



**GILGANDRA
SHIRE COUNCIL**

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**REQUEST FOR QUOTATION
&
SPECIFICATION**

Q43/21

***FIRE PROTECTION -
SUPPLY AND INSTALL PIPEWORK***

***Cootee Lodge Retirement Village
GILGANDRA NSW 2827***

**Quotations close at 11:00am
Friday, 17 September 2021**

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1. INTRODUCTION

The Gilgandra local government area is situated in the central west of NSW and covers an area of 4800 square kilometres, including the township of Gilgandra and three smaller villages of Tooraweenah, Armatree and Curban

Cooee Lodge Hostel is located in a rural setting, within 1 kilometre of the Gilgandra CBD and adjacent to the Gilgandra Multi-Purpose Health Service and medical facilities. The Hostel is within the grounds of the Cooee Lodge Retirement Village and is owned and operated by Gilgandra Shire Council (GSC).

The Building Code of Australia (BCA) requires a building over 500m² to be protected by a fire hydrant system in accordance with Australian Standard 2419.1 – 2005 Fire Hydrant System – Design, Installation and Commissioning and the NSW Code of Practice for Plumbing and Drainage.

The fire protection system fed from Council's water reticulation network cannot provide the required flow rates at the minimum residual pressure required under the Australian Standards.

Gilgandra Shire Council is seeking quotations from suitably qualified, experienced and licenced contractors to supply and install approximately 400m of pipework, booster valve assembly, all other valves, hydrants and meters at Cooee Lodge Hostel to ensure compliance with the BCA and Australian Standards and to continue to promote a safe environment that meets the resident's needs.

2. SUMMARY OF THE PROJECT

GSC seeks to procure professional services from contractors for the construction work as outlined in the Principal's Project Requirements.

The fire protection system is required to be upgraded as follows:

- Supply and installation of an independent water reticulation system (pipework) for firefighting purposes only (Class 16 blue brute pipework)
- Supply and installation of Fire Brigade booster assembly
- Supply and installation of Fire Brigade suction and inlet connection to booster pumps
- Supply and installation of Double detector check valve/s
- Supply and installation of Dual head hydrants to protect buildings - located above ground between 750mm to 1200mm high and within a minimum of ten (10) metres from the building it is protecting. The fire hydrants are required to be within maximum distances from fire truck hardstands (i.e. feed hydrants 20m and attack fire hydrants 50m)
- Supply and installation of Valves and meters
- Disconnection and removal of redundant Fire Brigade booster assembly
- Site restoration
- Certification and commissioning of the pipework

The Principal expects that the construction will be carried out by a contractor with relevant knowledge, experience and expertise in the construction of municipal water reticulation.

The project must be completed by 12 November 2021.



Figure 1: Location of Cooee Lodge Hostel, Gilgandra

2.1 **Timetable**

An indicative timetable for the conduct of this RFQ is described below. This timetable may be amended by GSC from time to time.

Event/activity	Proposed date
Issue of Request For Quotation	25/08/2021
Closing date for Quotations	17/09/2021
Completion of services	12/11/2021

3. **CONDITIONS OF QUOTATION**

3.1 **Terms of Engagement**

The contractor will be engaged in accordance with the terms and conditions set out the Gilgandra Shire Council Minor Works Contract for a Lump Sum fixed price inclusive of all expenses and disbursements. The Lump Sum price shall not be subject to rise and fall.

3.2 **On-Site Pre-Quotation Meeting**

An onsite inspection may be arranged between Council's Project Manager and interested Contractors, but only with the mandatory consent and prior arrangement of Council. Due to current COVID restrictions, all visits must be scheduled between 10am and 11am on weekdays and must comply with the current Public Health Orders, social distancing requirements and any other COVID-19 related safety precautions as directed.

At this meeting interested contractors will have the opportunity to raise matters they consider relative to their quotation. Minutes from the on-site meeting will be circulated to interested contractors, and will form part of the Contract.

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.

The contractor acknowledges and agrees that:

- a) no variations or extras will be permitted to its submitted quotation other than those provided at the request of, or with the written consent of Council in circumstances allowed by law;
- b) none of these Conditions of Quotation will be waived, discharged, varied, amended, modified or released except by written notification by Council;
- c) the interested contractor shall be responsible for any interpretation, deduction and conclusion made from the information made available and accepts full responsibility for any such interpretation, deduction and conclusions.

3.4 Quotation Validity Period

The Quotation shall remain fixed, valid and open for acceptance by Council for a period of 90 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 Contact Information

Any queries with regard to this Quotation should be directed to Ms Carmel Kennedy on (02) 6817 8800 during business hours.

No information or advice given by the above contact or other Council representatives is to be relied upon unless it is in writing.

GSC may provide the answer to any query from an interested contractor to all other interested contractors without disclosing the source of the query.

Without limitation, interested contractors should expect that answers to queries that provide additional substantive information will be provided to all other interested contractors

Unauthorised communication with other staff of Council may lead to disqualification of the quotation.

Canvassing of Councilors or staff in relation to the award of this contract will automatically disqualify an interested contractor.

3.6 Submission of Quotations

Quotations must be submitted on the attached Quotation Form by 11am on Friday 17 September 2021 via email to: council@gilgandra.nsw.gov.au.

Quotations received after the Closing Time and date will not be accepted.

GSC may, by written notice, extend the Closing Time. Where GSC extends the Closing Time, the new Closing Time will be advertised on Council's website: <https://www.gilgandra.nsw.gov.au/Your-Council/Tenders-Quotations/Current-Quotations> and will apply equitably to all interested contractors.

Interested contractors should provide:

- a) the Quotation Response Form in the prescribed format
- b) availability to commence the project
- c) copies of all other documents requested in the RFQ and
- d) any other files the interested contractor wishes to submit

GSC is not obliged to consider a correction or additional information received after the Closing Time.

3.7 Supporting material

The interested contractor may provide such supporting material with their Quotation, as the interested contractor considers appropriate. Such material may be considered by GSC, but does not form part of the Quotation for evaluation purposes.

3.8 Opening of Quotations

Quotations will be opened at the Gilgandra Shire Council Offices, 15 Warren Road, Gilgandra, at 11am on Friday, 17 September 2021.

Quotations will be opened by a designated Council Officer in the presence of at least one other person appointed by the General Manager of Council. Any member of the public may inquire as to whether Council has received a particular quotation or the number of quotations received. No other information will be provided.

3.9 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 to them at the address appearing on their Quotation.

3.10 Selection Criteria

Quotations will be assessed according to the following criteria:

- Value for money
- Conformance with Quotation Documentation
- Timeframe for Construction
- Contractor's previous performance, including referee checks

Gilgandra Shire Council has a local purchasing policy.

3.11 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.

3.12 Probity

GSC is committed to ensuring that competition for the provision of the goods/services is fair and open. For interested contractors this means that:

- a) all evaluation and selection processes will be conducted in accordance with the processes set out in this RFQ
- b) assessment of quotations will be conducted consistently and objectively
- c) each interested contractor will have access to the same information about the RFQ
- d) information provided in a quotation will be secure, and all confidential information treated as such
- e) all actual, potential or perceived conflicts of interest will be addressed

3.13 Consortia / Aggregation of Contractors

Council shall engage a Principal Contractor who is responsible for the delivery for the whole of works. Council will not enter into an agreement that involves a consortium or aggregation of contractors and sub-contractors.

3.14 Collusive Quoting

Any participation in, or condoning of, a collusive activity by an interested contractor shall lead to the immediate disqualification of the interested contractors involved. Any interested contractor involved may be barred from quoting for any further contracts with Council. A collusive activity includes, but is not limited to:

- a) any agreement as to who should be successful Contractor
- b) any meeting of interested contractors to discuss their quotations prior to the submission to Council, unless Council is present at that meeting(s)
- c) any exchange of information between interested contractors about their quotations
- d) any agreement for the payment of money or a regard or benefit for unsuccessful interested contractors by the successful Contractor
- e) any agreement or collaboration of interested contractors to fix prices, rates of payment of industry association fees or conditions of contract
- f) the submission of a "cover quotation", being a quotation submitted as genuine but which has been deliberately priced in order not to win the contract

3.15 Sub-Contractors

If an interested contractor proposes that any part of the requirement in this RFQ is to be performed under subcontracts, the names of the proposed sub-service providers and details of the work proposed to be undertaken by them must be set out in the response.

The successful Contractor will:

- a) be responsible for the actions of any sub-service provider
- b) at all times remain responsible for the delivery of the requirement as set out in the Principal's Project Requirements
- c) Sign and submit a sub-service provider's declaration with each progress claim that will be made in conjunction with the goods or services delivered under this quotation

3.16 Acknowledgment and disclaimer

GSC, its officers, employees, advisors and agents:

- a) make no express or implied representation or warranty as to the currency, reliability or completeness of the information contained in this RFQ
- b) make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct
- c) to the extent permitted by law, expressly disclaim all liability arising from information contained in or omitted from this RFQ or otherwise provided to an interested contractor.

It is the responsibility of interested contractors to obtain all information necessary or convenient for the preparation of their Quotations.

In submitting a Quotation, each interested contractor acknowledges that it has not relied on any express or implied statement, representation or warranty as to the truth, accuracy or completeness of the information contained in this RFQ, or otherwise provided to an interested contractor by GSC or on GSC's behalf.

3.17 Gilgandra Shire Council's Rights

Notwithstanding any other provision of this RFQ, GSC reserves the right, at any time to:

- a) alter, amend or vary this RFQ and the process outlined in this RFQ
- b) if GSC considers that it is in the Public Interest to do so, suspend or terminate this RFQ process or any part of it
- c) require additional information or clarification from any interested contractor or anyone else, or provide additional information or clarification to any interested contractor or anyone else
- d) negotiate or not negotiate with any one or more interested contractors, and discontinue negotiations at any time
- e) allow, or not allow, the successful Contractor to enter into the proposed contract in the name of a different legal entity from that which provided a response to this RFQ
- f) add to, alter, delete or exclude any of the requirement to be provided by the preferred interested contractor under this RFQ
- g) alter, amend or vary the terms of the Draft Contract at any time, including without limitation during negotiations

For the avoidance of doubt, GSC may exercise its rights under this clause and elsewhere in this RFQ at any time and in its absolute discretion, unless this RFQ or the Local Government Act 1993 expressly provides otherwise.

For the avoidance of doubt, it may be in the Public Interest suspend or terminate this RFQ process if:

- a) there is a decision made to cancel or vary the programme to which the procurement relates
- b) there is a machinery of government change which affects responsibilities between agencies for programmes to which the procurement relates
- c) unforeseen technological or environmental change occur which affects the business case for the procurement as specified
- d) unforeseen technical or operational problems occur which can be attributed to inadequate, incorrect or inappropriate specifications in the request document
- e) there is a discovery of new information materially affecting the policy or operational effectiveness of the continuation of a project and/or procurement as specified
- f) funding is unavailable or insufficient through changes to budget appropriations or inability to obtain authority where necessary

3.18 Conflict of Interest

Interested Contractors must include in their Quotation details of any known circumstances that may give rise to an actual or potential conflict of interest with GSC in responding to this Quotation or in the provision of the property or services specified in the Principal's Project Requirements.

If at any time after the quotation is submitted to GSC, an actual or potential conflict of interest arises or may arise for any interested contractor, that interested contractor must immediately notify GSC in writing. GSC may, in its absolute discretion:

- a) enter into discussions to seek to resolve such conflict of interest
- b) disregard the Quotation submitted by such an interested contractor
- c) take any other action as it considers appropriate

3.19 False or misleading claims

If an interested contractor is found to have made false or misleading claims or statements or obtains improper assistance, GSC may exclude its Quotation from the evaluation process.

Interested contractors should be aware that giving false or misleading information to the GSC is a serious offence under the Criminal Code Act 1995.

3.20 Unlawful inducements

Interested contractors and their officers, employees, agents and advisors must not violate any applicable laws or Council policies in relation to unlawful inducements in connection with the preparation or lodgement of their Quotation and the RFQ process.

3.21 Freedom of Information

Interested contractors should note the operation of the Government Information (Public Access) Act 2009, which gives members of the public the right of access to documents in the possession of the Council.

Interested contractors should obtain their own independent professional advice on the impact of this Act on their participation in the RFQ process.

3.22 Privacy

GSC is obliged to protect personal information in accordance with the public-sector Information Privacy Principles in the Information Privacy and Personal Information Act 1998. GSC reserves the right at any time not to disclose any information that is subject to, or that GSC reasonably believes could be subject to, protection under the Privacy Act.

Interested contractors must comply with applicable obligations under the private-sector National Privacy Principles in the Privacy Act.

If GSC discloses any personal information to interested contractors, they must also comply with the public-sector obligations under the Privacy Act, to which GSC is subject, in relation to that information.

Interested contractors must comply with applicable obligations of the Government Information (Public Access) Act 2009, to which GSC is subject.

3.23 Conduct

Interested contractors should note that GSC expects Service Providers and their personnel to conduct themselves in accordance with the GSC Code of Conduct and Statement of Business Ethics. The Code of Conduct and Statement of Business Ethics can be viewed at: <https://www.gilgandra.nsw.gov.au/Your-Council/About-Council/Public-documents-access-to-information>

3.24 Conditions for Participation - Mandatory Requirements

The Conditions for Participation are mandatory requirements, which describe minimum standards that suppliers must meet for their submissions to be considered. If potential suppliers do not meet the Conditions of Participation, they will be excluded from the remainder of the Quotation process.

The Conditions for Participation are:

- a) The interested contractor and sub-Service Providers must not be bankrupt or insolvent
- b) The interested contractor and sub-Service Providers must not have had significant deficiencies in performance of any substantive requirement or obligation under a prior contract

- c) All Certificates of Currency for the following insurances must be supplied:
- Public Liability (\$20 million)
 - Professional Indemnity (\$20 million)
 - Motor Vehicle and relevant plant insurances & registrations
 - Workers compensation
- d) Sample copy of all Workplace Health and Safety Management Systems including all relevant Safe Work Method Statements (SWMS) must be supplied (refer WHSMS Document: WHS 014A-D – High Risk Work-Construction)
- e) Sample copy of all Quality Management Systems must be supplied
- f) Sample copy of all Environment Management Systems must be supplied
- g) Preliminary Construction Program to be supplied. The program confirm that the interested contractor has planned work within the parameters laid down in the Quotation documents.
- The interested contractors proposed time of completion shall be deemed to be inclusive of an allowance for delays due to wet weather.
- The interested contractor should submit the program in Gantt chart format, which will include the critical path.
- h) Signed acknowledgement of receipt and acceptance of Council's Code of Conduct and Statement of Business Ethics & Declaration of Financial Viability

4. CONDITIONS OF CONTRACT

4.1 General Conditions of Contract

The Contractor will be engaged in accordance with the terms and conditions set out in the Gilgandra Shire Council Minor Works Contract

The Principal in this contract is Gilgandra Shire Council.

4.2 Special Conditions of Contract

These Special Conditions of contract are to be read in conjunction with the Gilgandra Shire Council Minor Works Contract. The definitions provided in the GSC Minor Works Contract apply to this section.

4.3 Nature of Contract

The contract is to be a lump sum fixed price contract inclusive of all expenses and disbursements and not subject to rise and fall during the contract term.

4.4 Variations

No works in relation to a proposed variation shall proceed unless accepted in writing by the Principal.

4.5 Severability

If a court, arbitrator, tribunal or other authority determines that a word, phrase, sentence, paragraph or clause of this Contract is unenforceable, illegal or void, then it shall be severed and the other provisions of this Contract shall remain operative.

4.6 Responsibilities of the Contractor

In addition to the duties outlined elsewhere in this document, the Contractor shall be responsible for:

- a) Any and all other facilities, resources and costs other than those specified as being supplied by the Council
- b) Providing Council with the numbers of the telephone and facsimile machine in the Contractor's facilities seven (7) days prior to the Commencement Date and informing the Council of any changes to such telephone numbers seven (7) days prior to a change being made
- c) All vehicle and transport costs, office costs, secretarial and clerical work, salary, administration, salary on-costs, overheads, stationery, printing, photocopying, postage and telephone costs unless specifically detailed elsewhere in this document
- d) Advising the Superintendent immediately of any matters that may require attention, be unsafe or place Council in a position that may lead to potential liability
- e) Acting at all times in a professional and responsible manner and not exposing the Council to the risk of legal action
- f) Responding to reasonable requests from the Superintendent - these requests will require the Contractor to inspect the site and where necessary deal directly with residents or members of public in order to ensure that their concerns are addressed
- g) Reporting any instances that cannot be resolved to Council, which shall then determine the appropriate course of action to be adopted
- h) Performing the works in accordance with this contract
- i) Brief Council's Legal Representative where directed
- j) Receiving approval from the Superintendent for any public statement made by the Contractor in relation to the delivery of the service or services
- k) Allow the Principal access to the works at all times
- l) Adequately oversee every aspect of the project
- m) Keep accurate records of time delays due to weather, etc
- n) Ensuring all Warranties, Guarantees and Instructions remain with Council or their nominee.
- o) Restoration of assets damaged by the contractor

These responsibilities of the Contractor are in addition to those of the General Conditions of Contract and the cost of compliance shall be incorporated into the amounts submitted in the Contract price.

4.7 Work Health and Safety

- a) The Contractor shall ensure the works are undertaken in a safe manner and in conformity with all applicable statutory regulations, by-laws and rules, including Council policy
- b) The Contractor shall comply with the provisions of the NSW Work Health Safety (WHS) Act 2011 (as amended) and the rules and regulations made thereunder
- c) The Principal's and/or Superintendent's direction on matters of safety shall be final and binding on the Contractor and shall not form the basis of arbitration and/or claim for extra payment or compensation whatsoever and shall not relieve the Contractor in anyway of their responsibilities in regards to work, health and safety
- d) The Contractor shall ensure that all sub-contractors and employees comply with all safety requirements (whether expressly set out in this Contract or otherwise)
- e) The Contractor shall be liable for all costs, resulting from actions or directions of Safe Work Australia due to the contracted works.

- f) If the Contractor is required by the WHS Regulations or by any other regulations to give notice of any accident occurring during the performance by the Contractor of the works, the Contractor shall at the same time or as soon as practically possible thereafter in the circumstances give a copy of the notice to the Superintendent
- g) When requested, the Contractor shall provide evidence to the Superintendent of ongoing performance of the Contractor's WHS management system

4.7.1 WHS Management Plan

The successful Contractor shall comply with all Health & Safety Requirements as detailed in the Gilgandra Shire Council "Contractor/Service Provider Health & Safety Requirements – D. High Risk Work – Construction" document (Ref: WHSMS Document: WHS 014A-D), see attached.

The successful Contractor shall submit details of their Site-Specific Safety Management Plan (SSSMP) prior to works commencing. The SSSMP management plan must include the Minimum Requirements as detailed in the SSSMP Minimum Requirements Checklist detailed in Pages 11-12 of the Gilgandra Shire Council "Contractor/Service Provider Health & Safety Requirements – D. High Risk Work –Construction" document (Ref: WHSMS Document: WHS 014A-D). The SSSMP must be readily accessible and all people made aware of the contents prior to commencement of work. The contractor must review and, as necessary, revise the SSSMP. The SSSMP must be kept until the work is complete or for two years after a notifiable incident.

All Contractors will be obligated to abide by Council's WH&S policies including UV policy, drug and alcohol and personal protective equipment (copies can be obtained at Council's office) and to observe directions on health and safety from designated officers of the organisation.

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

- Copies of all relevant licences
- Copies of training records for Health & Safety Construction Induction (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.

4.7.2 First Aid

The Contractor shall provide the following on site during construction:

- an adequate number of staff trained in first aid and holding a current First Aid Certificate
- adequate first aid facility materials and equipment

4.7.3 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.

4.7.4 Drugs and Alcohol

The contractor will be required to abide by GSC Alcohol and Other Drugs Policy and Procedure.

The Contractor must ensure that no employee or Contractor's Agent during the course of their work:

- a) consumes any alcoholic beverage
- b) is intoxicated; or
- c) is under the influence of any drug which could impede his or her ability to safely or efficiently perform the services

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

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

4.7.5 Site Security

The Contractor will be required to install a safety fence at access points to the proposed site compound to provide for public safety and site security during construction. The fence is to provide a safety barrier to the general public.

The contractor is responsible for posting signs that indicate to the public that this is a construction site, under the management of the contractor.

4.8 Employees and Contractor's Agents

4.8.1 General Requirements

The Contractor must employ sufficient employees with appropriate qualifications, skills and training to effectively and efficiently carry out the works. The Contractor shall be responsible for maintaining the required levels of expertise.

4.8.2 Conduct

The Contractor must ensure that all employees and Contractor's Agents:

- a) conduct themselves towards Councillors of Council, Council employees and all members of the public in a civil and inoffensive manner; and
- b) carry out their duties at all times with as little inconvenience and disturbance to others as possible and without causing any nuisance

4.8.3 Appearance

The Contractor must ensure that its employees and the Contractor's Agents:

- a) are appropriately attired in a manner regarding the nature of their duties
- b) are attired in a way so as not to cause offence to any members of the public

4.9 Hours of Work

Hours of work are 7:00am to 6:00pm Monday to Friday, 8am to 2pm Saturday with no work permitted on Sundays or Public Holidays. These hours of work shall only be varied with the approval of Council's representative

4.10 Community Relations

The Contractor acknowledges that as a public authority, Council owes obligations to the general public and its ratepayers. The Contractor shall deal with the community in a helpful and positive manner so as to avoid and minimise community complaints. Any complaints received relating to the work under the Contract shall be notified forthwith to the Superintendent. The Contractor will cooperate with Council in managing and resolving any complaints.

4.11 Registered for Tax Purposes in Australia

The Contractor shall:

- a) be registered under the applicable legislation for the Goods and Services Tax and provide the Council with its Australian Business Number issued by the Australian Taxation Office; and
- b) provide to Council a tax invoice (in the form required under the Goods and Services Tax legislation or regulations) in respect of the supply of services by the Contractor to the Council.

4.12 Confidentiality and Conflicts of Interest

In the process of collecting and using information the Contractor may have access to Council information and to business and private information concerning residents and/or staff. All data accessed or collected by the Contractor shall at all times be kept confidential and not disclosed to any party without the prior approval of Council. The Contractor or the Contractor's business must not use the information for any personal gain.

If at any time the Contractor, employee or representative of the Contractor has any potential or actual conflict of interest, either personal or business, in any part of the service then the interest shall be declared in writing to the Superintendent for decision.

4.13 Measurement and Payment

All measurements shall be made in metric units, based on quantities of length, area or volume.

Prior to being entitled to receive a payment under this Contract, the Contractor shall certify by way of a statutory declaration to the Superintendent that it has:

- a) Paid all wages and allowances owing to its employees
- b) Complied with the Building and Construction Industry Security of Payment Act 1999 with respect to payment of all sub-contractors
- c) Made all payments that it is required to make in respect of the Contractor's plant and equipment
- d) Made all payments in connection with insurances and any applicable law or regulation

4.14 Insurances and Registration

The Contractor shall be registered on 'Vault Contractor' – a self-service portal for contractors to add or edit their WHS, QA, Environmental and insurance details.

The "Vault Contractor" system is only for managing insurance. Council's procurement and other policies still apply.

The Contractor shall provide evidence of the following insurances for all plant and motor vehicle used in conjunction with works under this contract:

- a) Relevant insurances required by statute or other legislation.
- b) All plant and equipment used on-site shall be either fully registered or covered by an unregistered vehicle permit for the duration of the Contract.
- c) With regard to registered motor vehicles, a third party property damage policy for an amount in respect of any one occurrence of not less than \$20,000,000

All registration and insurance documents to be supplied to the Vault Contractor portal prior to Contractor commencing work.

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

4.15 Contract Administration

The Contractor will be required to nominate a senior executive as the primary point of contact with GSC and who will be responsible for the management of the contract as a whole and for liaison with GSC's authorised officer.

A weekly project update shall be provided by the Contractor to the Principal.

5. PRINCIPAL'S PROJECT REQUIREMENTS

5.1 Scope of Work

The work includes, but is not limited to, the supply, installation, testing, commissioning of all valves, booster assembly, meters, pipework and hydrants as follows:

- Supply and installation of an independent water reticulation system (pipework) for firefighting purposes only (Class 16 blue brute pipework)
- Supply and installation of Fire Brigade booster assembly
- Supply and installation of Fire Brigade suction and inlet connection to booster pumps
- Supply and installation of Double detector check valve/s
- Supply and installation of Dual head hydrants to protect buildings - located above ground between 750mm to 1200mm high and within a minimum of ten (10) metres from the building it is protecting. The fire hydrants are required to be within maximum distances from fire truck hardstands (i.e. feed hydrants 20m and attack fire hydrants 50m)
- Supply and installation of Valves and meters
- Disconnection and removal of redundant Fire Brigade booster assembly
- Site restoration
- Certification and commissioning of the pipework

5.2 Fire Protection Upgrade – Specific Requirements

5.2.1 General

The Specifications shall be taken as being generally applicable to the design as indicated in Section 6 of this document and on the accompanying Drawings and Hydraulic Services Specification prepared by Marline Building Services Engineers including:

- Hydraulic Services Specification for Cooee Lodge Fire Hydrant Tank and Pump Installation (Revision 5)
- Drawing 8247 – FH-101 Site Fire Services (Issue 4)
- Drawing 8247 – FH-102 Detail Sheet 1 (issue 4)
- Drawing 8247 – FH-103 Detail sheet 2 (Issue 1)

The asset design life shall, in general, be as follows:

Pipeline	50 years
Valves	30 years

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

5.2.2 Dimensions

The Contractor shall verify measurements and levels on the site before ordering materials, or commencing site work.

5.2.3 Exclusions from Scope

The followings items are not included:

- Supply and installation of water tanks
- Supply, installation and commissioning of fire pumps
- Disconnections from Council assets. The Contractor is to inform Council at least seven (7) working days before the disconnection is scheduled
- Live connection to Council assets. The Contractor is to inform Council at least seven (7) working days before the live connection is scheduled.

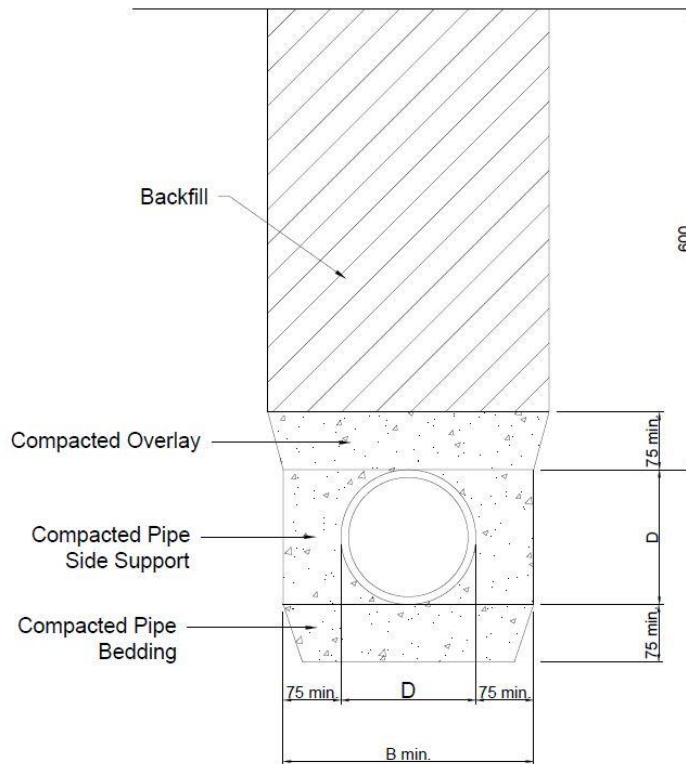
5.2.4 Earthworks

Prior to excavation, the contractor shall:

- locate underground services (electrical, NBN, water, irrigation and drainage) using Dial before you dig AND an accredited service locator
- prepare the site for construction by clearing, removing and disposing of all items not indicated on the specified drawings

During excavation, the contractor shall:

- immediately remove all unsuitable excavated material off the site to a Council approved site
- Any suitable excavated material shall be placed alongside the trench in such a manner as not to interfere with the work and to prevent falling in the trench.
- No more trench shall be opened in advance of pipe laying than is necessary to expedite the work. The Contractor shall plan to lay and backfill trench on a day-by-day basis. No open trench is to be left overnight.
- Hand excavation must be applied where existing underground services such as electrical, NBN, water mains, irrigation have been identified by the Accredited Service Locator. In other areas, hand or machine excavating may be employed at the discretion of the Contractor.
- The use of mechanical excavators will not be permitted in locations where its operation would cause damage to trees, buildings, culverts or other existing utilities or structures. In all such locations hand excavation shall be used. The Contractor will be held responsible for making good, at their own cost, all additional damage to road surfaces and facilities caused by the use of mechanical excavators.
- Pipe grades or elevations are not definitely fixed by the specified drawings. Trenches shall be excavated to a depth sufficient to providing a minimum cover of 600mm over the top of the pipe, and 75mm below the bottom of the pipe. Greater pipe cover depths may be necessary at certain locations. These locations will be agreed by the Principal and Contractor.
- A compacted overlay is to surround all pipe and fittings, which consists of no less than 75mm of compacted sand or fine grained soil. No hard-edge objects are to be in contact with or resting against any pipe or fittings.
- The Contractor shall place the backfill in layers that have a maximum thickness of 200mm measured before compaction. The 200mm layer of backfill is then wetted and compacted.
- The backfill material used will be free from rock, hard matter or organic material.
- Where the pipes are laid in road pavements, Road Base DGB20 shall be used to backfill trenches
- Trenches and backfilling shall be consistent with the typical cross section below:



5.2.5 Traffic control

The Contractor shall supply a Traffic Control Plan (TCP) for the trenching works across Cooee Drive and Townsend Drive. The Contractor must ensure access is available through Cooee Drive and Townsend Drive at all times. The Contractor shall not commence works until the TCP is approved by the principal.

5.2.6 Existing Pipework

The Contractor shall excavate, locate, cap off and remove the existing fire hydrant booster assembly located on Cooee Drive.

5.2.7 Connection to Existing Fire Hydrant

The Contractor is to excavate, locate and connect to the existing Fire Hydrant system.

The Contractor is to identify the condition of the pipework prior to connection.

All levels and locations shown on the drawings for existing services are to be confirmed on site prior to any works being carried out.

6. INSPECTION, CERTIFICATION AND COMMISSIONING

6.1 General

Acceptance testing shall demonstrate the capability of the system, compared to the design criteria under:

- a) Hydrostatic pressure, in accordance with testing procedures for all metal and plastic pipes as detailed in Appendix P
- b) Dynamic flow conditions, in accordance with the testing procedures for all metal and plastic pipes as detailed in Appendix R
- c) The acceptance tests and inspections detailed aim to verify:
 - o The integrity of the installed fire hydrant system
 - o The operational performance of the fire hydrant system against the design criteria
 - o The operational performance of any installed pump set against the design criteria and
 - o That the fire hydrant system is appropriately supported and anchored

A certificate or report verifying compliance of the installed fire hydrant system with the design criteria shall be issued upon successful completion of the acceptance testing.

6.2 Hydrostatic Testing

No evidence of leakage shall be detected when the fire hydrant system is subject to hydrostatic pressure

6.3 Certification

The certificate detailing results of the acceptance testing shall include the following:

- Name of the owner or agent
- Address
- Name of the organisation performing the test(s)
- Identification of the system
- Results of the test(s)
- Signatures of the owner or agent and test person

7. APPENDICES

- Appendix P (attached)
- Appendix R (attached)
- Statement of Business Ethics (next page)

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 tenderers, suppliers, consultants and contractors 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 tenderer, supplier, consultant or contractor 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.