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TECHNICAL SPECIFICATION

Register of Prequalified Suppliers (ROPS) Bitumen Sealing and Associated Services 2025 - 2026

CONTRACT NO.: T2526.04

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TECHNICAL SPECIFICATION

# Introduction

Each year Banana Shire Council undertakes the maintenance of both Local and State Controlled Roads. Maintenance of these road requires the sealing and resealing of sections of the bitumen seal to improve the condition of the seal and protect the underlying pavement.

Council is looking to create a prequalified supplier pool for bitumen sealing and associated Services throughout the shire as per the Pricing Schedule supplied in the Appendices of this document.

# Available Information

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

* Pricing Schedule (Appendix A)
* MRTS11.1 Sprayed Bituminous Treatments (excluding Emulsion) Annexure (Appendix B)

The Contractor shall familiarise with the shire and each maintenance area prior to submitting a tender.

# Scope of Works

The Works Under the Contract (WUC) are to be located with the Banana Shire Area.

The scope of this tender is for the intermittent supply of bitumen sealing and associated services on sealed roads. These include but are not limited to:

* Creation of a seal design;
* Supply, cartage, heating and spraying of bitumen/cutback bitumen/rubberised bitumen;
* Preparation of the surface (eg. Brooming);
* Incorporation, heating and spraying of cutter and additive;
* Supply, spreading and rolling of cover aggregate;
* Sampling of each sprayer load; and
* Traffic Control.

The scope of works includes but is not limited to:

* All costs associated with the insurance of the plant and staff (supplied by the Contractor and any Sub-Contractors employed by the Contractor), including but not limited to the obtaining and maintaining the following insurance:
* Public Liability Insurance – not less than twenty million dollars ($20,000,000)
* Insurance policy/s pursuant to the Works Compensation and Rehabilitation Act 2003 and Regulations 2033 and any Act/s amending this Act.
* Insurance policy/s pursuant to the Motot Accident Insurance Act 1994 and Regulations 2004

All excess payments associated with these insurance policies shall be borne solely by the Contractor.

* Provision of a suitably trained, accredited, competent and experienced staff. Staff are to be in possession of the following:
* Construction Blue/White Card
* Applicable certifications/licenses for the plant to be used

All staff licenses/certifications are to be always available onsite and must be produced on demand.

* All costs associated with the provision of staff with appropriate personal protective equipment (PPE). All PPE is to be worn and maintained as per Council’s requirements.
* All costs associated with ensuing that the following are present within any delivery vehicles brought to site:
* A current Weed Declaration Certificate (to be obtained no more than 72 hours prior to mobilisation of the plant at the commencement of each hire period) stating that the vehicle is free from contamination if requested by Council.

All vehicles are to be available for inspection on request to ensure compliance.

* All costs associated with the cleaning of the vehicles and obtaining a Weed and Seed Declaration form before arriving to site and the cleaning of the vehicles on completion of work, prior to demobilisation from site.
* All costs associated with the repair of damaged services and/or property caused by the activities being undertaken as part of this tender.
* All cost associated with the compliance with the requirements of the following Council Management Systems for the undertaking of the maintenance/capital works:
  + Quality Management Plan
  + Environmental Management Plan
  + Workplace Health and Safety Plan
  + Traffic Management Plan and/or Traffic Guidance Schemes – if supplied by Council
* All costs associated with the maintenance of vehicles associated with the sealing services. The tenderer must have procedures in place for any foreseeable breakdowns/maintenance which may affect the contract and the Council’s operational needs.
* All costs associated with the supply of replacement vehicles to be used during the maintenance/repair of the primary item should the loss affect the Council’s construction operations
* Supply of compliance test results for the cover aggregate to prove compliance with the standards required.
* Supply of the following as a minimum part of a full-service bitumen sealing crew
* One (1) Supervisor;
* One (1) Bitumen Sprayer;
* Three (3) Spreader Trucks;
* Two (2) Rollers;
* One (1) Loader;
* One (1) Rotary Broom; and
* Traffic Controllers as required by the approved TMP/TGS
* Supply of the following information to the Principal/Superintendent prior to the commencement of sealing:
* Details of Drivers/Operators/Supervisor experience respective to this work.
* Details of the Bitumen Sprayers; Make, Model and Age of the Spray Tank; Make, Model and Age of Vehicle; Certificate Number and Expiry date must be supplied.
* Details of the Aggregate Spreaders; Make, Model and Age of the Spreader; Make, Model and Age of Vehicle; and details of any alternative spreader types available must be supplied.
* Regular communication with the Council throughout the Contract
* The cost for the removal and disposal of all waste, including additive drums and tar paper, on completion of the seal.
* All costs incurred by the Contractor in complying with Commonwealth and State legislation and Local Government By-laws
* All costs associated with the hire of the plant with respect to security, interest, fees, charges, taxes, royalties, insurance and compensation
* Cooperation and coordination, using “best for project” mindset
* All overheads and profit, and
* All other expenses associated with the work not specifically listed above.

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

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

# Particulars of Product

*CARTING, HEATING AND SPRAYING*

Carting, Heating and Spraying shall be carried out generally in accordance with **Queensland Transport Standard Specifications: MRTS11.1 Sprayed Bituminous Treatments (Excluding Emulsion), MRTS11.1 Annexure (Appendix B)** and **MRTS17 Bitumen and Multigrade Bitumen.**

The contractor is required to collect two (2) samples taken directly from the spray bar for every sprayer load prior to spraying; each sample is to be labelled, recorded and remains the principal for future quality control. Samples are to be submitted to the principal at the end of every work period (daily). The contractor is responsible for supply of all items required to complete the sample.

The Contractor/s to record Bitumen Spraying Rates immediately following each spray “run”, and advise the Superintendent, prior to commencing subsequent “runs”.

*TRAFFIC CONTROL*

The Contractor is fully responsible for all traffic control pertaining to all works required for the completion of the WUC. This includes the provision of fully accredited traffic control staff and equipment, traffic management plans as required and the acquisition of all permits as appropriate.

Traffic control costs shall be included in standard rates supplied for all works included in scope, and shall not be separately charged. Should any additional scope be supplied after the commencement of the contract requiring major traffic control services, the appropriate traffic control provisional item may be used. Minor traffic control costs associated with additional scope shall be deemed to be included in the supplied rates and not separately charged.

Traffic Management Plans are required to be submitted to the Principal, prior to works commencing.

*WEATHER CONDITIONS*

A program may be cancelled 12 hours prior to the scheduled commencement time, without incurring any penalty against the Principal. If a wet weather event or other circumstances do not allow sealing to proceed, but the Contractor has arrived on site the Contractor will able to claim an amount no greater than the Establishment costs tendered in the Pricing Schedule in Appendix A.

No sealing is to occur until the road surface temperature is a minimum 20oC.

*PROGRAMING OF WORKS*

A Program of Works will be forwarded by the Contractor to the Principal at least 48 hours prior to any visit, and will include all dimensions, quantities at 15’C and spray rates and spread rates for each separate project as per the agreed design.

The Contractor shall confirm all of these dimensions, quantities and spray/spread rates with the Principal’s Representative for each project prior to the commencement of works.

# Rise and Fall

The unit rates tendered shall remain in force for the duration of the Contract. The Contract shall allow for rise and fall on the bitumen component of the contract. Rise and fall is to be tied to the General Market Price of Bitumen.

Within 24 hours of the start of a bitumen program the Tenderer is to advise by email the Infrastructure Department, Banana Shire Council, of the General Market Price of Bitumen.

# Non-Exclusivity of Services

Under the agreement:-

* The agreement is not exclusive and Council may, at its sole discretion, engage another entity or use its own staff to provide the Service/s;
* Council is not obliged to procure any or any minimum number of service/s from the Contractor under this arrangement;
* Council reserves the right at its sole discretion, to call tenders or quotes for any other service/s.

# Nature of Tender

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

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

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

fixed for the life of the contract.

# lapsing of Offer

Offers submitted under this tender shall remain valid for a period of three months (90 calendar days) after the closing time and date and may be accepted by Council at any time before the expiry of that period unless otherwise notified, in writing, by Council.

# Term of Contract

The initial term of this Contract shall begin on the issuing of the Letter of Acceptance by Council. **Acceptance of tender is not an automatic indication that Council will engage the services of the Contractor**. Generally, Council will allocate work by location, availability and expertise, in accordance with the prices tendered in this contract.

Where possible Council will call for quotes from the suppliers placed on the preferred supplier list through the Vendor Panel system for individual projects (only those prices quoted that are as per or better than those supplied within this tender will be considered).

The contract will be valid for a minimum of twelve (12) months, with a possible extension of an additional six (6) months with application of the extension at the sole discretion of Council.

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

# Appointment of the Principal Contractor

The successful tenderer will not be considered Principal Contractor under the terms of this contract.

# Working Hours

The Contractor’s core working hours for this Contract is between 6.00am and 6.00pm, five (5) days per week, excluding weekends and public holidays.

Delivery Dockets and test results are to be issued to Council with every supply of stone ordered. These documents are to include the following details:

* Date, time and location of delivery
* Date of precoating of the stone
* Compliance test results for the stone
* Storage details (eg. Covering of stone, etc.)

If this documentation is not included with the claim payment will be withheld until verification can be obtained.

# Pricing

All rates are to be quoted as GST excl. **Rates are to be fixed and guaranteed for the term of the contract**.

# Third Party Claims

The Contractor shall be responsible for any damage to any public or private property that occurs as a direct result of the works being performed by the Contractor.

The Contractor shall notify Council of all claims or allegations made against the Contractor or damage that has been inflicted by the Contractor in respect to personal injury and/or damage to property. Verbal notification is to be received by Council within two (2) hours of the incident and a written report, in the form of an email, is to be received by Council within twenty-four (24) hours of the incident. The written report should include the following details:

* Date and location of the incident
* Description and amount of the claim
* Alleged case of the damage

# Dealing with the public

Council requires the Contractor and all related employees to conduct themselves professionally and in a socially responsible manner and represent the Council and themselves in a professional, customer focused manner at all times.

The Contractor shall not conduct any work additional to the Contract as a result of requests from residents or other members of the public without written authority or direction from the BSC representative.

If a request is outside the Contractor’s area of responsibility, the Contractor shall provide the customer with the contact details of the Councils Customer Service Department who will forward the customer enquiry to a Council representative.

**APPENDICIES**

1. **PRICING SCHEDULE**
2. **MRTS11.1 SPRAYED BITUMINOUS TREATMENTS (EXCLUDING EMULSION) ANNEXURE**