MORNINGTON SHIRE COUNCIL

TENDER DOCUMENTS FOR
JETTY DEMOLITION

CONTRACT No.: J 01/2016

Job No. 60427115

AECOM

MORNINGTON ISLAND ABORIGINAL SHIRE COUNCIL

CONTRACT J 01/2016 – JETTY DEMOLITION

QUALITY ASSURANCE

Tender Documents

Contract J 01/2016

Ref 60427115

Date 30 November 2015

Prepared by Dyrick Hobbs

Reviewed by Michael Christie

Revision History

Revision	Revision Date	Details	Authorised	
			Name/Position	Signature
0	30 November 2015	Tender Issue	Michael Christie Associate Director	

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MORNINGTON SHIRE COUNCIL

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CONDITIONS OF TENDERING AND TENDER FORM

1.0 GENERAL CONDITIONS OF TENDERING

The documents upon which the Tenderer is to tender are the documents listed in the Table of Contents to the tender documents.

Tenderers must complete the Tender Form provided and lodge it with any accompanying schedules or information in a sealed envelope endorsed with the contract number at the place and by the time stated in the invitation to tender.

The Principal has the right and is not bound to accept the lowest nor any tender.

The Principal is not bound to proceed with the tender if all necessary approvals are not obtained.

The submission of a tender does not create a pre tender process contract between the parties and that relationship between the parties is strictly pre contractual. The Principal is not bound in contract until the Contract is awarded to the successful Tenderer.

2.0 COMMUNICATION PROTOCOLS

Tenderer's queries and clarifications or requests for additional information shall be in writing to the Superintendent. The Superintendent shall respond in writing to the Tenderer. The query and the response shall be forwarded to all other Tenderers for information in completing their tender.

Tenderers shall direct all correspondence to the Superintendent:

AECOM Australia Pty Ltd
Level 3 – 120 Bunda Street
PO Box 5971
Cairns QLD 4870
Phone No.: 07 4222 6000
Facsimile No.: 07 4222 6001
Attention: Aaron Sunner
Email: aaron.sunner@aecom.com

3.0 ADVICE GIVEN TO TENDERERS

Refer to Clause 2.0.

The Principal shall not be bound by any oral advice given nor any oral information furnished by the Principal or by any member, officer, employee or agent of the Principal in respect to the Contract tendered for, but shall be bound only by written information provided by the Principal or an authorised officer of the Principal that forms part of the Contract.

4.0 FORMAT AND COMPLETENESS OF TENDER

Further to Clause 1.0, the Tenderer is required to complete and submit the forms and schedules provided in the tender documents and such additional forms and schedules as are called for or are needed to complete the tender.

The Tenderer must sign each form and schedule.

Any tender that:

- Omits any form or schedule that is provided or called for or needed to complete the tender.
- Is not signed in each place where a signature is required.
- Is not accompanied by a tender deposit when a tender deposit is required.
- Will be incomplete and may not be admitted for evaluation.

5.0 IDENTIFICATION OF TENDERER

The Tenderer is required to state in the tender:

- In the case of an individual, full Christian or given names, surname and address.
- In the case of a business, the business name, names and addresses of all proprietors and the address of the principal place of business.
- In the case of a company, the full name of the company and the address of the registered office of the company.

6.0 NATURE OF CONTRACT

The basis of the Contract shall be Australian Standard General Conditions of Contract (AS 2124-1992).

Any Contract made pursuant to any tender hereunder shall be a Lump Sum Contract as defined by the General Conditions of Contract (with no provision for Rise and Fall) in Clause 3.1 option (a).

The rates shown in the Schedule of Rates are rates referred to in paragraph (a) of Clause 40.5 of AS2124-1992 and shall solely be used for the valuation of variations and the calculation of progress payments and shall have no other application under the Contract.

The total amount shall be full compensation for the complete construction of all works under this Contract, including any items of work not specifically mentioned but necessary to complete the work.

7.0 DESCRIPTION OF THE WORKS

The Site of the Works and description of the works is set out on the drawings in Appendix A of the attached Technical Specification.

8.0 LODGEMENT OF TENDER

Further to Clause 1.0:

- Tenders are to be lodged in electronic form (pdf format) to tenders@mornington.qld.gov.au
- Any tender not lodged before the time stated in the invitation to tender may not be considered unless there is evidence satisfactory to the Principal that the tender was dispatched to the place stated in the invitation to tender in sufficient time, before the time stated in the invitation to tender, to reach that place under normal circumstances but was still in the course of delivery at that time.
- The Principal in its discretion may reject a tender delivered after the time stated in the invitation to tender no matter what the reason be for the late delivery.

9.0 TENDER WARRANTIES

By submitting a tender, the Tenderer warrants:

- That it has carried out its own investigations, has acquainted itself fully with the requirements of the tender documents and has fully informed itself in respect of its tender.
- The information contained in the tender is accurate.
- It has not engaged in any collusive process or any other anti–competitive processes in preparing the tender.
- That its tender has been submitted on the basis of its own inquiries and acknowledges that the Principal assumes no responsibility for the accuracy or adequacy of any information, statements or material provided as part of the tender process.

10.0 OPENING OF TENDERS

Tenders shall not be opened publicly. Tenderers will not be permitted to be present at the opening.

Each tender opened shall be registered. The register of tenders shall provide a record of the name of each Tenderer, whether the tender appears to be complete, and the amount of the tender deposit. The register of tenders shall be signed by the officer opening tenders and shall be witnessed (and signed) by one other person.

The register of tenders shall be kept at the Mornington Shire Council Offices.

11.0 TENDER VALIDITY PERIOD

Each tender shall remain open to acceptance for a validity period of 90 days from the date of closing of tenders.

12.0 SELECTION AND ACCEPTANCE OF TENDER

Further to Clause 1.0, the Principal may accept (but is not bound to accept) the tender, that on a view of all the circumstances, appears to the Principal to be the most advantageous.

The Principal may accept a tender that, in minor respects, does not comply with the requirements of the tender documents.

No tender shall be deemed to be accepted other than by notice in writing given by the Principal.

13.0 EVALUATION CRITERIA

The evaluation of a tender, the Principal can be expected to take into account:

- Price.
- Management Skills with particular reference to client liaison, reporting, work operations and quality systems.
- Relevant Experience/Proven Track Record – particular emphasis will be given to Tenderers who have proven performance with similar local government contracts.
- Time Performance – with particular reference to tenderers ability to prioritize workflows so as to deliver on time against set targets and goals and based on past time performance/scheduling.
- Utilisation of local resources.

14.0 POST-TENDER NEGOTIATIONS

Post-tender negotiations are a prospect.

The Principal may:

- Permit a Tenderer to complete an incomplete tender.
- Request a Tenderer to clarify a tender.
- Request a Tenderer to give further information.
- If an added item is not omitted but is included in items already shown in the Schedule of Rates, require the Tenderer to remove the added item.
- Require a Tenderer to remove a qualification or condition of a tender as a condition of the Principal's accepting that tender.
- Require the Tenderer to move an added item to an appropriate location in the Schedule of Rates.
- The Principal may change the tender documents to include the added item and invite all tenderers to take account of the change.
- Advise a Tenderer whether an alternative offer is acceptable.

- Where a construction program is called for by a Clause of the Conditions of Tendering, negotiate as provided in that Clause.
- A Tenderer may not except with the permission of the Principal:
- Complete an incomplete tender.
- Offer new or enhanced goods, equipment or services.
- Amend any rate or lump sum in the Schedule of Rates.

15.0 TIME FOR COMPLETION

The Principal will consider a tender that offers a time for completion shorter or longer than the Time for Completion specified in the Annexure A to the General Conditions of Contract.

The Principal may take into account any savings in price or other benefit to the Principal.

16.0 SCHEDULE OF TENDER DATA

Each Tenderer shall include a completed Schedule of Tender Data giving sufficient information to identify and evaluate the methodology and service offered.

17.0 TENDER PACKAGES

The tender documents are comprised of a number of different aspects to be considered for award of the work, including, amongst others; Schedule of Contractor's Details, Schedule of Rates, Schedule of Tender Data, Undertaking of Compliance, Construction Programme, etc.

Tenderers are required to complete each schedule in accordance with these Conditions of Tendering and the Job Specification.

Complete all forms and data sheets in the tender package to submit a complying tender. State the price tendered on the form provided and indicated as Tender Summary, included with the tender documents.

18.0 TENDER PRICE COMPONENT BREAKDOWNS

While the Tender is a Lump Sum Tender, Tenderers are required to provide scheduled rates in their tender for the Lump Sum items (refer clause 6.0) Where quantities are provide in the tender form for scheduled rates, they are for information only and are not to be relied on. Tenderers shall make their own determination of quantities on which to construct their tenders and perform the works.

The purpose of providing a component breakdown of lump sum items is to assist in the tender evaluation, as well as providing a mechanism for assessing progress against payment claims during construction. The Principal may request a Tenderer to revalue several of the components in the breakdown should it be considered that an unrealistic value has been placed against them, however, the total of the revalued items shall equal the lump sum tender schedule price.

Tenderers are encouraged to include additional component breakdowns, should they consider it beneficial.

19.0 SUBCONTRACTORS

State in the tender, the names of the subcontractors proposed to be employed (including material suppliers) and the extent of the work proposed to be carried out under subcontract. Where a subcontractor has been nominated by the Principal, the Tenderer shall use the nominated subcontractor and no other for that particular component.

20.0 SUPERVISION

State in the tender the names and office addresses of the supervisory and administrative staff proposed to be employed.

21.0 CONSTRUCTION PROGRAM

Lodge a construction program as part of the tender.

The construction program shall be a bar chart showing the proposed activities in each week following the date of Acceptance of Tender. The program shall be submitted in MS Project 2010 Format, in Gantt Chart View.

The Principal may require a Tenderer to amend its construction program as a condition of the Principal's accepting that tender. If the Tenderer is not prepared to make the amendment required and the Tenderer and the Principal do not agree on a construction program, then that Tenderer may withdraw its tender and the moneys deposited by the Tenderer shall be returned without forfeiture or deduction.

22.0 RISE AND FALL IN COSTS

Payments under the Contract will not be subject to an adjustment for rise and fall in costs.

23.0 EVIDENCE OF CONTRACT

A Formal Instrument of Agreement shall be executed. Refer to Clause 6 of the General Conditions of Contract AS2124-1992.

24.0 ACCESS TO SITE

Tenderers shall make an assessment of access routes to the site and determine any limitations of access for the transport of equipment, materials and personnel, and any changes, which may arise to these conditions during the period of the Contract, particularly during periods of rough weather.

Refer to the Job Specification in this tender document.

25.0 EMPLOYMENT AND TRAINING OF COMMUNITY LABOUR

This project is subject to the requirements of the Principal’s requirements to maximise the training and employment of local (Island) workers.

26.0 AVAILABILITY OF FUELS AND OTHER CONSUMABLES

Tenderers are advised that the availability of fuels, oils and other similar consumables is limited and will not be available for purchase in large volumes. Tenderers shall make their own arrangement and make allowance for the delivery of fuels, oils and other similar consumables to the job site.

27.0 GEOTECHNICAL INFORMATION

A geotechnical investigation has not been conducted. Tenderers shall make all necessary allowances for and take all necessary precautions to fully inform themselves of the ground conditions present at the site.

28.0 SITE FACILITIES

The Tenderer shall include within their tender the quantity of water required for their facilities. The successful Tenderer shall provide any other statutory and necessary amenities and sanitary facilities for workers and other persons lawfully on the site, and remove them on completion of Works. The location of establishment of the Tenderer’s site facilities shall be subject to the final approval of the Superintendent.

The successful Tenderer shall make all arrangements and pay all charges in connection therewith, for any temporary services that may be required for the execution of all works under this contract.

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TENDER FORM

Name of persons, firm or company tendering (USE BLOCK LETTERS) _____

Address of _____

hereby tender(s) to perform the work for

Description of Works **Mornington Island Jetty Demolition**
(Contract J 01/2016 – Jetty Demolition)

in accordance with the following Documents:

- the Documents listed in the Table of Contents;
- the Addenda issued by the Principal, as listed below; and

The Tenderer is to list the Addenda received

_____

_____

_____

- the additional Documents included by the Tenderer, as listed below;

The Tenderer is to list all other schedules and documents that are included in their tender and are not listed in the Table of Contents

_____

_____

_____

for the lump sum of $_____ (Excl. GST)

If the Tenderer is a firm the full names of the individual members of the firm must be stated here.

_____

_____

Insert Date DATED this _____ day of _____ 2015

_____
Signature of Tenderer

TENDER SCHEDULES

1.0 CONTRACTOR'S DETAILS

Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

Facsimile No.: _____

Email Address: _____

2.0 SCHEDULE OF QUALITY ASSURANCE

The Tenderer shall submit his company's standard Quality Assurance Program with his Offer. On award the Quality Assurance Program is required to be updated, targeting this project specifically. The Tenderer's QA Program shall address at a minimum the following general headings (list items covered by the Tenderer's QA Program not included below).

QA Item	Included	Not Included
Organisation, Reporting, Records Management and Communication		
Site Security		
Safety Program and Emergency Procedures		
Surveillance, Monitoring, Testing, Testing Equipment and Inspections during construction		
Procurement (Purchasing), Suppliers, Sub-contractor and Design Control management		
Product Identification, Traceability and Materials Management		
Control and Procedures of non-conforming products, deficient work and corrective action		
Traffic Management		
Environmental Management		
Submittals to Superintendent (Document Control)		
Submittals and Inspections to / from Jurisdictions		

(Tick the box indicating whether QA items are included in the Contractor's QA Program)

3.0 QUALITY ASSURANCE REPRESENTATIVE

Name: _____

Telephone: _____

Previous Experience: _____

_____

_____

4.0 CONTRACTOR'S REPRESENTATIVE

Name: _____

Telephone No: _____

Previous Experience: _____

_____

_____

_____

Referees & Contact Details: _____

_____

_____

5.0 ON-SITE PROJECT SUPERVISOR / FOREMAN

Name: _____

Telephone No.: _____

Email Address: _____

Previous Experience: _____

_____

_____

Referees & Contact Details: _____

_____

Hours/week on site: _____

6.0 OTHER KEY PERSONNEL

Name: _____

Telephone No: _____

_____

7.0 SUBCONTRACTORS (Excluding those supplying materials only)

Name: _____

Extent of Work: _____

_____

Name: _____

Extent of Work: _____

_____

Name: _____

Extent of Work: _____

_____

8.0 CURRENT WORK COMMITMENTS (Contractor Only)

Project Description	Contract Sum	Completion Date	Principal

9.0 SIMILAR REMOTE WORK COMPLETED IN THE LAST 5 YEARS (Contractor and Subcontractor).

Note: all past projects in Indigenous communities to be listed.

Project Description	Contract Sum	Contract Period	Funding department (including contact details)	Supervising Engineer (including contact details)	Community (including contact details)	Key Staff Included In This Tender (including role in past projects)	Reference for Key Staff (including contact details)

10.0 TIME PERFORMANCE

Project (refer Section 9.0)	Due Date For Practical Completion	Actual Date of Practical Completion	Comment

The information provided by the Tenderer in response to this Section 10.0 of the Schedule of Contractor's Details will not form part of the Contract (either express or implied) and without limiting other terms of the Conditions of Tender, will only be used or interpreted in respect to and for the purpose of Council's evaluation of the Tenderer's Tender.

11.0 TECHNICAL SKILLS AND MANAGEMENT APPROACH

Each Tenderer is to provide with its Tender a statement of its proposed arrangements, procedures and methodologies to be adopted by it in carrying out the Works. In doing so, this statement must demonstrate the following points:

(a) A detailed description of the construction methodology proposed by the Tenderer for the execution of the Works.

(b) How it will identify potential problems that may arise during performance of the Works (communication and management on site, informing Superintendent, documentation etc.).

(c) How it will overcome any such problems. Provide potential solutions to those problems.

(d) Explain how it will communicate and co-ordinate with the Superintendent, the community and Council.

The information provided by the Tenderer in response to this Section 11.0 of the Schedule of Contractor's Details will not form part of the Contract (either express or implied) and without limiting other terms of the Conditions of Tender, will only be used or interpreted in respect to and for the purpose of Council's evaluation of the Tenderer's Tender.

12.0 PROJECT RESOURCES

(List all equipment and labour to be utilised for the project and the estimate of hours per week that the equipment will be utilised during the project, further list hourly and daily rates for that equipment).

Description of Equipment/Labour	**Average Hours/Week**	**Rate Hourly/Daily (incl. profit and overheads)**

MORNINGTON SHIRE COUNCIL

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SCHEDULE OF CONTRACTOR'S DETAILS

The information detailed on these pages inclusive of the Schedule of Contractors Details will be read in conjunction with and form part of my / our tender for Contract J 01/2016.

Name of Tenderer: _____

Signature: _____

Address: _____

_____

Witness: _____

Date: _____

MORNINGTON SHIRE COUNCIL

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CODE OF CONDUCT

1) Applicable to contractors, subcontractors, suppliers and agents (the Contractor).
2) There shall be no direct contact or liaison with elected representatives of the Council or Council staff unless initiated by the Council.
3) No loan or gift of equipment, vehicles, food, beverages or labour shall occur to any member of the Community (including elected representatives) unless as part of employment by Contractor, under an award or over award conditions.
4) The Contractor shall not provide goods or services not included in the contract to a community person, Council staff or employee (including elected Council members) without specific prior approval from the Superintendent.
5) Neither the Contractor nor their staff shall be employed except on this Contract within the Community during the entire term of the Contract, with the possible exception of work for Council, but dependent upon the Superintendent's approval and any such work being properly documented and a price properly agreed upon. The Council may however approach the Contractor to undertake other work upon completion of this Contract.
6) Any racially discriminatory behaviour by the Contractor will result in dismissal and/or removal from the site and the Community.
7) There shall be no initiation or maintenance of sexual or close contact relationships by the Contractor with any community members. In the event of such an occurrence, instant dismissal and/or removal from the site and the Community will occur.
8) The Contractor should be discreet in their handling of alcohol in the community i.e. alcohol brought onto the community should not be obvious and should be consumed within the Contractor's camp. The sale of alcohol to community members is prohibited and offenders will be dismissed and/or removed from the site and the Community.
9) In the event of a dispute arising in relation to the requirements or application of this clause an independent adjudicator, nominated by the Grantee Organisation Representative, will consider representations from the Contractor and the Council. All parties shall adhere to the determination of the adjudicator.
10) The Contractor shall not employ any Council staff members or employees without prior approval of the Council in writing.
11) Neither the Contractor nor their employees or subcontractors will use or borrow any Council plant, fuel, vehicles, equipment, building materials, car parts etc. without prior approval of the Council in writing. The arrangements for all hiring of Council plant shall be properly documented in writing prior to use of the plant.
12) Animals shall not be brought onto the community.
13) The costs for removal of Contractor personnel from the site and replacement by other suitable personnel shall be borne by the Contractor.

I / We have read this Code of Conduct, and agree to abide by the conditions whilst on site.

Printed Name: _____ (Contractors Representative)

Signature: _____

Date: _____

Witness Signature: _____

Date: _____

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UNDERTAKING OF COMPLIANCE

_____*Name of Tenderer*

_____*ACN (if any)*

has complied with the National Code of Practice for the Construction Industry (the code) and the industry guidelines for the industrial relations and occupational health and safety components of the National Code of Practice for the Construction Industry (the industry guidelines) in preparing its tender solicited by this Tender Document.

The Tenderer undertakes to comply with the code and the industry guidelines in performing the contract, should it be the successful Tenderer.

The Tenderer acknowledges that it is aware the Commonwealth may impose a sanction on a Tenderer or Contractor that does not comply with the code. The sanction imposed may include, but may not be limited to:

- the reporting of the breach to an appropriate statutory body or law enforcement agency
- a formal warning that continued non-compliance will lead to more severe sanctions
- reduction in the number of tendering opportunities that are given, for example by excluding the non-complying party from tendering for Commonwealth government work above a certain value
- preclusions from tendering for any Commonwealth Government work for a specified period
- publication of details of the breach and the identification of the party committing the breach
- referral of the breach to the appropriate association for action consistent with industry codes of practice.

_____

(Signature of Company Executive / Director making the undertaking)

CONTRACT INFORMATION

MORNINGTON SHIRE COUNCIL

CONTRACT J 01/2016 – JETTY DEMOLITION

ANNEXURE TO THE AUSTRALIAN STANDARD GENERAL CONDITIONS OF CONTRACT (AS 2124-1992)

PART A

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

The law applicable is that of the State or Territory of: (Clause 1)	QUEENSLAND
Payments under the Contract shall be made at: (Clause 1)	CAIRNS
The Principal: (Clause 2)	MORNINGTON SHIRE COUNCIL
The address of the Principal:	1 MISSION ROAD GUNUNA QLD 4892
The Superintendent: (Clause 2)	AECOM AUSTRALIA PTY LTD ABN 20 093 846 925
The address of the Superintendent:	PO BOX 5971 / LEVEL 3 – 120 BUNDA STREET CAIRNS QLD 4870
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	+/- 20%
Bill of Quantities – the alternative applying: (Clause 4.1)	N/A
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	N/A
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	RETENTION: 100%
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)	TWO COPIES
The number of copies to be supplied by the Contractor: (Clause 8.4)	TWO COPIES
The time within which the Superintendent must give a direction as to the suitability and return the Contractors copies: (Clause 8.4)	14 DAYS
Work which cannot be subcontracted without approval: (Clause 9.2)	WHOLE OF WORKS

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ANNEXURE TO THE AUSTRALIAN STANDARD GENERAL CONDITIONS OF CONTRACT (AS 2124-1992)

PART A

The percentage for profit and attendance: (Clause 11(b))	10%
The amount or percentage for profit and attendance: (Clause 11(c))	10%
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))	2.5% of the Contract Sum
The assessment for insurance purposes of consultants fees: (Clause 18(iii))	5% of the Contract Sum
The value of materials to be supplied by the Principal: (Clause 18(iv))	NIL
The additional amount or percentage: (Clause 18(v))	10%
Public Liability Insurance – the alternative applying: (Clause 19)	ALTERNATIVE 1
The amount of Public Liability Insurance shall not be less than: (Clause 19)	$10,000,000
The time for giving possession of the Site: (Clause 27.1)	REFER TO CLAUSE 26 OF THE JOB SPECIFICATION – NON TECHNICAL
The Charge for overheads, profits, etc for Daywork: (Clause 41(f))	10%
Times for Payment Claims: (Clause 42.1)	EACH CALENDAR 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))	NIL
Retention Moneys on: (Clause 42.3)	10% of the value until 5% of the Contract Sum is held
(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided:	
(b) items on Site but not yet incorporated into the Works:	N/A
(c) items off Site but in Australia:	N/A

(d) items not in Australia:	N/A
(e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transportation in respect of the works under the Contract:	N/A
Unfixed plant or materials – the alternative applying: (Clause 42.4)	ALTERNATIVE 1
The rate of interest on overdue payments: (Clause 42.9)	7.5% PER ANNUM
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	THREE MONTHS
The alternative required in proceeding with dispute resolution: (Clause 47.2)	ALTERNATIVE 2
The person to nominate an arbitrator: (Clause 47.3)	CHAIRPERSON, QUEENSLAND CHAPTER INSTITUTE OF ARBITRATORS
Location of arbitration: (Clause 47.3)	QUEENSLAND

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ANNEXURE TO THE AUSTRALIAN STANDARD GENERAL CONDITIONS OF CONTRACT (AS 2124-1992)

PART A

SEPARABLE PORTION A

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 a recourse to retention moneys and / or to convert security: (Clause 5.5)	FIVE CALENDAR DAYS
The Date for Practical Completion: (Clause 35.2)	42 CALENDAR DAYS FROM LETTER OF ACCEPTANCE
Liquidated Damages per day: (Clause 35.6)	NIL
Limit of Liquidated Damages: (Clause 35.7)	NA
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)	N/A
The Defects Liability Period: (Clause 37)	12 MONTHS

SEPARABLE PORTION B

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 a recourse to retention moneys and / or to convert security: (Clause 5.5)	FIVE CALENDAR DAYS
The Date for Practical Completion: (Clause 35.2)	84 CALENDAR DAYS FROM LETTER OF ACCEPTANCE
Liquidated Damages per day: (Clause 35.6)	NIL
Limit of Liquidated Damages: (Clause 35.7)	N/A
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)	N/A
The Defects Liability Period: (Clause 37)	12 MONTHS

MORNINGTON SHIRE COUNCIL

CONTRACT J 01/2016 – JETTY DEMOLITION

FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made this _____ day of _____ 2016

BETWEEN _____ (Called the Contractor)

AND ____MORNINGTON SHIRE COUNCIL _____(Called the Principal)

IT IS AGREED that:

- The documents, including Drawings, listed in the Table of Contents to the tender documents for Contract J 01/2016 – Jetty Demolition and including the Table of Contents itself.
- The Addenda issued by the Superintendent and included in the Contractor's tender and listed in the Tender Form lodged by the Contractor.
- The additional documents and Drawings included in the Contractor's tender and listed in the Tender Form lodged by the Contractor.
- The additional documents, drawings and correspondence listed in the notice in writing of acceptance of tender.

  The notice in writing of acceptance of the tender, which is the Principal's letter dated _____

all of which are annexed hereto, together comprises the contract between the parties

AND if the Contractor or the Principal is two or more persons then they shall be bound jointly and severally.

Signed by the Contractor	**Signed by the Principal**
Signature: _____	Signature: _____
Position: _____	Position: _____

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1.0 THE CONTRACT

1.1 General

The parties involved in the project are as follows:

Agency	Role
Mornington Shire Council	Principal
AECOM Australia Pty Ltd	Superintendent

1.2 Description of the works

Described in the list of drawings in Appendix A and the attached Job Specification

1.3 The Site

Refer to Clause 27 of AS 2124-1992 as amended

The site is located on Mornington Island as described in the drawings in appendix A

The site shall comprise sufficient land to contain the works as set out on the Drawings together with such other land as the Principal may make available for the storage of materials and equipment.

The Contractor shall procure for itself and at its own cost the right to the occupation or use of any land in addition to the Site which the Contractor may deem necessary for the execution of the work under the Contract or for the purposes of the Contract and shall, as a condition precedent to the issue of the Final Certificate, if so required by the Superintendent, provide a properly executed release from all claims or demands (whether for damages or otherwise whatsoever) from the owner or occupier of such land and from any other person having an interest in such land. Any such release shall be in a form approved by the Superintendent.

1.4 Navigation Requirements

1.4.1 Government Applicable Acts

The Contractor must at all times comply with the requirements of all applicable legislation and Mornington Island Operating Procedures.

1.4.2 Harbour Master

Harbour Master means any person for the time being appointed or deemed to be appointed under and for the purposes of the Queensland Marine Act, as Regional Harbour Master for the region including the port of harbour where the Site or Works is situated.

1.4.3 Temporary Lighting

The Contractor must provide such temporary navigation lights and floating buoys on all plant, anchor ropes and Works as may be required by the Harbour Master or the Pier Master.

1.4.4 Radio Communication

The Contractor's Site office and floating plant must be equipped with suitable radios for communicating with the Harbour Master, Pier Master, Shipping, and other craft using the port in the vicinity of the plant.

1.4.5 Approvals

The Contractor will be responsible for obtaining all required approvals and paying all associated fees. All project Works are subject to the Integrated Planning Act and associated Operational Works Approvals including those required in Tidal Areas under the Coastal Protection Management Act, 1995.

1.4.6 Contractor's Floating Plant

Responsibility for adhering to the requirement of the Authorities regarding all aspects of floating plant shall be vested entirely in the Contractor, including provision of adequate markings, lighting and secure moorings. In particular, all floating plant must be under survey, and current survey Certificates for each item of floating plant must be supplied with the Contract.

Moorings, wires of anchors must no obstruct the shipping channel at any time, and the appropriate lights and signals must be shown as requested, or required.

The Contractor may construct temporary marine facilities within the construction Site for the purposes of the Contract provided that these are demolished and removed at the conclusion of the Works.

The Contractor must make arrangements for and / or provide all such marine facilities as may be required for the purpose of carrying out this Contract, including obtaining all necessary approvals.

Contractors must make their own arrangement and assessment of charges and costs for services such as berthage and bunkering, and will be deemed to have allowed for all such costs in their Tender.

No responsibility will be accepted for the condition of any wharf, dolphin or equipment that may be used by the Contractor.

The Contractor must take all necessary precautions to avoid damage to any marine facility owned by the Principal (or others) which may be used. Any damage arising out of the Contractor's operation must be made good at the Contractor's own expense to the satisfaction of the owner of the facility damaged by the Contractor.

The Contractor must immediately remove any sunken plant or equipment belonging to or used by the Contractor or any subcontractor at their own cost.

1.4.7 Barge and Fuel Supply operations to be maintained during construction

The Contractor is to make allowance in scheduling and planning of the works to accommodate ongoing vessel operations. No additional payment will be made for any disruptions to the works for these operations. The Contractor shall familiarise themselves with the relevant vessel operations timetable and monitor any changes likely to impact on the works program.

1.4.8 Work Vessels or Barges

Work vessels or barges to be used for this work shall be anchored and lit so as not to cause any hazard to other traffic and to satisfy the relevant Authorities.

1.4.9 Emergency Procedures

In the event of a cyclone or other emergency, the Contractor must comply with the Regional Harbour Master's directions and relocate all work vessels, equipment and staff as required.

2.0 General Conditions of Contract

2.1.1 General Conditions of Contract

The Australian Standard General Conditions of Contract AS 2124-1992 as amended shall apply.

2.1.2 Annexure

The forms of the Annexure to the Australian Standard General Conditions of Contract, Part A, published as part of AS 2124-1992 shall not be used and the Annexure to the Australian Standard General Conditions of Contract, Part B, published as part of AS 2124-1992 is deleted.

The Annexure Part A to the General Conditions of Contract attached to this Job Specification is the Annexure referred to by any reference made in AS 2124-1992 or elsewhere in the Contract Documents.

2.1.3 Agreement

The Form of Formal Instrument of Agreement published with AS 2124-1992 shall not be used. The Formal Instrument of Agreement incorporated in these Contract Documents and evidencing the terms and conditions of this Contract is the Formal Instrument of Agreement referred to in the General Conditions of Contract.

3.0 STANDARD SPECIFICATIONS AND DRAWINGS

The Contractor is made aware that there are standard specifications and standard drawings which shall be abided by where applicable. These standard specifications and standard drawings are contained within this Contract Document

4.0 LUMP SUM CONTRACT

Refer to Clause 3 of AS 2124-1992.

Clause 3.3 of AS 2124-1992 is deleted from this Contract.

Notwithstanding anything to the contrary elsewhere in these Contract Documents, work shall not be measured except as is necessary for the valuation of variations and for the calculation of the amounts of progress payments prior to the issue of the Certificate of Practical Completion.

The rates shown in the Schedule of Rates are rates referred to in paragraph (a) of Clause 40.5 of AS 2124-1992 as amended and shall be used for the valuation of variations and may be used for the calculation of the amounts of progress payments but the scheduled rates shall have no other application under the Contract.

5.0 “IF ORDERED” ITEMS

Refer to Clauses 3.2 of AS 2124-1992.

Where the description of an item of work in the Schedule of Rates includes the qualification "(if ordered)" the item of work may not have been measured exactly at the time of preparing the Contract Documents.

If the description of an item of work in the Schedule of Rates includes the qualification "(if ordered)" and a scheduled rate applies to that item and:

- The Superintendent has directed work to a greater or lesser quantity than the quantity shown in the Schedule of Rates.
- The item of work was not measured exactly at the time of preparing the Contract Documents.

Then the scheduled rate for that item shall apply to the whole of the quantity of that item actually carried out pursuant to the Superintendent's direction, whether greater or lesser than the quantity shown in the Schedule of Rates and regardless of any limits of accuracy stated in the Annexure.

6.0 SECURITY MONEYS

6.1 Form of Retention

In lieu of withholding cash retention, the Principal is willing to accept retention to be in the form of an unconditional Bank Guarantee. The Bank Guarantee shall not have an expiry date and a draft copy shall be provided to the Superintendent for approval prior to being finalised. The amount of the Bank Guarantee shall be in the amount of 5.5% of the Contract Sum (i.e. 5% of the Contract Sum plus GST).

The Bank Guarantee shall be made out in the name of the Principal and shall be lodged with the Superintendent.

7.0 INTERPRETATION OF THE CONTRACT DOCUMENTS

7.1 Tender Documents

Refer to Clauses 8 and 12.1 of AS 2124-1992.

The Contractor shall be deemed to have acquainted itself with all conditions relating to its Tender and, if it had any doubt as to the meaning of any portion of the Tender Documents, to have either:

- Requested clarification in writing before submitting its Tender.
- Included with its Tender a statement of the interpretation upon which it relied.

Except for items so detailed and for ambiguities and discrepancies as provided in Clause 8.1 of AS 2124-1992, the Contractor shall have no claim arising out of its misinterpretation of these Contract Documents.

7.2 Discrepancies

Refer to Clause 8.1 of AS 2124 1997.

This Contract does not specify the order of precedence of the documents that together comprise the Contract Documents.

In determining and directing the interpretation to be followed in the event of ambiguity or discrepancy the Superintendent shall consider the following:

- The Contract Documents are to be read together and treated as a whole.
- The later-written is to be preferred to the earlier-written.
- The specific is to be preferred to the general.
- For a pictorial description of the works and for their dimensions, the Drawings are to be preferred to the Specifications.

7.3 On-site Copy of Contract Documents

The Contractor shall ensure a complete set of the Contract Document is retained on site at all times.

The Contractor shall also supply all subcontractors with a complete set each of the Contract Document, prior to their arrival on site. Payment may be withheld for any item carried by a subcontractor who cannot produce their own full set of the Contract Document.

8.0 EXISTING WORKS AND SERVICES

Refer to Clause 8.1 of AS 2124-1992.

Before commencing any work on or joined, directly or indirectly, to existing works or services (including parts of the works previously constructed) the Contractor shall expose the existing works or services as may be necessary and shall verify that the locations, lines, levels and dimensions of such existing works or services and the materials of which they are made are as indicated on the Drawings.

If the Contractor discovers any discrepancy between the locations, lines, levels, dimensions and materials actually existing and the corresponding indications on the Drawings the Contractor shall notify the Superintendent of the discrepancy and shall not proceed with work affected by the discrepancy until the Superintendent has directed the action, if any, that is to be taken.

9.0 SITE CONDITIONS

Refer to item (i) of paragraph (a) of Clause 12.1 of AS 2124-1992.

Information as to the physical conditions upon and below the surface of the site, including interpretations of field observations, made available to tenderers by inclusion in the Tender Documents or by other written or oral advice is not guaranteed to be accurate and the Principal's making such information available shall not relieve the Contractor of any responsibility under Clause 12 of AS 2124-1992.

10.0 STATUTORY REQUIREMENTS PAYMENT WHERE THERE IS NO VARIATION

Clause 14.2 of AS 2124-1992 is omitted from this Contract.

11.0 QUEENSLAND GOVERNMENT

11.1 General

Refer to Clause 14 of AS 2124-1992.

11.2 Work Health and Safety Act

11.2.1 General

For the purposes of this clause, the words “construction work”, “person with management and control”, and “notifiable incident” have the meanings assigned to them by the Work Health and Safety Act 2011 (WHS Act) and the Work Health and Safety Regulation 2011 (WHS Regulation). “Workplace” has the meaning given to it in the WHS Act, as amended from time to time; and the “regulator” is Workplace Health and Safety Queensland.

11.2.2 Appointment of Principal Contractor

Upon the Date of Acceptance of Tender, the Contractor agrees and acknowledges that, as between the parties, the Contractor is, for the purposes of the WHS Act and the WHS Regulation:

- The Principal Contractor as defined in the WHS Regulation.
- Responsible for discharging its duties as a person conducting a business or undertaking in accordance with the WHS Act and WHS Regulation.
- Responsible for discharging the duties of a Principal Contractor in accordance with the WHS Act and WHS Regulation.
- Authorised to have management and control of the workplace.
- Responsible for discharging the duties of work health and safety matters, in relation to or connected with the management and control of the workplace, as far as is reasonable practicable.
- Responsible for ensuring all risks to health and safety are eliminated, so far as is reasonably practicable and where it is not reasonably practicable to eliminate those risks to health and safety, to minimise those risks to health and safety so far as is reasonably practicable.
- Required to consult with the Superintendent in relation to matters of safety that the Contractor cannot resolve to the standard imposed by the WHS Act and the WHS Regulation and to cooperate and coordinate with the Superintendent to ensure any issues are resolved to the required standard.

11.2.3 Workplace

For the purpose of this Clause 43.2 “workplace” is defined as the site.

11.2.4 Contractor’s Safety Officer

The Contractor must appoint at least one person appropriately qualified to competently discharge the functions of Safety Officer as set out in this clause, and trained to at least the standard considered appropriate by the regulator as defined under the WHS Act, and consistent with legislative requirements. The functions to be discharged include:

- Keep the Contractor informed and up-to-date about the overall state of health and safety at the workplace.
- Conduct regular inspections at the workplace to identify any hazards and unsafe or unsatisfactory work health and safety conditions and practices.
- Report in writing to the Contractor any hazard, unsafe or unsatisfactory work health and safety practice identified during inspections.
- Establish educational programs in work health and safety to an appropriate standard.
- Investigate, or assist in the investigation of, all incidents at the workplace.
- Assist inspectors and auditors in the performance of their duties.
- If any incident or immediate risk to health and safety at the workplace happens to immediately report the incident or risk to the Contractor and the Superintendent.
- Maintain all health and safety representatives’ training and competency to the level required by the regulator under the WHS Act, and consistent with legislative requirements.

11.2.5 Responsibilities and Liabilities

The Contractor is responsible for and assumes liability for the duties under the WHS Act and the WHS Regulation for which the Contractor is responsible and liable as between the parties, in accordance with this clause.

Nothing contained in this clause shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract.

11.2.6 Notifiable Incidents

The Contractor will:

- Ensure that the regulator for work health and safety is notified of any notifiable incident immediately after becoming aware of a notifiable incident, arising out of or in connection with the conduct of the business or undertaking of the Contractor.
- Separately notify the Superintendent and phone the Principal's work health and safety manager of every notifiable incident in relation to or in connection with the workplace as soon as possible but not more than twelve (12) hours after the occurrence.
- Keep the Superintendent informed of the status of any safety or health related incidents that have occurred in relation to or in connection with the site.
- Do all that is necessary to assist the Principal and Superintendent with any investigations into any safety or health related incident in relation to or in connection with the workplace, including requiring, to the extent possible, the Contractor's agents and subcontractors to assist the Principal and Superintendent.
- As soon as practicable but no later than seven (7) days of receiving a request from the Superintendent to do so, provide the Superintendent with a copy of any notification to the regulator for work health and safety of a safety or health related incident.
- Consult, cooperate and coordinate with the Principal and Superintendent in relation to any safety matters arising out of, or in connection with the workplace.

11.2.7 Indemnities

The Contractor indemnifies and will keep indemnified the Principal from and against all loss which may be brought against or made on the Principal or which the Principal may pay, sustain or be put to, arising by reason of or in connections with:

- Any breach of the WHS Act or the WHS Regulation at the workplace.
- Any breach by the Contractor of its obligations under this clause or its duties under the WHS Act or the WHS Regulation.
- The Principal being deemed under the WHS Act to be the person with management and control of the workplace, or the person with management and control of any fixtures, fittings and plant in relation to or in connection with the workplace.

It is not necessary for the Principal to incur expense or make a payment before enforcing any indemnity conferred by this clause.

11.2.8 First Aid

The Contractor shall ensure the workers have access to appropriate equipment, facilities and training in accordance with the provisions of the WHS Regulation.

Any first aid requirements on the site shall be determined in accordance with the First Aid Code of Practice 2004.

11.2.9 Work Health and Safety Management Plan

The Contract shall prepare a Work Health and Safety Management Plan (WHS Management Plan).

Within 28 days after the Date of Acceptance of Tender the Contractor shall prepare and submit its WHS Management Plan to the Superintendent.

11.2.10 Definition

In this clause 11.2.9, "Work Health and Safety Management Plan" or "WHS Management Plan" means a written work health and safety management plan for the workplace titled "Work Health and Safety Management Plan", which must be as a minimum (and without limitation) in compliance with the WHS Regulation, be signed by the Contractor and include the following components:

- The names, positions and health and safety responsibilities of all persons at the workplace whose positions or roles involve specific health and safety responsibilities in connection with the works.
- The arrangements in place, between any persons conducting a business or undertaking at the workplace for consultation, cooperation and the coordination of activities in relation to compliance with their duties under the WHS Act and the WHS Regulation.
- The arrangements in place for managing any incidents that occur.
- Any site specific health and safety rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules.
- The arrangements for the collection and any assessment, monitoring and review of safe work method statements at the workplace.

11.2.11 Preparation

The Contractor shall not commence construction works until its WHS Management Plan is deemed suitable by the Superintendent. The Contractor shall comply with the following:

- The Contractor shall prepare and submit a WHS Management Plan to the Superintendent.
- If the Superintendent notifies the Contractor that the WHS Management Plan is not suitable, the Contractor shall at its cost amend and resubmit the WHS Management Plan.
- The Contractor is not entitled to make any claim for additional costs or expense, adjustment to the contract sum or extension to the Date for Practical Completion or to make a claim in connection with any review, approval of, or modification to the WHS Management Plan as directed the Superintendent.

11.2.12 Duty to inform

The Contractor must ensure, so far as is reasonably practicable, that before commencing work each person who is to carry out construction work in connection with the works is made aware of:

- The content of the WHS Management Plan for the workplace.
- The person's right to inspect the WHS Management Plan under the WHS Regulation.

11.2.13 Revision and Reporting

The Contractor must, under the WHS Regulation, review and, as necessary, revise the WHS Management Plan to ensure that it remains up-to-date and give written monthly reports on its WHS Management Plan outlining any:

- Non-compliance.
- Work improvement notices.
- Safety incidents.
- Any other matters relevant to the management of work health and safety or reasonably required by the Principal.
- During any audit, provide the Superintendent with all documents, access and assistance necessary for its completion.
- Any costs associated with rectifying the non-conformance and any associated delays must be borne by the Contractor.
- If a non-compliance is reported three times in the auditing process the Principal may give notice to the Contractor of a substantial breach of the Contract under Clause 44.2 and 44.3 of the General Conditions of Contract.

11.2.14 Safety Audits

The Superintendent may audit the implementation of the WHS Management Plan at any time. During any audit the Contractor must provide the Superintendent with all documents, access and assistance necessary for completing the audit. Auditing may take one or a combination of the following forms:

- A check on whether the Contractor is complying with the provisions of the WHS Management Plan.
- A check on the Contractor's individual procedures and records.

If any non-conformance in the Contractor's WHS Management Plan is detected, the Contractor shall rectify the non-conformance and resubmit the amended WHS Management Plan within seven (7) days.

The Contractor must suspend construction works (or the relevant portion) until the Contractor has addressed the safety issues identified during the audit, and in the meantime continue to comply with all duties and obligations under the WHS Act and the Contract.

If the Contractor fails to rectify a non-conformance that has been identified on three (3) separate occasions in the auditing process, the Principal may give notice to the Contractor of a substantial breach of the Contract under Clause 44.2 and 44.3 of the General Conditions of Contract.

11.2.15 Health and safety duties

11.2.15.1 General Duty

The parties must discharge all applicable duties under the WHS Act and (without limiting those duties) must ensure, so far as is reasonably practicable, the health and safety of all persons associated with the works, the workplace, fixtures, fittings, plant and structures associated with any of them, and that persons are not exposed to risks to health and safety in relation to or connection with the Contract, the works or the workplace.

11.2.15.2 Principal's obligations

The Principal must:

- Comply with its obligations under the WHS Act.
- As soon as reasonably possible, give the Contractor any information the Principal has in relation to hazards and risks at or in the vicinity of the workplace where any construction work is to be carried out.
- Provide the Contractor with copies of any construction drawings and specifications created for the Principal by its designer of any works to be constructed under this Contract.
- Consult, cooperate and coordinate with the Contractor in relation to any health or safety matters arising out of or in connection with the Workplace, the works or the Contract.

11.2.15.3 Contractor's obligations

The Contractor must discharge its duties and comply with all relevant obligations under the WHS Act, including (but not limited to) the following:

- The duties of a principal contractor.
- The duties of a person conducting a business or undertaking.
- The duties in relation to health and safety matters in relation to or connected with the management and control of the workplace.
- The duty to ensure all risks to health and safety are eliminated minimised or managed.
- Any other duties, obligations, standards and requirements under the WHS Act which may be or become applicable in relation to or in connection with the Contract or the works.

11.2.15.4 Additional Contractor obligations

Without limiting the obligations in Clause 11.2.15.1 and 11.2.15.3 of these additional clauses, the Contractor must ensure the Contractor, its officers, employees, agents and subcontractors:

- Are familiar with and comply with all their obligations and exercise due diligence in discharging all their duties under the WHS Act

- As a minimum comply with the Principal's reasonable policies, procedures and directions in relation to health and safety
- Are suitable and competent, and must retain evidence of that verification, and provide that evidence to the Principal promptly upon written or verbal request
- Where the Contractor provides or commissions any design for the works, the Contractor must:
  - Ensure that it and any designer discharge all duties as required under Part 6.2 of the WHS Regulation
  - Obtain a design safety report from any designer in accordance with the WHS Regulation and provide a copy to the Superintendent
  - Ensure it obtains full details of all hazards and risks from any designer and incorporates corresponding methods of controlling these in the WHS Management Plan.

11.2.15.5 Primary responsibility

As between the Principal and the Contractor, where a duty is held by both parties, and without limiting the Principal's rights under the Contract, the Contractor has the primary responsibility for ensuring that duty is discharged and any investigations are undertaken.

If the Contractor cannot discharge its work health and safety duties and obligations under the WHS Act or the Contract to the standard imposed by the WHS Act or the Contract, the Contractor must:

- Ensure work health and safety is preserved including, if necessary, stopping the relevant part of the works.
- Immediately notify the Principal and consult, cooperate and coordinate with the Principal to ensure any duties are discharged or issues resolved to the standard required.
- If the Contractor in its capacity as principal contractor or otherwise in relation to the Contract, the workplace or the works, creates, sends or receives any document, notice or report under the WHS Act, it must forward a copy to the Principal.

11.2.15.6 Communication, consultation and coordination

The Contractor must, before commencing the works and then on an ongoing basis, consult, cooperate and coordinate with:

- The Principal.
- All other duty holders in relation to any duty held by the Contractor.
- Workers (whether or not directly employed by the Contractor) who are or are likely to be directly affected.
- Relevant suppliers, contractors and other third parties, in relation to any health or safety matters arising out of or in connection with the workplace, the works or the Contract.

Without limiting the above obligations, the Contractor must as a minimum comply with the Principal's reasonable policies and procedures in relation to communication, consultation and coordination.

11.2.15.7 Payment

No separate payment will be made for complying with the WHS Act, WHS Regulation or the work health and safety requirements under this Contract. The Contractor shall allow for the cost of compliance in the Contractor's tendered price.

11.3 Building and Construction Industry (Portable Long Service Leave) Act

The Contractor, on behalf of the Principal, shall pay the long service levy pursuant to the Building and Construction Industry (Portable Long Service) Act for the building and construction work to be carried out under this Contract.

No separate payment will be made to the Contractor for compliance with this clause, but rather full compensation, including for payment of the long service levy shall be included in the scheduled rates generally.

11.4 Environment Protection Act 1994

11.4.1 General

The Contractor shall observe and comply with all environmental protection requirements that apply to the area in which work under the Contract is to be carried out. Refer to the technical specification for specific conditions.

11.5 Sustainable Planning Act 2009

Before commencing work under the Code for self-assessable development: For tidal works, or work completely or partly within a coastal management district (DEHP, 2014), the Contractor is responsible for ensuring the work will comply with the code. Development that cannot meet the acceptable outcomes does not comply with the code. If development cannot comply with the code a development approval under the *Sustainable Planning Act 2009* (SPA) must be obtained. Section 574 of SPA requires that a person must comply with applicable codes for self-assessable development or the work may be considered as a development offence and penalties apply.

12.0 PRINCIPAL'S RULES AND REQUIREMENTS

12.1 Out of Bounds

All workers will be required to observe the limits of the areas which they may use as laid down by the Council and they shall refrain from entering any areas laid down as 'out of bounds' by the Council.

The Contractor shall at all times be responsible to the Chairman of the Council for the proper conduct and behaviour of all employees and the strict observance by them of any limitations imposed and shall comply with instructions given by the Chairman of the Council or the Superintendent in respect of such limitations.

12.2 Interruptions to Services

Interruptions to services shall be kept to a minimum and shall be confined to times suitable to the Council. A minimum of 48hrs notice of all proposed interruptions must be given, in writing, to the Chief Executive Officer and the Superintendent. Council shall then advise the Contractor whether the proposed timing is suitable or unsuitable. If deemed unsuitable the Contractor shall amend the timing to suit Council's requirements.

12.3 Normal Working Hours

Working hours shall be 7am - 6pm Monday to Friday, and 7am - 12pm on Saturday. No work will be allowed on Sundays. Construction vehicles shall not drive within the community on Sundays.

Any work carried out by the Contractor outside normal working hours, shall be subject to the written approval by the Council and the Superintendent's Representative.

12.4 Publicity

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without prior written approval of the Principal.

12.5 Immunisation against Infectious Diseases

The Contractor shall ensure, at their own expense that all field employees and subcontractors are immunised against infectious diseases as found in Mornington Island as required by the Department of Health.

12.6 Animals

The Contractor shall ensure that no animals are brought into the community by their employees or subcontractors. Any of the Contractor's employees or subcontractors found to have animals in the community shall be removed from site at the Contractor's expense within 24 hours of written notification from the Superintendent. Failure to comply with this clause shall be a breach under the Contract.

12.7 Abuse and threatening behaviour

The Contractor shall ensure that their workers and subcontractors do not abuse (verbally, physically etc.) threaten or intimidate any person whilst employed under this Contract. Where such abuse has occurred, in the opinion of the Superintendent, the Contractor shall immediately confine the person(s) responsible for the abuse to the Contractor's camp until their immediate departure from the community for the remainder of the Contract. The person deemed responsible for such abuse, in the opinion of the Superintendent, shall be removed from site at the Contractor's expense within 24 hours of written notification from the Superintendent. Failure to comply with this clause shall be a breach under the Contract. All costs in relation to removing and replacing the person(s) responsible for the abuse, in the opinion of the Superintendent, shall be borne by the Contractor. All allowances for this activity shall be included in the Schedule of Rates generally.

12.8 Alcohol Management Plan

The Contractor shall abide by the Alcohol Management Plan for Mornington Island throughout the entire duration of the Contract. If the Plan is amended during the course of the Contract the Contractor shall abide by the new Plan.

13.0 EXPLOSIVES

Refer to Clause 15 of AS 2124-1992.

Explosives shall not be used in the works.

14.0 PRESERVATION OF PROPERTY MARKS

Refer to Clauses 14, 15 and 17 of AS 2124-1992.

The Contractor shall be held responsible for the preservation of all property and permanent survey marks within the area of the works and shall note that it is an offence under the Survey Marks Acts and Survey Co-ordination Acts to destroy such marks. The Contractor shall advise the Superintendent in writing of any such marks that necessarily must be removed to allow the work to proceed and the Superintendent, if they concur, shall forthwith engage a Licensed Surveyor at the Principal's expense to offset such marks.

If the Contractor disturbs or destroys any such mark without its previously having been offset as provided above, the Contractor shall inform the Superintendent of such disturbance or destruction. The Superintendent shall then arrange for reinstatement of the mark by a Licensed Surveyor at the Contractor's expense.

15.0 PROVISION FOR TRAFFIC

15.1 General

Refer to Clauses 15 and 17 of AS 2124 - 1992.

15.2 Traffic Management Plan

Prior to commencement of construction, the Contractor shall furnish to the Superintendent a traffic management plan in accordance with the requirements of Queensland Department of Transport and Main Roads Specification MRTS1102 Clause 6.

The Contractor shall ensure that there are ample large scale signs clearly indicating the safe access paths.

15.3 Signs and Attendance

The Contractor shall provide and maintain all necessary warning signs, attendance (including watchmen, flagmen and policemen), barriers and lights and shall take all reasonable precautions to prevent accidents or damage to personnel, property or the works during the execution of the works. The Contractor shall be held responsible for all damages arising from the neglect or insufficiency of such precautions.

All “reflectors” or other signs depending on the reflection of light from head-lamp beams for their effectiveness at night, shall be placed directly in the general line of traffic and at right angles to the direction from which traffic is approaching, so that adequate reflection is obtained to make the signs plainly visible at least 60m distant on straights or as far as possible on curves.

The arrangement and detail of warning devices to be erected on and near all works under construction shall be in accordance with the “Manual of Uniform Traffic Control Devices” under the Traffic Act.

15.4 Obstructions and Breakages

The Contractor shall not unnecessarily obstruct any side road, branch tracks or property accesses nor may they break down any fences, telegraph or power lines, or gates, or obstruct any drain or watercourses; but when such obstructions or breakages cannot be avoided they shall at once remove such obstructions, make adequate provision for traffic and immediately repair any damage.

16.0 SUPERINTENDENT

16.1 Superintendent to Act as Agent of the Principal

Further to Clause 23 of AS 2124-1992, for the purposes of receiving and delivering claims (including payment claims made under the Building and Construction Industry Payments Act 2004), the Superintendent shall act as agent of the Principal. The Contractor must provide the Superintendent a copy of any payment claim made to the Principal under the Building and Construction Industry Payments Act 2004 at the same time the claim is made to the Principal.

16.2 Payment

No separate payment will be made to the Contractor for compliance with this clause, but rather full compensation shall be included in the Schedule of Rates generally.

17.0 CONTRACTOR’S SITE SUPERVISOR/FOREMAN

Refer to Clause 25 of AS 2124 -1992

The Contractor’s site supervisor / foreman shall be the same person listed in the Contractor’s tender, unless approved otherwise by the Superintendent. Replacement personnel for this position shall be approved by the Superintendent (generally on the basis of their relevant experience and referees from previous projects), prior to arrival on site.

The Superintendent shall not be required to issue a Progress Payment Certificate and the Principal may withhold payment if the Contractor has employed on site a site supervisor / foreman who has not been approved by the Superintendent. The Principal shall not be held responsible for delays due to the need to find a replacement site supervisor / foreman who is acceptable to the Superintendent.

18.0 SITE MEETINGS

Refer to Clause 25 of AS 2124 – 1992.

The Superintendent will require the Contractor to attend meetings during the Contract period. Other stakeholders including Council, the Principal, will be invited to attend these meetings to assist in the dissemination of information between the Contractor and the Community. These meetings shall include, but are not limited to, the following:

- Post-contract award meeting (off-site) if required.
- Pre-start meeting – prior to commencement of construction.
- Fortnightly site meetings during the Contract.
- Practical completion, defects and commissioning meetings.

All meetings shall be held on site unless directed otherwise by the Superintendent.

Additional meetings may also be required during the defects liability period/s for the works; however these may not necessarily be held on site.

No separate payment will be made to the Contractor for compliance with this clause, but rather full compensation shall be included in the Schedule of Rates generally.

19.0 POSSESSION OF SITE

Refer to Clause 27.1 of AS 2124-1992.

The Principal may give the Contractor possession of the site (or of part of the site) conditional upon any or all of:

- The Contractor's having paid the training and portable long service leave levy (refer to Clause 11.3 of this Job Specification).
- The Contractor's having complied with the requirements of Clause 21.1 of AS 2124-1992.
- The Contractor’s having established a quality system in accordance with the requirements of Clause 22.0 of this Job Specification.
- The Contractor’s having submitted to the Superintendent an approved construction program in accordance with the requirements of Clause 23.0 of this Job Specification.
- The Contractor’s having submitted a traffic management plan in accordance with Clause 15.2 of this Job Specification.

If the Principal gives conditional possession of the site as specified above, the Contractor shall not take possession of the site and shall not commence work thereon until the Contractor has complied with each condition.

20.0 WORK ON THE SITE BY OTHERS

Refer to Clause 27.2 of AS 2124-1992.

In addition to the provisions of that Clause 27.2, the Contractor shall permit Telstra, Ergon Energy and any other like authority or owner of a service to have access to the site and to execute work on the site and shall co-operate with such authorities and shall co-ordinate their own work with that being carried out by such authorities or owners, notwithstanding that such authorities or owners may not have been engaged by the Principal.

The Principal's undertaking to ensure that the Contractor is not impeded in the work under the Contract at the site shall apply only where the Principal has engaged an authority or owner of a service to carry out work on the site. The Superintendent shall notify the Contractor of any such engagement.

21.0 MATERIALS AND WORK

21.1 General

Refer to Clause 30.1 of AS 2124-1992.

All materials used and practices followed in the execution of the works, if not specified or described in the Specification or the Drawings or a Schedule, shall comply with the relevant Australian Standards.

21.2 Editions of Standards

Where the edition of any Australian Standard or other standard is stated in the Specification, that edition shall apply for the whole of the Contract period including the Defects Liability Period.

Where the edition of any Australian Standard or other standard referred to in the Specification or relevant in accordance with Clause 21.1 above is not stated in the Specification, the edition current at the time of calling tenders shall apply for the whole of the Contract period including the Defects Liability Period.

Notwithstanding the above, the Superintendent may direct that a different edition (of any Australian Standard or other standard) from the edition specified shall apply to the Contract.

Where the Contract refers to Australian Standards, the Contractor shall own a copy of each relevant standard, and if he doesn't, then shall purchase a copy of each standard referred to immediately, at their own expense, and send to site.

Payment may be withheld for any item carried out to an Australian Standard that the Contractor does not own or retain on site.

The Contractor may be required to produce these documents on site as evidence of compliance with this clause.

22.0 CONTRACTOR'S QUALITY ASSURANCE

22.1 General

Refer to Clause 30.2 of AS 2124-1992.

The Contractor shall control the quality of the Contract Works.

The Contractor shall have and shall implement a Quality System that is based on and is in accordance AS/NZS ISO 9001-2008 and is at least second-party certified.

22.2 Quality Assurance Representative

The Contractor shall have named its Quality Assurance Representative (QAR) in its tender.

The QAR shall be a suitably qualified person that has authority to control effectively the complete quality assurance process. The QAR shall be site-based.

The Contractor shall confirm the name of the QAR to the Superintendent before commencing work.

22.3 Quality Records

The Contractor's Quality System shall include sufficient quality records to provide objective evidence that the requirements of the Contract are met. The evidence shall include Contractors' and Suppliers' records relevant to this Contract. Records must include an indexed and catalogued photographic record that is time and date stamped. The frequency and locations of the photographs shall be specified in the Contractors quality plan for approval by the Superintendent. When requested by the Superintendent, the Contractor shall provide access to all quality records relevant to the Contractor's Quality System under this Contract.

22.4 Certifications

22.4.1 To Accompany Each Payment Claim

A Conformance Report shall accompany each payment claim from the Contractor in respect of the work completed to the date of the claim and the subject of the claim, certifying that the Contract Works as constructed are in full accordance with the Contract requirements.

In any statement of the amount payable in a payment certificate, the Superintendent shall not be required to include in the amount, and the Superintendent shall not be obliged to pay, the value of any work for which evidence of conformance has not been submitted as set out in this clause.

Certification and payment shall not be unreasonably withheld, however, where the relevant evidence of conformance has not been submitted due only to the normal delays in processing, testing, analysis and reporting. In that case the Contractor's payment claim shall set forth the lots for which payment is claimed but for which Conformance Reports have not been submitted and shall certify that Conformance Reports for those lots will be submitted prior to the next payment claim.

If any work for which payment has been included in the amount payable shown in a payment certificate is found not to be in accordance with the Contract, the Superintendent may take this into account in valuing any future certificate.

22.5 At Practical Completion

Prior to the Date of Practical Completion, the Contractor shall submit a Conformance Report certifying that the Contract Works have been constructed in accordance with the Specification and Drawings or approved revisions thereto.

If any work for which payment has been made is found not to be in accordance with the Contract, the Superintendent may take this into account in valuing any future certificate.

23.0 CONSTRUCTION PROGRAM

23.1 General

Refer to Clause 33.2 of AS 2124-1992.

The Construction Program lodged by the Contractor with its Tender (including any amendment made in accordance with the Conditions of Tendering) and accepted by the Principal will be deemed to have been furnished by the Contractor on the Date of Acceptance of Tender and will be a construction program included in the Contract.

23.2 Form of Construction Program

Within 14 days after the Date of Acceptance of Tender the Contractor shall furnish to the Superintendent the construction program augmented and re-presented as necessary to show:

- Any activities, including activities to be carried out by the Principal or others, that may affect the progress of the work under the Contract but are not shown in the construction program lodged by the Contractor as part of its Tender.
- The duration of each activity.
- The logical links between activities on the Gantt chart including the critical path.
- The Contractor, within fourteen days after the Date of Acceptance of Tender, shall furnish to the Superintendent a digital copy of the construction program in MS Project 2010.

24.0 LIQUIDATED DAMAGES FOR DELAY IN REACHING PRACTICAL COMPLETION

Clause 35.6 of AS2124-1992 is omitted from this Contract.

25.0 LIMIT ON LIQUIDATED DAMAGES

Clause 35.7 of AS 2124-1992 is omitted from this Contract.

26.0 BONUS FOR EARLY PRACTICAL COMPLETION

Clause 35.8 of AS 2124-1992 is omitted from this Contract.

27.0 MAINTENANCE

27.1 Defects Liability

Clause 37 of AS 2124-1992 is omitted from this Contract.

28.0 CERTIFICATES AND PAYMENT

28.1 Claims for Payment

A claim for payment lodged by the Contractor shall not be headed “tax invoice”. The Contractor’s tax invoice shall only be submitted after the Superintendent has issued a draft progress certificate.

A complete claim for payment shall include:

- Consecutively numbering.
- Every item for which payment is being claimed up to the date in the claim listed in the manner and in the order of the Schedule of Rates.
- The amount of payment being claimed in respect of each item together with supporting calculations.
- Details of variations if any issued by the Superintendent, with the amounts to be added or deducted in respect of each. All variations shall be identified by their numbers and titles.
- A summary of day work, if any, ordered by the Superintendent.
- A summary grouped in the same manner as in the Schedule of Rates showing the total gross value of work done to the date of the payment claim.
- Statutory declaration complying with Clause 43 AS 2124.
- A progress report including employment and training progress against project requirements.
- Quality Assurance documents referred to in Clause 22.0.

An incomplete claim for payment shall not be processed. Progress claims shall be lodged with the Superintendent, not the Principal.

28.2 Payment Certificates

To remove any doubt, the Superintendent shall allow in any payment certificate issued pursuant to clause 42.1 of AS 2124-1992, any Final Certificate issued pursuant to clause 42.8 of AS 2124-1992 or a Certificate issued pursuant to clause 44.6 of AS 2124-1992, any amounts due from the Contractor to the Principal under clause 35.6 of AS 2124-1992 or clause 37.0 of this Job Specification – Non-Technical.

28.3 Tax Invoices Given by the Contractor

Refer also to Clause 14 of AS 2124 1992.

If the Superintendent does not issue the draft payment certificate within 10 business days of receiving a claim for payment that is in accordance with Clause 28.1 of this Job Specification and Clause 42.1 of AS 2124 1992 the Contractor shall submit a valid tax invoice that reflects accurately the amounts shown in the payment claim.

For the purposes of this Contract a valid tax invoice is a tax invoice that:

- Complies with relevant legislative requirements.
- Is in its original form (i.e. not faxed or photocopied).
- Reflects accurately the amounts shown in the payment certificate.
- Is addressed to the Principal

28.4 Tax Invoices Given by the Principal

If an amount payable to the Principal is the amount of a payment or moneys due to the Principal on which goods and services tax is payable:

- The Principal may set off against payment to the Contractor, the amount of goods and services tax payable.
- The Principal shall give a tax invoice to the Contractor.

28.5 Time for Certificates and Payment

In this Clause 28.0 "business day" has the meaning in the Building and Construction Industry Payments Act.

Under Clause 42.1 of AS 2124-1992, 1st sentence of paragraph 1 shall be replaced with the following text:

- Within 15 business days after receipt of a complete claim for payment, the Superintendent shall issue to the Contractor a draft payment certificate stating the amount of the payment which, in the opinion of the Superintendent, is to be made by the Principal to the Contractor, or the Contractor to the Principal. Within 5 business days of receiving the draft payment certificate, the Contractor shall submit an original Tax Invoice to the Superintendent matching the draft payment certificate. Subject to receiving a correct original Tax Invoice, the Superintendent shall issue a signed payment certificate to the Principal for payment with a copy to the Contractor.

Notwithstanding anything contrary to Clause 42.1 of AS 2124-1992:

- the Principal shall pay in accordance with that Clause 42.1 of AS 2124-1992 not later than the earlier of 20 business days after the Principal has received the signed payment certificate referred to in that Clause 42.1 of AS 2124-1992 or 30 business days after the Superintendent has received the Contractor's progress claim made in accordance with Clause 42.1 of AS 2124-1992, but the Principal shall not be obliged to pay earlier than the earlier of 15 business days after the Principal has received both certificates referred to in that Clause 42.1 of AS 2124-1992 or 30 business days after the Superintendent has received the Contractor's progress claim made in accordance with Clause 42.1 of AS 2124-1992.

29.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

29.1 General

Refer to Clause 43 of AS 2124-1992.

29.2 Payment of Employees

With each claim for payment the Contractor shall furnish to the Superintendent the statutory declaration and documentary evidence specified by paragraph (a) of Clause 43 of AS 2124-1992.

29.3 Proof of Final Payments by Contractor

Upon the issue of the Final Certificate, the Contractor shall deliver to the Superintendent a statutory declaration made before a Justice of the Peace to the effect that all claims for royalties on timber, gravel or other materials or for damage or injury arising out of the Contract have been satisfied and that wages and allowances of workmen employed on or about the works, including subcontractors and workmen of subcontractors, and any other person working for the Contractor have been paid in full to the date of such statutory declaration, in accordance with the various Industrial Awards that are applicable.

In addition the statutory declaration shall contain a statement to the effect that no subcontractors or piece workers have been employed other than those approved in accordance with Clause 9 of AS 2124-1992.

30.0 DEFAULT BY THE CONTRACTOR

Refer to Clause 44.2 of AS 2124-1992.

Substantial breaches also include failing to establish, within one month after the Date of Acceptance of Tender, a quality system that is in accordance with the Contract, in breach of Clause 30.2 of AS 2124-1992.

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1.0 GENERAL

1.1 Introduction

Mornington Shire Council is planning to replace the existing Jetty and Barge Ramp with a new Jetty and new Barge Ramp to achieve better access to the Island.

The existing Jetty is aging and has suffered two recent impacts by lost control vessels in 2014 and earlier 2015. Hence, a new jetty structure is planned to be built at the same location as the existing requiring the existing jetty to be demolished.

This specification details the general requirements for the demolition of the existing jetty.

In general, the jetty comprises the following elements:

- concrete abutment
- timber piles, headstocks, joists and deck planks
- kerbs and timber fender piles
- access ladders and cover roof
- water and electrical services
- miscellaneous furniture.

The Contractor shall refer to the Tender Information and Conditions of Tendering, Particular Conditions of Contract and other contractual information.

1.2 List of Drawings

The available drawings that detail the Jetty can be found in Appendix A.

1.3 Disposal of Materials

All waste materials from the works other than those specified in Section 3.0 of the Specification shall become the property of the Contractor for disposal at an approved waste site.

The Contractor shall submit waste tracking information to the Department of Environment and Heritage Protection as part of the process for tracking waste types as listed in Schedule 2E of the *Environmental Protection Regulation 2000*.

The Contractor shall exercise care not to dispose of materials in or allow any material to enter into the water. The works area and its environs shall be inspected after the works are completed and the Contractor shall remove, at its own expense, any waste materials that are required to be removed under this Contract.

1.4 Temporary Lights

It shall be the responsibility of the Contractor to provide temporary lights in working order to the approval of the Superintendent during the demolition where they pose a risk to navigation of vessels, in particular those using the nearby barge ramp and recreational boating facilities as well as moorings.

The lights shall be visible through 360 degrees at a minimum distance of 200 metres.

1.5 Works Sign

A project sign shall be installed by the Contractor in a prominent location selected by the Superintendent at each site before work starts. The signs shall be approximately 900mm x 600mm fabricated from coreflute material and include:

- the contractor's name and logo, Principal's name and logo
- a description of the works
- duration of the works.

The Superintendent will supply the artwork and content for the signs, which the contractor shall fabricate and install at the directed location.

The cost of the supply and erection of the signs shall be shall be deemed included in the Contractor's tendered price.

Upon issue of the certificate of Practical Completion, the signs shall become the property of the Contractor and be removed from the site.

1.6 As Constructed Drawings

The Contractor shall supply survey drawings in CAD dwg and PDF formats showing the location of piles that are not completely extracted (refer Section 3.3). This As Constructed information shall be submitted within 14 days after the Date of Practical Completion.

2.0 ENVIRONMENTAL MANAGEMENT

2.1 General

Construction activities shall not cause unauthorised harm to the environment. All construction staff have a general duty of care to minimise environmental harm under the *Environmental Protection Act 1994*, and have a duty to notify supervisors or managers if they become aware that environmental harm has occurred or could occur.

Environmental management will be done in accordance with legislation, approval conditions, Code for self-assessable development conditions (refer Clause 2.2), this Technical Specification and the Contractor's Environmental Management Plan (Construction) EMP(C) (refer Clause 2.2).

The Superintendent shall conduct regular inspections, observations and audits to monitor compliance of all conditions of the statutory approvals, conditions of the Code for self-assessable development and the Contractor's EMP(C).

Payment for complying with the approval conditions, conditions of the Code for self-assessable development and EMP(C) shall be deemed included in the Contractor's tendered price.

2.2 Tidal Works

A self-assessable code has been made under the *Coastal Protection and Management Regulation 2003* (Coastal Regulation) to enable State and local governments to undertake self-assessable development under Schedule 3, Part 2, Table 4 of the *Sustainable Planning Regulation 2009*; if development is tidal works, or work completely or partly within a coastal management district, and is operational work, mentioned in Schedule 3, Part 1, Table 4, Item 5(a) or (b)(i) of the *Sustainable Planning Regulation 2009.* For the purpose of these works, the code applies to work undertaken by a local government or their contracted representative.

The Contractor shall review the Code for self-assessable development: For tidal works, or work completely or partly within a coastal management district (DEHP, 2014). Specifically, the following parts of the code will apply to these works:

- Part A of the code provides the acceptable outcomes that must be met for all development.
- Part B.5 of the code provides the acceptable outcomes that must be met for demolition of structures seaward of the high-water mark.

Before commencing work under this code, the Contractor is responsible for ensuring the work will comply with the code. Development that cannot meet the acceptable outcomes does not comply with the code. If development cannot comply with the code a development approval under the *Sustainable Planning Act 2009* (SPA) must be obtained. Section 574 of SPA requires that a person must comply with applicable codes for self-assessable development or the work may be considered as a development offence and penalties apply.

2.3 Contractor's Environmental Management Plan (Construction)

The Contractor shall prepare an Environmental Management Plan (Construction) EMP(C), specific to the works and the Contractor's work method. The EMP(C) shall be completed and submitted to the Superintendent for approval before establishing on site (**HOLD POINT**).

The Contractor shall make any amendments to the EMP(C) as requested by the Superintendent to meet the requirements of the conditions of the Code for self-assessable development and other approval / permit conditions, as identified by the Contractor (refer Clause 2.4). Payment for amendments is deemed included in the Contractor's tendered price.

The Contractor shall implement all environmental controls in accordance with the approved EMP(C).

2.4 Statutory Approvals

The Contractor shall satisfy itself that that all necessary approvals and permits have been obtained and that works are carried out in accordance with conditions of the approvals and permits.

3.0 DEMOLITION OF EXISTING MORNINGTON ISLAND JETTY

3.1 Scope of Work

This section details the general requirements for the demolition of the existing jetty at Mornington Island. The scope of work includes the following items:

- Demolish, remove and dispose of all elements forming the Jetty as discussed below and as shown in the design drawings in Appendix A.
- The timber elements that are considered recyclable by the Superintendent shall be transported and stored at the location on the Island nominated by the Superintendent. All other elements shall be disposed at the nominated location on the island as directed by the Superintendent.
- The Contractor shall inspect the Jetty carefully and determine if there are any dangerous materials and seek instruction from the Superintendent before demolishing.

The Contractor shall refer to the Conditions of Tender, General Conditions of Contract, Particular Conditions of Contract and other contractual information.

3.2 Codes and Standards

The demolition works shall comply with the latest issues, addenda and supplements of all relevant standards, regulations, codes and statutory requirements in Australia. These shall include but not limited to:

How to Safely Remove Asbestos Code of Practice, December 2011 by Safe Work Australia.

AS 1170	Minimum Design Loads on Structures
AS 1319	Safety Signs for the Occupational Environments
AS 1470	Health and Safety and Work – Principles and Practice
AS 1720.1	Timber Structures – Part 1: Design Method
AS 2321	Short-link Chain for Lifting Purposes (non-calibrated)
AS 2436	Guide to Noise Control on Construction, Maintenance and Demolition Sites
AS 4801	Occupational Health and safety Management Systems – Specification with Guidance for use
AS 4100	Steel Structures

Note: *Several of the Australian Standards (AS) have been prepared as joint Australian Standards/New Zealand Standards (AS/NZS). Where references are given to Australian Standards (AS) they shall also imply Australian Standards/New Zealand Standards (AS/NZS) where applicable.*

3.3 General

The original design drawings of the Mornington Island jetty are enclosed in Appendix A and are for information only. They are not as-built drawings and may not contain all structural and non-structural elements presently existing.

The structure is old, was hit by a lost controlled vessel and has significant signs of deterioration; for example, badly split timber piles, hence its structural capacity is uncertain. The Contractor shall inspect the site during tendering and make its own assessment of the current capacity of the structure to carry any loads that may be required during the demolition process.

The Contractor shall demolish, remove, dispose of, relocate or store all items necessary to carry out the works. The works described in this specification only provide an indication of the level of demolition required. The Contractor shall inspect the site before tendering and shall allow for all required demolition to carry out the works.

The Contractor shall make reasonable attempts to extract all the piles. The Contractor shall submit with its Tender the methodology and staging of the whole demolition and in particular, this component of work for assessment.

It is important that the Contractor shall obtain all necessary approvals from relevant Authorities for the demolition work. The Contractor shall demonstrate that he has adequate experience with this type of work in marine environment.

3.4 Standards

Demolition work shall be undertaken in accordance with the requirements of:

- AS 2601 - Demolition of structures.
- AS 2436 - Guide to noise control on construction, maintenance and demolition sites.
- How to Safely Remove Asbestos Code of Practice, December 2011 by Safe Work Australia.

3.5 Requirement of Authorities

Prior to the commencement of demolition evidence of the following shall be provided:

- All approvals to demolish from appropriate Authorities are obtained and available for inspection by Superintendent.
- Requirements of authorities relating to the works shall have been complied with.
- A scaffold permit shall have been obtained from the appropriate authority (if scaffolding is proposed to be used).
- All precautions necessary for protection of persons and property shall have been taken and suitable protective devices provided to the approval of the relevant authority.
- Environmental Management Plan shall have been prepared and followed.
- Pre-work notification of intention to undertake work under the Code for self-assessable development: For tidal works, or works completely or partly within a coastal management district (DEHP, 2014) has been submitted.
- All debris and waste shall be captured and disposed of safely as required by the Authorities.
- Treatment for vermin infestation shall have been carried out and a certificate shall have been obtained from the appropriate authority.
- All fees and other costs shall have been paid.

3.6 Materials and Demolition

All recyclable timber elements are to be removed and stored at the nominated locations and become the property of the Principal. All other demolished elements, unless advised otherwise by the Superintendent, become the property of the Contractor and shall be removed from site and disposed at the location nominated by the Superintendent.

Demolished and excavated material, debris and rubbish shall be contained within the area of the demolition site. Demolition materials shall not be left on the seabed; no waste is to be dropped into the water.

If any of the piles cannot be extracted after all reasonable attempts, and the Contractor has demonstrated that all efforts have been spent, then the Superintendent may approve cutting off of the piles. Those piles shall be cut off at 1m below the seabed or as approved by the Regional Harbour Master. Piles to be cut off shall be surveyed prior to cutting off to record the remnants of pile material remaining in the seabed. A drawing showing the pile remnants will be prepared by a licensed surveyor and submitted to the Superintendent after completion of the demolition.

All demolition work shall be carried out in a careful and systematic manner and in accordance with the approved programme and methodology.

Burning of demolition materials on site shall not be permitted.

Salvaged materials shall be transported and stored at an approved location.

3.6.1 Material Relocated for Re-use by Superintendent

The Contractor shall remove and transport the following material from the existing Mornington Island Jetty with care for re-use by the Superintendent:

- all reasonably intact timber piles
- all reasonably intact timber framing members
- any reusable electrical elements and water pipes.

The Contractor shall deliver these materials to the nominated locations on the Island. The Superintendent shall be advised at least 2 working days prior to the delivery of these materials.

3.7 Construction Methods

3.7.1 Occupational Health and Safety

All necessary and statutory precautions shall be taken to protect the health of persons where demolition works may expose workmen and other persons on or within the vicinity of the Site to conditions which are dangerous or potentially dangerous to health including the noxious effects of dust, fumes, liquids, infection, explosion or other hazards.

Protective devices shall be provided appropriate to the type of hazardous materials and conditions encountered (such as protective clothing, masks, screens, shielding, coverings and similar) and ensure that they are used correctly while such works are in progress and while health risks remain.

All necessary precautions shall be taken for the prevention of fire.

Prior to commencement of demolition a detailed Construction Method Statement shall be prepared and submitted to the Superintendent for review. The Construction Method Statement shall give full details of the proposed site working practice for demolition work, and shall be prepared as an adjunct to other existing regulations and statutes pertinent to occupational health and safety on the Site.

All personnel employed on the Site during the course of demolition works shall follow the procedures laid down in the Construction Method Statement.

3.7.2 Protection of Adjacent Works

Structures, services and surfaces adjacent to demolition work, which are to remain, shall be protected from damage due to demolition work. All damage to adjacent facilities occasioned by inadequate protection shall be made good.

3.7.3 Temporary Works

Temporary works necessary to carry out the demolition work including the following shall be provided, including but not limited to:

- Fencing and barricades.
- Hoardings.
- Bracing and other temporary supports for partially demolished and adjacent structures.

3.7.4 Sequence of Work

Demolition work shall proceed in a sequence consistent with other components of the Works.

3.7.5 Loads on Structures

Excessive loading of structures shall be avoided while demolition is in progress and the Contractor shall not overload any structures, beach or embankments.

3.7.6 Disconnection and Demolition of Services

Services affected by the demolition works shall be disconnected and/or relocated prior to commencement of demolition.

The Contractor shall inspect and determine all existing services that are present on the Jetty for attention.

All the services shall be disconnected by licensed personnel only. They shall include, but not limited to, electrical and water.

The services shall be disconnected in such a way that they will be safely and easily reconnected in the future when a new Jetty is to be constructed at the same location.

3.8 Clean-Up Inspection

The Contractor shall undertake a clean-up inspection to verify that that all waste has been removed from site and that any disturbed areas have been reinstated to the original state.

The Contractor shall provide the Superintendent with photographs of all land areas of the site at low tide.

3.9 Post-work Notification

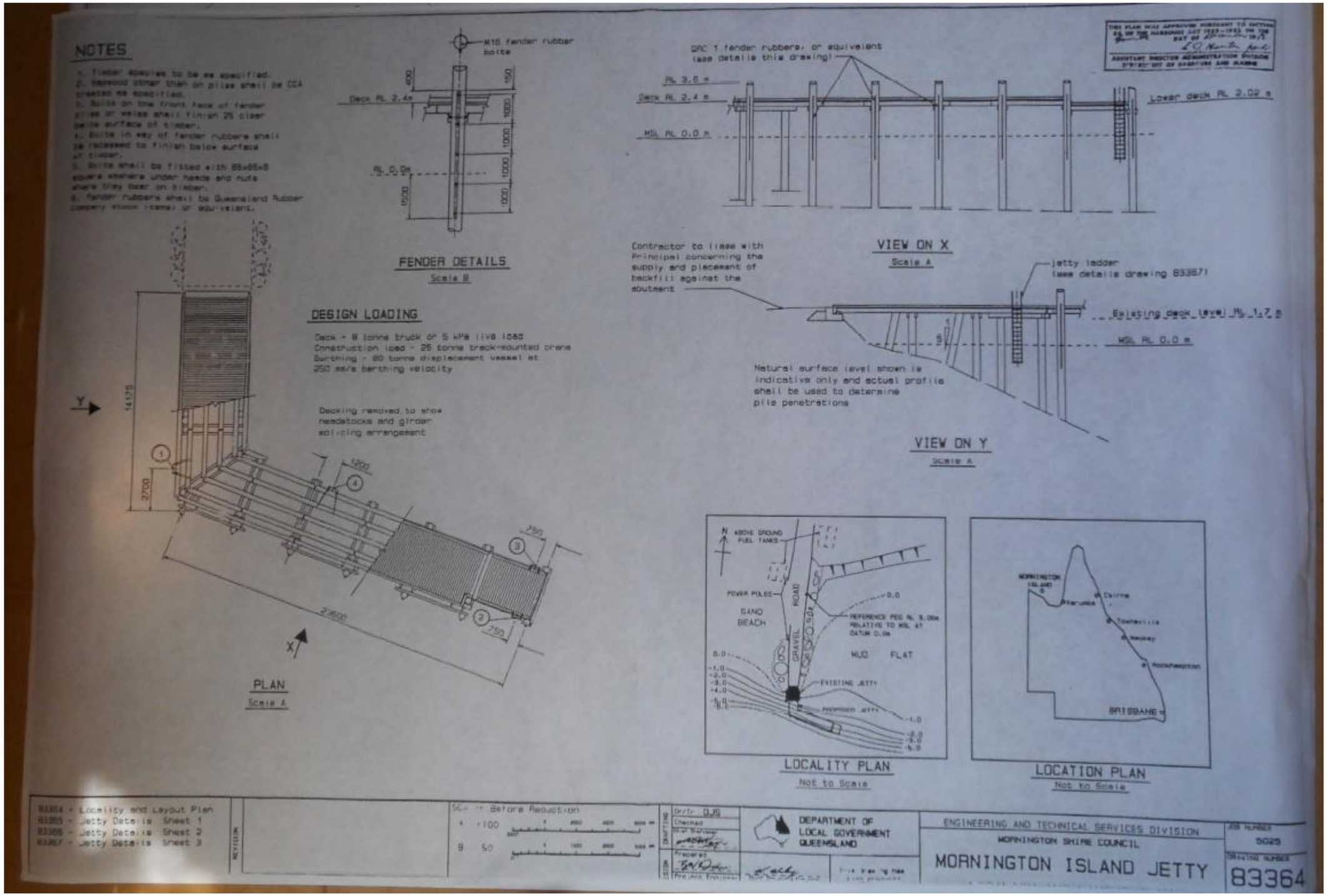
The Contractor shall provide evidence of having provided post-work notification of completion of work under the Code for self-assessable development: For tidal works, or works completely or partly within a coastal management district (DEHP, 2014) has been submitted.

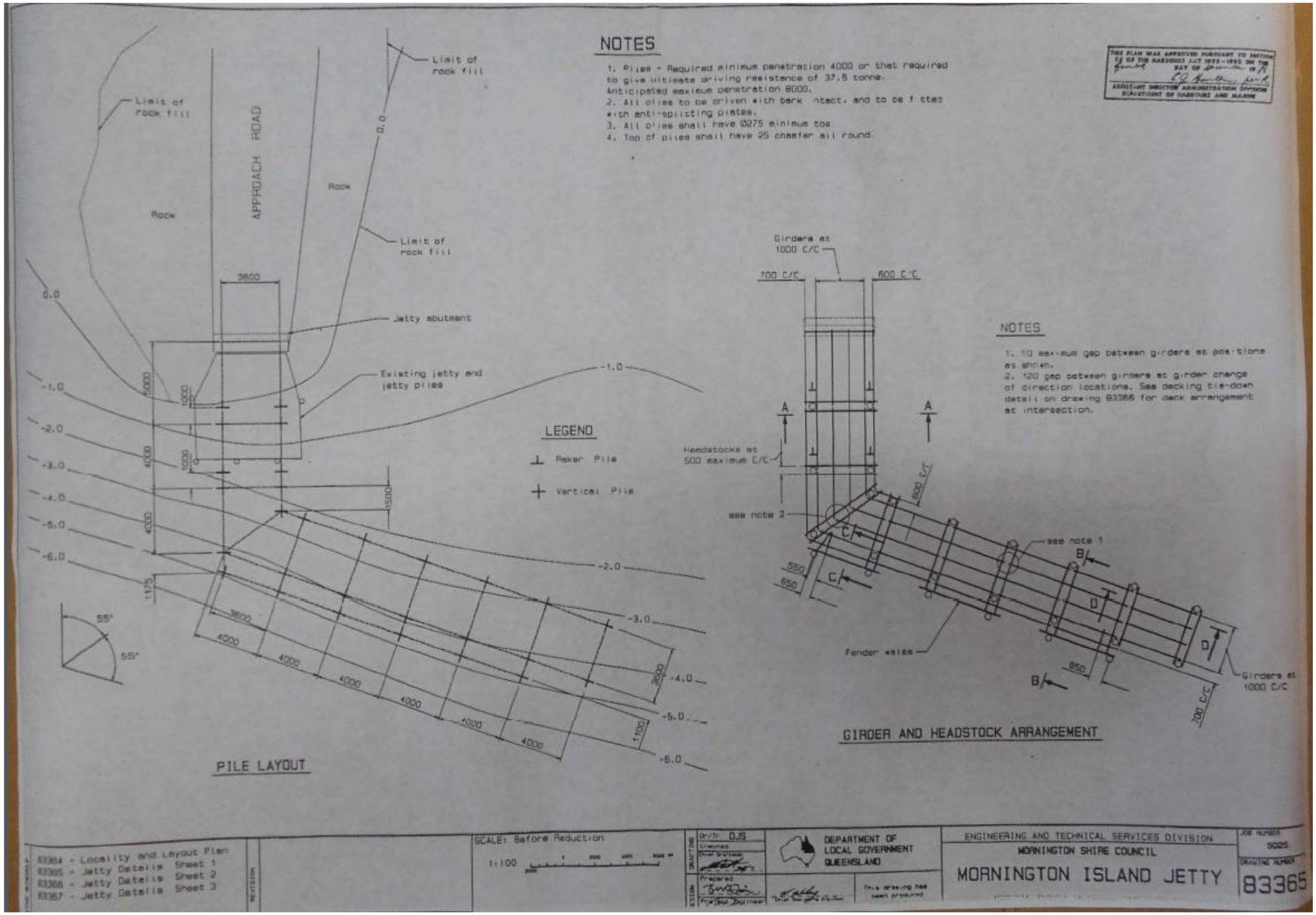
Appendix A

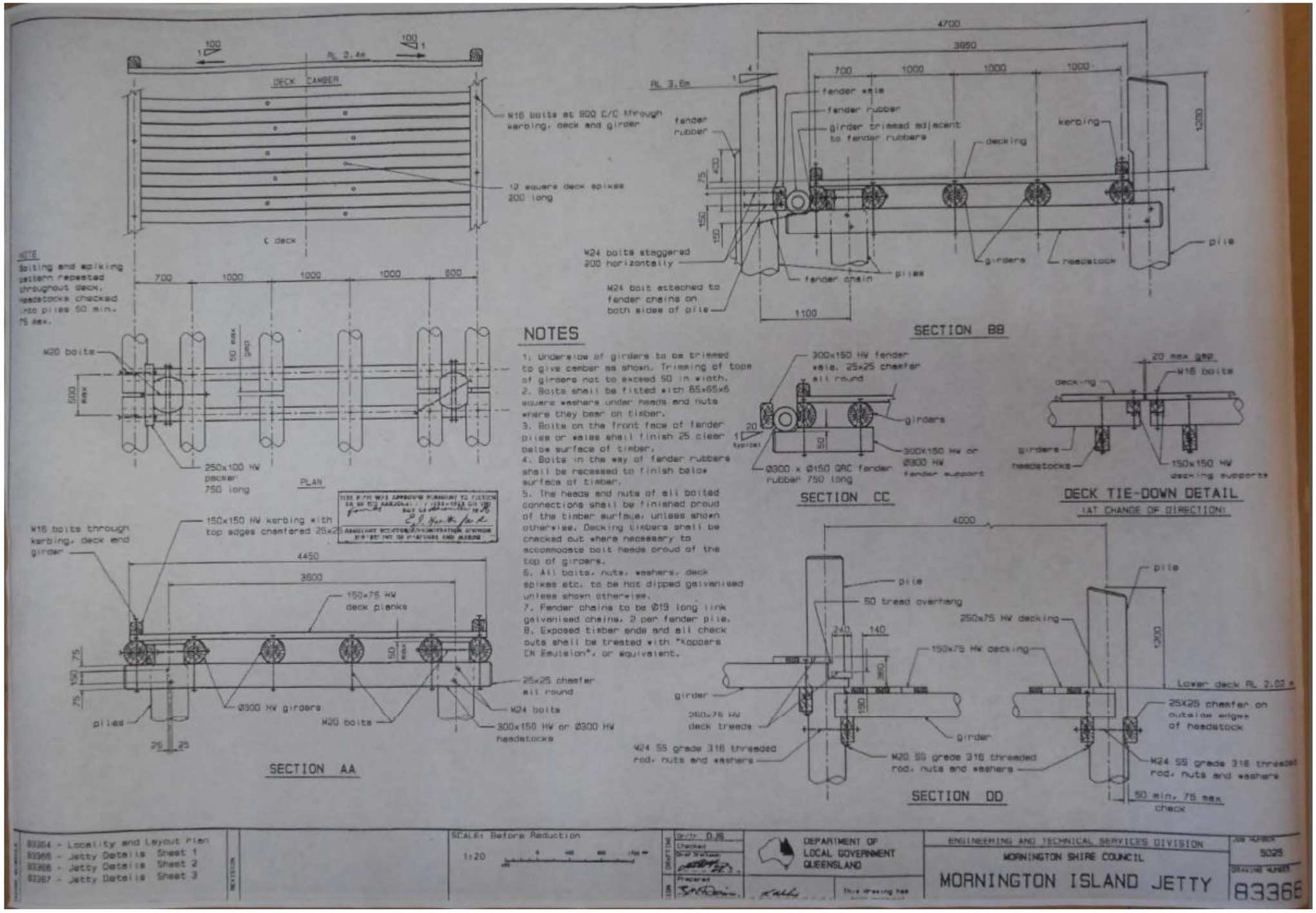
Design Drawings of Mornington Island Jetty

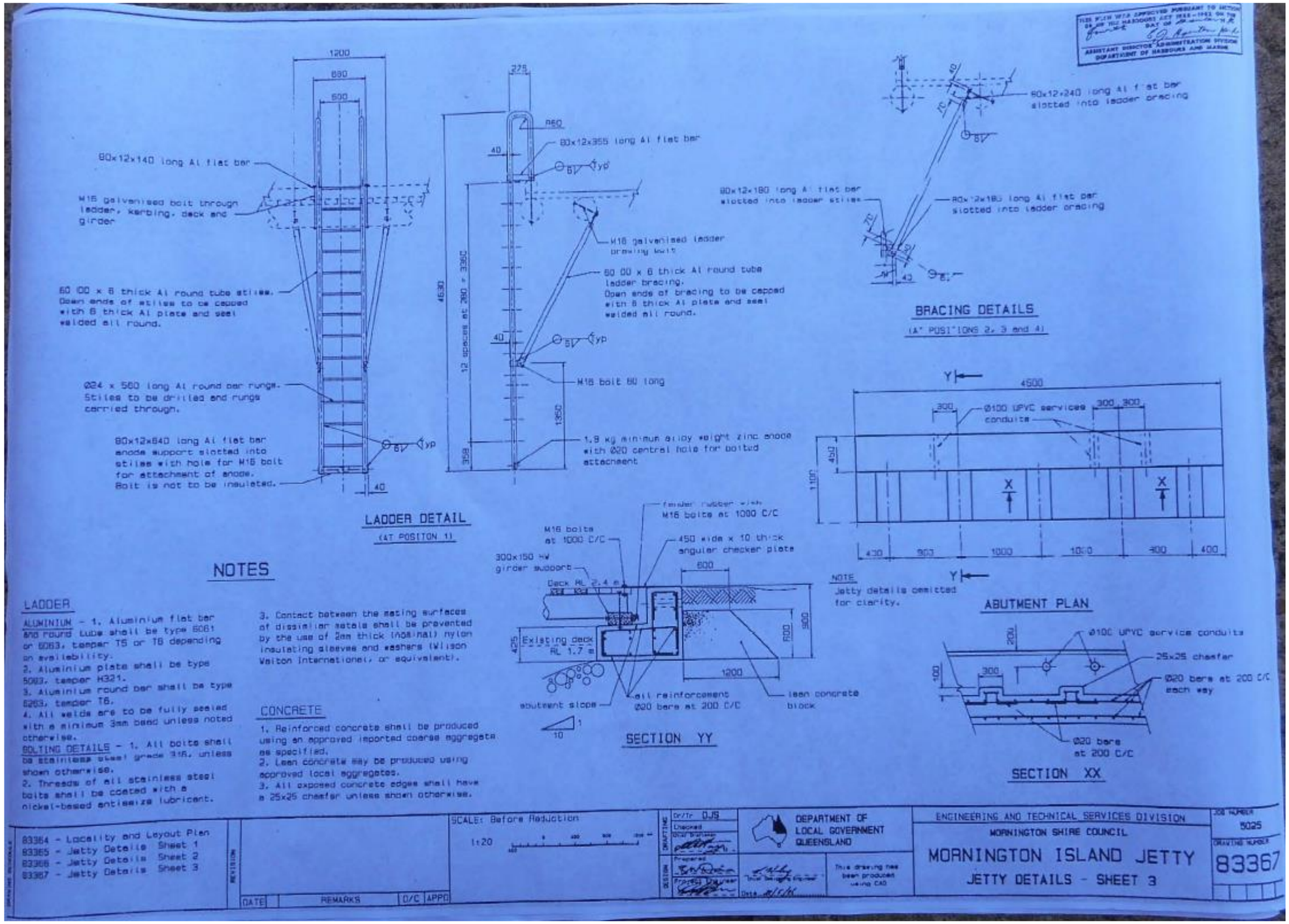
Appendix A Design Drawings of Mornington Island Jetty

- Drawing number 83364
- Drawing number 83365
- Drawing number 83366
- Drawing number 83367


NOTES
M16 fender rubber bolts
Deck RL 2.4m
RL 0.0m
FENDER DETAILS
Scale B
QRC 1 fender rubbers, or equivalent (see details this drawing)
RL 3.6 m
Deck RL 2.4 m
MSL RL 0.0 m
Lower deck RL 2.02 m
VIEW ON X
Scale A
Contractor to liase with Principal concerning the supply and placement of backfill against the abutment
Jetty ladder (see details drawing 83367)
Existing deck level RL 1.7 m
MSL RL 0.0 m
Natural surface level shown is indicative only and actual profile shall be used to determine pile penetrations
VIEW ON Y
Scale A
DESIGN LOADING
Deck - 8 tonne truck or 5 kPa live load
Construction load - 25 tonne track-mounted crane
Berthing - 80 tonne displacement vessel at 250 mm/s berthing velocity
Decking removed to show needbeams and girder splicing arrangement
PLAN
Scale A
LOCALITY PLAN
Not to Scale
LOCATION PLAN
Not to Scale
83364 - Locality and Layout Plan
83365 - Jetty Details Sheet 1
83366 - Jetty Details Sheet 2
83367 - Jetty Details Sheet 3
DEPARTMENT OF LOCAL GOVERNMENT QUEENSLAND
ENGINEERING AND TECHNICAL SERVICES DIVISION
MORNINGTON SHIRE COUNCIL
MORNINGTON ISLAND JETTY
5025
83364


NOTES
1. Piles - Required minimum penetration 4000 or that required to give ultimate driving resistance of 37.5 tonne. Anticipated maximum penetration 8000.
2. All piles to be driven with bark intact, and to be fitted with anti-splitting plates.
3. All piles shall have Ø275 minimum tops
4. Top of piles shall have 25 chamfer all round.
Limit of rock fill
APPROACH ROAD
Rock
Jetty abutment
Existing jetty and jetty piles
LEGEND
Raker Pile
Vertical Pile
PILE LAYOUT
Girders at 1000 C/C
700 C/C
800 C/C
Headstocks at 500 maximum C/C
see note 2
see note 1
Fender piles
GIRDER AND HEADSTOCK ARRANGEMENT
NOTES
1. No maximum gap between girders as positions as shown.
2. 120 gap between girders at girder change of direction locations. See decking tie-down details on drawing 83366 for deck arrangement at intersection.
83364 - Locality and Layout Plan
83365 - Jetty Details Sheet 1
83366 - Jetty Details Sheet 2
83367 - Jetty Details Sheet 3
SCALE: Before Reduction
1:100
DEPARTMENT OF LOCAL GOVERNMENT QUEENSLAND
ENGINEERING AND TECHNICAL SERVICES DIVISION
MORNINGTON SHIRE COUNCIL
MORNINGTON ISLAND JETTY
83365


DECK CAMBER
RL 2.4m
M16 bolts at 800 C/C through kerbing, deck and girder
12 square deck spikes 200 long
℄ deck
NOTE
Bolting and spiking pattern repeated throughout deck. Headstocks checked into piles 50 min. 75 max.
M20 bolts
250x100 HW packer 750 long
PLAN
NOTES
1. Underside of girders to be trimmed to give camber as shown. Trimming of tops of girders not to exceed 50 in width.
2. Bolts shall be fitted with 65x65x6 square washers under heads and nuts where they bear on timber.
3. Bolts on the front face of fender piles or wales shall finish 25 clear below surface of timber.
4. Bolts in the way of fender rubbers shall be recessed to finish below surface of timber.
5. The heads and nuts of all bolted connections shall be finished proud of the timber surface, unless shown otherwise. Decking timbers shall be checked out where necessary to accommodate bolt heads proud of the top of girders.
6. All bolts, nuts, washers, deck spikes etc. to be hot dipped galvanised unless shown otherwise.
7. Fender chains to be Ø19 long link galvanised chains, 2 per fender pile.
8. Exposed timber ends and all check outs shall be treated with "Koppers CN Emulsion", or equivalent.
M16 bolts through kerbing, deck end girder
150x150 HW kerbing with top edges chamfered 25x25
150x75 HW deck planks
Ø300 HW girders
M20 bolts
M24 bolts
300x150 HW or Ø300 HW headstocks
25x25 chamfer all round
piles
SECTION AA
fender wale
fender rubber
girder trimmed adjacent to fender rubbers
decking
kerbing
M24 bolts staggered 200 horizontally
M24 bolt attached to fender chains on both sides of pile
fender chain
girders
headstock
SECTION BB
300x150 HW fender wale, 25x25 chamfer all round
Ø300 x Ø150 QAC fender rubber 750 long
300X150 HW or Ø300 HW fender support
SECTION CC
20 max gap
M16 bolts
150x150 HW decking supports
DECK TIE-DOWN DETAIL
(AT CHANGE OF DIRECTION)
50 tread overhang
250x75 HW decking
150x75 HW decking
Lower deck RL 2.03
25X25 chamfer on outside edges of headstock
300x75 HW deck treads
M24 SS grade 316 threaded rod, nuts and washers
M20 SS grade 316 threaded rod, nuts and washers
50 min, 75 max check
SECTION DD
83364 - Locality and Layout Plan
83365 - Jetty Details Sheet 1
83366 - Jetty Details Sheet 2
83367 - Jetty Details Sheet 3
SCALE: Before Reduction
1:20
DEPARTMENT OF LOCAL GOVERNMENT QUEENSLAND
ENGINEERING AND TECHNICAL SERVICES DIVISION
MORNINGTON SHIRE COUNCIL
MORNINGTON ISLAND JETTY
5025
83366


LADDER DETAIL
(AT POSITION 1)
80x12x140 long Al flat bar
M16 galvanised bolt through ladder, kerbing, deck and girder
60 OD x 6 thick Al round tube stiles. Open ends of stiles to be capped with 6 thick Al plate and seal welded all round.
Ø24 x 560 long Al round bar rungs. Stiles to be drilled and rungs carried through.
80x12x640 long Al flat bar anode support slotted into stiles with hole for M16 bolt for attachment of anode. Bolt is not to be insulated.
80x12x355 long Al flat bar
M16 galvanised ladder bracing bolt
60 OD x 6 thick Al round tube ladder bracing. Open ends of bracing to be capped with 6 thick Al plate and seal welded all round.
M16 bolt 80 long
1.9 kg minimum alloy weight zinc anode with Ø20 central hole for bolted attachment
BRACING DETAILS
(AT POSITIONS 2, 3 and 4)
80x12x240 long Al flat bar slotted into ladder bracing
80x12x180 long Al flat bar slotted into ladder stiles
80x12x180 long Al flat bar slotted into ladder bracing
Ø100 UPVC services conduits
NOTE
Jetty details omitted for clarity.
ABUTMENT PLAN
Ø100 UPVC service conduits
25x25 chamfer
Ø20 bars at 200 C/C each way
Ø20 bars at 200 C/C
SECTION XX
M16 bolts at 1000 C/C
450 wide x 10 thick angular checker plate
300x150 HW girder support
Deck RL 2.4 m
Existing deck RL 1.7 m
abutment slope
all reinforcement Ø20 bars at 200 C/C
lean concrete block
SECTION YY
NOTES
LADDER
ALUMINIUM – 1. Aluminium flat bar and round tube shall be type 6061 or 6063, temper T5 or T6 depending on availability.
2. Aluminium plate shall be type 5083, temper H321.
3. Aluminium round bar shall be type 6063, temper T6.
4. All welds are to be fully sealed with a minimum 3mm bead unless noted otherwise.
BOLTING DETAILS – 1. All bolts shall be stainless steel grade 316, unless shown otherwise.
2. Threads of all stainless steel bolts shall be coated with a nickel-based antiseize lubricant.
3. Contact between the mating surfaces of dissimilar metals shall be prevented by the use of 2mm thick (nominal) nylon insulating sleeves and washers (Wilson Walton International, or equivalent).
CONCRETE
1. Reinforced concrete shall be produced using an approved imported coarse aggregate as specified.
2. Lean concrete may be produced using approved local aggregates.
3. All exposed concrete edges shall have a 25x25 chamfer unless shown otherwise.
83364 - Locality and Layout Plan
83365 - Jetty Details Sheet 1
83366 - Jetty Details Sheet 2
83367 - Jetty Details Sheet 3
REVISION
DATE
REMARKS
D/C
APPD
SCALE: Before Reduction
1:20
DRAFTING
Dr/Tr DJG
Checked
Local Engineer
DESIGN
Prepared
Project Engineer
DEPARTMENT OF LOCAL GOVERNMENT QUEENSLAND
Local Delegate Engineer
Date
This drawing has been produced using CAD
ENGINEERING AND TECHNICAL SERVICES DIVISION
MORNINGTON SHIRE COUNCIL
MORNINGTON ISLAND JETTY
JETTY DETAILS - SHEET 3
JOB NUMBER
5025
DRAWING NUMBER
83367

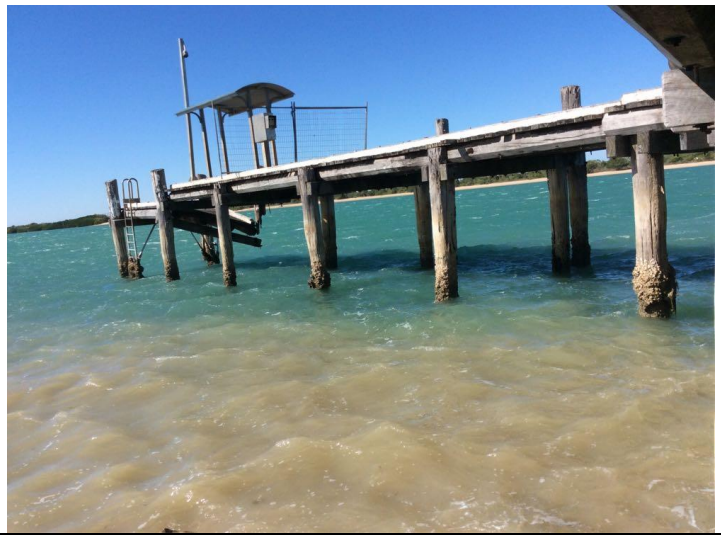
Appendix B

Mornington Island Jetty - Photos

Appendix B Mornington Island Jetty - Photos

Table 1 Photos of the Jetty

No.	Photo	Comment
1		Overview of the Jetty
2		Closer view of the Jetty
3		View of the Abutment

No.	Photo	Comment
4		Seaward end of the Jetty
5		Three dolphins next to barge ramp to be retained
6		Electrical switchboard on the Jetty

No.	Photo	Comment
7		View of the side of the Jetty
8		View of timber piles under the Jetty
9		View of the concrete abutment

No.	Photo	Comment
10		Closer view of the abutment showing water pipes
11		View of timber framing of the Jetty