

Request for Tender

Request for Tender:	Fishery Beach Marina, Bremer Bay -	
	Boat Ramp and Jetty Refurbishment	

Deadline:	4pm, Wednesday 10 November 2021
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Address for Delivery:	8 Vasey Street
	Jerramungup WA 6337
	Email tenders accepted:
	tenders@jerramungup.wa.gov.au

RFT Number:	RFT 06/21
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1 Conditions of Tendering

1.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation, or corporations whose Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the construction of the Bremer Bay Fishery Beach Boat Ramp specified in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Jerramungup.
Request OR RTF OR Request for Tender	This document.
Contract Requirements:	The refurbishment of an existing boating facility located at Fishery Beach Marina, Bremer Bay, including construction of 2 new boat ramps (comprising pre-cast concrete ramp units), and a new finger jetty of 37m length and 2m width and associated works.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (read and keep this part).

Part 2 – Specification and/or plans/drawings (read and keep this part).

Part 3 – General Conditions of Contract (read and keep this part).

Part 4 – Special Conditions of Contract (read and keep this part).

Part 5 – Tenderer's Offer (complete and return this part).

Part 6 – Contractor's Occupational Safety and Health Management System Questionnaire (complete and return this part).

Part 7 – Tenderer's Safety Record (complete and return this part).

Part 8 – Project Reference Sheet (complete and return this part).

Part 9 - Tenderer's Resources Schedule (complete and return this part).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

Tenderers must:

- a) Carefully read all parts of this document;
- b) Ensure you understand the Contract Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the person listed below. Queries should be received prior to 20 October 2021, to allow the Principal suitable time to respond.

Tenders are advised that technical queries may require the Principal to issue a Tender Clarification to all Tenderers.

For Tender:		Specifications:	
Name:	Charmaine Solomon	Stuart Barr	
Telephone:	08 9835 1022	0447 772 003	
Email:	dceo@jerramungup.wa.gov.au	stuart@seaeng.com.au	

Part 1 READ AND KEEP THIS PART

1.5 Tender Briefing/Site Inspection

Tenderers are advised to inspect the site during the tender period.

A Tender briefing/site inspection is not proposed during the tender period. However the Specification provides details of the site, the existing boating facility, site photographs, available geotechnical information and typical metocean conditions. Tenderers are advised to consult with the Contact Persons for any queries regarding the site, the scope of works and the Tender.

The Tenderer is deemed to have visited and inspected the site and its surrounds and satisfied itself of conditions and facilities and otherwise acquainted itself with all matters relating to the proposed Contract before submitting its Tender.

1.6 Customs Duty

The Tenderer shall allow for any customs duty and primage applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

1.7 Site Allowances

This contract is not subject to adjustment for Site allowances.

1.8 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this request is 4pm Western Standard Time, Wednesday, 10 November 2021.

Tenders can be lodged in two forms:

1. Hard Copy

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at 8 Vasey Street, Jerramungup (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, 8 Vasey Street, Jerramungup, 6337.

Tenderers must ensure that they have provided 2 signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

- 2. Email
- a) Electronic mail (email) Tenders will be accepted.
- b) Email tenders must be submitted to <u>tenders@jerramungup.wa.gov.au</u> and <u>received</u> by the Deadline. Failure to submit an electronic mail tender to this email address and have it received by the Deadline will render the electronic mail tender invalid.
- c) To ensure the integrity of the tender process, electronic mail tenders should only be submitted to the designated tender submission email address with the subject being the tender number **RFT 06/21**. Do not send Tender Submissions to staff email addresses, including the Principal's contact.

Emailed Tenderers must ensure that a signed copy of their Tender is submitted. All pages submitted must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached.

Tenders will NOT be accepted by Facsimile.

1.9 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not received before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.10 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

1.11 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders must be for all Contract Requirements and will only be accepted by the Principal in whole. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.12 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

1.13 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.14 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.15 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an "Alternative Tender".

Minor variations of Contract Requirements prior to entry into a contract may be negotiated with the successful Tenderer under Regulation 20(1).

1.16 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and

Part 1 READ AND KEEP THIS PART

e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.17 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.18 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer; so as to assess the Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.19 Evaluation Process

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

 a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g., completed Offer form and Attachments) may be excluded from evaluation.

Part 1 READ AND KEEP THIS PART

- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (e.g., tendered prices and other relevant whole of life costs are considered).
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.20 Selection Criteria

The Contract may be awarded to sole tenderer or a panel of Tenderer/s who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.21 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased. **Price has a weighting of 40% and qualitative criteria has a collective weighting of 60%.**

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.23 Value Considerations

Functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Contract Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer; and
- b) the pricing submitted by each Tenderer.

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal (e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

1.24 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.25 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.26 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.27 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.28 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.29 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at 8 Vasey Street, Jerramungup.

1.30 Monetary Values

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc.) are net values. They do not include Goods and Services Tax (GST).

1.31 In House Tenders

The Principal does not intend to submit an In-house Tender.

2 Specification

2.1 Contract Requirements in Brief

The Principal is seeking tenders to replace the existing recreational boat ramp and finger jetty at Fishery Beach Marina in Bremer Bay.

A full scope of works, including site details, is outlined in the attached Technical Specifications and Drawings, and summarised in Section 2.6, and the attached Price Schedules.

2.2 Introduction

The Shire of Jerramungup is planning to replace the existing recreational boat ramp and finger jetty at Fishery Beach Marina in Bremer Bay in 2021/2022 financial year. The structures have exceeded their intended design life, the jetty does not meet current standards and the ramps are in poor condition with ongoing maintenance requirements. The Shire have received funding from the Department of Transports Recreational Boating Facility to replace the facility with a new 2-lane public boat ramp and a wider finger jetty. These works are proposed to be completed by May 2022.

2.3 Background Information

The Fishery Beach Boat Ramp serves as the primary recreational boat-launching site for trailer vessels in the Bremer Bay region. The existing two-lane ramp with its narrow finger jetty is nearing the end of its useful life and the Shire is planning to replace the asset by constructing a contemporary facility in 2022.

This Fishery Beach Marina is managed by the Department of Transport and is located several kilometres south of the Bremer Bay townsite. The existing recreational boat ramps are situated within the lee of the main breakwater and are managed and maintained by the Shire of Jerramungup. A boat trailer parking area is located to the southeast of the ramps, adjacent to the old quarry face that was used to supply rock for the breakwater. There is a popular protected swimming beach on the other side of a new groyne. This structure was recently constructed by DoT to mitigate sand build-up on the ramps.

The ramps and jetty were constructed c1996 and are now more than 25 years old. The facility requires ongoing maintenance to remain functional. The jetty is narrow, corrosion of steelwork and damage to fenders and ladders is evident, timber kerbing is subject to marine growth, and numerous concrete ramp units have been displaced with degradation to the running surface.

Whilst boat launching occurs within the marina, and in the lee of the main breakwater, local surges and currents can make safe launching and retrieval difficult at times. This remains a challenge for any new facility.

The Shire completed designs for a replacement for the Facility in 2017 in consultation with local stakeholders and the Department of Transport. These designs were reviewed in October 2021. Funding from the Departments' Recreational Boating Facilities Scheme (RBFS) was secured in February 2021.

2.4 Definitions

Below is a summary of some of the important defined terms used in this Part:

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;
Superintendent:	Seashore Engineering
Superintendent's Representative:	Stuart Barr

2.5 Scope of Work

The design for refurbishing the recreational boating facility was completed by Seashore Engineering in 2017 and outlined in the Technical Specification and Drawings. The main components of the design are:

- Demolition and removal of the existing concrete ramps, kerbs and jetty to allow construction of the new facility at the same location.
- Refurbishment of the ramp foundation.
- Two new concrete boat launching ramps with pre-cast concrete slabs.
- Improved rock armour scour protection.
- A new steel finger jetty of 37m length (8m longer than existing) with a 2-metre wide deck (1.6m wider than existing).
- Micromesh semi-pervious decking.
- Rubber fenders.

Part 3 READ AND KEEP THIS PART

The Principal is seeking to consider three options to ensure the new facility provides valuefor-money to the community. Three price schedule are provided as Attachment 9.1.4. Fishery Beach Marina Price Schedule.

These options are outlined in the Drawings and Price Schedule and are summarised below:

Description	Option 1	Option 2	Option 3	Drawing Ref.
Jetty				
General	36.6m x 2.0m.	36.6m x 2.0m.	28.6m x 1.2m.	SE064-04-03
Piles	Demolish existing. Install 9 x new Steel piles and pile cap.	Demolish existing. 9 x new concrete piles	Refurbish 7 x existing concrete piles.	SE064-04-10
Chafer	Steel C-Section with Rubber Fenders	Timber Chaffer with Rubber Fenders	Timber Chaffer with Rubber Fenders	SE064-04-11
Boat Ramp				
General	Demolish existing. 2 lanes (32m, 20 units)	Demolish existing. 2 lanes (32m, 20 units)	Demolish existing. 2 lanes (32m, 20 units)	SE064-04-04
Pre-Cast Concrete Boat Ramp Units - surface	12 x Waffle pattern per ramp (below water) 8 x Chevron pattern per ramp (above water)	20 x Waffle pattern (per ramp)	20 x Waffle pattern (per ramp)	SE064-04-05 SE064-04-06

 Table 1.1 Boat Ramp and Jetty - Design Options

The Preferred Option may include components of each of these options. This will be considered by the Principal, in consultation with the preferred Tender, prior to Contract award.

The Principal will consider re-use of existing concrete piles, subject to further testing, but is not seeking a price for this option at this stage.

2.6 Specific Contract Requirements

The proposed works will be required to comply with the following specifications:

- This Tender document (RFT 06/21).
- The General Conditions of Contract (AS4000) and Specifical Conditions of Contract.
- The Technical Specification, Drawings and Attachments (SE064-04-R02 RevC) for the works.
- The Tenderer's offer.

2.7 Implementation Timetable

The key stages in the works program are as follows:

• Design review and risk assessment: Mar/Apr 2021 (completed).

- Tendering: Oct / Nov 2021.
- Offsite Fabrication: Dec/Jan 2021 /Feb 2022.
- Onsite Construction: Feb/Mar/Apr/May 2022.

The program is based on completion of the new boating facility by June 2022, for the summer boating season.

3 General Conditions of Contract

AS4000

3.1 Insurances

The successful Tenderer is required to have the following current insurance policies in place and must supply a copy to the Principal prior to a contract being entered into

- Public Liability minimum \$20 million.
- Workers' Compensation or Personal Accident Insurance Cover minimum \$50
 million
- Product Liability will be required for relevant fixtures and fittings as required.
- Marine Insurance

3.2 Period of Contract and Termination

The term of the contract will be completed on supply of the Contract Requirements.

4 Special Conditions of Contract

4.1 **Definitions**

Below is a summary of some of the important defined terms used in this Part:

Contract Schedule	Means an agreement between two parties that outlines when a particular product or service is to be delivered, including relevant milestones
Defects	Means a set period of time after Practical Completion has
Liability	been achieved, during which a Contractor has the
Period	obligation to return to the site to remedy any defects.

4.2 Advertisements and Promotions on Site

The Contractor may erect on the Site or permit to be erected on Site only those signs:

- a) required by law or a statutory authority;
- b) specified in the Contract documents; and
- c) required to identify the Contractor's premises

The Contractor shall not erect on Site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

4.3 Publicity

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

4.4 Documents Generally, Drawings and Specifications

4.4.1 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlements to two (2), such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

4.5 Environmental Protection

4.5.1 Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the Site and nearby properties.

The Contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-contractors and suppliers observe similar care. The Contractor shall arrange the operations and shall provide silencing equipment to the plant, at its own expense, to whatever extent it necessary to satisfy the requirements of the Shire of Jerramungup in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

4.5.2 Site Control

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
- c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
- d) Ensure that no fire shall be lit without the written approval of the Superintendent; and
- e) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

4.5.3 Soil Erosion

The Contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

4.5.4 Protection of Vegetation

The Contractor shall take all proper precautions to prevent any damage to all existing vegetation on site and surrounding the site will ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Shire of Jerramungup.

4.5.5 Dust, Dirt, Water and Fumes

The Contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

4.5.6 Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

4.5.7 Refuse Disposal

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent, and will be removed from the site in accordance with 4.4.6 above.

4.5.8 Smoking on Construction Sites

The Contractor shall at all times ensure that all workers and visitors on the construction Site comply with the following Smoking Policy;

In respect of construction Sites, smoking is prohibited:

- a) in Site Offices, lunchrooms or enclosed toilet facilities; and
- b) inside existing premises that are designated as "no smoking" areas.

Every effort will be made to ensure that cigarette butts are collected and disposed of appropriately.

4.6 Contractor's Representative

The Contractor's Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

4.7 Existing Improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

4.8 Temporary Safety Fence

The Contractor shall provide a temporary fence as required by the Occupational Safety and Health Act 1984 and the Occupational Safety and health Regulations 1996 and with any amendments that may be made to the Act and the Regulations.

4.9 Materials, Labour and Constructional Plan

4.9.1 Worker's Amenities

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workers and other persons lawfully upon the Site and remove them on practical completion of the works

Occupation of any part of the works and Site for the provision of Worker's Amenities shall not be permitted without the prior written approval of the Superintendent.

4.10 Materials and Work

4.10.1 Regulations

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

4.10.2 Chemical Information

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

4.10.3 Trade Names

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent in writing.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

Part 4 READ AND KEEP THIS PART

4.10.4 Safety Management Plan

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan", as outlined in the Technical Specification.

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

4.10.5 Induction Training

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

4.10.6 Pre-Job Planning

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

4.10.7 Site and Public Security

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site. The public boat launching ramp will be closed during the Works.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

The Contractor should allow for occasional use of the site by the local Volunteer Marine Rescue group. However, alternate beach launching will be provided by the Shire during the works.

4.10.8 Occupied Sites

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupier's operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

4.10.9 Services Installation

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

4.10.10 Working Hours

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

Construction site activities must comply with *Environmental Protection Act* 1986 *Environmental (Noise) Regulations* 1997.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside normal working hours.

4.10.11 Schedule of Warranties

The Contractor shall provide a Schedule of Warranties and ensure that the Principal will have the benefit of all warranties specified in the Contract.

4.10.12 Brands of Material Schedules

Substitutions

Identified proprietary items: Identification of a proprietary item does not necessarily imply exclusive preference for the identified item but indicates the necessary properties of the item.

Alternatives: If alternatives to the documented products, methods or systems are proposed, submit sufficient information to permit evaluation of the proposed alternatives, including the following:

- Evidence that the performance is equal to or greater than that specified.
- Evidence of conformity to a cited standard.
- Samples.
- Essential technical information, in English.
- Reasons for the proposed substitutions.
- Statement of the extent of revisions to the contract documents.
- Statement of the extent of revisions to the construction program.
- Statement of cost implications including costs outside the contract.
- Statement of consequent alterations to other parts of the works.

Availability: If the documented products or systems are unavailable within the time constraints of the construction program, submit evidence.

Criteria: If the substitution is for any reason other than unavailability, submit evidence that the substitution:

- Is of net enhanced value to the principal.
- Is consistent with the contract documents and is as effective as the identified item, detail or method.

4.10.13 Goods and Services Tax (GST)

For the purposes of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Contract Requirements, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

4.10.14 Local Spend

Every effort will be required to ensure that the Contractor maximises the use of local content in delivering the Contract Requirements, including supply of goods and labour.

As a minimum, the Contractor is required to achieve at least 5% of total project costs to be spent locally.

For the purposes of this Tender, local spend is deemed to be the supply of goods and services sourced from businesses located within the Jerramungup shire boundary.

Evidence on how the minimum local spend will be accomplished must be provided with the tender submission.

Additional information regarding the local spend is in Appendix 9.12

4.11 Defects Liability

Upon determination that the Works have been satisfactorily completed, the Superintendent shall issue a Certificate of Practical Completion in relation to the work or works completed and the Defects Liability Period shall commence. During the Defects Liability Period, the Contractor shall, at its own expense and within a reasonable period, execute all necessary works including, but not limited to, repair, amendment, reconstruction, and rectification, resulting from omissions, faulty work or materials. If the Contractor fails to perform the necessary works within a reasonable period, the Superintendent may take action to complete the necessary works and shall be entitled to recover losses from the Contractor.

4.12 Variations

The Superintendent may require variations to the Works including but not limited to the form, quality and quantity of the Works (Variations). The Principal and Contractor shall agree over the valuation method of any Variations. If the parties fail to agree, the Superintendent shall make a value determination. The Contract Sum shall be amended accordingly. No Variation shall invalidate the Contract.

4.13 Payment Retention

The Principal may retain 10% of each payment claim until 5% of the contract sum is reached During the Defects Liability Period, the Principal may retain two and one half percent (2.5%) of the Contract Sum. Interest shall not be payable on retained moneys. The monies shall be held until the Certificate of Completion is issued and any obligation under the Defects Liability Period is fulfilled.

4.14 Liquidated Damages

If the Contractor fails to complete the Works within the Contract Schedule or any extended period agreed in writing with the Principal, the Contractor shall pay to the Principal \$100 (one hundred dollars) as liquidated damages and not as penalty (Liquidated Damages) for every calendar day which the delay continues. The Liquidated Damages will be proportionally reduced in relation to any works or part of the works completed by the Contractor.

The payment of Liquidated Damages shall not release the Contractor from its obligations to complete the works or any other of its liabilities.

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer Shire of Jerramungup 8 Vasey Street , Jerramungup WA 6337.

I/We (Registered Entity Name):	
	(BLOCK LETTERS)
of:	
(REGISTERED STREET ADDRESS)	
ABN	ACN (if any)
Telephone No:	Facsimile No:
E-mail:	

In response to Request for Tender (RFT) 06/21 *Fishery Beach Marina, Bremer Bay - Boat Ramp and Jetty Refurbishment*

1/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this	day of	20
Signature of authorised signatory of Tenderer:		
Name of authorised signatory (BLOCK LETTERS):		
Position:		
Telephone Number:		
Authorised signatory Postal address:		
Email Address:		

5.2 Selection Criteria

5.2.1 Compliance Criteria

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

Desc	riptic	on of Compliance Criteria	
a)	submi compl	erers are to provide acknowledgment that your organisation has tted in accordance with the Conditions of Tender including etion of the Offer Form and provision of your pricing submitted format required by the Principal.	Yes / No
b)	Tende	erers are to provide their building licence and registration details	Yes / No
c)	Comp	liance with the Specification contained in the Request.	Yes / No
d)	Comp	liance with the Quality Assurance requirement for this Request.	Yes / No
e)	Comp	liance with the Delivery Date.	Yes / No
 f) Risk Assessment Tenderers must address the following information in an attachment and label it "Risk Assessment": 			Yes / No
	i)	An outline of your organisational structure inclusive of any branches and number of personnel.	
	ii)	If companies are involved, attach their current ASC company extracts search including latest annual return.	
	iii)	Provide the organisation's directors/company owners and any other positions held with other organisations.	
	iv)	Provide a summary of the number of years your organisation has been in business.	
	V)	Attach details of your referees. You should give examples of work provided for your referees where possible.	
	vi)	Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.	
	vii)	Are you acting as a trustee of a trust? If Yes, give the name of	

	the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.	
viii)	Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.	
ix)	Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.	
x)	Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
xi)	Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.	
xii)	In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	
The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds "umbrella Insurance" please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance.		

Part 6 COMPLETE AND RETURN THIS PART

5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

Weighting
40%
Tick if provided

B. Construction Programme and Methodology	Weighting
Respondents are to provide a Construction Programme and	20%
Methodology with a projected completion date of work elements.	Tick if attached
This should include consideration of supply of materials, fabrication,	
corrosion protection, transport, demolition, works below water, piling,	
weather and the date for Practical Completion.	

C. Capacity	Weighting
Respondents must provide details of the resources that will be	20%
allocated to meet the requirements of this Contract which may	Tick if attached
include:	
A brief history of the company addressing the period of time in	
business, the number of full-time employees and the principal	
location of the business.	
• The structure of the business and details of the support team	
proposed for the Contract including the following details of key	

Part 6 COMPLETE AND RETURN THIS PART

manar	gement and site-based personnel;	
0	Qualifications;	
0	Professional or business associations;	
0	Length of service;	
0	Industry experience – emphasis on similar requirements seeking details of the scope, person's role, involvement and the outcome. Include details of issues that arose during the project and how these were managed.	
0	Information about similar work carried out under Contracts for other government or private organisations; demonstrating competency and proven track record of achieving outcomes.	
An ind this Of	lication if additional staff will be employed if successful with ffer.	
Plant a	and equipment proposed for the works.	
A curre	ent commitment schedule is to be provided that includes:	
0	Project Name	
0	Description	
0	Client	
0	Location	
0	Project Value	
0	Date Started	
0	Works Remaining	
Backu	p resources	

D. Demonstrated Experience in Completing Similar Projects	Weighting
Respondents are to provide a description of similar work carried	15%
out under Contracts for other government or private organisations.	Tick if attached
The minimum information required for at least 3 projects is:	

Part 6 COMPLETE AND RETURN THIS PART

Scope of work and Outcomes;	
 Period and dates of Contracts; 	
 Referee contacts for similar works - Minimum 3 including examples of work performed for those referees, and including project value and completion date. (Referees may be contacted during the evaluation of Offers). 	

E. Local Content	Weighting
Respondents must provide details of the resources that will sourced locally to meet this contract which may include:	5%
 Services to be sourced locally – name and value of supplier 	Tick if attached □
 Trades sourced locally – name and vale of supplier Materials sourced locally – name and value of supplier 	
Use of local accommodation – name and value of supplier	
Please provide details including; the name, address and the number of people employed; and the Services / Requirements that will be subcontracted.	

5.3 Price Information

The Tenderer is requested to price all tasks in Attachment 9.1.4 Fishery Beach Marina Price Schedule being Option 1, Option 2, and Option 3. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

Before completing the Price Schedules, Tenderers should ensure they have read this entire Request. If an alternative price schedule is proposed, clearly mark the schedule as an attachment. 5.3.1 5.3.1 5.3.1

5.3.1 Discounts

Are you prepared to allow discount for prompt settlement of accounts?	Yes / No	
If you are offering discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled " Discounts ".	"Key Personnel" □	Tick if attached □

Contractor's Occupational Safety and Health Management System Questionnaire

This questionnaire forms part of the Principal's Tender evaluation process and is to be completed by tenderers and submitted with their Tenders and labelled as "**Contractor's Safety & Health Questionnaire**". The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

OSH Policy and Management	Yes	No
Is there a written company Health and Safety Policy?		
If Yes, provide a copy of the policy.		
Does the company have an OSH Management System?		
If Yes, provide details:		
Is the OSH Management System audited or reviewed on a regular		
basis?		
If Yes, provide details of last audit and outcomes.		
Is there a company OSH Organisation Chart?		
If Yes, provide a copy		
Are Line Managers held accountable for Health and Safety		
performances?		
If Yes, provide details		

Safe Workplace Practices and Procedures	Yes	No
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations? If Yes, provide a summary listing of procedures or instructions.		
Are safe operating procedures or specific safety instructions issued to employees? If Yes, explain how this is done.		
Does the company have any Permit to Work systems? If Yes, provide a copy of a standard Incident Report form.		
Which company personnel are responsible for investigating incidents?		
Do Incident Reports contain prevention recommendations?		
Who is responsible for implementing remedial measures recommended?		

/?	
provided for	r, or
taken for er	mployees
any employ	ees and or
	y?

Safety and Health Workplace Inspection	Yes	No
Are regular Health and Safety Inspections at work Sites undertaken?		
If Yes, provide details.		
Are standard workplace inspection checklists used to conduct Health		
and Safety Inspections?		
If Yes, provide details or examples.		
Who normally completes workplace Safety and Health Inspections?		
How are workplace Safety and Health Inspection reports dealt with?		
Is there a procedure by which employees can report hazards at		
workplaces?		
If Yes, provide details		

Safety and Health Consultation	Yes	No
Is there a workplace Safety Committee? If Yes, provide details.		
Are there guidelines on procedures governing the Safety Committee operation?		
Are there employee elected Health and Safety Representatives? If Yes, provide details		
Safety and Health Performance Monitoring	Yes	No
Is there a system for recording and analysing Safety Performance Statistics? If Yes, provide details.		
Is Safety Performance on the agenda of management meetings?		

If Yes, provide details.	
Is senior management involved in analysis of Safety Performance Statistics?	
Has the company ever been convicted of an Occupation Health and Safety offence? If Yes, provide details.	

6 Tenderer's Safety Record

Complete the following details and submit with your Tender labelled as "**Tenderer's Safety Record**".

Project	Date of Accident/Notice	Accident or Infringement Notice	Reason	Time Lost

7 Project Reference Sheet

Complete the following details and submit with your Tender labelled as "**Project Reference Sheet**", or submit a prepared project list as an attachment.

Name of Project	Value (approx.)	Date Started	Date Completed	Client	Referees Name	Telephone Number

8 Tenderer's Resource Schedule

8.1 Tenderer's Current Commitment Schedule

Project	Description	Value as Let	Date Started	Referees Name Telephone Number

8.2 Tenderer's Human Resources Schedule

Staff name	Title	Time in Role	Availability in Project

9 Attachments

- 9.1.1 Technical Specifications October 2021 Rev C SE64-04-R02 including attachments; Attachment 1 Drawings, Attachment 2 Site Photographs, Attachment 3 Tide Predictions and Typical Metocean Conditions, Attachment 4 Available Drawings of Existing Structures, Attachment 5 Geotechnical Data, Attachment 6 Services.
- 9.1.2 Local Development Trades Information
- 9.1.3 AS4000 Annexure
- 9.1.4 Fishery Beach Marina Price Schedule

This Annexure takes the place of Part A of the Annexure to the General Conditions of Contract AS 4000-1997

Item		
1	Principal (clause 1)	Shire of Jerramungup
		ABN 45 742 432 975
2	Principal's address	Shire of Jerramungup
		8 Vasey Street,
		Jerramungup, Western Australia 6337
3	Contractor	
	(clause 1)	
		ACN ABN
4	Contractor's address	
4A	Contractor's Representative	
		Phone
		Email
5	Superintendent (clause 1)	The person occupying the role of Director, Project Procurement and Contracts for the Principal
6	Superintendent's address	Shire of Jerramungup
		8 Vasey Street,
		Jerramungup, Western Australia 6337

This Ann	This Annexure takes the place of Part A of the Annexure to the General Conditions of Contract AS 4000-1997					
6A	Superintendent's Representative	Stuart Barr as Director, Seashore Engineering				
		Phone: 0447 772 003				
		Email: stuart@seaeng.com.au				
† 7	(a) Date for practical completion (clause 1)	10/12/2021				
	OR					
	 (b) Period of time for <i>practical completion</i> (clause 1) 					
7A	contract sum	The GST inclusive sum set out in the <i>Price Schedule</i> , and not to exceed \$ <mark>insert</mark> (including GST) except as varied in accordance with this Contract.				
8	Governing law (clause 1(h))	Western Australia				
8A	<i>Relationship Management Workshop</i> Required (Clause 2A.2)	□Yes □ No				
8B	<i>Contract Leadership Team</i> to be Established (Clause 2B)	□Yes □ No				
8C	Site Conferences					
	(Clause 2B.3)					
9	(a) Currency (clause 1(g))	Australian Dollars				
	(b) Place for payments(clause 1(g))	Jerramungup, Western Australia				
	(c) Place of business of bank(clause 1(d))	Jerramungup, Western Australia				
10	<i>Bills of quantities</i> (subclause 2.2)					
	a) Alternative applying (subclause 2.2)	Alternative 1				
	b) If Alternative 1 applies, is the bill of quantities to be priced? (subclause 2.2)	Yes.				

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

This Annexure takes the place of Part A of the Annexure to the General Conditions of Contract AS 4000-1997

		Tender Closing Date.
limi	ts of accuracy	Not applicable.
per	centage for profit and attendance	10%
Alte	ernative applying	□ Alternative 1 □ Alternative 2 □ Alternative 3
Cor	ntractor's security	
(a)	Form (clause 5)	Two Bank Guarantees, each for half the amount set out in Item 13(b)
(b)	Amount or maximum percentage of contract sum (clause 5)	5%
(c)	If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)	10 %, until the limit in <i>Item</i> 13(b) If nothing stated, not applicable.
(d)	Time for provision (except for retention moneys) (clause 5)	within 14 days after date of acceptance of tender, or prior to the Contractor or its agents commencing activity on the site, whichever is earlier.
(e)	Additional security for unfixed plant and materials (subclauses 5.4 and 37.3)	\$
(f)	Contractor's security upon certificate of practical completion is reduced by (subclause 5.4)	50% of amount held
	(sul Qua limi (sul Pro pere (cla Riss Alte (cla Cor (a) (b) (c) (d) (e)	 (b) Amount or maximum percentage of <i>contract sum</i> (clause 5) (c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2) (d) Time for provision (except for retention moneys) (clause 5) (e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3) (f) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by

[†] 14 Principal's security

t

Not Used.

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

ANNEXURE TO AS4000-1997 This Annexure takes the place of Part A of the Annexure to the General Conditions of Contract AS 4000-1997

15 <i>Principal</i> -supplied documents (subclause 8.2)	Principal-supplied documents	Document	No. of copies
	ubclause 8.2)	1 Technical Specification including Drawings and Attachments (SE064-02-R01 RevB).	1
		2	1
		3	1
		4	1
		5	1
16	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	14 days	
17	Subcontract work requiring approval (subclause 9.2)	Changes to the subcontractors identified in the	
18	Novation (subclause 9.4)	subcontractor Particula	r part of WUC
19	Legislative requirements		
	a) Those excepted (subclause 11.1)		
	b) Identified <i>WUC</i> (subclause 11.2(a)(ii))	Works outlined in the Technical Specification ar Drawings	
	(c) Application of <i>the Building Code</i> (subclause 11.5)	□Yes □ No	
20	Insurance of <i>the Works</i> (clause 16)		
	(a) Alternative applying	Alternative 1	

This Annex	sure takes the place of Part A of the Ann	nexure to the General Conditions of Contract AS 4000-1997				
	If Alternative 1 applies					
	(b) Provision for demolition and					
	removal of debris	\$				
		OR				
		% of the <i>contract</i> sum				
	(c) Provision for consultants' fees and					
	Principal's consultants' fees	\$				
		OR				
		% of the contract sum				
	(d) Value of materials or things to be					
	supplied by the <i>Principal</i>	\$				
	(e) Additional amount or percentage	ΨΨ				
	(e) Additional amount of percentage					
		\$				
		OR				
		% of the total of (a) to (d) in clause 16				
21	1 Public liability insurance (clause 17)					
	(a) Alternative applying	Alternative 1 If nothing stated, Alternative 1 applies				
	If Alternative 1 applies					
	(b) Amount per occurrence shall be	<u>\$10,000,000</u> if the <i>contract sum</i> is \$10,000,000 or less.				
	not less than	<u>\$20,000,000</u> if the <i>contract sum</i> is greater than \$10,000,000.				
		and in any case, the above amount is per occurrence and in aggregate.				
22	Time for giving possession	Within14days of date of acceptance of tender.				
	(subclause 24.1)	If nothing stated, 14 days				
22A	(a) Is a <i>Traffic Management Plan</i> Required?	⊠Yes □ No				
	(b) is a <i>Community Liaison Plan</i> required?	□Yes ⊠ No				
23	<i>Qualifying causes of delay</i> , causes of delay for which <i>EOTs</i> will not be granted (paragraph (b)(iii) of clause 1 and	Inclement weather occurring before the date for practical completion				
	subclause 34.3)					

This	Anne>	cure takes the place of Part A of the Ar	nexure to the	e General Conditions of Contract AS 4	000-1997
t	24	Liquidated damages, rate (subclause 34.7)	\$100	per day	
t	25	Bonus for early <i>practical completion</i> (subclause 34.8)	Not applica	ble.	
†	26	Contractor's Delay Costs	\$0	per day	
		(subclause 34.9)			
	26A	Contractor's Key Personnel		Name	Role
		(clause 28.1)			
	27	Defects liability period (clause 35)	12 Months		
	27A	(a) Are Daily Reports Required? (subclause 31A.1)	⊠Yes	□ No	
		(b) Are Weekly Reports required?	⊠Yes	🗆 No	
		(subclause 31A.2)			
	27B	Form of Construction Program (subclause 32.1)	⊠Critical P	ath Network 🛛 Bar Chart	
	28	progress claims (subclause 37.1)			
		(a) Times for progress claims	30 th day of month	each month for WUC done to the30 th	day of that
		OR			

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

[†] If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

This Annex	ure takes t	he place of Part A of the Anr	nexur	e to the General Conditions of Contract AS 4000-1997
	(b) S claims	tages of <i>WUC</i> for progress	 	
29		lant and materials for which claims may be made	Non	e
	(subclaus	e 37.3)		
30	Interest ra (subclaus	ate on overdue payments e 37.5)	8%	per annum
31		Principal to rectify inadequate on (subclause 39.7)	Thre	ee months
32	Arbitratior (subclaus			
	(a) Perso arbitra	n to nominate an ator	Pres	ident of the Resolution Institute (Western Australia)
	(b) Rules	for arbitration	Eith	er:
			(a)	rules 5–18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations; or
			(b)	if one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in <i>Item</i> 37(c)
	(c) Appoi	nting Authority under	Pres	ident of the Resolution Institute (South Australia)

UNCITRAL Arbitration Rules

This Annexure takes the place of Part A of the Annexure to the General Conditions of Contract AS 4000-1997

Part A - Separable Portions

NB: This section should only be completed if the Contract provides for separable portions. Complete the below table for each separable portion which should be numbered appropriately. Any balance of the Works should also be a separable portion.

	Separable Portion	No.					
	Description of Separable Portion						
7	(a) Date for practical completion (clause 1)						
	OR						
	(b) Period of time for practical completion (clause 1)						
13	Contractor's security						
	(a) Form (clause 5)						
	(b) Amount or maximumpercentage of <i>contract sum</i>(clause 5)	If nothing stated, 5% of the <i>contract sum</i>					
	 (c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2) 	%, until the limit in <i>Item</i> 13(b) If nothing stated, 10%, until the limit in <i>Item</i> 13(b)					
	(d) Time for provision (except for retention moneys)(clause 5)	within 14 days after date of acceptance of tender					
	 (e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3) 	\$					
	(f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4)	% of amount held If nothing stated, 50% of amount held					
24	Liquidated damages, rate (subclause 34.7)	per day \$ per day					
26	Contractor's Delay Costs	\$ per day					
	(subclause 34.9)						

Fishery Beach Marina - Boat Ramp and Jetty Construction

Fee Schedule - Option 1

Project: SE064 Date: Principal: Shire of Jerramungup

Description: Refurbishment of Fishery Beach Marina Boat Ramp and Jetty, incl. demolition of existing facility and construction of new 36.6m x 2.0m steel jetty with **steel piles** and boat ramp (2 lanes).

		Price Schedule - Option 1				
Item No.	Description	Unit	Rate (\$ Ex GST)	Quantity	Amount (\$ Ex GST)	
1	Preliminaries					
	Management Plans and Reporting	item		1	\$ -	
	Survey and Setout	item		1	\$ -	
	Site Establishment and Mobilisation	item		1	\$ -	
				1	<u> </u>	
	Traffic Management (temporary fencing, signage and nav markers)	item				
1.5	Demolition of existing structure (jetty, abutment, concrete ramp units and kerbing).	item		1	\$-	
1.6	Site Reinstatement and Decommissioning	item		1	\$-	
				Subtotal (Preliminaries)	\$-	
2	Finger Jetty (36.6m x 2.0m)					
	Materials					
	Supply of new steel piles (incl. corrosion protection.)	unit	\$-	9	\$-	
	Supply of new steel piles (Incl. corrosion protection.) Supply and fabrication of steelwork for jetty substructure	item	\$ - \$ -	9	\$ -	
	(incl. corrosion protection & fixings).					
	Supply and fabrication of steelwork for fenders (i.e. C- sections, incl. corrosion protection & fixings).	unit	\$-	36	\$-	
	Supply of Rubber fenders - vertical (incl. fixings)	unit	\$-	36	\$-	
2.1.5	Supply of Rubber fenders - horizontal (incl. fixings)	item	\$ -	1	\$-	
2.1.6	Supply of FRP Decking and clips	item	\$-	1	\$-	
2.1.7	Supply of stainless steel ladders	unit	\$-	6	\$-	
2.1.8	Supply of navigation light	item	\$-	1	\$-	
	Supply of Denso wrapping	item	\$ -	1	\$ -	
22	Construction					
	Installation of new steel piles	unit	\$-	9	\$-	
	Installation steelwork for jetty substructure	item	\$ -	1	\$ -	
	Installation of steel chafers and vertical rubber fenders		\$ - \$ -	1	\$ -	
		item		1	\$ -	
	Installation of horizontal fenders	item				
	Installation of FRP Decking	item	\$ -	1	\$ -	
	Installation of ladders	item	\$ -	1	\$ -	
	Installation of navigation light	item	\$ -	1	\$ -	
2.2.8	Installation of Denso wrapping	item	\$ -	1	\$ -	
				Subtotal (Finger Jetty)	\$-	
3	Boat Launching Ramp (2 Lanes)					
	Materials					
	Supply of insitu concrete boat ramp slabs - waffle pattern	unit	\$-	24	\$-	
	Supply of insitu concrete boat ramp slabs - chevron pattern	unit	\$ -	16	\$ -	
3.1.3	Supply and FRP Kerbing	item	\$-	1	\$-	
	Supply of marine grade geofabric.	item	\$ -	1	\$-	
2.0	Construction					
	Reworking of ramp foundation to provide base for boat ramp slabs (nominal 200T of Principal supplied rock).	unit	\$-	1	\$-	
2.2.0		unit	¢	1	\$ -	
	Concretion of toe beam (incl materials).		\$ - \$ -	40	\$ - \$ -	
	Installation of insitu concrete boat ramp slabs (incl geofabric and kerbing)	unit			•	
3.2.4	Installation of rip rap and armour rock for ramp protection (nominal 300T of Principal supplied rock).	item	\$-	1	\$ -	
3.2.5	Construction of jetty abutment (in situ mass concrete)	item	\$-	1	\$-	
3.2.6	Concretion of concrete access path to jetty abutment (incl materials).	unit	\$-	1	\$-	
				Subtotal	\$-	
				(Boat Ramp)		
				(Boat Ramp)		

Total Lump Sum (\$ ExGST) GST (\$) Total Lump Sum (\$ InclGST)

Notes

1. Based on Fishery Beach Marina Boat Ramps and Jetty Refurbishment Drawing Series SE064_04 Issued for Tender

2. Refer Technical Specification SE064_04_02 for details.

Fishery Beach Marina - Boat Ramp and Jetty Construction

Fee Schedule - Option 2

Project: SE064 Date: Principal: Shire of Jerremungup

Description: Refurbishment of Fishery Beach Marina Boat Ramp and Jetty, incl. demolition of exisiting facility and construction of new 36.6m x 2.0m steel jetty with **concrete piles** and boat ramp (2 lanes).

			Price Schedule - Option 2					
Item No.	Description	Unit	Rate (\$ Ex GST)	Quantity	Amount Ex GST)	(\$		
1	Preliminaries							
	Management Plans and Reporting	item	-	1	\$	-		
	Survey and Setout	item		1	\$	-		
	Site Establishment and Mobilisation	item	-	1	\$	-		
	Traffic Management (temporary fencing, signange and nav	item		1	\$	-		
	markers)							
1.5	Demolition of existing structure (jetty, abutment, concrete ramp units and kerbing).	item		1	\$	-		
1.6	Site Reinstatement and Decommissioning	item		1				
				Subtotal (Preliminaries)	\$	-		
	Boat Ramp Finger Jetty (37m x 2m)							
	Materials Supply of materials for new concrete piles (incl. corrosion	unit	\$-	9	\$	-		
	protection.)							
2.1.2	Supply and fabrication of steelwork for jetty substructure (incl. corrosion protection & fixings).	item	\$-	1	\$	-		
2.1.3	Supply of steelwork for fenders and timber chafers	unit	\$-	36	\$	-		
2.1.4	Supply of Rubber fenders - vertical (incl. fixings)	unit	\$-	36	\$	-		
	Supply of Rubber fenders - horizontal (incl. fixings)	item	\$-	1	\$	-		
2.1.6	Supply of FRP Decking and clips	item	\$ -	1	\$	-		
	Supply of steel ladders (incl corrosion protection)	unit	\$ -	6	\$	-		
	Supply of navigation light	item	\$ -	1	\$	-		
	Supply of Denso wrapping	item	\$ -	1	\$	-		
22	Construction					_		
	Installation of new concrete piles	unit	\$-	9	\$	-		
	Installation steelwork for jetty substructure	item	\$ -	1	\$	-		
	Installation of steel brackets, timber chafers and vertical rubber fenders	item	\$ -	1	\$	-		
224	Installation of horizontal fenders	item	\$-	1	\$			
	Installation of FRP Decking	item	\$ -	1	\$			
	Installation of ladders	item	\$ -	1	\$	-		
	Installation of navigaiton light	item	\$ -	1	\$	-		
	Installation of Denso wrapping	item	\$ -	1	\$			
2.2.0	Installation of Denso Wapping	item	Ų.	Subtotal (Finger Jetty)	\$	-		
	Post Launching Ramp (2 Lance)			(gor oorty)				
	Boat Launching Ramp (2 Lanes)							
	Materials	mit	\$ -	24	¢			
	Supply of insitu concrete boat ramp slabs - waffle pattern	unit	÷		\$ ¢	-		
	Supply of insitu concrete boat ramp slabs - waffle pattern	unit	Ψ	16	\$	-		
	Supply and FRP Kerbing	item	\$ -	1	\$	-		
3.1.4	Supply of marine grade geofabric.	item	\$-	1	\$	-		
3 3	Construction							
	Reworking of ramp foundation to provide base for boat	unit	\$-	1	\$	-		
	ramp slabs (nominal 200T of Principal supplied rock).		¢	1	¢	_		
	Concretion of toe beam (incl materials).	unit	\$ - \$ -	1 40	\$ \$	-		
	Installation of insitu concrete boat ramp slabs (incl geofabric and kerbing)	unit				-		
3.2.4	Installation of rip rap and armour rock for ramp protection (nominal 300T of Principal supplied rock).	item	\$-	1	\$	-		
3.2.5	Construction of jetty abutment (in situ mass concrete)	item	\$-	1	\$	-		
3.2.6	Concretion of concrete access path to jetty abutment (incl materials).	unit	\$-	1	\$	-		
				Subtotal	\$			
				(Boat Ramp)				
				. 17		_		

Total Lump Sum (\$ ExGST) GST (\$) Total Lump Sum (\$ InclGST)

Notes

1. Based on Fishery Beach Marina Boat Ramps and Jetty Refurbishment Drawing Series SE064_04 Issued for Tender

2. Refer Technical Specification SE064_04_02 for details.

Fishery Beach Marina - Boat Ramp and Jetty Construction

Fee Schedule - Option 3

Project: SE064 Date: Principal: Shire of Jerremungup

Description: Refurbishment of Fishery Beach Marina Boat Ramp and Jetty, incl. demolition of exisitng facility (excluding piles) and construciton of **refurbished** 28.6m x 1.2m steel jetty and boat ramp (2 lanes).

	Description	Price Schedule - Option 3				
Item No.		Unit	Rate (\$ Ex GST)	Quantity	Amount Ex GST)	(\$
1	Preliminaries					
	Management Plans and Reporting	item		1	\$	
	Survey and Setout	item		1	\$	-
	Site Establishment and Mobilisation	item		1	\$	-
	Traffic Management (temporary fencing, signange and nav	item		1	\$	-
1.5	markers) Demolition of existing structure (jetty, abutment, concrete	item		1	\$	
1.5	ramp units and kerbing).	item			φ	-
1.6	Site Reinstatement and Decommissioning	item		1		
				Subtotal (Preliminaries)	\$	-
	Boat Ramp Finger Jetty (30m x 2m)					
	Materials					
2.1.1	Supply of materials for REFURBISH EXISTING PILES (incl. corrosion protection.)	unit	\$-	7	\$	-
2.1.2	Supply and fabrication of steelwork for jetty substructure (incl. corrosion protection & fixings).	item	\$ -	1	\$	-
2.1.3	Supply of steelwork for fenders and timber chafers	unit	\$ -	28	\$	-
2.1.4	Supply of Rubber fenders - vertical (incl. fixings)	unit	\$ -	28	\$	-
	Supply of Rubber fenders - horizontal (incl. fixings)	item	\$ -	1	\$	-
2.1.6	Supply of FRP Decking and clips	item	\$ -	1	\$	-
	Supply of steel ladders (incl corrosion protection)	unit	\$ -	4	\$	-
	Supply of navigation light	item	\$ -	1	\$	-
	Supply of Denso wrapping	item	\$ -	1	\$	-
			+		Ŧ	
2.2	Construction					
	Refurbishment of Existing concrete piles	unit	\$-	7	\$	-
	Installation steelwork for jetty substructure	item	ş -	1	\$	-
		item	\$ -	1	\$	-
2.2.3	Installation of steel brackets, timber chafers and vertical rubber fenders	nem	φ -	I	φ	
2.2.4	Installation of horizontal fenders	item	\$ -	1	\$	-
2.2.5	Installation of FRP Decking	item	\$ -	1	\$	-
2.2.6	Installation of ladders	item	\$ -	1	\$	-
2.2.7	Installation of navigaiton light	item	\$ -	1	\$	-
2.2.8	Installation of Denso wrapping	item	\$ -	1	\$	-
				Subtotal (Finger Jetty)	\$	-
3	Boat Launching Ramp (2 Lanes)					
	Materials					
	Supply of insitu concrete boat ramp slabs - waffle pattern	unit	\$ -	24	\$	
	Supply of insitu concrete boat ramp slabs - waffle pattern	unit	\$ -	16	\$	
	Supply and FRP Kerbing	item	\$ -	1	\$	-
	Supply of marine grade geofabric.	item	\$ -	1	\$	-
3.1.4	Supply of marine grade georablic.	nom	ψ -		Ψ	-
2.2	Construction					
	Construction Reworking of ramp foundation to provide base for boat	unit	\$-	1	\$	
	ramp slabs (nominal 200T of Principal supplied rock).					-
	Concretion of toe beam (incl materials).	unit	\$-	1	\$	-
3.2.3	Installation of insitu concrete boat ramp slabs (incl geofabric and kerbing)	unit	\$-	40	\$	-
3.2.4	Installation of rip rap and armour rock for ramp protection (nominal 300T of Principal supplied rock).	item	\$-	1	\$	-
3.2.5	Construction of jetty abutment (in situ mass concrete)	item	\$ -	1	\$	-
	Concretion of concrete access path to jetty abutment (incl	unit	\$ -	1	\$	-
	materials).					
			1	Subtotal	\$	-
				(Boat Ramp)	÷	

Total Lump Sum (\$ ExGST) GST (\$) Total Lump Sum (\$ InclGST)

Notes

1. Based on Fishery Beach Marina Boat Ramps and Jetty Refurbishment Drawing Series SE064_04 Issued for Tender

2. Refer Technical Specification SE064_04_02 for details.