



**GILGANDRA
SHIRE COUNCIL**

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**QUOTATION DOCUMENTATION &
SPECIFICATION**

Q19/20

McGRANE OVAL PICKET FENCING

McGrane Oval,

Byrne Avenue, Gilgandra NSW 2827

**Quotations close at 11:00am
Friday, 10 July 2020**

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1. BACKGROUND INFORMATION

McGrane Oval is Gilgandra Shire's principal sporting precinct and is utilised by a range of sporting groups from grassroots sports through to senior sporting competitions.

Gilgandra Shire Council has been able to secure grant funding through the Stronger Country Communities Fund (SCCF) to upgrade McGrane Oval in accordance with the McGrane Oval Masterplan. The objective of this masterplan is to achieve a higher-level facility for our community, to increase usage and levels of participation and to enable the hosting of regional events.

As part of the McGrane Oval Masterplan (under the Stronger Country Communities Fund), there are proposed works to remove the existing oval fencing, and erect a new picket oval fence.

2. PROJECT DETAILS

Gilgandra Shire Council is seeking quotations from suitably experienced fencing contractors to complete the proposed fencing works as detailed within this Quotation Document.

The quotations are to include all work associated with the removal of the existing oval fencing and the erection of a new powder coated steel picket fencing to the oval, as detailed.

The desired outcome is to improve the functionality and aesthetic nature of McGrane Oval.

Due to existing service locations the new fencing will essentially follow the line of the existing fencing but will, however, be positioned inside the original fence line by approximately 300mm for the perimeter, as detailed.

The Contractor shall be satisfied, before submitting a quotation, as to the nature of the site, the form and nature of the work, the materials required, the means of access and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may affect or influence the cost of the project.



Figure 1 Site Location



Figure 2 – McGrane Oval Site



Figure 3 Indicative image of the proposed picket oval fencing

3. CONDITIONS OF QUOTATION

These conditions of quotation will form part of the contract.

Definitions:

In these Conditions of Quotation and the Specification, the words 'Principal', 'Owner' and 'Council' means Gilgandra Shire Council.

"Approved" means approved by Council.

"Interested Contractor" means those Contractors interested in submitting a written quotation for the works within this Quotation Documentation and Specification.

"Contractor" means the Contractor that has been contracted by Council to carry out the works.

"Worker" means any person who carries out work in any capacity for a business or undertaking. Workers include direct employees, subcontractors and employees of subcontractors, employees of labour hire companies and apprentices.

"Successful Contractor" means the contractor that has been successful with their quotation, prior to the contract being signed.

3.1 Nature of Quotation

A Lump Sum Quotation inclusive of GST, NOT subject to "Rise and Fall" is required for the carrying out of the works described in this Specification and shown on the drawing.

The Contract is for the installation of a steel picket fence to the perimeter of the McGrane Oval, as described in section 4.1 and shall include:

- Preliminaries
- Site Preparation
- Demolition
- Fencing Works
- Concrete Works
- Inspection

The Lump Sum for which the works will be completed is to be submitted on the Quotation Form provided.

3.2 The Site

The site is situated at Lot 78 Byrne Avenue, Gilgandra NSW 2827 (on the corner of Eiraben Street and Byrne Avenue).

Due to the COVID-19 pandemic and restrictions on non-essential public gatherings (more than 2 people), a compulsory site meeting will not be held, however interested contractors have the opportunity and are encouraged to visit the site at any time during business hours to familiarise themselves with the site and surrounding areas.

3.3 Sufficiency of Quotation

Interested contractors shall be deemed to have satisfied themselves before submitting their Quotation as to the correctness and sufficiency of their Quotation, the nature of the contract and specification, the form and nature of the work, the materials required, the means of access, and in general shall themselves obtain all necessary information as to the risks, contingencies and other circumstances which may affect or influence their Quotation.

3.4 Quotation Validity Period

Council notes the current uncertainties in the construction industry regarding the potential impacts of COVID-19 and may not wish to accept a quotation or enter into a legally binding contract for the construction of the works at this time.

To this end, the Quotation shall remain fixed, valid and open for acceptance by Council for a period of 120 days from the Quotation closing date.

Council has no obligation to accept the lowest or any quotation.

The successful contractor and Council may agree to extend the validity period by agreement in writing.

3.5 Submission of Quotations

Quotations (including GST) must be completed on the Quotation Form supplied and submitted prior to the closing time of **11am on Friday, 10 July 2020**. Late quotations will not be accepted.

3.6 Selection Criteria

Quotations will be assessed according to the following criteria:

- Value for money
- Contractor's previous performance on similar type projects and ability to undertake the works, including referee checks
- Timeframe for Construction

Gilgandra Shire Council has a local purchasing policy.

3.7 Acceptance of Quotation

The lowest or any Quotation will not necessarily be accepted. A Quotation shall not be deemed to be accepted unless and until notice of such acceptance is handed to the Contractor or is posted/emailed to them at the address appearing on their Quotation.

3.8 Referees

All interested contractors shall provide a list of three (3) referees. Referees will be contacted during business hours to verify that the contractor has completed contracts of a similar nature, to a high quality standard and in a timely manner.

3.9 Contract (Agreement and Conditions)

The Contract to be entered into will be a Minor Works Contract prepared by Gilgandra Shire Council. The successful Contractor will be notified in writing within seven (7) days of a Council decision. The successful Contractor shall, within fourteen (14) days of such notification, enter into and sign the Articles of Agreement included in the Contract. Copies of this Contract will be available on request

In the event of no quotation having been accepted within thirty (30) days after closing of quotations, the quoted prices shall hold only with the consent of the Contractors.

Should the successful contractor fail to sign the Contract within fourteen (14) days of notice of acceptance of their quotation and commence work on the date specified, Council may award the contract to another party.

3.10 Drawings

Three (3) copies of this document and three (3) copies of the drawing will be made available to the successful Contractor. Additional copies may be purchased by the successful Contractor.

3.11 Completion, Default and Liquidated Damages

Contractors shall state the completion time they require on the Quotation form. Liquidated damages may be applied in accordance with the Conditions of Contract at the rate of **\$100.00 per day** (viz: Clause 16.3).

3.12 Defects Liability and Retention

The Defects Liability period on this Contract shall be 12 weeks after the date of Practical Completion. Retention money for this project will be as follows:

- 5% up to date of Practical Completion
- 2.5% thereafter until final payment

3.13 Contract Administration

This Contract will be administered by Gilgandra Shire Council. For the purposes of this contract, Gilgandra Shire Council will be regarded as the "Principal".

3.14 Contact Information

All enquires in relation to this building contract are to be directed to:

Mr Jason Brook
Project Coordinator
Gilgandra Shire Council
PO Box 23
Gilgandra NSW 2827
E-mail: jbrook@gilgandra.nsw.gov.au
Phone: (02) 6817 8800

For the purposes of the Contract, Brian Irvin (GSC Project Manager) will be the nominated Authorised Person.

3.15 Progress Claims Assessments

To assist with Progress Claims Assessments, the Contractor is to provide a completed Trade Break-up listing with each Progress Claim. Such Trade Break-up is to assist the determination of Progress Claims and is not to be used for other purposes. Contractors are to submit with their progress claims a sub-contractor payment declaration stating that all relevant contractors have been paid, if required.

3.16 Work Health and Safety

Contractors are obligated to abide by Council's Work Health and Safety policies including UV and PPE procedure and Drug and Alcohol policy and procedure (copies can be obtained at Council's office or on Council's website) and to observe directions on health and safety from designated Council officers. Failure to comply with this will be considered a breach of the agreement and sufficient grounds for termination.

Prior to commencing works, the contractor will also be required to provide Council with the following information:

- copies of all licences for sub-contractors
- copies of Health & Safety General Construction Induction Training Card (White Card)

Council may direct the Contractor to suspend the performance of this Agreement should the Contractor fail to meet its obligations in accordance with the Work Health & Safety Act 2011 and Work Health & Safety Regulation 2017.

Contractors are obligated to use Council's Contractor/Service Provider Health and Safety Requirements (WHS 014A-C), as attached, including the completion and submission of Part 2 "WHS Expectations and Responsibilities Agreement".

3.17 Alcohol and Other Drugs

Any workers will be required to abide by Gilgandra Shire Council's Alcohol and Other Drugs Policy and Procedure.

Any Contractor or Contractor's workers attending work under the effects or influence of alcohol or other drugs will not be permitted to commence or continue work.

Any time the Contractor or Contractor's workers are taking any prescribed medication or over the counter medication that may impair their ability to carry out their duties safely, Council must be informed prior to work commencing.

Council, at its own discretion, may arrange for random drug and alcohol testing during the engagement period.

3.18 Construction Work Code of Practice – August 2019

The Contractor shall ensure that **all** works conducted on site shall be in strict accordance with the *Construction Work Code of Practice – August 2019* issued by Safe Work Australia, in association with SafeWork NSW and the NSW Government, and any other relevant Codes of Practice.

A copy of the *Construction Work Code of Practice – August 2019*, and any other relevant Codes of Practice can be obtained through the SafeWork NSW website:

www.SafeWork.nsw.gov.au

Council will provide a full induction to the work site to the successful contractor and the contractor will then be responsible for inducting all other workers and visitors to the site.

3.19 Insurances

The successful contractor will be required to provide proof to being insured with:

- Public Liability Insurance policy of a minimum \$20,000,000
- Workers' Compensation Insurance or, for a sole trader or operative partner of partnership, evidence of a Personal Accident Insurance policy is to be provided
- All relevant plant and equipment to be used at the site

All registration and insurance documents to be supplied to the Principal prior to contractor commencing work.

Council will not be responsible for any damage sustained to contractor's plant and equipment at the site.

The successful tenderer will be sent a link to "Vault Contractor" which is a self-service portal for contractors to upload copies of insurance documents and update on expiry and edit any details.

All contractors who are engaged by Gilgandra Shire Council are required to be registered with "Vault Contractor" before the commencement of any work for Council.

3.20 Site Security

The successful contractor shall install safety fencing, such as barrier mesh fencing or the like (to be approved by Gilgandra Shire Council), to the immediate worksite to provide for public safety during the demolition and construction works.

4. PRELIMINARIES

4.1 *Scope of Work*

These specifications cover work necessary for the construction of the proposed works at:

Project: **McGrane Oval Picket Fencing**

Address: **Lot 78 Byrne Avenue, Gilgandra**

Client: **Gilgandra Shire Council**

The Specifications shall be taken as being generally applicable to the design as indicated on the accompanying Working Drawings:

Working Drawings prepared by Gilgandra Shire Council

- Drawing Number PF-1A-A01 Site Plan
- Drawing Number PF-1A-A02 Service Locations
- Drawing Number PF-1A-A03 Concrete Detail
- Drawing Number PF-1A-A04 Concrete Detail
- Drawing Number PF-1A-A05 Fence Detail

By forming part of the Contract. If discrepancy between specification and drawings occur, the Contractor shall be deemed to cover the alternative that involves the greater cost.

4.2 *Dimensions*

- 4.2.1 Figured dimensions take preference to scaled dimensions
- 4.2.2 The Contractor shall verify measurements and levels on the site before ordering materials, commencing site work or any fabrication work

4.3 *Contractor's Responsibility*

- 4.3.1 Comply with all building regulations, give all notices necessary to the local authorities, provide any temporary services, workers' amenities and supply all materials, scaffolding, tools and plant required to excavate the works
- 4.3.2 Cover the proposed works with:
 - a) Contractors All Risk Insurance
 - b) Workers' Compensation and Public Risk Insurance indemnifying the Owner and Contractor against any claim at Common Law
 - c) Fire Insurance to cover the project for its full insurable value, removal of debris plus any associated fees thereto
- 4.3.3 Produce the policies listed in clause 3.19 before the first progress claim
- 4.3.4 Make good all roads, pavements and adjoining property
- 4.3.5 Allow the Principal access to the works at all times
- 4.3.6 Adequately oversee every aspect of the building works
- 4.3.7 Be responsible for providing proper and adequate security for the works until completion of project, plus amenities for workers on-site
- 4.3.8 Not proceed with variations without written approval
- 4.3.9 Keep accurate records of time delays due to weather, etc.
- 4.3.10 Be solely responsible for the execution and completion of the Contract including sub-contracted work, which they shall coordinate so that the works proceed without delay. The Contractor shall ensure that in addition to items of work specifically mentioned in the relevant sections, each trade shall assist, leave holes for, cut away for, do chasing and drilling for, make good after, and arrange work sequence with every other in such a manner as to promote the best interests of the work as a whole.

4.4 Standards

Materials: Unless otherwise specified materials shall be new and of the best quality.

Workmanship: Shall be up to first class standards and to the satisfaction of the Principal.

Standards: Current Australian Standards, codes of practices and approved construction practices shall be strictly adhered to. Some Australian Standards that apply to this project include:

AS/NZS 1554.1 - 2014 "Structural Steel Welding - Welding of Steel Structures"

AS/NZS 1163 – 2016 "Cold-formed Structural Steel Hollow Sections"

AS/NZS 1725.1 - 2010 "Chain Link Fencing - Security Fences and Gates"

AS/NZS 4506 - 2005 "Metal Finishing - Thermoset Powder"

AS/NZS 3600 - 2018 "Concrete structures"

4.5 Drawings and Specifications

The Contractor shall provide everything necessary for the proper execution of the works, to the true intent and meaning of the drawings and specifications, taken together. Any item showing on the drawings and not specified or vice versa, shall be taken as included in the contract. Any other item not mentioned or shown but obviously necessary for the completion of the work generalised in these drawings and specifications shall be executed by the Contractor without extra to the contracted sum.

4.6 Completion

The structure shall be deemed completed when it passes final inspection by Council Officers.

4.7 Inspections and Hold Points

Inspections will be carried out by Gilgandra Shire Council's Projects Team during the course of this project at key points during the construction process to ensure Council's satisfaction with the works to that point prior to proceeding further, as follows:

1. Installation of pier footings, with posts installed in situ prior to pouring of concrete
2. Installation of strip footing (concrete plinth), with all boxing, steel reinforcement fabric complete (including bar chairs) prior to the pouring of concrete
3. Completion of the works

The Contractor shall give the required notice to Council's Projects Team when each Component of the job requiring inspection is ready.

4.8 Protection of Site

Take all necessary precautions against theft and vandalism on the site of the works. No claims for damage done to the building, site or equipment through default of the Contractor to take security precautions shall be allowed.

5. DEMOLITION

5.1 *Scope of Work*

The work required under this section includes all work associated with the demolition and removal of the existing oval fencing.

All work is to comply with AS2601 - 1991 "The Demolition of Structures".

The contractor shall:

- Make allowances for disconnection, diverting and/or sealing off any existing services, particularly water and electricity
- Complete demolition work as required and removal of demolished materials from site
- Make good to damage resulting from failure to provide adequate protection; and
- Leave the site in an entirely clean condition.

5.2 *Demolition Works*

The demolition works are to include the following, as required:

- Cut off all steel posts just below ground level taking care that no steel is left protruding above existing piers so not to cause a trip hazard.
- Remove all steel posts, rails, and chain-link fabric.



Figure 4 Existing oval fencing

5.3 *Ownership of Demolished Materials*

There are no demolished materials scheduled for re-use on this project and therefore all demolished materials shall be the property of the Contractor.

Note:

Contractors shall include the residual value of materials resulting from the demolition of the existing fence (salvage value) within their quoted price.

5.4 *Generally*

All demolition shall be carried out in a careful and systematic manner with a minimum of inconvenience to the users of the facility, Council staff and the general public. .

Hours of demolition work are to be limited to 8:00am to 4:00pm on weekdays only.

5.5 *Existing Services*

Before commencing demolition operations carefully check positions of existing water, irrigation and electrical services. Each service will be disconnected by the Contractor at the appropriate time and re-routed, if required. Work will be carried out in accordance with the regulations of each authority involved.

Note: Contractors shall be aware of the electrical mains for the new lighting system, and that the concrete strip footing (plinth) will pass over these mains in at least 4 locations.

5.6 *Making Good*

Any portion of the surrounding area affected by demolition work shall be made good by the Contractor.

6. CONCRETE WORKS

6.1 Scope of Work

The work required under this section includes the excavation of piers and a continuous strip footing to serve as a plinth under the fence.

All work to comply with:

- AS 3600 - 2018 "Concrete Structures".
- AS 2870 - 2011 "Residential slabs and footings - Construction"
- AS 1012 "Methods of Testing Concrete"
- AS 1379 "Ready Mixed Concrete"

6.2 Steel Reinforcement

Supply and install one (1) layer of 3/11TM trench mesh to continuous strip footing (concrete plinth) which must comply with AS2870 - 2011, ensuring a minimum cover of 30mm.

6.3 Concrete

All concrete shall be 'ready mixed', supplied to the site with 80mm slump and 25mpa strength for the continuous strip footing and piers and be placed in accordance with AS 3600 - 2018.

6.4 Concrete Strip Footing (Plinth)

Concrete Plinth:

- To be finished with a steel trowel and edged
- To have the top of plinth 50mm above ground level to allow lawn to be trimmed up to plinth
- To have control joints placed at 2.4m centres or centered between fence posts to minimize cracking
- The concrete plinth will be flush to ground level and not protrude the 50mm above ground level between gate openings

6.5 Concrete Piers

Concrete piers to be mass poured. Strip footing (plinth) to be poured over piers.

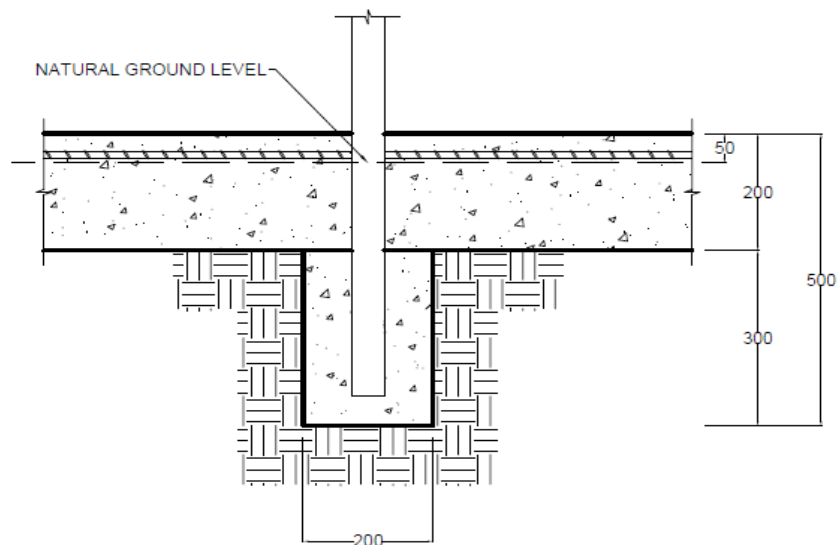


Figure 5 Indicative section of the proposed piers and strip footing (plinth)

7. FENCING WORKS

7.1 Scope of Work

The work required under this section includes the set-out and excavation of piers and footings and the erection of the new oval fence.

All work to comply with:

- AS 1554.1 - 2014 "Structural Steel Welding – Welding of Steel Structures".
- AS/NZS 1163 – 2016 "Cold-formed Structural Steel Hollow Sections"
- AS 1725.1 - 2010 "Chain Link Fabric Fencing - Security Fences and Gates".
- AS 4506 - 2005 "Metal Finishing - Thermoset Powder".
- AS 3600 - 2018 "Concrete Structures".

7.2 Site Survey and Set-out

The contractor shall locate underground services (electrical, water and drainage, NBN) using Dial before you dig and an accredited service locator. Establish a horizontal and vertical survey, record existing ground elevations and stake out the location of the piers/footings to be excavated and secure the Principal's approval before commencing with any excavations. If in the opinion of the Principal, modification of the line or grade is advisable before or after stake-out, the Principal will issue detailed instructions in writing to the Contractor. The Contractor shall revise the stake-out for further approval.

7.3 Excavations

- Excavate pier holes to the following dimensions: 200mm Diameter x 600mm Depth.
- Excavate strip footing for concrete plinth to the following dimensions: 300mm width x 300mm depth.

Cut all excavations true to lines, widths, and depths shown on the drawings or otherwise stated by the principal. Stockpile suitable excavated material for backfilling purposes and dispose of unsuitable excavated material at a Council approved dumping site.

7.4 Fencing

The maximum height of the oval fencing will not exceed 900mm. This is to ensure that the patron's view is not obstructed by the oval fencing. The Contractor is to provide details on the Oval Fencing panels with their quotation. The following table shows Councils preferred specifications of the overall fence.

| Item | Description |
|-----------------------|--------------------------------------------------------|
| Composition | Powder Coated Cast Alloy (TIG Welded), white in colour |
| Panel Length | 2350mm (2400mm centres) |
| Picket Height | 900mm |
| Picket Width | 75mm |
| Picket Thickness | 16mm |
| Picket Wall Thickness | 1.2mm |
| Picket Spacing | 53mm (128mm Centres) |
| Picket cap | "Moon" Profile Insert Cap |
| Posts | 50mm x 50mm. Post caps to be white |
| Post Wall Thickness | 1.6mm |
| Rails | 50mmx50mm |
| Rail Wall Thickness | 1.6mm |

7.5 Swing Gates

The contractor is to allow for six (6) 1.2m single swing gates, one (1) 2.4m double swing gate and two (2) 4.8m double swing gates to match fence panel construction with provisions for heavy duty hinges fixed by M8 bolts. All gates are to be constructed with a provision to use a padlock to lock the gate.

7.6 Fence Finish

The finish will be "White" Polyester powder coat to AS 4506 - 2005 "Metal Finishing - Thermoset Powder" to the Cast Alloy (TIG Welded) picket fence system.

An Anti-graffiti coating that assists in the removal of graffiti shall also be applied to the picket fence system.

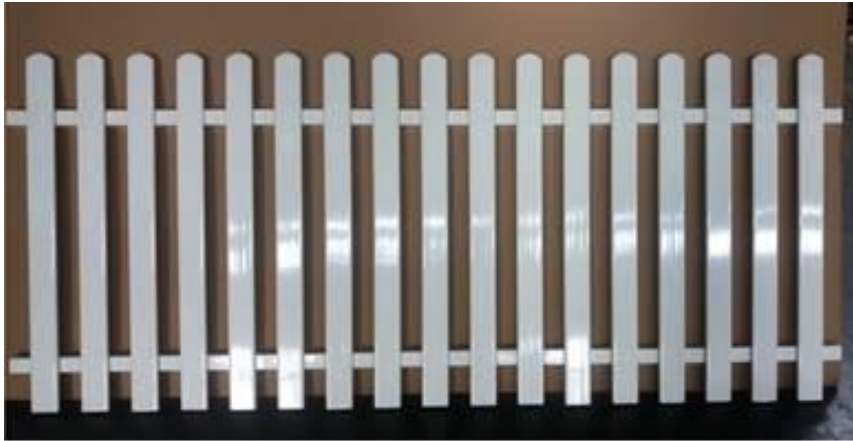


Figure 6 Indicative photograph of the proposed picket oval fencing (cast alloy system)

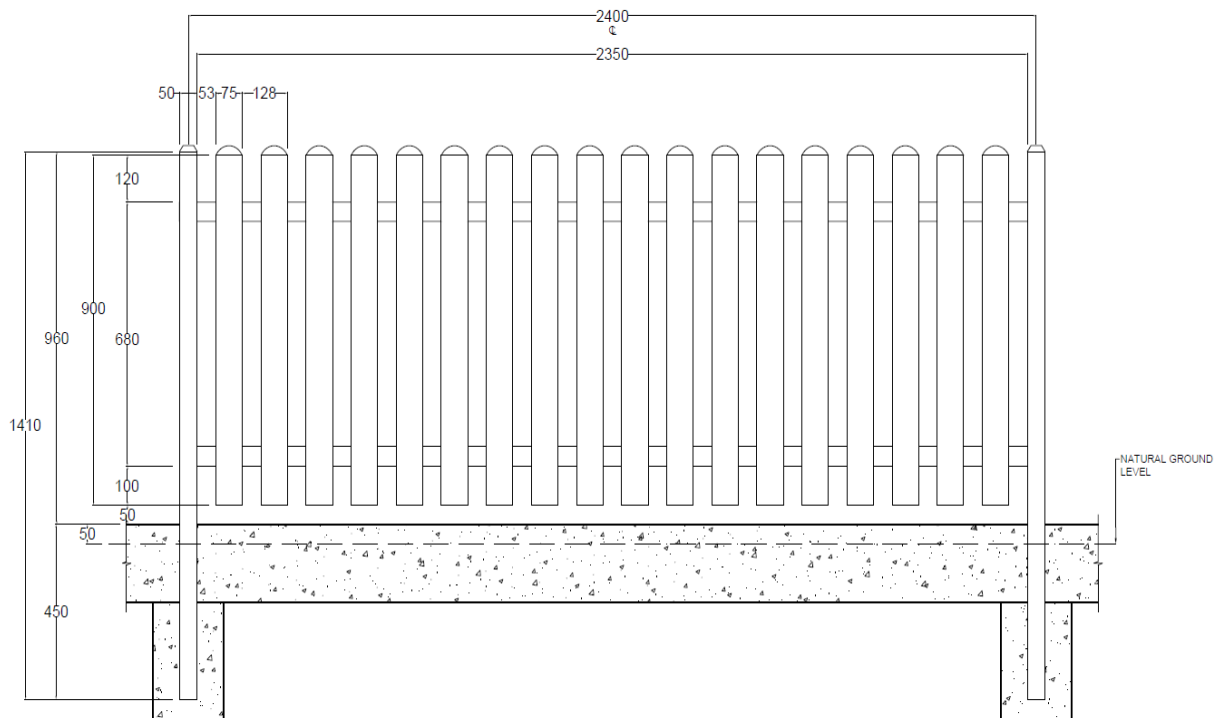


Figure 7 Indicative elevation of the proposed picket oval fencing (cast alloy system)



Figure 8 Indicative image of the proposed picket oval fencing

7.7 *Plastic Picket Fence Option*

Contractors that specialise in plastic fence panels can submit their quotation based on using a High impact UV resistant plastic picket fence system, white in colour.

Details of the proposed system shall be included on the quotation form.

An Anti-graffiti coating that assists in the removal of graffiti shall also be applied to the picket fence system.

GILGANDRA SHIRE COUNCIL

STATEMENT OF BUSINESS ETHICS

GENERAL PRINCIPLES

Gilgandra Shire Council expects all its representatives, staff and Councillors to behave ethically and to abide by a written Code of Conduct. Council also expects private industry and its representatives to maintain similar standards of ethical conduct in their dealings with Council.

There are two main principles that form the basis of Gilgandra Shire Council's business agreements. Firstly, there is the need to get the best possible value for public money. Secondly, Council needs to demonstrate impartiality and fairness at all stages of the process.

These principles enable suppliers to promote their interests productively and avoid potentially questionable activity. Those providing goods and services also benefit from the assurance that their competitors are required to behave in accordance with the same guidelines.

VALUE FOR MONEY is determined by considering all the factors which are relevant to a particular process. For example quality, reliability, timeliness, service, initial and ongoing costs are all factors which can make a significant impact on benefits and costs. Value for money does not mean "lowest price".

However, the lowest price bid might offer best value if it meets other essentials such as quality and reliability.

IMPARTIALITY AND FAIRNESS are about being objective, even-handed and reasonable. An impartial person will try objectively to establish criteria for determining best value for money and will work hard to objectively assess each quotation against criteria. A fair person would not for example change or introduce new selection criteria midway through the quotation process without advising all persons submitting a quotation.

Being impartial includes taking into account the practicalities of a given situation. Impartiality does not require for example inviting bids from firms which have performed poorly in the past. In some circumstances, fairness takes into account the effects of actions of others. It would be unfair to call quotes when there is no serious intent to award a contract subject to a satisfactory offer.

Fairness does not necessarily mean pleasing everyone. Some people are occasionally adversely affected by fair decisions. Council operates from a view point where it wishes to be fair in all its dealings and minimise where possible, any adverse effects of its decisions.

Gilgandra Shire Council expects staff and Councillors to:

- Respect and follow Council's policies and procedures.
- Treat all quotes for the supply of goods and services equitably.
- Promote fair and open competition while seeking best value for money.
- Protect confidential information.
- Meet or exceed public interest and accountability standards.
- Respond promptly to reasonable requests for advice and information.
- Avoid situations where private interest could conflict with public duty.
- Never solicit or accept remuneration, gifts or other benefits from a supplier for the discharge of official duties.

Council expects contractors, suppliers and consultants to:

- Respect the conditions set out in documents supplied by Council,
- Respect the obligation of Council staff to abide by Council's procurement and disposal policy.
- Abstain from collusive practices.
- Prevent unauthorised release of privileged information, including confidential Council information.
- Refrain from offering Council employees or Councillors any financial or other inducement which may give any impression of unfair advantage.

HOW IT WORKS

There is no absolute definition of “ethical behaviour”. If there is any doubt about the ethics of a proposed action, a sensible test is whether or not you would be happy to see your behaviour published in the local newspaper.

Staff and Councillors of Gilgandra Shire Council or those in the employ of a contractor, supplier or consultant who are concerned that a breach of the law or of ethical conduct may have taken place, should discuss the matter with Gilgandra Shire Council’s Public Officer on (02) 6817 8800.

If an apparent breach of any agreed standard of ethical conduct is identified, then the matter should be immediately brought to the attention of the General Manager or the Public Officer on (02) 6817 8800.

CODE OF CONDUCT

Council contractors will also be required to observe the relevant provisions of Council’s Code of Conduct based on the Department of Local government Model Code of Conduct for Local Councils in NSW.