

# **GREAT RIVER ROAD TOURISM ROUTE**

## **The Great River Road - Landscaping**

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### **REQUEST FOR QUOTE**

**RFQ No. 2017/18-32**

**TOWONG SHIRE COUNCIL**

**MAY 2018**

Prepared by:  
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## 1 INTRODUCTION

### 1.1 Background

The upgrade of the Great River Road was highlighted as a key opportunity by the Upper Murray community during consultation regarding the Upper Murray 2030 Vision Plan. Upgrading the route has the potential to create an iconic drive to rival that of the Great Ocean Road and drive tourism to the wider Upper Murray region.

### 1.2 Scope of Works

Towong Shire Council (TSC) is seeking a price to provide landscaping to key sites along the Great River Road. Please refer to the attached schedules for further detail; including quantities, design specifications and locations.

Site Locations include (Listed from East to West):

1. Talgarno Wayside Stop, Victoria 3691.
2. Granya Wayside Stop, Victoria 3701.
3. Mt Alfred Gap Lookout, Mt Alfred Victoria
4. Jim Newman Wayside Stop, Victoria.
5. Tintaldra, Victoria 3708.
6. Corryong Wayside Stop, Victoria 3707.
7. Khancoban Wayside Stop, New South Wales 2642.

The included Landscaping and Planting Schedules (see Section 5 - Attachments) include prescribed varieties of plants and trees for each of the nominated sites as well as approximate areas for garden beds and pathways. The anticipated quantity of each plant is at the discretion of the tenderer, however in general, garden beds are to include approximately 50% of 'grassy' plants such as a Dianella with the remaining 50% to be made up from the other prescribed plants dispersed in a manner that is suitable to their variety and to provide appealing aesthetics.

Where the removal of trees is required, the Tenderer to allow for removal of all waste.

All pathways to be prepared and installed with 150mm Granitic sand. Steel edging 3mmx75mm applicable where seating areas or paths meet with garden beds.

Note: The Tenderer is not responsible for the supply of the Granitic Sand for paths and seating areas. This will be provided by the Towong Shire Council. The Tenderer should only allow for the preparation of the area and install. The tenderer to provide rates for the cartage of Granitic Sand from Tallangatta to each site.

#### 1.2.1 Site works

1. Site preparation as required including safety requirements.
2. Site set-out to be approved by client prior to commencement of works.
3. Necessary authority inspections & approvals.
  - a. Including but not limited to:
    - i. "Dial Before You Dig" applications.
4. No provision for site amenities, including power, will be provided. Tenderers should allow all necessary site amenities to complete the works.
5. All plant, materials equipment to be stored & maintained to ensure public safety.
6. Make-good sites on completion of works.

### **1.2.2 Works by Others**

1. Towong Shire Council to supply (excluding cartage) granitic sand for paths and seating areas.
2. All authority fees associated with the works.

### **1.3 Timing**

Contract will be awarded by 30 May 2018.

It is anticipated all sites will be ready for landscape works to begin by August 2018.

### **1.4 Form of Contract**

The contract will be a Lump Sum Contract, not subject to rise and fall and exclusive of GST (Goods and Services Tax). The form of contract shall be **General Conditions of Contract AS2124 – 1992**.

A copy of the Contract is not included in the Tender documents. Tenderers should make their own arrangements to obtain and review a copy of the Contract.

Part A of the General Conditions of Contract have been included as part of the Tender Conditions.

### **1.5 Construction Work Hours**

A detailed construction program is to be submitted by all Tenderers. Tenderers are expected to assume all materials have already been provided by others as required in the construction program.

### **1.6 Site Inspection**

It is the Tenderer's responsibility to thoroughly inspect the existing site conditions and surrounding area prior to submitting their Tender.

### **1.7 Enquiries**

Any enquiries regarding the Tender Conditions, Tender Documents or other aspects of the Tender should be directed to the designated Contact Person:

**Name:** James Filby

**Phone:** 0498 498 282

**E-mail:** [jfilby@akps.com.au](mailto:jfilby@akps.com.au)

### **1.8 Discrepancies, Errors and Ambiguities**

It is the responsibility of the Tenderer to peruse the Tender Information, Conditions of Tender and all Tender Documents with a view of identifying any discrepancies, errors or ambiguities.

Should the Tender find any discrepancies, errors or ambiguities they shall immediately notify the designated contact person. Following such notice, Towong Shire Council may issue an addendum to clarify the issue.

## 2 CONDITIONS OF TENDERING

### 2.1 The Tenderers Obligation

In submitting a Tender, the Tenderer acknowledges they are bound by the Conditions of Tender and accompanying Tender Documents.

### 2.2 Non-conforming Tenders

Should a Tender be considered non-conforming, Towong Shire Council may, at its sole discretion, determine if that Tender should be considered as part of the Tender Evaluation process. Non-conforming Tenders may include those which do not meet the requirements set out in the Tender Documents, Submission Requirements or other aspects of the Conditions of Tender.

### 2.3 Lodging Tenders

**All responses must be lodged electronically via email to [jfilby@akps.com.au](mailto:jfilby@akps.com.au)**

**Responses must be lodged no later than 9:00 AM, Monday 28th May 2018.**

It is essential that enough time is allowed to send and commit your response before the Closing Date and Time.

A Tender which is not received by the closing time and by the means described will be deemed non-conforming.

### 2.4 Tender Assessment

During the Tender assessment period, the Tenderer should be prepared to discuss the Tender in detail.

The information furnished in the schedules will be used in assessing the Tenderer's resources and technical and financial capabilities to complete the Work as specified.

Notwithstanding any other requirements of the Tender, the Towong Shire Council may require the Tenderer to submit additional information to allow further consideration of the Tenders.

Should the Tenderer fail to submit any of the information so required by the date and time stipulated by the Towong Shire Council, the Tender may be rejected.

## 2.5 Tender Evaluation Criteria

The following factors will form the basis for the comparative evaluation of Tender:

Criteria	Description
Price	Commensurate Tender Price
Qualifications and Previous Performance	Qualifications and technical experience of the project team
	Demonstrated experience in similar projects
	Evidenced Quality Management Systems and performance
	Evidenced WHS Management Systems and performance
Delivery	Methodology to be employed
	Capacity to complete Scope of Works within the established timeframe
Social	Local employment growth or retention

## 2.6 Tender Acceptance

The Towong Shire Council shall not be under any obligation to proceed with this Contract, or be bound to accept the lowest, or any Tender.

## 2.7 Tender Documents

### 2.7.1 Tender Documents – General

The Tender Documents shall include Tender information as issued as part of the Tender. These include:

- a) Construction Contract (by reference).
- b) Schedules to the Construction Contract.
- c) Project Specifications as listed.
- d) Drawings as listed.
- e) Conditions of Tender.
- f) Tender Forms.
- g) Additional Information as listed in the document register and included in the Tender Documents.

### 2.7.2 Document Issue

All Tenderers will have made available a PDF Electronic copy of the Tender Documents. Hard copies can be viewed at the Council office on arrangement with the designated contact person.

### 2.7.3 Ownership of Tender Documents

Towong Shire Council retains ownership of all Tender Documents issued as part of the Tender process.

### 2.7.4 Accuracy of the Tender Information

Whilst every effort has been made to ensure all Tender Information is true and accurate, the Tenderer must satisfy themselves of this fact. Towong Shire Council or its agents do not warrant the accuracy of this information.

### ***2.7.5 Confidentiality and Copying***

All Tender Information provided as part of this Tender should be treated as confidential by the Tenderer. The Tenderer must only copy or reproduce the Tender Information for the purpose of preparing or submitting the Tender Submission.

### ***2.7.6 Others to be Bound***

The Tenderer shall ensure that any employee, agent or contractor to it, or any other person to whom it supplies the Tender Information will be bound by the same terms as outlined in these Conditions of Tender.

## **2.8 Information for Tenderers**

### ***2.8.1 Tenderer to Become Informed***

Prior to submitting a Tender, the Tenderer must ensure that they have:

- a) Reviewed and understood all Tender Documents and Tender Information.
- b) Reviewed and understood the General Conditions of Contract AS 2124 - 1992.
- c) Considered all risk associated with the works as described.

### ***2.8.2 Design***

Elements of the proposed works will call for the Contractor to provide a Design and Construction Submission as part of the Tender Submission. Where applicable, the Contractor must ensure the necessary allowance has been made for provision of these works including but not limited to:

- a) Compliance with relevant Australian Standards and Regulatory Requirements.
- b) Necessary qualification and insurances to undertake the design.
- c) Documentation submitted for approval prior to works commencing.
- d) Certification on completion.
- e) "As Built" documentation on completion.

## **2.9 Tender Submission**

### ***2.9.1 Tender Program***

As part of the Tender Submission the Tenderer shall provide Towong Shire Council with a detailed construction program outlining the main elements of the project delivery.

The Tender Program should identify at least the following:

- a) Project critical path.
- b) Key milestone dates which may impact on the overall completion date.

### ***2.9.2 Costs to Tenderers***

The Tenderer acknowledges that all costs associated with the review, preparation and submission of the Tender are to be borne by the Tenderer.

### ***2.9.3 Completed Documents to be Lodged with Tender***

All Tenderers should ensure their Tender submission includes the following documents:

- a) Tender Form and associated schedules.
- b) WHS Policy, Management Plan and other relevant documents.
- c) Environmental Policy, Management Plan and other relevant documents.
- d) Addenda Form (if applicable).
- e) Schedule of Labour Rates.
- f) Program / Schedule in Gantt Chart form.
- g) Evidence of relevant certifications and licences.
- h) Evidence of relevant insurances including:
  - i. Workers Compensation.
  - ii. Public Liability (in accordance with Part A).
  - iii. Other relevant policies.

The Tenderer should also include documents that address each item identified in Section 2.5 - Tender Evaluation Criteria.



### 3 REQUEST FOR TENDER FORMS

#### 3.1 TENDER FORM

##### 3.1.1 PART 1 – Tender Price (Excluding GST)

We, the undersigned, are willing to execute the Works in accordance with the Conditions of Contract, Specification and Drawings referred to therein for:

<b>TENDER PRICE BREAKUP (See attached Landscaping BOQ)</b>		
<b>Item</b>	<b>Description</b>	<b>Price \$ (Excluding GST)</b>
1.	Landscaping at Talgarno Wayside Stop	\$
2.	Landscaping at Granya	\$
3.	Landscaping at Mt Alfred Gap	\$
4.	Landscaping at Jim Newmans Wayside Stop	\$
5.	Landscaping at Tintaldra	\$
6.	Landscaping at Corryong Wayside Stop	\$
7.	Landscaping at Khancoban Wayside Stop	\$
	<b>Sub-Total (Ex GST)</b>	\$

**3.1.2 PART 2 – Schedule**

Contractors are to submit a completed bill of quantities table as attached, showing a cost breakdown of elements totalled to equal the Contract Sum, all figures **excl. GST**.

Time to Completion of all works: ..... Working Days, based on 36 hr week.

**3.1.3 PART 3 – Rates and Conditions**

1. The following items relate to our Tender and will form part of the Contract:
2. We undertake, in the event of your acceptance of this Tender, to execute a Contract embodying all the conditions and terms contained.

3. We agree to abide by this Tender for a period of Sixty (60) calendar days from the date fixed for receipt of same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

4. We understand that you are not bound to accept the lowest or any Tender you receive.

5. ~~Our Building Practitioners Registration Number is:~~

6. ~~We have Structural Defects Insurance Cover of:~~ \$ .....

Insured with: .....  
(name of Insurance Company)

**3.1.4 PART 4 Authorisation**

DATED this ..... day of ..... 20 .....

SIGNATURE ..... in the capacity of .....

duly authorised to sign Tenders for and on behalf of .....

ADDRESS: .....

### 3.2 Schedule of Labour Rates

Fill out applicable fields only.

TRADE	LABOUR RATE	
Project Manager	\$	/hour
Site Supervisor	\$	/hour
Concreter	\$	/hour
Civil Contractor	\$	/hour
Labourer	\$	/hour
	\$	/hour
	\$	/hour
	\$	/hour
	\$	/hour

### **3.3 Warranty Schedule**

It is expected that the contractor will guarantee a plant survival rate of not less than 85% for a period of 12 weeks from the date of practical completion.

#### **Warranty Requirements**

- A. The Contractor or other approved warrantors are to provide written warranties where so specified elsewhere in this specification.
- B. Each warranty is to be in approved form, refer Appendix 1.
- C. Warranty periods are to commence from the date of the Notice of Practical Completion.

## 4 PART A - GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract AS2124 - 1992 together with the Annexure Part A hereunder, shall form part of this Contract.

### ANNEXURE to the Australian Standard

# PART A

#### General Conditions of Contract (AS2124 - 1992)

1	The law applicable is that of the state of: (Clause 1)	Victoria
2	Payments under the Contract shall be made at: (Clause 1)	Tallangatta, Victoria
3	The Principal: (Clause 2)	Towong Shire Council
4	The Address Of The Principal:	32 Towong Street (PO Box 55) Tallangatta Victoria 3700
5	The Superintendent: (Clause 2)	Director Technical Services
6	The address of the Superintendent:	32 Towong Street (PO Box 55) Tallangatta Victoria 3700
7	Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3/(b))	Not Applicable
8	Bills of Quantities- the alternative applying: (Clause 4.1)	Alternative 2
9	The time lodgement for the priced copy of the Bills of Quantities: (Clause 4.2)	Not Applicable
10	Contractor shall provide security in the amount of: (Clause 5.2)	5% of the Contract Sum (excl. GST), in the form of two (2) bank guarantees to the value of 2.5% of the Contract Sum (excl. GST) each or Towong Shire Council will retain cash retention to a maximum of 10% of each claim until 5% of the contract value is reached.
11	Principal shall provide security in the amount of: (Clause 5.2)	Not Applicable
12	The period of notice required of a party's intention to have recourse to retention moneys and / or to convert security: (Clause 5.5)	14 days
13	The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	2.5% of Security of the Contract Sum to be released upon the Award of the Practical Completion, the balance will be released at the end of the Defects Liability Period and in accordance with the Letter of Award.
14	Interest on retention moneys and security the alternative applying: (Clause 5.9)	Alternative 2

14A	Delegates of the Principal for the issue of approvals and notices: (Clause 7)	
	Clause 5.3 Form of Security	The Superintendent
	Clause 5.4 Time for Lodgement of Security	The Superintendent
	Clause 8.3 Supply of Documents by the Principal	The Superintendent
	Clause 27.1 Possession of Site	The Superintendent
15	The number of copies to be supplied by the Principal: (Clause 8.3)	1 (Max A3 format)
16	The number of copies to be supplied by the Contractor: (Clause 8.4)	1 (Max A3 format)
16A	Order of precedence to be applied in interpreting the Contract: (Clause 8.1)	<ul style="list-style-type: none"> <li>(a) Formal Instrument of Agreement dated ## ## ## ## ##</li> <li>(b) Letter of Acceptance of Tender dated ## ## ## ## ##</li> <li>(c) AS2124- 1992 General Conditions of Contract and Annexure part A;</li> <li>(d) Drawing numbered, as listed in the Formal Instrument of Agreement</li> <li>(e) Specifications, as listed in the Formal Instrument of Agreement</li> <li>(f) Draft construction Program</li> </ul>
17	The time within which the Superintendent must give a direction as to the suitability and return the Contractor(s) copies: (Clause 8.4)	14 days
18	Work which cannot be subcontracted without approval: (Clause 9.2)	Nil
19	The percentage for profit and attendance: (Clause 11 (b))	Nil
20	The amount or percentage for profit and attendance: (Clause 11 (c))	Nil
21	Insurance of the works- the alternative applying: (Clause 18)	Alternative 1
22	The assessment for insurance purposes of the 10% of Contract Sum costs of demolition and removal of debris: (Clause 18 (ii))	10% of contract sum
23	The assessment for insurance purposes consultant fees: (Clause 18 (iii))	10% of contract sum
24	The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil
	The additional amount or percentage: (Clause 18 (v))	Nil

26	Public Liability insurance the alternative applying: (Clause 19)	Alternative 1
27	The amount of Public Liability insurance shall be not less than: (Clause 19)	\$10,000,000
28	The time for giving possession of the Site: (Clause 27.1)	Within 14 days after the acceptance of Tender
29	The Date for Practical Completion: (Clause 35.2)	### working days from the date of commencement
30	Liquidated Damages per day: (Clause 35.6)	A### per calendar day
31	Limit of Liquidated Damages: (Clause 35.7)	\$0.00
32	Bonus per day for early Completion: (Clause 35.8)	Not Applicable
33	Limit of bonus: (Clause 35.8)	Not Applicable
34	Extra costs for Delay or Disruption: (Clause 36)	<u>Event</u> Clause 35.5 (a) Nil Clause 35.5 (b) Nil (No Event)
35	The Defects Liability Period: (Clause 37)	12 weeks
36	The Charge for overheads. Profit. Etc. for day work (Clause 41 (f))	
37	Times for Payment Claims (Clause 42.1)	Submit draft claim within five (5) days after the end of the month. Submit final claim within ten (10) days after the end of the month, payment to be made by the end of the month.
38	Unfixed Plant and Materials for which payment claims may not be made notwithstanding that they are not incorporated in the Works: (Clause 42.1 (ii))	Not Applicable
39	Retention Moneys on: (Clause 42.3)	Refer Part A Section 10
40	Unfixed Plant or Materials the alternative applying: (Clause 42.4)	Alternative 3
41	The rate of interest on payments: (Clause 42.9)	1% above the 2 year 'Indicative Coupon rate for Borrowing by Local Government Authorities In Victoria', as set out by the Department of Treasury and Finance (or if that rate is not available, such other comparable rate as agreed between parties) and as applying on the last payment date.
42	The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	After 3 months unless preliminaries have not been provided, then indefinite.
43	The alternative required for dispute resolution: (Clause 47.2)	Alternative 2
44	The person to nominate an arbitrator: (Clause 47.3)	The Chairperson for the time being the Institute of Arbitrators Australia, Victorian Chapter.
45	Location of arbitration: (Clause 47.3)	Victoria

## 5 ATTACHMENTS

### 5.1 The Great River Road – Indicative Landscaping Plans

### 5.2 The Great River Road – Landscaping Schedule BOQ

### 5.3 Planting Schedule

### 5.4 The Great River Road – Sample Photographs

Sample photographs from similar areas have been provided to give the Tenderer a sense of the desired landscaping outcome (Figure 1.1 and 1.2)



*Figure 1.1 Farrans Lookout*





*Figure 1.2 Tallangatta Lookout*