



Bulloo
Shire

Part 2

SPECIFICATION

Request for Tender (RFT)	Water Cart Hire for Warri Gate Road Upgrade (RRUPP)
Closing Time	4:00pm on Monday, 24 th February 2025
RFT Number	T2024-202-110

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1 Introduction

Bulloo Shire Council is seeking the services of suitably qualified Contractor(s) to supply & operate Water Truck(s) for Warri Gate Road Upgrade under Remote Roads Upgrade Pilot Program (RRUPP).

Contractors can tender to supply one (1) or more water trucks up to three (3).

The primary objectives of the Principal in inviting the Request for Tender are:

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

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

2 Background Information

Council was successful in obtaining funding to seal 20km of the Warri Gate Roads.

The job location is located on Warri Gate Road in the Bulloo Shire and is approximately 160 km from Thargomindah. The Warri Gate Road is 187 km long, with gravel and sealed sections throughout and has a traffic count of 65 vehicles per day.

3 Type of Contract

This Request for tender will be a **SCHEDULE OF RATES** Contract. All fees and charges necessary for the successful completion of the works shall be deemed to be included in the prices and rates as detailed in Part 3. Prices and rates are to be inclusive of GST.

4 Scope of Works

A summary of the scope of works is as follows. The scope summary should be read in conjunction with Part 3B – Tender Submission Form - Pricing Schedule.

Wet Hire of one (1) to three (3) Water Truck(s) on 9/5 roster (9 days on and 5 days off) for the duration of the Warri Gate Road Upgrade Project under RRUPP Funding from March 2025 to 30th June 2025 ,weather permitting.

5 Work Specifications

The successful tenderer will be required to supply and operate water carts for the following purposes:

- Dust suppression
- Road Stabilisation
- Other general construction purposes.

Water Cart Specifications

- Tank Capacity: 32,000lts plus
- Pumping Capacity: The pump/s must be able to fill and discharge the water tank efficiently, without impacting project productivity.

- **Spraying System:** The water cart must be equipped with fully functional spraying system with a minimum reach of 6-8 metres. Alternating spray patterns as required.
- **Hook Up Point:** The water cart must have a connection point compatible with road stabilisation machinery and desirably water connection couplings.
- **Compliance:** The water cart and operator must comply with all relevant regulations including:
 - **Registration and licensing:** The water cart must be registered and licensed for operation and public roads.
 - **Safety:** The water cart must meet all safety standards and be equipped with appropriate safety features.
 - **Environment:** The water cart must must operate in an environmentally responsible manner, minimising water waste and dust generation.

6 Legislation

In order to understand relevant work health and safety, environmental and quality requirements for this project, the Contractor must consider, understand and as a minimum be able to comply with the legislation and codes of practice listed following. The list is a guide only and not exhaustive of all required legislation. The Contractor should make themselves aware and familiar with any and all legislative requirements.

- AustroadsGuide to Traffic Management 2019
- Work Health and Safety Act 2011
- Work Health and Safety Regulation 2011
- Electrical Safety Regulation 2013
- Transport Operations (Road Use Management) Act 1995
 - s72a - Way to install official traffic sign
 - s166 (2) - Official traffic sign approvals
- Transport Operations (Road Use Management - Accreditation and Other Provisions) Regulation 2005
- How to Manage Work Health and Safety Risks Code of Practice
- Hazardous Manual Tasks Code of Practice
- Managing risks of Plant in the workplace Code of Practice
- Environmental Protection Act 1994 and associated regulations
 - Environmental Protection Regulation 1998
 - Environmental Protection (Waste Management) Regulation 2000
- Land Protection (Pest and Stock Route Management) Act 2002
- Nature Conservation Act 1992 and Regulation
- Wet Tropics World Heritage Protection and Management Act 1993
- Environment Protection and Biodiversity Conservation Act 1999

7 Working Hours

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

- c) work may be carried out on Saturday and Sunday if approved by the Principal.
- d) maximum hours of works is 10.5hrs in a day or as per instruction from the supervisor or Engineer on site.

8 Practical Completion

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

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

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

9 Date for Practical Completion

The Date for Practical Completion is **30 June 2025** unless otherwise approved by Principal.

10 Acceptance of Work

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

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

11 Mobilisation

The Contractor is to allow for an initial mobilisation to the Principal's areas and any subsequent mobilisation within the Principal's area, from the Contractor's base or previous work area in their mobilisation.

Should the Contractor elect to demobilise and relocate to another site location for any reason other than Principal request all associated costs with this demobilisation and subsequent remobilisation will be borne by the Contractor. Examples of this may be adverse weather, machinery breakdown, or work outside of this arrangement.

12 Damage by Contractor

The Contractor shall immediately report to the Principal any damage caused to persons or property and/or if a member of the public makes a claim against the Contractor. The

Contractor shall be responsible (at no cost to the Principal) for any rectification or compensation, of any damage caused by the Contractor's staff or agents of the Contractor or plant as a result of carrying out any of the scheduled works.

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

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

For the duration of this Contract the obligations referred to in MRTS11 shall apply to vehicles, third party property, road furniture and roadside facilities.