



Request for Tender

Request for Tender:	Application of Asphalt Wear Course to Danberrin Rd in 2024/25 Yr
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Deadline:	4.00 pm Tuesday 29 th October 2024
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Address for Delivery:	Shire of Nungarin Administration Centre Railway Ave, NUNGARIN WA 6490
Email for Delivery:	cso2@nungarin.wa.gov.au

RFT Number:	2024/25-01
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1 INTRODUCTION

The works to be executed under this Tender comprises the provision of a suitably qualified and experienced Contractor to apply a dense grade Asphalt Wear Course to the Danberrin Rd pavement within the Nungarin Townsite from SLK 0.035 to 1.470.

1.1 CONDITIONS OF TENDERING

1.1.1 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments	The documents you attach as part of your Tender.
Contractor	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Contractor's Representative	Means any Officer or person duly authorised by the Contractor in writing, to act on their behalf for the purpose of the Contract;
Deadline	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract	Means the General Conditions of Contract for the Provision of a Contractor to complete the application of the Asphalt Wear Course to Danberrin Rd within the Shire of Nungarin - nominated in Part 3.
Offer	Your offer to supply the Requirements.
Principal	The Shire of Nungarin
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Request OR RFT OR Request for Tender	This document.
Requirement	The Provision of a suitably qualified and experienced Contractor to complete the application of the Asphalt Wear Course to Danberrin Rd within the Shire of Nungarin - requested by the Principal.
Selection Criteria	The Criteria used by the Principal in evaluating your Tender.
Special Conditions	The additional contractual terms.
Specification	The Statement of Requirements that the Principal requests you to provide if selected.
Principal's Representative	Mr David Nayda – Chief Executive Officer
Principal's Representative's Representative	Mr Dave Dhu – Acting Manager of Works & Services
Tender	Completed Offer form, response to the Selection Criteria and Attachments.
Tenderer	Someone who has or intends to submit an Offer to the Principal.
Works or Services	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (read and keep this part).

Part 2 – Specification and/or plans/drawings (read and keep this part).

Part 3 – General Conditions of Contract (read and keep this part).

Part 4 – Special Conditions of Contract (read and keep this part).

Part 5 – Tenderer’s Offer (complete and return this part).

Part 6 – Contractor’s Occupational Safety and Health Management System Questionnaire (complete and return this part).

SEPARATE DOCUMENTS

1. Addenda and any other special correspondence issued to Tenderers by the Principal.
2. Any other policy or document referred to but not attached to the Request.

1.3 HOW TO PREPARE YOUR TENDER

Tenderers must:

1. Carefully read all parts of this document;
2. Ensure you understand the Requirements;
3. Complete and return the Offer (Parts 5 & 6) in all respects and include all Attachments;
4. Make sure you have signed the Offer Form and responded to all of the Selection Criteria; and
5. Lodge your Tender before the Deadline.

1.4 CONTACT PERSONS

Tenderers should not rely on any information provided by any person other than the person listed below:

Name	Mr Dave Dhu – Acting Manager of Works & Services at the Shire of Nungarin.
Telephone	0477 410 876
Email	works@nungarin.wa.gov.au

1.5 TENDER BRIEFING / SITE MEETING

Attendance at this meeting is not mandatory.

Tenderers are requested to attend a tender briefing/Site inspection on Monday 21st October 2024, commencing at 10.30am.

The meeting is to commence at the Nungarin Town Hall located on Danberrin Rd in Nungarin, at the Railway Avenue intersection.

The briefing/Site inspection will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the Tender.

Please confirm with the Contact Person advised in Clause 1.4 above, of your attendance at this meeting no later than Friday 18th October 2024 at 4.00 pm.

1.6 CUSTOMS DUTY

The Tenderer shall allow for any customs duty and primage applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

1.7 SITE ALLOWANCES

This contract is not subject to adjustment for Site allowances.

1.8 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this request is 4.00 pm WST, Tuesday 29th October 2024.

Tenders may be received by email, post or hand delivered. The onus is on the Tenderer to post Tenders well before the Deadline to allow for postage time, so the Tender is received by the Principal prior to the Deadline.

All Tenders are to be endorsed.

“Tender No 2024/25-01”

“Attention: Chief Executive Officer - Tender Box “

“Private & Confidential”

Administration Office: Railway Avenue, NUNGARIN WA 6490

Postal Address: PO Box 8, NUNGARIN WA 6490

Email Address: cso2@nungarin.wa.gov.au

All received tender submissions will be registered and placed immediately in the Tender Box until the Tender Opening.

1.9 REJECTION OF TENDERS

A Tender will be rejected without consideration of its merits in the event that:

1. It is not submitted before the Deadline; or
2. It is not submitted at the place specified in the Request; or
3. It may be rejected if it fails to comply with any other requirements of the Request.

1.10 LATE TENDERS

Tenders received:

1. After the Deadline; or
2. In a place other than that stipulated in this Request; will not be accepted for evaluation.

1.11 ACCEPTANCE OF TENDERS

The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.12 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

1.13 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal’s resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

1.14 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

1.15 ALTERNATIVE TENDERS

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked “ALTERNATIVE TENDER”.

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed “General Conditions of Contract” shown on the reverse of a Tenderer’s letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an

“Alternative Tender”.

1.16 TENDERERS TO INFORM THEMSELVES

Tenderers will be deemed to have:

1. examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
2. examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
3. satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
4. acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
5. satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.17 ALTERATIONS

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.18 RISK ASSESSMENT

The Principal may have access to and give consideration to:

1. any risk assessment undertaken by any credit rating agency;
2. any financial analytical assessment undertaken by any agency; and
3. any information produced by the Bank, financial institution, or accountant of a Tenderer;

So as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

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

1.19 EVALUATION PROCESS

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender by an Evaluation Panel.

The following evaluation methodology will be used in respect of this Request:

1. Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
2. Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (e.g. tendered prices and other relevant whole of life costs are considered).
3. The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

1.20 SELECTION CRITERIA

A Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria, for this Tender.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.21 COMPLIANCE CRITERIA

These criteria are detailed within Part 5.2.1 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

1.22 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5.2.2 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased, as tabled below.

Qualitative Criteria	Weighting
Relevant Experience	40%
Respondent Resources	30%
Current Commitment Schedule	30%
TOTAL	100%

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

1.23 VALUE CONSIDERATIONS

Non Weighted Cost Criteria

The non-weighted cost method is used where functional considerations such as Relevant Experience, Demonstrated Understanding and Suitable Resources are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- the qualitative ranking of each Tenderer; and
- the pricing submitted by each Tenderer.

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal. eg the lifetime operating costs of goods or the Principal’s contract management costs may also be considered in assessing the best value for money outcome.

1.24 PRICE BASIS

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include supply, delivery, mobilisation and demobilisation and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.25 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.26 CANVASSING OF OFFICIALS

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

1.27 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5.1 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.28 COSTS OF TENDERING

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.29 TENDER OPENING

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on Tuesday 29th October 2024 at 9.00am at the Shire of Nungarin Administration Centre located on Railway Ave, NUNGARIN WA 6490.

1.30 MONETARY VALUES

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc.) are net values. They do not include Goods and Services Tax (GST).

1.31 IN HOUSE TENDERS

The Principal does not intend to submit an In-house Tender.

2 SPECIFICATION

2.0 SPECIFICATION - ASPHALT WEAR COURSE

2.1 GENERAL

2.1.1 SCOPE

1. The work under this specification consists of the supply and application of dense graded hot-mixed asphalt for pavement wearing courses.
2. A Schedule of Works is included in section 2.6, which provides details of specific Asphalt Wear Course Surfacing to be applied.
3. Application Details for Asphalt Wear Courses, to be applied in the Contract are included in section 2.6.
4. The works shall include surface preparation, supply of materials, production, hauling, placing and compaction of asphalt to the areas as per this specification.

2.1.2 DEFINITIONS

1. “asphalt course” comprises one or more layers of a single asphalt type.
2. “asphalt layer” comprises a single paving run of uniform asphalt.
3. “asphalt wearing courses” is that part of the pavement upon which the traffic travels including any dense graded asphalt course immediately below a course of open graded asphalt.
4. “asphalt pavement” is a pavement, the predominate structural strength of which is provided by asphalt layers.

2.1.3 REFERENCES

MRWA Specifications, Australian Standards and MRWA Test Methods are referred to in abbreviated form (eg AS 1234 or MRWA 123). For convenience, the full titles are given below:

Australian Standards

AS 1160	Bituminous Emulsions for the Construction & Maintenance of Pavements
AS 1672	Building Limes
AS 1726	Geotechnical Site Investigations
AS 2150	Hot Mix Asphalt
AS/NZS 2891.2.2	Sample Preparation - Compaction of Asphalt test specimens using a gyratory compactor
AS/NZS 2891.10	Moisture content of asphalt
AS/NZS 2891.11	Degree of particle coating
AS/NZS 2891.13.1	Determination of the resilient modulus of asphalt – indirect tensile method
AS 1141	Methods for Sampling and Testing Aggregates

MRWA Test Methods

WA 210.1	Particle Size Distribution of Aggregates
WA 212.1	Aggregate Moisture Content : Convection Oven Method
WA 212.2	Aggregate Moisture Content : Microwave Oven Method
WA 223.1	Crushing Test Value
WA 250.1	Colour of Aggregate
WA 313.2	Surface Profile: Three Metre Straightedge
WA 313.4	Surface Profile: ARRB Profiler
WA 341.1	Colour Saturation of Laterite Asphalt
WA 701.1	Sampling and Storage of Asphalt
WA 705.1	Preparation of Asphalt for Testing
WA 730.1	Bitumen Content & Particle Size Distribution of Asphalt & Stabilised Soil, Centrifuge Method

WA 731.1	Stability & Flow of Asphalt: Marshall Method
WA 732.2	Maximum Density of Asphalt: Rice Method
WA 733.1	Bulk Density and Void Content of Asphalt
WA 733.2	Bulk Density and Void Content of Asphalt – Vacuum Sealing Method

TRAFFIC CONTROL

AS 1742.3	Traffic Control Devices for Works on Roads
MRWA	Traffic Management for Works on Roads - Code of Practice

MAIN ROADS SPECIFICATIONS

Specification 201	QUALITY SYSTEMS
Specification 502	STONE MASTIC ASPHALT
Specification 510	ASPHALT INTERMEDIATE COURSE
Specification 511	MATERIALS FOR BITUMINOUS TREATMENTS

2.1.4 RESPONSIBILITY FOR TASKS RELATING TO THE WORKS.

Table 1 below shows who is responsible for carrying out tasks associated with the Works in this Contract, and consequently what the tenderer is to allow for when evaluating cost rates for their tender.

<u>Task Description</u>	<u>Responsibility</u>		
	Contractor	Client	Other
Clearly Mark the Boundaries of the Works	Yes	Yes	
Approve Start and Finish of Works		Yes	
Select or Design Asphalt Mixture		Yes	
Select or Design Asphalt Depth		Yes	
Mobilisation to Site	Yes		
Accommodation & Messing	Yes		
Control Traffic Before Works		Yes	
Control Traffic During Works		Yes	
Control Traffic After Completion of Works		Yes	
Supply, Deliver Asphalt Mixture	Yes		
Apply Tack Coat to Asphalt Area	Yes		
Load Asphalt Mixture into Paving Plant	Yes		
Spread Asphalt Mixture to Defined Areas	Yes		
Roll Asphalt Mixture in Defined Areas	Yes		
Provide Asphalt Materials Records & Quality Certification & Daily Record Sheets	Yes		
Demobilisation from site	Yes		
Pay Construction & Industry Training Fund (ICTF) Levy	Yes		

Table 1.**2.1.5 TRAFFIC MANAGEMENT**

The Principal's Works Crew will close each section of Danberrin Rd being asphalted, to exclude traffic from the Works Area. This street closure will be completed via a rolling closure as the Contractor works along the street.

2.1.6 RESOURCES SUPPLIED BY THE PRINCIPAL

Nil.

2.1.7 RESOURCES TO BE SUPPLIED BY THE CONTRACTOR

Apart from those resources to be provided by the Principal as specified in section 2.1.6, the Contractor shall provide all Plant, Labour, Consumables, Equipment, Accommodation, Messing and Mobilisation

/ Demobilisation to complete the works as detailed in this Specification.

In relation to the Resources to be provided by the Contractor, it is expected that:

- All plant is to be relatively modern and fit for use, and fitted with all guards, suitable treaded tyres, working UHF 2-way system, working fire extinguisher, and flashing rotating beacon/s, that are all registered, insured and in good operating condition.
- All operators will be suitably experienced and have sufficient relevant road construction experience, current driver's license, and current SAT certificate.
- Sufficient Plant and Labour Resources will be provided onsite at all times to ensure a suitable level of productivity and conformance to Quality Requirements is achievable at all times. As part of the Qualitative Criteria, Tenderers will be requested to provide within their completed Price Schedule a list of Plant and Labour Resources they would be expected to utilise to complete this work, should they be awarded this work.

2.1.8 IMPLEMENTATION TIMETABLE

It is expected the works will commence late November to early December 2024 and be completed over an estimated duration of three (3) to four (4) days maximum.

2.1.9 WORK DAYS AND HOURS

The allowed work days will be seven days a week on this project. The daily hours of work for the Contractor to carry out the works on this project will be from 7.00am to 5.00pm, during daylight hours ONLY each day.

2.2 PRODUCTS AND MATERIALS

2.2.1 BITUMINOUS BINDERS

1. Binder used in the production of dense graded asphalt shall be as shown on drawings. Where not shown the binder specified at Clause 1.3.1 for the relevant asphalt mix shall be used.
2. Binder used in the production of open graded asphalt shall be A20E polymer modified binder.
3. All binders shall conform to the requirements of MRWA Specification 511 - MATERIALS FOR BITUMINOUS TREATMENTS.
4. **Prior to the use of bitumen or polymer modified bitumen the Contractor shall demonstrate compliance with the properties of the binder for each batch used on the Contract. Audit testing undertaken by the Principal shall not be used to demonstrate compliance.**

2.2.2 BITUMEN EMULSION

1. Bitumen emulsion to be used as the tack coat during the preparation of the surface prior to the laying of open or dense graded asphalt shall be Cationic Slow Setting emulsion grade CSS/170-60 or Cationic Rapid Setting emulsion grade CRS/170-60, both conforming to AS 1160, mixed 50:50 by volume with water.

2.2.3 AGGREGATE

1. Crushed aggregate, including its source rock, and screened or crushed laterite aggregate shall meet the requirements of MRWA Specification 511 - MATERIALS FOR BITUMINOUS TREATMENTS. Coarse and fine aggregate used in the manufacture of asphalt shall only consist of crushed rock material.

2.2.4 MINERAL FILLER

1. Mineral filler shall meet the requirements of MRWA Specification 511 - MATERIALS FOR BITUMINOUS TREATMENTS.

2.2.5 ADHESION AGENT

1. The adhesion agent shall meet the requirements of MRWA Specification 511 - MATERIALS FOR BITUMINOUS TREATMENTS.

2.2.6 PIGMENT

1. Red iron oxide pigment shall be incorporated into dense graded laterite mixes where specified. The Contractor shall use an appropriate type, quantity and process for the incorporation of red iron oxide pigment to meet the requirements of Clause 1.5.12 (6).
2. Red iron oxide pigment shall not be used in asphalt where laterite aggregate is not included.

2.3 MIX DESIGN

2.3.1 SPECIFIED DENSE GRADED ASPHALT MIX DESIGNS

2.3.1.1 DESIGN PARAMETERS

1. All dense graded asphalt under this Contract shall be assessed in accordance with the standard procedures laid down for the Marshall method of design as shown in Table 2.

TABLE 2 DESIGN PARAMETERS

Stability & Flow of Asphalt : Marshall Method	WA 731.1
Maximum Density of Asphalt : Rice Method	WA 732.2
Bulk Density & Void Content of Asphalt	WA 733.1

2. The design shall produce an asphalt which satisfies the limiting values of the various Marshall properties listed in Table 3. These values shall be used as the basis of mix assessment.

TABLE 3 MARSHALL PROPERTIES - DENSE GRADED ASPHALT (75 BLOW COMPACTION)

Values Used as the Basis of Mix Assessment

Parameter	Min	Max
Marshall Stability	8.0kN	-
Marshall Flow	2.00mm	4.00mm
Air Voids (WA 733.1):		
nominal 10mm Laterite	3.0%	6.0%
nominal 10mm – Perth and Southern areas of the state	4.0%	6.0%
nominal 10mm – Northern and Eastern areas of the state	4.0%	7.0%
nominal 5mm	3.0%	5.0%
nominal 14mm (Intersection Mix)	4.0%	7.0%
Voids in Mineral Aggregate:		
nominal 10mm Laterite	15.0%	-
nominal 10mm	15.0%	-
nominal 5mm	16.0%	-
nominal 14mm (Intersection Mix)	14.0%	-

3. In addition to achieving all the specified property values, all asphalt shall have an adequate workability and shall be suitably resistant to segregation during handling and placing.

4. Laterite asphalt to be used for bus lanes or shoulders shall be a conforming 10mm nominal size dense graded asphalt. Laterite asphalt for use on shared paths should be a nominal mix design specified by the asphalt supplier of dense graded laterite asphalt 7mm nominal size.

2.3.1.2 CONFORMING MIX DESIGN FOR DENSE GRADED ASPHALT

- The conforming mixes described in this clause are for mixes produced using granite or laterite aggregates from the Perth region.
- Details of dense graded asphalt mixes which have been found to achieve the Marshall Values listed in Table 3 are given in Table 4. The supply of dense graded asphalt in accordance with these design details shall be the basis of a conforming tender. Where aggregate other than granite or laterite from the Perth region is used for the supply of dense graded asphalt in accordance with these design details the basis of the tender shall be considered to be a job mix.

TABLE 4 CONFORMING MIXES FOR PERTH AREA: DENSE GRADED ASPHALT PARTICLE SIZE DISTRIBUTION AND BITUMEN CONTENT

Australian Standard (AS 1152) Sieve mm	Percentage Passing				
	Nominal 5mm Granite	Nominal 10mm Granite	Nominal 10mm Laterite (Medians and Shoulders)	Nominal 10mm Laterite (Bus Lanes)	Nominal 14mm Granite (Intersection Mix)
26.50					
19.00					100
13.20		100	100	100	93 - 100
9.50		95 - 100	90 - 100	90 - 100	79 - 89
6.70	100	78 - 88	73 - 87	73 - 87	63 - 73
4.75	85 - 100	63 - 73	60 - 74	60 - 74	49 - 59
2.36	55 - 75	40 - 48	41 - 53	41 - 53	33 - 41
1.18	38 - 57	25 - 32	29 - 39	29 - 39	22 - 32
0.600	26 - 43	18 - 24	19 - 27	19 - 27	15 - 23
0.300	15 - 28	12 - 17	12 - 20	12 - 20	10 - 18
0.150	8 - 18	8 - 12	7 - 12	7 - 12	6 - 11
0.075	4 - 11	3 - 5	3 - 7	3 - 7	2 - 5
Binder Content (by percentage mass of whole mixture)	6.0% ± 0.3% (Class 170 Bitumen)	5.4% ± 0.3% (Class 170 Bitumen)	Minimum 5.0% (Class 320 Bitumen) NOTE 1	Minimum 5.0% (A15E) NOTE 1	4.7% ± 0.3% (Class 320 Bitumen)
Hydrated Lime (by percentage mass of total aggregate)	1.5%	1.5%	1.5%	1.5%	1.5%

Note 1: the bitumen content shall be adjusted to produce air voids and VMA complying with the limits shown in Table 2.6.3.1.2 but shall not be lower than the minimum bitumen content.

- The 10mm dense graded laterite mixes shall be based on the use of crushed laterite aggregates. The mixes shall include a maximum of 30% of granite aggregates by mass of the total aggregates in the mix with no less than 15% by mass of nominal sized 10mm granite aggregate in the total

aggregate. Sand shall not be used in the laterite mixes. Laterite mixes shall also contain a red iron oxide pigment as specified in Clause 1.2.6.

2.4 MANUFACTURE AND TRANSPORT

2.4.1 MIXING PLANT

1. Asphalt shall be manufactured in a central mixing plant by either, batch mixing, continuous mixing or drum mixing. All mixing plant and equipment and associated facilities shall conform to the requirements of AS 2150 and shall be such as to prevent segregation of the asphalt at all stages.
2. A sampling cock shall be installed in the inlet pipe between the road tanker and binder storage tanks. An additional sampling cock shall be installed for sampling at the time of asphalt production between the binder tank and the mixing chamber to facilitate the sampling of any binder being used for asphalt production.
3. For the verification of weights or proportions and character of materials and determination of temperatures used in the preparation of the asphalt, the Principal's Representative shall have access at any time to all parts of the plant subject to safety considerations.

2.4.2 MANUFACTURE OF ASPHALT

1. The quantities of coarse and fine aggregates, mineral filler, pigment, adhesion agent and binder shall be accurately and positively controlled so as to produce the asphalt specified for use in the Works. RAP shall not be included in the production of any asphalt wearing course.
2. The mixing process shall be such as to produce a uniform distribution of aggregate sizes and a uniform coating of binder on a minimum of 95% of aggregate particles when tested in accordance with AS/NZS 2891.11.
3. The particle size distribution and the percentage of bitumen shall be within the limits as specified in Table 4 for dense graded asphalt, or in accordance with an authorised job mix when tested in accordance with WA 730.1.
4. The air voids, VMA, stability and flow shall be in accordance with Table 3 for dense graded asphalt when tested in accordance with WA 731.1 and 733.1.
5. The moisture content of the asphalt at the completion of the mixing process shall not be greater than 0.15% by mass when measured in accordance with AS/NZS 2891.10 or T660.
6. In a batch mixer the volume of material shall be limited to an amount allowing the paddle tips to be seen when passing through the top vertical position during mixing.
7. The temperature of the mixed asphalt shall be measured and recorded at the discharge point of the pugmill or mixing drum. The temperature of the asphalt shall not exceed 170°C for dense graded asphalt manufactured with Class 170 or 320 bitumen and 185°C for dense graded asphalt manufactured with PMB or 170°C for open graded asphalt unless otherwise directed by the Principal's Representative.

2.4.3 STORAGE AND HANDLING

1. Binders shall be heated and stored to meet the requirements of MRWA Specification 511 - MATERIALS FOR BITUMINOUS TREATMENTS and the AAPA Advisory Note 7. At no time shall binder be heated to a temperature greater than 180°C.

2.4.4 TRANSPORT

1. The asphalt shall be transported from the asphalt plant to the Works in metal bodied trucks or trailers previously cleaned of all foreign materials. In long distance haul situations the asphalt should be transported in insulated vehicles sufficient to ensure arrival of the asphalt on site in a conforming condition.

2. The temperature of the asphalt in each truck load and each trailer load shall be measured using a calibrated digital probe thermometer before the truck leaves the site of the asphalt manufacturing plant. The thermometer shall have a digital display readable to 1°C and have a measurement of uncertainty of not more than 3°C. Infrared thermometers shall not be used to measure temperature. The temperature shall comply with the requirements of Clause 1.4.2 (7).
3. The temperature of the asphalt shall be recorded on a printout showing date, time and asphalt temperature for each truck load and each trailer load of mix dispatched. The printout shall be provided with the load delivery docket.
4. Each load shall be covered with suitable material of sufficient size to prevent loss of heat from the mixture.
5. The asphalt shall be delivered at a uniform rate within the capacity of the placing and compacting plant.

2.5 PLACING OF ASPHALT

2.5.1 GENERAL

1. **Prior to commencing asphaltting, the Contractor shall submit to the Principal's Representative the proposed number and widths of asphalt runs, and the proposed joint layout.**
2. Asphalt shall not be placed if the truck delivery docket does not include a printout of the date, time and temperature of asphalt when the truck was dispatched.
 - Asphalt shall be delivered to the work site at temperatures as follows :
 - Hot mixed dense graded asphalt with bitumen 140°C to 170°C.
 - Hot mixed dense graded asphalt with polymer modified binder 160°C to 185°C.
 - Warm mixed dense graded asphalt with Sasobit 135°C to 155°C
 - Hot mixed open graded asphalt 155°C to 170°C.
3. If a delay occurs of more than 30 minutes between successive truck deliveries to the paver, the paver shall be moved clear of the laid asphalt and a proper transverse joint formed.
4. Prior to commencing each day's operations, and also after any delay exceeding half an hour during the day, the screed shall be preheated for at least 15 minutes in order to eliminate drag marks and imperfections in the finished mat.
5. All kerbs, gullies, grates and other structures shall be protected at all times from damage or defacement by asphalt placement works and the site shall be left in a clean and tidy condition.

2.5.2 SURFACE PREPARATION

1. Prior to the placement of asphalt, the Contractor following shall carry out preparation work as detailed in the following clauses.
2. The Contractor shall sweep all road surfaces on which asphalt is to be placed under this contract to a clean condition with no appreciable amounts of loose materials or any other foreign matter remaining. Loose surface material against kerbing shall be removed by handwork if necessary. The surface to be paved shall be dry.
3. Where the surface to be covered is asphalt, all depressions more than 20mm deep shall be filled with a nominal 10 mm or 14mm dense graded asphalt and shall be screeded or raked and then compacted to similar density as the remainder of the surface to be paved.
4. The surface of a shared path shall have a uniform texture with a tightly bonded surface and be primed. The texture of this surface should key the asphalt to the surface and resist any tendency for "slippage" failures.
5. Where paving tape is shown in asphalt drawings the tape shall be Denso Paving tape 200mm wide or Bitac DS Multi-Laminate tape 250mm wide. The tape shall be applied to a surface that is clean, dry and all loose material has been removed beyond the width of the tape to be applied. Joins of the tape shall be overlapped and any air bubbles or creases in the tape shall be cut and flattened.

2.5.3 EQUIPMENT

1. The asphalt must be placed by a self-propelled paver equipped with the ability to be operated with automatic thickness control and automatic joint matching facility. The paver must be equipped with a ski or laser control system and crossfall controller to maintain levels, and also suitable sensing equipment to provide longitudinal joint matching. It shall further be equipped with a vibrating or tamping screed capable of achieving 85% of final compaction.
2. Where the use of a material transfer vehicle (MTV) is specified, the MTV shall be a self-propelled machine capable of receiving asphalt from delivery trucks, storing the asphalt, heating asphalt in storage and transferring the asphalt to the paver without any contact with the paver. The MTV must have a minimum storage capacity of 15 tonnes and the paver must be fitted with a bin in its hopper to transfer asphalt directly to the feed conveyor of the paver.

2.5.4 TACK COAT

1. A tack coat shall be applied to the prepared surface at the rate of 0.6 L/m² of the dilute emulsion or as directed by the Principal's Representative. The tack coat shall be sprayed in a uniform film over the entire road surface.
2. No asphalt shall be placed on the tack coat until the emulsion has broken and the water has substantially evaporated.
3. The Principal's Representative may direct the pavement area ahead of the paver to be resprayed and may specify the time to be allowed between the spraying of tack coat and the placing of asphalt. However, this area shall not exceed the requirements for half a day's placing of asphalt.
4. The tack coat shall be applied with care to reduce the possibility of concrete kerbs, driveways and footpaths being sprayed with bitumen. Any such contamination shall be removed by the Contractor at no cost to the Principal.

2.5.5 WEATHER CONDITIONS

1. Asphalt placement shall not commence or continue upon a surface which is not clean and dry, and only when the pavement temperature meets the requirements shown in Table 5 and rain is not imminent.

TABLE 5 PAVEMENT TEMPERATURES FOR PLACEMENT

Mix Type	Binder in Mix	Minimum pavement temperature when wind speed < 20 km/hr	Minimum pavement temperature when wind speed ≥ 20 km/hr
OGA	A20E	20°C	25°C
OGA	A20E with Sasobit	15°C	20°C
DGA	C320 bitumen	15°C	20°C
DGA	C320 bitumen with Sasobit	10°C	15°C
DGA	Polymer Modified Binder	20°C	25°C
DGA	Polymer Modified Binder with Sasobit	10°C	15°C

2. The Principal's Representative may, if the weather or surface conditions are considered to be unsuitable, instruct the Contractor to cease laying operations. Any materials laid after this instruction is given will not be paid for and are to be removed at no cost to the Principal.

2.5.6 JOINTS

1. The number and extent of joints in asphalt layers shall be kept to a minimum and the paving pattern shall be designed accordingly in advance of the work
2. The main paving runs shall be laid first and any smaller or irregular adjacent areas later so that they can be matched to the main run.
3. Each joint shall be neat, thoroughly compacted, and have a surface finish equal in quality to that of the surrounding asphalt layer.
4. Where the edge of the previously laid work has become distorted it shall be cut back a sufficient distance to provide the true cross section.

2.5.7 LONGITUDINAL JOINTS

1. Longitudinal joints shall be continuous and parallel to the pavement centreline. Joints in successive layers shall be offset by at least 150mm. Joints shall be located away from traffic wheel tracks. Where possible, joints in wearing courses shall be located beneath traffic line marking. The end of the previous run shall be lightly tack coated before the paving of the adjacent run proceeds.
2. Temporary longitudinal ramps shall be provided for any asphalt course that has not been completed to the full carriageway width and is subjected to traffic. These ramps shall be cut back before the adjacent lane is laid.

2.5.8 TRANSVERSE JOINTS

1. Transverse joints shall be at right angles to the direction of paving. They should be staggered by at least one (1) metre between successive layers and between adjacent runs.
2. The end of the previous run shall be lightly tack coated before the paving of the next run proceeds.
3. Temporary transverse ramps shall be provided where traffic is to use the newly laid work prior to a run being completed. These ramps shall be cut back before the next run is laid.

2.5.9 TERMINAL JOINTS

1. Terminal joints between the new and existing surfaces shall be formed by ramping with a nominal 5mm dense graded asphalt mix. The ramp shall extend over a sufficient distance to provide a slope of at least 1:100.

2.5.10 COMPACTION

1. Self-propelled steel wheel rollers and pneumatic tyred rollers meeting the requirements of AS 2150 shall be used. Vibratory pneumatic tyred rollers may be used. All rollers shall be fitted with reticulation to water wheels or tyres to prevent pick up of asphalt and be fitted with scrapers to clean the wheels or tyres. Only steel wheeled rollers shall be used for the compaction of open graded asphalt.
2. Unless otherwise directed by the Principal's Representative rolling shall commence immediately after placing and compacting with the vibrating or tamping screed. The rolling shall start longitudinally at the sides and proceed towards the centre of the pavement, overlapping on successive passes by at least 150mm. Successive passes of the roller shall be of slightly different lengths.

3. Roller speed shall be uniform. Stops and starts shall be controlled so that displacement (shoving) of the asphalt mix does not occur when changing direction. Any shoving occurring as a result of changing direction, or from any other cause, shall be corrected at once by the use of rakes and of fresh asphalt when required.
4. To prevent adhesion of asphalt to the roller, all wheels shall be kept properly moistened but excess of water shall be avoided. Diesel or other petroleum based fluids shall not be applied to pneumatic tyres during the rolling process.
5. Vibratory compaction shall be discontinued in areas where it is considered such vibrations could cause damage to adjacent buildings or structures. Under these conditions, initial compaction of the asphalt shall be achieved using the self-propelled static steel wheeled rollers of appropriate mass to meet the compaction requirements in Clause 1.5.11.
6. The Contractor shall ensure the protection of services and property from deterioration or damage due to the works.
7. Rollers shall be kept in continuous operation as much as practicable and in such a manner that all parts of the pavement receive substantially equal compaction. In the event of a delay in the laying operation, rolling is to be carried out as close as practicable to the paving machine. Rollers shall not be parked on work carried out the same day.
8. A sufficient number of rollers shall be available on site commensurate with the rate of supply of asphalt and the output of the paving machine.
9. Open graded asphalt shall be compacted by self-propelled vibrating steel wheel rollers each of mass not less than eight (8) tonnes, capable of varying the amplitude and/or frequency of vibration.
10. All joints must be filled and edges adjacent to kerbing and such other hand work as may be necessary must be rolled with a suitable pedestrian type roller.
11. Finish rolling shall be carried out while the material is still warm enough for the removal of tyre marks. Steel wheeled rollers shall be used.

2.5.11 DENSITY REQUIREMENTS

1. The Characteristic Percent Marshall Density (Compaction) for any lot shall be deemed to be conforming if it attains a value of 93% or greater, except for shared path dense graded asphalt that shall attain a value of 91% or greater. Payment for conforming work shall be at the scheduled rate.
2. Density shall be calculated on the basis of the results of tests of core samples of asphalt sampled from an asphalt layer, after laying and compaction, in accordance with WA 701.1. The density of the samples shall be determined in accordance with WA 733.1 and expressed as a percentage of the mean Marshall Density of all asphalt results from the same production shift in accordance with WA 731.1 and WA 733.1 (for dense graded asphalt).
3. Core samples shall be taken within 24 hours of placement of a lot of asphalt. Results of testing shall be reported on a NATA endorsed test report within 48 hours of the core samples being taken. The testing laboratory shall send all density results directly to, amongst others, the Contractor, the Principal's Representative and a nominated representative at the Main Roads Materials Engineering Branch.
4. Where the Characteristic Percent Marshall Density is less than the specified density the Quality Level shall be deemed to be either Non-conformance or Conditional Conformance depending on the difference between the Characteristic Percent Marshall Density and the specified density. The tolerances applicable to Conditional Conformance are given in Table 6. A Pay Factor, as shown in Table 6, shall be applied for work at the appropriate conformance level in accordance with these tolerances. The Pay Factor shall reflect the lower level of serviceability of conditionally conforming asphalt.
5. Conditional acceptance is NOT applicable if:

- i. Shared path dense graded asphalt will be considered to either conform, where the Characteristic Percent Marshall Density Rc is greater than or equal to 91.0%, or be Non-conforming where the Rc is less than 91.0%.
- ii. Where the contract does not include a separate scheduled rate for the placement of asphalt the asphalt will be considered to either conform, where the Characteristic Percent Marshall Density Rc is greater than or equal to 93.0%, or be Non-conforming where the Rc is less than 93.0%.

TABLE 6 PAY FACTORS

Characteristic Percent Marshall Density Rc (%)	Quality Level	Pay Factor
93.0 or greater	Conformance	1.0
Less than 93.0 and greater than or equal to 91.0	Conditional Conformance	0.15 Rc - 12.95
Less than 91.0	Non-Conformance	N/A

6. Where any lot of asphalt work is deemed non-conforming the Contractor shall apply remedial action, and the lot shall be removed and replaced with fresh asphalt and retested. Removal shall be carried out so as not to damage the underlying layers or any road furniture such as gully gratings. Any such damage shall be repaired at no cost to the Principal.

2.5.12 SURFACE REQUIREMENTS

1. The surface of the compacted asphalt shall be smooth and true to the specified crown and grades, be of uniform appearance, free of dragged areas, cracks, open textured patches and roller or paver marks. Any section of asphalt that is loose or broken, mixed with dirt or other impurities, or is in any way defective, shall be removed and replaced.
2. When using the 3 metre straight edge, in accordance with WA 313.2, the shape of the compacted asphalt shall be deemed to be conforming when the maximum deviation from a 3m straight edge, placed in any position on the surface of a layer does not exceed the limits specified in Table 7. A 3m straight edge shall be provided with each paver.
3. When using the ARRB TR Walking Profiler, in accordance with WA 313.4, the shape of the compacted asphalt shall be deemed to be conforming when the maximum deviation, measured in any direction and within any 3m long section of the surface does not exceed the limits specified in Table 7.

TABLE 7 SURFACE SHAPE

Direction of Measurement	Maximum Deviation	Maximum rate of Change of Deviation
Longitudinal	3 mm	1.0 mm per 240 mm
Transverse	5 mm	1.0 mm per 240 mm

4. For construction works, the upper surface of the compacted asphalt shall be within 5mm of the final design levels. For construction work the thickness of the compacted asphalt layers shall be within 5mm of the specified thickness. On resurfacing works where the underlying levels vary, the minimum thickness of compacted asphalt shall be within 5mm of the specified thickness. The thickness of a Lot of asphalt shall be determined from the mean thickness of core samples taken for compaction testing. Thickness shall be measured in accordance with WA 705.1.
5. The plan location of the outer edge of the asphalt shall be within +25 mm of its true location and the rate of change of the edge from its true plan position shall not exceed 1 in 40.
6. Laterite asphalt mixes, including shared path mix, when placed and compacted shall have a colour saturation meeting the requirements of this clause. When tested in accordance with WA 341.1 a lot of dense graded laterite mix, or portion of a lot nominated by the Principal's

Representative, shall have a value for Chroma (C*) not less than 6.5. Testing of a lot or portion thereof may be initiated by the Principal's Representative at any time after placement of the asphalt. Where the colour of a lot does not comply the Contractor shall pay for the cost of testing the lot. In response to a non-conformance the Contractor shall review its selection and use of a red iron oxide pigment to colour the asphalt before further asphalt is placed. Non-conforming asphalt shall be removed and replaced with conforming mix at no cost to the Principal.

7. The Contractor shall test for compliance with the specified lines, levels, thickness and surface finish immediately after initial compaction. Any variations shall be corrected by removing or adding materials as may be necessary. Rolling shall then be continued as specified. After final rolling out, the smoothness of the course shall be checked again.
8. Where work is deemed non-conforming the Contractor shall apply remedial action, and the lot shall be removed and replaced with fresh asphalt and retested.

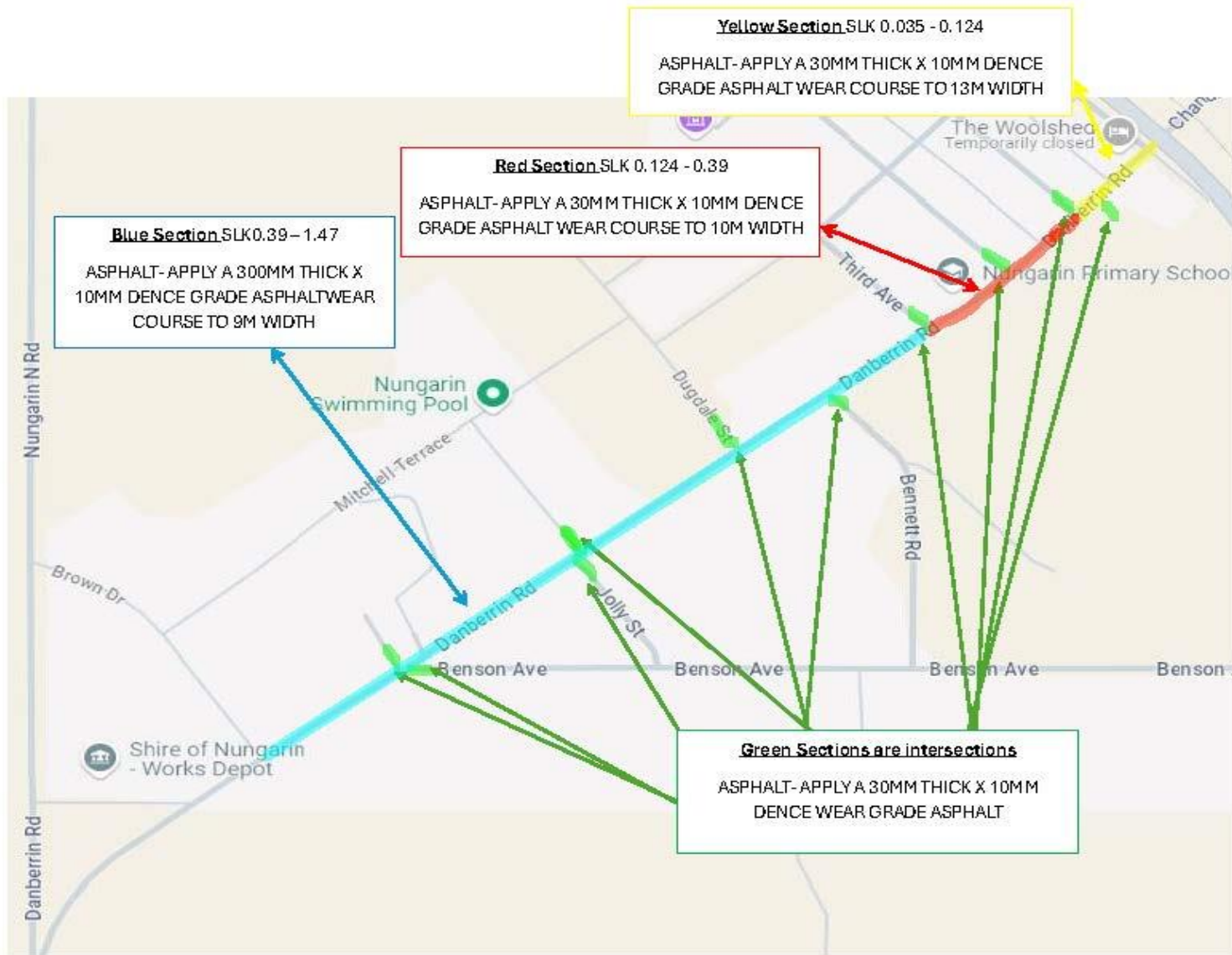
2.6 SCHEDULE OF WORKS & APPLICATION DETAILS

Works Item (Road Names)	From ¹ (SLK)	To ¹ (SLK)	Length (m)	Average Width (m)	Area (m ²)	Asphalt Mixture	Asphalt Compacted Thickness (mm)	Comments
Asphalt Wear Course								
Danberrin Rd	0.035	1.470	1.435	9.60	15,923 (includes side street intersection areas)	10mm Dense Grade (No Pigment required)	30mm	Asphalt Reconstructed Town Street Section (1 mainly straight section) and into 10 side streets – Mobilisation #1 mid to late December 2024 Side Street Details Nungarin Hall Rear Carpark Entrance – 6m L x 8.0m W + 2m ² = 50 m ² First Ave – 20m L x 11.5m W + 16m ² Radii = 246 m ² Second Ave - 20m L x 11.5m W + 28m ² Radii = 258 m ² Third Ave - 30m L x 10.5m W + 16m ² Radii = 331 m ² Bennett St - 10m L x 7.0m W + 4m ² Radii = 74 m ² Dugdale St - 15m L x 8.0m W + 4m ² Radii = 124 m ² Jolly St- West - 15m L x 6.0m W + 11m ² Radii = 101 m ² Jolly St- East - 15m L x 7.0m W + 28m ² Radii = 133 m ² Benson Ave – 25m L x 10.0m W + 139m ² Radii = 389 m ² Recreation Centre Entrance Opposite Benson Ave – 8m L x 10.0m W + 32 m ² Radii = 112 m ² .
Total Area of Asphalt Wear Course to be applied					15,923	m²		

Note:

1. SLK Denotes Straight Line Kilometre distance values for “From” and “To”.

2.7 LOCALITY / WORKS PLAN



3 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract applicable to this tender are based on the standard WALGA template General Conditions of Contract for provision of Minor Works and are included with the Request to Tender documents.

3.1 INSURANCES

Public Liability (required) – All companies are required to have this insurance to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

Workers' Compensation or Personal Accident Insurance Cover (required) – All employees in Australia must be insured by their employer for Workers' Compensation. Or in the case of a sole business owner or operator then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

Compulsory Third Party Insurance Cover (required) – Required to be taken out by the Contractor under any legal requirement.

Vehicle and Equipment Insurance Cover (required) – For all of the Contractors vehicles, plant and equipment used in connection with this Contract whether owned, hired or leased.

The required minimum value and conditions for each type of Insurance is provided in the table below.

Insurance Type	Minimum Value of Insurance and / or required conditions.
Public Liability & Product Liability Insurance	\$ 10 Million in respect of any one (1) claim for each type of Insurance.
Worker's Compensation or Personal Accident Insurance Cover	<ul style="list-style-type: none"> a. the Contractor must insure against liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor including liability under statute and at common law with a level of cover not less than \$50 million; or b. where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.
Compulsory Third Party Insurance Cover	<ul style="list-style-type: none"> a. Cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment; b. be unlimited in the number of occurrences; and
Vehicle and Equipment Insurance Cover	<ul style="list-style-type: none"> a. cover all loss and/or damage to the Contractor's Vehicles and Equipment; b. be unlimited in the number of occurrences; and
Professional Indemnity Insurance	\$ 2 Million in respect of any one (1) claim.

3.2 PERIOD OF CONTRACT AND TERMINATION

The Contract is to be completed on supply of the Requirements.

4 SPECIAL CONDITIONS OF CONTRACT

4.1 ADMINISTRATIVE REQUIREMENTS

The Contractor is required to provide the following during the course of their contractual obligations in terms of this tender:

Activity	Frequency
Any variations to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public liability nature	Immediately
Damage to property or persons as a result of the performance or non-performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that may result in damage to any Council or community property or misconduct towards the public	Immediately as incident occurs

4.2 DRESS CODE

All contractors are to wear appropriate clothing, footwear and any safety equipment as required by the nature of the services provided. **All contractors and their employees are to wear high visibility upper garments at all times while working outside of plant and vehicles within road reserves.**

All appropriate clothing and equipment is to be provided by the contractor.

4.3 PLANT, VEHICLES AND EQUIPMENT

The Contractor is to provide, operate and maintain the plant, vehicles and equipment necessary for the proper performance of the required services.

All plant, vehicles and equipment used in the Contract services shall be maintained in good working order and clean condition to the satisfaction of the Principal.

The Contractor shall ensure that all vehicles and plant operated whilst undertaking this contract are maintained in roadworthy condition and carry the required licensing and registration as required under the Road Traffic Act at all times.

All plant items and vehicles are to conform to AS1742.3 – 1996 (Manual of uniform Traffic Control Devices) in terms of vehicle mounted warning devices.

The operation of all vehicles, plant and equipment shall be such that it does not cause undue noise, and that minimises atmospheric pollution.

All plant and equipment must be operated with all guards and safety devices in place at all times and with no exception.

The Contractor must ensure that no vehicle is overloaded by carrying or towing loads beyond legal capacity.

Any vehicle plant or item of equipment, which, in the opinion of the Principal, is substandard in regards to the above, shall be required to be promptly removed from the maintenance area.

In all regards, the requirements of the Department of Environment and Water Catchment Protection shall be met.

The Contractor shall ensure that all vehicles, plant and equipment shall not be driven at speeds in excess

of those displayed.

All drivers and operators of plant and equipment must have appropriate, current Western Australian or National Vehicle Drivers Licenses.

The Contractor shall ensure that hazard identification, risk assessment and risk control processes have been carried out and documented in relation to all plant and equipment.

4.4 QUALITY CONTROL

The Principal shall conduct regular inspections to audit works carried out. The contractor shall be responsible for ensuring the following outcomes:

- The work practices allocated to the service delivery will ensure conformance to the specification.
- Resources allocated to the service delivery will enable the specified outcomes.
- That work is carried out within the specified time constraints.

4.5 DESCRIPTION OF THE WORKS

The works are described in sections 2.1.1, 2.6 and 2.7 within the Specification.

4.6 COPIES OF DOCUMENTS

Where the Contractor requires copies of the documents in addition to its entitlements to one (1), such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

4.7 ENVIRONMENTAL PROTECTION

4.7.1 SITE CONTROL

The Contractor shall, at all times:

1. Comply with the regulations and restrictions imposed by the Principal's Representative relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
2. Comply with all statutes, regulations and bylaws relating to the protection of the environment;
3. Obtain written approval from the Principal's Representative for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
4. Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Principal's Representative;
5. Ensure that no fire shall be lit without the written approval of the Principal's Representative; and
6. Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Principal's Representative.

4.7.2 SOIL EROSION

The contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

4.7.3 DUST, DIRT, WATER AND FUMES

The contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

4.7.4 VEHICLES

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

4.7.5 REFUSE DISPOSAL

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements

of relevant statutes and to the approval of the Principal's Representative.

4.7.6 SMOKING ON CONSTRUCTION SITES

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following Smoking Policy;

In respect of construction Sites, smoking is prohibited:

- in Site Offices, lunchrooms or enclosed toilet facilities; and
- inside existing premises that are designated as "no smoking" areas.

4.8 CONTRACTOR'S REPRESENTATIVE

The Contractor's Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

4.9 EXISTING IMPROVEMENTS

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition

4.10 MATERIALS, LABOUR AND CONSTRUCTIONAL PLAN

4.10.1 WORKMEN'S AMENITIES

Given the short duration of the scheduled works, there will be no requirement for Administration or workmen's amenities to be set up onsite. However, the Contractor reserves the right to provide workmen's amenities, including portable toilet, etc as required.

4.11 MATERIALS AND WORK

4.11.1 REGULATIONS

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Principal's Representatives, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Principal's Representative with another copy kept on Site by the Contractor.

4.11.2 CHEMICAL INFORMATION

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

4.11.3 INDUCTION TRAINING

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not

commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

4.11.4 PRE-JOB PLANNING

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Principal's Representative a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

4.11.5 SITE AND PUBLIC SECURITY

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

4.12 MATERIALS TO BE SUPPLIED BY THE PRINCIPAL

The materials to be supplied by the Principal will be as listed in section 2.1.6 within the specification.

4.13 WORKING HOURS

The working hour's onsite will be as provided in section 2.1.8 within the specification.

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works.

4.14 GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

1. "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
2. "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
3. "Supply" and "taxable supply" have the same meanings as in the GST Act.
4. Where the Requirement's, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

5 TENDERER'S OFFER

5.1 FORM OF TENDER

The Chief Executive Officer
Shire of Nungarin
Railway Ave, NUNGARIN WA 6490

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

Of: _____
(REGISTERED STREET ADDRESS)

ABN: _____ ACN (if any): _____

Telephone No: _____ Facsimile No: _____

E-mail Address: _____

In response to Request for Tender (RFT) No 2024/25-01 – APPLICATION OF ASPHALT WEAR COURSE TO DANBERRIN RD IN THE 2024/25 YR:

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 20_____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

5.2 SELECTION CRITERIA

1.2.1 COMPLIANCE CRITERIA

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria		
a)	<p>Tenderer Profile</p> <p>Tenderers must address the following information in an attachment and label it “Tenderer Profile”</p> <p>Provide the Tenderers Australian Business Number (ABN) and Registered Entity Name.</p> <p>Provide details of the Tenderers person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address.</p> <p>Provide a minimum of two (2) project referees, including the name, position, telephone, email address and type of service provided. Describe the nature of the relationship and relevance to this Request.</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>
b)	<p>Tenderer’s Acknowledgement</p> <p>Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.</p>	Yes / No
c)	<p>Financial Position</p> <p>Tenderers must address the following information in an attachment and label it “Financial Position”</p> <p>Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details).</p> <p>Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details).</p>	<p>Yes / No</p> <p>Yes / No</p>
d)	<p>Specifications</p> <p>Compliance with the Specification contained in the Request.</p>	Yes / No
e)	<p>Alternative Tenders</p> <p>Tenderers must address the following information in an attachment and label it “Alternative Tenders”</p> <ol style="list-style-type: none"> 1.Tenderers are to provide their proposed alternative solution if applicable. 2.Tenderers are to provide their departures/exclusions from the proposed Conditions of Contract if any. (a separate attachment has been provided for this Criterion). 	<p>Yes / No</p> <p>Yes / No</p>
f)	<p>Addendums / Acknowledgement</p> <p>Tenderers must address the following information in an attachment and label it “Addendums / Acknowledgement”</p> <ol style="list-style-type: none"> 1.Tenderers are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum. 	Yes / No
g)	<p>Pricing</p> <p>Tenderers must address the following information in an attachment and label it “Pricing”</p>	Yes / No

1.2.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

1. All information relevant to your answers to each criterion are to be contained within your Tender;
2. Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
3. Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
4. Tenderers are to address each issue outlined within a qualitative criterion.

a) Relevant Experience Describe your experience in completing /supplying similar Requirements. Tenderers must, as a minimum, address the following information in an attachment and label it “Relevant Experience” : Provide details of similar work; <ol style="list-style-type: none"> a. Provide scope of the Tenderer’s involvement including details of outcomes; b. Demonstrate competency and proven track record of achieving outcomes on similar type and size of Project. As a minimum, Tenderers should provide a schedule of recently completed similar Projects in an attachment and label it “Relevant Experience” .	Weighting 40%	
	“Relevant Experience”	Tick if attached <input type="checkbox"/>
b) Tenderer’s Resources Tenderers should demonstrate their ability to supply and sustain the necessary: <ol style="list-style-type: none"> a. Plant, equipment and materials; b. Key Personnel and experience; and c. Any contingency measures or back up of resources including personnel (where applicable). As a minimum, Tenderers should provide a schedule of Key Personnel and Plant/Equipment in an attachment and label it “Tenderer’s Resources” .	Weighting 30%	
	“Tenderer’s Resources”	Tick if attached <input type="checkbox"/>
c) Current Commitment Schedule Tenderers should provide detail on their current commitment schedule to demonstrate they are able to fit the specified works into their Works Schedule. As a minimum, Tenderers should provide a current commitment schedule in an attachment and label it “Current Commitment Schedule” .	Weighting 30%	
	“Current Commitment Schedule”	Tick if attached <input type="checkbox"/>

5.3 PRICE INFORMATION

Tenderers must complete the Form of Tender in section 5.1 and the relevant following Price Schedule/s below for the part/s of this Request for Tender that they are interested in providing a Tender submission for. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

5.3.1 PRICE SCHEDULE FOR APPLICATION OF ASPHALT WEAR COURSE TO DANBERRIN RD IN THE 2024/25 YR

The Tenderer shall provide on the Price Schedule below the Scheduled Cost Rates and Total Lump Sum Cost to complete the application of the Asphalt Wear Course on Danberrin Rd for the 2024/25 Yr within the Shire of Nungarin, excluding any applicable Goods and Services Tax (GST).

Item No	Schedule of Rates Item	Estimated Qty & Unit	Tendered Cost Rate (Excl. GST)	Unit	Total Cost (Excl GST)
<u>Requested Cost Rates for Asphalt Wear Course Treatments</u>					
1.	Rate to supply Plant, Labour and Materials to apply Asphalt Wear Course to Bitumen Surfacing on project site. Mobilisation #1 – One (1) Project on Danberrin Rd from SLK 0.035 to 1.470 – in mid December 2024 (30 Thick x 10mm Dense Grade Asphalt).	15,923 m2		\$/m2 (Excl. GST)	
2.	Optional Rate to supply and lay Corrector 10mm Dense Grade Asphalt to localised low spots in pavement as designated by the Principal's Representative (only if required).	25 Tonnes		\$/T (Excl. GST)	
Total Lump Sum Cost for All Scheduled Items (Excl GST)					
Note that all mobilisation, demobilisation, accommodation and messing costs are to be included in the scheduled cost rates listed above.					

Name of Tenderer: _____ Address: _____

Name of Authorised Officer: _____

Signature of Authorised Officer: _____ Date: _____

6 CONTRACTOR'S OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM QUESTIONNAIRE

This questionnaire forms part of the Principal's Tender evaluation process and is to be completed by tenderers and submitted with their Tenders and labelled as "**Contractor's Safety & Health Questionnaire**". The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

OSH Policy and Management	Yes	No
Is there a written company Health and Safety Policy?	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have an OSH Management System?	<input type="checkbox"/>	<input type="checkbox"/>

Safe Workplace Practices and Procedures	Yes	No
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations?	<input type="checkbox"/>	<input type="checkbox"/>
Are safe operating procedures or specific safety instructions issued to employees?	<input type="checkbox"/>	<input type="checkbox"/>
Are there procedures for storing and handling hazardous substances?	<input type="checkbox"/>	<input type="checkbox"/>