District Council of ROBE

DISTRICT COUNCIL OF ROBE

TENDER FOR:
COMMUNITY WASTEWATER MANAGEMENT SYSTEM MINOR CIVIL EARTHWORKS

REQUEST FOR TENDERS

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1. STRUCTURE OF THIS RFT

This RFT is comprised of five sections, being:

1.1 Section A - Background and General Information to Tenderers

1.2 Section B - Conditions of Tendering

1.3 Section C - Agreement for Services

1.4 Section D - Specification

1.5 Section E - Tender Response Schedules

2. SECTION A – BACKGROUND & GENERAL INFORMATION

2.1 District Council of Robe (the **Council)** invites Tenders from Tenderers for the Community Wastewater Management System Minor Civil Earthworks (the **Services)** as detailed in the Specification contained within this RFT. The Council will enter into an Agreement for Services with the successful Tenderer.

2.2 All commercial terms and conditions are in accordance with this request for tender and Agreement contained within.

3. SECTION B – CONDITIONS OF TENDERING

3.1 Definitions

In this RFT, the following terms shall, unless inconsistent with the context, have the meanings indicated:

3.1.1 A reference to a **clause** is a reference to a clause of this RFT.

3.1.2 **Closing Date** means the time and date specified in clause 3.2.3, or such later time and date as may be notified in writing to Tenderers by the Council.

3.1.3 **Conditions of Tendering** means these Conditions of Tendering as attached to Section B of this RFT.

3.1.4 **Conforming Tender** means a Tender described in clause 3.5.1.

3.1.5 **Agreement for Services** means the Agreement for the provision of the Services as attached to Section C of this RFT, as may be subsequently amended by agreement between the Council and the successful Tenderer pursuant to clause 3.9.

3.1.6 **Nominated Contact Person** means the person named in clause 3.3.1.

3.1.7 **Non-Conforming Tender** means a Tender does not meet the requirements set out in this RFT and/or the Tender Documents.

3.1.8 **Preferred Tenderer** means the Tenderer referred to in clause 3.9.

3.1.9 **RFT** means this Request for Tender.

3.1.10 **Services** means the services sought to be purchased by the Council pursuant to this RFT.

3.1.11 **Specification** means the specifications specified in Section D of this RFT.

3.1.12 **Tender** means a tender submitted by a Tenderer pursuant to this RFT.

3.1.13 **Tender Documents** means the documents specified in clause 3.2.1.

3.1.14 **Tender Process** means the process for calling, receiving, evaluating and awarding of Tender(s) as proposed in clauses 3.2.7 and 3.2.8 of these Conditions of Tendering.

3.1.15 **Tender Response Schedules** are the forms attached to Section E of this RFT.

3.1.16 **Tenderer** has the meaning given to it in clause 3.2.2.

3.1.17 **Tenderer's Representative** means the person nominated by a Tenderer under clause 3.3.2.

3.2 Request for Tender

The Council seeks Tenders from Tenderers for the provision of the Services, which are further described in the Tender Documents.

3.2.1 *Tender Documents*

The Tender Documents are comprised of:

3.2.1.1 these Conditions of Tendering;

3.2.1.2 the Agreement for Services;

3.2.1.3 the Specifications; and

3.2.1.4 the Tender Response Schedules.

3.2.2 *Obtaining a Copy of this RFT*

The Council seeks submission of tenders from suitably qualified tenderers for the provision of the Services (each such party is a **Tenderer**). Parties obtaining a copy the Tender Documents will be required to register their name and contact details at the time of issue of the documents.

3.2.3 Lodgement of Tenders

3.2.2.1 Tenders must be delivered to the Tender Box at the Council prior to 4.00pm on Wednesday 31 January 2018 (the **Closing Date**).

3.2.2.2 Applications must be enclosed in an envelope and marked "CONFIDENTIAL" and be addressed as follows:

Tender Box
Tender T1-2018 CWMS Minor Civil Earthworks
District Council of Robe
Royal Circus
(PO Box 1)
Robe

Closing Date: 4.00pm Wednesday 31 January 2018

Tenderers are required to lodge an original Tender (including copies of all supporting documentation).

3.2.2.3 Facsimile transmissions of Tenders will not be accepted.

3.2.4 ***Late Tenders***

Tenders received after the Closing Date **WILL NOT** be considered or accepted.

3.2.5 ***Extension of Time for the Submission of Tenders***

3.2.5.1 The Council may, in its absolute discretion, no less than two business days before the Closing Date, extend the Closing Date by notice in writing to the Tenderers.

3.2.5.2 A Tenderer may request the Council to extend the Closing Date for the submission of a Tender by written application to the Nominated Contact Person.

(a) Any such requests must be received by the Nominated Contact Person at least five business days prior to the Closing Date, and must provide sufficient reasons to support the request.

(b) It is entirely at the Council's discretion as to whether an extension is granted.

3.2.6 ***Tender Validity Period***

3.2.6.1 All Tenders will remain open for acceptance by the Council for a period of not less than three months after the Closing Date.

3.2.6.2 Once submitted, a Tenderer cannot withdraw its Tender without the prior written consent of the Council, unless the Tender is withdrawn in writing before the Closing Date.

3.2.7 ***Proposed Tender Process***

All Tenders will be opened in the presence of Council's Chief Executive Officer and Deputy Chief Executive Officer after the closing date for tenders has passed.

Tenders will be assessed in accordance with the Tender Evaluation 3.8 by Council's Chief Executive Officer and Deputy Chief Executive Officer, with the comprehensive assessment and tender documentation presented to Council for consideration and decision.

Council is not bound to accept the lowest Tender or required to accept any tender (in accordance with condition of tendering 3.6).

3.2.8 ***Proposed Timing of Tender Process***

The proposed timing for the Tender Process is as follows:

Request for Tenders	22 December 2018
Closing Date	31 January 2018
Notification to successful Tenderer	16 February 2018 ***(indicative)***
Execution of Agreement for Services	21 February 2018 ***(indicative)***
Commencement of Provision of Services	As soon as possible. ***(indicative)***

3.2.9 ***Copying Tenders***

Tenderers must not use this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Tender. This includes not copying this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Tender.

3.3 **Communication between the Parties**

3.3.1 ***Enquiries or Requests for Information or Clarification***

3.3.1.1 Any enquiries or requests for information or clarification regarding this RFT or the Tender Documents must be made in writing and addressed to the Nominated Contact Person.

The Nominated Contact Person is:
Mr Nick Brown Deputy Chief Executive Officer.

3.3.1.2 The Nominated Contact Person may (but is not obligated to) respond to a Tenderer's enquiries or requests for information or clarification.

3.3.1.3 If the Council provides any information to a Tenderer by way of clarification, then the Council reserves the right to provide that information to other Tenderers.

3.3.1.4 No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this RFT or any of the Tender Documents, unless confirmed in writing by the Nominated Contact Person.

3.3.2 ***Tenderer's Contact Person***

3.3.2.1 Tenderers are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this RFT (**Tenderer's Representative**).

3.3.2.2 All communication with the Tenderer will be via the Tenderer's Representative.

3.3.3 ***Site Briefing***

3.3.3.1 The Council may conduct a site briefing. The briefing (if conducted) is intended to provide Tenderers with background information, and Tenderers are not to treat any statements made at the briefing as variations to this RFT.

3.3.3.2 The Council reserves the right to require all Tenderers to attend the site briefing.

3.3.3.3 Details of the briefing will be provided to Tenderers at least seven business days prior to the briefing. Tenderers may be notified of the site briefing by email, and Council may post the details of the briefing on the internet.

3.3.3.4 Each attending Tenderer must advise the Nominated Contact Person of the details of that Tenderer's attendees (including name and position) at least two business days before the briefing.

3.3.4 ***Tenderer not to solicit the Council and its employees***

The Tenderer and its representatives must not interfere or attempt to interview or to discuss its Tender with Councillors or employees of the Council, other than the Nominated Contact Person. The Council reserves the right to reject any Tender submitted by a Tenderer which contravenes this clause.

3.4 **Tender Preparation**

3.4.1 ***Tenderers to be informed***

Each Tenderer must, prior to submitting its Tender, become acquainted with the nature and extent of the Services to be undertaken, and make all necessary examinations, investigations, inspections and deductions.

3.4.2 ***Evidence of Registration or Licensing***

Each Tenderer must (if applicable) be licensed or registered to perform the Services.

3.4.3 ***Conflict of Interest***

Tenderers must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Tenderer is successful. If any conflict or potential conflict exists, the Tenderer must advise how it proposes to address this.

3.4.4 ***Use of Sub-Contractors***

Where a Tenderer proposes to use resources from organisations other than the Tenderer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Tender, together with information on the relevant experience of such other organisation.

3.4.5 ***Ombudsman Act***

Tenderers should be aware that the *Ombudsman Act 1972* (SA) has been amended so that the definition of "administrative act" under that Act includes an act done in the performance of functions under an Agreement for services with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Tenderer must ensure compliance with all obligations arising under that Act and any other applicable legislation.

3.4.6 ***Freedom of Information***

Tenders should be aware that the *Freedom of Information Act 1991* (SA) (**FOI Act**) gives members of the public rights to access documents of the Council. The FOI Act promotes openness in governance and accountability of government agencies and confers the public with a legally enforceable right to be given access to documents, including Agreements entered into by the Council, except those Agreements or provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

3.4.7 ***Collusion***

The Tenderer must not collude with any other Tenderers or potential Tenderers.

3.4.8 ***Tenderer's confidential information***

3.4.8.1 Subject to clauses 3.4.8.2 and 4, the Council will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.

3.4.8.2 The Council will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:

(a) is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant agreement;

(b) is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFT process;

(c) is disclosed by the Council to the responsible Minister;

(d) is authorised or required by law to be disclosed; or

(e) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

3.5 Tender Documents

3.5.1 *Conforming Tenders*

A Conforming Tender is a Tender which meets all of the requirements set out in this RFT and the Tender Documents.

3.5.2 *Non-Conforming Tenders*

The Council is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Tender. Failure to respond to or meet any of the requirements set out in this RFT and the Tender Documents will result in the Tender being deemed a Non-Conforming Tender.

3.5.3 *Content of Tenders*

3.5.3.1 Tenderers are required to complete the Tender Response Schedules and submit them to the Council.

3.5.3.2 Tenderers can also supply any other additional information or documents. The Council may have reference to such additional information or documents in evaluating the Tenders.

3.5.3.3 All prices quoted by Tenderers in their Tender are:

(a) to be in Australian dollars;

(b) to be exclusive GST; and

(c) (if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.

3.5.3.4 If a Tenderer proposes to provide the Services on a basis different to that envisaged by the Tender Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified with the Tender. The Council does not warrant that any discussion with the Council's Nominated Contact Person prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Tenders.

3.6 **Acknowledgement by Tenderers**

Tenderers acknowledge that the Council:

3.6.1 makes no representations and offers no undertakings in issuing this RFT or the Tender Documents;

3.6.2 is not bound to accept the lowest Tender or required to accept any Tender;

3.6.3 may accept all or part of any Tender;

3.6.4 may require one or more Tenderers (but is not obliged to require all) to supply further information and/or attend a conference or interview;

3.6.5 may require one or more Tenderers (but is not obliged to require all) to make presentation(s);

3.6.6 may undertake "due diligence" checks on any Tenderer, including verifying references and/or referees, and undertaking company searches and credit checks;

3.6.7 will not be responsible for any costs or expenses incurred by the Tenderer arising in any way from the preparation and submission of its Tender;

3.6.8 accepts no responsibility for a Tenderer misunderstanding or failing to respond correctly to this RFT;

3.6.9 will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of a Tender or prior to the signing of any Agreement for Services or otherwise; and

3.6.10 will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council in respect of the Tender Documents or this RFT, but will only be bound only by written advice provided by the Nominated Contact Person.

3.7 **Council's Rights**

The Council reserves the right to:

3.7.1 amend, vary, supplement or terminate this RFT at any time;

3.7.2 accept or reject any Tender, including the lowest price tender;

3.7.3 negotiate with any service provider on all or any part of the Services to be supplied pursuant to this RFT;

3.7.4 vary the timing and process referred to in clauses 3.2.7 and 3.2.8;

3.7.5 postpone or abandon this RFT;

3.7.6 add or remove any Tenderer;

3.7.7 accept or reject any Tenders whether or not they are Conforming Tenders;

3.7.8 accept all or part of any Tender;

3.7.9 negotiate or not negotiate with one or more Tenderers; and/or

3.7.10 discontinue negotiations with any Tenderer.

3.8 **Tender Evaluation**

3.8.1 In assessing Tenders, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

3.8.1.1 insurance;

3.8.1.2 compliance with Work Health and Safety;

3.8.1.3 the tendered prices, including the proposed pricing structure;

3.8.1.4 the level of risk associated with negotiation of an acceptable Agreement for Services;

3.8.1.5 environmental management systems (if applicable);

3.8.1.6 degree of compliance with the requirements set out in this RFT and the Tender Documents; and

3.8.1.7 such other matters that Council considers relevant, including:

(a) details of current and previous relevant experience in the provision of the Services;

(b) the provision of any aspect of the Services by sub-contractors (if applicable);

(c) financial resources;

(d) staff resources; and

(e) current and future Agreements/workload.

3.8.2 ***Use of Tender Documents***

The Council may use, retain and copy any information contained in the Tenders for the evaluation of Tenders and for the finalisation of the provisions of the Agreement for Services.

3.8.3 ***Debriefing of Tenderers***

If requested, Tenderers may be debriefed against the Council's evaluation criteria. Tenderers will not be provided with information concerning other Tenderers, apart from publicly available information. No comparison with other Tenders will be made.

3.9 **Acceptance of Tender**

3.9.1 The Council reserves the right to negotiate different terms and conditions for the Agreement for Services with any one or more Tenderers (each referred to as a **Preferred Tenderer**).

3.9.2 The Council and the Preferred Tenderer may (if required) enter into negotiations for the award and execution of an Agreement for Services.

3.9.3 If, despite their best endeavours and acting in good faith, the Council and the Preferred Tenderer are unable to negotiate and agree on the terms of the Agreement for Services, the Council reserves the right to negotiate with any other parties, including other Tenderers, for the provision of the Services.

3.9.4 The successful Tenderer will be notified in writing by the Council of the Council's acceptance of its Tender. The successful Tenderer must not make any oral or written public statements in relation to the awarding of an Agreement for Services until written notice is received by the Tenderer.

3.9.5 The notification of the acceptance of Tender by the Council creates an obligation on the Council and the successful Tenderer to enter into the Agreement for Services (subject to any variations agreed pursuant to this clause 3.9).

3.9.6 The successful Tenderer acknowledges and agrees that all intellectual property created by the successful Tenderer arising out of the provision of the Services belongs to the Council, and the successful Tenderer will do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the provision of the Services.

3.10 **Unsuccessful Tenders**

Unsuccessful Tenderers must, if required by the Council, return the Tender Documents to the Council, once they have been advised that their Tender is unsuccessful.

3.11 **No Legal Requirement**

The issue of this RFT or any response to it does not commit, obligate or otherwise create a legal obligation on the Council to purchase the Services from the Tenderers.

4. GOVERNING LAW

4.1 This RFT is governed by the law in South Australia.

4.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

5. SECTION C – AGREEMENT FOR SERVICES

The proposed Agreement document is contained as an attachment.

6. SECTION D –SPECIFICATIONS FOR THE SERVICES

Council is seeking tenders for the Community Wastewater Management System Minor Civil Earthworks.

Tonkin Consulting have prepared a Technical Specification and the document is contained as an attachment.

7. SECTION E – TENDER RESPONSE SCHEDULES

Schedule 1 Tender Form - Formal Offer

Tender Form

I/We, the undersigned, hereby tender to perform the works described in the Tender Documents for the fixed Lump Sum, made up as follows:

Tender Lump Sum (excluding GST)	(A)	$
Tender Provisional Sums (excluding GST)	(B)	$
Tender Sum ($AUD excluding GST)	(A + B)	$
CITF Levy ($AUD)		$
GST		$
Gross Tender Sum ($AUD including GST)		**$**

and to bring the Works to practical completion within ..... weeks after the Date of Acceptance of this Tender.

DATED THIS ..... DAY OF ..... 20.....

Name of Business or Company	.....
Address for Service of Notices	.....
Australian Business Number (ABN)	.....
Contact Person	.....
Contact Phone No.	.....
Contact Facsimile No.	.....

I/We (**Tenderer**) on having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of the Request for Tender, do hereby tender to provide and complete the Services described in the Specifications in accordance with the Agreement for the amounts set out in the Tender Return Schedules attached.

The Tenderer:

1. is subject to the terms and conditions set out in the Conditions of Tendering;

2. irrevocably offers to perform the Services on the terms of the Agreement and the Specifications which form part of the Tender Documents subject only to approved variations;

3. confirms that this Tender has been prepared without any consultation, communication, agreement or other arrangement with any competitor regarding:

    3.1 prices or methods, factors or formulae used to calculate prices;

    3.2 the intention or decision to submit a Tender, or the terms of the Tender;

3.3 the submission of a Non Conforming Tender; and

3.4 the quality, quantity, specifications or particulars of the Services; and

4. holds this offer open and capable of acceptance by the Council for a period of 90 days from the closing date.

The undersigned undertakes that if selected as the successful Tenderer, I/we/it will execute and be bound by the Agreement in accordance with the Conditions of Tendering.

If the Tenderer is a company, it must execute this Tender as follows:

Executed by
pursuant to section 127 of the
Corporations Act 2001

.....	.....
Signature of Director	Signature of Director/Company Secretary (Please delete as applicable)
.....	.....
Name of Director (print)	Name of Director/Company Secretary (print)

Or

.....
Signature of Sole Director and Sole Company Secretary

.....
Name of Sole Director and Sole Company Secretary (print)

Or

Signed for
by an authorised representative in the
presence of:

.....	.....
Signature of witness	Signature of authorised representative
.....	.....
Name of witness (print)	Name of authorised representative (print)
	.....
	Position of authorised representative (print)

If the Tenderer is an individual, the document must be executed as follows:

Signed by
in the presence of:

.....	.....
Signature of witness	Tenderer
.....	
Name of witness (print)	

If the Tenderer is a partnership, the Tender must be executed as follows:

Partner 1:

Signed sealed and delivered by in the presence of:

.....	.....
Signature of witness	Signature of partner
.....	
Name of witness (print)	
.....	
Address of witness (print)	

Partner 2:

Signed sealed and delivered by in the presence of:

.....	.....
Signature of witness	Signature of partner
.....	
Name of witness (print)	
.....	
Address of witness (print)	

Schedule 2 – Composition of Tender

The Tenderer shall show the lump sum cost of each item in the following Schedule.

Item	Description		Amount ($AUD)
1	Section A - Preliminaries	$	
2	Section B – Location 1 - Manhole Root Intrusion	$	
	Section C - Location 2– Squashed Pipe Repair		
	Section D - Location 3 – Sheared Pipe Repair		
	Section E - Location 4 – Investigation Works		
	(A) Tender Lump Sum Amount (excluding GST)	$	
5	Provisional Sum (Dewatering)	$	
6	Provisional Sum (Dilapidation Reporting)		
7	Provisional Sums (Other - tenderer to specify)	$	
	(B) Tender Provisional Sums (excluding GST)	$	

Schedule 3 – Schedule of Unit Rates

The Tenderer shall provide unit rates for each item shown in the following schedule. The rates are to include any plant, equipment, labour, material, overhead, obligation, liability, supervision and profit margin but exclude GST.

The rates provided by the Tenderer in this schedule will be used as the basis for assessing tenders, progress payments and variations to the Contract, as considered appropriate by the Superintendent.

If, in the opinion of the Tenderer, the Schedule of Unit Rates omits an item necessary for the satisfactory completion of the works, the Tenderer shall insert the omitted item in the schedule with a rate and quantity. If the Tenderer fails to do so, the cost of the item shall be deemed to be included within other items of the schedule.

Tenderers are advised to make their own enquires and assessment regarding the limitations of access to site during and as a subsequent result of wet weather, other work and required access, as the price tendered for the work and the time allowed in the Program of Works to complete the work will be deemed to include provision for any reasonable amount of restricted access and for any other hindrances resulting from the effects of wet weather.

SCHEDULE OF RATES			
Item N°	**Description of Work**	**Unit or Lump Sum**	**$/unit or Lump Sum Rate**
A	**SECTION A – PRELIMINARIES**		
A1	**Site Establishment**		
A1.1	Compound/Office and site services.	Lump Sum	$
A1.2	Site Clean up	Lump Sum	$
A2	**Quality Assurance and Project Management Plans**		
A2.1	Implementation and maintenance of site specific quality assurance Procedures, Inspection Plan, Test Plan, and Technical Procedures.	Lump Sum	$
A3	**Work Health and Safety (WHS)**		
A3.1	Site specific WHS plan.	Lump Sum	$
A4	**Environmental Management Plan (EMP)**		
A4.1	Preparation of Environmental Management Plan.	Lump Sum	$
A5	**Traffic Management Plan**		
A5.1	Development and Implementation of Traffic Management Plan.	Lump Sum	$
A6	**As Constructed Drawings**		
A6.2	Sketches and Drawings of works completed.	Lump Sum	$
A7	**Dilapidation Reports**		
A7.1	Provide report regarding condition of structure as outlined in the Specification. Provisional Sum	Provisional Sum	$
	Other (to be inserted by Tenderer)		
B	**SECTION B – CWMS COLLECTION SYSTEM AND RISING MAINS**		
B Location 1 - Manhole Root Intrusion			

SCHEDULE OF RATES			
Item N°	**Description of Work**	**Unit or Lump Sum**	**$/unit or Lump Sum Rate**
B1	**CWMS Gravity Pipeline Pipe**		
B1.1	DN100 PVC-u, 0 to1.5m to invert	m	$
B1.2	DN100 PVC-u, 1.5 to 2.0m to invert	m	$
B1.3	DN100 PVC-u, 2.0 to 2.5m to invert	m	$
B1.4	DN100 PVC-u, 2.5 to 3.0m to invert	m	$
B1.5	DN100 PVC-u, 3.0 to 3.5m to invert	m	$
B1.6	DN100 PVC-u, over 3.5m to invert	m	$
B1.7	DN150 PVC-u, 0 to1.5m to invert	m	$
B1.8	DN150 PVC-u, 1.5 to 2.0m to invert	m	$
B1.9	DN150 PVC-u, 2.0 to 2.5m to invert	m	$
B1.10	DN150 PVC-u, 2.5 to 3.0m to invert	m	$
B1.11	DN150 PVC-u, 3.0 to 3.5m to invert	m	$
B1.12	DN150 PVC-u, over 3.5m to invert	m	$
B2	**Reinstatement of Trenches**		
	All trenches		
B2.1	Reinstatement (Sealed Council Road)	m	$
B2.2	Reinstatement (Council Shoulder)	m	$
B2.3	Reinstatement (Road Verge)	m	$
B2.4	Reinstatement (Property Access)	m	$
B2.5	Bituminous Seal	M	$
B3	**Flushing Points and House Connection Inspection Points**		
	Tendered price is to include all labour, materials and earthworks associated with the installation of flushing points and inspection points.	Note	
B3.1	Supply and install flushing point (up to 2.5 m deep)	No.	$
B3.2	Supply and install flushing point (over 2.5 m deep)	No.	$
B4	**CCTV**		
B4.1	CCTV Inspection of the work undertaken.	No.	$
C Location 2 - Squashed Pipe Repair			
C1	**CWMS Gravity Pipeline Pipe**		
C1.1	DN100 PVC-u, 0 to1.5m to invert	m	$
C1.2	DN100 PVC-u, 1.5 to 2.0m to invert	m	$
C1.3	DN100 PVC-u, 2.0 to 2.5m to invert	m	$
C1.4	DN100 PVC-u, 2.5 to 3.0m to invert	m	$
C1.5	DN100 PVC-u, 3.0 to 3.5m to invert	m	$
C1.6	DN100 PVC-u, over 3.5m to invert	m	$
C1.7	DN150 PVC-u, 0 to1.5m to invert	m	$
C1.8	DN150 PVC-u, 1.5 to 2.0m to invert	m	$
C1.9	DN150 PVC-u, 2.0 to 2.5m to invert	m	$

SCHEDULE OF RATES			
Item N°	**Description of Work**	**Unit or Lump Sum**	**$/unit or Lump Sum Rate**
C1.10	DN150 PVC-u, 2.5 to 3.0m to invert	m	$
C1.11	DN150 PVC-u, 3.0 to 3.5m to invert	m	$
C1.12	DN150 PVC-u, over 3.5m to invert	m	$
C2	**Reinstatement of Trenches**		
	All trenches		
C2.1	Reinstatement (Sealed Council Road)	m	$
C2.2	Reinstatement (Council Shoulder)	m	$
C2.3	Reinstatement (Road Verge)	m	$
C2.4	Reinstatement (Property Access)	m	$
C2.5	Bituminous Seal	M	$
C3	**Flushing Points and House Connection Inspection Points**		
	Tendered price is to include all labour, materials and earthworks associated with the installation of flushing points and inspection points.	Note	
C3.1	Supply and install flushing point (up to 2.5 m deep)	No.	$
C3.2	Supply and install flushing point (over 2.5 m deep)	No.	$
C3.3	Supply and install house connection inspection point	No.	$
C4	**CCTV**		
C4.1	CCTV Inspection of the work undertaken.	No.	$
D Location 3 - Sheared Pipe Repair			
D1	**CWMS Gravity Pipeline Pipe**		
D1.1	DN100 PVC-u, 0 to1.5m to invert	m	$
D1.2	DN100 PVC-u, 1.5 to 2.0m to invert	m	$
D1.3	DN100 PVC-u, 2.0 to 2.5m to invert	m	$
D1.4	DN100 PVC-u, 2.5 to 3.0m to invert	m	$
D1.5	DN100 PVC-u, 3.0 to 3.5m to invert	m	$
D1.6	DN100 PVC-u, over 3.5m to invert	m	$
D1.7	DN150 PVC-u, 0 to1.5m to invert	m	$
D1.8	DN150 PVC-u, 1.5 to 2.0m to invert	m	$
D1.9	DN150 PVC-u, 2.0 to 2.5m to invert	m	$
D1.10	DN150 PVC-u, 2.5 to 3.0m to invert	m	$
D1.11	DN150 PVC-u, 3.0 to 3.5m to invert	m	$
D1.12	DN150 PVC-u, over 3.5m to invert	m	$
D2	**Reinstatement of Trenches**		
	All trenches		
D2.1	Reinstatement (Sealed Council Road)	m	$
D2.2	Reinstatement (Council Shoulder)	m	$
D2.3	Reinstatement (Road Verge)	m	$
D2.4	Reinstatement (Property Access)	m	$

SCHEDULE OF RATES			
Item N°	**Description of Work**	**Unit or Lump Sum**	**$/unit or Lump Sum Rate**
D2.5	Reinstatement (Kerb and Gutter)	m	$
D2.6	Reinstatement (Footpath)	m	$
D2.7	Bituminous Seal	M	$
D3	**Flushing Points and House Connection Inspection Points**		
	Tendered price is to include all labour, materials and earthworks associated with the installation of flushing points and inspection points.	Note	
D3.1	Supply and install flushing point (up to 2.5 m deep)	No.	$
D3.2	Supply and install flushing point (over 2.5 m deep)	No.	$
D4	**CCTV**		
D4.1	CCTV Inspection of the work undertaken.	No.	$
E Location 4 - Investigation Works			
E1	**CWMS Gravity Pipeline Pipe**		
E1.1	DN100 PVC-u, 0 to1.5m to invert	m	$
E1.2	DN100 PVC-u, 1.5 to 2.0m to invert	m	$
E1.3	DN100 PVC-u, 2.0 to 2.5m to invert	m	$
E1.4	DN100 PVC-u, 2.5 to 3.0m to invert	m	$
E1.5	DN100 PVC-u, 3.0 to 3.5m to invert	m	$
E1.6	DN100 PVC-u, over 3.5m to invert	m	$
E1.7	DN150 PVC-u, 0 to1.5m to invert	m	$
E1.8	DN150 PVC-u, 1.5 to 2.0m to invert	m	$
E1.9	DN150 PVC-u, 2.0 to 2.5m to invert	m	$
E1.10	DN150 PVC-u, 2.5 to 3.0m to invert	m	$
E1.11	DN150 PVC-u, 3.0 to 3.5m to invert	m	$
E1.12	DN150 PVC-u, over 3.5m to invert	m	$
E2	**Reinstatement of Trenches**		
	All trenches		
E2.1	Reinstatement (Sealed Council Road)	m	$
E2.2	Reinstatement (Council Shoulder)	m	$
E2.3	Reinstatement (Road Verge)	m	$
E2.4	Reinstatement (Property Access)	m	$
E2.5	Reinstatement (Kerb and Gutter)	m	$
E2.6	Reinstatement (Footpath)	m	$
E2.7	Bituminous Seal	M	$
E3	**Flushing Points and House Connection Inspection Points**		
	Tendered price is to include all labour, materials and earthworks associated with the installation of flushing points and inspection points.	Note	
E3.1	Supply and install flushing point (up to 2.5 m deep)	No.	$

SCHEDULE OF RATES			
Item N°	**Description of Work**	**Unit or Lump Sum**	**$/unit or Lump Sum Rate**
E3.2	Supply and install flushing point (over 2.5 m deep)	No.	$
E3.3	Supply and install terminal flushing point (up to 2.5 m deep)	No.	$
E3.4	Supply and install terminal flushing point (over 2.5 m deep)	No.	$
E3.3	Supply and install house connection inspection point	No.	$
E4	**CCTV**		
E4.1	CCTV Inspection of the work undertaken.	No.	$

Schedule 4 – Schedule of Daywork Rates and Charges

The rates nominated in this Schedule shall be applicable to all Dayworks authorised by the Superintendent regardless of the aggregate quantity of Dayworks carried out. All rates are to exclude GST.

Plant

The Tenderer shall provide rates for all types of plant and any specialist equipment that will be employed on the Works. The rates shall not include any allowance for plant operators.

Type	Make, Model and Nominal Capacity	Hourly Hire Rate for Daywork	
		Working	Stand-By
Excavator – ≥20 tonne			
Excavator – < 20 tonne			
Backhoe			
Grader			
Roller			
Mini-excavator (limited access areas)			
Water cart			
Loader			

Daily Rate	=	……	times hourly rate(s)
Weekly Rate	=	……	times hourly rate(s)

Labour

The Tenderer shall provide rates for all classifications of labour which are to be employed on the Works.

Classification	Hourly Hire Rate for Daywork
Site Supervisor	
Leading Hand	
Plant Operator	
Labourer	
Tradesman	
Surveying Team	

Schedule 5 – Schedule of Subcontractors and Suppliers of Materials

The Tenderer shall provide the names of any proposed subcontractors and material suppliers in the schedule below. The Principal reserves the right to reject any of the subcontractors and material suppliers listed by the Tenderer in this schedule and request the name(s) of alternative subcontractors or material suppliers.

Nature and Extent of Subcontract Work or Service	Name and Address of Proposed Subcontractor or Material Supplier
Pipe and Material Supply	
Bituminous Surfacing	
Backfilling Sand Supply	
Pavement Material Supply	
Other (Tenderer to nominate)	

Schedule 6 – Work Health and Safety

Tenderers shall complete the following Work Health and Safety (WHS) Questionnaire. The intent of the Questionnaire is to assess the Tenderer's capability to meet the Principal's WHS requirements and the requirements under the *Work Health and Safety Act 2012* (SA). By including the completed questionnaire in their Tender, the Tenderer acknowledges and confirms as accurate all details contained in the questionnaire.

		Yes	No
1	WHS Policy and Management System		
1.1	Is there a written company WHS Policy?	☐	☐
	If yes, please attach a brief outline of the WHS Policy.		
1.2	Is there a company WHS Management System?	☐	☐
	If no, a project specific WHS Management System will need to be developed to identify and protect the Health and Safety of employees and members of the public.		
	If yes, has the WHS Management System been Third Party certified to AS/NZS 4801 (Occupational Health and Safety Management Systems)? If so, please attach a copy of the accreditation certificate.	☐	☐
2	Does the company have a designated officer responsible for WHS?	☐	☐
	If yes, please provide the following details: a) Full name: b) Contact number: c) Email address:		
3	Safe Work Practices and Written Procedures		
3.1	Has the company prepared Safe Operating Procedures (SOP)/Job Safety Analysis (JSA) or specific safety instructions relevant to its operations?	☐	☐
3.2	Is there a documented incident investigation procedure?	☐	☐
3.3	Will a site specific WHS Management Plan be developed for the project?	☐	☐
4	WHS Training		
4.1	Are records maintained of all training and induction programs undertaken for employees in your company?	☐	☐
5	WHS Inspections and Records		
5.1	Are regular Health and Safety inspections undertaken at worksites?	☐	☐
5.2	Is there a procedure by which employees can report hazards at workplaces?	☐	☐
5.3	Does the Company keep records of lost time injuries?	☐	☐
6	Has the company received Safework SA Improvement Notices, Prohibition Notices or had convictions recorded against it in the last 5 years?	☐	☐
7	Has the company assessed its proposed subcontractors in relation to WHS compliance?	☐	☐

Schedule 7 – Insurance

Provide details of insurance currently held by the Tenderer and any proposed subcontractor that would be extended to provide cover for work under the Contract.

Insurance Type	Policy Number	Extent of Cover ($A)		Expiry Date	Name of Insurer
		Per Incident	In Aggregate		
Public and products liability					
Professional Indemnity (if applicable)					
Property and facilities					
Contents					
Vehicles, plant and equipment					
Workers' Compensation					
Directors and Officers (if applicable)					
Other					

Schedule 8 – Quality Systems

Describe the level of quality assurance in place in the Tenderer's organisation and plans to move to quality accreditation if not presently accredited.

_____

_____

_____

Provide details of contracts performed by the Tenderer under its Quality Assurance System.

_____

_____

_____

Schedule 9 – Key Personnel

The Tenderer is to provide details of the key personnel who will be involved with the management, construction and commissioning of the Robe Minor Civil Works to the CWMS project.

Details for key personnel are to include:

- qualifications
- relevant experience and details of similar projects (i.e. CWMS, size, value)

District Council of ROBE

Professional Services Agreement for

Community Wastewater Management System Minor Civil Earthworks

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Schedule

Item 1 Council	District Council of Robe ABN 26 597 040 498 Fax: 08-8768 2432 Email: council@robe.sa.gov.au Phone: 08-8768 2003
Item 2 Contractor	ABN Fax: Email: Phone:
Item 3 Reimbursable Expenses	Not applicable
Item 4 Insurance requirements	**Public liability insurance** Company: Policy: Expiry: Amount : $20M for any one incident
Item 5 Commencement Date	
Item 6 Termination Date	
Item 7 Council's Representative	Nick Brown, Deputy Chief Executive Officer and any other person as may be advised by the Council in writing

Item 8 Contractor's Staff	XXX and any other person as may be approved by the Council in writing
Item 9 Confidential Sections	Not applicable
Item 10 Contractor's Representative	XXX and any other person as may be advised by the Contractor in writing

Date

XX February 2018

Parties

District Council of Robe ABN 26 597 040 498 of Royal Circus (PO Box 1) Robe, SA 5276 (**Council**)

The person specified in Item 2 of the Schedule (**Contractor**)

Background

A. Pursuant to a Request for Tender process, the Council sought submissions from suitably qualified parties for the Services.

B. The Contractor submitted a tender for the Services, and the Council accepted it.

C. The Contractor agrees to perform the Services on the terms in this agreement.

Agreed Terms

1. Definitions and Interpretation

1.1 Definitions

In this agreement:

Agreement means this agreement and includes the Schedule and the Annexures.

Annexure refers to an Annexure of this agreement.

Authorisation includes any authorisation, agreement, approval, licence, permit, consent, qualification, accreditation, registration, certificate, declaration or exemption and any renewal and variation of them by or with a Governmental Agency.

Background Intellectual Property means Intellectual Property Rights in the Deliverables which were not specifically created as part of the Services (including the pre-existing Intellectual Property Rights of the Contractor and Intellectual Property Rights of third parties).

Clause refers to a clause of this agreement.

Commencement Date means the date specified in Item 5 of the Schedule.

Confidential Information means any documentation or information of a confidential nature supplied by either of the parties to the other in connection with this agreement and includes all

scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by each party, but specifically excludes any documentation or information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by Law.

Confidential Sections are those clauses, Schedules and/or Annexures specified in specified in Item 9 of the Schedule that are deemed to be confidential for the purposes of the FOI Act.

Contractor's Representative means the person specified in Item 10 of the Schedule.

Contractor's Staff means the people approved by the Council to perform the Services, being those persons specified in Item 8 of the Schedule.

Council means the Council specified in Item 1 of the Schedule.

Council's Representative means the person specified in Item 7 of the Schedule.

Data means information directly or indirectly relating to this agreement and/or the Services.

Deliverables means all documents, equipment, software, information and Data produced as part of the Services and supplied to the Council as part of the Services.

Fee means the fee payable by the Council for the Services, which is to be determined and reviewed in the manner set out in **Error! Reference source not found.**, and which is more specifically set out in each Purchase Order.

FOI Act means *Freedom of Information Act 1991* (SA).

Force Majeure Event means an event beyond the reasonable control of the parties which precludes a party from performing on time an obligation under this agreement. Such circumstances include:

(a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; and

(b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.

Governmental Agency means any government or any government, semi-governmental, administrative, fiscal or judicial body, commission, authority, tribunal, agency or entity including any self-regulatory organisation established under statute or any stock exchange.

Intellectual Property Rights includes property and rights in respect of or in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions) whether created before or on or after the agreement.

Law means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.

Notice means a notice, demand, consent, approval or communication under this agreement.

Purchase Order refers to any of purchase orders placed by the Council pursuant to clause 3.1 in the form attached at **Error! Reference source not found.** to this agreement.

Recipient refers to a party who receives a supply pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Reimbursable Expenses means the expenses specified in Item 3 of the Schedule.

Reportable Incident means any accident, injury, property or environmental damage or any potential breach of any Law that occurs during or as a result of this agreement.

Schedule refers to the Schedule of this agreement.

Services means those services which the Contractor is to perform under this agreement, more specifically set out in Annexure A.

Special Conditions mean the special conditions set out in Annexure C, if any.

Standing Offer means the standing offer made by the Contractor to the Council pursuant to clause 3.1.

Supplier refers to a party who makes an supply under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Term means the period starting on the Commencement Date and finishing on the Termination Date.

Termination Date means the date specified in Item 6 of the Schedule, unless this agreement is terminated in accordance with this agreement.

Variation means any change to the Services including any addition, increase, decrease, omission, deletion, demolition or removal to or from the Services.

1.2 **Interpretation**

In this agreement, unless the context otherwise requires:

1.2.1 headings do not affect interpretation;

1.2.2 singular includes plural and plural includes singular;

1.2.3 a reference to a party includes its executors, administrators, successors and permitted assigns;

1.2.4 a reference to a person includes a partnership, corporation, association, government body and any other entity;

1.2.5 a reference to this agreement includes any schedules and annexures to this agreement;

1.2.6 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

1.2.7 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

1.2.8 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;

1.2.9 a provision is not construed against a party only because that party drafted it;

1.2.10 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;

1.2.11 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

1.2.12 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by that Act at the date of this agreement;

1.2.13 an expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given by that Act at the date of this agreement.

2. Engagement of Contractor

2.1 The Council engages the Contractor who accepts the engagement for the Term to perform the Services on the terms of this agreement.

2.2 The parties acknowledge that nothing in this agreement creates or infers a relationship between the parties of partnership or employer/employee.

3. Basis of Engagement

3.1 **Standing Offer Arrangement**

3.1.1 The Contractor hereby irrevocably grants the Council with a Standing Offer during the Term to provide the Services for the Fee at the times requested by the Council.

3.1.2 The Council may place an order for the Services at any time during the Term by sending a Purchase Order to the Contractor.

3.1.3 Each Purchase Order by the Council constitutes an acceptance of the Standing Offer by the Contractor to provide the Services and will constitute an agreement for the

Contractor to provide the Services to the Council in accordance with the Purchase Order and the terms and conditions of this agreement.

3.1.4 The Council is not obliged to request any or any minimum number of Services from the Contractor under this agreement.

3.1.5 The arrangements contemplated by this agreement are not an exclusive arrangement and the Council may, at its discretion, engage other Contractors to provide the Services.

3.1.6 The Services will be provided as and when required by the Council in accordance with a Purchase Order.

3.2 **Publicity and Changes**

3.2.1 The Contractor must not (without the prior written consent of the Council) advertise, promote or publish in any form, the fact that the Contractor is providing the Services to the Council.

3.2.2 The Contractor must immediately notify the Council in writing of:

3.2.2.1 any change in the financial or technical capacity of the Contractor which a reasonable person would consider adversely impacts upon the Contractor's ability to provide the Services to the Council; and/or

3.2.2.2 any change in the Contractor's ownership.

4. Invoicing and Payment

4.1 **Payment of Fee**

4.1.1 The Council will pay to the Contractor the Fee for the provision of the Services in accordance with the provisions of this agreement.

4.1.2 The Contractor will issue the Council with an invoice at the end of the month in which it provides a cleaning service.

4.2 **Reimbursable Expenses**

Subject to clause 4.3.2.4, the Council will pay to the Contractor the Reimbursable Expenses directly incurred by the Contractor in the supply of the Services.

4.3 **Payment terms**

4.3.1 Payment of the Fee and Reimbursable Expenses will be due within 30 days from the end of the month in which the Council receives a correctly rendered tax invoice from the Contractor.

4.3.2 A tax invoice is correctly rendered when it:

4.3.2.1 describes the Services provided and the period to which the Services relate;

4.3.2.2 displays the Council's Purchase Order number;

4.3.2.3 displays the terms of payment of the Fee described in the invoice;

4.3.2.4 displays the terms of payment of the Reimbursable Expenses and attaches receipts for all Reimbursable Expenses claimed for the period;

4.3.2.5 is addressed to the Council's address specified in Item 1 of the Schedule; and

4.3.2.6 set out in reasonable detail the manner and basis of the calculation of the Fee and Reimbursable Expenses, including the component of GST.

4.4 **Effect of payment**

A payment of all or part of the Fee is not an acceptance of the Services or a waiver of a right or action of the Council.

4.5 **Right of set off**

The Council may deduct from amounts otherwise payable to the Contractor any amount due from the Contractor to the Council.

5. Standard and Scope of Services

5.1 The Contractor represents and warrants to the Council that:

5.1.1 all actions and conditions required to be taken, fulfilled and done by it in order to enable it to enter into, exercise its rights and perform its obligations under this agreement have been done; and

5.1.2 all Authorisations required for its entry into, exercise of its rights under, and performance of its obligations under this agreement have been obtained.

5.2 The Contractor must provide the Council with the Services in the manner and at the times or within the timeframe specified in each Purchase Order.

5.3 The Contractor must:

5.3.1 perform the Services with all the skill, care and diligence to be expected from a qualified, competent and experienced provider of services similar to the Services;

5.3.2 devote such of its time and ability as is appropriate and reasonably necessary for the proper and timely performance of the Services;

5.3.3 comply with all Authorisations and all applicable Laws, accepted industry standards, specifications and procedures in the performance of the Services and its obligations under this agreement; and

5.3.4 comply with any reasonable requests of the Council, whether in relation to the manner of the performance of the Services or otherwise.

5.4 The Contractor must supply at its own expense all plant, equipment and facilities required for the performance of the Services and maintain them in a safe and good working condition.

5.5 The Contractor must keep the Council fully and regularly informed as to all matters affecting or relating to the Services and must provide to the Council any information reasonably requested by the Council to monitor the performance of the Contractor's obligations under this agreement.

5.6 The Contractor must promptly notify the Council of a Reportable Incident within 24 hours of the incident taking place. The Contractor must provide a report to the Council's Representative giving complete details, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

5.7 Times for the fulfilment of the Contractor's obligations under this agreement are essential terms of this agreement.

6. Variation to Services

6.1 The Council may, by written notice to the Contractor, request a Variation to the Services. This may consist of a direction to the Contractor to change the character, quality, scope and/or extent of the Services.

6.2 Subject to clause 6.4, the Contractor must not carry out a Variation unless and until the Council provides to the Contractor a written Variation and the Variation is valued.

6.3 A Variation is valued as follows:

6.3.1 where the Variation can be valued by the application of rates accepted by the Council - by the application of those rates; or

6.3.2 where there are no relevant rates - the Council's Representative and the Contractor's Representative may, by agreement, determine a reasonable value.

6.4 If the Council gives the Contractor a written instruction that a matter is so urgent that the Contractor should proceed with the Variation before it is valued, the Contractor may proceed with the Variation and the Variation must be valued afterwards by the Council's Representative and the Contractor's Representative.

6.5 If the Council's Representative and the Contractor's Representative are unable to reach agreement under clauses 6.3.2 or 6.4, the matter will be resolved under clause 15.

6.6 No Variation invalidates this agreement irrespective of the character or value of the Variation.

6.7 All Variations must be in writing and signed by the Council's Representative.

7. Contractor's Staff

7.1 The Contractor acknowledges that the Council enters into this agreement on the basis of the skills, reputation, qualifications, experience and knowledge of the Contractor's Staff and that the Services must be performed only by the Contractor's Staff.

7.2 The Contractor may request in writing that the Council approve further people as Contractor's Staff.

7.3 The Council may, in its absolute discretion, give (conditionally or unconditionally) or withhold such approval.

7.4 The Contractor is responsible for the performance of the Services by Contractor's Staff and will not be relieved of its obligations or liabilities under this agreement.

7.5 The Contractor is responsible for labour management and industrial relations in respect of the provision of the Services by the Contractor's Staff.

7.5.1 The Council does not bear or accept any additional costs as a result of the impact of any industrial dispute on the performance of the Services.

7.5.2 In the event of an industrial dispute, the Contractor must take all reasonable steps to ensure the continuation of the Services without adverse impact on the Council.

8. Insurance

8.1 During the Term, the Contractor must maintain all insurances required by Law and this agreement, including:

8.1.1 public liability insurance for the amount specified in Item 4 of the Schedule in respect of any one incident arising during or in consequence of the performance of the Services. The insurance policy must bear an endorsement from the insurer acknowledging the indemnities given by the Contractor under this agreement;

8.1.2 any other insurances specified in Item 4 of the Schedule.

8.2 The Contractor must produce evidence of those insurances to the Council upon request.

8.3 All insurance policies must bear an endorsement from the insurer that it will notify the Council if the policy is cancelled or altered or allowed to lapse.

8.4 The Contractor must not allow any act or omission which would make any policy of insurance void or unenforceable.

8.5 The Contractor must register itself with WorkCover and maintain that registration and pay all levies pursuant to the *Workers Rehabilitation and Compensation Act 1986* (SA) at all times during the Term. The Contractor must produce evidence of that registration to the Council upon request.

8.6 The Contractor must ensure that its subcontractors (so long as they have been approved by the Council) comply with this clause.

9. Ownership of Intellectual Property Rights and Deliverables

9.1 The Contractor warrants that the Deliverables will not infringe the Intellectual Property Rights of any person. The Contractor fully indemnifies the Council against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party against the Council alleging that the Deliverables infringe any such Intellectual Property Rights.

9.2 The Contractor hereby assigns to the Council all future copyright and all other rights of a like nature in the Deliverables throughout all countries of the world to the intent that such rights will, upon their creation, vest in the Council.

9.3 Subject to clause 9.4, title to all Intellectual Property Rights in the Deliverables (other than copyright vesting in the Council under clause 9.2), will be assigned to the Council upon its creation.

9.4 The Contractor hereby grants the Council a perpetual, royalty-free, non-exclusive licence of Background Intellectual Property, with a right to grant sub-licences, to the extent necessary to use or reproduce in any way the Deliverables.

9.5 The Contractor must do all such things and execute all such forms and documents as are necessary to permit or facilitate the performance of the transactions contemplated by this clause 9.

10. Indemnity and Exclusion of Liability

10.1 The Contractor must indemnify the Council and its employees, officers and Contractors against all claims, demands, expenses, loss or damage in respect of loss or damage to any property, or the death of or personal injury to any person, caused or contributed to by the Contractor, a breach by the Contractor of this agreement, a wilful unlawful or negligent act or omission of the Contractor, and any claim action or proceeding by a third party against the Council or its employees officers and Contractors caused or contributed to by the Contractor.

10.2 This indemnity is reduced by the extent to which the Council contributes to the event giving rise to the claim for the indemnity.

10.3 The Contractor must perform the Services at its own risk in all things and releases the Council and its employees, officers, members and Contractors from all claims, actions, proceedings,

costs, expenses, losses, suffering, and liabilities incurred by the Contractor or its employees, agents, subcontractors and third parties which arise from the performance of the Services.

11. Non Performance by Contractor

If the Contractor breaches a provision of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so, the Council may:

11.1 suspend any or all payment of the Fee until the breach is remedied; and/or

11.2 remedy the breach itself whether by the use of the Council's employees or other Contractors and deduct the cost of remediation from any Fee due to the Contractor; and/or

11.3 terminate this agreement in accordance with clause 13.1; and/or

11.4 pursue any other legal remedies available to the Council.

12. Force Majeure

12.1 If a Force Majeure Event causes delay or failure by a party to perform its obligations under this agreement:

12.1.1 neither party is liable for such delay or failure; and

12.1.2 all obligations of a party under this agreement are suspended until the Force Majeure Event ceases to apply.

12.2 A party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this agreement must:

12.2.1 notify the other party as soon as possible giving:

12.2.1.1 reasonably full particulars of the Force Majeure Event;

12.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the time required to enable it to resume full performance of its obligations; and

12.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;

12.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;

12.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event abates to an extent which permits resumption of performance;

12.2.4 notify the other party when the Force Majeure Event terminates or abates to an extent which permits resumption of performance; and

12.2.5 notify the other party when resumption of performance occurs.

12.3 If a delay or failure under this clause exceeds 60 days, the Council may immediately terminate this agreement by written notice to the Contractor. In such circumstances, the Council will be liable to the Contractor only in respect of the Fees properly owing up to the date of termination in respect of the Services (or part thereof) performed to the Force Majeure Event. Without limiting the effect of this clause 12.3, the Council will not be liable to compensate the Contractor for loss of potential profits or other consequential loss incurred by the Contractor arising from termination by the Council pursuant to this clause.

13. Termination

13.1 **Termination by Council**

13.1.1 The Council may immediately terminate this agreement by giving notice to the Contractor if the Contractor:

13.1.1.1 ceases to carry on business or becomes otherwise unable to perform its obligations under this agreement; or

13.1.1.2 breaches a material or essential term of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so; or

13.1.1.3 becomes an externally-administered body corporate or an insolvent under administration; or

13.1.1.4 becomes insolvent or bankrupt.

13.1.2 In such circumstances, the Council will be liable to the Contractor only in respect of the Fees properly owing up to the date of termination in respect of the Services (or part thereof) performed to that time. Without limiting the effect of this clause 13.1.2, the Council will not be liable to compensate the Contractor for loss of potential profits or other consequential loss incurred by the Contractor arising from termination by the Council pursuant to this clause.

13.2 **Termination by Contractor**

The Contractor may immediately terminate this agreement if the Council breaches a material term of this agreement and fails to remedy the breach within a reasonable time after receiving notice requiring it to do so.

13.3 **Accrued rights and remedies**

Termination of this agreement under this clause does not affect any accrued rights or remedies of either party.

14. Confidential Information and Freedom of Information

14.1 Each party agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose, except for the purposes of and in the manner contemplated by this agreement, and agrees that it will:

14.1.1 keep confidential;

14.1.2 take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;

14.1.3 maintain proper and secure custody of; and

14.1.4 not use or reproduce in any form;

any Confidential Information belonging to the other party. Any departure from a party's obligations pursuant to this clause may only be with the written consent of the other party or as required by law or the terms of this agreement.

14.2 The Contractor consents to any disclosures made as a result of the Council complying with its obligations under the FOI Act, subject to any legally required consultation.

14.3 Unauthorised disclosure of any Confidential Sections constitutes a breach of a party's obligations under this agreement.

15. Dispute Resolution

15.1 **General**

15.1.1 A party must not commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this agreement, unless it first attempts to resolve the dispute by negotiation and mediation under this clause.

15.1.2 A party claiming that a dispute has arisen under this agreement must give written notice to the other party specifying the nature and details of the dispute.

15.1.3 On receipt of that notice by the other party, the parties must negotiate in good faith to resolve the dispute.

15.1.4 If the parties are unable to resolve the dispute within 10 business days, they must promptly refer the dispute:

15.1.4.1 in the case of the Council to the Chief Executive Officer; and

15.1.4.2 in the case of the Contractor to the Contractor's Representative.

15.1.4.3 a mediator agreed by the parties; or

15.1.4.4 if the parties are unable to agree a mediator within five business days, a mediator nominated by the President of the Law Society or the President's nominee.

15.1.5 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.

15.1.6 Any information or documents disclosed by a party under this clause:

15.1.6.1 must be kept confidential; and

15.1.6.2 may not be used except to attempt to resolve the dispute.

15.1.7 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

15.2 **Arbitration**

15.2.1 If the dispute is not resolved within 10 business days of appointment of the mediator, a party may refer the dispute to:

15.2.1.1 an arbitrator agreed by the parties; or

15.2.1.2 if the parties are unable to agree an arbitrator within five business days, an arbitrator nominated by the Chairperson of the South Australian Chapter of The Institute of Arbitrators and Mediators Australia or the Chairperson's nominee.

15.2.2 A referral to arbitration is a submission to arbitration within the meaning of the *Commercial Arbitration Act 2011* (SA).

15.2.3 The party serving the notice of arbitration must lodge with the arbitrator a security deposit for the cost of the arbitration proceedings.

15.2.4 The arbitrator may determine the amount of costs, how costs are to be apportioned and by whom they must be paid.

15.3 **Performance**

If possible, each party must perform its obligations under this agreement during negotiations, mediation and arbitration proceedings.

16. Subcontracting and Assigning

16.1 The Contractor must not assign or subcontract this agreement or any right or obligation under it without the prior written consent of the Council, which may be granted or withheld by the Council in its absolute discretion.

16.2 With any application for such consent, the Contractor must provide all information required by the Council, including evidence that the proposed assignee or subcontractor is capable of performing the Services to be assigned or subcontracted.

16.3 Unless otherwise agreed in writing by the Council, no such assignment or subcontract relieves the Contractor from any liability under this agreement or at Law in respect of the performance or purported performance of this agreement and the Contractor is responsible for the acts and omissions of any assignee or subcontractor or any assignee's or subcontractor's employees and agents as if they were the acts or omissions of the Contractor.

16.4 For the purpose of this clause, if the Contractor is a company, an assignment of this agreement includes any change in the beneficial ownership of the share capital of the Contractor, or the resignation, death or appointment of any director of the company, which alters the effective control of the Contractor.

17. Miscellaneous

17.1 **Special Conditions**

If there is an inconsistency between a Special Condition set out in Annexure C and the rest of this agreement, the Special Condition prevails to the extent of the inconsistency.

17.2 **Alteration**

This agreement may be altered only in writing signed by each party.

17.3 **Entire agreement**

This agreement:

17.3.1 constitutes the entire agreement between the parties about its subject matter; and

17.3.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

17.4 **Waiver**

A waiver of a provision of or right under this agreement must be in writing signed by the party giving the waiver and is effective only to the extent set out in the written waiver.

17.5 **Exercise of power**

17.5.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.

17.5.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

17.6 **Survival**

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

17.7 **Further action**

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

17.8 **Governing law**

17.8.1 This agreement is governed by the law in South Australia.

17.8.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

17.9 **Ombudsman**

The Contractor acknowledges that the *Ombudsman Act 1972* (SA) empowers the Ombudsman to investigate matters in the public interest. The Contractor must ensure compliance with all obligations arising under that Act and all applicable Laws.

17.10 **Work Health and Safety**

In complying with its obligations pursuant to this agreement, the Contractor agrees to:

17.10.1 comply with any environmental requirements of the Council communicated from time to time by the Council to the Contractor;

17.10.2 comply with all requirements of the *Work Health and Safety Act 2012* (SA) and any regulations made under it;

17.10.3 comply with any reasonable requests of the Council in relation to the Contractor's performance of its obligations pursuant to this agreement; and

17.10.4 promptly notify the Council of any accident, injury, property or environmental damage of any potential breach of any law (reportable incident) that occurs during or as a result of this agreement. Within 24 hours of a reportable incident, the Contractor must provide a report to the Council's Representative giving complete details, including the results of investigations into its cause and recommendations or strategies for prevention in the future.

17.11 **ICAC**

The Contractor acknowledges and agrees that by entering into this agreement with the Council the Contractor will be considered to be a public officer for the purposes of the *Independent Commissioner Against Corruption Act, 2012* (SA) (**ICAC Act**) and is obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

18. Goods and Services Tax

18.1 **Consideration does not include GST**

Unless specifically described as 'GST inclusive', any payment or consideration under this agreement does not include GST.

18.2 **Gross up of consideration**

Where a supply by a Supplier to a Recipient under this agreement is subject to GST (other than a supply specifically described as 'GST inclusive'):

18.2.1 the expressed consideration for that supply must be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

18.2.2 the Recipient must pay that additional amount at the same time and in the same manner as the expressed consideration.

18.3 **Reimbursements**

If a payment to a party under this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with the previous subclause.

18.4 **Tax invoices**

Notwithstanding any other provision of this agreement, the Recipient need not make any payment for a taxable supply made by the Supplier under this agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

18.5 **Adjustments**

If an adjustment event has occurred in respect of a taxable supply made under this agreement, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.

19. Notices

19.1 A Notice must be:

19.1.1 in writing, in English and signed by a person authorised by the sender; and

19.1.2 hand delivered or sent by pre paid post or facsimile or electronic communication to the recipient's address or facsimile number specified in the Schedule, as varied by any Notice given by the recipient to the sender.

19.2 A Notice is deemed to be received:

19.2.1 if hand delivered, on delivery;

19.2.2 if sent by prepaid post, two business days after posting (or seven business days after posting if posting to or from a place outside Australia);

19.2.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender;

19.2.4 if sent by electronic communication, at the time deemed to be the time of receipt under the *Electronic Transactions Act 1999* (Cth) if the notice was being given under a Law of the Commonwealth of Australia.

19.3 However if the Notice is deemed to be received on a day that is not a business day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next business day.

20. Costs

Each party must pay its own costs of preparing this agreement and any document required by it.

Annexure A Services

As described in the attachment **Tonkin Consulting Robe Community Wastewater Management System Minor Civil Earthworks – Technical Specification.**

Annexure B Fee

Description of Services	Community Wastewater Management System Minor Civil Earthworks
Price (exclusive of GST)	$
Other Pricing Detail (if applicable):	
Proposed Completion Date: To be advised.	

[

Annexure C Special Conditions

Nil

EXECUTED as an agreement

By the Council

SIGNED by Chief Executive Officer under delegated authority in the presence of:	
.....	.....
Signature	Signature of witness
	.....
	Name of witness (print)

The common seal of [Insert Company name] was affixed in accordance with its Constitution and by the authority of its directors:

Director	Director/Secretary

Executed by [Insert Company name] in accordance with section 127(1) of the *Corporations Act* by the authority of its directors:

Signature of Director	Signature of Director/Secretary
Name of Director (print)	Name of Director/Secretary (print)

Signed by [insert name] in the presence of:

Signature	Signature of witness
	Name of witness (print)

Signed by in the presence of:

Signature	Signature of witness
	Name of witness (print)

Robe
Community Wastewater Management System

Technical Specification

Minor Civil Earthworks

District Council of Robe

December 2017

Ref No. 20161180S01

Tonkin CONSULTING

Document History and Status

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Part A General Provisions

A1 Introduction

This Technical Specification details the technical requirements for all works including the supply, installation, construction and commissioning of works associated with the Robe Community Wastewater Management System (CWMS) for The District Council of Robe.

This specification 20161180S001 covers the works required for civil and earthworks.

A2 Scope of Works

The contract as detailed herein shall comprise the whole of the plant, labour and materials necessary to execute the works described in this specification, including any obvious items for the proper completion of the work comprising.

The works included shall include the completion and remediation of the four minor civil works locations identified. These are:

- Location 1- The repair of the manhole due to a large root intrusion located on Cawthorne Drive. There is continual ingress of water into the CWMS that needs to be stopped.
- Location 2 - The replacement of pipework located on Main Road, as there is a section that is squashed. It is likely this pipe will fail if not repaired.
- Location 3 - The repair and replacement of pipework at Pump Station 16 located on Main Road. It is suspected the pipework has sheared off at the manhole connection allowing ingress of water into the pipeline.
- Location 4 - Investigation and potential excavation of the riser located on Main Road. This area is in scrub, and the riser is to be located and repaired.

A CCTV inspection has been undertaken to identify these four major areas of ingress into the CWMS network. This CCTV footage will be made available to the successful tenderer.

Any assumptions made in the development of the fee shall be stated with the tender submission.

A3 Order of Work

Unless otherwise directed by the Superintendent, the works can be carried out in the following order:

- The contractor is to develop the Traffic Management Plan, Environmental Management Plan, Native Vegetation Management, WHS Plan, Quality Management Plan to the satisfaction of the Superintendent.
- The Contractor is to develop Resident Notifications and obtain Superintendent approval.
- Commencement of mobilisation to site.

Location 1 - Manhole Root Intrusion

- The Contactor is to confirm the location of the root intrusion into the CWMS.
- The Contractor shall develop an appropriate safe construction methodology for the approval of the Superintendent. The Contractor shall maintain effluent flow paths for the Cawthorne Drive as construction will have an impact on the existing flow paths. The Contractor shall nominate appropriate staging of the work, i.e. alternate effluent capture and disposal during construction, or later timing to allow for immediate connection to a completed system.
- The Contractor shall develop a Program for the works.

- The Contractor shall isolate the nominated area, including managing traffic in accordance with the approved Traffic Management Plan.
- The Contractor is to commence repair of the CWMS in accordance with the agreed program, including the nominated inspections by the Superintendent at;
    - Stage 1 – Excavation complete (including vegetation removal)
    - Stage 2 – Repair/Replacement of manhole complete
    - Stage 3 – Backfilling complete
- Upon completion, the Contractor is to undertake a CCTV inspection of the works undertaken to ensure that the work has been completed to the satisfaction of the Superintendent.

Location 2 - Squashed Pipe Repair

- The contactor is to confirm the location of the squashed pipe within the CWMS along Main Road outside the Lakeside Caravan Park.
- The Contractor shall develop an appropriate safe construction methodology for the approval of the Superintendent. The Contractor shall maintain effluent flow paths for the Lakeside Caravan Park and contributing pipelines as construction will have an impact on the existing flow paths. The Contractor shall nominate appropriate staging of the work, i.e. alternate effluent capture and disposal during construction, or later timing to allow for immediate connection to a completed system.
- The Contractor shall develop a Program for the works.
- The Contractor shall isolate the nominated area, including managing traffic in accordance with the approved Traffic Management Plan.
- The Contractor is to commence repair of the CWMS in a staged approached subject to the agreed program, including the nominated inspections by the Superintendent at;
    - Stage 1 – Excavation complete (including vegetation removal)
    - Stage 2 – Repair/Replacement of manhole complete
    - Stage 3 – Backfilling complete
- Upon completion, the contractor is to undertake a CCTV inspection of the works undertaken to ensure that the work has been completed to the satisfaction of the Superintendent.

Location 3 - Sheared Pipe Repair

- The Contactor is to confirm the location of the sheared pipe within the CWMS at the Pump Station at 77 Main Road.
- The Contractor shall develop an appropriate safe construction methodology for the approval of the Superintendent. The Contractor shall maintain effluent flow paths for the contributing CWMS as construction will have an impact on the existing disposal paths. The Contractor shall nominate appropriate staging of the work, i.e. alternate effluent capture and disposal during construction, or later timing to allow for immediate connection to a completed system.
- The Contractor shall develop a Program for the works.
- The Contractor shall isolate the nominated area, including managing traffic in accordance with the approved Traffic Management Plan.
- The Contractor is to commence repair of the CWMS in a staged approached subject to the agreed program, including the nominated inspections by the superintendent at;
    - Stage 1 – Excavation complete (including vegetation removal)
    - Stage 2 – Repair/Replacement of manhole complete

- Stage 3 – Backfilling complete

- The Contractor is to undertake a CCTV inspection of the works undertaken to ensure that the work has been completed to the satisfaction of the Superintendent.

Location 4 - Investigation Works

- The Contactor is to undertake an intrusive investigation of the small area of scrub adjacent to Pump Station at 77 Main Road, for sources of water ingress.
- The Contractor shall develop an appropriate safe construction methodology for the approval of the Superintendent. The Contractor shall maintain effluent disposal paths for the contributing CWMS as construction will have an impact on the existing disposal paths. The contractor shall nominate appropriate staging of the work, i.e. alternate effluent capture and disposal during construction, or later timing to allow for immediate connection to a completed system.
- The Contractor shall develop a Program for the works.
- The Contractor shall isolate the nominated area, including managing traffic in accordance with the approved Traffic Management Plan.
- The Contractor is to commence repair of the CWMS in a staged approached subject to the agreed program, including the nominated inspections by the Superintendent at;
    - Stage 1 – Excavation complete (including vegetation removal)
    - Stage 2 – Repair/Replacement of manhole complete
    - Stage 3 – Backfilling complete
- The contractor is to undertake a CCTV inspection of the works undertaken to ensure that the work has been completed to the satisfaction of the Superintendent.

A4 Design Life

The design life for the Robe CWMS Civil Works components shall meet as a minimum:

Component	Minimum Life
Pipework	80 years
Civil construction	50 years
Concrete	50 years
Protective Coatings	15 years

A5 Water for Works

The Contractor shall make their own arrangements for the supply of any water necessary for the works. The use of groundwater for construction purposes shall not be permitted.

A6 Electricity for Works

The Contractor shall make all necessary arrangements for the supply of electrical power for use temporarily on the works and shall pay all fees, charges etc. in connection therewith.

A7 Antiquities

The Superintendent is to be notified of any articles of value, coins, objects of antiquity or Aboriginal Heritage which may be found on site.

A7.1 Aboriginal Artefacts

Notwithstanding any other provision of this document the provisions of this Clause will prevail in respect of Aboriginal Artefacts.

During trenching activities or any other activities which involve excavation during the construction period the site may be inspected by an archaeological expert for evidence of aboriginal or other historic sites. The Contractor shall provide unrestricted access for this purpose.

The Contractor shall comply in all respects with the Aboriginal Heritage Act and shall also report to the Superintendent the discovery of any item or remains which may be of archaeological or historic interest.

The Contractor will cease that portion of any work surrounding the discovery and allow access to appropriate authorities for the inspection of such items.

Any delay resulting from any such discovery will be deemed to be Force Majeure and an extension of time will be granted.

No extension of time costs will apply to any extension of time granted unless and until a direction is issued by an inspector or the Minister pursuant to the Aboriginal Heritage Act prohibiting or restricting the works or activities on the site whereupon 50% of any extension of time costs will be reimbursed to the Contractor.

A8 Preservation of Trees and Vegetation

The Contractor shall refrain from destroying, removing or clearing trees and shrubs to an extent greater than is necessary for the execution of the work under the contract. Any areas to be cleared shall be inspected by the Contractor and the Superintendent's approval obtained before any trees or shrubs are removed, cleared or destroyed.

The Contractor shall take every reasonable precaution not to damage any tree, including its root system, which is nominated to be retained.

All construction activities, including storage of materials, vehicles, equipment or rubbish, must be kept away from existing trees which are to be retained. Before any excavation is carried out over roots of trees to be retained, obtain a ruling from the Superintendent as to whether the levels in the vicinity of the tree can be adjusted to protect the roots.

The Superintendent may direct the Contractor to repair any damage or injury to a tree that is to remain. This work shall be carried out by an approved tree surgeon engaged by the Contractor.

A9 Public Utilities

The Contractor shall investigate the existence and location of buried and overhead public and private services within the working area. The Contractor shall satisfy itself as to their exact location in liaison with the relevant service authority.

The Contractor shall comply with the guidelines issued by the Office of the Technical Regulator and relevant authorities when working in the vicinity of underground and overhead services. The Contractor shall take due care when working in the vicinity of existing services and take all necessary precautions during the Contract to protect all services from damage. The Contractor shall be responsible for any cost resulting from damage to services through its operations.

The Contractor shall be responsible for determining the effect of the existing services on construction activities, and shall make all arrangements and necessary payments to the respective authorities for any temporary or permanent relocation of services and new service connections which may be required by or as a consequence of its operations and the project requirements.

If, while works are in progress, any authority desires to place a service, the Contractor shall allow reasonable access and working space for the authority to carry out such placement, if so requested by the Superintendent.

Any existing or abandoned service that is disturbed shall be restored to the satisfaction of the service authority at the Contractor’s cost.

A9.1 Temporary Alterations to Public Utilities

If, during the course of construction works, the Contractor deems it necessary to have Public Utilities removed or altered to enable easier or quicker construction, such removal or alterations will be arranged by the Contractor and any costs incurred will be paid by the Contractor.

A10 Site Facilities

A10.1 Site Compound

The Contractor may establish a site compound for storage of plant, equipment and materials to be incorporated in the works. The location of the site compound shall be agreed in writing with the Superintendent.

The Contractor shall maintain the site compound in a neat, tidy and safe manner. The compound shall be appropriately fenced off, signed and locked outside of working hours to the satisfaction of the Superintendent. The compound shall in no way restrict pedestrian or vehicular traffic.

On completion of the works the Contractor shall promptly remove the site compound and reinstated the area to an equal or better condition to the satisfaction of the Superintendent.

A10.2 Site Amenities

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

A11 Relevant Authorities

The Contractor shall be responsible for liaising with all relevant authorities with regard to programming of works. Where work is to be undertaken in accordance with relevant authorities' standards and specifications, the Contractor is to seek and obtain the necessary approvals.

A12 Salvaged Materials

Unless otherwise specified and subject to the provisions of sub-clause 27.5 of the General Conditions of Contract, materials, plant, equipment and other items salvaged from the works shall become the property of the Contractor and shall be removed by him from the site.

A13 Environmental Management and Protection

The Contractor shall take all measures necessary to ensure minimum disturbance to the existing environment by its operations.

The Contractor shall observe all environmental management rules, regulations and codes of practice and shall comply with all notices and instructions issued by the Superintendent in relation to such Rules and Regulations.

When flammable or combustible materials are to be stored or used, the Contractor shall adhere strictly to relevant standards or codes of practice.

A14 Solid, Liquid and Gaseous Contaminants

The Contractor shall be responsible for the proper disposal of all solid, liquid and gaseous contaminants in accordance with all statutory and contractual requirements including the provisions of this clause.

Gaseous contaminants shall be discharged in such a manner that they will be sufficiently diluted with fresh air, such that the toxicity will be reduced to a recognised acceptable level.

Subject to statutory and local requirements, liquid contaminants shall be contained in approved vessels for disposal at an approved site.

Solid contaminants shall be disposed of by removal from the site to approved locations or as otherwise directed by the Superintendent.

A14.1 Disposal of Refuse

Refuse from construction operations, including foodscraps and the like, shall be removed from the site. Refuse shall not be dropped free but hoppers and shutters or chutes or refuse buckets shall be used.

All hoppers, chutes or buckets for refuse shall be covered or be of such design as to fully confine the material and prevent dissemination of dust.

A15 Trucking

Trucks accessing the site with earth materials or loose debris shall be loaded in such a manner as to prevent dropping of materials and prevent a dust nuisance. The wheels, tracks and body surfaces of all plant and vehicles leaving the site shall be free of mud so that mud is not carried on to adjacent roads or paved areas.

A16 Resident Notification

Prior to works commencing, the Contractor shall undertake a letter box drop of a written notice or alternative notification to all residents living in the street or streets in which the works are to be carried out. The Contractor shall submit a draft notice to the Superintendent for approval prior to distribution.

The notice shall include an introduction of the Contractor, a description of the works, expected commencement and duration of the works for which they have been engaged and shall identify a contact person and provide contact details including an after hours telephone number.

A17 Dilapidation Survey of Adjoining Properties and Structures

The extent of dilapidation reporting is to be determined between the Contractor and Superintendent. A provisional sum is to be provided at the time of tender, clearly explaining the extent that has been allowed for.

Photographic and written records of the condition of existing properties, buildings, road surfaces and other relevant structures or facilities adjacent to the work or likely to be affected by the works (in the opinion of the Contractor) shall be provided by the Contractor and used, as one source of information, to assess the responsibility for damage and/or making good arising out of the contracted work.

A copy of each record shall be made available for inspection at the Principal's office.

Access to property for the purpose of making such records shall be effected through the Superintendent or a nominated officer of the Principal.

A18 Working in an Easement

Where the Contractor is required to work in easements it shall contain its activities to that easement and shall comply with all reasonable requirements of the land owner. At the completion of the work the area of the easement shall be left in a condition as near as possible to its original condition.

A19 Quality Management

A19.1 Hold Points

Hold Points are critical aspects of the works requiring assessment by the Superintendent. Hold points are nominated in the Order of Works clause.

The Contractor shall not proceed to the next stage of the works or cover the work until the release of the Hold Point by the Superintendent. Such release shall not, in whole or in part, release the Contractor from responsibility for the quality of the work subject to the Hold Point.

The Contractor shall advise the Superintendent with sufficient notice (nominally 24 hours locally or 72 hours regionally excluding weekends and public holidays) when a Hold Point has been reached (or is anticipated to be reached) to enable inspections as required.

The Contractor shall submit relevant testing, survey and other documentation associated with the Hold Point to the Superintendent.

If following the inspection and review of relevant documentation, the Superintendent does not release a hold point, the Superintendent shall advise the Contractor, as soon as practical in writing (or within 24 hours), the reasons why a hold point has not been released and any remedial works required to enable the release of the hold point.

The Superintendent or Principal shall NOT be liable for any cost (including standby costs) incurred by the Contractor as a result the Superintendent not releasing a hold point due.

A19.2 Non Conformances

The Contractor shall notify the Superintendent if the completed works do not comply with the technical requirements and issue in writing the non-conformances by the issuing of a Non Conformance Report (NCR).

The NCR shall indicate the nature and location (as applicable) of the non-conformance and the proposed rectification method for correcting the Non Conformance. The NCR shall include all relevant tests, inspection or survey reports.

A19.3 Testing Laboratories

The Contractor shall ensure suitably qualified NATA accredited Material Testing Laboratories carry out all field and laboratory testing, compliance testing etc as required under the Contract.

A19.4 Traceability

The Contractor shall as part of the Quality Plan develop a system to enable the traceability of all materials including but not limited to structural concrete (in situ and precast), pipes and culverts, pavement material and asphalt from the source to the location where the material is incorporated into the works.

Traceability shall include:

- the date of works;
- a detailed description of the materials used (e.g. material type, production lot etc.);
- a detailed description of the location where the material is incorporated (e.g. structure reference).

The Contractor shall keep (in good condition) delivery records (dockets) of the materials used and detailed descriptions of where the materials were incorporated in the works until Final Completion.

A20 Traffic Management

The Contractor shall prepare, implement and maintain Traffic Management Plan for all works on or adjacent to existing roadways, for the protection of the public and of the works, in accordance with AS 1743 – “Manual of Uniform traffic Control Devices Part 3: Traffic Control Devices for works on Roads and Footpaths”.

The Contractor shall ensure the protection of public safety during the construction of the works.

A20.1 Traffic Management Plan

The Contractor shall develop a Traffic Management Plan including the full layout plans of the proposed traffic management scheme and the estimated times that any proposed detours will be in operation and shall show relationship to the construction program.

The traffic management plan shall be developed by the Contractor to minimise the disruption to traffic flow and consider peak traffic concentrations. Where possible the Contractor shall limit traffic restrictions to weekend or non-peak periods.

The Contractor shall submit a detailed traffic control proposal to the Superintendent within seven (7) days of acceptance of the tender. No work shall commence on site until the traffic control proposal has been reviewed by the Superintendent. No roads shall be used as detour routes, in the compliance with this clause, without the prior approval of the Superintendent.

If the Contractor varies the construction program at any time throughout the works, a revised Traffic Management Plan shall be submitted twenty-four (24) hours before the relevant section of work commences.

A20.2 Notice of Traffic Management

Prior to commencing works on or adjacent to existing roadway and the implementation of traffic management controls the Contractor shall notify the relevant authorities including Emergency Services.

Notice shall include as a minimum the nature of traffic restrictions, the time commencement and time of removal of traffic of restrictions as appropriate.

A20.3 Maintenance of Traffic Management

The Contractor shall be responsible for the maintenance in good working order of all traffic management structures, signs, traffic control devises, temporary access roads and temporary line-marking required for the completion of the Contract.

The Contractor shall provide an emergency contact of a representative responsible for the maintenance of the traffic management.

A20.4 Provision for Vehicular Traffic

The Contractor shall provide and maintain access to property entrances adjoining the works and local traffic throughout the Contract. The Contractor shall provide temporary ramps for local traffic and access to side streets.

A20.5 Traffic Controllers

If required, Traffic Controllers shall be used when traffic movement is temporarily restricted to one direction, in accordance with AS 1742, Clause 4.4. Traffic controllers shall be employed to provide additional control for the safety of traffic and the work.

A21 Preservation of Flora

The Contractor shall refrain from destroying, removing or clearing trees and shrubs to an extent greater than is necessary for the execution of the work under the contract.

Areas to be cleared shall be inspected by the Contractor and the Superintendent's approval obtained before any trees or shrubs are removed, cleared or destroyed.

Keep all construction activities, including storage of materials, vehicles equipment or rubbish, away from existing trees which are to be retained. Do not drive or park vehicles under the crown of existing trees which are to be retained. Before any excavation is carried out over roots of trees to be retained, obtain a ruling from the Superintendent as to whether the levels in the vicinity of the tree can be adjusted to protect the roots.

The Contractor shall take every reasonable precaution not to damage any tree which is nominated to be retained including its root system.

The Superintendent may direct the Contractor to repair any damage or injury to a tree that is to remain. This work shall be carried out by an approved tree surgeon engaged by the Contractor.

A22 Storage and Protection

The Contractor shall be entirely responsible for all apparatus, equipment and appurtenances furnished by them or their sub-contractors in connection with this work.

Special care shall be taken to protect all parts thereof in such a manner as may be necessary. This protection shall include covers, crating, sheds or other means of preventing dirt, grit or any foreign matter from entering parts of machinery or equipment.

A23 Drainage of Site during Construction

The site may be subject to surface water in the form of base flows or flood flows during the construction period. The Contractor is required to account for and handle all flows, base and flood, during the construction period, and shall be deemed to have made due allowance in their tender for all costs involved.

A24 Matching In and Making Good

In addition to the requirements specified in this specification, any damage caused or any temporary relocations necessary to existing stormwater drains, sign posts, street signs, barrier posts, litter bins or other similar items shall be made good to a standard which is at least equal to the existing construction and in a workmanlike manner and to the satisfaction of the Superintendent.

The Contractor shall be responsible for making good any damage which occurs to adjacent existing works as a result of their operations, and such making good shall be to the satisfaction of the Superintendent.

A25 As-Constructed Drawings

The Contractor shall provide all labour, plant and equipment, including all field survey, measurements and drafting, to produce 'As Constructed' drawings. 'As Constructed' drawings shall be produced to reflect all works as executed to a level of acceptable quality as deemed by the Superintendent unless noted otherwise below. The following as-constructed details shall be shown as a minimum:

- Before and after photographs of the works undertaken.
- Drawings of the works undertaken with the dimensions and levels where relevant.
- Comments on the work undertaken to include the works undertaken, the materials used, the dimensions of the materials,

A26 Cleaning Up

During the progress and on completion of the work, the site shall be maintained and left in a clean and tidy condition to the satisfaction of the Superintendent.

Part B Pipelines

B1 Pipework

Gravity collection pipework is required throughout the township of Robe to collect septic tank effluent from each residence and transport it to one of the many pump stations to be pumped to the treatment facility.

The gravity pipework collects septic tank effluent and has been identified for repair in four locations.

Lengths of all pipe sections shall be measured and marked on a plan provided to the Superintendent to confirm location in relation to services and ensure design grade levels can be achieved.

B1.1 Materials

Gravity drainage pipes and fittings shall be PVC sewer quality pipes in accordance with AS 1260, Class SN4 minimum, and shall be of the minimum nominal diameter DN100. The Contractor shall identify the size of the existing pipe and match in.

All joints (except expansion joints) shall be made with solvent cement to the current Australian Standard.

B1.1.1 Bedding and Backfilling Sand

Pipe bedding and backfilling sand shall be clean, sharp, non-plastic sand and free from clay, large stones or lumps, organic material or other deleterious matter. It shall comply with the sand nominated on the drawing.

Sand used for backfilling under and around pipes shall be of such quality as to be capable of proper and adequate compaction to the specified standards by watering in.

B1.1.2 Bedding Aggregate

Bedding aggregate shall be 10 mm Sealing Aggregate in accordance with DPTI Specification SA10-7.

B1.1.3 Geotextile Fabric

Geotextile fabric shall be as specified on the drawing.

B1.1.4 Storage and Handling of PVC Pipes

All pipes and fittings shall be stored in the shade and supported on racks with supports not more than 1 metre apart. The pipe ends shall be protected from damage or distortion during storage. Any pipe which has become bowed or distorted shall not be used and shall be replaced at the Contractor's expense.

B1.2 Inspection Point Covers and Supports

Covers and frames to inspection points are to be precast reinforced concrete as manufactured by PCP Pty Ltd, Cooke Pre-Cast Concrete Pty Ltd or equivalent approved.

B1.3 Workmanship

B1.3.1 Procedure of Work

Work is to proceed from the lowest point to the highest point in each section.

B1.3.2 Inspection

The Contractor shall arrange for inspection by the Superintendent at the following stages, and each stage shall be approved before proceeding to the next.

- Stage 1 - Excavation complete
- Stage 2 - Pipe-laying complete
- Stage 3 - Backfilling complete

If the trench is backfilled before the pipeline is check-levelled and inspected by the Superintendent (Stage 2), either part or ALL of the backfilling may be required to be removed by the Contractor to facilitate checking and inspection.

Inspection can be made promptly if a request is received the previous day. All materials and methods used are to be in accordance with sound drainage practice and to the satisfaction of the Superintendent. The Superintendent may require tests on the job at any stage of construction.

B1.3.3 Cooling of PVC Pipes Before Backfilling

Where gravity drains are laid in hot weather conditions, precautions shall be taken against damage due to contraction.

After pipe laying is complete the pipes shall be cooled to the temperature of the surrounding earth before backfilling is commenced. This shall be done by backfilling trenches during the time when the air temperature is below 21°C or by filling the line with cold water until backfilling is completed.

B1.4 Pipe Bedding

Pipe bedding shall be in accordance with the details provided in the drawing.

B1.4.1 Trench Base Stabilisation

If, in the opinion of the Superintendent, the condition of the trench floor is such as to indicate that stabilisation of the base is necessary to provide an adequate support for the drain, the trench shall be over-excavated to 450 mm below the normal formation level. A layer of geotextile fabric shall then be placed over the full width of the trench floor. A layer of 3% cement treated quarry rubble shall then be placed, spread and compacted by tamping with the excavator bucket or equivalent, to provide a uniformly graded sub-base 450 mm thick, on which the bedding material shall be placed as specified above.

B1.5 Pipe Laying

B1.5.1 General

All work in the laying of the pipes shall be carried out by, or under the direct supervision of an accredited pipelayer. Pipes are to be laid in accordance with the requirements of AS 2032 and AS 3500, and to the satisfaction of the Superintendent.

The bedding material shall be shaped in such a way that no load is transmitted to the collar of the pipe, but that the pipe is uniformly supported along the length of the barrel.

The laying of gravity pipes shall commence at the lower elevation and proceed to the higher elevation, with pipe sockets facing upstream. When laid to line and level, gravity drains shall be within the following tolerances:

- Horizontal Alignment: ± 50mm and not more than 10mm deviation in any 3m length.
- Vertical Alignment: ± 5mm

B1.5.2 Pipe Jointing

PVC Solvent Welded Joints – Gravity Drains

All joints shall be made in accordance with the pipe manufacturer's recommendations.

Solvent welded joints shall be formed in the following manner:

1. Cut the pipe end to be jointed in a mitre box and de-burr. All such cuts to be made square with the axis of the pipe being cut or, cut the pipe end to be jointed using an approved pipe cutter and de-burr.
2. File the outer half of the spigot end to an angle of approximately 45° to the pipe axis.
3. Clean both surfaces to be jointed with an approved dye impregnated cleaning fluid.
4. Mark the depth of the socket on the spigot end of the pipe. Place another measured mark (not by means of scratching the pipe) outside the depth of the socket mark.
5. Apply an even liberal coating of solvent cement to both surfaces to be jointed.
6. Enter the spigot end into the socket and push home as quickly as possible to the full depth of the socket. Clean off surplus solvent cement. The joint should not be disturbed for ten minutes and not stressed for twenty four hours. Jointing shall not be carried out in damp atmosphere or in wet conditions.

The instructions of the solvent cement manufacturer shall be adhered to in every detail. The lid shall be kept on the container and lumpy or stringy cement shall not be used. Brushes shall be kept clean and soft. The solvent cement and cleaning fluid used is to be that recommended by the manufacturer of the pipe.

B1.6 Pipe Surround

After the line and level of the pipeline has been checked and approved by the Superintendent, the Contractor shall surround the pipeline with bedding material to at least 150 mm above the top of the pipes. The surround material shall be spread uniformly over the full width of the trench and shall be compacted using hand compaction tools or by flooding, to the satisfaction of the Superintendent.

Surround material shall be placed carefully so that the pipes and appurtenances are neither damaged nor disturbed. Where the bedding and surround material is aggregate due to wet ground conditions, the aggregate shall be covered with geotextile fabric for the full width of the trench, prior to the placement of further backfilling material.

The use of power operated compaction equipment shall not be permitted within 300 mm of top of the pipes.

B1.7 Location Marker Posts

The Contractor shall install location marker posts if required. The location marker posts shall be installed at a location approved by the Superintendent.

B1.8 Removal of Soil from Pipes

Any soil or other material entering the pipes during the construction of the drain shall be progressively removed as pipe laying proceeds so that the drain provides an unobstructed waterway of the specified diameter upon completion.

B1.9 Testing

B1.9.1 Gravity Transfer Pipes

The Contractor shall carry out a CCTV inspection of the completed works before trench reinstatement. If, in the opinion of the Superintendent, the condition of the pipework is not adequate than the work will be 'made good'.

B1.9.2 Flushing of Gravity Transfer Pipework

The Contractor shall flush the new drains with clean water, to the satisfaction of the Superintendent.

Flushing shall be accomplished with sufficient flow through the drain to remove all sand, screenings, soil etc that may have entered the drain during construction. The flow necessary will be determined by the Contractor but shall not be less than that provided by a 60 mm diameter fire hose connected to a fire hydrant. If no fire hydrant is located conveniently adjacent, the flow shall be taken from a water tanker with a minimum 60 mm diameter outlet. The flow shall be maintained for as long as necessary so that only clean water is seen to flow through the next flushing point (or maintenance hole) downstream.

The sequence of flushing shall commence at the upstream end of the drainage network, and progress downstream. All property connections shall therefore be flushed prior to the flushing of the drain into which they discharge, and similarly, branch drains shall be flushed before the main drain.

The Contractor is to ensure that the flow at the outlet end of the drains being flushed has a free fall into a temporary sump at all times during the flushing process.

After completion of flushing, the drains shall be inspected at each Maintenance Hole, Flushing Point and Inspection Point to check for any standing water and the Contractor shall carry out any remedial works necessary as directed by the Superintendent.

Part C Excavation, Backfill and Reinstatement

C1 Notice Before Commencement of Works

Before commencement of the works in any area and/or before entry into private property to carry out the works of the Contract, the Contractor shall give notice to the residents and occupier(s) of land as set out in Clause A20.

C2 Site Preparation

The Contractor shall take all necessary precautions and care to avoid damage to existing services, fences or other improvements on or in the vicinity of the site and to minimise disturbance of any trees which are to remain after construction.

Trees shall be removed only where necessary for the construction of the works, where nominated on the Drawings or as otherwise authorised by the Superintendent. Where trees are removed, stumps and root systems shall be removed as directed by the Superintendent. The excavation shall be backfilled with Unclassified Fill, compacted in 95% of standard compaction to AS1289.5.1.1.

The site shall be cleared only in those parts on which the works are to be carried out. All clearing shall be carried out by the Contractor at their expense.

All materials resulting from the clearing shall be removed from the site, with the exception of any materials required to be retained by the property owner, by the Contractor at their expense.

C3 Topsoil

Topsoil shall be stripped from all areas where works are to be constructed and shall be stockpiled on the site to reinstate footpath areas, nature strips, batter slopes, allotments (including easements) and all other such areas to make good. Topsoil shall be imported if required. Minimum topsoil thickness to be 100mm.

Imported topsoil shall be clean, free from clay, stones, lumps, organic material and be obtained from an area free from noxious weeds and seeds. The source shall be approved by the Superintendent.

C4 Trench Excavation

C4.1 General

All excavations shall have uniform vertical sides to the dimensions, levels, clearances and tolerances prescribed unless otherwise approved by the Superintendent.

The floor of excavations shall be trimmed to remove all intrusions and loose material to produce a firm sub-grade of a depth which will provide for a uniform sand or aggregate bedding beneath the drain or structure.

The trench width shall otherwise be determined by the Contractor and shall be sufficient to allow unrestricted access for the preparation of pipe bedding and installation of the pipe and to allow for the thickness of all necessary shoring.

Not more than 100m of trench shall be opened by a drainage gang on a drain line unless approved by the Superintendent.

Excavation for maintenance holes, pump stations etc. shall be uniform in shape and of the minimum clearance outside the walls of the structure to permit safe access for making pipe connections and sealing joints.

C4.2 Hand Digging of Trenches

The Contractor may determine that sections of drain will have to be hand dug. If this is the case, these should be identified in the Tender.

For the Contractor to be eligible to claim hand digging rates for a length of drainline, the section of trench must be inspected by the Superintendent and approval given to hand dig that section of trench.

C4.3 Over Excavation

C4.3.1 Over Excavation in Clean Sand

Over excavation in clean sand shall be backfilled to the design trench floor level with the excavated sand, compacted to 95% Standard Dry Density.

C4.3.2 Over Excavation in Stable, Dry Conditions

Over excavation in stable, dry conditions shall be made good with lean mix concrete of approved strength characteristics.

C4.3.3 Over Excavation in Soft Clays

Over excavation in soft clays shall be made good by placing an approved geotextile fabric on the over excavated trench floor, extending up the sides of the trench to at least the mid height of the pipe

The over excavation shall then be backfilled to the design trench floor level with imported material similar to the pipe bedding material, with cement treated quarry waste or other material approved by the Superintendent, and shall be compacted to the satisfaction of the Superintendent.

All over excavation shall be made good by the Contractor at the Contractor's expense.

C4.4 Excavation Under Obstructions

The Contractor shall allow, in their tender, for all hand digging involved in exposing and excavation adjacent to and under services, pipes, spoon drains and road kerbings etc, and all excavation shall be as far as practicable, be carried out by tunnelling. Any damage incurred shall be reinstated at the Contractor's expense to the satisfaction of the Superintendent.

The Contractor shall ensure that due care is taken to compact the backfill material under kerbs and services to the satisfaction of the Superintendent.

C4.5 Responsibility for Damage by Floodwaters, etc

The Contractor shall be deemed to have fully informed themselves concerning the rise and fall of any adjacent water courses in as far as it may affect their work and the Principal will not accept any responsibility for loss of, or damage to the structures, the Contractors plant or materials, due to flooding.

The Contractor shall be fully responsible and reinstate at their own cost any drain or structure which has been installed and subsequently damaged or adversely affected due to storm water, flooding or from any other cause during the currency of the Contract.

The Contractor shall be responsible for protecting all excavations from the entry of surface runoff produced by rainfall and shall make good damage caused by such runoff. Should the Contractor interfere with or divert the natural flow of any watercourse, surface or stormwater such interference or diversion shall be approved by the Superintendent. The Principal shall be fully indemnified by the Contractor against flood damage to the works to the date of the expiry of the maintenance period.

C4.6 Trenches Open Exceeding 48 Hours

If the Superintendent deems it necessary, he may order the Contractor to backfill any trench or excavation or part thereof where no work has been carried out over a period exceeding 48 hours. Should the Contractor fail to backfill such trench or excavation as directed the Principal may carry out the work and recover the cost by deduction from payments to the Contractor. The Contractor shall have no claim for any loss suffered by him in consequence of such direction.

C4.7 Excavation – Bituminised Roads

Where any excavation is to be carried out along or across any bituminised or sealed roads, the Contractor shall cut the sealed or bituminised surface with a carborundum or other approved type of mechanical saw or equipment. The saw cut shall be made to the full depth of the bitumen surface.

The Contractor shall allow, in their tender, to make two parallel cuts at a width 500mm wider than the intended trench excavation. The trench shall be excavated centrally within the saw cuts. In the case of a spray seal, the Contractor shall be permitted to make the cuts after the trench has been excavated. This will be done at the Contractor's discretion and any tearouts resulting from not precutting the seal shall be reinstated at the Contractor's expense.

The width between the saw cuts shall allow for additional excavation width necessary to provide for shoring.

The Contractor shall carry out the excavation, placement and removal of shoring, dewatering equipment, pipe bedding and installation, backfill, compaction and reinstatement with all due care and in such a way so as to prevent damage to the sealed surface outside the saw cuts.

Should any damage occur outside the area contained by the saw cuts, a new saw cut shall be made by the Contractor as directed by the Superintendent to provide a neat clean edge to match to when reinstating the seal.

The Contractor shall be responsible for all costs associated with such additional reinstatement, unless in the opinion of the Superintendent, that although the Contractor had taken due care, the damage/overbreak outside the saw cuts was unavoidable due to ground conditions or the nature or condition of the road base materials and/or surface, in which case the Contractor shall be paid for additional saw cutting, reinstatement of the road base and sealed surface at the rates provided in the Schedules submitted with the Tender.

The Contractor should note that the rates submitted in the Tender shall be examined against a predetermined quantity for the purpose of Tender assessment.

C5 Dewatering

C5.1 By Sump Pump

Where groundwater is encountered during excavation, the Contractor shall be responsible for dewatering the excavation in a safe and efficient manner.

Where possible, a sump pump shall be used, in association with aggregate pipe bedding and initial backfill, to maintain groundwater at 50mm below the invert level of the pipe.

C6 Shoring

C6.1 General

The Contractor shall allow in their Tender for all provisions for shoring including close shoring.

The Contractor shall put in place and maintain such sheeting, bracing, timbering or a patent shoring system to prevent collapse of earth adjoining the excavation.

The system used shall be installed to protect the safety of workers in conformity with the provisions of the regulations under the Work Health and Safety Act and facilitate efficient construction practices.

If approval is given to batter or shelve the sides of trenches, no additional payment will be made. The Contractor shall meet the full costs of extra excavation and restoration and for any required increase in pipe strength. The responsibility for stability of any such battering or shelving shall remain with the Contractor.

For the purpose of preventing injury to persons or damage to property, the Superintendent may direct that any shoring more than 1.5m deep be left in place and the shoring above that level cut off and removed from the site.

The Superintendent may order the provision of shoring at any location deemed necessary to protect the stability of the excavation and the safety of workman and property. Any direction or lack of direction given by the Superintendent shall not relieve the Contractor of any responsibility regarding the provisions of shoring.

C6.2 Backfill

C6.2.1 Initial Backfill, Drains

The Contractor shall place the initial and subsequent backfill carefully and in such a way that the drain and appurtenances are neither damaged nor disturbed.

If conditions are such as to require screenings as bedding material and cover over the drain, the screenings shall be covered with a geotextile fabric for the full width of the trench prior to placing the backfill material.

C6.2.2 Backfill Generally

Following placement of the initial backfill and on receipt of approval by the Superintendent, final backfill shall be placed, spread and compacted in accordance with the details on the Drawing.

C6.3 Reinstatement of Property, Pavements and Footways

The Contractor shall make good without compensation, unless a specific Provisional Sum is provided, all damage caused to the existing buildings, ground, gates, fences etc, and shall reinstate damaged paving in private premises to the same condition as they were before the work commenced.

Making good shall include making good settlement, soil subsidence and any damage or defect caused by settlement.

Any works or structure passed as satisfactory pursuant to the provisions of this Clause shall not release the Contractor from their obligations under the maintenance provisions of the Contract to make good or maintain any settlement or damage caused by the settlement to the date at which the maintenance period expires.

If after 48 hours of the completion of any drain or appurtenance in any area the Superintendent considers the cleaning up, making good or reinstatement to be unsatisfactory he will visit the area with the Contractor and issue such necessary directions to have the area brought to the same conditions as existed prior to the commencement of work. Should the Contractor fail to complete this work within the time specified by the Superintendent, the Principal may carry out the work and deduct the costs incurred from payments made to the Contractor under the conditions of the contract.

C6.4 Reinstatement of Roads & Footways

C6.4.1 General

Any damage to any roadway or footpath during the carrying out of the Contract shall be made good, at the Contractor's own expense, to the satisfaction of the appropriate authority and the Superintendent.

Any paved surfaces, whether concrete or bitumen, that have been destroyed, damaged or removed by trenching operations or plant shall be reinstated by the Contractor to the satisfaction of the Superintendent.

C6.4.2 Council Roads

Council roads shall be reinstated to match the existing pavement shape as follows:

Spray Seal Pavements

Where the existing surface is a spray seal, the Contractor shall use a 14mm/7mm double coat seal. The residual cold bitumen application rates shall be 1.3 L/m^2 and 1.1 L/m^2 and the spread rate shall be 90 m^2 per cubic metre and 130 m^2 per cubic metre respectively.

Where the existing seal has been damaged beyond the initial saw cuts, the Superintendent and the Contractor shall agree on a seal width to best suit the section of road requiring reseal.

The Contractor shall then box out the trench ensuring that a clean cut edge is obtained on the damaged section of road. This can be achieved with a mechanical saw or grader blade or other method approved by the Superintendent.

The top 200mm of the trench shall be filled with crushed quarry rubble as specified. The trench shall be left proud to enable trimming to be done prior to the application of the seal.

The final surface of the basecourse is to be inspected by the Superintendent prior to applying the first coat of seal. The surface shall be a trimmed, uniform, tight matrix and shall be swept prior to seal application.

The first seal coat shall be placed flush with the existing surface and be rolled with a pneumatic roller prior to the application of the second coat.

The second coat shall overlap the first coat by 100mm and be rolled with a pneumatic roller to the satisfaction of the Superintendent.

Trenches in Council roads shall be maintained in a safe trafficable condition throughout the duration of the Contract.

C6.4.3 DPTI Roads

The road reserve along Main Road is a DPTI road that come under the care, control and management of the District Council of Robe.

Any infrastructure installed longitudinally along Main Road is to be located outside the road or road shoulders (i.e. shall only be installed in road reserve).

The Tenderer shall nominate in their tender the method of installation of the pipelines crossing DPTI roads, i.e. trenching or directional boring. All proposed depths and installation methods shall be nominated.

The reinstatement is to be undertaken in accordance with the DPTI's "Specification for Works on Roads Carried out for organisations other than the Commissioner of Highways".

Any open surface trench which will be trafficked must be maintained at all times so that it remains in a safe condition for all road users.

No top stones/pits/manholes are to be located within the road or road shoulder.

C6.4.4 Settlement

Trenches in Council roads shall be maintained in a safe trafficable condition throughout the duration of the Contract.

C6.4.5 Reinstatement of Defective Roadways

Where the pavements of existing roads which are cut by excavations under the Contract are defective, the Contractor shall notify the Superintendent prior to the commencement of works so that the extent and standard of reinstatement can be agreed with the Superintendent prior to excavation commencing.

C6.4.6 Reinstatement of Footways

Footways shall be reinstated as for Council roads using the following pavement standards:

Earth Footways - reinstate with 100mm of compacted topsoil to match existing formation.

Gravel Footways - reinstate with 100mm of compacted quarry rubble as specified to match existing formation.

Paved Footways - pavement to match existing materials, shape and finish.

C6.4.7 Reinstatement of Defective Footways

As for Defective Roadways above.

C6.4.8 Definitions

Roadway shall be all of the formed or unformed, sealed or unsealed portion of the road reserve for the general thoroughfare or formal or emergency parking of vehicles, and excludes driveways and footpaths. Generally, roadway shall be within the width between kerbs, guide posts or outer edges of shoulders.

Footpaths shall generally be the formed or unformed, sealed or unsealed portion of the road reserve for pedestrian use and not allocated as roadway. Where the footpath is not clearly defined by kerbing or other means the width of the footpath area shall be three (3) metres from the boundary of the road reserve.

Private Property shall be all property not classified as road reserve.

C6.5 Compaction Testing

The Superintendent may request compaction testing of backfill. In each instance the Superintendent's Representative will nominate the location and depth of tests.

The Superintendent's Representative may carry out random field density tests on all placed materials to verify compliance with the densities as specified in this Specification.

Part D Concrete Materials

D1.1 Concrete Materials

Cement

Portland cement - Type D (Sulphate resistant) shall be of approved brand to comply with the current Australian Standard Specification. Sulphate resistant cement shall be used in all concrete or mortar that will come into contact with the septic tank effluent.

Water

Water shall be clean potable water free from deleterious substances.

Fine Aggregate

The fine aggregate shall conform with AS1465 and be clean sharp calcareous sand free from loam, clay, silt, vegetable matter, fine dust or other impurities.

Coarse Aggregate

The coarse aggregate shall conform with AS1465 and be clean, free from loam, soft particles and foreign matter and shall meet the following gradings.

- Passing a 19.05mm sieve - at least 95%
- Retained on a 4.76mm screen - at least 95%

Calcareous aggregate shall be used where the concrete will come in to contact with effluent.

Cement Mortar

Cement mortar not in contact with septic tank effluent and unless otherwise specified shall be composed of one part Portland Cement, two parts fine aggregate properly mixed with a minimum amount of water necessary to render the mix workable.

Concrete

Concrete not in contact with effluent and unless otherwise specified shall be composed of Portland Cement, fine aggregate, coarse aggregate and clean potable water thoroughly mixed and comply with the following:

- General Concrete characteristic compressive strength, F'C of 35 MPa at 28 days, 80mm slump
- Concrete used in pump sumps characteristic compressive strength, F'C of 40 MPa at 28 days, 80mm slump

D1.2 Steel Reinforcement

Supply reinforcement as detailed, together with tie wire and support chairs necessary for fixing, generally complying with AS1480 Section 6, free from loose scale, rust, oil, grease or other coatings, bundled and tagged for identification.

Use reinforcing bars complying with AS1302, fabric complying with AS1304 and wire for wrapping structural steel members complying with AS1250.

Bar chairs, spacers and ties made of concrete, steel or plastic shall be used to support all reinforcement in its position within the tolerance specified in AS 3600 until the concrete has hardened. Wood, aggregate, brick or the like shall not be used.

The minimum clear cover to any reinforcement unless otherwise noted shall be as follows:

- 25 mm for concrete surfaces in interior environment.
- 40 mm for concrete surfaces exposed to exterior environment.

D1.3 Precast Concrete Components

Maintenance holes shall be totally precast manufactured, using sulphate resistant cement and calcareous aggregate or otherwise approved by the Superintendent. The minimum cover to reinforcement bars and tendons, on the internal surface of the maintenance hole, shall comply with the requirements of AS3735-2001 "Concrete Structures for Retaining Liquids", exposure classification "D", Table 4.2 and/or 4.3.

Certificates from the manufacturer certifying the use of sulphate resistant cement and calcareous aggregate shall be submitted to the Superintendent prior to the installation of any precast concrete component.

Flushing point covers shall be of precast concrete with cast iron covers as manufactured by "Everlevel", namely IO102 for 100mm diameter risers and IO152 for 150mm diameter risers.

Openings through precast components shall be precast or saw cut. Chiselled openings shall not be permitted.

D1.4 Concrete Construction Standards

Unless concrete components are made by an approved pre-cast concrete manufacturer, they shall be cast on site using ingredients complying with Section D1.1 of this Technical Specification and conform with the following mixing and construction standards.

D1.4.1 Mixing

The selection of the mix materials and proportions of the mix to achieve the specified concrete standard shall be the responsibility of the Contractor.

D1.4.2 Site Mixed Supply – Concrete

STANDARD: To AS3600, Clause 19.1, in an approved plant complying with the relevant requirements of AS1379 including Sections 4, 5, 6, 7 and Appendix A.

ELAPSED TIME: Site mixed concrete is liable to be rejected if the elapsed time between the wetting and the discharge of the mix exceeds 45 minutes.

MIXING TIME: Not less than 90 seconds for mixes of $1m^3$ or less. Increase by 30 seconds for each additional cubic metre or part thereof.

EMERGENCIES: Mixing by hand in emergencies is not permitted.

D1.4.3 No-Fines Concrete – Concrete

MATERIALS: Cement and coarse aggregate.

Aggregate grading:

Sieve size (mm)	% passing
37.5	100
19	95-100
9.5	0-5

PROPORTIONS: (Aggregate: cement): 6:1 to 8:1 by weight.

WATER/CEMENT RATIO: 0.35 to 0.45 by weight.

D1.4.4 Inspection

The Contractor shall give the Superintendent 24 hours notice so that an inspection may be made of the following:

- completed form work,
- reinforcement fixed in place,
- cores and embedments fixed in place, and
- placing concrete.

D1.4.5 Rejection – Concrete

The Superintendent may reject concrete on the basis of:

CRITERIA: To AS 3600 Clause 19.1.10.

The Contractor shall remove rejected concrete to the extent determined by the Superintendent at no cost to the Principal.

The Superintendent may permit the retention of concrete liable to be rejected, on the basis of:

- An appraisal of the statistical information related to the concrete strength;
- A structural investigation;
- Additional tests, e.g. to AS3600, Clause 19.1.10.3; and/or
- Approved remedial work.

D1.4.6 Formwork

Formwork shall conform to AS3610 so that concrete, when cast in the forms, will have the dimensions, shape, location and surface finish required by the Contract.

If formwork fails to meet the requirements of the Contract, the Superintendent may reject it and any concrete which has been cast in it. In that case, remove the rejected concrete, form construction joints, reconstruct the formwork and recast the concrete.

D1.4.7 Dimensional Tolerances – Concrete

The formwork shall conform with Class 3 as described in AS3610 and shall have a:

- maximum deviation of 20mm from the correct position; and
- maximum misalignment of 2mm between pours or across joints with a maximum finish or recess of 3mm.

D1.4.8 Formed Surfaces

Formed surfaces shall be Class 3 for exposed surfaces and internal faces of maintenance holes and pump stations and Class 5 on all other surfaces.

D1.5 Weather Conditions

Concrete shall not be mixed or placed in temperatures less than 5℃ and above 32℃ unless approved by the Superintendent.

D1.6 Curing

Curing procedures shall conform to AS3600 Clause 19.1.5.

The Contractor shall protect fresh concrete from premature drying and excessively hot or cold temperatures. Concrete shall be maintained at a reasonably constant temperature with minimum moisture loss for the curing period.

Unless otherwise specified, concrete shall be cured continuously until the cumulative number of days or fractions thereof, not necessarily consecutive, during which the air temperature in contact with the concrete is above 10℃, totals not less than the following:

Concrete made with normal or sulphate resistant, Portland cement: = 7 days

D1.7 Protection

The Contractor shall:

- protect the concrete from damage due to load over stresses, heavy shocks and excessive vibrations, particularly during the curing period; and
- protect finished concrete surfaces from damage from any cause, including mortar splashes and stains, timber stains, rust, stains, chemical attack, additives, curing compounds, protective coatings, rain, running water, and the like.

D1.8 Precast Units

Precast units shall conform to AS3850.3 Clause 24, and to the other Subsections of this Specification, where applicable AS3735 - 1991 and shall be manufactured by an approved sub-contractor.

D1.8.1 Marking and Identification

Marking and identification shall conform to AS3850, Clause 24.10. A replacement unit shall not have the same marking as the rejected unit it replaces.

D1.8.2 Handling Precast Units

Handling precast units shall conform to AS 3850, Clause 24.2.2.

The Contractor shall not place lifting attachments, holes and other temporary fixings for handling purposes on visible faces of units unless otherwise approved. Recess lifting attachments such as ferrules, or other types of cast-in fixings shall be provided and these shall have approved plugs for sealing. Remove temporary attachments after erection and seal or otherwise make good to approval any residual recesses.

D1.8.3 Installing Precast Units – Concrete

The Contractor shall fix precast units securely in their final positions within the specified tolerances. All necessary components and materials shall be supplied and fixed in place, including fixings, temporary fixings, braces, shims, jointing strips, sealant, flashings, grout, mortar and the like, as shown on the Drawings.

D1.8.4 Precast Dimensional Tolerance

Precast dimensional tolerances shall conform with tolerances stated in AS3850.3.

0 50 100 150 200 m

N

Tonkin CONSULTING
a better approach

Job Number: 20161180S001
Filename: Civil Works.M001
Revision: REV A
Date: 18 December 2017
Drawn: Jason Barnett

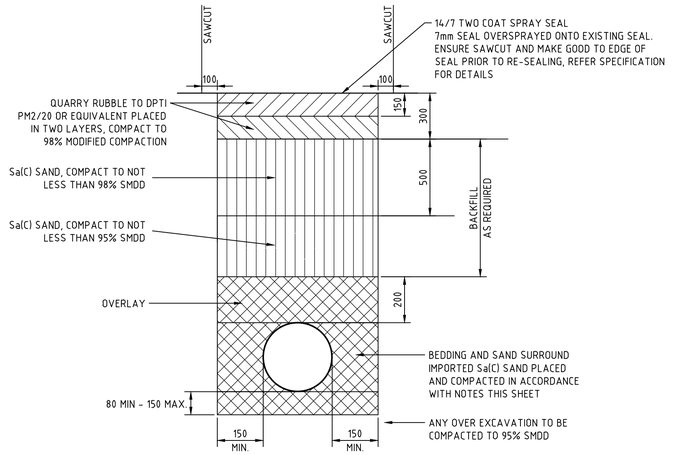
Data Acknowledgement:
Aerial from Google Imagery, 2015
Road Assets from DATA SA, 2016

Note:
The locations of the Civil Works are indicative and are to be confirmed by the Contractor as part of the works undertaken.

District Council of Robe

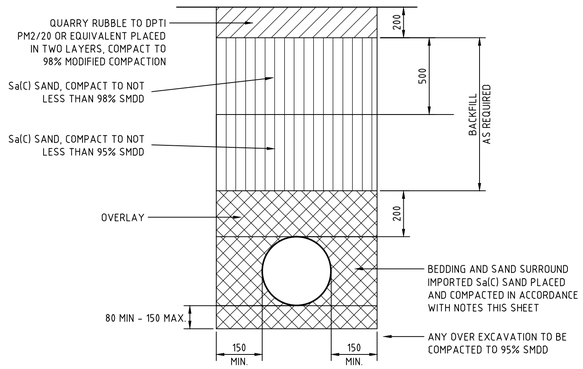
MINOR CIVIL WORKS
LOCATIONS OF IDENTIFIED WORKS

FIGURE 1.0



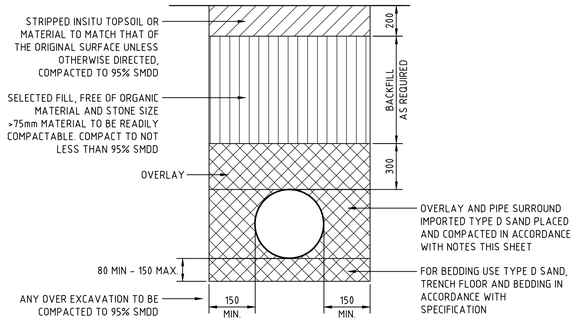
TRENCH REINSTATEMENT - FIGURE 'A'
SEALED COUNCIL ROADS

N.T.S.



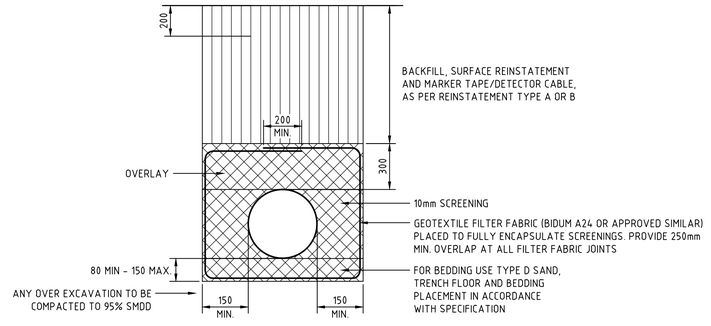
TRENCH REINSTATEMENT - FIGURE 'B'
UNSEALED COUNCIL ROADS AND SHOULDERS

N.T.S.



TRENCH REINSTATEMENT - FIGURE 'C'
ROAD VERGES AND PROPERTY ACCESS

N.T.S.
NOTE: SAND BACKFILL ALSO
REQUIRED FOR DRIVEWAYS AND
ALL OTHER TRAFFICKED AREAS



TRENCH REINSTATEMENT - FIGURE 'D'
GROUNDWATER CONDITIONS

N.T.S.

NOTES FOR TRENCH FLOOR PREPARATION:

1. COMPACT ALL FILL AND DISTURBED TRENCH BED AREAS IN ACCORDANCE WITH SPECIFICATION.

NOTES FOR TRENCH REINSTATEMENT:

1. SAW CUT EXISTING SEAL 100mm BEYOND EDGE OF EXCAVATION.
2. NOT TO SCALE.
3. ALL DIMENSIONS IN MILLIMETRES.
4. FIGURE 'D' REINSTATEMENT TO BE AT THE DIRECTION OF THE SUPERINTENDENT.
5. MINIMUM PIPE COVER SHALL BE 750mm.

NOTES FOR SHORING AND BATTERING OF TRENCHES

1. THE CONTRACTOR SHALL ALLOW FOR AND PROVIDE BATTERING OR CLOSED SHORING AS REQUIRED FOR TRENCH STABILITY.
2. THE CONTRACTOR SHALL PROVIDE SHORING OR BATTERING TO ALL TRENCHES IN EXCESS OF 1.5m IN DEPTH IN ACCORDANCE WITH OHS&W REQUIREMENTS.
3. THE CONTRACTOR SHALL ALLOW FOR THE SUPPLY AND PLACING ALL MATERIALS FOR REINSTATEMENT, INCLUSIVE OF THOSE REQUIRED DUE TO BATTERING, OVERBREAK, OPEN OR CLOSED SHORING OF TRENCHES.

NOTES FOR SIDE SUPPORT AND OVERLAY AND COMPACTION FOR PIPE SIZE DN100 TO DN250

FIRST LAYER

PLACE A LAYER OF EMBEDMENT SAND EITHER SIDE OF THE PIPE UPTO HALF HEIGHT OF THE PIPE (DN 100 AND DN150 PIPES) OR 100mm LOOSE THICKNESS (DN200 AND 250 PIPES) COMPACT BY "WALKING IN" USING THE TOE OF THE BOOT TO PUSH THE SAND UNDER THE CURVE OF THE PIPE, ENSURE THAT THE "FOOTPRINTS" ARE OVERLAPPING, AND REPEAT UNTIL THE SAND TAKES NO MORE COMPACTION.

SECOND LAYER

PLACE THE REMAINDER OF THE SIDE SUPPORT AND FIRST 150mm, LOOSE THICKNESS, OF THE OVERLAY SAND. COMPACT USING AN APPROVED MECHANICAL TAMPER WITH A PLATE NOT EXCEEDING 150mm WIDE, KEEP THE TAMPER CLOSE TO THE TRENCH WALL AND AVOID ANY COMPACTION DIRECTLY OVER THE PIPE. COMPLETE SUFFICIENT PASSES TO ENSURE NO VISIBLE ADDITIONAL COMPACTION ON THE LAST PASS.

OVERLAY

PLACE THE REMAINDER OF THE OVERLAY SAND.
COMPACT USING A VIBRATING PLATE OVER THE FULL LENGTH OF THE TRENCH TO GIVE NOT LESS THAN 100% SMDD AS TESTED IN THE TOP 150mm

REV	AMENDMENT / REASON FOR ISSUE	DATE	DES.	DWN.	DWGCHK.	VERIFIED	APPROVED
A	FOR USE	20.12.17	CRW	CS	JMB		

PUBLIC UTILITIES:
THE SERVICES SHOWN ARE DERIVED FROM PLANS OBTAINED FROM THE RELEVANT SERVICE AUTHORITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE WITH THE RELEVANT SERVICE AUTHORITIES FOR CONFIRMATION OF SERVICES AND THEIR LOCATION BEFORE EXCAVATION WORK COMMENCES.

100mm ON ORIGINAL DRAWING - DO NOT SCALE DRAWING

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www.tonkin.com.au

PRELIMINARY

SHEET SIZE A1	DISTRICT COUNCIL OF ROBE
SCALE: AS SHOWN	CWMS TRENCH REINSTATEMENT
ORIGINAL SURVEY BY	TRENCH REINSTATEMENT DETAILS
SURVEY DATE:	
COORDS & DATUM COORDINATES TO MGA94 ALL LEVELS TO A.H.D.	FILENAME: 20161180 LAGOON DETAILS.DWG

JOB NUMBER	SHEET NUMBER	REVISION
20161180	1	A

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T:\2016\20161180 CMWS CAPACITY ASSESSMENT - DISTRICT COUNCIL OF ROBE\3_DEVELOPMENT\1 ACAD\20161180 LAGOON DETAILS.DWG [DET TR] December 20, 2017 09:25AM