



TOWN OF
VICTORIA PARK

Request for Tender (RFT)	Preparation of Albany Highway Precinct Structure Plan
Deadline	2:00pm (AWST) Tuesday 09 March 2021
Address for Delivery	https://portal.tenderlink.com/vicpark/ Facsimile, Mail, Electronic Mailed and Hand Delivered Tenders <u>WILL NOT</u> be Accepted
RFT Number	TVP/21/02

Please ensure that you quote the Tender number on all correspondence relating to this tender.

Submissions are to be received by the closing time and date.
Late Tenders will not be accepted. No facsimile or e-mail Tenders will be accepted.



TABLE OF CONTENTS

1	CONDITIONS OF TENDERING	4
1.1	DEFINITIONS	4
1.2	TENDER DOCUMENTS	5
1.3	HOW TO PREPARE YOUR TENDER	5
1.4	CONTACT PERSONS	5
1.5	TENDER BRIEFING/SITE INSPECTION	6
1.6	LODGEMENT OF TENDERS AND DELIVERY METHOD	6
1.7	REJECTION OF TENDERS	6
1.8	LATE TENDERS	6
1.9	ACCEPTANCE OF TENDER	7
1.10	DISCLOSURE OF CONTRACT INFORMATION	7
1.11	TENDER VALIDITY PERIOD	7
1.12	PRECEDENCE OF DOCUMENTS	7
1.13	ALTERNATIVE TENDERS	7
1.14	TENDERERS TO INFORM THEMSELVES	7
1.15	ALTERATIONS	8
1.16	RISK ASSESSMENT	8
1.17	EVALUATION PROCESS	8
1.18	SELECTION CRITERIA	9
1.19	PRICE BASIS	9
1.20	OWNERSHIP OF TENDERS	9
1.21	CANVASSING OF OFFICIALS	10
1.22	IDENTITY OF THE TENDERER	10
1.23	COSTS OF TENDERING	10
1.24	LODGEMENT OF A TENDER BY THE PRINCIPAL	10
1.25	REGISTRATION OR LICENSING OF CONTRACTORS	10
1.26	EXTENSION OF TIME	11
1.27	CONFIDENTIAL INFORMATION	11
1.28	PUBLICITY	11
2	SPECIFICATION	12
2.1	BACKGROUND AND STRATEGIC CONTEXT	12
2.2	DRAFT LOCAL PLANNING STRATEGY	12
2.3	INFORMING STRATEGIES AND PROJECTS	13
2.4	SCOPE OF WORK	13
2.5	TIMESCALES	25
3	GENERAL AND SPECIAL CONDITIONS OF CONTRACT	27
3.1	GENERAL CONDITIONS OF CONTRACT	27
3.2	PERIOD OF CONTRACT AND TERMINATION	27
3.3	DEFINITIONS AND INTERPRETATION	27
3.4	CONSULTANT TO PERFORM SERVICES	29
3.5	CLIENT TO PAY	29
3.6	STANDARD OF CARE	29
3.7	SCOPE	29
3.8	CLIENT'S REPRESENTATIVE AND CONSULTANT'S REPRESENTATIVE	30
3.9	INFORMATION	30
3.10	DIRECTIONS	30
3.11	VARIATIONS	30
3.12	PAYMENT	31
3.13	GST 32	
3.14	TIME 32	
3.15	LAW AND APPROVALS	32
3.16	CONSULTATION AND MEETINGS	33
3.17	REVIEW AND ACCEPTANCE	33
3.18	ADVERSE EVENT	33
3.19	COOPERATION WITH OTHERS	33
3.20	KEY PERSONNEL	33
3.21	CONFLICT OF INTEREST	33
3.22	SUBCONTRACTING AND ASSIGNMENT	34

3.23	COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS	34
3.24	MORAL RIGHTS*	35
3.25	CONFIDENTIALITY	35
3.26	SUSPENSION BY THE CLIENT	35
3.27	SUSPENSION BY THE CONSULTANT	36
3.28	TERMINATION WITHOUT CAUSE	36
3.29	TERMINATION DUE TO DEFAULT BY EITHER PARTY	36
3.30	INDEMNITY	37
3.31	LIMITATION OF LIABILITY	37
3.32	INSURANCE	38
3.33	INSOLVENCY	38
3.34	DISPUTE RESOLUTION	39
3.35	SERVICE OF NOTICES	40
3.36	SURVIVAL OF TERMINATION	40
3.37	GOVERNING LAW	40
3.38	STANDARD FORM NATURE OF CONTRACT	40
3.39	PARTICULARS OF CONTRACT	41
3.40	SPECIAL CONDITIONS OF CONTRACT	44
4	TENDERER'S OFFER	46
4.1	FORM OF TENDER	46
4.2	COMPLIANCE CRITERIA	47
4.3	QUALITATIVE CRITERIA	50
□	50	
4.4	PRICE SCHEDULE	51

1 CONDITIONS OF TENDERING

The Town of Victoria Park invites suitably qualified organisations to submit tenders, via this procurement process for preparation of Albany Highway Precinct Structure Plan, the statutory advertising and assessment process through to final approval stage, including the completion of any required modifications to reach its final approved/endorsement form.

A full statement of the Requirements required under the proposed contract appears in the Specification Part 2.

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 assignments of such person or persons, corporation or corporations.
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 nominated in Part 3 and incorporated in a Contract in accordance with the Offer.
Offer:	Your offer to supply the Requirements.
Principal:	Town of Victoria Park or the Town represented by the Contract Manager or his/her representative.
Request or RFT or Request for Tender:	This document.
Requirements:	All requirements as mentioned in this Request.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms (if applicable).
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tenderlink:	Means the web-based portal to be used for downloading Tender documents, raising queries in the online forum during the Tender Open Period and lodgement of Tenders. This medium operates through the website https://www.tenderlink.com/vicpark/

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

Part 1 – Conditions for 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– Tenderer's Offer (Form of Tender) (***complete and return this part***).

Separate Documents:

The following documents will be integral part of this Request for Tender:

- i) Addenda and any other special correspondence issued to Tenderers by the Principal.
- ii) Any other policy or document referred to but not attached to the Request.

1.3 HOW TO PREPARE YOUR TENDER

During preparation of tender documents, tenderers should:

- i) Carefully read all parts of this document;
- ii) Ensure you understand the Requirements;
- iii) Complete and return the filled-in Form of Tender (Part 5) in all respects; and,
- iv) Make sure that the Form of Tender is signed-off by the authorised Tenderer's representative and have responded to all Criteria.
- v) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- vi) Lodge your Tender before the Deadline.

1.4 CONTACT PERSONS

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

Contractual Enquiries		Technical/Scope Enquiries	
Name	Sumita DSilva	Name	Jess Gannaway
Position	Senior Procurement Officer	Position	Place Leader
Telephone	(08) 9311 8111	Telephone	(08) 9311 8111
Email	admin@vicpark.wa.gov.au	Email	admin@vicpark.wa.gov.au

Any requests for information or clarification must be made in writing, preferably through the Tender forum at <https://portal.tenderlink.com.au/vicpark/> and may become an Addendum to this Request.

No requests for information or clarification to the Tender Documents will be accepted later than three (3) working days prior to the deadline for this request.

1.5 TENDER BRIEFING/SITE INSPECTION

None.

1.6 LODGEMENT OF TENDERS AND DELIVERY METHOD

The tender must be lodged latest by the Deadline. The Deadline for this request is stated on the cover page of this RFT.

Submissions are to be lodged electronically by utilising the Tenderlink E-Tendering website: <https://portal.tenderlink.com/vicpark/>

Electronic mail Tenders and Tenders submitted by Facsimile will not be accepted.

Tenderers must ensure that all electronic submission files are clearly named with the:

1. Principal's Tender Number (i.e. TVP/21/02); and
2. Tenderer's Name

The Principal's preferred format for the main submission (i.e. other than the Price Schedule) is a single (1) PDF file readable by Adobe Acrobat (PDF) or Microsoft Office – 2003, 2007 and 2010 applications.

Any brochures, pamphlets or other supporting documentation shall be included either in the same file or a separate file. If in a separate file; such documentation shall be fully cross referenced to the appropriate section of the submission.

All pages shall be numbered consecutively, and the Tender shall include an index.

Where Tenderers lodge more than one (1) submission for an RFT, the RFT documents and electronic files shall be clearly labelled and named to identify whether the submission:

- Supersedes a previously lodged Tender;
- Is an Alternative; or
- Is additional to a previously lodged Tender.

1.7 REJECTION OF TENDERS

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

- i) it is not submitted before the Deadline; or
- ii) it is not submitted at the place specified in the Request; or
- iii) it may be rejected if it fails to comply with any other requirements of the Request.

1.8 LATE TENDERS

Tenders received:

- i) after the Deadline; or
- ii) in a place other than that stipulated in this Request;
will not be accepted for evaluation.

1.9 ACCEPTANCE OF TENDER

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.10 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 advising that no Tender was accepted.

1.11 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.

1.12 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.

1.13 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 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.

1.14 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- i) examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;
- ii) 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;
- iii) satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall 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;

- iv) acknowledged that the Principal may enter into negotiations with Tenderer(s) and that negotiations are to be carried out in good faith; and
- v) satisfied themselves they have a full set of the Request documents and all relevant attachments.

Failure by the Tenderer to have done all or any of the foregoing shall not relieve the successful Tenderer of its obligations to perform the proposed Contract in accordance with the terms of the proposed Contract.

1.15 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.

1.16 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- i) any risk assessment undertaken by any credit rating agency;
- ii) any financial analytical assessment undertaken by any agency; and
- iii) any information produced by the Bank, financial institution, or accountant of a Tenderer;

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 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.

1.17 EVALUATION PROCESS

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

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

- i) 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.

- ii) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- iii) 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.

No legal, or other obligation, will arise, unless and until a formal Contract is signed by both successful Tenderer as well as by the Principal.

1.18 SELECTION CRITERIA

The Contract may be awarded to a sole or panel of Tenderer(s) 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 below to determine the most advantageous outcome to the Principal.

The Town 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.

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.

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.

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. The extent to which a Tender demonstrates 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.

1.19 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).

1.20 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 this

procurement process provided that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.21 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 will omit the Tenderer from consideration.

1.22 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Offer by Tenderer in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer shall become the Contractor.

1.23 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.

1.23.1 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.

Only the names of the persons who submitted a 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 as soon as practicable after the Deadline at the Principal's office.

1.24 LODGEMENT OF A TENDER BY THE PRINCIPAL

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

1.25 REGISTRATION OR LICENSING OF CONTRACTORS

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Tenderer shall state on the Tender Form, its registration or license number.

The Tender may not be considered if the Tenderer fails to provide such registration or license number.

1.26 EXTENSION OF TIME

If an extension of time to lodge a tender is granted, the extension shall apply to all Tenderers who will be advised of the new closing time and date. Tenders lodged within the original time shall be retained unopened or returned on request.

The Principal, in its absolute discretion, may grant or refuse any application for an extension of time.

1.27 CONFIDENTIAL INFORMATION

The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after completion or earlier termination of the Contract. If so required by the Contractor, the Principal shall ensure that the Principal's Representative also enters into such an agreement.

1.28 PUBLICITY

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

2 SPECIFICATION

The Town of Victoria Parking is seeking to prepare a Precinct Structure Plan for the proposed Albany Highway Secondary Activity Centre in accordance with State Planning Policy 7.2 Precinct Design (SPP 7.2) and the Planning and Development (Local Planning Schemes) Regulations 2015 (as amended).

The Precinct Structure Plan will provide the guiding framework (strategic vision and statutory framework) for the planning and development of the study area by taking a holistic, long term approach that can be updated over time in response to contemporary issues and community aspirations. The Precinct Structure Plan will guide movement and access, land use and built form within the Albany Highway Activity Centre, informing changes to the local planning framework to facilitate private development, as well as setting out the recommended servicing, infrastructure and public realm design requirements and their implementation that will be necessary to realise the vision and objectives for the activity centre.

The completion of Precinct Structure Planning for Albany Highway will serve as a major catalyst for development and inform potentially significant and far-reaching changes to the Town's existing local planning framework. The Town is now seeking a highly experienced and capable consultant to prepare a Precinct Structure Plan for the proposed Albany Highway Secondary Centre as per the scope of works in section 2.4.

2.1 BACKGROUND AND STRATEGIC CONTEXT

The review and update of the Town of Victoria Park local planning framework as it relates to the Albany Highway activity centre is a strategically significant project, identified as a key action within the Town's Corporate Business Plan. In addressing this action the Town has identified that the anticipated uplift in development potential enabled through a significant amendment to the Town of Victoria Park Town Planning Scheme No. 1 (TPS1) is unlikely to be supported in the absence of addressing the requirement for Precinct Structure Planning in accordance with recently gazetted SPP 7.2. SPP 7.2 requires that a Precinct Structure Plan(s) be approved by the Western Australian Planning Commission (WAPC) prior to significant changes being made to a local planning scheme where they are likely to result in significant and/or complex outcomes to an existing activity centre.

SPP 7.2, along with associated amendments to the Planning and Development (Local Planning Schemes) Regulations 2015 (the Regulations), amends and consolidates the former structure planning framework through the replacement of Activity Centre Plans with Precinct Structure Plans. These are used to guide the future development, built form provisions and land use controls applicable to development within activity centres within local government local planning schemes.

2.2 DRAFT LOCAL PLANNING STRATEGY

The Town has significantly progressed the update of its local strategic planning framework through the preparation of a Draft Local Planning Strategy (Draft LPS) which will inform preparation of a new local planning scheme. The Draft LPS is informed by the revised Activity Centres Strategy (December 2017) which seeks to alter the existing designation of the Albany Highway activity corridor under existing State Planning Policy 4.2 Activity Centres (SPP 4.2) from two activity centres (Victoria Park Secondary Centre and the East Victoria Park District Centre) to a single Secondary Centre.

This reclassification is a key action of the Draft LPS, which also identifies Albany Highway as a 'Precinct Planning Area' to be the subject of Precinct Structure Planning in accordance with SPP 7.2.

2.3 INFORMING STRATEGIES AND PROJECTS

This project will be informed by the strategies, recommendations and prior engagement undertaken as part of the following strategic plans and projects:

- Strategic Community Plan (review currently in progress)
- Draft Local Planning Strategy
- Precinct Masterplan for the Macmillan Precinct (currently in progress);
- Town of Victoria Park Activity Centres Strategy;
- Place Plans for Victoria Park, East Victoria Park and St James;
- Albany Highway Built Form Study (un-progressed)
- Public Open Space Strategy;
- Old Spaces New Places programme
- Archer Street and Mint Street - Streetscape Improvement Plan
- Draft Environmental Plan 2020-2025
- Climate Emergency Plan (currently in progress)
- Restart Vic Park COVID-19 Response Strategy
- Integrated Movement Network Strategy (review commencing in early 2021);
- Streets Ahead Action Plan (prepared by the Vic Park Collective)
- City of South Perth & Town of Victoria Park Joint Bike Plan
- Edward Millen Redevelopment (currently in progress)
- Future Organisational Needs Project (currently in progress)

2.4 SCOPE OF WORK

2.4.1 Overview

The project is to prepare an Activity Centre Precinct Structure Plan(s) for the study area in accordance with SPP 7.2 and the SPP 7.2 Precinct Design Guidelines, drawing also on the WAPC's SPP 7.2 'Precinct Plan Manner and Form' interim guidance document. The scope of the project includes initial preparation of the Precinct Structure Plan, the statutory advertising and assessment process through to final approval stage, including the completion of any required modifications to reach its final approved/endorsement form.

The project also includes the preparation of associated outputs to deliver the final vision and design encompassed within the Precinct Structure Plan by the Town. These include the review and consolidation of the local planning framework as it applies to Albany Highway (i.e. LPS provisions and/or new/revised local planning policies) as well as public realm design guidelines to guide the design and staged delivery of future public realm improvements to achieve the desired character and vision for Albany Highway and its public realm connections to its servicing train stations.

In accordance with SPP 7.2, as the study area is an Activity Centre, the requirements of SPP 4.2 and Schedule 2, Part 4 of the Regulations (as amended) must also be addressed. In addressing these requirements the project assumes that the recently released Draft SPP 4.2 and Draft SPP 4.2 Implementation Guidelines will be adopted and gazetted in a manner substantially consistent with the draft documents publicly available at the time of release of this tender.

The Precinct Structure Planning process will be heavily driven by community visioning and engagement activities and the successful Contractor will be required to

have a team capable of delivering a robust community engagement approach throughout all stages of the project.

Tenderers are invited to propose a methodology which seeks to maximise efficiencies, demonstrate value for money and reduce the risk of significant or major unforeseen changes. This is expected to involve planned and regular engagement with DPLH officers and project control group members from project outset and throughout all stages of the project.

2.4.2 Study Area and Precinct Boundary Definition

The study area for the project includes the full length of the Albany Highway activity corridor running through the Town of Victoria Park, which is proposed for designation as a Secondary Centre under SPP 4.2 by the Town's Draft LPS (refer to map below). This has largely determined the external boundaries of the Precinct Structure Plan area, however the spatial area covered by the plan must also include the existing public realm connections between the train stations and core commercial nodes (town centres) along Albany Highway, namely the:

- Duncan Street connection between the Victoria Park Town Centre and the Victoria Park Train Station;
- Mint Street connection between the East Victoria Park Town Centre and the Carlisle Train Station (acknowledging the already completed work undertaken as part of the Archer Street and Mint Street - Streetscape Improvement Plan); and
- Oats Street connection between the St James Town Centre and Oats Street Train Station.

Initial scoping of the project anticipates the preparation of up to three (3) Precinct Structure Plans, or a single Precinct Structure Plan (with sub-precincts). The purpose of this approach is to recognise the existing core commercial nodes of Victoria Park, East Victoria Park and St James as well as the Town's place-based approach. This is encapsulated within the Town's adopted Place Plans for these centres and their surrounding neighbourhoods, which seeks to recognise and build upon their unique local characters and identities.

Notwithstanding, it is understood that boundary definition is an iterative process and may conclude that a single (rather than three individual Precinct Structure Plans) are appropriate, provided the conservation and celebration of local character and identity remains a critical component, as informed by the community engagement to be undertaken for the project, as well as prior community and Town-led strategic projects, in particular the Streets Ahead Action Plan.

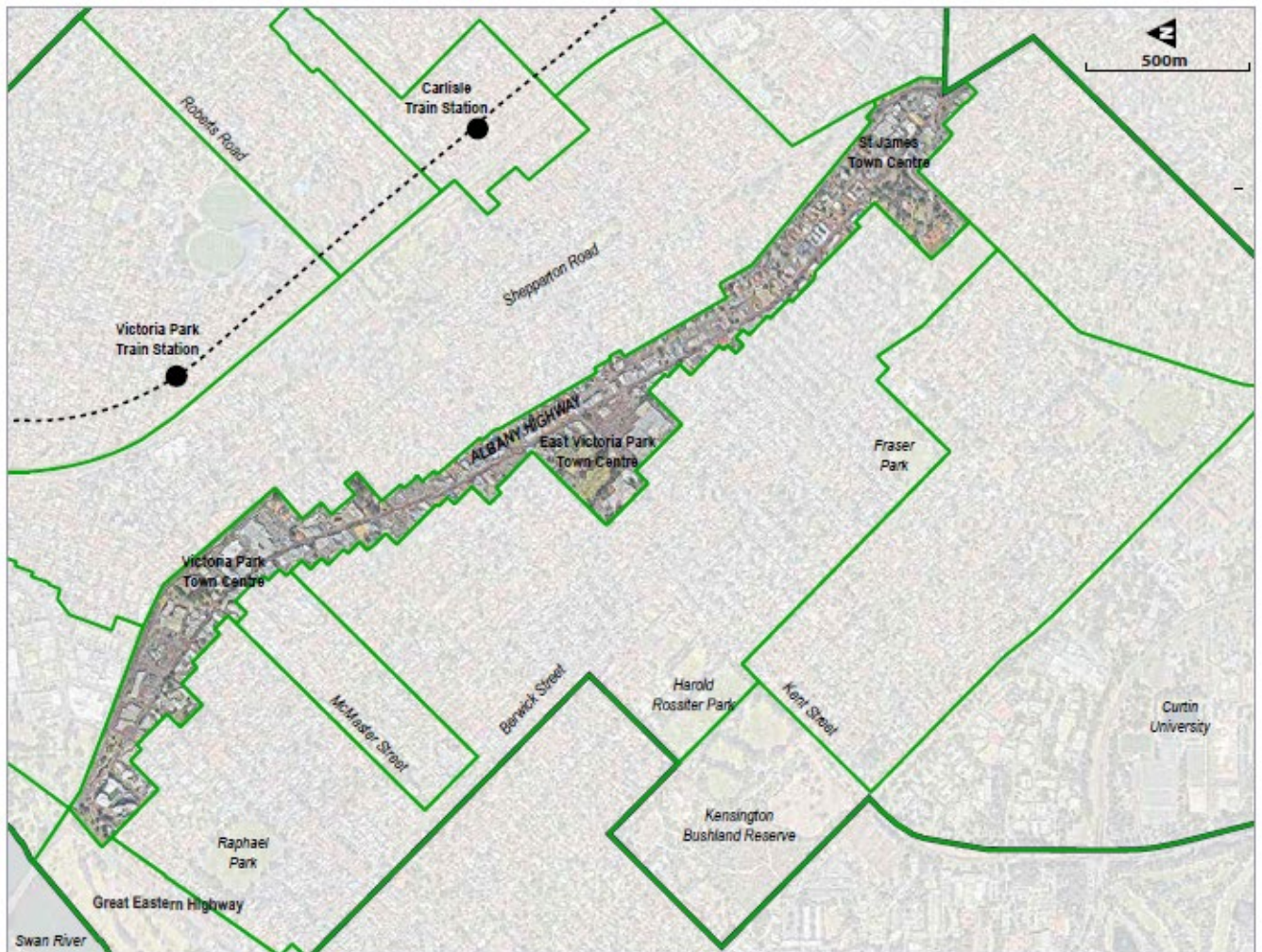


Figure 17 – Albany Highway LPS Precinct

2.4.3 Staging and Project Delivery Requirements

The project is proposed to be delivered in three stages, as follows:

- Stage 1 – Context Analysis and Precinct Visioning
- Stage 2 – Draft Precinct Structure Plan Preparation
- Stage 3 – Endorsement of Precinct Structure Plan and Associated Outputs

Progression to Stages 2 and 3 is subject to Council Adoption of the prior stage's outputs and Council Approval to proceed to the following stage of the project. The proposed outline and scope of each stage is detailed in the tables below:

Stage 1 – Context Analysis and Precinct Visioning	
Purpose	<p>Context Analysis and Precinct(s) Boundary Definition (1A)</p> <p>The purpose of this component is to undertake a Context Analysis for the precinct(s), which will be used to provide the justification behind key decisions during subsequent stages. It will also inform determination of the boundary of the precinct (to be based primarily on the Draft LPS) and be drawn on during the community engagement process to facilitate understanding of relevant strategic and local context to allow community and other stakeholders to identify concerns, risks, opportunities, options and potential solutions that surround particular issues or plans.</p> <p>Precinct Visioning (1B)</p> <p>Concurrently, this stage will establish an agreed vision for the precinct and/or the significant sub-precincts that comprise the whole of the study area, along with underpinning principles to support the vision(s). Development of the precinct structure plan concepts and final Precinct Structure Plan in Stages 2 and 3 will be framed by the agreed vision(s) and underpinning principles. They must be specific to the precinct(s) being designed and have a strong linkage to place as expressed in the Context Analysis, community engagement and strategic objectives contained in the informing projects and strategies listed under section 1.1. The visioning process will include identification and exploration of ‘Must/Should/Could/Won’t Haves’ for the precinct(s) during the community engagement process for this stage.</p>
Minimum Requirements (these are the minimum requirements that need to be achieved in the stage and additional items will be considered as part of the Tenderer’s submission under Demonstrated Understanding)	<ul style="list-style-type: none"> • Context Analysis Report fulfilling the requirements of the SPP 7.2 Precinct Design Guidelines, as relevant to the Precinct, addressing the Physical Context, Community Context, and Governance Context (refer Appendix A1 of the SPP 7.2 Precinct Design Guidelines). <ul style="list-style-type: none"> ○ This analysis will include a Place Assessment component involving detailed mapping and analysis of current land use, built form, character and landscaping, with provision made for digital three dimensional modelling (subject to detailed costing negotiation with the Town). • Precinct Boundary Definition Plan(s) that has been informed by the Vision(s) and Principles developed during community engagement during this stage and refined during the course of the Context Analysis, and its conversion to (and testing of) Key Influences. The Plan(s) and/or supporting content within the Context Analysis Report will clearly demonstrate the way in which the boundaries of the Precinct have been defined and the reasons why the proposed boundaries are suitable (refer Appendix A2 of the SPP 7.2 Precinct Design Guidelines). • Preparation of a Stage 1 Engagement Strategy for the approval of the Town’s project team, demonstrating the approach and methodology for delivering the Engagement

	<p>Approach activities and outcomes (refer to Engagement Approach). The strategy will be prepared at the outset of this stage and allow for contingency to adapt and change over time depending on the nature and complexity of issues that arise.</p> <ul style="list-style-type: none"> • Delivery of the Stage 1 Engagement Approach activities and outcomes, including: <ul style="list-style-type: none"> ○ Stakeholder Meetings (refer to Engagement Approach); ○ Broad Town Engagement (refer to Engagement Approach); ○ Establishment of the Vision(s) and Supporting Principles for the Precinct(s) ○ Establishment of the ‘Must/Should/Could/Won’t Haves’ for the Precinct, with a focus on future, long term outcomes; ○ Preparation of Workshop Materials; ○ Operation of workshops and stakeholder meetings; ○ Formation of one or more Community Reference Groups for Stage 2 (Town to undertake EOI and provide full list for consultant to select based on a demographic profile); ○ Preparation of engagement outcomes summary documents (maximum 3 pages) for the Town to upload to Your Thoughts on a regular basis. These will provide continuous progress updates and a record of prior engagement activity outcomes throughout the project stage (the timing/milestone points for the engagement summaries are to be outlined within the Stage 1 Engagement Strategy). • Stage 1 Engagement Summary and Precinct Visioning Report, that: <ul style="list-style-type: none"> ○ Provides a summary of the Stage 1 engagement approach/methodology and the outcomes/findings of all engagement activities; ○ Outlines the iterative manner in which the Context Analysis, Precinct boundaries and Vision/Principles have been informed and developed in conjunction with the engagement activities and their outcomes; ○ Sets out the agreed Vision(s) and Supporting Principles for the Precinct to be the subject of the Precinct Structure Plan(s) to be developed as part of Stages 2 and 3 of this project; and ○ Includes an abridged version of the report (highlight/summary report).
<p>Engagement Approach</p>	<p>The engagement approach for all stages of the project will ensure the minimum standards and statutory requirements outlined within the Regulations are met or exceeded, and for these to be supplemented with use of appropriate methods and techniques from the International Association of Public Participation (IAP2) guide that are relevant to the complexity</p>

	<p>and scale of the Precinct(s). Tenderers are invited to propose an engagement methodology and schedule of activities they believe will address the above and intent of the SPP 7.2 Design Guidelines.</p> <p>It is anticipated that this may include:</p> <ul style="list-style-type: none"> • Key stakeholder meetings; • A series of community stakeholder workshops conducted across Town facilities corresponding to particular town centres or sub-precincts. • Broad community online engagement (with consultant to recommend appropriate tools as part of methodology) • Listening posts; <ul style="list-style-type: none"> • Victoria Park Central Shopping Centre • Leisurelife (at café); • Library; and • Hawaiian shopping centre, East Victoria Park <p>There may also be opportunities to integrate one or more Stage 1 engagement activities with those being conducted as part of the review of the Town's Strategic Community Plan in early to mid-2021. The successful contractor will engage early with the Town to refine the engagement approach to identify such opportunities.</p>
Town to Provide	<ul style="list-style-type: none"> • Informing Town Plans, Strategies, Reports required to be captured as part of the Context Analysis; • List and contact details for recommended Stakeholders; • Use of Your Thoughts engagement software (Town to manage software content upload and extraction of data); • Use of Town Communication Channels (Town to manage software content upload and extraction of data); • Assistance in provision of information for the design and preparation of engagement materials • Design and preparation of graphics and communications materials delivered through Town channels (with input from consultant) • Assistance with operation of engagement activities (contractor responsible to facilitate/coordinate); • List of community members who responded to the Community Reference Group EOI; • Outline of proposed demographic profiles required for Community Reference Group.
Output/s	<ul style="list-style-type: none"> • Context Analysis and Precinct Boundary Definition Report • Precinct Boundary Definition Plan(s) • Engagement progress and outcome summary documents • Stage 1 Engagement Summary and Precinct Visioning

	Report (including highlight/summary report)
Tender Submission Price Guide	<p>Provide a lump sum price for the full scope of Stage 1. This price is not subject to Council Adoption of a previous stage.</p> <p>Provide an agreed set of hourly rates for variations or additional work that may be requested as part of this Project stage, which will form part of this tender.</p>

Stage 2 – Draft Precinct Structure Plan Preparation	
Purpose	<p>This stage will build upon the outputs from Stage 1 and seek to articulate the agreed Vision(s) and Supporting Principles for the Precinct(s) through the development of options/design concepts for the Precinct, including the upgrade/treatment of Albany Highway and the public realm connections between the Precinct and its servicing train stations.</p> <p>These will be developed and tested through robust community engagement and be accompanied by concept level financial/feasibility analysis (high level order of magnitude costs) and visualisations, and will conclude with selection of a preferred option and preparation of a Draft Precinct Structure Plan(s) for the Precinct.</p> <p>The options/design concepts will be developed as part of a tailored, performance-based precinct design process, addressing (and being tested against) the following Design Elements from the SPP 7.2 Precinct Design Guidelines:</p> <ul style="list-style-type: none"> ○ Urban Ecology ○ Urban Structure ○ Public Realm ○ Movement ○ Land Use ○ Built Form <p>A major focus in the testing of the options will be based around comparison of land use/built form scenarios, their differing infrastructure servicing requirements (including car parking and high level traffic modelling), urban design outcomes and microclimate impacts (overshadowing, solar access, wind impact, etc.)</p> <p>The work completed in addressing the Design Elements will be further developed and expanded upon in the Draft Precinct Structure Plan documents prepared for the preferred option/design concept.</p> <p>Preparation of the Draft Precinct Structure Plan for the chosen option/design concept will include more detailed financial analysis, spatial analysis, land use planning and various other technical investigations as required to address the requirements of both SPP 7.2 and SPP 4.2.</p>

	<p>Tenderer’s submissions should attempt to demonstrate value for money and efficiency in the preparation and assembly of the relevant technical investigations and outputs required for the Draft Precinct Structure Plan documents, building on the analysis and outputs of Stage 1, as well as the strategic planning and technical analyses conducted in relation to the Town’s Draft LPS, Activities Centre Strategy, Place Plans, Macmillan Precinct Masterplan and other informing strategies, plans and projects.</p> <p>Robust community engagement and Design Review will play a critical role during concept development and preparation of the Draft Precinct Structure Plan for the recommended option/design concept.</p>
<p>Minimum Requirements (these are the minimum requirements that need to be achieved in the stage and additional items will be considered as part of the Tenderers submission under Demonstrated Understanding)</p>	<ul style="list-style-type: none"> • At least two (or more) design options derived from the Stage 1 outputs; • Two and three-dimensional dimensional digital visualisations of the recommended options (with ability to manipulate/explore the digital modelling and display/print views as desired); • Preparation of the Concept Report, including Concept-level Feasibility Analysis (high level order of magnitude costs) for each option; • Presentations of precinct design options to Town of Victoria Park Design Review Panel (refer to Engagement Approach) • Presentation of precinct design options to Elected Members Concept Forum (including recommended option); • Preparation of workshop materials; • Operation of workshops and meetings; • Engagement of Sub-consultants as and when required. • Delivery of the Stage 2 Engagement Approach activities and outcomes, including: <ul style="list-style-type: none"> ○ Stakeholder Meetings (refer to Engagement Approach); ○ Broad Town Engagement (refer to Engagement Approach); ○ Preparation of Workshop Materials; ○ Operation of workshops and stakeholder meetings; • Stage 2 Engagement Summary Report, that: <ul style="list-style-type: none"> ○ Provides a summary of the Stage 2 engagement approach/methodology and the outcomes/findings of all engagement activities; ○ Outlines the manner in which the engagement outcomes have contributed to development of the concept design options and selection of the recommended option as part of the Draft Precinct Structure Plan; ○ Includes an abridged version of the report

	<p>(highlight/summary report).</p> <ul style="list-style-type: none"> Preparation of Draft Precinct Structure Plan Report documents addressing the relevant requirements of SPP 7.2, SPP 4.2 and the Regulations.
Engagement Approach	<p>The engagement approach for all stages of the project will ensure the minimum standards and statutory requirements outlined within the Regulations are met or exceeded, and for these to be supplemented with use of appropriate methods and techniques from the International Association of Public Participation (IAP2) guide that are relevant to the complexity and scale of the Precinct(s). Tenderers are invited to propose an engagement methodology and schedule of activities they believe will address the above and intent of the SPP 7.2 Design Guidelines.</p> <p>It is anticipated that this may include:</p> <ul style="list-style-type: none"> Three workshops held with the Community Reference Group(s) Two workshops held with Internal Town Staff Broad community online engagement (with consultant to recommend appropriate tools as part of methodology) Listening posts; <ul style="list-style-type: none"> Victoria Park Central Shopping Centre Leisurelife (at café); Library; and Hawaiian shopping centre Review at a minimum of three Design Review Panel Meetings – initial concept development stage; refinement/review of options following community engagement outcomes; and selection of the recommended option for the Draft Precinct Structure Plan(s).
Town to Provide	<ul style="list-style-type: none"> Use of Your Thoughts engagement software (Town to manage software content upload and extraction of data); Use of Town Communication Channels (Town to manage software content upload and extraction of data); Assistance in provision of information for the design and preparation of engagement materials; Design and preparation of graphics and communications materials delivered through Town channels (with input from consultant); Assistance with operation of engagement activities (contractor responsible to facilitate/coordinate).
Output/s	<ul style="list-style-type: none"> Precinct Structure Planning Concept Report (minimum of two concept options/precinct development scenarios for the study area, high level feasibility analysis/magnitude of order of costs, comparison of key land use, built form, car parking and other development controls for each option, comparison of public realm connection upgrades/design

	<p>approaches)</p> <ul style="list-style-type: none"> • Stage 2 Engagement Findings and Summary Report, (including highlight/summary report) • Penultimate Draft Precinct Structure Plan and Draft Precinct Structure Plan Report addressing the relevant requirements of SPP 7.2, SPP 4.2 and the Regulations, for the Council endorsed Precinct option/design concept. This will be in a form acceptable for progression to statutory advertising and assessment by DPLH and WAPC during Stage 3.
Tender Submission Price Guide	<p>Progression is subject to Council Adoption of the Stage 1 outputs and Approval to proceed to Stage 2 of the project.</p> <p>Provide an estimated (conceptual level) lump sum price for the full scope of Stage 2. This will be refined and negotiated with the Town prior to Council Adoption of the Stage 1 outputs and will be subject to the Council's Approval to proceed to Stage 2 of the project.</p> <p>Provide an agreed set of hourly rates for any variations or additional work that may be requested as part of this Project stage, which will form part of this tender.</p>

Stage 3 – Endorsement of Precinct Structure Plan and Associated Outputs	
Purpose	<p>Stage 3 covers the statutory advertising and approval requirements to progress the Draft Precinct Structure Plan to its final endorsed form in accordance with the Regulations (as amended), building on the outputs of Stages 1 and 2. This stage will involve statutory advertising, submission, assessment, refinement and approval of the formal Precinct Structure Plan(s) documentation by Department of Planning, Lands and Heritage Officers and the Western Australian Planning Commission.</p> <p>During this stage, the Precinct Plan documents will also be further developed to include an implementation chapter, detailing the strategies for the realisation of the Precinct over time, including proposed staging and funding mechanisms, as well as supporting documentation to accompany submission of the Precinct Structure Plan documents to the DPLH for assessment and WAPC approval.</p> <p>Outputs associated with and/or arising from the implementation actions or recommendations of the Precinct Structure Plan will also be prepared for endorsement by the Town, including:</p> <ul style="list-style-type: none"> ○ Public realm design guidelines to guide the Town in its provision and staging of public realm infrastructure improvements to realise the vision, urban design, accessibility and movement outcomes for the Precinct, inclusive of its public realm connections to its three servicing train stations. ○ Local Planning Framework Review and Recommendations Report ○ New and/or revised Draft Local Planning Policies and/or

	<p>local planning scheme amendment documents (as relevant) in a form suitable for progression (i.e. public advertising) by the Town.</p>
<p>Minimum Requirements (these are the minimum requirements that need to be achieved in the stage and additional items will be considered as part of the Tenderers submission under Demonstrated Understanding)</p>	<ul style="list-style-type: none"> • Preparation of the final detailed Precinct Structure Plan(s) outputs addressing all relevant requirements of SPP 7.2, SPP 4.2 and the Regulations. • Review of Public Comments during Public Comment Period; • Preparation of a Submission Report from the Public Comment Period • Preparation of Information session and promotion materials; • Operation of Information session and Promotion opportunities; • Engagement of Sub-consultants as and when required. • Presentation of Precinct Structure Plan(s) to Town of Victoria Park Design Review Panel (refer to Engagement Approach) • Presentation of Precinct Structure Plan(s) to Elected Members Concept Forum • Preparation, refinement and presentation of public realm design guidelines, Local Planning Framework Review and Recommendations Report and new/revised local planning policy or scheme provisions to Elected Members Concept Forum • Contingency for one round of modifications and addressing and responding to submissions received during the statutory advertising period. Precinct Structure Plan documents f and potential readvertising, • Achievement of practical project completion as demonstrated by: <ul style="list-style-type: none"> ○ Final endorsement and WAPC approval of the Precinct Structure Plan; ○ Council Approval (for the purposes of adoption and/or acceptance) of the public realm design guidelines, Local Planning Framework Review and Recommendations Report and new/revised local planning policy(ies) or scheme provisions to be progressed by the Town’s administration following completion of the project. • Preparation of the staging and implementation measures and associated Precinct Structure Plan Outputs
<p>Engagement Approach</p>	<p>The engagement approach for all stages of the project will ensure the minimum standards and statutory requirements outlined within the Regulations are met or exceeded, and for these to be supplemented with use of appropriate methods and techniques from the International Association of Public Participation (IAP2) guide that are relevant to the complexity and scale of the Precinct(s). Tenderers are invited to propose an engagement methodology and schedule of activities they believe will address the above and intent of the SPP 7.2 Design Guidelines.</p> <p>It is anticipated that this may include:</p> <ul style="list-style-type: none"> • Information session with Q&As

	<ul style="list-style-type: none"> • Submission form <ul style="list-style-type: none"> • Online (with hard copy available upon request) • Promotion opportunities – pop ups <ul style="list-style-type: none"> • Victoria Park Central Shopping Centre • Leisurelife (at café) • Library • Hawaiian shopping centre • Statutory advertising requirements of the Regulations (to be delivered by the Town) but factored into design of the Stage 3 Engagement Approach. • Final review at one Design Review Panel Meeting to consider any further changes made as a result of submissions received during the statutory advertising period.
<p>Town to Provide</p>	<ul style="list-style-type: none"> • Use of Your Thoughts engagement software (Town to manage software content upload and extraction of data); • Use of Town Communication Channels (Town to manage software content upload and extraction of data); • Assistance in provision of information for the design and preparation of engagement materials; • Design and preparation of graphics and communications materials delivered through Town channels (with input from consultant); • Assistance with operation of engagement activities (contractor responsible to facilitate/coordinate). • Lead coordination and delivery of statutory advertising requirements of the Regulations (with input from consultant)
<p>Output/s</p>	<ol style="list-style-type: none"> 1. Final Precinct Structure Plan(s) and Precinct Structure Plan Report addressing the requirements of SPP 7.2 and SPP 4.2 (including recommended Implementation Actions/Requirements). This will include contingency to address requested changes and/or conditions imposed on approval of the Precinct Structure Plan(s) documentation by DPLH Officers or the WAPC. 2. Accompanying Precinct Structure Plan(s) Summary Assessment Report demonstrating satisfaction of the requirements of SPP 7.2 and SPP 4.2 3. Submissions Summary and Response Report (to accompany Precinct Structure Plan submission to DPLH/WAPC) responding to and addressing any submissions received during statutory advertising. 4. Public realm design guidelines 5. Local Planning Policies review and recommendations report 6. New and/or revised draft Local Planning Policy(ies) and Local Planning Scheme provisions (as necessary) to address the local planning framework recommendations of the Precinct

	Structure Plan(s).
Tender Submission Price Guide	<p>Progression is subject to Council Adoption of the Stage 2 outputs and Approval to proceed to Stage 3 of the project.</p> <p>Provide an estimated (conceptual level) lump sum price for the full scope of Stage 3. This will be refined and negotiated with the Town prior to Council Adoption of the Stage 2 outputs and will be subject to the Council's Approval to proceed to Stage 3 of the project.</p> <p>Provide an agreed set of hourly rates for any variations or additional work that may be requested as part of this Project stage, which will form part of this tender.</p>

2.5 TIMESCALES

The proposed project schedule has been outlined below to give an indication of timeframe for the purposes of this Tender. It is the responsibility of the Tenderer to review the proposed timeframe and provide a more detailed project schedule to meet their proposed submission. Tenderers can suggest alternative milestone and staging arrangements, however completion of the project (inclusive of any required adoption or endorsement processes) should attempt to achieve a project completion timeline within a maximum contract period of three years.

Step	Date
Tender Open	6 February 2021
Tender Submissions Closed	9 March 2021
Review & Evaluation Finalised	16 April 2021
Successful contractor appointed by Council resolution	18 May 2021 Ordinary Council Meeting
Stage 1 Commenced	19 May 2021
Delivery of Stage 1 Outputs (final form)	5 November 2021
Gateway approval to proceed to Stage 2 subject to Council resolution. This includes: <ul style="list-style-type: none"> - Stage 1 Outputs adopted by Council; and - Approval being granted to proceed to Stage 2, including refined scope, pricing and scheduling for Stage 2. 	14 December 2021 Ordinary Council Meeting
Stage 2 Commenced	15 December 2021
Delivery of Stage 2 Outputs, including penultimate Draft Precinct Structure Plan(s) in form ready for progression to statutory advertising and DPLH/WAPC approvals processes during Stage 3	30 April 2022
Gateway approval to proceed to Stage 3 subject to	15 June Ordinary

<p>Council resolution. This includes:</p> <ul style="list-style-type: none"> - Stage 2 Outputs adopted by Council; - Council granting consent to formally advertise the Draft Precinct Structure Plan(s) (as part of Stage 3); and - Approval being granted to proceed to Stage 3, including refined scope, pricing and scheduling for Stage 3 	Council Meeting
Stage 3 Commenced	16 June 2022
<p>Delivery of final Draft Precinct Structure Plan(s) documentation subject to assessment and approval by the WAPC, following completion of statutory advertising (Stage 3 Outputs 1-3)</p> <p>Note: Major modifications and readvertising may be necessary to address submissions received during statutory advertising, resulting in this deadline being delayed.</p>	31 August 2022
Council endorsement for final Draft Precinct Structure Plan(s) documentation (Stage 3 Outputs 1-3) to be forwarded to the WAPC for final approval.	18 October 2022 Ordinary Council Meeting
Delivery of Stage 3 Outputs not subject to final approval by WAPC (final form)	26 May 2023
Stage 3 Outputs Adopted by Council (following conclusion of assessment and approval by WAPC and addressing any required amendments or conditions imposed as part of the approval process).	18 July 2023

Notes:

1. The above dates are indicative and based on anticipated timeframes to complete each stage of the project, being approximately 6 months duration for Stage 1, and 9 months each for Stages 2 and 3, with additional time allotted for Council reporting deadlines. Project scheduling should seek to have the outputs (in their final form) delivered approximately 6 weeks prior to any adoption/approval milestone requiring a resolution at an Ordinary Council Meeting.
2. Detailed scheduling for each subsequent stage should be undertaken in consultation with the Town prior to or at conclusion of the stage prior to confirm Council reporting deadlines and compulsory milestones/approval stages that may be subject to change pending project outcomes and progress made to date.
3. By the commencement of Stage 2 it is expected that the Town's Draft Local Planning Strategy and the MacMillan Precinct Masterplan will have been adopted/approved and that Draft SPP 4.2 and the Draft SPP 4.2 Implementation Guidelines have been formally gazetted and are operational.

3 GENERAL AND SPECIAL CONDITIONS OF CONTRACT

3.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall incorporate the General Conditions of Contract for Consultants.

3.1.1 Record Keeping

The Principal is subject to the provisions of the State Records Act 2000 (WA) ("SRA"). To the extent that the Contractor has possession, custody or control of any records created in the performance of functions undertaken for or on behalf of the Principal by or under this Contract, the following provisions will apply to such Records:

- i) The term "records" has the same meaning as in the SRA.
- ii) The Contractor will comply with the SRA and its Principles and Standards and any principles or standards developed by the Principal in accordance with the SRA in relation to such Records.
- iii) All such Records will remain the property of the Principal.
- iv) The disposal of any such Records will be in accordance with the Principal's recordkeeping plan ("RKP").
- v) The Contractor will give the Principal unlimited access, on reasonable notice, to all such Records.
- vi) On expiry or earlier termination of this Contract, the Contractor will (at the Principal's option) either return all such Records to the Principal in accordance with Principal's directions, or destroy them in accordance with Principal's RKP and the General Disposal Authority for Local Governments WA. In either case, the return or destruction of such Records will be at Principal's expense.

3.1.2 Parking

All costs to the Contractor for parking to perform their duties are to be borne by the Contractor, no parking permits or exemptions will be issued. You will need to park according to prevailing parking schemes and pay required fees if you choose to park in a fee paying parking station.

3.2 PERIOD OF CONTRACT AND TERMINATION

The Contract will be in force for the period of two (2) years. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

3.3 DEFINITIONS AND INTERPRETATION

3.3.1 Definitions

In this Contract, except where the context otherwise requires:

Approvals	means certificates, licences, consents, permits, approvals and requirements made or authorised by a Commonwealth, State, Territory or local government, or by a Legislative Requirement;
Business Day	means calendar day but excludes public holidays as defined by the governing law of this Contract and weekends;
Client	means the person identified in Item 1;
Client Information	means all information supplied to the Consultant in a Document for the purposes of this Contract;

Consultant	means the person identified in Item 2;
Contract	means the agreement recorded in the Contract Documents;
Contract Documents	means the Documents listed in Item 3;
Deliverables	means those Documents and things required under this Contract to be handed over to the Client by the Consultant;
Direction	means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by the Client;
Documents	includes information stored by electronic and other means;
Fee	means the money payable under this Contract for the performance of the Services as adjusted in accordance with this Contract (excluding disbursements) and includes any amount payable stated in Item 20;
Force Majeure	<p>means an event or circumstance which:</p> <ul style="list-style-type: none"> a) is beyond the reasonable control of either party; b) is not caused by either party; c) can occur with or without human intervention; and d) was not reasonably foreseeable by the parties at the time of entering into this Contract, <p>the consequences of which could not have been reasonably prevented by the party affected;</p>
GST	means the tax payable on a taxable supply under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation;
Intellectual Property Right	means any statutory and other proprietary right in respect of inventions, innovations, patents, utility models, designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, know-how, trademarks and any other right in respect of intellectual property;
Insolvency Event	means any of the events set out in clause 3.33;
Item	means an Item in Annexure Part A;
Legislative Requirements	means legislation and subordinate legislation of the Commonwealth of Australia or the State or Territory applicable to the Services, and any instruments made under such legislation or subordinate legislation;
Moral Right	means the rights defined as 'Moral Rights' in the Copyright Act 1968 (Cth);
Scope	is described in Item 4 (as varied from time to time in accordance with this Contract);
Services	means the Services described in or reasonably inferred from the Scope, including the supply of the Deliverables;
Variation	means a change to the Services whether or not it is a change to the Scope.

3.3.2 Interpretation

In this Contract, except where the context otherwise requires,

- a) 'person' includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- b) 'includes' is not a word of limitation;
- c) a reference to Legislative Requirements includes all amendments, re-enactments and replacements to Legislative Requirements;
- d) if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning; and
- e) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.

3.3.3 Contra Proferentem

In the interpretation of this Contract, no rule of construction applies to the disadvantage of one party on the basis that the party put forward or drafted this Contract or any provision in it.

3.3.4 Joint and Several

To the extent permitted by law, if either party consists of one or more persons, this Contract binds such persons and their respective executors, administrators, successors and permitted assigns jointly and severally and this Contract must be read and construed accordingly.

3.3.5 Headings and Guidance Notes

Are provided for information or convenience and do not form part of this Contract.

3.4 CONSULTANT TO PERFORM SERVICES

The Consultant must perform the Services in accordance with this Contract.

3.5 CLIENT TO PAY

The Client must pay the Consultant in accordance with this Contract.

3.6 STANDARD OF CARE

The Consultant must perform the Services to the standard of skill, care and diligence expected of a skilled and competent professional practising in the particular fields relevant to the Services, or such higher standard as the Consultant has represented in writing to the Client in relation to this Contract.

3.7 SCOPE

3.7.1 The Consultant, exercising skill, care and diligence to the standard of care required in clause 4, has examined the Scope and agrees that the Services will be suitable, appropriate and adequate for the purpose stated in Item 5, except to the extent that, prior to commencement of work on the Deliverables:

- a) the Consultant notified the Client in writing of any ambiguity, error, omission, discrepancy, insufficiency or inconsistency in the Scope which would prevent the Services from being suitable, appropriate and adequate for the purpose stated in Item 5, and its proposed solution; and
- b) the Client has not amended the Scope to the extent necessary, if at all, to address the concern notified under clause 3.7.1 a).

- 3.7.2** After commencement of work on the Deliverables, the Consultant must promptly notify the Client if and to the extent the Consultant becomes aware that any Client Information contains an ambiguity, error, omission, discrepancy, insufficiency or inconsistency or is otherwise insufficient to enable the Consultant to perform the Services.
- 3.7.3** If the Consultant gives notice under clause 3.7.2, the Client must either:
- a) direct an appropriate amendment to the Scope; or
 - b) direct the Consultant to proceed notwithstanding its advice.
- 3.7.4** The Consultant is entitled to an adjustment to the Fee and/or time for performing the Services in relation to a Direction under clause 3.7.3:
- a) where the Consultant has given notice under clause 3.7.2; and
 - b) it was not reasonably practicable for the Consultant to identify any ambiguity, error, omission, discrepancy, insufficiency or inconsistency necessitating amendment to the Scope prior to commencement of work on the Deliverables.
- 3.8 CLIENT'S REPRESENTATIVE AND CONSULTANT'S REPRESENTATIVE**
- 3.8.1** The Client appoints the person named in Item 6 to act as the Client's representative to exercise the Client's functions under this Contract.
- 3.8.2** The Consultant appoints the person named in Item 7 to act as the Consultant's representative to exercise the Consultant's functions under this Contract.
- 3.8.3** Either party may terminate the appointment of its representative by notice in writing to the other party. The notice must identify and provide contact details for the party's new representative.
- 3.8.4** Unless the Client objects to the Consultant's proposed representative on reasonable grounds in writing, within 3 Business Days, or as otherwise agreed in writing, the termination and new appointment will take effect 4 Business Days after service of the notice.
- 3.9 INFORMATION**
- The Client must promptly provide the Consultant with Client Information sufficient to enable the Consultant to perform the Services.
- 3.10 DIRECTIONS**
- 3.10.1** The Client may give Directions to the Consultant at any time.
- 3.10.2** A Direction may be given orally by the Client except where this Contract otherwise provides.
- 3.10.3** The Client must give the Consultant Directions necessary for the performance of the Services in a timely manner.
- 3.10.4** The Consultant must comply with all Directions given under this Contract.
- 3.10.5** If the Consultant in writing requests the Client to confirm an oral Direction, the Consultant is not bound to comply with the Direction until the Client confirms it in writing.
- 3.11 VARIATIONS**
- 3.11.1** The Client may direct the Consultant to perform a Variation. All such Directions must be in writing and specify that they direct a Variation.

- 3.11.2** If the Consultant considers any Direction requires a Variation but the Direction is not in writing or does not specify that it directs a Variation, then the Consultant must promptly notify the Client in writing setting out why the Consultant considers the Direction requires a Variation. In that case the Consultant must not comply with the Direction unless the Consultant receives a written:
- a) Direction specifying a Variation; or
 - b) notice that the Client disagrees, stating its reasons.
- 3.11.3** If a notice is issued under clause 3.11.2b), the Consultant must comply with the Direction but may, within 20 Business Days, dispute the Client's notice under clause 3.11.2b) by notice given under clause 3.34.
- 3.11.4** The Fee must be adjusted for each Variation. Unless the amount of the adjustment is agreed, the adjustment must be calculated by the Client on the basis of applicable rates or fees in this Contract or, if none, then reasonable rates or fees.
- 3.11.5** The Consultant is not obliged to perform a Variation that is outside the general Scope of the Services.
- 3.12 PAYMENT**
- 3.12.1** The basis for payment to the Consultant is stated in Item 8.
- 3.12.2** The Consultant is only entitled to payment for disbursements set out in Item 9, and any other disbursement if approved in writing by the Client (such approval not to be unreasonably withheld or delayed) prior to the disbursement being incurred.
- 3.12.3** The Consultant must claim payment in writing at the times stated in Item 10, or if no times are stated, by the last Business Day of each month. If no time is stated, only one payment claim may be made each month.
- 3.12.4** The payment claim must:
- a) in respect of the Services:
 - i) identify the Services to which the payment claim relates;
 - ii) separately identify each Variation;
 - iii) separately identify any other claim for payment under this Contract including a payment stated in Item 20; and
 - iv) set out the amount of the Fee claimed, and how that amount was determined;
 - b) in respect of disbursements:
 - i) identify each disbursement claimed;
 - ii) state the amount of the disbursement claimed;
 - iii) be accompanied by relevant invoices and receipts for payment;
- and
- c) be in the form of a valid tax invoice.
- 3.12.5** The Client must either:
- a) pay the whole amount claimed in the payment claim; or
 - b) within 10 Business Days of service of a payment claim issue a statement stating the lesser amount the Client proposes to pay together with the reasons.
- 3.12.6** The Client must pay the amount specified in clause 3.12.5a) or 3.12.5b) within the period specified in Item 11 or, if no period is specified, within 30 calendar days after service of the payment claim under clause 3.12.3.

- 3.12.7** Payment by the Client is on account and is not evidence of the value of work completed, an admission of liability, nor evidence that the Services have been executed satisfactorily.
- 3.12.8** If the Client fails to make the payment that is due and payable in accordance with clause 3.12.6, the Consultant may notify the Client in writing that it will suspend performance of the Services, after expiry of at least 5 Business Days written notice to the Client. Unless the payment has been made, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment.
- 3.12.9** If the Client fails to make the payment that is due and payable in accordance with clause 3.12.6, the Consultant may notify the Client in writing that interest
- 3.12.10** is payable on any overdue payments at the rate stated in Item 12 from the date of the notice. If so, the Consultant must promptly issue an amended tax invoice and the Fee must be adjusted to include the amount of interest paid.
- 3.12.11** Nothing in this clause 3.12 limits the Consultant's rights under clause 3.29.

3.13 GST

If the *Fee* is stated to be *GST* exclusive, the *Client* must pay the *Fee* plus the applicable *GST*.

3.14 TIME

- 3.14.1** Subject to clause 3.14.2, the *Consultant* must complete the *Services* by the time stated in *Item 13*.
- 3.14.2** The *Client* must grant the *Consultant* a reasonable extension of time for any delay to completion of the *Services* caused by:
- a) an act or omission of the Client or its officers, employees, agents or other consultants or contractors (including a *Variation* directed by the Client);
 - b) a *Force Majeure*;
 - c) any event or circumstance set out in *Item 14*; or
 - d) any event or circumstance for which another provision of this *Contract* provides that the *Consultant* may be entitled to an extension of time,
- provided that the *Consultant* notifies the *Client* of the delay and its cause promptly after the *Consultant* becomes aware of the delay or its cause, and provides reasonable evidence of the cause and duration of the delay.
- 3.14.3** The *Client* must pay the *Consultant's* reasonable costs of and incidental to delay (valued as a *Variation*) caused by any of the following events for which an extension of time has been granted under clause 3.14.2:
- a) any breach of this *Contract* or negligent or unlawful act or omission of the *Client* or its officers, employees, agents or other consultants or contractors;
 - b) a *Variation* directed by the *Client*;
 - c) any event or circumstance set out in *Item 14*; or
 - d) any event or circumstance that occurs for which another provision of this *Contract* provides that the *Consultant* may be entitled to an extension of time with costs.

3.15 LAW AND APPROVALS

- 3.15.1** The *Consultant* must comply with all *Legislative Requirements* and *Approvals* in carrying out the *Services*.
- 3.15.2** The *Consultant* must obtain the *Approvals*, if any, stated in *Item 15*.

- 3.15.3** If a new *Legislative Requirement* or *Approval*, or a change in a *Legislative Requirement* or *Approval*:
- a) occurs after agreement of the *Fee*;
 - b) causes the *Consultant* to incur more or less cost or time than otherwise would have been incurred or expended; and
 - c) could not have been reasonably anticipated by the *Consultant* exercising the standard of care in clause 3.6 as at the date the *Fee* was submitted to the *Client* (or, if the *Fee* was amended after it was submitted, the date of that amendment) prior to the 15th *Business Day* before agreement of the *Fee*,
- then the difference in cost will be valued as a *Variation* and an extension of time may be granted in accordance with clause 3.12.
- 3.16 CONSULTATION AND MEETINGS**
- The *Consultant* must consult regularly with the *Client* and attend meetings and briefings reasonably required by the *Client* in connection with the *Services*.
- 3.17 REVIEW AND ACCEPTANCE**
- 3.17.1** The *Consultant* must allow the *Client* to review and discuss the *Documents* and *Deliverables* (whether complete or in progress) produced by the *Consultant* in performing the *Services*.
- 3.17.2** The *Consultant* remains responsible for the *Services* despite any review or acceptance of any of the *Services* by the *Client*.
- 3.18 ADVERSE EVENT**
- Each party must, as soon as practicable after becoming aware of any matter or circumstance (including any change in *Legislative Requirement* or *Approval*) which may adversely affect or has adversely affected the performance of the *Services*, notify the other party. The notice must include reasonable detail describing the matter or circumstances and its anticipated effect on the *Services*.
- 3.19 COOPERATION WITH OTHERS**
- The *Consultant* must use reasonable endeavours to liaise, cooperate and confer with contractors and other consultants of the *Client* in order to coordinate its *Services* with the services of those contractors and consultants to produce the *Deliverables*.
- 3.20 KEY PERSONNEL**
- The *Consultant* must provide the key personnel (if any) stated in Item 16 to perform the *Services* stated in Item 16. If any key person is not available due to circumstances beyond the reasonable control of the *Consultant*, the *Consultant* must promptly notify the *Client* and arrange a replacement approved by the *Client* (such approval not to be unreasonably withheld or delayed).
- 3.21 CONFLICT OF INTEREST**
- 3.21.1** A conflict of interest in connection with this *Contract* includes a conflict between a duty owed by the *Consultant* to a person and a duty owed by the *Consultant* to the *Client*.
- 3.21.2** The *Consultant* represents that to the extent reasonably ascertainable at commencement of this *Contract*, after making all reasonable enquiries, no conflict of interest exists or is likely to arise except as set out in Item 17.
- 3.21.3** The *Consultant* must monitor and, unless the *Client* gives prior written consent to the conflict of interest, avoid the occurrence of any conflict of interest.
- 3.21.4** The *Consultant* must notify the *Client* immediately on becoming aware of a conflict of interest or a significant risk of a conflict.

3.21.5 Where a conflict of interest arises or is likely to arise, the Client may proceed under clause 3.29.

3.22 SUBCONTRACTING AND ASSIGNMENT

3.22.1 Subject to clause 3.22.2 neither party may, without the prior written approval of the other (which must not be unreasonably withheld or delayed), transfer any of its rights or obligations under this *Contract*.

3.22.2 The *Client* may assign its rights under this *Contract* without notice to the *Consultant*.

3.22.3 The *Consultant* must not subcontract any part of the *Services* without the prior written approval of the *Client* (which must not be unreasonably withheld or delayed). In granting the approval the *Client* may impose reasonable conditions.

3.22.4 Subcontracting does not relieve the *Consultant* of any obligation under this *Contract*.

3.23 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

3.23.1 The *Client* licenses to the *Consultant* such Intellectual Property Rights in *Client Information* as are necessary to enable the *Consultant* to perform the *Services* in accordance with this *Contract*.

3.23.2 The *Consultant* retains the *Intellectual Property Rights* created outside the terms of this *Contract* and used in performing the *Services*. Subject to clause 3.23.4, the *Consultant* grants to the *Client* a royalty-free non-exclusive irrevocable licence to use such *Intellectual Property Rights* for any purpose for which the *Services* are provided.

3.23.3 The Alternative stated in *Item 18* applies.

Alternative 1

Subject to clause 3.23.4, on creation the *Consultant* grants to the *Client* an irrevocable, royalty-free licence to use, adapt, reproduce, amend, publish and sublicense on the same terms, the *Deliverables* created by the *Consultant* for any purpose for which the *Services* are provided, including any subsequent repairs, maintenance or servicing.

Alternative 2

Subject to clause 3.23.4, on creation all *Intellectual Property Rights* in the *Deliverables* created by or for the *Consultant* vest in the *Client*.

The *Client* grants to the *Consultant* an irrevocable, royalty-free licence to use, adapt, reproduce, amend, publish and sublicense those *Intellectual Property Rights*.

To the extent the *Intellectual Property Rights* in or relating to the *Deliverables* are not capable of being vested in the *Client* because the *Consultant* does not own the *Intellectual Property Rights*, the *Consultant* must obtain an irrevocable licence for the *Client* to use those *Intellectual Property Rights*, except for those rights stated in *Item 19*.

3.23.4 The rights created by clause 3.23.3 are revocable by the *Consultant* if the *Client* does not pay the amount payable under this *Contract* including the amount stated in *Item 20*, within 40 *Business Days* after completion of the *Services*, termination of this *Contract* or determination of any dispute regarding the *Consultant's* entitlement to payment.

3.23.5 The *Consultant* must not infringe any *Intellectual Property Rights* in performing the *Services*.

3.23.6 The *Client* must not infringe any *Intellectual Property Rights* in providing *Client Information*.

3.24 MORAL RIGHTS*

3.24.1 This clause applies if *Item 21* states that it applies.

3.24.2 The *Consultant* has or must obtain a consent from each of its officers and employees and use its best endeavours to obtain such consent from its agents, sub consultants and subcontractors (and their respective employees) in connection with the *Services* in substantially the same form as the consent set out in Annexure Part C, or such other form as is acceptable to the *Client*.

3.24.3 In relation to the *Services*:

- a) the *Consultant* must be attributed as the author of the physical product of the *Services* as stated in *Item 21* when the *Client* considers it reasonable and practicable, or as otherwise agreed in writing;
- b) the *Client* need not advise the *Consultant* of any intended alteration to or demolition of any project, building or structure related to the *Services* unless otherwise agreed in writing;
- c) the *Consultant* has the right to give consent on behalf of its employees and its consultants (if any); and
- d) where requested, the *Consultant* must provide the *Client* with copies of all relevant consents in the form of Annexure Part C, or another form as agreed, within a reasonable time.

* These provisions do not derogate from the rights and obligations set out in Part IX of the Copyright Act 1968 (Cth).

3.25 CONFIDENTIALITY

3.25.1 The parties must treat as confidential:

- a) the information stated in *Item 22*; and
- b) all other information which of its nature is confidential or which the parties ought reasonably to know is confidential.

3.25.2 The obligation of confidentiality does not apply to the extent:

- a) that the information is in the public domain otherwise than as a result of a breach of this *Contract*;
- b) disclosure is required by law;
- c) disclosure is necessary to procure goods or services in connection with the *Services*, provided that the recipient of the information is also subject to an obligation of confidentiality; or
- d) disclosure is agreed in writing by the parties.

3.25.3 The *Consultant* must not publish or enable others to publish any information in connection with the *Services* without the prior written consent of the *Client* (which must not be unreasonably withheld or delayed).

3.25.4 The *Consultant* must ensure that its officers, employees, agents, sub consultants and subcontractors comply with the *Consultant's* obligations under this clause 3.25.

3.26 SUSPENSION BY THE CLIENT

3.26.1 The *Client* may suspend the performance of the *Services* at any time by notice in writing to the *Consultant*.

3.26.2 Unless the suspension has been directed due to the *Consultant's* wrongful conduct, the *Client* must pay the *Consultant* any costs and expenses reasonably incurred by the *Consultant* as a result of the suspension.

- 3.26.3** The *Consultant* must recommence the *Services* when reasonably directed to do so by the *Client*.
- 3.26.4** If the suspension lasts longer than the period stated in *Item 23* the *Consultant* may terminate this *Contract*.
- 3.26.5** The *Client* is not liable to the *Consultant* for any indirect or consequential loss suffered or incurred as a result of the exercise by the *Client* of its rights under this clause 3.27.

3.27 SUSPENSION BY THE CONSULTANT

- 3.27.1** If a risk to the health or safety to any person arises where the *Services* are being performed (other than at any premises owned or controlled by the *Consultant*), the *Consultant* may suspend the performance of the *Services* to the extent necessary to protect affected persons.
- 3.27.2** The *Consultant* must give prompt notice to the *Client* of the suspension, the reason for the suspension and, if known by the *Consultant*, its likely duration.
- 3.27.3** The *Consultant* must recommence the *Services* as soon as possible and give prompt notice to the *Client*.
- 3.27.4** The *Consultant's* right to suspend the performance of the *Services* following the *Client's* failure to make a payment is set out in clause 3.12.8.

3.28 TERMINATION WITHOUT CAUSE

- 3.28.1** This *Contract* may be terminated:
- a) at any time by mutual agreement; or
 - b) by the *Client* for any reason after giving reasonable written notice to the *Consultant*.
- 3.28.2** If this *Contract* is terminated under clause 3.28.1, the *Client* must pay to the *Consultant*:
- a) the applicable portion of the *Fee* for the *Services* performed prior to the date of termination;
 - b) all disbursements incurred by the *Consultant* prior to the date of the termination which would have been payable had this *Contract* not been terminated; and
 - c) any costs and expenses reasonably incurred by the *Consultant* by reason of termination.

The *Client* is not liable to the *Consultant* under this clause 3.28 for any amount greater than the amount that the *Client* would have paid to the *Consultant* had this *Contract* been completely performed.

- 3.28.3** The *Client* is not liable to the *Consultant* for any indirect or consequential loss arising out of the termination under clause 3.28.1.
- 3.28.4** Upon termination and payment of the amount due to the *Consultant* under clause 3.28.2, the *Consultant* must deliver to the *Client* all *Deliverables* and all *Documents* which, on completion, would be *Deliverables*. The *Consultant* is not liable in respect of the *Documents* which it has not completed due to the termination of this *Contract*.

3.29 TERMINATION DUE TO DEFAULT BY EITHER PARTY

- 3.29.1** If either party commits a substantial breach of this *Contract*, the other party may give to the party who committed the breach a written notice to show cause. A notice to show cause must:
- a) state it is a notice given under this clause 3.29;
 - b) specify the alleged breach with reasonable details;

- c) require the party who committed the breach to show cause in writing why the party giving the notice should not exercise a right referred to in this clause 3.29; and
- d) specify a date (which must not be less than 5 *Business Days* after the notice is served) by which the party who committed the breach must show cause.

3.29.2 Substantial breaches include but are not limited to:

- a) suspension of work other than as permitted in clauses 3.12.8, 3.26 and 3.27;
- b) failure to proceed with due diligence and without delay;
- c) failure to provide evidence of insurance in accordance with clause 3.32.5; and
- d) failure of the *Client* to pay the *Consultant* under clause 3.12.

3.29.3 If the recipient of a notice to show cause fails to show reasonable cause why the other party should not exercise a right under clause 3.29.3 within the time specified in the notice, the other party may, by further written notice:

- a) terminate this *Contract*; or
- b) if the breach is a failure of the *Client* to pay the *Consultant* under clause 3.12, the *Consultant* may suspend performance of the *Services* until payment is made.

3.29.4 If the *Consultant* suspends performance of this *Contract* under clause 3.29.3b), the *Consultant* must promptly lift the suspension after the *Client* remedies the breach, unless the *Consultant* has terminated the *Contract*.

3.30 INDEMNITY

3.30.1 To the extent permitted by law, the *Consultant* indemnifies the *Client* from and against all liability, losses, damages, costs and expenses (including legal expenses), due to:

- a) loss of, damage to, or destruction of any property (including the *Deliverables*); or
- b) personal injury (including psychological injury) or death,

to the extent contributed to by any breach of this *Contract* by the *Consultant* or negligent or unlawful act or omission of the *Consultant*, its officers, employees, agents, sub consultants or subcontractors in connection with this *Contract*.

3.30.2 Clause 3.30.1 does not apply to the extent that:

- a) the liability, loss, damage, cost or expense is contributed to by any breach of this *Contract* by the *Client* or negligent or unlawful act or omission of the *Client* or its officers, employees, agents, other consultants or contractors, and/or
- b) the *Client* fails to act reasonably to mitigate the liability, loss, damage, cost or expense.

3.30.3 Clauses 3.30.1 and 3.30.2 do not exclude any other right of the *Client* at law.

3.31 LIMITATION OF LIABILITY

3.31.1 The liability of the *Consultant* to the *Client* arising under or in connection with this *Contract* including:

- a) in tort (including for negligence);
- b) under statute; or
- c) otherwise,

to the extent permitted by law, is limited in the aggregate to the amount specified in *Item 24* if any.

3.31.2 Clause 3.31.1 does not apply to liability arising from:

- a) personal injury (including psychological injury) or death;
- b) infringement of *Intellectual Property Rights*;
- c) fraudulent, malicious or criminal conduct;
- d) wilful default;
- e) conduct with reckless disregard for the consequences;

of or by the *Consultant* or its officers, employees, agents, sub consultants and subcontractors.

3.32 INSURANCE

3.32.1 Except if the *Client* has agreed to effect relevant insurance under clause 3.32.7, the *Consultant* must effect and maintain the following insurances:

- a) public liability insurance;
- b) workers' compensation insurance; and
- c) professional indemnity insurance.

3.32.2 The public liability insurance must be for an amount not less than that set out in *Item 25* and must be maintained for the entire duration of this *Contract*.

3.32.3 The workers' compensation insurance must be effected and maintained in accordance with the applicable Australian, State or Territory legislation.

3.32.4 The professional indemnity insurance must be for an amount not less than that set out in *Item 26* and must be maintained for not less than the period set out in *Item 27*. The policy must include provision for one automatic reinstatement of the sum insured.

3.32.5 Before the *Consultant* commences work and whenever requested in writing by the *Client*, the *Consultant* must provide to the *Client* a certificate of currency in respect of each insurance policy required under clause 3.32.1, showing:

- a) the insurance policy numbers;
- b) the expiry date of each policy; and
- c) the amount of insurance cover required to be held under this *Contract*.

3.32.6 Without limiting the *Consultant's* other obligations under this *Contract*, if the *Consultant* fails to promptly provide evidence when required under clause 3.32.5, the *Client* may give the *Consultant* a written notice requiring the *Consultant* to provide the evidence required within a specified period of not less than 5 *Business Days* from when the notice is served and specifying the *Client's* intent to exercise its rights under this clause 3.32.6 if the *Consultant* does not comply. If the *Consultant* does not comply, the *Client* may effect and maintain the insurance, pay the premiums and deduct these payments from moneys due or to become due to the *Consultant* from the *Client* or otherwise treat the failure as a breach of contract.

3.32.7 The *Client* must effect and maintain the insurances (if any) specified in *Item 28*. Each policy must name the *Consultant* as an insured. The *Client* must maintain the insurances for not less than the period set out in *Item 28*. The *Client* must provide a copy of the policies and certificates of currency to the *Consultant* before the *Consultant* is required to commence the *Services*.

3.33 INSOLVENCY

3.33.1 Either party may terminate this *Contract* without notice if the other party is subject to an *Insolvency Event*. This right is in addition to any other rights under this *Contract*.

3.33.2 Insolvency Event means:

- a) a party informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the *Contract*;
- b) execution is levied against a party by a creditor;
- c) a party is an individual person or a partnership including an individual person, and if that person:
 - i) commits an act of bankruptcy;
 - ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
 - iii) is made bankrupt;
 - iv) makes a proposal for a scheme of arrangement or a composition; or
 - v) has a deed of assignment or deed of arrangement made,
 - vi) accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the *Bankruptcy Act* 1966 (Cth) or like provision under the law governing the *Contract*;

or

- d) in relation to a party being a corporation:
 - i) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
 - ii) it enters a deed of company arrangement with creditors;
 - iii) a controller or administrator is appointed;
 - iv) an application is made to a court for its winding up and not stayed within 14 days;
 - v) a winding up order is made in respect of it;
 - vi) it resolves by special resolution that it be wound up voluntarily (other than a voluntary winding up by members for the purpose of reconstruction or amalgamation); or
 - vii) a mortgagee of any of its property takes possession of that property.

3.34 DISPUTE RESOLUTION

3.34.1 If a dispute between the parties arises in connection with this *Contract*, then either party may give the other party a written notice of the dispute in accordance with clause 3.35, adequately identifying and providing details of the dispute.

3.34.2 Notwithstanding the existence of a dispute in relation to any matter other than the exercise of a right to terminate this *Contract*, the parties must continue to perform the *Contract* unless permitted to suspend performance under clauses 3.12.8, 3.26, 3.27 or 3.29.

3.34.3 Within 10 *Business Days* after service of a notice of dispute, the parties must confer at least once to resolve the dispute or to agree on methods of doing so. Each party must be represented by a person having authority to agree to such resolution or methods of resolution. All conferences under this clause 3.34.3 must be conducted in good faith and without prejudice.

3.34.4 If the dispute has not been resolved within 20 *Business Days* of service of the notice of dispute, either party may commence legal proceedings or, if agreed in writing by the parties, commence alternative dispute resolution proceedings.

3.35 SERVICE OF NOTICES

3.35.1 Subject to clause 35.2, notices under this *Contract* must be served:

- a) by hand, mail, fax or email, at the address, fax number or email address, set out in *Item 29*, or, if notice of a change in address, fax number or email address is given, at the last such notified address, fax number or email address;
- b) by such other means as the parties agree in writing.

3.35.2 Any *Document* given under clauses 3.26, 3.27, 3.28, 3.29, 3.33 or 3.34 must be served by hand or registered mail.

3.35.3 A *Document* is served:

- a) by mail, 3 *Business Days* after posting;
- b) by fax, when the sender receives an error-free transmission report from the correct fax number;
- c) by email or other electronic means, when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.

3.35.4 Any notice served after 5pm on any *Business Day* or on a weekend or a public holiday is deemed to be served on the next *Business Day*.

3.36 SURVIVAL OF TERMINATION

Clauses 3.12, 3.23, 3.24, 3.25, 3.27, 3.30, 3.31, 3.32, 3.34, 3.35 and 3.37 will survive the completion or earlier termination of this *Contract*.

3.37 GOVERNING LAW

The law governing this *Contract* and its interpretation is the law of the State or Territory stated in *Item 30* or, if the State or Territory is not stated, the law of the State or Territory where the *Services* are to be substantially performed and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in that State or Territory.

3.38 STANDARD FORM NATURE OF CONTRACT

Apart from completed Annexures Part A and Part C, this *Contract* is AS 4122—2010 in its original form, unless *Item 31* specifies otherwise, in which case Annexure Part B states the amendments.

Part A

Annexure to the Australian Standard General Conditions of Contract for Consultants AS 4122—2010

The parties are encouraged to review AS 4121—1994, Code of ethics and procedures for the selection of consultants, prior to completing Annexure Part A.

3.39 PARTICULARS OF CONTRACT

Item

Item 1

(clause 3.3.1)

The *Client* is

Town of Victoria Park

of 99 Shepperton Road
Victoria Park WA 6100

ABN 77 284 859 739

Item 2

(clause 3.3.1)

The *Consultant* is:

of

ABN

Item 3

(clause 3.3.1)

The *Contract Documents* are:

Guidance Note:
Insert any other relevant *Documents* forming
this *Contract*.

1. These General Conditions of Contract.
2. The *Scope*.
3. (Other):
Nil

Item 4

(clause 3.3.1)

The *Scope* is described in the
following *Documents*, or the *Scope* is:

Refer to attached Request for Tender, which
details Scope of Works.

Guidance Note:
The *Scope* is intended to describe the *Scope* of
the *Services* that are required to be performed
and their relationship to the project being
undertaken by the *Client*. Either identify the
Documents that describe the *Scope* or include
a statement of the *Scope* in this *Item*.

Item 5

(clause 3.7.1)

The purpose(s) for which the *Services*
will be suitable is/are:

As defined in the Scope of Works detailed in the
attached Request for Tender.

Item 6

(clause 3.8.1)

The *Client's* representative is:

Item 7

(clause 3.8.2)

The *Consultant's* representative
is:

Item 8

(clause 3.12.1)

Claims for payment must be made
on the following basis:

Lump sum: \$.....

GST inclusive Yes

<i>Item 9</i> (clause 3.12.2)	Disbursements for which the Consultant may claim payment:	Nil	
<i>Item 10</i> (clause 3.12.3)	Time to claim payment is no later than:	Nil	
<i>Item 11</i> (clause 3.12.6)	The time for payment is no later than:	Within 30 calendar days of date of Claim.	<i>Business Days</i> after receipt of a claim for payment or if nothing is stated 30 calendar days after service of a payment claim.
<i>Item 12</i> (clause 3.12.9)	The rate of interest for overdue payment is:	Not applicable	
<i>Item 13</i> (clause 3.14.1)	Alternative 2: Under the program attached.	Alternative 2: see Tender document timescales as proposed in Part 2- 2.5	
<i>Item 14</i> (clause 3.14.3 c)	Other causes of delay for which the Consultant may notify an extension of time:	Nil	
<i>Item 15</i> (clause 3.15.2)	The <i>Approvals</i> to be obtained by the Consultant are:	If any, stated in Scope document	
<i>Item 16</i> (clause 3.20)	The key personnel are:	Name:	Role to be performed:
<i>Item 17</i> (clause 3.21.2)	Existing conflicts of interest:		
<i>Item 18</i> (clause 3.23.3)	Copyright and other <i>Intellectual Property Rights</i> , the Alternative that applies is: Alternative 1 applies.		

<i>Item 19</i> (clause 3.23.3 Alternative 2)	List excluded <i>Intellectual Property Rights</i> :	Nil						
<i>Item 20</i> (clause 3.23.3, Alternative 2)	The additional amount payable to the <i>Consultant</i> for granting of <i>Intellectual Property Rights</i> to the <i>Client</i> is: Alternative 1	\$ Not Applicable						
<i>Item 21</i> (clause 3.24.1)	Does clause 22 (<i>Moral Rights</i>) apply?	Yes <u>No</u> (strike through as relevant.)						
<i>Item 22</i> (clause 3.25.1)	The following <i>Documents</i> are confidential:	All documents and correspondence with <i>Consultant</i> is confidential, unless otherwise explicitly stated by <i>Client</i> .						
<i>Item 23</i> (clause 24.4)	Maximum period for which <i>Client</i> may suspend the <i>Services</i> at any one time, after which the <i>Consultant</i> may terminate:	Not applicable.						
<i>Item 24</i> (clause 29.1)	The <i>Consultant's</i> liability is limited to:	\$20,000,000 (Twenty million dollars)						
<i>Item 25</i> (clause 30.2)	The amount of public liability insurance is:	Not less than twenty million dollars (\$20,000,000).						
<i>Item 26</i> (clause 30.4)	The amount of the professional indemnity insurance is:	Not less than three million dollars (\$3,000,000)						
<i>Item 27</i> (clause 30.4)	The professional indemnity insurance must be maintained for the following period:	For the duration of project, or the engagement of <i>Consultant</i> , whichever is the latter.						
Item 28 (clause 30.7)	The <i>Client</i> must effect the following insurances and maintain them for the following periods:	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">Insurance:</td> <td style="width: 50%; vertical-align: top;">Period:</td> </tr> <tr> <td style="vertical-align: top;">Public liability insurance</td> <td style="vertical-align: top;">For the duration of project, or the engagement of <i>Consultant</i>, whichever is the latter.</td> </tr> <tr> <td style="vertical-align: top;">Professional indemnity insurance</td> <td></td> </tr> </table>	Insurance:	Period:	Public liability insurance	For the duration of project, or the engagement of <i>Consultant</i> , whichever is the latter.	Professional indemnity insurance	
Insurance:	Period:							
Public liability insurance	For the duration of project, or the engagement of <i>Consultant</i> , whichever is the latter.							
Professional indemnity insurance								
<i>Item 29</i> (clause 33.1)	The address for the service of notices is:	<p>Client: Town of Victoria Park 99 Shepperton Road VICTORIA PARK WA 6100</p> <p>Consultant:</p>						
<i>Item 30</i> (clause 35)	The law governing this <i>Contract</i> is:	<p>Western Australia.</p> <p>If nothing is stated, the state or territory where the <i>Services</i> are to be substantially performed.</p>						
<i>Item 31</i>	Has this <i>Contract</i> been amended from its original form?	Yes <u>No</u>						

3.40 SPECIAL CONDITIONS OF CONTRACT

3.40.1 Security

The Contractor shall, when attending the Principal's premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including the Principal's smoke free work place policy) and safety and security in effect for those premises or in regard to those facilities, as notified by the Principal.

3.40.2 Working Hours

Not Used

3.40.3 Contractor Performance Records

- i) The Principal will maintain appropriate records monitoring Contractor performance and shall call upon a Contractor to explain any instances of unsatisfactory performance.
- ii) Unsatisfactory performance includes, but is not limited to, late delivery against an accepted project requirement or frequent rejection of project requirements.
- iii) In severe cases, unsatisfactory performance will lead to termination of the Contract in addition to any other remedies available to the Principal under the General Conditions of Contract for these requirements.

3.40.4 Rights and Remedies

The rights and remedies conferred by the Contract on the Principal including without limitation any right to terminate the Contract, shall be in addition to and cumulative upon any rights and remedies they may have under the general law.

Limited Liability

In the event of any breach of this contract by the Principal the remedies of the Contractor shall be limited to damages. Under no circumstances shall the liability of the Principal exceed the price of the requirements.

3.40.5 Disability Access and Inclusion Plan (DAIP)

It is a requirement of the Disability Services Act that public authorities must take all practical measures to ensure that all people with disabilities have opportunities to access all buildings, facilities, events and receive a high level and quality of service from all of the Principal's officers, employees, agents and contractors.

Undertaking activities consistent with the Principal's DAIP applies at the broadest level, that is, the focus is upon broadly supporting the DAIP's six desired outcomes. It does not necessarily mean that agents and contractors will be involved in implementing every strategy outlined in the local government's DAIP.

The Act (schedule 3 of the Disability Services Regulations 2004) specifies six (6) desired outcomes:

- i) People with disabilities have the same opportunities as other people to access services and events.
- ii) People with disabilities have the same opportunities as other people to access buildings and other facilities.
- iii) People with disabilities receive information in a format that will enable them to access information as readily as other people are able to access it.
- iv) People with disabilities receive the same level and quality of service from staff as other people receive.

- v) People with disabilities have the same opportunities as other people to make complaints.
- vi) People with disabilities have the same opportunities as other people to participate in any public consultation.

If the Contract involves the supply of Services to the public, then the successful Contractor will:

- vii) to the extent practicable, implement the Principal's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993.

Details of the Principal's DAIP can be accessed at www.vicpark.wa.gov.au. Details of the Disability Services Act can be accessed through the State Law Publisher at www.slp.wa.gov.au.

NOTE: Annually and at the conclusion of the Contract there is a strict requirement that the contractor must supply information on how they abided by the DAIP as outlined in "A guide to Disability Access and Inclusion Plans (DAIPs) for Local Government contractors".

3.40.6 Subletting

The Contractor shall not assign or sublet the Contract or any part thereof, without the written consent of the Contract Principal.

In circumstances not caused by wilful delay where the Contractor is unable to complete the necessary service in the time required, the Principal reserves the right to use additional Contractors to carry out the necessary works in the time required.

3.40.7 Terms of Payment

Tax Invoices should be submitted at the end of each calendar month. Payment for will be authorised when all works have been completed to the satisfaction of the Principal.

Payment will be Nett thirty (30) days from the receipt of a compliant Tax Invoice. Prices are fixed.

3.40.8 Housekeeping

All work places will be kept in a clean and tidy condition.

3.40.9 Practical Jokes

Practical jokes and skylarking are totally forbidden and failure to comply with this provision may result in the offender's employee from participating in any work associated with fulfilment of the contract.

3.40.10 Intoxicating Liquor and Drugs

Neither the Contractor nor any employee or agent of the Contractor will be permitted to enter a site under the influence of or in possession of any intoxicating liquor, drugs or illegal substance or under the influence of the same.

4 TENDERER'S OFFER**4.1 FORM OF TENDER**

The Chief Executive Officer
Town of Victoria Park
99 Shepperton Rd
VICTORIA PARK WA 6101

I/We (Company Name): _____
(Block Letters)

Trading Name: _____

of: _____
(Registered Street Address)

Suburb: _____ State: _____ Post Code: _____

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT: TVP/21/02 - Preparation of Albany Highway Precinct Structure Plan

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 the _____ day of _____ 2021

Signature of authorised person: _____

Name of authorised signatory (BLOCK LETTERS): Mr. Mrs. Ms. Please tick one.

First Name: _____ Surname: _____

Position: _____ Telephone No: _____

Authorised Signatory Postal Address: _____

Email Address: _____

4.2 COMPLIANCE CRITERIA

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

Please select with a yes or no whether you have complied with the following compliance criteria. Supply details where possible in attachments labelled with the appropriate headings. These criteria 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.

4.2.1 COMPLIANCE CRITERIA QUESTIONNAIRE

1) Compliance with Conditions of Tendering

Description of Compliance Criteria	Yes / No												
i. Compliance with the Conditions of Tendering and the requirements of the General Conditions of Contract as provided in Part 3 of this Request. If "NO", please provide further details in the below table provided <table border="1" data-bbox="204 882 1276 1064"> <thead> <tr> <th>Clause No</th> <th>Contract Condition</th> <th>Reason/Comments</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Clause No	Contract Condition	Reason/Comments										
Clause No	Contract Condition	Reason/Comments											
ii. Compliance with the Specifications as provided in Part 2 of this Request.													
iii. Completion of Part 4 -Tenderer’s offer													

2) Organisational Profile

Attach a copy of your organisation structure and provide background information on your company and label it “ Organisation Structure ”. (No more than 10 pages)	“ Organisation Structure ”	Tick✓if attached <input type="checkbox"/>
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it “ ASIC Extract ”.	“ ASIC Extract ”	Tick✓if attached <input type="checkbox"/>
Are you acting as an agent for another party? If Yes , attach details (including name and address) of your principal.	“ Agency ”	Tick✓if attached <input type="checkbox"/>
Are you acting as a trustee of a trust? If Yes , give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries	“ Trust Deed ”	Tick✓if attached <input type="checkbox"/>
Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes , please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.	“ Conflict ”	Tick✓if attached <input type="checkbox"/>

3) Referees

Attach details of your referees, and label it “Referees” . Your response should contain at least 3 written references advising on the performance standards of previous projects undertaken, or the names of at least 3 referees who can advise on the performance standards of previous projects undertaken.	“Referees”	Tick✓if attached <input type="checkbox"/>
---	-------------------	--

4) Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled “Subcontractors” provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	“Sub-contractors”	Tick✓if attached <input type="checkbox"/>

5) Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
Attach a financial profile for you and each of the other proposed contracting entities together with a list of financial referees and label it “Financial Profile” .	“Financial Profile”	Tick✓if attached <input type="checkbox"/>

6) Insurance Coverage

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “Insurance Coverage” . A copy of the Certificate of Currency is to be provided to the Principal within 7 days of acceptance.			“Insurance Coverage”	Tick✓if attached <input type="checkbox"/>
Type	Insurer - Broker	Policy No.	Value (\$)	Expiry Date
Public & Product Liability				
Worker’s Compensation				
Professional Indemnity				
Other (Specify)				

4.3 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Tenderer's shall note the following:

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

<p>Relevant Experience, expertise, project team and current capability Describe your experience in completing /supplying similar Requirements. Tenderer's must, as a minimum, address the following information in an attachment and label it "Relevant Experience":</p> <ol style="list-style-type: none"> i) Provide details of similar work (specifically high quality precinct level master planning); ii) Provide scope of the Tenderer's involvement including details of outcomes; iii) Provide details of issues that arose during the project and how these were managed; iv) Project Team structure-Names, functions and departments. v) Key Personnel Skills, experience and expertise (CV's to be provided) vi) Organisation's current capacity and capability. 	<p>25% Tick if Attached <input type="checkbox"/></p>
<p>Demonstrated Understanding Tenderer's should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <ol style="list-style-type: none"> i) Demonstrated understanding of the scope of work ii) Demonstrated understanding of the required scope by identifying the key issues and risks associated with delivering the project. 	<p>45% Tick if Attached <input type="checkbox"/></p>
<p>Methodology Tenderer's must address the following information and label it "Methodology"</p> <ol style="list-style-type: none"> i) Proposed methodology for this project to be completed on time. ii) Project delivery methodology and approach to achieve the requirements in Part 2 – Specification iii) Community engagement approach <p>Supply details and provide an outline of your proposed methodology in an attachment labelled "</p>	<p>30% Tick if Attached <input type="checkbox"/></p>

4.4 PRICE SCHEDULE

Tenderers must complete the following price schedule. Before completing the Price Schedule Tenderers should read the entire Request.

Item No.	Description	Amount \$	GST	Total Price incl. GST
1	Stage 1- Lump sum			
2	Stage 2 – Conceptual level lump sum subject to refinement and agreement via gateway approval by Elected Members			
3	Stage 3- Conceptual level lump sum subject to refinement and agreement via gateway approval by Elected Members			
	<u>Schedule of Rates:</u> Hourly rates to be provided for each stage for the purposes of variations			
	TOTAL PRICE			

A cost breakdown of the lump sum amount showing all components of the project is to be included in your submission.

The Principal may, at its discretion, disqualify any Tenderer from consideration if this breakdown is not supplied.

Company Name: _____

Address: _____

Signature: _____

Full Name of Tenderer (Block Letters): _____