

Request Title

**Broome Primary School-
Column Repairs to Selected
Teaching Blocks**

Contract Description

BUILDING MAINTENANCE AND IMPROVEMENTS

On behalf of the

Department of Education

Consultant Firm

N/A

Principal

MINISTER FOR WORKS

Lodgement of Response

Date: 18th of June 2025

Time: Before 2:30pm

Electronically:

www.tenders.wa.gov.au

Request No

FINW0135125

T
S
E
U
Q
E
R

SET No:

COPYRIGHT

Copyright in this document is reserved to the Crown in the right of the State of Western Australia. Reproduction is prohibited other than in accordance with copyright law or with the prior written consent of the Director General of the Department of Finance or the Attorney General.



ELIGIBILITY TO QUOTE

SERVICE ALLIANCE 2012 REQUIREMENT

To be eligible to submit an Offer for this Request, Respondents are **REQUIRED TO BE MEMBERS OF THE DEPARTMENT OF FINANCE SERVICE ALLIANCE 2012 AND MAINTAIN A PERMANENT OPERATIONAL OFFICE WITHIN THE PRESCRIBED DISTANCE OF THE CONTRACT DELIVERY POINT.**

The contract delivery point is Broome and the Prescribed Distance is within 400 kms Zone 3 of this location (excluding the Perth metropolitan region).

Respondents are required to be members prior to the Request Closing Time.

Respondents unsure of their eligibility to submit an Offer should check with the nominated contact for Request enquiries **before** submitting an Offer.

Offers received from Respondents that are not members of the Service Alliance 2012 will **not** be considered.

Information about the Service Alliance 2012 is available online at <https://www.wa.gov.au/government/multi-step-guides/supplying-works-related-services/contractors-and-low-value-maintenance-work>. Please navigate to the section titled "Service Alliance 2012 (SA12) for regional maintenance."

Businesses wishing to submit an Offer for this Request should note that applications may not be processed before the Request Closing Time.



FORM OF REQUEST – BC SA12

Buildings and Contracts

Notice to Respondents: Respondents must provide a completed Form of Request with all parts complete and fully addressed.

Failure to fully complete all parts or to submit them in accordance with the Request for Quote (Request) requirements may result in the Offer being deemed non-conforming and consequently it may not be considered.

Offers must be submitted electronically before the closing time and date by uploading to the Tenders WA website (<http://www.tenders.wa.gov.au>).

Late Offers will not be accepted.

REQUEST NUMBER: FINW0135125

REQUEST TITLE: Broome Primary School - Column Repairs to Selected Teaching Blocks

To: The Minister for Works (Principal),

The Principal invites Offers for execution of the Works described below, subject to the attached Drawings and Specification (if any) and the Department's Service Alliance 2012 General Conditions of Contract (as amended) (**General Conditions**). A copy of the General Conditions is available on the WA Government website at: <https://www.wa.gov.au/government/publications/service-alliance-2012-conditions-of-contract>.

Closing Time: Offers must be lodged before **2:30pm WST** on the **18th of June 2025**.

RFQ Lodgement Process: Electronic lodgement via Tenders WA. Offers must be lodged in accordance with the Request Conditions of Offer.

Respondents acknowledge that their Offers remain binding for 21 days from the Closing Time and cannot be withdrawn during this period.

Principal's Representative: Lance Haydock

Contract requirements:

General Conditions – Clause A.7	Public Liability Insurance	\$5 million; and
	Workers' Compensation Insurance	\$50 million; and
	Motor Vehicle Third Party Insurance	\$20 million; and
	Compulsory Third Party insurance as required by law.	

General Conditions – Clause A.9	Time for Completion	6 weeks
General Conditions – Clause A.14	Defects Rectification	52 weeks

Description and Location of the Works:

The Broome Primary School Located at 38 Weld Street Broome W.A. The - Column Repairs to Selected Teaching Blocks including the Basket Ball Undercover Structure

On behalf of the Minister for Works

19/05/2025
DATE

RESPONDENT'S CORPORATE IDENTIFICATION

Full Corporate Name:

(IDENTITY OF THE LEGAL ENTITY THAT WILL ENTER INTO THE CONTRACT WITH THE PRINCIPAL)



Respondent's Australian Company Number (ACN):

(If an Incorporated Company)

Respondent's Australian Business Number (ABN):

Registered Business Name:
(ONLY COMPLETE IF RELEVANT. IF THE SAME AS FULL CORPORATE NAME ENTER "AS ABOVE")

I/We, the undersigned offer to complete the Works described above for the following sum in accordance with the Conditions of Offer, General Conditions, Drawings and Specifications:

TENDER SUM \$ (ENTER EXACT NUMERIC AMOUNT)
(THE TENDER SUM GST INCLUSIVE)

ENTER TENDER SUM IN WORDS (IN BLOCK LETTERS):

RESPONDENT'S CLAIM FOR REGIONAL BUSINESS PREFERENCE

Please tick the appropriate box:

	Yes	No
Is your business claiming the <i>Regional Business Preference</i> ?	<input type="checkbox"/>	<input type="checkbox"/>

For the purpose of the application of Regional Business Preference the permanent operational office from which the Contract shall be managed and from which the Offer is deemed submitted is located in:

.....
(THE RESPONDENT IS TO ENTER THE NAME OF THE TOWN WITHIN THE PRESCRIBED DISTANCE IN WHICH IT HAS THE PERMANENT OPERATIONAL OFFICE)

RESPONDENT'S CLAIM FOR REGIONAL CONTENT PREFERENCE

Please tick the appropriate box:

	Yes	No
Is your business claiming the <i>Regional Content Preference</i> ?	<input type="checkbox"/>	<input type="checkbox"/>

For the purpose of the application of Regional Content Preference the Respondent must submit a completed "Claim for Regional Content Preference" form on or before the Closing Time.

RESPONDENT'S ABORIGINAL BUSINESS AND EMPLOYMENT TENDERING PREFERENCE DECLARATION

1. Claiming Aboriginal Business or Persons Tendering Preference

Please tick the appropriate box:

	Yes	No
Are you claiming a preference amount as an <i>Aboriginal Person</i> , <i>Aboriginal Enterprise</i> or <i>Joint Venture with Aboriginal Participation</i> ?	<input type="checkbox"/>	<input type="checkbox"/>

2. Claiming Aboriginal Business or Persons Tendering Preference - Subcontractors or Suppliers

Please tick the appropriate box:

	Yes	No
Are you claiming a preference amount for that portion of your Tender Sum attributable to Aboriginal Persons or Aboriginal Enterprises that will	<input type="checkbox"/>	<input type="checkbox"/>



be subcontractors or suppliers engaged on the work under the contract?

If YES, the Respondent must complete and submit the "Claim for Aboriginal Persons or Enterprises engaged as Suppliers or Subcontractors" form on or before the Closing Time.

3. Direct Employment Costs of Aboriginal Persons

Please tick the appropriate box:

Are you claiming a preference amount for that portion of your Tender Sum attributable to the direct employment costs of *Aboriginal Persons* who will be engaged on the work under this contract by either you, the Respondent, or by subcontractors or suppliers?

Yes

☐

No

☐

If YES, the Respondent must complete and submit, on or before the Closing Time, the Claim for Direct Employment Costs of Aboriginal Persons form.

RESPONDENT'S INDUSTRY IDENTIFICATION

Respondent's Building Service Contractor Registration Number:

(ONLY COMPLETE IF RELEVANT. IF NOT A REGISTERED BUILDER THEN ENTER "NOT REGISTERED")

Respondent's Trade Registration Number:

(Normally only applicable to Painters, Plumbers and Electricians) (ONLY COMPLETE IF RELEVANT. IF NOT RELEVANT THEN ENTER "NOT RELEVANT")

RESPONDENT'S CRIMINAL RECORD SCREENING

Does the Respondent agree to ensure that all staff who access the Site on which the Works are to be delivered will hold a National Police Certificate (NPC) no more than two years old, evidencing previous criminal history (if any)?

Yes

☐

No

☐



RESTRICTIONS ON ACCESS

Where required, are all employees and subcontractors nominated for this contract able to provide evidence of vaccination against COVID-19 in accordance with clause A.32.2 of the General Conditions?

Yes No
☐ ☐

If NO:

Yes No

a) Are they holders of valid exemptions?

☐ ☐

b) Will they be fully vaccinated before entering the Site?

☐ ☐

If NO to both (a) & (b), provide details:

.....
.....

RESPONDENT'S CONFLICT OF INTEREST DECLARATION

Does the Respondent have any actual, potential or perceived conflicts of interest in relation to this Request?

Yes No
☐ ☐

If YES, provide details including name, company and relationship with the identified interest:

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

RESPONDENT'S CONTACT DETAILS

Postal Address:
(IN BLOCK LETTERS).....

Business Address:
(IN BLOCK LETTERS).....

.....
(IN BLOCK LETTERS)

.....
(IN BLOCK LETTERS)

.....
(IN BLOCK LETTERS)

.....
(IN BLOCK LETTERS)

Telephone No:
.....

Web Page Address:.....

Email Address:

Name of Principal Contact Person:
(IN BLOCK LETTERS)

This Offer is signed by a person duly authorised to do so on behalf of the Respondent.

Signature: Witness Signature:

Full Name: Witness Full Name:
(IN BLOCK LETTERS) (IN BLOCK LETTERS)

Position with Relationship To
Respondent:..... Respondent:
(IN BLOCK LETTERS) (IN BLOCK LETTERS)

Date: Date:



BREAKDOWN OF TENDER SUM

Buildings and Contracts

TENDER RFT No: FINW0135125 PROJECT Broome Primary School - Column Repairs to Selected Teaching Blocks

The format and information on this form is to be used by a Tenderer, if required, to submit its breakdown of tender sum into the trades and parts shown.

TRADE COMPONENT PART

**AMOUNT
SUB TOTAL**

Preliminaries \$ _____

Demolition \$ _____

Earthwork \$ _____

Sitework \$ _____

Concretework \$ _____

Structural Steelwork \$ _____

Metalwork \$ _____

Carpentry \$ _____

Paintwork \$ _____

VALUE OF WORK \$ _____

GOODS AND SERVICES TAX \$ _____

TENDER SUM \$ _____



IMPORTED CONTENT DECLARATION

Buildings and Contracts

The Western Australian Government's Buy Local Policy provides for government agencies, when comparing bids, to apply a 20% price impost to the portion of a bid that comprises goods, services or items that have been sourced from overseas, excluding New Zealand.

The cost of the goods, services or items that have been sourced from overseas is referred to as "imported content". Imported content does not include items purchased from suppliers in Australia and/or New Zealand that have or may have been imported.

The imported content is calculated in dollar terms and is the estimated duty paid cost of the portion of the bid sourced from overseas.

The estimated duty paid cost must include the cost of any services related to importing the good, service or items (eg overseas freight and insurances, software in computer tenders, consultancy or engineering effort), or any charges of overseas origin together with customs clearing charges.

The imported content impost is not applied in the case of services purchased separately or in isolation.

All tenderers are required to complete the Imported Content Declaration.

Tenderers that believe there is no imported content in their bid should enter "Nil" or "Not Applicable" in the section below.

Imported Content

Tenderers are required to declare the cost of any portion of their bid that comprises goods, services or items that have been sourced from another country, excluding:

- (a) New Zealand.

List the details of any goods, services or items included in your bid that have been sourced from another country (excluding New Zealand and applicable FTA countries) (Attach additional list if required).

Goods/Services/Items Description	Country of Origin	Cost (\$) (GST Inclusive)

Total Cost (GST Inclusive) of Imported Content:

\$

Name of Tenderer:

(IN BLOCK LETTERS)

This Imported Content Declaration form is signed by a person authorised to do so on behalf of the Tenderer in relation to the submitted Tender for RFT No.: **FINW0135125**

(ENTER RFT NUMBER)

Signature:

Full Name:

Position with Tenderer:

(IN BLOCK LETTERS)

Date:

(IN BLOCK LETTERS)



CLAIM FOR REGIONAL BUSINESS PREFERENCE

Buildings and Contracts

For Regional Business Preference application purposes, the tenderer must submit on or before the close of the Tender this completed Claim for Regional Business Preference form.

For tender evaluation purposes only, the Regional Business Preference is available when comparing bids received from regional businesses located within the prescribed distance, with bids received from Western Australian businesses located outside the prescribed distance, including the Perth region. When available, the Tender Sum from eligible regional businesses located within the prescribed distance will be reduced by 5% of the Tender Sum, up to a maximum preference of \$250,000

The permanent operational office for Contract management and where the Tender is being submitted from is located in:

.....

(THE TENDERER IS TO ENTER NAME OF TOWN WITHIN THE PRESCRIBED DISTANCE AND APPROPRIATE SHIRE OR LOCALITY IN WHICH IT HAS THE PERMANENT OPERATIONAL OFFICE)

To be eligible for and receive the Regional Business Preference and to ensure the preference is applied correctly, tenderers must answer "Yes" to the following questions.

	YES	NO
1. Is your business located within the prescribed distance from the contract point of delivery?		
2. Does your business maintain a permanent operational office within the prescribed distance?		
3. Has your business maintained and conducted business from this office for the past six (6) months or more prior to the date this tender was released?		
4. Is your business resourced by at least one person who permanently resides in the region?		
5. Will your business manage and deliver the majority of the contract outcomes from a regional business located within the prescribed distance of the contract?		
6. The regional business preference is only available to eligible tenderers that tender from their regional business location. Have you tendered from an office within the prescribed distance of the contract?		

Name of Tenderer: (IN BLOCK LETTERS)

This Claim for Regional Business Preference is signed by a person authorised to do so on behalf of the Tenderer in

respect to the submitted Tender for RFT No.: (ENTER RFT NUMBER)

Signature: Full Name: (IN BLOCK LETTERS)

Position with Tenderer: Date: (IN BLOCK LETTERS)



CLAIM FOR REGIONAL CONTENT PREFERENCE

Buildings and Contracts

For Regional Content Preference application purposes, the tenderer must submit on or before the close of the Tender this completed Claim for Regional Content Preference form.

This form can be copied if there is insufficient space on one (1) page to provide all the information.

Note: All costs used and shown in this Claim for Regional Content Preference must include all allowances for the Goods and Services Tax (GST).

	Materials (Goods)	Name and Location (Town) of Supplier	Cost (GST Inclusive)
SECTION A Materials (Goods)	1)	1)	1) \$
	2)	2)	2) \$
	3)	3)	3) \$
	4)	4)	4) \$
	5)	5)	5) \$
	6)	6)	6) \$
	7)	7)	7) \$
	8)	8)	8) \$
	9)	9)	9) \$
		SUB-TOTAL - A	\$
SECTION B Services (Including Subcontractor	Services (Incl. Subcontractors)	Name and Location (Town) of Contractor	Cost (GST Inclusive)
	1)	1)	1) \$
	2)	2)	2) \$
	3)	3)	3) \$
	4)	4)	4) \$
	5)	5)	5) \$
	6)	6)	6) \$
	7)	7)	7) \$
	8)	8)	8) \$
9)	9)	9) \$	
		SUB-TOTAL - B	\$
TOTAL VALUE OF CLAIM FOR REGIONAL CONTENT PREFERENCE (SUB-TOTAL - A + SUBTOTAL - B)			\$

Name of Tenderer:
(IN BLOCK LETTERS)

This Claim for Regional Content Preference is signed by a person authorised to do so on behalf of the Tenderer in respect to the submitted Tender for RFT No.: **FINW0135125**
(ENTER RFT NUMBER)

Signature: Full Name:
(IN BLOCK LETTERS)

Position with Tenderer: Date:
(IN BLOCK LETTERS)



CLAIM FOR DIRECT EMPLOYMENT COSTS OF ABORIGINAL PERSONS

Buildings and Contracts

For Aboriginal Business & Employment Tendering Preference application purposes, the tenderer must submit on or before the close of the Tender this completed Claim for Direct Employment Costs of Aboriginal Persons form. For claim purposes, the only employment costs considered are direct employment costs associated with the work under this contract. This form can be copied if there is insufficient space on one (1) page to provide all the information.

Note: All costs used and shown in this Claim For Direct Employment Costs of Aboriginal Persons must include all allowances for the Goods and Services Tax (GST).

	Position with Tenderer	Name of Aboriginal Person Employed	Employment Costs (GST Inclusive)
SECTION A Tenderer	1)	1)	1) \$
	2)	2)	2) \$
	3)	3)	3) \$
	4)	4)	4) \$
	5)	5)	5) \$
	6)	6)	6) \$
	7)	7)	7) \$
			SUB-TOTAL 1
SECTION B Subcontractor - Or Suppliers	1)	1)	1) \$
	2)	2)	2) \$
	3)	3)	3) \$
	4)	4)	4) \$
	5)	5)	5) \$
	6)	6)	6) \$
	7)	7)	7) \$
			SUB-TOTAL 2
TOTAL VALUE OF CLAIM FOR DIRECT EMPLOYMENT COSTS OF ABORIGINAL PERSONS (SUB-TOTAL 1 + SUBTOTAL 2)			\$

Name of Tenderer:
(IN BLOCK LETTERS)

This Claim for Direct Employment Costs of Aboriginal Persons is signed by a person authorised to do so on behalf of the Tenderer in

respect to the submitted Tender for RFT No.: **FINW0135125**
(ENTER RFT NUMBER)

Signature:

Full Name:
(IN BLOCK LETTERS)

Position With Tenderer:
(IN BLOCK LETTERS)

Date:



CLAIM FOR ABORIGINAL PERSONS OR BUSINESSES ENGAGED AS SUPPLIERS OR SUBCONTRACTORS

Buildings and Contracts

For Aboriginal Business & Employment Tendering Preference application purposes, the tenderer must submit on or before the close of the Tender this completed Claim for Aboriginal Persons or Businesses Engaged as Suppliers or Subcontractors form.

This form can be copied if there is insufficient space on one (1) page to provide all the information.

Note: All suppliers and subcontractors must be registered at <http://www.abdwa.com.au> or <http://supplynation.org.au> to be eligible to receive the preference.

Note: All costs used and shown in this Claim for Aboriginal Persons or Businesses Engaged as Suppliers or Subcontractors must include all allowances for the Goods and Services Tax (GST).

	Name of Supplier	Materials / Goods Supplied	Cost (GST Inclusive)
SECTION A Suppliers	1)	1)	1) \$
	2)	2)	2) \$
	3)	3)	3) \$
	4)	4)	4) \$
	5)	5)	5) \$
	6)	6)	6) \$
	7)	7)	7) \$
		SUB-TOTAL 1	\$
SECTION B Subcontractor	Name of Subcontractor	Trade / Service	Cost (GST Inclusive)
	1)	1)	1) \$
	2)	2)	2) \$
	3)	3)	3) \$
	4)	4)	4) \$
	5)	5)	5) \$
	6)	6)	6) \$
		SUB-TOTAL 2	\$
TOTAL VALUE OF CLAIM FOR ABORIGINAL PERSONS OR BUSINESSES ENGAGED AS SUPPLIERS OR SUBCONTRACTORS (SUB-TOTAL 1 + SUBTOTAL 2)			\$

Name of Tenderer:
(IN BLOCK LETTERS)

This Claim for Aboriginal Persons or Businesses Engaged as Suppliers or Subcontractors is signed by a person authorised to do so on behalf of the Tenderer in

respect to the submitted Tender for RFT No.: **FINW0135125**
(ENTER RFT NUMBER)

Signature:

Full Name:
(IN BLOCK LETTERS)

Position with Tenderer:

Date:



SERVICE ALLIANCE 2012

GENERAL CONDITIONS OF CONTRACT

August 2023

AMENDMENTS LOG

No.	Clause	Amendment	Version Date
1	A.1	Updated definition of 'Date of Practical Completion' Included definition of term 'Event of Default'	July 2021
	A.15 and subclauses	Updated payments and invoices clause	
	A.18	Updated clause to include phoenix entities	
	A.19(d)	Updated dispute resolution clause regarding arbitration	
	A.20	Inclusion of new clause, Termination	
	A.21.4 and subclauses	Inclusion of new clause, COVID-19	
	A.22 and subclauses	Inclusion of new clauses relating to Contractor Performance	
	A.26.3.2	Additional clause regarding new criminal screening for access to school premises	
2	Whole document	Formatting and renumbering through entire document Terminology updated throughout to align with the WA Procurement Rules and other contract suites	November 2021
	A.1	Updated title to Definitions (Previously Interpretation) Updated definition of 'Superintendent' Included definition of terms 'Business Day', 'Maintenance Advice Form', 'Maintenance Supplier Invoicing Portal', 'Site', 'Superintendent's Representative'	
	A.12	Inclusion of new clause, Shared Access and Possession of Site	
	A.13	Inclusion of new clause, Exclusive Access and Possession of Site	
	A.17.5.2 and 17.5.3	Inclusion of new clause relating to use of the Maintenance Supplier Invoicing Portal	
	A.17.5.4	Inclusion of new clause relating to maximum mark up on subcontractor invoices	
	A.23.4.7	Inclusion of new clause relating to access to Remote Aboriginal Communities	
3	A.1	Included definition of term 'Vaccination Zones'	December 2021
	A.28	Renumbering of subclauses	
	A.28.2	Inclusion of new clause, COVID Vaccination Zones	
4	Whole document	Formatting and renumbering through entire document	May 2022
	A.1	Updated definition of 'Contract', 'WHS Legislation' Included definition of terms 'After Hours', 'Business Hours', 'Contract Authority', 'Contractor Personnel', 'Customer', 'Order'	
	A.7.1	Removed requirement to have insurance policies in the joint names of the Contractor and the Principal	
	A.16.3	Inclusion of new clause, Minimum Times and Charges for Breakdown Repairs	

	A.16.4	Inclusion of new clause, Prescribed Financial Limits for Breakdown Repairs	
	A.17.2(b)	Updated retentions to be at the Principal's discretion	
	A.18.5(b)	Updated to include MAF completion requirements	
	A.20	Inclusion of new clause, Regional Contractor Service Delivery Procedures	
	A.21	Inclusion of new clause, Supplier Debarment Regime	
	A.31.3	Updated title to National Police Certificate (Previously Site Access Screening)	
	A.32.1	Removed clause relating to indemnity for fines, penalties, costs and expenses	
	Various clauses	Incorporated the requirements of the following clauses into the Regional Contractor Service Delivery Procedures: <ul style="list-style-type: none"> - Cleaning Up - Restrictions on Access – Schools - Criminal Screening for Access to School Premises - Onsite Security - Public Safety - Materials and Work 	
5	A.16.3	Amended to not be applicable to Contractors with existing call-out or minimum charge rates.	July 2022
	A.26.4.7	Removed clause, Remote Aboriginal Communities	
	A.31.2	Updated title to COVID-19 Vaccination Requirements (Previously COVID-19 Vaccination Zones) Updated vaccination requirements to align with eased public health measures	
6	A.1	Updated to reflect new <i>Building and Construction Industry (Security of Payment) Act 2021</i> (WA) Included definition of term 'SOP Legislation'	July 2023
	A.5	Updated subcontracting requirements	
	A.7	Updated insurance clause	
	A.16.2	Updated measurement of travel charges	
	A.16.3	Inclusion of new clause, Bulk Purchasing Arrangements	
	A.22	Inclusion of new clause, Security of Payment	
	A.28.2	Inclusion of new clause, Breakdown Repair Timeframes	
7	A.32.3	Amended to accept security installer license in lieu of National Police Certificate	August 2023
	A.32.4	Amended to accept security installer license in lieu of National Police Certificate	

CONDITIONS OF CONTRACT TABLE OF CONTENTS

A.1	DEFINITIONS	7
A.2	RISE AND FALL ADJUSTMENT	9
A.3	SERVICE OF NOTICES.....	9
A.4	MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT	9
A.5	ASSIGNMENT AND SUBCONTRACTING	9
A.6	STATUTORY REQUIREMENTS	9
A.7	INSURANCE	10
A.7.1	Insurance requirements	10
A.7.2	Evidence of insurance	10
A.7.3	Subcontractor insurance requirements	10
A.8	CONFLICT OF INTEREST	10
A.9	TIME FOR COMPLETION	11
A.10	MATERIALS	11
A.11	CONTRACTOR'S REPRESENTATIVE	11
A.12	SHARED ACCESS AND POSSESSION OF SITE	11
A.12.1	Application.....	11
A.12.2	Access to Site	11
A.12.3	Care of the Works, People and Property	12
A.13	EXCLUSIVE ACCESS AND POSSESSION OF SITE	12
A.13.1	Application.....	12
A.13.2	Possession of Site.....	12
A.13.3	Care of the Works, People and Property	12
A.14	DEFECTS RECTIFICATION.....	13
A.15	VARIATIONS	13
A.16	PRICING	13
A.16.1	Contract Sum	13
A.16.2	Travel Charges.....	13
A.16.3	Bulk Purchasing Arrangements	13
A.16.4	Minimum Times and Charges for Breakdown Repairs	14
A.16.5	Prescribed Financial Limits for Breakdown Repairs	14
A.17	PAYMENTS	15
A.17.1	Lump Sum.....	15
A.17.2	Progress Payments.....	15
A.17.3	Recipient Created Tax Invoice.....	15
A.17.4	Set Off	16
A.18	INVOICES.....	16
A.18.1	Tax Invoice	16
A.18.2	Submission of Tax Invoices – Breakdown Repairs.....	16
A.18.3	Submission of Tax Invoices – Non-Breakdown Repairs.....	17
A.18.4	Cost details	17
A.18.5	Maintenance Advice Forms	17

A.19	CONDITIONS OF EMPLOYMENT	18
A.20	REGIONAL CONTRACTOR SERVICE DELIVERY PROCEDURES.....	18
A.21	SUPPLIER DEBARMENT REGIME	18
A.22	SECURITY OF PAYMENT(SOP).....	18
A.23	PAYMENT OF WORKERS WAGES AND ALLOWANCE	19
A.24	CONTRACTOR DEFAULT, BANKRUPTCY, INSOLVENCY OR PHOENIX ENTITIES	19
A.25	DISPUTE RESOLUTION	19
A.26	TERMINATION	20
A.26.1	Termination or Suspension	20
A.26.2	Consequences of Termination	20
A.27	W.A. GOVERNMENT SPECIAL CONDITIONS OF CONTRACT	21
A.27.1	Disclosure of Contract Documents and Information	21
A.27.2	Access by the Auditor General	21
A.27.3	Subcontractor and Supplier Arrangements.....	21
A.27.3.1	Security of Payment	21
A.27.3.2	Privity of Subcontract	21
A.27.4	COVID-19.....	21
A.27.4.1	Application of this Clause	21
A.27.4.2	Definitions	21
A.27.4.3	COVID-19 Effects.....	22
A.27.4.4	Suspension for COVID-19 Effects.....	24
A.27.4.5	Termination for Convenience for COVID-19 Effects	24
A.27.4.6	Limit to Contractor's COVID-19 Rights	25
A.28	CONTRACTOR PERFORMANCE	25
A.28.1	Contractor Performance Reporting	25
A.28.2	Breakdown Repair Timeframes	26
A.28.3	Key Performance Indicators for Breakdown Repair Work	26
A.28.4	Supplier Demerit Scheme	28
A.29	MEDIA PUBLICATION	28
A.30	GST	28
A.30.1	Definitions	28
A.30.2	Application.....	28
A.31	ENVIRONMENTAL PROTECTION.....	29
A.32	RESTRICTIONS ON ACCESS	29
A.32.1	All Sites	29
A.32.2	COVID-19 Vaccination Requirements	29
A.32.3	National Police Certificate	29
A.32.4	Licensed Security Installers.....	30
A.33	WORKPLACE HEALTH AND SAFETY	30

A.33.1 Contractor Indemnifies the Principal	30
A.34 SCHEDULE OF WARRANTIES.....	30

CONDITIONS OF CONTRACT

A.1 DEFINITIONS

In this Contract, unless the contrary intention appears:

After Hours	means any hours that are not Business Hours and includes Saturday, Sunday or a day wholly or partly observed as a statutory public holiday throughout the State of Western Australia.
Business Day	means any day other than Saturday, Sunday or a day wholly or partly observed as a regional public holiday or statutory public holiday throughout the State of Western Australia. Where the definition for Business Day may differ to the meaning ascribed to it in the <i>Building and Construction Industry (Security of Payment) Act 2021</i> (WA), the Act prevails.
Business Hours	means the hours specified in the Contract as applicable or, if none are specified, the hours between 7.00 am and 5.00 pm, Perth, Western Australia, on a Business Day.
Contract	means this Contract for works between the Principal and the Contractor. Also known as the Customer Contract.
Contractor	means the successful Respondent; and party to this Contract.
Contractor Personnel	means all officers, employees, agents and subcontractors of the Contractor, and all officers, employees or agents of subcontractors, engaged in relation to the supply of the Works.
Customer	refer to Principal.
Date of Practical Completion	means the date on which the Contractor achieves Practical Completion.
Day or Days	means calendar days.
Defects Liability Period or DLP	means the Defects Liability Period nominated by the Principal in the Department's Form of Request BC SA12; or a six month period from Works completion if no DLP is nominated.
Department	means the Department of Finance.
Event of Default	means a default in the performance of this Contract, including: <ul style="list-style-type: none"> (a) by failing to commence, carry out and complete the Works within the time specified and at a rate of progress satisfactory to the Principal's Representative; (b) by neglecting or omitting to carry out any instructions of the Principal's Representative in respect of the Works; (c) by expressing or demonstrating an unwillingness or inability to complete the Works; (d) by committing an act of bankruptcy or becoming insolvent; (e) by failing to carry out the Works to a satisfactory standard or neglecting to use the materials or methods specified; (f) by committing any substantial breach of the Code of Ethics; (g) by claiming for works not completed; (h) by over charging for works performed; (i) by carrying out works which have not been authorised by the Principal's Representative; (j) by committing any major breach of any employment related Statutory Requirements, Awards, Registered Workplace Agreements or Industrial Agreements; (k) by failing to take out and maintain required insurances during

	the term of the Contract; or (l) by breaching any other provision of the Contract and failing to make good that breach within seven (7) days of receipt of notice in writing to remedy.
Maintenance Advice Form	means a form, in a format determined by the Principal, to be completed by a Contractor and signed off by the Site Representative, to notify that a service visit has been completed for the hours stated.
Maintenance Supplier Invoicing Portal	means an online portal used by a Contractor to submit its invoices and Maintenance Advice Forms to the Department of Finance.
Order	means a purchase order for the Works, made by the Principal under a Contract.
Practical Completion	means the works under Contract are at the stage where any existing minor defects and/or omissions: do not prevent the reasonable use of the works; do not significantly inconvenience the Principal; and can reasonably be remedied within 14 days of a Superintendent's direction to remedy.
Principal	means the body corporate identified as the Principal in the Department's Form of Request BC SA12; and party to this Contract.
Principal's Representative	means the person authorised to act on behalf of the Principal.
Safety Management Plan	means a plan prepared or revised by the Contractor in accordance with applicable WHS Legislation that addresses the Safety Management Plan requirements specified in this Contract.
Site	means the lands and other places to be made available and any other lands and places made available to the Contractor by the Principal for the purpose of the Contract.
SOP Legislation	means the <i>Building and Construction Industry (Security of Payment) Act 2021</i> (WA) and its accompanying regulations.
Statutory Requirements	means any applicable statute, regulation, by-law, order or subordinate legislation whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and equity where applicable.
Superintendent	means the person appointed by the Principal to be the Superintendent (and in the absence of any appointment shall be the Office of the Superintendent, Buildings and Contracts within the Department).
Superintendent's Representative	means any person notified to the Contractor as the Superintendent's Representative for Contract purposes.
Vaccination Zones	A State Government Agency facility that requires contractors to be vaccinated to access that facility.
Works	means the whole (or any part) of the work to be performed by the Contractor under this Contract including all remedial work.
WHS	means work health and safety.
WHS Legislation	means: (a) <i>Work Health and Safety Act 2020</i> (WA) (WHS Act) (b) <i>Work Health and Safety Regulations 2022</i> (WA) (WHS Regulations); and (c) any corresponding National WHS legislation applicable.

A.2 RISE AND FALL ADJUSTMENT

The Contract is not subject to rise and fall adjustment in costs.

A.3 SERVICE OF NOTICES

A Notice, request or other communication must be given in writing and dealt with as follows:

- (a) if given by the Contractor to the Principal: addressed and forwarded to the Principal, for the attention of the Principal's Representative at the address specified in the Form of Request or as otherwise notified by the Principal's Representative; and
- (b) if given by the Superintendent (or Principal) to the Contractor: signed by the Superintendent (or Principal's Representative) and forwarded to the Contractor at the address specified in the Form of Request or as otherwise notified by the Contractor's Representative.

Any such Notice, request or other communication must be sent by email to the address of the intended recipient party.

Any Notice, request or other communication will be deemed to be received, if transmitted electronically, on the day of dispatch providing the sender does not receive an email delivery failure notification in respect of the email.

A.4 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

The Contractor must provide all materials, labour, plant, equipment, tools and everything else necessary for the Works.

The Contractor:

- (a) is responsible for the execution, completion and maintenance of the Works in accordance with the Contract, the Drawings and Specification (if any) and such directions as the Superintendent may issue; and
- (b) is solely liable for any loss or damage to the Works from any cause whatsoever until the Superintendent has certified that the whole of the Works has been satisfactorily completed by the Contractor.

Notwithstanding subclause (b) above, the Contractor is not liable for any loss or damage caused by any negligent act or omission of the Principal, the Superintendent or the employees, professional consultants or agents of the Principal.

A.5 ASSIGNMENT AND SUBCONTRACTING

The Contractor must not, without the Principal's prior written approval, assign any part of the Contract.

Unless the Contract expressly requires the Principal's prior written approval, where the Works requested cannot be fully completed by the Contractor due to additional trades being required, the Contractor may subcontract part of the Works, provided that the portion of Works being subcontracted does not fall under one of the Contractor's nominated SA12 trade categories.

Upon request from the Principal, the Contractor must provide the following details in relation to a subcontracting arrangement:

- (a) the part of the Works the Contractor has subcontracted; and
- (b) the subcontractor(s).

A.6 STATUTORY REQUIREMENTS

The Contractor must, in carrying out the Works:

- (c) comply with:
 - i. all applicable laws and codes including any State, Territory and national building codes, licensing obligations and WHS Legislation;
 - ii. all statutory notice requirements; and

(d) pay all statutory fees and charges that applied at time of Offer.

A.7 INSURANCE

A.7.1 Insurance requirements

The Contractor must have and maintain the following insurance policies:

- i. **Public Liability insurance** covering the legal liability of the Contractor and the Contractor's personnel for an amount of not less than \$5 million, or as required by the Contract, for any one occurrence and unlimited in the aggregate.
- ii. **Workers' Compensation insurance** obtained from a WorkCover WA approved insurer (or insurance broker) that covers the full amount of the employer's liability under the *Workers' Compensation and Injury Management Act 1981* (WA), including cover for common law liability for an amount of not less than **\$50 million** for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers' Compensation and Injury Management Act 1981*.
- iii. **Motor Vehicle Third Party insurance** covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Works for an amount of not less than \$20 million for any one occurrence and unlimited in the aggregate.
- iv. **Compulsory Third Party insurance** as required under any statute relating to motor vehicles used in connection with the Works.

Where applicable, the insurance policies must:

- (a) extend coverage to each party for their respective rights, interests and liabilities; and
- (b) be subject to a cross liabilities clause and waiver of rights of subrogation.

The Contractor must have all insurances required by this clause in place prior to commencement of the Works and maintain them until the end of the Defects Liability Period and/or for the duration of their SA12 membership, whichever is longer.

A.7.2 Evidence of insurance

The Contractor must on request by the Principal or Superintendent provide current relevant confirmation of insurance documentation certifying it has the insurance required by this clause. This includes certificate(s) of currency and full policy terms and conditions (including schedules).

A.7.3 Subcontractor insurance requirements

The Contractor must ensure that its subcontractors (if any) are appropriately insured (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, consistent with the insurance requirements of this clause, as if they were the Contractor.

A.8 CONFLICT OF INTEREST

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the Contract award date no conflict of interest (actual or perceived) not previously disclosed to the Principal exists or is likely to arise in its performance of the Works.

The Contractor must not, and must ensure its personnel do not, engage in any activity likely to give rise to a conflict of interest.

A conflict of interest may exist if:

- (a) the Respondent or any of its personnel have a relationship (whether professional, commercial or personal) with any Department personnel; or
- (b) the Respondent has a relationship with, and obligations to, an organisation which would affect the performance of the Works or would bring disrepute to or embarrass to the Department/Principal; or
- (c) the Respondent or any of its personnel have a relationship or association which could affect Site

security.

If a conflict of interest arises, or appears likely to arise, during the Contract period, the Contractor agrees to:

- (d) notify the Principal immediately;
- (e) make full disclosure of all relevant information relating to the conflict of interest; and
- (f) take such reasonable steps as directed by the Principal to resolve or otherwise deal with the conflict of interest.

If a Respondent has or may have an actual or potential conflict of interest, the Principal may at its discretion:

- (g) enter into discussions to seek to resolve the conflict of interest;
- (h) impose conditions on the Respondent for management of the conflict of interest; or
- (i) take any other action it considers appropriate.

If the Respondent is unwilling or unable to enter into discussions, comply with conditions imposed or otherwise resolve the actual or potential conflict of interest in accordance with this clause and to the Principal's reasonable satisfaction, the Principal may exclude the Offer from further consideration (including terminating any contract negotiations).

A.9 TIME FOR COMPLETION

The Contractor must complete the Works within the time specified or within any extended time allowed or determined by the Superintendent.

A.10 MATERIALS

Materials used in the Works and standards of workmanship must conform to the Contract requirements. Any materials not otherwise specified must be new and where applicable, materials and workmanship must conform to relevant Australian standards and be used in accordance with the manufacturer's specifications.

The Superintendent may, at any time before Contract finalisation, reject any non-compliant material or work and direct its replacement, correction or removal. All such replacements, corrections and removals will be at the Contractor's cost.

A.11 CONTRACTOR'S REPRESENTATIVE

The Contractor or their approved representative (**Contractor's Representative**) must personally supervise the execution of the Works.

Subject to the Superintendent's written approval, the Contractor's Representative must be:

- (a) employed by the Contractor; and
- (b) reasonably skilled, experienced and qualified to supervise the Works.

The Contractor or its authorised representative must be onsite whenever the Works is proceeding to supervise its execution.

Any direction given by the Superintendent to the Contractor's Representative is deemed to be a direction given to the Contractor.

A.12 SHARED ACCESS AND POSSESSION OF SITE

A.12.1 Application

Unless the Contract provides the Contractor with exclusive possession of, or access to, the Site or relevant part of the Site where Works are to be performed, then this clause 12 forms part of the Contract.

A.12.2 Access to Site

The Contractor acknowledges and agrees that it shall not have exclusive possession of, or access to, the Site or relevant part of the Site where Works are to be performed, unless otherwise agreed

in writing by the Principal.

A.12.3 Care of the Works, People and Property

The Contractor must take all reasonable steps to ensure that no loss or damage occurs to:

- (a) the Works;
- (b) unfixed materials;
- (c) any items which have been provided by the Principal, including the Principal's facilities; and
- (d) any of the Contractor's own facilities and equipment,

and must promptly make good any loss or damage that occurs. The cost of making good shall be at the Contractor's cost where such loss or damage is caused by the Contractor or should reasonably have been prevented by the Contractor. If the loss or damage is not caused by the Contractor and could not reasonably have been prevented by the Contractor, the Contractor may submit a claim for a variation for the cost.

A.13 EXCLUSIVE ACCESS AND POSSESSION OF SITE

A.13.1 Application

Where the Contract provides for exclusive access to the Site, or the relevant part of the Site where Works are to be performed, then this clause 13 forms part of the Contract.

A.13.2 Possession of Site

The Contractor acknowledges that:

- (a) the Contractor may only access the Site from the date stated in the Contract until the Works reach Practical Completion for the sole purpose of performing the Works; and
- (b) it must allow the Principal, the Principal's Representative, the Superintendent or any person nominated by the Principal, access to the Site, or the relevant part of the Site, upon the receipt of reasonable notice; and
- (c) any person on the Site is required to comply with all occupational health and safety requirements of the Contractor and comply with all reasonable directions or instructions related to the Contractor's Site rules.

A.13.3 Care of the Works, People and Property

(a) The Contractor is responsible for the care of:

- (i) the whole of the Works;
- (ii) any unfixed materials;
- (iii) any items which have been provided by the Principal, including the Principal's facilities; and
- (iv) any of the Contractor's own facilities and equipment,

from the time it is given access to or possession of the Site until the Date of Practical Completion.

(b) The Contractor must take all reasonable steps to ensure that third parties do not cause loss or damage to any items for which the Contractor is responsible under subclause (a).

(c) Should any loss or damage occur to anything for which the Contractor is responsible under subclause (a), the Contractor, at its own cost, must promptly make good such loss or damage, except to the extent that the loss or damage is caused or contributed to by the Principal, the Principal's Representative, or the Superintendent.

Where a party listed in the above paragraph, other than the Contractor, has partly caused or contributed to the loss or damage, the Contractor must promptly make good such loss or damage and shall only be liable for the costs of such make good to the extent the Contractor caused or contributed to the loss or damage. Where the Contractor and Principal are unable to agree on the party's proportional contribution to the loss or damage, the Superintendent shall assess the extent of each party's liability with respect to the cost of making good the loss or damage.

Notwithstanding anything in the above, the Principal shall only be liable for actual costs reasonably

and necessarily incurred by the Contractor in making good any such loss or damage arising under this clause 13.3.

A.14 DEFECTS RECTIFICATION

The Contractor must use the materials and standards of workmanship required by the Contract.

If the Superintendent (or Principal) discovers any work or materials which is not in accordance with the Contract, it may direct the Contractor to:

- (a) demolish, remove and reconstruct the work; or
- (b) rectify or replace the material.

The Superintendent (or Principal) may specify the times within which the Contractor must commence and complete such work.

If:

- (c) the Contractor fails to comply with any direction given under this clause within the time specified in the direction; and
- (d) provided the Superintendent (or Principal) gave the Contractor notice in writing that after the expiry of 7 days from the date the Contractor receives the notice the Principal intends to have the work carried out by other persons,

the Principal may have the defect rectification work carried out by other persons, with the Principal's costs for engaging that other person(s) to complete the work being a debt due from the Contractor to the Principal.

A.15 VARIATIONS

- (a) If the Superintendent (or Principal) determines that the form, quality or quantity of the Works should be varied, it may order the Contractor to:
 - (i) increase, decrease or omit any part of the Works; or
 - (ii) change the character or quality of any material or Works.
- (b) The rate or price payable for the variation will be determined by agreement between the Contractor and the Superintendent (or Principal) and accounted for in the final contract sum.

A.16 PRICING

A.16.1 Contract Sum

The Contractor warrants that the Contract Sum includes all costs, expenses and charges necessary for it to complete the Works in accordance with this Contract.

A.16.2 Travel Charges

The Contractor may only charge for travel when travelling to another location outside of a 20km radius from their business location.

Labour costs incurred whilst travelling must be itemised as part of travel costs (not labour costs).

Costs are to be itemised in accordance with A.18.4.

A.16.3 Bulk Purchasing Arrangements

Where a Contractor is required to submit a Bulk Purchasing Arrangement (BPA) for Breakdown Repairs:

- (a) Each BPA may only be updated once in any 12 month period
- (b) Updated BPAs will supersede previously submitted BPAs in their entirety.

A.16.4 Minimum Times and Charges for Breakdown Repairs¹

- (a) The Contractor is entitled to claim in its tax invoice the following minimum amounts of time **for the first attendance only at a job**, as set out in the table below. Subsequent attendance(s) at a job will be charged based on actual hours on site plus travel where applicable.

Work Period	Minimum Times
Business Hours	1 hour at Business Hours rate
After Hours	3 hours at After Hours rate

- (b) For the purposes of (a) above, Breakdown Repairs are deemed to commence when the Contractor arrives at the Site and (if applicable) signs into any Site Access Register.
- (c) If the Contractor completes any Breakdown Repairs in excess of the relevant minimum time (as set out in the table above), then it is entitled to claim in its tax invoice for that time:
- (i) in the ordinary way pursuant to clause A.18.2 in relation to Breakdown Repairs; and
 - (ii) such that the total amount of time claimed in that tax invoice equals the actual amount of time taken to complete the Breakdown Repairs.
- (d) Subject to (e) below, the Contractor's entitlement to claim for minimum time in its tax invoice is conditional on completion of the Breakdown Repairs the subject of the Order.
- (e) The Contractor is entitled to claim for minimum time in its tax invoice even if:
- (i) the Contractor is unable to obtain access to the Site at the time arranged with the Principal due to a failure by the Principal; and
 - (ii) provided that the Contractor attended the Site in response to the Order.

A.16.5 Prescribed Financial Limits for Breakdown Repairs**A.16.5.1 Business Hours Breakdown Repairs**

If the cost of Breakdown Repairs, the subject of an Order received by the Contractor during Business Hours is estimated to exceed \$1,500 (exc. GST), the Contractor must obtain the authorisation of the Principal in accordance with agreed procedures as amended from time to time, prior to commencing the Breakdown Repairs.

A.16.5.2 After Hours Breakdown Repairs

If the cost of Breakdown Repairs, the subject of an Order received by the Contractor After Hours is likely to exceed \$3,000 (exc. GST), the Contractor must obtain the authorisation of the Principal in accordance with agreed procedures as amended from time to time, prior to commencing the Breakdown Repairs.

A.16.5.3 Obligations of the Contractor

If the Breakdown Repairs require authorisation pursuant to the preceding subsections, then the Contractor must still:

- (a) attend the Site if necessary to ensure the Site has been made safe and does not present a danger to the building occupants or the public;
- (b) inform the Principal that its authorisation is required before proceeding with further Breakdown Repairs;
- (c) provide an estimate or quote to the Principal for the completion of the Breakdown Repairs expeditiously enough to enable the Contractor to complete the Breakdown Repairs within the Response Times or other time period expressly agreed with the Principal; and
- (d) seek the authorisation of the Principal.

¹ This clause does not apply to Contractors whose existing rates include a call-out fee or minimum charge.

A.16.5.4 Authorisation for Breakdown Repairs Exceeding Prescribed Financial Limits

- (a) If an estimate or quote is accepted and authorisation is given by the Principal to the Contractor for Breakdown Repairs exceeding the prescribed financial limits above, then the Contractor must complete the Breakdown Repairs without delay.
- (b) If an estimate or quote is rejected and authorisation is not given by the Principal then the Contractor must still ensure the Site has been made safe and does not present a danger to building occupants or the public.

A.17 PAYMENTS

The Principal reserves the right to determine and elect in its sole discretion, the mode of payment under the Contract.

These modes of payment include:

A.17.1 Lump Sum

Where payment is to be made by way of Lump Sum:

- (a) The Principal must pay the Contractor within 20 days after receipt of a Tax Invoice in accordance with clause A.18.
- (b) Payments shall only be made by the Principal upon receipt of a Tax Invoice in accordance with clause A.18.

A.17.2 Progress Payments

Where payments are to be made progressively:

- (a) The Contractor must submit to the Superintendent a monthly progress claim, annotated as a Tax Invoice pursuant to clause A.18.
- (b) No certificate of the Superintendent shall be deemed to signify approval or acceptance of any complete works.
- (c) Payments shall only be made by the Principal upon receipt of a Tax Invoice in accordance with clause A.18.
- (d) The Principal must pay the Contractor within 20 days after receipt by the Superintendent of its progress claim.

Where the Contract requires retention monies:

- (e) The Principal must:
 - (i) pay the Contractor within 20 days after receipt by the Superintendent of its progress claim equal to 95% of the value of Works completed as determined by the Superintendent; and
 - (ii) retain the remaining 5% as retention monies.
- (f) During the Defects Liability Period, the retention monies retained by the Principal will be reduced to 2.5% of the final Contract Sum.
- (g) Interest is not payable on retention monies.
- (h) The retention monies retained by the Principal will be held until the Superintendent certifies:
 - (i) that the works have been fully completed; and
 - (ii) the Contract obligations as to the Defects Liability Period have been fulfilled.

A.17.3 Recipient Created Tax Invoice

Where payment(s) are to be made by way of Recipient Created Tax Invoice ("RCTI"):

- (a) The Contract Sum shall be inclusive of all applicable GST at the rate in force for the time being:

- (i) The Principal must issue a RCTI in respect of GST payable on each instalment of the Contract Sum and shall provide a copy of the RCTI to the Contractor. The RCTI shall contain all information required for a tax invoice under the GST Act and shall bear the ABN of the Contractor.
- (ii) The Principal must issue an adjustment to the Contractor in relation to any adjustment events as they occur.
- (iii) The Contractor must not issue Tax Invoice(s) in respect of the work under the Contract or any part thereof.

A.17.4 Set Off

The Principal may set off any amount claimed by the Principal under this or any other Contract from:

- (a) any amount due to the Contractor from the Principal; and
- (b) any security or retained monies held by the Principal under this Contract.

A.18 INVOICES

A.18.1 Tax Invoice

A 'Tax Invoice' which is correctly rendered means an invoice that:

- (a) is submitted in arrears;
- (b) is correctly addressed;
- (c) is correctly calculated;
- (d) identifies the amount(s) claimed and the Works or related expenses for which the amount(s) is claimed;
- (e) is accompanied by documentation substantiating the amount(s) claimed;
- (f) is a valid tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (g) is for one Department purchase order only and contains the following information:
 - (i) the Department purchase order number and work order number and/or approval reference number(s) for additional work(s)/cost(s) (where applicable);
 - (ii) title of the Works;
 - (iii) name of the Principal's Representative; and
 - (iv) details of the Works for which payment is being claimed including the location(s) and date(s) work commenced and was completed (if not provided on a Maintenance Advice Form submitted with the invoice).

A.18.2 Submission of Tax Invoices – Breakdown Repairs

The Contractor must ensure that all Tax Invoices:

- (a) are submitted to the Principal within 14 days of the completion of the Breakdown Repair;
- (b) include an itemised breakdown of costs detailing labour, materials, travel and any other costs such as the hiring of equipment or subcontractor costs;
- (c) comply with clause A.18.1; and
- (d) attach the completed and signed Maintenance Advice Form and any supporting documentation, subcontractors' invoices, claims for specialised equipment etc (refer clause A.18).
- (e) where possible, are submitted through the Maintenance Supplier Invoicing Portal
- (f) The Contractor must not submit invoices for Works (or works related services) not completed, delivered or required under the Contract, unless otherwise agreed with the Principal.

A.18.3 Submission of Tax Invoices – Non-Breakdown Repairs

- (a) Subject to the Superintendent's agreement otherwise, the Contractor must submit a Tax Invoice(s) in accordance with clause A.18.1 to the Principal within 14 days of the relevant Works completion.
- (b) The Contractor must not submit invoices for Works (or works related services) not completed, delivered or required under the Contract, unless otherwise agreed with the Principal.

A.18.4 Cost details

- (a) Subject to this clause, the Principal must pay the Contractor's claimed costs for Works completed subject to the Contractor satisfying the Principal that it has met the Contract requirements.
- (b) The Contractor's progress claim is taken to include all costs, resources and expenses required or incurred by the Contractor in providing the Works in accordance with the Contract, including:

I. For Cost Plus Work:

- i. Itemised labour costs including number of hours worked, labour travel costs where applicable (refer A.16.2), the skill of the person (e.g. tradesman, apprentice, technician) and the rates applied (GST exclusive);
- ii. Labour costs subtotal (GST exclusive);
- iii. Itemised material costs (GST exclusive);
- iv. Material costs subtotal (GST exclusive);
- v. Travel costs including Kilometres (KMs) travelled, vehicle type and the rates applied (GST exclusive);
- vi. Travel labour costs subtotal (GST exclusive);
- vii. Itemised subcontractor and equipment hire costs (GST exclusive) subject to A.18.4(c);
- viii. Other costs not listed above (GST exclusive);
- ix. GST shown separately; and
- x. Total cost (GST inclusive).

When calculating costs, the Contractor must use previously agreed Departmental rates where applicable.

II. For Quoted Work:

- i. Quoted value (GST exclusive);
- ii. Itemised approved variations (GST exclusive);
- iii. GST shown separately; and
- iv. Total cost (GST inclusive).

If required, the Contractor must also provide a Maintenance Advice Form with each invoice.

- (c) The Contractor must not include a markup of greater than 10% on subcontractor invoices (GST exclusive).

A.18.5 Maintenance Advice Forms

- (a) Where applicable, Contractors will be provided with booklets of Maintenance Advice Forms (MAFs).
- (b) The Contractor must complete a MAF and have it signed by a representative of the Site in accordance with the instructions outlined in the MAF booklet.
 - (i) For do and charge works, a MAF must be completed at the end of each day's

attendance.

- (ii) For quoted works, a MAF must be completed upon completion of the Works.
- (c) The Contractor must:
 - (i) Retain a copy for its records;
 - (ii) Submit a copy attached to its invoice; and
 - (iii) Leave a copy with the occupant of the Site.

A.19 CONDITIONS OF EMPLOYMENT

- (a) The Contractor must comply with all applicable workplace relations laws, conditions of industry awards and enterprise agreements and codes of practice including (but not limited to):
 - (i) the *Fair Work Act 2009* (Cth),
 - (ii) the *Industrial Relations Act 1979* (WA);
 - (iii) WHS Legislation; and
 - (iv) worker's compensation laws.

A.20 REGIONAL CONTRACTOR SERVICE DELIVERY PROCEDURES

- (a) The Contractor must deliver the Works in accordance with the Regional Contractor Service Delivery Procedures, as amended or replaced from time to time.
- (b) The Regional Contractor Service Delivery Procedures form part of the Contract, and any breach of those procedures will be treated as a breach of the Contract.

A.21 SUPPLIER DEBARMENT REGIME

In January 2022 the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State Agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement (Debarment of Suppliers) Regulations 2021*. Further information about the regulatory scheme is available from WA.gov.au and Tenders.WA.

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the Principal must exclude from consideration any Offer received from a Respondent who is suspended or debarred, and any Offer which includes a subcontracting arrangement with a suspended or debarred subcontractor.

A.22 SECURITY OF PAYMENT(SOP)

The Contractor acknowledges the provisions of the SOP Legislation. The Contractor hereby confirms that nothing in this Contract permits or otherwise allows the Contractor to implement an arrangement with its subcontractors that would result in provisions of its subcontracts having no effect by virtue of the application of section 14 of the Act or any other provision of the SOP Legislation.

The Contractor must:

- (a) ensure that a copy of any written communication in relation to the SOP Legislation (including a "payment claim" under the SOP Legislation) which it delivers or is deemed to deliver to the Principal is provided to the Superintendent's Representative at the same time; and
- (b) provide written notice to the Principal and the Superintendent when:
 - (i) the Contractor becomes aware that a subcontractor is entitled to suspend work pursuant to the SOP Legislation; or
 - (ii) the Contractor receives any communication from any subcontractor in relation to any adjudication pursuant to the SOP Legislation.
- (c) If the Contractor suspends the Works pursuant to the SOP Legislation, the Contractor will have no claim other than as expressly provided for by the SOP Legislation.

- (d) If any of the Contractor's subcontractors suspend any work, services or supply pursuant to the SOP Legislation, the Contractor will have no claim for a variation, extension of time or delay costs.

A.23 PAYMENT OF WORKERS WAGES AND ALLOWANCE

The Principal may require the Contractor to make and deliver to the Principal a statutory declaration that all workers who are or at any time have been engaged on the work under the Contract have been paid in full all amounts which have become payable to them under any statute, ordinance of subordinate legislation, or by any relevant, determination, judgment or order of any competent court, board commission or other industrial tribunal. If the Contractor fails to discharge this requirement the Principal is entitled to withhold all payments due and payable to the Contractor. At the written request of the Contractor and out of the moneys payable to the Contractor, the Principal may on behalf of the Contractor make payments directly to any worker or subcontractor.

A.24 CONTRACTOR DEFAULT, BANKRUPTCY, INSOLVENCY OR PHOENIX ENTITIES

If:

- (a) the Superintendent certifies to the Principal that the Contractor has:
 - (i) failed to commence the Works within the period specified;
 - (ii) failed to carry out the Works at a rate of progress satisfactory to the Superintendent;
 - (iii) failed, neglected or omitted to carry out any directions of the Superintendent in respect of the Works;
 - (iv) failed to complete the whole of the Works within the time specified for completion or such extended time as the Superintendent may approve,

and the Contractor has received at least 7 days' notice from the Superintendent or the Principal of the existence of these failures; or
- (b) the Contractor has intimated to the Superintendent or the Principal that it is unwilling or unable to complete the works; or
- (c) the Contractor:
 - (i) has committed an act of bankruptcy or insolvency;
 - (ii) becomes bankrupt or insolvent;
 - (iii) presents with a bankruptcy petition;
 - (iv) proposes a scheme of arrangement or composition;
 - (v) is subject to a meeting of creditors;
 - (vi) proposes or enters into a deed of company arrangement;
 - (vii) has a controller or administrator appointed;
 - (viii) resolves to apply for a winding up order or a winding up order is made or applied for;
 - (ix) has a liquidator, receiver or manager is appointed;
 - (x) a mortgagee takes possession of any property; or
 - (xi) is an illegal or fraudulent phoenix entity or entities,

then the Principal may, by giving notice in writing, terminate the Contract and all moneys held by the Principal may be utilised by the Principal for the purpose of completing the Works.

The Principal may utilise all moneys held under the Contract to deduct or set-off any debt or money due, or any amount that the Principal considers will become due, from the Contractor to the Principal otherwise than under the Contract.

A.25 DISPUTE RESOLUTION

The parties agree that any dispute or difference arising out of the Contract whether raised during execution of the Works or after its completion will be dealt with as follows:

- (a) The party claiming there is a dispute or difference must provide the other party with notice setting out the nature of the dispute (**notice of dispute**);
- (b) the parties will attempt to resolve the dispute by direct negotiation/conferral meeting in the first instance;
- (c) the parties have 14 days from the date of the notice of dispute (or such other time as mutually agreed) to reach a resolution or to agree to refer the dispute to arbitration;
- (d) If both parties agree, the dispute may be referred to arbitration on the following basis:
 - (i) The disputes or differences being referred to an arbitrator for a determination must be issues within the Contract and include those concerning the performance or non-performance by either party of their respective obligations under the Contract.
 - (ii) The selection of the Arbitrator will be made according to the following:
 - a. mutually agreed upon by the parties in writing; or
 - b. if the parties cannot agree, by an arbitrator appointed by the Institute of Arbitrators & Mediators, Australia (by the President of the WA Chapter) to deal with the dispute in accordance with the provisions of the *Commercial Arbitration Act (2012)* (WA).
 - (iii) For the avoidance of doubt, and should both parties agree to arbitration, this clause must be construed as an 'arbitration agreement' as that term is defined in the *Commercial Arbitration Act (2012)* (WA).
- (e) If the parties fail to resolve the dispute through direct negotiation/conferral or to mutually agree to refer it to arbitration, either party may commence legal proceedings (by notice in writing) if:
 - (i) there is no resolution or agreement within the 14-day period referred to above and the parties have not agreed to refer the dispute to arbitration; or
 - (ii) the other party is not making reasonable efforts to resolve the dispute.
- (f) Despite the existence of a dispute, the Contractor must continue to provide the Works unless directed otherwise by the Principal.

A.26 TERMINATION

A.26.1 Termination or Suspension

- (a) Upon the occurrence of an Event of Default the Principal may, in its absolute discretion by giving notice in writing, suspend or terminate the Contract.
- (b) All monies held by the Principal may be utilised by the Principal for the purpose of making good any defects and completing the Works.
- (c) The Principal may end a suspension at any time by notice to the Contractor. At the end of the suspension, the rights and obligations of the Principal and the Contractor under the Contract recommence.

A.26.2 Consequences of Termination

- (a) The termination of the Contract does not affect any rights, liabilities or obligations of the Principal or the Contractor as a result of anything occurring before the termination.
- (b) On termination of the Contract, the Contractor must:
 - (i) deliver to the Principal all Records required by the Principal as soon as practicable after the date of termination;
 - (ii) vacate the Site as soon as practicable;
 - (iii) allow the Principal to use at the Principal's sole risk and without charge for a reasonable period not exceeding 20 Business Days any property of the Contractor which is located on the Site if required in connection with the Contract. However, the Principal must pay the Contractor for any materials or consumables used by the Principal as a result of using that property; and

- (iv) in every other respect, cooperate with the Principal as reasonably required by the Principal in order to minimise any loss, damage or inconvenience to the Principal resulting from the termination of the Contract.

A.27 W.A. GOVERNMENT SPECIAL CONDITIONS OF CONTRACT

A.27.1 Disclosure of Contract Documents and Information

The Principal is subject to certain disclosure requirements under applicable laws and government policies. Contract documents and related information may be disclosed when required or authorised by law, under the *Freedom of Information Act 1992* (WA), under the *Building Act 2011* (WA), required for tabling of documents in Parliament or under court order or subpoena.

A.27.2 Access by the Auditor General

The Parties acknowledge and agree that the Auditor General's powers and responsibilities for the State of Western Australia under both the *Auditor General Act 2006* (WA) and the *Financial Management Act 2006* (WA) are not limited or affected by the terms of this Contract.

The Contractor must allow the Auditor General reasonable access to inspect and copy all relevant documents and records however stored, for purposes associated with this Contract or review of performance under this Contract.

A.27.3 Subcontractor and Supplier Arrangements

A.27.3.1 Security of Payment

It is a fundamental Contract term that the Contractor comply with all payment obligations under agreements between the Contractor and its subcontractors and/or suppliers in respect of the carrying out of the work under this Contract.

The Contractor's failure, without reasonable cause, to comply with its subcontractor and/or supplier payment obligations constitutes a default under clause A.24 of the General Conditions irrespective of clause A.23.

A.27.3.2 Privity of Subcontract

The Contractor must inform all subcontractors that the relationship between the Contractor and the subcontractor (contract or otherwise) does not confer rights or impose legal obligations upon the Principal (express or implied) in contract or otherwise.

A.27.4 COVID-19

A.27.4.1 Application of this Clause

This clause applies to the extent that COVID-19 affects the Works under the Contract and only for relief purposes.

Where a conflict and/or inconsistency exists between this clause and any other provision of the Contract, this clause takes precedence.

A.27.4.2 Definitions

In this clause, the following definitions apply:

(a) **Change in COVID-19 Law** means a COVID-19 Law that:

- (i) comes into effect, or ceases to be in effect, after the day being 14 days prior to the date of closing of Offers for the Contract;
- (ii) necessitates, or results in, a change in the Works or the Contractor's method of working; and
- (iii) directly results in an increase or decrease in the Costs incurred by the Contractor in carrying out the Works.

(b) **Costs** means costs necessarily incurred excluding corporate overhead and profit.

(c) **COVID-19** means the coronavirus disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

- (d) **COVID-19 Effects** means impacts on a party's ability to perform its obligations under the Contract arising from COVID-19 (including COVID-19 Laws) and includes impacts to the cost of performing, or delay or disruption to performance of, those obligations.
- (e) **COVID-19 Law** means in relation to Western Australia or the Commonwealth of Australia:
 - (i) an act of parliament or statute; and
 - (ii) any subordinate legislation, rules, regulations directions or by-laws, made or amended (to the extent of the amendment) as a direct consequence of COVID-19; and
 - (iii) any document or policy issued under such legislation or delegated legislation made or amended (to the extent of the amendment) as a direct consequence of COVID-19 and with which the Contractor is legally required to comply.
- (f) **COVID-19 Relief Event** means:
 - (i) a Change in COVID-19 Law;
 - (ii) a suspension by the Superintendent under clause A.27.4.4; or
 - (iii) a delay arising after the day being 14 days prior to the date of closing of Offers for the Contract caused as a direct result of COVID-19 which:
 - i. has an adverse effect on the supply of labour, equipment or materials required for the Works; and
 - ii. is not related to a COVID-19 Law.
- (g) **Works** means the works to be carried out under the Contract, including temporary works.

A.27.4.3 COVID-19 Effects

A.27.4.3.1 General

- (a) The parties acknowledge and agree:
 - (i) to the potential for COVID-19 Effects; and
 - (ii) the Contractor is deemed to have taken into account, and fully priced and programmed for, all COVID-19 Effects known (or which should reasonably have been known) as at the day being 14 days prior to the date of closing of Offers for the Contract.
- (b) The Contractor must:
 - (i) proactively monitor potential COVID-19 Effects;
 - (ii) use its reasonable endeavours to mitigate COVID-19 Effects;
 - (iii) give the Superintendent weekly/fortnightly reports on potential or actual COVID-19 Effects and the Contractor's steps taken to avoid or reduce those effects irrespective of whether the Contractor intends to make a claim;
 - (iv) where an entitlement to time or Costs arises under clause A.27.4.3, clause A.27.4.4 or clause A.27.4.5, provide all supporting documentation reasonably requested by the Superintendent (including programming and costing information) on a fully transparent and open basis; and
 - (v) include in all sub-contracts' relief for COVID-19 Effects that is the same or the equivalent to the relief provided in the Contract and warrant that any amounts which are due and payable to subcontractors have been duly paid by the Contractor to the relevant subcontractors.

A.27.4.3.2 Notice

- (a) The Contractor must promptly give notice to the Superintendent if the Contractor becomes aware of any potential or actual COVID-19 Effects that may:
 - (i) delay or disrupt the Works;

- (ii) increase or decrease the costs of carrying out the Works; or
- (iii) otherwise have an adverse effect on the Contract,

including a description of the cause of the effect and the way in which the effect is to be avoided or reduced.

- (b) To the extent the Contractor is entitled to relief under this clause A.27.4.3 (COVID-19 Effects), relief applies only from the date notice is given by the Contractor under clause A.27.4.3.2(a) (other than relief for the period between the day being 14 days prior to the date of closing of Offers for the Contract and the date of the Contract).

A.27.4.3.3 Change in COVID-19 Law

- (a) If there is a Change in COVID-19 Law, the Principal must pay the Contractor, or the Contractor must pay the Principal, as the case may be, the amount of the increased or decreased Costs (as applicable) in carrying out the Works which directly resulted from the Change in COVID-19 Law.
- (b) The Contractor's entitlement to be paid increased Costs under clause A.27.4.3.3(a) is reduced by the extent to which:
 - (i) the Contractor could have avoided or reduced the Costs by taking reasonable steps under clause A.27.4.3.1(b)(ii); and
 - (ii) the Costs are otherwise recovered or recoverable by the Contractor.
- (c) The Superintendent will determine the amount payable under clause A.27.4.3.3(a), acting reasonably. The Contractor must provide all supporting documentation reasonably requested by the Superintendent (including costing information) to enable a determination to be made under this clause A.27.4.3.3.

A.27.4.3.4 Extension of Time²

- (a) If:
 - (i) the Contractor is or will be delayed in reaching Practical Completion by a COVID-19 Relief Event;
 - (ii) delay is demonstrable by reference to the critical path contained and shown in the then current program; and
 - (iii) the Contractor gives the Superintendent a claim for an extension of time within 14 days of when the Contractor became aware (or should reasonably have become aware) of the delay including details of the nature, cause and likely extent of the delay,

the Contractor will be entitled to an extension of time for Practical Completion equal to the period of delay.
- (b) If the effects of the COVID-19 Relief Event are continuing, or not fully ascertainable at the time of giving notice under clause A.27.4.3.4(a)(iii), the Contractor may submit further claims every 14 days.
- (c) The Contractor's entitlement to an extension of time is reduced by the extent to which the Contractor could have avoided or reduced the delay by taking reasonable steps under clause A.27.4.3.1(b)(ii).
- (d) To the extent the delay is also caused by an event that is not a COVID-19 Relief Event, the delay must be apportioned according to the respective causes' contribution.
- (e) The Superintendent will determine the period of the extension of time under this clause A.27.4.3.4, acting reasonably. The Contractor must provide all supporting documentation reasonably requested by the Superintendent (including an electronic copy of the then current

² NOTE: The clauses are not intended to be exhaustive as to the State's rights, only the Contractor's rights to relief. Therefore, it remains open to the State to give a direction under any other contract provision (e.g. to accelerate or reprogram works) rather than grant an extension of time.

program) to enable a determination to be made under this clause A.27.4.3.4.

A.27.4.3.5 Delay Costs

- (a) Subject to clause A.27.4.3.5(b), the Contractor will be entitled to the additional Costs that it has incurred in respect of the period of the extension of time granted under clause A.27.4.3.4.
- (b) The Contractor will only be entitled to Costs incurred for demobilising and remobilising the Contractor's personnel, subcontractors and equipment if there is a suspension under clause A.27.4.4 (Suspension for COVID-19 Effects).
- (c) The Contractor's entitlement to be paid Costs under clause A.27.4.3.5(a) or clause A.27.4.3.5(b) is reduced by the extent to which:
 - (i) the Contractor could have avoided or reduced the Costs by taking reasonable steps under clause A.27.4.3.1(b)(ii); and
 - (ii) the Costs are otherwise recovered or recoverable by the Contractor.
- (d) The Superintendent will determine the amount of Costs payable under this clause A.27.4.3.5, acting reasonably. The Contractor must provide all supporting documentation reasonably requested by the Superintendent (including costing information) to enable a determination to be made under this clause A.27.4.3.5.

A.27.4.4 Suspension for COVID-19 Effects

- (a) Without prejudice to any other rights the Principal may have under the Contract, the Superintendent may, if the Superintendent determines in its absolute discretion that the suspension of the whole or part of the Works is necessary due to COVID-19 Effects, direct the Contractor to suspend the performance of the whole or part of the Works for such time as the Superintendent considers appropriate.
- (b) As soon as the reason for any suspension no longer exists, the Superintendent must notify the Contractor in writing.
- (c) Upon notice from the Superintendent, the Contractor must recommence performance of the Works as soon as reasonably possible.
- (d) The Contractor must ensure that its subcontracts contain a suspension clause on the same terms as this clause A.27.4.4.

A.27.4.5 Termination for Convenience for COVID-19 Effects

A.27.4.5.1 Termination for Convenience

- (a) Without prejudice to any other rights the Principal may have under the Contract, the Principal may, if the Principal determines in its absolute discretion not to continue the Contract due to COVID-19 Effects, by notice in writing to the Contractor (**Termination for Convenience Notice**), terminate the Contract.
- (b) The Contract will terminate on the date and time stated in the Termination for Convenience Notice or, if no such date and time is stated, at the date and time the Termination for Convenience Notice is given to the Contractor.
- (c) Clause A.27.4.5.2 (Procedure on Termination), clause A.27.4.5.3 (Payments on Termination for Convenience) and clause A.27.4.6 (Limit to Contractor's COVID-19 Rights) survive the termination of the Contract.

A.27.4.5.2 Procedure on Termination

Upon receipt of a Termination for Convenience Notice, the Contractor must:

- (a) make safe and cease performance of the Works;
- (b) after ensuring the Site is secure and safe, leave the Site;
- (c) provide the Superintendent with any information requested by the Superintendent relating to the Works or the Contract, including Design Documents and any other drawings;
- (d) novate to the Principal any subcontracts relating to the Works that the Principal requires to be novated (and the Contractor must include in its subcontracts a corresponding novation clause);

- (e) transfer to the Principal any entitlement to receive unfixed plant or materials that are in transit but have not yet been delivered to Site, free from encumbrances;
- (f) do all things and execute all further documents necessary to give full effect to this clause A.27.4.5.2; and
- (g) take any other action relating to the termination of the Contract which the Principal reasonably requires.

A.27.4.5.3 Payments on Termination for Convenience

- (a) If the Principal terminates the Contract under clause A.27.4.5.1, the Principal must pay the Contractor:
 - (i) the amount due under the Contract for the Works performed up to the date of termination;
 - (ii) Costs incurred by the Contractor under any subcontract as a direct consequence of the Principal's termination, provided that the Contractor has taken all reasonable steps to mitigate and minimise these costs and expenses, including having a corresponding termination for convenience clause in the subcontract;
 - (iii) the Cost of materials reasonably ordered by the Contractor for the Works, which the Contractor is liable to accept (subject to exercise of any termination rights by the Contractor if the Principal so directs), but only if the materials become property of the Principal upon payment;
 - (iv) the reasonable Costs of demobilisation; and
 - (v) the reasonable Costs of complying with any directions given by the Principal upon, or subsequent to, termination.
- (b) The Contractor must submit a payment claim for the amount it claims is payable in accordance with clause A.27.4.5.3(a) within 20 Business Days of the date of termination.
- (c) If the Costs are not fully ascertainable at the time of submitting a payment claim under clause A.27.4.5.3(b), the Contractor must identify the Costs that are not yet able to be quantified and the date by which they can be quantified. If the Principal consents to the timing of the provision of the quantified Costs, the Contractor may submit a further payment claim in accordance with the agreed timetable.
- (d) The Superintendent will determine the amount payable by the Principal under clause A.27.4.5.3(a), acting reasonably. The Contractor must provide all supporting documentation reasonably requested by the Superintendent (including costing information) to enable a determination to be made under this clause A.27.4.5.3.

A.27.4.6 Limit to Contractor's COVID-19 Rights

- (a) The Contractor's entitlements under clause A.27.4.3 (COVID-19 Effects), clause A.27.4.4 (Suspension for COVID-19 Effects), and clause A.27.4.5 (Termination for Convenience for COVID-19 Effects) are the Contractor's sole remedy in respect of COVID-19 Effects and under no circumstances will the Contractor be entitled to recover any damages for loss of actual or anticipated profits, loss of use, loss of overhead, loss of opportunity, loss of revenue, any redundancies or any other economic loss.
- (b) Except for a breach of clause A.27.4.3, clause A.27.4.4 or clause A.27.4.5 by the Principal, the Contractor is absolutely barred from making any claim against the Principal and the Principal may plead this clause as a bar to any claim by the Contractor against the Principal (whether under the Contract or otherwise at law or in equity) in respect of COVID-19 Effects.

A.28 CONTRACTOR PERFORMANCE

A.28.1 Contractor Performance Reporting

The Principal may, at various stages during the Contract, prepare reports for the sole use of the Principal in respect to aspects of the Contractor's performance.

The Contractor is entitled to the opportunity to respond to the contractor performance report and any update or review of the report.

The Contractor is to be aware that their performance will be ranked relative to other contractors and the outcome of these contractor performance reports will be used by the Principal in consideration of the Contractor's membership of SA12 and any Work Allocation Plan preference, and in future tendering and contracting opportunities with the Principal.

A.28.2 Breakdown Repair Timeframes

Breakdown Repairs will be designated a priority which will determine the response and completion times which the Contractor is required to meet. Breakdown Repair Orders may be assigned one of three possible priorities: a) Priority 1; b) Priority 2; or c) Priority 3.

The Contractor is required to respond, attend the Premises, commence and complete Breakdown Repairs within the timeframes set out in the table below:

	Attendance Time Business Hours³	Attendance Time After Hours	Completion Time
Priority 1	For Orders issued between 6.00am and 1.00pm: Attendance must be on the same Business Day the Order is issued. For Orders issued between 1.00pm and 5.00pm: Attendance must be by 9.00am the next Business Day after the Order is issued.	For Orders issued at any other time on a Business Day or at any time After Hours: Attendance must be as soon as possible, and within 1 hour of the issue of the Order.	Within 24 hours from the issue of the Order.
Priority 2	Within 3 Business Days of issue of the Order.	N/A	Within 3 Business Days of issue of the Order.
Priority 3	Within 7 Business Days of issue of the Order.	N/A	Within 7 Business Days of issue of the Order.

A.28.3 Key Performance Indicators for Breakdown Repair Work

The Principal at its sole discretion will periodically assess the Contractor against the following key performance indicators (KPI):

(a) **KPI 1: Average value of Breakdown Repairs under \$1,500 (Exc. GST)**

Description: This KPI measures the average value of Breakdown repairs under \$1,500 carried out by a Contractor over a period of time, for a particular trade category.

Measurement: (Total value of Breakdown Repairs under \$1,500 (Exc. GST) carried out by the Contractor during the period for a particular trade category) / (Total number of Breakdown Repairs under \$1,500 carried out by the Contractor during the period for a particular trade category).

³ Business Hours is defined in section A.1 Definitions as between 7.00am to 5.00pm. For clarity, references to 6.00am in this column indicates Orders issued between 6.00am and 1.00pm must provide for attendance on the same day they are issued (it does not imply 6.00am is within Business Hours).

Target: No specific target applies. The performance of the Contractor will be monitored relative to other Contractors within a trade category for an equivalent period.

(b) KPI 2: Attendance Rate

Description: This KPI measures the frequency at which Contractors meet specified priority response times for Breakdown Repairs, during a period of time.

Measurement: (Number of Breakdown Repairs the Contractor has responded to within the required response time, during the period) / (Total number of Breakdown Repairs the Contractor has responded to during the period) *100 expressed as a percentage.

Target: The target attendance rate for Priority 1, 2 and 3 Breakdown Repairs is 90% for each priority category. This target rate acts as a benchmark for acceptable performance however the Contractor will also be monitored relative to other Contractors.

(c) KPI 3: Completion Rate Priority 1

Description: This KPI measures the frequency at which Contractors meet specified target completion times for Priority 1 Breakdown Repairs during a period of time.

Measurement: (number of Priority 1 Breakdown Repairs the Contractor has completed with the target completion times for Priority 1 Breakdown Repairs during the period) / (Total number of Priority 1 Breakdown Repairs the Contractor has responded to during the period) * 100 expressed as a percentage.

Target: The target completion rate for Priority 1 Breakdown Repairs is 80%. This target rate acts as a benchmark for acceptable performance however the Contractor will also be monitored relative to other Contractors.

(d) KPI 4 Completion Rate Priority 2 and Priority 3

Description: This KPI measures the frequency at which Contractors meet specified target completion times for Priority 2 and Priority 3 Breakdown Repairs during a period of time.

Measurement: (Number of Priority 2 and Priority 3 Breakdown Repairs the Contractor has completed within the target completion times for Priority 2 and Priority 3 Breakdown Repairs during the period) / (Total number of Priority 2 and Priority 3 Breakdown Repairs the Contractor has responded to during the period) * 100 expressed as a percentage.

Target: The target completion rate for Priority 2 and 3 Breakdown Repairs is 75% for each priority category. This target rate acts as a benchmark for acceptable performance however the Contractor will also be monitored relative to other Contractors.

(e) KPI 5: Invoicing

Description: This KPI measures the degree of compliance by a Contractor with the invoicing requirements of the Panel.

Measurement: (Number of jobs completed during a period of time for which invoices were submitted in compliance with contractual requirements) / (Number of jobs completed during the period) * 100 expressed as a percentage.

Target: 100% of invoices to be submitted in a compliant manner.

(f) Other Performance Monitoring

In addition to the KPIs outlined above, a number of other factors will be monitored in considering Contractor performance. These are areas which are relevant and for which data may be gathered. The monitoring of these areas will not be restricted to Breakdown Repairs but will also include (where relevant) information on Planned Maintenance.

(i) Volumes of Works Undertaken

Description: This is a measure of the number of jobs (separated out by Breakdown Repairs and Planned Maintenance) undertaken by a Contractor within a particular trade category during a given period.

Measurement: Number of jobs undertaken by a Contractor within a particular trade category during a given period.

Review Consideration: This measure is to be considered in the context of Contractor capacity, availability of work, and relative performance of other Contractors in the trade category and other relevant factors.

Complaints, Compliments, Feedback and Audit Results

Description: As a qualitative measure of Contractor performance, any verified complaints, compliments and other feedback such as audit results will be recorded and considered when reviewing Contractor feedback.

A.28.4 Supplier Demerit Scheme

The Contractor agrees to be subject to the operation of the Department's "Supplier Demerit Scheme" (Scheme) set out on the WA Government's webpage www.wa.gov.au/government/multi-step-guides/supplying-works-related-services/supplier-performance-management-government-non-residential-building-projects.

If the Contractor fails to meet Departmental requirements (as a defined "Infraction" for the purposes of the Scheme) the Department will, unless it determines otherwise, apply one or more demerits to the Contractor under the Scheme depending on the severity of the "Infraction".

When the Contractor has received three demerits under the Scheme within a three-year period, the Department will, unless it determines otherwise, apply a sanction set out under the Scheme to the Contractor.

The Department's operation of the Scheme is in addition to and does not limit any other rights the Principal itself may have under the Contract or at law in relation to any act, matter or thing that may be treated as an "Infraction" for the purposes of the Scheme.

The Contractor's agreement to be subject to the operation of the Scheme pursuant to this clause will survive the performance, expiration frustration, rescission, novation, assignment or termination of the Contract for any reason for as long as the Department operates the Scheme in its sole discretion.

A.29 MEDIA PUBLICATION

The Contractor must not make or permit any media publication about or in connection with this Contract or the Works without the Principal's prior written approval.

For the avoidance of doubt, this includes providing any information, publication, document or article for media publication that includes details of the Works.

If the Principal approves the media publication, the Contractor must comply with any conditions attached to that approval.

A.30 GST

A.30.1 Definitions

In this clause, the following terms have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**):

- (a) **GST**;
- (b) **Supply**;
- (c) **Taxable supply**; and
- (d) **Tax invoice**.

A.30.2 Application

Unless otherwise indicated, all consideration for any supply made under this Contract is inclusive of any GST imposed on the supply.

If one party (**Supplier**) makes a taxable supply under this Contract to the other party (**Recipient**), on receipt of the Supplier's progress claim annotated as a tax invoice, the Recipient must pay:

- (a) the amount determined by the supplier as the GST; or
- (b) the amount that equals 10% of the supply charge in question.

Neither party may claim any amount from the other for which it may claim an input tax credit.

A party need not make a payment for a taxable supply made under or in connection with this Contract until it receives a correctly rendered tax invoice for the relevant supply.

A.31 ENVIRONMENTAL PROTECTION

The Contractor must:

- (a) take adequate measures to control noise on the Site and comply with the requirements of the *Environmental Protection (Noise) Regulations 1997* (WA), applicable local government requirements and/or Superintendent's directions (if any) relating to noise from construction sites;
- (b) comply with all statutes, regulations and by-laws relating to environmental protection;
- (c) take all steps necessary to prevent soil erosion and the discharge of dust, dirt, water, fumes and the like from any land used or occupied by the Contractor in the execution of the Works under the Contract;
- (d) handle, transport and dispose of asbestos containing materials in accordance with the *Environmental Protection (Controlled Waste) Regulations 2004* (WA);
- (e) handle and dispose of Site refuse (including foodstuffs) in accordance with relevant statutes and to the Superintendent's approval; and
- (f) Ensure all workers and visitors on the Site comply with the policy on smoking.

A.32 RESTRICTIONS ON ACCESS

A.32.1 All Sites

Persons admitted onto Site must be of good character and conduct.

Persons seeking Site access must always be identifiable with their name and employer clearly displayed. This information may be contained on an identification badge or embroidered onto the person's uniform.

A.32.2 COVID-19 Vaccination Requirements

Contractors must comply with any applicable government, Site or community COVID-19 vaccination requirements and be able to provide an approved form of evidence of COVID-19 vaccination where required.

Contractors acknowledge that Sites and remote Aboriginal communities may continue to apply their own vaccination requirements and agree to comply with such requirements when conducting Works at these Sites.

A.32.3 National Police Certificate

Subject to A.32.4, all persons working on the Site are subject to criminal record screening and must hold a National Police Certificate (**NPC**) no more than two years old evidencing previous criminal history (if any).

The Contractor must undertake Site access screening and not permit any employees, subcontractors, suppliers and other persons Site access, unless:

- (a) that person(s) holds a current NPC or SIL; and
- (b) Subject to that person(s) NPC and previous criminal history (if any), the Principal or relevant client agency (where applicable) has approved their access.

The Contractor must inform the Principal's Representative immediately upon becoming aware that any person(s) has an adverse criminal history or are subject to any current charges or court proceedings that may affect their suitability for Site access.

Upon request the Contractor must provide the Principal with copies of police criminal record certificates or security installers' licenses for persons under the control of the Contractor who have entered the Site.

Once the Contractor ceases to maintain a controlled Site, or where the nature of the work makes a controlled Site impractical, all access to the premises will be through the premise reception and the

Contractor must follow all log in and log out procedures in place.

The Contractor must cooperate with the officer in charge of the premises to maintain effective access control to the premises throughout the term of this Contract.

A.32.4 Licensed Security Installers

Persons who carry out work as security installers under section 14 of the *Security and Related Activities (Control) Act 1996* must hold a valid security installer license (**SIL**) in accordance with this Act and its regulation.

A valid **SIL** shall be accepted in lieu of the NPC required in A.32.3.

A.33 WORKPLACE HEALTH AND SAFETY

A.33.1 Contractor Indemnifies the Principal

The Contractor indemnifies the Principal from and against:

- (a) any loss, damage or injury suffered or incurred by the Principal;
- (b) any claim made against the Principal by reason of the Contractor failing to comply with its obligations under this clause.

A.34 SCHEDULE OF WARRANTIES

The Contractor must:

- (a) obtain all warranties for the Works including all components and items of plant and equipment installed under this Contract; and
- (b) ensure the Principal has the benefit of all warranties obtained.

Table of Contents

1. CONDITIONS OF OFFER	6
1.1. DEFINITIONS AND INTERPRETATION	6
1.1.1. DEFINITIONS	6
1.1.2. INTERPRETATION	7
1.2. REQUEST DOCUMENTS	7
1.3. ENQUIRIES	8
1.4. CODE OF TENDERING	8
1.5. SUBMISSION REQUIREMENTS	8
1.6. REVIEW AND ACCEPTANCE OF OFFERS	9
1.6.1. VALUE FOR MONEY CONSIDERATIONS	9
1.6.2. WESTERN AUSTRALIAN RECOVERY PLAN	10
1.7. KEY DOCUMENTS FOR OFFER SUBMISSION	10
1.8. OTHER DOCUMENTS FOR OFFER SUBMISSION	10
1.9. DOCUMENTS FOR SUBMISSION AFTER CLOSING Time ON PRINCIPAL'S REQUEST	11
1.10. UNINTENTIONAL ERRORS OF FORM	11
1.11. REQUIREMENTS UNDER THE BUILDING SERVICES (REGISTRATION) ACT 2011	11
1.12. GENERAL CONDITIONS OF CONTRACT	12
1.13. REQUEST DOCUMENTS	12
1.14. CONFLICT OF INTEREST	12
1.15. OWNERSHIP OF OFFERS	12
1.16. GOODS AND SERVICES TAX	13
1.16.1. OTHER DEFINITIONS AND IMPACT OF GST REGISTRATION	13
1.17. VISITING THE SITE	13
1.18. BUY LOCAL POLICY	13
1.18.1. GENERALLY	13
1.18.2. POLICY REQUIREMENTS	14
1.18.3. REGIONAL PRICE PREFERENCES	14
1.18.4. DEFINITIONS AND INTERPRETATIONS	15
1.18.5. REGIONAL BUSINESS PREFERENCE	16
1.18.6. REGIONAL CONTENT PREFERENCE	17
1.18.7. SANCTIONS	17
1.18.8. IMPORTED CONTENT IMPOST	17
1.19. ABORIGINAL PARTICIPATION	18
1.19.1. ABORIGINAL BUSINESS AND EMPLOYMENT TENDERING PREFERENCE	18
1.19.2. VERIFICATION OF CLAIMS FOR ABORIGINAL TENDERING PREFERENCES	19
1.20. PHOENIX ENTITIES	19
1.21. BREAKDOWN OF TENDER SUM	20
1.22. REGISTRATION OR LICENSING OF CONTRACTORS	20
1.23. ALTERNATIVE PROPOSALS	20

1.24.	ADDENDA TO REQUEST DOCUMENTS	20
1.25.	NEGOTIATIONS	20
1.26.	ABORIGINAL PROCUREMENT POLICY	21
2.	SPECIFICATION PRELIMINARIES	22
2.1.	GENERAL CONDITIONS OF CONTRACT	22
2.2.	WA GOVERNMENT SPECIAL CONDITIONS OF CONTRACT	22
2.2.1.	DISCLOSURE OF CONTRACT INFORMATION AND DOCUMENTS	22
2.3.	BUY LOCAL POLICY	22
2.3.1.	CONTRACTOR BUY LOCAL POLICY OBLIGATIONS	22
2.3.2.	ENFORCEMENT OF BUY LOCAL POLICY	22
2.3.3.	BUY LOCAL COMPLIANCE REPORTING	23
2.4.	BUILDING AND CONSTRUCTION INDUSTRY TRAINING FUND LEVY	23
2.5.	BUILDING SERVICES LEVY AND BUILDING, DEMOLITION AND OCCUPANCY PERMIT FEES	24
2.6.	ADVERTISEMENTS AND PROMOTIONS	24
2.7.	DESCRIPTION OF THE WORKS	24
2.8.	PUBLICITY	24
2.9.	GOODS AND SERVICES TAX (GST)	24
2.10.	ASSIGNMENT AND SUBCONTRACTING	25
2.11.	BUILDING ACT 2011 (WA)	25
2.11.1.	COMPLIANCE	25
2.11.2.	PERMIT AUTHORITY	26
2.11.3.	INDEMNITY	27
2.12.	MATERIALS AND WORK	27
2.12.1.	WORK HEALTH AND SAFETY COMPLIANCE	27
2.12.2.	TRADE NAMES	28
2.12.3.	MATERIALS	29
2.13.	SCHEDULE OF WARRANTIES	29
2.14.	CERTIFICATE OF PRACTICAL COMPLETION	29
2.15.	CONCLUSIVE EVIDENCE	29

SECTION A PRELIMINARIES

1. CONDITIONS OF OFFER

1.1. DEFINITIONS AND INTERPRETATION

1.1.1. DEFINITIONS

In this Request for Quote:

Addendum	means any addendum issued by the Principal in relation to this Request and which is available at Tenders WA (www.tenders.wa.gov.au).
Contract	means the contract for works between the Principal and the successful Respondent.
Contractor	means the successful Respondent.
Closing Time	means the closing date and time for submission of Offers, as specified on the Request cover page.
Department	means the Department of Finance.
General Conditions	means the Service Alliance 2012 General Conditions of Contract as amended by the Department of Finance.
Offer	means the Respondent's submission in response to this Request, including documents described as tenders, proposals, bids, offers, quotes, submissions, expressions of interest and applications for use on a multi-use list.
Principal	means the Minister for Works, a body corporate established under the <i>Public Works Act 1902</i> (WA).
Principal's Representative	means the person authorised to act on behalf of the Principal.
Request	means this Request for Quote document, including all parts, attachments, schedules or annexures to it, and any addenda issued by the Principal in respect of it.
Respondent	means any legal entity who submits an Offer.
Site	means the lands and other places to be made available and any other lands and places made available to the Contractor by the Principal for the purpose of the Contract.
Superintendent	means the person appointed by the Principal to be the Superintendent (and in the absence of any appointment shall be the Office of the Superintendent, Buildings and Contracts within the Department).
Superintendent's Representative	means any person notified to the Contractor as the Superintendent's representative for Contract purposes.
Works	means the building works and/or services required under this Request.

1.1.2. INTERPRETATION

In this Request, unless the context requires otherwise:

- (a) a reference to a gender includes other genders;
- (b) a reference to a singular number includes the plural and vice versa;
- (c) section headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority, agency or other entity;
- (e) another grammatical form of a defined word or expression has a corresponding meaning;
- (f) a reference to a clause, paragraph, part, attachment, schedule, appendix or annexure is to a clause, paragraph, part, attachment, schedule, appendix or annexure to this Request;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (h) the meaning of general words is not limited by specific examples introduced by including "for example" or similar expressions and the word "include" is not a word of limitation.

1.2. REQUEST DOCUMENTS

The Request documents (**Request Documents**) include:

BOUND INTO THIS VOLUME

- (A) Eligibility to Quote
- (B) Form of Request – BC SA12
- (C) Breakdown of Tender Sum
- (D) Claim for Regional Business Preference
- (E) Claim for Regional Content Preference
- (F) Imported Content Declaration form
- (G) Claim for Direct Employment Costs of Aboriginal Persons form
- (H) Claim for Aboriginal Persons or Enterprise Engaged as Suppliers or Subcontractors form
- (I) Preliminaries – Conditions of Offer
- (J) Preliminaries – Specification Preliminaries
- (K) Specification
- (L) Drawings and Photographs

SEPARATE DOCUMENTS

- (A) Service Alliance 2012 General Conditions of Contract (as amended by the Department)
- (B) Regional Contractor Service Delivery Procedures (as amended by the Department)

- (C) Addenda and any other special correspondence issued by the Principal to Respondents

REFERENCE DOCUMENTS

- (A) Australian Standard Code of Tendering AS 4120 - 1994.

1.3. ENQUIRIES

Respondents' questions about and clarification of the Request and Request Document requirements must be made in writing by email and prior to the Closing Time to:

Project Manager	Lance Haydock
Contact number	9194 9721
Email	lance.haydock@finance.wa.gov.au

1.4. CODE OF TENDERING

In consideration of being permitted to submit an Offer, the Respondent undertakes as a fundamental condition to act in accordance with the Australian Standard Code of Tendering AS 4120 – 1994 (**Code of Tendering**). The Principal may require the Respondent to make the attestation prescribed in the relevant clause within the Code of Tendering that deals with malpractice.

1.5. SUBMISSION REQUIREMENTS

1.5.1. CLOSING TIME

Offers **must** be lodged electronically via Tenders WA before the Closing Time on the advertised date.

Offers submitted after the Closing Time will not be accepted.

1.5.2. REQUIREMENT TO USE TENDERS WA

Offers in response to this Request must be submitted electronically by uploading to the Tenders WA electronic tender box and in accordance with the Submission Requirements set out in this clause.

Offers lodged by any other means (hand, facsimile or email) will not be considered.

TENDERS WA

Tenders WA is the online tendering system for the WA Government at <http://www.tenders.wa.gov.au>. Tenders WA allows Respondents to download Request documentation and upload their Offer.

Respondents must be registered with Tenders WA to submit an Offer electronically. Respondents are encouraged to register with Tenders WA well before the Closing Time and refer to Tenders WA online assistance available on the website.

Offers loaded to the incorrect Request number in Tenders WA constitute an incorrect lodgment and will not be accepted.

1.5.3. MINIMUM CONTENT AND FORMAT REQUIREMENTS

Respondents must lodge their Offer in accordance with this clause including the following Minimum Content and Format Requirements:

(a) **Offers** must be:

- (i) submitted in full via the Tenders WA website before Closing Time;
- (ii) complete, signed, legible and include all necessary information, schedules, etc. essential for establishing a bona fide Offer capable of meaningful comparison

with other Offers; and

(iii) not exceed 100 megabytes in size.

(b) **File name(s)** need to:

(i) incorporate the Respondent's name;

(ii) reflect the parts of the Offer they represent, where the Offer comprises multiple files;

(iii) not contain any of the following characters: \ / : * ? " < > | ; and

(iv) not exceed 100 characters.

(c) **Offers** must include:

(i) the Key Documents required, including Form of Request BC SA12 (see clause 1.7); and

(ii) the Other Documents required (see clause 1.8).

All electronic Offer submissions must be in one or more of the following file formats:

.doc*	.pub*	.pdf#	.txt	.rtf	.ppt	.xls*
-------	-------	-------	------	------	------	-------

* Microsoft Compatible

Adobe Compatible

NB: Zipped Files Acceptable

1.6. REVIEW AND ACCEPTANCE OF OFFERS

1.6.1. VALUE FOR MONEY CONSIDERATIONS

The Principal is not bound to accept the lowest priced Offer (or any) and may reject without liability any or all Offers submitted.

The Principal will award the Contract (if any) to the Respondent whose Offer is assessed as meeting the requirements outlined in the Request Documents and offers the best value for money outcome for the State Government. In determining best value for money, the Principal will consider:

(a) offered price, including adjustment for any price preferences applicable;

(b) submitted programme of works;

(c) the Respondent's past performance including:

(i) compliance with applicable code(s) of practice for the building and construction industry;

(ii) payment of subcontractors, suppliers and/or workers;

(iii) quality, time and cost under previous contracts; and/or

(iv) any contractor performance reports or any infractions or demerits allocated to the Respondent, as outlined in the Department's Supplier Performance Framework which can be accessed on the WA.gov.au website here: <https://www.wa.gov.au/government/multi-step-guides/supplying-works-related-services/supplier-performance-management-government-non-residential-building-projects>

(d) current workload and technical resources;

(e) the Respondent's financial capability;

(f) whole of life costs including likely maintenance, disposal, replacement and repair costs associated with goods, materials, subcontractors and suppliers proposed by

the Respondent;

- (g) the Respondent's responses to any qualitative criteria included in the Request including the Form of Request;
- (h) compliance with the State Government's social, economic and environmental policies and priorities, including those referenced in the Western Australian Social Procurement Framework (available from <https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework>);
- (i) compliance with applicable local, state and federal government requirements;
- (j) the Department of Finance's obligations under the State Government's Aboriginal Procurement Policy; and
- (k) compliance with the requirements of the Request Documents.

If, in the Principal's opinion, a Respondent fails to meet, or is otherwise deficient in respect of, any one or more of the above criteria, the Respondent may be excluded from further consideration.

1.6.2. WESTERN AUSTRALIAN RECOVERY PLAN

The State Government's \$5.5 billion Western Australia (WA) Recovery Plan is the recovery vision to get Western Australia back on the road to becoming a thriving and innovative community in which to live, work, visit and do business. Central to the plan is restoring business and consumer confidence, getting people back into work and rebuilding the economy.

A key objective of the WA Recovery Plan is to create more jobs and open up training opportunities, which will drive increased economic activity and continue to bring back hope, prosperity and wellbeing to Western Australians.

The Department of Finance (on behalf of the Minister for Works as Principal), is a key government agency responsible for supporting the WA Recovery Plan through delivering a significant portion of the infrastructure stimulus program.

In addition to those value-for-money considerations outlined in clause 1.6.1 above, when assessing value-for-money during this Request process, the Principal reserves the right to assess Offers against the objectives of the WA Recovery Plan (including for the avoidance of doubt, the extent to which any Offer will strengthen and diversify the economy).

To maximise the spread of the benefits arising out of the WA Recovery Plan and minimise project delivery risks, the Department may consider distributing the award of contracts across multiple contractors. In doing so, the Department may take into account the volume of any contracts it has awarded to each respective contractor and therefore the contractor's capacity to meet with the objectives of the WA Recovery Plan.

1.7. KEY DOCUMENTS FOR OFFER SUBMISSION

Respondents must provide the Key Documents (**Key Documents**) as part of their Offer including:

- (a) Form of Request – BC SA12, duly completed signed and dated.

Offers that do not include the Key Documents required under this clause may not be considered.

1.8. OTHER DOCUMENTS FOR OFFER SUBMISSION

Respondents should provide the Other Documents (**Other Documents**) as part of their Offer including (if applicable):

- (a) acknowledgement of addenda to Request Documents (see clause 1.24 (Addenda to Request Documents));
- (b) the Claim for Direct Employment Costs of Aboriginal Persons form;
- (c) the Claim for Aboriginal Persons or Enterprises Engaged as Suppliers or Subcontractors form;
- (d) the Claim for Regional Business Preference form;
- (e) the Claim for Regional Content Preference form; and
- (f) the completed Breakdown of Tender Sum form;

If an Offer includes the Key Documents required (see clause 1.7 above) but does not include the Other Documents required under this clause, the Principal may, in its absolute discretion, consider the Offer absent the Other Documents required or may exclude the Offer from further consideration.

1.9. DOCUMENTS FOR SUBMISSION AFTER CLOSING TIME ON PRINCIPAL'S REQUEST

Respondents must provide the Principal within two days of the Principal's request:

- (a) A detailed Tender Sum breakdown substantially in the same format as the 'Breakdown of Tender Sum' form included in the specification;
- (b) A schedule of technical information, by way of further details, illustrations, catalogues, brochures and the like, as may be necessary to fully describe the Offer;
- (c) The Respondent's financial capability; and
- (d) A submission in relation to the Respondent's past performance, including details of any past performance issues specified at clause entitled Review and Acceptance of Offers.

The Principal reserves the right to request further details relating to any information provided by Respondents. Respondents must provide the Principal with any additional information reasonably requested within two days of notification unless otherwise specified.

The Principal reserves the right to provide any information submitted by Respondents, including financial details provided under this clause, to a third party for the purposes of Offer evaluation.

1.10. UNINTENTIONAL ERRORS OF FORM

An unintentional error of form is an error that the Principal is satisfied:

- (a) represents incomplete information not consistent with the Respondent's intentions and, if relevant, capabilities at the time the Offer was lodged; and
- (b) does not materially affect the competitiveness of the Respondent's Offer.

If the Principal considers there are unintentional errors of form in an Offer, the Principal may request the Respondent to correct or clarify the error but will not permit any material alteration or addition to the Offer. The Principal's decision (if any) to permit a Respondent to correct such an error is exercised solely by the Department's Assistant Director of Commercial Services.

1.11. REQUIREMENTS UNDER THE BUILDING SERVICES (REGISTRATION) ACT 2011

Respondents shall evaluate the work required under the Contract and ensure that they are able to meet the *Building Services (Registration) Act 2011* (WA) requirements

where applicable.

1.12. GENERAL CONDITIONS OF CONTRACT

The General Conditions (as amended by the Department) are available for download from the WA Government website at:

<https://www.wa.gov.au/government/publications/service-alliance-2012-conditions-of-contract>

Respondents must include in their Offer the costs of complying with these General Conditions and any addenda.

1.13. REQUEST DOCUMENTS

The specification was collated by mechanical means. Respondents must check to ensure it includes all pages, numbered consecutively and that all supplements referenced are included.

Supplements referenced in the specification are included at the back of the document and should be read with the section they refer to.

1.14. CONFLICT OF INTEREST

Respondents must notify the Principal promptly upon becoming aware of any actual or potential conflict of interest arising before completion of the Request process that is not fully disclosed in its Offer. A conflict of interest may exist if:

- (a) the Respondent or any of its personnel have a relationship (whether professional, commercial or personal) with any Department personnel; or
- (b) the Respondent has a relationship with, and obligations to, an organisation which would affect the performance of the Works or would bring disrepute to or embarrass to the Department/Principal; or
- (c) the Respondent or any of its personnel have a relationship or association which could affect site security.

If a Respondent has or may have an actual or potential conflict of interest, the Principal may at its discretion:

- (a) enter into discussions to seek to resolve the conflict of interest;
- (b) impose conditions on the Respondent for management of the conflict of interest; or
- (c) take any other action it considers appropriate.

If the Respondent is unwilling or unable to enter into discussions, comply with conditions imposed or otherwise resolve the actual or potential conflict of interest in accordance with this clause and to the Principal's reasonable satisfaction, the Principal may exclude the Offer from further consideration (including terminating any contract negotiations).

1.15. OWNERSHIP OF OFFERS

Respondents acknowledge and agree that ownership of their Offers including all documents, materials, articles and information submitted as part of the Offers or in support of them vests upon submission in the Crown in right of the State of Western Australia. Offers will not be returned to Respondents at the conclusion of the quotation process.

However, Respondents retain ownership of any copyright and other intellectual property rights contained in their Offer, unless otherwise provided in the Contract.

1.16. GOODS AND SERVICES TAX

Respondents are deemed to be registered for goods and services tax (**GST**) under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) and have an Australian Business Number.

Where the Request requirement or any part of it is a taxable supply under the GST Act, the price, fee or rates offered by the Respondent must be GST inclusive at the applicable rate.

In evaluating Offers, the Department (and the Principal) may consider the effect of GST upon each Offer.

1.16.1. OTHER DEFINITIONS AND IMPACT OF GST REGISTRATION

(a) TENDER SUM

The Tender Sum is deemed to be GST inclusive.

The Tender Sum is the value that the Offer is accepted on.

(b) VALUE OF WORK

The Value of Work, if referenced under the Contract, is deemed to be ten elevenths of the Tender Sum.

1.17. VISITING THE SITE

Respondents that wish to visit the Site to familiarise themselves with its conditions for undertaking the Works must comply with any Site access requirements specified in the Request Documents.

A non-mandatory tender briefing and/or site inspection, will be held on **9th of June 2025** at **Broome Primary School** commencing at **9:30am**. Attendees are to meet at **Broome Primary School Administration Block**. Respondent attendance is optional.

The tender briefing will provide Respondents the opportunity to clarify any enquiries they have in relation to the Request in person prior to the Closing Time.

To confirm attendance at this briefing, you must contact **Lance Haydock** by the **Close of Business 6th of June 2025**.

When visiting the school, Respondents and their representatives must report to the school administration building. The school principal will determine whether to grant access in accordance with the access requirements covered by clause A.32 of the General Conditions of Contract.

1.18. BUY LOCAL POLICY

1.18.1. GENERALLY

The State Government's Western Australian Buy Local Policy 2022 (**Buy Local Policy**) applies to this Request and any Contract that results.

The Buy Local Policy provides Regional Price Preferences to local Western Australian businesses when they compete for regionally based Government contracts and applies an Imported Content Impost on imported items.

Respondents are encouraged to obtain a copy of the Buy Local Policy available for download from <https://www.wa.gov.au/government/document-collections/western-australian-buy-local-policy-2022>.

The Department of Jobs, Tourism, Science and Innovation (**JTSI**) is the policy owner and administrator.

JTSI's contact details are:

Phone: (08) 6277 2999

Email: industrylink@jtsi.wa.gov.au

Respondents should direct any Buy Local Policy enquiries to JTSI using their contact details above.

Policy Intent

The Buy Local Policy is a commitment to:

- (a) Supporting SMEs in WA by ensuring opportunity to supply to agencies;
- (b) Requiring procurement decisions to be based on value for money considerations;
- (c) Linking agency procurement to relevant government economic and social policies;
- (d) Buying close to home to support improved government services and enhanced service access particularly in regional WA;
- (e) Providing increased opportunities for regional businesses to bid competitively for agency contracts;
- (f) Fostering competition by giving full, fair and reasonable opportunity to WA based businesses; and
- (g) Maintaining and increasing employment and workforce skills in WA.

The '**buy close to home**' principle applies to all Requests for regional work. State Government agencies are guided by the 'buy close to home' principle that prioritises businesses or industries located within the regional location where the contract is to be delivered.

1.18.2.POLICY REQUIREMENTS

Respondents must:

- (a) comply with the Buy Local Policy requirements set out in this clause; and
- (b) if awarded the contract, comply with the Buy Local Policy and any policy undertakings given for which it obtained a regional price preference.

Respondents must submit with their Offer:

- (a) claims for Regional Price Preferences (where applicable); and
- (b) Imported Content Declaration.

1.18.3.REGIONAL PRICE PREFERENCES**Overview**

There are two types of Regional Price preferences:

- (a) **Regional Business Preference** – where eligible businesses that submit an Offer for contracts within a prescribed distance can receive a regional price preference; and
- (b) **Regional Content Preference** – where eligible businesses can claim the cost of services or supplies provided by regional businesses located within a prescribed distance.

However, the Australia and New Zealand Government Procurement Agreement (**ANZGPA**) may impact when Regional Price Preferences can be applied:

- (a) **Regional Price Preferences cannot be applied** where an Offer is received from a Respondent located in another Australian State or Territory or New Zealand (**ANZ**) and it is being considered in the final analysis.
- (b) **Regional Price Preferences can be applied** where an ANZ Offer is received but is not being considered in the final analysis.

The Principal retains complete discretion to determine the Offers to be considered in the 'final analysis' for Buy Local Policy purposes.

Offer evaluations

For Offer evaluation purposes, Regional Price Preferences apply to the Tender price component only. The Department will adjust the Tender Sum (GST inclusive) during Offer evaluation to account for any claimed Regional Price Preference. However, Offers must represent value for money and meet all Conditions of Offer outlined in these Preliminaries.

The Principal reserves the right during Offer evaluation to request the Respondent provide documentary evidence to the Principal's reasonable satisfaction to verify the validity of any claim for Regional Price Preference. Where the Respondent is unable to provide satisfactory evidence to verify its claimed preference(s), the Principal may consider that preference(s) to be invalid and not applied to the Offer.

Regional Zones and Prescribed Distance

The Buy Local Policy defines the regional zones and the prescribed distance of each zone in accordance with the *Regional Development Commissions Act 1993* (WA).

The prescribed distance:

- (a) is the maximum allowable radius from the contract point of delivery (i.e. the Works location) that enables a Respondent to claim an eligible Regional Price Preference (Regional Business and/or Regional Content Preference); and
- (b) varies according to the regional Zone 3 that the contract point of delivery is located in (i.e. the Works location).

For the purpose of determining Regional Price Preferences:

- (a) The **contract delivery point** for this contract is in: **Zone 3**
- (b) The **prescribed distance** for this contract is: **400 KM** radius

Enquiries regarding a town not nominated here should be directed to the nominated contact person in the specification.

1.18.4.DEFINITIONS AND INTERPRETATIONS

For the purposes of Buy Local Policy preferences in this Request and any Contract that may result, the following definitions and interpretation apply unless the context requires otherwise:

PERMANENT OPERATIONAL OFFICE

A permanent operational office may be the Respondent's bona fide principal place of business or bona fide branch office of the Respondent's principal place of business.

The Department may request a Respondent demonstrate the bona fides of their office. In doing so the Department may, and without limiting itself to the following, take into consideration whether the office:

- (a) Is a permanent fixed establishment (not a post office box or temporary facility such as a site office or caravan);
- (b) Has been operational in the zone, as defined by the Buy Local Policy, and active in the local building and construction industry for a period of not less than (six) 6 months prior to Offers being sought;
- (c) Will continue to remain operational and active in the local building and construction industry after the completion of the Contract;
- (d) Is resourced by a person(s) that resides within the region, who is a permanent employee(s) of the Respondent (not contract staff) and who has relevant building and construction qualifications and experience; and
- (e) Is marketed by the legal entity by way of corporate publications (websites,

letterheads, telephone directory listings, etc.)

OFFER FROM THE PERMANENT OPERATIONAL OFFICE

The Respondent must submit its Offer from the permanent operational office that it intends to manage the Contract from to be eligible for the Regional Business Preference. The Respondent must identify the permanent operational office and confirm the Offer is being submitted from that office on its submitted Form of Request.

MANAGE THE CONTRACT FROM THE PERMANENT OPERATIONAL OFFICE

When considering whether the Contract will be managed from the Respondent's permanent operational office that is within the prescribed distance, the Department of Finance may request that the Respondent demonstrate that the permanent employee(s) located in that permanent operational office will be actively involved in the day to day technical performance of the works under the Contract. This does not prohibit the Respondent from carrying out some of the works under the Contract from another office or by employees from other offices. The Respondent must otherwise be registered and/or licensed as this Request and the law requires as at the date of the Offer to operate within Western Australia including the regional business location in order to perform the work the subject of the Request. The Respondent must submit an Offer from, manage and deliver the majority of the works from the regional business location that it is tendering from.

1.18.5. REGIONAL BUSINESS PREFERENCE

General

In accordance with the Buy Local Policy, eligible Respondents for these Works may claim a Regional Business Preference.

A Regional Business Preference may be afforded to Respondents that submit an Offer and manage the Contract outcomes from a permanent operational office that is located in regional Western Australia and is within the prescribed distance from the work under the Contract.

Consideration of Regional Business Preferences

For evaluation purposes, the Respondent must:

- (a) claim the Regional Business Preference on the Form of Request;
- (b) on or before the Closing Time submit a completed Claim for Regional Business Preference form; and
- (c) provide all other information the Principal may request after the Closing Time.

Eligibility

To be eligible for the Regional Business Preference, the Respondent must meet the following conditions:

- (a) be a regional business located within the prescribed distance of the contract point of delivery;
- (b) maintain a permanent operational office within the prescribed distance;
- (c) have had its office established and its business maintained and conducted from the office for at least the past six months prior to the release of the Request;
- (d) be resourced by at least one person who permanently resides in the region;
- (e) be registered and/or licensed as the Request and the law requires as at the date of the Offer to operate within Western Australia including the regional business location and perform the work the subject of the Request;
- (f) submit an Offer from, manage and deliver majority of the works from the regional business location the Respondent is offering from.

The Available Preference

For evaluation purposes only, the Regional Business Preference is available when comparing bids received from regional businesses located within the prescribed distance, with bids received from Western Australian businesses located outside the prescribed distance, including the Perth region. When available, the Tender Sum from eligible regional businesses located within the prescribed distance will be reduced by 5% of the Tender Sum, up to a maximum preference of \$250,000.

1.18.6. REGIONAL CONTENT PREFERENCE

General

In accordance with the Buy Local Policy, Respondents for these Works may claim a Regional Content Preference for eligible costs for goods, materials or services provided by regional businesses located within the prescribed distance and eligible internal business costs associated with contract delivery (**regional content**).

Eligible costs have been varied for the establishment of temporary accommodation acquired from within the prescribed distance where the point of delivery is in remote WA.

A Respondent may claim a Regional Content preference irrespective of its eligibility for a Regional Business Preference.

Consideration of Regional Content Preferences

For evaluation purposes, the Respondent must:

- (a) submit its Offer from a permanent operational office located in Western Australia;
- (b) claim the Regional Content Preference on the Form of Request;
- (c) on or before the Closing Time submit a completed Claim for Regional Content Preference form; and
- (d) provide all other information the Principal may request after the Closing Time.

The Available Preference

The Regional Content Preference is to be applied at the rate of 5% of the total value (GST inclusive) of claimed regional content, up to a maximum preference of \$500,000.

1.18.7. SANCTIONS

A Respondent may be awarded a contract based on a Regional Price Preference under the Buy Local Policy. If the appointed Contractor, in carrying out the Contract, unjustifiably fails to deliver on any undertaking given in a granted Regional Price Preference, the Principal:

- (a) will report the failure to JTSI; and
- (b) may, in addition to any other remedies available to it, exercise any one or more of its discretionary rights specified in clause 2.3.2. (Enforcement of Buy Local Policy) of the Specification Preliminaries.

1.18.8. IMPORTED CONTENT IMPOST

Offers that include goods, services or items that are imported into Australia from another country (**Imported Content**) (excluding New Zealand and applicable Free Trade Agreement (**FTA**) countries) for use in the Works will have a 20 percent (%) price impost applied (**Imported Content Impost**). Imported Content does not include items purchased from ANZ suppliers that have or may have been imported.

The Imported Content Impost is calculated on the value of the Imported Content and added to the Tender Sum (GST inclusive) for comparative assessment of Offers.

Respondents that include Imported Content in their Offers must provide details of the Imported Content in the Imported Content Declaration form included in the Request

Documents. Offers found to include an incomplete or inaccurate Imported Content Declaration form may not be considered.

Successful Respondents found to be using Imported Content in the Works from other countries (excluding New Zealand or applicable FTA countries) not declared at the time of Offer, may have tendering sanctions imposed in addition to any contractual remedies available.

Refer to the Buy Local Policy for further guidance.

1.19. ABORIGINAL PARTICIPATION

1.19.1. ABORIGINAL BUSINESS AND EMPLOYMENT TENDERING PREFERENCE

General

The Department of Finance supports Aboriginal participation by offering an Aboriginal Business & Employment Tendering Preference (**Aboriginal Tendering Preference**). The Aboriginal Tendering Preference applies to this Request to the extent specified here.

Definitions

In this clause, the following definitions apply unless the context requires otherwise:

- (a) **Aboriginal Person** means a person who is of Aboriginal descent who identifies as such and is accepted as such by the community in which he or she lives or has lived.
- (b) **Aboriginal Business (or Businesses)** means a business registered on the Aboriginal Business Directory WA (**ABDWA**) at <http://www.abdwa.com.au> and/or Supply Nation at <http://supplynation.org.au>.
- (c) **Aboriginal Employer** is any legal entity that employs any Aboriginal Person, including an apprentice or trainee.
- (d) **Joint Venture with Aboriginal Participation** means a joint venture registered with Supply Nation or the ABDWA, formed through the incorporation of an Aboriginal business and a non-Aboriginal business and at least 50% equity owned by Aboriginal person(s).

Eligibility

Any Respondent that is an Aboriginal Business, Aboriginal Employer, Joint Venture with Aboriginal Participation, or an Aboriginal Person, may be eligible for the Aboriginal Tendering Preference.

For evaluation purposes, Aboriginal Businesses or Joint Ventures with Aboriginal Participation (including subcontractors and suppliers) must be registered at the time of Offer with the ABDWA (<http://www.abdwa.com.au>) or Supply Nation (<http://supplynation.org.au>) to be eligible for the preference.

Refer to <http://www.abdwa.com.au> and <http://supplynation.org.au> for a complete list of registered Aboriginal Businesses.

The Available Preference

The Respondent's Tender Sum (GST inclusive) may be subject to a preference, calculated at a rate of 10% of the total value of the preference amount, up to a maximum of \$250,000.

The **preference amount** is determined as follows:

- (a) The Tender Sum if the Respondent is an Aboriginal Person, an Aboriginal Business or a Joint Venture with Aboriginal Participation; or
- (b) The Tender Sum portion attributable to Aboriginal Persons or Aboriginal Businesses that are subcontractors or suppliers engaged for the Works under the Contract; or
- (c) The Tender Sum portion attributable to the direct employment costs of Aboriginal

Persons engaged for the Works under the Contract, by either the Respondent or its subcontractors or suppliers. It is not a requirement that Aboriginal Persons be employed at the Closing Time or award of the Contract; or

- (d) Any combination of the above.

Consideration of Aboriginal Tendering Preferences

For evaluation purposes, the Respondent must:

- (a) claim the preference on the Form of Request; and
- (b) on or before the Closing Time submit:
 - (i) A completed Aboriginal Claim Suppliers or Subcontractors form (for Aboriginal Persons or Businesses Engaged as Suppliers or Subcontractors); and, where appropriate
 - (ii) A completed Aboriginal Claim Direct Employment form (for direct employment costs of Aboriginal Persons).

However, the Aboriginal Tendering Preference is subject to ANZGPA provisions (and applicable FTAs). In accordance with the ANZGPA provisions:

- (a) the **Aboriginal Tendering Preference cannot be applied** where an Offer is received from a Respondent located in another Australian State or Territory or New Zealand (**ANZ**) and it is being considered in the final analysis.
- (b) the **Aboriginal Tendering Preference can be applied** where an ANZ Offer is received but is not being considered in the final analysis.

1.19.2. VERIFICATION OF CLAIMS FOR ABORIGINAL TENDERING PREFERENCES

The Principal reserves the right during the evaluation of Offers to request the Respondent provide documentary evidence to the Principal's satisfaction to verify the validity of any claim for an Aboriginal Tendering Preference. Where the Respondent is unable to provide evidence to the Principal's satisfaction to verify its claimed preference, the Principal may consider that preference to be invalid and not applied to the Offer.

1.20. PHOENIX ENTITIES

Department of Finance (Finance) is committed to working with suppliers that are not only financially sound and solvent, but who also respect the principle of security of payment to all suppliers in the supply chain. To this end, Finance is averse to dealing with suppliers (and their directors and key personnel) that have experienced an insolvency or bankruptcy event and have subsequently not paid their subcontractors or suppliers. This approach also extends to phoenix companies.

A phoenix company is a company that has been registered to take over an insolvent business or company. The new company rises from the ashes of the insolvent company usually with the same (or related) directors, shareholders, assets and employees. Phoenix companies engage in legal (innocent activity) or illegal (fraudulent activity).

- (a) innocent activity – business failure is not an offence, it is normal for businesses to fail as it is a normal part of our market economy. Innocent phoenix activity occurs when the director has responsibly managed a company that fails and has complied with their legal obligations and acted in the best interest of the company and its creditors.
- (b) fraudulent activity – occurs when a new company is created to continue the business of an existing company that has been deliberately liquidated to avoid paying outstanding debts and the director transfers assets to the new company without paying market value.

Phoenixing provides an unfair advantage over its competitors. If a supplier is not paying its tax or creditors, then its cost base is lowered to such an extent that a competitor

cannot match its pricing.

Whatever the reasons for an insolvency or bankruptcy, it hurts subcontractors, creditors and employees alike as they are usually left unpaid and out of pocket.

1.21. BREAKDOWN OF TENDER SUM

The breakdown of Tender Sum shall be used during the Contract period for the valuation of progress payments under clause A.17 and variations under clause A.15 of the General Conditions.

1.22. REGISTRATION OR LICENSING OF CONTRACTORS

Where an Act or ordinance of the State of Western Australia requires that a Contractor (as defined by the Act or ordinance) be registered or licensed to carry out the work described in the Request Documents, the Respondent shall state on the Form of Request in the space provided, its registration or licence number.

The Offer may not be considered if the Respondent fails to provide such registration or licence number.

1.23. ALTERNATIVE PROPOSALS

The Principal may consider an alternative (approach, solution or materials) to those specified. Any Respondents submitting alternative proposals must also submit a separate conforming Offer that complies with the Request Documents.

For an Alternative Proposal to be considered, Respondents must ensure it:

- (a) fully addresses the Request requirements and is fully costed;
- (b) is submitted on a separate Form of Request – BC SA12, duly completed, signed, dated and marked “Alternative Proposal”;
- (c) is submitted in accordance with clause 1.5 (Submission Requirements); and
- (d) clearly outlines the proposed departure(s) from that specified and demonstrates that the proposed alternative (approach, solution or materials) is more beneficial to the Principal than that specified in this Request.

Failure to provide this information may result in the Principal not considering the alternative proposal.

1.24. ADDENDA TO REQUEST DOCUMENTS

The Principal may vary, supplement or clarify this Request prior to the Closing Time, by issuing notices and other information as addenda on Tenders WA. Each addendum forms part of this Request upon issue.

Respondents are required to acknowledge in its Offer receipt of each addendum to the Request Documents issued by the Principal and received by the Respondent during the period prior to the Closing Time.

1.25. NEGOTIATIONS

- (a) The Principal may in its sole and absolute discretion:
 - (i) decline all Offers and end the Request process; or
 - (ii) commence negotiations with the Respondent identified by the Principal as being the most preferred Respondent following the evaluation of the Offers received.
- (b) Where the situation dictates, the Principal may commence negotiations with more than one Respondent at the same time but in doing so the Principal undertakes

not to trade off one Respondent's prices against another.

- (c) Where more than one Respondent is subject to negotiations and it becomes apparent that new or revised information is required from remaining Respondents, a common deadline for providing that information will be set by the Principal and all remaining Respondents must submit that additional information by the time and date specified.

1.26. ABORIGINAL PROCUREMENT POLICY

The State Government's Aboriginal Procurement Policy (**APP**) sets targets for the number of government contracts awarded to registered Aboriginal businesses and seeks to develop entrepreneurship and business opportunities for the Aboriginal community.

The APP applies to government contracts awarded from 1 August 2018. Under the APP, government agencies are required to award four percent of their contracts to registered Aboriginal businesses by the end of June 2024. The targets apply to all contracts for goods, services, community services and works. With respect to works contracts awarded by the Minister for Works, the responsible agency is the agency that provides majority funding.

Targets will apply as set out below:

- (a) 2021/2022 financial year – 3 per cent of the number of awarded contracts;
- (b) 2022/2023 financial year – 3.5 per cent of the number of awarded contracts;
- (c) 2023/2024 financial year – 4 per cent of the number of awarded contracts;

Respondents accept that the agencies' obligations under the APP and compliance with the APP will be a factor taken into account in the assessment of Offers and may affect the Principal's decision on who to award a contract to pursuant to this Request, subject to existing legislation, policies and internal obligations.

SECTION A PRELIMINARIES

2. SPECIFICATION PRELIMINARIES

2.1. GENERAL CONDITIONS OF CONTRACT

The General Conditions governing the Contract are the Service Alliance 2012 General Conditions of Contract (as amended) issued by the Department.

2.2. WA GOVERNMENT SPECIAL CONDITIONS OF CONTRACT

2.2.1. DISCLOSURE OF CONTRACT INFORMATION AND DOCUMENTS

PUBLIC DISCLOSURE OF CONTRACT DETAILS

The Contract Award information for all contracts over \$50,000 will be made publicly available on the Tenders WA website (www.tenders.wa.gov.au) after the contract is legally established.

DEFINITIONS

Contract Award information includes the successful Respondent's name(s), a general description of the Works, the contract award date and contract value.

2.3. BUY LOCAL POLICY

2.3.1. CONTRACTOR BUY LOCAL POLICY OBLIGATIONS

Where the Contractor claimed a Regional Price Preference (Regional Business Preference and/or a Regional Content Preference) that influenced contract award, the Contractor must comply with the Buy Local Policy, any undertakings given in its Offer and any other applicable government procurement policies as set out in the Request and Contract documents.

The Contractor must use the regional content detailed in its Offer or where agreed by the Principal, alternative regional content to the same value.

If the Contractor is unable to use the agreed regional suppliers or subcontractors detailed in its Offer, the Contractor must:

- (a) Immediately notify the Principal; and
- (b) Where agreed by the Principal in writing, use substitute regional suppliers or subcontractors of comparative qualifications, skills and experience, ensuring the substitute business(es) use eligible regional content.

2.3.2. ENFORCEMENT OF BUY LOCAL POLICY

Where the Contractor fails to comply with its Buy Local (or Aboriginal Tendering Preference) undertakings (in whole or part), the Principal may, in addition to any other contractual or common law remedy available to it, do any one or more of the following:

- (a) recover from the Contractor any Regional Price Preference it received being the whole or any part of the difference between the sum of the Contractor's Offer and the amount of the lowest conforming Offer;
- (b) require the Contractor to use eligible regional content (i.e. goods, materials or services) in accordance with the Buy Local Policy and/or its undertakings;
- (c) exercise a right under clause A.26 of the General Conditions; or
- (d) suspend the Contractor from further contracting opportunities with the Department for a specified time period.

The Principal will, in its absolute discretion, determine if the Contractor has failed to comply with the Buy Local Policy and/or its undertakings set out in its Offer and the

extent of any such failure. In the absence of manifest evidence to the contrary, the Principal's determination will be final and binding on the parties to this Contract.

If the Principal determines the Contractor is non-compliant and exercises its rights under option one (1), the difference between the amount of the Contractor's Offer and the amount of the lowest conforming Offer will be a debt due to the Principal, which the Principal is entitled to deduct from the Contract Sum or any security it holds, or to recover from the Contractor in any court of competent jurisdiction.

2.3.3. BUY LOCAL COMPLIANCE REPORTING

Where the Contractor was granted a Regional Content Preference (or an Aboriginal Tendering Preference through the ABETP), it must submit a *Monthly Compliance Report* (using the Department's Monthly Compliance Report template available on the WA Government website: <https://www.wa.gov.au/government/publications/monthly-compliance-report-template>) and adequate supporting evidence:

- (a) where the Contract Sum is less than \$1,500,000.00 and if requested by the Principal, to the Principal reporting on its compliance with the Buy Local Policy and its commitments, and all regional spend (including but not limited to the spend specified in the Offer).

The report must detail the Contractor's regional content expenditure to the date of the progress payment claim for each item of regional content included in the Contractor's Offer and any regional content not claimed in their submitted Offer.

The Superintendent may direct the Contractor to provide further supporting evidence of cost to demonstrate to the Superintendent's reasonable satisfaction that the Contractor is actually using or has used the regional content outlined in its Offer, or where agreed by the Principal, alternative regional content to the same value.

The Principal may provide the Monthly Compliance Reports to the Department of Jobs, Tourism, Science and Innovation (JTSI), the Buy Local Policy owner and administrator. JTSI may appoint an independent auditor to confirm if the Contractor has met its regional content commitments. The Contractor acknowledges and consents to the Principal's disclosure of its Monthly Compliance Reports to JTSI for Buy Local Policy administration purposes.

2.4. BUILDING AND CONSTRUCTION INDUSTRY TRAINING FUND LEVY

The Contractor is deemed to be the project owner under the *Building and Construction Industry Training Fund and Levy Collection Act 1990* (WA) and must pay all levies required under this Act to the Building and Construction Industry Training Fund (BCITF). The Contractor must not commence work on the Site until it has paid the levy.

The *Building Act 2011* (WA) (**Building Act**) requires a permit issuing authority to be satisfied that the BCITF Levy has been paid prior to issuing a building permit. Within 14 days of the Date of the Letter of Award, the Contractor must provide written evidence of BCITF Levy payment. A failure to provide such evidence may delay the issue of a building permit by the permit issuing authority.

Prior to the Superintendent's Representative issuing a Certificate of Practical Completion, where the costs of the Works increase by an amount greater than \$25,000, then regardless of the General Conditions, the Contractor:

- (a) is not entitled to receive any outstanding progress payments until it provides the Superintendent's Representative with evidence that it has paid any additional BCITF Levy required under the Act; and
- (b) is not entitled to the release of any remaining security or retention money until it provides the Superintendent's Representative with evidence that it has paid any additional BCITF Levy required under the Act. The Contractor can claim as a

variation the payment of any additional BCITF Levy required under this clause. However, the Contractor shall not be entitled to an Extension of Time or margin or profit as a result of the variation.

2.5. BUILDING SERVICES LEVY AND BUILDING, DEMOLITION AND OCCUPANCY PERMIT FEES

The Principal shall be liable to pay the Building Services Levy, together with any applicable building, demolition and occupancy permit fees (as the case may be).

2.6. ADVERTISEMENTS AND PROMOTIONS

The Contractor may erect on site, or permit to be erected on site, only those signs

- (a) Required by law;
- (b) Specified in the Contract documents; and
- (c) Required to identify the Contractor's premises.

The Contractor must not erect on site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

2.7. DESCRIPTION OF THE WORKS

The Works comprise the work as described on the Form of Request and such other work shown on the drawings or included in the specification.

The Site will be occupied during the Contract term. The Contractor shall ensure it causes minimal inconvenience and disturbance to the occupants.

2.8. PUBLICITY

The Contractor must not, without the Principal's prior written approval, issue any information, publication, document or article for publication in any media that includes details of the Works.

2.9. GOODS AND SERVICES TAX (GST)

Definitions

For the purposes of this clause:

- (a) **GST** has the same meaning as in the GST Act.
- (b) **GST Act** means *A New Tax System (Goods and Services) Act 1999* (Cth) and includes where applicable the Regulations and the Commissioner of Taxation's GST Rulings and Determinations and other applicable laws dealing with GST in Western Australia.
- (c) **Supply, taxable supply** and **tax invoice** have the same meanings as in the GST Act.

GST Application

Where the works supplied under the Contract are a taxable supply:

1. The Contract Sum must be GST inclusive at the applicable rate;
2. The Principal's obligation to pay the Contract Sum or any instalment of it, and the Contractor's right to recover the Contract Sum or any instalment of it, is subject to and conditional upon the Contractor's prior issue and the Principal's prior receipt of a correctly rendered tax invoice in respect of the Contract Sum, or relevant instalment of it, in accordance with the GST Act.

3. The Principal will issue an adjustment to the Contractor for any adjustment events as they occur.
4. The Contractor must not issue tax invoices for work under the Contract or any part of it.

This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary but does not apply if the Contractor is not registered for GST and is not required under the GST Act to be registered.

The Contractor must comply with all applicable provisions of the GST Act relating to the works supplied under the Contract.

2.10. ASSIGNMENT AND SUBCONTRACTING

The subcontractors, suppliers or other parties that the Contractor nominated in its Offer and for which the Contractor received a Regional Price preference in the consideration of its Offer under the Buy Local Policy are deemed to be approved subcontractors in accordance with clause A.5 of the General Conditions.

The Contractor will not, without the Principal's prior written approval, substitute a subcontractor deemed to be approved under this clause.

2.11. BUILDING ACT 2011 (WA)

2.11.1.COMPLIANCE

Prior to the Building Act, the Crown was not required to obtain building licences or evidence compliance with the National Construction Code (**NCC**) and related standards for buildings that were owned, occupied by, under management or control of government agencies.

Building Act requirements

Since enactment, the Building Act binds the Crown and Government must demonstrate that its building projects are designed and constructed in accordance with the Act, NCC, relevant standards and subsidiary legislation. Under the Building Act, new buildings and incidental structures must be:

- (a) demolished in accordance with demolition permits;
- (b) constructed in accordance with building permits; and
- (c) occupied in accordance with occupancy permits.

The Principal must apply to a permit authority for building permits, demolition permits, occupancy permits and/or building approval certificates for any building work and demolition work as defined by the Act. The Department acts as a delegated permit authority and can issue permits required under the Building Act for the buildings it procures and manages. The Principal or its agent are responsible for submitting permit applications to the permit issuing authority.

The Contractor must:

- (a) take all reasonable steps and actions to enable the Principal to obtain or vary building, demolition or occupancy permits required for the works under the Contract;
- (b) ensure any building or demolition work is carried out in accordance with building or demolition permit requirements and any applicable permit conditions;
- (c) ensure any building or demolition work is undertaken in accordance with the design documentation or any variations directed under the Contract;
- (d) ensure any building or demolition work carried out complies with any building orders issued by the permit authority;

- (e) ensure where any variations affect compliance with any relevant code or standard, the Contractor assists the Principal and its agents to take all reasonable steps and actions to facilitate the recertification of the work under the Contract;
- (f) ensure all inspections and tests required under the building, demolition or occupancy permit, or otherwise required by the building certifier or building surveyor at any time when certifying the works, are carried out on Site during construction and provide documentation of results in a timely manner to the building certifier or building surveyor and the Principal so as to not prejudice or delay the issuance of a certificate of construction compliance;
- (g) assist the Principal and its agents to properly and duly obtain a certificate of construction compliance to permit the timely application for an occupancy permit or building approval certificate from the permit authority to enable lawful occupancy of the building(s) or any part(s) thereof within the program timeframes required by the Principal and the Contract;
- (h) consider the time periods and limits prescribed under the Act in its construction program;
- (i) provide the permit authority with further information or materials it may reasonably require to support an application or impose conditions on the permit or certificate;
- (j) otherwise comply with the following Acts and any subsidiary legislation made under them:
 - (i) *Building Act 2011 (WA)*;
 - (ii) *Building Services (Complaint Resolution and Administration) Act 2011 (WA)*;
 - (iii) *Building Services (Registration) Act 2011 (WA)*;
 - (iv) *Building Services Levy Act 2011 (WA)*; and
 - (v) *Building and Construction Industry Training Levy Act 2011 (WA)*,
 without limiting the Contractor's general obligations under the Contract.

2.11.2. PERMIT AUTHORITY

The Department manages the Principal's role in the delivery of public works. Specifically, the Department's Customer Teams including:

- (i) Customer Team – Education and Training;
- (ii) Customer Team – General Agencies;
- (iii) Customer Team – Health;
- (iv) Customer Team – Law and Order; and
- (v) Major Projects.

The Minister for Commerce has delegated his powers under s 124(2)(a) and (b) of the Building Act to certain officers within the Department's Buildings and Contracts Operations Directorate (**BC Operations**) who may, pursuant to that delegation, perform the State's functions as a permit authority.

BC Operations specifically manages the Building Act permit authority functions including their performance by delegated officers within the directorate for any building or demolition work forming the whole or any part of the work under the Contract. BC Operations is separate from the Customer Teams.

Even though both are Departmental directorates, their reporting structures and roles as project proponent and permit authority are entirely separate and operate independently from one another. This separation is necessary to give effect to the intentions of the Act and to avoid any actual, potential or perceived conflicts of interest.

The Contractor acknowledges and agrees that:

- (a) the Contractor must always act consistently with and in a way that protects and preserves the independence of the Principal's and permit authority's separate roles and the Building Act's purposes and intent and prevents any actual, potential or perceived conflicts of interest arising between the Principal and permit authority;
- (b) the Contractor must ensure the Principal does not, by virtue of any act or omission of the Contractor, act inconsistently with, be placed in breach of, or commit an offence under the Building Act or subsidiary legislation;
- (c) any delay, damage, loss, liability, claim, expense or cost caused directly or indirectly by the permit authority in performing or failing to perform its functions under the Building Act is not a delay, damage, loss, liability, expense, or cost caused directly or indirectly by the Principal under any circumstances; and
- (d) the Contractor must do all things necessary to ensure that all of its subcontractors, subconsultants, employees, agents, authorises and assignees (if any) treat all delays, damages, losses, liabilities, claims, expenses or costs associated with the Department's functions as a delegated permit issuing authority consistently with this clause.

For the avoidance of doubt, the Contractor is entitled to seek an extension of time under clause A.9 of the General Conditions (but not costs) for a delay caused by the Department in its capacity as a delegated permit issuing authority (as distinct from its capacity as project proponent). The Contractor may otherwise seek an extension of time under clause A.9; or a variation under clause A.15 for justified reasons beyond the Contractor's reasonable control.

2.11.3. INDEMNITY

The Contractor irrevocably indemnifies and agrees to keep indemnified the Principal against any damage, loss, liability, claim, expense, cost, fees, penalty or fine, incurred by the Principal:

- (a) directly or indirectly arising from any failure by the Contractor to comply with this clause and holds the Principal harmless for the same; and
- (b) with respect to any delay in the issuance of an occupancy permit caused by the Contractor in failing to observe any term of this Contract or requirement under the Building Act or subsidiary legislation.

The indemnities given by the Contractor pursuant to this clause are granted for the term of the Contract plus a period of 6 years from the date of the expiry of the Defects Liability Period and survive Contract termination or expiration.

2.12. MATERIALS AND WORK

2.12.1. WORK HEALTH AND SAFETY COMPLIANCE

The Principal is committed to ensuring, so far as is practicable, a working environment for all workers and members of the public that is safe and without risk to health

The Contractor must at all times discharge its responsibilities under all statutory requirements relating to work health and safety, including the *Work Health and Safety Act 2020* (WA) (the "WHS Act") and the *Work Health and Safety (General) Regulations 2022* (WA) (the "WHS Regulations") (as amended from time to time). and mandatory codes of practice or guidelines, ("WHS Law") that are applicable to the work under the Contract including identifying and exercising all necessary precautions for the safety

and health of all persons including—

- (a) the Contractor's employees;
- (b) any subcontractor and their employees;
- (c) the Principal's employees, agents, contractors and subcontractors; and
- (d) any other person,

who may be affected directly or indirectly by or as a result of any work under the Contract.

In this clause **Error! Reference source not found.**, "construction project", "construction work", "principal contractor", "worker" and "workplace" have the same meanings assigned to those terms in the WHS Act and WHS Regs.

For the purpose of the WHS Law — and to the extent the work under the Contract involves construction work or is a construction project:

- (a) the Principal engages the Contractor as the principal contractor and the Contractor accepts its appointment and engagement as the principal contractor and must comply with all obligations and duties of a principal contractor;
- (b) the Principal authorises the Contractor to have management and control of each workplace (including the means of entering and exiting the workplace) at which the works under the Contract are carried out and to discharge the duties of a principal contractor, while the Contractor is performing the work under the Contract; and
- (c) the Contractor acknowledges and agrees that in the event that the appointment and engagement of the Contractor as principal contractor is not valid under the WHS Law, the Contractor must nevertheless perform the function of a principal contractor in accordance with the requirements of the WHS Law.

2.12.2. TRADE NAMES

The Contractor must not substitute a material or equipment item specified with a trade name, brand or catalogue number unless approved in writing by the Principal beforehand. If the Contractor wishes to substitute material or equipment, it must demonstrate to the Principal's satisfaction that the alternative is fit for purpose and the appearance, durability, and performance are not less than the specified item. Substitution requests must detail all impacts on construction, the timeframe and savings to the Principal. The Contractor shall bear the costs of:

- (a) satisfying the Principal that the substituted material or equipment:
 - (i) meets any applicable Australian Standard, the National Construction Code and any applicable building legislative requirement (including planning requirement or development approval); and
 - (ii) is fit for purpose and meets or exceeds the performance requirements of the specified material and equipment, including in respect of the commissioning, durability and maintainability of the substitute material or equipment;
 - (iii) is not incompatible with and will not compromise any other building material or equipment used in the Works; and
 - (iv) is not subject to any special conditions for use; and
- (b) providing to the Principal any sample, product technical statement, technical data, independent test results and assessments, product appraisals or product certification.

The Contractor must satisfy the Principal that the substituted material or equipment:

- (i) is available in the market and will not result in a delay to the critical path of the Works; and

- (ii) will not result in additional cost and, where possible, shall specify a net saving due to the Principal by reason of the substitution.

All evidence provided under this clause must be in the English language.

Approval to substitute material or equipment shall not be anticipated because of a similar approval having been given in a previous contract.

2.12.3. MATERIALS

The Contractor must use the materials specified in the Contract, ensuring they are new, conform to relevant Australian Standards and are used in accordance with the manufacturer's specifications.

The Contractor may substitute the materials specified in the Contract subject to the Superintendent's approval where those materials are not readily available. Substitute materials if required must be of the same or superior quality.

2.13. SCHEDULE OF WARRANTIES

The Contractor must obtain and ensure the Principal will have the benefit of all warranties for the work, materials and equipment used.

2.14. CERTIFICATE OF PRACTICAL COMPLETION

Notwithstanding any Contract provision(s) to the contrary, a Certificate of Practical Completion certifying the Works have been fully completed will not be granted to the Contractor prior to the Superintendent receiving the following items:

- (a) satisfactory evidence that tests and inspections required under the Contract were conducted and passed;
- (b) as constructed drawings (complying with the Department's CADD Manual Requirements) if required by the Principal in writing during the Contract period and, if the Principal otherwise specifies a form or format for those as constructed drawings to be provided in, then the as constructed drawings provided must meet those requirements for the purposes of this clause;
- (c) operating manuals required for the use, operation and maintenance of the Works;
- (d) warranties and guarantees required to be provided pursuant to clause 2.15 (Schedule of Warranties);
- (e) evidence of payment of further BCITF Levy in accordance with clause 2.4 (Building and Construction Industry Training Fund Levy) (if required);
- (f) a certificate of construction compliance (if required); and
- (g) anything which is within or ought to be within the power, possession, custody or control of the Contractor to provide to the Principal, which the Principal is prescribed by the Building Act or regulations to provide to a permit authority to obtain either an occupancy permit or building approval certificate.

Where there is a delay in the provision of a certificate of construction compliance beyond the Contractor's reasonable control, the Contractor shall be entitled to an extension of time in accordance with clause A.9 of the General Conditions.

2.15. CONCLUSIVE EVIDENCE

Any certificates, assessment or direction issued by the Principal, Superintendent or the Superintendent's Representative on behalf of the Superintendent shall be considered as prima facie and conclusive evidence of:

- (a) the amounts due and owing between the parties or any other matter contained in the certificate, assessment or direction as determined by the Principal or

Superintendent; and

- (b) that those amounts or matters were properly determined and made by the Principal or Superintendent;

save for manifest errors of arithmetic only.

DEPARTMENT OF FINANCE – QUOTATION

Responsible Officer contact enquiries: LANCE HAYDOCK.

FINW0135125 BROOME PRIMARY SCHOOL – Column Repairs to Selected Teaching Blocks

Mail: Department of Finance. Phone: 08 9194 9724. mobile 0409 634 258.

Email: lance.haydock@finance.wa.gov.au

Quotations are invited by the Minister for Works, the Principal, for the Works described below, subject to any drawings and specifications attached and the Department of Finance Service Alliance 2012 General Conditions of Contract, a copy of which is available upon the Department of Finance web site, www.finance.wa.gov.au.



Your quotation should reach the Responsible Officer nominated at the top of this form before **2:30PM**, on the **21/05/2025**. and email submissions will be accepted

On behalf of the Minister for Works



Document 1
14/05/2025

Approval Document Forms Part of CDC
Paul Finucane Level 1 Building Surveyor Reg 179

17/04/2025

Date:

Liability limited by a scheme approved under Professional Standards Legislation

FINW0135125 BROOME PRIMARY SCHOOL – Column Repairs to Selected Teaching Blocks

DEPARTMENT OF FINANCE – QUOTATION

DESCRIPTION AND LOCATION OF THE SCOPE WORKS BROOME PRIMARY SCHOOL – Column Repairs to Selected Teaching Blocks



PRE-PRIMARY BLOCK



D BLOCK TEACHING BLOCK



FINW0135 building approvals

PRIMARY SCHOOL – Column Repairs to Selected Teaching Blocks

2

Approval Document Forms Part of CDC

Paul Finucane Level 1 Building Surveyor Reg 179

Liability limited by a scheme approved under Professional Standards Legislation

Document 2
14/05/2025

DEPARTMENT OF FINANCE – QUOTATION



UNDERCOVER BASKETBALL COURT

AS A RESULT OF RETICULATED SURFACE WATER ACCUMULATION AROUND VERANDA COLUMNS SEVERE CORROSION TO COLUMNS AND CYCLONE BRACING STRUCTURES EXTENSIVE REPAIRS ARE REQUIRE AS OUTLINED IN THE TENDER DOCUMENTATION SPECIFICATION, DRAWINGS AND PHOTOGRAPHS.

GENERAL:

1. **TEMPORARY STABILITY:** CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY STABILITY DURING CONSTRUCTION.
2. **EXISTING:** CONTRACTOR TO ENSURE BEFORE COMMENCEMENT OF WORKS THAT EXISTING IS AS DOCUMENTED ON THE STRUCTURAL DRAWINGS. IF DISCREPANCIES EXIST, PI FASE CONTACT DoF.



DEPARTMENT OF FINANCE – QUOTATION

3. PROPPING: CONTRACTOR TO ENSURE THAT THE EXISTING STRUCTURE IS ADEQUATELY PROPPED DURING WORKS SO AS TO MAINTAIN STRUCTURAL INTEGRITY AND STABILITY.

4. DIMENSIONS: CONFIRM ALL DIMENSIONS BY SITE MEASUREMENT PRIOR TO COMMENCING SHOP DRAWINGS AND

FABRICATION.

1. STANDARD: ALL WORK TO BE IN ACCORDANCE WITH AS 4100, AS 4600 AND AS/NZ 5131.

2. BOLTS: ALL BOLTS TO BE HOT DIPPED GALVANISED. ALL BOLTS EXCLUDING HOLDING DOWN AND PURLIN BOLTS TO BE GRADE 8.8/S UNO. HIGH STRENGTH STRUCTURAL BOLTS SHALL BE VERIFIED TO AS/NZS 1252.2. THE DOCUMENTATION REQUIRED BY THE STANDARD, INCLUDING THE 'SUPPLIER DECLARATION OF CONFORMITY' (SDOC) SHALL BE PROVIDED.

3. CORROSION PROTECTION: NEW EXTERNAL COLUMNS. CLASS 2.5 SANDBLAST AND 1 COAT INORGANIC ZINC SILICATE PRIMER TO 75µm PRIOR TO TOP COATS TO MATCH EXISTING. EXISTING COLUMNS IDENTIFIED AS GRADE 3 (REPAINT) TO BE POWER TOOL CLEANED TO St3 TO EXPOSE SOUND STEELWORK AND 1 COAT INORGANIC ZINC SILICATE PRIMER TO 75µm PRIOR TO TOP COATS TO MATCH EXISTING. PAINT ALL STEELWORK BELOW GROUND WITH 2 COATS OF HIGH BUILD EPOXY.

4. SITE WELDING: BY SUITABLY QUALIFIED PERSONNEL. STEELWORK SPECIFIED AS COATED WITH INORGANIC ZINC SILICATE SHALL HAVE DAMAGE MADE GOOD WITH 2 COATS OF A ZINC RICH EPOXY PRIMER.

5. MIN. CONNECTIONS: UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS, CONNECTION DETAILS SHALL BE IN ACCORDANCE WITH THE FOLLOWING MINIMUM REQUIREMENTS:

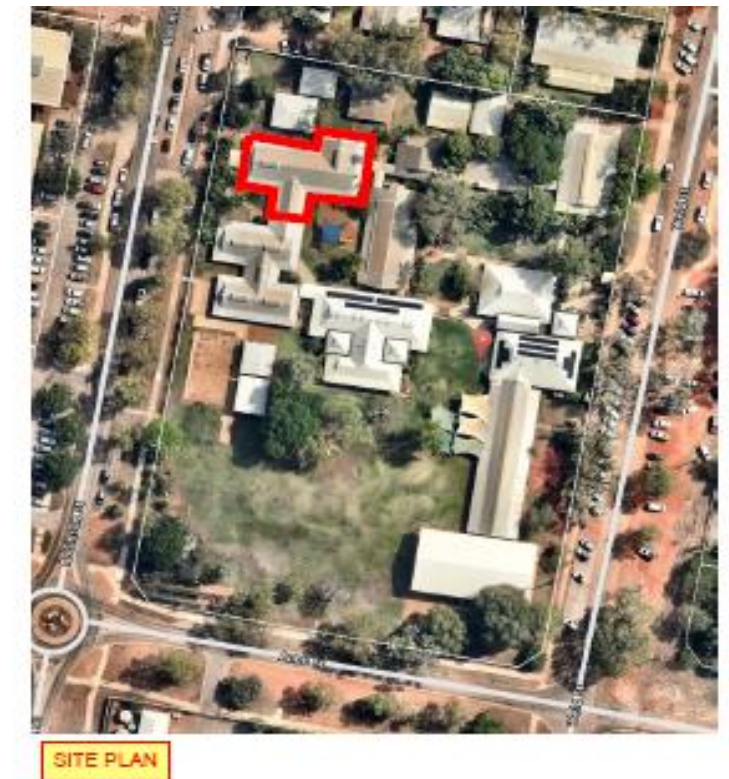
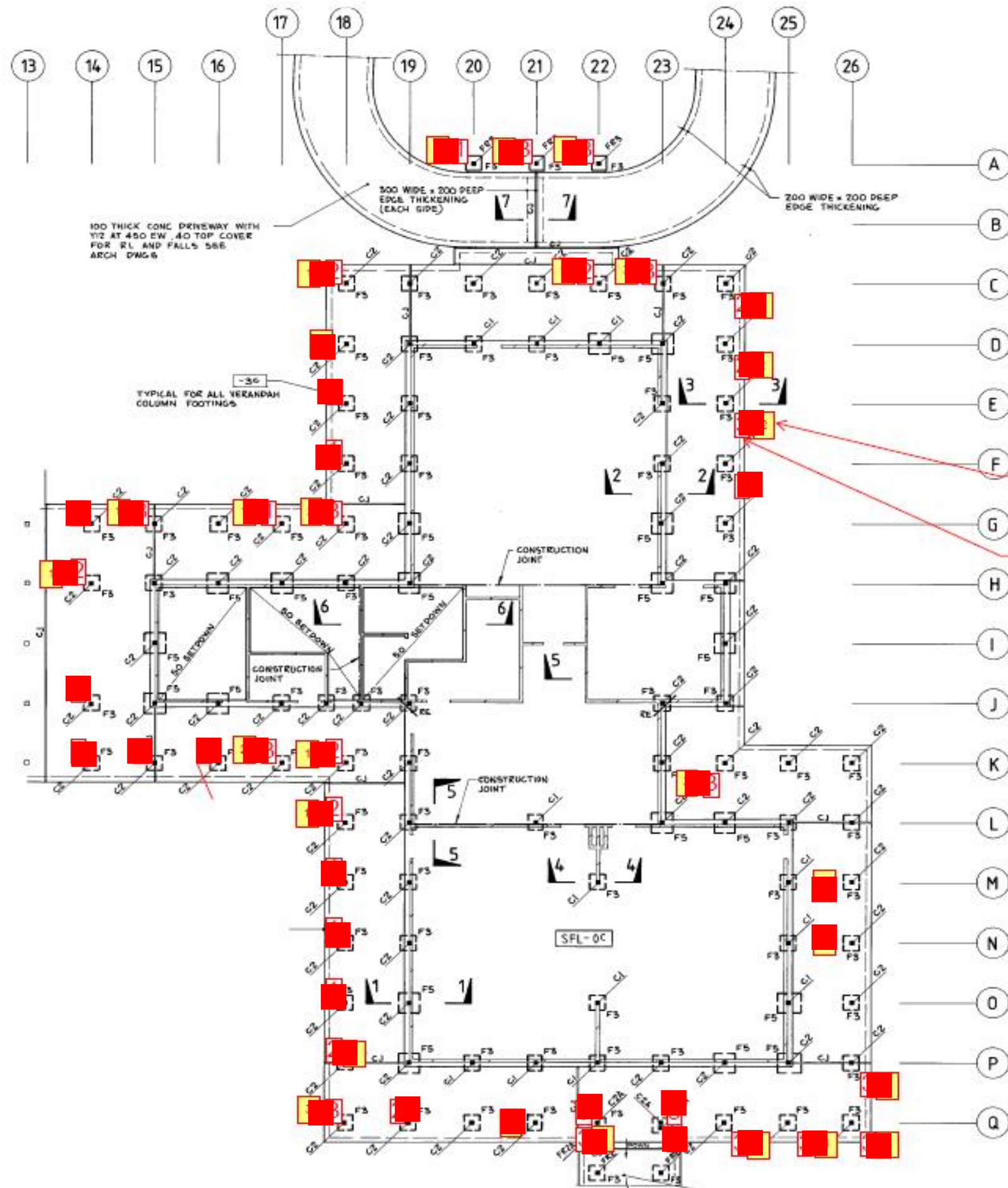
A. ALL WELDS SHALL BE 6MM CONTINUOUS FILLET WELD (CFW) ALL ROUND.

B. ALL STEEL TO STEEL BOLTED CONNECTIONS SHALL BE MINIMUM TWO M16 GRADE 8.8/S.

C. A MINIMUM OF TWO THREADS SHALL EXTEND PAST

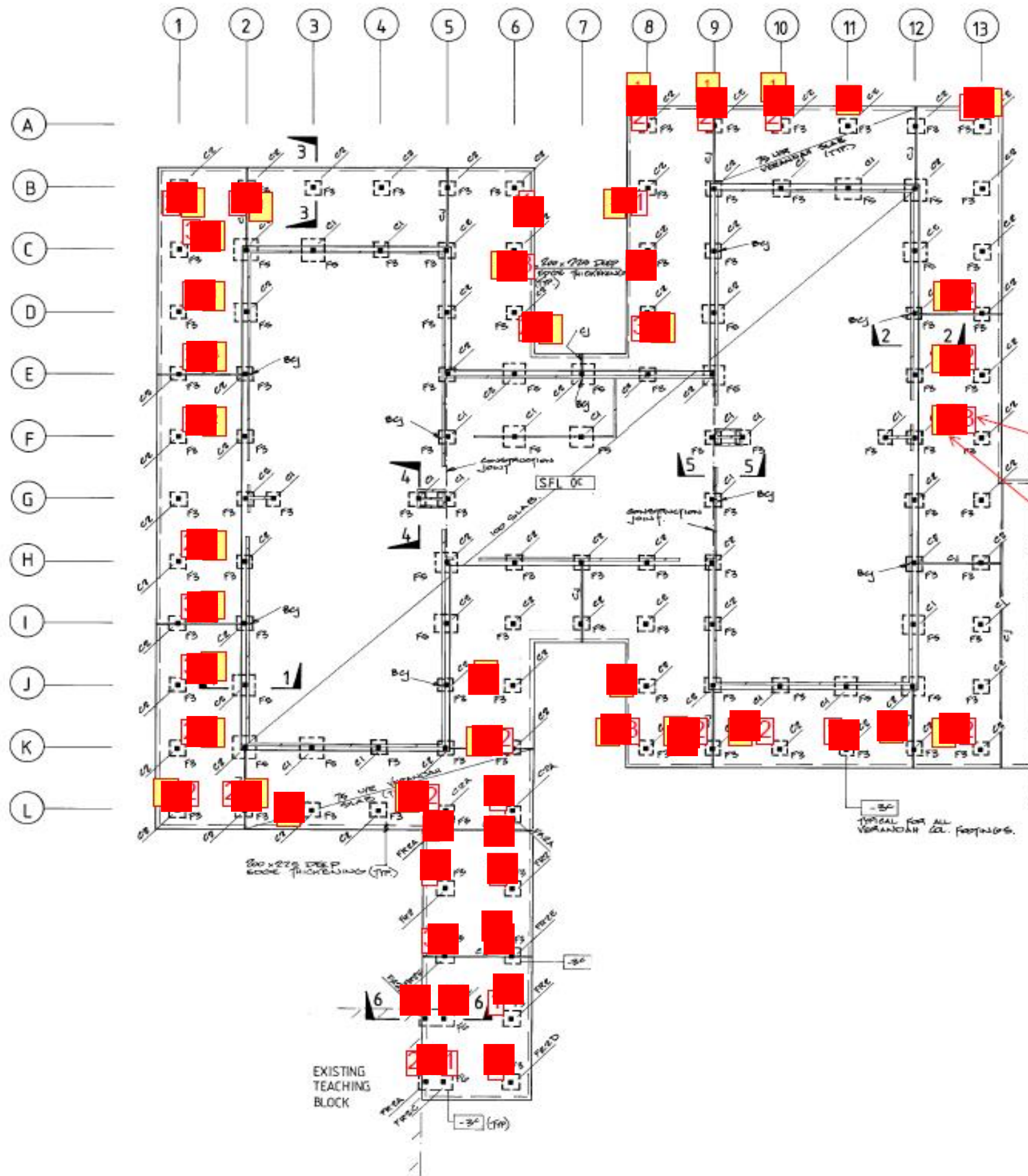
D. ALL PLATES SHALL BE 10MM MINIMUM THICK.

DEPARTMENT OF FINANCE – QUOTATION



Column Repair Locations ■

DEPARTMENT OF FINANCE – QUOTATION



SITE PLAN

Column Repair Locations ■

DEPARTMENT OF FINANCE – QUOTATION

GENERAL:

1. **TEMPORARY STABILITY:** CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY STABILITY DURING CONSTRUCTION.
2. **EXISTING:** CONTRACTOR TO ENSURE BEFORE COMMENCEMENT OF WORKS THAT EXISTING IS AS DOCUMENTED ON THE STRUCTURAL DRAWINGS. IF DISCREPANCIES EXIST PLEASE CONTACT THIS OFFICE.
3. **PROPPING:** CONTRACTOR TO ENSURE THAT THE EXISTING STRUCTURE IS ADEQUATELY PROPPED DURING WORKS SO AS TO MAINTAIN STRUCTURAL INTEGRITY AND STABILITY.
4. **DIMENSIONS:** CONFIRM ALL DIMENSIONS BY SITE MEASUREMENT PRIOR TO COMMENCING SHOP DRAWINGS AND FABRICATION.

CONCRETE:

1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 3600.

2. STRENGTH (f_c):	ELEMENT	STRENGTH (f_c)
	EXTERNAL INFILL CONCRETE	N25

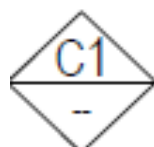
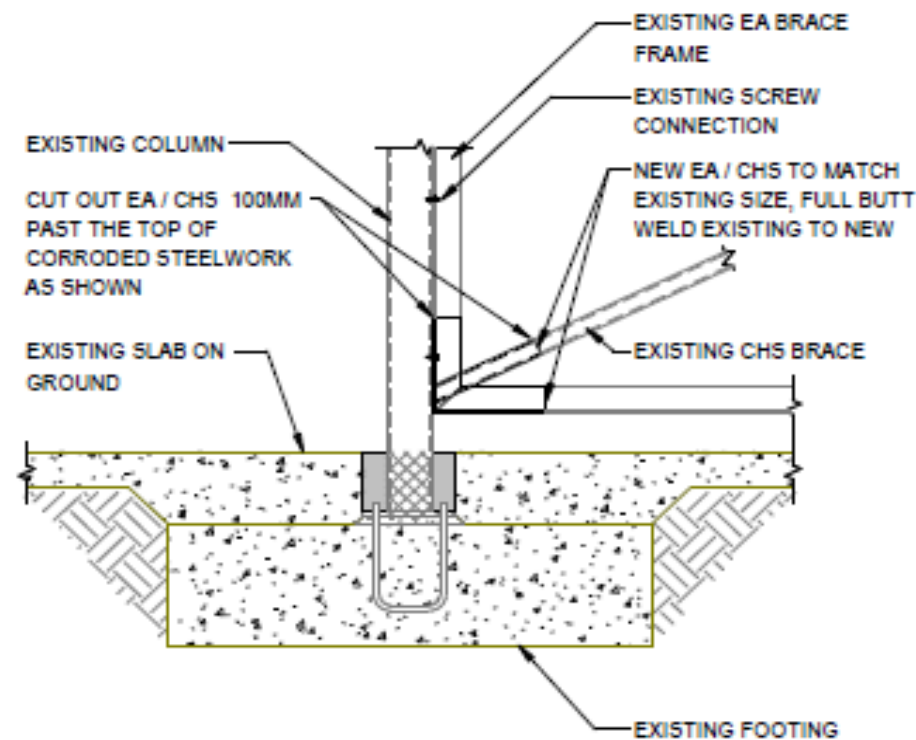
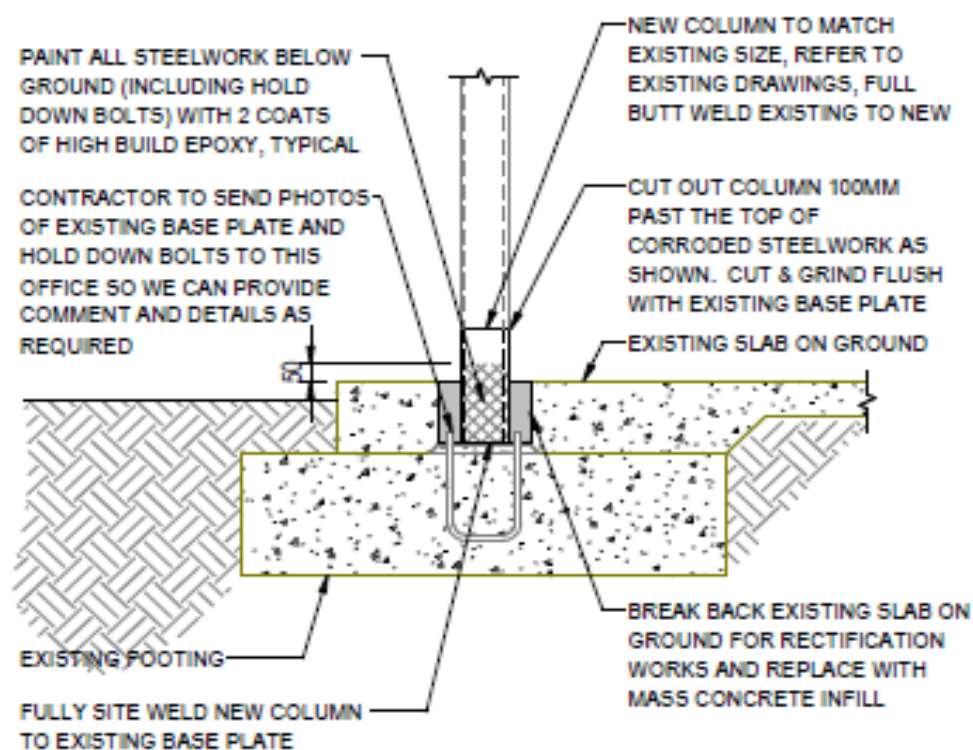
3. SLUMP	ELEMENT	SLUMP (mm)
	ALL CONCRETE, UNLESS OTHERWISE NOTED.	80

4. **COMPACTION:** IMMERSION TYPE VIBRATORS TO BE USED TO COMPACT ALL CONCRETE.

STEELWORK:

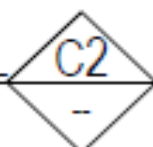
1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 4100, AS 4600 AND AS/NZ 5131.
2. **BOLTS:** ALL BOLTS TO BE HOT DIPPED GALVANISED. ALL BOLTS EXCLUDING HOLDING DOWN AND PURLIN BOLTS TO BE GRADE 8.8/5 UNO. HIGH STRENGTH STRUCTURAL BOLTS SHALL BE VERIFIED TO AS/NZS 1252.2. THE DOCUMENTATION REQUIRED BY THE STANDARD, INCLUDING THE 'SUPPLIER DECLARATION OF CONFORMITY' (SDOC) SHALL BE PROVIDED.
3. **CORROSION PROTECTION:** NEW EXTERNAL COLUMNS. CLASS 2.5 SANDBLAST AND 1 COAT INORGANIC ZINC SILICATE PRIMER TO 75µm PRIOR TO TOP COATS TO MATCH EXISTING.

EXISTING COLUMNS IDENTIFIED AS GRADE 3 (REPAINT) TO BE POWER TOOL CLEANED TO S13 TO EXPOSE SOUND STEELWORK AND 1 COAT INORGANIC ZINC SILICATE PRIMER TO 75µm PRIOR TO TOP COATS TO MATCH EXISTING. PAINT ALL STEELWORK BELOW GROUND WITH 2 COATS OF HIGH BUILD EPOXY.
4. **SITE WELDING:** BY SUITABLY QUALIFIED PERSONNEL. STEELWORK SPECIFIED AS COATED WITH INORGANIC ZINC SILICATE SHALL HAVE DAMAGE MADE GOOD WITH 2 COATS OF A ZINC RICH EPOXY PRIMER.
5. **MIN. CONNECTIONS:** UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS, CONNECTION DETAILS SHALL BE IN ACCORDANCE WITH THE FOLLOWING MINIMUM REQUIREMENTS:
 - A. ALL WELDS SHALL BE 6MM CONTINUOUS FILLET WELD (CFW) ALL ROUND.
 - B. ALL STEEL TO STEEL BOLTED CONNECTIONS SHALL BE MINIMUM TWO M16 GRADE 8.8/5.
 - C. A MINIMUM OF TWO THREADS SHALL EXTEND PAST THE NUT.
 - D. ALL PLATES SHALL BE 10MM MINIMUM THICK.



TYPICAL COLUMN REPLACEMENT DETAIL

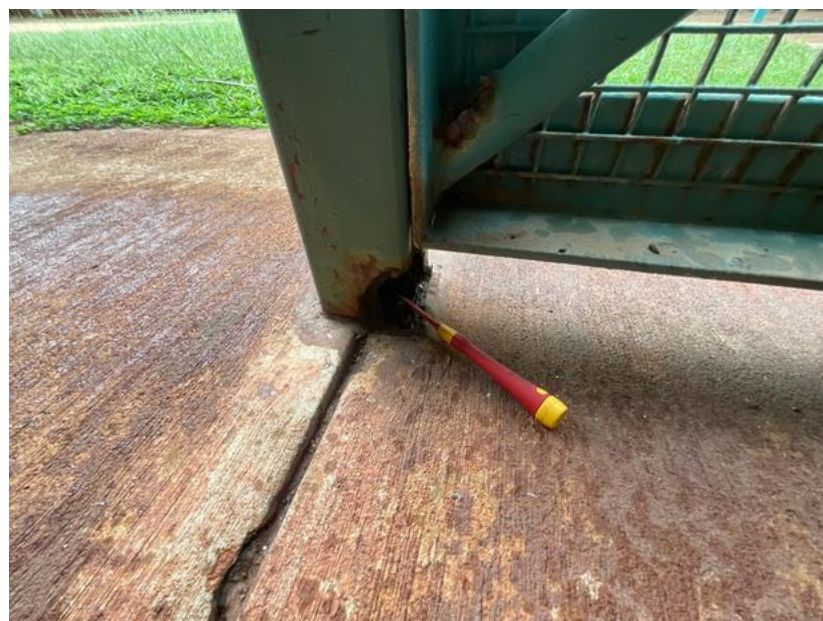
1:20



TYPICAL BRACE REPLACEMENT DETAIL

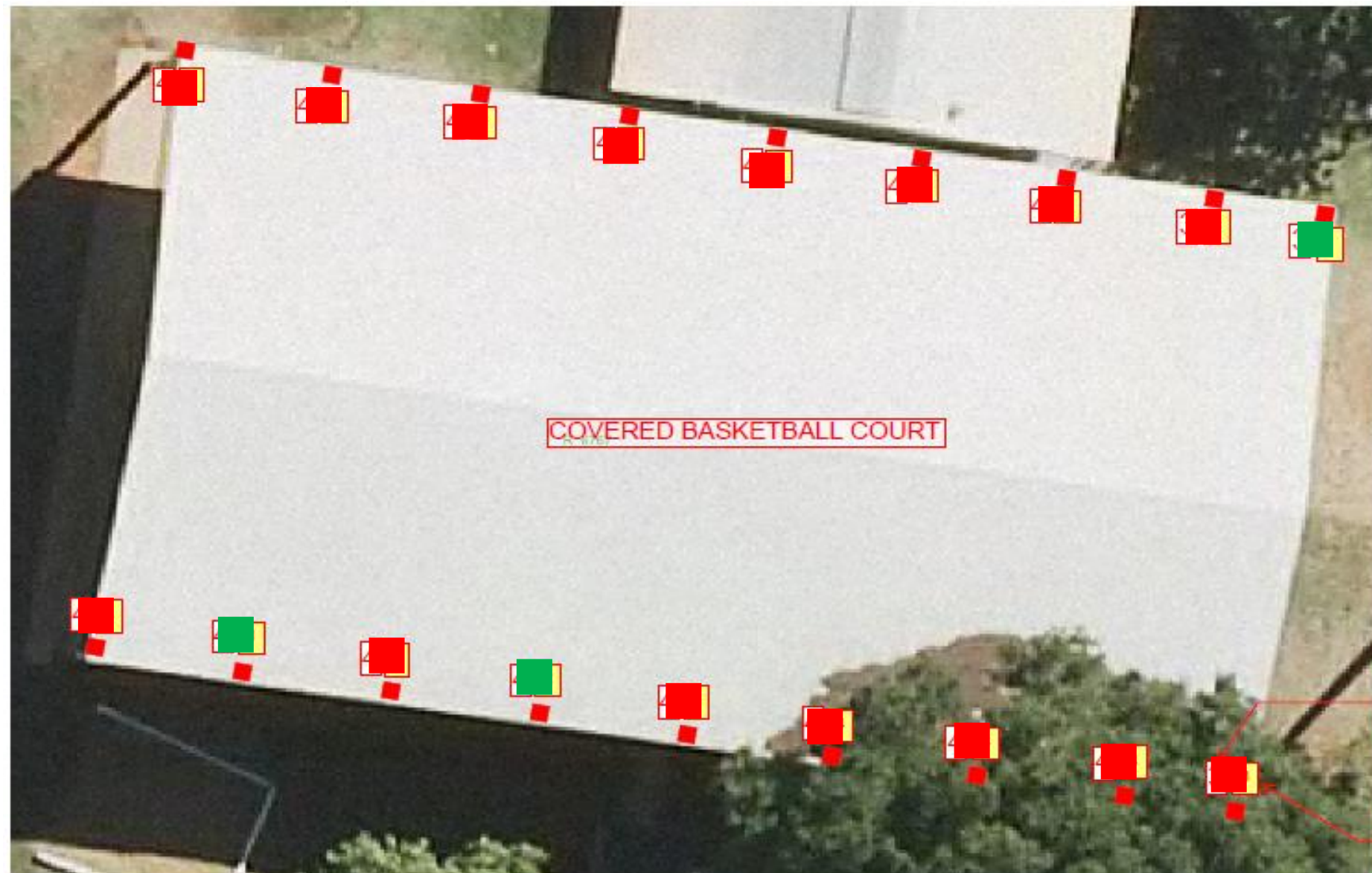
1:20

DEPARTMENT OF FINANCE – QUOTATION

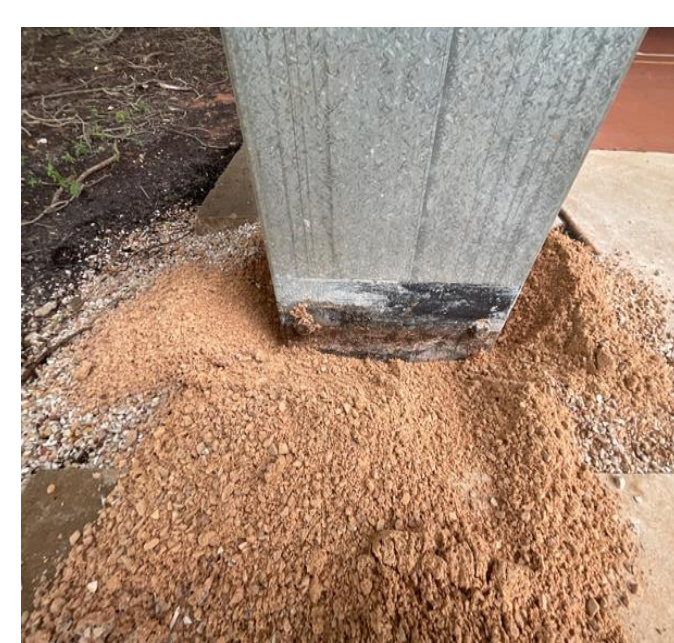


TYPICAL RUSTED COLUMNS

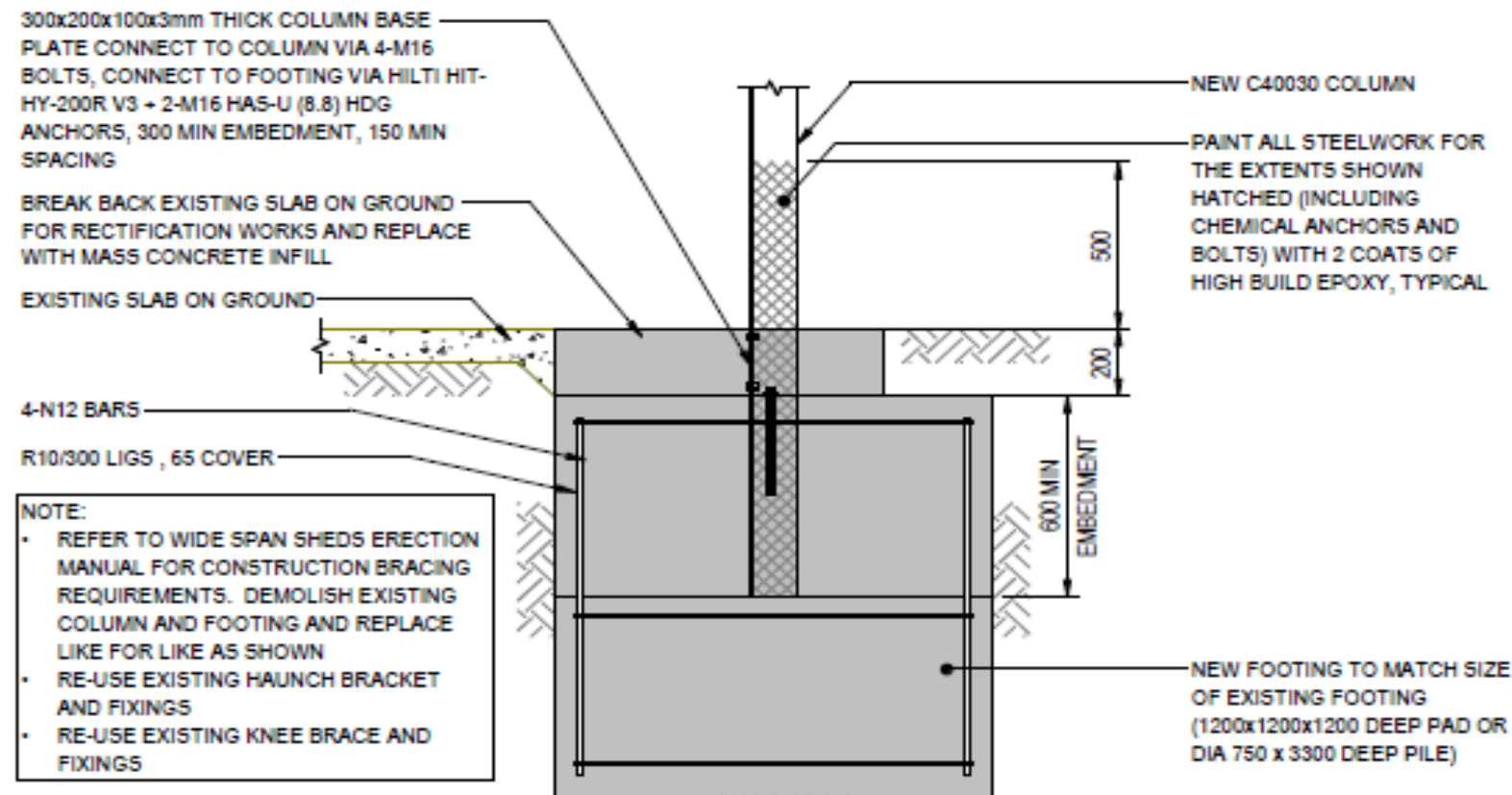
DEPARTMENT OF FINANCE – QUOTATION



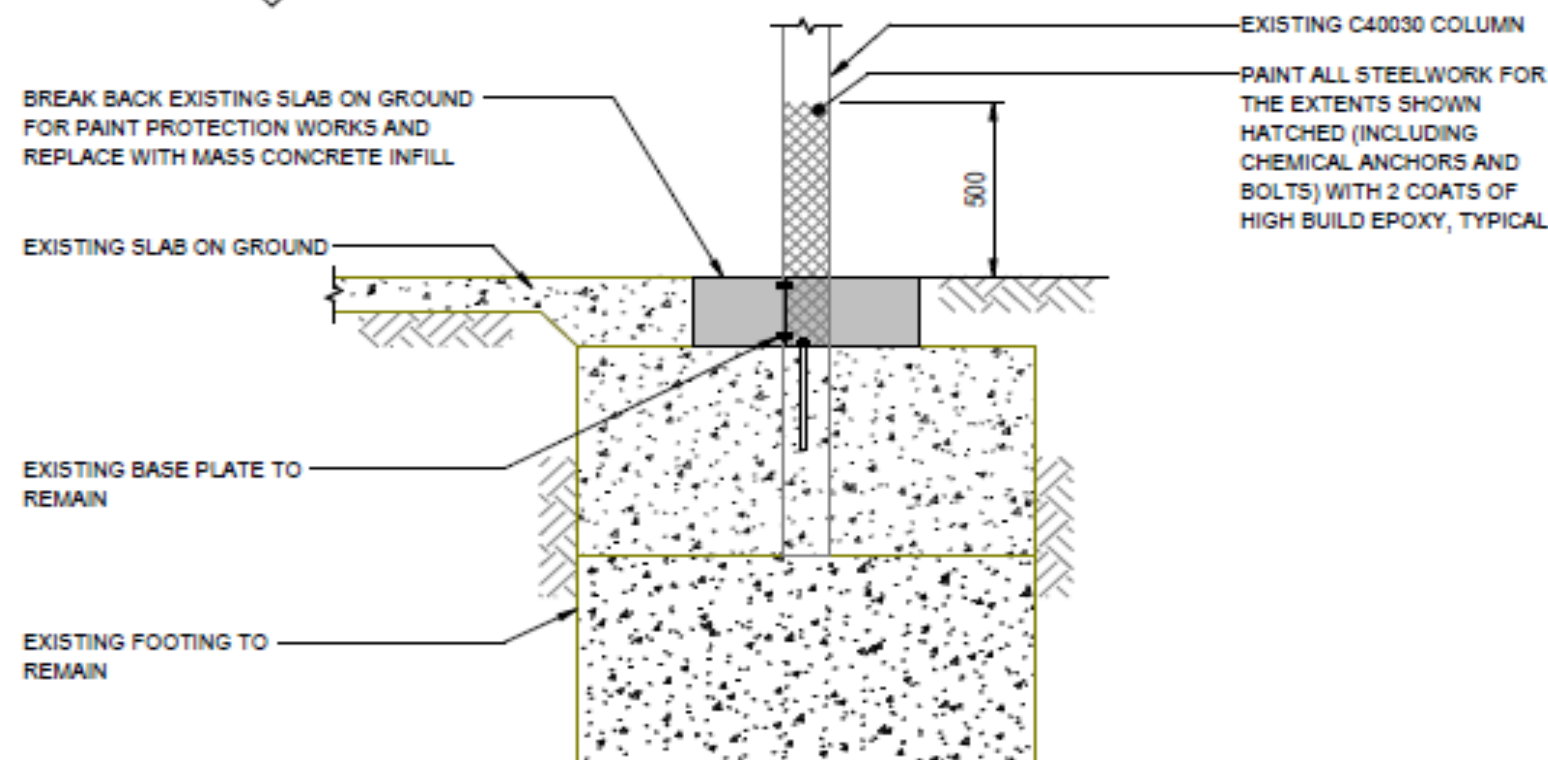
Column Repair Locations ■
 Column Replacement Locations ■



DEPARTMENT OF FINANCE – QUOTATION



1 TYPICAL COLUMN REPLACEMENT DETAIL
1 : 20



2 TYPICAL COLUMN PAINT PROTECTION DETAIL
1 : 20

GENERAL:

1. **TEMPORARY STABILITY:** CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY STABILITY DURING CONSTRUCTION.
2. **EXISTING:** CONTRACTOR TO ENSURE BEFORE COMMENCEMENT OF WORKS THAT EXISTING IS AS DOCUMENTED ON THE STRUCTURAL DRAWINGS. IF DISCREPANCIES EXIST PLEASE CONTACT THIS OFFICE.
3. **PROPPING:** CONTRACTOR TO ENSURE THAT THE EXISTING STRUCTURE IS ADEQUATELY PROPPED DURING WORKS SO AS TO MAINTAIN STRUCTURAL INTEGRITY AND STABILITY.
4. **DIMENSIONS:** CONFIRM ALL DIMENSIONS BY SITE MEASUREMENT PRIOR TO COMMENCING SHOP DRAWINGS AND FABRICATION.

CONCRETE:

1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 3600.

STRENGTH (f_c):	ELEMENT	STRENGTH (f_c)
	EXTERNAL INFILL CONCRETE	N25

SLUMP	ELEMENT	SLUMP (mm)
	ALL CONCRETE, UNLESS OTHERWISE NOTED.	80

4. **COMPACTION:** IMMERSION TYPE VIBRATORS TO BE USED TO COMPACT ALL CONCRETE.

STEELWORK:

1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 4100, AS 4600 AND AS/NZ 5131.
2. **BOLTS:** ALL BOLTS TO BE HOT DIPPED GALVANISED. ALL BOLTS EXCLUDING HOLDING DOWN AND PURLIN BOLTS TO BE GRADE 8.8/5 UNO. HIGH STRENGTH STRUCTURAL BOLTS SHALL BE VERIFIED TO AS/NZS 1252.2. THE DOCUMENTATION REQUIRED BY THE STANDARD, INCLUDING THE 'SUPPLIER DECLARATION OF CONFORMITY' (SDOC) SHALL BE PROVIDED.
3. **CORROSION PROTECTION:** NEW REPLACEMENT COLUMNS TO BE REMAIN WITH FACTORY ZINC COATING SO AS TO MATCH THE REST OF THE EXISTING STRUCTURE.
4. **SITE WELDING:** BY SUITABLY QUALIFIED PERSONNEL. STEELWORK SPECIFIED AS COATED WITH INORGANIC ZINC SILICATE SHALL HAVE DAMAGE MADE GOOD WITH 2 COATS OF A ZINC RICH EPOXY PRIMER.
5. **MIN. CONNECTIONS:** UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS, CONNECTION DETAILS SHALL BE IN ACCORDANCE WITH THE FOLLOWING MINIMUM REQUIREMENTS:
 - A. ALL WELDS SHALL BE 6MM CONTINUOUS FILLET WELD (CFW) ALL ROUND.
 - B. ALL STEEL TO STEEL BOLTED CONNECTIONS SHALL BE MINIMUM TWO M16 GRADE 8.8/5.
 - C. A MINIMUM OF TWO THREADS SHALL EXTEND PAST THE NUT.
 - D. ALL PLATES SHALL BE 10MM MINIMUM THICK.



25-012

19 May 2025

Mr Lance Haydock
Department of Finance



Approval Document Forms Part of CDC
Paul Finucane Level 1 Building Surveyor Reg 179
Liability limited by a scheme approved under Professional Standards Legislation

Dear Lance

Broome Primary School – Block D

We confirm that we have carried out the structural design for the above project.

The structural design for strength, serviceability and fire properties of the structural elements of the building comply with the requirements of the National Construction Code Volume 1 2022 all relevant Australian Standards as referenced in the forementioned.

The structural drawings adequately convey the intent of the structural design and are numbered as follows:

Drawing No.	Drawing Title
SK2	Verandah Column & Brace Replacement Details

The design for this project has been carried out by a professional engineer (Structural) as defined in the National Construction Code.

Please contact our office should you require further assistance with this matter.

Yours sincerely

JEREMY MOSCARDA
Project Engineer - Structural
Perth

GENERAL:

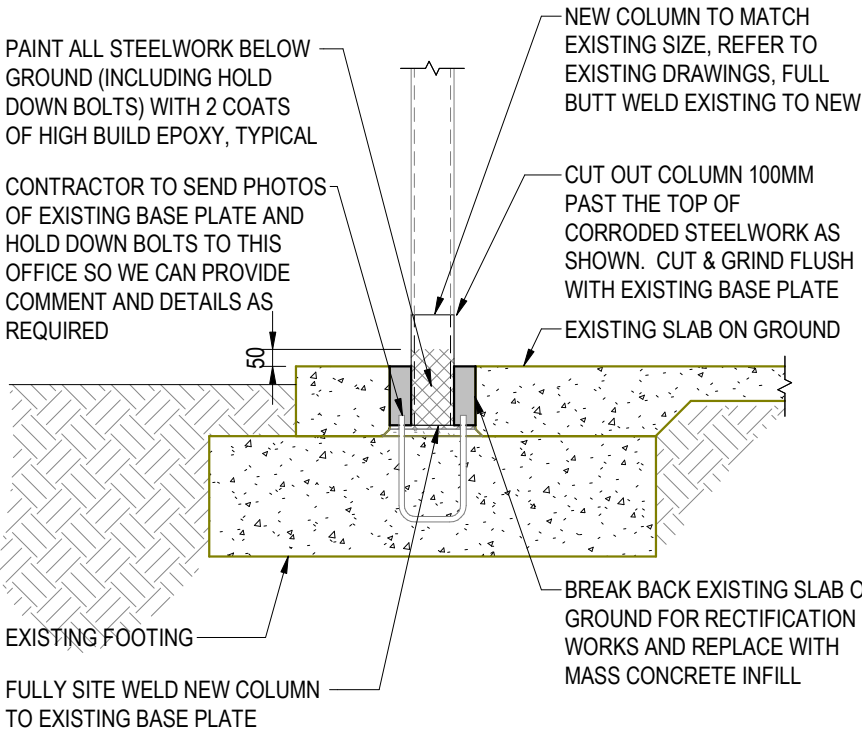
- 1. **TEMPORARY STABILITY:** CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY STABILITY DURING CONSTRUCTION.
- 2. **EXISTING:** CONTRACTOR TO ENSURE BEFORE COMMENCEMENT OF WORKS THAT EXISTING IS AS DOCUMENTED ON THE STRUCTURAL DRAWINGS. IF DISCREPANCIES EXIST PLEASE CONTACT THIS OFFICE.
- 3. **PROPPING:** CONTRACTOR TO ENSURE THAT THE EXISTING STRUCTURE IS ADEQUATELY PROPPED DURING WORKS SO AS TO MAINTAIN STRUCTURAL INTEGRITY AND STABILITY.
- 4. **DIMENSIONS:** CONFIRM ALL DIMENSIONS BY SITE MEASUREMENT PRIOR TO COMMENCING SHOP DRAWINGS AND FABRICATION.

CONCRETE:

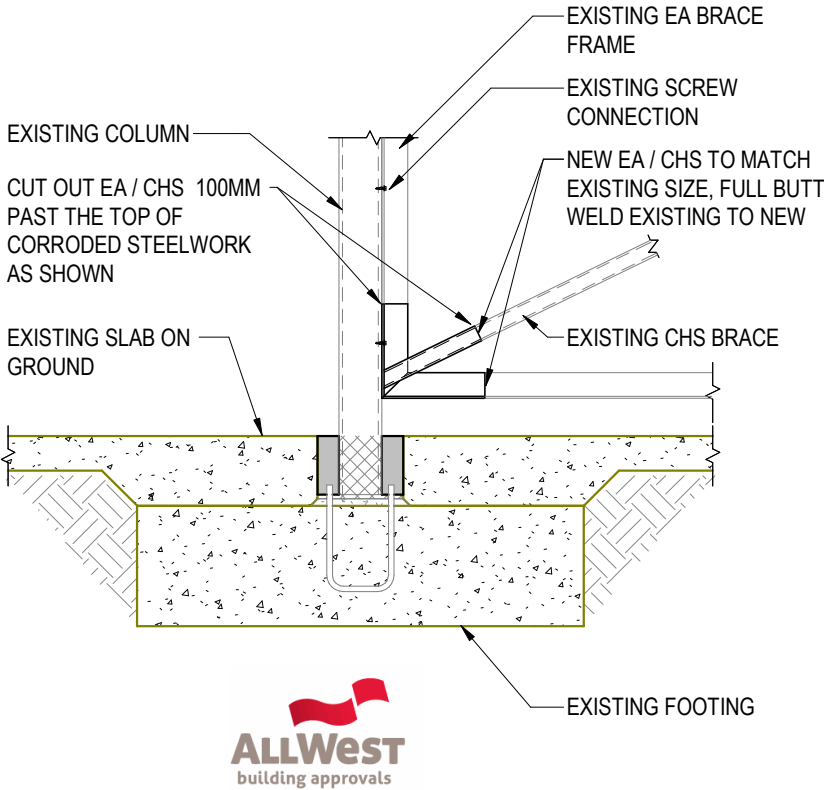
- 1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 3600.
- 2. **STRENGTH (f_c):**

ELEMENT	STRENGTH (f _c)
EXTERNAL INFILL CONCRETE	N25
- 3. **SLUMP**

ELEMENT	SLUMP (mm)
ALL CONCRETE, UNLESS OTHERWISE NOTED.	80
- 4. **COMPACTION:** IMMERSION TYPE VIBRATORS TO BE USED TO COMPACT ALL CONCRETE.



C1 TYPICAL COLUMN REPLACEMENT DETAIL 1:20




C2 TYPICAL BRACE REPLACEMENT DETAIL 1:20

STEELWORK:

- 1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 4100, AS 4600 AND AS/NZ 5131.
- 2. **BOLTS:** ALL BOLTS TO BE HOT DIPPED GALVANISED. ALL BOLTS EXCLUDING HOLDING DOWN AND PURLIN BOLTS TO BE GRADE 8.8/S UNO. HIGH STRENGTH STRUCTURAL BOLTS SHALL BE VERIFIED TO AS/NZS 1252.2. THE DOCUMENTATION REQUIRED BY THE STANDARD, INCLUDING THE 'SUPPLIER DECLARATION OF CONFORMITY' (SDOC) SHALL BE PROVIDED.
- 3. **CORROSION PROTECTION:** NEW EXTERNAL COLUMNS. CLASS 2.5 SANDBLAST AND 1 COAT INORGANIC ZINC SILICATE PRIMER TO 75µm PRIOR TO TOP COATS TO MATCH EXISTING.

EXISTING COLUMNS IDENTIFIED AS GRADE 3 (REPAINT) TO BE POWER TOOL CLEANED TO Si3 TO EXPOSE SOUND STEELWORK AND 1 COAT INORGANIC ZINC SILICATE PRIMER TO 75µm PRIOR TO TOP COATS TO MATCH EXISTING. PAINT ALL STEELWORK BELOW GROUND WITH 2 COATS OF HIGH BUILD EPOXY.
- 4. **SITE WELDING:** BY SUITABLY QUALIFIED PERSONNEL. STEELWORK SPECIFIED AS COATED WITH INORGANIC ZINC SILICATE SHALL HAVE DAMAGE MADE GOOD WITH 2 COATS OF A ZINC RICH EPOXY PRIMER.
- 5. **MIN. CONNECTIONS:** UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS, CONNECTION DETAILS SHALL BE IN ACCORDANCE WITH THE FOLLOWING MINIMUM REQUIREMENTS:
 - A. ALL WELDS SHALL BE 6MM CONTINUOUS FILLET WELD (CFW) ALL ROUND.
 - B. ALL STEEL TO STEEL BOLTED CONNECTIONS SHALL BE MINIMUM TWO M16 GRADE 8.8/S.
 - C. A MINIMUM OF TWO THREADS SHALL EXTEND PAST THE NUT.
 - D. ALL PLATES SHALL BE 10MM MINIMUM THICK.

1	21/1/25	ISSUED FOR INFORMATION	RD	RD
REV	DATE	DESCRIPTION	BY	APPD



430 Roberts Road
Subiaco WA 6008
PO Box 2150
Subiaco WA 6904
Telephone: (08) 9382 5111
admin@pfeng.com.au



Government of **Western Australia**
Department of **Finance**
Buildings and Contracts

BROOME PRIMARY SCHOOL
38 WELD ST, BROOME
VERANDAH COLUMN & BRACE
REPLACEMENT DETAILS

DRAWN	RD	DESIGNED	RD	REDUCTION
CHECKED	-	PRINCIPAL		0 25
APPROVED	-			
SCALE	As indicated	DATE	JAN 25	DRAWING No.
BMW PROJ No.	-	BMW FILE No.	-	SK2 1



25-012

19 May 2025

Mr Lance Haydock
Department of Finance



Approval Document Forms Part of CDC
Paul Finucane Level 1 Building Surveyor Reg 179
Liability limited by a scheme approved under Professional Standards Legislation

Dear Lance

Broome Primary School – Covered Basketball Court

We confirm that we have carried out the structural design for the above project.

The structural design for strength, serviceability and fire properties of the structural elements of the building comply with the requirements of the National Construction Code Volume 1 2022 all relevant Australian Standards as referenced in the forementioned.

The structural drawings adequately convey the intent of the structural design and are numbered as follows:

Drawing No.	Drawing Title
SK2	Covered Basketball Court Column Remediation Details
SK3	Unnamed

The design for this project has been carried out by a professional engineer (Structural) as defined in the National Construction Code.

Please contact our office should you require further assistance with this matter.

Yours sincerely

JEREMY MOSCARDA
Project Engineer - Structural
Perth

GENERAL:

- 1. **TEMPORARY STABILITY:** CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY STABILITY DURING CONSTRUCTION.
- 2. **EXISTING:** CONTRACTOR TO ENSURE BEFORE COMMENCEMENT OF WORKS THAT EXISTING IS AS DOCUMENTED ON THE STRUCTURAL DRAWINGS. IF DISCREPANCIES EXIST PLEASE CONTACT THIS OFFICE.
- 3. **PROPPING:** CONTRACTOR TO ENSURE THAT THE EXISTING STRUCTURE IS ADEQUATELY PROPPED DURING WORKS SO AS TO MAINTAIN STRUCTURAL INTEGRITY AND STABILITY.
- 4. **DIMENSIONS:** CONFIRM ALL DIMENSIONS BY SITE MEASUREMENT PRIOR TO COMMENCING SHOP DRAWINGS AND FABRICATION.

CONCRETE:

- 1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 3600.

2. STRENGTH (f'c):	ELEMENT	STRENGTH (f'c)
	EXTERNAL INFILL CONCRETE	N25

3. SLUMP	ELEMENT	SLUMP (mm)
	ALL CONCRETE, UNLESS OTHERWISE NOTED.	80

- 4. **COMPACTION:** IMMERSION TYPE VIBRATORS TO BE USED TO COMPACT ALL CONCRETE.

STEELWORK:

- 1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 4100, AS 4600 AND AS/NZ 5131.
- 2. **BOLTS:** ALL BOLTS TO BE HOT DIPPED GALVANISED. ALL BOLTS EXCLUDING HOLDING DOWN AND PURLIN BOLTS TO BE GRADE 8.8/S UNO. HIGH STRENGTH STRUCTURAL BOLTS SHALL BE VERIFIED TO AS/NZS 1252.2. THE DOCUMENTATION REQUIRED BY THE STANDARD, INCLUDING THE 'SUPPLIER DECLARATION OF CONFORMITY' (SDOC) SHALL BE PROVIDED.
- 3. **CORROSION PROTECTION:** NEW REPLACEMENT COLUMNS TO BE REMAIN WITH FACTORY ZINC COATING SO AS TO MATCH THE REST OF THE EXISTING STRUCTURE.
- 4. **SITE WELDING:** BY SUITABLY QUALIFIED PERSONNEL. STEELWORK SPECIFIED AS COATED WITH INORGANIC ZINC SILICATE SHALL HAVE DAMAGE MADE GOOD WITH 2 COATS OF A ZINC RICH EPOXY PRIMER.
- 5. **MIN. CONNECTIONS:** UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS, CONNECTION DETAILS SHALL BE IN ACCORDANCE WITH THE FOLLOWING MINIMUM REQUIREMENTS:
 - A. ALL WELDS SHALL BE 6MM CONTINUOUS FILLET WELD (CFW) ALL ROUND.
 - B. ALL STEEL TO STEEL BOLTED CONNECTIONS SHALL BE MINIMUM TWO M16 GRADE 8.8/S.
 - C. A MINIMUM OF TWO THREADS SHALL EXTEND PAST THE NUT.
 - D. ALL PLATES SHALL BE 10MM MINIMUM THICK.



Approval Document Forms Part of CDC
Paul Finucane Level 1 Building Surveyor Reg 179
Liability limited by a scheme approved under Professional Standards Legislation

1

20/2/25

ISSUED FOR INFORMATION

RD

RD


REV

DATE

DESCRIPTION

BY

APPD




430 Roberts Road
Subiaco WA 6008
PO Box 2150
Subiaco WA 6904

Telephone: (08) 9382 5111
admin@pfeng.com.au



Government of **Western Australia**
Department of **Finance**
Buildings and Contracts

BROOME PRIMARY SCHOOL
38 WELD ST, BROOME
COVERED BASKETBALL COURT COLUMN
REMEDATION DETAILS

DRAWN	RD	DESIGNED	RD	REDUCTION
CHECKED	-	PRINCIPAL		0 25 
APPROVED	-			
SCALE	1 : 100	DATE	FEB 25	DRAWING No.
BMW PROJ No.	-	BMW FILE No.	-	SK2 1

300x200x100x3mm THICK COLUMN BASE
PLATE CONNECT TO COLUMN VIA 4-M16
BOLTS, CONNECT TO FOOTING VIA HILTI HIT-
HY-200R V3 + 2-M16 HAS-U (8.8) HDG
ANCHORS, 300 MIN EMBEDMENT, 150 MIN
SPACING

BREAK BACK EXISTING SLAB ON GROUND
FOR RECTIFICATION WORKS AND REPLACE
WITH MASS CONCRETE INFILL

EXISTING SLAB ON GROUND

4-N12 BARS

R10/300 LIGS , 65 COVER

NOTE:

- REFER TO WIDE SPAN SHEDS ERECTION
MANUAL FOR CONSTRUCTION BRACING
REQUIREMENTS. DEMOLISH EXISTING
COLUMN AND FOOTING AND REPLACE
LIKE FOR LIKE AS SHOWN
- RE-USE EXISTING HAUNCH BRACKET
AND FIXINGS
- RE-USE EXISTING KNEE BRACE AND
FIXINGS

NEW C40030 COLUMN

PAINT ALL STEELWORK FOR
THE EXTENTS SHOWN
HATCHED (INCLUDING
CHEMICAL ANCHORS AND
BOLTS) WITH 2 COATS OF
HIGH BUILD EPOXY, TYPICAL

NEW FOOTING TO MATCH SIZE
OF EXISTING FOOTING
(1200x1200x1200 DEEP PAD OR
DIA 750 x 3300 DEEP PILE)

1
--

TYPICAL COLUMN REPLACEMENT DETAIL

1 : 20

BREAK BACK EXISTING SLAB ON GROUND
FOR PAINT PROTECTION WORKS AND
REPLACE WITH MASS CONCRETE INFILL

EXISTING SLAB ON GROUND

EXISTING BASE PLATE TO
REMAIN

EXISTING FOOTING TO
REMAIN

EXISTING C40030 COLUMN

PAINT ALL STEELWORK FOR
THE EXTENTS SHOWN
HATCHED (INCLUDING
CHEMICAL ANCHORS AND
BOLTS) WITH 2 COATS OF
HIGH BUILD EPOXY, TYPICAL



Approval Document Forms Part of CDC
Paul Finucane Level 1 Building Surveyor Reg 179

Liability limited by a scheme approved under Professional Standards Legislation

2
--

TYPICAL COLUMN PAINT PROTECTION DETAIL

1 : 20

1	20/2/25	ISSUED FOR INFORMATION	RD	RD
REV	DATE	DESCRIPTION	BY	APPD



430 Roberts Road
Subiaco WA 6008
PO Box 2150
Subiaco WA 6904

Telephone: (08) 9382 5111
admin@pfeng.com.au



Government of **Western Australia**
Department of **Finance**

Buildings and Contracts

BROOME PRIMARY SCHOOL

38 WELD ST, BROOME

Unnamed

DRAWN	RD	DESIGNED	RD	REDUCTION
CHECKED	-	PRINCIPAL		0 25
APPROVED	-			
SCALE	1 : 20	DATE	FEB 25	DRAWING No.
BMW PROJ No.	-	BMW FILE No.		SK3 1

THIS IS A REVIT DRAWING
DO NOT AMEND MANUALLY

23-144
\\perfs01\NAFiling\2025\Projects\25-012 Broome
Primary School Column
Repair\Drawings\STR\25-012_BROOME PRIMARY
SCHOOL COVERED BASKET BALL_RVT2023.rvt



25-012

19 May 2025

Mr Lance Haydock
Department of Finance



Approval Document Forms Part of CDC
Paul Finucane Level 1 Building Surveyor Reg 179
Liability limited by a scheme approved under Professional Standards Legislation

Dear Lance

Broome Primary School – Pre Primary Block

We confirm that we have carried out the structural design for the above project.

The structural design for strength, serviceability and fire properties of the structural elements of the building comply with the requirements of the National Construction Code Volume 1 2022 all relevant Australian Standards as referenced in the forementioned.

The structural drawings adequately convey the intent of the structural design and are numbered as follows:

Drawing No.	Drawing Title
SK2	Verandah Column & Brace Replacement Details

The design for this project has been carried out by a professional engineer (Structural) as defined in the National Construction Code.

Please contact our office should you require further assistance with this matter.

Yours sincerely

JEREMY MOSCARDA
Project Engineer - Structural
Perth

GENERAL:

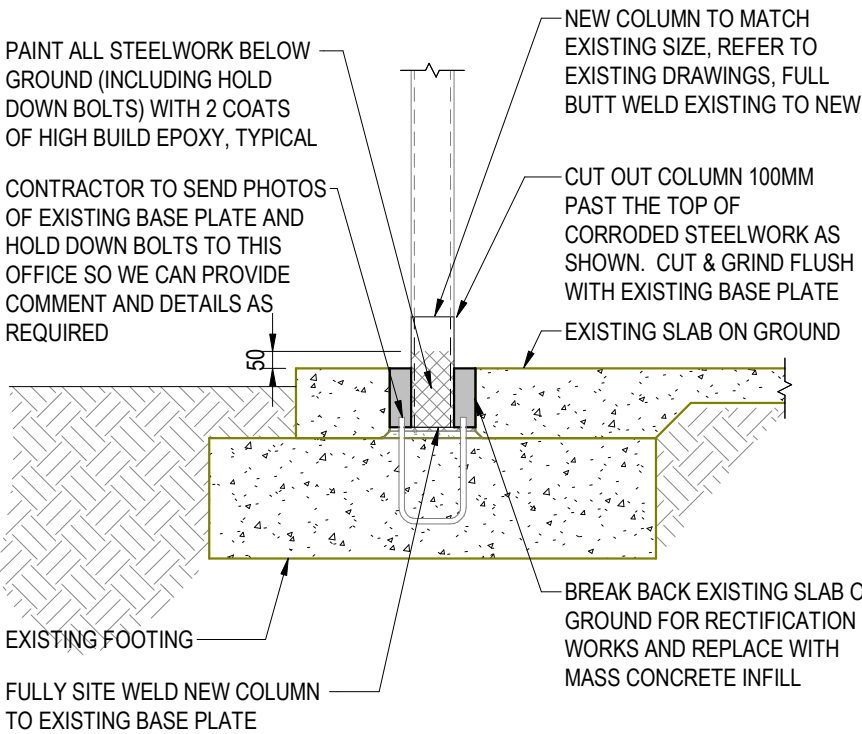
- 1. **TEMPORARY STABILITY:** CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY STABILITY DURING CONSTRUCTION.
- 2. **EXISTING:** CONTRACTOR TO ENSURE BEFORE COMMENCEMENT OF WORKS THAT EXISTING IS AS DOCUMENTED ON THE STRUCTURAL DRAWINGS. IF DISCREPANCIES EXIST PLEASE CONTACT THIS OFFICE.
- 3. **PROPPING:** CONTRACTOR TO ENSURE THAT THE EXISTING STRUCTURE IS ADEQUATELY PROPPED DURING WORKS SO AS TO MAINTAIN STRUCTURAL INTEGRITY AND STABILITY.
- 4. **DIMENSIONS:** CONFIRM ALL DIMENSIONS BY SITE MEASUREMENT PRIOR TO COMMENCING SHOP DRAWINGS AND FABRICATION.

CONCRETE:

- 1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 3600.
- 2. **STRENGTH (f_c):**

ELEMENT	STRENGTH (f _c)
EXTERNAL INFILL CONCRETE	N25
- 3. **SLUMP**

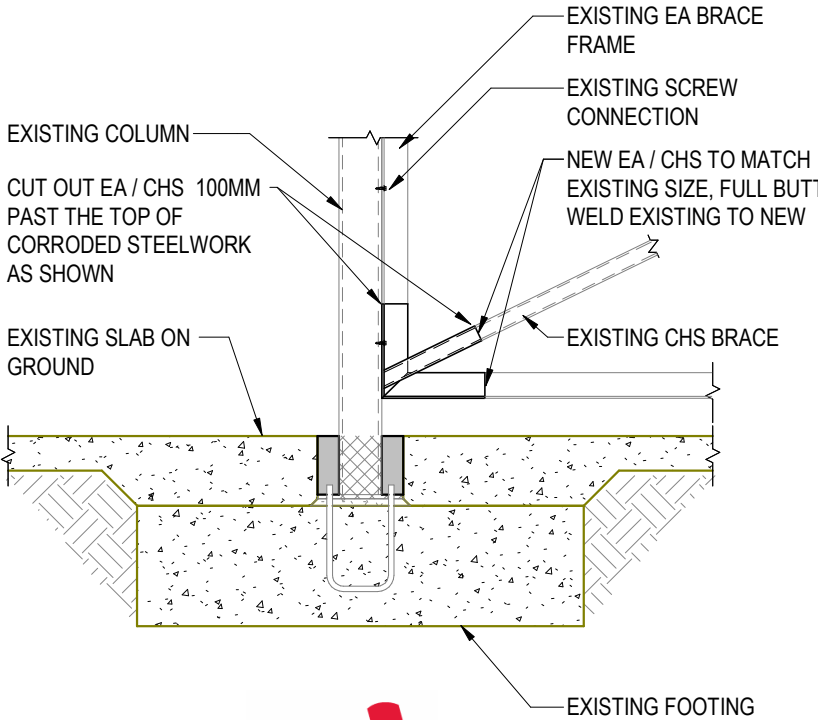
ELEMENT	SLUMP (mm)
ALL CONCRETE, UNLESS OTHERWISE NOTED.	80
- 4. **COMPACTION:** IMMERSION TYPE VIBRATORS TO BE USED TO COMPACT ALL CONCRETE.



C1

TYPICAL COLUMN REPLACEMENT DETAIL

1:20



Approval Document Forms Part of CDC

Paul Finucane Level 1 Building Surveyor Reg 179

Liability limited by a scheme approved under Professional Standards Legislation

C2

TYPICAL BRACE REPLACEMENT DETAIL

1:20

STEELWORK:

- 1. **STANDARD:** ALL WORK TO BE IN ACCORDANCE WITH AS 4100, AS 4600 AND AS/NZ 5131.
- 2. **BOLTS:** ALL BOLTS TO BE HOT DIPPED GALVANISED. ALL BOLTS EXCLUDING HOLDING DOWN AND PURLIN BOLTS TO BE GRADE 8.8/S UNO. HIGH STRENGTH STRUCTURAL BOLTS SHALL BE VERIFIED TO AS/NZS 1252.2. THE DOCUMENTATION REQUIRED BY THE STANDARD, INCLUDING THE 'SUPPLIER DECLARATION OF CONFORMITY' (SDOC) SHALL BE PROVIDED.
- 3. **CORROSION PROTECTION:** NEW EXTERNAL COLUMNS. CLASS 2.5 SANDBLAST AND 1 COAT INORGANIC ZINC SILICATE PRIMER TO 75µm PRIOR TO TOP COATS TO MATCH EXISTING.

EXISTING COLUMNS IDENTIFIED AS GRADE 3 (REPAINT) TO BE POWER TOOL CLEANED TO Si3 TO EXPOSE SOUND STEELWORK AND 1 COAT INORGANIC ZINC SILICATE PRIMER TO 75µm PRIOR TO TOP COATS TO MATCH EXISTING. PAINT ALL STEELWORK BELOW GROUND WITH 2 COATS OF HIGH BUILD EPOXY.
- 4. **SITE WELDING:** BY SUITABLY QUALIFIED PERSONNEL. STEELWORK SPECIFIED AS COATED WITH INORGANIC ZINC SILICATE SHALL HAVE DAMAGE MADE GOOD WITH 2 COATS OF A ZINC RICH EPOXY PRIMER.
- 5. **MIN. CONNECTIONS:** UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS, CONNECTION DETAILS SHALL BE IN ACCORDANCE WITH THE FOLLOWING MINIMUM REQUIREMENTS:
 - A. ALL WELDS SHALL BE 6MM CONTINUOUS FILLET WELD (CFW) ALL ROUND.
 - B. ALL STEEL TO STEEL BOLTED CONNECTIONS SHALL BE MINIMUM TWO M16 GRADE 8.8/S.
 - C. A MINIMUM OF TWO THREADS SHALL EXTEND PAST THE NUT.
 - D. ALL PLATES SHALL BE 10MM MINIMUM THICK.

1	21/1/25	ISSUED FOR INFORMATION	RD	RD
REV	DATE	DESCRIPTION	BY	APPD

430 Roberts Road
Subiaco WA 6008
PO Box 2150
Subiaco WA 6904
Telephone: (08) 9382 5111
admin@pfeng.com.au



Government of **Western Australia**
Department of **Finance**
Buildings and Contracts

BROOME PRIMARY SCHOOL
38 WELD ST, BROOME
VERANDAH COLUMN & BRACE
REPLACEMENT DETAILS

DRAWN	RD	DESIGNED	RD	REDUCTION
CHECKED	-	PRINCIPAL		0 25
APPROVED	-			
SCALE	As indicated	DATE	JAN 25	DRAWING No.
BMW PROJ No.	-	BMW FILE No.	-	SK2 1

Certificate of design compliance

Building Act 2011, section 19
Building Regulations 2012, regulation 4, 18A, 18B, 18C

PERMIT AUTHORITY
USE ONLY

BUILDING SURVEYING
USE ONLY

Reference number

Reference number
AW 12336

1. Property this certificate relates to

Property street address (provide lot number where street number is not known)	Unit no N/A	Street no 38	Level N/A	Lot no 2788
	Street name Weld		Street type Street	Street suffix N/A
	Suburb Broome		State WA	Postcode 6725
Local government area	Shire of Broome			
Main BCA class of the building	9b			
Use(s) of the building	Secondary BCA class (for multi-purpose buildings)	N/A	Third BCA class (for multi-purpose buildings)	N/A
	Primary School		Each restriction on use (if applicable) N/A	
Description of the building(s) and building work	Replacement of Steel Columns			

2. Applicable building standards

The edition of the Building Code applied in respect of this building or incidental structure

NCC BCA 2022 Volume One Amendment 1

Any declaration under section 39 of the *Building Act 2011* made in respect of this building or incidental structure

N/A

Bush fire prone areas (only required for the types of buildings or incidental structures stated below)

In respect of a Class 1, Class 2 or Class 3 building, a Class 9 vulnerable use building, or a Class 10a building or deck that is located less than six (6) metres from the Class 1, Class 2 or Class 3 building or Class 9 vulnerable use building:

Is the building or deck located in a bush fire prone area? ☒ Yes ☐ No (if no, continue to part 3)

Does a bush fire performance requirement apply to the building or deck?

☐ Yes. The Bushfire Attack Level (BAL) or other measure is: _____

☒ No. Does not apply because of: Building reg 31BA (1A)(b) _____

(See regulations 15D, 31BA(1) and 31D of the Building Regulations 2012 which affect the application of bush fire performance requirements to buildings and decks)

3. Plans, specifications and other documents

Plans and specifications specified in accordance with section 19(3) of the *Building Act 2011*

Drawing numbers

Site Plan:

Documents 1 to 3 Dated 14/05/2025 Stamped by Allwest Building Approvals

Elevations, Sections & Construction Details:

Refer to engineering

Specifications

Government of Western Australia Department of Finance: Request No: FINW0135125 Front Page Stamped by Allwest Building Approvals

Refer to engineering

Technical documents

Structural Engineering:

Colliers:

Letter 25-012: Dated 19 May 2025 Broome Primary School – Block D Stamped by Allwest Building Approvals

D Block Dwg No: SK2 Rev: 1 Stamped by Allwest Building Approvals

Letter 25-012: Dated 19 May 2025 Broome Primary School –Covered Basketball Court Stamped by Allwest Building Approvals

Covered Basketball Court Dwg No: SK2 Rev :1 Stamped by Allwest Building Approvals

Covered Basketball Court Dwg No: SK3 Rev :1 Stamped by Allwest Building Approvals

Letter 25-012: Dated 19 May 2025 Broome Primary School – Pre Primary Block Stamped by Allwest Building Approvals

Pre Primary Block Dwg No: SK2 Rev: 1 Stamped by Allwest Building Approvals

Energy:

N/A

Bushfire:

N/A

4. Other prescribed requirements

Details of any advice given by the FES Commissioner in respect of the plans and specifications (Class 2 to Class 9 buildings only)

N/A exemption under Building Regs 18B(3)

Details of any notification given to the FES Commissioner under regulation 15A(1) of the Building Regulations 2012 (Class 2 to Class 9 buildings only)

N/A

Details of each performance solution and the assessment methods used as required under regulation 18A of the Building Regulations 2012 for:

- Class 2 to Class 9 buildings; or
- the bush fire performance requirement for Class 1 buildings in bush fire prone areas.

N/A

5. Inspections and tests

List the applicable inspections and tests prescribed under section 36(2)(a) of the *Building Act 2011* (i.e. as prescribed in regulation 27 and Schedule 3 of the Building Regulations 2012)

N/A

6. Declaration

1. This building or incidental structure, if completed in accordance with the plans, specifications and technical documents specified in part 3 of this certificate, will comply with each applicable building standard.
2. I have applied the edition of the Building Code specified in part 2 of this certificate in respect of the building or incidental structure.
3. A declaration under section 39 of the *Building Act 2011* that a building standard does not apply or is modified in a way as specified in part 2 of this certificate in respect to this building or incidental structure ☐ has been made or ☒ has not been made.
4. Each performance solution that is relied upon to establish compliance with a building standard is shown on the plans and specifications specified in part 3 of this certificate. Where required, I have made the necessary statements in part 4 of this certificate.
5. Where required by the Building Regulations 2012, plans and specifications provided in sufficient detail to allow assessment of compliance with the FES Commissioner's operational requirements were provided to the FES Commissioner at least 15 business days prior to the date of this certificate.
6. Details of any advice given by the FES Commissioner in respect of the plans and specifications are set out in part 4 of this certificate.
7. I have notified the FES Commissioner of the details of any part of the FES Commissioner's advice that is not incorporated in the plans and specifications specified in part 3 of this certificate and the reasons for not incorporating that advice and details of this notification are set out in part 4 of this certificate.
8. Where this certificate relates to a Class 1, Class 2 or Class 3 building, a Class 9 vulnerable use building or a Class 10a building or deck that is located less than six (6) metres from the Class 1, Class 2 or Class 3 building or Class 9 vulnerable use building, I have made the required statements in part 2 of this certificate in respect to bush fire prone areas.
9. I am an independent building surveyor as defined in section 4 of the *Building Act 2011*.

Building surveying practitioner's name

Paul Finucane

Street address
(provide lot number where street number is not known)

Unit no	Street no 9b	Level	Lot no 2
Street name Harnett		Street type Street	Street suffix
Suburb Broadwater		State WA	Postcode 6280
Country (if not Australia)			

OR

PO Box address

PO Box no			
Suburb	State	Postcode	Country (if not Australia)

Email address

paulf@allwestbuildingapprovals.com

Phone/fax

Phone no
0427949635

Fax

Registration details

Registration number
BSP179

Level

Building surveying practitioner's signature



Date
19 May 2025

7. Certificate issued by

**Building surveying
contractor / public
authority's name**

All West Building Approvals Pty Ltd

Street address
(provide lot number
where street number
is not known)

Unit no	Street no 9b	Level	Lot no 2
Street name Harnett		Street type Street	Street suffix
Suburb Broadwater		State WA	Postcode 6280
Country (if not Australia)			

OR

PO Box address

PO Box no			
Suburb	State	Postcode	Country (if not Australia)

Email address

paulf@allwestbuildingapprovals.com


Phone/fax

Phone no 0427949635	Fax
------------------------	-----

**Registration details
(contractors only)**

Registration number BSC2	Level 1
-----------------------------	------------

**Building surveying
contractor/public
authority officer's
signature**

Name (print) Paul Finucane	
Signature 	Date 19 May 2025