GREAT RIVER ROAD TOURISM ROUTE

The Great River Road – Civil Works

REQUEST FOR QUOTATION
RFQ No. 2017/18-31

TOWONG SHIRE COUNCIL

MAY 2018

Prepared by:
Towong Shire Council
02 6071 5100
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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 Closing Date

Submissions will be accepted up until 5:00pm on Monday 4 June 2018. Submissions should be submitted electronically to James Filby jfilby@akps.com.au by the closing date and time.

1.3 Enquiries

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

Name: James Filby
Phone: 0498 498 282
E-mail: jfilby@akps.com.au

1.4 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 sites prior to submitting the RFQ.

1.5 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
d) Proposed program for construction
e) Information required to respond to the selection criteria.

1.6 Selection Criteria

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
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<tbody>
<tr>
<td>Price</td>
<td>Commensurate RFQ Price</td>
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</table>
| Qualifications and Previous Performance | Qualifications and technical experience of the project team
|                            | Demonstrated experience in similar projects                        |
| Delivery                  | Capacity to complete Scope of Works within the established timeframe |
| Social                    | Local employment growth or retention                                |
2 Scope of Works

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

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

2.1.1 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.
   d) Site preparation as required.
   e) Site set-out to be approved by client prior to commencement of works.
   f) Necessary authority inspections & approvals – this includes Vic Roads, Towong Shire Council and Snowy Valleys Council.
   g) 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.
   h) Make provision for sediment control and stormwater runoff in accordance with EPA legislative requirements.
   i) No provision for site amenities, including power, will be provided. Tenderers should allow all necessary site amenities to complete the works.
   j) All plant, materials equipment to be stored & maintained to ensure public safety.
   k) Make-good sites on completion of works.

2.1.2 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.

2.1.3 Construction Activities – Gadd’s Reserve
   a) Saw cut existing pavement.
   b) Excavate and compact granular fill in accordance with the drawings.
   c) Place and compact the pavement to the required standards.
   d) Remove and disposal of any excess or unused material off site.
   e) All works as detailed in the RFQ including drawings and specifications.

2.1.4 Construction Activities – Khancoban Rest Stop
   a) Development of greenfield site as per specified in drawings.
   b) Excavate, place pipe and compact granular fill in accordance with the drawings.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price ($) (Excluding GST)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Gadd’s Reserve</td>
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<tr>
<td>2.</td>
<td>Khancoban</td>
<td>$</td>
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Sub-Total (Ex GST) $

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.

   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.

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

4. Our Building Practitioners Registration Number is:

5. We have Structural Defects Insurance Cover of: $____________________________

   Insured with: ________________________________________________________________

   (name of Insurance Company)

3.1.4 **PART 4 - Authorisation**

**DATED**

this day of ___________ 20__________

in the capacity of ______________________________________________________________

SIGNATURE __________________________

____________________________

duly authorised to sign Tenders for and on behalf of ______________________________________________________________

ADDRESS: __________________________________________________________________
### 3.2 Schedule of Labour Rates

Fill out applicable fields only.

<table>
<thead>
<tr>
<th>Labour / Plant</th>
<th>LABOUR RATE</th>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Site Supervisor</td>
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3.3 Warranty Schedule

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.

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<th>SECTION NAME</th>
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4 ATTACHMENTS

4.1 TGRR_Civil_Site_Plans.pdf

4.2 TGRR_Materials_Schedule.xlsx
5  **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 fulfil 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 Minimisation

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 executive 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 lifesaving 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 firefighting 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.
### 5.1 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

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

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The law applicable is that of the state of:</td>
<td>Victoria</td>
</tr>
<tr>
<td>2</td>
<td>Payments under the Contract shall be made at:</td>
<td>Tallangatta, Victoria</td>
</tr>
<tr>
<td>3</td>
<td>The Principal:</td>
<td>Towong Shire Council</td>
</tr>
<tr>
<td>4</td>
<td>The Address Of The Principal:</td>
<td>32 Towong Street (PO Box 55) Tallangatta Victoria 3700</td>
</tr>
<tr>
<td>5</td>
<td>The Superintendent:</td>
<td>Director Technical Services</td>
</tr>
<tr>
<td>6</td>
<td>The address of the Superintendent:</td>
<td>32 Towong Street (PO Box 55) Tallangatta Victoria 3700</td>
</tr>
<tr>
<td>7</td>
<td>Limits of accuracy applying to quantities for which the Principal accepted a</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>rate or rates:</td>
<td>(Clause 3.3/(b))</td>
</tr>
<tr>
<td>8</td>
<td>Bills of Quantities - the alternative applying:</td>
<td>Alternative 2</td>
</tr>
<tr>
<td></td>
<td>(Clause 4.1)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The time lodgement for the priced copy of the Bills of Quantities:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>(Clause 4.2)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Contractor shall provide security in the amount of: (Clause 5.2)</td>
<td>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.</td>
</tr>
<tr>
<td>11</td>
<td>Principal shall provide security in the amount of: (Clause 5.2)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>12</td>
<td>The period of notice required of a party’s intention to have recourse to</td>
<td>14 days</td>
</tr>
<tr>
<td></td>
<td>retention moneys and / or to convert security:</td>
<td>(Clause 5.5)</td>
</tr>
<tr>
<td>13</td>
<td>The percentage to which the entitlement to security and retention moneys is</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>reduced:</td>
<td>(Clause 5.7)</td>
</tr>
<tr>
<td>14</td>
<td>Interest on retention moneys and security the alternative applying:</td>
<td>Alternative 2</td>
</tr>
<tr>
<td></td>
<td>(Clause 5.9)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>14A</td>
<td>Delegates of the Principal for the issue of approvals and notices:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 7)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clause 5.3 Form of Security</td>
<td>The Superintendent</td>
</tr>
<tr>
<td></td>
<td>Clause 5.4 Time for Lodgement of Security</td>
<td>The Superintendent</td>
</tr>
<tr>
<td></td>
<td>Clause 8.3 Supply of Documents by the Principal</td>
<td>The Superintendent</td>
</tr>
<tr>
<td></td>
<td>Clause 27.1 Possession of Site</td>
<td>The Superintendent</td>
</tr>
<tr>
<td>15</td>
<td>The number of copies to be supplied by the Principal:</td>
<td>1 (Max A3 format)</td>
</tr>
<tr>
<td></td>
<td>(Clause 8.3)</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>The number of copies to be supplied by the Contractor:</td>
<td>1 (Max A3 format)</td>
</tr>
<tr>
<td></td>
<td>(Clause 8.4)</td>
<td></td>
</tr>
<tr>
<td>16A</td>
<td>Order of precedence to be applied in interpreting the Contract:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 8.1)</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>The time within which the Superintendent must give a direction</td>
<td>14 days</td>
</tr>
<tr>
<td></td>
<td>as to the suitability and return the Contractor(s) copies:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 8.4)</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Work which cannot be subcontracted without approval:</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td>(Clause 9.2)</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>The percentage for profit and attendance:</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td>(Clause 11 (b))</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>The amount or percentage for profit and attendance:</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td>(Clause 11 (c))</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Insurance of the works- the alternative applying:</td>
<td>Alternative 1</td>
</tr>
<tr>
<td></td>
<td>(Clause 18)</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>The assessment for insurance purposes of the 10% of Contract Sum costs of</td>
<td>10% of contract sum</td>
</tr>
<tr>
<td></td>
<td>demolition and removal of debris:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 18 (ii))</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>The assessment for insurance purposes consultant fees:</td>
<td>10% of contract sum</td>
</tr>
<tr>
<td></td>
<td>(Clause 18 (iii))</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>The value of materials to be supplied by the Principal:</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td>(Clause 18 (iv))</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The additional amount or percentage:</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td>(Clause 18 (v))</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Public Liability insurance the alternative applying:</td>
<td>Alternative 1</td>
</tr>
<tr>
<td></td>
<td>(Clause 19)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Value/Details</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>27</td>
<td>The amount of Public Liability insurance shall be not less than:</td>
<td>$20,000,000</td>
</tr>
<tr>
<td></td>
<td>(Clause 19)</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>The time for giving possession of the Site:</td>
<td>Within 14 days after the acceptance of Tender</td>
</tr>
<tr>
<td></td>
<td>(Clause 27.1)</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>The Date for Practical Completion:</td>
<td>TBC working days from the date of commencement</td>
</tr>
<tr>
<td></td>
<td>(Clause 35.2)</td>
<td></td>
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<tr>
<td>30</td>
<td>Liquidated Damages per day:</td>
<td>A$500 per calendar day</td>
</tr>
<tr>
<td></td>
<td>(Clause 35.6)</td>
<td></td>
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<tr>
<td>31</td>
<td>Limit of Liquidated Damages:</td>
<td>$30,000</td>
</tr>
<tr>
<td></td>
<td>(Clause 35.7)</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Bonus per day for early Completion:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>(Clause 35.8)</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Limit of bonus:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>(Clause 35.8)</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Extra costs for Delay or Disruption:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 36)</td>
<td>Event</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clause 35.5 (a) Nil</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clause 35.5 (b) Nil (No Event)</td>
</tr>
<tr>
<td>35</td>
<td>The Defects Liability Period:</td>
<td>12 Months</td>
</tr>
<tr>
<td></td>
<td>(Clause 37)</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>The Charge for overheads. Profit. Etc. for day work</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 41 (f))</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Times for Payment Claims</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 42.1)</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Unfixed Plant and Materials for which payment claims may not be made:</td>
<td>Refer Part A Section 10</td>
</tr>
<tr>
<td></td>
<td>notwithstanding that they are not incorporated in the Works:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 42.1 (ii))</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Retention Moneys on:</td>
<td>Alternative 3</td>
</tr>
<tr>
<td></td>
<td>(Clause 42.3)</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Unfixed Plant or Materials the alternative applying:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 42.4)</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>The rate of interest on payments:</td>
<td>1% above the 2 year ‘Indicative Coupon rate for Borrowing by Local Government</td>
</tr>
<tr>
<td></td>
<td>(Clause 42.9)</td>
<td>Authorities In Victoria’, as set out by the Department of Treasury and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Finance (or if that rate is not available, such other comparable rate as</td>
</tr>
<tr>
<td></td>
<td></td>
<td>agreed between parties) and as applying on the last payment date.</td>
</tr>
<tr>
<td>42</td>
<td>The delay in giving possession of the Site which shall be a substantial</td>
<td>After 3 months unless preliminaries have not been provided, then indefinite.</td>
</tr>
<tr>
<td></td>
<td>breach:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 44.7)</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>The alternative required for dispute resolution:</td>
<td>Alternative 2</td>
</tr>
<tr>
<td></td>
<td>(Clause 47.2)</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>The person to nominate an arbitrator:</td>
<td>The Chairperson for the time being the Institute of Arbitrators Australia,</td>
</tr>
<tr>
<td></td>
<td>(Clause 47.3)</td>
<td>Victorian Chapter.</td>
</tr>
<tr>
<td>45</td>
<td>Location of arbitration:</td>
<td>Victoria</td>
</tr>
<tr>
<td></td>
<td>(Clause 47.3)</td>
<td></td>
</tr>
</tbody>
</table>
5.2 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.
5.3 Formal instrument of agreement

Contract No. 2017/18-31

The Great River Road – Civil Works

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