

# BREWARRINA SHIRE COUNCIL



## TENDER

FOR

# Management of Brewarrina Pool Complex

**Tender No. 2025-01**

**NOTE: TENDERER IS REQUIRED TO BE A COMPANY WITH AN ACN**

For the period from 2<sup>nd</sup> September 2024 to 31<sup>st</sup> August 2027

Tenders not received by the closing time 2:00 PM on the nominated day shall be deemed to be a tender and will be rejected.

**Tenders Close 2.00pm on Wednesday 31<sup>st</sup> July 2024**

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## **PART 1     INTRODUCTION**

### **1.1 TENDER DESCRIPTION**

- 1.1.1 Brewarrina Shire Council is the authority responsible for the maintenance, operation and management of the Brewarrina & District War Memorial Olympic Pool Complex,
- 1.1.2 Council is seeking to supplement its workforce with suitably experienced Contractor to provide management and operational services at the Brewarrina & District War Memorial Olympic Pool Complex,
- 1.1.3 The management of the pool complex includes but is not limited to the opening and closing of the facility at the specified times, ensuring compliance with Council's objectives, procedures and policies, ensuring suitably qualified staff are on site when required, ensuring WHS is adhered to at all times and upholding Council's core values,
- 1.1.4 The operation of the pool complex includes but is not limited to ensuring compliance with the standards of NSW Health Department for water quality, maintaining the grounds and buildings in a clean and tidy state and managing first aid requirements,
- 1.1.5 The contract includes the operation of the existing kiosk and is to be maintained at a level acceptable to the Food Standards and requirements of Brewarrina Shire Council,
- 1.1.6 Will be responsible for the collection of all entry fees as prescribed in this document,
- 1.1.7 Have the option to provide professional swimming instruction and coaching to the general public,
- 1.1.8 Separable parts cannot be tendered for and awarded separately.

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**1.2 COPY OF ADVERTISEMENT**

**ADVERTISEMENT**

<i>INFORMATION TO BE COMPLETED BY OFFICER REQUESTING ADVERTISEMENT</i>	<i>MEDIA OUTLET</i>	<i>REQUIRED DATES</i>
DATE PREPARED: <b>3<sup>RD</sup> JULY 2024</b>	<b>Western Herald &amp; Council Social Media Pages</b>	<b>03<sup>rd</sup> July – 31<sup>st</sup> July 2024</b>
AUTHOR: <b>PHIL DENNISTON</b>		
REFERRING OFFICER: <b>DAVID KIRBY</b>		
APPROVING OFFICER: <b>DAVID KIRBY</b>		
JOB NO(S):		
FILE NO(S): <b>86-10600-2</b>		

**BREWARRINA SHIRE COUNCIL**

HEADING: **Tender for Management of Brewarrina Pool Complex  
Church Street Brewarrina - Tender No. 2025-01**

**CONTENT:**

Tenders are invited and will be received up until 2:00 pm on Wednesday 31<sup>st</sup> July 2024 for “Contract No. 2025/01 – Brewarrina & District War Memorial Olympic Pool Complex.  
The work under this contract involves the Management and Operational services at the Pool Complex.

Tender documents are available from the Council’s Office’s Bathurst Street Brewarrina Telephone 02 6830 5100 between 8.30am and 4.30pm on business days or available for download from the Council’s website [www.brewarrina.nsw.gov.au/tenders](http://www.brewarrina.nsw.gov.au/tenders)

All tenders shall be submitted in accordance with the Tender Documentation and shall be endorsed with the Contract Number and Description and placed in the Tender Box in a sealed envelope, which is located in the foyer at Council’s Administration Centre. The responsibility for lodgement of the tender in the tender box lies solely with the tenderer.

Tenderers and members of the public are invited to attend the opening of tenders immediately after the closing time.

The canvassing of Councillors or Council staff, at any time, in respect of this Tender will disqualify a tenderer. The lowest or any tender not necessarily accepted.

Further information in relation to the proposed contract may be obtained by contacting; Executive Assistant telephone 02 6830 5100 during office hours.

**Bathurst Street,  
Brewarrina NSW 2839**

David Kirby  
**General Manager**

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## PART 2 CONDITIONS OF TENDER

### 2.1 DEFINITIONS

In this document:

- a) **“RFT”** means this Request for Tender and includes the Tender Form, the Conditions of Tender (Part 2), the proposed Conditions of Contract (Part 3) and any Specifications;
- b) **“Specifications”** means the specifications, including any plans or drawings, for the Works attached to this RFT;
- c) **“Tender”** means your Tender for the carrying out of the Works including the Tender Form as completed by you;
- d) In this document reference to **“Pool”, “Pools” or “Pool Complex”** shall be read to include the Splash Pad Park when completed.

**SEE SECTION 3.1 FOR FURTHER DEFINITIONS**

### 2.2 THE CONTRACT

- 2.1.2 No contract or legal obligations arise from this RFT unless Council accepts your Tender by signing the Tender Schedule and returning it to you or otherwise confirming acceptance in writing.
- 2.1.3 By submitting your Tender you acknowledge that you have read the tender and conditions as set out in this RFT. If Council accepts your Tender in accordance with Section 2.2.1, a contract will come into effect containing the proposed Conditions of Contract set out in this RFT. You will then be legally bound by those conditions.
- 2.1.4 You should pay particular attention to Clauses 3.11 and 3.12 of Part 3 (proposed conditions of contract) of this RFT dealing with insurance.

### 2.3 TENDER SUBMISSION

- 2.3.1 The following Sections in Part 4 must be fully completed in your tender submission:-
  - 4.1 Tender Form
  - 4.2 Lump Sum Rates
  - 4.3 Tenderer’s Details
  - 4.4 Selection Criteria Information
- 2.3.2 Your Tender must be placed in an envelope on which is endorsed the Contract Number and a clear description of the Works for which you are tendering and placed in the Tender Box at the address shown in the Tender Schedule.
- 2.3.3 Your Tender may be sent initially by facsimile provided that:-
  - a) It is received before the scheduled time for close of tenders and is complete including all schedules and other submissions required; and
  - b) The original is posted to Council prior to the advertised time for the close of Tenders.
- 2.3.4 A Tender not complying with Section 2.3 maybe rejected by Council.



## 2.4 LATE LODGEMENT

Tenders **will not** be considered if they are lodged in the Tender Box after the date and time specified in the Tender Form **unless** you have complied strictly with condition 2.3.3 above.

## 2.5 TENDER PREPARATION

2.5.1 Your Tender must address:

- a) the items referred to in Section 2.3 Tender Submission;
- b) any other condition or requirement that is attached and forms part of this document.

2.5.2 You must satisfy yourself that:

- a) information in and the requirements of this document are correct and sufficient for you to properly prepare and submit your Tender, including the Tendered price; and
- b) your Tendered price includes all the costs of complying with all obligations under the proposed conditions of contract.

2.5.3 All individual rates and prices tendered in your Tender must be inclusive of GST and you must identify the value of any GST-free input.

2.5.4 Your Tender must remain open for at least 90 days from the closing date specified on the Tender Schedule.

2.5.5 You are responsible for all costs, losses and expenses incurred by you in preparing your Tender.

2.5.6 Any material submitted as part of your Tender will remain or become the property of Council.

## 2.6 ASSESSMENT OF TENDERS

2.6.1 All Tenders for Services are conducted in accordance with the NSW Local Government (General) Regulation 2005 and Council's Purchasing Policy.

2.6.2 Tenders will be assessed on the basis of best value for money and not necessarily the lowest priced Tender.

Tenderers should note that Council has a Local Preference Policy for tenders, which allows for a 2.5% preference for local tenderers (ie those tenderers with an office located in the Brewarrina Shire Local Government Area), over \$50,000-00. This policy assists in scoring the price component of the tender assessment.

2.6.3 Council is not obliged to accept any Tender.

2.6.4 Your Tender will be assessed against the following criteria.

<b>Selection Criteria</b>	<b>Weighting</b>
1 The Tendered Rates (allowing for Local Preference Policy if applicable)	60%
2 The current financial, technical and managerial capacity, including abilities and experience of nominated staff.	25%
3 Relevant experience in managing and operation a swimming complex.	10%
4 Proven performance in relation to safety management.	5%

2.6.4 You must, if required by Council's Representative, provide additional information to allow full consideration of your Tender.

2.6.5 The canvassing of Councillors or Council staff, at any time, in respect of this Tender will not be permitted. If any person, or representative, approaches or canvasses a Councillor in respect of this Tender then that person will be automatically disqualified from having its tender considered.

## 2.7 **CONFIDENTIALITY OF CONTRACT INFORMATION**

2.7.1 You acknowledge that you are aware that the Council may be required to disclose information, either under the *Government Information (Public Access) Act 2009 No. 52* or the *NSW Local Government Act*;

2.7.2 You are requested to specify in writing any information you believe is confidential in relation to your Tender or that you may wish to be treated as confidential in the contract if your Tender is selected.

### PART 3 CONDITIONS OF CONTRACT

If your Tender is accepted, the following conditions together with the Tender Schedule and any Specifications will constitute the Contract between you and the Council.

#### 3.1 DEFINITIONS AND INTERPRETATION

3.1.1 In the following:

“**Council and BSC**” means the Brewarrina Shire Council (BSC),

“**Council’s Representative**” means the General Manager of Council or delegate;

“**Authorised Council Employee**” means an Employee of BSC with the responsibility to direct Contractors.

“**Company**” means a Pty Ltd Company;

“**Contract**” an agreement between BSC and a Contractor, in accordance with this quotation document.

“**Contract No.**” is a specific reference to this Request for Tender.

“**Contractor**” means the Propriety Limited Company offering Mowing, Slashing and Trimming services to Brewarrina Shire Council for a nominated rate. In the case of this document Contractors are Principal Contractors.

“**Principal Contractor**” means a Contractor that has such authority of the owner as is necessary to enable the Contractor to discharge the responsibilities imposed on a Principal Contractor by Work Health and Safety Act 2011.

“**Site Workers**” means all employees, subcontractors, persons, agents working for the Principal Contractor on the worksite.

“**Works**” means the works specified in the Tender Form;

“**Minimum Annual Contract Sum**” means the Total Amount/Year for each Separable Part accepted by Council at the time of accepting tenders and as adjusted by CPI if applicable.

The Minimum Annual Contract Sum excludes any variations relating to additional areas approved during the term of the contract.

3.1.1 In the following:

a) references to “you” includes yourself, company, employees, agents or subcontractors;

b) words importing a gender include the others; words in the singular number include the plural and vice versa; and references to legislation or

to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;

- c) clause headings are for convenient reference only and have no effect on the interpretation of the provisions to which they refer; and
- d) an obligation imposed by the Contract on more than one person binds them jointly and severally.

## **3.2 THE WORKS**

3.2.1 You must program, commence and complete the Works in accordance with:

- a) the Specifications;
- b) the directions of Council's Representative; and
- c) these Conditions of Contract.

3.2.2 You must also observe and comply with all Acts, Regulations, and other requirements of any law in force in the place where the Works are to be executed. You bear the whole risk of complying with all applicable legislation and law until the Works have been completed to the satisfaction of Council's Representative.

3.2.3 All materials and workmanship must be in accordance with the Specifications or if not fully described in the Specifications, in accordance with the recognised industrial or trade standards. If Council's Representative is of the opinion that any materials, workmanship or part of the Works, are unsatisfactory or are defective, Council's Representative may direct you to remove, and/or correct those works or materials at your expense.

3.2.4 You must conduct your site works, and interactions with the general public in a manner that does not adversely affect the Council's Public and Corporate Image.

3.2.5 Conduct must be in accordance with Council's Code of Conduct. See the relevant extracts in the Council Policies section of this document.

## **3.3 PAYMENT FOR WORK UNDER THE CONTRACT**

3.3.1 The Council will pay you for work done following its receipt of monthly Progress Claims in a format provided by Council and duly authorised by an Authorised Council Employee. The Progress Claims are to be calculated using the tendered rates in the Schedule of Rates and take the form of a correctly rendered Tax Invoice.

The Contractor will be guaranteed payment of the Minimum Annual Contract Sum for the financial year, provided all works requested by Council are carried out by the Contractor in accordance with the contract.

Where the actual value of work performed under the contract for the financial year exceeds the "Minimum Annual Contract Sum" no adjustment will be made.

3.3.2 A tax invoice is correctly rendered if it includes:

- a) The words "Tax Invoice".

- b) Council's job number and/or purchase order number and/or the contract number as provided;
- c) the amount due to you and the basis for the calculation of that amount;
- d) the amount of any GST paid or payable by you in respect of the Works;
- e) the date of and a description of the Works to which the invoice relates;
- f) your address for payment, your ABN and ACN or equivalent.

3.3.3 If you do not supply a correctly rendered invoice Council's Representative may:

- a) refuse to perform any other obligation Council is otherwise liable to perform; and/or
- b) refuse to pay any amount otherwise payable by Council to you.

3.3.3.1 Admission Charges – Council has resolved that there are to be no admission charges for the term of this contract.

All admission charges paid shall immediately become the property of the Contractor.

### 3.3.4 CORE HOURS

#### GENERAL:

Control, conduct, manage and maintain pool in a proper and orderly manner for the production of the public safety and convenience and not permit any disorderly or bad language. The contractor has the sole responsibility to evict patrons for conduct prejudicial to the safe enjoyment of the area, and is responsible for determining the length of the appropriate bans for repeat offenders. The Contractor is to keep written records of all such incidents.

Not permit any child to enter pool that could possibly be truanting from school.

In the case of an emergency, immediately make appropriate calls for Police, Fire Brigade or Ambulance, and notify the Manager for Health and Building at the earliest opportunity.

Not make any alterations or modifications in any part of the pool without the consent in writing from the Council.

Keep all trespassers and animals out of the pool. Tenders should note that in the past there have been trespassing and swimming at night, outside of the pool opening hours.

Ensure that at all times during which the pool is to be kept open to the public, an appropriately qualified Pool Supervisor (either the Contractor or an employee) shall be in attendance and shall be pool side at all times (attendance at the kiosk is not classed as pool side) as per Life Saving Guidelines for Safe Pool Operations.

The Contractor shall supply to the Council a list of persons and details of their qualifications before commencement of their duties.

The Contractor and their employees are required to abide by Council's Policies and Procedures, and in particular the Protective Clothing Policy which states inter alia "Council employee working in an environment exposed to the sun (UV light rays) for a period of greater than a half hour **MUST WEAR** protective clothing and protective equipment at all times".

The Contractor shall clean and maintain the Kiosk in the strict accordance with the Food Act 2003, and Food Regulation 2010.

#### CORE OPERATING HOURS

Monday to Friday (excluding Public Holidays) 6.00am to 8.00am and 10.30am to 6.00pm

Saturdays, Sundays 10.30am to 7.00pm & Public Holidays 12 Noon to 7.00pm

- 3.3.5 The contractor shall notify the Principal in writing of his/her arrangements regarding swimming instruction and coaching at the start of each season. Should the contractor not provide swimming instruction/coaching, Council may arrange for swimming instruction/coaching sessions to be held during core hours as defined in Clause 3.7 of this Contract. The contractor shall be responsible for safety during such sessions.
- 3.3.7 The Contractor shall have sole right to manage and trade on his/her own account in the kiosk at the pool complex and shall be entitled to all profits. No compensation will be payable by the Principal if losses are incurred, The Contractor shall indemnify the Council in respect of all damage claims, costs, expenses and demands in relation to the kiosk during the currency of this Contract. Under no circumstances whatsoever shall any beverage or food containing alcohol or other drugs be stocked (except that analgesics of a type approved by law may be stocked), sold or otherwise supplied. The Contractor shall keep the kiosk clean and comply with the Food Act 2003 and associated regulations at all times and shall be subjected to inspections by Council's Health & Building Section of Council for compliance.

The Contractor shall not sell or supply any product in glass containers from the kiosk at the Pool.

### **3.4 CONTRACT SECURITY, DEFECTS LIABILITY PERIOD & RETENTION**

- 3.4.1 Before commencing works under the contract you must provide contract security in the form of a Bank Guarantee/Cash Guarantee for an amount equal to five (5) percent of the approved GST inclusive contract sum and with an expiry date not less than two (2) months after the projected date of completion of the contract.
- 3.4.2 You must:
- a) make good at your expense all defective work or materials, all damage to or destruction of the Works and all other loss caused by faulty work or materials which become evident during the Contract Period.
- 3.4.3 Provided a Bank Guarantee/ Cash Guarantee as referred to in Clause 3.4.1 has been provided and the works are carried out in accordance with the Contract, Council will pay you progress payments representing 100% of the Contract Price plus approved variations for satisfactory work done at or before the commencement of the Defects Liability Period.
- 3.4.4 The Guarantee referred to in Clause 3.4.1 will be released to you when:
- a) the Defects Liability Period has ended; and
  - b) you have rectified any defects in the Works that have been identified before the end of the Liability Period and all of your obligations in relation to the making good of defects have been fulfilled.
- 3.4.5 Any payment by Council under Clause 3.4.3 will not prejudice any other legal right Council may have against you for breach of the Contract.

### **3.5 PROOF OF PAYMENT**

- 3.5.1 Claims for payment must include:-
- a) a statutory declaration by a representative of the tenderer who is in a position to know the facts declared, that all employees who have at any time been employed by you on the Works; and
  - b) documentary evidence that all employees who have been employed by your subcontractors on the Works,  
  
have at the time of request, been paid all monies due and payable to them in respect of their employment on the Works.
- 3.5.2 Claims for payment must include a statutory declaration by a representative of the company who is in a position to know the facts declared, that all subcontractors have been paid all monies due and payable to them in respect of the Works.
- 3.5.3 Council may withhold payment of monies due until all declarations or evidence requested under Clauses 3.5.1 and 3.5.2 are provided.

### **3.6 HOURS OF WORK**

- 3.6.1 The Swimming Season is defined for the purposes of this Contract as:

**1st opening day** – First Saturday in October.

**Last opening day** - last Sunday in March.

3.6.2 The swimming season may be extended subject to suitable climatic conditions and mutual agreement between the Principal and the Contractor.

3.6.3 The Contractor shall keep the Pool open for the use of the general public each day of the season during the hours detailed below with maintenance duties to be carried out each day:-

**Monday to Friday (Excluding Public Holidays)**

6am to 8am and 10.30 am to 7.00 pm

**Saturday and Sunday** : 10.30 am to 7.00 pm.

**Public Holidays**: 12 noon to 7 pm.

**Monday**: From 6 pm to 8 pm the Pool may be closed to the general public and will be made available for use by the Brewarrina Amateur Swimming Club. The Contractor is required to be on site and responsible for safety during this time.

**Night Swimming:**

Night swimming sessions will be at the discretion of the Swimming Pool contractor.

3.6.4 The Contractor shall not open the pool on Good Friday or Christmas Day without prior approval of the Principal.

3.6.5 The Contractor can at his/her discretion keep the Pool open outside the core hours for the use of the public or private purposes for as long as he/she shall think necessary, provided that private use of the facilities have been approved by the Principal and that such use of the facilities does not unreasonably affect the rights of residents surrounding the complex.

3.6.6 The Contractor may only close the pool during core hours with the prior permission of the Council Representative and such permission will not be unreasonably withheld, particularly in relation to inclement weather and safety issues.

3.6.7 The Contractor shall not allow any person or organisation to conduct a swimming carnival or event at the Pool without the prior approval of the Principal. The charges to be made by the Contractor shall be mutually arranged between the Contractor and the organisation holding the carnival or event and in the event of any dispute or disagreement the Council shall determine and fix the charge and Council's decision shall be final.



3.6.8 The Contractor shall make the pool available for special functions (e.g. Australia Day Celebrations) organised by Council and shall allow the public entry free of charge for the duration of such functions.

3.6.9 No additional amount is payable by Council for up to three (3) such special functions each swimming season. If Council requires the pool to be made available for additional special functions then a payment will be made to the Contractor at the hourly rate as provided in the Tender Schedule.

### **3.7 TERMINATION OF CONTRACT**

3.7.1 Council's Representative may terminate the Contract at any time by written notice if you:

- a) fail to commence the Works within the time specified in the Tender Schedule, or if no such time is specified, within 14 days of the date the Council's Representative notified you that it has accepted your Tender;
- b) fail to carry out the Works at a rate of progress satisfactory to Council's Representative;
- c) fail to carry out any instruction of Council's Representative in respect of the Works;
- d) fail to complete the whole of the Works within the time specified in the Tender Schedule or such extended time as Council's Representative may approve;
- e) are or become bankrupt or insolvent, enter into voluntary administration or make any arrangement with your creditors or take advantage of any statute for the relief of insolvent debtors; or
- f) fail to remedy a breach of a term of the Contract within the period specified in a written notice by Council's Representative.
- g) any substantial breach of the contract

3.7.2 In terminating the Contract, Council's Representative will by written notice, request the Contractor to "show due cause" as to why Council's Representative should not terminate the contract. The Contractor will have TEN days in which to reply, via a written notice. After TEN days from the "show due cause" notice being received by the Contractor, the Council's Representative will decide if termination is still warranted and advise the Contractor via a written notice.

**3.7.3 If Council's Representative terminates the Contract under Clause 3.7.1 and 3.7.2, it may by written notice:**

- a) take over the Works;
- b) take possession and ownership of all materials on or about the Works site which are your property and have been provided by you for the purpose of carrying out the Works.

3.7.4 If Council takes over the Works then all losses, costs, charges and expenses incurred or sustained by Council in completing the Works will be recoverable from

you and, without limiting any other right Council may have, may be offset against any amount subsequently due to you from Council.

3.7.5 Nothing in this Section 3.8 prejudices any other right or remedy of Council in respect of your breach of the Contract.

### **3.8 DIRECTIONS**

3.8.1 You must comply with all reasonable directions given by the Council's Representative in relation to the Works.

3.8.1 Council's Representative may nominate a third party to give directions in relation to the Works. Council's Representative will notify you in writing of that person.

### **3.9 YOUR EMPLOYEES**

3.9.1 You must ensure that all persons employed in carrying out the Works, whether they are your employees or a subcontractor, are paid at the rates which are not less than those fixed by any relevant award, agreement, determination, judgement or order of any competent court, Board, Commission or other industrial tribunal and are employed under the conditions prescribed in any such award, agreement, determination, judgment or order.

#### **3.9.2 QUALIFICATIONS**

The Contractor/employees to be utilised for Pool Side Supervision are required to hold the following Qualifications:

1. A Pool Life Guard Certificate issued by the Royal Life Saving Association of Australia or the accredited body.
2. Bronze Medallion of the Royal Life Saving Society of Australia or an equivalent award recognized by the Aquatic and Recreational Institute.
3. Oxygen Resuscitation certificate issued by the Royal Life Saving Society of Australia or accredited body.
4. A current First Aid Certificate from:

Australian Red Cross

St Johns Ambulance

The Royal Life Saving Society of Australia

Or an equivalent award from the training provider approved by Work Cover NSW.

A copy of these Qualifications is to be submitted with the Tender. In the instance that the successful Tenderer does not hold such qualifications at the time of close of Tenders, they must provide evidence that they have obtained such qualifications prior to the commencement of each pool season.

### **3.10 WORKERS' COMPENSATION INSURANCE**

3.10.1 You must take out and keep current workers' compensation insurance for any person employed in respect of the Contract and you must produce evidence of the currency of any such policy when requested by Council's Representative, on renewal and prior to commencing any work under this contract.

3.10.2 You must ensure that subcontractors engaged by you have all their employees fully covered by Workers Compensation Insurance.

### **3.11 INSURANCE OF THE WORKS, PLANT AND PUBLIC LIABILITY INSURANCE**

3.11.1 You must take out Public Liability Insurance that protects Council and its employees from claims to the value of twenty million dollars (\$20,000,000.00) for any one occurrence. The policy must be kept current for the total contract period including the Defects Liability Period.

3.11.2 You must produce evidence of the currency of this Public Liability Insurance Policy to Council prior to commencing any work under the Contract.

3.11.3 You will not be required to take out and keep current Professional Indemnity insurance.

### **3.12 WORK ON OCCUPIED SITES**

3.12.1 The Work site may be occupied by other parties. Council or other Organisations may require access to the work site to attend services such as water, sewer, phone, electricity etc.

3.12.2 You must accommodate the reasonable needs of Council or other Organisations who need to attend their infrastructure.

### **3.13 WORKPLACE HEALTH & SAFETY**

3.13.1 All Site Workers must have the following cards/documents on site at all times:-

- Current WHS General Induction For Construction Work in NSW - WHS Construction Induction Training Certificate (New Credit Card Type)
- Current Operator's Permits/Licences

3.13.2 Whenever by any legislation the Contractor's site workers are required to be registered or licensed or to hold any permit or certificate or exemption certificate or other qualification, the Contractor shall at his expense ensure that the legislation is complied with and proof thereof shall be produced prior to the commencement of work.

3.13.3 The Contractor will instruct site workers, to comply with all reasonable directions of the Authorised Council Employee, including those relating to safety and safe working.

3.13.3.1 In the event of an Authorised Council Employee directing the removal of any servant or agent of the Contractor from the site, the Contractor, servant or agent shall comply with such directions.

3.13.3.2 BSC reserves the right for an Authorised Council Employee to inspect the site and inspect plant prior to acceptance, and during any hire period.

3.13.3.3 The Contractor will be appointed as the **Principal Contractor** for the job, in accordance with the WHS Regulations. As the **Principal Contractor** you will be authorised to exercise such authority of the owner (ie Council) as is necessary to enable the Principal Contractor to discharge the responsibilities imposed on a Principal Contractor by Work, Health & Safety Regulation 2011. All site workers (including subcontractors) will be required to attend a General, Activity and Site

Induction before commencing work on any job. Site Workers must participate in a Site Induction and be actively involved in Risk Management activities (ie identify, assess and control hazards).

- 3.13.3.4 All of the Contractor's site workers shall comply with all relevant areas of the
- WHS Act 2011, WHS Regulations,
  - Federal and State Legislation,
  - relevant Australian Standards and WorkCover guidelines
  - RMS QA Spec G21 OH&S for Minor Works Schedule J2 Plant Requirements and Table G21/J.1. Minimum compulsory sign requirement, see Section 7 TECHNICAL SPECIFICATION of this document.

With particular emphasis on:

- Amber Beacons
- Operator Restraints
- Steps and Handles to allow three point access
- Fire Extinguisher

- 3.13.3.5 The Contractor must ensure that all work on the worksite is covered by an appropriate Safe Work Method Statement and that this Safe Work Method Statement is understood by all the relevant Site Workers, The Safe Work Method Statement must be on site and produced immediately upon request.

- 3.13.3.6 Have a policy that is at least equivalent to the following Council Policies:
- Workplace Health & Safety Policy (Appendix E)
  - Sun Protection Policy (Appendix F)
  - Smoke-Free Workplace Policy (Appendix G)

### **3.14 TESTING**

- 3.14.1 Unless otherwise specified or approved, all testing under the Contract shall be carried out by a laboratory which is registered for the inspection or testing required at the witness and/or hold point with the National Association of Testing Authorities.

### **3.15 DISPUTE RESOLUTION**

- 3.15.1 Despite any difference or dispute ("Dispute") between the parties arising in relation to the Contract or the Works, each party will continue to perform their obligations under the Contract. You must, if the Contract has not been completed, continue without delay to carry out the Works in accordance with the Contract unless directed otherwise by Council's Representative.
- 3.15.2 If a Dispute arises, then either party may give written notice to the other that a Dispute exists and giving details of the Dispute. The parties agree that following the issue of such a notice, they will endeavour to resolve the Dispute by

negotiations, including by referring the Dispute to persons within their organisations who have authority to intervene and direct some form of resolution.

- 3.15.3 If the Dispute has not been resolved pursuant to Clause 3.20.2 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of the Institute of Arbitrators and Mediators Australia, NSW Chapter. Unless otherwise agreed, the parties will share the costs of the engagement of the mediator.
- 3.15.4 If the dispute is not resolved pursuant to Clause 3.18.3 above within 28 days of the appointment of a mediator then the matter will be referred to arbitration. The Arbitrator will be an independent Arbitrator agreed by the parties or, failing agreement, nominated by the chairperson of the Institute of Arbitrators and Mediators Australia, NSW Chapter. Unless otherwise agreed, the parties will share the costs of the engagement of the Arbitrator. The Rules for the conduct of the Arbitration will be Rules 5 – 18 of the Rules of the Institute of Arbitrators and Mediators Australia for the conduct of Commercial Arbitrations.
- 3.15.5 Nothing in this clause will prejudice the rights of either party to institute proceedings to enforce the Contract or to seek injunctive or urgent declaratory relief in respect of any Dispute.

### **3.16 INDEMNITY**

- 3.16.1 You will be responsible for and will indemnify Council, its employees and agents against all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by you, your employees, agents or contractors in connection with carrying out the Works except to the extent that Council caused the relevant loss, damage or injury.

### **3.17 PRIVACY OF PERSONAL INFORMATION**

- 3.17.1 For the purpose of the Contract, “personal information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- 3.17.2 You must not disclose any personal information obtained in connection with the Contract without the written authority of Council’s Representative. In addition, you must take all reasonable measures to ensure that personal information held in connection with the Contract is protected against loss, and against unauthorised access, use, modification, disclosure or other misuse and that only authorised personnel have access to data.
- 3.17.3 You must ensure that all your employees and subcontractors are aware of and comply with these privacy requirements.

### **3.18 NO ASSIGNMENT**

- 3.18.1 You may not without the prior written approval of Council’s Representative assign the Contract, or assign, mortgage, charge or encumber any of the moneys

payable under the Contract or any other benefit whatsoever arising under the Contract.

### **3.19 INTELLECTUAL PROPERTY**

- 3.19.1 Any material provided by Council's Representative to you for the purposes of the Contract ("Material" including, but not limited to, documents, equipment, information and data) will remain the property of Council and you will use that material only for the purpose of carrying out the Works and otherwise in accordance with any conditions notified to it by Council's Representative.
- 3.19.2 You will be responsible for the safe keeping and maintenance of that Material and, on the expiration or earlier termination of the Contract, you will return to Council's Representative all Material.

### **3.20 CONFLICT OF INTEREST**

- 3.20.1 You warrant that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the carrying out of the Works and of your other obligations under the Contract.
- 3.20.2 If, during the term of the Contract, a conflict or risk of conflict of interest arises, you will notify Council's Representative immediately in writing of that conflict or risk and will comply with any requirement of Council's Representative to eliminate or otherwise deal with that conflict or risk of conflict.

### **3.21 NO EMPLOYMENT, PARTNERSHIP OR AGENCY RELATIONSHIP**

- 3.21.1 You will not represent yourself, and will ensure that your employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of Council.
- 3.21.2 Nothing in this contract constitutes you, or your employees, agents or subcontractors as employees, partners or agents of Council or creates any employment, partnership or agency for any purpose.

### **3.22 WORKPLACE SECURITY**

- 3.22.1 You will, when using Council's premises or facilities, comply with all security and office regulations in effect at those premises or in regard to those facilities, as notified by Council's Representative.

### **3.23 ENTIRE AGREEMENT, VARIATION AND NO WAIVER**

- 3.23.1 The Contract, and pre award correspondence, comprises the entire agreement between the parties and supersedes any prior representations, negotiations, writings, memoranda and agreements.
- 3.23.2 The Contract may only be varied by the written agreement of the parties.
- 3.23.3 Failure or omission by Council's Representative at any time to enforce or require strict or timely compliance with any provision of the Contract will not affect or impair that provision in any way or the rights of Council to avail itself of the remedies it may have in respect of any such provision.

### **3.24 NOTICES**

- 3.24.1 Any notice, or other communication required or otherwise to be given or sent to Council's Representative or to you under the Contract must be in writing and will be deemed to have been given:
- a) if delivered by hand, upon delivery;
  - b) if sent by prepaid mail, upon the expiration of two days after the date on which it was so sent;
  - c) if sent by facsimile, upon the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address;
  - d) if sent by electronic mail, upon the sender's computer recording that the message has been successfully transmitted to the recipient's electronic mail address,

to the persons and addresses or facsimile numbers set out in the Tender Schedule or such other person, address or facsimile number as may be notified by a party to the other from time to time.

### **3.25 SEVERABILITY**

- 3.25.1 Any provision of the Contract which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions of the Contract.

### **3.26 APPLICABLE LAW**

- 3.26.1 The Contract is governed by and construed in accordance with the law for the time being in force in Council and the parties submit to the jurisdiction of the courts of New South Wales.
- 3.26.2 The Contractor will ensure that the Services performed under this Agreement comply with the laws from time to time in force in New South Wales.

## PART 4 SCHEDULES AND FORMS

### 4.1 Checklist for Tenderers

- a) Have you read the document and understood the requirements of the Tender?
- I have read the Tender document and understand the requirements
- b) Have you completed the following forms for inclusion in your submission by the closing date of the Tender?
- Completed - 4.1 Tender Form
  - Completed - 4.2 Lump Sum Rate Form
  - Completed - 4.3 Tenderer's Details
  - Completed - 4.4 Selection Criteria Information
- c) I have enclosed a statement notifying Council that I will or won't be participating in these options:
- Swimming Lessons and Coaching
  - Operating Kiosk
- d) If successful I will need to provide the following:
- Bank Guarantee
  - Insurance Cover
  - SWMS document
  - A list of staff including a copy of their certification and qualifications
  - Work, Health & Safety



## 4.2 TENDER FORM

Name of firm  
or company Tendering  
USE BLOCK LETTERS \_\_\_\_\_

Address of \_\_\_\_\_  
\_\_\_\_\_

ACN \_\_\_\_\_

Hereby tender to perform work for:

Description of work Management of Brewarrina & District War Memorial Olympic  
Pool Complex

Contract No. 2020-17/03 in accordance with the following documents

List Documents	Tender Form
General Description	Conditions of Tendering
Suffixes	General Conditions of Contract
	Tendered Lump sum

When the tender documents provide that the tender is to a lump sum only, For the lump sum of: (\$ \_\_\_\_\_ )

If the tender is a firm the full names of the individual members of the firm must be stated here.

Insert date DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Tenderer

### 4.3 LUMP SUM RATE

For the maintenance, operation and management of the Brewarrina & District War Memorial Olympic Pool Complex.

<b>TOTAL PRICE (GST Inc)</b>	<b>\$</b>
Value of Separable Part A	incl GST
Value of Separable Part B	incl GST
Value of Separable Part C	incl GST
Value of Separable Part D	incl GST
<b>Total Annual Fee</b>	incl GST

#### **Description of Separable Parts**

##### ***Value of Separable Part A***

General Pool Management and Operation Costs:

##### ***Value of Separable Part B***

Staffing Costs:

##### ***Value of Separable Part C***

Cost of Kiosk Operation:

##### ***Value of Separable Part D***

Miscellaneous Costs (Please specify):

**Swimming lessons and coaching**

**Operating the kiosk**

#### 4.4 TENDERER'S DETAILS

##### Details of Management Plan and Tenderer's Qualifications and Experience

Tenderer's Name: \_\_\_\_\_

ACN/ABN: \_\_\_\_\_

Address for the service of notices: \_\_\_\_\_  
\_\_\_\_\_

I/We accept the attached conditions of Tender and tender for the execution of the Works for the above total Tendered price and acknowledge that the Works are to be executed in accordance with Part 2 of the document.

Signature of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

#### 4.5 SELECTION CRITERIA INFORMATION

##### ORGANISATIONAL CAPACITY

Please comment on the following criteria:

**Current financial capacity:**

**Technical experience of key staff:**

**Current Projects/Commitments:**

**Managerial skills:**

**Experience in the Shire:**

**Major Suppliers and Subcontractors:**

**Does your Company have current insurance policies for:**

Public Liability	Yes/No	Motor Vehicles	Yes/No
Workers Compensation	Yes/No	Professional Indemnity	Yes/No

***Successful tenderers will need to provide proof of currency of insurances prior to starting work under this contract***

**SCHEDULE OF RELEVANT EXPERIENCE**

**PROJECT 1:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Value:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

KEY COMPANY PERSONNEL	
Name	Relevant Experience in Project 1

KEY SUB-CONTRACT PERSONNEL	
Name	Relevant Experience in Project 1

**Superintendent Name:** \_\_\_\_\_ **Phone No:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Safety Management Issues** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Signature of Tenderer: \_\_\_\_\_ Date: \_\_\_\_\_

**This schedule is to be completed by the Tenderer and submitted with the tender documents.**

**SCHEDULE OF RELEVANT EXPERIENCE**

**PROJECT 2:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Value:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

KEY COMPANY PERSONNEL	
Name	Relevant Experience in Project 2

KEY SUB-CONTRACT PERSONNEL	
Name	Relevant Experience in Project 2

**Superintendent Name:** \_\_\_\_\_ **Phone No:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Safety Management Issues** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Signature of Tenderer: \_\_\_\_\_ Date: \_\_\_\_\_

**This schedule is to be completed by the Tenderer and submitted with the tender documents.**

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## PART 5 ATTACHMENTS

- A. **General Specification** – included
- B. **Technical Specification** - included
- C. **Council Policies & Codes of Practice** - The following Policies & Codes are included for Tenderer's Information;
- Code of Practice
  - Management Plan/Safe Work Method Statements
  - Duties of Employers
  - Work Health & Safety Policy
  - Smoke-free Workplace Policy
- D. **Work Process Guidelines** - The following Work Process Guidelines are provided for Information only:-
- Safe Work Method Statement



## 5.1 GENERAL SPECIFICATIONS

1. Brewarrina Shire Council is the authority responsible for the maintenance, operation and management of the Brewarrina & District War Memorial Olympic Pool Complex.
2. The term of the contract is from 2<sup>nd</sup> September 2024 to 31st August 2027.
3. Council at its sole discretion may elect to negotiate an extension to the Contract period. It is envisaged that the tender will operate for 3 years as a 3 year contract with a 3 year extension. If the contract is extended, rise & fall to the contract rates will take effect on 1st July each. Rise & fall will be applied in accordance with the annual 'All Groups CPI' percentage rate as gazetted each January for the previous December by the Australian Bureau of Statistics. If a Contractor wishes to seek annual rate increases in excess of the 'All Groups CPI' percentage rate the Contractor must provide documentary evidence of rise and fall in input prices including evidence of the base price used to calculate the original tender. Should agreement not be reached between the Contractor and the Principal on additional rate increases, the Contract term will not be extended.
4. The contractor is to provide all the resources required for the maintenance of the pool and buildings ie lawn mower, edger, cleaning products, brooms, light globes, toilet paper, etc.
5. The contractor will be responsible for the payment of Utilities as specified below:
  - a) Telephone - Council will pay for the line rental only, Contractor will pay for all calls and any other associated costs,
  - b) Water/Sewer - Council will pay charges,
  - c) Electricity - Council will pay all costs associated with the running of the pumps and associated equipment, Contractor will pay all costs associated with the kiosk, change rooms and other power other than those mentioned in Council's costs,
  - b) Security Alarm - Council responsible for monthly service fee. Contractor shall be responsible for the back to base Security Alarm call out fees payments (see point 7).
6. Council will pay for all chemicals associated with the operation of the two pools and the Splash Park. This includes hypo chlorine, alum, etc. Excessive usage of chemicals will be at the contractors costs, also pay for LP Gas for the heating of pool amenity hot water service.
7. The contractor shall be responsible for all 'Call Outs' relating to the back to base Security Alarm. Should Council have to attend to any call out due to no response by the contractor, the contractor shall be charged a set fee of \$260.00 per visit (fee covers Council's cost due to after hour works).
8. The contractor may access the back to base Security Alarm System as offered in Point 5 d) above. If the contractor does not to use the back to base Security System as currently installed, all damage resulting from 'break ins' will be at the contractors cost to repair.

9. The contractor needs to be able to resource the Contract accordingly which is for 3 x twelve month periods. Only those items specified in the General and Technical Specifications will be Council's responsibility during the period of the contract.
10. The successful Contractor at the Brewarrina & District War Memorial Olympic Pool Complex must ensure that at all times during the period that the pool is open to the Public, an appropriate qualified person who has a Pool Lifeguards Certificate of the Royal Life Saving Society is in attendance, and meets all costs associated with obtaining a Pool Lifeguards Certificate.
11. The successful Contractor at the Brewarrina & District War Memorial Olympic Pool Complex must ensure that at all times during the period that the pool is open to the Public, an appropriate qualified person who has a Senior Resuscitation Certificate of the Royal Life Saving Society of Australia or the Surf Life Saving Association of Australia is in attendance, and meets all costs associated with obtaining a Senior Resuscitation Certificate.
12. The successful Contractor at the Brewarrina & District War Memorial Olympic Pool Complex must ensure that at all times during the period that the pool is open to the Public, an appropriate qualified person who has a current First Aid Course Certificate of the Australia Red Cross or the St John's Ambulance Association is in attendance, and meets all costs associated with obtaining a First Aid Course Certificate.
13. The Contractor shall provide Council with a list of all persons suitably qualified along with a copy of their qualifications that satisfy points 10, 11 and 12 as above prior to the opening of the pool complex to the public each year.
14. The successful Contractor will maintain the First Aid Room and all associated equipment with the First Aid Room and must ensure that the room is maintained in an appropriate state.
15. The successful Contractor will be required to complete all required reporting functions as necessary to operate a Swimming Complex.
16. Indemnify the Council against all actions, claims, and demands, injury to property real or personal, and personal injury or death of any person whosoever where such injury, damage, or death arises out of or in the course of the execution of the operation, management, and control of the Pool. The Contractor shall ensure and keep insured with an Insurance Company approved by the Council a **Public Liability Insurance** policy for the sum of twenty million dollars (\$20 Million) and shall lodge with the Council a certificate from the Insurance Company that such insurance has been effected prior to the commencement of the Contract.

## **Summary of Hold Points**

*Prior to commencement on site – To be provided after acceptance of tender.*

No	Item	Reference	How Hold Point is to be Released
1	Evidence of Workers Compensation	Sect 3.11	Receipt confirmed in writing by Council
2	Evidence of Public Liability Insurance – Minimum \$20,000,000	Sect 3.12	Receipt confirmed in writing by Council
3	Copies of a Risk Assessment and Safe Work Method Statements	Sect 3.13	Receipt confirmed in writing by Council

## 5.2 TECHNICAL SPECIFICATION

1. The contractor is to maintain all grassed and landscaped areas within the complex including mowing, edging, watering and weed eradication for the entire period of the contract. Mowing is to be minimum weekly during the summer period and fortnightly during winter. Mowing includes the grass verge adjacent to the complex. Concrete pathways are to be free of grass clippings, dust and rubbish every day and following windy conditions.
2. The contractor shall ensure all garbage receptacles provided by Council within the complex are emptied daily and are maintained in a clean condition and disinfected on a weekly basis. The contractor is responsible for ensuring that the provided bins are placed in Church Street on Garbage Day for collection by the Garbage Contractor or emptying of bins at the Council Waste Depot
3. The Contractor shall maintain all concrete footpaths, floors, pool surrounds, pathways, passageways (including floors within dressing rooms), toilets, plant room and chemical room in a clean and non slippery condition by washing and brooming at least once daily. Walls of shower areas and mirrors are to be thoroughly wiped and cleaned down daily; urinal and shower cubicle floors are to be scrubbed at least once daily; toilet pedestals are to be scrubbed as often as required and not less than daily during the Swimming Season. The Contractor shall keep the entrance area in a clean and tidy condition at all times. The Contractor shall supply all material and other disposable items necessary to comply with this clause excluding cleaning agents, chemicals and toilet paper.
4. The Contractor will at all times carry out all necessary maintenance to protect the Complex and the fixtures and fittings from deterioration and at all times do all things necessary for the maintenance of sanitary, hygiene conditions for the full use of the Complex.
5. The Contractor shall be required to undertake minor building maintenance on a day to day basis.
  - a) Minor maintenance specifically shall include but not necessarily be limited to the following:
    - i) Renewal of light globes, replacement of lost keys, tightening of nuts and bolts etc.
    - ii) On the spot general maintenance of a "handyman" nature as is necessary to keep all plant and equipment in proper working order.
    - iii) Clearing of blocked drains, oiling of locks and hinges
6. The Contractor shall cleanse and keep cleansed and freely flowing all pipes, drains, water closets, ablutions and footpaths on or included in the Complex and put and keep in a clean state by flushing and scrubbing in conjunction with the proper and effective use of disinfectants, soaps and cleansers all surfaces subject to fouling including in particular the dressing rooms and concourses and satisfy all requirements of the NSW Health Department and other authorities including the Council, and of electricity supply authorities having jurisdiction with regard to the Complex.

7. The Contractor shall operate the kiosk in accordance with standard 3.2.2 Food Safety Practices and general requirements and will be subjected to all the required annual inspections as conducted by the relevant authority.
8. The Contractor will keep the Complex and all appurtenances, appliances and mechanical plant clean and in efficient order and generally look after running repairs thereto from day to day. Minor rewinds and replacement of broken or worn parts shall be the responsibility of the Council.
9. The Contractor shall efficiently operate and keep operational 24 hours per day whilst the swimming pool is open to the public, the water treatment plant and in so doing shall regularly lubricate gates, pipes, pumps and valves, regularly clean same and carry out all maintenance of same. Structural or mechanical repairs which shall be carried out by the Council at its cost, provided that such structural or mechanical maintenance or repair is not in any way due to the neglect or default of the Contractor, his/her servants or agents. If such structural or mechanical maintenance or repairs are due to the Contractor's neglect or default then the necessary maintenance or repairs shall be carried out by Council at the Contractor's cost and which cost shall be recoverable from the Contractor on demand.
10. The Contractor shall promptly notify the Council Representative of any breakdown, mechanical, structural or other failure in the swimming pool or other associated equipment, (including the water treatment filtration plant) power or water supply or other improvements in the Pool Complex.
11. The Contractor will operate the filtration plant on an intermittent basis to maintain reasonable clarity in the water during this time unless specified by Council to drain the pool for maintenance works.
12. The Contractor will at all maintain the water in all the pools and Splash Park in accordance with the standards and tests laid down by the Health Department of NSW. All testing equipment will be provided by Council.
13. The Contractor will each morning on first attending the Pool Complex and not later than 7:00am, at noon and at 6:00pm:
  - i) Take the pH and chlorine reading from each end of the main pool and at one point in the wading pool and enter the results onto a suitable log sheet which shall be forwarded on a weekly basis to Council.
  - ii) Adjust the chemical dosages as indicated by the above reading and the weather conditions.
  - iii) Start the filtration and chlorination plant when necessary and observe all items of plant are functioning normally.
14. In addition the Contractor shall at all times take full responsibility for operating the plant,

- backwashing, filling soda ash, keeping the pools at operating levels, taking and entering chemical tests, cleaning the plant and plant rooms and doing all things necessary to maintain the plant rooms in a condition satisfactory to the Manager Health & Building.
15. The Contractor shall operate the water recirculation equipment so as to provide for recirculation of the water in the swimming pools located on the Complex on a continuous 24 hour per day basis during the swimming season.
  16. The Contractor shall at all times take responsibility for keeping stock of the available quantities of water treatment chemicals, and even though these chemicals are supplied at the Council's cost it is the duty of the Contractor to ensure that orders are placed in sufficient time to ensure a continuous supply during the swimming season. Prior to taking occupation of the swimming Pool Complex the Contractor shall satisfy the Superintendent that each person engaged in the treatment of water within the Complex has the necessary skills and knowledge to comply with the clauses above.
  17. The Contractor shall take all measures and use all means available to prevent undue pollution of the water in the swimming pools. The Contractor shall forthwith notify the Superintendent by the quickest possible method of any breakdown or defect in the water treatment plant or systems. The Contractor shall permit the Manager Health & Building or any other authorised officer at all times to inspect and take copies and extracts from any book or form containing records hereby required to be kept by the Contractor.
  18. The Contractor covenants that he/she will for the entire term of the contract engage at least one (1) person who has a good working knowledge and can efficiently operate the water treatment and filtration plant situated in the Complex. If the Council forms the view on reasonable grounds that the Contractor does not have employed at least one (1) person with a good working knowledge of the said plant or who cannot efficiently operate the said plant and who is not on the Complex at all times while it is open to the public and at such times as may be reasonably required, then he/she may without the Council incurring or being liable for any loss or liability as a result order the closure of the Complex until the Contractor can demonstrate that he/she has employed a person with a good working knowledge of the said plant and can efficiently run the said plant and who is always in attendance as aforesaid.
  19. The Contractor will suction sweep the floors of the two pools daily or at any times necessary with the suction sweepers provided by the Council. The Contractor will keep all pool walls and floors free from algae and chemical building up and keep scum gutters and pool walls above water levels free from grease and dust and the water surface of all pools free from leaves and floating debris.
  20. The Contractor shall as often as may be directed by the Council's Health & Building empty the swimming pool and thoroughly clean all surfaces in a proper and effective manner. The Contractor shall not under any circumstances cause or permit or allow the swimming pool to be emptied without the prior permission of Health & Building Manager.

### **5.3 POLICIES & CODES OF PRACTICE**

Appendix A – Duties of Employers

Appendix B – Work Health & Safety Policy

Appendix C – Smoke Free Workplace Policy

### 5.3.1 Appendix A (source: Work Health and Safety Act 2011 No 10)

## **8 Duties of employers**

### **(1) Employees**

An employer must ensure the health, safety and welfare at work of all the employees of the employer.

That duty extends (without limitation) to the following:

- (a) ensuring that any premises controlled by the employer where the employees work (and the means of access to or exit from the premises) are safe and without risks to health,
- (b) ensuring that any plant or substance provided for use by the employees at work is safe and without risks to health when properly used,
- (c) ensuring that systems of work and the working environment of the employees are safe and without risks to health,
- (d) providing such information, instruction, training and supervision as may be necessary to ensure the employees' health and safety at work,
- (e) providing adequate facilities for the welfare of the employees at work.

### **(2) Others at workplace**

An employer must ensure that people (other than the employees of the employer) are not exposed to risks to their health or safety arising from the conduct of the employer's undertaking while they are at the employer's place of work.



## 5.3.2 Appendix B

### Work Health & Safety Policy

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#### ***Policy***

The health and safety of all persons employed within the organisation and those that visit the organisation is considered to be of the utmost importance. Resources commensurate with the importance attached to Work health and safety will be made available to comply with all relevant Acts and Regulations and to ensure that the workplace is safe and without risks to health.

#### ***Policy Objective***

To ensure the health, safety and welfare of employees and others in the workplace.

#### **Responsibility:**

Health and Safety at work is both an individual and shared responsibility of employees and management, as set out below.

#### **Management:**

The promotion and maintenance of Work health & safety is both a legal and moral responsibility of management.

Management is to:

1. Recognise the safety, health and welfare of all employees as being an important area of function.
2. Regard all statutes, codes, regulations of both federal and state legislatures, together with those applicable codes and standards of the Standards Association of Australia to be the minimum applicable for purchasing, design, and operation.
3. Ensure that this policy and WH&S program is effectively implemented.

#### ***Supervisors***

Supervisors are to:

1. Ensure that the behaviour of all persons in the workplace is safe and without risk to health.
2. Insist on safe work practices at all times.
3. Be accountable for detecting any unsafe or unhealthy condition, behaviour or work practice.
4. Be accountable for the prompt reporting of any matter relating to unsafe or unhealthy conditions, behaviour or work practice with recommendations for remedial action.
5. Carry out inspections to ensure that safe working practices and conditions are being met and maintained.

6. Be aware of the level of training received by all employees under their control. To carry out on-site training where applicable. To report areas where training is required for employees to carry out the safe performance of their duties.

### ***Employees***

Employees are to:

1. Be responsible for their own health and safety and for the health, safety and safe working environment of fellow employees.
2. Adopt safe working practices at all times.
3. Cooperate with all Work health and safety initiatives taken by Council.
4. Report any accidents, unsafe acts and conditions immediately to their supervisor.
5. Take immediate action where practicable to ensure that a hazard is reduced to a minimum.
6. Follow all work procedures and use approved protective equipment and devices provided by Council.

**Note: Council has an obligation to ensure that contractors and employees of contractors follow Council's health and safety requirements when working on Council premises. Contracts put in place by Council will require contractors and their employees to comply with Council's health and safety requirements.**

### ***Work Health & Safety Committee***

The Work Health & Safety Committee will endeavour to reach consensus on Council's WH&S policy and programs. To this end each committee meeting will be attended, as often as possible, by the Council's Employer representatives who have the necessary power to authorise within budgetary constraints the implementation of recommendations.

### ***Work Health & Safety Program***

In order to implement the general provisions of this policy, a continuous program of activities and procedures relating to all aspects of Work health and safety will be implemented. This will include:

- WH&S training.
- Work design, workplace design and standard work methods.
- Provision of WH&S equipment, services and facilities.
- Workplace inspections and evaluations.
- Reporting, recording and evaluation of incidents, accidents, injuries and illnesses.
- Provision of information to employees

Developing procedures, programs and job instructions.

**Contractor: Work Health and Safety Policy**

The Principal Contractor shall provide a Work, Health & Safety Policy, consistent with the provisions set out within the attached document.

### 5.3.3 Appendix C

## SMOKE-FREE WORKPLACE POLICY

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### Introduction

Council has adopted a Smoke Free Work Policy, within a Public Recreational area namely: The War Memorial Public Swimming Pool, is regarded as a work place area and along with the Smoke Free Environment Act 2000, which bans Tobacco Smoke within the swimming pool compound and entrance areas.

### Purpose

The purpose of this Policy is to protect all employees and visitors from the harmful effects of Environmental Tobacco Smoke (ETS).

### Policy Statement

The Brewarrina Shire Council has therefore adopted a Smoke Free Workplace Policy. The aim of this policy is to eliminate smoking in all enclosed workplaces to help prevent the exposure of workers and others to Environmental Tobacco Smoke (ETS). Smoking is an addictive habit and it is commonly known that quitting can be very difficult. The Brewarrina Shire Council is committed to providing assistance to any employee that expresses the desire to quit smoking and will endeavour to make this process as simple as possible.

### Responsibility

The responsibility for enforcing this policy rests with the staff of the Principal Contractor. All employees are obliged under the Work Health and Safety Act 2011 to protect the health of themselves, their fellow employees and also visitors to the workplace.

### Employer Responsibility

It is the responsibility of the General Manager to ensure the implementation of the POLICY. The General Manager in conjunction with Departmental Managers will be responsible for monitoring and assessing the running of the War Memorial Swimming Pool complex.

### Manager Responsibility

It is the responsibility of Departmental Managers to investigate any complaints brought to their attention. Managers will follow the correct procedures to ensure that Council Policy is observed.

## **Supervisor Responsibility**

It is the responsibility of all Supervisors to ensure that no employee smokes in a prohibited area. If a Supervisor has been told of or believes that an Employee is smoking in a prohibited area, they are to report it to the relevant Departmental Manager immediately. It is then the responsibility of the Supervisor to monitor the employee who has not abided by the policy and report any further incidents to the relevant Departmental Manager.

## **Employee Responsibility**

Employees are to abide by the Smoke Free Workplace Policy and are not permitted to smoke in any prohibited area. Employees should not expose their co-workers or the public to unnecessary risks to health caused by Environmental Tobacco Smoke (ETS). To ensure that a safe, healthy and productive workplace is maintained, employees should report any breaches of the Policy to their Supervisor immediately.

## **IMPLEMENTATION**

From the 1<sup>st</sup> of January 2008 all enclosed areas of Brewarrina Shire Council will be totally smoke free. Smoking will not be permitted in all enclosed Council workplaces including the Community Centre, the Youth Centre and Childcare Centre, any office building, all hallways, waiting rooms, meal rooms, meeting rooms, staff rooms, toilets, workshops, machinery rooms, sheds, stores and storage areas. Smoking will not be permitted in any Brewarrina Shire Council motor vehicles or heavy plant. Smoking will not be permitted inside any Council buildings or premises that are hired or used by the general public.

Employees who wish to smoke during work hours may only do so outside the before mentioned areas. Smoking will not be permitted in any area where Environmental Tobacco Smoke may drift back into the workplace. As a general guide; keep at least 5 metres away from any doorway or opening that leads into an enclosed workplace.

## **EDUCATION**

The Brewarrina Shire Council will implement an educational process to reinforce the dangers of Environmental Tobacco Smoke (ETS) and its effects on the health of all in the workplace. This education will be delivered via a number of different avenues such as:

- Inclusion in induction manuals and induction presentations
- Fact sheets to all staff containing information on the effects of ETS
- Posters in prominent areas of Council buildings to remind all of the policy

## **Rehabilitation**

When requested, the Brewarrina Shire Council may, at the discretion of the General Manager, provide assistance to employees expressing a strong desire to quit smoking. Time needed to visit Doctors, Treatment Providers or Specialists may be accessed by the

employee by way of any available sick leave with proof of the visits or treatment needing to be produced.

### **Discipline**

If an employee is found to be in breach of the provisions of Council's Policies, Work Procedures or relevant Award Conditions, it may be necessary to instigate disciplinary action as described under the Local Government (State) Award 2014 – Disciplinary Action.

### **Legislation and References**

Smoke-free Environment Act 2000  
Work Health and Safety Act 2011  
Work Health & Safety Regulation 2011

**5.4. MONTHLY REPORTING REQUIREMENTS**

**Safe Work Method Statement**

<b>Company Name:</b>	<b>ABN:</b>
<b>Trade Service</b>	<b>Date:</b>
<b>Job</b>	
<b>Prepared by:</b>	<b>Signature:</b>

Describe how the work is to be carried out (include reference to main equipment used, Quality and Environmental Controls)	

<b>Dominate Standard or Code</b>	
<b>Key Positions</b>	<b>Technical or tertiary Qualifications</b>

<b>Hazards</b> What can harm you?	<b>Risk</b> High/Low	<b>Controls</b> Action to make the job as safe as possible, including training

<b>Reviewed by:</b>	<b>Signature:</b>
Principal Contractor Representative	<b>Date:</b>



5.5. ACCEPTED INVOICE

[Your Company Name]

# TAX INVOICE

[Address]  
[Town, State, Post Code]  
Phone [02 3456 7890]

INVOICE No [No]  
DATE: [Date]

Contract Number: 2020-17/03

ABN/ACN Number: [Number]

Claim for payment for period: [Month, Year] To [Month, Year]

ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	Monthly claim against Separable Part A		
2	Monthly claim against Separable Part B		
3	Monthly claim against Separable Part C		
4	Monthly claim against Separable Part D		
5	Other Claims (if applicable)		
		SUBTOTAL	
		GST	
		TOTAL DUE	

If you have any questions concerning this invoice, contact [Name, Phone Number, E-mail]

[Contractor Name]

[Contractor Signature]

I/We have/have not attached a Statutory Declaration and documentary evidence that all employees/subcontractors have been paid all monies owing as per Clause 3.5.1 and 3.5.2 of the Tender Document.