RFQ 2017/18-13
GEORGES CREEK ROAD

Tree removal, major culvert extension and road edge stabilisation works

REQUEST FOR QUOTATION

TOWONG SHIRE COUNCIL

NOVEMBER 2017
SUBMISSION DUE 2 PM 14 DECEMBER 2017

Prepared by:
Rachael Gadd – Towong Shire Council
02 6071 5100
1 INTRODUCTION

1.1 Background

Council is continuing to undertake safety and upgrade works on the unsealed sections of Georges Creek Road. Works have commenced and Council is now seeking quotations from suitable contractors to undertake tree removal, major culvert extension and bank stabilisation works between Langheims Rd and 1014 Georges Creek Road, Georges Creek.

- Submissions close 14 December 2017
- Works must be completed prior to 15 February 2018 with the Council preference being an earlier completion

1.2 Scope of Works

1.2.1 Preliminaries and Establishment
- Make allowances for site establishment,
- Allow for construction supervision to carry out the works in accordance with the contract documents
- Maintain access at all times for vehicles

1.2.2 Traffic, Soil and Water Management
- Prepare traffic control plan, implement traffic management and traffic control
- Allow for all traffic control necessary to complete the works in accordance with Clause D90 of the Special Conditions of Contract,
- Make provision for sediment control and stormwater runoff in accordance with EPA Environmental Guidelines for Major Construction Sites

1.2.3 Culverts

Georges Creek Culverts
- Downstream extension of 3 x 1200mm concrete culverts by 2.44m

Sawmill Gully Culverts
- Downstream extension of 2 x 1200mm concrete culverts by 2.44m

All works to comply with the requirements of Works on Waterways Permits (Permit conditions TBC). Care to be taken to avoid causing erosion/damage to waterways.

All culvert extensions to be RRJ reinforced concrete culverts sections of 2.44m.

Rock beaching with minimum rock size of 250mm effective diameter to stabilise stream bed and banks downstream of culverts.

A site visit is recommended prior to quotation
All work to be undertaken from the road where possible to minimise impact to surrounding vegetation, stream bed and water quality.

1.2.4 Tree Removal
The removal of four (4) eucalyptus trees in close proximity to Sawmill Gully, North East side of culvert.

Only trees marked with crosses will be removed. Photos are included in Attachment 1

Large branches with hollows are to be laid on the road reserve to provide for future wildlife habitat.

1.2.5 Road edge stabilisation
There is a substantial dip in the road at the Sawmill Gully Culverts. The intention of the works is to build up the road level by approx. 1.5m from existing. To enable this to occur a retaining structure constructed of concrete blocks is proposed over a length of approx. 10m from the South Western (upstream) side of the culvert headwall.

Installation of concrete block retaining wall to support the road edge South west side of culvert

2 RFQ INFORMATION

Submissions will be accepted up until 2pm, 14 December 2017. Quotes should be submitted electronically to Rachael Gadd, Civil Asset Engineer, via info@towong.vic.gov.au

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

Name: Rachael Gadd
Phone: 02 60715100
E-mail: rachael.gadd@towong.vic.gov.au

2.2 Information to include in Quotation
Contractors are requested to complete all schedules included in the RFQ:

- 3.1 Pricing Schedule, summary and detail
- 3.2 Day Labour, Plant and Material Schedule
- 3.3 Project Resources
- 3.4 Project Programme – indicating key activities, dependencies and sequence
Georges Creek Road
Tree removal, major culvert extension and road edge stabilisation works

REQUEST FOR QUOTE

- 3.5 Insurance Assessment Information
- 3.6 Contractor References
3 Pricing Schedules

Please complete and return the fee schedule below as part of your tender response:

3.1 Pricing Schedule Summary

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>1</td>
<td>PRELIMINARIES &amp; ESTABLISHMENT</td>
</tr>
<tr>
<td>2</td>
<td>TRAFFIC, SOIL AND WATER MANAGEMENT</td>
</tr>
<tr>
<td>3</td>
<td>GEORGES CREEK CULVERT EXTENSIONS &amp; ROCK BEACHING</td>
</tr>
<tr>
<td>4</td>
<td>SAWMILL GULLY CULVERT EXTENSION &amp; ROCK BEACHING</td>
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<td>5</td>
<td>TREE REMOVAL x 4</td>
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<tr>
<td>6</td>
<td>ROAD EDGE STABILISATION</td>
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<td>9</td>
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<tr>
<td>10</td>
<td>PROVISIONAL ITEMS</td>
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<td>GRAND TOTAL</td>
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</tbody>
</table>

Total Lump Sum Excluding GST
### 3.2 Day Labour, Plant and Material Schedule

**Labour Hire**

NOTES:

1. Variation to quantities listed in Schedule 3.1 will be paid or deducted at Schedule 3.2 rates.
2. Contingency works will be paid on the basis of the rates specified in this Schedule, or will be subject to a quotation if not covered by the listed items.
3. All rates in this Schedule must include all on site and off site overheads attendance and profit.

<table>
<thead>
<tr>
<th>Position (Contractor to nominate position/roles)</th>
<th>Hourly Hire Rate (Ex GST)</th>
<th>Hourly Standby Rate (Ex GST)</th>
</tr>
</thead>
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**Plant Hire**

NOTE: All plant hire charges must include operator, administration and all overheads.

<table>
<thead>
<tr>
<th>Equipment Description (Contractor to nominate items of plant/equipment)</th>
<th>Hourly Hire Rate (Ex GST)</th>
<th>Hourly Standby Rate (Ex GST)</th>
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</table>

Full Name of Contractor ...........................................................................................................................................

Authorised Signature: ........................................................................................................... Date: ............................................
### 3.3 Project Resources

Set out in this schedule are the key resources to be involved in the project.

#### Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Company Position</th>
<th>Proposed Role</th>
<th>Brief of Experience</th>
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</table>

#### Subcontractors / Consultants

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Type of work to be performed</th>
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</table>

Full Name of Contractor: ........................................................................................................................................

Authorised Signature: ......................................................... Date: .................................................................
3.4 Project Programme

Taking into account your work plan please indicate below, within the allowable parameters, your start and completion date & provide a project plan in the form of gantt chart indicating key activities indicating sequence and dependencies.

Contractor is requested to provide a program for works with RFQ submission.

CONTRACT PERIOD

Proposed Start date:___________

Projected Finish date:_________

Proposed Project duration:

3.5 Insurance Assessment Information

The successful Contractor shall have a current insurance policy that provides adequate cover against their liability under the contract.

To assist the Towong Shire Council in its assessment of your quotation, please provide details of the insurance cover you currently hold. Evidence of insurance will also be required.

<table>
<thead>
<tr>
<th>Policy Type</th>
<th>Policy No.</th>
<th>Sum Insured</th>
<th>Excess</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability</td>
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<tr>
<td>Workcover</td>
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<tr>
<td>Motor Vehicle</td>
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<td></td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Relevant Policies:</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Full Name of Contractor ...................................................................................................................

Authorised Signature: ........................................... Date: .................................................................
3.6 Contractor References

Please provide details of the two (2) recent and most relevant contracts completed by the company.

<table>
<thead>
<tr>
<th>Contract 1</th>
<th>Contract 2</th>
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</thead>
<tbody>
<tr>
<td>Project Description</td>
<td></td>
</tr>
<tr>
<td>Client</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Phone No.</td>
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<tr>
<td>Value</td>
<td></td>
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<tr>
<td>Date</td>
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</tbody>
</table>

Full Name of Contractor ………………………………………………………………………………………………………………………………………

Authorised Signature: ……………………………………………………… Date: ………………………………………………………………………

3.7 Selection Criteria

The following factors shall form the basis for the comparative evaluation of Quotations:

- Demonstrated experience and track record in delivering similar projects 5%
- Local business 10%
- Program (to be submitted with quote) 5%
- Demonstrated capacity to deliver to timelines set in the RFQ 5%
- Commensurate quotation price 75%
## Attachment 1

<table>
<thead>
<tr>
<th>Tree No.</th>
<th>Species</th>
<th>Photo</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree 1</td>
<td>Eucalypt</td>
<td><img src="attachment1.png" alt="Tree 1 Photo" /></td>
<td>Stump removal required, branches with large hollows to be left on roadside</td>
</tr>
<tr>
<td>Tree 2</td>
<td>Eucalypt</td>
<td><img src="attachment1.png" alt="Tree 2 Photo" /></td>
<td>Stump removal required, branches with large hollows to be left on roadside</td>
</tr>
<tr>
<td>Tree 3</td>
<td>Eucalypt</td>
<td>Dead tree, stump removal required, branches with large hollows to be left on roadside</td>
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<td>----------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Tree 4</td>
<td>Eucalypt</td>
<td>One tree double trunk, tree and stump removal required, branches with large hollows to be left on roadside</td>
<td></td>
</tr>
</tbody>
</table>
Georges Creek Rd
Tree removal & Culvert Extension works

REQUEST FOR QUOTATION

Attachment 2 – Georges Creek Culverts
Attachment 3 – Sawmill Gully Culverts
Attachment 4 – Conditions of contract

The successful contractor may be required to conduct these works under contract. The standard and specific conditions for contracts with Towong Shire Council are below.

3.8 General Conditions of contract

SC1  Site Conditions and Contractor claims

The Contractor will be deemed to be informed as to all existing site conditions prior to the submission of the quotation. Further, the Principal will not be liable upon any claim by the Contractor in respect of or arising out of an item deemed by the Contractor to be a variation under the Contract, unless within twenty-eight (28) days after the first day upon which the Contractor could reasonably have been aware of the variation, the Contractor has given to the Superintendent the prescribed notice.

SC2  Insurance of Employees

Subject to the provisions of the Australian Standard General Conditions of Contract A.S. 2124-1992, the Contractor will arrange insurance against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law and will ensure that every Sub-Contractor is similarly insured. This insurance will be in accordance with Clause 20 of the Australian Standard General; Conditions of Contract A.S. 2124-1992 and further:

1. All the Contractor’s employees, Sub-Contractors and Sub-Contractor’s employees engaged on the works of this contract, must be insured under the Victorian State Government controlled “Work Cover” Scheme or relevant State Government Scheme;

2. The Contractor will be responsible for:

   • effecting the necessary “Work Cover” registration requirements for employees;
   • ensuring that every Sub-Contractor is insured in the case of employees of such Sub Contractors:
   • providing evidence of Work Cover registration in the occupation assigned under the Contract, prior to commencement of the work;
   • payment of Work Cover Premiums.

3. The Principal will not be liable for any loss of earnings and medical or legal expenses as a result of injuries sustained to employees of either the Contractor or Sub-Contractor employed on the works during the Contract period.

4. The Work Cover Registration will be maintained in full force and effect for the duration of the contract Period plus the Defects Liability Period.

A1  The Quality System

The Contractor shall plan, develop and maintain a documented Quality System.
The quality system shall cover all work under the Contract.

**A2 Hold Points**

**Definition:** Those points beyond which the work may not proceed without review by the Superintendent.

The review by the Superintendent of a hold point will not relieve the Contractor of responsibility for satisfactory execution or performance of the work.

**A3 Quality System Documents**

Further to Clause 8.4 of the General Conditions of Contract, the Contractor shall submit for consideration by the Superintendent the following:

a. a controlled copy of the contract specific quality plan within 4 weeks of the date of acceptance of the tender, i.e. a document setting out the specific quality practices, resources, activities and responsibilities relevant to the Contract;

b. specific quality procedures relating to the work not less than 14 days prior to the commencement of that work. However for works proposed at the commencement of the Contract for which 14 days is not possible, a period of 4 working days will be accepted.

c. All non-conformances, where the disposition of the non-conformance violates the contractual requirements, are to be promptly reported to the Superintendent for agreement via non-conformance reports. Such non-conformances automatically create hold points.

Further, all non-conformance reports shall include:

(i) the cause of the non-conformance;
(ii) the proposed method of rectifying the non-conformance; and
(iii) the proposed changes made to the work procedures to prevent a recurrence.

d. Design of temporary works, handling details not specified on the drawings, effects of construction loads on the permanent works or any other design requirements specified in the Contract shall be controlled, including verification, in accordance with the Design Control requirements of AS/NZS ISO 9001.

**A4 Occupational Health and Safety**

The Contractor shall incorporate into the Quality Plan a Management System covering Occupational Health and Safety.

The System must demonstrate, as a minimum, compliance with the requirements of the Occupational Health and Safety Act (2004), in particular Part III, General Duties Relating to Health & Safety, Div2 Main Duties of Employers, Sections 21-23.
When requested by the Superintendent, the Contractor shall be represented at meetings convened by Towong Shire Council for the purpose of reviewing OH&S matters relative to the site of the works.

Where differences of opinion arise between the Contractor and Towong Shire Council over the adequacy of any safety provision, the Victorian WorkCover Authority shall be requested to resolve the issue.

The Contractor shall with the Contractors’ agents provide and maintain for employees and agents of Towong Shire Council who, in the course of their work for Towong Shire Council, enter the site, an environment that is safe and without risk to health.

A5 Records

The Contractor shall make all records pertaining to the Contract available to the Superintendent at all times. Where requested by the Superintendent, the Contractor shall provide the Superintendent with a copy of records.

Within four weeks of the Date of Practical Completion, and before issue of the Final Certificate whichever is earlier, the Contractor shall make available a register of all records held. The Contractor shall provide the Superintendent with a copy of such records, or part thereof, as requested.

Within twelve weeks of the Date of Practical Completion, and before issue of the Final Certificate whichever is earlier, the Contractor shall provide “as-built” drawings, in accordance with the following requirements:

a. as built drawings, with departures clearly marked, shall show the Works as constructed;

b. the location of services within the limits of the work shall be clearly marked.

A6 Surveillance and Audits by Towong Shire

The Superintendent will arrange surveillance and audits to ensure that the Contractor is complying with the Quality System.

The Contractor shall, upon being given reasonable notice by the Superintendent, make or arrange to be available all facilities, documentation, records and personnel, including those of any sub-contractors, that are reasonably required for audits to be undertaken.

Notwithstanding that Towong Shire Council may have previously undertaken audits of a sub-contractor’s quality system in connection with other work, the Contractor shall include the operations of all such sub-contractors in the Contract quality plan and shall fulfill all the quality obligations of the Contract.

Towong Shire Council will carry out audit and surveillance of the work of all sub-contractor’s as it sees fit, in the same way that it may carry out audit and surveillance of all work done and materials supplied by the Contractor. The Superintendent may for this purpose have recourse to audit and surveillance carried out...
for other Towong Shire Council contracts. Copies of any such audit and surveillance reports used by the Superintendent will be provided to the Contractor.

**B6 High Visibility Jackets**

All personnel, including supervisors, surveyors, labourers and plant operators, shall wear fluorescent red/orange day/night high visibility traffic jackets properly fastened at all times.

**B7 Contractor’s Representatives**

On commencement of work, the Contractor shall advise the Superintendent in writing of the names, addresses and telephone numbers of employees who can be contacted in an emergency and out of hours under the Contract. Any proposed changes of representatives, addresses or telephone numbers shall be notified promptly to the Superintendent and confirmed in writing to the Superintendent.

**B90 Employees and Sub-Contractors**

The Contractor will engage sufficient employees with adequate skills and training to carry out the services and/or works in an efficient manner.

a. The Contractor will ensure that no employee, agent or sub-contractor of the Contractor:

   1. consumes any alcoholic beverage;
   2. is intoxicated; or
   3. is under the influence of any drug which could impede his or her ability to safely or efficiently perform the services and/or works;
   4. whilst engaged in the performance of the services and/or works or any related activities.

b. The Contractor will ensure that all employees, agents and sub-contractors of the Contractor:

   1. conduct themselves towards Councillors’ of the Council, the Council’s employees and all members of the public in a civil and inoffensive manner; and
   2. carry out their duties at all times with as little inconvenience and disturbance to others as possible and without causing any nuisance.

c. The Superintendent may, by notice to the Contractor, require that any employee, agent or sub-contractor of the Contractor not be employed or continue to be engaged in the performance of the services or any related activities.

**C9 Waste Minimization**

The Contractor shall carry out all works under the Contract to minimise waste materials and wherever possible recover, recycle or re-use any wastes.
C10 Drainage of Work Site

The Contractor shall at all times provide for the safe discharge of seepage, drainage and stormwater during the execution of the works under the Contract.

C11 Environmental Management

The Contractor shall include in its Quality System a system element covering environmental management. The Contractor shall incorporate into its Quality Plan for this Contract an element to manage the environmental effects of the work. This element shall consist of an environmental management plan that considers, but is not necessarily confined to, air pollution, water pollution, noise, waste, soil contamination, sediment control and the preservation of habitat and identified historic and archaeological sites.

The plan should be developed with reference to Victoria Environment Protection Authority’s Publication No. 480, “Environmental Guidelines for Major Construction Sites” and must demonstrate, as a minimum, compliance with the requirements of the “Catchment and Land Protection Act 1994”, the “Environmental Protection Act 1970”, other Acts of Parliament, Regulations and State Environmental Protection Policies. In addition the Contractor will abide by all Ordinances, By-laws and any specific requirements of the responsible authorities for the administration of these Acts, Regulations, Ordinances and By-laws.

The costs of compliance with these requirements shall be deemed to be included in the contract sum.

C12 Clean Up of Site

Unless otherwise specified, the Contractor shall remove from site, before the cessation of work each day, all temporary or surplus material not forming part of the specified works. The Contractor shall be responsible for the proper disposal of the temporary or surplus material and no additional payment will be made for this work.

D1 Work in Private Property

Where the Contractor is authorised by the Superintendent to enter private property to carry out work under the Contract, the Contractor shall give the occupier of the land 7 days notice of intention to enter or to remove any fence and shall also erect any temporary fencing that may be necessary.

Entry shall be by a gate, or gates to be erected by the Contractor which shall be kept securely locked when not in use. Where fences are rabbit proof, the gates erected shall also be made and kept rabbit proof, and the Contractor shall be responsible and liable for the trespass of vermin.

D2 Clearances from Landowners and Occupiers

Before final payment is made, the Contractor shall produce written clearances from all landowners and occupiers whose properties have been entered by the Contractor or the Contractor’s employees or agents, for the purpose of carrying out work under the Contract, to certify that the landowner and occupier have no claim against Towong Shire Council for any loss or damage due to the Contractor’s operations and that the land and improvements have been left in a satisfactory condition.
D3  Use and Care of Roads

The Contractor shall be responsible for repair of damage caused to any roads, bridges or other structures by transporting material under the Contract. The Contractor is advised that Towong Shire Council and municipal councils have power under their respective Acts to recover the cost of repair of damage to roads. If requested by the Superintendent, the Contractor shall submit clearances from municipal and other authorities concerned before the Final Certificate is issued. In respect of repair of damage to roads, the Contractor will be deemed when tendering:

a. to have inspected the roads used for transport;
b. to have acquired, by consultation with the municipal or other authorities concerned, knowledge of the roads and any existing or likely restrictions upon their use which could affect the transport proposals;
c. to have assessed the possibility and extent of any damage to the roads which may be caused by transport under the Contract;
d. to have made due allowance for the effects of such restrictions and for the cost of rectification of such damage in accordance with the requirements of the authorities concerned.

D4  Works Affecting Watercourses

Before obstructing or diverting any waterway, stream or channel for construction purposes, the Contractor shall obtain the written approval of the relevant authority to construct the obstruction or diversion. The Contractor shall observe any special requirements the relevant authority may include as part of the written approval.

Where requested by the Superintendent, the Contractor shall produce a written declaration from the relevant authority that the waterway, stream or channel has been left in a satisfactory condition at the completion of the construction work.

D5  Failure to Lodge Security Deposit and Return of Executed Contract Documents

No contract payments will be made until the executed Contract documents and security have been lodged with the Towong Shire Council.

D90  Traffic and Pedestrian Safety

The importance Council attaches to safety cannot be over emphasised.

Traffic safety and convenience of the public will be regarded as of prime importance.

All traffic control must be in accordance with Vic Roads Traffic Management Code of Practice. An authorised competent person will advise on signage and if required supply a detailed written traffic control plan.

All traffic control functions are to be carried out only by appropriately qualified and ticketed Traffic Controllers.
Unless, as otherwise provided herein, all roads and footpaths will be kept open to vehicular and pedestrian traffic.

In carrying out the works under this Contract, the Contractor will take all reasonable practicable steps to minimise inconvenience or obstruction to traffic, including pedestrians.

All works including the Contractor’s plant, must, where applicable, be signed in accordance with the provisions of “Vic Roads - Roadwork’s Signing Code of Practice”.

The Contractor must allow in the tender for the conduct of the operations to be carried out in a safe and workmanlike manner. No separate payment will be made for traffic control, except for payment for additional traffic control men greater than two in number with the prior agreement of the Contract Administrator.

**D100 Amenities**

All amenities are to be provided in accordance with the relevant codes of practice/compliance codes. Site specific amenity arrangements such as what and where they are located must be addressed in the site-specific induction.
Contractor requirements – Occupational Health and Safety

SITE SAFETY PLANS

Prior to commencing work and as part of the Contract Quality Plan, Successful Tenderers will be required to submit a Site Safety Plan detailing the core safety practices and procedures which will apply during the term of the contract.

Site safety plans will be subject to audit and must as a minimum respond to those factors identified hereunder:

1. **Occupational Health and Safety**

   1.1. The Contractor and all their Sub-Contractors, must comply with all requirements of the Occupational Health and Safety Act and other statutory requirements and will execute all works required under this Contract in a careful and safe manner.

   1.2. The Contractor must take all proper precautions against accidents and will carry out such safety measures as are appropriate from time to time, to ensure same. The Contractor will also ensure that their workmen wear safety helmets, long sleeves, long trousers or approved sun protection, safety glasses when operating machinery, appropriate hearing protection and wear approved footwear at all times and use any other safety equipment, as necessary.

   1.3. Safety precautions as applicable, will include but will not be limited to adequate life protection and life saving equipment, adequate illumination for day and night operations, adequate ventilating equipment for enclosed spaces, provision of safety signs, instructions in accident prevention for all employees including where necessary, adequate traffic control, such machinery guards, safe ladder ways and platforms, scaffolds, bridges, gang planks and other safety devices, equipment and apparel as are necessary or lawfully required to prevent accidents or injuries and adequate facilities for the proper inspection and maintenance of all safety measures.

   1.4. The Contractor will provide and maintain adequate fire fighting equipment and take all necessary measures to prevent fire during the execution of the Contract and must take action to prevent damage to or destruction by fire of the works constructed under this Contract. The Contractor must take cognisance of the requirements of the Statutory Authorities and ensure that all persons working in the area observe these requirements.

   1.5. The Contractor will also provide equipment for and maintain an adequate First Aid Kit on site and must have an experienced First Aid person available at all times when work is in progress.

2. **Pre-Start Site/Project Hazard Analysis**

   2.1. Before commencing operations the Contractor shall undertake a site/project pre-start hazard analysis which shall identify in documented form:

   - hazards, both real and potential which pose a threat to persons employed or affected by the conduct of the contracted “works”;
• the controls to be applied in order to eliminate or minimise the risks posed by such identified hazards.

2.2. The contractor shall provide the Towong Shire Council Superintendent a copy of such hazard analysis/risk management report.

3. **Safety Organisation and Management**

3.1. Outline the company’s site safety organisation and arrangements e.g. flowchart or similar.

3.2. Detail specific safety responsibilities of key site personnel.

3.3. Identify position of senior on-site person responsible for liaison with Towong Shire Council regarding Occupational Health and Safety issues.

3.4. Identify the primary source of expert Occupational Health and Safety advice available to on-site company personnel.

4. **Safe Workplace/Environment**

4.1. Provide an outline of the site/project safety inspection and any environmental monitoring procedures and include advice as to:

   • the frequency of inspections;
   • the composition of inspection teams;
   • the availability of inspection reports/checklists for audit purposes;
   • the content or a copy of inspection checklists;
   • any required\intended environmental monitoring to be undertaken.

4.2. Explain arrangements for routine site hazard reporting.

4.3. Outline any after hour’s site safety / security monitoring, inspection arrangements.

5. **Plant Safety**

5.1. In regard to all items of plant to be operated under the contract (including plant operated by sub-contractors) confirm the ready availability for audit purposes of the following:

   • most recent planned maintenance records;
   • a listing of all plant subject to registration requirements;
   • records of operator\fitter etc. daily pre-start plant safety checks;
   • records of plant fault reports;
   • as appropriate, records of pre-start hazard ID, risk assessment and control processes in regard to plant operations;
   • evidence and records of plant operator competencies.

6. **Safe Working Procedures/Instructions**
6.1. Maintain a file of:
   - safe operating procedures;
   - work/task instructions;
   - site safety rules;
   - permit to work documentation; etc. routinely issued to site employees and sub-contractors and ensure the availability of records of issue and receipt for audit purposes.

7. **Dangerous Goods/Chemicals**

7.1. A register of chemicals or manifest of dangerous goods will be maintained on-site and be available for audit. Must include quantities, classifications, etc. and be co-ordinated with other site occupants.

7.2. Material Safety Data Sheets (MSDS) must be available for each chemical product used or stored on-site and be available for audit.

7.3. As required, Assessment Factors are to be regularly reviewed, appropriate approvals and licenses obtained, emergency plans developed and appropriate and auditable records and information maintained.

7.4. Person or position responsible for conducting, co-ordinating and/or assessing dangerous goods are to be identified e.g. include in site safety organisation structure.

7.5. Appropriate HazChem signs are to be displayed as required.

8. **Safety Training/Competencies/Induction**

8.1. General safety awareness and specific skills training will be provided as required to ensure the competence of site managers, supervisors, employees and sub-contractors to safely and competently perform and/or supervise work activities. Records of attendance at all such training will be maintained and be readily available for audit.

8.2. A register will be maintained of all site employees (and sub-contractors) required to hold authorizations, permits, licenses, certificates of competency etc. in order to undertake or supervise contract related tasks.

8.3. A register and auditable records in the form of induction checklists will be maintained as evidence that all employees and sub-contractors have undertaken an appropriate Site Induction.

9. **Consultative Arrangements**

9.1. The contractor will participate or when appropriate establish consultative structures aimed at ensuring co-operation and liaison with other site occupants in regard to the on-site management of Occupational Health and Safety.

10. **Emergency Preparedness**
10.1. The contractor will develop or participate with other site occupants in the development and management of an emergency plan and contribute to the resourcing of an effective emergency response structure.

10.2. Maintain an inventory and plan of all emergency equipment e.g. fire extinguishers, first aid kits etc.

10.3. Maintain a register of suitably trained and/or appropriately qualified emergency procedures personnel (including first aiders).

10.4. Ensure all emergency equipment and other program requirements are subject to regular maintenance, monitoring and checking e.g. via the site workplace safety inspection program.

11. ACCIDENT/INCIDENT REPORTING PROCEDURES

11.1. Outline procedures and include copies of associated accident/incident reporting and investigation documentation.

11.2. Confirm Towong Shire Council is to be notified of any accident/incident resulting in a WorkCover claim, which has relevance for others on site, which requires Victorian WorkCover Authority notification, or which involves the public.

11.3. A summary and records of accident/incident reports and investigations is to be maintained on-site for audit purposes. This is to include sub-contractor and visitor/public incident/accidents.

11.4. First aid treatments are to be recorded and available for audit.

12. MANAGEMENT OF SUB-CONTRACTOR SAFETY

12.1. A register of all sub-contractors is to be maintained at the workplace\project site.

12.2. All sub-contractors engaged by the contractor must submit a Work Method Statement (WMS) or be subject to the close supervision of an identified person (identified on the sub-contractor register) and nominated by the “head contractor”.

12.3. All sub-contractors engaged by the Contractor shall be subject to an appropriate site induction and such records of induction must be maintained.

12.4. All such registers, work method statements, induction records and other supporting evidence of sub-contractor compliance with requirements must be maintained on record and be readily available for audit.
### Specific Conditions of Contract

The Contract shall be governed by and construed with reference to the laws for the time being in force in the State or Territory of: Victoria

**Contract term** 3 months

All payments made under the Contract will be made at: Towong Shire Council Office, 32 Towong Street, Tallangatta

The Superintendent will be: Civil Asset Engineer

The Basis of Payment will be: Lump Sum

The amount of the security is: Nil

Release of Security N/A

The amount of security on payment for materials is: Nil

The address of the Towong Shire Council for service of documents is: PO Box 55, Tallangatta, Vic., 3700

The address of the Superintendent for service of documents is: PO Box 55, Tallangatta, Vic., 3700

The value of materials to be supplied by the Towong Shire Council is: The provisions of Clause 17 are not applicable to this Contract. Insurance of the Works is not required but the Contractor may insure the Works independently. Non-insurance of the Works does not relieve the Contractor of any liabilities under Clause 16.

The assessment for insurance purposes of architects', engineers' and surveyors' fees is: The amount of Public Liability Insurance shall be not less than: $20,000,000

The assessment for insurance purposes of the costs of demolition and removal of debris is: The amount required by "Work over
Georges Creek Rd
Tree removal & Culvert Extension works

REQUEST FOR QUOTATION

be not less than: Insurance™.

The time for giving possession of the site is: Immediately

The time for Practical Completion of the Works shall be:

The time for Practical Completion of each separable part of the Works shall be the time specified for that separable part of the Works in:

N/A

Liquidated Damages

for the Works shall be: N/A

for each separable part of the Works shall be: N/A

The Defects Liability Period for the Works shall be: 12 Months from date of practical completion

The Defects Liability Period for each separable part of the Works shall be: N/A

The amount of retention moneys is: 5% of contract sum with 2.5% released at practical completion and 2.5% released at end of defects liability period

Revision A
Formal instrument of agreement

Contract 2017/18-13

Georges Creek Road

Tree removal and Culvert works

THIS DEED is made on the _______ day of _______ 2018

BETWEEN

Towong Shire Council
32 Towong Street, Tallangatta, VIC, 3700

- and -

(“Principal”)

(“Contractor”)

It is agreed that the following documents together comprise the Contract between the parties

- Specifications and Contract (includes pricing schedule, site schedule and General Conditions of Contract)
- Specific Conditions of Contract;
- Formal Instrument of Agreement (this document)

Executed as a deed by the parties on the date set out at the commencement of this Form of Agreement:

1. Execution clause for the Council

Signed for and on behalf of

TOWONG SHIRE COUNCIL

By Towong Shire Director Technical Services

______________________________

______________________________

Witness
2. Execution clause for Contractor

Signed for & on behalf of  

__________________________  Signed

__________________________  Position

__________________________  Witness