



CABONNE COUNCIL

CONTRACT No. 1330789

LUMP SUM CONTRACT

for the

**HEAVY PATCHING ON MR310 AND MR377
IN THE CABONNE COUNCIL LGA**

**PREPARED BY:
COUNCIL'S DEPARTMENT OF
TRANSPORT INFRASTRUCTURE
DATE: NOVEMBER 2021**



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CONTRACT No. 1330789

LUMP SUM CONTRACT

for the

**HEAVY PATCHING ON MR310 AND MR377
IN THE CABONNE COUNCIL LGA**

INFORMATION FOR TENDERERS

**PREPARED BY:
COUNCIL'S DEPARTMENT OF
TRANSPORT INFRASTRUCTURE
DATE: NOVEMBER 2021**

CONTENTS

PAGE

1 PROJECT IDENTIFICATION AND DESCRIPTION..... 1

2 RELEVANT DOCUMENTS 2

3 TENDERING METHOD..... 2

4 COUNCIL'S CONTACT PERSON..... 2

5 SITE INSPECTION..... 2

6 TENDER LODGEMENT REQUIREMENTS 3

INFORMATION FOR TENDERERS

GENERAL

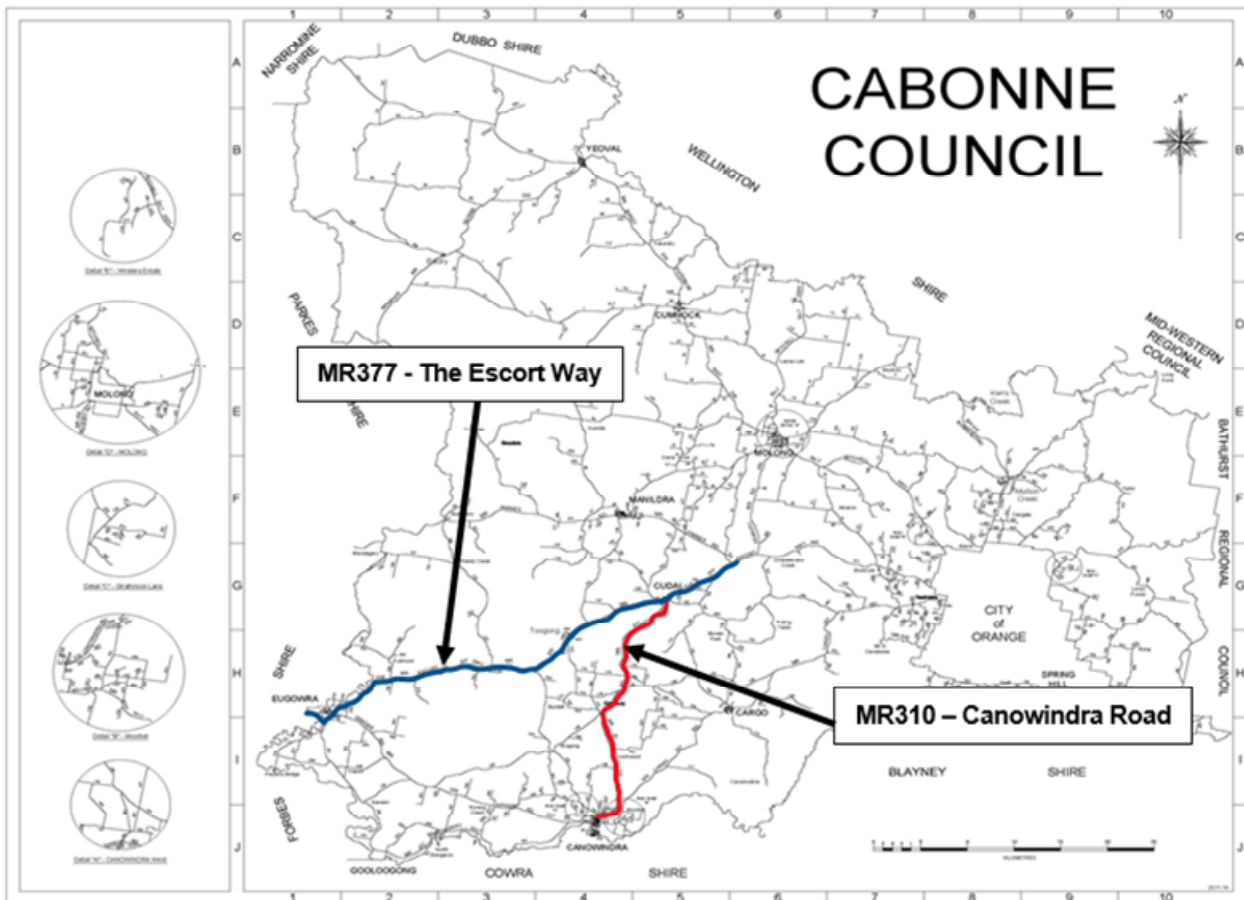
1 PROJECT IDENTIFICATION AND DESCRIPTION

This tender is for Contract No. 1330789 Heavy Patching on MR310 and MR377 in the Cabonne Council LGA.

This is a Lump Sum Contract.

The scope of works for this project is the full-service heavy patching being for supply and incorporate additive plus compact, trim, seal and line mark including traffic control on MR310 and MR377 within the Cabonne Council Local Government Area.

LOCATION PLAN



2 RELEVANT DOCUMENTS

(a) The Contract Documents for this project are:

- **General Conditions of Contract (AS 4000-1997) ***
- **Heavy Patching Scoping Sheet – MR310 and MR377**
- **Specifications – TfNSW M250, TfNSW R145, TfNSW G10, TfNSW G22 and TfNSW G36**
- **Tender Submission Forms**

*** AS 4000-1997 is not included as part of the contract documentation. Copies are available from Standards Australia**

(b) The following documentation is provided for the information of the Tenderers and does not form part of the Contract Documents:

- Information for Tenderers and Conditions of Tendering

The documents are available from Council's Engineering and Technical Services Department, Main Street, Cudal, Council's website www.cabonne.nsw.gov.au and Council's E-tendering website www.tenderlink.com/cabonne.

The Tenderer warrants and represents that it will, prior to submission of tender, obtain the information and documentation referred to above and will obtain all other information relevant to the works, contingencies and other circumstances having an effect on its tender.

3 TENDERING METHOD

This Contract shall follow the "The Procedures of Open Tendering" in accordance with AS4120-1994 Clause 6.2.3(b), The Principal invites the public advertisement without restriction on the numbers of tenders sought.

4 COUNCIL'S CONTACT PERSON

Enquiries regarding this tender may be directed to:

Name: Jeeva San Phone: 02 6390 7100
Position: Contracts Coordinator

5 SITE INSPECTION

Tenderers are not required to attend a site meeting as part of this Tender. It is advisable however that prospective Tenderers visit MR310 and MR377 in the Cabonne Council LGA and discuss the project requirement with Council. By submitting a tender, it is assumed the Tenderer has visited the site and understands all that is required under this Specification.

6 TENDER LODGEMENT REQUIREMENTS

Tenders shall be submitted on the Tender Forms provided by the Principal, Tender Submission Documents, and are to be enclosed in a sealed envelope and the envelope marked legibly as follows:

Contract No. **1330789**

Tender for **Heavy Patching on MR310 and MR377 in the Cabonne Council LGA**

and either:

delivered by hand or by courier and placed in the:

Tender Box
Cabonne Council
97 Bank Street
MOLONG NSW 2866

or

mailed to the Tender Box addressed as follows, and marked:

“Contract 1330789 Heavy Patching on MR310 and MR377 in the Cabonne Council LGA”

Tender Box
Cabonne Council
PO BOX 17
MOLONG NSW 2866

or

submitted electronically on

www.tenderlink.com/cabonne

so as to be received **before the closing time and date for tenders.**

Time: 12:00 pm, noon

Date: Wednesday, 15 December 2021



CABONNE COUNCIL

CONTRACT No. 1330789

LUMP SUM CONTRACT

for the

**HEAVY PATCHING IN THE CABONNE
COUNCIL LGA**

CONDITIONS OF TENDERING

**PREPARED BY:
COUNCIL'S DEPARTMENT OF
TRANSPORT INFRASTRUCTURE
DATE: NOVEMBER 2021**

CONTENTS

CLAUSE	PAGE
GENERAL	1
1. PREAMBLE	1
2. PROJECT INFORMATION.....	1
3. RELEVANT DOCUMENTS	1
4. CONTRACTOR'S RESPONSIBILITY	2
5. COUNCIL'S CONTACT PERSON.....	2
TENDER SUBMISSION INFORMATION	2
6. SUPPORTING INFORMATION FROM TENDERERS.....	2
7. SUBCONTRACTORS	2
8. SITE INSPECTION.....	2
9. ALTERNATIVE PROPOSALS.....	2
10. TENDER VALIDITY PERIOD.....	3
11. TENDER LODGEMENT REQUIREMENTS	3
12. LATE TENDERS.....	3
13. TENDER EVALUATION AND SELECTION	3
14. POST TENDER SUBMISSIONS	4
15. POST TENDER NEGOTIATIONS.....	4
16. COST OF TENDERING	4
17. CONTRACT COMMENCEMENT DATE	4

CONDITIONS OF TENDERING

GENERAL

1. PREAMBLE

The Conditions of Tendering have been prepared in accordance with the obligations of the Principal contained in the Australian Standard 4120-1994, Code of Tendering, which sets out the ethics and obligations of the Principal and Tenderers in tendering in the construction industry.

Tenderers and Principal shall comply with the requirements of this AS 4120-1994. In particular attention is drawn to the obligations of Tenderers, in the preparation and submission of their tender for this project.

Without limiting the above obligations: -

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.
- Any Tenderer who directly or indirectly canvasses support from an elected member or servant of the Council will be disqualified.

It should be noted that in all contract documentation words importing a gender include every gender.

2. PROJECT INFORMATION

The complete project description, scope of work, specific site and project requirements shall be as defined in the Specification.

This tender is for Contract No. 1330789 Heavy Patching on MR310 and MR377 in the Cabonne Council LGA.

It is a Lump Sum Contract.

The scope of works for this project is the full-service heavy patching being for supply and incorporate additive plus compact, trim, seal and line mark including traffic control on MR310 and MR377 within the Cabonne Council Local Government Area.

3. RELEVANT DOCUMENTS

(a) The contract documents for this project are:

CONDITIONS OF CONTRACT

- General Conditions of Contract (AS 4000-1997) *.
- Annexures to General Conditions of Contract.

* AS 4000-1997 is not included as part of the contract documentation. Copies are available from Standards Australia.

TENDER SUBMISSION FORMS

HEAVY PATCHING SCOPING SHEET – MR310 AND MR377

SPECIFICATIONS – TfNSW M250, TfNSW R145, TfNSW G10, TfNSW G22 and TfNSW G36

4 CONTRACTOR'S RESPONSIBILITY

It shall be the responsibility of the Contractor to ascertain all information relating to the services, the works and site conditions that may affect the progress or method of performing all services and works as specified within the scope of this contract and to prepare for every contingency that may arise. It is further understood that just provision for these contingencies have been accounted for, implicitly or explicitly within the Bill of Quantities or Schedule of Rates submitted.

5 COUNCIL'S CONTACT PERSON

Enquiries regarding this tender may be directed to:

Name: **Jeeva San** Phone: **02 6390 7100**
Position: **Contracts Coordinator**

TENDER SUBMISSION INFORMATION**6 SUPPORTING INFORMATION FROM TENDERERS**

The Tenderer shall provide documentary evidence to prove they have the necessary competence, resources, industrial relations, quality and safety management and financial capacity to carry out the Works.

- Copy of Certificate of Currency for Public Liability Insurance
- Copy of Work Health & Safety (WHS) Management Plan
- Copy of Safe Work Method Statement (SWMS)
- Copy of Environmental Management Plan
- Copy of Quality Management Plan
- Copy of Traffic Guidance Scheme
- Copy of Project Quality Plan

7 SUBCONTRACTORS

The Tenderer is required to provide, on the tender form in the Tender Submission Documents, the names and telephone numbers of Tenderer's Subcontractors and recognise by initials the Principal's listing of Selected and Nominated Contractors.

8 SITE INSPECTION

Tenderers are not required to attend a site meeting as part of this Tender. It is advisable however that prospective Tenderers visit MR310 and MR377 in the Cabonne Council LGA and discuss the project requirement with Council. By submitting a tender, it is assumed the Tenderer has visited the site and understands all that is required under this Specification.

9 ALTERNATIVE PROPOSALS

Alternative proposals, which satisfy the Principal's basic commercial and performance objectives, technical and legal requirements, may be submitted as options but only in addition to a conforming tender. All costs associated with the design and documentation of any alternative proposal shall be borne by the Tenderer.

10 TENDER VALIDITY PERIOD

Tenders will be valid for a period of 60 days from the tender closing date. In the event of the withdrawal of the tender prior to the expiration of this period, the Tenderer shall be liable for all costs, losses or damages suffered by the Principal by reason of that withdrawal.

11 TENDER LODGEMENT REQUIREMENTS

Tenders shall be submitted on the forms provided by the Principal in the Tender Submission Documents, and are to be enclosed in a sealed envelope and the envelope marked legibly as follows:

Contract No. **1330789**

Tender for **Heavy Patching on MR310 and MR377 in the Cabonne Council LGA**

and either:

delivered by hand or by courier and placed in the:

Tender Box
Cabonne Council
Bank Street
MOLONG NSW 2866

or

mailed to the Tender Box addressed as follows, and marked

“Contract No 1330789 Heavy Patching on MR310 and MR377 in the Cabonne Council LGA”

Tender Box
Cabonne Council
PO BOX 17
MOLONG NSW 2866

or

submitted electronically on www.tenderlink.com/cabonne

so as to be received **before the closing time and date for tenders.**

Time: 12:00 noon

Date: Wednesday, 15 December 2021

12 LATE TENDERS

A tender which is received after the closing time and date will only be considered if the Tenderer can satisfy Council that it complies with Clause 177 (5) of the Local Government (General) Regulations 2005.

13 TENDER EVALUATION AND SELECTION

Evaluation, negotiation and selection of tenders shall be in accordance with the requirements of AS 4120 (1994), Code of Tendering and Local Government Regulations 2005 under the Local Government Act 1993.

The evaluation criteria shall be:

- Lump sum tender amount
- Evidence of technical and financial capability

- Industry reputation and past record of providing similar services
- Quality Management Plan, Work Health and Safety Management Plan, Environmental Management Plan, Traffic Guidance Scheme and Project Quality Plan

The Principal is not bound to accept the lowest, or any tender.

The successful Tenderer which is accepted shall be notified in writing to all Tenderers.

14 POST TENDER SUBMISSIONS

The Principal may call for post tender submissions from some or all tenderers in order to assist with the evaluation.

Such submissions will be confidential between the Principal and Tenderer.

The call for such submissions will not bind the Principal to proceed to accept a tender.

15 POST TENDER NEGOTIATIONS

The Principal may enter into negotiation with a Preferred Tenderer or a number of candidate tenderers.

Such negotiations will be confidential between the Principal and Tenderer and will be conducted in accordance with guidelines set out in AS 4120 (1994).

The undertaking of negotiations will not bind the Principal to proceed to accept a tender.

16 COST OF TENDERING

All costs associated with tender preparation and submission shall be borne by the Tenderer.

17 CONTRACT COMMENCEMENT DATE

The commencement of the Contract is nominated as the date of instrument of agreement between Council and the successful Tenderer. There shall be no Contract prior to the issue of a letter of acceptance and a signed Instrument of Agreement.



CABONNE COUNCIL

CONTRACT No. 1330789

LUMP SUM CONTRACT

for the

**HEAVY PATCHING ON MR310 AND MR377
IN THE CABONNE COUNCIL LGA**

CONDITIONS OF CONTRACT

**PREPARED BY:
COUNCIL'S DEPARTMENT OF
TRANSPORT INFRASTRUCTURE
DATE: NOVEMBER 2021**

CONTENTS

1. GENERAL CONDITIONS OF CONTRACT
2. ANNEXURES TO THE GENERAL CONDITIONS OF CONTRACT
 - PART A
 - PART B
 - PART C

GENERAL CONDITIONS OF CONTRACT

THE GENERAL CONDITIONS OF CONTRACT
SHALL BE
AUSTRALIAN STANDARD (AS) 4000 - 1997
THIS DOCUMENT IS DEEMED TO BE INCLUDED IN THE
CONTRACT DOCUMENTS

Copies are available from Standards Australia. Copies may be viewed at Cabonne Council's Cudal office by appointment with the Contact Officer nominated in the Conditions of Tendering.

ANNEXURE

to the

**GENERAL CONDITIONS
OF CONTRACT**

**ANNEXURE to the Australian Standard
General Conditions of Contract AS4000-
1997**

PART A –

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contact*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contact*.

Item

1 *Principal*
(clause 1)

CABONNE COUNCIL

ABN: **41 992 919 200**

2 *Principal's address*

**PO Box 17
MOLONG NSW 2866
Ph 6390 7100**

**Principals Representative: Cabonne Council's
Deputy General Manager - Infrastructure**

3 *Contractor*
(clause 1)

ABN:

4 *Contractor's address*

5 *Superintendent*
(clause 1)

**Cabonne Council's Department Leader –
Transport Infrastructure
Ph 6390 7100**

**Superintendent's Representative: Cabonne
Council's Contracts Coordinator**

6 *Superintendent's address*

**PO Box 17
MOLONG NSW 2866**

7 Period of time for practical completion (clause 1)

**The works under the contract shall be
completed on or before 29 April 2022.**

8 Governing law:
(page 5, clause 1(h))

New South Wales

9 (a) Currency
(page 5, clause 1(g))

Australian Dollars

(b)	Place of payments (page 5, clause 1(g))	PO Box 17 MOLONG NSW 2866
(c)	Place of Business of Bank (page 5, clause 1(d))	MOLONG NSW 2866
10	<i>Bill of quantities</i> (subclause 2.2)	
(a)	Alternative applying (subclause 2.2)	Alternative 1
(b)	If Alternative 2 applies, is the <i>bill of quantities</i> to be priced: (subclause 2.2)	N/A
(c)	Lodgement time (subclause 2.3(b))	At the time of Tender Submission
11	Quantities in <i>schedule of rates</i> , limits of accuracy (Clause 2.5(b))	N/A
12	<i>Provisional sum</i> , percentage for profit and attendance (clause 3)	As assessed by the Superintendent
13	Contractor's Security	
(a)	Form (clause 5)	Retention Money
(b)	Amount or maximum percentage value of this <i>contract sum</i> (clause 5)	5% If nothing stated, 5% of value of this separable portion
(c)	If retention moneys, percentage of each <i>progress certificate</i> applicable to this <i>contract sum</i> (clause 5 and subclause 37.2)	10% If nothing stated, 10%, until the limit in <i>Item 13(b)</i>
(d)	Time for provision (except for retention moneys) (clause 5)	14 Days after acceptance of tender If nothing stated, within 28 days after due <i>date of acceptance of tender</i>
(e)	Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	N/A
(f)	<i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	50 % of amount held If nothing stated, 50% of amount held
14	Principal's security	

(a) Form (clause 5)	N/A
(b) Amount or maximum percentage of value of this <i>separable portion</i> (clause 5)	N/A
(c) Time for provision (clause 5)	N/A If nothing stated, within 28 days after date of acceptance of tender
(d) <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	N/A If nothing stated, 50% of amount held
15 <i>Principal</i> -supplied documents (Clause 6.1)	Contract documents including: <ul style="list-style-type: none"> • Conditions of Contract • Heavy Patching Scoping Sheet – MR310 and MR377 • Specifications – TfNSW M250, TfNSW R145, TfNSW G10, TfNSW G22 and TfNSW G36 • Tender Submission Documents.
16 Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	14 days
17 Subcontract <i>work</i> requiring approval (subclause 9.2)	All Subcontract <i>work</i>
18 Novation (subclause 9.4)	N/A
19 <i>Legislative requirements</i>	
(a) Those excepted (subclause 11.1)	N/A
(b) Identified <i>WUC</i> (subclause 11.2(a)(ii))	N/A
20 Insurance of <i>the Works</i> (clause 16)	
(a) Alternative applying	Alternative 1
If Alternative 1 applies	
(b) Provision for demolition and removal of debris	NIL

(c)	Provision for consultant's fees	NIL
(d)	Value of materials or things to be supplied by the <i>Principal</i>	NIL
(e)	Additional amount or percentage	NIL
21	Public liability insurance (clause 17)	
(a)	Alternative applying	Alternative 1
	If Alternative 1 applies	
(b)	Amount per occurrence shall be not less than	\$20,000,000
22	Time for giving possession (subclause 24.1)	<i>Date of acceptance of tender</i>
23	Qualifying cause of delay. Cause of delay for which <i>EOTs</i> will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)	N/A
24	Liquidated Damages, rate (subclause 34.7)	\$300 per day
25	Bonus for early <i>practical completion</i> (Clause 34.8)	N/A
26	Delay damages, other compensable causes (page 1, clause 1 and subclause 34.9)	Nil
27	Defects liability period (Clause 35)	12 months from the date of practical Completion of the Works Under the Contract
28	Progress Claims (subclause 37.1)	

a) Times for progress claims	By the fourteenth (14th) day of each month for WUC done to the last day of the previous month
29 Unfixed plant and materials for which payment claims may be made (subclause 37.3)	N/A
30 Interest rate on overdue payments (subclause 37.5)	N/A
31 Time for <i>Principal</i> to rectify inadequate possession (subclause 39.7)	14 days
32 Arbitration and <i>Expert Determination</i> : (subclause 42.3)	
(a) Person to nominate an arbitrator or <i>Expert</i> :	Chairperson for the time being of the Chapter of the Institute of Arbitrators & Mediators Australia in New South Wales
(b) Rules for arbitration:	Rules 5-18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations
(c) Rules for expert determination:	Guidelines for Expert Determination of the Australian Commercial Disputes Centre

ANNEXURE - PART B

ANNEXURE PART B**1. Deletions**

The following clauses have been deleted from the General Conditions in AS4000-1997.

- Clause 29.2 Quality Assurance
Clause 34.8 Bonus for Early Practical Completion (optional)

2. Amendments

The following clauses from the General Conditions in AS 4000-1997 have been amended.

CLAUSE 1. INTERPRETATION AND CONSTRUCTION OF CONTRACT

The following interpretations shall be included:

Equipment means the goods to be supplied or supplied by the *Contractor* pursuant to the *Contract*;

3. Additions

The following clauses have been added to AS4000-1997:

CLAUSE 29.6. QUALITY REQUIREMENTS

The Contractor shall:

- (a) Comply with all the quality requirements as provided in the contract documents for all works under the Contract.
- (b) Ensure that each of its Subcontractors and Consultants comply in like manner.
- (c) Demonstrate to the Principal whenever required that all the quality requirements of the contract are being met.

Where inappropriate or inadequate provision of quality supervision by the Contractor or Contractor's Subcontractor results in costs, losses or damages incurred by the Principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration costs incurred by the Principal in resolving such claim.

CLAUSE 44. WORK HEALTH AND SAFETY (W H & S)

The *Contractor* shall:

- (a) Comply with all requirements of the *Contract*, Cabonne Council's Work Health and Safety Policy and Manual, and all statutory requirements for Work, Health and Safety
- (b) Ensure that each of its subcontractors and *Consultants* comply in like manner
- (c) Demonstrate to the *Principal* whenever requested that requirements of the *Contract* and statutory requirements for Work, Health and Safety are being met

- (d) Prior to the commencement of work, provide the *Principal* with certification that safety requirements of the *Contract* and statutory requirements for Work, Health and Safety are capable of being met
- (e) If the period of the contract exceeds three months the *Contractor* is to provide the *Principal* with a monthly certification that requirements of the *Contract* and statutory requirements for Work, Health and Safety are being met
- (f) The *Contractor* is to submit to the *Superintendent* an Occupational Health and Safety Management Plan to ensure compliance with relevant legislation and responsible work practices are followed. The Work, Health and Safety Management Plan shall address, but not be limited to, the following issues:
- *Contractor* WH & S policies and objectives
 - Defining responsibilities of personnel responsible for WH & S matters and their qualifications
 - Identifying and allocation of human, technical and financial resources adequate to meet the WH & S needs
 - Managing compliance with WH & S legislation regulations, standards and codes
 - Acquiring and disseminating WH & S information
 - Planning and conducting safety training, including induction for new employees
 - Developing and implementing emergency procedures
 - Assessing subcontractors' abilities to comply with WH & S requirements;
 - Ensuring compliance with safe working rules
 - Preparing work method statements
 - Verifying that work areas, work methods, materials, plant and equipment comply with safety legislation standard and codes
 - Quarantining unsafe work areas, materials, plant and equipment
 - Reporting incidents and accidents and collating accident and injury statements;
 - Investigating incidents and accidents and initiating corrective actions to eliminate or reduce risk
 - Rehabilitating injured employees.

The WH & S plan shall be submitted by the *Contractor* to the Superintendent within 7 days of acceptance of the tender and shall be used by the Superintendent to gain confidence that the *Contractor* has recognised and has the ability to meet the statutory requirements and will utilise responsible work practices.

Where inappropriate or inadequate provision of Work Health and Safety Management by the *Contractor* or *Contractor's* Subcontractor results in costs, losses or damages incurred by the *Principal* or claims by third parties against the *Principal* for either direct or consequential costs, losses or damages, the *Contractor* shall be liable for costs, losses or damages associated with any claim including but not limited to administration costs incurred by the *Principal* in resolving such claim.

CLAUSE 45. ENVIRONMENTAL SYSTEMS PLANNING

The *Contractor* shall:

- (a) Comply with all requirements of the *Contract* and statutory requirements for protection of the environment
- (b) Ensure that each of its subcontractors and *Consultants* comply in like manner
- (c) Demonstrate to the *Principal* by mutual inspection and/or documentation whenever requested that requirements of the *Contract* and statutory requirements for the protection of the environment are being met
- (d) Prior to the commencement of work, provide the *Principal* with certification that the requirements of the *Contract* and statutory requirements for the protection of the environment are capable of being met by the *Contractors'* organisation and management
- (e) If the period of the contract exceeds three months the *Contractor* is to provide the *Principal* with a monthly certification that the requirements of the *Contract* and statutory requirements for protecting the environment are being met
- (f) The *Contractor* is responsible for and must at its own cost make good any damage to the environment caused by the execution of the works.

Where inappropriate or inadequate provision of environmental management by the *Contractor* or subcontractor results in costs, losses or damages incurred by the *Principal* or claims by third parties against the *Principal* for either direct or consequential costs, losses or damages, the *Contractor* shall be liable for costs, losses or damages associated with any claim including but not limited to administration costs incurred by the *Principal* in resolving such claim.

CLAUSE 46. HOURS OF WORK

The hours of work under the *Contract* shall be limited to:

7.00am	to	5.00pm	Mondays to Fridays
7.00am	to	5.00pm	Saturdays
No Work			Sundays or Public Holidays

If, in the interests of the safety or to protect life or property the *Contractor* finds it necessary to carry out, without the prior approval of the *Superintendent*, work outside the defined hours of work, the *Contractor* shall inform the *Superintendent* in writing of the circumstances within 24 hours. Extended hours shall be a mutual agreement between the *Contractor* and the *Principal*.

ANNEXURE - PART C

ANNEXURE PART C
STATUTORY DECLARATION

I, _____
(Full name of Declarant)

of _____
(Address)

do hereby solemnly declare and affirm that:

1. I am the representative of the Contractor: _____
(Name of Contractor and ACN if applicable)

in the Office Bearer capacity of: _____
(Position Title of Declarant)

the said Contractor having a contract for: _____
(Name of Contract)

with _____ and I am in a position to know the facts attested to.
(Name of Principal)

2. All workers who have at any time been engaged by the Contractor have been paid all moneys due and payable to them in respect of their employment on work under the Contract, with the exception of the workers and the respective amounts listed below: (INSERT NAMES & ADDRESSES OF WORKERS, THE AMOUNTS OWING, AND WHETHER IN RESPECT OF WAGES, HOLIDAY PAY, ALLOWANCES, ETC).

3. All subcontractors and suppliers to the Contractor have been paid all moneys due and payable to them for the performance of work under the Contract and the supply of materials for use in work under the Contract, with the exception of the subcontractors and suppliers and the respective amounts listed below: (INSERT NAMES & ADDRESSES OF SUBCONTRACTORS AND SUPPLIERS, THE AMOUNTS OWING AND WHETHER IN RESPECT OF MATERIALS SUPPLIED, WORK PERFORMED, ETC).

4. The Contractor has been informed by each subcontractor to the Contractor by Statutory Declaration in equivalent terms to this declaration that all workers, subcontractors, and suppliers engaged by them or their subcontractors have been paid all moneys due and payable to them in respect of their work under the Contract, with the exception of the workers, subcontractors and suppliers and the respective amounts listed below. I am not aware of anything to the contrary, and on the basis of the contents of the statutory declarations provided I believe that information to be true: (INSERT NAMES & ADDRESSES, THE AMOUNTS OWING AND WHETHER IN RESPECT OF WAGES, MATERIALS, ETC).

I make this solemn declaration, as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

(Signature of Declarant)

Declared at: _____ this _____
(day month year)

before me _____
(Signature of JP or authorised person)



CABONNE COUNCIL

CONTRACT No. 1330789

LUMP SUM CONTRACT

for the

**HEAVY PATCHING ON MR310 AND MR377
IN THE CABONNE COUNCIL LGA**

SPECIFICATIONS

**PREPARED BY:
COUNCIL'S DEPARTMENT OF
TRANSPORT INFRASTRUCTURE
DATE: NOVEMBER 2021**

SPECIFICATION

CLAUSE	CONTENTS	PAGE
GENERAL REQUIREMENTS		4
TS.01	DEFINITIONS	4
TS.02	PROJECT DESCRIPTION.....	4
TS.03	LOCATION OF THE PROJECT.....	4
TS.04	SCOPE OF WORKS	4
TS.05	SPECIFICATION DOCUMENTS	5
TS.06	WORKING AREA.....	5
TS.07	ACCESS TO SITE	5
TS.08	POSSESSION OF SITE.....	6
TS.09	CONTRACTORS REPRESENTATIVE	6
TS.10	PROJECT MEETINGS.....	6
TS.11	LOCATING SERVICES.....	7
TS.12	DAMAGE TO PUBLIC PROPERTY	7
TS.13	MATERIALS SUPPLIED BY THE PRINCIPAL.....	7
TS.14	DELAYS DUE TO WET WEATHER AND FLOODING.....	7
QUALITY REQUIREMENTS		7
TS.15	QUALITY SYSTEM	7
CONSTRUCTION REQUIREMENTS		8
TS.16	GENERAL SITE CONSIDERATION.....	8
TS.17	SITE CLEARING.....	8
TS.18	EARTHWORKS	8
TS.19	PROJECT COMPLETION.....	8
ENVIRONMENTAL PROTECTION REQRUMENTS		9
TS.20	GENERAL ENVIRONMENTAL PROTECTION REQUIREMENTS	9
TS.21	STOCK PILE SITES.....	9
TS.22	DUMPING OF RUBBISH AND EXCESS MATERIAL.....	9

TS.23	RESTORATION OF DISTURBED GROUND	10
WORK HEALTH AND SAFETY REQUIREMENTS		10
TS.24	WORK HEALTH AND SAFETY	10
INSURANCE REQUIREMENTS		12
TS.25	INSURANCE OF THE WORKS	12
TS.26	PUBLIC LIABILITY OF INSURANCE	13
TS.27	OTHER INSURANCES.....	13
TS.28	INSURANCE OF EMPLOYEES.....	14
TS.29	INSPECTION AND PROVISIONS OF INSURANCE POLICIES.....	14

GENERAL REQUIREMENTS

TS.01 DEFINITIONS

1. The following definitions shall be used:

- **Project Manager** - Council appointed officer responsible for the management of the project.

Definitions

TS.02 PROJECT DESCRIPTION

1. The Contract involves the supply of full service to complete heavy patching on MR310 and MR377 within the Cabonne Council Local Government Area.

Description

TS.03 LOCATION OF THE PROJECT

1. The location of the project is:

- Cabonne Council Local Government Area. Shown in the location map in Information for Tenderers: - **1. Project Identification and Description.**

Location

TS.04 SCOPE OF WORKS

1. The works are to include, but not be limited to, the following works:

The contract is for all aspects of pavement heavy patching with in-situ stabilisation method, which includes:

Scope of Works

- a) Rip the existing pavement and spread binder with spreader unit at defined rate.
- b) Binder is generally a mix of 70% Slag/30% Lime which is supplied and spread by the Contractor. Binder is to be spread at a rate of 2% per cubic metre of mix. In-situ stabilising with purpose-built stabiliser at 200 mm deep, eight (8) kg per m² for State Roads MR310 and MR377.
- c) Add granular material to compensate for compaction shrinkage if required, to be determined onsite with Council.

The necessity of mixing with imported material and rate of mix is determined by the Contractor. In this case, the imported material will be road base type material which is supplied and carted by the Contractor.

- d) Control moisture content.
- e) Compact, shape and trim pavement.

- f) Testing as required by specifications (i.e. compaction trial patch to be done to determine methodology, patch to be greater than 200m² results to be greater than 100%, level control test, etc.)
- g) Supply and application of a 14/7 mm C240 2 coat seal
- h) Supply and application of a line marking
- i) Traffic guidance scheme including after care.

TS.05 SPECIFICATION DOCUMENTS

1. All works under the contract shall be executed in accordance with relevant current Transport for New South Wales (TfNSW) Specification M250, R145, G10, G22, G36 Australian Standards, Council requirements and industry best practice, based on current documentation at date of calling for tender submissions. If there is discrepancy in the Standards, TfNSW specifications will take precedence.

Documents

TS.06 WORKING AREA

1. The working area available to the Contractor during construction of the works under this Contract is on MR310 and MR377 within the Cabonne Council LGA shown on the location map in Information for Tenderers: - **1. Project Identification and Description.**
2. If further clearing of the site is required, approval must be gained from the Principal.
3. If at any time the fences in the working area are damaged the Contractor will be responsible for any cost associated with damage restoration and or fines imposed.

Working Area

Damage to Fences

TS.07 ACCESS TO SITE

1. The Contractor shall be responsible for the maintenance of roadways required on the worksite to undertake the work under the Contract.
2. The Contractor shall be responsible for the safe movement of traffic and pedestrians into and out of the working area in accordance with TfNSW G10.
3. The Contractor will be responsible for site inductions. All workers / people deemed necessary will be given a site induction and have their names added to the register, if required with the Contractors WH&S Management Plan.

Maintenance of roadways within site area

Movement of traffic

Site inductions

TS.08 POSSESSION OF SITE

- | | |
|---|--|
| <p>1. The time for giving possession of site for establishment of the Contractor’s facilities only is from the date of execution of the Formal Instrument of Agreement.</p> | <p><i>Formal Instrument of Agreement</i></p> |
| <p>2. Possession shall be denied to the remainder of the site to allow for:</p> <ul style="list-style-type: none"> • Submission of the Construction Programme • Release of the Hold Point for the Project Work Health & Safety (WHS) Management Plan • Release of the Hold Point for the Contractor’s Environmental Management Plan and • Submission of the Project Quality Plan. • Submission of all relevant 900 Series Compliance Checklist • Submission of the Insurance of the Works | <p><i>Possession to be withheld</i></p> |

TS.09 CONTRACTORS REPRESENTATIVE

- | | |
|---|--|
| <p>1. The Contractor shall provide a Representative on the site at all times during which any activities relating to the execution of the Works under the Contract are taking place and, if required by the Principal, at such other times and at such other places at or in which any activities relating to the execution of the Works under the Contract are taking place.</p> | <p><i>Contractors Representative</i></p> |
| <p>2. The Representative shall have a minimum of five years of proven and demonstrated contract management experience including programming of works and engagement and management of subcontractors.</p> | <p><i>Technical Requirement for Representative</i></p> |

TS.10 PROJECT MEETINGS

- | | |
|--|-----------------------------------|
| <p>1. The Project Manager and the Contractor shall hold a minuted meeting each fortnight, to cover such issues as</p> <ul style="list-style-type: none"> • Progress in relation to the works program. • Any Project Manager directions to the Contractor • Other as required. | <p><i>Agenda for meetings</i></p> |
| <p>2. The Project Manager shall keep a written record of these meetings. A copy of the minutes shall be sent to all attendees.</p> | <p><i>Minutes of meeting</i></p> |
| <p>3. Where no meeting is held this, needs to be formally recorded along with the reasons for not holding the meeting.</p> | |

TS.11 LOCATING SERVICES

- 1. It is the Contractor’s responsibility in Consultation with the relevant assets owners to locate all services. The Contractor is to contact “Dial Before You Dig” and other concerned asset owners to locate the services. *Contractors responsibility*
- 2. Council shall in no way be responsible for locating services on public or private property. *Council not liable*

TS.12 DAMAGE TO PUBLIC PROPERTY

- 1. If during construction any public utility is damaged it is to be repaired by the appropriate authority at the Contractors cost. *Damage to Public Property*
- 2. Where existing services must be interrupted to enable carrying out of the works such interruption shall be at a time agreed by the superintendent. Organise with the responsible servicing authority so that the interruption shall be for the minimum practical time. Give notices of the interruption to all the affected parties. *Interruption of Services*

TS.13 MATERIALS SUPPLIED BY THE PRINCIPAL

- 1. No materials shall be supplied by the Principal. *Materials supplied by the Principal*

TS.14 DELAYS DUE TO WET WEATHER AND FLOODING

- 1. Notwithstanding anything to the contrary in the Contract, all costs arising from delays to the completion of the Works due to wet weather and its consequences shall be borne by the Contractor. *Wet weather days*
- 2. The Contractor shall make every endeavour to reschedule construction activities to minimise all wet weather or flooding delays to the Works over the contract period. The Principal shall be entitled to take into account the Contractor’s endeavours to mitigate such delays when assessing claims against extensions of time. *Mitigation of wet weather delays*
- 3. Should the Pricipal direct a suspension of the whole or any part of the Works during prolonged flooding delays, the time of such suspension shall not qualify as “Excessive wet weather delay”. Entitlement to payment in such circumstances shall be determined by the Superintendent. *Loss of time due to flooding*

TS.15 QUALITY SYSTEM

- 1. The Contractor shall plan, establish, document and maintain a Quality System, which conforms to the requirements of the Contract access to the Contractor’s and Sub *Required*

Contractor's quality systems for monitoring and quality auditing the quality system.

*Manual to
Support
Contract
Requirements*

2. The Quality System proposed by the Contractor and Sub Contractors shall be used as an aid to achieve compliance with the requirements of the Contract and to document such compliance

CONSTRUCTION REQUIREMENTS

TS.16 GENERAL SITE CONSIDERATION

1. Time for Completion

- The works under the contract shall be completed on or before **29 April 2022**.

*Contract
Period*

TS.17 SITE CLEARING

- The Contractor shall remove everything on or above the site surface including rubbish, scrap, grass, vegetable matter and organic debris, scrub, trees, timber, stumps, boulders and rubble.
- The Contractor shall remove cleared and grubbed material from the site.

*Clearing and
grubbing*

*Disposal of
material*

TS.18 EARTHWORKS

- The Contractor shall carry out all excavation works necessary to allow the construction of the new works at his own expense. The Contractor shall arrange and bear all costs and charges required for compliance with any Authority having jurisdiction over the works for such aspects as disconnection of services, temporary services and continuation of supply.

*General
required*

TS.19 PROJECT COMPLETION

1. Site Clean Up

- On completion of all work all excess materials and soils must be removed

from the site to the satisfaction of the Principal.

Site clean up

- All disturbed grass areas to be reinstated to the satisfaction of the Principal.
- All temporary fences and signage to be removed and any damaged areas to be made good.
- All damaged areas must be repaired to the same condition or better as they were prior to the works commencing and to the Principal's satisfaction.

2. Practical Completion

- The Contractor is to apply for a certificate of practical completion no later than 14 days prior to the expected date of practical completion.
- Prior to practical completion being awarded the Principal and the Contractor are to conduct a joint site inspection to determine if all works as per the approved design and specifications are completed.
- If completed works are not satisfactory, then the Contractor will be issued notice under the contract works, stating the non-compliant items and be given 14 days to complete or rectify the works as appropriate.

Certificate of practical completion

ENVIRONMENTAL PROTECTION REQUIREMENTS

TS.20 GENERAL ENVIRONMENTAL PROTECTION REQUIREMENTS

1. The Contractor shall be responsible for ensuring that all works comply with all relevant regulations relating to the protection of the environment.

Contractors responsibilities

TS.21 STOCK PILE SITES

1. The Contractor shall ensure that stockpile sites are not located in or near areas susceptible to overland runoff such as creeks and gullies.
2. No material shall be stockpiled on public land without the approval of the Project Manager.

*Location of stockpile
Stockpiles on Public Land*

TS.22 DUMPING OF RUBBISH AND EXCESS MATERIAL

1. All debris and excess material from the works shall be transported to the approved landfill site.
2. No debris or excess material shall be dumped on private property without the

Dumping of rubbish

Approval of

approval of the Project Manager.

*Project
Manager*

TS.23 RESTORATION OF DISTURBED GROUND

- 1. The Contractor shall restore all ground disturbed by the works to a standard similar or better than that prior to the commencement of the work.
- 2. On completion of the project, the site office and any security fencing must be totally removed. If the site office is on private property, the Contractor will need to obtain from the property owner a letter indicating that they are satisfied with the condition that the site has been left in.
- 3. The Project Manager shall be the final arbiter of the quality of the restoration.

*General
required*

*Removal of
site office*

*Project
Manager as
final arbiter*

WORK HEALTH AND SAFETY REQUIREMENTS

TS.24 WORK HEALTH AND SAFETY

- 1. The following Safety Standards shall apply for the Works:
 - Work Health and Safety Act 2011 and relevant Codes and Regulations.
 - Work Health and Safety Regulations 2017 & related Codes and Practice as well as:
 - a) The Contractor shall implement a training program for all personnel working on the Works under this Contract, including any Sub Contractors personnel, and satisfy the requirements of Workl Health and Safety legislation.
 - b) The Contractor must ensure that all personnel and Sub Contractors engaged on activities associated with the project adopt safe work practices
 - c) The Contractor must ensure that the Sub Contractors fulfils all requirements of the Work Health and Safety Act and all relevant [State] Work Cover Authority Regulations. The Contractor shall ensure that work is carried out in a safe manner for the safety of the work force and general public alike. The Contractor must detail how WH&S issues and training will be handled during the construction of the Works.
- 2. The Contractor must comply with and ensure that it’s employees, subcontractors and agents comply with any Acts, Regulations, Local Laws and By-Laws, Codes of

*General
requirements*

- Practice, Australian Standards, Councils' WH & S document, policies and procedures, which are in any way applicable to this contract or the performance of the services under this contract. **Legislation**
3. The Contractor shall prepare and implement a Project Work Health and Safety Management Plan. **WHS Plan**
4. It is a policy of Council that all Contractors, Sub Contractors, Consultants and agents who undertake works for or on behalf of Council comply with the requirements of the Cabonne Council WH&S Manual and Policies. **Council WH&S Handbook**
5. All Contractor and Sub-Contractor employees will be required to attend a CENTROC WHS induction prior to the commencement of the works. Employees who have completed the CENTROC induction since 2014 are not required to redo. Employees will need to provide proof of attendance. **CENTROC Induction**

INSURANCE REQUIREMENTS**TS.25 INSURANCE OF THE WORKS (GENERAL CONDITIONS OF CONTRACT AS 4000-1997-CLAUSE 16)**

The Alternative in *Item 20(a)* applies.

Alternative 1: Contractor to insure

(1) Before commencing *WUC*, the *Contractor* must insure all the things referred to in subclause 14.1 against loss or damage resulting from any cause until the *Contractor* ceases to be responsible for their care.

(2) Without limiting the generality of the obligation to insure, such insurance must cover the *Contractor's* liability under subclause 14.2 and things in storage off *site* and in transit to the *site* but may exclude:

(a) the cost of making good fair wear and tear or gradual deterioration, but will not exclude the loss or damage resulting therefrom;

(b) the cost of making good faulty design, workmanship and materials, but will not exclude the loss or damage resulting therefrom;

(c) consequential loss of any kind, but will not exclude loss of or damage to *the Works*;

(d) damages for delay in completing or for the failure to complete *the Works*;

(e) loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause;

(f) loss or damage resulting from the *excepted risks* referred to in paragraphs (2) and (3) of subclause 14.3(3).

(3) The insurance cover must be for an amount not less than the aggregate of the:

(a) *contract sum*;

(b) provision in *Item 20(b)* to provide for costs of demolition and removal of debris;

(c) provision in *Item 20(c)* for *consultants' fees*;

(d) value in *Item 20(d)* of any materials or things to be supplied by the *Principal* for the purposes of *WUC*;

(e) the minimum value required by law in respect of asbestos liability; and

(f) additional amount or percentage in *Item 20(e)* of the total of the items referred to in sub-paragraphs (a) to (e) of this paragraph.

Insurance must be in the joint names of the parties, must cover the parties and all *subcontractors* whenever engaged in *WUC* for their respective rights,

interests and liabilities and, except where the *Contract* otherwise provides, must be with an insurer and on terms approved in writing by the *Principal* (which approval will not be unreasonably withheld).

The insurance must be maintained until the *Contractor* ceases to be responsible under subclause 14.1 for the care of anything.

TS.26 PUBLIC LIABILITY INSURANCE (GENERAL CONDITIONS OF CONTRACT AS 4000-1997-CLAUSE 17)

(1) Before commencing WUC, the Contractor must effect and maintain for the duration of the Contract, a public liability policy.

(2) The policy must:

(a) be an occurrence based policy in the joint names of the parties;

(b) cover the:

(i) respective rights and interests; and

(ii) liabilities to third parties,

of the parties, the Superintendent and subcontractors from time to time, whenever engaged in WUC;

(c) cover the parties' respective liability to each other for loss or damage to property (other than property required to be insured by clause 16) and the death of or injury to any person including mental illness (other than liability which the law requires to be covered under a workers compensation insurance policy);

(d) be endorsed to cover the use of any construction plant not covered under a comprehensive or third party motor vehicle insurance policy;

(e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in Item 21(b); and

(f) be with an insurer and otherwise on terms approved in writing by the Principal (which approval must not be unreasonably withheld).

TS.27 OTHER INSURANCES (GENERAL CONDITIONS OF CONTRACT AS 4000-1997-CLAUSE 17B)

Construction Plant Insurance

Before commencing *WUC*, the *Contractor* must effect and have in place insurance in relation to *construction plant* it brings to the *site*:

(1) with insurers and on terms satisfactory to the *Principal*; and

(2) in an amount not less than necessary to provide cover for loss or damage for replacement value.

Motor Vehicle Insurance

The *Contractor*, at its cost, must effect and maintain or cause to be effected and maintained motor vehicle insurance covering all vehicles relevant to the performance of the *Contractor's* obligations under the *Contract*, and whether registered or capable of being registered, with respect to the *Contractor's* liability to the *Principal* pursuant to the indemnity provisions, including:

- (1) compulsory third party motor vehicle insurance; and
- (2) third party property damage and (in addition to the *public liability policy* required under the *Contract*) personal injury (including mental illness) or death.

TS.28 INSURANCE OF EMPLOYEES (GENERAL CONDITIONS OF CONTRACT AS 4000-1997-CLAUSE 18)

18.1 Contractor must insure

Before commencing WUC, the Contractor must insure against statutory and common law liability for death of or injury to persons employed by the Contractor. The insurance cover must be maintained until completion of all WUC.

18.2 Terms of the policies

Where permitted by law, the insurance policy or policies must be extended to provide indemnity for the Principal's statutory liability to the Contractor's employees.

18.3 Subcontractor's insurance

The Contractor must ensure that all subcontractors have similarly insured their employees.

TS.29 INSPECTION AND PROVISIONS OF INSURANCE POLICIES (GENERAL CONDITIONS OF CONTRACT AS 4000-1997-CLAUSE 19)

19.1 Proof of insurance

(1) Before the Contractor commences WUC and whenever requested in writing by the Principal, the Contractor must provide satisfactory evidence of the insurance the Contractor is required to effect and maintain.

(2) Insurance must not limit liabilities or obligations under other provisions of the Contract.

19.2 Failure to produce proof of insurance

If after being so requested, the Contractor fails promptly to provide satisfactory evidence of compliance, then without prejudice to other rights or remedies, the Principal may insure and the cost thereof will be certified by the Superintendent as moneys due and payable from the Contractor to the Principal. The Principal may refuse payment until such evidence is produced by the Contractor.

19.3 Notices from or to insurer

The Contractor must ensure that each insurance policy contains provisions acceptable to the Principal which:

- (1) requires the insurer to inform both parties, whenever the insurer gives the Contractor or a subcontractor a notice in connection with the policy;
- (2) provides that a notice of claim given to the insurer by either party, the Superintendent, or a subcontractor will be accepted by the insurer as a notice of claim given by both parties, the Superintendent and the subcontractor; and
- (3) requires the insurer, whenever the Contractor fails to maintain the policy, promptly to give written notice thereof to both parties and prior to cancellation of the policy.

19.4 Notices of potential claims

A party must, as soon as practicable, inform the other party in writing of any occurrence that may give rise to a claim under an insurance policy required by the Contract and must keep the other party informed of subsequent developments concerning the claim. The Contractor must ensure that subcontractors in respect of their operations similarly inform the parties.

19.5 Settlement of claims

Upon settlement of a claim under the insurance required by clause 16:

- (1) to the extent that reinstatement has been the subject of a payment or allowance by the Principal to the Contractor, if the Contractor has not completed such reinstatement, insurance moneys received must, if requested by either party, be paid into an agreed bank account in the joint names of the parties. As the Contractor reinstates the loss or damage, the Superintendent will certify against the joint account for the cost of reinstatement; and
- (2) to the extent that reinstatement has not been the subject of a payment or allowance by the Principal to the Contractor, the Contractor is entitled immediately to receive from insurance moneys received, the amount of such moneys so paid in relation to any loss suffered by the Contractor.

19.6 Cross liability

Any insurance required to be effected in joint names in accordance with the Contract must include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to the

overall sum insured not being increased thereby).

19.7 Payment of Excesses

The excess, as quoted in the insurance policies required to be taken out by the Contractor, is the responsibility of, and must be paid by, the Contractor on demand unless the claim for which the excess applies relates to the acts or omissions of the Principal, or employees or agents of the Principal.

Any excess payable but unpaid by the Contractor will be treated as a debt due and payable from the Contractor to the Principal or may be deducted by the Principal from any monies which may be payable by the Principal to the Contractor or from any security provided under the Contract.



CABONNE COUNCIL

CONTRACT No. 1330789

LUMP SUM CONTRACT

for the

**HEAVY PATCHING ON MR310 AND MR377
IN THE CABONNE COUNCIL LGA**

TENDER SUBMISSION DOCUMENTS

**PREPARED BY:
COUNCIL'S DEPARTMENT OF
TRANSPORT INFRASTRUCTURE
DATE: NOVEMBER 2021**

NOMINATION OF REQUIRED TENDER SUBMISSIONS

All Submitted information will be treated as confidential

TENDER FORMS AND DECLARATIONS

1. Tender Form
2. Lump Sum Tender Form
3. Bill of Quantities
4. Tenderer's Particulars - Personnel
5. Register of Tenderer's Subcontractors and Suppliers
6. Major Machinery and Equipment
7. Statutory Declaration on Non-Collusive Tender Submission
8. Acquaintance with Site
9. Receipt of Addenda
10. Statement of Conformance

INSTRUCTION TO TENDERER

The Tenderer shall complete in full and submit the forms in numerical order listed above. The completed forms, declarations and required information shall comprise the Tender Submission Documents. **Initial and date each form at the bottom right-hand side of each page.**

COMPLETION OF DOCUMENTS

The omission of / failure to complete the forms listed above may, at the absolute discretion of the Principal, result in a nonconforming tender and be subject to rejection.

TENDERER'S ACKNOWLEDGMENT

Contract: Heavy Patching on MR310 and MR377 in the Cabonne Council LGA

Contract No: 1330789

Date: _____

Signature of Tenderer: _____

TENDER SUBMISSION FORM 1

TENDER FORM

The Tenderer must complete and submit with Tender submission.
All Submitted information will be treated as confidential

I, _____ (Print name)

of _____

_____ (Address)

on this _____ day of _____, Year _____

having fully acquainted myself with the Conditions of Tender and accordingly the obligations and responsibilities of the Contract do hereby tender to perform the work described below:

Contract: Heavy Patching on MR310 and MR377 in the Cabonne Council LGA

Contract No: 1330789

as invited by: CABONNE COUNCIL, in accordance with the following documents.

Conditions of Contract

Information for Tenderers

Heavy Patching Scoping Sheet – MR310 and MR377

Specifications – TfNSW M250, TfNSW G10, TfNSW G22 and TfNSW G36

Tender Submission Documents+

Addendum (if any)

By submitting this Tender, the Tenderer warrants and represents that the Tenderer has made their own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect the Tender price. The Tenderer warrants and represents that it has included for all such risks and contingencies in the Submission.

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

TENDER SUBMISSION FORM 1 continued

Signature of Tenderer: _____

Phone and facsimile numbers: _____

Subscribed and declared this: _____ Day of _____ Year _____

Before me: _____ (Print name)

Witness: _____ (Signature)

Referees

Name	Position	Telephone No
1.		
.....		
2.		
.....		

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

TENDER SUBMISSION FORM 2

LUMP SUM TENDER FORM

The Tenderer must complete and submit with tender.
All Submitted information will be treated as confidential

The Tenderer shall complete all or part of the following information in accordance with their Tender Submission. Amounts specified for these Lump Sum amount shall equal the extended totals from the relevant Bill of Quantities.

All amounts shall be inclusive of GST.

Tender Submission Form	Description	Lump Sum Amount (Including GST)
3	All Works under Contract – Separable Portion 1 (SP1)	
3	All Works under Contract – Separable Portion 2 (SP2)	

Signature of Tenderer: _____

Phone Number: _____ Fax Number: _____

Subscribed and declared this: _____ Day of _____ (Year) _____

Before me: _____ (Print name)

Witness: _____ (Signature)

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date	

TENDER SUBMISSION FORM 3

BILL OF QUANTITIES – ALL WORKS UNDER CONTRACT

1. The quantities shown are estimated quantities only and are not to be taken as correct quantities of work to be carried out.
2. **All prices and rates shall be GST exclusive.**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
------	-------------	------	-----	------	--------

Heavy Patching on MR310 and MR377 in the Cabonne Council Local Government Area					
SEPARABLE PORTION 1 (SP1) – MR377					
1	Preliminaries – MR377	Item	1		
2	Stabilisation – MR377 Payment includes costs associated with the following construction processes according to TfNSW M250 Specification: <ol style="list-style-type: none"> a. Rip the pavement b. Applying binder / stabilising agent and dry mix c. In place mixing, add moisture and wet mix d. Control of moisture content e. Spread, shape, compact and final trim pavement 	m ²	14,112		
3	Supply of stabilising agent according to TfNSW M250 Specification – MR377 Binder is composed of 70% Slag and 30% Lime. Rate of application is 2% @ 200mm depth (8kg/m ²)	Tonne	113		
4	Supply and apply prime seal 14mm aggregate according to TfNSW M250 Specification – MR377	m ²	14,112		
5	Supply and apply final seal 7mm aggregate according to TfNSW M250 Specification – MR377	m ²	14,112		
6	Supply traffic guidance scheme (TGS) including after care according to TfNSW G10 Specification – MR377	Item	1		
7	Conformance Testing according to TfNSW M250 Specification – MR377	Item	1		

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

8	Supply and apply line marking according to TfNSW R145 Specification – MR377	Item	1		
9	Supply and spread imported road base material to a depth of 40mm if required (PROVIDE RATE ONLY)	m ²			
Subtotal (Excl. GST)					
GST					
TOTAL LUMP SUM CONTRACT PRICE (Incl. GST) – SEPARABLE PORTION 1 (SP1)					

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
------	-------------	------	-----	------	--------

Heavy Patching on MR310 and MR377 in the Cabonne Council Local Government Area					
SEPARABLE PORTION 2 (SP2) – MR310					
1	Preliminaries – MR310	Item	1		
2	Stabilisation – MR310 Payment includes costs associated with the following construction processes according to TfNSW M250 Specification: <ul style="list-style-type: none"> a. Rip the pavement b. Applying binder / stabilising agent and dry mix c. In place mixing, add moisture and wet mix d. Control of moisture content e. Spread, shape, compact and final trim pavement 	m ²	8160		
3	Supply of stabilising agent according to TfNSW M250 Specification – MR310 Binder is composed of 70% Slag and 30% Lime. Rate of application is 2% @ 200mm depth (8kg/m ²)	Tonne	66		
4	Supply and apply prime seal 14mm aggregate according to TfNSW M250 Specification – MR310	m ²	8160		
5	Supply and apply final seal 7mm aggregate according to TfNSW M250 Specification – MR310	m ²	8160		
6	Supply traffic guidance scheme (TGS) including after care according to TfNSW G10 Specification – MR310	Item	1		
7	Conformance Testing according to TfNSW M250 Specification – MR310	Item	1		
8	Supply and apply line marking according to TfNSW R145 Specification – MR310	Item	1		
9	Supply and spread imported road base material to a depth of 40mm if required (PROVIDE RATE ONLY)	m ²			
Subtotal (Excl. GST)					
GST					
TOTAL LUMP SUM CONTRACT PRICE (Incl. GST) – SEPARABLE PORTION 2 (SP2)					

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

TENDER SUBMISSION FORM 4

TENDERER'S PARTICULARS - PERSONNEL

The Tenderer must complete and submit with tender
All Submitted information will be treated as confidential

Provide the names of the Project Manager and Site Manager or Responsible Officer in the event of a winning tender.

1. Contractor Project Manager _____

Name	Company Role	Estimated Time Commitment (%)	Years Experience	
			In current firm	prior

Work responsibilities for this Project:

2. Contractor Site Manager _____

Name	Company Role	Estimated Time Commitment (%)	Years Experience	
			In current firm	prior

Work responsibilities for this Project:

3. Contractor Site Supervisor _____

Name	Company Role	Estimated Time Commitment (%)	Years Experience	
			In current firm	prior

Work responsibilities for this Project:

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

TENDER SUBMISSION FORM 5

REGISTER OF TENDERER'S SUBCONTRACTORS AND SUPPLIERS

The Contractor must complete and submit with Tender submission
All Submitted information will be treated as confidential

The Tenderer is instructed to compile a listing below of all Selected Subcontractors and Suppliers which the Tenderer expects to use to execute the Works under the terms of this Contract.

Supplier or Contractor	Telephone No.	Description of work or materials
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
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Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

TENDER SUBMISSION FORM 6

MAJOR MACHINERY AND EQUIPMENT

The Tenderer must complete and submit with Tender submission
All Submitted information will be treated as confidential

The Tenderer is instructed to compile a listing below of all Major Equipment and Machinery proposed to execute the Works under the terms of this Contract.

Make / Model	Description	Year of Manufacture	Owned or Leased
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
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TENDER SUBMISSION FORM 7

STATUTORY DECLARATION ON NON-COLLUSIVE TENDER DECLARATION

The Tenderer must complete and submit with Tender submission
All Submitted information will be treated as confidential

I, _____ (Print name),

of _____ (Address),

do hereby solemnly declare and affirm the following;

1. I, after having made due inquiry believe the following to be completely accurate to the best of my knowledge.
2. Neither the Tenderer nor the Tenderers Agents or Servants have entered into any contract or agreement to offer payment of any kind to a representative of the Principal in the event of a winning tender.
3. Neither the Tenderer nor the Tenderers Agents or Servants have had any knowledge of the price of Tender submitted by its competitors nor did the Tenderer furnish the price of the enclosed tender to any external source prior to the close of the tender date as specified within this Contract.
4. Neither the Tenderer nor the Tenderers Agents or Servants have entered into any contract or agreement to offer payment of any kind to an unsuccessful Tenderer in the event of a winning submission.
5. The Tenderer is not aware of any facts which would affect the decision of the Principal in accepting the Tender nor has the Tenderer attempted to acquire information relevant to the Tenderer award process by soliciting the Principal, the Superintendent or their Representative's Agents or Servants.
6. Neither the Tenderer nor the Tenderers Agents or Servants have entered into any agreement with other Tenderers or third party which results in a payment of unsuccessful Tender fees.
7. The contents of this document are true and correct to the best of my knowledge and in no way have been written under duress of any form.

I make this solemn declaration as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Tenderer: _____

Subscribed and declared at: _____

This: _____ **Day of** _____ **Year** _____

Before me: _____ (Print name)

Witness: _____ (Signature)

(Justice of the Peace or authorised person)

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

TENDER SUBMISSION FORM 8

ACQUAINTANCE WITH SITE

The Tenderer must complete and submit with tender
All Submitted information will be treated as confidential

This form shall be signed by the Tenderer as a guarantee to the Principal that the Tenderer has undertaken a site inspection without direction of the Principal so as to be fully acquainted with the physical characteristics of the site.

Site Description: MR310 and MR377 within Cabonne Council LGA

DECLARATION OF SITE INSPECTION

I, _____, of the Tendering Organisation _____

have, of my own accord, conducted an inspection of the aforementioned site and in doing so I have acquired a sound knowledge of the physical characteristics of the site and any consequential procedures and processes that may arise as a result of any environmental or geographical constraints or conditions and in doing so have abided by all National, State, and Council regulations, legislation and bylaws.

The Tenderer understands that it is the responsibility of the Tendering Organisation to inform all personnel, agents and Subcontractors of the Tendering Organisation of all information pursuant to the preceding paragraph.

Name: _____

Signature: _____

Date: _____

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

TENDER SUBMISSION FORM 9**RECEIPT OF ADDENDA**

The Tenderer must complete and submit with tender
All Submitted information will be treated as confidential

The Tenderer is to acknowledge that it received the addenda listed below during the tender period and that the tender has been prepared having regard to these addenda.

Addenda No.	Brief Description (eg. Specification Page No, Clause No, Schedule No)	Date Received

This Tender has been prepared having regard to the addenda listed above.

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

TENDER SUBMISSION FORM 10

STATEMENT OF CONFORMANCE

The Tenderer must complete and submit with tender
 All Submitted information will be treated as confidential

The Tenderer is to signify whether or not the submitted Tender conforms with the requirements of the Tender Documents by striking out below ** that which is not applicable.

This Tender **** does / does not **** conform.

Should the Tender not conform with the requirements of the Tender Documents, the Tenderer shall list below all areas of non-conformance and the reasons for such non-conformance and shall value * each such non-conformance so that in the event of the non-conformance being deemed unacceptable, the Contract sum can be adjusted accordingly. If the non-conformances are not priced and are deemed to be unacceptable, the tender may not be further considered.

Area of Non-Conformance and Reason	* Value of Non-Conformance (\$)

Contract	Heavy Patching on MR310 and MR377 in the Cabonne Council LGA		
Contract Number	1330789	Tenderer to Complete	
Council	Cabonne Council	Tenderer's Initial	
Submission Date	12.00 noon Wednesday, 15 December 2021	Date Submitted by Tenderer	

INSTRUMENT OF AGREEMENT

This instrument shall be completed by Principal and Contractor after acceptance of the tender.
It is included here for the Tenderer's information.

This form comprises a binding Contractual Agreement between:

CABONNE COUNCIL (Principal) and (Contractor)

to faithfully execute the whole of the Works as set out in the documents below for the

Contract: Heavy Patching on MR310 and MR377 in the Cabonne Council LGA

Contract No: 1330789

Within the Area of Cabonne Council

in accordance with: Tenderers' Tender dated and
Letter of Acceptance dated

Contractual Document Parts Include

Conditions of Contract { The General Conditions of Contract AS 4000-1997
{ Annexure to the General Conditions of Contract

Heavy Patching Scoping Sheet – MR310 and MR377

Specifications – TfNSW M250, TfNSW R145, TfNSW G10, TfNSW G22 and TfNSW G36

Tender Submission Documents

Addendums (if any)

The Principal does not guarantee that information provided as additional to the Contract Documents to assist the Tenderer in the preparation of the tender is accurate or complete and the Tenderer must make their own assessment as to the validity of the information.

Name of Contractor: _____

Signature of Contractor: _____ **Date:** _____

Address: _____

Witness: _____ (Signature)

Signed for and on behalf of Cabonne Council.

.....
General Manager

.....
Witness

.....
Name of General Manager (print)

.....
Name of Witness (print)

.....
Date

.....
Date



CABONNE COUNCIL

CONTRACT No. 1330789

LUMP SUM CONTRACT

for the

**HEAVY PATCHING ON MR310 AND MR377
IN THE CABONNE COUNCIL LGA**

APPENDIXES

**PREPARED BY:
COUNCIL'S DEPARTMENT OF
TRANSPORT INFRASTRUCTURE
DATE: NOVEMBER 2021**

CONTENTS

APPENDIX - A - HEAVY PATCHING SCOPING SHEET-MR310 AND MR377

HEAVY PATCHING - FIELD INSPECTION DETAILED FORM (VISUAL INSPECTION)

Road No **MR310** Shire **Cabonne** Inspection Date **9/9 to 17/9/21** Version October 2012
 From **All Segment** To **Present**

Priority	Area (m2)	Nominal Unit Rate \$/m2	Total cost \$	Typical Scheduling	Guide note on Priority for Treatment
One Urgent	6792		\$ -	Make safe as soon	Mandatory intervention standards exceeded.
Two Very High	1368		\$ -	Within 6 months	Distress is at least 50% of Mandatory intervention OR exceeds Supplementary
Three High	0		\$ -	Within 1 year	Any distress that is expected to reach intervention within next 2 years AND is
Four Medium	0		\$ -	Within 2 years	Distress is at least 25% of Mandatory intervention OR exceeds Supplementary
Five Low	0		\$ -	Within 2 years	Any distress that is expected to reach intervention within next 2 years AND is
Total	8160		\$ -		

Always document work in the same direction as segments Insert extra lines if insufficient space. Do not create a second page for the same road Delete incorrect data - never reduce row height to zero

Seg No.	Direction (e.g NB, EB, SB, WB or FW etc)	LOCATION AND PATCH SIZE			PRIORITY FOR TREATMENT Place X in one column (only)					COMMENTS	
		Chainage (from start of segment)	Length (m)	Width (m)	Area (m2)	Urgent (Pr. 1)	Very High (Pr. 2)	High (Pr. 3)	Medium (Pr. 4)		Low (Pr. 5)
4530	SB	450.000	20	4.8	96	X					
	FW	500.000	40	9.6	384	X					
	NB	730.000	30	4.8	144	X					
4540	FW	1110.000	40	9.6	384		X				
4545	FW	290.000	80	9.6	768	X					
	SB	370	30	4.8	144	X					
4545	FW	290.000	80	9.6	768	X					
4565	FW	1300.000	100	9.6	960	X					
4570	SB	190.000	40	4.8	192	X					
4610	FW	1250	80	4.8	384	X					
	SB	1410	40	4.8	192	X					
	SB	1540	40	4.8	192	X					
4615	FW	0	80	9.6	768		X				
	FW	610	40	9.6	384	X					
	SB	1320	20	4.8	96	X					
4650	FW	360	50	9.6	480	X					
	SB	750.000	15	4.8	72	X					
	FW	980.000	110	9.6	1056	X					
4655	FW	0.000	50	9.6	480	X					
	SB	740.000	45	4.8	216		X				
					0						
					0						
Total					8160	6792	1368	0	0	0	(m2)

Priority	Area (m2)	Nominal Unit Rate \$/m2	Total cost \$	Typical Scheduling	Guide note on Priority for Treatment
One Urgent	6792		\$ -	Make safe as soon	Mandatory intervention standards exceeded.
Two Very High	1368		\$ -	Within 6 months	Distress is at least 50% of Mandatory intervention OR exceeds Supplementary
Three High	0		\$ -	Within 1 year	Any distress that is expected to reach intervention within next 2 years AND is
Four Medium	0		\$ -	Within 2 years	Distress is at least 25% of Mandatory intervention OR exceeds Supplementary
Five Low	0		\$ -	Within 2 years	Any distress that is expected to reach intervention within next 2 years AND is
Total	8160		\$ -		

HEAVY PATCHING - FIELD INSPECTION DETAILED FORM (VISUAL INSPECTION)

Road No **MR377** Shire **Cabonne** Inspection Date **9/09/2021** Version October 2012
 From **All Segments** To **Present**

Priority	Area (m2)	Nominal Unit Rate \$/m2	Total cost \$	Typical Scheduling	Guide note on Priority for Treatment
One Urgent	12168		\$ -	Make safe as soon	Mandatory intervention standards exceeded.
Two Very High	1944		\$ -	Within 6 months	Distress is at least 50% of Mandatory intervention OR exceeds Supplementary
Three High	0		\$ -	Within 1 year	Any distress that is expected to reach intervention within next 2 years AND is
Four Medium	0		\$ -	Within 2 years	Distress is at least 25% of Mandatory intervention OR exceeds Supplementary
Five Low	0		\$ -	Within 2 years	Any distress that is expected to reach intervention within next 2 years AND is
Total	14112		\$ -		

Always document work in the same direction as segments Insert extra lines if insufficient space. Do not create a second page for the same road Delete incorrect data - never reduce row height to zero

Seg No.	Direction (e.g NB, EB, SB, WB or FW etc)	LOCATION AND PATCH SIZE			PRIORITY FOR TREATMENT					COMMENTS	
		Chainage (from start of segment)	Dimension		Place X in one column (only)						
			Length (m)	Width (m)	Area (m2)	Urgent (Pr. 1)	Very High (Pr. 2)	High (Pr. 3)	Medium (Pr. 4)	Low (Pr. 5)	
5515	EB	660	70	4.8	336	X					
	WB	710	20	4.8	96	X					
	EB	760	40	4.8	192	X					
5565	NB	1260	90	4.8	432	X					
5590	FW	460	75	9.6	720	X					
	NB	710	140	4.8	672	X					
	NB	900	15	4.8	72	X					
	NB	1050	20	4.8	96		X				
	SB	1070	35	4.8	168		X				
	NB	1120	25	4.8	120	X					
	NB	1180	50	4.8	240	X					
	NB	1260	20	4.8	96	X					
	NB	1340	40	4.8	192	X					
	FW	1560	70	9.6	672	X					
	NB	1630	40	4.8	192	X					
	SB	1740	30	4.8	144	X					
	SB	1850	20	4.8	96	X					
	FW	1910	25	9.6	240	X					
5600	NB	220	60	4.8	288		X				
	NB	410	40	4.8	192		X				
	NB	950	30	4.8	144		X				
	FW	1270	30	9.6	288		X				
5605					0						
	FW	920	70	9.6	672	X					
	SB	900	165	4.8	792	X					All shoulders very ordinary
5620	NB	480	70	4.8	336	X					
	SB	570	30	4.8	144	X					
	SB	1010	15	4.8	72	X					
	NB	1030	25	4.8	120	X					
	NB	1190	10	4.8	48	X					
5625	FW	10	100	9.6	960	X					
	SB	710	30	4.8	144	X					
	SB	790	30	4.8	144	X					
	SB	1220	110	4.8	528		X				
5630	NB	0	50	4.8	240		X				
	SB	750	35	4.8	168	X					
	NB	820	20	4.8	96	X					
	SB	1270	60	4.8	288	X					
	SB	1400	20	4.8	96	X					
	SB	1750	15	4.8	72	X					
5640	NB	1830	60	4.8	288	X					
	SB	180	25	4.8	120	X					
	SB	280	45	4.8	216	X					
	SB	480	20	4.8	96	X					
	NB	1010	25	4.8	120	X					
5645	FW	210	30	9.6	288	X					
5650	NB	0	20	4.8	96	X					
	SB	790	10	4.8	48	X					
	SB	840	15	4.8	72	X					
	SB	890	40	4.8	192	X					
	SB	950	70	4.8	336	X					
5665	NB	820	20	4.8	96	X					Isolated patch one only !!!
5670	NB	600	15	4.8	72	X					
	NB	640	20	4.8	96	X					
	SB	710	35	4.8	168	X					
	SB	870	25	4.8	120	X					
	NB	1830	40	4.8	192	X					
5675	SB	1350	90	4.8	432	X					
5690	NB	30	95	4.8	456	X					
Total					14112	12168	1944				m2

Priority	Area (m2)	Nominal Unit Rate \$/m2	Total cost \$	Typical Scheduling	Guide note on Priority for Treatment
One Urgent	12168		\$ -	Make safe as soon	Mandatory intervention standards exceeded.
Two Very High	1944		\$ -	Within 6 months	Distress is at least 50% of Mandatory intervention OR exceeds Supplementary
Three High	0		\$ -	Within 1 year	Any distress that is expected to reach intervention within next 2 years AND is
Four Medium	0		\$ -	Within 2 years	Distress is at least 25% of Mandatory intervention OR exceeds Supplementary
Five Low	0		\$ -	Within 2 years	Any distress that is expected to reach intervention within next 2 years AND is
Total	14112		\$ -		