.

3.4.3.1 Fill Foundation and Proof Rolling

Prior to placement of fill material the natural surface shall be inspected by the Superintendent and GITA (as applicable to meet the requirements of AS 3798) and the fill foundation shall be proof rolled with a minimum 12 tonne static mass.

If the Superintendent considers the surface is suitable, the Contractor shall commence filling as described below. If the Superintendent considers that the surface is unsuitable, the Contractor shall carry out additional excavation or other measures as may be directed by the Superintendent, and any such work shall be considered as a variation to the contract.

Filling shall commence only after the surface upon which fill material is to be placed has been inspected and approved by the Superintendent.

3.4.3.2 Placing Fill

The method of excavation, transportation, depositing and spreading of the fill shall be determined by the Contractor to ensure the fill is placed in a uniform mixture.

Fill materials shall be placed in horizontal layers of uniform thickness, deposited systematically across the fill area, so that the surface is always self-draining. Large particles shall be broken down and evenly distributed through the fill material. The maximum size of rock particles throughout the fill material shall not exceed the grading requirement.

The layers shall be uniformly compacted from a loose depth of 250 mm (maximum) unless approved by the Superintendent.

Prior to placing subsequent fill layers, the Contractor shall ensure that previously accepted layers still conform to requirements, including moisture content.

Care shall be taken by the Contractor to use equipment and construction techniques to minimise surface heaving or other damage to the lower layers including damage by over working or construction traffic.

Fill material shall be placed as detailed in the following table:

Table 3.2 Fill Material Schedule

Location	Material
The upper 200 mm of fill areas supporting pavements	Type A Materials
Below pavements other	General fill
Road reserves (other) and public reserves	General fill

3.4.3.3 Compacting fill

All fill layers shall be systematically compacted with appropriate compaction equipment to ensure compaction to the full depth and width of each layer. Embankment slope faces shall either be compacted separately, or overfill and cut back to the tolerances required.

Unless otherwise specified on the Drawings or in this Specification, the layers shall meet the following table:

Table 3.3 Earthworks Compaction Requirements

Location	Requirement
Below pavements, upper 200 mm	98% of Maximum Dry Density (standard)
Below pavements other	95% of Maximum Dry Density (standard)
Road reserves (other) and public reserves	95% of Maximum Dry Density (standard)

3.4.3.4 Moisture Control

The Contractor shall adjust the moisture content of the fill material as required to achieve the specified density or moisture content prior to compaction.

Completed fill layers shall be sealed and graded to prevent ponding.

3.4.3.5 Benching

Where new embankment slopes are to be constructed against an existing slope steeper than 3 horizontal to 1 vertical, the slope is to be stepped by benching successive terraces to a minimum length of 1.0 m to form a key for the fill. The minimum depth for a bench shall be the minimum layer thickness.

3.5 Quality Requirements – Earthworks

3.5.1 General

The Contractor shall arrange for testing of the compaction of bulk earthworks filling and trench backfilling. The testing shall be carried out by a NATA accredited laboratory, in accordance with AS 1289 – Methods of Testing Soils for Engineering Purposes, and all costs will be borne by the Contractor.

Copies of the test results shall be made available to the Superintendent for his approval prior to the commencement of construction of any subsequent layer. The Contractor shall programme the works accordingly and no claims for delays will be considered due to delays in the availability of such test results to the Superintendent.

Testing will be based on Level 2 testing in accordance with AS 3798 – Guidelines on Earthworks for Commercial and Residential Developments unless specified otherwise.

3.5.2 Materials

Suitable materials shall be produced into identifiable lots and tested in accordance with this specification and AS 3798 – Guidelines on Earthworks for Commercial and Residential Developments

3.5.3 Inspections

The following Hold Points are required during the construction of Earthworks:

- H-E1. Installation of soil erosion management prior to commencement of works
- H-E2 Assessment of rock prior to excavation.
- H-E3 Completion of earthworks formation / subgrade.

3.5.4 Geotechnical Inspection and Testing Authority (GTA)

The Contractor shall engage a suitably qualified independent Geotechnical Testing Authority (GTA) to carry out sampling and testing as required in accordance with AS 3798 – Guidelines on Earthworks for Commercial and Residential Developments and this specification. The GTA is responsible for selecting the location of sampling and testing operations within each visit made to the site. The superintendent is responsible for advice as to when such visits are required and is responsible for ensuring that sufficient samples and tests are taken over the project.

The GTA should have the necessary independence, equipment and competence to be able to undertake all inspections and testing called for.

The GTA should perform all sampling and testing both on site and at the laboratory. When the earthworks site is remote from a central testing laboratory, in order to assists in the timely production of the test results, a laboratory may be established on site.

On completion of the earthworks, the GTA may be required to provide a report, setting out the sampling and testing it has carried out, and the locations and results thereof. The GTA will not be in a position to express any opinion beyond this as to the compliance of the works with the specification or their suitability for any particular purpose.

3.5.5 Quality Testing

The Contractor shall undertake testing of the earthworks at the following minimum frequency:

Table 3.4 Quality Testing Requirements for Earthworks

Item	Test Type	Minimum Testing Frequency
Type A & B Fill Material	Grading	One test per 1,000 tonne
	Plasticity Index	One test per 1,000 tonne
	Linear Shrinkage	One test per 1,000 tonne
	Weighted Plasticity Index	One test per 1,000 tonne
Bulk Fill at low points in formation	Field Dry Density	1 per 1000 m^2 per layer or min of 3
	Maximum Dry Density	1 per material type

If no rate of testing is provided, testing rates shall be in accordance with AS 3798 – Guidelines on Earthworks for Commercial and Residential Developments.

The following test procedures shall be used for Quality testing:

Table 3.5 Test Procedures for Earthworks

Test Type	Test Procedure
Sampling of materials	TSA Test Procedure - TP 226
Preparation of samples	AS 1289.1
Atterberg Limits	AS 1289 3.1.2 ,3.2.1, 3.3.1 & 3.4.1
Particle Distribution	AS 1289 C6.2
Linear Shrinkage	AS 1289 3.4.1
Maximum Dry Density	AS 1289 5.2.1
Optimum Moisture Content	AS 1289 2.1.1 & AS 1289.2.1.4
Field Density	AS 1289 5.8.1 (Nuclear Method)
Dry Density Ratio	TSA Test Procedure - TP 320

Note:

- Dry Density Ratio shall be calculated to the nearest 0.1%.
- Density measurements shall be made to the nearest 0.01 tonne/m^3.
- Test location co-ordinates shall be measured to the nearest 100 mm.

3.5.5.1 Materials Being Used in the Works

Where in the opinion of the Superintendent the material being used in the Works differs from the specified material, the Superintendent may order a sample to be taken and retested. If the material does not comply with the specification the cost of sampling and testing shall be borne by the Contractor and, in addition, the work which incorporates the material shall be liable to be rejected at the Superintendent's discretion.

3.5.6 Compaction Formation

The formation in areas not identified for filling shall be tyned a minimum 50mm and no more than 100mm and reformed, watered and rolled to achieve a well compacted and well-shaped formation within tolerance for cross fall.

No compaction testing is required on formation areas outside designated fill areas, however will be subject to visual inspection with the Superintendent as part of this acceptable criteria.

3.5.7 Tolerances

Construction Tolerances on earthworks are as follows:

Table 3.6 Tolerances on Earthworks

Item	Tolerance	
Field Dry Density	- 0% + 5% of specified compaction	
Depth of each fill layer	Within ±25 mm of maximum layer thickness	
Finished level of pavement subgrade	To allow road edge to drain	
Shape of pavement subgrade	Longitudinal	±20 mm below a 3.0 m straightedge
	Transverse	± 40mm below a 3.0 m straightedge
Cross Fall	Min 4% Max 6%	

The shape of the finished surface shall deviate below a 3.0 m straightedge, measured between any two points, by not more than the tolerances specified above.

3.5.8 Acceptance Criteria

Where test results show that the level of compaction of filling material that has been achieved is below the level specified, the areas or volumes represented by the tests (as determined by the Superintendent) may be rejected. The Contractor is to replace any defective material and re-work or further compact the area and re-submit it for further testing until the specified requirements are achieved and the Superintendent's approval received. All costs associated with remedial works and re-testing shall be the responsibility of the Contractor.

4 Pavement Subgrade

This section of the specification details the requirements for preparation of the formation and shall be read in conjunction with the earthworks section of this specification and the pavement design schedule as detailed on the drawings.

The subgrade shall include the top 100 mm of the formation directly under the pavement.

4.1 Construction and Workmanship

4.1.1 General

Preparation of the sub-grade shall follow formation of the earthworks, as detailed in the Site Preparation and Earthworks section of this specification.

4.1.2 Subgrade Preparation

Following the earthworks formation the subgrade shall be trimmed to produce a tight dense surface to the tolerances specified.

The subgrade shall be systematically compacted to the full width with appropriate compaction equipment to the specified compaction as detailed in the pavement design of the subgrade.

Where required the subgrade shall be moisture conditioned and compacted as detailed on the pavement design schedule. Moisture conditioning may include tyning of the subgrade and aeration to reduce the moisture content, prior to spreading and recompaction. Care shall be taken to ensure the subgrade is not affected by inclement weather during moisture conditioning process.

Trafficking of the subgrade by construction activities shall be kept to a minimum to reduce “pumping” of moisture from lower layers into the subgrade.

Subgrades shall be finished with adequate drainage to ensure the water runoff without ponding.

4.1.3 Maintenance of Subgrade

The Contractor shall maintain the subgrade to ensure that the shape and degree of compaction immediately prior to the placement of the first pavement course conforms to the requirements of the specification.

Trafficking of the subgrade by construction activities shall be kept to a minimum.

Subgrade that are affected by moisture subsequent to achieving the specified requirements shall be re-worked as required to achieve the specified requirements.

4.1.4 Proof Rolling

The Contractor shall undertake proof rolling in the presence of the Superintendent by moving a heavy vehicle over the subgrade to identifying unsuitable material. Proof Rolling shall be carried out within 24 hours of completion of subgrade preparation or prior to any trafficking by construction traffic on the subgrade.

The Contractor shall ensure that the approved vehicle (a fully laden water cart or similar) for proof rolling is on site when required for proof. Payment will not be made for transportation of the proof roll vehicle around the site.

The Superintendent will determine whether a section of subgrade shall not be proof rolled (e.g. over utility service with limited cover) and the method of proof rolling for small areas.

Once an area or lot has been proof rolled and accepted by the Superintendent, any damage to the subgrade due to weather or the Contractor’s activities shall be the responsibility of the Contractor. No further payment will be made for the repair of soft spots as a result of such damage.

4.1.5 Protection of the Subgrade

Immediately following approval of the subgrade the Contractor shall commence construction of the pavement to protect the subgrade from moisture from inclement weather and/or construction traffic.

4.1.6 Subgrade Remediation

Where directed by the Superintendent, the Contractor shall carry out remedial works to the affected areas as directed by the Superintendent:

In confined areas where movement is detected, the Contractor shall remove the suspect subgrade to the depth nominated by the Superintendent and replace and compact with quarry waste (PM3/55), screened quarry rubble (PM2/20) or stockpiled pavement material as directed.

In larger areas, the Contractor shall remove the suspect subgrade to the depth nominated by the Superintendent and backfill using rock ballast (RB65/RB100) rolled to provide a tight, compact working platform, to enable construction of the pavement layers as specified elsewhere.

4.2 Quality Requirements – Subgrade Preparation

4.2.1 Inspections

The following Hold Points are required during the subgrade preparation:

H-SG1	Approval and proof roll prior of the subgrade, prior to commencing pavement construction.
H-SG2	Acceptance of cross fall

4.2.2 Quality Testing / Inspection

The Contractor shall undertake testing of the subgrade at the following minimum frequency:

Table 4.1 Quality Testing Requirements for Subgrade Preparation

Item	Test type	Minimum Testing Frequency
Crossfall of formation	Electronic spirit level	6 per 2,000m

4.2.3 Tolerances

Construction tolerances are as follows:

Table 4.2 Tolerances on Subgrade Preparation

Item	Tolerance
Finished shape of subgrade	Absolute minimum each location 4% Minimum average of 6 tests = 5%

4.2.4 Acceptance Criteria

Areas where the subgrade damaged subsequent to meeting the specified requirements due to weather, vehicular traffic or the Contractor's activities shall be re-worked to meet the specified requirements at the Contractor's cost.

5 Granular Pavement

This section of the specification details the requirements for supply, spreading, compaction and maintenance of unbound granular pavements of 8m and 9m sheeting width. This section shall be read in conjunction with the pavement design details of the drawings.

5.1 General

This specification shall be read in conjunction with the following Standards and references, which are deemed to form a part of this specification.

DPTI Master Specification – Part R15 Supply of pavement materials

DPTI Master Specification – Part R21 Un-stabilised granular pavement

AS 1289 Methods of Testing Soils for Engineering Purposes

AS 1141 Sampling and Testing of Aggregates.

5.2 Materials – Granular Pavement

Granular pavement materials are to be as specified herein or as otherwise approved by the Superintendent.

The properties of the granular pavement material shall comply with the grading based requirements as specified in the DPTI Specification and as modified below, for use as an unsealed road material.

5.2.1 Quarried Pavement Materials

Quarried granular pavement material shall be suitable for the construction of unsealed roads with good adhesion between stone and fines.

The properties shall be consistent with DPTI Master Specification Part R15 “20mm Class 2 Quarried Pavement Material (Grading Based)” with the following modifications to suit unsealed roads.

- Linear shrinkage Min. 1.5
- Plasticity index Min 3
- 0.075 sieve Min 10
- 0.425 sieve Min 15

Alternatively, limestone rubble with cementing properties can be considered as an alternative.

At least 7 days prior to commencing work on site test certification shall be provided to the Superintendent for acceptance for the material the Contractor intends to use on the project.

5.3 Construction and Workmanship

5.3.1 General

Placement of each granular pavement layer shall not commence until the subgrade or underlying layers have been inspected by the Superintendent, and any preceding Hold Points have been released.

5.3.2 Placement of Granular Pavement

Each pavement layer shall be spread as a uniform homogeneous layer, which after compaction and trimming will provide the compacted layer thickness as specified.

Care shall be taken through the spreading process and at junctions with existing pavements to ensure material is uniform in moisture and particle distribution. Placement of the material shall be planned to reduce the number of joints between placement runs.

During and/or following the compaction process each layer shall be trimmed to produce a tight dense surface to the tolerances specified. Any areas identified as low shall be tyned, respread and recompacted.

5.3.3 Compaction of Granular Pavement

All pavement layers shall be systematically compacted with appropriate compaction equipment to ensure the full depth and full width of each layer.

Following compaction the surface finish of each unbound granular pavement layer shall be a tight dense surface, free of loose material, excessive slurry fines, or segregated 'bony' material

5.3.4 Moisture Control

Moisture shall be uniformly distributed through the material by use of ‘wet mix’ materials and/or spraying by fine mist sprays prior to spreading and compaction. Care shall be taken to ensure that fines are not washed out of the base during spraying operations.

5.4 Quality Requirements – Granular Pavements

5.4.1 Materials

Granular pavement materials shall be produced into identifiable lots and tested in accordance with this specification and the DPTI Master Specification.

Records of materials shall be kept in the form of delivery dockets or similar to enable traceability of materials incorporated into the pavement.

5.4.2 Inspections

The following Hold Point inspections are required during the construction of granular pavements:

H-GP1	Approval of pavement materials
H-GP2	Approval of subgrade and underlying pavement layers prior to the commencement of subsequent layers
H-GP3	Approval of completed pavement layers

5.4.3 Quality Testing

Where direct by the Superintendent, the Contractor shall dig test holes in the pavement at specified locations to ensure that minimum pavement thicknesses.

The contractor shall undertake testing of the granular pavement at the following minimum frequency:

Table 5.1 Quality Inspection and Testing Requirements for Granular pavements

Item	Test Type	Minimum Testing Frequency
Granular pavement material	Particle Size Distribution	One test per 1,000 tonne
	Atterberg Limits	One test per 1,000 tonne
Each granular material type	Maximum Dry Density	1 per material type
	Optimum Moisture Content	1 per material type
Pavement depth	Core	6 per 2,000m
Pavement width	Tape measure	6 per 2,000m
Cross fall	Electronic spirit level	6 per 2,000m
Pavement Hardness	Joint inspection	1 per 2,000m

The following test procedures shall be used for Quality testing:

Table 5.2 Test Procedures for Granular pavements

Test Type	Test Procedure
Particle Size Distribution	DPTI Test Procedure – TP134
Atterberg Limits	AS 1289 3.1.2 ,3.2.1, 3.3.1 and 3.4.1
Los Angeles Value	AS 1141.23
Foreign Materials Content	RTA Test Procedure – T276
Sampling of materials	DPTI Test Procedure – TP 226
Preparation of samples	AS 1289 1
Maximum Dry Density	AS 1289 5.2.1
Optimum Moisture Content	AS 1289 2.1.1 and AS 1289.2.1.4

Note:

- Dry Density Ratio shall be calculated to the nearest 0.1%.
- Density measurements shall be made to the nearest 0.01 tonne /m^3.
- Test location co-ordinates shall be measured to the nearest 100 mm.

5.4.4 Tolerances

Construction Tolerances on each finished granular pavement layer are as follows:

Table 5.3 Tolerances on Granular pavements

Item	Tolerance
Pavement depth	Minimum average of 6 test = 125mm Absolute minimum each location 100mm
Pavement width	±100mm
Pavement hardness	Accept/reject by Superintendent
Pavement Crossfall	Minimum average of 6 tests = 5% Absolute minimum each location 4%

5.4.5 Acceptance Criteria

Areas where the pavement fails to meet the specified requirements including:

- minimum thicknesses
- final surface cut does not have a tight surface glaze and is ravelling
- crossfall
- width

may be rejected (as determined by the Superintendent) and shall be reworked, moisture conditioned and respread and compacted to meet the specified requirements at the Contractor's cost.

Areas where the pavement is damaged subsequent to meeting the specified requirements due to weather, vehicular traffic or the Contractor's activities shall be reworked to meet the specified requirements at the Contractor's cost.

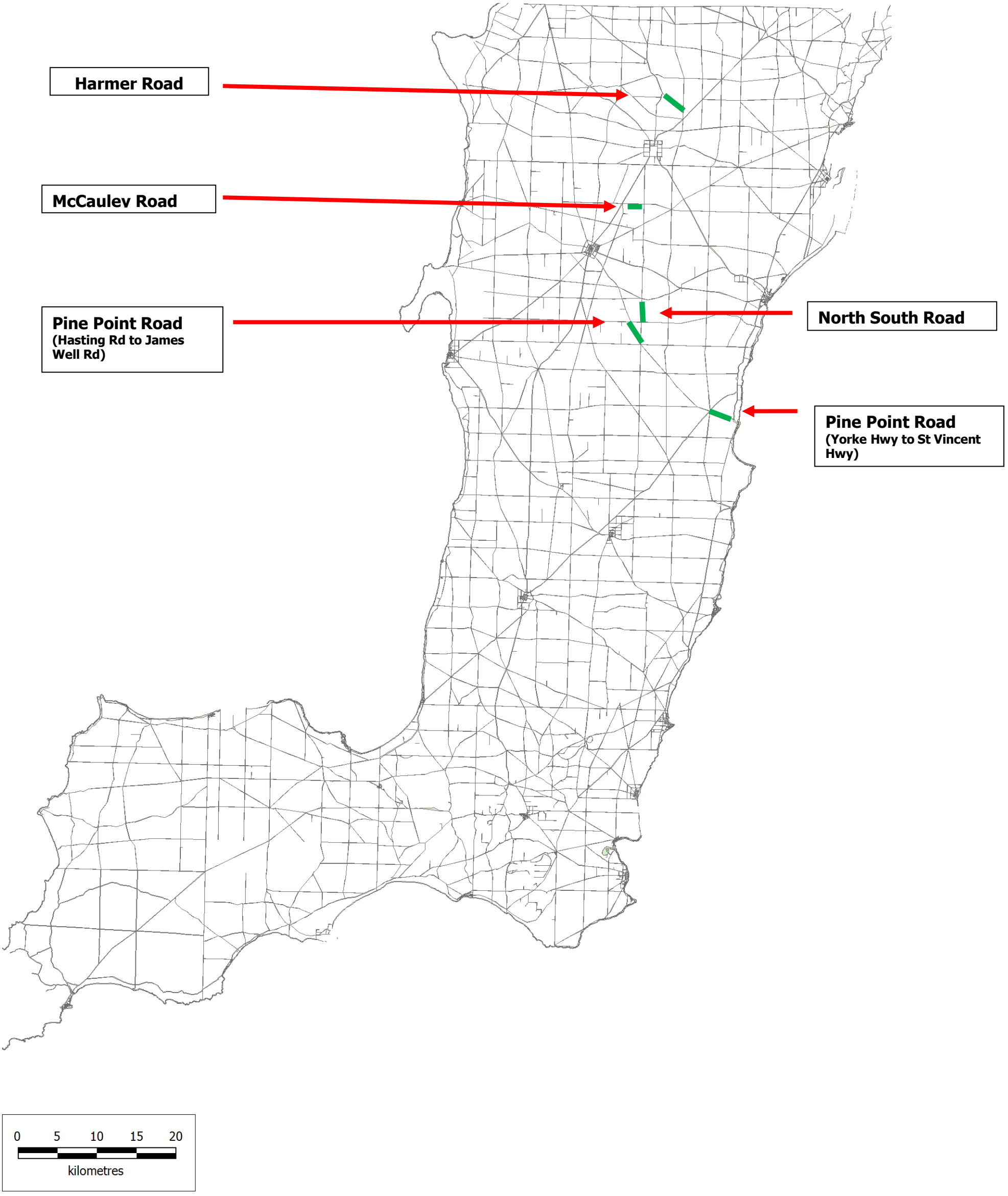
5.4.6 Maintenance Period

The Contractor is to maintain the roads constructed for a period of 12 months from the date of Practical Completion. A final inspection is to occur after the 12-month period to hand over the constructed roads to Council.

Appendix A

Drawings

LOCATION OF ROAD SEGMENTS



Tuesday, 14 June 2016

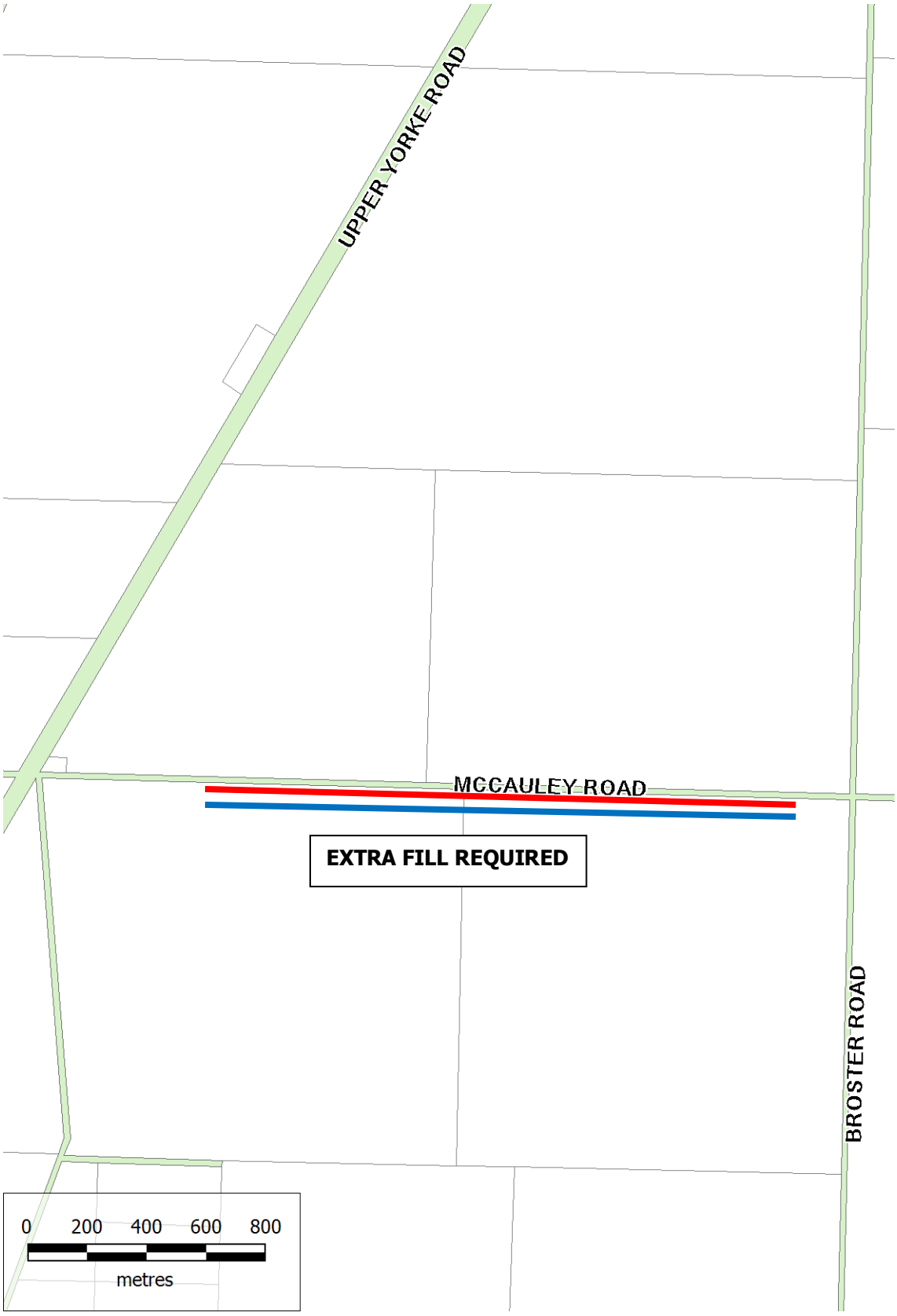
HARMER ROAD – 2KM (SEGMENT IN RED)

EXTRA FILL REQUIRED – 2000M @ 300MM X 8M = 4800M³ (IN BLUE)

Tuesday, 12 July 2016

McCAULEY ROAD – 2KM (SEGMENT IN RED)

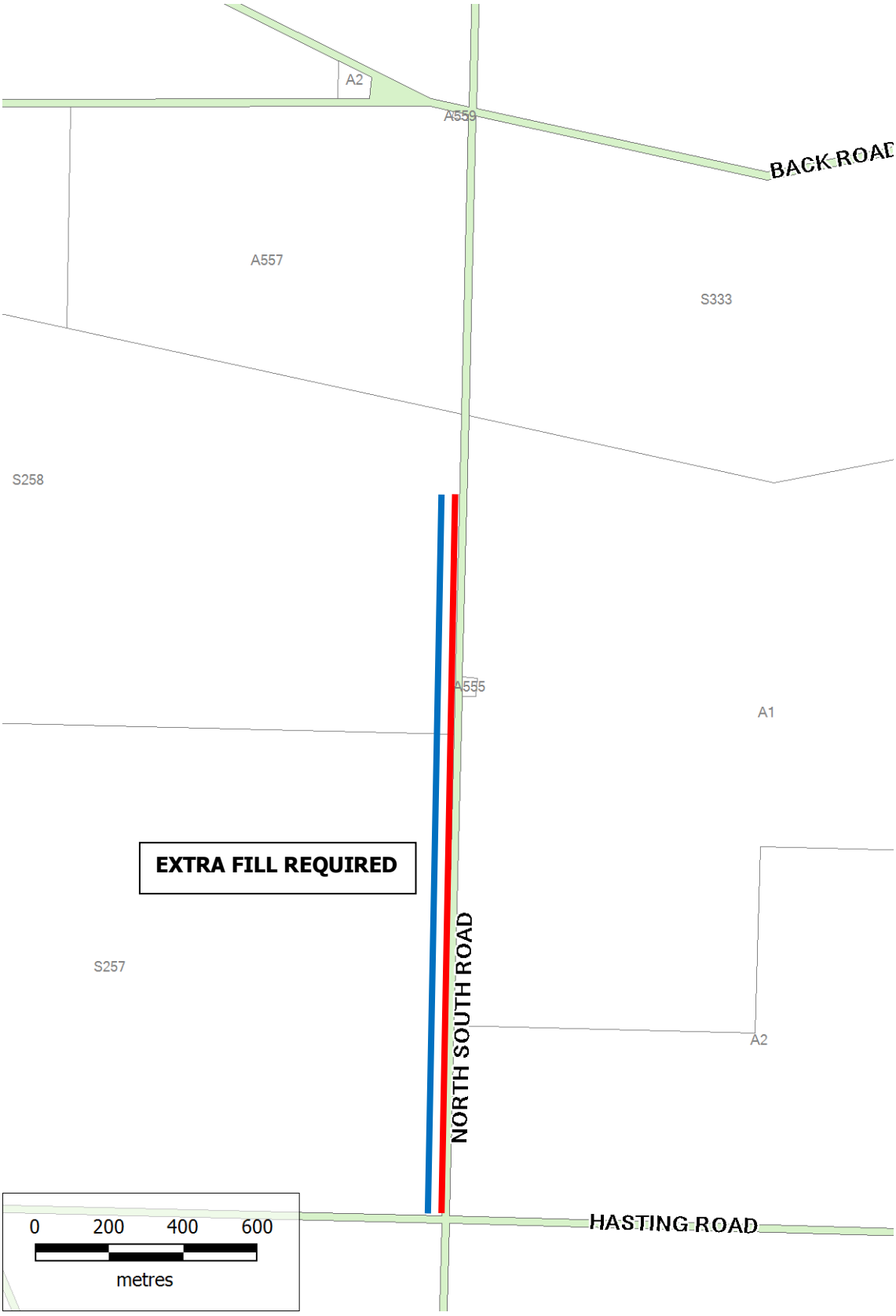
EXTRA FILL REQUIRED – 2000M @ 300MM X 8M = 4800M³ (IN BLUE)



Tuesday, 12 July 2016

NORTH SOUTH ROAD – 2KM (SEGMENT IN RED)

EXTRA FILL REQUIRED – 2000M @ 200MM X 8M = 3200M³ (IN BLUE)



Tuesday, 12 July 2016

PINE POINT ROAD – 3KM (SEGMENT IN RED)

Tuesday, 12 July 2016

PINE POINT ROAD – 3.1KM (SEGMENT IN RED)

EXTRA FILL REQUIRED – 1700M @ 400MM X 9M = 6120M³ (IN BLUE)

Tuesday, 12 July 2016

PRINCIPAL OFFICE:
8 Elizabeth Street, Maitland
Telephone (08) 8832 0000
ALL CORRESPONDENCE TO:
PO Box 57, MAITLAND, SA 5573
Fax (08) 8853 2494
Email: admin@yorke.sa.gov.au
Website: www.yorke.sa.gov.au

CONTRACTOR INFORMATION REQUEST	SF228
	Responsible Officer: Risk Management Officer
	Issue Date: 18/05/2016
	Next Review Date: April 2019

ALL CONTRACTORS MUST COMPLETE THIS FORM AND PROVIDE RELEVANT INFORMATION BEFORE COMMENCING WORK

Business Name:			
Personal Name:			
Address:	…… ……		
Phone:	H:	Fax:	Mob:
Email:			

The above stated Contractor acknowledges this Agreement relates to any services provided which require the production of a specified result on behalf of Yorke Peninsula Council (Principal Contractor) for the negotiated price based on the specific work required. The contractor is not committed to personally carry out any negotiated contract and may engage others to do the work but agrees to fix any defects before any final payment is released.

To enable Council to comply with Australian taxation and other applicable Legislation, the Contractor provides the following information and warrants it to be true and correct:

Description of Trade:			
Type of Business:	Sole Trader:	Yes ☐	No ☐
	Company:	Yes ☐	No ☐
	Partnership:	Yes ☐	No ☐
Company and/or Business Number:	ABN:	ACN:	

Unless there is an ABN or ACN provided, Council is obliged to deduct tax at the full rate from any payments due to the contractor.

Contractor General and Insurance Information

Public Liability Insurance

What is Public Liability Insurance? Insurance indemnifying the Insured against legal liability for personal injury and/or property damage claims made by third parties as a result of an accident occurring in connection with the Insured's (Contractor's) business. Required by all companies to protect them against claims arising from personal injury or property damage caused by their actions.	Do you have Public Liability Insurance?	Yes☐ No ☐
	Public Liability Insurance Expiry Date:	_____/_____/_____
	Copy of your certificate of currency attached?	Yes☐ No ☐

A Certificate of Currency is ONLY issued by your insurance company or Broker.

Professional Indemnity Insurance

What is Professional Indemnity Insurance? Insurance indemnifying the insured against claims for breach of "Professional Duty" arising out of any negligent act, error or omission. It is relevant for professionals who give advice or act on behalf of Council and covers legal liability resulting from their negligence or a breach of their duty of care. Examples of professionals where this would be required include consultants, lawyers, doctors, accountants and insurance brokers.	Do you have Professional Indemnity Insurance?	Yes☐ No ☐
	Professional Indemnity Insurance Expiry Date:	_____/_____/_____
	Copy of your certificate of currency attached?	Yes☐ No ☐

Return to Work Corporation of SA Act

Do you employ staff?	Yes☐ No ☐
If yes, are you a registered employer with Return to Work SA?	Yes☐ No ☐
Policy Expire Date:	_____/_____/_____
Copy of Policy attached?	Yes☐ No ☐

Sickness/Accident Insurance

Do you have Sickness/Accident Insurance?	Yes☐ No ☐
Insurance Expiry Date:	_____/_____/_____
Copy of Insurance Certificate attached?	Yes☐ No ☐

CONTRACTOR WORK HEALTH AND SAFETY

WHS Policies and Procedures

Do you have WHS Policies and Procedures for your company?	Policies: Yes☐ No ☐	Procedures: Yes☐ No ☐
Copies of relevant documents attached?		Yes☐ No ☐

Health and Safety Record

Has your company ever been prosecuted or fined under the WHS Act or related legislation?	Yes☐ No ☐

Safe Systems of Work

It is Councils requirement that all Contractors complete a JSA prior to starting any works or contract.

Does your company undertake?	Job Safety Analysis (JSA):	Yes☐ No ☐
	Safe Operating Procedures (SOP):	Yes☐ No ☐
	Safe Work Instructions (SWI):	Yes☐ No ☐
Copy of JSA/SOP/SWI attached?		Yes☐ No ☐
Have workers been provided with appropriate personal protective equipment (PPE), suitable for the work to be performed?		Yes☐ No ☐
Are first aid kits in all vehicles and have workers been instructed in the use of their contents (if appropriate)?		Yes☐ No ☐
Do you have an accident/incident reporting and investigation process?		Yes☐ No ☐
Are Safety Data Sheets readily available for all chemicals to be used onsite?		Yes☐ No ☐
Does your company undertake regular worksite WHS Inspections?		Yes☐ No ☐

The Contractor acknowledges this Contractor Agreement relates to the Principal Contractors WHS Induction to sites and agrees with the controls as listed below:

Induction:	Before commencing on Council sites, Contractors are required to ensure the following: 1. General Induction: a. Council Contractor Agreement completed and signed. b. Contractor to provide the Principal Contractor with a copy of their WHS policy/statement. For contracts over $250,000, the Contractor is to provide a WHS Management Plan and ensure their team members are aware of the Plan which must be followed in conjunction with the Principal Contractors WHS requirements. The plan must be kept with the contractor at any time. c. The contractor must inform all sub-contractors of the Principal Contractors site requirements and ensure they are followed at all times. This Plan must be kept in the contractors and/or team members at any time 2. Site Induction: a. Contractor Site Risk Assessment upon commencement on each specific Councils site.

CONTRACTOR ENVIRONMENTAL RULES AND CONTROL MEASURES

Everybody has a legal responsibility to take all reasonable and practicable measures to minimise or prevent environmental harm.

Council implements Environmental Protection best practice management designed to comply with the State Environmental Protection laws and local Council by-laws. This will include erosion control, sediment control and barriers, street sweeping and stabilised entry, where practicable.

The Contractor shall ensure these practices are respected through due diligence, thoughtful work practices and proper clean up. These practices include awareness of community expectations in relation to noise and dust control, minimisation of sediment run-off through silt/debris collection and minimisation of soil disturbance and erosion from excavating and earth movement.

Sand and soil stockpiles shall be placed wholly on the construction site behind sediment barriers.
The Site Supervisor must approve removal of any such barriers. Soil/sediment build-up in or near gutters must be cleaned if there is a *real or potential* threat to the environment.

Concrete waste, household paint, oil, fuel, herbicides and pesticides must not be allowed to wash into gutters.
The Contractor must ensure immediate clean-up if this occurs.

Entry and exit to work site should be by stabilised area
Any stabilised site access must not be altered without the Site Supervisor's approval.

During the provision of *Services* the Contractor will not place any material that is *reasonably expected to move* in a position on the site that has the "potential" of eroding or washing away.

The Contractor shall clean-up any *real or potential* environmental problem at the end of the day and before a rain event. Refuse must be placed in the designated containment area before the Contractor leaves each day.

Breach of these Site Environmental Protection and Control Measures constitutes a breach of the Contractor's Agreement with Council.

CONTRACTOR TRADE AND QUALIFICATIONS

Company Name:			
Contractor Name:			
Builder/Trade Licence No.		Expiry Date:	_____/_____/_____

If Applicable

Sub-Contracting Company Name:			
Sub-Contractor Name:			
Builder/Trade Licence No.		Expiry Date:	_____/_____/_____

Employee Full Name	**Builders Licence**	**White Card Number**	**Certificates Required to carry out Work i.e. Scaffolder/rigger**	**Date Council Received**

Schedule 1 – Composition of Tender

Project: **Harmer Road / McCauley Road / North South Road / Pine Point Road Unsealed Road Construction** **Contract No. 20155483S003C**

The Tenderer shall show the lump sum cost of each item in the following schedule for the scope of works for **all roads**.

Item	Description	Amount ($AUD)
1	Preliminaries	$……
2	Formation Works	
	2.1 Fill (18,920m^3) provisional sum	$……
	2.2 Formation	$……
3	Pavement Construction	$……
4	Pavement Maintenance	$……
	Tender Lump Sum Amount (excluding GST)	$……
	Tender Provisional Sums (excluding GST)	$……
	TENDER SUM (excluding GST)	$……
	GST	$……
	GROSS TENDER SUM (including GST)	**$**……

The Tenderer shall show the lump sum cost of each item in the following schedule for **Harmer Road**.

Item	Description	Amount ($AUD)
1	Preliminaries	$……
2	Formation Works	
	2.1 Fill (4,800m^3) provisional sum	$……
	2.2 Formation	$……
3	Pavement Construction	$……
4	Pavement Maintenance	$……
	Tender Lump Sum Amount (excluding GST)	$……
	Tender Provisional Sums (excluding GST)	$……
	TENDER SUM (excluding GST)	$……
	GST	$……
	GROSS TENDER SUM (including GST)	**$**……

The Tenderer shall show the lump sum cost of each item in the following schedule for **McCauley Road**.

Item	Description	Amount ($AUD)
1	Preliminaries	$……
2	Formation Works	
	2.1 Fill (4,800m^3) provisional sum	$……
	2.2 Formation	$……
3	Pavement Construction	$……
4	Pavement Maintenance	$……
	Tender Lump Sum Amount (excluding GST)	$……
	Tender Provisional Sums (excluding GST)	$……
	TENDER SUM (excluding GST)	$……
	GST	$……
	GROSS TENDER SUM (including GST)	**$**……

The Tenderer shall show the lump sum cost of each item in the following schedule for **North South Road**.

Item	Description	Amount ($AUD)
1	Preliminaries	$……
2	Formation Works	
	2.1 Fill (3,200m^3) provisional sum	$……
	2.2 Formation	$……
3	Pavement Construction	$……
4	Pavement Maintenance	$……
	Tender Lump Sum Amount (excluding GST)	$……
	Tender Provisional Sums (excluding GST)	$……
	TENDER SUM (excluding GST)	$……
	GST	$……
	GROSS TENDER SUM (including GST)	**$**……

The Tenderer shall show the lump sum cost of each item in the following schedule for **Pine Point Road (Hasting Rd to James Well Rd)**.

Item	Description	Amount ($AUD)
1	Preliminaries	$……
2	Formation Works	
	2.1 Fill (0m^3) provisional sum	$……
	2.2 Formation	$……
3	Pavement Construction	$……
4	Pavement Maintenance	$……
	Tender Lump Sum Amount (excluding GST)	$……
	Tender Provisional Sums (excluding GST)	$……
	TENDER SUM (excluding GST)	$……
	GST	$……
	GROSS TENDER SUM (including GST)	**$**……

The Tenderer shall show the lump sum cost of each item in the following schedule for **Pine Point Road (Yorke Hwy to St Vincent Hwy)**.

Item	Description	Amount ($AUD)
1	Preliminaries	$……
2	Formation Works	
	2.1 Fill (6,120m^3) provisional sum	$……
	2.2 Formation	$……
3	Pavement Construction	$……
4	Pavement Maintenance	$……
	Tender Lump Sum Amount (excluding GST)	$……
	Tender Provisional Sums (excluding GST)	$……
	TENDER SUM (excluding GST)	$……
	GST	$……
	GROSS TENDER SUM (including GST)	**$**……

Schedule 2 – Schedule of Unit Rates and Quantities

Project: **Harmer Road / McCauley Road / North South Road / Pine Point Road Unsealed Road Construction** **Contract No. 20155483S003C**

The Tenderer shall provide unit rates for each item shown in the following schedule. The rates are to include any plant, equipment, labour, material, overhead, obligation, liability, supervision and profit margin but exclude GST.

Tenderers shall provide a quantity for each item. Except for provisional quantities, the quantities included in this schedule do not form part of the Contract and are entirely at the Tenderer's risk.

The rates and quantities provided by the Tenderer in this schedule will be used as the basis for assessing tenders, progress payments and variations to the Contract, as considered appropriate by the Superintendent.

If the Schedule of Unit Rates and Quantities omits an item necessary for the satisfactory completion of the works, the Tenderer shall insert the omitted item in the schedule with a rate and quantity. If the Tenderer fails to do so, the cost of the item shall be deemed to be included within other items of the schedule.

Item	Description	Unit	Quantity	Rate
1.0	**Preliminaries**			
1.1	Establishment	Item	.....	.....
1.2	Insurances	Item	.....	.....
1.3	Site facilities and security	Item	.....	.....
1.4	Site management (QA, WHS)	Item	.....	.....
1.5	Environmental management provisions	Item	.....	.....
1.6	Traffic Management.	Item	.....	.....
1.7	Set-out Survey	Item	.....	.....
1.8	As-built and Verification Survey	Item	.....	.....
1.9	Compaction Testing (fill only)	Item	.....	.....
1.10	CITF Levy	Item	.....	.....
1.11	Locate and protect existing overhead and underground services	Item	.....	.....
1.12	De-mobilisation including removal of compound	Item	.....	.....
	Other (please specify):		.....	.....
2.0	**Site Preparation and Earthworks**			
2.1	Clearing and Disposal of Vegetation	Item	.....	.....
2.2	Supply and place imported fill material where shown on plans (provisional sum)	m^3	18,920	
2.3	Cut to spoil to landfill including cartage and dump fees	tonne	.....	.....
2.4	Ripping Rock to create formation (rate only)	m^3	Rate Only	.....
	Other (please specify):			

Item	Description	Unit	Quantity	Rate
3.0	**Pavement Construction**			
3.1	Shape and compact existing subgrade including proof roll	m^2	……	……
3.2	Subgrade Replacement (excavate, remove and replace with suitable material) – Rate only	m^3	Rate Only	……
3.3	Supply, place and compact **100** mm thick quarried pavement material as a unsealed road wearing surface	m^2	……	……
3.4	Supply, place and compact **150** mm thick quarried pavement material as a unsealed road wearing surface	m^2	……	……
	Other (please specify):		……	……
4.0	**Pavement Maintenance**			
4.1	Maintain the pavement for a period of 12 months after Practical Completion is achieved			
	Other items (please specify):		……	……

Note: All rates exclude GST

Schedule 3 – Schedule of Daywork Rates and Charges

Project: **Harmer Road / McCauley Road / North South Road / Pine Point Road Unsealed Road Construction** **Contract No. 20155483S003C**

The rates nominated in this Schedule shall be applicable to all Dayworks authorised by the Superintendent regardless of the aggregate quantity of Dayworks carried out. All rates are to exclude GST.

Plant

The Tenderer shall provide rates for all types of plant and any specialist equipment that will be employed on the Works. The rates shall not include any allowance for plant operators.

Type	Make and Model	Hourly Hire Rate for Daywork	
		Working	Stand-By
.....	.....	.....	.....

= ..... times hourly rate(s)

Weekly Rate = ... times hourly rate(s)

Labour

The Tenderer shall provide rates for all classifications of labour which are to be employed on the Works.

Classification	Hourly Hire Rate for Daywork
.....	.....

Schedule 4 – Schedule of Subcontractors and Suppliers of Materials

Project: **Harmer Road / McCauley Road / North South Road / Pine Point Road Unsealed Road Construction** **Contract No. 20155483S003C**

The Tenderer shall provide the names of any proposed subcontractors and material suppliers in the schedule below. The Principal reserves the right to reject any of the subcontractors and material suppliers listed by the Tenderer in this schedule and request the name(s) of alternative subcontractors or material suppliers.

Nature and Extent of Subcontract Work or Service	Name and Address of Proposed Subcontractor or Material Supplier
.....	.....

Schedule 5 – Methodology for Placing and Compacting Unseal Road Material

Project: Harmer Road / McCauley Road / North South Road / Pine Point Road Unsealed Road Construction

Contract No. 20155483S003C

The Tenderer shall provide the details of its approach to constructing unsealed road wearing surface. Include the experience of grader operator and describe how material will be delivered, spread, compacted, watered and the equipment used.

……..…

Production Rate

Based on the equipment and methodology proposed for this project it is anticipated the production will be

……..…. **days / km**