Cassowary Coast Regional Council

**Sewer Rehabilitation 2018-2019**
Tender CCW000023

August 2018
## Contents of Tender CCW000023

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## Contents of Conditions of Tendering

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1. Definitions

1.1 In these Conditions of Tender, except where the context otherwise requires:

'Annual Program' means the program of works allocated by Council to be undertaken within a financial year.

'Closing Time' means Wednesday, 05th September 2018 at 3:00pm Australian Eastern Standard Time.

'Conditions of Tender' means these Conditions of Tender.

'Confidential Information' means any technical, commercial or other information, ideas, concepts, know–how, data, drawings, specifications or designs of any kind:

(a) owned by the Principal and supplied or made available by the Principal to the Tenderer; or

(b) created by the Tenderer, from the material supplied or made available to the Tenderer by the Principal for the purposes of submitting the Tender.

'Contact Person' means the person who will act on Council’s behalf for the purposes of administration of the Request for Tender. The Contact Person is defined in the tender documentation.

'Contract' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

'Contract Price' means:

(a) where payment is to be made on a lump sum basis, the sum which is stated in the Contract to be payable to the Contractor for the execution and completion of the Work and the performance of the obligations of the Contractor under the Contract;

(b) where payment is to be made on a bill of quantities or schedule of rates basis, the sum ascertained by multiplying the measured quantity of each item specified in the bill of quantities or schedule of rates, as the case may be, which has been executed under the Contract, by the rate for the item specified in the bill of quantities or schedule of rates, as the case may be;

(c) where payment is to be made on a lump sum and a bill of quantities or schedule of rates basis, the aggregate of the sums referred to in paragraphs (a) and (b), but subject to any additions or deductions required to be made under the Contract.

'Contractor' means the party whose Offer to execute and complete the Work is accepted by the Principal (by Letter of Acceptance).

'Emergent Work' means unplanned works arising or occurring unexpectedly that the Principal may request the Contractor undertake as a variation to the contract.

'Extension Notice' means written notice by the Principal to the Contractor to extend the Contract by the Extension Period

'Extension Period' means the period allowed under the Contract to extend the contract. There is a provision under this Contract for an extension of a further 12 months then another 12 months, to a maximum contract length of 36 months at Council’s discretion.

'General Conditions of Contract' means the General Conditions of Contract comprising AS4000-1997 and forms part of the Request for Tender.

'GST' means the goods and services tax under the GST Act.
‘Letter of Acceptance’ means a letter from the Principal to the Contractor advising the Contractor of the Principal’s acceptance of the Offer.

‘Local Government’ means a local government for a local government area described by regulation under the Local Government Act 2009.

‘Personal Information’ has the meaning given in the Information Privacy Act 2009.

‘Principal’ means Cassowary Coast Regional Council.

‘Relevant Person’ means the Tenderer and each person engaged in the preparation of a Tender on behalf of the Tenderer.

‘Request for Tender’ or ‘RFT’ see Clause 2.1.

‘RTI Act’ means the Right to Information Act 2009.

‘Site’ means the lands and other places to be made available to the Contractor by the Principal for the purpose of the execution and completion of the Work under the Contract.

‘Special Conditions of Contract’ means the Special Conditions of Contract included as part of this Request for Tender.

‘Specification’ means the Specification comprising Appendix A of the Request for Tender, including any amendment or addition to the Specification.

‘Tender’ means a tender lodged in response to the Request for Tender.

‘Tenderer’ means any person lodging a Tender.

‘Tender Response’ means the Tender Response comprising the Tender Form, Pricing Schedule and Schedules of Information, including any templates or attachments to be completed and included in a Tender.

‘Work’ has the meaning given in the General Conditions of Contract.

2. Structure of Request for Tender

2.1 The documents comprising the Request for Tender are, collectively:

(a) Part 1 – Conditions of Tender (read and keep this part); and

(b) Part 2 – Form of Tender and Tender Schedules which, when completed by the Tenderer, comprises the Tender of the Tenderer (complete and return this part); and

(c) Part 3 – General Conditions of Contract AS4000-1997, and Annexures (read and keep this part)

(d) Part 4 – Particular Conditions of Contract (read and keep this part); and

(e) Part 5 – Specification and Drawings (read and keep this part).

2.2 All parts of the Request for Tender must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of priority from document (a) to (e) as follows:

(a) Conditions of Tender;

(b) Specification;

(c) Particular Conditions of Contract;

(d) General Conditions of Contract;
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(e) Tender Response (Form of Tender and Tender Schedules).

2.3 The Request for Tender is not an offer. The Request for Tender is an invitation for persons to submit an offer for the execution and completion of the Goods & Services particularised in the Specification.

3. Tender Briefing / Site Inspection

3.1 Nil

4. Site Conditions

4.1 Tenderers are required to visit the site of the work and satisfy themselves of local conditions and facilities particularly where the Tender is for the execution of any work. The Principal will not be liable for any claim on the ground of insufficient information.

4.2 The Principal does not represent that the information made available indicates completely the actual conditions nor warrants the correctness of mapping the designation, delineation or position of naturally occurring or other materials shown or other information made available.

4.3 Tenderers are required to familiarise themselves with the regions statistical weather information from the Bureau of Meteorology (BoM) website.

5. Obtaining Information

5.1 The Tenderer will download the Request for Tender documents from the LG Tender Box website, https://lgtenderbox.com.au/.

5.2 No fee is payable for the supply of the Request for Tender.

5.3 Any additional information or clarification required by a Tenderer is to be submitted by the forum on the LGTenderBox system.

Tenderers shall note that questions submitted to the Tender Administrator, and the answers to these inquiries may be made available to all Tenderers.

5.4 Tenderers must not direct requests for information to, or seek to discuss the Request for Tender process with, any Councillor or officer of the Principal other than the Contact Person.

5.5 The Principal will not be bound by any advice or information furnished by a Councillor or officer of the Principal with respect to the Request for Tender.

5.6 Information provided to the Tenderer by or on behalf of the Principal:

(a) will be provided for the convenience of the Tenderer only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and

(b) is not warranted or represented by the Principal as accurate, correct or adequate.

5.7 If the Principal makes information available to a Tenderer, the Principal reserves the right to distribute the information to each Tenderer who has obtained a copy of the Request for Tender from the Principal.

5.8 If requested by the Principal, the Tenderer must:

(a) provide further information relating to the Tender; and

(b) give a presentation at a time and place nominated by the Principal:

(i) to demonstrate the Tenderer’s financial substance, technical capabilities and resources; and

(ii) to demonstrate its ability to comply with the terms and conditions of the Contract; and

(iii) in relation to anything else relative to the Tender; and
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(c) allow the Principal and its agents to inspect any facility or equipment the Tenderer proposes to use in complying with the terms and conditions of the Contract; and

(d) authorise the Principal and its agents (in writing, if required) to contact any referee nominated by the Tenderer; and

(e) authorise the Principal (in writing, if required) to obtain information about the Tenderer, particularly information relevant to the Tenderer's ability to discharge the responsibilities of the Contractor under the Contract, from any third party the Principal considers may be able to provide that information.

5.9 The Principal may provide information to Tenderers in electronic format, in addition to the hard copy format.

5.10 Where there is an inconsistency between the information in the electronic format and the hard copy information, the latter prevails.

5.11 SUBCONTRACTORS

Each Tenderer shall be entirely responsible for the activities of its potential subcontractors with respect to the Tender, including answering any queries they may have. The Tenderer shall ensure that under no circumstances the Subcontractor contact the Principal in order to answer queries. If the Subcontractor has a query, this shall be passed to Contractor who in turn passes the query to the Principal or Superintendent.

6. Responsibilities of Tenderer

6.1 Before submitting its Tender, each Tenderer must:

(a) carefully read and consider the Request for Tender and any other information (verbal or otherwise) made available by the Principal with respect to the Request for Tender and the process of tendering for the Contract; and

(b) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Request for Tender and which is obtainable by the making of reasonable enquiries; and

(c) inform itself of the nature of the obligations it must discharge under the Contract; and

(d) inform itself of the labour, plant and equipment and other items necessary, suitable or desirable to enable the Tenderer to discharge its obligations under the Contract; and

(e) not rely upon information provided by or on behalf of the Principal; and

(f) independently verify any information provided by or on behalf of the Principal, and satisfy itself that the information is adequate and accurate; and

(g) satisfy itself that the information in its Tender is accurate and complete; and

(h) satisfy itself that its Tender complies in all respects with the requirements of the Conditions of Tender; and

(i) independently examine the Site and the sub-surface conditions of the Site.

6.2 If a Tenderer has any doubt as to the meaning of any portion of the Tender Documents they shall either:

(a) Ask the Principal for clarification, which clarification shall be valid only if issued in writing; or

(b) When submitting its Tender include a statement of the interpretation upon which they rely and on which its Tender has been prepared.

Any clarification given pursuant to this clause may also be issued to all other prospective tenderers.
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The Principal shall not be bound by any verbal advice given or information furnished by any Officer of the Principal in respect of the Contract but shall be bound only by written advice or information furnished by the Principal.

Where a Tenderer finds any discrepancy, error or omission in the Tender Documents, or has any doubts as to the meaning of any portion of the Tender Documents, the Tenderer shall promptly advise the Principal.

6.3 In evaluating Tenders and determining with whom it will enter the Contract, the Principal will rely upon Tenderers having complied with the requirements of Clause 6.1.

6.4 Failure to comply with any requirement in Clause 6.1 will not relieve the relevant Tenderer of responsibility to complete the Contract in accordance with its terms, and in particular, the price or rate tendered by the Tenderer.

6.5 The Principal will not be responsible for the payment of any expenses or losses incurred by the Tenderer in:

(a) attending any briefing or site inspection under Clause 3; or
(b) preparing and lodging its Tender; or
(c) participating in any post Tender activities.

6.6 A Tender will not be considered if the Tenderer or anybody on its behalf offers or gives anything to:

(a) any Councillor of the Principal; or
(b) any officer or agent of the Principal,
as an inducement or reward that could influence the actions of the person in relation to the Tender.

6.7 WARRANTIES

Every Tenderer must, prior to lodging any Tender, obtain or procure any approval, qualification, registration or licence required to be held by the Tenderer to enable it to lawfully carry out the works under the Contract.

In submitting a Tender, Tenderers are deemed to have warranted that:

(a) All information provided by the Tenderer in the Tender Form and Tender Schedules is accurate;
(b) The Tenderer has and will maintain the necessary experience, expertise and skill to perform and complete the Works in accordance with the Contract;
(c) The Tenderer will maintain at adequate levels throughout the Contract all resources required for the proper completion of the Works within the time required under the Contract including, but without limitation, project and corporate management, skilled manpower, finance, material, constructional plant and office and operational plant and facilities; and
(d) The Tenderer complies in all respects with the Tender Documents and is in all respects consistent with the Tender Documents.

The Tenderer acknowledges that the Principal will rely upon the warranties given in this clause.

6.8 ACKNOWLEDGMENT BY TENDERERS

Every Tenderer accepts:

(a) That s/he:
(i) Has not relied and will not rely upon, any Information for Tenderers for any purpose (including without limitation determining whether or not to lodge a Tender, preparing its Tender, entering into a Contract); and/or

(ii) Has been or will be provided with Information for Tenderers only for the Tenderer’s convenience and the Principal does not assume responsibility for, or give any warranty or guarantee or make representations as to the Information for Tenderers (including its accuracy or adequacy);

(b) That s/he shall not have any claim whatever against the Principal or any employee, agent or contractor of the Principal (whether in contract, tort, equity, under statute or otherwise) arising from or in connection with:

(i) Any costs, expenses or other liabilities in connection with or associated with the preparation, interpretation assessment or lodgement of the Tender (whether or not a Tender is lodged by the Tenderer or the Tenderer’s Tender is accepted) including any costs, expenses, or other liabilities incurred by the Tenderer in providing any further information or in carrying out any further work at the request of the Principal;

(ii) The Principal exercising in its absolute discretion, any discretion or right it has under these Conditions of Tendering or in connection with the Work under the Contract; and

(iii) Any of the matters or things relevant to the Work under the Contract in respect of which the Tenderer must satisfy itself under these Conditions of Tendering.

7. Property and Copyright in the Specification

7.1 All rights of intellectual property, including copyright, in the Specification and other documents supplied to the Tenderer by or on behalf of the Principal must not be used by the Tenderer for purposes other than the preparation of the Tender, except with the prior written approval of the Principal.

8. Formal Requirements

8.1 The Tender must be submitted in digital pdf format through the LG Tender Box system.

8.2 The Tender Response must be fully completed, and include all supporting documents and materials required by both the Conditions of Tender and the Tender Response.

8.3 Tender Deposit is not required.

8.4 The Tender Response must contain the Tenderer’s:

(a) full name; and

(b) Australian Business Number; and

(c) address and facsimile number for the service of notices.

8.5 If the Tenderer operates as a firm, the Tender Response must contain:

(a) the full names and addresses of each member of the firm; and

(b) the business name under which the firm trades; and

(c) the firm’s address and facsimile number for the service of notices; and

(d) the firm’s Australian Business Number.

8.6 If the Tenderer is a corporation, the Tender Response must contain details of the corporation’s:

(a) name; and
Conditions of Tendering

(b) business name (if applicable); and
(c) Australian Business Number; and
(d) registered office; and
(e) address and facsimile number for the service of notices; and
(f) the name, telephone number and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Tender.

8.7 If the Tenderer is a consortium or a joint venture, the Tender Response must contain details of:
(a) the name of each member; and
(b) the structure of the consortium or joint venture, including the proposed managerial structure; and
(c) the role to be played by each member in complying with the terms and conditions of the Contract; and
(d) in the case of a consortium, the member who is to be the principal contractor on behalf of the consortium.

8.8 The Tender Response must be duly executed in a manner that binds the Tenderer. The Tenderer must sign all copies of the Tender.

(a) If the Tenderer is a Corporation, the common seal of the Tenderer is to be affixed to the Tender Form, in the manner prescribed by its Constitution or, alternatively, the Tender Form must be signed for and on behalf of the Tenderer by a person or persons having full authority to bind the Tenderer for the purposes of the Tender.

(b) If the latter option is taken, evidence of the authority of the person or persons signing the Tender Form must be provided.

8.9 The Tenderer is to include details, as applicable, of the Tenderer about:

(a) Any trading or business name, if different from its registered name;
(b) Related bodies corporate within the meaning of the Corporations Act; and
(c) For a foreign individual, Firm or Corporation, details of its registration, incorporation and place of business in Australia and the name of any Australian representative.

8.10 The Contract Price in the Tender Response must be:

(a) in Australian dollars; and
(b) unless otherwise specified in the Tender Response, GST inclusive.

8.11 The Tenderer’s submission includes of all schedules and documents required to be lodged:

(a) number consecutively each page of its Tender; and
(b) include an index in the Tender.

8.12 The identity of the Tenderer is fundamental to the Principal. For the purposes of a Tenderer’s Tender, the Tenderer is the person, persons, corporation or corporations:

(a) who is named as the Tenderer in the Tender Response; and
(b) who has duly executed the Tender Response in a manner that binds the Tenderer.

8.13 A Tenderer must provide an electronic copy of the Tender in a digital media format.

9. FIXED PRICES

All prices offered by the Tenderer are to be fixed for the term of the Contract.
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 Response as being additional will not be allowed as a charge for any transaction under any resultant Contract.

10. **Nature of contract**

10.1 General

(a) The nature of the Contract is as stated in the Tender Documents, being either

(i) lump sum (including a lump sum schedule of rates);

(ii) remeasurable schedule of rates; or

(iii) if expressly stated to be so, a combination of (i) and (ii).

(b) For the purposes of the Conditions of Tender, including this clause 10 and the Pricing Schedule, ‘lump sum’ means the Works will be performed by the Tenderer under the Contract for a fixed price, which may only be adjusted as provided for in the Contract.

(c) If the Contract contains a schedule of rates, the Contractor may be paid either a lump sum or on a remeasurable schedule of rates. Unless expressly stated to the contrary in the Tender Documents, the Contract and any reference to it as containing a schedule of rates means that the Works will be performed for a lump sum and will not be remeasurable.

(d) Any quantities that have been provided in any Pricing Schedule by or on behalf of Council and which schedule is in, is adopted from or is part of any document forming part of the Tender Documents and the Contract (whether prepared by or on behalf of Council or the Tenderer) are provisional, estimated and indicative quantities only, and are not guaranteed by Council and may be increased or decreased in accordance with the Contract.

(e) If there is any discrepancy between the Tender Price and the quantities of prices, rates or other information (or their respective summation) described in the Pricing Schedule:

(i) if the Contract is a lump sum contract, then the Tender Price has priority over the individual items of information in the Pricing Schedule; and

(ii) if the Contract is a remeasurable schedule of rates contract, then the rates shown in the Pricing Schedule have priority over the Tender Price.

10.2 Lump sum contract

For lump sum contracts:

(a) the Tenderer shall state the lump sum Tender Price in the Letter of Tender to perform the Works;

(b) The Tenderer shall also complete the Pricing Schedule which must be fully priced and summed to agree with the lump sum Tender Price in the Letter of Tender.

(c) Any items not listed in the Pricing Schedule but necessary for the completion of the Works in accordance with the Contract shall be deemed to be included in the Pricing Schedule and in the Tender Price.

(d) If any correction is necessary in the Pricing Schedules to agree with the lump sum Tender Price, if directed by Council the Tenderer must immediately make such alterations in and to the Pricing Schedule as Council may consider necessary for such purpose.

10.3 Lump Sum Schedule of rates contract

For schedule of rates contracts:

(a) as described in clause 10.1(c) above, unless expressly stated to the contrary in the Tender Documents, the Tender Price is lump sum;
(b) the Tenderer must complete the Pricing Schedule by adding its tendered rates to the quantities or nature of the Works described;

(c) if not satisfied with the completeness of the Pricing Schedule, the Tenderer shall insert any further items which the Tenderer requires to price separately. Any other items not listed in the Pricing Schedule but necessary for the completion of the Works in accordance with the Contract shall be deemed to be included in the Pricing Schedule;

(d) the Tenderer shall state in the Pricing Schedule the Tender Price by summing the itemised amounts in the Pricing Schedule, and this sum shall be inserted in the Letter of Tender. This sum shall be the lump sum Tender Price; and

(e) if any error is made in the calculations or summation of the itemised amounts in the Pricing Schedule, the Tenderer stated in the Letter of Tender and the rates and amounts in the Pricing Schedule may be altered by Council to conform with the Tender Price.

10.4 Remeasurable Schedule of Rates Contract

Further to clause 10.1, if it is expressly stated in the Tender Documents that the Contract is a remeasurable schedule of rates contract, then:

(a) the Works performed under the Contract may be measured to recalculate the amount payable to the Contractor under the Contract;

(b) the Tenderer will complete the Pricing Schedule by adding its rates and totalling those rates, not as a lump sum, but for the purposes of enabling Council to compare Tenders;

(c) where Council has accepted rates, the amount payable under the Contract will be the sum of the product ascertained by multiplying the measured quantity of each item of work actually carried out under the Contract by the rate accepted by Council for the item;

(d) where the actual quantity of part of the Works required to perform the Contract is:

(i) less than the quantity shown in the Pricing Schedule, where Council accepted a rate for that part of the Works, the rate shall apply to the lesser quantities; and

(ii) greater than the quantity shown in the Pricing Schedule, the amount payable under the Contract will only be adjusted in the terms of any variation properly issued under and in accordance with the Contract; and

(e) if there is any error in the rates or prices in the Pricing Schedule which is different to the Tender Price, the rates and prices described in the Pricing Schedule apply.

11. Conforming and Non-Conforming Tenders

11.1 A Tenderer may lodge non-conforming Tenders only if it has lodged a conforming Tender.

11.2 Each non-conforming Tender must be accompanied by a clear summary of all points of difference between the non-conforming Tender and the conforming Tender.

11.3 Each non-conforming Tender must be submitted on a separate Tender Response.

11.4 A Tender may be considered as non-conforming if the Tenderer has failed to supply any of the information required by the Conditions of Tender, does not comply with any of the requirements of the Conditions of Tender or has been lodged subject to any condition or qualification.

11.5 If more than one conforming Tender is lodged, each Tender must be accompanied by a clear summary of all points of difference between each conforming Tender.

11.6 The Principal will not be obliged to consider any Tender that does not comply with the requirements of the Conditions of Tender.
12. **Lodgement of Tender**

12.1 Each Tender must be submitted through the LG Tender Box system. [https://lgtenderbox.com.au](https://lgtenderbox.com.au)

12.2 Where a Tenderer lodges a non-conforming Tender:
   (a) the conforming and non-conforming Tenders must be submitted in separate files; and
   (b) the non-conforming Tender must be clearly marked, “ALTERNATIVE TENDER”

12.3 Tenders must be submitted to the Tender Box by the Closing Time.

12.4 The Principal may extend the Closing Time at its discretion.

12.5 A Late Tender may be rejected or evaluated at the Principal's discretion. In exercising this discretion the Principal may take into account the time at which the Tender is received, the reason the Tender is late and whether any other Tender has been received by the Tender Closing Time.

12.6 A Tenderer must not alter or add to the Tender Response unless required by the Conditions of Tender.

12.7 A Tender is irrevocable for 90 days after the Closing Time.

12.8 The period in Clause 12.7 may be extended by mutual agreement between the Tenderer and the Principal.

12.9 Each Tender constitutes an offer by the Tenderer to the Principal to execute and complete the Work required under, and otherwise to satisfy the requirements of, the Specification on the terms and conditions of the Contract.

13. **Opening of Tenders**

13.1 Tenders will be opened after the Closing Time.

13.2 Tenders will not be opened publicly and the Tenderer will not be permitted to attend the opening of Tenders.

14. **Tender Evaluation Process**

14.1 Tenders will be evaluated by reference to the sound contracting principles in section 104 of the Local Government Act 2009, namely:
   (a) value for money; and
   (b) open and effective competition; and
   (c) the development of competitive local business and industry; and
   (d) environmental protection; and
   (e) ethical behaviour and fair dealing.

14.2 Each Tender will be evaluated using the information provided in the Tender Schedules.

14.3 If a Tender Response for a Tender is not fully completed or does not include all supporting documents and materials required by the Conditions of Tender or the Tender Response, the Tender may be rejected.

14.4 In evaluating Tenders, the Principal may:
   (a) require presentations from Tenderers; and
   (b) conduct interviews with Tenderer’s staff and subcontractors; and
   (c) contact Tenderers' referees; and
(d) investigate a Tenderer’s structure and management, and that of any relevant subsidiary or related corporation; and

(e) make its own assessment of the Tenderer’s ability to comply with the terms and conditions of the Contract at the tendered price; and

(f) verify that the Tenderer holds all necessary permits, licences, approvals and certifications necessary to enable it lawfully to comply with the terms and conditions of the Contract.

14.5 Council may annul tender process without limiting any other term of the Conditions of Tender. Council may accept or reject any Tender, annul the Tender process and reject all Tenders, at any time prior to the Date of Acceptance of Tender, without:

(a) incurring any liability for cost, expense, loss or damage to the affected Tenderer or Tenderers; or

(b) any obligation to inform the affected Tenderer or Tenderers of the grounds for Council’s action or inaction.

14.6 Tenderers must give the members of the evaluation panel of the Principal any cooperation and assistance reasonably requested of them to facilitate consideration of their Tenders.

14.7 Compliance criteria for the Request for Tender are specified in the Tender Schedules: Each Tender will be answer on a Yes/No basis as to whether each of the compliance criterion is satisfied by the Tenderer or not. If a Tender Response is assessed as “No” in respect of a criterion, the Tender may be rejected.

14.8 Qualitative criteria for the Request for Tender are specified in the Tender Schedules: The qualitative criteria may be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the execution and completion of the Work. Each Tenderer must address each of the qualitative criteria. If a Tenderer fails to address any of the qualitative criteria in the Tender Schedule, its Tender may be rejected.

14.9 WEIGHTED COST CRITERIA

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.

Criteria Weighting:

<table>
<thead>
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<th>Criteria</th>
<th>Weight</th>
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<tr>
<td>Value for Money</td>
<td>40%</td>
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<tr>
<td>Work Methodology, Approach, Liner System/Material Performance</td>
<td>25%</td>
</tr>
<tr>
<td>Relevant Experience, Past Performance, Availability</td>
<td>20%</td>
</tr>
<tr>
<td>Financial Stability, Safety, Environmental, Quality Plans</td>
<td>5%</td>
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<tr>
<td>Local Content</td>
<td>10%</td>
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Council encourages the development of competitive local businesses within the Cassowary Coast Regional Council area.

In accordance with section 104(3)(c) of the Act, Council wishes to pursue the principle of; the development of competitive local business and industry, as part of the process of making its purchasing decisions. For this purpose:-
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(a) Council will add a “local preference” assessment loading of 10% of the total evaluation criteria for the purpose of evaluation of tenders or offers received from local suppliers;

In this policy, a “local supplier” is a supplier which:-

(b) is beneficially owned by persons who are residents or ratepayers within the Cassowary Coast Regional Council area; or
(c) has its principle place of business within the Cassowary Coast Regional Council area; or
(d) otherwise has a place of business within the Cassowary Coast Regional Council area which solely or primarily employs persons who are residents or ratepayers of the local government area.

A “non-local supplier” is a supplier which is not a local supplier.

In the evaluation process the following table will be utilised to determine weighting:

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<tr>
<td>Supplier with Head Office in the Cassowary Coast Local Government Area</td>
<td>10</td>
</tr>
<tr>
<td>Supplier with a Branch Office in the Cassowary Coast Local Government Area</td>
<td>6</td>
</tr>
<tr>
<td>Supplier with Office in FNQROC Region</td>
<td>3</td>
</tr>
<tr>
<td>Supplier based elsewhere in Queensland</td>
<td>2</td>
</tr>
<tr>
<td>Supplier based interstate</td>
<td>1</td>
</tr>
<tr>
<td>Supplier based overseas</td>
<td>0</td>
</tr>
</tbody>
</table>

15. Clarifications and Variations

15.1 The Principal may issue to Tenderers before the Closing Time:

(a) additional information; and
(b) information clarifying or correcting information previously provided,

to assist them in preparing their Tenders.

15.2 If the Principal issues information to Tenderers under Clause 15.1, each Tenderer must take the information into account in the preparation of its Tender.

15.3 Council’s other discretions

Council may at any time in its absolute discretion during the Tender Period:

(a) request clarification or additional information from any Tenderer;
(b) provide additional information to any or all Tenderers;
(c) invite a Tenderer (but not others) to change its Tender to take account of a change in any regard concerning the Tender Documents, which includes, but is not limited to, the Scope of Works and/or the Technical Specification;
(d) discontinue negotiations with any Tenderer;
Conditions of Tendering

(e) proceed to negotiate with one Tenderer, but not with other Tenderers, and without any obligation to notify other Tenderers that it is so proceeding;

(f) without limiting clauses 15.3(c) and (e) above, enter into discussions with one or more Tenderers including as to their Tender Price; and

(g) decide not to proceed with a tendering process.

15.4 After the Closing Time, the Principal may (without limiting its options):

(a) request clarification or further information from any Tenderer; and

(b) invite all Tenderers to change their Tenders in response to an alteration to the Specification or any of the terms and conditions of the Contract; and

(c) negotiate with one or more Tenderers upon any aspect of their Tenders.

16. Environmental Management and Compliance

16.1 The Contractor shall comply with the Environmental Protection Act and the Environmental Protection Regulation. Compliance includes, but is not limited to, seeking, holding and maintaining all environmental licences necessary to complete the works.

17. Commissions, Incentives and Collusion

17.1 A Tender will not be considered if anybody offers or gives anything to a Councillor of the Principal, or any officer or agent of the Principal, as an inducement for the purpose of seeking to influence the manner in which the Tender is evaluated or the Contract awarded.

17.2 NO COLLUSION

The Tenderer warrants that:

(a) Neither the Tenderer nor any of its servants or agents had any knowledge of the price of any other Tenderer prior to submitting its Tender nor has the Tenderer disclosed to any rival Tenderer the Tenderer's price;

(b) Neither the Tenderer nor any of its servants or agents have entered into any contract, arrangement or understanding having the result that being awarded this tender, it will pay to any unsuccessful Tenderer any moneys in respect of or in relation to the Tender or any Contract resulting there from; and

(c) The Tender is a genuine competitive Tender and is not a "cover tender" or "cover bid".

The cooperation of Tenderers in conducting geotechnical or environmental assessments of the Site or collecting and analysing water quality samples will not be considered to be collusive Tendering activity.

18. Confidentiality

18.1 The Tenderer:

(a) acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times the property of the Principal; and

(b) must not use the Confidential Information for any purpose other than preparing its Tender; and

(c) must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent that) copying is necessary to enable it to prepare its Tender; and

(d) must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Tender to be prepared; and

(e) must obtain the Principal's written consent before disclosing Confidential Information to a person other than a Relevant Person.
18.2 The consent of the Principal to disclosure of the Confidential Information by the Tenderer may be given or withheld on such terms and conditions as the Principal considers appropriate.

18.3 The Tenderer’s obligation under this Clause 18 continues after closure of tenders and award of the Contract.

18.4 Failure or delay by the Principal in enforcing strict compliance with this Clause 16 or pursuing a remedy under this Clause 16 will not constitute a waiver or implied variation of the entitlement or remedy.

18.5 This Clause will not apply to an item of Confidential Information where the Tenderer can establish that:

(a) the item has been transferred to the public domain through no fault of the Tenderer; or
(b) the item was already in the Tenderer’s possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal; or
(c) it has received from the Principal written notification that the Principal no longer requires the Tenderer to keep the item confidential.

19. **Acceptance of Tender**

19.1 The Principal will not be bound to accept the lowest or any Tender. The Principal may accept the Tender that appears to be the most advantageous to the Principal.

19.2 The Principal reserves the right by negotiation to confer with any or all Tenderers to reach an agreement or compromise in relation to all matters covered by the Tender. If none of the Tenders are acceptable, negotiations for an amended Tender may be conducted, in the first instance, with the initially preferred Tenderer, or the Tender process may be abandoned.

19.3 The Principal may accept a Tender from a Tenderer by giving written notice in the form of a Letter of Acceptance to the Tenderer who submitted the Tender to the Principal.

19.4 The Contract will not come into existence until the Principal has given written notice in the form of a Letter of Acceptance to the Tenderer.

19.5 When the Contract comes into existence the Tenderer becomes the Contractor for the purposes of the General Conditions of Contract.

19.6 The Principal reserves the right to accept a Tender in part or in whole.

19.7 Unless and until a formal agreement is executed in accordance with the General Conditions of Contract, the Tender together with the Principal's written acceptance thereof shall constitute the Contract between the Principal and the successful Tenderer.

19.8 The Contract shall come into force on the Date of the Letter of Acceptance of the Tender.

20. **Financial and Legal Capacity**

20.1 The Principal may ask a Tenderer to provide it with written evidence of its financial capacity to perform the Works or of its legal capacity. Written evidence of its financial capacity must come from a bank or financial institution. Written evidence of legal capacity must comprise a copy of an official document such as company registration and names of office bearers issued by the Australian Securities and Investments Commission, or a statement confirming the legal entity signed by a practicing solicitor.

20.2 The Tenderer must provide the written evidence (as applicable):

(a) In relation to financial capacity, within fourteen (14) days of a request; or
(b) In relation to legal capacity, within three (3) days of a request.

20.3 The Principal may refuse to award a Contract to:-

(a) Any body other than a corporation or a person; or
(b) Any body which cannot show that it has the financial and legal capacity to perform the Works.

21. **Right to Information and Disclosure**

21.1 The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including Local Governments).

21.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest.

21.3 Information provided by the Tenderer is potentially subject to disclosure to third parties pursuant to the RTI Act.

21.4 If disclosure under the RTI Act, or general disclosure of information provided by the Tenderer, would be of substantial concern to the Tenderer, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, including Personal Information, this should be indicated by the Tenderer in its Tender. The Principal cannot guarantee that any information provided by the Tenderer will be protected from disclosure under the RTI Act.

21.5 The Tenderer must familiarise itself with the relevant provisions of the RTI Act dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.

21.6 The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Tenderers concerning the content or effect of the RTI Act.

21.7 The Principal reserves the right to disclose, by publication by means of media of its choosing upon award of any contract details of the name and address of the Contractor, a description of the relevant goods, services or goods and services, the commencement date of the Contract and the Contract Price or value.

22. **Ownership of Tenders**

22.1 Each Tender Response (including all supporting documentation and materials submitted by a Tenderer as part of, or in support of, a Tender) becomes the property of the Principal on submission and will not be returned to the Tenderer.

22.2 However, the Tenderer shall retain copyright and other intellectual property rights in respect of the Tender except to the extent specified in the Contract.

22.3 The Principal may reproduce the Tender for the purposes of evaluation.

23. **Information Privacy**

23.1 The Principal is bound by the provisions of the Information Privacy Act 2009.

23.2 By submitting a Tender, the Tenderer warrants that it has obtained the consent of each individual whose Personal Information is included in the Tender for:

(a) the inclusion of their Personal Information in the Tender; and

(b) the use of the Personal Information by the Principal for the purpose of evaluating and awarding the Tender; and

(c) the disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting the Principal with the evaluation of the Tender.

23.3 The Tenderer has or will within the time required by the Privacy Act ensure that each individual about whom any Personal Information is provided has received a written statement setting out all of the matters required by the National Privacy Principle 1.3.

(a) In relation to disclosure of the Personal Information to the Principal, any Related Body Corporate (as that term is defined in the Corporations Act 2001) of the Principal and any
consultant of the Principal requiring the information for the purposes set out in paragraph b below; and

(b) Disclosing that the entities referred to in paragraph (a) above shall use the Personal Information for the purposes of reviewing and assessing the Tenderer’s Tender.

23.4 The Tenderer must indemnify the Principal against any claim, damage or loss (including legal costs and expenses) that the Principal may incur as a consequence of a breach by the Tenderer of the warranty in Clause 23.2.

23.5 Any Personal Information exchanged between the Tenderer and the Principal must be dealt with in accordance with the Information Privacy Act 2009.

23.6 The Tenderer must immediately notify the Principal upon becoming aware of any breach of this Clause 23.
Tender Form & Schedules

Cassowary Coast Regional Council

Sewer Rehabilitation 2018-2019
Form of Tender and Tender Schedules

Tender CCW000023

<table>
<thead>
<tr>
<th>Form of Tender and Tender Schedules</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form of Tender</td>
<td>20</td>
</tr>
<tr>
<td>Statutory Declaration</td>
<td>21</td>
</tr>
<tr>
<td>Schedule A - Tendered Schedule of Rates</td>
<td>22</td>
</tr>
<tr>
<td>Table of Schedule of Rates</td>
<td>23</td>
</tr>
<tr>
<td>Schedule B – Company Information</td>
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<tr>
<td>Corporate Details</td>
<td>25</td>
</tr>
<tr>
<td>Finance Details</td>
<td>26</td>
</tr>
<tr>
<td>Tenderer's Insurance Details</td>
<td>27</td>
</tr>
<tr>
<td>Experience</td>
<td>28</td>
</tr>
<tr>
<td>Personnel and Plant</td>
<td>29</td>
</tr>
<tr>
<td>Quality Systems</td>
<td>30</td>
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<tr>
<td>WH&amp;S Management System Questionaire</td>
<td>31</td>
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<td>Environmental</td>
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</tr>
<tr>
<td>Schedule C – Daywork Rates &amp; Charges</td>
<td>33</td>
</tr>
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<td>Table of Charges Plant &amp; Labour</td>
<td>34</td>
</tr>
<tr>
<td>Table of Charges Oncost</td>
<td>34</td>
</tr>
<tr>
<td>Table of Charges Sewer Investigations</td>
<td>35</td>
</tr>
<tr>
<td>Table of Charges Patches</td>
<td>35</td>
</tr>
<tr>
<td>Schedule D – Program</td>
<td>36</td>
</tr>
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<td>Schedule E – Statutory Declaration</td>
<td>37</td>
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<td>Schedule F – Work Methodology</td>
<td>38</td>
</tr>
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<td>Schedule G – Technical Details</td>
<td>38</td>
</tr>
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<td>Schedule H – Compliance Criteria</td>
<td>40</td>
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<tr>
<td>Schedule H – Compliance Criteria</td>
<td>41</td>
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</table>

General Conditions Of Contract

<table>
<thead>
<tr>
<th>General Conditions Of Contract</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexure to the General Conditions of Contract</td>
<td>42</td>
</tr>
<tr>
<td>Part A</td>
<td>43</td>
</tr>
<tr>
<td>Part B</td>
<td>49</td>
</tr>
</tbody>
</table>
Form of Tender

Name of person, firm or company tendering
USE BLOCK LETTERS

Address

hereby Tender(s) to perform the work for

Description of Works

Sewer Rehabilitation 2018-2019
(Tender CCW000023) in accordance with the following Documents:

General Conditions of Tendering

Submit with Tender

** Tender Form**

** Statutory Declaration**

** Schedule A – Tendered Schedule of Rates**

** Schedule A1 – Variation**

** Schedule B – Company Information**

** Schedule C – Daywork Charges**

** Schedule D – Program**

** Schedule E – Statutory Declaration**

** Schedule F – Work Methodology**

** Schedule G – Technical Details**

** Schedule H – Compliance Criteria**

AS 4000  General Conditions of Contract

Annexure Parts A & B to the General Conditions of Contract

Particular Conditions of Contract

Specification for Tender CCW000023

Drawings as listed in the Specification

Write tendered price (including GST) here and provide amount in numerals

For the lump sum of

..........................................................

..........................................................

($ AUS ........................................ ) Including GST

Commencement of works

I/we will commence the work within ____ weeks from the Date of Acceptance of Tender.

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

..........................................................

..........................................................

Insert date.

DATED this ................................. day of ............................. 20.......

..........................................................

Signature of Tenderer
Statutory Declaration

I, ……………………………………………………………………………………………………… of …………………………………………………………………………………………………….. do solemnly and sincerely declare, in respect of the Tender for ………………………………………………………………………………………………………. that:

1. I hold the position of ………………………………………… and am duly authorised by ……………………………………….. (the Tenderer) to make this declaration on its behalf.

   (a) Neither the Tenderer nor any of its servants or agents has entered into any contract, agreement or understanding to pay any money to any trade association in respect of this Tender.

   Or

   (b) The Tenderer has entered into a contract, arrangement or understanding to pay to ………………………………………………………………………………………… the sum of $AUS………………….. On account of the Tenderer being awarded this Contract.

2. Neither the Tenderer nor any of its servants or agents has or had any knowledge of the price of any other Tenderer prior to submitting its Tender nor did the Tenderer disclose to any other rival Tenderer the Tenderer's price prior to closing of Tenders.

3. Neither the Tenderer nor any of its servants or agents has entered into any contract, arrangement or understanding having the result that on being awarded this Contract, it would pay to any unsuccessful Tenderer any monies in respect of or in relation to the tender or any contract resulting from it.

4. The Tenderer warrants that it has no conflict of interest in the performance of the services/work detailed in this Tender at the date of this agreement.

5. The Tenderer warrants that immediately upon becoming aware of the existence of, or possibility of, a conflict of interest affecting the tenderer, the tenderer will advise the Principal in writing, in which event the Principal may terminate the agreement.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act.

Signature …………………………………………………………………………………

Subscribed and Declared at ……………………………………………………………………….

this …………..day of ……………………….. 20……

Witness …………………………………………………………. Date .... /…… / 20…..
Schedule A - Tendered Schedule of Rates

The Pricing Schedule Sum shall include prices inclusive of GST. Include on the Schedule below ALL items necessary for the completion of the Works. Attention is drawn to clause 10 of the Conditions of Tendering. Quantities in the Schedule are not guaranteed.

The rates entered in the Schedule shall form the basis for progress payments and any rates shall be used for the valuation of any variations ordered where appropriate. Actual payment will be made on the basis of actual quantities installed, and accepted and certified by the Superintendent.

Where a Tenderer is unable to provide a price for any item indicated below they shall indicate N/A in the applicable field. Where no rate or price is entered in the schedule against an item, the cost of the work covered by that item shall be deemed to be included in the other rates and prices generally.

The Contractor shall only be entitled to one (1) instance of Schedule Item 1.1 per annual program of works. Any additional mobilisation/demobilisations during an annual program shall be at the Contractor’s cost unless prior approval has been obtained in writing from the Superintendent.

Traffic Control on cost rates are to be indicated in Schedule C, Schedule of Dayworks Rates and Charges.

Sewer Lining, Reinstatement of Property/ House Connections Parts 2 & 3: All rates include: In-situ lining; pre and post lining CCTV inspection and reporting; reinstatement of existing property/ house connections; testing and reporting; relocation expenses, charges for plant, equipment and staff; traffic control; compliance with all relevant standards and regulations, flushing, cleaning, rodding, removal and disposal of silt, roots and refuse from sewers as required; site clean-up and restoration; and all other matters as detailed in the specification; for nominated sewers as specified below: (Provisional Quantities)
### Table of Schedule of Rates

<table>
<thead>
<tr>
<th>Part/Item</th>
<th>Brief Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate ($ incl. GST)</th>
<th>Price ($ incl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Preliminary &amp; General Items</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Establishment and Disestablishment Item</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Construction Safety Plan (CSP) Item</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 Traffic Management Plan (TMP) Item</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4 Environmental Management Plan (EMP) Item</td>
<td>Item</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Sewer Lining (refer to notes Schedule A page (i))</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 150 mm sewer mains</td>
<td>m</td>
<td>5786</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 225 mm sewer mains</td>
<td>m</td>
<td>180</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 300 mm sewer mains</td>
<td>m</td>
<td>each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2 375 mm sewer mains</td>
<td>m</td>
<td>each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Reinstatement of Property/ House Connections (refer to notes Schedule A page (i))</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Property connections 150 mm sewers</td>
<td>No.</td>
<td>137</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 Property connections 225 mm sewers</td>
<td>No.</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 Property connections 300 mm sewers</td>
<td>No.</td>
<td>each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2 Property connections 375 mm sewers</td>
<td>No.</td>
<td>each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Dead End Dig up &amp; Reinstatement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dig up and reinstatement of dead ends. Assume 1.5m depth</td>
<td>No.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Other (list any other expected items relevant to the scope of work)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Tenderer: [Signature:] Date:
# Schedule B – Company Information

## Corporate Details

<table>
<thead>
<tr>
<th>Details</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
<td></td>
</tr>
<tr>
<td>ABN</td>
<td></td>
</tr>
<tr>
<td>QBQA No and Category</td>
<td></td>
</tr>
<tr>
<td>Type of business (partnership, public company, private company, etc.)</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Contact person</td>
<td></td>
</tr>
<tr>
<td>Telephone number</td>
<td></td>
</tr>
<tr>
<td>Facsimile number</td>
<td></td>
</tr>
<tr>
<td>Email address</td>
<td></td>
</tr>
<tr>
<td>Names of Directors or Partners</td>
<td></td>
</tr>
<tr>
<td>Authorised signatory – Name &amp; Position</td>
<td></td>
</tr>
<tr>
<td>List parent and subsidiary companies</td>
<td></td>
</tr>
<tr>
<td>And year established</td>
<td></td>
</tr>
<tr>
<td>Total revenue for last 3 financial years</td>
<td></td>
</tr>
<tr>
<td>Name of financial referee able to provide and verify financial information regarding the business</td>
<td></td>
</tr>
</tbody>
</table>

Tenderer: 

Signature: 

Date: 
**Finance Details**

Provide the last two years of audited financial statement or the following table.

<table>
<thead>
<tr>
<th>Item</th>
<th>Last two financial years ending June 20…</th>
<th>June 20…</th>
<th>Current year to end of last month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Turnover (revenue) including contract receipts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Direct expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Gross profit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Operating expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Net Profit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Current assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Trade debtors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Inventory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Current liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Trade creditors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Provisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i.</td>
<td>Employee entitlements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Income tax</td>
<td></td>
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</tr>
<tr>
<td>-</td>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Working capital (Item 6 minus Item 7)</td>
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<tr>
<td>9.</td>
<td>Non-current assets</td>
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</tr>
<tr>
<td>-</td>
<td>Loans</td>
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<td></td>
</tr>
<tr>
<td>-</td>
<td>Investments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Property, plant and equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Non-current liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Loans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Creditors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Provisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Net assets (Item 8 plus Item 9 minus Item 10)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Shareholders/proprietors funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Share capital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Accumulated profits/losses</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Total of Item 11 should equal total of Item 12)

| Tenderer: | Signature: | Date: |
Tender Form & Schedules

Tenderer's Insurance Details

The Tenderer must provide details of the insurances, which it has or will put in place for the purposes of this project. The insurance details submitted with the Tender will not have precedence over the requirements set out under the Contract unless agreed in writing by the Principal.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Workers' Compensation Insurance</th>
<th>Construction Risks Insurance</th>
<th>Public Liability Insurance (Completed Operations)</th>
<th>Professional Indemnity Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Policy No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extent of Cover Per occurrence (including aggregate) $</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extent of Cover Annual Aggregate $</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Policy Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deductible</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tenderer:

Signature:

Date:
Experience

The Tenderer shall state hereunder facts and details describing his previous experience and achievements in performing similar or comparable work exceeding $200 000, together with the names of Authorities for whom the works were undertaken, and the dates.

Works in Hand at Time of Tender

<table>
<thead>
<tr>
<th>Project</th>
<th>Amount of Contract</th>
<th>Expected Date of Completion</th>
<th>Value Completed</th>
<th>Contact details of Supervising Engineers and/or Client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Works Similar to this Contract Completed in the Last Five Years

<table>
<thead>
<tr>
<th>Project</th>
<th>Contract Period</th>
<th>Amount of Contract</th>
<th>Name of Supervising Engineers and/or Client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tenderer:  
Signature:  
Date:  

AGM1807271000  
Sewer Rehabilitation 2018-2019 Tender CCW000023  
28 of 90
Personnel and Plant

Qualifications and Experience of Key Personnel to Level of Job Foreman

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Qualifications/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Use resumes or separate page/s as required.

Plant and Equipment

<table>
<thead>
<tr>
<th>Type</th>
<th>Make</th>
<th>Model</th>
<th>Capacity</th>
<th>Owner</th>
<th>Equity (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The details submitted with the Tender will not have precedence over the requirements set out under the Contract to complete the works.
Quality Systems

(To be fully completed and submitted with Tender Form)

Please circle your answers (YES or NO) and supply other responses.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Has your Company Quality System been third party certified</td>
</tr>
<tr>
<td></td>
<td>YES By Whom</td>
</tr>
<tr>
<td></td>
<td>Certificate No</td>
</tr>
<tr>
<td></td>
<td>Go to Question 3</td>
</tr>
<tr>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>2</td>
<td>Does your Company have an approved Quality Manual</td>
</tr>
<tr>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>3</td>
<td>Is your Quality System based on a recognised Australian Standard, e.g., AS/ISO 9002</td>
</tr>
<tr>
<td></td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>NO</td>
</tr>
</tbody>
</table>

IF YOU HAVE ANSWERED ‘YES’ TO BOTH QUESTIONS 1 & 3 GO TO NEXT PAGE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Does your Company have documented Quality Procedures</td>
</tr>
<tr>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>5</td>
<td>Has your Company Quality System been subjected to a surveillance audit by a third party within the last 12 months</td>
</tr>
<tr>
<td></td>
<td>YES By Whom</td>
</tr>
<tr>
<td></td>
<td>Date of Last Audit</td>
</tr>
<tr>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>6</td>
<td>Are records of Inspection, Test &amp; other QNQC activities maintained and quality records kept for each specific project</td>
</tr>
<tr>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>7</td>
<td>Does your Company undertake internal Quality Audits on a project specific basis</td>
</tr>
<tr>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>8</td>
<td>Does your Company agree to allow access for an initial assessment of your non certified quality system</td>
</tr>
<tr>
<td></td>
<td>YES</td>
</tr>
</tbody>
</table>

Evidence of these may be required during the tender assessment or at any stage during the execution of the Contract.

Tenderer: | Signature: | Date:
## WH&S Management System Questionaire

### 1. WH&S Policy and Management

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Is there a written company health and safety policy?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes provide a copy of policy.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comments.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1.3. Is there a company WH&S Management System manual or plan? Yes No

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If yes provide a copy of contents page(s).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1.3. Are health and safety responsibilities clearly identified for all levels of staff? Yes No

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If Yes provide details:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. JSEA's, Risk Assessments and Work Procedures

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Has the company prepared Job Safe and Environmental Analyses relevant to this contract or in previous contracts?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, provide details.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2</td>
<td>Has the company prepared Risk Assessments relevant to this contract or in previous contracts?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, provide details:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3</td>
<td>Has the company prepared documented Work Procedures to manage the risks relevant to this contract or in previous contracts?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, provide details:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Evidence of these may be required during the tender assessment, or at any stage during the execution of the Contract.

<table>
<thead>
<tr>
<th>Tenderer:</th>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Environmental

1. Does your company have an Environmental Policy?  
   YES  NO

2. Does your company have an Environmental Management Plan?  
   YES  NO

3. Does your Environmental Management System comply with any standards eg ISO 14001? If yes, nominate the standard………………
   YES  NO

Tenderer: ____________________________  Signature: ____________________________  Date: ____________________________
Schedule C – Daywork Rates & Charges

The Conditions of Contract provides in respect to when Dayworks might apply and the Tenderer’s response to this Schedule C (including its rates) will be considered by Council in its evaluation of the Tenderer’s Tender.

Tenderers shall return with their Tender the completed Table of Rates and Charges for Dayworks and will complete all parts of this Table setting out all proposed on site labour (including Foreman), plant hire charges and materials on-costs (stated as a percentage over direct cost). Rates shall be tendered for those items of labour and plant that are relevant to the type of Work carried out. Rates shall be tendered exclusive of GST.

Note - The Dayworks rates and charges shall include all overheads administration and profit. This includes site overhead costs including, site office and engineering costs, and personnel overhead costs including travel, overtime and loss of time due to industrial stoppages, etc.

Comparison of Daywork rates will be a consideration in the awarding of the Contract.

Without limiting the Conditions of Contract (the Conditions of Contract prevail in the event of any inconsistency, ambiguity or discrepancy between it and this Tender Schedule), bases of payment for Dayworks under the Contract may include:

- the rates set out in the Table of Rates and Charges for Dayworks and any additional rate approved by Council from time to time;
- times for labour and plant and quantities of materials approved by or on behalf of Council prior to commencement of the relevant Works;
- actual times, excluding personnel travel and transport of plant to and from the Site etc., for labour and plant and quantities of materials supported by daily record sheets countersigned as “CORRECT” by or on behalf of Council;
- times for labour and plant and quantities of materials as determined by or on behalf of Council;
- material costs paid on production of evidence that a competitive quotation has been received in accordance with Council Purchasing Policy and on costs paid on production of a paid invoice; or
- no other payment (in addition to those described above) for any consequent costs (including additional overheads, administration costs, profit, loss of profit) relating to the execution of Dayworks, or the effect the execution of Dayworks on other Works or arising from any extension of time for Dayworks.

- All Night Works must have the prior written approval of the Superintendent or Superintendent’s Representative prior to any work commencing. When seeking permission for Night Works the Contractor shall provide substantiation for the work being conducted at Night rather than on normal Day Work Rates and methodologies. Any stand down time between changing from day works to night works OR night works to day works is considered to be at the Contractor’s cost.

Tenderer:  
Signature:  
Date:
## Table of Charges Plant & Labour

<table>
<thead>
<tr>
<th>Description</th>
<th>Labour Charges per Hour (Inclusive of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Normal</td>
</tr>
<tr>
<td>LABOUR</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>PLANT</td>
<td>Tenderer to nominate plant size &amp; type</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>Other - List</td>
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<td></td>
</tr>
</tbody>
</table>

## Table of Charges Oncost

<table>
<thead>
<tr>
<th>Item</th>
<th>Brief Description</th>
<th>Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>% on cost for subcontractors (work not included in Schedule of Rates)</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>% on cost for night work (by agreement only)</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>% on cost for miscellaneous materials (work not included in schedule of rates)</td>
<td>$</td>
</tr>
</tbody>
</table>

Tenderer: ___________________________  Signature: ___________________________  Date: ___________________________
Table of Charges Sewer Investigations

<table>
<thead>
<tr>
<th>Item</th>
<th>Brief Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate ($ incl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sewer Investigations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All rates include: CCTV inspection, condition rating and reporting; mobilisation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and demobilisation charges for plant, equipment and staff; traffic control;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>compliance with all relevant standards and regulations, flushing, cleaning,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>rodding, removal and disposal of silt, roots and refuse from sewers as required;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>site clean-up and restoration; and all other matters as detailed in the</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>specification; for nominated sewers as specified below: (Provisional Quantities)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>150 mm sewer mains (Rate Only)</td>
<td>m</td>
<td></td>
<td>$/m</td>
</tr>
<tr>
<td>3</td>
<td>225 mm sewer mains (Rate Only)</td>
<td>m</td>
<td></td>
<td>$/m</td>
</tr>
<tr>
<td>4</td>
<td>300 mm sewer mains (Rate Only)</td>
<td>m</td>
<td></td>
<td>$/m</td>
</tr>
<tr>
<td>5</td>
<td>375 mm sewer mains (Rate Only)</td>
<td>m</td>
<td></td>
<td>$/m</td>
</tr>
<tr>
<td>6</td>
<td>400 mm sewer mains (Rate Only)</td>
<td>m</td>
<td></td>
<td>$/m</td>
</tr>
<tr>
<td>7</td>
<td>Access Chamber inspection and reporting of condition rating and remedial actions</td>
<td>each</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Table of Charges Patches

<table>
<thead>
<tr>
<th>Item</th>
<th>Brief Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate ($ incl. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sewer Patch Installation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rate to include cleaning, removal of debris and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>complete installation of the patch to the sewer line</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>150 mm sewer mains 1000mm length</td>
<td>each</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>225 mm sewer mains 1000mm length</td>
<td>each</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>300 mm sewer mains 1000mm length</td>
<td>each</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>375 mm sewer mains 1000mm length</td>
<td>each</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>400 mm sewer mains 1000mm length</td>
<td>each</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Tenderer:                      Signature:                      Date:
Schedule D – Program

Please provide in the below format a program showing how the work shall be executed showing the sequence and duration of each function based on a continuous cycle of works.

<table>
<thead>
<tr>
<th>Zone/Area</th>
<th>Nominated Equipment</th>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
<th>Week 5 etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tenderer: [Signature: ] [Date: ]
Schedule E – Statutory Declaration

I/We declare that I/We have read, understood and agree to abide by all the requirements of the Tender Documents, and that all the information provided in the Tender is true and correct.

If the Queensland Building Services Authority Act 1991 ("QBSA Act") applies.

The Principal and the Contractor:

(a) acknowledge that Section 67K of the QBSA Act provides that building contracts (as defined in the QBSA Act) are subject to a condition that prior to the date of practical completion, the total value of the following is to be not more than 5% of the contract price:

   (i) All retention amounts for the contract that are being withheld; and
   (ii) All securities for the contract given and still held.

(b) agree that this contract is not subject to the condition set out in Section 67K(2) of the QBSA Act.

Tenderer:

Signature:  

Date:
Schedule F – Work Methodology

Provide a statement defining sequence, arrangements, and work procedures proposed to be used for execution of the Works identifying problems and a statement of how it is proposed to overcome identified problems and to demonstrate his understanding of the specific site conditions and ability to undertake the Contract Works. To enable a full and complete assessment to be made the Tenderer’s **SHALL** provide full details of their proposed systems and any limitations or provisions on the lining system

(a) Proposed methods of in-situ lining of pipes, special fittings and timing with a site based management plan

(b) Propose method of private property entry, recording of property condition, restoration procedures and timing

(c) List pipes and fittings to be supplied by Tenderer and timing of installation

(d) Proposed cut in procedure to existing facility including timing and duration

(e) Proposed methodology to join jump ups to lined pipe sections

(f) Procedures to ensure compliance with Site Based Management Plan

(g) Any limitations or provisions on the proposed lining system

(h) Draft Traffic Control Plans

(i) Proposed procedures detailing any Contractor requirements of the Principal,

Tenderer: 
Signature: 
Date:
Tender Form & Schedules

Schedule G – Technical Details

Supply information relating to the following items or materials to be used for the execution of this contract.

1. Details and specifications of the liner type and material including
   a. Manufacturer warrantee
   b. Liner wall structure, material and trade name
   c. Physical properties including thickness, moment of inertia of wall, long term flexural modulus, allowable long term strain.
   d. Durability, abrasion and chemical resistance,
   e. Methods of manufacture and guarantees
   f. Standards governing material and manufacture
   g. If available, independent test reports.

2. Detailed calculations in accordance with the technical specification confirming the proposed liner meets the structural requirements of the Specification. Name and qualifications of the Engineer certifying the calculations (MIEAust, CPEng, RPEQ)

3. Describe or provide operating procedures for the proposed methods of:
   a. Flow and diversion control
   b. Sewer cleaning
   c. Preliminary pipe preparation to allow the liner to be effectively installed
   d. Liner installation
   e. Liner sealing at connections junctions and manholes
   f. Property access
   g. Maintenance including jetting pressures and limitations.

4. Describe the proposed method of reconnection of house service lines to lined sewers

5. Provide details of the short form liner to be installed to seal connections between house service lines and lined sewers.

6. Inherent defects and the proposed acceptance limits for the sealing and/or repair technique.
Schedule H – Compliance Criteria

Please select whether you have complied with the following compliance criteria:

<table>
<thead>
<tr>
<th>Description of Compliance Criteria</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Compliance with the Specification contained in the Request for Tender.</td>
<td></td>
</tr>
<tr>
<td>(b) Compliance with the Conditions of Tender.</td>
<td></td>
</tr>
<tr>
<td>(c) Compliance with attendance at any mandatory tender briefing or site inspection.</td>
<td></td>
</tr>
<tr>
<td>(d) Compliance with the Quality Assurance requirements for this Request for Tender.</td>
<td></td>
</tr>
<tr>
<td>(e) Compliance with lodgement of this Tender Response by the Closing Time.</td>
<td></td>
</tr>
<tr>
<td>(f) Compliance with and completion of prices for the Schedule of Lump Sum.</td>
<td></td>
</tr>
<tr>
<td>(g) Compliance with all necessary Licences and Registrations</td>
<td></td>
</tr>
<tr>
<td>(H) Proposed Work Methodology (Schedule E) is in accordance with the requirements under the Specification.</td>
<td></td>
</tr>
</tbody>
</table>

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

All information relevant to the Tenderers’ answers to each criterion must be contained within its Tender Response;

Tenderers are to assume that the evaluation panel has no previous knowledge of the Tenderer’s organisation, its activities or experience;

Tenderers must provide full details for any claims, statements or examples used to address the qualitative criteria; and

Tenderers must address each issue outlined within a qualitative criterion.

Tenderer: ___________________________  Signature: ___________________________  Date: ___________________________
## Schedule H – Compliance Criteria

### A) Work Methodology & Approach

Refer SCHEDULE G: WORK METHODOLOGY

<table>
<thead>
<tr>
<th>Weighting</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;25%</td>
<td></td>
</tr>
</tbody>
</table>

### B) Relevant Experience

Tenderers must, as a minimum, address the following information in an attachment and label it “Schedule J – Relevant Experience”:

- (a) Complete the “Works Similar to this Contract Completed in the Last Five Years” table in Schedule B and provide details of similar work; and
- (b) Detail the scope of the Tenderer’s involvement including details of outcomes; and
- (c) Provide details of issues that arose during the project and how these were managed; and
- (d) Demonstrate sound judgement and discretion; and
- (e) Demonstrate competency and proven track record of achieving outcomes.
- (f) Provide details of all necessary licences and registrations held by the Tenderer.

<table>
<thead>
<tr>
<th>Weighting</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;20%</td>
<td></td>
</tr>
</tbody>
</table>

### C) Local Content

Tenderers must detail information of proposed local content on the project labelled “Schedule J – Local Content”

- (a) Creation of local employment opportunities
- (b) Use of local suppliers for supply of materials
- (c) Use of local subcontractors
- (d) Benefit to the economy within the Cassowary Coast Region

<table>
<thead>
<tr>
<th>Weighting</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;5%</td>
<td></td>
</tr>
</tbody>
</table>

---

**Tenderer:**

**Signature:**

**Date:**
General Conditions Of Contract

Tender CCW000023

Australian Standard AS 4000 is excluded due to its bulk.
Any Tenderer wishing to peruse a copy of this document may do so on request from the Cassowary Coast Regional Council.
A copy of the Annexure A and Annexure B of this standard is attached.
This Standard and Annexure shall be deemed to form part of this Contract.

Annexure to the General Conditions of Contract

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### Part A

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions and shall be read as part of the *Contract*.

<table>
<thead>
<tr>
<th>Item</th>
<th>Principal (clause 1)</th>
<th>Contractor (clause 1)</th>
<th>Superintendent (clause 1)</th>
<th>Governing law (page 5, clause 1 (h))</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Chief Executive Officer</td>
<td>Cassowary Coast Regional Council</td>
<td>Geoffrey Smart Manager Water</td>
<td>Queensland</td>
</tr>
<tr>
<td></td>
<td>ABN 2088 9787 211</td>
<td>ABN As Above</td>
<td>ABN As Above</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>PO Box 887, INNISFAIL QLD 4860</td>
<td>70 Rankin Street INNISFAIL QLD 4860</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>Cassowary Coast Regional Council</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>Geoffrey Smart Manager Water</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td>Cassowary Coast Regional Council</td>
<td></td>
</tr>
<tr>
<td>7 a)</td>
<td>Date for practical completion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(clause 1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR b)</td>
<td>Period of time for practical completion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(clause 1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td>Queensland</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If nothing stated, that of the jurisdiction where the site is located.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 9 | a) Currency  
(page 5, clause 1 (g))  
Australian Dollar  
If nothing stated, that of the jurisdiction where the site is located  |
|   | b) Place for payments  
(page 5, clause 1 (g))  
If nothing stated, the Principal's address  |
|   | c) Place of business of bank  
(page 3, clause 1 (d))  
Innisfail QLD  
If nothing stated, the place nearest to where the site is located  |
| 10 | Bill of quantities  
(subclause 2.2)  |
|   | a) Alternative applying  
(subclause 2.2)  
Not applicable  
If nothing stated, Alternative 1 applies  |
|   | b) If Alternative 2 applies, is the bill of quantities to be priced?  
(subclause 2.2)  
Not applicable  
If neither deleted, the bill of quantities shall not be priced  |
|   | c) Lodgement time  
(subclause 2.3(b))  
At the time of lodgement of the Contractors tender  
If nothing stated, 28 days after date of acceptance of tender  |
| 11 | Quantities in schedule of rates,  
limits of accuracy  
(subclause 2.5 (b))  
Upper Limit  
Lower Limit  |
| 12 | Provisional sum, percentage for profit and attendance (clause 3)  
0%  |
| 13 | Contractor's security  |
|   | a) Form (clause 5)  
Unconditional Bank Guarantee with no expiry date.  |
|   | b) Amount or maximum percentage of contract sum  
(clause 5)  
5%  
If nothing stated, 5% of the contract sum  |
|   | c) If retention moneys, percentage of each progress certificate  
(clause 5 and subclause 37.2)  
10% until the limit in Item 13 (b) of the Contract Sum is held  |
|   | d) Time for provision (except for retention moneys)  
(clause 5)  
21 Days after the date of the Letter of Acceptance of Tender  
If nothing stated, within 28 days after date of acceptance of tender  |
|   | e) Additional security for unfixed plant and materials  
(subclauses 5.4 and 37.3)  
No payment will be made for unfixed plant and materials  |

* If applicable, delete and instead complete equivalent item in the separable portions section of the Annexure Part A
f) **Contractor’s security upon certificate of practical completion** is reduced by (subclause 5.4)

NIL % of amount held

If nothing stated, 50% of amount held

† 14 **Principal’s security**

a) **Form** (clause 5)

NIL

b) **Amount or maximum percentage of contract sum** (clause 5)

Not Applicable.

If nothing stated, nil

c) **Time for provision** (clause 5)

Not Applicable.

If nothing stated, within 28 days after date of acceptance of tender

d) **Principal’s security upon certificate of practical completion** is reduced by (subclause 5.4)

Not Applicable % of amount held

If nothing stated, 50% of amount held

### Principal-supplied documents (subclause 8.2)

<table>
<thead>
<tr>
<th>Document</th>
<th>No. of copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Document</td>
<td>1</td>
</tr>
<tr>
<td>Drawings as required</td>
<td>1 of each</td>
</tr>
<tr>
<td>Schedule and Forms</td>
<td>1</td>
</tr>
</tbody>
</table>

If nothing stated, 1 copies of the drawings, specification, bill of quantities or schedule of rates (if any)

16 **Time for Superintendent’s direction about documents** (subclause 8.3)

14 days

If nothing stated, 14 days

17 **Subcontract work requiring approval** (subclause 9.2)

All work over $10,000 Particular part of WUC

18 **Novation** (subclause 9.4)

Selected subcontractor Particular part of WUC

18A **Subcontractor deeds of warranty** (clause 9.6)

Subcontractor Particular part of WUC

19 **Legislative requirements**

a) **Those excepted** (subclause 11.1)

Nil
### PART A

#### 20 Insurance of the Works (clause 16)

<table>
<thead>
<tr>
<th>a) Alternative applying</th>
<th>Alternative One</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Alternative 1 applies</td>
<td>If nothing stated, Alternative 1 applies</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b) Provision for demolition and removal of debris</th>
</tr>
</thead>
<tbody>
<tr>
<td>OR % of the contract sum</td>
</tr>
</tbody>
</table>

#### 21 Public liability insurance (clause 17)

<table>
<thead>
<tr>
<th>a) Alternative applying</th>
<th>Alternative One</th>
</tr>
</thead>
<tbody>
<tr>
<td>If nothing stated, Alternative 1 applies</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b) Amount per occurrence shall be not less than</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

#### 22 Time for giving possession

<table>
<thead>
<tr>
<th>subclause 24.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>14 days from the date of the Letter of Acceptance of Tender subject to the satisfactory performance of the conditions precedent to Site Possession under the Particular Conditions of Contract.</td>
</tr>
</tbody>
</table>

If nothing stated, 14 days

#### 23 Qualifying causes of delay

Causes of delay for which EOTs will not be granted

- Inclement weather conditions which differ materially and substantially from those conditions which should reasonably have been anticipated by an experienced and competent
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>Liquidated damages, rate</td>
<td>per day $220</td>
</tr>
</tbody>
</table>
| 25   | Bonus for early practical completion | a) Rate Not Applicable per day $220 per day  
|      |                      | b) Limit Not Applicable per day $220 per day  
|      |                      | OR % of contract sum  
|      |                      | If nothing stated, there is no waiver |
| 26   | Delay damages, other compensable causes | Not Applicable |
| 27   | Defects liability period | 12 Months  
|      | (clause 35)               | If nothing stated, 12 months |
| 28   | Progress Claims | a) Times for progress claims Last Thursday day of each month for WUC done to the last Wednesday day of that month  
|      | (subclause 37.1)         | OR  
|      |                        | b) Stages of WUC for progress claims |
| 29   | Unfixed plant and materials for which payment claims may be made | NIL |

\(^\text{†}\) If Applicable, delete and instead complete equivalent item in the separable portion section of the Annexure Park A
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Interest rate on overdue payments (subclause (37.5))</td>
<td>5% per annum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If nothing stated, 18% per annum</td>
</tr>
<tr>
<td>31</td>
<td>Time for Principal to rectify inadequate possession (subclause 39.7)</td>
<td>30 days</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If nothing stated, 14 days</td>
</tr>
<tr>
<td>32</td>
<td>Arbitration (subclause 42.3)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Person to nominate an arbitrator</td>
<td>Chairman Institute of Arbitrators and Managers of Australia</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Appointing Authority under UNCITRAL Arbitration Rules</td>
<td>The President of the Australasian Dispute Centre</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If nothing stated, the President of the Australasian Dispute Centre</td>
</tr>
</tbody>
</table>
Part B

The following Clauses have been amended and differ from the corresponding Clauses in AS4000-1997: 2.5, 7, 9.2, 12, 15.1, 15.2, 25.1, 25.2, 25.4, 28, 29.3, 34.3, 34.5, 34.9, 34.10, 37.2, 37.4, 41.

In this Annexure, the different styles of type signify:

Retained text: Light type ie. shall be deducted from;
Deleted text: small type ruled out ie shall be deducted from;
Added text: Bold type ie. shall be deducted from.

The deletions, amendments or additions to Clauses in AS4000-1997 are set out below:

2.5 Adjustment for Actual Quantities

Second Paragraph.

If such a Bill of Quantities or Schedule of Rates omits an item which should have been included, the item shall be deemed a variation.

If a Schedule of Rates omits an item which should reasonably have been anticipated by an experienced and competent Contractor at the time of tender, to be necessary for the satisfactory completion and performance of the works, the Contractor shall in the tender insert such omitted item in the schedule with a price or rate for such item. In the event of the failure of the Contractor to do so, the cost of such item will be deemed to be included within other items of the schedule.

9.2 Subcontracting

Third paragraph.

Within 14 days of the Contractor's request for approval, the Superintendent shall give the Contractor written notice of approval or rejection.

25.1 Scope

Amend lines 3 to 7.

(a) Latent conditions are physical conditions on the site or its near surrounds, including artificial things but excluding weather conditions, which differ materially and substantially from the those physical conditions which should reasonably have been anticipated by a competent and experienced Contractor at the time of the Contractor's tender if the Contractor had inspected;

25.2 Notification

Amend paragraph a)

(a) The latent condition encountered and the respects in which it differs materially and substantially;

34 TIME AND PROGRESS

34.3 Claim

Amend paragraph b)

The Contractor gives the Superintendent, within 28 14 days of when the Contractor should reasonably have become aware of that causation occurring, a written claim for an EOT evidencing the facts of causation and of the delay to WUC (including extent).
Amend as follows.

Within 28 14 days after receiving the Contractor’s claim for an EOT, the Superintendent shall give to the Contractor and the Principal a written direction evidencing the EOT so assessed. If the Superintendent does not do so, there shall be a deemed assessment and direction for an EOT as claimed.

34.9 Delay Damages

Amend by adding new paragraph:

Under no circumstances shall payment for such delays or disruption exceed the rate agreed upon elsewhere in the Contract.

37.2 Certificates

Amend paragraph 4 as follows;

The Principal shall within 14 7 days after receiving both such certificates, or within 28 24 days after the Superintendent receives the progress claim, pay to the Contractor the balance of the progress certificate after deducting retention moneys and setting off such of the certificate in paragraph (b) as the Principal elects to set off. If that setting off produces a negative balance, the Contractor shall pay that balance to the Principal within 7 days of receiving written notice thereof.

37.3A Unpaid Subcontractors

The Principal shall not be liable to pay for amounts payable to Subcontractors for which an amount is in dispute and has not been paid unless the Contractor:

(a) Satisfies the Superintendent that the amount in dispute has been resolved and the amount has been paid to the Subcontractor.

37.4 Final Payment Claim and Certificate

Amend paragraph 3 as follows;

Those moneys certified as due and payable shall be paid by the Principal or the Contractor, as the case may be, within 14 2 days after the debtor receives the final certificate.
Cassowary Coast Regional Council

**Sewer Rehabilitation 2018-2019**

**Special Conditions of Contract**

Tender CCW000023

<table>
<thead>
<tr>
<th>Special Conditions of Contract</th>
<th>51</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contract</td>
<td>52</td>
</tr>
<tr>
<td>2. Regulations, Notices and Fees Building Permits</td>
<td>52</td>
</tr>
<tr>
<td>3. Site Visits and Site Information</td>
<td>52</td>
</tr>
<tr>
<td>4. Indemnification of the Principal</td>
<td>52</td>
</tr>
<tr>
<td>5. Possession of Site</td>
<td>52</td>
</tr>
<tr>
<td>6. Workplace Health and Safety Act</td>
<td>53</td>
</tr>
<tr>
<td>8. Environmental Management and Compliance</td>
<td>54</td>
</tr>
<tr>
<td>9. Works Program</td>
<td>54</td>
</tr>
<tr>
<td>General</td>
<td>54</td>
</tr>
<tr>
<td>Works Program Details</td>
<td>55</td>
</tr>
<tr>
<td>10. Site Access</td>
<td>55</td>
</tr>
<tr>
<td>11. Notice of Inspection</td>
<td>56</td>
</tr>
<tr>
<td>12. Publicity</td>
<td>56</td>
</tr>
<tr>
<td>13. Payment</td>
<td>56</td>
</tr>
<tr>
<td>Security of Payment Legislation</td>
<td>56</td>
</tr>
<tr>
<td>Payment Claims</td>
<td>56</td>
</tr>
<tr>
<td>Conditions Precedent</td>
<td>56</td>
</tr>
<tr>
<td>Payment Schedule</td>
<td>57</td>
</tr>
<tr>
<td>Payment of Workers and Subcontractors</td>
<td>58</td>
</tr>
<tr>
<td>Goods and Services Tax</td>
<td>58</td>
</tr>
<tr>
<td>14. Variation Of Price</td>
<td>58</td>
</tr>
<tr>
<td>15. Queensland Building Services Authority Act</td>
<td>59</td>
</tr>
<tr>
<td>Section 67K</td>
<td>59</td>
</tr>
<tr>
<td>16. Use by Other Local Governments</td>
<td>59</td>
</tr>
</tbody>
</table>
1. **Contract**

This Contract is a **Remeasurable Schedule of Rates** for the whole of the works subject to annual CPI adjustment if extended.

The Contract has an initial term of one (1) year (to 30 June 2019) with two (2) x one year extensions to be applied at the Principal's sole discretion. A maximum term for the contract of three (3) years is therefore applicable at the Principal's discretion.

The Principal reserves the right to accept a Tender in part or in whole.

2. **Regulations, Notices and Fees Building Permits**

The Contractor shall carry out the work under this Contract in compliance with the applicable laws and regulations, and shall provide for all required notices and permits and the payment of all notices fees and permits required. The Principal shall reimburse the Contractor for all such notices fees and permits upon the contractor providing written evidence of payment which shall be submitted to the Superintendent.

3. **Site Visits and Site Information**

The Contractor as a condition of tendering shall be deemed to have visited the site during the Tender period to ascertain local conditions. No claims for extra payments will be considered on grounds of lack of knowledge of the area of works, the scope of works or of the conditions under which the Works are to be executed.

The Contractor shall familiarise itself with the availability of access, services, weather conditions, etc. and make allowance in the Contract Rates for provision of all services to enable the works to be performed.

Previous CCTV may be available on request.

4. **Indemnification of the Principal**

The Contractor indemnifies Principal for all Liabilities that Principal incurs arising out of:

(a) A breach of this Contract by the Contractor; and

(b) The negligence of the Contractor, its agents, employees, consultants or sub-contractors or any other person for whose acts or omissions the Consultant is vicariously liable.

Each indemnity in this agreement:

(a) Is a continuing obligation;

(b) Constitutes a separate and independent obligation of the party giving the indemnity form its other obligations under this document; and

(c) Survives a termination of this document.

5. **Possession of Site**

Prior to commencement of any Works, a pre-start meeting shall be organised by the Contractor and/or by the Superintendent. The pre-start meeting is to be attended by the Superintendent, Contractor and the Principal.

No works on site will be permitted to commence until the following information has been submitted to the Superintendent (at least 7 days prior to the commencement of Work):
Special Conditions of Contract

- Evidence of required Insurances;
- Evidence of notification and insurance coverage shall be forwarded to the Superintendent prior to commencement of Works;
- Works Program;
- The following plans
  - Hazard Identification
  - Environmental Management Plan;
  - Workplace Health and Safety Management Plan;
  - Traffic Management Plan;
  - Inspection and Test Plan; and
  - Quality Plan including organisation chart and contact details.

The Contractor will have been deemed to have made allowance for the above in his program. The Contractor will not be granted any Extension of Time to the contract for his failure to provide the required information.

Exemption of any of the above requirements or acceptance of part plans relevant to upcoming works will be at the discretion of the Superintendent.

**6. Workplace Health and Safety Act**

The Contractor shall comply with and ensure that its employees, subcontractors and their employees comply with all provisions of the Workplace Health and Safety Act (the “Act”).

The Contractor shall be the Principal Contractor and shall assume all responsibilities of the Principal Contractor as defined by the Act in respect of the Site:

(a) From the date of the Contractor assuming Possession of Site;

(b) Until the earliest of:
   
   (i) 4:00pm on the Practical Completion, unless otherwise specified under the Contract;
   
   (ii) Termination of the Contract; or

   (iii) Notice from the Superintendent revoking appointment.

The Contractor shall:

(a) Make notification of “building and construction work”;

(b) Pay all penalties, costs and other monetary sums;

(c) Indemnify the Principal and agree to keep the Principal always indemnified against all costs, expenses, fines, losses, or damages, which the Principal may become liable to suffer or incur in respect of or arising directly or indirectly out of the failure by the Contractor to comply with its obligations pursuant to this clause, or required of it under the current Workplace Health and Safety Act and current Building and Construction Industry (Portable Long Service Leave) Act; and

(d) Effect all insurances relating to workplace health and safety as required under the General Conditions of Contract.

Evidence of notification, fee and levy payment and insurance coverage shall be forwarded to the Superintendent prior to commencement of Works.
Special Conditions of Contract

The Contractor shall:

(a) Prepare a “workplace health and safety plan” (“Plan”) as required by the Workplace Health and Safety Act and defined under the accompanying regulations; and

(b) Submit the Plan to the Superintendent:
   (i) Within 10 working days of commencement of contract; and
   (ii) Prior to taking Possession of Site.

The Superintendent may at any time request amendment of the Plan. The Contractor shall forthwith amend the Plan in accordance with the Superintendent’s request or provide written justification as to why the Plan should not be amended.

The Contractor shall prepare and present a workplace health and safety plan including a site specific risk analysis for the contract works to the Superintendent for approval. Obtaining approval may involve interactive analysis of the risk assessment, works method and program with the Superintendent and the Authority's Workplace Health and Safety Officer.

7. Building and Construction Industry (Portable Long Service Leave Levy) Act

Cassowary Coast Regional Council will pay the Portable Long Service Leave Levy (QLeave) pertaining to the Works under this Contract.

8. Environmental Management and Compliance

Covered in Specification

9. Works Program

General

The requirements of this clause does not limit the Contractor’s obligations of the General Conditions of Contract or as specified elsewhere in the Contract.

Within two (2) weeks of the date of the Letter of Acceptance and prior to taking possession of the site, the Contractor shall submit for approval by the Superintendent:

(a) A detailed Works Program; and

(b) A projected financial statement indicating the payments that the Contractor expects the Principal will need to make under the Contract.

The program shall show the critical path and identify lead times for the supply of materials. The program shall be in Microsoft Project 2000 or later in hard copy and digitally.

Monthly, the Contractor shall deliver to the Superintendent a statement of the status of the Works, together with such amended programs as shall enable each section of the Works to be completed on the due date for completion thereof. Such amended programs shall be subject to the approval of the Superintendent, and if approved, shall be deemed to form part of the Works Program.

The review, approval, acceptance or rejection by the Superintendent of the Works Program or any amendments or changes or revisions thereof:
Special Conditions of Contract

(a) Will not be deemed to relieve the Contractor of any of its liabilities or obligations under the Contract especially the obligation to achieve Practical Completion by the Date for Practical Completion;

(b) Shall not evidence or constitute a direction by the Principal or by the Superintendent to accelerate, disrupt, prolong or vary any or all of the work under the Contract;

(c) Shall not evidence or constitute a direction by the Superintendent;

(d) Shall not evidence or constitute the granting of an extension of time for Practical Completion; or

(e) Shall not affect the time for performance of the Principal’s or Superintendent’s obligations.

If, in the opinion of the Superintendent, the Contractor falls behind the program, the Contractor shall take such steps as considered necessary by the Superintendent to improve progress. The Contractor shall submit a revised program in an approved form indicating the manner in which the Works shall be completed including as necessary what additional resources are to be utilised within the specified time. No additional cost shall be incurred by the Principal due to such measures.

Failure of the Contractor to comply with the requirements of the Superintendent as specified above and to improve progress to comply with the current approved program shall constitute a default by the Contractor under the terms of the General Conditions of Contract. Neither the submission of, nor the approval of a construction program by the Superintendent shall relieve the Contractor of any of its duties or responsibilities under this Contract.

Works Program Details

The Works Program shall identify the planned sequence of activities during all phases of the Contract in sufficient details to enable detailed control of all activities and monitoring of progress.

The following details shall be included:

(a) Early start, early finish, late start and late finish date for each activity, activity descriptions, activity reference numbers and activity duration in working days;

(b) Work activities broken down so that no activity exceed five (5) working days in duration;

(c) Logic network and relationships between activities inclusive of critical and sub-critical paths and all restraints identified;

(d) Mobilisation, engineering, procurement, construction and demobilisation activities are clearly defined;

(e) Inclement weather (weather conditions which do not differ materially and substantially from those physical conditions which should reasonably have been anticipated by an experienced and competent Contractor at the time of the Contractor’s tender);

(f) Public holidays, rostered days off and the like; and

(g) Dates for Key Events (For example, Milestones, interfacing with the Principal, Approvals, Practical Completion).

10. Site Access

All Contractor personnel shall be Site Inducted by the Contractor.
11. Notice of Inspection

The Contractor shall give the Superintendent not less than twenty-four (24) hours notice of their intention for an inspection of a witness or hold point to be undertaken.

12. Publicity

The Works under the contract are a confidential matter between the Principal and the Contractor. The Contractor shall not make any media release or other public statement without written approval from the Principal.

13. Payment

Security of Payment Legislation

The Contractor agrees with the Principal that:

(i) A Payment Claim submitted to the Superintendent is received by the Superintendent as agent for the Principal;

(ii) Unless otherwise notified to the Contractor by the Principal in writing, the Superintendent will give Payment Schedules and carry out all other functions of the Principal under the relevant Security of Payment Legislation as the agent of the Principal;

Failure by the Superintendent to set out in a Payment Schedule an amount which the Principal is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the Contractor by the Principal will not prejudice:

(i) The Superintendent’s ability to set out in a subsequent payment Schedule an amount which the Principal is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the Contractor by the Principal; or

(ii) The Principal’s right to subsequently exercise its right to retain, deduct, withhold or set-off any amount under this Contract.

Payment Claims

Subject to Right of Set-off the Contractor must give the Superintendent claims for payment on account of all amounts then payable by the Principal to the Contractor under the Contract.

The claim shall contain a summary of all claims made by the Contractor and set out or attach sufficient details, calculations, supporting documentation and other information in respect of all amounts claimed by the Contractor.

(i) To enable the Superintendent to fully and accurately determine (without needing to refer to any other documentation or information) the amounts then payable by the Principal; and

(ii) Including any such documentation or information which the Superintendent may by written notice from time to time require the contractor to set out or attach, whether in relation to a specific Payment Claim or all Payment Claims generally.

Conditions Precedent

The Contractor’s entitlement to submit a Payment Claim is conditional upon the Contractor having:
Special Conditions of Contract

(i) Prior to submitting its Payment Claim contacted the Superintendent so that the Superintendent may inspect the Work with the Contractor and measure and assess the quantity or percentage of Work completed to date for each item in the Payment Claim;

(ii) Provided the Principal with Approved Security for the amount required;

(iii) Obtained the insurance required and (if requested) provided evidence of this to the Superintendent;

(iv) Complied with its programming obligations;

(v) Provided a Statutory Declaration declaring all workers and subcontractors have been paid all monies due and payable to them up to the date of the submission; and

(vi) Provided a Tax Invoice.

If the Contractor has not satisfied the Conditions Precedent at the time of submitting a Payment Claim, then:

(i) The Payment Claim may be deemed to have been invalidly submitted;

(ii) The Superintendent will not be obliged to include in any Payment Schedule any amount included in the Payment Claim; and

(iii) The Principal will not be liable to pay any amount included in the Payment Claim.

If the Contractor submits a Payment Claim, and has failed to submit sufficient supporting information in relation to any amount (or portion of any amount) claimed in the Payment Claim then:

(i) The Contractor will not be entitled to payment of;

(ii) The Superintendent will not be obliged to include in any Payment Schedule; and

(iii) The Principal will not be liable to pay,

The amount (or the portion of the amount) claimed in the Payment Claim in relation to which the Contractor has failed to submit sufficient supporting information, unless:

(i) The Superintendent (in its absolute discretion and without being under any obligation to exercise this discretion for the benefit of the Contractor) issues a written notice to the Contractor identifying the documentation or information, which the Contractor has failed to provide; and

(ii) The Contractor provides that documentation or information to the Superintendent within the time required in the Superintendent’s notice.

Payment Schedule

The Superintendent:

(i) Must, within ten (10) business days of receiving a Payment Claim; and

(ii) May, if the Contractor fails to submit any such claim, at any time,

Give the Contractor (with a copy to the Principal), on behalf of the Principal a Payment Schedule which is in the form set out in accordance with the Building and Construction Industry Payment Act and which states:

(i) The Payment Claim to which it relates (if any);

(ii) The value of Work completed;

(iii) The amount already paid to the Contractor; and
Special Conditions of Contract

(iv) The amount (if any), which the Superintendent believes to be then payable by the Principal to the Contractor on account of all amounts payable in accordance with the Contract and which the Principal proposes to pay to the Contractor.

If the amount is less than the amount claimed in the payment claim then state the reason why the amount is less than the amount claimed in the Payment Claim. If the Contractor agrees with the Payment Schedule amount a Tax Invoice Adjustment Note shall be issued the following business day.

Any evaluation or issue of a Payment Schedule by the Superintendent or payment will not:

(i) Constitute approval of any Work nor will it be taken as an admission or evidence that the part of the Works covered by the Payment Schedule has been satisfactorily carried out in accordance with the Contract; or

(ii) Constitute a waiver of the requirement of Conditions Precedent and that sufficient supporting information has been provided; or

(iii) Constitute an admission of liability.

Payment of Workers and Subcontractors

A statutory declaration shall be submitted with each progress claim declaring all workers and subcontractors have been paid all monies due and payable to them up to the date of the submission. The Principal shall withhold payment of monies due to the Contractor until the Statutory Declaration is received. Each Statutory Declaration is to be made by the Contractor before a Justice of the Peace and shall be current at the time of its submission.

Goods and Services Tax

The Contract Sum shall include GST. All claims made pursuant to the Contract shall clearly identify the total amount of the claim and the amount of GST included in the total.

Upon receipt of the relevant payment certificate, the Contractor shall issue a Tax Invoice directly to the Principal corresponding to the amount certified in the payment certificate.

14. Variation Of Price

The Schedule of Rates is firm for the first twelve (12) months of the Contract Term. On each anniversary of the Contract Commencement Date during the Term the Contract Price shall be adjusted by applying the formula:

\[
\text{Contract Price} \times \frac{\text{Index 2}}{\text{Index 1}}
\]

For the purposes of this Clause 14:

(a) “Index 1” means the CPI published with respect to the quarter year last expiring before the Contract Commencement Date;

(b) “Index 2” means the CPI published with respect to the quarter year last expiring before the relevant Adjustment Date;

(c) “Adjustment Date” means each anniversary of the Contract Commencement Date during the Term;

(d) “CPI” means the Consumer Price Index (All Groups) Brisbane figure published from time to time by the Australian Bureau of Statistics or, if no Consumer Price Index (All Groups) Brisbane figure is published at the relevant time by the Australian Bureau of
15. Queensland Building Services Authority Act

Section 67K

(a) Section 67K of the QBSA Act provides in part that the building contract is subject to a condition that at any time before Practical Completion of the Works, the total value of the following is to be not more than 5% of the Contract Sum:

(i) All retention amounts for the contract that are being withheld; and

(ii) All securities for the contract given and still held.

(b) Section 67K of the QBSA Act prevents a principal from holding security and retentions in excess of 5% of the Contract Sum; and

(c) This Contract is not subject to Section 67K of the QBSA Act, and the parties agree that the Principal may hold Securities greater than 5% of the Contract Sum.

16. Use by Other Local Governments

A Local Government other than the Principal (an “Other Local Government”) may access the Contract subject to mutual agreement in writing of the Principal, the Contractor and the Other Local Government.

Responsibility for establishing and managing any contract between the Contractor and the other Local Government rests with the Other Local Government.

The Contract may be accessed for those services outlined in the specification and may also include works associated with storm water lines. If works associated with storm water lines are required than the rates will be negotiated and agreed upon with the Contractor prior to any works being undertaken.
Cassowary Coast Regional Council

Sewer Rehabilitation 2018-2019
Specification

Tender CCW000023

Specification

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1. Preliminaries

Overview

Cassowary Coast Regional Council has an annual capital works program which includes the preliminary cleaning, lining works, installation of junction seals, post lining cleaning, and CCTV recording and reporting for identified gravity sewer lines within the Council boundaries.

Scope of Work

Sewer lines requiring rehabilitation are identified for each annual program of works by Council’s operations team. Each annual program of works will be determined by Council on an annual basis and confirmed as part of the Contract renewal process for the Extension Period.

The contract works shall include, but not be limited to, the following:

- Customer relations including notification and maintaining contact logs;
- Safety, Quality, Environmental, and Traffic Management;
- Control and diversion of sewage flows;
- Cleaning and removal of all foreign matter, including roots, from lines and property service lines (where applicable) prior to relining.
- Excavation of sewer dead ends and manholes to enable the sewer to receive the liner – including all fittings required under local Standards (FNQROC Development Manual), backfill and surface restoration to the same or better condition;
- Manhole to manhole relining using structural relining technologies;
- Removal of back drops within manholes (where required);
- Installation of junction seals after relining;
- Rectification of defects identified during the Contractor’s review of post lining CCTV footage prior to the submission of the final post lining CCTV footage to the Principal;
- Post lining CCTV footage and provision of Wincan reports in the required format to the Principal;
- Localised internal spot repair of sewer mains using structural patch lining technologies;
- Grouting works;
- Testing and inspection works.

Emergent Works

During the course of the Annual Program the Principal may request the Contractor undertake Emergent Works as additional works to be conducted under the Contract. These are unplanned works that may arise or occur unexpectedly. The Schedule of Rates will apply to any Emergent Works requested by the Principal under the terms and conditions of this Contract. The Principal shall make the request to the Contractor in writing and the Contractor shall confirm in writing if they have capacity and resources to undertake the requested Emergent Works. Any additional costs involved with the delivery of additional materials required for Emergent Works shall require the prior approval of the Superintendent in writing.

Environmental Management & Compliance

The Contractor shall comply with the Environmental Protection Act and the Environmental Protection Regulation. Compliance includes, but is not limited to seeking, holding and maintaining all environmental licences necessary to complete the Works.

The Contractor shall prepare and submit to the Superintendent within fourteen (14) days of the Letter of Acceptance and prior to the works commencing, an Environmental Management Plan (EMP) to cover all Site Construction Works.
Specification

The EMP shall be the Contractor’s plan of management to ensure all Works undertaken by the Contractor (including all Subcontractors) shall have minimal impact on the environment and shall be in accordance with all relevant Australian Standards, State Government Legislation, Commonwealth Legislation and Local Government Regulations.

A holdpoint shall occur and no site construction works shall proceed until the complete EMP or a section of the EMP relevant to a particular construction operation has been submitted, and approval to proceed has been received from the Superintendent.

The Contractor shall be solely responsible for the full and complete implementation of the EMP. The Contractor shall pay all penalties, costs and expenses which may be incurred in respect of offences committed or alleged to be committed under the provision of the Environmental Protection Legislation.

The current relevant Australian Standards, Acts and other documents shall be taken into account in the preparation of the EMP.

The EMP shall comply fully with guidelines produced by the Environmental Protection Agency and shall include at least the following issues:

The EMP shall:

- Be a practical and achievable plan;
- Detail each environmental issue and impact which is to be addressed;
- Include all control measures which the Contractor will undertake and any issues which the Contractor will address during the works (including any required pre or post activity);
- Detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and the reporting process;
- Provide a trigger for undertaking an action and, where possible, timing of each action;
- Detail procedures for the monitoring of the EMP by the Contractor;
- Detail a system for registration and action of environmental complaints.

Should the Contractor wish to commence any operation prior to acceptance of the complete EMP, sections of the EMP relevant to that operation may be submitted at least 14 days prior to the planned commencement of that operation.

A hold point shall occur and no works shall proceed until written acceptance of the complete EMP or a section of the EMP relevant to a particular operation is received from the Superintendent.

Traffic and Safety

The Contractor shall ensure that a Traffic Control Plan is submitted for approval 7 days prior to commencing works on site and the Contractor warrants that all devices and signage will be as per the Manual of Traffic Control Devices and that only licensed traffic controllers are controlling traffic at all times while works are being carried out.

The Contractor shall be held entirely responsible for the safety of all pedestrians and vehicular traffic at or adjacent to the site of the Works, or in any way affected by the execution of the Works, and shall provide all necessary watchmen, lights, barriers, notices and signs and shall provide and maintain same to the satisfaction of the Superintendent and/or the Local Authority. Signs shall conform to the current DMR Manual of Uniform Traffic Control Devices (QLD).

The Contractor shall not unnecessarily in its operations obstruct any side road, branch track, drain or watercourse and shall not break down any fences or gates without the prior notification to the Superintendent, but when such obstructions or breakage’s cannot be avoided shall remove such obstruction or repair such breakage as soon as possible.

In the event of the Contractor failing to comply with its responsibilities under this Clause the Principal shall have the power, without further notice, to take such steps as the Superintendent considers necessary to provide for the passage and safety of traffic or to remove any obstruction or to repair any damage including,
Specification

if it considers it necessary, the employment of workmen and watchmen and the cost thereof will be deducted from any monies due to the Contractor under this Contract.

Notwithstanding any action that the Superintendent may take in this regard, the Contractor shall be liable for damages arising out of any accident in connection with the carrying out of the Contract.

Working Around Rail

The contractor shall ensure that all associated permits and permissions are gained for work within a rail easement. The contractor is to ensure all conditions of an issued permit are met and all financial implications will be the responsibility of the contractor.

Standard of Work

All work under the Contract shall be carried out strictly in accordance with the requirements of the Specification and accepted industry standards, Australian Standards and the FNQROC Development Manual any disparity between "Standards" will be decided by the Superintendent.

Working Hours

Working hours for this contract shall generally be:-

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday to Friday</td>
<td>6.30am to 6.00pm</td>
</tr>
<tr>
<td>Saturday</td>
<td>6.30am to 1.00pm</td>
</tr>
<tr>
<td>Sunday &amp; Public Holidays</td>
<td>Nil</td>
</tr>
</tbody>
</table>

The Superintendent may, from time to time, vary the working hours to suit particular conditions or circumstances.

Any other restrictions will be advised in writing by the Superintendent.

Site Meetings

The Contractor shall provide for and attend meetings between the Contractor, appropriate Sub Contractors and the Superintendent for the duration of the Contract.

The frequency of these meetings shall be monthly.

The Superintendent shall chair the meetings, record the minutes and circulate to attendees.

The Contractor shall also chair and minute meetings relating to safety. At a minimum a meeting with the Principal, Superintendent and designer representatives will be conducted at commencement of the project.

Sewer Lining

Responsibility

The Contractor is fully responsible for choosing the appropriate plant, equipment and work methods for the purpose and environment for which they are to be used.

The Contractor shall be fully responsible for the construction of the works and ensure acceptable work practices are used.

Existing Facilities and Services

The cost for the repair of any damage or remedying any interference to existing services, structures, grounds, fences and landscaped areas shall be borne entirely by the Contractor.

The Contractor shall be responsible for clean up of the site at completion of works and to keep materials in locations such as to cause minimal inconvenience. Obtain the written consent of the Superintendent for the inclusion in the Works of any temporary works which it is proposed to leave in position at the completion of the Contract.
Specification

The Contractor shall cause the least possible interference with existing amenities whether natural or man made. The Contractor shall take all practical steps to minimise the amount of noise caused by carrying out the Works.

Clean Up

The Contractor shall keep work areas in a neat and tidy condition.

The Contractor will from time to time, and on completion of any area of the works, or where directed by the Superintendent, remove rubbish, surplus materials or any other construction debris from such areas as may be attributable to his work under this Contract and generally leave them in a satisfactory condition, to the approval of the Superintendent.

On completion of the sewer lining work in a given location/area, the Contractor shall remove all rubbish, debris, or surplus materials from the work areas and be responsible for disposal and any associated legislative requirements. Work areas shall be left in a neat and tidy condition to the satisfaction of the Superintendent.

Access to Private Property

The Contractor must ensure that all staff intending to work within private properties have successfully completed an approved “Local Government Worker Authorised Persons” training course and supply current completion certificates and head shoulder photographs to Council. E-learning courses are available through www.wearepeak.com.au. Council will issue Authorised Contractor Cards.

The Contractor will arrange the initial contact with property owners to advise of entry to property. Entry to private property will only occur after this contact has occurred and the property owner has responded. If such permission is refused the Contractor will advise the Superintendent.

The Contractor shall issue by letter drop, Notification of Works, notices to affected residents at least forty-eight (48) hours but less than 7 days before beginning work in any area. The letter shall be approved by the Superintendent prior to use and shall provide information on:

- Commencement and completion dates.
- Days and hours of work.
- Description of work to be done.
- The Contractors access requirements to the site of work.
- Purpose and benefit of the work.
- Local contact name and local contact telephone number of the Contractor's representative.
- Contact name and contact phone numbers for Cassowary Coast Regional Council.

Prior to commencing work on private property the Contractor shall agree and confirm with the property owner where the point of access to the property (the “designated access”) shall be, and shall photograph the designated access by an appropriate means, provide a copy of the photograph to the property owner, and keep a copy in the Contractors project records.

All Contractor personnel shall maintain a tidy appearance, exercise courtesy, display good manners in all dealings with the public and be clearly identifiable. The Contractor shall have photo identification for their personnel which shall be worn at all times. This will include Council's Authorised Contractor Card.

All work within private property shall be carried out with a minimum of inconvenience to the occupant. Under no circumstances shall the Contractor’s personnel enter residences or associated buildings. The Contractor shall notify occupants prior to entering private property through letter drops or contact over the telephone. The Contractor must contact the occupant on entering the property each day. The Contractor shall have the letter of authorisation, display identification cards and shall comply with all reasonable requests from the occupant with regard to access.

If the occupant is not present at the time the work is to be performed, the Contractor shall leave a notice (“card”) stating the local contact name and local contact telephone number of the Contractor's representative, and the time and date the work was done. If access cannot be gained, the Contractor shall
Specification

leave a calling card to arrange a suitable time to carry out the works. If access cannot be gained after reasonable effort, the Contractor shall notify the Superintendent.

Site Safety, Fencing and Lighting, Etc.

The Contractor shall effectively fence and light all open manholes and any excavation made by it or its employees, and shall be responsible for the provision and maintenance of barricades, lights and road signs for the safe passage of traffic and the general public.

The Contractor shall implement and maintain a site safety programme complying with the requirements of the Workplace Health & Safety Act and Regulations, and shall take into account the particular safety considerations associated with the Works.

Notwithstanding the above, or any other instructions regarding the safety of works and the public in general, the Contractor shall comply with the provisions of the Queensland Workplace Health and Safety Act and Regulations as they apply to this project.

Excavation Work by Principal

Where excavations are carried out by the Principal it shall be the responsibility of the Principal to provide and maintain fencing, barricades, lights and road signs during the course of the excavation work. Thereafter, during sealing or lining operations, the Contractor shall maintain fencing, barricades, lights and road signs provided by the Principal.

Restoration of Property

When the Contractor is required to work in private property every precaution shall be taken to avoid property and services damage, and the site shall be restored to an "equal to or better than original condition", and which shall be to the satisfaction of the Superintendent. The Rates shall be deemed to include for all costs associated with restoration work.

The Contractor shall be responsible for any damage caused to private property by its operations during the course of the contract. In the event that trees, shrubs, garden beds, fences, retaining walls, pathways, equipment, or any structure, etc, require removal to permit the work to be carried out, the Contractor shall first obtain the approval of the Superintendent prior to interfering with such obstruction. Where the removal of such obstructions is approved, the cost shall be the responsibility of the Principal, including any compensation for damage and or claims arising from the removal of any obstruction specifically approved by the Superintendent, but excluding any compensation for damage and or claims arising from the negligence of the Contractor in which case such costs shall be borne by the Contractor.

- Removal of obstructions shall only be approved on the basis that no other route or option will permit the work to be carried out.
- The Superintendent shall arrange the restoration work either through the Contractor or by others.

Should the Contractor remove or interfere with any such obstruction prior to receiving approval, the Contractor shall be fully liable for all costs to restore the obstruction.

Restoration works shall occur progressively through the Contract and be completed within five (5) working days of completing sewer works at the property. Should the Contractor fail to carry out such work, the Principal may take such action as it deems necessary to restore the site and the cost thereof shall be deducted from monies due and payable to the Contractor, or as otherwise recoverable from the Contractor.

Reports

The Contractor shall submit monthly progress reports within one week of expiry of each calendar month. The format of the report will be as mutually agreed between the Superintendent and the Contractor. The report shall include:

- Progress to date;
- Past months work progress - proposed versus actual;
- Adjustments to future programme;
Invoicing status and future projections;
and any other details as may be requested by the Superintendent.
Additional reports to be submitted by the Contractor include:
Pre-construction surveys;
  o CCTV inspections prior to lining, after lining supplied in an electronic format as per the CCTV Inspection of Sewers section of this contract;
  o Testing;
  o Manhole rehabilitation.

Pipe In-Situ Lining Work

CCTV Inspections of Sewers

The Superintendent may show the Contractor any available still photographs or videos of the sewer. Prior to any sewer lining, the Contractor shall undertake an inspection and prepare a descriptive and photographic report on the pre-construction condition of the area, all house connection branches (HCBs) in the affected lining works any specific property/feature that may be affected, disturbed or damaged by the Contractors work. The inspection shall be carried out in presence of the Superintendent if requested.

It is a requirement of the Contract that the Contractor supplies a recording - in suitable digital format of the pipe prior to lining to allow the Superintendent to review scope of work, usage of lines, HCBs and any other defect identified following the lining process. All recordings shall be suitably labelled to show location of the pipe, upstream manhole number, date and other relevant data.

The Contractor shall report on the pipeline by means of CCTV record, before (once cleaning has occurred) and after rehabilitation work. This is to ensure and demonstrate that the pipes have been prepared before rehabilitation and that the rehabilitation work has been carried out as per the specification and is free of defects.

All works including reports and videos shall comply with the Conduit Inspection Reporting Code of Australia WSA 05-2013, and shall be fully conversant with picture interpretation, defect coding and classification.

A tilt/panning head camera shall be used. Only colour CCTV equipment may be used. The contractor shall be responsible for all costs relating to the recovery of or damage to equipment in the course of the work.

The camera shall be positioned to reduce the risk of picture distortion and the lens shall be positioned to look along the axis of the pipe. The CCTV shall be run opposite to flow direction to ensure full view of any branch/HCB joining at an acute angle. The CCTV survey shall give a clear view of each internal cut-out at junctions and house service connections looking along the axis of the lateral.

The camera and illumination system shall provide a clear, accurate and in-focus record of the pipes internal condition, in colour.

Distance measurement for pipe inspection, in all instances, shall commence from the face of the manhole where the pipe starts.

Steam and fog shall not be a reason for abandonment of survey. The line has to be ventilated in the case of steam/fog in the line or the lens cleaned in the case of steam/fog on the lens. In each case the survey must be re-started at the Contractors expense.

For each manhole to manhole section the film shall be a continuous record with no breaks or jumps in the picture. The conduit inlet and outlet shall be completely visible. At the start of each manhole length, the following additional information shall be electronically generated and displayed:

  o Date of inspection
  o Name/asset number of sewer pipe
Specification

- Start manhole reference number to finish manhole number
- Time of start of inspection
- Type of rehabilitation proposed/carried out

The site coding sheets shall be supplied by the Contractor as an electronic data file (digital hard drive) using the current version of the WinCan software.

All recordings are required to be documented in sequence with the work carried out.

Prints, digitised picture or photographs shall be required to be supplied to the Superintendent of the following internal conditions:

- Condition of pipes after cleaning and prior to rehabilitation.
- Conditions that might affect the proposed rehabilitation. Photographs may be required to demonstrate such cases.
- Cut-outs of Junctions.
- Post rehabilitation.

The photographs shall be clearly marked with manhole start and finish numbers, direction of survey, chainage, conduit dimensions, defects observed, date and time.

All recordings, video prints, photograph, negatives, WinCan report (hard copies and digital media) shall be submitted to the Superintendent at regular two weekly intervals or as requested by the Superintendent. The Principal shall be given full ownership of the physical and intellectual property.

In-Situ Lining

General

All necessary personnel, equipment, generator plant, appliances and materials required to carry out in-situ lining of sewers shall be provided by the Contractor. The Contractor shall provide all labour, plant and materials to maintain the continual serviceability of the sewer to include but not limited to pumping or transportation of sewage around the site of the lining. All costs incurred shall be deemed to be included in the tendered rates for the works.

The Superintendent shall have the power to direct the Contractor to modify or discontinue any method or practice and to prohibit the use of any material or apparatus, which is not approved by the Superintendent.

The dimensions of the conduits are as per the Principals available information only. Actual measurements of the size of the sewers and the length between manholes on site will be the responsibility of the Contractor and the Contractor shall be responsible for verifying dimensions of the conduits as required for the manufacture and installation of liners.

Defective Lines or Lines Under Buildings

Should any section of sewer be found in such a condition that it cannot be lined in accordance with the diameter as tendered by the Contractor, such section will not be required to be treated until such time as the defective portion has been inspected and repairs directed by the Superintendent.

Sewers which are wholly or partly under buildings shall be inspected by both the Contractor and Superintendent and lining shall not be carried out until it is mutually agreed that it is safe to do so. Mutual agreement shall also be reached on any special precautions and/or additional work either party deem necessary.

Should any defects in manholes or other work not comprising part of the treatment of pipelines prevent the lining work from proceeding, the work required to rectify these faults will be executed by the Principal.

The Contractor shall be responsible for any damage caused to manholes or sewers or house connection which could have been avoided with due care and attention.

Cleaning Prior to Treatment
Specification

The Contractor shall clean pipes as required to allow installation of the lining system. Cleaning shall mean the removal and disposal of all foreign matter, including roots, from the pipelines and manholes designated for lining, grouting and other rehabilitation work. The equipment and methods employed shall be appropriate for the Contractor's particular lining or grouting system, or any rehabilitation methods. Patches to sewers are not to be removed without the approval of the Superintendent.

The Contractor, when making selection of the equipment to be used, shall give consideration to the prevailing condition of the lines. The equipment shall be capable of removing dirt, grease, rocks, sand, surface encrustations, timber, roots and other materials and obstructions from the sewer lines, to the downstream manhole. No additional rates shall be payable for lines that require additional cleaning.

All materials washed out of the lines are to be trapped in the downstream manhole and removed. Materials collected from cleaning operations shall be disposed of at approved locations.

Passing material from manhole section to manhole section shall not be permitted, except where equipment access is not available.

The Contractor, when using cleaning equipment or undertaking any of the associated cleaning activities, must take all necessary precautions to ensure that these activities do not:

(i) Damage or flood public property.
(ii) Damage the sewer conduit being cleaned or any associated conduits or structures.
(iii) Cause harm or potential harm to the environment.

Abandonment of Repairs

If, after commencement of the treatment work any breakdown or failure of equipment occurs, the Contractor shall ensure that all lining material is speedily removed from the sewer pipe. The Contractor shall expeditiously remove all equipment from the pipe so that the sewer can function normally and not cause any undue interface with the service.

All costs incurred by the Principal in the additional works required to line the abandoned line shall be a debt liable by the Contractor to the Principal.

Cleaning After Treatment

On completion of the treatment process, sewers shall be cleaned of any waste material and swarf. It may be permissible to allow the discharge of this waste residue to sewer providing that the by-products meet the requirements of the Council's sewer admission standards, and do not cause any operational problems with the reticulation sewers or pumping equipment.

Control and Diversion of Flow

The Contractor shall ensure that the sewerage system remains operable at all times during the work.

If diversion or plugging of flow is required, the method and details shall be provided to the Superintendent. The Contractor shall provide bypass facilities where necessary to prevent overflows on Principal's mains or House Service Lines. All costs incurred are deemed to be included in the rates tendered for the works.

(a) Plugging and Blocking

Where Contractor inserts a sewer line plug into the line upstream of the section being worked, it shall be so designated that:

(i) All or any portion of the sewage can be slowly released, if and when required;
(ii) Provision is made to adequately secure the plug in position and retrieve the plug when required.
(iii) All plugs used to control flow are to be inserted only on the upstream side of a manhole.

(b) Pumping and Bypassing
Specification

When pumping and/or bypassing is used, the Contractor shall supply the pumps, conduits and other equipment, including tankers, if necessary, as well as labour and supervision to divert the flow around the manhole section in which work is to be performed, and for discharge downstream of the work area.

All costs associated with diversion of sewage shall be deemed to be included in the tendered rates

(c) Shutdown of Pump Stations / Flow Control at Pump Stations for Sewer Line Works

Should shutdown of pump stations be required it can only be arranged at certain times of the day, and for very limited periods of time.

Should the Contractor require the shutdown of a pump station, the Contractor shall give the Superintendent’s Representative a minimum of two (2) working days notice that the expected shutdown is required.

The Superintendent’s Representative will determine if this request can be met and shall arrange for the Contractor to liaise with the operators to organise the shutdown.

All Works conducted at night must have the prior written approval of the Superintendent’s Representative prior to any work commencing. When seeking permission for Night Works the Contractor shall provide substantiation for the work being conducted at Night rather than on normal Day Work Rates and methodologies.

(d) Precaution

When flow in the sewer line is unplugged, blocked, pumped and/or bypassed, sufficient precaution must also be taken to ensure that control operations do not cause flooding or damage to public or private properties.

The Contractor must ensure that surcharges or overflows of the sewer as a result of lack of capacity of a main sewer line diversion system do not occur.

If the diversion capacity is exceeded, the Contractor shall either:

   (iv) Cease work on the relining at the earliest time appropriate to the current stage of the work, and reinstate flow in the main line.

   OR

   (v) Continue work by increasing the diversion system capacity to match the higher actual or anticipated flow rate.

The Contractor will be responsible for clean-up and restoration of any area affected by surcharge or overflows associated with these works acceptable to the Superintendent. Any costs associated with this work shall be deemed to be included in the sewer lining rate.

(e) Records

Completed records shall be kept by the Contractor of sewer flow control activities. These records will be forwarded to the Superintendent on a regular weekly basis.

Cleaning up of Site

The Contractor shall make every effort to keep the site in a clean and tidy condition for the duration of the Works. The Contractor will from time to time, and on completion of any area of the works, or where directed by the Superintendent, remove rubbish, surplus materials or any other construction debris from such areas as may be attributable to his work under this Contract and generally leave them in a satisfactory condition, to the approval of the Superintendent.

On completion of the Works, the Contractor shall remove all rubbish, debris, temporary earthworks or surplus materials from the site of the Works. The site shall be left in a neat and tidy condition to the satisfaction of the Superintendent.
Performance Of In-Situ Lining

General

The sewer mains shall be rehabilitated by slip-lining, spiral-lining, cured in place lining, or other suitable lining systems using either M.D.P.E. or PVC based materials, that meet the requirements of this specification, and AS/NZS 2566.1-1998 and its supplement for Buried Flexible Pipelines Part 1 – Structural Design.

The in-situ lining technique shall prevent the ingress of groundwater, tree roots soil and other matter, restore structural integrity to the pipe and improve hydraulic capacity.

The liner shall follow as much as possible the cross-sectional profile of the existing pipe for its structural capacity.

The liner shall not be significantly affected by displaced pipe joints, some loss of pipe walls, and cope with protruding laterals.

The internal surface of the liner shall smooth and continuous from manhole to manhole.

The extent to which the pipe relining/refurbishment system enhances, improves or supplants the structural capacity of sewer pipe-work will be a consideration in the Principal’s selection of the particular pipe relining/refurbishment system to be utilised.

The integrity and performance of the relining system, at installation, shall not be affected by water ingress.

Spiral lining (if used) of each section shall utilise continuous length of profile with no joints permitted.

The finish lining shall be continuous over the total sewer length and shall be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, bubbles, pin holes, cracks and de-lamination. The inner surface shall be free of cracks and crazing and any other defects likely to affect the satisfactory operation of the sewer, nor cause accumulation of non-organic objects.

The Contractor may elect to provide alternative methods of sewer rehabilitation to the methods mentioned above, and in such cases, the contractor must provide all details necessary to enable an evaluation of the alternative(s) with respect to the requirements specified herein.

Materials

The minimum required service life of the installed lining material is fifty (50) years.

The lining system shall be comprised of materials which are chemically and biologically resistant to internal exposure to sewage, sewage related gases and mild concentrations of industrial effluent for the service of the lining. Chemical resistance shall include satisfactory performance in the presence of small quantities of carbon monoxide, carbon dioxide, methane, hydrogen sulphide, traces of mercaptans, gasoline, vegetable oil, kerosene, tap water (pH 5.5 to 9), saturation with moisture, detergent, soap and dilute concentrations of sulphuric, nitric and phosphoric acid.

The lining shall also be resistant to external exposure to soil bacteria and any chemical attack which may be due to residues remaining on the pipe wall or materials in the surrounding ground.

At the request of the Superintendent, the Contractor shall forward technical data confirming the chemical resistance of the lining material.

The lining shall be comprised of materials which will not be subject to excessive shrinkage, thermal contraction, recovery or reversion affecting the shape or dimensions of the lining following installation and during it’s required service life.

The lining material shall have satisfactory abrasion resistance to the migration of silt, sand and debris along the pipe. It shall be sufficiently robust not to be damaged by pipe cleaning equipment which may be required to remove any future blockage following installation of the lining.

If requested by the Superintendent, the Contractor shall submit test data to substantiate the values for material properties nominated by the Contractor.
Design

Generally for the purpose of structural design, it shall be assumed that in the long term there will be no bond existing between the original pipe and the lining.

Short term design checks shall be carried out on the lining material, either in its final or one of its intermediate states to ensure the lining is stable and will not be over-stressed during the installation and/or curing of the particular system.

Short term materials properties may be used to verify the suitability of installation and curing methods.

The liner shall be water tight and there shall be no visible leaks after installation and testing of the liner.

Design Calculations

The Contractor shall supply full details of their design calculations with their tender. These calculations shall verify that the proposed nominal wall thickness of each lining given by the Contractor is greater than or equal to the design thickness. The design must be certified by a Registered Professional Engineer Queensland (RPEQ) or a Member of the Institute of Engineers Australia (MIE Aust).

Review of the Contractors design calculations shall not be construed as acceptance of the calculations by the Principal or the Superintendent. Responsibility of the design shall remain with the Contractor.

If requested by the Superintendent, the Contractor shall also provide a copy of the calculations for short term design checks.

All works on the preparation of the design calculations, including proof checking and review, shall be incorporated in the Contractors Quality Assurance System.

Vertical earth pressures shall comprise the full height of soil above the pipe without reductions for trench effects.

Each lining shall be designed to resist hydrostatic pressure from a water table located at the surface, unless nominated otherwise.

The live load shall comprise traffic surcharge loadings. These loads shall be calculated in accordance with the Australian Standard AS/NZS 2566.1 for the following type of traffic loadings:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Main Road Multiple adjacent lanes of Standard T44 or Standard W7 wheel loads.</td>
</tr>
<tr>
<td>B</td>
<td>Residential Road Single lane of Standard T44 or Standard W7 Wheel Loads</td>
</tr>
<tr>
<td>C</td>
<td>Filed Load 60 per cent of residential road loading</td>
</tr>
</tbody>
</table>

The Design loading on each of the linings shall be the maximum load produced from the combination of hydrostatic, soil loadings and traffic surcharge loadings for the particular lining.

Determination of the maximum load shall include the case where the ground water level is located at crown of the pipe.

The lining shall be designed as a flexible pipe and be capable of supporting all imposed loads in its own right.

The lining shall ignore any contribution from the original pipe and be designed to satisfy the critical performance criteria of:

(i) vertical deflection (<6% of diameter in the long term)

(ii) strength (long term strain < permissible value for the liner material);
Specification

(iii) buckling (use factor of safety of 2.5 for design factor, Fs)

(iv) Intact Design Check

The liner design shall be checked for the “Intact” condition, where the liner is designed to support only the hydrostatic loads imposed from the water table above the existing pipe.

The stiffness of the liner shall be calculated in accordance with the following equation:

\[ q_{all1} \leq \frac{C}{FS} \left( \frac{24}{(1 - \nu^2)} \right) K \cdot S_{DL} \cdot 10^{-3} \]

where

\( q_{all1} \) = hydrostatic load on the liner
\( \gamma_L \left( H_W + \frac{D_e}{2} \right) \)

\( \gamma_L \) = unit weight of water (= 9.8 kN/m\(^3\))

\( H_W \) = height of water table above liner (m)

\( D_e \) = Outside diameter of the liner (m)

\( FS = 2.0 \)

\( C \) = Factor for liner ovality, which shall be taken as 0.84, corresponding to 2% ovality

\( K \) = buckling enhancement factor

\( = 7.0 \)  when the liner is in intimate contact with the existing pipe or the annular gap is grouted

\( = 4.0 \)  when the annular gap exceeds a mean value of 1mm or is un-grouted.

\( \nu \) = Poisson’s Ratio for the lining material
Specification

Installation

The lining shall be designed and fabricated in a manner that, when installed, will neatly fit the internal wall and length of the pipe being lined. Where lining technology requires, suitable allowance shall be provided for longitudinal and circumferential stretching of the lining during installation.

The only exception which satisfies the degree of fit requirements shall be where the Contractor has nominated non-compliance with this clause as an inherent defect of his lining system. In this instance, compliance shall be achieved by meeting the acceptance criteria for lack of fit nominated by the Contractor and negotiated and agreed with the Superintendent.

No activity of the Contractor during preparation of the sewer section and installation of the liner shall adversely affect existing structural integrity of the sewer, unless otherwise agreed to by the Superintendent.

The Contractor shall be responsible for measuring the dimensions of the existing sewer prior to fabrication, to ensure that proper fit is achieved. This shall include measurement of the horizontal and vertical alignment at changes in direction.

All work involved in the measurement, inspection and testing of the lining during manufacture shall be included in the Contractors Quality Assurance System.

The length to be lined shall generally be restricted to a single manhole to manhole length. Any lining installed over more than one manhole to manhole length requires the prior approval of the Superintendent.

The Contractor shall clean the sewers immediately prior to lining. Flow in House Connection Branches (HCB’s) and the Principals sewers should be isolated during the lining operation to ensure that no debris enters which may get trapped between liner and the original pipe.

The Contractor shall make arrangements to ensure that HCB’s are not in use during the lining operation.

The Contractor shall install the lining in a continuous operation. The Contractor is solely responsible for the details of execution and suitability of methods and procedures used to satisfy the peculiar conditions of each segment. The installation procedure shall be executed to prevent both infiltration of, and migration through the annular space between the existing pipe and the lining.

The lining shall be initially cut to length in manholes so monitoring of movements can be carried out.

If, due to a broken or misaligned pipe at the manhole wall the new lining fails to make a tight seal, a seal shall be applied at that point. The seal should comprise of resin, grout or other material which is/are compatible with the lining and the original pipe. The sealing material shall have a service life, which is comparable with the lining material.

A closed circuit television (CCTV) inspection shall be carried out after installation to establish that the lining has been installed in the desired manner and that all live laterals have been reconnected properly. The CCTV inspection shall be carried out as per the relevant specifications.

The Contractor shall allow sufficient time for any movement of the installed lining relative to the host pipe before finishing the cut outs. This shall include movements caused by shrinkage, thermal contraction, stress recovery, mechanical adjustment in material properties during curing, or any other action.

The cutting equipment shall be capable of reinstating the opening into the Principals sewer for sloped and/or square connections. The cutting tool shall leave a smooth, bevelled edge free of any protrusions. The cut out shall be flush with the inside surface of the branch sewer line.

There shall be no discontinuity between the lining material at the cut hole and the branch sewer line. Each required opening shall have initial rough cut on the day of lining and be 100 per cent completed after the lining has reached it’s final dimensions in terms of length and diameter.
Specification

The Contractor shall ensure that each hole cut by this equipment, or otherwise reinstated, will not inhibit flow into the Principals sewer from the junction, cause any constrictions or be such that it will catch solid material and cause a chokage.

The technique for sealing of lateral connections (e.g. service line/ house connections) shall:

- seal the gap between the sewer liner and the host pipe, and any cracks in the junction from the main up to 100mm past the first joint in the house service line;
- prevent the ingress of groundwater, soil and other matter;
- restore structural integrity and hydraulic capacity to the service line connection;
- be free of cracks, protrusions or defects that may inhibit flow into the lined sewer, or cause accumulation of debris;
- use materials, which are chemically and biologically resistant to internal exposure to sewage, sewage related gases and mild concentrations of industrial effluent for the service life of the sealant/ lining. Chemical resistance shall include satisfactory performance in the presence of small quantities of carbon monoxide, carbon dioxide, methane, vegetable oil, kerosene; tap water (pH 5.5 to 9), saturation with moisture, detergent, soap, and dilute concentrations of sulphuric, nitric and phosphoric acid;
- be resistant to external exposure to soil bacteria and any chemical attack, which may be due to residues remaining on the pipe wall or materials in the surrounding ground;
- have satisfactory abrasion resistance to the migration of silt, sand and debris through the connection; and
- be sufficiently robust not to be damaged by pipe cleaning equipment, which may be required to remove any future blockage following installation;

Short form liner techniques shall provide sufficient bond between the sewer liner and the short form liner to ensure no separation during the service life of the liners under reasonably expected service and maintenance conditions.

Chemical resistance and bond tests are to be provided with the tender to demonstrate the suitability of the technique for the particular sewer environment.

Techniques using proprietary products shall be installed in accordance with the published recommendations of the manufacturer relevant to the use specified in the Contract Documents.

The Tenderer shall provide all information with their tender to enable a full assessment of the proposed methodology for sealing the house service line. Failure to provide this information at the time of tender may make the tender non-conforming.

Where a ‘dead’ junction is inadvertently cut out, the Contractor shall seal the junction, as if live, and then fill out the opening with cement or other grout of a type and in a manner approved by Superintendent. There shall be no costs to the Superintendent in this instance.

Manufacture

The manufacture of the lining shall be carried out in accordance with a specification purpose written for the particular system. This specification shall detail all labour, materials and equipment required to combine the various constituents to produce the lining ready for delivery to site.

The purpose written specification shall also include testing and inspection work carried out to verify the dimensions and quality of the manufactured lining. A copy of this specification shall be provided by the Contractor upon request by the Superintendent.

Defects

The finished lining shall be free of all defects that affect hydraulic performance or structural adequacy.
This shall include defects arising from substandard materials, faulty or inaccurate manufacture, inadequate pipe preparation, faulty installation or workmanship, or inadequate curing. The only exception is inherent defects, defined as 'a defect which commonly occurs with the lining system where it is either neither possible nor commercially practicable to take action for their elimination because of the inherent nature of the system' which shall satisfy the requirements of this clause.

For the Contractors lining system, inherent defects shall be those nominated by the Contractor at the time of tender. The acceptance limit for each defect shall be those negotiated and/or agreed with the Superintendent.

If during the execution of the contract it becomes apparent that there are further inherent defects which have not been nominated by the Contractor, then, provided the Contractor can substantiate such defects satisfy the definition of 'inherent defects', these may be accepted as such by the Superintendent. In these instances the Superintendent may nominate the acceptance limit for the defects in terms of its frequency and dimensions and this shall be binding on the Contractor.

Defects that are considered unacceptable in all liners include, but are not to be limited to the following:

- under strength finished lining materials
- foreign inclusions
- irregularity in lining caused by inadequate pipe preparation or poor installation
- leakage through the lining
- inadequate material curing
- inadequate resin impregnation
- excessive resin loss during installation
- dry spots, bubbles, cracks or delaminations
- pinholes
- leakage through welded, glued or mechanical locked joints
- poor quality cut outs
- any other defect not nominated as inherent to the lining system.

The following will be considered as unacceptable defects if they exceed the limits given in brackets below:

- inadequate lining thickness (finished thickness < 90% of nominal lining thickness)
- excessive variation in thickness around the circumferential variation in dimensions after completion of the cut-outs at manholes or cut-outs (variation < 1mm in every 2m or 0.05% measured 14 days after installation).

Defects which may be nominated as inherent for the proposed lining system may include, although not necessarily be limited to the following:

- incomplete grouting of annular gap
- bulges
- longitudinal or circumferential wrinkling
- excessive reduction in cross sectional area
- longitudinal or circumferential shrinkage
Testing

The Contractor shall undertake any testing it requires to meet its Quality Plan and provide a copy of these results to the Superintendent. Costs for these tests shall be borne totally by the Contractor and deemed to be included in the schedule rate.

Testing for Ovality

After the completion of cut-outs, the Contractor shall, if requested by the superintendents pull a prover through the completed lining to confirm a neat fit has been obtained. The prover shall have an outside diameter equal to the internal diameter of the pipe less twice the wall thickness of the lining and a clearance allowance of 4mm. Diameters shall be in accordance with the tendered diameters for the project.

The prover shall have a smooth outer surface which will not damage the lining, be of sufficient length to span junctions, and have a hollow central bore to allow flow to continue in the event the prover becomes jammed.

Where necessary the Contractor shall clean solids from the lined pipe prior to running the prover.

Any lining length where the prover to the dimension as tendered cannot be pulled through from manhole to manhole shall be considered defective.

Air Testing of Liners

Completed sections of lined sewer shall be free of any leakage from the pipe into the surrounding ground and free of infiltration from the ground into the pipe.

Upon completion of the relining operation and prior to the cutting out and reestablishment of property connections lines, 10% of the rehabilitated sewer may randomly be chosen by the Superintendent to be air tested as follows:

- Plug the test section at all openings
- Couple the test equipment to the section under test.
- Raise the air pressure and stabilise it at 30 kPa for three minutes.
- Measure the pressure resulting after increments of 1 minute up to the times listed below for the corresponding pipe size.

A test will be accepted if the measured pressure after the following times is not less than 25 kPa:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>150 and 225 mm</td>
<td>3 minutes</td>
</tr>
<tr>
<td>300 mm</td>
<td>6 minutes</td>
</tr>
<tr>
<td>375 mm</td>
<td>6 minutes</td>
</tr>
<tr>
<td>450 and 525 mm</td>
<td>10 minutes</td>
</tr>
<tr>
<td>600 mm</td>
<td>12 minutes</td>
</tr>
<tr>
<td>over 600 mm</td>
<td>12 minutes</td>
</tr>
</tbody>
</table>

All pressure testing shall only be undertaken in the presence of the Superintendent or his representative.

Where the lining fails the pressure test, the Contractor shall, at no cost to the Principal, undertake whatever measures are necessary to rectify the cause of the failure and a further air test will be required. Repeated failure may result in the requirement for all relined sections to be air tested.
Specification

The cost of all pressure testing, including any necessary retesting, shall be generally included in the Lump Sum.

Inspections and Testing

The Contractor shall give sufficient notice to the Superintendent to enable any materials or workmanship to be examined prior to incorporation into the finalised works.

The Contractor shall also give sufficient notice to the Superintendent to enable sighting of any test results required by the Contract or ordering of any tests prior to incorporation of materials or workmanship into the finalised works.

The Contractor shall submit test certificates for items manufactured by sub contractors and suppliers immediately upon their receipt by the Contractor.

Test Records

Results of all tests shall be entered into a Record Book (“Book”) and initialled as correct by the Contractor or his representative present when the tests were made. This book shall be kept at the works and be open to inspection by the Superintendent or his nominated representative. A copy of all tests results will be provided to the Superintendent prior to Practical Completion.

Hold Points, Dead Ends Back Drops Benching

Dead Ends

Digging up dead ends is only to be undertaken with prior approval from the Superintendent’s Representative. This is a contract Hold Point.

The Contractor must contact the Superintendent's Representative to visit site and confirm the action to be taken.

All materials used for this work shall conform to the requirements of the FNQROC Development Manual including the WSAA Sewerage Code of Australia WSA 05-2015.

Back Drops

During the course of accessing the sewer lines to undertake the relining works the Contractor may need to remove/replace the back drop within a manhole. This is a contract Hold Point.

The Contractor must contact the Superintendent's Representative to visit site and approve and supervise the removal of the back dropper.

Benching

During the course of accessing the sewer lines to undertake the relining works the Contractor may need to remove/reinstate the benching within a manhole. This is a contract Hold Point.

The Contractor must contact the Superintendent's Representative to visit site and approve and supervise the removal of the benching.

Acceptance Criteria, Payment & Practical Completion

Acceptance of the sewer rehabilitation works will require completion of the following criteria: -

In the case of sewer lining works:

- The lining must satisfy the specified design requirements;
- Inspection of all immediate post-rehabilitation CCTV inspection, recordings and digital media and approval of works by the Superintendent for verification;
- Successful completion of all visual testing, ovality and pressure testing, with original signed test sheets and records of the tests performed to be submitted to the Superintendent for verification;
Specification

- Linings are free from defects;
- Flow from house connections into the sewer is not inhibited by the rehabilitation method;
- The finish of the reinstated house connection branch will not be such that it will catch solid material and cause choking of the junction; and
- Provision of final CCTV survey on portable hard drive.

Payment will be based on actual per unit measure shown in the Schedule of Rates.

The rate shall include all necessary proving, equipment set-up, in-situ lining works, clean-up, removal of items and restoration of private property.

Practical completion will only be awarded at the completion of all works under the Contract in accordance with the above criteria.

Practical Completion will not be granted progressively on parts of the Works.

Completion

Defects Liability

The Contractor shall be responsible for all defects arising out of the Contract for a period of twelve (12) months from the Date of Practical for the whole of the contract works.

The Contractor is required to provide prompt service during the Defects Liability Period to remedy any and all problems identified.

Urgent works as decided by the Superintendent are to be attended to immediately. Failure to comply will result in the Principal attending to the works and recovering all costs from the Contractor from monies due and payable to the Contractor.

Final Certificate

Just prior to the end of the Defects Liability Period the Principal may randomly select and conduct a CCTV inspection of a sample of not less than 10% of lined sewers to confirm that the structural integrity and effective seal of the lining is being maintained in service. The Principal will conduct the inspection at its costs to the extent only that the inspection reveals no defective lining or associated work in a section of sewer, where a "section" is defined as the length of sewer occurring between adjacent manholes.

Where defects in a section of lining, or defective sections of lining are identified, the Contractor shall make good the defect or defective lining at its cost under Specification Clause- Defects Liability. Further, the cost of conducting the CCTV inspection for that section of relined sewer shall be recovered from the Contractor by the Principal from monies due and payable to the Contractor, together with the costs associated with further CCTV inspections required to be done to confirm the rectification of defective lining and/or associated work.

The issue of the Final Certificate by the Superintendent will be dependent on the Superintendent’s acceptance of inspected work, or where applicable defective work which has been identified, rectified and re-inspected.
Cassowary Coast Regional Council

Sewer Rehabilitation 2018-2019

Attachments

Attachments
Attachment A 80
  Schedule Of Sewer Mains For Rehabilitation 80
Attachment B 83
  Sewer Main Rehabilitation Plans 83
## Attachment A

### Schedule Of Sewer Mains For Rehabilitation

<table>
<thead>
<tr>
<th>Sewer No</th>
<th>MH No: U/S</th>
<th>MH No: D/S</th>
<th>Size NB</th>
<th>Mat'l Type</th>
<th>Length (m)</th>
<th>Depth US</th>
<th>Depth DS</th>
<th>Con No</th>
<th>Map No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SG105-04</td>
<td>SM105-04</td>
<td>150</td>
<td>VC</td>
<td>21.3</td>
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<tr>
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<td>SM107-04</td>
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<td>RCP</td>
<td>35.3</td>
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<td>SM108-04</td>
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<td>VC</td>
<td>46.6</td>
<td>B</td>
<td>B</td>
<td>2</td>
<td>Inn3</td>
</tr>
<tr>
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<td>SG004-15</td>
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<td>RC</td>
<td>66.6</td>
<td>B</td>
<td>B</td>
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</tr>
<tr>
<td>7</td>
<td>SG005-15</td>
<td>SM005-15</td>
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Attachments

Attachment B

Sewer Main Rehabilitation Plans
Innisfail Map 1
Innisfail Map 2
Innisfail Map 4