

**Section D Specification**

# Contract

# For the Operation of Wadeye Swimming Pool

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| **Tender No** | WDRC-2024-03 |
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| **Tender Closing Information** |  |
| Date | 02 February 2024 |
| Time | 02:00 PM |
| Tender Lodgement Email: | [tenderlodgement@westdaly.nt.gov.au](mailto:tenderlodgement@westdaly.nt.gov.au) |

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[All tenders for this Contract must be lodged through the West Daly Regional Council](#bookmark0)’s [electronic tender portal](#bookmark0) <http://www.westdaly.nt.gov.au/work-business/tenders> 1

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**INTRODUCTION**

1. **Scope**

This Specification applies to the following equipment:

**OPERATIONS:**

* The pool to be opened for the community usage for a minimum of 5 days per week, for a minimum of 32.5 hours per week all year around. The opening hours will respond to the community needs.
* Operation hours: Contractors to provide the schedule, however, Council can change the schedule if deem feasible as per community feasibility and requests.
* The pool will be opened for a minimum of 5 days per week, with the intent of developing a local Team Leader, responsible for supervising the pool independently in the absence of a Pool Coordinator for 2 days per week.

**MAINTENANCE:**

* Maintain the pools to ensure compliance with relevant industry standards, regulations, and guidelines.
* Ensure the pools are always clean and safe for public use.
* Develop and maintain appropriate pool maintenance plans.
* Monitor water quality and ensure appropriate chemical levels are maintained.
* Ensure appropriate signage is displayed at all times.
* Manage pool equipment, including pumps, filters, and chlorinators.
* Maintenance of the facility i.e: cleaning of toilets and keeping the facility clean all the time.

**STAFF/MANAGER RESPONSIBILITIES:**

* Recruit, train and supervise a team of qualified competent pool staff preferably from the community.
* Recruit qualified volunteer pool lifeguards and swim teachers to provide additional pool supervision and support to local operation teams and to deliver regular water safety education programs.
* Ensure all staff have current certifications and qualifications required for their roles.
* Develop and implement appropriate staff rosters and schedules.
* Ensure all staff follow relevant policies and procedures, including those related to health and safety.
* Provide ongoing professional development opportunities for staff.
* Develop and implement a range of programs and events for the community.
* Engage local schools and community members for youth programs, physical activities and educational sessions.
* Promote the programs and events to the local community to encourage participation.
* Provision of all consumables.
* Develop and implement aquatic facility risk management plans and policies.
* Ensure all staff and patrons are aware of the relevant risks associated with using the pool.

**STANDARDS:**

* Carry out all the works as per Australian Standards and in accordance with Royal life Saving Society of Australia.

1. **Definitions**

In this Collection Specification terms will, unless inconsistent with the context, have the meanings defined in the Conditions of Contract, except that a reference to **Clause** is a reference to a Clause in this Specification.

## Description of specification

The contractor will be responsible for delivering the following:

**GENERAL:**

1. Regular maintenance of the pools to ensure compliance with relevant industry standards, regulations, and guidelines.
2. A team of qualified and competent pool staff who are well trained and supervised.
3. A range of programs and events designed to meet the needs and interests of the local community.
4. A safe and enjoyable environment for the local community to swim and participate in aquatic activities.
5. Six monthly reports detailing pool usage, maintenance, staff performance and programming.
6. Annual income and expenditure statement.
7. Operate and manage the pool and provide supervision of all pool activities to ensure the safety and wellbeing of pool patrons and in accordance with relevant Federal, State, Territory and Local laws and Royal life Saving Society of Australia.
8. Annual reports detailing achievements, challenges, and opportunities for initiatives.
9. Provide budget assumptions.
10. The Tender will commence as per the ‘commencement date’ and will be expired as per the ‘expiry date’, as set in the ‘Reference Schedule’ in *Section C – Conditions of Contract.*
11. The Manager reserves the right to close the pool facility should they deem appropriate reason to do so, with a prior notice of 24 hours to Council.

**RUBBISH:**

1. The manager must remove all perishable rubbish and all other rubbish that has contacted foodstuffs from the facilities on a daily basis.
2. Non-perishable rubbish must be removed from the facilities on a weekly basis.
3. The Council will collect rubbish from the facilities twice a week. The manager is responsible to ensure rubbish is at nominated collection point for each facility.

**QUALITY ASSURANCE:**

1. The Council may conduct independent customer surveys to monitor the performance of the Manager and the operation of the Facilities.

**COMPLAINTS:**

1. The manager must keep a register of complaints and act on complaints in an appropriate timely manner, respond to the complainant and report to council following each event. Moreover, the complaint register should be reviewed at a monthly meeting between WDRC representative and the manager.

**CLEANING:**

1. The manager must, at its own cost ensure that all equipment and areas of the facilities are cleansed as per Australian standard and maintained in a safe, clean and hygienic condition at all times.

**ADMISSION & EXPENSES:**

1. No admission fee will apply during the term.
   * + 1. During the Term:
          1. the Manager must pay all the Manager Expenses; and
          2. the Council must pay all the Council Expenses.
       2. The Manager must keep proper accounts of all Income it receives, as well as all Council Expenses it pays, in respect of the Facilities, and provide the Council with all records and systems information required by the Council in respect of such Income and Council Expenses, including point of sales records, employment contracts and the like.

**ACCOMODATION:**

1. Council will provide single room @2x accommodations in the community for permanent Pool Manager and staff.

**REPORTING:**

1. The manager must report; number of attendances at the facility, WHS reports, daily water testing results, a chemical register detailing type and quantity of chemicals held at facility, staff and volunteer record detailing qualification, any issues that the manager becomes aware of that may affect services and where reasonable, the manager must provide the council with copies of all relevant documents, record and explanations.
2. The manager to report all maintenance works in timely manner.

**AUDITS:**

1. The manager, if requested by council must provide audited annual financial statement for the income and expenditure.

**PUBLICITY AND MARKETING:**

1. The manager must use its reasonable endeavours and at the manager’s cost arrange to market: the programs and the facilities.
2. The advertisements must meet relevant statuary requirements.
3. In recognition of the Council’s ownership of the Facilities, the Council may display Council’s logo on signage on the exterior of the Facilities.

**CAPITAL WORKS:**

1. The council will bear all costs in relation to capital improvement or replacement to the Facilities, except where the works arise from the Manager’s failure to undertake adequate recurrent maintenance and repair.

**FIRE SERVICING:**

1. For Fire servicing, the Manager to provide services schedule for all equipment, which will require prior approval by WDRC. All approved maintenance to be at WDRC expense.

**GROUND MAINTENANCE:**

1. The Council will at its cost, on a regular basis, attend to ground maintenance at the Facilities which includes mowing lawns, maintaining flowerbeds, shrubs, trees, and playscape equipment within the title boundary of the Facilities.

**SAFETY AND CONTROL:**

1. The Manager must control the occupancy level within the Facilities to a level that will not:

* exceed any numbers specified by Statutory Requirements and/or industry guidelines (including any licences or certificates issued to the Manager);
* jeopardise the safety of users at the Facilities;
* reduce hygiene standards to an unacceptable level; or
* affect the enjoyment of the general public in accordance with Statutory Requirements and industry guidelines.
* The Manager must continually monitor the water space areas within the Facilities to avoid occupancy levels that would endanger the users of the pools at any one time or restrict the ability of pool staff to control and protect the users of the pool.
* In monitoring the bathing loads, the Manager must take into account the nature of the activity taking place and the characteristics and limitations of individuals or groups using the pool.
* The Council’s Contact Officer will have access to the Facilities at all times for the purpose of inspection and may impose restrictions on numbers of patrons in the interest of the public’s safety.

**SAFETY, EMERGENCY, EVACUATION AND INCIDENT PROCEDURE:**

1. The Manager is responsible for the production and implementation of all procedures to deal with any emergencies which may occur within the Facilities.

* Prior to the Commencement Date, the Manager must submit to the Council detailed procedures and action plans to deal with evacuations in cases of emergency. The Council must approve such plans. The Manager must inform the Council’s Contact Officer in writing of any subsequent alterations.
* The Manager must train and test staff in the evacuation procedures within one month from the start of employment of each employee, and maintain comprehensive training of all existing procedures throughout the Term (including the undertaking of evacuation drills at least twice per Swimming Season).
* The Manager is responsible for ensuring that the procedures and actions plans approved by Council are adhered to by all employees.
* Following an incident of emergency, the Manager must immediately contact the Council’s Contact Officer. Within seven days of such an incident, the Manager must provide to the Council’s Contact Officer a full written report of the actions taken and the implications for future training. If the Council wishes to undertake an investigation, then the Manager shall provide the relevant information (including the information of staff attendance) upon reasonable request of the Council and at no cost to the Council.
* In addition to any notices required pursuant to any Statutory Requirements, the Manager will display all other notices as specified by the Council concerning health and safety. The Manager will supply to the Council’s Contact Officer an instruction manual containing all safety procedures at the Facilities, a copy of which must be on permanent display in the office area of the Facilities.

**OPERATIONS AND ENVIRONMENT CONTROL:**

1. Water quality must meet or exceed the minimum requirements as specified in the *Public Health Guidelines for Aquatic Facilities* Testing of water quality must be completed in accordance with the Regulations as a minimum.
2. Water quality readings must be taken and recorded in a logbook within one hour of opening each morning and at no longer than four-hour intervals during operating hours.
3. During high bather load periods, the Manager must conduct more frequent testing as required.
4. The Council may, at any time, and acting reasonably instruct the Manager to conduct additional tests.

**DAMAGE AND DESTRUCTION:**

1. In case of any damage due to negligence of the manager, the manager keep indemnified the council from and against all losses, claims, damages and liabilities suffered or incurred arising from, in connection with or in consequence thereof; if facility needs to be closed down for the purposes of repairs and reinstatement, the obligations for the manager to provide services to such facility under this agreement shall be suspended until the facility is reopened. Moreover, WDRC would not be responsible for paying the management fee for the time of closure if the investigations revealed that the manager was negligent.
2. if the Facilities remain open (whether in whole or in part) while such repair and reinstatement works are being carried out, this Agreement will continue to apply and the Manager will provide such cooperation, accommodation and assistance as may be necessary and reasonable to allow such works to be completed as soon as practicable, and the Manager will have no other rights or entitlements for compensation or other entitlements whatsoever.
3. If the Facilities sustain any substantial damage to the extent that it becomes non-operational (and such damage was not caused by the Council or any acts of Force Majeure), then council may terminate the agreement by giving the manager no less than 14 days’ notice. Neither party will have any further right, entitlement, or interest under this Agreement after the date of such termination.
4. If the facility is destroyed or damaged by fire, storm, flood or tempest or any act of God, inevitable accident, riot, civil commotion, terrorism or enemy action or action incidental to resisting or preparing to resist terrorism or enemy action so as to render the Facilities wholly or substantially unfit for operation, then either party may terminate this Agreement by giving the other party no less than 14 days written notice. Neither party will have any further right, entitlement, or interest under this Agreement after the date of such termination.
5. If the Facilities are damaged or destroyed as a consequence of some negligent act or omission on the part of the Council or any of its servants or agents, then without limiting the rights and entitlements of the Manager under this Agreement and at law, the council indemnifies the manager by paying the management fee under this agreement.
6. If the Facilities sustain any temporary damage as a consequence of the Council's negligence and: if any of the Facilities needs to be closed down for the purposes of repairs and reinstatement, the obligations for the Manager to provide Services to such Facility of Facilities under this Agreement shall be suspended until the Facility or Facilities are reopened, if the Facilities remain open (whether in whole or in part) while such repair and reinstatement works are being carried out, this Agreement will continue to apply and the manager will provide such cooperation, accommodation and assistance as may be necessary and reasonable to allow such works to be completed as soon as practicable, and the manager will have no other rights or entitlements for compensation or other entitlements whatsoever.

**TERMINATION:**

1. If either party fails, or neglects to perform or observe the terms, conditions of this Agreement (**defaulting party**) and fails to rectify that default in accordance with a written notice given by the other party (**aggrieved party**) specifying such breach or default and requiring that it be rectified, and specifying a period in which the same should be rectified (being not less than 14 days or such longer time as is reasonable in the circumstances) then the aggrieved party may at any time thereafter (unless such breach or default be rectified in the meantime) by notice in writing given to the defaulting party terminate this Agreement.

**CONFIDENTIALITY:**

1. Each of the parties agrees that it will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose whatsoever, except for the purposes of and in the manner contemplated by this Agreement: For the purposes of this Clause ‘**Confidential Information**’ means and includes any documentation or information of a confidential nature supplied by either of the parties to the other in connection with this Agreement and includes but is not limited to all scientific, technical, manufacturing, performance, sales, financial, commercial, contractual or marketing information possessed by each party but specifically excludes any documentation or information which has been previously published or otherwise disclosed to the general public or is required to be disclosed by law.

**GST:**

1. All amounts specified in this Agreement are expressed to be exclusive of GST (unless specified otherwise).

**PERFORMANCE MEASURES:**

1. Council will measure the performance criteria as per the customer service performance standards, maintenance & cleaning of the facility and as per the legislated performance standard including WHS management.

**PROGRAMS:**

1. The initial list of programs are to include: recreational swimming, water safety education, swimming lessons, health promotion and other events deem suitable by the Council and the Manager.

**RENEWAL:**

1. Renewal: Not less than 6 months and not more than 12 months before the expiry of the Initial Term, the Council may, in its absolute discretion, give a written notice to the Manager that it wishes to enter into negotiations with the Manager for the Renewal Term. If such notice is given, the Council and the Manager must enter into negotiations with each other in respect of the financial arrangements for the Renewal Term, including the quantity of the Management Fee, moreover, the Council and the Manager both acknowledge and agree that the management of the Facilities by the Manager during the Renewal Term is subject, in all respects, to the execution of a deed of variation and extension by the parties.