

HAY SHIRE COUNCIL

134 Lachlan Street
HAY NSW 2711
Phone: 02 6990 1100
Fax: 02 6993 1288



Hay Shire
COUNCIL

TENDER INVITATION DOCUMENT

For

Construction of a Three Span Bridge Over Budgee Creek, Maude

TENDER NUMBER: T9/12

Received by the undersigned up until
4.00pm Friday 15th March 2013

February 2013

A Dwyer
General Manager



Hay Shire Council
Construction of a Three Span Bridge Over
Budgee Creek, Maude

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PO Box 141
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CONDITIONS OF TENDER

Tenders close at 4:00pm on Friday 15th March 2013 at the public office of the Principal at the Council Chambers, 134 Lachlan Street, Hay, NSW.

1. The Tender documents shall consist of the documents included within the Table of Contents.
2. The Tender shall be submitted on the Tender Form and other forms provided, each of which shall be signed by the Tenderer. Information called for on the forms is to be inserted in the respective places provided and the words "as required" or similar expressions are not acceptable in the completion of the forms. Should all forms not be provided initially or be fully completed, the Principal, at its discretion, may reject the Tender or request submission of the required forms by a particular time and date.
3. Every Tender shall set forth the name of the Company, address of the registered office of the Company and ABN number.
4. Every Tender shall be enclosed in a sealed envelope addressed to the Principal and the front of the envelope shall be endorsed with the Tender number, a brief description of the Tender and the time and date at which the Tenders are to close.
5. Tenders may be lodged by post or by a recognised carrier providing a direct delivery service to the public office of the Authority, but otherwise shall be lodged in the Tender box at the public office of the Authority by being placed therein before the time specified for the close of Tenders. Any Tender not in the Tender box before the specified closing time shall not be considered unless there is evidence satisfactory to the Authority that such Tender:
 - (a) was delivered to the Authority before the specified closing date and time;
 - (b) was either posted or despatched by a recognised carrier providing a direct delivery service to the public office of the Authority in sufficient time to reach the Authority under normal circumstances before the specified closing date and time, but was still in the course of delivery by post or by the recognised carrier at the specified closing date and time.
6. Tenders delivered after the closing date and time for the receipt of tenders may be rejected at the discretion of the Principal; no matter what the reason be for the late delivery.

Franking machine stamps will not be accepted by the Principal as proof of the date of posting of a Tender received after the specified closing date and time for the receipt of tenders.

Tenders lodged by the Tenderer or his Agent in facsimile or email form, will be considered provided a fully endorsed original copy of the submission is received by post at the Principal's office.
7. Tenderers are required to visit the site of the work and satisfy themselves of local conditions and facilities particularly where the Tender is for the execution of any work. The Principal will not be liable for any claim on the ground of insufficient information.
8. A prospective Tenderer may within a reasonable time before the specified time for the closing of Tenders request information on any technical point of doubt in the Tender Documents but such request shall be submitted in writing to the Superintendent. Written advice in respect of the written request shall be given by the Superintendent with as little delay as possible and



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where in the opinion of the Superintendent such advice could have an effect on Tenders similar written advice shall be given forthwith by the Superintendent to all known prospective Tenderers.

9. The Principal shall not be bound by any verbal advice given or information furnished by any officer of the Principal or the Superintendent in respect of the Contract, but shall be bound by written advice only or information furnished by the Principal or by the Superintendent.
10. The Tender shall remain valid for a period of sixty (60) days from the date of closing of Tenders unless withdrawn by the Tenderer by notice in writing to the Principal.
11. The successful Tenderer shall be notified in writing of the acceptance of their Tender by the Principal. The contract shall come into force on the date of the Letter of Acceptance.
12. Any unsuccessful Tenderer shall be notified in writing by the Principal. The Principal shall not be bound to provide any reasons for any decisions made in respect of the Tender, particularly any information which may be considered to be commercial in confidence.
13. Every notice to be given to a Tenderer shall be posted to the Tenderers address given in the Tender, and such posting shall be deemed to be good service of such notice.
14. The Principal may accept the Tender that on a view of all the circumstances appears to be the most advantageous.

The Principal shall not be bound to accept the lowest or any Tender. The Principal will not be responsible for, or pay for, expenses or losses, which may be incurred by any Tenderer in the preparation of their Tender.

The Principal reserves the right to award the entire specified work, a part or combination of parts of the specified work or to reject all Tenders.

15. Any Tender which does not comply in every respect with the requirements of the Tender documents may be rejected at the discretion of the Principal. Provided that a conforming Tender in accordance with the Tender Documents is submitted, a Tenderer may also submit an alternative Tender for consideration. A non-conforming Tender will not be considered unless a conforming Tender is also submitted. An alternative Tender shall be accompanied with all documentation necessary to perform an evaluation.
16. Prior to making a decision on Tenders, the Principal may invite all Tenderers who have submitted a Tender to change their Tender to take account of a change in the Tender specifications. The Principal, prior to accepting a Tender for the contract, may seek additional information from one (1) or more of the Tenderers for the purpose of comparison of Tenders.
17. Tender information shall be treated as commercial in confidence. Tender amounts only shall be released by the Principal on written request from a bona fide Tenderer.
18. Tenders received for this Contract will be evaluated in accordance with Hay Shire Council's Purchasing Policy. A copy of the policy is available for perusal at Council's offices at 134 Lachlan St, Hay.
19. Tenderers suspected of, or found to be canvassing councillors, will have their tender immediately disqualified from any further consideration.



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20 Tenders received for this contract will be evaluated with the following key selection criteria:

- Price
- Management Skill – with particular reference to Quality Systems
- Relevant Experience
- Track Record
- Time Performance

21 Alternative Tenders

Alternative tenders will be accepted for this project with the submission of a conforming tender submission.

22 Any decision by the Principal to accept or reject a tender shall be final.

These are the Conditions of Tender referred to in my Tender

TENDERER

WITNESS

NAME _____
(Please print)

NAME _____
(Please print)

SIGNATURE _____

SIGNATURE _____

DATE _____



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SCHEDULE OF PRICES

(To be submitted with Tender)

| Item no. | Description of Work | Quantity | Unit | Rate | Total |
|--|---|----------|------|------|-------|
| 1 | Project management Plan (OH&S, EMP & QA) | | Item | | |
| 2 | Site Establishment | | Item | | |
| 3 | Supply and deliver precast concrete piles, abutments, crossheads, T Beams | | Item | | |
| 4 | Erect precast components as detailed | | Item | | |
| 5 | Cast insitu RC deck | | Item | | |
| 6 | Regular Performance Traffic Barrier on bridge | | Item | | |
| 7 | Approach Traffic Barriers (BCTA & Transition) | | Item | | |
| 8 | Beaching & Geofabric | | Item | | |
| Total Cost of items 1-8 inclusive | | | | | |

I understand that any contract deriving from the above tender may be terminated as a result of unsatisfactory service or failure to abide by the terms of the contract.

Name of Tenderer:

Signature:

Date:



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SCHEDULE A : COMPANY DETAILS

(To be fully completed and submitted with Tender)

NAME OF TENDERER:

TRADING AS:

ADDRESS:
.....

A.C.N
.....

A.B.N.

TELEPHONE NUMBER: FACSIMILE NUMBER:

NAME OF DIRECTORS:

NAME OF TENDERER'S REPRESENTATIVE FOR DURATION OF CONTRACT:

MOBILE PHONE NUMBER OF TENDERER'S REPRESENTATIVE FOR DURATION OF CONTRACT:

Note: Information provided will be treated as confidential.

Name of Tenderer:

Signature:

Date:



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SCHEDULE B: RELEVANT EXPERIENCE

(To be fully completed and submitted with Tender)

TECHNICAL CAPACITY

Works similar to this Contract completed in the last five (5) years.

| Project | Contract Period | Amount of Contract | Name of Supervising Engineers and/or Client |
|---------|-----------------|--------------------|---|
| | | | |

Name of Tenderer:

Signature:

Date:



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SCHEDULE C: SCHEDULE OF INSURANCES

(To be fully completed and submitted with Tender Submission)

A copy of all current insurance policies or a certificate of currency giving all details is to be attached to the Tender when submitted.

WORKERS COMPENSATION

Policy Number:

Expiry Date:

THIRD PARTY PROPERTY (Persons and Property)

Insurance Company:

Policy Number:

Expiry Date:

PUBLIC LIABILITY

Insurance Company:

Policy Number:

Expiry Date:

Cover amount for any one occurrence

Name of Tenderer:

Signature:

Date:



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GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be those detailed within Australian Standard AS2124-1992. This standard shall be deemed to form part of this Contract. Australian Standard 2124 - 1992 is excluded from this document due to its bulk.

Any Tenderer wishing to peruse a copy of this document may do so at the Council's Chambers at 134 Lachlan Street, Hay NSW, 2711.

A copy of the Annexure A of this standard is attached.



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ANNEXURE TO AS2124-1992 GENERAL CONDITIONS OF CONTRACT – PART A

This Annexure shall be issued as part of the Quote documents and is to be 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) | New South Wales |
| Payments under the Contract shall be made at: | Hay |
| The Principal: (Clause 2) | Hay Shire Council |
| The address of the Principal: | 134 Lachlan Street HAY NSW 2711 |
| The Superintendent: (Clause 2) | Director of Technical Services |
| The address of the Superintendent: | 134 Lachlan St HAY NSW 2711 |
| Limits of accuracy applying to quantities for which the Principal accepted rates: (Clause 3.3(b)) | No limit |
| Bill of Quantities - the alternative applying: (Clause 4.1) | Alternative 2 |
| The time for lodgment of the priced copy of the Bill of Quantities: (Clause 4.2) | Not Applicable |
| # Contractor shall provide Security in the amount of: (Clause 5.2) | 5% of the contract sum |
| # Principal shall provide security in the amount of: (Clause 5.2) | Nil |
| # The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5) | 5 days |
| The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7) | Retention: 50% Security: Such part if any as may be required to arrive at the total holding to cover rectification of defect after practical completion. |
| Interest on retention moneys and security - the alternative applying: (Clause 5.9) | Alternative 2 |
| The number of copies to be supplied by the Principal: (Clause 8.3) | One (1) |
| The number of copies to be supplied by the Contractor: (Clause 8.4) | Two (2) |
| The time within which the Superintendent | Ten (10) working days |



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must give a decision and return the Contractor's copies: (Clause 8.4)

Work which cannot be subcontracted without Approval: (Clause 9.2)

All or any

The percentage for profit and attendance: (Clause 11(b))

Nil

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))

15% of contract sum

The assessment for insurance purposes of consultant's fees: (Clause 18(iii))

5% of 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 be not less than: (Clause 19)

\$20,000,000 (Twenty Million) for any one occurrence

The time for giving possession of the Site: (Clause 27.1)

Within 7 (seven) calendar days of the date of the Letter of Acceptance.

The time for Practical Completion (Clause 35.2)

As quoted in General Specification - Item 1.8 (Works Programme)

Liquidated Damages per day: (Clause 35.6)

Not applicable

Limit of Liquidated Damages: (Clause 35.7)

No limit

Bonus per day for early Practical Completion: (Clause 35.8)

Nil

Limit of Bonus: (Clause 35.8)

Not Applicable

Compensation for delay costs: (Clause 36)

| <u>Event</u> | <u>Amount</u> |
|--------------|---------------|
| \$0 | \$0 |

The Defects Liability Period: (Clause 37)

Fifty Two (52) weeks from the Date of Practical Completion for the whole of the Works.

The charge for overheads, profit, etc. for day work: (Clause 41(f))

Not Applicable



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| | |
|--|---|
| Times for payment claims: (Clause 42.1) | At the end of each Calendar Month |
| Unfixed plant and materials for which payment claims may be made notwithstanding that they are not on the Site: (Clause 42.1(ii)) | Nil |
| Retention Moneys on: (Clause 42.3) | (a) work incorporated into the Works and any work or items for which a different amount of retention is not provided, 10% of the value until 5% of the Contract Sum is held. (b) items on Site but not yet incorporated into the Works: Nil % (c) items off Site but in Australia: Nil % (d) items not in Australia: Nil % (e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract: Nil % |
| Unfixed Plant or Materials - the alternative applying: (Clause 42.4) | One |
| The rate of interest on overdue payments: (Clause 42.9) | 10% p.a. |
| The delay in giving possession of the Site which shall be a substantial breach (Clause 44.7): | 3 months or UNLIMITED if Contractor is in breach of Clause 14.1 or 21.1 |
| The alternative required in proceeding with dispute resolution: (Clause 47.2) | Alternative 2 |
| The person to nominate an arbitrator: (Clause 47.3) | President of the Institution of Engineers Australia, New South Wales Branch |
| Location of arbitration: (Clause 47.3) | Hay, New South Wales |



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SPECIAL CONDITIONS OF CONTRACT

1.1 CONTRACT TYPE

This shall be a **Lump Sum Contract** for the whole of the works. The tendered rates are not subject to cost adjustment provisions, other than to allow the recovery of any GST liability which a party may incur in respect of the services provided under this contract.

All fees and charges necessary for the successful completion of the works shall be deemed to be included in the tendered prices.

Any claim for works not ordered by the Superintendent or for a variation not authorised by the Superintendent will not be paid by the Principal.

1.2 ADDITIONAL CHARGES

Any charges not clearly highlighted within the contractors submission will not be accepted for payment. The contractor shall very clearly identify any specific exclusions or conditions within their submission for works under this contract.

1.3 INSURANCE

The successful Tenderer shall be required to forward documentary evidence to the Superintendent that, in accordance with Clause 17.1, 18, 19 and 20 of the Australian Standard General Conditions of Contract AS 2124-1992, insurance and indemnity has been effected by him with provisions acceptable to the Principal in respect to:

- (a) Compensation under the Workers' Compensation Act and subsequent amendments.
- (b) Damages arising under circumstances creating also, independently of the Act, a legal liability on the employer to pay damages in respect of the injury.
- (c) Co-insurance of the Principal.

Proof of such insurance must be made available to the Principal prior to commencement of any work under the Contract.

The documentary evidence shall include the Principal as Co-insured and shall be submitted in the form of a Certificate of Currency which should give details of:

1. Amount of Cover;
2. Company Issuing the Policy;
3. Currency or Expiry Date;

This evidence must be available to the Superintendent prior to commencing work, or within 7(seven) days of the Date of the Letter of Acceptance, whichever is the earlier.

The cost of obtaining and maintaining current the above insurance, shall be included in the Lump Sum

The insurance cover shall include for an amount not less than the sum of the provisional contract sum in accordance with the requirements of Annexure A to the General Conditions of Contract.



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1.4 INDEMNIFICATION OF THE PRINCIPAL

The Contractor, by accepting this Contract, and effecting the necessary insurances, hereby indemnifies the Principal against any claim, action or process for damage or injury that might arise during the progress of the work until the Final Certificate of Practical Completion is issued.

1.5 LICENSING AND CERTIFICATES

The Contractor shall ensure that all people working on this project have the necessary licenses and professional qualifications in place to operate all plant and equipment in the environment proposed and any specialist work that may be required when undertaking the proposed works.

1.6 CONDUCT OF EMPLOYEES

The Contractor and employees shall conduct themselves towards members of the public generally in a civil, obliging and inoffensive manner at all times.

1.7 DISMISSAL OF EMPLOYEES AND ASSIGNING CONTRACT

The Contractor shall be required to dismiss any employee of the Contractor for misconduct or incompetency and the Contractor shall not sell, sublet, or assign this Contract or any portion thereof without the prior approval of the Superintendent.

1.8 NOTICE TO COMMENCE WORK

Prior to commencement of any works, a pre-start meeting shall be organised by the Contractor following receipt of a Letter of Acceptance from the Principal. The pre-start meeting is to be attended by the Principal, Superintendent, Contractor and any relevant Specialist Consultants or Authorities.

No works on site will be permitted to commence until the contractor has received a Letter of Acceptance from the Principal, a prestart meeting has been held, evidences of insurances have been received, security deposit has been paid and Project Quality Plan's have been received.

1.9 ORDER OF PRECEDENCE

In the event of any inconsistency or contradiction between the Documents comprising the Contract between the Principal and the Contractor then the following order of priority of interpretation shall prevail unless advised by the Superintendent or noted otherwise.

- a) Letter Of Acceptance;
- b) Contractor's Tender submission;
- c) Notices to Tenderers;
- d) Technical Specification;
- e) General Specification;
- f) Special Conditions of Contract;
- g) General Conditions of Contract including amendments and Annexures; and
- h) Conditions of Tender.

1.10 CONFIDENTIALITY

The *contractor* will:

- (a) not disclose *contract material* to a third party without the Principal's consent;
- (b) not make any public comment or release any information concerning the *contract* or the *service* without the prior consent of the Principal. The *Contractor* will refer any media enquiries to the Superintendent.



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1.11 CONFLICT OF INTEREST

- (a) The *contractor* warrants that at the date of its *proposal* it was not aware of any conflict of interest that existed or was likely to arise in its performance of the *contract*.
- (b) The *contractor* will immediately notify the *Superintendent* in writing if it becomes aware of any potential or actual conflict.

1.12 INDEPENDENT CONTRACTOR

The *contractor* is an independent contractor and nothing in this *contract* will be construed to create any relationship of agency or employment between the parties.

The *contractor* will at no time represent that it is an agent or employee of the Principal.

1.13 FURTHER INFORMATION

For further information relating to this specification, or the proposed contract, please contact the Director of Technical Services during normal working hours.

William Moore, Director of Technical Services
Ph: (02) 6990 1100



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GENERAL SPECIFICATION

1.0 PRELIMINARIES

1.1 Description of Works

Hay Shire Council are seeking to appoint the services of a suitable Contractor to undertake the construction of a precast three span concrete bridge over Budgee Creek near Maude. The Contractor will be required to supply all precast concrete elements and undertake the erection of all components in accordance with the project drawings and the requirements of the technical specification. The works include the supply of all necessary labour, plant, equipment, materials and expertise as required to complete the extent of nominated works. Appendix C includes some recent photos of the site.

Works Completed by the Principal

- Design of the structure has been completed and is included in Appendix A;
- A geotechnical investigation has been completed and is included as reference for the Contractor in Appendix B to make their own assessment and assumptions. Council will assume no responsibility for any assumptions that are made by the Contractor and the report is considered to be for information purposes only;
- Hay Shire Council will complete the demolition of the existing structure;
- Hay Shire Council will construct a bypass track around the construction site and complete maintenance as required;
- The alignment of the proposed structure will be pegged onsite for the Contractor and two temporary bench marks will be established in the vicinity of the structure for height control;
- The Contractor will be provided with all regulatory approvals necessary to complete construction of the bridge. (Cultural and European Heritage, Flora and Fauna Assessment, Department of Natural Resources, Department of Primary Industries);
- Council will construct the road works for the bridge approaches after the bridge has been constructed. The Contractor will be required to coordinate construction of the traffic barriers with Council.

Works Completed by the Contractor (but not limited to)

- Site establishment;
- Site specific project management plan to include (Occupational Health and Safety Plan, Environmental Management Plan and Quality Plan);
- Supply of precast concrete elements and delivery to site;
- Site preparation and works;
- Pile driving;
- Erection of precast components;
- Cast insitu reinforced concrete deck;
- Approach barriers, transition and railing;
- Redline markups of as constructed details on construction issue drawings.

The Principal will not provide any material, plant, labour &/or any other service to complete the works. The environmental management plan must be submitted to the Superintendent within two weeks of receiving the letter of acceptance.

1.2 Site of Works

The site for the bridge construction works is at the existing bridge site located over Budgee Creek on Maude Road, Maude (approximately 2.5km east of Maude), west of Hay, NSW. A locality plan is included on S01 of the drawings included in Appendix A.



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1.3 Payment

Council advise that a maximum of 50% of the contract sum will be paid to the Contractor in the 12/13 financial year and the remaining in the 13/14 financial year.

1.4 Site Visit

The Contractor may wish to visit the site during the Tender period to ascertain local conditions and the works involved. No claims for extra payments will be considered on grounds of lack of knowledge of the actual site, the scope of works or of the conditions under which the Works are to be executed.

The Contractor shall familiarise themselves with the availability of temporary access, temporary lighting and power, telephone services, water supply, waste disposal facilities, labour supply, weather conditions, etc. and make allowance within the tender for provision of any services required to enable the works to be performed.

Site inspections can be arranged with Bill Moore, Director of Technical Services.

1.5 Entirety of Contract

Any matters of construction and workmanship which are obviously intended, but which may not be referred to in the specification or drawings and which are usually to be found in sound construction practice and are essential to the works under the Contract, are deemed to be included in Contract.

1.6 Work Health and Safety Act

The Principal shall appoint the Contractor to be Principal Contractor for the purposes of the Work Health and Safety Act. The Contractor shall accept the appointment and shall perform the duties of the Principal Contractor.

The contractor will be responsible to comply with all of the provisions of the current Work Health & Safety Act. The contractor, contractor's agents and employees shall ensure that all work under this contract is performed in such a manner that no hazard or risk of damage exists to members of the public, Council employees or public and private property.

The Contractor shall obey any safety directions given by the Superintendent. No action by the Superintendent including the giving of any direction shall not relieve the contractor of any obligation under this contract or Work Health and Safety legislation.

Where the contractor supplies equipment, machinery, vehicles or tools in the course of performing work under this contract, it is the responsibility of the contractor to ensure that all such equipment complies fully with all relevant statutory requirements, codes of practice and Australian Standards for the duration of the contract.

In the event the Contractor fails to comply with it's responsibilities under this clause, the Superintendent shall have the power, without further notice, to take any measures considered necessary to provide for the safety of any persons in the immediate area. The Superintendent reserves the right to deduct the cost of this action from any monies due to the contractor under this contract.

Notwithstanding any action that the Superintendent may take in this regard, the contractor shall be liable for damages arising out of any accident in connection with the carrying out of the contract.

1.7 Traffic and Safety

Where applicable the Contractor shall provide for the continuous operation of normal traffic along all roads and vehicular access to properties included in the Contract or intersected by the roads included in the Contract. The Contractor's access to the site of the Works shall, where necessary, be sign posted, lit, and maintained to the satisfaction of the Superintendent.



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The Contractor shall be held entirely responsible for the safety of all pedestrians, stock and vehicular traffic at or adjacent to the site of the Works, or in any way affected by the execution of the Works, and shall provide all necessary traffic controllers, lights, barriers, notices and signs and shall provide and maintain same to the satisfaction of the Superintendent and/or the Local Authority. All Traffic Control measures shall conform to the current RTA "Traffic Control at Work Sites" Manual.

In the event the Contractor fails to comply with its responsibilities under this clause, Council shall have the power, without further notice, to take any measures considered necessary to provide for the safety of traffic in the immediate area. Council reserves the right to deduct the cost of this action from any monies due to the contractor under this contract.

Notwithstanding any action that Council may take in this regard, the contractor shall be liable for damages arising out of any accident in connection with the carrying out of the contract.

1.8 Works Program

The Contractor must submit a formal Works Program for the construction of the bridge within two working weeks of receiving the Letter of Acceptance.

The approval of the Works Program by the Superintendent, or any amendments thereof will not relieve the Contractor of any of its obligations under the Contract.

If, in the opinion of the Superintendent, the Contractor falls behind the program, the Contractor shall take such steps as considered necessary to improve progress. The Contractor shall submit a revised program in an approved form, indicating the manner in which the works shall be completed including as necessary what additional resources are to be utilised within the specified time. No additional cost shall be incurred by the Principal due to such measures.

Failure of the Contractor to comply with the requirements of the Superintendent as specified above, and to improve progress to comply with the current approved program shall constitute default by the Contractor under the terms of the General Conditions of Contract.

1.9 Establishment

The Contractor shall ensure that all plant, equipment, materials, temporary workshops, stores and offices are kept within the confines of the site at locations approved by the Superintendent.

The Contractor shall at its own cost provide adequate toilet facilities and first aid facilities appropriate to the size and composition of his/her staff and labour force and the nature of the Works.

The Contractor shall make proper and maintain at all times against risk, any unauthorised entry to the Works, and for safeguarding the Works during working and non-working hours. The Contractor will assume responsibility for any losses occurring from the site.

1.10 Protection of the Works

From the commencement of the works to the date the Works are taken over by the Principal, the Contractor shall take full responsibility for the care thereof, together with all temporary works. In the event of any damage, loss or injury occurring to the works, or to any part thereof, or to any temporary works from any cause whatsoever, the Contractor shall at its own cost, repair and make good same so that at completion the Works shall be in good order and condition, and in conformity in every respect with the requirements of the Contract and the Superintendent's instructions.

1.11 Responsibility

No approval or acceptance by the Principal or his/her representative shall in any way relieve the Contractor of his responsibility for the satisfactory completion of all works as specified.



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1.12 Verbal Advice

The Principal or Superintendent shall not be bound by any verbal advice given or information furnished by any officer of the Principal or Superintendent in respect of the Contract, but shall be bound only by written advice, or information furnished by the Superintendent.

1.13 Hold Points & Inspections

As detailed in the Technical Specification, the contractor shall observe all Hold Points and Inspections. The contractor shall not proceed beyond any specified Hold Point under the contract unless explicit written approval has been received from the Superintendent.

Additional inspections of the Works by the Superintendent shall be made from time to time after which additional instructions, where necessary, will be issued to amplify drawings or specifications.

Accept instructions from no person other than the Superintendent and/or his representative.

The Contractor shall provide a sufficient and safe access for all inspections.

Nominated Hold Points:

- Precast Units (24 hours notice is to be provided to the superintendent prior to casting off site)
- Final sets during pile driving (all piles)
- Abutment and Crosshead Voids Setup (all voids)
- Deck reinforcing prior to pouring the deck

The Contractor is to provide the Superintendent a minimum of 48 hours notice prior to reaching any of the above nominated Hold Points.

1.14 Publicity

The Works under the contract are a confidential matter between the Principal and the Contractor. The Contractor is strictly prohibited from making any media release or other public statement without written approval from the Superintendent.

The Superintendent may organise official media releases for public information during the works. The contractor shall provide any assistance that may be requested by the Superintendent to facilitate the production of any official media releases.

1.15 Environmental Requirements

The Contractor shall comply with all statutory requirements including the Protection of the Environment Act 1997. Further, the Principal is committed to Ecological Sustainable Development (ESD) as required under the Local Government Act: 1993, i.e., competitiveness through environmental as well as social and economic aspects. The Contractor shall comply with the Principal's ESD requirements.

Regarding Sustainable Development, the Contractor shall:

- Not use rainforest species timbers unless certification is provided that they are plantation grown;
- Not use timber from Australian high conservation forests; and
- Where possible, use recycled materials and ensure that a strategy is in place for the return of unwanted packaging.

Regarding Environmental Controls, the Contractor shall comply with the Protection of the Environment Operations Act: 1997 at all times, with respect to pollution from noise, air, water, land and waste sources. The Contractor shall provide details for the control of trucking movements, dust/water, noise/vibration, erosion and sedimentation, restoration, waste management in their Environment Management Plan (EMP) prior to works commencing. The Plan shall also include policies and procedures detailed above as well as reporting and compliance procedures. The EMP shall be submitted



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to the Superintendent within 14 days of the date of the letter of acceptance. The EMP is required by NSW Fisheries in connection with the application for consent for the Works.

2.0 CONSTRUCTION GENERALLY

2.1 Existing Facilities and Services

The cost for the repair of any damage or remedying any interference to existing utilities, services, structures, fences and road formations shall be borne entirely by the Contractor. It is the Contractor's responsibility to investigate the existing facilities and locate services within the area.

The Contractor shall be responsible for clean up of the site at completion of works and to keep materials in locations such as to cause minimal inconvenience.

The Contractor shall cause the least possible interference with existing amenities whether natural or man made. The Contractor shall take all practical steps to minimise the amount of noise and dust caused by carrying out the Works.

2.2 Cleaning up of Site

The Contractor shall make every effort to keep the site in a clean and tidy condition for the duration of the Works. The Contractor will from time to time, and on completion of any area of the works, or where directed by the Superintendent, remove rubbish, surplus materials or any other construction debris from such areas as may be attributable to his work under this Contract and generally leave them in a satisfactory condition, to the approval of the Superintendent.

On completion of the Works, the Contractor shall remove all rubbish, debris, or surplus materials from the site of the Works. The site shall be left in a neat and tidy condition to the satisfaction of the Superintendent.

3.0 COMPLETION

3.1 Practical Completion

Practical completion under the Contract will not be granted by the Superintendent until the bridge has been constructed to the requirements of the project drawings and contract specifications, QA records, reline markups of the as constructed bridge have been provided to the Superintendent.

3.2 Defects Liability

The work under the Contract shall be subject to a Defects Liability Period as stated within Annexure A to the General Conditions of Contract.

The Contractor shall be responsible for all remedial works that become necessary during the Defects Liability Period, whether they be due to defective workmanship or materials or due to weather conditions. The cost of this work shall be deemed to be included in the Lump Sum.

The Contractor is required to provide prompt service during the Defects Liability Period to remedy any and all problems identified.

Urgent works as decided by the Superintendent are to be attended to immediately. Failure to comply will result in the Principal attending to the works and recovering all costs from the Contractor.



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TECHNICAL SPECIFICATION

Hay Shire Council is utilising RMS QA Bridgeworks Specs as the basis for the technical specification for the Construction of a Three Span Bridge Over Budgee Creek, Maude.

A copy of the relevant sections is attached separately. The Contractor shall review these documents.

TABLE OF CONTENTS

B30 - EXCAVATION AND BACKFILL FOR BRIDGEWORKS

B80 - CONCRETE WORK FOR BRIDGES

B50 - DRIVEN REINFORCED CONCRETE PILES

B51 - DRIVEN PRESTRESSED CONCRETE PILES

B170 - SUPPLY AND INSTALLATION OF VOID FORMERS

B110 - SUPPLY OF PRETENSIONED PRECAST CONCRETE MEMBERS

B115 - PRECAST CONCRETE MEMBERS (NOT PRETENSIONED)

B280 - UNREINFORCED ELASTOMERIC BEARING PADS AND STRIPS

B284 - INSTALLATION OF BRIDGE BEARINGS

B153 - ERECTION OF PRECAST CONCRETE MEMBERS (NOT PRETENSIONED)

B150 - ERECTION OF PRETENSIONED PRECAST CONCRETE MEMBERS

B240 - SUPPLY OF BOLTS, NUTS, SCREWS AND WASHERS

B204 - WELDING OF BRIDGES AND OTHER ROAD STRUCTURES

B241 - MANUFACTURE AND SUPPLY OF MINOR STEEL ITEMS

B220 - PROTECTIVE TREATMENT OF BRIDGE STEELWORK

B264 - ERECTION OF BARRIER RAILING AND MINOR COMPONENTS



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APPENDIX A

PROJECT DRAWING BY AUSSIE BRIDGES REFERENCE 12-0130 SHEETS S01-S12



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APPENDIX B

**GEOTECHNICAL INVESTIGATION BY AITKEN ROWE GEOTECHNICAL
ENGINEERING REFERENCE S12-197**



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APPENDIX C

BUDGEE CREEK BRIDGE SITE PHOTOS



Budgee Creek Bridge – Site Photo One



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Budgee Creek Bridge – Site Photo Two



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Budgee Creek Bridge – Site Photo Three