



Australian Government

Australian Maritime Safety Authority

Request for Tender

AMSA No. 928/39453

CONSTRUCTION MANAGEMENT SERVICES

PORT HEDLAND

ISSUED

11 March 2009

Table of Contents

1.	BACKGROUND.....	1
1.1	Requirement.....	1
2.	GENERAL CONDITIONS OF TENDER.....	2
2.1	Method, Place and Date of Lodgement.....	2
2.2	Late Tenders	2
2.3	Tender Validity Period	2
2.4	Pricing	3
2.5	Payment.....	3
2.6	Evaluation	3
2.7	National Code of Practice For The Construction Industry	3
3.	SCOPE OF WORKS.....	5
4.	COSTING	7
5.	RESPONSES.....	8
	ATTACHMENT A GENERAL CONDITIONS FOR CONTRACT SERVICES	9
	ATTACHMENT B DECLARATION OF COMPLIANCE.....	15
	ATTACHMENT C CONSTRUCTION MANAGEMENT TRADE CONTRACT – EXCEPTIONS TO GENERAL CONDITIONS (AS4917-2003).....	19
	ATTACHMENT D DRAFT SCOPE OF WORKS FOR CONSTRUCTION OF RESIDENCES ...	25

1. Background

The Australian Maritime Safety Authority (AMSA) is an Australian Government regulatory safety agency with the primary role of delivering services in relation to maritime safety, aviation and marine search and rescue and protection of the marine environment. AMSA has a Government appointed Board with independent directors.

AMSA's principal activities include:

- The regulation and safety inspection of commercial shipping;
- The operation of an extensive national network of marine aids to navigation around the Australian coast;
- Aviation and maritime search and rescue; and
- The operation of a national plan for the protection of the marine environment.

1.1 Requirement

AMSA invites suitably qualified and experienced organisations to submit responses in accordance with the terms and conditions of this Request For Tender (RFT) for the provision of construction management services to AMSA. Tenderers must offer the services for all elements of the Scope of Works at Section 3.

It is proposed that the successful tenderer will be offered a contract of service (refer Attachment A for the general conditions). The contract will initially be for the management of the construction of a residence on Lot 591 of the Pretty Pool sub-division in Port Hedland – a WA LandCorp sub-division. AMSA is negotiating the purchase of a second block in the sub-division and subject to the success of this purchase, AMSA may vary the contract to include management of the construction of a second residence.

Construction of Lot 591 is currently due for practical completion by 9 April 2010 under the contract of sale AMSA holds with LandCorp.

AMSA will be seeking a turnkey solution for the construction of the residences. The turnkey solution is viewed as including the following:

- Design and approval by LandCorp and local council
- All fees associated with the design, approval and construction
- Internal finish to a quality standard – including window furnishings, floor furnishings, painting,
- Full fencing and landscaping to meet Pretty Pool compulsory guidelines and local standards including driveways and any appropriate paving and a clothesline
- Full clean allowing immediate access by tenant following PC and receipt of a certificate of occupancy (or equivalent)

The construction management contractor will be responsible for ensuring all elements of the turnkey solution are effectively contracted, managed and delivered.

Due to the potential conflict of interest, the successful tenderer for the construction management services will not be considered for the design and construction project.

2.4 Pricing

All prices and rates offered shall be as follows:

- in Australian Dollars; and
- shall remain FIRM for the period of the validity of the offer.

Tenderers must also provide details of any other anticipated charges.

AMSA is not exempt from the payment of the Goods and Services Tax (GST) and all pricing must include the amount of GST payable (indicated separately).

2.5 Payment

AMSA's usual terms of payment are 30 days from receipt of a correctly rendered invoice subject to acceptance of the work. AMSA has provision and a preference for payments to be transferred electronically. Contractors are notified of the payment via email or fax. Respondents should indicate if EFT payments are acceptable.

2.6 Evaluation

The assessment will evaluate submissions on the basis of the following:

- (a) Compliance with these Conditions of Tender, the Draft Conditions of Contract and the Scope of Works;
- (b) Price;
- (c) Methodology/approach for delivering the scope of works;
- (d) Experience;
- (e) Qualifications; and
- (f) Ability to provide the services in accordance with the timeframe.

To assist with the evaluation process subjective or qualitative descriptive terms or unsubstantiated or incompletely specified claims may be rejected. All abbreviations and acronyms must be fully explained.

2.7 National Code of Practice For The Construction Industry

2.7.1 The Tenderer's attention is drawn to the National Code of Practice for the Construction Industry (the Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (the Guidelines), revised September 2005, reissued June 2006. Copies of the Code and Guidelines are available at www.workplace.gov.au/building.

2.7.2. By submitting an expression of interest or tender to undertake the work/services you:

- a) will be deemed to have read; and
- b) agree that you must comply with the Code and Guidelines.

2.7.3 Notwithstanding any other provisions of the Tender Documents, Tenderers hereby consent to the disclosure of information concerning compliance with the Code and Guidelines, including details of whether or not a sanction (see Section 9.2 of the Guidelines) has been imposed. This consent extends to disclosure by the

Commonwealth, its agencies and ministers, and disclosure to others for the purposes of facilitating compliance with the Code and Guidelines and the exercise of their statutory and portfolio responsibilities. Tenderers shall ensure that their proposed subcontractors, consultants and material suppliers are also aware of, and agree to comply with, these rights of use and disclosure.

- 27.4 Tenderers should be aware that the Code and Guidelines apply to:
- a) the project which is the subject of these Tender Documents; and
 - b) all construction building work undertaken by the Tenderer and its related entities (see section 2.6 of the Guidelines) thereafter as defined in the Guidelines, including work on all new privately funded construction projects in Australia. For further information on the definition of privately funded construction projects, see section 2.5 of the Guidelines.
- 27.5 It is a condition of tender that Tenderers comply with the Code and Guidelines. As part of their tender response, Tenderers must submit a signed declaration of compliance in accordance with the Declaration of Compliance at Attachment B.
- 27.6 Each Tenderer must indicate in its Tender response:
- a) how the Tenderer and its related entities have complied with the Code and Guidelines in the past (if the Tenderer has undertaken Australian Government funded construction work in the past);
 - b) how the Tenderer intends to comply with the Code and Guidelines in performing the Contract, should it be the successful Tenderer; and
 - c) where the Tenderer proposes to subcontract an element of the project, either:
 - i) the information detailed in the above subclauses (a) and (b) in relation to each subcontractor, or
 - ii) how the Tenderer intends to ensure each subcontractor complies with the Code and Guidelines.

3. Scope of Works

Within the contractual framework established for Construction Management and the separate package for the turnkey solution works, undertake the following:

- Assist AMSA in the assessment of design and construction RFT responses where necessary
- Assist AMSA in the development of the final design and construction contract, utilising AS 4917-2003 Construction Management Trade Contract (proposed amendments to the contract are outlined in attachment C)
- Assist AMSA in the submission of the documentation package to LandCorp's Design Approval Co-ordinator and assist in any follow up enquiries as necessary to ensure the approval process is completed as soon as possible
- Assist AMSA by providing any additional support necessary to ensure Council approval for the works package is received in a timely manner
- Ensure all necessary local, state and Federal approvals are in place and current prior to commencement of any construction
- Prepare and agree a construction program with the successful Trade Contractor – including all necessary/appropriate hold point inspections, regular progress inspections, nominated/intended progress payment inspection points and any other appropriate program management points
- Once construction commences, undertake regular (not less than fortnightly) on site inspection of works progress to ensure the design and necessary standards are being met and report in writing as to progress to AMSA
- In conjunction with the Trade Contractor, undertake any nominated or otherwise determined to be necessary hold point inspections
- Undertake inspections to support any progress payments claimed by the Trade Contractor and assess any progress payments to determine their correctness prior to issuing progress certificates (but within 14 days of receipt of the claim)
- Advise AMSA regularly as to the viability of achieving the 9 April 2010 timeframe for practical completion and, with appropriate notice and in association with AMSA, negotiate any amendment to the date of practical completion with LandCorp WA
- Assess any claims made against the provisional sum during construction to determine their validity and advise AMSA accordingly prior to any approval for the works being issued or payment being made
- When appropriate, issue a certificate of practical completion or written reasons for not doing so if requested by the Trade Contractor
- Assist AMSA in the defects liability period by undertaking an initial defects inspection at Practical Completion and then determining the validity of items claimed by AMSA, co-ordinating works with the Trade Contractor and ensuring all necessary works are completed in a timely manner and to the appropriate standard
- Co-ordinate and submit to LandCorp WA all necessary paperwork for AMSA to gain all possible Pretty Pool rebates (as per Pretty Pool Design Guidelines and WA /Federal rebates current at the time of PC) including co-ordinating any necessary site inspections.

The Construction Manager must meet the following criteria:

- 5+ years in project management (residential sector/commercial buildings)
- Excellent communication skills
- Experience in completing projects in remote locations.

4. COSTING

Tenderers must complete both costing models, failure to do so will render the submission non-compliant.

COSTING MODEL ONE

Element	Timeframe	Cost (exclusive of GST)
Design – allow for assisting in assessing the RFT submissions for design and construction and assisting in submission to the Design Approval Coordinator and to council		
Approvals (Landcorp and local authorities including council) – allow to assist in any revision where design does not meet compulsory elements		
Licensing/Fees – ensure all necessary licencing, insurance and documentation are in place prior to construction commencing		
Construction – allow for regular inspection of progress, inspection holdpoints and progress payment reviews		
Landscaping – allow for review of the landscaping submission to ensure an appropriate and low maintenance outcome is provided		
Practical Completion- assess practical completion request and issue certificate of practical completion when appropriate	Practical Completion is due on or about 9 April 2010	
Defects Liability Period - specify for individual items if appropriate		
Rebate Submissions - allow to submit all necessary documentation for rebates and any necessary site inspections		

COSTING MODEL 2

Percentage of the total construction cost (based upon the draft build scope of works provided at Attachment D) to be paid on a progress payment basis over the life of the project (as agreed with the successful tenderer)%
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5. Responses

Tenderers must provide evidence of the following in their tender responses:

- Appropriate licences and registrations
- Experience in completing similar projects within the Pilbara region within time and cost constraints
- Names, qualifications and experience of nominated personnel undertaking the Works
- Experience in using the AS4917-2003 contract general conditions and format
- Capacity to commit appropriate volume and qualified staff to the project
- Financial capacity, financial and staffing resources and corporate credibility relevant to this type of project.

The Tenderer should also note:

- The tender response must be lodged by the time and at the location identified
- The National Code of Practise Declaration of Compliance must be completed.

GENERAL CONDITIONS FOR CONTRACT SERVICES

1. Interpretation

1.1 In these Conditions:

- (a) "the Authority" means the Australian Maritime Safety Authority;
- (b) "the Contract" means the Contract under which the Contract Services are to be provided to the Authority;
- (c) "Contract Material" means all material brought or required to be brought into existence as part of, or for the purpose of performing the Contract Services including, but not limited to, documents, equipment, information and data stored by any means, but not including the computer programs and other such tools used in producing report data.;
- (d) "the Contract Services" means the services to be performed under the Contract;
- (e) "the Contractor" means the party who, by the Contract, undertakes to provide the Contract Services; and
- (f) "the Privacy Act" means the Commonwealth *Privacy Act* 1988.

1.2 Words importing a gender include any other gender. Words in the singular include the plural and words in the plural include the singular.

2. Variation of Agreement

2.1 No agreement or understanding that varies or extends the Contract (including in particular the scope of the Contract Services) shall be legally binding upon either party unless in writing and signed by both parties.

3. Contract Material

3.1 The title to and ownership of intellectual property (including copyright) in all Contract Material shall vest upon its creation in the Authority.

3.2 On the expiration or earlier termination of the Contract, the Contractor shall deliver to the Authority all contract materials.

3.3 The Contractor shall ensure that the contract material is used, copied, supplied, or reproduced only for the purposes of the Contract.

3.4 Intellectual property rights includes copyright, trade mark, design, patent, semiconductor or circuit layout rights, trade, business or company names, trade secrets, confidential or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this Contract and whether existing in Australia or otherwise.

4. Disclosure of Information

4.1 The Contractor, its employees or agents shall not disclose or make public any information or material acquired or produced in connection with or by the performance of the Contract Services without prior approval in writing of the Authority.

4.2 The Authority may be required by operation of law, or processes of Parliament to disclose information about the Contractor or the Contract Services. Any such disclosure will not form the basis for any action by the Contractor.

5. Liability, Indemnities and Insurance

5.1 Exclusion Of Liability

The Contractor must perform the Contract Services solely at its own risk and the Authority will not be liable to the Contractor or the Specified Personnel for any loss, damage, injury, disease, illness or death sustained by any person or caused to any property (referred to in this **clause 5.1** as "**Loss**") however caused, with the exception of any Loss caused by the negligence of, or breach of duty or statute by, the Authority or its officers, employees or agents.

5.2 Indemnity

The Contractor will be liable in respect of, and indemnifies, and shall keep indemnified, the Authority, its officers, employees and agents against, any claim, loss or expense which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and own client basis) as a result of:

- 5.2.1 any unlawful, negligent, reckless or deliberately wrongful act or omission of the Contractor (or its Employees, Subcontractors or their Employees) in the performance of the Contract Services (including costs resulting from any proceedings brought against the Authority as a result of such act or omission and costs of defending such proceedings);
 - 5.2.2 any breach of the terms of this Contract or any confidentiality deeds required by this Contract; or
 - 5.2.3 any misuse of the Contract Material by any person arising as a consequence of an act or omission by or on behalf of the Contractor.
- 5.3 The Contractor will hold sufficient insurance of the appropriate nature to cover all risks created by the acceptance of this Contract.

6. Conflict of Interest

- 6.1 The Contractor warrants that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If, during the term of the Contract, a conflict or risk of conflict arises, the Contractor undertakes to notify the Authority immediately in writing of that conflict or risk.

7. Privacy

- 7.1 The Contractor agrees with respect to all services provided or performed under this Contract:
- 7.1.1 to comply with those Information Privacy Principles which concern the security, use and disclosure of personal information, as if it were a record-keeper as defined in the Privacy Act;
 - 7.1.2 to co-operate with any reasonable demands or inquiries made by the Privacy Commissioner;
 - 7.1.3 to ensure that any person who has an access level which would enable that person to obtain access to any personal information (as defined in the Privacy Act) is made aware of, and undertakes in writing, to observe the Information Privacy Principles referred to in clause 7.1.1 above;
 - 7.1.4 to comply insofar as is practicable with any policy guidelines laid down by the Australian Government, the Authority or issued by the Privacy Commissioner from time to time relating to the handling of personal information;
 - 7.1.5 to comply with a direction by the Authority to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Contractor that the Privacy Commissioner considers breach the obligation in clause 7.1.1 above; and,
 - 7.1.6 to indemnify the Authority in respect of any loss, liability or expense suffered or incurred by the Authority arising out of or in connection with a breach of the obligations of the Contractor under this clause 7.1 or any misuse of personal information or disclosure in breach of an obligation of confidence whether arising under the Privacy Act or otherwise.
- 7.2 For the purpose of clause 7.1.6, "liability" includes:
- 7.2.1 any liability to pay compensation in accordance with a determination of the Privacy Commissioner assumed by the Authority as a consequence of the agreement by the Authority to stand as respondent in the event of any complaint to the Privacy Commissioner alleging a breach by the Contractor of the Information Privacy Principles set out in the Privacy Act; and,
 - 7.2.2 any liability assumed by the Authority to pay a person a reasonable amount as compensation for loss or damage suffered by that person as a result of disclosure or misuse of personal information for which the Authority would have been liable

under the Privacy Act if the act or omission giving rise to that loss or damage had been that of the Authority and not the Contractor.

8. Security, EEO and OH&S

- 8.1 The Contractor shall, when using the Authority's premises or facilities, comply with security obligations in effect at those premises or in regard to those facilities, as notified by the Authority.
- 8.2 The Contractor agrees to comply with the security requirements for the protection of official information:
- (a) set out in the Contract; and
 - (b) as advised by the AMSA during the term of the Contract;
- 8.3 The Contractor must comply with its obligations, if any, under the *Equal Employment Opportunity for Women in the Workplace Act 1999*. Information about the legislation can be obtained from the Equal Opportunity for Women in the Workplace Agency (EOWA) on (02) 9448 8500 or at www.eowa.gov.au.
- 8.4 The Contractor must not enter into a sub-contract under this Contract with a sub-contractor named by the EOWA as an employer currently not complying with the *Equal Employment Opportunity for Women in the Workplace Act 1999*.
- 8.5 The Contractor shall assist AMSA to meet its requirements under the *Occupational Health and Safety Act 1991* with regard to the health, safety and welfare of its employees, any contractors, visitors or members of the public by complying with all regulations and codes of practice applying within the State or Territory and applicable to the Authority's premises. The Contractor must have in place a health and safety management system that meets the following minimum requirements for health and safety:
- i) OHS policy and objectives;
 - ii) organisation structure and responsibilities;
 - iii) safe work practices and procedures in relation to hazards associated with work under contract;
 - iv) OHS training and induction;
 - v) OHS auditing and inspection procedures;
 - vi) OHS consultation procedures;
 - vii) OHS performance monitoring; and
 - viii) Incident investigation and reporting.
- 8.6 The Contractor must be qualified in the use of any tools or equipment they use or introduce to the Authority's premises and be prepared to produce evidence on request. The Contractor shall comply with any relevant policies and procedures relating to safe work practices and procedures and to the equal employment opportunity requirements of the Authority.
- 8.7 The rights and obligations arising in connection with this clause 8 will survive any termination or expiration of the Contract.

9. Negation of Employment, Partnership and Agency

- 9.1 The Contractor shall not represent itself, and shall ensure that its employees, partners or agents do not represent themselves, as being employees, partners or agents of the Authority.
- 9.2 The Contractor shall not by virtue of this Contract be or for any purpose be deemed to be an employee, partner or agent of the Authority.

10. Disputes

- 10.1 Before resorting to external dispute resolution mechanisms the parties shall attempt to settle by negotiation any dispute in relation to this Contract including by referring the matter to personnel who may have authority to intervene and direct some form of resolution.
- 10.2 If the dispute is not settled by the Parties within fourteen (14) days of written notification of the dispute or difference arising, the Contractor must refer the matter at issue in writing

with detailed particulars to the Chief Executive Officer of the Authority for review and the Chief Executive Officer must, as soon as practicable thereafter, give his or her opinion to the Contractor.

- 10.3 If the dispute is not mutually resolved within one calendar month of referral of the dispute to the Chief Executive Officer, the dispute may upon the request of either the Authority or the Contractor be referred to arbitration in accordance with the laws relating to arbitration in force in the Australian Capital Territory.
- 10.4 Notwithstanding the existence of a dispute each party shall continue to perform its obligations under this Contract.

11. Termination

- 11.1 The Authority may immediately terminate this Contract by written notice to the Contractor ("**Notice of Termination**") where:
- 11.1.1 the Contractor breaches this Contract and, where the breach is capable of remedy, does not remedy the breach within 7 days of receiving a notice from the Authority requiring it to do so ("**Notice of Breach**");
- 11.1.2 the Contractor, or any of the Specified Personnel, ceases to hold any delegation, appointment or qualification which, in the Authority's reasonable opinion, is required for the Contractor to be able to perform the Contract Services;
- 11.1.3 an event ("**Notifiable Event**") such as but not limited to insolvency, conflict of interest, litigation, regulatory or administrative proceedings, investigations or allegations, whether admitted or contested, brought or threatened by another person, occurs in respect of the Contractor;
- 11.1.4 a Notifiable Event occurs in respect of an Employee or the Specified Personnel of the Contractor which, in the Authority's reasonable opinion, may have a material adverse effect on the Contract Services; or
- 11.1.5 there is a failure of any of the warranties given by the Contractor in this Agreement.
- 11.2 The Authority may at any time, by written notice, terminate or constrict the Contract or any part of the Contract and upon such notice being given the Contractor shall cease or reduce work according to the tenor of the notice and shall forthwith immediately do everything possible to mitigate consequential losses.
- 11.3 In that event the Contractor may submit a claim for compensation and the Authority shall pay to the Contractor such sums as are fair and reasonable in respect of any loss sustained by the Contractor in unavoidable consequence provided that:
- 11.3.1 the Contractor shall not be entitled to compensation for loss of prospective profits; and
- 11.3.2 the Authority shall not be liable to pay any sum which, in addition to any amounts paid or due or becoming due to the Contractor under this Contract, would exceed the full price of the Contractor ordinarily payable under the Contract.

12. Default

- 12.1 If the Contractor fails within 7 days after receipt of written notice, to remedy any default in the performance of the following obligations, namely:
- 12.1.1 to commence or to proceed at the rate of progress strictly in accordance with the Contract; or,
- 12.1.2 to perform or observe the terms and conditions of the Contract,
- the Authority may by written notice, terminate the Contract and recover from the Contractor any loss or damage suffered by the Authority.

13. Applicable Law

- 13.1 The Contract shall be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory.

- 13.2 The Contractor shall ensure that work done under the Contract complies with the laws from time to time in force in the State or Territory in which the Contract Services, or any part thereof, are to be carried out.

14 National Code of Practice for the Construction Industry

- 14.1 The Contractor must comply with the National Code of Practice for the Construction Industry (the Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (the Guidelines), revised September 2005, reissued June 2006. Copies of the Code and Guidelines are available at www.workplace.gov.au/building.
- 14.2 Compliance with the Code and Guidelines shall not relieve the Contractor from responsibility to perform the Contract, or from liability for any defect in the works arising from compliance with the Code and Guidelines.
- 14.3 Where a change in the Contract is proposed and that change would affect compliance with the Code and Guidelines, the Contractor shall submit a report to the Commonwealth specifying the extent to which the Contractor's compliance with the Code and Guidelines will be affected.
- 14.4 The Contractor shall maintain adequate records of the compliance with the Code and Guidelines by:
- (a) the Contractor;
 - (b) its Subcontractors;
 - (c) material suppliers;
 - (d) consultants; and
 - (e) its Related Entities**.
- 14.5 If the Contractor does not comply with the requirements of the Code or the Guidelines in the performance of this Contract such that a sanction is applied by the Minister for Education, Employment and Workplace Relations, the Code Monitoring Group^{##} or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Contractor or a related entity in respect of work funded by the Commonwealth or its agencies.
- 14.6 The Contractor must not appoint a subcontractor, consultant or material supplier in relation to the Project where the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations.
- 14.7 The Contractor agrees to require that it and its subcontractors, consultants or material suppliers and its related entities provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:
- (a) inspect any work, material, machinery, appliance, article or facility;
 - (b) inspect and copy any record relevant to the Project and Works the subject of this Contract; and
 - (c) interview any person
- as is necessary to allow validation of its compliance with the Code and Guidelines.
- 14.8 Additionally, the Contractor agrees that the Contractor and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.
- 14.9 For the avoidance of doubt, Clause 14.7 applies in relation to the Contractor's new privately funded construction sites.

14.10 The Contractor shall ensure that all subcontracts impose obligations on the subcontractor's equivalent to the obligations under these Contract Clauses.

****Related Entity and Material Supplier** has the same meaning as given to that term in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005, reissued June 2006 available at www.workplace.gov.au/building

##Code Monitoring Group has the same meaning as is given to that term in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005, reissued June 2006 available at www.workplace.gov.au/building

DECLARATION OF COMPLIANCE

Declaration of Compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines (Revised September 2005, Reissued June 2006)

This declaration must be completed by the Tenderer and lodged with its Tender. Any Tender in which this schedule is not completed may be regarded as Informal and not considered further in the evaluation of Tenders.

Name of Australian Government project tendered for:

.....
.....

Name of Tenderer, ABN and ACN:

.....
.....

1. The Tenderer confirms that it has complied with the National Code of Practice for the Construction Industry (the Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (the Guidelines), revised September 2005, reissued June 2006, in preparing this Tender.
2. The Tenderer undertakes that it complies with Code and Guidelines, and has complied with the Code and Guidelines from the time of lodgement of this tender, and that it will require compliance by its related entities (see section 2.6 of the Guidelines).
3. The Tenderer undertakes to ensure compliance from all subcontractors (which includes consultants and material suppliers) engaged on this project, should it be the successful Tenderer. All contracts must expressly require compliance with the Code and Guidelines.
4. The Tenderer agrees that it and its subcontractors and its related entities will provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:
 - (a) inspect any work, material, machinery, appliance, article or facility;
 - (b) inspect and copy any record relevant to the Project and Works the subject of this Contract;
 - (c) interview any person; and
 - (d) any document requested under this contract. The document must be provided within the period specified either in person, by fax or by post,
 as is necessary to allow validation of its compliance with the Code and Guidelines.
5. The Tenderer acknowledges that it is aware the Commonwealth or Minister for Employment and Workplace Relations may impose a sanction on a Tenderer or Contractor that does not comply with the Code and Guidelines.

The sanction imposed may include but is not limited to:

- (a) the reporting of the breach to an appropriate statutory body or law enforcement agency (if there is evidence that the breach may also be a breach of a Commonwealth or State law), or industry association;
 - (b) issuing of a formal warning that future breaches may lead to more significant sanctions;
 - (c) preclusion from tendering for any Commonwealth work for a specified period;
 - (d) communication of sanction details to all Commonwealth agencies to ensure a 'whole-of-government' approach;
 - (e) publication of details of the breach and identification of the party committing the breach; and
 - (f) reduction in the number of tendering opportunities that are given.
6. The Tenderer is to select which of the following clauses in italics is appropriate and delete the remaining clause:

a)

The Tenderer hereby gives its consent, and confirms that its related entities give their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the Tenderer's and its related entities' compliance with the Code and Guidelines and whether or not a sanction has been imposed on the Tenderer and/or related entity of the Tenderer, for the exercise of their statutory and portfolio responsibilities (the Purposes).

OR

b)

The Tenderer has previously given its consent, and confirms that its related entities have previously given their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the Tenderer's and its related entities' compliance with the Code and Guidelines and whether or not a sanction has been imposed on the Tenderer and/or a related entity of the Tenderer for the exercise of their statutory and portfolio responsibilities (the Purposes), and confirms that the Tenderer and its related entities have not revoked that consent.

7. The Tenderer has obtained or will obtain the consent of each subcontractor, consultant and material supplier proposed in its Tender to disclosure by the Commonwealth, its agencies and ministers, of information concerning the proposed subcontractors, compliance with the Code and Guidelines and whether or not a sanction has been imposed on any proposed subcontractor, for the Purposes.
8. The Tenderer acknowledges that the consents provided in clause 6 are not limited to this Tender process as the Tenderer is expected to comply with the Code in future projects.
9. The Tenderer will:
- (a) Describe how the Tenderer has complied with the Code and Guidelines in the past (if the Tenderer has undertaken Australian Government funded construction work in the past) and how it will comply if successful. For example:
 - (i) comply with the Code and Guidelines;

- (ii) require compliance with the Code and Guidelines from all subcontractors before doing business with them;
 - (iii) apply the Code and Guidelines to privately funded projects that commence after they first lodge an expression of interest or tender for Australian Government projects if the expression of interest or tender occurs on or after 1 November 2005;
 - (iv) ensure that contractual documents allow for a person occupying a position in the ABCC to access sites, documents and personnel to monitor compliance with the Code and Guidelines, including privately funded construction sites;
 - (v) project managers or head contractors must establish appropriate processes to ensure freedom of association;
 - (vi) ensure there is an occupational health safety and rehabilitation (OHS&R) plan for the project;
 - (vii) ensure that where threatened or actual industrial action occurs on a project, contractors, subcontractors, consultants or employees report such action to the client agency;
 - (viii) respond to requests for information concerning Code-related matters made on behalf of Code Monitoring Group (CMG);
 - (ix) where practicable, ensure contractors or subcontractors initiate voluntary remedial action aimed at rectifying non-compliant behaviour when it is drawn to their attention;
 - (x) ensure that CMG secretariat is notified of any alleged breaches, voluntary remedial action taken or other Code-related matters within 21 days of the party becoming aware of the alleged breach; and
 - (xi) be aware that and ensure that sanctions applied under the Code are enforced including the exclusion of identified parties from work opportunities in accordance with decisions advised by CMG.
- (b) Where the Tenderer proposes to subcontract an element of the work, the Tenderer is either to:
- (i) provide the information detailed at (a) in relation to each subcontractor; or
 - (ii) detail how the Tenderer intends to ensure compliance with the Code and Guidelines by each subcontractor.

Privately Funded Projects:

The Tenderer declares that, in respect to privately funded projects:

10. The Tenderer and its related entities will comply with the Code and Guidelines on all the Tenderer's and its related entities' future privately funded projects.
11. The Tenderer shall maintain adequate records of compliance with the Code and Guidelines by the Tenderer, its subcontractors and related entities.
12. The Tenderer agrees that it and any of its related entities will provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:
 - (a) inspect any work, material, machinery, appliance, article or facility;

- (b) inspect and copy any record relevant to the Project and Works the subject of this Contract; and
- (c) interview any person

as is necessary to allow validation of its compliance with the Code and Guidelines.

Additionally, the Tenderer agrees that the Tenderer and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.

13. The Tenderer will ensure that the Tenderer and its related entities permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to have access to records and to the related entities' and subcontractors' premises (to inspect and copy records), as is necessary to ensure that the subcontractors and related entities are complying with the Code and Guidelines.

[To be signed by Tenderer—insert appropriate signature block.]

CONSTRUCTION MANAGEMENT TRADE CONTRACT – EXCEPTIONS TO GENERAL CONDITIONS (AS4917-2003)

Please note the following AMSA exceptions to the terms of AS4917-2003:

Clause	Purpose	Exception
Clause 44 - Item 33 (g)	Services and facilities - General	AMSA as Principal will not be providing any of the items listed in the services and facilities section of the contract and any submission should be costed accordingly. Delete items ii) to iv)
	National Code of Practice for the Construction Industry	Insert the contract clauses as detailed immediately beneath this table

1. The Contractor must comply with the National Code of Practice for the Construction Industry (the Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (the Guidelines), revised September 2005, and reissued June 2006. Copies of the Code and Guidelines are available at www.workplace.gov.au/building.
2. Compliance with the Code and Guidelines shall not relieve the Contractor from responsibility to perform the Contract, or from liability for any defect in the works arising from compliance with the Code and Guidelines.
3. Where a change in the Contract is proposed and that change would affect compliance with the Code and Guidelines, the Contractor must submit a report to the Commonwealth specifying the extent to which the Contractor's compliance with the Code and Guidelines will be affected.
4. The Contractor shall maintain adequate records of the compliance with the Code and Guidelines by:
 - (a) the Contractor;
 - (b) its Subcontractors;
 - (c) consultants;
 - (d) material suppliers (see Guidelines for meaning including section 2.1 of the Guidelines); and
 - (e) its Related Entities (see Guidelines for meaning including section 2.6 of the Guidelines).
5. If the Contractor does not comply with the requirements of the Code or the Guidelines in the performance of this Contract such that a sanction is applied by the Minister for

Employment and Workplace Relations, the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Contractor or a related entity in respect of work funded by the Commonwealth or its agencies.

6. The Contractor must not appoint a subcontractor, consultant or material supplier in relation to the Project where the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations.
7. The Contractor agrees to require that it and its subcontractors, consultants or material suppliers and its related entities provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:
 - (a) inspect any work, material, machinery, appliance, article or facility;
 - (b) inspect and copy any record relevant to the Project and Works the subject of this Contract; and
 - (c) interview any personas is necessary to demonstrate its compliance with the Code and Guidelines.
8. Additionally, the Contractor agrees that the Contractor and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.
9. For the avoidance of doubt, Clause 7 applies in relation to the Contractor's new privately funded construction sites.
10. The Contractor shall ensure that all subcontracts impose obligations on the subcontractors equivalent to the obligations under these Contract Clauses.

Declaration of Compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines (Revised September 2005, Reissued June 2006)

LOT 591 – PRETTY POOL SUB-DIVISION – DESIGN AND CONSTRUCTION OF RESIDENCE

.....
.....

Name of Tenderer, ABN and ACN:

.....
.....

1. The Tenderer confirms that it has complied with the National Code of Practice for the Construction Industry (the Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (the Guidelines), revised September 2005, reissued June 2006, in preparing this Tender.
2. The Tenderer undertakes that it complies with Code and Guidelines, and has complied with the Code and Guidelines from the time of lodgement of this tender, and that it will require compliance by its related entities (see section 2.6 of the Guidelines).
3. The Tenderer undertakes to ensure compliance from all subcontractors (which includes consultants and material suppliers) engaged on this project, should it be the successful Tenderer. All contracts must expressly require compliance with the Code and Guidelines.
4. The Tenderer agrees that it and its subcontractors and its related entities will provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:
 - (a) inspect any work, material, machinery, appliance, article or facility;
 - (b) inspect and copy any record relevant to the Project and Works the subject of this Contract;
 - (c) interview any person; and
 - (d) any document requested under this contract. The document must be provided within the period specified either in person, by fax or by post

as is necessary to allow validation of its compliance with the Code and Guidelines.
5. The Tenderer acknowledges that it is aware the Commonwealth or Minister for Employment and Workplace Relations may impose a sanction on a Tenderer or Contractor that does not comply with the Code and Guidelines.

The sanction imposed may include but is not limited to:

- (a) the reporting of the breach to an appropriate statutory body or law enforcement agency (if there is evidence that the breach may also be a breach of a

- Commonwealth or State law), or industry association;
- (b) issuing of a formal warning that future breaches may lead to more significant sanctions;
 - (c) preclusion from tendering for any Commonwealth work for a specified period;
 - (d) communication of sanction details to all Commonwealth agencies to ensure a ‘whole-of-government’ approach;
 - (e) publication of details of the breach and identification of the party committing the breach; and
 - (f) reduction in the number of tendering opportunities that are given.
6. The Tenderer is to select which of the following clauses in italics is appropriate and delete the remaining clause:
- a)

The Tenderer hereby gives its consent, and confirms that its related entities give their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the Tenderer’s and its related entities’ compliance with the Code and Guidelines and whether or not a sanction has been imposed on the Tenderer and/or related entity of the Tenderer, for the exercise of their statutory and portfolio responsibilities (the Purposes).
- OR
- b)

The Tenderer has previously given its consent, and confirms that its related entities have previously given their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the Tenderer’s and its related entities’ compliance with the Code and Guidelines and whether or not a sanction has been imposed on the Tenderer and/or a related entity of the Tenderer for the exercise of their statutory and portfolio responsibilities (the Purposes), and confirms that the Tenderer and its related entities have not revoked that consent.
7. The Tenderer has obtained or will obtain the consent of each subcontractor, consultant and material supplier proposed in its Tender to disclosure by the Commonwealth, its agencies and ministers, of information concerning the proposed subcontractors, compliance with the Code and Guidelines and whether or not a sanction has been imposed on any proposed subcontractor, for the Purposes.
8. The Tenderer acknowledges that the consents provided in clause 6 are not limited to this Tender process as the Tenderer is expected to comply with the Code in future projects.
9. The Tenderer will:
- a) Describe how the Tenderer has complied with the Code and Guidelines in the past (if the Tenderer has undertaken Australian Government funded construction work in the past) and how it will comply if successful. For example:
 - (i) comply with the Code and Guidelines;
 - (ii) require compliance with the Code and Guidelines from all subcontractors before doing business with them;
 - (iii) apply the Code and Guidelines to privately funded projects that commence after they first lodge an expression of interest or tender for Australian

Government projects if the expression of interest or tender occurs on or after 1 November 2005;

- (iv) ensure that contractual documents allow for a person occupying a position in the ABCC to access sites, documents and personnel to monitor compliance with the Code and Guidelines, including privately funded construction sites;
 - (v) project managers or head contractors must establish appropriate processes to ensure freedom of association;
 - (vi) ensure there is an occupational health safety and rehabilitation (OHS&R) plan for the project;
 - (vii) ensure that where threatened or actual industrial action occurs on a project, contractors, subcontractors, consultants or employees report such action to the client agency;
 - (viii) respond to requests for information concerning Code-related matters made on behalf of Code Monitoring Group (CMG);
 - (ix) where practicable, ensure contractors or subcontractors initiate voluntary remedial action aimed at rectifying non-compliant behaviour when it is drawn to their attention;
 - (x) ensure that CMG secretariat is notified of any alleged breaches, voluntary remedial action taken or other Code-related matters within 21 days of the party becoming aware of the alleged breach; and
 - (xi) be aware that and ensure that sanctions applied under the Code are enforced including the exclusion of identified parties from work opportunities in accordance with decisions advised by CMG.
- (b) Where the Tenderer proposes to subcontract an element of the work, the Tenderer is either to:
- (i) provide the information detailed at (a) in relation to each subcontractor; or
 - (ii) detail how the Tenderer intends to ensure compliance with the Code and Guidelines by each subcontractor.

Privately Funded Projects:

The Tenderer declares that, in respect to privately funded projects:

10. The Tenderer and its related entities will comply with the Code and Guidelines on all the Tenderer's and its related entities' future privately funded projects.
11. The Tenderer shall maintain adequate records of compliance with the Code and Guidelines by the Tenderer, its subcontractors and related entities.
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 - (a) inspect any work, material, machinery, appliance, article or facility;
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 - (c) interview any person
 as is necessary to allow validation of its compliance with the Code and Guidelines.

Additionally, the Tenderer agrees that the Tenderer and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.

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[To be signed by Tenderer—insert appropriate signature block.]

DRAFT SCOPE OF WORKS FOR CONSTRUCTION OF RESIDENCES

AMSA is seeking a turnkey solution for the construction of residences on two blocks of land within the Pretty Pool sub-division in Port Hedland. The first residence is to be built on Lot 591 and following its completion, and subject to settlement of the purchase of Lot 682, the second residence is to be built.

NOTE 1: Lot 591 has a street frontage of 18 metres – any design will be required to take this into account. The purchase of Lot 682 is expected to be settled by August 2009 and dimensions are not yet finalised.

The turnkey solution is viewed as including the following:

- Design and approval by LandCorp and local council
- All fees associated with the design, approval and construction
- Internal finish to a quality standard – including window furnishings, floor furnishings, painting, tiling, joinery
- Full fencing and landscaping to meet Pretty Pool compulsory guidelines and local standards including driveways and any appropriate paving
- Full clean allowing immediate access by tenant following Practical Completion and issuing of a certificate of occupancy (or equivalent).

STANDARDS TO BE MET IN DESIGN AND BUILD

1. All Pretty Pool compulsory design guideline elements accounted for (See Attachment 1 and the Pretty Pool Design Guidelines document at Attachment 2).
2. All nominated landscaping guidelines are accounted for (See Attachment 3 and the Pretty Pool Design Guidelines document at Attachment 2).
3. All local council requirements accounted for including cyclone construction requirements.
4. All WA sustainability requirements – including 5 star plus requirements for meeting the water use in houses code (including 3 or 4 star water fittings and fixtures and the 2008 changes requiring plumbing for future alternative water and grey water diversion systems).
5. BCA energy and water conformance appropriate to Zone 1 (for Port Hedland).
6. Achieve close to 100% recycling of waste within the building program.

NOTE 2: Any submitted design that does not meet the Pretty Pool guidelines will be deemed to be a non-conforming submission and will not be considered further.

ADDITIONAL ITEMS THAT MAY OR MAY NOT FORM PART OF STANDARD BUILD COSTS BUT MUST BE INCLUDED IN THE SCOPE OF WORKS ALLOWED FOR

1. Gyprock cornices to all walls throughout the house.
2. 4 x TV points (family, lounge/theatre, Bed 1 and Bed 2).
3. TV antenna appropriate to receive standard local broadcast channels.
4. 3 x phone jack (kitchen, bed 1, lounge/theatre).

5. Lounge Theatre – 3 x double GPO.
6. Family room – 3 x double GPO.
7. Kitchen – 3 x double GPO.
8. Bed 1 & 2 – 2 x double GPO.
9. 1 x External GPO at alfresco/verandah area and 2 x external GPO in carport.
10. Dishwasher to be provided.
11. Heat Pump HWS – approximately 300 litre capacity.
12. Gas cooktop – minimum 4 burners (note – electric oven).
13. Cyclone screens or shutters.
14. Flooring – tiles throughout (ie no carpet in bedrooms – tiles throughout) – with a different tile for living areas than for wet areas.
15. Amplimesh or equivalent security screens throughout (ie windows and doors).
16. Air-conditioning package for a/c throughout (meeting design guidelines for noise etc) – Daiken or equivalent.
17. Vertical blinds throughout.
18. Standard size clothesline.
19. A letter box reflecting the exterior style of the residence and any necessary Australia Post/local council requirements for letter boxes.
20. Full clean for immediate tenancy at PC (ie a builders clean is not sufficient).

PART 1 – PRETTY POOL COMPULSORY DESIGN GUIDELINES

BREEZES

- Houses must be orientated to catch the cool breezes
- Large openings must be located on the north west and south east sides of the house
- Breeze diagram must be included with any submissions for design approval
- At least one breeze wall located within the house

SHADING

- At least two sides of the house must be surrounded by a verandah of minimum width 1800mm
- Sides of the house with no verandah must be shaded by an eave of at least 900mm

CEILING HEIGHTS

- All ceilings should have a minimum height of 2700mm above floor level to all habitable areas
- Where this is not possible the ceiling must be a minimum of 2400mm above floor level provided all main living areas have raked/cathedral type ceilings

FRONT SETBACK

- The minimum front setback should be 2m to an average of 4m
- The garage or carport must be setback at least 2m behind the front wall of the front façade

OUTDOOR EATING AREA

- All residences shall have a shaded outdoor area adjacent to the main living area with a minimum width of 2.6m and a minimum area of 20m²

COLOUR AND MATERIALS

- Use of colours that reflect the local environment are encouraged, keeping in mind lighter colours absorb less heat into the building.

WINDOWS

- All windows must have some form of shading or awning structure
- Detailing around windows is recommended

ROOF

- Minimum insulation required in the roof is R3.5
- Roof must be light coloured to reduce heat absorption
- If a steel roof is used it must be one of the following colours: Hedland, manor red, sandbank, classic cream, surfmist, paperbark, dune, shale grey, windspray, bushland, pale eucalypt, wilderness or zincalume
- R1.5 anticon should be added to the underside of the metal sheet to further reduce the transfer of heat into the roof space

TURTLE SENSITIVE LIGHTING

- Each house may have a maximum of one front door light, one back door light and one garage light
- All external lighting shall utilise a fitting that recesses the bulb into the fixture and directs the light downwards
- All external lights must be low pressure sodium vapour lighting, yellow or orange bug lights, red light-emitting diodes (LED's) or amber incandescent lamps of 40 watts or less
- The following are prohibited: pole mounted fixtures, floodlights, non directional lights, all fluorescent lighting including compact fluorescents, and lighting that does not comply with these guidelines
- All external front door and garage lights must be on motion switches which activate the light source when approached and turns off automatically after a set duration
- Lighting for outdoor eating/living areas must be shielded with screens and comply with lighting requirements in these guidelines

AIR CONDITIONING MANAGEMENT

- Sound levels of all external air conditioning units must be a maximum of 35dBA in accordance with the Environmental Protection (Noise) Regulations of 1997
- Roof mounted air conditioners must be located to the rear of your roof where they cannot be viewed from the street, and not easily seen from the neighbouring properties (NOTE: as a safety issue, AMSA would prefer that all units be mounted no higher than safe to reach and work on from ground level)

HOT WATER SYSTEMS

- AMSA's requirement is for a ground mounted heat pump Hot Water System to service the property

WATER AND ENERGY MANAGEMENT (Note: these are AMSA compulsory requirements)

- Water efficient tapware and toilets
- 3 star rated aerated shower rose
- 3 star rated tapware and flow regulators
- Minimum 4 star rated appliances
- Light fixtures with control devices

GARAGES, FENCES AND ANCILLARY SERVICES

- Provision must be made for vehicle access through to the rear of the property via a 3m setback
- Cross overs are to be installed such that they do not interfere with street trees
- At least one shade tree is to be planted at the front of the house from the species list provided, approved by Council's Planning Services
- The zone between the front façade and the front boundary should be appropriately landscaped
- All species of palm tree are restricted to the rear of the property

- All planting bed soil must be treated with soil conditioner and have 100% garden mulch
- A minimum 750mm wide planting zone is recommended between the driveway and the side boundary of the adjoining property
- Law areas are to be minimised and contained to the rear of the property
- Vine arbours are encouraged to define or compliment outdoor living areas
- Ground cover plantings are encouraged to reduce the amount of mulching in all landscaped areas

PART 2 – LANDCORP'S PRETTY POOL DESIGN GUIDELINES

The Guidelines are available from the WA Landcorp website at
<http://www.landcorp.com.au/project/pretypool>

Part 3 - LANDSCAPING SCOPE OF WORKS

The landscaping works includes, but is not limited to, the provision of all labour, plant, equipment and materials necessary to satisfactorily carry out and complete the Works, all in accordance with the manufacturer's recommendations, specifications and approved drawings.

The design package should include a detailed layout of intended landscaping works (including specifics of all concrete driveways and pathways, plantings, locations, dimensions etc) for approval.

The trade contractor is deemed to have made allowance for the following works, which may not be specifically detailed within the tender documentation but which are necessary to complete the scope of works in accordance with the requirements of the Principal:

- Landscaping as detailed on the landscaping drawings including but not limited to the supply and install of concrete path ways, stepping stones, planting beds, grassing and other plantings including trees as per relevant Australian standards, local conditions, industries code of practice, BCA requirements and legislation.
- Design and Construction of an appropriate irrigation system to suit the submitted landscaping including provision of shop drawings for approval of the system.
- Disposal of all spoil in accordance with best practice provisions
- Locating of existing services via dial before you dig and investigations onsite including tracing alike
- Pot holing for the location of all known and unknown existing services
- Noise suppression measures as required
- Temporary barricades around all open excavations, pits, column pads etc until filled with concrete
- Temporary barricades/side protection to any temporary ramps established
- All obvious sundries and minor works to complete this contract works
- Verify all dimensions and levels on site, prior to fabrication and delivery. Advise The Construction Manager of any discrepancies or conflict with dimensions as documented
- Coordination of trade contract work with other trades, including permitting access to other areas
- Provision of all necessary access and scaffolding for the works