



Shire of Donnybrook Balingup

Expression of Interest – Commercial Consultation

VC Mitchell Park, Donnybrook

Submission Deadline: 4pm (AWST) 13 July 2022



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ATTACHMENT 1 – Donnybrook Sporting, Recreation and Events Precinct (VC Mitchell Park) MasterPlan

ATTACHMENT 2 – Request for Tender documentation

INTRODUCTION

The Shire of Donnybrook Balingup (the Shire) is seeking Expressions of Interest (EOIs) from suitably qualified, experienced and resourced contractors to deliver MasterPlan-led redevelopment works at the VC Mitchell Park multi sports precinct, Donnybrook. The Shire has secured considerable project funding through State Government and own-source revenue streams to deliver built form, infrastructure and landscape outcomes.

Considerable project consultation and due diligence has been undertaken, as well as live procurement market testing via a traditional local government request for tender. Given the volatile market conditions, materials availability issues, resourcing challenges and consequential risk implications, this EOI is being run concurrently with a Request for Tender.

This EOI is not a request for Expressions of Interest for the purposes of regulation 21 of the *Local Government (Functions and General) Regulations 1996*, rather, it is a commercial consultative process for the VC Mitchell Park Project.

ABOUT THE PROJECT

VC Mitchell Park, Donnybrook, hosts a variety of ageing sporting and recreation infrastructure and is the Shire's primary sporting and recreation precinct. During 2019-2020, the Shire developed a precinct MasterPlan with key user groups and the Department of Local Government, Sport and Culture to guide future redevelopment planning for the precinct. A key recommendation of the MasterPlan was to seek to achieve co-located / shared infrastructure (playing surfaces, club rooms, changing facilities, administration space/s etc), noting key site challenges such as topography and spatial spread of existing infrastructure.

In August 2020, the Shire was announced as successful in securing \$6m in grant funding from the State Government's COVID Recovery Program. Together with funding of \$3.5m from the Shire, the total project budget is \$9.5m, although some funding has already been expended on due diligence and an early works package (synthetic hockey pitch).

Via this EOI, the Shire seeks to identify a preferred Proponent to partner with in the delivery of redevelopment works at the sports precinct. The preferred scope of works, timeline, exclusions and other project details are included in Attachment 2 – Request for Tender documentation.

THE PREMISES

The site is identified as Lot 493, Steere Street, Donnybrook (Reserve 23890). The precinct generally contains:

- Donnybrook Recreation Centre (wet and dry facility), associated infrastructure/plant, parking and landscaped areas.
- Donnybrook Football Club clubhouse, oval, parking and informal spectator viewing areas
- Away-team (football/other codes) change room.
- Donnybrook Tennis Club clubhouse, eight grass courts, four hard courts, practice wall, ancillary structures.
- Donnybrook Ladies Hockey Club synthetic turf (installation completed June 2022).
- Large expanse of hard stand (previously basketball courts).
- Vehicle circulation space and landscape (generally compacted gravel with mature vegetation).

SELECTION CRITERIA

1. Demonstrated capability

Detailed statement/s of capability to deliver precinct MasterPlan works as outlined in Attachment 2, with consideration of the following:

- Experience of Proponent with alternative procurement methodologies such as two-stage design and delivery, Early Contractor Involvement, Construction Management and Cost-Plus arrangements.
- Understanding and experience with a collaborative design process whereby the Client and Proponent achieve mutually beneficial functional and commercial outcomes.
- Experience in managing and developing design from early Concept Design and Functional Brief documentation to reach a fully developed design package which meets the Clients' requirements and outcomes.
- Working in a project environment with multiple/competing stakeholder requirements.
- Evidence of working to reach high value for money outcomes through value engineering.

2. Demonstrated capacity

Detailed statement/s of organisational capacity to deliver precinct MasterPlan works as outlined in Attachment 2. Detail to include Proponent's capacity to deliver the project and should consider current and upcoming commitments. The Proponent should also indicate potential design consultants who may be considered for the project, particularly architectural services.

3. Proposed procurement methodology

Detailed description of the Proponent's proposed procurement model / methodology for the project, from EOI through to defects liability period, including consideration of:

- Apportionment of risk;
- Materials, contractors, and market volatility (pricing, availability, supply lines);
- Project contingency through the various project phases.

4. Proponent preliminaries and margins

The Proponent is to provide details of proposed Preliminaries and Margin as a percentage of the anticipated construction value, being approximately \$7M. Noting the early stage of design, the Preliminaries should be an estimate based on the construction value and for projects of a similar scale and complexity noting that the Preliminaries are an estimate only at this stage.

5. Demonstrated delivery of comparable projects (max. three projects)

Overview of up to three (3) similar multi-purpose sporting precinct projects delivered by the Proponent, including description of budget, key stakeholders, built form outcomes and one (1) nominate referee / reference per project (noting the Shire may contact that referee / reference).

6. Financial Capacity / Bank Guarantees

Capability of Bank Guarantees to the value of 2 x 2.5% for the duration of the project. These relate to milestones being Practical Completion and conclusion of Defects Liability Period.

7. Additional Information

Any additional relevant information.

EXPRESSION OF INTEREST PROCESS

- The EOI will open on **29 June 2022** and close on **13 July 2022**
- Site tour available on request.
- The Shire will undertake an assessment of the Submissions.
- A resolution of Council will be sought once the Submissions have been assessed.
- The successful Proponent will be notified by **29 July 2022**.

FURTHER INFORMATION

The Precinct MasterPlan is appended at Attachment 1.

Request for Tender documentation is appended at Attachment 2.

SHORTLISTING

Submissions will be reviewed by the Shire and evaluated against the Selection Criteria, in order to shortlist Proponents for further negotiation.

ENQUIRIES

All enquiries and requests for further information regarding this opportunity are to be addressed to:

Chief Executive Officer
Shire of Donnybrook Balingup
1 Bentley Street
Donnybrook WA 6239

Ben Rose, Chief Executive Officer
(08) 9780 4200
Email ben.rose@donnybrook.wa.gov.au

LODGEMENT OF SUBMISSIONS

Please lodge your submission by addressing, in writing, each of the seven (7) Selection Criterion. There is no prescribed submission form or format.

Email to ben.rose@donnybrook.wa.gov.au 'EOI VC Mitchell Park, Donnybrook' and/or:

Electronic copy on USB (PDF document) sealed in a suitable package, clearly marked:

'EOI VC Mitchell Park, Donnybrook'

Posted to:
Chief Executive Officer
Shire of Donnybrook Balingup
1 Bentley Street
DONNYBROOK WA 6239

or hand delivered to:

1 Bentley Street
DONNYBROOK WA 6239

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EOI ASSESSMENT METHODOLOGY

Additional information will be accepted but may not be considered in the final selection outcome.

All Proponents will receive a response, advising of the outcome of their EOI Submission.

The Shire in its absolute discretion, before, during or after any negotiation with one or more Proponents may decide not to proceed with any of the Submissions or Proponents. The selection of the Proponents is final, however, the selection of a preferred Proponent does not necessarily indicate the acceptance of all the aspects of the Proponent's Submission.

If at any stage the Shire believes, in its sole discretion, that an agreement with a preferred Proponent cannot be reached; the Shire shall have the right to terminate negotiations with the preferred Proponent and to commence negotiations with the Proponent considered to be the next preferred Proponent as determined by the selection panel.

GENERAL CONDITIONS OF EXPRESSION OF INTEREST

By lodging a Submission, the Proponent agrees to be bound by the terms and conditions set out below.

Acceptance and Rejection of EOI

The Shire may in its sole discretion accept any EOI, either wholly or in part, or decide not to accept any EOI (or part of an EOI) at all.

Following the evaluation of the EOIs the Shire may, in its sole discretion, before, during or after negotiation with one or more Proponent, choose not to enter into any further negotiation or contract relating to the EOI and/or occupancy agreement.

Disclosure of EOI Evidence

The Proponents acknowledge and accept that the Shire may be required by law (under the *Freedom of Information Act 1992*, in terms of a court order or otherwise) to disclose documents and/or other information which form part of, or are in relation to, the EOI and/or this EOI process.

Information relating to the examination, clarification, evaluation and comparison of the proposal submitted in response to this EOI is confidential to the Shire and will not be disclosed to Proponents or any other persons not officially concerned with such process.

EOI Validity period

All EOI's will remain valid and open for acceptance for a minimum period of ninety (90) days from the closing date unless extended on mutual agreement between the Shire and the Proponent in writing.

No Contract

This EOI may result in further negotiations, but is in itself not an offer open for acceptance by Proponents by submitting an EOI.

Conditions Binding

Submissions will be deemed to have been made on the basis of and to incorporate (and Proponents shall be bound to) all the terms and conditions of this EOI.

Proponents to Inform Themselves

Proponents will be deemed to have:

- examined the EOI and any other information available in writing to Proponents for the purpose of submitting an EOI;
- examined and be aware of all the risks; contingencies, and other circumstances having an effect on their EOI, which is obtainable by the making of reasonable enquires;
- acknowledged that the Shire may enter into negotiations with one or more Proponents and that negotiations are to be carried out in good faith; and
- satisfied themselves they have a full set of the EOI documents and all relevant Appendices.

The Shire has used reasonable efforts in compiling this EOI. It will not be liable to Proponents for any inaccuracy or omission in this EOI or any additional information which may be provided or withheld.

Alterations

The Proponent must not alter or add to the EOI or any part thereof, unless specifically required by this EOI.

Risk Assessment

The Proponent, by submitting an EOI, irrevocably authorises the Shire to contact and have access to and give consideration to:

- Any referees nominated by the Proponent;
- Any risk assessment undertaken by any credit rating agency; and
- Any information produced by the bank, financial institution or accountant of the Proponent,

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

Ownership of Documentation

All documents, materials, articles and information submitted by the Proponent as part of or in support of an EOI will become, upon submission of the EOI, the absolute property of Shire and will not be returned to the Proponent provided that the Proponent is entitled to retain any copyright and other intellectual property rights therein, unless otherwise provided by the EOI.

Canvassing of Councillors

If a Proponent, whether personally or by an agent, canvasses any of the Shire's Councillors with a view to influencing the acceptance of any EOI regardless of such canvassing having any influence on the acceptance of any EOI, the Shire may at its absolute discretion omit such Proponents EOI from consideration.

Changes To/Withdrawal of EOI

The Shire reserves the right to:

- notify the Proponents in writing before the closing date of any changes to this EOI which may in the discretion of the Shire be necessitated by any matter of significance;
- extend the deadline for submissions; or
- cancel, amend, re-issue or withdraw all or part of this EOI and/or process under it at any stage prior to entering into a Contract, without incurring any liability.

No Right to Claim

Except as expressly and specifically permitted in this EOI, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in or responding to this EOI and/or participating or not participating in any further negotiations resulting from this EOI. By submitting an EOI, each Proponent shall be deemed to have agreed that it has no right to claims.

Ends.