Brighton Council

Document 1 - Early Contractor Involvement (ECI) Tender Documents and Specification

Brighton Council Chambers Refurbishment

October 2026



Brighton going places

We acknowledge the traditional owners who once walked this country: the Mumirimina people.

The Mumirimina belonged to the Oyster Bay tribe. This was the largest tribe in Tasmania and covered 8000 square kilometres. kutalayna levee in Brighton was a significant meeting place where hundreds of generations of Aboriginal families hunted, gathered, corroboreed, camped and traded.

In the course of colonisation, dispossession of the Mumirimina was early, rapid and extensive.

We acknowledge the Tasmanian Aboriginal Community today as the continuing custodians of this land, and pay our respects to Elders past and present. Through our words and actions we strive to build a community that reflects and respects the history and hopes for all the people of Brighton.

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1. Conditions of Tender

1.1 Invitation to Tender

Brighton Council (the Principal) invites tenders from suitably qualified and experienced building contractors to participate in a two-stage engagement for the Brighton Council Chambers Refurbishment project (the Project):

- **Stage 1 – Early Contractor Involvement (ECI)**
  The selected contractor (the Contractor) shall work with the Principal, architect and consultants (the Design Team) from the commencement of Construction Documentation (CD) to improve the constructability of the Project, refine cost estimates, identify and manage risks, and optimise the construction program and costs.
- **Stage 2 – Construction Contract**
  Subject to Council approval and agreement on the construction scope, price, program and contractual terms, the Principal intends to engage the Contractor to undertake the construction works for the Project.

This Request for Tender is a two-stage procurement process for both the Stage 1 ECI engagement and Stage 2 Construction Contract. Council intends that any Stage 2 Construction Contract will be entered into with the successful Tenderer on the basis of this tender process, without a further public tender, subject to these Conditions of Tender, Council approval and agreement of the matters referred to above.

1.2 Project Overview

The objective of the Project is to deliver a high-quality internal refurbishment of the existing Brighton Council Chambers building to provide a contemporary and fit-for-purpose office space for Council staff. The proposed works include refurbishment of the existing Council Chambers building, including the following reformatted spaces; open plan office, executive offices, meeting rooms, kitchen and staffroom upgrades, amenities upgrades, and foyer redesign. The **current estimated construction cost is $2.70m (ex. GST)**, inclusive of preliminaries, contractor overheads, profit and price escalation. Note that this estimate is preliminary and will be reviewed and refined through the ECI process.

The project is currently progressing through Design Development (DD), with the design having undergone value management to align the proposed scope with Council's budget objectives. CD is expected to commence late November 2026. The Contractor shall work collaboratively with the Principal and the Design Team to inform CD and establish a practical, cost-effective and deliverable construction solution.

1.3 Tender Package Structure

The Tender Documents comprise the following:

- Document 1 – ECI Tender Documents and Specification
- Document 2 – Supporting Documents
- Document 3 – Tender Schedules (Part A – Form of Tender and Tender Schedules; Part B – Stage 1 ECI Services Agreement)

Tenderers must **review all documents** and **submit a completed Document 3 – Tender Schedules**.

1.4 Lodgement of Tenders

Tenders must be lodged either electronically via email at tenders@brighton.tas.gov.au, or in writing, delivered to Brighton Council 1 Tivoli Road Old Beach, TAS 7017, by 5pm 20 November 2026.

Tender submissions must be clearly identified as:

RFT – Brighton Council Chambers Refurbishment – Early Contractor Involvement

1.5 Tender Enquiries

All enquiries during the Tender period shall be directed to:

Isabella Fyfe, Engineering Project Officer (03) 6268 7000 or isabella.fyfe@brighton.tas.gov.au

1.6 Tender Conditions

Tenders must remain valid for acceptance for **60 days** from the tender closing date.

All queries must be directed to the Council contact listed in Section 1.5. Council may issue clarifications or addenda to all tenderers as required.

Tenderers must disclose any actual, potential or perceived conflicts of interest relevant to the procurement and treat confidential information provided by Council accordingly.

Council reserves its rights in accordance with its Code of Tendering (AP08) and applicable requirements.

Selection for the ECI engagement does not guarantee appointment to undertake the construction works. Any subsequent construction engagement is subject to Council approval and agreement on the construction scope, price, program and applicable contract terms.

Without limiting its rights under its Code for Tenders and Contracts, Council may, in its absolute discretion: (a) accept or reject any tender and is not bound to accept the lowest or any tender; (b) shortlist one or more Tenderers, seek clarification of any tender and interview Tenderers; (c) negotiate with one or more preferred Tenderers, including on the ECI Fee, the Stage 2 Commercial Terms and any departures; (d) vary, suspend or terminate this tender process at any time; and (e) waive any non-compliance with these Conditions of Tender.

Tenderers must identify any proposed departure from the Tender Documents, including from the Stage 1 ECI Services Agreement (Document 3, Part B) and the proposed Stage 2 Construction Contract and its special conditions and contract particulars (Document 2, Section E), in the Schedule of Departures in the Form of Tender. A Tenderer that does not list a departure is taken to accept the relevant document without departure. Council may take any departure into account in evaluating tenders.

Council will accept a tender only by written notice of acceptance. The successful Tenderer must then execute the Stage 1 ECI Services Agreement in the form in Document 3, Part B, completed in accordance with its tender, including the tendered ECI Fee and Stage 2 Commercial Terms.

Tenderers bear their own costs of preparing and lodging a tender and of participating in this tender process. Council is not liable to any Tenderer for any cost, loss or expense, whether or not this tender process proceeds or any tender is accepted. No contract (including any process contract) arises between Council and any Tenderer unless and until Council gives written notice of acceptance of a tender.

1.7 Selection Criteria

Tenders shall be assessed against the following selection criteria:

1. **ECI Methodology and Approach (20%)**
   Tenderers are to demonstrate their approach to collaboration with Council and the design team during CD, including design review, constructability, cost and value management, risk management, programming and coordination. Tenderers should demonstrate how they will develop and refine construction cost estimates, monitor costs against the available construction budget, and identify opportunities for a cost-effective, buildable design.
2. **Environmental and Sustainable Practices (20%)**
   The proposed approach to retaining and reusing existing building elements and materials, reducing demolition and landfill, using recycled or recovered materials, reducing embodied carbon, improving operational energy efficiency and achieving practical, cost-effective sustainability outcomes.
3. **Price (20%)**
   The proposed ECI Fee and the Stage 2 Commercial Terms (profit and overheads margin, preliminaries and schedule of rates), which bind the successful Tenderer if Council proceeds to Stage 2, together with the transparency and reasonableness of the indicative construction price. The indicative construction price is not binding and will be assessed for reasonableness and alignment with the Project budget. Council may seek clarification or negotiate the ECI fee and other commercial terms where appropriate.
4. **Past Performance and Relevant Experience (15%)**
   Relevant experience delivering refurbishment, retrofit or similar construction projects, including the experience of the proposed project team. Experience delivering projects for local government or other public sector clients may also be considered.
5. **Supervision and Quality Assurance (15%)**
   Qualifications and experience of key personnel, proposed roles and level of involvement, together with quality management systems, accreditation or other processes used to achieve compliant and high-quality outcomes.
6. **Workplace Health and Safety (WHS) (10%)**
   Documented procedures and demonstrated capability to manage WHS risks during subsequent construction works, including compliance with applicable legislation and regulations.

In addition to the weighted criteria, each tender must satisfy the following mandatory (pass/fail) requirements: (a) the Tenderer holds a current builder's license under the Occupational Licensing Act 2005 (Tas) appropriate to the Works; (b) the Tenderer holds, or will obtain before commencing, the insurances required by the Stage 1 ECI Services Agreement; and (c) the Tenderer demonstrates financial capacity appropriate to a construction contract of approximately $2.7 million and provides any financial information Council reasonably requests.

1.8 Tender Evaluation

Each criterion listed in Section 1.7 shall be scored on a scale of 0–10, with the score reflecting the extent to which the tender demonstrates the required capability, benefits and management of risks.

Scores for each criterion will be weighted according to the percentages in Section 1.7 to determine the overall tender score.

Score	Description	Detailed Description
9-10	Superior	Demonstrated strengths in all issues and few if any weaknesses. Offers many benefits. Low risk and/or risks can be managed with low cost.
6-8	Good	Demonstrated strengths in most issues and few weaknesses. Offers many benefits. Low-moderate risk and/or risks can be managed with low-moderate cost.
4-5	Adequate	Demonstrated strengths in some issues and some weaknesses. Offers some benefits. Moderate risk and/or risks can be managed with moderate cost.
1-3	Poor to deficient	Demonstrated little strength and many weaknesses. Offers few benefits. Moderate-high risk and/or risks can be managed with moderate-high cost.
0	Unacceptable	Provides little if any information that can be assessed. Contains many errors and/or omissions. Doesn't address criteria.

2. Form of Tender

The Form of Tender is provided in Document 3, Part A, and must be completed and signed by the Tenderer. The Stage 1 ECI Services Agreement is provided in Document 3, Part B. The successful Tenderer will be required to execute the Stage 1 ECI Services Agreement, completed in accordance with its tender.

The proposed Stage 2 Construction Contract (Form of Contract and Conditions) is provided in Document 2, Section E, for Tenderer's review. The final contract details, including but not restricted to the agreed construction price, program and applicable schedules, will be finalised following Stage 1, subject to the Principal's decision to proceed to Stage 2 and completion of the required contractual arrangements. The Stage 2 Commercial Terms tendered in Document 3 bind the successful Tenderer under the Stage 1 ECI Services Agreement and will be incorporated into the Stage 2 Construction Contract if Council proceeds to Stage 2 with that Tenderer.

3. ECI Specification

3.1 Scope of Services

The Contractor shall work collaboratively with the Principal and the Design Team during the Stage 1 – Early Contractor Involvement (ECI) duration to:

a. Participate in fortnightly design coordination meetings and provide advice on constructability and construction methodology.
b. Review developing CD, provide cost advice and identify opportunities for value management and cost optimisation.
c. Identify significant construction risks, design coordination issues, constraints and required investigations.
d. Advise on construction staging, site access, procurement, material availability and construction programming.

e. Identify opportunities to retain and reuse existing materials, minimise waste and improve resource efficiency.

3.2 Stage 1 Deliverables

Within 10 Business Days after the Principal notifies the Contractor that the Construction Documentation is complete, at the conclusion of Stage 1 – Early Contractor Involvement, the Contractor shall submit a Final Construction Proposal (the Proposal) based on the Construction Documentation drawings. The Proposal shall include:

1. An Open Book Fixed Lump Sum Price including the following:
   a. A detailed breakdown (material and labour) of the Contractor's direct Trade Works
   b. Sub-Contractor quotes to be provided (a minimum of two quotes for each Trade)
   c. Preliminaries, calculated in accordance with the Stage 2 Commercial Terms, and agreed Provisional Sums (the ECI Fee is paid under the Stage 1 ECI Services Agreement and must not be included)
   d. The Contractor's Profit and Overhead percentage tendered as part of the Stage 2 Commercial Terms will applied to the Contractor's Preliminaries, Trade Works (including Subcontractor and Builders Trades) and Provisional Sums
2. The proposed Construction Methodology and Program
3. Key assumptions, exclusions, outstanding risks and any unresolved matters affecting the proposed price, scope or program
4. Trade package list detailing the Contractor's direct Trade Works and Sub-Contractor Trades including a list of Sub-Contractors to tender (minimum of two Sub-Contractors for each Trade)

The Proposal shall provide a basis for the Principal to assess whether to proceed to Stage 2.

The Principal's appointed Quantity Surveyor (QS) will also complete a Tender Estimate based on the Construction Documentation drawings for comparison to the Contractor's Price.

3.3 Stage 2 Construction Contract

Following completion of Stage 1, the Contractor may be invited to undertake **Stage 2 – Construction Contract** which shall encompass the construction and delivery of the project. This is subject to the Principal's approval and agreement on the final scope, price, program and contractual terms.

Appointment as the ECI Contractor does not guarantee the award of a construction contract. No construction works shall commence until the relevant construction contract has been executed.

The Contractor's Stage 2 proposal shall reflect the completed design documentation and agreed outcomes of the ECI process. The Principal reserves the right not to proceed to Stage 2.

3.4 Project Program

The Contractor shall coordinate its ECI activities with the indicative project program provided in Document 2 – Supporting Documentation. The Contractor shall identify any anticipated impacts on key milestones and provide an updated construction program with each interim cost plan and as part of the Final Construction Proposal.