



CONTRACT: C-23-LI-005

Pembroke Park BMX Facility

SORELL COUNCIL

CLOSE OF TENDERS:

Friday 7th October 2022, 2.00pm

Tender Box, Sorell Council

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Conditions of Tendering

Nature of Contract

The Contract for which a Tender in accordance with these conditions is to be made will be a Lump Sum Contract. The Lump Sum Tender is for the completion of the whole of the Works described and intended in the Tender Documents (described below) and executed in accordance therewith.

No adjustments will be made to the Contract price to cover rise and fall in labour, material and other costs.

Tender Documents

The Tender Documents shall be these Conditions of Tendering, AS2124-1992 General Conditions of Contract, the Tender Form, the Schedules, the Specification including Bill of Quantities, the Drawings and any drawings and written statements required by any of the aforesaid documents to be submitted by the Tenderer.

Construction Programme

Tenderers are required to provide a Gantt chart with their Tender which indicates their delivery of the various components of the Works.

Tenders requiring alterations to the proposed timetable must offer an alternative and give reasons.

Contents of Tender

The Tender submitted shall be prepared in accordance with the following requirements.

- (i) The Tender shall be submitted upon the Tender Form provided and all the Tender Documents shall be deemed to form part of the Tender. The Tenderer shall sign the Tender, or if the Tenderer be a Corporation, affix its common seal in the manner prescribed by its Articles of Association or otherwise have the Tender signed appropriately and formally.
- (ii) Each Tender shall contain a postal and an email address for service of any notice required to be given to the Tenderer in connection with their Tender.

Notwithstanding any other Conditions of Tendering the following documents shall be submitted with the Tender:

- Signed Tender Form
- Completed Bill of Quantities
- Signed Schedule of any proposed sub-contractors
- Signed Schedule of non-compliance for any alternative Tender including relevant drawings
- Signed Schedule of previous experience on similar work
- Construction programme including separate methodology statement of construction whilst keeping sports grounds operational
- Work Health & Safety and Environmental Management Plans

These shall be completed and signed in original ink.

Tenderers to Inform Themselves

Tenderers are required to be aware of all matters relating to the Contract, including the availability of all necessary materials, prior to submitting their Tender. The Principal will not accept claims for extra costs or extensions of time for delays caused by the unsuitability of material resources.

Tenderers shall be deemed to have inspected the site, to have assessed the conditions relating to the site, and to have allowed for such conditions in their Tender. This shall include investigation of suitable access roads for the safe transport of all materials and components required for the completion of the Works.

Bill of Quantities

The Bill of Quantities has been prepared by the consultant and Sorell Council to assist Tenderers in the preparation of their Tender.

The items and quantities are not warranted as correct and any bids submitted must be based on the Tenderer's own investigation and enquiries. In particular, Tenderers must allow for all work shown on the Drawings and included in the Specification including all work necessarily arising therefrom and should revise or amend, before tendering, the quantities and/or items contained in the Bill of Quantities if, in the opinion of the Tenderer the Bill does not correctly or fully represent all of the Works.

Anomalies, Interpretation and Omitted Items

All items, either indicated on the Drawings or written in the Specification, form part of the Contract.

Where a Tenderer has any doubt about the meaning of any portion of the Tender Documents or where a discrepancy exists between the Drawings and Specification, the Tenderer shall either:

- (i) ask for clarification, which shall only be valid if issued to the Tenderer in writing; or
- (ii) include a statement of interpretation upon which the Tender has been based.

Any clarification given in (i) may be issued to all prospective Tenderers as an addendum (Notice to Tenderers).

Provided that the Bill of Quantities omits an item(s), which should reasonably have been anticipated by an experienced and competent Tenderer, necessary for the satisfactory completion and performance of the Works, the Tenderer shall insert such omitted item(s) in the Bill with a price for each item. In the event of the failure of the Tenderer to do so, the cost of such item(s) will be deemed to be included within other items.

Alternative Tenders

Tenderers may submit proposals for alternatives to the design as documented or for other specified items as long as a conforming tender is also submitted.

Any alternative to the Tender must be listed separately, clearly identifying the changes offered (on the Schedule of Non-compliance form) and the revised Lump Sum.

Enquiries

All enquiries during the Tender period shall be directed to Anthony Walters, Project Engineer at Sorell Council (03) 6269 0050 / 0417 307 451 or via email: Anthony.Walters@sorell.tas.gov.au.

Lodgement of Tenders

Tenders in writing are invited and will be received at the Sorell Council Office, 47 Cole Street, Sorell, Tasmania, up until 2pm, Friday 7th October 2022.

Tenders must be submitted in a sealed envelope and clearly marked "**Tender No. C-23-LI-005**" and lodged in the Tender Box provided in the foyer of the Sorell Council or forwarded through Australia Post for delivery prior to the above date and time.

Tenders may also be sent via email to sorell.council@sorell.tas.gov.au , titled "**Tender No. C-23-LI-005**" in the email Subject line and be received prior to the above date and time, noting that late tenders will still not be accepted.

Late tenders or tenders submitted by facsimile machine will **not** be accepted. **The lowest (nor any) tender will not necessarily be accepted.**

Tenders forwarded through Australia Post shall be addressed as follows:

"Tender No C-23-LI-005"

Sorell Council

PO Box 126

Sorell TAS 7172

Late Tenders

Late Tenders will not be accepted.

Opening of Tenders

Tenders will be opened as soon as possible after the closing time. Tenderers will not be present at the opening.

Informal Tenders

Any Tender which does not comply with the requirements of the Tender Documents is likely to be rejected.

Errors in Tenders

Any errors in extension or addition (or both) discovered in the Bill of Quantities at evaluation of Tenders shall be corrected in a manner agreed to between the Principal and the Tenderer so that the total in the Bill of Quantities continues to equal the tendered Lump Sum.

Failure to reach agreement shall result in the Tender being rejected.

Selection Criteria

The evaluation process will be undertaken with the aim of determining the lowest price acceptable conforming tender, or an acceptable alternative tender that demonstrates best value for money. Tender will be assessed against the following evaluation criteria:

Complying tenders will be assessed by scoring and weighting of the following criteria:

1. **Previous Experience (20%)** - Tenderers with more extensive experience in work similar to that described in the specification and drawings will be more favourably scored. Details of relevant projects completed by the Tenderer, and/or individual staff, will enable the level of experience to be more accurately assessed.
2. **Supervision and Quality Assurance (15%)**
 - **Supervision** - Tenderers are to provide details of the qualifications and experience of all supervisory staff to be utilised on the Contract, including the degree and nature of

the supervision to be provided by each nominated staff member. The more comprehensive supervision will be more favourably scored.

- *Quality Assurance* – Tenderers with third party ISO 9002 accreditation will be more favourably scored. In the absence of such accreditation details of any quality scheme in place to aid in achieving compliance with the Contract should be provided, including detail of projects where the Tenderer has successfully utilised the quality scheme previously.
3. *Workplace Health Safety & Environment (W.H.S. & E.) (15%)* - Documented procedures to identify and exercise all necessary precautions for the health and safety of all personnel on site and be aware of and discharge its obligations under the Work Health and Safety Act 2012 and the related Regulations currently in force. Documented procedures to support Environmental relevant compliance with the Act and Codes of Practice.
 4. *Price (50%)* - A weighting price score is calculated using the average price, the tenderers price and the price percentage. During the period of the evaluation process, we may negotiate with individuals or businesses quoting to vary their quotes either on the grounds of technical capability, cost effectiveness, or matters relating to the combination of one part of the quote with another part of the quote. We also reserve the right to negotiate with several individuals or businesses to finalise the commercial terms to form a contract.

No less than 6 can be scored for the *Workplace Health Safety & Environment* sub-criteria for the tender to be considered further.

The following scores will be used to assess the above criteria:

Score	Description	Full Description
9-10	Superior	Demonstrated strengths in all issues and few if any weaknesses. Offers many benefits. Low risk and/or risks can be managed with low cost.
6-8	Good	Demonstrated strengths in most issues and few weaknesses. Offers many benefits. Low-moderate risk and/or risks can be managed with low-moderate cost.
4-5	Adequate	Demonstrated strengths in some issues and some weaknesses. Offers some benefits. Moderate risk and/or risks can be managed with moderate cost.
1-3	Poor to deficient	Demonstrated little strength and many weaknesses. Offers few benefits. Moderate-high risk and/or risks can be managed with moderate-high cost.
0	Unacceptable	Provides little if any information that can be assessed. Contains many errors and/or omissions. Doesn't address criteria.

Tenderers are requested to provide sufficient additional information in their tender submission to enable detailed assessment of the above-mentioned criteria. Failure to provide such information will be interpreted as acknowledgment that the Tenderer has not reached a satisfactory standard in that

area, and may incur the minimum score. There is no obligation on the Principal to pursue the Tenderer to provide additional information to that included in the tender.

Start Date

Start and finish dates for this project will be negotiated with the successful tenderer. Ideally the project will be completed by June 2023. You will need to provide a program that conforms to this, but alternatives may be considered.

Completion Time

The period for completion of the works is stated in the Annexure to the General conditions of contract conditions, AS2124-1992

The tenderer may submit different prices for different completion times.

Validity Period

Tenders shall remain valid for a period of **90 days** after the date of closing of Tenders.

Awarding of Contract

Before accepting a Tender, the Principal may require the Tenderer to submit any or all of the following:

- proof of his resources and ability to carry out the Works;
- an estimated monthly cash flow; and
- evidence of safety, environmental and quality systems of work.

Should the Tenderer fail to submit any of the required information in the time specified by the Principal, the Tender may be rejected.

A Tender shall be deemed to be accepted when a notice in writing of such acceptance is delivered to the successful Tenderer.

The Contract shall come into force on the date of acceptance of the Tender as the written acceptance constitutes the Contract until a formal agreement is executed or on a date acceptable (in writing) to both parties.

Notwithstanding the foregoing, the Principal shall not be bound to accept the lowest or any other Tender.

TENDER FORM

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

Address: _____ of _____

_____ hereby tender(s) to perform the work for.

Description **Pembroke Park BMX Facility**

_____ in accordance with the following documents:

BIKE Tracks Australia Drawings 3907:

- M001 TITLE PAGE
- M002 GENERAL NOTES
- M003 OVERALL PROJECT VIEW
- M004 HYDRAULIC SERVICES PLAN VIEW
- M005 ELECTRICAL - CONDUIT SERVICES PLAN VIEW
- M006 PROPOSED 1ST AND 2ND STRAIGHT
- M007 PROPOSED 3RD AND 4TH STRAIGHT
- M008 PROPOSED BERM DETAIL

C300 BMX START RAMP AND DETAILS

1. For the lump sum of

(\$..... – ex GST)

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

Insert date **DATED this day of2022**

.....
Signature of Tenderer

PART A

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

The law applicable is that of the State or Territory of: (Clause 1)	TASMANIA
Payments under the Contract shall be made at: (Clause 1)	HOBART
The Principal: (Clause 2):	SORELL COUNCIL
The address of the Principal:	47 COLE STREET SORELL TAS 7172
The Superintendent: (Clause 2)	RUSSELL FOX C/- SORELL COUNCIL
The address of the Superintendent:	47 COLE STREET SORELL TAS 7172
Limits of accuracy applying to quantities for which the Principal accepted rates: (Clause 3.3 (b))	No Limit
Bill of Quantities - the alternative applying: (Clause 4.1)	Alternative 1
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Not Applicable
# Contractor shall provide security in the amount of: (Clause 5.2)	Nil
# Principal shall provide security in the amount of:(Clause 5.2)	Nil
The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	7 DAYS
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	2.5%

Interest on retention moneys and security - that alternative applying: (Clause 5.9)	Alternative 2
The number of copies to be supplied by the Principal: (Clause 8.3)	2
The number of copies to be supplied by the Contractor: (Clause 8.4)	Not Applicable
The time within which the Superintendent must give a decision and return the Contractor's copies (Clause 8.4)	Not Applicable
Work which cannot be sub-contracted without approval: (Clause 9.2)	Nil
The percentage for profit and attendance: (Clause 11 (b))	Nil
The amount or percentage for profit and attendance (Clause 11 (c))	Nil
Insurance of the Works - the alternative applying (Clause 18)	Alternative 1
The assessment for insurance purposes of the cost of demolition and removal of debris: (Clause 18 (ii))	\$10,000.00
The assessment for insurance purposes of consultants fees: (Clause 18 (iii))	10% of Contract Value
The value of materials to be supplied by the Principal: (Clause 18 (iv))	Nil
The additional amount or percentage: (Clause 18 (v))	33 1/3%
Public Liability Insurance - the alternative applying (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$20,000,000.00 any one occurrence
The time for giving possession of the Site: (Clause 27.1)	One week from date of notification of acceptance of tender, or as agreed by both parties
# The time for Practical Completion: (Clause 35.2)	14 weeks from possession of site to complete.

# Liquidated Damage per day per separable portion: (Clause 35.6)	\$500.00
# Limit of Liquidated Damages: (Clause 35.7)	No Limit
# Bonus per day for early Practical Completion: (Clause 35.8)	Nil
# Limit of bonus: (Clause 35.8)	Not Applicable
Extra costs for Delay or Disruption: (Clause 36)	Nil
# The Defects Liability Period (Clause 37)	52 calendar weeks
The day charge for overheads, profit etc. for Daywork: (Clause 41(f))	To be stated by Tenderer
Times for payment claims: (Clause 42.1)	Monthly
Unfixed plant and materials for which payment claims may be made notwithstanding that they are not on the Site: (Clause 42.1 (ii))	Nil
Retention Moneys on: (Clause 42.3) (a)	2 x Bank Guarantees valued at 5% each of the total contract sum
(b)	items on Site but not yet incorporated into the Works: n/a;
(c)	items off Site but in Australia: n/a;
(d)	items not in Australia : n/a;
(e)	disbursements incurred by the contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract : n/a
Unfixed Plant or Materials - the alternative applying: (Clause 42.4)	Alternative 2
The rate of interest on overdue payments: (Clause 42.9)	8%
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	Four weeks
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 1
The person to nominate an	Chairman, Institution of Engineers

arbitrator: (Clause 47.3)

Tasmania Division

Location of arbitration: (Clause 47.3)

Hobart

- d. **Principal** in the Standard Terms means the Council;
- e. **Services** is a collective reference to the works described and specified in the Tender;
- f. **Tender** means the tender document dated and provided by the Council which is annexed hereto as Appendix 4.

1.2 Interpretation

In this Agreement except to the extent that the context requires otherwise or the contrary intention appears:

- a. references to any legislation or to any provision of any legislation shall include any modification, consolidation or re-enactment of, or any provision substituted for, and all statutory instruments issued under such legislation or provisions;
- b. where in this Agreement a period of time dating from a given day, act or event is specified or allowed for any purpose, the time shall be reckoned exclusive of that day or of the day on which the act or event occurred but inclusive of the day on which that period expires or in the event that any day on which the work or payment is to be done is not a Business Day such act, matter or thing shall be done on the immediately succeeding Business Day;
- c. words importing the singular or plural shall include the plural and the singular respectively;
- d. words importing any gender shall include every gender;
- e. a reference to a person includes a reference to a corporation, firm, authority, government or governmental agent;
- f. clause headings do not affect the interpretation of this Agreement;
- g. where a word or phrase is given a particular meaning in this Agreement, other cognate parts of speech and grammatical forms of that word or phrase shall have a corresponding meaning;
- h. references to a clause, paragraph, schedule, annexure or part shall be a reference to a clause, paragraph, schedule, annexure or part of this Agreement;
- i. every contract or undertaking expressed or implied by which more than one person is bound shall bind those persons and any two or greater number of them jointly and each of them severally;

- j. references to a party shall include that party's executors, administrators and permitted assigns, or being a Council, its successors and permitted assigns and any other person deriving title under those persons or Councils;
- k. reference to time shall be reference to Tasmanian time.

2. AGREEMENT TO PROVIDE SERVICES

- 2.1 The Contactor agrees to provide the Services in accordance with the terms and conditions of this Agreement.
- 2.2 In consideration for providing the Services, the Council agrees to remunerate the Contractor in accordance with this Agreement.
- 2.3 The Contractor warrants that it:
 - a. is competent and has the skills, qualifications, expertise and experience appropriate to perform the duties and obligations of the Contractor under this Agreement and to provide the Services; and
 - b. has an Australian Business Number and is registered for GST.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

- 3.1 The parties agree that the Contractor is engaged under this Agreement as an independent contractor and that the Contractor in performing its duties and obligations under this Agreement in no way is, or is intended to be, an employee, servant or agent of the Council.
- 3.2 The parties agree that the engagement of the Contractor is not an exclusive engagement. Whilst the Contractor does not provide the Services exclusively to the Council and is free to enter into other contracts with third parties, those other contracts:
 - a. must not place the Contractor in a conflict of interest, or possible conflict of interest, between the Contractor's obligations to the Council under this Agreement and the Contractor's obligations to the third party; and
 - b. must not take priority over the obligations of the Contractor under this Agreement.
- 3.3 When performing the Services the Contractor will adhere to the Council's policies regarding occupational health and safety, anti-discrimination, sexual harassment, drugs and alcohol, and any other matter as advised by the Council.

- 3.4 The Contractor will not, on behalf of its employees, sub-contractors, agents and any other persons or entities under the control or direction of the Contractor, claim upon the Council in respect of any leave entitlements, including (but not limited to) annual leave, public holidays, sick leave, long service leave, other entitlements or otherwise in respect of any claims under any relevant workers' compensation legislation, superannuation legislation or any other legislation or regulations affecting or relating to the relationship between an employer and employee.

4. **CONDUCT OF THE CONTRACTOR'S EMPLOYEES**

- 4.1 The Contractor, at all times whilst engaged in the provision of Services, must ensure that its employees, sub-contractors, agents and any other persons or entities under its control or direction:
- a. conduct themselves in a sober, civil, obliging and inoffensive manner;
 - b. perform the Services in as efficient a manner as possible;
 - c. be attired in a manner suitable to the performance of work being undertaken.
- 4.2 The Council is entitled to require any employee, sub-contractor, agent or any other persons or entity under the Contractor's control or direction to be excluded from any involvement with the provision of the Services if of the opinion the person concerned has persistently failed to comply with clause 4.1 of this Agreement.

5. **INSURANCE**

- 5.1 For the purposes of this Agreement the Contractor must take out and keep current at all times throughout the Term the following policies of insurance:
- a. A public liability policy of insurance in respect of the Contractors performance or non-performance of its obligations under this Agreement for an amount of \$20,000,000.
 - b. A workers compensation policy of insurance in accordance with the *Workers Rehabilitation and Compensation Act 1988* for any employees, sub-contractors, agents and any other persons or entities under the control or direction of the Contractor;
 - c. Compulsory third party insurance for injury to a person resulting from a motor vehicle accident.
- 5.2 The insurance policies required by clause 5.1 shall be taken out with an insurance company approved by the Council however the Council is not to unreasonably withhold approval.

5.3 If requested by the Council, the Contractor shall provide the Council with copies of the policies referred to in clause 5.1 from time to time and with the certificates of currency for such policies.

5.4 The Contractor shall not do or permit to be done anything as a result of which any insurance taken out by the Contractor or the Council may be rendered void or avoidable or which would cause the premium payable on any such insurance to increase.

6. **CONTRACTOR'S INDEMNITY**

6.1 The Contractor agrees to indemnify and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them arising out of, or in relation to:

- a. any negligent act or omission of the Contractor in the provision of the Services;
- b. any loss or damage to property or any person, including the employees, sub-contractors, agents and any other persons or entities under the control or direction of the Contractor, incurred in the provision of the Services;
- c. any loss, expense or damage incurred by the Council, its employees or agents as a result of the provision of the Services;
- d. any material loss, expense or damage incurred by the Council arising out of or in relation to any breach of this Agreement by the Contractor;

provided that the Contractor's liability to indemnify the Council will be reduced proportionately to the extent that any act or omission of the Council or employees or agents of the Council may have contributed to the loss, death or injury.

6.2 This clause does not merge upon the expiration or completion of this Agreement.

7. **CONTRACTOR'S WARRANTIES**

7.1 The Contractor acknowledges that it has made and given the Warranties set out in this clause 7 with the intention of inducing the Council to enter into this Agreement and that the Council has entered into this Agreement in full reliance on the Warranties.

7.2 The Contractor hereby expressly warrants to the Council that:

- a. the Contractor will exercise reasonable professional skill and care when carrying out its obligations under this Agreement;

- b. the Contractor, its employees and agents are possessed of the necessary skills and expertise required to fulfil its obligations under this Agreement;
- c. the Contractor is possessed of, or is readily able to obtain, all plant, equipment and labour required in order to fulfil its obligations under this Agreement;
- d. the Contractor is apprised of all industry standards applicable to the delivery of the Services under this Agreement and will perform its obligations under this Agreement strictly in accordance those industry standards;
- e. the Contractor will maintain all of the policies of insurance required by clause 5 of this Agreement;
- f. the Contractor will be solely responsible for the health and safety of the Contractor's employees, sub-contractors, agents and any other persons or entities under its control or direction and will at all time comply with all statutory requirements and industry standards regarding the health and safety of its employees.

(collectively referred to as the "**Warranties**").

7.3 The Contractor hereby indemnifies the Council against any claim or loss incurred or suffered by or brought or made or recovered against the Council (directly or indirectly) in connection with any inaccuracy in or any breach of any of the Warranties.

7.4 For the avoidance of doubt, the Warranties set out in this clause 7 are continuing in nature.

8. **DISRUPTION OF SERVICES**

8.1 If for whatever reason:

- a. the Contractor is unable to provide the Services in accordance with this Agreement; and
- b. such inability lasts for a period in excess of 14 days,

Council may engage any one or more third parties of its choosing to perform the Services until such time as the Contractor is able to reinstate provision of the Services.

8.2 All costs and expenses of engaging third parties pursuant to clause 8.1 (including legal costs and expenses on a full indemnity basis) ('**Costs**') will, at the option of the Council, be payable by the Contractor.

9. COMPLIANCE WITH LEGISLATION

9.1 The Contractor must observe and comply with any legislation, regulations, by-laws or statutory requirements which are relevant to the performance of the Services under this Agreement including, but not limited to:

- a. *Local Government Act 1993;*
- b. *Environmental Management and Pollution Control Act 1994;*
- c. *Traffic Act 1925;* and
- d. *Work Health and Safety Act 2012.*

10. ASSIGNMENT

10.1 The Contractor must not assign its obligations under this Agreement without first obtaining the prior written approval of the Council to do so.

10.2 Prior to performing any assignment of its obligations under this Agreement, the Contractor must satisfy the following conditions:

- a. any monies payable by the Contractor to the Council under this Agreement must have been paid in full;
- b. the Contractor must not be in breach of this Agreement;
- c. the Contractor must obtain the execution by the assignee of an appropriate assignment or document in a form approved by the Council;
- d. the Contractor must pay all costs incurred in the preparation of the assignment; and
- e. where the proposed assignee is a company then the Council may require the directors and/or controlling shareholders of the company to enter into a deed guaranteeing the performance by that company of the terms of the assignment. Such guarantee must be in a form acceptable to the Council and the costs incurred by the Council in the preparation and execution of the guarantee shall be paid by the Contractor.

11. NOTICES

11.1 Any notice or other document required to be given or served under this Agreement:

- a. shall be signed by the party giving the notice or by that party's solicitor;

- b. shall be in writing addressed to the address of the recipient shown in this Agreement or to such other address as it may have notified the sender; and
- c. will be deemed to be duly given or made:
 - i. in the case of personal delivery, when delivered to the recipient;
 - ii. in the case of a letter which is posted, three (3) Business Days after posting to the last known place of business or abode of the recipient or the recipient's registered office if the recipient is a Council; or
 - iii. in the case of a facsimile or email, when dispatched, but if such delivery or receipt is later than 4.00 p.m. (local time) on a day on which business is generally carried on in the place to which such communication is sent, it shall be deemed to have been duly given or made at the commencement of business on the next Business Day in that place.

12. GENERAL PROVISIONS

12.1 Governing law

This Agreement shall be governed by the laws of Tasmania and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Tasmania.

12.2 Remedies cumulative

Remedies provided in this Agreement in favour of Council or the Contractor arising because of an event of default by the Contractor or the Council or after a repudiation of this Agreement by the Contractor or the Council will not be deemed to be exclusive but will be cumulative and will be in addition to all other remedies existing at law, in equity or in bankruptcy. The election at any time to enforce any such remedies will in no way bar the later enforcement from time to time of any other such remedies.

12.3 No merger

None of the terms or conditions of this Agreement, nor any act, matter or thing done under or by virtue of, or in connection with this Agreement will operate as a merger of any of the rights and remedies of Council in or under this Agreement or otherwise. All such rights and remedies of Council will continue in full force and effect.

12.4 Delay

No failure or delay on the part of a party to exercise any power or right under this Agreement will operate as a waiver of that power or right. Nor will any single or partial exercise of any power or right under this Agreement preclude any other or further exercise of that power or right. A party will only be taken to have waived any

power or right under this Agreement, including (without limitation) any right in respect of any event of default by the other party, to the extent that the right or power has been expressly waived in writing by a director, secretary or other officer of that party, irrespective of any previous waiver of any other breach of the same or any other provision of this Agreement.

12.5 Entire Agreement

This Agreement is the entire agreement between the parties and may only be varied if such variation is in writing and signed by both parties.

12.6 Legal costs

Each party shall pay its own legal costs of and incidental to the preparation of this Contract.

12.7 Severance

Any provision of this Agreement which is prohibited, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability but that shall not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of such provision in any other jurisdiction.

EXECUTION CLAUSES

EXECUTED by the parties on the date of this Agreement

THE COMMON SEAL of THE)
SORELL COUNCIL)
was affixed in the presence of)

Witness sign

Witness name

CONTRACTOR)
)

Either

Witness sign

Witness name

OR

EXECUTED for and on behalf of }
CONTRACTOR }
in accordance with Section 127 of the }
Corporations Act 2001 (if applicable) }
}

.....
*Name of director/company secretary

.....
*Signature of director/company secretary

.....
*Name of director/company secretary

.....
*Name of director/company secretary

Schedule 1 – Proposed Sub-Contractors

Contract No. C-23-LI-005

The Tenderer is to advise the nature and extent of work proposed to be sub-contracted and the names of any proposed sub-contractors. Nominated sub-contractors cannot be changed without prior approval of Council.

Nature and value of work to be sub-contracted	Proposed sub-contractor (Name, ABN/ACN)	Relevant experiences & staffing details

Tenderers Name:
Signed:
Dated:

Schedule 2 – Statement of Non-Compliance

Contract No. C-23-LI-005

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

*This Tender ** does/does not conform*

Should the Tender not conform with the requirements of the Tender Documents, the Tenderer shall list below all areas of non-conformance and the reasons for such non-conformance.

Area of Non-Conformance and Reason

Tenderers Name:
Signed:
Dated:

DOCUMENT A – SPECIFICATION

SECTION 1 - PRELIMINARIES AND GENERAL REQUIREMENTS

1.1 Contract

All Works are to be carried out in accordance with the Australian Standard General Conditions of Contract A.S. 2124-1992 together with A.S. 2125-1992 and A.S. 2127-1992, the Standard Specifications attached, the drawings nominated below and to the satisfaction of the Superintendent. The Contractor shall obtain and make themselves familiar with all relevant Council By-Laws.

This contract shall be a lump sum contract not subject to Rise and Fall.

Clauses in this specification where appropriate shall over-ride clauses in the General Conditions of Contract and notes and details on the contract drawings shall over-ride this specification.

The term Engineer, Consulting Engineer, Supervisor shall be read to be the Superintendent in all parts of the Contract Documents, similarly the term Builder shall be read to be Contractor.

Refer Annexure to the General Conditions of Contract, Part A included with these documents, for a summary of contractual information applicable to this contract.

1.2 Extent of Contract

This contract includes the construction of track, services and associated siteworks as specified in this document and shown on the drawings.

1.3 Site

Pembroke Park – Between the new Pembroke Park Stadium and Pembroke RV Park: M003
OVERALL PROJECT VIEW

1.4 Extent of Site

The Contractor shall confine his activities, construction sheds etc. to areas adjacent to the works and to the approval of the Superintendent. Construction site to be fenced for the duration of the contract.

1.5 Insurances

The Contractor shall effect insurance in the joint names of the Principal, the Contractor and Sub-Contractors required by clauses 18 to 20 of the General Conditions of Contract.

The amounts of insurance cover shall be:-

- Insurance of works for full contract amount, plus an amount of \$10,000-00 for demolition and removal of debris, plus an additional percentage of 10% of the Contract Amount for fees.
- Public Liability Insurance for an amount of not less than \$20,000,000 per event.

- Workers Compensation Insurance as per the Workers Compensation Act in force in Tasmania and the Common Law Section of the policy shall be increased to an unlimited amount.

The Contractor will be required to produce all policies for inspection prior to any work commencing, and shall not proceed until approval of the policies has been granted.

The policies will be maintained until the Contractors liabilities and obligations cease, that is until the issue of the Final Certificate of Payment.

1.6 Worker Induction & Training

Council will coordinate with other contractors to ensure that a site specific induction and online induction is provided for all workers, including sub-contractors, before commencing works.

Contractor will:

- ensure workers are trained and competent for the work to be carried out;
- ensure workers are trained to deal with any risks associated with the work and understand the control measures in place;
- ensure all the workers have had relevant “White Card” training (or other appropriate training from another jurisdiction);
- ensure on-site training and supervision is provided;
- organise external training for specific tasks where required;
- seek high risk licences for all high risk work and maintain a register of licences; and
- communicate with other contractors to ensure their workers are appropriately trained and competent.

1.7 Extension of Time for Inclement Weather

The Contractor shall implement a system, mutually agreed with the Superintendent for recording lost time due to the inclement weather or conditions resulting from inclement weather.

Such lost time shall be recorded daily by the contractor when it occurs and he shall present his record to the Superintendent within two days of the event. The Superintendent will initial the record and confirm whether or not he agrees with the claim.

Should a record as above not be made then it shall be deemed that no lost time has occurred.

1.8 Use of Explosives

Should the Contractor elect to make use of explosives during any stage of the works, then such use shall be subject to the requirements and the permission of all relevant Authorities and the approval of the Superintendent.

Use of explosives shall be at the sole risk of the Contractor.

1.9 Inspections

The Contractor shall give the Superintendent not less than 48 hours forward notice of all inspections required by Council. No additional work shall be done to cover up the work requiring inspection until that inspection has been carried out.

Should the Contractor neglect to give such notice, the Superintendent may at his discretion order any completed work to be demolished so that an inspection can be made and, in this event, the whole responsibility and cost for such demolition, and for any making good which may be required shall be the Contractors.

Should the Superintendent not order such demolition, the whole responsibility for any error, or omission found in or arising out of the work at any subsequent time and the cost of making it good shall be the Contractor's.

When directed, the Contractor shall open up or cut away any part of work for inspection.

If the work is found defective, it shall be removed and made good at the Contractor's expense, including cost of opening up.

The Engineer may require test pieces cut from any or all of the pieces of material, and may direct that certain tests be made to ascertain conformity with this specification.

The Contractor shall bear all costs involved in taking such test specimens and making such test and making any required restitution to the work as the Engineer may direct.

1.10 Drawings

BIKE Tracks Australia Drawings 3907:

M001 TITLE PAGE
M002 GENERAL NOTES
M003 OVERALL PROJECT VIEW
M004 HYDRAULIC SERVICES PLAN VIEW
M005 ELECTRICAL - CONDUIT SERVICES PLAN VIEW
M006 PROPOSED 1ST AND 2ND STRAIGHT
M007 PROPOSED 3RD AND 4TH STRAIGHT
M008 PROPOSED BERM DETAIL

C300 BMX START RAMP AND DETAILS

1.11 Duration of the Contract

All work included in this contract shall be completed within fourteen (14) weeks from the day that the Contractor takes possession of the site.

Work shall be undertaken as per the EPA guidelines - between the following hours:

Monday - Friday	7.00am - 6.00pm
Saturday	9.00am-6.00pm
Sunday/ Public Holidays	10.00am-6.00pm

The contract period is inclusive of all holiday periods. No work to be undertaken on Sundays or Public Holidays, without written permission of the Superintendent or his representative.

1.12 Temporary Services

The Contractor shall arrange for connection of any temporary services he may require and shall pay all charges in connection with installation and use.

1.13 Contingency Sum

The procedure for approval of variations to the contract shall be strictly in accordance with Item 1.18 of this document.

1.14 Damages for Non-Completion

The amount of liquidated and ascertained damages for delay in completion in accordance with Clause 35.6 of the General Conditions of Contract shall be \$500-00 per day for each separable portion of the works.

1.15 Programme of Works

Within 14 calendar days of notification of acceptance of the tender the Contractor shall provide three (3) copies of a chart showing the proposed planned construction programme. This shall be in an acceptable bar chart form showing planned weekly progress and have provision for entering comparative actual progress. If at any time during the carrying out of the works the actual progress for any item of work shown is less than that forecast by the bar chart, or the Superintendent considers that the bar chart does not show a satisfactory programme, the Contractors shall provide within 3 calendar days, a revised and satisfactory programme.

If it is necessary for the Contractor to work overtime to maintain the contract schedule all the additional costs caused by overtime or shift work shall be borne in full by the Contractor or the Sub-Contractor.

1.16 Site Meetings

The Superintendent shall arrange, chair and minute site meetings at intervals to be nominated for the duration of the Contract Period. (Usually fortnightly)

All minutes shall be enumerated and brought forward to the next meeting until satisfactorily discharged.

1.17 Field Instructions

During the currency of the contract any instructions and/or approvals shall be issued on the Superintendent's standard form for that purpose.

Should the Contractor and/or Sub-Contractor consider that any direction involves any time or cost variation, he shall so inform the Superintendent forthwith and before complying with the direction.

1.18 Variations to the Contract

Should any variation to the works be directed, or otherwise arise, associated cost variations will only be taken into account if the pertinent matter has been specifically the subject of a variation order issued by the Superintendent;

- i. Prior to the issue of a V.O. the Contractor shall submit a price for the work intended to be varied. For this purpose the Superintendent will give the Contractor a copy of a Site Instruction on which will be described the work which is intended to be the subject of the V.O.

The Site Instruction will include full information detailing the variation under consideration and will be accompanied by such drawing and other additional information as will be required for the execution of the proposed variation and for the detailed pricing of it by the Contractor.

- ii. The Contractor shall submit a detailed quotation on the variation to the Superintendent within 14 days of the date of issue of the Site Instruction, unless such time is not appropriate, in which case the quotation shall be submitted by such date as the Superintendent shall nominate. The quotation shall include or be accompanied by full supporting details on the pricing of individual items. The quotation shall use the rates quoted in the schedule of works, where applicable.
- iii. No work included in the proposed variation shall be commenced by the Contractor until such time as a duly certified Variation Order is issued to him. However, the issue of a Site Instruction will signify the intention to have such work carried out and the Contractor shall not continue nor commence any work which is in conflict with the variation under construction.
- iv. If a Site Instruction is issued with respect to a variation to the work of a nominated Sub-Contractor the foregoing procedure shall be adopted. However, a copy of the Nominated Sub-Contractor's quotation shall be forwarded to the Superintendent.

1.19 Fees and Regulations

The costs of all necessary permits and connections fees to all concerned authorities and the obtaining of these permits to cater for the works required in this tender shall be included in this quotation.

The Contractor shall pay all fees and comply with all regulations as detailed in Clause 14 of the General Conditions of Contract.

The whole of the work is to be carried out in accordance with all By-Laws and Regulations of any Authorities having jurisdiction over the works.

1.20 Barriers

The Contractor shall provide, erect and maintain all necessary temporary barriers around footways and all trenches for the protection of the public. This work shall be completely removed at the completion of the Works.

1.21 Existing Services

The Contractor shall be responsible to prevent damage to any existing services on site. Any damage caused shall be made good to the satisfaction of the Superintendent.

1.23 Retention Monies

Council would prefer the Contractor to lodge two Bank Guarantees valued at 5% each to cover retention funds required during the course of the contract and/or the defects liability period.

1.24 Safety

The Contractor shall carry out the whole of the works in a thoroughly safe manner and in particular shall conform to the requirements of all occupational health and safety standards including relevant Acts and Statutes of Parliament, Regulations, By-Laws or Orders relating to the safety of persons on or about the site.

The Contractor shall ensure that all equipment necessary for execution of the works is of adequate strength and otherwise safe for use, and shall remove from the site any equipment which becomes, or is likely to become unsafe.

Please Note

- All machinery must be fitted with Burst Hose Protection on all hydraulic cylinders and fitted with a Roll Over Protection System (ROPS) or Fall Over Protection System (FOPS) Canopy.
- All trucks must have a roadworthy certificate, rotating safety lights.
- All submitted plant and machinery must comply with Workplace Health and Safety standards.
- All materials must be NATA certified.

Contractor shall submit a Safety Management Plan which will address the following:

- WHS requirements(eg. policies, procedures, incident notification, etc.)
- WHS roles and responsibilities of the contractor (including their management teams)
- Procedures for handling non-compliance with WHS policies, procedures and agreed work methods
- Process for eliminating or reducing WHS risks as far as practicable
- Reporting expectations, including:
 - Health and safety performance (e.g. incidents, near misses and hazards)
 - Site inductions and training
 - Minutes of consultation arrangements and issue resolution
 - Changing agreed actions or controls
- Procedures for handling changes to processes, procedures or controls
- Scheduling and procedures for inspections and audits of work
- Principal and contractor communications
- The requirement for Contractors to inform the Principal that their personnel are on-site
- Induction and training processes
- Methods or processes for dealing with:

- Unexpected or previously unidentified hazards (such as sub surface asbestos) and the expectation that contractors shall implement effective risk management practices as per WHS regulatory requirements
- There will be high risk work associated with this contract which includes, but not limited to working at heights and electrical installation.

Standard of Plant, Machinery and Material

Sorell Council requires that all plant and machinery operating on designated works sites meet all statutory requirements relating to registration and insurance and are free from defects that may affect their safe operation. Plant and machinery that do not meet these requirements may be banned from the work site until the matter is remedied.

All materials supplied to Council need to conform with Australian Standards where applicable and proof of such qualification may be required prior to the material being accepted on the work site.

Any breaches of these standards may result in the issue of a non-conformance to the contractor or supplier.

1.25 Approved Sub-Contractors

The Contractor, shall submit for approval, a list of all Sub-Contractors to whom he intends subletting any portion of the works.

Any Sub-Contractor not approved shall not undertake any of the works covered by this Contract.

1.26 Making Good

The Contractor shall be responsible for making good any damage to fencing, drains, roads, footpaths and surfaces generally, and any other works which may be disturbed or injured by cartage or any other operation in carrying out this Contract.

1.27 Site Visit

The lodging of a tender shall infer that the Contractor has previously visited the site and become familiar with all work involved in this contract, together with existing conditions on and surrounding the site.

No claim for extra work or time will be considered as a result of neglect of the above provision.

1.28 Dimensions on Drawings

The Contractor shall check all dimensions before setting out any work on the site. Any discrepancies shall be referred immediately to the Superintendent. The drawings shall not be scaled.

1.29 Materials and Workmanship

Where applicable the latest SAA Code (with amendments) shall define the acceptable standards for materials and workmanship.

Where no standard exists the Contractor shall refer to the Superintendent for advice. The Superintendent reserves the right to reject any such work that does not meet with his approval.

All materials shall be new and to the approval of the Superintendent.

1.30 Samples

When requested, the Contractor shall furnish to the Superintendent for approval samples of all materials to be used in the execution of the works and of the finishes to be applied.

Materials and finishes used in the works, must be in accordance with and equal to the approved samples.

1.31 Contractor to Supply

The Contractor shall supply all equipment, labour and materials as may be required to ensure the proper execution of the whole of the works, unless noted elsewhere in the contract documents. All items shown on the drawings and/or specified are to be included in the Contract.

1.32 Foreman

The Contractor shall appoint a competent Foreman, Deputy or representative to whom instructions can be issued by the Superintendent for the duration of the Contract. The appointment shall be approved by the Superintendent and the Foreman shall not be changed without approval. The Foreman shall be available on site during working hours.

1.33 Cleaning and Finishing

During building operations the Contractor shall at all times keep the site and works clean and tidy. Spoil and debris must be removed as work proceeds and not allowed to accumulate.

On completion of works and prior to handing over to the Principal:-

- Remove all temporary structures, fences, services, plant and equipment.
- Remove all surplus materials and debris.
- Make good all damage and bring all surfaces to the specified finish.
- Clean the site.

1.34 Obvious Work

Where a construction or item of work is to be obviously inferred or is usual and proper in the class of work generalised in this Specification the same is to be included notwithstanding that such construction or such necessary item is not specially mentioned in this Specification or shown on the drawings.

1.35 Sealed Containers

No manufactured material or products which is sold in closed or sealed containers is to be taken onto the site of the works or on to any place where any part of the works is being carried out unless still in the original container and with the manufacturer's seal intact. Failure to comply with this requirement will result in rejection of the material or product.

1.36 Mounted Drawings

One set of all drawings required by the Contract is to be kept on the site of works by the Contractor and shall be suitably mounted and protected.

1.37 Import Duty

The Contract Sum shall be deemed to include allowance for Customs Duty (where same applied) on all imported goods, materials and fittings required or used in or forming part of the works.

1.38 Poisonous and Other Injurious Substances

Adequate precautions shall be taken to keep all poisonous and other injurious substances in places secured against access by unauthorised persons.

1.39 Existing Trees and Shrubs

Every endeavour must be made to preserve existing trees and shrubs. The Contractor is required to slash all vegetation with a trunk diameter less than 150mm, and to remove slashed material off site.

1.40 As Constructed Drawings

The Principal's Surveyor shall prepare "as constructed" drawings to the standard required by the local authority. The contractor shall supply a competent member of his workforce to assist the surveyor if required. No service may be backfilled or covered in any way prior to measurements being taken. Written authorisation to backfill is then required from the Principal's Surveyor and the Superintendent. This cost of this shall be covered within the Contract rates.

1.41 Charges and Fees

All charges of whatever description are deemed to be included in rates tendered in the contract schedules.

All Municipal fees and other lawful charges due or requisite on account of the work of contract shall be paid by the Contractor as part of his contract unless the Contractor ascertains specifically from the relevant authority that the work is free of payment of such fees or dues.

TCBIB fee to be paid and receipt provided to Council before possession of site will be arranged.

1.42 Provision for Traffic and Services

The Contractor shall provide, erect and maintain such temporary fences, barriers, night lights, etc. as may be necessary to protect the general public and property and in this respect shall comply with any direction from the Superintendent.

The contractor shall similarly provide all works necessary to avoid interruption to all services such as drains, water pipes, gas pipes, electricity supply mains, telephone cables and sewers. Where existing pipes are passed under they are to be securely slung or underpinned as directed. Any damage to gas pipes, electric supply, water or telephone lines is to be repaired immediately to the Superintendent's satisfaction.

The Contractor shall accept full responsibility for any accidents arising from the neglect of any necessary precaution whether specified herein or not during the contract time until the end of the maintenance. He shall obey all directions given to him with regard to the provision of lighting and barriers but shall not be thereby relieved of responsibility for any accidents or damage.

On completion of the works or any section thereof all drains and surrounding surfaces shall be made good and restored to their original condition. In the event of the Contractor's refusal or failure to carry out any of these works the Superintendent may, after twenty-four (24) hours notice in writing have such works carried out at the Contractor's expense.

The cost of the above-mentioned work shall be deemed to be included in the scheduled rates for excavation.

1.43 Alteration of Services

The Contractor shall promptly arrange for the alteration, lowering etc. of any water, gas, or other service or drainage pipe from properties which may require adjustment owing to construction of these works.

The Contractor shall, however, as part of this Contract, expose all pipes, mains and fittings to be altered, excavate for all new trenches as directed, backfill and consolidate all trenches and maintain the whole work as specified. Arrangements to lift or lower any manhole cover, inspection shaft, fireplug or valve must be made by the Contractor with the Authority concerned and all costs of alterations shall be deemed to be included in the Contract.

1.44 Sufficient Employees, Plant Etc

The Contractor shall engage and have at work sufficient employees to enable the Contract to be completed within the time of completion. The Contractor shall have sufficient plant and arrange an adequate supply of tools, materials, etc., together with a satisfactory rate of delivery of culvert and drainage pipes etc. to maintain a rate of progress satisfactory to the Superintendent.

If, in the opinion of the Superintendent, the Contractor fails to employ an adequate number of workmen, or has not sufficient plant, materials, equipment, etc. to keep up a satisfactory rate of progress then the Principal may withhold all progress payments wholly or in part until the Superintendent's requirements have been complied with.

1.45 Prime Cost Items and Provisional Sums

Tenderers shall include in their tenders the prime costs items and/or provisional sum items scheduled. Transaction regarding such items shall be made only after the Contractor has received written instructions from the Superintendent authorising expenditure on such items. Payment for such works shall be made after official receipts for payments made the contractor have been lodged with the Superintendent.

1.46 Work Outside Normal Hours

No works of the contract shall proceed outside normal working hours without the prior written approval of the Superintendent and such other Statutory Authorities as may be required. This applies to work before 7.00 a.m. on any day or later than 5.00 p.m. on any day, and on Saturdays, Sundays, Public Holidays and Bank Holidays. The Contractor shall pay the costs of any additional supervision or inspections made necessary by work outside the times specified.

1.47 Corner Pegs

Corner pegs disturbed, buried or removed during construction of works are to be replaced by the Principal's Surveyor. The Contractor shall check all lot dimensions against site measurements before using any corner pegs to set out works. Any discrepancies shall be referred immediately to the Superintendent.

1.48 Specification

Prior to any relevant works the Contractor shall refer immediately to the Superintendent any differences between this specification and the current specification of the relevant authority.

No claims for variations to the contract sum will be considered for any work resulting from a conflict between the above mentioned specifications.

1.49 Setting Out of the Works

The Contractor is responsible for setting out the works as shown on the drawings. The Principal's Surveyor will provide digital information for use by plant mounted with working GPS technology.

The Principal's Surveyor will provide lot pegs and markers at manhole centres, if applicable. The Principal's Surveyor will provide to the Contractor survey set out plans showing the lot pegs and dumpy pegs placed on the ground.

The Contractor is responsible for offsetting or repositioning temporary marks to allow construction to proceed.

1.50 Soil and Water Management

The Contractor is responsible for carrying out effective soil and water management practices in accordance with "Water Sensitive Urban Design in Engineering Procedures for Stormwater Management Procedures in Southern Tasmania" from www.derwentestuary.org.au and in accordance with the Soil and Water Management Drawing for this contract.

1.51 Hold Points

Hold Points will be negotiated with the successful tenderer at the pre-construction meeting.

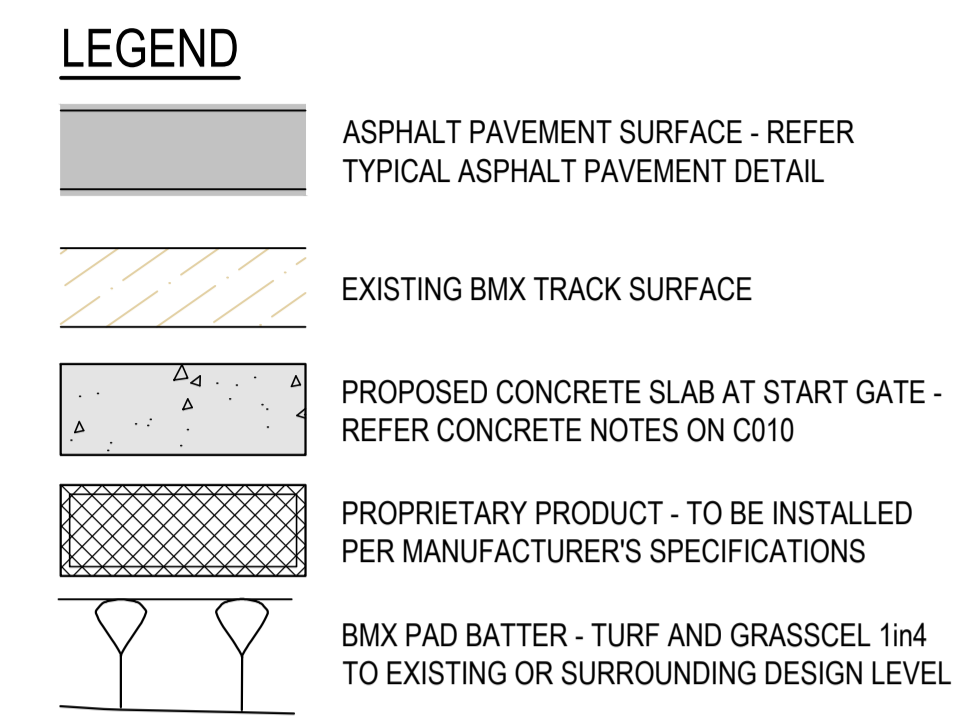
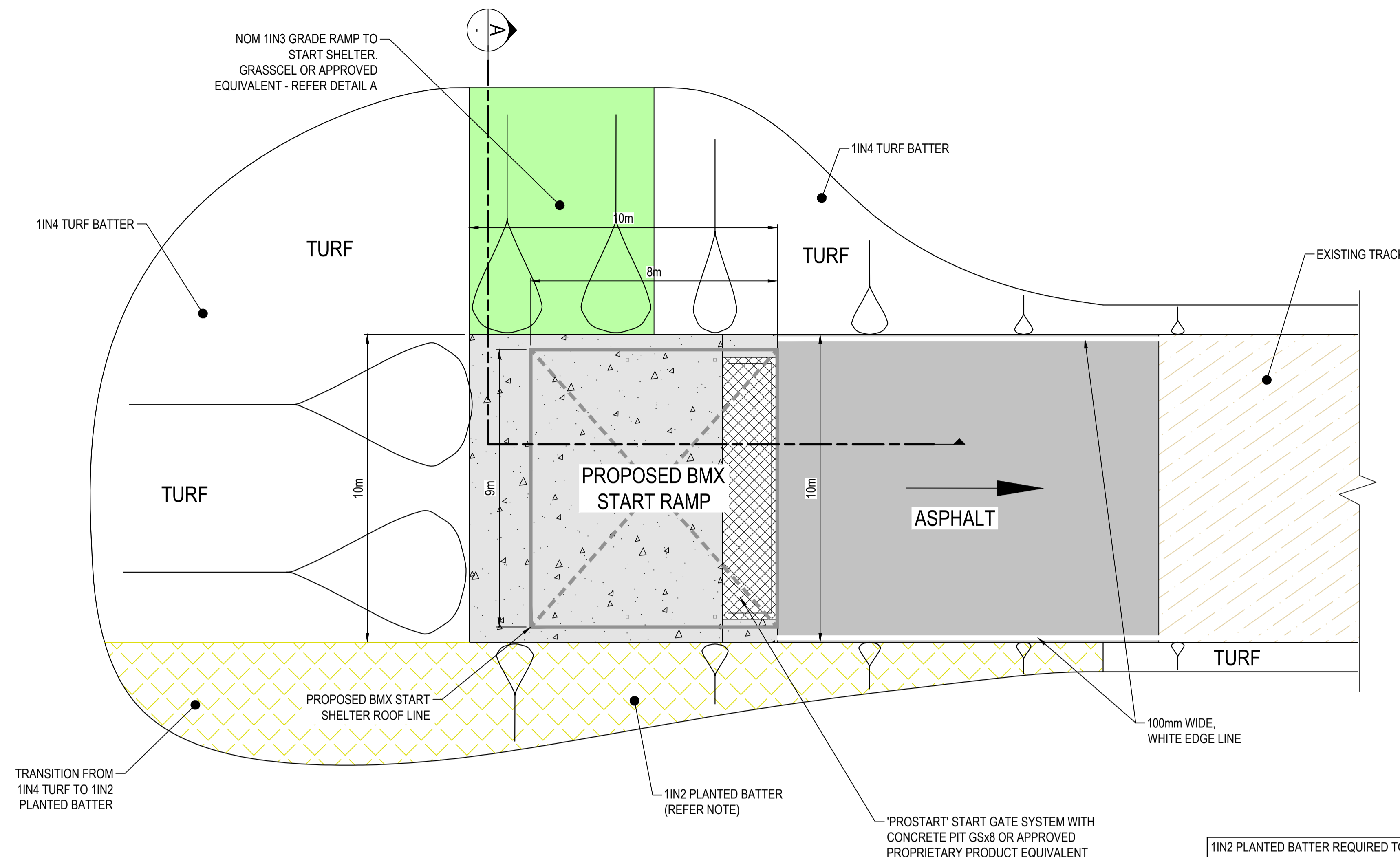
1.52 Statutory Declaration

The Contractor shall provide to Council prior to Practical Completion being given, a Stat Dec stating that all subcontractors and material suppliers have been paid.

BILL OF QUANTITIES - ITEMS / AREAS / VOLUMES FOR CIVIL WORKS		Bike Tracks Australia	
Project Name	Sorell BMX Track	Revision	1
Stage		Date	16/08/2022
Designed by	TK		
A	PRELIMINARY AND GENERAL		
B	EARTHWORKS		
C	TRACK WORKS		
D	STORMWATER DRAINAGE		
E	PROVISIONAL		
ITEM	DESCRIPTION	UNITS	QUANTITY
A	PRELIMINARY AND GENERAL		
A.1	Set Out Survey	Item	1.0
A.2	Mobilisation and demobilisation / establishment	Item	1.0
A.3	Environmental Management	Item	1.0
A.4	Erosion and Sediment control - Design and execution	Item	1.0
A.5	Traffic Control	Item	1.0
B	EARTHWORKS		
B.1	Vegetation/Tree Clearing and grubbing	Item	1.0
B.2	Removal of existing BMX track and unsuitable materia (gravel roads, topsoil)	Item	1.0
B.3	Preparation of subgrade for receiving sub-base (including proof-roll)	Item	1.0
C	TRACK WORKS		
C.1	Track Construction		
C.1.1	BMX Track Construction up to base pavement	m ³	4,620.0
C.1.2	BMX Track Top Surface pavement (decomposed granite, crusher dust or similar)	m ²	2,200.0
C.1.3	Polyaggregate Surface	m ²	2,200.0
C.1.4	Install Linemarking	item	1.0
C.2	Asphalt		
C.2.1	Asphalt Surfacing to track corners	m ²	950.0
C.3	Landscaping		
C.3.1	Placement of topsoil and turf	item	1.0
C.5	Miscellaneous		
D	STORMWATER DRAINAGE		
D.1.1	Concrete S/W Pit 600x600x450 Drop in Grate	Item	8.0
D.1.2	Stormwater PVC Plain 225mm	lm	140.0
D.1.3	Stormwater PVC Plain 150mm	lm	15.0
	300mm Headwall	Item	1.0
E	PROVISIONAL		

Note

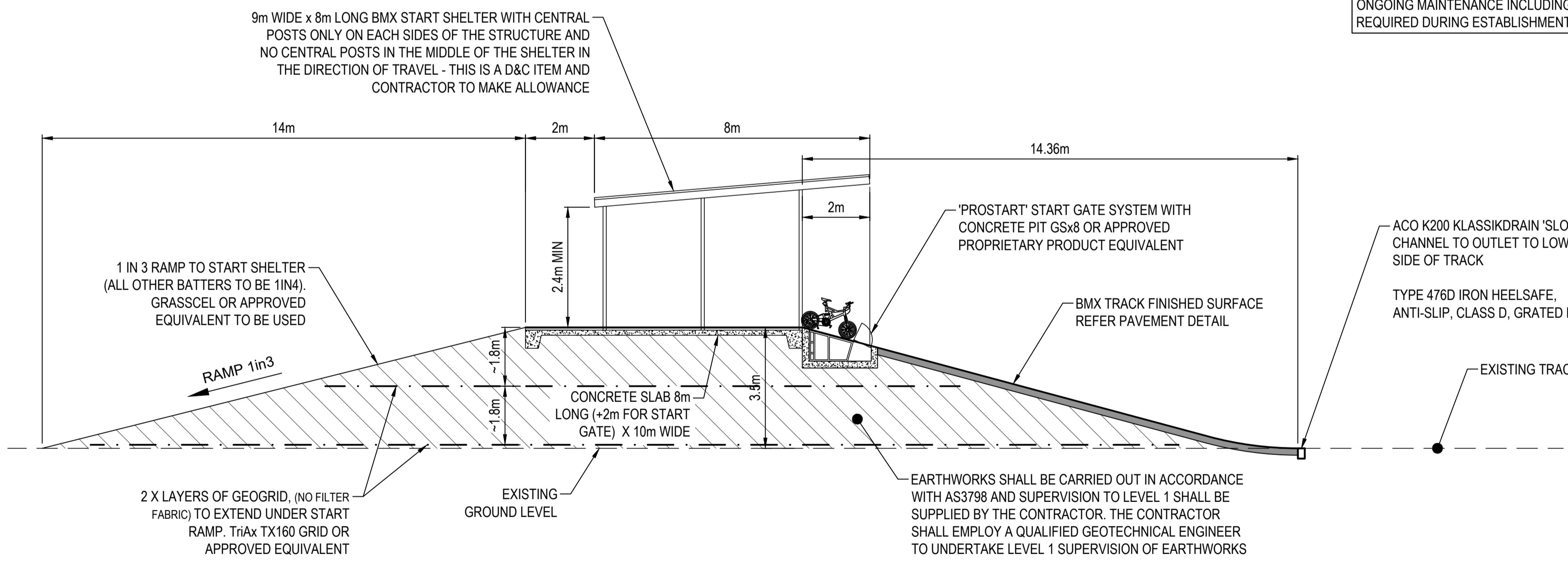
1. This Bill of Quantities is intended to provide vaules and quantities for construction purposes, contractors are responsible for checking all quantities and ensuring that these are correct to their construction methods.



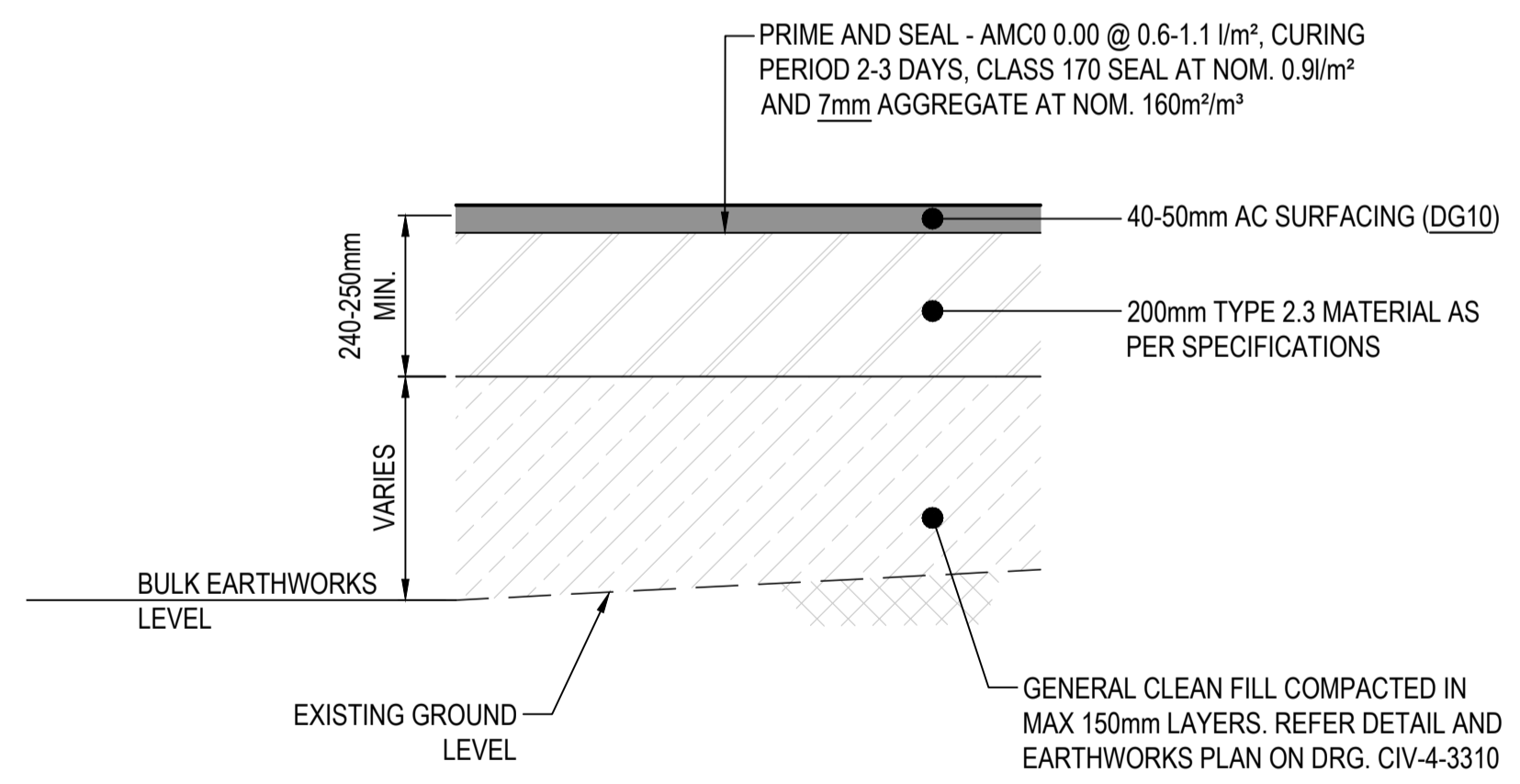
BMX TRACK LAYOUT PLAN
SCALE 1:100

- ### PAVMENT DESIGN NOTES:
- EXCAVATE AND FILLING REQUIRED TO THIS PAD LEVEL WITH LEVEL 1 CERTIFICATION REQUIRED PRIOR TO PROCEEDING WITH PAVEMENT CONSTRUCTION
 - PAVEMENTS SHALL BE COMPACTED AND TESTED IN ACCORDANCE WITH AS3798. MINIMUM DENSITY RATIOS ARE AS FOLLOWS:
 - PAVEMENT SUB-BASE COURSE 95% MOD
 - PAVEMENT BASE COURSE 98% MOD
 ALL PAVEMENT TO BE PROOF ROLLED TO SUPERINTENDENTS APPROVAL. SUBGRADE TO BE COMPACTED TO 98% STD AND PROOF ROLLED TO SUPERINTENDENTS APPROVAL.
 - THESE NOTES AND DESIGN TO BE READ IN CONJUNCTION WITH THE PROJECT NOTES ON C010 AND C011.

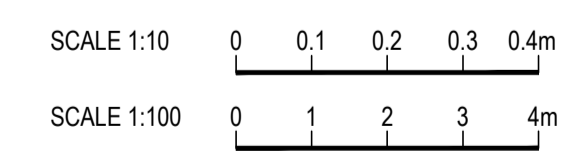
1IN2 PLANTED BATTER REQUIRED TO AVOID LAND PROPERTY ISSUE. BATTER IS TO HAVE MINIMUM 200mm TOPSOIL, JUTE NETTING PINNED PER MANUFACTURES SPECIFICATIONS AND PLANTING PER COUNCIL SPECIFICATIONS. ONGOING MAINTENANCE INCLUDING WATERING REQUIRED DURING ESTABLISHMENT PERIOD.



SECTION A - START HILL RAMP AND SHELTER DETAIL
SCALE 1:100



TYPICAL BMX ASPHALT PAVEMENT DETAIL
SCALE 1:10

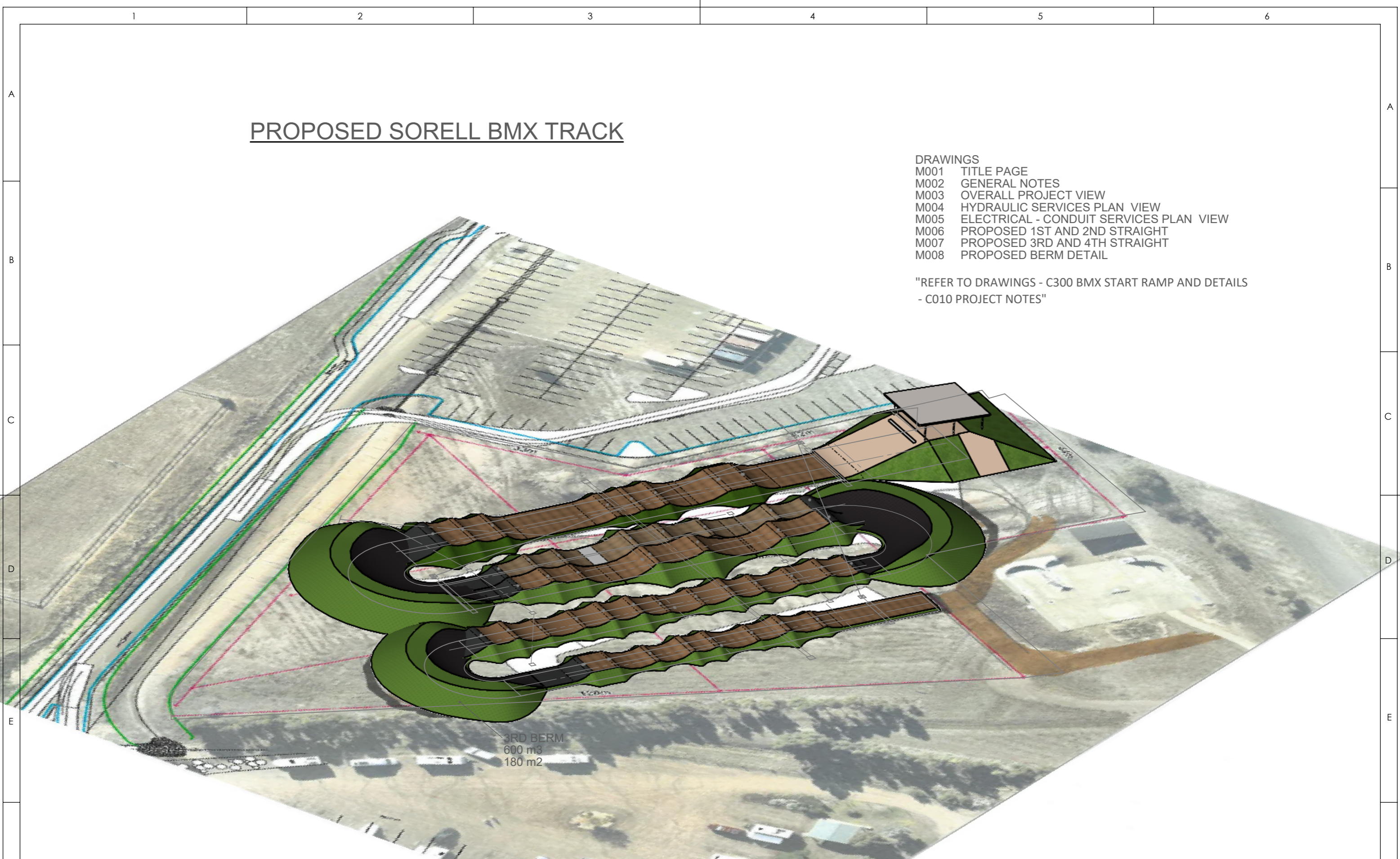


<p>BRISBANE SYDNEY blightanner@blightanner.com.au blightanner.com.au</p>	REV	DATE	DESCRIPTION	DESIGN	DRAWN	APPROVED	CLIENT	ARCHITECT	SCALES	DRAWN BY	PROJECT					
	P1	12-08-2022	PRELIMINARY ISSUE	AF	AF								1:100	AF	SORELL BMX START RAMP	
																7 TASMAN HIGHWAY, SORELL, TAS 7172 BMX START RAMP AND DETAILS
						PRINT THIS DRAWING IN	2022.0588	C300	P1							

PROPOSED SORELL BMX TRACK

- DRAWINGS**
- M001 TITLE PAGE
 - M002 GENERAL NOTES
 - M003 OVERALL PROJECT VIEW
 - M004 HYDRAULIC SERVICES PLAN VIEW
 - M005 ELECTRICAL - CONDUIT SERVICES PLAN VIEW
 - M006 PROPOSED 1ST AND 2ND STRAIGHT
 - M007 PROPOSED 3RD AND 4TH STRAIGHT
 - M008 PROPOSED BERM DETAIL

"REFER TO DRAWINGS - C300 BMX START RAMP AND DETAILS
- C010 PROJECT NOTES"



3RD BERM
600 m3
180 m2

REV	DESCRIPTION	BY	DATE
2	ISSUED FOR APPROVAL	J.R.	18.08.22
1	ISSUED FOR APPROVAL	J.R.	27.07.22
0	ISSUED FOR REVIEW	J.R.	05.07.22



PROJECT
SORELL BMX FACILITY

DRAWN J.R.	DATE 05.07.22	DIMENSIONS IN METERS DO NOT SCALE	
CHECKED T.K.	DATE 05.07.22	TITLE TITLE PAGE	
APPROVED	DATE	PROJECT	A3
SCALE 1:500	DRAWING No. 3907-M001	SHEET No. 1 OF 1	REV 2

GENERAL:

1. Drawings to be read in conjunction with Surveys, Landscape Architects and Civil Engineers documentation.

SITE:

- 1. BMX Track contractor to verify locations of all existing services prior to commencement of works. All existing services to be retained and protected throughout construction unless noted otherwise.
- 2. Height datum and site set out to be located on site by licensed surveyor where required. New works to be set out from local grid and locations double checked for discrepancies for known fixed points on site.
- 3. Contractor to check all dimensions as shown. Any discrepancies of lack of clarity shall be indicated by contractor to Bike Tracks Australia prior to commencing/continuing.

TOPSOIL:

- 1. Site topsoil in virgin areas to be stripped and stockpiled by BMX racetrack contractor. Topsoil shall only be re-spread if suitable for such use. Often, this is not suitable in areas with highly plastic soils and high natural groundwater levels. It is also not suitable in area of medium to high-risk acid sulphate soils.
- 2. When earthworks have been completed, the topsoil should be re-spread to a compacted depth as specified over all areas of earthworks to match approved finished surface levels (subject to Landscape Plan).

SUBGRADE

- 1. The sub-grade shall be boxed out (where required) and compacted to provide even compaction to a minimum depth of 200mm. Compaction shall not be less than 90 percent of maximum dry density (standard compaction) when measured in accordance with AS 1289: Methods of Testing Soils for Engineering Purposes. To be completed at nominated hold points.
- 2. Subgrade should be compatible VENM or ENM.

BASECOURSE and FILL:

- 1. Basecourse to be laid in accordance with the design levels. Minimum thickness of Basecourse shall be 100mm and the width shall extend a minimum 500mm beyond the edge of the BMX track tread path.
- 2. Typical material options for basecourse include:
 - 20mm DGB (roadbase), 20mm Rotomill, 20mm recycled concrete.
 - Unwashed decomposed granite
 - Limestone.
- 3. Basecourse and fill material shall be placed so that sub-grade material is not disturbed or broken up and an even thickness as specified is obtained.
- 4. Basecourse and fill material shall be spread to the required compacted thickness by means of an appropriate machine.
- 5. Basecourse and fill material shall be watered, compacted and cut to shapes as specified in the approved drawings.
- 6. The basecourse shall be compacted to not less than 90 percent of the maximum dry density (standard compaction) when tested in accordance with AS 1289: Method of Testing Soils for Engineering Purposes. To be completed at nominated hold points.
- 7. Thickness of the basecourse after compaction shall be as specified on the approved drawings with a tolerance of +/- 100mm.
- 8. Smooth transitions are of high importance in BMX race track construction. Contractor is to ensure shape changes in the surface are reworked prior to sealing.
- 9. All new and disturbed finished earth area to be finalised neat, clean, presentable, and evenly grade to tie into natural ground levels. Earth surface shall be graded away from hardscape to ensure no pooling of water occurs against hardscape edges.
- 10. All final shapes are subject to final rider testing as per BMX race track contractor scope.

WEARCOURSE:

- 1. Wear course is to be a polymer based application. Options include:
 - Track Skin Track Slurry
 - Track Seal Crusher Dust surface finish
 - Track Seal decomposed granite finish

DRAINAGE:

- 1. Refer to drainage plan.

CORNERS:

PRIMER/ TACK COAT

- 1. The surface of the basecourse shall be primer-sealed with Bitumen Emulsion, prior to the application of the asphalt wear course.
- 2. The surface of the basecourse shall be swept free from loose stones, dust, dirt and foreign matter so as not to damage the finished surface of the basecourse prior to application of the binder.
- 3. Sweeping shall be completed immediately before the application of the primer. All sweepings shall be completely removed from the track and disposed of in an appropriate manner.
- 4. Bitumen emulsion tack coat to be applied @.2L/M2.

ASPHALT:

- 1. Water within tack coat to have sufficiently evaporated prior to any laying of asphalt.
- 2. Asphalt shall be laid upon a base which is clean and dry and in dry weather conditions with the atmospheric temperature above 12 degrees Celsius. Where possible asphalt would be delivered in a flocon truck or similar to assist with retaining of heat within the mix.
- 3. Prior to the delivery of asphalt to the construction site, the prepare base shall be cleaned of all loose or foreign material. The mixture shall be delivered on site in accordance with requirements of AS2150 - Hot Mix Asphalt and AS2734 - Asphalt (Hot-mixed) Paving - Guide to Good Practice, unless otherwise approved. Asphalt mix to be AC7-AC10 Residential mix compacted to give the average compacted thickness of 35-45mm.
- 4. Thickness tolerance shall be +/- 10mm.
- 5. Mixing and placing asphalt will not be permitted when the surface of the track is wet, or cold winds chill the mix to the extent that spreading, and compaction are adversely affected. The surface on which the asphalt is to be laid shall be free from ponding water.
- 6. The temperature of the mix when it is spread shall not be less than 135 degrees Celsius. Spreading shall proceed without undue delay and initial compaction of the mix shall commence at a temperature of not less than 120 degrees Celsius.
- 7. Uniform compaction to the required density shall be achieved before the temperature of the mix falls to 80 degrees Celsius. Compaction to be achieved utilising compactor plates and/or twin drum roller where applicable.
- 8. The contractor shall ensure that the complete operation from mixing to final compaction is maintained within the specified temperature ranges.
- 9. Asphalt shall be spread in a such a manner as to minimise the number of joints in the surface.

REV	DESCRIPTION	BY	DATE
2	ISSUED FOR APPROVAL	J.R.	18.08.22
1	ISSUED FOR APPROVAL	J.R.	27.07.22
0	ISSUED FOR REVIEW	J.R.	05.07.22



PROJECT	SORELL BMX FACILITY	DRAWN	J.R.	DATE	05.07.22	DIMENSIONS IN MILLIMETERS		DO NOT SCALE	
CHECKED	T.K.	DATE	05.07.22	TITLE		GENERAL NOTES		A3	
APPROVED		DATE		PROJECT	DRAWING No		SHEET No	REV	
		SCALE	1:400		3907-M002		1 OF 1		2

1 2 3 4 5 6

A

B

C

D

E

F



A

B

C

D

E

F

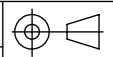
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0	ISSUED FOR REVIEW	J.R.	05.07.22



PROJECT
SORELL BMX FACILITY

DRAWN	J.R.	DATE	05.07.22
CHECKED	T.K.	DATE	05.07.22
APPROVED		DATE	
SCALE	1:750		





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TITLE OVERALL PROJECT VIEW		
PROJECT	DRAWING No. 3907-M003	
	SHEET No.	1 OF 1

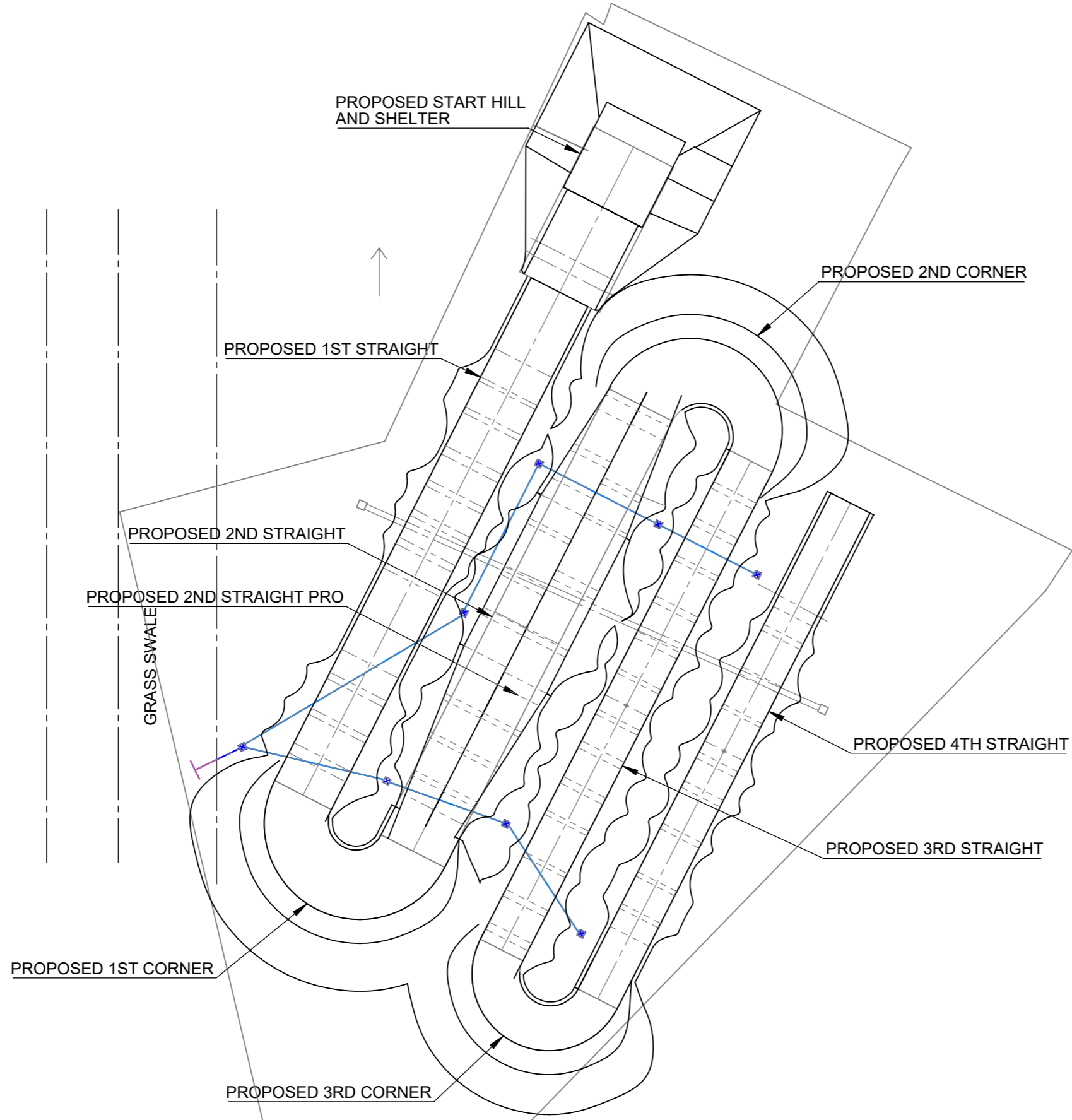

 A3
 REV **2**

1 2 3 4 5 6

1 2 3 4 5 6

A
B
C
D
E
F

LEGEND	
	CONCRETE S/W PIT 600X600X450 DROP IN GRATE
	STORMWATER PVC PLAIN 150MM
	STORMWATER PVC PLAIN 225MM
	HEADWALL 300MM




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1	ISSUED FOR APPROVAL	J.R.	27.07.22
0	ISSUED FOR REVIEW	J.R.	05.07.22



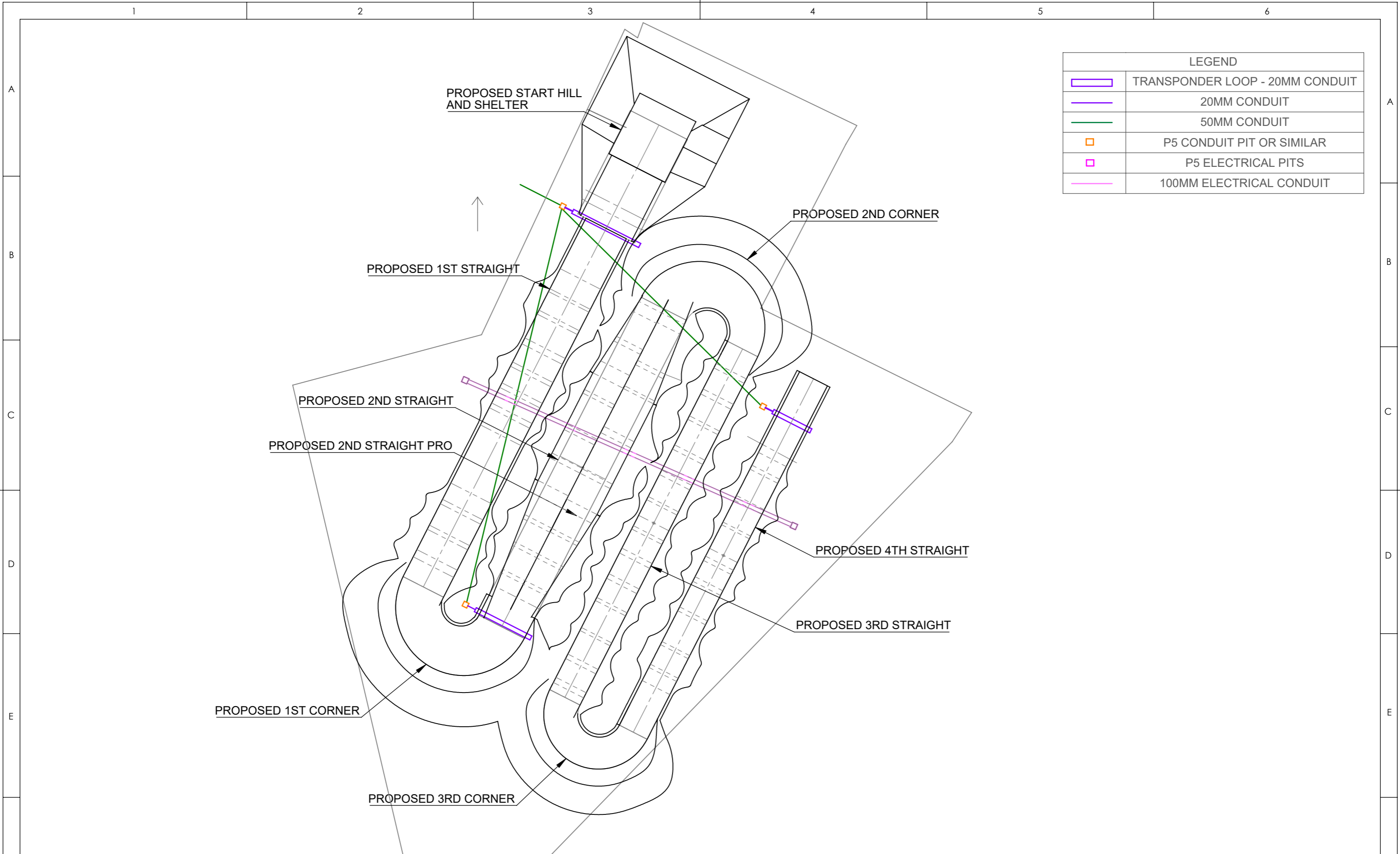
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CHECKED	T.K.	DATE	05.07.22
APPROVED		DATE	
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DIMENSIONS IN METERS		DO NOT SCALE
TITLE HYDRAULIC SERVICES PLAN VIEW		
PROJECT	DRAWING No. 3907-M004	
SHEET No.	1 OF 1	


A3
REV 2

1 2 3 4 5 6



LEGEND	
	TRANSPONDER LOOP - 20MM CONDUIT
	20MM CONDUIT
	50MM CONDUIT
	P5 CONDUIT PIT OR SIMILAR
	P5 ELECTRICAL PITS
	100MM ELECTRICAL CONDUIT


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1	ISSUED FOR APPROVAL	J.R.	27.07.22
0	ISSUED FOR REVIEW	J.R.	05.07.22

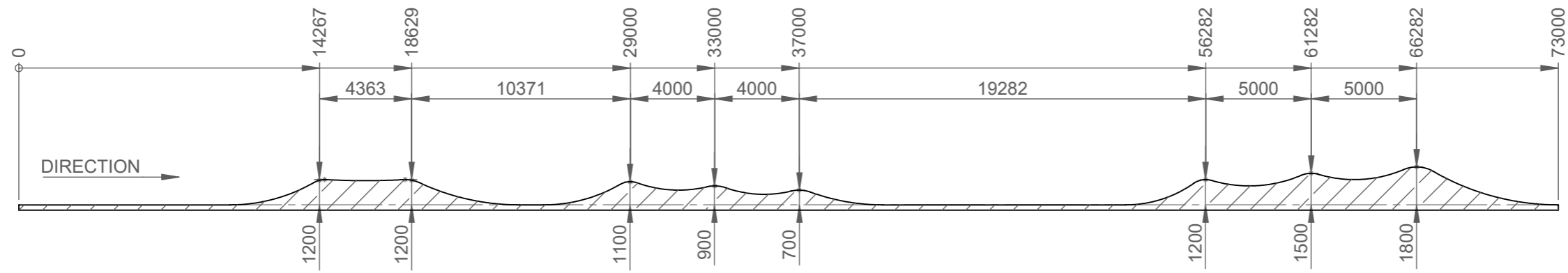


PROJECT	SORELL BMX FACILITY
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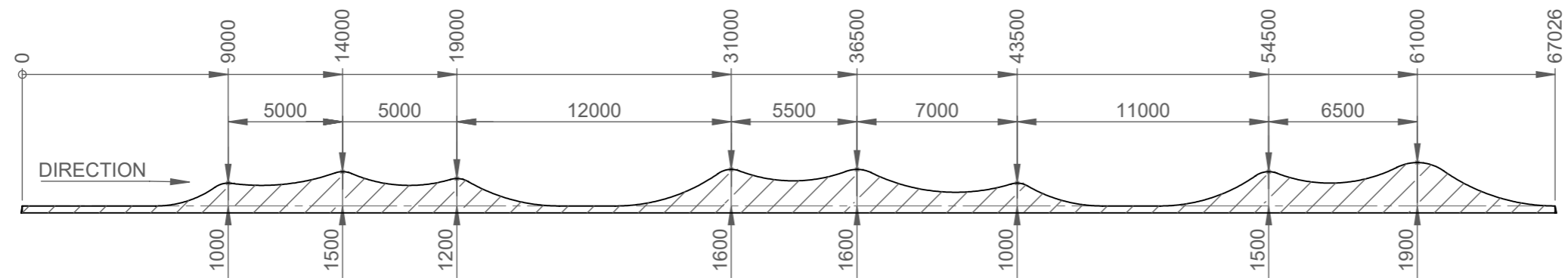
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PROJECT	SORELL BMX FACILITY	
DRAWING No.	3907-M005	SHEET No. 1 OF 1


A3
REV 2



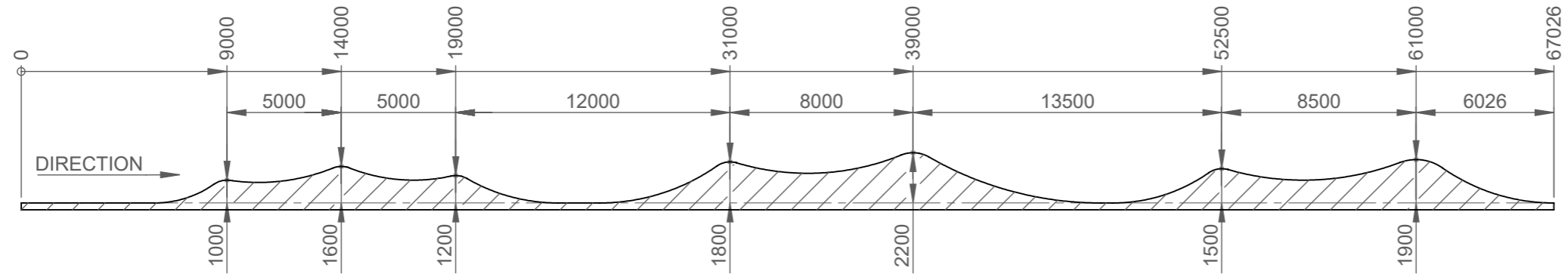
1ST STRAIGHT

VOLUME: 552.1 M3



2ND STRAIGHT AMUETER

VOLUME: 441.7 M3



2ND STRAIGHT PRO

VOLUME: 508.2 M3

REV	DESCRIPTION	BY	DATE
2	ISSUED FOR APPROVAL	J.R.	18.08.22
1	ISSUED FOR APPROVAL	J.R.	27.07.22
0	ISSUED FOR REVIEW	J.R.	05.07.22

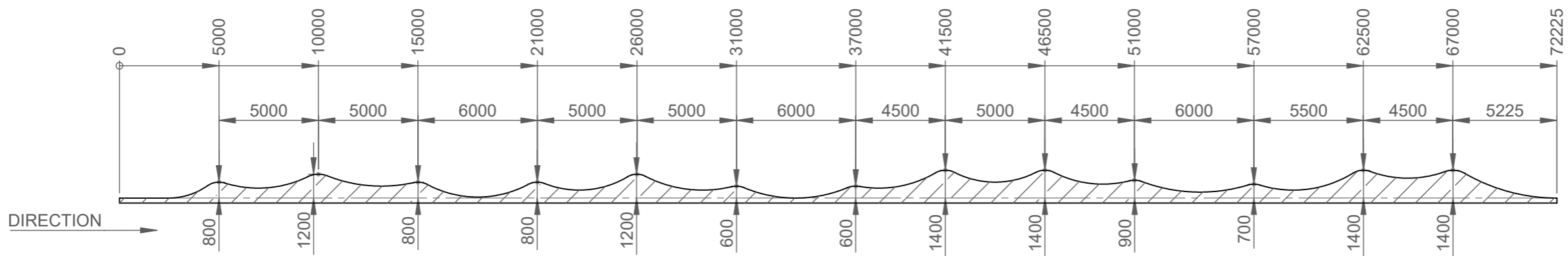


PROJECT
SORELL BMX FACILITY

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APPROVED		DATE	
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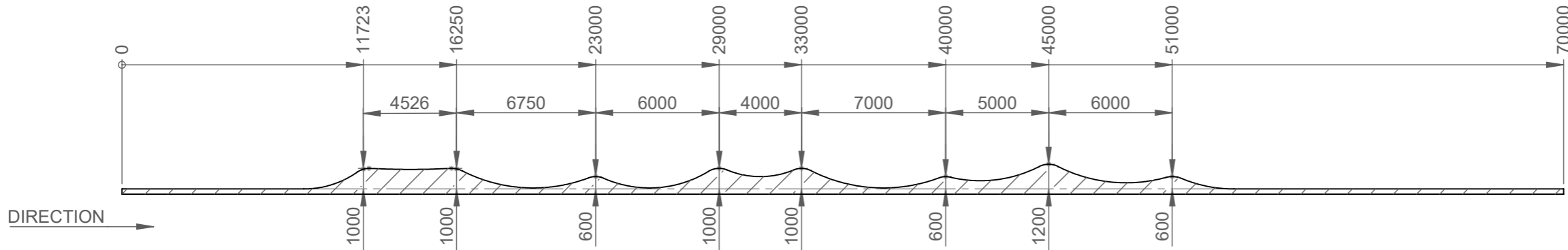
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TITLE PROPOSED 1ST AND 2ND STRAIGHT		
PROJECT	DRAWING No.	SHEET No.
	3907-M006	1 OF 1

A3
REV 2



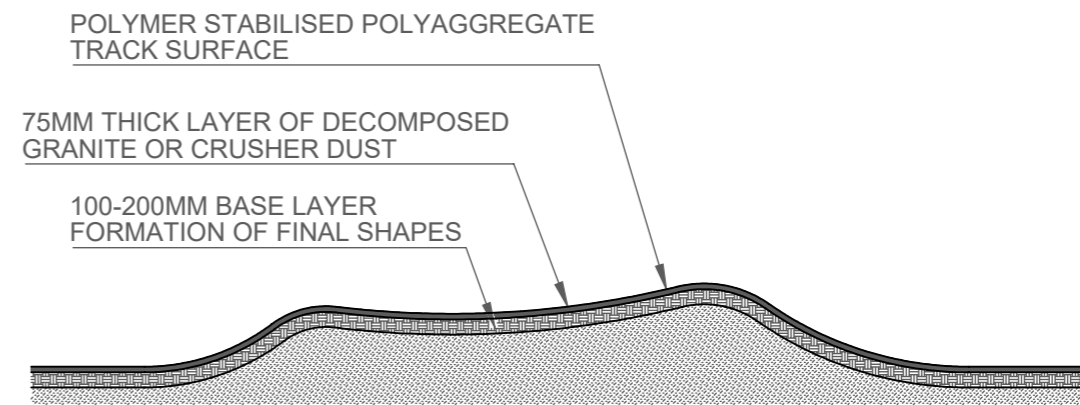
3RD STRAIGHT

VOLUME: 509.2 M3



4TH STRAIGHT

VOLUME: 279.1 M3



PAVEMENT DETAILS

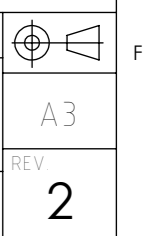
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2	ISSUED FOR APPROVAL	J.R.	18.08.22
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0	ISSUED FOR REVIEW	J.R.	05.07.22

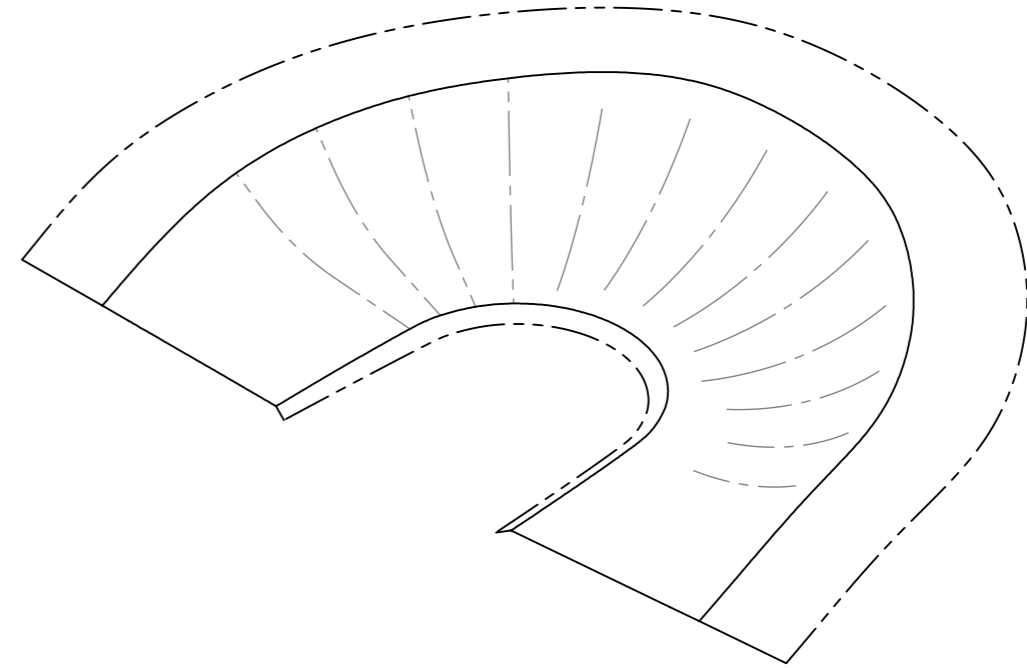
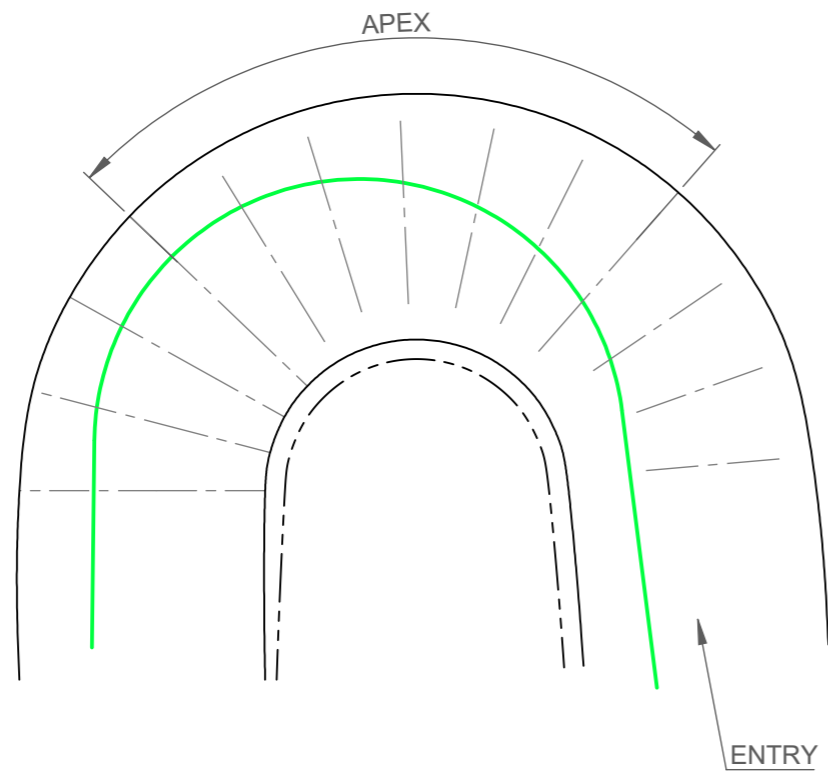


PROJECT	SORELL BMX FACILITY		
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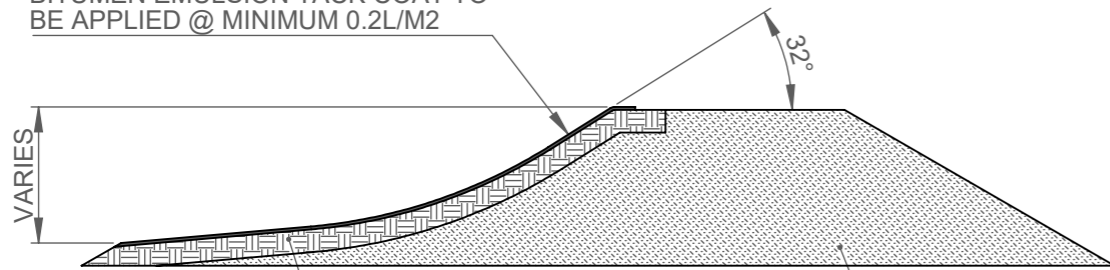
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CHECKED	T.K.	DATE	05.07.22
APPROVED		DATE	
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DIMENSIONS IN METERS		DO NOT SCALE
TITLE PROPOSED 3RD AND 4TH STRAIGHT		
PROJECT	DRAWING No. 3907-M007	
SHEET No. 1 OF 1		REV 2





ASPHALT AC10 RESIDENTIAL MIX @
35-45MM COMPACTED DEPTH
BITUMEN EMULSION TACK COAT TO
BE APPLIED @ MINIMUM 0.2L/M2

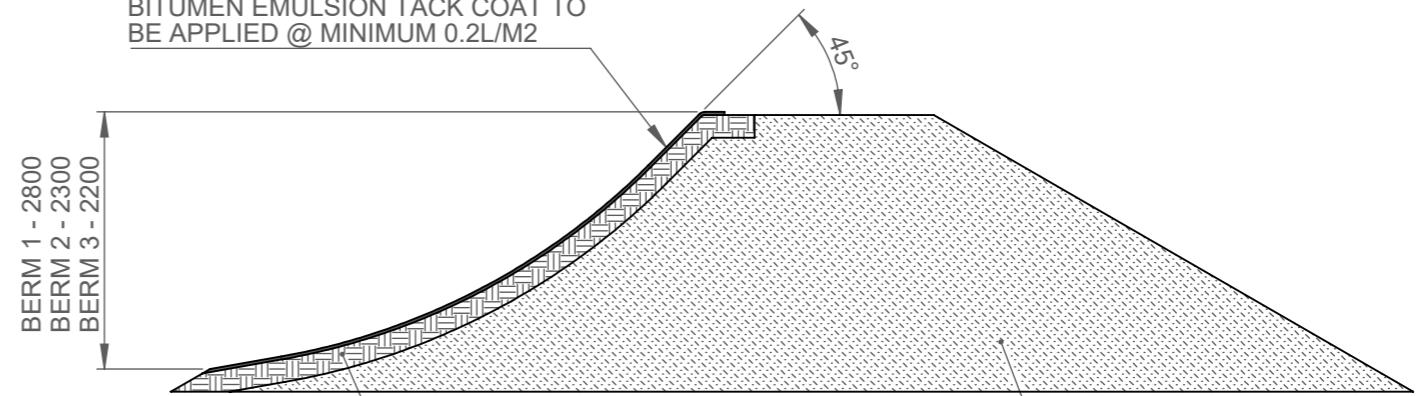


BASE COURSE
BASE COURSE LAYER TO BE
APPLIED TO ACHIEVE 200MM
COVER OVER THE ENTIRE
SURFACE TO BE COVERED IN
ASPHALT. MATERIAL MUST BE
COMPACTED TO A MINIMUM 90%
STANDARD DRY DENSITY.

SUB GRADE
ALL SUBGRADE, EXISTING OR
NEW, MUST BE COMPACTED TO A
MINIMUM 90% STANDARD DRY
DENSITY

BERM ENTRY SECTION

ASPHALT AC10 RESIDENTIAL MIX @
35-45MM COMPACTED DEPTH
BITUMEN EMULSION TACK COAT TO
BE APPLIED @ MINIMUM 0.2L/M2



BASE COURSE
BASE COURSE LAYER TO BE
APPLIED TO ACHIEVE 200MM
COVER OVER THE ENTIRE
SURFACE TO BE COVERED IN
ASPHALT. MATERIAL MUST BE
COMPACTED TO A MINIMUM 90%
STANDARD DRY DENSITY.

SUB GRADE
ALL SUBGRADE, EXISTING OR
NEW, MUST BE COMPACTED TO A
MINIMUM 90% STANDARD DRY
DENSITY

BERM APEX SECTION

REV	DESCRIPTION	BY	DATE
2	ISSUED FOR APPROVAL	J.R.	18.08.22
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0	ISSUED FOR REVIEW	J.R.	05.07.22



PROJECT	SORELL BMX FACILITY
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DRAWN	J.R.	DATE	05.07.22
CHECKED	T.K.	DATE	05.07.22
APPROVED		DATE	
SCALE	1:200		

DIMENSIONS IN METERS		DO NOT SCALE
TITLE PROPOSED BERM DETAIL		
PROJECT	DRAWING No. 3907-M008	
SHEET No. 1 OF 1		REV 2

