



STANDARD CONTRACT DOCUMENTS
FOR CIVIL WORKS

Revision	Approved By	Date
1	<i>Tony Pell</i>	29/11/2012

City of
KINGSTON

CONTENTS

The following documents form part of this specification:

STANDARD GENERAL CONDITIONS OF CONTRACT & ANNEXURE

The General Conditions of Contract and Annexure that form part of this bound document apply to all contracts unless otherwise advised by the Superintendent. Tender Documentation issued with each individual project takes precedence over this document.

CONDITIONS OF TENDER

Section 3 : Conditions of Tendering

CONTRACT CONDITIONS

Section 4 : Contract Conditions of Particular Application

SPECIFICATIONS & STANDARD DRAWINGS

Refer to City of Kingston website for details.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be:

AS 2124 – 1992, GENERAL CONDITIONS OF CONTRACT

The Australian Standard forms part of the contract documents. The Australian Standard has not been included in this copy of the contract documentation. If tenderers are not familiar with these General Conditions they must obtain a copy for their reference. Copies are available from SAI Global Limited. A copy of the Standard may be inspected in the Environment & Infrastructure Department at the City of Kingston's Municipal Offices, 1230 Nepean Hwy, Cheltenham.

An Annexure to these Conditions, as they apply to this Contract, is included in this document.

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ANNEXURE TO THE AUSTRALIAN STANDARD,
GENERAL CONDITIONS OF CONTRACT – PART A

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

AS 2124 - 1992

PART A

ANNEXURE TO THE AUSTRALIAN STANDARD
GENERAL CONDITIONS OF CONTRACT

The law applicable is that of the State or Territory of: (Clause 1)	Victoria
Payments under the Contract shall be made at: (Clause 1)	Municipal Offices, 1230 Nepean Hwy, Cheltenham
The Principal: (Clause 2)	Kingston City Council
The address of the Principal:	P.O. Box 1000, Mentone, 3194 (1230 Nepean Hwy, Cheltenham)
The Superintendent: (Clause 2)	Team Leader Roads & Drains Kingston City Council
The address of the Superintendent:	P.O. Box 1000, Mentone, 3194 (1230 Nepean Hwy, Cheltenham)
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	20% The limits of accuracy do not apply to quantities for which separate rates are specified for quantities within a particular range.
Bill of Quantities - the alternative applying: (Clause 4.1)	Alternative 1
The time for lodgement of the priced copy of the Bill of Quantities (Clause 4.2)	
# Contractor shall provide security in the amount of: (Clause 5.2)	Nil
# Principal shall provide security in the amount of: (Clause 5.2)	Nil
# The period of notice required of a party's intention to have recourse to retention moneys and/or convert security: (Clause 5.5)	5 days
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	50%

Where there are Separable Portions, these items shall be deleted.

ANNEXURE TO THE AUSTRALIAN STANDARD
GENERAL CONDITIONS OF CONTRACT

Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative 2
The number of copies to be supplied by the Principal: (Clause 8.3)	One
The number of copies to be supplied by the Contractor: (Clause 8.4)	One
The time within which the Superintendent must give a decision and return the Contractor's copies: (Clause 8.4)	14 days
Work which cannot be subcontracted without approval: (Clause 9.2)	All
The percentage for profit and attendance: (Clause 11(b))	Refer to item 2.3, specific to each individual tender project
The amount or percentage for profit and attendance: (Clause 11(c))	Not applicable
Insurance of the Works - the alternative applying: (Clause 18)	Alternative 1
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18 (ii))	Not applicable
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	Not applicable
The value of materials to be supplied by the Principal: (Clause 18(iv))	Nil
The additional amount or percentage: (Clause 18(v))	Nil
Public Liability Insurance - the alternative applying: (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$10 000 000
The time for giving possession of the Site: (Clause 27.1)	As determined by the Superintendent

ANNEXURE TO THE AUSTRALIAN STANDARD
GENERAL CONDITIONS OF CONTRACT

#	The Date for Practical Completion for the Whole of the Works: (Clause 35.2)	To be specified by the Superintendent
#	Liquidated Damages per day: (Clause 35.6)	\$200
#	Limit of Liquidated Damages: (Clause 35.7)	No Limit
#	Bonus per day for early Practical Completion: (Clause 35.8)	Nil
#	Limit of bonus: (Clause 35.8)	N/A
#	Extra costs for Delay or Disruption: (Clause 36)	
#	The Defects Liability Period: (Clause 37)	52 weeks
	The charge for overheads, profit, etc. for Daywork: (Clause 41(f))	Refer to section 2, specific to each individual tender project
	Times for payment claims: (Clause 42.1)	Before the 10th day of each month
	Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii))	Not applicable
	Retention Moneys on: (Clause 42.3)	<p>(a) work incorporated into the Works. The scales and level of security and retention applying in this Contract shall be equal to 2.5% of the Contract Sum.</p> <p>(b) items on Site but not yet incorporated into the Works: 100%;</p> <p>(c) items off Site but in Australia: 100%;</p> <p>(d) items not in Australia: 100%;</p> <p>(e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract: 100%.</p>

Where there are Separable Portions, these items shall be deleted.

ANNEXURE TO THE AUSTRALIAN STANDARD
GENERAL CONDITIONS OF CONTRACT

Unfixed Plant or Materials - the alternative applying: (Clause 42.4)	Alternative 1
The rate of interest on overdue payments: (Clause 42.9)	11% per annum
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	3 months
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 1
The person to nominate an arbitrator: (Clause 47.3)	The Chairperson for the time being of the Chapter of The Institute of Arbitrators & Mediators Australia in the State of Victoria.
Location of Arbitration: (Clause 47.3)	Victoria, Australia

ANNEXURE TO THE AUSTRALIAN STANDARD
GENERAL CONDITIONS OF CONTRACT^{¶1} SEPARABLE PORTIONS

1.	Separable Portion:	N/A
2.	Contractor shall provide security for the Whole of the Works in the amount of: (Clause 5.2)	N/A
	Principal shall provide security in the amount of: (Clause 5.2)	N/A
	The period of notice required of a party's intention to have recourse to retention moneys and/or convert security: (Clause 5.5)	N/A
3.	The Date for Practical Completion of each Separable Portion: (Clause 35.2)	N/A
4.	Liquidated Damages per day: (Clause 35.6)	N/A
5.	Limit of Liquidated Damages: (Clause 35.7)	N/A
6.	Bonus per day for early Practical Completion: (Clause 35.8)	N/A
7.	Limit of bonus: (Clause 35.8)	N/A
8.	Extra costs for Delay or Disruption: (Clause 36)	N/A
9.	The Defects Liability Period: (Clause 37)	N/A

^{¶1} Use this part of the Annexure where there are Separable Portions and ensure that the description of the Separable Portions covers all the work under the Contract. Make a separate column for each Separable Portion.

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124-1992

1. The following Clauses have been deleted from the General Conditions in AS 2124-1992:

- 5.9 Interest on Security and Retention Moneys: Alternative 1
 - 5.10 Deed of Guarantee, Undertaking and Substitution
 - 18 Insurance of the Works Alternative 2
 - 19 Public Liability Insurance Alternative 2
-

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124-1992:

Clause 2. Interpretation

Clause 2 is amended to include:

“Health Information” has the same meaning as in the Health Records Act 2001 (Vic) (as amended);

“Health Privacy Principles” means the Health Privacy Principles under the Health Records Act 2001 (Vic) (as amended);

“Information” means both Personal Information and Health Information;

“Information Privacy Principles” means the Information Privacy Principles under the Information Privacy Act 2000;

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

“Principles” means the Information Privacy Principles and Health Privacy Principles.

Clause 5.4 Time for Lodgement of Security

Clause 5.4 is amended to read:

Security shall be lodged within seven working days of the date of Notice of Appointment.

3. The following Clauses have been added to those of AS 2124-1992:

Clause 14.5 GOODS AND SERVICES TAX

14.5.1 In this sub-clause 14.5:

adjustment has the meaning set out in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999;

adjustment note has the meaning set out in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999;

GST means a Goods and Services Tax, Value Added Tax, Consumption Tax or tax of similiar effect, whether authorised by A New Tax System (Goods and Services Tax) Act 1999 or otherwise;

taxable supply has the meaning set out in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999; and

taxable income has the meaning set out in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999.

14.5.2 To the extent that the execution of the Works constitutes a taxable supply:

- (a) if the payment or payments described in sub-clause 42.1 has or have been described as exclusive of GST, the payment or payments will be increased by the applicable amount of GST (GST Amount) which will be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST;
- (b) the Contractor must provide to the Principal a valid tax invoice at or prior to the time of payment of any GST Amount; and
- (c) and any adjustment occurs in relation to the taxable supply, the Contractor must issue an adjustment note to the Principal within 7 days of becoming aware of the adjustment and any payment necessary to give effect to such adjustment must be made within 7 days after the date of receipt of the adjustment note.

Clause 49. OCCUPATIONAL HEALTH AND SAFETY

49.1 General Occupational Health and Safety

The Principal is obliged to provide and maintain, so far as is practicable, a working environment for its employees and members of the public that is safe and without risk to health.

The Contractor must itself, and must ensure that any subcontractors of the Contractor, at all times identify and take all necessary precautions for the health and safety of all persons, including the Contractor's employees and subcontractors, staff of the Principal and members of the public, who may be affected by the execution of the Works.

The Principal appoints the Contractor as the principal contractor for the purpose of regulation 5.1.14 of the *Occupational Health and Safety Regulations 2007* (Regulations) and authorises the Contractor

to manage or control the workplaces relevant to carrying out the Works to the extent necessary to discharge the duties imposed under Subdivision 2 of the Regulations.

The Contractor must inform itself of all OH&S policies, procedures or measures implemented or adopted by the Principal. The Contractor must comply with all such policies, procedures or measures.

49.2 Legislative Compliance

The Contractor must –

49.2.1 comply with; and

49.2.2 ensure that its employees, subcontractors and agents comply with any Acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable to OH&S and the performance of the Works.

49.3 Contractor OH&S Management System

The Contractor must establish and implement an OH&S Management System which ensures compliance with all duties of a principal contractor and an employer under the *Occupational Health and Safety Act 1985* (the OH&S Management System).

The OH&S Management System must be:

49.3.1 submitted to the Superintendent prior to the Commencement Date; and

49.3.2 updated during each year of the Contract Term, and such updated OH&S Management System submitted to the Superintendent prior to each anniversary of the Commencement Date.

The Contractor must implement the OH&S Management System or updated OH&S Management System, as the case may be, throughout the Contract Term.

The OH&S Management System must at least include:

49.3.3 the health and safety coordination plan;

49.3.4 the Contractor's OH&S policy and objectives;

49.3.5 the Contractor's organisational structure and responsibilities;

49.3.6 details of safe work practices and procedures to be implemented by the Contractor;

49.3.7 the Contractor's OH&S training and induction;

49.3.8 the Contractor's OH&S auditing and inspection procedures;

49.3.9 the Contractor's OH&S consultation procedures;

49.3.10 the Contractor's OH&S performance monitoring; and

49.3.11 the Contractor's assessment of all risks arising from its performance of its obligations under this Contract.

49.4 OH&S Performance Reporting

The Contractor must, when requested by the Superintendent, provide evidence of the Contractor's ongoing implementation of the OH&S Management System. The Contractor must also provide the following information to the Superintendent monthly:

- 49.4.1 the number of "lost time" injuries suffered by the Contractor's employees or subcontractors;
- 49.4.2 the number of working days lost due to injury;
- 49.4.3 the status of the implementation and outcomes of corrective actions undertaken as a result of OH&S inspections and risk assessments; and
- 49.4.4 the status of OH&S Management System audits undertaken by the Contractor.

The Contractor must, when requested by the Superintendent, provide reports on OH&S inspections, audits or assessments undertaken during the Contract Term.

49.5 Incident Notification

If the Contractor is required by the *Occupational Health and Safety (Incident Notification) Regulations 1997*, or by any other Act or regulation, to give any notice of an accident occurring during the performance by the Contractor of its obligations under this Contract, the Contractor must, at the same time, or as soon thereafter as is possible in the circumstances, give a copy of the notice to the Principal.

The Contractor must promptly notify the Principal of any accident, injury, property damage or environmental damage that occurs during the performance of the Works. The Contractor must, within three (3) days after any such incident, provide a report giving complete details of the incident, including:

- 49.5.1 results of investigations into its cause; and
- 49.5.2 any recommendations or strategies for future prevention.

49.6 Non-Compliance

If, during the Contract Term, the Superintendent gives the Contractor notice that, in the opinion of the Superintendent, the Contractor is –

- 49.6.1 not performing the Contractor's obligations under the Contract in compliance with the OH&S Management System or any other obligation contained in clause 49; or
- 49.6.2 performing the Contractor's obligations under the Contract in such a way as to endanger the health or safety of the Contractor's employees or subcontractors, the Principal's staff or the public -

the Contractor must promptly -

49.6.3 rectify the Contractor's failure to comply with its obligations; or

49.6.4 ensure that it performs its obligations under this Contract so as not to endanger the health or safety of the Contractor's employees, subcontractors, the Principal's staff or the public -
as appropriate.

49.7 Suspension

49.7.1 Procedure

The Superintendent may, without limiting any right that the Principal or the Superintendent may have under this Contract, direct the Contractor to suspend the Contractor's performance of the Works until such time as the Contractor satisfies the Superintendent that the Contractor is willing and able to perform the Works:

(a) 49.7.1.1 in accordance with its obligations under clause 49; and

(b) 49.7.1.2 without endangering the health and safety of the Contractor's employees or subcontractors, the Principal's staff or the public.

The Principal is not required to make any payment to the Contractor in respect of any period for which the execution of the Works is suspended in accordance with this clause.

49.7.2 Principal's Rights

If the Contractor's execution of the Works has been suspended under clause 49.7.1, the Principal may:

(c) 49.7.2.1 itself, or by employing or engaging any other person, perform -

49.7.2.1.1 the Works; or

49.7.2.1.2 such part of the Works as the Principal considers it desirable to perform –

which, so far as practicable, must be carried out in accordance with this Contract, provided that the Principal is not required to use the least expensive means of performing the Works; or

(d) 49.7.2.2 do any other thing that the Principal, in its absolute discretion, considers necessary in the circumstances.

49.7.3 Payments

The Contractor must pay to the Principal the amount of -

(e) 49.7.3.1 all costs incurred by the Principal in exercising any power or performing any function conferred on it under clause 49.7.1 or 49.7.2; and

(f) 49.7.3.2 any other losses and expenses incurred by the Principal due to, or in connection with (including, without limitation, indirect losses, consequential losses and all legal costs on a full indemnity basis), any breach of the Contractor's obligations under clause 49 or the suspension of the performance of the Works - as determined by the Superintendent, within seven (7) days of receiving notice of the Superintendent's determination.

Clause 50. INFORMATION PRIVACY

50.1 The Contractor must, in respect of Information held in connection with this contract:

- 50.1.1 comply with the Principles with respect to any act done, or practice engaged in, by the Contractor, its employees and agents including, without limitation, using Information only for the purposes of fulfilling the Contractor's obligations under this Contract and not disclosing Information without the Superintendent's written authority except for the purpose of fulfilling the Contractor's obligations under the Contract;
- 50.1.2 immediately notify the Superintendent where it becomes aware of a breach of clause 50.1 by the Contractor, its employees or agents; and
- 50.1.3 indemnify and keep indemnified and hold harmless the Principal and its Councillors and all members of the Principal's staff against any liability incurred or loss or damage suffered by the Principal or its Councillors or members of staff arising out of or in connection with a breach of clause 50.1 by the Contractor, its employees or agents.
- 50.2 If, during the Contract Term, the Principal gives notice to the Contractor that it proposes to audit, either directly or through its auditors, the Contractor's information handling practices, the Contractor must provide all reasonable assistance to the party conducting such an audit.

Clause 51. THE MEDIA

The Contractor shall

- 51.1 not either itself or through its employees, agents or subcontractors make any statement to the media on behalf of the Principal in relation to the execution of the Works;
- 51.2 refer all enquiries from the media relating to the execution of the Works to the Superintendent;
- 51.3 notify the Superintendent immediately of any event arising in the execution of the Works that may receive media attention.

Clause 52. PRECEDENCE OF CONTRACT DOCUMENTS

Should there be any conflict between the documents comprising the contract, the order of precedence for interpretation shall be:

- (a) the Form of Agreement;
- (b) the Letter of Acceptance of Contract;
- (c) the Specifications ;
- (d) the Drawings;
- (e) the Special Conditions to Contract (if any);
- (f) the General Conditions of Contract AS2124-1992 including Annexure Part A and Annexure Part B;
- (g) the Tender Form & Price Schedules;
- (h) the Tender Submission;
- (i) the Letters of Negotiation (if any);
- (j) other documents identified in the Letter of Acceptance (if any);

SECTION 3: CONDITIONS OF TENDER

3.1 Conditions of Tender

Conditions of TENDER shall be AS 2125 - General Conditions of Tendering.

3.2 Collection of Quote Documents

Persons Tender will be supplied with one copy of the Form of Tender, Conditions of Tender, Specification, Schedules and one set of Quote Drawings.

3.3 Lodgement of Tender

Tenders close on the date specified and shall be lodged by hand to:

TENDER BOX

GROUND FLOOR – CUSTOMER SERVICE COUNTER

KINGSTON CITY COUNCIL - MUNICIPAL OFFICES

1230 NEPEAN HWY, CHELTENHAM

(Melway Reference: Map 86 J2)

or by post to:

TENDER BOX

KINGSTON CITY COUNCIL

P.O.BOX 1000, MENTONE 3194

The sealed envelope shall have the contract number and title clearly labelled on the front.

3.4 Discrepancies and Omissions

The Contractor should immediately request directions if there are any discrepancies in, or omissions from the Tender documents or should there be any doubt as to their meaning. All inquiries regarding the work required by the Tender documents should be referred to Council's Construction Engineer; referred to under "Information to Contractors".

3.5 Appreciation of Requirements

Each Contractor will be deemed to have:

- Examined carefully the Drawings, the Construction Program, the Specifications and other relevant documentation and informed themselves of the extent, character and timing of the Works.
- Visited the site of the Project Works and fully informed themselves of its nature, surroundings, soil conditions, approaches and means of access, the location of existing public utilities and services, the nature of existing structures on the site or adjacent to it, and of all matters or circumstances likely to affect the cost or time for carrying out the Works.

It shall be understood that:

- The submission of a Tender carries with it agreement to all of the items referred to in the Tender documents and/or indicated on the Drawings, or reasonably to be inferred there from.
- No consideration will be given for alleged misunderstanding of the requirements of the Contract, the materials to be used, and the Works to be done, or the alleged ignorance of the nature and conditions of the site and the adjacent structures.

3.6 Informal Tenders

A Tender may be regarded as informal:

- If it is a Tender for part only of the Works.
- If the Tender Form, the Schedule of Prices, Schedule of Rates and the Information Sheets are not properly filled in or the information to be submitted with Tenders is not provided.
- If the Tender does not comply with all the requirements of the Tender documents.
- If the Tender stipulates conditions which vary materially from those of the Tender Documents.
- If the Tender is lodged later than the time and date notified for the closing of Tenders.
- Informal Tenders will not be considered in the awarding of the Contract.

3.7 Selection Criteria for Evaluation of Tenders

Tenders will be evaluated on criteria including, but not limited to:

- * Financial benefit to Council;
- * Water Quality Risk Assessment for construction project spread sheet
- * Proven track record undertaking similar projects.
- * Experience
- * Ability to meet set time constraints
- * Occupational Health and Safety record
- * Financial status of business
- * Industrial Relations record
- * Contractor's commitment to providing a quality service
- * Suitability of plant and equipment
- * Commercial viability of contractor and the service offered.

The above criteria are listed in order of importance. The successful Contractor shall be the Contractor who best full fills the criteria listed and any other criteria considered appropriate by Council.

3.8 Acceptance of Tender

The lowest or any Tender submitted will not necessarily be accepted.

A Tender shall not be deemed to have been accepted unless and until notice in writing of such acceptance is handed to the Contractor or is sent by pre-paid post or is left at the address stated in the Tender form for the service of notices.

On acceptance of the Tender the Contractor shall execute a formal instrument of agreement as required by the general conditions of contract.

Unless and until a formal instrument of agreement is executed the Tender and the Tender documents together with the notice in writing of acceptance of the Tender shall constitute the Contract between the City of Kingston and the successful Contractor.

3.9 Lump Sum Fixed Price

The Tender is to be a lump sum fixed price, with no requirement for rise and fall, and being the total consideration required by the contractor to complete the works in accordance with the Tender documents.

The Price is to be EXCLUSIVE of any GST.

3.10 Qualifications of Contractor & Sub-Contractor

The Contractor is required to state clearly in his submission all senior personnel to be associated with the execution of this contract, including:

- (a) Principal partners, if any,
- (b) Number of personnel.

The above information should detail qualifications and previous experience of the personnel to be engaged in the project.

Any sub-contractor not listed on the original Tender submission, and engaged by the successful contractor to undertake works associated with this contract, is required to receive written approval from the Superintendent prior to commencement of any works forming part of this contract.

Any agreement entered into by the Contractor with sub-contractors or others in connection with the work under this contract shall not provide for reference of dispute to arbitration of an employee of the CITY OF KINGSTON.

3.11. Insurance

The contractor shall have all necessary current personal health insurance, together with Public Liability Insurance of not less than \$10m. A copy of all insurance certificates, including confirmation of registration for Work Cover under the Accident Compensation Act, must be included in the Tender documents.

3.12. Taxes , Duties and Rates of Pay

CUSTOMS DUTY - The Tender sum shall be deemed to include any Customs Duty and any primage applicable on all imported materials, plant and equipment required in connection with the work of this contract.

PAYROLL TAX - Payroll tax shall be deemed to be included in the Tender prices.

GOODS AND SERVICES TAX

- (a) Any Contract Lump Sum amounts or rates in Contract Schedules of Rates are exclusive of any GST but are inclusive of all contractor's expenses, insurance, duties, imposts, charges and taxes payable by the contractor.
- (b) Any invoice submitted shall be in the form of a "Tax Invoice" as defined in the relevant legislation, including supplying the contractor's Australian Business Number. The GST component of the invoice shall be separately identified.

The contractor shall provide any other requisite information to enable Kingston City Council to claim any related Tax Credits.

Kingston City Council will pay to the contractor on any supply in accordance with this contract an amount equivalent to the GST payable by the Contractor under GST Law.

- (c) In this clause GST Law means A New Tax System (Goods and Services Tax) Act 1999 as amended and includes any Act of the Australian Parliament that imposes or deals with GST.

RATES OF PAY - The contract sum will be deemed to include the cost of all wages, and other costs arising from the requirements of the Awards, and no adjustment will be made to the contract sum on account of such requirements or any new matter introduced into the Award, except if otherwise provided for in the Contract.

3.13. Alternative Proposals

The Tender shall be submitted strictly in accordance with the Tender documents and no alternative will be considered.

3.14. Documents to be Lodged

The Contractor shall lodge with the Tender, completed copies of the following documents:

- Tender form;
- Composition of Tender;
- Schedule of Prices;
- Schedule of Proposed Sub-Contractors;

- Schedule of Proposed Manpower Levels:
- A Staging Plan
- A Conceptual Traffic Management Plan
- Water Quality Risk Assessment for Construction Projects Spread Sheet
- Maturity of Operation
- Details of example projects which detail environmental management processes
- Details of Example Projects which incorporate Road & Drainage Construction
- Contractor OHS Management System Questionnaire
- Copy of Insurance (*refer Insurance Clause*)
- References (*refer Experience Clause*);

3.15. Tender Validity Period

Tenders shall remain valid for a period of ninety (90) days from the date of the closing of Tenders.

3.16. Australian Manufactured Content of Tender

As a general rule, preference will be given to the purchase of goods of Australian original or of relatively greater Australian manufactured content that meet specified requirements.

The Contractor shall state in the Tender, the country of manufacture or source of equipment (or that component of equipment or plant) and material included in the Tender that is not of Australian manufacture.

The attention of Contractor is drawn to the Public Contracts Act 1958 which provides that local authorities are to give preference to selection of goods and machinery manufactured or produced in the Commonwealth.

SECTION 4: CONTRACT CONDITIONS OF PARTICULAR APPLICATION

4.1 Nature of Contract

Refer to AS 2124 - 1992, General Conditions of Contract and to AS 2127 - Form of Formal Instrument of Agreement.

4.2 Site

The site for the works is the location specified on the front page of this document

4.3 Amount of Security

See Clause 5 of the General Conditions of Contract.

The scales and level of security and retention applying in this Contract shall be equal to 2.5% of the Contract Sum.

4.4 Commencement of Work

Notwithstanding that possession of the site has been given to the Contractor, the Contractor shall not be permitted to commence work on the site until he has provided security as required by sub - clause 5.4 of the General Conditions of Contract. and complied with the insurance requirements. as defined in clauses 17, 18, 19, 20 and 21 of the General Conditions of Contract.

4.5 Interpretation of Drawings

The Contractor shall check and confirm with the Superintendent all relevant dimensions and levels on the site before proceeding with the work under this Contract. The drawings shall be taken as diagrammatic only and all measurements and other information required to carry out the work under the Contract shall be obtained by the contractor on the site. The Contractor shall not be entitled to any extra cost resulting from his failure to obtain measurements and other information on the site.

4.6 Stamping of Formal Instrument of Agreement

See paragraph (c) of sub-clause 6.2 of the General Conditions of Contract. The stamping of the Formal Instrument of Agreement is a requirement of this Contract.

4.7 Indemnity

Further to the conditions stated in clause 17, 18, 19, 20, and 21 of the General Conditions of Contract the Contractor shall also indemnify and keep indemnified the City of Kingston against any claim, demand, action, suit or proceeding that may be brought or made against the City of Kingston by any other person who has entered into a Contract with the City of Kingston to execute work associated with

the work to be executed by the Contractor under the Contract in respect of any loss, damage or expense incurred by that other person by reason of any action, default or neglect of the Contractor in the performance of his obligations under the Contract or arising out of or as a consequence of any delay by the Contractor in executing or failing to complete work under the Contract and also from any costs and expenses that may be incurred by that other person in connection with any such claim, demand, action, suit or proceeding.

4.8 By-Laws, Fees and Notices

The Contractor is not required to submit plans to Local or other Authorities for approval. Unless the Contract otherwise provides, the Contractor shall be responsible for the connection of all water, drainage, sewerage, gas and electricity services and shall apply for all relevant permits and pay all fees and charges levied by the relevant Authority.

4.9 Restricted Working Hours

The work under the Contract shall be executed only within the following working hours and subject to the following requirements:

Work shall be undertaken during normal working hours which are 7.30 *am*-5.00 *pm* Monday to Friday. Work outside these hours shall be limited to daylight hours only, seven days per week. The Contractor shall notify the Superintendent in writing at least 24 hours in advance of his intention to work outside normal working hours.

4.10 Work Bans and Limitations

The Contractor shall keep the Superintendent informed concerning any industrial matter which could affect the progress of the work under the Contract.

The Contractor shall inform the Superintendent immediately if bans are applied to the work under the Contract or if work under the Contract ceases due to industrial action and shall also inform the Superintendent of measures being taken to resolve such action.

The Contractor shall make no claim against the CITY OF KINGSTON for increased labour costs or for any other costs, loss, expense or damage arising from costs incurred by or as a result of:

- (a) any variation to any Award of the Australian Industrial Relations Commission or to any Award of the State Industrial Relations Commission, whether by consent or by formal arbitration;
- (b) any agreement, award, settlement, fee or like payment made by the Contractor or any organisation or any person acting on behalf of the Contractor with any union or any other body or any person;
- (c) any industrial action through which occurs a strike, work stoppage, work ban or work limitation of any kind.

Provided that any industrial action causing lost time does not arise from factors within the control of the Contractor, the Contractor may be granted an extension of time for completion pursuant to the General Conditions of Contract.

4.11 Noise Control

The Contractor shall take all practicable precautions to minimise noise arising out of or resulting from any activity associated with the work under the Contract. All construction equipment shall be fitted with noise suppressers unless specially designed for quiet operation. The construction noise experienced at the site boundary shall not exceed 10 dB (A) above the background noise level.

4.12 Site Establishment and Control

The Contractor shall erect, for his own use, such buildings, compounds, sanitary accommodation and associated services as are required for the supervision and construction of the Works.

Except as otherwise provided in the Contract, delivery of materials to the site, space for storage of such materials and for building sheds, offices, workshops and other temporary structures will be allowed only in accordance with arrangements entered into between the Contractor and the Superintendent and subject to such conditions as are determined by the Superintendent.

No new roads or tracks shall be formed, existing roads and tracks altered, camps erected, trees or shrubs removed, fences, water, sewerage or power lines cut or any other activity carried out that may affect the environment to a significant extent without the prior approval of the Superintendent.

No fires shall be lit on the site without the prior approval of the Superintendent.

At the completion of the Works, the Contractors facilities shall be removed, or disposed of, and the area left to the satisfaction of the Superintendent.

The Contractor shall pay all costs involved

4.13 Disposal of Wastes , Refuse, Excavated Material, Demolished and Salvageable Materials

The Contractor shall be responsible for the proper disposal of all solid, liquid and gaseous wastes in accordance with all statutory requirements. (See Clause 14 of the General Conditions of Contract.)

Refuse arising from the execution of work under the Contract (including food scraps, the unwanted excavated material and demolition) shall be removed from the site. (See Clause 38 of the General Conditions of Contract.)

Unless otherwise specified, all salvageable materials are the property of the Contractor and shall be removed from the site.

The Contract shall be pay all costs involved

4.14 Trucking

(a) No motor vehicles shall leave the site laden with any material unless it is loaded in a manner that will prevent the discharge or dropping of any of the materials.

(b) The Contractor shall ensure that the wheels, tracks and body of all constructional plant leaving the site are free of mud.

4.15 Storm water Drains and Utility Services

(a) Location

Prior to commencing any of the work under the Contract, the Contractor shall obtain all relevant information from the appropriate authorities concerning the location of storm water drains and any water, sewerage, gas, electricity, telecommunication or other services which may be affected by the work under the Contract.

The Contractor shall make arrangements as necessary for representatives of appropriate authorities to indicate on site the location of their assets.

(b) Alterations

The Contractor shall make the necessary arrangements with the appropriate authority for any fire plugs, valve boxes and manhole covers which require raising or lowering to match new surface levels to be so raised or lowered.

The Contractor shall make the necessary provision for cutting, sealing and reinstatement of any water or gas services where required, and ensuring that all leaks and defects are stopped or repaired before construction proceeds.

(c) Damage

The Contractor shall be responsible for any damage, which has been caused to any storm water drain or utility service by any work or operation under the Contractor's control.

Where any damage is caused from work under the Contract by any fault that may develop in any storm water drain or utility service, the Contractor shall make arrangements with the appropriate authority concerned for any repairs, which may be necessary. The Contractor shall have no claim against the CITY OF KINGSTON for any loss or delay due to such damage.

(d) Backfilling

Backfilling of the repairs or alterations shall comply with the requirements for backfilling of storm water drains.

4.16 Examination and Testing of Materials and Work

Generally to clause 31 of the General Conditions of Contract.

(a) Notification

Where inspection of materials or work by the Superintendent or his representative is specified, at least 24 hours notice of testing and/or inspection shall be given to the Superintendent.

(b) Tests

Unless otherwise specified, all tests shall be undertaken in accordance with the appropriate VicRoads codes of practice and Australian Standard test method as current at the time of Tender. Unless otherwise specified, all tests shall be conducted by experienced testing officers in a laboratory accredited by the National Association of Testing Authorities (NATA) for the test methods used under the Contract and all tests shall be endorsed in accordance with the NATA registration for that laboratory.

4.17 Limitation of Ground Vibration During Construction

For work near existing buildings, structures and underground services, construction methods shall be adopted which will minimise ground vibrations.

The Contractor shall bear all costs associated with any claim for damages resulting from the effects of ground vibration directly caused by the Contractor's construction

methods. The cost of such damage shall be in addition to damage caused by other action attributed to the Contractors' work.

4.18 Dust, Dirt and Water

For the purposes of paragraph 4 of Clause 15 of the General Conditions of Contract, nuisance includes nuisance caused by dust, dirt and water. Watering shall be used to reduce dust.

4.19 Soil Conservation

The Contractor shall take such steps as are necessary to prevent the erosion of any lands used or occupied by the Contractor in the execution of the work under the Contract.

4.20 Site Meetings

The Contractor shall arrange for such conferences as are required by the Superintendent to be held between the Contractor and the Superintendent and any sub-Contractors and Consultants. The Superintendent. will take the minutes.

4.21 Safety

The Contractor is to:

(a) Comply with and observe the provisions and recommendations of the Building Industry Agreement relative to safety, safety helmets and first aid and the Occupational Health and Safety Act (in particular part III, duties of employees, section 21-23)

(b) Comply with and observe the recommendations of the National Safety Council of Australia in relation to the safety and protection of workmen;

(c) Ensure that all personnel, including supervisors, surveyors, laborers and plant operators when not operating their machines, shall wear fluorescent high visibility jackets at all times on the site.

Any instructions given to the Contractor from the Superintendent shall be adhered to immediately. Where differences of opinion arise between the Contractor and the CITY OF KINGSTON over the adequacy of any safety provision, the Occupational Health and Safety Authority shall be requested to resolve the issue.

The Contractor shall with the Contractors' agents provide and maintain for employees and agents of the CITY OF KINGSTON who, in the course of their work for the CITY OF KINGSTON, enter the site, an environment that is safe and without risk to health.

4.22 Authorised Personnel

The contractor is to ensure that all personnel engaged by him to undertake any portion(s) of this contract, will have all the necessary qualifications, insurance, registrations to the relevant trades of practice and union membership, as required to conform with the current codes of practice.

Any personnel engaged by the contractor not conforming to the above may not be permitted to work on this project.

4.23 Adverse Weather Conditions

Time lost due to adverse weather conditions is defined for the purpose of this Contract as time lost due to wet weather, fog, excessively hot, excessively cold and/or dangerously windy conditions and to the effects of these adverse weather conditions, e.g. wet site conditions following rain.

The Contract period provides for an allowance for time lost of 3 working days due to adverse weather conditions. This allowance is based on an 8 hour working day and allows for periods when works are suspended due to adverse weather.

The Contractor's site representative shall notify the Superintendent immediately of any time lost due to adverse weather conditions in writing providing details of the nature and extent of delays and the construction activities affected. The Superintendent, if satisfied that the Contractor has taken reasonable steps to minimise the period of delay, will certify within 7 days an appropriate period of time lost. The Superintendent will only certify time lost during the approved working hours for the Contract. The maximum period of time, which will be certified on any working day, will be eight hours.

If the total period of time certified (including periods of suspension due to adverse weather) exceeds the total allowance for the Contract specified above, the Superintendent will, in accordance with the General Conditions of Contract, grant an extension of time for completion on the basis of one working

day for each 8 hours of certified time in excess. No extension of time will be granted until the total excess period equals 8 hours or a multiple thereof. Periods of less than eight hours' duration shall accrue to form part of a subsequent extension of one working day when the total excess equals the next successive multiple of eight hours.

No additional costs arising from extensions of time granted due to excess adverse weather will be made.

4.24 Protection of Existing Property Paving and Landscaped Areas

Further to the Conditions stated in clause 16 of the General Conditions of Contract as 2124 the Contractor shall protect all property, roads, paving, landscaped and grassed areas from damage for the duration of the contract.

Areas liable to damage from construction traffic or storage of equipment and materials shall be planked or otherwise suitably covered to prevent any damage occurring. This requirement applies particularly to roads and paving or grassed areas subject to heavy construction traffic.

The contractor shall be held responsible for all damage caused by workmen on site, by construction traffic or by storage of storage of equipment and material.

4.25 Trenching or Pit Excavation

In addition to complying with the requirements of the Mines Act 1958 and relevant subordinate regulations, the Contractor shall provide to the Superintendent at least seven days prior to commencing the excavation of any trench (or pit) which will be 1.5 m or more in depth, the name of the nominated manager of the trench and complete details of the proposed method of construction, including the proposed measures for the protection of employees from the possible hazard of moving ground.

4.26 Blasting

Blasting shall not be undertaken in the execution of the work under the Contract.

4.27 Publicity

The Contractor shall not furnish any information or issue any document or other written or printed material concerning the work under the Contractor for publication in any of the media without the prior written approval of the Principal.

4.29 Approvals

Whenever, in this specification, approval is required for any work or materials, the Contractor shall obtain such approval before proceeding with the work.

Approval shall not be deemed to be an acceptance of defective materials, or workmanship, which fails to comply with the terms of the Contract, nor as an authority for any variation, except where such variation is authorised as, provided in this contract.