

RFT#ASA PRN 715-09



AIRSERVICES AUSTRALIA

## REQUEST FOR TENDER

*National Towers Program - New Towers Project  
Construction of Melbourne New Tower and/or Adelaide New Tower*

**Issue date: 7<sup>th</sup> August 2009**

**Closing Date: 2:00pm, 15<sup>th</sup> October 2009**

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Released by Airservices Australia pursuant to the Freedom of Information Act 1982

# PART 1 - CONDITIONS OF TENDER

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## 1 Interpretation

### 1.1 Definitions

The following terms have the following meanings in this Part of the *RFT*:

**Airservices Australia Contact Officer** means the person specified in Annexure A to these *Conditions of Tender*.

**Airservices Australia Representative** means an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or sub-contractor of Airservices Australia.

**AusTender** is an electronic procurement gateway administered by the Commonwealth as represented by the Department of Finance and Deregulation.

**Clarification Request** has the meaning given in clause 4.1.

**Closing Time** means the time specified in Annexure A to these *Conditions of Tender*.

**Conditions of Contract** means the draft contract terms and conditions set out in Part 2 of this *RFT* that Airservices Australia proposes to use for supply of the *Requirement*.

**Conditions of Tender** means this Part 1 of this *RFT*.

**Minimum Validity Period** means the minimum period from the *Closing Time* specified in Annexure A to these *Conditions of Tender* that a *Tenderer's Response* is required to be open for acceptance by Airservices Australia.

**Nominated Number of Copies** means, for the purposes of clause 15.8., the number of copies specified in Annexure A to these *Conditions of Tender*.

**Representative** means an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or sub-contractor of the *Tenderer*.

**Requirement or Statement of Requirement** means the requirement set out in Part 3 of this *RFT*.

**Response** means all documents and material (in whatever form) lodged by a *Tenderer* in response to this *RFT*, including any alternative proposal.

**RFT** or request for tender means this document and all its Parts, attachments, annexures and incorporated documents.

**RFT Confidential Information** has the meaning given in clause 6.3.

**Tender Response Schedules** means the schedules set out as Part 4 of this *RFT* to be completed and included in Responses in accordance with these *Conditions of Tender*.

**Tenderer** means any party that participates in the tender process for this *RFT* whether or not they submit a *Response*.

**Tenderer Confidential Information** has the meaning given in clause 7.2.

**Statement of Compliance** means the statement of compliance set out in the *Tender Response Schedules*.

## **1.2 Inconsistent terms**

If there is any inconsistency between any provisions of this *RFT* the provision of the higher ranked part listed below (shown in descending order) will prevail to the extent of the inconsistency:

- (a) Part 1 - *Conditions of Tender*;
- (b) Part 3 - *Statement of Requirement*;
- (c) Part 4 - *Tender Response Schedules*; and
- (d) Part 2 - *Conditions of Contract*.

## **1.3 Headings**

Headings are used for information purposes only. If there is any inconsistency between a heading and the related text, the text prevails to the extent of the inconsistency.

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# **2 Introduction**

## **2.1 Overview**

Airservices Australia is seeking tender responses for the *Requirement*. Airservices Australia intends to use this *RFT* to identify organisations that are interested in and capable of supplying the *Requirement*.

## **2.2 Structure of RFT**

This *RFT* consists of the following parts:

- (a) Part 1 – *Conditions of Tender*;
- (b) Part 2 – *Conditions of Contract*;
- (c) Part 3 – *Statement of Requirement*; and
- (d) Part 4 – *Tender Response Schedules*.

## **2.3 Nature of RFT**

This *RFT* is not an offer. It is an invitation to submit an offer to supply the *Requirement*.

## **2.4 Acceptance of Conditions of Tender**

Participation in the tender process for this *RFT* is subject to these *Conditions of Tender*. *Tenderers* are deemed to accept these *Conditions of Tender*.

## **2.5 Tender process**

Continuation of the tender process is at Airservices Australia's discretion at all times.

## **2.6 Creation of contract**

No:

- (a) contractual obligations, express or implied, of any kind in relation to this *RFT*, the tender process or the *Requirement* arise from:
  - (i) the issue of this *RFT*;

- (ii) anything in this *RFT*;
  - (iii) participation in the tender process; or
  - (iv) the lodgement of any *Response*,
- to bind Airservices Australia except for the information restrictions on Airservices Australia in clause 7; and
- (b) contract, arrangement or understanding will be created in connection with the supply of the *Requirement* unless and until a formal written contract is executed between Airservices Australia and a *Tenderer*.

## 2.7 Airservices Australia's reliance

Airservices Australia may, without any further communication with a *Tenderer*, rely on all conduct and representations of any kind (whether solicited or not) by a *Tenderer* in connection with this *RFT*.

## 2.8 Timetable

An indicative timetable for the conduct of the tender process for this *RFT* is described below. Airservices Australia may amend this timetable at any time as described in clause 5.2.

Table 1

Event/activity	Proposed date
Issue of <i>RFT</i> : Melbourne design for pricing, Adelaide part design for information	7th August 2009
Site inspection and Industry Briefing Session (Melbourne site)	Time: 2.00 pm ,Friday 21 <sup>st</sup> August 2009
Issue Adelaide drawings for pricing	7th September 2009
Site inspection and Industry Briefing Session (Adelaide site)	Time: 11.00 am, Tuesday 8th September 2009
<i>Closing Time</i> for both <i>Responses</i>	2:00pm, 15 <sup>th</sup> October 2009
Appointment of the contractor	January 2010
Commencement of supply of the <i>Requirement</i>	February 2010

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## 3 Austender

### 3.1 Registration

AusTender is the online tendering system for Australian Government Agencies. AusTender allows *Tenderers* to download tender documentation. *Tenderers* must first register with AusTender at <https://www.tenders.gov.au>.

**Note: E-mail the Contact Officer as specified in Annexure A for a CD of the Specifications, Drawings and Other Documents listed in Part 3 Statement of Requirements Section 3.6 and 3.7.**

### 3.2 Use of Austender

Access to and use of AusTender is subject to terms and conditions. *Tenderers* must agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender.

### 3.3 Tenderer's responsibilities

- (a) It is the responsibility of *Tenderers* to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither Airservices Australia nor the Commonwealth take any responsibility for any problems arising from *Tenderers*' infrastructure, internet connectivity or any failure to download.
- (b) *Tenderers* must inform themselves concerning all security measures and other aspects of the AusTender technical environment. *Tenderers* must make their own assessment of the AusTender system prior to using it for any matter related to this *RFT* and no responsibility will be accepted by Airservices Australia arising in respect of any use or attempted use by any party of AusTender.

### 3.4 Commonwealth has no liability

*Tenderers* acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.

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## 4 Clarification Request protocol

### 4.1 Further information and enquiries

Any questions arising during the preparation of a *Response* or requests for clarification ("**Clarification Request**") or further information from Airservices Australia must be made in writing to the designated email address for this *RFT* specified in Annexure A to these *Conditions of Tender*.

### 4.2 Airservices Australia Contact Officer only

Only responses provided by the *Airservices Australia Contact Officer* to *Clarification Requests* form part of this *RFT*.

### 4.3 Effect of unauthorised contact

Airservices Australia may disqualify a *Tenderer* for any unauthorised contact by that *Tenderer* in connection with this *RFT* with any *Airservices Australia Representative* other than the *Airservices Australia Contact Officer*.

#### **4.4 Clarification Request period may be restricted**

Airservices Australia may restrict the period in which it will accept *Clarification Requests*.

#### **4.5 Nominated contact person**

All *Clarification Requests* must include contact details for the person nominated by the *Tenderer* to liaise with the *Airservices Australia Contact Officer* in connection with this *RFT*.

#### **4.6 Responses to Clarification Requests may be disclosed to all Tenderers**

Airservices Australia may provide the answer to any *Clarification Requests* from a *Tenderer* to all other *Tenderers* without disclosing the source of the *Clarification Request*.

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## **5 Changes to the RFT or tender process**

### **5.1 Scope of changes**

Without limiting clause 4, Airservices Australia may at any time:

- (a) amend this *RFT* in any way including any aspect of the tender process; and
- (b) terminate the tender process for any reason.

### **5.2 Notice via AusTender**

- (a) Airservices Australia will give notice of any amendment to this *RFT*, any changes to the tender process and any termination of the tender process on its website at [www.airservicesaustralia.com](http://www.airservicesaustralia.com) which will direct *Tenderers* to the AusTender website at <https://www.tenders.gov.au>. Airservices Australia is not required to provide any reasons.
- (b) *Tenderers* who have registered and downloaded the *RFT* documentation will be notified by AusTender via email of any addenda issuance. It is in the interest of *Tenderers* to ensure they have correctly recorded their contact details prior to downloading the *RFT* documentation. If *Tenderers* have not recorded their details correctly, they should amend their details and download the *RFT* documentation again.
- (c) *Tenderers* are required to log in to AusTender and collect addenda as notified.
- (d) Neither Airservices Australia nor the Commonwealth will accept responsibility if a *Tenderer* fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this *RFT*.
- (e) If a *Tenderer* has obtained *RFT* documentation other than from AusTender, they must visit AusTender, register as a user and download the *RFT* documentation for this *RFT*.

### 5.3 AusTender Help Desk

All queries and requests for technical or operational support must be directed to:

AusTender Help Desk

Telephone: 1300 651 698

Email: [tenders@agimo.gov.au](mailto:tenders@agimo.gov.au)

The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (excluding ACT and national public holidays).

### 5.4 Tenderers to check websites

Airservices Australia recommends *Tenderers* regularly check Airservices Australia's website, [www.airservicesaustralia.com](http://www.airservicesaustralia.com) which will direct *Tenderers* to the AusTender website <https://www.tenders.gov.au> for information, updates and notices in connection with this *RFT*.

### 5.5 Tenderers responsible for assessing impact

It is the responsibility of the *Tenderer* to inform itself of the implications of any *RFT* amendments, tender process changes, new information, updates and notices in connection with this *RFT*.

### 5.6 Airservices Australia not responsible for impact

Airservices Australia will not be responsible in any way for any impact on *Tenderers* of any *RFT* amendments, tender process changes (including termination), new information, updates and notices in connection with this *RFT*.

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## 6 Information restrictions on Tenderers

### 6.1 For RFT purposes only

Information provided by Airservices Australia in the course of the tender process for this *RFT* (in whatever form) may be used solely for the purpose of preparing and lodging a *Response*.

### 6.2 Disclosure requires prior approval

*Tenderers* must not provide any information (in whatever form) in connection with this *RFT* to any person that is not a party to the *Tenderer's Response* without Airservices Australia's prior written approval.

### 6.3 Airservices Australia confidential information

Information provided by Airservices Australia in the course of the tender process for this *RFT* that is marked or disclosed as confidential ("*RFT Confidential Information*") is confidential to Airservices Australia and must be kept confidential by *Tenderers*.

### 6.4 Restrictions attaching to RFT Confidential Information

Without limiting clause 6.3, *Tenderers*:

- (a) may only use and copy *RFT Confidential Information* for the purpose of preparing and lodging a *Response* and must not use it in any other way; and

- (b) must not disclose or otherwise use, copy or reproduce any *RFT Confidential Information* in any way.

#### **6.5 Return of RFT Confidential Information**

On request at any time *Tenderers* must immediately return to Airservices Australia all copies of any *RFT Confidential Information* provided by Airservices Australia in the course of the tender process for this *RFT*.

#### **6.6 Option for confidentiality undertaking**

Before receiving any *RFT Confidential Information* *Tenderers* and their *Representatives* may be required to sign a confidentiality undertaking in a form specified by Airservices Australia and comply with any other procedures Airservices Australia may require to protect the confidentiality of the *RFT Confidential Information*.

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### **7 Information restrictions on Airservices Australia**

#### **7.1 Tenderer confidential information**

If any part of a *Tenderer's Response* is confidential to the *Tenderer* it must be clearly marked as confidential. *Tenderers* must mark only those parts of their *Response* that are actually confidential.

#### **7.2 Airservices Australia's obligation**

Without limiting clause 7.3, Airservices Australia will:

- (a) take reasonable steps (including requiring execution of confidentiality undertakings) to keep confidential those parts of a *Tenderer's Response* that are clearly marked confidential and actually contain information confidential to the *Tenderer* ("***Tenderer Confidential Information***"); and
- (b) use *Tenderer Confidential Information* only for purposes directly related to this *RFT*.

#### **7.3 Permitted disclosure**

Airservices Australia may disclose any part of any *Response*:

- (a) to any Commonwealth Minister, department, agency or authority for any purpose relating to the business activities of Airservices Australia;
- (b) to the responsible Minister;
- (c) in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia; or
- (d) where that disclosure is authorised or required by law.

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### **8 General**

#### **8.1 Site inspections and industry briefing sessions**

Airservices Australia will hold site inspections and industry briefing sessions in relation to this *RFT* as per the timetable specified in Table 1 at the "*Airservices Australia, Melbourne Facility*" and at the *Airservices Air Traffic Control tower*,

*Adelaide Airport*. The maximum number of representatives that may attend the briefing on behalf of a *Tenderer* is three (3). *Tenderers* must notify Airservices Australia **at least 6 days** before the briefings the names of the people who will be attending on their behalf and should contact Airservices Australia via the designated email address, stipulated in Annexure A of this *RFT*. *Tenderers* consent to any security checks and clearances for those attending site visits for this purpose.

## **8.2 Decision making**

Airservices Australia has absolute discretion in connection with any and all decisions or actions made or taken, refused to be made or taken or required to be made or taken, by it in connection with this *RFT*. To the extent permitted by law Airservices Australia has no liability to any *Tenderer* for any such decision, action or refusal.

## **8.3 Other rights not affected**

Exclusion by Airservices Australia of any *Response* from any or further consideration is without prejudice to any of its other rights in connection with the circumstances giving rise to the exclusion.

## **8.4 Applicable law**

The laws in the Australian Capital Territory apply to this *RFT*. *Tenderers* irrevocably submit to the exclusive jurisdiction of the courts of the Australian Capital Territory, and any courts of appeal from them, and waive any right to object to any proceedings relating to this *RFT* being brought in those courts, including any complaint about any of those courts being an inconvenient forum.

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# **9 Tender preparation**

## **9.1 General format and content of Responses**

*Responses* must:

- (a) be in English and in the format required by, and contain the information set out in, the *Tender Response Schedules*; and
- (b) contain a completed *Statement of Compliance* as set out in the *Tender Response Schedules*.

## **9.2 Clarity**

Without limiting the requirements for completion of the *Statement of Requirement*, *Tenderers* are encouraged to include clear, succinct and explicit answers and descriptions in their *Response*. *Tenderers* are discouraged from including any non-committal or generic descriptions of information or concepts in their *Response*.

## **9.3 Supplementary content**

Subject to these *Conditions of Tender* and the *Requirement*, *Tenderers* may enhance their *Response* by including information supplementary to that sought by Airservices Australia as long as it is directly relevant to the *Tenderer's* offer to supply the *Requirement*. Supplementary information may only be included in the *Tender Response Schedule* for supplementary information and not in any other *Tender Response Schedule*. Airservices Australia is not obliged to consider any supplementary information.

#### 9.4 Tenderers to inform themselves

*Tenderers* are deemed to have examined and considered:

- (a) this *RFT* including all documents incorporated and referred to in it;
- (b) all other information made available to *Tenderers* in writing by Airservices Australia in connection with this *RFT*; and
- (c) all other information which:
  - (i) may be obtained by making reasonable enquiries; and
  - (ii) relates to all risks, contingencies and other circumstances that may affect any *Response* they submit.

#### 9.5 Deemed Response content

*Responses* are deemed to include the acknowledgment and agreement of the *Tenderer* that:

- (a) they have satisfied themselves about the correctness and sufficiency of their *Response* including all aspects of the tendered price;
- (b) they do not rely on any oral or written representation, document, material, arrangement, conduct or circumstance as amending these *Conditions of Tender* in any way (other than in accordance with clause 5.2;
- (c) except for express warranties and representations in this *RFT*, they do not rely on any warranty or representation by on or behalf of Airservices Australia, including any warranty or representation about:
  - (i) the currency, reliability or completeness of the information contained in this *RFT*; or
  - (ii) achievement of any estimate or forecast or that any statement as to future matters will prove correct;
- (d) Airservices Australia will not be responsible for any costs or expenses incurred by the *Tenderer* in preparing and lodging their *Response* or otherwise in connection with this *RFT*; and
- (e) any damages to which the *Tenderer* might otherwise be entitled in connection with the tender process are limited to the reasonable substantiated costs and expenses incurred by the *Tenderer* in preparing their *Response*.

#### 9.6 Disclaimer

To the extent permitted by law, Airservices Australia expressly disclaims all liability (including for negligence) arising from information contained in or omitted from this *RFT* or otherwise provided to any *Tenderer*.

#### 9.7 Tendering costs

*Tenderers* are responsible for all costs, expenses and liabilities they incur in connection with this *RFT* including attending any briefing and debriefing sessions, making *Clarification Requests*, preparing and lodging a *Response*, providing Airservices Australia with further information and clarification, making any site visits, giving any presentations and participating in any negotiations.

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## **10 Pricing**

### **10.1 Expression of prices and measurements**

Unless specified otherwise:

- (a) all *Response* prices must be expressed in Australian dollars and must include GST (if applicable) and all other applicable Australian and overseas taxes, duties and charges; and
- (b) any measurements must be expressed in Australian legal units of measurement.

### **10.2 Own advice**

*Tenderers* must seek their own tax advice in relation to this *RFT* (including advice about the GST).

### **10.3 Tender Response Schedules and all inclusive**

*Response* pricing must be:

- (a) in accordance with the applicable *Tender Response Schedules*; and
- (b) unless specified otherwise in the *Requirement*, inclusive of all costs involved in supplying the *Requirement* in accordance with the *Conditions of Contract*.

### **10.4 Pricing firm unless variables specified**

Unless the *Tenderer* specifies otherwise in their *Response* (in which case the applicable *Tender Response* Schedule information must be provided), all pricing included in a *Response* is deemed to be firm for the period of the *Requirement*. This means that the cost impact of any variation, fluctuation or other change in connection with any input the *Tenderer* requires to supply the *Requirement* is at the *Tenderer's* risk.

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## **11 Scope, subcontracting and alternative proposals**

### **11.1 Whole Requirement**

*Responses* may be for the whole or part of the *Requirement*. Where a *Response* is for part of the *Requirement* *Tenderers* must clearly specify which part of the *Requirement* their *Response* is for. This does not limit Airservices Australia's rights under clause 17.10 to accept all or part of a *Response* and contract with more than one *Tenderer* for supply of the *Requirement* under clause 17.10.

### **11.2 Prime/sub bids**

*Responses* involving provision of the *Requirement* by a prime and subcontractor may be lodged as long as the *Response*:

- (a) contains the information required by the applicable *Tender Response* Schedule; and
- (b) complies with all other requirements relating to sub-contracting set out in the *Conditions of Contract*.

### 11.3 Joint bids

Airservices Australia will consider *Responses* that contain joint offers for provision of the *Requirement*. However, any contract awarded to a joint bid will be on the basis of joint and several liabilities of the contracting parties.

### 11.4 Alternative proposals permitted in addition

*Tenderers* may lodge a separate proposal with an alternative approach to or solution for the supply of the *Requirement* only if the *Tenderer* also lodges a *Response* that complies with the *Requirement*.

### 11.5 Minimum requirements for alternative proposals

Any alternative proposal must:

- (a) be clearly labelled as an alternative proposal;
- (b) include:
  - (i) all information required by these *Conditions of Tender* (except to the extent that information relates specifically to the *Requirement*) including full pricing; and
  - (ii) sufficient information to enable comparison of the alternative proposal to compliant *Responses*;
- (c) not require any cross-reference to the *Tenderer's Response* which complies with the *Requirement*; and
- (d) include a *Statement of Compliance* which, instead of stating how the *Requirement* is complied with by the *Tenderer*, adequately states how the alternative solution or approach meets the *Requirement*, including a full description of the advantages, disadvantages and limitations of the alternative proposal.

### 11.6 Discretionary

Airservices Australia is not obliged to consider an alternative proposal.

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## 12 Conflict of interest

### 12.1 Continuing obligation

In addition to providing the information required by the applicable Tender *Response* Schedule, if a *Tenderer* becomes aware of an actual or perceived conflict of interest after lodging its *Response* it must notify Airservices Australia of the details of that conflict as soon as reasonably practicable.

### 12.2 Airservices Australia's rights

If Airservices Australia considers there is or may be an actual or perceived conflict of interest in connection with a *Response*, Airservices Australia may:

- (a) exclude the *Response* from further consideration; or
- (b) take any other action it considers appropriate.

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## **13 Proper conduct by Tenderers**

### **13.1 False or misleading claims and improper assistance**

If a *Tenderer* makes any false or misleading claims or statements, or obtains improper assistance from an *Airservices Australia Representative* (or former *Airservices Australia Representative*), Airservices Australia may exclude their *Response* from further consideration.

### **13.2 Normal course of business**

Nothing in this *RFT* is intended to prevent proper communications between a *Tenderer* and Airservices Australia in the normal course of business between them to the extent such communications can be maintained without compromising this *RFT*. *Airservices Australia Representatives* may be retained by a *Tenderer* where the specific prior agreement of Airservices Australia is obtained.

### **13.3 Unlawful inducements**

If a *Tenderer* violates any applicable laws or Commonwealth policies in relation to unlawful inducements in connection with preparation or lodgement of their *Response* Airservices Australia may exclude their *Response* from further consideration.

### **13.4 Collusive conduct**

If a *Tenderer* engages in any collusive tendering or anti-competitive conduct with any other *Tenderer* or person in relation to the preparation or lodgement of any *Response* Airservices Australia may exclude their *Response* from further consideration.

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## **14 Commonwealth policy requirements**

### **14.1 Freedom of information**

*Tenderers* should:

- (a) familiarise themselves with the operation of the *Freedom of Information Act 1982* (Cth) which gives members of the public a right of access to documents in the possession of the Commonwealth and its agencies; and
- (b) obtain independent advice on the impact of this Act on their participation in the tender process for this *RFT*.

### **14.2 Privacy**

*Tenderers* must comply with all applicable obligations under:

- (a) the Information Privacy Principles; and
- (b) the National Privacy Principles (to the extent they are not inconsistent with applicable obligations under the Information Privacy Principles),

in the *Privacy Act 1988* (Cth) in connection with any *Response* lodged by them and any information provided as part of the tender process for this *RFT*.

### **14.3 ANAO access**

*Tenderers* attention is drawn to the *Auditor-General Act 1997* (Cth):

- (a) which gives the Auditor-General or an authorised person the right to have, at all reasonable times, access to information documents and records; and
- (b) pursuant to which successful *Tenderers* may be required to give the Auditor-General or an authorised person access to information, documents, records and assets.

*Tenderers* should obtain independent advice on the impact of this Act on their participation in the tender process for this *RFT*.

#### **14.4 Equal opportunity and disability**

Airservices Australia requires *Tenderers* to comply with their obligations, if any, under the following legislation:

- (a) the *Equal Opportunity for Women in the Workplace Act 1999* (Cth). Further information can be obtained from the Equal Opportunity for Women in the Workplace Agency; and
- (b) the *Disability Discrimination Act 1992* (Cth). Further information can be obtained from the Human Rights and Equal Opportunity Commission.

#### **14.5 Equal opportunity statement required**

*Tenderers* must state in their *Response* if they are currently named as not complying with the *Equal Employment Opportunity for Women in the Workplace Act 1999* (Cth). This requirement extends to each subcontractor named in a *Response*. Airservices Australia may at its discretion not consider a *Response* if the *Tenderer* or any subcontractor is named as non-complying under this Act.

#### **14.6 Commonwealth Occupational Health and Safety Accreditation**

- (a) The Australian Government is committed to improving OHS outcomes in the building and construction industry. Airservices Australia is only permitted to contract with head contracting building and construction companies that are accredited under the Australian Government Building and Construction OHS Accreditation Scheme (the "**Scheme**").
- (b) Airservices Australia requires *Tenderers* to comply with their obligations under the Scheme in relation to the supply of the *Requirement*.
- (c) *Tenderers* must provide such information as requested under Part 4 of this *RFT*. Airservices Australia may at its discretion not consider a *Response* if the *Tenderer* fails to complete the Tender Response Schedule seeking such information in Part 4 of this *RFT*.
- (d) If the *Tenderer* selected as a preferred *Tenderer* or a *Tenderer* with whom Airservices Australia wishes to negotiate, is not able upon request by Airservices Australia to demonstrate that it is accredited under the Scheme, Airservices Australia may revoke the preferred *Tenderer's* status or selection at its absolute discretion, and select another preferred accredited *Tenderer* or enter into negotiations with any other accredited *Tenderer/s*.

#### **14.7 Competitive neutrality statement required**

*Tenderers* must state in their *Response*, whether:

- (a) they are a public sector organisation; and if so
- (b) their *Response* complies with the Commonwealth's Competitive Neutrality Principles.

This requirement extends to each subcontractor named in a *Response*.

## 14.8 Information to be made available

Where a *Tenderer* is subject to the provisions of clause 14.7 above, Airservices Australia may request the *Tenderer* make available all and any information with regard to its *Response* so that Airservices Australia may, should it consider it necessary, undertake a baseline costing exercise of the *Response*.

## 14.9 National Code of Practice for the Construction Industry

The National Code of Practice for the Construction Industry (the '**Code**') and the Industry Guidelines for the workplace relations and occupational health and safety components of the Code (the '**Industry Guidelines**') apply to the supply of the *Requirement*. Airservices Australia requires *Tenderers* to comply with their obligations under the Code and the Industry Guidelines in relation to the supply of the *Requirement* as described in Annexure B to this Part 1 of this *RFT*.

## 14.10 Code compliance statement required

*Tenderers* must complete the Undertaking of Compliance with the Code and the Industry Guidelines at Schedule 3, Part 4 of this *RFT*. Airservices Australia may at its discretion not consider a *Response* if the *Tenderer* fails to complete the undertaking.

# 15 Lodgement requirements

## 15.1 Submission of Responses and time for submission

- (a) *Responses* must be lodged physically, by depositing the *Response* on or before the *Closing Time* in the Airservices Australia tender box located at the address specified in Annexure A to these *Conditions of Tender* either by hand delivery or registered post. *Tenderers* lodging their *Response* by post must allow at least one hour between receipt and the *Closing Time* for the *Response* to be placed in the tender box.
- (b) Oral, email or facsimile *Responses* will not be accepted.
- (c) *Responses* must be lodged at the time specified in Annexure A to these *Conditions of Tender*. *Responses* must:
  - (i) by endorsed with the description of this *RFT* and the *Closing Time*; and
  - (ii) be marked for the attention of the *Airservices Australia Contact Officer*.
- (d) The judgment of Airservices Australia as to the time a *Response* has been lodged will be final.
- (e) *Tenderers* acknowledge that:
  - (i) lodgement of their *Response* on time and in accordance with these *Conditions of Tender* is entirely their responsibility; and
  - (ii) Airservices Australia will not be liable for any loss, damage, costs or expenses incurred by *Tenderers* or any other person if, for any reason, a *Response* or any other material or communication relevant to this *RFT*, is not received on time, is corrupted or altered or otherwise is not

received as sent, cannot be read or decrypted, or has its security or integrity compromised.

## **15.2 Receipt of Responses**

*Responses* which are submitted pursuant to this clause, are taken to be received by Airservices Australia:

- (a) if delivered by hand, when stamped by Airservices Australia; or
- (b) if posted, on the third day (tenth, if posted to or from a place outside Australia) after posting, or as otherwise stamped by Airservices Australia if delivered before this date.

## **15.3 Correction of errors before Closing Time**

If the *Tenderer* becomes aware of any discrepancy, error or omission in its lodged *Response* that it wishes to correct, that material must be lodged before the *Closing Time*.

## **15.4 Extension of Closing Time**

If Airservices Australia extends the *Closing Time*, Airservices Australia will return any *Responses* already lodged on request of the *Tenderer*.

## **15.5 Late submission of Responses**

Airservices Australia is not obliged to consider any *Responses* received after the *Closing Time* but may decide to do so in its discretion.

## **15.6 Notice if late**

Where clause 15.5 applies, Airservices Australia:

- (a) will notify *Tenderers* whose *Responses* were received after the *Closing Time*; and
- (b) may require the *Tenderer* to give reasonable assistance in determining why their *Response* was late.

## **15.7 Considerations**

Where clause 15.6(b) applies, considerations relevant to Airservices Australia deciding to admit a *Response* received after the *Closing Time* for consideration as part of the tender process may include:

- (a) how late the *Response* was, reasons for lateness and evidence of those reasons;
- (b) whether there is any reason to suspect unfair practices or abuse of the tender process by any *Tenderer*; and
- (c) whether the *Tenderer* may get an unfair advantage from its late *Response* being admitted for consideration.

## **15.8 Copies of Responses**

Where a *Tenderer* submits a *Response*, they must provide:

- (a) their original response to this *RFT* (and all supporting documentation) and the *Nominated Number of Copies*. The original *Response* must be clearly marked as the original and be signed by an officer of the *Tenderer* with appropriate corporate authority. Each copy must be marked as a copy. The original and copies must be on single-sided, loose leaf A4 paper; and

- (b) one electronic copy of their *Response* on CD-Rom in the format of any of the Microsoft Word or Office 97 (or later) suite of programs or in the Adobe Acrobat Reader PDF format.

If there is a discrepancy between a copy, which includes an electronic copy, and the original *Response*, the original takes precedence

#### **15.9 Alternative proposals**

*Tenderers* submitting alternative proposals must clearly distinguish between their *Response* and their alternative proposal.

#### **15.10 Alterations, erasures or illegibility**

*Responses* containing:

- (a) alterations or erasures;
- (b) handwritten amendments which are not initialled; or
- (c) information which is not clear or legible,

may be excluded from consideration.

#### **15.11 Response validity period**

A *Response* must remain open for acceptance for at least the *Minimum Validity Period*.

#### **15.12 Retractions**

Except to the extent agreed by Airservices Australia generally or during negotiations with any *Tenderer*, *Tenderers* may not retract or vary any part of their *Response* during the *Minimum Validity Period*. This includes any position agreed with Airservices Australia during negotiations.

#### **15.13 Changes to be notified**

*Tenderers* must notify Airservices Australia as soon as reasonably practicable of any changes to corporate structure or ownership of the *Tenderer* or any of its subcontractor that materially affect the *Response*.

#### **15.14 Ownership of Responses**

Subject to clause 15.15, all *Responses* become the property of Airservices Australia once lodged.

#### **15.15 Intellectual property rights in Response material**

Ownership of any intellectual property rights in a *Response* is not affected by clause 15.14 but on lodging their *Response* the *Tenderer* grants Airservices Australia an unlimited, perpetual, irrevocable, worldwide, royalty and licence fee free licence to use, copy, modify and create derivative works from any of the material in the *Response* for any purpose in connection with this *RFT* or the supply of the *Requirement* (or one similar to it), including to satisfy government and parliamentary reporting requirements.

#### **15.16 Non disclosure to other Tenderers**

Airservices Australia will not disclose any material in a *Tenderer's Response* to any other *Tenderer* except where required by law.

#### **15.17 IPR warranty**

The *Tenderer* warrants that Airservices Australia's exercise of the licence rights in clause 15.15 will not infringe the intellectual property rights or

moral rights of any person and indemnifies Airservices Australia against all loss and damage of any kind arising out of or in connection with any such claim.

#### **15.18 Dealings with Responses**

Without limiting clause 15.15, subject to obligations of confidence in connection with *Tenderer Confidential Information*, Airservices Australia may copy, amend, disclose or otherwise deal with a *Response* in any way for the purpose of:

- (a) evaluating any *Response*;
- (b) conducting negotiations with any *Tenderer*;
- (c) exercising its rights under this *RFT*; and
- (d) any other matter incidental to or necessary for any of the purposes in paragraphs (a) – (c) above.

#### **15.19 Disclosure rights**

Disclosure under clause 15.18 includes disclosure of any aspect of the *Response* to any party including non-employee *Airservices Australia Representatives*.

#### **15.20 Publication**

Airservices Australia may publicise the names at any stage of any and all *Tenderers* who lodge a *Response* including *Tenderers* who are unsuccessful or whose *Response* will not be further considered.

---

### **16 Clarification of Responses by Airservices Australia**

#### **16.1 Clarification of Responses**

Airservices Australia may require *Tenderers* to clarify any aspect of their *Response* in writing and submit additional information before their *Response* is further considered.

#### **16.2 Material alteration**

Airservices Australia may decline to accept any clarification or additional information provided by a *Tenderer* which materially alters their *Response*. In that case Airservices Australia will consider the *Response* on the basis of information previously supplied or may exclude the *Response* from further consideration.

#### **16.3 Airservices Australia Contact Officer**

All responses to clarification or additional information requests by Airservices Australia must be provided to the *Airservices Australia Contact Officer*.

#### **16.4 Presentation**

Airservices Australia may at any time require a *Tenderer* to provide a presentation about their *Response* as part of the tender process. This may include a demonstration of the facilities and resources (including equipment) the *Tenderer* proposes to use to supply the *Requirement*. Airservices

Australia may use any such presentation or demonstration to evaluate *Responses*.

## **16.5 Inquiries by Airservices Australia**

Airservices Australia may at any time make its own inquiries of any person or organisation, including the referees provided by the *Tenderer*, about a *Tenderer's*:

- (a) security;
- (b) financial viability;
- (c) managerial, technical capacity and infrastructure;
- (d) corporate history;
- (e) litigation history;
- (f) past performance of similar requirements; and
- (g) any other matters Airservices Australia considers may affect the *Tenderer's* supply of the *Requirement*, and

Airservices Australia may rely on the information obtained from these inquiries for the purposes of evaluating a *Tenderer's Response*.

## **16.6 Inspections, interviews and checks**

Airservices Australia may also wish to conduct:

- (a) an inspection of a *Tenderer's* facilities and equipment; and
- (b) interviews of key personnel and customers for whom the *Tenderer* has previously worked; and
- (c) security and probity checks in relation to the *Tenderer* and its personnel, partners, associates and related bodies corporate. These may include police, financial and business checks and the *Tenderer* consents to these and agrees to provide all reasonable assistance in connection with them,

Airservices Australia may rely on the information obtained from these inspections, interviews and checks for the purposes of evaluating a *Tenderer's Response*.

## **16.7 Reasonable assistance required**

The *Tenderer* must provide all reasonable assistance to Airservices Australia in carrying out any inquiries or providing any clarification and additional information required by Airservices Australia in connection with this *RFT*.

---

# **17 Tender evaluation**

## **17.1 Evaluation basis**

Evaluation of *Responses* will be to determine best value for money to be assessed by the extent to which *Responses* meet the criteria outlined below and the overall risk to Airservices Australia of engaging the *Tenderer* to supply the *Requirement*. The criteria below are not necessarily exhaustive, nor in any order of importance.

- (a) The *Tenderer's*:

- (i) past compliance, and continued compliance, with the requirements of the National Code of Practice for the Construction Industry and the Industry Guidelines, as demonstrated by its Response to Annexure B to these *Conditions of Tender* and to Part 4 *Tender Response Schedules*;
- (ii) accreditation, or otherwise, under the Australian Government Building and Construction OH&S Accreditation Scheme;
- (iii) indication of partial compliance or non-compliance in its *Statement of Compliance* with the *Statement of Requirement* and *Conditions of Contract*, and the risks to Airservices Australia which flow from that partial compliance or non-compliance;
- (iv) expertise, experience and track record, and that of its key personnel, in undertaking works of a similar type, scope and complexity to the *Requirement*;
- (v) methodology, capability, subcontractor sourcing and proposed construction management plan for supply of the *Requirement*;
- (vi) capacity to supply the *Requirement* and draft tender construction program, in conjunction with its current and future work program;
- (vii) management procedures and systems, including quality, occupational health and safety, environmental management and risk management; and
- (viii) an assessment of the whole of project cost implications for the delivery of all works detailed in the *Statement of Requirement*; and an assessment of the *Tenderer's* financial capacity to be able to deliver the *Requirement*.

Without limiting anything else in this *RFT*, neither the *Response* with the lowest price nor any *Response* will necessarily be selected by Airservices Australia.

#### **17.2 Additional sources**

Without limiting clause 17.1 or the criteria set out above, Airservices Australia may:

- (a) consider additional criteria; and
- (b) use material provided in *Response* to one criteria to evaluate *Responses* to other criteria.

#### **17.3 Priorities and weightings**

Airservices Australia may set priorities and weighting for evaluation criteria or vary those priorities or weightings at any time in this tender process.

#### **17.4 Negotiations**

Airservices Australia may select one or more *Tenderers* with whom it may negotiate the *Requirement*, price and/or any other proposed terms, including contract terms, for supply of any part of the *Requirement*.

#### **17.5 Offer to negotiate**

Any notification to a *Tenderer* that Airservices Australia wishes to negotiate is an invitation only and does not constitute acceptance of that *Tenderer's Response*.

## **17.6 Scope of negotiations**

Without limitation, during negotiations Airservices Australia may seek:

- (a) variations to any aspect of *Responses*, including technical, financial, commercial and contractual matters; and
- (b) supplementary information in connection with any such variation.

## **17.7 Publicity**

A *Tenderer* must not publicise that Airservices Australia will or has entered into negotiations with it, that it is the successful *Tenderer* or publicise details of its *Response* without Airservices Australia's prior written approval. If it chooses to do so Airservices Australia may publicise these details.

## **17.8 All Responses may be rejected**

Airservices Australia will not necessarily accept any *Response* regardless of compliance or non-compliance with this *RFT*.

## **17.9 Form of Airservices Australia's acceptance**

Any acceptance by Airservices Australia of a *Tenderer's Response* will be by execution of a formal contract.

## **17.10 Airservices Australia's rights**

Without limiting any other part of these *Conditions of Tender*, Airservices Australia may:

- (a) amend this *RFT* at any time in any way including any aspect of the tender process (such as timing and evaluation criteria) provided that it gives notice to all *Tenderers* of the change;
- (b) accept all or part of any *Response*, including a:
  - (i) non-compliant *Response*; or
  - (ii) a *Response* that does not have the lowest price of all *Responses*;
- (c) reject all or part of any *Response* at any time, including a *Response* which complies with this *RFT*;
- (d) at any time (including in negotiations) disqualify any *Tenderer* from participating in this tender process or exclude their *Response* from further consideration;
- (e) reject at any time or accept any alternative proposal for supply of the *Requirement*;
- (f) allow any *Tenderer* to change their *Response* at any time;
- (g) short-list *Tenderers* or choose not to do so;
- (h) commence, suspend or stop negotiations with any *Tenderer*;
- (i) select preferred *Tenderers* or choose not to do so;
- (j) at any time use non Airservices Australia personnel in assessing *Responses*;
- (k) at any time use a probity auditor or advisor in connection with this *RFT*;

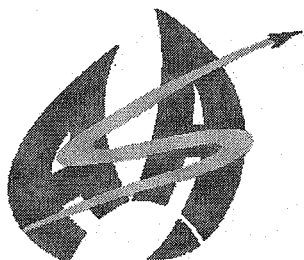
- (l) suspend or terminate this tender process at any time (including in the course of contract negotiations);
- (m) contract with more than one party for supply of the *Requirement*, including for supply of part of the *Requirement* from a *Tenderer* which has tendered for the entire *Requirement*;
- (n) negotiate with any person and enter into a contract outside this tender process;
- (o) call for new *Tenders* provided that any new time limit for lodging new *Tenders* applies equitably to all participating potential suppliers;
- (p) accept a *Response* for a different requirement than set out in this *RFT*; and
- (q) allow, or not allow, any preferred *Tenderer* to enter into the proposed contract for the *Requirement* in the name of a different legal entity from that which provided a *Response*.

#### **17.11 Notification of RFT outcome**

All *Tenderers* that lodge a *Response* will be informed in writing of the outcome of their *Response* at the conclusion of the tender process.

#### **17.12 Post contract debriefing**

Airservices Australia may debrief unsuccessful *Tenderers* once formal contracts have been executed by Airservices Australia and the successful *Tenderers* (if any). If Airservices Australia decides to hold a debriefing it will notify *Tenderer's* as described in clause 5.2.



AIRSERVICES AUSTRALIA

**Annexure A: RFT No. PRN 715-09**

**Closing Time**

**Time:** 2:00pm

**Date:** Thursday 15 October 2009

**Tender box address for lodgement of Responses**

**The tender box for this RFT is located at:** Airservices Australia, Tower Road,  
Tullamarine, VIC

**Endorsement details required on Response**

*"RFT No. PRN 715-09 – National Towers Program, New Towers Project."*

**Nominated Number of Copies of Response to be lodged**

**Original:** 1 original versions of the Tenderer's Response

**Nominated Number of Copies:** 6 copies of the Tenderer's Response, and 1  
electronic/softcopy provided on CD/DVD.

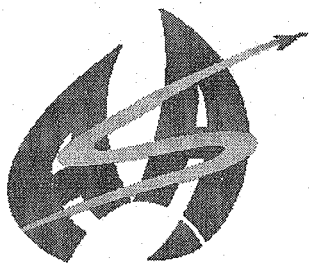
**Minimum Validity Period**

**The Minimum Validity Period is:** 6 months from the Closing Time

**Airservices Australia Contact Officer details**

**Name of Contact Officer:** Paul Kirkwood, Senior Project Manager

**Email:** PRN\_715@airservicesaustralia.com



AIRSERVICES AUSTRALIA

## **Annexure B: RFT No. PRN 715-09 – Compliance with the National Code of Practice for the Construction Industry**

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1. The *Tenderer's* attention is drawn to the National Code of Practice for the Construction Industry (**Code**) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (**Industry Guidelines**), August 2009. Copies of the *Code* and *Industry Guidelines* are available at [deewr.gov.au/building](http://deewr.gov.au/building).
2. By submitting a *Response* to undertake the supply of the *Requirement* you:
  - a) will be deemed to have read; and
  - b) agree that you must comply with, the *Code* and *Industry Guidelines*.
3. Notwithstanding any other provisions of this *RFT*, *Tenderers* hereby consent to the disclosure of information concerning compliance with the *Code* and *Industry Guidelines*, including details of whether or not a sanction (see Section 8.2 of the *Industry Guidelines*) has been imposed. This consent extends to disclosure by the Commonwealth, its agencies and ministers, and disclosure to others for the purposes of facilitating compliance with the *Code* and *Industry Guidelines* and the exercise of their statutory and portfolio responsibilities. *Tenderers* must ensure that their proposed subcontractors and consultants are also aware of, and agree to comply with, these rights of use and disclosure.
4. *Tenderers* should be aware that the *Code* and *Industry Guidelines* apply to:
  - a) the supply of the *Requirement* which is the subject of this *RFT*; and
  - b) all construction building work undertaken by the *Tenderer* and its related entities (see section 3.5 of the *Guidelines*) thereafter as defined in the *Industry Guidelines*, including work on all new privately funded construction projects in Australia. For further information on the definition of privately funded construction projects, see section 3.4 of the *Industry Guidelines*.

5. It is a condition of the *RFT* that *Tenderers* comply with the *Code* and *Industry Guidelines*. As part of their *Response*, *Tenderers* must submit a signed "Declaration of Compliance" which, among other things, indicates:
- a) whether the *Tenderer* or a related entity of the *Tenderer* has ever been subject to a sanction imposed under the *Code* and *Industry Guidelines*;
  - b) whether the *Tenderer* has had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and has not paid the claim;
  - c) whether the *Tenderer* has had any adverse court, tribunal, industrial relations commission or Fair Work Australia finding, order or penalty awarded against them in the last two years (and if so provide details);
  - d) how the *Tenderer* and its related entities have complied with the *Code* and *Industry Guidelines* in the past (if the *Tenderer* has undertaken Australian Government funded construction work in the past);
  - e) how the *Tenderer* intends to comply with the *Code* and *Industry Guidelines* in supplying the *Requirement*, should it be the successful *Tenderer*; and
  - f) where the *Tenderer* proposes to subcontract an element of the *Requirement*, either:
    - i) the information detailed in the above subclauses (a) and (b) in relation to each subcontractor, or
    - ii) how the *Tenderer* intends to ensure each subcontractor complies with the *Code* and *Industry Guidelines*.
6. It is a condition of this *RFT* that *Tenderers* must submit as part of their *Tenders* a signed Declaration of Compliance with the *Code* and *Industry Guidelines* in relation to privately funded projects.
7. It will be a condition of the *Conditions of Contract* that the Contractor shall comply with the *Code* and the *Industry Guidelines*. It will be a condition of the *Conditions of Contract* that the Contractor shall not appoint a subcontractor, consultant or supplier in relation to the supply of the *Requirement* where the appointment would breach a sanction imposed by the Commonwealth.
8. Where a *Tenderer* has been in breach of the *Code* or the *Industry Guidelines* such that a sanction has been imposed by the Commonwealth, Airservices Australia may in its sole and absolute discretion decide not to consider the *Response* any further.

3 August 2009

# Construction Contract

NEW TOWERS PROJECT

ADELAIDE NEW TOWER

---

**Airservices Australia**

ABN 59 698 720 886

**[Contractor]**

ABN [number]

**Blake Dawson**

Level 36, Grosvenor Place  
225 George Street  
Sydney NSW 2000  
Australia  
T 61 2 9258 6000  
F 61 2 9258 6999

**Reference**  
CTM MYH 02-

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**FORMAL INSTRUMENT OF AGREEMENT****DATE****2009****PARTIES**

**Airservices Australia** (ABN 59 698 720 886) a body corporate established by the *Air Services Act 1995* (**Principal**)

[**name of Contractor**] ABN [number] (**Contractor**)

**RECITALS**

- A. The Principal enters into this Contract relying on the Contractor's representation that it is experienced in the construction of major projects similar to the Works.
- B. The Principal engages the Contractor to assume sole responsibility for the construction of the Works in accordance with the requirements of the Contract.

**OPERATIVE PROVISIONS****1. FUNDAMENTAL OBLIGATIONS****1.1 Contractor's fundamental obligations**

The Contractor must construct and complete the Works in accordance with the Contract.

**1.2 Principal's fundamental obligations**

The Principal will pay the Contractor the sum of \$[insert] **excluding GST** for the due and proper performance of the Works in accordance with the Contract.

**2. GENERAL****2.1 Contract documents**

The Principal and the Contractor agree that the following documents shall together comprise the Contract between them:

- (a) this Formal Instrument of Agreement;
- (b) AS 4000-1997 General Conditions of Contract and Annexures as amended including Annexure Parts A to G inclusive (which for the purposes of this clause 2.1 does not include the Statement of Requirement);
- (c) the Statement of Requirement (which for the purposes of this clause 2.1 does not include the annexures to the Statement of Requirement); and
- (d) Annexure B to the Statement of Requirement.

**2.2 Operation of Contract**

This Contract applies to work under the Contract, whether the work under the Contract is undertaken before, on or after the date of contract.

### **2.3 Entire agreement**

This Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Contract and has no further effect.

### **2.4 Counterparts**

The Contract may be executed in counterparts.

### **2.5 Parties empowered to enter into the Contract**

Each of the Principal and the Contractor covenants that:

- (a) it has full legal capacity and power to:
  - (i) own its property and to carry on its business; and
  - (ii) enter into the Contract and to carry out the transactions that the Contract contemplates; and
- (b) it holds each authorisation that is necessary to:
  - (i) enable it to properly execute the Contract and to carry out the transactions that the Contract contemplates;
  - (ii) ensure that the Contract is legal, valid, binding and admissible in evidence; and
  - (iii) enable it to properly carry on its business,

and it is complying with any conditions to which any of these authorisations is subject.

### **2.6 Disclaimer**

The Contractor agrees that in entering the Contract it has not relied on any representation, warranty or inducement by the Principal nor is any representation, warranty or thing made or done by the Principal to be inferred, incorporated or implied into the Contract.

### **2.7 Amendment to the Contract**

This Contract can only be amended by written instrument executed by both parties.

### **2.8 No trust**

The Contractor warrants and represents that it is not entering into the Contract as trustee of any trust or settlement.

### **2.9 Attorneys**

Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

### **2.10 Defined terms**

Terms defined in the General Conditions have the same meaning in this Formal Instrument of Agreement.

**EXECUTED** as a deed.

**SIGNED** for an on behalf of  
**AIRSERVICES AUSTRALIA** on:

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position of signatory

in the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of witness

**EXECUTED by [insert]**  
in accordance with section 127 of the  
*Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Director's Signature

and:

\_\_\_\_\_  
Name of Director/Secretary

\_\_\_\_\_  
Signature of Director/Secretary

3 August 2009

# Construction Contract

NEW TOWERS PROJECT

MELBOURNE NEW TOWER

---

**Airservices Australia**

ABN 59 698 720 886

**[Contractor]**

ABN [number]

**Blake Dawson**

Level 36, Grosvenor Place  
225 George Street  
Sydney NSW 2000  
Australia  
T 61 2 9258 6000  
F 61 2 9258 6999

**Reference**  
CTM MYH 02-

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Released by Airservices Australia pursuant to the Freedom of Information Act 1982

## FORMAL INSTRUMENT OF AGREEMENT

DATE

2009

### PARTIES

**Airservices Australia** (ABN 59 698 720 886) a body corporate established by the *Air Services Act 1995* (**Principal**)

[*name of Contractor*] ABN [*number*] (**Contractor**)

### RECITALS

- A. The Principal enters into this Contract relying on the Contractor's representation that it is experienced in the construction of major projects similar to the Works.
- B. The Principal engages the Contractor to assume sole responsibility for the construction of the Works in accordance with the requirements of the Contract.

### OPERATIVE PROVISIONS

#### 1. FUNDAMENTAL OBLIGATIONS

##### 1.1 Contractor's fundamental obligations

The Contractor must construct and complete the Works in accordance with the Contract.

##### 1.2 Principal's fundamental obligations

The Principal will pay the Contractor the sum of \$[insert] **excluding GST** for the due and proper performance of the Works in accordance with the Contract.

#### 2. GENERAL

##### 2.1 Contract documents

The Principal and the Contractor agree that the following documents shall together comprise the Contract between them:

- (a) this Formal Instrument of Agreement;
- (b) AS 4000-1997 General Conditions of Contract and Annexures as amended including Annexure Parts A to G inclusive (which for the purposes of this clause 2.1 does not include the Statement of Requirement);
- (c) the Statement of Requirement (which for the purposes of this clause 2.1 does not include the annexures to the Statement of Requirement); and
- (d) Annexure A to the Statement of Requirement.

##### 2.2 Operation of Contract

This Contract applies to work under the Contract, whether the work under the Contract is undertaken before, on or after the date of contract.

### **2.3 Entire agreement**

This Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Contract and has no further effect.

### **2.4 Counterparts**

The Contract may be executed in counterparts.

### **2.5 Parties empowered to enter into the Contract**

Each of the Principal and the Contractor covenants that:

- (a) it has full legal capacity and power to:
  - (i) own its property and to carry on its business; and
  - (ii) enter into the Contract and to carry out the transactions that the Contract contemplates; and
- (b) it holds each authorisation that is necessary to:
  - (i) enable it to properly execute the Contract and to carry out the transactions that the Contract contemplates;
  - (ii) ensure that the Contract is legal, valid, binding and admissible in evidence; and
  - (iii) enable it to properly carry on its business,

and it is complying with any conditions to which any of these authorisations is subject.

### **2.6 Disclaimer**

The Contractor agrees that in entering the Contract it has not relied on any representation, warranty or inducement by the Principal nor is any representation, warranty or thing made or done by the Principal to be inferred, incorporated or implied into the Contract.

### **2.7 Amendment to the Contract**

This Contract can only be amended by written instrument executed by both parties.

### **2.8 No trust**

The Contractor warrants and represents that it is not entering into the Contract as trustee of any trust or settlement.

### **2.9 Attorneys**

Each person who executes this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

### **2.10 Defined terms**

Terms defined in the General Conditions have the same meaning in this Formal Instrument of Agreement.

**EXECUTED** as a deed.

**SIGNED** for an on behalf of  
**AIRSERVICES AUSTRALIA** on:

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position of signatory

in the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of witness

**EXECUTED by [insert]**  
in accordance with section 127 of the  
*Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Director's Signature

and:

\_\_\_\_\_  
Name of Director/Secretary

\_\_\_\_\_  
Signature of Director/Secretary



AIRSERVICES AUSTRALIA

**RFT No. ASA PRN 715-09**  
**PART 3 – STATEMENT OF REQUIREMENT**

**NATIONAL TOWERS PROGRAM**  
**NEW TOWERS PROJECT**  
**MELBOURNE NEW TOWER AND/OR**  
**ADELAIDE NEW TOWER**

***RFT - Confidential Information***

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# 1

## DEFINITIONS

The following terms in this Statement of Requirement have the following meanings:

**Accreditation Scheme** means the Australian Government Building and Construction OHS Accreditation Scheme established by the *Building and Construction Industry Improvement Act 2005* (Cth).

**Adelaide New Tower** means the new ATC tower to be constructed at Adelaide Airport as described in this Statement of Requirement.

**Airports Act** means the *Airports Act 1996* (Cth) and the *Airports (Transitional) Act 1996* (Cth).

**Airports Regulations** means all regulations made under the Airports Act.

**Airport Operator** means:

- (a) Australia Pacific Airports (Melbourne) Pty Ltd in relation to the Melbourne Airport; and
- (b) Adelaide Airport Limited in relation to the Adelaide Airport.

**Airport Building Controller or ABC** means:

- (a) Philip Chun & Associates in relation to the Melbourne Airport; and
- (b) Tonkin Consulting in relation to the Adelaide Airport,

and has the same meaning as "airport building controller" in the *Airports (Building Control) Regulations 1996* (Cth).

**Architect** means the architect appointed by AsA in relation to each Project as applicable and as specified in this Statement of Requirement.

**AsA** means Airservices Australia.

**ATC** means air traffic control.

**Building Approval** means building approval under regulation 2.11 of the *Airports (Building Control) Regulations 1996* (Cth) to carry out the Project.

**Conditions of Contract** is a reference to AS4000-1997 Australian Standard General Conditions of Contract (as amended) contained in Part 2 of the RFT.

**Construction Management Plan** means the document to be submitted by the Contractor in accordance with section 7 of this Statement of Requirement.

**Construction Site Compound** means the fenced area controlled by the Contractor for the delivery of the Works.

**Contractor** has the meaning given to that term in the Conditions of Contract and is a reference within this Statement of Requirement to the successful Tenderer or Tenderers (as applicable).

**Cth** means Commonwealth.

**Defects Liability Period** has the meaning given to that term in the Conditions of Contract.

**Development Approval** means any development approval granted by the Airport Operator in relation to the Project.

**Drawings** means:

- (a) in relation to the Melbourne New Tower, the drawings referred to in Annexure A to this Statement of Requirement; and
- (b) in relation to the Adelaide New Tower, the drawings referred to in Annexure B to this Statement of Requirement.

**Melbourne New Tower** means the new ATC tower to be constructed at Melbourne Airport as described in this Statement of Requirement.

**National Towers Program** is a reference to three project streams comprising construction of new towers, refurbishment of existing towers and provision of new technology in relation to those towers.

**New Towers Project** means the design and construction of new ATC towers around Australia.

**Preliminaries** has the meaning given to that term in the Conditions of Contract and/or this Statement of Requirement.

**Principal** has the meaning given to that term in the Conditions of Contract and is a reference to AsA.

**Principal Supplied Documents** means the Drawings, Specifications, Schedules and other documents provided by or on behalf of AsA to the Tenderers in accordance with this RFT.

**Project** means:

- (a) in relation to the Adelaide New Tower, construction of the Adelaide New Tower and all other work contemplated under the Conditions of Contract and this Statement of Requirement in respect of the Adelaide New Tower; and
- (b) in relation to the Melbourne New Tower, construction of the Melbourne New Tower and all other work contemplated under the Conditions of Contract and this Statement of Requirement in respect of the Melbourne New Tower.

**Response** means the Tenderer's written response submitted in accordance with this RFT.

**Schedules** means:

- (a) in relation to the Melbourne New Tower, the schedules referred to in Annexure A to this Statement of Requirement (if any); and
- (b) in relation to the Adelaide New Tower, the schedules referred to in Annexure B to this Statement of Requirement (if any).

**Site** means:

- (a) in relation to the Melbourne New Tower, the site specified in the site drawings referred to in Annexure A to this Statement of Requirement; and
- (b) in relation to the Adelaide New Tower, the site specified in the site drawings referred to in Annexure B to this Statement of Requirement.

**Site Specific Conditions** means those conditions detailed for each Site set out in this Statement of Requirement.

**Specifications** means:

- (a) in relation to the Melbourne New Tower, the specifications referred to in Annexure A to this Statement of Requirement; and
- (b) in relation to the Adelaide New Tower, the specifications referred to in Annexure B to this Statement of Requirement.

**Statement of Requirement** means this Part 3 of the RFT.

**Superintendent** has the meaning given to that term in the Conditions of Contract.

**Tender Construction Program** means the construction program to be prepared by the Tenderer and included with the Tenderer's Response, complying with the Specifications and showing the dates by which, or the times within which, the various stages or separable portions of the Works are to be carried out or completed by the Contractor.

**Tenderer** means a person who or entity which has been provided with a copy of this RFT by AsA.

**Weekly Progress Meeting** means weekly progress meetings between the Superintendent, AsA, the Contractor and other contractors and key stakeholders as contemplated under the Conditions of Contract.

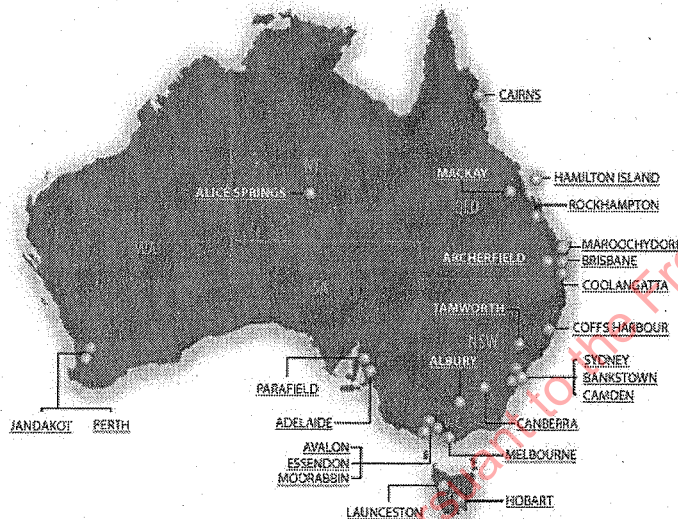
**Works** has the meaning given to that term in the Conditions of Contract.

## 2 INFORMATION TO TENDERERS

### 2.1 PRINCIPAL'S CORE BUSINESS OPERATIONS

Airservices Australia (AsA) is a Government-owned corporation and is responsible for the provision of air traffic management, air navigation support (communications infrastructure, radar and navigation aids), aviation rescue and fire-fighting services to the aviation industry. The core business is the provision of ATC and flight decision support information and facilities for safe and efficient air traffic flow.

AsA is responsible for the airspace stretching in latitude from two degrees to 90 degrees south, and in longitude from 75 degrees to 163 degrees east. This is an area of 19,995,070 sq nautical miles (51,786,992 sq km) - or some 11 percent of the world's total airspace.



The AsA airspace is controlled from two major centres (Melbourne and Brisbane), and from 26 ATC towers. The towers have been classified into 4 categories, depending on the location of the relevant tower and the volume of air traffic at the airport:

- "Major" (critical to business);
- "High Capacity" (important to business);
- "GAAP" (high density training and community importance); and
- "Regional".

## 2.2 BACKGROUND TO PROJECT

Following a complete review of its towers and system, AsA has set up the National Towers Program (NTP) to modernise, upgrade or replace, where necessary, infrastructure and technology systems for its 26 ATC towers.

The objective of the program is to deliver enhanced Tower systems, supporting infrastructure and building works to enable safe, efficient and cost effective delivery of ATS from Airservices required Tower facilities for the next 10-15 years for technology and 40 years for infrastructure.

## 2.3 NATIONAL TOWERS PROGRAM

The 'National Towers Program' consists of three project streams, comprising:

- (a) construction of new towers (Melbourne, Adelaide and Rockhampton);
- (b) refurbishment of existing towers; and
- (c) provision of new technology.

## 2.4 NEW TOWERS PROJECT AND THIS RFT

The National Towers Program includes one project stream: the 'New Towers Project' which involves the design and construction of three new ATC towers around Australia.

Concept design for the New Towers Project has resulted in the identification of 2 distinct tower types - those greater than 25 metres in height and those less than 25 metres in height.

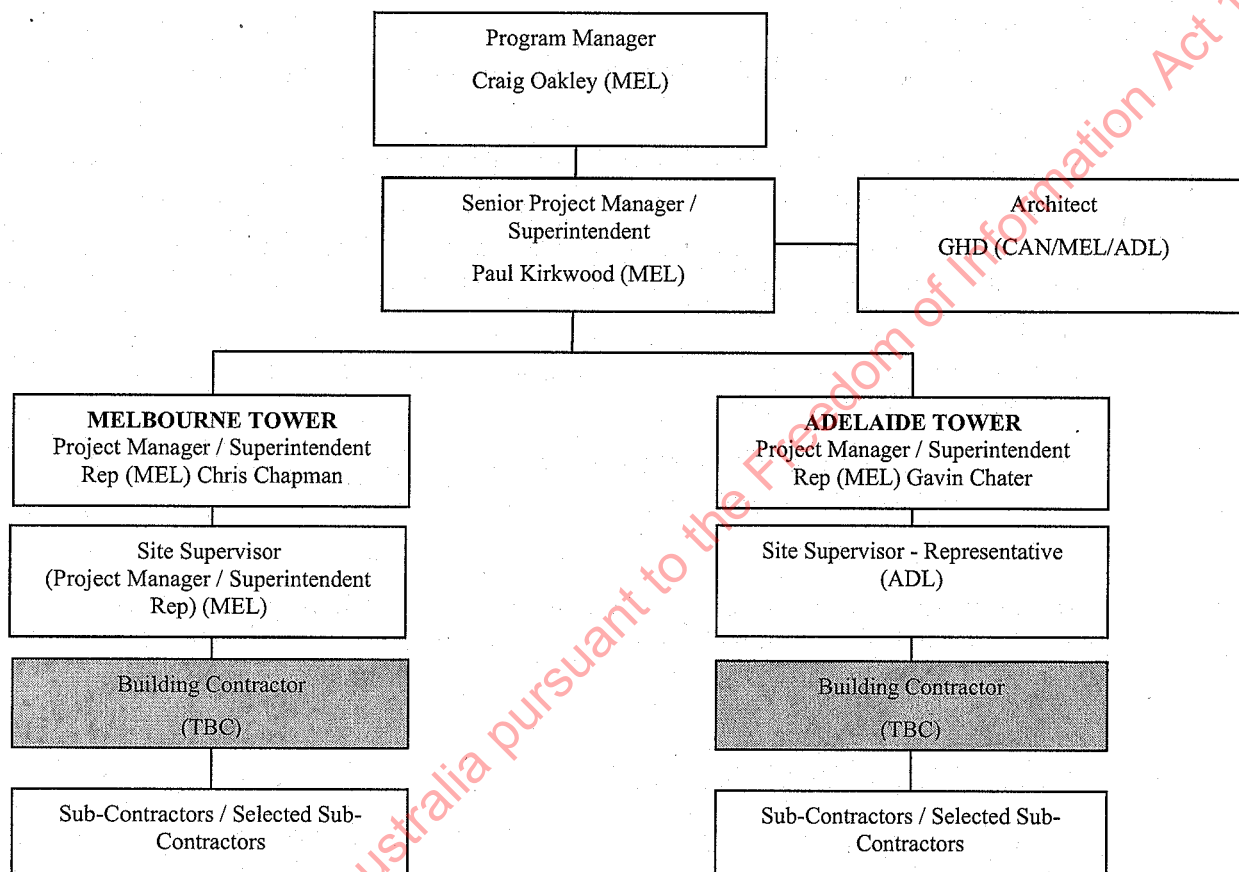
New towers greater than 25 metres in height will be constructed at Melbourne and Adelaide airports and detailed design in relation to these towers has proceeded and will be released by this select tender process.

This RFT specifically relates to the construction of two (2) new ATC towers, located at Melbourne Airport and at Adelaide Airport. **Tenderers may submit a Response in relation to EITHER the construction of the Melbourne New Tower OR the Adelaide New Tower OR the construction of the Melbourne New Tower AND the Adelaide New Tower.** These works are described in this Statement of Requirement. This RFT does not relate to any other part of the National Towers Program or the National Towers Project.

Each Project has progressed through the various concept, planning and approval processes to the point where documentation has been completed suitable for the calling of lump sum tenders for the construction phases of the Projects.

## 2.5 PROJECT TEAM

The AsA team in relation to the Projects is based in Tullamarine, Victoria (**Project Team**). The Project Team structure reporting chart is shown below.



### 3 SCOPE OF WORKS – MELBOURNE NEW TOWER AND/OR ADELAIDE NEW TOWER

#### 3.1 GENERAL SCOPE

The scope of Works consists of:

- (a) in relation to the Adelaide New Tower, the construction of a new ATC tower at Adelaide Airport; and
- (b) in relation to the Melbourne New Tower, the construction of a new ATC tower at Melbourne Airport.

The Contractor will be required to provide all plant, materials, labour and equipment necessary to complete construction of the Melbourne New Tower and/or Adelaide New Tower (as applicable), in accordance with:

- (a) the Drawings and Specifications, Schedules and other documents referred to in this Statement of Requirement;
- (b) any Site specific conditions/preliminaries and general requirements contained in this Statement of Requirement; and
- (c) the Conditions of Contract.

The Contractor will be responsible for the provision of the Works, including management and co-ordination of both separate and selected subcontractors.

#### 3.2 CONDITIONS OF CONTRACT

The successful Tenderer will enter into a contract based on the AS4000-1997 Amended General Conditions of Contract (as set out in Part 2 of this RFT and referred to as the “**Conditions of Contract**”) and undertake the Works in accordance with the Conditions of Contract.

#### 3.3 COMPLIANCE WITH THE NATIONAL CODE OF PRACTICE

The Contractor must comply with the National Code of Practice for the Construction Industry and the Implementation Guidelines in the performance of the Contractor’s activities. Compliance with the National Code or the Guidelines will not relieve the Contractor from its obligations under the Conditions of Contract, or otherwise.

It is also a condition of participation in this RFT that, at the time of lodgement of the Response, the Tenderer must not be:

- (a) precluded from tendering for Australian Government funded work; or;
- (b) subject to a judicial decision against them relating to employee entitlements, not including decisions under appeal, and have not paid the claim.

A failure to meet these conditions of participation will mean that the Tenderer will be automatically excluded from the RFT.

During the Works, the Contractor must attend and prepare and present at each Weekly Progress Meeting a status report on its compliance and/or non-compliance with the requirements of the National Code of Practice for the Building and Construction Industry. In the event a non-compliance is identified, the Contractor must immediately notify the Superintendent, and advise what remedial or corrective action(s) the Contractor intends to take and the timeframe for the action to be carried out and adopted.

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### 3.4 ACCREDITATION SCHEME

The Response must confirm that the Contractor is accredited, or is otherwise willing and able to obtain accreditation, under the Accreditation Scheme and permitting the Contractor to enter into contracts for building work.

**The Contractor must be accredited under the Accreditation Scheme prior to entering into the Conditions of Contract.**

The Contractor must maintain accreditation under the Accreditation Scheme at all times during which building work is being carried out and will be required to hold and maintain accreditation under the Accreditation Scheme during the course of the Project and for the term of the Conditions of Contract.

### 3.5 DESIGN TEAM

The following consultants have been responsible for the design of the Works:

DISCIPLINE	DESIGN CONSULTANT
Architecture	GHD
Structural Engineering	GHD
Civil Engineering	GHD
Hydraulic Engineering	GHD
Electrical Engineering	GHD
Fire Engineering	GHD
Communications and Data Engineering	GHD
Mechanical and Building Services Engineering	GHD
Security	GHD

### 3.6 MELBOURNE TOWER – SPECIFICATIONS, DRAWINGS AND OTHER DOCUMENTS

Attached in **Annexure A** to this Part 3 are the following working drawings, schedules, specifications, briefing information and associated documents for the Project as prepared/provided by Airservices Australia:

REF	DOCUMENT NAME	DATE / REVISION
	<b>DRAWINGS and SPECIFICATIONS</b>	<b>GHD</b>
	* Refer to <b>Annexure A</b> of this document for complete list of drawings and specifications.	
	<b>PRINCIPAL SUPPLIED DOCUMENTS</b>	<b>AIRSERVICES AUSTRALIA</b>
MEL6.1	SPEC-ESS01 / ASA – Requirements for the Preparation & Supply of Technical Drawings by External Contractor	Dated 24 September 2008, Issue No. 3
MEL6.2	PROC-170 / ASA TAS – Site Management	Dated 20 March 2009, Issue No. 4.1
MEL6.3	PROC-202 / ASA TAS – Induction Process & Management	Dated 20 March 2009, Issue No. 2
MEL6.4	AEI-3.1105 / ASA TAS – Inspection Intervals for Electrical and Mechanical Equipment	Dated 2 June 2009, Issue No. 24
MEL6.5	AEI-3.4109 / Non TAAATS Air-handling: Maintenance Procedure	Dated 15 February 2007, Issue No. 4
MEL6.6	AEI-3.4106 / RACs, Split Systems and Packaged Units: Maintenance Procedures	Dated 08 May 2009, Issue No. 4
MEL6.7	AEI-3.4114 / Non TAAATS Chillers: Inspection and Maintenance Procedure	Dated 27 September 2007, Issue No. 3
MEL6.8	AEI-3.4110 / Fire Isolation Exit Pressurization Systems: Maintenance Procedure	Dated 06 November 2006, Issue No. 2
MEL6.9	AEI-3.4099 / Hot Water Boilers: Performance Inspection and Maintenance Procedure	Dated 04 October 2007, Issue No. 4
MEL6.10	AEI-3.3301 / Primary and Standby Generators: Performance Inspection and Maintenance Tasks	Dated 02 June 2009, Issue No. 18
MEL6.11	Attachment 1 Risk Assessment Forms	
MEL6.12	Attachment 2 OH&S Performance Reports	
MEL6.13	Attachment 3 OH&S Management System	
MEL6.14	Attachment 4 Health and Safety Plan	
MEL6.15	AEI-3.4000 / Storage and Management of Diesel Fuel for Standby Power Generators	Dated 02 June 2009, Issue No. 9
MEL6.16	AEI-3.4061 / Site Earthing and Lightning Protection Systems: Performance Inspection and Maintenance Procedure	Dated 07 February 2008, Issue No. 4
MEL6.17	AEI-3.3007 / General Electrical Equipment: Performance Inspection Tasks	Dated 02 April 2009, Issue No. 8

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MEL6.18	AEI-3.3002 / Power Distribution & reticulation: Electrical Performance Inspection Tasks	Dated 25 March 2009, Issue No. 11
MEL6.19	AA-PROC-SAF-0013 / ASA Drug and Alcohol Management Procedure	2009
MEL6.20	AsA Initial Asset Capitalisation	Version 3, March 2008
MEL6.21	Typical AsA Asset Register	August 2009
	<b>AIRPORT OPERATOR DOCUMENTS</b>	<b>APAM</b>
MEL6.22	Melbourne Airport / Development Manual, Capital & Maintenance Works, Chapter 3, Buildings Approval Guide	Version 1.0 – July 2005
MEL6.23	Melbourne Airport / Construction Environmental Management Plan Requirements for Development	Version 1.1
MEL6.24	Melbourne Airport Environment Strategy 2008 – Preliminary Draft	2008
MEL6.25	CR 5219 Existing Services – Airservices Australia	
MEL6.26	Hume City Council – Code of Practice for Building and Works	
MEL6.27	GHD – Early Works Package Drawing Folder (for information only).	
MEL6.28	Indicative Site Compound Area	
	<b>END</b>	

### 3.7 ADELAIDE TOWER – SPECIFICATIONS, DRAWINGS AND OTHER DOCUMENTS

Attached in **Annexure B** to this Part 3 are the following working drawings, schedules, specifications, briefing information and associated documents for the Project as prepared/provided by Airservices Australia:

Note: Adelaide drawings are for information purposes only. 100% documentation will be issued as per timetable listed in Part 1 - Conditions of Tender, Section 2.8, Table 1.

REF	DOCUMENT NAME	DATE / REVISION
	<b>DRAWINGS and SPECIFICATIONS</b>	<b>GHD</b>
	* Refer to <b>Annexure B</b> of this document for complete list of drawings and specifications.	
	<b>PRINCIPAL SUPPLIED DOCUMENTS</b>	<b>AIRSERVICES AUSTRALIA</b>
ADL6.1	SPEC-ESS01 / ASA – Requirements for the Preparation & Supply of Technical Drawings by External Contractor	Dated 8 March 2005, Issue No. 2
ADL6.2	PROC-170 / ASA TAS – Site Management	Dated 20 March 2009, Issue No. 4.1
ADL6.3	PROC-202 / ASA TAS – Induction Process & Management	Dated 20 March 2009, Issue No. 2
ADL6.4	AEI-3.1105 / ASA TAS – Inspection Intervals for Electrical and Mechanical Equipment	Dated 14 January 2009, Issue No. 23
ADL6.5	AEI-3.4109 / Non TAAATS Air-handling: Maintenance Procedure	Dated 15 February 2007, Issue No. 4
ADL6.6	AEI-3.4106 / RACs, Split Systems and Packaged Units: Maintenance Procedures	Dated 08 May 2009, Issue No. 4
ADL6.7	AEI-3.4114 / Non TAAATS Chillers: Inspection and Maintenance Procedure	Dated 27 September 2007, Issue No. 3
ADL6.8	AEI-3.4110 / Fire Isolation Exit Pressurization Systems: Maintenance Procedure	Dated 06 November 2006, Issue No. 2
ADL6.9	AEI-3.4099 / Hot Water Boilers: Performance Inspection and Maintenance Procedure	Dated 04 October 2007, Issue No. 4
ADL6.10	AEI-3.3301 / Primary and Standby Generators: Performance Inspection and Maintenance Tasks	Dated 02 June 2009, Issue No. 18
ADL6.11	Attachment 1 Risk Assessment Forms	
ADL6.12	Attachment 2 OH&S Performance Reports	
ADL6.13	Attachment 3 OH&S Management System	
ADL6.14	Attachment 4 Health and Safety Plan	
ADL6.15	AEI-3.4000 / Storage and Management of Diesel Fuel for Standby Power Generators	Dated 02 June 2009, Issue No. 9
ADL6.16	AEI-3.4061 / Site Earthing and Lightning Protection Systems: Performance Inspection and	Dated 07 February 2008, Issue No. 4

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	Maintenance Procedure	
ADL6.17	AEI-3.3007 / General Electrical Equipment: Performance Inspection Tasks	Dated 02 April 2009, Issue No. 8
ADL6.18	AEI-3.3002 / Power Distribution & reticulation: Electrical Performance Inspection Tasks	Dated 25 March 2009, Issue No. 11
ADL6.19	AA-PROC-SAF-0013 / ASA Drug and Alcohol Management Procedure	2009
ADL6.20	AsA Initial Asset Capitalisation	Version 3, March 2008
ADL6.21	Typical AsA Asset Register	August 2009
	<b>AIRPORT OPERATOR DOCUMENTS</b>	<b>ADELAIDE AIRPORTS LIMITED</b>
ADL6.22	Adelaide Airport Limited / Consent to Building Activity Adelaide Airport	May 2002
ADL6.23	Adelaide Airport / Guidelines for Environmental Site Assessments at Adelaide and Parafield Airports	July 2008
ADL6.24	Adelaide Airport / Adelaide and Parafield Airport Tenant Environmental Management Plan Guidelines	April 2008
ADL6.25	Adelaide Airport Limited / Induction Pack for Contractors / Site Rules and Conditions for Contractors.	June 2006
ADL6.26	Adelaide Airport Limited / Induction Pack for Contractors / Airside Operating Conditions for Contractors.	June 2006
ADL6.27	AAL Drawings C1513, Sheet 004 – Compound Location Plan	August 2009
ADL6.28	AAL Drawings C1513, Sheet 005 – Longterm Carpark Extension Location Plan	August 2009
	<b>END</b>	

## 4 MELBOURNE TOWER – SITE SPECIFIC CONDITIONS AND PRELIMINARIES

### 4.1 INTRODUCTION

The Site Specific Conditions include Preliminaries items which will apply specifically to the conditions of the Site and the Project in respect of the Melbourne New Tower.

The Site Specific Conditions:

- (a) must be read in conjunction with the Conditions of Contract and will be additional to and not reduce or modify the requirements in the Conditions of Contract; and
- (b) are not subject to escalation and must be based on the Contractor's own assessment of the period to be covered by the Tender Construction Program, including but not limited to delays for which extensions of time are not permitted under the Conditions of Contract.

### 4.2 INDICATIVE KEY MILESTONES FOR THE PROJECT

The following table shows the indicative key milestone dates for the Project in relation to the Melbourne New Tower:

Principal's Early Works Package*	October 2009 – January 2010 (approx)
Site available to Contractor	February 2010 (approx)
Forecast completion	(Contractor to advise)

Tenderers submitting a Response in relation to both the Melbourne New Tower and the Adelaide New Tower will be required, in their Response, to indicate a proposed construction program for both towers and provide a list of advantages/disadvantages arising out of sequential or concurrent construction.

**\*Note:** *the Early Works Package does not form part of this RFT or the Conditions of Contract.*

### 4.3 AIRPORT OPERATOR

Melbourne Airport is located 22 kilometres from the city of Melbourne and is Australia's major southern gateway for passengers and freight. Privatised in July 1997, Melbourne Airport is now operated by Australia Pacific Airports (Melbourne) Pty Ltd. The Airport Operator's registered business name is Melbourne Airport.

As Melbourne Airport is a privately-owned airport, building works are subject to regulatory controls by the Federal Government under Part 5 of the Airports Act, any relevant Airports Regulations including the Airports (Building Control) Regulations.

AsA and its consultants have been communicating with the Airport Operator throughout the design and documentation phase of the Project relating to the New Melbourne Tower, resulting

in the Development Approval being granted by the Airport Operator for construction of the Works.

The Contractor will be required to have regular contact with the Airport Operator throughout the construction phase of the Works via, or in conjunction with, the Superintendent. The Contractor shall allow for, observe, abide by, and co-ordinate all procedures, permits, and requirements outlined in the Principal Supplied Documents and any documents provided by the Airport Operator.

#### 4.4 AIRPORT BUILDING CONTROLLER (ABC)

The Federal Government has retained responsibility for ensuring that building works in relation to the Melbourne Airport are designed and constructed in accordance with appropriate standards, and has appointed (through the Department of Infrastructure, Transport and Regional Development) the Airport Building Controller, as follows:

Philip Chun & Associates  
Airport Environment Protection and Building Control Office  
Level 2, International Terminal  
Melbourne Airport VIC 3045  
Contact: Mr Jadran Genda (ABC)

Tel: 03 9338 5226

PO Box 594, Canberra ACT 2601

The ABC may be changed, in the absolute discretion of the Airport Operator.

The Contractor will be required to have regular contact with the ABC throughout the construction phase of the Works via, or in conjunction with, the Superintendent. AsA will arrange for payment of associated application or permit fees, however the Contractor must allow for all costs arising out of or in connection with the co-ordination of, liaison with and application for related permits, as required. Information in this respect is included in the Principal Supplied Documents (although the Contractor is responsible for ensuring that it has full details in relation to these matters).

The ABC may, from time to time during the course of the Project in relation to the Melbourne New Tower, inspect the Works and the activities of the Contractor to ascertain whether building works are carried out in accordance with the Building Code of Australia or any other requirements of the ABC. The Contractor will be required to co-ordinate and allow access as required for the ABC to carry out inspections and tests, and shall supply all certificates of compliance and supporting documentation to the ABC (as required by the ABC) for the purpose of achieving a certificate of occupancy. If any non compliance by the Contractor is noted by the ABC, appropriate action necessary to remedy such non-compliance will be the responsibility of the Contractor.

## 4.5 AIRPORT ENVIRONMENT OFFICER

The Department of Infrastructure, Transport and Regional Development has selected an Airport Environment Officer (AEO) for Melbourne Airport, as follows:

Mr Bryan Perry (AEO)  
Airport Environment Protection and Building Control Office  
Level 2, International Terminal  
Melbourne Airport VIC 3045

Tel: 03 9338 5943

PO Box 594, Canberra ACT 2601

The Contractor will be required to have regular contact with the AEO throughout the construction phase of the Works via, or in conjunction with, the Superintendent. Specifically, the Contractor is responsible for preparing all documentation and lodging the Environment Management Plan (defined in more detail in the Principal Supplied Documents). The Contractor must allow for all costs arising out of or in connection with the co-ordination of, liaison with and application, as required. Information in this respect is included in the Principal Supplied Documents (although the Contractor is responsible for ensuring that it has full details in relation to these matters).

## 4.6 PERMITS TO WORK

There is a range of AsA, Airport Operator, ABC, AEO and associated stakeholder permits that the Contractor will be required to obtain. These permits form part of a system that ensures an adequate level of public safety, contractor safety and protection of property and business.

The Contractor must follow the Principal's process for obtaining all permits for the Works and will be responsible for applying for and obtaining all such permit approvals prior to commencing any part of the Works. The Contractor shall ensure that all applications and permits are jointly viewed and signed by themselves and the Superintendent.

The permits will include, but are not be limited to the following: Building Consents (issued by Airport Operator and ASA), Building Works Permit (issued by ABC), Permit to Commence Works (PERCOW) (issued by Airport Operator and ASA), Certificate of Compliance (issued by ABC), etc.

The Contractor shall allow for costs, observe, abide by, and co-ordinate all procedures, permits, and requirements outlined in the Principal Supplied Documents or as otherwise required by the Airport Operator.

## 4.7 CONSTRUCTION SITE COMPOUND (MEL)

The Melbourne New Tower will be located at the West boundary of the existing AsA compound. The proposed Construction Site Compound is located landside and may be directly accessed via Tower Road, Tullamarine (through the AsA security gates and compound).

The plan of the proposed Construction Site Compound is referred to in Annexure A. The Contractor shall, unless otherwise agreed by the Superintendent, confine all of its operations and the Works strictly within the minimum area necessary for the execution of the Works.

The Works (and Construction Site Compound) will be located landside. As such, the Site is accessible via public access roads for the duration of the Project. Additionally, the Contractor will need to undertake all Works within the relevant rules and regulations set down by AsA and the Airport Operator. This will include (but is not limited to) all safety and security requirements such as; access, escorts, access passes, size and location of the Construction Site Compound, temporary services, waste management, fencing and similar requirements.

Site security must be provided to the satisfaction of the Superintendent and the Airport Operator.

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## 5 ADELAIDE NEW TOWER – SITE SPECIFIC CONDITIONS AND PRELIMINARIES

### 5.1 INTRODUCTION

The Site Specific Conditions include Preliminaries items which will apply specifically to the conditions of the Site and the Project in respect of the Adelaide New Tower.

The Site Specific Conditions:

- (a) must be read in conjunction with the Conditions of Contract and will be additional to and not reduce or modify the requirements in the Conditions of Contract; and
- (b) are not subject to escalation and must be based on the Contractor's own assessment of the period to be covered by the Tender Construction Program, including but not limited to delays for which extensions of time are not permitted under the Conditions of Contract.

### 5.2 INDICATIVE KEY MILESTONES FOR THE PROJECT

The following table shows the indicative key milestone dates for the Project in relation to the Adelaide New Tower:

Site available to Contractor

February 2010 (approx)

Forecast completion

(Contractor to advise, refer indicative program)

Tenderers submitting a Response in relation to both the Melbourne New Tower and the Adelaide New Tower will be required, in their Response, to indicate a proposed construction program for both towers and provide a list of advantages/disadvantages arising out of sequential or concurrent construction.

### 5.3 AIRPORT OPERATOR

Adelaide Airport is located approximately 7 kilometres from the city of Adelaide and is South Australia's major gateway for passengers and air freight. Privatised in 1999, Adelaide Airport is now operated by Adelaide Airport Limited (AAL). The Airport Operator's registered business name is Adelaide Airport.

As Adelaide Airport is a privately-owned airport, building works are subject to regulatory controls by the Federal Government under Part 5 of the Airports Act, any relevant Airports Regulations and the Airports (Building Control) Regulations.

AsA and its consultants have been communicating with the Airport Operator throughout the design and documentation phase of the Project in relation to the Adelaide New Tower, resulting in Development Approval being granted for construction of the Works.

The Contractor will be required to have regular contact with the Airport Operator throughout the construction phase of the Works via, or in conjunction with, the Superintendent. The Contractor shall allow for, observe, abide by, and co-ordinate all procedures, permits, and requirements outlined in the Principal Supplied Documents and any documents provided by the Airport Operator.

## 5.4 AIRPORT BUILDING CONTROLLER (ABC)

The Federal Government has retained responsibility for ensuring that building works in relation to the Adelaide Airport are designed and constructed in accordance with appropriate standards, and has appointed (through the Department of Infrastructure, Transport and Regional Development) the Airport Building Controller, as follows:

Tonkin Consulting  
Airport Environment Protection and Building Control Office  
Level 7, 55 Curie Street  
Adelaide SA 5000  
Contact: Mr David Nash (ABC)

Tel: 08 8110 2220

PO Box 538, Adelaide SA 5000

The ABC may be changed, in the absolute discretion of the Airport Operator.

The Contractor will be required to have regular contact with the ABC throughout the construction phase of the Works via, or in conjunction with, the Superintendent. AsA will arrange for payment of associated application or permit fees, however the Contractor must allow for all costs arising out of or in connection with the co-ordination of, liaison with and application for related permits, as required. Information in this respect is included in the Principal Supplied Documents (although the Contractor is responsible for ensuring that it has full details in relation to these matters).

The ABC may, from time to time during the course of the Project in relation to the Adelaide New Tower, inspect the Works and the activities of the Contractor to ascertain whether building works are carried out in accordance with the Building Code of Australia or any other requirements of the ABC. The Contractor will be required to co-ordinate and allow access as required for the ABC to carry out inspections and tests, and shall supply all certificates of compliance and supporting documentation to the ABC (as required by the ABC) for the purpose of achieving a certificate of occupancy. If any non compliance by the Contractor is noted by the ABC, appropriate action necessary to remedy such non-compliance will be the responsibility of the Contractor.

## 5.5 AIRPORT ENVIRONMENT OFFICER

The Department of Infrastructure, Transport and Regional Development has selected an Airport Environment Officer (AEO) for Adelaide Airport, as follows:

Ms Maria Furulis (AEO)  
Airport Environment Protection and Building Control Office  
Level 7, 55 Curie Street  
Adelaide SA 5000

Tel: 08 8110 2221

PO Box 538, Adelaide SA 5000

The Contractor will be required to have regular contact with the AEO throughout the construction phase of the Works via, or in conjunction with, the Superintendent. Specifically, the Contractor is responsible for preparing all documentation and lodging the Environment Management Plan (defined in more detail in the Principal Supplied Documents). The Contractor must allow for all costs arising out of or in connection with the co-ordination of, liaison with and application, as required. Information in this respect is included in the Principal Supplied Documents (although the Contractor is responsible for ensuring that it has full details in relation to these matters).

## 5.6 PERMITS TO WORK

There is a range of AsA, Airport Operator, ABC, AEO and associated stakeholder permits that the Contractor will be required to obtain. These permits form part of a system that ensures an adequate level of public safety, contractor safety and protection of property and business.

The Contractor must follow the Principal's process for obtaining all permits for the Works and will be responsible for applying for and obtaining all such permit approvals prior to commencing the Works. The Contractor must ensure that all applications and permits are jointly viewed and signed by the Contractor and the Superintendent.

The permits will include, but are not limited to, the following: Building Consent (issued by Airport Operator and ASA), Building Works Permit (issued by ABC), Permit to Commence Works (Consent to Building Activity) (issued by Airport Operator and ASA), Certificate of Compliance (issued by ABC), etc.

The Contractor must allow for costs, observe, abide by, and co-ordinate all procedures, permits, and requirements outlined in the Principal Supplied Documents.

## 5.7 CONSTRUCTION SITE COMPOUND (ADELAIDE)

The Adelaide New Tower will be located within the (existing/former) Adelaide Airport Long Term Carpark which is located landside. The proposed building Construction Site Compound can be accessed via Sir Richard Williams Avenue (also landside) for the duration of the project.

The proposed Construction Site Compound is referred to in Annexure B (Drawing C1513, Sheet 004). The Contractor must, unless otherwise agreed by the Superintendent, confine all of its operations and the Works strictly within the Airservices lease area and nominated area for Contractors Compound in the first instance. An alternate area for Contractors Compound is also nominated, with the proviso that the Contractor provides prior additional/equivalent carparking spaces as per Drawing C1513, Sheet 005.

The Works (and Construction Site Compound) will be located landside. As such, the Site is accessible via public access roads, for the duration of the Project. Additionally, the Contractor will need to undertake all Works within the relevant rules and regulations set down by AsA and the Airport Operator. This will include (but is not limited to) all safety and security requirements such as; access, escorts, access passes, size and location of the Construction Site Compound, temporary services, waste management, fencing and similar requirements.

Site security must be provided to the satisfaction of the Superintendent and the Airport Operator. The Contractor should be cognisant of the adjacent long term car parking and associated risks.

## 5.8 SITE ACCOMMODATION

The Contractor must provide on-site office accommodation for the visiting Project Manager/Superintendent and Site Supervisor (or Principal). This must comprise one lockable air-conditioned office with 2 workstations/desks with electrical and data (telephone/internet) outlet requirements. The office should also include one lockable filing cabinet, and a drawings /meeting table and chairs.

Released by Airservices Australia pursuant to the Freedom of Information Act 1982

## 6 GENERAL

### 6.1 PRELIMINARIES

The Preliminaries shall include fees, activities, general plant and equipment and labour necessarily undertaken during a construction, refurbishment or demolition process but which are not permanent physical parts of construction and are not directly associated with individual permanent physical parts or components of construction.

The Preliminaries component will apply to each of the Melbourne New Tower and the Adelaide New Tower, unless specifically identified otherwise.

The Preliminaries must be read in conjunction with the Conditions of Contract, and shall be additional to and not reduce or modify the respective requirements in the Conditions of Contract. The Preliminaries are not subject to escalation, and must be based on the Contractor's own assessment of the period to be covered by the approved Tender Construction Program, including delays for which extensions of time are not permitted under the Conditions of Contract.

Where staff and labour costs are involved in Preliminaries, the contract sum under the Conditions of Contract must include all on-costs such as accident compensation, insurance, superannuation, long service leave, holidays with pay, public holidays, sick leave, wet weather pay, payroll tax, Site allowances, future cost increases, and any other indirect labour costs for the duration of the Conditions of Contract.

Due to the nature of the Site, its occupants and its operational characteristics, the Contractor must comply at all times with all Site specific conditions outlined in this Statement of Requirement and/or raised by the Superintendent or the Airport Operator.

### 6.2 PROJECT CENTRE – COLLABORATIVE WEB BASED MANAGEMENT TOOL

AsA is intending to run each of the Projects via a web-based collaborative project management system called Project Centre.

In summary, Project Centre provides a secure web based system for managing construction projects throughout design, construction and operating phases of the project; for the Developers, Contractors, and Owners.

Project Centre allows advanced collaboration between all members of the project and design consultants, project manager, client, contractor, subcontractors and suppliers to all work from a single web based server. For more information, the Contractor may refer to the website: [www.projectcentre.net](http://www.projectcentre.net).

The Tenderer must, in its Response, provide confirmation of agreement by the Contractor to use Project Centre, along with details of the relevant experience of the Contractor in relation to this form of project management. The Contractor will be required to participate in this collaborative system, including submission of progress claims, RFIs, and variations etc.

## 6.3 ADMINISTRATION

### 6.3.1 SUPERVISION

Within the period of ten (10) days prior to commencing any Works on the Site, the Contractor must advise the Superintendent of the name and contact details of the supervisory staff responsible for Project functions. This must include the appropriate details for working hours and after hours. The nominated person must have the full authority of the Contractor to act immediately on its behalf in the case of an emergency.

Supervisory staff must include, but will not be limited to:

- a) Project Management
- b) Site management
- c) Administration / cost planning
- d) Project engineering
- e) Services co-ordination
- f) Site supervision including general Foreman
- g) Programming
- h) First Aid
- i) Surveying and setting out
- j) Industrial relations
- k) Safety and Welfare
- l) Cleaning and maintenance of Site accommodation (including Superintendent / Principal's accommodation) and amenities, hoardings, signage, etc. and the Site generally
- m) Quality Assurance

The Contractor is to provide efficient and appropriate Site supervision, management and administration as necessary for the proper performance of the Works, workmen and workmanship. The Contractor is to keep nominated key construction supervisors constantly on the Works from commencement of the Works to the date of practical completion (as defined in the Conditions of Contract). The Contractor will notify the Superintendent and obtain the Superintendent's consent in writing at least five (5) days prior to substituting any other persons for those nominated.

### 6.3.2 PROJECT START UP WORKSHOP

Within five (5) days of execution of the Conditions of Contract, the Contractor must facilitate a half-day (minimum) Project Start-Up Workshop. The workshop will be held in conjunction with the Superintendent and located in Melbourne. The Superintendent will chair the workshop and the Contractor will prepare minutes and distribute to all attendees within three (3) days of the workshop. The provision of this workshop is to be included within the Tenderer's costs and program in its Response.

The purpose of the workshop is to review Project requirements, team members, set ground rules and promote a team working environment for the ongoing management of the Project.

### 6.3.3 SITE MEETINGS

The Contractor shall hold and attend regular Site meetings to discuss the Works with the Superintendent. Site meetings will be held on-Site weekly, or additional as required for each of the Melbourne New Tower and the Adelaide New Tower. A senior representative of the Contractor must be present at each meeting, and shall arrange for the attendance of staff, subcontractors and/or suppliers as may be required or requested by the Superintendent.

The Superintendent shall chair such meetings and shall prepare meeting minutes and distribute to all attendees within three (3) business days of the meeting. The inclusion in the record of the proceedings of such a meeting of any instruction given by the Superintendent shall, upon confirmation of such record at a subsequent meeting, cause such instruction to be deemed a Superintendent's written instruction in accordance with the Conditions of Contract. Alternatively, the Contractor may confirm such an instruction in writing to the Superintendent, as provided by the Conditions of Contract.

The Contractor shall submit a weekly progress report at least one (1) day prior to the meeting, containing as a minimum:

- Program (an updated program showing status against baseline), Extensions of Time;
- Costs, Variations;
- Co-Ordination Matters;
- RFIs;
- Safety.

#### 6.3.4 MANAGEMENT MEETINGS

In relation to the Adelaide New Tower and the Melbourne New Tower Projects (as applicable), the Contractor is to attend monthly management meetings in Melbourne to discuss the Works with the Superintendent. A senior representative of the Contractor must be present at each meeting.

The Contractor is to submit a monthly progress report at least one (1) day prior to the meeting, containing as a minimum:

- ➔ the progress of the Contractor in providing the Works and achieving milestones set out in the construction program, and where milestones are not being or have not been, achieved, or are not reasonably likely to be achieved, on or before the applicable milestone date set out in the construction program;
- ➔ the actions to be taken to ensure that the relevant milestone will be achieved promptly after the applicable milestone date; and/or
- ➔ the progress of the Contractor in achieving milestones or implementing actions, that were the subject of previous monthly progress reports;
- ➔ a summary of significant work activities or issues (including those undertaken by subcontractors) being undertaken or required to be addressed in the current reporting period;
- ➔ a summary of significant work activities or issues expected to be undertaken or requiring to be addressed in the next reporting period;
- ➔ a summary of progress against the construction program;
- ➔ a summary of the current status of all deliverables;
- ➔ a financial summary, including:
  - ➔ updated cash flow forecast;
  - ➔ costs to date;
  - ➔ approved variations;
  - ➔ forecast variations;
  - ➔ forecast cost at completion;
- ➔ a list of all progress meeting issue items and their status;
- ➔ a copy of a Risk & Issue Register which reflects the current status of risks and issues;
- ➔ a copy of a Request for Information Register, which records all activities relating to the reporting period;
- ➔ a construction program (including an updated program in bar chart format showing status against baseline), extensions of time; costs, variations; co-ordination matters; RFIs; Safety.
- ➔

### 6.3.5 CONTRACTOR'S DISBURSEMENTS

The Contractor shall allow for all disbursements, including but not limited to air and road travel, accommodation, printing, copying, etc. For the avoidance of doubt, the Contractor shall allow for all disbursements associated with managing an interstate project, if required.

### 6.3.6 CONCURRENT WORKS

During the time for the carrying out of the Works, the Principal may have other works and services being performed adjacent or near to the Site, by other contractors. The Contractor shall liaise with the Superintendent and those contractors and co-ordinate the Works as necessary and share access roads if required.

### 6.3.7 ACCESS FOR SEPARATE CONTRACTORS / SUB-CONTRACTORS

The Principal may, in its discretion, have performed works and services as part of its development of the infrastructure and services to facilitate improved business service at the Site. This will require a number of preliminary works, some parallel works and works subsequent to the completion of the Works.

The nature and location of some of these works and services may require the Contractor to plan, monitor and control the performance of the Works in several distinct stages so that key milestones are met to allow the Principal (or its contractors) to progress other associated works and services.

The Contractor shall allow for the protection of all work by other contractors against damage and shall recompense the other contractors for damage caused to any other contractors' work due to any neglect or default by the Contractor.

### 6.3.8 ACCESS FOR VISITORS

The Principal may take any visitor onto the Site, via co-ordination through the Superintendent. The Principal will notify the Contractor beforehand and comply with the Contractor's reasonable directions regarding health and safety.

### 6.3.9 ACCESS FOR PRINCIPAL'S CONSULTANTS

The Contractor shall allow access for the Principal's consultants to carry out inspections, reporting, witnessing and testing and other activities as required during the performance of the Works. The Contractor must ensure that it provides adequate notification to the Superintendent for each of the necessary inspections, witnessing and testing points.

### 6.3.10 ON-SITE DOCUMENTS

In addition to the documents referred to in the Conditions of Contract, the Contractor shall keep at the Site in good order a full set of stamped building permit documents or any other document identified by any Authority (as defined in the Conditions of Contract), which shall be kept in a secure place and which shall not be made available for general use on the Site, but which together with the documents referred to in the Conditions of Contract shall be made available for use only by the Contractor's employees supervising the Works as referred to in the Conditions of Contract, and the Superintendent.

### 6.3.11 STATUTORY REQUIREMENTS

The Contractor shall, at his own expense, comply with and give all notices required by any legislative requirement or any Authority (both as defined in the Conditions of Contract). Following a request from the Superintendent, completion of the Works or termination of the Conditions of Contract, for any reason, the Contractor shall surrender to the Superintendent any documents in its possession issued by or evidencing the approval of Authorities in connection with the Works. The Superintendent may order that performance of the Works to which any such requirement applies, shall not be undertaken until such evidence is supplied.

If the Contract Materials (as defined in the Conditions of Contract) are, or may be, at variance with any statutory requirements, the Contractor is to immediately notify the Superintendent in writing. Any of the Works carried out contrary to such statutory requirements and without such notification to the Superintendent may be rejected.

### 6.3.12 AIRSERVICES DRUG AND ALCOHOL POLICY

Airservices Australia is committed to protecting the health and safety of all employees, contractors, consultants, customers and members of the public by minimising accidents, incidents and injuries. This commitment involves maintaining a drug and alcohol free workplace. All contractors retain the responsibility to be fit for duty and adhere to Airservices Australia Drug and Alcohol Management Procedure (DAMP). All contractors working on behalf of Airservices Australia and their employees and subcontractors will be required to complete Airservices Australia's drug and alcohol training prior to commencing duty.

All contractors, their employees and subcontractors may be subject to other screening tests under Airservices Australia DAMP. For further details please see the DAMP policy document.

## 6.4 GENERAL SITE CONDITIONS

The following general Site conditions apply to the Works (both the Melbourne New Tower and the Adelaide New Tower).

### 6.4.1 AVIATION INDUSTRY SECURITY

Airports, associated infrastructure and facilities are divided into 2 categories of area separation: "Landside" and "Airside". Access within and between landside and airside areas, and into the AsA compound is tightly controlled by security measures.

Access and the requirement for security cards directly in and out of the Construction Site Compound will be dependent upon its location – refer to Site Specific Conditions and Preliminaries.

The Contractor is required to comply with all security and access arrangements required by AsA and the Airport Operator and its authorities.

AsA will provide the Contractor with access to the AsA compound and/or facilities for the purpose of providing the Works, subject to personnel complying with security requirements. The Contractor must agree with the Superintendent regarding the type and quantity of cards and passes to be provided for the Works.

Individuals who require access to security restricted areas of AsA and/or Airports will require either an Airservices ID Card or an ASIC (Aviation Security Identification Card).

➔ Airservices ID Card

Airservices ID cards are for use by staff and contractors who do not require unescorted access to 'Landside Security Zones' within AsA facilities or other facilities within the Landside area of a security controlled airport.

The Contractor should be aware that applications for the Airservices ID Card includes a Police Record Check (PRC) and provision of Identification Documents and a photograph. Processing times vary, but are usually completed within a few weeks. AsA will cover the cost of each application.

➔ ASIC (Aviation Security Identification Card)

ASICs are for use by staff and contractors who require unescorted access to either Landside or Airside Security Zones for the purpose of their employment.

Further, the ASIC applications undergo extensive background checking with the Australian Federal Police, Australian Security and Intelligence Organisation and the Department of Immigration and Multicultural Affairs. Individuals requiring the issue of a security access identification card, who are not Australian citizens, must provide a police records check from their home country to AsA with their completed application form. ASIC applications and processing times vary upon the individual and can take up to 12 weeks, sometimes longer. The Contractor will need to allow for \$170 for each ASIC application.

The Contractor shall consider all of the above in its planning of the Works, and allow for time in the program for application of cards. It is strongly suggested that the Contractor submit applications for relevant personnel directly upon appointment. No time or cost variation / claim will be considered for delays related to application process, or re-submission following rejection of application of an individual, or for lost and/or replacement cards. The Contractor is advised that all lost/replacement ID and ASIC cards will be at the cost of the Contractor of \$170 each.

#### 6.4.2 SITE ACCESS, CIRCULATION AND PARKING

The Contractor shall provide safe movement and security for pedestrians and vehicles on public roads and land adjacent to the Site at all times. The Contractor shall provide and operate required traffic safety and control equipment, including barricades, signs and lights. The Contractor shall provide and operate additional traffic control equipment required by the relevant authorities, if any, and the personnel to operate such equipment if required.

The Contractor shall be responsible for isolating work areas in a safe manner to prevent access of the general public from entering work areas. The level of security provided by any temporary fencing shall be lockable and prevent the general public from entering work or storage areas. Three (3) keys to the lockable gate must be provided to the Superintendent at the commencement of the works to enable emergency access.

The Contractor is to arrange parking facilities as required for all Contractor, subcontractors and goods/material deliveries and handling. The Contractor shall provide all necessary temporary crossovers, ramps and the like for vehicular access to the Site.

The Contractor shall submit details of Site access / circulation to the Superintendent for approval, at least twenty (20) business days before commencing any works on Site.

#### 6.4.3 SIGNAGE AND SIGNBOARD

The Contractor shall supply and install appropriate signage for the Site to advise visitors to the Site clearly and in accordance with Occupational Health and Safety guidelines.

The Contractor shall provide and install an approved project signboard in the location to be indicated by the Superintendent within five (5) business days of first access to the Site. The Contractor shall obtain the required design and text from the Superintendent prior to commencing any Work on Site, and shall submit construction details of the signboard to the Superintendent for approval by the Airport Operator. The signboard shall be unobstructed, well secured and maintained in good condition until practical completion of the Works under the Conditions of Contract.

The Superintendent and/or Principal may provide additional signboards at any time. The Contractor shall cooperate and coordinate with the Principal's sign installation and shall maintain the Principal's signboards until practical completion of the Works under the Conditions of Contract.

The Contractor shall not install or display other signs or advertisements without prior approval of the Superintendent. The Contractor shall remove any signage or advertisements immediately if instructed to do so by the Superintendent.

#### 6.4.4 WORKS ACCOMMODATION AND AMENITIES

The Contractor shall provide works accommodation that is neat, clean, well constructed, watertight and well lit, ventilated and maintained at all times. The Contractor shall make this accommodation available for the use by the Contractor's personnel, its subcontractors, and any other personnel directly engaged by the Principal and/or Superintendent.

The Contractor shall erect the Site works accommodation before commencement of the Works and shall be responsible for removal and make good at practical completion of the Works under the Conditions of Contract. The Contractor shall provide for all Authorities' applications and approvals, service connections and associated costs.

The Contractor shall provide all Site amenities and requirements in accordance with the relevant state requirements. These shall include, but are not be limited to; ablution facilities, lunch room, first aid room, change room and sanitary accommodation (including safe and secure area for females).

#### 6.4.5 CO-ORDINATION OF SEPARATE SUB-CONTRACTORS

The Contractor is required to co-ordinate other contractor/s engaged by the Principal for services inter-related with the Works. The Contractor will be responsible for the co-ordination of their services and works.

#### 6.4.6 TEMPORARY SERVICES FOR SITE

##### Electricity

The Contractor shall arrange a temporary electricity connection to the Site with the relevant supply Authority and pay all associated charges and usage fees. The Contractor must allow for all temporary electrical switchboards and cabling to service the Site. Lead stands to support extension leads a minimum of 2.5m above the ground are to be provided.

##### Lighting

The Contractor will provide temporary access lighting and the necessary task lighting to undertake the Works.

The Contractor shall note that any working hours which require Site lighting, specifically in the evening, will require permission and approval by AsA and the Airport Operator to ensure no disruption to aircraft and/or ATC systems and personnel.

##### Night Lighting

The Contractor shall obtain all relevant approvals prior to provision of night lighting, and must conform to design requirements for night lighting (ie: directed down from the horizontal) so as to not cause any safety issues or risk to business continuity. The Contractor shall provide night lighting for the purpose of security of the Works/Site and for any part of the Works which is potentially hazardous and/or not fully protected from contact by a person. The Contractor shall provide night lighting for any part of the Works if directed by the Superintendent to do so.

##### Water

The Contractor will be responsible for arranging connection with the relevant existing supply Authority and to pay all connection and usage costs. The Contractor shall be responsible for any adjustment and extension to the relevant service that it may require. The Contractor shall be responsible for obtaining a source of potable water and / or recycled water for construction purposes.

##### Telephone Service

The Contractor must have and notify the Superintendent of a nominated telephone contact number for the Site which will apply at all times during the Works.

##### Internet

The Contractor shall provide, as part of the Works, an internet connection for administration of the Works. The Contractor is to provide a connection to the Internet with a minimum access speed to send and receive all Project related information in a timely manner. The Contractor shall pay all installation and recurrent costs associated with the provision of this service.

#### 6.4.7 TEMPORARY STRUCTURES

All temporary structures erected on Site shall be maintained to present a neat, clean and orderly appearance including the condition of paintwork and structural repair.

The Contractor shall make good all services, drains, fences, surfaces (including grassed surfaces and access road surfaces) and the like disturbed or damaged during the performance of the Works.

#### 6.4.8 CONTRACT WORKS INSURANCE:

AsA holds the following contract works insurances:

##### Material Damage Cover

- ➔ Insurer – HSB Engineering Insurance Limited
- ➔ Sum Insured - \$30 million for any one contract

##### Sub-Limits

- ➔ Professional Fees Limit \$3,000,000 any one occurrence
- ➔ Debris Removal Limit \$3,000,000 any one occurrence
- ➔ Reinstatement/Local Authorities Limit \$3,000,000 any one occurrence
- ➔ Air Freight Charges Limit \$500,000 any one occurrence
- ➔ Inland Transit Limit \$3,000,000 any one occurrence
- ➔ Off- site Storage Limit \$3,000,000 any one occurrence
- ➔ Plans documents and Data Limit \$500,000 any one occurrence
- ➔ Maximum Construction Period 24 Months
- ➔ Maximum Maintenance / Defects Liability Period 12 Months
- ➔ Maximum Testing and Commissioning Period 12 Weeks

#### Deductibles

- Major Perils and Natural Perils above 25th Parallel
- Any one occurrence
- 10% Loss Minimum \$ 25,000
- 10% Loss Maximum \$ 50,000
- All Other Claims Any one occurrence \$ 10,000
- DE5 Endorsement \$ 200,000

#### 6.4.9 PUBLIC LIABILITY INSURANCE:

AsA holds the following public liability insurance:

- Insurer – Brit Insurance Limited and ACE Insurance
- Limit of Liability - \$50 million any one occurrence
- Deductibles
- \$25,000 any one occurrence in respect of Property Damage and bodily injury, \$30,000 any one occurrence on respect of worker to worker
- until the end of the last Defects Rectification Period to apply.

#### 6.4.10 CONTRACTOR LIABLE FOR EXCESS AND DEDUCTIBLES

The Contractor must pay to AsA the costs of all deductibles attributable to the policies referred to above as and when those costs become payable in accordance with the Conditions of Contract.

#### 6.4.11 CONTRACTOR INSURANCES

Insurance to be arranged by the Contractor;

- cover in relation to construction plant and equipment, including motor vehicles brought onto the Construction Site Compound;
- Professional Indemnity insurance; and
- Workers Compensation insurance.

#### 6.4.12 WORKING HOURS

The normal working hours for this Site are currently anticipated between the hours of 7am – 6pm, Monday to Friday. The Contractor must allow within the construction program for all Works to be carried out in accordance with all legislative requirements (as defined in the Conditions of Contract). The Contractor must also allow for all necessary night works pertaining to services cutovers etc as can be reasonably expected.

## 6.5 SITE CONTROL

### 6.5.1 SYSTEM INTERFERENCE

The Contractor is required to ensure that radio communications, tools and equipment or any Works carried out by the Contractor do not interfere with AsA's or the Airport's communications, services and systems, or with those of any entity on the Airport, in any way.

### 6.5.2 SERVICE SHUTDOWNS EFFECTING ADJOINING OWNERS, OCCUPIERS OF TENANTS

The Principal's and adjoining owner's core businesses are in continuous operation (24/7). The Contractor shall plan the sequence of Works to ensure that owners, occupiers and tenants of other premises supplied with services supplied from, passing through or supplied in common with those to the Site have full and uninterrupted use of all services at all times in those areas occupied by them. Where shutdowns of any services are essential for the performance of the Works, these shall be performed at times and in a manner agreed with the Principal and Superintendent. The Contractor shall ensure that any service shutdown does not result in damage or loss to owners, occupiers and tenants of other premises supplied with these services. In liaison with all selected and separate subcontractors, the Contractor shall provide a program and method of works for approval to the Superintendent, at least 14 days prior to any services shutdown.

### 6.5.3 EXISTING SERVICES

Before commencing the Works, the Contractor shall locate and identify all existing services and similar embedded and concealed items on or adjacent to the Site which might be affected by the Works or the performance of the Works. The Contractor shall locate stop cocks, tapping points, meters, and the like for all services, and determine whether the services are active or inactive.

The Contractor shall record the location of all services on as-built drawings, including inactive services, and progressively record any other services discovered during the Works.

Existing services may include water, storm drainage, sewerage, gas, electrical, telephone, fire alarm, air-conditioning, data communications and associated pipes, conduits, wiring and ducts. The Contractor shall co-ordinate with relevant services sub-contractors and relevant authorities. The Contractor shall notify the relevant Authority before commencing any of the Works which affects the services provided by that Authority.

The Contractor shall carry out all required work on services, including inactive services, in accordance with the requirements of the relevant Authority.

Locations of services indicated in the Contract Materials under the Conditions of Contract shall be deemed to be approximate only, and the Superintendent and/or Principal assume no responsibility for the accuracy of such information. The Contractor shall obtain certification from the relevant Authority that all work has been carried out to its approval.

Notwithstanding information provided in the form of as-built drawings, the Contractor shall ascertain the exact location of existing services by undertaking exploratory and non-destructive digging, prior to any machine excavation.

Disruption or damage to the existing services shall be the responsibility of the Contractor and all costs incurred shall be borne by the Contractor.

The Contractor shall be responsible for any overtime required to comply with this procedure and the Superintendent will accept no additional claim for overtime costs or time.

#### Existing Active Services

The Contractor shall protect and maintain existing active services at all times. The Contractor shall maintain services to adjacent buildings to ensure the continuous and proper supply of such services during the construction period. The Contractor shall relocate services if required, and shall provide and maintain temporary services during relocation. Where relocation is for the convenience of the Contractor, the costs shall be paid by the Contractor. Where it is necessary to interrupt services while tapping or cutting into existing service lines, the Contractor must give not less than ten (10) days notice of intention to the Superintendent and make provision for alternative or emergency supply as required or directed.

#### Existing Inactive Services

Inactive or abandoned services discovered during the performance of the Works shall be progressively removed, plugged or capped. The Contractor shall ensure that services to be terminated are disconnected and can be removed without danger.

### 6.5.4 FIRE PROTECTION SERVICES

To minimise fire risk during the performance of the Works, the Contractor shall provide an adequate number of fire extinguishers throughout the Site. The Contractor shall as early as practicable, install and temporarily equip the fire hydrants where nominated in the Contract Materials under the Conditions of Contract.

The Contractor shall be responsible for all costs, disruption and time lost as a result of false alarms activated, and/or attendance by the Aviation and Rescue Fire Fighting (ARFF) or MFB, CFA and/or SAMFS (as applicable) as a result of the Works or any activity of the Contractor.

### 6.5.5 SAFEGUARDING OF SITE

The Contractor shall be wholly responsible for the proper and adequate safeguarding of the Works and of fixed and unfixed materials on the Site during both working and non-working hours. This shall include, but is not restricted to, the risk of fire, water penetration damage, theft, loss and interference.

No claims for extensions of time or extra costs will be allowed in respect of damage or loss of materials or interruption of Works due to the Contractor's failure to adequately safeguard the Works or the Site.

At all intervals between work (e.g. overnight, public holidays, weekends, shutdowns) the Contractor must ensure that the Works are left in a secure condition and not left in a condition considered to be an enticement for trespass, theft or other interference, either with the Works or the Site itself.

### 6.5.6 EVACUATION PLAN

The Contractor shall, prior to commencing Works on the Site, prepare evacuation plans in accordance with the Superintendent's requirements. The Contractor shall allow for evacuation plans to be placed at all exit doors and locations. The evacuation plans shall be produced in A3 format and framed.

### 6.5.7 SITE INDUSTRIAL

The Contractor shall provide, pay for and be responsible for compliance with the relevant awards and formal industrial agreements for the Works. The Contractor is responsible for resolving all on-Site disputes resulting from any non-compliance by the Contractor and ensuring minimum interruption to the progress of the Works.

The Contractor shall carry out the Works in accordance with the requirements of all standard Building Industry Agreements as applicable. No claims for extensions of time or extra costs will be allowed in respect of industrial disputes or interruption of work due to the Contractor's failure to comply with the above.

### 6.5.8 NOISE, NUISANCE AND DISRUPTION

The Contractor shall take into account at all times the nature of the Site and the requirements of the public and the occupiers of the adjacent properties. In general, the Contractor shall comply with the recommendations set out in ISO 1996/AS:2436 Guide to Noise Control on Construction, Maintenance and Demolition Sites, and all legislative requirements concerning noise and nuisance arising from the Works being carried out.

The Contractor shall take all reasonable precautions to minimise noise and disruption to general public and adjoining properties including, but not limited to the following items:

- ➔ Obscuring sight lines to and from existing Airservices Australia ATC Tower and equipment;
- ➔ Flyaway debris and rubbish (ie: into flight paths, etc);
- ➔ Sun glare arising from Contractor's plant and equipment (eg: crane), into existing ASA ATC Tower and equipment;
- ➔ The avoidance of litter, trails of dirt and dust etc;
- ➔ Permission shall be obtained from the Superintendent before carrying out Work involving high level noise;
- ➔ All construction equipment shall be fitted with noise suppressors, acoustic linings or shields. All tools and silencers shall be kept in optimum working condition at all times;
- ➔ Respecting the rights and privacy of the building occupants, contents and general public;
- ➔ Not using radios, cassettes or devices capable of similar outputs to play music or other broadcasts;
- ➔ Avoiding whenever possible the need for shouting in order to communicate;
- ➔ The Contractor's personnel shall conduct themselves in a polite and understanding manner at all times;
- ➔ Not using offensive language and avoiding offensive behaviour such as wolf whistling;
- ➔ Sexual harassment or racial discrimination is illegal and regulations relative to such harassment will be enforced. Any person who, in the opinion of the Superintendent, contravenes these regulations will be dealt with under the relevant legislative requirements referred to in the Conditions of Contract;
- ➔ Limiting offensive odours arising from the Works;

- Explosive tools and equipment;
- Provision and enforcement of suitable rules amongst the Contractor's staff and subcontractors, suppliers of others working at the Contractor's instruction concerning the use of proper toilet facilities and the avoidance of spitting on Site;
- Consumption of alcohol and use of illegal substances whilst on Site or the Principal's premises is strictly prohibited; and
- Animals are not permitted on the Site.

#### 6.5.9 ADJOINING OWNERS / NEIGHBOURS

The Contractor is to note that construction works will be undertaken in the vicinity of the adjoining owner's boundary.

The Contractor must ensure that if any aspect of the Works affect any adjoining owner, then they are carried out as quickly as possible with minimal disruption to the adjoining owner and include:

- Making good any damage to the adjoining owner's property caused as a result of the Works;
- Minimising dust and noise;
- Cleaning up in and around the neighbour's property at the end of each day; and
- Keeping a photographic record of the existing condition of the neighbour's property.

The Contractor will not be entitled to an extension of time resulting from not being permitted access to an adjoining owner's property or any extension of time under the Conditions of Contract in relation to proceedings or disputes with adjacent or neighbouring owners or occupiers.

#### 6.5.10 RIGHTS OF OWNERSHIP

The Contractor must not remove any goods or materials from the delivery location at any time and ownership, but not the risk, of any goods or materials transfers to the Principal without recourse to the Contractor's terms and conditions once delivery occurs.

#### 6.5.11 SITE ALLOWANCES

The Contractor shall allow in its Tender for any Site allowances normally paid to workers that may be agreed, at any time, between itself and its employees and in accordance with the current VBIA and/or SA REQ (as applicable) or as awarded by State or Federal Industrial Commissions for any contract.

#### 6.5.12 EXPLOSIVE FASTENERS

Where explosive power operated fixing devices are specified, such devices are to be used only by persons licensed to operate them, and they shall be used with full cognisance of the manufacturer's directions. The Contractor must arrange for the manufacturer or its representative to be present on Site to give directions concerning the types of charges, types of pins and method of operation and application under all circumstances applicable to the job and to provide on-testing of the fasteners so that they will comply with the manufacturer's guarantee. At completion of Work involving use of these fixing devices, the Contractor must procure from the manufacturer a written guarantee to the Superintendent that it has provided the on-site service required by this Statement of Requirement and that the fastenings have been made in accordance with directions of the Superintendent.

#### 6.5.13 SAFETY WARNING SIGNS

The Contractor must provide and display in prominent positions on the Site warning signs of dangerous activities, in accordance with AS1319 and dangerous goods legislation and all relevant regulations.

#### 6.5.14 WELDING, CUTTING OR GRINDING IN SITU

The Contractor must ensure that all operations by the Contractor are carried out in accordance with Australian Standard 1674 Cutting and Welding Safety Code. Before Work is commenced, all relevant permits must be obtained by the Contractor, including AsA / Airport Operator permits, Hot Work Permits, etc. Before issue of the permit, the Contractor must inspect the Site and ensure that:

- ➔ All combustible materials are moved at least 10 metres clear of the work. Where this is not practicable, combustible materials, including structural timber, are kept damp or shielded against the gas flame, sparks, slag or falling hot metal by sheet metal, asbestos, fire resistant curtains, or similar (not ordinary tarpaulins);
- ➔ Any floor openings within 10 metres are covered, or if not possible, the floor below is protected;
- ➔ The area on the opposite side of a wall through which heat from a torch or flame might be conducted is clear of combustibles;
- ➔ A person is designated to stand by to watch for sparks, slag or hot metal that may penetrate the shields and take action;
- ➔ Fire extinguishers are placed in special readiness in the area, and that the positions of hoses and hose reels are noted; and
- ➔ Welders, assistants and watchers are instructed on the use of fire fighting equipment present.

After operations are complete, or during interruptions (lunch or tea breaks), patrol areas, including surroundings and lower floors where smouldering fires may start, for one hour after work ceases. Special precautions must be taken where work in or near hazardous locations is unavoidable, e.g. flammable solvents, gases or combustible dusts are present, on tanks, ovens, ducting or near spray shops. The Contractor must comply with all relevant Australian Standards in this respect.

## 6.6 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

The Contractor will prepare an OH&S Management Plan as part of its Site specific Construction Management Plan (CMP).

Possession of the Site will not be made available to the Contractor until the OH&S Management Plan has been approved by the Superintendent. The Superintendent may permit the Contractor to mobilise on Site providing at least the Job Specific Safety Analysis has been approved by the Superintendent and the balance of the OH&S Management Plan contents is submitted within ten (10) days of mobilisation. An extension of time will not be granted for any delay experienced by the Contractor for not having its OH&S Management Plan approved. Should the Contractor fail to comply with any aspect of the system, the Superintendent may deduct from the contract sum under the Conditions of Contract, an appropriate sum of money to accord with the relevant breach.

The Contractor shall make all OH&S records available to the Superintendent at all times. OH&S records may be requested by the Superintendent at the completion of the Project, and is to allow for the compilation of these records at the completion of the Project, if requested.

The OH&S Management Plan must, at a minimum, consider the following key elements:

- Supervision / Responsibilities;
- Contact Details;
- Job Safety Analysis;
- Safe Work Method Statement.

The Contractor shall construct the Works in accordance with the original submitted work method statement or revise the work method statement to reflect the adopted (agreed) work method. Changes to the work method shall be immediately forwarded to the Superintendent. Any change to the work method statement requires the Contractor to assess whether there are any new hazards associated with the changed work method and document and action the Risk Control Measure.

- Training
- Site Induction
- Tool Box Talks

Shall be formal meetings where minutes are recorded and kept as part of the OH&S Management Plan. The Contractor shall hold at least one Toolbox Meeting per fortnight with all employees to:

- Take action, if any, over hazards that are identified by staff;
- To discuss any improvements that can be made to working conditions;
- To reinforce Project specific or other procedures operating on Site;
- To make their employees aware of any good safety procedures;
- To do anything else the Contractor may want to discuss, direct or whatever; and
- Personal Protective Equipment.

Note: The Contractor will provide PPE to all visitors to Site. Where an unsolicited visitor to the Site must pass a hazardous area before being inducted, then signs and/or barricades shall warn visitors about the Personal Protective Equipment required on the Site. The Contractor must provide safety helmets for the temporary use whilst on the Site of visitors whose presence on the Site is authorised, permitted or necessary under the provisions of the Conditions of Contract. The Contractor must ensure that all subcontractors and employees wear as a minimum at all times: safety helmets, safety boots, and high visibility clothing.

- Site Establishment / Access And Logistics
- Competency Assessments For Operators
- Safety Checklists, Inspection And Auditing Requirements

Safety Checklists – the Contractor must ensure that plant operators shall each day, prior to starting up plant, conduct a safety check of the equipment and report any faults in the foreman. Unless otherwise delegated the foreman shall conduct a daily Site inspection to identify any hazards that may not be controlled by the Job Specific Safety Analysis and take appropriate action to control any hazard that is discovered. Any hazard identified shall be recorded in the foreman's Site diary or other appropriate report together with the action taken. If no hazards were identified, then the foreman's report shall state that no hazards were identified. Each report shall be initialled. The foreman's checklist shall include the checking of the implementation and effectiveness of any new or existing procedure being used to control a risk.

- Site Log Book
- Incident Notification / Reporting / Management

Note: If the Contractor is required by the Occupational Health and Safety (Incident Notification) Regulations or by any other regulations to give any notice of an incident occurring during the performance by the Contractor of the Works, the Contractor shall at the same time or as soon thereafter as possible in the circumstances give a copy of the notice to the Superintendent. Also, promptly notify the Superintendent of any accident, injury, incident, property or environmental damage which occurs during the carrying out of the Works. Immediately notify the Superintendent of all lost time incidents. Within three (3) days of any such incident provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

- Emergency Response Plan
- First Aid

### 6.6.1 NON CONFORMANCE

If during the performance of the Works, the Superintendent informs the Contractor via a non-conformance notification that it is the opinion of the Superintendent that the Contractor is:

- Not conducting the work in compliance with the Contractor's OH&S Management Plan, health and safety management procedures or relevant legislation; or
- Conducting the Work in such a way as to endanger the health and safety of the Contractor's employees or subcontractor's employees, plant, equipment or materials, or the public,
- the Contractor must promptly remedy that breach of health and safety.

### 6.6.2 SUSPENSION OF WORK

The Superintendent may direct the Contractor to suspend any part of the Work until such time as the Contractor satisfies the Superintendent that the Work will be resumed in conformity with applicable health and safety provision.

- During periods of suspension referred to above, the Superintendent and/or Principal shall not be required to make any payment whatsoever to the Contractor.
- If the Contractor fails to rectify any breach of health and safety for which the work has been suspended, or if the Contractor's performance has involved recurring breaches of health and safety, the Superintendent may exercise the Superintendent's rights under the Conditions of Contract on the basis of default by the Contractor.

## 6.7 MATERIALS AND WORKS

### 6.7.1 METHOD OF DESCRIBING ITEMS

Where an item is described in this Statement of Requirement (or any attachment to it) as being 'similar to' or 'equal approved' to that listed in a particular firm's catalogue, it is clearly understood that this has been done only to set an acceptable standard. The Superintendent shall have absolute discretion in deciding whether alternative materials proposed by the Contractor will be acceptable.

When selecting equipment 'similar to' or 'equal to' that nominated in the Specification, delivery dates and availability of spares shall also be equal to or better than that specified.

Where proprietary brands of materials or equipment are used, they shall be used with full cognisance of the manufacturer's direction.

The information supplied by consultants is subject to copyright and shall be used solely for the production of shop drawings for the Works and is not to be disclosed or sold to other parties.

## 6.7.2 SHOP DRAWINGS

The Contractor must include in the Tender Construction Program details of the activities and sufficient time for the production and distribution and examination of shop drawings.

The Contractor must ensure that subcontractors only submit shop drawings and other information to the Contractor. The Contractor must check and verify the shop drawing and information provided for completeness prior to forwarding to the Superintendent. The Superintendent shall arrange for the examination and approval of shop drawings and other information. The Superintendent will only return shop drawings to the Contractor who will then return them to subcontractors.

Shop drawings shall be submitted in sufficient time to allow for examination and any necessary amendments and re-submission etc., well before stockpiling, fabrication or fixing is scheduled to be commenced. An allowance of ten (10) business days will be allowed for inspection and examination of this information.

The Contractor must keep on the Site at all times a full set of stamped shop drawings to be available as the Superintendent may require.

The procedure for issue and return of shop drawings is as noted below:

- (a) The Contractor obtains and submits to the Superintendent copies of comprehensive shop drawings in the format and quantity requested in the relevant sections of the Specification and as may be necessary, clearly indicating all details of fabrication, assembly, installation, finishing and fixing of the items concerned, and including all necessary explanatory notes or Specifications.
- (b) The submitted shop drawings will have been examined approved and signed by the Contractor prior to submission to the Superintendent. The Superintendent will not approve the shop drawings and will rely on the approval of the consultant that the shop drawings represent work that will comply with all provisions of their design and of the Conditions of Contract.
- (c) No stamped or written indication that a shop drawing has been examined, inspected, viewed or the like by any consultant shall be or be deemed to be an acceptance of any materials or workmanship not in accordance with the Conditions of Contract or an authority for a variation under the Conditions of Contract. Nor does it in any way relieve the Contractor or any subcontractors from responsibility for errors and omissions or for the necessity of furnishing such workmanship and/or materials, as may be required for the completion of the Works in accordance with the Conditions of Contract, and the intent of the Specification.
- (d) Whenever possible, shop drawings shall be compiled from actual Site measurements.
- (e) Should urgency necessitate shop drawings being compiled before the Works are sufficiently advanced to enable Site measurements to be made, then the shop drawings shall incorporate all necessary tolerance allowances, modifications of fixing methods, and the like to provide for any discrepancy which may arise between adopted dimensions and parts of the Works executed later.
- (f) Delays caused by or arising out of late submissions of shop drawings, or by inadequate shop drawings, shall not be, nor be deemed to be, nor allow the Contractor to claim a variation under the Conditions of Contract, any extension of time or any adjustment to the contract sum under the Conditions of Contract.

### 6.7.3 CO-ORDINATION OF SERVICES

The Contractor shall carry out adequate planning and co-ordination of all services, penetrations, concrete profiles, concealed structural elements and embedment to the base-structure to prevent physical conflicts and changes to installed work.

The Contractor and relevant subcontractors shall jointly exchange all required information regarding the correct and accurate location, size, tolerances, details, making good and statutory requirements of all such items.

The Contractor and relevant subcontractors shall jointly investigate the optimum routing of services in relation to structural members, other services, clearances, and openings which may affect installation and proper operation of such services. No claim for additional cost or extension of time will be approved under the Conditions of Contract as a result of failure to carry out such planning and co-ordination, or for late or incorrect information.

The Contractor shall prepare and submit co-ordination drawings of services, penetrations, concrete profiles, concealed structural elements and embedment to the base-structure in sufficient time before commencing work for perusal by the Superintendent. The Contractor shall make changes directed by the Superintendent, if any, and distribute to relevant subcontractors. Co-ordination drawings shall be for information only. No claim for additional cost or extension of time will be approved under the Conditions of Contract for additional work or materials, or rectification of installed work as a result of failure to prepare co-ordination drawings in sufficient time before commencing performance of the Works.

Co-ordination drawings shall be in an approved electronic format, and all measurements shall relate to grid lines, co-ordinates and levels. They shall be distributed as per shop drawings. Concealed structural elements shall include footings, slabs, beams, walls, precast concrete and masonry. Services shall include pipes, ducts, conduits and wiring, including junctions, changes in direction, fittings, cocks, access points, pits and sumps. Penetrations shall include sleeves, blockouts chases, ducts, recesses and the like.

### 6.7.4 AS-BUILT DRAWINGS AND ASSET REGISTER

- (a) During the installation of each service, the Contractor must maintain a check and recording system for the exact location, size, materials etc. of such services.
- (b) The Contractor must keep an accurate 'As-Built' record of the Works with relevant updated drawings to include architectural, structural, electrical etc and pay all costs associated.
- (c) The Contractor must employ only competent draftsmen to carry out the recording legibly with suitable dimensions and labels in accordance with Australian Standards and to SPEC ESS01, show levels of in-ground services and dimensions to columns or fixed parts of the Works and show control valves, pits etc.

These drawings shall form the basis for recording the final actual locations of all services and other alterations and in particular as follows:

- ➔ Water Supply.(including cocks, etc.)
- ➔ Stormwater (including pits, I.O.'s, etc.)
- ➔ Sewerage (including pits, I.O.'s, etc.)
- ➔ Trade Waste (including pits, I.O.'s, etc.)

- Fire Service (including control valves, etc.)
- Electrical cables
- Communication and Security service cables and connections

Reference should be made to various trades in the Specifications for detailed requirements. Recording and preparation of drawings of services installed under subcontracts will be carried out by the relevant subcontractor and the records required to be furnished by the Contractor in accordance with this Statement of Requirement shall be in accordance with the requirements of all servicing authorities as necessary for them to certify compliance prior to registration of the titles for the apartments and the common areas.

The Contractor will report progress on preparation of as Operation and Maintenance manuals and will, prior to the date of practical completion under the Conditions of Contract, submit to the Superintendent in the format and quantity specified by AsA.

Should the Contractor fail to provide as-built drawings within the required timeframe the Superintendent may deduct from the contract sum under the Conditions of Contract the costs for producing as-built drawings.

As part of the Operation & Maintenance manuals, the Contractor must provide a comprehensive Asset Register in accordance with AsA Management Instruction MI-1602 and Typical ASA Asset Register 'Example' provided (refer Section 3.6.3.7 as appropriate) and ASTM E1557, UNIFORMAT II standard.

#### 6.7.5 OPERATION & MAINTENANCE MANUALS

The Contractor must, prior to the issue of a certificate of practical completion under the Conditions of Contract, provide all Operation and Maintenance (O&M) manuals, and trade literature and so forth provided by the various equipment manufacturers of items installed as part of the Works.

The provision of all Operation and Maintenance manuals, trade literature, and As Built drawings will be regarded as part of practical completion under the Conditions of Contract and when considering progress payments and release of security.

To ensure that the Building Operation and Maintenance Manuals are approved prior to practical completion, the Contractor must, within fifteen (15) days of commencing performance of the Works on Site, provide a schedule indicating when the Maintenance Manuals will be submitted for review by the Superintendent.

The schedule must indicate that the manuals are being submitted for review at least forty-eight (48) days prior to the date of practical completion under the Conditions of Contract.

The provision of all Operation and Maintenance manuals and As Built drawings will be regarded as part of practical completion and when considering progress payments and release of security.

The Contractor will report progress on preparation of the O&M Manuals and will, prior to the date of practical completion under the Conditions of Contract, submit to the Superintendent in the format and quantity specified by AsA.

The Contractor also must provide operating instructions in accordance with the Architectural and Services specifications. The Contractor must provide manuals adequate for basic plant operation prior to issue of certificate of practical completion under the Conditions of Contract.

All documents are to be provided in both paper and digital format.

The format of the O&M manuals is to be as follows:

- ➔ Emergency Telephone Numbers (after hours numbers must relate to personnel with project knowledge);
- ➔ Description of Work and Design Parameters;
- ➔ Operating Instructions;
- ➔ Maintenance Instructions/Schedule;
- ➔ Trouble Shooting;
- ➔ List of Equipment and Suppliers;
- ➔ Manufacturer's Literature;
- ➔ Equipment Technical Data/Equipment Schedule;
- ➔ Equipment Wiring Diagrams;
- ➔ As Installed Drawings (including digital as constructed plans);
- ➔ Commissioning Results (Test results of assistance to future maintenance);
- ➔ Certification Reports/Guarantees (if applicable); and
- ➔ Logbooks (if applicable) (Fire / EWIS / Lifts / Emergency Lighting / UPS / Generators).

The Contractor shall provide with the operating instructions:

- ➔ Three complete sets of As-Built drawing prints folded into transparent A4 sized plastic sleeves and bound into hard covered, durable ring binders, suitably labelled;
- ➔ One set of reproducible/unbound copies; and
- ➔ One copy of all submitted As-Built drawings electronically in accordance with ASA drawing format requirements.

This section shall be in a table format for easy reference and must include all service equipment installed by the Contractor whether supplied by the Contractor or by the client, including: Asset Number, Equipment Description, Location/Room Ref, Supplier Name, Supplier Contact Details and total installation cost.

The Contractor must print the manuals on heavy A4 size paper with standard three or four hole punching, bind into a ring binder and label the spine and cover of the binder with the title of the manual.

As installed, drawings shall include all workshop and installation drawings and diagrams updated to "as installed" state, free of any superfluous markings.

The Contractor shall also provide three (3) building works manuals comprising:

- ➔ All certificates;
- ➔ All warranties;

- Details of all hardware;
- Details of all finishes;
- Details of all Sub-Contractors and suppliers;
- Details of doors, door frames, glass, roofing material, cladding material.

A full digital copy of all information contained in the manuals is also to be provided in digital format suitable for Microsoft Word or Adobe pdf reader.

#### 6.7.6 WARRANTIES

- (a) Each warranty provided in respect of any work referred to in sub-clause (a) of this clause will:
  - (i) be a warranty for the period designated for that work in sub-clause (g) of this clause, or in the other provisions requiring that warranty to be provided; and
  - (ii) be provided in writing duly executed by the supplier of the work, by the Contractor, and where the work is supplied by the supplier to a subcontractor, by that subcontractor.
- (b) The Contractor shall procure in respect of each warranty that all applicable stamp duty is paid and that the warranty is duly stamped to denote such payment, before the warranty is delivered to the Superintendent. In the event that, in breach of this requirement, any warranty is delivered to the Superintendent which has not been duly stamped, the Principal shall be at liberty to cause it to be properly stamped and the duty paid by the Principal shall be recoverable as a debt due by the Contractor to the Principal.
- (c) Each warranty will provide a comprehensive statement of details, materials, components and workmanship that are included in the warranty whether such items are supplied and/or installed by the Contractor or a subcontractor or by another party. A warranty of the whole shall imply warranty of each and every one of its parts, whether supplied or installed by the warrantor or by others.
- (d) The following provisions shall apply with respect to every warranty:
  - (i) The warranty shall not in any way relieve the warrantor from any liability under any law or statute for the consequences of any negligence; and
  - (ii) Notwithstanding any limitations expressed or agreed under the conditions of the warranty, if any failure of, or defect in, the subject of the warranty is such that, if allowed to continue, consequential damage to the Works or any part of the Works can reasonably be expected to result and the warrantor, after receiving notification of the failure or defect, does not proceed with reasonable diligence to rectify or repair the failure or defect, he shall be liable for the cost of repairing or reinstating all damage assessed by the Superintendent which occurred after the time when action by the warrantor should have been taken and every warranty shall be required to contain provisions to this effect.
- (e) No warranty shall be construed as, or have the effect of, relieving the Contractor of any of its contractual obligations under the Conditions of Contract.
- (f) Notwithstanding any limitations expressed or implied under the conditions of the warranty of any failure of or defect in the subject of the warranty is such that, if allowed to continue, consequential damage to the Works or any part of the Works can reasonably

be expected to result and the warrantor after receiving notification of the failure or defect, does not proceed with reasonable diligence to rectify the failure or defect, he shall be responsible for any damage as the Principal may assess as having occurred after the time when action by the warrantor should have been taken. Every warranty shall be required to contain provisions to this effect.

- (g) No warranty shall be construed as or have the effect of relieving the Contractor of any of its contractual obligations under the maintenance and defects liability provisions of the Conditions of Contract.
- (h) Coincidental product warranties not specifically required by this Statement of Requirement but which are available on products incorporated into the Work by virtue of the fact that the manufacturer of the product has published the warranty in connection with purchases and users of the product without regard for specific applications (except as otherwise limited by the terms of the warranty) shall be bound together and handed to the Superintendent with all specified warranties.
- (i) Warranty Schedule. The periods referred to herein are the warranties from date of practical completion under the Conditions of Contract. Other warranties may be required by the Superintendent, based on manufacturer's recommendations, as further design information is provided. The Contractor shall review the warranties noted below and schedule and agree with the Superintendent all warranties to be provided under the Conditions of Contract, prior to commencement of construction.

#### Notes

- 1. In all instances where a warranty is not offered by a manufacturer, the Contractor is deemed to have extended a guarantee for the materials and workmanship for any product noted above for two years.
- 2. Where a manufacturer offers a warranty period for the product, the Contractor shall warrant the workmanship component for the same period.

#### The Contractor warrants that:

- (a) the Works will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the Conditions of Contract;
- (b) all materials to be supplied by the Contractor for use in the work will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the Conditions of Contract, those materials will be new;
- (c) the Works will be carried out in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made under the Act;
- (d) the Works will be carried out with reasonable care and skill and will be completed by the date for practical completion under the Conditions of Contract;
- (e) the Works will be suitable for occupation at the time of practical completion under the Conditions of Contract;
- (f) the Works and any materials used in carrying out that work will be fit for the purpose and will be of such a nature and quality that they might reasonably be expected to achieve that result.

## 6.7.7 COMMISSIONING AND ACCEPTANCE TESTS

Commissioning verifies that the Works and all relevant systems, equipment and assemblies have been installed, tested, operated and maintained in accordance with the requirements of the Conditions of Contract. Commissioning also includes the Works are built as designed, are certified by a suitably qualified engineer and are fit for the intended purpose. Commissioning takes place during the construction of the Works, before practical completion under the Conditions of Contract.

The Contractor must submit details of the proposed commissioning procedures and methods of measurement. Commissioning procedures and measurement methods which are not approved or are not in accordance with methods detailed in the Specifications will not be accepted as evidence that the systems have been correctly commissioned.

Before commencement of commissioning of any part of the Works, the Contractor must submit a detailed Commissioning Programme, in accordance with the Tender Construction Program, itemising the proposed dates for conducting acceptance tests on all systems to the Superintendent. The Contractor must provide the Superintendent at least ten (10) days notice of tests which require witnessing.

The Contractor must start up, commission and test the systems in accordance with the approved programme. A representative of the Contractor, who is qualified to commission the installation, shall remain on Site until the system is operating to the Superintendent's satisfaction and signed off.

The Contractor must keep a record of tests carried out and the results obtained and compile test reports. The Contractor must provide all necessary labour, materials, stores, apparatus and instruments for Site tests. Where tests are required to be performed away from the Site the Contractor must provide everything necessary to carry out the tests.

The Contractor must arrange for the setting up of major equipment to be supervised by the manufacturer's representative, who shall remain on Site until the equipment is operating to the Superintendent's satisfaction. The Contractor must co-ordinate the manufacturer's representatives so that testing is carried out according to the approved programme.

The Contractor must record the results of commissioning tests on standard test forms, samples of which will be supplied on request. When a system is operating satisfactorily, the Contractor must submit a copy of the test results on the standard test forms. Test forms shall be neatly hand written or typed.

Acceptance tests will be witnessed when the test results are considered to be satisfactory. Two acceptance tests for each system will be witnessed if necessary. If the equipment fails the second test, the cost of witnessing further tests will be charged to and payable by the Contractor at current hourly rates plus expenses and such charges will be deducted from payments under the Conditions of Contract.

Instruments must be calibrated by a NATA (or equivalent approved) certified testing authority within six (6) months of the date of use. Instruments shall not be used to measure quantities which are outside their accurate measuring range. If there is reasonable doubt as to the accuracy of an instrument, the instrument shall be re-calibrated or alternatively, quantities measured with the disputed instrument shall be re-measured with another approved instrument.

The Contractor must conduct the tests as detailed in the Specifications and perform all additional tests as instructed to bring the plant into running order.

**The Contractor must allow for a second (re)commissioning of all services upon six (6) months from the date of practical completion under the Conditions of Contract.**

#### 6.7.8 PROVISION OF TRAINING & SOFTWARE

Prior to the date of practical completion under the Conditions of Contract, the Contractor shall provide the Superintendent with electronic copies (on CD/DVD) of all programs implementing control and monitoring functions of the installed plant.

The Contractor must allow for the provision of training to the Principal's nominated personnel by the manufacturers accredited personnel, or equivalent experienced technical person of the installed equipment and systems. Detailed instruction in the operation of building automation, remote control or monitoring system and all microprocessor-based control functions shall be provided by the Contractor. All as-installed drawing and approved Operation and Maintenance manuals shall be made available prior to training being provided.

TechCert® requirements means the required competencies, knowledge and skills that must be held and maintained by AsA personnel involved in installing, maintaining and certifying the safety and integrity of the airways systems, as prescribed by AsA from time to time.

TechCert® and user training shall be provided by the Contractor prior to the date of practical completion under the Conditions of Contract, and carried out within the Principal's training facilities (or at a location agreed by the Superintendent).

#### 6.7.9 SAMPLES

Where required by the Specifications and/or as directed by the Superintendent, samples of materials and items comprising the Works are to be submitted in duplicate by the Contractor to the Superintendent, labelled or otherwise identified, together with the date submitted and an endorsement from the relevant consultant that the samples represent standards and materials which will comply with all provisions of their design and of the Conditions of Contract. The Contractor must retain final submitted samples at the Site for quality control comparisons until final acceptance of the Works associated with each set of samples has been carried out.

#### 6.7.10 INCIDENTALS

The Contractor shall itself or by its subcontractors supply and fix or apply all nails, screws, washers, packing, hemp, glue, dowels, wedges, grease and oil and other such items incidental to the proper completion of the Works.

### 6.7.11 INTERPRETATION OF DRAWINGS

The Contractor shall check all relevant dimensions on the Site before proceeding with the performance of the Works under the Conditions of Contract.

The layout of plant and equipment as shown on the Drawings shall be taken as diagrammatic only and all measurements and other information required to carry out the Works under the Conditions of Contract shall be obtained by the Contractor on the Site. The Contractor shall not be entitled to any extra cost resulting from its failure to obtain measurements and other information on the Site.

### 6.7.12 SPARES

Spare components and materials required to be provided under the Building Trades and Building Services Sections of the Specification shall be procured, packaged, identified and handed over to the Principal prior to, and as a condition of, the issue of the certificate of practical completion under the Conditions of Contract.

A Spares Register with relevant identifying information shall be provided on electronic spreadsheet format using Microsoft Excel for Windows software. The Spares Register shall be submitted on CD/DVD, each with a full index of the contents.

## 6.8 COMPLETION

### 6.8.1 MAINTENANCE

Prior to commencement of the defects liability period under the Conditions of Contract, the Contractor shall submit a maintenance schedule for the Superintendent's appraisal, setting out maintenance procedures and frequencies to ensure trouble free operation and maintain plant operating efficiency for the duration of the Defects Liability Period. The maintenance schedule shall be included in the operation and maintenance manuals.

Routine maintenance of services is required in accordance with Australian Standards and the BCA. Maintenance of essential services shall be included in the maintenance schedule and be undertaken during the defects liability period. Essential services require regular maintenance and are typically identified on the 'Certificate of Occupancy' and/or the 'Certificate of Final Inspection'. The Contractor must provide evidence that they are maintaining essential services when requested by the Superintendent.

The Contractor shall:

- ➔ Perform maintenance in accordance with statutory regulations and in accordance with the schedule. Maintenance shall be conducted in accordance with the relevant Australian Standard;
- ➔ Perform maintenance at times and in a manner which will cause the least inconvenience to the normal operation and occupants of the building;
- ➔ Co-ordinate, as necessary, the maintenance of the Works with maintenance of other services to ensure all necessary contractors are present when required for co-ordinated essential services tests; and

- ➔ Notify the Superintendent and/or Principal of intent to perform service at least five (5) days prior to each visit. Obtain the representative's signature on a service report at the end of each visit and leave a copy at the Site. The service report shall detail the work carried out and shall list any adjustments and/or rectification work to the Works found to be necessary.

Unsigned reports will not be recognised and the Principal, at the end of the maintenance period, may elect to:

- ➔ have additional services carried out to make up the number of signed reports at the cost of the Contractor; or
- ➔ deduct the cost of disputed visits at the pro rata rate for each of the maintenance visit(s) disputed.

At least twenty (20) days before carrying out the final service, the Contractor shall request that an inspection be arranged to coincide with this service.

## 7 CONSTRUCTION MANAGEMENT PLAN

### 7.1 PROVISION OF A CMP

The Contractor must provide an approved and fully certified Construction Management Plan (CMP), addressing each of the key elements identified below. The Contractor must provide a Site specific CMP for the Works to the Superintendent within fifteen (15) days of execution of the Contract.

The CMP must be specific to the Project (a generic CMP is not acceptable). The Contractor shall provide for an independent auditor who shall confirm that the CMP is adequate for the purposes for which it is to be used and complies with the Contractor's systems. Should the Contractor fail to provide a certified CMP, then the Superintendent may deduct from the contract sum under the Conditions of Contract, an amount equivalent to the cost of employing a lead auditor to undertake review, correct and/or necessary preparation of the CMP. The Contractor is responsible for implementing a regular internal audit program to ensure it is complying with the CMP (and business management systems).

In addition, the Contractor is to allow for external auditing of its management system by an accredited independent auditor at the following intervals during the course of the Project: two (2) months after Works have commenced on Site, and at six (6) month intervals throughout the remainder of the Project up to and including the date of practical completion under the Conditions of Contract. The external auditor is to produce an audit report that is to be provided to the Superintendent within five (5) days of the audit. The Contractor is to allow for and pay all costs associated with these external auditor requirements. The Contractor must implement any recommendations on the audit report within the timeframe specified or if no timeframe specified then within fifteen (15) days. If the audit report is not submitted to the satisfaction of the Superintendent, the Superintendent is entitled to arrange for an alternative accredited auditor to undertake a further audit at the expense of the Contractor.

The Contractor shall refer to the Principal Supplied Documents for Site specific requirements. The costs of compliance with these requirements shall be deemed to be included in the Response and the contract sum under the Conditions of Contract.

Should the Contractor fail to comply with any aspect of the CMP / system the Superintendent may deduct from the contract sum under the Conditions of Contract an appropriate sum of money (determined by the Quantity Surveyor) to accord with the relevant breach.

The Contractor shall make all systems records available to the Superintendent at all times. QA records may be requested by the Superintendent at the completion of the Project, and is to allow for the compilation of these records at the completion of the Project, if requested.

## 7.2 KEY ELEMENTS

The Site specific CMP/s must consider the key elements set out below (as applicable) and any other requirements of the Principal. Further, the key elements must encompass Commonwealth, State and ASA specific requirements outlined in Section 3.6/3.7 (as appropriate), including the Specifications, drawings and other documents.

### 7.2.1 INTRODUCTION

### 7.2.2 PUBLIC SAFETY, AMENITY AND SITE SECURITY

For example: Company Contact Details, Onsite Contact Details (compliance with CMP), Onsite Contact Details (Control of Site), Emergency Contact Details, etc.

### 7.2.3 PROJECT DESCRIPTION

For example: Extent of Work, Programme, Hours of Work.

### 7.2.4 COMMUNICATIONS

For example: Project Team Structure, Responsibilities, Reporting, Consultation and Communication Strategy.

### 7.2.5 SITE ESTABLISHMENT

For example: Preliminaries, Condition Reports, Services, etc.

### 7.2.6 DEMOLITION AND CONSTRUCTION SEQUENCING / STAGING

### 7.2.7 STRUCTURE METHODOLOGY OVERVIEW

### 7.2.8 OCCUPATIONAL HEALTH AND SAFETY

### 7.2.9 ENVIRONMENTAL MANAGEMENT SYSTEMS

For example: Heritage and Archaeology, Flora & Fauna, Air Quality Management, Soil and Water Management, Waste Management, Materials Reuse Management, Hazardous Materials Plan, Transport Plan, Contamination Management Plan, Emergency Procedures.

### 7.2.10 TRAFFIC MANAGEMENT

### 7.2.11 QUALITY PROJECT PLAN

### 7.3 ISSUES TO CONSIDER

The Contractor shall address the following items for each of the key elements (as applicable):

- Objectives;
- Identify Key Legislation, Regulation, Licensing;
- Key Management Issues;
- Site Actions;
- Training / Education;
- Performance Measures;
- Monitoring and Reporting;
- Corrective Actions; and
- Site Specific Management Plan.

## 8 ANNEXURE A TO PART 3 – SPECIFICATIONS, DRAWINGS AND OTHER DOCUMENTS - MELBOURNE NEW TOWER

Refer to Statement of Requirement, section 3.6 for a list of the Specifications, Drawings, Schedules and other documents.

These documents are available on CD/DVD for all Tenderers.

Complete list of GHD drawings and specifications is detailed below.

NUMBER	REV	DOCUMENT TITLE	COPIES	FORMAT
GENERAL DOCUMENTATION				
23/13058/54062	B	MELBOURNE TOWER GENERAL SPECIFICATION	1	CD
ARCHITECTURAL DOCUMENTATION				
23-13058-MELB-A0001	F	COVER SHEET	1	CD
23-13058-MELB-A0002	B	LEGENDS	1	CD
23-13058-MELB-A0200	E	PROPOSED SITE PLAN	1	CD
23-13058-MELB-A0201	F	SITE PLAN SHOWING LANDATA AND ARCS	1	CD
23-13058-MELB-A1000	F	FLOOR PLANS SHEET 1	1	CD
23-13058-MELB-A1001	D	FLOOR PLANS SHEET 2	1	CD
23-13058-MELB-A1002	B	FLOOR PLANS SHEET 3	1	CD
23-13058-MELB-A1003	F	FLOOR PLANS SHEET 4	1	CD
23-13058-MELB-A1004	D	FLOOR PLANS SHEET 5 - L6 & L7	1	CD
23-13058-MELB-A1005	D	FLOOR PLANS SHEET 6	1	CD
23-13058-MELB-A1006	F	LOWER ROOF PLAN	1	CD

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23-13058-MELB-A1100	F	CONCRETE SLAB SET-OUT PLANS SHEET 1	1	CD
23-13058-MELB-A1101	F	CONCRETE SLAB SET-OUT PLANS SHEET 2	1	CD
23-13058-MELB-A2000	F	REFLECTED CEILING PLANS SHEET 1	1	CD
23-13058-MELB-A2001	F	REFLECTED CEILING PLANS SHEET 2	1	CD
23-13058-MELB-A2100	F	CEILING DETAILS	1	CD
23-13058-MELB-A3000	F	ELEVATIONS SHEET 1	1	CD
23-13058-MELB-A3001	D	ELEVATION SHEET 2	1	CD
23-13058-MELB-A3002	F	ENLARGED ELEVATIONS SHEET 1	1	CD
23-13058-MELB-A3003	F	ENLARGED ELEVATIONS SHEET 2	1	CD
23-13058-MELB-A3004	F	ENLARGED BASE BUILDING ELEVATIONS SHEET 1	1	CD
23-13058-MELB-A3005	D	ENLARGED BASE BUILDING ELEVATION SHEET 2	1	CD
23-13058-MELB-A4000	G	BUILDING SECTIONS	1	CD
23-13058-MELB-A4001	E	ENLARGED CABIN SECTION 1	1	CD
23-13058-MELB-A4002	C	ENLARGED CABIN SECTION 2	1	CD
23-13058-MELB-A5000	F	WALL SECTIONS SHEET 1	1	CD
23-13058-MELB-A5001	B	WALL SECTIONS SHEET 2	1	CD
23-13058-MELB-A5002	F	WALL SECTIONS SHEET 3	1	CD
23-13058-MELB-A5003	F	WALL SECTIONS SHEET 4	1	CD
23-13058-MELB-A5004	C	WALL SECTIONS SHEET 5	1	CD
23-13058-MELB-A5005	B	WALL SECTIONS SHEET 6 - PENTHOUSE	1	CD
23-13058-MELB-A5006	B	WALL SECTIONS SHEET 7	1	CD
23-13058-MELB-A5500	F	WALL TYPES SHEET 1- EXTERIOR	1	CD
23-13058-MELB-A5501	B	WALL TYPES SHEET 2 - INTERIOR	1	CD
23-13058-MELB-A5502	D	WALL TYPES SHEET 3 - INTERIOR	1	CD

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23-13058-MELB-A6100	F	PLAN DETAILS SHEET 1	1	CD
23-13058-MELB-A6101	B	PLAN DETAILS SHEET 2	1	CD
23-13058-MELB-A6102	A	PLAN DETAILS SHEET 3	1	CD
23-13058-MELB-A6200	F	SECTION DETAILS SHEET 1	1	CD
23-13058-MELB-A6201	D	SECTION DETAILS SHEET 2	1	CD
23-13058-MELB-A6202	C	SECTION DETAILS SHEET 3	1	CD
23-13058-MELB-A6203	F	SECTION DETAILS SHEET 4	1	CD
23-13058-MELB-A6204	B	SECTION DETAILS SHEET 5	1	CD
23-13058-MELB-A6205	C	SECTION DETAILS SHEET 6	1	CD
23-13058-MELB-A6206	B	SECTION DETAILS SHEET 7	1	CD
23-13058-MELB-A7000	F	CORE LIFT	1	CD
23-13058-MELB-A7100	F	STAIRS SHEET 1	1	CD
23-13058-MELB-A7101	F	STAIRS SHEET 2	1	CD
23-13058-MELB-A7102	F	STAIR & RAILING DETAILS	1	CD
23-13058-MELB-A7200	F	WET AREAS SHEET 1	1	CD
23-13058-MELB-A7201	C	JANITOR AREAS	1	CD
23-13058-MELB-A7300	F	DOOR SCHEDULE SHEET 1	1	CD
23-13058-MELB-A7301	B	DOOR SCHEDULE SHEET 2	1	CD
23-13058-MELB-A7350	F	WINDOW SCHEDULE	1	CD
23-13058-MELB-A7400	B	DOOR JAMB DETAILS	1	CD
23-13058-MELB-A7500	F	CURTAIN WALLS - SHEET 1	1	CD
23-13058-MELB-A7501	E	CURTAIN WALLS - SHEET 2	1	CD
23-13058-MELB-A7600	F	METAL FABRICATION SHEET 1	1	CD
23-13058-MELB-A7601	D	METAL FABRICATION SHEET 2	1	CD

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23-13058-MELB-A7602	C	METAL FABRICATION SHEET 3	1	CD
23-13058-MELB-A7603	C	METAL FABRICATION SHEET 4	1	CD
23-13058-MELB-A7604	B	METAL FABRICATION SHEET 5	1	CD
23-13058-MELB-A7610	F	GUTTER & DOWNPIPE DETAILS	1	CD
23-13058-MELB-A7900	F	SIGNAGE SHEET 1	1	CD
23-13058-MELB-A7901	B	SIGNAGE SHEET 2	1	CD
23-13058-MELB-A8000	F	FINISHES PLAN SHEET 1	1	CD
23-13058-MELB-A8001	F	FINISHES PLAN SHEET 2	1	CD
23-13058-MELB-A8002	F	FINISHES SCHEDULES	1	CD
23-13058-MELB-A8003	B	FINISHES SCHEDULE SHEET 2	1	CD
23-13058-MELB-A8010	B	PAINT PLANS SHEET 1	1	CD
23-13058-MELB-A8011	B	PAINT PLANS SHEET 2	1	CD
23-13058-MELB-A8100	F	FURNITURE PLAN SHEET 1	1	CD
23-13058-MELB-A8101	F	FURNITURE PLAN SHEET 2	1	CD
23-13058-MELB-A8200	F	EQUIPMENT PLAN SHEET 1	1	CD
23-13058-MELB-A8201	F	EQUIPMENT PLAN SHEET 2	1	CD
23-13058-MELB-A8500	F	JOINERY SHEET 1	1	CD
23-13058-MELB-A8501	F	JOINERY SHEET 2	1	CD
23-13058-MELB-A9100	G	FIRE SEPARATION - SHEET 1	1	CD
23-13058-MELB-A9101	G	FIRE SEPARATION - SHEET 2	1	CD
23/13058/54056	B	ARCHITECTURAL SPECIFICATION	1	CD

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#### SECURITY DOCUMENTATION

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33-14846-R001	C	MELBOURNE TOWER IAS EACS SYSTEM BLOCK DIAGRAM	1	CD
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33-14846-R002	C	CCTV BLOCK DIAGRAM	1	CD
33-14846-R003	C	CABINET LAYOUTS	1	CD
23-13058-MLB-R1000	D	MELBOURNE TOWER SECURITY, SECURITY LAYOUT SHEET 1	1	CD
23-13058-MLB-R1001	E	MELBOURNE TOWER SECURITY, SECURITY LAYOUT SHEET 1	1	CD
23/11219/39344	B	ELECTRONIC SECURITY SPECIFICATION	1	CD

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#### ELECTRICAL DOCUMENTATION

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23-13058-MLB-E0001	D	LEGEND AND TITLE PAGE	1	CD
23-13058-MLB-E0003	F	SINGLE LINE DIAGRAM	1	CD
23-13058-MLB-E0004	F	SUBMAINS CABLE SCHEDULES	1	CD
23-13058-MLB-E0005	A	DB SCHEDULES	1	CD
23-13058-MLB-E0006	F	COMMUNICATIONS SCHEMATIC	1	CD
23-13058-MLB-E0007	C	LIGHTING CONTROL SCHEMATIC	1	CD
23-13058-MLB-E0008	C	EARTHING SCHEMATIC	1	CD
23-13058-MLB-E0200	G	SITE PLAN AND CARPARK LIGHTING LAYOUT	1	CD
23-13058-MLB-E1001	F	POWER AND COMMUNICATIONS LAYOUT SHEET 1	1	CD
23-13058-MLB-E1002	F	POWER AND COMMUNICATIONS LAYOUT SHEET 2	1	CD
23-13058-MLB-E2001	F	LIGHTING LAYOUT SHEET 1	1	CD
23-13058-MLB-E2002	F	LIGHTING LAYOUT SHEET 2	1	CD
23-13058-MLB-E3001	D	CABLE TRAY LAYOUT	1	CD
23-13058-MLB-E3002	B	CABLE TRAY SECTIONS	1	CD
23-13058-MLB-E3003	B	GROUND FLOOR 3D CABLE TRAY LAYOUT	1	CD
23-13058-MLB-E3004	B	FUNNEL 3D CABLE TRAY LAYOUT	1	CD
23-13058-MLB-E4001	C	LIGHTNING PROTECTION LAYOUT SHEET 1	1	CD
23-13058-MLB-	C	LIGHTNING PROTECTION LAYOUT	1	CD

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E4002

SHEET 2

23/13058/53913	B	ELECTRICAL SPECIFICATION	1	CD
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**FIRE ENGINEERING DOCUMENTATION**


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23-13058-MLB-F1001	B	FIRE SUPPRESSION LAYOUT SHEET 1	1	CD
23-13058-MLB-F1002	B	FIRE SUPPRESSION LAYOUT SHEET 2	1	CD
23-13058-MLB-F2001	C	FIRE DETECTION LAYOUT SHEET 1	1	CD
23-13058-MLB-F2002	C	FIRE DETECTION LAYOUT SHEET 2	1	CD
23-13058-MLB-F0003	A	FIRE PROTECTION SERVICES	1	CD
23-13058-MLB-F0004	A	FIRE PROTECTION SERVICES - SCHEMATIC LAYOUT	1	CD
23/13058/54073	B	FIRE SUPPRESSION SPECIFICATION	1	CD
23-13058-F0001	A	FIRE PROTECTION SERVICES - SITE PLAN	1	CD
23-13058-F0002	A	FIRE PROTECTION SERVICES GROUND FLOOR	1	CD

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**MECHANICAL DOCUMENTATION**


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23-13058-MLB-M0001	F	MELBOURNE TOWER - MECHANICAL SERVICES - LEGEND AND NOTES	1	CD
23-13058-MLB-M0002	F	MELBOURNE TOWER - MECHANICAL SERVICES - LAYOUTS - SHEET 1	1	CD
23-13058-MLB-M0003	F	MELBOURNE TOWER - MECHANICAL SERVICES - LAYOUTS - SHEET 2	1	CD
23-13058-MLB-M0004	E	MELBOURNE TOWER - MECHANICAL SERVICES - LAYOUTS - SHEET 3	1	CD
23-13058-MLB-M0005	B	MELBOURNE TOWER - MECHANICAL SERVICES - LAYOUTS - SHEET 4	1	CD
23-13058-MLB-M0006	B	MELBOURNE TOWER - MECHANICAL SERVICES - SECTIONS - SHEET 1	1	CD
23-13058-MLB-M0007	B	MELBOURNE TOWER - MECHANICAL SERVICES - HEATING WATER SCHEMATIC	1	CD
23-13058-MLB-M0008	B	MELBOURNE TOWER - MECHANICAL SERVICES - CHILLED WATER SCHEMATIC	1	CD
23-13058-MLB-M0009	A	MELBOURNE TOWER - MECHANICAL SERVICES - SECTIONS - SHEET 2	1	CD
23-13058-MLB-M0010	A	MELBOURNE TOWER - MECHANICAL SERVICES - SECTIONS - SHEET 3	1	CD

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23/13058/53584	2	MECHANICAL SERVICES SPECIFICATION	1	CD
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#### HYDRAULIC DOCUMENTATION

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23-13058-MLB-H001	A	HYDRAULIC SERVICES - SITE SERVICES	1	CD
23-13058-MLB-H002	A	HYDRAULIC SERVICES - GROUND FLOOR PLUMBING DRAINAGE & RETICULATION, FIRE HYDRANTS & HOSE REELS	1	CD
23-13058-MLB-H003	A	HYDRAULIC SERVICES - LEVELS 1 - 8 SANITARY & STORMWATER DRAINAGE	1	CD
23-13058-MLB-H004	A	HYDRAULIC SERVICES - LEVELS 1 - 8 WATER RETICULATION, FIRE HYDRANTS & HOSE REELS	1	CD
23-13058-MLB-H005	A	HYDRAULIC SERVICES - DETAILS, ABBREVIATIONS & LEGEND OF SYMBOLS	1	CD
23/13058/54148	1	HYDRAULIC SPECIFICATION	1	CD

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#### LIFT DOCUMENTATION

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23/13058/54014	1	LIFT SPECIFICATION	1	CD
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#### MATERIALS

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21/17646/147530	B	CABIN GLAZING	1	CD
21/17464/147912	B	GLAZING LOUVRES AND COMPOSITE ALUMINIUM CLADDING	1	CD
21/17464/148334	B	ROOF WATERPROOFING SPECIFICATION	1	CD
21/17464/148149	B	CONCRETE WALL PAINT SPECIFICATION	1	CD

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#### STRUCTURAL DOCUMENTATION

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23-13058-MELB-S0001	F	STRUCTURAL DRAWING LIST	1	CD
23-13058-MELB-S0002	G	STANDARD STRUCTURAL NOTES - SHEET 1	1	CD
23-13058-MELB-S0003	G	STANDARD STRUCTURAL NOTES - SHEET 2	1	CD
23-13058-MELB-S1000	G	PILING PLAN	1	CD
23-13058-MELB-S1100	C	PILE CAP PLAN & DETAILS	1	CD

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23-13058-MELB-S2000	G	GROUND FLOOR SLAB PLAN	1	CD
23-13058-MELB-S3000	G	STAIR LANDING PLANS & DETAILS	1	CD
23-13058-MELB-S4000	G	TOWER CONCRETE SLAB PLANS	1	CD
23-13058-MELB-S4100	B	TOWER BOTTOM REINFORCEMENT PLANS	1	CD
23-13058-MELB-S4200	B	TOWER TOP REINFORCEMENT PLANS	1	CD
23-13058-MELB-S4300	B	TOWER CONCRETE COLUMN DETAILS	1	CD
23-13058-MELB-S4500	G	TOWER CONCRETE DETAILS	1	CD
23-13058-MELB-S5000	F	TOWER ROOF FRAMING PLAN & SECTIONS	1	CD
23-13058-MELB-S5001	B	TOWER ROOF SECTIONS	1	CD
23-13058-MELB-S5100	D	TOWER ROOF FRAMING DETAILS	1	CD
23-13058-MELB-S5500	F	ADMIN. BUILDING ROOF FRAMING PLAN	1	CD
23-13058-MELB-S5510	C	ADMIN BUILDING FRAMING SECTIONS SHEET 1	1	CD
23-13058-MELB-S5520	B	ADMIN. BUILDING FRAMING SECTIONS SHEET 2	1	CD
23-13058-MELB-S5600	D	ADMIN. BUILDING ROOF FRAMING DETAILS	1	CD
23-13058-MELB-S5700	B	ADMIN. BUILDING WALL DETAILS	1	CD
23-13058-MELB-S6000	G	CAST IN-SITU WALL DETAILS - SHEET 1	1	CD
23-13058-MELB-S6001	E	CAST IN-SITU WALL DETAILS - SHEET 2	1	CD
23-13058-MELB-S7000	G	STAIR DETAILS - SHEET 1	1	CD
23-13058-MELB-S7001	B	STAIR DETAILS - SHEET 2	1	CD
23/13058/147955	E	STRUCTURAL SPECIFICATION	1	CD

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#### CIVIL DOCUMENTATION

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23-13058-MLB-C0001	F	GENERAL NOTES AND LEGEND	1	CD
23-13058-MLB-C1000	F	GENERAL ARRANGEMENT	1	CD

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**RFT - Confidential Information**

23-13058-MLB-C1001	D	TYPICAL SECTIONS & DETAILS	1	CD
23-13058-MLB-C1002	D	DEMOLITION PLAN - CIVIL WORKS	1	CD
23-13058-MLB-C1003	F	PAVEMENT PLAN, LINEMARKING & SIGNAGE	1	CD
23-13058-MLB-C1004	D	KERB PLAN & SET-OUT TABLES	1	CD
23-13058-MLB-C1005	D	FOOTPATH PLAN & SET-OUT TABLES	1	CD
23-13058-MLB-C1006	C	ENCLOSURE SLAB & DETAILS	1	CD
23-13058-MLB-C2003	G	STORMWATER LAYOUT	1	CD
23-13058-MLB-C2004	D	STORMWATER LONGITUDINAL SECTION	1	CD
23-13058-MLB-C2005	D	STORMWATER NOTES AND DETAILS	1	CD
23-13058-MLB-C3000	D	EROSION & SEDIMENT CONTROL PLAN	1	CD
23-13058-MLB-C3001	D	EROSION & SEDIMENT CONTROL NOTES & DETAILS	1	CD
23/13058/53529	A	CIVIL SPECIFICATION	1	CD

## 9 ANNEXURE B TO PART 3 – SPECIFICATIONS, DRAWINGS AND OTHER DOCUMENTS - ADELAIDE NEW TOWER

Refer to Statement of Requirement, section 3.7 for a list of the Specifications, Drawings, Schedules and other documents.

These documents are available on CD/DVD for all Tenderers.

Complete list of GHD drawings and specifications is detailed below.

NUMBER	REV	DOCUMENT TITLE	COPIES	FORMAT
23-13058-ADEL-A0001	B	COVER SHEET	1	CD only
23-13058-ADEL-A0200	B	PROPOSED SITE PLAN	1	CD only
23-13058-ADEL-A1000	B	FLOOR PLANS SHEET 1	1	CD only
23-13058-ADEL-A1001	B	FLOOR PLANS SHEET 2	1	CD only
23-13058-ADEL-A1002	B	FLOOR PLANS SHEET 3	1	CD only
23-13058-ADEL-A1003	B	FLOOR PLANS SHEET 4	1	CD only
23-13058-ADEL-A1004	B	FLOOR PLANS SHEET 5	1	CD only
23-13058-ADEL-A1005	B	FLOOR PLANS SHEET 6	1	CD only
23-13058-ADEL-A1006	B	BASE BUILDING ROOF PLAN	1	CD only
23-13058-ADEL-A2000	B	REFLECTED CEILING PLANS SHEET 1	1	CD only
23-13058-ADEL-A2001	B	REFLECTED CEILING PLANS SHEET 2	1	CD only
23-13058-ADEL-A2100	B	CEILING DETAILS	1	CD only
23-13058-ADEL-A3000	B	ELEVATIONS SHEET 1	1	CD only
23-13058-ADEL-A3001	B	ELEVATIONS SHEET 2	1	CD only
23-13058-ADEL-	B	BUILDING SECTIONS SHEET 1	1	CD only

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A4000				
23-13058-ADEL-A4001	B	BUILDING SECTIONS SHEET 2	1	CD only
23-13058-ADEL-A4002	B	ENLARGED CABIN SECTION 1	1	CD only
23-13058-ADEL-SKA0102	A	3D VIEW	1	CD only

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**RFT - Confidential Information**



AIRSERVICES AUSTRALIA

**RFT No. ASA PRN 715-09**  
**PART 4 – TENDER RESPONSE SCHEDULES**

**NATIONAL TOWERS PROGRAM**  
**NEW TOWERS PROJECT**  
**MELBOURNE NEW TOWER and/or**  
**ADELAIDE NEW TOWER**

***RFT - Confidential Information***

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## **INTRODUCTION**

The Tender Response Schedules set out in this RFT, Part 4 describe the information that the Tenderer is required to provide in their Tender. It is the Tenderer's responsibility to ensure that the information provided is clear, accurate and complete to allow a full evaluation.

The Tenderer must specifically address every item in each Tender Response Schedule in the format set out and/or requested in that Schedule. Where the Tenderer is required to provide additional requirements or further information, the Tenderer must clearly mark the Schedule/Annexure with the applicable Schedule reference.

Note: The Tenderer must fill in all sections, if a site/location is not being tendered place N/A into the associated schedules.

## **PART A – MELBOURNE NEW TOWER AND/OR ADELAIDE NEW TOWER**

### **SCHEDULE 1. SCOPE OF WORKS**

**1.1** *Tenderers shall nominate the aspects of the Statement of Requirements for which they are tendering. Please circle/mark the appropriate tower / combination below, or write appropriate option on line provided. .*

OPTION 1A – Melbourne New Tower	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
OPTION 1B – Adelaide New Tower	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
OPTION 2 – Both Melbourne and Adelaide New Towers	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

.....

## SCHEDULE 2. TENDERERS DETAILS

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**2.1**      **Tenderer's full name.**

Insert response...

**2.2**      **If an Australian company, its' ACN and if registered for business purposes, its ABN.**

Insert response...

**2.3**      **If a company, its registered office and principal place of business.**

Insert response...

**2.4**      **If a company, the date and place of incorporation.**

Insert response...

**2.5** If a partnership, details of the partnership agreement. [A copy of the partnership agreement must be annexed to the *Tender Response*]

Insert response...

**2.6** Any other trading or business name/s.

Insert response...

**2.7** Name and contact details of the officer responsible for the *Tender Response* (who will be responsible for answering all ASA's requests for clarification or further information).

Insert response...

**2.8** Location of the *Tenderer's* main administrative centre and the place(s) from which supply of the *Works* would be managed and supplied.

Insert response...

**2.9** Details of the *Tenderer's* operating locations, including business structure chart.

Insert response...

**2.10 Number of personnel at each operating location.**

Insert response...

**2.11 If a company, details of private or public ownership, and signatories.**

Insert response...

**2.12 Details of the *Tenderer's* ownership structure, including, if a company, details of any related bodies corporate within the meaning of section 50 of the *Corporations Act 2001* (Cth).**

Insert response...

**2.13 If a company, details of any shareholder holding 20% or more of the issued share capital.**

Insert response...

**2.14** Whether the proposed contracting entity is a trustee or trustee company and if so, details of the relevant trust. [A copy of the trust deed and any variations must be annexed to the *Tender Response*].

Insert response...

**2.15** Details set out at 2.1 to 2.14 above (inclusive) for each proposed *Tenderer* subsidiary or *Tenderer* group company required for the *Tenderer* to supply the *Works*.

Insert response...

**2.16** Please note the *Tenderer's* Building Practitioners Licence Number.

Insert response...

## SCHEDULE 3. TENDERER DECLARATION

Tenderers must include in their Tender Response a statutory declaration in the following form.

### **TENDERER STATUTORY DECLARATION FOR RESPONSE TO AIRSERVICES AUSTRALIA RFT 715-09-**

I, <Tenderer to insert name of individual making the statutory declaration>  
of <Tenderer to insert address of individual making the statutory declaration>  
am a <Tenderer to insert "director" or "authorised officer", whichever applies>  
of <Tenderer to insert name of Tenderer and identifying details such as ACN and ABN>  
("Tenderer").

I solemnly and sincerely declare the following:

2.1 I am authorised by the Tenderer to make this declaration.

2.2 Except where specifically defined in this document, defined terms used in this statutory declaration have the same meaning as in the RFT.

2.3 I declare that the Tenderer:

tenders its offer to Airservices Australia to supply the Works as set out in the Tender Response, which is accurate and complete in every respect;

understands all Parts of the RFT;

agrees to the Conditions of Tender for the RFT;

has not used any information improperly obtained from Airservices Australia or any other Commonwealth government department or agency to prepare its Tender Response;

has not engaged and will not engage in any collusive or anti-competitive conduct with any other person in relation to the preparation or lodgement of this or any other Tender Response to the RFT or supply of the Works; and

has not attempted and will not attempt to improperly influence any Representative of Airservices Australia in connection with evaluation of Tender Responses to the RFT.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under Section 11 of the Statutory Declaration Act 1959 (Cwlth) and I believe that the statements in this declaration are true in every particular.

.....  
<declarant to insert their name in capital letters>

DECLARED by <witness to insert declarant's name> on <witness to insert date of declaration>  
before me:

.....  
....  
Signature of witness                      Occupation of witness

.....  
....  
Name of witness (capital letters)                      Address of witness

## SCHEDULE 4. TENDERER'S UNDERTAKING OF COMPLIANCE WITH THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

1. This undertaking must be completed by the *Tenderer* and lodged with its Tender Response. Any Tender Response in which this undertaking is not completed may be excluded from consideration.

(Insert full name of Tenderer in block letters and ABN – if any)

has complied with the Code of Practice for the Construction Industry ("*Code*") and the Industry Guidelines for the Workplace Relations and Occupational Health and Safety components of the National Code of Practice for the Construction Industry ("*Industry Guidelines*"), August 2009, in preparing this *RFT* for the *Works* set out in the *RFT*.

2. The *Tenderer* undertakes that it complies with the *Code* and *Industry Guidelines*, and has complied with the *Code* and *Industry Guidelines* from the time of lodgement of this *Response*, and that it has required compliance by its related entities (see section 3.5 of the *Industry Guidelines*).

3. The *Tenderer* undertakes to ensure compliance from all subcontractors and consultants engaged on the supply of the *Requirement*, should it be the successful *Tenderer*. All contracts must expressly require compliance with the *Code* and *Guidelines*.

4. The *Tenderer* agrees that it and its subcontractors and its related entities will provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:

- (a) inspect any work, material, machinery, appliance article or facility;
- (b) inspect and copy any record relevant to the supply of the *Works*;
- (c) interview any person; and
- (d) any document requested under the Conditions of Contract. The document must be provided within the period specified either in person, by fax or by post,

As is necessary to demonstrate its compliance with the *Code* and *Industry Guidelines*.

The *Tenderer* undertakes to comply with the *Code* and the *Industry Guidelines* in supplying the *Works*, should it be the successful *Tenderer*.

3. The *Tenderer* acknowledges that it is aware the Commonwealth or Minister for Employment and Workplace Relations may impose a sanction on a *Tenderer* or contractor that does not comply with the *Code* and *Industry Guidelines*. The sanction imposed may include but may not be limited to:

- (a) the reporting of the breach to an appropriate statutory body or law enforcement agency, or industry association;
- (b) issuing of a formal warning that future breaches may lead to more significant sanctions;
- (c) preclusion from tendering for any Commonwealth work for a specified period;
- (d) communication of sanction details to all Commonwealth agencies to ensure a 'whole of Government' approach;

- (e) publication of details of the breach and identification of the party committing the breach; and
  - (f) a reduction in the number of tendering opportunities that are given.
4. The *Tenderer* acknowledges that the Commonwealth, its agencies (including Airservices Australia) and Ministers, must be able to disclose information concerning compliance with the *Code* and *Industry Guidelines* in order to facilitate compliance with the *Code* and *Industry Guidelines* and for the exercise of their statutory and portfolio responsibilities ("*Purpose*").
- (a) The *Tenderer* hereby gives its consent, and confirms that its related entities given their consent, to disclosure by the Commonwealth, its agencies (including Airservices Australia) and Ministers, of information concerning the *Tenderer's* and its related entities' compliance with the *Code* and *Industry Guidelines* and whether or not a sanction has been imposed on the *Tenderer* and /or related entity of the *Tenderer*, for the *Purpose*.

OR

- (b) The *Tenderer* has previously given its consent, and confirms that its related entities have previously given their consent, to disclosure by the Commonwealth, its agencies (including Airservices Australia) and Ministers, of information concerning the *Tenderer's* and its related entities' compliance with the *Code* and *Industry Guidelines* whether or not a sanction has been imposed on the *Tenderer* and /or a related entity of the *Tenderer*, for the *Purpose* and confirms that it has not revoked that consent.

(The *Tenderer* is to delete (a) or (b) as applicable)

5. The *Tenderer* has obtained or will obtain the consent of each subcontractor proposed in its *Tender Response* to disclose by the Commonwealth, its agencies (including Airservices Australia) and Ministers, of information concerning the proposed subcontractors, compliance with the *Code* and *Industry Guidelines* and whether or not a sanction has been imposed on the proposed subcontractor, for the *Purpose*.

6. The consents provided in this Undertaking are not limited to this tender process as the *Tenderer* is expected to comply with the *Code* in future projects.

7. The *Tenderer* will:

- (a) Describe how the *Tenderer* has complied with the *Code* and *Industry Guidelines* in the past (if the *Tenderer* has undertaken Australian Government funded construction work in the past) and how it will comply if successful. For example, the *Tenderer* will:
  - (i) comply with the *Code* and *Industry Guidelines*;
  - (ii) require compliance with the *Code* and *Industry Guidelines* from all subcontractors before doing business with them;
  - (iii) apply the *Code* and *Industry Guidelines* to privately funded projects that commence after they first lodge an expression of interest or tender for Australian Government projects if the expression of interest or tender occurs on or after 1 November 2005;

- (iv) ensure that contractual documents allow for a person occupying a position in the ABCC to access sites, documents and personnel to monitor compliance with the *Code* and *Industry Guidelines*, including privately funded construction sites;
  - (v) ensure project managers or head contractors establish appropriate processes to ensure freedom of association;
  - (vi) ensure there is an occupational health safety and rehabilitation (OHS&R) plan for the project;
  - (vii) respond to requests for information concerning *Code*-related matters made on behalf of the Code Monitoring Group (CMG);
  - (viii) where practicable, ensure contractors or subcontractors initiate voluntary remedial action aimed at rectifying non-compliant behaviour when it is drawn to their attention;
  - (ix) ensure that the CMG secretariat is notified of any alleged breaches, voluntary remedial action taken or other *Code*-related matters within 21 days of the party becoming aware of the alleged breach; and
  - (x) be aware that and ensure that sanctions applied under the *Code* are enforced including the exclusion of identified parties from work opportunities in accordance with decisions advised by CMG.
- (b) Where the Tenderer proposes to subcontract an element of the work, the Tenderer is either to:
- (i) provide the information detailed at (a) in relation to each subcontractor; or
  - (ii) detail how the *Tenderer* intends to ensure compliance with the *Code* and *Industry Guidelines* by each subcontractor.
- (c) Ensure that where threatened or actual industrial action occurs on a project, contractors subcontractors, consultants or project managers report such action to Airservices Australia

#### **Privately Funded Projects:**

8. The *Tenderer* declares that, in respect to privately funded projects:
- (a) The *Tenderer* and its related entities will comply with the *Code* and *Industry Guidelines* on all the *Tenderer's* and its related entities' future privately funded projects.
  - (b) The *Tenderer* must maintain adequate records of compliance with the *Code* and *Industry Guidelines* by the *Tenderer*, its subcontractors and related entities.
  - (c) The *Tenderer* agrees that it and any of its related entities will provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:
    - (i) inspect any work, material, machinery, appliance, article or facility;
    - (ii) inspect and copy any record relevant to the *Works* the subject of the *Conditions of Contract*; and
    - (iii) interview any person

as is necessary to allow validation of its compliance with the *Code* and *Industry Guidelines*.

- (d) The Tenderer agrees that the Tenderer and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.
- (e) The Tenderer will ensure that the Tenderer and its related entities permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to have access to records and to the related entities' and subcontractors' premises (to inspect and copy records), as is necessary to ensure that the subcontractors and related entities are complying with the Code and Industry Guidelines.

SIGNED by

.....  
Signature

<insert name in block letters>

as authorised representative for the *Tenderer*

<insert date>

## SCHEDULE 5. SYSTEMS AND PROCEDURES ✓

- 5.1 The Tenderer shall demonstrate / describe how problems and conflict, which may arise during the Works, will be kept to a minimum. Resolution methods and structure should also be included.

Insert response...

- 5.2 The Tenderer shall provide a details and copy of documentation evidencing certification / accreditation to;

- Quality (ISO 9001:2000),
- OH&S (AS/NZS 4801:2001,
- Environment (ISO 14001:2004), and
- Other (please specify/provide)...

Note: The Tenderer shall annex this requirement to their Tender Response.

Annex to Tender Response.

- 5.3 The Tenderer is to provide details of Company and/or Key Personnel experience using Project Centre or equivalent web-based/collaborative tool.

Insert response...

## SCHEDULE 6. OCCUPATIONAL HEALTH AND SAFETY

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

### 6.1 The Tenderer shall complete the OHS Management System Questionnaire.

Complete Schedule provided below.

### **OHS Management System Questionnaire**

1	<b>OHS Policy and Management</b>	Yes	No
1.1	Is there a written company health and safety policy?  <i>If yes provide a copy of policy.</i> <i>Comments:</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Does the company have an OHS Management System certified by a recognised independent authority (eg: SafetyMAP)?  <i>If Yes provide details:</i> .....	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Is there a company OHS Management System manual or plan?  <i>If yes provide a copy of contents page(s).</i> <i>Comments:</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
1.4	Are health and safety responsibilities clearly identified for all levels of staff?  <i>If Yes provide details:</i> ..... .....	<input type="checkbox"/>	<input type="checkbox"/>
2	<b>Safe Work Practices and Procedures</b>		

- 2.1 Has the company prepared safe operating procedures or specific safety instructions relevant to its operations? ☐ ☐

*If yes, provide a summary listing of procedures or instructions. Comments: .....*

- 2.2 Does the company have any permit to work systems? ☐ ☐

*If Yes, provide a summary listing or permits: .....*

- 2.3 Is there a documented incident investigation procedure? ☐ ☐

*If Yes provide a copy of a standard incident report form.*

- 2.4 Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company? ☐ ☐

*If Yes, provide details: .....*

- 2.5 Are there procedures for storing and handling hazardous substances? ☐ ☐

*If Yes, provide details: .....*

- 2.6 Are there procedures for identifying, assessing and controlling risks associated with manual handling? ☐ ☐

*If Yes, provide details: .....*

- 3 **OHS Training** Yes No

- 3.1 Describe how health and safety training is conducted in your company: .....

- 3.2 Is a record maintained of all training and induction programs undertaken for employees in your company? ☐ ☐

*If Yes, provide examples of safety training records: .....*

- 4 **Health and Safety Workplace Inspection**

- 4.1 Are regular health and safety inspections at worksites undertaken? ☐ ☐

*If Yes, provide details: .....*

- 4.2 Are standard workplace inspection checklists used to conduct health and safety inspections? ☐ ☐

*If Yes, provide details or examples: .....*

- 4.3 Is there a procedure by which employees can report hazards at workplaces? ☐ ☐

*If Yes, provide details: .....*

## 5 Health and Safety Consultation

- 5.1 Is there a workplace health and safety committee? ☐ ☐

- 5.2 Are employees involved in decision making over OHS matters? ☐ ☐

*If Yes, please provide details: .....*

- 5.3 Are there employee elected health and safety representatives? ☐ ☐

*Comments: .....*

## 6 OHS Performance Monitoring

- 6.1 Is there a system for recording and analysing health and safety performance statistics? ☐ ☐

*If Yes provide details: .....*

- 6.2 Are employees regularly provided with information on company health and safety performance? ☐ ☐

*If Yes, provide details: .....*

- 6.3 Has the company ever been convicted of an occupational health and safety offence? ☐ ☐

*If Yes, provide details: .....*

## 7 Company References

- 7.1 Please provide the following information for the three (3) most recent contracts completed by the company:

	Contract 1	Contract 2	Contract 3
Contract Description			

<b>Client</b>			
<b>Contact</b>			
<b>Phone No.:</b>			
<b>Number of lost time injuries</b>			
<b>Number of person days on contract</b>			
<b>Total days lost due to injuries</b>			

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## SCHEDULE 7. CONFLICT OF INTEREST

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**7.1** Details of any known circumstances that have given, or may give, rise to an actual or perceived conflict of interest in connection with this RFT or with supplying the Works.

Insert response.

**7.2** Details of the manner in which the Tenderer has resolved or would resolve any such conflict of interest.

Insert response.

## SCHEDULE 8. REGULATORY

The Tenderer is required to provide the following information:

8.1 Statement about whether the Tenderer (and each subcontractor / consultant) is currently named as not complying with the Equal Opportunity for Women in the Workplace Act 1999 (Cth).

Insert response.

8.2 Describe how the Tenderer has complied with the National Code of Practice for the Construction Industry (the Code) and the Industry Guidelines in the past and how the Tenderer intends to comply with the Code and the Industry Guidelines in supplying the Requirement should it be the successful Tenderer.

Insert response

## SCHEDULE 9. INTELLECTUAL PROPERTY RIGHTS

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

- 9.1** Details of all intellectual property rights the *Tenderer* will need to exercise to supply the *Works* in particular (as distinct from those required for its day to day operations), including the identification of sole/joint owner(s) of the IPRs, whether the *Tenderer* is a licensee of the IPRs and, if applicable, licensor details, scope of licence, modification rights, term, termination and revocation provisions, sub-licensee rights, as well as details of any exclusive rights affecting the IPRs, maintenance & support arrangements, escrow arrangements and details of any restrictions or limitations on, or features of, those IPRs that may affect any supply of the *Works* by the *Tenderer*.

Insert response.

- 9.2** Details of the *Tenderer's* strategy for preserving the confidentiality of ASA's information.

Insert response.

## SCHEDULE 10. COMPLIANCE WITH THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**10.1 Describe how the *Tenderer* has complied with the *Code* and the *Industry Guidelines* in the past.**

Insert Reponse.

**10.2 Describe how the *Tenderer* intends to comply with the *Code* and the *Industry Guidelines* in supplying the *Requirement* should it be the successful *Tenderer*.**

Insert Reponse.

**10.3 Where the *Tenderer* proposes to subcontract an element of supply of the *Requirement* the *Response* is to either:**

- (a) provide the information detailed above (10.1 and 10.2) in relation to each subcontractor; or
- (b) detail how the *Tenderer* intends to ensure compliance with the *Code* and *Industry Guidelines* by each subcontractor.

Insert Reponse.

## SCHEDULE 11. STATEMENT OF COMPLIANCE

The Tenderer must comply with the following in completing this Schedule.

Tenderers are required to include in their Tender Response a Statement of Compliance:

for Part 1 – Conditions of Tender, in the format set out below; and

for Part 2 – Conditions of Contract (Melbourne), in the format set out below; and

for Part 2 – Conditions of Contract (Adelaide), in the format set out below; and

for Part 3 – Statement of Requirement, in the format set out below.

Non committal terms such as “Noted” must not be used. Statements must be limited to the following expressions:

- (a) **Complies (“C”)** means In the case of a clause which imposes a contractual condition, that the condition is agreed to; or in the case of a clause which specifies a characteristic or performance to be met by the *Works* to be supplied, that the offered Tender Response is to provide the Works as specified;
- (b) **Does not comply (“DNC”)** means that the complete contractual condition, characteristic or performance requirement of the clause is not met by the *Tenderer’s* offered Tender Response. Full details of the extent of the non-compliance and potential to comply must be stated and, for *Conditions of Contract*, alternative proposed wording must be provided. The *Tenderer* must provide separately a summary list of clauses in respect of which there is non-compliance.
- (c) **Partially complies (“PC”)** means that the contractual condition, characteristic or performance requirement can be met by the *Tenderer’s* offered Response, subject to certain qualifications, which must be stated in full. For *Conditions of Contract* alternative proposed wording accurately reflecting the qualification must be provided.
- (d) **Understood and agreed (“UA”)** means in the case of a clause which is of an informative nature only, that the clause has been read and understood and is agreed.
- (e) **Significantly exceeds requirement (“SER”)** means the Response offered by the *Tenderer* exceeds the specified requirements. Full details of the extent of variation from the specified requirement should be stated.

### 11.1 STATEMENT OF COMPLIANCE TO RFT PART 1 – CONDITIONS OF TENDERING

Complete attached Excel spreadsheet 'compliance' document NT4.2, Sheet entitled 11.1.

### 11.2 STATEMENT OF COMPLIANCE TO RFT PART 2 – CONDITIONS OF CONTRACT (MELBOURNE)

Complete attached Excel spreadsheet 'compliance' document NT4.2, Sheet entitled 11.2.

### 11.3 STATEMENT OF COMPLIANCE TO RFT PART 2 – CONDITIONS OF CONTRACT (ADELAIDE)

Complete attached Excel spreadsheet 'compliance' document NT4.2, Sheet entitled 11.3.

### 11.4 STATEMENT OF COMPLIANCE TO RFT PART 3 – STATEMENT OF REQUIREMENTS

Complete attached Excel spreadsheet 'compliance' document NT4.2, Sheet entitled 11.4.

## SCHEDULE 12. FINANCIAL CAPACITY

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**12.1** *Tenderer's* shall confirm the supply of two (2) unconditional Bank Guarantees, each to the value of 2.5% of the contract sum. The Bank Guarantees must be supplied from the ASA listed of approved lending institutions this is available at the following web site.  
<http://www.apra.gov.au/adi/ADIList.cfm>

Insert response...

### 12.2 Please include:

(a)	Audited profit and loss statements for the <i>Tenderer</i> for the last 3 financial years	Yes	No
(b)	Audited cash flow statements for the <i>Tenderer</i> for the last 3 financial years	Yes	No
(c)	Audited balance sheets for the <i>Tenderer</i> for the last 3 financial years	Yes	No

Where such information cannot be provided, please supply a statement prepared by a professional accountant or auditor attesting to the financial viability of the *Tenderer*.

**12.3** Details of any current or pending litigation or other legal action involving the *Tenderer* including the amount of any damages or compensation claimed.

Insert response...

**12.4** **Tenderers shall provide evidence of certificates of currency for insurances, including details of the level of cover held and any exclusions to those policies. The Tenderer shall confirm the Contract requirements have or will be met.**

Note: The Tenderer shall annex this requirement to their Tender Response.

Annex to Tender Response

**12.5** **Tenderers shall provide details of their insurance claims history in the last 5 years. The Tenderer shall provide copies of the relevant certificates of currency for that claim.**

Note: The Tenderer shall annex this requirement to their Tender Response.

Annex to Tender Response

**12.6** **Tenderers are required to submit a copy of the latest credit rating report conducted by any of the following credit rating agencies:**

- Dun and Bradstreet,
- Standard and Poors,
- Moodys, or
- Other (please specify).

Annex to Tender Response

## **PART B – MELBOURNE NEW TOWER**

### **SCHEDULE 13. PROJECT TEAM (MELBOURNE)**

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**13.1 The Tenderer shall provide a chart showing their project team structures and locations including key personnel, project support team, relationships and communications.**

Note: The Tenderer is advised that ASA consider a full-time foreman (or equivalent) essential for the duration of the Construction period.

Insert response...

**13.2 The Tenderer must provide a list of the Key Personnel for the Works. Each key personnel shall provide a copy of curriculum vitae (approx 1 page in length) and two (2) references whom have previously acted as Superintendent on a past project.**

Note: The Tenderer shall annex this requirement to their Tender Response.

Annex to Tender Response

### SCHEDULE 13.2 – SCHEDULE OF KEY PERSONNEL (MELBOURNE)

This schedule must be fully completed by the Tenderer and lodged with its Tender Response.

PROJECT TEAM ROLE	PERSONNEL NAME	COMPANY POSITION (TITLE)	SUPERINTENDENT REFERENCE #1	SUPERINTENDENT REFERENCE #2	CV ATTACHED (Y / N)

## SCHEDULE 14. PREVIOUS EXPERIENCE (MELBOURNE)

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**14.1 The Tenderer must provide details of at least 6 past comparable / relevant projects by the Company. (Eg; Contract Sum, Program, Construction Type / Technique, Airservices / Airport / Defence Experience, Airside / Landside Experience, etc).**

Annex to Tender Response including the following information as a minimum:

Project Name

Project Address

Contract Sum

Project Start Date

Original Practical Completion Date

Actual Practical Completion Date

Superintendent Contact Details

Client Contact Details

Specifically Outline comparable aspects of Project

Names of key personnel on project that are proposed for this contract

Names of key Sub-contractors / consultants on project that are proposed for this contract

**14.2 Please identify at least 2 comparable / relevant projects and contact person details that a Site Inspection can be provided during the Tender Evaluation period, if requested. This purpose is for the Tender Evaluation Team to review the comparable nature, quality, etc**

Insert Response

**SCHEDULE 15.  
(MELBOURNE)**

**METHODOLOGY, CAPACITY AND CAPABILITY**

15.1 Please advise your current commitments / work-in-progress and any work that may commence during delivery of the Works. Please provide details of the Client, location of the work, its value and its expected commencement and completion dates. This must be annexed to the Tender Response.

✓ Complete Schedule provided.

15.2 The Tenderer shall provide a concise description of why they are the most suitable Contractor for this unique construction project.

✓ Insert response...

15.3 The Tenderer shall provide a concise description of their proposed construction methodology and approach to the Works.

✓ Insert response...

**15.4** The Tenderer shall provide a detailed assessment and layout plan for the proposed site compound (refer attached). (Eg: Proposed locations for site sheds and amenities, Loading zones (both on street and otherwise) and protection, Storage areas, Access for vehicles and equipment onto the Site, If the above are to be relocated during construction the new locations and any sequences of relocation). The Tenderer shall identify any suggestions or additional requirements for the delivery of the Works.

Annex to Tender Response.  
Insert response...

**15.5** The Tenderer shall provide a list of the key Risk Management issues related to these Works and proposed mitigation strategy.

Annex to Tender Response.

## SCHEDULE 15.1 - SCHEDULE OF CURRENT AND PENDING COMMITMENTS

This schedule must be fully completed by the Tenderer and lodged with its Tender Response.

CLIENT / PROJECT NAME	CURRENT OR PENDING	CONTRACT SUM	COMMENCEMENT DATE	COMPLETION DATE	LOCATION OF PROJECT	RESOURCES REQUIRED

**RFT - Confidential Information**

## **SCHEDULE 16. PROGRAM AND WORKS (MELBOURNE)**

- 16.1 The Tenderer must provide a Draft Tender Construction Program clearly showing all major activities necessary for completion of the Works. Activities shall clearly demonstrate critical path, long lead items, and major milestones. The Contractor is to include and identify 20 days float for inclement weather.**

Note: The Tenderer shall annex this requirement to their Tender Response.

Annex to Tender Response.

Insert response...

- 16.2 If tendering for both Melbourne and Adelaide towers, the Tenderer shall provide a methodology to identify advantages/disadvantages for ASA to consider with regard to the Draft Tender Construction Program, (eg: sequential or concurrent construction delivery of the two towers).**

Note: This question is repeated in 22.2. Tenderer to adapt or repeat answer as appropriate.

Insert response...

- 16.3 The Tenderer shall provide a Draft Construction Management Plan to demonstrate their understanding of the site specific requirements.**

Note: The Tenderer shall annex this requirement to their Tender Response.

Annex to Tender Response.

## **SCHEDULE 17. SUB CONTRACTS (MELBOURNE)**

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

- 17.1 Confirmation that the Tenderer will be the prime contractor, and as prime contractor, will:**
- (a) take full responsibility for the Response and any supply of the Works; and**
  - (b) be the sole point of contact with ASA in connection with this RFT unless ASA requires otherwise.**

Insert response.

- 17.2 The Tenderer is to submit a list of proposed subcontractors for all Trades in the delivery of the Works. This must be annexed to the Tender Response.**

Insert (or Append) response.

## **SCHEDULE 18. SUPPLEMENTARY INFORMATION (MELBOURNE)**

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**18.1 Any and all supplementary information the *Tenderer* wants to provide.**

Note: The Tenderer shall annex this requirement to their Tender Response.

Insert (or Append) response.

## **PART C – ADELAIDE NEW TOWER**

### **SCHEDULE 19. PROJECT TEAM (ADELAIDE)**

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**19.1 The Tenderer shall provide a chart showing their project team structures and locations including key personnel, project support team, relationships and communications.**

Note: The Tenderer is advised that ASA consider a full-time foreman (or equivalent) essential for the duration of the Construction period.

Insert response...

**19.2 The Tenderer must provide a list of the Key Personnel for the Works. Each key personnel shall provide a copy of curriculum vitae (approx 1 page in length) and two (2) references whom have previously acted as Superintendent on a past project.**

Note: The Tenderer shall annex this requirement to their Tender Response.

Annex to Tender Response

**SCHEDULE 19.2 – SCHEDULE OF KEY PERSONNEL (ADELAIDE NEW TOWER)**

This schedule must be fully completed by the Tenderer and lodged with its Tender Response.

PROJECT TEAM ROLE	PERSONNEL NAME	COMPANY POSITION (TITLE)	SUPERINTENDENT REFERENCE #1	SUPERINTENDENT REFERENCE #2	CV ATTACHED (Y / N)

## **SCHEDULE 20. PREVIOUS EXPERIENCE (ADELAIDE)**

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**20.1 The Tenderer must provide details of at least 6 past comparable / relevant projects by the Company. (Eg: Contract Sum, Program, Construction Type / Technique, Airservices / Airport / Defence Experience, Airside / Landside Experience, etc).**

Annex to Tender Response including the following information as a minimum:

Project Name

Project Address

Contract Sum

Project Start Date

Original Practical Completion Date

Actual Practical Completion Date

Superintendent Contact Details

Client Contact Details

Specifically Outline comparable aspects of Project

Names of key personnel on project that are proposed for this contract

Names of key Sub-contractors / consultants on project that are proposed for this contract

**20.2 Please identify at least 2 comparable / relevant projects and contact person details that a Site Inspection can be provided during the Tender Evaluation period, if requested. This purpose is for the Tender Evaluation Team to review the comparable nature, quality, etc**

Insert Response

## **SCHEDULE 21.      METHODOLOGY, CAPACITY AND CAPABILITY (ADELAIDE)**

**21.1 Please advise your current commitments / work-in-progress and any work that may commence during delivery of the Works. Please provide details of the Client, location of the work, its value and its expected commencement and completion dates. This must be annexed to the Tender Response.**

Complete Schedule provided.

**21.2 The Tenderer shall provide a concise description of why they are the most suitable Contractor for this unique construction project.**

Insert response...

**21.3 The Tenderer shall provide a concise description of their proposed construction methodology and approach to the Works.**

Insert response...

**21.4** The Tenderer shall provide a detailed assessment and layout plan for the proposed site compound (refer attached). (Eg: Proposed locations for site sheds and amenities, Loading zones (both on street and otherwise) and protection, Storage areas, Access for vehicles and equipment onto the Site, If the above are to be relocated during construction the new locations and any sequences of relocation). The Tenderer shall identify any suggestions or additional requirements for the delivery of the Works.

Annex to Tender Response.  
Insert response...

**21.5** The Tenderer shall provide a list of the key Risk Management issues related to these Works and proposed mitigation strategy.

Annex to Tender Response.

## SCHEDULE 21.2 - SCHEDULE OF CURRENT AND PENDING COMMITMENTS (ADELAIDE NEW TOWER)

This schedule must be fully completed by the Tenderer and lodged with its Tender Response.

CLIENT / PROJECT NAME	CURRENT OR PENDING	CONTRACT SUM	COMMENCEMENT DATE	COMPLETION DATE	LOCATION OF PROJECT	RESOURCES REQUIRED

## **SCHEDULE 22.      PROGRAM AND WORKS (ADELAIDE)**

- 22.1      The Tenderer must provide a Draft Tender Construction Program clearly showing all major activities necessary for completion of the Works. Activities shall clearly demonstrate critical path, long lead items, and major milestones. The Contractor is to include and identify 20 days float for inclement weather.**

**Note:** The Tenderer shall annex this requirement to their Tender Response.

Annex to Tender Response.

Insert response...

- 22.2      If tendering for both Melbourne and Adelaide towers, the Tenderer shall provide a methodology to identify advantages/disadvantages for ASA to consider with regard to the Draft Tender Construction Program, (eg: sequential or concurrent construction delivery of the two towers).**

**Note:** This question is repeated in 16.2 (MELB). Tenderer to adapt or repeat answer as appropriate.

Insert response...

- 22.3      The Tenderer shall provide a Draft Construction Management Plan to demonstrate their understanding of the site specific requirements.**

**Note:** The Tenderer shall annex this requirement to their Tender Response.

Annex to Tender Response.

## **SCHEDULE 23. SUB CONTRACTS (ADELAIDE)**

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

- 23.1 Confirmation that the Tenderer will be the prime contractor, and as prime contractor, will:**
- (a) take full responsibility for the Response and any supply of the Works; and**
  - (b) be the sole point of contact with ASA in connection with this RFT unless ASA requires otherwise.**

Insert response.

- 23.2 The Tenderer is to submit a list of proposed subcontractors for all Trades in the delivery of the Works. This must be annexed to the Tender Response.**

Insert (or Append) response.

## **SCHEDULE 24. SUPPLEMENTARY INFORMATION (ADELAIDE)**

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

**24.1 Any and all supplementary information the *Tenderer* wants to provide.**

Note: The Tenderer shall annex this requirement to their Tender Response.

Insert (or Append) response.

## **PART D – PRICING SCHEDULE**

### **SCHEDULE 25. PRICING**

The Tenderer is required to provide the following information. The Tenderer shall provide their answers into the electronic version of this document, directly below the relevant question or into the relevant Schedules (as indicated).

NOTES: TENDERERS WISHING TO LODGE AN ALTERNATIVE PROPOSAL, MUST DO SO AS A SEPARATE LODGEMENT. REFER TO PART 1: CONDITIONS OF TENDER:

**25.1 The Tenderer must complete Fixed Lump Sum Pricing Table/s within the Excel spreadsheet format provided.**

Complete attached Excel spreadsheet 'pricing schedule' document NT4.1.

**25.2 The Tenderer must complete Provisional Items Pricing Table/s within the Excel spreadsheet format provided.**

Complete attached Excel spreadsheet 'pricing schedule' document NT4.1.

**25.3 Details of Hourly Rates for Key Personnel for the purpose of assessing variations and other claims.**

Complete attached Excel spreadsheet 'pricing schedule' document NT4.1.

**25.4 The Tenderer must complete Schedule of Rates Pricing Table/s within the GHD Specifications and attach.**

Complete and append GHD Schedules.

**25.5 Please provide a cash flow/s prediction based on proposed construction period/s.**

Insert (or Append) response.

**25.6 Details of all other costs that may be applicable to ASA in acquiring the Works from the Tenderer. Clearly state the purpose, nature and value of such costs.**

Insert (or Append) Response.

## KEY / NOTES / INSTRUCTIONS TO COMPLETING THE PRICING SCHEDULE

- 1 There are a total of **eight (8)** Sheets within this excel spreadsheet file (including these Instructions).
- 2 This file and Sheets have been pre-formatted and linked and must not be altered apart from Contractor completing relevant cells and line items (shaded light yellow).
- 3 The tenderer is to complete all sheets.
- 4 No cells are to be left blank; Insertion of 'Included' or 'N/A' is preferred.
- 5 The purpose of demonstrating the price build-up is to allow Airservices to negotiate requirements with the preferred tenderer to value engineer the facility at the earliest stage.
- 6 Failure to complete all sections will be viewed negatively.
- 7 Sheet 25.1 - Lump Sum Tender includes provision for all pricing options, as follows:
  - 7a If pricing Melbourne Tower only, fill in OPTION 1A (section header coloured red/dark orange)
  - 7b If pricing Adelaide Tower only, fill in OPTION 1B (section header coloured red/light orange)
  - 7c If pricing both Melbourne and Adelaide Towers, fill in OPTION 2 (section header coloured dark green/light green), and also fill in OPTION 1A and 1B (section header coloured red) to show savings and/or advantages (if any).
- 8 Sheet 25.1 - Lump Sum Tender/ line items 33 and 34 includes a pre-formatted link to relevant Sheet/subtotal. Please complete relevant Sheet only, not the Lump Sum line item.
- 9 \* means; Refer below: 7c
- 10 \*\* means; If Contractor uses Sheet 25.1/ line item entitled '34. Other', details of item inclusions must be listed into Sheet '25.1A Other'.

NATIONAL TOWERS PROGRAM  
NEW TOWERS PROJECT  
FOR: MELBOURNE AND/OR ADELAIDE TOWERS

\* If completing Option 2, Option 1 must also be provided to show savings and/or advantages (if any).

REF	LUMP SUM BREAKDOWN	OPTION 1 - MELBOURNE TOWERS ONLY				OPTION 2 - ADELAIDE TOWERS ONLY				OPTION 3 - BOTH MELBOURNE AND ADELAIDE TOWERS			
		Melbourne		TOTAL	Adelaide		TOTAL	Melbourne		Adelaide	SUBTOTAL		TOTAL
		(\$ EXC. GST	(\$ [10%]	(\$ INC. GST	(\$ EXC. GST	(\$ [10%]	(\$ INC. GST	(\$ EXC. GST	(\$ [10%]	(\$ INC. GST	(\$ EXC. GST	(\$ [10%]	(\$ INC. GST
1	Preliminaries (complete 1a,b,c)												
1a	- Site Mobilisation	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1b	- General Preliminaries	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1c	- Site Demobilisation	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Demolition	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Piling	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Groundworks	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Concrete	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Precast Concrete	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Formwork	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Reinforcement	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Masonry	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Structural Steel	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Facade Cladding	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	Metawork	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	Aluminium Windows / Aluminium Doors	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Woodwork	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Glazing - Cabin	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	Glazing - Other	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Roofing & Roof Plumbing	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Suspended Ceilings	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	Partitions & Wall Linings	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Floor Finishes & Tiling	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	Hydraulics	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Fire Protection Services	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	Mechanical Services	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	Electrical Services	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	Communication Services	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	Security Services	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	Vertical Transportation	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	Painting	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	RF Shielding	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	Loose Furniture & Equipment	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	External Works	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	Re-commissioning	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33	Provisional Sums	\$4,000.00	\$4,000.00	\$44,000.00			\$4,000.00	\$4,000.00	\$44,000.00	\$4,000.00	\$4,000.00	\$48,000.00	\$48,000.00
34 **	Other **	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$4,000.00	\$4,000.00	\$44,000.00	\$40,000.00	\$4,000.00	\$44,000.00	\$40,000.00	\$4,000.00	\$40,000.00	\$80,000.00	\$8,000.00	\$48,000.00

**NATIONAL TOWERS PROGRAM  
NEW TOWERS PROJECT  
FOR: MELBOURNE NEW TOWER**

REF	OTHER ITEMS	COST	GST	TOTAL
ITEM DESCRIPTION		(\$) EXC. GST	(\$) [10%]	(\$) INC. GST
M_O1	Other...		\$0.00	\$0.00
M_O2	Other...		\$0.00	\$0.00
M_O3	Other...		\$0.00	\$0.00
M_O4	Other...		\$0.00	\$0.00
M_O5	Other...		\$0.00	\$0.00
M_O6	Other...		\$0.00	\$0.00
M_O7	Other...		\$0.00	\$0.00
M_O8	Other...		\$0.00	\$0.00
M_O9	Other...		\$0.00	\$0.00
M_O10	Other...		\$0.00	\$0.00
<b>TOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

NATIONAL TOWERS PROGRAM  
 NEW TOWERS PROJECT  
 FOR: ADELAIDE NEW TOWER

REF	OTHER ITEMS	COST	GST	TOTAL
ITEM DESCRIPTION		(\$) EXC. GST	(\$) [10%]	(\$) INC. GST
A_O1	Other...		\$0.00	\$0.00
A_O2	Other...		\$0.00	\$0.00
A_O3	Other...		\$0.00	\$0.00
A_O4	Other...		\$0.00	\$0.00
A_O5	Other...		\$0.00	\$0.00
A_O6	Other...		\$0.00	\$0.00
A_O7	Other...		\$0.00	\$0.00
A_O8	Other...		\$0.00	\$0.00
A_O9	Other...		\$0.00	\$0.00
A_O10	Other...		\$0.00	\$0.00
TOTAL		\$0.00	\$0.00	\$0.00

**NATIONAL TOWERS PROGRAM  
NEW TOWERS PROJECT  
FOR: MELBOURNE NEW TOWER**

- \* Provisional Sums for OPTION 1A MELBOURNE ONLY must be replicated in Option 2 (MELBOURNE portion).
- \* Provisional Sums for OPTION 1B ADELAIDE TOWER ONLY must be replicated in Option 2 (ADELAIDE portion).

REF	PROVISIONAL SUMS	COST	GST	TOTAL
	ITEM DESCRIPTION	(\$) EXC. GST	(\$) [10%]	(\$) INC. GST
M_PS1	Delay for Compensable Cause during construction for 20 business days	\$20,000.00	\$2,000.00	\$22,000.00
M_PS2	Delay for Compensable Cause during construction for 21 to 40 business days	\$20,000.00	\$2,000.00	\$22,000.00
M_PS3	Rip & Remove Rock (allow for 80m3)		\$0.00	\$0.00
M_PS4	...		\$0.00	\$0.00
M_PS5	...		\$0.00	\$0.00
<b>TOTAL</b>		<b>\$40,000.00</b>	<b>\$4,000.00</b>	<b>\$44,000.00</b>

**NATIONAL TOWERS PROGRAM  
NEW TOWERS PROJECT  
FOR: ADELAIDE NEW TOWER**

REF	PROVISIONAL SUMS	COST	GST	TOTAL
	ITEM DESCRIPTION	(\$) EXC. GST	(\$) [10%]	(\$) INC. GST
A_PS1	Delay for Compensable Cause during construction for 20 business days	\$20,000.00	\$2,000.00	\$22,000.00
A_PS2	Delay for Compensable Cause during construction for 21 to 40 business days	\$20,000.00	\$2,000.00	\$22,000.00
A_PS3	Rip & Remove Rock (allow for 80m3)		\$0.00	\$0.00
A_PS4	...		\$0.00	\$0.00
A_PS5	...		\$0.00	\$0.00
<b>TOTAL</b>		<b>\$40,000.00</b>	<b>\$4,000.00</b>	<b>\$44,000.00</b>

**NATIONAL TOWERS PROGRAM  
NEW TOWERS PROJECT  
FOR: MELBOURNE NEW TOWER**

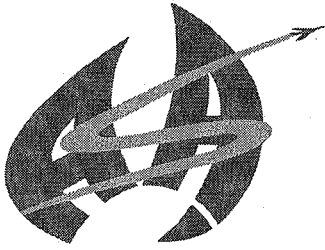
\*\*\* Used for assessment of variations

REF	HOURLY RATES ***	MELBOURNE, VIC	COST	GST	TOTAL
ROLE	NAME / DESCRIPTION	(\$)	EXC. GST	[10%]	(\$) INC. GST
M_H1	Construction Director	\$0.00		\$0.00	\$0.00
M_H2	Senior Project Manager	\$0.00		\$0.00	\$0.00
M_H3	Project Manager	\$0.00		\$0.00	\$0.00
M_H4	Site Manager	\$0.00		\$0.00	\$0.00
M_H5	Site Foreman	\$0.00		\$0.00	\$0.00
M_H6	...	\$0.00		\$0.00	\$0.00
M_H7	...	\$0.00		\$0.00	\$0.00
M_H8	...	\$0.00		\$0.00	\$0.00
M_H9	...	\$0.00		\$0.00	\$0.00
M_H10	...	\$0.00		\$0.00	\$0.00
<b>TOTAL</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>

**NATIONAL TOWERS PROGRAM  
NEW TOWERS PROJECT  
FOR: ADELAIDE NEW TOWER**

\*\*\* Used for assessment of variations

REF	HOURLY RATES ***	ADELAIDE, SA	COST	GST	TOTAL
ROLE	NAME / DESCRIPTION	(\$) EXC. GST	(\$) [10%]	(\$) INC. GST	
A_H1	Construction Director		\$0.00	\$0.00	\$0.00
A_H2	Senior Project Manager		\$0.00	\$0.00	\$0.00
A_H3	Project Manager		\$0.00	\$0.00	\$0.00
A_H4	Site Manager		\$0.00	\$0.00	\$0.00
A_H5	Site Foreman		\$0.00	\$0.00	\$0.00
A_H6	...		\$0.00	\$0.00	\$0.00
A_H7	...		\$0.00	\$0.00	\$0.00
A_H8	...		\$0.00	\$0.00	\$0.00
A_H9	...		\$0.00	\$0.00	\$0.00
A_H10	...		\$0.00	\$0.00	\$0.00
TOTAL		\$0.00	\$0.00	\$0.00	\$0.00



AIRSERVICES AUSTRALIA

## REQUEST FOR TENDER No. ASA PRN\_715

### Construction of Melbourne New Tower and/or Adelaide New Tower

#### ADDENDUM NO.1

This Addendum No. 1 is issued under clause 5 of Part One of the above noted Request for Tender ASA PRN 715 and amends the Request for Tender (RFT) document.

#### Amendment

File referenced in Schedule 11 of Part 4 of the RFT, entitled NT4.2, has been uploaded on to AusTender. File reference is as follows;

- ASA PRN715 NT4.2 Part 4 TRS (Compliance)

Your knowledge of the posting of this Addendum No. 1 must be acknowledged by signing this page and submitting it with your tender response. Failure to acknowledge the receipt of this Addendum may exclude your response from consideration by Airservices Australia.

.....  
Signature for and on behalf of the Respondent

.....  
Signature of witness

Name: .....  
(Print name in full of person signing for Respondent)

Name: .....  
(Print name of witness in full)

Company: .....  
(Print company name in full)

Company: .....  
(Print company name in full)

Date: .....

Date: .....



AIRSERVICES AUSTRALIA

## REQUEST FOR TENDER No. ASA PRN 715-09

### Construction of Melbourne New Tower and/or Adelaide New Tower

#### ADDENDUM NO.2

This Addendum No. 2 is issued under clause 5 of Part One of the above noted Request for Tender ASA PRN 715-09 and amends the Request for Tender (RFT) document.

#### Amendment No.1

**ASA RFT PRN\_715-09 Part 3, Section 5.7 – CONSTRUCTION SITE COMPOUND (ADELAIDE) is deleted and replaced in its entirety with the following;**

The Adelaide New Tower will be located within the (existing/former) Adelaide Airport Long Term Car Park which is located landside. The proposed building Construction Site Compound can be accessed via Sir Richard Williams Avenue (also landside) for the duration of the project.

The proposed Construction Site Compound is referred to in Annexure B (Drawing C1513, Sheet 004) – Refer 'Contractors Compound ("Nominated Area for Contractors Compound")'. The Contractor must, unless otherwise agreed by the Superintendent, confine all of its operations and the Works strictly within the Airservices lease area and nominated area for Contractors Compound in the first instance. An alternate area for Contractors Compound is also nominated, with the proviso that the Contractor provides prior additional/equivalent car parking spaces as per Drawing C1513, Sheet 005. Please note that the car parking spaces referred to in Drawing C1513, Sheet 005 refer to a car parking zone to be constructed by the Airport Operator, prior to, and independently from, the commencement of the Works. Should the Contractor require additional space within the Airservices lease area, the Contractor is to provide additional/equivalent car parking spaces adjacent to the 'Replacement Compound Car Parks' shown on Drawing C1513, Sheet 005. In addition, the following should be noted:

1. The number of new car park spaces is to be equal to the amount of car park spaces lost to the temporary Contractors compound within the existing long term car park.
2. Supply and compact 100mm of FCR and 25mm AC10.
3. Provide line marking in accordance with Airport Operator's direction.
4. Extend fencing in accordance with Airport Operator's direction.

The Works (and Construction Site Compound) will be located landside. As such, the Site is accessible via public access roads, for the duration of the project. Additionally, the Contractor will need to undertake all Works within the relevant rules and regulations set down by Asa and the Airport Operator.

This will include (but is not limited to) all safety and security requirements such as; access, escorts, access passes, size and location of the Construction Site Compound, temporary services, waste management, fencing and similar requirements.

Site security must be provided to the satisfaction of the Superintendent and the Airport Operator. The Contractor should be cognisant of the adjacent long term car parking and associated risks.

Attachments

Clarification ADL01 – C1513 Sheet 004

Clarification ADL01 – C1513 Sheet 005

**Amendment No.2**

The following changes are made in respect of the Adelaide drawings for pricing purposes as detailed in Table 1 of Part 1 of the issued RFT.

The Adelaide New Tower Drawings and Specifications will be issued in two (2) parts:

1. The following packages will be issued, via AusTender, before the 10th September 2009:
  - Electrical
  - Hydraulic
  - Civil
  - Security
  - Materials Specification
  - Lift
2. The remaining packages will be issued, via AusTender, before the 25th September 2009:
  - Architectural
  - Structural
  - Fire
  - Mechanical

Tenderers are advised that all other dates and times detailed within Table 1 or Part 1 of the issued RFT, including site inspections and closing date, remain unchanged.

Your knowledge of the posting of this Addendum No. 2 must be acknowledged by signing this page and submitting it with your tender response. Failure to acknowledge the receipt of this Addendum may exclude your response from consideration by Airservices Australia.

.....  
Signature for and on behalf of the Respondent

.....  
Signature of witness

Name: .....  
(Print name in full of person signing for Respondent)

Name: .....  
(Print name of witness in full)

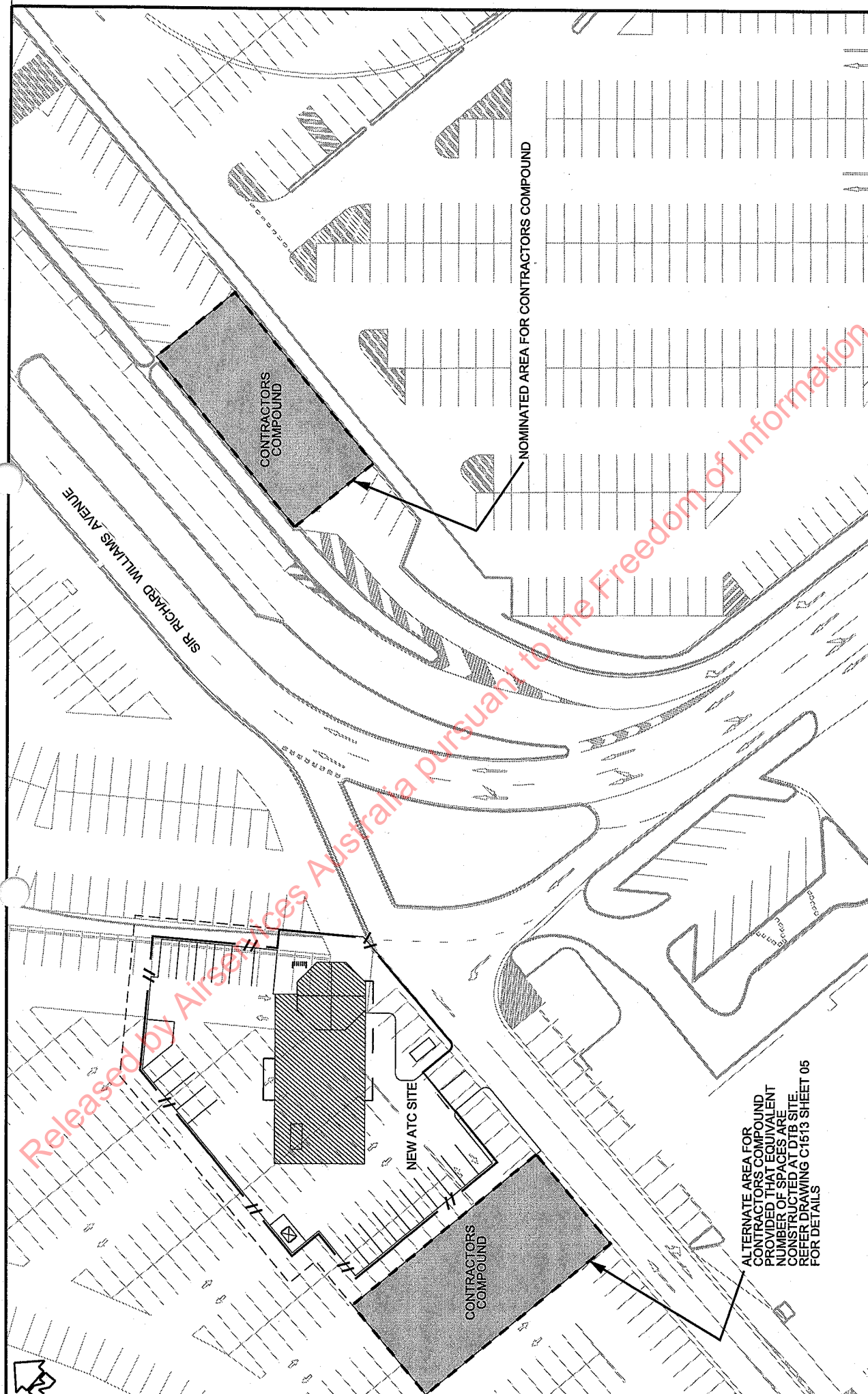
Company: .....  
(Print company name in full)

Company: .....  
(Print company name in full)

Date: .....

Date: .....

SCALE 1:500



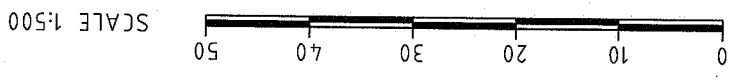
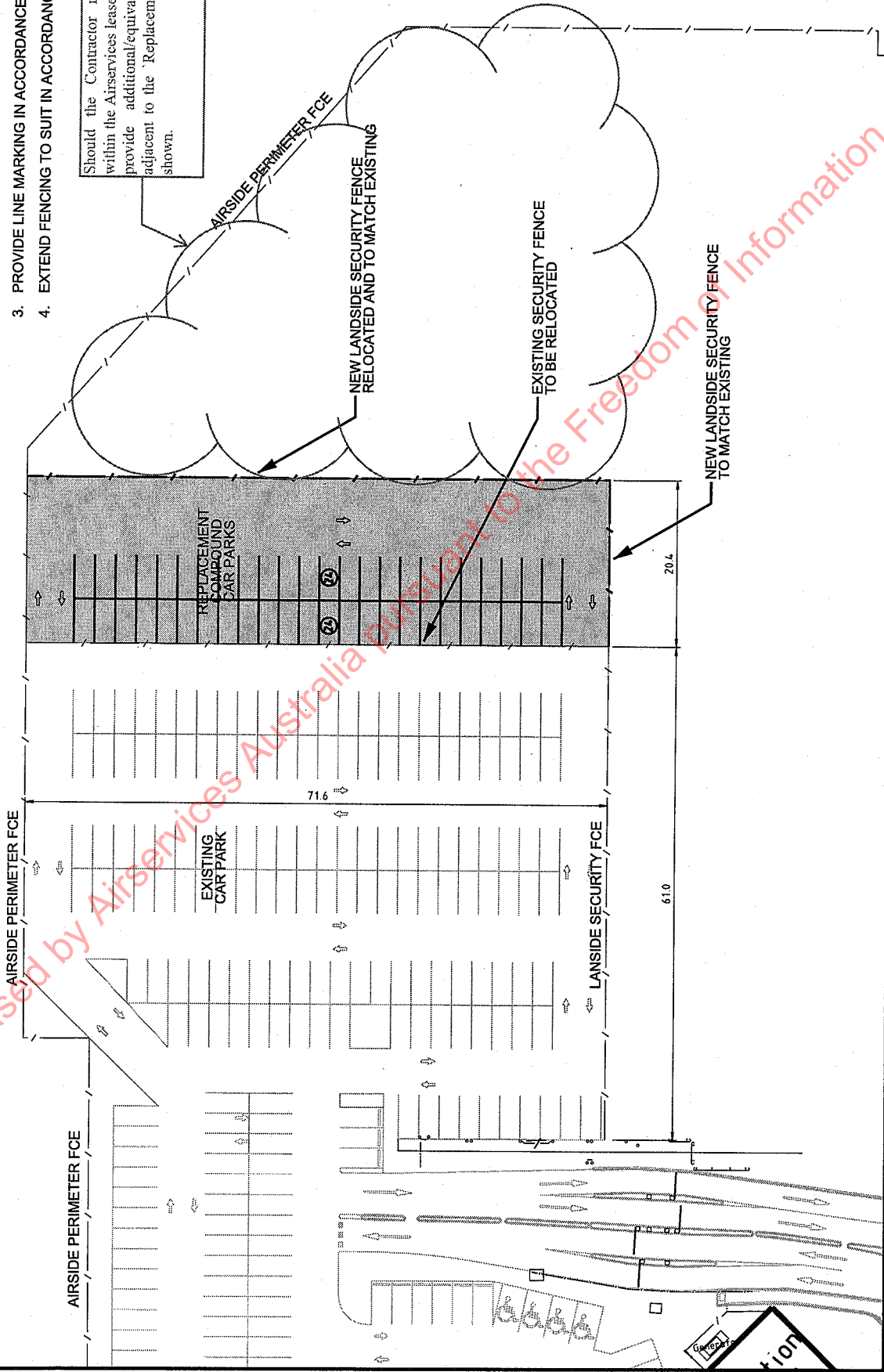
RDM DRAWN	ISSUED FOR INFORMATION	APPROVED	DATE	REV	ADELAIDE AIRPORT PROPOSED ATC TOWER COMPOUND LOCATION PLAN		DRAWING NO. C1513	
					1 James Schofield Drive Adelaide Airport South Australia 5050 Ph 81 8 8308 9211 Fax 81 8 8308 9311 Adelaide Airport		SHEET A3 004	




NOTES:

1. THE AMOUNT OF NEW CAR PARK SPACES TO BE EQUAL TO THE AMOUNT OF CAR PARK SPACES LOST FOR THE TEMPORARY CONTRACTORS COMPOUND WITHIN THE EXISTING LONG TERM CAR PARK.
2. SUPPLY AND COMPACT 100mm OF FCR AND 25mm AC10.
3. PROVIDE LINE MARKING IN ACCORDANCE WITH AAL DIRECTION.
4. EXTEND FENCING TO SUIT IN ACCORDANCE WITH AAL DIRECTION.

Should the Contractor require additional space within the Airservices lease area, the Contractor is to provide additional/equivalent carparking spaces adjacent to the 'Replacement Compound Carparks' shown.



DRAWING NO.	C1513	
	A3	005
1 James Schofield Drive Adelaide Airport South Australia 5950 Ph 61 8 8308 9211 Fax 61 8 8308 9311		
 Adelaide Airport		
ADELAIDE AIRPORT LONGTERM CARPARK EXTENSION LOCATION PLAN		
NEW DRAWING	06.08.09	1
	DATE	REV
COMMENTS	APPROVED	
RDM DRAWN		