



## **REQUEST FOR TENDER**

**No T13/14-28**

### **Architectural Services - For the Preparation of Design Brief, Detailed Design and Documentation of the Rockingham City Centre Parking Facility**

**Closing at 2.00 pm, Wednesday, 2 October 2013**

#### **Lodgement of Tenders**

**Tenders may be hand delivered to:**

**City of Rockingham  
Customer Service Counter  
Administration Offices  
Civic Boulevard  
Rockingham**

**Tenders may be posted to:**

**Chief Executive Officer  
City of Rockingham  
PO Box 2142  
ROCKINGHAM WA DC 6967**

**The submission of tenders via Facsimile or Electronic Mail  
will not be accepted.**

**Enquiries – Mr Gary Rogers – Ph: 08 9528 0368**

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READ AND **KEEP** THIS PART

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# 1 GENERAL CONDITIONS OF TENDERING

## *1.1 TENDER DOCUMENTS*

The tender documents shall be the Form of Tender, the General and Special (if any) Conditions of Contract and Tendering, the Price Schedule and/or other Schedules (where applicable), the Information to be Supplied by Tenderer, the Specification including any Schedule thereto, the Drawings (if any) and any drawings and written statement required by any of the aforesaid documents to be submitted by the Tenderer.

## *1.2 CONTENTS OF TENDER*

The Tender shall be completed in ink on the Form of Tender provided and delivered together with all the tender documents duly completed. Any alterations must be in ink and initialled by the Tenderer.

## *1.3 SUBMISSION OF TENDERS*

Local Government Tender Regulations state that "A tender is required to be rejected unless it is submitted at a place, and within the time, specified in the invitation for tenders". In this regard the "place" shall be the City of Rockingham's administration building, Civic Boulevard, Rockingham and the "time" shall be before the Time for Closing nominated in this Request for Tender.

Only those tenders that are within the tender box at the Time for Closing will be assured of being regarded as being "submitted at a place, and within the time, specified", and Council reserves the right to reject any tender not within the tender box at the Time for Closing. It is therefore in the tenderers' interest to allow sufficient time for their tenders to be placed into the tender box by the Time for Closing.

Only in exceptional circumstances and where Council, at Council's sole discretion, is satisfied that there is sufficient proof that a tender had in fact been submitted and received at the City of Rockingham's administration building, Civic Boulevard, Rockingham by the Time for Closing, will Council consider a tender that is not within the tender box at the Time for Closing.

Tenders submitted by mail or delivered by hand shall be submitted in a sealed envelope on which the Tender Number and Description is clearly stated. Delays may occur in placing tenders into the tender box if envelopes are not clearly marked as above, or where correctly marked envelopes are concealed within other envelopes, boxes or other packaging that is not clearly marked as above, eg courier envelopes.

Hand delivered tenders shall be delivered to the ground floor counter of the City of Rockingham Offices, Civic Boulevard, Rockingham, for date and time stamping prior to placing in the Tender Box. Hand delivered Tenders submitted outside of normal office hours, ie 8.30am and 4.30pm, may be placed in the after hours mailbox located in the front door.

Tenders sent by mail shall be addressed to: Chief Executive Officer  
City of Rockingham  
PO Box 2142  
ROCKINGHAM WA DC 6967

On collection from the PO Box, at approximately 8:30am each working day, Tenders received by mail will be date and time stamped and placed in the Tender Box. It is the responsibility of the Tenderer to ensure that Tenders sent by mail arrive in sufficient time to be collected from the PO Box, as above, on or before the date of closing.

**The submission of tenders via Facsimile or Electronic Mail will not be accepted.**

**One (1) unbound copy and one (1) bound copy of the Tender submission is required.**

## *1.4 TIME OF CLOSING*

Closing at 2.00pm, Wednesday, 2 October 2013

**1.5 ENQUIRIES**

Name:	Mr Gary Rogers, Manager Procurement and Projects
Telephone:	(08) 9528 0393
Email:	<a href="mailto:gary.rogers@rockingham.wa.gov.au">gary.rogers@rockingham.wa.gov.au</a>

**1.6 TENDERERS TO INFORM THEMSELVES**

Tenderers shall be deemed to have: -

- examined the Tender Document and any other information available in writing to Tenderers for the purpose of Tendering;
- examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries; and
- satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the conditions of Tender and of all matters and things necessary for the due and proper performance and completion of the work described therein.

Failure by the successful Tenderer to do all or any of the things he is deemed to have done under this Clause will not relieve him of his liability to perform and complete the contract in accordance with the terms and conditions thereof.

If the Tenderer has any doubts as to the meaning of any portion of the Tender Documents he shall, before submitting his Tender, notify the person listed above for enquiries and obtain clarification prior to delivering his Tender. The only interpretations that shall be recognised shall be those given to the Tenderer in writing by such officer.

**1.7 VALIDITY PERIOD**

All Tenders shall remain valid for three (3) calendar months from the Time of Closing unless otherwise stated in the Special Conditions of Tendering.

**1.8 PRICE BASIS**

Unless otherwise stated in the Contract, the Lump Sum Contract price shall be firm and not be subject to adjustment for rise and fall in costs.

If there is a calculation error in the prices tendered, such that a tendered rate multiplied by the estimated quantity does not equal the tendered amount, then the tendered rate shall apply and the tendered amount shall be adjusted.

**1.9 CANVASSING OF COUNCILLORS**

Council will reject a Tender if it is reasonably satisfied that the Tenderer canvassed any elected councillor or the City's officers. This does not in itself preclude a bona fide demonstration of machinery, equipment or thing connected with the Tender.

**1.10 ACCEPTANCE OF TENDERS**

Unless otherwise stated in the Special Conditions of Tendering, Tenders may be for all or part of the requirement and Council may in Council's absolute discretion accept the whole or any separable part of the Tender set out in the Schedule of Rates on the "line by line principle" or in such manner as Council so chooses. Council is not bound to accept the lowest or any Tender and may reject any or all Tenders.

A Tender shall be deemed to be accepted when a notice in writing of such acceptance is handed to the Tenderer or is sent by prepaid post to the address stated in this Tender. If sent by prepaid post the time of posting shall be deemed the time of acceptance.

Unless and until a Formal Agreement is prepared and executed, the Tender including the Tender Documents together with The City's written acceptance thereof shall constitute the Contract between The City and the Tenderer (referred to in the Contract as the Contractor)

**1.11 ATTENDANCE AT TENDER OPENING**

Tenderers and members of the public are entitled to be present at the opening of tenders. All tenders will be opened in Council Offices immediately following the advertised closing time. No discussions

will be entered into between Tenderers and Council Officers present concerning the tenders submitted.

### ***1.12 CONFIDENTIALITY OF TENDERS***

In addition to the requirements for public openings, tender assessment reports will be presented and discussed at Committee and Council meetings, for which minutes are available to the public. As such, and also because of the provisions of the Freedom of Information Act, any tenderer submitting a tender does so on the understanding that the tender proposals may not remain confidential.

### ***1.13 EVALUATION PROCESS***

Your Tender will be evaluated using information provided in your Tender.

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

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Form of Tender and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria.
- (c) The most suitable Tenderers may be shortlisted and may also be required to clarify the offer, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

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

### ***1.14 SELECTION CRITERIA***

The Contract may be awarded to the Tenderer who best demonstrates the ability to carry out the required services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

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

#### **1.14.1 Compliance Criteria**

These criteria are detailed within Part 4.3.1 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

#### **1.14.2 Qualitative Criteria**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 4.3.2 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

**NOTE:** It is essential that Tenderers address each qualitative criterion.

Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score

### ***1.15 TENDER ASSESSMENT***

Any tender that is submitted at the place, and within the time, specified but fails to comply with any other requirement specified may be rejected without considering the merits of the tender.

In assessing Tenders Council will consider the criteria detailed in Part 4.

It is the responsibility of the Tenderer to address these criteria in their Tender submission.

***1.16 OWNERSHIP OF TENDERS***

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

***1.17 COMPLETE SET OF REQUEST FOR TENDER DOCUMENTS***

Tenderers are responsible for ensuring that they have a complete set of these request for tender documents, ie. all sequentially numbered pages and referenced drawings and/or attachments.

***1.18 ALTERNATIVE TENDERS***

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract shall in all cases arising be clearly marked "ALTERNATIVE TENDER". Any additional, deleted or altered condition of any such Tender will not be binding on the Council in the event of a Contract being awarded unless the Tender is so marked as an Alternative Tender. Council may in its absolute discretion reject any such Tender as invalid. Any printed "Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Council in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

***1.19 TENDERER'S DETAILS***

On the Form of Tender provided, or separately if insufficient space, the Tenderer shall provide:

- If a partnership or firm, the full names, addresses and occupations of all members, in addition to the ABN, business address and business of the firm.
- If a company registered within the State of Western Australia, the ACN, ABN, registered office and principal place of business in the State.
- If a company not resident or registered within the State of Western Australia, the full name, address and occupation of the Tenderer's agent in the State, in addition to the Tenderer's ACN, ABN, registered office and principal place of business outside of the State.

***1.20 INTERNAL BID***

Tenderers are advised that the City will not submit an internal bid to undertake the works.

***1.21 CONFORMING TENDER***

A Conforming Tender shall accompany any Alternative Tender submitted.

***1.22 RISK ASSESSMENT***

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any approved credit rating agency; and
- (b) 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.

***1.23 COSTS OF TENDERING***

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

***1.24 PROGRAMME OF WORKS***

The Tenderer shall submit a program of works with his tender in Gantt (Bar) Chart form, showing the start date, completion dates for individual stages, and the finish date.

***1.25 LICENSED CONTRACTOR***

Tenderers shall be fully licensed to undertake the works covered in these tender documents, with suitable facilities.

***1.26 PRICE SCHEDULE***

**1.26.1 All Tenders**

Tenderers shall submit a completed Price Schedule with their Tenders.

Rates shall be inserted for all items in the Price Schedule if a column is provided for this purpose. The prices for items in the Price Schedule shall include the cost of all materials, labour, equipment, overheads and profits.

Upon a Tender being successful, the Price Schedule submitted as part of the original tender documents, shall form part of the Contract Documents and it shall be used by the Superintendent only to the extent that it enables assessment of progress claims for payment and calculation of variations to the Contract.

In the event of any variations ordered in writing by the Superintendent under this Contract, payment will be made at the rate tendered in the Price Schedule.

**1.26.2 Lump Sum Tenders**

This is a lump sum tender.

The Lump Sum Tender Price for the Contract shall be the amount entered in the total column/s of the Price Schedule.

The Tenderer shall be responsible for computation of the Lump Sum Tender Price and should there be any discrepancies, he shall, if requested by the Superintendent, alter the Price Schedule accordingly in order to conform with the Lump Sum Tender Price.

If there is a calculation error in the prices tendered, such that a tendered rate multiplied by the estimated quantity does not equal the tendered amount, then the tendered rate shall be adjusted and the tendered amount shall apply.



# 2 GENERAL CONDITIONS FOR ENGAGEMENT OF CONSULTANTS

## *2.1 CONSTRUCTION OF THE CONTRACT*

This Contract shall be governed by and construed according to the laws of the State of Western Australia and the parties hereby to submit to the exclusive jurisdiction of the courts of that State.

## *2.2 DEFINITIONS AND INTERPRETATION*

### **2.2.1 Definitions**

In the Contract except where the context otherwise requires:

- (a) **'Brief'** means the document providing the written summary or outline of the Services required by the Principal.
- (b) **'Consultant'** means the person or body whose Proposal is accepted by the Principal and includes its successors and permitted assigns.
- (c) **'Contract'** means the agreement between the Principal and the Consultant for the provision of the Services.
- (d) **'Letter of Engagement'** means the letter from the Principal to the Consultant whereby the Consultant is engaged to provide the Services.
- (e) **'Principal'** means the City of Rockingham
- (f) **'Principal's Representative'** means the officer nominated by and representing the Principal for the purposes of the Contract.
- (g) **'Proposal'** means the submission or tender received from the Consultant in response to the Principal's request.
- (h) **'Services'** means the services, which the Consultant is required to provide to the Principal under the Contract.

### **2.2.2 Interpretation**

- (a) Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- (b) Clause headings are for convenient reference only and shall not be used in the interpretation of the Contract.
- (c) Monetary references are references to Australian currency.
- (d) Reference to an Act by name includes the rules, regulations and local laws for the time being in force thereunder for the period of the Contract.
- (e) Where two or more persons or bodies comprise the Consultant they shall be bound hereby jointly and severally.

## **2.3 GENERAL OBLIGATIONS**

The Consultant shall perform and carry out the Services at all times in a conscientious expeditious and workmanlike fashion. Where the Consultant is required to provide or utilise equipment such

equipment shall be suitable for the Services and shall be maintained by the Consultant in good and proper working condition.

## **2.4 EMPLOYEES**

The Consultant warrants that its employees and agents are competent and have all necessary skill training and qualifications to carry out the Services in accordance with this Contract.

The Principal may at any time by notice in writing to the Consultant require that the Consultant should cease to permit a particular person or persons employed by the Consultant to be engaged in carrying out the Services or any part thereof and the Consultant shall forthwith cease to employ any such person or persons in or about the performance of the Services and shall replace any such person or persons with such alternative person or persons as shall be suitably qualified and skilled to perform the Services and as shall be acceptable to the Principal.

## **2.5 TIME FOR COMPLETION**

The Consultant shall complete the Services within the specified time frame negotiated by the City for nominated projects. The Consultant may apply in writing with fourteen days after the occurrence of any event not attributable to the act, neglect or default of the Consultant or its servants or agents for an extension of time, stating the reasons and on receipt thereof the Principal shall determine whether an extension of time shall be granted and shall advise the Consultant accordingly.

## **2.6 TERMINATION**

Notwithstanding anything herein contained to the contrary the Principal may determine the engagement of the Consultant at any time and without prior notice upon the happening of any one or more of the following events, namely:

- (a) If the Consultant enters into a Deed of Arrangement or an order is made for it to be wound up;
- (b) If a Receiver or Receiver/Manager is appointed for the Consultant;
- (c) If the Consultant enters into voluntary administration;
- (d) If the Consultant being a natural person, or if the Consultant being a partnership a partner therein becomes bankrupt or a party, as a debtor, to a Deed of Assignment, a Deed of Agreement or a Composition under Part X of the Bankruptcy Act 1966 (Commonwealth);
- (e) If the Consultant or any of its employees or agents is guilty of any dishonesty, misconduct or neglect of duty or commits a breach of any of the terms or conditions of the Contract or refuses to comply with any reasonable instructions or directions given by the Principal's Representative.

## **2.7 ASSIGNMENT**

The Contract shall not be assigned, transferred, sublet, subcontracted, mortgaged, charged, encumbered or dealt with in any way by either party without the prior written consent of the other party.

## **2.8 PAYMENTS**

The Principal shall pay to the Consultant the Consultancy Fee specified in the Letter of Engagement at the time or times and in the manner set out in the Letter of Engagement.

Unless otherwise stated in the Contract the Consultant shall be entitled at intervals of not less than four weeks to receive payment less any authorised deductions for the value of work performed under the Contract as certified by the Principal's Representative.

The Contractor with the written approval of the Superintendent shall be entitled to submit progress claims at intervals of less than one month, on the condition that the net value of any such claim exceeds \$5,000.

## **2.9 EXPENSES**

Unless otherwise provided for or negotiated as part of any future quote for service the Principal shall not be liable to reimburse the Consultant for the amount of any expenses incurred by the Consultant in and about the performance of the Services, including without limitation travel expenses accommodation and subsistence expenses. All such expenses of the Consultant shall be deemed to be included in the amount of the Consultancy Fee specified in the Letter of Engagement.

## **2.10 GOODS AND SERVICES TAX**

For the purposes of this clause:

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

Where the supply of the Services or any part thereof is a taxable supply under the GST Act:

- (a) The Consultancy Fee shall be inclusive of all applicable GST at the rate in force for the time being.
- (b) The obligation of the Principal to pay the Consultancy Fee, or any instalment thereof, and the right of the Consultant to recover the Consultancy Fee, or any instalment thereof, shall be subject to and conditional upon the prior issue by the Consultant and the prior receipt by the Principal of a tax invoice in respect of the Consultancy Fee, or the relevant instalment thereof, which complies in all respects with the GST Act.
- (c) This provision applies notwithstanding any other provision of these conditions or any legislation or rule of law to the contrary, but does not apply if the Consultant is not registered for GST, and is not required to be so registered, under the GST Act.

The Consultant shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under these conditions and the Letter of Engagement.

## **2.11 INDEMNITY**

The Consultant shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal or employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the sale or delivery of the Goods or the supply or provision of the Services by the Consultant or its employees, agents or subcontractors and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding.

Notwithstanding the preceding paragraph, the Consultant shall not be rendered liable for personal injury to or the death of any person or loss of or damage to property resulting from any breach by

the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal nor for any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

## **2.12 INSURANCE**

Without limiting its obligations and responsibilities, the Consultant shall take out Insurance for the entire Contract period under the following headings;

(a) **Public Liability:**

A Public Liability policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Public Liability Insurance taken out by the Consultant is to provide a minimum limit of liability of \$10 million (AU\$10,000,000) in respect of Death, Property Damage and Bodily Injury.

(b) **Workers Compensation or Personal Accident Insurance Cover:**

The Consultant shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Consultant and the Principal in respect of liability for payment of compensation to any Employee of the Consultant or of a Subcontractor of the Consultant under the *Workers' Compensation and Injury Act 1981* or at Common Law.

(c) **Professional Indemnity:**

Where the Contract involves the provision of professional services and/or advice, the Consultant is to take out a Professional Indemnity Insurance policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Professional Indemnity Insurance taken out by the Consultant will have a limit of Liability based upon a figure agreed by the Principal and Consultant as per the attached Schedule however; the limit of Liability will not be less than \$5 million (AUD\$5,000,000).

The Consultant is to provide the Principal with Certificates of Currency and/or a copy of the Policy wording confirming as laid down within the tender document (if not mentioned, within seven (7) days) that the above Insurance policies are in place for the entire Contract period.

The Consultant at the discretion of the Principal may be required to provide the Principal with a Risk Management Plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.

The Consultant at the discretion of the Principal may be required to detail the Principal as a Joint Named Insured under some or all of the Insurances detailed under Clause 12.1 and/or detail the Principals Interest by way of notation on Certificates of Currency.

## **2.13 ADDITIONAL WORK**

If at the written request of the Principal the Consultant performs work additional to the Services, the Principal shall pay the Consultant in respect of such additional work at the rate provided for in the Letter of Engagement, tender submission or if no such rate is specified then at the rate agreed between the Principal and the Consultant.

## **2.14 COMPLIANCE WITH LEGISLATION ETC**

For as long as the Consultant shall continue to perform the Services hereunder the Consultant shall at all times at its own cost and expense observe, perform and comply with all Acts of both Federal and State Parliaments and all regulations, local laws, ordinances or orders made thereunder and the lawful requirements of any public municipal or other authority so far as the same may affect or apply to the Consultant or the Services and the Consultant shall indemnify and keep indemnified the Principal from and against all actions, suits, costs, charges, claims and demands in respect thereof.

With respect to all work done in Western Australia under the Contract, the Consultant shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the work to be done in the performance of the Services.

## **2.15 RELATIONSHIP**

Nothing herein contained or implied shall constitute the relationship of partnership or employment or agency between the Consultant and the Principal and it is the express intention of the parties hereto that any such relationships are denied.

## **2.16 WAIVER**

No right of the Principal hereunder shall be deemed to be waived unless such waiver is in writing signed by the Principal.

A waiver by a party hereto shall not prejudice the rights of that party in respect of any subsequent breach of these conditions by the other party.

Any failure by a party to enforce any provision of the Contract or any forbearance delay or indulgence granted by a party to the other shall not be construed as a waiver of the first mentioned party's rights under these conditions.

## **2.17 ENTIRE AGREEMENT**

The Contract including the Letter of Engagement constitutes the entire agreement between the parties for the provisions of the Services by the Consultant. Any prior arrangements, agreements, representations or undertakings are superseded and any modification or alteration of any provision of the Contract will not be valid unless made in writing and signed by the parties hereto.

## **2.18 ENFORCEABILITY**

If any provision of the Contract should be held invalid, unenforceable or illegal for any reason the Contract shall remain otherwise in full force apart from such provision, which shall be deemed, deleted.

## **2.19 NOTICES**

Any notices or other communication under the Contract given by either party shall be in writing and shall be delivered by hand, by registered mail or by facsimile to the addresses of the other party as stated in the Contract.

## **2.20 ARBITRATION**

Any dispute arising in connection with the Contract, which cannot be settled by negotiation between the parties, shall be submitted to arbitration in accordance with the Commercial Arbitration Act 1985.

## **2.21 CONFIDENTIALITY**

The Consultant shall treat as confidential all information disclosed or made known to the Consultant, or acquired or developed by the Consultant during the course of or for the purposes of the Contract ("the confidential information").

Without limiting the generality of the preceding sub-clause, the confidential information includes computer programs, client lists, the Principal's methods of operation and details of clientele and potential clientele of the Principal.

Immediately upon the completion of the Services or the prior termination of the Contract the Consultant shall deliver to the Principal all documents and materials relating to the confidential information which are then in the Consultant's possession.

Without limiting the generality of the foregoing, the Consultant shall not use or disclose or authorise the use of disclosure of the confidential information to any person or company without the prior consent in writing of the Principal.

The Consultant shall not be obliged to treat information as confidential in the following circumstances:

- (a) Where it would be unconscionable to require the Consultant to treat such information confidentially as the term "unconscionable" is defined in the section 52A of the Trade Practices Act 1974; and
- (b) Where it would be an invalid restraint of trade under the law of the State of Western Australia to require the Consultant to treat such information confidentially.

The operation of this clause shall survive the completion or termination of the Contract.

## **2.22 PRICE BASIS**

Unless otherwise stated in the Contract, the Contract Price shall be firm and not subject to rise and fall.

## **2.23 SITE MEETINGS**

The Contractor shall attend site meetings with the Superintendent at times which the Superintendent will notify. The Contractor shall ensure the attendance of all subcontractors directly concerned with the works in progress at the time. The Contractor shall keep records of these meetings and if requested by the Superintendent shall supply the Superintendent with copies of each record.

## **2.24 AUTHORITY TO GIVE INSTRUCTIONS**

The Contractor shall not accept instructions relating to this Contract other than those issued by the Superintendent or on behalf of the Superintendent by such persons as shall be nominated in writing by the Superintendent to the Contractor.

## **2.25 PROGRAMME OF WORKS**

If, in the opinion of the Superintendent, the Contractor fails to carry out the works in accordance with the programme the Superintendent may direct the Contractor to vary the order of works or take what action may be necessary to make up the time lost. Any such directive shall not constitute reason for a variation. If so required, the Contractor shall submit an updated Programme of Works to reflect any changes, within five (5) days of such direction being given.

The acceptance or acknowledgment of a submitted programme by the Superintendent does not in any way constitute grounds for an extension of time claim by the Contractor.

## 3 SPECIFICATION

### ***3.1 OVERVIEW ROCKINGHAM CITY CENTRE***

Since 1995, planning and development in the City Centre, (the planning focus for many years of the Strategic Metropolitan Centre), has been based on the City Centre Development Policy Plan (DPP).

State Planning Policy 4.2 - Activity Centres for Perth and Peel (SPP 4.2) requires the City of Rockingham to prepare and maintain an endorsed Activity Centre Structure Plan to guide development within the Rockingham Strategic Metropolitan Centre.

Consistent with the regional context of the Rockingham Activity Centre, and in satisfaction of the requirements of SPP 4.2, the City, in conjunction with the Department for Planning and the Rockingham Kwinana Development Office, completed a major two stage review and expansion of its 1995 Development Policy Plan for the Strategic Metropolitan Centre.

In September 2009, Council adopted the Final Strategic Planning Reports for the Centre. The Western Australian Planning Commission endorsed the reports in November 2009.

The resulting Centre Plan will accommodate a sophisticated coastal Activity Centre servicing an ultimate population of approximately 275,000 people in the Rockingham/Kwinana area.

The planning envelope covers nearly 600 hectares stretching from the Rockingham Train Station to Rockingham Beach and includes the City Centre, the Rockingham Waterfront Village, the joint tertiary education campuses and associated service commercial, residential and recreation areas.

With continuing growth in the region and the construction of the City Centre Transit System, a broader and more comprehensive Centre Plan was preferred to provide a long term vision and an integrated planning framework for the development of the area. Development and redevelopment along the route of the transit system will offer an attractive, inner-city lifestyle opportunity within walking distance of a primary public transport system.

*The vision is for a modern, distinctly coastal centre offering a wide range of mixed uses including retail, commercial, office, civic, residential, education and recreation within an accessible and highly inter-connected, urban-scaled townscape, comprising a major activity centre and related urban villages based on 'main street' principles.*

Development in the Rockingham Strategic Metropolitan Centre will be defined and characterised by:-

- Medium to high density development based on activated, "Main Street" principles.
- A configuration of generally contiguous street front buildings and a mix of uses that generate high levels of pedestrian activity and a sense of vitality.
- A street-based transit system, with closely spaced stops.
- A permeable network of streets, laneways, arcades and public spaces that provide high quality linkages, particularly for pedestrians, to Centre activities.
- An identifiable City Centre hub to provide major CBD functions.
- Connected village precincts between the City Centre and Rockingham Beach along the route of the transit system.

By applying Transit Oriented Development (TOD) principles, there is the potential to more than triple the anticipated population within the walkable catchment of the transit system from 12,000 residents to at least 36,000 residents at a gross average density of 62 persons per hectare. This outcome would be sufficient to support the operation of light rail which has an accepted threshold density of 50 persons per hectare.

While the overall TOD concept is for a consolidated corridor of development, it is essential that the Rockingham Strategic Metropolitan Centre has a varied and geographically appropriate character that offers multiple choices in lifestyle and convenience.

TOD with a commercial content will range from the expanded shopping centre, that has been sleeved to connect with street front tenancies and an entertainment complex along the new retail 'main street', through to individual mixed use developments on freehold sites.

A variety of residential dwelling types, sizes, tenures and levels of affordability will be encouraged, including traditional street front townhouses, contemporary row houses, mews housing, low rise apartment blocks and medium to high-rise multiple apartments ranging in height from three to twenty or more storeys, subject to precinct-specific guidelines.

### **3.2 OVERVIEW ROCKINGHAM CITY CENTRE PARKING REQUIREMENTS**

The general parking strategy for the Rockingham City Centre was originally contained within the "Rockingham City Centre - Development Policy Plan" (1995) document.

Section 6.5 of the Development Policy Plan (DPP) set out a Transport Strategy, of which car parking formed part. In summary, parking within the City Centre was proposed in three forms:-

- (i) Private parking be located behind streetfront buildings and form the major source of car parking within the City Centre.
- (ii) On-street car parking bays being provided primarily for customers of businesses/shops which occupy the streetfront buildings. These bays are generally intended for short-stay trips.
- (iii) Major car parking stations in several locations around the City Centre to accommodate long-term demand for long-stay trips.

Section 6.5.6 of the DPP stated the following:-

*"The management of car parking distribution and development is one of the most important components of the Development Policy Plan.*

*Consistent within the traffic management objectives, a cordon of major public and private parking stations will be located around the City Centre and accessed from perimeter distributor roads generally in accordance with the example of the Indicative Development Plan.*

*The first major public car parking station will be set aside on City owned Lot 80, to the north of the City Square and associated civic, arts and community facilities."*

Through the preparation of the 1995 DPP, in 1993 a Transport Strategy for the City Centre was prepared and subsequently a Land Use/Parking Strategy was prepared for the City's Lot 80 landholding. The Land Use/Parking Strategy identified the following potential demands:-

Use	Floor Area	Parking Ratio	No. Bays
Retail	7,875m <sup>2</sup>	1/17.5m <sup>2</sup>	427
Market Hall	2,500m <sup>2</sup>	1/20m <sup>2</sup>	125
Office	19,150m <sup>2</sup>	1/33m <sup>2</sup>	580
Total			1130

Based on the abovementioned demand, there were four parking sites identified, plus on-street bays. Site D (as named in the Strategy) was car parking site subject of this Tender. The following numbers of bays were identified as the potential for this site:-

- Stage 1 (ground level): 120 bays
- Stage 2 (ground level): 100 bays
- Stage 3 (Upper level of Stage 2) 400 bays (4 additional levels)

The original car park (Stage 1) servicing the City's landholding was developed in 1994 in conjunction with the construction of the City's Administration Building and Council Chambers.



The City has sold/marketed its Development Sites (Lots 401, 402, 8001 and 404) on the basis that parking is not required to be provided on-site, but is provided from the public parking provided by the City.

In May 2007, the Council agreed to fund the construction of an additional 110 bays in the location of the future car parking deck (Stage 2 ground level).

Lot 404 on the corner of Chalgrove Avenue and Civic Boulevard is subject to land sale negotiations with a prospective purchaser. In addition, Lot 401 on the corner of Civic Boulevard and Central Promenade has been sold to Rockingham Kwinana Division of General Practice Ltd for the development of a GP Super Clinic. Should both these developments proceed, the existing car parking resources, which are already operating at peak capacity during the day, will be unable to accommodate demand.

### **3.3 SCOPE**

The scope of works for this contract is separated into three sections.

SECTION 1 - Brief Finalisation and concept design.

SECTION 2 - the preparation of all design documentation as detailed in Section 3.4 and 3.5 of the contract documentation.

SECTION 3 - refers to all Contract Administration works following the awarding of the Construction tender by the City as detailed in Section 3.6 of the contract documentation.

An amount of \$12 million has been set aside for the construction of the parking facility (excluding professional fees and GST) however final costs are to be determined and submitted for approval by Council following finalisation of the brief.

### **3.4 FUNCTIONAL BRIEF**

#### **3.4.1 Brief Development**

The Consultant shall be responsible for providing reports and other required documentation for a minimum of 3 meetings with the City/Councillors. The consultant shall also meet and work with the Principal's Representative as required to ensure the parking facility project requirements are delivered on time, on budget and to the City's requirements.

#### **3.4.2 Functional Briefs**

The consultant is to prepare a comprehensive Project Brief that fully describes the project requirements in relation to the design and documentation for the construction of a new multi storey car parking facility. In preparation of the brief give due consideration to the City's objectives, management philosophies, resources, financial, budgetary, technical and physical requirements, and possible future needs.

It is expected that the brief will be finalised in conjunction with the schematic design for the facility with both the brief and schematic designs put forward to the Principal's Representative for sign off prior to proceeding to further detailed design.

In preparing the Project Brief, the Consultant shall consider any implications arising that impact on the Consultant's ability to manage the project within the limit of funds available, including individual budgetary line items. The Contractor is to ensure all aspects of the project are considered in the brief finalisation.

The following design elements are to be incorporated into the final design brief:

<ul style="list-style-type: none"> <li>• Parking Categories</li> <li>• Parking stalls</li> <li>• Aisle widths</li> <li>• Ramps and access ways</li> <li>• Ventilation</li> <li>• Barrier Controls</li> <li>• Control Systems – Ingress and Egress</li> </ul>	<ul style="list-style-type: none"> <li>• Stairs and lifts</li> <li>• Disabled access and covers</li> <li>• Parking decks</li> <li>• Headroom and storey heights</li> <li>• Air circulation</li> <li>• Structure and appearance</li> <li>• User friendly features</li> </ul>	<ul style="list-style-type: none"> <li>• Security</li> <li>• Lighting</li> <li>• Signage</li> <li>• Drainage</li> <li>• Fire escapes and fire safety</li> <li>• Management Controls</li> </ul>
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The Consultant shall make recommendations for consideration and approval of the Principal's Representative and the City, as necessary and/or as required to maintain costs, time and quality outcomes within agreed limits.

Prepare an Indicative Cost Plan based on the design elements established in the brief and benchmark rates reconciled to comparable projects.

Following review and approval of the Principal's Representative and the City, prepare a final project briefing document acceptable to the Principal that satisfies the objectives of the COR and establishes a basis for the further procurement of the facility.

The Consultant will be required to develop a schematic design from this brief to test its requirements in the functional design of the facility, and to resolve any briefing discrepancies that may be identified.

The Project Brief is to include, but not be limited to the following:

**BENCHMARKS FOR BUILDING FABRIC AND BUILDING SERVICES STANDARDS**

Prepare briefs defining building fabric and building services technical and performance requirements, nominating appropriate benchmarks for technical and cost conformance for the building fabric and all building related services including but not limited to, mechanical, electrical, electronic, hydraulic and structural components of the works. Consideration is to be given in respect to the inclusion of some artwork/feature as part of the building fabric

**INDICATIVE BUILDING LIFE CYCLE COSTS**

Based on agreed brief requirements, provide Indicative Life Cycle recurrent energy cost estimates for the proposed facility.

**ENERGY AND WATER MINIMISATION APPROACH**

Identify energy and water minimisation opportunities and include such options within the design, building fabrics and function of the parking facility.

**MAINTENANCE MINIMISATION APPROACH**

As above, identify maintenance minimisation opportunities within the design, building fabric and function of the parking facility.

**INTERIOR DESIGN**

Based on agreed brief requirements, provide information on the Interior Design theme for the proposed facility.

**3.4.3 Schematic Design**

Prepare separate schematic designs for all works described in the Project Brief.

Incorporate and integrate all services requirements in to the design.

The schematic design is to meet the requirements of the Project Brief and be acceptable to the Principal's Representative, in all respects including; functional requirements, agreed cost benchmarks, physical appearance (aesthetics), build ability and the material selection.

The designs are to include environmentally sustainable design and construction principles.

The Project Architect is to liaise with the Principals Representative to discuss with the City's relevant Manager the design and scope of works statement for the following:

- Building Security
- Vandalism and Graffiti Minimisation
- Asset Management
- Maintenance Minimisation
- IT requirements
- Disability and Inclusion Access

The City has adopted the Disability and Inclusion Access Policy for all public amenities within its boundaries and therefore it is a requirement to ensure all universal access requirements are adhered to and where possible exceed required standards.

Prepare Project Cost Plans to include all costs associated with the project including but not limited to the limit of cost for the works, including rise and fall projections and any headwork's costs payable.

At the completion of the schematic design, provide one electronic copy and two (2) copies of an A3 report, signed by the Consultants Representative, that includes as a minimum a brief synopsis on the following headings:

- Introduction, Project Description;
- Consultant Team;
- Scope of Work Summary – including any discrepancies with brief and reasons;
- City Centre Precinct Planning;
- Site Planning – including site services;
- Option Studies;
- Design Approach;
- Design Proposal – including preliminary indications of construction system, engineering and specialist services requirements, materials and finishes.
- Outcomes of discussions with relevant Authorities ie Department of Planning, Fire and Emergency Services Authority, utilities authorities etc.
- Preliminary estimate, including elemental quantities, and
- Illustrations of the Design – include conceptual site and building plans, elevations and sections generally at 1:100 scale. Indicate internal spaces and external appearance through perspective sketches.

Schematic design is considered complete upon presentation of the report and sign off by the Principal's Representative. One week prior to the presentation to City Staff/Councillors, provide eight (8) copies of each A3 report and two (2) at scale copies of each design drawings.

#### **3.4.4 Community Consultation**

Prior to final approval of the schematic design, the contractor shall allow for the provision of a media release which can be uploaded onto the City's website, facebook page, and displayed on the screen located in the administration building. The media release must show the schematic design with an explanation of the reasons for the design, the contractor is also to provide one full colour copy of schematic design and details to allow for the community to make comment on the proposal. Any comments to be forwarded to the Principal's Representative for consideration.

### **3.5 DESIGN DEVELOPMENT AND CONTRACT DOCUMENTATION**

Prepare complete architectural and engineering contract documentation including detailed design drawings for the approved Works. This includes the preparation of specifications and schedules.

## READ AND **KEEP** THIS PART

Continually review and update the Project Cost Plan to maintain the project within the agreed limit of cost estimate. Contractor to have a Quantity Surveyor prepare a pre-tender estimate prior to the calling of tenders.

The contractor shall engage a Building Surveyor to carry out all preliminary works, prepare and submit a Building Permit Application for the project, including any fees and/or charges.

At completion of the contract documentation and tender estimate, provide two sets of completed documents for client approval to call tenders including a full electronic copy of the documentation and drawings. Also provide an A4 report signed by the Consultant's Representative, that includes as a minimum:

- An Interim Monthly Progress Report, including Tender estimate and elemental quantities.
- Locking Schedule;
- Colour Schedule – include colour board;
- Schedule of Charges, ie headworks;
- Certification that contract documentation complies with the project brief. Advise any discrepancies and reasons;
- Confirmation of other required approvals required.
- Outcomes of discussions with relevant Authorities i.e. Department of Planning, Fire and Emergency Services Authority, utilities authorities etc.
- Provision of drawings ready for submission to Fire and Emergency Services Authority for approval;
- Schedule of items to be supplied by Principal, and
- Scope of Works Summary – including any discrepancies with brief and reasons;
- Site Planing – including site services;
- Design Approach;
- Design Proposals;
- Engineering and Specialist Services Proposals;
- Maintenance Minimisation Approach;
- Energy/Water Minimisation Approach and Results;
- Limit of cost estimates including elemental quantities;
- Schedule of materials and finishes;
- Recurrent, yearly, cost estimates for electricity, gas, water and sewerage;
- Illustrations of the Developed Design – include 1:100 scale plans and elevations and 1:50 scale sectional studies sectional studies of all buildings, typical constructional details and sketches showing internal treatment of spaces. Show fixed and loose furniture and equipment on floor plans.

Design development is considered complete upon presentation of the report and sign off by the Principal's Representative. One week prior to the presentation, provide eight (8) copies of each A4 report, one electronic copy of each report, two (2) at scale copies of each design drawings and one electronic copy of each design drawings in AutoCad Format.

### **3.5.1 Tender Documents**

Package up all documentation in a form suitable for the call of the tenders. The works will be tendered under the AS 2124 – 1992 General Conditions of Contract.

Rise and Fall will not apply to the building works contract.

Deliver to the Principal's Representative a final copy of the full specification for the Principal's Representatives review of compliance to Local Government and the COR's tendering and contracting policies and practices. The specification shall be a final version and shall be provided in sufficient time as to allow the Principal's Representative to review the specification and advise the Consultant of any areas that may need attention. The Consultant shall be responsible for ensuring that this review process and any subsequent editing of the specification required by the Consultant as a consequence of the Principal's Representative's review does not delay the delivery of the tender documents as described here under.

Deliver to the Principal's Representative:

- The pre-tender estimate;
- Schedule of Charges ie; Headwork's etc;
- Schedule of items to be supplied by Principal, and;
- Calculation of building's pre-qualification and confirmation of priority access requirements.
- The tender documents in an electronic word format and the drawings in AutoCad format.

### **3.6 CONTRACT ADMINISTRATION**

The Consultant shall nominate within its proposal a senior and experienced staff member to administer the Contract as the Superintendent's Representative. This includes issuing instructions, certificates and variation orders authorised by the Principal, the preparation of any additional drawings needed to clarify the works and providing advice and technical support in any disputes that may arise out of the contracts.

Periodically inspect the works and attend site meetings and ensure the appropriate sub-consultants also attend.

Note: The construction work is not expected to commence for approximately 12 months from the completion of the detailed design.

Monitor the contractors compliance with its:

- Workplace Safety and Health obligations under the Contract and ensure copies of the Contractor's Safety Management Plan, Safety Procedures and its monthly audits are available on site.
- Use of local suppliers and subcontractors.
- Recycling of materials requirements by auditing the disposal destination documentation for green waste, earth, fill, brick, mortar, concrete, and metal that are recycled either by use on-site or by deliver to a recycling facility.

The above items shall be a standing agenda item at each site meeting and any non-compliance shall be reported to the Principal's Representative as soon as practicably possible.

The contract administration services are to continue until the project reaches Final Completion –

Every four weeks provide two (2) copies of report, signed by the Superintendents Representative that includes a minimum :

- Monthly Progress Report
- Summary of Superintendents Directions;
- Summary and Status of Disputes;
- Building Cost – include tender sum, summary of variations issued, pending and anticipated including value, value of contingency sum uncommitted and payments of date;
- Project Time including original approved practical completion date, revised approval practical complete date, estimated practical completion date, summary of extension of time of approved and claimed;
- Networked Building Program – marked up t show progress;
- Construction Cashflow Chart;
- Critical Issues – include corrective action;
- Compliance issues;
- Overall percentage of project completed;
- Interim Contractor's Performance Report.

#### **3.6.1 Practical Completion Report**

At practical completion of the building works contract provide two (2) copies of a report, signed by the Superintendents Representative that includes as a minimum:

- Practical Completion Defects List;

- Practical Completion Certificate;
- Financial Statement.

### **3.6.2 Project Handover**

The Consultant shall:

One month prior to Practical Completion, invite all nominated parties to Practical Completion Handover Meeting. A standard agenda for these meetings will be provided by the Principal's Representative;

Chair Practical Completion Handover Meeting, prepare and forward minutes;

Prior to completion of the Defects Liability Period, arrange a meeting (if necessary) or otherwise liaise with the Contractor and Principal's Representative to ensure that all defects are resolved and; Report to Principal's Representative on results of meeting.

### **3.6.3 Site Visits**

The Consultant shall allow in its Tender for all site visits necessary to complete the works.

## **3.7 GENERAL**

### **3.7.1 Sub Consultants**

Any Sub-consultants used are to be engaged by the Consultant and any engagement shall not impact on the Consultants obligations to the Principal.

The price schedule in Section 4.4 should include the cost of any sub-consultants required to complete the tender requirements.

The purpose of this clause is to ensure that the City is satisfied with the standard of sub-consultants used by the architect. The architect is responsible for determining and providing a full cost estimate for any sub-consultants that may be required for the completion of full documentation of the multi storey car park to enable the City to go directly to Tender for the construction of the building.

### **3.7.2 Minimum Requirements For Design And Checking**

General

The Consultant shall ensure that all structural design and documentation is independently checked. The firms and the personnel involved in the design and checking process shall meet the minimum requirements listed below.

#### ***Design Engineer***

Shall have practical design experience in building structures commensurate with the value and complexity of the project; and

Shall be eligible for membership of the Institution of Engineers, Australia as either; A Corporate Member, or a Graduate Member.

#### ***Check Engineer***

Shall not have been directly involved in the design or planning of the work to be checked.

May be a member of the design firm or a member of an independent firm.

Shall be eligible for membership of the Institute of Engineers, Australia.

Shall have;

- A minimum of 10 years practical experience in structural engineering for major or complex projects; or
- A minimum of 5 years practical experience in structural engineering for minor projects of not more than 2 storeys in height.

### **3.7.3 Commonwealth Disability Discrimination Act 1992**

The Principal is aware of the changes to the Building Code of Australia (BCA) with regards to disability access and compliance with the Commonwealth Disability Discrimination Act 1992. The Consultant is deemed to be conversant with the intent and contents of the current BCA, the Disability Access to Premises – Buildings Standards 2010, the Commonwealth Disability Discrimination Act 1992 (DDA) and the DDA Advisory Notes on Access to premises, as compliance with the BCA does not, at this stage, guarantee that the access requirements of the DDA have been met.

Similarly, when the project brief conflicts with the DDA and the amendments to the BCA the Consultant shall, as soon as practicable, advise the Principal. Such advice shall include details of the extent of conflict and the cost implications of this.

Any required information not available in these documents can be obtained by contacting Mr Andrew Davidson, Project Coordinator Capital Projects.

### ***3.8 CONTRACT COMPLETION***

The contract completion date shall be no later than 22 weeks after award of contract (issuing of acceptance letter by the City of Rockingham).

### ***3.9 ATTACHMENTS***

1. Civic Core Concept Plan
2. DPD-005/13

# 4 TENDERERS RESPONSE

## 4.1 FORM OF TENDER

### Tender No T13/14-28 for: Architectural Services - For the Preparation of Design Brief, Detailed Design and Documentation of the Rockingham City Centre Parking Facility

TO: The City of Rockingham

I/We the undersigned, agree to undertake the above works at the prices set out in the Price Schedule/s and in strict accordance with the accompanying Special Conditions of Tendering and Contract, General Conditions of Tendering and Contract, Drawings, Samples, Specifications and Annexes, all of which I/We acknowledge have been read and understood.

I/We agree that unless and until a Formal Agreement is prepared and executed, this tender and the acceptance thereof shall constitute a binding contract between us.

It is understood that you are not bound to accept the lowest or any tender you may receive.

Name of Tenderer \* .....

ACN.....ABN .....

Address/Street \* .....

Suburb.....State.....Postcode.....

Postal Address.....State.....Postcode.....

Phone (.....).....Facsimile (.....).....Mobile .....

Email .....

Full Name of Authorised Officer .....

Title.....

Signature of Authorised Officer.....Date.....

Full Name of Witness .....

Signature of Witness.....Date .....

- \* If a partnership or firm, the full names, addresses and occupations of all members must be shown or attached, in addition to the ABN, business address and business of the firm.
- \* If a company registered within the State of Western Australia, the ACN, ABN, registered office and principal place of business in the State must be shown.
- \* If a company not resident or registered within the State of Western Australia, the full name, address and occupation of the Tenderer's agent in the State must be shown in addition to the Tenderer's ACN, ABN, registered office and principal place of business outside of the State.



**4.2 TENDERER'S RESPONSE**

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 4 are to be completed and returned to the Principal as they form part of your Tender submission).

**4.2.1 Agents**

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it " <b>Agents</b> ".	<b>"Agents"</b>	Tick if attached <input type="checkbox"/>

**4.2.2 Trusts**

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled " <b>Trusts</b> ": (a) give the name of the trust and include a copy of the trust deed (and any related documents);and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	<b>"Trusts"</b>	Tick if attached <input type="checkbox"/>

**4.2.3 Conflicts of Interest**

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it " <b>Conflicts of Interest</b> ".	<b>"Conflicts of Interest"</b>	Tick if attached <input type="checkbox"/>

**4.2.4 Financial Position**

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No

Full Name of Authorised Officer .....

Title.....

Signature of Authorised Officer.....Date .....

**COMPLETE AND RETURN THIS PART**

**4.2.5 Insurance Coverage**

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “ <b>Insurance Coverage</b> ”. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.			<b>“Insurance Coverage”</b>	Tick if attached <input type="checkbox"/>
<b>Type</b>	<b>Insurer – Broker</b>	<b>Policy Number</b>	<b>Value (\$)</b>	<b>Expiry Date</b>
Public Liability				
Workers Compensation				
Professional Indemnity Insurance				

**4.3 SELECTION CRITERIA**

**4.3.1 Compliance Criteria**

Please select with a yes or no whether you have complied with the following compliance criteria:

<b>Description of Compliance Criteria</b>		
(a)	Compliance with the Specification contained in the Request.	Yes / No
(b)	Compliance with the Conditions of Tendering this Request.	Yes / No
(c)	Compliance with the Special Conditions of Contract.	Yes / No
(d)	Compliance with Insurance Requirements	Yes / No
(f)	Compliance with and completion of the Price Schedule.	Yes / No

**4.3.2 Qualitative Criteria**

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

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

Full Name of Authorised Officer .....

Title.....

Signature of Authorised Officer.....Date .....

<p><b>Performance and experience of Tenderer in supplying similar goods or completing similar projects</b></p> <p><b>Relevant Company/Business Experience</b></p> <p>Describe your experience in completing / supplying similar Requirements. Tenderers must, as a minimum, address the following information in an attachment and label it “<b>Relevant Experience</b>”:</p> <p>(a) Provide details of similar work, including scope of involvement and outcomes;</p> <p>(b) Attach a copy of your organisation structure and provide background information on your company.</p> <p>(c) Complete Part 4.5 – “Project Reference Sheet”. Detailing projects of a similar nature completed.</p> <p>(d) Status of organisation with respect to quality accreditation and systems -Tenderers shall provide evidence of Australian Standard or ISO Standard accreditation and/or internal documented systems and processes (evidence required only, e.g Cover Page and Index Page).</p>	<p><b>Weighting</b> <b>30%</b></p>	
	<p>“<b>Relevant Experience</b>”</p>	<p><b>Tick if attached</b> <input type="checkbox"/></p>

<p><b>Level of service as determined by capability/competence of Tenderer to perform the work required</b></p> <p><b>Key Personnel skills and experience</b></p> <p>Tenderers should provide as a minimum information of proposed personnel to be allocated to this project, such as:</p> <p>(a) Their role in the performance of the Contract;</p> <p>(b) Curriculum vitae;</p> <p>(c) Membership to any professional or business association;</p> <p>(d) Recent experience in a contract project of similar size and scope;</p> <p>(e) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement; and recent experience in a contract project of similar size and scope;</p> <p>(f) Any sub consultants to be used, including; the name, address, qualifications and the requirements that they will be contracted for.</p> <p>(g) Any additional information.</p> <p>Supply details in an attachment and label it “<b>Key Personnel</b>”.</p>	<p><b>Weighting</b> <b>25%</b></p>	
	<p>“<b>Key Personnel</b>”</p>	<p><b>Tick if attached</b> <input type="checkbox"/></p>

Full Name of Authorised Officer .....

Title.....

Signature of Authorised Officer.....Date .....

**COMPLETE AND RETURN THIS PART**

<p><b>Tenderers Resources &amp; Delivery/Availability to supply and sustain works required</b></p> <p>Tenderers should provide as information, such as:</p> <p>(a) Any contingency measures or back up of resources including personnel (where applicable);</p> <p>(b) Tenderers Current Commitment Schedule (Section 4.6)</p> <p>(c) capacity to resource the work, i.e. current workload versus forecast workload including this contract</p> <p>Supply details in an attachment and label it <b>“Resources &amp; Delivery/Availability”</b>.</p>	<p><b>Weighting</b></p> <p><b>10%</b></p>	
	<p><b>“Resources”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>

<p><b>Price Considerations</b></p> <p>The price to supply the services in accordance with the Request</p>	<p><b>Weighting</b></p> <p><b>35%</b></p>
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Full Name of Authorised Officer .....

Title.....

Signature of Authorised Officer.....Date .....

**4.4 PRICE SCHEDULE**

Tenderers shall amend the quantities included in the Price Schedule to which they do not agree, and enter any additional items that may have not been listed. The Lump Sum Tender Price for the Contract shall be the amount entered in the total column of the Price Schedule.

The tender (contract) rates shall be exclusive of the Goods and Services Tax (GST), ie before any applicable GST is added. Where appropriate the GST shall be charged in addition to the tender (contract) rates.

**Separable Portion 1**

**4.4.1 Brief Finalisation**

Item	Description	Total Estimated Hours	Total Lump Sum Price (\$) *
1.	Review and Consultation Process		
2.	Preparation Interim Brief		
3.	Brief Finalisation and Concept Design		
4.			
<b>Total</b>			

**4.4.2 Design Development**

Item	Description	Total Estimated Hours	Total Lump Sum Price (\$) *
1.	Schematic Design		
2.	Design Development Report		
3.	Specifications/Tender Contract Documentations		
4.			
<b>Total</b>			

<b>Total – Brief Finalisation &amp; Design Development</b>		
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**Separable Portion 2**

**4.4.3 Contract Administration**

(Contract Administration is expected to commence approximately twelve months from the completion of the design development)

Item	Description	Total Estimated Hours	Total Lump Sum Price (\$) *
1.	Project Reporting and Monitoring		
2.	Handover and Practical Completion		
<b>Total</b>			

Full Name of Authorised Officer .....

Title.....

Signature of Authorised Officer.....Date .....

**4.4.4 Summary of Services**

**(Breakdown of Services used to calculate the total of 4.4.1 and 4.4.2)**

Item	Description	Total Estimated Hours	Total Lump Sum Price (\$)
1.	Architectural Services		
2.	Mechanical Services		
3.	Structural Services		
4.	Civil Engineering Services		
5.	Hydraulic Services		
6.	Electrical Services including specialist lighting, security and voice/data communications		
7.	Environmental Sustainability Design Services		
8.	Land Surveyor		
9.	Geotechnical Engineer		
10.	Other: Please Specify		
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
<b>Total (This total should equal the sum of 4.4.1 and 4.4.2)</b>			

Full Name of Authorised Officer .....

Title.....

Signature of Authorised Officer.....Date .....

**4.4.5 Schedule of Dayworks Labour Rates for Additional Works (if required)**

1. Tenderers shall list below the hourly rates, excluding GST, payable for various occupational groups which may be employed on site.
2. The rates shall include all allowances including overheads and profit and attendance.

Occupation	Rate Per Hour \$ (Ex.GST)
Project Director	\$
Project Manager	\$
Project Engineer	\$
Design Engineer	\$
Architect	\$
Design Draftsman	\$
Technical Officer	\$
Other Classifications (List Here Under)	\$
Cost Estimator	\$

Full Name of Authorised Officer .....

Title.....

Signature of Authorised Officer.....Date .....

**4.5 PROJECT REFERENCE SHEET**

Complete the following details and submit with your Tender labelled as “**Project Reference Sheet**”.

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

**4.6 CURRENT COMMITMENT SCHEDULE**

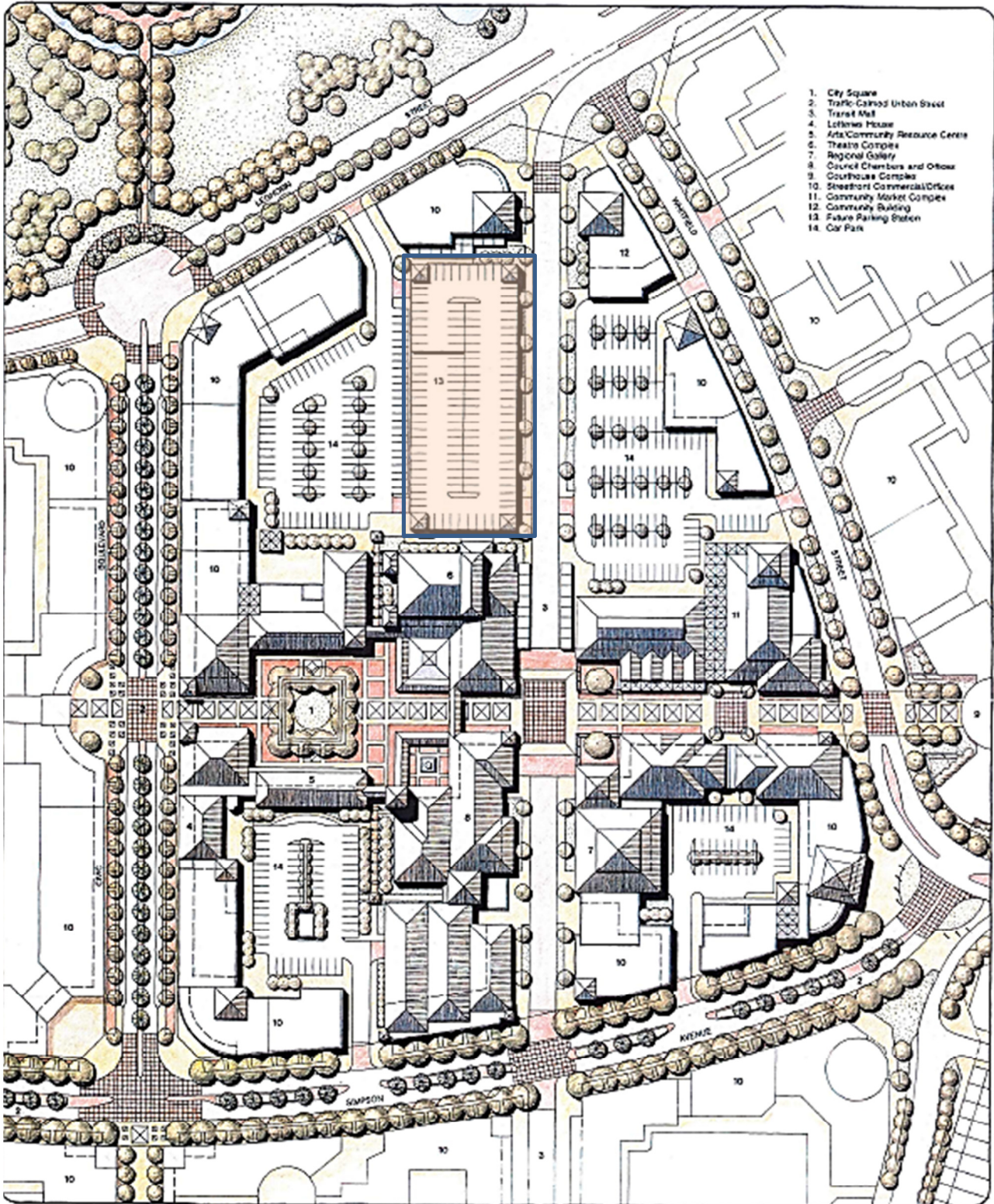
Complete the following details and submit with your Tender labelled as “**Current Commitment Schedule**”.

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



# 5 ATTACHMENTS

DPD-005/13 - Attachment 1



## CIVIC CORE CONCEPT PLAN ROCKINGHAM CITY CENTRE



