



**GILGANDRA  
SHIRE COUNCIL**

*Live > Enjoy > Grow*

**Q57/21**

***SHADE SAIL TO PLAY AREA  
HUNTER PARK  
5 WARREN ROAD, GILGANDRA 2827***

**QUOTATION DOCUMENTS  
&  
SPECIFICATION**

**Quotations close at 11:00am  
Friday, 19 November 2021**

## TABLE OF CONTENTS

1.	BACKGROUND INFORMATION .....	3
2.	PROJECT DETAILS.....	3
3.	CONDITIONS OF QUOTATION .....	5
4.	PRELIMINARIES.....	10
5.	SITE WORKS AND EXCAVATION .....	12
6.	STRUCTURAL STEEL.....	14
7.	SHADE SAIL .....	16

## 1. BACKGROUND INFORMATION

Hunter Park is one of Gilgandra Shire's principal recreational precincts and is utilised by wide range of locals and travellers. The existing play area located within Hunter Park is very popular with the younger generation and is well-used.

The objective of this proposed shade sail is to provide proper shade and UV protection during summer while ensuring enough solar gain during winter to increase the usability of the play area. Council explored several shade sail options and their benefits before proposing the shade sail as detailed within this quotation document.

## 2. PROJECT DETAILS

Gilgandra Shire Council is seeking quotations from suitably experienced contractors to design, supply and install a shade sail and associated structural and other components as detailed within this Quotation Document.

The Contractor shall be satisfied, before submitting a quotation, as to the nature of the site, the form and nature of the work, the materials and equipment required, the means of access and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may affect or influence the cost of the project. All items associated with the proposed detailed design, fabrication and installation of the shade sail, as detailed, including all necessary testing, certification and commissioning of the completed works shall be allowed for by the Contractor.

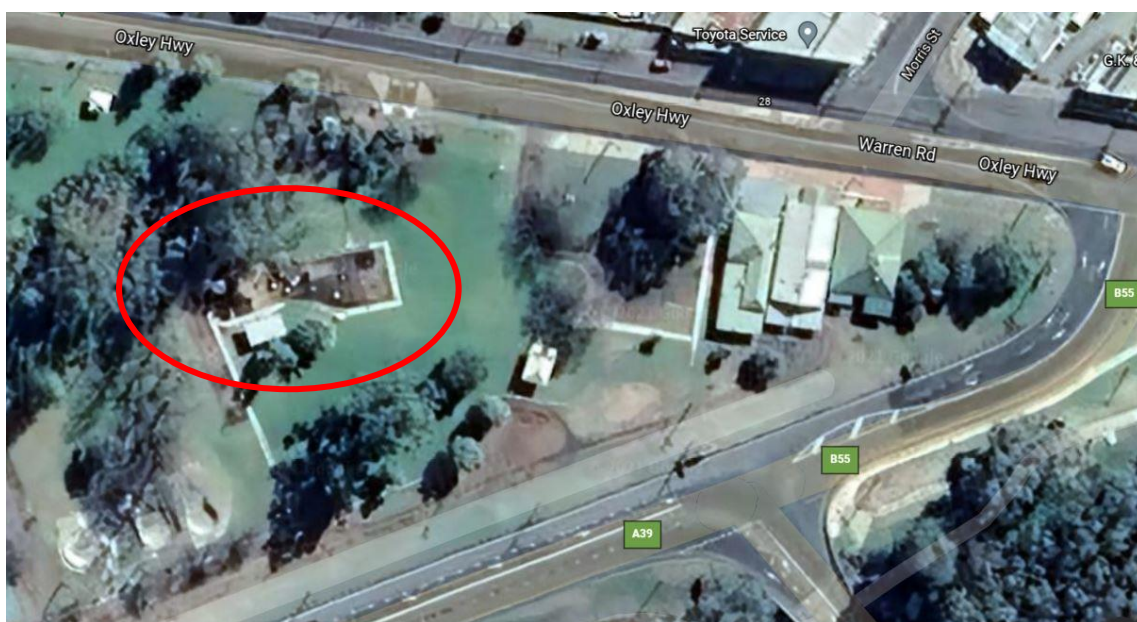


Figure 1: Play area at Hunter Park, Top View



Figure 2: Play area at Hunter Park, North View



Figure 3: Play area at Hunter Park, South View

### 3. CONDITIONS OF QUOTATION

These conditions of quotation will form part of the Contract.

#### Definitions:

In these Conditions of Quotation and the Specification, the words "Principal", "Owner", "Superintendent" and "Council" means Gilgandra Shire Council.

"Approved" means approved by Council.

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

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

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

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

#### 3.1 Nature of Quotation

A Lump Sum Quotation exclusive of GST, NOT subject to "Rise and Fall" is required for the carrying out of the works described in this Quotation Documentation.

The Contract is for the detailed design, supply and installation of shade sail and supporting structure to the play area at Hunter Park and shall include:

- Provide detailed design / shop drawings along with certification from a practicing structural engineer confirming the adequacy of the proposed structure based on the parameters / requirements outlined in this quotation document and associated drawings and documents, noting the soil classification of "M-D".
- Supply and installation of the shade sail as described in this quotation documentation
- Supply and installation of structural columns / posts and other fixtures to support the shade sail
- Repair / making good all visible penetrations, damages and excavated areas on site.

#### 3.2 The Site

Interested contractors have the opportunity and are encouraged to visit the site at any time during business hours to familiarise themselves with the site, the surrounding areas and the scope of the project.

#### 3.3 Sufficiency of Quotation

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

### **3.4 Submission of Quotations**

Quotations must be completed on the Quotation Form supplied and submitted prior to the closing date and time of **11am on Friday, 19th November 2021**. Late quotations will not be accepted.

### **3.5 Quotation Validity Period**

Council notes the current uncertainties in the construction industry regarding the potential impacts of COVID-19 and may not wish to accept a quotation or enter into a legally binding contract for the construction of the works at this time.

To this end, the Quotation shall remain fixed, valid and open for acceptance by Council for a period of 120 days from the Quotation closing date.

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

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

### **3.6 Selection Criteria**

Quotations will be assessed according to the following criteria:

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

Gilgandra Shire Council has a local purchasing policy.

### **3.7 Acceptance of Quotation**

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

### **3.8 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 quotation having been accepted within thirty (120) days after closing of quotations, the quoted prices shall hold only with the consent of the Contractors.

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

### **3.9 Drawings and Associated Documents**

Three (3) copies of this document and three (3) copies of the drawing will be made available to the successful Contractor. Additional copies may be purchased by the successful Contractor.

### **3.10 Completion, Default and Liquidated Damages**

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

### **3.11 Defects Liability and Retention**

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

- 5% of the contract amount
- 2.5% thereafter until final payment

### **3.12 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".

### **3.13 Contact Information**

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

Mr Bishal Pandit  
Contracts Administrator  
Gilgandra Shire Council  
PO Box 23  
Gilgandra NSW 2827

E-mail: [bpandit@gilgandra.nsw.gov.au](mailto:bpandit@gilgandra.nsw.gov.au)  
Phone: (02) 6817 8800

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

### **3.14 Referees**

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

### **3.15 Probity**

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

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

### **3.16 Work Health and Safety**

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

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

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.

### **3.17 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](http://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.

### **3.18 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.



### **3.19 Insurances**

The Contractor shall be registered on “Vault Contractor” – a self-service portal for contractors to add or edit their WHS, QA, Environmental and insurance details.

The “Vault Contractor” system is only for managing insurance. Council’s procurement and other policies still apply.

In addition to the requirements of AS4300-1995 (Contract, Public Liability, Workers Compensation and Professional Indemnity Insurances), the Contractor shall provide evidence of the following insurances for all plant and motor vehicle used in conjunction with works under this contract:

- Public Liability Insurance policy of a minimum (\$20 million)
- Professional Indemnity (\$5 million)
- Motor vehicle and relevant plant insurances and registrations

Workers’ Compensation Insurance or, for a sole trader or operative partner of a partnership, evidence of a Personal Accident Insurance policy

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

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

### **3.20 Site Security**

The successful contractor will be required to install a 1.8m high security fence around the proposed development to provide for public safety and site security during construction. The Contractor can utilise the site for the purpose of stockpiling materials and site amenities as required, the exact locations will be discussed with the successful contractor.

## 4. PRELIMINARIES

### 4.1 *Scope of Work*

These Specifications cover work necessary for **Shade Sail to Play area, Hunter Park, Gilgandra**. This Specification shall be taken as being generally applicable to the project as indicated on the accompanying Specification and drawings prepared by Gilgandra Shire Council and will form part of the Contract.

#### Drawings Prepared by Gilgandra Shire Council

- Drawing Number SS-1A-A01, Revision 1A      Proposed Shade Sail
- Drawing Number SS-1A-A02, Revision 1A      Column Layout Plan

#### Site Survey Drawing by Western Survey Pty Ltd

- Drawing Number 01, Revision A      Survey of Hunter park

In addition to this Quotation Documentation and Specification, the above documents will also form part of the Contract. If discrepancy between this Specification and the above documents occur, the Contractor shall be deemed to cover the alternative that involves the greater cost.

### 4.2 *Dimensions*

- 4.2.1 Figured dimensions take preference to scaled dimensions
- 4.2.2 The Contractor shall verify measurements and levels on the site before ordering materials, commencing site work or any fabrication work

### 4.3 *Contractor's Responsibility*

- 4.3.1 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
- 4.3.2 Cover the proposed works with:
  - a) Contractors All Risk Insurance
  - b) Workers' Compensation and Public Risk Insurance indemnifying the Owner and Contractor against any claim at Common Law
- 4.3.3 Produce the policies listed in 4.3.2 before the first progress claim
- 4.3.4 Make good all roads, pavements and adjoining property, as required
- 4.3.5 Allow the Principal access to the works at all times
- 4.3.6 Adequately oversee every aspect of the building works
- 4.3.7 Be responsible for providing proper and adequate security for the works until completion of project, plus amenities for workers on-site
- 4.3.8 Not to proceed with variations without written approval
- 4.3.9 Keep accurate records of time delays due to weather, etc.
- 4.3.10 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.

#### **4.4 Standards**

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

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

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

#### **4.5 Drawings and Specifications**

The Contractor shall provide everything necessary for the proper execution of the works, to the true intent and meaning of the drawings and specifications, taken together. Any item showing on the drawings and not specified or vice versa, shall be taken as included in the contract. Any other item not mentioned or shown but obviously necessary for the completion of the work generalised in these drawings and specifications shall be executed by the Contractor without extra to the contracted sum.

#### **4.6 Completion**

The project shall be deemed completed when:

- Any / all formworks, scaffoldings and temporary fencings have been completely removed
- All shop drawings, structural certificates, operation brochures, warranties, guarantees and instructions have been provided to the Principal, or their nominee
- It passes final inspection by Gilgandra Shire Council's Projects Team.

#### **4.7 Exclusions**

This contract is only for the detailed design, supply and installation of the shade sail and associated structural components and does NOT include any other external works to the play area, except for service disconnections and connections if deemed required.

#### **4.8 Inspections and Hold Points**

Council's Projects Team will conduct inspections throughout the course of the project to ensure Council's satisfaction with the quality of the works to that point prior to proceeding further. The Contractor shall hold construction until these inspections are conducted. These inspections / hold points are as follows:

1. After marking of column position, prior to excavation
2. Prior to covering any sub-structure works / pouring of concrete elements
3. Completion of works

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

#### **4.9 Protection of Site**

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

## 5. SITE WORKS AND EXCAVATION

### 5.1 *Scope of Work*

The work required under this section includes the supply of materials and labour for the following work:

- Existing Services Identification/ Dial Before You Dig
- Site Works/ Earthworks
- Excavation
- Make good site

### 5.2 *Existing services Identification/ Dial Before You Dig*

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

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

Council has recently carried out a survey of the entire Hunter Park and has included the survey drawing for the reference purpose only.

### 5.3 *Site Works/ Earthworks*

**Dimensions:** Only necessary excavation shall be carried out. Excavation, filling and grading shall be to suit the current finished levels and maintain existing ground/ floor level.

**Footings:** The excavation of the footings/ piers for the columns should be in accordance with the drawings prepared by GSC and structural/ shop drawings to be prepared by the contractor and best industry practices. The contractor is responsible for obtaining necessary structural design/ requirements.

All site works / earthworks shall be conducted in accordance with AS 3798 - 2007 "Guidelines on earthworks for commercial and residential developments".

### 5.4 *Obstructions*

Any obstructions encountered during excavations shall be removed.

### 5.5 *Disposal of Spoil*

All surplus excavated material not required on site shall be removed from site. Excavated material can be deposited at the Gilgandra Waste Facility in Pines Drive, Gilgandra. The contractor will be responsible for all tipping fees.

### 5.6 *Clean Up Site*

Back fill all trenches/ footings with excavated materials, remove/spread excess soil from/over site and clear away all rubbish. Leave site relatively even, without furrows.

**5.7 Site Completion**

Contractor shall properly finish all excavated areas to match adjacent ground surfaces after the installation of structural components ensuring no further works is required.

**5.8 Compaction and other Testing**

Contractors shall, within their submitted quotation, allow for all compaction and other testing, as deemed required.

The Contractor shall provide the written results of this testing to Council prior to proceeding further with steelwork.

## **6. STRUCTURAL STEEL**

### **6.1 Scope of Work**

The work required under this section includes all work-associated design, fabrication and installation of structural columns and other support to the shade sail.

### **6.2 Generally**

The whole of the fabrication and erection of steelwork covered by this section shall be by an approved specialist sub-contractor experienced in such work, unless otherwise authorised by the Principal.

Materials fabrication and erection shall conform to the following minimum standards:

- AS 1252 – High Strength Bolts and Nuts
- AS 1554 – Steel Welding Code
- AS 1650 – Hot Dipped Galvanised Coatings
- AS 3750 – Paints for Structural Steel
- AS 4100 – Steel Structures Code

### **6.3 Shop Drawings and Design**

Contractor shall be responsible for obtaining necessary structural details from structural engineer/ manufacturer as well as the shop drawings from steelwork sub-contractors/ manufacturer. Shop drawings shall be submitted to Gilgandra Shire Council for approval before fabrication.

### **6.4 Supply, fabrication and erection**

- 6.4.1 Check all dimensions on site, provide for end bearings, grouting, temporary and permanent bracing
- 6.4.2 Fabricate Steelwork in the shop, pre-prime, provide all holding connections and bearing plates required
- 6.4.3 Erect steelwork using all required plant and temporary supports required to safely complete the work
- 6.4.4 All materials to be new and good quality

### **6.5 Extent of Work**

Provide and build in all structural steelwork as detailed and set out on the plans. Provide all necessary plates, cleats and other connections detailed.

### **6.6 Welding**

All welds shall be 6.5mm continuous fillet welds, or as noted on the Structural Engineer's/ Manufacturer's design drawings.

### **6.7 Powder Coating**

Columns and other steel structural components shall be provided with powder coating finish in colour approved by the principal. The color for powder coating will be confirmed together with the colour of the sail after receiving colour options for sail.

### **6.8 *Pre-treating of Steel***

All steel is to be thoroughly cleaned down, all rust removed and given a coat of red oxide zinc phosphate (or similar), prior to its delivery to the site.

### **6.9 *Holding Down Bolts and Grouting***

Provide all holding down bolts, as are necessary, or detailed. All steelwork is to be plumbed and levelled as required before grouting in is carried out.

## **7. SHADE SAIL**

### **7.1 *Scope of Work***

The work required under this section includes all work-associated with supply, installation and necessary certification for the shade sail and all associated hardware to the play area.

### **7.2 *Generally***

The whole of the fabrication and installation of shade sail covered by this section shall be by an approved specialist sub-contractor experienced in such work, unless otherwise authorised by the Principal.

### **7.3 *Shop Drawings***

Shop drawings with detailed dimensions shall be submitted to Gilgandra Shire Council for approval before fabrication.

### **7.4 *Material and Colour***

The shade sail shall be fabricated using UV 95 commercial grade material with minimum of 10 years UV warranty. The contractor shall provide colour options of the shade sail to the Principal for selection.

### **7.5 *Fabrication and Installation***

The shade sails shall be fabricated to match the dimensions and shape specified in the drawings. The shade sail shall be installed with minimum clear height of 4.5 metres from the ground to ensure safety and minimise vandalism. All required measurements shall be taken after the installation of posts and prior to the installation of shade sail to avoid sagging, poor fitting and wind damages.



## **GILGANDRA SHIRE COUNCIL**

### STATEMENT OF BUSINESS ETHICS

#### **GENERAL PRINCIPLES**

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

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

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

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

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

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

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

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

Gilgandra Shire Council expects staff and Councillors to:

- Respect and follow Council's policies and procedures.
- 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 Contractors, suppliers and consultants 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 contractor, supplier or consultant 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.