



WESTERNPORT
WATER.

WESTERNPORT WATER

Trading name for

WESTERNPORT REGION WATER CORPORATION

ABN 63 759 106 755

REQUEST for TENDER

for

TENDER NAME:

KING ROAD STORAGE LAGOON – FUNCTIONAL DESIGN

TENDER NUMBER: 2011/06

Note to Tenderers:

Tenderers requesting tender documents by email shall register their contact details at westport@westernportwater.com.au to ensure receipt of Tender Addenda.

TENDERS CLOSE: 4.00pm Wednesday 7th December 2011 with

Managing Director

Westernport Water

2 Boys Home Road

NEWHAVEN, Victoria 3925

VERSION CONTROL	AUTHOR/DATE	REVIEW/COMMENT	DATE
Version 1, 1 st Draft	RMc 10/06/2011	SP,CB	
Version 2	RMc 1/07/2011	SP	25/10/2011
Version 3	RMc 28/10/2011	SP	4/11/2011
Final	7 th November 2011		

INDEX OF DOCUMENTS

The documents listed below and associated conditions of contract, contract specifications, schedules and drawings, whether attached hereto or not, constitute the Tender Documents.

The documents marked thus # are not included at tender stage but will be included in the Contract Documents.

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WESTERNPORT WATER

Trading name for

WESTERNPORT REGION WATER CORPORATION

ABN 63 759 106755

REQUEST for TENDER DOCUMENTS

for

TENDER NAME:

KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

TENDER NUMBER: 2011/06

PART A - CONDITIONS OF TENDERING

Note to Tenderers:

Tenderers requesting tender documents by email shall register their contact details at westport@westernportwater.com.au to ensure receipt of Tender Addenda.

REQUEST for TENDER DOCUMENTS

for

KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

PART A - CONDITIONS OF TENDERING

1 Background

Westernport Region Water Corporation (the "Principal") is seeking Tenders from consultants to undertake geotechnical surveys and evaluate alternative functional designs for the construction of an additional 400 ML winter storage lagoon capacity at the Principal's sewer treatment plant at the King Road Waste Water Treatment Plant (KRWWTTP) located at King Road, Corinella Victoria (the Services).

The following information on **Conditions of Tendering** is to be read in conjunction with the Principal's **Design Specification** contained in **Part B** of this request for tender. Where there is a conflict of information between clauses in the Design Specification and the information in these 'Conditions of Tendering', the 'Conditions of Tendering' shall take precedence.

2 Scope of Services

Full details on the scope of Services and the Principal's requirements are included in **Part B – Design Specification** of the Request for Tender documents

It is intended that the Consultant shall complete the Project to achieve Practical Completion before 31st March 2012.

3 Contract Type

All Services shall be provided in accordance with **Part C – Conditions of Contract** of this Request for Tender document. The contract is Australian Standard **AS4122-2010 General Conditions of Contract for Engagement of Consultants**. Westernport Region Water Corporation will be the Principal for this Contract.

4 Tender Submissions

The Tenderer shall include with their Tender the following:

- i) Completed Schedules in Part A – Conditions of Tendering
- ii) Australian Business Number (ABN) and proof of Registration for GST

All tenders shall be addressed to:

The Managing Director
Westernport Water
2 Boys Home Road
NEWHAVEN, Victoria 3925

5 Tender Timetable

The Principal advises Tenderers that the following timetable will apply for the tender process:

ACTIVITY	DAY	DATE
Advertise Request For Tender	Wednesday	16 th November 2011
Tender Closing Date	Wednesday	7 th December 2011
Tender Short List Interviews*	Wednesday	14 th December 2011
Announcement of Preferred Tender *	Monday	19 th December 2011

* Subject to Principal approval processes

6 Principal's Representative:

All Tenderer's enquiries during the tender period should be directed in the first instance to:

Mr Steven Porter, General Manager - Operations
Westernport Water
2 Boys Home Road, Newhaven, Victoria 3925
Telephone: (03) 5956-4123
Facsimile: (03) 5956-4101
E-mail: sporter@westernportwater.com.au

7 Tender Lodgement

Tenders may be lodged with the Principal by hand delivery, or by mail, or by e-mail or by facsimile (fax) as follows:

7.1 Hand Delivery and Mail Lodgement:		
Address of Tender Box	Tender Box, 2 Boys Home Road, NEWHAVEN, VICTORIA 3925	
Hours of access to Tender Box	8:30am – 5pm, Monday - Friday	
Lodgement Requirements	<p>2 Tenderers shall include an electronic copy of the submission</p> <p>3 It is the Tenderer's responsibility to ensure that mailed submissions reach the Corporation in sufficient time to enable Corporation staff to place them in the Tender Box before tender closing time.</p>	
7.2 Email Lodgement		
Address of Tender Box	tender@westernportwater.com.au	
Lodgement Requirements	<p>1. It is the Tenderer's responsibility to ensure that the e-mail is received in sufficient time for Corporation staff to print the documents and then place them in the Tender Box before the tender closing time.</p> <p>2. The Tenderer shall time/date stamp and post the original tender documentation to verify that the documents were emailed before the closing time.</p> <p>3. Confidentiality of emailed documents cannot be guaranteed</p>	
7.3 Facsimile Lodgement		
Address of Tender Box	Fax number 03 5956 4101	
Lodgement Requirements	<p>1. It is the Tenderer's responsibility to ensure that the fax is received in sufficient time for Corporation staff to place the documents in the Tender Box before the closing time.</p> <p>2. The Tenderer shall time/date stamp and post the original tender documentation to verify that the documents were faxed before the closing time.</p> <p>3. Confidentiality of faxed documents cannot be guaranteed</p>	
7.4 Label on Tender Submissions		
The information to be marked on Tender submissions including envelopes, email message headers and facsimile cover sheets	Tender Name:	King Road Storage Lagoon – Functional Design
	Tender Number:	2011/06
	Tender Closing Time/Date	4pm 7th December 2011

Failure to comply with these conditions will render the Tender non-conforming.

Tenders not lodged in the Tender Box by the designated tender closing time will not be considered by the Principal

8 Discrepancies in Tender Documents

Upon receipt of the Tender documents the Tenderer shall immediately check that all pages and attachments of the Specification and the accompanying documents have been received in legible form. If discrepancies exist the Tenderer shall at once notify the Principal. No claim will be recognised as resulting from failure to receive such documents in incomplete or illegible conditions.

If a Tenderer becomes aware of any discrepancies or omissions in the documents, they shall advise the Principal in writing of this as soon as possible but not later than the tender closing time.

9 Differences in Tender Words and Figures

Where there is any difference between prices or amounts quoted in words and in figures, then the words shall prevail.

In the event that documentation comprising the Contract contains any discrepancy or inconsistency then the order of precedence shall be;

- (i) Covering letters including any letter accompanying the tender, the form of tender, the letter of acceptance of the tender, and any Addenda issued to the Tenderers
- (ii) Specification
- (iii) Drawings
- (iv) The Conditions of Contract

10 Corrections

Any corrections made by Tenderers in any document forming part of their tender submission shall be made by ruling out the information to be omitted and inserting the correct information. The Tenderer shall initial all such corrections.

11 Information Made Available to Tenderers

The Principal will make available any information relevant to the Project. However, this information is owned by the Principal and may not be complete or current. It is the Tenderer's responsibility to confirm and acquire any outstanding information required to complete the Tender.

12 Tenderers to Inform Themselves Fully

If a Tenderer has any doubt as to the meaning of any portion of the Tender Documents they shall either:

- (i) ask the Principal for clarification, which clarification shall be valid only if issued in writing; or
- (ii) submit the Tender and include a statement of the interpretation upon which they rely

and on which his Tender has been prepared

Any clarification given pursuant to this clause may also be issued to all other prospective Tenderers.

13 Responsibility for Services

If in the opinion of the Tenderer, any specified details of the proposed Services or programming are likely to prevent them from, or prejudice them in fulfilling any of their obligations under the Contract, they shall submit details thereof with their tender, shall tender primarily in accordance with the Specification, and shall submit price variations and full details of the changes they suggest.

14 Tendering Considerations

14.1 Rise and Fall

The calculation of prices for this tender shall exclude rise or fall adjustments in cost unless otherwise stated in *Part C - Conditions of Contract, Annexure Part A* to this Request for Tender.

14.2 Monthly Payment Arrangements

Tenderers shall allow for progress payment claims to be processed monthly and payments to be made within thirty (30) days of approval of the claims unless described otherwise in Part C of the Request for Tender documents.

14.3 Tender Validity Period

The tender shall remain valid and open for acceptance for a period up to ninety (90) days after the tender closing date.

15 Assessment of Tenders Received

An analysis of the tender will be undertaken based on the information provided in the tender documents, the information obtained at interviews and information obtained from referees and other official sources.

16 Tender Evaluation Criteria

The Principal will evaluate tenders based on a the basis of how adequately they meet the requirements for the Project as outlined in the Request for Tender

The intent of the evaluation criteria is to ensure that the Principal selects the tender that offers best value for money.

Each tender shall be scored for how well it meets each requirement on a scale of 0 to 5 (with 5 being the best score).

The Principal has established weightings for each requirement. The weighting shall be applied to each score to give an overall score for each requirement.

Tenderers shall note that in this tender the following weightings will be applied to the information submitted in the tender responses:

Tender Criteria	Weighting %
Experience, References	25
Fees	75
Total	100

The Successful Tender will be the tender that achieves the highest score.

17 Alternative Tenders

An alternative, non conforming tender may be submitted and will receive consideration provided a conforming tender is also submitted by the Tenderer. The Tenderer shall provide information to adequately describe the alternative tender and submit any further information that the Principal requests for the purpose of assessing the alternative tender.

The Tenderer shall clearly state the benefits associated with the alternative tender. There shall be significant advantage to the Principal and a sound basis for the alternative proposal if an alternative tender is to be accepted.

Alternatives will be assessed by using the same criteria as for the conforming tenders.

18 Informal Tenders

Any Tender may be rejected which does not comply with the requirements of or which contains provisions not required by the Request for Tender documents.

19 Acceptance of Tender

It is anticipated that notification to the successful Tenderer will occur in writing on the date listed in Section 5. Following the Principal's acceptance of the tender the Successful Tenderer shall execute the Contract and return it to the Principal for execution.

The Principal will not be bound to accept, designate or nominate the lowest or any tender for this Contract.

20 Document Ownership and Record Keeping

Documents that comprise the Tender submission will become the property of the Principal, and shall be stored by both the Tenderer and the Principal for the period of time specified in **Section 12 Public Records Act 1973** (PROV).

REQUEST for TENDER DOCUMENTS**for****KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN**

21 TENDERING FORMS and SCHEDULES

The documents upon which the Tenderer is to tender are all the documents contained in Part A, Part B and Part C of this Request for Tender.

The documents that shall be completed by the Tenderer and which will form part of the executed Contract are:

- Schedule 1: Tender Form
- Schedule 2: Schedule of Prices
- Schedule 3: Schedule of Rates for Variations
- Schedule 4: Schedule of Key Personnel, Sub- Consultants and Experience
- Schedule 5: Tenderer's OHS Management System Questionnaire
- Schedule 6: Not Used
- Schedule 7: Tenderer's Quality Assurance System
- Schedule 8: Tenderer's Environmental Management Systems
- Schedule 9: Tenderer's Project Management Plan
- Schedule 10: Tenderer's Evidence of Insurances
- Schedule 11: Letter of Acceptance[#]
- Schedule 12: Form of Formal Instrument of Agreement[#]

Note: Tenderers shall complete all the Tender forms, except those marked [#], and lodge them as per Clause 7 of these Conditions of Tendering.

REQUEST for TENDER DOCUMENTS

For

KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

SCHEDULE 1: TENDER FORM

Name of Person(s)			
Name of Company			
At Address			
ABN			
	Hereby tender(s) to perform the work for Westernport Region Water Corporation ABN 63 759 106 755		
Description of Project	Tender No. 2011/06 KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN		
For the Lump Sum of: (GST Exclusive)	Words		
	Figures \$		
List Documents	All documents, including tender forms, specifications, drawings and contract conditions detailed in the Request for Tender, King Road Storage Lagoon – Functional Design, Tender No. 2010/06.		
If the Tenderer is a firm the full names of two (2) the individual members of the firm shall be stated here and signed below			
Dated This		Day of	2011
Signature(s) of Tenderer			

REQUEST for TENDER DOCUMENTS

For

KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

SCHEDULE 2: SCHEDULE of PRICES

Item	Description	Amount (\$) ex GST
1.	Geotechnical Survey, Soil Analysis, Hydro geological assessment	
2.	Design Option analysis	
3.	Preparation of Functional Design Brief for Preferred Option	
Total Amount		

Note:

- (i) The GST exclusive Total Tender Amount is to be transferred to the Tender Form.
- (ii) Payment Claims under the Contract shall be based on the breakdown of the lump sum price of the tender as stated in this Schedule.
- (iii) Each item shall be separately priced and in ink. Tenders, in which items and prices are grouped together, may not be considered.
- (iv) All prices to be in Australian dollars exclusive of GST.
- (v) General obligations, overheads, profit, liabilities and the cost of complying with the provisions of the Conditions of Contract, where not separately itemised in the Schedule shall be deemed to be included in all prices given.

REQUEST for TENDER DOCUMENTS

for

KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

SCHEDULE 3: SCHEDULE of RATES for VARIATIONS

1. The Tenderer is required to state its labour charges per hour for the various classifications of personnel it proposes to use on the Project
2. All rates shall to be in Australian dollars exclusive of GST.
3. All rates and charges shall include on-costs and all associated allowances, including allowances for profit and overheads.
4. The rates, charges and on-costs set out in this Schedule will be used to determine the value of Variations as described in the ***Conditions of Contract in Part C***

Name of Personnel	Title	Rate(\$/hr) Excl GST

REQUEST for TENDER DOCUMENTS

for

KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

SCHEDULE 4: KEY PERSONNEL, SUBCONSULTANTS, EXPERIENCE & REFEREES

Tenderers are required to submit details of their proposed Key Personnel, the parts of the works that will be performed by sub-contractors and the Tenderers relevant experience in the following tables.

Tenderers shall also provide a chart of their company structure showing how the relevant personnel are included in the company structure.

Schedule 4.1: Key Personnel

The Tenderer shall describe the specific classification and skills of their team members who are deemed necessary to be engaged on the Project.

Role	Name of Person (Qualifications, Experience, Professional Affiliations or CV)	\$/Hour (Excl GST)

Schedule 4.2: Nominated Sub-Consultants, Suppliers, Consultants

The Tenderer is required to nominate those parts of the Project it proposes to subcontract and details of the Sub-consultants it proposes to engage:

Work/Role Sub-Contracted	Sub-Consultant, Supplier, Consultant	Contact Person	Contact Person Phone

Schedule 4.3: Experience and Referees

The Tender shall provide a list of recent projects of a similar nature it has undertaken and provide names and contact details of three (3) referees for the Tenderer's company and the sub-contractors:

Tenderer's Client	Project Description	Referee	Phone No
Sub-Consultant's Clients	Project Description	Referee	Phone No

REQUEST for TENDER DOCUMENTS**For****KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN**

SCHEDULE 5: TENDERER'S OHS MANAGEMENT SYSTEM QUESTIONNAIRE

Tenderers shall complete the certification schedule and the questionnaire on the following pages. This questionnaire forms part of the tender evaluation process.

The objective of the questionnaire is to provide an overview of the status of the Tenderers' OHS Management System and shall form the basis of audits during the Project. Tenderers shall be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

TENDERER OHS CERTIFICATION

Certification	
The information provided in this questionnaire is an accurate summary of the Tenderer's OHS Management System.	
Tenderer's Name:	
Status of Health & Safety Management System (please tick as appropriate)	
<input type="checkbox"/> Pre-qualified Department of Infrastructure Construction Supplier Register (DOI)	
<input type="checkbox"/> <input type="checkbox"/> Pre-qualified VicRoads Registration Scheme	
<input type="checkbox"/> <input type="checkbox"/> 3 rd Party Accredited OHSMS (specify.....)	
Provide a copy of current certificate of accreditation	
<u>If any of the above apply, then complete only Parts 6.3 and 7 of the questionnaire</u>	
<u>If none of the above apply, then complete all items of the questionnaire</u>	
<input type="checkbox"/> Assessment of Tenderer's system to be made by Westernport Water	
Signed:	Name:
Position:	Date:
Contract Details	
Contract Name: King Road Storage Lagoon – Functional Design	Contract Number: 2011/06

TENDERER OHS MANAGEMENT SYSTEM QUESTIONNAIRE

		Yes	No
1	OHS Policy and Management		
1.1	Is there a written OHS policy?		
	<i>If yes provide a copy of policy. Comments.</i>		
1.2	Has the Consultant previously had an OHS Management System certified/accredited by a recognised independent authority (eg: SafetyMAP, NSCA, etc)?		
	<i>If Yes provide details</i>		
1.3	Is there an OHS Management System manual or plan?		
	<i>If yes provide a copy of contents page(s). Comments</i>		
1.4	Are OHS responsibilities clearly identified for all levels of staff?		
	<i>If Yes provide details:</i>		
2	Safe Work Practices and Procedures		
2.1	Has the Consultant prepared safe operating procedures or specific safety instructions relevant to its operations?		

		Yes	No
	<p><i>If yes, provide a summary listing of procedures or instructions.</i> <i>Comments</i></p> <p>.....</p> <p>.....</p> <p>.....</p>		
2.2	<p>Does the Consultant have any permit to work systems?</p>		
	<p><i>If Yes, provide a summary listing or permits:</i></p> <p>.....</p> <p>.....</p> <p>.....</p>		
2.3	<p>Is there a documented incident investigation procedure?</p>		
	<p><i>If Yes provide a copy of a standard incident report form.</i></p>		
2.4	<p>Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the Consultant or supplied to the Consultant?</p>		
	<p><i>If Yes, provide details</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
2.5	<p>Are there procedures for storing and handling hazardous substances?</p>		
	<p><i>If Yes, provide details</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
2.6	<p>Are there procedures for identifying, assessing and controlling risks associated with manual handling?</p>		

		Yes	No
	<p><i>If Yes, provide details</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
3	OHS Training		
3.1	<p>Describe how OHS training is conducted in your organisation</p> <p>.....</p> <p>..</p> <p>.....</p> <p>.....</p> <p>.....</p>		
3.2	<p>Is a record maintained of all training and induction programs undertaken for employees in your organisation?</p> <p><i>If Yes, provide examples of safety training records</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
4	OHS Workplace Inspection		
4.1	<p>Are regular OHS inspections at worksites undertaken?</p> <p><i>If Yes, provide details:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
4.2	<p>Are standard workplace inspection checklists used to conduct OHS inspections?</p>		

		Yes	No
	<p><i>If Yes, provide details or examples:</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
4.3	<p>Is there a procedure by which employees can report hazards at workplaces?</p>		
	<p><i>If Yes, provide details</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
5	OHS Consultation		
5.1	<p>Is there a workplace OHS committee?</p>		
.2	<p>Are employees involved in decision making over OHS matters?</p>		
	<p><i>If Yes, provide details</i></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
5.3	<p>Are there employee elected representatives?</p>		
	<p><i>Comments</i></p> <p>.....</p> <p>.....</p> <p>.....</p>		

		Yes	No
6	OHS Performance Monitoring		
6.1	Is there a system for recording and analysing OHS performance statistics?		
	<i>If Yes provide details:</i>		
6.2	Are employees regularly provided with information on your organisation's OHS performance?		
	<i>If Yes, provide details:</i>		
6.3	Has the Consultant ever been convicted of an occupational health and safety offence?		
	<i>If Yes, provide details:</i>		
7	References for OH&S		
7.1	Please provide information for three (3) recent projects in the table below which the Principal will contact for reference purposes		
		Project 1	Project 2
		Project 3	
	Contract Description		
	Client name		
	Client Contact		
	Client Phone No		
	Number of person days on contract		
	Number of lost time injuries		
	Total person days lost due to injuries		

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KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

**SCHEDULE 6: TENDERER'S OCCUPATIONAL HEALTH AND SAFETY
MANAGEMENT SYSTEM**

Tenderers shall provide their company Occupational Health and Safety Management System with the Tender response including evidence of any accreditations for the system (eg AS/NZ 4801 OH&S Management System).

REQUEST for TENDER DOCUMENTS

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KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

SCHEDULE 7: TENDERER'S QUALITY ASSURANCE SYSTEM

Tenderers shall provide their company Quality Assurance System with the Tender response including evidence of any accreditations for the system (eg AS/NZS ISO 9001 Quality System).

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KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

SCHEDULE 8: TENDERER'S ENVIRONMENTAL MANAGEMENT SYSTEM

Tenderers shall provide their company Environmental Management System with the Tender response including evidence of any accreditations for the system (eg AS ISO 14001 Environmental System).

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KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

SCHEDULE 9: TENDERER'S PROJECT MANAGEMENT PLAN

Tenderers shall provide details of their company Project Management System with the tender.

(To be inserted after the Contract is awarded)

The Successful Tenderer shall be required to establish a detailed Project Management Plan specific to the Project which shall be submitted to the Principal's Representative for review within two weeks of the date of the Letter of Acceptance of the Tender.

REQUEST for TENDER DOCUMENTS**For****KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN**

SCHEDULE 10 – TENDERER'S INSURANCE POLICIES

The Tenderer is required to provide evidence and currency of its insurance policies in the following table.

Insurance Type	Insured Amount (\$)	Expiry Date	Insurer
Public Liability			
Professional Indemnity			
Workers' Compensation (Work Cover)			
Long Service Leave & Superannuation			

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KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

SCHEDULE 11: LETTER OF ACCEPTANCE#

Letter of Acceptance (Not Attached)

(To be inserted, when Contract is awarded)

SCHEDULE 12: FORM of FORMAL INSTRUMENT OF AGREEMENT#

Form of Formal Instrument of Agreement AS 4950-2006 (Not Attached)

(To be inserted, when Contract is awarded)

**WESTERNPORT WATER**

Trading name for

WESTERNPORT REGION WATER CORPORATION**ABN 63 759 106755****PART B – DESIGN SPECIFICATION****KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN**

This document contains the Specification for the Design Services to be provided by the Consultant for analysis of functional design options that will increase the winter storage lagoon capacity at the King Road Waste Water Treatment Plant (KRWWT) at Corinella, Victoria (the Project) by an additional 400ML.

The Specification contains requirements for the content of various plans, programs, procedures, reports and notifications to the Principal's Representative at different phases and times of the Project. These requirements will be used as "Performance Standards" that the Consultant shall meet in order to achieve satisfactory completion of the Project.

The Principal's Representative shall assess the performance of the Consultant in meeting all of these requirements.

The Principal's Representative will notify the Consultant of failure(s) to meet Performance Standards and require the Consultant to advise the Principal's Representative of the steps, time and processes to be taken to remedy the failure to perform.

If the failure to perform is of a serious or continuous nature, the Principal's Representative reserves the right to notify the Consultant of a breach of contract.

REQUEST for TENDER DOCUMENTS

For

KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

PART B – SERVICES SPECIFICATION

B1 GENERAL

This **Part B – Services Specification** describes the scope of services required by the Project and the standards applicable to the surveys, investigations, analysis and reporting of the Project outcomes.

1.1 Project Overview

The Principal is responsible for the provision of water supply and sewerage services to nearly 15,000 water and 14,000 sewerage customers located generally along the eastern side of Western Port, south east of Melbourne.

The Principal's region includes the mainland town areas of The Gurdies, Pioneer Bay, Grantville, Coronet Bay, Corinella, Bass, San Remo, Kilcunda, Daylston, Archie's Creek and the Phillip Island towns of Newhaven, Cape Woolamai, Sunset Strip, Surf Beach, Smiths Beach, Wimbledon Heights, Rhyll, Ventnor, Silverleaves and Cowes. The region also includes the interlinking farming areas which mainly support grazing and some horticulture.

The region is a major tourism destination for up to 3 million visitors from interstate and overseas each year. During the summer holiday period from December to February the population increases to over 50,000 on Phillip Island compared to a regular resident population of about 8,000 people.

The Principal's facility at KRWWTP is located on land fronting King Road Corinella. The plant collects and treats sewage from the towns of Corinella, Coronet Bay, Grantville, Tenby Point and Pioneer Bay. The treated effluent is stored on site in two lagoons, comprising a 200ML winter lagoon and an 85ML maturation lagoon, before being used in the summer months for irrigation purposes on 60.84 ha of the site.

The recent wet weather events of 2010 and 2011 resulted in the accumulation of stored treated effluent reaching the limit of on-site storage capacity.

The Principal requires the construction of an additional 400ML winter storage lagoon capacity to increase the on-site effluent storage to a volume that will reduce the future risk of exceeding storage capacity. The plans for the additional lagoon capacity must be developed in accordance with the requirements and design guidelines of the Victorian Environment Protection Authority (EPA).

The layout of the King Road site is shown on aerial photos contained in **Appendix 1**.

1.2 Consultant's Performance Measures

The issues that shall be included in the measurement of the Consultant's performance are described below in **Section B2 PROJECT REQUIREMENTS**.

The Principal requires the Consultant to provide timely, accurate and concisely stated advice where required in the Project Requirements as well as provision of documentation to the relevant standards stipulated by the Consultant's professional association.

In particular the Consultant shall schedule regular design meetings with the Principal's Representative to consider and assess:

- i) A list of proposed design options for further investigation
- ii) The proposed method and criteria to be used in assessing and ranking design options, including but not limited to
 - (a) The range of future lagoon siting options considering the implications of the existing lagoon construction and its current condition, the hydrogeological conditions, the water table levels, the water course, and sub-soil conditions on the choice of options for additional lagoon storage options
 - (b) The rationale for selecting lagoon siting options and the need to maximise available irrigable pasture land
 - (c) The determination of the lagoon construction method for each option to meet the geological, hydrogeological and environmental needs of the site
 - (d) The preparation of indicative cost estimates for each design option and construction timetables, including the potential for staged implementation of additional lagoon storage
- iii) The preparation of a final comparison report of all designs, and a ranking of preferences
- iv) The preparation of a functional design brief for the preferred design option(s).
- v) Achievement of Practical Completion on or before 31st March 2012.

B2 PROJECT REQUIREMENTS

The Consultant shall be responsible for the collection and assessment of all data required to compare functional design options for an additional 400ML lagoon storage capacity and the provision of all skills and labour required to document designs, prepare construction cost estimates and prepare construction timelines of all design options.

2.1 Project Data

The additional waste water storage lagoon will be constructed at the KRWWTP, and details of the property and the existing winter storage lagoon are shown in the **Appendix 2 and Appendix 3**.

The following data is indicative of the material that shall be used for the Project. As per the advice in **Part A Clause 12** of this Request for Tender, the data presented below may not be complete or current.

The Principal has undertaken a balanced water modelling exercise to confirm the desired additional lagoon size.

2.1.1 Existing KRWWTP Site

The property consists of two parts.

The western most portion of the site contains:

- (i) The treatment plant
- (ii) An 85ML maturation pond
- (iii) A 200ML winter storage lagoon
- (iv) Pivot irrigation areas

The eastern portion of the site is known as Webster's and is currently all used for grazing purposes. There is no developed infrastructure on this portion of the property. This land does contain a portion of Guys Creek which is a declared water way.

The Consultant shall have access to the Principal's drawings of the existing 200ML lagoon and a land contour survey of the property.

2.1.2 Existing Maturation Pond

The future development of the KRWWTP site will involve reducing the size of the maturation pond from 85ML to 20ML. The additional winter storage includes the make-up amount of 65ML of reduced capacity of the maturation pond.

2.1.3 Ground Water Data

The site sits above a low lying groundwater table and a lower level aquifer. There is evidence at the maturation pond that the ground water level may be above the natural surface levels in wet periods. There is one bore on the site at the King Road boundary of Webster's and several nearby bores. The Consultant shall be provided with flow data from relevant Groundwater bores upon request to the Principal's Representative.

2.1.4 Project Design Options

The Consultant shall provide design options for an actual increase in winter lagoon storage of 400ML. This volume includes the replacement of 65ML of maturation pond storage.

The Principal requires the following design options to be investigated as part of the Project:

- (i) Extend the existing lagoon to the north (through an area of spoil created from the construction of the existing lagoon)
- (ii) Extend the lagoon to the south and relocate the site access road
- (iii) Extend the lagoon vertically
- (iv) A combination of the above
- (v) Construct a new lagoon on the Webster's land immediately east of the existing lagoon (along the ridge)
- (vi) Construct a new lagoon in the low lying area of Webster's land
- (vii) A combination of extending the existing lagoon and constructing a new lagoon on Webster's land

The Consultant may suggest and analyse more design options that are deemed to be feasible.

All options shall include assessments of pump-in arrangements for receipt of treated effluent and pump-out requirements to ensure that all stored water is able to be used for irrigation purposes.

The impacts on other infrastructure, such as diverting access roads, will also be included in the design options analysis.

The design analysis shall also include an assessment on the loss of irrigable land.

All options shall be assessed for their ability to be constructed in stages, including any additional costs, with the first stage being 200ML (which includes the replacement of the maturation pond storage) and the second stage being the balance of extra storage needs.

The cost of providing more irrigation equipment, such as pivot point irrigators and land levelling, shall not be included in the analysis.

2.2 Project Scope

The Scope of the Project shall be inclusive of, but not necessarily limited to, the following:

- (i) Collection and analysis of sub-soil samples from a sufficient number of bore-logs to determine the type of materials that will be found at all design option sites, and an assessment of their suitability for earthen wall construction
- (ii) Collection and analysis of storm water, hydrogeological and groundwater data across the property at the sites that may be considered for design options, to ensure that all design options protect the beneficial use of the Corinella aquifer, do not interfere with the flood plain of Guy Creek or other overland flow paths, and are not adversely affected by the water table
- (iii) Determination of lagoon siting criteria based on optimising irrigable land area on the property
- (iv) Determination of lagoon siting criteria in consideration of the need to minimise the cost of importing fill material and in consideration of achieving “balanced cut and fill” if practicable.
- (v) Determination of lagoon siting criteria in consideration of causing no disruption to underground water tables, aquifers or water courses
- (vi) Determination of lagoon siting criteria in consideration of existing and future pump-in/pump-out arrangements, in particular where an option involves construction of a new lagoon, the siting of the new lagoon shall consider the methods to be used to fill the new lagoon and to discharge its water for on-site irrigation purposes.
- (vii) Preparation of sufficiently detailed engineering drawings and other documentation showing the proposed methods of construction of each design option including consideration of the best form of lagoon lining, sub surface drainage control, embankment profiles, embankment erosion protection, and treated effluent inflow methods, and lagoon pump-out outlet details
- (viii) Preparation of estimates of the cost and time of construction for each design option
- (ix) Evaluation of the potential for each design option to be implemented in stages, including a Risk assessment of each option for construction, environmental and operational risks
- (x) Preparation of a functional design brief for the preferred design option to enable the Principal to incorporate it into a future Design and Construction Request for Tender

B3 INFORMATION, REPORTS AND PROGRAMS

3.1 Information at Commencement

The Consultant shall meet with the Principal's Representative at the Commencement of the Project to ensure that all data and any other resources required by the Consultant to undertake the Project are available to the Consultant.

The Principal's Representative will provide the data and make the resources available to the Consultant within ten (10) days of the meeting or at such other time/s as agreed between the Consultant and the Principal's Representative.

The Consultant shall comply with the Principal's Representative's conditions for the Consultant's access to the Principal's electronic data base.

3.2 Project Program Requirements

Within two (2) weeks of the date of the Letter of Acceptance of the Tender the Consultant shall provide a detailed Project Management Plan to the Principal's Representative for review which includes:

- (i) The Project Program;
- (ii) A forecast of monthly invoices from start date to Project Completion

The Project Program shall be in the form of a Gantt chart and shall include dates for starting and completion of the various activities including the planned date for Practical Completion of the Project:

The Program shall be updated by the Consultant when requested by the Principal's Representative or, as a minimum every four (4) weeks, to ensure that the Principal's Representative has available the following at all times:

- (i) The current status of the Project.
- (ii) The agreed program of future work, including the Consultant's proposed action to complete the Project on time.
- (iii) Action to be taken to avoid foreseeable delays.

Where the Principal's Representative requires changes to the Program the Principal's Representative will give the Consultant 7 days notice in writing to make the changes to the Program, and the changes to the Program shall be implemented at no extra cost to the Principal.

3.3 Progress Reporting

Fortnightly Progress Meetings shall be held between the Consultant and the Principal's Representative during the Project to ensure the Project is proceeding on schedule to achieve the Principal's objectives.

At these meetings the Consultant's representative shall provide:

- (i) a written status report
- (ii) a list of all matters requiring a direction from the Principal's Representative to ensure that the Project can continue without unnecessary delays, and
- (iii) make a record (minutes) of the meeting and distribute the minutes to all persons attending the meeting

B4 PROJECT PROCEDURES

4.1 Project Certification

The Consultant or Consultant's Representative, shall have appropriate experience in the conduct of geological surveys, soil analysis, hydro-geological studies, earth wall dam design, and tender documentation and shall certify that the investigations and design of the Project have been prepared by a suitably qualified individual(s).

4.2 Project Plan

The Consultant shall submit a Project Plan within two (2) weeks of date of the Letter of Acceptance of the Tender. The Project Plan shall indicate the investigations to be undertaken, and list the documents to be prepared and submitted to the Principal's Representative and indicate the expected duration of each Project activity.

4.3 Project Staging

The project shall be undertaken in stages and the Consultant shall not proceed with a stage of the project without obtaining the Principal's Representative's approval to proceed. The following stages shall apply to this Project.

4.3.1 Project Brief

This phase of the Project shall not exceed two (2) weeks from the time of Commencement. During this initial phase the Consultant shall complete investigations of all data available and relevant to the completion of the Project.

On completion of this phase the Consultant shall submit the Project Brief to the Principal's Representative for review and request approval to proceed with the next stage of the Project.

4.3.2 Geological and Hydrogeological Investigation and Analysis

The Consultant shall undertake all soil tests to establish the suitability of site materials for use in the excavation placement and compaction of materials for use in the construction of a watertight and weather proof earthen dam.

Completion of this detailed assessment and analysis phase shall occur when most issues associated with the data analysis are 85% complete.

The documentation shall include all data used in the analysis, the analysis processes, any assumptions, and the anticipated conclusions of the analysis.

The Consultant shall not proceed with the next phase of the project until the Principal's Representative approves the detailed assessment and analysis.

4.3.3 Lagoon Siting Options

In this phase of the Project the Consultant shall use the results of the geological and hydro-geological investigations, existing conditions plans, the site contour surveys, land best suited to irrigation and any other data deemed relevant by the Consultant to determine the options for the

site of the proposed additional lagoon storage, and to document the key elements of each design option.

Completion of this phase shall occur when design criteria and design briefs associated with the data analysis are 85% complete.

The documentation shall include all data used in the option analysis, the analysis processes, and any assumptions made in the analysis.

The Consultant shall not proceed with the next phase of the project until the Principal's Representative approves the design criteria and briefs.

4.3.4 Assessment of Lagoon Siting Options

In this phase of the Project the Consultant shall evaluate all options in terms of ability to be staged, estimated construction cost and construction timeframe using the evaluation criteria developed in the Project Brief.

Completion of this assessment phase shall occur when the comparative analysis is 85% complete, and when the Principal and the Consultant agree on the preferred option.

The Consultant shall not proceed with the next phase of the project until the Principal's Representative approves the detailed assessment and analysis of Options.

4.3.5 Functional Design Brief

The Consultant shall prepare a Functional Design Brief for the preferred Option in a format suitable for incorporation into the Principal's Request for Tender for a Design and Construction tender. The successful Tenderer shall be required to complete the design and obtain all relevant approvals before commencing construction of the additional lagoon storage.

The Consultant shall review the design standards used in the existing 200ML winter lagoon and recommend acceptance or modification of this design in consideration of current engineering and environmental "best practices" for the construction of the additional storage lagoon.

At the Completion of this phase, the quantity and quality of the design documentation shall be sufficient to enable the Principal to advertise for tenders for the design and construction of the lagoon.

4.4 Work by Others

The Principal has completed a feature and contour survey of the Webster's land part of the KRWWTP site. This work was undertaken by Wayne Mitchell Surveying in July 2011.

The levels and layout of the existing winter lagoon – as constructed – are attached in **Appendix 1**.

4.5 Project Standards

The Consultant shall undertake activities of the Project to comply with all relevant Australian Standards, current versions of all Water Services Association of Australia Codes and Standards, the EPA standards, the Principal's Standards and this Specification.

The Consultant shall submit a list of all relevant standards with the Project report in the **Project Brief** phase.

If any requirements of this Specification conflict with any Code or Standard requirements, then the requirements of this Specification shall apply. Wherever a Standard or Code is specified herein, it shall mean the latest edition and /or amendments of that Standard or Code at the date of commencement of design works.

The Consultant shall seek clarification from the Principal's Representative in the event of a conflict between Standards.

4.6 Project Documentation

Drawings shall be presented and submitted to the Principal, unless otherwise approved, in accordance with the following:

- (i) Contain the following information:
 - (a) Name of Owner - Westernport Water
 - (b) Name of Project - (e.g. King Road Additional Storage Lagoon)
 - (c) Date of Preparation of Drawing, or revision
 - (d) Description to which drawing refers
 - (e) Drawing Number, drawing revision number
- (ii) Be in hard copy (two paper copies in A3 size) and in digital copy (two copies on CD in AutoCAD and PDF format)

Other Project documents shall be in Microsoft Office XP in hard copy and digital form.

B5 PROJECT MANAGEMENT SYSTEMS

5.1 Compliance Monitoring

The Principal's Representative may from time to time undertake monitoring activities to determine the degree of compliance of the Consultant with the requirements of the Contract and the Project Plan.

The Principal's Representative reserves the right to extend the monitoring activities to include any sub-contractor engaged by the Consultant.

In the event that an activity or product has been identified as not complying with the requirements of the Contract as a result of monitoring activities undertaken by the Principal's Representative or its agents, the Consultant shall respond in writing within 5 business days of written notice indicating the corrective action/s taken to resolve the non compliance. The Consultant shall be responsible for all corrective action costs.

5.2 Contract Records

The Consultant shall maintain records of the Project in accordance with the standards of **Section 12 Public Records Act 1973**.

The records of the Project are defined as all reports, plans, drawings, specifications, work method plans, safety plans, environmental plans, quality plans, programs, meeting minutes, instructions from the Principal's Representative, requests for information from the Consultant, Variation Orders, authority permits and approvals and any other written or electronic records issued to the Principal's Representative during the Project.

The Consultant shall be responsible to create, store, and secure the records so that they are accessible to the Principal's Representative during the Project.

At the completion of the contract, the Consultant shall supply the Principal's Representative with all records created up to the time of Practical Completion.

These documents shall then become the property of the Principal.

The Consultant shall securely store a copy of all records for a period of 7 years from the date of completion of the Project.

B6 PRACTICAL COMPLETION CRITERIA

Before requesting a Certificate of Practical Completion from the Principal's Representative the Consultant shall ensure that the Project complies with the following conditions:

- (i) All activities defined in the Project Scope have been completed
- (ii) There are no outstanding issues requiring Consultant rectification following presentation of the Final report
- (iii) All reports and documentation have been provided to the Principal's Representative

Practical Completion in respect of the Project is achieved if the Principal's Representative is satisfied that the above conditions have been met, and the Principal's Representative will then issue a certificate of Practical Completion to the Consultant.

Appendix A RELEVANT PLANS AND DRAWINGS

This Appendix contains the following plans:

A1: King Road WWTP Site Aerial Photos

A2: King Road WWTP Existing Winter Storage lagoon 200ML

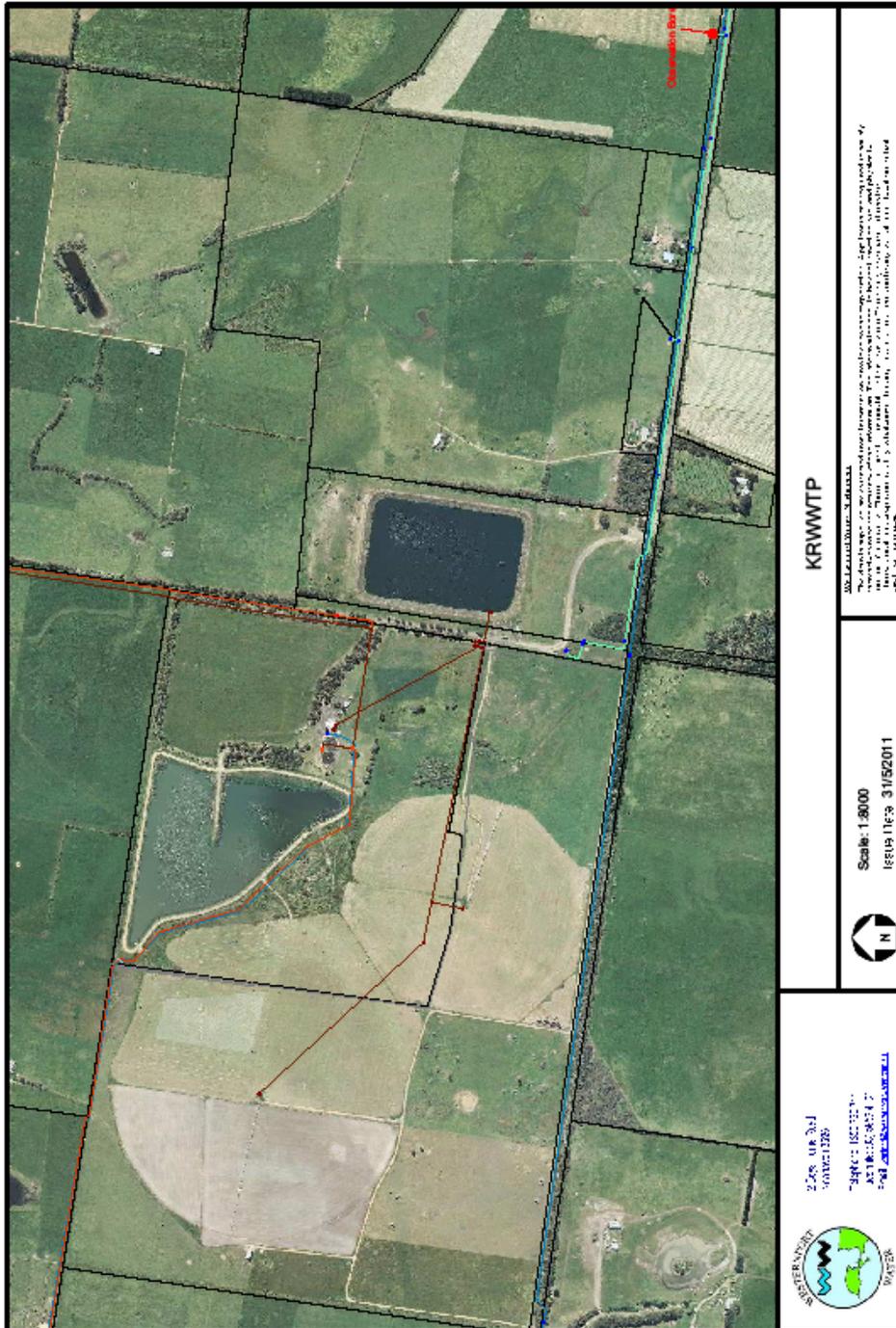
A3: Contour Plan of the property

Tenderers Note: All plans will be separately included with the tender documents as PDF files with contained comments where applicable.

A1: King Road WWTP Site Aerial Photos

This photo shows the existing King Road infrastructure comprising:

1. Irrigation areas
2. Maturation pond
3. 200ML Winter storage Lagoon



KRWWTTP

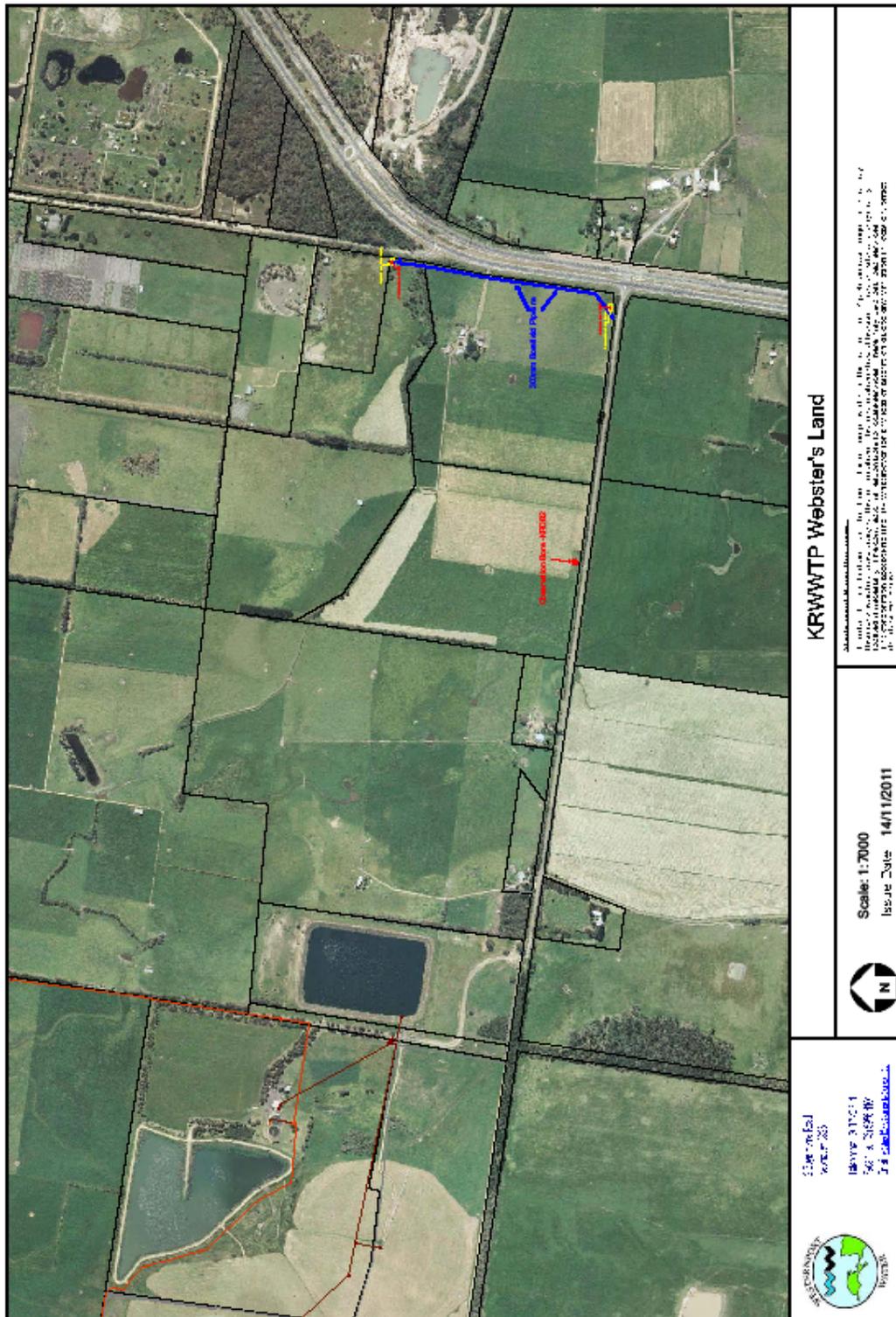
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Scale: 1:5000
 Issue Date: 31/5/2011

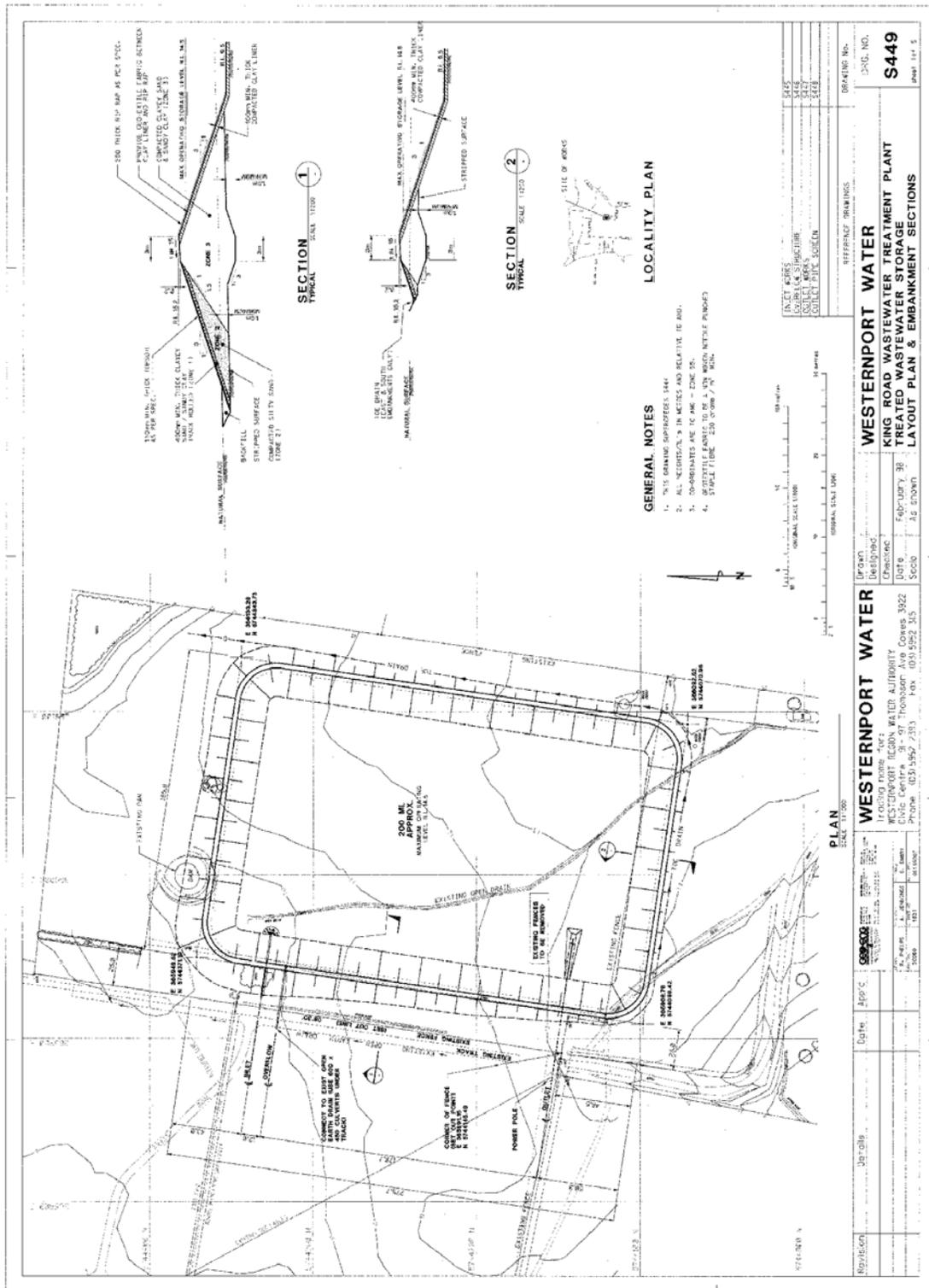


2.28 08/3/11
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 04/04/11

This photo shows the eastern portion of the KRWWTP which includes the Webster's land which is almost entirely grazing pastures, and the location with respect to Bass Highway.



A2: King Road WWTP Existing Winter Storage lagoon 200ML



5449



WESTERNPORT
WATER.

WESTERNPORT WATER

Trading name for

WESTERNPORT REGION WATER CORPORATION

ABN 63 759 106755

PART C – CONDITIONS OF CONTRACT

REQUEST for TENDER DOCUMENTS

for

KING ROAD STORAGE LAGOON - FUNCTIONAL DESIGN

The Conditions of Contract that will apply to this Project are ***AS4122-2010 General Conditions of Contract for Engagement of Consultants***. The successful Tenderer will be required to execute a contract with the Principal which contains these Conditions of Contract before commencing the Project.

The Conditions of Contract are not attached to the Request for Tender documents but are available on request from the Principal's Representative during the tender period.

The Preferred Tenderer will be required to complete the following forms prior to the execution of the Contract;

Annexure Part A to AS 4122-2010

The completed forms will form part of the Contract.

ANNEXURE PART A to General Conditions of Contract for Engagement of Consultants AS4122 – 2010

ANNEXURE to the Australian Standard General Conditions of Contract for Engagement of Consultants		Part A
<i>Item</i>		
1	The <i>Brief</i> is comprised in the following documents: (Clause 1)	Request For Tender “ King Road Storage Lagoon – Functional Design ” dated 7 th November 2011
2	(a) The <i>Client</i> or Principal is: (Clause 1)	Westernport Region Water Corporation ABN 63 759 106 755
	(b) The <i>Client's</i> or Principal's address is:	2 Boys Home Road NEWHAVEN, VICTORIA, 3925
3	(a) The <i>Consultant</i> is: (Clause 1) ACN..... ABN.....
	(b) The <i>Consultant's</i> address is:
4	The law applicable is that of the State or Territory of: (Clause 1)	Victoria
5	The <i>Contract documents</i> are: (Clause 2)	1 These General Conditions of Contract 2 The Brief being the documents stated in Item 1.3
6	(a) If required by Clause 3(b), the <i>Consultant</i> shall submit a <i>Program</i> for carrying out the <i>Services</i> : (Clause 3(b))	Yes
	(b) If yes, the <i>Program</i> shall be in the following form: (Clause 3(b))	Microsoft Office Project or Microsoft Office Excel
	(c) If yes, the <i>Program</i> shall be submitted at the following time: (Clause 3(b))	Within two (2) weeks of date of letter of Acceptance

7	Key personnel: (Clause 3(g))	Name	Work to be carried out
	
	
	
	
8	Fees and charges to satisfy <i>Legislative Requirements</i> payable by the <i>Consultant</i> . (Clause 4(f))	Nil	
9	The Principal's Representative is: (Clause 6.1)	Mr Steven Porter General Manager - Operations Westernport Water	
10	The <i>Consultant's</i> representative is: (Clause 6.2)	
11	Intellectual Property Rights— Alternative applying: (Clause 8.1)	Alternative 2	
12	If Alternative 2 applies, the additional fee payable to the <i>Consultant</i> to vest the <i>Intellectual Property Right</i> in or relating to the <i>Contract Material</i> in the <i>Client</i> : (Clause 8.1)	Nil	
13	Additional Purposes for which <i>Contract Material</i> may be used: (Clause 8.2)		
14	The <i>Consultant's</i> liability is limited as follows: (Clause 9.1)		
15	(a) Amount of professional indemnity insurance shall not be less than: (Clause 10.1)	\$5 Million (Five million Dollars)	

	(b) The period for which professional indemnity insurance shall be maintained is: (Clause 10.1)	7 (Seven) years after the date of completion of the Services
16	The amount of public liability insurance shall not be less than: (Clause 10.2)	\$10M (ten Million dollars)
17	Claims for payment shall be made: (Clause 13.1)	On the 1st Thursday of each month
18	(a) The <i>Consultant's</i> fee shall be determined as follows: (Clause 13.2)	Lump Sum Fee: \$ Where the fee is payable on a lump sum basis it is not adjustable except as provided for in the Contract
	(b) The expenses and disbursements to be reimbursed to the <i>Consultant</i> shall be: (Clause 13.2)	Nil
19	The times and place for payment shall be: (Clause 13.3)	No later than 30 days after the date of submission of a claim for payment (b) Place of Payment 2 Boys Home Road Newhaven, Victoria 3925
20	The rate of interest on overdue payments is: (Clause 13.4)	18 (eighteen) per cent per annum
21	The deemed frustration date if <i>Services</i> are not completed:(Clause 14.1)	30 th September 2012 which is 6 months past project completion date
22	Arbitration and <i>Expert Determination</i> (Clause 15)	
	(a) Person to nominate an arbitrator or <i>Expert</i> (Clause 15.3)	the Chairperson for the time being of the Chapter of the Institute of Arbitrators & Mediators Australia in the State of Victoria
	(b) Rules for arbitration: (Clause 15.3)	Rules 5–18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations)
	(c) Rules for expert determination (Clause 15.4)	The Guidelines for Expert Determination of the Australian Commercial Dispute Centre).