Brighton Council

Document 1 - Tender Documents and Specification

Seymour Street Park Soccer Pavilion – Stage 2

November 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 for the construction of the Seymour Street Park Soccer Pavilion – Stage 2 Project (the Project). Tenderers are invited to submit a conforming Tender in accordance with the requirements set out in these Conditions of Tender and the accompanying Tender Documents.

The Contract will be a lump sum construction contract for the completion of the whole of the Works described in, and in accordance with, the Tender Documents. The Tender Price shall include all labour, materials, plant, equipment, supervision, subcontractors, preliminaries and all other costs necessary to complete the Works.

No adjustments will be made to the Contract Price to account for rises or falls in the cost of labour, materials, plant, fuel, transport or other inputs during the Contract period unless expressly provided for in the Contract.

1.2 Project Overview

The Seymour Street Park Soccer Pavilion – Stage 2 Project forms part of Brighton Council's ongoing investment in community sporting infrastructure and recreational facilities within the Brighton Community Precinct.

Stage 1 of the project delivered gender-inclusive player and referee changerooms, a soccer clubroom, kitchen and universal accessible bathroom. Stage 2 will expand the facility through the construction of an extension to the existing pavilion comprising:

- Two gender-inclusive player changerooms;
- One gender-inclusive referee changeroom;
- One dedicated soccer club storeroom; and
- Associated building services, external works and connections required for a complete and operational facility.

The Project has completed the Construction Documentation phase and a Certificate of Likely Compliance has been obtained. Building and plumbing permits are currently being progressed.

Council intends to engage a suitably qualified building contractor under a lump sum construction contract for the completion of the Works.

Construction is anticipated to commence in January 2027 following contract award and completion of all statutory approvals.

1.3 Tender Package Structure

The Tender Documents comprise the following:

- Document 1 – Tender Documents and Specification
- Document 2 – Supporting Documents
- Document 3 – Tender Schedules (Part A – Form of Tender and Tender Schedules; Part B – Proposed Construction Contract)

Tenderers must review all Tender Documents and submit a completed Document 3 – Tender Schedules together with all information required by the Tender Documents.

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 Monday 14 December 2026.

Tender submissions must be clearly identified as:

RFT – Seymour Street Park Soccer Pavilion – Stage 2

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 Pre-Tender Site Meeting

Council intends to hold a non-compulsory pre-tender site meeting approximately one week after the tender period opens. The date, time and meeting details will be published on Council's website alongside the RFT. Tenderers wishing to attend must register with the nominated Council Contact Officer.

Minutes of the meeting and any formal clarifications will be made available to all prospective Tenderers via Council's website. All formal tender enquiries must be submitted in writing to the nominated Council Contact Officer.

1.7 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 will issue clarifications or addenda to all tenderers as required on the Brighton Council Tenders webpage, at www.brighton.tas.gov.au/council/tenders/. Tenderers are responsible for checking the webpage during the tender period and allowing for all issued clarifications and addenda in their submissions.

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.

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 regarding Tender Price, commercial terms, construction methodology, program, departures or any other matters relevant to the Works; (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 departures from the Tender Documents, including departures from the Proposed Construction Contract, Special Conditions and Contract Particulars contained in Document 3, Part B, in the Schedule of Departures included in the Form of Tender. Where a Tenderer fails to identify a departure, Council may assume that the Tenderer accepts the relevant requirement without amendment. Council may consider the nature and extent of any proposed departures in the evaluation of Tenders.

Council will accept a Tender only by written notice of acceptance. Following acceptance, the successful Tenderer must execute the Proposed Construction Contract contained in Document 3, Part B and provide all required insurances, statutory information and other documentation required under the Contract.

The Contract Sum shall be the Tender Price accepted by Council, subject to any post-tender clarifications or agreed adjustments documented in writing.

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 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.

Council may undertake post-tender clarification, value engineering discussions, scope refinement and commercial negotiations with one or more preferred Tenderers prior to awarding the Contract.

1.8 Selection Criteria

Tenders shall be assessed against the following selection criteria:

1. **Price and Value for Money (35%)**
   The competitiveness, completeness and overall value for money of the Tenderer's Contract Price. Tenderers should provide a clear and comprehensive price breakdown in accordance with the Pricing Schedule and demonstrate that all requirements necessary to successfully complete the Works have been included in the Tender Price.
2. **Past Performance and Relevant Experience (20%)**
   Demonstrated experience delivering building construction projects of a similar nature, scale and complexity. Preference may be given to Tenderers with demonstrated experience delivering community, sporting, local government or public-sector facilities. Consideration may also be given to the performance and experience of the proposed project team and key subcontractors.
3. **Environmental and Sustainable Practices (15%)**
   The Tenderer's approach to managing environmental impacts and implementing sustainable construction practices. This may include construction waste minimisation, material reuse and recycling, responsible material selection, efficient use of resources, erosion and sediment control, and management of impacts on the surrounding community and environment.
4. **Capability, Capacity and Construction Methodology (20%)**
   The Tenderer's demonstrated capacity, available resources and current workload commitments to deliver the Project within the required timeframe. Tenderers should demonstrate their proposed construction methodology, project management and supervision arrangements, construction program, key personnel, subcontractor management arrangements and approach to quality assurance.
5. **Workplace Health and Safety (WHS) (10%)**
   The Tenderer's demonstrated capability and systems for identifying, assessing and managing work health and safety risks during construction. This includes relevant WHS policies, procedures, management systems, incident history and proposed project-specific safety management arrangements.

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 under the Proposed Construction Contract; (c) the Tenderer must submit the mandatory information and completed schedules identified in Document 3 – Tender Schedules (Part A);

and (d) the Tenderer demonstrates sufficient financial capacity to undertake the Works, including provision of an ABN and any financial information reasonably requested by Council.

Council reserves the right to contact referees and previous clients supplied by the Tenderer and to consider that information when evaluating Tender submissions.

1.9 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. Project Requirements and Scope of Work

2.1 Project Location and Scope of Works

The Works are located at 65 Racecourse Road, Seymour Street Park, Brighton, Tasmania, and comprise an extension to the existing soccer pavilion incorporating:

- Two gender-inclusive changerooms;
- One gender-inclusive referee changeroom; and
- One dedicated soccer club storeroom.

The Contractor shall provide all labour, materials, plant, equipment and supervision necessary to deliver the complete and operational facility, including all associated building, structural, civil, hydraulic, electrical and site works, fixtures, fittings, testing and commissioning.

The Works shall be undertaken in accordance with the drawings, specifications and supporting documentation provided in Document 2.

2.2 Tenderers to Inform Themselves

Tenderers must familiarise themselves with the site, existing conditions, services, infrastructure, access arrangements and availability of materials that may affect the Works. Tenderers are strongly encouraged to inspect the Site prior to submitting a Tender. The Principal will not accept claims for additional costs or extensions of time arising from matters that could reasonably have been identified prior to tender submission.

The Contractor must verify service locations before commencing affected works and protect the existing pavilion, infrastructure, playing surface and surrounding public areas throughout construction. Any damage caused by the Contractor must be reported to Council and made good at the Contractor's expense. Repairs to the playing surface will be undertaken by Council's turf maintenance team at the Contractor's expense.

Construction activities and site access must be coordinated with Council to minimise disruption to the surrounding sporting precinct.

2.3 Construction Program

Tenderers shall submit a preliminary construction program in a **Gantt chart format** identifying key activities, milestones and the proposed construction timeframe. Any proposed departure from the anticipated commencement date must be explained.

Construction is anticipated to commence in February 2027, subject to contract award, statutory approvals and site possession being granted by Council.

The successful Contractor shall submit a detailed construction program following contract award. Tenderers shall nominate their proposed construction duration and Practical Completion date as part of their Tender submission. Council may consider the proposed construction timeframe as part of the tender evaluation process.

2.4 Construction Requirements

The Contractor shall undertake the Works in accordance with the Tender Documents, approved drawings and specifications, relevant legislation, the National Construction Code, applicable Australian Standards and good industry practice.

The Contractor shall provide all labour, supervision, plant, equipment, materials, subcontractors and temporary works necessary to complete the Works.

The Contractor shall be responsible for construction means and methods and shall coordinate all activities necessary to deliver a complete and operational facility.

The Contractor shall ensure all works are undertaken by appropriately qualified, licensed and competent personnel.

2.5 Existing Services and Infrastructure

The Contractor shall identify, locate and protect all existing underground and above-ground services that may be affected by the Works.

Service locations shown on drawings are indicative only and shall be verified by the Contractor before commencing excavation or construction activities.

Any damage to existing services, buildings, pavements, utilities, landscaping or Council assets resulting from the Contractor's operations shall be repaired or replaced at the Contractor's expense.

Where connection to existing services is required, the Contractor shall coordinate the works with the relevant service authority and Council to minimise disruption to facility users and neighbouring properties.

2.6 Site Establishment and Management

The Contractor shall establish and maintain a safe and secure work site for the duration of the Contract. The Contractor must coordinate construction activities with Council to accommodate the ongoing use of the existing pavilion and sporting facilities during the soccer season.

Access to the existing pavilion must be maintained during scheduled weekend activities unless otherwise agreed with Council. Construction activities must be planned to minimise disruption to sporting activities, with any proposed restrictions on access or weekend works subject to Council's prior approval.

The Contractor shall provide and maintain:

- Site fencing and security measures;
- Temporary signage and public safety controls;
- Site amenities and sanitary facilities;
- Temporary power, water and communications;
- Storage compounds and material laydown areas; and
- Any temporary facilities necessary to complete the Works.

At completion of the Contract all temporary works and facilities shall be removed and affected areas reinstated.

2.7 Environmental and Sustainable Construction Requirements

Council is committed to achieving environmentally responsible and sustainable construction outcomes.

The Contractor shall take all reasonable measures to minimise environmental impacts arising from the Works and implement appropriate management measures throughout construction.

Environmental and sustainable construction measures shall include, but not be limited to:

- Dust suppression;
- Noise management;
- Erosion and sediment control;
- Waste minimisation and resource recovery;
- Recycling of construction and demolition waste;
- Protection of stormwater infrastructure;
- Protection of surrounding vegetation, public assets and neighbouring properties;
- Responsible procurement practices;
- Efficient use of water and energy; and
- Reduction of transport and landfill impacts where practical.

Tenderers are encouraged to identify opportunities for sustainable construction practices, material efficiency, recycled-content products and circular economy outcomes where these can be achieved without compromising quality, safety or value for money.

The Contractor shall comply with all permit conditions, environmental legislation and Council requirements throughout construction.

Where requested by Council, the Contractor shall provide records demonstrating waste diversion, recycling and other environmental outcomes achieved during construction.

2.8 Quality Assurance

The Contractor shall maintain an appropriate quality management system to ensure compliance with the Contract.

All materials and workmanship shall comply with the Contract Documents, relevant Australian Standards and manufacturers' recommendations.

The Contractor shall ensure adequate supervision, inspection and testing of all work activities.

Council may inspect the Works at any time but such inspections do not relieve the Contractor of responsibility for quality and compliance.

2.9 Workplace Health and Safety

The Contractor shall comply with the Work Health and Safety Act 2012 (Tas), applicable regulations and approved Codes of Practice.

Prior to commencement of the Works, the Contractor shall prepare and implement a Site-Specific Safety Management Plan.

The Contractor shall be responsible for the safety of all personnel engaged in the Works and for protecting the public from risks arising from construction activities.

All workers shall hold current licences, tickets and qualifications required for their respective tasks.

2.10 Public Safety and Site Security

The Contractor shall ensure that construction activities do not create an unacceptable risk to members of the public, sporting clubs, facility users or neighbouring properties.

Access to the construction site shall be controlled at all times.

Appropriate CCTV, fencing, signage, barriers and exclusion zones shall be maintained throughout the Contract.

2.11 Insurances

Prior to commencement of the Works, the Contractor shall provide evidence of the following insurances:

- Public Liability Insurance with a minimum limit of indemnity of $20 million;
- Workers Compensation Insurance;
- Contract Works Insurance; and
- Any other insurances required by law or under the Contract.

The Contractor shall maintain all required insurances for the duration of the Contract.

2.12 Variations

No variation to the Works shall be undertaken without written direction from the Superintendent.

Where requested by the Superintendent, the Contractor shall provide a quotation for a proposed variation within seven (7) days or within another agreed timeframe.

The Contractor shall not be entitled to payment for unauthorised variations.

2.13 Progress Claims

Progress claims may be submitted monthly unless otherwise specified in the Contract.

Each progress claim shall be supported by sufficient information to demonstrate the value of work completed.

Payment of progress claims shall occur in accordance with the provisions of the Contract.

2.14 Testing, Commissioning and Certification

The Contractor shall undertake all testing, commissioning and certification necessary to demonstrate compliance with the Contract and statutory requirements.

The Contractor shall coordinate inspections by regulatory authorities and obtain all certificates required for occupancy and operation of the facility.

Testing and commissioning records shall be provided to Council as part of project handover.

2.15 Practical Completion and Handover

The Contractor shall notify the Superintendent when the Works are considered complete and ready for inspection. Practical Completion will only be achieved when:

- The Works are complete except for minor defects not preventing use of the facility;
- All required approvals and certifications have been obtained;
- Testing and commissioning activities have been satisfactorily completed;
- Defects and omissions have been identified and addressed to the satisfaction of the Superintendent;
- Required warranties, manuals and documentation have been provided; and
- The Building Surveyor has completed an inspection and issued an ‘Occupancy Certificate’

In the event of any inconsistency or discrepancy between the Contract Documents, the matter shall be referred to the Superintendent for direction in accordance with the Contract.

2.16 Defects Liability Period

The Defects Liability Period shall be twelve (12) months from the date of Practical Completion.

The Contractor shall rectify any defects attributable to the Works which become apparent during the Defects Liability Period in a reasonable timeframe and at no additional cost to Council.