Brighton Council

Document 3 - Tender Schedules

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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Part A - Form of Tender and Tender Schedules

1. Form of Tender

Contract Title:	***Brighton Council Chambers Refurbishment***
Tender Closing Date and Time:	**5pm, Friday, 20th November 2026**
Lodgment Address:	Brighton Council Chambers 1 Tivoli Road, Old Beach TAS, 7017
Electronic Lodgement:	tenders@brighton.tas.gov.au

1. Tenderer Details

Legal Name of Tenderer:

.....

Trading Name (if applicable):

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ABN:

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Registered Business Address:

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Contact Person:

.....

Telephone: ..... **Email:** .....

2. Tender Offer

Under and subject to the Conditions of Tender and the other Tender Documents, I/We, the undersigned, tender to undertake the **Stage 1 – Early Contractor Involvement (ECI) engagement** for the Brighton Council Chambers Refurbishment in accordance with the Tender Documents, including the ECI Specification and required deliverables, on the terms of the Stage 1 ECI Services Agreement in Part B and for the Stage 1 ECI Fee stated below. I/We also offer the Stage 2 Commercial Terms stated below, which will bind me/us in accordance with that agreement if this tender is accepted.

Stage 1 ECI Management Fee (excluding GST): $.....

GST: $.....

Stage 1 ECI Management Fee (including GST): $.....

The Stage 1 ECI Fee must equal the total in Section 2.2.1 (ECI Management Fee). It is the Fee Cap under the Stage 1 ECI Services Agreement. *Continued on the next page…*

Stage 2 Commercial Terms (binding under the Stage 1 ECI Services Agreement if Council proceeds to Stage 2 with the Tenderer).

Contractor's profit and overheads margin (applied to Preliminaries, Trade Works and Provisional Sums):	.....%
Preliminaries lump sum (excluding GST) – total from Section 2.2.2:	$.....
Margin on variations:	.....%
Schedule of rates for variations – Section 2.2.5:	as completed by the Tenderer in the form of the schedule of rates at Document 2, Section E, clause 1.2
Indicative construction price (for evaluation only – not binding) (excluding GST) – total from Section 2.2	$.....

3. Acknowledgements

I/We acknowledge that:

a. This tender is made in a two-stage procurement process. If accepted, it binds the Tenderer to the Stage 1 ECI Services Agreement and to the Stage 2 Commercial Terms, but does not oblige Council to proceed to Stage 2.
b. Acceptance of this tender does not guarantee progression to Stage 2 – Construction. Any construction engagement is subject to Council approval and agreement on the final construction scope, price, program and contractual arrangements.
c. This tender remains valid for the period specified in the Conditions of Tender.
d. The tenderer has reviewed the Tender Documents, including the Stage 1 ECI Services Agreement (Part B) and the proposed Stage 2 Construction Contract (Document 2, Section E), and has disclosed any proposed departures, qualifications or non-compliances below or in an attached schedule. If none, the tenderer confirms that there are no departures.
e. Any departure, qualification or assumption not listed below or in Section 2.3 does not form part of this tender, and binds Council only if Council expressly accepts it in writing.

4. Departures, qualifications or non-compliances:

The Tenderer shall identify any departures, qualifications, exclusions or non-compliances with the Tender Documents (including the Stage 1 ECI Services Agreement in Part B, and the proposed Stage 2 Construction Contract, including its special conditions and contract particulars, in Document 2, Section E) below, including the relevant document and clause and any implications for price, program or scope.

If none apply, the Tenderer shall state “Nil”. Council reserves its rights under the Conditions of Tender in relation to any departures or qualifications submitted. *Continued on the next page…*

Document and Clause	Description of Departure	Implications for Price, Program or Scope

5. Authorised Signatory

I/We confirm that I/we am/are authorised to submit this tender on behalf of the tenderer.

Name: .....

Position: .....

Signature: .....

Date: .....

2.ECI Tender Price and Methodology Schedule

2.2 ECI Tender Price

The **current estimated construction cost** for the Project is **$2.70 million excluding GST**, inclusive of preliminaries, overheads, margins and price escalation.

Tenderers shall complete the Indicative Construction Price table below, providing an indicative construction price based on the design and consultant documentation provided in Document 2 – Supporting Documents.

The price shall be broken down into the components listed in Sections 2.2.2 to 2.2.4, with the Contractor's Profit and Overheads Margin identified separately.

The estimate is preliminary and will be reviewed and refined during Stage 1 (ECI). It does not constitute an agreed construction contract price or guarantee that Council will proceed to Stage 2.

The ECI Management Fee (Section 2.2.1) is the Stage 1 ECI Fee and is inserted in the Form of Tender; it does not form part of the indicative construction price. The Preliminaries (Section 2.2.2) and the Contractor's Profit & Overheads Margin form part of the Stage 2 Commercial Terms and bind the Tenderer under the Stage 1 ECI Services Agreement. The Trade Packages (Section 2.2.3) and Provisional Sums (Section 2.2.4) are indicative only.

INDICATIVE CONSTRUCTION PRICE		TOTAL $ Excl GST
Preliminaries and Site Establishment Fixed Lump Sum Price Total from Section 2.2.2	$	
Trade Packages Indicative Estimate based on Developed Design Total from Section 2.2.3	$	
Provisional Sums Total from Section 2.2.4	$	
Sub-total	$	
Contractor's Profit & Overheads Margin % applied to Sub-total above		.....%
TOTAL INDICATIVE CONSTRUCTION PRICE EXCL GST (Sub-total + Contractor's Profit & Overheads Margin)	$	

2.2.1 ECI Management Fee (Capped Weekly Rates)

Tenderers are to provide the weekly rate and utilisation percentage for the personnel proposed to undertake the Stage 1 ECI services in the table below. The duration in weeks will be based on the Principal's Program for the ECI duration (refer to Document 2 – Supporting Documentation).

Pricing Notes

The ECI Management Fee provides the Builder's Management Team to perform the deliverables identified in Document 1, Section 3

The ECI Management Fee is calculated on the weekly rates and utilisation below, is capped at the total tendered (the Fee Cap) and is exclusive of margin

The Contractor is to modify the Position description to the actual roles / responsibilities that will be involved during the ECI period

The total ECI Fee is to be inserted in the Form of Tender as the Stage 1 ECI Fee. It must not be included in the indicative construction price or any Stage 2 price.

REF	POSITION	NAME	START	FINISH	% UTILISATION	DURATION IN WEEKS	WEEKLY RATE $ (excl. GST)	TOTAL $ (excl. GST)
1	Project Manager							
2	Programmer							
3	Construction Manager							
	OTHER							
4								
5								
6								
							TOTAL (excl. GST)	**$**

Weekly rates are to include all applicable overheads and on costs. Weekly rates must also include travel and all other expenses. Any proposed subcontractor or specialist consultant costs must be identified separately in Section 2.3.

The total ECI Management Fee tendered is the maximum authorised expenditure (Fee Cap) under the Stage 1 ECI Services Agreement. It is payable for weeks worked at the tendered weekly rates and utilisation. The contractor must obtain Council's written approval before exceeding the agreed hours or expenditure allowance.

2.2.2 Preliminaries and Site Establishment (Fixed Lump Sum Price)

The Preliminaries lump sum forms part of the Stage 2 Commercial Terms. It is based on the construction period shown in the indicative program (Document 2, Section B) and may be adjusted only for a change in scope or construction period approved by Council.

Pricing Notes:

The Preliminaries are to be priced on a Fixed Price Lump Sum basis exclusive of margin

Management costs associated with the Early Contractor Involvement (ECI) are to be priced in the ECI Management Fee section

All items are to be priced and not priced as a group

Costs are to exclude Builder's Profit & Overhead

Costs are to exclude GST

	ITEM	TOTAL $
1.00	**INSURANCES**	
1.01	Contract Works	
1.02	Public Liability	
1.03	Professional Indemnity	
1.04	Workers Compensation	
1.05	Other	
2.00	**BONDS, BANK GUARANTEES & DEFECTS LIABILITY PERIOD**	
2.01	Security Bonds / Bank Guarantees - Construction Period	
2.02	Security Bonds / Bank Guarantees - Defects Liability Period	
3.00	**SITE OFFICES, AMENITIES, & EQUIPMENT**	
3.01	Temporary Offices & Site Accommodation	
3.02	Toilet Amenities	
3.03	Security / CCTV system / Alarms	
3.04	Photo Documentation	
4.00	**SITE**	
4.01	Site Running Costs	
4.02	Maintenance, Cleaning and Waste Removal	
4.03	Temporary Water including Connection and Charges	
4.04	Temporary Lighting including Task Lighting, Connection & Charges	
4.05	Dilapidation Report	
4.06	Survey / Site Set-out	
5.00	**HOARDINGS, FENCES & SIGNAGE**	
5.01	Hoardings	
5.02	Signage	
5.03	Temporary Site Fences and Gates including Relocation	
6.00	**SAFETY EQUIPMENT & CLOTHING**	
6.01	Protective Clothing & Equipment	
6.02	First Aid Fitout and Supplies	
6.03	Safety Induction	
6.04	Fire Extinguishers	
6.05	Safety Signage	

7.00	**CONTRACTOR RESOURCES (SITE MANAGEMENT & LABOUR)**	
7.01	Construction Manager	
7.02	Project Manager	
7.03	Site Supervisor	
7.04	Safety and Quality Manager	
7.05	Foreman	
8.00	**PLANT & EQUIPMENT INCLUDING SCAFFOLDING**	
8.01	Forklift	
8.02	Scaffolding, Access Stairs and Gantries	
8.03	Elevated Work Platform	
8.04	Small Tools and Operating Supplies	
9.00	**AS BUILT DOCUMENTATION**	
10.01	As Built Documentation	
10.02	Manuals	
10.03	Training	
10.00	**ADD BELOW FOR ADDITIONAL ITEMS NOT COVERED ABOVE**	
	TOTAL TO INDICATIVE CONSTRUCTION PRICE (EXCL. GST)	$

2.2.3 Trade Packages (Indicative Estimate based on Developed Design)

Pricing Notes:

The Trade Pricing Schedule provides an Indicative Estimate based on the Developed Design documentation.

The Builder will work with the Principal and Design Team as part of the Stage 1 Early Contractor Involvement. At the end of Stage 1 the Builder will provide an Open Book Tender price with Sub-Contractor quotes included (a minimum of 2 quotes to be provided) and a detailed breakdown of the Builder's direct trade works. This will be the Builder's Stage 2 price based on the Tender documentation and will be a Fixed Lump Sum Price.

All items are to be priced and not priced as a group. Prices to exclude GST

	DESCRIPTION	TOTAL (EX GST)
1	Demolition	$
4	External Pavements	$
6	Internal Staircase (Including Structure, Fabrication and Installation)	$
7	Waterproofing & Tanking	$
8	Masonry	$
9	Structural Steelwork	$
10	Roof Access Works (Where Required)	$
12	Windows & Glazing	$
13	Ceilings & Partitions	$
14	Doors, Frames & Hardware	$
15	Metalwork	$
16	Wall Finishes (Applied)	$
17	Floor Finishes	$
18	Wall & Floor Tiling	$
19	Painting	$
20	Joinery	$
21	Fitments	$
22	Mechanical Services	$
23	Fire Protection	$
24	Electrical Services (Including Fire Detection)	$
25	Communication Services	$
26	Security Services	$
27	Hydraulic Services (Excluding Sanitary Fixtures)	$
28	Sanitary Fixtures	$
31	Joinery and Built-in Furniture (Supply and Install)	$
	OTHER - TENDERER TO DETAIL BELOW	
32		$
	TOTAL TO INDICATIVE CONSTRUCTION PRICE (EXCL. GST)	$

2.2.4 Provisional Sums

Pricing Notes:
The Provisional Sums exclude Builder's Profit & Overhead
The Provisional Sums include Principal Nominated and Tenderer Nominated Provisional Sums
The Provisional Sums exclude GST

PRINCIPAL NOMINATED PROVISIONAL SUMS	PRICE (EX GST)
Unknown repairs to existing building elements uncovered during demolition	$
Unforeseen remediation to existing services	$
Repairs to hidden structural elements (if condition unknown before build)	$
	$
	$
SUBTOTAL	**$ -**
TENDERER NOMINATED PROVISIONAL SUMS	**PRICE (EX GST)**
	$
	$
	$
	$
SUBTOTAL	**$**
TOTAL PROVISIONAL SUMS TO SECTION 2.2 (EXCLUSIVE GST)	**$**
PRINCIPAL NOMINATED VALUE MANAGEMENT OPTIONS – PRICE AS ADD / (OMIT): NOT INCLUDED IN TOTAL	***PRICE (EX GST)***
	$
	$
	$
	$
SUBTOTAL	***$***
TOTAL (EXCL. GST)	$

2.2.5 Schedule of Rates

Pricing Notes:

Labour charge out rates are to be used for variation assessments - inclusive of loadings and on-costs but exclusive of contract variation margins

	TRADESPERSON	UNIT	RATE
1	Labourer - skilled	$/hr	$
2	Labourer - unskilled	$/hr	$
3	Structural steelworker	$/hr	$
4	Metalworker	$/hr	$
5	Roofer	$/hr	$
6a	Carpenter - Foreman	$/hr	$
6b	Carpenter - Tradesman	$/hr	$
6c	Carpenter - Apprentice	$/hr	$
7	Joiner	$/hr	$
8	Glazier	$/hr	$
9	Painter	$/hr	$
10a	Plumber - Foreman	$/hr	$
10b	Plumber - Tradesman	$/hr	$
10c	Plumber - Apprentice	$/hr	$
11a	Electrician - Foreman	$/hr	$
12b	Electrician - Tradesman	$/hr	$
13c	Electrician - Apprentice	$/hr	$
14a	Mechanical Services - Foreman	$/hr	$
14b	Mechanical Services - Tradesman	$/hr	$
	TRADESPERSON	**UNIT**	**RATE**
14c	Mechanical Services - Apprentice	$/hr	$
15a	Fire Sprinklers/Detection - Foreman	$/hr	$
15b	Fire Sprinklers/Detection - Tradesman	$/hr	$
15c	Fire Sprinklers/Detection - Apprentice	$/hr	$
16	Carpet/Vinyl layer	$/hr	$
17	Tiler	$/hr	$
18	Foreman	$/hr	$
19	Site Supervisor	$/hr	$
20	Site Manager	$/hr	$
21	Project Manager	$/hr	$
	OTHER	**UNIT**	**RATE**
22			

2.3 Assumptions, Exclusions and Provisional Amounts

The Tenderer shall identify any assumptions, exclusions, qualifications or departures from the tender requirements that apply to the proposed ECI Fee or the Indicative Construction Price

Applies to (ECI Fee / Construction Price)	Description and Cost Implication

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If none apply, the Tenderer shall state “Nil”.

Council reserves its rights under the Conditions of Tender in relation to any departures or qualifications submitted.

2.4 ECI Methodology Schedule

The Tenderer shall provide a project-specific response addressing the requirements below. Responses should be concise and identify the proposed approach, key activities, and relevant experience.

2.4.1 ECI Methodology and Approach

Describe how the Tenderer will work collaboratively with the Principal and the Design Team during the remaining CD stage.

The response shall address:

- Design review and constructability assessments.
- Cost planning and value management opportunities.
- Identification and management of project risks.
- Trade pricing, procurement advice and material availability.
- Coordination with the design team and preparation of the required ECI deliverables.
- How the Contractor will help maintain the construction cost within the available budget.

Tenderer response:

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2.4.2 Environmental and Sustainable Practices

Describe opportunities to improve the environmental performance of the project, including:

- Retaining and reusing existing building elements and materials where practicable.
- Minimising construction and demolition waste sent to landfill.
- Incorporating recycled or recovered materials where appropriate.
- Improving resource efficiency and identifying opportunities to reduce embodied carbon.
- Opportunities to improve operational energy efficiency.

Responses should identify practical, project-specific actions and any relevant experience.

Tenderer response:

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2.4.3 Past Performance and Relevant Experience

The Tenderer shall provide details of up to three comparable refurbishment, retrofit or building construction projects demonstrating relevant experience and capability. Projects should be relevant to the scale, complexity and nature of the Brighton Council Chambers Refurbishment.

Project Name and Description	Client	Project Value	Completion Date	Relevance to This Project
1.		$		
2.		$		
3.		$		

Continued on next page…

Proposed key personnel

The Tenderer shall identify the key personnel proposed for the ECI engagement, including their roles, relevant experience and responsibilities.

Name	Proposed Role	Relevant Experience and Responsibilities
	Project Manager	
	Site Manager / Construction Manager	
	Estimator / Cost Planner	
	Other key personnel	

The proposed key personnel may be involved in both the ECI engagement and subsequent construction phase.

2.4.4 Supervision and Quality Assurance

Describe the proposed project management arrangements and approach to achieving a compliant, high-quality construction outcome.

The response shall address:

- Proposed supervision arrangements and involvement of key personnel.
- Quality management processes, including inspections and verification of completed works.
- Management of defects and rectification of non-conforming work.

Tenderer response:

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2.4.5 Workplace Health and Safety

Describe the Tenderer's approach to identifying and managing workplace health and safety risks during the construction phase.

The response shall address:

- Relevant WHS systems, procedures and experience.
- Management of refurbishment-specific risks, including existing building conditions, services and site access.
- Protection of workers, building occupants and the public.

Tenderer response:

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Part B - Stage 1 ECI Services Agreement

Date: 30 October 2026

PARTIES

Brighton Council (ABN 12 505 460 421) of 1 Tivoli Road, Old Beach TAS 7017 (**Council**)

[Contractor legal name] (ACN/ABN [###]) of [address] (**Contractor**)

BACKGROUND

A. Council proposes to refurbish the Brighton Council Chambers at 1 Tivoli Road, Old Beach (**Project**).

B. Council invited tenders under *RFT – Brighton Council Chambers Refurbishment – Early Contractor Involvement* for a two-stage engagement: Stage 1, early contractor involvement services, and Stage 2, a potential construction contract.

C. Council has accepted the Contractor's tender for Stage 1 and engages the Contractor to provide the Services on the terms of this Agreement.

D. This Agreement does not oblige Council to engage the Contractor for Stage 2. It does bind the Contractor to the Stage 2 Commercial Terms if Council invites a Stage 2 proposal.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

Business Day means a day other than a Saturday, Sunday or public holiday in Hobart, Tasmania.

Construction Documentation means the construction documentation for the Project prepared by the Design Team.

Contractor's Material means all material created or supplied by or for the Contractor in performing the Services, including cost plans, estimates, programs, methodologies, value management proposals, trade package lists, sub-contractor pricing, reports and the Final Construction Proposal.

Council Material means all material supplied by or for Council, including the Tender Documents, design documentation and survey information.

Deliverables means the deliverables described in clause 2.3 and Schedule 1.

Design Team means the architect and other consultants engaged by Council for the Project.

ECI Fee means the fee calculated under clause 4 and Schedule 2.

ECI Period means the period described in Schedule 1, as extended under clause 3.2.

Fee Cap means the amount stated in Schedule 2, as varied in writing by Council.

Final Construction Proposal means the proposal described in clause 6.3.

Key Personnel means the persons named in Schedule 1.

Services means the services described in clause 2 and Section 3 of Document 1 – ECI Tender Documents and Specification.

SOP Act means the *Building and Construction Industry Security of Payment Act 2009* (Tas).

Stage 2 Commercial Terms means the terms set out in Schedule 3.

Stage 2 Contract means any contract for the construction of the Project that Council may enter into.

Tender means the Contractor's tender submitted in response to the Tender Documents.

Tender Documents means Documents 1, 2 and 3 of the request for tender for the Project, and any addenda issued by Council.

1.2 Headings are for convenience only. "Including" and similar words do not limit what else may be included. A reference to legislation includes its amendments and replacements.

1.3 If there is any inconsistency, the following order of precedence applies: (a) the clauses of this Agreement; (b) the Schedules; (c) the Tender Documents; (d) the Tender.

1.4 A qualification, assumption or departure in the Tender binds Council only if it is listed in Schedule 1 as an accepted qualification.

2. ENGAGEMENT AND SERVICES

2.1 Council engages the Contractor to provide the Services during the ECI Period. The Contractor accepts the engagement on the terms of this Agreement.

2.2 The Contractor must work collaboratively with Council and the Design Team during Construction Documentation, including by:

(a) attending fortnightly design coordination meetings and other meetings reasonably requested by Council;

(b) reviewing the developing Construction Documentation and advising on constructability, construction methodology, staging, site access, procurement, material availability and program;

(c) providing cost advice and identifying value management and cost optimisation opportunities;

(d) identifying significant construction risks, design coordination issues, constraints and investigations required, including investigations of existing building conditions and services; and

(e) identifying opportunities to retain and reuse existing materials, minimise waste and improve resource efficiency.

2.3 The Contractor must provide the Deliverables, in the form and by the times stated in Schedule 1, including interim cost plans and an updated construction methodology and program, and the Final Construction Proposal under clause 6.3.

2.4 Design responsibility for the Project remains with Council and the Design Team. The Contractor is not responsible for the design except to the extent expressly agreed in writing.

2.5 Clause 2.4 does not limit the Contractor's duty to warn. The Contractor must promptly notify Council in writing of any error, omission, ambiguity, buildability issue, cost risk or non-compliance in the Council Material or Construction Documentation that it becomes aware of, or ought reasonably to have become aware of in performing the Services.

2.6 Cost advice is not a guarantee of the Stage 2 price. However, the Contractor must explain in writing any material variance between successive cost plans, and between its cost advice and the Final Construction Proposal.

2.7 Council will give the Contractor reasonable access to the existing building on reasonable notice, subject to Council's operations. The Contractor must not carry out any physical works or intrusive investigations without Council's prior written approval.

2.8 The Contractor must comply with all reasonable directions of Council's Representative in relation to the Services.

3. TERM

3.1 This Agreement starts on the Commencement Date stated in Schedule 1. It ends on the earliest of:

(a) execution of a Stage 2 Contract between Council and the Contractor;

(b) Council notifying the Contractor that it will not proceed to Stage 2 with the Contractor;

(c) termination under clause 10; and

(d) the end date stated in Schedule 1.

3.2 Council may extend the ECI Period by written notice. The ECI Fee for any extension is calculated at the weekly rates in Schedule 2. No adjustment applies to any extension caused by the Contractor.

4. ECI FEE AND PAYMENT

4.1 Council must pay the Contractor the ECI Fee. The ECI Fee is calculated on the weekly rates and utilisation in Schedule 2 for the weeks actually worked by Key Personnel, and must not exceed the Fee Cap.

4.2 The Contractor must not exceed the Fee Cap, or the utilisation in Schedule 2, without Council's prior written approval. Council is not liable for any amount above the Fee Cap that it has not approved in writing.

4.3 The weekly rates are fixed for the term of this Agreement. They include all overheads, on-costs, profit, travel, equipment and other expenses. No margin is payable on the ECI Fee.

4.4 The Contractor may submit a claim for payment at the end of each month. Each claim must be a valid tax invoice and include timesheets for Key Personnel and enough detail for Council to assess it.

4.5 Council must pay the amount it assesses as due within 20 Business Days after receiving a claim that complies with clause 4.4. If Council assesses less than the amount claimed, it must give the Contractor written reasons within the time required by the SOP Act, if that Act applies.

4.6 Amounts in this Agreement exclude GST. Council must pay GST on a taxable supply on receipt of a valid tax invoice.

4.7 The ECI Fee is the only payment for the Services, including preparation of the Final Construction Proposal. The Contractor must not include any part of the ECI Fee, or any cost of performing the Services, in any Stage 2 price.

4.8 The Contractor must keep complete and accurate records of time, costs and sub-contractor pricing relating to the Services. It must give Council or its quantity surveyor access to those records on request, during the term and for 2 years after it ends.

5. PERSONNEL, STANDARD OF CARE AND COMPLIANCE

5.1 The Contractor must provide the Services through the Key Personnel. It must not replace any Key Personnel without Council's prior written consent, which Council will not unreasonably withhold. Council may require the removal of any person from the Services on reasonable grounds.

5.2 The Contractor must perform the Services with the skill, care and diligence expected of an experienced and competent building contractor providing early contractor involvement services on a project of similar scope and complexity.

5.3 The Contractor must comply with all applicable laws and with Council's policies notified to it, including Council's site induction and building access requirements.

5.4 The Contractor must comply with the *Work Health and Safety Act 2012* (Tas) and the *Work Health and Safety Regulations 2022* (Tas). The Contractor acknowledges that the existing building is occupied by Council staff and members of the public. No construction work is to be carried out under this Agreement, and this Agreement does not appoint the Contractor as principal contractor for any construction project.

5.5 The Contractor warrants that, at the date of this Agreement, it has no conflict of interest in performing the Services, other than any disclosed in the Tender. It must promptly notify Council of any actual, potential or perceived conflict that arises.

5.6 The Contractor must:

(a) obtain competitive sub-contractor pricing and not collude with any sub-contractor, supplier or other tenderer;

(b) disclose to Council any ownership, financial or other relationship with any proposed sub-contractor or supplier; and

(c) not offer any gift, benefit or inducement to any Council councillor, employee or Design Team member.

6. STAGE 2

6.1 Council is not obliged to proceed to Stage 2, or to proceed with the Contractor. Council may, in its absolute discretion, decide not to proceed with the Project, change its scope, or engage another contractor to construct it.

6.2 The Contractor irrevocably agrees that the Final Construction Proposal, and any Stage 2 offer it makes, will be priced on the Stage 2 Commercial Terms. The Stage 2 Commercial Terms remain binding on the Contractor until the date stated in Schedule 3, despite the expiry of the tender validity period.

6.3 Within 10 Business Days after Council notifies the Contractor that the Construction Documentation is complete, the Contractor must submit a Final Construction Proposal that:

(a) offers an open-book fixed lump sum price for the construction works, calculated on the Stage 2 Commercial Terms;

(b) includes a detailed breakdown, with material and labour, of the Contractor's own trade works;

(c) includes at least 2 sub-contractor quotes for each trade package, unless Council agrees otherwise in writing;

(d) includes the proposed construction methodology and program; and

(e) lists every assumption, exclusion, outstanding risk and unresolved matter affecting price, scope or program.

6.4 Council may compare the Final Construction Proposal with its quantity surveyor's estimate, seek clarification and negotiate. The Contractor must respond promptly and in good faith.

6.5 If Council decides to proceed with the Contractor, the parties will negotiate the Stage 2 Contract on the basis of the form of contract in Part D of Document 2 and the Final Construction Proposal as accepted by Council. No construction work may start until the Stage 2 Contract is executed.

6.6 The Contractor has no claim against Council, whether for preparation costs, loss of opportunity, loss of profit or otherwise, arising from Council's decision not to proceed to Stage 2 with the Contractor.

6.7 If Council does not proceed with the Contractor, Council may use the Contractor's Material under clause 7 to tender, negotiate or deliver the Project with any other person. On request, the Contractor must promptly give Council all Contractor's Material in its native electronic format.

7. INTELLECTUAL PROPERTY

7.1 Council Material remains the property of Council or its licensors. The Contractor may use it only to perform the Services.

7.2 Intellectual property in the Deliverables vests in Council on creation. The Contractor retains intellectual property it owned before this Agreement or develops independently of it, such as its estimating systems and standard methodologies.

7.3 The Contractor grants Council a perpetual, irrevocable, royalty-free, non-exclusive and transferable licence to use, copy, modify and communicate all Contractor's Material not vested in Council under clause 7.2, for the Project and the future use, operation, maintenance and alteration of the building. Council may sub-license those rights to the Design Team, its quantity surveyor and any contractor engaged for the Project.

7.4 Council may use sub-contractor pricing for evaluation, benchmarking and negotiation. Council will not disclose an identified sub-contractor's quote to another tenderer or contractor, except as required by law.

7.5 The Contractor must obtain from its personnel and sub-contractors all consents under Part IX of the *Copyright Act 1968* (Cth) needed for Council to exercise its rights under this clause without infringing their moral rights.

7.6 The Contractor warrants that Council's use of the Contractor's Material under this Agreement will not infringe any person's intellectual property rights.

8. CONFIDENTIALITY

8.1 The Contractor must keep confidential all Council Material and other information about the Project, Council's budget and Council's operations that it obtains under this Agreement. It may disclose that information only to its personnel, sub-contractors and advisers who need it for the Services and are bound by equivalent obligations, or as required by law.

8.2 The Contractor acknowledges that Council is subject to the *Right to Information Act 2009* (Tas), the *Local Government Act 1993* (Tas) and other public accountability obligations. Council may disclose this Agreement and any information the Contractor provides as required by law, to its councillors and in reports to Council, and to the Design Team, its quantity surveyor and its advisers.

8.3 The Contractor must not make any public statement or media comment about the Project without Council's prior written consent.

8.4 On termination or expiry, the Contractor must return or destroy Council Material as Council directs, except copies it must keep by law.

9. INSURANCE, INDEMNITY AND LIABILITY

9.1 The Contractor must maintain, with reputable insurers:

(a) public liability insurance of at least $20,000,000 per occurrence, extending to cover Council's vicarious liability for the Contractor's acts and omissions;

(b) professional indemnity insurance of at least $2 per claim and in the aggregate, maintained during the term and for 6 years after it ends;

(c) workers compensation insurance as required by law; and

(d) motor vehicle insurance for vehicles used in performing the Services.

9.2 The Contractor must give Council certificates of currency before starting the Services and whenever Council reasonably requests.

9.3 The Contractor indemnifies Council against any loss, cost or liability arising from:

(a) death, personal injury or damage to property caused by the Contractor or its personnel in connection with the Services;

(b) a breach of clause 7.6 or clause 8; or

(c) any wilful misconduct, fraud or unlawful act of the Contractor or its personnel.

The indemnity is reduced proportionately to the extent Council or its personnel caused or contributed to the loss.

9.4 The Contractor's total liability under or in connection with this Agreement is limited to $2,000,000. This limit does not apply to liability under clause 9.3, or to any amount recoverable under an insurance policy the Contractor must maintain under this Agreement.

9.5 Council's total liability under or in connection with this Agreement is limited to the unpaid ECI Fee properly payable for Services performed.

10. TERMINATION

10.1 Council may terminate this Agreement at any time, for any reason, by giving the Contractor 5 Business Days' written notice.

10.2 Either party may terminate this Agreement by written notice if the other party:

(a) commits a material breach and does not remedy it within 10 Business Days after receiving a notice requiring it to do so; or

(b) suffers an insolvency event, including administration, liquidation, receivership or a compromise with creditors.

10.3 If this Agreement is terminated under clause 10.1, Council must pay the ECI Fee for Services properly performed up to the termination date, within the Fee Cap. Council is not liable for any loss of profit or any other amount.

10.4 On termination or expiry, the Contractor must give Council all Contractor's Material prepared up to that date, in native electronic format.

10.5 Termination or expiry does not affect accrued rights. Clauses 4.8, 6.6, 6.7, 7, 8, 9, 10.4 and 11 survive termination or expiry.

11. DISPUTES AND GENERAL

11.1 A party claiming a dispute must give the other a written notice describing it. Senior representatives of each party must meet within 10 Business Days to try to resolve it.

11.2 If the dispute is not resolved within 20 Business Days after the notice, either party may refer it to mediation in Hobart under the Resolution Institute Mediation Rules. If it is not resolved within 30 Business Days after referral, either party may commence proceedings.

11.3 Nothing in clauses 11.1 or 11.2 prevents a party seeking urgent interlocutory relief. The Contractor must continue to perform the Services during a dispute.

11.4 Notices must be in writing and sent to the address or email stated in Schedule 1. An email is received when sent, unless the sender receives a delivery failure message. A notice received after 5.00 pm, or on a day that is not a Business Day, is received on the next Business Day.

11.5 Nothing in this Agreement fetters or limits Council's powers or discretions in any statutory capacity, including as planning authority or permit authority.

11.6 The Contractor must not assign this Agreement, or subcontract any of the Services other than to sub-contractors disclosed in the Tender, without Council's prior written consent.

11.7 The Contractor is an independent contractor. Nothing in this Agreement creates a relationship of employment, partnership, joint venture or agency.

11.8 This Agreement, together with the Tender Documents, is the entire agreement between the parties about its subject matter. It may be varied only in writing signed by both parties.

11.9 A provision that is invalid or unenforceable is severed, without affecting the rest of this Agreement. A waiver must be in writing.

11.10 This Agreement is governed by the laws of Tasmania. The parties submit to the non-exclusive jurisdiction of the courts of Tasmania.

11.11 This Agreement may be executed electronically and in counterparts. Each party bears its own costs of preparing and executing it.

Schedule 1 – Particulars

Item	Particulars
Commencement Date	30 November 2026
ECI Period	12 weeks, estimated 30 November 2026 to 15 March 2027 (excluding approximately 3 weeks during 2026 Christmas shutdown period)
End date (clause 3.1(d))	30 June 2027 (must be no earlier than the date in Schedule 3)
Council's Representative	Isabella Fyfe, Engineering Project Officer, isabella.fyfe@brighton.tas.gov.au
Contractor's Representative	[name and contact details]
Key Personnel	[Name, role and utilisation for each, as tendered]
Interim cost plans	At the end of each 4-week period during the 12-week ECI Period (weeks 4 and 8).
Updated methodology and program	With each interim cost plan.
Final Construction Proposal	Within 10 Business Days after Council's notice under clause 6.3
Accepted qualifications (clause 1.4)	Nil
Notice addresses	Council: 1 Tivoli Road, Old Beach TAS 7017; Contractor: [INSERT]

Schedule 2 – ECI Fee

Position	Name	Weekly rate ($, excl GST)	Utilisation (%)	Weeks	Total ($, excl GST)
Project Director	[INSERT]	[X]	[X]	[X]	[X]
Project Manager	[INSERT]	[X]	[X]	[X]	[X]
Design Manager	[INSERT]	[X]	[X]	[X]	[X]
Procurement / Commercial Manager	[INSERT]	[X]	[X]	[X]	[X]
Programmer	[INSERT]	[X]	[X]	[X]	[X]
Construction Manager	[INSERT]	[X]	[X]	[X]	[X]

Position	Name	Weekly rate ($, excl GST)	Utilisation (%)	Weeks	Total ($, excl GST)
Estimator / Cost Planner	[INSERT]	[X]	[X]	[X]	[X]
[Other]	[INSERT]	[X]	[X]	[X]	[X]

Fee Cap: $[X] excluding GST.

Schedule 3 – Stage 2 Commercial Terms

Item	Term
Profit and overheads margin	[X]% applied to preliminaries, trade works and provisional sums
Preliminaries	Lump sum of $[X] excluding GST, based on a construction period of 34 weeks; adjusted only for a change in scope or construction period approved by Council
Schedule of rates for variations	Rates as tendered in Document 2, Part D, clause 1.2
Margin on variations	[X]%
Binding until	30 June 2027

Execution

Signed for Brighton Council by its General Manager / authorised delegate under delegation, in the presence of:

Signature: _____ Name: _____ Date: _____

Witness: _____ Name: _____

Executed by [Contractor legal name] (ACN [###]) in accordance with section 127 of the *Corporations Act 2001* (Cth):

Director: _____ Name: _____

Director/Secretary: _____ Name: _____