Quotations are invited for the following:

**Title:**  SCONE GOLF COURSE REDESIGN – DESIGN BRIEF

**Quotation Number**  Q08/2015

Enquiries regarding this Request for Quotation should be directed to the Contact Officer.

**Contact Officer:**  All quotations to be provided through Alan Fletcher, Director UHSC

**Email:**  Council@upperhunter.nsw.gov.au

**Phone:**  02 65401103

Quotation must be submitted by the Closing Time.

**Closing time:**  2.00PM Friday

Quotations must be submitted by the Closing Time.
Contents

SECTION 1 THE BRIEF
1. Purpose ................................................................. 4
2. Introduction .......................................................... 4
3. Objectives ............................................................ 9
4. Scope ................................................................. 9
5. Key Deliverables .................................................... 10
6. Sub-consulting and Assignment ............................... 10
7. Project Timeframe .................................................. 11
8. Quotation Requirements ......................................... 11
9. Costing and Payments ............................................. 11
10. Assessment of Quotations ....................................... 12
11. Submission of Proposal .......................................... 12

SECTION 2 – RETURNABLE SCHEDULES
Schedules ................................................................. 14
1. Quotation Form ...................................................... 15
2. Service Providers Particulars Current Commitments .... 17
3. Service Providers Particulars Project History .............. 18
4. Service Providers Particulars Personnel ...................... 19
5. Register of Service Providers Subcontractors .............. 21
6. Non-Collusive Quotation .......................................... 22
7. Receipt of Addenda .................................................. 23
8. Statement of Conformance ....................................... 24
9. Program .............................................................. 25
10. WHS ................................................................. 26
11. Insurances .......................................................... 27
Sample Contract ......................................................... 29

SECTION 3 – CONDITIONS OF QUOTING
Conditions of Quoting .................................................. 31
SECTION 1

THE BRIEF
1. PURPOSE

Upper Hunter Shire council is seeking quotations from suitably qualified and experienced golf course designers to undertake the redesign of the Scone Golf Course due to the impact of the proposed New England Highway bypass of Scone. The proposed bypass route travels through the existing golf course resulting in the need to reinstate the course to standard comparable to the current by modifying the layout of the existing course and replacing holes directly affected by the road corridor.

2. INTRODUCTION

Scone Golf Club is located at Aberdeen St, Scone in the Upper Hunter Valley of NSW, two hours drive north of Newcastle on the New England Highway, and three hours from Sydney.

Scone Golf Course is managed by Scone RSL Club Ltd. Scone RSL Club own the clubhouse and surrounding land (situated upon Lot 201 DP 585078) and lease the golf course from Upper Hunter Shire Council (refer to Map 3).

Upper Hunter Shire Council is the owner of the Scone Golf Course and is the proponent for developing and implementing the redesign of the course. Key stakeholders include Scone RSL Club Ltd trading as Scone Sporties as the Lessee and operator of the course and Roads and Maritime Services who are funding the Scone Golf Course redesign as part of the Scone Bypass project. Scone Golf Course provides a 9 hole (36 tee – 18 men’s and ladies golf course for members and visitors with an adjacent practice area and putting greens, and a multitude of attractions in the licensed premises. Sited at White Park and within the town limits, the club has views towards the surrounding hills.

In April 2014 Roads and Maritime Services announced the preferred route for the Scone Bypass. The project is currently (Mid 2015) in the concept design stage, and is scheduled to start construction in early 2017 and take approximately 2 year to construct. The preferred route travels through the golf course, impacting on up to six holes 1, 4, 5, 6, 7 & 9 and the practice area and putting green (see Map 1). Upper Hunter Shire Council owns land adjacent to the existing golf course, allowing redevelopment of the course to the south of the current location. It is envisaged that only part of this land will be required for golf course redevelopment.

The Scone Golf Clubhouse (Scone Sporties) will be visually separated from the course by the highway by-pass. Access to the course from the clubhouse will be under the bypass bridge over Parsons Gully near the tee for the current first hole (see Map 1). The redesign will be required to ensure that golfers can move freely from the clubhouse and car park to the golf course and practice area. Allowance should be made for a refreshment/starter’s hut/pro shop close to the first tee. The design will need to consider potential suitable locations for this building including access to services, proximity to clubhouse, proximity to parking, susceptibility to flooding, and adjacent recreational facilities (White Park and the Bill Rose Sports Complex).
Map 1: Golf course layout and proposed highway bypass.
More information about the by-pass can be seen at the RMS website.  

The aerial photo below (Map 2) shows the same area as it exists.

![Aerial photo of Scone golf course and surrounds.]

Map 2 – Aerial photo of Scone golf course and surrounds.

The redesign of the golf course needs to consider the staging of the redevelopment of the golf course to ensure that the course continues to operate during constructions of the bypass with minimum disruption to golf. It is to be assumed that from 1 July 2017 no holes will be available on the Scone side of the bypass boundary. The redesign should maximise the reuse of the existing golf course to minimise the disruption and cost of constructing the new course.

This brief calls for the conceptual design of the revised 9 hole golf course and practice area utilising the land on offer from UHSC, an indicative program of works that demonstrates minimal disruption, an estimate of costs to provide a course and practice area reinstated to a comparable standard as the current course from a quantity surveyor acting as a sub-contractor to the designer, irrigation design and environmental assessment (statement of environmental effects) of the proposed work suitable for lodging a development application.

**Land tenure**

<table>
<thead>
<tr>
<th>Lot</th>
<th>Deposited Plan</th>
<th>Area (Ha)</th>
<th>Owner</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>585078</td>
<td>38.2</td>
<td>UHSC</td>
<td>Golf course</td>
</tr>
<tr>
<td>21</td>
<td>11961</td>
<td>38.2</td>
<td>UHSC</td>
<td>Golf course</td>
</tr>
<tr>
<td>22</td>
<td>11961</td>
<td>38.22</td>
<td>UHSC</td>
<td>Golf course</td>
</tr>
<tr>
<td>102</td>
<td>1093507</td>
<td>22.34</td>
<td>UHSC</td>
<td>Farm land</td>
</tr>
</tbody>
</table>
UHSC lease the golf course site to the Scone RSL Club Ltd.

UHSC also owns land to the south of the existing golf course which is currently open farmland. Part of this land is available for future development as a golf course. See the plan below in Map 3. UHSC will enter into a new or revised lease with the Scone RSL Club Ltd to reflect any changes in land use.

Map 3 – Existing land tenure
The existing golf course is located within land zoned RE1 and the UHSC land (Lot 102 DP 1093507) is zoned RU2 and a golf course development is permissible with consent. Costs of gaining the consent need to be included in the quantity surveyor’s estimate.

An electricity windmill wind farm is proposed for the hills to the west of Scone. An easement is proposed for the windfarm to gain access to the electricity substation to the south of Scone on the New England Highway. The proposed easement is located on the land proposed for the new section of the golf course. See Map 4 below.
Map 4 – Proposed easement area.
Soils
Soils are heavy dark alluvium. Soils are very reactive. Soil tests of the adjoining playing fields in 2013 showed:-

<table>
<thead>
<tr>
<th>SOIL TEST RESULTS- OCT 2013 – BILL ROSE SPORTS COMPLEX</th>
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<tbody>
<tr>
<td>Hockey Field – Bill Rose Complex</td>
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<tr>
<td>Sodium – Meq/100g</td>
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<tr>
<td>Cation Exch. Cap. – Meq/100g</td>
</tr>
<tr>
<td>Calcium/Magnesium Ratio – Ratio</td>
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<tr>
<td>Sodium (Amm-acet.) - %</td>
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<tr>
<td>Copper (DTPA) – mg/kg</td>
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<td>Iron (DTPA) – mg/kg</td>
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<td>Manganese (DTPA) – mg/kg</td>
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<td>Zinc (DTPA) – mg/kg</td>
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<td>Sulfate Sulfur (KCI40) – mg/kg</td>
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<tr>
<td>Organic Carbon (OC) - %</td>
</tr>
<tr>
<td>Soil Colour</td>
</tr>
<tr>
<td>Soil Texture</td>
</tr>
<tr>
<td>pH (1:5 Water)</td>
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<tr>
<td>pH (1.5:CaCl2)</td>
</tr>
<tr>
<td>Elect.Conductivity – ds/m</td>
</tr>
<tr>
<td>Elec.Cond. (Sat. Ext.) – ds/m</td>
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<tr>
<td>Chloride – mg/kg</td>
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<tr>
<td>Nitrate Nitrogen (NO3) – mg/kg</td>
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<tr>
<td>Ammonium Nitrogen (KCI) – mg/kg</td>
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<tr>
<td>Phosphorus (Colwell) – mg/kg</td>
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<tr>
<td>Phosphorus Buffer Index (PBI-Col)</td>
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<tr>
<td>Available Potassium– mg/kg</td>
</tr>
<tr>
<td>Calcium (Amm-acet.) – meq/100g</td>
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<tr>
<td>Potassium (Amm-acet.) – meq/100g</td>
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</table>

Irrigation
Existing irrigation water is currently sourced from dam collected stormwater, a well and recycled treated effluent from the Scone Sewerage Treatment Plant (STP). Town water is
also available, however the cost of this water makes it unviable for golf course irrigation. The intention is to provide well water for greens and tees and recycled effluent water from the STP for fairway irrigation. The designer is to develop a concept for an irrigation scheme that maximises usage of the existing irrigation infrastructure and sourcing irrigation water from the STP. The design is to include an automated sprinkler irrigation system for greens and tees and manual system fairways. The irrigation system concept needs to include a water balance to determine storage with possible future automated system for recycled effluent from the sewer treatment plant (STP), pipework layout, sprinkler layout, pump details/location, power supply and controls. The cost of the irrigation work is to be included in the quantity surveyors report. The irrigation design needs to consider the whole golf course.

The designer needs to be aware that NSW Environmental Protection Agency, NSW Health and the NSW Office of Water are encouraging the reuse of treated effluent however are implementing stricter controls to reduce risk. The designer will need to consider how and when the recycled effluent is used to minimise risk. For example future irrigation may need to be all at night to reduce the chances of contact with golfers. The designer needs to consider the EPA publication “Environmental Guidelines – Use of Effluent by Irrigation – 2004”.

Demographics

Upper Hunter Shire had a population of 14,500 in 2014. The Scone population is approximately 5,500 and is projected to grow by 0.5% pa.

Within one hour of Scone there are another approximately 40,000 residents. Within this same area there are golf courses at Murrurundi (9 hole sand greens), Aberdeen (9 holes grass greens), Merriwa (9 holes sand greens), Muswellbrook (18 holes grass greens) and Singleton (9 holes grass greens). The standard of these courses varies considerably as does membership and use. The Scone Golf Course has a Slope Rating of 129, which is one of the higher ratings in the Upper Hunter region.

The Golf Club has a membership of approximately 500 made up of:

- Men: 160 – full membership
- Ladies: 40 – full membership
- Juniors: 50 – full membership
- Veterans: 30 – full membership
- Others: 220 – social members

There were approximately 7,500 rounds of golf played in 2013/14. The full use of the golf course is uncertain due to the fact that social golfers are able to access the course when the club house is not open, and it is an honesty system for payment of green fees. Also, social green fees are included with full playing membership, so these mid-week and Sunday rounds are not recorded in any statistics.

UHSC has completed an Open Space and Recreation Needs Study in 2014. This can be found on the Upper Hunter Shire Council website.

3. Objectives

1. To develop a concept plan for the golf course redesign that provides a course of equal standard, quality and length to the existing course and of comparable Slope Rating (Men’s and Ladies courses).
2. To provide a value for money solution by maximising use of the existing course, minimising earthworks and utilising existing infrastructure and features.

3. To design a course of low-cost maintainability as maintenance is currently and likely to remain partly dependent upon volunteer labour.

4. Routing of the golf course should provide for a start and finish point close to the Golf Clubhouse.

5. To ensure the continuity of the operation of the golf course during and after the construction of the Scone By-pass.

6. To ensure the economic sustainability of the Scone Golf Course and the Club.

7. To provide a clear strategy to implement the development of the redesigned golf course to ensure that the new holes are available for play in line with the construction schedule for the by-pass avoiding down time for playing golf. It is to be assumed that that from 1 July 2017 no holes will be available on the Scone side of the bypass boundary.

4. **Scope**

The scope of work is:-

1. Preliminary meetings with the UHSC, Scone RSL Club Ltd (Scone Golf) executive, and RMS to discuss the redesign, confirm the background and scope of works, risk, constraints and opportunities.

2. Site inspections, review of existing data and plans. Survey of the existing golf course and surrounding land will be made available to the successful service provider. The service provider is to allow for any additional survey required in their quotation.

3. Develop initial draft concept plans. The service provider is to allow for at least two draft concept plan review meetings with the UHSC, Scone RSL Club Ltd (Scone Golf) executive, and RMS. The Contact Officer will provide feedback from the stakeholders on the concept plans within one week of the meeting.

4. Develop a draft statement of environmental effects suitable for lodging with a development application.

5. Develop and present the final draft concept plans for layout and irrigation, draft report (including quantity surveyors report and project program) and statement of environmental effects to the UHSC, Scone RSL Club Ltd (Scone Golf) executive, and RMS for consultation with the Golf Club membership, UHSC and RMS. The Contact person will provide comment within two weeks of the presentation.

6. Upon receipt of feedback on final draft concept plan, draft report and statement of environmental effects report, develop and submit the final concept plan(s) and reports.

Note that all meeting are to be held in Scone, either a UHSC Administration Building or the Scone Sporties Clubhouse as mutually agreed with the Contact Officer. The service provider is to provide a draft agenda one week prior to meetings and take minutes of all meetings and provide a draft within two business days of the meeting.

Hourly rates for the additional works outside the scope are to be included to cover works not included in this submission.
5. **KEY DELIVERABLES**

1. Nine hole golf course concept layout plan. Two (2) copies of the plan to be provided in hard copy plus electronic format. Hard copies to be A1 size, coloured and laminated. Electronic copy to be pdf format.

2. Nine hole golf course concept irrigation layout plan. Plan to be provided in hard copy and electronic formats. Hard copy to be A1 size, black and white and laminated. Electronic copy to be pdf format.

3. All reports and estimates presented in A4 format (except for maps and diagrams, which may be A3) with colour plans, photographs and diagrams, comprising complete documentation of the study process, investigations, findings, individual studies/reports undertaken and recommendations. All reports must include an executive summary, Electronic copies in pdf and MS Word formats.

4. A project program Gant chart using MS Project. Program to be in hard copy and electronic format.

5. A copy of all text and data provided electronically in compatible MS Word format, and original reproduction quality of all maps, plans and illustrations.

6. **SUB-CONSULTING AND ASSIGNMENT**

Service Providers are required to nominate any and all sub-consultants to be used in providing the services sought at the time of lodgement of their quotation.

7. **PROJECT TIMEFRAME**

The UHSC will provide a letter of engagement by 2 October 2015.

Key Milestones are suggested as follows:-

<table>
<thead>
<tr>
<th>KM</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>KM1</td>
<td>Document review and initial meetings</td>
<td>Early Oct 2015</td>
</tr>
<tr>
<td>KM2</td>
<td>Draft concept review meetings (minimum of 3)</td>
<td>End Oct 2015</td>
</tr>
<tr>
<td>KM3</td>
<td>Provide final draft to Golf club members, UHSC and RMS engagement</td>
<td>End Nov 2015</td>
</tr>
<tr>
<td>KM4</td>
<td>Provide final plans, reports, program and estimate.</td>
<td>Early Dec 2015</td>
</tr>
</tbody>
</table>
8. **QUOTATION REQUIREMENTS**

Service Providers are invited to submit a proposal with the following details:

1. An appreciation of the project brief;
2. A detailed timeline to achieve the key deliverables;
3. Demonstrated experience in golf course design;
4. Details of company experience in similar projects, particularly for local government, and referees for those projects;
5. The range of available professional skills to compliment the above demonstrated experience;
6. Details of key personnel to work on this project and resource allocation of specific tasks;
7. Demonstrated ability to produce good quality plans, clear reports and estimates;
8. Ability to deliver in the specified timeframe.

9. **COSTING AND PAYMENTS**

The Service Provider shall provide a lump sum fee for the delivery of the work. The lump sum fee should include a break down of each line item required to provide the Key Deliverables.

An hourly rate is also to be submitted for other works that may become necessary and provision for this is made in the returnable schedules.

10. **ASSESSMENT OF QUOTATIONS**

**Evaluation Criteria**

The proposal will be evaluated in general accordance with the criteria set out below, which will be weighted as shown below. The criteria are:-

- Demonstrated experience in golf course design (20%)
- Details of key personnel to work on this project (10%)
- Demonstrated ability to produce good quality plans and clear reports that are able to capture and reflect agreed objectives (10%)
- Ability to deliver in the specified timeframe (10%)
- Proven track record in WHS and Environmental Site Management (10%)
- The quoted price/s (40%)

11. **SUBMISSION OF PROPOSAL**

A quotation response to this brief should be forwarded by email to:

Alan Fletcher  
Director Infrastructure Services  
Upper Hunter Shire Council  
Council@upperhunter.nsw.gov.au

by 5pm Friday 18th September 2015
SECTION 2

RETURNABLE SCHEDULES
SCHEDULES

General
The Service Provider shall submit the following completed schedules with their Quotation. Failure to submit any of the schedules may result in the Quotation being considered non-conforming.

Quotation Forms and Schedules
1. Quotation Form
2. Service Providers Particulars – Current Commitments
3. Service Providers Particulars – Project History
4. Service Providers Particulars – Personnel
5. Register of Service Providers Subcontractors, Consultants and Suppliers
6. Non-collusive Quotation Declaration
7. Receipt of Addenda
8. Statement of Conformance
9. Program
10. WHS
11. Insurances

Contract Form

Instrument of Agreement (For Information Only)

INSTRUCTION TO SERVICE PROVIDER

The Service Provider shall complete in full and submit the forms in numerical order listed above. The completed forms, declarations and required information shall comprise the Quotation Submission Documents. The Service Provider shall initial and date each form in the box where provided at the bottom right hand corner.

The omission of any of the forms or additional required information listed above may, at the absolute discretion of the Principal result in a nonconforming Quotation and be subject to rejection.

SERVICE PROVIDERS ACKNOWLEDGMENT

Contract: Scone Golf Course Redesign Contract No: Q08/2015

Date: ________________________________

Signature of Service Provider: ________________________________
1. QUOTATION FORM

The Service Provider must complete and submit with Quotation.

I, __________________________________________________________ (Print name)

of ______________________________________________________ (Quoting Organisation)

A.C.N ________________________________ A.B.N _____________________________

located at _________________________________________________ (Business Address)

on this _________________ day of _____________________________,(Year)_________

having fully acquainted myself with the Conditions of Quoting and Contract Documents and accordingly the obligations and responsibilities of the Contractor, do hereby quote to perform the work described below:

Contract: Scone Golf Course Redesign

Contract No: Q08/2015

as invited by : Upper Hunter Shire Council, in accordance with the Invitation.

The Brief
Submission Documents
Conditions of Quoting
Terms of engagement for Consultants

<table>
<thead>
<tr>
<th>Project</th>
<th>Lump Sum (GST Inc)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scone Golf Course Redesign</td>
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</table>

The rates and amounts entered against the respective items in Schedule 2 – Price Schedules are the full inclusive rates and amounts for the finished work, taking into account all obligations, responsibilities and risks arising out of the Contract Documents. Allowance has been made in the rates and amounts for minor work which is reasonably or obviously necessary for the satisfactory completion of the work but which is not referred to in the Brief or Price Schedules.

By submitting this quotation the Service Provider warrants and represents that it has made its own inquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its quotation price. The Service Provider warrants and represents that it has included for all such risks and contingencies in its Lump Sum Quotation price.
2. SERVICES PROVIDER’S PARTICULARS – CURRENT COMMITMENTS

The Service Provider must complete and submit with quotation

List the current projects your organisation is currently undertaking or committed to commence prior to 30 November 2015

1. Project name ____________________________________________________________

<table>
<thead>
<tr>
<th>Client</th>
<th>Contact</th>
<th>Phone number</th>
<th>Contract amount</th>
<th>Estimated Completion (Mth/Yr)</th>
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Description of works

2. Project name ____________________________________________________________

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<tr>
<th>Client</th>
<th>Contact</th>
<th>Phone number</th>
<th>Contract amount</th>
<th>Estimated Completion (Mth/Yr)</th>
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Description of works

3. Project name ____________________________________________________________

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<tr>
<th>Client</th>
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<th>Phone number</th>
<th>Contract amount</th>
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</table>

Description of works

NOTE: Service Providers must include further details on additional sheets if more than three (3) current or committed projects are applicable.
### 3. SERVICE PROVIDERS PARTICULARS – PROJECT HISTORY

The Service Provider must complete and submit with quotation

List the similar projects your organisation has completed in the last 3 years

1. Project name

<table>
<thead>
<tr>
<th>Client</th>
<th>Contact</th>
<th>Phone</th>
<th>Contract</th>
<th>Duration</th>
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Description of works

2. Project name

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<tr>
<th>Client</th>
<th>Contact</th>
<th>Phone</th>
<th>Contract</th>
<th>Duration</th>
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Description of works

3. Project name

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<th>Client</th>
<th>Contact</th>
<th>Phone</th>
<th>Contract</th>
<th>Duration</th>
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</thead>
</table>

Description of works

NOTE: Service Providers can include additional sheets showing details for similar projects recently completed if considered applicable.
4. SERVICE PROVIDERS PARTICULARS – PERSONNEL

The Service Provider must complete and submit with quotation

Provide a management organisation chart plus indicate below the personnel who will have prime responsibility and accountability for performance of the Contract. The successful Service Provider shall ensure that the personnel named in this schedule are engaged throughout the execution of the Contract.

Name 1: ____________________________________

<table>
<thead>
<tr>
<th>Company Role/Position</th>
<th>Estimated Time Commitment (hours)</th>
<th>Years Experience</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>In current firm</th>
<th>Prior</th>
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</table>

Work responsibilities for this Project:

Name 2: ____________________________________

<table>
<thead>
<tr>
<th>Company Role/Position</th>
<th>Estimated Time Commitment (hours)</th>
<th>Years Experience</th>
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<tr>
<th>In current firm</th>
<th>Prior</th>
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Work responsibilities for this Project:

Name 3: ____________________________________

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<tr>
<th>Company Role/Position</th>
<th>Estimated Time Commitment (hours)</th>
<th>Years Experience</th>
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<th>In current firm</th>
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Work responsibilities for this Project:
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**NOTE:** Service Providers can include additional sheets showing details for other key personnel if considered applicable.
5. REGISTER OF SERVICE PROVIDERS SUBCONTRACTORS AND CONSULTANTS

The Service Provider must complete and submit with quotation

The Service Provider is instructed to compile a listing below of all Selected Subcontractors, Consultants and Suppliers which the Service Provider expects to use to execute the Works under the terms of this Contract.

<table>
<thead>
<tr>
<th>Supplier, Subcontractor or Consultant</th>
<th>Contact Telephone No.</th>
<th>Description of Work or Materials to be sub-contracted, etc</th>
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<tbody>
<tr>
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6. NON-COLLUSIVE QUOTATION DOCUMENT

The Service Provider must complete and submit with quotation

I, ____________________________ (Print name ),
of ____________________________ (Quoting Organisation),
do hereby solemnly declare and affirm the following;

1. I hold the position of _______________________, and am duly authorised by the Quoting organisation to lawfully proclaim the following and, after having made due inquiry believe the following to be completely accurate to the best of my knowledge.

2. Neither the Service Provider nor the Service Provider’s Agents or Servants have entered into any contract or agreement to offer payment of any kind to a trade association, representative of the Principals Representative or representative of the Principal in the event of a winning quotation by this Organisation.

3. Neither the Service Provider nor the Service Provider’s Agents or Servants have had any knowledge of the price of quotations submitted by its competitors nor did the Service Provider furnish the price of the enclosed quotation to any source external to the Quoting Organisation prior to the close of the quotation date as specified within this Contract.

4. Neither the Service Provider nor the Service Provider’s Agents or Servants have entered into any contract or agreement to offer payment of any kind to an unsuccessful Service Provider in the event of a winning quotation.

5. The Service Provider is not aware of any facts which would affect the decision of the Principal in accepting the quotation nor has the Service Provider attempted to acquire information relevant to the quotation award process by soliciting the Principal, the Principals Representative or their Representative’s Agents or Servants.

6. Neither the Service Provider nor the Service Provider’s Agents or Servants have entered into any agreement with other Service Providers or third party which results in a payment of unsuccessful Service Providers fees.

7. The contents of this document are true and correct to the best of my knowledge and in no way have been written under duress of any form.

I make this solemn declaration as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Service Provider : ___________________________________________

Subscribed and declared at : ___________________________________________

This : ___________________ Day of ___________________ (Year) _______________

Before me : ___________________________________________________________ (Print name )

Witness : ____________________________________________________________ (Signature )

(Justice of the Peace or authorised person)
### 7. RECEIPT OF ADDENDA

The Service Provider must complete and submit with quotation

The Service Provider is to acknowledge that it received the addenda listed below during the quotation period and that the quotation has been prepared having regard to these addenda.

<table>
<thead>
<tr>
<th>Addenda No.</th>
<th>Brief Description of Addenda (eg. Specification Page No; Clause No; Schedule No)</th>
<th>Date Received</th>
</tr>
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</table>

This Quotation has been prepared having regard to the Addenda listed above.
8. STATEMENT OF CONFORMANCE

The Service Provider must complete and submit with quotation

The Service Provider is to signify whether or not the submitted Quotation conforms with the requirements of the Quotation Documents by striking out below ** that which is not applicable.

This Quotation is / is not ** considered to conform.

Should the Quotation be considered to not conform with the requirements of the Quotation Documents, the Service Provider shall list below all areas of assessed non-conformance and the reasons for such non-conformance and shall value * each such non-conformance so that in the event of the non-conformance being deemed unacceptable, the Contract sum, if accepted, can be adjusted accordingly. If the non-conformances are not priced and are deemed to be unacceptable, the Quotation may not be further considered.

<table>
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<th>Area of Non-Conformance and Reason</th>
<th>* Value of Non-Conformance ($)</th>
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9. PROGRAM

As part of their Quotation submission the Service Provider shall provide a written Gantt chart schedule (or the like) showing the sequence and dates by which, or the times within which, the various stages or elements of work under the Contract are to be carried out or completed, **based up an assumed commencement date of 2 October 2015.**
10. **WORK HEALTH AND SAFETY**

As specified, the Service Provider shall be nominated as the Principal Contractor as defined by the Work Health & Safety Act and Regulations and the Contractor is required to have an WH&S System in place.

The Service Provider shall provide details of systems and procedures they will implement to ensure conformance with the Project Specification and Legislation. The following information is required to be provided for Quotation evaluation purposes.

The Service Provider is required to provide the following information with the Quotation:

- Index Page of the Company’s OH&S Management Plan.
- Relevant Occupational Health and Safety policies and practices of the organisation, including work method statements proposed to be used for the Contract;
- A listing of staff to be employed and details of their individual WH&S training;
- A history of WH&S incidents over the last two (2) years including those relating to staff, subcontractors or the public.
- Any breaches or notices incurred from WorkCover in the last two (2) years.
11. **INSURANCES**

The following insurances will be required. The Service Provider shall state details of its current policies for these insurances.

13.1 **INSURANCE OF EMPLOYEES**

**Workers Compensation or Personal Accident and Illness Insurance:**
Insurance against any death of or injury to persons employed by the Service Provider as required by the Workers Compensation Act 1987. **ALTERNATIVELY:** Where the Service Provider has no employees and in lieu of Workers Compensation Insurance, insurance for personal accident and illness under a policy that provides:

- Weekly benefits of at least 75% of weekly income;
- Death and capital benefits of at least $250,000; and
- Minimum benefit period of 24 months.

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<tr>
<th>Insurance Company</th>
<th>Amount of Coverage</th>
<th>Policy Number</th>
<th>Expiry Date</th>
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13.2 **PUBLIC LIABILITY INSURANCE**

Insurance against the death or injury to any third party or parties or loss of or damage to any property including loss of use of property whether it is damaged or not whatsoever caused during the course of the contract. The policy shall have a limit of indemnity of not less than $10,000,000. The policy shall contain a cross liability clause and a "principal's clause" and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be unlimited in the aggregate.

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<tr>
<th>Insurance Company</th>
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<th>Policy Number</th>
<th>Expiry Date</th>
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13.3 **MOTOR VEHICLE INSURANCE**

In the case of any motor vehicle used in the performance of the contract, a Motor Vehicle Insurance covering accidental damage, fire and theft. The policy shall be for a sum not less than the full market value of the vehicle. In addition, where such vehicles are:

**Registered Vehicles**

a) Insurance against any injury to any third party or parties under a Compulsory Third Party Insurance as required by the **NSW Motor Accidents Act 1988**; and

b) Insurance against loss of or damage to any property whatsoever caused by the use of the vehicle when being driven by the Service Provider, its employees or any person not employed by the Service Provider. The policy shall have a limit of indemnity of not less than $20,000,000 and shall be extended to include “CTP Gap Coverage..."
Endorsement” cover and shall note the interest of the Principal as an insured.

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<tr>
<th>Insurance Company</th>
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<td>Amount of Coverage</td>
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<td>Policy Number</td>
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<td>Expiry Date</td>
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Unregistered Vehicles (Plant)

**Note:** Any damage arising as a result of the plant being used as a “tool of trade” is to be covered by either an extension of the Service Provider’s Comprehensive Motor Vehicle Insurance or the liability endorsed onto the Service Provider’s Public Liability Insurance.

### 13.4 PROFESSIONAL INDEMNITY INSURANCE

Professional Indemnity insurance for a limit for any one claim of not less than the amount indicated. The policy shall be maintained from the completion of the contract for the period indicated.

The policy shall include the must contain the following provisions:

a) State the indemnity limit covered  
b) One automatic reinstatement provision  
c) A description of the risk covered by the policy, and  
d) A cancellation clause of not less than 30 days.

Nothing in this clause shall release the Service Provider from liability for any breach of contract or for any loss or damage arising out of errors for which the Service Provider is responsible.

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<th>Insurance Company</th>
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<tr>
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<td>Expiry Date</td>
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SAMPLE

This form comprises a binding Contractual Agreement between:

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<th>Upper Hunter Shire Council</th>
<th>The Principal and Service provider</th>
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</table>

To faithfully execute the whole of the services and works as set out in the documents below for the

<table>
<thead>
<tr>
<th>Quotation No.</th>
<th>Q08/2015</th>
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<tr>
<th>Contract Name:</th>
<th>Scone Golf Course Redesign</th>
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**CONTRACTUAL DOCUMENTS INCLUDE**

- Conditions of Contract
- Specifications
- Drawings /Figures
- Schedules
- Changes to the Contract (if any) eg Addenda

*Council does not guarantee that information provided as additional to the Contract Documents to assist the Service Provider in the preparation of the quotation is accurate or complete and the Service Provider must make their own assessment as to the validity of the information.*

Signed for and on behalf of

<table>
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<th>Upper Hunter Shire Council</th>
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(Signature of Council’s Representative) (Date)

(Signature of Authorised Officer) (Date)

(Print Name and Title)
SECTION 3

UPPER HUNTER SHIRE COUNCIL

CONDITIONS OF QUOTING
UPPER HUNTER SHIRE COUNCIL CONDITIONS OF QUOTING

1. INTERPRETATION
In these “Conditions of Quotation” and elsewhere, except where the context requires otherwise:

“Council” means the Council of the Local Government area issuing this request for Quotation (the “Principal”) and where the context permits, includes its authorised delegates;

“Day” means business day, that is not Saturday or Sunday or public holiday for the Principal's employees;

“non-conforming Quotation” means a Quotation not lodged on the Schedules, or not containing all the information and documents required by these Conditions of Quotation, or otherwise not complying with any provision of this entire Quotation document;

“offer” means a proposal to enter into a legally binding contract with Council (refer to Clause 4);

“person” includes an individual, a corporation or a body politic;

“Schedules” means all schedules in addition to the Service Provider’s Declaration contained in this Quotation document that are required to be completed by the Service Provider;

“Specifications” means the specifications contained in this Quotation document and includes description of the scope, technical references, drawings or consultant’s brief;

“Quotation” includes prices, bids, quotations and consultant proposals and means the lodgement of a Quotation containing all requested information and accompanying documentation;

“Quotation document” means all of the following:
The Invitation to Quotations, Information to Service Provider’s (or a covering letter), Conditions of Quotation, General Conditions of Contract its Annexures, Special Conditions of Contract and the Specification and Drawings, Schedules and any other specified documents.

In this Agreement, unless contrary intention appears, words importing a gender include any other gender and word in the singular includes the plural and vice versa.

2. SERVICE PROVIDER STATUS
It is Council’s practice to contract only with persons having appropriate financial assets and insurances. A Service Provider may also be required to provide evidence of its legal status.
If the Service Provider is a Trust or a Trustee of a Trust, then a full copy of the trust deed must be submitted with the Quotation.
It is also Council’s practice to deal with entities that have an Australian Business Number (ABN) and are registered for GST.

3. SERVICE PROVIDER TO INFORM ITSELF
The Service Provider shall bear all costs or expenses incurred by it in preparing and lodging a Quotation. In addition, no extras allowances, or additional or supplementary payments will be paid to the Service Provider as a result of neglect to have examined:
(a) all parts of this Quotation document.
(b) all information made available and/or all information obtainable by the making of reasonable enquiries.
(c) the site and its surroundings including the location of all existing public utility services and the availability of services (where relevant to the project).
(d) satisfied itself as to the correctness and sufficiency of its Quotation.

4. OFFER
The lodgement of a Quotation in accordance with these “Conditions of Quotation” will constitute an offer to enter into and be bound by a contract.
The offer will be irrevocable and will remain open for acceptance by Council until the earlier of:
(a) receipt by the Service Provider of a written notice or Purchase Order from Council (as per Clause 13); or
(b) 60 business days from the Closing Date.

5. GENERAL CONDITIONS OF CONTRACT
The general conditions of contract that will apply to the proposed contract are annex here to.

6. ACKNOWLEDGMENT BY SERVICE PROVIDER
The Service Provider acknowledges and agrees that:
(a) no variations or extras will be permitted to its submitted Quotation other than those provided at the request of, or with the written consent of Council in circumstances allowed by law;
(b) it does not rely upon any verbal agreement or other conduct whatsoever by or on behalf of Council amending these “Conditions of Quotation”;
(c) Council will not be liable for any cost whatsoever incurred in preparing and submitting the Quotation;
(d) none of these “Conditions of Quotation” will be waived, discharged, varied, amended, modified or released except by written notification by Council;
(e) the Service Provider shall be responsible for any interpretation, deduction and conclusion made from the information made available and accepts full responsibility for any such interpretation, deduction and conclusions.
7. CONFIDENTIALITY
Any information disclosed or obtained from either Council or the Service Provider about this Quotation must be kept strictly confidential except in the situations where disclosure is:

(a) necessary in the process of assessing Quotations, or where Council discloses all or part to any of its advisers and consultants or where Council publishes in its business papers, Quotation prices and other details of the Quotation as may be required and permitted by law.

(b) under compulsion of law or it is already public knowledge, or

(c) with the written consent of Council

8. COLLUSIVE QUOTATION
Any participation in or condoning of a collusive activity by a Service Provider shall lead to the immediate disqualification of the Service Provider or of all Service Providers involved. Any Service Provider involved may be barred from Quotation for any further contracts with Council. A collusive activity includes but is not limited to:

(a) any agreement as to who should be the successful Service Provider;

(b) any meeting of Service Providers to discuss their Quotations prior to the submission to Council, unless Council is present at that meeting(s);

(c) any exchange of information between Service Providers about their Quotations;

(d) any agreement for the payment of money or a reward or benefit for unsuccessful Service Providers by the successful Service Provider;

(e) any agreement or collaboration of Service Providers to fix prices, rates of payment of industry association fees or conditions of contract;

(f) the submission of a “cover Quotation”, being a Quotation submitted as genuine but which has been deliberately priced in order not to win the contract.

9. CANVASSING SUPPORT
A Service Provider shall not directly or indirectly, discuss the Quotation with an elected member of Council, or canvass support from an employee of Council, at any time. Any Service Provider involved in such activity will result in their Quotation being rejected.

10. LEVIES & TAXES
A Quotation shall:

(a) where applicable, make allowance for the payment of payroll tax.

(b) if the project is building and construction related, make no allowance for any long service levy payable to the Long Service Payments Corporation.

(c) provide the Service Provider’s ABN and documented evidence of its registration for GST.
11. SUBMISSION PROCEDURE
11.1 Requirements

A Quotation must be in writing and be COMPLETE. It must contain the documents, information and details required including all Schedules and a Service Provider’s Declaration filled out and properly signed. It must be lodged posted to the address of the Council shown in the Quotation document so that it is received not later than the deadline for the closing of Quotations.

emailed as follows:-

Q08/2015 Scone Golf Course Redesign

Attention: Alan Fletcher
Director Infrastructure Services
Upper Hunter Shire Council

Council@upperhunter.nsw.gov.au

Clearly display the contract number and the project title in the subject of the email.

12. OPENING OF QUOTATIONS

Council will not open Quotations until immediately after the closing time.

13. ASSESSMENT AND ACCEPTANCE

Quotations will be assessed against the assessment criteria shown in the Quotation document. Once submitted, a Quotation may only be varied to provide further information by way of explanation or clarification or to correct a mistake or anomaly. Such variations shall not substantially alter the original Quotation.

Council will advise the successful Service Provider in writing by posting a “Notice of Acceptance of Quotation” letter and/or a Purchase Order. Unsuccessful Service Providers will be advised in writing that their Quotations have not been accepted.

In the event of acceptance of the Quotation, the “Notice of Acceptance of Quotation”, the Purchase Order, the “General Conditions of Contract” including “Annexures” to those conditions any “Special Conditions of Contract” (or Preliminaries”) and the “Specification” (including any drawings) and other documents including those submitted by the Service Provider will, until execution of a contract, constitute the only agreement between Council and the successful Service Provider.

14. NON-CONFORMING QUOTATIONS

The Service Provider MUST submit a conforming Quotation.

If the Service Provider:

(a) fails to properly complete the Service Provider’s Declaration and all Schedules; or

(b) includes terms and conditions which are contrary to the stated terms and conditions;
then at the discretion of Council, the Quotation shall be deemed to be non-conforming and will not be considered.

15. ALTERNATIVE PROPOSALS

Alternative proposals may be submitted in addition to a conforming Quotation. The alternative proposal must:

(a) clearly set out the benefits of the proposal and how it differs from the conforming Quotation; and

(b) not constitute a substantial variation but satisfy the basic commercial and performance objectives, technical and legal requirements.

16. PRE-QUOTATION MEETING

If nominated in the Quotation advertisement, a pre-Quotation meeting will be held on the date, at the time and place nominated. The Project Officer will be available at that time to answer any Service Provider’s queries regarding the proposed contract. The meeting will be minuted and the minutes forwarded to all Service Providers and shall become part of the Quotation document.

If the meeting is designated as mandatory, a Service Provider’s failure to attend the meeting will result in its Quotation not being considered.

17. ECOLOGICALLY SUSTAINABLE DEVELOPMENT

As required under the Local Government Act 1993, Council is committed to Ecologically Sustainable Development (ESD) which aims at purchasing goods and services with the most beneficial environmental impact and through the use of contractors and suppliers who have a demonstrable commitment to ESD.

A Quotation may be rejected if a Service Provider is involved, or was at any time in the preceding 12 months involved in an activity in such a manner which is contrary to the principles of ESD and the potential cost of rejecting the Quotation is considered by Council to be acceptable having regard to the wider public interest in balancing value for money against promoting the principles of ESD.

In this clause:

“Service Provider” means any of the following:

(a) the person submitting the Quotation;

(b) the person which will perform the contract if the Quotation is accepted;

(c) a ‘parent’, ‘child’ or ‘sibling’ entity (within the meaning of the Corporations Law) of the person submitting the Quotation;

(d) a ‘parent’, ‘child’ or ‘sibling’ entity (within the meaning of the Corporations Law) of the person which will perform the contract if the Quotation is accepted.

“Involved” means carrying out or causing (i.e. contracting) an activity to be carried out, to a degree which Council considers to be significant.

“Activity” means any of the following - uranium mining, the nuclear industry (including nuclear energy, nuclear waste or the production of nuclear weapons, but excluding nuclear medicine), wood-chipping of Australian native forests or harvesting of rain forest timbers.
18. INDUCTION TRAINING
Where directed, the successful Service Provider and any person engaged by it or its sub-contractors will be required to undergo any of the following induction’s prior to commencing any work on any Council sites:
(a) environmental induction training.
(b) WHS induction training – general (Council).
(c) WHS induction training – construction work (general, work activity & site specific as required).

19. LOCAL GOVERNMENT (GENERAL) REGULATION 2005
For a Quotation with an estimated value of over $150,000, Service Providers are strongly advised to read Part 7 of the Local Government (General) Regulation 2005 before preparing a Quotation. Copies can be obtained from Council Libraries or from the Internet site – www.austlii.edu.au/au/legis/nsw/consol_reg/lgr2005328/.