

Request for Tender

Request for Tender:	Forrest & Mitchell Street Shared Path Design &
	Construction

Deadline:	4pm, Tuesday 25 th February 2025
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Address for Delivery:	Email to:	
	tenders@cunderdin.wa.gov.au	
	with subject line: RFT 01-24/25 Shared Paths	
	or	
	Hand delivered to:	
	Shire of Cunderdin	
	Administration Office	
	RFT 01-24/25 Shared Paths	
	37 Lundy Ave	
	CUNDERDIN WA 6407	

RFT Number: RFT 01-24/25	
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1 Conditions of Tendering

1.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

- Attachments: The documents you attach as part of your Tender.
 - **Contractor:** Means the person or persons, corporation or corporations who's Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
 - **Deadline:** The deadline for lodgement of your Tender as detailed on the front cover of this Request.
- **General Conditions** Means the General Conditions of Contract for the Supply of Goods of Contract: and Installation and Commissioning Works in Part 3.
 - **Offer:** Your offer to supply the Requirements.
 - Principal: Shire of Cunderdin
- Request OR RTF OR Request for Tender This document.
 - **Requirement:** The Supply of Goods and Installation and Commissioning Works requested by the Principal.
 - Selection Criteria: The Criteria used by the Principal in evaluating your Tender.
- Special Conditions: The additional contractual terms.
 - **Specification:** The Statement of Requirements that the Principal requests you to provide if selected.
 - **Tender:** Completed Offer form, response to the Selection Criteria and Attachments.
 - Tenderer: Someone who has or intends to submit an Offer to the Principal.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 Conditions of Tendering (read and keep this part).
- Part 2 Specification and/or plans/drawings (read and keep this part).
- Part 3 General Conditions of Contract (read and keep this part).
- Part 4 Special Conditions of Contract (read and keep this part).
- Part 5 Tenderer's Offer (complete and return this part).

Part 6 – Attachment List (read and keep this part)

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

Tenderers must:

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

Should Tenderers have any questions with respect to accessing Tender documents or

submitting a Tender response please contact Liezl De Beer, Project Manager on Phone

(08) 9635 2700 or via email liezl.debeer@cunderdin.wa.gov.au

All requests for technical and/or specification clarifications regarding this Request are to be in writing and must be submitted email.

The Principal will review each request for clarification and will respond by email, or alternatively by issuing an Addendum.

Tenderers should not rely on any information provided by any person other than the persons listed above.

1.5 Tender Briefing/Site Inspection

Attendance at this meeting **is mandatory**.

Tenderers are required to attend a Site Inspection on Tuesday, 11 February 2025 at 9.30am.

The location of the meeting is O'Connor Park, Forrest Street Cunderdin WA 6407.

The Site Inspection will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

Please confirm with the contact person Liezl De Beer, by email liezl.debeer@cunderdin.wa.gov.au your attendance at this meeting no later than 3pm, Monday, 10 February 2025.

Failure to attend this Briefing/Site Inspection will render the Tenderer ineligible to Tender.

1.6 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this request is 4pm, Tuesday 25 February 2025 (Western Australian time zone).

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at Shire of Cunderdin, 37 Lundy Avenue Cunderdin WA 6407 (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer tenders@cunderdin.wa.gov.au.

Tenders submitted by Facsimile will not be accepted.

Tenderers must ensure that they have provided two signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

1.7 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.8 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

Part 1 READ AND KEEP THIS PART

1.9 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.10 Disclosure of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

1.11 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.12 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.13 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an "Alternative Tender".

1.14 Tenderers to Inform Themselves

Tenderers will be deemed to have:

 a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;

Part 1 READ AND KEEP THIS PART

- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.15 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.16 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the

nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

1.17 Evaluation Process

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (eg tendered prices and other relevant whole of life costs are considered).
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.18 Selection Criteria

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.19 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.20 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.21 Value Considerations

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

Criteria	Weighting
Tendered Price	60%

1.22 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Cunderdin – Regional Price Preference as adopted by the Shire of Cunderdin (adopted 26 July 2023).

The Policy stipulates that: This preference enables businesses/contractors within the preference area to claim a price preference for their whole bid, regardless of the origin of the labour or materials, as all labour and materials are deemed to be regional content.

The following levels of preference are to be applied to whole of contract for all purchasing under this provision:

Reduction % to be applied to whole of purchase	Contract for	Maximum reduction value per purchase
10%	Goods or services	\$20,000
5%	Construction (incl. building and roadworks etc) services	\$30,000

To qualify as a local business/contractor, a supplier must meet the following conditions:

i) A permanent business location in the preference region for at least six (6) months.

Local Government (Functions and General) Regulations 1996 states that the 6 month

calculation is based on the period prior to when the tender closes.

ii) Have permanent staff based in the preference region

iii) Management and delivery of the majority of the quotation / contract will be carried out

from their business location in the preference region.

The price of the bids from the local businesses/contractors will be reduced / discounted for evaluation purposes only, by the percentage to the maximum value set out in this clause.

Refer to Appendix 6.1 for details on the Regional Price Preference Policy.

1.23 Price Basis

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.24 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.25 Canvassing of Officials

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.26 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5.1 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.27 Costs of Tendering

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.28 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline advertised.

1.29 In House Tenders

The Principal does not intend to submit an In-house Tender.

2 Specification

2.1 Contract Requirements in Brief

This contract requires the design and construction of shared paths along Forrest Street and Mitchell Street in accordance with the Planning and Designing for Bike Riding in Western Australia (Shared and Separated Paths) guidelines. The work includes design compliance, material supply, construction, and testing to ensure safety, usability, and longevity. All works are to be completed by June 2025.

A full statement of the goods/services required under the proposed contract appears in the Specification Part 2.5.

2.2 Introduction

The project involves the design and construction of high-quality shared paths to enhance pedestrian and cyclist connectivity along Forrest Street and Mitchell Streets. These paths will improve local accessibility, promote active transport, and align with Western Australia's commitment to sustainable urban mobility.

The shared paths will adhere to the Department of Transport's design standards, ensuring they are safe, comfortable, and suitable for diverse user groups. Construction will include path preparation, construction and line marking where necessary.

2.3 Background Information

Shared paths have been identified as a key component of Western Australia's active transport network. Preliminary studies indicate high demand for improved cyclist and pedestrian infrastructure in the project area. Forrest Street and Mitchell Street were selected for this upgrade based on traffic volume, safety concerns, and community feedback.

The paths will:

- Support local government's active transport objectives.
- Enhance safety for cyclists and pedestrians.
- Encourage healthier, more sustainable travel options.

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2.4 Definitions

Below is a summary of some of the important defined terms used in this Part:

Contractor's	Means any Officer or person duly authorised by the Contractor, in
Representative:	writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

2.5 Scope of Work

The scope of work includes:

- Design of the shared paths along Forrest Street and Mitchell Street, ensuring compliance with the *Planning and Designing for Bike Riding in Western Australia* standards and local requirements (refer to Attachment 6.2).
- Preparation of the site, including clearing, grading, and ensuring compliance with safety and environmental standards.
 - Site 1 Forrest Street (Cubbine St to Pemberton St): approx. 1560m2 plus ancillary works.
 - Site 2 Mitchell Street (Mitchell St to Togo St): approx. 3070m2 plus ancillary works.
- Tree removal and/or trimming on both Forrest and Mitchell Street (optional).
- Path removal on both Forrest and Mitchell Street (optional).
- Construction of shared paths along Forrest Street and Mitchell Street as per approved design specifications, including:
 - Concrete surfacing (coloured red).
 - Line marking according to MRWA standards (optional).
 - Optimal path width 2.5m; reduction to 2m where limited sidewalk prohibits wider paths (as discussed during site visit)
- Quality assurance to ensure paths meet design and safety requirements.

Further scope of works is detailed as below:

a) Design and Drawings

The Contractor will collaborate with the Shire's Representative to design the shared paths, ensuring alignment with project requirements and stakeholder expectations. This includes determining the exact locations, widths, and crossover points of the paths. If the Contractor identifies significant issues, such as conflicts with existing services, restricted widths, or unsuitable gradients, adjustments may be proposed, subject to the Shire's Representative's approval.

Prior to mobilisation, the Shire's Representative and the Contractor's representatives will conduct a site visit for marking and verification of design elements. Any minor quantity adjustments required to accommodate crossovers, driveways, or other site-specific conditions shall be made with the due consent of the Shire's Representative.

The Contractor must prepare and submit detailed design drawings in accordance with the Department of Transport's requirements. These drawings must consider the Planning and Designing for Bike Riding in Western Australia – Shared and Separated Paths guideline published by the Department of Transport. The design drawings must include, but are not limited to, alignment details, widths, surface treatments, gradients, and any necessary modifications to existing infrastructure.

All design drawings, including those for line marking, must be submitted for approval by both the Shire's Representative and the Department of Transport prior to the commencement of construction. The Contractor is responsible for ensuring compliance with all relevant Australian Standards, guidelines, and local government policies in the design and documentation process

b) Plants, Equipment & Labour

The Contractor is responsible to provide all the required plant, equipment and labour to complete the works. The Contractor shall utilise best practices for any part of work therein.

c) Services/Utilities

The Contractor is to ensure there is no damage done to any existing utilities within and close proximity to the work area. The Contractor is responsible to locate & protect any existing services which shall include but not limited to DBYD. The Contractor shall

ensure to replace, raise or to lower the lids of chambers for existing services falling within the zone of new footpath. In no case are the lids of chambers to be dropped below or left raised above the final finished surface of new footpaths. Any cost associated with these should be included in prices. Contractors are required to inspect all sites to determine any such requirements.

d) Clearing And Disposal

The Contractor must incorporate in their pricing any cost associated with clearing of site and disposal of unwanted material. This shall include but not limited to loading/unloading, logistics, tip fees etc.

e) Program of Work and Stakeholder Engagement

The successful Contractor will liaise with Shire's Representative to program the works. The Contractor may work simultaneously at more than one site, conditionally if all the safety requisites have been met including signage, information to residents, traffic management (if required). The Contractor must inform the Shire at least one week in advance of such intentions to start more than one site at a time.

The Contractor notify the Shire of proposed dates for laying of contractor at least one week prior to works starting. The Shire will utilise this notification to provide a works notification to all effected residents. This is for the purpose of residents to park their vehicles either on verge or alternate location and not bound to drive over the freshly laid concrete for driving out/in of their driveways.

The Contractor must ensure that weather is suitable for laying of fresh concrete alternatively protection shall be provided against any damages due to weather. Rectification/replacement to damaged concrete footpath by weather shall be the responsibility of the Contractor at their own risk and cost.

f) Water For Construction Use

The Contractor shall arrange water requirements for the construction purpose. If the Contractor intends to use Shire's standpipe, they can obtain a card from Administration Building and by paying the relevant fee.

g) Aftercare

The Contractor shall provide sufficient time for supervision and aftercare monitoring of the freshly laid concrete to ensure no damage or vandalism occurs prior to the concrete curing. The Contractor shall ensure cones, tapes, barriers, signs etc. are placed for the protection of the new footpath from moving vehicles and pedestrians.

h) Filling Around Footpath and Joints

The rates shall be inclusive of gravel back filling and compaction (1m wide min.) around the new footpath to tie in with natural surface (and level) and crossovers. Material is to be fit for purpose and free of stone, debris, pebbles etc.

Jointing of the new footpath with existing driveways is also included in scope and any associated costs shall be covered in rates.

i) Ramps

Concrete ramps shall be constructed as per specifications and standard drawing on all terminal points of the new footpath joining with the roads, as well as identified during Tender Site Inspection. Cost of ramps shall be included in the quoted rates.

j) Specifications for Design

Please refer to the Local Government Guidelines for Restoration and Reinstatement in Western Australia and Planning and Designing for Bike Riding in Western Australia documents when completing designs for layout of paths and crossovers (documents attached)

k) Final Inspection and Payments

The Contractor must inform the Shire's representative after completion of any part or full length of completed path for final walk through and inspection. The Contractor's payment for completed works will only be processed once Shire's Representative has approved the completed works.

I) Practical Completion and Handover Meeting

The Contractor shall arrange and attend a site meeting with the Superintendent and other representatives of the Superintendent upon completion of a portion of the Works under the Contract. At the meeting the Contractor shall handover responsibility for the pathway and other assets to the Superintendent. The meeting shall be deemed the Practical Completion date for that portion of Works under the Contract Documents.

The Contractor shall be responsible for the management and condition of the assets and the road until handover to the Superintendent including but not limited to the insurance of the works and all traffic and safety control measures and customer service functions. The Contractor is responsible for the reinstatement of any portion of the Works under the Contract damaged prior to handover.

m) Construction standards

The following Australian Standards are referred to in this specification:

Number	Title	Condition
AS 3972:1997	Portland and blended cements	Not supplied
AS 2758.1:1998	Aggregates and rock for engineering purposes	Not supplied
AS 1478:1992	Chemical admixtures for concrete	Not supplied
AS 1379:1997	Specification and supply of concrete	Not supplied
AS 1302:1991	Steel reinforcing bars for concrete	Not supplied

n) Materials

Cement

• Cement shall be manufactured in accordance with AS3972-1997.

Concrete

- All concrete shall comply with AS1379-1997. Concrete for footpaths shall be N25 14mm stone, minimum 60mm slump to maximum 80mm slump.
- If the Principal so directs, an approved high strength additive will be applied by the contractor to give rapid hardening. The additive shall comply with AS1478-1992.
- Ready mix concrete, where used, shall be supplied by an approved firm and delivered in accordance with the requirements of AS1379-1997.
- Any concrete spills shall immediately be cleaned off with shovels and water. It is the Contractor's responsibility to remove concrete spoil off site and dispose.

Formwork

• Formwork shall be suited to the work required. The Contractor shall be responsible for ensuring suitable and adequate formwork is provided to produce the required

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results. Formwork installed shall give a consistent 100mm (or 150mm) thick path.

• Formwork shall be removed from site within 48 hours of pouring concrete.

2.5.1 Construction Methodology

Concrete footpaths shall be constructed in accordance with these specifications:

Placing

Concrete shall be placed by continuous shovelling or depositing, and spaded or vibrated to give the maximum density. Care must be taken to avoid splatter and mess to boundary walls, brick paving, posts in pram ramps and handrails. All excess to be cleaned up. No break in operations is permitted from the time of placing to finishing, except when authorised by the Principal.

No excess or spare concrete shall be placed or disposed on the grass verge, or outside the immediate excavated area. All excess material shall be removed off site and disposed of in an approved manner at an approved site at the Contractor's expense.

Finish

The finish shall be by broom finish across the path to provide a non-slip dense surface, free of depressions and ponding, float marks, irregularities, picture framing, honeycombing or accumulation of fine dusty accretions.

If the Contractor desires to use alternative methodologies to provide the same result, they shall submit their methodology to the Principal for approval.

Surface Treatment

Where instructed by the Principal, the Contractor shall treat the finished surface to provide a non-slip surface.

Expansion/Contraction Joints

Expansion/Contraction joints shall be nominal 10mm wide and to the full depth of the footpath. An approved expansion/contraction joint material (such as Kanite) shall be used. Expansion/Contraction joints will be edged on both sides of the expansion/contraction material using a proper edging tool.

Expansion joints to be placed around all pre-existing structures including crossovers both paved and concrete, sewer, communications and similar type manholes and any other obstacles that may be in the way or need to be adjusted in the future.

No ridges of concrete are to be left after the use of the centre line tool. The joint is to be broom finished on completion.

Longitudinal spacing of the expansion/contraction joints shall be every 6m unless otherwise directed by the Principal.

Crack Contraction Joints

Crack Control joints shall be in the form of "Lock Joint" or similar approved by the Principal. They shall be placed in spacings along the path at 2 times the width of the path. For example a 2 -metre wide path will have lock joint installed at every 4m. The joint shall be installed straight and square to the edges of the path. No ridges of concrete are to be left. The joint is to be broom finished on completion.

Longitudinal spacing of crack control joints shall be midway between expansion/contraction joints (ie. 2.5m) unless otherwise directed by the Principal.

Edge Completion

All edges shall be finished with a proper edging tool. No ridges of concrete are to be left after the use of the grooving, jointing or edging tools.

Falls and Levels

The finished surface shall have the following slopes: Minimum 2% fall to a maximum 6% fall towards the road.

Cross fall shall be consistent along individual property frontages. Falls for footpaths where the verge slopes away from the road or where the cut results in a significant drop from the new footpath level should be brought to the attention of the Principal.

Curing

Concrete surfaces shall be cured for a minimum of two days using one of the following methods. The Contractor is welcome to submit alternative methods for the Principal's approval.

- Treat surface with a sprayed application of Calcure D, Calcure CR or equivalent approved membrane, applied to the manufacturer's specifications.
- Covering the works with approved polythene membrane carefully placed to preserve the concrete finish and securely fastened in position.

Dimensions

Concrete paths should be constructed at a minimum with the following specifications:

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- Sub-base 150mm minimum; and
- 100mm thick N25 uninforced concrete.

Concrete should be coloured red by mixing a colouring agent into the concrete as painting after construction is substandard.

Standard width shall be 2.5m where possible. If path width are to be reduced (minimum 2m) please obtain approval from Shire. Please refer to Planning and Designing for Bike Riding in Western Australia document for setbacks and clearances; as well as intersection design.

Pram Crossings

Construct as per Australian Standards.

Reticulation

Where required the Contractor shall locate and modify existing reticulation systems. This includes liaising with residents, excavating and relocating existing pipework, relocating sprinklers, repairing any damage and testing the system. This applies to all reticulation systems regardless of size and material types up to two (2) metres from the footpath. Modification shall be with identical or better reticulation components.

The Contractor is responsible to repair all reticulation systems damaged by the Contractor as part of the Works under the Contract at cost to the Contractor.

Reticulation systems shall be reinstated within twenty-four (24) hours of removal or damage.

Kerbside Crossovers and Aprons

Kerbside crossovers and aprons shall be constructed as a continuous and integral part of kerbside footpaths. Aprons shall be constructed in accordance the principal's instruction. The remainder of the crossover shall be constructed to the width of the path (1.8m minimum for kerbside paths).

Some of the older style wings do not meet current standards and need to be removed. These wings are stepped or with steep inclines. Any damaged wings, aprons or crossovers shall be removed and replaced.

The replaced area of crossovers can be tied in with the new footpath with prior approval from the superintendent.

Reinstatement

Reinstatement of paved and grassed areas and reticulation systems shall be completed within three (3) working days of the completion of the newly constructed footpath or as directed by the Principal.

Failure to complete reinstatements to the required standard and timeframe shall constitute a serious breach of the Contract and the Principal shall have the right to withhold payment for the Works until the reinstatement is completed to the satisfaction of the Principal. Repeated departures from the abovementioned services standards shall give cause for the Principal to cancel or suspend the Contractor from performing the Works under the Contract.

Concrete and Brick-paving

Reinstate all concrete and brick paved surfaces to the pre-existing condition.

Asphalt and Bitumen

Reinstatements to existing asphalt and bitumen crossovers shall be conducted by the Principal. Where a new path is proposed through an existing bitumen or asphalt crossover the crossover shall be saw cut 300mm offset from the new path edge, either side of the path or as required. The area removed shall be filled with road-base, as direct by the Principal, to enable vehicular and pedestrian access to the property.

Root guard

Where deemed necessary by the contractor or identified by the Shire Representative, the contractor shall install a root barrier prior to the construction of the footpath. The root barrier must be made of durable, impermeable material, such as high-density polyethylene (HDPE) or an equivalent product specifically designed for root control. It shall be installed to a minimum depth as identified by the manufacturer or as directed by the Shire Representative, extending the full length of the area where root intrusion is anticipated. Proper placement techniques must be used to ensure the barrier effectively redirects root growth downward, preventing lateral intrusion into the footpath area. Installation will be subject to inspection and approval by the Shire Representative prior to backfilling and the continuation of footpath construction. All costs associated with the supply, installation, and inspection of the root barrier are to be included in the contractor's overall project pricing.

2.5.1.1 Other works:

Handrails

Handrails (safety barriers) are to be supplied and installed by the Contractor where directed by the Principal. The handrails shall be constructed and installed in accordance per manufacturers instructions.

Street Signs

Street signs and non-regulatory signs shall be removed and placed outside the new path area. Main Roads signs such as "Give Way and Stop signs" shall be left in the path with a square expansion joint placed around the post at 300mm centres to allow for the sign removal if required.

Tree Removal (optional Tender item)

The contractor shall be responsible for the removal of designated trees along Forrest Street and Mitchell Street in preparation for the construction of new paths. Trees identified for removal must be confirmed with the Shire Representative prior to commencement of work to ensure compliance with environmental and planning requirements.

Tree removal shall include the felling of trees, removal of stumps, and disposal of all associated materials, such as branches, roots, and debris. All waste shall be transported and disposed of at the Shire's designated waste facility, located just outside Cunderdin, with disposal arrangements coordinated through the Shire's Works Manager.

The contractor must employ appropriate methods and equipment to ensure safe and efficient tree removal, minimising disruption to surrounding areas and avoiding damage to existing infrastructure, vegetation, and utilities. Care must be taken to protect any trees or vegetation not marked for removal. The contractor shall ensure the site is left clean and safe after tree removal.

All costs associated with tree removal, stump grinding, transportation, and disposal shall be included in the contractor's pricing for the project.

Path Removal (optional Tender item)

The contractor shall be responsible for the removal of existing concrete paths along Forrest Street and Mitchell Street in preparation for the construction of new paths. All removed concrete and associated materials shall be transported and disposed of at the Shire's designated waste facility, located just outside Cunderdin. Disposal arrangements must be coordinated with the Shire's Works Manager to ensure proper scheduling and compliance with facility requirements.

The contractor shall use appropriate equipment and techniques to safely and efficiently remove the existing paths, taking care to minimize damage to surrounding infrastructure,

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vegetation, and utilities. Any damage caused during removal must be rectified at the contractor's expense. All debris and waste materials from the removal process shall be promptly cleared from the site to maintain a clean and safe work area.

All costs associated with the removal, transportation, and disposal of the existing paths shall be included in the contractor's pricing for the project.

Line Marking (optional Tender item)

Line marking for shared paths along Forrest Street and Mitchell Street shall be completed in accordance with Main Roads Western Australia (MRWA) standards and the latest edition of the MRWA Shared Path Guidelines. The line marking shall include, but is not limited to, the installation of center lines, edge lines, directional arrows, and any other markings required to ensure compliance with MRWA requirements for shared paths. The markings must use approved materials with high visibility and durability, such as thermoplastic or equivalent, suitable for long-term outdoor use. All line marking shall be applied to the specified dimensions, colours, and patterns as outlined by MRWA standards. The contractor shall coordinate with the Shire Representative to confirm specific marking layouts and obtain approval prior to application. All costs associated with the supply, preparation, and application of line marking shall be included in the contractor's pricing for the project.

2.6 Specific Requirements of the Contract

a) Reporting Requirements

- Weekly progress reports and inspections.
- Incident reports (if applicable).
- Final compliance and quality assurance report.

b) Contract Management Details

- Contractor to liaise with the Principal's Representative and provide updates as required.
- The Principal reserves the right to conduct random inspections during construction.

c) Testing

- Load-bearing and durability testing of completed paths.
- Inspection of line markings.

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2.7 Implementation Timetable

The proposed schedule for the design and construction of shared paths is as follows:

Milestone	Date
Contract Award	February 2025
Design Phase Commencement	March 2025
Site Preparation Commencement	March 2025
Construction Phase	March - May 2025
Project Completion	June 2025
Final Testing and Handover	June 2025

3 General Conditions of Contract

This Contract shall be deemed to have incorporated AS 4902-2022 Minor Works Contract Conditions.

If at any time during the progress of the Purchase, any dispute or difference arises as to the true intent or interpretation of the Contract, such matter shall be referred in writing to the CEO within seven (7) days of such dispute arising. The CEO shall then advise the Contractor on the interpretation of the Purchase Order, and the Contractor shall accept such interpretation without further reference or appeal.

3.1 Insurances

Without limiting its obligations and responsibilities, the Contractor shall take out insurance for the entire contract period under the following headings:

- a) Products Liability
- b) Public Liability
- c) Workers Compensation

All insurances MUST be kept current for the duration of the project.

3.2 Period of Contract and Termination

The Contract is to be completed by 30 June 2025, or by an alternative date as approved by Council.

If the Contractor fails to complete the works by the agreed date without prior written approval from the Council, the Council reserves the right to:

1. Issue a written notice requiring the Contractor to rectify the delay within a specified period.

2. Terminate the Contract if the delay is not rectified within the specified period, at the Council's sole discretion.

3. Recover any costs incurred as a result of the delay or termination, including but not limited to the costs of engaging alternative contractors to complete the works.

4 Special Conditions of Contract

4.1 Advertisements and Promotions on Site

The Contractor may erect on the Site or permit to be erected on Site only those signs:

- a) required by law;
- b) specified in the Contract documents; and
- c) required to identify the Contractor's premises

The Contractor shall not erect on Site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

4.2 Site Access

The Contractor shall liaise with the Principal's Representative to gain access to the Site area for the inspection, installation and commissioning works with seven (7) days advance notice.

4.3 Damage/Protection

The Contractor must take care during progress of the work to avoid damage to any existing equipment and pipework/services within the limits of the work. Any damage caused by the activities of the Contractor shall be made good by the Contractor. If made good by the Principal, the cost of the repair shall be recovered from the Contractor.

4.4 Excess/Removed Materials

The Contractor will be allowed to dispose of rubbish material removed under this project at the Principal's Refuse Site at NO cost.

The Contractor must follow the Refuse Site Operator's instructions for the disposal of the material on arrival at the site. The Contractor shall maintain records of such disposal. Surplus material, including materials removed due to non-compliance with this specification, shall be removed from the site and the area left in a neat, tidy and safe condition at the end of each day and at the completion of the scope of works.

4.5 Environmental Protection

4.5.1 Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-contractors observe similar care.

4.5.2 Site Control

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
- c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;

4.5.3 Vehicles

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

4.6 Contractor's Representative

The Contractor's Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

4.7 Existing Improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

4.8 Materials, Labour and Constructional Plan

4.8.1 Workmen's Amenities

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works

Occupation of any part of the works and Site for the provision of Workmen's Amenities shall not be permitted without the prior written approval of the Superintendent.

4.9 Materials and Work

4.9.1 Regulations

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

4.9.2 Safety Management Plan

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

4.9.3 Induction Training

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

Tenderer's Offer 5

5.1 Form of Tender

The Chief Executive Officer Shire of Cunderdin 37 Lundy Avenue, Cunderdin WA 6407

I/We (Registered Entity Name): _____

of:___

(REGISTERED STREET ADDRESS)

ABN_____ACN (if any)_____

(BLOCK LETTERS)

Telephone No: ______ Facsimile No: ______

E-mail:

In response to Request for Tender (RFT) Forrest & Mitchell Street Shared Path Design & Construction: 1/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this	_day of	20		
Signature of authorised signatory of Tenderer:				
Name of authorised signatory (BLOCK LETTERS):				
Position:				
Telephone Number:				
Authorised signatory Postal address:				
Email Address:				

5.2 Selection Criteria

5.2.1 Compliance Criteria

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

Description of Compliance Criteria					
a)	Compliance with Conditions of this Tender				
	Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.				
b)	Complete Tenderer's Officer	Yes / No			
c)	Complete Pricing Schedule	Yes / No			
d)	Compliance with the Specification contained in the Request.	Yes / No			
e)	Compliance with attendance at any mandatory tender briefing or site inspection.	Yes / No			
f)	Tenderers are to provide a copy of their relevant insurance documents.	Yes / No			
	The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds "umbrella Insurance" please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.				
g)	Compliance with the Delivery Date.	Yes / No			

h)	Risk Assessment	Ye	es / No				
	erers must address the following information in an atta	chment and label					
it "Risk Assessment":							
	 i) An outline of your organisational structure inclusive of any branches and number of personnel. ii) If companies are involved, attach their current ASC company extracts search including latest annual return. 						
	iii) Provide the organisation's directors/company other positions held with other organisations.	owners and any					
	iv) Provide a summary of the number of years has been in business.	your organisation					
	v) Are you acting as an agent for another part details (including name and address) of your						
	 vi) Are you acting as a trustee of a trust? If Yes, the trust and include a copy of the trust deed documents); and if there is no trust deed, per and addresses of beneficiaries. 	(and any related					
i)	i) Financial Position						
	is and when they						
	Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.						
j)	j) Conflict of Interest						
	Advise of any actual or potential conflict of interest in the performance of your obligations under the Contract, or if any such conflict of interest likely to arise during the Contract. If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.						
k)	References	Ye	es / No				
	Attach details of your referees, provide a minimum should give examples of work provided to verify skill where possible.						

I) Regional Price Preference Policy	Yes / No
Advise of regional address if you have a shop front within the Shire Exmouth, or if the supplier intends for some or all of the goods services are to be supplied from regional sources, for consideration applying the Regional Price Preference to your submission.	or
m) Previous Contracts with Local Government Authorities	Yes / No
Advise if you have previously withdrawn from a Contract issued by Local Government Authority, either after advice of award of t Contract but prior to signing of the Contract documentation or af execution of the Contract.	the

5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

A. Relevant Experience	Weighting 15%	
Describe your experience in completing/supplying similar	Tick if attached	
 Requirements. Tenderers must, as a minimum, address the following information and label it "Relevant Experience": i) Provide details of similar work, scope of the Tenderer's involvement including details of outcomes; and ii) Provide details of issues that arose during the project and how these were managed, demonstrating competency and proven track record of achieving outcomes, with sound judgement and discretion. 		

B. Key Personnel Skills and Experience	Weighting 10%	
Tenderers must provide as a minimum information of proposed	Tick if attached	
personnel to be allocated to this project, including:		
i) Their role in the performance of the Contract; and		
ii) Curriculum vitae, including Membership to any professional or		
business association and qualifications, with particular emphasis on		
experience of personnel in projects of a similar requirement. Supply		
details and label it " Key Personnel ".		
C. Methodology and Demonstrated Understanding	Weighting 15%	
Tenderers must detail the process they intend to use to achieve the	Tick if attached	
Requirements of the Specification. Areas to be included:		
i) Tenderers must demonstrate an appreciation of the Requirements		
and provide an outline of their proposed methodology. The project		
schedule/timeline showing the process for the delivery of the		
good/services with the demonstrated understanding of the scope of		
works; and		
ii) Safety – Safety Management Plan (SMP) and Safety Reporting		
Procedures and previous Safety Records Supply details and provide		
an outline of your understanding of the contract and label it		
"Methodology and Demonstrated Understanding".		
D. Price Consideration	Weighting 60%	
The Weighted Cost Criteria method is used where price is considered	Tick if attached	
to be crucial to the outcome of this tender process. The Tendered		
price is given the following weighting and will be assessed in	_	
conjunction with the Compliance Criteria, Qualitative Criteria detailed		
in Part 5. – Tenderer's Offer of this Request for Tender.		

5.3 Price Information

Tenderers must complete the following "Price Schedule". Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

5.3.1 Price Schedule

STAGE	SCOPE AND LOCATION	UNIT	FIXED PRICE EXCL GST	GST AMOUNT	FIXED PRICE INCL GST
1	Design and Drawings >Include shared path drawings for both Mitchell and Forrest Street according to Department of Transport Guidelines	Lump sum			
1	Forrest Street > Inclusive of all concrete and shared path related components >Exclusive of survey, traffic management and drainage/culvert components	Lump sum			
2	Forrest Street >Tree removal as per Item 2.5	Lump sum			
3	Forrest Street >Concrete path removal and clean up as per Item 2.5	Lump sum			
4	Mitchell Street > Inclusive of all concrete and shared path related components >Exclusive of survey, traffic management and drainage/culvert components	Lump sum			
5	Mitchell Street >Tree removal as per Item 2.5	Lump sum			
6	Forrest Street >Concrete path removal and clean up as per Item 2.5	Lump sum			

7	Line Marking	Lump		
	>Both Forrest and Mitchell Street Paths	sum		
	>Marking includes Centre Lines, Edge Lines, Give Way Lines & Yellow Diagonal Markings			
TOTAL				

Attach any explanatory or additional information after this page

6 Appendix List

- 6.1 Regional Purchasing Policy
- 6.2 Planning and Designing for Bike Riding in Western Australia Shared and Separated Paths Guideline
- 6.3 Local Government Guidelines for Restoration and Reinstatement in Western Australia Guideline