

QUOTATION DOCUMENTATION & SPECIFICATION

Q34/22

SYNTHETIC CRICKET PITCH ERNIE KNIGHT OVAL Warren Rd, Gilgandra NSW 2827

Quotations close at 11:00am Friday, 9 September 2022

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1. BACKGROUND INFORMATION

Ernie Knight Oval, located on Warren Rd, is one of two main ovals located in Gilgandra. Originally named Railway Oval, the oval was renamed "Ernie Knight Oval" in November 1995 in the memory of Ernie Knight, who spent many hours ensuring the oval and its surrounds were well presented.

2. PROJECT DETAILS

Council is seeking quotations from suitably experienced contractors to complete the proposed synthetic cricket pitch works as detailed within this Quotation Document.

The quotations are to include all work associated with the refurbishment of the cricket pitch and other works, as detailed, to ensure a quality product with a continued life span.

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



Figure 1 Site Location



Figure 2 Ernie Knight Oval



Figure 3 Existing Cricket Pitch

3. CONDITIONS OF QUOTATION

These conditions of quotation will form part of the Contract.

Definitions:

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

"Approved" means approved by Council.

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

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

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

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

3.1 Nature of Quotation

A Lump Sum Quotation, exclusive of GST, <u>NOT</u> subject to "Rise and Fall" is required for the carrying out of the works described in the Specifications and shown on the drawings.

The Contract is for Rectification and Upgrade Works to the Ernie Knight Oval Cricket Pitch located at Warren Rd, Gilgandra and includes:

- Excavation/Earthworks
- Compacted DGB Base/Pad
- Concrete Slab
- Artificial Turf/Playing Surface

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

3.2 Sufficiency of Quotation

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

3.3 Quotation Validity Period

The Quotation shall remain fixed, valid and open for acceptance by Council for a period of 90 days from the Quotation closing date.

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

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

3.4 Submission of Quotations

Quotations (excluding GST) must be completed on the Quotation Form supplied and submitted prior to the closing time of **11am on Friday**, **9 September 2022**. Late quotations will not be accepted.

3.5 Selection Criteria

Quotations will be assessed according to the following criteria:

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

All works, as detailed in this document, are required to be completed by **12 October 2022**.

Gilgandra Shire Council has a local purchasing policy.

3.6 Acceptance of Quotation

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

3.7 Referees

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

3.8 Contract (Agreement and Conditions)

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

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

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

3.9 Completion, Default and Liquidated Damages

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

3.10 Defects Liability and Retention

The Defects Liability period on this Contract shall be twenty-six (26) weeks after the date of Practical Completion. Retention money for this project will be as follows:

- 5% up to date of Practical Completion
- 2 1/2% thereafter until final payment

3.11 Contract Administration

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

3.12 Contact Information

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

Mr Jason Brook Project Coordinator Gilgandra Shire Council PO Box 23 Gilgandra NSW 2827

E-mail: jbrook@gilgandra.nsw.gov.au

Phone: (02) 6817 8800

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

3.13 Progress Claims Assessments

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

3.14 Work Health and Safety

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

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

Interested contractors shall include in their quotation submission an example of a SSSMP previously compiled for a similar type project to demonstrate their capacity and commitment to Health & Safety Requirements. All Contractors will be obligated to abide by Council's WH&S policies including UV policy, drug and alcohol and personal protective equipment (copies can be obtained at Council's office) and to observe directions on health and safety from designated officers of the organisation.

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

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

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

3.15 Alcohol and Other Drugs

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

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

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

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

3.16 Construction Work Code of Practice – August 2019

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

A copy of the Construction Work Code of Practice – August 2019, and any other relevant

Codes of Practice can be obtained through the Safework NSW website: www.safework.nsw.gov.au

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

3.17 Probity

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

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

3.18 Insurances

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

- Public Liability Insurance policy of a minimum \$20,000,000
- Workers' Compensation Insurance (certificate of currency) or, for a sole trader or operative partner of partnership, evidence of a Personal Accident Insurance (provide certificate of currency, Product Disclosure Statement).
- All relevant plant and equipment to be used at the site

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

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

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

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

3.19 Site Security

The successful Contractor will be required to install a 1.8m high security fence around the proposed development to provide for public safety and site security during construction. The Contractor can utilise the site for the purpose of stockpiling materials and location of site offices and amenities.

4. PRELIMINARIES

4.1 Scope of Work

These specifications cover work necessary for:

Project: Synthetic Cricket Pitch, Ernie Knight Oval

Address: Warren Rd, Gilgandra Client: Gilgandra Shire Council

This Specification shall be taken as being generally applicable to the design as indicated in this document prepared by Gilgandra Shire Council.

If discrepancy in the specification occurs, the Contractor shall be deemed to cover the alternative that involves the greater cost.

4.2 Contractor's Responsibility

- 4.2.1 Comply with all building regulations, give all notices necessary to the local authorities, provide any temporary services, workers' amenities and supply all materials, scaffolding, tools and plant required to excavate the works.
- 4.2.2 cover the proposed works with:
 - a) Contractors All Risk Insurance
 - b) Workers' Compensation and Public Risk Insurance indemnifying the Owner and Contractor against any claim at Common Law
- 4.2.3 produce the policies listed in 4.3.2 before the first progress claim
- 4.2.4 make good all roads, pavements and adjoining property
- 4.2.5 allow the Principal access to the works at all times
- 4.2.6 adequately oversee every aspect of the building works
- 4.2.7 be responsible for providing proper and adequate security for the works until completion of project, plus amenities for workers on-site
- 4.2.8 not to proceed with variations without written approval
- 4.2.9 Keep accurate records of time delays due to weather, etc.
- 4.2.10 Be solely responsible for the execution and completion of the Contract including sub-contracted work, which they shall coordinate so that the works proceed without delay. The Contractor shall ensure that in addition to items of work specifically mentioned in the relevant sections, each trade shall assist, leave holes for, cut away for, do chasing and drilling for, make good after, and arrange work sequence with every other in such a manner as to promote the best interests of the work as a whole.
- 4.2.11 The Contractor shall verify measurements and levels on the site before ordering materials, commencing site work or any fabrication work.

4.3 Standards

Materials: Unless otherwise specified materials shall be new and

of the best quality.

Workmanship: Shall be up to first class standards and to the

satisfaction of the Principal.

Standards: Current Australian Standards, codes of practices and

approved construction practices shall be strictly

adhered to.

4.4 Specification

The Contractor shall provide everything necessary for the proper execution of the works, to the true intent and meaning of the specification. Any item not mentioned or shown but obviously necessary for the completion of the work generalised in this specification shall be executed by the Contractor without extra to the contracted sum.

4.5 Provisions

The Contractor shall take delivery of items, allow for cartage to the site, fixing and profit on all items and shall be responsible for any damage or loss up to the time of handing over the completed works.

Where any item included in this schedule is to be supplied by the Council (The Principal), it shall be marked "Council", and shall be fixed by the Contractor, unless otherwise stated.

4.6 Completion

The works and site shall be completed in every trade:

- All surplus building materials and rubbish removed from the site.
- The Contractor is to rectify any defects and faulty works, to Councils satisfaction, prior to handover.

4.7 Inspections and Hold Points

Inspections will be carried out by Gilgandra Shire Council during the course of this project. Some of these inspections are required, by legislation, to be carried out by the Water Authority (Gilgandra Shire Council), as follows:

Inspections/Hold Points

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

- 1. Excavated site, prior to filling with DGB
- 2. Prior to covering any structural steel
- 3. Final inspection upon completion

The Contractor shall give a minimum of 48 hours' notice to Council when each component of the job that requires inspection is ready.

4.8 Protection of Site

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

4.9 Building Code of Australia

The National Construction Code is published in three volumes. The Building Code of Australia is Volume One and Volume Two of the NCC.

Any reference to the **NCC or BCA** within this specification or the working drawings, refers to the current version of either Volumes One or Two of the National Construction Code.

5. EXCAVATION & HARDCORE BASE

5.1 Scope of Work

The work required under this section includes all Excavation work associated with the construction of the synthetic cricket pitch.

All work is to comply with:

- AS 2870-2011;
- And the Model Code of Practice: Excavation Work.

5.2 Inspections

Prior to excavation works commencing on site, an inspection of the site shall be conducted jointly by the Contractor and the Principal, considering the following issues:

- Services before disconnection or diversion.
- Contents of building
- Identification of hazardous materials

After commencement of excavation works on site, an inspection of the site shall be conducted jointly by the Contractor and the Principal, considering the following issues:

Services after reconnection or diversion.

5.3 Existing services Identification/ Dial Before You Dig

Before commencing excavation works, the Contractor shall take all necessary steps to identify any existing water, irrigation, optic fibre and electrical services, including conducting "Dial before you dig" service detection and liaison with Council staff.

Each service, as identified, will be disconnected by the Contractor at the appropriate time and re-routed, if required. Work will be carried out in accordance with the regulations of each authority involved.

5.4 Excavations

The contractor shall:

- Make allowances for disconnection, diverting and/or sealing off any existing services, particularly water and electricity
- Complete excavation work as required and retain excavated materials for backfilling purposes (to be carried out separately by council).
- Remove all loose materials from excavation
- Make good to the surrounding areas of damaged turf; and
- Leave the site in an entirely clean condition

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

Excavation for the hard-core Base/pad will be to the following: 2.5m (W) x 26.1m (L) x 0.225m (D) as shown in the following drawings (Figures 4, 5, 6):

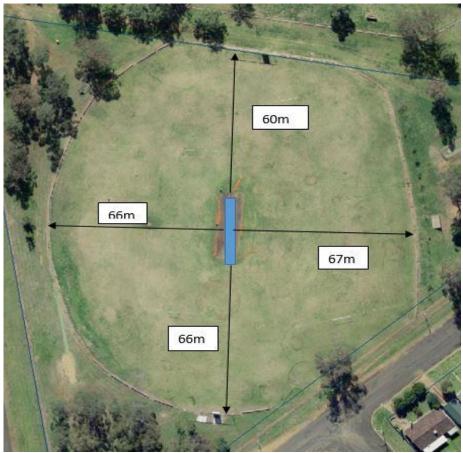


Figure 4 Cricket Pitch Positioning

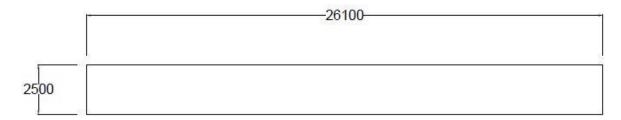


Figure 5 Width and Length of Excavation

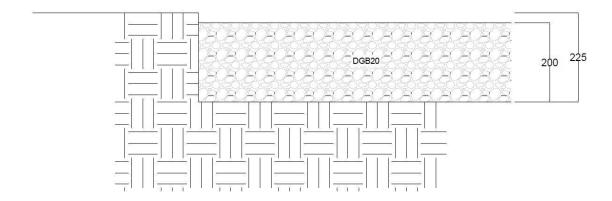


Figure 6 Depth of Excavation and Compacted DGB20 (Section)

5.5 Hard-core Base

Supply, lay and compact a hard-core base layer of DGB20 or similar approved.

Hard-core base:

- To be a thickness of 200mm (as shown above)
- Compacted in 100mm layers
- To a standard compaction of 98%.

5.6 Security

The Contractor shall man the existing standard of building security during the excavation works. This shall be extended to apply to the construction stage also.

5.7 Making Good

Any portion of the existing grounds damaged or affected by excavation work shall be made good by the Contractor.

5.8 Hazardous Materials

If any concealed hazardous materials discovered during excavation, it shall be identified to the Council and a variation order shall be issued for its removal.

5.9 Waste Materials

All relevant waste materials shall be removed from site and disposed of at a licenced waste facility at the cost of the Contractor.

6. CONCRETE WORKS

6.1 Scope of Work

The work required under this section includes the formwork, steel reinforcement, placement and finishing of a concrete slab.

All work to comply with:

- AS 3610-2019 "Formwork for Concrete Specifications"
- AS 4671–2019 "Steel for the Reinforcement of Concrete"
- AS 2870–2011 "Residential slabs and footings Construction"
- AS 3600-2018 "Concrete Structures".
- AS 1012 "Methods of Testing Concrete"
- AS 1379 "Ready Mixed Concrete"

6.2 Damp-Proof Membrane

Supply and install a damp-proof membrane to the underside of slab:

Damp-proof membrane must be;

- 0.2mm nominal thickness polyethylene film
- High impact resistant with resistance to puncturing and moisture penetration
- Be branded continuously "AS 2870 Concrete Underlay, 0.2mm High Impact Resistance" together with the manufacturer's or distributor's name, trade mark or code.

6.3 Steel Reinforcement

Supply and install one (1) layer of SL82 mesh to continuous strip footing (concrete plinth) which must comply with AS2870 - 2011, ensuring a minimum top cover of 30mm using 75 x 90 chairs and 50mm to edges. (Refer to Figure 7)

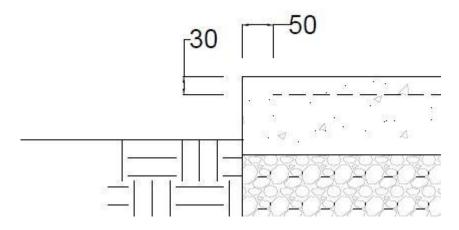


Figure 7 Reinforcement to Slab Section

6.4 Concrete

All concrete shall be **'ready mixed'**, supplied to the site with 80mm slump and 25mpa strength for the slab on ground and be placed in accordance with AS 3600 - 2018. Formwork to AS 3610-2019.

Concrete shall be:

- Not poured in temperatures greater than 38 degrees, or less than 5 degrees.
- Compacted using a high frequency vibrator
- Cured a minimum of 7days

Concrete slab poured to be/have:

- 2.4m (W) x 26m (L). Refer Figure 8 below.
- 125mm thick. Refer Figure 9 below.
- Saw joints every 5.2m to a depth of 20mm ensuring mesh is not cut.
 Fill joint with an approved sealant. Refer figure 9 below.
- A cross fall of 1:50 (20mm over 1m). Refer Figure 8 below.
- 70mm (W) x 280mm (L) void to accommodate stumps. Refer Figure 10 below.

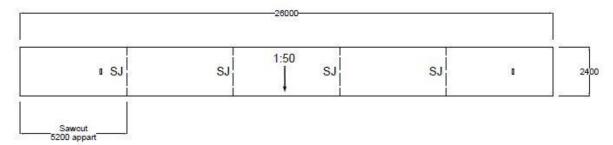


Figure 8 Slab Plan

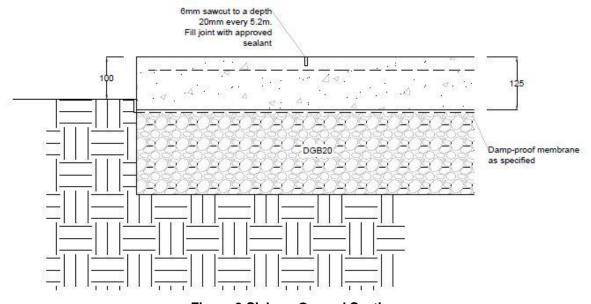


Figure 9 Slab on Ground Section

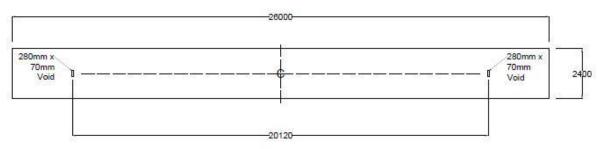


Figure 10 Layout for Stump Voids

7. SYNTHETIC TURF

7.1 Scope of Work

The work under this section includes the supply and installation of the synthetic turf to the concrete slab, as well as the contrasting markings (contrasting inset turf) at each end for the bowling, popping and return creases.

7.2 Wicket Design

Wicket to comply with Cricket Australia's pitches and playing field design's. Refer to "Guidance Note 01 & 05 – Community Cricket Facility guidelines".

7.3 Orientation

Pitch to be installed in a due North to South position in accordance with Figure 4.

7.4 Pitch Dimensions

Pitch shall have a size of 2.4m (W) and 26m (L). This is to provide an adequate width for junior development and also encourages the art of spin bowling with players able to pitch the ball wide and spin it into or away from the batter.

7.5 Crease Lines

Crease lines to be marked and cut in for seniors pitches (Figure 11). Lines will be cut in with a contrasting white synthetic turf (Figure 12).

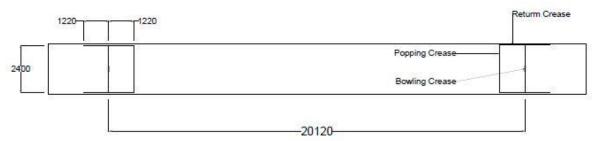


Figure 11 Layout Plan for Crease Lines

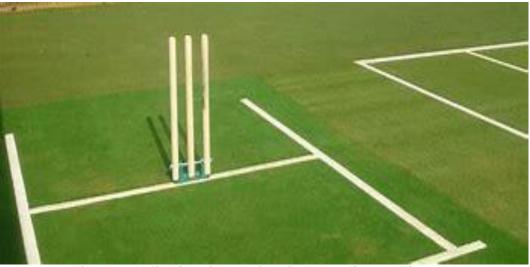


Figure 12 Indicative picture of set in crease line markings

7.6 Synthetic Grass

Supply and install a quality synthetic turf equivalent to Titan Turf. To be installed to manufacturers specifications.

Synthetic grass to have a pile of 9mm – 11mm in length. The colour for the pitch shall be green and white for crease lines. Provide samples to principal for approval prior to installation.

GILGANDRA SHIRE COUNCIL

STATEMENT OF BUSINESS ETHICS

GENERAL PRINCIPLES

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

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

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

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

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

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

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

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

Gilgandra Shire Council expects staff and Councillors to:

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

Council expects contractors, suppliers and consultants to:

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

HOW IT WORKS

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

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

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

CODE OF CONDUCT

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