



TECHNICAL SPECIFICATION

**Biloela Splash Park 2024 – 2025 – Design and
Construction**

CONTRACT NO.: T2425.26

TABLE OF CONTENTS

TABLE OF CONTENTS

INTRODUCTION	3
AVAILABLE INFORMATION	3
SCOPE OF WORKS	3
TENDER SUBMISSION	7
DETAILED DESIGN PHASE	8
CONSTRUCTION PHASE	8
SPLASH PARK DESIGN	8
CONSTRUCTION	11
AS-CONSTRUCTED DRAWINGS	13
OPERATION & MAINTENANCE MANUALS	13
OPERATOR TRAINING	13
PRACTICAL COMPLETION AND HAND OVER	14
DEFECTS LIABILITY AND MAINTENANCE	14
Nature of Tender	15
LAPSING OF OFFER	15
TERM OF CONTRACT	15
APPOINTMENT OF THE PRINCIPAL CONTRACTOR	15
POSSESSION OF SITE	15
BONDS/RETENTIONS	16
PRICING	16
LODGEMENT OF CLAIMS	16
PROJECT VARIATIONS	17
DIMENSIONS AND LEVELS	17
SURVEY	17
MATERIAL, PLANT & EQUIPMENT AND LABOUR	18
CONSTRUCTION SPECIFICATIONS	18
TRAVEL TO AND FROM SITE	18
MOBILISATION AND DEMOBILISATION	18
EXISTING SERVICES	19
TEMPORARY SERVICES	19
INSPECTIONS, MONITORING AND COMPLIANCE TESTING	19
ADDITIONAL WORKS	21
SALVAGED MATERIALS	21
COMMUNITY LIAISON	22
IMPACT ON NEIGHBOURING PROPERTIES	22

TECHNICAL SPECIFICATION

INTRODUCTION

Due to multiple requests from the community Council has committed to the installation of a new splash park and changing rooms within the existing Lions Park boundaries located within the Biloela township.

Council is looking for a suitably qualified contractor to undertake the design and installation of a splash park as per the requirements of this document and its appendices.

AVAILABLE INFORMATION

The following information is available to help with your understanding of existing and intended scope of this project:

- Locality Map (Appendix A);
- Proposed Splash Park Location Lions Park (Appendix B);
- Lions Park Site Photos (Appendix C);
- Lions Park Underground Council Services (Appendix D);
- Lions Park Survey (Appendix E);
- Geotechnical Report (Appendix F);
- Contamination Report (Appendix G);
- Asbestos Management Plan (Appendix H);
- Lions Park TPZ Plan (Appendix I); and
- Pricing Schedule (Appendix J).

The Contractor shall familiarise themselves as to the nature of the Site of the Works and of all matters and things relating to the Works, including but not limited to the nature of ground, slope stability, services and amenities, in ground services, condition of the sites, access to the sites and likely weather conditions.

SCOPE OF WORKS

The Works Under the Contract (WUC) are located within the boundaries of Banana Shire Council within Lions Park Biloela as shown in the Locality Map Appendix A.

Council has recently received funding from the State Government for the establishment of a Splash Park to service the whole of the shire. Currently the closest Splash Park for Shire residents is in Gladstone which is located over 100km from the Biloela Township. The community, especially Biloela residents, have submitted multiple requests to Council for such a facility as they believe it would be beneficial for community members and visitors to the region.

The scope of this project is for the design and installation of a shaded Splash Park and change rooms suitable for use by all Shire residents and would attract the interest of visitors to the area (**please note that design and construction of the carparking area shown on the proposed Location Plan in Appendix B is not included in this tender**). The facility is to be delivered within a budget of up to \$1,500,000 (ex GST) which includes all project costs, including detailed design, demolition (if required) and disposal, construction and commissioning.

The contractor is required as part of their tender **to submit up to two (2) coloured concept designs** (plans and perspective for each option submitted) for the Splash Park wet area, pump shed and changing rooms.

The plans must consider trends and suppliers should demonstrate experience in:

- Aquatic facility design, including understanding of current and future trends in outdoor swimming facilities.
- Understanding of the specific needs associated with the development of aquatic environments.
- Designing to tight project budgets and time frames.

NOTE: Council is seeking and will only assess Design & Construction submissions; Council will not be breaking up the work into separate elements.

The contractor is to deliver the following:

- Splash Park equipment design, supply and installation
- Changing room / showers design, supply and installation
- A minimum two (2) conforming designs per submission / supplier
- Stakeholder consultation prior to final design, this could include a meeting or two on site with Council and other interested parties (to be nominated by Council if required)
- Identification of services locations (onsite services location and Before You Dig Australia BYDA) in the vicinity of the proposed works, prior to the commence of detailed design work
- Geotechnical Investigation to inform foundation design for the Splash Park, equipment room, changing rooms, tanks, etc.
- Compliance with the requirements of the Asbestos Management Plan for the site, including safe disposal of any asbestos waste unearthed during construction
- Temporary fencing / compound as Lions Park is to remain open to the public during the construction period
- Demolition and removal of existing infrastructure as required (removal of any existing park infrastructure is to be avoided where possible within the design of the Splash Park)
- All excavation, building, civil, water, sewerage and electrical work in connection with the changing rooms, Splash Park and water treatment works
- Splash Park testing, commissioning and certification
- Operator training and handover of all new equipment
- Maintenance period (12 months manufacturers servicing and maintenance)
- Defect liability period of 12 months

- As built drawing – 12D plans – (.dwg files and pdf's scaled @ A3) and hand over documentation
- Provide technical specification for each piece of equipment, including manufacturer's installation and operation instructions
- Site clean-up
- Removal of all building spoil, rubbish and excess materials (daily)
- Reinstatement / making good of all pre-existing surfaces including gardens beds, grassed areas, pavements and irrigation systems

The project will involve the supply and installation of new equipment which must meet all relevant Australian and Industry standards, codes and regulations.

The scope of the project includes but is not limited to:

- All costs for the sourcing, supplying and delivery to site of all materials required for the construction of the approved design.
- All costs for the connection of power, sewerage and water supply services for the facility.
- All costs associated with obtaining any building approvals required for the installation of the facility.
- Establishment and disestablishment including cleaning up and making good, except to the extent that establishment and disestablishment are the subject of a separate specific work item in the Pricing Schedule
- All costs associated with the for travel to and from the site of project staff
- All costs associated with accommodation and meals for all project staff.
- Provision of all site facilities, except to the extent that the provision of any site facilities is the subject of a separate specific work item in the Schedule of Rates
- Provision of all labour, plant and equipment
- Provision of all supervisory and support staff
- Development, submission to Council for approval, a minimum 10 working days before the commencement of construction, and Implementation of the following:
 - Construction Program (in a Critical Plath Network format).
 - Quality Management Plan
 - Environmental Management Plan

- Erosion and Sediment Control Plan (to cover both construction and running of facility)
 - Workplace Health and Safety Plan
 - Traffic Management Plan (if required)
- All costs associated with the operation of the Contractor's Workplace Health and Safety obligations, Quality System, Environmental Management obligations, Traffic Management obligations, Community Liaison obligations, Public Utility Plant obligations, works programming, road maintenance obligations and all other supervisory and coordination functions, except to the extent that such obligations and functions are the subject of separate specific work items in the Pricing Schedule.
 - The identification and creation of suitable stockpile/park-up locations with approval for each site to be obtained from Council before commencing use. The contractor will be responsible (at no cost to Council) for obtaining any approvals required for the use of these locations, the implementation of any conditions of use listed on these approvals and the tidying/re-establishment of the sites to pre-use or better condition.
 - All costs associated with the safe disposal and transport of all spoil from the site as per legislative requirements (eg. Disposal of possibly contaminated materials) at a suitably approved location.
 - Cost of repair to any damage to Council and/or private infrastructure which can be directly contributed to construction undertaken by the Contractor.
 - All costs associated with securing the site during construction so as to meeting the safety requirements of the approved Safety Management Plan and ensure that park users (Lions Park) are unable to access the construction site.
 - Any survey requirements for construction
 - All costs associated with compliance testing requirements as per the requirements of relevant Australian Standards, Regulations and Acts
 - Supply of detailed maintenance procedures for all items and instructions as to the day to day running of the facility (including water testing requirements and frequencies).
 - Regular communication with the Council and its Superintendent throughout the Project
 - All costs incurred by the Contractor in complying with Commonwealth and State legislation and Local Government By-laws
 - All costs associated with the work with respect to security, interest, fees, charges, taxes, royalties, insurance and compensation.
 - Cooperation and coordination, using "best for project" mindset.

- Provision of a weekly progress report, to be sent to the Superintendent every Friday. The information shall include progress from the previous weeks' works (including photographs), planned works for the next week, any issues affecting the contract delivery, adjusted monthly expenditure, safety statistics, audits (e.g., safety/environmental).
- Provision of the Handover Data at Practical Completion - which includes as-constructed drawings, test results, photos, the register for the completed works etc.
- All overheads and profit
- All other expenses associated with the work not specifically listed above.

Tenderers are to note that Council, may at its sole and unfettered discretion, amend/modify the scope of works at any time during the contract.

If the scope of works is amended/modified, the Contractor is not entitled to any compensation

TENDER SUBMISSION

All tender submissions are to include the following:

- *Design & Construction Program*
 - Council is seeking an efficient design process and would encourage innovation in submissions to complete the tender package to Council in the shortest period of time and with consideration to the seasonal nature of the facility. Design teams should make clear their assumptions regarding program and innovation in their submission.
 - Council requires the submission of a Gantt Chart Program.
 - Program is to be inclusive of both Design and Construction phases of the project (including equipment delivery lead times)
 - Key milestones and durations are to be detailed, including the Development Application phase between the Design and Construction phases.
- *Concept Designs – Minimum two (2)*
 - Provide Concept Design Package for each of the minimum Two (2) options, including:
 - Overarching park integration
 - Design intent
 - Plans and 3d images
 - Equipment room and change rooms plans and equipment schedule
 - Process & Instrumentation Diagram (P&ID)
 - Expected annual water useage for each of the designs based on a conservative use estimate and details regarding any water conservation initiatives that are to be used within the design
 - Information regarding any environmental or recycling initiatives that may be used within the design
 - Supporting information/specification sheets

- Overall project price breakdown and estimate of annual maintenance cost of the facility
- Separate pricing for individual pieces of equipment

DETAILED DESIGN PHASE

- *70% Detailed Design*
 - Development of the preferred design option.
 - Prepare 70% Design Documentation, confirming footprint, design and material palette.
 - Council Project Team to review and comment on 70% Documentation (minimum 5 working days hold point).
- *90% Detailed Design*
 - Update Design Documentation to reflect Council Project Team feedback.
 - Council Project Team to review and comment on 90% Documentation (minimum 5 working days hold point).
- *100% Final Detailed Design*
 - Translate feedback from the Council Project Team into further development of the detail Design Documentation.
 - Finalise 100% Documentation and Technical Specifications.
- *Planning and Building Approvals*
 - The Contractor will manage and submit all required Development / Building Approvals

CONSTRUCTION PHASE

- *Demolition and Construction*
 - Program must include key milestones and lead time items.
 - Allowable working hours for the contract shall be restricted to 7am to 5pm Monday to Friday (excluding Public Holidays). The Contractor shall not undertake work outside of these times without authorisation from the Principal.

SPLASH PARK DESIGN

Splash Park designs will be a minimum of two conforming designs per tenderer. Tenderers should provide clear design documents to demonstrate response to the following key design features and project performance considerations for their design response. Non-conforming designs and submissions may not be evaluated as per conditions of tendering.

Supervision and Patron Safety

- The design should facilitate the ability for splash park patrons to be supervised adequately, while not impacting existing supervision provisions for the remainder of the park site.
- Consideration of scale of waterplay features is required to ensure larger play structures do not impact the ability to safely supervise the splash park.
- Consult and consider the design requests of Council Representatives.

Splash Park Operation / Compliance

- The Splash Park design is to be in accordance with QLD Health Water quality guidelines for public aquatic facilities (Interactive Water Features) to ensure it can be managed and maintained in accordance with the Queensland Public Health Act 2005.
- Respondents shall provide a design complying with the Royal Life Saving Guidelines for Safe Pool Operation (GSPO) and allow Royal Life Saving to undertake an audit of the design, providing written confirmation of approval from Royal Life Saving Australia prior to construction on-site.
- The design must consider the safe operation of pool plant and equipment, with automatic dosing and operation where possible, to ensure Council staff can safely and efficiently maintain and operate the splash park.
- The new facility shall be designed to operate in isolation to the existing park facilities, i.e. separate water supply, pumps, filtration, disinfection system, monitoring, etc.

Design and Aesthetics

- The aesthetic design and selection of the splash park equipment shall be consistent in theme, colour and material to represent the context of the Biloela region culture, environment, flora and climate. (Some possible themes suggested by the community – Agriculture, mining, local wildlife [*Biloela is the aboriginal name for a White Sulphur Cockatoo*]).
- The selection of equipment should respond to a range of sensory experiences, including movement, sound and touch, to provide an inclusive offering to the Biloela Community.
- Focus on high value waterplay features, of various scales and age groups, to maximise the value of the space while aligning to budget.
- The arrangement and design of the equipment must cater for age groups from pre-walking toddlers to 12-year-old children, to be zoned by age groups, with a progression from smaller age groups to older. However, access for all, regardless of age, gender and ability must be demonstrated.
- The inclusion of some interchangeable equipment is preferred, noting larger equipment such as tip buckets and spray hoops are not interchangeable, but can still be included in the project.

- Design and equipment selection should take resistance to vandalism into account to maximise the vandal proof rating of the facility
- Design should include a manifold and control system away from the splashpad (but to be integrated in to the change rooms building) to be able to adjust the flow of each play item and a timed manual activation method.
- Ensure the design will not impact on current tree protection and root zones within the area.
- Respondents are encouraged to provide value add solutions, and consideration to safe and appropriate floor surfaces (applied or tiled) to the splashpad floor, ensuring that all options are warranted, meet the required slip ratings for zero depth waterplay and are easily maintained.
- Landscaping around the new facilities, including hard surfaces, retaining walls if necessary, retention of trees where practical and planting of new trees and other vegetation for a considered and consistent theme outcome.
- Please provide costs for supply and installation of a new shade structure in the final design.

Sustainability and Maintenance

- Consider the environment and ongoing service costs and maintenance of the asset.
- Ecologically Sustainable Development (ESD) principles, including but not limited to passive design, low carbon material selection, energy efficiency, water use and waste management.

Value

- Cost effective proprietary materials and equipment where possible, achieving best value for the advised Project Budget.

Site Planning and Investigations

- Construction is to be undertaken allowing the park to remain open throughout the period of works, with the construction work zone isolated from the public with temporary fencing, appropriate hoardings etc.
- Respondents are required to confirm site suitability undertake site investigations prior to submission of tenders.
- Respondents are to include all costs, including but not limited to geotechnical investigations and site establishment costs.
- Include a site management plan, outlining fencing, access, deliveries, site infrastructure, ablutions, erosion control and environmental management.

Site Conditions and Gradients

- All designs must respond to existing site conditions, levels and gradients. Site must not be assumed to be level. A site contour and feature survey has been provided with the Tender Documents.

Geotechnical Report

- A geotechnical investigation has been undertaken recently in close proximity to the proposed Splash Park site. This is included with the Tender Documents for information only and to inform preliminary concept designs. The successful tenderer will be required to undertake their own geotechnical testing at the Splash Park location as part of the detailed design.

Asbestos Management Plan

- An Asbestos Management Plan has been generated for the Splash Park site. This plan has been included with the Tender Documents and all requirements are to be met during the design and construction phases of the project.

CONSTRUCTION

Critical witness/hold points

The contractor shall give the Council's Representative no less than two (2) business days' notice for inspections to be conducted on site at the following witness/hold points –

Component	Witness/hold point contact
Dilapidation report	Banana Shire Council Representative
Service locations (marked on site) including marking out of tree protection zones prior to any excavation works being undertaken	Banana Shire Council Representative
Splash Park layout onsite following excavation and preparation of Splash Park area by contractor	Banana Shire Council Representative
Concrete slab pre-pour setout inspection for Splash Park, change rooms, equipment shed and balance tank	Banana Shire Council Representative
Splash Park equipment set out	Banana Shire Council Representative
Pressure test of new pipework	Banana Shire Council Representative
Completed concrete works	Banana Shire Council Representative

Timeframes

This project has State Government Grant Funding (Resources Community Infrastructure Fund) with time delivery guidelines. Therefore, Council is looking for the earliest possible start and an efficient delivery program for the entire project scope – Design Phase and Construction Phase. Task durations and key milestones to be highlighted in tenderers submitted program. **All works are to be completed by before 12 December 2025.**

Limitation of Works Area

The contractor shall ensure that for the duration of the works that all plant, equipment and materials are kept and stored in a neat, tidy and safe manner and within the allocated or

approved construction / works area and as per the onsite direction of the Council's Representative and as per the requirements of this contract.

Appropriate signage must be used at all times to manage public safety.

Construction for Safety

The contractor shall prepare and submit detailed site specific Job Safety Analysis for each section of works for approval by the Superintendent or Project Manager.

Quality Assurance

The contractor shall prepare and submit a detailed Inspection and Test Plan (ITP) for each section of work for approval by the Superintendent or Project Manager.

Traffic Management

Where applicable, the Contractor shall make allowance within their tender for work zone traffic management and pedestrian management on site.

Dilapidation Report

The Contractor shall make allowance for a dilapidation inspection and report including photographic evidence of all existing damage and condition of surrounding assets including but not limited to adjacent fences, property, trees, landscaped areas, footpaths, buildings, equipment and kerbs prior to commencement of works.

This report is to be provided to the Council Representative for review and approval prior to works commencing on site.

Temporary Fencing

Standard temporary construction fencing shall be established on site prior to commencement of works for the duration of the works.

Protection of the Works and Public

The contractor is to display the required public safety and site control signage across the full extent for the duration of the works.

The contractor shall prevent all vehicular traffic accessing the site over amenity or irrigated turf areas. All access to the site will be as agreed with the Council Representative.

Protection of Existing Established Trees

Where applicable, the contractor shall establish and maintain throughout the full period of works the required Tree Protection Zones (TPZ) around all existing established trees within or adjacent to the purposed sites of works – including regulated and significant trees.

A plan of the TPZs for all existing established trees in the Lions Park Facility is provided in the Tender Documents.

Where provided all works must be completed in complete compliance to the site specific or general Tree Management Plans, this specification and all relevant Australian and Industry Best Practice models, as outlined in Australian Standard AS 4970.

There shall be no mechanical ripping within the crown spread of all existing trees within or adjacent to the proposed site of works.

The contractor shall give the Council Representative a minimum of two (2) business days notice if any landscape works or equipment are to encroach into the TPZ.

If the contractor uncovers any tree roots that have a circumference exceeding 50mm they must let the Council Representative know before proceeding with any further works in the area.

Clean Up

The contractor is to make good of the site and leave the site in a neat and tidy condition at all times to the satisfaction of the Council's Representative.

All rubbish must be removed daily. All site generated waste and fill must be disposed of off-site.

The contractor shall remove and be responsible for the safe and environmentally conscious disposal of all surplus soils, construction material and waste.

AS-CONSTRUCTED DRAWINGS

The contractor shall provide as-constructed drawings, detailing all services and equipment as installed to reflect an accurate representation of the actual installation.

As-constructed drawings should include the following:

- General arrangement drawings, plans and sections.
- Water treatment pipework schematics, process and instrumentation diagrams (P&IDs)
- Electrical and control system wiring diagrams

Approved as-constructed drawings shall be submitted to Banana Shire Council prior to the issue of the certificate of Practical Completion.

OPERATION & MAINTENANCE MANUALS

The contractor shall provide operation, maintenance and servicing manuals to fully detail the complete operation and maintenance requirements of the equipment provided. Manuals shall be provided in hard copy as well as a soft copy on a USB.

The contractor shall provide a program of servicing and maintenance requirements of all items of plant, detailing all regular routine operational maintenance work required and including all necessary information for the proper servicing and maintenance of the plant.

OPERATOR TRAINING

The contractor shall perform training Council Parks and Gardens staff, as well as any other Banana Shire Council representative/s as required. The training shall include a detailed

explanation of all systems along with a physical demonstration of all operating procedures as described in the operation and maintenance manuals.

PRACTICAL COMPLETION AND HAND OVER

Practical completion will not be issued until the following items have been completed or supplied to Council:

Item	Responsible Party	To be Provided / Completed
Complete installation and construction details for all supplied equipment. Including but not limited to: <ul style="list-style-type: none"> • As-constructed drawings • warranty information • operation and maintenance manuals • operator training • certificate of compliance for electrical work completed under the contract 	Splash Park Supplier	Immediately following completion of works.
Inspection of facility and review of submitted testing results for the acceptance, by the Council Representative, of the facility installation as complete and compliant with the design and all associated standards.	Council	Within 5 days of splash park being completed
Actioning and remediation of all major or high risk defects and non-conformances as identified by either Council or independent report. A copy of an audit rectification report.	Splash Park Supplier	Remedial works to be actioned within 5 days of receiving report and direction from Council's Representative
Certificates of compliance for all equipment.	Splash Park Supplier	Immediately following completion of construction

DEFECTS LIABILITY AND MAINTENANCE

A twelve (12) months maintenance period applies.

The contractor shall be responsible for all inspection, routine maintenance works and repairs for a 12-month period following the issuing of Practical Completion.

Routine maintenance shall be as per the equipment manufacturers specified maintenance instructions and as captured within the maintenance program provided under this contract. The contractor shall notify the client in writing 5 days prior to each routine maintenance visit to ensure that the maintenance work can be co-ordinated with Council's The Centre's operational staff. Copies of all inspection reports and work records shall be supplied to Council within five (5) business days of the inspection and works taking place. Reports should note date, time and details (including photographic evidence) of the inspection and works being completed. In case of any non-compliance the contractor is to provide Council with a timeframe and evidence for when the rectification works will be / have been carried out. Any hazards are to be isolated until repairs can be completed.

Nature of Tender

This tender is to be considered a Lump Sum Contract under AS4902 – 2000. The submitted price shall be based on a Pricing Schedule (included in Appendix I of this document) and payment shall be made on the basis of:

- a unit rate for those Works Items which have a stated unit of measurement and a stated quantity; or
- a lump sum for those Works Items which do not have a stated unit of measurement and a stated quantity.

Unless stated otherwise in this Document, the Tender shall be for the whole of the Works specified in the Tender Documents and Notices to Contractor (if any) with all rates submitted fixed for the life of the contract.

LAPSING OF OFFER

Offers submitted under this tender shall remain valid for a period of three (3) months after the closing time and date and may be accepted by Council at any time before the expiry of that period unless otherwise notified, in writing, by Council.

TERM OF CONTRACT

The initial term of this Contract shall begin on the issuing of the Letter of Acceptance by Council.

All works related to this contract are to be completed **by 12th December 2025**.

If the Contractor's business is sold or transferred to another entity the submission cannot be transferred and will be null and void.

APPOINTMENT OF THE PRINCIPAL CONTRACTOR

Upon the date of the Letter of Acceptance of Tender:

- Council is deemed to have appointed the Contractor to be the Principal Contractor and the Contractor is deemed to have accepted the appointment.
- The Contractor, in respect of the work to be executed under the Contract, becomes responsible for the performance of the Principal Contractor's functions under the Act and under the Regulations and compliance standards in force under the Act.
- The Contractor's appointment as Principal Contractor must continue until the Contractor completes all of the work under the Contract unless sooner revoked by Council giving twenty one (21) days' notice in writing to the Contractor of its revocation or by Council taking over or terminating the Contract pursuant to any provision of the Contract or according to law.

POSSESSION OF SITE

Possession of site is to be granted 10 business days after the acceptance of tender. Prior to being given possession of site by Council the Contractor must:

- a) Provide proof of all required insurances

BONDS/RETENTIONS

The following bond and retention requirements will be enforced as part of this project:

- **Bond** – a bond to the amount of 10% of the total project cost, in the form of a minimum 2 non-expiring bank guarantees (5% each), is to be submitted to Council ten (10) days before the issuing of Possession of Site. One guarantee will be returned on the issuing of practical completion (after the completion of a Project Completion inspection and the submission of all project documentation) with the remaining guarantee to be held by Council until the successful end of the Defects Liability Period

OR

- **Retention** – Alternatively a retention amount of 10% can be removed from each claim until the maximum 5% of each project is reached. This money will be held by Council for the Defect Liability Period and the Contractor can claim for each project on the successful completion of the Defects Liability Period for each.

PRICING

All prices are to be quoted as GST excl. and cover all costs associated with the performance of the service. **Prices are to be fixed and guaranteed for the duration of the contract.**

LODGEMENT OF CLAIMS

Progress Claims are to be submitted by the Contractor each month. A further two (2) progress claims can be made during the project at the following times if required:

- Once upon the issue of the certificate of Practical Completion; and
- Once upon the issue of Final Certification

Progress claims are to be made via the following process:

- A spreadsheet listing the quantity of works completed for the month along with the associated quality records (including supporting documentation for the quantities listed) is to be submitted to Council no later than the 15th of each month
- Council will then assess this information
- Council will forward a request for an invoice to be submitted for the approved claim amount by the Contractor
- Payment of the invoice will be made through Council's payment procedures on receipt of the invoice

All progress claim amounts/quantities (including any variations) are subject to approval by Council before payment is agreed.

Banana Shire Council will not have any obligation to pay the respondent for Goods until the Authorised Officer has been given a correctly rendered invoice.

A correctly rendered invoice must:

- Specify details of order in sufficient detail to enable Authorised Officer to assess; and
- Specify BSC Order number and Tender number; and
- Specify the respondent's Invoice number and Invoice date; and
- Specify the Contract Price payable by BSC and particulars of any GST payable in respect of the Contract Price; and
- Otherwise comply with the requirements of a Tax Invoice for the purposes of the GST Act.

PROJECT VARIATIONS

Council may, by written notice given to the Contractor, require the Contractor to vary the Works in nature, scope (extent and quantity) or timing.

The Contractor may be directed to:

- Increase, decrease or omit any part of the Works and / or
- Perform additional work.

Where the contractor is given a direction to vary the work under the contract which is not expressly identified in writing as a variation, the contractor must promptly, and where practicable before complying with the direction, give the Council Representative a written notice which identifies the direction and states that the contractor considers that the direction involves a variation. The approved variation number should be noted on the Invoice and be itemised.

All project variations must be approved by Council before a claim can be made. The Contractor is to include a breakdown of the proposed cost of any variation (based on the day labour rates submitted as part of this tender) as part of any variation submission.

DIMENSIONS AND LEVELS

The Contractor must not rely on dimensions and levels provided by the Principal and must obtain or check all measurements before commencing the Works. The Contractor shall verify details of existing work before modifying it. Any discrepancies must be reported to the Superintendent immediately.

SURVEY

Standard AHD and Geocentric Datum of Australia (GDA94) is the basis of all levels and coordinates associated with the Works unless stated otherwise.

The contractor is responsible for setting out of the Works from the design and a qualified Surveyor is to be engaged to undertake the set out.

A qualified surveyor is also required to conform design conformance at each level of construction.

MATERIAL, PLANT & EQUIPMENT AND LABOUR

All materials used in the works under contract (WUC) are to be the best of their respective kinds and in accordance with the current specifications of the Standards Association of Australia for those particular materials where such specifications are applicable and do not otherwise conflict with an express requirement of this Contract. If there is no relevant Australian Standard, the British Standard Specification if any, will apply.

The Superintendent may require samples of any or all materials to be submitted for its approval before their use. Whether the Superintendent has called for samples or not, all materials used in the WUC are subject to the Superintendent's written approval: -

- a) the Contractor may request the Superintendent to direct that alternative materials or equipment be substituted; and
- b) the Superintendent may, if the Superintendent is of the opinion that the characteristics of type, quality, appearance, finish, method of construction and/or performance are not less than is required by the Contract, direct a variation for the convenience of the Contractor allowing the substitution.

The Contractor shall provide all materials, plant, personnel and other items of work necessary for the proper completion of WUC or the compliance by the Contractor with any of its other obligations under the Contract, (including items which are not expressly mentioned in the Contract but which are obviously and indispensably necessary for the proper completion of such work or the compliance of the Contractor with its other obligations under the Contract);

All plant and equipment shall be appropriately licenced/registered and worthy for use in accordance with current legislative requirements and manufacturer's specifications.

All work shall be carried out by suitably qualified persons having experience in the particular types of work to be executed.

DESIGN & CONSTRUCTION SPECIFICATIONS

Where there is no specific reference made to a works specification the Capricorn Municipal Development Guidelines (CMDG) Standard Specifications apply. Copies of CMDG Specifications are not included in this document but can be found at www.cmdg.com.au

TRAVEL TO AND FROM SITE

The Contractor is responsible for any costs related to daily travel to and from the site including vehicle, plant, fuel, maintenance, accommodation and any other costs.

MOBILISATION AND DEMOBILISATION

The Contractor shall include the following during the site establishment: -

- Sanitary facilities, shelters, storage facilities which are required for the Contractor's establishment on the Site and execution of the work under the Contract;
- Provision of all services for construction purposes as required;
- Maintenance and security of site facilities; and
- Mobilisation and demobilisation of all site facilities.

The Contractor shall be responsible for the security of the Contractor's Work Area and of construction plant and materials. Work sites shall be free from rubbish, waste materials and refuse of any description at all times. Disestablishment shall include removal of all surplus

materials, rubbish, waste materials and refuse of any description from the work site and from all construction or storage areas.

EXISTING SERVICES

The Contractor is to undertake "Before You Dig Australia" (BYDA) for all operations.

The Contractor shall make enquires to all authorities to determine the locations of services and shall exercise care in not disturbing these services during the execution of the works.

The location and size of services shown on the drawings should be considered approximate only. Confirmation shall be made on site with the assistance of authorities where possible.

The Contractor shall be responsible for the rectification of any services damaged or interfered with on the Work Site or during activities directly associated with the Works during the course of the Works. Rectification shall include details such as bedding and overlays of granular materials.

Should conflicts occur with services, the Contractor shall arrange to divert or relocate as required by the Superintendent.

Should conflicts occur with service mains, the Contractor shall notify the Superintendent promptly in writing and shall arrange to have the service relocated/diverted by the appropriate authority.

TEMPORARY SERVICES

The Contractor shall provide and maintain temporary services necessary for the execution of the work under the Contract, install such services in accordance with the requirements of the relevant authorities and pay charges in connection with the installation and use of such services. Unless there is a specific reference to the provision of temporary services in the contract scope of works, the cost of providing temporary services shall be considered as being included in the cost of the scope of works, unless otherwise agreed in writing by the Superintendent.

Such services shall be made available to Sub-contractors. On completion, the Contractor shall disconnect temporary services and clear away all traces.

INSPECTIONS, MONITORING AND COMPLIANCE TESTING

The Contractor shall be responsible for the quality of all products and services supplied under the Contract and provide all necessary facilities and resources to perform the inspection and tests required to achieve the specified quality.

The Contractor's Quality Assurance System (QAS) shall clearly identify and details the contract requirements for inspections, monitoring and compliance testing.

Prior to the commencement of any works, the Contractor shall prepare and submit to the Superintendent or Superintendent's Representation, for approval, an Inspection Test Plan (ITP) prepared in accordance the requirements of the relevant Australian Standards, Regulations or Acts.

The Contractor shall, for the duration of the Contract carry out inspections, monitoring and testing in accordance with the approved ITP, Quality Assurance System and the technical specification.

Inspections

When the Contractor is required to give notice to the Superintendent for inspections in accordance with the specification, the Contractor should arrange to have a representative freely available for consultation during the inspection. The Contractor should also supply all equipment and labour requested by the Superintendent to check any dimensions, levels, bearings or build quality relating to the works.

The Contractor shall be liable for any costs relating to additional inspections required as a result of the Contractor not being ready.

Inspections are to be timed to minimise the number of times that the Superintendent is required to travel to site.

Random audit type inspections of the works may be undertaken by the Superintendent at any time.

Proceeding beyond a Hold Point or Witness Point

The Contractor shall give the Superintendent not less than two (2) working days' notice of its intention to proceed beyond a Hold Point.

The Contractor shall give the Superintendent not less than one (1) working days' notice of its intention to proceed beyond a Witness Point.

The Contractor shall ensure that all work lots or work items affected by the lot or item in question are conforming; and that all Conformance Reports for all work lots or work items affected by the lot or item in question have been made available to the Superintendent at least 6 working hours prior to the time the Contractor intends to proceed with the lot or item in question, thus ensuring that defective work are not built-in.

Test results shall be provided with the monthly report. Processing of monthly progress payments by the Principal may be delayed if monthly reporting information is not provided by the Contractor.

In the event of any non-conformance to the requirements of the Specification, the Contractor shall immediately advise the Superintendent the details of such non-conformance, including location in the Works, and the proposed remedial actions.

Compliance Testing

Compliance testing shall be carried out for each lot or item. The Contractor shall perform all compliance and testing in accordance with the minimum testing requirements to ensure that the works comply with the standards and requirements of the Contract.

Compliance testing shall be at the Contractor's expense and deemed to be included in the Contract Sum.

The Superintendent will have the right to be present at, or have a representative present at all tests, at the time of taking of samples and specimens and at the time of preparation of material for testing. The Superintendent may reject the results of tests carried out without reasonable notice to him and may direct that such tests will be repeated at the Contractor's expense.

The Contractor shall give sufficient notice to the Superintendent to enable any materials or workmanship to be examined prior to incorporation into the finalised Works and must give sufficient notice to the Superintendent to enable sighting of any test results required by the

contract or ordering of any test results prior to incorporation of materials or workmanship into the finalised Works.

Tests undertaken throughout the duration of the Contract must be submitted to the Superintendent not more than two (2) Business Days following the date of testing. In the event that test results indicate non-compliance with quality targets, notification of non-compliances is to be notified to the Superintendent within not more than 24 hours of the time of the test.

The Contractor shall prepare and submit all necessary documentation and records as verification that installation, testing and commissioning has been successfully completed.

The Contractor is to provide, free of charge, any materials, labour, compressed air and equipment that may be necessary to carry out all testing required.

In addition to any test result provided during the month, all test results shall be provided and presented in an orderly and organised manner with the Contractor's monthly report. Processing of monthly progress payments by the Principal may be delayed if monthly reporting information is not provided by the Contractor or provided in an unsatisfactory manner.

In the event of any non-conformance to the requirements of the Specification, the Contractor shall make available to the Superintendent, a Non-Conformance Report (NCR) that details the non-conformance, including location in the works, and the proposed remedial actions. If any portion of the work fails to reach the specified testing requirements, that portion of the works so affected will be re-tested after rectification by the Contractor at the Contractor's expense.

A NATA-registered laboratory certified for the tests specified shall be engaged to undertake all compliance testing.

The location of each density test shall be chosen by a method of random stratified sampling and the relative compaction shall be determined by Test Method. Reporting and correction for oversized material is mandatory as part of the test. The density index of non-cohesive materials shall be determined using Test Methods in accordance with AS1289.

In circumstances where the Superintendent requests additional tests in excess of the approved testing schedule/plan and where the results of the tests comply with the requirements of the Specification, the Contractor may request The Principal to reimburse the costs of the tests. The Contractor must provide evidence of the testing costs. The Principal shall not be responsible for costs relating to test results that do not meet the requirements of the Specification.

ADDITIONAL WORKS

Should during construction the Contractor identifies complementary works outside the scope of the project they believe would be beneficial to Council, the contractor is to advise the Superintendent of these observations. Contractors must provide an offer for the complementary scope. Council will evaluate the offers for the complementary scope and determine if any will be included in the contract scope for award.

Council reserves the right to accept or reject any tender offer for complementary/betterment scope.

SALVAGED MATERIALS

Unless otherwise stated, all materials, plant equipment, fixtures and other items salvaged from the Site of the Works shall be the property of the Principal and shall not be removed

from the site without the prior approval of the Superintendent. The Superintendent is to be immediately consulted when any find is made that is considered of relevant heritage value.

The Contractor is to obtain written approval from the Superintendent prior to removal from site of any material or material which is or may be suitable for use as fill on the site.

Material which is unsuitable for re-use should be transported and dumped in an approved dump area.

Approval for dumping of materials, not otherwise designated, should be obtained from the Superintendent.

Council operates a spoil permit system where residents can request approval to access spoil material. Disposal of spoil material to local residents is as by written direction and approval of the Superintendent. In these circumstances, The Contractor must be a willing participant in assisting with the management of this system.

COMMUNITY LIAISON

The Contractor must make available a 24 hour contact number to respond to all community queries, concerns, issues or the like during the construction period. These contact details must be provided to Banana Shire Council (a customer services and after hours telephone number shall be provided at site handover) at the commencement of works as well as being displayed prominently on site and at the Contractor's site office (if applicable).

The Contractor must appoint a representative to act as the primary contact for all enquiries during the construction period.

All costs incurred by the Contractor for liaison with the community are deemed to be included within other items of the schedule.

Notifications of the commencement date, scope and duration of the works will be sent out by Council before the commencement of construction based on the information supplied by the successful Contractor.

IMPACT ON NEIGHBOURING PROPERTIES

In performing the work under the Contract, the Contractor must not enter or permit its constructional plant and equipment (including that of any subcontractor) to enter land adjoining the Project Site without first obtaining the written approval of the land occupier and the landowner (where these are not the same person/company).

The Contractor must submit a copy of this written approval to Council's Representative upon request. The Contractor must, by the action of the entering on to the neighbouring land, be deemed to have indemnified Council against any claims which may arise from such entry or subsequent operations on the land. Upon completion of work on neighbouring land, the Contractor must forward to Council's Representative a statement signed by the landowner and occupier to the effect that the landowner and occupier are satisfied that any damage to the land which may have arisen from the Contractor's operations has been adequately repaired or otherwise compensated by the Contractor. All costs associated with work on private land must be borne by the Contractor.

This clause also applies to any property that may be impacted on by the works (if not neighbouring to the Project Site) and includes properties along the haulage route or routes that the construction work vehicles travel along during the works.

APPENDICIES

A. LOCALITY MAP

B. PROPOSED SPLASH PARK LOCALITY LIONS PARK

C. LIONS PARK SITE PHOTOS

D. LIONS PARK UNDERGROUND COUNCIL SERVICES

E. LIONS PARK SURVEY

F. GEOTECHNICAL REPORT

G. CONTAMINATION REPORT

H. ASBESTOS MANAGEMENT PLAN

I. PRICING SCHEDULE