



**Bulloo
Shire**

Part 2 SPECIFICATION

Request for Tender (RFT):	Thargomindah Swimming Pool Shade Structure Supply and Installation
Closing Time:	4.00 pm Thursday 2nd May 2024
RFT Number:	T2023-2024-126

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1. Introduction

Bulloo Shire Council requests Tenders from suitably qualified Contractors/suppliers to undertake the supply and installation of a swimming pool shade structure in Thargomindah, Bulloo Shire.

The primary objectives of the Principal in inviting Tenders are;

- to obtain value for money;
- to ensure open and effective competition;
- to ensure timely and efficient supply delivery.

Full details of this Request for Tender are contained in the suite of documents encompassing Parts 1 to 5.

2. Background Information

The intent of this Request for Tender is to provide the Principal with an adequate solution to shading the Thargomindh Swimming Pool. This will include the design, supply and construction of adequate covering relevant to the specifications of the site as below.

Bulloo Shire Council runs the publicly accessible swimming pool through the Summer period for residents and guests to utilise. Previous iterations of shading have been sufficient but not capable of withstanding extreme weather events affecting the region. Council is hoping to secure a shade structure that both meets the measurements outlined below but also suitable for the daily environment of Thargomindah.

All information provided or specified to the Tenderers may be subject to change. However, all effort has been made to provide indicative quantities. Variables affecting quantities include, but are not limited to, material quantity, material quality, project location, third party interest and budget. This information is supplied in good faith and without prejudice.

3. Type of Contract

This Request for Tender is a **Progressive Drawdowns Design and Construction** Contract. All fees and charges necessary for the successful completion of the proposed works shall be deemed to be included in the prices and rates as detailed in Part 3B – Tender Submission Form.

4. Progressive Drawdowns Design and Construction Schedule

The following schedule and relevant payment percentages for the Progressive Drawdowns Design and Construction are as follows:

Schedule	Payment Percentage
Design and Specifications – project site plan, shade structure design, footings design, engineer report	33.33%
Site Preparation and Construction – Delivery of accepted design to site, all groundworks relevant to the installation of the shade structure and complete construction including setting foundations, erecting supports and attaching shade material	33.33%

Practical Completion - Quality Assurance, Building Certification and Acceptance Testing including inspection of the installed structure ensuring design specifications met, Building Certification accepted, final acceptance and handover to Principal upon certification	33.33%
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5. Particulars of Services

The project is to undertake a Design, Supply and Construction package to construct adequate shade for the Thargomindah Swimming Pool.

The Principal has previously utilised canvas-based shade structures for the swimming pool, however this has shown to not be adequate for the location's weather. It is expected that a successful Contractor will provide a solution that befits the purpose of the location and its expected usage.

The Principal expects all **Scope of Works** to be completed before the opening period of the swimming pool to the public, which is mid-September 2024.

The successful Contractor should have all the necessary documentation as detailed in Part 3A - Tender Submission Form, and be able to supply all the necessary labour, plant and materials to successfully undertake the works as specified.

6. Scope of Works

Design and Specifications – Selection of materials resistant to weathering, UV radiation, and corrosion, suitable for the local environment and potential high-impact winds. Technical specifications including engineer reports and site plans.

Delivery and Construction – Deliver to on-site location with all required site preparations including any necessary groundworks for footings or orientation.

Quality Assurance and Acceptance Testing – Inspection of the installed shade structure with Principal to confirm all specifications met and quality standards upheld. Final acceptance and handover to Principal upon required certifications approved.

Tenderers should specify all assumptions, exclusions and optional extras in terms of scope of works and pricing. **All works are deemed to be included unless otherwise specified by the Principal or the Tenderer.**

7. Design

Council is expecting the designs to be mindful of the existing Swimming Pool footprint, and provide adequate shade cover up to half of the pool's length and between pool and kiosk. Designs should be incorporating new footings to replace the existing aged and rusted poles currently in place, and relevant to the shade style chosen. Access to the site is available through a side entrance double gate steel fence between the Swimming Pool and Thargomindah Visitor Information Centre.

Swimming Pool specifications and location photos are as follows:

Shade Structure Area – 323m² (19m x 17m)

Distance between pool and edging – 2.5m



Aerial Site View



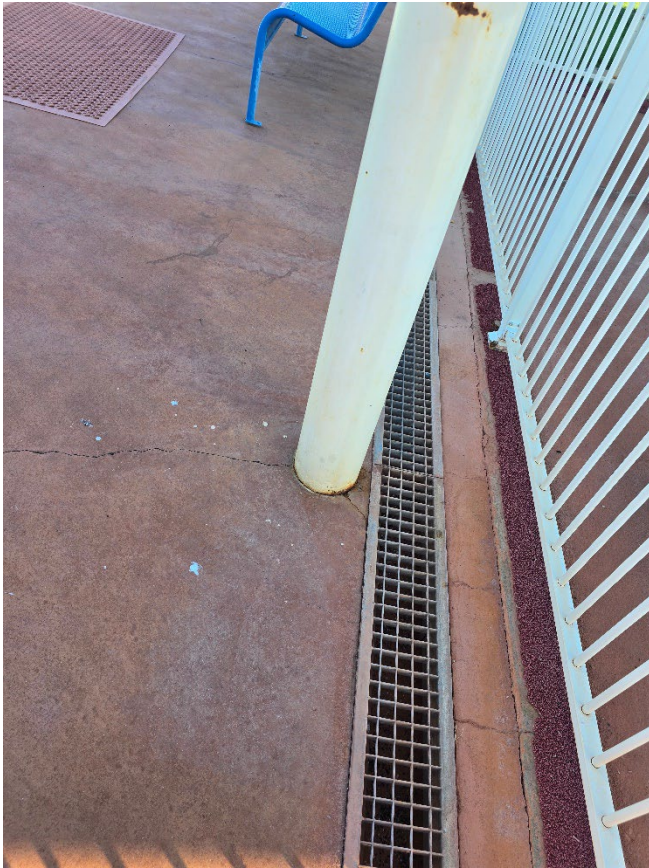
Western Pole Location #1



Western Pole Location #2



Eastern Pole Location #1



Western Pole Base #1



Eastern Pole Base #1



Site Access Gate

8. Preliminaries

Inclusions:

- 1) Building applications, including all fees and charges; and
- 2) Q-Leave Levy; and
- 3) Insurance and levies; and
- 4) Design survey and set out; and
- 5) Cleaning (progressive and final), rubbish removal; and
- 6) Site establishment, Contractor's facilities, accommodation, temporary works, temporary electric light and power supply, traffic management, Contractor's overhead, etc.

Exclusions:

- 1) Soil Test and Site Classification report; and
- 2) Development Application; and
- 3) Rubbish tip fees.

9. Site Preparation

The Principal is responsible for site cleaning, replacing/fill and compaction of subgrade as per the site plan and hand over to the Contractor. Acceptance of the site means the Contractor is satisfied with the site conditions.

10. Provision for Traffic

The Contractor is responsible for the supply and implementation of traffic management and traffic control devices and personnel to control the traffic safely through or around the worksite so that work operation on the site can be safely completed.

11. Building Construction

Complete construction of the shade inclusive of all relevant footings, cabling and required safety measures.

12. As-constructed Documentation

The Contractor is responsible for providing as-constructed drawings and other documentation in relation to quality assurance, building certification and other general requirements upon completion of the project.

13. Project Management

The Contractor is required to take all managerial measures as practical to ensure successful project delivery and to submit documentation to demonstrate its understanding, experience and capability in this Request for Tender. All costs in relation to project management are deemed to be included in the rates to be submitted in Part 3B – Tender Submission Form.

The Contractor is required to appoint a qualified Project Manager to be the accountable and contact person for this project. The Project Manager will be contacted and responsible for the following processes.

- a) WHS;
- b) Attending pre-start and progress meetings;
- c) Quality Assurance;
- d) Progress payments;
- e) Provide as-constructed documentation; and
- f) Other project management activities.

14. Works Standard

All works must comply with applicable clauses of relevant current Australian Standards or refer to the product manufacturer's specification where no specific Australian Standards exist.

15. Pricing Schedule

A Pricing Schedule is included in Part 3B – Tender Submission Form. All effort has been made to provide a comprehensive breakdown of works, but it is not exhaustive. Tenderers prices are deemed to include all works unless otherwise specified.

16. Legislation

In order to understand relevant work health and safety, environmental and quality requirements for this project, the Contractor must consider, understand and as a minimum

be able to comply with the legislation and codes of practice listed following. The list is a guide only and not exhaustive of all required legislation. The Contractor should make themselves aware and familiar with any and all legislative requirements.

- The current edition of the NCC;
- *Work Health and Safety Act 2011*;
- *Work Health and Safety Regulation 2011*;
- *Electrical Safety Act 2002*;
- *Electrical Safety Regulation 2013*;
- *Electrical Safety Code of Practice 2013* - Managing electrical risks in the workplace;
- Electrical safety code of practice - Working near overhead and underground electric lines;
- Electrical safety code of practice – Works;
- How to Manage Work Health and Safety Risks Code of Practice;
- Hazardous Manual Tasks Code of Practice;
- Plant Code of Practice;
- *Environmental Protection Act 1994* and associated regulations:
 - i. *Environmental Protection Regulation 1998*;
 - ii. *Environmental Protection (Waste Management) Regulation 2000*; and
- *Environment Protection and Biodiversity Conservation Act 1999*.

17. Contractor as Principal Contractor

The Contractor shall be responsible for the performance of the functions of the Principal Contractor within the meaning of the *Work Health and Safety Act 2011* (WHS Act 2011).

Upon awarding of the Contract:

- a) The Principal shall be deemed to have appointed the Contractor to be the Principal Contractor of the project (WHS Act 2011);
- b) The Contractor shall be deemed to have accepted the appointment;
- c) The Contractor is an independent Contractor and nothing in this Contract will be construed to create any relationship of agency or employment between the parties; and
- d) The Contractor will at no time represent that it is an agent or employee of the Principal.

While the successful Contractor will be the Principal Contractor for the project and be responsible for all necessary documentation and legislation, the Principal will carry out regular inspections to ensure all work and work practices are in accordance with relevant standards and specifications. Should any defects or non-conformances be identified during these inspections an improvement notice will be issued to ensure these are rectified.

18. Proposed Works Program

Tenderers must provide their proposed works program with their Tender for the Principal's consideration. This proposed works program will provide indicative dates of commencement, practical completion, completion of milestones and the sequence the Contractor expects to

complete individual jobs. The final works program will be negotiated between the successful Tenderer and Principal and signed off by all parties in the Contract.

If at any time the Superintendent considers that the rate of progress is insufficient to ensure completion of the whole or any portion of the works by the relevant Date for Practical Completion, the Superintendent may direct the Contractor to submit within seven (7) business days, written details of the intended procedure for the execution of the remainder of the work under the Contract.

19. Working Hours

Before commencing work under the Contract, the Contractor shall advise the Principal in writing of the working hours proposed for the execution of the work under the Contract.

- a) No work shall be carried out between Good Friday and Easter Monday inclusive, Public Holiday, or during the Christmas to New Year periods;
- b) No work shall be carried out on the site outside the period between 6 am or sunrise, whichever is later, and 6 pm or sunset, whichever is earlier; unless otherwise specified or approved by the Principal; and
- c) Work may be carried out on Saturday or Sunday if approved by the Principal.

20. Possession of Site and Commencement of Work

The Contractor shall not commence work on the site without first advising the Principal's representative. Upon receiving written authorisation to proceed, the Contractor may take possession of the site and commence work.

Any delays in commencement of work caused by this requirement will not be grounds for an extension of time for completion of the works or any part thereof, nor shall it form the basis of any claim for additional payment.

21. Practical Completion

Practical Completion is that stage in the execution of work under the Contract when:

- a) The works are complete except for minor omissions and defects:
 - i. which do not prevent the works from being reasonably capable of being used for their intended purpose; and
 - ii. which the Superintendent determines the Contractor has reasonable grounds for not promptly rectifying; and
- b) All quality assurance obligations of the Contractor under the Contract have been met; and
- c) All tests required under the Contract to be carried out and passed have been carried out and passed; and
- d) All certificates required under the Contract must have been submitted and accepted by the Superintendent.

Date for Practical Completion means the date on which the Contractor is to achieve Practical Completion taking into account any extensions of time granted to the Contractor.

Date of Practical Completion means the date certified by the Superintendent in a Certificate of Practical Completion to be the date upon which Practical Completion was reached.

If the Contractor or the Principal discover an error in the issued Certificate of Practical Completion, either party may, by notice in writing, require the Superintendent to issue a further Certificate correcting any such error to replace the respective Certificate of Practical Completion.

22. Date for Practical Completion

The Date for Practical Completion is **31 August 2024** unless otherwise approved by Principal.

23. Extension of Time for Practical Completion

When it becomes evident to the Contractor that reaching Practical Completion may be delayed due to circumstances which are beyond their reasonable control, the Contractor shall notify the Superintendent in writing with details of the possible delay and the cause. The Contractor shall apply for an extension of time at every occasion.

The Contractor shall categorise all delays into:

- a) Time lost due to adverse weather conditions – defined as time lost due to wet weather, fog, excessively hot, excessively cold and/or dangerously windy conditions and to the effects of these adverse weather conditions, e.g. wet site conditions following rain;
- b) Time lost due to industrial matters – any other item not identified in time lost due to adverse weather conditions.

The Contractor must apply to the Superintendent for an extension of time within five (5) business days of the possible delay becoming evident.

The Contractor must make themselves aware of seasonal forecasts and historical weather conditions expected for the region and make allowance in their works program for normal wet weather.

It is expected that the Contractor will continually monitor forecasted weather conditions and make every effort to minimise those delays to the program. Due to the nature of this regional arrangement, it is expected that the Contractor will arrange to mobilise to another prepared site within the region, at no expense to the Principal. There is no obligation on the Principal to have a site prepared in advance of the agreed program. The Principal is not liable for any additional costs arising from extensions of time granted or additional mobilisations by the Contractor who wishes to maintain their continuity of work or should they require additional mobilisations to meet program milestones.

In determining a reasonable extension of time for an event causing a delay, the Superintendent shall have regard to whether the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay.

24. Defects Liability Period

The Defects Liability Period is **12 months** and shall commence on the Date of Practical Completion.

As soon as possible after the Date of Practical Completion, the Contractor shall rectify any defects or omissions in work under the Contract existing at Practical Completion.

At any time prior to the 14th day after the expiration of the Defects Liability Period, the Superintendent may direct the Contractor to rectify any omission or defect in the work under the Contract existing at the Date of Practical Completion or which becomes apparent prior to the expiration of the Defects Liability Period. The direction shall identify the omission or defect and state a date by which the work of rectification shall commence. The separate Defects Liability Period shall commence on the date the Contractor completes the work of rectification.

If the work of rectification is not commenced or completed by the stated dates the Principal may have the work of rectification carried out at the Contractor's expense, but without prejudice to any other rights that the Principal may have against the Contractor with respect to such omission or defect and the cost of the work of rectification incurred by the Principal shall be a debt due from the Contractor.

It is necessary for the Contractor to carry out work of rectification, the Contractor shall do so at times and in a manner which causes as little inconvenience to the occupants or users of the works as is reasonably possible.

The Principal may inspect contract work during the Defects Liability Period and identify any defects in a condition report. The condition report shall detail the condition of the surface and the type of defect/s. The condition report will be sent to the Superintendent and the Contractor, the Contractor shall within seven (7) business days of receipt of the condition report advise the Superintendent and Principal of how and when the defect shall be rectified.

The Contractor must repair all defects in the works, referable to faulty workmanship, materials or designs, which emerge during the Defects Liability Period. The Contractor must perform that work to the standard specified by the Principal and to the satisfaction of the Superintendent.

25. Retention Monies

The Contractor will be required to provide retention monies to the value of five per cent (5%) of the Contract value, to be retained from each progress claim.

These retention monies will be released in two parts:

- 50% upon the Date of Practical Completion;
- The remaining 50%, at the expiration of the Defects Liability Period.

Retention monies will not be released whilst there are outstanding defects to be rectified.

26. Performance Bonds

To ensure adherence to the agreed works program, the Principal will require the Contractor to provide a performance bond for the duration of this Contract.

The performance bond is to the value of \$50,000.

The performance bonds shall be in the form of unconditional bank guarantees or similar instrument acceptable to the Principal. The performance bonds will be in addition to the retention monies and will be returned to the Contractor within 10 business days of the Date of Practical Completion subject to the Contractor having complied with its obligations under this Contract, and there is no rectification work outstanding.

27. Acceptance of Work

Acceptance of work performed on the day is subject to satisfactory provision of all quality assurance documentation.

The Principal may elect to accept work which does not comply with the Contract, whereupon there shall be a deemed variation.

28. Public Consultation

Public notification and consultation are critical for the Principal. The public consultation will be undertaken by the Principal. The Contractor will be required to provide the Principal with two (2) weeks' notice of its intention to commence site work. The Contractor will be required to provide the Principal with a minimum of three (3) business days' notice for any intended changes to the scheduled works program. The Contractor will provide the Principal with a contact name and mobile phone number. This Contractor representative will be available to address all queries that residents affected by any aspect of the work may have. These queries from residents may include, but not limited to, start and finish times or damage caused by the Contractor during the program.

29. Damage by Contractor

The Contractor shall immediately report to the Principal any damage caused to persons or property and/or if a member of the public makes a claim against the Contractor. The Contractor shall be responsible (at no cost to the Principal) for any rectification or compensation, of any damage caused by the Contractor's staff or agents of the Contractor or plant as a result of carrying out any of the scheduled works.

The Contractor shall indemnify the Principal against claims by any person against the Principal in respect of personal injury or death or loss of or damage to any property arising out of or as a consequence of the carrying out by the Contractor of the work under the Contract.

If the Contractor fails to comply with an obligation under this clause, the Principal may in addition to any other remedy perform the obligation on the Contractor's behalf and the cost incurred by the Principal shall be a debt to the Contractor to the Principal.

30. Timetable for Procurement

Issue Request for Tender	Thursday 11th April 2024
Closing Time*	4.00 pm Thursday 2nd May 2024

**Dates are subject to alteration by the Principal at its discretion.*