



EXPRESSION OF INTEREST

EOI 13/20

***Design and Construct
a Sculptured Metal Tree
“Big ArmaTree” - as a form of Public Art***

**Expressions of Interest close
at 11:00am on Friday, 17 April 2020**

1. BACKGROUND INFORMATION

The Armatree Progress Association, in conjunction with Gilgandra Shire Council, is undertaking a community project to create and install a sculptured metal tree.

The Association has provided the following information:

“Trees lend themselves easily to metaphor, but nowhere more so than in the country and especially in the community here in Armatree. A place where we have all put down our roots and taken sustenance from the soil, where we each share an unbreakable bond with the sky and the fertile ground beneath it. The metaphor and narrative of trees extends itself to the seed pods of trees, some fall close by and take root, others float far away on the wind, not dissimilar to the children of Armatree. Trees prosper in times of good weather, and in tough dry times they look a bit shabby and forlorn, not unlike the farmers of Armatree at this present moment. But, like the community of Armatree, they remain rooted here no matter what. Trees have deep and tenacious roots.

The position of the tree in close proximity to the war memorial is a poignant reflection on the young men who gave their lives on foreign soil, so those back home here in Armatree would have the chance to grow and thrive. Furthermore, recent advances in lighting would allow for spotlights around the tree to colour it at night, adding a touch of drama to the nocturnal landscape of Armatree. Lighting schemes could also be used in concert with the raising of awareness for various issues, for example lighting the tree pink for Breast Cancer Awareness Week.

The tree would also be in close proximity to the Armatree Hotel, where a growing number of campers and travellers stay. The tree would give visitors further things to walk around the town and explore, and could be augmented in the future with other works of art and display boards at locations of significance.

Trees grow old and strong, they sustain generations, they protect and provide, what better symbol could represent the community of Armatree!”

2. PROJECT SCOPE

Council is seeking expressions of interest from suitably experienced Metal Fabricators/ Sculptors to complete the proposed works as detailed within this EOI Document.

The project is to be overseen by a small community committee known as the Armatree Progress Association.

EOIs are sought to allow interested qualified persons to detail their ideas and construction methods for consideration by the Council staff and the committee before selecting the preferred designer.

Although not included in this scope, it should be a consideration of the designer that the base of the “Big ArmaTree” and surrounds be finished with soft landscaping.

Although the designer is not required to install lighting as part of this scope, it is requested that designers consider how the TREE will be lit and provide a recommended lighting design as part of the expression of interest.

The “Big ArmaTree” MUST be completed and installed by 1 December 2020 to meeting funding guidelines.



Figure 1 Approximate Site Location



Figure 2: Indicative image of the final artwork depicting a dead tree in 3D Form



Figure 3: Site Conditions

3. CONDITIONS OF EOI

These conditions will form part of the contract.

Definitions:

In these Conditions of EOI and the Specification, the words 'Principal', 'Owner' and 'Council' means Gilgandra Shire Council.

"Approved" means approved by Council.

"Interested Contractor" means those Metal Fabricators / Sculptors interested in submitting a written expression of interest for this project

"Contractor" means the Metal Fabricator/Sculptor who has been contracted by Council to design and construct this project..

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

"Successful Contractor" means the Metal Fabricator / Sculptor who has been successful with their Expression of Interest, prior to the contract being signed.

3.1 Nature of Expression of Interest

A Lump Sum amount, (**not exceeding \$50,000** inclusive of GST), NOT subject to "Rise and Fall" is required for the carrying out of the works described in this documentation.

The Contract is for the design and construction of a large metal fabricated tree as described in section 4.1 and shall include:

- Design Drawings depicting the end product appearance and scale
- Details of construction materials (type and gauge of steel used)
- Details of construction method
- Final dimensions
- All plans necessary for development application and construction certificate approval
- Engineering Drawings and footing details
- Site Preparation
- Site finish

Expressions of Interest submitted shall include:

- Sketch of the design
- Estimated time required for completion
- Description of the construction method, materials, dimensions and scale
- Methodology, ideas and inspiration for the design
- Price
- Details of two referees and similar projects, if any, undertaken
- Timeframe for completion.

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

3.2 On-Site Meeting

No compulsory site meeting will be held. Interested metal fabricators / sculptors need to familiarise themselves with the location and scope of the project.

3.3 Sufficiency of Quoted Price

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

3.4 Submission of Expressions of Interest

Expressions of Interest (including GST) must be completed on the EOI Form supplied and be submitted prior to the closing time of **11am on Friday, 17 April 2020**. Late submissions will not be accepted.

3.5 Selection Criteria

Expressions of Interest will be assessed according to the following criteria:

- Price
- Design Suitability to the brief
- Timeframe for Construction
- Metal Fabricator / Sculptor's previous performance and ability to undertake the works including referee checks

Gilgandra Shire Council has a local purchasing policy.

3.6 Acceptance of Expression of Interest

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

3.7 Contract (Agreement and Conditions)

The Contract to be entered into will be a Mini-Minor Works Contract prepared by Gilgandra Shire Council. The successful Contractor will be notified in writing within seven (7) days of a Council decision. The successful Contractor shall, within fourteen (14) days of such notification, enter into and sign the Articles of Agreement included in the Contract. Copies of this Contract may be inspected at the offices of Council, 15 Warren Road, Gilgandra during normal business hours.

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

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

3.8 Completion, Default and Liquidated Damages

Contractors shall state the completion time they require on the Expression of Interest form. Liquidated damages shall be applied in accordance with the Conditions of Contract at the rate of **\$100.00 per day** (viz: Clause 16.3).

3.9 Defects Liability and Retention

The Defects Liability period on this Contract shall be twelve (12) weeks after the date of Practical Completion. Retention money for this project will be as follows:

- 5% of the Contract Amount

3.10 Contingencies

The Contractor shall allow and include in their Expression of Interest the sum of money noted below as the Contingency Sum. This sum may be expended in whole or in part as may be directed by the Principal and any unexpended portion will be deducted from the Contract Price at the time of the final payment.

CONTINGENCY SUM - \$5,000.00

3.11 Contract Administration

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

3.12 Contact Information

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

Mr Brian Irvin
Project Manager
Gilgandra Shire Council
PO Box 23
Gilgandra NSW 2827
E-mail: birvin@gilgandra.nsw.gov.au
Phone: (02) 6817 8800

For the purposes of the Contract, Brian Irvin will be the nominated Authorised Person.

3.13 Referees

All interested contractors shall provide details of two referees. Referees will be contacted during business hours to verify that the contractor has completed contracts of a similar nature, to a high quality standard and in a timely manner.

3.14 Progress Claims Assessments

To assist with Progress Claims Assessments, the Contractor is to provide, with each Progress Claim a completed Trade Break-up listing similar to the attached. Such Trade Break-up is to assist the determination of Progress Claims and is not to be used for other purposes.

3.15 Work Health and Safety

The successful Contractor shall submit details of their Work Health & Safety (WHS) Management Plan prior to the signing of the contract.

The WHS management plan must include:

- the names and positions of those on the site whose positions or roles involve specific health and safety responsibilities
- the consultation arrangements between all Persons Conducting a Business or Undertaking (PCBU's) and how they will consult, cooperate and coordinate their activities
- the arrangements for managing work, health or safety incidents
- the arrangements for the collection, assessment, monitoring and reviews of Safe Work Method Statements (SWMS) at the workplace
- all SWMS required for high risk construction (required prior to the work commencing)

A WHS management plan must be readily accessible and all people made aware of the contents prior to commencement of work. The contractor must review and, as necessary, revise the WHS management plan. The WHS management plan must be kept until the work is complete or for two years after a notifiable incident.

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

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

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

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

3.16 Construction Work Code of Practice – August 2019

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

A copy of the Construction Work Code of Practice – August 2019, and any other relevant Codes of Practice can be obtained through the Safework NSW website:

www.safework.nsw.gov.au

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

3.17 Alcohol and Other Drugs

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

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

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

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

3.18 Insurances

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

- Public Liability Insurance policy of a minimum \$20,000,000
- Workers' Compensation Insurance or, for a sole trader or operative partner of partnership, evidence of a Personal Accident Insurance policy is to be provided
- All relevant plant and equipment to be used at the site

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

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

3.19 Site Security

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

4. PRELIMINARIES

4.1 *Scope of Work*

These specifications cover work necessary for:

Project: Design and construct a sculptured metal tree to be known as the “Big ArmaTree”

Address: Armatree Road, Armatree

Client: Gilgandra Shire Council

The specifications shall be taken as being generally applicable to the design as indicated on the accompanying specifications prepared by Gilgandra Shire Council and will form part of the Contract.

The Sculptured Tree shall be made from robust, new steel materials to ensure longevity of the sculpture.

Whilst providing the contractor structural integrity direction, nothing within this specification controls the artistic nature or expression from the contractor when creating the finalised sculpture.

Although not prescribed as part of this scope the contractor shall provide construction details and illustrations depicting the final sculpture as part of the EOI lodged, in particular the proposed design shall be:

- 6 to 10 metres in height and 4 to 6 metres in diameter
- Constructed using new or used structurally sound steel
- 3 Dimensional in form
- Installed in accordance with certified engineered footings
- Constructed as to discourage and limit the public from climbing on it

The finish shall be low to no maintenance, finished in natural steel condition with a rusted appearance or as a painted/powder coated finish of one single tone.

The successful designer shall provide certification from a practicing structural engineer detailing that the proposed structure, and the proposed footings for the structure, are structurally adequate to ensure the long-term functionality of the structure and comply with the relevant Australian Standards, as required

The welding of the structure shall comply with AS1554 – Structural Steel Welding and other relevant Australian Standards, as required

A recommended lighting design is to be provided.

4.2 *Contractor's Responsibility*

4.2.1 comply with all building regulations, give all notices necessary to the local authorities, provide any temporary services, workers' amenities and supply all materials, scaffolding, tools and plant required to excavate the works.

4.2.2 cover the proposed works with:

- a) Contractors All Risk Insurance
- b) Workers' Compensation and Public Risk Insurance indemnifying the Owner and Contractor against any claim at Common Law
- c) Fire Insurance to cover the project for its full insurable value, removal of debris plus any associated fees thereto

- 4.2.3 produce the policies listed in 4.2.2 before the first progress claim
- 4.2.4 make good all roads, pavements and adjoining property
- 4.2.5 allow the Principal access to the works at all times
- 4.2.6 adequately oversee every aspect of the building works
- 4.2.7 be responsible for providing proper and adequate security for the works until completion of project, plus amenities for workers on-site
- 4.2.8 not to proceed with variations without written approval
- 4.2.9 Keep accurate records of time delays due to weather, etc
- 4.2.10 Be solely responsible for the execution and completion of the Contract including sub-contracted work, which they shall coordinate so that the works proceed without delay. The Contractor shall ensure that in addition to items of work specifically mentioned in the relevant sections, each trade shall assist, leave holes for, cut away for, do chasing and drilling for, make good after, and arrange work sequence with every other in such a manner as to promote the best interests of the work as a whole.

4.3 Standards

Materials: Unless otherwise specified materials shall be new and of the best quality.

Workmanship: Shall be up to first class standards and to the satisfaction of the Principal.

Standards: Current Australian Standards, codes of practices and approved construction practices shall be strictly adhered to:

AS/NZS 1554.1:2014 "Structural Steel Welding – Welding of Steel Structures"

AS/NZS 4600:2018 "Cold-Formed Steel Structures"

AS/NZS 3600-2018 "Concrete structures"

AS/NZS 1170.2:2011 (R2016) "Structural Design Actions – Wind Actions"

4.4 Completion

The "Big ArmaTree" shall be deemed completed when the sculptured tree is installed, the site made good and the final occupation certificate Issued by Council.

4.5 Exclusions

This contract does NOT include any external works, except for service disconnections, connections or alterations.

4.6 Inspections and Hold Points

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

1. Installation of Footing structural steel prior to pouring for concrete.
2. Fixing Sculptured Tree to the Footings.
3. Completion of the works

The Contractor shall give the required notice to Council when each component of the job requiring inspection is ready.

4.7 Workshop Details

The Contractor is responsible for the arrangement of workshop details suitable for the fabrication of all components of the structure. Two copies are to be submitted to the Owner, prior to commencement of fabrication, for purpose of review only. The Contractor remains responsible for all details shown in the Workshop Drawings and it is their responsibility to ensure that all details contained therein are true and correct for the accurate construction of the "Big ArmaTree" as drawn and documented.

4.8 Protection of Site

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

4.9 Building Code of Australia

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

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

4.10 Generally

All works shall be carried out in a careful and systematic manner with a minimum of inconvenience to Council staff and the general public.

Hours of work are to be limited to 8:00am to 5:00pm on weekdays only.

4.11 Protection of Existing War Memorial and Structures

The Contractor shall provide all necessary propping, shoring and strutting to ensure the safety and structural stability of the existing building and its elements.

4.12 Existing Services

Before commencing the Contractor shall carefully check positions of existing water, drainage and electrical services. Each service will be disconnected by the Contractor at the appropriate time and re-routed as required. Work will be carried out in accordance with the regulations of each authority involved.

4.13 Making Good

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

GILGANDRA SHIRE COUNCIL

STATEMENT OF BUSINESS ETHICS

GENERAL PRINCIPLES

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

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

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

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

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

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

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

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

Gilgandra Shire Council expects staff and Councillors to:

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

Council expects tenderers, suppliers, consultants and contractors to:

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

HOW IT WORKS

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

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

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

CODE OF CONDUCT

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