

STORMWATER DRAINAGE CONSTRUCTION

Wise St, Bethanga

REQUEST FOR QUOTATION

RFQ No. 2017/18-20

TOWONG SHIRE COUNCIL

FEBRUARY 2018

Prepared by:
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1 INTRODUCTION

1.1 Background

Towong Shire Council is seeking quotations from suitably qualified contractors for the construction of stormwater drainage infrastructure along Wise Street & Unnamed Lane, Bethanga.

The project scope of works is outlined in the drawings, specifications and bill of quantities as included in the Tender Documents.

It is Towong Shire Council's expectation that works will be complete by the end of May 2018.

1.2 Scope of works

The project scope of works includes but is not limited to the following key elements:

1.2.1 *Site Establishment & Supervision*

- a) Make allowances for site establishment,
- b) Locate existing underground services as required.
- c) Allow for construction supervision to carry out the works in accordance with the contract documents

1.2.2 *Traffic, Soil and Water Management*

- a) Allow for all traffic control necessary to complete the works in accordance with Clause D90 of the Special Conditions of Contract, Traffic Management Plan to be supplied by Contractor
- b) Make provision for sediment control and stormwater runoff in accordance with EPA legislative requirements.

1.2.3 *Construction Activities*

- a) Demolish existing culvert.
- b) Saw cut existing pavement.
- c) Excavate, place pipe and compact granular fill in accordance with the drawings. (pipe supplied by TSC all other materials supplied by contractor)
- d) Form and cast pits in situ to specification.
- e) Install headwall and sufficient rock beaching at Bethanga Creek end to prevent erosion.
- f) Reshape existing spoon drain.
- g) Make good with topsoil and sow grass seed.
- h) Place and compact the pavement to the required standards.
- i) All pipes to have minimum cover as per manufacturer's specification.
- j) Residential stormwater to be connected as per IDM standards.
- k) Remove and disposal of any excess or unused material off site.
- l) All works as detailed in the RFQ including drawings and specifications.
- m) All pits, pipes and bedding to be as per IDM requirements

1.2.4 Exclusions

- a) Reseal excavated section of road
- b) Supply of Class 2 RCP RRJ 825mm x 2440mm
- c) Supply of Class 2 RCP RRJ 450mm x 2440mm

1.2.5 Assumptions

There has been no geotechnical investigation of site; the assumption has been made that the ground is suitable for works as described.

2 RFQ INFORMATION

2.1 Closing Date

Submissions will be accepted up until **5:00pm** on **19/03/2018**. Submissions should be submitted electronically to info@towong.vic.gov.au by the closing date and time.

2.2 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

2.3 Site Inspection

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

All Contractors are required to inspect the site prior to submitting the RFQ.

2.4 Information to include in RFQ

The following information should be included in your quote:

- a) Evidence of relevant certifications, licences and insurances
- b) Evidence of previous experience
- c) Completion of pricing schedule in Section 3 below
- d) Proposed program for construction
- e) Information required to respond to the selection criteria.

Pricing Schedules and Selection Criteria

Company Name

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

2.5 Pricing Schedule breakdown

Please complete and return the schedule of fees below as part of your RFQ response:

Activity	Cost \$ Excl GST
Install stormwater infrastructure – Wise St, Bethanga	

2.6 Schedule of Plant & Labour Rates

Add all plant and trades required to complete the project scope of works e.g. 30t Excavator.

TRADE/PLANT	SUPPLIER	LABOUR RATE
Project Manager		\$ /hour
Site Supervisor		\$ /hour
Plumber		\$ /hour
Drainer		\$ /hour
Labourer		\$ /hour
Concreter		\$ /hour
		\$ /hour
		\$ /hour
		\$ /hour
		\$ /hour
		\$ /hour
		\$ /hour

2.7 Selection Criteria

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

Criteria	Description	
Price	Commensurate RFQ Price	80%
Qualifications and Previous Performance	Qualifications and technical experience of the project team	2.5%
	Demonstrated experience in similar projects	2.5%
Delivery		
	Capacity to complete Scope of Works within the established timeframe	5%
Social	Local employment growth or retention	10%

2.8 Authorisation

DATED this day of 20

SIGNATURE in the capacity of

Duly authorised to sign Tenders for and on behalf of

ADDRESS:

3 ATTACHMENTS

3.1 Civil Plans

3.2 Materials Schedule

4 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 Councilors' 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-contractors compliance with requirements must be maintained on record and be readily available for audit.

4.1 Part A

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"> (a) Formal Instrument of Agreement dated ## ## ## ## ## (b) Letter of Acceptance of Tender dated ## ## ## ## ## (c) AS2124- 1992 General Conditions of Contract and Annexure part A; (d) Drawing numbered, as listed in the Formal Instrument of Agreement (e) Specifications, as listed in the Formal Instrument of Agreement (f) Draft construction Program
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)	\$20,000,000
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)	TBC 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)	NA
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 Months
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

4.2 Part B

ANNEXURE to the Australian Standard General Conditions of Contract

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124 – 1992

1. The following Clauses have been deleted from the General Conditions in AS2124—1992:

No clauses of the General Conditions in AS2124-1992 have been wholly deleted.

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124—1992:

No clauses of the General Conditions in AS2124-1992 have been amended.

3. The following Clauses have been added to those of AS 2124—1992:

No clauses of the General Conditions in AS2124-1992 have been added.

4.3 Formal instrument of agreement

Contract No. 2017/18-20

Wise Street Drainage Construction

THIS DEED is made on the _____ day of _____ 2016

BETWEEN

Towong Shire Council

32 Towong Street, Tallangatta, VIC, 3700

("Principal")

- and -

COMPANY NAME

ADDRESS

("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

Signed

Witness

2. Execution clause for Contractor

Signed for & on behalf of

COMPANY NAME

)

)

)

)

Signed

Position

Witness