









This artwork contains thousands of handmade poppies collected from across the state to honour the 57,705 Queenslanders who enlisted in the First World War (1914-1918).



This artwork contains thousands of handmade poppies collected from across the state to honour the 57,795 Queenslanders who enlisted in World War 1914-18































**CLEAN HANDS
SAVE LIVES**

Handwashing with soap is the most effective way to prevent the spread of germs that cause illness. It can reduce the number of people who get sick and die from diarrhoeal and respiratory diseases.

Handwashing with soap should be done:

- Before eating
- After using the toilet
- After coughing or sneezing
- After touching someone who is sick
- After touching surfaces that have been touched by someone who is sick
- After touching surfaces that have been touched by someone who has been in contact with someone who is sick
- After touching surfaces that have been touched by someone who has been in contact with someone who has been in contact with someone who is sick

Handwashing with soap should be done for at least 20 seconds.

Handwashing with soap should be done with water that is at least 10°C (50°F).

Handwashing with soap should be done with water that is at least 10°C (50°F).

Handwashing with soap should be done with water that is at least 10°C (50°F).









Vanessa Langtry

From: Catherine Chambers **Category B**
Sent: Thursday, 7 July 2022 2:47 PM
To: Steve Johnston - CEO
Cc: Michael Ellery; Chris Sampson; Adam Wyatt
Subject: **Category A**



Thank you Steve

Kind regards,

Catherine Chambers
Director | Heritage
Environmental Policy and Programs

Department of Environment and Science

Category B

Level 27, 400 George Street, Brisbane Qld 4000
GPO Box 2454, Brisbane QLD 4001

 Chat with me on Teams.



Environmental Policy and Programs acknowledges the Traditional Owners and Custodians of the lands, waters and seas on which we work and live paying respects to Elders, past, present and future.

Heritage Branch works flexibly, accessing blended work patterns in the office and remotely. We can be contacted via phone, email or Teams.

- For enquiries about the Queensland Heritage Register: heritage@des.qld.gov.au
- To contact the Queensland Heritage Council: heritage.council@des.qld.gov.au
- To report damage to Queensland Heritage Register places: pollutionhotline@des.qld.gov.au
- For enquiries about getting approval to do development at a Queensland heritage place: palm@des.qld.gov.au
- For enquires about terrestrial archaeology and underwater cultural heritage like historic shipwrecks: archaeology@des.qld.gov.au.

From: Steve Johnston - CEO **Category B**
Sent: Thursday, 7 July 2022 12:14 PM
To: Catherine Chambers
Cc: Michael Ellery; Chris Sampson; Adam Wyatt
Subject: **Category A**

Catherine

Please see attached documentation as requested.

Regards Steve

STEVE JOHNSTON
Chief Executive Officer
Category B





From: Chris Sampson Category B
Sent: Monday, 27 June 2022 1:25 PM
To: Steve Johnston - CEO Category B
Cc: Ben Artup Category B; Adam Wyatt Category B
Subject: Category A

Steve,
 Building approval for Anzac Pool attached

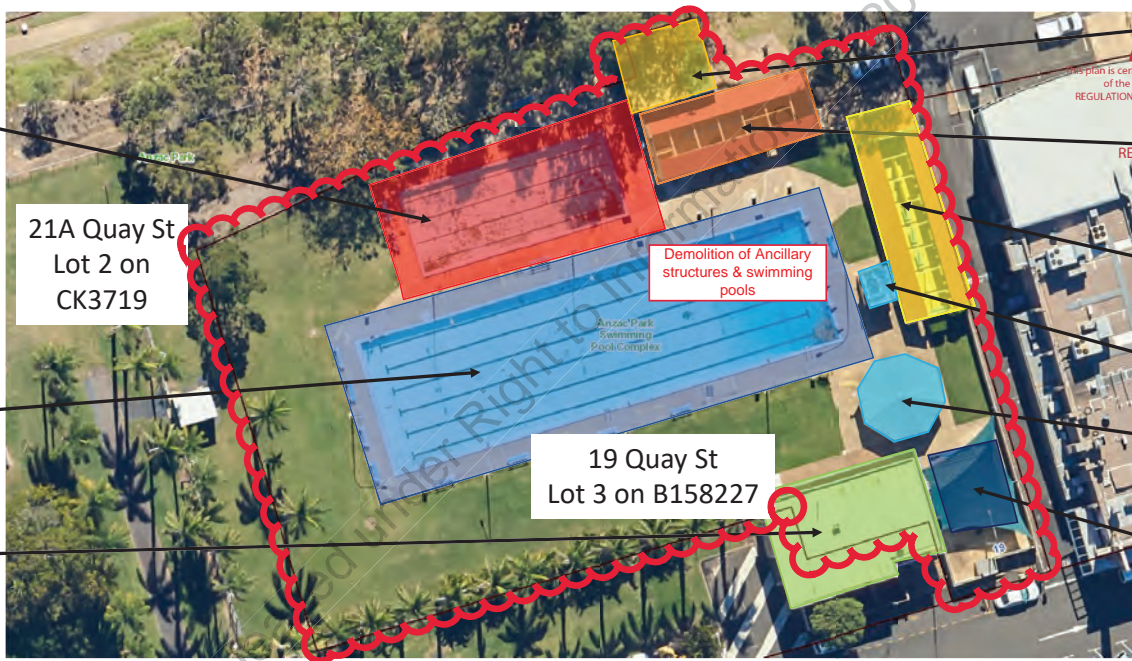
Note there are 2x approvals, 1 for 19 Quay St Category A

Regards

Chris

CHRIS SAMPSON
 Manager – Strategic Projects
Category B





25m pool and surrounding concourse

21A Quay St
Lot 2 on CK3719

50m pool and surrounding concourse

Demolition of Ancillary structures & swimming pools

19 Quay St
Lot 3 on B158227

Caretakers Residence

Pump and finished

Male changerooms

Female changerooms

Lifeguard Station / Store

Rotunda

Wading pools and shade structure

PROJECT

— B.A. —

Ref: 20222920

27 June 2022

Bundaberg Regional Council C/- Chris Sampson
190 Bourbong Street
Bundaberg Qld 4670

Dear Sir/Madam

DEVELOPMENT APPLICATION DECISION NOTICE PLANNING ACT 2016

Approval For: Demolition of Residential Dwelling, Swimming Pool, Office & Ancillary Structures
Location: 19 Quay Street Bundaberg Central Qld
Property Description: 3/B158227
Local Government Area: Bundaberg Regional Council
Approval Number: 20222920

The abovementioned development application has been approved in full with conditions by Project BA. The conditions relevant to this approval are attached and are clearly identified to indicate whether they are imposed by the Assessment Manager or a Concurrence Agency.

The following schedule provides all the relevant details:

Approval Type:

Development Permit for Building works.

Date of Approval:

27/06/2022

Approval Documents:

Those plans and specifications stamped "Approved" and bearing the abovementioned "Approval Number" of Project BA.

Assessment Manager:

Project BA

Referral Agencies:

Concurrence Agencies – Nil

Advice Agencies – Nil

Assessment Managers Conditions:

General

Pursuant to the provisions of the Building Act 1975, permission to undertake the building work as outlined above is subject to the following conditions: -

1. In accordance with Building Act 1975 s 71 all works subject to this approval are to be substantially commenced within 2 months and completed no later than 12 months after the date of approval or this approval will lapse.

Should this approval lapse, a new Development Approval for Building Works will be required prior to continuing works.

2. All conditions of this permit shall be complied with prior to the issue of a Form 21 - Final Inspection Certificate.
3. The builder must ensure a notice of inspection is given to Project BA (Ph. 5455 6081) at the following stages of construction.

Mandatory Inspection Type		Inspection to be undertaken by
Building General		
A	Final, on completion of all works relating to this approval.	Project BA
B	As may be required by the Building Certifier.	Project BA

Inspections will be undertaken in accordance with the Guidelines for the Inspections of Class 1 and 10 Buildings and Structures prepared by the Department of Local Government and Planning (Qld) effective 14 November 2003.

4. All building work shall comply with the provisions of the Building Act 1975 and shall be in accordance with the approval documents including any amendments or conditions shown in red.
5. Submission of a further application for approval of any proposed alteration or modification of any drawing or specifications pertaining to this building approval.
6. A certified legible copy of the approved drawings and specifications is to be on the building site, available for inspection by the Building Certifier at all times.
7. This Development Approval for Building Works does not incorporate the approval of any sanitary drainage or plumbing works (Seal offs etc). Separate approval from your Local Authority is required prior to commencing any such works.
8. Any excavation work required to remove footings etc. must be back filled and graded to natural surface level in such a manner as to prevent the ponding of water. All other excavation and filling is expressly prohibited.
9. At the completion of works, the site is to be clear of building and demolition waste, and left in a tidy state with the complete building removed to ground level (inclusive of footings).
10. In sewerred areas, house drainage is to be disconnected at the point of connection to Council's sewer by a licensed person.
11. In non-sewerred areas, house drainage is to be disconnected at the septic tank or on site disposal system. On site sewerage treatment systems, septic tanks and grease traps are

to be removed to the satisfaction of **Bundaberg Regional Council** Plumbing. Any excavation work required as part of removal must be back filled and graded to natural surface level in such a manner as to prevent the ponding of water.

12. **Reticulated water supply is to be disconnected from the dwelling by a licenced person.**
13. Demolition waste must be transported and disposed in accordance with Council's requirements. Regulated waste (eg. asbestos) may require special disposal arrangements.
14. This approval does not authorise removal or damage vegetation within or adjacent to the subject property (including street trees). Separate approval is required please **contact Bundaberg Regional Council** for further advice.

Certificates/ Documentation

15. The Building Certifier may require additional certification / documentation under certain circumstances. The applicant will be advised if this is a requirement as the need arises.

Acceptability of certificates/documents is at the discretion of the Building Certifier, acceptance of certificates is subject to the suitably qualified person being recognized as competent prior to certification of the building element.

All certificates are to be submitted in the approved form in accordance with Building Regulation 2021.

Local Authority Infrastructure

16. All services that may be affected by this construction shall be accurately located for alignment and/or depth prior to commencement of works. Where sewer or stormwater access chambers are located within the property they are to remain uncovered and accessible during and after construction. Should difficulty arise in locating any service please **contact Bundaberg Regional Council Water & Sewerage**.

General – Previous Approvals

17. **The proposed development shall be carried out in accordance with Bundaberg Regional Council Town Planning Material Change of Use Approval No. _____ dated _____.**

Codes for Self Assessable Development

The following self-assessable codes apply to this application

- (1) Queensland Development Code
- (2) National Construction Code 2019
- (3) **Brisbane City Plan 2014**
- (4) Noosa Plan 2016
- (5) Sunshine Coast Planning Scheme 2014
- (6) **Moreton Bay Planning Scheme 2016**
- (7) **Gold Coast City Plan**
- (8) **Logan Planning Scheme 2015**
- (9) **Redland City Plan 2018**

Further Development Approvals Required:

The owner/applicant are advised that the following additional development approvals are or may be required separately as part of the approval process.

1. Bundaberg Regional Council Plumbing Approval.

Concurrence Agencies Conditions:

Nil.

The proposed development shall be carried out in accordance with Bundaberg Regional Council Concurrence Agency Response Reference: XXXX dated 18 June 2012. See attached document for list of conditions.

Appeal Rights

The rights of an applicant to appeal to a tribunal or the Planning and Environment Court against a decision about a development application are set out in chapter 6, part 1 of the *Planning Act 2016*. For particular applications, there may also be a right to make an application for a declaration by a tribunal (see chapter 6, part 2 of the *Planning Act 2016*).

Appeal by an applicant

An applicant for a development application may appeal to the Planning and Environment Court against the following:

- the refusal of all or part of the development application
- a provision of the development approval
- the decision to give a preliminary approval when a development permit was applied for
- a deemed refusal of the development application.

An applicant may also have a right to appeal to the Development tribunal. For more information, see schedule 1 of the *Planning Act 2016*.

Appeal by a submitter

A submitter for a development application may appeal to the Planning and Environment Court against:

- any part of the development application for the development approval that required impact assessment
- a variation request.

The timeframes for starting an appeal in the Planning and Environment Court are set out in section 229 of the *Planning Act 2016*.

Attachment 2 is an extract from the *Planning Act 2016* that sets down the applicant's appeal rights and the appeal rights of a submitter.

Kind Regards

Category B



Luke Neller

Building Certifier

Accreditation No: A1220960

Released under Right to Information Act 2009

23 June 2022

Bundaberg Regional Council
190 Bourbong Street
Bundaberg QLD 4670
ceo@bundaberg.qld.gov.au

Dear Home Owner,

Project BA has been engaged by Bundaberg Regional Council C/- Chris Sampson to provide building certification functions. As such, we are required to provide the home owner with a copy of the **attached** Form 18. If the details in the attached form are incorrect, please notify our office.

It is important to note early on that we have a contract agreement with the person or company that has engaged our services and not the home owner. However, the *Building Act 1975 (Qld)* ("**Act**") requires Project BA to send documents to the owner at certain stages. Please note that we are private consultants and bill at an hourly rate. Where you require to contact Project BA to execute your rights as the home owner, Project BA reserves the right to invoice you for our time.

Documentation

You may contact Project BA at any time prior to the inspection of the final stage of assessable building work being carried out (final inspection) to request copies of certain documents. Such requests must be in the approved form (Form 35) and provided to Project BA. Project BA will, if required by the Act, provide a copy of relevant documents to the home owner along with a tax invoice for administration fees.

Please note Project BA is bound by privacy obligations, and in some circumstances may not be able to disclose information to the home owner unless obligated to under the Act.

Additional certification functions

As the owner of the proposed building work, you have 10 business days from the date hereof to request some additional certification functions be carried out by Project BA, please refer to section 143B of the Act. Such request must be made to Project BA in the approved form (Form 31).

Where Project BA is required by the Act to carry out such additional certification functions, we will appoint an employee or other suitably qualified third party to carry out the functions. Project BA will provide a tax invoice to the home owner for time spent carrying out these functions. The home owner may request a quote for carrying out the functions, otherwise we will revert to our default hourly rates as detailed below.

Consulting and Advice

Where the home owner requires general advice, they may contact Project BA by telephone or email. Project BA will charge at the hourly rates detailed below for time spent providing that advice, including telephone calls, reading and responding to emails, travelling to and attending meetings, or undertaking required review of any Act, Code, or other material relevant to the request.

Inspections

The contract between Project BA and its client outlines the terms and conditions in which inspections are undertaken. Generally, inspections are charged at a discounted rate in exchange for being carried out at the convenience of Project BA. It is expected that the home owner allow unrestricted access to Project BA for such inspections. Inspection schedules are often disrupted by factors outside our control, such as inspections running overtime due to complexity of defects, traffic incidents, etc. While we aim to provide a guide for inspection times it is often difficult and inspections may be required to be rescheduled last minute where we run out of time. You are welcome to make a special request to have our team book in a specific time, however it will require additional fees at our hourly rates to allow for staff to travel to your site for such request.

During inspections please ensure you continue to exercise social distancing by maintaining a distance of at least 1.5m from Project BA staff at all times. Failure to observe social distancing practices may result in inspections being unable to be completed by Project BA staff, in which event a re-inspection would need to be arranged and additional fees charged.

Project BA takes a no tolerance approach to inappropriate behaviour such as bullying, aggression, abusiveness or the like and Project BA may, in its absolute discretion, disengage as private certifier for the building development approval as a result of any such behaviour.

Fees

Project BA has a fee agreement with the party that has engaged us, for an agreed scope of works. Fees for this works will be billed to the person who engaged us, not the home owner.

Where the home owner does not contact Project BA and we carry out our standard scope of works with the party whom engaged us, there will be no additional fees billed to the home owner.

Where you as the home owner does contact Project BA for additional certification functions including additional inspections, advice, or request for documents, you will be responsible for Project BA's fees for performing those additional building certification functions. These fees may include travel, inspection and the provision of any advice and/or document, or any other works outside the scope of our agreement with the party whom engaged us.

Such fees shall be charged in 6 minute intervals at the following rates:

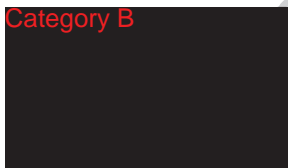
- a) Building Certifiers: \$330 per hour inclusive of GST;
- b) Cadet Building Certifiers: \$220 per hour inclusive of GST;
- c) Administration staff: \$110 per hour inclusive of GST; and
- d) In-house Counsel: \$440 per hour inclusive of GST.

Further to the above, Project BA reserves the right to engage any third party person or entity it considers necessary, in its absolute discretion, to assist or carry out such additional certification functions. You will be responsible for such third party's costs for attending to same. Project BA shall issue you with a tax invoice for any third party's fees at their specified rate plus a 20% markup.

By contacting Project BA, you acknowledge and agree to the terms and conditions set out in this letter.

We look forward to assisting in the completion of your project.

Kind regards,

Category B


Form 18**Notice to the owner (where owner is not the client) that a private building certifier has been engaged**

This form applies when a private building certifier has been engaged by a client, who is not the owner of the building, to undertake private certifying functions.

Section 143A(3) of the *Building Act 1975* requires the private building certifier, within 15 business days after the engagement starts, to give the owner, in the approved form (Form 18), their name and details of their responsibilities as the engaged private building certifier, unless the private building certifier has a reasonable excuse.

Notify the owner of a building that a private certifier has been engaged

Notify the owner of a building that a private certifier has been engaged (send to owner).

I advise that (*insert name of private building certifier in the box*)

Luke Neller

has been engaged as the private building certifier to assess and carry out inspections of the proposed building work described in sections 1 and 3 below.

Project BA

Company name (*if applicable*)

Date of engagement

20/06/2022

a. The fee payable to assess and carry out inspections of single detached class 1a buildings and structures and class 10 buildings and structures will cover the following inspections by the certifier:

	Pre-fill Pool Fence Stage
	Pool Final
	Foundation and excavation
	Slab stage
	Frame Stage
1x	Final Stage
	Other stages / aspects (please indicate)

b. The fee payable to assess and carry out inspections for all other classes of buildings refers to the inspections included in the development application.

Note: the fee does not include the cost of any additional certifying functions to be carried out on request by the owner under an additional certification notice (Form 31) (refer section 143B of the *Building Act 1975*).

1. Property description

The description must identify all land the subject of the application.

The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.

If the plan is not registered by title, provide previous lot and plan details.

Street address 19 Quay Street Bundaberg Central Qld

State QLD Postcode 4670

Lot and plan details (*attach list if necessary*)

3/B158227

Local government area the land is situated in

Bundaberg Regional Council

2. Owner's details

If the owner is a company, a contact person must be shown.
All correspondence will be mailed to this address.

Name (in full)	Bundaberg Regional Council		
Company name (if applicable)			
Contact person	Chris Sampson		
Business phone number	1300 883 699	Mobile	Category B
Email address	Category B		
Postal address	190 Bourbong Street Bundaberg		
State	QLD	Postcode	4670

3. Description of proposed building work

Insert description:

Demolition of Residential Dwelling, Swimming Pool, Office & Ancillary Structures - 1a , 10a, 10b & 5

4. Private certifier's details

If the certifier works for a company, a contact person must be shown.

Name (in full)	Luke Neller on behalf of Project BA		
Company name (if applicable)	Project BA		
Contact person			
Business phone number	(07) 5451 8784	Mobile	
Email address	info@projectba.com.au		
Postal address	PO Box 45 Noosaville		
State	QLD	Postcode	4566
Licence number	A1220960		

5. Private certifier's signature

Signature	Category B	Date	23 June 2022
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Appendix

Additional explanatory information about owner requests for additional certifying functions and inspection documentation

Within 10 business days of the owner receiving a Form 18 the owner must give an additional certification notice (i.e. Form 31) to the client if the owner wants to direct the client to request the building certifier to perform additional certification functions.

Within five business days after receiving the additional certification notice (Form 31) the client must give a copy of the notice to the building certifier engaged for the building assessment work.

Section 143B(5) of the *Building Act 1975* requires the building certifier to perform any additional certification inspections stated in the additional certification notice (Form 31) on or before the agreed day, unless the certifier has a reasonable excuse.

The agreed day

The *agreed day* is defined under section 143B(11) of the *Building Act 1975* as the day agreed to by, or worked out under an agreement between the client (e.g. the builder), the building certifier, the owner and the builder (if not the client) for the work that is the subject of the additional certifying function to be undertaken by the building certifier.

If the agreed day is not decided within 10 business days after the day the client gives a copy of the additional certification notice (the relevant day) to the building certifier, then the building certifier must nominate the agreed day or a way to determine the agreed day.

For instance, if such an agreement cannot be reached, within 15 days after the relevant day (10 days after the client gives a copy of the additional certification notice to the building certifier) then the building certifier must either **nominate a day**, or **a way to determine the agreed day** and then inform the client and owner. For example, the certifier may nominate the way to determine the *agreed day* is within two days of the date when the client contacts the building certifier and tells them the building work the subject of the additional certifying notice is ready to be inspected.

Note: the owner cannot request additional certifying functions if the building certifier for the work was engaged to inspect the building work before 1 October 2020.

Cost of additional inspections

Under section 143B of the *Building Act 1975* the owner is liable for the reasonable costs of the performance of any additional inspections of assessable building work described in the additional certification notice. The building certifier will determine a reasonable cost to carry out any additional certifying functions.

INFORMATION ABOUT THE RESPONSIBILITIES OF YOUR PRIVATE BUILDING CERTIFIER

A private building certifier has been engaged to approve and inspect building work on your land. This section outlines the role of a private building certifier and where to obtain more information.

What is a private building certifier?

A private building certifier can approve and inspect building work in the same manner as the local council. A private building certifier is engaged under a written contract with the person who made the application. This may be the building designer, the builder or the property owner. Once hired, a private building certifier must also notify the local council within five business days if engaged by the owner, and within 15 business days if engaged by the client.

Private building certifiers are licensed to practice by the Queensland Building and Construction Commission and must abide by State legislation and a Code of Conduct. The Code and the laws require a private building certifier to act in the public interest above all other obligations under the *Building Act 1975*. The certifier must not take action that would compromise the health and safety of any person, the amenity of their property or significantly conflict with a local council's planning scheme. The Code also sets out standards of conduct and professionalism expected from certifiers.

When can a private building certifier issue an approval?

A private building certifier cannot issue an approval until other necessary approvals, such as town planning approval by the council, have been given, and copies of relevant documents are lodged with the council for archiving.

What does a private building certifier do?

A private building certifier can perform the following functions:

- assess whether proposed building work complies with acceptable health and safety standards called up by building legislation (i.e. Building Code of Australia)
- issue approvals for the building work
- carry out inspections to determine if the building complies with building legislation and any conditions they impose on the approval
- issue a final inspection certificate or certificate of occupancy for the building work
- take any necessary action to ensure the building work complies with the legislation.

Where the building work involves a detached house or ancillary buildings such as a garage or shed, the private building certifier must send a copy of the development approval and approved plans to the owner.

What inspections will be done?

The required inspections will be shown on the development approval. For houses the following mandatory inspections must be undertaken:

- foundation and excavation (before the footings are poured)
- slab (before the concrete is poured)
- frame (before the cladding or lining is fixed or for reinforced masonry construction, before the wall cavities are filled)
- final (at the completion of all aspects of the building work)
- any additional certifying function/s requested by the owner under an additional certification notice (i.e. Form 31 – Additional certification notice).

For alterations including additions to a house, inspections must be undertaken for each stage of the building work that applies to the alteration.

For private garages, carports and sheds an inspection is required at the final stages of construction. For swimming pools and required fencing, an inspection must be carried out and the fence certified before the pool is filled with water to a depth of 300mm or more.

The person carrying out the building work must give notice to the private building certifier when an inspection is due. A private building certifier or council certifier must carry out a pool fencing inspection. For the other inspections, the private building certifier will either carry out inspections personally or appoint competent persons to inspect and approve aspects of work.

For Class 1a and 10 buildings or structures, when the final inspection is complete, the building certifier must provide the owner with a final inspection certificate and any other inspection documentation for inspection of the building work. A copy will be given to the local council at the completion of the building work.

For all other classes of buildings, a certificate of occupancy must be provided to the owner when the building certifier considers that the work is substantially complete.

Owner request for inspection documentation

At any time before the inspection of the final stage of assessable building work the owner of the building may ask the building certifier for a copy of any inspection documentation for any previous **stages of building work**. To request inspection documentation the owner must complete the approved Form 35 – Building owner request for inspection documentation and provide it to the building certifier for the assessable building work.

The building certifier must, within five business days after receiving Form 35 give the owner the requested inspection documentation.

Note: the owner cannot request inspection documentation for building work if the building certifier for the work was engaged to inspect the building work before 1 October 2020.

Owner requests for additional certifying functions (certification inspections)

An owner who did not engage the building certifier themselves may request that the building certifier perform an additional certifying function such as an additional inspection under section 143B of the *Building Act 1975*. The owner may complete an Additional certification notice –Form 31 and needs to provide a copy to the client within 10 business days of receiving notice of the certifier's details. The owner is responsible for all reasonable costs associated with any requested additional certifying functions. For more information, see the Appendix of Form 31.

Note: the owner cannot request additional certifying functions for building work if the building certifier for the work was engaged to inspect the building work before 1 October 2020.

Who is responsible for the standard of work?

Both the building contractor and owner are responsible for ensuring building work is carried out to a standard of quality and finish required by the owner under the conditions of contract. The private building certifier is not responsible for standards of workmanship higher than the acceptable health and safety standards called upon by State legislation.

What is the State legislation?

- *Planning Act 2016* – establishes an efficient, effective, transparent, integrated, coordinated, and accountable system of land use planning, development assessment and related matters that facilitates the achievement of ecological sustainability.
- *Building Act 1975* – regulates building development approvals, building classification, swimming pool safety and sustainable buildings in Queensland as well as the licensing, auditing and compliance requirements of building certifiers.
- *Building Regulation 2021* – prescribes requirements for building work, building certifiers, inspections of building work, appointments of competent persons and cadets and pool safety inspectors, prescribes accepted development and the Queensland Development Code Parts and other requirements subordinate to the *Building Act 1975*.
- *Queensland Building and Construction Commission Act 1991* – regulates the building industry, regulates and provides remedies for defective building work, investigates complaints including about building certifiers and QBCC licensees, regulates domestic building contracts and provides advice, supports and educates those undertaking building work and consumers.

State legislation can be accessed at www.legislation.qld.gov.au.

Where can I get further information?

Further information about the performance and obligations of building certifiers is available from the Queensland Building and Construction Commission. The QBCC can be contacted by submitting a general enquiry at <https://my.qbcc.qld.gov.au/s/contactsupport> or by calling 139 333.

Further information about State government legislation and the Code of Conduct for private building certifiers is available from the [Business Queensland website](http://www.business.qld.gov.au).

PRIVACY NOTICE

The Department of Energy and Public Works is collecting personal information as required under the *Building Act 1975*. This information may be stored by the Department, and will be used for administration, compliance, statistical research and evaluation of building laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

Vanessa Langtry

From: Sean O'Keeffe **Category B**
Sent: Thursday, 21 July 2022 9:34 AM
To: Chris Sampson; Sean O'Keeffe
Cc: Nicole Mulholland; Adam Wyatt
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Hi Chris

Thanks very much for hosting Anthony and I yesterday on our site visit and for providing these plans and library contact. I will arrange for the 1950s plans that we accessed from Queensland State Archives to be sent to you for your records.

Please feel free to contact me at any time if any have any queries regarding the heritage register application process for Anzac Pool.

Regards



Sean O'Keeffe
Team Leader - Heritage
Environment and Heritage Policy & Programs
Department of Environment and Science

Category B

Level 27, 400 George St, Brisbane QLD 4000
GPO Box 2454, Brisbane QLD 4001

Environmental Policy and Programs acknowledges the Traditional Owners and Custodians of the lands, waters and seas on which we work and live paying respects to Elders, past, present and future.

Heritage Branch works flexibly, accessing blended work patterns in office and remotely. We can be contacted via phone, email or Teams.

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- To contact the Queensland Heritage Council: heritage.council@des.qld.gov.au
- Report damage to Queensland Heritage Register places : pollutionhotline@des.qld.gov.au
- For enquiries about getting approval to do development at a Queensland heritage place: palm@des.qld.gov.au
- For enquires about terrestrial archaeology and underwater cultural heritage like historic shipwrecks: archaeology@des.qld.gov.au

Category A



Vanessa Langtry

From: Sean O'Keeffe **Category B**
Sent: Tuesday, 26 July 2022 1:36 PM
To: Adam Wyatt; Chris Sampson
Cc: Kaitlin Nichols
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Thanks Adam, appreciate your assistance.

Regards



Sean O'Keeffe
Team Leader - Heritage
Environment and Heritage Policy & Programs
Department of Environment and Science

Category B

Level 27, 400 George St, Brisbane QLD 4000
GPO Box 2454, Brisbane QLD 4001

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- For enquiries about getting approval to do development at a Queensland heritage place: palm@des.qld.gov.au
- For enquires about terrestrial archaeology and underwater cultural heritage like historic shipwrecks: archaeology@des.qld.gov.au

From: Adam Wyatt **Category B**
Sent: Tuesday, 26 July 2022 1:25 PM
To: Sean O'Keeffe; Chris Sampson
Cc: Kaitlin Nichols
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Thanks Sean. Attached is the full set of tender documents for your info.

Regards...

Adam

ADAM WYATT
Branch Manager Major Projects
Category B



From: Sean O'Keeffe [Category B]
Sent: Tuesday, 26 July 2022 1:21 PM
To: Adam Wyatt [Category B]; Chris Sampson [Category B]
Cc: Kaitlin Nichols [Category B]
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Hi Adam

Thank you for sending through the tender document. I would appreciate if you can provide the other documents, though Chris may have already supplied some of the historic drawings.

Regarding the legislative timeframes, our department must make its heritage recommendation to the Queensland Heritage Council by 28 Oct 2022 (80BD from the application). Every application is different and the degree of complexity and research required generally informs the timing of the heritage recommendation within the 80BD timeframe – some are made well before, while others are made closer to the deadline.

Regards



Sean O'Keeffe
Team Leader - Heritage
Environment and Heritage Policy & Programs
Department of Environment and Science

[Category B]

Level 27, 400 George St, Brisbane QLD 4000
GPO Box 2454, Brisbane QLD 4001

Environmental Policy and Programs acknowledges the Traditional Owners and Custodians of the lands, waters and seas on which we work and live paying respects to Elders, past, present and future.

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- Report damage to Queensland Heritage Register places : pollutionhotline@des.qld.gov.au
- For enquiries about getting approval to do development at a Queensland heritage place: palm@des.qld.gov.au
- For enquires about terrestrial archaeology and underwater cultural heritage like historic shipwrecks: archaeology@des.qld.gov.au

From: Adam Wyatt [Category B]
Sent: Tuesday, 26 July 2022 10:59 AM
To: Sean O'Keeffe; Chris Sampson
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Sean,

Attached is the main tender document for your information. Other tender documents include contract and offer conditions, the Building Approval, photos and historic drawings (not as old as the one you've found). I'm happy to provide these too if you want them.

In regard to timeframes, below is the Milestones listed in the attached Tender Document.

I note the Department's Heritage fact sheet states the Department will make a recommendation to the QHC within 80 business days of the application (around 26 October 2022). It then states the QHC has 60 business days to decide the application (around 18 January 2023).

Does this process normally take this long?

Regards...

Adam Wyatt

3.5 Timeframe Milestones

The key program dates are proposed as follows (indicative and subject to change):

Last Time for Enquiries	10 August 2022
Invitation to Offer Closes	16 August 2022
Principal Contractor Selected and Appointed	31 August 2022
Practical Completion	31 October 2022

ADAM WYATT
Branch Manager Major Projects
Category B



From: Sean O'Keeffe Category B
Sent: Tuesday, 26 July 2022 9:41 AM
To: Chris Sampson Category B
Cc: Adam Wyatt Category B
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Hi Chris

For your records, attached is a 1955 plan of the Dressing Sheds at the Anzac Pool sourced from the Queensland State Archives.

So that we are aware of timeframes while the heritage register application process is occurring, is it possible for our department to be provided copies of the tender documentation that was published on the weekend relating to the pool?

Regards



Sean O’Keeffe
 Team Leader - Heritage
Environment and Heritage Policy & Programs
 Department of Environment and Science

Category B
 [Redacted]

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 GPO Box 2454, Brisbane QLD 4001

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- For enquires about terrestrial archaeology and underwater cultural heritage like historic shipwrecks: archaeology@des.qld.gov.au

From: Chris Sampson [Redacted]
Sent: Wednesday, 20 July 2022 10:34 AM
To: Sean O’Keeffe
Cc: Nicole Mulholland; Adam Wyatt
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Sean
 See below details for the Library

PETA BROWNE
 Manager Library Services
 Category B



CHRIS SAMPSON
 Manager – Strategic Projects
 Category B



From: Chris Sampson
Sent: Wednesday, 20 July 2022 10:15 AM
To: Sean O’Keeffe [Redacted]
Cc: Nicole Mulholland [Redacted] Adam Wyatt [Redacted]
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Sean
 See attached plans etc that I’ve been able to find in our plans register for Anzac Pool. I’m also chasing the details for the contact at the library

Regards

Chris

CHRIS SAMPSON
Manager – Strategic Projects
Category B



From: Sean O'Keeffe [redacted]
Sent: Friday, 15 July 2022 11:50 AM
To: Chris Sampson [redacted]
Cc: Nicole Mulholland [redacted]; Adam Wyatt [redacted]
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Hi Chris

Thanks for confirming that time.

As part of our assessment of the heritage register application, the Department is undertaking research related to the construction phases of the features of the pool complex. If Bundaberg Regional Council are able to provide any historical documentation such as architectural plans of features like the change sheds, pools and the administration building, it would be gratefully appreciated. If I should address this query elsewhere, please let me know.

Regards



Sean O'Keeffe
Team Leader - Heritage
Environment and Heritage Policy & Programs
Department of Environment and Science

[redacted]
Level 27, 400 George St, Brisbane QLD 4000
GPO Box 2454, Brisbane QLD 4001

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From: Chris Sampson [redacted]
Sent: Friday, 15 July 2022 11:07 AM
To: Sean O'Keeffe
Cc: Nicole Mulholland; Adam Wyatt
Subject: RE: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Sean

That date and time will work, I've cc'd Adam who is managing the delivery of the project, between him and I we will be able to get you access etc

Regards

Chris

CHRIS SAMPSON
Manager – Strategic Projects
Category B



From: Sean O'Keeffe **Category B**
Sent: Friday, 15 July 2022 10:50 AM
To: Chris Sampson **Category B**
Cc: Nicole Mulholland **Category B**
Subject: [650278] ANZAC Pool Bundaberg - proposed site visit Wed 20 July

Good morning Chris

I am emailing regarding the current Queensland heritage register application for the ANZAC Pool, Bundaberg.

I understand you spoke with Nicole Mulholland yesterday about department officers attending a site visit to the pool on Wednesday 20th July between 8:30-10:00. Can you confirm if the site visit can occur at this time?

Myself and the other officer attending, Anthony Grech are flexible with the time if required, up until about 2:00pm (flying back to Brisbane 4:25).

Please contact me if you wish to discuss further.

Regards



Sean O'Keeffe
Team Leader - Heritage
Environment and Heritage Policy & Programs
Department of Environment and Science

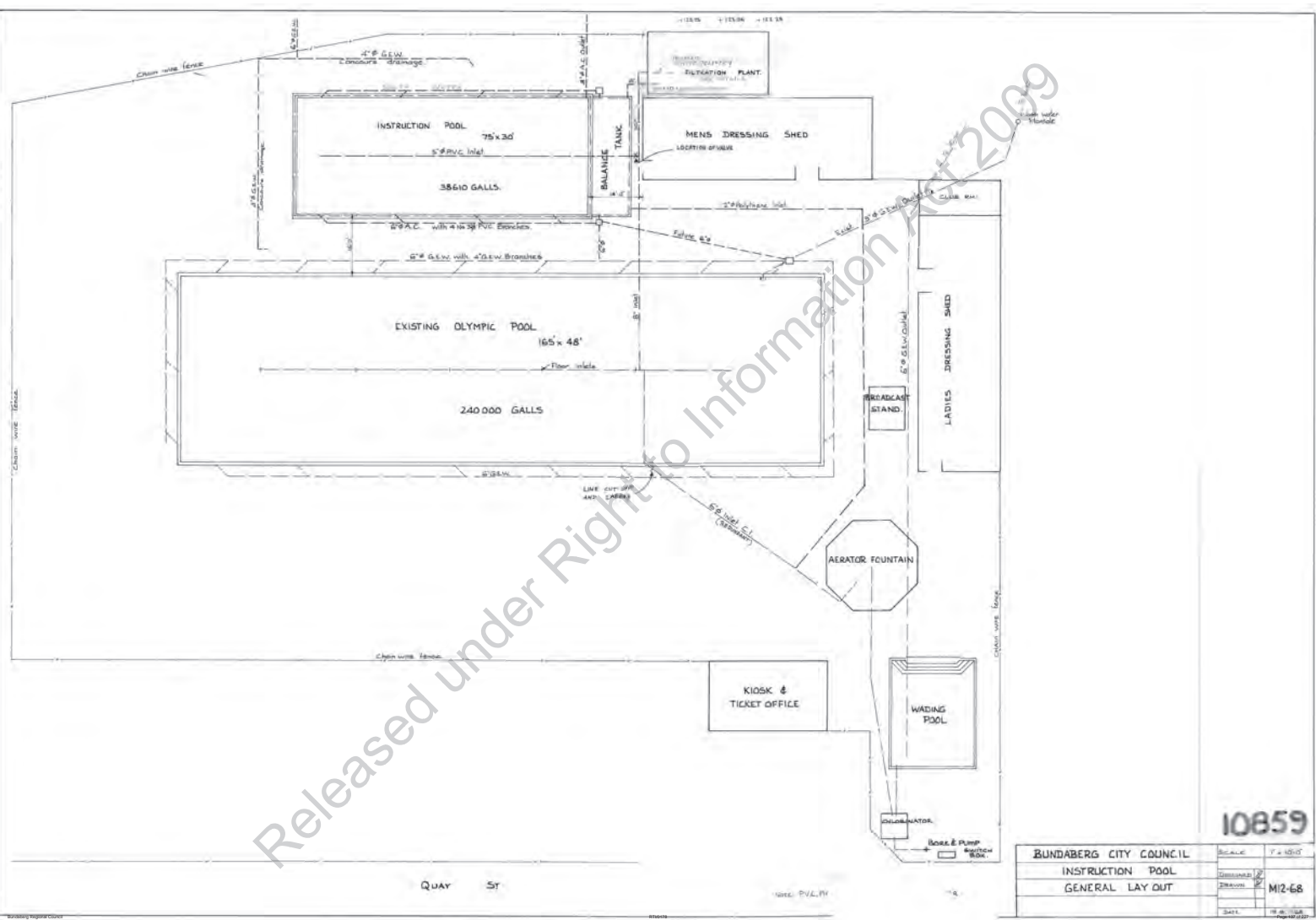
Category B
[Redacted]
Level 27, 400 George St, Brisbane QLD 4000
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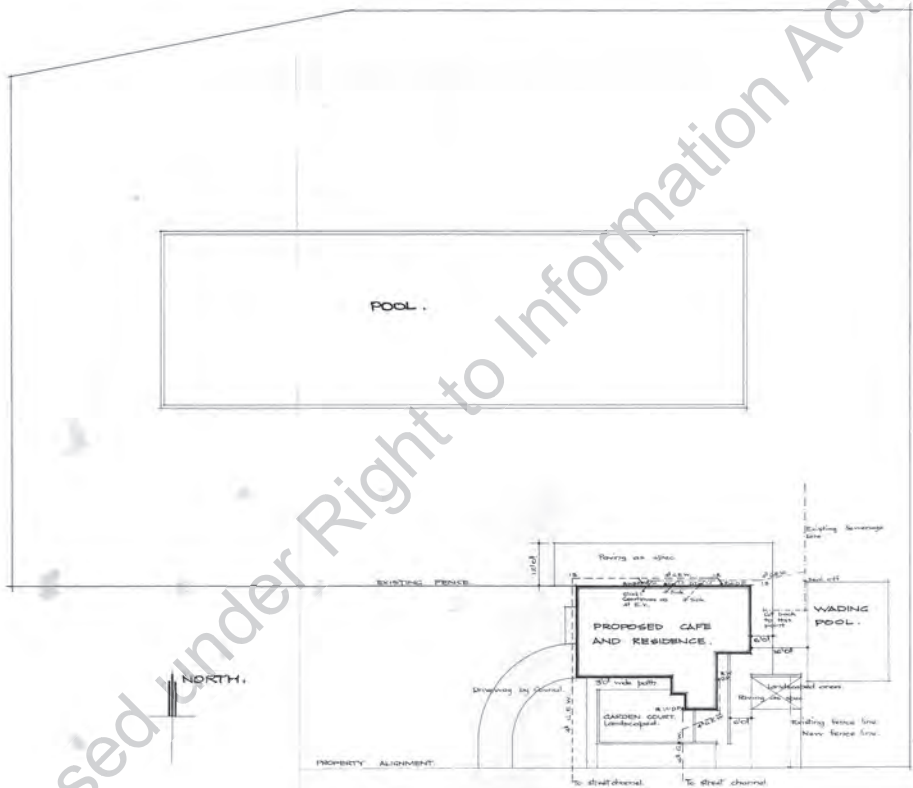
Released under Right to Information Act 2009



10859

BUNDABERG CITY COUNCIL	SCALE	1" = 10'-0"
INSTRUCTION POOL	DESIGNED BY	
GENERAL LAY OUT	DRAWN BY	M12-68
	DATE	12.12.76

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REAL PROPERTY DESCRIPTION,
 ALLOT 3 OF RESIDCH ST RESERVE 837,
 COUNTY OF COOK,
 PART OF BUNDABERG

--- Sewerage line
 --- Stormwater

LEGEND:
 E.W.P. SAND WARE DOWN PIPE
 D.T. DISCONNECT TRAP
 J. JUNCTION
 I. INSPECTION JUNCTION
 G.P.W. GLASSED BIRTHED WARE
 E.W. READY WARE
 I.O. INSPECTION OPENING

QUAY STREET.
 SITE AND DRAINAGE PLAN.

10902
 M32C 74

	PROPOSED OFFICE, CAFE AND CARETAKER'S RESIDENCE FOR THE BUNDABERG CITY COUNCIL	WORKING DRAWING.	SCALE 1/4" TO 1'0" DATE JAN 1962 DRAWN R.J.L. CHECKED	FILE No. 10902 DWG No. 10902 SHEET No. 10902
	RT0178	COOK & KERRISON AND PARTNERS ARCHITECTS 33 QUEEN STREET BRISBANE Q. TELEPHONE 2 2111	10902	10902
	Bundaberg Regional Council	Bundaberg Regional Council	Bundaberg Regional Council	Bundaberg Regional Council
	Bundaberg Regional Council	Bundaberg Regional Council	Bundaberg Regional Council	Bundaberg Regional Council

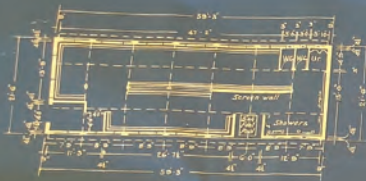
**PLAN OF PROPOSED IMPROVEMENTS TO BUNDABERG BATHS
DETAILS OF DRESSING SHEDS AND CHILDRENS POOL**



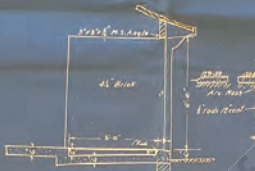
FRONT ELEVATION FACING POOL



SIDE ELEVATION



PLAN OF GENTS DRESSING SHED



SECTION THROUGH FOOT POOL AND DOORWAY



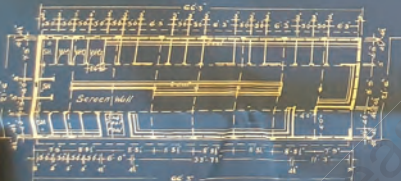
SECTION THROUGH CHILDRENS POOL



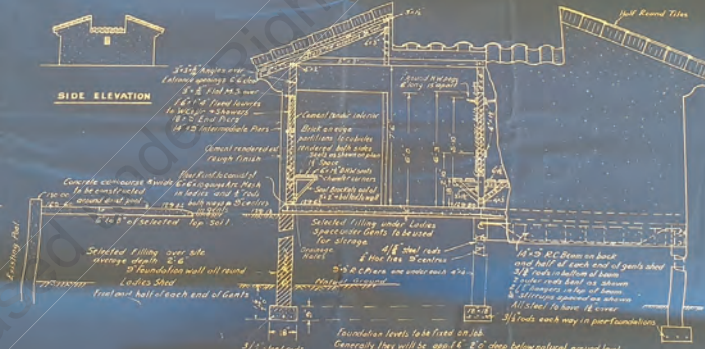
FRONT ELEVATION FACING POOL



SIDE ELEVATION



PLAN LADIES DRESSING SHED



HALF CROSS SECTION

HALF END ELEV.



PART LONG SEC.

Project Name	Bundaberg Baths Improvements
Client	Bundaberg Regional Council
Architect	D. J. ...
Scale	1:50
Date	...
Sheet No.	D.366
Project No.	...
Drawn by	...
Checked by	...
Approved by	...

D.366

Drawn by ...
Checked by ...



Contract No. TEN/1753

ANZAC Park Redevelopment
Demolition Works

Offer Information

Version: 1.0
Date: 23 July 2022

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1 PREAMBLE

In submitting a tender in response to this Invitation to Offer, Tenderers must:

- Have a firm intention to proceed with the supply of the subject of this Invitation; and
- Not engage in any form of collusive practice.

1.1 Interpretation

References to Client, Principal, Bundaberg Regional Council or Council in the Documents refers to the same entity.

References to Tenderer, Consultant, Consultancy or Contractor in the Documents refers to the same entity.

2 SCOPE OF WORKS

2.1 Project Information

Bundaberg Regional Council (Council) is located in the Wide Bay Burnett geographical region of Queensland. The resident population of the total local government area is approximately 100,00 people. Further details can be obtained from www.bundaberg.qld.gov.au.

The ANZAC Park redevelopment proposes to create new recreational spaces, a flexible outdoor event space and a memorial avenue commemorating the regions service personnel.

As part of these redevelopment works, Council seeks to engage a suitably qualified Principal Contractor to undertake the demolition works of the existing ANZAC Park Pool and associated infrastructure.

This project is partly funded through the Commonwealth Governments Building Better Regions Fund.

2.2 Works under Contract

The Works under Contract (WUC) includes all labour, consumables, plant, equipment and appliances to perform all work associated with the construction activities in accordance with the Contract Documentation, including the Project Drawings and relevant Technical Specifications, Annexures and Standards.

This WUC includes, but is not limited to:

- Establishment / disestablishment / supply to site of all labour, plant, equipment, materials and consumables required to complete the Works in accordance with the Contract.
- Provision and implementation of such management plans and deliverables necessary to initiate the Works and manage the ongoing Works as detailed in the Contract Documentation, including all environmental controls.
- Application and payment of applicable fees and permits associated with the Works under the Contract.
- Carry out risk assessment and subsequent condition surveys for adjacent infrastructure where risk assessment deems necessary.
- Protection of any adjacent Council or third-party property including all roads, structures and utilities during the construction and reinstatement of any damage.
- All necessary signage including aftercare signage, as required.
- Demolition and removal of Council property and all associated works in accordance with the project scope and conditions.
- Disconnection and removal of existing power, communication and water/sewerage services to the structures/areas for demolition.
- Maintaining existing power, communication and water/sewerage services to the Caretakers Residence.
- Backfilling with suitable clean material to achieve compaction of 95% standard.
- Maintain all areas and those adjacent to the Works in a neat and tidy manner at all times and remove all construction waste.
- Appropriate and lawful disposal of all materials surplus to the Works, including any associated dump fees or other costs associated with the disposal of surplus and contaminated materials.

Please note that the Asbestos Register referred in Supporting Information is to be used as a guide and the Contractor is to determine and allow for the full extent of asbestos to be demolished and removed from site.

2.2.1 List of items for demolition

Item for demolition includes, but is not limited to:

- 50m Pool and surrounding concourse
- 25m Pool and surrounding concourse
- Pump and filtration shed and all equipment
- Sodium Hypochloride chemical storage building to the West of the 50m Pool
- Male changerooms
- Female changerooms
- Lifeguard Station/Store
- Rotunda and surrounding concourse
- Wading pool and surrounding concourse
- All associated underground pipework and connections.

2.2.2 Exclusions

- Demolition of Caretakers Residence
- Removal of shade structure to the East of Caretakers Residence
- Removal of the existing fence
- Portable Long Service Levy
- Building Approval

3 OFFER SUBMISSION INFORMATION

3.1 Place of Lodgement

Offers are to be submitted via Vendor Panel no later than 2.00pm AEST Tuesday, 16 August 2022. Tenderers are to ensure they allow adequate time to upload their submission.

3.2 Offer Lodgement Requirements

The Principal will only consider Offers from suitably experienced Tenderers. This must be demonstrated by nominating recent projects (within the last 3 years) and the capacity to carry out the Works under Contract.

Tenderers are to note; the completion and inclusion of the Returnable Schedules and associated appendices is considered mandatory in submitting a conforming Offer. Tenderers who fail to submit any of the Returnable Schedules or associated appendices with their Offer, shall be considered to have made a non-conforming submission.

Tenderers who fail to submit their Offer in accordance with the nominated time and place under section 3.1 above shall be considered to have made a non-conforming submission.

The Tenderer shall provide documentary evidence to prove they have the necessary competence, experience, resources, industrial relations, quality, environmental and safety management systems and financial capacity to carry out all aspects of the Works.

3.3 Site Inspection and Briefing Meeting

There will be no mandatory briefing meeting for this Invitation to Offer. If Tenderers wish to inspect the site, they are to request an appointment to access the site via the Vendor Panel Online Forum. Appointments for inspection will not be available after the Last Time for Enquiries presented in section 3.5.

Several photographs of the existing structures have been provided in the Supporting Information with this Invitation to Offer. Additional sites photos are available and can be provided upon request. If Tenderers would like the additional photographs they are to send a request and provide an email contact via the Vendor Panel Online Forum so a link to access additional photos can be provided.

By making a submission under this Contract, Tenderers are deemed to be familiar with the site and made due allowance for site conditions and risks associated with the Works under Contract in accordance with Clause 1.2.1(e) of the Supplementary Conditions of Contract.

3.4 The Principal's Contact Person

Enquiries regarding this ITO shall be via the Vendor Panel Online Forum.

3.5 Timeframe Milestones

The key program dates are proposed as follows (indicative and subject to change):

Last Time for Enquiries	10 August 2022
Invitation to Offer Closes	16 August 2022
Principal Contractor Selected and Appointed	31 August 2022
Practical Completion	31 October 2022

Tenderers should submit their proposed delivery program and methodology to allow for assessment against the Demonstrated understanding of the Works under Contract evaluation criteria. If the Contractor's schedule allows for an earlier or later completion of the WUC, then Tenderers should clearly specify their preferred milestone dates within their Offer. The assessment of this criteria will be made against the provided program, methodology and resource allocation for what the Principal believes is realistic and achievable.

4 OFFER EVALUATION AND SELECTION

4.1 General

Evaluation, negotiation and selection of Offers shall be in accordance with the requirements of AS4120-1994, Code of Tendering. The Principal is not bound to accept the lowest, or any Offer. The successful Tenderer shall be notified in writing to all Tenderers.

Evaluation of Offers will involve 3 stages:

1. **Conformance Check:** a review to determine whether the Tenderer has submitted a conforming Offer in accordance with Clause 1.1 of the Conditions of Offer;
2. **Hurdle Criteria:** To be considered for selection, a Tenderer is expected to satisfy all of the Hurdle Criteria set out in section 4.2 below. Council reserves the right to waive any aspect of the Hurdle Criteria at its sole and absolute discretion; and
3. **Evaluation Criteria:** Subject to meeting the Hurdle Criteria to the satisfaction of Council and submission of a conforming Offer, Tenderers will be evaluated against the Evaluation Criteria set out in section 4.3 below. Also shown in section 4.3 is the weightings that will be used for this evaluation.

4.2 Hurdle Criteria

4.2.1 Hurdle 1 – Project History

The Tenderer has experience in successfully delivering projects of similar scope and value (minimum 3 projects). This may be demonstrated by the Tenderer's experience, Key Personnel experience and or their major Subcontractor(s) experience.

4.2.2 Hurdle 2 – Management Systems

The Tenderer's Management Systems are independently certified and/or proven on previous projects delivered for Bundaberg Regional Council.

4.3 Evaluation Criteria

The Evaluation Criteria shall be:

Financial Evaluation Criteria and relative overall weightings		
Financial Score	Assessment based on Offer Price Evaluation for each Offer as determined from a financial analysis model	50%
Non-financial Evaluation Criteria and relative overall weightings		
Encouragement of the development of competitive local business and industry	Assessment by the Evaluation Panel of the Tenderer's: <ul style="list-style-type: none"> • Creation of local employment opportunities; • Economic growth within the local area. 	30%
Demonstrated understanding of the Works under Contract	Assessment by the Evaluation Panel of the Tenderer's: <ul style="list-style-type: none"> • Demonstrated understanding of the project and its challenges • Delivery Methodology, including: <ul style="list-style-type: none"> ○ On-site and off-site activities ○ Management of the Site • Delivery Program 	20%

4.4 Post Offer Submissions

The Principal may call for Post Offer Submissions from some or all Tenderers in order to assist with the evaluation. Such submissions will be confidential between the Principal and Tenderer. The call for such submissions will not bind the Principal to proceed to accept an Offer.

4.5 Post Offer Negotiations

The Principal may enter into negotiation with a Preferred Tenderer or a number of candidate Tenderers. Such negotiations will be confidential between the Principal and Tenderer and will be conducted in accordance with guidelines set out in AS4120-1994. The undertaking of negotiations will not bind the Principal to proceed to accept an Offer.

4.6 Council's Right to Invite Tenderers to Change their Offer

Council reserves the right to invite Tenderers to change their Offer (Tender) in accordance with the Local Government Act 2009 and Section 228 (7) of the Local Government Regulation 2012.



BUNDABERG
REGIONAL COUNCIL

Contract No. TEN/1753

**ANZAC Park Redevelopment
Demolition Works**

Returnable Schedules

Version: 1.0
Date: 23 July 2022

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1 TENDERER'S PARTICULARS

1.1 Tenderer Details Form

Contract Number:	TEN/1753
Description of Goods/Services:	ANZAC Park Redevelopment – Demolition Works
Legal Company Name: <i>If legal name is a trust, indicate Trustee for the trust. This must be an individual name or Pty Ltd company.</i>	
Registered Trading Name: <i>(as appears on invoice)</i>	
ACN of Tenderer (if applicable):	
ABN of Tenderer (if applicable):	
Street Address of Tenderer: <i>(include state and postcode)</i>	
Postal Address of Tenderer: <i>(include state and postcode)</i>	
Telephone Number of Tenderer:	
Facsimile Number of Tenderer:	
Email Address of Tenderer:	
Website:	
Contact Name for Tenderer: <i>I am the duly authorised delegate of the company listed in the registered trading name of this form with the delegated power to issue this document on behalf of the Legal Company Name.</i>	
Contact Name for Accounts Enquiries:	
Contact Name for Contract Management:	

Note to Tenderers: In completing this form and the attached schedules, you are not limited to the space allowed in the form outline. You may also include additional text by way of annexure and diagrams, tables, charts and graphs to illustrate any information provided. Provided that you have included all information sought by the Invitation to Offer Documents you may include any additional information you think relevant to your Offer.

1.2 Conflicts of Interest and Material Interests

Does a Conflict of Interest Exist?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If Yes, give details:	
Does a material interest, or the risk of a material interest, existing between the Tenderer and any Councillor or Officer of Council in relation to the Procurement Process?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If Yes, give details:	

1.3 Business Categorisation and Local Content

The Tenderer must provide the information below which best describes the categorisation of the business.
Only one category is to be selected.

Category	Please Select:	Description
A	<input type="checkbox"/>	1. Is a developing or established business in the Bundaberg Regional Council local government area directly employing local full time employees; or 2. An incorporated registered charitable organisation and/or an incorporated bona fide community organisation operating a business directly employing local full time employees; or 3. An indigenous business in the Bundaberg Regional Council local government area directly employing local full time employees.
B	<input type="checkbox"/>	Has a branch office in the Bundaberg Regional Council local government area directly employing a minimum of 10 full time employees (not contractors)
C	<input type="checkbox"/>	Has a branch office in the Bundaberg Regional Council local government area, established for a minimum of 6 months, directly employing less than 10 full time employees (not contractors)
D	<input type="checkbox"/>	Has a business in the adjacent local government areas (Gladstone, North Burnett, Fraser Coast)
E	<input type="checkbox"/>	Is a Queensland business
F	<input type="checkbox"/>	Is an interstate business
G	<input type="checkbox"/>	Is an overseas business

A Category “A” business, is a business that:

- a) Has its Head Office in and conducts business within the local government area (includes sole traders) prior to a contract being awarded for which their offer has been submitted; or
- b) May also conduct business outside of the local government area; or
- c) Is an incorporated registered charitable organisation and/or an incorporated bona fide community organisation operating a business directly employing local FTEs; or
- d) Is an indigenous business in the Council area directly employing local FTEs.

Any branch office (Category “B” or “C” business) must:

- a) Be a Branch Office or the business submitting the offer, not a subsidiary or parent company; and
- b) Constitute a physical address, not a post office box or other mailing address.

Remaining proximities (adjacent local government, Queensland, interstate, and overseas locations) are determined by the local of the business’s Head Office.

1.4 Financial (Insurance)

The Tenderer must complete and submit with Offer. All submitted information will be treated as confidential. The following insurances will be required. The Tenderer shall state details of its current policies and supply certificates of currency for each under Sections 1.4.1, 1.4.2 and 1.4.3 below with their Offer Submission. The Insurance of the Works shall be provided in accordance with the GCoC on award of Contract.

1.4.1 Insurance of Employees

Workers Compensation or Personal Accident and Illness Insurance:

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

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

Insurance Company:

Amount of coverage: *As detailed above*

Policy Number:

Expiry Date:

1.4.2 Public Liability Insurance

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

Insurance Company:

Amount of coverage: *\$20,000,000*

Policy Number:

Expiry Date:

1.4.3 Insurance of the Works

Insurance against loss or damage to the Works, temporary works and all materials and other things brought onto a site by or on behalf of the Service Provider. The policy shall include a cross-liability clause and a "principal's" clause.

Insurance Company:

Amount of coverage: *Contract Sum + 20%*

Policy Number:

Expiry Date:

1.5 Current Commitments

The Tenderer must complete and submit with Offer. All submitted information will be treated as confidential. List the current projects your organisation is engaged in or committed to:

1.5.1 Project Name:

Client	Contact	Phone number	Contract amount	Est. Completion (Mth/Yr)

Description of Works:

1.5.2 Project Name:

Client	Contact	Phone number	Contract amount	Est. Completion (Mth/Yr)

Description of Works:

1.5.3 Project Name:

Client	Contact	Phone number	Contract amount	Est. Completion (Mth/Yr)

Description of Works:

1.5.4 Project Name:

Client	Contact	Phone number	Contract amount	Est. Completion (Mth/Yr)

Description of Works:

1.5.5 Project Name:

Client	Contact	Phone number	Contract amount	Est. Completion (Mth/Yr)

Description of Works:

1.6 Prior Termination of Project(s)

The Tenderer must complete and submit with Offer. All submitted information will be treated as confidential.

1. Has your organisation ever failed to complete a project? No Yes

2. If yes, please provide details.

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1.7 Project History

The Tenderer must complete and submit with Tender. All submitted information will be treated as confidential. List the similar projects your organisation has completed in the last five (5) years.

1.7.1 Project Name:

Client	Contact	Phone number	Contract amount	Duration

Description of works

1.7.2 Project Name:

Client	Contact	Phone number	Contract amount	Duration

Description of works

1.7.3 Project Name:

Client	Contact	Phone number	Contract amount	Duration

Description of works

1.7.4 Project Name:

Client	Contact	Phone number	Contract amount	Duration

Description of works

1.7.5 Project Name:

Client	Contact	Phone number	Contract amount	Duration

Description of works

1.8 Claims History

The Tenderer must complete and submit with Offer. All submitted information will be treated as confidential.

Provide details in the tables below of your organisation's last 3 similar projects within the last 5 years where the contract value is greater than \$200,000.

1.8.1 Project 1

Name and Brief Project Description:			
Client (provide client representative contact details):			
Original Tendered Value:		Final Contract Value:	
No. of disputed claims referred to the Principal:		Total value of disputed claims:	
No. of disputed claims referred to a third party (incl. BCIPA):		Total value of disputed claims:	
Types of claims may include, but not limited to: Delay or Disruption, Latent Conditions, Omitted Items or Disputed Subcontractor Claims. It is the intent to include undisputed Progress Claims.			

1.8.2 Project 2

Name and Brief Project Description:			
Client (provide client representative contact details):			
Original Tendered Value:		Final Contract Value:	
No. of disputed claims referred to the Principal:		Total value of disputed claims:	
No. of disputed claims referred to a third party (incl. BCIPA):		Total value of disputed claims:	
Types of claims may include, but not limited to: Delay or Disruption, Latent Conditions, Omitted Items or Disputed Subcontractor Claims. It is the intent to include undisputed Progress Claims.			

1.8.3 Project 3

Name and Brief Project Description:			
Client (provide client representative contact details):			
Original Tendered Value:		Final Contract Value:	
No. of disputed claims referred to the Principal:		Total value of disputed claims:	
No. of disputed claims referred to a third party (incl. BCIPA):		Total value of disputed claims:	
Types of claims may include, but not limited to: Delay or Disruption, Latent Conditions, Omitted Items or Disputed Subcontractor Claims. It is the intent to include undisputed Progress Claims.			

1.9 WH&S, Quality Assurance, Environmental System, Financial System

The Tenderer must complete and submit with Offer. All submitted information will be treated as confidential.

Workplace Health and Safety	
Is your WH&S system independently certified? (Please attach a copy with your Offer Submission).	
Does your company have Safe Work Method Statements covering the Work required under the Contract? If not, what percentage of the Work does:	
Quality Assurance	
Is your QA system independently certified? (Please attach a copy with your Offer Submission.)	
Does your existing QA system fully cover the scope of works of this contract, if not what changes are necessary:	
Environmental systems	
Is your environmental system independently certified? (Please attach a copy with your Offer Submission.)	
Is your company running any environmental sustainability Programmes, and if so what are they:	
Does your company have a sediment and erosion control Programme in place that would be implemented under the contract, and if so could you summarise what actions would be undertaken under this Programme:	
Financial System	
Does your company have an independently certified financial system to manage cash flow requirements through the Contract period? If so, what financial level have you been certified at? (Please attach a copy of the certification with your Offer Submission.)	

1.10 Key Personnel

The Tenderer must complete and submit with Offer. All submitted information will be treated as confidential. Provide the names and copy of CV's for the nominated key personnel (Appendix D).

1.10.1 Project Manager/Contractor's Representative

Name	Company role	Estimated Time Commitment (%)	Years' experience	
			In current firm	prior

Work responsibilities for this project:

1.10.2 Site Manager/Contract Administrator

Name	Company role	Estimated Time Commitment (%)	Years' experience	
			In current firm	prior

Work responsibilities for this project:

1.10.3 Site Supervisor

Name	Company role	Estimated Time Commitment (%)	Years' experience	
			In current firm	prior

Work responsibilities for this project:

2 TENDERER'S DECLARATIONS AND ACKNOWLEDGEMENTS

2.1 Statutory Declaration on Non-collusive Offer Declaration

The Tenderer must complete and submit with Offer. All submitted information will be treated as confidential.

I, (Print name)

of (Tendering Organisation)

do hereby solemnly declare and affirm the following:

1. I hold the position of, and am duly authorised by the tendering organisation to lawfully proclaim the following and, after having made due inquiry believe the following to be completely accurate to the best of my knowledge.
2. Neither the Tenderer nor the Tenderer's Agents or Servants have entered into any contract or agreement to offer payment of any kind to a trade association or representative of the Principal in the event of a winning offer by this Organisation.
3. Neither the Tenderer nor the Tenderer's Agents or Servants have had any knowledge of the price of tenders submitted by its competitors nor did the Tenderer furnish the price of the enclosed offer to any source external to the Tendering Organisation prior to the close of the invitation to offer date as specified within this Contract.
4. Neither the Tenderer nor the Tenderer's Agents or Servants have entered into any contract or agreement to offer payment of any kind to an unsuccessful Tenderer in the event of a winning offer.
5. The Tenderer is not aware of any facts which would affect the decision of the Principal in accepting the offer nor has the Tenderer attempted to acquire information relevant to the offer award process by soliciting the Principal, the Principal's Representative or their Representative's Agents or Servants.
6. Neither the Tenderer nor the Tenderer's Agents or Servants have entered into any agreement with other Tenderers or third party which results in a payment of unsuccessful tenderers fees.
7. The contents of this document are true and correct to the best of my knowledge and in no way have been written under duress of any form.

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

Signature of Tenderer:

Subscribed and declared at:

This day of (Year).....

Before me: (Print name)

Witness: (Signature)

(Justice of the Peace or authorised person)

2.2 Receipt of Addenda

The Tenderer must complete and submit with Offer. All submitted information will be treated as confidential.

The Tenderer is to acknowledge that it received the addenda listed below during the Invitation to Offer period and that the Offer has been prepared having regard to these addenda.

Addenda No.	Brief description (eg. Specification page no, Clause No, Schedule No)	Date received

This Offer has been prepared having regard to the addenda listed above.

2.3 List of Departures

The Tenderer must complete and submit with Offer. All submitted information will be treated as confidential.

The Tenderer is instructed to provide a listing below of all departures from the Invitation to Offer Documentation.

Departure	Description of departure
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

2.4 Contractor's Acknowledgement of Bundaberg Regional Council's General WH&S Requirements

Contract Name: ANZAC Park Redevelopment – Demolition Works

Contract Number: TEN/1753

Location: ANZAC Park Pool

Date: 16/08/2022

Brief Description of Works:

ANZAC Park Redevelopment – demolition works in accordance with the Contract Documentation and any other relevant Standards and Specifications.

Principal Contractor: Yes No

Company Name:

I, _____, being the contractor/contractor's representative, shall:

- a) Conduct works in a manner that shall comply with the *Work Health and Safety Act 2011*, associated Regulations and within such relevant Federal, State and Local Laws as are applicable to the work and shall have paid all relevant fees associated with the works and forward copies of fees to the principal.
- b) Not cause hazard or risk of injury or damage to the Principal; contractors; employees; proprietors or the general public.
- c) Obey any reasonable safety direction of the Principal or Principal's Representative or their representatives and shall, where applicable, conform to Bundaberg Regional Council's safety policies, procedures and rules. No action by Principal or Principal's Representative, including the giving of any directive, shall relieve contractors of any obligation under this Contract or at Law.
- d) Where applicable, make available a copy of a Safe Work Method Statement or Work Health & Safety Management Plan to the Principal or Principal's Representative for works that shall be deemed "*high risk construction activity*" or is deemed "*construction work*", or "*demolition work*".
- e) At all times, wear appropriate, Personal Protective Equipment as deemed necessary by statutory requirements, the Principal or Principal's Representative.
- f) Understand that any works that are carried out in any manner which does not comply with the requirements of *Work Health and Safety Act 2011*, shall constitute a breach of Contract and shall constitute grounds for the contract to be suspended or terminated.
- g) Should a dispute occur pertaining to work methods which cannot be solved to the mutual satisfaction of the Principal and the Contractor, a representative of Work Health and Safety Queensland shall be acceptable to help in dispute resolution.
- h) Ensure that all on-site personnel have undertaken general induction training and shall undertake an on-site induction course where applicable.

Signed: _____

Date: _____

3 OFFER FORM

Contract No: TEN/1753

For: ANZAC Park Redevelopment – Demolition Works

I / We _____

Of _____

Hereby submit an Offer for the ANZAC Park Redevelopment – Demolition Works in accordance with the Contract Documentation as listed below:

Invitation to Offer

- Offer Information
- Conditions of Offer
- Annexure to General Conditions of Contract (AS2124-1992)
- Supplementary Conditions of Contract
- Returnable Schedules and Appendices
- Supporting Information

FOR THE TOTAL OFFER PRICE OF: \$
(excluding GST)

The Date for Completion of the Works under Contract is: 31 October 2022

Authorised Signatory's Full Name _____

Authorised Signatory's Signature _____

Witness's Full Name _____

Witness's Signature _____

Date _____

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APPENDIX A – DELIVERY PROGRAM

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APPENDIX B – DELIVERY METHODOLOGY

B1. Methodology

Guidance (to be deleted): Contractor's summary of how the Works will be delivered.

[enter text here]

B2. Identified construction issues

Guidance (to be deleted): conflicts with existing services; staging of the Works, inclusive of mitigation strategies; etc

[enter text here]

B3. Project risks and opportunities

Guidance (to be deleted): identify key project risks using table below.

[enter text here]

B4. Productivity

[enter text here]

Key Work Activity	Productivity Rate
Enter text here	Enter text here
Enter text here	Enter text here
Enter text here	Enter text here
Enter text here	Enter text here

B5. Resourcing

Guidance (to be deleted): labour and plant resources allocated to the Works.

[enter text here]

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APPENDIX C – PRICE SCHEDULE

Please refer to included Excel Spreadsheet for the completion of:

- Price Summary
- Project Content Register (including Local Content)
- Dayworks Schedules

Please submit completed Excel document in Excel format only.

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Appendix D – CV Format

Curriculum Vitae (max 2 pages)

Name

Qualifications

[Please insert a photo of yourself here]

Proposed role on this Project:

List your three (3) most recent and relevant projects noting for each one:

- (i) A brief description of the project
- (ii) How the project is relevant to this Project;
- (iii) Your role on the project (including a brief statement of what you were responsible for) and how long you were in that role;
- (iv) The name and current telephone numbers of at least one (preferably two) client referee/s from that project.

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TEN/1753 ANZAC Park Redevelopment - Demolition Works



Summary

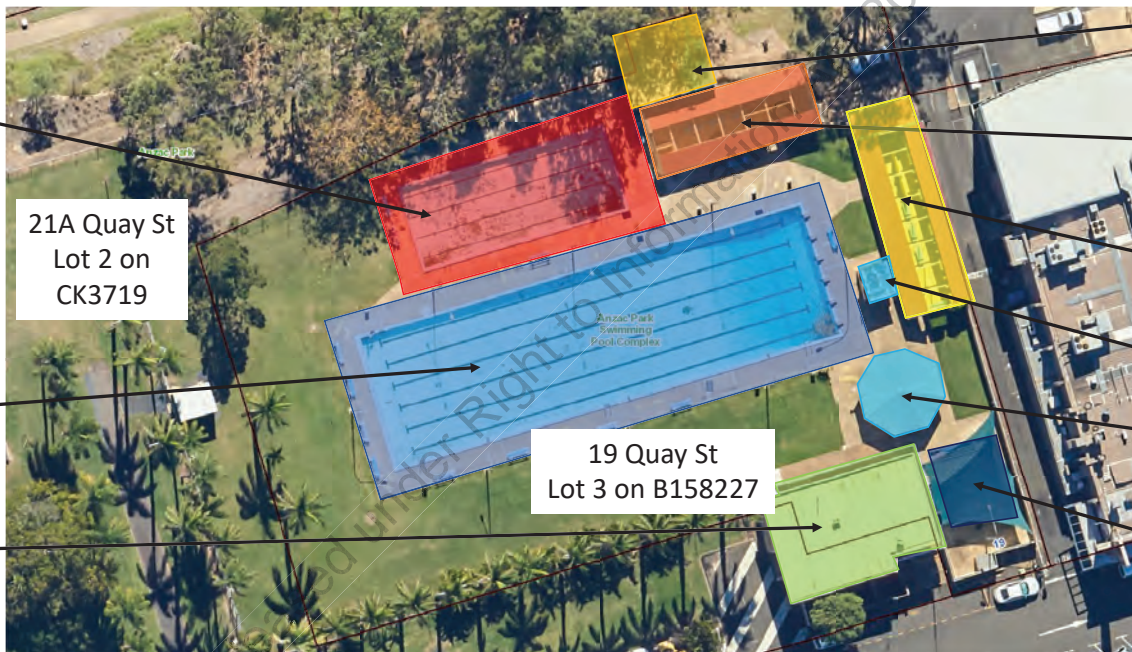
The Tenderer's attention is directed to the Conditions of Offer and the General Conditions of Contract for requirements for the Bill of Quantities and Payment Provisions.

Description	Total (excl. GST)
Demolition Works	
Total Tender Amount (excl. GST)	\$ -

Summary of Project and Local Content:

Project Content	\$ -
Local Content	\$ -
% Local Content of Tender	#DIV/0!

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Pump and filtration shed

Male changerooms

Female changerooms

Lifeguard Station / Store

Rotunda

Wading pools and shade structure

25m pool and surrounding concourse

21A Quay St
Lot 2 on
CK3719

50m pool and surrounding concourse

19 Quay St
Lot 3 on B158227

Caretakers Residence













Invitation to Offer

Contract No. TEN/1753

ANZAC Park Redevelopment
Demolition Works

Version: 1.0
Date: 23 July 2022

DOCUMENTS FORMING THIS INVITATION TO OFFER

<i>Document Title</i>	<i>Version</i>	<i>Date Issued</i>
<u>Invitation to Offer</u>		
Offer Information	v1.0	23 July 2022
Conditions of Offer	v1.0	23 July 2022
Annexure to General Conditions of Contract (AS2124-1992)	v1.0	23 July 2022
Supplementary Conditions of Contract	v1.0	23 July 2022
<u>Returnable Schedules</u>	v1.0	23 July 2022

Supporting Information

Site Plan

Historic Drawings – Existing Buildings

Photos – Existing Buildings

Additional photos can be provided upon request. Tenderers are to send a request and provide an email contact via the Vendor Panel Online Forum so a link to access additional photos can be provided.

Building Approval

Asbestos Register – ANZAC Pool

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Contract No. TEN/1753

ANZAC Park Redevelopment
Demolition Works

Offer Information

Version: 1.0
Date: 23 July 2022

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1 PREAMBLE

In submitting a tender in response to this Invitation to Offer, Tenderers must:

- Have a firm intention to proceed with the supply of the subject of this Invitation; and
- Not engage in any form of collusive practice.

1.1 Interpretation

References to Client, Principal, Bundaberg Regional Council or Council in the Documents refers to the same entity.

References to Tenderer, Consultant, Consultancy or Contractor in the Documents refers to the same entity.

2 SCOPE OF WORKS

2.1 Project Information

Bundaberg Regional Council (Council) is located in the Wide Bay Burnett geographical region of Queensland. The resident population of the total local government area is approximately 100,00 people. Further details can be obtained from www.bundaberg.qld.gov.au.

The ANZAC Park redevelopment proposes to create new recreational spaces, a flexible outdoor event space and a memorial avenue commemorating the regions service personnel.

As part of these redevelopment works, Council seeks to engage a suitably qualified Principal Contractor to undertake the demolition works of the existing ANZAC Park Pool and associated infrastructure.

This project is partly funded through the Commonwealth Governments Building Better Regions Fund.

2.2 Works under Contract

The Works under Contract (WUC) includes all labour, consumables, plant, equipment and appliances to perform all work associated with the construction activities in accordance with the Contract Documentation, including the Project Drawings and relevant Technical Specifications, Annexures and Standards.

This WUC includes, but is not limited to:

- Establishment / disestablishment / supply to site of all labour, plant, equipment, materials and consumables required to complete the Works in accordance with the Contract.
- Provision and implementation of such management plans and deliverables necessary to initiate the Works and manage the ongoing Works as detailed in the Contract Documentation, including all environmental controls.
- Application and payment of applicable fees and permits associated with the Works under the Contract.
- Carry out risk assessment and subsequent condition surveys for adjacent infrastructure where risk assessment deems necessary.
- Protection of any adjacent Council or third-party property including all roads, structures and utilities during the construction and reinstatement of any damage.
- All necessary signage including aftercare signage, as required.
- Demolition and removal of Council property and all associated works in accordance with the project scope and conditions.
- Disconnection and removal of existing power, communication and water/sewerage services to the structures/areas for demolition.
- Maintaining existing power, communication and water/sewerage services to the Caretakers Residence.
- Backfilling with suitable clean material to achieve compaction of 95% standard.
- Maintain all areas and those adjacent to the Works in a neat and tidy manner at all times and remove all construction waste.
- Appropriate and lawful disposal of all materials surplus to the Works, including any associated dump fees or other costs associated with the disposal of surplus and contaminated materials.

Please note that the Asbestos Register referred in Supporting Information is to be used as a guide and the Contractor is to determine and allow for the full extent of asbestos to be demolished and removed from site.

2.2.1 List of items for demolition

Item for demolition includes, but is not limited to:

- 50m Pool and surrounding concourse
- 25m Pool and surrounding concourse
- Pump and filtration shed and all equipment
- Sodium Hypochloride chemical storage building to the West of the 50m Pool
- Male changerooms
- Female changerooms
- Lifeguard Station/Store
- Rotunda and surrounding concourse
- Wading pool and surrounding concourse
- All associated underground pipework and connections.

2.2.2 Exclusions

- Demolition of Caretakers Residence
- Removal of shade structure to the East of Caretakers Residence
- Removal of the existing fence
- Portable Long Service Levy
- Building Approval

3 OFFER SUBMISSION INFORMATION

3.1 Place of Lodgement

Offers are to be submitted via Vendor Panel no later than 2.00pm AEST Tuesday, 16 August 2022. Tenderers are to ensure they allow adequate time to upload their submission.

3.2 Offer Lodgement Requirements

The Principal will only consider Offers from suitably experienced Tenderers. This must be demonstrated by nominating recent projects (within the last 3 years) and the capacity to carry out the Works under Contract.

Tenderers are to note; the completion and inclusion of the Returnable Schedules and associated appendices is considered mandatory in submitting a conforming Offer. Tenderers who fail to submit any of the Returnable Schedules or associated appendices with their Offer, shall be considered to have made a non-conforming submission.

Tenderers who fail to submit their Offer in accordance with the nominated time and place under section 3.1 above shall be considered to have made a non-conforming submission.

The Tenderer shall provide documentary evidence to prove they have the necessary competence, experience, resources, industrial relations, quality, environmental and safety management systems and financial capacity to carry out all aspects of the Works.

3.3 Site Inspection and Briefing Meeting

There will be no mandatory briefing meeting for this Invitation to Offer. If Tenderers wish to inspect the site, they are to request an appointment to access the site via the Vendor Panel Online Forum. Appointments for inspection will not be available after the Last Time for Enquiries presented in section 3.5.

Several photographs of the existing structures have been provided in the Supporting Information with this Invitation to Offer. Additional sites photos are available and can be provided upon request. If Tenderers would like the additional photographs they are to send a request and provide an email contact via the Vendor Panel Online Forum so a link to access additional photos can be provided.

By making a submission under this Contract, Tenderers are deemed to be familiar with the site and made due allowance for site conditions and risks associated with the Works under Contract in accordance with Clause 1.2.1(e) of the Supplementary Conditions of Contract.

3.4 The Principal's Contact Person

Enquiries regarding this ITO shall be via the Vendor Panel Online Forum.

3.5 Timeframe Milestones

The key program dates are proposed as follows (indicative and subject to change):

Last Time for Enquiries	10 August 2022
Invitation to Offer Closes	16 August 2022
Principal Contractor Selected and Appointed	31 August 2022
Practical Completion	31 October 2022

Tenderers should submit their proposed delivery program and methodology to allow for assessment against the Demonstrated understanding of the Works under Contract evaluation criteria. If the Contractor's schedule allows for an earlier or later completion of the WUC, then Tenderers should clearly specify their preferred milestone dates within their Offer. The assessment of this criteria will be made against the provided program, methodology and resource allocation for what the Principal believes is realistic and achievable.

4 OFFER EVALUATION AND SELECTION

4.1 General

Evaluation, negotiation and selection of Offers shall be in accordance with the requirements of AS4120-1994, Code of Tendering. The Principal is not bound to accept the lowest, or any Offer. The successful Tenderer shall be notified in writing to all Tenderers.

Evaluation of Offers will involve 3 stages:

1. **Conformance Check:** a review to determine whether the Tenderer has submitted a conforming Offer in accordance with Clause 1.1 of the Conditions of Offer;
2. **Hurdle Criteria:** To be considered for selection, a Tenderer is expected to satisfy all of the Hurdle Criteria set out in section 4.2 below. Council reserves the right to waive any aspect of the Hurdle Criteria at its sole and absolute discretion; and
3. **Evaluation Criteria:** Subject to meeting the Hurdle Criteria to the satisfaction of Council and submission of a conforming Offer, Tenderers will be evaluated against the Evaluation Criteria set out in section 4.3 below. Also shown in section 4.3 is the weightings that will be used for this evaluation.

4.2 Hurdle Criteria

4.2.1 Hurdle 1 – Project History

The Tenderer has experience in successfully delivering projects of similar scope and value (minimum 3 projects). This may be demonstrated by the Tenderer's experience, Key Personnel experience and or their major Subcontractor(s) experience.

4.2.2 Hurdle 2 – Management Systems

The Tenderer's Management Systems are independently certified and/or proven on previous projects delivered for Bundaberg Regional Council.

4.3 Evaluation Criteria

The Evaluation Criteria shall be:

Financial Evaluation Criteria and relative overall weightings		
Financial Score	Assessment based on Offer Price Evaluation for each Offer as determined from a financial analysis model	50%
Non-financial Evaluation Criteria and relative overall weightings		
Encouragement of the development of competitive local business and industry	Assessment by the Evaluation Panel of the Tenderer's: <ul style="list-style-type: none"> • Creation of local employment opportunities; • Economic growth within the local area. 	30%
Demonstrated understanding of the Works under Contract	Assessment by the Evaluation Panel of the Tenderer's: <ul style="list-style-type: none"> • Demonstrated understanding of the project and its challenges • Delivery Methodology, including: <ul style="list-style-type: none"> ○ On-site and off-site activities ○ Management of the Site • Delivery Program 	20%

4.4 Post Offer Submissions

The Principal may call for Post Offer Submissions from some or all Tenderers in order to assist with the evaluation. Such submissions will be confidential between the Principal and Tenderer. The call for such submissions will not bind the Principal to proceed to accept an Offer.

4.5 Post Offer Negotiations

The Principal may enter into negotiation with a Preferred Tenderer or a number of candidate Tenderers. Such negotiations will be confidential between the Principal and Tenderer and will be conducted in accordance with guidelines set out in AS4120-1994. The undertaking of negotiations will not bind the Principal to proceed to accept an Offer.

4.6 Council's Right to Invite Tenderers to Change their Offer

Council reserves the right to invite Tenderers to change their Offer (Tender) in accordance with the Local Government Act 2009 and Section 228 (7) of the Local Government Regulation 2012.



Contract No. TEN/1753

ANZAC Park Redevelopment
Demolition Works

Conditions of Offer

Version: 1.0

Date: 23 July 2022

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1 CONFORMING OFFER

1.1 Conforming Offer

To be considered to be a conforming Offer, an Offer must:

- a) Contain all the documents and information described in the Invitation to Offer
- b) Comply with the Project Scope and Specification;
- c) List all departures from any part of the Invitation to Offer; and
- d) In all other respects comply with this Invitation to Offer and all applicable Legislative Requirements and Policies and Plans.

1.2 Non-conforming Offer

- a) An Offer that does not comply with Clause 1.1 is a Non-Conforming Offer.
- b) Council may, but is not bound to, consider or accept a Non-Conforming Offer.
- c) Council may consider the Non-Conforming Offer as an Alternative Offer.
- d) Council may reject the submission, or decline to consider a Non-Conforming Offer.

2 ACCEPTANCE AND CONSIDERATION OF TENDERS

2.1 Council not obligated

Council is under no obligation to:

- a) Review or consider any Offer submitted;
- b) Shortlist any Respondent (if applicable);
- c) Accept the lowest Offer (if applicable);
- d) Accept any Offer; or
- e) Negotiate or sign a contract with any Respondent.

2.2 Acceptance of an Offer

An Offer is deemed to be accepted by Council only when Council provides to a Respondent a Letter of Acceptance. For the avoidance of doubt, a Letter of Acceptance under this Clause 2.2 will be a written notice given by Council which is expressly titled 'Letter of Acceptance' and expressly states that it is a notice given to the Respondent for the purposes of this Clause 2.2.

There shall be no Contract prior to the issue of a Letter of Acceptance. A Contract shall commence from the date of issue of a Letter of Acceptance to the successful Respondent.

3 TENDERER TO FULLY INFORM ITSELF

The Tenderer shall (without limitation):

- a) Examine and carefully check and acquire actual knowledge of the contents of all of the Invitation to Offer Documents;
- b) Inform itself completely as to:
 - i. The risks contingencies and other circumstances which might affect the execution of the Works under Contract (WUC)
 - ii. The nature of the Work and of the plant, equipment, materials and other items necessary for the execution of the WUC and the means of access to and facilities and services at the Site and the means of transport, transport routes and facilities for making deliveries to and from the Site
 - iii. The availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions)
 - iv. All applicable legislative requirements, taxes and insurance premiums (including compulsory insurance premiums)
 - v. All Authority requirements relating to the Contract and the WUC, and
 - vi. All measures necessary to protect the environment from any adverse effect or damage arising from the execution of the WUC or the operation of the Works;

- c) Satisfy itself as to the correctness and sufficiency of its Offer Price and that the price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of its obligations under the Contract, including:
 - i. Licence fees, royalty payment and all charges and taxes, and
 - ii. Custom duty and any charges applicable to imported items, materials, plant or equipment required for the WUC; and
- d) Obtain all appropriate professional and technical advice with respect to the matters referred to in Clauses 3(b)(i) to 3(b)(iii) of these Conditions of Offer.

4 WARRANTIES

In submitting an Offer, the Respondent warrants:

- a) The accuracy of all information provided by the Respondent in the Offer;
- b) That it has all necessary experience, skill and resources to perform and carry out its obligations in accordance with the Invitation to Offer;
- c) That it has complied with the Invitation to Offer and any failure by the Tenderer to fully comply with the conditions within these documents shall not relieve the Tenderer of its obligation to perform and complete the WUC in accordance with the Contract should the Contract be awarded to it; and
- d) That its Offer complies with all applicable Legislative Requirements and Policies and Plans.

5 RELIANCE BY RESPONDENT

5.1 Council makes no representations

Council does not make any representations, express, implied or inferred, or provide any undertakings to Respondents other than to invite them to submit an Offer.

5.2 Tender information for convenience only

Any information supplied to a Respondent in the Invitation to Offer or otherwise or in subsequent oral or written communication by or on behalf of Council is provided to the Respondent for convenience only and may not be complete, up to date or accurate.

5.3 Respondent not to rely

The Respondent must not rely upon any matter disclosed or representation, warranty or statement (oral or otherwise) made to the Respondent by Council, whether in the Invitation to Offer or otherwise, and must make and rely solely upon its own independent investigation, judgement and assessment of any such matter or representation.

5.4 Respondent to examine information

The Respondent must carefully review the Invitation to Offer and all documentation and all other material provided and must make any enquiries which the Respondent considered necessary or desirable to verify the information and materials contained in the Invitation to Offer or in any subsequent oral or written communication or material.

6 CONFLICTS OF INTEREST

6.1 Respondent to identify conflicts

Respondents must clearly identify in the Returnable Schedules if they have any actual or perceived conflict in responding to this Invitation to Offer, and if so, identify the manner in which they intend to deal with that conflict.

6.2 Respondent to notify if conflict arises

If, at any time, an actual or potential conflict of interest arises for any Respondent, that Respondent must immediately notify Council in writing of that conflict of interest.

6.3 Council's rights

If a Respondent notifies Council of an actual or potential conflict of interest or Council becomes aware of the existing of an actual or potential conflict of interest, Council may, in its absolute discretion:

- a) Enter into discussions to seek to resolve such conflict of interest
- b) Cease further consideration of and disregard the Offer lodged by that Respondent; and/or
- c) Take any other action, as it considers appropriate.

6.4 Respondent must not canvas support

Any respondent who directly or indirectly canvasses support from an elected member, employee or agent of Council will be disqualified and any Offer submitted will not be considered.

7 RESPONDENT'S COSTS

The Respondent acknowledges that Council is not responsible for any expense or losses which may be incurred in the preparation or submission of an Offer.

8 USE OF INFORMATION

8.1 Offers are Council property

All Offers submitted by a Respondent become the property of Council and will not be returned to the Respondents.

8.2 Invitation to Offer Documents are Council Property

The Invitation to Offer and all documents, information, drawings, specifications, technical information and other material and information provided to a Respondent (whether before or after the issue of this Invitation to Offer):

- a) Remain the property of Council;
- b) Must only be used for the purpose of preparing its Offer and for no other purpose; and
- c) Must not be disclosed to any person other than to a person who is assisting the Respondent in preparing its Offer.

8.3 Intellectual Property in Invitation of Offer Documents

All intellectual property rights which exist in information contained in this Invitation to Offer or any related material will remain the property of Council but the Respondent is permitted to use that information and material for the purpose only of compiling its Offer.

8.4 Respondent licences Council

Each Respondent licences Council and its officers, employees, agents, advisors and representatives (Personnel) to copy, adapt, amend, disclose or do anything else necessary (in Council's sole discretion) to all material (including that which contains intellectual property rights of the Respondent or other persons) contained in its Offer for the purpose of the Procurement Process.

8.5 Council may make copies

Council and its Personnel may make copies of an Offer as it requires for the Procurement Process.

8.6 Right to Information Act 2009

- a) The Right to Information Act 2009 (RTI Act) provides members of the public with a right to access documents held by Queensland Government agencies (including local governments).
- b) The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest. Information provided by the Respondent is potentially subject to disclosure to third parties pursuant to the RTI Act.

- c) If disclosure under the RTI Act, or general disclosure of information provided by the Respondent, would be of substantial concern to the Respondent, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, including Personal Information, this should be indicated by the Respondent in its Tender. Council cannot guarantee that any information provided by the Respondent will be protected from disclosure under the RTI Act.
- d) The Respondent must familiarise itself with the relevant provisions of the RTI Act dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.
- e) Council accepts no responsibility for the accuracy or adequacy of any information it provides to Respondents concerning the content or effect of the RTI Act.
- f) Council reserves the right to disclose, by publication by means of media of its choosing upon conclusion of the Procurement Process and/or award of any contract, any details of the name and address of the successful Respondent, a description of the contract, the commencement date of any contract awarded, and the price or value of any contract awarded.

9 INFORMATION PRIVACY ACT 2009 COMPLIANCE

9.1 Compliance with the Information Privacy Act 2009

By submitting an Offer, the Respondent warrants that it has obtained the consent of each individual whose Personal Information is included in the Offer for:

- a) The inclusion of their Personal Information in the Offer;
- b) The use of the Personal Information by Council for the purpose of the Procurement Process, including the evaluation of the Respondent's Offer; and
- c) The disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting Council with the Procurement Process, including the evaluation of the Respondent's Offer.

9.2 Indemnity

The Respondent must indemnify Council against any claim, damage or loss (including legal costs and expenses) that Council may incur as a consequence of a breach by the Respondent of the warranty in Clause 8.

9.3 Other

- a) Any Personal Information exchanged between the Respondent and Council must be dealt with in accordance with the Information Privacy Act 2009.
- b) The respondent must immediately notify Council upon becoming aware of any breach of this Clause 8.

10 GOVERNING LAW AND JURISDICTION

10.1 Governing law

This Invitation to Offer and the Offer Documentation are governed by the laws in force in Queensland.

10.2 Governing jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.



Contract No. TEN/1753

ANZAC Park Redevelopment
Demolition Works

Annexure to General Conditions of Contract

Version: 1.0

Date: 23 July 2022

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract to be used in this Contract shall be Australian Standard 2124-1992, "General Conditions of Contract" (including Annexures), subject to the additions, deletions, substitutions and amendments set out hereafter.

Copies of AS 2124-1992 may be obtained from the Standards Association of Australia, PO Box 290, Spring Hill, BRISBANE, 4000. A copy of the document is available at the office of the Principal's Representative for perusal by Tenderers.

ADDITIONS, DELETIONS, SUBSTITUTIONS AND AMENDMENTS TO AS 2124-1992

Clause 2 Interpretation

Delete the following sections and replace with:

'Superintendent' means the 'Principal's Representative'. Any reference to Superintendent is to be read as Principal's Representative.

'Superintendent's Representative' means the 'Principal's Representative's Delegate'. Any reference to Superintendent's Representative is to be read as 'Principal's Representative's Delegate'.

In addition to this Clause:

'Security of Payments Act' means the BIF Act.

'Personal Information' has the meaning given in the *Information Privacy Act 2009* (Qld), and which is collected, used, disclosed, stored or handled by a party for the purposes of this Contract.

'Privacy Law' means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information, including the *Information Privacy Act 2009* (Qld).

'Reference Date' has the meaning as defined within the BIF Act.

'Business Day' has the meaning as defined within the BIF Act.

'Supporting Statement' has the meaning as defined within the BIF Act.

'Principal's Representative' means the person stated in the Annexure as the Principal's Representative or other person from time to time appointed in writing by the Principal to be the Principal's Representative and notified as such in writing to the Contract by the Principal and, so far as concerns the functions exercisable by a Principal's Representative's Delegate, includes a Principal's Representative's Delegate.

'Principal's Representative's Delegate' means a person appointed in writing by the Principal's Representative under Clause 24.

Clause 5.4 Time for Lodgement of Security

Delete this Clause and replace it with the following:

"Security shall be lodged within twenty-eight (28) days of the Letter of Acceptance of the Tender. Failure to lodge security within that period shall be a substantial breach of Contract within the meaning of Clause 44. The Principal's Representative reserves the right to withhold the security amount, in the form of retention, from the first progress payment and subsequent progress payments if the security has not been lodged within that time."

Clause 5.7 Reduction of Security and Retention Moneys

Delete this Clause and replace it with the following:

“Upon issue of the Certificate of Practical Completion in accordance with Clause 42.5, the Principal’s entitlement to security and retention moneys shall be reduced to the percentage thereof stated in the Annexure or, if no percentage is stated, to 50 per cent thereof.

In the event of retention moneys, the Principal shall reduce the amount of retention moneys within 15 business days after receipt of a claim for payment following the issue of the Certificate of Practical Completion”

Clause 7 Service of Notices

Delete the following section:

“A notice shall be deemed to have been given when it is received by the person to whom it is addressed or is delivered to the address of that person stated in the Contract or last communicated in writing by that person to the person giving the notice, whichever is the earlier.”

And replace with:

“A notice shall be deemed to have been given when it is received by the person to whom it is addressed or is delivered to the address (including an email address) of that person stated in the Contract or last communicated in writing by that person to the person giving the notice, whichever is the earlier.”

Clause 8.3 Supply of Documents by Principal

Delete the following section:

“The Principal shall supply to the Contractor the number of copies stated in the Annexure, or if no number is stated, then 5 copies of the Drawings, Specification, Bill of Quantities (if any) and other documents required by the Contract to be supplied to the Contractor by the Principal.”

And replace with:

“The Principal shall supply to the Contractor the number of copies stated in the Annexure, or if no number is stated, then 1 electronic copy of the Drawings, Specification, Bill of Quantities (if any) and other documents required by the Contract to be supplied to the Contractor by the Principal.”

Clause 8.4 Supply of Documents by Contractor

Delete the following section:

“If the Contract requires the Contractor to supply documents, the Contractor shall supply the number of copies stated in the Annexure or, if no number is stated, 5 copies.”

And replace with:

“If the Contract requires the Contractor to supply documents, the Contractor shall supply the number of copies stated in the Annexure or, if no number is stated, 1 electronic copy.”

Clause 23 Superintendent

Delete this clause and replace with the following new Clause 23 and Clause 23.1:

Clause 23 Principal’s Representative

“The Principal shall ensure that at all times there is a Principal’s Representative and that in the exercise of all functions of the Principal’s Representative under the Contract, the Principal’s Representative —

- a) Acts honestly and fairly;
- b) Acts within the time prescribed under the Contract or where no time is prescribed, within a reasonable time; and
- c) Arrives at a reasonable measure or value of work, quantities, or time.

The Principal and the Contractor acknowledge and agree that the Principal's Representative acts at all times as the servant or agent of the Principal and is subject to the directions of the Principal."

Clause 23.1 Principal's Representative's Directions

"If, in pursuant to a provision of the Contract enabling the Principal's Representative to give directions, the Principal's Representative gives a direction, the Contractor shall comply with the direction.

In Clause 23 'direction' includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Except where the Contract otherwise provides, a direction may be given orally but the Principal's Representative shall as soon as practicable confirm it in writing.

If the Contractor in writing requests the Principal's Representative to confirm an oral direction, the Contractor shall not be bound to comply with the direction until the Principal's Representative confirms it in writing."

Clause 24 Superintendent's Representative

Delete this clause and replace with the following new Clause 24:

Clause 24 Principal's Representative's Delegate

"The Principal's Representative may from time to time appoint individuals to exercise any functions of the Principal's Representative under the Contract but not more than one Principal's Representative's Delegate shall be delegated the same function at the same time. The appointment of a Principal's Representative's Delegate shall not prevent the Principal's Representative from exercising any function.

The Principal's Representative shall forthwith notify the Contractor in writing of —

- a) The appointment and the name of any Principal's Representative's Delegate and the functions delegated to the Principal's Representative's Delegate; and
- b) The termination of the appointment of a Principal's Representative's Delegate.

If the Contractor makes a reasonable objection to the appointment of a Delegate, the Principal's Representative shall terminate the appointment."

Clause 35.5 Extension of Time for Practical Completion

In addition to this clause:

"But not including a delay, breach, act or omission by any of the Contractors, subcontractors, suppliers or employees."

Delete the following section:

"Notwithstanding that the Contractor is not entitled to an extension of time the Superintendent may at any time and from time to time before the issue of the Final Certificate by notice in writing to the Contractor extend the time for practical Completion for any reason."

And replace with:

"Notwithstanding that the Contractor is not entitled to, or has not claimed an extension of time, the Principal's Representative may, in its absolute discretion and without being under any obligation to do so, at any time and from time to time before the issue of the Final Certificate, by notice in writing to the Contractor, extend the time for Practical Completion for any reason."

Clause 35.8 Bonus for Early Practical Completion

Delete this Clause.

Clause 37 Defect Liability Period

Delete the following section:

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

And replace with:

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

Clause 40.1 Variations to the Work

In addition to this clause:

"Despite any provision of this Contract to the contrary, no variation shall invalidate or amount to a repudiation of this Contract.

For the avoidance of doubt, the Principal shall be entitled to have any omitted work carried out by other contractors."

Clause 42.1 Payment Claims, Certificates, Calculations and Time for Payment

Delete the following section:

"Within 14 days after receipt of a claim for payment, the Superintendent shall issue to the Principal and to the Contractor a payment certificate stating the amount of the payment which, in the opinion of the Superintendent, is to be made by the Principal to the Contractor or by the Contractor to the Principal."

And replace with:

"Within 10 business days after receipt of a claim for payment, the Principal's Representative shall issue to the Principal and to the Contractor a payment certificate stating the amount of the payment which, in the opinion of the Principal's Representative, is to be made by the Principal to the Contractor or by the Contractor to the Principal."

Delete the following section:

"Subject to the provisions of the Contract, within 28 days after receipt by the Superintendent of a claim for payment or within 14 days of issue by the Superintendent of the Superintendent's payment certificate, whichever is the earlier, the Principal shall pay to the Contractor or the Contractor shall pay to the Principal, as the case may be, an amount not less than the amount shown in the Certificate as due to the Contractor or to the Principal as the case may be, or if no payment certificate has been issued, the Principal shall pay the amount of the Contractor's claim."

And replace with:

"Subject to the provisions of the Contract, within 15 business days after receipt by the Principal's Representative of a claim for payment, the Principal shall pay to the Contractor or the Contractor shall pay to the Principal, as the case may be, an amount not less than the amount shown in the Certificate as due to the Contractor or to the Principal as the case may be, or if no payment certificate has been issued, the Principal shall pay the amount of the Contractor's claim."

In addition to this Clause:

"For the avoidance of doubt, under the Contract and Security of Payments Act, the Contractor shall be entitled to make a Payment Claim for each reference date created under the contract. A reference date accrues on the last day of the month in which the construction work was first carried out and the last day of each later month, until the issue of the Certificate of Practical Completion. Upon the issue of the Certificate of Practical Completion two (2) additional reference dates will accrue, being:

- 1 The date of the Certificate of Practical Completion (Progress Claim); and
- 2 The date 14 days after the date of expiration of the Defect Liability Period (Final Claim)."

Clause 42.8 Final Certificate

Delete the following section:

“Within 14 days after receipt of the Contractor’s Final Payment Claim or, where the Contractor fails to lodge such claim, the expiration of the period specified in Clause 42.7 for the lodgement of the Final Payment Claim by the Contractor, the Superintendent shall issue to the Contractor and to the Principal a final payment certificate endorsed ‘Final Certificate’.”

And replace with:

“Within 10 business days after receipt of the Contractor’s Final Payment Claim or, where the Contractor fails to lodge such claim, the expiration of the period specified in Clause 42.7 for the lodgement of the Final Payment Claim by the Contractor, the Principal’s Representative shall issue to the Contractor and to the Principal a final payment certificate endorsed ‘Final Certificate’.”

Delete the following section:

“Within 14 days after the issue of a Final Certificate which certifies a balance owing by the Principal to the Contractor, the Principal shall release to the Contractor any retention moneys or security then held by the Principal.”

And replace with:

“Within 15 business days after the issue of a Final Certificate which certifies a balance owing by the Principal to the Contractor, the Principal shall release to the Contractor any retention moneys or security then held by the Principal.”

Clause 42.12 Security of Payment Act

- c) The Contractor must ensure that a copy of any written communication it delivers or arranges to deliver to the Principal of whatever nature in relation to the Security of Payment Act, including a payment claim under the Security of Payment Act, is provided to the Principal’s Representative at the same time.
- d) In responding to the Contractor under the Security of Payment Act, the Principal’s Representative also acts as the agent of the Principal.
- e) If, within the time allowed by the Security of Payment Act for the service of a payment schedule by the Principal, the Principal does not:
 - i. Serve the payment schedule itself; or
 - ii. Notify the Contractor that the Principal’s Representative does not have authority from the Principal to issue the payment schedule on its behalf, then a payment schedule issued by the Principal’s Representative under the Contract which relates to the period relevant to the payment schedule will be taken to be the payment schedule for the purpose of the Security of Payment Act (whether or not it is expressly stated to be a payment schedule).
- f) Without limiting paragraph (c), the Principal authorises the Principal’s Representative to issue payment schedules on its behalf (without affecting the Principal’s right to issue a payment schedule itself).
- g) For the purposes of the Contract, the amount of the progress payment to which the Contractor is entitled under the Contract will be the amount certified by the Principal’s Representative in a payment certificate under Clause 42.1 less any amount the Principal may elect to retain, deduct, withhold or set off in accordance with the Contract.
- h) The Contractor agrees that:
 - i. The date described by Clause 42.1 as the date on which the Contractor is entitled to make a progress claim is, for the purposes of the Security of Payment Act, the reference date; and
 - ii. A progress claim is not a document notifying an obligation on the Principal to make any payment and the Principal will have no liability to make a payment of any amount in respect of a claim for payment unless the amount has been included in a payment certificate issued by the Principal’s Representative in accordance with Clause 42.1.
 - iii. Any progress claim made, including a final claim, shall be accompanied with a supporting statement.

Clause 43 Payment of Workers and Subcontractors

Delete the following section:

“(b) Not earlier than 14 days after the Contractor has made each claim for payment under Clause 42.1, and before the Principal makes that payment to the Contractor, the Contractor shall give to the Superintendent a statutory declaration by the Contractor or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts declared, that all subcontractors have been paid all moneys due and payable to them in respect of work under the Contract.”

And replace with:

“(b) Not earlier than 10 business days after the Contractor has made each claim for payment under Clause 42.1, and before the Principal makes that payment to the Contractor, the Contractor shall give to the Principal’s Representative a statutory declaration by the Contractor or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts declared, that all subcontractors have been paid all moneys due and payable to them in respect of work under the Contract.”

Clause 46.2 Time for Disputing Superintendent’s Direction

Delete this clause and replace with the following new Clause 46.2:

Clause 46.2 Time for Disputing Principal’s Representative’s Direction

“If the Principal’s Representative has given a direction (other than a decision under Clause 47.2) pursuant to the Contract, the directional shall not be disputed unless a notice of dispute in accordance with Clause 47.1 is given by one party to the other party within 56 days after the date of service on that party of the notice.”

Clause 47.1 Notice of Dispute

Delete the following section:

“If a dispute between the Contractor and the Principal arises out of or in connection with the Contract, including a dispute concerning a direction given by the Superintendent, then either party shall deliver by hand or send by certified mail to the other party and to the Superintendent, a notice of dispute in writing adequately identifying and providing details of the dispute.”

And replace with:

“If a dispute between the Contractor and the Principal arises out of or in connection with the Contract, including a dispute concerning a direction given by the Principal’s Representative subject to Clause 46.2, then either party shall deliver by hand or send by certified mail to the other party and to the Principal’s Representative, a notice of dispute in writing adequately identifying and providing details of the dispute.”

Clause 47.2 Further Steps Required Before Proceeding

Alternative 2

In addition to this clause (*immediately before line 50*):

“Within 14 days of service of the Notice of Dispute, a senior executive of each of the parties must meet and undertake genuine and good faith negotiations with a view to resolving the dispute. The senior executives must have the authority to agree to a resolution of the dispute. Unless the parties agree otherwise, the meeting will be held at a place nominated by the Principal.”

Clause 49 Counterparts

This Contract may be executed in counterparts and each counterpart together constitutes an executed Contract.

Clause 50 Non-Disparagement

The Contractor must not, and ensure that its officers, employees, subcontractors or agents must not:

- a) Publicly disparage, denigrate, discredit or criticise the Principal or otherwise take any action which could reasonably be expected to adversely affect the reputation of the Principal or any of its officers, employees, contractors or agents in connection with this Contract; or
- a) Use any form of publicity (including newspapers, radio, television or any form of social media) to disparage, denigrate, discredit or criticise the Principal, in connection with any dispute or disagreement that the Contractor or its officers, employees, subcontractors or agents has or may have with the Principal in connection to this Contract.

Clause 51 Goods and Services Tax

- a) Imposition
If GST is imposed on any supply made under or in connection with this Contract:
 - i. The recipient of that supply must pay the amount of that GST to the supplier in addition to the amount of the relevant supply, at the same time the recipient is required to make payment for the relevant supply under this Contract; and
 - ii. The supplier must, if necessary, deliver to the recipient a tax invoice for the supply in a form which complies with the GST Law.
- b) GST Exclusive
All amounts specified for payment in this Contract for any supply are GST exclusive.
- c) In this Contract the following words have the following meaning:
 - i. 'GST' means:
 - i. Goods and services tax as provided for by the GST Law; and
 - ii. Any other consumption tax,but does not include any penalties or interest payable in relation to them, which must be paid by the party whose default has given rise to the penalty or interest.
 - ii. 'GST Act' mean the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - iii. 'GST Law' means:
 - i. The GST Act and any associated legislation including delegated legislation; and
 - ii. Any other consumption tax legislation.

Clause 52 Privacy

Clause 52.1 Compliance with the Information Privacy Act 2009

This clause applies if the Contractor collects or has access to Personal Information in order to perform its obligations under the Contract.

When performing the Contract, the Contractor is bound by Chapter 2 of the *Information Privacy Act 2009* and the Information Privacy Principles which are applicable to the Principal, as if the Contractor were the Principal.

The Contractor must immediately notify the Principal upon becoming aware of:

- a) Any breach of this clause; or
- b) Any unauthorised access, use, modification, disclosure or other misuse of any Personal Information collected or accessed in connection with the Contract.

Nothing in this clause is intended to limit any obligation of the Contractor under the Information Privacy Act, that the Contractor may have as an organisation with respect to Personal Information.

The Contractor agrees to comply with the Information Privacy Act 2009:

- a) By which it is bound; and
- b) By which the Principal is bound (regardless of whether or not the Contractor is otherwise obligated to comply with any Privacy Law).

Clause 52.2 Survival

The obligations in this Clause 54 survive the expiry or termination of this Contract.

Released under Right to Information Act 2009

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: (clause 1)	Queensland
Payment under the Contract shall be made at: (clause 1)	Bundaberg
The Principal: (clause 2)	Bundaberg Regional Council ABN: 72 427 835 198
The address of the Principal:	190 Bourbong Street PO Box 3130 Bundaberg QLD 4670
The Principal's Representative: (clause 2)	Project Manager, Major Projects
The address of the Principal's Representative:	PO Box 3130 Bundaberg QLD 4670
Performance and Payment – the subclause applying: (clause 3.1)	Subclause (a) – lump sum
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (clause 3.3(b))	Not applicable
Bill of Quantities – the alternative applying: (clause 4.1)	Alternative 2
The time for lodgement of the priced copy of the Bill of Quantities: (clause 4.2)	Not applicable
Contractor shall provide security in the amount of: (clause 5.2)	5% of the contract value (excluding GST) in the form of two bank guarantees at 2.5% each
The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (clause 5.5)	5 days
The percentage to which the entitlement to security and retention moneys is reduced: (clause 5.7)	50% - in the form of one bank guarantee to the value of 2.5% of the contract value (excluding GST)
Interest on retention moneys and security – the alternative applying: (clause 5.9)	Alternative 2

The number of copies to be supplied by the Principal: (clause 8.3)	1 electronic copy
The number of copies to be supplied by the Contractor: (clause 8.4)	1 electronic copy
The time within which the Principal's Representative must give a direction as to the suitability and return the Contractor's copies: (clause 8.4)	14 days
Work which cannot be subcontracted without approval: (clause 9.2)	All works
The percentage for profit and attendance: (clause 11(b))	10%
The amount or percentage for profit and attendance: (clause 11(c))	Not applicable
Insurance of the Works – the alternative applying: (clause 18)	Alternative 1
The assessment for insurance purposes of the costs of demolition and removal of debris: (clause 18(ii))	Nil
The assessment for insurance purposes of consultant's fees: (clause 18(iii))	Nil
The value of materials to be supplied by the Principal: (clause 18(iv))	Nil
The additional amount or percentage: (clause 18(v))	Nil
Public Liability Insurance – the alternative applying: (clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (clause 19)	\$20,000,000
The time for giving possession of the Site: (clause 27.1)	14 days from the date which the Principal's Representative deems the Contract Plan suitable
The date for Practical Completion: (clause 35.2)	As per the Contractor's construction program submitted at the time of tender
Liquidated Damages per day: (clause 35.6)	\$500 per day [costs to Principal for on-going internal project management and Principal's Representative resources]
Limit of Liquidated Damages: (clause 35.7)	No limit

Released under Right to Information Act 2009

Bonus per day for early Practical Completion: (clause 35.8)	Not applicable
Limit of bonus: (clause 35.8)	Not applicable
Extra costs for Delay or Disruption: (clause36)	Nil
The Defects Liability Period: (clause 37)	3 months
The charge for overheads, administrative costs, site supervision, establishment costs, attendance and profit for Daywork: (clause 41(f))	10%
Times for payment claims: (clause 42.1)	Monthly, from each reference date, or as otherwise agreed in writing with the Principal's Representative
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not on Site: (clause 42.1(ii))	Nil
Retention Moneys on: (clause 42.3)	In the event of non-lodgement of Security, the Principal may deduct 10% of the value of work included in a Payment Certificate until the aggregate amount withheld equals 5% of the Contract Value.
Unfixed Plant or Materials – the alternative applying: (clause 42.4)	Alternative 1
The rate of interest on overdue payments: (clause 42.9)	10%
The delay in giving possession of the Site which shall be a substantial breach: (clause 44.7)	28 calendar days
The alternative required in proceeding with dispute resolution: (clause 47.2)	Alternative 2
The person to nominate an arbitrator: (clause 47.3)	Chairman of the Institute of Engineers, Australia Queensland Division



Contract No. TEN/1753

ANZAC Park Redevelopment
Demolition Works

Supplementary Conditions of Contract

Version: 1.0
Date: 23 July 2022

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1 PRELIMINARIES

1.1 Applicable Standards

All materials and workmanship incorporated into the Works shall comply with the requirements of the following, where applicable:

- The relevant Australian Standards and Codes
- Work Health and Safety Act 2011 and Regulations

Any specific Contract requirements identified in these Supplementary Conditions shall take precedence over the requirements set out in the Standard Specifications.

1.2 Site Information

1.2.1 General

- a) Any Site Information provided:
 - i. Relates only to the specific locations examined, measured or testing as shown in that Site Information; and
 - ii. May not be representative of conditions in other parts of the Site, and the Tenderer acknowledges and agrees that the sub-surface conditions may vary between test locations, at depths below which examinations, measurements and testing have been carried out and also with time and climactic conditions.
- b) It is the Tenderer's responsibility to interpret and assess the relevance of any Site Information to decide whether additional examinations, measurements and testing need to be carried out and to arrange and pay for any such further examinations, measurements and testing.
- c) The Tenderer is deemed to have inspected the site and made allowance for Site Conditions within their Offer.
- d) The Principal does not warrant or make any representation with respect to:
 - i. The completeness, accuracy or content of any Site Information provided to the Tenderer by or on behalf of the Principal; or
 - ii. Any interpretations, deductions, opinions or conclusions set out in any such Site Information.
- e) The Tenderer, by lodging an Offer, warrants that it has done all of the things in *Clause 12 of the General Conditions of Contract (GCoC)* as to the conditions relating to the Site and to have allowed for such conditions in its Offer Price.
- f) The Tenderer, by lodging an offer, warrants to the Principal by way of risk assessment that the Tenderer will disclose where in the Offer, the Tenderer has made allowance for Site Conditions and details of that allowance.

1.3 Existing Services

1.3.1 Locating and recording of data

The Contractor must identify and verify the exact location, maintain, protect and/or relocate all Utility Services when completing the Project Activities, which may affect or be affected by the Works under Contract (WUC):

- a) The Contractor must utilise methods set out in AS5488 in the locating and recording of all such Utility Services. These records must be forwarded to the Principal's Representative.
- b) Any details of Utility Services shown on drawings supplied by the Principal or the Principal's Representative or other third parties must not be taken as indicating all existing Utility Services or their exact locations.
- c) Irrespective of any information on drawings supplied by the Principal or the Principal's Representative or any other third party, the Contractor must verify and record the exact location of all Utility Services that exist on each part of the Site and which may be affected by the Project Activities.

1.3.2 Dial Before You Dig

The Contractor must obtain "Dial Before You Dig" (DBYD) information prior to any excavation and physically confirm the existence and depth of any Utility Service in the presence of the relevant Authority or owner where required by the relevant Authority or owner.

If additional services are identified, or if services are identified not in the locations shown on the DBYD Documentation and/or the Project Drawings, then the Contractor shall give notice of this to the Principal's Representative at least 3 working days prior to the commencement of any construction activity that may affect those service(s).

1.3.3 Protection and maintenance of Utility Services

The Contractor shall co-ordinate with owners of services affected by construction activities.

The Contractor must take all actions and provide all things necessary to protect and maintain existing Utility Services to the satisfaction of the relevant Authority or owner.

This may include arranging or performing relocation, temporary diversion or support of the service, to the satisfaction and approval of the relevant Authority or owner.

1.3.4 Repair of Utility Services

If a Utility Service is damaged during construction, the Contractor must immediately arrange for, or perform, repair of the damaged Utility Service to the satisfaction of the relevant Authority or owner at the Contractor's cost.

If it is found to be necessary to alter the location or level of any existing services to conform to the Works, the Contractor shall notify the Principal's Representative immediately.

The Contractor must obtain from the relevant Authority or owner, a certificate stating that the repair has been carried out to their satisfaction.

If the damaged Utility Service is not under the control of an Authority, and the owner cannot be located within a reasonable time, the Contractor must report the damage to the Principal's Representative and arrange or perform the repair to a standard approved by the Principal's Representative. The Contractor must not backfill, cover up or make inaccessible the repair prior to inspection by the Principal's Representative.

1.4 Contractor's Staff

The Contractor shall employ on the Site at least the positions and numbers of personnel as nominated and/or negotiated in the development of the Contract. The personnel nominated by the Contractor to fill the required positions shall have at least the qualifications and experience nominated and/or negotiated and shall be able to read, write and converse fluently in the English language.

Any vacancy of key personnel shall be promptly filled by the Contractor with a person who shall possess at least equal experience, qualifications and ability as the person replaced. Failure by the Contractor to provide suitable personnel will be a substantial breach of Contract for the purposes of the operation of *Clause 44.2 of the GCoC*.

1.5 Working Hours

Working hours for construction activities are only permitted between 6.30am and 6.00pm, Monday to Friday, unless otherwise approved by the Principal's Representative. Site Prestart activities will be permitted from 6.00am on the basis of minimal noise disturbances.

1.6 Construction Areas

The Contractor shall limit its operations to legally accessible work areas within the fenced area of the facility.

1.7 Land Use Agreements

Any additional costs associated with obtaining and effecting the works under the LUA, including rehabilitation shall be borne by the Contractor.

The Contractor shall forward a copy of any LUA's to the Principal's Representative for information only.

Additionally, any LUA that involves dumping of materials on private land must have prior approval from the Principal's Representative.

1.8 Site Access Routes

The Contractor shall utilise access routes to the construction areas on legal access paths and/or as negotiated with adjacent land owners through separate LUA's.

The Contractor shall be responsible for the maintenance and upkeep of the temporary access easements from the date of which possession of site is granted until the Date of Practical Completion.

No additional areas shall be disturbed without prior approval being granted by the Principal's Representative.

1.9 Site Facilities and Temporary Services

1.9.1 Site Security

The Contractor shall be responsible for the security of the Site and Construction Area. The Contractor and all sub-contractors shall comply with all security requirements of the owners / operators of the areas and facilities within which the WUC will be conducted.

1.9.1.1 Fencing

The Contractor shall be responsible for the provision, installation and maintenance of suitable security fencing around the perimeters of the working areas for the duration of the WUC.

1.9.2 Contractor's office and ablutions

The Contractor must provide its own office accommodation, welfare and ablution facilities at the Site. Welfare and ablution facilities shall be of appropriate size and suitability for the workforce.

1.9.3 Water Supply

The Contractor shall make arrangements for supply of any water required for construction activities. These arrangements shall allow for all regulatory, permit requirements and costs associated with procurement and water usage charges.

1.9.4 Power Supply

The Contractor shall make its own arrangements with Ergon Energy or otherwise for the provision of and use of power for construction, testing and commissioning purposes at the Site. The Contractor shall maintain and allow for any costs associated with temporary power and distribution facilities required for the WUC and shall comply with the requirements of AS/NZS3000.

The Contractor must not access power for construction or testing and commissioning purposes from Council facilities without prior authorisation from the Principal's Representative.

The use of generators on site shall be subject to noise abatement compliance in accordance with the Contractors' EMP-C and local laws.

1.9.5 Sewage

Disposal of sewage shall be in accordance with the Contractor's Environmental Management Plan – Construction (EMP-C), off-site. No sewage shall be disposed of on-site.

1.10 Dilapidation Report and Photographic Records

The Contractor must keep a progressive colour photographic record of the Project Activities, at least at monthly intervals and more frequently for major changes.

Prior to the commencement of the Activities, the Contractor shall undertake an inspection of the Site, and all structures and features which might be affected by the Works and prepare a detailed dilapidation survey report for submission to the Principal's Representative including a detailed initial photographic record of the Site to record the pre-construction condition in accordance with the clause 1.11.1 below.

1.10.1 Initial photographic record

Prior to commencement of the Activities, the Contractor must prepare a detailed initial photographic record of all areas of the Site and surrounds that will potentially be affected by the Activities including, but not limited to, existing adjoining infrastructure, stockpile areas, storage areas and access tracks.

The initial photographic record must include detailed records of:

- a) Existing buildings, structures, roads, pavements, reserves, kerb and channel, fences, trees/plants, drains and pits and the like; and
- b) Any existing damage or faults relating to existing structures and infrastructure on the Site or in the vicinity of the Project Activities.

The existing structures and features must be photographed in the presence of the Principal's Representative or Inspector.

The initial photographic record may be used in the resolution of any disputes between the Contractor and the Principal or any other property or asset owner in the event of a claim for damage caused by the Project Activities. Accordingly, the initial photographic record must be comprehensive in its coverage of areas potentially affected by construction activities.

The Contractor must complete and submit the initial photographic record to the Principal's Representative in the format specified in clause 1.11.3 no less than two (2) weeks prior to commencing work on-site.

1.10.2 Final photographic record

The Contractor must prepare a final photographic record showing all completed Works on the Site.

The final photographic record must be submitted to the Principal's Representative as a condition precedent to Practical Completion.

1.10.3 Format

Photographic records must be presented electronically on USB or by digital file transfer, as approved by the Principal's Representative.

Each photograph must display the date the photograph was taken.

Photographs must be grouped as electronic files representing each section of the Works. Each Work Area must be indexed such that particular properties and/or locations can be examined. Each Work Area must carry notation indicating any existing damage or faults, particularly where they are not obviously visible in the photographs.

2 CONTRACT PLAN

Within 14 days of the Letter of Acceptance being issued, or as otherwise negotiated with the Principal, the Contractor shall prepare and submit its Contract Plan (i.e. for the General Management of Construction & Management of the Contract) to the Principal's Representative for a direction as to its suitability in accordance with *Clause 8.4 of the GCoC*.

The Contract Plan shall be reviewed, maintained and updated during the Contract and shall document the systems, procedures and plans required to be implemented under the Contract.

As a minimum, the Contract Plan shall include:

- a) The Construction Program;
- b) The Quality Plan;
- c) The Environmental Management Plan – Construction;
- d) The Safety Plan; and
- e) The Traffic Management Plan.

These documents shall comply with the relevant Contract requirements and the interconnections between the Plans shall be documented.

Failure by the Contractor to provide a suitable component of the Contract Plan (as outlined above), will be a substantial breach of Contract for the purposes of the operation of *Clause 44.2 of the GCoC*.

If the Contractor fails to comply strictly with the provisions of the Contract Plan, the Principal may suspend payments under *Clause 42 of the GCoC* until the Contractor does comply.

Nothing contained within the Contract Plan shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract.

3 INTERIM PLANS

Where the Contractor proposes to commence Works before the Principal's Representative has given a direction under the provision of *Clause 8.4 of the GCoC* that a Contract Plan is suitable, the Contractor

shall submit to the Principal's Representative an interim copy of the management plans outlined in Clause 2 above. These Plans shall be submitted 7 days before the Contractor commences Works on the Site. They shall be compiled in accordance with the requirements set out in this Supplementary Conditions of Contract or applicable Standards as appropriate and contain sufficient particulars to demonstrate the Contractor's commitment to its obligations and management of the quality, environment, safety and traffic issues for the first month of the Contract Period.

4 CONTRACT DOCUMENTS

The several documents forming the Contract are to be taken as mutually explanatory of one another.

The following order of precedence shall be used in order to resolve any conflict, ambiguity or discrepancy between documents:

- a) Formal Instrument of Agreement
- b) Letter of Acceptance
- c) Post Offer Negotiations and Submissions (if any) included or referenced in the Schedules to the Formal Instrument of Agreement
- d) Notices to Tenderers (if any) including or referenced in the Schedules to the Formal Instrument of Agreement
- e) Supplementary Conditions of Contract
- f) General Conditions of Contract
- g) Conditions of Offer
- h) Completed Offer Submission and Schedules
- i) Other Contract Documents (if any) included or referenced in the Schedules to the Formal Instrument of Agreement

If either party discovers any ambiguity or discrepancy in any document prepared for the purpose of executing the WUC, that party shall notify the Principal's Representative in writing of the ambiguity or discrepancy. In the event of an ambiguity or discrepancy being discovered and brought to the attention of the Principal's Representative, or discovered by the Principal's Representative, the Principal's Representative shall direct the Contractor as to the interpretation to be followed by the Contractor in carrying out the Work.

If the direction does not align with the order of Precedence above and causes the Contractor to incur more or less costs than the Contractor could reasonably have anticipated at the time of submitting an Offer, the difference shall be valued under *Clause 40.5 of the GCoC*.

5 CONSTRUCTION PROGRAM

5.1 General

The Contractor shall, unless a lesser standard or format of the Construction Program is agreed in writing with the Principal's Representative:

- a) Prepare an initial Construction Program in accordance with the requirements as set out in *Clauses 33.2(a) and 33.2(b) of the GCoC*; and
- b) Maintain, update and report progressively on the Construction Program.

The Construction Program submitted as part of the Tenderer's Offer Submission is considered to be the initial Baseline Program and shall align with the Date of Practical Completion nominated on the Contractor's Offer Form.

5.2 Program Format

The initial and subsequent Construction Program shall comprise the following:

- a) A Gantt Chart produced and supplied electronically in Microsoft Office Project format (Council preferred), or other program as approved by the Principal's Representative, with sufficient activities to describe the individual tasks with evidence of the following:
 - i. Critical Path Analysis
 - ii. Significant milestones up to Practical Completion

- iii. All planned working and non-working days
- iv. All inspections by the Principal's Representative
- v. All activities required to ensure that no hazard, annoyance or damage is caused to traffic or adjoining properties

5.3 Program Revision

Should the Contractor fall behind the Program at any time, it shall, within 2 business days of a written request, submit to the Principal's Representative a revised Program showing details of the steps it proposes to take to ensure the completion date for the Works will be met. If any Extension of Time is approved, the Program will again be revised on the order of the Principal's Representative and resubmitted within 7 days. The Program or revised Program shall be used for the whole of the Contract duration and shall not be changed except with the approval of the Principal's Representative.

Where the Contractor fails or neglects to submit an amended/updated Construction Program, the Principal may withhold Payment until such Construction Program is received and approved by the Principal's Representative.

The Current Program shall be the most recent Construction Program approved by the Principal's Representative.

6 QUALITY MANAGEMENT

6.1 Quality System Documentation

The Contractor shall submit to the Principal's Representative a copy of the Quality Plan within 14 days of the Letter of Acceptance being issued.

The Contractor shall also provide the Principal's Representative with access to inspect Corporate Quality Procedures applicable to this Contract.

The Quality Plan shall cover all quality system elements required by the appropriate Quality Systems Standard as specified, that are applicable to this Contract. The WUC must follow and comply with the requirements of the Quality Plan and relevant specifications.

The Contractor shall submit monthly reports to the Principal's Representative detailing the implementation of the Quality Plan and in particular any works non-compliant with the relevant specifications and Project Drawings and the subsequent rectification measures undertaken by the Contractor.

The Quality Plan is to include a strategy identifying how Project warranties will be managed and administered.

6.2 Quality Records

The Contractor's Quality System shall include sufficient quality records to provide objective evidence that the requirements of the Contract are met. This shall include sub-contractors and suppliers records relevant to this Contract.

The Contractor shall, when requested by the Principal's Representative, provide access to all quality records relevant to the Contractor's Quality System under this Contract.

6.3 Inspection and Test Plans

At least 7 days prior to commencement of the relevant activity, the Contractor must submit the ITPs for approval to the Principal's Representative. The ITPs shall contain, as a minimum, the following information for each significant activity identified in the relevant process:

- a) Description of activity;
- b) Specification requirements/reference;
- c) Person responsible for activity (title);
- d) Hold Points and Witness Points;
- e) Activity checklists;
- f) Inspection and test type;
- g) Tolerances or other acceptance criteria;

- h) Identification of relevant procedure and quality records;
- i) Test/inspection frequency; and
- j) Work Item or Work Lot identification.

The Principal's Representative may request the Contractor to submit additional ITPs to those provided in the Quality Plan, insert additional Hold Points or Witness Points and must make provision for the Contractor and the Principal's Representative to sign off at these points.

6.4 Compliance Inspections and Testing

The Contractor shall be responsible for all control and compliance testing of all materials to ensure that the Works conform to the requirements of the Contract Documentation.

All compliance inspections and tests shall be based on Work Lots or Work Items unless otherwise specified in the Contract Documentation.

The Contractor shall demonstrate that it has a system whereby the supply of materials can be traced back to their respective conformance supply lots.

All compliance testing shall be carried out by a NATA registered laboratory certified for the tests specified in this Contract.

The Contractor shall advise the Principal's Representative of the Work Lot or Work Item number and the location within the lot or item, prior to any testing of the lot or item.

The Contractor shall keep full and detailed records from the inspection and testing activities listed in the Contract Documentation and in compliance with the ITPs approved by the Principal's Representative.

All costs associated with ensuring that any subcontracted works/procured supplies are subject to the Contractor's Quality Plan, such that when incorporated into the works, the subcontracted works/procured supplies comply with the requirements of the Contract.

All costs associated with the provision of test results/conformance documentation for all Works (including subcontracted works/procured supplies) to the Principal's Representative for review in accordance with the timeframes specified in the Contract.

6.5 Testing

Testing shall be in accordance with:

- a) The requirements outlined in the Technical Specifications
- b) The latest revision of the relevant Australian Standards
- c) The requirements of the Contractor's Quality Plan

6.6 Evidence of Conformance of Work

Further to *Clause 42.1 of the GCoC*, the Contractor shall apply the following procedure when submitting evidence of conformance of Work to the Principal's Representative.

- a) The Works shall be completed in accordance with the provisions of the Contract in respect to quantity, quality and any other relevant requirements;
- b) The Works shall be inspected and tested in accordance with the requirements of the Contract;
- c) Inspection and test results shall be analysed to demonstrate compliance with the Contract; and
- d) A conformance report shall be presented to the Principal's Representative.

The Contractor shall submit a conformance report to the Principal's Representative promptly on completion of the Work and prior to substantial progress on subsequent work. Conformance reports shall include a verification statement certifying that the relevant Work Lots or Work Items have been inspected and/or tested in accordance with the Contractor's approved ITPs and that they comply with the specified requirements within the Contract.

In any statement of an amount for payment in a Payment Certificate issued, the Principal's Representative shall not be obliged to include in any such certificate and the Principal shall not be obliged to pay for, any work for which evidence of conformance has not been submitted as set out in the Contract.

Certification and payment shall not be unreasonably withheld where the relevant evidence of conformance has not been submitted due only to the normal delays in processing, testing, analysis and reporting. In this

instance, the Principal's Representative may certify any such works as "guaranteed" until such evidence of conformance is submitted by the Contractor.

The Contractor shall ensure that subcontracted works and procured supplies are subject to quality assurance standards which comply with the Contract Documents such that, when incorporated into the Works, the subcontracted works and procured supplies comply with the requirements of this Contract.

If requested by the Principal's Representative, the Contractor shall provide evidence of appropriate quality assurance for subcontracted work or procured items incorporated into the WUC. This shall include verification by the Contractor.

6.7 Non-conformance

For every non-conformance which occurs, the Contractor shall promptly initiate the non-conformance and corrective action procedures defined in the Contractor's Quality Plan.

The Contractor shall notify the Principal's Representative of each non-conformance within 1 working day of its detection where:

- a) There is potential for progress of the Work to be seriously affected;
- b) The proposed action to correct the non-conformance will result in work not complying with the requirements of the Contract;
- c) The Contractor has failed to comply with the time requirements of the Contract;
- d) The non-conformance may cause a health and safety hazard;
- e) The non-conformance has resulted from a deficiency in the Drawings or Specification;
- f) Client supplied product is involved;
- g) The Principal's Representative has directed that specific types of non-conformances be notified;
- h) Material or serious environmental harm has occurred;
- i) Items of cultural heritage significance are discovered; or
- j) Contaminated land or contaminated materials delivered to the Site are identified.

Each such notification by the Contractor shall include details of the action proposed for correction of the non-conformance or the arrangements made for its disposition and the amendments to its quality system and management to mitigate recurrence of the non-conformance.

The Contractor shall not proceed to cover up or otherwise incorporate the non-conforming work or materials before the Principal's Representative has approved for the proposed action in writing.

If the Principal's Representative observes a non-conformance and the Contractor, when informed of such, does not take appropriate action, the Principal's Representative will issue a corrective action request. Within 1 working day of receipt of the corrective action request, the Contractor shall issue a Non-conformance Report.

Where the proposed action to correct the non-conformance will result in work not complying with the requirements of the Contract, the identification of a non-conformance and the subsequent issue of a non-conformance report and/or corrective action request shall constitute a Hold Point.

7 PRACTICAL COMPLETION DELIVERABLES

7.1 Requirement

Further to Clause 42.5 of the GCoC, the Certificate of Practical Completion will not be issued until the Contractor has forwarded a complete electronic version of at least the following records to the Principal's Representative.

- a) The Work Lot or Work Item Register for the Contract.
- b) All Conformance and Non-conformance Reports.
- c) All Inspection and Test Plans (ITPs) and associated Checklists.
- d) All test results, analysis, reports, measurements and observations.

8 ENVIRONMENTAL MANAGEMENT

8.1 General

Within 14 days from the Letter of Acceptance being issued, the Contractor shall prepare and submit its EMP-C to the Principal's Representative for a direction as to its suitability, in accordance with *Clause 8.4 of the GCoC*.

The Contractor shall implement and maintain the EMP-C while carrying out the WUC.

8.2 Contents of the Environmental Management Plan – Construction

The EMP-C shall:

- a) Be a practical and achievable plan;
- b) Detail all known possible environmental issues and likely impacts and address the required preventative actions;
- c) Include all control measures which the Contractor will undertake and any issues which the Contractor will address during the construction process (including any required pre or post construction activity);
- d) Detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and a reporting process;
- e) Provide a trigger for undertaking an action and where possible, timing of each action;
- f) Detail procedures for the monitoring of the EMP-C by the Contractor;
- g) Detail a system for registration and action of environmental incidents and complaints; and
- h) Comply with all the relevant legislation.

The Contractor shall be solely responsible for the full and complete implementation of the EMP-C. The Contractor shall pay all penalties, costs and expenses which may be incurred in respect of offences committed or alleged to be committed under the provision of the Environmental Protection Legislation. The EMP-C shall comply fully with guidelines produced by the Environmental Protection Agency and shall include at least the following issues:

- a) Hours of work
- b) Access and site restrictions
- c) Noise and vibration
- d) Air quality
- e) Dust
- f) Odour
- g) Acid sulfate soils
- h) Cultural heritage
- i) Management of adjacent fauna
- j) Tree Protection Zone management
- k) Storage of fuel and other hazardous goods
- l) Fuelling and maintenance of vehicles and equipment
- m) Disposal of waste (including fuel, oil, chemicals and sewage)
- n) Disposal of excess spoil
- o) Water quality and surface water runoff
- p) Management of Site Dewatering
- q) Sedimentation and erosion control
- r) Stockpile Management
- s) Re-vegetation and reinstatement of disturbed areas
- t) Management of weeds and pests
- u) Waste Management
- v) Handling and Reporting Environmental Incident

8.3 Noise and Vibration

The Contractor shall use such equipment and take such measures as are required to avoid the production of excessive noise and/or ground vibration. These measures shall include, but shall not be limited to:

- a) Adherence to working hours outlined in Section 1.5 of these Supplementary Conditions.

- b) All plant and machinery utilised will be fitted with noise suppression systems and will be maintained regularly.
- c) Undertake risk assessment in relation to vibration and make due allowance for any Condition Surveys required to be undertaken as a result of their risk assessment.
- d) Make available copies of any Condition Surveys to the Principal's Representative prior to works adjacent to the surveyed properties commencing.

The management of noise and vibration shall be in accordance with the EMP-C developed by the Contractor and reviewed by the Principal's Representative.

8.4 Road Cleanliness

The Contractor shall ensure that all steps are taken to prevent mud being carried onto public roads and shall otherwise comply with the Traffic Management Plan and EMP-C.

The Contractor shall be responsible for taking such measures as are required to avoid the generation of excessive dust either within the Site or along site access routes.

The management of dust shall be in accordance with the EMP-C developed by the Contractor and reviewed by the Principal's Representative.

8.5 Acid Sulfate Soil

The Contractor shall be responsible for the management of Acid Sulfate Soils (ASS) within the Worksite. The EMP-C shall outline the process for:

- a) Method of identification;
- b) Notification procedure;
- c) The sampling and analysis procedure;
- d) The nominated laboratory;
- e) Assessment and treatment of ASS and associated groundwater;
- f) Treatment procedure for soil (exposed in-situ material, stockpiles, spoil, etc.); and
- g) Treatment procedure for water (run-off, in-situ groundwater, dewatering, etc.).

8.6 Cultural Heritage

The Contractor shall be responsible for the management (including protection and preservation) of Indigenous and non-Indigenous cultural heritage artefacts, sites and values within the Worksite. The Contractor shall also ensure that activities within the Worksite do not impact on cultural heritage artefacts, sites and values adjacent to the Worksite.

The EMP-C shall outline the process for:

- a) Establishing whether items of cultural heritage significance have been recorded in the vicinity of the Works;
- b) Notifying both the Principal's Representative and relevant cultural heritage body of potential items of interest;
- c) Establishing and maintaining exclusion zones;
- d) Detail who is responsible for ensuring the control measures met;
- e) Carrying out Site Inductions for cultural heritage monitors; and
- f) Co-ordinating works with cultural heritage monitors.

8.7 Fauna

The Contractor shall take all due care not to harm adjacent fauna and shall outline within the EMP-C the proposed management techniques to be employed.

The EMP-C shall also include the contact details for the proposed emergency wildlife care, should they be required.

Any injury or death of fauna (native or introduced) shall be reported immediately to the Principal's Representative regardless of the cause being known or unknown.

8.8 Flora

Temporary Tree Protection Zones (TPZ) are to be installed before any machinery or materials are brought onto the Site and before the commencement of Works, including Demolition. TPZ's shall be established around (but not limited to) all trees within or immediately adjacent to the Works construction area. Refer to AS4970-2009 Protection of Trees on Development Sites for more information.

A Council approved Arborist shall attend the Prestart Meeting to confirm the TPZ extent, vehicle access points and paths of travel, site office and site storage areas.

Restricted activities within the TPZ include:

- a) Machine excavation including trenching;
- b) Excavation for silt fencing;
- c) Cultivation;
- d) Storage;
- e) Preparation of chemicals, including preparation of cement products;
- f) Parking of vehicles and plant;
- g) Refuelling;
- h) Dumping of waste;
- i) Wash down and cleaning of equipment;
- j) Placement of fill;
- k) Soil level changes;
- l) Temporary or permanent installation of utilities and signs; and
- m) Physical damage to trees.

When carrying out installation of underground services within the TPZ:

- All services should be routed outside of the TPZ. If underground services must be routed within the TPZ, they should be installed by directional drilling or in manually excavated trenches.
- The directional drilling bore should be at least 600mm deep. The nominated Arborist is to assess the likely impacts of boring and bore pits on retained trees.
- For manual excavation of trenches, the Arborist is to advise on roots to be retained and monitor the Works. Manual excavation may include the use of pneumatic and hydraulic tools.

8.9 Pest Management

The Contractor shall manage all declared pests (animals and plants) within the worksite by preventing their spread on and off site.

The Contractor's EMP-C shall contain a section outlining its proposed pest management strategy, which shall consider the following:

- a) Treating infestations prior to the disturbance of the natural surface;
- b) Conserving weed free topsoil for re-use in site rehabilitation;
- c) The provision of temporary vehicle and infrastructure wash-down facilities;
- d) Isolating and avoiding infested areas;
- e) Chemical control methods; and
- f) Burial or isolation of infested soil material.

Where plant and other vehicles have been operating in contaminated areas, they shall be cleaned prior to movement to non-contaminated areas or off-site.

Where temporary wash down facilities are proposed they shall be located greater than 200m from a watercourse, drainage line or environmentally sensitive area and shall be easily accessible and maintained.

The Contractor shall incorporate a visual assessment within its daily site documentation to assess the effectiveness of the pest management strategy.

8.10 Sediment and Erosion Control

During construction and prior to the establishment of a dense grass cover on all disturbed areas, the Contractor must control stormwater runoff from the Site to minimise the potential for erosion.

The Contractor's EMP shall contain a section outlining its proposed Erosion and Sediment Control (ESC) Plan, that is in accordance with the International Erosion Control Association (IECA) (Australasia) Best

Practice Erosion and Sediment Control Guidelines. The plan must include, but is not limited to, measures to ensure the external pavement surfaces are swept or washed regularly and maintained in a good condition, in addition to dust control measures which include minimising exposure of disturbed areas, staging of earthworks and setting wind speed limits for site operation.

The Contractor must implement and modify as necessary, the ESC Plan during the Works to maintain compliance with the IECA guidelines and until all exposed soil areas are permanent stabilised (e.g. turfed, hydro-mulched, concreted, landscaped). The ESC Plan as part of the EMP must be available on-site for inspection by the Principal.

9 WORKPLACE HEALTH AND SAFETY

9.1 General

Contractors shall comply with all relevant Federal, State and Local Laws, Rules and Regulations, as amended from time to time and any direction given by a competent authority arising from such laws, rules and regulations. This includes, but is not limited to, conformance with the following legislation:

- Work Health and Safety Act 2011 ('the Act')
- Work Health and Safety Regulation 2011 ('the Regulation')
- Electrical Safety Act 2002 and associated subordinate legislation

Without limiting the generality of the foregoing, the Contractor shall apply for and pay any fees for any permits required and shall only engage qualified staff in any restricted occupation.

Contractors and their agents and employees shall ensure that all WUC is performed in such a manner that no hazard or risk of injury or damage exists to members of the public or the Principal's employees or property.

Contractors shall obey any reasonable safety direction of the Principal or Principal's Representative or their Delegates and shall, where applicable, conform to the Bundaberg Regional Council's Safety Rules and Policies. No action by Principal or Principal's Representative, including the giving of any direct, shall relieve Contractors of any obligation under this Contract or Law.

Contractors shall fully comply with their statutory obligations to insure themselves and to keep themselves insured against all sums for which, in respect of any injury to a worker employed by him/her, he/she may become legally liable by way of:

- a) Compensation under the Workers' Compensation Act and subsequent amendments.
- b) Damage arising under circumstances creating also, independently of the Act, a legal liability in the employer to pay damages in respect of the injury.

Proof of such insurance must be made available to the Principal prior to commencement of the WUC.

Further to the specific requirements outlined above, the Contractor indemnifies the Principal against all liabilities which may be imposed under or which may arise out of enforcement of any section of the Act or Regulations.

9.2 Interpretation

For the purposes of Clause 9 of this Document, the words '*dangerous event*', '*Principal Contractor*', '*serious bodily injury*', '*work – caused illness*' and '*work injury*' have the meanings assigned to them by the Work Health and Safety Act 2011.

The Site shall be the '*workplace*' as defined in the Act.

The Project to be delivered by the Works under Contract is deemed to be a '*construction project*' for the purposes of the Act and the Regulation.

9.3 Documentation required as part of Offer Submission

The Contractor shall complete the Contractor's Acknowledgement of Bundaberg Regional Council's General Workplace Health and Safety Requirements (within the Returnable Schedules) as part of the Contractor's Offer Submission.

9.4 Appointment of Principal Contractor

Upon the Letter of Acceptance of Offer:

- a) The Principal is deemed to have appointed the Contractor to be the Principal Contractor in accordance with clause 293(2) of the Regulation;
- b) The Contractor is deemed to have accepted the appointment; and
- c) The Contractor, in respect of the Work to be executed under the Contract, must perform the additional duties of Principal Contractor as detailed in Part 6.4 of the Regulation and comply with the standards in force under the Act.

The Contractor's appointment as Principal Contractor shall continue until the Contractor completes all of the WUC unless sooner revoked by the Principal giving 21 days' notice in writing to the Contractor of its revocation or by the Principal taking over or terminating the Contract pursuant to any provision of the Contract or according to law.

9.5 Workplace Health and Safety Officer

The Contractor shall employ a Workplace Health and Safety Officer, who shall have a thorough understanding and possess the skills and knowledge of Workplace Health and Safety and the issues and obligations pertaining to the Works, in accordance with the provisions of the Act, notwithstanding that there may be less than 30 employees on the Site.

9.6 First Aid Officer

The Contractor shall have on site during the working hours a First Aid Officer who shall hold qualifications in accordance with the Advisory Standard for First Aid. The First Aid Officer shall have a comprehensive first aid kit with all necessary equipment and supplies relevant to the numbers of staff on-site at any given time.

9.7 Plant and Equipment

Where the Contractor supplies equipment, vehicles or tools in the course of performing the Work, it is the responsibility of the Contractor to ensure that all such equipment complies fully with all relevant statutory requirements, Codes of Practice and Australian Standards. The Contractor must also maintain all such equipment of the appropriate standard for the duration of the hire or contract period. Moreover, the Contractor shall ensure all operators are suitably trained and certified where necessary on the equipment.

9.8 Safety Plan

Within 14 days of the Letter of Acceptance being issued, the Contractor shall prepare and submit its Safety Plan to the Principal's Representative for a direction as to its suitability, in accordance with *Clause 8.4 of the GCoC*.

The Safety Plan shall be in accordance with the requirements of the Act and subordinate legislation and shall include, without limitation, the following components:

- a) Principal Contractor's administrative details (including ABN);
- b) Workplace Health and Safety Policy;
- c) Responsibilities and accountabilities;
- d) Notifications and registrations;
- e) Plant and equipment and their controls;
- f) Emergency planning;
- g) Consultative processes;
- h) Prescribed and restricted occupations;
- i) Hazardous substance and dangerous goods management;
- j) Hazard identification, risk evaluation, control and monitoring;
- k) Training (including process for induction);
- l) Sub-contractor controls;
- m) Accident reporting, recording, investigation and analysis;
- n) Site safety rules;
- o) Safe Work Method Statements (SWMS) for high risk activities;
- p) Safe housekeeping practices;

- q) Amenities;
- r) Public safety;
- s) Safety inspections and audits;
- t) The requirements of the 'Manual of Uniform Traffic Control Devices' (MUTCD) for working with traffic; and
- u) Contractor to install Council project signage (temporary corflutes) in conjunction with the relevant Traffic Guidance Scheme (TGS) and Principal Contractor signage on the Site.

The Contractor shall implement and maintain the Safety Plan while carrying out the WUC. A copy of any amendments to the Safety Plan shall be submitted to the Principal's Representative within 7 days after the date of such amendments.

If the Contractor fails to comply strictly with the provisions of Clause 9.8 of this Document, the Principal may suspend payments under *Clause 42 of the GCoC* until the Contractor does comply.

9.9 Reporting

Where the Contractor in its capacity as Principal Contractor under the Act is required to author any document, notice or report to Workplace Health and Safety Queensland under the Act, a copy of such document shall simultaneously be forwarded to the Principal's Representative.

The Contractor must notify the Principal's Representative of every work-cause illness or work injury and of every dangerous event and serious bodily injury which occurs on the site as soon as possible but not later than 12 hours after such occurrence.

9.10 Safety Audits

Bundaberg Regional Council encourages a culture of safe working environments and procedures.

The Principal's Representative may carry out audits on the Contractor's Safety Plan at any time. During the audit, the Contractor shall provide the Principal's Representative with all documents, access and assistance necessary for its completion. Auditing may take one or a combination of the following forms:

- a) A check on whether the Contractor is complying with the provisions of the Safety Plan; or
- b) A check on the Contractor's individual procedures and records.

If any non-conformance in the Contractor's Safety Plan is detected, the Contractor shall immediately rectify the non-conformance.

Accordingly, should unsafe conditions or procedures be observed by the Principal's Representative and notwithstanding the rights and privileges of the General Conditions of Contract, the Principal's Representative/Principal, reserves the right to enter into mediation pertaining to the unsafe conditions or procedures. If a mutually acceptable solution cannot be found, Council reserves the right to bring in a representative of the State Government, Division of Workplace Health and Safety to assist in the resolution of areas of disagreement. The Contractor may nominate a preferred local representative.

10 HEAVY VEHICLE NATIONAL LAW

10.1 General

Contractors shall comply with all relevant Federal, State and Local Laws, Rules and Regulations, as amended from time to time and any direction given by a competent authority arising from such laws, rules and regulations. This includes, but is not limited to, conformance with the following legislation:

- Heavy Vehicle National Law (Queensland) Act 2012 ('the Act')
- Heavy Vehicle (Fatigue Management) National Regulation
- Heavy Vehicle (General) National Regulation
- Heavy Vehicle (Mass, Dimension and Loading) National Regulation
- Heavy Vehicle (Registration) National Regulation
- Heavy Vehicle (Vehicle Standards) National Regulation

Further to the specific legislation outlined above, the Contractor indemnifies the Principal against all liabilities which may be imposed under or which may arise out of enforcement of any section of the Act or Regulations.

10.2 Reporting

Where the Contractor in its capacity as Principal Contractor under the Act is required to author any document, notice or report to the Act, a copy of such document shall simultaneously be forwarded to the Principal's Representative.

11 TRAFFIC MANAGEMENT

11.1 General

The Contractor shall provide for continuous operation of normal traffic along all roads and pedestrian and vehicular access to properties that are on or adjacent to the Site or that are otherwise affected by the WUC. The Contractor shall, where necessary provide side tracks which shall be constructed, sign posted, lit and maintained to the satisfaction of the owner of the road and the Principal's Representative. The Contractor shall be responsible for any necessary approvals for the transport of any materials and resources.

The Contractor shall be responsible for the safety of all pedestrian and vehicular traffic within the Site and any adjacent areas affected by them and shall provide all necessary watchmen, lights, barriers, noticing and signs and shall provide and maintain the same to the satisfaction of the road owner and the Principal's Representative. Signs shall conform to the current MUTCD or any other standard required by the road or site owner or operator.

The Contractor shall not cause obstruction to any road, drain or other watercourse and shall not break down or remove any gates or fences without prior approval of the Principal's Representative. Where such obstructions or breakages cannot be avoided, the Contractor shall remove such obstruction or repair such breakages, to the satisfaction of the Principal's Representative, as soon as possible.

In the event of the Contractor failing to comply with its responsibilities under this Clause, the Principal's Representative may, without further notice, to take such steps as it considers necessary, to provide for the safe passage and safety of traffic or to remove any obstruction or to repair damage, including, if it considers it necessary, the employment of workmen and watchmen to complete work and the cost thereof may be deducted from any monies due to the Contractor under this Contract.

The Contractor shall prepare, implement and maintain a Traffic Management Plan (TMP) for the Project and the provisions of Clause 11.2 of this Document shall apply.

11.2 Traffic Management Plan

Within 14 days from the Letter of Acceptance being issued, the Contractor shall prepare and submit its Traffic Management Plan (TMP) to the Principal's Representative for a direction as to its suitability, in accordance with *Clause 8.4 of the GCoC*.

The TMP shall be consistent with the latest edition of the MUTCD.

The Contractor shall implement, monitor and update its TMP during the Contract and shall, within 7 days of its amendment, submit a copy of the revised TMP to the Principal's Representative.

A copy of all TGS drawings, together with records showing when installed, modified, inspected and removed shall be part of the project quality documentation with a final copy to the Principal's Representative prior to Practical Completion.

11.3 Restrictions to Traffic

Restriction to the passage of vehicular traffic through the Site shall be subject to the requirements outlined in the TMP.

11.4 Notification of Traffic Changes

The Contractor shall give to the Principal's Representative a minimum of 14 days written notice of changes in traffic movements necessary for the performance of WUC.

All proposed road closures shall be subject to approval by the relevant Authority which shall be given a minimum of 14 days' notice, or such other period as the Authority may require, of traffic changes which affect it.

11.5 Public Notification

During works, adequate information shall be advertised publicly by the Contractor to keep the community informed of changes to normal traffic movements and of any possible disruptions. As much notice as possible of changes or disruptions shall be given, but it shall not be less than 48 hours. The Contractor shall obtain the agreement of the Principal's Representative as to the extent and nature of all publicity prior to implementation. The Principal reserves the right to take control of, and/or incorporate publicity proposals by the Contractor into any project publicity arranged directly by the Principal.

11.6 Contractor's Obligations

Nothing contained in this Clause 11 of this Document shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract in respect of the MUTCD.

11.7 State Controlled Roads

The Contractor may be required to provide notification via a Form M994 to the Queensland Department of Transport and Main Roads (TMR) as to the installation and/or removal of Regulatory Traffic Signs/Devices on State Controlled Roads, and as such shall make an allowance for this in its Offer Submission, should alternative traffic arrangements be required to undertake the WUC.

12 COMMUNITY LIAISON

12.1 General

Council will provide for distribution by the Contractor, any and all newsletter, leaflets and other public statements where required, in accordance with Clause 12.2 of this Document.

12.2 Restrictions and prior permissions

All newsletters, leaflets and other public statements shall be submitted for the approval of the Principal's Representative prior to publication.

Direct contact or liaison by the Contractor with members of the media and/or social media platforms will not be permitted unless written approval is granted by the Principal.

13 MEETINGS

13.1 Pre-start Meeting

Prior to the commencement of WUC, the Contractor shall contact the Principal's Representative in order to arrange a Pre-start Meeting.

The Pre-start Meeting shall:

- a) Establish lines of communication and clarify all relevant responsibilities and delegations;
- b) Discuss arrangements for the submission and review of the Construction Program, Quality Plan, EMP-C, Safety Plan and TMP;
- c) Discuss arrangements for project records, including access by the Principal's Representative, submission of test results and other reports and disposition upon completion of the Contract;
- d) Discuss setting out of the Works, site accommodation, camp and delivery of materials and plant to the Site;
- e) Determine arrangements for Site Inspectors and Site Managers;
- f) Define arrangements for management of progress claims, variations and non-conformances;
- g) Discuss arrangements for all administrative requirements, including information and documents which the Contractor is obligated to submit to the Principal's Representative;
- h) Deal with any other matters nominated by the Contractor or the Principal's Representative; and
- i) Deal with requirements for post-construction review.

The Principal's Representative will, within 1 week of the Pre-start meeting, issue to the Contractor a copy of the minutes. Within 2 working days of receipt of the minutes, the Contractor shall notify the Principal's

Representative in writing of any item from the minutes which, in its opinion, has not been correctly recorded.

Within a further 2 working days, the Principal's Representative will arrange to amend the minutes where necessary and will return a copy for confirmation. The Contractor shall confirm the minutes by return written confirmation within 2 working days of receipt.

13.2 Site Meetings

Site Meetings shall be held to review progress of the Works and to discuss and resolve other matters of concern related to the project. Site Meeting shall be held at the intervals as mutually agreed between the Contractor and the Principal's Representative.

Site Meetings shall:

- a) Review progress of the WUC;
- b) Review the Contract Plan documents and issues pertaining thereto;
- c) Review non-conformances and dispositions; and
- d) Discuss any matters of concern related to the project with a view to their resolution as far as possible.

Site Meetings shall be attended by the Contractor, the Principal's Representative and/or their senior representatives. Subject to the prior approval of the Principal's Representative, other persons may attend all or part of any Site Meeting, but at no time more than 4 persons from either the Contractor or Principal's Representative.

The Principal's Representative or Principal's Representative's Delegate will chair the Site Meeting and will arrange for the recording of minutes. The Principal's Representative will, within 1 week of the Site Meeting, issue to the Contractor a copy of the minutes. Within 2 working days of receipt of the minutes, the Contractor shall notify the Principal's Representative in writing of any item from the minutes which, in its opinion, has not been correctly recorded. Minutes of a Site Meeting will be confirmed at the next Site Meeting.

14 WEATHER PROTECTION

Further to *Clause 16.1 of the GCoC*, Care of the Work, without limitation includes:

- a) Those activities to prevent otherwise suitable materials from becoming unsuitable as a result of moisture entry during construction.
- b) Undertaking construction operations so as to obviate ponding of rain water on the pavement layer.
- c) Ensuring that all excavations are adequately drained or, if practicable, protected to minimise water entry. Where a suitable outlet cannot be constructed to excavations, the Contractor shall take such other measures as are necessary to remove water from the excavation. Excavations shall be backfilled as soon as practicable after the work for which the excavation was made is completed.
- d) On the completion of each day's operations and at such other times when rainfall is imminent, the surface of the pavement shall be graded so as to provide adequate falls transversely and where practicable, longitudinally to permit shedding of surface water without ponding or scouring. The graded area shall be rolled to provide a smooth dense surface in this regard.

Failure to undertake such measures shall constitute contributory damage by the Contractor.

15 RE-INSTATEMENT

The Contractor shall complete all re-instatement to the requirements outlined within the Contract Documents and shall generally be restored to the pre-construction condition.

The Site shall be kept in a safe, clean and tidy manner during construction with stockpiles and barricades of construction material kept to a minimum. The Site shall be regularly cleaned of debris and excess material with the disposal of regular waste being undertaken frequently.

The Contractor shall arrange for rehabilitation works to commence as soon as practicable, especially where private accesses and/or property are concerned.

Any damage outside the immediate work area shall be re-instated at no expense to the Principal.

Released under Right to Information Act 2009

Category A

From: Steve Johnston - CEO

Sent: Friday, 26 August 2022 11:25 AM

To: Catherine Chambers **Category B**

Cc: Christine Large **Category B**

Michael Ellery **Category B**

Megan Dean **Category B**

Subject: RE: Anzac Pool, Bundaberg - ref. no. 650278

Catherine

Thank you for your email enquiring into the status of the demolition works associated with the Bundaberg Anzac pool. Preliminary work for the demolition started some weeks ago with the pool being “decanted”, chlorinators, electrical equipment and pumps being decommissioned and services such as water being disconnected to the site. Council also has removed several peripheral items associated with the pool that can be utilised in other areas such as seating. Shade sails identified as part of the works for demolition in the Building Approval have also been removed and signage taken away.

Following the public tender process, Council has awarded the tender to Loftus Contracting who have been engaged to undertake the “hard” demolition and removal of the pool and its associated surrounding infrastructure. A pre-start meeting was held on Wednesday this week with Council’s project manager and the company’s principal to cover off on issues such as site access, fencing and public safety, given the siting of the pool next to a main service road. It’s anticipated that Loftus will bring machinery on site today as part of their site preparation.

I’m satisfied that those steps outlined above satisfy the criteria for substantial commencement and that new approvals will not be required.

Regards

STEVE JOHNSTON





Chief Executive Officer
T 1300 883 699
E ceo@bundaberg.qld.gov.au



From: Catherine Chambers **Category B**
Sent: Tuesday, 23 August 2022 3:09 PM
To: Steve Johnston - CEO **Category B**
Cc: Sean O'Keefe **Category B**; Nicole Mulholland **Category B**
Subject: Anzac Pool, Bundaberg - ref. no. 650278
Importance: High

Good afternoon Steve,

I am emailing about the existing approvals Bundaberg Regional Council has obtained to commence demolition works on the Anzac Pool, which you provided to me on 7 July 2022.

With the announcement earlier today that Council has awarded the tender for demolition of the Pool (<https://www.bundabergnow.com/2022/08/23/bundaberg-aquatic-centre-head-contractor/>) can you please confirm whether the demolition work will commence before 27 August 2022? The department understands that this is the date by which works are required to substantially commence in order for those approvals not to lapse.

If this is not the case, can you please notify the department of whether applications have been or will be made for new approvals as required under the Queensland Heritage Act?

Kind regards,

Catherine Chambers
Director | Heritage
Environment and Heritage Policy & Programs
Department of Environment and Science
Category B
Level 27, 400 George Street, Brisbane Qld 4000
GPO Box 2454, Brisbane QLD 4001

Chat with me on Teams.

Environment and Heritage Policy & Programs acknowledges the Traditional Owners and Custodians of the lands, waters and seas on which we work and live paying respects to Elders, past, present and future.

Heritage Branch works flexibly, accessing blended work patterns in the office and remotely. We can be contacted via phone, email or Teams.

- For enquiries about the Queensland Heritage Register: heritage@des.qld.gov.au
- To contact the Queensland Heritage Council: heritage.council@des.qld.gov.au
- To report damage to Queensland Heritage Register places: pollutionhotline@des.qld.gov.au

- For enquiries about getting approval to do development at a Queensland heritage place: palm@des.qld.gov.au
- For enquires about terrestrial archaeology and underwater cultural heritage like historic shipwrecks: archaeology@des.qld.gov.au.

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