



REQUEST FOR TENDER

Request for Tender (RFT)	DESIGN AND CONSTRUCT FOR STAFF HOUSING IN KUNUNURRA AND WYNDHAM
Deadline	16:00 Hrs, 26 th November 2010
Address for Delivery	Chief Executive Officer Shire of Wyndham East Kimberley 115 Coolibah Drive PO Box 614 KUNUNURRA WA 6743
RFT Number	T07-10/11

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READ AND KEEP THIS PART

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1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

Design and construct four dwellings, three in Kununurra and one in Wyndham. Two dwellings will have three bedrooms but with a dual key configuration, and the other two dwellings will have two bedrooms and be constructed as a dual occupancy.

A full statement of the services required under the proposed contract appears in the Specification (Part 2)

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following documents:

Bound into this volume:

- (a) Part 1 – Principal's Request (read and keep this part);
- (b) Part 2 – Specification
- (c) Part 3 – Tenderer's Offer **(complete and return this part)**;
- (d) Part 4 – Appendix A – Special Conditions of Contract (read and keep this part);
- (e) Part 5 – Appendix B – General Conditions of Contract (read and keep this part);
- (f) Part 6 – Appendix C – Contractor's Occupational Safety and Health Management System Questionnaire **(complete and return this part)**;
- (g) Part 7 – Appendix D – Tenderer's Safety Record **(complete and return this part)**;
- (h) Part 8 – Appendix E – Project Reference Sheet **(complete and return this part)**;
- (i) Part 9 – Appendix F – Tenderer's Resources Schedule **(complete and return this part)**;
- (j) Part 10 – Appendix G – Site Details
- (k) Part 11 – Appendix H – Draft Coolibah Design Guidelines

Reference Documents:

- (a) General conditions of contract for design and construct AS 4902-2000.

1.3 DEFINITIONS

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

Attachments:	The documents you attach as part of your Tender;
Australian Standard (AS):	Refers to the latest revision, including any applicable amendments, of the quoted standard document;
Contractor	Means a Tenderer whose offer has been accepted by the Principal with or without modification.
Contract:	Means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor;
Council:	The Principal's Commissioners or Councillors (as the case may be) of the Principal.
Deadline:	The deadline for lodgement of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract for Design and Construct AS 4902-2000
Offer:	Your offer to be selected to supply the Requirements;
Principal:	The Shire of Wyndham East Kimberley
Request:	This document;

- Requirements:** The work requested by the Principal;
- Selection Criteria:** The criteria used by the Principal in evaluating your Tender;
- Special Conditions:** The additional contractual terms;
- Specification:** The statement of Requirements that the Principal requests you to provide if selected;
- Superintendent:** Daniel Cox, Building Surveyor, Shire of Wyndham East Kimberley
- Project Manager:** Nick Kearns –Director Development Services, Shire of Wyndham East Kimberley
- Tender:** Completed Offer, response to Selection Criteria, Attachments and proposed Project Schedule;
- Tender Period:** The time between advertising the Request and the Deadline;
- Tenderer:** Someone who has or intends to submit an Offer to the Principal.
- Works or Services:** Both mean the requirements, services, or the whole of the work to be carried out and completed under the Contract including variations.

1.4 HOW TO PREPARE YOUR TENDER

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

1.5 CONTACT PERSON

Tenderers should not rely on any information provided by any person other than the person listed below:

Enquiries

Name: Nick Kearns
Director Development Services
Shire of Wyndham East Kimberley

Telephone: (08) 9168 4100

Facsimile: (08) 9168 1798

Email: nick.kearns@swek.wa.gov.au

Any requests for information or clarification should be in writing and directed to the Contact Person nominated in this Request in the first instance and may be subject of an Addendum to this Request.

No discussions will be entered into between Tenderers and the Principal's officers or representatives present or otherwise, concerning the Property or Properties. Tenderers entering into any discussion or attempting to influence the outcome of this request for Tender may be excluded from consideration.

No requests for information or clarification to the Tender Documents will be accepted later than two (4) working days prior to the Deadline of this Request.

1.6 TENDER BRIEFING/SITE INSPECTION

Site inspections can be arranged by appointment.

Contact Nick Kearns on Office 08 9168 4100 or Mobile 0428 473 432

Attendance at a Site inspection is not mandatory.

1.7 EVALUATION PROCESS

This is a Request for Tender (RFT).

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, whose Tender is considered the most advantageous Tender to the Principal.

1.8 SELECTION CRITERIA

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to carry out the construction 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.

1.8.1 COMPLIANCE CRITERIA

These compliance requirements are detailed within Part 3 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.

1.8.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 3 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.

1.8.3 PRICE CONSIDERATIONS WEIGHTED COST CRITERIA

The weighted price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Refer to Part 3, Section 3.3.2 for detailed information.

1.9 PRICE BASIS

FIXED PRICES

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

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

1.10 CONDITIONS OF TENDERING

1.10.1 CODE OF PRACTICE

In consideration of being permitted to tender, the Tenderer promises as a fundamental condition that it will act in accordance with the Building Codes Australia 2010 and the Residential Codes in this Request and in any contract arising out of this Request.

The Principal may require the Tenderer to make the attestation prescribed in AS 4120-1994 section 7.5 which deals with malpractice.

1.10.2 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is on Friday 26th of November 2010 at 16:00 Hrs in Australian Western Standard Time.

The Tender is to be:

- (a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request;
- (b) delivered by hand and placed in the Tender Box at 115 Coolibah Drive, Kununurra, WA 6743 (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer P.O. Box 614, Kununurra, WA 6743; and
- (c) Electronic mail Tenders and Tenders submitted by facsimile will not be accepted.

The Principal does not accept responsibility for any tenders received late via mail.

Tenderers must ensure that they have provided at least three signed copies of their Tender one to be marked "ORIGINAL" the others to be marked "COPY". Any brochures or pamphlets must be attached to both the original and the copies.

All copies must be bound except the original, which must be unbound and clipped (not stapled).

All pages must be numbered consecutively and the Tender must include an index.

You may also provide an electronic copy but this must be readable by Microsoft Office applications.

1.10.3 REJECTION OF TENDERS

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

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

1.10.4 LATE TENDERS

Tenders received:

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

will not be accepted for evaluation.

1.10.5 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.10.6 GENERAL CONDITIONS OF CONTRACT

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract.

1.10.7 PRESENTATION OF TENDER DOCUMENTS

The Specification has been collated by mechanical means and Tenderers should check to ensure that it includes all pages which are numbered consecutively and that all supplements referred to are also included.

Supplements that have been referred to in any section of the Specification are included at the back of the document and shall be read with the section to which they refer.

1.10.8 PAYMENT OF INDUSTRY TRAINING FUND LEVY

The Contractor is deemed to be the project owner under the Building and Construction Industry Training Fund and *Levy Collection Act 1990*.

The Contractor shall pay all levies required to be paid under this Act.

1.10.9 REGISTRATION OR LICENSING OF CONTRACTORS

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Tenderer shall state on the Tender Form in the space provided, its registration or license number.

The Tender may not be considered if the Tenderer fails to provide such registration or license number.

1.10.10 ALTERNATIVE TENDERS

All Alternative Tenders must be accompanied by a conforming Tender.

Where an alternative is tendered the Tenderer shall include a fully detailed description and shall state clearly the manner in which it differs from that specified and must be clearly marked “**ALTERNATIVE TENDER**”.

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

Any alternate “General Conditions of Contract” contained in the Tenderer Offer will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.10.11 GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

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

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

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

A. RECIPIENT CREATED TAX INVOICE AGREEMENT

Where the Tenderer is Registered for GST, it shall lodge with the Principal within two days from the date of the request from the Principal; the “Recipient Created Tax Invoice Agreement” included in the specification. The lodged “Recipient Created Tax Invoice Agreement” shall be completed and signed by a person authorised to do so.

Failure to lodge the completed and signed “Recipient Created Tax Invoice Agreement” within the time frame, when requested by the Principal, may result in the Tender being passed over.

B. OTHER DEFINITIONS AND IMPACT OF GST REGISTRATION TENDER SUM

Where the Tenderer declares in the Form of Tender that it **IS** registered for GST then its Tender Sum shall be deemed to be GST inclusive.

Where the Tenderer declares in the Form of Tender that it **IS NOT** registered for GST then its Tender Sum shall be deemed to be GST exclusive.

The Tender Sum will be value on which the Tender is accepted.

VALUE OF WORK

Where the Tenderer declares in the Form of Tender that it **IS** registered for GST then the Value of Work shall be deemed to be ten elevenths of the Tender Sum.

Where the Tenderer declares in the Form of Tender that it **IS NOT** registered for GST then the Value of Work shall be deemed to be eleven elevenths of the Tender Sum.

Wherever the Value of Work is referred to in these Conditions of Tendering it shall have the meaning as stated in the immediately preceding two paragraphs and as determined by the Tenderer's status in regard to registering for GST.

The Principal will use the value of work in its assessment of the lowest conforming Tender and the application of any preferences allowable in this Request.

1.10.12 MONETARY VALUES

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

1.10.13 CUSTOMS DUTY

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

1.10.14 SITE ALLOWANCES

This contract is not subject to adjustment for site allowances.

1.10.15 DISCLOSURE OF CONTRACT INFORMATION AND DOCUMENTS

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

1.10.16 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- (a) Examined the Request and any other information available in writing to Tenderers for the purpose of tendering. The Principal does not represent that any information made available completely shows the existing site or sub-surface conditions. The Tenderer is to accept full responsibility for their own interpretations, deductions, and conclusions made from the information provided by the Principal;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- (d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith; and
- (e) Satisfied themselves they have a full set of the Request documents and all relevant Attachments.

The Principal does not warrant or guarantee the accuracy or completeness of any information given to or received by a Tenderer and disclaims all responsibility, whether in tort or contract, in respect of that information. The Tenderer is to make its own interpretations, deductions and conclusions from the information made available to it and its own investigations and accept full responsibility for those interpretations, deductions and conclusions.

1.10.17 ALTERATIONS

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

1.10.18 ADDENDUM

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

1.10.19 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any credit rating agency;
- (b) any financial analytical assessment undertaken by any agency; and
- (c) any information produced by the Bank, financial institution, or accountant of a Tenderer

So as to assess that Tender and may consider such materials as tools in the Tender assessment process.

1.10.20 OWNERSHIP OF TENDERS

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

1.10.21 CANVASSING OF OFFICIALS

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

1.10.22 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Tenderer's Offer form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.10.23 TENDER OPENING

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

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

The Tender opening will be held on 29th of November 2011 at 16:30Hrs at Shire of Wyndham East Kimberley, 115 Coolibah Drive, Kununurra, WA 6743.

1.10.24 IN-HOUSE TENDERS

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

1.10.25 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.

1.10.26 TENDER VALIDITY PERIOD

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

1.10.27 REFERENCES

The Principal may have access to and give consideration to any reference checks undertaken as part of the selection criteria in ascertaining any qualities that are relevant to the proposed contract.

1.10.28 PUBLICITY

The Tenderer must not make any public statements, releases to the media, or the Principal's name for promotional purposes concerning this Request for Tender. Any public statements, releases to the media, or use of the Principal's name for promotional purposes may exclude the Tenderer from consideration.

2 SPECIFICATION

2.1 INTRODUCTION

The Shire, as part of its housing replacement has programmed to construct new houses in Kununurra and Wyndham. This includes the development of two sites in Kununurra, being on Lots 42 and 44 Coolibah Estate, and on one site in Wyndham, being on Lot 829 Koolama Street.

2.2 SCOPE OF WORK

The Shire requires two 3 bedroom dwellings to be constructed, one on Lot 44 Coolibah Estate, Kununurra and one on Lot 829 Koolama Street, Wyndham. At least one bedroom within these dwellings must be separately lockable as a dual keyed arrangement, which is explained further in this document. The Shire also requires two, 2 bedroom dwellings to be constructed on Lot 42 Coolibah Estate, as a dual occupancy, however, none of these dwellings need separately lockable bedrooms. The minimum specifications of this are explained in this section, being the Specification. Tenderers should, nevertheless, be mindful that the proposed dwelling in Wyndham will need to meet Cyclone Region C and Terrain Category Two.

Houses are proposed to meet the current BCA 2010 Energy Efficiency 6 Star rating

Although you will be expected to submit a planning application for Lot 42 and a Building Licence application for all three lots the fees will be waived.

Design considerations are further explained in this section of the tender specification, and Tenderer's should note additional design requirements that are relevant to construction in the Coolibah Estate, which are attached in Appendices 9.4.

Tenders should also be aware that the Shire intends to build additional housing on Lot 829 Koolama Street, Wyndham, and extending onto Shire owned land to the west – of this land. Accordingly, tenderers should aim to design and construct a dwelling on the eastern portion of the land (the notional building area), ie nearest to the Timor Street intersection.

Note; The Shire is to carry out all landscaping and irrigation.

The Works include:

- Preparation of the site and all associated preliminary site works and investigations.
- Construction on a concrete slab, steel framed wall and roof, with external roof and walls Colorbond clad (Not Zinalume). Internally the walls will be plaster boarded and flushed including coving to the ceiling.
- Any deck to be treated with termite resistant wood.
- Tidy up site upon completion.

2.2.1 DUAL KEY

The three bedroom dwellings must have a dual key configuration; meaning for at least one building must be separately lockable and accessible.

This area must also be relatively self-contained inasmuch as it will have its own en-suite (which may be semi accessible) a, small living area and kitchenette, and a small outdoor living area, which may include a courtyard or decked space.

The dual key accommodation must also be separately metered for power and water usage.

2.2.2 SITE PLAN AND CONCEPT PLAN

Tenderer's must provide site plans and concept plans for the design and construction of all dwellings, and in response to this request for tender. The site plan must be to scale and show the siting of dwellings relative to property boundaries, clearly indicating main pedestrian and vehicle access, external storage, clothes drying and main outdoor living areas. The concept plans must also be to scale and show all habitable areas, wet areas and other non-habitable spaces, such as entries, halls, storage areas, covered outdoor living areas, and carport. The site plans and concept plans will be expected to be refined and updated in discussion with the Principal prior to the preparation of detailed construction drawings.

Detailed construction drawings of the floor plans and elevations are required for the project, but will be prepared following agreement of the site and concept plans as referred to above.

2.2.3 STANDARD INCLUSIONS.

All dwellings, in addition to the dual keyed accommodation, must have:

- One main bedroom with en-suite.
- A storage area accessible, from the exterior of the dwelling.
- A carport with the capacity for parking for two vehicles.
- External tap suitably located for the connection of an irrigation system and a mains powered electrical external socket outlet to this local.

2.3 DESIGN

In addition to the specific design consideration in the Coolibah Estate, the following additional design criteria are specified:

2.3.1 BREEZE PATHS

1. All dwellings must be designed to maximize cross ventilation and breeze paths to all habitable rooms and this should be clearly illustrated on the concept plans.
2. Habitable rooms should have at least two openable windows, and at least one openable window on each external wall. Large windows with louvers will be preferable.
3. Bedrooms must have at least one openable window on each external wall to promote breeze flow. Again, larger windows with louvers will be preferred.

2.3.2 OUTDOOR LIVING AREAS

1. Outdoor living areas should be located sensibly in relation to the main habitable areas and relative to breeze paths.
2. A minimum of at least 16 sqm2 must be provided for the outdoor living areas as defined outdoor room or outdoor living space, with the appropriate screens and considerations to integrate this opening into the overall dwelling design as a functional space.

2.3.3 SHADING

1. Effective use of shading devices and landscaping for shade is encouraged.

2.3.4 PEDESTRIAN ACCESS.

1. Clearly define and separate pedestrian and vehicle entries. i.e. No entry through carports or garages.

2.3.5 SURVEILLANCE

1. At least one habitable room to the front of the building to have a window that looks out to the street.
2. Appropriate security PIR activated light to the front entrance area.

2.3.6 MATERIALS

1. Typical Kimberley materials – floorboards, Colorbond, Plasterboard, concrete, products are preferred. Materials for Wyndham must meet the cyclone rating which is Cyclone Region C Terrain Category two.
3. Street elevations are to be composed with material colour and texture differentiation to avoid monotone, and/or monolithic single materials.

2.3.7 SUSTAINABILITY

In addition to the design considerations such as breeze paths and ventilation the tenderer must give consideration to:

1. Low wattage LED lighting
2. Solar water heating.
3. Photovoltaic cells for power credits (REPS meter).
4. Grey water re use.
5. Use of light weight construction materials.
6. Insulation
7. Ceiling fans.
8. Vent able roof spaces.
9. Light coloured internal and external finishes.

2.4 SITES

Refer to Appendix 10

2.5 MATERIALS SUPPLIED BY THE PRINCIPAL

Not Applicable

2.6 PRECEDENCE OF DOCUMENTS

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

3 TENDERER'S OFFER

3.1 FORM OF TENDER

Chief Executive Officer
Shire of Wyndham East Kimberley
115 Coolibah Drive WA 6743

I/We _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN/GST Status _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to RFT T07 10/11 Design and construct staff housing in Kununurra and Wyndham:

Under and subject to the Conditions of Tendering annexed hereto I/we, the undersigned hereby Tender the following sum to complete the Works referred to in the Request for Tender.

(AMOUNT IN WORDS)

(\$ _____)
(Numerals)

And I/we undertake to perform the work under the Contract in accordance with General Conditions of Contract attached as the Appendix B to this Request and its Annexure and Specifications, which documents I/we have examined, and I/we agree that this Tender shall remain binding on me/us for ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing and shall not be withdrawn during that period.

Dated this _____ day of _____ 20__

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

3.2 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 3 are to be completed and returned to the Principal as they form part of your Tender submission).

3.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it “Organisation Structure” .	“Organisation Structure”	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it “ASC Company Extracts” .	“ASC Company Extracts”	Tick if attached <input type="checkbox"/>

3.2.2 REFEREES

Attach details of your referees, and label it “Referees” . You should give examples of work provided for your referees where possible.	“Referees”	Tick if attached <input type="checkbox"/>
---	-------------------	--

3.2.3 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 “Agents” .	“Agents”	Tick if attached <input type="checkbox"/>

3.2.4 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled “Trusts” : (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.	“Trusts”	Tick if attached <input type="checkbox"/>

3.2.5 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled “Subcontractors” provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	“Subcontractors”	Tick if attached <input type="checkbox"/>

3.2.6 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
---	----------

PART 3 COMPLETE AND RETURN THIS PART

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 “ Conflicts of Interest ”.	“Conflicts of Interest”	Tick if attached <input type="checkbox"/>
--	--------------------------------	--

3.2.7 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	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “ Financial Position ” include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	“Financial Position”	Tick if attached <input type="checkbox"/>

3.2.8 QUALITY ASSURANCE

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to subcontract, does your subcontractor have a “third party” quality management system in place?	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier’s or subcontractor’s position, in an attachment labelled “ Quality Assurance ”.	“Quality Assurance”	Tick if attached <input type="checkbox"/>

3.2.9 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 “ Insurance Coverage ”. A copy of the Certificate of Currency is to be provided to the Principal within 14 (fourteen) days of acceptance.				“Insurance Coverage”	Tick if attached <input type="checkbox"/>
<i>Type</i>	<i>Insurer – Broker</i>	<i>Policy Number</i>	<i>Value (\$)</i>	<i>Expiry Date</i>	
Public Liability					
Worker Compensation					

If you propose to subcontract, does your subcontractor have a Public Liability and Workers Compensation detail of which must be supplied to the Principal within 14 (fourteen) days post award date of tender.

3.2.10 OCCUPATIONAL SAFETY AND HEALTH

Tenderers must complete Appendix D “Tenderer’s Safety Record” and submit it marked “ Tenderer’s Safety Record ”.	“Tenderer’s Safety Record”	Tick if attached <input type="checkbox"/>
Tenderers must complete Appendix C “Contractor’s Occupational Health and Safety Management System Questionnaire and submit it marked “ Contractor’s Health & Safety Questionnaire ”.	“Contractor’s Health & Safety Questionnaire”	Tick if attached <input type="checkbox"/>

3.3 SELECTION CRITERIA

3.3.1 COMPLIANCE CRITERIA

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

Description of Compliance Criteria	
(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 Quality Assurance requirement for this Request.	Yes / No
(d) Compliance with all necessary Licences and Registrations.	Yes / No
(e) Compliance with and completion of the Price Schedule.	Yes / No

3.3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderer's must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderer 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.

Criteria	Weighting [%]
1 Price	50
2 Local Indigenous Employment	10
3 Design	20
4 Relevant Experience	20
TOTAL	100 %

1) Price Complete the Price Schedule in Part 3.	Weighting <50%>	
	“Price”	Tick if attached <input type="checkbox"/>

2) Local Indigenous Employment Tenderer should provide details of their indigenous employees and those of any subcontractors for the duration of the contract. This needs to include; <ul style="list-style-type: none"> (a) number of current or proposed local indigenous employees and the percentage relative to full time employees. (b) number of sub-contractors current or proposed local indigenous employees and the percentage relative to full time employees. Tenderers must, as a minimum, address the above information and label it “Local Indigenous Employment” .	Weighting (10%)	
	“Local Indigenous Employment”	Tick if attached <input type="checkbox"/>

PART 3**COMPLETE AND RETURN THIS PART**

3) Design Design is defined as conformity or ability to meet the design criteria described in part 2.3 of this document. Design is demonstrated by the attachment of preliminary site and concept designs for each dwelling as described in part 2.2.2 of this document. These plans will be subject to refinement once the tender is accepted. Tenders are also to include: <ul style="list-style-type: none"> • Proposed timeline to complete the works; • The current BCA 2010 Energy Efficiency 6 Star rating for the design; and • Any warranties that will be provided. Tenderer must, as a minimum, address the following information and label it “Design” .	Weighting (20%)	
	“Design”	Tick if attached <input type="checkbox"/>

4) Relevant Experience Describe your experience in completing similar projects. Tenderers must, as a minimum, address the following information and label it “Relevant Experience” : <ol style="list-style-type: none"> Provide details of similar work; Provide scope of the Tenderer’s involvement; Demonstrate competency and proven track record of achieving outcomes; and Complete Appendix E – “Project Reference Sheet”. Demonstrate that your organisation has the capacity to resource the work i.e. current workload versus forecast workload including this Contract expressed as a percentage; Provide details on the length and nature of relationship of your subcontractors and your organisation, For any subcontractors include the any relevant Current Registrations held, their intended role. 	Weighting (20%)	
	“Relevant Experience”	Tick if attached <input type="checkbox"/>

3.4 PRICE INFORMATION

Tenderer **must** complete the following Price Schedule. Before completing the Price Schedule, Tenderer should ensure they have read this entire Request.

3.4.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes / No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled “Discounts” .	“Discounts”	Tick if attached <input type="checkbox"/>

3.4.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes / No
--	----------

3.4.3 SCHEDULE OF RATES FOR LABOUR AND DAYWORKS

The Tenderer shall list below the hourly rates payable for various occupational groups which may be employed on the Site including any applicable Goods and Services Tax (GST). These rates will be used for any variations.

ITEM	RATE PER HOUR (ex GST)	GST Component	RATE PER HOUR (inc GST)
Designer/architect			
Engineer			

PART 3**COMPLETE AND RETURN THIS PART**

ITEM	RATE PER HOUR (ex GST)	GST Component	RATE PER HOUR (inc GST)
Building contractor (supervisor)	\$	\$	\$
Sub-contractors (if known)	\$	\$	\$
Labourer	\$	\$	\$
Plumber	\$	\$	\$
Joiner Carpenter	\$	\$	\$
Tiler	\$	\$	\$
Bricklayer	\$	\$	\$
Ground worker	\$	\$	\$
Concreter	\$	\$	\$
Steel Erector	\$	\$	\$
Electrician	\$	\$	\$

4 APPENDIX A – SPECIAL CONDITIONS OF CONTRACT

4.1 ADVERTISEMENTS AND PROMOTIONS ON SITE

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

- (a) Required by law;
- (b) Specified in the Contract documents; and
- (c) Required to identify the Contractor's premises.

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

4.2 PUBLICITY

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

4.3 ENVIRONMENTAL PROTECTION

4.3.1 NOISE CONTROL

The Contractor shall, at all times, take adequate measures to control noise on the site.

The Contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all Sub-contractors observe similar care.

The Contractor shall arrange his operations and shall provide silencing equipment to his plant, at his own expense, to whatever extent is necessary to satisfy the requirements of the Local Government health department in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

4.3.2 SITE CONTROL

The Contractor shall at all times:

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

4.3.3 SOIL EROSION

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

4.3.4 DUST, DIRT, WATER AND FUMES

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

4.3.5 VEHICLES

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

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

4.4 EXISTING IMPROVEMENTS

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

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

4.5 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

4.5.1 WORKERS AMENITIES

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

Occupation of any part of the Works and site for the provision of workers amenities shall not be permitted without the prior written approval of the Superintendent.

4.6 MATERIALS AND WORK

4.6.1 GENERAL

Council is obligated to provide and maintain, so far as is practical, a working environment for its employees and members of the public, that is safe and without risk to health. As a condition of this contract, Council requires that any contractors or sub-contractors who may be engaged to perform a service on its behalf will at all times exercise all necessary precautions for the health and safety of all persons including contractor employees, council employees or members of the public who may be affected by the services.

4.6.2 TRADE NAMES

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

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

4.6.3 SPECIFIC OBLIGATIONS OF THE TENDERER UNDER THIS CONTRACT

The specific obligations of the contractor under this contract include:

- 4.7.7.1 NOTIFICATION - The contractor will notify the Council of all compensatable injuries sustained by the Contractor (or his employees) while on the Council's work-site.
- 4.7.7.2 PERSONAL PROTECTIVE EQUIPMENT - Any person who has a need to alight from their vehicle while on the Council's work-site shall wear:
 - Steel toe-capped footwear
 - A high visibility garment/vest if the job is within or immediately adjacent to a road reserve.
 - Safety glasses (if airborne dust is apparent in the vicinity)
 - Minimum dress shall be long sleeved shirt, buttoned at the cuff and wide brimmed hat.
- 4.7.7.3 INSPECTIONS - VEHICLE/PLANT HAZARDS - The contractor/supplier will conduct regular hazard inspections of all relevant vehicles and plant on a frequency as agreed with the Council.
- 4.7.7.4 DISPOSAL OF WASTE MATERIALS - The Contractor is responsible for the removal from site and disposal of relevant waste materials in a manner acceptable to the Environmental Protection Authority and the WA Health Department.
- 4.7.7.5 COMPLIANCE WITH RELEVANT STATUTES, AUSTRALIAN STANDARDS AND CODES OF PRACTICE - The contractor's (and his/her employees) activities, plant and equipment must comply with the Occupational Safety and Health Act and Regulations, the Environmental Protection Act, specified Australian Standards. (*Refer to Schedule 1 of the Occupational Safety and Health Regulations)

4.6.4 THE RIGHTS OF THE PRINCIPAL

Under this contract, the Principal will have the right to:

- (a) Deny entry of the contractor's drivers or other employees should they be thought to be under the influence of alcohol or other illegal drugs or substances.
- (b) Stop the work, if safe work practices are not being adhered to. (Contractor costs associated with such stoppage will not be borne by the Council.)
- (c) Have removed from site any of the contractor's management/supervisory personnel who the Council believes is compromising the safe running of the site.
- (d) Audit the contractor with respect to the compliance with safety requirements as specified.

4.6.5 PRE-JOB PLANNING

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

4.6.6 SITE AND PUBLIC SECURITY

Notwithstanding the Contractors' obligations to site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site(s).

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

4.6.7 OCCUPIED SITES

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

4.7 MATERIALS TO BE SUPPLIED BY THE PRINCIPAL

Not applicable

4.8 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the Specifications, the Annexure to the Conditions of Contract, the Special Conditions of Contract and the Conditions of Contract the precedence of documents shall follow the sequence as detailed above.

Should any part of the Contract be held in law to be invalid, that part shall be severed from the Contract and the remainder of the Contract shall have full force and effect.

5 APPENDIX B – GENERAL CONDITIONS OF CONTRACT FOR DESIGN AND CONSTRUCT

5.1 GENERALLY

In the case of a dispute, General Conditions of Contract for Design and Construct AS 4902-2000 shall apply unless specifically overridden by clauses hereafter.

A copy of General Conditions of Contract AS 4902-2000 is not issued with this document and it is assumed that the contractor / tenderer is conversant with the document. A copy of the document is available from SAI Global (www.saiglobal.com.au)

5.2 APPROVALS

The Contractor is responsible for obtaining all relevant approvals associated with the carrying of this contract, including, but not limited to, obtaining planning consent (where required) and Building Licences. It is suggested that the Contractor obtain Building Licences for each single dwelling initially (relevant to Lots 44 Coolibah Estate, Kununurra and Lot 829 Koolama Street, Wyndham), whilst making application for planning consent for the development of dwellings on Lot 42 Coolibah Drive, Kununurra, to avoid an unnecessary delay to the commencement of construction.

5.3 COMMENCEMENT

The Contractor shall commence the Works once all required approvals are obtained and he shall give a minimum of three days notice to the Superintendent before commencing the Works.

5.4 OCCUPATION OF THE SITE SHALL NOT BE DEEMED TO BE EXCLUSIVE POSSESSION. PAYMENTS

Unless otherwise stated in the Contract and subject to these General Conditions of Contract the Contractor shall be entitled to receive one payment after a Certificate of Practical Completion is issued less any authorised deductions for the value of work done under the Contract as determined by the Superintendent at the rate of 90 per centum of the value thereof and the Principal shall retain the remaining 10 per centum. Subject to the relevant Clause, the moneys retained shall be paid to the Contractor within fourteen days of the date of the Final Certificate.

For the purposes of this clause, "Tax Invoice" has the meaning given in A New Tax System (Goods and Services Tax) Act 1999. The Contractor's Tax Invoice shall include details of any Adjustments under the clause titled "Goods and Services Tax" of the Special Conditions of Contract and an explanation as to how such Adjustments were calculated. The Contractor shall provide any further details in regards to the work upon request by the Superintendent.

For the purposes of this Clause unless the context otherwise requires:

"GST"	means any tax imposed on Supply by or through the New Tax System (Goods and Services Tax) Act 1999 ("the Act") and any related Tax Imposition Act and "New Tax System Changes" has the meaning it bears in the New Tax System (Trade Practices Amendment) Act 1999 ("the TPA"). Where any other term is used in this clause which is defined in the Act or the TPA it shall have the meaning which it bears in the Act, or (if the term is not defined in the Act) then the meaning which it bears in the TPA;
"GST Rate"	means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time;
"Input Tax Credit"	has the meaning it bears in the Act;
"Recipient"	have the meaning they bear in the Act, and, in addition for the purposes of this Contract shall also be read as follows:
"Supplier"	shall also mean Contractor;
"Supply"	shall also mean the Works.
"Recipient"	shall also mean Principal;
"Adjustment"	means each form of adjustment to consideration provided for in this clause

The parties acknowledge that the consideration under this Contract is inclusive of GST, where GST is calculated using the GST rate at the time of forming this Contract.

The Supplier shall provide the Recipient with a tax invoice and/or adjustment notes in relation to the supply prior to an amount being paid by the Recipient under this Contract, and shall do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply.

Where the GST rate is changed after the date of formation of this Contract the consideration under this Contract will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate that applies at the date of formation of this Contract.

5.5 WORKING HOURS

The customary working hours and ordinary working days shall be those for day workers as stated in the Building and Construction Industry Award and/or other relevant awards and no work will be performed outside of customary working hours or on other than ordinary working days without the prior approval of the Superintendent. Work is to be during daylight hours only, not earlier than 7:00AM or later than 7:00 PM, Mon =- Sat. Any work outside of these hours requires approval by the superintendent.

The working hours and working days of supervisory personnel when on-site will be 7.00 am to 7:00 PM.

Notwithstanding the preceding paragraphs, the Contractor may carry out work outside the customary working hours or ordinary working days without the prior approval of the Superintendent, where it is necessary in the interests of safety of the Works or where the work is required to protect life or property. In such circumstances the Contractor shall inform the Superintendent in writing of the circumstances as early as possible.

5.6 COMPLIANCE WITH STANDARDS AND CODES

Where the Contract requires the Contractor to comply with any standard or code, that standard or code shall, unless otherwise specified, be that which is current at the closing date for tenders.

If, subsequent to the award of the Contract, any such standard or code is amended, the Superintendent may direct that the Contractor comply with such amendments and the cost to the Contractor of such compliance will be dealt with under Clause 40 of the General Conditions of Contract.

5.7 AUSTRALIAN STANDARDS MARK

When any manufactured product, required by the Specification to comply with an Australian Standard, is offered as complying with that Standard by virtue of its being marked "Approved to Australian Standard" under a licensing scheme of Standards Australia, then either:

- (a) The product may be accepted by the Superintendent as meeting the requirements of the Australian Standard; or
- (b) The Superintendent, before accepting the product as complying with the Australian Standard, may require some or all of the tests set out in the Australian Standard to be done and passed and may require inspection of manufacture by his representative.

Such acceptance will not cancel any provision of the Specification that the product meets requirements other than those of the Australian Standard.

Before acceptance under (a) above, the Superintendent may require from the Contractor written evidence that the product was manufactured during the currency of the relevant licence of Standards Australia.

5.8 PROPRIETARY ITEMS

A proprietary item shall be any item specified by naming one or more of the following: manufacturer, supplier, installer, trade name, brand name, catalogue or reference number and the like.

The specification of a proprietary item shall not necessarily imply exclusive preference for the item so identified, but shall be deemed to indicate the required properties of the item, such as type, quality, appearance, finish, method of construction, performance and the like.

A similar alternative item having the required properties may be offered for approval. The Superintendent may in his absolute discretion approve or reject the alternative. No claim shall arise from any rejection, nor unless otherwise agreed, shall adoption of an alternative be ground for any claim for variation to cost or time.

PART 5**READ AND KEEP THIS PART**

When offering an alternative for approval, provide all available technical information and any other relevant information requested by the Superintendent. If so requested obtain and submit reports on relevant tests by an independent testing authority.

The offer should also state whether the use of the alternative will require alteration to any other part of the Works. If the alternative is approved, the Contractor will be responsible for and carry out any such alteration without extra charge.

5.9 BY-LAWS FEES AND NOTICES

Unless otherwise specified the Contractor is responsible for connection of all water, drainage, sewerage, gas and electricity services and he shall apply for all relevant permits and pay all associated fees and/or charges which are levied by the appropriate Authority. Refer also to part

STRONG WIND PRECAUTIONS

The Contractor shall ensure that unfinished work, equipment, sheds, hoardings, materials and any other movable items on the site, are protected, stored, or secured to the extent necessary to ensure that in strong wind conditions they will not be a danger to persons or property because of collapse, movement or any other cause.

ANNEXURE TO GENERAL CONDITIONS OF CONTRACT

1	The Contract shall be governed by and construed with reference to the laws for the time being in force in the State of	Western Australia
2	All payments made under the Contract shall be made at	Kununurra WA
3	The Principal is	The Shire of Wyndham /East Kimberley
4	The Superintendent shall be	Daniel Cox Building Surveyor The Shire of Wyndham East Kimberley
5	The basis of payment shall be	Schedule of rates for lump sum items
6	The time for lodgement for the priced copy of the Bill of Quantities is	Not Applicable
7	The amount of security is	Nil
8	The Address of the Principal for service of documents is	The Shire of Wyndham East Kimberley Municipal Offices 115 Coolibah Drive PO Box 614 Kununurra WA 6743
9	The address of the Superintendent for service of documents is	The Shire of Wyndham East Kimberley

PART 5**READ AND KEEP THIS PART**

	Municipal Offices 115 Coolibah Drive PO Box 614 Kununurra WA 6743
10	The value of materials to be supplied by the Principal is Nil
11	The assessment for insurance purposes of architects, engineers, and surveyors fees is Not Applicable
12	The assessment for insurance purposes of the costs of demolition and removal of debris is Not Applicable
13	The amount of Public Liability insurance shall be not less than \$10 M
14	The amount of Common Law Liability Insurance shall be not less than Unlimited
15	The time for giving possession of the site is Upon application of a Building Licence
16	The time for Practical Completion of the Works shall be 30 th June 2011 for all three sites
17	The time for Practical Completion of each separable part of the Works shall be the time specified for that separable part of the Works: Not Applicable
18	Liquidated Damages for the Works shall be: AUD\$ 100 per day
19	The Maintenance Period for the Works shall be 12 months
20	The Maintenance Period for each separable part of the Works shall be the Defects Liability Period specified in respect of that separable part: Not Applicable
21	The amount of retention monies is 0.5% of TOTAL LUMP SUM PRICE (EX GST) stated in the Clause 5.21 PRICE SCHEDULE of Tender for 12 months.

6 APPENDIX C - CONTRACTOR'S OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM QUESTIONNAIRE

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

OSH Policy and Management	YES	NO
Is there a written company health and safety policy? If Yes, provide a copy of the policy. Comments _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have an OSH Management System? If Yes, provide details. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Is the OSH Management System audited or reviewed on a regular basis? If Yes, provide details of last audit and outcomes. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Is there a company OSH organisation chart? If Yes, provide a copy. Comments _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Are Health and safety responsibilities clearly identified for all employees? If Yes, provide details. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Are line managers held accountable for health and safety performances? If Yes, provide details. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

PART 6**COMPLETE AND RETURN THIS PART****Safe Work Practices and Procedures****YES****NO**

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

If Yes, provide a summary listing of procedures or instructions.

Comments

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

If Yes, please explain how this is done.

Does the company have any permit to work systems?

If Yes, provide a copy of a standard incident report form.

Which company personnel are responsible for investigating incidents?

Do incident reports contain prevention recommendations?

Who is responsible for implementing remedial measures recommended?

Are these procedures to maintaining, inspecting and assessing the hazards of Plant operated/owned by the company?

If Yes, provide details.

Are their procedures to storing and handling hazardous substances?

If Yes, provide details.

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

If Yes, provide details.

Occupation Safety and Health

Describe how safety and health training is conducted in your company?

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

Is a record maintained of all training and induction programs undertaken for employees in your company?

If Yes, provide examples of safety training records.

Provide details of any company safety induction programs for company employees and or/Sub contractors.

Safety and Health Workplace Inspection

Are regular health and safety inspections at work sites undertaken?

If Yes provide details.

YES **NO**

Are standard work place inspection checklist used to conduct health and safety inspections?

If Yes, provide details or examples.

Who normally completes workplace safety and health inspections?

How are workplace safety and health inspection reports dealt with?

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

If Yes, provide details.

PART 6**COMPLETE AND RETURN THIS PART****Safety and Health Consultation****YES** **NO**

Is there a workplace safety committee?
If Yes, provide details.

Are there guidelines on procedures governing the safety committee operation?

Are there employee elected health and safety representatives?
If Yes, provide details.

Is there a company safety officer?
Comments:

Safety and Health Performance Monitoring

Is there a system for recording and analysing and safety performance statistics?
If Yes, provide details.

Is safety performance on the agenda of management meetings?
If Yes, provide details.

Is senior management involved in analysis of safety performance statistics?

Has the company ever been convicted of an occupational health and safety offence?
If Yes, provide details.

10 LOT PLANS AND DESIGN GUIDELINES

PRELIMINARY ONLY
 UNLOGGED VERSION
 SUBJECT TO
 LANDGATE AUDIT

The version is
 - Current as at 20/06/2010
 - Subject to change without notice
 - Not intended for design use
 - A LANDGATE PROPERTY ONLY
 - Should be obtained for each purpose

UNLOGGED VERSION

SURVEY CARRIED OUT UNDER REG 26A
 SPECIAL SURVEY AREA GUIDELINES
 ALL BOUNDARY / CORNER SURVEY MARKS
 SHOWN ON THIS PLAN ARE TO BE PLACED
 USE ONLY THE SURVEY SHEETS WHEN DETERMINING
 THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
 MARKS PLACED PERTAINING TO THIS PLAN.
 FOR HEADING SEE SHEET 1
 FOR INTERESTS AND NOTIFICATIONS
 SEE SHEET 1

Landgate
 Western Australian Land Information Authority

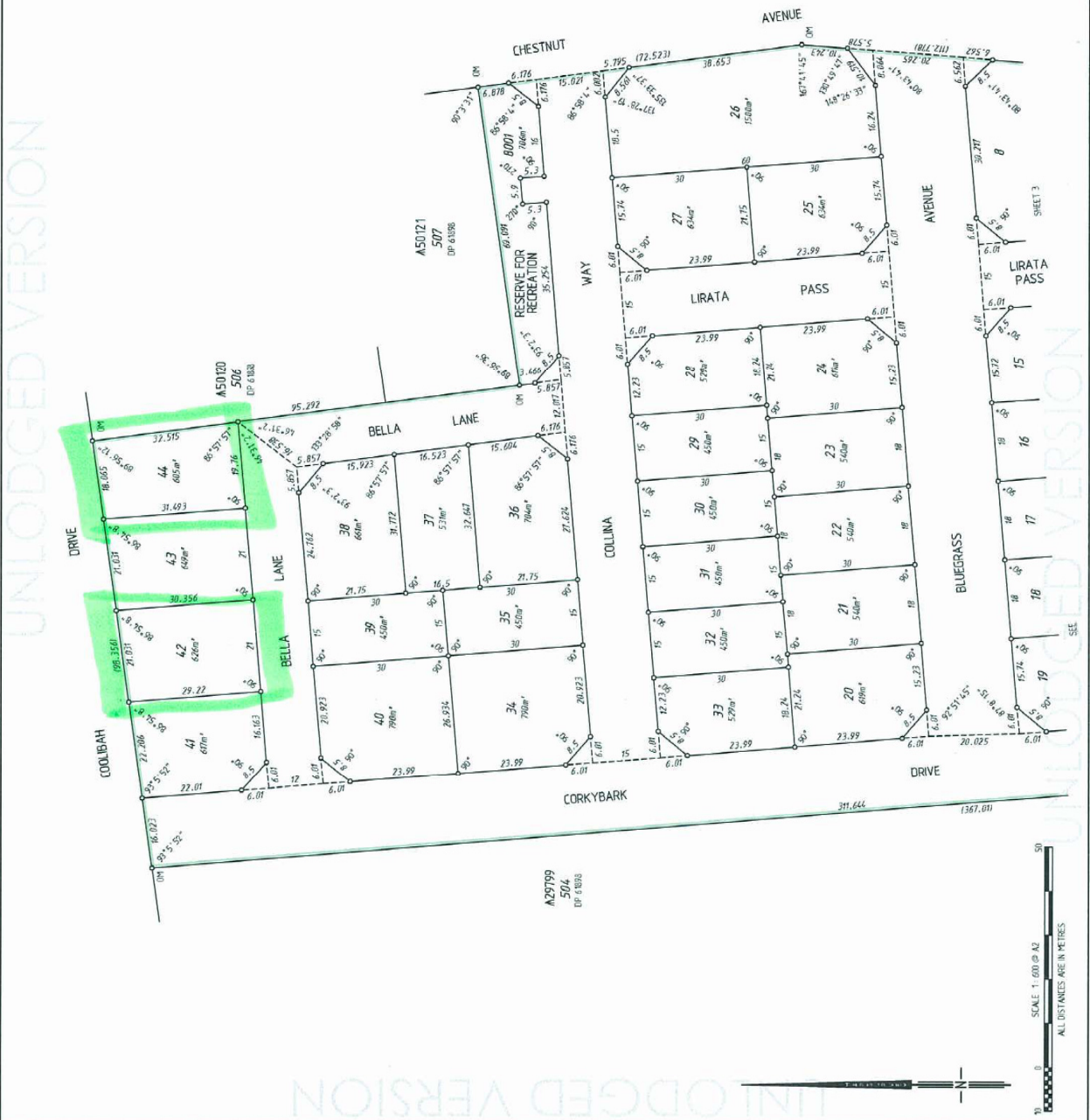
survey north
 INCORPORATED
 100/1000
 100/1000

Scale 1: 600 at A2
 ALL DISTANCES ARE IN METRES

SHEET 2 OF 3 SHEETS

DEPOSITED PLAN
69088

VERSION 1



COOLIBAH DRIVE SUBDIVISION: DETAILED AREA PLAN + DEVELOPMENT GUIDE PLAN WITH DESIGN GUIDELINES

DESIGN INTENT

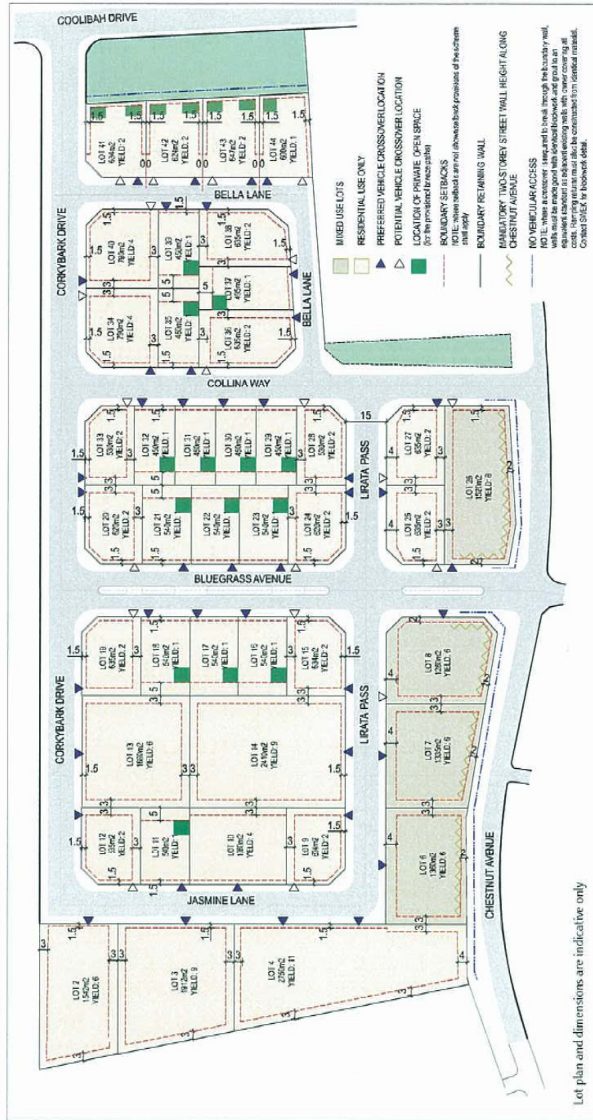
To ensure that dwellings consider the environmental and climatic conditions of Kurumura and the desired built form character for the subdivision.

- 1.0 R-CODING
 - 1.1 R-Coding
 - The R50 Residential Density Codes apply to the Detailed Area Plan (DAP), with the exception of density and setbacks as per attached drawing.
- 2.0 TOWN PLANNING SCHEME NO.7 AND RESIDENTIAL DESIGN CODES VARIATIONS
 - 2.1 Variations
 - Town Planning Scheme No.7 and the Residential Design Codes are varied as described in these notations.
 - The requirements of Town Planning Scheme No.7 and Residential Design Codes shall be satisfied in all other ways.
 - Planning approval is required for all single dwellings.

- 3.0 DESIGN ELEMENTS
 - 3.1 Heights
 - All storey elevations are mandatory facing Chestnut Avenue as depicted on plan. Unless specified, all elevations shall be in accordance with the R50 Residential Design Code.
 - Floor/Ceiling heights must be no less than 2700mm in all habitable rooms.
 - 3.2 Roof Form
 - Eaves length must be min. 900 to ensure 80% shading of all walls, with additional shade mid-height on two storey dwellings to ensure 80% shading of walls.
 - Steeper roof pitches should be encouraged on single level dwellings.
 - 3.3 Surveillance
 - At least one habitable room must have a window that looks onto the primary street for passive surveillance opportunities.
 - 3.4 Materials
 - Typical Kimberley materials are preferred, i.e. cobble and fibre-cement sheet products.
 - Street elevations must be designed with material, colour and texture differentiation to avoid monotony and/or monolithic single materiality.
 - Street elevations must be designed with streets and be equally composed, avoiding blank walls.
 - Roof sheeting must be light in colour (solar absorbance of 0.55 or less). Zirconium Roofing is acceptable.
 - 3.5 Air Conditioning
 - Air conditioning units should not be located adjacent to neighbouring outdoor living areas.
 - Air conditioning units should not be visible from the primary street.
 - 3.6 Storage Area
 - Bin storage, clothes line and drying areas must be screened from public view.

- 3.7 Outdoor Living Areas
 - Outdoor living spaces should be located as per attached drawing on single dwelling lots, and able to demonstrate their appropriate location relative to breeze paths on multiple/stepped dwelling lots.
 - Outdoor living areas must be minimum 1.80m per dwelling as per R-codes, with a min. dimension of 4m.
 - Outdoor living space must be shaded. Proportion of shaded open space, compared to non-shaded open space can exceed R-codes 2:3 proportion.
 - Multiple outdoor living spaces are encouraged, with at least one being directly accessed from indoor living space.
 - Outdoor living spaces facing the street are also encouraged as more of a defined "outdoor room" with screening and a degree 3.2m min. width.
 - Possible control for shaded frontages/verandahs should be provided for front outdoor living.

- 3.8 Breeze Paths
 - Cross ventilation/ breeze paths must be demonstrated in all habitable rooms.
 - Internal planning should limit breeze paths to 15m in length for achievable cooling design.
 - Habitable rooms should have at least two operable windows, and at least one operable window (min. 1m²) on the windward side.
 - Security mesh doors are encouraged for the provision of breezes.
- 3.9 Orientation
 - Openings are to be designed and located to maximise good passive cooling from the prevailing wet season cooling breezes (predominantly south-easterlies).
- 3.10 Shading
 - Effective use of architectural shading devices (ie pergolas, awnings, louvre windows and eaves) should be used.
 - Landscaping for shade is encouraged around the whole perimeter of the building.
- 3.11 Ventilation
 - Minimum 1 x ceiling fan should be provided for each habitable room. Fans to cover external living areas are encouraged.



Lot plan and dimensions are indicative only

PLAN

- 4.0 CARPORT / ACCESS
 - 4.1 Pedestrian Entry
 - Pedestrian entry must be clearly defined and separate from vehicle entry/ports.
 - Portico or porch at the entrance to the residence must be provided.
 - 4.2 Vehicle Entry
 - Vehicle crossover locations are suggested as per attached drawing.
 - Single shared cross-overs must be provided on lots accommodating more than 2 dwellings.
 - 4.3 Garages/Carports
 - Carports should be a preferred option over garages because they have the potential to allow greater breeze flow through the site and are not to be enclosed on more than two sides.
 - Where a garage is used, it should be open to the street on the vehicle only.
 - Breeze permeable garage doors are preferable.
- 5.0 FENCING
 - 5.1 Fencing
 - Street edge fencing and side fencing forward of street/front setback line must be min. 80% permeable and maximum 2200mm in height.
 - Open-style fences are preferred.
 - 5.2 Setbacks
 - Setbacks as per DETAILED AREA PLAN adjacent (where not noted, as per R-codes).
 - NB: Rear setbacks have been maximised to encourage/allow for breeze paths between dwellings.
 - Street setbacks must take vehicle sight lines into consideration.
 - Setbacks to be in accordance with the attached Detailed Area Plan as shown. All nominated setbacks are minimum setbacks. Where a side setback is not nominated, a nil setback is permissible.
- 6.0 SETBACKS
 - 6.1 Setbacks
 - This detailed area plan has been adopted by the Shire of Wyndam and East Kimberley and signed by the Principal Planner

