Brighton Council

Document 3 - Tender Schedules

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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Part A - Form of Tender and Tender Schedules

1. Form of Tender

Contract Title:	***Seymour Street Park Soccer Pavilion – Stage 2***
Tender Closing Date and Time:	**5pm, Monday, 14th December 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:

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Trading Name (if applicable):

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ABN:

.....

Registered Business Address:

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Contact Person:

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

2. Tender Offer

Under and subject to the Conditions of Tender and the Tender Documents, I/We, the undersigned, offer to undertake and complete the Seymour Street Park Soccer Pavilion – Stage 2 Project in accordance with the Tender Documents and the Proposed Construction Contract contained in Document 3, Part B.

Lump Sum Tender Price (excluding GST):	$.....
GST:	$.....
Tender Price (including GST):	$.....

The Tender Price includes all labour, materials, plant, equipment, supervision, subcontractors, preliminaries, testing, commissioning, approvals and all other costs necessary to complete the Works in accordance with the Tender Documents.

Continued on the next page…

3. Acknowledgements

I/We acknowledge that:

a. This Tender has been prepared after examination of the Tender Documents and all supporting documentation.
b. The Tender Price includes all costs necessary to undertake and complete the Works.
c. This Tender remains valid for acceptance for sixty (60) days from the Tender Closing Date.
d. The Tenderer has reviewed the Proposed Construction Contract contained in Document 3, Part B and has disclosed any proposed departures, qualifications or non-compliances in Schedule 5 – Schedule of Departures.
e. Any departure, qualification or assumption not disclosed in Schedule 5 shall not form part of this Tender and shall not be binding on Council unless expressly accepted in writing.
f. The Tenderer agrees, if selected by Council, to execute the Proposed Construction Contract and provide all required insurances, licences and supporting documentation.
g. The Tenderer has satisfied itself regarding the nature and extent of the Works, site conditions and all matters affecting execution of the Contract.
h. The Tenderer acknowledges receipt of, and has allowed for, all addenda issued by Council during the tender period in preparing this Tender.

4. Tender Price Confirmation

The Tenderer confirms that the Lump Sum Tender Price submitted includes:

- All labour and supervision;
- Plant, equipment and temporary works;
- Materials and subcontractor costs;
- Site establishment and amenities;
- Testing and commissioning;
- Compliance with statutory requirements;
- Environmental management requirements;
- Workplace health and safety requirements;
- Defects liability obligations; and
- All other costs necessary to complete the Works.

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. Tenderer Details and Compliance

2.1 Builder's License

Tenderers shall provide details of their current builder's licence issued under the Occupational Licensing Act 2005 (Tas).

Builder's Licence Number:

.....

Licence Category:

.....

Expiry Date:

.....

Attach a copy of the current builder's licence.

2.2 Insurances

Tenderers shall provide evidence of current insurances or confirm that the required insurances will be obtained prior to commencement of the Works.

INSURANCE TYPE	CURRENT POLICY HELD (Y/N)	INSURER	POLICY EXPRIY DATE
Public Liability ($20 million minimum)			
Workers Compensation			
Contract Works Insurance			

Attach certificates of currency where available.

2.3 Financial Capacity Declaration

The Tenderer confirms that it has the financial capacity necessary to undertake and complete the Works.

☐ Yes

☐ No

If requested by Council, the Tenderer agrees to provide additional information reasonably required to verify its financial capacity.

2.4 Conflict of Interest Declaration

Does the Tenderer have any actual, potential or perceived conflict of interest associated with this procurement?

☐ Yes

☐ No

If yes, provide details below:

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2.5 Industrial Relations and Legal Proceedings

Has the Tenderer been involved in any significant contractual dispute, litigation, insolvency event, regulatory prosecution or disciplinary action during the last five (5) years that may reasonably affect its ability to undertake the Works?

☐ Yes

☐ No

If yes, provide details below:

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Continued on the next page...

2.6 Tender Submission Checklist

The Tenderer confirms that the following information has been included with its Tender submission.

REQUIREMENT	INCLUDED? (Y/N)
Form of Tender	
Tender Price	
Builder's License Details	
Insurance Details	
Proposed Construction Program	
Relevant Project Experience	
Referees	
Key Personnel	
Proposed Subcontractors	
WHS Response	
Environmental and Sustainability Response	
Schedule of Departures	
Conflict of Interest Declaration	

Authorised Signatory:

Name: .....

Position: .....

Signature: .....

Date: .....

3. Tender Price and Breakdown

Tenderers shall provide a Lump Sum Tender Price for the complete delivery of the Works described in the Tender Documents.

The Tender Price shall include all labour, materials, plant, equipment, supervision, subcontractors, preliminaries, temporary works, testing, commissioning, statutory approvals, overheads, profit and all other costs necessary to undertake and complete the Works in accordance with the Tender Documents.

The Tender Price shall be fixed for the duration of the Contract and shall be deemed to include all costs associated with the Works unless otherwise expressly identified in the Tender submission.

3.1 Lump Sum Tender Price

ITEM	AMOUNT (EX. GST)
Lump Sum Tender Price	**$**
GST	**$**
Total Tender Price (Inc. GST)	**$**

Continued on the next page…

3.2 Tender Price Breakdown

Tenderers shall provide a breakdown of the Lump Sum Tender Price using the schedule below.

The Tender Price Breakdown is provided for tender evaluation purposes only and shall not be used to limit the Contractor's obligation to complete the Works for the Lump Sum Tender Price.

Pricing Notes:

Pricing shall be submitted as fixed lump sum amounts excluding GST.

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

The Tenderer shall allow for all labour, materials, plant, supervision, subcontractors and incidental costs necessary to complete the Works.

	ITEM	TOTAL $
1.01	Preliminaries and Site Establishment	
1.02	Building Setout	
1.03	Disposal and Recycling of Waste Materials	
1.04	Earthworks and Site Preparation	
1.05	Civil Works	
1.06	Landscaping	
1.07	Footings	
1.08	Concrete Slab	
1.09	External Paving	
1.10	Structural Steelwork	
1.11	Timber Framing and Carpentry	
1.12	Cladding	
1.13	Roofing and Flashings	
1.14	Wall and Ceiling Linings	
1.15	Insulation	
1.16	Electrical Services	
1.17	Communications and Data Services	
1.18	Hydraulic Services	
1.19	Mechanical Services	
1.20	Waterproofing	
1.21	Windows and Glazing	
1.22	Doors and Hardware	
1.23	Joinery	
1.24	Shower and Toilet Partitions	
1.25	Flooring and Wall Finishes	
1.26	Painting	
1.27	Testing, Commissioning and Handover	
1.28	Other (Specify)	
1.29		
1.30		
	TOTAL CONSTRUCTION PRICE (EXCL. GST)	$

3.3 Provisional Sums

Tenderers shall identify any Provisional Sums included within the Tender Price and provide a brief description of the work to which each Provisional Sum relates.

Where no Provisional Sums are included, the Tenderer shall state "Nil".

Pricing Notes:

The Provisional Sums include Principal Nominated and Tenderer Nominated Provisional Sums

The Provisional Sums exclude GST

PRINCIPAL NOMINATED PROVISIONAL SUMS	PRICE (EX GST)
Existing service relocations	$
Unforeseen latent conditions	$
Additional civil works	$
Utility authority upgrade requirement	$
	$
	$
SUBTOTAL	**$ -**
TENDERER NOMINATED PROVISIONAL SUMS	**PRICE (EX GST)**
	$
	$
	$
	$
SUBTOTAL	**$**
TOTAL (EXCL. GST)	$

Continued on the next page…

3.4 Assumptions and Exclusions

Tenderers shall identify any assumptions, exclusions, qualifications or clarifications relied upon in preparing their Tender Price. Any assumption, qualification or exclusion that alters the Tender Documents must also be included in Section 5 - Departures.

Where no assumptions, exclusions or qualifications apply, the Tenderer shall state "Nil".

Applies to (e.g. Construction Price)	Description and Cost Implication

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

3.5 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	Excavator operator	$/hr	$
4	Formworker	$/hr	$
5	Reo fixer	$/hr	$
6	Concretor	$/hr	$
7	Metalworker	$/hr	$
8	Roofer	$/hr	$
9a	Carpenter - Foreman	$/hr	$
9b	Carpenter - Tradesman	$/hr	$
9c	Carpenter - Apprentice	$/hr	$
10	Joiner	$/hr	$
11	Glazier	$/hr	$
14	Painter	$/hr	$
15a	Plumber - Foreman	$/hr	$
15b	Plumber - Tradesman	$/hr	$
15c	Plumber - Apprentice	$/hr	$
16a	Electrician - Foreman	$/hr	$
16b	Electrician - Tradesman	$/hr	$
16c	Electrician - Apprentice	$/hr	$
17a	Mechanical Services - Foreman	$/hr	$
17b	Mechanical Services - Tradesman	$/hr	$
17c	Mecahnical Services - Apprentice	$/hr	$
18a	Fire Sprinklers - Foreman	$/hr	$
18b	Fire Sprinklers - Tradesman	$/hr	$
18c	Fire Sprinklers - Apprentice	$/hr	$
19a	Fire Detection - Foreman	$/hr	$
19b	Fire Detection - Tradesman	$/hr	$
19c	Fire Detection - Apprentice	$/hr	$
20	Carpet/Vinyl layer	$/hr	$
21	Tiler	$/hr	$
22	Landscaper	$/hr	$
23	Rigger	$/hr	$
24	Dogman	$/hr	$
25	Foreman	$/hr	$
26	Site Supervisor	$/hr	$
27	Site Manager	$/hr	$
28	Project Manager	$/hr	$

3.6 Price Discrepancies

Where a discrepancy exists between the Lump Sum Tender Price and any supporting price breakdown, Council may seek clarification from the Tenderer. For tender evaluation and contract formation, the Lump Sum Tender Price shall prevail unless otherwise agreed in writing by Council.

4. Non-Price Response Schedules

Tenderers shall provide sufficient information to enable Council to assess the Tender against the Selection Criteria contained in Document 1.

Responses should be concise and directly address the information requested.

4.1 Past Performance and Relevant Experience (20%)

Provide details of up to three (3) projects completed within the last five (5) years that are of a similar nature, scale or complexity to the Works.

Preference may be given to projects involving community, sporting, local government or public-sector facilities.

PROJECT NAME AND DESCRIPTION	CLIENT	PROJECT VALUE	COMPLETION DATE	RELEVANCE TO THIS PROJECT	PROJECT REFEREES
1.		$			
2.		$			
3.		$			

4.2 Environmental and Sustainable Practices (15%)

Describe the Tenderer's approach to managing environmental impacts and implementing sustainable construction practices. The response may include:

- Waste minimisation and recycling;
- Material reuse opportunities;
- Sustainable procurement;
- Resource efficiency measures;
- Environmental protection measures; and
- Any additional sustainability initiatives proposed for the Project.

Tenderer response:

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4.3 Capability, Capacity and Construction Methodology (20%)

4.3.1 Key Personnel

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

Name	Proposed Role	Relevant Experience and Responsibilities
	Project Manager	
	Site Manager / Construction Manager	
	Contract Administrator	
	Other key personnel	

Attach CV's where available.

4.3.2 Proposed Construction Program

Tenderers shall provide details of their proposed construction program for the Works.

Tenderers shall attach a preliminary construction program identifying key project milestones, major construction activities and the proposed critical path.

ITEM	RESPONSE
Earliest Available Commencement Date	
Construction Duration (Weeks)	
Proposed Practical Completion Date	

4.3.3 Construction Methodology

Tenderers shall provide a brief description of their proposed approach to delivering the Works. The response should address:

- Site establishment and management;
- Construction sequencing;
- Integration with the existing pavilion;
- Management of services connections; and
- Measures to minimise disruption to Seymour Street Park users.

Response:

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4.3.4 Current Capacity

Provide a brief summary of the Tenderer's current workload and available resources to undertake the Works.

ITEM	RESPONSE
Current Projects Under Construction	
Approximate Value of Current Workload	
Available Resources for this Project	

4.4 Workplace Health and Safety (10%)

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 construction risks associated with the Works, including existing services, interfaces with the existing pavilion, site access and public safety.
- Protection of workers, building occupants and the public.

Tenderer response:

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5. Schedule of Departures

Tenderers shall identify any departures, qualifications, exclusions, assumptions or non-compliances with the Tender Documents.

TENDER DOCUMENT REFERENCE	DEPATURE / QUALIFICATION	IMPACT ON PRICE	IMPACT ON PROGRAM

If no departures apply, state “Nil”.

Part B - Construction Contract

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1. Form of Contract and Contract Particulars

1.1 Form of Contract

The form of contract for the Works will be the AS 4000:2025 General Conditions of Contract, as amended by the special conditions in Section 2 and completed in accordance with the Contract Particulars in clause 1.2.

The Contract shall be between Brighton Council (Principal) and the successful Contractor for the construction of the Seymour Street Park Soccer Pavilion – Stage 2 Project at Seymour Street Park, 65 Racecourse Road Brighton, Tasmania.

The proposed Contract Particulars are set out in clause 1.2. Tenderers must state any departure from the Contract Particulars or the Special Conditions in Section 2 in Section 5 – Schedule of Departures of Document 3. Items marked [TBA] will be completed before execution.

The Contract is subject to Council approval and execution by both parties. The Contractor shall not commence the Works until the Contract has been executed and all required approvals, permits and insurances are in place.

1.2 Contract Particulars

- **Principal**: Brighton Council
- **Superintendent**: Brighton Council
- **Date for Practical Completion**: In accordance with the Contractor's accepted Construction Program
- **Liquidated damages**: Nil
- **Contractor's security**: 5% of the Contract Sum (bank guarantee), reducing to 2.5% at Practical Completion, released at the end of the DLP
- **Retention**: Nil
- **Defects liability period**: 12 months
- **Public liability**: $20m per occurrence; works insurance; workers compensation as required by law
- **Progress claims**: monthly, on the 25th; payment times consistent with the Security of Payment Act
- **Principal contractor (WHS):** the Contractor
- **Dispute resolution**: Negotiation, then mediation, then litigation in Tasmania

2. Special Conditions and Specification

Clauses 2.1 to 2.33 are special conditions which amend the General Conditions. To the extent of any inconsistency, they prevail over the General Conditions.

2.1 General

The Contract is for the construction of the Seymour Street Park Soccer Pavilion – Stage 2 Project at Seymour Street Park, 65 Racecourse Road, Brighton, Tasmania. The Contractor shall execute and complete the Works in accordance with the Contract Documents, the applicable requirements of the

National Construction Code (NCC), relevant Australian Standards, and all applicable statutory and regulatory requirements. The Contractor shall:

- Prepare and implement Safe Work Method Statements (SWMS) for high-risk construction work, as required by applicable work health and safety legislation, before undertaking the relevant work.
- Maintain the insurance policies required under the Contract for the duration specified in the Contract, including public liability insurance with a minimum limit of indemnity of $20,000,000 per occurrence, or as otherwise specified in the Contract.
- Provide evidence of the required insurances before commencing the Works and whenever reasonably requested by the Principal.
- Carry out the Works in a proper and workmanlike manner using suitably qualified personnel, materials and workmanship of an appropriate quality for a public facility.

2.2 Scope of Work

The Works shall comprise the provision of all labour, plant, materials, equipment, supervision and subcontractors necessary to construct and complete the Seymour Street Park Soccer Pavilion – Stage 2 Project in accordance with the Contract Documents, including all drawings, specifications, testing, commissioning and handover requirements.

The following table identifies the minimum hold points for the Works. Any proposed amendments shall be submitted by the Contractor for approval by the Principal.

No.	Description	Superintendent Decision to Proceed	Building Surveyor / Engineer / Relevant Authority Hold Point
1	Site establishment, set-out and verification of existing services	Yes	As required by approved documentation
2	Excavation, footing preparation and reinforcement inspection prior to concrete placement	Yes	Structural engineer inspection prior to concrete pour, where specified
3	Under-slab services installation prior to slab pour	Yes	Relevant plumbing/hydraulic inspection prior to concealment, where required
4	Concrete slab and foundation works completed	Yes	Engineer inspection/certification, where specified
5	Structural framing completed prior to concealment	Yes	Structural engineer inspection prior to concealment, where specified
6	Installation of concealed hydraulic, electrical and mechanical services prior to wall and ceiling linings	Yes	Relevant authority inspections and

			certifications, where required
7	Waterproofing of wet areas prior to tiling or concealment	Yes	Waterproofing inspection and certification by an appropriately qualified person
8	Completion of internal finishes, fixtures, fittings and joinery	Yes	Building surveyor inspection, where required
9	Testing, commissioning and certification of building services	Yes	Relevant authority inspections and certification, where required
10	Practical Completion inspection, defects identification and handover documentation submission	Yes	Building surveyor final inspection and occupancy documentation, where required

The Contractor shall not proceed beyond a designated hold point until the required inspections have been completed and authorisation to proceed has been obtained from the relevant Superintendent, Building Surveyor, Engineer or authority as applicable.

2.3 Contract Document

The Contract Documents shall comprise of:

- 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)
- Signed Formal Instrument of Agreement
- Signed AS 4000:2025 General Conditions of Contract, Contract Particulars(clause 1.2) and the special conditions in Section 2
- Contract Sum and Construction Pricing Schedule
- Construction Drawings and Specifications
- Construction Program
- Schedule of Subcontractors
- Any other schedules or documents expressly incorporated into the Contract

2.4 Site

The Works are located at Seymour Street Park, 65 Racecourse Road, Brighton, Tasmania.

The Contractor shall be deemed to have inspected and familiarised themselves with the Site, access arrangements, existing services, existing pavilion, surrounding facilities and all other conditions that may affect the execution of the Works.

The Contractor shall satisfy themselves as to all matters relating to the Site, including site access, service connections, working areas, storage areas, weather conditions and any other circumstances that may influence the carrying out of the Works.

Prior to commencement on Site, the Superintendent and the Contractor shall confirm site access arrangements, construction staging and any requirements associated with maintaining public access and use of surrounding facilities during construction.

2.5 Site Establishment, Temporary Services and Sanitation

The Contractor shall provide and maintain all facilities necessary for the safe and efficient conduct of the Works, including workforce amenities, temporary services, site security, fencing and waste management.

The Contractor shall make appropriate arrangements for temporary power, water, communications and other services required to undertake the Works. All associated costs shall be included in the Contract Sum.

The Contractor shall provide and maintain adequate sanitary accommodation and workforce facilities in accordance with applicable statutory requirements.

The Contractor shall provide suitable waste receptacles and regularly remove and dispose of construction waste lawfully. Materials suitable for reuse or recycling shall be separated where practicable.

The Contractor shall ensure that temporary works, site compounds, storage areas and construction activities do not unreasonably interfere with the operation of Seymour Street Park or the use of surrounding facilities.

On completion of the Works, the Contractor shall remove all temporary facilities, rubbish, tools, plant, equipment and unused materials and leave the Site clean, safe and tidy to the satisfaction of the Superintendent.

2.6 Warranties by the Contractor

The Contractor warrants that it has the necessary skills, experience, resources and authority to perform and complete the Works in accordance with the Contract.

The Contractor shall perform the Works with due care and skill, in a professional and timely manner, and in compliance with the Contract Documents and applicable laws, regulations, codes and standards.

The Contractor warrants that all materials, workmanship and installation shall be fit for their intended purpose and free from defects except to the extent otherwise provided by the Contract.

The Contractor shall provide all warranties, certificates and documentation required under the Contract and applicable legislation.

2.7 Independent Contractor

The Contractor shall perform the Works as an independent contractor and shall not be an employee, agent, partner or joint venture participant of the Principal.

The Contractor shall not enter into any contract, incur any liability or make any commitment on behalf of the Principal without the Principal's prior written authorisation.

2.8 Standards

References to Australian Standards and Codes of Practice shall mean the editions, including amendments, applicable under the Contract and relevant legislation.

The Works shall comply with the National Construction Code, applicable Australian Standards, statutory requirements and the Contract Documents. Where inconsistencies arise between the Contract Documents, statutory requirements or applicable standards, the Contractor shall promptly notify the Superintendent and seek direction before proceeding with the affected work.

2.9 Permits

The Principal is responsible for the following permits and approvals which will be completed prior to works commencing:

- Building
- Plumbing
- Planning
- Certificate of Likely Compliance

The Contractor shall obtain any necessary permits for the delivery of all components to the site and the Start Works Notice.

2.10 Inspections

All materials and work are subject to inspection and the Contractor shall provide the necessary access and facilities. All work is subject to final inspection in situ and all inspections as otherwise required by the Building Surveyor and Plumbing Inspector.

Where materials have been inspected before being delivered to the site such inspection does not relieve the Contractor of their responsibility to carry out the work in accordance with the Drawings and Specification.

If, in the opinion of the Superintendent, materials or workmanship which has been supplied under guarantee or warranty are defective, they may require the Contractor to carry out additional tests or provide evidence of workmanship or quality of product or materials. If material or workmanship is found to be unsatisfactory, all costs associated with testing or supplying evidence of workmanship shall be borne by the Contractor.

The Contractor shall notify the Superintendent prior to the commencement and at the completion of works.

Where the giving of notice for inspection or testing is specified, The Superintendent is to be advised at least 24 hours in advance of the intention to perform or to cover up a section of the Works to enable inspection to be made and approval given. The Superintendent may require the Contractor to uncover, test or remove work for inspection where the Contractor has failed to provide the required notice.

2.11 Regulations and Fees

The Contractor shall comply with all applicable legislation, regulations, codes, standards, permits, approvals and directions of relevant authorities relating to the Works.

Except for permits and approvals identified in Clause 2.9 as the responsibility of the Principal, the Contractor shall obtain and pay all fees, charges, permits, notices and approvals required for the execution of the Works.

Prior to commencing the Works, the Contractor shall lodge any required Start Work Notice and comply with all requirements of the Building Surveyor, Plumbing Inspector and other relevant authorities.

2.12 Interpretation of Documents

The Contractor shall comply with the Contract Documents as a whole and shall not take advantage of any ambiguity, discrepancy or omission.

In the event there is any conflict between the contract conditions, the Specification, the Drawings, and any other documents forming part of the Contract then the order of precedence shall be:

(i) the Formal Instrument of Agreement;
(ii) the Contract Particulars (clause 1.2);
(iii) the special conditions in Section 2;
(iv) the AS 4000:2025 General Conditions;
(v) the Drawings;
(vi) the Specification;
(vii) any other document.

2.13 Insurance

The Contractor shall effect and maintain all insurance required under the Contract and by law for the duration of the Works and any applicable Defects Liability Period.

Prior to commencing the Works, the Contractor shall provide the Superintendent with evidence of the required insurance policies, including certificates of currency.

Without limitation, the Contractor shall maintain:

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

The Contractor shall ensure that all subcontractors engaged in carrying out the Works maintain appropriate insurance cover.

The Contractor shall provide evidence of insurance at any time upon reasonable request by the Principal or Superintendent.

2.14 Work Health and Safety

The Contractor shall comply with all applicable work health and safety legislation, regulations, codes of practice and standards, including:

- Work Health and Safety Act 2012 (Tas);
- Work Health and Safety Regulations 2022 (Tas);
- Relevant Codes of Practice; and
- Relevant Australian Standards.

The Principal appoints the Contractor as the Principal Contractor for the construction project under the Work Health and Safety Regulations 2022 (Tas) and authorises the Contractor to have management and control of the workplace for the purposes of the Works.

Prior to commencing the Works, the Contractor shall prepare and implement all work health and safety documentation required by law, including Safe Work Method Statements and any site-specific safety management documentation.

2.15 Sub-Contractors

The Contractor shall obtain the Superintendent's prior written approval before engaging any subcontractor not previously approved by the Principal for the relevant part of the Works.

The Contractor is responsible for all work of, or materials supplied by, all Sub-Contractors and shall make good any defects. The Contractor is also responsible for any delays, or defective or faulty work caused by any Sub- Contractor.

The Superintendent may refuse approval to the engagement of a proposed Sub-Contractor where reasonable grounds exist to do so.

2.16 Directions to Contractor

All directions shall be via written site instructions, signed by the Superintendent. The Contractor must acknowledge receipt, but a direction is effective when given.

2.17 Construction Programme

The Works shall proceed in a continuous manner without undue delays. The Contractor shall be responsible for the adherence of any Sub-Contractors to the program. If the Construction Program is amended for any reason, the Contractor shall provide an updated program to the Superintendent as soon as practicable.

2.18 Work Hours

Work shall normally be carried out Monday to Friday between 7.00 am and 6.00 pm and Saturdays between 8.00 am and 6.00 pm.

Saturday works must be coordinated with Council to avoid disruption to scheduled sporting activities and use of the existing pavilion. The Contractor must maintain access to the existing pavilion during scheduled weekend activities, unless otherwise agreed with Council.

Work outside these hours, including on Sundays and public holidays, requires prior written approval from the Superintendent. Such approval will not be unreasonably withheld.

The Contractor must coordinate all works with Council and comply with applicable statutory requirements and noise restrictions.

2.19 Variations

The Contractor shall issue a Contract Variation Quotation for each direction that the Contractor considers is a variation, in accordance with the General Conditions.

No variation will be recognised in this Contract until a Variation Order is issued by the Superintendent.

2.20 Extensions of Time

The Contractor shall complete the Works within the time specified in the contract. Should the Contractor be obliged to work overtime in order to achieve the completion date, then any extra costs incurred shall be at the Contractor's expense.

Where the Contractor considers a site instruction or other event constitutes an extension of time, the Contractor shall make a claim in writing to The Superintendent as soon as reasonably practicable.

Delay in activities which are not critical to the program shall not justify an extension of time.

2.21 Progress Payments

A payment certificate will be issued in accordance with the contract conditions.

The Contractor shall submit a correctly prepared progress payment claim showing:

(i) the amount claimed for payment, any part of a claim for progress payment not properly detailed may not be approved by The Superintendent.

(ii) the value of work carried out on site in relation to the Construction Pricing Schedule (Schedule 2)

(iii) details of variations approved to date.

2.22 Rubbish

The Contractor shall keep the site clean of accumulating rubbish, discarded materials and debris by its regular removal from site. Ensure that no rubbish or debris is thrown or dumped outside the working area.

The Superintendent may direct the removal of rubbish, waste, or other material.

2.23 Security and Safety

The Contractor shall be responsible for providing proper and adequate security and safety of the Works for both fixed and unfixed materials at all times.

The Contractor shall at all times exercise all precautions and be responsible for the safety of all persons engaged in, or entering onto, the Works and shall comply with all statutory requirements, and with such directions as The Superintendent may give from time to time.

Any excavations or other hazards shall be appropriately barricaded and secured.

The Contractor shall provide first aid facilities and shall be responsible for all necessary transport of injured personnel to hospital or other appropriate accommodation when required.

The Contractor shall be responsible for the safety of passers-by and casual visitors and when leaving the site unattended, shall ensure the site is left in a safe condition.

The Contractor shall immediately report to The Superintendent any accident and confirm later in writing. An accident report may be requested by The Superintendent.

2.24 Guarantees

Each guarantee called for in the Specification shall comprise a written document addressed to the Principal and delivered before the date of practical completion. Each guarantee shall state that workmanship, materials, and installation are guaranteed for the period specified from the date of Practical Completion and that any defect which arises during this period shall be made good.

Any associated work resulting from such making good shall be done by the Contractor at no additional cost to the Principal.

2.25 Site Meeting

Formal site meetings shall be held at the discretion of The Superintendent. The Contractor and invited Sub-Contractors shall attend the meetings.

2.26 Rise and Fall

The Contract Sum is not subject to adjustment for rise and fall.

2.27 Completion

Practical Completion is as defined in the General Conditions. It requires the Contractor to provide the certificates of completion and compliance, as-built drawings, operation and maintenance manuals, warranties and other handover documents required by the Contract and in accordance with the Certificate of Likely Compliance.

2.28 Clean Up

The Contractor shall, on completion of the Works, remove all temporary buildings, barricades and other temporary facilities and generally clean up the site.

The Contractor shall clean up all areas used during construction, make good any damage to pavements, pipes, fences, services, drains and the existing playing surface, restore any disturbed land surfaces to their original contours and condition, and leave the site in a neat and tidy condition to the satisfaction of the Superintendent.

Any damage to the playing surface shall be reported to Council, with repairs to be undertaken by Council's turf maintenance team at the Contractor's expense.

2.29 Defects Liability Period

This period shall extend for twelve (12) months after practical completion. During this period the Contractor must rectify Defects in accordance with the General Conditions and promptly remedy any work which proves defective but not as a result of normal wear and tear.

2.30 Traffic Control

Where traffic control is required, it shall comply with AS 1742.3 and all applicable traffic management requirements.

2.31 Third Party Supervision

The Principal may appoint a third-party supervisor to undertake inspections and monitor construction quality and progress on its behalf.

Any third-party supervisor shall act as the Superintendent's Representative in accordance with the General Conditions of Contract, where formally appointed in writing. Unless authorised by the Superintendent, the third-party supervisor shall not issue contractual directions or approve variations.

The Contractor shall provide reasonable access to the Works for inspections.