



DESIGN & CONSTRUCTION OF BUILT FORM AND INFRASTRUCTURE WORKS AT THE DONNYBROOK VC MITCHELL PARK PRECINCT.



<p>Request for Tender</p>	<p>DESIGN & CONSTRUCTION OF BUILT FORM AND INFRASTRUCTURE WORKS AT THE DONNYBROOK VC MITCHELL PARK PRECINCT.</p>
<p>Deadline</p>	<p>Wednesday @ 3.00pm WST 13 July 2022</p>
<p>Address for Delivery</p>	<p>Tender responses shall be submitted electronically via the Shire of Donnybrook Balingup website portal at: https://www.Tender link.com/donnybrook-balingup/ Fax and email Tenders, as well as Tenders submitted by hand or via post will not be accepted.</p>
<p>RFT Number</p>	<p>RFT 04-2122</p>

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1.0 Key Information for Respondents

1.1 Project Details in Brief

The Shire of Donnybrook Balingup (Shire) is seeking to engage a suitably qualified Design and Construction (D&C) Contractor to undertake:

- Design and Construction of Works at the Donnybrook Community Sporting, Recreation, Events Precinct (DCSREP) including buildings and external works.

The high-level overview of the works is as follows:

1. Demolish the existing Football Club and replace with a new facility – (referred to as Pavilion 1).
 - The Shire has undertaken design and investigative works that show conceptual design and functional usage using a two-storey design solution, with this design connecting the oval to the mid-level of the site as a single/continuous built form design solution.
 - There is a preference to maintaining this design solution, however alternative options (such as single storey design solution) may be considered should this prove to be unachievable due to:
 - Budget restrictions to deliver aspirational concept design solution, or;
 - Provision of alternative solutions based on your industry experience and best practice that will yield like or similar outcomes.
2. Refurbish the existing tennis building (referred to as Pavilion 2) to meet functional and aesthetic requirements.
 - A conceptual plan for the refurbishment of this space has been developed, this being the Shires initial concept design solution to achieving this functional outcome, however alternative options such as;
 - Other design solutions, or;
 - Cosmetic upgrade will be considered as part of the overall achievement of budget.
3. Demolition of the existing “away team” changeroom building.
4. New services infrastructure to replace existing aged services including power, communications, water, sewer, and drainage.
 - It is noted that the design documentation as provided within the specification allows for full services to the site including upgrade to the existing Recreation Centre which was based upon an earlier design concept.
 - The final infrastructure services to be included is reduced and is described further in the Specifications.
5. New services infrastructure to support installation of future sports lighting to the oval and tennis courts with options for light poles subject to budget.
6. Make good to areas adjacent to new pavilions with potential for minor landscaping.

In addition to the above and subject to budget allowances, **additional scope would be highly desirable** to be included in the scope of works. These include:

7. Footpath linkages to facilitate compliant linkages to various facilities. This is specifically to link the Pavilion 1 and 2 with the Recreation Centre at the upper level and hockey training facilities adjacent to the Tennis Courts.
8. Lighting poles and heads to the Tennis Courts and Oval over and above allowances in item 5 above.
9. Landscaping and clearing to support the new development and path network.

Full scope inclusive of functional brief and the concept design are appended to this RFP.

Special Notation for Respondents

The Shire is seeking Tenders from the market that are aligned to one of the two guiding principal statements below, this being:

- Design solutions that are like / similar to the concept design solutions provided for all elements of design functionality, aesthetic and buildability listed in this Tender Request.
- Alternative design (this due to budget restrictions for the initial design preference) solutions using not just the information provided in the brief, but also drawing down on the relevant experience of said Respondent/s but still achieving the desired outcomes /deliverables.

The Shire has developed Concept design supported by due diligence works using a team of sub-consultancies under the direction of an Architect.

- This Tender has been drafted using this Concept design detail derived from extensive stakeholder consultation to determine functional usage requirements and spatial layout that aligns to daily requirements and works practices.
- The intention is to partner with an experienced contractor to maximise scope and functional output within a fixed project budget.
- The Concept designs and budget guidelines referenced in this package are in no way meant to be used as absolute parameters, but more as guiding principles based off this consultation.
 - You are encouraged to challenge this data and make alternative recommendation if you can provide alternative solutions that still meet the Functional Brief outcomes/deliverables.
 - You are also not conformed to the apportioning of budget as shown in Item 2.5; however, this is a **capped priced project** that cannot exceed the total construction project budget allocation.
- Furthermore, the aspiration of the Shire is to have a built form outcome that is;
 - Aesthetically pleasing.
 - Cost effective in asset maintenance.
 - As well as being aligned to the most current energy efficiencies that this budget will allow.

Budget

The total project budget for the works as described within this RFP is \$9.5 million (exc. GST), this includes the following costs but not limited to:

- Construction works including contractor preliminaries and margin.
- Design fees inclusive of initial design fees through the Shire and then subsequent D&C works through the Contractor.
- Contingency and Shire required ongoing consultancy fees.

- Any approvals costs and fee's necessary.

Of this, the estimated allowance for Construction works and design activities as part of this RFP is approximately \$7.45M excluding Contingency and Shire Costs. Tenders that exceed this budget allowance may be rejected on the basis that there are no more funds available to be assigned to this project.

The target completion date for the project is February 2025, however this is an aspirational due date and will be at the discretion of the Respondents feedback based on materials and contractor resourcing lead times.

1.2 Tender Closing Time and Date

The Tender closes at 3.00pm on Wednesday, 13 July 2022.

1.3 Details of Lodgement

Electronic submissions only via the Shire of Donnybrook Balingup website portal at <https://www.Tender link.com/donnybrook-balingup/>

1.4 Contact Person

Any enquiries related to this Tender must be directed to:

Name:	Shawn Lombard
Telephone:	(08) 9780 4206
Email:	shawn.lombard@donnybrook.wa.gov.au

1.5 Tender Briefing / Site Inspection

The briefing / site inspection will provide Respondents with the opportunity to clarify any uncertainties prior to the closing of the Tender.

A **non-Mandatory site visit/inspection** shall be held on site during the Tender period.

Date 15 June 2022
 Time 11:00am WAST
 Meeting location VC Mitchell Park, Marmion Street, Donnybrook, WA, 6280

A non-**Mandatory briefing** will be held via a Microsoft Teams Link with all Respondents.

Date 13 June 2022
 Time 11:00am WAST
 Meeting location Link to be provided following registration

All Respondents must attend and register their attendance on the day of this briefing.

- Non-attendance to the Microsoft Teams Session may disqualify a Respondent from Responding.

- RSVP attendance 24 hours prior to due date and time via email to shawn.lombard@donnybrook.wa.gov.au

Respondents must determine:

- All building requirements, traffic issues, storage, staging and logistics to complete the works.
- Review the Principals scope documentation and understand how best to respond to the RFP which will align with functional and budgetary priorities.
- Respondents shall also review the documents against the existing circumstances and should there be any discrepancies report those items to the Principal a minimum of 5 days prior to the close of Tenders and seek an instruction.
- By submission of a Tender without notifying the Principal of any discrepancies shall be acceptance of existing circumstances.

1.6 Addenda and Clarifications

No explanation or amendment to the Tender Documents shall be recognised unless in the form of a written addendum or clarification thereto issued by the Shire.

All addenda and Clarifications issued shall become part of the Tender Documents and any cost adjustments necessary shall be deemed to be included in the Contract Sum. Respondents shall acknowledge at the time of submitting Tenders, receipt of all addenda issued during the Tender period.

1.7 Conflict of Interest

Where a Respondent identifies that a conflict of interest might arise, the Respondent should identify that potential conflict of interest in their Tender.

If at any time prior to acceptance of a Tender, an actual or potential conflict of interest arises or may arise for any Respondent, that Respondent should immediately notify the Principal in writing.

In the event of a conflict of interest, the Principal may:

- Enter into discussions to seek to resolve such conflict of interest; or
- Disregard the Tender submitted by such a Respondent; or
- Take any other action, as it considers appropriate.

A Respondent must not make any false or misleading or deceptive claims or statement in connection with the Tender Process.

1.8 Collusive Responding

Respondents and their respective officers, employees, agents and advisers must not engage in any collusive Responding, anti-competitive conduct or any other similar conduct with any other Respondent or any other person in relation to the preparation or lodgement of their Tender.

2.0 Introduction and Background

2.1. History

In 2009, the Shire commissioned Jill Powell and Associates to develop a *Mitchell Park and Balingup Sports Master Plan*. Due to funding limitations at that time most of the Master Plan recommendations (redevelopment and revitalisation) were allocated as longer-term plans.

In mid-2018, the Shire secured funding from the Department of Local Government, Sport, and Culture (DLGSC) to review the original masterplan.

Stakeholders

The existing stakeholders include, but are not necessarily limited to the following: some of which are not located on this precinct, but use the facilities:

- The Shire of Donnybrook Balingup (The Principal)
- Department of Local Government, Sport and Cultural Industries
- The wider Donnybrook Balingup communities
- Donnybrook Recreation Centre management
- Donnybrook Football Club
- Donnybrook Tennis Club
- Donnybrook Hockey Club – Ladies and Men
- Donnybrook Netball Association
- Donnybrook Basketball Club
- Donnybrook Cricket Club
- District High School
- Primary School
- Numerous other stakeholders relating to sporting and community activities was carried out within the precinct/region including, swimming, badminton, gym, volleyball, spin classes, athletics, dance, and gymnastics.

The Master Plan was presented to Council for consideration and endorsed at the 27 May 2020 Ordinary Meeting of Council.

In August 2020, the Shire was advised it had been successful in securing a \$6M funding co-contribution to the project via the State Government's COVID Recovery Plan.

Between October 2020 and January 2021, a Project Team was established by the Shire, utilising early-release funding awarded by the DLGSC. The Project Management Team included:

- Project Management;
- Architect;
- Quantity Surveyor;
- Electrical Engineer;

- Civil Engineer;
- Structural Engineer;
- Mechanical Engineer;
- Fire Engineer / Certifier;
- Lighting Engineer;
- Hydraulic Engineer;
- Geotechnical consultant; and
- Land Surveyor.

The purpose of this engagement was to:

- Review the ABV Master Plan and commence planning and design works in more detail.
- To conduct additional Stakeholder consultation, this captured in a Functional Brief, and;
- To use this information to develop and prepare Design & Construct Tender documents ready for issue to the market with supporting concept/partial schematic design diagrams to help guide to Contractor Tender process.

In late 2021, the project team consolidated and presented all the data in a briefing session/s with Council, this aimed to progress the Project.

These briefing sessions concluded in a report to Council, this presented at the March 2022 Ordinary Council meeting. This report summarised the following data:

- A Business Plan report addressing the management model considerations, as well as including:
 - Some aspects of feasibility.
 - Future recommendations.
 - Comparison of like or similar facilities
- Current Quantity Surveyance cost of Total Project (Original July Stage: 1 works package) cost as of March 2022.
- An attachment package of all preceding reporting and relevant data
- Recommendation to Council to proceed to Tender phase using the Concept design package to formulate the scope and specification making up this package, this the last milestone before Tender award.

2.2. Project Scope in Summary

The scope of this project is to deliver the Design and Construction of Works at the Donnybrook Community Sporting, Recreation, Events Precinct including but not limited to Buildings and External Works.

This sees the following key tasks form part of this process: (Refer to Item 4.2 Scope of works for more detailed breakdown)

- **Review** of all supplementary documentation (appendices) prior to commencing works and provide a gap analysis of risk issues to be resolved.
- Provide **detailed design** of the Request for Tender to improve the design using current best practice principles and Respondent experience, including but not limited to:
 - a) Schematic Design.
 - b) Design development.

- c) For Construction documentation.
- All **approvals** required to deliver the brief.
- **Whole of life and basic asset management cost assessment** for all new, refurbished and upgraded assets.
- **Demolition, dismantling and removal/relocation** of existing equipment/built form for either disposal and / or re-purposing. This is predominantly the existing Football Building and separate away team changerooms however will also require any other demolition, dismantling, clearing and relocations necessary to undertake the works,
- **Delivery** of the new design, including but not limited to:
 - a) All site preliminaries and civil works.
 - b) Construction of Pavilion 1 - New Multi-purpose sporting facility located on existing Football Clubrooms location.
 - c) Refurbishment of Pavilion 2 – Located and including existing Tennis Clubrooms facility.
 - d) Acquisition and construction of new services infrastructure to support the redevelopment including but not limited to electrical, hydraulics and civil works.
 - e) Infrastructure services to support the future installation of sports lighting to the Tennis Courts and Oval.
 - f) Connecting pathways from the Pavilion 2 to the upper-level Sports Facilities,
 - g) Full Contract management/oversight throughout the project.
 - h) Full contract documentation (As Constructed, warranties, minutes etc.).
 - i) Practical Completion of the project.
 - j) Defects & Liability period and responsibilities.

2.3. Key Design and Project Objectives

The Shire has identified the following key design and project objectives, these being:

2.3.1 Key Aspirations/Deliverables

- It identifies the need for rejuvenation of sport and recreation facilities within the Shire.
- It recognises the opportunity for shared-use community events and sporting facilities in the VC Mitchell Park precinct.
- These facilities aspire to deliver broader social, health and economic benefits to the local community.

2.3.2 Key Drivers

Community Hub Development - To fully utilise the synergies, advantages, and benefits of co-locating a variety of sport and recreation activities within a single, integrated precinct.
To create:

- New passive recreational facilities/amenities and initiatives.
- Indoor and outdoor events space.
- Consideration for improved sports facility usage through sports lighting and other services infrastructure. (pending budget availability)

To prioritise flexibility in the accommodation of the stated needs of the various sporting clubs and community organisations as stated within the Functional Brief and Master Plan.

Sport Club Growth – to support the growth requirements of sporting clubs in the region through improved facilities, allowances for growth in numbers as the region expands as well as ability to support increased divisions such as State competitions.

Ageing Infrastructure – to facilitate identified functional shortcomings with the existing ageing amenity and capacity, and to consider resolution of existing technical faults within the precinct in the context of the Master Plan.

This includes replacement of aged and inefficient services infrastructure to and within the site.

Sustainability – To develop facilities that are operationally sustainable through co-location, multiuse and multipurpose and energy efficient facilities.

This will include consideration for environmental sustainability and particularly where the initiatives support the longer-term efficiency and operational costs for the precinct.

Accessibility – Community facilities should be designed to comply with the principles of universal access and inclusion design by facilitating access to and use of the facility and its spaces by all individuals and groups, of all abilities.

2.3.3 Project Outcomes

	Project Outcomes	Benefits
Service Provision	<ul style="list-style-type: none"> Increased service provision. Building on sustainability initiatives. Collaboration between community, sports clubs and service providers. 	<ul style="list-style-type: none"> Increase in community programs in the area. Increased accessibility to sports programs in the area. Increased community pride and sense of belonging. Sustainability of local service providers, and/or community and sports organisations to meet existing service demands and establish additional programs & services.
Filling need of sports clubs and associated programs	<ul style="list-style-type: none"> Increased utilisation capacity To consider the need for the continuous use of the precinct during the implementation of the Master Plan. 	<ul style="list-style-type: none"> Increase in opportunity to participate in a number of sports. To enable continued use of the facilities through development and minimising disruption to community access.
Accessibility	<ul style="list-style-type: none"> Improve accessibility throughout precinct for all community members. 	<ul style="list-style-type: none"> Continued and improved access for physical activity opportunities.
Employment Opportunities and economic benefits	<ul style="list-style-type: none"> Increased employment opportunities through construction phase and once operational. Value adding to the existing economic activity & production. 	<ul style="list-style-type: none"> Construction – potential for increased job opportunities for local construction industry. Increased staffing opportunities to service new facilities. Increased local skill base and career opportunities / pathways for local community.
Environment	<ul style="list-style-type: none"> Integration of ESD initiatives in the design of buildings and facilities. 	<ul style="list-style-type: none"> Consideration of effective building design, materials, fixtures and fittings to minimise ongoing operations.

2.4. Requirements In Brief

The Request For Tender is seeking Tenders from respondents to deliver the scope as highlighted below and as per the Specifications in section 4.

The budget for the works is fixed with limited opportunity for sourcing of additional funds and therefore respondents need to carefully consider scope as part of the submission in line with the Shires priorities.

The Shire, as evidenced in the initial concept design works supplied as part of this package, has an aspirational preference for the delivery of Pavilion 1 being a 2-storey building which provides:

- Strong linkages between the oval (lower level) and the tennis courts and carpark (mid-level).
- Opportunities for district views which support the marketability of the proposed function space for use by the community and wider population.
- This however needs to be considered in parallel with requirements to address functional and aesthetic shortcomings of the existing Tennis building as well as

broader services upgrades to support replacement of aged and / or end of life infrastructure.

The Shire will consider alternative Tenders from Contractors which deviate from these requirements (for example, provision of a single storey Pavilion 1) however any alternative Tenders should identify and highlight conformance with the Functional Brief.

Key deliverables and scope are as follows:

- Maximise Scope delivery and value for money for the Shire based on a fixed budget.
- Recognition of current market constraints and risks and establishing a partnership between the Shire and Contractor to understand and appropriately apportion risk.
- Seeking Tenders based on the Functional Brief requirements and largely from the design documentation prepared by the consultant team.

Scope to consider includes:

1. Demolish the existing Football Club and replace with a new facility – (referred to as Pavilion 1).
 - The Shire has undertaken investigative works that show conceptual design and functional usage using a two-storey design solution, with this design connecting the oval to the mid-level of the site as a single/continuous built form design.
 - There is a preference to maintaining this design solution, however alternative options (such as single storey built-form) may be considered should this prove to be unachievable due to budget restrictions or alternative solutions based on your industry experience that will yield like or similar outcomes.
2. Refurbish the existing tennis building (referred to as Pavilion 2) to meet functional and aesthetic requirements.
 - A conceptual plan for the refurbishment of this space has been developed, this being the Shires initial concept design solution to achieving this functional outcome, however alternative options such as other design solutions or cosmetic upgrade will be considered as part of the overall achievement of budget.
3. Demolition of the existing “away team” changeroom building.
4. New services infrastructure to replace existing aged services including power, communications, water, sewer, and drainage.
 - It is noted that the design documentation as provided within the specification allows for full services to the site including upgrade to the existing Recreation Centre which was based upon an earlier design concept.
 - The final infrastructure services to be included is reduced and is described further in the Specifications.
5. New services infrastructure to support installation of future sports lighting to the oval and tennis courts with options for light poles subject to budget.
6. Make good to areas adjacent to new pavilions with potential for minor landscaping.

In addition to the above and subject to budget allowances, **additional scope would be highly desirable** to be included in the scope of works. These include:

7. Footpath linkages to facilitate compliant linkages to various facilities. This is specifically to link the Pavilion 1 and 2 with the Recreation Centre at the upper level and hockey training facilities adjacent to the Tennis Courts.
8. Lighting poles and heads to the Tennis Courts and Oval over and above allowances in item 5 above.
9. Landscaping and clearing to support the new development and path network.

2.5. Project Budget Considerations

As described in Section 1, budget for delivery of the works is constrained (capped) and based on

- a COVID Recovery Grant fund
- supplementary Shire sourced funding.

Throughout the project Concept Design development, a cost estimate was prepared and based upon scope as required to meet the requirements of the Functional Brief.

This initial Cost Estimate exceeded the current project budget with rationalisation and negotiation subsequently undertaken with Stakeholders and Council to arrive at an agreed Delivery scope and budget.

Based on the current total project budget being \$9.5M, it is anticipated that the Construction budget allowable for the design and delivery of the scope is \$7.45M which excludes:

- Client contingency,
- Professional fees committed to date,
- Approvals and
- Shire costs.

The table below represents the current anticipated scope and budget range for each respective item inclusive of design, construction, preliminaries, margin, and regional considerations:

Notation:

- These values have been derived using the Shires Quantity Surveyance for each works package, this based on current active project rates and industry data. (31 March 2022)
- This table is merely to be used as a reference item for reflection on your findings and is in no way a restrictive tool or reference.

Item	Scope	Indicative Budget Range
1	Demolition of the existing Football Building and delivery of the new 2 storey Pavilion 1 including seating arrangements to view the oval	\$5M - \$6M
2	Refurbishment of the existing Tennis Building being the new Pavilion 2	\$400k to \$900k
3	Services Infrastructure Upgrades and Replacement including: <ul style="list-style-type: none"> - Electrical infrastructure and new transformers to connect to Western Power services. This includes services to the existing Sports Facilities at the upper level as well as new Pavilions 1 and 2. 	\$600k to \$1M

	<ul style="list-style-type: none"> - Hydraulics including new sewer and water services to the new Pavilion 1 and 2. It is noted that original design allowed for new services to the upper-level Sports Facilities however this is not considered necessary at present. - Drainage infrastructure to support the mid and lower-level infrastructure. - Communications – Services to support IT connectivity to all facilities within the constraints of services available. - Services Infrastructure and assemblies for sports lighting to the Oval and Tennis Courts. 	
4	Sundry works including demolition of existing away team facilities, paths, make good etc	\$100k
5	Light poles and heads for Oval and Tennis Courts (Optional Scope)	\$400k - \$600k

3.0 Conditions of Responding

3.1 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contract:	Means the agreement between the Principal and the Contractor.
Contractor:	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means AS 4902-2000 General Conditions of Contract for Design and Construct provided at Appendix B.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Donnybrook Balingup
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Request or Request for Tender or RFP	This document.
Requirement:	The Goods and/or Services requested by the Principal.
Site:	Means the lands and other places to be made available and any other lands and places made available to the Contractor by the Principal for the purpose of the Contract.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.

Tender: Completed Offer form, response to the Selection Criteria and Attachments.

Respondent: Someone who has or intends to submit an Offer to the Principal.

Works or Services: Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

3.2 Tender Documents

This Request for Tender is comprised of the following parts:

Section 1.0 – Key Information for Respondents (*read and keep this part*).

Section **Error! Reference source not found.** – Introduction (*read and keep this part*).

Section 3.0 – Conditions of Responding (*read and keep this part*).

Section 4.0 – Specifications (*read and keep this part*).

Section **Error! Reference source not found.** – General Conditions of Contract (*read and keep this part*).

Section **Error! Reference source not found.** – Special Conditions of Contract (*read and keep this part*).

Section 7.0 - Returnable Schedules (**complete and return this part**).

Remaining Appendices – Information (*read and keep this part*).

Separate Documents

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

3.3 Contact Persons

Respondents should not rely on any information provided by any person other than those listed below:

Name:	Shawn Lombard – Principal Project Manager
Telephone:	(08) 9780 4206
Email:	shawn.lombard@donnybrook.wa.gov.au

3.4 Proposed Request for tender Timeline

Following is an approximate timetable for the implementation of the project. It should be noted that the timing of the later events is only an approximation and reliant upon Contractor review and feedback as part of the Tender submission/s.

Event	Approximate Dates	Weeks
Request for Design & Construct Tender	June - July 2022	6
Assessment of Tender submissions	July - August 2022	3
Clarification /Negotiation ending in final value and design outcome.	August	3
Council report to consider Tender recommendation	September 2022	4 – 6
Award of Contract	September / October 2022	1
Schematic Design	October – November 2022	6
Development Approval	October 2022	4
Design Development	November - January 2023	4
Contract Documentation	Feb – March 2023	8
Building Permit	March 2023	2
Contractor's Mobilisation	March 2023	2
Forward works commence on site	December – February 2023	8
Construction	April to February 2024	40
Date for Practical Completion	February 2024	-
Defects Liability Period	Feb 2024 – Feb 2025	52

3.5 Site Allowances

This contract is not subject to adjustment for Site allowances.

Site conditions are to be confirmed and made provision for when pricing this Tender, using the non-mandatory site inspection and Shire Design sub consultancy detail (Geotech, site survey etc.) to rule out any latent conditions.

3.6 Allowances for COVID related Cost Increases (Shire Risk mitigation)

To address current concerns with COVID related cost increases and material / trade shortages, the Shire has reviewed the appropriate apportionment of risk and costs and have set aside project contingency for partial use in the event of industry wide and documented cost increases due to COVID impacts.

Respondents are advised that this allowance has been implemented to mitigate this risk as far as practicably possible and will be available to the Respondent for claims relevant to COVID - 19 impacts only.

Claims in this relation would be required to be verifiable through, but not limited to:

- Suppliers' formal communications to industry in this regard,
- Being a product of material / trade shortages directly linked to COVID-19 or
- Significant price increases which fall outside the typical rise and fall which is a part of normal industry parameters.

3.7 Lump Sum Price

Noting the inclusion of project contingency by the Shire to accommodate Item 3.6 above, the Shire is seeking Lump Sum Pricing of this Request for Tender on the basis that this document:

- Shows evidence of risk mitigation on the Shires behalf that should limit/reduce the Contractors provision of this occurrence in their pricing considerations.
- Shows a clear and simple process for claiming said variation should it occur.
- That this award will have an element of good faith and transparency required to ensure these variations are dealt within in an efficient, fair, and equitable manner.

3.8 Respondents to inform themselves and sub-contractors

Respondents will be deemed to have:

- a) examined the Request and any other information available in writing to Respondents for the purpose of Responding.
- b) inspected the site, its surroundings, access and location.
- c) examined all further information relevant to the risks, contingencies, and other circumstances influencing their Tender which is obtainable by the making of reasonable enquires.
- d) satisfied themselves as to the correctness and sufficiency of their Tenders including Proposed prices which will be deemed to cover the cost of complying with all the Conditions of Responding and of all matters and things necessary for the due and proper performance and completion of the work described therein.
- e) acknowledged that the Principal may enter into negotiations with one or more chosen Respondents and those negotiations are to be carried out in good faith; and
- f) satisfied themselves they have a full set of the Request documents and all relevant attachments.

3.9 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline.

The Deadline for this request is **3pm (AWST), Wednesday, 13 July 2022.**

The Tender responses must be submitted electronically via the Shire of Donnybrook Balingup website portal at <https://www.Tender link.com/donnybrook-balingup/>.

Fax and email Tenders, as well as Tenders submitted by hand or via post **will not** be accepted.

3.10 Tender Opening

Tenders will be opened as soon as is practicable, following the advertised Deadline at the Shire of Donnybrook Balingup Administration Office.

Respondents and members of the public may attend or be represented at the opening of Tenders.

As Responses are all electronic in nature, this will be done using technology with no hard copies being present.

- The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening.

- No discussions will be entered into between Respondents and the Principal's officers present or otherwise, concerning the Tenders submitted.
- Only the details of those Respondents submitting Tenders will be recorded not the value/price of the Tenders.

3.11 Acceptance of Tenders

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

3.12 Rejection of Tenders

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

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

3.13 Late Tenders

Tenders received:

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

will not be accepted for evaluation.

3.14 Disclosure of Contract Information

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

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

3.15 Tender Validity Period

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

3.16 Tender Documents

The Tender Documents shall include the Conditions of Tender, the Invitation to Tender, the Form of Tender, the Tender Specifications, the Schedule of Rates and Schedule of Prices (if any), the Tender Questionnaire, the Draft Agreement (if applicable) and any drawings or written statements required by such documents to be submitted by the Respondent and the Form of Tender provided herewith to be completed by the Respondent.

3.17 Document Discrepancy

If either party discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out this Tender, the Respondent shall give written notice. The Principal shall direct the Respondent as to the interpretation.

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the Superintendent will confirm following appropriate notification.

3.18 Alternative Tenders

For the purposes of this RFP, it is noted that the term "Alternative" only being relevant whereby the Respondent chooses to move away from:

- i) Multi Storey design for Pavilion 1 and make submission on a single storey option.
 - ii) Total redesign and scope variation of Pavilion 2 with the intent of budget conformance, but not at the expense of desired outcomes and functionality.
 - iii) All other submissions outside of these constraints will be deemed non-conforming.
- a) An alternate Tender may be submitted if it accompanies a conforming Tender.
 - b) Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".
 - c) The Principal may in its absolute discretion reject any Alternative Tender as invalid.
 - d) Any printed "General Conditions of Contract" shown on the reverse of a Respondent's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an "Alternative Tender".
 - e) Where documents are identical (Insurances, risk, OH&S, Qualitative criteria etc.) in both conforming and alternative submissions, only issue these once as part of the conforming submission and make clear notation of this in the alternative submission directing officers to the conforming content where relevant for these duplications.

3.19 Alterations

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

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

3.20 Risk Assessment

The Principal may have access to and give consideration to:

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

- d) any personnel or entity other than those nominated by the Respondent as referees in the Response;

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

Respondents may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires satisfying itself that Respondents are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract.

The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

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

3.21 Evaluation Process

The following Tender will be evaluated using information provided in your Tender.

This will be a two (2) stage process, namely:

Stage 1: Respondents evaluation, clarification, and short-listing stage.

Stage 2: Award of Contract stage.

The following evaluation methodology will be applied:

Stage 1:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g., completed Offer Form and Attachments) shall be excluded from evaluation.
- b) Tenders are assessed against the Selection /Qualitative Criteria.
- c) Tenders will then be evaluated on a value for money basis.
 - The successful Tender will be the Tender that is best able to demonstrate an excellent design solution at a competitive price.
 - At the absolute discretion of the Principal, the lowest Proposed price may not necessarily be accepted nor will the Tender scoring highest on the weighted criteria.
 - The Proposed price will be considered along with the assessment of the weighted criteria in assessing the best value for money outcome.
- d) The most suitable Respondents may be short listed and may also be required to:
 - Clarify their Tender.
 - Make a presentation and/or demonstrate the product/solution offered.
 - Referees may also be contacted prior to the selection of the successful Respondent.
- e) Up to three Respondents may be selected as preferred to allow further discussion and budget / design refinement of the Tenders.

Stage 2:

- a) Presentation of the recommended Tender to Council for final decision to be made.
- b) A Contract may then be awarded to the Respondent whose Tender is considered the most advantageous Tender to the Principal at completion of the Stage 1 deliberations.
- c) This award will encapsulate the clarified position and budget value negotiated at the conclusion of the Stage 1 deliberations.

3.22 Evaluation Criteria

The Contract may be awarded to a sole Respondent who best demonstrates the ability to provide design excellence in achieving the project objectives within the budget set.

The qualitative and compliance criteria will be assessed along with a value for money evaluation to determine the most advantageous outcome to the Principal.

Quantitative Criteria

It is noted that pricing will fall outside the evaluation of Qualitative Criteria. The Principal has adopted a best value for money approach to this Request noting that this is linked very closely with the Scope and Design Criteria and the requirement to achieve the design priorities as documented.

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

The Shire has elected to disclose the project budget and approximate split in scope deliverables.

As this project is a funded through the State COVID Recovery Plan, strong consideration will be given to maximising scope delivery and achieving best outcomes for the region as well as utilisation where appropriate, local sub-contractors, consultants, and suppliers to support the region.

The evaluation of pricing will include, but not be limited to, assessment of:

- Project breakdown and scope as per the Returnable Schedules, and;
- Will consider split in preliminaries and margin, design and administration, materials and build quality and overall scope and allowances.

Qualitative Criteria

A scoring system will be used as part of the assessment of the qualitative criteria.

Unless otherwise stated:

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

The following evaluation criteria shall be applied in the assessment of Tenders:

Criteria	Weighting
Scope and Design:	45%

<p>Provide documentation and drawings to illustrate your Proposed design and scope for the multi-purpose pavilions and additional scope items. This can include plans, elevations, and 3D perspective together with proposed materials schedule, as well addressing but not limited to the following criteria:</p> <ul style="list-style-type: none"> • Provides a schedule and detail of the full scope of works as per the Respondent's Tender and how this aligns with the Shire's priority scope objectives. • Provide evidence in the submission that the Tender design and project delivery will be fully compliant with requirements of the Functional Brief and the priorities of the Shire. • Where the Respondent proposes an alternative design which is outside the priorities of the Shire although compliant with the Functional Brief, the respondent is to clearly articulate the benefits to this solution (cost, scope maximisation, operational benefits etc). • Definition of what additional scope items may be affordable within the Respondent's Tender e.g., sports lighting, landscaping, pathways other etc. • Represents innovative and effective design that meets the design objectives and priorities of this RFP. • Design which supports growth in the region through showcasing the regions vernacular and assets. This is through materials and built form, maximising vistas and architectural design which promotes visitation. • Captures and incorporates local vernacular element/s and materials that will make this an aesthetically pleasing and functional facility for visitors and locals alike. • Caters for a range of age groups and abilities (including those with disabilities) and represents good design and buildability. This should include connectivity Tenders between the lower and middle planes of the site which were proposed to be addressed through the delivery of a two storey pavilion 1. • Provides a robust long-term installation designed for the climate, public use and considers whole of life solutions. • Considers and demonstrates the assumed future ongoing maintenance requirements of the facility through good design and ongoing maintainability. (Local supplier and support, warranty, guarantee etc.) • Makes industry tried and tested recommendations for product and buildability aspects of this campaign. • Acknowledges considerations as listed in Item 2.4 of this document. • Provision of a project timeline with clear notation to the design staging and review considerations as noted in Item 2.4 of this document. <p>Supply details as an attachment and label it "Scope and Design"</p>	
<p>Relevant experience (MAX 10 PAGES) and project team (MAX 6 PAGES): Describe your experience in completing /supplying similar requirements.</p>	<p>25%</p>

<ul style="list-style-type: none"> • Experience, expertise, and nominated project team including estimation of involvement in the project. This should include identification of the project lead who will be the responsible lead throughout the project, design manager and full-time on-site supervision as a minimum. • Confirm the role and credentials of the key person(s) in the provision of the service (i.e., formal qualifications and experience). • Identification of the proposed consultant team and the specific resources nominated. • Any contingency measures or back up of resources including personnel (where applicable). • Identification of where the Contractor and proposed consultant team have undertaken projects together previously. This may be through a D&C arrangement or Construct Only and delivering the design. • Provide at least 3 specific examples of relevant similar projects from design to construction and completion on site including written references for each attesting to performance. This should detail relevance to this project through scope, industry sector, budget and risk factors. • Demonstrate capacity to deliver the range of services required including the provision of examples including photographs of other similar projects. • Confirm ongoing availability to provide sufficient skilled persons capable of performing the tasks consistent with the required standards. • Describe and submit formalised policies, programs or initiatives within the organisation that are directed towards meeting corporate social responsibilities and objectives. <p>Supply details as an attachment and label it “Relevant Experience”</p>	
<p>Demonstrated Understanding: Respondents should detail the process they intend to use to achieve the Requirements of the Specification. A demonstrated understanding of the scope of work and delivery process, including but not limited to:</p> <ul style="list-style-type: none"> • Understanding of key risk issues particularly those relating to the current market impacts due to Covid -19 on material shortages and availability, resourcing limitations and increased lead times. This should include how the Respondent proposes how to mitigate these risks using means other than EOT’s and variation claims as far as practicably possible. (e.g., early order placement etc) • A design process which promotes collaboration with the Shire to ensure the Client has input to the design process and ability to influence design decisions. • Understanding of the Shire’s drivers to maximise scope delivery and achievement of the priorities listed as well as what additional scope items may be achievable within budget. • Demonstration how you propose to capture elements that incorporate local vernacular element/s and materials that will make this an aesthetically pleasing and functional facility for visitors and locals alike. 	<p>20%</p>

- Energy efficiency incorporation in design, with the focus on staged implementation should the budget be restrictive in Stage 1 delivery.
- Access & Inclusion in your design.
- The use of standard products versus custom fabrication to achieve the desired design outcome, or a combination thereof.
- Innovation in design.
- Maintenance and renewal cost evidence for a minimum of the first 5 years of the asset portfolio. (You can use an example of a previous submission for this purpose).
- Material and building selection/ recommendation based on tried and tested ongoing maintenance experience and findings.
- Demonstrated project management experience in relevant projects of a similar nature, particularly in WA.
- Demonstrated level of quality assurance, including as it relates to manufacture of equipment to be installed, ongoing maintenance and usable life of equipment.
- Demonstrated use of and commitment to local contractors and suppliers.
 - Outline the extent to which Local Content has been included, this done in the form of a table listing item and value (estimation) for quick reference and evaluation purposes.
- Proponents are asked to demonstrate their approach to producing works of outstanding design excellence, including recognition through prizes, awards, publications etc.
- Demonstrate how any existing assets that are proposed to remain are to be renewed to expand their remaining useful life.(if applicable)

Supply details and provide an outline of your proposed methodology in an attachment labelled

“Demonstrated Understanding and Resources”.

<p>Proposed Project Programme (MAX 2 PAGES)</p> <p>Respondents should provide as a minimum information of proposed project programme from contract award through to final occupancy certification and reflective of the following key events / milestones:</p> <ul style="list-style-type: none"> • Football season – minimising down time • Tennis season – minimising disruption of use of courts • Proposed methodology for this project to be completed within budget, preferably on or before 31 December 2023. <p>Supply details as an attachment and label it “Proposed Procurement Programme”</p>	<p>10%</p>
<p>Pricing:</p> <p>The evaluation of pricing will include, but not be limited to, assessment of:</p> <ul style="list-style-type: none"> - Project breakdown and scope as per the Returnable Schedules, and; - Will consider split in preliminaries and margin, design and administration, materials and build quality and overall scope and allowances. - Furthermore, this is capped priced Tender <p>Pricing is not weighted and will be evaluated on a “value for money” basis.</p>	<p>0%</p>
<p>Total</p>	<p>100%</p>

3.23 Compliance Criteria

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

- a) Financial Capability.
- b) Safety; and
- c) Proposed amount is within the budget.

3.24 Qualitative Criteria

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

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

3.25 Principal's Policies in Selection Process

The following policies may affect the selection process and are available for downloading.

Regional Price Preference Policy

A preference is applicable to locally based contractors and suppliers in the Shire of Donnybrook Balingup as well as the Shire of Boyupbrook.

Principal's Disability and Access Inclusion Plan

To the extent practicable, the Respondent will implement the Principals "Disability Access and Inclusion Plan" prepared under the Disabilities Services Act 1993.

Copies of both documents can be obtained from the Shire's website at www.donnybrook.wa.gov.au

3.26 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Proposed prices are to be exclusive of GST.

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

3.27 Ownership of Tenders

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

3.28 Canvassing of Officials or Shire Officers

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

3.29 Identity of Respondent

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

3.30 Costs of Responding

For unsuccessful Respondents, the Principal will not be liable for payment to the Respondent for any costs, losses or expenses incurred by the Respondent in preparing their Offer.

3.31 Monetary Values

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

3.32 In-house Tenders

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

3.33 Respondent's Responsibility

The Respondent will in accordance with this Tender:

- a) comply with all obligations as directed by the Principal in accordance with this Tender; and
- b) ensure that all invoices are completed correctly as specified in the Tender.

3.34 Shire's Responsibility

The Principal will in accordance with the Tender ensure that all relevant information is supplied to the Respondent.

3.35 Items Supplied by the Respondent

The Respondent shall supply services and/or products for the proper performance of this Tender for the price/s stated in the Tender documents.

3.36 Variations

The Respondent shall not vary the scope of this Tender unless determined by the Principal. The Principal may request the Respondent to give a detailed quotation of any proposed variation supported by evidence of cost. Any costs or charges payable in respect of any variation shall be agreed upon by the Principal.

If the Principal agrees to the variation, prices will be based on the rates usually charged by the Respondent under this Tender. If variations are requested for the convenience of the Respondent, the variation may be granted at no extra time nor cost to the Principal.

3.37 Extension of Time

Should, at the Principal's absolute discretion, an extension of time to lodge a Tender be granted then the extension shall apply to all Respondents who will be advised of the new closing time and date. Tenders lodged within the original time shall be retained unopened or returned upon request.

3.38 Confidentiality

The documents supplied to the Respondent for the purposes of carrying out the work shall remain the property of the Principal and returned to the Principal on demand. The Respondent shall not make public or disclose or discuss to any person other than a Sub-Contractor to

enable it to perform the obligations under this Tender any confidential information relating to this Tender.

Confidential information relates to any information obtained by them or to which they have obtained or may obtain access to in the course of performance of duties under the Tender or otherwise. The documents provided to the Respondent shall not be used, copied or reproduced for any purpose other than to perform the obligations under this Tender.

3.39 Occupational Health and Safety

All Respondents shall ensure that they, their plant, equipment, and personnel comply with the Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations of 1996 and any amendments thereafter. All vehicles working on site must fully comply with the relevant Australian Standards and the Road Traffic Code of Practice.

3.40 Indemnity

The Respondent shall indemnify and keep indemnified the Principal against:

- a) any liability under the Workers' Compensation and Rehabilitation Act 1981 and its subsequent amendments.
- b) any other law in force or which during the term of this Contract may come into force, under which any person is entitled to claim or sue for compensation or recover any damages from the Principal.

3.41 Insurance

Before signing any Contract, the Respondent must produce and deposit with the Principal such insurance as requested by the Principal, which will include Professional Indemnity, Third Party and the Public Liability Insurance Policy to cover the liability of the Respondent during the period of this Tender.

3.42 Termination

The Respondent will be in breach under any Contract entered into if it fails to perform or observe any obligations or undertaking to be performed or observed on its part under this Tender.

If the Respondent commits a substantial breach of the Tender, the Principal may give written notification specifying the relevant default. Where the default is capable of being remedied the Respondent will repair the default within 24 hours of receiving notification from the Principal.

Where the Respondent fails to respond after receiving notification or where the default is not capable of being remedied.

The Respondent must then claim from the Principal an extension of time and show just cause for the extension. The Principal has the right to refuse an extension of time if the Respondent does not show adequate justification to the satisfaction of the Principal.

The Principal reserves the right to then terminate the contract if the Respondent does not show just cause for the extension of time.

3.43 Goods and Services Tax / ABN Quotation

All Respondents shall ensure that they comply with the Goods and Services taxation demands. The Principal has clear views on the requirements of suppliers to simplify processing. Briefly, these are:

- a) All suppliers should be registered for GST/ABN purposes.
- b) Suppliers' invoices must meet ATO standards for "Tax Invoices";
- c) GST is to be shown on invoices as a separate amount; and
- d) Items that are GST exempt are to be clearly marked as such.

In order to ensure that the Principal is in a position to fully comply with the tax demands, it is a prerequisite that the Respondent must be able to quote an ABN or show that the number has been applied for.

3.44 Intellectual Property and Commercially Sensitive Material

Respondents must state details of any intellectual property held which would be used in performing the proposed contract. This should include an identifying description of the property and the terms on which it is held.

3.45 Value for Money

Value for money is a key Principal objective to ensure that when purchasing goods or services, the Principal achieves the best possible outcome for every dollar spent by assessing the costs and benefits to the Principal and the community, rather than simply selecting the lowest price offered.

3.46 Limitations to Liability

- a) The Principal reserves the right, without advance notice, without explanation and for any cause whatsoever:
 - (i) not to proceed with this Tender; and
 - (ii) to change the terms and procedures relating to this Tender and selection of the successful Respondent.
- b) The Principal will not reimburse an unsuccessful Respondent for any costs directly or indirectly incurred by that Respondent in connection with this Tender.
- c) No responsibility (including responsibility by reason of negligence) is assumed by the Principal, its servants, agents, or advisers in respect of the contents of, or omissions from, any document provided by the Principal to a Respondent in connection with this Tender. Each Respondent must make its own independent enquiries concerning all matters relevant to its Tender.
- d) Before the issue of this Tender document, meetings conversations and other contacts may have occurred between the Respondent and the Principal. These meetings, conversations and contacts will not form the basis of this Tender Document.

3.47 Response Times

The Contractor shall provide a high level of service in both quality and response time. This

level of service provision is to include telephone requests for advice, requests for urgent and occasionally some out of hours' advice and written requests for advice.

3.48 Fee

The fee shall be based on the program provided in this brief and it is to be fully inclusive of all prints, disbursements, sundry costs and charges, profit, administration costs, overheads and all incidental costs required to carry out and complete the services requested.

3.49 Authorities and Approvals

The Respondent shall be responsible for obtaining all approvals and consulting with all relevant authorities having jurisdiction over the works at all relevant stages of the development and will ensure that all documentation satisfies those authorities.

To support the Respondent, the Principal will be responsible for the following:

- Liaising with DWER with regard to any soil contamination matters / approvals.
- Liaising with Department of Planning with regard to any land tenure and boundary approvals.

3.50 Program

The project shall be progressed to an agreed timetable which will be signed off by both parties prior to the project commencing.

Once approved, the Contractor shall conform with the program and in the event that the Contractor either considers the program to be unachievable or is unable to conform to the program at any stage, the Contractor must immediately notify the Principal.

Failure by the Contractor or any of its sub-contractors to conform to the program or this requirement may be considered by the Principal to be a breach of the Contractor's commission.

The target delivery programme is as follows:

- Commencement of works on site – February 2023
- Practical Completion – February 2025 (Aspirational date, see previous due date references)

3.51 Payment

The Contractor shall submit a schedule of progress payments as part of their submission.

The Principal's payment term is thirty (30) days from the receipt of a Tax Invoice subject to satisfactory completion of the relevant stage.

3.52 Precedence of Documents

This Tender document is to be read in conjunction with the General Conditions of Contract. However, if a conflict between any clauses in these documents becomes apparent, then the clauses in this Tender document shall have precedence.

3.53 Liquidated Damages, Penalties and Incentives

Shortlisted Respondents who are invited to make a presentation to the Principal may be requested to outline any measures deemed appropriate to ensure the timely delivery of the project. This may include penalties for delayed delivery and/or incentives for early/on-time delivery. The Principal is not obliged to enter into any agreement in this regard, however any agreement that is reached will be formalised in the resulting contract.

3.54 Copyright

For avoidance of doubt, the Principal will jointly own the copyright for all plans and all other intellectual property associated with this development. Refer also to Clause 3.44.

4.0 Specifications

4.1 Introduction

The Donnybrook Community Sporting, Recreation, Events Precinct (DCSREP), VC Mitchell Park (the Precinct) is the Shire of Donnybrook Balingup's (The Shire) premiere multidisciplinary sporting precinct and currently comprises:

- VC Mitchell Oval including Football Clubroom, spectator seating, home game changing facilities and ablutions
- Away team separate change rooms
- Tennis Courts, Clubroom and hit up wall
- External Basketball courts (disused)
- Vin Farley Rotary playground
- Recreation Centre including indoor basketball / netball courts, 25m pool, gym and associated facilities
- Carparks, access roads and paths

Facilities are of varying condition and functionality with feedback received from users and stakeholders being:

- That many elements are not fit for purpose and will not accommodate future growth of many sporting disciplines.
- The site topography creates difficulty for both movement across the planes as well as a feeling of disjointed cohesion and connectivity between users of this space.

The purpose and outcome of this Request for Tender process is to see the following delivered as an aspirational/desired outcome:

- The construction of new facilities within the Precinct should where practical be multi-purpose to maximise usage of grounds and facilities.
- All works are done with the intent to improved safety and improved amenity usage/experience for users and spectators.
- That maximum scope is delivered from available budget, but not at the expense of quality and aesthetic appeal.

4.2 Scope of Works

Respondent Notation:

Respondents are asked to undertake an initial review of all issued design documentation developed by the Shires Consultant Design Team, including but not limited to all Appendices.

It is the Shire's anticipation that the ensuing Responses would use and incorporate this information in their Tenders as far as practicably possible, but not being limited to, in an outcome that demonstrates the following:

- Respondent feedback that accepts and aligns to the information provided as being the best value for money and functional outcome or makes alternative design and value

for money design recommendation based on their experience and due diligence findings.

- Good design (function and compliance) and sensitivity to local vernacular and aesthetic appeal.
 - The design process will include but not be limited to Schematic Design, Design Development, Contract Documentation and Construction of multiple elements across the existing Precinct.
- Built form functionality aligned to the Functional Brief.
- Value for money construction methodology that yields maximum scope for budget availability.

The Shire is directing the Respondents to note the Shires **order of priority for workscope delivery** when working through the works package.

- Respondents are asked to design, document and price each of these elements with the aim of identifying true cost for each item before moving to the next item.
 - The intent of this methodology is to identify cost savings/efficiencies which are then used to help deliver the next highest priority to yield maximum scope value and outcome for the entire Project.

Scope prioritisation list:

1. Demolition of the existing Football Pavilion and Away Change room buildings
 - Note: This will need to be staged as the Away Change rooms will be used as temporary facilities during the construction period.
2. Main site services upgrades for Electrical (power) and Hydraulic (sewer, water, and fire) services.
 - Only works associated to the immediate built form works packages, with provision for future connections as the cut-off point in this campaign.
3. A new Multi-Purpose Pavilion No 1 (either Double or single Storey), in the approximate location of the existing Football pavilion
4. Refurbishment and extension of the existing Tennis Pavilion into Multi-Purpose Pavilion No 2
5. External works around the two Multi-Purpose Pavilions
 - These works include the existing Pavilion No 1 grandstand refurbishment works, Pavilion No2 external verandah works.
6. Linkage paths, ramps and steps between the Multi-Purpose Pavilions and the existing Recreation Centre (pending budget)
 - These works include the footpaths immediately around Pavilion No1, and the footpath works around Pavilion No 2.
 - These works done to the point that access is achieved to compliance and connectivity outcomes between precincts).
7. Sports lighting to the Oval and Tennis Hard Courts (pending budget)

8. External drainage works
 - Only works associated to the immediate built form works packages (relocation of pipework and addressing connection to mains drainage).
9. Other minor and ancillary works as detailed in the documents

As part of this contract the Main Contractor shall be required to engage a Consultant Design Team to procure the Design and Contract Documentation for the whole of the Works and to obtain all required approvals and certifications necessary for the construction, completion, and occupation of the buildings.

That Consultants Design Team shall consist of, but not necessarily be limited to:

- Architects
- Civil Engineers
- Structural Engineers
- Mechanical Engineers
- Electrical Engineers
- Hydraulic Engineers
- Landscape Architect
- Fire Engineer
- Specialist Sport Field Lighting Consultants
- Private Certifier - Building Surveyor
- Energy Efficiency Assessor
- Acoustic Engineer
- Lift Consultant – if required
- Any other consultants that may be deemed necessary for and to add value to the project as determined by the Respondent

Consultants Team to Date

The following consultants have been engaged by the Shire of Donnybrook Balingup to complete “works to date” toward this project.

- The specification, design diagrams, functional brief and other reference documentation make up the “works to date” package to be used as reference in this Tender request.
- The design diagrams in this “works to date” package have been clarified and amended to suit the stakeholders needs and requirements (through extensive consultation), and so doing inform you the Respondent of proximity and synergistic desirables and outcomes.
 - These are to be maintained as far as practicably possible throughout your design review and submission response.

The Principal confirms that the following Consultants have completed their engagement on this project with the Shire of Donnybrook Balingup and therefore may be approached by any Respondent wishing to engage any or all of them (except Shape Management) as part of a

Design and Construct Team, to provide pricing on these works. The engagement of any of the following consultants is entirely at the Respondent's discretion and risk and without any endorsement, recommendation, or involvement by the Principal.

Discipline	Company	Contact Person	Contact details
Project Manager	Shape Management	Jan Hopper	T: 0420 364 406 E: Jan@Shapemanagement.com.au
Master Plan Consultant	ABV Consultants	Darren Monument	T: 0421 366 366 E: darren@abvconsultants.com.au
Architect	MCG Architects	Michel Greenhalgh	T: 9791 6993 E: michel@mcgarchitects.com.au
Civil Engineer	Edgeloe Engineering	Wayne Edgeloe	T: 0429 220 608 E: wayne@edgeloe.com.au
Structural Engineer	Terpkos Engineering	Paul Terpkos	T: 0407 733 563 E: paul@terpkos.com.au
Mechanical Engineer	Franklin Engineering	Tim Franklin	T: 0419 474 070 E: tfe@westnet.com.au
Electrical Engineer	ESC Engineering	Mark Chisholm	T: 0407 428 046 E: mark@escperth.com.au
Hydraulic Engineer	Stantec	Erika Voges	T: 0439 938 240 E: erika.voges@stantec.com
Specialist Lighting Engineer	Best Consultants	Arnold Hoehn	T: 0417 907 677 E: a.hoehn@bestconsultants.com.au
Building Surveyor	Tecon	Gary Fitzgerald	T: 0408 808 265 E: gfitzgerald@teconaust.com.au
Surveyor	BCE Surveying	Simon Fawcett	T: 0447 611 741 E: simon.fawcett@bcesurveying.com.au
Geotechnical Engineer	Galt Consulting	Rick Piovesan	T: +61 (0)437-111-360 E: rick.piovesan@galtgeo.com.au

4.3 Procurement of design and contract documentation

Respondent Notation:

The Shire is requiring all Respondents to take the following directive/s under advisement when moving through the design, contract documentation and cost calculation phases of this process, these being:

The Shire has expressed its order of **priority for built form (buildings)** in the Scope priority statement, these being:

1. A new two Storey Multi-Purpose Pavilion No 1, in the approximate location of the existing Football pavilion.
2. Refurbishment and extension of the existing Tennis Pavilion into Multi-Purpose Pavilion No 2.

The following directives are to be considered with the intent to as far as practicably possible deliver the initial scope priority as articulated in the brief and associated documentation, noting that this is the Shires favored aspirational outcome.

- However, when it becomes apparent that this is not achievable due to either cost, design-based or other constraints, the Respondent can deviate from this priority using the following as guiding principles:

Two Storey Multi-Purpose Pavilion No 1:

- Consider alterations to space and layout, provided they don't remove or impede the intended use of said space as articulated in the Functional Brief and Shire issued Concept design.
- These changes don't fall under/short of minimum standards and constraints set out by governing bodies or compliance agencies.
- While it is the strong preference of the Shire to deliver a 2-storey facility linking the Oval to the mid plane level, if budget is significantly constrained a Single Storey consideration may be entertained. In this scenario, the space, and functional synergies of said spaces as depicted in the original design must be maintained and transposed to a single plain design and as further articulated in the Functional Brief.
- That connectivity (access and inclusion, disability access etc.) lost through this Single Storey design consideration be addressed in the new design Tender, as this is a high priority outcome for the Shire and its stakeholders.
- Noting that the Two Storey Multi-Purpose Pavilion design relocates the main access of this built form to the mid-level, making use of the new future carpark to further support this design outcome and serviceability.
 - Respondents are asked to propose new design solutions that either keep to this initial intent or propose an alternative solution.
- That this Single Storey consideration only be a consideration to encourage built form savings that can be redirected to additional scope gain and delivery.

Multi-Purpose Pavilion No 2.

- Consider alterations to space and layout, provided they don't remove or impede the intended use of said space as articulated in the Functional Brief and Shire issued Concept design.
- These changes don't fall under/short of minimum standards and constraints set out by governing bodies or compliance agencies.
- The Shires design shows a continuous Pavilion No 2 skillion new roof structure that links to Pavilion 1, for purposes of aesthetics, cohesive design and a clear entry statement to both Pavilion 1 and 2.
 - However, if for purposes of cost saving and scope maximization, Respondents are encouraged to consider other simpler options/solutions that still result in good

aesthetic appeal and entry statement whilst possibly removing the need to have total roof connectivity.

- This will potentially negate the requirement to replace the existing roof structure to the current Pavilion 2 built form, but still requiring possible roof sheeting replacement due to known issues and age.
- The addition of the changerooms is a highly desired outcome, as this services current and new patronage amenity at this level. Respondents are asked to make recommendation of how this can be achieved either through future staged works or reduction of scope to this workscope portion against what is articulated in this brief should this become a consideration to conform to budget availability.
- Viewing structure (deck and / or paving) to the tennis courts is desirable as per the proposed design as well as the path connectivity from Pavilion 1 through towards the upper level however this may be rationalised subject to budget and design alternatives.

Noting the above, the procurement of the Design and Contract Documentation shall be a phased approach with formal reports and submissions to be made at the completion of each phase as follows:

4.3.1 Concept Designs

To date, the Principal has developed a series of concept designs for each element across the precinct, as shown in the attached drawings (refer Appendix O). These designs have been undertaken in reflection against the Functional Brief.

The planning of each element is mostly fixed including layouts, sizes, juxta positioning of spaces and configuration of rooms.

However, minor improvements and alterations to suit constructability and conformance with codes and regulations would be acceptable and are encouraged. These changes are however to be completed in reference to the Functional Brief, ensuring that any changes made still meet the outcomes and aspirations of the Functional brief for each stakeholder as far as practicably possible. Elements such as wall thicknesses, window sizes, door locations and cabinetry are all open to minor adjustment to suit the preferred methodology of each Respondent and detailed consultation during Schematic Design.

The aesthetics and architectural language of the buildings, however, have not yet been resolved. The Principal has purposely left this to the interpretation and innovation by the Respondents and requires each Respondent to prepare and submit as part of their Tender submission:

- A Tender for elevational design of the multi-purpose pavilions, including elevations and 3D perspectives of their Tender.

As a guide, the Principal would like to see an aesthetic that reflects the local Donnybrook Balingup vernacular, taking influences from:

- The rural built forms and agricultural structures of the region.
- Utilising local materials including hardwood timbers, Donnybrook stone and profiled sheet metal roofing common to the region.

Whilst this could lead to a very basic design solution the Principal will not accept a simple shed or tilt panel structure design unless it clearly supports the aesthetic requirements as described above.

The design must have articulation, relief, a mixture of materials, good natural daylight, good ventilation throughout, as well as good passive solar design performance. This all needs to be incorporated into a simple but aesthetically appealing built form.

Once appointed the successful Respondent shall, as a minimum, be required to provide the following scope of services.

4.3.2 Schematic Design

- Meet with the Principal and Project Control Group (PCG) to conduct a full review of the design, both in plan and elevation and to review all project costs and the procurement program
- Carry out a full site assessment and understand the conditions and constraints as required. However, it is assumed this will have been done during the Tender period
- Allow to adjust designs as necessary and prepare full presentation Schematic Design drawings for the purpose of Council endorsement, community display and Development Approval Application
- Allow to involve any required sub-consultants as necessary to complete this phase
- Allow for all necessary meetings in Donnybrook to complete this phase – approximately 3-4 meetings
- Prepare and submit a Schematic Design report to conclude this phase, confirming the agreed Schematic Design and materials selections for the exterior of the building(s), together with a summary of costs and programme and any agreed adjustments.
- Prepare a full delivery program showing all design phases, hold points and particularly staging of works to meet the Stakeholders requirements over the delivery program.
- Consider option for early works to assist in managing stakeholder requirements and expectations.
- Liaison and submission of requirements for services design and approvals through the relevant authorities.
- Allow to assist the Principal in preparing and submitting a Development Approval Application (fees paid by the Principal)
- Hold point - Seek the Principal's written approval to proceed to Design Development

4.3.3 Design Development

- Initiate the involvement of the Architects and all required sub-consultants to commence detailed analysis and design of each discipline, for each element of the Works
- Meet with the Principal and the PCG and with reference to the room data sheets, confirm detailed expectations and resolutions for all:
 - Architectural exterior and interior elements
 - Mechanical systems
 - Electrical mains power and descending reticulation throughout
 - Hydraulic mains services in and out of the site and descending reticulation throughout

- Fixtures, fittings and finishes
- External Works including roads, car parks, paths, ramp, steps, sports playing surfaces and associated elements
- Prepare schedules and colour boards for the above for presentation and approval
- Co-ordinate the services of all sub-consultants/disciplines and ensure integration and co-ordination of all services
- Liaise with the project Building Surveyors to resolve all Building Code requirements
- Together with the PCG, identify opportunities for forward works and prepare documentation accordingly, e.g.:
 - Power upgrade
 - Sewer connection
 - Water services
 - Paths, ramps and steps
 - Future Car park and entry road and outdoor netball / basketball courts
- Maintain a full delivery program showing all design phases, hold points and particularly staging of works to meet the Stakeholders requirements over the delivery program.
- Finalise options for early works to assist in managing stakeholder requirements and expectations.
- Continue requirements for services design and approvals through the relevant authorities.
- Allow for all necessary meetings in Donnybrook to achieve the above with consultants as necessary – approximately 3-4 meetings
- Allow to prepare and submit a Design Development report, reporting on all findings and decisions to date, together with Design Development drawings, costs, and program with a summary of any agreed adjustments
- Hold point - Seek the Principal's written approval to proceed to Contract Documentation

4.3.4 Contract Documentation

- Advance Design Development documentation into full Contract Documentation ready for construction, including but not necessarily limited to:
 - Working drawings for all disciplines
 - Specifications for all disciplines
 - Schedules for all materials and selections of all fixtures, fittings and finishes
 - Schedules of all plant and equipment
 - All certification as necessary for Certificate of Design Compliance and Building Permit Application
 - Updated external and internal room data sheets

- Co-ordinate all consultants' documentation as necessary throughout to a point of "Issued for Construction" (IFC)
- Allow for all required meetings in Donnybrook to achieve the above with consultants as necessary – approximately 3-4 meetings
- Review, confirm and report on all costs and program at approximately 30%, 60% and 100% completion of contract documentation with a summary of any agreed adjustments
- Hold point - Seek the Principals written approval to proceed to construction

Deliverables

- During the Design Development and Contract Documentation phases, periodically issue to the Principal hard copies and soft copies (PDF) of contract documentation for review at key milestones
- Upon completion of Contract Documentation issue to the Principal two (2) hard copies and one (1) soft copy (PDF) of a full set of IFC documentations as listed above, together with a copy of Certificate of Design Compliance

4.3.5 Construction

- Prior to commencement of construction prepare a submission, make application to the Local Authority, and pay all fees for a Demolition and Building Permit.

Fees shall include:

- Demolition Permit Fee
- Building Permit Fee
- BCITF Levy
- BRB Levy
- Prior to commencement of construction establish with the PCG an agreed builder's yard and site shed location so as to minimise disruption of continued public activity within the precinct and to maintain safety throughout. Note: The Recreation Centre will continue to operate throughout the Works, with full staff and public access.
- During construction allow for the Architect and each sub-consultant to periodically inspect their respective discipline on site, to check and confirm conformance and compliance of the Works with the Contract Documentation and to provide a written report after each inspection (copy to the Principal)

As a minimum:

Architect: 1 x per month

Engineers: At key milestones of construction including before installations are closed up

- Allow to arrange and convene monthly site meetings throughout the construction period, on site, together with the Principal's representative(s) and as necessary, the Architect and/or relevant sub-consultants

- Allow to chair and minute all site meetings and distribute minutes to all relevant parties within 48 hours of the meeting
- Submit progress claims each month, in arrears, for works completed to date, presented as a trade-by-trade breakdown together with a schedule of any proposed and/or approved variations with their status and values listed
- At Practical Completion, allow for the Architect and all relevant sub-consultants to inspect the Works with the Principals representative and to prepare a “defect list” to be actioned by the Contractor, within an agreed time frame
- At Practical Completion submit to the Principal the following documentation
 - “As constructed” drawings in Auto CAD .dwg format and PDF format including:
 - Architectural drawings
 - Structural drawings
 - Mechanical drawings
 - Electrical drawings, with subsurface services located horizontally and vertically relative to a reference point
 - Hydraulic drawings, with subsurface services located horizontally and vertically relative to a reference point
 - Sports lighting drawings
 - Operation and maintenance manuals for all plant and equipment
 - Warranties and Certificates
 - Keys in duplicate labelled and tagged
 - All required remote controllers
- At Practical Completion arrange for and facilitate for the Building Surveyor to complete a Practical Completion inspection and to issue a Certificate of Construction Compliance (CCC), then arrange for and submit the CCC to the Approving Authority to obtain the Occupancy Certificate.

At practical completion allow for on-site training to be conducted with the Principals nominated representatives in the operation of plant and equipment throughout the works, including but not necessarily limited to:

- Air-conditioners
- Hot water units
- Lift
- Sports lighting
- Sewer pump pits
- Switch boards
- Kitchen equipment
- Locks
- Operable wall and folding doors

- Cool room
- Sports furniture
- Reticulation

4.3.6 Defects Liability Period (DLP)

- Allow to provide attendance and rectification of any defects within the Works for a period of twelve (12) months from the date of Practical Completion
- Rectification of defects shall be attended to within a reasonable and practical time frame but, as a maximum, within one (1) month of notification of any defect. However, urgent matters shall be attended to immediately.
- At the end of DLP allow to carry out a full inspection of the Works with the Principal to identify any unresolved or new defects and to rectify them prior to the end of contract.

Approvals

As part of this contract the Main Contractor will be required to prepare and submit all applications and submissions for required approvals and or certificates, **pay all fees** (unless noted otherwise or a provisional sum is notified in these documents) and obtain all required approvals and certifications necessary for the construction, completion, and occupation of the Works.

It is anticipated the following, but not necessarily limited to, approvals and or certifications will need to be obtained during the procurement of this project, unless noted otherwise.

- Development Approval – **Submitted and paid for by the Principal**
- Health Department Approvals
- Department of Fire and Emergency Services Approval
- All discipline Design Certifications
- Certificate of Design Compliance – refer below
- Demolition and Building Permits
- All Design Discipline Completion Certifications
- All Service Trade Certifications
- All Amenity supplier Certifications (e.g., Water Corp, Western Power, etc.)
- Certificate of Construction Compliance
- Occupancy Certificate

Preliminary Building Code of Australia (BCA) assessment

For the purpose of guidance only, a preliminary BCA assessment has been prepared for the proposed Works by Tecon Australia and is Appended to this document.

This assessment is a guide only and is provided as a “prompt” of key issues that may have to be considered and resolved by the Main Contractor’s Consultant Team through the design and documentation processes, together with the main contractor’s appointed Building Surveyor.

4.4 Scope of Works Specification

Refer to attached Specifications, Schedules, Reports and Drawings. Refer Appendix A-P inclusive.

4.4.1 Document Revision

Contractors are required to reference all the supporting documents as listed in the Appendices and use this information to inform their designs and vision for this Precinct and associated built forms going forward.

4.4.2 Site and Document Analysis and review

The Shire will assume that at the point of Response submission receipt the Respondent has taken every opportunity to verify and communicate any discrepancy with the Principal and will in no way be liable for any cost or variation claim after award that should have been reasonably resolved as part of this Contract.

4.4.3 Detailed design / amendment to design

Respondents are required to include as part of their submission the following design specifications and considerations, these being:

- a.) Revitalisation of the DCSREP should align with the broader vision for the precinct and Master Plan aspirations and goals.
- b.) It is also the directive of the Shire to all Respondents to ensure that the **concept design** has sufficient due diligence in it to ensure that the project deliverables originally shown in concept phase are like or similar, but not less, at **detail design** phase, and that this is achieved within the original project budget allowance (Item 2.5).
 - This is further required to be achieved without the need to exclude major elements as part of the design review process as the schematic/detail design is progressed and refined.
 - This does not include any scope variation or consideration items that the Shire introduces along the design review phase/s, these will be treated as variations to scope under the contract terms and conditions.
- c.) The Shire advises that the design process forming part of this RFP will go through the following key design phases, with each of these requiring specific and detailed evidence of the precinct design elements as listed in Item 2.3. The design phases are as follows:
 - 1. Concept design** – The purpose of this design is required to demonstrate, but not be limited to, the broad outlines of function and form of new DCSREP design. It should include the design of interactions, experiences, processes, and strategies. It should also have conceptual design and concept images to support the above.
 - The Shire will identify its preferred Contractor/s using the Concept design detail submitted as part of this RFP, with these respondents then being given the opportunity to further develop their concept to schematic design level.
 - Note: No award has been done at this phase.
 - Note: The Concept designs will need to be presented to Council for review and approval to proceed to Schematic design.

2. Schematic design - The purpose of schematic design is to translate the project program into physical drawings of space. Schematic design includes a complete description of building systems (structural, mechanical, plumbing, and electrical etc), interior and exterior finishes and the building site.

- Item 2.6.2 of the RFP makes provision for this design phase prior to award.
- Note: The Schematic designs will need to be presented to Council for review and approval to proceed to Detail design.
- Note: Formal contract award will be done using the schematic design submission detail.

3. Detail Design - This is the phase where the design is refined and plans, specifications, and estimates (cost verification) are created. Detailed design will include outputs such as 2D and 3D models, P & ID's, cost build up estimates (cost verification), procurement plans etc. This phase is where the full cost of the project is identified and confirmed, including the issue of construction drawings, specification, and project timeline confirmation for delivery.

d.) The design process timeline is to be clearly define in the overall project delivery timeline, noting that:

- Sufficient time for Shire design review be allocated at each phase.
(no less than 5 to 10 working days per review period for general design)
(Council review could attract longer review times, allow 15 working days maximum for this consideration)
- Development Application review and approval has a 9-week mandated period.
- Site works are to commence no later than February 2023.
- Project completion is on or before February 2024 (aspirational due date)

e.) The design should consider and incorporate, but not be limited to, the following additional considerations:

- The integration considerations promoting connectivity across three planes, with specific consideration being made to encourage patrons/visitors to move between the various planes.
- The design of the DCSREP should be relevant to the local area and represent the aspiration to be the best precinct of it type in the immediate Region it services.
- The design should make allowance for collaboration and consultation with the Shire, other agencies and local stakeholders that can either provide local labour, materials and / or other items that can be used to value add to the design outcomes if required.
 - The Football club have expressed interest in providing local Contractor support for elements such as demolition, sport lighting installation etc.
- The DCSREP is to act as a significant drawcard for visitors and the design should assist with its re-establishment as an iconic sporting, events, and recreation facility, whilst also providing a range of social benefits for the local community.
- The current site has infrastructure on site that the Shire considers to be of value and asks that the new design consider this for either re-use, upgrade, or integration in the new design, these being:
 - Irrigation systems and water supply lines.

- Power supplies to multiple installations across the precinct.
- Light poles and luminaires.
- Footpaths and hardscape.
- Ablution facility, and.
- Perimeter fencing.

f.) All design works relating to security, reticulation, water, power and data shall:

1. Have a future provision for expansion factored into the design;
2. Allow a minimum of 20% growth contingency built into all main site boards, sub boards and controllers for additional hardware installation yet unknown;
3. Make provision for a staged approach should the project encounter budget restrictions (e.g., Design a total CCTV system based on the new design, but consider staging the installation that sees the conduit/pit installation done as a key deliverable and the hardware to follow as funds become available over future financial years).
4. The pricing table should also reflect this staging price consideration as far as practicably possible for all elements that can be staged.

4.4.4 Whole of life and basic asset management cost assessment

Sustainability

- a) The Shire is a responsible Council Authority and as such the design and disposal of obsolete materials should consider sustainability principles.
- b) The installation should demonstrate whole of life considerations and sustainability principles in line with the wider objectives of the Shire.

Materials Life Cycle

- a) Funding for such developments is infrequent and the Shire is keen to make sure that the resulting development is a robust outcome with minimal maintenance requirements. The use of durable materials is therefore a priority for the Principal to reduce ongoing maintenance costs and maintain a high quality in appearance for the proposed 20-year life.
- b) The following will be key considerations for the Shire for the DCSREP redevelopment:
 - i. Availability of parts;
 - ii. Warranties;
 - iii. Back up service capacity from suppliers;
 - iv. Long term maintenance of equipment;
 - v. General safety of equipment and design.

4.4.5 Removal and Disposal of Existing Equipment / Facilities

The Shire manages the local waste disposal facility, however costs associated to the disposal of waste and building rubble are not exempt from fee's and charges.

- a. Contractors are encouraged to include these fees in accordance with the rates for said facility based on their calculations of volume.
- b. The Shire requires the Contractor to set aside items of salvage and useful life for the purposes of:
 - i. Repurposing to other user groups or local agencies.
 - ii. Resale via Auction to recoup cost.
- c. On site waste is to be managed using skip bins, these serviced at regular intervals to ensure site debris is not distributed through wind to neighbouring properties.
- d. Demolitions are to be managed and delivered according to the Worksafe guidelines for demolition, with evidence of this process being made before commencement of works.

4.4.6 Facilities and Landscaping (Pending budget availability)

The design will need to provide for the following as a minimum, but not be limited to:

- a) Provision of **shade**, noting the current shade allocation on site is deemed to be insufficient and not evenly spaced/located across the precinct.
- b) Provision of **drinking water facilities**, noting that large attendance numbers result in usage congestion for a single unit, and due to the precinct size, the design should consider multiple units.
- c) Provision of facilities for visitor and local community enjoyment, such as BBQ's, waste bins, bench seating etc.
- d) **Access & Inclusion** considerations are to be included for all facilities and landscaping elements.
- e) **Plants and lawn** are to match or mimic what is found in the adjacent precinct to encourage the impression of continuity across all Shire precincts.
 - (Note that European type plants have been the preferred selection for the adjacent precinct/s, of which a detailed list can be issued upon request).

The configuration may consider retention of existing hardscape and/or existing reticulation with minor adjustments as required, or;

Alternatively, the design may disregard the existing configuration and propose a new layout to achieve the design principles.

4.4.7 Security

- a) The design should address security during both normal use and out of hours' usage.
- b) All installations are to be done in a way that does not allow the cameras to be tampered with.

Note:

Please refer to the attached Shire of Donnybrook reference document for consideration when designing electrical and data elements, see Appendix H & Q.

4.4.8 Electrical and Lighting

Please refer to the Specification Appendix for detail pertaining to this item.

4.4.9 Compliance

- a) As a public facility accessibility must be fully considered in the design. The Shire as a responsible authority aims to exceed minimum requirements for accessibility.
- b) CPTED should form part of the design considerations.
- c) Safety in Design should be applied to the installation and documentation provided throughout the process.
- d) Development Approvals and Building Permits will be required to be obtained by the Respondent as part of the works.

4.4.10 Signage, Marketing and Branding (Pending budget availability)

- a) The Respondents will be responsible for the development of designs and strategies for signage, marketing, and branding for the site.
- b) There are to be considerations for DCSREP signage that is visible from the:
 - i. Main entries to the precinct (Steere and Marmion Street entry gates), and;

A Provisional Sum is to be included for the manufacture and installation of signage, marketing materials and branding on and off site (consider Highway and town site locations).

4.4.11 Multiple Designs

In achieving the design outcomes, Respondents may submit one or several design options, subject to each option being suitably priced and all remaining within the prescribed budget.

Only after Tender evaluation will the Principal exercise its right to seek further design clarification/development with the nominated preferred Respondent/s. (See Item 3.19 for more detail on evaluation process)

4.4.12 Civil Works

Tenders should provide details of existing services and costs for connecting required services to DCSREP precinct including, but not limited to:

- Water;
- Electricity;
- Reticulated sewer; and
- Telecommunications.

The provision of such services is to be to the satisfaction of the relevant agency and Respondents are required to liaise with such agencies as required.

Regarding telecommunications, Respondents are required to provide specifications of proposed infrastructure to demonstrate it will meet the needs of both current and future use of the precinct.

Please also refer to the Shires "Network Standards" document when developing this element, see Appendix Q.

4.4.13 Contaminated Site

Geotechnical investigations form part of the document package, with no known contamination noted for this site.

4.4.14 Project Delivery

The Shire is seeking to appoint a suitable project lead with relevant project management experience and qualifications to successfully oversee delivery of the project in accordance with the Scope of Works.

The Shire's preference is to deliver this project by February 2024 (aspirational due date) based on a site commencement in February 2023 and will consider favourably those submissions that are able to meet or come close to this deadline.

Respondents should include in their submission in addition to the Assessment Criteria:

- Detailed timeline / Gantt Chart for project delivery;
- Details of coordination of various construction elements in project delivery;
- Accommodation of ongoing sporting fields usage during the construction phase.
- Access and Egress of stakeholders to respective playing fields and facilities.
- Contingency for interim support services for ongoing sport activities.
- Details of required approvals and approvals process / timeline.

4.4.15 Required attendance

The scope of this contract is to provide a full responsible professional service, including but not limited to:

- Site Investigation and review of documents.
- Detailed Design for the Tender Scope of works package.
- Costing of designs submitted.
- Provision of maintenance requirements and costs.
- Presentation to Council (Shortlisted Respondents only).
- Construction.
- Construction administration.
- Site Visits as required.

There are no design consultants currently engaged by the Shire for this scope of works. The successful Respondent will be required to procure all design services necessary to deliver the

design and will ultimately be responsible for the co-ordination and supervision of those services to deliver the project.

The selected Respondent will be required to communicate effectively and work collaboratively with Shire staff, community groups and consultants engaged under the Project to deliver outstanding outcomes for the community.

4.4.16 Applications and Fees – Contractor

The Contractor shall make the following applications (where applicable) and pay all permits, fees, charges and usages;

- a) Building Licence/Permit – The Contractor shall make application and pay all appropriate fees and charges to obtain the Building Permit including the Building Construction Industry Training Fund Levy.

The Contractor is deemed to be the project owner under the *Building and Construction Industry Training Fund and Levy Collection Act 1990 (WA)* and shall pay all levies required to be paid under this Act to the Building and Construction Industry Training Fund. The Contractor must not commence work on the Site until it has paid the levy.

The *Building Act 2011 (WA)* requires a permit issuing authority to be satisfied that the Building and Construction Industry Training Fund and Levy has been paid prior to the issuance of a building permit. Within 14 days of the Date of Acceptance of Tender, the Contractor must provide evidence in writing that the Building and Construction Industry Training Fund and Levy has been paid. A failure to provide such evidence has the potential to delay the issuance of a building permit by the permit issuing authority.

Prior to Principal's Representative issuing a Certificate of Practical Completion, where the costs of the Works increase by an amount greater than \$25,000, then:

Notwithstanding the General Conditions, the Contractor shall not become entitled to receive any outstanding progress payments until it provides evidence to the Principal's Representative that it has paid any additional levy required to be paid into the Fund under the Building and Construction Industry Training Fund and Levy Collection Act 1990 (WA), Building and Construction Industry Training Levy Act 1990 (WA) and the Building Act 2011 (WA); and

Notwithstanding any provision of the Contract to the contrary, the Contractor shall not become entitled to the release of any remaining security or retention until it provides evidence to the Principal's Representative that it has paid any additional levy required to be paid into the Fund under the Building and Construction Industry Training Fund and Levy Collection Act 1990 (WA), Building and Construction Industry Training Levy Act 1990 (WA) and the Building Act 2011 (WA). The payment of any additional levy under this clause shall constitute a variation in favour of the Contractor, however the Contractor shall not be entitled to an Extension of Time as a result of such a variation.

- b) Certificate Design Compliance

- c) Building Industry Training Levy (BSL)
- d) Water Corporation - The Contractor shall make application and pay the appropriate fees and charges to obtain the necessary Water Corporation approvals including lodgement of a Builders Net application and Trade Waste application with the Water Corporation.
- e) Submit any documentation necessary to satisfy the Plumbing Licensing Board.

4.4.17 Open Excavations

No excavation shall be left open at the conclusion of the day's work. All trenches shall be left filled to grade and smooth. Where trenches are required to be left open, they shall be bunted off with barricades to prevent entry.

4.4.18 Work Tools

All tools and materials shall be securely stored when not in use to prevent any such tools/implements being used as "tool of vandalism".

All equipment is also to be tested and tagged

4.4.19 Site Vegetation

- a) The Contractor shall avoid damage to all trees, shrubs and other plants, which do not require removal for construction of the project.
- b) The Principal's approval shall be obtained before trimming, lopping or removal of any trees.
- c) The Contractor shall ensure that the Principal's approval has been obtained before excavating within 5 metres of existing trees.

4.4.20 Materials and Rates

- a) All materials used shall be new and undamaged, and of a design and construction approved by the Principal.
- b) The attention of the Contractor is drawn to the fact that no rise and fall clause is included in this Contract. Tenders are on a firm basis and no claims will be entertained for adjustments to this Contract due to the fluctuations which may occur in the cost of labour and materials during the Contract.

4.4.21 Site Information

- a) Respondents are required to inspect the site to ascertain the nature and requirements of the work, conditions of access and all conditions on or adjacent to the site.
- b) Respondents will be deemed to have allowed for any additional costs for the foregoing factors in their Tender.

4.4.22 Storage of Materials

The Contractor shall be responsible for storing all materials and equipment on site.

The layout and format of this is to be discussed and agreed to by the Principal as part of the mobilization and pre-start meetings.

4.4.23 Cleaning up Site

- a) Throughout the Contract the Contractor shall keep the sites and any temporary works clear from obstruction, rubbish as far as possible.
- b) Cleaning up of the site includes the removal of all rubbish.

4.4.24 Site Reinstatement

- a) Prior to practical completion, the site and surrounding ground surface shall be cleaned up and restored, as nearly as possible, to the original condition that is unlikely to endanger animals or persons will not represent a nuisance and is to the satisfaction of the Principal.
- b) In areas where turf/lawn is to be removed due to excavations, the Contractor will inform the Principal of this requirement, and take direction from the Principal or its representative to limit the damage or loss of this substrate for future re-instatement purposes as part of the Contract deliverables.

4.4.25 Traffic Management

- a) The Contractor shall be responsible for all Traffic and Pedestrian Management including the arrivals and departures of all subcontractors and material deliveries.
- b) It is the Contractors responsibility to ensure that all works are completed to the current and most recent safety guidelines, and where this requires Traffic Management to be implemented as part of this duty of care, that this form part of project deliverables.
- c) Copies and evidence of this shall be provided to the Principal prior to the commencement of works in these zones or areas of work for review and record keeping. Access to the work site shall be contained within the Construction zone.

4.4.26 Quality Assurance Compliance

- a) Upon completion of this Contract the Contractor shall be required to complete a Quality Assurance Compliance Declaration stating that all materials and workmanship supplied under this Contract meet the requested minimum specification, all relevant industry standards.
- b) Copies of all certificates and engineering drawings for the proposed equipment are to be supplied at this time.
- c) All items of non-compliance must be rectified immediately by the Contractor at the Contractor's expense.
- d) Practical completion will not be given until the completed and signed documents as specified above, have been received by the Principal.

4.4.27 Security/Retention Monies/ Bank Guarantees

The Contractor shall provide security in the form of an unconditional and irrevocable undertaking in the amount set out in the Annexure. The Contractor is not entitled to payment until all security required has been provided in accordance with the terms of the

Contract. The unconditional and irrevocable undertaking shall be issued by a financial institution that;

- a) has an office open for business in Australia;
- b) is registered in Australia;
- c) is regulated by the Australian Prudential Regulatory Authority (APRA); and
- d) meets a credit rating not less than A+ as assessed by Standard and Poor's.

The Contractor shall provide two (2) x 2.5% unconditional Bank Guarantees prior to commencement of the Works.

The bank guarantees shall be returned from the Principal to the Contractor as follows;

- a) Contractor being issued Practical Completion.
- b) Conclusion of the Defects Liability Period (12 months from Practical Completion)

4.4.28 Progress Payments

The Contractor will submit tax invoices for progress claims to:

Accounts@donnybrook.wa.gov.au

quoting Shire of Donnybrook Balingup purchase order numbers including supporting documentation for review and approval by the Principal;

- a) The original contract amount
- b) Approved variations to date
- c) Adjusted fee
- d) Pending progress claims
- e) Claims to date received
- f) Any other matters affecting the Contract sum

4.4.29 Subcontractors

The subcontractors, suppliers, or other parties that the Contractor has nominated in its Tender and for which the Contractor has received a price preference in the consideration of its Tender under the Buy Local Policy are deemed to be approved subcontractors in accordance with clause 9 of the General Conditions.

In addition, it is an expectation of the Shire that local businesses / Contractors will be utilised in the delivery of the project whenever possible and Respondents able to demonstrate that they will utilise local businesses and contractors to create local employment opportunities will be viewed favourably, as detailed within the Tender Assessment Criteria.

The Contractor shall not without prior written approval of the Principal substitute a subcontractor deemed to be approved under this clause.

4.4.30 Contractor's Compound

The Contractor's shall provide the Principal, prior to commencing construction on site a Site Management Plan showing location of builder's compound, laydown areas and parking. Access to the site will be restricted to the construction zone.

4.4.31 Adjoining Properties and Existing Infrastructure Survey

Before commencing any demolition, piling, excavations, underpinning, shoring, earthworks, compaction, dewatering, disturbing the ground or such like work under the Contract the Contractor shall carry out a comprehensive survey of all immediate and adjacent existing infrastructure that could be impacted by the works prescribed in this Request.

The survey shall be recorded by suitable means to accurately show the condition of the adjoining properties and existing infrastructure at the time immediately prior to the commencement of work on the site.

Copies of the survey documents endorsed by the owners of such adjoining properties shall be lodged with the Principal.

The survey shall not relieve the Contractor of its responsibilities or liabilities for damage to other properties adjacent to the site.

4.4.32 Temporary Electric Light and Power Supply

The Contractor shall arrange, provide and maintain a temporary electric light and power supply with adequate outlets distributed about the Site for executing the work under the Contract (both for construction and testing) and disconnect it and clear it away on Practical Completion of the Works.

The Contractor shall pay all costs and charges in connection therewith.

The cost of electricity from a permanent power supply used for commissioning plant and equipment shall be borne by the Principal.

Where the mains supply of electricity is not available at the Site, the Contractor shall allow and arrange to provide a suitable alternative temporary electric light and power supply.

4.4.33 Temporary Water Supply

The Contractor shall arrange, provide and maintain a temporary water supply with adequate outlets distributed about the Site for executing the work under the Contract and disconnect it and clear it away on Practical Completion of the Works.

The Contractor shall pay all costs and charges in connection therewith.

Where the mains supply of water is not available at the Site, the Contractor shall allow and arrange to provide a suitable alternative temporary water supply.

4.4.34 Construction Program

The Contractor shall supply within 28 days of the Date of Acceptance of Tender, for the approval of the Principal, a Construction Program in critical path network format, showing the dates when, and the times within which, the work under the Contract will be executed.

The Contractor shall submit the Construction Program for the approval of the Principal prior to submitting the first claim for payment under the contract. The Contractor is not entitled to payment until the Contractor has submitted a Construction Program approved by the Principal.

If the Principal considers the program unsatisfactory, the Contractor shall resubmit an amended program within 3 days, until approval is obtained. All program submissions shall include electronic submissions in both PDF format and native file format developed utilising industry recognised program software.

The approved Construction Program will be used by the Principal to monitor rate of progress and when determining extensions of time under the Contract.

The Contractor shall issue one electronic copy in PDF format and one electronic copy in native file format of the Construction Program to the Principal for approval. An additional copy is to be displayed prominently in the site office.

The Construction Program shall be a critical path network analysis that;

- a) includes a working day calendar. The Contractor's consideration of Saturdays, Sundays, Statutory Public Holidays, building industry annual close down holidays and Rostered Days Off shall be clearly shown on the program;
- b) clearly identifies each area, trade and element of work;
- c) indicates earliest and latest starting and finishing dates for each activity, milestone events, logic dependencies, float times, resource levels and critical path activities;
- d) highlights in colour the critical path;
- e) does not show any activity with a duration more than 10 days unless related to supply and/or prefabrication lead times;
- f) does not include any activity describing more than one major element and/or trade and/or area;
- g) shows all major critical off-site activities of supply, prefabrication, testing, samples, prototypes, shop drawings, approvals required;
- h) includes the activities of all the Contractor's consultants, subcontractors, suppliers and the like; and
- i) provides details having significant bearing on construction program achievement, including human resource requirements at each stage, intended productivity rates, proposed construction methods, plant and equipment required.

The Construction Program shall be accompanied by a report that outlines the basis of the program including assumptions made, allowances incorporated, external interfaces and constraints provided for, and the like.

The Contractor shall constantly monitor and adhere to the Construction Program and record actual progress on the site office copy on a weekly basis and maintain daily site diaries.

When a delay occurs to an activity on the Construction Program critical path, the Contractor shall submit, for the approval of the Principal, within 14 days of the delay occurring, an amended Construction Program clearly showing the changes necessary to bring the work under the Contract back onto program.

Where an extension of time is granted pursuant to the Contract the Contractor shall submit, for the approval of the Principal, within 3 days of the extension of time being granted, an amended Construction Program clearly showing the changes to the construction program arising from the grant of the extension of time.

4.4.35 Site Meetings during the Works

The Contractor shall throughout the duration of the Contract arrange for formal minutes of site meetings to be held on a fortnightly/monthly basis between himself, appropriate subcontractors and the Principal and consultants and shall keep minutes of such meetings and provide an electronic copy thereof forwarded to the Principal within two days of each meeting.

The purpose of these site meetings is to assist in attaining full co-operation between all concerned on the project as well as checking progress of the work under the Contract and providing the opportunity for general discussion of the work under the Contract.

At the first site meeting the Contractor shall submit to the Principal the names and telephone numbers of all responsible persons who may be contacted after working hours during the course of the Contract.

Within 1 month of issue of a Certificate of Practical Completion the Contractor shall attend an onsite post occupancy training session and shall arrange for the attendance of relevant subcontractors.

The purpose of the onsite post-occupancy training session is to ensure that the end user of the facility is appropriately trained to operate the building in accordance with the design intentions.

At each site meeting, the Contractor shall issue a Contract progress and status report, based on the current approved Construction Program, giving details of:

- a) work under the Contract currently in progress, highlighting critical activities;
- b) activities affected by or linked with delays whether the subject of time claims or not;
- c) actual start dates of activities in progress and the actual finish dates of completed activities;
- d) work activities to commence in the next period;
- e) actions required by the Principal or Superintendent;
- f) program status; and
- g) onsite disruptions.

4.4.36 Project Quality Management Plan

Develop and implement a Project Quality Management Plan and submit within 14 days of the Date of acceptance of Tender. The Project Quality Management Plan must cover the relevant elements of the Contractor's Quality Management System and include an index of the Contractor's quality procedures and proposed Inspection and Test Plans and associated checklists. Include a schedule of internal audits for the Contract. Submit a copy of each audit report within 14 days of the date of audit.

The Project Quality Management Plan shall include the following:

- Procedures covering each trade; and
- Inspection and test plans for each trade.

4.4.37 Construction Management Plan

The Contractor is required to prepare a detailed Construction Management Plan detailing the proposed methodology and sequence of works. This plan is required to be updated and maintained during the works.

The Principal must be notified and approve any changes to these documents prior to proposed changes being actioned.

The Contractor shall submit the detailed Construction Management Plan within 14 days of the Date of acceptance of Tender outlining key strategies, risks and mitigation measures to address items identified below.

- Risk Management
- Site Management
- Traffic Management Plan
- Project Programme and Staging
- Quality, OH&S, and Environmental Management
- Project Communications Strategy
- Commissioning and Completion
- Safety Program and Plan

The Construction Management Plan is to address conditions as noted within the DA Approval.

4.4.38 Practical Completion

Notwithstanding any provision of the Contract to the contrary, in addition to what is required for Practical Completion in the General Conditions, a Certificate of Practical Completion will not be granted to the Contractor prior to the provision of the following items to the Principal:

- a) satisfactory evidence of tests and inspections required under the Contract having been conducted and passed;
- b) as constructed drawings and, if the Principal otherwise specifies a form or format in which those as constructed drawings should be provided, then as constructed drawings must be provided in that form or format for the purposes

of this clause;

- i. These documents are to be the final checked and amended version of the original "Issued for Construction documentation" that captures all the subtle changes that have occurred during the build period. The Architect is to verify this as the most accurate version for record keeping.
- c) operating manuals required for the use, operation and maintenance of the Works;
- d) warranties and guarantees required to be provided;
- e) evidence as to the payment of further Building and Construction Industry Training Fund Levy if required;
- f) a certificate of construction compliance; and
- g) anything which is within or ought to be within the power, possession, custody or control of the Contractor to provide to the Principal, which the Principal is prescribed by the *Building Act 2011* (WA) or regulations to provide to a permit authority to obtain either an occupancy permit or building approval certificate.

Where there is a delay in the provision of a certificate of construction compliance which is beyond the reasonable control of the Contractor, the Contractor shall be entitled to an extension of time in accordance with the General Conditions.

On Practical Completion of the Works the Contractor shall leave the Works fit for immediate occupation or use.

4.4.39 Maintenance

Carry out maintenance of all the Work from the commencement of, and for a period equal to, the defects liability period.

Maintenance shall be strictly in accordance with manufacturer's recommendations and as set out in the maintenance manual and includes the work listed below;

- a) Required tests by statutory regulations and manufacturers;
- b) Required servicing of the installed plant;
- c) Attendance on site to emergency or breakdown calls.

In the event that any maintenance work is outstanding at the end of the specified period, continue the maintenance obligations until such work is completed and the Principal has advised in writing that it is acceptable. Submit to the Contract Administrator copies of all test results carried out as part of the maintenance.

A maintenance program for the defect liability period is to be provided four weeks prior to completion of construction for review and approval.

4.4.40 Defects Liability Period

- a) From the Date of Practical Completion through to the issue of the Final

Certificate, the Contractor shall provide at the end of each month, or as directed by the Principals Representative a defects status report detailing all defects, the planned dates for rectification work, and the completion dates of the rectified work.

- b) The Contractor shall certify the rectified defects works have been inspected by the Contractor ready for the final inspection by the Principals Representative and Consultants.
- c) The Defects Liability Period shall be twelve (12) months from the date of Practical Completion. In addition to the Defects Liability Period the Principal shall have the benefit of any Warranties as per the Warranties Schedule.

4.4.41 Warranties/Handover Documentation

At the time of handover, the Contractor shall provide the Principal with all relevant documents for the built structure and all associated systems, certifying that all system(s) have been installed and commissioned satisfactorily. These documents include;

- a) Original documentation of all authority approvals;
- b) As constructed diagrams for fire system works (in hardcopy, pdf and dxf);
- c) Services site layout diagram for the Fire system (in hardcopy, pdf and dxf);
- d) All necessary signage and labelling;
- e) User operation and procedures for all equipment provided and the overall Fire System; including as a minimum Start Up and Shutdown procedure for emergency and maintenance;
- f) Comprehensive manuals and list of system settings;
- g) Full data sheets and warranties for specific equipment installed;
- h) Maintenance procedures and schedules;
- i) Troubleshooting guide;

The Contractor will provide all warranties as outlined within the Principal's documents. All warranties are to be in the favour of the Principal.

Unless otherwise specified, the commencement date for warranties or guarantees shall be the Date of Practical Completion.

End.