

5 CONFIDENTIAL ITEMS**5.2 18 HENSLEY STREET PINNAROO - AWARDING OF CONTRACT****RECOMMENDATION**

That:

1. Pursuant to Section 90(2) & (3) of the Local Government Act 1999 the Council orders that the public, with the exception of the Acting Chief Executive Officer, Acting Manager Infrastructure Services, Manager Property and Development Services, Manager Major Project Delivery and Coordinator Executive Services be excluded from attendance at the meeting held on Wednesday 31 August 2022 for Agenda Item 5.2 18 Hensley Street Pinnaroo - Awarding of Contract;
2. The Council is satisfied that pursuant to section 90 (3) (k) of the Local Government Act 1999, the information to be received, discussed or considered in relation to the Agenda Item 5.2 18 Hensley Street Pinnaroo - Awarding of Contract is:
tenders for the supply of goods, the provision of services or the carrying out of works.
3. The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed by the need to discuss this Agenda Item 5.2 in confidence.

**MOVED COUNCILLOR REBECCA BOSELEY
SECONDED COUNCILLOR ANDREW GRIEGER**

That:

1. Pursuant to Section 90(2) & (3) of the Local Government Act 1999 the Council orders that the public, with the exception of the Acting Chief Executive Officer, Acting Manager Infrastructure Services, Manager Property and Development Services, Manager Major Project Delivery and Coordinator Executive Services be excluded from attendance at the meeting held on Wednesday 31 August 2022 for Agenda Item 5.2 18 Hensley Street Pinnaroo - Awarding of Contract;
2. The Council is satisfied that pursuant to section 90 (3) (k) of the Local Government Act 1999, the information to be received, discussed or considered in relation to the Agenda Item 5.2 18 Hensley Street Pinnaroo - Awarding of Contract is:
tenders for the supply of goods, the provision of services or the carrying out of works.
3. The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed by the need to discuss this Agenda Item 5.2 in confidence.

CARRIED.

5.2 18 HENSLEY STREET PINNAROO - AWARDING OF CONTRACT

Responsible officer: Shilo Wyatt, Manager Property and Development Services

- Attachments:**
1. Tender Submission Built By Andy
 2. Tyson Beck - Quote # QU0014
 3. Tyson Beck - Request For Tender Documentation
 4. 18 Hensley Street Pinnaroo - Tender Assessment Raw Data
 5. 18 Hensley Street Pinnaroo - Tender Assessment Final

Section under the Act	The grounds on which part of the Council or Committee may be closed to the public are listed in Section 90(2) & (3) of the <i>Local Government Act 1999</i> .
Sub-clause and Reason:	(k) - tenders for the supply of goods, the provision of services or the carrying out of works.

Executive Summary

This report enables Council to award the tender for refurbishment of 18 Hensley Street Pinnaroo (SMDC CEO's Residence). Council allocated funding in both the 2021/22 [carried forward to 2022/23] and 2022/23 budgets for the design and implementation of refurbishment works of this property totalling \$134,527.27.

Council has undertaken a wide scale formal tender processes to attract a number of diverse tender submissions for this project, however while there was significant initial interest in the project only two formal tenders were received.

RECOMMENDATION

That Council:

1. Note the content of this report
2. Award the contract for 18 Hensley Street refurbishment works to Tyson Beck General Building for the sum of \$126,613.46 ex GST noting this does not include asbestos removal

**MOVED COUNCILLOR TREVOR HANCOCK
SECONDED COUNCILLOR REBECCA BOSELEY**

That Council:

1. Note the content of this report
2. Award the contract for 18 Hensley Street refurbishment works to Tyson Beck General Building for the sum of \$126,613.46 ex GST noting this does not include asbestos removal
3. In addition to the renovations and accepted quote from Tyson Beck General Building a dishwasher be installed during the kitchen renovations

CARRIED.

Background

Council's Strategic Plan, Goal 3, identifies that Council will deliver the services and facilities to meet community needs. One way that council achieves this is by investing in council property. The CEO's residence is one of the primary mechanisms available to a rural council to attract and hold a suitable and experienced CEO. Council's current residence requires investment to bring it up to a modern standard.

At its 18 February 2022 meeting, Council was provided with robust cost estimates for the refurbishment of its executive staff house located at 18 Hensley Street. A qualified building contractor was engaged to complete a thorough inspection of the premises and prepare a detailed quotation for the works required to renew the property to an appropriate standard.

Context

Council advertised for tenders for 18 Hensley Street works via the SA Tenders website as well as directly targeting contractors via direct email. This therefore opened the Tender process to a significant number of companies, which it was hoped would garner a number of tenders to assess.

The initial tender opened on 15 July 2022 and was scheduled to close 8 August 2022, however one of the companies interested in the works indicated to council that they wouldn't have sufficient time to complete a tender submission within that time frame and therefore requested an extension until 15 August 2022 which was granted.

Council staff then informed other parties regarding the extension and change the official tender dates from the 8 August to the 15 August on the SA Tenders website. At the close of the tender process, two tenders were received, one from Built by Andy and the other from Tyson Beck General Building.

The tender assessment was carried out on a predetermined set of criteria and undertaken by Shilo Wyatt - Manager Property & Development Services and Sara Hyde - Property & Development Services Officer.

Policy and statutory implications

Council has a procurement policy and the tender process has been undertaken in accordance with the policy.

All Council purchases must be carried out in compliance with the Local Government Act 1999 (the Act). Section 49 (a1) of the Act requires Council to develop and maintain procurement policies, practices and procedures directed towards:

- Obtaining value in the expenditure of public money, and
- Providing for ethical and fair treatment of participants, and
- Ensuring probity, accountability and transparency in the procurement process.

Council is not obliged to accept the lowest tender or any tender.

Issues

Council could run a new tender process. This is not recommended as it would delay the project further and because of the issues council has had in getting tenders in the past.

Alternate options

Council could run a new tender process. This is not recommended as it would delay the project further and because of the issues council has had in getting tenders in the past.

Financial implications

Council could decide to award the tender to Built by Andy to ensure an earlier completion date, however this would require a significant increase to the budget for this project.

It should also be noted that although the Tyson Beck General Builder tender is currently under budget there is some potential requirement for some asbestos removal which has not been budgeted for.

Work Health and Safety and Risk implications

There are no risk implications associated with this matter.

Consultation

Council included this capital allocation within the Annual Business Plan and Budget which was the subject of community consultation.

1. SECTION D – TENDER RESPONSE SCHEDULES

SECTION E – TENDER RESPONSE SCHEDULES FOR SERVICES

Schedule 1 Tender Form – Formal Offer


We Andy's Building Services Pty Ltd on 15/08/22
having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of the Request for Tender, do hereby tender to provide and complete the Services described in the Specifications as per RFT in accordance with the Contract for the amounts set out in the Tender Return Schedules attached.

The Tenderer:

1. is subject to the terms and conditions set out in the Conditions of Tendering;
 2. irrevocably offers to perform the Services on the terms of the Contract and the Specifications as per RFT which form part of the Tender Documents subject only to the variations set out in Schedule 12;
 3. confirms that this Tender has been prepared without any consultation, communication, agreement or other arrangement with any competitor regarding:
 - 3.1 prices or methods, factors or formulae used to calculate prices;
 - 3.2 the intention or decision to submit a Tender, or the terms of the Tender;
 - 3.3 the submission of a Non-Conforming Tender; and
 - 3.4 the quality, quantity, specifications or particulars of the Services; and
 4. holds this offer open and capable of acceptance by the Council for a period of 90 days from the closing date.
 5. Has sufficient resources to provide the services required in the context of any other current and anticipated work commitments.
-

The undersigned undertakes that if selected as the successful Tenderer, *I/we* it will execute and be bound by the Contract in accordance with the Conditions of Tendering.

If the Tenderer is a company, it must execute this Tender as follows:

<p>Executed by [Insert Company name] pursuant to section 127 of the Corporations Act 2001</p>	
 _____ Signature of Director	_____ Signature of Director/Company Secretary (Please delete as applicable)
Sulev Suursaar _____ Name of Director (print)	_____ Name of Director/Company Secretary (print)
Date: 15/08/22	Date:
<p>OR</p>	
_____ Signature of Sole Director and Sole Company Secretary	Date:
_____ Name of Sole Director and Sole Company Secretary (print)	Date:
<p>OR Signed for [Insert name of Representative] by an authorised representative in the presence of.</p>	
_____ Signature of witness	_____ Signature of authorised representative
_____ Name of witness (print)	_____ Name of authorised representative (print)
Date:	_____ Position of authorised representative (print)
	Date:

If the Tenderer is an individual, the document must be executed as follows:

Signed by [insert name] in the presence of:	
_____ Signature	_____ Signature of witness
_____ Name of Individual (print)	_____ Name of witness (print)
Date: ___/___/___	Date: ___/___/___

If the Tenderer is a Discretionary Trust, the document must be executed as follows:

Executed by [Insert Names of Trustees] as Trustees for the [Insert Names of Trust]	
_____ Signature of Trustee	_____ Signature of Trustee
_____ Name of Trustee (print)	_____ Name of Trustee (print)
Date: ___/___/___	Date: ___/___/___

If the Tenderer is a partnership, the Tender must be executed as follows:

Partner 1:


Signed by [insert name] in the presence of:	
_____ Signature of witness	_____ Signature of partner
_____ Name of witness (print)	Date:
_____ Address of witness (print)	
Date:	

Partner 2:

Signed by [insert name] in the presence of:	
_____ Signature of witness	_____ Signature of partner
_____ Name of witness (print)	Date:
_____ Address of witness (print)	
Date:	

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Schedule 2 Tenderer's Details

<p>1. Name of Tenderer</p> <p>State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names.</p>	<p>Andy's Building Services Pty Ltd</p> <p>Sulev Suursaar</p>
<p>Australian Business Number (ABN)</p>	<p>95 008 044 200</p>
<p>Australian Company Number (ACN)</p>	<p>008044200</p>
<p>2. Contact person</p> <p>Nominate a contact person for this tender to deal with any questions or queries that may arise.</p>	<p>Thomas Suursaar</p>
<p>3. Registered address</p>	<p>29 Waddikee Road Lonsdale SA 5160</p>
<p>4. Postal address</p>	<p>PO Box 599 Blackwood SA 5051</p>
<p>5. Telephone</p>	<p>0448 806 577</p>
<p>6. Email</p>	<p>thomas@buildbyandy.com.au</p>
<p>7. Tenderer to confirm that any Addenda provided with this Tender have been reviewed and included in the response</p>	<p>Signed: </p>

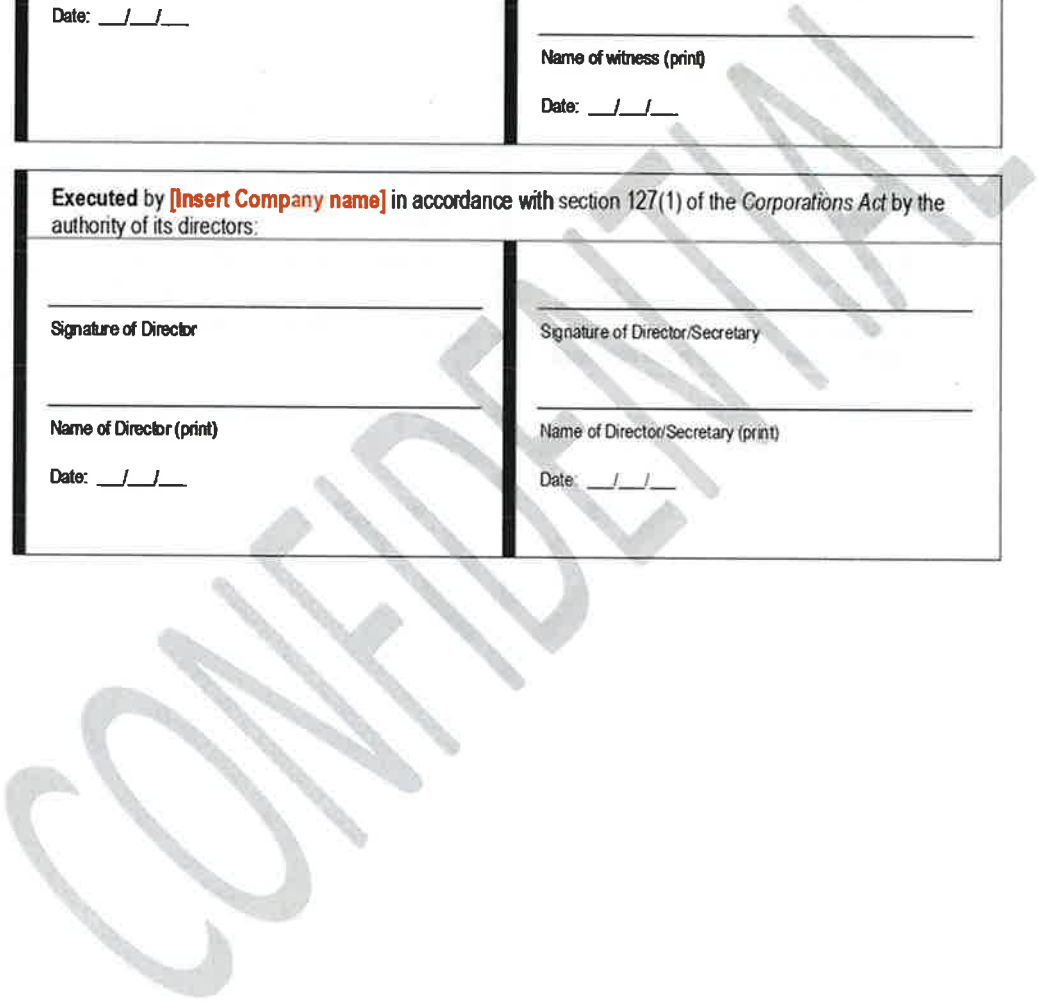
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2. EXECUTED as an agreement

3. By the Council

SIGNED by Shilo Wyatt under delegated authority in the presence of:	
_____ Signature	_____ Signature of witness
Date: __/__/__	_____ Name of witness (print)
	Date: __/__/__

Executed by [Insert Company name] in accordance with section 127(1) of the <i>Corporations Act</i> by the authority of its directors:	
_____ Signature of Director	_____ Signature of Director/Secretary
_____ Name of Director (print)	_____ Name of Director/Secretary (print)
Date: __/__/__	Date: __/__/__



Schedule 3 Financial Capacity

To enable Council to evaluate the capacity of your Organisation to undertake the provision of the Services, the Tenderer is required to provide the following information:

Tenderers are required to demonstrate they have the financial capacity to provide, over the term of the Contract for Goods and/or Services, all the requirements specified. Tenderers are required to consider the information below and complete the schedule accordingly.

Tenderers are required to undertake to provide Council upon request all such information as Council reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Goods and/or Services for which they are tendering and to otherwise meet their obligations under the proposed Contract for Goods and/or Services.

Council reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact the Tenderer concerning the financial information that the Tenderer is required to provide.

The financial assessment is specifically for use by Council for the purpose of assessing Tenders and will be treated as strictly confidential.

Question #	Detail	Please answer Yes or No
1	The Tenderer must indicate whether or not it agrees to assist in the financial assessment process	Yes
2	The Tenderer must indicate that if required it will submit copies of its annual audited documents including but not limited to annual reports and balance sheets, profit and loss statements, and cash flow statements for the last two financial years	Yes
3	The Tenderer must indicate whether or not it will co-operate with an independent financial assessor during the conduct of financial assessments	Yes
4	If the Tenderer provides a 'no' response to any of the above please provide a statement detailing the Tenderer's reasons <i>(the statement should not exceed 300 words)</i> .	

Attach response to Question 4 here or as an attachment if required

Schedule 4 Licences and Accreditation

Provide details of all licences, accreditations or Membership to relevant Industry Peak Body, currently held by the tenderer that would be required or relevant in order to undertake to provide the services of this Tender.

Licence/Accreditation/Membership	Licence/Accreditation Detail	Expiry date (if applicable)

Copy of all licences/Accreditation/Membership is to be attached to this response.

Refer attached licenses and accreditation

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Schedule 5 Insurance

Provide details of insurance currently held by you that would be extended to provide cover for work under the Contract.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per Incident \$A	In aggregate \$A		
Public and products liability	SURA-CONS-228594	\$20m	\$20m	30/06/23	Sura Construction
Professional indemnity (if applicable)					
Property and facilities	SURA-CONS-228594	\$20m	\$20m	30/06/23	Sura Construction
Contents					
Vehicles plant & equipment					Global Transport And Automotive Insurance Solutions
Workers compensation	30108404				Return to Work SA
Directors and officers (if applicable)					
Other					

Schedule 6 Work Health & Safety & Risk Management

Tenderer is to provide WHS information relevant to assessing the capacity and suitability of the tenderer to provide the goods and/or services (without assuming risk) by responding either **Yes or No** below.

Key issues include:

• Is the tenderer aware of its Work Health & Safety obligations?	Yes
• Does the tenderer comply with its legal obligations under the Work Health and Safety Act 2012	Yes
• Has the tenderer identified any WHS risks in the provision of the goods or services and if so determined measures to ensure so far as is reasonably practicable, the health and safety of personnel involved in the provision of the goods or services?	Yes
• Has the tenderer made personnel aware of their WHS obligations and WHS risks in the provision of the goods or services?	Yes
• Has the tenderer been investigated in regard to a WHS incident and, if so, provide the circumstances of the incident and outcome of the investigation.	No
• Has the tenderer been convicted of a work health and safety offence and if so, what were the circumstances?	No
• Has the tenderer undertaken a Third Party Accreditation of it's WHS Policy?	No

Please note: All councils are committed to ensuring the safety of all workers and visitors. This commitment extends to ensuring goods and services purchased meet or exceed all safety requirements and will not, in normal use, pose any or unexpected risks.

The successful Tenderers will be required to undertake Inductions on site for each body of works or supply of goods to be undertaken.

The successful Tenderer must acknowledge that it will, when on any council premises, comply with all reasonable directions of the council, including but not limited to documented procedures relating to WHS, and any security requirements. This obligation extends to all procedures which are notified to the successful Tenderer by the council or which might reasonably be inferred by the successful Tenderer in all circumstances. The successful Tenderer must comply with all requirements under statutory WHS legislations.

Schedule 7 Environmental management systems

Tenderers are to provide details of their environmental management system as follows by indicating **Yes** or **No** or *list information as required*.

Does the tenderer have an environmental management system relevant to the provision of the Goods and/or Services?	Yes
Is the tenderer's Environmental Management System a current ISO 14001 Environmental Management Certification or an alternative Third Party Certification?	Yes refer attached draft Environmental Management Plan
Has the tenderer considered any environmental risks in the provision of the Goods and/or Services?	Yes
If "Yes" has the tenderer identified practicable measures to remove or substantially mitigate these risks?	Yes refer attached draft Environmental Management Plan

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Schedule 8 Quality Systems

Tenderers are to provide details of their Quality System as follows by indicating **Yes** or **No** or *list information as required*.

Does the tenderer have a Quality System relevant to the provision of the Services?	Yes
Is the tenderer's Quality Management System a current ISO 9001 Quality Management Certification or an alternative Third Party Certification?	Yes refer attached QA Policy Introduction page
Has the tenderer considered any risks to Quality in the provision of the Services?	Yes
If "Yes" has the tenderer identified practicable measures to remove or substantially mitigate these risks?	Yes refer attached QA Policy Introduction page

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Schedule 9 Industrial Relations Record

Provide a summary of the Tenderer's industrial relations record over the last three years.

Nil

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Schedule 10 Conflict of Interest

The Tenderers are required to provide details of any interest, relationship or clients which may or do give rise to a conflict of interest, the issue about which that conflict or potential conflict does or may arise and advice of how the disclosed conflict of interest will be managed.

Nil

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Schedule 11 Referees

The Tenderer is required to provide information on past contracts, including referees. Referees may be contacted with regard to the provision of Goods and/or Services offered in the Tenderer's response. The Tenderer must provide the information requested in the tables below for three contracts for the provision of goods and/or services of a similar nature to those detailed in the Specifications undertaken in the last three years or current. The Referees are **NOT** to be current employees of the Council.

Contract Short Title	<i>(Insert response in table or provide as an attachment)</i>		
Brief Description of Services	Design & construct project Andy's Building Services engaged an architect and assisted in the design process to accommodate the Councils requirements. Constructed from painted concrete filled blockwork on concrete slab, structural steel roof framing and Colorbond roof cladding. The facility also contained a fully functional gym, and changeroom area with new floor & wall tiling, plumbing, electrical & mechanical services throughout. Project was very well received from local Council and the community.		
Value of Services (GST Exclusive)	Approx. \$400k	Period of Service Delivery	January 2021-June 2021
Client Name	The District Council of Karoonda East Murray		
Client Contact Name and Position Title	Katrina Fromm		
Client Contact Phone and Email	0407 186 324 katrina.f@dckem.sa.gov.au		

Contract Short Title	<i>(Insert response in table or provide as an attachment)</i>		
Brief Description of Services	Design & construct project Andy's Building Services engaged an architect and engineer to design and build a new viewing area at roof top level for existing yacht club with indoor covered area with new joinery and services. Refurbishment internally with new floor & paint finishes. External steel stair access provided with alterations to existing façade.		
Value of Services (GST Exclusive)	Approx. \$200k	Period of Service Delivery	January 2022-August 2022
Client Name	City of Holdfast Bay		
Client Contact Name and Position Title	Jeff Thomas Building & Facilities Projects Officer		
Client Contact Phone and Email	jthomas@holdfast.sa.gov.au 0409 695 068		

Contract Short Title	<i>(Insert response in table or provide as an attachment)</i>		
Brief Description of Services	Renovation of existing accommodation rooms and bathrooms including fire access stair. Rooms were configured to suit new layout with all new services throughout and new finishes and painting. Existing bathrooms were refurbished with new fixtures and the remediation works to terrazzo floors and toilet partitions. Separate renovations works were carried out to ground floor bathrooms with new wall and floor tiling painting light fittings and fixtures.		
Value of Services (GST Exclusive)	\$800k approx.	Period of Service Delivery	October 2020 – April 2021
Client Name	ALH Group		
Client Contact Name and Position Title	Con Cayas Architect		
Client Contact Phone and Email	0417 983 640 con@cayasarchitects.com.au		

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Schedule 13 Organisation Structure, Facilities and Resources

1. Organisation structure

Provide details of the staff and the organisation structure proposed to be used for performance of the Services. Details must include but not be limited to:

- Company structure to be used to support the Services including size and location of office, organisation structure
- Details of the award, enterprise agreement, and/or local area workplace agreement, under which staff will be employed, and rates of pay, conditions, or allowances.

Refer attached company Organisational Structure & Personnel

2. Employees

Provide details of number of staff proposed to be used and their qualifications and experience

Refer attached company Organisational Structure & Personnel

3. Other details (eg specific plant & equipment, vehicles)

Refer attached Company Profile

4. Facilities

Andy's Building Services are based in Lonsdale at 29 Waddikee Road. We have a complete office facility and storage yard with all plant, tools, machinery and resources stored safely.

5. **Proposed subcontractors**

Provide details in the Table below the proposed sub-contractors or other representatives to be employed or engaged by the Tenderer. The Tenderer must define the scope and extent of Services and provision of items to be provided by sub-contractors.

Subcontractor's name and address	Services to be provided	Item(s)
AC Demolition	Demolition	
Professional Traded Group	Plumbing	
Energy Scene Electrical	Electrical/Mechanical Services	
Sinabro Tiling	Tiling	
Biggins Carpets	Floor Coverings	
Distinctive Blinds	Blinds	
Painters in Adelaide	Painting	

6. **Contingency arrangements**

Provide details of contingency arrangements should any facilities, sites or employees required to provide the Services become unavailable in the short and long term.

Andy's Building Services have the capability to complete key trades in house should subcontractors not be available, please refer to our company profile. We also have a wide database of subcontractors to select should any key personnel not be available.

Schedule 14 Experience

1. Past performance

For how many years has the Tenderer engaged in the type of work included in the Services?

40 years _____

Has the Tenderer had an appointment terminated on a project in the last five years? If yes please provide brief details.

No _____

Has the Tenderer terminated a project in the last five years? If yes please provide brief details.

No _____

Has the Tenderer refused to continue providing services under a contract in the last five years unless the terms or payments were changed from those which were originally agreed? If yes please provide brief details.

No _____

2. Current contracts and Other Commitments

Provide a summary of current engagements for local government and any other commitments

Coromandel Valley Primary School New Retaining Wall

Hotel Victor Accommodation Upgrade

Schedule 15 Customer Service Plan

Tenderers must demonstrate their capacity and skill in regard to the provision of customer service. Tenderers must describe what systems they will use and performance levels that will be achieved in the provision of advice and response to enquiries, complaints, and requests for assistance from members of the public. This must include but not be limited to:

- procedures for the handling of all enquiries and complaints;
- staff education programs to ensure highest levels of customer service are attained and maintained;
- indicative performance standards for handling of enquiries and complaints, including specific time scales;
- number and qualifications of staff who will provide this service;
- location/s of enquiry and assistance points where enquiries and complaints will be managed;
- hours of availability of customer service and supervisory staff;
- how the complaints register will be maintained;
- proposed information leaflets, forms and reports that will be used in providing this service

Refer attached draft Customer Service Plan

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Schedule 16 Implementation Schedule and Transition Plan

1. Implementation schedule

Tenderers must provide a comprehensive project plan or Gantt Chart that encompasses all activities required as outlined under Section C – Specification, including timelines for each activity from Contract execution to Contract 'start date'.

Refer attached Preliminary Construction Program

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Schedule 17 Value Added Services, Improvements and Innovations

Provide details of any other benefits you can offer to improve the level of service or value of your Tender.

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Schedule 18 Pricing**All prices must be listed exclusive of GST**

Provide a breakdown of the costs for the Services and/or each type of Service required (if applicable) and/or breakdown of fixed and variable costs (if applicable).

Pricing that has not been included in the tendered price may not be approved for payment by the Council without full justification and final approval at the discretion of the Council. It is therefore essential that all possible charges are listed within the fixed price below.

FIXED PRICE \$178,030.00 PLUS GST**The above Fixed Price is made up of the following elements:**

Description [List all charges – eg wages, travel, incidentals and where applicable, the CITB Levy]	Unit (eg Rate per Hour & Hours allocated, km travelled etc)	Price (ex GST)	GST Component	Price (inc GST)
Preliminaries		\$6,451.50		
Demolition		\$11,973.20		
Concrete		\$6,336.50		
Carpentry 2 nd Fix		\$5,462.50		
Ceilings & Wal Linings		\$12,790.01		
Shower Screen & Mirrors		\$2,300.00		
Plumbing Services		\$7,320.21		
Electrical Services		\$12,650.00		
Mechanical Services		\$14,610.75		
Painting		\$11,776.00		
Tiling		\$20,516.00		
Joinery		\$38,075.58		
Curtains & Blinds		\$8,326.00		
Floor Coverings		\$9,941.75		
PC Sums		\$9,500.00		

Schedule 19 COVID- 19 Existing Conditions

Respondents must demonstrate and provide details as to how it intends to manage the potential impacts and disruptions that may arise from the presence of the COVID-19 pandemic (**Existing Conditions**) and any strategies that will be employed to mitigate same.

1. Cash Flow		
The Respondent must identify any issue(s) that the Existing Conditions may have on the Respondent's cash flow and how it intends to mitigate or manage such an issue.		
Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact
Nil		

2. Supply Chain – Materials		
The Respondent must identify any issue(s) that the Existing Conditions may have on the Respondent's supply chain and how it intends to mitigate or manage such an issue.		
Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact
Unforeseen material shortages	Possible delays or material unavailability	Order materials upon tender being awarded monitor supply chain

3. Programme		
The Respondent must provide details as to any issue(s) resulting from the Existing Conditions that may disrupt their intended program for the delivery or supply of [services / goods / works] and how it intends to mitigate or manage such issues, should they arise.		
Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact
Unforeseen material shortages	Possible delays or material unavailability	Order materials upon tender being awarded monitor supply chain

4. Work Force			
<p>The Respondent must provide details as to any issue(s) resulting from the Existing Condition that may disrupt or impact the Respondent's workforce. The Respondent must also provide how it intends to conform to any social distancing requirements or directives applicable at the time of the engagement.</p>			
Issue	Potential or foreseen disruption and/or impact	Social distancing practices and/or relevant policies of the Respondent	Intended management strategy to mitigate or avoid disruption and/or impact
Work force in quarantine	Selected labour unable to attend site	Refer attached Covid-19 Policy	Refer attached Covid-19 Policy

5. Transportation Impediment		
<p>The Respondent must identify any issue(s) that any law, directive or requirement which prevents, delays or interrupts travel by air, sea, rail, road or any other means over or across international, national and internal borders as a result of the Existing Conditions may impact or disrupt the Respondent's logistics in providing the [goods/ services/ works] .</p>		
Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact
Supply chain issues or delays	Possible delays or material unavailability	Order materials upon tender being awarded monitor supply chain source alternative suppliers

6. Policies		
<p>Respondent is required advise what policies it has adopted to deal with, and mitigate the impact of, the COVID-19 pandemic.</p> <p>**Respondent to attach copies of relevant policies to its Response.</p>		
What Policy?	Relevant clause in Policy	How does it deal with COVID-19
Refer attached Covid-19 Policy	Refer attached Covid-19 Policy	Refer attached Covid-19 Policy

7. Contract Terms		
List any clauses in the [insert description of relevant contract in this procurement] which will be impacted by the COVID-19 pandemic and how you propose to deal with them		
Issue	Clause in Contract	Intended management strategy to mitigate or avoid disruption and/or impact
Nil	N/A	N/A

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Date 14 - 08 - 2022

To: Shilo Wyatt**Project: 16 Hensley St. Pinnaroo , Council CEO house refurbishment**

Dear Sir:

We are pleased to be able to submit to you our price to construct the above-mentioned project. Our quote is based on the documentation received & site inspection all as below.

Scope of Works included:**1. Preliminaries**

We have allowed for,

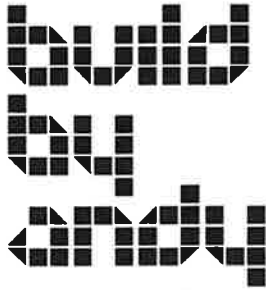
- Supervision, project management and administration.
 - Mobilisation.
 - All work to be carried out in normal working hours, unless nominated otherwise.
 - Site amenities to be made available to the builder free of charge
 - Power and water etc to be provided free of charge to builder by client.
 - Removal of our rubbish only.
 - Builder's clean only at the completion of our works.
 - Removal of excess materials waste progressively.
 - Mutually agreed contract & conditions prior to commencement.
- Our quotation is commercial in confidence.
 - This quote is based on current material prices at date of quote.
 - Tender validity period is 30 days.
 - All material costs are current at the date of tender and are subject to cost adjustments when orders are placed.

2. Demolition

We have allowed for,

- Complete demolition of bathroom, complete removal including fixtures and fittings, wall and floor tiles, ceiling and wall linings, screed removal to 50mm thick, concrete slab removal to 100mm thick
- Complete demolition of laundry and toilet, including all fixtures and fittings, wall and floor tiles, wall linings as required to complete new works, ceiling linings as required to complete new works, screed removal up to 50mm thick.
- Removal of existing kitchen joinery items, removal of wall and splashback tiles.
- Removal of existing pantry area in preparation for new kitchen layout.
- Removal of existing Linen cupboard and damaged wall linings.
- Removal of existing Master bedroom robe.
- Removal throughout of all floor coverings, removal of all blinds and curtains.
- Removal of existing front screen door.
- PC sum allowance of \$2,500 for asbestos removal included in tender sum

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andy@buildbyandy.com.au
ABN: 95 008 044 200



3. **Plumbing**

We have allowed for,

- Disconnection and making safe of services required for our works.
- Underfloor drainage upgrade in bathroom to suit new strip grate to shower and new bath connection plumbed underfloor.
- Supply & install a new 100mm reinforced concrete slab to bathroom.
- Existing underfloor drainage in toilet and laundry to remain.
- Replace breacher with new in wall shower mixer, new shower head, strip grate, free standing bath, and vanity to bathroom
- New laundry sink and mixer to laundry
- New back to wall toilet to toilet.
- New Kitchen sink and tapware to kitchen
- We have allowed a PC sum of \$4,000 for the supply of tap, sanitaryware and sundry hardware to client selection, included in tender sum

4. **Electrical**

We have allowed for,

- Disconnection and making safe of services required for our works
- Supply and install 4 x external lights
- Supply and install safety switch on lighting circuit
- Replace 17 x light switches
- Replace 25 x power points
- Install 1 x additional tv point
- Power to air conditioner
- Supply and install exhaust fan and heat lamp to bathroom
- Supply and Install replacement lights to bedrooms, laundry, hallway, kitchen, lounge, family room and dining room
- Replace 2 x smoke detectors
- No allowance for switchboard or cabling upgrade

5. **Air Conditioning.**

We have allowed for,

- Supply and install of a 10kw Mitsubishi ducted reverse cycle air conditioner.

6. **Carpentry**

We have allowed for,

- New trimmers in walls to suit new mixers and vanity.
- Repair skirtings in area affected by existing pantry removal.
- New front screen door
- Plane, adjust and ensure smooth operation of existing front door and existing hardware.
- New shower screen, semi frameless.
- Install new toiler roll holder, towel rails, mirror, shelf/soap dish to bathroom.

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7. **Internal Linings**

We have allowed for,

- New 13mm wet area flushed plasterboard wall linings in bathroom, toilet and laundry.
- New 10mm flushed ceiling plasterboard to ceilings in bathroom
- New 10mm flushed plasterboard wall linings to Linen cupboard
- New 10mm flushed plasterboard wall linings to areas affected by demolition of kitchen and pantry.
- New 10mm flushed ceiling plasterboard to repair damaged area of ceiling above existing kitchen
- Patch throughout home, in preparation for paint.

8. **Tiling**

We have allowed for,

- Waterproofing to all wet areas as required.
- Screed to floor
- Floor tiles to bathroom, laundry, and toilet to be Beaumont tiles, Lagoon grey Microtec textured 300 x 300
- Skirting tiles to match floor tiles in toilet
- Wall tiles full height through bathroom and laundry, to be Beaumont tiles Visionary white gloss 300 x 600
- Splash back to kitchen to be Beaumont tiles Visionary white gloss
- Grouting to all tiles, colour to be confirmed.

9. **Joinery**

We have allowed for,

- Standard matt finish 16mm melamine doors and panels with 1mm abs edging to kitchen, laundry, and bathroom vanity
- Standard matt or flint finish 33mm postformed laminate benchtops to kitchen, laundry, and bathroom vanity
- Soft close doors and draws wherever possible
- Handles selected from standard range
- Painted MDF bulkheads to ceiling in kitchen and laundry
- Provision for 900mm wide fridge, 600mm wide oven, dishwasher, sink, hotplate and rangehood to kitchen.
- Sliding door robe to master bedroom, including 2 x mirror panels and 2 x solid panels. 2 x 4 draw towers with adjustable shelving above, 1 bay full height single hanging, 1 bay with double hanging. Standard matt finish 16mm melamine with 1mm abs edging, standard 33mm laminate postformed benchtop, handle selected from standard range, soft close draws.
- Linen cupboard with 2 sets of standard matt finish 16mm Bi-fold doors with 1mm abs edging, white shelving internally.

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10. **Painting**

We have allowed for,

- Preparation of all internal walls and ceilings
- 2 fresh, new colour coats throughout to walls and ceilings
- Additional cost option to prepare and paint all woodwork, doors and frames, skirtings, reveals, architraves, front door in a 3 coat system. Additional \$11,400 + GST

11. **Floor Coverings**

We have allowed for,

- Supply and install 10mm foam underlay with Godfrey Hirst Classic City twist pile broadloom carpet to bedrooms
- Feather screed subfloor and allow to ramp to match to wet areas
- Supply and install NFD Sunvista 4.5mm vinyl planks to lounge, kitchen, dining, family, entry and passage. Silicon seal to perimeter.

12. **Window Furnishings**

We have allowed for,

- Combo blinds with metal chains and silver base rails, colour to selection, to windows
 - Lounge x 2
 - Kitchen and sliding door
 - WC and Bath
 - Bedrooms x 4

PC Sums included in Tender Sum (excl GST)

1. Asbestos removal \$2,500
2. Tap and sanitaryware supply to selection \$4,000
3. Oven, cooktop and rangehood to selection \$3,000

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GENERAL EXCLUSIONS:

No allowance for works clearly not stated above. No allowance for liquidated damages. No allowance for latent conditions. No allowance has been made for removal of contaminated soil or hazardous materials, re-location of existing underground services not marked on drawings. No allowance for environmental testing or geotechnical engineer. No allowance has been made for any services not mentioned above. No allowance for dust control when not present on site. No allowance has been made for hard digging, rock removal, dewatering of trenches, removal of demolished, contaminated, or buried rubbish from excavations. No allowance for removal of non-engineered fill. No allowance for Council fees and charges, any engineers design or fees and inspection costs, any architectural fees, inspection, or design costs, CITB levy, SAPN fees & charges, SA Water fees, Telstra service to property, Telstra fees & charges, gas (APA) utility fees or charges, any fees, costs, or charges by ETSA or your energy retailer for supplying of temporary power. No allowance has been made for securities, retention, or performance guarantees. No assumptions or allowances have been made for items not clearly detailed on the documents provided. No allowance for project specific Contract Works Insurance.

Note:

Practical completion is deemed to have been achieved once the owner has taken possession of site. Certificate of occupancy is the owner's responsibility. Prior to commencement on site we will require, a full set of all drawings in editable Auto-CAD format and editable PDF format, specification and other documents forming contract in electronic format as required (Microsoft Word, Excel, Adobe PDF, Auto-CAD) for our use in administration, construction, producing shop drawings and for us to provide you (if required by contract) with final As Built Drawings.

Terms and Conditions:

Progress payments to the full value of invoice to be paid 7 days from date of invoice. If payments are not received when due, we reserve the right to suspend all works on project until full payment made. Invoices for progress payments will be issued progressively. Acceptance of this quotation and conditions will be upon receipt of your official purchase order and written instructions to proceed and, if required, completion and acceptance of the relevant standard Master Builders Association Commercial Contract. Commencement of works on site is deemed by Andy's Building Services Pty Ltd that the client has accepted this quotation and the terms and conditions. If there is an inconsistency between these conditions and any part of the request for tender, drawings and specifications provided or the form of contract that it refers to, then these conditions, our quotation and scope of works shall prevail. Our tender submission is provided on the basis of this Scope of Works and the Scope of Works of our Contractors and Suppliers. This quote and our terms and conditions take precedence over all other contract documents.

Due to the volatility of the current market pricing is based on supply costs at Tender date and may be subject to cost escalation. Some materials may not be available when requested. Progress Payments are to be made throughout this project and are subject to the Building and Construction Industry Security of Payment Act 2009 (SA)

All materials for the project, including those fixed on site will remain the ownership of Andy's Building Services Pty Ltd until all payments are made. Due to recent price rises in materials and expected further price rises, this tender is based on current material prices, and may be subject to rise and fall conditions.

All variations to the contract works to be made in writing and shall be paid within 7 days from date of invoice. Builders margin of 10% and an administration fee of 5% apply to all variations. Variation costs will be submitted progressively when all related information and costs are received by us and in a reasonable timeframe. Variation costs will be deemed to be accepted, either by written acceptance or if no correspondence then within 14 days of our submission. A client verbal or written instruction to proceed with variation works on an urgent basis before costs can be priced, that are assessed as variation works by the builder is deemed that the client has accepted the costs relating to that variation. Hourly rate for additional works will be to the current Master Builders Association charge out rates schedule for our own labour.

We reserve the right to claim for goods or any deposit payment required by suppliers or contractors that are held off-site for the purpose of the project. Insurance will be provided for these items if required

This quotation remains valid for 30 days only, after which time this quotation is subject to price increases in materials and labour. Any increases during project will be costed and will require full written approval from client or client's representative before any works continue. Progress payments to the full value of invoice to be paid within 14 days from date of invoice.

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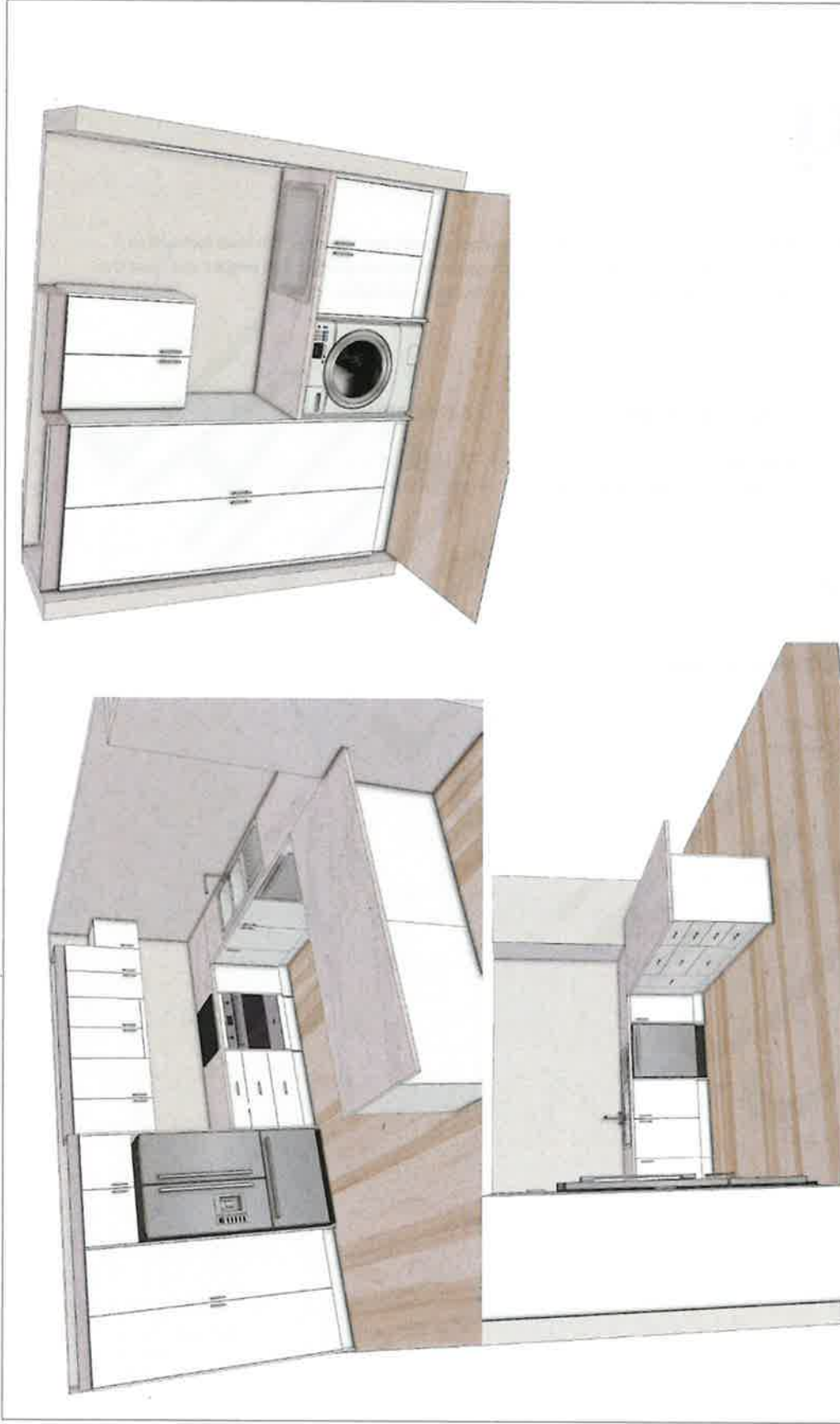
We trust the above is acceptable but please contact us with any queries. We look forward to working with you on this project. We thank you for the opportunity of quoting this project and trust this meets with your approval and assure you of our best attention at all times.


Total Tender Amount excl GST	\$ 178,030.00
GST 10%	<u>\$ 17,803.00</u>
Total Tender Amount incl GST	\$195,833.00

Yours Faithfully,

Sulev A Suursaar
Managing Director.

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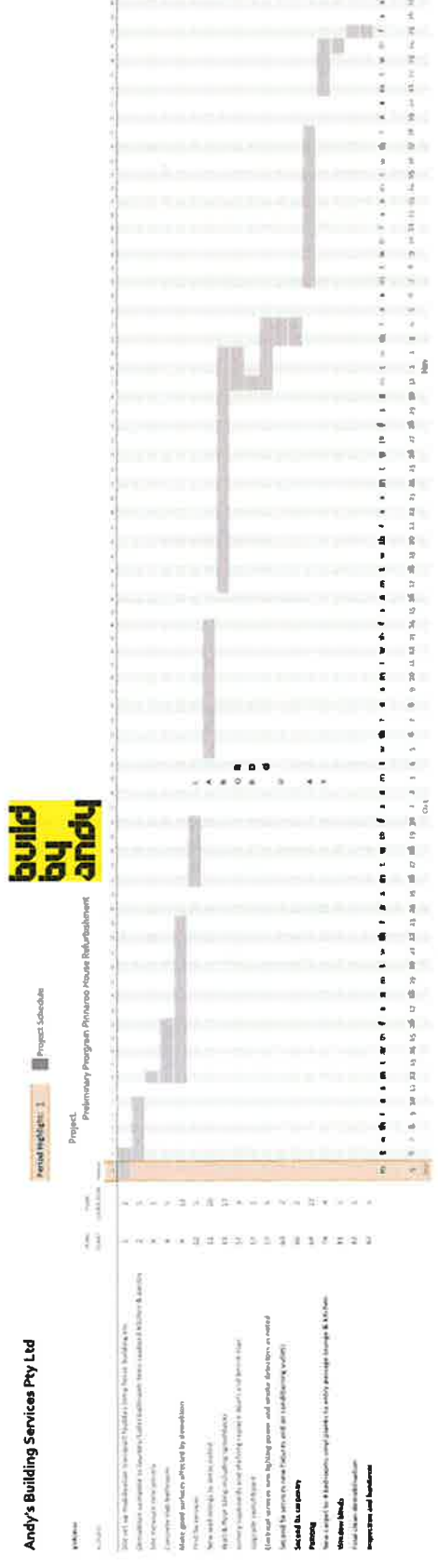


		REVISIONS		Material schedule:		Hardware schedule:		Arch's building services	
		ID	DATE	DESCRIPTION	ITEM CODE	COMPARISON - Description	ITEM	DESCRIPTION	ITEM
1					LM01	Polysac White	Shelf to install	Shelf to install	16 Henealey St Pinnaroo
2					LM02	Polysac White	Shelf to install	Shelf to install	Laundry
3					LM03	Polysac White	Shelf to install	Shelf to install	1:25
4					LM04	Polysac White	Shelf to install	Shelf to install	Page 1
5					LM05	Polysac White	Shelf to install	Shelf to install	Page 1
6							Shelf to install	Shelf to install	Page 1 of 1
7							Shelf to install	Shelf to install	

CUSTOMER APPROVAL

Signature _____ Date _____

These drawings are copyright and must not be used, reproduced or copied in any way without written permission of the originator.



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 NORTH SYDNEY NSW 2060
 PO BOX 1813
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ABN 35 147 580 756
 TELEPHONE 02 9930 9500
 FACSIMILE 02 9930 9501
 SURA.COM.AU



CERTIFICATE OF CURRENCY

ANNUALLY RENEWABLE CONSTRUCTION INSURANCE

This document certifies that the Policy referred to below, is currently intended to remain in force until 4.00pm on the expiry date shown and will remain in force until that date, unless the Policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the Insurance Contracts Act, 1984 as amended.

<p>NAMED INSURED NAMED INSURED'S BUSINESS</p> <p>ADDITIONAL INSUREDS INTERESTED PARTIES SPECIAL CLAUSE POLICY NUMBER PERIOD OF INSURANCE MAXIMUM CONSTRUCTION PERIOD TERRITORIAL LIMITS</p> <p>LIMITS OF LIABILITY</p>	<p>Andy's Building Services Pty Ltd, Commercial and Industrial Builder, including Domestic renovations. Civil Construction.</p> <p>SURA-CONS-228594 30 June 2022 to 30 June 2023 4pm Local Time 78 weeks</p> <p>Section 2 Anywhere in Australia</p> <p>Section 2 Public Liability \$20,000,000 Products Liability \$20,000,000</p> <p>Certain Underwriters at Lloyd's UMR: Section 1:B1000P047712021 Section 2:B1000P047732021</p>
<p>INSURER</p>	

SIGNED

DATED

17 July 2022

IMPORTANT INFORMATION

This Certificate has been arranged by us in our capacity as agents for the Insurer named above. It does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

DISCLAIMER - In arranging this Certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms of the Insurance Contracts Act, 1984 as amended. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation of the policy of insurance.

SURA Construction Pty Ltd is a Corporate Authorised Representative of SURA Pty Ltd ABN 36 115 672 350 AFSL 294313

WORK HEALTH AND SAFETY MANAGEMENT PLAN



**WORK HEALTH AND SAFETY
MANAGEMENT PLAN**

PROJECT NAME	Senate Road Sporting Complex - New Toilets	
LOCATION OF WORKS	Senate Road Port Pirie West SA 5540	
DURATION OF WORKS	October 2022	April 2023
COMMISSIONED BY	Port Pirie Regional Council	
SUPERINTENDENT	Peter Lock	

PRINCIPAL CONTRACTOR

Andy's Building Services Pty Ltd 29

29 Waddikee Road Lonsdale

BLD24079

ABN 95 008 044 200 Phone 0412 831 274

REPRESENTATIVES NAME	POSITION	PHONE NUMBER
Robert Cooper	Project Administrator	0437 697 534
Thomas Suursaar	Project Manager/Site Supervisor	0448 806 577



WORK HEALTH AND SAFETY MANAGEMENT PLAN ANDY'S BUILDING

Page 1

WORK HEALTH AND SAFETY MANAGEMENT PLAN

4. SITE PLAN

5. SITE SECURITY

All areas that are high risk must be fenced off with builder temp fencing or leave existing fencing in place to prevent access. All other internal work areas must be secured with barrier mesh, bollards and signage to identify any further hazard within the site.

The project has a number of high risk activities associated with it and requires a high level of site security. Integrity of the perimeter fences and exclusion zones must be maintained at all times to eliminate the possibility of injury to workers, public and site visitors, and to prevent unauthorized entry.

6. LIST OF SITE SPECIFIC HIGH RISK ACTIVITIES

FALLS FROM HEIGHT (Working on the roof)

The risk of falls whilst working on the roof must be addressed by the sub-contractor in a site specific Safe Work Method Statement. The Roof SWMS must be received and reviewed by Andy's Building Services for final approval prior to the commencement of the activity. This must be supported by the appropriate permit to work.

FALLING OBJECTS (Crain Lifts)

The contractor must prepare a Site Specific Safe Work Method Statement incorporating changes in traffic management if required. The SWMS must be received and reviewed by Andy's Building

WORK HEALTH AND SAFETY MANAGEMENT PLAN
ANDY'S BUILDING

WORK HEALTH AND SAFETY MANAGEMENT PLAN

Services for final review prior to the commencement of the activity. This must be supported by the appropriate traffic management plan if required.

FALLS FROM HEIGHT/ FALLING OBJECTS (Erection of scaffolding and steelwork)

There is a risk of objects falling and injuring workers and others below and this must be addressed by the sub-contractor in a site specific Safe Work Method Statement. The SWMS must be received and reviewed by Andy’s Building and forwarded to the Council for review prior to the commencement of the activity. This must be supported by the appropriate permit to work.

ASBESTOS REMOVAL

An approved ASBESTOS REMOVAL PLAN must be submitted by the asbestos removal contractor prior to commencement of the activity in accordance with;

- Code of Practice for the Safe Removal of Asbestos – NOHSC:2002 (2005)
- How to Safely Remove Asbestos – Code of Practice (Safe Work SA)
- Work Health and Safety Act 2012
- Work Health and Safety Regulations 2012

Asbestos is to be removed from the area. All other activities in relation to the asbestos removal must be done within the asbestos work area defined as the builder’s enclosure on the site plan.

The integrity of barriers, fencing and signs must be maintained for the duration of the asbestos removal to prevent unauthorised entry. All entry points to the asbestos work area must be clearly signposted.

All asbestos removal must be undertaken when the site is unoccupied. This means no unauthorised persons are permitted on site. Co-operation and co-ordination with asbestos removal personnel and the builder is required to ensure non-essential persons are not put at risk.

Air monitoring must be performed to ensure control measures are effective.

Disposal of asbestos waste will be in accordance with legislation and guidelines for the transport and disposal of asbestos waste. This must be supported by the appropriate permit to work.

7. SAFE WORK METHOD STATEMENTS

A Risk Assessment and Safe Work Method Statement is required for each of the high-risk activities listed above, prior to any of these activities commencing. These must be submitted to Andy’s Building Services (5) days prior to commencement for review and to ensure compliance. The Project Manager will then consult with other sub-contractors so that when work overlaps, each can control any associated hazards and risks.

All high-risk activities and Safe Work Method Statements will be discussed in cooperation with all subcontractors at a pre-commencement meeting. Further consultation will continue on a weekly basis at site meetings or at any time site conditions change. The Project Manager/Site Manager will inform all affected parties of any changes to Safe Work Method Statements.

WORK HEALTH AND SAFETY MANAGEMENT PLAN

All workers engaged in high risk activities are required to read and understand and to sign the Safe Work Method Statement prior to commencement. All workers must be informed of any changes to Safe Work Method Statements through tool box meetings.

The Site Manager will monitor compliance with Safe Work Method Statements. Non-compliance will require all work to stop immediately, if it is safe to do so, and not recommence until compliance has been achieved.

8. RISK ASSESSMENT AND JOB SAFETY ANALYSIS (JSA's)

All sub-contractors must conduct a risk assessment and submit evidence of that procedure and the developed safe systems of work prior to commencement. Generic JSA's are acceptable however, JSA's must contain site specific hazard control measures. These must be submitted to Andy's Building Services (3) days prior to commencement.

All workers must read, understand and sign their JSA's.

If the activity has the potential to disturb existing asbestos hazards no work can commence and a site specific Safe Work Method Statement must be submitted for approval.

9. PERMITS TO WORK

The following activities will require a permission to work form to be submitted by the Site Manager;

- Hot works (any activity that creates heat or a source of ignition)
- Confined Space

A General Permission to Work is required for the following activities;

- Work near EMF equipment (e.g. telecommunications)
- Electrical Infrastructure (not live work)
- Roof access
- Working at heights (over 3 meters)

The permit is issued to the worker engaged in that activity. All conditions set out in the permit must be adhered to and the permit signed and returned on completion of the activity. All permits to work must be accompanied by a JSA/SWMS and reviewed by the Site Manager.

NOTE: 48 HOURS REQUIRED FOR APPROVAL

10. ISOLATION FORMS

Isolation forms must be filled out and approved for the following;

- Isolation of essential services (water, gas, electricity etc.)

NOTE: 48 HOURS REQUIRED FOR APPROVAL

WORK HEALTH AND SAFETY MANAGEMENT PLAN

11. SITE SAFETY RULES

- All workers must attend an Andy's Building Services Site Specific Induction prior to commencement.
- All workers must have completed a Construction General Induction – White Card.
- All workers must sign their relative Job Safety Analysis / Safe Work Method Statement.
- All workers must be licenced or trade qualified for their relative activity
- Workers must sign in and out of the Contractor log daily.
- All workers must wear required P.P.E. as per their JSA. Hi-vis and Steel capped footwear are mandatory.
- Entry is to be confirmed.
- Parking on site is permitted but at the discretion of building works access and egress for site.
- All electrical power tools must be tested and tagged.
- Portable Residual Current Devices must be used on all power tools.
- All tools and equipment must be in good order with all guards fitted.
- All workers must be licensed to use any plant.
- Plant log books must be filled in daily.
- All workers must keep work areas clean and clear of debris.
- Workers must report any unforeseen hazards/risks to the Site Supervisor.
- No smoking on site.
- Amenities are located on the ground on site and must be kept clean at all times.
- Workers must obey any reasonable request by the Safety Officer, the Client representative or Project Manager in respect to Site Safety.
- If additional asbestos is discovered or disturbed, work must stop immediately and the supervisor, project manager and client informed.

12. EMERGENCY PREPAREDNESS AND RESPONSE

Preparation for emergency situations aims to minimise the nature and extent of injuries to workers, members and visitors, damage to property and harm to the environment that might ensue from an emergency situation.

An evacuation plan is displayed within the site office and covered under Andy's Building Services Site Specific Induction. The plan shows the assembly area. Warnings will be either verbal or by other means, at this time all workers and visitors are to cease work and evacuate the premises without delay.

Fire extinguishers are located throughout the site. Workers should not attempt to fight a fire unless they have been trained.

WORK HEALTH AND SAFETY MANAGEMENT PLAN

Evacuation Plan

EXCAVATION RESCUE PROCEDURES

While a person is in a trench, there shall be at least one other person at ground level. This shall be adhered to at all times. In the event of a collapse, the worker on top may have some idea where the trapped worker could be located.

In the event of a collapse the following procedure should be adopted:

- Immediately to telephone for emergency services that may be needed. Ensure that the caller is relatively calm and can communicate clearly.
- Look for evidence of where the trapped person is e.g. tools, safety helmet etc.
- Try to locate what section of the collapsed excavation/trench the person is trapped in.
- Clear the area of all non-required personnel.
- Identify if any further collapse is likely.
- Establish and arrange for a person to monitor a safety zone.
- If possible, batter the sides of the excavation/trench in the collapsed area.
- Install shoring where possible to protect the trapped person and the rescuers.
- Carefully remove the collapsed soil with shovels. NEVER have anyone on top of the collapsed soil. They may be on top of the person trapped beneath the soil.
- If the excavation/trench is over 1.5 metres deep, rescuers SHALL wear safety harnesses with lifelines attached securing them to the surface.
- When the digging is close to the trapped person, continue excavation using hands.
- If shovels have to be used, extreme care must be taken not to cause any further injury to the person who is trapped.
- When the trapped person has been located, clear soil from around the head and chest areas.
- Check for breathing and a pulse.
- If breathing has stopped – commence expired air resuscitation (E.A.R.) and continue until emergency services have arrived and have taken over.
- If breathing has stopped and no pulse is present, commence E.A.R. and C.P.R. and continue until emergency services have arrived and have taken over.
- After the trapped person has been freed, treated and stabilised by the emergency services personnel, make arrangements for the person to be removed from the excavation/trench in a safe manner, ensuring that no further collapse occurs during this operation.

After the trapped person has been removed from the collapsed excavation/trench:

- Follow accident reporting procedures, taking into account all related legal requirements.
- Take the appropriate actions to preserve the accident scene.
- Take photographs of the accident scene.

WORK HEALTH AND SAFETY MANAGEMENT PLAN

SPILL RESPONSE PROCEDURES

The basic steps of cleaning up emergency and non-emergency spills or leaks are similar. The primary differences are;

- The type and degree of hazard.
- Location of the spill or leak.
- Level of training.
- Types of PPE necessary to clean up the spill safely.

Even non-emergency spills take knowledge and training to clean up safely.

1. Once noticed, the worker must remove themselves from the immediate area to evaluate the situation without exposing themselves to danger. This may not be required if the nature of the spill is known or minor.
2. Know what you are dealing with (check the Material Safety Data Sheet).
3. Create an exclusion zone and only respond if you are suitably trained.
4. Have the required materials and equipment at hand for the emergency response personnel.
5. Wear the appropriate Personal Protective Equipment.
6. Control the spill or leak.
7. Clean up the spill or leak.
8. Dispose of contaminated materials appropriately.
9. File an incident report.
10. Replenish all supplies.

WORK HEALTH AND SAFETY MANAGEMENT PLAN

13. FIRST AID & INJURY MANAGEMENT

All injuries must be reported to the Site Manager or Project Manager and an Injury form completed. These forms are kept in the site folders.

First Aid boxes are located in the site office and all Andy’s Building Services vehicles.

FIRST AID OFFICER – Thomas Suursaar

NEAREST HOSPITAL	NEAREST MEDICAL CENTRE
Port Pirie Regional Health Service - The Terrace & Alexander Street Port Pirie SA 5540	Port Pirie Regional Health Service - The Terrace & Alexander Street Port Pirie SA 5540

IMPORTANT CONTACTS	PHONE NUMBER
POLICE FIRE & AMBULANCE	000
POISONS INFORMATION CENTRE	131 126
POLICE RESPONSE	131 444
SAFEWORK SA	1800 777 209
ENVIROMENTAL PROTECTION AUTHORITY	8204 2004

14. INCIDENT MANAGEMENT

All incidents and near misses must be reported to the Site Manager who will pass that information to the Project Manager to notify any relative authorities. If necessary, the Site Manager will isolate the incident area and preserve it for the investigation.

15. HAZARDOUS CHEMICALS

All contractors are required to supply Andy’s Building Services with Safety Data Sheets for all Hazardous Chemicals brought into the work zone. These will be recorded in the Hazardous Chemicals Register in the site office.

Bulk storage of hazardous chemicals is not permitted on site. All workers must be trained in the correct handling and use of hazardous chemicals and wear the correct personal protective equipment.

16. SAFETY AUDITS

Andy’s Building Services will conduct regular safety walks/audits to ensure compliance with all safety matters. Non-compliances will be issued via a project Safety Directive and must be responded to as soon as practicable.

Workers are encouraged to participate in weekly safety walks and will be informed of any issues at regular weekly toolbox meetings.

17. COMMUNICATION

Communication of WH&S matters will be via email and during site meetings where Site Minutes have a WH&S component. Workers will be informed at prestart toolbox meetings of any WH&S matters or changes and signage will be posted on the site notice boards.

18. SITE ENVIRONMENTAL PROTECTION PROCEDURES

Andy's Building Services is committed to the protection of the environment from pollutants as a result of our work activities. All workers, sub-contractors, suppliers, service companies and clients are expected to comply with the spirit of Andy's Building Services Environmental Policy.

Andy's Building Services has identified significant environmental aspects such construction waste and its effect on landfill, contaminated water entering the stormwater system and the storage and use of chemicals. Our aim is elimination or reduction of these pollutants.

We shall accomplish this by implementing the following environmental protection measures and managing building waste in accordance with the hierarchy shown below;



Avoid producing waste; where possible, materials such as timber, plasterboard etc. will be ordered pre-cut to our required lengths.

Reduce the amount of waste produced; order only what is required and return quantities to suppliers such as bricks and tiles.

Reuse materials; returning packaging such as pallets and cable drums to suppliers. Re-using timber, insulation, glass etc.

Recycle waste materials; separate waste and recycle steel, aluminium, bottles & cans and where possible glazing and gyprock.

Treat waste before disposal; separate solid waste such as water based paint and plastering materials from wash down water.

WORK HEALTH AND SAFETY MANAGEMENT PLAN

Dispose of water correctly; dispose of solid waste and oil based paints to licensed waste depot.
Wash down water to the sewer system not the stormwater system.

Everyone is expected to;

Put waste in bins designated for that waste. Bins are labelled as follows:

- Cans and Bottles
- General Waste
- Scrap Metals
- Cardboard and Paper

Return to suppliers any excess building materials and packaging.

Use wash-down areas as designated by the Site Supervisor.

Prevent contaminants from entering the stormwater drains. This includes concrete and brick dust or slurry, paint, plaster or chemicals.

Ensure vehicles do not carry mud or slurry onto roadways.

Suppress any dust created by your work activities in particular during excavations and the use of rubbish chutes, and minimise noise and vibration created by your activities

Refer to EPA's 'Handbook for Pollution Avoidance on Building Sites'

Use sedimentary and erosion controls as required to prevent soil erosion and sediment entering the stormwater system. The picture below shows an area that will require sediment control for the duration of the earthworks. This must be installed and maintained by the earthworks contractor.

19. REVIEW

Andy's Building Services will review and revise this plan to ensure it remains up-to-date and relative to the project. Where reasonably practicable, the review process will be undertaken with consultation with the client, workers and sub-contractors at the workplace. All personnel involved with this construction project will be made aware of any changes to the Work Health & Safety Management Plan.

This Work Health & Safety Management Plan was reviewed by Sulev Suursaar on 31/03/22

Signed:

OFFICIAL: Sensitive



Certificate of registration

Return to Work Act 2014

Employer number 30108404
Employer name ANDY'S BUILDING SERVICES PTY LTD
Trading name Build By Andy

Date of issue: 24 July 2022

Statement of coverage valid until 30 June 2023

This employer is registered as an employer under the *Return to Work Act 2014* (the Act).

ANDY'S BUILDING SERVICES PTY LTD is registered from 01/07/2019.

The information provided in this Certificate of registration is correct at the date of issue.

Important information

A certificate of registration is issued in South Australia to certify that an employer is registered under the Act. This certification is valid until 30 June 2023 or until ANDY'S BUILDING SERVICES PTY LTD ceases to be an employer who is required to be registered under the Act.

If there are any errors on this form, please inform ReturnToWorkSA within 30 calendar days. If you do not do this, under section 165(6) of the Act a maximum penalty of \$5,000 may apply.

A copy of this certificate must be produced within 30 days where requested by a person authorised under section 165(8) of the Act. A maximum penalty of \$1,000 under section 165(3) of the Act may apply.

A person who fraudulently alters a certificate of registration issued under section 165 of the Act is guilty of an offence. A maximum penalty of \$25,000 under section 165(5) of the Act may apply.

If you require any further assistance or information, please contact ReturnToWorkSA on 13 18 55 or by email to info@rtwsa.com.

ReturnToWorkSA

400 King William Street Adelaide SA 5000 • GPO Box 2668 Adelaide SA 5001 • ABN 83 687 563 395

General Enquiries 13 18 55 • www.rtwsa.com

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PS0026

Consumer and Business Services



Government of South Australia
Attorney-General's Department

CONTRACTORS LICENCE

Building Work Contractors Act 1995

This is to certify that
ANDY'S BUILDING SERVICES PTY LTD

is licensed/registered to carry on the business of

Building Work Contractor

TRADING NAMES:

BUILD BY ANDY

CONDITIONS:

- BUILDING WORK CONTRACTOR WITH CONDITIONS
- BUILDING WORK NOT EXCEEDING TWO STOREY
- REFURBISHMENT
- SPECULATIVE BUILDING WORK

Lic/Reg number: BLD 24079

Expires: 31-01-2023

Date first issued: 02-10-1984

COMMISSIONER FOR CONSUMER AFFAIRS

POLICY

CORONAVIRUS (COVID – 19)

CORONAVIRUS POLICY – Guidance



Like many businesses, we at Andy's Building are actively monitoring developments and following the guidance and advice of the World Health Organisation (WHO) & the Department of Health in Australia, the Australian Government and the South Australian Government.

World leaders, together with our Federal and State Government have and continue to take strong steps to attempt to prevent the spread of the Coronavirus for the health, safety and well-being of our population. With this in mind, We wish to advise that Andy's Building will be taking whatever steps necessary and those enforced by Government officials to ensure we keep you all safe and do our part in preventing the spread of this virus.

Please be respectful to everyone and ensure social distancing is adhered to at all times. Please use sanitiser or wash hands thoroughly before entering the workplace and adhere to their requirements when collecting or delivering supplies. The measures have been put in place in the best interests and health and safety of everyone.

We will advise you of any further updates as they arise and ask that you try to limit the visits to the office.

Our top priority as we navigate the ongoing COVID-19 situation together, is the health and safety our customers, suppliers, employees, our families and our local communities, minimising the disruption to our projects.

If we all follow these basic steps, we can all help the spread of this Virus and keep everyone safe and healthy.

This Policy applies to all employees, subcontractors and suppliers entering Andys Building Construction Sites and the Lonsdale Office/Workshop.

The Management of Andy's Building have implemented the following sanitary measures to avoid the disruption of our projects:

Sulev Suursaar

Director

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Version:	01	Owner:		Authorisation:	HR Manager
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POLICY

CORONAVIRUS (COVID – 19)

1. PURPOSE

To identify hazards and control the risks of exposure to, and spread of, coronavirus in the workplace.

2. APPLICATION

This Policy applies to all workers of Andys Building

For the purpose of this policy, 'worker' has the same meaning as section 7 of the *Work Health Safety Act 2012* (SA).

3. BACKGROUND

3.1 Coronavirus (COVID-19) is a respiratory illness caused by a new virus. The outbreak was first reported in December 2019 in Wuhan City in China.

3.2 People with coronavirus may experience fever, flu-like symptoms such as coughing, sore throat and fatigue and shortness of breath.

3.3 Exposure to coronavirus is a potential hazard for workers and other people in the workplace.

3.4 Currently in Australia, people most at risk of contracting the virus are people who:

- have been in a high risk country or region recently; and/or
- have been in close contact with someone who is a confirmed case of coronavirus

3.5 As at 23 March 2020, a person must isolate themselves for a 14-day period if they:

- have returned to Australia from overseas; or
- have returned to South Australia from Interstate
- have been in close contact with a confirmed case of coronavirus.

4. POLICY GUIDELINES

4.1 The Company is closely monitoring the Australian Government Department of Health advice regarding the coronavirus. Our focus is to ensure a safe environment for our staff and contractors.

4.2 The official coronavirus advice and associated guidance resources is available here:
<https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health-alert>
<https://www.health.gov.au/resources/publications/coronavirus-covid-19-isolation-guidance>

4.3 Any worker who develops symptoms of a fever, cough, sore throat, fatigue or shortness of breath, or otherwise believes they have symptoms of coronavirus, should stop work immediately, notify the Company and seek a medical assessment.

4.4 Workers must notify the Company immediately if they have recently travelled, or plan to travel, overseas or if they have been in close contact with a confirmed case of coronavirus.

4.5 Any worker who is required to self-isolate according to the official advice from the Australian Government Department of Health must adhere to the isolation guidance including not attending any worksite or office of the Company in any circumstances during the 14 day isolation period.

4.6 If a worker is required to self-isolate according to the official advice, the Company will require a written medical clearance from a medical professional before the worker will be permitted to return to work.

4.7 If a worker is diagnosed with coronavirus, the worker must notify the Company immediately and inform the Company of all employees and workers that the employee has been in close contact with in the past

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POLICY

CORONAVIRUS (COVID – 19)

- 14 days. The Company will require evidence of a negative coronavirus test and medical clearance from a medical professional before the worker will be permitted to return to work.
- 4.8 All persons seeking to enter a Company construction site must complete the necessary screening questions and associated action prior to entering the site.

5. RESPONSIBILITIES OF THE COMPANY

- 5.1 The Company will continue to closely monitor the Australian Government Department of Health advice regarding the coronavirus and regularly update workers
- 5.2 The Company will implement additional containment measures including:
- Increasing the frequency of office/site cleaning services;
 - Providing additional hand washing stations on site;
 - Supplying hand sanitiser dispensers where possible including in bathrooms, site offices / reception areas, worksites;
 - Conducting regular toolbox meetings to provide up to date information
 - Limiting face-to-face meetings and taking other measures where practicable (i.e. video conferencing);
 - Updating site induction procedures for workers and visitors;
 - Requiring all workers and site visitors to expressly declare whether they are in an 'at risk' category;
 - Increased signage notifying visitors to not enter a worksite if they are in an 'at risk' category;
 - Minimising close or direct contact between workers where practicable including separation of work groups and staggered meal breaks where possible;
 - Providing suitable gloves where workers are in close proximity for work or site access purposes;
 - Taking necessary and appropriate action in the event of a confirmed case in the workplace, including temporary partial or full site or office closure for cleaning and disinfection;
 - Restricting any work related travel, in line with the travel advice on the Australian Government's Smarttraveller website;
 - Facilitating employees to work from home, where reasonably practicable.
- 5.3 The Company will facilitate appropriate arrangements with respect to paid and unpaid leave entitlements for any affected employees in accordance with the *Fair Work Act 2009* and the applicable industrial instrument.

6. RESPONSIBILITIES OF WORKERS

- 6.1 Workers must comply with the official advice from the Australian Government Department of Health and this policy.
- 6.2 Workers have a duty to take reasonable care for their own health and safety and to not adversely affect the health and safety of others.
- 6.3 Workers must practice good hygiene and other measures to protect themselves and others against infection. This includes:
- Washing hands frequently with soap and water
 - Carrying hand sanitiser and using it as needed
 - Avoid touching their face with hands and covering their mouth with a flexed elbow when coughing or sneezing
 - Seeing a health care professional if they start to feel unwell or develop symptoms
 - If unwell, avoiding contact with others.
 - it is recommended to stay more than 1.5 metres from people
 - Avoiding physical contact such as shaking hands.
 - Maximum of 1 person per 4m² of work area
 - Ensure you inform yourself of all updated regulations and advise by the relevant authorities daily
 - Do not be complacent, strictly adhere to all the protection measures.

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POLICY

CORONAVIRUS (COVID – 19)

6.4 Workers must behave appropriately and respectfully at work in line with Andy's Building Discrimination / Bullying & Harassment / Code of Conduct] Policy.

7. NON-COMPLIANCE

7.1 Any breach of the policy may lead to disciplinary action up to and including termination of employment and/or the termination of the engagement of a worker.

SITE SCREENING CRITERIA FOR ALL WORKERS, CONTRACTORS AND VISITORS

1. POLICY

All persons seeking to enter an Andys Building construction site must complete the below screening questions and associated action prior to entering the site.

2. SCREENING QUESTIONS

1. Have you returned from overseas or interstate back to South Australia travel within the past 14 days?

Yes – see below action
No – continue to next question

2. Have you been in close contact with a confirmed case of coronavirus?

Yes – see below action
No – continue with business as usual

If you answer NO to the above questions and you are suffering from one or more symptoms of a fever, cough, sore throat, fatigue or shortness of breath, you will need to seek medical advice and provide a medical clearance indicating your fitness for work.

3. ACTION

3.1 Immediately notify the Company and refrain from visiting site for 14 days whether or not you display any symptoms such as fever, coughing, sore throat, fatigue or shortness of breath.

3.2 Notify the Company whether you have been in contact with any of our employees.

3.3 If you display symptoms during this period, e.g. fever, flu like symptoms, cough, sore throat, headaches or difficulty breathing, you MUST seek medical attention and you MUST provide a medical clearance before you attend site. This medical clearance MUST be provided by a Medical Practitioner either outlining you have been tested and cleared of COVID-19 or otherwise indicating your fitness for work.

3.4 If you do not display any symptoms during this period you may attend site after the 14 day exclusion period.

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Andy's Building Services Company Profile

Andy's Building Services is a family owned commercial building company with a history dating back over 40 years. Company director & project manager Sulev Suursaar has over 40 years of experience in the commercial building, civil and internal fitout industries.

Andy's Building Services is a people orientated company that has a positive attitude towards their staff. Originally the company started with Sulev's father Andy as a ceiling and partition company under the name of Andy's Ceilings Pty Ltd in the early 1970's. Andy's Ceilings worked for the state Government and private commercial sector employing more than 30 employees. Progressively the company moved into general building and contracting, then eventually civil works and then changed the name to Andy's Building Services Pty Ltd. Sulev's son Thomas has now been with the company for over 10 years acting as a working site supervisor, project manager & estimator.

We employ our own qualified carpenters & tradesmen, and engage specialised licensed & qualified subcontractors when required for trades such as structural steel, services & various architectural trades. We have an extensive range of industry leading plant and equipment ranging from all small hand tools and jackhammers etc up to skid steer loaders, mini excavators, large excavators, compaction equipment and EWP's. Key personnel are also provided with company utility vehicles. Refer to our schedule of equipment for more information regarding our extensive fleet of tools and machinery.

We have extensive diversified knowledge of all commercial work including refurbishment, maintenance, design and construct, civil, renovation, fit out, and new work. Our project managers and supervisors are well experienced in all manner of commercial, residential and civil construction.

All our employees have current police checks, have Department for Communities and Social Inclusion (DCSI) Child Related Employment and Aged Care Sector Employment Screening and SA Police approvals for working in child, aged care and SA Police buildings and community centres.

Andy's Building Services is a fully licensed qualified commercial builder, and whilst we are a general builder, we also quote on trade packages and civil works. Recently we have also been engaged to complete custom residential housing projects.

Andy's Building
BLD 24079, 238130
P.O. Box 599
Blackwood SA 5051
andy@buildbyandy.com.au
ABN: 95 008 044 200



Andy's Building Services have business public liability insurance up to \$20 million, standard contract works with public liability insurance, Workcover registered, comply with all WHS regulations & standards. Our finance is through Westpac bank and we have an overdraft facility of \$300,000. Westpac has been our bank since we started business over 40 years ago.

Over recent times Andy's Building Services has found the demand for plant and equipment hire increase dramatically. Due to this we have put together a plant hire schedule to ensure our valued clients recognise the wide range of plant and equipment we have available to them from our late model and reliable fleet. All machines are available for wet hire, including licensed operator, while select plant and equipment are available for both dry and wet hire. All machines are fully insured and come with risk assessments and maintenance records. If in the unlikely event we are unable to service your needs direct from our fleet, we are able to arrange cross hire from one of loyal and reliable subcontractors, giving us the capability to service all areas of civil construction, service installation and demolition. On top of this we are more than willing to provide fixed pricing for projects.



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Recent relevant projects completed by Andy's Building;

New changeroom & Toilet Block for the Karoonda Football Club & District Council of Karoonda East Murray Design & Construct

Project cost: Approx. \$400k

Contact: Katrina Fromm General Manager Corporate & Community 0407 186 324

Design & construct project Andy's Building Services engaged an architect and assisted in the design process to accommodate the Councils requirements. Constructed from painted concrete filled blockwork on concrete slab, structural steel roof framing and Colorbond roof cladding. The facility also contained a fully functional gym, and changeroom area with new floor & wall tiling, plumbing, electrical & mechanical services throughout. Project was very well received from local Council and the community.



Old Noarlunga Primary School New Ambulant Toilet Block Addition (DPTI)

Project cost: Approx. \$100k

Contact: Giulio Pellegrini DPTI Facilities Manager 0401 122 616

Constructed from timber wall & roof framing members with CFC wall & Colorbond roof cladding on new concrete slab. Existing pavers were required to be removed & reinstated to access existing services. Internal finished included wall & floor tiling, paint finish, new doors & door hardware plumbing electrical & mechanical ventilation services.



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**The Victoria Hotel Refurbishment & Renovations**

Project cost: Approx. \$900k

Contact: Con Cayas Cayas Architects (08) 07 3356 6100

Major renovations to existing hotel including new bar joinery with timber feature ceiling & back of bar tiling, Sports Bar area, lighting throughout, carpet & painting & outdoor smoking area. Existing male, female & disabled toilets were refurbished with new toilet pans and fixtures, toilet partitions and feature wall tiling.



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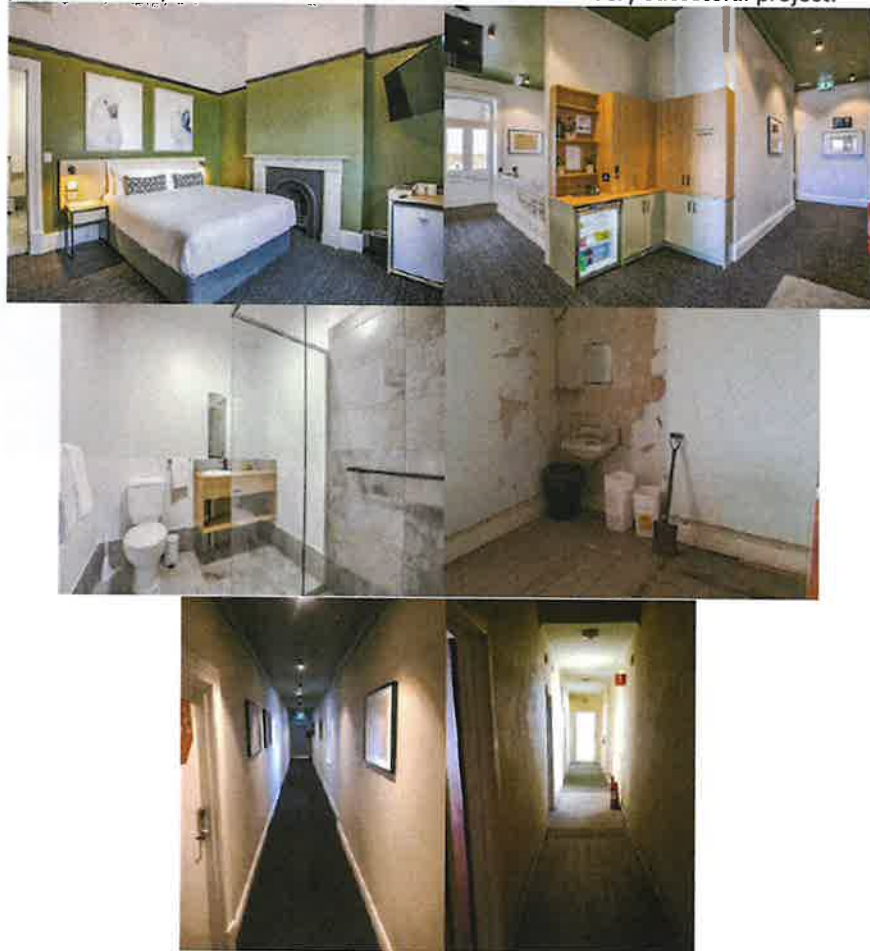


The Exeter Hotel Accommodation Suite Upgrade Works

Project cost: Approx. \$850k

Contact: Con Cayas Cayas Architects (08) 07 3356 6100

Major renovation works to accommodation suites including new underfloor plumbing and drainage to new layout within existing floor space, and complete fitout with new lighting to updated configuration of rooms, carpet & painting throughout. Fully renovated bathrooms to all new rooms with fixtures and tiling included in the works. Project also included an external steel access stair and fire exit with walkway to comply with fire requirements. Renovations to existing internal stairs and balustrades also complete. Project was completed in a very short timeframe and was heralded as a very successful project.



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**Andy's Building Services Schedule of Plant and Equipment**

1. 30 tonne CAT excavator
2. Vermeer hydro excavation unit
3. 12 tonne CAT excavator with dozer blade
4. CAT Sheep foot compaction roller CP433C
5. CAT 3.5 tonne 2013 model 303 5D CR excavator
6. Kobelco 4.5 tonne excavator
7. Kobelco 1.5 tonne excavator
8. Hitachi 1.7 tonne excavator
9. Hino tipper truck
10. John Deere skid steer loader
11. 40kw walk behind vibrating plate wacker
12. 4 x work utilities
13. 6 x 20 site containers
14. 2 x 40 site containers
15. Site office
16. Site toilets
17. Lunch room
18. Mobile scaffolding
19. Various electric hand tools, concrete saws, jackhammers, concrete core drill, concreting tools, laser levels, airless paint spray units, etc

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Chapter 1

WHS Policy

WHS POLICY

Introduction

This chapter describes Andy's Building Services Pty Ltd Work Health and Safety Policy and lists the objectives that the policy is designed to achieve.

Chapter 1 includes the WHS policy for all persons while on Andy's Building Services Pty Ltd's property, or when acting for or on behalf of Andy's Building Services Pty Ltd.

POLICY OBJECTIVES2
 INJURY PREVENTION PROGRAM3
 OCCUPATIONAL HEALTH AND SAFETY POLICY4
 THE RESPONSIBLE OFFICER.....5
 EMPLOYEES OH&S RESPONSIBILITIES6
 CONTRACTORS, SUBCONTRACTORS, AND THE PUBLIC.....7

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Chapter 1**WHS Policy****POLICY OBJECTIVES**

Andy's Building Services Pty Ltd considers it's employees its most valuable resource.

In running it's business, Andy's Building Services Pty Ltd aims to protect the health, safety and welfare of employees, contractors, guests, customers and the community, while paying particular attention to protecting the environment.

All employees and contractors have a responsibility to follow rules for safe and healthy operations, and to report hazards to their supervisors. Everyone is expected to participate in the WHS program and to use their skills and knowledge to improve safety and to protect the environment.

Attitudes to health and safety and the environment are as important to Andy's Building Services Pty Ltd as any other aspect of it's business and will therefore be subject to regular review. In recognition of this objective, and to ensure an on going commitment to the WHS program, Andy's Building Services Pty Ltd will:

- Provide and maintain healthy and safe working areas and equipment.
- Continually review equipment, work areas and work methods with the aim of preventing injuries and occupational illness.
- Provide training in health and safety for directors and employees.
- Provide training that is designed to encourage safety awareness at all times, on and off the job.
- Select only those contractors who attain health and safety standards equivalent to those of Andy's Building Services Pty Ltd.
- Employ products that can be used safely, do not endanger the health of users and others, and can be used in such a way that does not harm the environment.
- Achieve standards that are equal to or exceed international standards of occupational health and safety management.
- Ensure that no employee is expected to carry out any job that is considered injurious to health.

The policy shall be reviewed at regular intervals by the directors.

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Chapter 1**WHS Policy****INJURY PREVENTION PROGRAM**

In conducting its business, Andy's Building Services Pty Ltd seeks to provide its employees with a safe and healthy working environment at all times to prevent occupational injury and disease.

Implicit in the above statement is a belief that the employees of Andy's Building Services Pty Ltd are its most valuable resource. Accordingly prompt and effective treatment of injured employees is of paramount importance to Andy's Building Pty Ltd and its employees alike.

As part of an ongoing commitment to rehabilitation, Andy's Building Services Pty Ltd will:

- Keep employees informed of Andy's Building Services Pty Ltd's procedures for dealing with a workplace injury and for receiving rehabilitation support; and
- Inform employees of their rights under the relevant Workers Compensation legislation.

In conducting its business, Andy's Building Services Pty Ltd undertakes to assure all its employees understand and undertake to follow the work practices as set by Andy's Building Services Pty Ltd.

The management will communicate with employees, in a suitable language style, to enhance work practices that are to be used within the workplace.

The employees are to abide by the work practices set by Andy's Building Services Pty Ltd management.

Each task will have written procedures which will be followed by Andy's Building Services Pty Ltd staff and contractors alike.

Reviews of these nominated procedures shall be undertaken on a regular basis, so as to reflect the best practice in injury prevention.

Andy's Building Services Pty Ltd		
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Chapter 1**WHS Policy****WORK HEALTH AND SAFETY POLICY**

Andy's Building Services Pty Ltd is committed to ensure, so far as is reasonably practicable, that all employees are safe from injury and risk to their health whilst at work.

The primary focus of all activities within Andy's Building Services Pty Ltd will be the provision of building and construction services, whilst equally maintaining a position of excellence in the companies' management of occupational health, safety and welfare for all staff. The level of excellence to be achieved is that beyond the legislative requirements.

The goal for management in Occupational Health and Safety is the pro-active prevention of work-related injuries/illness and the promotion of safe work practices, procedures and a healthy life style.

Andy's Building Services Pty Ltd acknowledges that active co-operation of all employees is required to ensure a safe and healthy working environment. Consequently, the management of Andy's Building Services Pty Ltd is committed to a consultative approach in WHS where **ALL** people within Andy's Building Services Pty Ltd have a responsibility for their own and other employees health and safety at the work place.

Specific roles and responsibility have been assigned to the:

Responsible Officers;
Managers/Supervisors Of contractors; and
All employees.

These responsibilities will constitute part of their position performance appraisal.

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Chapter 1**WHS Policy****THE RESPONSIBLE OFFICER**

A key requirement in achieving excellence in Occupational Health and Safety for Andy's Building Services Pty Ltd is the commitment and involvement of senior management. To reflect this commitment, the Directors are the 'responsible officers' as defined by the *Work Health and Safety Act, 2012*.

The responsible officers will have an active role in the planning, development and implementation of health and safety policies and programs. Additionally, the responsible officers will consult with any safety consultant appointed and any employee who has WHS concerns.

Other responsibilities include:

- Overall responsibility to ensure so far as reasonably practicable, a safe and healthy work place;
- Plan, develop and implement a program for pro-active WHS within Andy's Building Services Pty Ltd, utilising the established consultative systems;
- Ensure that Andy's Building Services Pty Ltd complies with the legislative requirements of the *Work Health and Safety Act, 2012*, Regulations, Approved Codes of Practice, and applicable Australian Standards';
- Ensure that adequate resources (time, money and personnel) are provided to effectively manage health and safety in the work place;
- Ensure that accurate occupational health and safety information and statistics are maintained in accordance with Australian Standard 1885.1 or its equivalent;
- Undertake a full review of the WHS systems operating within Andy's Building Services Pty Ltd in conjunction with the appropriate consultative group/person every twelve months; and
- Ensure that responsibility is assigned to the relevant groups of employees and that accountability for their performance in occupational health and safety is monitored during performance appraisals.

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Chapter 1

WHS Policy

EMPLOYEES WHS RESPONSIBILITIES

Employees have an important role to play in helping Andy’s Building Services Pty Ltd achieve its desired excellence in health, safety and welfare.

In their own interests, and as a legal obligation, all employees have a responsibility to ensure that nothing is done to make health and safety provisions less effective. In particular they must :

- Take responsible care to protect their own health and safety at work;
- Ensure that they do not endanger any other person through any act or omission at work;
- Report accidents, injuries and 'near miss' incidents to management as soon as possible after the event;
- Ensure that correct use is made of all equipment provided for health and safety purposes;
- Obey all instructions, such as policies and procedures issued to protect their own personal health and safety, and the health and safety of others;
- Report or make such recommendations to management as they deem necessary to avoid, eliminate or minimise any hazards of which they are aware regarding working conditions or methods;
- Ensure that they are not affected by the consumption of alcohol or a drug so that they are in such a state as to endanger their own safety at work or the safety of any other person at work; and
- Keep their work area tidy.

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Chapter 1

WHS Policy

CONTRACTORS, SUBCONTRACTORS, AND THE PUBLIC

All persons shall take reasonable care of the health and safety of themselves and of others who may be affected by their acts or omissions. They shall not recklessly or intentionally interfere with or misuse anything provided in the interest of health and safety. A failure to comply with legal requirements, specific instructions related to health and safety, or to comply with Andy’s Building Services Pty Ltd health, safety and welfare policies and procedures will result in immediate removal from Andy’s Building Services Pty Ltd premises, and such other actions as may be appropriate.

All persons shall:

- Use supplied equipment (wherever required) and utilise it in the correct manner;
- Maintain their work places in a well kept and orderly condition;
- Report immediately any unsafe conditions or equipment to the responsible officer (or to persons delegated by them);
- Report immediately any injury sustained as soon as the injury becomes apparent;
- Ensure that they are not by the consumption of alcohol or a drug, in such a state as to endanger their own safety at work or the safety of any other person at work.

Andy’s Building Services Pty Ltd will ensure that each Contractor or Subcontractor is informed of Andy’s Building Services Pty Ltd WHS policy and their obligations under the policy prior to commencing at the workplace.



SIGNED : _____
Responsible Officers

Date: 30/12/2016

Andy’s Building Services Pty Ltd		
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Andy's Building Services Draft Customer Service Plan

Andy's Building Services have prepared this customer service plan for the assurance of the client and Council that open dialogue and communication will be available during the construction period. We endeavour to be open and accessible to the client for the duration of the project to ensure any concerns and queries are attended to in a fast and timely manner.

It is important to establish with the client a contact for handling enquiries, our project administrator Robert Cooper will be available to generally liaise with the client, architect, engineer and superintendent on any matters. Robert is contactable by phone for direct lines of communication and email for recorded & written discussions and queries. These contact points will be made available to all registered parties prior to construction commencing, usually at the start up meeting or prior.

For onsite general enquiries our working supervisor Thomas Suursaar will be present to discuss any issues or queries as required. Should Thomas not be on site at the time, his contact details will be made available. Our managing director Sulev Suursaar acts as the senior contact point for all matters critical and requiring direction at the top level. This is part of a 3-tier level of open communication that will ensure all enquiries are answered as quick and as effectively as possible.

We aim to have all enquiries responded to within 24 hours, for urgent matters our team is available by phone 24 hours a day 7 days a week.

If in the rare instance there is a customer complaint, a register and communication process will be established to allow the client to make complaints to relevant parties. The complaints register will be documented in writing for future reference with performance indicators itemised for feedback at the end of the project in the final review.

At the completion of the works the client and users will be introduced to the renovated facility with care and compassion. Andy's Building Services will be contactable at all times throughout the transition period to ensure a smooth adjustment to the new facilities.

O & M manuals will be provided to ensure the services are easy to use and user friendly with clear and concise information and technical data provided to ensure minimal issues are encountered once taking possession of the building.

Andy's Building
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PO Box 599
Blackwood SA 5051
andy@buildbyandy.com.au
ABN: 95 008 044 200



Andy's Building Pty Ltd Organisational Structure & Personnel

1. Sulev Suursaar - Managing director, project manager, estimator, supervisor. Sulev overlooks all day to day operations as managing director of Andy's Building and is involved with the running of all projects generally. Sulev is the main head contact for Andy's Building, the site supervisor and all personnel for the project will report to Sulev for any critical matters. Sulev is based at our head office at Lonsdale. Sulev is always contactable during the construction period and can provide assistance with design and engineering matters if required.
2. Thomas Suursaar – Estimator, project manager, site supervisor, machine operator, carpenter. Bachelor of Construction Management and Economics at the University of South Australia. Thomas is involved with all projects as a working supervisor and project manager. Thomas reports directly to the managing director and reports to all sites daily. All personnel & subcontractors report and liaise with Thomas directly.
3. Robert Cooper – Senior estimator, project administrator. Bachelor of Construction Management and Economics at the University of South Australia. In addition to senior estimator, Robert manages the administration of ongoing projects. Robert reports directly to the project manager. Robert is the office-based contact to liaise with the client, engineer & architect from our head office at Lonsdale. Robert acts as projects administrator and contactable at all times during the construction period.
4. Gavin Bowe – Leading hand, site supervisor, carpenter. Gavin acts as leading hand on ongoing projects when Sulev & Thomas are not able to be present on site. Gavin is a fully qualified carpenter with over 10 years of experience in the construction industry. Gavin reports directly to the site supervisor and involved with ongoing operations of all projects.

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Environmental Management Plan Senate Road Sporting Complex

5/04/2022

In preparing this Environmental Management Plan, Andy's Building Services can confirm should we be successful with our tender we will be in contact with the Environmental Protection Agency (EPA) to ensure that we encompass all issues that may affect the site and follow up on issues before individual allotments are developed. The implementation of this plan is in accordance with ISO 14001. Minor risks of pollution have been identified for the site including damage to trees, noise and dust pollution. Andy's Building Services is confident that by following this plan these risks of pollution can be dealt with effectively so as to protect local fauna and flora as well as local residents and property from damage and disturbance.

Andy's Building Services, as principal construction manager, its subcontractors and its employees will at all times endeavour to protect and care for any native fauna found on site during construction. Any fauna found to be in the path of required works will not be harmed by construction works. In the unlikely event that local native fauna is required to be removed or relocated due to the works, it will be done by a qualified local veterinary clinic or qualified contractor. There are numerous veterinary clinics in the area and we are confident that in the unlikely event any animals are harmed they will receive prompt care and be able to be reintroduced to the local environment.

The protection of native flora in the area of works is taken very seriously by Andy's Building Services. Protection of native flora during these processes has been paramount and will continue to be throughout construction. No damage will be caused to native flora during the works to the proposed extension at the Senate Road Sports Complex.

Prevention of water pollution is of particular importance on this site. Andy's Building Services has found that the code of practice for the building and construction industry stormwater pollution prevention pamphlet prepared by the EPA in conjunction with the Government of South Australia provides excellent information to prevent water pollution. Water pollution for this site will mainly come from the generation of sediment, litter and debris during construction works and Andy's Building Services will make every effort to minimise these pollutants.

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The stormwater pollution prevention pamphlet from the EPA contains information on the use of interception filter devices as required. Interception filter devices will be used as required as well as minor drainage areas to filter runoff and prevent erosion associated with construction works. Andy's Building Services will also install a wash down area near a temporary construction exit to minimise dust from site being carried onto the road by vehicles and washed into stormwater runoffs.

Mitigating dust pollution effecting surrounding properties and residence will be of a high priority to Andy's Building Services. Minimising the amount of area disturbed is the best way to control dust, only areas crucial to construction will be excavated while the remaining land will be left as existing reducing wind erosion and mitigating dust. Where excavation works take place we will water down as necessary. During any operation such as concrete cutting, excavation, material sifting, water will be applied to keep dust to a minimum.

Noise pollution will be controlled on this site following the guidelines & recommendations of the Council. No construction work will occur on Sundays or public holidays or on any other day except between the hours of 7am and 7pm. The exceptions to this requirement are prescribed in Clause 23(1) b of the Environment Protection (noise) Policy 2007. At all times during operating hours of this site Andy's Building Services will endeavour to keep noise disturbance to a minimum.

Andy's Building Services will, at all times be mindful of our general environmental duties as required by section 25 of the Environment Protection Act. We will take all reasonable and practical measures to ensure that our activities do not pollute the environment or cause the environment harm.

Sulev Suursaar
Managing Director

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Andy's Building Services

ABN: 95 008 044 200

29 Wadikee Road Lonsdale 5160

EARTHWORKS, EXCAVATION AND CONCRETE POUR RISK ASSESSMENT

Safe Work Method Statement / Job Safety Analysis / Risk Assessment

SWMS No:	
PROJECT/AREA:	Thomas Suursaar
PREPARED BY:	
WORK PROCESS:	DATE 14/01/2022 Permit No
SPECIAL NOTES:	
SUMMARY OF REQUIREMENTS:	
EMPLOYEE:	Light vehicle/HR/HC license, plant operators tickets, trade qualifications, Industry white card
LICENSE/COMPETENCIES:	
PPE:	Safety Footwear, safety glasses
PLANT/EQUIPMENT:	Excavator, skid steer loader, tipping truck, Concrete delivery truck, Concrete pumping truck
HAZARDOUS SUBSTANCES:	Diesel fuel, Concrete
RELEVANT LEGISLATION:	Waste Management & Pollution Act, Pollution Regulations, Work Health and Safety act 2012 (SA)
REVIEW PERIOD:	As Required by Legislation

RISK NO	ACTIVITY/TASK	HAZARDS	RISK SCORE BEFORE CONTROLS	CONTROL MEASURES	RISK SCORE AFTER CONTROLS	RESPONSIBILITY	IMPLEMENTATION DATE
1	Unexpected contact with buried services	Electric shock, damaged water pipes, delays to works, environmental risk, client nuisance through service loss	3C	Dial before you dig or location services to be consulted before excavation start. obtain any permits necessary, obtain site service map if available, use spotter as required, dig with care, Pothole where necessary, mark all known services clearly and toolbox with personnel, operator and spotter to be vigilant for previously disturbed ground, filler sand or warning tapes. Be aware of isolation points	2C	All personnel associated with works	Throughout project
2	Pedestrian and traffic control	Unauthorised persons entering work zone, vehicles entering work zone	3C	Traffic control by way of temporary fencing, signage, and spotter and, work crew vigilance to be employed. Protect all sides of excavation with flagging, burling barricading as required. Maintain fence across the project.	2C	Traffic control coordinator, work crews, SSO	Throughout project

15/1/2019

Version No 4

Revised 15/1/2020



Andy's Building Services

ABN: 95 008 044 200

RISK NO	ACTIVITY/TASK	HAZARDS	RISK SCORE BEFORE CONTROLS	CONTROL MEASURES	RISK SCORE AFTER CONTROLS	RESPONSIBILITY	IMPLEMENTATION DATE
3	Excavation activities	Trench cave in, entrapment, delays to works, personal injuries.	3C	Support excavation with benching or shoring. Persons not to enter trenching over 1.5 metres without cave in measures in place and secure. Excavation to be assessed against criteria for confined space.	2C	Site foreman, Operator, SSO, work crews	Throughout project
6	Manual handling materials	Manual handling injuries and / or damaged plant or equipment.	2C	Use correct manual handling methods, Team lift whenever necessary; use mechanical aids for lifting whenever possible to eliminate lifting.	1C	All persons involved in the task.	As required for the task
8.	Air quality – dust, noise, fumes. OHS&E	Inhalation by work crews, public nuisance, delays to works, reputational risk, and personal injury through excess noise.	3C	Dust suppression to be used whenever required, work crews to be vigilant and report all cases to Supervisor immediately, appropriate PPE for the tasks to be worn correctly, excess smoke or fumes to be reported by operator immediately.	2C	All persons on the project, plant operator, truck driver, site foreman, SSO to be vigilant.	Across the Project
9.	Working in hot weather OHS	Sunburn, fatigue, heat stress, heat stroke.	3C	Wear wide brimmed hat with sun shade fitted, sufficient cool water available on site sun screen (30+) available on site, shaded rest area available, rotate tasks.	2C	All persons on the project	Across the Project
10.	Site housekeeping OHS&E	Slips and trips, lost tools and equipment, work delays, personal injury	2C	Keep work area clean, keep spoil heap away from excavation, no horseplay.	1C	All persons on the project, Site Foreman, SSO to be vigilant.	Across the Project

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RISK NO	ACTIVITY/TASK	HAZARDS	RISK SCORE BEFORE CONTROLS	CONTROL MEASURES	RISK SCORE AFTER CONTROLS	RESPONSIBILITY	IMPLEMENTATION DATE
11.	Backfill operations	Trench cave in, slips and trips, personal injury.	2C	Keep out of operating range of mobile plant, use shoring as required	1B	All personnel involved with process	As required for task
12.	Reinforcement installation	Trench cave in, slips and trips, crushing hazards, personal injury	2C	Wear PPE appropriate to the task, avoid live edges, do not stand under suspended loads. Secure and ensure a clean work area	2B	All personnel involved with process	As required for task
13.	Formwork installation	Trench cave in, slips and trips, personal injury.	2C	Wear PPE appropriate for the task, ensure all tools and plant are in good working order, keep work area clean and tidy	2B	All personnel involved with process	As required for task
14.	Concrete pour	Unauthorised persons entering work zone, slips and trips, fatigue, personal injury	3C	Wear PPE appropriate for the task, ensure tools and plant are in good working order, secure and ensure work area is clean and tidy	2B	All personnel involved with process	As required for task

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Andy's Building Services

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SITE SPECIFIC RISKS: TO BE NOTED ON SITE BEFORE OPERATIONS COMMENCE

RISK NO	ACTIVITY/TASK	HAZARDS	RISK SCORE BEFORE CONTROLS	CONTROL MEASURES	RISK SCORE AFTER CONTROLS	RESPONSIBILITY	IMPLEMENTATION DATE

15/1/2019

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Andy's Building Services

ABN: 95 008 044 200

AS 4360 Compliant Risk Management Matrix

The probability of an event and the consequences if the event occurs, determine the level of risk in a hazard.

Likelihood	Consequence				
	A Insignificant Minor Injury	B Minor Significant Injury	C Moderate Serious Injury	D Major Single Fatality	E Catastrophic Multiple Fatality
5 Almost certain	High	Extreme	Extreme	Extreme	Extreme
4 Likely	High	High	Extreme	Extreme	Extreme
3 Possible	Moderate	Moderate	High	High	Extreme
2 Unlikely	Low	Low	Moderate	High	High
1 Rare	Low	Low	Low	Moderate	High

HIERARCHY OF CONTROLS

Control Flow	Hierarchy	Control Definitions
Step 1	Eliminate	Modify the task process method or material to eliminate the hazard completely.
Step 2	Substitute	Replace the material, substance or task process with a less hazardous one
Step 3	Engineering	Redesign or modify the plant or task process to reduce or eliminate the risk
Step 4	Administrative & Training	Adjust the time or conditions of the task process by training, procedures etc.
Step 5	Protective Devices	Use appropriately designed and properly fitted equipment where other controls are not practical

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LEGEND

LOW	Controls were reviewed with the Site Safety Officer and/or Site Manager Work can proceed with controls in place.
MODERATE	Additional controls were put in place and reviewed with the Site Safety Officer and/or Site Manager. Work may proceed with the additional controls in place.
HIGH	Actual controls are insufficient or do not exist. Work cannot commence or must stop immediately. The Supervisor MUST be contacted.
EXTREME	Actual controls are insufficient or do not exist. Work cannot commence or must stop immediately. The Supervisor MUST be contacted.



Andy's Building Services

ABN: 95 008 044 200

Environmental Legend to be used with AS 4360 Risk Management matrix to assess environmental aspects and risk ratings

A – Insignificant	Not of a concern to the environment or surrounds
B – Minor	No or minimal adverse environment or social impacts
C – Moderate	<p>Moderate undesirable environmental or social impacts e.g.</p> <ul style="list-style-type: none"> • localised, short term noticeable / measurable change in waterway / stormwater quality • Short term, minor changes to ecosystems • Soil contamination over an area exceeding 1 square metre (excluding contamination of off site soil or contamination of soil with prescribed hazardous materials) • Some annoyance or nuisance to community • Isolated, partial disturbance or movement of archaeological / heritage places, sites or objects • finest unlikely
D – Major	<p>Major adverse environmental or social impacts e.g.</p> <ul style="list-style-type: none"> • medium-term, noticeable / measurable change in waterway / stormwater quality • isolated deaths of non vulnerable fauna / flora species • noticeable, localised changes to ecosystems • soil contamination over an area from 1 square metre to 10 square metres (excluding contamination of off site soil or contamination of soil with prescribed or hazardous materials) • annoyance or nuisance to community • frequent, partial damage or off site movement of archaeological / heritage places, sites or objects • fining is likely or works may be halted
E – Catastrophic	<p>Significant damage or impact on environment or community e.g.</p> <ul style="list-style-type: none"> • severe and / or persistent waterway / stormwater quality pollution • deaths of flora / fauna • widespread and / or significant changes to ecosystems • soil contamination over an area larger than 10 square metres, contamination of off site soil or contamination of soil with prescribed or hazardous materials • widespread community impact resulting in illness, injury or inconvenience • loss or destruction of archaeological / heritage places sites or objects • receiving a fine is a certainty, works will be halted or scope to change and amend swms and risk assessment

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Section 0 Introduction

DOCUMENT NUMBER:

DOCUMENT DATE:

0.0 Quality Policy

Andy's Building Services Pty Ltd is committed to:

- **providing consistent quality in Building and Construction**
- **complying with both customer and regulatory requirements**
- **continually improving the effectiveness of our quality management system**
- **the implementation of this quality management system in accordance with ISO 9001:2008**

Our objectives are:

- **Customer Focus** – ensuring that we understand current and future customer needs, meet customer requirements and strive to exceed customer expectations;
- **Involvement of People** – ensuring that full involvement of all staff in the success of the organisation is achieved, and that people's knowledge and skills are developed to meet their own, and the organisation's goals;
- **Process Management** – ensuring that all key processes and associated resources are effectively managed and maintained;
- **Supplier Relationships** – ensuring that mutually beneficial relationships are developed, and agreed goals achieved.

This quality policy forms part of the working documents of Andy's Building Services and will be approved signed and dated by the Managing Director and displayed in a prominent position in the working office environment.

Sulev Suursaar
Managing Director
Date: 1/11/2010



Section 0 Introduction

DOCUMENT NUMBER:

DOCUMENT DATE:

0.1 Company Introduction

Andy's Building Services Pty Ltd specialises in Commercial Building Construction and Refurbishment

The company operates from 29 Waddikee Road Lonsdale and currently employs approximately 8

As a demonstration of our commitment to quality, we have introduced a Quality Management System in line with ISO 9001:2008, to meet the changing needs and technical requirements of our customers.

0.2 Exclusions to this Quality System

Andy's Building Services Pty Ltd have excluded some clauses from our manual, procedures and practices.

This organisation does not maintain or provide or outsource processes described in Appendix 5.

0.3 Quality System Introduction

Quality system elements include:

- The Quality Manual, which defines the policies of Andy's Building Services on those aspects of its management and operations that can affect the quality of the services it provides to its customers.
- The Operating Procedures, which contains the detailed operational procedures that support the quality manual.
- Support documents which include work instructions, forms, user manuals, etc which support the operating procedures.

All staff will be made aware of the need to meet both regulatory and Customer Requirements, and that the quality policies and procedures provide the framework within which this is achieved.

The Quality System is represented in the Business Process Overview Appendix 1.

Processes and procedures which detail the implementation of the Quality System can be found in Appendix 1 of this manual.

0.4 Quality System Control and Update

All documents within the Quality System are controlled to ensure that they are approved prior to issue, that changes and current revision status are identified, and to ensure that relevant versions of documents are available at points of use.

Changes to the content of the Quality System or Working Documents may be submitted to the Quality Manager at any time for review and update. The Quality Manager will assess it for compliance with existing. Relevant staff will review the changes and final approval sought from the Managing Director.

Upon revision, the change will be updated in the revision record. An electronic copy of the new or revised document placed in the Quality System folder and an email sent out directing staff to the new document.

Company: Andy's Building Services Pty Ltd
Authority:

Revision 1

Page 2 of 3



Section 0 Introduction

DOCUMENT NUMBER:

DOCUMENT DATE:

Details of documents and revisions will be defined in the document matrix (ref.....).

Internal documents will given a document number for reference purposes, a document date and a revision number. The document date will identify the date of issue and the revision number will identify the number times a document has been amended. Superseded documents will be placed in the Archive folder.

External documents will be dated and stored in an environment that prevents damage or deterioration. Superseded documents will be marked accordingly.

Records will be established and maintained to provide evidence of conformity to requirements. For each procedure, associated records will be identified and maintained. Details of responsibility, format and retention times will be defined in the records matrix (ref.....). Nominated personnel are responsible for ensuring that records:

- contain all the necessary information;
- are stored in a manner that enable them to be retrieved readily for review;
- are secure, but can be made available to any person with a legitimate reason for requiring access
- are eventually disposed of with consideration for confidentiality of information.

Records will be stored in an environment that prevents damage or deterioration.

0.5 Organisation and Responsibilities

The responsibilities of personnel who manage, perform or verify work affecting the Quality of Products/Services are defined within a combination of documents below, including:-

- Organisation Chart ref. Appendix 2
- Summary of Key Responsibilities and Authorities (see below)
- Operating Procedures
- Job Descriptions
- Work Instructions

All staff will have the necessary authority to ensure that these responsibilities can be met. A summary of key responsibilities and authorities is set out at Appendix 3.



DRAFT QUOTE

Southern Mallee District Council
Day Street
PINNAROO SA 5304
AUSTRALIA

Date
7 Aug 2022

Expiry
6 Sep 2022

Quote Number
QU-0014

ABN
36 650 988 999

Tyson Beck General
Building Pty Ltd
11 Third St
LOXTON SA 5333
AUSTRALIA

Description	Discount	GST	Amount AUD
16 Hensley St Pinnaroo		10%	20,454.55
Modernise & Repair Home			
Bathroom upgrade			
Demo bathroom complete			
Supply & install			
Wall & ceiling linings			
Floor topping, waterproof			
Tile floor to ceiling			
Floor tiles 300x300 or 600x 600 grey			
Wall tiles 300x600 white			
Walk in shower, mixers, strip grate & free standing glass panel			
Option for either toilet or free standing bath			
Chosen option will be plumbed in correctly (currently not, bath drain is running through the wall to external drain)			
Vanity, mirror and paint			
All fittings and fixtures economy class			
Laundry/ toilet		10%	8,690.91
Demo complete			
Supply & install			
Renew wall linings			
Floor & wall same as bathroom tiles			
Finish with skirting tile & splash back			
Install linen cupboard, bench top & built in sink/bowl			
Swivel mixer			
Push back toilet system			
Paint			
Patch/flush & paint		10%	14,545.45
Replace water damage ceiling sheet in kitchen			
Flush & patch home complete			

Description	Discount	GST	Amount AUD
Paint inside complete			
Pantry		10%	6,181.82
Shift pantry walls to make useable space (as per plan) Fix, flush and cornice Install cabinetry			
Pantry		10%	4,536.36
Replace existing White board with adjustable shelving			
Supply & install Blinds PC SUM 8 windows - day/night 1 sliding door - vertical blind		10%	3,818.18
Robe & linen	0.00%	10%	8,931.82
Supply & install Passage linen 3 sliding doors with adjustable shelving Main robe 4 sliding doors (2x mirror) 8 soft/close drawers Adjustable shelving Double & single hanging			
Floor coverings		10%	16,545.45
Supply & install Carpet in 4 bedrooms Karndean vinyl planks Entry, passage, lounge & kitchen			
Supply & install New Kitchen		10%	18,058.00
Doors/panels laminated with 1mm ABS edging Bench/tops - laminated postform W/over tower. m/wave provision & 2 pot drawers. Soft 1 set of 4 soft/close drawers Dishwasher alcove provision oven, cook top & range hood Tiled kitchen splash back & electrical			
Electrical option 2		10%	5,123.64
- Replace current batten holders with LED oyster lights in kitchen, bedrooms, lounge, family & dining. - Replace current lights in pantry, laundry & hallway with LED downlights - Changeover/replacement of power outlets (allowance made for 25 doubles) - Changeover/install of 2 x smoke detectors - Replacement of ceiling fan with LED light in master bedroom. - Replacement of light switches (allowance for 17) - Installation of weatherproof power outlet for pressure pump - Installation of 4 x exterior up/down wall lights. - Replacement of 1 x TV outlet - Minor upgrade of switchboard to upgrade lighting circuits to RCD protection.			

Description	Discount	GST	Amount AUD
A/C Replace Evap with Ducted Reverse cycle add 2 additional vents		10%	11,363.64
Travel & Accomodation		10%	8,363.64
		Subtotal	126,613.46
		TOTAL GST 10%	12,661.34
		TOTAL AUD	139,274.80

Terms

Please note

- Quoted price does not include the cost of asbestos removal
- Prices are subject to change due to material cost increases
- Quote does not include the cost of waste disposal (to be taken to the local transfer station)

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Request for Tender

**For Provision of:
18 Hensley Street, Pinnaroo Refurbishment**

Open requests for tenders

CONFIDENTIAL

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Structure of this RFT

This RFT is comprised of five sections, being:

- 1.1 Section A - Background and General Information to Tenderers
- 1.2 Section B - Conditions of Tendering
- 1.3 Section C - Specifications for the Services
- 1.4 Section D - Tender Response Schedules

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2 SECTION A – BACKGROUND & GENERAL INFORMATION

- 2.1 The Southern Mallee District Council (the **Council**) invites tenders from Tenderers for the provision of the 18 Hensley Street, Pinnaroo Refurbishment (the **Services**) as detailed in the Specification contained within this RFT. The Council will enter into a Contract for Services with the successful Tenderer.

The Southern Mallee District Council is located in the eastern region of South Australia and is approximately 215 km by road from Adelaide.

Council invites quotes from respondents for the provision of a design, supply and installation for the 18 Hensley Street, Pinnaroo Refurbishment works.

Located at :

1. 18 Hensley Street, Pinnaroo Refurbishment SA 5304

Council requires installation to be completed as soon as possible during the 2022/23 financial year, subject to any structural implications and building rules consent.

All commercial terms and conditions are in accordance with this request for tender and agreement contained within

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3. 3 SECTION B – CONDITIONS OF TENDERING

3.1 Definitions

In this RFT, the following terms shall, unless inconsistent with the context, have the meanings indicated:

- 3.1.1 A reference to a **clause** is a reference to a clause of this RFT.
- 3.1.2 **CITB or CITF Levy** means the requirement under the provisions of the Construction Industry Training Fund Act 1992 (the Act) and the Construction Industry Training Fund Regulations 2008 (Regulations, for the CITF levy to be payable by the Contractor for all 'building or construction' work valued over \$40,000 carried out in South Australia at a rate of 0.25% of the estimated project value, including GST.
- 3.1.3 **Closing Date** means the time and date specified in clause 3.2.2.1, or such later time and date as may be notified in writing to Tenderers by the Council.
- 3.1.4 **Conditions of Tendering** means these Conditions of Tendering
- 3.1.5 **Conforming Tender** means a Tender which meets all of the requirements set out in this RFT and the Tender Documents. Any area of the Tender which is not compliant must be listed in Section E – Tenderer Response– Statement of Conformity
- 3.1.6 **Contract for Services** means the Draft Contract for the provision of the Services as attached to Section C of this RFT, as may be subsequently amended by agreement between the Council and the successful Tenderer pursuant to clause 3.9.
- 3.1.7 **Existing Conditions** means conditions such as a pandemic which is declared by a Governmental Agency and measures are implemented by the Government Agency to address the pandemic, and the Tenderer has had regard to the knowledge of existence and impact of the Existing Condition when entering into this RFT.
- 3.1.8 **Nominated Contact Person** means the person named in clause 3.3.1.1
- 3.1.9 **Non-Conforming Tender** means a Tender which is not a Conforming Tender as described in Clause 3.5.2.
- 3.1.10 **Preferred Tenderer** means the Tenderer referred to in clause 3.9.1
- 3.1.11 **RFT** means this Request for Tender.
- 3.1.12 **Services** means the services sought to be purchased by the Council pursuant to this RFT.
- 3.1.13 **Specifications** means the specifications specified in Section D of this RFT.
- 3.1.14 **Tender** means a tender submitted by a Tenderer pursuant to this RFT.
- 3.1.15 **Tender Documents** means the documents specified in clause 3.2.1.
- 3.1.16 **Tender Process** means the process for calling, receiving, evaluating and awarding of Tender(s).
- 3.1.17 **Tender Response Schedules** are the forms attached to Section E of this RFT.

- 3.1.18 **Tenderer** means the person who submits a Tender.
- 3.1.19 **Tenderer's Representative** means the person nominated by a Tenderer under clause 3.3.2.

3.2 **Request for Tenders**

The Council seeks Tenders from Tenderers for the provision of the Services, which are further described in the Tender Documents.

3.2.1 **Tender Documents**

The Tender Documents are comprised of:

- 3.2.1.1 these Conditions of Tendering;
- 3.2.1.2 the Draft Contract for Services;
- 3.2.1.3 the Specifications/Project Brief and
- 3.2.1.4 the Tender Response Schedules.

3.2.2 **Obtaining a Copy of this RFT**

This RFT is open to any organisation or person who registers its interest and details on the SA Tenders and Contracts website, and thereby obtains a copy of the Tender Documents (each such party is a **Tenderer**).

- 3.2.2.1 Tenders must be lodged electronically via SA Tenders before the Closing Date **Monday 8 August at 5:00pm SA time** and in accordance with the tender lodgement procedure set out in this clause.
- 3.2.2.2 Where there is any inconsistency between the lodgement procedure set out on the SA Tenders website and those set out in this RFT, this RFT will prevail.
- 3.2.2.3 Tenders lodged by any other means will not be considered.
- 3.2.2.4 By providing a response to this RFT Tenderers warrant that they have taken all reasonable steps to ensure that their Tenders are free of viruses or any other matter which would cause harm to the Council's website or systems.
- 3.2.2.5 Tenderers acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Date.
- 3.2.2.6 If Tenderers have any problem uploading their Tender, they must contact the Nominated Contact Person prior to the Closing Date. Any failure to do so will result in the Tender being a Non-Conforming Tender.
- 3.2.2.7 A Tender is deemed to have been lodged by the Tenderer when the Tender has been received by SA Tenders server or the Council's server.

3.2.3 Late Tenders

Tenders received after the Closing Date **will NOT** be considered or accepted.

3.2.4 Extension of Time for the Submission of Tenders

3.2.4.1 The Council may, in its absolute discretion, no less than two business days before the Closing Date, extend the Closing Date by notice in writing to the Tenderers.

3.2.4.2 A Tenderer may request the Council to extend the Closing Date for the submission of a Tender by written application to the Nominated Contact Person.

- (a) Any such requests must be received by the Nominated Contact Person at least five business days prior to the Closing Date, and must provide sufficient reasons to support the request.
- (b) It is entirely at the Council's discretion as to whether an extension is granted.
- (c) Council will advise all registered parties in writing of such extension of time.

3.2.5 Tender Validity Period

3.2.5.1 All Tenders will remain open for acceptance by the Council for a period of not less than three months after the Closing Date.

3.2.5.2 Once submitted, a Tenderer cannot withdraw its Tender without the prior written consent of the Council, unless the Tender is withdrawn in writing before the Closing Date.

3.2.6 Tender Process

Council will undertake assessment of Tenders against pre-determined criteria, reserving the right to shortlist at various stages. The Tender process may include requests for clarifications and negotiations. Subject to successful negotiations with the preferred tender, a contract will be awarded.

3.2.7 *Timing of Tender Process*

The timing for the Tender Process is as follows:

Request for Tenders – opening date	15 July 2022
Closing Date	8 August 2022
Notification to successful Tenderer	To be advised
Execution of Contract for Services	To be advised
Commencement of Provision of Services	As soon as possible 2022 unless otherwise agreed

3.2.8 *Copying Tenders*

Tenderers must not use this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Tender. This includes not copying this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Tender.

3.3 **Communication between the Parties**

3.3.1 *Enquiries or Requests for Information or Clarification*

3.3.1.1 Any enquiries or requests for information or clarification regarding this RFT or the Tender Documents must be made in writing and addressed to the Nominated Contact Person.

The Nominated Contact Person is:

Shilo Wyatt
Manager Property and Development Services
0427 889 418
Council@southernmallee.sa.gov.au

3.3.1.2 The Nominated Contact Person may (but is not obligated to) respond to a Tenderer's enquiries or requests for information or clarification.

3.3.1.3 If the Council provides any information to a Tenderer by way of clarification, then the Council will provide that information to all persons registered for the RFT.

3.3.1.4 No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this RFT or any of the Tender Documents, unless confirmed in writing by the Nominated Contact Person.

3.3.1.5 Requests for clarification will only be accepted for 5 business days prior to the closing date.

3.3.2 **Tenderer's Representative**

3.3.2.1 Tenderers are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this RFT (**Tenderer's Representative**).

3.3.2.2 All communication with the Tenderer will be via the Tenderer's Representative.

3.3.3 **Site/Industry Briefing**

3.3.3.1 The Council may conduct a site/industry briefing. The briefing (if conducted) is intended to provide Tenderers with background information, and Tenderers are not to treat any statements made at the briefing as variations to this RFT.

3.3.3.2 The Council reserves the right to require all Tenderers to attend the site/industry briefing.

3.3.3.3 Details of the briefing will be provided to Tenderers Representative at least seven business days prior to the briefing. Tenderers may be notified of the site/industry briefing by email, and Council may post the details of the briefing on the internet.

3.3.3.4 Each attending Tenderer must advise the Nominated Contact Person of the details of that Tenderer's attendees (including name and position) at least two business days before the briefing.

3.3.4 **Tenderer not to solicit the Council and its employees**

The Tenderer and its representatives must not interfere or attempt to interview or to discuss its Tender with Councillors or employees of the Council, other than the Nominated Contact Person. The Council reserves the right to reject any Tender submitted by a Tenderer which contravenes this clause.

3.4 **Tender Preparation**

3.4.1 **Tenderers to be informed**

Each Tenderer must, prior to submitting its Tender, become acquainted with the nature and extent of the Services to be undertaken, and make all necessary examinations, investigations, inspections and deductions.

3.4.2 **Evidence of Registration or Licensing**

Each Tenderer must (if applicable) be licensed or registered to perform the Services.

3.4.3 **Conflict of Interest**

Tenderers must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Tenderer is successful. If any conflict or potential conflict exists, the Tenderer must advise how it proposes to address this.

3.4.4 **Use of Sub-contractors**

Where a Tenderer proposes to use resources from organisations other than the Tenderer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Tender, together with information on the relevant experience of such other organisation.

3.4.5 **Ombudsman Act**

Tenderers should be aware that the *Ombudsman Act 1972* (SA) defines "administrative act" under that Act includes an act done in the performance of functions under a contract for services with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Tenderer must ensure compliance with all obligations arising under that Act and any other applicable legislation.

3.4.6 **Freedom of Information**

Tenderers should be aware that the *Freedom of Information Act 1991* (SA) (**FOI Act**) may give members of the public a right to seek access to the Contract documents and the Council will disclose the Contract in accordance with that Act when required.

3.4.7 **Collusion**

The Tenderer must not collude with any other Tenderers or potential Tenderers.

Tenderers are reminded that cartel conduct provisions of the *Competition and Consumer Act 2010* (Cth) (**CCA**) reference such collusion as creating a civil and criminal liability for 'bid rigging'.

3.4.8 **Tenderer's confidential information**

3.4.8.1 Subject to clause 3.4.8.2, the Council will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.

3.4.8.2 The Council will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:

- (a) is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant agreement;
- (b) is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFT process;
- (c) is disclosed by the Council to the responsible Minister;
- (d) is authorised or required by law to be disclosed; or
- (e) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

3.5 Tender Documents

3.5.1 *Conforming Tenders*

A Conforming Tender is a Tender which meets all of the requirements set out in this RFT and the Tender Documents. Any area of the Tender which is not compliant must be listed in Section E – Tenderer Response – Statement of Conformity.

3.5.2 *Non-Conforming Tenders*

The Council is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Tender. Failure to respond to or meet any of the requirements set out in this RFT and the Tender Documents will result in the Tender being deemed a Non-Conforming Tender.

3.5.3 *Content of Tenders*

3.5.3.1 Tenderers are required to complete the Tender Response Schedules and submit them to the Council.

3.5.3.2 Tenderers can also supply any other additional information or documents. The Council may have reference to such additional information or documents in evaluating the Tenders.

3.5.3.3 All prices quoted by Tenderers in their Tender are:

- (a) to be in Australian dollars;
- (b) to be exclusive of GST; and
- (c) (if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.

3.5.3.4 If a Tenderer proposes to provide the Services on a basis different to that envisaged by the Tender Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified with the Tender. The Council does not warrant that any discussion with the Council's Nominated Contact Person prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Tenders.

3.6 Acknowledgement by Tenderers

Tenderers acknowledge that the Council:

- 3.6.1 makes no representations and offers no undertakings in issuing this RFT or the Tender Documents;
- 3.6.2 is not bound to accept the lowest Tender or required to accept any Tender;
- 3.6.3 may accept all or part of any Tender;
- 3.6.4 may require one or more Tenderers (but is not obliged to require all) to supply further information and/or attend a conference or interview;

- 3.6.5 may require one or more Tenderers (but is not obliged to require all) to make presentation(s);
- 3.6.6 may undertake "due diligence" checks on any Tenderer, including verifying references and/or referees, and undertaking company searches and credit checks;
- 3.6.7 will not be responsible for any costs or expenses incurred by the Tenderer arising in any way from the preparation and submission of its Tender;
- 3.6.8 accepts no responsibility for a Tenderer misunderstanding or failing to respond correctly to this RFT;
- 3.6.9 will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of a Tender or prior to the signing of any Contract for Services or otherwise; and
- 3.6.10 will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council in respect of the Tender Documents or this RFT, but will only be bound only by written advice provided by the Nominated Contact Person.

3.7 Council's Rights

The Council reserves the right to:

- 3.7.1 amend, vary, supplement or terminate this RFT at any time;
- 3.7.2 accept or reject any Tender, including the lowest price tender;
- 3.7.3 negotiate with any service provider on all or any part of the Services to be supplied pursuant to this RFT;
- 3.7.4 vary the timing and process referred to in clause 3.2.6;
- 3.7.5 postpone or abandon this RFT;
- 3.7.6 add or remove any Tenderer;
- 3.7.7 accept or reject any Tenders whether or not they are Conforming Tenders;
- 3.7.8 accept all or part of any Tender;
- 3.7.9 negotiate or not negotiate with one or more Tenderers; and/or
- 3.7.10 discontinue negotiations with any Tenderer.

3.8 Tender Evaluation

- 3.8.1 In assessing Tenders, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):
 - 3.8.1.1 insurance;
 - 3.8.1.2 compliance with work health and safety requirements;
 - 3.8.1.3 customer service experience and capacity;

- 3.8.1.4 local economic stimulus
- 3.8.1.5 local supplier sustainable practices
- 3.8.1.6 social inclusion
- 3.8.1.7 Pandemic mitigation
- 3.8.1.8 subject expertise
- 3.8.1.9 the tendered prices, including the proposed pricing structure;
- 3.8.1.10 the level of risk associated with negotiation of an acceptable Contract for Services;
- 3.8.1.11 environmental management systems (if applicable);
- 3.8.1.12 details of current and previous relevant experience in the provision of the Services;
- 3.8.1.13 the provision of any aspect of the Services by sub-contractors (if applicable)
- 3.8.1.14 financial resources;
- 3.8.1.15 staff resources; and
- 3.8.1.16 current and future contracts/workload.
- 3.8.1.17 Provide reasonable opportunity for competitive local businesses to supply Council

3.8.2 **Use of Tender Documents**

The Council may use, retain and copy any information contained in the Tenders for the evaluation of Tenders and for the finalisation of the provisions of the Contract for Services.

The Council may either retain or dispose of the tender documentation under the terms and conditions as authorised by the *State Records Act 1997*.

3.8.3 **Debriefing of Tenderers**

If requested, Tenderers may be debriefed against the Council's evaluation criteria. Tenderers will not be provided with information concerning other Tenderers, apart from publicly available information. No comparison with other Tenders will be made.

3.9 **Acceptance of Tender**

3.9.1 The Council and the Preferred Tenderer may (if required) enter into negotiations for the award and execution of a Contract for Services.

3.9.2 If, despite their best endeavours and acting in good faith, the Council and the Preferred Tenderer are unable to negotiate and agree on the terms of the Contract for Services, the Council reserves the right to negotiate with any other parties, including other Tenderers, for the provision of the Services.

- 3.9.3 The successful Tenderer will be notified in writing by the Council of the Council's acceptance of its Tender. The successful Tenderer must not make any oral or written public statements in relation to the awarding of a Contract for Services until written notice is received by the Tenderer.
- 3.9.4 The successful Tenderer acknowledges and agrees that all intellectual property created by the successful Tenderer arising out of the provision of the Services belongs to the Council, and the successful Tenderer will do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the provision of the Services.

3.10 Unsuccessful Tenders

Unsuccessful Tenderers must, if required by the Council, return the Tender Documents to the Council, once they have been advised that their Tender is unsuccessful.

3.11 No Legal Requirement

The issue of this RFT or any response to it does not commit, obligate or otherwise create a legal obligation on the Council to purchase the Services from the Tenderers.

4. GOVERNING LAW

- 4.1 This RFT is governed by the law in South Australia.
- 4.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

5. ICAC

Tenderers acknowledge that if they enter into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act, 2012 (SA) (ICAC Act)* and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

6. SECTION C – SPECIFICATIONS FOR THE SERVICES

Works Specifications

Tenders are required to individually itemise the different aspects of the project. Tenders with a higher level of detail will be looked upon more favourably.

The works required to complete the renovations are as follows:

Bathroom

Works required

1. Complete demo of bathroom
2. Supply & install
3. Wall & ceiling linings
4. Floor topping, waterproof
5. Tile floor to ceiling
6. Floor tiles 300x300 or 600x 600 grey
7. Wall tiles 300x600 white

Notes:

- Walk in shower, mixers, strip grate & free standing glass panel
- Option for either toilet or free standing bath
- Chosen option will be plumbed in correctly (currently not, bath drain is running through the wall to external drain)
- Vanity, mirror and paint
- All fittings and fixtures economy class

Laundry / Toilet

Works required

1. Complete demo of Laundry / Toilet
2. Supply & install
3. Renew wall linings
4. Floor tiles 300x300 or 600x 600 grey
5. Wall tiles 300x600 white
6. Finish with skirting tile & splash back
7. Install linen cupboard, bench top & built in sink/bowl
8. Swivel mixer
9. Push back toilet system
10. Paint

Notes:

- N/A

Kitchen & Pantry

Works required

1. Complete demo of Kitchen & Pantry
2. Replace water damage ceiling sheet in kitchen
3. Supply & install
4. Tiled or laminate kitchen splash back
5. Replace existing pantry with adjustable shelving
6. Paint

Notes:

- New cabinetry – doors/panels laminated with 1mm ABS edging with soft close
- New bench/tops - laminated
- Dishwasher alcove provision
- Oven, cook top & range hood

Linon Cupboard

Works required

1. Complete demo of linen cupboard
2. Supply & install
3. Renew wall linings
4. Paint

Notes:

- 3 sliding doors with adjustable shelving

Main Bedroom Robe

Works required

1. 4 sliding doors (2x mirror)
2. 8 soft/close drawers
3. Adjustable shelving
4. Double & single hanging

Notes:

- N/A

Flooring

Works required

1. Supply & install

Notes:

- Carpet in 4 bedrooms
- Vinyl planks in entry, passage, lounge & kitchen

Window Dressings

Works required

1. Supply & install

Notes:

- Blinds - 8 windows - day/night
- 1 sliding door - vertical blind

Additional Works

Works required

1. Supply & install

Notes:

- Replace current batten holders with LED oyster lights in kitchen, bedrooms, lounge, family & dining.
- Replace current lights in pantry, laundry & hallway with LED downlights
- Changeover/replacement of power outlets (allowance made for 25 doubles)
- Changeover/install of 2 x smoke detectors
- Replacement of ceiling fan with LED light in master bedroom.
- Replacement of light switches (allowance for 17)
- Installation of weatherproof power outlet for pressure pump
- Installation of 4 x exterior up/down wall lights.
- Replacement of 1 x TV outlet
- Minor upgrade of switchboard to upgrade lighting circuits to RCD protection.
- Replace Evaporative Air-Conditioning Unit with Ducted Reverse cycle & add 2 additional vents to bedrooms

Successful applicant will need to become part of Councils Contractor Register [if not already]

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7. SECTION D – TENDER RESPONSE SCHEDULES

SECTION E – TENDER RESPONSE SCHEDULES FOR SERVICES

Schedule 1 Tender Form – Formal Offer


I/We _____ (Tenderer) on having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of the Request for Tender, do hereby tender to provide and complete the Services described in the Specifications as per RFT in accordance with the Contract for the amounts set out in the Tender Return Schedules attached.

The Tenderer:

1. is subject to the terms and conditions set out in the Conditions of Tendering;
 2. irrevocably offers to perform the Services on the terms of the Contract and the Specifications as per RFT which form part of the Tender Documents subject only to the variations set out in Schedule 12;
 3. confirms that this Tender has been prepared without any consultation, communication, agreement or other arrangement with any competitor regarding:
 - 3.1 prices or methods, factors or formulae used to calculate prices;
 - 3.2 the intention or decision to submit a Tender, or the terms of the Tender;
 - 3.3 the submission of a Non-Conforming Tender; and
 - 3.4 the quality, quantity, specifications or particulars of the Services; and
 4. holds this offer open and capable of acceptance by the Council for a period of 90 days from the closing date.
 5. Has sufficient resources to provide the services required in the context of any other current and anticipated work commitments.
-

The undersigned undertakes that if selected as the successful Tenderer, ~~it~~ will execute and be bound by the Contract in accordance with the Conditions of Tendering.

If the Tenderer is a company, it must execute this Tender as follows:

Executed by [Insert Company name] pursuant to section 127 of the <i>Corporations Act 2001</i>	
_____ Signature of Director  _____ Name of Director (print) Date: 8/8/22	_____ Signature of Director/Company Secretary (<i>Please delete as applicable</i>) _____ Name of Director/Company Secretary (print) Date:
OR	
_____ Signature of Sole Director and Sole Company Secretary _____ Name of Sole Director and Sole Company Secretary (print)	_____ Date: _____ Date
OR	
Signed for [Insert name of Representative] by an authorised representative in the presence of.	
_____ Signature of witness _____ Name of witness (print) Date:	_____ Signature of authorised representative _____ Name of authorised representative (print) _____ Position of authorised representative (print) Date:

If the Tenderer is an individual, the document must be executed as follows:

Signed by [insert name] in the presence of.	
_____ Signature	_____ Signature of witness
_____ Name of Individual (print)	_____ Name of witness (print)
Date: ___/___/___	Date: ___/___/___

If the Tenderer is a Discretionary Trust, the document must be executed as follows:

Executed by [Insert Names of Trustees] as Trustees for the [Insert Names of Trust]	
_____ Signature of Trustee	_____ Signature of Trustee
_____ Name of Trustee (print)	_____ Name of Trustee (print)
Date: ___/___/___	Date: ___/___/___

If the Tenderer is a partnership, the Tender must be executed as follows:

Partner 1:


Signed by [insert name] in the presence of.	
_____ Signature of witness	_____ Signature of partner
_____ Name of witness (print)	Date:
_____ Address of witness (print)	
Date:	

Partner 2:

Signed by [insert name] in the presence of.	
_____ Signature of witness	_____ Signature of partner
_____ Name of witness (print)	Date:
_____ Address of witness (print)	
Date:	

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Schedule 2 Tenderer's Details

<p>1. Name of Tenderer State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names.</p>	<p>Tyson Beck General Building Pty Ltd</p>
<p>Australian Business Number (ABN)</p>	
<p>Australian Company Number (ACN)</p>	
<p>2. Contact person Nominate a contact person for this tender to deal with any questions or queries that may arise.</p>	<p>} previously provided</p>
<p>3. Registered address</p>	
<p>4. Postal address</p>	
<p>5. Telephone</p>	
<p>6. Email</p>	
<p>7. Tenderer to confirm that any Addenda provided with this Tender have been reviewed and included in the response</p>	<p>Signed: </p>

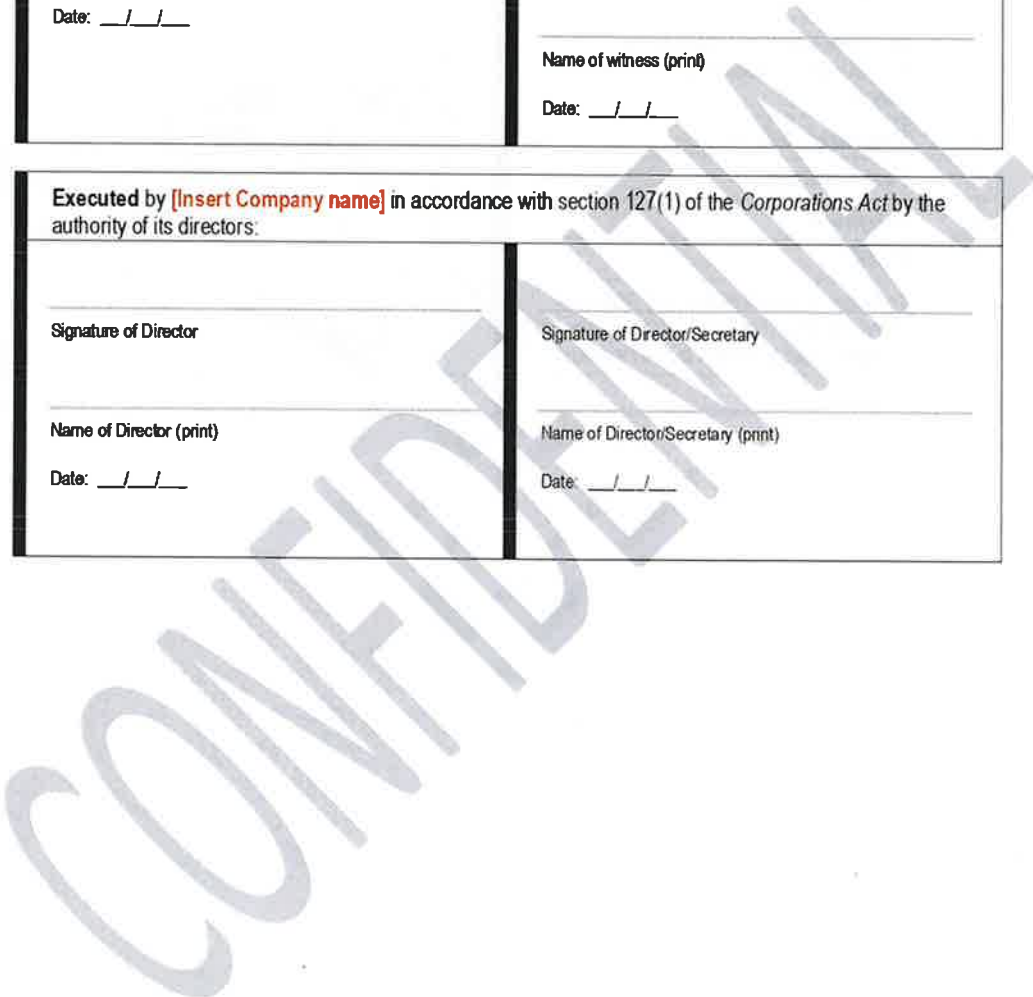
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8. EXECUTED as an agreement

9. By the Council

SIGNED by Shilo Wyatt under delegated authority in the presence of.	
_____ Signature	_____ Signature of witness
Date: ___/___/___	_____ Name of witness (print)
	Date: ___/___/___

Executed by [Insert Company name] in accordance with section 127(1) of the <i>Corporations Act</i> by the authority of its directors:	
_____ Signature of Director	_____ Signature of Director/Secretary
_____ Name of Director (print)	_____ Name of Director/Secretary (print)
Date: ___/___/___	Date: ___/___/___



Schedule 3 Financial Capacity

To enable Council to evaluate the capacity of your Organisation to undertake the provision of the Services, the Tenderer is required to provide the following information:

Tenderers are required to demonstrate they have the financial capacity to provide, over the term of the Contract for Goods and/or Services, all the requirements specified. Tenderers are required to consider the information below and complete the schedule accordingly.

Tenderers are required to undertake to provide Council upon request all such information as Council reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Goods and/or Services for which they are tendering and to otherwise meet their obligations under the proposed Contract for Goods and/or Services.

Council reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact the Tenderer concerning the financial information that the Tenderer is required to provide.

The financial assessment is specifically for use by Council for the purpose of assessing Tenders and will be treated as strictly confidential.

Question #	Detail	Please answer Yes or No
1	The Tenderer must indicate whether or not it agrees to assist in the financial assessment process	yes
2	The Tenderer must indicate that if required it will submit copies of its annual audited documents including but not limited to annual reports and balance sheets, profit and loss statements, and cash flow statements for the last two financial years	yes
3	The Tenderer must indicate whether or not it will co-operate with an independent financial assessor during the conduct of financial assessments	yes
4	If the Tenderer provides a 'no' response to any of the above please provide a statement detailing the Tenderer's reasons <i>(the statement should not exceed 300 words)</i> .	

Attach response to Question 4 here or as an attachment if required

Schedule 4 Licences and Accreditation

Provide details of all licences, accreditations or Membership to relevant Industry Peak Body, currently held by the tenderer that would be required or relevant in order to undertake to provide the services of this Tender.

Licence/Accreditation/Membership	Licence/Accreditation Detail	Expiry date (if applicable)

Copy of all licences/Accreditation/Membership is to be attached to this response.

Previously provided

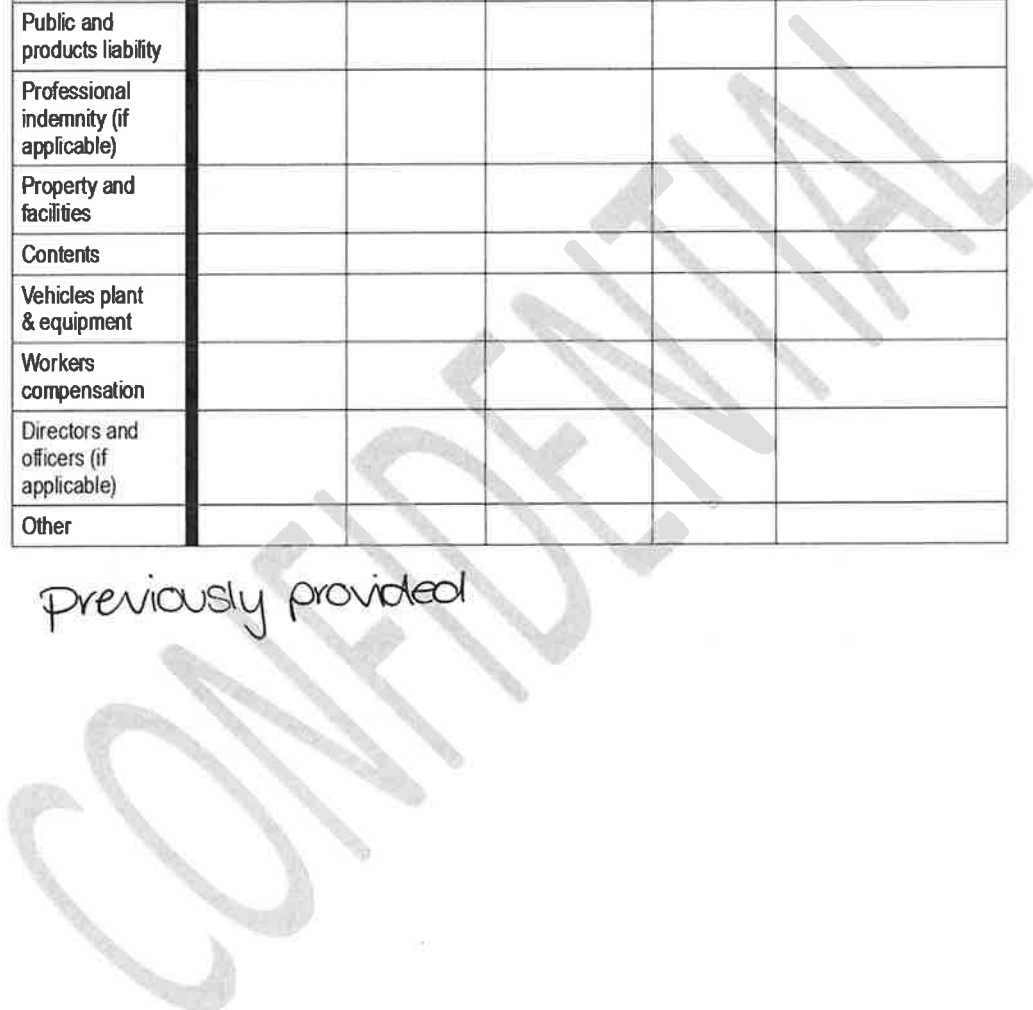
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Schedule 5 Insurance

Provide details of insurance currently held by you that would be extended to provide cover for work under the Contract.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident \$A	In aggregate \$A		
Public and products liability					
Professional indemnity (if applicable)					
Property and facilities					
Contents					
Vehicles plant & equipment					
Workers compensation					
Directors and officers (if applicable)					
Other					

Previously provided



Schedule 6 Work Health & Safety & Risk Management

Tenderer is to provide WHS information relevant to assessing the capacity and suitability of the tenderer to provide the goods and/or services (without assuming risk) by responding either **Yes or No** below.

Key issues include:

• Is the tenderer aware of its Work Health & Safety obligations?	Yes
• Does the tenderer comply with its legal obligations under the Work Health and Safety Act 2012	Yes
• Has the tenderer identified any WHS risks in the provision of the goods or services and if so determined measures to ensure so far as is reasonably practicable, the health and safety of personnel involved in the provision of the goods or services?	Yes
• Has the tenderer made personnel aware of their WHS obligations and WHS risks in the provision of the goods or services?	Yes
• Has the tenderer been investigated in regard to a WHS incident and, if so, provide the circumstances of the incident and outcome of the investigation.	No
• Has the tenderer been convicted of a work health and safety offence and if so, what were the circumstances?	No
• Has the tenderer undertaken a Third Party Accreditation of it's WHS Policy?	No

Please note: All councils are committed to ensuring the safety of all workers and visitors. This commitment extends to ensuring goods and services purchased meet or exceed all safety requirements and will not, in normal use, pose any or unexpected risks.

The successful Tenderers will be required to undertake Inductions on site for each body of works or supply of goods to be undertaken.

The successful Tenderer must acknowledge that it will, when on any council premises, comply with all reasonable directions of the council, including but not limited to documented procedures relating to WHS, and any security requirements. This obligation extends to all procedures which are notified to the successful Tenderer by the council or which might reasonably be inferred by the successful Tenderer in all circumstances. The successful Tenderer must comply with all requirements under statutory WHS legislations.

Schedule 7 Environmental management systems

Tenderers are to provide details of their environmental management system as follows by indicating **Yes** or **No** or *list information as required*.

Does the tenderer have an environmental management system relevant to the provision of the Goods and/or Services?	No
Is the tenderer's Environmental Management System a current ISO 14001 Environmental Management Certification or an alternative Third Party Certification?	[advise either Yes/No – if Yes please advise which Certification]
Has the tenderer considered any environmental risks in the provision of the Goods and/or Services?	No
If "Yes" has the tenderer identified practicable measures to remove or substantially mitigate these risks?	[if Yes, provide overview of mitigation strategy]

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Schedule 8 Quality Systems

Tenderers are to provide details of their Quality System as follows by indicating **Yes** or **No** or *list information as required*:

Does the tenderer have a Quality System relevant to the provision of the Services?	No
Is the tenderer's Quality Management System a current ISO 9001 Quality Management Certification or an alternative Third Party Certification?	[advise either Yes/No – if Yes please advise which Certification]
Has the tenderer considered any risks to Quality in the provision of the Services?	NO
If "Yes" has the tenderer identified practicable measures to remove or substantially mitigate these risks?	[if Yes, provide overview of mitigation strategy]

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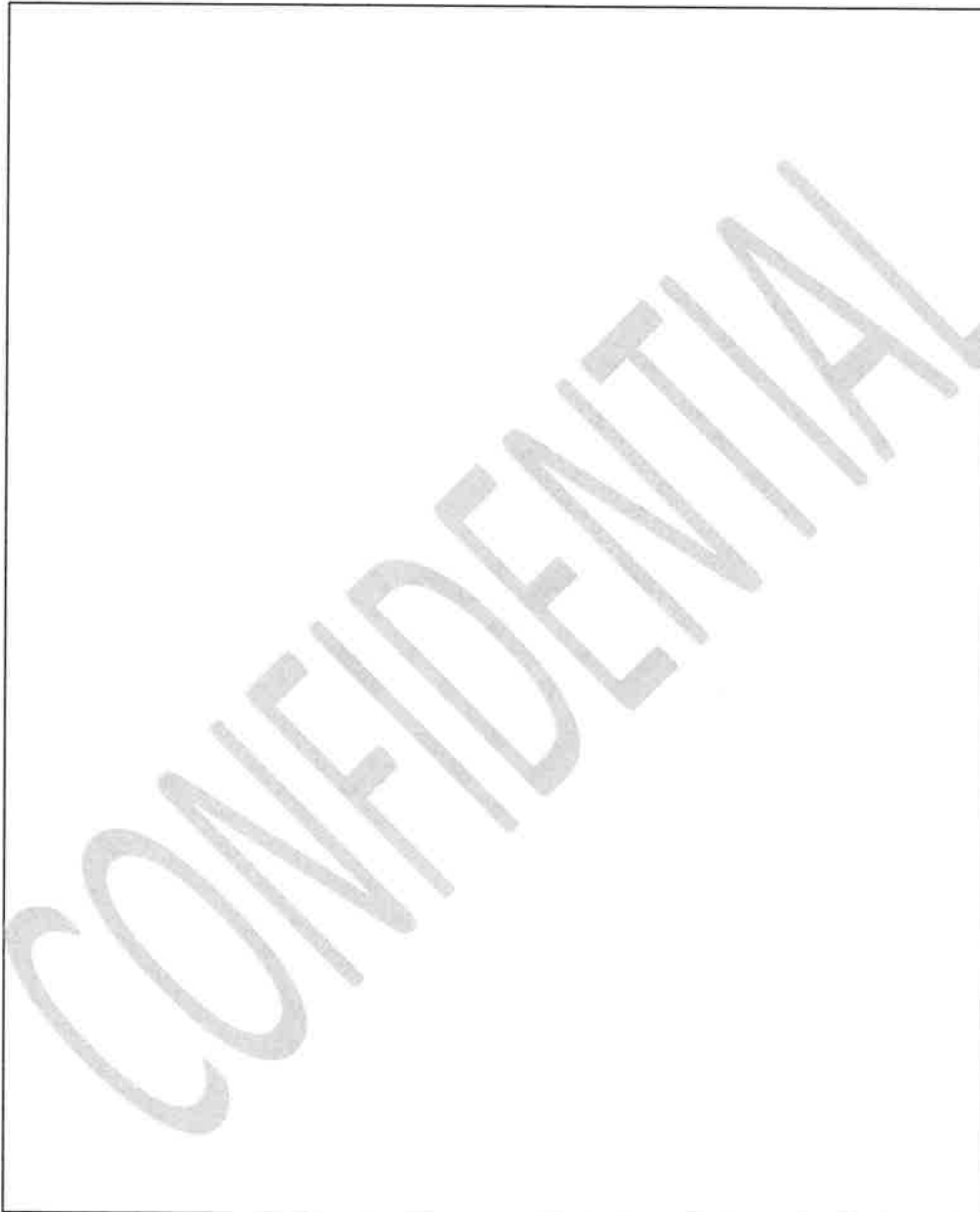
Schedule 9 Industrial Relations Record

Provide a summary of the Tenderer's industrial relations record over the last three years.

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Schedule 10 Conflict of Interest

The Tenderers are required to provide details of any interest, relationship or clients which may or do give rise to a conflict of interest, the issue about which that conflict or potential conflict does or may arise and advice of how the disclosed conflict of interest will be managed.



Schedule 11 Referees

The Tenderer is required to provide information on past contracts, including referees. Referees may be contacted with regard to the provision of Goods and/or Services offered in the Tenderer's response. The Tenderer must provide the information requested in the tables below for three contracts for the provision of goods and/or services of a similar nature to those detailed in the Specifications undertaken in the last three years or current. The Referees are **NOT** to be current employees of the Council.

Contract Short Title	<i>(Insert response in table or provide as an attachment)</i>		
Brief Description of Services			
Value of Services (GST Exclusive)		Period of Service Delivery	
Client Name			
Client Contact Name and Position Title			
Client Contact Phone and Email			

Contract Short Title	<i>(Insert response in table or provide as an attachment)</i>		
Brief Description of Services			
Value of Services (GST Exclusive)		Period of Service Delivery	
Client Name			
Client Contact Name and Position Title			
Client Contact Phone and Email			

Contract Short Title	<i>(Insert response in table or provide as an attachment)</i>		
Brief Description of Services			
Value of Services (GST Exclusive)		Period of Service Delivery	
Client Name			
Client Contact Name and Position Title			
Client Contact Phone and Email			

Schedule 13 Organisation Structure, Facilities and Resources**1. Organisation structure**

Provide details of the staff and the organisation structure proposed to be used for performance of the Services. Details must include but not be limited to:

- Company structure to be used to support the Services including size and location of office, organisation structure
- Details of the award, enterprise agreement, and/or local area workplace agreement, under which staff will be employed, and rates of pay, conditions, or allowances.

2. Employees

Provide details of number of staff proposed to be used and their qualifications and experience

3. Other details (eg specific plant & equipment, vehicles)

4. Facilities

Provide details

5. **Proposed subcontractors**

Provide details in the Table below the proposed sub-contractors or other representatives to be employed or engaged by the Tenderer. The Tenderer must define the scope and extent of Services and provision of items to be provided by sub-contractors.

Subcontractor's name and address	Services to be provided	Item(s)

6. **Contingency arrangements**

Provide details of contingency arrangements should any facilities, sites or employees required to provide the Services become unavailable in the short and long term.

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Schedule 14 Experience

1. Past performance

For how many years has the Tenderer engaged in the type of work included in the Services?

Has the Tenderer had an appointment terminated on a project in the last five years? If yes please provide brief details.

Has the Tenderer terminated a project in the last five years? If yes please provide brief details.

Has the Tenderer refused to continue providing services under a contract in the last five years unless the terms or payments were changed from those which were originally agreed? If yes please provide brief details.

2. Current contracts and Other Commitments

Provide a summary of current engagements for local government and any other commitments

Schedule 15 Customer Service Plan

Tenderers must demonstrate their capacity and skill in regard to the provision of customer service. Tenderers must describe what systems they will use and performance levels that will be achieved in the provision of advice and response to enquiries, complaints, and requests for assistance from members of the public. This must include but not be limited to:

- procedures for the handling of all enquiries and complaints;
- staff education programs to ensure highest levels of customer service are attained and maintained;
- indicative performance standards for handling of enquiries and complaints, including specific time scales;
- number and qualifications of staff who will provide this service;
- location/s of enquiry and assistance points where enquiries and complaints will be managed;
- hours of availability of customer service and supervisory staff;
- how the complaints register will be maintained;
- proposed information leaflets, forms and reports that will be used in providing this service

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Schedule 16 Implementation Schedule and Transition Plan**1. Implementation schedule**

Tenderers must provide a comprehensive project plan or Gantt Chart that encompasses all activities required as outlined under Section C – Specification, including timelines for each activity from Contract execution to Contract 'start date'.

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Schedule 17 Value Added Services, Improvements and Innovations

Provide details of any other benefits you can offer to improve the level of service or value of your Tender.

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Schedule 18 Pricing

All prices must be listed exclusive of GST

Provide a breakdown of the costs for the Services and/or each type of Service required (if applicable) and/or breakdown of fixed and variable costs (if applicable).

Pricing that has not been included in the tendered price may not be approved for payment by the Council without full justification and final approval at the discretion of the Council. It is therefore essential that all possible charges are listed within the fixed price below.

FIXED PRICE

The above Fixed Price is made up of the following elements:

Description (List all charges – eg wages, travel, incidentals and where applicable, the CITB Levy)	Unit (eg Rate per Hour & Hours allocated, km travelled etc)	Price (ex GST)	GST Component	Price (inc GST)

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Schedule 19 COVID- 19 Existing Conditions

Respondents must demonstrate and provide details as to how it intends to manage the potential impacts and disruptions that may arise from the presence of the COVID-19 pandemic (**Existing Conditions**) and any strategies that will be employed to mitigate same.

<p>1. Cash Flow</p> <p>The Respondent must identify any issue(s) that the Existing Conditions may have on the Respondent's cash flow and how it intends to mitigate or manage such an issue.</p>		
Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact
<p>2. Supply Chain – Materials</p> <p>The Respondent must identify any issue(s) that the Existing Conditions may have on the Respondent's supply chain and how it intends to mitigate or manage such an issue.</p>		
Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact
<p>3. Programme</p> <p>The Respondent must provide details as to any issue(s) resulting from the Existing Conditions that may disrupt their intended program for the delivery or supply of [services / goods / works] and how it intends to mitigate or manage such issues, should they arise.</p>		
Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact

4. Work Force

The Respondent must provide details as to any issue(s) resulting from the Existing Condition that may disrupt or impact the Respondent's workforce. The Respondent must also provide how it intends to conform to any social distancing requirements or directives applicable at the time of the engagement.

Issue	Potential or foreseen disruption and/or impact	Social distancing practices and/or relevant policies of the Respondent	Intended management strategy to mitigate or avoid disruption and/or impact

5. Transportation Impediment

The Respondent must identify any issue(s) that any law, directive or requirement which prevents, delays or interrupts travel by air, sea, rail, road or any other means over or across international, national and internal borders as a result of the Existing Conditions may impact or disrupt the Respondent's logistics in providing the [goods/ services/ works] .

Issue	Potential or foreseen disruption and/or impact	Intended management strategy to mitigate or avoid disruption and/or impact

6. Policies

Respondent is required advise what policies it has adopted to deal with, and mitigate the impact of, the COVID-19 pandemic.

****Respondent to attach copies of relevant policies to its Response.**

What Policy?	Relevant clause in Policy	How does it deal with COVID-19

7. Contract Terms		
List any clauses in the [insert description of relevant contract in this procurement] which will be impacted by the COVID-19 pandemic and how you propose to deal with them		
Issue	Clause in Contract	Intended management strategy to mitigate or avoid disruption and/or impact

~~✱~~ information has previously been submitted for other contracted work.

Name of Project		18 Hensley Street Pinnaroo - Tender Assessment			
	Tyson Beck General Builder	Built By Andy	Company	Company	Company
Total \$	900	450			
Anticipated Completion Date	200	400			
Other known costs to Council - Direct / Indirect	75	150			
Reputation / Customer Satisfaction	195	195			
Experience with type of project	80	100			
Response to Specs/Brief/Timeliness	80	100			
Total Assessment Score (1000)	1530	1395			

5 CONFIDENTIAL ITEMS**5.2 18 HENSLEY STREET PINNAROO - AWARDING OF CONTRACT****RECOMMENDATION**

That having considered agenda Item 5.2 in confidence under section 90 (2) and (3) (k) of the Local Government Act 1999, the Council pursuant to section 91 (7) of the Act orders that the documents considered by the Council, including the officer's report and all minutes be retained in confidence. This order is to be reviewed at or before the ordinary Council meeting to be held in January 2023, as to if this order is to continue in operation.

**MOVED COUNCILLOR ANDREW GRIEGER
SECONDED COUNCILLOR MICK SPARNON**

That having considered agenda Item 5.2 in confidence under section 90 (2) and (3) (k) of the Local Government Act 1999, the Council pursuant to section 91 (7) of the Act orders that the documents considered by the Council, including the officer's report and all minutes be retained in confidence. This order is to be reviewed at or before the ordinary Council meeting to be held in January 2023, as to if this order is to continue in operation.

CARRIED.