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ABN. 26 987 935 332

Contract 2021-42

SS-RFT-003 V1.1

Council's Tender No.	2021-42
Council's Tender Title	Towamba & Burragate Road Upgrade
Council is seeking tenders for qualified commercial entities to	Undertake all civil construction and associated works to upgrade the unsealed sections of the Towamba and Burragate Roads, totalling 22.4km length.
Contract Duration	13 Months
Location of Services	Towamba and Burragate Roads, Bega Valley Shire, NSW.
Principal	Bega Valley Shire Council
Principal's Representative	David Buckley
Contractor	Symal Infrastructure Pty Ltd
Contractor's Representative	Matthew Wilson

FORMAL INSTRUMENT OF AGREEMENT

LETTER OF ACCEPTANCE

SECTION 2: TENDER FORM AND SCHEDULES

SECTIONS 3-7:

APPENDIX A: PROGRESS CLAIMS AND INVOICING TERMS

APPENDIX B: ADDENDUM(S)

APPENDIX C: CORRESPONDENCE

APPENDIX D: TENDERER SUBMISSION



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Contract No RFT 2021-42

Formal Instrument of Agreement

Agreement made on this 20th day of November 2020

Between: **Symal Infrastructure Pty Ltd** (the Contractor)

And: **Bega Valley Shire Council** (the Council)

IT IS AGREED that the annexed documents marked as follows:-

1. Formal Instrument of Agreement
2. Letter of Acceptance, Dated 13 November 2020
3. Tender Document RFT 2021-42 Towamba and Burragate Road Upgrade sections 2 to 7, appendices A to D
4. Revised Tender, Dated 12 November 2020
5. Addendum No. 1 - 3
6. Tender Correspondence

shall together comprise 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.

Each party shall observe, perform and discharge the obligations imposed on it by the contract.

Executed on behalf of Bega Valley Shire Council:

Leanne Barnes
General Manager

Witness
Rebecca Jones
(print name)

Executed on behalf of **Symal Infrastructure Pty Ltd.**:

Contractor's Representative

JOE BARTOLO
(print name)

Witness

SANDRA COTANZO
(print name)



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13 November 2020

Mr Andrew Fairbairn
Symal Infrastructure Pty Ltd
Via email: matthew.willis@symal.com.au

Dear Mr Fairbairn

Request for Tender No: 2021-42 Towamba and Burragate Road Upgrade for Bega Valley Shire Council

Following on from correspondence dated 5 November 2020, this letter is to confirm that Bega Valley Shire Council has determined to accept the revised lump sum submitted by you on 12 November 2020, for \$9,051,136.00, including GST for the above Request for Tender.

Acceptance of this offer constitutes a contract between Symal Infrastructure Pty Ltd and Bega Valley Shire Council pursuant to the Conditions of Contract. As a next step, Council will provide the Conditions of Contract and further requirements prior to site handover.

Yours sincerely

Leanne Barnes OAM
General Manager



SECTION 2: TENDER FORM AND SCHEDULES

A. TENDER FORM

Name of person, entity or company tendering: (USE BLOCK LETTERS)

Symal Infrastructure Pty Ltd

Of (address): **63 Ridley Street, Charlestown NSW 2290**

Hereby tender(s) to perform the work described within **RFT 2021-42 Civil Construction Towamba & Burragate Road Upgrade.**

The work is to be carried out for the lump sum of **\$9,051,136**..... including GST.

If the tenderer is an entity or company the full name and capacity of the authorised representative must be stated here (this representative must sign for the Tenderer where indicated):

ABN/ACN

ABN ...87 130 808 276 ... ACN ... 130 808 276

Contact Details

Matthew Willis – Construction Manager

Phone

0475 333 990

Email

matthew.willis@symal.com.au

Note: All correspondence/notifications regarding this process will be communicated via email to the point of contact listed in VendorPanel, the above Representative' details will be used by Council's nominated project manager following any Contract that may be awarded.

The Tenderer acknowledge receipt of the following Addenda:

B. TENDER SCHEDULES

B.1. Lump Sum Price Breakdown

(To be submitted with tender)

The Tenderer shall complete the schedule by inserting in the right hand columns the tendered amounts for the items of work. The quantities in this schedule are estimated & indicative only and are not to be taken as exact, actual or contractual quantities of work to be carried out. Contractors should verify quantities from the drawings, specification and Site measurement. Contractors are NOT to change the format or itemisation of the breakdown of lump sum schedule. The items, quantities, prices and amounts in this schedule may be used for Tender assessment and progress payments purposes at the sole discretion of the Principal. The prices shall include for all overhead, profit, supervision, administration, preliminaries, labour, materials, consumables, sub-contractors, suppliers and all and any other margins, allowances, costs and expenditures necessary to carry out and complete the Works. The sum of the priced items shall equal the total lump sum amount. If no rate or \$ sum is allocated against any line item it shall be deemed allocated within other line items and included in the total lump sum amount unless specifically and explicitly indicated as NOT included in the lump sum. All amounts shall include GST.

Item	Breakdown of lump sum items	Lump sum price \$
	Preliminaries	\$805,954
	Section 1A & 1B	
	Credit for omission of CH546-749	-\$76,261
	Credit for omission of CH6311-6514	-\$66,606
	Site Establishment / Office / Amenities	\$17,892
	Survey	\$17,647
	Environmental Controls	\$37,344
	Traffic Control	\$110,572
	Clearing and Grubbing	\$114,996
	Tree removal	\$14,116

	Earthworks	\$223,608
	Drainage structures	\$79,692
Item	Breakdown of lump sum items	Lump sum price \$
	Pavement construction (DGB20)	\$1,408,278
	Primer seal & two coat seal	\$735,605
	Guardrails	\$560,785
	Guide Posts	\$51,535
	Road Signage	\$17,876
	Line marking	-
	Site remediation	\$86,773
	Boundary fencing	
	Quality Assurance	Included above
	Works as Executed Drawings	Included above
	Other (specify)	
	Other (specify)	
	Other (specify)	
	Section 3A & 3B	
	Credit for omission of CH22843 - 23266	-\$72,970
	Site Establishment / Office / Amenities	\$9,634
	Survey	\$9,502
	Environmental Controls	\$22,782
	Traffic Control	\$121,711
	Clearing and Grubbing	\$87,666

	Tree removal	\$90,692
	Earthworks	\$141,448
	Drainage structures	\$95,403
Item	Breakdown of lump sum items	Lump sum price \$
	Pavement construction (Stabilisation)	\$440,822
	Prime & two coat seal	\$446,393
	Guardrails	\$168,364
	Guide Posts	\$22,240
	Road Signage	\$13,124
	Line marking	-
	Site remediation	\$117,572
	Boundary fencing	\$2,518
	Quality Assurance	Included above
	Works as Executed Drawings	Included above
	Other (specify)	
	Other (specify)	
	Other (specify)	
Item	Breakdown of lump sum items	Lump sum price \$
	Section 2A:	
	Credit for omission of CH10820 - 11960	-\$219,069
	Credit for omission of CH14760 - 15150	-\$73,571
	Preliminaries	\$443,272

	Site Establishment / Office / Amenities	\$15,139
	Survey	\$14,932
	Environmental Controls	\$7,728
Item	Breakdown of lump sum items	Lump sum price \$
	Traffic Control	\$140,808
	Clearing and Grubbing	\$125,548
	Tree removal	\$98,590
	Earthworks	\$214,997
	Drainage structures	\$129,912
	Pavement construction (Stabilisation)	\$592,389
	Prime & two coat seal	\$652,642
	Guardrails	\$88,295
	Guide Posts	\$18,901
	Road Signage	\$1010
	Line marking	-
	Site remediation	\$188,653
	Boundary fencing	-
	Quality Assurance	Included above
	Works as Executed Drawings	Included above
	Other (specify)	
	Other (specify)	
	Other (specify)	
	Section 2B:	
	Preliminaries	\$94,028

	Site Establishment / Office / Amenities	\$3,211
	Survey	\$3,167
	Environmental Controls	\$23,139
Item	Breakdown of lump sum items	Lump sum price \$
	Traffic Control	\$35,202
	Clearing and Grubbing	\$29,100
	Tree removal	\$24,647
	Earthworks	\$46,189
	Drainage structures	\$79,412
	Pavement construction (Stabilisation)	\$172,116
	Prime & two coat seal	\$152,764
	Guardrails	-
	Guide Posts	\$2,615
	Road Signage	-
	Line marking	-
	Site remediation	\$66,531
	Boundary fencing	\$22,132
	Quality Assurance	Included above
	Works as Executed Drawings	Included above
	Sub-total lump sum price (including GST)	\$9,051,136
	Schedule of Provisional Sums	Prov sum price \$
	Re-inclusion of CH10820 – 11960 concurrently with adjacent works	\$219,069

Re-inclusion of CH14760 – 15150 concurrently with adjacent works	\$73,571
Re-inclusion of CH22843 – 23266 concurrently with adjacent works	\$72,970
Re-inclusion of CH546-749 concurrently with adjacent works	\$76,261
Re-inclusion of Area 2 - CH6311-6514 concurrently with adjacent works	\$66,606
Section 3B CH30480 - Power pole relocation	\$29,006
Sub-total provisional sums (incl GST)	\$537,483
TENDER TOTAL (including GST)	\$9,588,619.00

B.2. Rates for Variations

(To be submitted with tender)

The Tenderer shall complete the schedule by providing rates for the items listed. These rates are only to apply if additional works to the lump sum scope of work are required under the Contract. No additions or variations shall be recognised or payment for variation to the scope of work made unless addition or variation is formally approved by the Principal and written instructions issued. The tendered rates shall include for all overhead, profit, supervision, administration, preliminaries, labour, materials, consumables, sub-contractors, suppliers and all and any other margins, allowances, costs and expenditures necessary to carry out and complete the work. All items shall include GST.

Item	Schedule of rates for variations	Unit	Rate
	Items in Schedule B3 - staff	hr	See attached Schedule of rates

	Items listed in Schedule B5 – plant & equipment	hr	See attached Schedule of rates
	Items listed in Schedule B6A – consultants & sub-contractors	hr	See attached Schedule of rates
	Surplus Clean Fill Haulage		
	From Section 1 to South Pambula	Per tonne	\$8.56
	From Section 1 to Merimbula Airport	Per tonne	\$9.01
	From Section 2 to South Pambula	Per tonne	\$10.68
	From Section 2 to Merimbula Airport	Per tonne	\$11.06
	From Section 3 to South Pambula	Per tonne	\$6.63
	From Section 3 to Merimbula Airport	Per tonne	\$8.17
	Other items (supply & install)		
	Guardrail Terminal	ea	\$5,058
	Guardrail 2.0m spacing	m	\$94
	450mm dia culvert extension	m	\$328
	450mm dia culvert headwall	ea	\$424
Item	Schedule of rates for variations	Unit	Rate
	600mm dia culvert extension	m	\$800
	600mm dia culvert headwall	ea	\$650
	900mm dia culvert extension	m	\$1100
	900mm dia culvert headwall	ea	\$950
	DGB pavement Section 1	sqm	\$116

4. bvsc_rft_2021-42-civil_const_as4000_towamba-burragate_road_upgrade_REV 3AS4000

	Stabilised pavement Section 2 & 3	sqm	\$15
	Primer seal & two coat seal	sqm	\$15
	Boundary Stock fence – 5 strand barbed wire	m	\$47
	Boundary Stock fence – ring lock	m	\$47
	Other (specify)		
	Other (specify)		
	Other (specify)		
	Other (specify)		

SCHEDULE OF RATES - 2020



Item	Description	Unit	Normal Time (Inc GST)	Night/Over Time (Inc GST)
1	LABOUR RATES (Rates do not allow for OT, Nights & Weekends)			
	Labourer	Hr	\$105	\$149
	Plant Operator	Hr	\$105	\$149
	Concreter	Hr.	\$116	\$160
	Plumber	Hr.	\$116	\$160
	Carpenter	Hr.	\$116	\$160
	Electrician	Hr.	\$116	\$160
	Welder	Hr.	\$116	\$160
	Landscaper	Hr.	\$116	\$160
	Foreman Supervisor / Manager	Hr.	\$132	\$176
	Engineer	Hr.	\$138	\$182
	Project Manager	Hr.	\$143	\$187
	Surveyor	Hr.	\$143	\$187
	Design Manager	Hr.	\$187	\$231
2	PLANT RATES (Including Operators, Minimum 8hrs, rates exclude float fees - Rates do not allow for OT, Nights & Weekends)			
	Excavators (Including Operators)			
	0- 5 Tonne Excavator	Hr.	\$121	\$171
	6 – 9.9 Tonne Excavator	Hr.	\$138	\$193
	10 – 14.9 Tonne Excavator	Hr.	\$154	\$215
	15 – 25 Tonne Excavator	Hr.	\$187	\$237
	26 – 35 Tonne Excavator	Hr.	\$209	\$259
	Float Fees		POA	POA
	Breaker Attachment (Up to 14.9 Tonne)	Day	\$440	NA
	Breaker Attachment (Above 15 Tonne)	Day	\$550	NA
	Tamper/ Roller Attachment	Day	\$53	NA
	Sorting Bucket	Day	\$330	NA
	Auger Attachment	Day	\$550	NA
	GPS / Laser Attachment	Day	\$550	NA
	Graders (Including Operators, Minimum 8hrs, rates exclude float fees)			
	12 Ft Grader	Hr.	\$187	\$237
	14 Ft Grader	Hr.	\$220	\$270
	GPS / Laser Attachment Day \$500.00 NA	Day	\$550	NA
	Float Fees		POA	POA
3	Rollers/ Compacting Equipment (Excluding Operators, Minimum 8hrs, rates exclude float fees)			
	Trench Compactor	Day	\$308	\$308
	DPU Compacting Vibe Plate	Day	\$308	\$308
	0 – 3 Tonne Roller	Hr.	\$66	\$66
	3 – 8 Tonne Roller	Hr.	\$72	\$72
	8 – 15 Tonne Roller	Hr.	\$77	\$77
	15 – 22 Tonne Roller	Hr.	\$88	\$88
	Float Fees		POA	\$495
4	Trucks (Including Operators, Minimum 8hrs, rates exclude float fees)			
	Tandem (Standard 10m3)	Hr.	\$121	\$176
	Tandem (Rock 10m3)	Hr.	\$127	\$182
	Truck & Trailer (Standard 22m3)	Hr.	\$176	\$231

	Truck & Trailer (Rock 22m3)	Hr.	\$182	\$237
	Truck & Trailer (EPA 22m3)	Hr.	POA	\$273
	Water Truck (0 -10,000Ltr)	Hr.	\$132	\$182
	Water Truck (10,000 – 20,000Ltr)	Hr.	\$165	\$215
	Articulated Dump Truck (25 Tonne)	Hr.	\$198	\$248
	Articulated Dump Truck (30 Tonne)	Hr.	\$220	\$270
	Float Fees		POA	POA
5	Front End Loaders (Including Operators, Minimum 8hrs, rates, exclude float fees)			
	Bobcat Standard	Hr.	\$116	\$171
	Bobcat Pozitrack	Hr.	\$132	\$182
	Backhoe	Hr.	\$132	\$182
	936 Cat Loader	Hr.	\$165	\$215
	950 Cat Loader	Hr.	\$198	\$248
	Float Fees	Hr.	POA	POA
	D4 Cat Dozer Hr. \$140.00 \$190.00	Hr.	\$154	\$209
	D5 Cat Dozer Hr. \$160.00 \$210.00	Hr.	\$176	\$231
	D6 Cat Dozer Hr. \$190.00 \$240.00	Hr.	\$209	\$264
	GPS / Laser Attachment Day \$500.00 NA	Day	\$550	NA
	Float Fees POA POA			
6	Hire Equipment (Minimum of 1 day hire, Excludes Delivery)			
	Demolition Saw	Day	\$110	NA
	Jack Hammer Electric	Day	\$110	NA
	Jack Hammer Pneumatic	Day	\$165	NA
	Hammer Drill	Day	\$165	NA
	Laser Level	Day	\$165	NA
	GPS Rover Unit	Day	\$550	NA
	Millimetre Attachment to GPS Units	Day	\$550	NA
	Angle Grinder	Day	\$121	NA
	Chainsaw	Day	\$209	NA
	Pressure Washer	Day	\$209	NA
	Rumble Grid	Day	\$55	NA
	Wheel Washer	Day	POA	NA
	Rammer	Day	\$165	NA
	Flex Drive Pump	Day	\$165	NA
	Concrete Vibrating Shaft	Day	\$165	NA
	Generator Portable (5KVA -7KVA)	Day	\$121	NA
	Generator (10KVA -30KVA)	Day	\$330	NA
	Generator (50KVA -150KVA)	Day	POA	NA
	Light Tower Diesel (6000w)	Day	POA	NA
	Trailer Mount Pump 150mm	Day	POA	NA
	Lay Flat Hose (50mm – 150mm)	M/Day	\$3	NA
	Suction Hose (50mm – 150mm)	M/Day	\$9	NA
	VMS Board	Day	\$165	NA
	Traffic Lights	Day	\$165	NA
	Water Barriers	M/Day	POA	NA
	Ironman Barriers	M/Day	POA	NA
	Concrete Barriers	M/Day	POA	NA
	Temporary Fencing	M/Day	POA	NA
	Site Shed / Lunch Shed	Day	\$110	NA
	Toilet	Day	\$110	NA
	Sewage Holding Tank	Day	POA	NA
	Water Holding Tank Including Pump	Day	POA	NA
	Traffic Signs (Standard)	Day	POA	NA

Concrete Kibble	Day	POA	NA
Toilet Sewage Holding Tank	Day	\$55	\$61
Water Holding Tank Including Pump	Day	POA	POA
Traffic Signs (Standard)	Day	POA	POA
Concrete Kibble	Day	POA	POA

Day Rates Term & Conditions

1. Machinery hire excludes float charges; float charges are to be priced on application.
2. Machinery hire will be charged at a minimum of 8hrs per usage.
3. Attachments and tools will be charged at a minimum of 1 day's usage.
4. Attachments and tools exclude delivery charges.
5. All items are subject to availability.
6. All hours are to be agreed on daily and to be signed off on Civilex correspondence sheet.
7. Stand-down will be charged at 75% as the only saving is fuel.
8. For works carried out on a lock down weekend as specified within the Civilex EBA, triple time will apply. Please add on an additional \$40/hr to our double time rates for all labour and \$45/hr to all plant with operator rates.
9. All rates above exclude site allowances.
10. NDD Truck hire is charged from depot to depot, including time to dump waste.
11. This schedule is to form part of the subcontract agreement.
12. Monday to Friday day shift work is charged at Normal Time for the first eight hours and Overtime thereafter. Saturday and Sunday day shift work is charged at Double Time for all hours worked. Industry shutdowns to be charged at triple time.

B.3. Schedule of Key Contract Staff

(To be submitted with tender)

The tenderer shall provide the names of key staff to be assigned to the Contract (Reproduce this schedule as required to detail all proposed key staff).

Key Contract Staff Member 1

Name:	Rex Cover
Title:	Project Manager
Est. time commitment:	50 hours per week
Qualifications:	Bachelor of Civil Engineering (Hons) Bachelor of Arts (German Studies) White Card Confined Space Working at Heights
Years of experience:	9 years
Role and responsibilities for this project: Project Manager	

Key Contract Staff Member 2

Name:	Philip Caldwell
Title:	Supervisor
Est. time commitment:	50 hours per week
Qualifications:	Work Cover White Card OHS for Supervisors and Managers Senior First Aid Asbestos Awareness Traffic Control Yellow Ticket
Years of experience:	20 years
Role and responsibilities for this project: Supervisor	

The Tenderer confirms that the above staff shall be used for the contract if this offer is accepted, unless approved otherwise in writing by Council.

(To be submitted with tender)

Details

Please see attached.

Items shown above shall be incorporated in the construction activities as planned unless agreed otherwise in writing by Council.

B.5. Schedule of Machinery, Plant & Equipment

(To be submitted with tender)

The tenderer shall provide details of major machinery, plant & equipment (including that of sub-contractors) proposed to be utilised during the Works.

[illegible]

The Tenderer confirms that the above equipment shall be used for the Contract if this offer is accepted, unless approved otherwise in writing by Council.

B.6. A. Schedule of Consultants, Sub-Contractors & Major Suppliers

(To be submitted with tender)

The Tenderer is instructed to detail below of all proposed consultants, subcontractors and major suppliers which the Tenderer proposes to use to execute the Works under the terms of this Contract.

[illegible]

The Tenderer confirms that the above shall be used for the Contract if this offer is accepted, unless approved otherwise in writing by Council.

B.6. B. Recognition of Local Outcomes

(To be submitted with tender)

The Tenderer shall provide a statement with respect to how they shall, if successful, recognise local outcomes including demonstration of support for local business and community enterprise through delivery of the project.

Description

Symal understands the important part we play in the construction industry and our impact on the environment and communities in which we operate. As a company that aims to be “hands-on” in improving quality, and flexible in the way we work, we are also very proud to work closely with local subcontractors and suppliers whenever possible.

We recognise and genuinely value the relationships built with local suppliers and subcontractors in rural locations, and wherever possible, we draw upon local regional resources and knowledge to achieve the best project outcomes.

B.6. C. Support of Indigenous Participation

(To be submitted with tender)

The Tenderer shall provide a statement with respect to how they shall, if successful, support Indigenous business development, and/or provision of opportunities for Indigenous Australians to participate in the economy.

Description

Symal and Wamarra

Symal believes strongly in its social responsibility obligations and has long held a commitment to delivering construction projects in close partnership with socially responsible suppliers. Conset look to deliver projects that support our company values and create a long-lasting legacy with long-term socially responsible outcomes. With this in mind, in 2019 Symal shareholders partnered with Hayden Heta – a proud Aboriginal man of the Wiradjuri Nation - to create Wamarra Contractors.

Wamarra is an Aboriginal owned and led civil contractor registered with Supply Nation and Kinaway, and passionately committed to providing meaningful employment and career opportunities for Aboriginal people. With a focus on Aboriginal career progression through training and development, Wamarra celebrates its cultural identity, ensuring its values reflect Wamarra employees, their families, and the broader community.

“Wamarra” is a Wiradjuri word meaning “To Build”, and Wamarra’s goal is to provide meaningful employment to aboriginal people through long-term, sustainable employment initiatives. Managing Director Hayden Heta is committed to exploring employment opportunities for local Traditional Owners and Aboriginal communities. Wamarra’s local first approach is a win-win scenario: when employment openings exist Wamarra seeks to fill local opportunities with a locally-skilled workforce.

Importantly, Aboriginal culture guides Wamarra in everything they undertake, from respecting our country to sharing real opportunities that become the agents of change to make a meaningful difference for Aboriginal people at a local level.

Managing Director Hayden Heta has substantial experience employing aboriginal people through his previous role as Aboriginal Inclusion Coordinator for the Department of Environment, Land, Water and Planning - Hume Region. In this role Hayden was responsible for exploring employment and/or economic participation opportunities for Victorian Traditional Owners and Aboriginal communities. An example being the Aboriginal Project Firefighter Program. For this program Hayden ran information sessions, assisted

potential candidates with applications and resumes, provided interview tips/techniques, shortlisted and interviewed candidates and provided ongoing mentorship and support.

Hayden has also held a previous role as Aboriginal Community Development Broker (Aboriginal Victoria) and Aboriginal Cultural Heritage and Community Stakeholder Manager (Rail Projects Victoria). He was involved in the graduate program, interviewing Aboriginal candidates, ensuring they felt supported throughout the process whilst providing a culturally safe and inviting environment. Hayden also provided ongoing support and mentorship for both successful and unsuccessful candidates.

Through Hayden's experience he has gained valuable insight into the barriers Aboriginal people can often face through employment. Wamarra draws on Hayden's experience to ensure Wamarra employees are given every chance to succeed.

Wamarra aims to create a culturally safe and inclusive environment for all. A place where employees feel supported and are empowered to be their best. Encouraging individual growth and consolidating employee leadership skills, Wamarra is proud to produce Aboriginal role models and mentors from within and most importantly, for its extended communities.

Hayden has strong ties to the Riverina and surrounding region as his Wiradjuri heritage reaches back to Narrandera, Darlington Point, Junee and Wagga Wagga. Having grown up in Albury - Wiradjuri country - Hayden's connection to local community is extensive. He regularly participates in local community events, including NAIDOC celebrations, and Wamarra support local Aboriginal football team "Miliwah Suns" who compete in an annual Aboriginal state Football carnival.

B.7. Tender Program

(To be submitted with tender)

The Tenderer shall submit a program in Gantt chart format for the Works (preferably using MSProject) including start and finish dates for all tasks, major interdependencies, milestones, hold points and other activities which the Tenderer considers to be critical for the works.

External dependencies such as provision of access, approvals, material supply by others, decision points by the Principal and other stakeholders must also be identified in the program. The program shall make due allowance for annual/ public holidays and necessary approvals and certification.

During the Tender evaluation period Council may require the Tenderer to develop the program further to demonstrate the Tenderer's ability to comply with the program, meet the dates as indicated and/or deal with constraints imposed by others.

The Tenderer shall indicate on the tendered program the following key dates, milestones and constraints as a minimum:

- Start and Practical Completion dates;
- Construction start;
- Overall sequence of activities on Site and links between activities;
- Important milestones;
- Decision &/or hold points; and
- Time allowances made in the calculation of the date for Practical Completion for inclement weather and any other delay causes anticipated.

The program shall also include items for submission of required project specific plans/documentation (within 14 days of the letter of acceptance) as key milestones in the preliminary program, including:

- Project plans for quality plan, WH&S, EMP & TMP;
- Project Construction Program (updated tendered program, approved & confirmed);
- Proof of insurances;
- Contract Security; and
- Possession of Site (subject to submission of above).

The Tenderer confirms that the program submitted with the Tender shall be used as the basis for a detailed construction program which shall be presented in Gantt Chart form within 14 days of letter of acceptance. The logic, sequences, activities, tasks, events, dates and durations in the tendered program shall be incorporated in the Construction Program unless agreed otherwise in writing by the Principal.

B.8. Traffic & Pedestrian Management Plan

(To be submitted with tender)

The Tenderer shall as a minimum provide an outline of proposed traffic & pedestrian management arrangements. If appropriate the Tenderer may provide their proposed traffic management plan(s).

Note Technical Specification – Clause 6.1.7

Description

Local road traffic risk will be managed reduced through traffic speeds (limited to 40km/h).

For Area 1, temporary lane closures adjacent to the active work front will be managed by a qualified traffic control subcontractor by use of appropriate signage and stop/go controllers at each end, and delineated along its full length by bollard and flagging to provide clear separation between the construction equipment and local traffic during 9am-3pm on school days and full closures to be allowed during school holidays.

For Area 2 and 3, temporary lane closures adjacent to the active work front will only be allowed for fifteen minutes. Traffic will remain open and to be managed by a qualified traffic control subcontractor by use of appropriate signage and stop/go controllers at each end, and delineated along its full length by bollard and flagging to provide clear separation between the construction equipment and local traffic

Pedestrian traffic will not be permitted adjacent to working equipment.

All site personnel will adhere to relevant safety standards, including wearing of correct PPE and Hi-Vis clothing/vests.

The Supervisor shall assist road users should any incident occur that impacts on the amenity or safety of the local roads.

Modification to the proposed TMP may be required to correct any unsafe conditions arising from the works on site, or significant delays as a result of the works.

B.9. Community Communications & Liaison Plan

(To be submitted with tender)

The Tenderer shall as a minimum provide an outline of proposed community liaison plan addressing how effects (e.g. noise, dust, access, delay) on the public and adjacent businesses shall be minimised and the wider community informed of the significant events and activities, extent, anticipated effects, progress and upcoming activities of the Contract Works.

Aspects to be considered include; who will you contact? How will contact and communication happen? What aspects of the contract works that are the most likely to affect the public and adjacent businesses and activities? Who is most likely to be affected? When and where will you consult with them? How will the communications and liaison matters raised and discussed be communicated and publicised? Who will monitor, analyse and act on requests and responses and record, communicate and follow up actions and results? How will you provide feedback and evaluate the effectiveness of the communications and liaison?

Description

Symal shall consult with local authorities, emergency services and local businesses to minimise impact on local community via effective communication, utilising local social and print media (letter drop, local advertising/signage or similar) to inform the community of proposed works and construction activities.

Construction equipment shall be well maintained and have appropriate sound reduction equipment to minimise construction noise.

Dust suppression by effective use of watercart for appropriate activities is included.

Construction activities that impact local local traffic flows will be managed as per the Traffic Management Plan.

B.10. Schedule of Waste Management – Reusable & Recyclable Materials

(To be submitted with tender)

The Tenderer shall detail all proposed waste management practices which are proposed for the Works under this Contract.

Note: Preliminaries Clause: 5.11 & Technical Specification Clause: 6.1.17

Activity	Waste Expected to be Generated	Treatment of Waste
Clearing & Grubbing	Green waste & smaller diameter timber	To be recycled and used within project landscaping works
Tree Removal	Green waste & smaller diameter timber	To be recycled and used within project landscaping works
Tree Removal	Larger diameter timber	To be recycled and used within project landscaping works
Topsoil Stripping	Topsoil including vegetation material	To be recycled and used within project landscaping works
Excavation	Surplus clean fill	To be stockpiled for future use on local council projects, or to be hauled to other local council projects.
Drainage Structures	Concrete, Construction & Demolition waste	To be taken to waste recycling and broken down to be reused.
Roadside furniture, signage & guardrails	General waste and recyclable materials.	To be reused within project where possible.
Site amenities	General waste and recyclable materials.	All taken offsite to waste disposal location.
	Sewerage	
Plant & Equipment	On site servicing - oil & solvents	All waste taken offsite to waste disposal location.
Other (specify)		

Other (specify)		
Other (specify)		

B.11. Schedule of Principal Supply Items

Not Used.

B.12. Schedule of Technical Information

Not Used

B.13. Schedule of Vendor Drawings

Not Used

B.14. Schedule of Work Health and Safety

(To be submitted with tender)

Bega Valley Shire Council has engaged the services of BNG Contractor Service Pty Ltd to manage Councils Contractor compliance process, details are available at www.bngconserve.com.au. Note that all contractors carrying out work for Council must be registered and accredited within this BNG system prior to commencing work.

Item				Yes	No
Is the Tendering entity accredited with BNG?				<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have there been any WH&S reportable and/or LTI incidents in the last 3 years?				<input checked="" type="checkbox"/>	<input type="checkbox"/>
If so, please provide details.					
Reportable Incidents.					
Date:	Event details:	Notice type:	Outcome:		
01/03/18	As the front end loader reversed into a position so as to push material forward with the bucket, the rear left wheel slid into a shallow hole causing the loader to lean over and come to rest against the adjacent stockpiled material on the cabin door side of the machine.	Prohibition Notice issued by Worksafe Vic for the purpose of ensuring plant involved is assessed by a competent person prior to returning to service	Notice complied with – inspection /service performed by William Adams CAT		
14/03/18	Whilst cutting steel rebar with an angle grinder within the concrete spill way, a spark jumped out and landed in the above vegetated area. The spark generated a small fire. Fire extinguishers were collected from the area and were used to put out the fire.	Improvement Notice was issued by Worksafe Vic	Notice complied with – increased supervision of subcontractor applied to ensure Hot Works permit conditions/controls complied with		
04/06/18	Subcontractor operator relocating twin smooth drum 3t roller between piers 5 and 6 approached the soft edge of material which had been raised and compacted resulting in the roller over turning.	Improvement Notice was issued by Worksafe Vic	Notice complied with – Toolbox talk delivered communicating plant not to be operated near raised edges without delineations / barricades in place		

LTI's

Date of incident	Details	Days Lost
2/11/2018	Whilst helping to set out line marking the Injured person was repeatedly bending and walking and turning. He went to quickly to turn his body and his boot gripped the sealed road causing his knee to twist. the Injured Person reported the injury. Arthroscopy required.	4 days
7/08/2019	Injured Person suffered a laceration to his leg whilst adjusting the fork tines on the front-end loader. The Injured was adjusting loader fork tines when the tines slid off rail and fell to ground. IP lost balance due to momentum and fell onto loader fork tines causing laceration to lower leg.	6 Days
11/08/2020	Injured Person was alighting from a 70t Excavator when he misjudged his footing on the last step. He put his right leg out to regain balance and twisted his knee causing a fracture to his tibia and a torn ACL.	On going

Is there a written company Work Health & Safety (WHS) policy? (If yes, provide a copy

☒ ☐


SYM-POL Health
Safety Wellbeing.pd

of policy).

Does the company have a WHS management system certified by a recognised independent authority? (If yes, provide details of certification).

☒ ☐


101334_AS-NZS ISO 101334_AS-NZS
45001-2018 - Occup,4801-2001 - Occupa

Is there a company WHS Manual? (If yes, provide copy of contents page).

☒ ☐


Integrated
Management Plan -

safety7.pdf

and

At an organisational level, are WHS responsibilities clearly identified for all levels of staff? (If yes, provide details).

☒ ☐


IPMP Section 1.6
Statement of respor

Has the company prepared safe working procedures for all of its operational activities? (If yes, please provide a summary listing of procedures or instructions).

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Symal has Safe Work Method Statements (SWMS) for all of the works that require high risk construction work, these are generic SWMS templates that are reviewed and amended to suit specific projects. We also produce individual Activity Method Statements for activities that are unique to our core business. This may include critical crane lifts, piling or working in a confined space.

The suite of standard SWMS are:

HSEQ-008.002	Template	Hazardous Manual Handling
HSEQ-008.003	Template	Service Location and Proving
HSEQ-008.004	Template	Survey of Site
HSEQ-008.005	Template	Excavation
HSEQ-008.006	Template	Safe Operation of Plant
HSEQ-008.007	Template	Safe Operation of Plant (Excavator)
HSEQ-008.008	Template	Safe Operation of Plant (Roller Compactor)
HSEQ-008.009	Template	Safe Operation of Plant (Grader)
HSEQ-008.010	Template	Safe Operation of Plant (Water Cart)
HSEQ-008.011	Template	Safe Operation of Plant (Skid Steer Bob Cat Posi Track)
HSEQ-008.012	Template	Safe Operation of Plant (Forklift)
HSEQ-008.013	Template	Safe Operation of Plant (EWP)
HSEQ-008.014	Template	Safe Operation of Plant (Front End Loader)
HSEQ-008.015	Template	Safe Operation of Plant (Backhoe)
HSEQ-008.016	Template	Safe Operation of Plant (Tipper Truck)
HSEQ-008.017	Template	Safe Operation of Plant (Dozer)
HSEQ-008.018	Template	Safe Operation of Plant (Scraper)
HSEQ-008.019	Template	Safe Operation of Plant (Articulated Dump Truck)
HSEQ-008.020	Template	Safe Operation of Plant (Hydro Excavation Unit)
HSEQ-008.021	Template	Mechanical Lifting, Slings
HSEQ-008.022	Template	Entering or Working in a Confined Space
HSEQ-008.023	Template	Working at Heights
HSEQ-008.024	Template	Traffic Management
HSEQ-008.025	Template	Proof Rolling Subgrades
HSEQ-008.026	Template	Placing Pavement Layers
HSEQ-008.027	Template	Loading and Unloading Powered Mobile Plant
HSEQ-008.028	Template	Site Dewatering
HSEQ-008.029	Template	Plant Vehicle Recovery
HSEQ-008.030	Template	Isolation of Plant and Equipment
HSEQ-008.031	Template	Working Adjacent to Water
HSEQ-008.032	Template	Drone Operation

Does the company operate any permit to work systems? (If yes, provide a summary listing or permits).



HSEQ-032	Permit	Penetration Permit
HSEQ-038	Permit	Hot Work Permit
HSEQ-039	Permit	Work at Height Permit
HSEQ-043	Permit	Confined Space Entry Permit

HSEQ-045	Permit	Asbestos Removal Permit
HSEQ-046	Permit	Demolition Permit
HSEQ-047	Permit	Service Request

Has the company an incident investigation procedure? (If yes, provide a copy of a standard incident report form).

☒ ☐


SYM-HSEQ-021A
Incident Report.dot:Completing an Incid



Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company? (If yes, provide details).

☒ ☐


IPMP Section 5.14
Plant operation and

Item	Yes	No
------	-----	----

Are there documented procedures for storing and handling hazardous substances? (If yes, provide details).

☒ ☐

Section 5.23 of the Integrated Management Plan – Hazardous Substance Management



IPMP Section 5.23
Hazardous Substanc

Are there procedures for identifying, assessing & controlling risks associated with manual handling? (If yes, provide details).

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Hazardous manual handling

Hazardous Manual Handling tasks involves repetitive or sustained application of force, repetitive or sustained awkward posture, repetitive or sustained movement, application of high force, exposure to sustained vibration; or manual handling of live persons or animals; or manual handling of unstable or unbalanced loads or loads which are difficult to grasp or hold. Symal Infrastructure personnel and associated subcontractors are responsible for identifying, assessing and controlling the risks associated with Hazard Manual Task through manual task control measures.

All Hazardous Manual Handling tasks are to be recorded in the Site Risk Assessment (Risk Register).

All employees receive a basic awareness introduction to manual handling and the correct techniques involved with the avoidance of manual handling injuries as part of their induction into their SWMS.



INF-HSEQ-008.002A
Hazardous Manual h

Indicate WHS training activities undertaken by your company.

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Internal training includes:

- Safety 7 training (Symal Infrastructure Critical Risk framework) – All employees and subcontractor
- HSEQ system requirements (IPMP) - All staff, Supervisors and Leading hands
- Toolbox talks are held at a minimum each fortnight on each project. The content of these toolbox talks are related to the individual projects, this is also supplemented with safety alerts and other publication issued by the HSEQ department.

Has your Company a WHS induction program for employees and sub-contractors? (If yes, provide examples of safety training records).

☒ ☐

Company Induction Record this is a record of the inductions that are carried out for



HSEQ Induction.pdf

Symal Infrastructure uses Hammertech as its electronic information management platform to manage inductions on each site. See below for a redacted export of an induction record.



Example Induction Record.pdf

Is there a policy/procedure for regular WHS inspections at worksites? (If yes, provide details).

☒ ☐

Section 3.5 of the Integrated Management Plan.



IPMP Section 3.5
HSEQ Inspections ar

In addition to the inspection detailed in the IPMP, Senior Management conduct safety inspections and discussions on projects at a minimum of 2 inspections per month.

Attached is an example of an inspection by the Symal Infrastructure General Manager, focusing on the topic of Covid-19 Management.



HSEQ - NWPA -
COVID 19 MG.docx

Have workplace checklists been developed to conduct WHS inspections? (If yes, provide details).

☒ ☐

Attached is the Weekly Site Walk form, HSEQ Internal Audit and SWMS task Observation



INF-HSEQ-016A



INF-HSEQ-051A




SYM-HSEQ-007A

Weekly Site Walk.doc HSEQ Audit Tool.xls SWMS Task Observa

Can your employees report workplace hazards at their workplaces? (If yes, provide details).

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Employees are encouraged to report hazards to their supervisors immediately. This includes during a discussion at a pre-start meeting, during a review of a SWMS or at anytime during a shift.

<p>Are there agreed arrangements for on site WHS consultation? (If yes, provide details).</p> <p>Formal opportunities for consultation on site include:</p> <ul style="list-style-type: none"> • Prestart meetings • Toolbox meetings • Company and Site Specific inductions • SWMS reviews <p>Informal opportunities include:</p> <ul style="list-style-type: none"> • During Weekly Site walks • Senior management inspections • Project Lead in sections. <p>At anytime during the shift.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Is there a WHS Committee for the Company? (If yes, provide details).</p> <p>Where requested by the workers a Health and Safety Committee shall be established and Health and Safety Representatives (HSR) from the designated work group must be nominated and then elected to the Committee</p> <p>If requested by the elected HSR, HSR initial or refresher OHS training course shall be provided to enable them to perform their function and responsibilities. The training course shall be conducted by an approved provider.</p> <p>Where required, Health and Safety Committees shall be established in accordance with the relevant WHS/OHS Act and meet quarterly at a minimum.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Item	Yes	No
<p>Are reports from the WHS Committee reviewed by senior managers?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Is there a system for recording and analysing WHS performance statistics? (If yes, provide details).</p> <p>Through our internal auditing process the HSEQ team collect the relevant lead and lag indicator data that is collated and reported on a monthly basis as per the attached report</p> <p></p> <p>Construction Report - HSEQ PR Ju</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Are employees regularly provided with information on company WHS performances?</p> <p>Yes the monthly HSEQ performance report is issued to the project managers who share information with the site. Site specific WHS performance is recorded via internal audits. Areas of required improvement or high level performance are shared with the relevant employees.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Has the Company ever been convicted of a WHS offence? (If yes, provide details).</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Declaration of accuracy:

By signing this Tender Schedule on behalf of the Tenderer I confirm that I am authorised to provide the required information and to my knowledge is an accurate description of the Tenderer's Work Health and Safety management system.

B.15. Schedule of Quality Assurance

(To be submitted with tender)

The Tenderer shall complete the table below relating to quality assurance.

Item	Yes	No
<p>Has the company an officer responsible for quality functions? (If yes provide name, position and contact details).</p> <p>The Company has an HSEQ team. Each project is nominated an HSEQ lead to support the project. Each of these leads report into the HSEQ Manager Jen Robertson.</p> <p>Jen Robertson HSEQ Manager Symal Infrastructure</p> <p>M 0413 596 586 T 03 9391 8800 F 03 9391 6700</p> <p>Gate 1A, Lot 2-38 Hudsons Road, Spotswood VIC 3015 Melbourne Stawell Geelong Newcastle Brisbane</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Does your company have a quality management policy? (If yes, provide a copy of policy).</p> <p> SYM-POL Quality.pdf</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Has the company a documented quality manual? (If yes, provide copy of contents page).</p> <p>This forms part of the Integrated Management Plan – Section 7</p> <p> IPMP QA Contents.pdf</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Does the company operate in accordance with documented procedures?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Is the Company's overall quality system based on the requirements of:</p>		
ISO 9001 "Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ISO 9002 "Quality Systems - Model for Quality Assurance in Production, Installation and Servicing"?	<input type="checkbox"/>	<input type="checkbox"/>
ISO 9003 "Quality Systems - Model for Quality Assurance in Final Inspection and Test"?	<input type="checkbox"/>	<input type="checkbox"/>
Other? (Provide details).	<input type="checkbox"/>	<input type="checkbox"/>

Has your company's quality system been previously audited? (If yes, by whom).

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Global-mark

Has your company's quality system been accredited? (If yes, by whom).

☒☐

101334_AS-NZS ISO
9001-2016- Quality r

Global-mark

Submit a sample quality inspection & test plan (ITP) for similar work to the Contract.





CC0295 - ITP-006 -
Earthworks - Rip Raj

The Tenderer confirms that the above details are correct and that upon request by Council, the Tenderer shall make a copy of quality policy, manuals, procedures, documentation and the like available for review.

B.16. Schedule of Environmental Management

(To be submitted with tender)

The Tenderer shall complete the table below relating to environmental management. Where applicable, your response should include audit dates and any schedules of future audits.

Item	Yes	No
<p>Does your company have third party accreditation for its environmental management system (EMS)? (If yes, state the standard to which it conforms).</p> <p>AS-NZS ISO 14001-2016- Environmental management systems</p>  <p>101334_AS-NZS ISO 14001-2016- Environ</p> <p>If your company's EMS is not developed to any recognised standard, describe briefly the environmental system and procedures in force at present.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Does your company have an environmental management policy? (If yes, provide a copy of policy).</p>  <p>SYM-POL Environment.pdf</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Does your company produce project specific environmental management plans (EMP)?</p> <p>Environmental is covered in section 6 of the integrated project management plan (IPMP) which is amended to include site specific details and cover the management of environmental risks identified as being important to the specific project. We also produce an environmental controls management plan (ECMP) specific to each site. The plan identifies the specific location and environmental protection measures to be used to ensure there are no detrimental effects to the environment.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Does your company address the following environmental management items:</p> <p>Risk assessments</p> <p>Environment work procedures</p> <p>Roles and responsibilities</p> <p>Inductions</p> <p>Incident reporting</p>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Licences

☒☐

Is your company able to state that it complies with all statutory environmental legislation?

☒☐

Has the company preformed internal environment audits?

☒☐

Has your company been issued any notices/fines/prosecutions from the Environmental Protection Agency (EPA) in the last three years? (If yes, state type and outcome).

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The Tenderer confirms that the above details are correct and that upon request by Council, the Contractor shall make a copy of their environmental policy, manuals, procedures, documentation and the like available for review.

B.17. Schedule of Similar Projects and Tenderer's References

(To be submitted with tender)

The Tenderer shall provide, as a minimum the following information for at least three (3) recent projects with references to demonstrate their experience in the execution of work similar to that included in this RFT. The Tenderer may also provide additional information to demonstrate capabilities and experience specifically relevant to the Works under this Contract in Schedule B.20.

Example 1

Project name / reference:	Polo Flat Precast Yard Earthworks & Drainage
Client contact:	Future Gen JV (FGJV)
Phone no.:	
Contract value:	\$8M
Duration & completion Date:	June 2020 - Sept 2020

Description of work:

Project description

This project forms part of the Snowy 2.0 Project. It involves the preparation of a section of land in Cooma NSW to create a segment laydown for the precast factory.

Scope of work

- 210,000m2 topsoil strip
- 80,000m3 cut to fill
- Detailed earthworks for precast facility
- Subsurface drainage
- Installation of clean water diversion drain and sediment basin
- 180,000m2 of flexible pavement construction
- Construction of site entry road and tie in works.

Project features

- Bulk earthworks
- Pavements
- Subsurface drainage
- Regional location

Example 2

Project name / reference:	Eurobodalla Flood Recovery Works
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Client contact:	Eurobodalla Shire
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Phone no.:	
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Contract value:	\$2.5M
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Duration & completion date:	April 2020 - TBC
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Description of work:

Project description

Symal are proud to assist the Eurobodalla Shire in the scoping and construction works of over 60 flood damaged locations within the shire.

This includes assessing damage across multiple rural locations, engagement with local residents and contractors, construction of new and repair of damaged structures.

Special Achievements

The Symal project team have engaged with locals on all works to date, in multiple rural locations.

B.18. Schedule of Tenderer's Financial Position

(To be submitted with tender)

Provide current, up to date information. The following may be approached for information by the Principal when assessing the Tender, to confirm bona fides.

Name and address of Tenderer's bank:

Full name	NAB			
Street or PO	22 Watton Street			
Town/Locality	Werribee	State	VIC	Postcode 3030
Phone		Fax no.		
Mobile	0439 385 211			Daminda.J.Wijesundera@nab.com.au

Name and address of Tenderer's accountant:

Full name	PITCHER PARTNERS			
Street or PO	Level 13, 664 Collins Street			
Town/Locality	DOCKLANDS	State	VIC	Postcode 3008
Phone		Fax no.		
Mobile	0409 008 184	Email		dean.love@pitcher.com.au

Tenderer's statement:

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The Tenderer confirms that if requested by the Principal they shall supply sufficient information to demonstrate financial capacity to undertake the Works.

B.19. Schedule of Tenderer's Current Workload

(To be submitted with tender)

List the four largest current projects your company is engaged in or committed to.

Project 1		
Project name / reference:	Chisholm Road Prison Project	Project name / reference:
Client contact:	John Holland,	Client contact:
Phone no.:		Phone no.:
Contract value:	\$60M	Contract value:
Duration & completion date:	2020-2022	Duration & completion date:
Description of work: Project scope involves all internal and external civil works including bulk earthworks, pavement construction and temporary site works (crane pads, hardstands, haul/access roads, walkways etc) necessary throughout construction.		
Project 2		
Project name / reference:	Youth Justice Redevelopment Project,	Project name / reference:
Client contact:	John Holland	Client contact:
Phone no.:		Phone no.:
Contract value:	\$12.5M	Contract value:
Duration & completion date:	2018-2020	Duration & completion date:
Description of work: This project involves the construction of an access road to the new Youth Justice Centre along Little River Road in Little River. It also involves bulk earthworks and common service route works associated with the internal prison footprint. The scope of work includes: treatment of noxious weeds; clearing and grubbing; bulk earthworks; crushed rock and asphalt pavements; retaining walls; service conduit installations and lightpole footings; fencing and gates; and line marking and signage.		
Project 3		
Project name / reference:	Collector Wind Farm – Balance of Plant	Project name / reference:
Client contact:	Ajay Pancholi	Client contact:
Phone no.:	0436 649045	Phone no.:
Contract value:	\$54m	Contract value:

Duration & completion date:	18 months – Completion January 2021	Duration & completion date:
Description of work: Construction of wind farm access roads, WTG foundations and hard stands for 54 turbine wind farm in NSW		

Project 4

Project name / reference:	Toll Web-dock Redevelopment	Project name / reference:
Client contact:	Daniel Taylor	Client contact:
Phone no.:	0402 834850	Phone no.:
Contract value:	\$34.7m	Contract value:
Duration & completion date:	14 months – Completion October 2020	Duration & completion date:
Description of work: Redevelopment of the existing Toll Shipping and Toll Tasmania facilities, including new pavements, relocation of services and building works		

B.20. Schedule of Additional Information

The Tenderer may provide additional data, project descriptions, capability statements or other information to demonstrate capabilities and experience specifically relevant to the Works under this Contract.

Symal Infrastructure Capability Statement attached.

SECTIONS 3-7:

SECTION 3: PROJECT DESCRIPTION

3.1. PROJECT INFORMATION

3.1.1. Conditions of Contract

The general conditions applying to this Contract are Australian Standard AS4000-1997 General Conditions of Contract.

3.1.2. Contract

This Contract is RFT 2021-42 for Towamba & Burragate Road Upgrade.

Method of payment for this Contract is fixed lump sum NOT subject to rise & fall.

The Contract shall include those documents identified within Section 1 Clause 1.3.

3.1.3. Project Objective

The Works shall be carried out as specified and completed to program and by the Date for Practical Completion as set down in Section 4 (AS4000 Part A Item 7) in an economic and efficient manner to the quality standard specified and coordinated with other contractors, suppliers and authorities with maximum safety and minimum public inconvenience.

The purpose of the Works is to upgrade the unsealed sections of the Towamba and Burragate Roads, totaling 22.4km length, in accordance with the GHD design drawings and specifications.

3.1.4. Contract Documents

All sections of the project description, specification, drawings and other supporting documentation shall be taken in conjunction, and any provisions of clauses in any one section shall be taken as referring to all other sections where such provisions and clauses are in any way applicable.

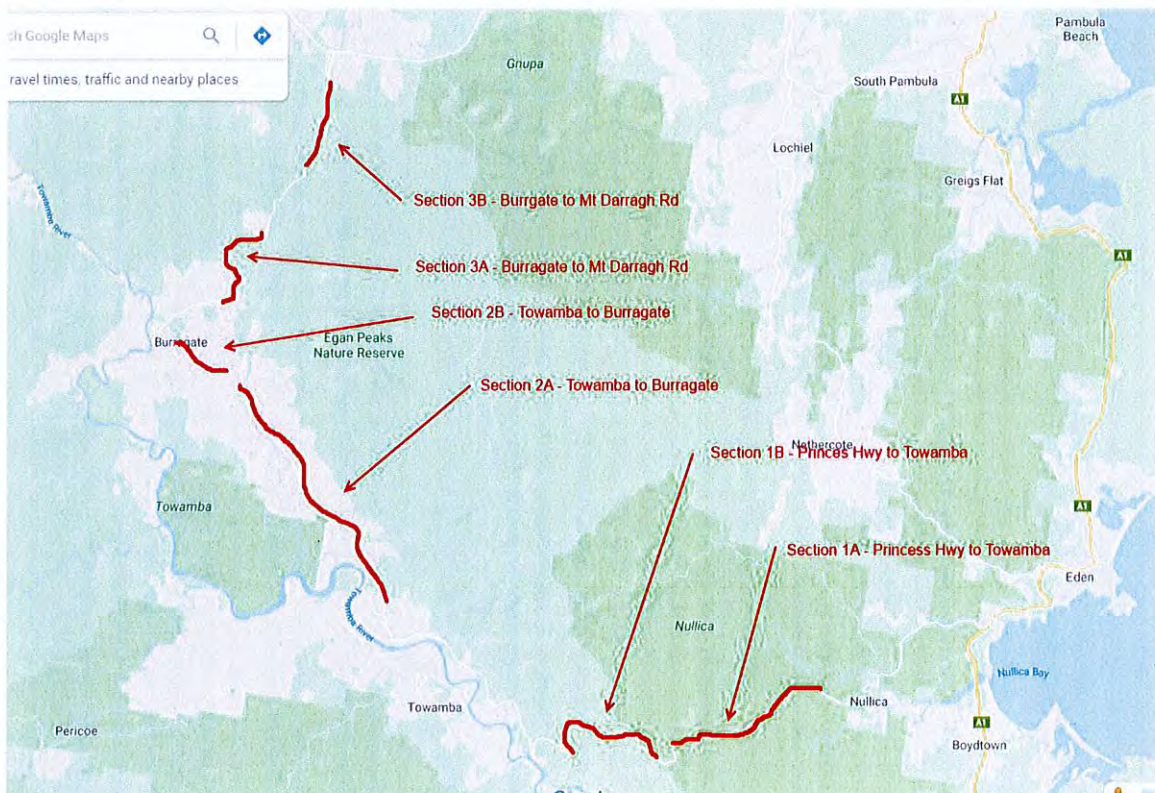
Where an item of work is to be obviously inferred or is usual or proper in the class of work generalised in the specification and is necessary for the full and proper completion of the Works, the same shall be included in the lump sum scope notwithstanding that such construction or such necessary item is not explicitly mentioned in the specification, drawings or supporting documentation.

Any errors, ambiguities or inconsistencies found in the Contract Documents shall be immediately brought to the attention of the Principal in writing. Failure to do so shall render any claim made fourteen (14) days after the consequences invalid.

3.2. SITE OF THE WORKS

3.2.1. Location

The Site of the Works is located at Towamba and Burragate Roads, Bega Valley Shire, NSW.



3.2.2. Definition (boundaries)

The Site of the Works is bounded by/defined *empirically and clearly by*

- Refer to GHD Drawing Set 1251029

3.2.3. Restrictions

Not used

3.3. REGULATORY & AUTHORITIES REQUIREMENTS & PERMITS

Refer to Section 6.

3.3.1. Permits and Fees

The Contractor shall submit all necessary notices and pay all fees required to be submitted and paid as the case may be in order to complete the works defined under the Contract.

3.3.2. Existing Permits

Existing permits & licenses applicable to this project (e.g. fisheries permit) are listed in Section 6 Technical Specification – Clause 6.4 Reference Documents.

3.3.3. Permits Required

The Contractor shall be responsible for all applicable approvals, permits & licenses required to carry out the Works applicable to this project except where explicitly listed &/or included in Section 6 Technical Specification - Clause 6.4 Reference Documents.

3.3.4. Authorities Approvals

The Contractor shall submit documentation to the Principal providing evidence of approval of applicable authorities whose requirements apply to the work within seven (7) days of the approval.

3.4. SCOPE OF WORKS

The Scope of Works is to upgrade the unsealed sections of the Towamba and Burragate Roads, totaling 22.4km length. The unsealed sections of the Towamba and Burragate Roads requiring upgrade and sealing consist of six sections as follows:

- | | | |
|--------------|-------------------------------|---------|
| • Section 1A | Princes Hwy to Towamba | 4.87 km |
| • Section 1B | Princes Hwy to Towamba | 3.78 km |
| • Section 2A | Towamba to Burragate | 7.38 km |
| • Section 2B | Towamba to Burragate | 1.65 km |
| • Section 3A | Burragate to Mount Darragh Rd | 3.27 km |
| • Section 3B | Burragate to Mount Darragh Rd | 1.45 km |

The Scope of Works is to be undertaken in accordance with the GHD design drawings and specifications, and includes, but is not limited to, the following:

- Site establishment and environmental controls
- Survey
- Traffic Management
- Clearing, grubbing and tree removal
- Earthworks
- Drainage works and structures

- Pavement construction: DGB20 in Section 1, stabilisation in Sections 2 and 3
- Primer seal and two coat sealing works
- Line marking
- Safety barriers, road furniture and road signage
- Remediation and landscaping, including boundary stock fencing where specified.
- Quality Assurance and Works as Executed documentation.

The Scope of Works shall include but not necessarily be limited to those items detailed within subsections 3.4.1 through 3.4.4 inclusive.

3.4.1. Safety and Access

Public safety is paramount. The Contractor shall:

- Ensure public and worker safety;
- Maintain safe public and traffic access around, through and past the Site;
- All necessary site, safety, statutory information and community signage shall be installed in appropriate and visible locations for all on site and construction activities;
- Ensure safe access to all adjacent public and business locations throughout the Works; and
- Communicate with all affected members of the public and business owners with regard to Works sequence, changes to access, noise and disruptions generally.

3.4.2. General

The Scope of Works shall include;

1. Site establishment and dis-establishment including all necessary site facilities and amenities, power & water, safety fencing and appropriate screening and barriers to:
 - enclose the various parts and stages of the Works Site as required for the duration of the Works;
 - minimise environmental impact including protection of on site and adjacent trees and structures to ensure no damage and ensuring no sediment &/or material whatsoever is carried, washed or blown from the Site into drains or storm water system or on to neighbouring property;
 - Protect and Maintain adjacent surfaces, buildings, and trees to ensure no damage; and
 - Protect and maintain existing in ground services.
2. Carrying out photographic dilapidation reports prior to Works starting and after Works are complete but prior to Practical Completion.

3. Repair and/or replacement of all & any damage to adjacent road surfaces, kerbs and gutters, pavements, buildings, infrastructure and trees.
4. The preparation and formal submission (update & revision when required) of professionally designed, documented, established and executed (staged & phased as necessary) construction plan, if applicable including a site specific traffic & pedestrian management plan for the Site that maintains:
 - through traffic flow in at least one direction at all times;
 - pedestrian access at all times;
 - pedestrian access (and vehicular access where applicable) to all entries at all times except for short pre-planned and pre-advised periods for Works in the immediate vicinity of each entry; and
 - safe pedestrian crossings.
5. Clean up and restoration of surrounding affected areas for public use at completion of the Works.
6. All necessary insurances, labour, plant & equipment; dust, noise and traffic controls; WH&S, environment and safety provisions to carry out the Works.
7. All required documentation and administration for quality, environment and WHS systems.
8. All required management, supervision, liaison and communication with BVSC, RMS, authorities, contractors, consultants and stakeholders as necessary.
9. Traffic management and maintenance of public traffic access as necessary during construction.
10. Coordination and cooperation with utilities and service providers such as Telstra & Essential Energy who may replace, relocate and/or re-level and/or reset services, connections, pits, conduit and cabling during the Works.
11. As Built drawings prior to Practical Completion (refer Section 5 Special Conditions of Contract).
12. Testing and commissioning (refer Section 5 Special Conditions of Contract).
13. Technical information, operation and maintenance manuals, training, commissioning and formal handover for all mechanical, electrical and hydraulic equipment supplied and installed in the works. (refer Section 5 Special Conditions of Contract).
14. All materials and labour to carry out the Works and complete the Contract.
15. Any item shown in the documentation and not in the specification, or vice versa, is to be provided and all incidental and obvious work is to be done, though not specially mentioned because of minor character.
16. All costs which may be incurred in completing the works by the time stated in the Contract including any overtime, bonus and allowances.

3.4.3. Separable Portions

Not used

3.4.4. Provisional Sums

The Contractor shall allow for the scheduled provisional sum items in the planning of the Works and include all scheduled provisional costs in the lump sum price.

3.5. ITEMS NOT INCLUDED IN SCOPE OF WORK

3.5.1. Items not included

Not used

3.5.2. Principal supply items (refer schedule B.11)

Not applicable.

3.6. PROGRAM

3.6.1. Completion time/date

Durations and subsequent time for Practical Completion is set down in Item 7 of Annexure Part A to the Australian Standard General Conditions of Contract AS4000-1997.

The Contractor shall include in the Construction Program the date for Practical Completion.

The Contractor shall plan & resource the project to ensure the Date for Practical Completion of the Works is achieved and shall include adequate time provision for coordination with Telstra, Authorities, RDOs, public holidays and all necessary approvals.

3.6.2. Staging

Not used

SECTION 4: GENERAL CONDITIONS OF CONTRACT

The general conditions of this Contract are AS4000-1997 General Conditions of Contract, a copy of which is available via the Standards Australia website: <http://www.standards.org.au>

Annexure Part A to AS4000-1997 is included herein, identifying the contract particulars.

Annexure Part B to AS4000-1997 is included herein, identifying deletions, amendments and additions.

Annexure Part C to AS4000-1997 is included herein, identifying the approved form of unconditional undertaking.

Part A - Annexure to the Australian Standard

General conditions of Contract AS 4000-1997

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

Item		
1	Principal (clause 1)	Bega Valley Shire Council ABN: 26 987 935 332
2	Principal's address	Zingel Place, BEGA, NSW, 2550 (PO Box 492, BEGA, NSW, 2550)
3	Contractor (clause 1)	Symal Infrastructure Pty Ltd ACN: 130 808 276
4	Contractor's address	63 Ridley Street, Charlestown NSW 2290
5	Superintendent (clause 1)	Anthony McMahon Director of Assets and Operations
6	Superintendent's address	Zingel Place, BEGA, NSW, 2550 (PO Box 492, BEGA, NSW, 2550)
7	a) Date for practical completion (clause 1) OR b) Period of time for practical completion	13 months
8	Governing law (page 5, clause 1(h))	New South Wales If nothing stated, that of the jurisdiction where the site is located
9	Currency (page 5, clause 1(g))	Australian Dollar (AUD) If nothing stated, that of the jurisdiction where the site is located
a)	Place for payments (page 5, clause 1(g))	Zingel Place, BEGA, NSW, 2550 If nothing stated, the principal's address
c)	Place of business of bank	If nothing stated, the place nearest to where the site is located
10	Bills of quantities (subclause 2.2)	
a)	Alternative applying (subclause 2.2)	If nothing stated, Alternative 1 applies

b)	If Alternative 2 applies, is the bill of quantities to be priced? (subclause 2.2)	
c)	Lodgement time (subclause 2.3(b))	If nothing stated, 28 days after date of acceptance of tender
11	Quantities in schedule of rates, limits of accuracy (subclause 2.5 (b))	Upper limit: Lower limit:
12	Provisional sum, percentage for profit and attendance (clause 3)	_____ %
13	Contractor's security	
a)	Form (clause 5)	
b)	Amount or maximum percentage of contract sum (clause 5)	If nothing stated, 5% of the contract sum
c)	If retention moneys, percentage of each progress certificate (clause 5 and subclause 37.2)	If nothing stated, 10%, until the limit in Item 13(b)
d)	Time for provision (except for retention of moneys) (clause 5)	If nothing stated, within 28 days after date of acceptance of tender
e)	Additional security for unfixed plant and materials (subclauses 5.4 and 37.3)	
f)	Contractor's security upon certificate of practical completion is reduced by (subclause 5.4)	% of amount held If nothing stated, 50% of amount held
14	Principal's security	
a)	Form (clause 5)	
b)	Amount or maximum percentage of contract sum (clause 5)	If nothing stated, nil
c)	Time for provision (clause 5)	If nothing stated, within 28 days after date of acceptance of tender
d)	Principal's security upon certificate of practical completion is reduced by (subclause 5.4)	% of amount held If nothing stated, 50% of amount held
15	Principal-supplied documents (subclause 8.2)	Document No. of copies If nothing stated, 5 copies

16	Time for Superintendent's direction about documents (subclause 8.3)	____ days If nothing stated, 14 days
17	Subcontract work requiring approval (subclause 9.2)	
18	Novation (subclause 9.4)	Subcontractor: Particular part of WUC: Selected subcontractor: Particular part of WUC:
19	Legislative requirements	
a)	those excepted (subclause 11.1)	
b)	Identified WUC (subclause 11.2(a)(ii))	
20	Insurance of the works (clause 16)	
a)	Alternative applying If alternative 1 applies	If nothing stated, Alternative 1 applies
b)	Provision for demolition and removal of debris	\$ OR ____% of the contract sum
c)	Provision for consultants' fees	\$ OR ____% of the contract sum
d)	Value of materials or things to be supplied by the Principal	
e)	Additional amount or percentage	Insurance liability is reduced in whole to 50% of the total value of the contract (paragraphs (a) through (d) in clause 16)
21	Public liability insurance (clause 17)	
a)	Alternative applying If alternative 1 applies	If nothing stated, Alternative 1 applies
b)	Amount per occurrence shall be not less than	\$20 million If nothing stated, then not less than the contract sum
22	Time for giving possession (subclause 24.1)	Within ____ days of date of acceptance of tender If nothing stated, 14 days

23	Qualifying causes of delay Causes of delay for which EOTs will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)	
24	Liquidated damages, rate (subclause 34.7)	\$1,200 incl GST
25	Bonus for early practical completion (subclause 34.8)	
a)	Rate	
b)	Limit	\$ OR ____% of the contract sum If nothing stated, there is no waiver
26	Delay damages, other compensable causes (page 1, clause 1 and subclause 34.9)	
27	Defects liability period (clause 35)	If nothing stated, 12 months
28	Progress Claims (subclause 37.1)	
a)	Times for progress claims	<u>25th</u> day of each month for WUC done to the <u>end</u> day of that month
	OR	
b)	Stages of WUC for progress claims	
29	Unfixed plant and materials for which payment claims may be made (subclause 37.3)	
30	Interest rate on overdue payments (subclause 37.5)	____% per annum If nothing stated, 18% per annum
31	Time for the Principal to rectify inadequate possession (subclause 39.7)	____ days If nothing stated, 14 days
32	Arbitration (subclause 42.3)	
a)	Person to nominate an arbitrator	If no-one stated, the President of the Institute of Arbitrators & Mediators Australia

b)	Rules for arbitration	<p>If nothing stated:</p> <p>a) Rules 5–18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations; OR</p> <p>b) if one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in Item 32(c)</p>
c)	Appointing Authority under UNCITRAL Arbitration Rules	<p>If no-one stated, the President of the Institute of Arbitrators & Mediators Australia</p>

Part B - Annexure to the Australian Standard

General conditions of Contract AS 4000-1997

Deletions, amendments and additions

1. The following clauses have been deleted from the General Conditions in AS 4000-1997:
2. The following clauses have been amended and differ from the corresponding clauses in AS 4000-1997:
3. The following clauses have been added to those of AS 4000-1997:

Part C - Annexure to the Australian Standard

General conditions of Contract AS 4000-1997

This form may also be used where the Principal is required to provide an unconditional undertaking, by substituting Principal for Contractor and vice versa, wherever occurring.

Approved form of unconditional undertaking

(clause 1 – security)

At the request of **Click to enter Contractor** (the Contractor) and in consideration of **Click to enter Principal** (the Principal) accepting this undertaking in respect of the Contract for

Click to enter Financial institution (the Financial Institution) unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate sum of **Click to enter amount in words (\$Click to enter amount in \$)**

The undertaking is to continue until notification has been received from the Principal that the sum is no longer required by the Principal or until this undertaking is returned to the financial institution or until payment to the Principal by the financial institution of the whole of the sum or such part as the Principal may require.

Should the financial institution be notified in writing, purporting to be signed by **Click to enter representative's name** for and on behalf of the Principal that the Principal desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the financial institution will make the payment or payments to the Principal forthwith without reference to the Contractor and notwithstanding any notice given by the Contractor not to pay the same.

Provided always that the financial institution may at any time without being required so to do pay to the Principal the sum of **Click to enter amount in words (\$Click to enter amount in \$)** less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the financial institution hereunder shall immediately cease.

Dated at **Click to enter place** on **Click here to enter a date**.

SECTION 5: SPECIAL CONDITIONS OF CONTRACT

5.1. GENERAL

5.1.1. BVSC Special Conditions of Contract Introduction

This section in the Contract sets out the requirements of the Principal: Bega Valley Shire Council, which shall be included in the scope of Works and the lump sum price. These requirements also reflect current stakeholder, community and industry expectations with respect to the conduct and outcomes of the Contract and the construction process including aspects of administration, relationships, documentation and the pre and post construction periods.

5.1.2. Definition

Where the term Principal is used this shall mean any or all of the following:

- Council's General Manager
- Council's appointed Project Manager
- Superintendent
- Superintendent's Representative
- Principal's Authorised Person
- Principal's Appointed Representative

5.1.3. Statutory and Regulatory requirements

All Works under the Contract are to be carried out in accordance with the relevant statutory requirements and regulations of the Bega Valley Shire Council, public utilities, NSW government authorities and all other relevant entities, statutory or otherwise, as applicable to the nature of the works.

The Contractor in conjunction with the Principal shall determine those statutory and non-statutory entities to be consulted in carrying out the Contract. The requirements of those entities shall be incorporated in the work and all communication with statutory and non-statutory bodies shall be copied to the Principal.

5.1.4. Long Service Levy

Unless explicitly specified otherwise for this Contract, Long Service Levy is required by the Building and Construction Industry Long Service Payments Act, 1986 and shall be paid by the

Contractor. Evidence shall be furnished to the Principal certifying that this has been paid, prior to commencement of work.

5.1.5. Possession of Site

The contractor shall not be entitled to exclusive possession of the Site. The Principal's personnel, Council staff, or their agents, shall be entitled to access the Site as required, but in accordance with the Contractors WH&S requirements. Depending on the access required this may include the requirement to undertake the Contractors Site induction.

5.2. INDEMNITY AND INSURANCE

5.2.1. Indemnity

The Contractor indemnifies Council from and against all claims, actions, costs, expenses, loss or damage (including the costs of defending or settling any action or claim on a full indemnity basis) including:

- loss or damage to property of Council;
- loss or damage to any property of a third party;
- personal injury or death to any person; and
- any other liability, loss or damage and any claims, actions, suits, demands, expenses or proceedings of whatever nature in respect of breach of contract, breach of any warranties or representations, breach of a statutory duty, professional negligence or other error or omission arising out of or in connection with the Contractor's performance of the Contract.

The Contractor's responsibility to indemnify Council applies to the extent that a wrongful or negligent act or omission of the Contractor causes or contributes to an injury, death, loss or damage to property.

If urgent action is required to avoid death, injury, loss or damage, and the Contractor does not take the necessary action immediately when Council requests it, Council may take the action (without relieving the Contractor of its obligations) and any costs so incurred by Council becomes a debt due and payable from the Contractor to Council on demand and may be set-off or reduced from the Fee or by recourse to any security for performance provided by the Contractor.

5.2.2. Insurance (Type, level and duration of cover)

The Contractor must take out and maintain the insurance policies detailed below (Relevant Insurance Policies) in relation to the Services:

Type of Cover	Level of Cover	Duration of Cover
Public Liability	Sufficient to cover the Contractor's potential liabilities under the Contract, minimum \$20 million for any one occurrence, unlimited as to the number of occurrences during each annual period of insurance.	Term of the Contract.
Workers Compensation	In accordance with statutory requirements.	In accordance with statutory requirements.
<p>If the Contractor is a sole trader or partnership:</p> <p>Either Personal Accident and Illness Insurance or Salary Continuance Insurance for the sole trader or partners.</p>	<p>Personal Accident and Illness Insurance – Death and Disability cover with a sliding scale of not less than 3 times the Contractor's average annual income.</p> <p>Salary Continuance Insurance – be at least 75% of the Contractor's average weekly earnings in the event of injury.</p>	Term of the Contract.
Property Loss or Damage	Sufficient to cover loss or damage to property of Council, the Contractor and third parties if such loss or damage is caused by or contributed to by the Contractor or any of its Personnel.	Term of the Contract.

5.2.3. Mandatory provisions in Insurance Policies

To the extent reasonably and commercially practicable, the Contractor must ensure that the Relevant Insurance Policies provide that (or to the effect that):

- Council is named as an insured to the extent of its rights and interests under this Contract;
- Council is named as loss payee;
- the Relevant Insurance Policies may not be varied or terminated by the insurer for any reason (including the non-payment of premiums) unless Council is given 30 days prior written notice;

- failure by the Contractor to comply with the terms of the Relevant Insurance Policies will not prejudice the rights of any other insured; and
- the insurer waives its right to set-off or counter-claim or make any other deduction or withholding as against Council.

5.2.4. Contractor's general insurance obligations

The Contractor must:

- take out and maintain the Relevant Insurance Policies with a reputable and substantial insurer approved by Council acting reasonably;
- punctually pay all premiums and charges payable in relation to the Relevant Insurance Policies;
- upon request, provide Council with satisfactory evidence of the existence and currency of the Relevant Insurance Policies;
- upon request, provide a copy of the complete originals of the Relevant Insurance Policies to Council or its agent;
- do all things, and provide all documents, evidence and information necessary to enable Council to collect or recover any monies due or to become due in respect of any Relevant Insurance Policy;
- not do, permit or omit anything that gives rise to the cancellation of, or a material change or reduction in, any Relevant Insurance Policy;
- where Council considers that additional insurance may be necessary to cover liabilities that may arise during the performance of the Contract, consult with Council about these matters, including, in particular, about the level of premium payable; and
- where, after consulting with the Contractor, Council requires the Contractor to take out a particular policy of insurance (in addition to the policies of insurance already held by the Contractor), or to increase the level of cover under an existing policy, do all things necessary to obtain that additional policy, or to take out that additional cover, as the case may be, in accordance with Council requirements (including, if required by Council, taking out the policy in the joint names of Council and the Contractor, or having the name of Council noted in the policy as a joint insured) and Council must reimburse the Contractor the extra premiums the parties agree are required to comply with Council request.

5.3. PUBLICITY AND CONFIDENTIALITY

5.3.1. Publicity

The Contractor shall not issue or release in any form any statement, information, drawings, photos, update, press release or document concerning the project for publication or

broadcast in any media, form or distribution via Internet without the explicit prior written approval of Council.

If it is proposed to issue any statement, information, drawings, photos, update, press release or document regarding the project the Contractor shall submit in a timely manner to the Principal in writing the proposed material setting out the purpose, content, timing and media outlet(s), publications and manner of the material proposed to be issued, for approval.

The Contractor shall refer all and any media and public enquiries concerning the project to the Principal. If the Contractor, the Contractor's staff, labour, subcontractors and/or suppliers are approached on site or elsewhere by the media or other public enquirers regarding any aspect of the project no statement shall be made and all enquiries shall be directed to the Principal.

The Principal shall not be responsible for any consequences of the Contractor's failure to comply with the above requirements.

5.3.2. Confidentiality

Council policies with regard to Contract management and the information received under the Contract comply with NSW Local Government Act 1993, NSW Privacy and Personal Information Protection Act 1998 (PIPA) and NSW Government Information (Public Access) Act 2009 (GIPA) and in particular GIPA Section 14 Public Interest Considerations against disclosure.

5.3.3. Access to information (GIPA Act, S121)

To meet the requirements of the NSW Government Information (Public Access) Act 2009 (GIPA Act), the Contractor shall, within seven (7) days of receiving a written request from the Principal, provide the Principal with immediate access to the following information contained in records held by the Contractor:

- information that relates directly to the performance of the services provided to the Principal by the Contractor pursuant to the Contract;
- information collected by the Contractor from members of the public to whom it provides, or offers to provide, the services pursuant to the Contract; and
- information received by the Contractor from the Principal to enable it to provide the services pursuant to the Contract.

For the purposes of this sub-clause, information does not include:

- information that discloses or would tend to disclose the Contractor's financing arrangements, financial modelling, cost structure or profit margin;

- information that the Contractor is prohibited from disclosing to the Principal by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
- information that, if disclosed to the Principal, could reasonably be expected to place the Contractor at a substantial commercial disadvantage in relation to the Principal, whether at present or in the future.

The Contractor shall provide copies of any of the information in this sub-clause, as requested by the Principal, at the Contractor's own expense.

Any failure by the Contractor to comply with any request pursuant to the above sub clauses shall be considered a breach of an essential term and shall allow the Principal to terminate the Contract by providing notice in writing of its intention to do so with the termination to take effect seven (7) days after receipt of the notice. Once the Contractor receives the notice, if it fails to remedy the breach within the seven (7) day period to the satisfaction of the Principal, then the termination shall take effect seven (7) days after receipt of the notice.

5.3.4. Consultation (GIPA Act, S54)

The Principal shall take reasonably practicable steps to consult with the Contractor before providing any person with access to information relating to the Contract, in response to an access application under the Government Information (Public Access) Act 2009 (GIPA Act), if it appears that the information:

- includes personal information about the Contractor or its employees;
- concerns the Contractor's business, commercial, professional or financial interests; or
- concerns research that has been, is being, or is intended to be, carried out by or on behalf of the Contractor; or
- concerns the affairs of a government of the Commonwealth or another State (and the Contractor is that government);
- the Contractor may reasonably be expected to have concerns about the disclosure of the information; and
- those concerns may reasonably be expected to be relevant to the question of whether there is a public interest consideration against disclosure of the information.

If, following consultation between the Principal and the Contractor, the Contractor objects to disclosure of some or all of the information, the Contractor must provide details of any such objection (including the information objected to and the reasons for any such objection) within five (5) days of the conclusion of the consultation process.

In determining whether there is an overriding public interest against disclosure of government information, the Principal shall take into account any objection received by the Contractor.

If the Contractor objects to the disclosure of, some or all, the information but the Principal nonetheless decides to release the information, the Principal shall not provide access until it has given the Contractor notice of the Principal's decision and notice of the Contractor's right to have that decision reviewed.

Where the Principal has given notice to the Contractor in accordance with above sub-clauses, the Principal must not provide access to the information:

- before the period for applying for review of the decision under Part 5 of the GIPA Act has expired; or
- where any review of the decision duly applied for is pending.

The reference in the above sub-clause to the period for applying for review of the decision under Part 5 of the GIPA Act does not include the period that may be available by way of extension of time to apply for review.

5.4. PERFORMANCE EXPECTATIONS

It is the Principal's expectation that the Contractor has planned and priced the Contract, not only to complete the Works to the Contract price, time and specified quality but also, in a manner that ensures qualitative and process outcomes as follows:

5.4.1. Seamless handover

Refer also to Section 5 Clause 5.14.

The project shall be handed over to the Principal in an ordered and trouble free process to the point where the works are available to be occupied, used &/or operating continuously to specification without fault or failure and the Principal is enabled to occupy, use &/or run the facility with no further necessary works, reference or assistance

5.4.2. Relationship

The parties shall conduct the Contract in a co-operative and non-adversarial manner; pro-actively looking for ways to improve communication, cooperation and bring about beneficial outcomes for the parties and stakeholders.

The practical implications of this will

- involve good communication particularly with regard to written correspondence, reports and other formal communications being succinct, to the point and solutions oriented. Reports and other formal correspondence shall be submitted on time and

responses to requests and enquiries provided as promptly as practicable particularly with respect to the subject matter and requirement(s) to meet program and avoid delay, but in any case within the contractually defined time(s) for reply; and

- Require particular care to ensure that formal documentation is consistently correct, complete and accurate (particularly with regard to claims and invoices), submitted on time and clearly presented in approved format (as applicable) to avoid misunderstandings, rework & resubmission.

5.4.3. No variations

Given that:

- the Principal does not change the scope of Works, quality required or duration;
- there are no latent conditions encountered; and
- there are no changes, beyond the control of the parties, to the Contract;

There shall be no variations to the Contract and/or total lump sum price.

5.5. PUBLIC RELATIONS

The Contractor shall ensure that stakeholders, the public, businesses and other organisations that will be affected by the Contractor's activities on the project, are communicated with on a regular basis, and well in advance, to enable community response and accommodation as necessary, avoid disruption as far as practicable and to maintain good relations and reputation(s) of the Contract parties.

5.6. WH&S MANAGEMENT

Council is committed to ensuring the same high standard of workplace health and safety for Contractors as it provides for its employees. Tenderers must be able to demonstrate how they will implement a high level of work health and safety (WH&S) management and will achieve high level of workplace safety.

It is a requirement that the Contractor acknowledges and warrants that it is a 'person conducting a business or undertaking' (PCBU) as defined in Work, Health and Safety Legislation. Specifically the Contractor must:

- comply with the obligations of a PCBU under the Safety Law;
- comply with Council's safety policies, procedures and requirements (Council's Workplace Health and Safety Policy and Procedures are available on Council's website);
- ensure that all its employees and subcontractors engaged in the performance of the Services comply with the provisions of all relevant WHS legislation and Council's safety policies, procedures and requirements; and

- comply with the reasonable directions of Council's Representative regarding compliance with WHS legislation and the Principal's safety policies, procedures and other requirements (e.g BVSC corporate and/or site specific induction instructions).
- Provide copies of relevant documented safe systems of work
- Upon request by Council's Representative, the Contractor must demonstrate that it has carried out, and will continue to carry out, its obligations under the WHS legislation, including providing evidence of measures taken to achieve compliance.

5.6.1. Principal Contractor

In this clause, Principal Contractor has the meaning set out in the Work Health and Safety Regulation 2017 (NSW) (WHS Regulation).The Contractor shall be the Principal Contractor for the purpose of the NSW Work Health and Safety Regulation 2017 and shall have a safety management system establishing a framework of responsibilities and processes for managing WHS (Refer Section 2 Schedule B.7).

The Contractor shall pro-actively direct, manage, initiate and implement all necessary WH&S procedures and activities involving all personnel, sub-contractors and suppliers involved in the performance of the Services to:

- maximise safety;
- eliminate accidents, incidents, near misses;
- minimise risk;
- eliminate hazards; and
- keep appropriate WH&S records. to comply with statutory, regulatory and Contract requirements.

5.6.2. Documented Safe Systems of Work

The Contractor must have, and upon reasonable request provide copies of documented health and safety procedures, processes and any appropriate certification for specific tasks - e.g. scaffolding,. This may include a services/site specific WH&S management plan (in accordance with the WHS Regulation 2017 for the whole of the site and for all activities related to the execution of the Contract), safe work method statements, risk assessments, traffic and pedestrian management plans etc. Specifically if required a WHS management plan shall meet the minimum requirements as outlined in SafeWork NSW Construction work code of practice.

Documented safe systems of work shall be provided to the Principal within fourteen (14) days of the letter of acceptance or before commencement of the Services whichever is earlier.

5.6.3. Notifications

All incidents associated with any contracted works on a BVSC site involving complaints, personal injury, medical treatment, property or environmental damage should be recorded and investigated at a level commensurate to the incident.

All accidents and incidents must be reported to the Council Contract Supervisor by the fastest possible means as soon as they occur as is reasonably practical. The Contractor shall immediately notify SafeWork and the Principal of any serious accident or dangerous occurrence and shall then formally notify SafeWork in accordance with Work Health and Safety Act (Notification of Accidents) Regulation, 2011, using the prescribed form, and immediately supply an additional copy to the Principal. If requested, supply a written report to the Principal in the form directed.

The Contractor shall immediately notify the Principal of any incidents, occurrences, notices or on-the-spot fines issued by SafeWork Authority and provide a copy of such notice and/or fine along with written details of the corrective action taken by the Contractor to rectify the non-conformance and to prevent recurrence.

Where rectification of a non-conformance is required, Council's Representative may instruct the Contractor to suspend all or part of the Services until they can be safely resumed and the Contractor must comply with such an instruction at no cost to Council.

5.7. QUALITY

It is the Council's approach to projects that 'quality shall be built-in, not inspected into the work after the event'.

5.7.1. Responsibility

The Contractor is to plan, establish and maintain a project quality plan specific to this Contract.

Accordingly, the Contractor shall consistently achieve specified quality throughout the project without rework and/or replacement.

The Contractor shall pro-actively direct, manage, initiate and implement necessary quality control measures and activities involving all personnel, subcontractors and suppliers on the project to achieve the specified quality and carry out appropriate quality assurance procedures and keep up to date records to comply with Contract undertakings (Refer Section 2 Schedule B.15) and requirements.

5.7.2. Project Quality Plan

The Contractor shall prepare a project specific project quality plan that outlines the structure of the quality system, explaining the underlying methodologies and policies and summarising major responsibilities of key staff roles for quality assurance purposes. Relevant forms and procedures shall be included in the project site specific quality plan and available for review on site. Other relevant features of the project quality plan shall include, but not be limited to, document and records control, audits, ITP's and reviews.

The project quality plan shall include project specific inspection and test plan(s) (ITP) which identify all inspection and hold points for the works, by Contractor, subcontractor, designer, Principal or other authorities.

Any testing required shall be carried out by an independent authority registered with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.

The plan shall be provided to the Principal within fourteen (14) days of the letter of acceptance or before commencement of Works on the Site whichever is earlier.

5.8. ENVIRONMENTAL MANAGEMENT

5.8.1. Responsibility

It is the Contractor's responsibility to undertake all Works in an environmentally responsible manner. The Contractor is to plan, establish and maintain an environmental management plan specific to this Contract.

The Works shall be carried out and completed without environmental accident or incident. The Contractor shall pro-actively direct, manage, initiate and implement all necessary procedures, measures and activities to prevent any environmental accident or incident and to enhance environmental outcomes (refer also to Section 5 Clause 5.10 Waste Management) and keep up to date records to comply with Contract undertakings (Refer Section 2 Schedule B.16) and statutory & regulatory requirements.

The Contractor shall prepare all documentation for the environmental management of the project including but not necessarily limited to the requirements of the following regulatory authorities and documents:

- Bega Valley Shire Council;
- Transport for NSW;
- NSW Department of Planning, Industry and Environment;
- Forestry Corp NSW
- NSW National Parks

5.8.2. Environmental Management Plan

The Contractor shall prepare an environmental management plan (EMP) to ensure that identified environmental hazards are controlled and appropriate safeguards are implemented throughout the duration of the Works. In preparing the project EMP the Contractor is to ensure the requirements of any REF, EIS, fisheries permits, cultural approvals and the like are incorporated. The Contractor shall prepare and implement a checklist of environmental controls to be reviewed at appropriate intervals (but at least monthly and typically concurrent with project meetings – refer Section 5 Clause 5.9 Project Meetings) to ensure that relevant environmental control systems are operating effectively. Control measures shall be reassessed on an ongoing basis to reflect the nature and location of Works.

The EMP shall generally specify the following:

- Measures to ensure that all EMP requirements are implemented throughout the works;
- Measures to ensure that relevant records and documentation are maintained;
- Training and induction requirements for workers; and
- Monitoring and inspections events/schedule.

The EMP shall address, as a minimum, the following issues:

- Soil and water management;
- Air quality (vapours, dust, odours);
- Noise management;
- Flora/Fauna;
- Waste.

The EMP shall be submitted for approval by the Principal within fourteen (14) days of the letter of acceptance or prior to commencement of Works on the Site whichever is earlier.

5.9. PROGRESS CLAIMS & INVOICING

Terms relating to progress claims and invoicing are set out in Council's Progress Claims and Invoicing Terms document. A copy of this document is attached as Appendix A.

5.10. PROJECT MEETINGS

5.10.1. Purpose

The sole purpose of project meetings is to expedite the project by:

- tabling and clarifying important data re status and progress; and
- highlighting and resolving issues promptly.

5.10.2. Timing, attendance & location

Project Meetings shall be:

- held at regular intervals (weekly/fortnightly/monthly) as required & appropriate to the location, nature, stage and status of the project;
- attended by the authorised persons of both the Contractor and Principal and other relevant stakeholders such as subcontractors, consultants and support staff of the Contractor & Principal as appropriate; and
- held on the Site/at BVSC offices/other location as mutually agreed.

5.10.3. Project meeting record

Unless explicitly agreed between the Principal and Contractor any item as recorded in the approved minutes of the project meeting shall constitute an agreement and instruction to proceed under the terms of the Contract and the record of the meeting(s) be nominated as minutes of meeting.

If this is not the case on the project then the record of the project meeting shall be nominated as notes of project meeting and all and any requests, agreements and/or instructions shall be confirmed formally in writing subsequent to the Project Meeting.

The following template for the recording project meetings is recommended and shall be used as mutually agreed between the parties. This written record shall be taken down by and issued in a timely manner (usually within 3 working days) by the Principal.

If any of the parties/attendees are aware of error in and/or disagree with the record of the project meeting they shall advise the Principal immediately and formally in writing within three (3) days of issue. Any items not agreed or requiring amendment shall be noted in the record of the next project meeting.

5.11. WASTE MANAGEMENT

5.11.1. Contractor Obligations

The Contractor shall be responsible for the handling and disposal of all waste and excess materials on the project and shall formally submit a waste management plan (Refer Section 2 Schedule B.10).

The Contractor shall comply with the NSW Protection of the Environment Operations Act 1997 (POEO) and other NSW legislation as applicable. Under the POEO Act it is an offence to 'without lawful authority, wilfully or negligently dispose of waste in a manner which harms or is likely to harm the environment'. The Contractors waste and recycling procedures shall comply with Bega Valley Shire Council Policy and Objectives **(refer to summary below)**

- **in particular** NSW EPA Construction and Demolition Waste guidelines; Section 143 of the Protection of the Environment Operations Act 1997 **which** requires waste to be transported to a place that can lawfully accept it.
- **in general** apply principles of ecologically sustainable development; all excess and waste materials shall be re-used and/or recycled as far as practicable e.g. all metal shall be recycled and wherever possible excavated material reused as fill on Site.

The Contractor shall keep records of where waste has been disposed.

5.11.2. Submission of a Waste Management Plan

The Contractor shall detail in the schedule of waste management – reusable& recyclable materials (refer Section 2 Schedule B.10) all proposed waste management practices which the are planned for the Contract Works and formally submit the schedule to the Principal for approval.

Materials so designated in the schedule of waste management – reusable& recyclable materials shall be salvaged for reuse or recycled.

5.11.3. On Site Waste Management

The Site shall be maintained in a clean and tidy condition at all times.

- The Contractor shall maintain an efficient system for collection and removal of rubbish & waste as it accumulates;
- Excess materials shall be stored appropriately; under cover if necessary and removed from Site as soon as practicable;
- General waste and recycling bins shall be provided by the Contractor during any works for the use of personnel and sub-contractors;
- Waste & recycling areas shall be kept neat and tidy and bins shall be clearly marked in order to avoid contamination of materials; and
- The Site shall not be used as a transfer station, storage yard or dump for waste, rubbish, excess materials or fill from other construction sites or other locations.

Waste materials designated in schedule B.10 schedule of waste management – reusable & recyclable materials shall be salvaged for reuse or recycled.

5.11.4. Bega Valley Shire Council Policy and Objectives

In summary, Bega Valley Shire Council aims to reduce waste to landfill and follow the hierarchy of avoid, reuse, recycle and dispose.

Council policy is that construction projects shall generate the least amount of waste possible and that processes shall be employed to minimise waste and maximise recycling and re-use.

For construction:

- Things to be considered include damage due to mishandling, improper storage, contamination, inadequate protection or other factors as well as minimising over packaging and over ordering;
- Of waste that is generated, disposal to landfill shall be minimised. This means maximising reuse and recycling of job waste;
- Materials required for the proposed construction works shall not include currently restricted resources. Materials such as metals and fuels are considered non-renewable and should be employed conservatively;
- Reusing on Site excavation as fill.

For demolition/deconstruction:

- Things to be considered include reduction of dust generation, avoiding techniques that render recyclable materials un-useable but adopting techniques that will maximise the quantities of recyclable materials recovered e.g. separation of different materials; and
- Reusable & recyclable materials shall be salvaged for reuse or recycled. This means careful removal of elements, parts and materials for reuse or recycling.

Salvageable items:

- The following are examples of items that can be salvaged by way of reuse or taken to council waste facilities for reuse:
 - All metals;
 - Vegetation;
 - Untreated timber (all treated timber will incur a disposal charge);
 - Clean bricks or tiles;
 - Doors, windows and frames;
 - Waste to be disposed of at BVSC waste recycling facilities shall be delivered during working hours and arrive clean and sorted; and
 - The Principal may request that receipts for the disposal of waste be produced to provide evidence of disposal particular if items are taken to a salvage yard or similar.

5.12. DESIGN

As set out in above section 3 clause 3.1.4 Contract Documents, where an activity is usual or necessary or is reasonably or properly to be inferred, it is included in the scope of Works.

Accordingly, inherent in the Contract are design tasks and activities by the Contractor necessary to carry out and complete the Works including such things as survey calculations,

setout drawings, shop drawings, incorporation and coordination of vendor information, calculation and coordination of detailed dimensions not explicitly enumerated in the documents, determination and interpretation of information from the Contract drawings, technical specifications and other sources and to meet compliance, statutory and regulatory requirements including such sources as Australian and/or other relevant Standards and BCA.

5.13. WORKS AS EXECUTED DRAWINGS

The Contractor shall keep an up to date record of the following as work proceeds, including:

- as found locations of existing elements and services including particularly in ground hydraulic services and electrical cables, plant and equipment;
- all and any amendments, adjustments and variations to the design made on Site; and
- record of all and any amendments, adjustments and variations to the technical specification.

As Built drawings (also referred to as Works As Executed - WAE, WAX) shall be submitted to the Principal in pdf and editable dxf file format (up to date version) with all and any amendments, adjustments and variations to the design drawings consolidated on one layer of the drawing and appropriately highlighted and annotated.

The Contractor shall ensure all amendments, adjustments and variations to the design and specification and "as found" locations of existing elements and services are included on the As Built drawings and in the written record submitted.

All As Built items as located on the drawings shall be accurately positioned to at least a tolerance of plus/minus 50mm and for major elements as appropriate located to MGA zone 55 coordinates

As Built drawings shall be submitted prior to the issue of Certificate of Practical Completion.

The Contractor shall ensure all amendments, adjustments and variations to the design and specification and "as found" locations of existing elements and services are included on the As Built drawings and in the written record submitted.

As Built drawings shall be prepared in electronic format by a competent and appropriately qualified person.

It is recommended that the Contractor confirm & clarify, prior to preparation and submission, the specific details of the up to date version of dxf, file size, layer protocol and any other requirements to ensure that the dxf file of the As Built drawings is accessible and readable by the Principal.

Failure to comply with the above shall mean that rework and reissue of As Built documentation shall be at the Contractor's account.

5.14. OPERATIONS AND MAINTENANCE MANUAL(S)

Not Used

5.15. TESTING, COMMISSIONING AND PROOF OF PERFORMANCE TESTING

Not Used

5.16. WARRANTIES AND GUARANTEES

Warranties and guarantees provided by the Contractor including those from third parties such as subcontractors and suppliers are assurances from the Contractor to the Principal with respect to the workmanship, materials, design and performance of the Works under the Contract.

The Contractor shall ensure that all warranties and guarantees are provided in written form and are to name Council as beneficiary.

Provision of warranties and/or guarantees shall not affect, mitigate, reduce or alter the responsibilities of the Contractor under the Contract.

The time period for all guarantees and warranties shall commence from the date of Practical Completion.

Where guarantees are called for, the Contractor shall obtain a written guarantee from the entity supplying materials or doing the work, and deliver the guarantee(s) in written form to the Principal before Practical Completion of the Works.

Guarantees shall state that workmanship, materials and installation are guaranteed for the period specified from the date of Practical Completion and that any defects that may arise during that period shall be made good by the Contractor (via the subcontractor or supplier as applicable), upon written notice from the Principal to do so.

SECTION 6: TECHNICAL SPECIFICATION

6.1. PRELIMINARIES

6.1.1. Standards

Unless otherwise specified in the Contract, materials and workmanship shall be in accordance with the relevant standard of the Standards Association of Australia and with the Building Code of Australia.

6.1.2. Measurement of Work

Unless otherwise specified, all measurement of work for the purpose of the contract shall be in accordance with the edition last published prior to the closing date of tenders of the Australian Standard Method of Measurement of Building Works, as authorised by agreement between the Master Builders Association of Australia and the Australian Institute of Quantity Surveyors, including amendments thereto.

6.1.3. Site Office

The Contractor shall provide and locate, and if necessary during progress of work relocate, in approved position, service and maintain in good order and clean condition, a weatherproof lockable site office within the Works area for the duration of the Contract Works period.

6.1.4. Site Amenities

The Contractor shall provide appropriate site amenities for the workforce including but not limited to ablutions, toilets and lunch room in accordance with applicable legislation.

6.1.5. First Aid Facilities

The Contractor shall be fully responsible for ensuring adequate first aid services to their staff and employees and any sub-contractor staff and employees, to the Principal and in accordance with applicable legislation.

The Contractor shall provide equipment and maintain adequate first aid treatment facilities on the Site and shall have an experienced first aid person available at all times when Works are in progress.

6.1.6. Hours of Work

Further, to the general conditions of contract, under normal circumstances the Contractor would carry out the works under the Contract, between the hours of 7.00 am and 6.00 pm, Monday to Friday, 8.30am to 1.00pm Saturdays. No work is to be conducted on Sundays or Public Holidays or in a manner so as to cause a nuisance (by the generation of unreasonable noise or other activity) to the owners and/or residents of adjoining and adjacent properties. In this regard, the contractor shall include in their Tender Schedule, any proposed abnormal working hours.

Variations to these hours or days may be approved by the consent authority on a case by case basis.

If the contractor wishes to work hours other than those specified, prior approval of Council is required. Should this approval be granted, the contractor shall then reimburse the Principal for any wages paid to supervisory staff, who are requested to attend the Site, whether by the Principal or the contractors, unless otherwise approved by the Principal.

6.1.7. Traffic Management

The Contractor is responsible for all traffic management associated with the works.

Towamba and Burragate Road have an Average Daily Traffic of 120-150 vehicles/day, with 15-20% being Class 3 vehicles or higher. Both roads are utilized by school and community buses. Forestry Corporation NSW have advised that they have no planned logging operations during the period of construction.

Sections 2 and 3 must remain open to traffic throughout the Works. Alternating traffic flow arrangements, and delays of no longer than **15 minutes**, are permitted. Longer delays or road closures for specific activities will be permitted, by exception, only with prior approval from the Superintendent.

Section 1 may be closed for Works during school holidays only. During the school term the road may be closed from **9.00am to 3.00pm Monday to Friday only**. Outside these times the road must remain open to traffic, as per the same requirements for Sections 2 and 3 above.

6.1.8. Adjoining Owners

The Contractor is to obtain the permission of adjoining owners before making any trespass onto their property and is to exercise every caution when performing work which may affect them directly or indirectly.

6.1.9. Storage

Areas for working space and storage of materials are to be identified by the contractor and approved by the Principal prior to work commencing. Driveways and vehicle turning spaces must be kept clear for access at all times.

All materials subject to damage by moisture or exposure are to be kept in a dry covered place, and as specifically required by the specification.

6.1.10. Protection

The Contractor is to protect the Works, including existing buildings, paving, equipment and materials, to avoid damage and deterioration. The Contractor is to keep the Works clean and tidy as it proceeds. The Contractor is also to regularly remove from the Site, rubbish and surplus material arising from the execution of the Works including Works performed during the Defects Liability Period. On completion, the project is to be cleaned throughout. Any damage which may occur as a result of the work shall be made good by the Contractor at no expense to the Principal.

6.1.11. Survey Marks

Preserve and maintain in their true positions any survey marks provided, including survey peg, benchmark, reference mark, signal alignment, level mark, or any other mark used or intended to be used for the purpose of setting out, checking or measuring the Works under the Contract.

Should any survey mark be disturbed or destroyed, particularly if a State Survey mark (SSM), notify the Principal immediately; rectify and replace using a registered surveyor. The Contractor shall provide written confirmation that a registered surveyor has carried out the replacement and appropriate government authorities have been advised.

6.1.12. Fire Prevention

The Contractor shall provide and maintain adequate fire equipment and take all necessary measures to the satisfaction of the Principal to prevent fire during the performance of the Works and shall take action to prevent damage to or destruction by fire of the Works, equipment, property and flora in the surrounding site.

The Contractor is to comply with NSW Rural Fire Service restrictions on work activities as specified for fire danger ratings and total fire bans. In such periods of significant fire danger, as notified by NSW Rural Fire Service, it may be necessary for the contractor to suspend works on site using mechanical plant or to evacuate staff. Delays to the works due to such directions from NSW RFS will be accepted as cause for Extensions of Time, but not for claims for additional cost."

6.1.13. Noise Control

The limits of AS2436-2010 or local authorities in the noise level generated by plant and equipment are not to be exceeded.

6.1.14. Materials and Workmanship

Materials unless otherwise specified shall be new and of the quality specified in the Contract.

Proprietary materials and products shall be used strictly in accordance with the manufacturers' instructions and shall be delivered to the Site in original unbroken containers. Evidence of material quality is to be supplied if required and all associated specifications and codes shall be obtained and kept for reference as required.

6.1.15. Supply of Power

The contractor shall make arrangements with the appropriate/applicable services suppliers before construction commences, for the supply and payment for power needed to carry out and complete the Works.

6.1.16. Supply of Water

The contractor must obtain all licences and approvals for sourcing water from local sources and pay any fees or costs. The Superintendent or Superintendent's Representative may require the contractor to demonstrate that relevant licences and approvals have been obtained.

6.1.17. Disposal of Surplus Materials

The Works will generate surplus materials that will need to be disposed of in an appropriate and environmentally responsible manner. The following guidance is provided to Contractors:

- **Clearing.** Bushes and small trees should be chipped and reused for remediation of disturbed areas in the first instance. Remaining chipped material can be dispersed within the road reserve or used by the contractor for their own purposes or profit. Piling and burning off is not permitted.
- **Tree removal.** The heads and smaller branches of trees should be chipped and disposed of as per Clearing. Tree trunks are not to be left within the road reserve or piled and burnt off. Tree trunks can be disposed of at a Council waste facility (fees apply) or may be used by the contractor for their own purposes or profit. Root balls on batters / embankments should remain to retain bank stability, but trunks should be cut off flush with the natural ground surface.

- **Stripping.** Stripped topsoil and vegetation material should be reused for remediation of disturbed areas in the first instance. Remaining material should be dispersed within the road reserve. Removal from site, by the contractor for their own purposes or profit is not permitted due to environmental legislation for weed management. Transportation is permitted to authorised landfill sites.
- **Fill.** The design drawings indicate locations suitable for the disposal of fill within the road reserve. Disposal is to consist of widening and elevating the areas adjacent to the road, and an even transition it in with the surrounding natural surface, with due consideration for soil and water management. Two additional locations are identified for stockpiling of suitable material, subject to the Superintendent's approval, for future Council use for re-sheeting unsealed roads in the vicinity. Schedule of Rates items are also included for the haulage of surplus material to Council sites in South Pambula and Merimbula.

6.1.18. Condemned Materials

In the event of some materials being condemned, they should be removed from the premises and all condemned work shall be at once reinstated in an approved manner by the contractor at their own expense.

6.1.19. Site Meetings

Refer Section 5: Special Conditions of Contract.

6.1.20. Protective Clothing Visitors

Provide safety helmets and PPE for the temporary use of visitors whose presence on the Site is authorised, permitted or necessary under the provisions of the Contract.

6.1.21. Signboard

For works over A\$150,000.00 the Contractor shall provide a signboard approximately 2400 x 1500mm, incorporating the project name and names and addresses of the Principal, and the project team. Obtain approval for any sub-contractors signboards.

Erect the signboard at or near ground level, on the Site, where directed. Maintain in good condition until Practical Completion, then dismantle and remove.

6.1.22. Induction

The Contractor shall provide site Inductions to all workers, staff and visitors to the Site. Prior to the commencement of Works under this Contract, all Contractors and/or sub-contractors who work on Site are required to register with Council's compliance system via <https://www.bngconserve.com.au/>.

6.1.23. Temporary Works

During construction the Contractor may be required to provide suitable corduroy or plank roadways and pavement crossings on the Site to maintain constant access to the construction area. On completion of the Works, the Contractor is to make good at their own cost damage to all roads, footpaths, pavements, pavement crossings and kerbs, to the satisfaction of the Superintendent.

The Contractor is to make temporary connections to services as necessary and pay all charges.

6.1.24. Existing Services

The Contractor shall carry out Dial-Before-You-Dig (DBYD) prior to any excavation and shall locate and attend to existing services (such as drains, watercourses, public utility and other services) as follows:

- If the service is to be continued, repair, divert or relocate as required;
- If the service crosses the line of a required trench, or shall lose support when the trench is excavated, provide permanent support for the existing service; and
- If the service is to be abandoned - cut and seal or disconnect, and make safe.

Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor is to bear all costs and delays for repairing the service.

6.1.25. Damage to Services

Roadways, footpaths, drains, watercourses and other existing services in use on or adjacent to the Site are not to be obstructed or damaged. The Contractor is to determine the location of such services from the appropriate authority, from the Contract or from the Site. Any obstruction or damage to such services is to be rectified immediately by the Contractor, and temporary services provided whilst repairs are carried out.

6.1.26. Damage to Property

The Contractor is not to interfere with or damage property which is to remain on or adjacent to the Site, including adjoining property encroaching onto the Site, and trees. Any interference or damage to such property is to be rectified immediately.

6.1.27. Contractor's Site Area

The limits of the Works area and access thereto shall be clearly defined and subject to the Principal's approval. Prior to taking possession of the Site, submit proposals for access onto and use of the Site required for the execution of the Works.

6.1.28. Proprietary Items

In general, any item identified by proprietary or 'brand name' in the documents is specified on an '*or approved equivalent*' (OAE) basis; that is nominated as indicative of the type and quality required and NOT an indication of preference for a particular brand or supplier by the Principal. The Contractor shall supply the above so named item(s) to meet the applicable Australian Standards and the equivalent technical, performance, functional and 'fit for purpose' requirements.

6.2. STANDARD & COUNCIL SPECIFICATIONS

The follow NATSPEC specifications apply to the Works:

- 0022 Control of erosion and sedimentation (Design)
- 0136 General requirements (Construction)
- 0152 Schedule of rates (Construction)
- 0161 Quality Management (Construction)
- 0173 Environmental Management
- 0257 Landscape - road reserve and street trees
- 0319 Auxiliary concrete works
- 1101 Traffic Management
- 1102 Control of Erosion and Sedimentation (Construction)
- 1111 Clearing and grubbing
- 1112 Earthworks (Road reserve)
- 1113 Stabilisation
- 1121 Open drains
- 1141 Flexible pavement base and subbase
- 1141r Flexible pavement base and subbase
- 1143 Sprayed bituminous surfacing
- 1171 Subsurface drainage
- 1172 Subsoil and formation drains
- 1191 Pavement Markings
- 1192 Signposting
- 1193 Guidepost
- 1194 Non-Rigid Road Safety Barrier Systems
- 1351 Stormwater drainage (Construction)
- 1352 Pipe drainage
- 1353 Precast box culverts
- 1354 Drainage structures

6.3. REFERENCE DOCUMENTS

- GHD Review of Environmental Factors (Draft) dated 14 September 2020 (tender)
- GHD Geotechnical Report dated May 2020 (post tender negotiation)
- GHD Pavement Design Memorandum dated 17 June 20 (post tender negotiation)
- Lantern Heritage Aboriginal Due Diligence Assessment (Draft) dated Oct 20 (post tender negotiation issue)

SECTION 7: DRAWINGS

7.1. CONTRACT DRAWINGS

Drawing no.	Drawing Title	Rev no.	date
12515029	12515029-01-T007 Drawing Transmittal Section 1	Post Tender	20201109
12515029	12515029-02-T005 Drawing Transmittal Section 2	Post Tender	20201109
12515029	12515029-03-T005 Drawing Transmittal Section 3	Post Tender	20201109

7.2. REFERENCE DRAWINGS

Drawing no.	Drawing Title	Rev no.	date
	Drawing Control.xls	1	19/11/20
	12515029-DESN-S1A 20201106.12daz	2	09/11/20
	12515029-DESN-S1B 20201106.12daz	2	09/11/20
	12515029-DESN-S2A 20201106.12daz	2	09/11/20
	12515029-DESN-S2B 20201106.12daz	2	09/11/20
	12515029-DESN-S3A 20201107.12daz	2	09/11/20
	12515029-DESN-S3B 20201107.12daz	2	09/11/20

APPENDIX A: PROGRESS CLAIMS AND INVOICING TERMS

PROGRESS CLAIMS & INVOICING

Purpose

Progress claim and invoice documentation prepared and submitted by the Contractor shall comply with the requirements and conditions as set down in this section progress claims and invoicing.

The following progress claims and invoice procedures shall be followed to enable, without rework and/or dispute:

- the Contractor to prepare and submit the correct and complete documentation for progress claims and invoices;
- the Principal to receive and process progress claims and invoices;
- all parties to meet Contract and statutory requirements; and
- processing of claims according to the Contract.

Recognition & Acceptance

The Contractor shall be responsible for the correct and timely preparation and submission of all claims and invoices under the Contract. Any failure by the Contractor to comply with the conditions, requirements and timing as set down in the Contract and in particular this section progress claims & invoicing shall not be grounds for any claim against, or subsequent action to rectify the consequences thereof, the Principal.

If the documentation submitted by the Contractor as a claim or invoice does not fully comply with the following procedures it shall not be recognised under the Contract by the Principal as a progress claim or tax invoice and shall not be processed. Any subsequent matter, dispute, claim or issue arising out of the Contractor's failure to follow and comply with the progress claims and invoicing conditions shall not be considered by Bega Valley Shire Council.

Purchase Order

All Invoices must have a current Bega Valley Shire Council purchase order number clearly displayed to be processed.

The Contractor shall formally request issue of purchase order no. on receipt of letter of acceptance.

The Principal shall formally issue a Bega Valley Shire Council purchase order number to the Contractor after the letter of acceptance.

GST

To avoid confusion, mistakes and misunderstandings ALL \$ amounts in progress claims, certificates and invoices shall include GST.

Process

Pre Submission

It is recommended that the Contractor shall, in a timely manner:

- Submit a draft progress claim if and as agreed with the Principal;

OR

- Negotiate directly with the Principal;

To agree on the inclusions, progress and quantum of the claim prior to the formal submission of a progress claim to avoid misunderstanding or dispute, unnecessary resubmission and to expedite the subsequent processing.

Submission

The progress claim shall be formally submitted to the Principal at the address as specified/set down in Item 2 Annexure Part A to AS4000-1997 found in Section 4 and shall be explicitly addressed by name and title to the Principal's appointed representative. The Principal shall not be responsible for any consequences of progress claims not addressed to the Principal's appointed representative and/or submitted to the wrong address.

Claim Assessment

Given the correct submission of the progress claim and receipt at the specified address the Principal shall formally assess the claim and issue a Progress Certificate, within the time specified in the Contract, to the Contractor at the address as set down in Item 4 Annexure Part A to AS4000-1997 found in Section 4.

Tax Invoice

On receipt of the Progress Certificate from Principal the Contractor shall prepare and formally submit a tax invoice for the Progress Certificate amount.

Invoice Submission

To expedite the process, invoices shall:

- Be explicitly addressed and formally submitted by being sent direct to Council's accounts payable email address: creditors@begavalley.nsw.gov.au with a copy simultaneously sent to the Principal's appointed representative; and

- contain the following mandatory items:
 - Be addressed to the Bega Valley Shire Council;
 - Reference the purchase order number as raised by the Principal in accordance with clause 5.8.3 above;
 - Name of the individual (i.e. Council employee) acting as the Principal's authorised representative;
 - Contractor's registered business name and ABN;
 - A unique invoice number and invoice date;
 - Short description of the works carried out for the Principal
 - Date(s) works undertaken (as a minimum reference to the certified progress claim number and calendar month during which the certified works were carried out);
 - The invoice amount with the words "tax invoice" where the Contractor is registered for GST; and
 - The words "total price includes GST" in keeping with clause 5.8.4 above.

Claim Payment

On receipt of the Invoice from the Contractor the Council's accounts payable section shall formally notify and forward invoice to the Principal's appointed representative for formal approval. Payment shall be made for the approved invoiced amount by direct transfer into the account nominated by the Contractor.

Do NOT Submit Combined Progress Claim and Invoice

The Contractor shall NOT submit an invoice simultaneously with the progress claim unless specifically instructed to do so by the Principal.

Format

Progress Claim Contents

Progress claims shall have the following clearly displayed (see also Section 5 Clause 5.8.5.5 above):

- Contract name;
- Contract no. (typically RFT no./year);
- Contractor Name (as per Item 3 Annexure Part A to AS4000-1997 found in Section 4);
- Period covered by progress claim (typically the previous calendar month);
- Progress claim No.;
- Date of issue; and
- Progress claim summary.

Progress claims shall also have the following included/or appended:

- Progress claim breakdown; and
- Summary of previous payments.

Progress Claim Summary

The progress claim summary shall set down as follows:

- Original contract value (OCV);
- Approved adjustments/variations to date;
- Adjusted contract value (ACV);
- Value of Works completed to date;
- Less previous payments; and
- This progress claim.

Progress Claim Breakdown

The progress claim breakdown shall be as per Item List in Schedule B.1 Breakdown of lump sum with the following data against each item in column format.

- Columns shall be from left to right;
- Contract amount;
- Completed work % complete;
- Completed value \$ amount;
- Previously certified approved % complete;
- Previously certified approved \$ amount;
- This claim % complete; and
- This claim \$ amount.

All columns shall be summarised/totalled at bottom of item list.

Template example as follows:

Contractor Name

Contract Name

Progress Claim Breakdown

Contract no.>		no.	Progress Claim no. >		no.	date>		month/year
item no.	ITEM DESCRIPTION	OCV \$ AMOUNT	Completed work % complete	Completed Value \$ amount	Previously Certified approved % complete	Previously Certified approved \$ amount	this claim % COMPLETE	This Claim \$ amount
	CONTRACT SCHEDULE B.1- LUMP SUM PRICE BREAKDOWN							
1	Item 1	OCV item \$ amount	%		%		%	
2	Item 2	OCV item \$ amount	%		%		%	
3	Item 3	OCV item \$ amount	%		%		%	
4	Item 4	OCV item \$ amount	%		%		%	
5	Item 5	OCV item \$ amount	%		%		%	
6	Item 6	OCV item \$ amount	%		%		%	
	etc	OCV item \$ amount	%		%		%	
	Sub Total Lump Sum Price (incl GST and Provisional Items)	OCV \$	%		%		%	
<i>vari no.</i>	Approved VARIATIONS							
1	<i>vari item 1</i>	<i>approved Vari \$ amount</i>	%		%		%	
2	<i>vari item 2</i>	<i>approved Vari \$ amount</i>	%		%		%	
4	<i>etc</i>	<i>approved Vari \$ amount</i>	%		%		%	
	Sub Total Approved VARIATIONS		%		%		%	
	Total (incl GST, Provisional Items & Variations)	ACV \$						

Summary of Previous Payments

List of previous payments with claim number, claim month, date of claim (or date of payment) & \$ amount with payments to date totalled at the bottom

Template example as follows:

Contractor Name				
Contract Name				
Previous Payments				
Contract no.>		no.	date >	DD/MM/YEAR
#	Claim no.	Claim month	Date of Claim (or date of payment)	Payment \$ amount
1	Progress Claim no 1			
2	Progress Claim no 1			
3	Progress Claim no 1			
4	Progress Claim no 1			
	etc			
Total Payments to date				

Progress Claim Inclusions

Contractors shall not in any circumstances include unapproved adjustments and/or variations in the progress claim.

The Principal shall not include in the assessed progress claim and/or approved certificate:

- Works that do not comply with the Contract scope or specification; and/or
- Unapproved adjustments &/or variations.

Progress Certificate

The Principal shall issue the Progress Certificate in format reflecting the submitted claim.

Template example as follows:



PROGRESS CERTIFICATE

issue/Rev no.

PROGRESS PAYMENT N^o

no.

DATE

month/year

Contract no.

no./year

contract no. | Contract Name/Title

#	Description	\$ Total	Complete	\$ Claim Amount
	Contract Works	OCV	% complete	\$ amount total to date
	Variations (on account)	total approved \$	% complete	\$ amount total to date
	Total Works	\$ amount total to date	% complete	\$ amount total to date
	LESS Retention (NIL	Bank Guarantees Provided		0
	LESS Progress Claim N ^o 1			\$ approved amount
	LESS Progress Claim N ^o 2			\$ approved amount
	LESS Progress Claim N ^o 3			\$ approved amount
	etc			
			Sub Total	0
			<u>GST</u>	<u>INCLUDED</u>
	PROGRESS PAYM no.	including GST		approved \$ amount this Claim

Contractor

In the State of New South Wales, the Contractor, hereby certifies

1. That I am the Contractor for the work or service to which this voucher relates.
2. That all wages due to workmen employed by me in connection with the said Contract have been duly paid, and there are no
3. That all claims in connection with the said Contract have been settled and that Insurance has been effected as required by

The details of this Certificate are certified to be correct.

Dated at Bega this date of assessment

Certified Correct

Certified for Payment

(Director-BVSC TUG)

Timing

Progress Claim Interval

Progress claims shall be on a calendar month basis, unless specifically agreed otherwise in writing by Principal.

The Contractor shall submit the progress claim on, or the earliest convenient working day thereafter, the last working day of the calendar month.

Progress Claim Inclusions

The monthly progress claim shall include for all approved Works completed up to and including the last working day of the calendar month.

It is accepted and assumed by the parties that an estimate of the Works completed in the last few working days of the calendar month shall have to be agreed between Contractor and Principal for the Contractor to prepare the progress claim in a timely manner.

Assessment

The Principal shall assess the progress claim according to the Contract and formally issue a Progress Certificate in a timely manner to meet Contract and statutory requirements.

APPENDIX B: ADDENDUM(S)



PO Box 492, Bega NSW 2550

P. (02) 6499 2222

F. (02) 6499 2200

E. council@begavalley.nsw.gov.au

W. begavalley.nsw.gov.au

ABN. 26 987 935 332

DX. 4904 Bega

Addendum

V1.0

Council's Tender No.	2021-42
Council's Tender Title	Towamba – Burragate Road Upgrade
Addendum No.	1
Date	21 September 2020

The following addendum now applies and forms part of the invitation documents and any Contract which might result from this invitation. The original documentation is amended as follows:

Part of the RFT documentation changed	Details of original document reference, and changes
<ol style="list-style-type: none">1. Bill of Quantities (BOQ)2. Schedule B13. Schedule B24. Updated Drawings5. 12D CAD Files	<ol style="list-style-type: none">1. BOQ doc replaced<ol style="list-style-type: none">a. Updated to reflect correct item terms2. Schedule B1<ol style="list-style-type: none">a. Updated to reflect change to BOQ3. Schedule B2<ol style="list-style-type: none">a. Updated to reflect change to BOQ4. Drawings docs replaces<ol style="list-style-type: none">a. Reissued in full with corrections5. 12D CAD Files – First issue to tenderers



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DX. 4904 Bega

Addendum

V1.0

Council's Tender No.	2021-42
Council's Tender Title	Towamba – Burragate Road Upgrade
Addendum No.	2
Date	24 September 2020

The following addendum now applies and forms part of the invitation documents and any Contract which might result from this invitation. The original documentation is amended as follows:

Part of the RFT documentation changed	Details of original document reference, and changes
<ol style="list-style-type: none">1. Tender Briefing Minutes – 202029232. Towamba and Burragate Road – Tender Briefing Final3. Towamba Burragate Road Update – Clearing Plans.zip	<ol style="list-style-type: none">1. Electronic Issue post Pre-Tender Meeting2. Electronic Issue Post Pre-Tender Meeting3. Clearing Plans Initial Issue to Tenderers



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ABN 26 987 935 332

DX 4904 Bega

Addendum

V1.0

Council's Tender No.	2021-42
Council's Tender Title	Towamba – Burragate Road Upgrade
Addendum No.	3
Date	28 September 2020

The following addendum now applies and forms part of the invitation documents and any Contract which might result from this invitation. The original documentation is amended as follows:

Part of the RFT documentation changed	Details of original document reference, and changes
<ol style="list-style-type: none">Contradictory Information in Design Drawings VS BOQBill of Quantities clarificationAdditional Information Original IssueAdditional Information relevant to "Addendum 2"; & "Section 6. Technical Specification 6.1.17 Disposal of Surplus Materials"	<ol style="list-style-type: none">Lime stabilisation clarification:<ol style="list-style-type: none">The design drawing typical sections for Sections 2 & 3 specify 2.5% hydrated lime.The bill of quantities refers to 3% hydrated lime.The requirement is 2.5% hydrated lime.Bill of Quantities clarification:<ol style="list-style-type: none">Pavement Construction / Stabilisation, Supply & Spray Binder - Section 1a & 1b: delete "m3" unit, insert "m2" unit.Bushfire Slope Stabilisation Works<ol style="list-style-type: none">BVSC has awarded the contract for the bushfire slope stabilisation works to John Michelin & Son of Eden.The Construction program is 5 Oct 2020 to 23 Mar 2021.The location of these various works are as per the attached – GHD chainages correspond to chainages on GHD Drawing Set for road upgrade works.

	<p>d. Refer Attachment "Towamba Road GHD chainages for slope stabn works.pdf"</p> <p>4. Bushfire Tree Clearance Works</p> <p>a. BVSC has been undertaking tree clearance works along the bushfire affected areas of the Towamba Road, including within the unsealed sections of the Towamba Road (Section 1) to be upgraded under this tender.</p> <p>b. The scope of works is to remove all high risk fire damaged trees within the road reserve.</p> <p>c. These works will be completed on 30 Sep 2020.</p> <p>d. While these works will significantly reduce the amount of clearance works within Section 1 required under this tender, clearance works will still be required for any remaining trees and stumps within the specified clear zones. The clearance plan drawings and notes provided as part of Addendum 2 refer. The RFT Document Section 6. Technical Specification 6.1.17 Disposal of Surplus Materials also refers – specifically in relation to tree stumps.</p>
--	---

APPENDIX C:

CORRESPONDENCE



Letter of offer

12 November 2020

Bega Valley Shire Council

Attention: David Buckley

Project: Towamba & Burragate Road Upgrade

Symal Infrastructure is pleased to submit our offer for the above-mentioned project.

Nine Million, Fifty-One Thousand, One Hundred and Thirty-Six Dollars (\$9,051,136.00) – Including GST

Clarifications and exclusions:

1. Symal Infrastructure have assumed that the onsite material will be suitable for use as select fill.
2. Symal Infrastructure's price allows for stabilisation of Section 2 and Section 3 with 2.5% hydrated lime and assumes the in-situ material is suitable in its current state.
3. Symal Infrastructure have allowed for pre-ripping in lieu of pre-pulverisation for stabilised areas.
4. Symal Infrastructure have received and reviewed the geotechnical report provided. It is noted that some design recommendations and specification requirements differ from other documents. Wherever this is the case we have assumed design drawings and specification take precedence.
5. Symal Infrastructure have removed the sections of works affected by the Cultural Heritage Exclusion Zones as detailed in the R1 drawings from the lump sum component of the price. Noting provisional sums have been provided should these be released and are able to be constructed concurrently with adjacent works. Should these areas be required to be returned to after adjacent works are complete a revised price will need to be agreed with Council.
6. Symal Infrastructure notes the following in relation to the amended AS4000 proposed contract:
 - We would like the ability to claim extension of times for delays relating to COVID-19 pandemic, delays caused by authorities, changes in legislative requirements, variations, and latent conditions.
 - We would like an overall cap on our liability under the contract of 50% of the Contract Sum.
7. Symal Infrastructure have undertaken our own assessment of the quantities based on drawings and models provided. It is noted that there were several discrepancies between these and the BOQ provided.
8. This quotation is valid for 60 days from the date of submission.

If you have any further queries relating to this quotation, please call to discuss. We trust that this meets with your approval and we would welcome the opportunity to discuss the project further.

Yours sincerely,

Andrew Fairbairn
Director
Symal Infrastructure Pty Ltd

Cook, Timothy

From: Matthew Willis <matthew.willis@symal.com.au>
Sent: Thursday, 12 November 2020 8:07 AM
To: buckley.pcs@bigpond.com
Cc: Cook, Timothy; Buckley, David; 'John Wearne'
Subject: RE: Towamba Road - Signage and guideposts with heritage
Attachments: 4. bvsc_rft_2021-42-civil_const_as4000_towamba-burragate_road_upgrade_REV 3.docx; 2.0 Symal Infrastructure - Letter of Offer Bega Valley Roads_Rev3.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi David,

Apologies on the delay in getting back to you. Please find attached updated pricing omitting the heritage areas as shown on the drawings from the Lump Sum and the addition of these as a provisional should they be released concurrently with the works. For transparency I have added a single line item per section of works subject to the credit equal to the new line item for the provisional sum below.

If you have any queries or require anything further please don't hesitate to get in contact.

Kind regards,

Matthew Willis
Construction Manager
Symal Infrastructure

M 0475 333 990

Level 2, 77 Hunter St Newcastle NSW 2300
Melbourne | Stawell | Geelong | Rutherford | Newcastle | Brisbane



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Better.
Together.**

in f

Thanks to all of our clients, suppliers, staff and friends who helped us raise **over \$57,000** for kids with cancer as a part of Footy Colours Day.



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From: buckley.pcs@bigpond.com

Sent: Tuesday, 10 November 2020 8:59 AM

To: Matthew Willis

Cc: 'Cook, Timothy' ; 'Buckley, David' ; 'John Wearne'

Subject: FW: Towamba Road - Signage and guideposts with heritage

Hi Matt,

Apologies for delay.

Drawings with indigenous exclusion zones for all five sites attached.

Sect 1: CH 545 – 750 (205m)

Sect 2: CH 10820 – 11880 & CH 11960 – 12505 ie two sections with an 80m gap between, so exclude all from CH 10820 – 12505 (1685m)

Sect 2: CH 14760 – 15150 (390m)

Sect 3: CH 22840 – 23270 (430m)

This is a total of 2710m – which unfortunately is approx 12% of the total.

Regards

David

From: Glenn Pocknee [<mailto:Glenn.Pocknee@ghd.com>]

Sent: Tuesday, November 10, 2020 8:00 AM

To: David Buckley (InTouch)

Cc: John Wearne; Grant Erbacher; Andy Beldom

Subject: Towamba Road - Signage and guideposts with heritage

David

Attached below is the signage and guideposts plans (only the ones with the areas of heritage). These were part of the revised set I sent you last night.

I am looking at the moment at the fish habitat for the enviros

Call if you have any questions

Glenn

GLENN POCKNEE | A GHD ASSOCIATE

Bach Tech Civil Eng.

Lead Design Technician - Civil

GHD

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Level 7, 16 Marcus Clarke St Canberra ACT 2601 Australia
D +61 2 6113 3321 M +61 408 680 247 E glenn.pocknee@ghd.com

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From: Matthew Willis
To: buckley.pcs@bigpond.com; [Procurement](#)
Cc: [Rex Cover](#)
Subject: RE: Towamba-Burragate Road Upgrade - Tender Submission
Date: Friday, 6 November 2020 8:24:55 AM
Attachments: [image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.jpg](#)
[image016.jpg](#)
[image007.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image020.png](#)
[image021.png](#)
[image022.jpg](#)
Importance: High

David/Tim,

Further to the submission and as requested in the meeting please see below summary of changes:

1. Executive Summary – No change
2. Capability Statement – Reduced file size provided
3. Letter of Offer – Conditions updated to reflect agreements in post tender correspondence. Lump sum adjusted to reflect changes.
4. A) Word version of Bega Valley Returnable – Bill of Quantities and Lump Sum Updated to reflect changes
B) PDF version of Bega Valley Returnable – Bill of Quantities and Lump Sum Updated to reflect changes
5. Dayworks Rates – No change
6. Detailed Methodology – Change to Sequencing to reflect Stage 3 first. Change to personnel list to reflect revised structure (addition of Superintendent and Construction Manager @ 25%)
7. Tender Program – Updated to reflect stage 3 first and tie in with expected dates from other Council works. It is noted earthworks in stage 1 overlaps with current timing however large volume deliveries (Pavement Materials) have been scheduled after expected batter stabilisation completion dates.
8. Project Sheets – Reduced file size
9. Personnel CV's – Updated to match changes in detailed methodology.

If you need anything further please don't hesitate to get in contact.

Kind regards,

Matthew Willis

Construction Manager

Symal Infrastructure

M 0475 333 990

Level 2, 77 Hunter St Newcastle NSW 2300

Melbourne | Stawell | Geelong | Rutherford | Newcastle | Brisbane

Symal



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Please consider the environment before printing this email

From: Matthew Willis

Sent: Friday, 6 November 2020 7:55 AM

To: buckley.pcs@bigpond.com; procurement@begaValley.nsw.gov.au

Cc: Rex Cover

Subject: RE: Towamba-Burragate Road Upgrade - Tender Submission

Hi David/Tim,

I received a notification late last night that the below email did not go through due to file size at 19MB and may have been blocked by my server. As a result please see below Dropbox link containing a full revised offer including the following documents:

1. Executive Summary
2. Capability Statement
3. Letter of Offer
4. A) Word version of Bega Valley Returnable
B) PDF version of Bega Valley Returnable
5. Dayworks Rates
6. Detailed Methodology
7. Tender Program
8. Project Sheets
9. Personnel CV's

<https://www.dropbox.com/sh/qr8yy5thrkhrqx8/AADaxM07P2Sr5ibyU0bVQnS5a?dl=0>

Should have any issues accessing the information or require further detail please don't hesitate to get in contact.

Kind regards,

Matthew Willis

Construction Manager

Symal Infrastructure

M 0475 333 990

Level 2, 77 Hunter St Newcastle NSW 2300

Melbourne | Stawell | Geelong | Rutherford | Newcastle | Brisbane

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Please consider the environment before printing this email

From: Matthew Willis

Sent: Thursday, 5 November 2020 5:39 PM

To: 'buckley.pcs@bigpond.com' <buckley.pcs@bigpond.com>;

'procurement@begavalley.nsw.gov.au' <procurement@begavalley.nsw.gov.au>

Cc: Rex Cover <rex.cover@symal.com.au>

Subject: Towamba-Burragate Road Upgrade - Tender Submission

David/Tim,

Please find attached complete updated Offer for the Towamba and Burragate Road Upgrade works.

If you have any queries or require any further detail please don't hesitate to get in contact.

Kind regards,

Matthew Willis

Construction Manager

Symal Infrastructure

M 0475 333 990

Level 2, 77 Hunter St Newcastle NSW 2300

Melbourne | Stawell | Geelong | Rutherford | Newcastle | Brisbane

Symal



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APPENDIX D: TENDERER SUBMISSION



Executive Summary.

We have great pleasure in submitting our submission and eagerly anticipate in the delivery of the Bega Valley Roads, to deliver the superior outcomes required to make this project a success. We share your enthusiasm for this project and commit, through our participation in the selection process, to achieving outstanding performance. We will ensure that Symal not only delivers outstanding outcomes against all key result areas of the project, but also sets a new benchmark for future NSW projects.

About us

Symal Infrastructure (formerly known as Civilex) is a diverse and experienced privately-owned civil construction company who have recently established themselves in the NSW market. We take great pride in exceeding our clients' expectations in delivering diverse projects, and our commitment to "best for project" practices has cemented a reputation as a contractor of choice.

We are very proud of the innovative solutions and methods of delivery we implement on each of our projects, consistently providing our clients with value-for-money outcomes.

Since 2008 Symal Infrastructure have completed more than 250 projects up to the value of \$80M, and our project portfolio comprises several repeat clients – evidencing our consistent quality of works.

Our commitment to delivering quality work to the NSW market commenced at the start of 2019 when we relocated an entire team of engineers, labourers, and supervisors from our Melbourne HQ to NSW to deliver the Collector Wind Farm project for Vestas. We have since further grown our team to include several more engineers, labourers, and supervisors, all locally based. Our NSW team is spearheaded by Construction Manager **Matthew Willis**, who has built an industry reputation of hitting an aggressive program, and consistently delivering milestones ahead of key dates to the high standard of quality Symal Infrastructure's clients have come to expect. Refer CV (attached).

Symal Infrastructure believes strongly in its social responsibility obligations and has long held a commitment to delivering infrastructure projects in close partnership with socially responsible suppliers. Symal Infrastructure look to deliver projects that support our company values and create a long-lasting legacy with long-term socially responsible outcomes.



With this in mind, in 2019 Symal shareholders partnered with Hayden Heta – a proud Aboriginal man of the Wiradjuri Nation - to create Wamarra Contractors.

Wamarra is an Aboriginal owned and led civil contractor registered with Supply Nation and Kinaway, and passionately committed to providing meaningful employment and career opportunities for Aboriginal people.

Our experienced executive and management teams drive a culture of getting the job done right the first time, resulting in successful project outcomes for all stakeholders. Ultimately, we are not your average contractor. Instead, we are a vibrant company where staff are encouraged and supported to deliver the next level in project management and delivery.

Local involvement

Symal Infrastructure understand the important part we play in the construction industry and our impact on the environment and communities in which we operate. As a company that aims to be “hands on” in improving quality, and flexible in the way we work, we are also very proud to work closely with local subcontractors and suppliers whenever possible.

We actively engage with and procure local subcontractors and suppliers on our projects as a priority, and Symal Infrastructure will draw on local knowledge of the region to identify potential subcontractors and suppliers to support our delivery of the Bega Valley Roads project.

Despite being relatively new to the NSW market, we have already immersed ourselves into the local community. Following the NSW bushfire disaster late last year and into this year, Symal Infrastructure initiated engagement with local community and council leaders in the Jingellic region to identify and aid in repairing farming property tracks and fencing. Symal Infrastructure donated plant and labour in the form of posi-tracks, excavators, operators and supervisors and undertook a five-day recovery program. The relief work on 15 private properties involved removing 30km of damaged fencing, clearing over 50 access tracks and undertaking measure to make several dangerous trees safe. Needless to say, our contribution was sincerely appreciated by the fire-affected communities, and the satisfaction of assisting local communities in need was sufficient recompense for our team.

We recognize and genuinely value the relationships built with local suppliers and subcontractors in rural locations, and wherever possible we draw upon local regional resources and knowledge to achieve the best project outcomes.

The Symal Infrastructure team delivering our Snowy 2.0 Precast Facility project for FGJV have relied heavily upon the engagement of local subbies.

Experience with works

Symal Infrastructure are currently delivering the Collector Wind Farm project in Goulburn, NSW. This project involves the construction of a large-scale access road (30km+), and large-scale concrete footing construction including hold down bolts.

Prior to Collector, Symal Infrastructure were already very familiar with sizeable project scopes. Our delivery of the **Polo Flat Precast Yard Earthworks & Drainage**, this project forms part of the Snowy 2.0 Project and it involves the preparation of a section of land in Cooma NSW to create a segment laydown for the precast factory. Also the delivery of the **Eurobodalla Flood Recovery Works**, Symal reconstructed Coman's Bridge in the remote town of Nerrigundah following significant damage from bushfire. Refer project sheets (attached).



Symal have also provided consultation services for Eurobodalla Council to assess recent flood damage to over 60 council assets to enable them to claim Disaster Recovery Funding Arrangements (DRFA) utilising the Recover software.

Commitment to safety, quality and sustainability

We are committed to both Safety and Quality on all of our projects, and we are triple ISO Certified to AS 4801, ISO 9001 and ISO 14001. Our safety, quality and environmental performance is managed through our company-wide integrated project management plan (IPMP) encompassing all areas of safety, quality and environmental management. Every Symal Infrastructure project follows our company-wide safety agenda: Safety 7, which is a set of expected behaviours and risk management practices mapped across the core areas of our business and benchmarked against industry-leading safety practices. Safety 7 outlines our clear and consistent approach to safety across our business. We have approximately 25 staff - including Project Management, Engineers, Site Foreman and Leading Hands – who have completed / are currently completing Cert IV WHS Training, and each month we proudly present an Excellence in Safety Award, which recognizes employees and subcontractors demonstrating an above and beyond approach to safety.

We are committed to delivering to our clients and the community sustainable outcomes for the environmental challenges of every project. We set environmental objectives, develop sustainability initiatives, and conduct our work activities in a manner to continually improve and protect the environment in which we work. We believe that minimising environmental impacts, and continual improvements and prevention of pollution during our projects will deliver economic, social and environmental benefits to Symal Infrastructure, the community and our environment.

The Symal Infrastructure team is both agile and flexible in delivering a wide range of scopes, and our project management teams adapt and adhere to the requirements of each unique environment, irrespective of project size or complexity. Our extensive on-boarding processes for personnel ensures each team member fully understands any stringent site access requirements and environmental restrictions in place.

Our experienced executive and management teams drive a culture of getting the job done right the first time, resulting in successful project outcomes for all stakeholders. Ultimately, we are not your average contractor. Rather, we are a vibrant company where staff are encouraged and supported to deliver the next level in project management and delivery.

We are extremely proud of our operational history and as a company we are focused on a growth strategy that will expose our employees to some of our country's most exciting projects. It is our intention to merge our collective experience in Victoria with NSW – consistently identifying opportunities for improvement and working together to deliver a truly game-breaking project. Our aim is to deliver infrastructure that is impressive, functional and sustainable.

Thank you for the opportunity to submit this tender. If you have any queries, please contact me on **0403 606 630** or **andrew.fairbairn@symal.com.au**.

Yours sincerely,

Andrew Fairbairn
Director
Symal Infrastructure Pty Ltd

TOWAMBA - BURRAGATE ROAD UPGRADE DETAILED CONSTRUCTION METHODOLOGY

Abstract

The following document provides an insight into who Symal Infrastructure are and how we remain Contractor of Choice within the Civil Construction Industry.

Through our extensive knowledge and experience gained from delivering diverse projects across Australia, this Construction Methodology has been prepared solely for the TOWAMBA - BURRAGATE ROAD Project

Matthew Willis
Matthew.willis@symal.com.au
5th November 2020

Symal Infrastructure Pty Ltd
Level 2 77 Hunter Street, Charlestown 2290
t. 61 3 9391 8800 / f. 61 3 9391 6700 / [symal.com.au](https://www.symal.com.au)

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ABOUT SYMAL INFRASTRUCTURE

Symal Infrastructure is a privately-owned civil construction company who take pride in exceeding expectations through delivering a diverse range of projects across Australia.

Our commitment to “best for project” practices has cemented a reputation with our clients as a contractor of choice.

Symal Infrastructure are a young and vibrant company where all staff members are empowered to deliver excellent results across all projects.

We see ourselves as a unique contractor in the Australian market. We embrace a collaborative approach with our clients to ensure we deliver excellent results and a quality end product, ensuring client satisfaction. This is evidenced by the amount of return work we secure.

Symal Infrastructure has extensive experience in a wide variety of construction projects in diverse industries, across Australia. Our client portfolio comprises some of the biggest and best players in the industry, and despite being relatively young, our ISO Accredited Systems and procedures are tested by the most stringent market leaders, including:

Tier One Contractors

John Holland
McConnell Dowell
Laing O’Rourke
CPB
Downer
Lend Lease
Acciona
WBHO

Transport Authorities

Metro Trains Melbourne
Victrack
PTV

Government Agencies

Department of Defence
Department of Justice
Public Transport Victoria
VicRoads

Private Clients

Deakin University
Monash University
Caulfield Grammar
Probuild
Hansen Yuncken
Acciona Energy
Multiplex

Local Councils

City of Melbourne
Wyndham City Council
Whittlesea City Council
Melton Council
Surf Coast Shire Council

Service Authorities

Melbourne Water
Powercor
Barwon Water
Goulburn Murray Water

We specialise in markets in which we remain profitable, in return we deliver our clients the highest quality of works. We work under lump sum contracting offering our clients a complete “cut and shut” solution. Our continued repeat business demonstrates our service is of the highest standards exceeding client expectations.



Figure 1 - Symal Infrastructure's Workforce

Symal Infrastructure's growth since 2008 is nothing short of phenomenal and our experience and capability to deliver quality projects grows stronger every year. We are extremely proud of our operational history, our ongoing success and our expanding reputation in the construction industry.

We attribute our success and growth to the implementation of and adherence to our Core Values which have led to a unique company culture.

Our people are the fundamental reason behind Symal Infrastructure's success. Our employment strategy is specifically designed to gather the best people in the industry, selected for their passion and their expertise.

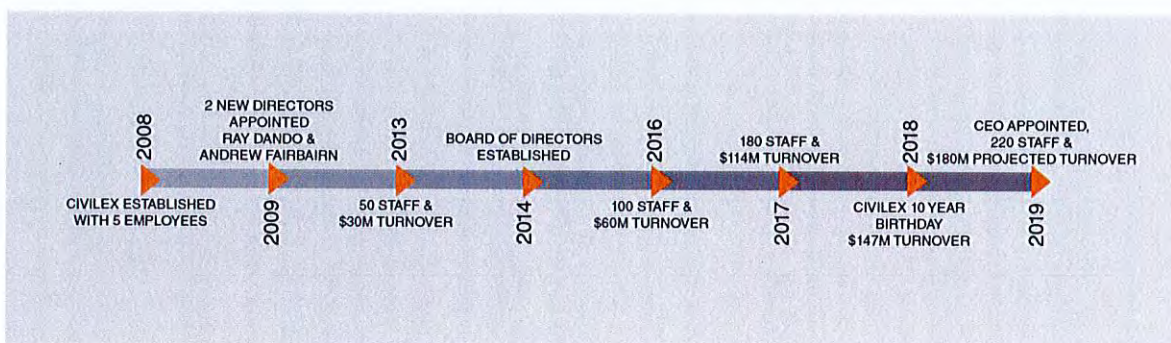


Figure 2 - Symal Infrastructure: delivering results & setting the standard in the civil construction industry

CONSTRUCTION METHODOLOGY

Symal Infrastructure regards the upgrade of Towamba - Burragate Road an important upgrade for the Bega Shire Region.

1 PURPOSE OF THE WORK

The purpose of this project is to upgrade a total of 22.4 km of Towamba and Burragate Roads.

Upgrades will include:

- Clearing
- Earthworks
- Traffic management
- Stabilisation works
- Pavement construction
- Spray seal
- Topsoiling and hydroseeding
- Guard Rail & Signage

The main objective of this project is to:

- Undertake the construction works in a safe manner
- Complete the works within the required dates for completion
- Minimise disturbance to stakeholders and road users
- Contribute to local businesses
- Complete the project with a high quality standard

Symal Infrastructure's approach to these works will ensure the delivery is conducted in a safe, effective and efficient manner to meet the client's main objectives and operational constraints.

2 COMMUNITY ENGAGEMENT

As a part of the preliminary works, focus will be placed on Community Engagement. Symal Infrastructure believe open communication and swift construction is the key of minimising disgruntled users and based on Symal Infrastructure previous experience on projects which had significant interaction with the community, early involvement opens up opportunities for the community to participate in voicing their concerns up front so that their concerns can be addressed prior to commencement of works and disruptions are minimised during the construction phase of the project.

Symal Infrastructure will have full time personnel available 24/7 as a contact so that any emergencies which come up can be looked after and resolved immediately.

Although these seem to be minor measure, we believe this will drive the project a long way in terms of keeping the local community engaged.

3 PRELIMINARY WORKS

At the start-up phase of every project Symal Infrastructure put in place processes and procedures to ensure ongoing success. To mitigate any risk during the construction period and prior to any construction commencing, as a minimum Symal Infrastructure will:

- Obtain any existing site drawings (including services and survey drawings)
- Obtain any existing utility service information. "Dial Before You Dig" documentation will be in the site folder, and where required a Service Locator will be engaged to determine the exact location of services deemed to be high risk
- Meet with the client to undertake a risk assessment. This will identify any site-specific risks which will then be incorporated into a detailed Site Risk Assessment, and allow the construction team to formulate specific risk mitigation methodologies
- Develop relevant management paperwork (e.g. IPMP, SWMS's, ITP's, Safe Working Plans, Staging Plans etc). Once completed copies will be submitted to the client
- Establish construction access procedures
- Obtain insurance information from project supply companies
- Identify any relevant authority/asset owners' requirements
- Confirm any construction/operation times proposed by Council and/or the community.

Symal Infrastructure are aware that some projects require the procurement of items with a long lead time. In such cases the procurement process will commence immediately to ensure there are no delays due to unavailability.

4 PROJECT MANAGEMENT PLANS

Symal Infrastructure operates within an Integrated Project Management System which ensures that all projects are carried out within the relevant legislative requirements including OH&S, Environmental, Quality etc.

As a part of our Integrated Project Management System, the following documents will form part of the site-specific Integrated Project Management Plan:

- Site Safety Plan
- Safe Work Method Statements
- Weekly Inspection Checklists
- Subcontractor Safety Information (including SWMS)
- Incident Report Forms
- Prestart Checklists
- Toolbox Talks
- OHS Management Plan
- Project Management Plan
- Vehicle Movement Plans
- Quality Management Plan
- Interface Management Plan
- Environmental Management Plan
- Risk Management Plan
- Site Access Agreement

Within two weeks following the award of contract, and whilst the above plans are being developed, our Project Team will schedule a kick-off meeting with the client to discuss and identify any site-specific risks and highlight the project expectations. During the meeting, risks will be flagged, individually examined and incorporated into our Project Management Plan. Completed documents will be submitted to the client for review and comment. Any feedback received from the client will be acknowledged and any changes reflected within the Site Project Management Plan prior to commencement on site.

5 SITE ESTABLISHMENT

Symal Infrastructure will mobilise on site following the completion and sign off of the Project Management Plan, and approval from the client to commence work.

A Site Compound - including a lay down area - will be established in conjunction with the client. The compound will be set up with a crushed rock base to ensure it lasts the duration of the project. Service location, initial site set out, and environmental protection works will be carried out while the Site Compound is constructed.

Service location and set out work will involve the use of a Service Locator (and non-destructive digging where required) to identify all services which could be affected by construction works. Appropriate protection measures will be put in place to prevent damage to any existing assets.

Environmental controls will include silt fencing, hay bales, and detention swales (where required). Environmental controls will be implemented at commencement and maintained for the duration of the project. Weekly inspections will be undertaken by the Site Supervisor to ensure that controls remain operational and identify when any repairs or replacement of controls are required.

6 SEQUENCE OF THE WORKS

Our tender sequence of works has been formulated to meet the proposed timeframe and complete the construction in an efficient manner while minimising impacts to the local community.

The works are broken into 6 distinct works areas. Stage 1a, 1b, 2a, 2b, 3a & 3b

Works will be staggered so that major construction is only occurring in 2 stages at a given time with auxiliary works in other areas.

General Sequence:

- Stage 3a & 3b will start first due to minimal interface issues.
- Stage 2a & 2b will lag stage 3 such that there is minimal overlap of heavy construction.
- Stage 1a & 1b Earthworks and Pavements will be complete last to minimise interface with works by others.

The within each stage the following order of works have been adopted within our tender:

- Site establishment
- Traffic Management
- Services location and survey set out
- Tree clearing
- Installation of environmental controls
- Topsoil Strip
- Earthworks including Cut to Fill & Hauling to stockpile
- Installation of Road pavements - either DGB or Stabilisation
- Primer Seal
- Installation of Table Drains
- Installation of Guardrail, Guide posts and Signage
- Re-topsoil & Hydro mulch
- 7mm Final Seal
- Demobilisation

7 SPECIFIC METHODOLOGIES

7.1 Specialist Subcontractors

Specialist subcontractors will be engaged to complete the following works:

- Tree Clearing
- Stabilisation
- Spray Seal
- Guard Rail

Symal Infrastructure envisage that all civil works will be completed with in-house resources including earthworks and road pavement construction to underside of Seal. The above-mentioned works will be carried out generally in accordance with the Tender program provided as a part of our tender submission.

Symal Infrastructure maintains its high standard of works through a stringent selection of subcontractors. Through our years of operations, we have built up relationships with subcontractors who we only trust in carrying out certain critical components of a project and vice versa, these subcontractors would generally only partner up with Symal Infrastructure as they understand that Symal Infrastructure is also a critical part of the success. The relationship between Symal Infrastructure and these subcontractors are essential and determines the success of our projects.

7.2 Traffic Management

All works will need to be conducted under manned traffic control. Full or partial road closures will be in line with council approvals and school holidays, and be minimised to reduce the impact to through traffic. As required during the program of works, Symal Infrastructure will have traffic controllers present to manage vehicles and traffic for each Stage of works.

7.3 Clear and Grub

Symal Infrastructure will engage a NSW based subcontractor for the clearing of vegetation over the footprint of the works if successful.

Vegetation marked for removal will be removed 500mm from ground level and the spoil managed with excavators. The felled vegetation will be mulched, and the mulch stockpiled for future use in rehabilitation works. To ensure embankment stability is maintained, stumps and roots will remain in situ, also assisting to reduce embankment erosion and create habitat for local flora and fauna.

7.4 Bulk Earthworks

Bulk Earthworks will commence as soon as possible once all existing services are located and the site cleared of vegetation. The first item will be to commence with the stripping of the topsoil for the area. We have allowed to strip and stockpile the topsoil onsite, to be reused for topsoiling works

Once the topsoil has been stripped, Symal Infrastructure will commence the bulk earthworks operations. Much of the material derived from excavations will be reused on site for areas in fill and additional cut material will be transported to designated stockpile sites. Once the site is stripped, earthworks will be completed with the subgrade exposed, it is imperative that construction works above commences swiftly so that the subgrade is not exposed to weather for a prolonged period. Bulk Earthworks will be completed with excavators, graders and miscellaneous supporting equipment.

Symal Infrastructure will use all its own supervision to manage the Bulk Earthworks. The site supervisor will also be present on the project and will be equipped with a GPS rover to enable constant checking of levels and all machines will be fitted with 2-way radios to ensure communication can always be maintained.

7.5 Base Layer Installation

In stage 1 a DGB layer will be the primary pavement as per design. The DGB will be imported from a local quarry that meet the required specifications of the crushed rock material. Pavement works will be undertaken using a crew consisting of graders, rollers and watercarts.

7.6 Stabilisation

In stage 2 & 3, specialised stabilisation crews and equipment will be used for the main pavement layer. The stabilisation will commence as soon as the Subgrade is prepared and will consist of 2.5% lime to 300mm in depth. Stages 2 & 3 will be appropriately staggered to allow for continuous stabilisation works.

7.7 Spray Seal

Spray seal will be installed immediately following the completion of pavements in each stage. A 2 coat 14/7 primer seal will be used. The final 7mm seal will be completed following completion of all construction activities.

7.8 Guardrail, Guideposts & Signage

Following the primer seal, guardrail, guideposts & signage will be installed in accordance with the design.

7.9 Topsoil & Hydromulch

Topsoil that was stripped as part of the bulk Earthworks will be respread to a depth of 150mm on all batters and verges. Through the drains, jute meshed will be installed and pinned to match the standard RMS detail. Following topsoil, hydromulch will be applied to all cut batters.

7.10 Site Clean Up & Demobilisation of Establishment

Upon completion of the main construction works Symal Infrastructure and our nominated subcontractors will undertake any final correction works to ensure compliance with the drawings and project specification. Following these works a final site clean will be undertaken before demobilising from site.

8 RESOURCES

Symal Infrastructure has an impressive history in the delivery of large-scale projects. Since 2008 Symal Infrastructure has successfully delivered more than 250 projects up to the value of \$80M.

Our approach to projects from the initial planning phase right through to construction ensures all aspects of a project are considered. We work collaboratively with our clients to ensure all stakeholder goals are met. We select our Project Teams based on individual skill and experience to ensure we deliver a successful outcome every time

Safety on our projects is paramount and we ensure we are fully informed of the safety requirements on all projects we undertake prior to site mobilisation. Symal Infrastructure boast an excellent safety record across all projects. We are extremely proud of this reputation and realise such a reputation does not happen by accident. We promote a Safety Culture from the top down where all employees are empowered to manage their own safety in conjunction with the robust Safety Management Systems deployed throughout our company. With the inherent risks associated with a project of this nature, this approach will prove vital.

8.1 Project team

Symal Infrastructure's approach to project management is based around adequate resourcing and each member in our project team has been selected for their individual experience and project management ability.

The assigned team to this project can be seen in the following table.

Matthew Willis – Construction Manager @ 25%
Phil Caldwell – Superintendent @ 25%
Rex Cover – Project Manager
Chris Bugden – Site Supervisor
Jace Brown – Site Engineer

Project Manager

The Project Manager is responsible for the overall management of the project. Duties include (but are not limited to):

- Ensuring the overall safety of the project
- Ensuring all site activities are covered by the appropriate OHS&E documentation
- Ensuring all project staff adhere to company OHS&E policies without exception
- Communicating project progress and any project-specific issues with the Client
- Promoting a positive culture on-site
- Ensuring the project is adequately resourced with suitable staff
- Attending site meetings
- Liaising with the client and stakeholders to ensure their deliverables are identified, communicated and achieved, and providing the client with updated programs
- Ensuring any design issues are identified and resolved before they affect the project
- Training site staff with the aim of promoting them into more senior roles
- Evaluating the performance of site staff and recognize/discipline where required
- Ensuring the Site Supervisor and Leading Hands are fulfilling their key responsibilities
- Procuring subcontracts and suppliers
- Tracking project budgets
- Ensuring the EMP and SMP are adhered to
- Arranging Quality Audits/Testing, as required
- Identifying any OHS&E training required
- Leading by example and promoting sound OHS&E practices at all times
- Writing and reviewing Safe Work Method Statements for various work activities.

Site Supervisor

For this project we have allocated a full time Site Supervisor and will engage Site Leading Hands as required.

The role of the site supervisor is to monitor and oversee the project activities. The site supervisor offers a foundational knowledge in delivering a project successfully and is required to have the experience in managing projects requiring a high-level interface. All nominated Symal Infrastructure Site Supervisors offer excellent time management skills and have demonstrated ability to manage multiple work fronts within the required project specifications.

8.2 Labour Force

Symal Infrastructure have a direct labour force of 115 full time staff with experience in pavements, earthworks, drainage, concrete, operating plant and equipment, and GPS survey equipment.

We estimate that at the peak of the project we will require approximately 10 labourers. Should local resources not be available we are more than capable in meeting the staffing requirements of this project in-house.

8.3 Surveying

Since 2014 Symal Infrastructure have invested heavily in surveying. Our full-time Survey Team currently work out of our office in Victoria. Having an in-house Survey Team provides many benefits to this project, including:

- Survey set out (as required) leading to zero delays which are often associated with externally sourced survey
- Faster turnaround times with As Built pickups and conformance checks
- Survey model files for GPS-guided excavators, graders and on-site rovers

Symal Infrastructure own and use the latest technology in GPS-guided devices, and one of our five GPS rovers will be utilised throughout the project works. Symal Infrastructure firmly believe the use of this technology leads to safer and more productive projects and we provide ongoing training to our Survey Team to ensure their knowledge remains at the forefront.

9 MANAGEMENT SYSTEMS

9.1 Safety Management

Without exception safety is paramount on all Symal Infrastructure job sites, and all staff are aware of this Management directive. Our OH&S Management System is ISO Third-Party Accredited, and Symal Infrastructure ensure all necessary resources are provided to workers on-site to maximise safety. Proudly we have created a Safety Culture within our company.

As the full-time manager on site, our Site Supervisor plays a significant role in the delivery of a safe project. The Site Supervisor is responsible for conducting site inductions, which includes a set of safety rules that must be read and understood by all project site staff and visitors prior to entering the project site. The Site Supervisor also uses this opportunity to run through any site-specific safety requirements.

At the beginning of every day our Site Supervisor holds a Daily Pre-Start to discuss the works planned for the day. This meeting ensures all personnel on-site are aware of the day's activities and likely plant and machinery movements. Conducting Pre-Starts in a team environment first thing in the morning helps foster our Safety Culture and encourages all staff to buy into the importance of safety. When the whole team is informed of what is going on at one time, project productivity soars and daily goals are achieved.

Although we aim for zero incidents, we support and encourage all staff to report any safety incidents or near misses to the Site Supervisor as soon as they happen. Our preference is to fix any potential issue at the near miss phase before it escalates into an incident.

All works undertaken on our sites are covered by site-specific Safe Work Method Statements (SWMS). The SWMS are written by the Project Manager with the assistance of the Site Supervisor, And input from the workforce. They are reviewed and updated as required. All staff are required to sign the SWMS before commencing any works. SWMS are read out by the Site Supervisor at Inductions to ensure they are fully understood rather just skimmed over.

Our Site Supervisor and Project Managers all hold current certificates Senior First Aid. A fully maintained First Aid Kit will be kept in the Site Compound and Site Supervisor vehicles.

Weekly Workplace Inspection will be carried out by the Site Supervisor to ensure appropriate measures are in place and are being followed.

All plant and machinery are fitted with reversing beepers, flashing lights and two-way radios. This is checked during plant and machinery prestart inspections and checked again during routine inspections.

All workers are expected to wear the appropriate PPE including hi-vis, steel cap boots, hard hats etc. This is monitored at the start of the day by the Site Supervisor. Additionally, the Site Supervisor will complete the following before starting works each day:

- Ensure all site personnel have appropriate PPE
- Complete any Symal Infrastructure inductions (With assistance from the engineering team if required)
- Ensure all site personnel hold White Cards and appropriate licences
- Ensure all site personnel have viewed the Symal Infrastructure OH&S Management Plan
- Ensure all site personnel understand and are signed on to all SWMS
- Complete and view all plant and equipment prestart checklists and risk assessments
- Conduct a Daily Pre-Start Talk
- Complete weekly workplace inspection checklists
- Complete environmental checklists
- View all subcontractor and supplier paperwork, including OH&S Management Plans, licences, White Cards, SWMS, risk assessments, MSDS, public liability insurance and Work Cover policies.

Symal Infrastructure understand the specific safety requirements of this project, and we are committed to best practices when it comes to Safety Management. We promote a strong OH&S culture within our company and encourage all our staff to lead the way in ensuring we maintain a safe work site.

A strong focus will be put on the following:

- Site-specific Safe Work Method Statements
- Daily pre-starts and Toolbox Talks

- Site audits by management
- Site safety walks
- Safe operation of plant and equipment
- Safe site ingress and egress

The full time non-working Safety Coordinator will be responsible for the management and ongoing review of these tasks.

Safety documents that will be implemented on the project include:

- Site Safety Plan
- Safe Work Method Statements
- Weekly Inspection Checklists
- Subcontractor Safety Information (including SWMS)
- Incident Report Forms
- Prestart Checklists
- Toolbox Talks
- OHS Management Plan
- Project Management Plan
- Vehicle Movement Plans

Copies of these documents will be provided to the client if required.

Symal Infrastructure company directors will visit the project site as required and oversee the safety performance of the project.

9.2 Quality Management

Symal Infrastructure will work closely with the client in maintaining the quality reporting of the project in the form of:

- Inspection and test plans
- Proof rolls
- Material conformance testing
- Geotechnical testing
- As-Builts
- Documentation management

Having an on-site management team will ensure there are no unnecessary delays or NCR's in regards to quality management, and will assist in handing over completed works with zero defects.

Subcontractors & Suppliers

Symal Infrastructure is responsible for checking that orders received are complete, identified and undamaged, and that any documentation such as certificates of compliance and test results are submitted by the supplier/subcontractor. Symal Infrastructure will ensure anything purchased or supplied by the Subcontract Services and Suppliers conforms to the contract specification. All materials and products supplied will be conforming and traceable.

The following key aspects form part of the project's Quality Assurance Management system:

Survey Control

Survey control is critical in ensuring the project is constructed in accordance with the project drawings/plans.

The Project Manager will engage the Surveyor and ensure that they are always in possession of the latest drawings/plans. Survey set-out for construction is arranged by the Site Foreman.

Material Testing

Material testing will be undertaken at the frequency outlined in the project specification.

Material testing will be conducted by NATA registered third party consultants. This will be generally arranged by the Site Foreman. When received, all test results will be forwarded to the client.

Measuring & Test Equipment

All equipment used for inspection, measuring and testing is regularly calibrated and maintained in good working order to ensure reliable performance and accurate results.

If an item of equipment is knocked or dropped or if out-of-calibration is suspected, the user will immediately check its calibration, where possible, by comparing measurement against a similar item.

Induction & Training

Symal Infrastructure will ensure that all on-site personnel engaged in the project (including subcontractor personnel working under Symal Infrastructure's QMS) have undergone an appropriate induction to ensure they are aware how QMS is implemented on the project. The induction will focus on specific roles and responsibilities, Project Quality Plans, defect rectification requirements, the project specifications and ITP's.

Subcontractors & Suppliers

Symal Infrastructure is responsible for checking that orders received are complete, identified and undamaged, and that any documentation such as certificates of compliance and test results are submitted by the supplier/subcontractor. Symal Infrastructure will ensure anything purchased or supplied by the Subcontract Services and Suppliers conforms to the contract specification. All materials and products supplied will be conforming and traceable.

Plant & Machinery

Construction equipment is selected to suit the accuracy of the proposed application and will only be used within its range of accuracy.

All machinery on-site will be inspected prior to starting to ensure it is capable of achieving the quality required in the project specification.

Identification & Traceability

As detailed in the project specification and the Quality Management Plan, Symal Infrastructure will provide written evidence that each lot, area or part of completed works has passed all inspections and tests.

Symal Infrastructure will record each discrete work area on the Inspection and Test Plans which will allow records to be re-examined if any problems are observed in future.

Inspection & Test Plans (ITPs)

ITPs will be written by the Project Manager and submitted to the Superintendent for approval prior to works starting. ITPs will be managed by all project staff in consultation with the Superintendent. As a guide, ITPs will include the following:

- Activity description
- Safety requirements
- Acceptance criteria
- Testing requirements and frequency
- Hold points and witness points
- Superintendent sign-off

Lot Numbering

New construction works will be divided into discrete work areas or lots. The work area or lot number will be written on each ITP/Checklist so that any problems can be identified back to their physical location.

Non-Conformance in Works

When a non-conformance is detected, it will be notified promptly to the Superintendent and/or client. The following procedure will then be followed:

- Immediately arrange for the non-conforming item of work to be suitably marked to distinguish it from conforming items of work. Wherever possible, the non-conforming services will be physically isolated
 - Immediately record the nature of the non-conformance on a Non-Conformance Report
 - Assess whether the process and/or equipment is likely to produce more non-conforming services and whether further output should be restricted.
- Consider the significance of the non-conformance and the progress of the project. Where appropriate, restrict production until an acceptable rectification method for the non-conformance has been resolved and note this on the Non-Conformance Report.

- Immediately determine the appropriate rectification method. This may be by re-work, repair, replacement or use-as-is. Record the rectification method and when it will be undertaken on the Non-Conformance Report.
- Submit a copy of the Non-Conformance Report to the Superintendent and/or client within two working days of detecting the non-conformance. Non-conformance rectification works will not commence without the approval of the Superintendent and/or client.
- Inspect or test the re-work, repair or replacement in accordance with the Inspection and Test Plan, or as otherwise agreed with the Superintendent and/or client representative to ensure that the required quality has been achieved. Confirm this on the Non-Conformance Report.

Quality Records

All documentation relating to Quality Assurance will be retained by Symal Infrastructure for the minimum amount of time as required by statutory requirements (generally seven years).

Quality Audits

The Project Manager will prepare an Internal Audit Schedule and arrange these audits. These audits will be in accordance with the project specification or Symal Infrastructure's overall Quality Management System.

Results of the audits will be forwarded to the client in line with the specification or upon request.

The Quality Assurance records are available to the client at any stage for their own audits.

9.3 Environmental Management

A detail Environmental Management Plan is developed for all projects to reduce the risk of Environmental Incidents. This starts by developing the overall project Risk Register of which environmental is a key part. This is followed by developing a site-specific Environmental Impacts and Aspects Register to identify the responsibilities of these risks.

Symal Infrastructure have had zero issues over the last five years in relation to environmental conformance.

Symal Infrastructure take records of all environmental incidents throughout the project and monitor performance through their Month Compliance Audits.

Environmental performance is audited monthly in the Site Compliance Audits and the results are collated for review by Company Directors to confirm conformance.

The potential environmental impacts identified at the site to date are as follows:

- hazardous substance spills
- noise control during peak periods of work,
- vibration of some plant
- dust emissions on windy days
- visible smoke emissions from site vehicles and plant (mobile)
- litter control
- recycling and reuse of waste

9.4 Environmental Compliance, Inspections & Audits

Regular audits are undertaken by management staff on all Symal Infrastructure projects to ensure sites are operating in accordance with Symal Infrastructure Policies and the IMS.

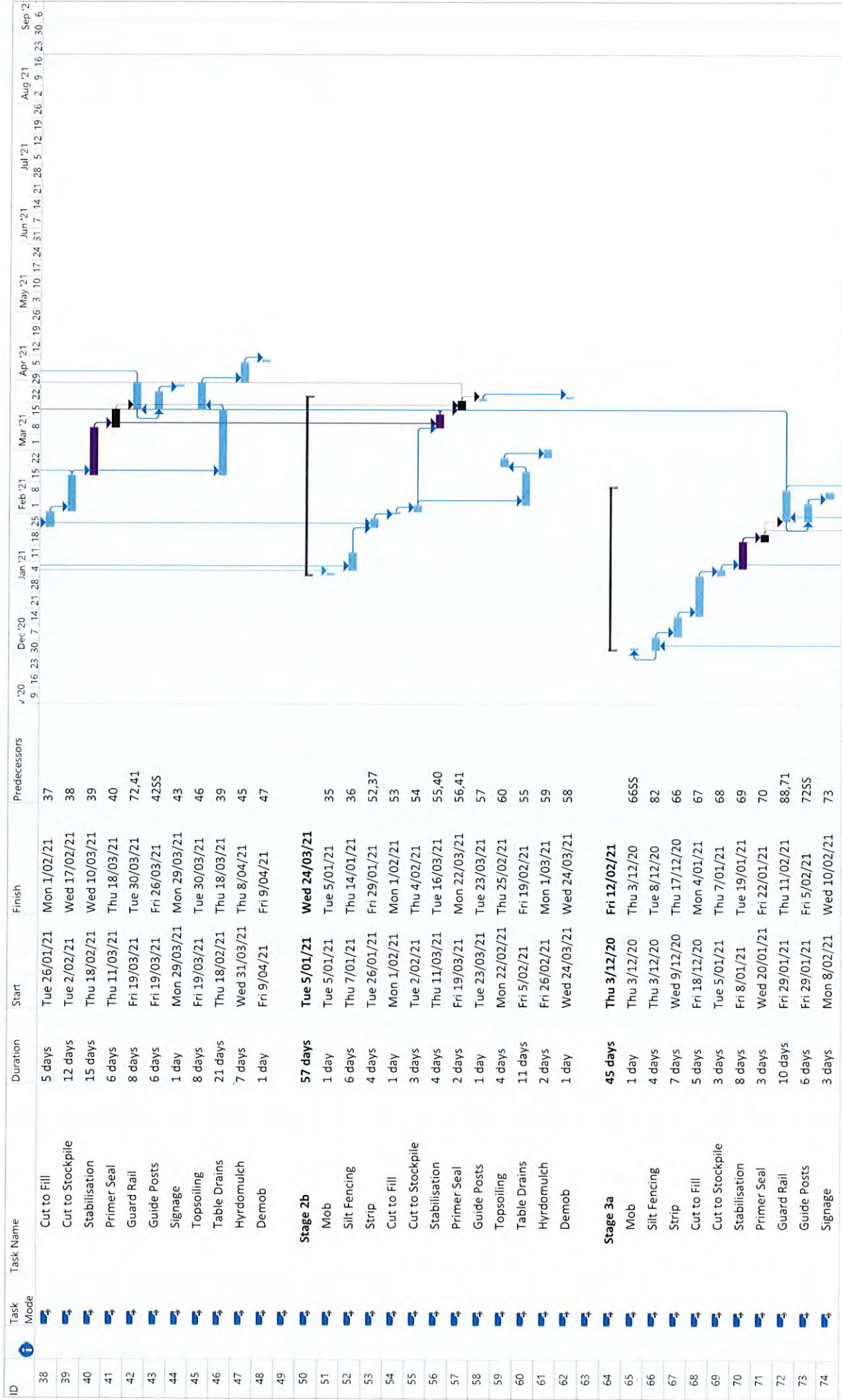
Weekly site walks are conducted by the Site Supervisor where a visual inspection is carried out. Any items not conforming are recorded and rectified in a timely manner according to priority.

A more comprehensive Site Compliance Audit is conducted at regular intervals by either the Symal Infrastructure OHS&E Manager, the Project Manager. Following the audit, a report is written and monitoring occurs at the end of the week to ensure issues identified are closed-out.

The Environmental Audit addresses:

- Dust
- Water run off
- Chemicals
- Waste disposal
- Community effects (soil spilt off-site (roads), noise, traffic congestion, flora and fauna, etc)

All details of audits are forwarded to the client.



Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: Towamba Rd - Tender

Date: Thu 5/1/20

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