



TENDER NUMBER: RFT 11/12

**TENDER DOCUMENT
For**

**SHIRE STAFF HOUSING PROJECT,
LOT 292 POINSETTIA STREET, TOM PRICE**

TENDERS CLOSE 3pm Thursday 20th December 2012

Opening of tenders shall occur at 4pm Thursday 20th December 2012.

THE TENDER SHALL BE LODGED IN THE TENDER BOX, LOCATED AT:

**Shire of Ashburton Administration Offices
Poinciana Street
TOM PRICE WA 6751**

OR EMAILED TO: tenders@ashburton.wa.gov.au

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GENERAL CONDITIONS OF TENDERING

1. DESCRIPTION OF PROJECT

The Shire of Ashburton is seeking the “Design and Construction of Residential Staff Houses” as generally described in the Principal’s Project Requirement documents that form part of the Tender documentation as prepared by Shire of Ashburton.

This Request for Tender has been compiled to assist the Shire of Ashburton to obtain documentation and construction submissions for the procurement of the proposed dwellings.

2. DEFINITIONS AND INTERPRETATIONS

The interpretations contained in the General Conditions of Contract are applicable to the Tender Document.

In addition the following definitions of terms used in this document will apply unless the context otherwise dictates so.

“Council”	means the Council of the Shire of Ashburton.
“Construction Program”	means the program of Works included in the Contract that specifies the agreed timetable for the construction of the house.
“Construction Site(s)”	means the lot on which the Works are to be constructed.
“Construction Supervisor”	Means the person nominated by the Contractor and accepted by the Principal to act on behalf of the Contractor in supervising all matters concerning the construction of the Works and to provide the day to day point of contact between the Contractor and the Principal.
“General Conditions of	means Australian Standard – general conditions of contract for Design and Construct (AS Contract” 4902-2000).
“Principal”	means the Shire of Ashburton.
“Principal’s Representative”	The Principal’s Representative is the person nominated by the Shire of Ashburton to act on its behalf for all matters concerning the construction of the Works and to provide the day to day point of contact between the Principal and the Contractor.
“Specification”	means the Specification set out in the Construction Documents
“Standard(s)”	means the Codes, Standards and other specified reference documents that govern the design, Specification and construction of the Works.
“Sub Contractor”	means a sub contractor contracted to the Contractor to provide goods or services to the Contractor for the latter to perform the Contract.

“Tender”	means a valid written offer submitted by a Tenderer following an invitation of the Principal in that regard.
“Tenderer”	means any party submitting a Tender.
“Tender Document”	includes those documents referred to in Clause 2.1.
“Works”	means the whole of the work to be carried out and completed under the Contract, including any approved variations.

The intent of the Works to be undertaken is to fully complete the Works in accordance with the Construction Documents for the purpose designed and the Contractor will be deemed to have agreed to furnish everything reasonably necessary for such proper and complete construction of the Works notwithstanding any omission in the Construction Documents.

Minor items not expressly mentioned in the Construction Documents, but necessary for the satisfactory completion and performance of the Works, shall be allowed for, supplied and executed by the Contractor at his cost.

All work is to comply with the BCA, other relevant Codes and Standards, and the requirements of all authorities as applicable.

3. TENDER DOCUMENT

The listed items in these schedules shall not be altered in any way including the Shire’s format or wording. Tender submissions with alterations may not be considered for evaluation

3.1 The Tender Document shall comprise:

- (a) These General Conditions of Tendering;
- (b) Principal’s Project Requirements ;
- (c) Formal Instrument of Agreement;
- (d) General Conditions of Contract Annexures Part A, B and E and additions or deletions to;
- (e) Tender Form;
- (f) Schedule 1 – Price Schedule and Program;
- (g) Schedule 2 – Tenderers Occupational Health and Safety Management System Questionnaire;
- (h) Schedule 3 – Tenderers Information;
- (i) Schedule 4 – Reference Sheet;
- (j) Schedule 5 – Evidence of Tenderers Registration;
- (k) Schedule 6 – Tenderers Current Commitments;
- (l) Schedule 7 – Tenderers Selected Sub Contractors;
- (m) Schedule 8 – Insurance Policy Declaration;
- (n) Checklist for Tender Submissions

3.2 Copies of all documents referred to in Clause 3.1, except those referred to in Clause 3.1(n) above and any Australian Standards, are attached to these General Conditions of Tendering.

This Request for Tender does not contain a copy of AS4902-2000 General Conditions of Contract for Design and Construct which will form part of the contract documents but is not bound into said document at time of execution. It is the responsibility of the Tenderer to obtain a copy.

4. DOCUMENTS TO BE SUBMITTED WITH TENDER

In accordance with the General Conditions of Tendering the following documents shall be completed, signed and submitted with the Tender:

- (a) Tender Form;
- (b) Schedules 1, 2, 3, 4, 5, 6, 7, 8 and any others specified;
- (c) Design proposals;
- (d) Project Design, Procurement and Construction Programme;
- (e) Documented evidence that the Tenderer has successfully completed similar works of a comparable nature and magnitude within the last five (5) years, including telephone numbers of referees;
- (f) Letter addressed to Tenderer's Accountant authorising the Principal to make enquiries, if required, as to the Tenderer's financial position and its capacity to undertake the works under the Contract; and
- (g) All other information required by the Tender Document.

5. CLARIFICATION OF THE TENDER DOCUMENT

All Tender enquiries should be referred to the following staff:

Technical enquiries: Anika Serer, Shire of Ashburton Tel: 08 9188 4444
E-mail anika.serer@ashburton.wa.gov.au

Contractual enquiries Anika Serer, Shire of Ashburton Tel: 08 9188 4444
E-mail anika.serer@ashburton.wa.gov.au

All enquiries shall be made in writing and responses will be in writing to all known intending tenderers.

6. TENDER ASSESSMENT

A Tender will only be accepted following the completion of an assessment of all Tenders by a Tender Evaluation Panel and a review of any recommendation by that Panel by the Principal's Council or the Principal's Chief Executive Officer.

Selection criteria will be scored with weightings applied to give a total score for each Tender received. The evaluation criteria will assess issues associated with qualitative and quantitative factors of tenders and provide the best value for money for the Shire.

The relevant criteria are:

Price	40%
Submitted design(s)	30%
Time frame submitted for completion	20%
Relevant experience	<u>10%</u>
	100%

Tenderers are advised that for the purposes of the tender assessment, the price tendered will be assessed in accordance with the Buy Local – Regional Price Preference Policy of the Principal. A copy of the Policy may be obtained on request to Anika Serer of the Shire of Ashburton.

Tenderers may be required to attend an interview or make a presentation to clarify or demonstrate claims made in the Tender.

The Principal will take into consideration the following criteria along with the risk assessment and reference checking:

- (a) Tenderers previous experience in carrying out work similar to the Works;
- (b) Tenderers recent previous successful experience in construction of similar projects in a North West location;
- (c) Price for the Works offered;
- (d) Tenderers resources;
- (e) Quality Assurance accreditation; and
- (f) Environmental and Safety management.

Emphasis and preference will be given to designs showing flair, innovation and imagination particularly in regards to street elevations. Tenderers should provide details in relation to design features to assist in assessment of these criteria.

Tenderers shall submit architectural drawings for each submitted design and a written specification (three copies) are required to be submitted for this tender for consideration.

The submitted plans in support of this tender are to consist of a minimum of:

- A site plan to a scale of 1:200 showing the location of the house on each lot, setbacks, crossover, outside shaded area, drying yard, bin store, store. Submitted on A3 size paper.
- Indicative boundary fence plan 1:100.
- A floor plan (include carport/garage location) to a scale of 1:100 with all internal room dimensions and sizes to be shown including wall widths. Submitted on minimum A3 size paper.
- A section (include floor to ceiling height) to a scale of 1:100.
- Electrical plan 1:100 (include ceiling fans).
- All external elevations (include eaves depth, roof material, colour and pitch, any free standing shed) to be dimensioned and shown to a scale of 1:100 submitted on A3 size paper.
- A written specification detailing those items not shown on the submitted plans.
- Manufacturers brochures may be submitted in support of fixtures and fittings or other proposed features that are proposed.
- A coloured front (street) elevation would assist the Shire in the selection process.

All drawings shall be to scale and include a north point, full annotation and dimensions. Consideration will be given to the use of energy efficient design and appliances and should be

highlighted on any submitted plan or specification for Shire attention.

No engineering drawings or details should be included with the tender submission, but rather, these will be required as part of the building application for the successful tenderer. The Tenderer is to state the expected delivery / construction time taken for the various stages together with the total time taken to complete the project. It should be noted that this construction time will be considered in the evaluation of tenders submitted.

The Principal may decline to accept any Tender. In accordance with Section 14 (4) of the Local Government (Functions and General) Regulations, the Principal advises that it does **NOT** intend submitting an internal Tender response to this request.

7. TENDER PRICE

The tendered price shall be fixed and not be subject to any rise and fall.

The Tenderer shall include all costs and disbursements of the Tenderer and nominated Sub Contractors, and the tendered price shall be deemed to include:

- (a) Labour, machines and materials;
- (b) Fees and levies;
- (c) Fees as indicated in the price schedule;
- (d) Profit and attendance;
- (e) Insurance costs;
- (f) All kinds of surcharges;
- (g) Mobilisation, demobilisation and establishment charges;
- (h) All State and Commonwealth duties, taxes and charges (excluding GST); and
- (i) Any other necessary costs to complete the Contract.

GST shall be included in the Tender prices, however the successful Tenderer shall separately list GST on each invoice.

8. PROJECT TIMELINE

The timely completion of this project is critical and timeframes must be met to ensure that accommodation is supplied to Shire Staff in accordance with their housing requirements.



Stage 5 Defects Liability Period

12 Months from PC

An indication of time required for individual components such as design (including allowances for review by the Principal), external statutory approvals and construction stages should be included in the Tender Document. Tenderers must demonstrate their ability to comply with the designated design and construction timeframe. It should be noted that it is proposed to include penalties within the Contract for non-compliance with agreed timeframes.

9. CODE OF TENDERING

Except to the extent of any inconsistency with the terms of the Tender Document or any written law the principles contained in the Australian Standard Code of Tendering (AS 4120-1994) shall apply to the preparation, submission, evaluation and selection of a Tender.

10. LODGEMENT OF TENDER

The Tender must be placed in a sealed envelope, **clearly endorsed with the Tender number and title** as shown on the front cover of the Tender Document and addressed to:

The Chief Executive Officer
Shire of Ashburton
Poinciana Street
TOM PRICE WA 6751

The Tender shall be lodged in the Tender Box, located at:

Shire of Ashburton
Poinciana Street
TOM PRICE WA 6751

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

- (a) The Tenderer does not submit a Tender Form which has been completed and signed together with all required schedules and supporting documentation; or
- (b) The Tenderer fails to comply with any other requirements of the Tender Document.

The Tenderers shall submit their Tender in the following formats:

- **one (1) full copy unbound marked “ORIGINAL” and clipped (not stapled) and;**
- **one (1) full copy marked “COPY” inclusive of all brochures and associated documentation stapled (not bound) and;**
- **one (1) electronic copy on CD (pdf format).**

The Tender may be submitted by prepaid post in time for the Tender to be placed in the Tender Box by the date and time for closing. **Tenders close 3pm W.S.T.** on the date nominated on the front cover of the Tender Document.

No responsibility whatsoever will be accepted by the Principal for Tenders submitted by post. Production of a receipt for a document having been sent by courier or by post shall not of itself constitute a ground for accepting a Tender.

Facsimile and oral Tenders shall not be admitted for consideration.

Tenders may be sent electronically to Council's secure email address, tenders@ashburton.wa.gov.au providing original signed tender documents are received at the Shire of Ashburton office within 7 working days of the close of tenders' deadline.

A Tender not in the Tender Box or at the time and date of Tender opening is considered as a late Tender.

A late Tender may not be considered for evaluation.

The Principal accepts no responsibility whatsoever for submitted Tenders failing to be in the Tender Box at the time and date of closing.

11. ACCEPTANCE OF TENDERS

The Principal has the right to accept or reject any Tender. The lowest or any Tender will not necessarily be accepted.

The Principal will accept a Tender judged by the Principal as best suited to the interests of the Principal.

No Tender shall be deemed to have been accepted until the Tenderer has been notified of such acceptance in writing by or on behalf of the Principal.

12. DISCLOSURE OF CONTRACT INFORMATION

12.1 Documents and other information relevant to the outcome of this Tender process may be disclosed when required by law the Freedom of Information Act (WA) 1992 or under a court order.

12.2 All Tenderers shall be given notice in writing containing particulars of the successful Tenderer(s) or advising that no Tender was accepted.

12.3 Section 17, Part 4 of the Local Government (Functions and General) Regulations 1996 (the "Regulations") requires that the Shire maintain a Tender Register which must include, amongst other detail, the name of each Tenderer whose Tender has been opened and the amount of consideration or a summary of the consideration amount.

By submitting a Tender, the Tenderer acknowledges and agrees to the "Regulations" requirements as outlined above.

13. ALTERNATIVE TENDERS

In the event that any tender is submitted which does not conform with these Tender Conditions or the Tender Offer either by way of the omission of information or the provision of additional information or otherwise howsoever, the Principal shall in its absolute discretion determine whether or not such tender shall be classified as a non-conforming tender. If the Principal classifies a tender as a non-conforming tender then the Principal shall in its absolute discretion determine whether or not such tender may be accepted or rejected.

Tenders submitted as alternative Tenders or made subject to conditions other than the General Conditions of Contract shall be clearly marked by the Tenderer as an "Alternative Tender". The Principal may decline to accept any alternative Tender.

14. EXPIRY OR WITHDRAWAL OF TENDERS

A Tender shall constitute an offer and shall remain open for acceptance for ninety (90) days from the date of closing of Tenders. The Principal and Tenderers may agree to extend this period by agreement in writing.

Tenders shall not be withdrawn after the date and time for the closing of Tenders without the consent of the Principal.

15. TENDERERS TO INFORM THEMSELVES

The Tenderer is advised to visit the Site where the works are to be undertaken prior to submitting a Tender and to become fully acquainted with all relevant Site conditions and constraints.

By submitting a Tender, a Tenderer shall be deemed to have:

- (a) Examined carefully and to have acquired actual knowledge of the contents of the Tender Document, any drawings and references cited therein and any other information made available in writing to the Tenderer or referred to by the Principal for the purposes of Tendering;
- (b) Examined all information relevant to the risks, contingencies and other circumstances having an effect on its Tender and which is obtainable by the making of reasonable enquiries;
- (c) Satisfied itself as to the correctness and sufficiency of its Tender for the Works and that its rates and prices cover the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract;
- (d) Made itself aware of the local site conditions, weather and other conditions;
- (e) Made itself aware of the requirements of the Principal's "Occupational Safety & Health Manual" which is available by request from the Shire Safety and Health officer, telephone (08) 9188 4470; and
- (f) Made itself aware of the safety requirements of the Contract as set out in Annexure E to the General conditions of Contract.
- (g) Satisfied itself that its proposed Sub Contractors are fully compliant with any applicable provisions of the Occupational Safety and Health Act 1984 and Occupational Safety and Health Regulations 1996.

16. ALTERATIONS

The Tenderer shall not alter or add to the Tender Form or other required documents unless required by these General Conditions of Tendering. The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the Tender Documents during the Tender period.

17. RISK ASSESSMENT

The Principal may have access to and give consideration to the risk assessment undertaken by Dun and Bradstreet or any other credit rating agency or any information produced by the bank, financial institution, or accountant of a Tenderer so as to assess that Tender and may consider

such materials as tools in the Tender assessment process.

18. CANVASSING OF COUNCILLORS AND COUNCIL STAFF

If a Tenderer, whether personally or by any agent, canvasses any of the Principal's Councillors or staff 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 discretion omit the Tender from consideration.

19. TENDER OPENING

All Tenderers may attend or be represented at the opening of Tenders.

All Tenders will be opened in the Principal's offices, following the advertised closing time.

A list of Tenderers responding to this Tender will be available at www.ashburton.wa.gov.au 48 hours after Tender closing.

20. CLARIFICATION OF TENDERS

A Tenderer may be requested to clarify a Tender in any respect before final consideration.

21. SUB CONTRACTORS

The Tenderer shall provide the details of any Sub Contractors to be engaged for Principal's approval.

22. EVIDENCE OF TENDERER'S REGISTRATION

If it is a statutory requirement of the State of Western Australia that a contractor or sub-contractor be registered or licensed in Western Australia to carry out the Works described in the Tender Documents, Schedule 5 - Evidence of Tenderer's Registration shall be completed.

23. COPYRIGHT

Copyright in all documents provided by the Principal for the purposes of Tendering remains with the Principal except those documents comprising Australian Standards. No Tenderer shall use all or any part of any such copyright property except for the purpose of this Tender. Property of the logos of the Principal lies with the Principal.

24. EXECUTION OF FORMAL INSTRUMENT OF AGREEMENT

After acceptance of a Tender, the successful Tenderer shall execute within seven (7) days of receiving it from the Principal, the Formal Instrument of Agreement included in the Tender Document.



PRINCIPAL'S PROJECT REQUIREMENTS

(PPR'S)

For

**SHIRE STAFF HOUSING PROJECT,
LOT 292 POINSETTIA STREET, TOM PRICE**

25. PROJECT DESCRIPTION

Shire of Ashburton is seeking to have designed, supplied and constructed a grouped dwelling consisting of four (4) villa-type residences at Lot 292 Poinsettia Street, Tom Price. The dwellings will consist of:

- 1 x 3 bedroom, 3 bathroom villa, and
- 3 x 3 bedroom, 2 bathroom villas

The primary objective is the provision of quality accommodation to enable the attraction and retention of suitably skilled Shire staff. This will lead to improved organisational efficiencies and community service levels. Additionally the construction will provide economic stimulus to the local construction industry and related home furnishing and finishing outlets.

Critical in this project will be the requirement for the designs to:

- Make use of Pilbara appropriate construction materials, designs and colours
- Take advantage of passive solar design
- Display energy efficient fittings, fixtures and appliances
- Offer both indoor and outdoor living spaces
- Integrate the building and the landscaping on site to the streetscape and local environment
- Provide safety through appropriate design (CPTED Principles will be evident)

This specification forms the basis of the minimum design requirements for the proposed dwellings. A site plan and photographs of Lot 292 Poinsettia Street, Tom Price are provided as part of this Tender. No other plans or specifications are supplied by the Principal. The tender is a Design & Construct form of contract.

26. SITES OF WORKS

The sites of the works are located at:

LOT 292 POINSETTIA STREET, TOM PRICE, WESTERN AUSTRALIA

Site survey of the lot is attached.

It should be noted that underground services, and in particular power, are located across the site. It is a requirement of the service authority, Rio Tinto, that no construction take place within 2.5m of services. A proposed building envelope of approximately 1161 square metres has been allocated within the location of services, however this is indicative only and the Contractor is required to identify and protect all services.

27. FUNCTIONAL AND TECHNICAL BRIEF

27.1 GENERAL DESCRIPTION

The scope of works comprises design and construction of four (4) grouped Shire dwellings on land held by Shire of Ashburton in Tom Price. The requirement is for

(a) One (1) of 3brm 3bth villa, with a minimum floor area of 150m²;

(b) Three (3) of 3brm 2bth villas, each with a minimum floor area of 130m²;

all to be concrete floored, framed construction, and constructed of structural components that are termite resistant. The building is to be hardi-plank, colorbond or similar clad (or combination) and the Contractor is required to provide varied external materials, colours and textures to maintain variety and interest in the streetscape.

The Contractor is required to view the site before submitting Tender to inform themselves of the conditions under which the works are to be carried out.

The buildings can be either modular transportable or site constructed and includes supply and installation of double carport to each dwelling.

Bin storage areas and clothes drying areas must be fully screened from public view and shall be located to minimise the impact on adjoining residences.

Open plan living areas must ensure adequate cross-ventilation to each functional area. A minimum of one ceiling fan must be provided to all habitable rooms.

Shaded habitable outdoor space adjacent to the kitchen/living area must be provided. The outdoor living area shall have a minimum dimension of 2.6m and a minimum area of 16m² located in a position to maximise shading.

North, west and east facing walls must have a minimum of 800mm eaves to habitable rooms.

Air conditioning must be installed using inverter split systems and sound levels of external air conditioning units measured at each unit must be a maximum of 55dBA in accordance with the manufacturer's recommendations.

High energy efficiency lighting and appliances are to be incorporated.

All dwellings must incorporate energy efficiency and hot water use efficiency measures of the BCA Five Star plus Water Use in Houses Code.

Some PC sums are nominated in the tender documents. The nominated PC sums are not to preclude the Contractor nominating their own PC's for parts of the works.

An example floor plan, electrical plan and site plan that address the design brief are to be submitted with tender. The design brief can be subject to some variation if it is necessary for design purposes and the variations are notated in the tender documentation.

The tender is to be for the whole of the works described in this tender specification, unless the tenderer details specific exclusions.

The successful tenderer will be required to prepare appropriate plans to obtain Development Application Approval (if applicable) and Building Licence approval. The Principal shall pay all fees and levies associated with such approvals.

27.2 PROVISIONAL AND PC SUMS

27.2.1 NOMINATED PC SUMS

Floor tiling Supply Only	\$ 45.00/m2
Wall tiling Supply Only	\$ 45.00/m2
Feature tiles Supply Only	\$ 10.00 each
Mirror above vanity	\$400.00 each

27.2.2 PROVISIONAL SUMS

N/A

27.2.3 COST OPTIONS TO BE ITEMISED

- (a) Addition of colour (light red oxide) to external paving.
- (b) Alternative external cladding options.
- (c) Soft landscaping including reticulation (may be provided by Principal)
- (d) Concrete paths and slab (may be provided by Principal)
- (e) Earthworks (may be provided by Principal)

27.2.4 WORKS TO BE CARRIED OUT BY PRINCIPAL

The Principal reserves the right to carry out the following works at all sites:

- (a) Siteworks including earthworks, rock excavation and earthworks
- (b) Concrete slabs and paving
- (c) Landscaping

These works will be carried out in accordance with specifications and designs prepared by the Tenderer.

27.2.5 ACCOMMODATION FOR CONTRACTORS

The Principal may be able to provide accommodation in Tom Price at the Nameless Valley Camp. This comprises self-contained donga accommodation, with full kitchen and laundry access at a day rate of \$130 per person plus GST.

Accommodation allocations will be determined at the time of final scheduling. The Principal will not accept any claim for additional accommodation costs incurred as a result of Contractors' increased demand on facilities except by agreement.

The Tenderer is to advise anticipated accommodation requirements at the time of Tender. Meals shall be the Contractor's responsibility. The Contractor will be required to enter into a lease agreement with a refundable bond to be posted.

The Tenderer is required to allow for the cost of all accommodation, meals, travel, etc.

27.3 SPECIFIC BUILDING DESIGN REQUIREMENTS

27.3.1.1 GENERAL REQUIREMENTS

The table below identifies the Principal's external requirements to be provided by the Contractor for each dwelling:

Item	Minimum Area	Required Width	Other Comment
Double Carport		5.9 clear width 6.0 long	<p>100mm Concrete paved with 125 x 125 edge thickening. Control Joints to be located on a 3m x 3m grid, key lock or dowel joints only</p> <p>Weatherproof GPO to be provided (1.2 above finished GL) on house wall</p> <p>1200 Weather Proof light fitting to be provided central to carport</p> <p>Sensor light to be provided to carport and associated area</p> <p>Carport poles to be galvabond</p> <p>Additional off-street parking bays for 4 cars (not undercover) to be provided to the complex</p>
Crossover/ Driveway		6m	<p>To be constructed from edge of bitumen to carport entry.</p> <p>Concrete Paving to the same specification as the carport (optional asphalt to main driveway)</p>
Alfresco	16	2.6	<p>Double weatherproof GPO to be provided (1.2 above finished GL)</p> <p>1 x 1200 weather proof fluoro light fitting to be provided</p> <p>Ceiling fan to outdoor living area</p> <p>Alfresco floor finish to be brushed finish concrete</p> <p>Poles to be galvabond product</p>
Clothes-line			<p>Hills Paraline Duo Plus or approved equivalent with wall mount kit to side of dwelling</p> <p>Clothes-lines to be positioned in a screened location</p>
Yard Taps			<p>Minimum of 2 to be provided as agreed fixed to building structures.</p>

Item	Minimum Area	Required Width	Other Comment
			Approximately located at each corner of the building/carport, so that hoses do not have to cross driveways
Plumbing ducts			Provide plumbing duct under driveway and under rear paths to facilitate later installation of reticulation. Location of ducts to be scribed or otherwise marked onto concrete
External Cladding			Option 1: Textured Hardi-Plank or similar Option 2: Colorbond Custom Orb Combination of materials to front elevation
Roof			To be selected colorbond (light in colour) Ceilings to habitable rooms to be a minimum of 2.7m high.
Insulation			Reflective foil sarking to roof and external walls to BCA requirements
Sound Proofing			R1.5 insulation batts to be provided to internal walls separating bedrooms from any other room
Solar Water Heater			Solar Hot Water System – minimum 300 litre storage tank and electric booster
Store Room or Garden Shed	4	2	Concrete floor Light fitting Double weather-proof GPO to be installed Lockable door
Water Softener			Water softener system to be installed at point of water supply into each dwelling

Item	Minimum Area	Required Width	Other Comment
Retaining			Provide any retaining
Fencing			<p>Provide property fencing in accordance with Shire guidelines</p> <p>Fencing is to be colorbond steel post with capping with matching gate for side access.</p> <p>Base of colorbond fencing sheets to be built off a pre-cast plinth (max 150mm)</p> <p>Existing fencing on adjacent lots to be retained as applicable</p>
Paths Generally		900mm min width	<p>A continuous line of paving (0.9 minimum clear width) is to be provided between all doors to the exterior of the building</p> <p>Footpaths generally to be concrete 100mm min. thickness .</p> <p>Control joints to be located at no more than 2 x width with key lock or dowel joints only</p>
Front Porch	2	1.2m	<p>To provide covered access to main entry.</p> <p>Concrete spec as per paving to depth of porch</p> <p>1200 Weather Proof light fitting to be provided</p> <p>Poles to be galvabond product</p>
Other external door entries	At every external door	1200 wide and deep	Concrete slab of the dimensions of the porch is to be provided outside each opening that does not open directly onto another porch, patio or carport

27.3.2.1 ROOM DESIGN REQUIREMENTS

The table below identifies the Principal's requirements to be provided by the Contractor for each proposed dwelling:

Room	Minimum Area	Minimum Dimension	Fittings
Lounge/Dining	24	4.0	<p>Telephone & data connection point</p> <p>Television point to be provided</p> <p>5 Double GPO Lighting -Refer to General Specification Requirements</p> <p>400x400 floor tiling – to be selected</p> <p>A/C to be installed to heat and cool the area</p>
Main Bedroom	16	4.0	<p>Walk in robe with shelf and rail @ 1700 AFL and door to match bedroom entry. Floor covering to continue into walk in robe.</p> <p>TV point</p> <p>3 x double GPO</p> <p>Lighting -Refer to General Specification Requirements</p> <p>400x400 floor tiling – to be selected</p> <p>A/C to be installed to heat and cool the room</p>
Bed 1 Ensuite	5	2.0	<p>1.0 x 0.9 shower area, enclosed with safety glass screen and 0.1 shower hob</p> <p>Caroma Cosmo smart flush cistern or similar</p> <p>Full height wall tiling to shower recess, skirting tiles to other areas</p>

Room	Minimum Area	Minimum Dimension	Fittings
			<p>Soap Holder to shower recess</p> <p>Approved toilet paper holder and towel rails (Alder – Alto range or similar) to be fitted</p> <p>Inset ceramic wash basin recessed in 0.9 WR vanity cabinet</p> <p>Bathroom vanity Squareform Laminex – colour to be selected. Fronts to be pre-finished board with PVC ABS edging. Bar handles – satin chrome. Vanity to include 3 drawers.</p> <p>1.0m high mirror above vanity 6 float glass with heavy and hard silver reflective surface and protective coats. Fix mirror to wall in powdercoat aluminium frame. Where mirrors are frameless edges shall be bevelled.</p> <p>2.4m of towel rail or minimum of 4 towel hooks</p> <p>Lighting -Refer to General Specification Requirements</p> <p>Double GPO installed over vanity</p> <p>Exhaust fan flued to external air to be installed over shower recess</p> <p>Clear glazed fixed shower screens and pivot door</p> <p>200x200 floor tiling – to be selected</p> <p>To have floor waste</p>
Bedroom 2 & 3	12	4.0	<p>Built in robe with shelf and rail @ 1700 AFL and door to match bedroom entry. Floor covering to continue into robe.</p> <p>2 x double GPO</p> <p>Television point to be provided</p> <p>Lighting -Refer to General Specification</p> <p>A/C to be installed to heat and cool the room</p> <p>400x400 floor tiling – to be selected</p>

Room	Minimum Area	Minimum Dimension	Fittings
Corridor			<p>2.125 x 0.6m deep storage cupboard to detail with two sliding or hinged doors to ceiling height.</p> <p>400x400 floor tiling – to be selected</p>
Kitchen (to be located continuous with combined family/dining area)	16	4	<p>Minimum 3.0m long bench top cupboards 0.6m with 0.45m wide nest of draws included. Island bench top is to have 300mm overhang.</p> <p>Bench top material to be Laminex or similar</p> <p>Kitchen cupboard and wall cupboard fronts to be pre-finished board with PVC ABS edging – (colour to be selected)</p> <p>Kickboard – Prefinished board Drawers -bank of 4 drawers to match fronts to be provided</p> <p>Handles – Doors and drawers to have satin chrome bar handles</p> <p>Wall tiles above kitchen benchtop and stove/hotplates</p> <p>Oven housing – underbench oven housing with single pot drawer and surround to match fronts (or alternative free standing electric stove)</p> <p>Pantry – Pre-finished board to match cupboard fronts</p> <p>.5m double bowl / single drainer stainless steel sink with flick mixer tap</p> <p>Min 0.80 wide space for fridge/freezer. Double GPO to serve these appliances. Min height of fridge/freezer recess to be 2.1 high</p>

Room	Minimum Area	Minimum Dimension	Fittings
			<p>Option A: 600 x 600 electric hotplate with 4 elements – Model: Westinghouse Electric Cooktop PHP2840 or similar</p> <p>Electric underbench oven -Model: Westinghouse Electric Wall Oven POP663S or similar</p> <p>Option B: Freestanding electric stove with separate grill, oven and 4 electric hotplates – Model: Westinghouse Fanforced PSP632S or similar</p> <p>Range hood flued to external air located over stove -Model: Westinghouse WRJ600US or similar</p> <p>Microwave space 0.65 wide and 0.45 deep to be provided. Single GPO to serve this appliance.</p> <p>Minimum 600 wide pantry cupboard to ceiling height to be provided with 3 shelves 500 apart and remaining shelves 300 apart.</p> <p>3 x double GPO above bench top</p> <p>Lighting -Refer to General Specification Requirements</p> <p>400x400 floor tiling – to be selected</p>
Bathroom (Can be ensuite or semi-ensuite)	4.3	2	<p>1.0 x 0.9 shower area, enclosed with safety glass screen and 0.1 shower hob</p> <p>Full height wall tiling to shower area, skirting tiles to other areas</p> <p>Soap Holder to shower recess</p> <p>Inset ceramic wash basin in 0.9 WR vanity cabinet</p>

Room	Minimum Area	Minimum Dimension	Fittings
			<p>Bathroom vanity Squareform Laminex – colour to be selected. Fronts to be pre-finished board with PVC ABS edging. Bar handles – satin chrome. Vanity to include 3 drawers.</p> <p>1.0m high mirror above vanity</p> <p>2.4m of towel rail or minimum of 4 towel hooks</p> <p>Lighting -Refer to General Specification Requirements</p> <p>Double GPO installed over vanity</p> <p>Exhaust fan flued to external air to be installed over shower recess</p> <p>Clear glazed fixed shower screens and pivot door</p> <p>200x200 floor tiling – to be selected</p> <p>To have floor waste</p>
Laundry	5	2	<p>64l SS trough, with suds saver and cabinet under</p> <p>900 wide W/M space and taps, and double GPO</p> <p>Space for Wall Mounted Clothes Dryer</p> <p>Linen Cupboard to be located in or adjacent minimum 1.2 wide x 0.45 deep with a minimum of 5 fixed shelves. Tiling continues into linen cupboard</p> <p>Broom Cupboard to be located in or adjacent 0.6 wide x 0.45 deep with 1 shelf at 1.8m. Tiling continues into broom cupboard</p>

Room	Minimum Area	Minimum Dimension	Fittings
			<p>A soap holder is to be provided above the laundry trough.</p> <p>Towel hook to be provided near laundry trough</p> <p>200x200 floor tiling – to be selected</p> <p>To have floor waste</p> <p>Lighting -Refer to General Specification Requirements</p>
WC (to be separate from bathrooms)		1.8 long 0.95 wide	<p>Exhaust fan flued to external air.</p> <p>Caroma Cosmo smart flush cistern or similar</p> <p>Lighting -Refer to General Specification Requirements</p> <p>Approved toilet paper holder to be fitted</p> <p>200x200 floor tiling – to be selected</p> <p>To have floor waste</p>
Air-conditioning (A/C)			<p>Reverse cycle A/C (split system) to be installed to lounge/dining, all bedrooms.</p> <p>Condensers for A/C units to be installed away from Alfresco and Carport areas</p>

27.4 TECHNICAL REQUIREMENTS -EXTERNAL

27.4.1 SITEWORKS

Siteworks – *may be provided by Principal in accordance with Condition 27.2.4*

The Contractor will be responsible for;

- i. Level site for deposit of transportable (if required) or construction
- ii. Fill around the exterior of transportable/site to provide final height for carport, veranda, other paved areas (if required).

Site Inspections

The Contractor shall be deemed to have inspected the sites and determined and allowed for all conditions on and surrounding the site, including, but not limited to:

- The nature and requirements of the work to be done,
- All conditions on and adjacent to the site,
- Access to the site.

Datum and Temporary Bench Mark

Prior to the commencement of the Works on the site, the Contractor shall construct and adequately protect one or more temporary bench marks.

The Contractor shall allow for the removal of any bench marks upon completion of the project and to make good the Construction Site.

Survey of the Condition of Existing Premises

The Contractor shall carry out a comprehensive survey of the lot and of any adjoining structures, if applicable, before proceeding with the Works and shall re-establish the boundaries of each site, if required, prior to the commencement of any Works.

Earthworks – *may be provided by Principal in accordance with Condition 27.2.4*

Comply with the provisions of the following Codes and Standards, which should be read in conjunction with the Contract Documents:

- AS 1141 Methods of Sampling and Testing Aggregates
- AS 1152 Specification for Test Sieves
- AS 1289 Methods of Testing Soils for Engineering Purposes
- AS 3798 Guidelines on Earthworks for Commercial and Residential Developments

Site Preparation – *may be provided by Principal in accordance with Condition 27.2.4*

Remove any vegetable matter from the affected portion of the site.

Cut, fill and grade the site, as required, to the nominated levels.

Rock Excavation – *may be provided by Principal in accordance with Condition 27.2.4*

Notify the Principal's Representative if any rock is encountered before proceeding further to enable the Principal's Representative and the Contractor to agree on the method and cost of any rock removal.

Excavation and Backfilling

Excavate to construct footings to the dimensions shown on the engineering Drawings. Plank and strut as necessary to keep excavations free from debris and to support the sides of excavations.

Construct lower level footings prior to constructing higher level footings. Arrange footing levels to suit services such that level differences between footings does not exceed half the clear distance between them.

Obtain the approval of the Principal's Representative for all excavations prior to any concrete being poured.

Excavate trenches for services to the minimum practicable width, with true and even grade.

Backfill and compact service excavations with the specified fill materials before constructing footings if footing excavations would otherwise become undermined.

Compact backfill to the Standard required herein by methods which will not damage services.

Use clean well-graded sand free from vegetable matter and stones, with not more than 5% by weight passing a 75 Um sieve, and with the 425 Um fractions having a maximum linear shrinkage of 3%. Provide for inspection grading analyses from an approved testing authority.

Soil Testing & Compaction

Carry out soil testing and compact ground below footings and slabs on ground to achieve required density index. Compaction to be carried out on each layer of fill using equipment suitable to fully compact each layer.

Testing

Provide for inspection certificates from an approved testing authority demonstrating that the compaction required has been achieved prior to the pouring of any concrete.

Any disputes will be resolved by carrying out in-situ density tests by an approved testing authority and all tests that show that the specified degree of compaction has not been achieved will be at the Contractor's expense.

Retaining Walls

Retaining walls shall not be backfilled until the wall is 7 days old and the ground in front of the wall has been compacted. Do not use heavy equipment within the region bounded by the back of the wall and a plane behind the wall sloping at 1 to 1 from the base of the wall. Use lightweight compacting equipment only within this area.

27.4.2 TERMITE PROTECTION

Codes and Standards

Comply with the provisions of the following Codes and Standards, which should be read in conjunction with the Contract Documents: AS 3660.1-2000 Termite Management New Building Work

Termite Barriers

The internal concrete floor slabs of this project shall form part of the termite barrier system. Provide termite pre-treatment spraying to footings and the main slab of the building, carport floors, and veranda floors including the edges where the main floor slab abuts these floors, under concrete termite strips and to the perimeter of slab.

Seal all pipe penetrations to the main slab with stainless steel mesh or equal approved product.

The Contractor shall provide termite barriers to the perimeter, penetrations and joints of the internal floor slabs on ground.

Certificate Warranty

The Contractor shall arrange a signed certificate of warranty from the installer for the physical termite barriers provided. The certificate of warranty shall nominate the applicable house address and the type of physical barrier. The Contractor shall submit the completed warranty and installer's certificate to the Principal's Representative at the handover of each house.

Durable Notice

The Contractor shall provide and install a durable notice in the electrical meter box stating the following information about the installed termite barriers;

- Method of protection.
- Installation date.
- Where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label.
- Installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity.
- The Contractor's name and registration number.

27.4.3 CONCRETE SLABS– may be provided by Principal in accordance with Condition 27.2.4

Codes and Standards

Comply with the provisions of the following Codes and Standards, which should be read in conjunction with the Contract Documents:

- AS 1012 Methods of Testing Concrete
- AS 1141 Methods of Sampling and Testing Aggregates
- AS 1379 The Specification and Supply of Concrete
- AS 1478 Chemical Admixtures for use in Concrete
- AS 2870 Residential Slabs and Footings
- AS 3600 Concrete Structures
- AS 3610 Formwork for Concrete Inspection

Arrange for the inspection of all formwork and reinforcement by the Principal's Representative. One clear working days' notice shall be given prior to the inspection. Check that these items are finished and correct prior to the inspections taking place. Do not concrete any section without approval.

Finished slab level to be at least 100mm above surrounding ground level.

All external paving is to be provided with a cross fall and graded away from the main house structure.

27.4.4 FOUNDATION

Codes and Standards

The foundation conditions are assessed to Class S in accordance with BCA Section 3.2.4. This information is to determine footing and floor slab requirements in accordance with BCA Part 3.2.

If Footing or floor slab is to vary from BCA part 3.2 then engineers detail will be required.

27.4.5 LANDSCAPING WORKS – may be provided by Principal in accordance with Condition 27.2.4

Codes and Standards

The Contractor shall install new plants, mulch, kerbing, lawn etc as required to complete to job in accordance with the approved landscape design. Refer to Provisional Sum allowance.

27.4.6 METAL FENCING

Codes and Standards

Supply and install the fences as specified in the External Design Requirements Schedule for each house.

27.4.7 WATER SERVICES

Water Meter

Separate water meter to be installed for each dwelling and any common area. Water meters to be provided clear of Driveway, and located below ground in concrete service box with galvanised lid. Top of box to be set at 33mm above finished ground level.

The contractor is to arrange supply and connection of water with Rio Tinto Utility Services.

Water Heater & Water Softener

Supply and fit.

External Taps

Supply and fit two hose cocks to wall of each dwelling, one to each corner of the building (hose cocks to be positioned to not impede 900mm clear width required of paths.

Hose cocks to have threaded connection to pipe (not welded). Provide hose cocks with back-flow prevention device being hose connection vacuum breaker complying with AS3500.

27.5 TECHNICAL REQUIREMENTS -INTERNAL

27.5.1 SKIRTINGS

67 x 18mm MDF skirting to be provided to all rooms and interior of WIR and cupboards, except wet areas and kitchen.

27.5.2 WATER SERVICES

All water piping is to be clip fastened at 900mm maximum centres.

Hot water piping not to be run outside external walls. Pipes to be lagged for full length.

Tap bodies, outlets and fittings

Brass with all external exposed items.

Internal chrome brass plated or epoxy resin coated colours.

Spline on spindle to be heavy duty in every instance.

Double bowl sink and drainer

Supply and fit combined concealed assembly with two stop cocks (hot and cold) and a 150mm long swivel outlet.

Wash trough

Supply and fit combined concealed assembly with two stop cocks (hot and cold) and a 150mm long swivel outlet.

Washing Machine Position

Supply and fit two washing machine taps (hot and cold) set 1200mm above floor.

Wash Basin

Supply and fit a combined concealed assembly with two stop cocks (hot and cold) and fixed outlet with aerator.

Shower Recess

Supply and fit a combined concealed assembly with two stop cocks (hot and cold) and an all directional shower arm and 100mm Anti Splash rose.

27.5.3 ELECTRICAL SERVICES

The Contractor shall engage a licensed electrical contractor to carry out the work described herein and as specified on the Schedules.

The Contractor shall be responsible for co-ordinating the installation of all electrical work with all other trades on each Construction Site.

In particular, the work covered by this section of the Specification is as follows:

- Supply and installation of the point of attachment from the Rio Tinto Pillar Unit.
- Supply and installation of the underground cable connection from the power pillar to the main switchboard and from the main switchboard to the load centre of each dwelling.
- Supply and installation of the main switchboard, metering panel and load centre to each dwelling.
- Supply and installation of the complete power installation including connection to hot water units, air conditioners, and conduits to the exterior for landscaping provisions.
- Install and connect all electrical equipment as specified in the Schedules.
- Supply and installation of Telstra telephone conduits and outlets and arrangements with Telstra authorised cable installer for the installation of the lead-in cable.
- Supply and installation of the complete lighting installation as specified in the Schedules.
- Supply and installation of a television antenna with suitable booster, including all wiring to outlets.

All electrical work shall be supervised or carried out by a licensed electrical contractor.

Prior to the commencement of the Works, the electrical contractor shall ensure that the point of attachment, switchboards, meter panels, and cables are in accordance with Rio Tinto's Power requirements.

The Contractor shall apply to Rio Tinto Power and allow for the payment of all charges for the provision and installation of the supply meter and the connection of power.

The electrical contractor shall collect and install the supply meters prior to the handover of each house to the Principal.

It is the responsibility of the electrical contractor to make good any damaged or stolen meters and allow for the payment of all fees and charges for the meter installations.

Electrical Meter Box

Electrical circuit board to be located internally and the electrical meter to be located externally on one of the external side walls away from the front entrance door.

Supply and install one wiring circuit for lighting and exhaust fans.

Supply and install one separate power circuit to refrigerator and freezer GPO's. Supply and install a minimum of two power circuits for GPO's not specified to have separate circuit.

Terminate cables only at fittings or junction boxes.

Conceal cables and conduits. Cables and conduits in walls shall run vertically not horizontal.

Load Centre

Supply and install load centre and main switch and automatic type circuit breakers in passage area. Load centre shall have latched or self-closing hinged circuit breaker cover, removable face plate and fixed surround; Load centre shall be a pastel colour.

Circuit Breakers and RCD's

Supply and fit combined RCD and circuit breakers to each power circuit and lighting circuit. Test installed Residual Current Devices to ensure:

- RCD is correctly installed and protects required circuit,
- Test button functions correctly,
- The RCD is operating at the designed sensitivity.

Lighting

Supply and fit lighting with specified or similar fittings:

Living / Lounge / Kitchen

Make – Mercator

Product – Yale Modern

Model – L2U-959

Detail – Square 400mm Frosted Glass with Chrome Claws

Globe – 2x60w max E27

Bedrooms / Bathroom / WC / Passageways

Make – Mercator

Product – Yale Modern

Model – L2U-959

Detail – Square 400mm Frosted Glass with Chrome Claws

Globe – 2x60w max E27

External Eave/Wall/Storeroom

Make – Stylelite

Product – Oval Plain Bunker

Model – STY294P

Detail – 322mm x 280mm bunker

Globe 1x100w GLS energy saver screw in.

Alfresco x 2

Make – Thorn

Product – WeatherForce

Model -WFP136

Detail – Single Fluoro 1270 long

Globes 1x36W fluorescent tube (Cool white)

Exhaust fans

Exhaust fans shall be 250mm diameter, operated by separate wall switch, connected to power by plug connection in ceiling and flued through roof with approved skirted cowl.

They are to be installed in the bathrooms, WC and rangehood over the kitchen stove.

Rangehood over stove to be dampered.

GPO's

To be generally distributed in accordance with the room design requirements.

GPO's are to be installed a minimum of 150mm above the floor or any bench surfaces.

Single GPO's are to be provided to service spaces for Microwave Oven and Stove.

Smoke Alarms

All smoke alarms must comply with AS 3786-1993 or be listed in the SSL register of accredited products. Alarms shall be the photoelectric type.

The primary power supply to alarms shall be a permanently connected 240 volt mains supply. The alarm must have an internal and sealed rechargeable battery unit standby DC supply.

Alarms of all types shall be installed in accordance with manufacturers' recommendation. Locate smoke alarms in accordance with the BCA and installed so that no bedroom door is greater than 2.0m from a smoke alarm.

Interconnect all alarms. Alarms shall be tested at building handover.

Earthing

Supply and install a MEN earth system for each installation.

Earthing shall be carried out as per SAA Wiring Rules and the WA Electrical requirements for earthing of MEN systems.

The main earthing system shall consist of a 6 sq mm copper PVC insulated cable installed from the Meter Box/Main Switchboard and terminated at an earth electrode. At this point make an approved main earth connection within an approved Earth pit.

The earth electrode shall be steel cored, copper clad driven to a minimum depth of 2000mm or as required to achieve the required resistance.

Paint all connections with metallic paint to avoid oxidation.

Earth the following:

- Power outlets
- Light Points
- Appliances
- Hot water heater
- Air conditioning and mechanical service equipment
- Steel wall and roof framing on completion of erection of the steel framing before cladding

Take delivery of, store and install all the electrical appliances specified in the Schedules in the locations specified in the Drawings. Supply and install air extraction fans including flexible ducting, grills and wall mounted cowl as specified in the Schedules.

Install the following appliances as specified in the Schedules in the locations detailed in accordance with the manufacturer's recommendations:

- Solar Hot Water Heater (or alternative)
- Cooktop
- Oven
- Rangehood

27.5.4 TELEPHONE AND INTERNET SERVICES

Provide a telephone line to the house.

Outlets 1: The telephone assembly unit shall be white, wall mounted unit complete with telephone outlet and cover plates, located in Lounge/Dining in the positions specified in the Schedules.

Outlet 2: Single outlet only for computer internet access located in Lounge/Dining in the positions specified in the Schedules.

Each outlet is to be installed with concealed 20mm minimum diameter white rigid PVC conduit from wall box to 150mm above the ceiling then via conduits, laid underground in accordance with Telstra specifications, to a connection point nominated by Telstra at or near the front boundary of the Construction Site.

Provide one operational telephone outlet assembly to the dwelling and one Internet connection.

The Contractor or his sub-contractor is to submit all necessary applications and liaise with and pay all fees to Telstra to enable each house to be connected to the local telephone network.

The Contractor or his sub-contractor is to contact Telstra before the commencement of construction on each house and maintain liaison with Telstra during construction to ensure that lead-in cable installation is available prior to the practical completion of each house.

Conduits for the telephone installation shall be in accordance with the following:

- Conduits shall be concealed.
- Conduits exiting houses underground shall extend to a distance of 300mm from the outside wall of each house.
- Where bends are required sweep bends are to be used.
- The sharp edges of ends are to be removed and sealed to prevent the ingress of moisture or foreign matter.
- Where draw wires are required provide and install 7/ 0.5P.V.C insulated building wire.

27.5.5 TELEVISION SERVICES

The television system shall be a system for receiving VHF/UHF/HD in accordance with the Standards and include the following:

- Television outlets as specified in the Schedules.
- A television antenna to each house suitable for regional analogue and HD television reception, including an amplifier, with a test outlet, suitable to compensate for any loss of reception quality.
- 75 Ohm coaxial cable.
- Television outlet wall boxes with white plastic flush mounted Standard 75 Ohm socket connection mounted 100mm above skirting boards.

Test each outlet for performance in accordance with the Standards.

Provide the Principal's Representative with a written record of the signal levels tests for each outlet at the handover of each house.

Adjacent to all TV aerial outlets a blank service plate with continuous conduit run in as direct as line possible to external eaves. The empty conduit is to terminate behind a blank service plate at the eave. This is to facilitate future installation of wireless broadband or satellite TV.

27.5.6 WINDOWS AND GLAZING

Aluminium frame with powder coat colour finish. Windows are to be horizontal sliding sashes.

Glazing to Bathroom, and W.C. to be obscure with fixed ventilation provided via short glazing of at least 1 glazing panel. Other windows to be clear glazed.

27.5.7 INSECT SCREENS

Install insect mesh screens with to all windows. Remove all stickers, tape and attachments to glazing and leave clean.

27.5.8 SLIDING GLASS DOORS

Sliding glass doors are to have safety motif displayed on both sliding and fixed panels. Doors shall have a sliding security door fitted externally. Sliding security screen doors to be 7mm aluminium security grille, aluminium insect screen fixed to frame, latch set with pull handles and double cylinder lock.

27.5.9 WINDOW TREATMENTS

All windows and external sliding doors with the exception of the Bathrooms and W.C. are to be fitted with venetian blinds – Refer to Provisional Sum allowance.

Aluminium Venetian Blind is to be provided to the bathrooms.

27.5.10 DOORS – GENERALLY

Frames

Externally: Steel frames to suit 870mm wide doors.

Internally: Steel frames to suit 720mm or 820mm wide doors.

External Doors

All external doors (Main entry, laundry): 870mm minimum width external hinged flush solid core, water resistant, timber doors and mounted on three 100mm fixed pin broad butt hinges.

Bathroom, Laundry, and WC Doors

720mm or 820mm width, water resistant, cellular core, flush timber door with hard board facings. To have privacy locks with inside turn snib and emergency keyway for quick entry by screwdriver or similar.

Other doors:

820mm clear opening, and mounted on 3 x 100mm butt hinges. To be cellular core and pre painted white hardboard facings.

Security Screens

Provide security screen doors to each external entry door.

Hinged and sliding security screen doors shall have approved 7mm aluminium security grill, latch set with lever handles and triple action bolts.

All doors are to be keyed alike.

Screens to have aluminium insect screen mesh fixed to frame.

27.5.11 DOORS – FURNITURE**Lock sets and Latch sets**

To be Aluminium, stainless steel or chromium plated; satin finish; knob handle.

External doors -provide double keyed deadlocks keyed alike. Position deadlock 200mm above latch set. All internal doors to be fitted with privacy locks with inside turn snib and keyway for quick entry

by screwdriver or similar. Handles of latch sets internal and external to be 1000mm above floor.

Keying

All doors of similar nature shall be keyed alike.

Hinges

Stainless or galvanised steel hinges to external doors, loose pin to external doors opening in, fixed pin to external doors opening out.

Internal doors shall have steel hinges.

Three 100 x 75mm broad butt hinges to all fully glazed or solid core doors.

W.C. and bathroom doors -two emergency access hinges.

Other Internal doors -two 85 x 60mm light, narrow butt loose pin hinges.

Door Seals

Provide an approved grooved aluminium and rubber door seal to each external hinged door.

Door Stops

White plastic air cushion type to skirting where doors open against walls.

27.5.12 SPECIFIC LINING REQUIREMENTS

Wall linings in bathrooms, Laundry, WC, and in general area of kitchen including behind sinks, stoves and fridges are to be WR grade panels.

27.5.13 TILING

Wall tiling

Supply and fit ceramic **wall tiles** as wall finish of the following areas:

- 200x200 – to be selected.
- Grout Ardex FG8 200.
- Kitchen feature Tile – to be selected.
- Bathroom Feature Tile – to be selected.
- Insert soap holder in shower – to be selected.
- Above wash trough, wash basin, and vanity cabinet: to 200mm minimum height.
- Faces of shower hob.
- Provide approved waterproof coating to walls of shower enclosure prior to tiling.
- Skirting Tiles: One row to walls of Bathrooms, WC, Laundry.
- Skirting to continue into adjacent cupboards.

Note: Cut edges of tiles not to be exposed. Fill joints between wall tiles with coloured grouting compound. Seal gap between wall surface and top of cupboards or sanitary fixtures with silicone sealant to make watertight before commencing wall tiling.

Wall and Floor Tiling

Tiled flooring to be provided to all rooms. Continue tiling into adjacent cupboards. Dark coloured grout to be used

Comply with the provisions of the following Codes and Standards, which should be read in conjunction with the Construction Documents:

AS 2358 1990 Adhesives – For fixing ceramic tiles

AS 3740 – 2004 Waterproofing of Wet Areas of Residential Building Tiles

AS 3958 - Ceramic Tiles

The extent of the required wall and floor tiling is as specified in the Schedules.

27.5.14 CABINETRY

Kitchen

Supply and fit hinged doors and backs to all cupboards. Design layout on 600mm deep module.

General structure of cupboards shall be HMR Medium Density Fibreboard.

Supply and fit full height piano hinge to join doors opening together, elsewhere fit 180 degree minimum opening angle hinges. Supply and fit three (3) hinges to each door over 1200mm high.

Use self-closing hinges or catches and hinges. Supply and fit metal runners to drawers. Provide 600mm wide dishwasher space in close proximity to sink.

Sink Cupboards

Supply and fit for full length and depth of sink. Set cupboards on 80 to 100mm high solid timber base with an overall finished height of 900mm. Supply and fit one intermediate shelf in each cupboard.

Island Bench Cupboards

Cupboards against wall to be 600mm deep while island bench cupboards top to have an extra 300mm overhang on dining side.

Supply and fit cutlery divisions to top drawer.

Microwave Cupboard

Provide secure laminated 650mm long by 450mm wide, 450mm above bench top.

Pantry

Pantry to be installed from floor to ceiling with one adjustable shelf every 600mm. Construction to generally conform to cupboard specification.

Bathroom Vanity Cabinet

Length 900mm x 500mm width x 600mm height.

Approved highly moisture resistant wood board to be used throughout.

One door to be a closed compartment with a child resistant catch.

Mirror to be installed over vanity.

Wardrobes (as alternative to Walk in Robes)

To be fitted with mirrored sliding doors with individual width not greater than 900mm.

To be installed floor to ceiling, with linen shelf 600mm from top.

Linen Shelf to be reinforced on sides with batten timber to ensure rigid shelf. Finish to be melamine.

Hanging rail to be provide under linen shelving.

Linen Cupboards

To have shelving at 600 centre (nominal) with bottom shelf 900mm from floor. Specification similar to wardrobes, but no hanging rail installed and hinged door permitted.

Broom Cupboards

Specification similar to wardrobes, but no hanging rail installed and hinged door permitted.

27.5.15 PAINTING

Paints shall be the product of a manufacturer, currently granted accreditation by the Australian Paint Approval Scheme; or with quality management currently certified to AS 3902 by an acceptable organisation.

Surfaces to be Painted

Paint exposed surfaces, other than excluded surfaces, of the works.

An exposed surface includes interiors of wall recess cupboards.

Excluded Surfaces: Fibre cement fences, colour finished metal other than primed roof plumbing, roof sheeting, roof tiles, face masonry, concrete, glazed, gloss plastic, vinyl, aluminium, stainless steel, chromium plating, melamine surfaced particle board; door hinges.

Preparation and Application

External Timber, External doors including store doors, Bathroom, Ensuite and Shower Doors: Paint top and bottom, sides, edges and all faces after undercutting and before installation. Apply products as recommended by the product manufacturer. Prepare surfaces as recommended by paint manufacturer.

Surfaces to be primed or sealed prior to finishing coats.

Apply the following paint to achieve even colour and even specified finish.

Colour Scheme

To be approved prior to painting. Generally ceilings are to be white, walls to be light in colour, feature timber work is to be natural varnished, doors to be otherwise light reflective colours, skirtings and door frames to be a feature trim.

General Painting Requirements (numbers refer to the range of paint thickness in micro millimetres)

Interior walls, ceiling and cornice of bathroom, ensuite, laundry and W.C: One coat of white sealer, two coats of 100% semi-gloss acrylic. 25-35 average >30.

Interior walls of other rooms: One coat of white sealer, two coats of 100% low sheen acrylic 25-35 average >30.

Interior ceilings and cornice of other rooms: One coat of sealer, two coats of 100% low sheen acrylic 25-35 average >30.

Bare Smooth woodwork: One coat of oil based primer, two coats of full gloss paint 25-35 average >30.

Sawn woodwork: One coat of oil based primer, two coats of full gloss paint 30-45 average >35.

Zinc coated steel, Bare metal, Zinalume: One coat of metal primer, two coats of gloss exterior acrylic. 25-35 average >30.

Eaves lining and exterior ceilings: Two coats of semigloss exterior acrylic 25-35 average > 30.
Vertical exterior linings: Two coats of gloss exterior acrylic. 25-35 average >30.

Plastic piping: Two coats of flat acrylic. 25-35 average >30.

27.5.16 AIR CONDITIONING

Codes and Standards – Shall comply with the provisions of the following Codes and Standards, which should be read in conjunction with the Construction Documents:

AS167

AS1279

AS1571

Environment Protection Act and Regulations

The extent of work to be carried out by the approved air conditioning sub-contractor shall include but not be limited to the supply, installation and commissioning out of:

- The approved air conditioning systems in the positions detailed in the schedules.
- All necessary insulated refrigeration piping between the indoor and outdoor units.
- All exposed piping external to the building shall be enclosed.
- All necessary interconnecting power and control wiring between indoor and outdoor units, which shall be installed in accordance with the manufacturer's specifications.
- All the specified testing and commissioning of the approved air conditioning systems.
- All maintenance and replacement required to ensure the effective and efficient operation of all installed systems for a period of 24 months from the handover of each house.
- The provision of all operating and maintenance manuals including as installed Drawings and technical data on all components at the handover of each house.

Any other items of equipment or materials required to ensure a complete and fully functional system installation in each house.

The design and specification of the air conditioning system for each house shall be based on the use of cooling and heating inverter split systems, which shall be submitted to the Contractor by the approved subcontractor for the consideration and approval of the Principal's Representative prior to the ordering of any equipment or materials.

The system/s shall be designed to meet the following performance criteria:

Maximum acceptable noise levels within any of the occupied spaces, when all plant is fully operational shall not exceed 38DBA in the bedrooms and 46 DBA in the living areas.

The noise level at the boundary of each Construction Site shall not exceed the requirements set out in the Standards.

The air conditioning subcontractor shall guarantee that the air conditioning system designed and installed in each house does and will continue, with normal maintenance, to consistently achieve the manufacturer's specifications and meet the specified performance requirements.

Associated Works by the Contractor -The Contractor shall ensure that the air conditioning sub-contractor supplies adequate design details to the Contractor to ensure that all associated Works required to support the installation of the approved air conditioning system are included in the Construction Program to enable the timely installation or construction of any supporting work to can be undertaken by the Contractor or his nominated sub-contractors.

The Contractor's electrical sub-contractor shall provide the following;

- Suitable power supplies complete with individual circuit breakers for each air conditioning unit, which are to be terminated in coiled cables adjacent to each outdoor unit.
- Sufficient power for the testing, commissioning and operation of the air conditioning systems in each house.

The Contractor is to provide and make good the necessary penetrations required for all components of the air conditioning systems to be installed in accordance with the manufacturer's specifications.

The Contractor's air conditioning sub-contractor shall confirm the individual weights of the air conditioning equipment to the Contractor in writing, to enable the Contractor to ensure and certify in writing to the Principal's Representative that the wall structure is adequate to support the load of any air-conditioning equipment to be mounted on a wall.

The Contractor is to provide any concrete plinths required to support the installation of the air conditioning equipment in each house.

The Contractor's plumbing sub-contractor is to provide drain points for each air conditioning unit, which shall be installed with a 20mm insulated drain installed in the wall to discharge clear of the house slab.

All drain pipework between the indoor unit and the outside shall be provided using Class 9 PVC installed inside the walls with "P" traps, insulated with 15mm Armaflex.

The air conditioning sub-contractor shall provide all the facilities, skilled personnel, materials instrumentation and equipment necessary to test, commission and prove that all installations are operating in accordance with the air conditioning equipment manufacturer's specifications prior to the handover of each house to the Principal.

The air conditioning sub-contractor shall ensure that any equipment testing does not adversely affect the design life of the equipment. The commissioning of all air conditioning equipment shall include the following:

- The starting of all motors.
- The checking of all controls and protective devices.
- Ensuring that all controls function correctly and are calibrated to suit the environment.
- Ensuring that all filters are clean.
- Acceptance tests, shall after test results have been approved by the Construction Supervisor, be demonstrated in the presence of the Principal's Representative.

27.5.17 MISCELLANEOUS

Letter Box is required to be supplied and installed – to be selected or approved by Principal's Representative.

Supply and install House Numbering 150mm high brass letter in an agreed locality near the front door.

Install a garden reticulation cabinet to each house in the location specified in the Landscaping Plan, together with a 10 amp 250 volt GPO adjacent to the reticulation controller location. Connect the GPO to the house services common meter with a separate power circuit.

28. CONTRACT PERIOD

The Shire is seeking to undertake these works in a timely manner. The Tenderer is to advise the Shire of the start date and completion date of the works under contract. Consideration will be given in the assessing of submissions as to the Contract Period.

The Tenderer is to state the expected delivery / construction time taken for the various stages together with the total time taken to complete the project by completing the table at Schedule 1.

It should be noted that this construction time will be considered in the evaluation of tenders submitted.

29. HOURS OF WORK

The works of the Contract shall be carried out during the times of 7.00am to 7.00pm Monday to Saturday (excluding Public Holidays), or at other times with the prior approval of the Superintendent.

Under certain circumstances the Shire may be able to approve non-conforming (noise) work outside these hours providing a Noise Management Plan is approved. Please contact the Shire's Environmental Health Department on 08 9188 4444 for more information.

30. GENERAL - PRELIMINARIES

30.1 General Conditions

Building Works Contract - GENERAL CONDITIONS OF CONTRACT (AS 4902-2000), as modified; refer to the TENDERING CONDITIONS.

30.1.1 Publicity

Do not issue information concerning the project for publication in the media without prior written approval of the Principal. Refer to the Principal inquiries from the media concerning the project.

30.1.2 Cross-References

Cross-references are used in this document for convenience only and shall not have any significance in the interpretation of the document.

30.1.3 Appreciation of Requirements

It shall be assumed that Contractor has:

- Examined carefully the Principal Project Requirements and fully informed themselves of the extent and character of the works.

- Visited the site of the works and be fully informed as to its nature, surroundings, approaches and means of access, the locations of existing public utilities and services, the nature of existing services within the site and adjacent to it, and of all matters or circumstances likely to affect the cost of, or time for, carrying out the works. No extra cost will be allowed or any extra compensation by reason of any matter or thing, concerning matters that by any lack of being fully informed on such matters.

It shall be understood that:

- The Contractor is in agreement to all the items referred to in the Specification and/or as indicated on the Drawings, or as reasonably to be inferred they are from.
- No consideration shall be granted for alleged misunderstanding of the materials to be furnished or the work to be done, or for alleged ignorance of the nature and condition of the site.

30.1.4 Dimensions and Scales of Drawings

Wherever shown on the Construction Documents and on details issued during the Contract, figured dimensions shall be read in preference to scale.

Larger scale Drawings shall be read in preference to smaller scale Drawings of the same work.

All dimensions, including levels indicated on Drawings, shall be checked on site by the Contractor.

Discrepancies shall be referred to the Principal's Representative before the job progresses to a stage where any adjustment to such dimensions or levels would cause additional cost in the undertaking of the Works or substantial variation to the Construction Documents, providing that the discovery of such discrepancies takes place at some antecedent time.

30.1.5 Shop Drawings

The Contractor shall provide the Principal's Representative with a copy of all Shop Drawings for matters such as, but not limited to, structural steelwork, air-conditioning systems, electrical equipment, windows and glazing and ornamental metalwork, and all other special parts of the Works that require additional detailing.

Before submitting shop Drawings the Contractor shall check the Drawings for accuracy and have any errors corrected.

Shop Drawings shall be submitted to the Principal's Representative in ample time ahead of manufacture, stockpiling, assembly or supply but in all cases allowing at least 10 working days for the Principal's Representative to examine and discuss any issues with the Shop Drawings.

Delays caused by the late submission of Shop Drawings to the Principal's Representative or by inadequate Drawings shall not be recognised as a reason for extensions to the Contract.

The Principal's Representatives examination of such Drawings does not remove from the Contractor the responsibility for the accurate definition and dimensioning of the Shop Drawings.

The Contractor shall not stockpile, manufacture, assemble or supply anything affected by Shop Drawings until the Drawings have been approved in writing by the Principal's Representative.

30.1.6 As Constructed Drawings

During construction the Contractor shall keep accurate records of all variations and any

alterations to the exact size and location of all services installed including all branches, changes in direction, fittings, cocks, points of access, cleaning manholes, sumps and junctions, which shall be provided to the Principal's Representative prior to the handover of each house to enable As Constructed Drawings to be prepared by the Principal's architect and/or structural engineer.

30.1.7 Codes and Standards

Wherever Codes or Standards are referred to herein, the reference is to the edition current at the time that construction Works are undertaken or any Codes or Standard that has superseded the specified Codes or Standard.

30.1.8 Authorisation

Wherever authorisation, inspection, acceptance, rejection or approval is referred to in the Construction Documents, it means authorisation, inspection, acceptance or rejection by, or the approval of the Principal's Representative.

30.1.9 Site Inspections

The Contractor shall be deemed to have inspected the sites and determined and allowed for all conditions on and surrounding the sites, including, but not limited to:

- The nature and requirements of the work to be done,
- All conditions on and adjacent to the site,
- Access to the site.

30.1.10 Datum and Temporary Bench Mark

Prior to the commencement of the Works on each site, the Contractor shall construct and adequately protect one or more temporary bench marks.

The Contractor shall allow for the removal of any bench marks upon completion of the project and to make good each Construction Site.

30.1.11 Survey of the Condition of Existing Premises

The Contractor shall carry out a comprehensive survey of any adjoining structures, if applicable, before proceeding with the Works and shall re-establish the boundaries of each site, if required, prior to the commencement of any Works.

30.1.12 Protection of Site and Adjacent Property

The Contractor shall do everything necessary to ensure safety and freedom from injury, damage and interference to any adjacent public or private lands, properties, ways, services and all other adjacent real or personal property whatsoever and of persons at any time in the vicinity of the Construction Site.

The Contractor shall at all times take all reasonable steps to minimise nuisance to properties and occupants in the vicinity of the Construction Site that may arise from the Works, including nuisance from noise, dust, debris and obstructions.

The Contractor shall erect and maintain all necessary hoardings, gates, footways, gangways, gantries, platforms, temporary enclosures and any other requirements necessary for the protection of the Works, persons and property to the satisfaction of the Principal's Representative and any other relevant authority.

The Contractor shall protect and maintain all trees on the site designated on the Drawings for retention until each house is handed-over to the Principal.

30.1.13 Site Services

The Contractor shall provide all the services and equipment necessary for the Works to be undertaken by the Contractor and his sub-contractors. Any on-site fabrication work undertaken by sub-contractors that would normally be carried out in off-site workshops shall be done within areas fully serviced and set up for the purpose at no cost to the Principal.

Provide space on the Construction Site for the location of sub-contractors sheds and laydown areas.

30.1.14 Protection and Making Good

The Contractor shall provide adequate protection to all completed Works and to all materials delivered to the Construction Site and shall make good all defects as soon as they are discovered until each house is handed over to the Principal.

Where an instruction to make good, upgrade or provide additional protection is issued by the Principal's Representative, the Contractor shall cease building activities likely to cause damage to the components involved until the instruction is carried out.

No extension of time to the Contract period will be granted for delays due to the requirements of this clause.

The issuing of any instruction from the Principal's Representative regarding the protection of materials and making good of any Works does not relieve the Contractor of his contractual responsibility to protect materials and make good all Works in accordance with the Standards specified in the Construction Documents prior to the handover of the completed house.

30.1.15 Nuisance

The Contractor shall take all reasonable precautions which shall include sound meter monitoring during noisy operations, to ensure that noise, vibration, cement spray and dust are kept to a minimum, and that all work is carried out in such a manner so as to cause the least inconvenience to the public and the owners and occupants of neighbouring premises, and in compliance with the regulations of authorities having jurisdiction over the Works.

The Contractor shall immediately advise the Superintendent of any complaints about noise or any other nuisance caused by the undertaking of the Works and the Contractor and the Superintendent shall agree on the most appropriate course of action to deal with any complaints.

30.1.16 Labour

The Contractor and any sub-contractor shall only use skilled and competent workers in undertaking and completing the Works.

30.1.17 Finishing Works

The Contractor shall ensure that the following work is completed prior to the Contractor arranging a handover inspection with the Principal's Representative for the completed house:

- Clean and remove all surplus materials, rubbish, and dirt.
- Make good all damage, stains and blemishes and replace materials where necessary.
- Clean all surfaces, including vacuum cleaning of carpeted areas and cleaning and polishing of all glass surfaces, tiling, and chrome or metal finishes.
- Ease all doors, windows and drawers and check, lubricate and adjust all locks and closers.
- Check, test and ensure that all services and equipment are functioning efficiently and satisfactorily.

- Label and tag both sets of keys for the house.

30.1.18 Guarantees and/or Warranties

The Contractor shall ensure that all guarantees and warranties for fixtures, fittings and equipment and materials and/or workmanship are obtained from suppliers or sub-contractors to the benefit of the Principal.

The Contractor shall provide original copies of all guarantees and warranties to the Principal's Representative at the handover of the house.

Unless specifically stated in each guarantee or warranty the Contractor shall advise the Principal's Representative in writing of any actions required to be undertaken by either the Contractor or the Principal to maintain the validity of any guarantee or warranty.

30.2 NOTICES AND FEES – PRELIMINARIES

30.2.1 General

The Contractor shall serve all notices, arrange all inspections, conduct all negotiations, obtain all approvals and plans, etc.

30.2.2 Development Application

The Contractor shall be responsible for preparing a Development Application to be submitted by the Principal for planning approval.

30.2.3 Building Licence

The Contractor is hereby advised that Building Licence fees and BCITF Levies are to be included in the Contract Sum.

30.2.4 Other fees

Crossing deposit and any other fees will be the responsibility of the Contractor.

30.3 EXECUTION OF THE WORKS - PRELIMINARIES

30.3.1 General

The Contractor shall be fully responsible for carrying out the whole of the Works included in the Contract in accordance with the true object and intent of the Contract Documents, which is to provide that the works shown and described shall be complete in every detail for the purpose designed; including:

- The Contractor shall furnish everything reasonably necessary to achieve the object stated.
- The Drawings and Specification shall be considered as complementary and any work and/or materials absent from the one but present or implied in the other shall be furnished as if they were present in both.

30.3.2 Staged Construction

Refer to the Contract Documents.

30.4 PROPERTIES, UTILITIES AND SERVICES - PRELIMINARIES

30.4.1 General

The Contractor shall, from the date for possession onward, be responsible for:

- Preserving sound and free from damage or disfigurement, all existing structures and landscaping.

- Making good to the satisfaction of the Superintendent and Superintendent's Representative any damage to property, utilities and services.

30.5 REFERENCED DOCUMENTS - PRELIMINARIES

30.5.1 Current Editions

General: Use referenced documents that are editions, with amendments, current three months before the closing date for tenders, except where other editions or amendments are required by statutory authorities.

30.5.2 Contractual relationships

Responsibilities and duties of the Principal, Contractor and Superintendent are not altered by requirements in referenced documents.

30.6 INTERPRETATION -PRELIMINARIES

30.6.1 General

Unless the context otherwise requires, the following definitions apply:

- Supply: "Supply", "furnish" and similar expressions mean "supply only".
- Provide: "Provide" and similar expressions mean "supply and install".
- Approved: "Approved", "reviewed", "directed", "rejected", "endorsed" and similar expressions mean "approved (reviewed, directed, rejected, endorsed) in writing by the contract administrator".
- Give notice: "Give notice", "submit", "advise", "inform" and similar expressions mean "give notice (submit, advise, inform) in writing to the contract administrator".
- Obtain: "Obtain", "seek" and similar expressions mean "obtain (seek) in writing from the contract administrator".
- Proprietary: "Proprietary" mean identifiable by naming manufacturer, supplier, installer, trade name, brand name, catalogue or reference number.
- Samples: Includes samples, prototypes and sample panels.

30.6.2 Technical

Zinc-coated steel: Includes zinc-coated steel, zinc/iron alloy-coated steel, and aluminium/zinc-coated steel. Pipe: Includes pipe and tube.

30.6.3 Maintenance period

Co-extensive with the defects liability period.

30.7 CONTRACT DOCUMENTS - PRELIMINARIES

30.7.1 General

Diagrammatic layouts: Layouts of service lines, plant and equipment shown on the drawings are diagrammatic only, except where figured dimensions are provided or calculable. Before commencing work, obtain measurements and other necessary information.

Levels: Spot levels take precedence over contour lines and ground profile lines.

30.7.2 Classified documents

Do not disclose to third parties contract documents marked with a classification such as "Restricted", "Confidential" or "Secret", except with prior written approval of the Principal and subject to conditions imposed.

31. QUALITY

31.1 INSPECTION -PRELIMINARIES

31.1.1 Notice

Witness points: If notice of inspection is to be given in respect of parts of the works, advise if and when those parts are to be concealed.

Hold points: If notice of inspection is to be given in respect of parts of the works, do not conceal those parts without approval.

Minimum notice for inspections to be made: 2 working days.

31.2 TESTS -PRELIMINARIES

31.2.1 Notice

General: Give sufficient notice so that designated tests may be witnessed.

Hold points: Do not carry out designated tests without approval.

Minimum notice for tests to be witnessed:

- 5 working days for site tests; and
- 10 working days for local pre-delivery tests.

31.2.2 Testing authorities

General: Except for site tests, have tests carried out by authorities accredited by NATA to test in the relevant field, or an organisation outside Australia recognised by NATA through a mutual recognition agreement. Co-operate as required with testing authorities.

Site tests: Use instruments calibrated by authorities accredited by NATA.

31.2.3 Reports

General: Submit three (3) copies of test reports, including certificates for type tests, showing the observations and results of tests and compliance or non-compliance with requirements.

31.2.4 Endorsement

If tests are to be carried out on parts of the works, do not conceal those parts and do not commence further work on those parts until the tests have been satisfactorily completed and compliance verified.

31.3 SAMPLES -PRELIMINARIES

31.3.1 Timing

General: Where specified in the Principal's Project Requirements or when requested by the Superintendent the Contractor, prior to ordering or using or carrying out the work, shall prepare and submit two samples of finishes and workmanship for the approval of the Principal.

Delays: Coordinate submissions of related samples. Do not cause delays by making late submissions or submitting inadequate samples.

31.3.2 Quantity

General: Submit a sample of each designated item and two (2) copies of supporting

documentation. Include ancillary items such as fasteners, flashings and seals.

31.3.3 Identification

Identify the project, contractor, subcontractor or supplier, manufacturer, applicable product, model number and options, as appropriate and include pertinent contract document references. Include service connection requirements and product certification. Identify non-compliance with project requirements, and characteristics that may be detrimental to successful performance of the completed work.

31.3.4 Approval

General: If approved by the Superintendent two of each approved sample shall be signed or otherwise suitably identified by the Superintendent, one of which shall be returned to the Contractor who shall keep it on the site in a safe place and available for inspection. All workmanship shall comply with all approved samples. The Superintendent's approval of samples shall be in writing.

The Contractor shall not commence work affected by samples until the samples have been approved. Submit further samples as necessary.

31.3.5 Retention

Keep approved samples in good condition on site, until practical completion.

31.3.6 Incorporation

Incorporate in the works samples that have been approved for incorporation. Do not incorporate other samples.

31.3.7 Criteria

Match approved samples throughout the works.

31.4 CONTRACTOR'S SUBMISSIONS – PRELIMINARIES

31.4.1 Timing

General: Submit documents in a timely manner, to suit the construction program. Advise if any of the documents are to be returned.

Delays: Coordinate submissions of related items. Do not cause delays by making late or inadequate submissions.

31.4.2 Quantity

Bound documents: Three (3) copies.

Loose documents up to and including A3: One copy.

Loose documents larger than A3: One transparency on heavyweight plastic film the same size as the standard contract drawings.

Standard contract drawing size: A1.

31.4.3 Identification

Identify the project, contractor, subcontractor or supplier, manufacturer, applicable product, model number and options, as appropriate and include pertinent contract document references. Include service connection requirements and product certification. Identify non-compliance with project requirements, and characteristics that may be detrimental to successful performance of the completed work.

31.4.4 Endorsement

Witness points: Give notice before commencing work affected by contractor's submissions, unless the submissions have been endorsed as satisfactory.

Hold points: Do not commence work affected by contractor's submissions until, if appropriate, the submissions have been endorsed as satisfactory,

Errors: If a document contains errors, submit a new or amended document as appropriate, indicating changes since the previous submission.

31.4.5 Design

General: If part or all of an installation is to be designed by the contractor, submit documents showing the layout and details of the installation.

Variation documents: If it is proposed to change the installation from that shown on the contract documents, or if statutory authorities require changes, submit variation documents showing the proposed changes.

31.4.6 Shop drawings

Diagrammatic layouts: Coordinate work shown diagrammatically in the contract documents, and submit dimensioned set out drawings.

31.4.7 Authorities

Correspondence: Submit copies of correspondence and notes of meetings with authorities.

Authorities' approvals: Submit documents showing approval of the authorities whose requirements apply to the work.

31.4.8 Tests

Tests program: Submit a testing and commissioning program that is consistent with the construction program. Include particulars of test stages and procedures.

Test records: For designated tests, including pre-delivery tests, record results and submit reports or certificates in a form suitable for inclusion in operation and maintenance manuals.

31.4.9 Samples

If it is intended to incorporate samples into the works, submit proposals.

31.4.10 Materials and components

Product data: For proprietary items, submit manufacturers' product data including:

- Technical specifications and drawings;
- Type test reports;
- Performance and rating tables; and
- Recommendations for installation and maintenance.

Proposed products schedules: For major products not specified as proprietary items, within 3 weeks of site possession submit a schedule of those proposed for use.

Product certification: If products must comply with product certification schemes, submit evidence of compliance.

31.4.11 Execution

Acceptance of substrate: Submit installers' statements verifying that the substrate is satisfactory for receiving the installation.

31.5 QUALITY ASSURANCE – PRELIMINARIES

31.5.1 Contractor's Project Management Plan (PMP)

Within five (5) days of starting work on site, the contractor is to forward to the Superintendent a copy of their Project Management Plan. The PMP must be specific to the particular project being undertaken. *A generic project plan is not acceptable.*

Should the contractor fail to provide an approved PMP, then the Superintendent may deduct from the contract amount, a sum equivalent to the cost of employing a lead auditor to undertake a review and correction of the PMP.

The PMP is to incorporate the requirements of Quality Assurance (QA), Occupational Health & Safety (OH&S) and Environmental Management System (EMS) for the project.

The contractor shall develop and implement business management services, which integrate the following systems requirements for:

- Quality Assurance Management (ISO 9001 or 9002)
- Occupational Health and Safety (AS 4804)
- Environmental Management (ISO 14001).

31.5.2 Quality Assurance

Quality Assurance is a part of this Contract and shall be applied to the whole of the Works. The quality system employed by the Contractor shall meet the requirements of AS/NZS ISO 9001-9003. For AS/NZS ISO 9003:1994 the Master Builder Association's "Quality System for Contractors" can be used. They shall implement their quality system throughout the life of the project. It is preferable that the system has been certified by an independent JAS-ANZ certifier.

This section has been prepared as a guide for the implementation of Quality management procedures that shall include a trade-by-trade assessment of the specified requirements for shop drawings, samples, prototypes, testing, formal inspections and the selection, quality assurance and verification of the materials and workmanship contained in all Trade sections of the Specification.

Should the Contractor fail to comply with any aspect of the quality system the Superintendent may deduct from the contract sum an appropriate sum of money to accord with the relevant breach.

The Contractor shall retain the services of competent personnel to engineer, prototype, test and execute the Works all according to a Project Quality Plan which must be prepared for approval as part of the Contractor's Quality Management System procedures. The Project Quality Plan shall be submitted for approval within two weeks of starting on site.

The Contractor's Quality Management System shall provide planning and inspection procedures to establish conformation and to identify non-conformance materials and/or items of work and to monitor and ensure its rectification. The Contractor's Project Quality Plan shall include without limitation the following:

- Statement of Contractor's Company Policy in respect of Quality Management.
- Description of Contractor's Quality Management System organisation and management arrangement.
- Details of components of the system and the operation of the system (project specific):
 - (1) Measuring and Test Control
 - (2) Procurement Control
 - (3) Inspection and Test Plans (list-project specific)
 - (4) Incoming Inspection
 - (5) In process Inspection
 - (6) Final Inspection
 - (7) Records
 - (8) Non-conformance Records
 - (9) Corrective Action Reports

31.5.3 Inspection and Test Plans

Inspection and test plans (ITPs) are to be compiled for each trade indicating inspections, tests and submissions required in accordance with the relevant specification. The frequency of inspection and testing shall be adequate to demonstrate compliance with the design documentation. ITPs should clearly show the parties responsible for each activity and the record form that is being used to verify the works.

31.5.4 Non-conformance System

The Contractor is to implement a non-conformance system for the project and have an updated register on site. This register is to be made available to the Superintendent upon request.

The non-conformance system shall:

- (1) Identify and hold non-conformance work for evaluation.
- (2) Devise method of rectification of the non-conformance for approval by the Quality Assessor and/or the Superintendent.
- (3) Implement the accepted rectification procedure.
- (4) Implement reinspections and retesting procedures for materials and items of work that have undergone rectification following identification of non-conformance.

31.5.5 Project Quality Records

The Project Quality Plan shall establish and maintain a retention system for all proforma used during the Contract in respect of Quality Management including without limitation:

- (1) The Project Quality Plan
- (2) Inspections and Test Plans including inspection and test records;
 - incoming materials and items of works
 - during manufacture
 - during installation/construction
 - during commissioning
- (3) Non-conformance and disposition reports
- (4) Corrective Action Reports
- (5) Statement of Final Conformance or Disposition Administration
- (6) Requests for Information
- (7) Contractor's Instructions to Subcontractors
- (8) Superintendent's Instructions
- (9) Consultant Instructions
- (10) Shop Drawing Review

- (11) Sample and Prototype Approval
- (12) Operation and Maintenance Manuals
- (13) As built drawings
- (14) Warranties
- (15) Records of Formal Tuition and handover activities

Computer IBM compatible CAD files, word processing, spreadsheet or database files shall be created in which all documents comprising the Project Quality Records are recorded.

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.

Quality records may be requested by the Superintendent at the end of the project. The Contractor is to allow for the compilation of these records at the completion of the project if so requested.

31.5.6 Occupational Health and Safety

The Contractor shall implement Occupational Health and Safety Procedures to comply with Occupational Health and Safety Act (1985).

The Contractors must supply evidence to demonstrate their Occupational Health and Safety Management Systems complies with the Occupational Health and Safety Act (1985), in particular Part III, Duties of Employers, Sections 21-23.

Prior to starting work on site the Contractor is to provide the Superintendent with a copy of the following. This list below is to act as a guide only and the Contractor may provide any other material, which they consider relevant to compliance with the Act.

- Project Occupational Health and Safety Policy and Plan Site Establishments.
- Responsibilities and Duties of Project Team and Sub-Contractors.
- Occupational Health and Safety Project check list and hazard inspection.
- Procedure for site induction of all people entering the site.
- Procedure for Accident and Incident reporting.
- Procedure Plant/Equipment maintenance and inspections.
- Procedure for Competency Assessment of Operators.
- Emergency Procedures.
- Provision of adequately trained staff on call and provision of appropriate safety and medical equipment.

31.5.7 Environmental Management

The Contractor shall include in its management system a system element covering environmental management. 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 the Environmental 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.

32. QUALITY

32.1 MATERIALS AND COMPONENTS GENERALLY -PRELIMINARIES

32.1.1 Proprietary Items

General: Where proprietary brands of materials or equipment are used, the materials and equipment shall be installed and maintained by the Contractor in accordance with the manufacturer's directions until each house is handed over to the Principal.

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

Alternatives: If the Contractor or his subcontractors wish to propose an alternative to the material or equipment specified in the Principal's Project Requirements the Contractor shall submit a variation request to the Superintendent for his written approval. Where alternatives are proposed, submit proposed alternatives and include samples, available technical information, reasons for proposed substitutions and cost. If necessary, provide English translation. State if use of proposed alternatives will necessitate alteration to other parts of the works and advise consequent costs.

The Contractor must not assume that permission for any material or equipment variation will necessarily be given.

32.1.2 Manufacturers' or Suppliers' Recommendations

General: Select, if no selection is given, and transport, deliver, store, handle, protect, finish, adjust, prepare for use, and use manufactured items in accordance with the current written recommendations and instructions of the manufacturer or supplier.

Instructions: Submit the recommendations and instructions, and advise of conflicts with other requirements.

Project modifications: Advise of activities that supplement, or are contrary to manufacturers' or suppliers' written recommendations and instructions.

Product certification: If products must comply with product certification schemes, use them in accordance with the certification requirements.

32.1.3 Sealed Containers

If materials or products supplied by the manufacturer are in closed or sealed containers or packages, bring the materials or products to point of use in the original containers or packages.

32.1.4 Consistency

For the whole quantity of each material or product use the same manufacturer or source and provide consistent type, size, quality and appearance.

32.1.5 Construction Loads

The Contractor shall ensure that no excessive loads are placed on any part of the structure during construction and competently computed temporary supports shall be provided to transfer all excess loads from the structure until each house has reached the stage of practical

completion. If so requested by the Principal's Representative, the Contractor shall produce his computations for the temporary structural supports.

32.2 ALTERNATIVES - PRELIMINARIES

32.2.1 Approval for Alternatives

Where a material or manufacturer is named in this Principal's Project Requirements, the Contractor shall be deemed to have included in their tender for the named material or manufacturer irrespective of the phrase "or other approved" which may follow. The Superintendent may approve the substitution of goods, materials, workmanship, method or equipment. Submission for substitutions by the Contractor's shall be in the form of a written request giving technical information certifying that it is of equal or better quality and effectiveness.

Variations: No additional cost to the Contract will be allowed for any such substitution, but any resultant cost saving will be deducted from the Contract Sum. With exceptions as specified or indicated on the drawings, apply, install, connect, erect, use, clean, and condition manufactured articles, materials, and equipment in accordance with manufacturers' current printed recommendations. Keep copies of such printed recommendations at job site and make available to the Superintendent.

32.3 WARRANTIES -PRELIMINARIES

32.3.1 General

Where required by the provisions of these Principal's Project Requirements, the Contractor shall provide warranties for equipment, materials and/or workmanship. Where this is not reasonably possible, the Contractor shall notify the Superintendent in writing before the work is started or the item ordered. Warranties shall be handed over by the Contractor to the Superintendent before the issue of the Final Certificate. All warranties shall be so worded so that the Principal's rights under the terms of the general conditions of the contract are not prejudiced or otherwise diminished.

32.4 ORDERING OF MATERIALS -PRELIMINARIES

32.4.1 Requirement

As soon as practicable after entering into this Contract, the Contractor shall place orders for and take all measures necessary to ensure the supply of all materials and goods required to carry out and complete the works and shall take all reasonable measures to ensure that deliveries of such materials and goods will be made at such times as will sustain the necessary rate of progress of the works to achieve Practical Completion by the due date.

32.5 GENERAL WATERPROOFING - PRELIMINARIES

32.5.1 Contractor's Responsibility

The Contractor is to assume full responsibility to the Principal for the general water tightness of the Works.

32.5.2 Making Good

The Contractor must also promptly and without cost to the Principal, amend, correct, repair and/or restore any portion of the Works that permits or has permitted the entry of water or damp or in the opinion of the Superintendent is likely to do so.

32.6 SLIP RESISTANCE OF PEDESTRIAN WALKWAYS - PRELIMINARIES

32.6.1 Generally

To reduce the risk of pedestrians slipping, floor and paving surfaces shall comply with the following sub-clauses.

32.6.2 Public Access Areas Subject to Wetting

Scope: Includes external paving, arcades open to the weather and foyers with limited weather protection.

Standard: The surface shall have a minimum coefficient of friction of 0.4 as set down in AS 3661.1, using the "Stanley Pendulum Test" method with a 4S rubber under wet conditions.

33 SITE

33.1 SPECIAL SITE CONDITIONS -PRELIMINARIES

33.1.1 Access to Occupied Premises

Requirement: Maintain access at all times for the Principal to the following occupied premises schedule:

1. N/A

33.2 OCCUPIED PREMISES - PRELIMINARIES

33.2.1 Generally

For the parts of the site designated as occupied premises in the occupied premises schedule:

- Allow occupants to continue in secure possession and occupancy of the premises for the required period;
- Make available safe access for occupants;
- Arrange work to minimise nuisance to occupants and ensure their safety.
- Provide protection for occupants against weather, dust, dirt, water or other nuisance, by such means as temporary screens.

Proposals: Submit details of proposed methods:

- Purpose of submission: Information only.

33.2.2 Infection Control during Construction

General: Where buildings remain occupied during construction additional precautions to prevent the spread of infection shall apply.

Pollution: During the construction, demolition or renovation of buildings, increased air-borne particles originating from dry soil, dust or fragments of building materials are common, and can be exaggerated by prevailing climatic conditions, resulting in air pollution that can cause hazards to staff and visitors. Carry out the Works to prevent:

- Increased particulate matter in breathing air; (this is particularly important for patients with respiratory diseases);
- Conveying toxic substances; e.g. Asbestos fibres; and
- Conveying an increased load of pathogenic micro-organisms; e.g. Fungi.

Particular work: The following items of work are to be incorporated into the Contract:

- The Contractor shall be responsible for suppressing all air pollution emanating from the Works and shall ensure construction activities cause minimal interference with the

operation and function of the Site.

- The Contractor shall provide construction barriers between the Works and the rest of the Site. Air intake areas are to be protected to ensure that buildings are kept free from contamination.
- For construction, demolition and renovation areas within occupied buildings, the Contractor shall ensure that the airflow is directed away from adjacent occupied areas, where practical to do so, or otherwise take steps to ensure contaminated air is not introduced into adjacent areas.
- The Contractor shall ensure that pedestrian traffic from construction areas is directed away from occupied areas as much as is practical.
- The work site, where it abuts occupied areas, shall be cleaned regularly to the Superintendent's satisfaction, with the intervals between cleaning based on the nature of the work and the need to minimise air pollution.

33.3 NO SMOKING POLICY - PRELIMINARIES

33.3.1 Smoking Prohibited

The Contractor is advised that smoking is prohibited on the site. Subcontractors and employees should be advised accordingly.

33.4 NO BURNING-OFF POLICY - PRELIMINARIES

33.4.1 Burning-Off Prohibited

The Contractor is advised that "burning-off" of materials is prohibited on the site. Subcontractors and employees should be advised accordingly.

33.5 PROTECTION OF PERSONS AND PROPERTY - PRELIMINARIES

33.5.1 Temporary Works

Provide and maintain required barricades, guards, fencing, shoring, temporary roadways, footpaths, signs, lighting, watching and traffic flagging.

33.5.2 Damage to Services

Do not obstruct or damage roadways and footpaths, drains and watercourses and other existing services in use on or adjacent to the site. Determine the location of such services. Rectify immediately any obstruction or damage to such services and provide temporary services whilst repairs are carried out.

33.5.3 Damage to Property

Do not interfere with or damage property that is to remain on or adjacent to the site, including adjoining property encroaching onto the site, and trees. Rectify immediately any interference or damage to such property.

33.5.4 Crossings

If required, the Contractor shall provide temporary crossings to protect footpaths, kerbs, roads and gutters from damage.

Making good: It shall be the responsibility of the Contractor to make good all damage caused to footpaths, kerbs, roads and gutters, etc., as a result of building operations.

33.6 SECURITY – PRELIMINARIES

33.6.1 General

The Contractor shall from the commencement of and throughout the period of the Contract, take all proper and adequate precautions to prevent access by unauthorised persons to each Site of the Works, and prevent all thefts and vandalism, and without in any way limiting the generality thereof, shall properly lock up and barricade the Site and the Works, and take such steps as the Superintendent may require from time to time, to carry out the obligation of the Contractor in this regard.

33.6.2 Making Good

The Contractor shall immediately replace and make good any loss and/or damage from theft, trespass and/or vandalism occurring to the Works prior to the issue of the Notice of Practical Completion, without cost to the Principal.

33.7 EXISTING SERVICES - PRELIMINARIES

33.7.1 General

Attend to existing services as follows:

- If the service is to be continued, repair, divert or relocate as required. If the service crosses the line of a required trench, or will lose support when the trench is excavated, provide permanent support for the existing service.
- If the service is to be abandoned, cut and seal or disconnect, and make safe.

Proposals: Submit proposals for action to be taken with respect to existing services before starting this work. Minimise the number and duration of interruptions. Purpose of submission: For review.

33.7.2 Termination

The Contractor is responsible for all works to existing services, except for termination of services that will be undertaken by the Principal; at a time that is convenient to both parties.

33.7.3 Notice

Provide sufficient notice to the Principal for termination of services.

33.7.4 Works to Existing Services

Remove, divert, extend, seal, plug off any services found on the Site not in use or required to be made good to the approval of the appropriate Authorities. The Contractor shall be responsible for the ascertaining the positions of any power cables, drains, water pipes, gas pipes and any other services that may or may not be shown on the drawings. In particular it should be noted that the location of the underground power indicated on the site plans is indicative only, and the Contractor is to ascertain these position of these.

33.7.5 Contractor's Responsibility

The Contractor will be held responsible for making good any damage to existing services caused by the operation of the Works whether or not these services are shown on the Drawings.

33.8 ACCESS ROADS – PRELIMINARIES

33.8.1 Generally

Where public roads and roads on Principal's property are used, the Contractor shall maintain these roads free of any material that falls from plant and vehicles. All such materials dropped into public roads and roads on Principal's property shall be promptly removed and the road cleaned to the satisfaction of the Council or other Authority without additional charge.

33.8.2 Vehicles

All vehicles and containers used by the Contractor for the transport of materials shall be so constructed as to prevent spillage. In the event of any such vehicle being leaky or otherwise unsuitable it shall be withdrawn from the work immediately.

33.8.3 Temporary Roads

Provide any temporary roads, paths or planked crossings required for access to the site and for the execution of the Works. Remove temporary work on completion and make good as necessary to restore to original or better condition.

33.9 TRAFFIC MANAGEMENT – PRELIMINARIES

33.9.1 Generally

The Contractor will abide by the principles outlined in the Main Roads Western Australia Code of Practice for traffic management of road works and its associated general field guide. The Contractor shall allow in the Contract Sum for all traffic management requirements.

33.10 ADJOINING PROPERTY – PRELIMINARIES

33.10.1 Notice

General: At least 10 working days before commencing work, submit to owners and occupants of adjoining property written notice of intention to commence work and an outline description of the type and extent of work.

Fencing: Submit all required "fencing notices" to adjoining property owners.

33.10.2 Revealed Encroachments

If the works reveal unknown encroachments of adjoining property on to the site or of existing site structures on to adjoining property, immediately seek instructions.

33.10.3 Records

For properties described in the Adjoining properties to be recorded schedule:

- inspect the properties with the Superintendent and owners and occupants of the properties, before and on completion of the works;
- at the initial inspection, make detailed records of conditions existing within the properties, especially structural defects and other damage or defacement; and
- arrange for at least 2 copies of each record, including drawings, written descriptions, and photographs, to be endorsed by the owners and occupants, or their representatives, as evidence of conditions existing before commencement of work.

Endorsed copies: Submit one endorsed copy of each record. Keep the other endorsed copy on site.

Purpose of submission: Information only.

33.11 TEMPORARY SERVICES – PRELIMINARIES

33.11.1 Water

Provide temporary water connections to mains and all necessary stop valves, hose cocks, hoses, fittings and the like at each floor level as works proceed.

33.11.2 Electricity

Provide connection to electrical mains for temporary power for the duration of the Works. At least one GPO is to be provided for connection within 15 metres of the work face. 3-phase temporary power is to be provided for lifts and mechanical services installations and testing.

33.11.3 Sanitary Conveniences

To be provided within the vicinity of the works for use of all workers and visitors to the site. Clean and maintain in a sanitary condition throughout the period of the Works.

33.12 TEMPORARY FENCE, HOARDINGS, ETC – PRELIMINARIES

33.12.1 Requirement

General: Provide and erect any necessary barriers, hoardings, fences and the like for protection of the public and clear away on completion. Allow for any watching and lighting and protection of openings and excavations.

Type: Temporary site boundary fencing – Chain wire mesh with black shade cloth with posts at 1800mm set in cement stabilized earth footings.

Maintenance: Maintain temporary fencing and hoardings in good conditions throughout the period of the Works. Fencing and hoardings are to be painted in colours as directed by the Superintendent.

Advertising: Temporary fencing and hoardings shall not be used for advertising purposes, unless approved in writing by the Superintendent.

33.12.2 Dust

General: The Contractor should be aware that they will be working adjacent to and within an occupied building and that dust is a major cause of infection, therefore it will be necessary to ensure that temporary screens and the like are sealed against dust.

33.13 PARKING - PRELIMINARIES

33.13.1 General

Use parking in the street and/or only designated parking areas within the site.

Number of spaces: to be determined

Location: to be determined

33.14 SAFETY -PRELIMINARIES

33.14.1 Accidents

Promptly notify the Superintendent of the occurrence of the following:

- Accidents involving death or personal injury.
- Accidents involving loss of time.

- Incidents with accident potential such as equipment failure, slides and cave-ins.

Accident reports: Submit reports of accidents.

Purpose of submission: Information only.

33.14.2 Asbestos

Do not use products containing asbestos.

33.15 SURVEY -PRELIMINARIES

33.15.1 Requirement

Provide a licensed survey to confirm the following:

- Setting out;
- Check surveys;
- Final survey.

33.15.2 Survey Marks

Definition: The term "survey mark" means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark used or intended to be used for the purpose of setting out, checking or measuring the work.

Care of survey marks: Preserve and maintain the Principal's survey marks in their true positions.

Rectification: If the Principal's survey marks are disturbed or obliterated, immediately give notice and rectify the disturbance or obliteration.

33.16 MAINTENANCE OF EXISTING SERVICES -PRELIMINARIES

33.16.1 Interruption to Existing Services

The Works of this Contract shall proceed with as little interruption as is practicable to existing services and the use of adjacent buildings. The Contractor shall give at least 48 hours notice to the Principal of possible interruptions to services and shall proceed with new connections or alterations as rapidly as possible to avoid unnecessary delays to the supply for existing buildings.

33.16.2 Co-ordination

Do not disconnect existing services without the approval of the Principal, nor allow services to be disconnected for an extended period, other than as previously agreed.

33.17 RECORDS OF SERVICES -PRELIMINARIES

33.17.1 Documentation of Location of Services

The Contractor shall obtain from the Superintendent an additional copy of the site layout and services drawings and shall mark thereon the exact position and route of all services piping, as actually installed by dimensions from fixed lines or points. Positions of all valves, branches, inspection openings, etc., shall be dimensioned, and may be subject to checking by the Superintendent before the work is covered up. Variations in position or size of pipes, valves, etc.

within the Building, shall also be marked on this set of drawings and checked by the Superintendent.

33.17.2 Keeping of Drawings

The dimensioned drawings shall be kept on the site for inspection during the course of the works and returned to the Principal on completion, to enable an exact record of the whole installation to be made for use in future maintenance.

33.17.3 Format

On completion of the project the as installed drawings along with all required warranties and operation/maintenance instructions shall be provided to the Superintendent for review in two hard cover loose leaf binders. The binders shall be embossed with the title of the Project as indicated on the Face Sheet of these Principal's Project Requirements.

33.18 PROTECTION -PRELIMINARIES

33.18.1 Safety on Site

The Contractor shall at all times do everything prudent or necessary to ensure the safety and freedom from injury, damage or interference of the adjacent buildings, public or private lands, properties, ways, services, together with all other real or personal property whatsoever, and of persons at any time in the vicinity of the site, and in particular, and without affecting the generality of the foregoing, shall carry out and provide such shoring or other forms of support, shielding, fencing and other protective and precautionary measures as may be necessary for any of the purposes aforesaid.

33.18.2 Safety Helmets and Boots

Provision: Provide an adequate number approved spare safety helmets and steel-toed boots for the visiting Superintendent and designated representatives, generally related to the numbers attending Site Meetings.

33.19 SITE NOISE CONTROL -PRELIMINARIES

33.19.1 Standards and statutory requirements

Comply with current Australian Standard, Codes to Noise Control on Construction, Maintenance and Demolition Sites and all other statutory requirement relating to control of noise levels on site.

33.19.2 Occupied areas adjoining to Works areas

The Contractor shall liaise with the Principal regarding required quiet times on an approved basis.

33.19.3 Equipment

All compressors and other stationary engines shall be of the silenced type and silenced jackhammers shall be used where such breaking equipment is necessary or called by the Superintendent. Operation of equipment shall be closely supervised to ensure that silencers are always in place.

Approved times for use: All compressors and jackhammers shall be used only at hours approved by the Principal in instructions provided by the Superintendent.

34 CONTRACTING

34.1 SUBCONTRACTS -PRELIMINARIES

34.1.1 Provisional sums

Provisional sums identified in the Provisional sum schedule are for purposes stated in relevant sections of the Principal's Project Requirements.

34.1.2 Provisional Sum Schedule

<i>Item</i>	<i>Where Specified</i>	<i>Provisional Sum (\$)</i>
N/A		

34.2 NOMINATED SUBCONTRACTORS -PRELIMINARIES

34.2.1 Facilities

Refer to Nominated Subcontract documentation.

Contractor/nominated subcontractor interfaces: Refer to Nominated Subcontract documentation.

34.3 SEPARATE CONTRACTS - PRELIMINARIES

34.3.1 Principal's Contractors

The Principal reserves the right to let separate contract for works as provided in the Conditions of Contract. The Contractor shall permit all reasonable access on to the Site and Works to any separate Contractor during normal working hours and at other times only by special arrangement and with his consent. The Contractor shall not be responsible for such work.

34.3.2 Contractor's Additional Works

Should the Contractor be required by the Superintendent to make any provision or provide any labour, materials or services in respect of separate contracts, the costs shall be allowed as a variation subject to submission of quotations and to their approval by the Superintendent before the Contractor provides such facilities or work.

34.3.3 Protection

Where so required by the Superintendent, the Contractor shall allow for and protect such works from damage and, should any damage occur to the separate contract works due to any neglect or default of the Contractor, he shall recompense the separate Contractor to the satisfaction of the Superintendent.

34.3.4 Damage to Contract Works

The Contractor may claim and obtain recompense from "Separate Contractor" for any damage caused by them to the Works.

34.3.5 Insurance

The Principal shall be responsible for the insurance against any loss by theft or loss or damage from the like caused as are set out in the Conditions of any work executed under Separate Contracts or any equipment placed on the Works by the Contractor or his agents prior to the date of Practical Completion.

34.3.6 Separate contracts

Work concurrent to this contract: The following works on site are not included in this contract:

- n/a

34.4 ATTENDANCE - PRELIMINARIES

34.4.1 Co-ordination

Each trade shall attend other trades as required and make good thereafter. The Contractor shall coordinate the activities of trades to prevent damage to finished surfaces.

34.4.2 Building in

The Contractor shall allow for building in equipment, fittings and fastenings as are required and for cutting openings and chases and making good thereafter for all pipes, conduits and fittings that may be installed and shall attend upon, cut away and make good after all trades, when and where directed.

34.5 BUILDING WORKS FOR NOMINATED SUB-CONTRACTORS -PRELIMINARIES

34.5.1 General

The Contractor shall allow in the Contract Sum for the formation and trimming of openings in walls, floor, ceilings, the attachment of supports, hangers, fixings, anchorage, sleeves and the like, cutting, chasing, stopping and making good for Nominated Subcontractors.

In all cases, the Nominated Sub-Contractor shall be responsible for:

- Supplying to the Contractor all materials and items which, being part of the Sub-Contract works, are required to be built into or attached to the building structure.
- Supplying to the Contractor all location diagrams, templates, instructions and the like which are necessary to enable the Contractor to execute correctly the required works.

34.5.2 Co-ordination

The Contractor shall be responsible for receiving all materials and information from the Nominated Sub-Contractor in sufficient time to prevent any delays to the Works.

34.6 SPECIFICATION - PRELIMINARIES

34.6.1 Included

The intent of the Contract and this Principal's Project Requirements is to provide for the work set out and described herein to be completed. Where an item is usual or necessary or is reasonably or properly to be inferred in the type of work generalised in this document but not specifically mentioned, it shall be deemed to be included in the Contract.

35. ADMINISTRATION

35.1 CLERK OF WORKS - PRELIMINARIES

35.1.1 Identity

General: The Principal reserves the right to engage a Clerk of Works for the project. Should the Principal take up this right, the Contractor will be informed of this engagement in accordance with the Contract conditions.

35.2 PROGRESS and PROGRAMMING OF THE WORKS - PRELIMINARIES

35.2.1 Critical Path Network (CPN)

Requirement: Within 15 working days of the Notification of acceptance of Tender provide 3 copies of a CPN of the proposed construction program, and permanently display a copy on site in an approved location. The extent, detail, number of activities indicated, and general format of the document shall show the following:

- Relationship and sequence of each building activity
- Earliest and latest starting date for each building activity
- Latest date for nomination of Sub-Contractors and suppliers and permission for use of shop drawings
- Latest date for receipt of details from the Superintendent and Sub-Contractors

Continuously monitor and update the CPN as necessary to minimise consequences of known or anticipated delays to the Works to the satisfaction of the superintendent. Application for Extension of Time must be supported by information clearly based upon the current CPN.

If the Superintendent considers that the CPN is not satisfactory, the Contractor shall provide an amended construction program within five (5) working days of being requested to do so by the Superintendent.

The provision of the construction program and any revisions thereto shall not relieve the Contractor of any obligations under the Contract including the obligation to not, without reasonable cause, depart from an earlier Project Program.

The Contractor shall be responsible for co-ordination with other contractors and shall make necessary adjustments to his resources and methods as required in order to conform with the Project Program notwithstanding the performance or progress of other Contractors.

The Contractor construction program shall be revised by the Contractor on a monthly basis or as directed by the Superintendent incorporating the following:

- Any changes in scope of the Contract Works;
- Any change in the Contractor's sequence of the execution of the Contract Works;
- Methods by which the Contractor proposes to accelerate and complete the works where delays in progress of the Contract Works have occurred; and
- Any extensions of time for Practical Completion of the Contract Works given by the Superintendent.

35.2.2 Documents

Submit within 15 working days of Notification of Acceptance of Tender, two copies of a report directly related to the program showing:

- Anticipated monthly progress claims for the duration of the Contract.
- Individual monthly claims and cumulative totals.

35.2.3 Revision

Whenever a Program is revised or it is determined that any progress payment has deviated from the projected cash flow, provide a revised cash flow report within five working days.

35.2.4 Cashflow Report

Within ten working days of Notification of Acceptance of Tender provide two copies of a report directly related to the activities on the construction program showing:

- Anticipated monthly progress claims for the duration of the Contract
- Individual monthly claims and cumulative totals, without cost adjustment
- Whenever the CPN is revised or it is determined that any progress payment has deviated

from the projected cash flow, provide a revised cash flow report within five working days.

35.2.5 Status Reports

Provide two copies of a weekly status report in an approved format. Show the following activities in working day units:

- Scheduled duration
- Elapsed time
- Remaining time
- Time ahead of or behind program
- Indicated finishing date
- Activities subject to known or anticipated delays
- The current 10 most critical activities listed with the number, activity description, scheduled duration, extent complete and time ahead of or behind completion.

35.2.6 Major Work Items

Provide at the start of each week a schedule of the major items proposed for the following 10 working days in the form of a simple bar chart. Within two working days of the start of each week provide the Superintendent with two copies of the schedule and one copy to all the other parties concerned.

35.2.7 Balance of Work

Prepare checklist if requested showing the balance of work by building activities in small areas, rooms, etc. Show the balance of work in man-hours per building activity to ensure adequacy of labour as Practical Completion is approached.

35.2.8 Revisions

Revise the construction program as required by the progress of the work. Submit revisions with each progress claim. Identify changes since the previous version and show the estimated percentage of completion for each item of work.

35.2.9 Program Chart

Display in the contractor's site office an up-to-date bar chart and network diagram based on construction program.

35.3 SITE MEETINGS – PRELIMINARIES

35.3.1 Requirement

Hold and attend site meetings throughout the contract and ensure attendance of appropriate subcontractors, the Superintendent, and appropriate consultants.

35.3.2 Frequency

Minutes: Keep minutes of site meetings. Within 5 working days after each meeting, submit to each party written copies of the minutes. Purpose of submission: Review.

Contacts: At the first site meeting, submit names and telephone numbers of responsible persons who may be contacted after hours during the course of the contract. Purpose of submission: Information only.

35.4 PAYMENT AND ADJUSTMENT OF CONTRACT SUM – PRELIMINARIES

35.4.1 Anticipated Progress Claims

At commencement of the works, submit a schedule of anticipated progress claims that will be made throughout the contract. Submit a revised schedule with each progress claim.

Purpose of submission: Information only.

35.4.2 Progress Claims Break-down

With each progress claim, submit a statement of amounts claimed in respect of each section or trade heading designated in the Principal's Project Requirements.

35.4.3 Method of Measurement

Measurement of materials quantities shall be in accordance with the principles of the Australian Standard Method of Measurement of Building Works.

Other civil engineering work: To AS 1181.

35.5 INSURANCES - PRELIMINARIES

35.5.1 Insurances by the Contractor

The Contractor will be required to indemnify the Principal in relation to:

- Excesses identified in the Principal's Insurance in accordance with the Contract.

35.5.2 Liability for injury to Persons

The Contractor shall be liable for, and shall indemnify the Principal against any liability, loss, claim or proceeding whatsoever in accordance with the provisions of Clause 17 in the General Conditions of Contract.

35.5.3 Workers Compensation

The Contractor is totally responsible for maintaining WORKSAFE WA contributions in accordance with the current requirements of the Government of Western Australia for all employees, and will be responsible for ensuring that all sub-contractors and their employees are similarly protected. No liability shall accrue to the Principal for employer's obligations under WORKSAFE WA.

35.5.4 Extent of Cover

The extent that the Contractor shall be required under the foregoing sub-clauses to effect insurances shall, unless nominated specifically in the General Conditions of Contract, be subject to the approval of the Superintendent for the adequacy of protection. The Contractor shall before proceeding with the work, lodge evidence with the Superintendent that such insurances have been affected. Should the Contractor make default in so doing, the Principal may insure against any risk with respect to which default has occurred and may deduct the premiums paid from any moneys due to become due to the Contractor.

36. COMPLETION

36.1 COMPLETION GENERALLY - PRELIMINARIES

36.1.1 Samples

Remove unincorporated samples on completion.

36.1.2 Contractor's Submissions

2 weeks prior to Practical Completion, submit for approval 3 copies of designated documents.

36.1.3 Warranties

General: Name the principal as warrantee. Register with manufacturers as necessary. Retain copies delivered with components and equipment.

Commencement: Commence warranty periods at practical completion or at acceptance of installation, if acceptance is not concurrent with practical completion.

Approval of installer: If installation is not by manufacturer, and product warranty is conditional on the manufacturer's approval of the installer, submit manufacturer's written approval of the installing firm.

36.1.4 Warranty Schedule

General: Refer to the particular trade specification sections for warranty requirements.

36.2 OPERATION AND MAINTENANCE MANUALS – PRELIMINARIES

36.2.1 General

General: Submit operation and maintenance manuals for installations. The Superintendents' approval of manuals is a requirement for Practical Completion.

Authors and compilers: Use personnel experienced in the maintenance and operation of equipment and systems installed, and with editorial ability.

Subdivision: By installation or system, depending on project size.

Referenced documents: If referenced documents or technical sections require that manuals be submitted, include corresponding material in the operation and maintenance manuals.

36.2.2 Format

A4 size loose leaf, in commercial quality, 4 ring binders with hard covers, each indexed, divided and titled. Include the following features:

- Pagination: Number pages consecutively.
- Dividers: Durable divider for each separate element, with typed description of system and major equipment components. Clearly print short titles under laminated plastic tabs.
- Drawings: Fold drawings to A4 size and accommodate them in the binders so that they may be unfolded without being detached from the rings. Provide with reinforced punched binder tabs.

36.2.3 Contents - general

Include the following:

- Drawings and technical data: As necessary for the efficient operation and maintenance of the installation.
- Table of contents: For each volume. Title to match cover.
- Directory: Names, addresses, and telephone and facsimile numbers of principal consultant, sub-consultants, contractor, subcontractors and names of responsible parties.
- Equipment descriptions:
 - Name, address and telephone and facsimile numbers of the manufacturer and supplier of items of equipment installed, together with catalogue list numbers.
 - Schedules (system by system) of equipment, stating locations, duties, performance figures and dates of manufacture. Provide a unique code number cross-referenced to the record and diagrammatic drawings and schedules, including spare parts schedule

- for each item of equipment installed.
- Operation procedures:
 - Manufacturer's technical literature as appropriate.
- Maintenance procedures:
 - Manufacturer's technical literature as appropriate. Register with manufacturer as necessary. Retain copies delivered with equipment.
 - Detailed recommendations for preventative maintenance frequency and procedures.
 - Safe trouble-shooting, disassembly, repair and reassemble, cleaning, alignment and adjustment procedures. Provide logical step-by-step sequence of instructions for each procedure.
 - Schedule of spares recommended to be held on site, being those items subject to wear or deterioration and which may involve the principal in extended deliveries when replacements are required. Include complete nomenclature and model numbers, and local sources of supply.
- Certificates:
 - Copies of manufacturers' warranties.
 - Certificates from authorities.
 - Product certification.
- Drawings:
 - Record drawings, full size.

36.2.4 Timing and Quantity

Final copies manuals: Submit three (3) hard sets and one (1) electronic set (drawings in pdf and AutoCAD dwg format) of final volumes within 2 weeks after practical completion. Incorporate feedback from review and from training of principal's staff, including preparation and insertion of additional data.

Revisions: Submit 3 sets of loose leaf amendments for insertion in the manuals, incorporating feedback from the maintenance period, within 2 weeks after completion.

36.3 SPECIAL MAINTENANCE ITEMS – PRELIMINARIES

36.3.1 Scope of Works

The following regular maintenance shall be allowed for as part of the main contract, not being subject to the Defects Liability provisions:

- Adjustment as necessary of all locks, catches, door closers and latches to all doors, windows and cupboards of joinery every 3 months during the Defects Liability Period will be required.

36.3.2 Inspections

The Contractor shall conduct an inspection at the specified interval and carry out all adjustments. The Superintendent may issue notice of certain items requiring attention to assist with this process.

36.4 SPARES – PRELIMINARIES

36.4.1 General

Schedule: At least 8 weeks before the date for practical completion, submit a schedule of spare parts necessary for maintenance of the installations. State against each item the recommended quantity, and the manufacturer's current price, including for:

- Packaging and delivery to site;

- Checking receipt, marking and numbering in accordance with the spare parts schedule;
- Referencing equipment schedules in the operation and maintenance manuals; and
- Painting, greasing and packing to prevent deterioration during storage.

36.5 FINAL CLEANING – PRELIMINARIES

36.5.1 Requirement

Before practical completion, clean throughout, including interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces. Clean all debris from the site, roofs, gutters, downpipes and drainage systems. Remove waste and surplus materials.

Samples: Remove non-incorporated samples, prototypes and sample panels.

36.6 REMOVAL OF PLANT – PRELIMINARIES

36.6.1 Requirement

Within 10 working days after practical completion, remove temporary works and construction plant no longer required. Remove the balance before the end of the defects liability period.

36.7 RESTORATION – PRELIMINARIES

36.7.1 Requirement

Clean and repair damage caused by installation or use of temporary work and restore existing facilities used during construction to original condition

36.8 PEST ERADICATION – PRELIMINARIES

36.8.1 Requirement

Employ suitably qualified pest exterminators. At practical completion submit a certificate stating that completed works are free of pest types identified in the Pest eradication treatments schedule.

36.8.2 Pest eradication treatments schedule

Pest type to be treated	Eradication method
Termite	Approved method carried out by an approved pest control firm
Rodents	Approved non-toxic method carried out by an approved pest control firm

PPR -APPENDIX A SITE PHOTOGRAPHS

LOT 292 POINSETTIA STREET, TOM PRICE





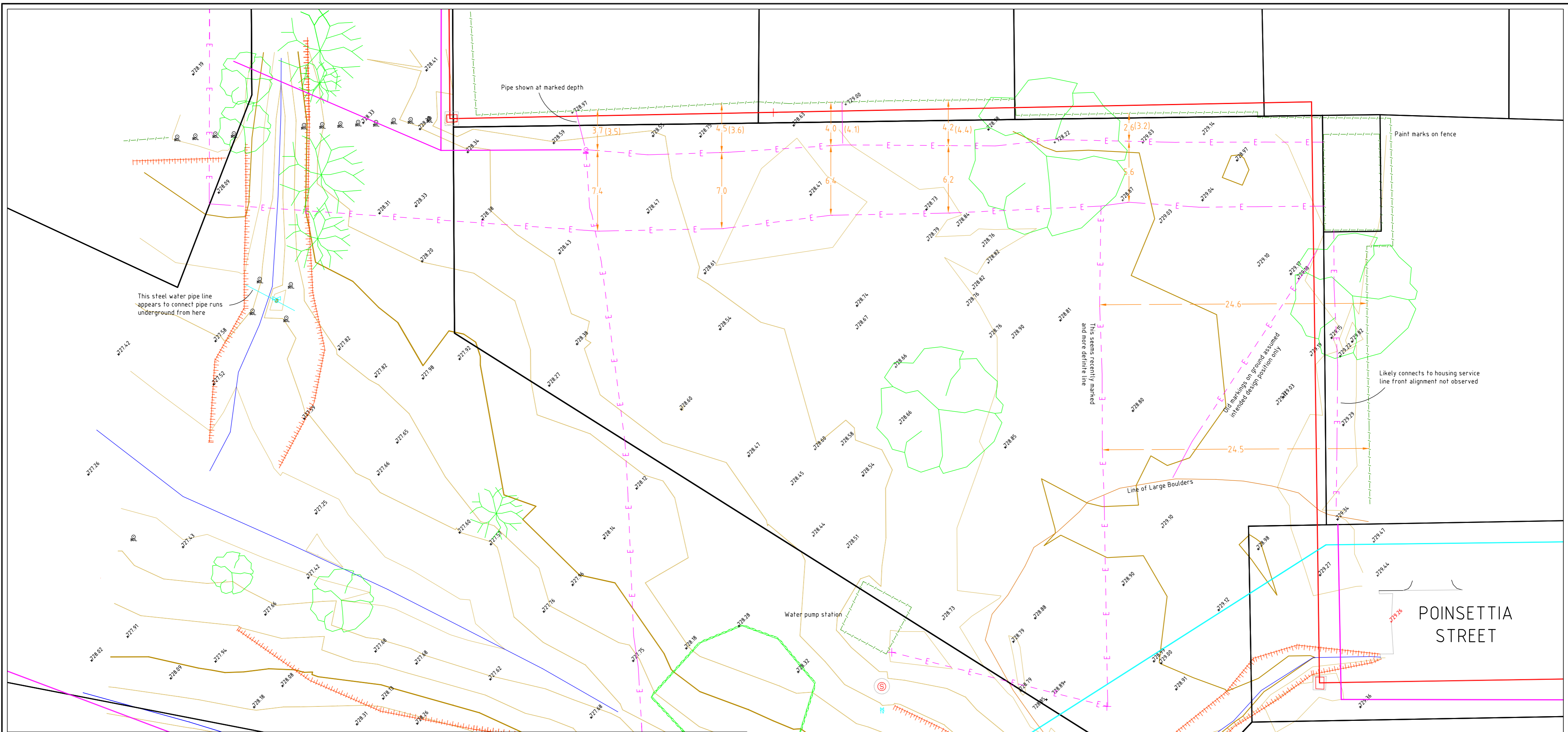


PPR – APPENDIX B

SITE SURVEYS

2 PAGES





NOTES

This plan has been prepared for the client and should not be used for any other purpose unless authorised by Whelans (WA) Pty Ltd.

The location of cadastral boundaries shown has been extracted from Landgate's database on OCT 2010 and are subject to survey.

Boundary dimensions have been sourced from the Plan/Diagram for this lot and are subject to survey.

Prior to the commencement of any work, relevant authorities should be contacted for the location of underground services.

Levels are based on AHD and derived from SSM MBC 6, 7, 13, 42, 43, & 50

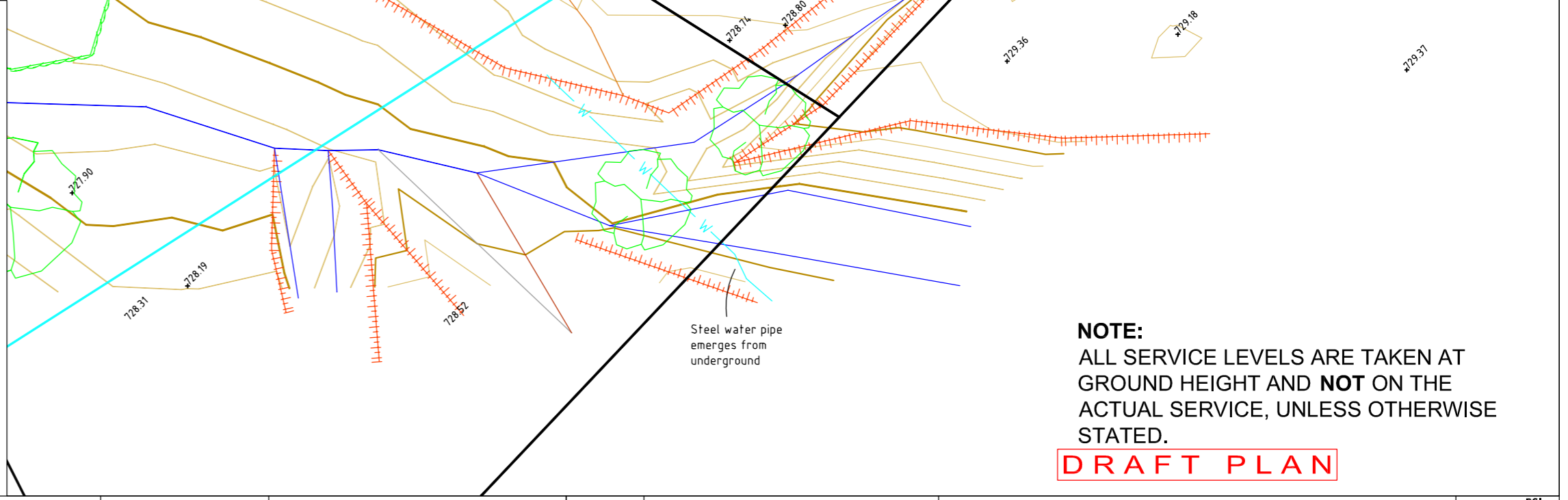
Due to overwriting some levels may be switched off for this plot only.

This note is an integral part of this plan.

LEGEND

<ul style="list-style-type: none"> --- ELECTRIC CABLE U/G --- CONCRETE FOOTPATH --- KERB TOP --- KERB BOTTOM --- FENCE --- CONCRETE EDGE --- BITUMEN EDGE --- DRIVEWAY EDGE --- EDGE OF EAVE --- TRACK --- BANK TOP --- BANK BOTTOM --- WATER PIPE --- DRAIN --- BOUNDARY LINE --- MAJOR CONTOUR --- MINOR CONTOUR (Contour Interval 0.2m) 	<ul style="list-style-type: none"> ⊕ ELECTRIC LIGHT POLE ⊕ ELECTRIC DOME ⊕ ELECTRIC CABLE BOX ⊕ TELECOM PIT OR BOX ⊕ WATER VALVE ⊕ RETIC VALVE ⊕ WATER METER ⊕ WATER TAP ⊕ SEWER INSPECTION SHAFT ⊕ GULLY ⊕ DRAINAGE MANHOLES ⊕ SEWERAGE MANHOLES ⊕ UNDEFINED MANHOLES ⊕ SIGN (MULTIPLE POLES) ⊕ SIGN ONE POLE ⊕ NATURAL SURFACE LEVEL ⊕ INVERT LEVEL ⊕ POST/BOLLARD ⊕ TREE ⊕ EUCALYPT 	<p>'DIAL BEFORE YOU DIG' (DBYD)</p> <ul style="list-style-type: none"> --- DBYD POWER --- TAKEN FROM RTIO DRAWING: E-001-27322 --- E-001-27323 --- E-001-27326 (STILL AWAITING PLANS E-001-27327/8) --- DBYD SEWER --- TAKEN FROM RTIO DRAWING: R-003-1222 --- R-003-1223 --- R-003-1226-8 --- DBYD WATER --- TAKEN FROM RTIO DRAWING: R-001-18222 --- R-001-18223 --- R-001-18226-8 <p>NOTE: UNDERGROUND SERVICE INFORMATION SOURCED FROM 'DIAL BEFORE YOU DIG' AND IS VALID FOR 14 DAYS FROM APPLICATION DATE. THIS INFORMATION IS FOR INDICATIVE PURPOSES ONLY. LIFTING OF COVERS AND EXCAVATION MUST BE DONE FOR ACCURATE IDENTIFICATION AND LOCATION OF SERVICES.</p>
---	--	--

5 0 5 10
1:250 metres



REV	DATE	DESCRIPTION
3	14/11/2012	Markup and Dimensions added, Sheet 2 added
2	29/10/2012	Building Envelope Added
1		

SCALE: 1:250 (A2)	DATE DRAWN: 29/10/2012
V DATUM: AHD	DRAWN BY: MLT CHECKED BY: SJ
H DATUM: TP94	Data file sourced from Item 35 Baseball
SURVEY DATE: 25/10/10	DBYD sourced from Item 19 Golf course
SURVEYOR: VARIOUS	DATA FILE: 120227_Baseball_Ground_&_Drains.dwg
JOB No: 12619 Item19A	CAD FILE: 120613_Poinsettia_St_Rev3.dwg
PATH: S:\Projects\1212619\survey\item-19A Res40222\detail	

whelans

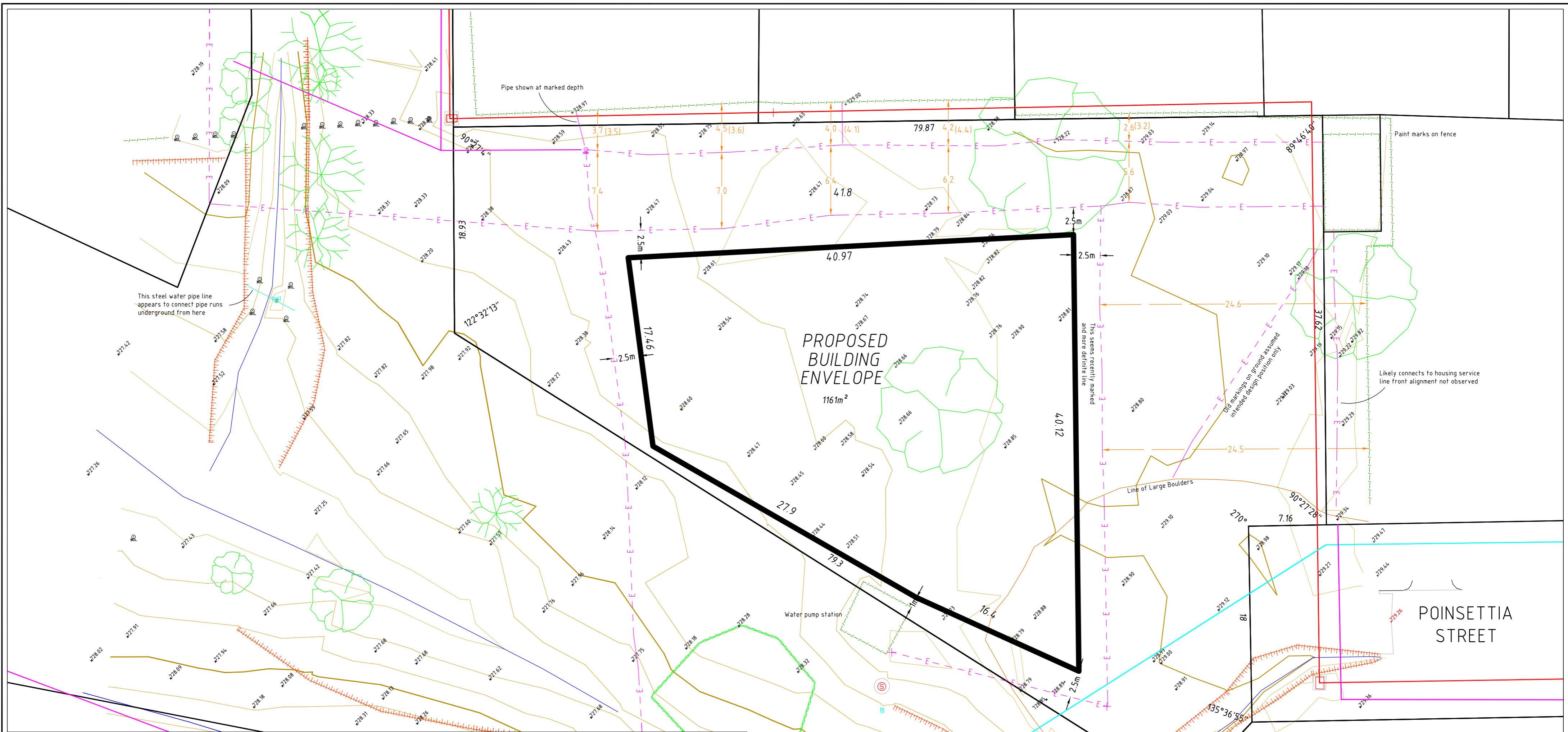
133 Scarborough Beach Road, Mount Hawthorn WA 6016
PO Box 99, MOUNT HAWTHORN WA 6915
T: 08 9443 1511 F: 08 9444 3901
E: whelans@whelans.com.au W: www.whelans.com.au

FEATURE SURVEY
LOT 292 ON P 15207
POINSETTIA STREET
TOM PRICE

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CLIENT: SHIRE OF ASHBURTON

REV 3
PLAN 12619-086
SHEET 1 OF 2



LEGEND

- | | | | |
|--|---|---|---|
| <p>NOTES</p> <p>This plan has been prepared for the client and should not be used for any other purpose unless authorised by Whelans (WA) Pty Ltd.</p> <p>The location of cadastral boundaries shown has been extracted from Landgate's database on OCT 2010 and are subject to survey.</p> <p>Boundary dimensions have been sourced from the Plan/Diagram for this lot and are subject to survey.</p> <p>Prior to the commencement of any work, relevant authorities should be contacted for the location of underground services.</p> <p>Levels are based on AHD and derived from SSM MBC 6, 7, 13, 42, 43, & 50</p> <p>Due to overwriting some levels may be switched off for this plot only.</p> <p>This note is an integral part of this plan.</p> | <p>BUILDING ENVELOPE BOUNDARY LINE</p> <p>ELECTRIC CABLE U/G</p> <p>CONCRETE FOOTPATH</p> <p>KERB TOP</p> <p>KERB BOTTOM</p> <p>FENCE</p> <p>CONCRETE EDGE</p> <p>BITUMEN EDGE</p> <p>DRIVEWAY EDGE</p> <p>EDGE OF EAVE</p> <p>TRACK</p> <p>BANK TOP</p> <p>BANK BOTTOM</p> <p>WATER PIPE</p> <p>DRAIN</p> <p>BOUNDARY LINE</p> <p>MAJOR CONTOUR</p> <p>MINOR CONTOUR
(Contour Interval 0.2m)</p> | <p>ELECTRIC LIGHT POLE</p> <p>ELECTRIC DOME</p> <p>ELECTRIC CABLE BOX</p> <p>TELECOM PIT OR BOX</p> <p>WATER VALVE</p> <p>RETIC VALVE</p> <p>WATER METER</p> <p>WATER TAP</p> <p>SEWER INSPECTION SHAFT</p> <p>GULLY</p> <p>DRAINAGE MANHOLES</p> <p>SEWERAGE MANHOLES</p> <p>UNDEFINED MANHOLES</p> <p>SIGN (MULTIPLE POLES)</p> <p>SIGN ONE POLE</p> <p>NATURAL SURFACE LEVEL</p> <p>INVERT LEVEL</p> <p>POST/BOLLARD</p> <p>TREE</p> <p>EUCALYPT</p> | <p>'DIAL BEFORE YOU DIG' (DBYD)</p> <p>DBYD POWER</p> <p>TAKEN FROM RTIO DRAWING:
E-001-27322
E-001-27323
E-001-27326
(STILL AWAITING PLANS E-001-27327/8)</p> <p>DBYD SEWER</p> <p>TAKEN FROM RTIO DRAWING:
R-003-1222
R-003-1223
R-003-1226-8</p> <p>DBYD WATER</p> <p>TAKEN FROM RTIO DRAWING:
R-001-18222
R-001-18223
R-001-18226-8</p> |
|--|---|---|---|

NOTE:
UNDERGROUND SERVICE INFORMATION SOURCED FROM 'DIAL BEFORE YOU DIG' AND IS VALID FOR 14 DAYS FROM APPLICATION DATE. THIS INFORMATION IS FOR INDICATIVE PURPOSES ONLY. LIFTING OF COVERS AND EXCAVATION MUST BE DONE FOR ACCURATE IDENTIFICATION AND LOCATION OF SERVICES.

NOTE:
ALL SERVICE LEVELS ARE TAKEN AT GROUND HEIGHT AND **NOT** ON THE ACTUAL SERVICE, UNLESS OTHERWISE STATED.

DRAFT PLAN

REV	DATE	DESCRIPTION
3	14/11/2012	Markup and Dimensions added, Sheet 2 added
2	29/10/2012	Building Envelope Added
1		

SCALE: 1:250 (A2)	DATE DRAWN: 29/10/2012
V DATUM: AHD	DRAWN BY: MLT CHECKED BY: SJ
H DATUM: TP94	Data file sourced from Item 35 Baseball
SURVEY DATE: 25/10/10	DBYD sourced from Item 19 Golf course
SURVEYOR: VARIOUS	DATA FILE: 120227_Baseball_Ground_&_Drains.dwg
JOB No: 12619 Item19A	CAD FILE: 120613_Poinsettia_St_Rev3.dwg
PATH: S:\Projects\1212619\survey\item-19A Res40222\detail	



whelans

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PO Box 99, MOUNT HAWTHORN WA 6915
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E: whelans@whelans.com.au W: www.whelans.com.au

PROPOSED BUILDING ENVELOPE
LOT 292 ON P 15207
POINSETTIA STREET
TOM PRICE

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CLIENT: SHIRE OF ASHBURTON

REV 3
PLAN 12619-086
SHEET 2 OF 2

FORMAL INSTRUMENT OF AGREEMENT (DRAFT)

(This form is to be completed by the successful Tenderer only)

THIS CONTRACT is made on the _____ day of _____ 20____ between the SHIRE OF ASHBURTON, having its office in the State of Western Australia at Poinciana Street, Tom Price WA 6751, (the "Principal") and

having its offices at _____ :-

_____ (the "Contractor").

RECITALS

The Principal, in its capacity as the local government under section 2.5 and its subsections of the Local Government Act 1995, desires the performance of the Works and the Contractor has agreed to perform the same upon the terms and conditions set out in this Contract.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and in the Scope of The Works and Specification hereinafter referred to, except that the term:

"General Conditions of Contract" means Australian Standard General Conditions of Contract (AS 4902-2000);

"Selected subcontractor" means a selected Subcontractor contracted to the Contractor to provide goods or services to the Contractor for the latter to perform the Contract;

"The Works" shall mean the words described in the Scope of Works and Specification and Schedule 1 attached to this Formal Instrument of agreement.

1.2 Construction

1.2.1 References to statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them.

1.2.2 Where a reference is made to any person body or authority that reference will, if the person, body or authority has ceased to exist, be deemed to be a reference to the person, body or authority which serves substantially the same objects as that person, body or authority.

1.2.3 Where the day or last day for doing anything on which an entitlement is due to arise is a Saturday, Sunday, Public or Bank Holiday in Western Australia, the day or last day for

doing the thing or date on which the entitlement arises will, for the purposes of this Contract, be the immediately following day, that is not a Saturday, Sunday or Public or Bank Holiday.

1.3 Severability

All provisions of this Contract must, so far as possible, be construed so as not to be invalid, illegal or unenforceable in any respect. If any provision on its true interpretation is illegal, invalid or unenforceable that provision will so far as possible be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.

If the provision or part of it cannot be read down the provision or part will be deemed to be void and severable and the remaining provisions of this Contract will not in any way be affected or impaired.

1.4 Consent of Principal

Where the Principal's consent or approval is required the consent or approval must not be unreasonably withheld.

CONSTITUTION OF THIS CONTRACT

The following documents attached hereto (including any alterations made and initialled by both parties) shall constitute this Contract, namely:

- (a) The following correspondence to the extent it varies any aspect of this Contract (list the correspondence);
- (b) This document;
- (c) Schedule 1 – Price Schedule and Program;
- (d) General Conditions of Contract ;
- (e) Annexures Part A and Part B of the General Conditions of Contract;
- (f) Principal's Project Requirements; and
- (g) Contractor's Tender submission of (insert date).

In construing this Contract and in the event of any inconsistency in these documents, the order of precedence shall be from (a) to (g) as set out in this clause.

3 CONSIDERATION

In consideration of the satisfactory, timely and complete performance of the Works by the Contractor in accordance with the Contract, the Principal shall pay to the Contractor an amount calculated on the basis of the lump sum price as agreed to in the acceptance of tender letter pursuant to the provisions of the Contract.

4 CONTRACTOR'S WARRANTY

The Contractor warrants that it has significant knowledge and experience in the Works and that it has and will continue to have an adequate, skilled, competent and fully trained organisation capable in all aspects of performing the Works.

5 EXECUTION

EXECUTED on the date set out at the commencement of this Contract.

Signed under the authority of a resolution of the councillors of the Shire of Ashburton:

JeJeffrey Breen
Chief Executive Officer

EXECUTED by	
OF .....A.C.N.	
_____	_____
(Signature of Director)	(Signature of Secretary/other Director) <i>if applicable</i>
_____	_____
(Full name of signatory)	(Full name of signatory)

If a common seal is to be used, it should be affixed in the top right hand corner of the box.

**ANNEXURE to the Australian Standard
General Conditions of Contract for
Design and Construct**

Part A

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

Item

1 *Principal*
(clause 1)

Shire of Ashburton

ACN ABN 45 503 070 070

2 *Principal's address*

Poinciana Street

TOM PRICE WA

Phone 08 9188 4444 Fax

3 *Contractor*
(clause 1)

ACN ABN

4 *Contractor's address*

Phone Fax

5 *Superintendent*
(clause 1)

Jeffrey Breen - CEO

Shire of Ashburton

ACN ABN

6 *Superintendent's address*

Shire of Ashburton

PO BOX 567, TOM PRICE WA 6751

Phone 08 9188 4444 Fax

License permits: 6 copies, usage term of 3 months

<p>† 7 (a) <i>Date for practical completion</i> (clause 1)</p> <p>OR</p> <p>(b) <i>Period of time for practical completion</i> (clause 1)</p>	
<p>8 Governing law (clause 1(h))</p>	<p>Western Australia If nothing stated, that of the jurisdiction where the <i>site</i> is located</p>
<p>9 (a) Currency (clause 1(g))</p> <p>(b) Place for payments (clause 1(g))</p> <p>(c) Place of business of bank (clause 1(d))</p>	<p>\$AUD If nothing stated, that of the jurisdiction where the <i>site</i> is located</p> <p>TOM PRICE, WA If nothing stated, the <i>Principal's</i> address</p> <p>TOM PRICE, WA If nothing stated, the place nearest to where the <i>site</i> is located</p>
<p>10 The <i>Principal's</i> project requirements are described in the following documents (clause 1)</p>	<p>1 <i>Preliminary design</i> (if included in <i>Item 11</i>)</p> <p>2 Tender Document</p> <p>3</p> <p>4</p> <p>5</p>
<p>11 Preliminary design (clause 1)</p>	<p>(a) <i>A preliminary design</i></p> <p style="padding-left: 20px;">* is included</p> <p style="padding-left: 20px;">* is not included</p> <p style="padding-left: 20px;">in the <i>Principal's</i> project requirements.</p> <p style="padding-left: 20px;">If neither deleted, a <i>preliminary design</i> is not included</p> <p>(b) The <i>preliminary design</i> documents are</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>
<p>12 Quantities in schedule of rates, limits of accuracy (subclause 2.5)</p>	<p>Upper Limit N/A</p> <p>Lower Limit N/A</p>

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

* Delete one

13 *Provisional sum, percentage for profit and attendance (clause 3)* 10 %

† 14 *Contractor's security*

(a) Form (clause 5)

Retention

(b) Amount or maximum percentage of *contract sum* (clause 5)

.....
If nothing stated, 5% of the *contract sum*

(c) If retention moneys, percentage of each *progress certificate* (clause 5 and subclause 37.2)

.....%, until the limit in *Item 14(b)*
If nothing stated, 10%, until the limit in *Item 14(b)*

(d) Time for provision (except for retention moneys) (clause 5)

within days after *date of acceptance of tender*
If nothing stated, 28 days

(e) Additional *security* for unfixed plant and materials (subclauses 5.4 and 37.3)

Bank Guarantees to value of WUC

..... \$

(f) *Contractor's security* upon *certificate of practical completion* is reduced by (subclause 5.4)

..... 50 % of amount held
If nothing stated, 50% of amount held

† 15 *Principal's security*

(a) Form (clause 5)

N/A

(b) Amount or maximum percentage of *contract sum* (clause 5)

.....
If nothing stated, nil

(c) Time for provision (clause 5)

within days after *date of acceptance of tender*
If nothing stated, 28 days

(d) *Principal's security* upon *certificate of practical completion* is reduced by (subclause 5.4)

..... % of amount held
If nothing stated, 50% of amount held

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

16 *Principal-supplied documents*
(subclause 8.2)

Document	No. of copies
1 <i>Principal's project requirements</i>	1
2 .....	.....
3 .....	.....
4 .....	.....
5 .....	.....
	If nothing stated, 5 copies

17 Documents, numbers of copies, and the times or stages at which they are to be supplied by the *Contractor*
(subclause 8.3)

Document	No. of copies	Time/stage
1 Preliminary Design Plan (PDP)	2 paper/1 elect	At time of Tender
2 Work Schedule	2 paper/1 elect	At time of Tender
3 Design Drawings	2 paper/1 elect	14 days from Approval of PDP
4 As Constructed Drawings	2 paper/1 elect	30 days from Practical Completi
5 .....	.....	.....

18 Time for *Superintendent's direction* about documents
(subclause 8.3)

..... Fourteen (14) days
If nothing stated, 14 days

19 Subcontracting
(subclause 9.2)

<i>Work by consultants</i>	<i>Work by others</i>
ANY AND ALL WORKS
.....
.....
.....
.....

Licence permits: 6 copies, usage term of 3 months

(d) Value of materials or things to be supplied by the *Principal* NIL
 \$

(e) Additional amount or percentage
 \$

OR

.....% of the total of (a) to (d) in clause 16A

24 Professional indemnity insurance (clause 16B and subclause 9.2(d))

(a) Levels of cover of *Contractor's* professional indemnity insurance shall be not less than Five Million Dollars
 \$ 5,000,000
 If nothing stated, \$5 000 000

(b) Period for which *Contractor's* professional indemnity insurance shall be maintained after issue of the *final certificate*
 If nothing stated, 6 years

(c) Categories of <i>consultants</i> and levels of cover of <i>consultants'</i> professional indemnity insurance	Category	Levels of cover
.....	\$
.....	\$
.....	\$
.....	\$
		If nothing stated, \$1 000 000

(d) Period for which each *consultant's* professional indemnity insurance shall be maintained after issue of the *final certificate*
 If nothing stated, 6 years

25 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 not less than Ten Million Dollars
 \$ 10,000,000
 If nothing stated, \$10 000 000

Licence permits: 5 copies, usage term of 3 months

- 26 (a) Time for giving access (subclause 24.1) within⁷..... days of *date of acceptance of tender*
if nothing stated, 14 days
- (b) Time for giving possession (subclause 24.1) within days of *date of acceptance of tender*
if nothing stated, 14 days

27	The information, materials, documents or instructions and the times by, or periods within which they are to be given to the <i>Contractor</i> (clause 32)	Documents or instructions	Times/Periods
		1 .....	.....
		2 .....	.....
		3 .....	.....
		4 .....	.....
		5 .....	.....

28 *Qualifying causes of delay, causes of delay for which EOTs will not be granted* (paragraph (b)(iii) of clause 1 and subclause 34.3)

.....

.....

.....

.....

† 29 Liquidated damages, rate (subclause 34.7)

\$2000 + GST per week or part thereof

..... per day \$ per day

† 30 Bonus for early *practical completion* (subclause 34.8)

(a) Rate

N/A

..... per day \$ per day

(b) Limit

.....

..... \$

OR

..... % of *contract sum*

If nothing stated, there is no waiver

† 31 Other *compensable causes* (paragraph (b) of clause 1 and subclause 34.9)

No other events

.....

.....

.....

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

(b) Rules for arbitration

.....

.....

.....

.....

If nothing stated:

(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 *Item* 37(c)

(c) Appointing Authority under UNCITRAL Arbitration Rules

.....

If no-one stated, the President of the Institute of Arbitrators & Mediators Australia

A1

Licence permits: 6 copies, usage term of 3 months.

Annexure to the Australian Standard
General Conditions of Contract for
Design and Construct

Part B

- This form may also be used where the *Principal* is required to provide an unconditional undertaking, by substituting *Principal* for *Contractor* and vice versa, wherever occurring.

Approved form of unconditional undertaking

(clause 1 – security)

At the request of
 ACN ABN (the *Contractor*) and in consideration of
 Shire of Ashburton

ACN ABN 45 503 070 070 (the *Principal*) accepting this undertaking
 in respect of the *Contract* for RFT 11/12 Shire Staff Housing Project
 Lot 292 Poinsettia Street, Tom Price WA (the *Project*)

ACN ABN (the *Financial Institution*) unconditionally
 undertakes to pay on demand any sum or sums which may from time to time be demanded by the *Principal* to a
 maximum aggregate sum of
 (\$)

The undertaking is to continue until notification has been received from the *Principal* that the sum is no longer
 required by the *Principal* or until this undertaking is returned to the *Financial Institution* or until payment to the
Principal by the *Financial Institution* of the whole of the sum or such part as the *Principal* may require.

Should the *Financial Institution* be notified in writing, purporting to be signed by Jeffrey Breen (CEO of Shire
 of Ashburton) for and on behalf of the *Principal* that the *Principal* desires
 payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the *Financial
 Institution* will make the payment or payments to the *Principal* forthwith without reference to the *Contractor* and
 notwithstanding any notice given by the *Contractor* not to pay same.

Provided always that the *Financial Institution* may at any time without being required so to do pay to the
Principal the sum of
 (\$)

less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be
 required and specified by the *Principal* and thereupon the liability of the *Financial Institution* hereunder shall
 immediately cease.

Dated at this day of 20.....

License permits: 6 copies, usage term of 3 months.

The following clauses have been added, deleted or amended to the General Conditions of Contract:

1. Interpretation and construction of Contract
“compensable cause”

Delete sub-clause b).

1. Interpretation and construction of Contract
“contract sum”

At the end of sub-paragraphs (a) and (b) add the words: “Plus GST.”

2.5 Adjustment for actual quantities

Delete

5.3 Change of security

Delete

5.5 Trusts and interest

Delete

6. Evidence of Contract

“Until a Formal Instrument of Agreement is executed by the parties, documents evidencing the parties” consensus shall constitute the Contract. If such Contract requires a Formal Instrument of Agreement, the Principal shall, within **14** days of the date of acceptance of the Tender, send **three (3) copies** for execution by the Contractor. Within **7** days after receiving them, the Contractor shall (if they are correct) properly execute **all** copies and return them.

Within 14 days after receiving them, the Principal shall execute **all** copies, have them stamped as necessary and send one copy to the Contractor.”

9.1 Assignment

Delete and substitute the following:

“9.1 Assignment

The *Contractor* shall not, without the prior written consent of the *Principal*, assign, transfer, mortgage or otherwise encumber its interest or obligations under this *Contract*. The *Principal* may assign his interest under this *Contract* provided that the assignee is a person capable of fulfilling the *Principal's* obligations under this *Contract*.”

ADD THE FOLLOWING TO CLAUSE 12:

“12.1 Safety and Security

12.1.1 Notification

The Contractor shall immediately notify the Superintendent’s Representative and the Principal's safety officer of any death, personal injury or serious incident, which occurs during the performance of the Works and within twenty-four (24) hours of occurrence shall document and report such event, in accordance with the Principal’s “Injury Report and Investigation” form (available from the Superintendent’s Representative).

The Contractor shall immediately notify the Superintendent’s Representative of any loss or damage or destruction to any property at the Site.

12.1.2 National Standard for Construction

This was enacted on 8 January 2008. It is directed at Designers, Clients, and Contractors/Principal relationships. The new National Standard makes it a legislative requirement to have a Safety Management Plan (SMP) in place if 5 or more staff works on a construction site.

12.1.3 Compliance

The Contractor shall make itself fully familiar with and shall ensure that its servants, agents and Sub Contractors and employees of Sub Contractors are familiar with and comply with the safety regulations, notified by the Principal to the Contractor from time to time and at all times during the performance of the Work and shall comply with and observe the directions and instructions issued by the Principal in relation thereto. The Contractor shall at its own expense modify its methods as necessary, to work safely as directed or instructed by the Principal.

12.1.4 Safety Clothing and Apparatus

The Contractor shall provide all employees and other personnel in or around the Site, with all necessary safety clothing and apparatus required to be worn or used by the relevant legislation or the State safety regulations or the Occupational Safety & Health Act 1984 or the Principal’s “Occupational Safety and Health Manual” and shall ensure that such safety clothing and apparatus is so worn or used.

12.1.5 Sun (Ultra Violet) Protection

All persons engaged on outside Work shall wear and comply with the following and shall have attended an educational awareness program on the hazards of UV rays from the sun and the protective measures.

12.1.5.1 Clothing

A broad brimmed or a legionnaires hat. Long trousers or long shorts or overalls. Long sleeve shirt. All clothing shall be +50 UPF.

12.1.5.2 Sunscreen

Apply sunscreen cream of an SPF 30+ broad-spectrum type to exposed skin according to manufacturer's directions and at least two-hourly.

12.1.5.3 Long Trousers

For the following work procedures long trousers shall be worn:

- (a) Mechanics, fitters and welders;
- (b) Operators of brush cutters, concrete/bitumen, saws and chainsaws;
- (c) Handling bitumen;
- (d) Handling chemicals;
- (e) Other tasks where, for safety reasons or when directed by the Superintendent.

12.1.6 Vehicles

All plant, machinery and equipment used in connection with the performance of the Works shall be maintained in a fully serviced, roadworthy and safe condition in accordance with the relevant legislation, all other relevant statutory regulations and the Principal's, Worksafe WA and Road transport requirements. The Contractor shall remove immediately from the Site and repair, replace or improve at its own expense any vehicle or piece of plant, machinery or equipment which in the opinion of the Superintendent's Representative, does not meet statutory or the Principal's requirements, or is unroadworthy or otherwise incapable of satisfactorily performing the Works.

When on Principal controlled Sites:

- (a) Contractor and Sub Contractor vehicles and driven earthmoving plant shall be fitted with a reversing alarm;
- (b) Contractor and Sub Contractor employees and drivers shall ensure that the planned path is clear and it is safe to reverse before moving off;
- (c) Contractor, and Sub Contractor employee vehicles shall be limited to those needed for the Work;
- (d) Contractors, Sub Contractors and their employees shall park private vehicles in appropriate car parks or designated areas as directed by the Superintendent;
- (e) Speed limits on the Principal's Sites shall be observed; and
- (f) No vehicles shall be permitted in areas identified by the Superintendent as "out of bounds".

12.1.7 Licensing

All plant, machinery and equipment used by the Contractor or Sub Contractors in the performance of this Contract must have appropriate Western Australian licences and be operated by licensed operators.

12.1.8 Competence

The Contractor shall ensure that all of its employees and Sub Contractors are trained and competent

to safely and efficiently undertake the tasks required of them in the performance of the Works and

where applicable, hold the necessary licences, permits, endorsements or other certificates required by law, regulation or sound business practice to operate any vehicles, plant, machinery or equipment used in or around the Site in the course of the Works and that any instruction given by the Contractor or the Superintendent's Representative concerning such operation is clearly and promptly conveyed to and carried out by the Contractor's employees and Sub Contractors.

12.1.9 Induction

Prior to commencing the Works, the Contractor shall ensure that all its employees, agents and Sub Contractors and the servants and agents of such Sub Contractors, complete the necessary safety induction, as determined by the Superintendent's Representative, before any part of the Works is undertaken by the relevant person. Such attendance at the safety induction shall not be chargeable to the Principal. It is the Contractor's responsibility to contact the Principal's Safety & Health Officer, telephone (08) 9188 4444 and organise for the necessary safety induction before commencement of the Works."

29.4 Acceptance of defective work

Last line, line 23, delete "there shall be a deemed *variation*" and substitute:

"The *Superintendent* shall determine the cost or likely cost of rectifying the subject *work* which sum shall be deducted from the *contract sum*."

ADD THE FOLLOWING CLAUSE:

"29.6 Quality of Materials and Work

Materials and workmanship shall in all respects comply with the Contract and the relevant Australian Standards (AS), Government Codes and Regulations. The latest edition of the above as of one (1) month before the Tender Closing Date shall apply in each case unless otherwise specified."

32. Programming

Page 26, line 7 – delete ", without reasonable cause" and add after the word "program" in line 8 the following words:

"The *Contractor* may on reasonable grounds request the *Superintendent* to vary the program. The *Superintendent* shall not unreasonably withhold agreement to a variation to the program."

33.2 Contractor's suspension

Delete and substitute the following:

"33.2 Principal's Suspension

The *Principal* may at any time direct the *Contractor* to partly or wholly suspend the *WUC*. Any additional costs incurred as a result of such suspension shall be added to the *contract sum*. If

practical completion is delayed by such suspension, the *Contractor* shall also be entitled to *EOT*.”

33.4 Cost

Second line delete “and subclause 33.2.”

34.2 Notice of delay

After the word “promptly” add: “but in any event, within 7 days”.

34.3 Claim

Line 23, b) delete “28” and replace with “21”.

34.5 Extension of time

Second sentence, delete and substitute the following:

“Failure by the *Superintendent* shall not be deemed or taken as evidence of acceptance or approval of an *EOT* as claimed.”

37.2 Certificates

Delete the number “7” where occurring in this subclause and replace it with the number “14”.

Where the number “14” occurs in this subclause, replace it with the number “21”. Replace the number “21” in this subclause with the number “35”.

The *Contractor* shall issue a tax invoice within two working days of receiving the *progress certificate* from the *Superintendent*. Notwithstanding anything contained in this sub-clause 37.2, any delay by the *Contractor* in issuing the tax invoice to the *Principal* shall defer the liability of the *Principal* under this sub-clause 37.2 to pay the *Contractor* by a corresponding period of time.

37.4 Final payment claim and certificate

Page 32, (b), lines 15 and 16, delete “apparent at the end of the last defects liability period, or which would not have been disclosed upon reasonable inspection” and substitute with:

“known by the *Principal*”.

ADD A NEW CLAUSE 37.4 (e) AS FOLLOWS:

“(e) any item the inclusion of which in the *final certificate* is disputed by the *Principal* and notified to the *Contractor*.”

39.7 Principal’s default

Delete lines 11 to 19 and substitute the following:

“A substantial breach shall be:

(a) failure to rectify inadequate *Contractor's* access to or possession of the site if that failure continues for longer than the time stated in Item 36(a) and such lack of access or possession prevents the *Contractor* undertaking *WUC* on the critical path as shown on the *program*;

(b) failure to make payment of any undisputed amount pursuant to the *Contract* for a period in excess of 28 days.”

39.11 Insolvency

(d), (vii), add the words

“and such possession impacts on the party’s ability to perform its obligations under the *Contract*.”

41.2 Liability for failure to communicate

Delete and substitute the following:

“Any failure by the *Contractor* to strictly comply with the notice requirements for the making of claims will be a bar to and deemed to be a waiver of the *Contractor's* entitlement to make such claim whether that be for an increase in the *contract sum* or an *EOT*. It shall be a condition precedent to any entitlement on the part of the *Contractor* to any increase in the *contract sum* or to an *EOT* that it has fully and strictly complied with all obligations relating to the giving of notice under this *Contract* but subject to the discretion of the Superintendent under subclause 34.5 to direct an *EOT* notwithstanding that the *Contractor* is not entitled to or has not claimed an *EOT*.”

THE FOLLOWING CLAUSES HAVE BEEN ADDED:

“44 CODE OF PRACTICE

The *Contractor* shall comply with the Code of Practice for the Western Australian Building and Construction Industry and any failure to do so shall constitute a default for the purposes for Clause 39.2. (Note that this Code of Practice incorporates AS 4120-1994.) For a breach of the Code of Practice referred to in the preceding paragraph, the *Principal* shall be entitled to recover from the *Contractor*:

(a) Any sum by which the Tender price was increased in contravention of AS 4120-1994 as if such sum were a debt due from the *Contractor* to the *Principal* under or by virtue of a provision of the *Contract*.

45 CONTRACTORS SAFETY AGREEMENT

ithin seven (7) days following notification by the *Principal* of award of *Contract*, the *Contractor* shall obtain a copy of the *Principal's* “Occupational Safety & Health Manual” from the *Principal's* Safety & Health Officer.

Within the same seven (7) day period the *Contractor* shall also arrange for itself and for any of its Sub *Contractors* to attend a safety induction, to be conducted by the *Principal*, before commencement of the *Works*.

The *Contractor* shall comply with and shall provide all persons employed by the *Contractor* with

a copy of the "Occupational Safety & Health Manual" and will comply with the Principal's operating rules.

In relation to the Works, the Contractor shall provide on a monthly basis to the Superintendent's Representative a safety and health performance report detailing as a minimum:

- The number of lost time injuries;
- The number of working days lost due to injury;
- The status of injured personnel;
- The status of property damage;
- The nature of any corrective actions; and
- All other safety information relevant to the Work.

46 INDUSTRIAL RELATIONS

46.1 Responsibility

The Contractor shall be responsible for industrial relations with its own employees – there is no relationship between the Principal and any employees, contractors or agents of the Contractor whether as an employer and employee or Principal and Agent, arising out of acceptance by the Principal of the Tender of the Contractor,

46.2 Conduct

(a) The Contractor shall keep the Principal fully informed of any disputes with its employees, any trade unions, or any demands for wages or conditions in excess of or outside the scope of current agreements and awards if such disputes could affect the performance of the Contract.

(b) The Contractor shall attend meetings at the Site called by the Principal for the purpose of discussing industrial matters.

(c) The Contractor shall provide the Principal with not less than twenty-four (24) hours notice of any meeting in relation to union or industrial matters which the Contractor or its employees proposes or propose to attend. The Contractor shall exercise reasonable endeavours to facilitate the attendance of a representative of the Principal at all such meetings.

46.3 Disputes

(a) The Contractor shall immediately inform the Principal of demarcation problems or disputes that may arise between the Contractor's employees and the employees of any other employer represented on the Site.

(b) If industrial relations difficulties develop that are the result of the existence of any subcontract or relate to a Sub-Contractor and are considered by the Superintendent's Representative to be detrimental to either the progress of the Works as a whole or the Contractor's operations, the Superintendent's Representative may issue a notice to the Contractor requiring settlement or rectification of the industrial relations difficulties within seven (7) days of the date of the Superintendent's Representative's notice. If the Contractor fails to settle or rectify or procure the settlement or rectification of the industrial relation difficulties within such a period, the Contractor shall at the request of the Superintendent's Representative immediately terminate the Sub-Contractor without any cost to the Principal and thereupon shall immediately make all arrangements necessary to enable the performance of its obligations under the Contract.

46.4 Alternative Arrangement

The Contractor shall make alternative arrangements for the performance of the Works should there be any industrial dispute involving the employees of the Contractor or those of its Selected subcontractors which may disrupt performance of the Works.

Subject to Clause 9, if the Contractor fails to make and fulfil the alternative arrangements described under the Sub Clause 46.4, then the Principal reserves the right to complete the pending Work during the period of disruption by engaging another contractor or with the Principal's own resources. The cost of such work without any allowance for profit shall be deducted from the Contractor's payment.

47. FORCE MAJEURE

47.1 Notice

If either party is unable at any time whether wholly or in part by reason of force majeure to carry out all or any of its obligations under the Contract, that party shall give to the other prompt written notice to that effect, giving full particulars of such force majeure as is claimed to exist and to have occurred and thereupon the obligations under the Contract of the party giving that notice shall, to the extent that they are affected by such force majeure, be suspended during but not longer than the continuance of the force majeure. The party so claiming force majeure shall immediately take all reasonable steps within its power to remove or overcome the effects of that force majeure.

47.2 Definition

For the purposes of Clause 47.1, the term "force majeure" means any cause beyond the control of the party affected which that party could not reasonably have foreseen and guarded against, including (without limitation) act of God, fires, riots, civil commotion or civil unrest, interference by civil or military authorities or act of war (declared or undeclared).

For the purpose of definition, force majeure does not include negligence of a party nor any other delays which are within the control of the party.

48. PROVISION OF INFORMATION

The Contractor shall provide information (and copies) in relation to workers' compensation, public liability, motor vehicle and personal sickness and accident insurance -refer Schedule 7 – Insurance Policy Declaration.

49. UTILITY PROVIDERS CODE OF PRACTICE

A "Code of Practice for Utility Providers in Western Australia" has been released by the Utility Providers Services Committee. All organisations undertaking or proposing to undertake works in road reserves where services are located are encouraged to use the new code of practice.

Areas covered in the code of practice include standard allocation of space in road reserves, standard procedures prior to commencing work and duty of care, minimum standard cover of underground plant, standard reinstatement of infrastructure, emergency procedure, traffic control and safety, directory of information.

Copies of the code of practice can be obtained from the Main Roads website www.mainroads.wa.gov.au by navigating to "About Us" then "Publications". Hard copies are available free of charge from the Main Roads Library, Don Aitken Centre, Waterloo Crescent, East Perth WA 6004.

50. GOODS AND SERVICE TAX

The recovery of any amount of the goods and services tax (GST) by the Contractor from the Principal is subject to the Contractor issuing to the Principal a tax invoice number enabling the Principal to submit a claim for any applicable input tax credits in respect of the provision of goods and services under the Contract. The Contractor shall separately identify the goods and services tax on each invoice.

51. RECORDS AND DOCUMENTATION

- (a) The Contractor will create and receive records in the format in the below list (h) **(Records Keeping List)** (RKL) and at the frequency specified to meet the Shire's legislative, business and accountability requirements.
- (b) In accordance with the State Records Act 2000, records detailed in the RKL are a government-owned asset. Ownership and proprietary interest of records created or collected by the contractor under this contract is vested in the Shire of Ashburton.
- (c) The Contractor will maintain a recordkeeping system that meets the minimum compliance requirements of State records commission Standard 1 "Government Recordkeeping" to the satisfaction of the Shire. The Contractor will transfer all records detailed in the RKL to the Shire at the completion of the contract for ongoing management in accordance with the Shire's Record Keeping Plan.
- (d) The Shire will be granted unlimited access to all records detailed in the RKL while in the custody of the Contractor. The Contractor will be granted unlimited access to all records transferred to the Shire under section (c) above for the term of the contract.
- (e) Access to the records detailed in the RKL by the Contractor after the completion of the contract will be in accordance with the Freedom of Information Act 1992.
- (f) Members of the public may be permitted access to the records detailed in RKL in accordance with the Freedom of Information Act 1992.
- (g) The Contractor must not dispose of any records detailed in RKL without authorisation in writing of the Shire of Ashburton.

(h) RECORDS KEEPING LIST

RECORD TYPE	TITLE/DESCRIPTION	DATE	FORMAT



TENDER NUMBER: RFT 11/12

**SHIRE STAFF HOUSING PROJECT
LOT 292 POINSETTIA ST, TOM PRICE WA**

FORMS TO BE SUBMITTED WITH THE TENDER

**THE TENDERER MUST PROVIDE SUFFICIENT DETAILS FOR
THE TENDER FORM AND SCHEDULES 1,2,3,4,5,6,7,8**

**TENDER FORM FOR SHIRE STAFF HOUSING PROJECT
LOT 292 POINSETTIA ST, TOM PRICE WA**

The Chief Executive Officer
SHIRE OF ASHBURTON
Poinciana Street
TOM PRICE WA 6751

Having examined the Tender Document for the Works, I/We offer to execute and complete the whole of the said Works in conformity with the said Tender Document for the lump sum of.....
.....
.....(\$.....) including G.S.T.

I/We acknowledge that this Tender constitutes an offer which shall remain open and may be accepted at any time before ninety (90) days from the date of closing of Tenders.

All documents and schedules duly completed and signed in accordance with the information provided in the Tender information document have been attached.

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

**Name of Company, Partnership,
Firm or Person Tendering**

ACN or ARBN

ABN

Address

Postcode

Email

Telephone No

Facsimile No

Tenderer's Authorised Signatory

Signature

Name

Date

SCHEDULE 1 – PRICE SCHEDULES AND PROGRAM
(Complete the following details and submit with the Tender)

AS PER SPECIFICATION

INDIVIDUAL DWELLING PRICE			
DWELLING NO.	CONFIGURATION	PRICE EXCL GST	PRICE INCL GST
1	3brm, 2bth		
2	3brm, 2bth		
3	3brm, 2bth		
4	3brm, 3bth		
Other/Common Area			
Total			

**SCHEDULE 1.1 PRICE PER COMPONENT
MAJOR CONSTRUCTION**

	ITEM	AMOUNT \$ (ex GST)
1.0	Design	
2.0	Survey (site/location)	
3.0	Services (Water, power, gas) connections/headworks	
4.0	Delivery to Site	
5.0	Construction	
5.01	Preliminaries	
5.02	Earthworks (or indicate 'P' if Principal to provide)	
5.03	Site Works and Fencing (or indicate 'P' if Principal to provide)	
5.04	Concrete Work	
5.05	Structural Steelwork	
5.06	Brickwork and Blockwork	
5.07	Carpentry	
5.08	Second Fix Carpenter	
5.09	Roof Carpenter	
5.10	Joinery and Cabinetwork	
5.11	Hardware	
5.12	Roofer and Roof Plumber	
5.13	Drainage and Plumbing	
5.14	Electrical Services	
5.15	Mechanical Services	
5.16	Air Conditioning	

5.17	Plasterwork and Suspended Ceilings	
5.18	Wall and Floor Tiling	
5.19	Resilient Finishes	
5.20	Glazier	
5.21	Paintwork	
5.22	Kitchen Appliances	
5.23	Clean Up	
5.24	Provisional Sums	
5.25	Other.....	
	Total	

SCHEDULE 1.2 EXTRA OVER COST OPTIONS MAJOR CONSTRUCTION		
	ITEM	AMOUNT \$ (ex GST)
1.0	Addition of colour (light red oxide) to external paving	
2.0	Alternative external cladding option.....	
3.0	Alternative external cladding option.....	
4.0	Alternative external cladding option.....	
5.0	Soft landscaping including reticulation (may be provided by Principal)	

NAME OF TENDERER: _____ SIGNATURE OF TENDERER: _____ DATE: _____

SCHEDULE 1.3 CONTRACT PROGRAM		
	ITEM	WEEKS
1.0	Acceptance of Tender	Week 0
2.0	Design Development and Approvals	
3.0	Building Licence Approvals	
4.0	Lead in / Off-Site Construction	
5.0	Commence Delivery to Site	
6.1	Completion – Handover	
	Total Duration	End of Week

NAME OF TENDERER: _____ SIGNATURE OF TENDERER: _____ DATE: _____

**SCHEDULE 2 – OCCUPATIONAL HEALTH AND SAFETY (OHS)
MANAGEMENT SYSTEM QUESTIONNAIRE
(Complete the following details and submit with the Tender)**

This questionnaire forms part of the Principal’s Tender evaluation process and is to be completed and submitted by the Tenderer. The objective of the questionnaire is to provide an overview of the status of the Tenderer’s safety management system. Tenderers may be required to verify their responses in the questionnaire if required by the Principal.” “Deemed employees” where referred to in the questionnaire, mean “employees of any of the Tenderer’s Sub Contractors”.

“Questions 1.2, 1.3, 1.4, 2.1, 2.8, 2.9 and 2.10 must also be answered by the Tenderer on behalf of any of the Tenderer’s Sub Contractors”

1. OHS Policy and Management	YES	NO
1.1 Is there a written company health and safety policy? 1.2 If yes, provide a copy of the policy Comments <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Does the Tenderer have an OHS Management System? If yes, provide details <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Is the OHS Management System audited or reviewed on a regular basis? If yes, provide details of last audit and outcomes <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Is there a company OHS organisation chart? If yes, provide a copy Comments <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Are health and safety responsibilities clearly identified for all employees? If yes, provide details <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE 2 (Cont.)

1.6 Are line managers held accountable for health and safety performances?

If yes, provide details

2. Safe Work Practices and Procedures

YES NO

2.1 Has the Tenderer prepared safe operating procedures or specific safety instructions relevant to its operations?

If yes, provide a summary listing of procedures or instructions

2.2 Are safe operating procedures or specific safety instructions issued to employees?

If yes, please explain how this is done

2.3 Does the company have any permit to work systems?

If yes, provide a summary listing or sample permits

2.4 Is there a documented incident investigation procedure?

If yes, provide a copy of a standard incident report form and comments

2.5 Which of the Tenderer's personnel are responsible for investigating incidents?

2.6 Do incident reports contain prevention recommendations?

SCHEDULE 2 (Cont.)

2.7 Who is responsible for implementing remedial measures recommended?

2.8 Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the Tenderer?

If yes, provide details

2.9 Are there procedures for storing and handling hazardous substances?

If yes, provide details

2.10 Are there procedures for assessing and controlling risks associated with manual handling?

If yes, provide details

3. OHS Policy and Management

YES NO

3.1 Describe how safety and health training is conducted

3.2 Provide a summary or examples of safety and health training courses provided for, or undertaken by employees during the past 12 months

3.3 Is a record maintained of all training and induction programs undertaken for employees?

If yes, provide examples of safety training records.

3.4 Provide details of any company safety induction programs for employees and/or subcontractors

SCHEDULE 2 (Cont.)

4. Safety and Health Workplace Inspection **YES NO**

4.1 Are regular health and safety inspections at worksites undertaken?

If yes, provide details

4.2 Are standard workplace inspection checklists used to conduct health and safety inspections?

If yes, provide details or examples

4.3 Who normally completes workplace safety and health inspections?

4.4 How are workplace safety and health inspection reports dealt with?

4.5 Is there a procedure by which employees can report hazards at workplaces?

If yes, provide details

5. Safety and Health Consultation **YES NO**

5.1 Is there a workplace safety committee?

5.2 Are there guidelines on procedures governing the safety committee operation?

5.3 Are there employee elected health and safety representatives?

Comments

5.4 Is there a company safety officer?

Comments

SCHEDULE 2 (Cont.)

6. Safety and Health Performance Monitoring **YES** **NO**

6.1 Is there a system for recording and analysing and safety performance statistics?

If yes, provide details

6.2 Is safety performance on the agenda of management meetings?

If yes, provide details

6.3 Is senior management involved in analysis of safety performance statistics?

If yes, provide details

6.4 Has the Tenderer ever been convicted of an occupational health and safety offence?

If yes, provide details

SCHEDULE 2 (Cont.)

Sheet 6 of 6

The Tenderer is to provide safety performance statistics for the last 3 years and current year-to-date

	2008	2009	2010
Number of lost time injuries			
Working days lost due to injury			

Status of any OHS or any other safety audits

Comments/Outcomes:

CERTIFICATION

The information provided in this questionnaire is an accurate summary of the Tenderer's occupational health and safety management system.

NAME OF TENDERER:	_____
SIGNATURE OF TENDERER:	_____ DATE: _____

SCHEDULE 4 – REFERENCE SHEET
 (Complete the following details and submit with the Tender)

Each Tenderer shall submit references, which must have at least the following details. The Tenderer will contact referees and obtain their consent before nominating as a referee

	Reference 1	Reference 2	Reference 3
Services provided			
Annual Value (approx.)			
Date started/completed			
Client / Contractor			
Contract Number			
Contact Name including position			
Tel. No. and Fax No			
Contact's email Address			
Additional information			

NAME OF TENDERER: _____ SIGNATURE OF TENDERER: _____ DATE: _____

SCHEDULE 5 – EVIDENCE OF TENDERER’S REGISTRATION

(Complete the following details and submit with the Tender)

If it is a statutory requirement of the State of Western Australia that a contractor or subcontractor be registered or licensed in Western Australia to carry out the Works described in the Tender Documents, the Tenderer shall enter name and registration license details relevant to the Tender (e.g. WA Builder’s License, Business Name Registration etc) as per Clause 20 of the General Conditions of Tendering or submit as not applicable.

Company	Registered Or Licensed Activity	Registering Or Licensing Authority	Registration/ License Number	Valid To

NAME OF TENDERER:	_____
SIGNATURE OF TENDERER:	_____ DATE: _____

SCHEDULE 6 – TENDERER’S CURRENT COMMITMENTS

(Complete the following details and submit with the Tender)

Project	Description	Date started	Date completed/ anticipated date of practical completion

NAME OF TENDERER:	_____	
SIGNATURE OF TENDERER:	_____	DATE: _____

SCHEDULE 7 – TENDERER’S SELECTED SUB CONTRACTORS

(Complete the following details and submit with the Tender)

Name of the Sub Contractor	Address	Type of Works proposed to be subcontracted for	Telephone No/ Fax No

NAME OF TENDERER:	_____		
SIGNATURE OF TENDERER:	_____	DATE:	_____

SCHEDULE 8 – INSURANCE POLICY DECLARATION

(Complete the following details and submit with the Tender)

The Tenderer shall provide copies of the above stated policies with its Tender submission.

Type of Policy	Name of Insurer	Policy Number	Expiry Date	Value of Policy
Worker Comp.				
Public Liability				
Motor Vehicle				
Personal Sickness and Accident				
Other				

The Tenderer shall provide copies of the above stated policies with its Tender submission.

CHECKLIST FOR TENDER SUBMISSIONS

- | | |
|---|--------------------------|
| Tender Form <u>SIGNED</u> and completed | <input type="checkbox"/> |
| All schedules <u>SIGNED</u> and completed | <input type="checkbox"/> |
| Addendums <u>SIGNED</u> and included if applicable | <input type="checkbox"/> |
| Company Organisational chart included if applicable | <input type="checkbox"/> |
| Organisational OSH chart included | <input type="checkbox"/> |
| Copies of relevant licenses included | <input type="checkbox"/> |
| Any other relevant documentation as set out in the Specification included | <input type="checkbox"/> |

***Please ensure that your tender submission is placed in the Tender Box only. Failure to do so will render your submission non-compliant. Your courier may need to be made aware of this also.**

RECORD KEEPING

To be read in association with clause 51 of General Conditions of Contract

I/we certify to undertake all record keeping requirements of the record keeping clauses set out in this documentation and as required by the State Records Commission under the State records Act 2000 and the Shire of Ashburton Record Keeping Plan.

Authorised Signatory _____

Title _____

Dated _____ Day of _____ 20____