



GENERAL SPECIFICATION

SEALED ROADS RESTORATION WORKS – INNAMINCKA ROAD

PART 3

CONTRACT No.
T2026-2027-201

CONTRACT SERVICES

Bulloo Shire Council is seeking tenders from appropriately qualified contractors to complete works associated with Contract 2026-2027-201 – Sealed Roads Restoration Works – Innamincka Road) in Bulloo Shire.

The Works Under Contract will be provided in accordance with the tendered Schedule of Rates as submitted in *Schedule K1 Contract Works Pricing Schedule, Schedule K2 Additional Works Pricing Schedule and Schedule K3 Rates for Variation*.

SCOPE AND SPECIFICATION DOCUMENTS

This Part 3 General Specification document comprises of and is to be read in conjunction with the following documents:

- Part 2 Conditions of Contract.
- Part 4 Technical Specification.
- Applicable Main Roads Technical Specifications.
- QRA Treatment Guide.
- Bulloo Shire Council treatment maps.

CONTRACT SPECIFIC CLAUSES

SECTION 1 – CONTRACT PRELIMINARIES

1.1 GENERAL

The work to be completed under this Contract comprises the restoration and reconstruction of road infrastructure damaged by natural disaster events.

The treatment items described in this Technical Specification are approved QRA treatments and are to be used only where they are identified in the Schedule of Rates, treatment schedule, drawings, or written direction of the Superintendent.

1.2 INTERFACE WITH OTHER CONTRACT DOCUMENTS

Notwithstanding the requirements of the Scope and Specification Documents clause above, this Technical Specification shall be read in conjunction with the following documents and standards:

- Part 2 - Conditions of Contract;
- Part 3 - General Specification;
- K1 Contract Pricing Schedule;
- Site maps, drawings, and any approved treatment schedules;
- Queensland Reconstruction Authority Treatment Guide 2020-21; and
- Applicable Transport and Main Roads Technical Specifications, current Australian Standards and manufacturer requirements.

Nothing in this Technical Specification limits the Contractor's obligations under Part 2 Conditions of Contract.

1.3 SCHEDULE OF RATES CONTRACT

The basis of the Contract is a schedule of rates, tendered to complete a defined body of work as detailed in Schedule K1 Contract Pricing Schedule.

1.4 EXTENT OF WORKS

The extent of work is based on approvals provided by the Principal and the Queensland Reconstruction Authority.

The Contractor shall ensure the selected treatment applied at each site remains consistent with the approved scope and the intent of the Technical Specification and QRA Treatment Guide.

If the Contractor becomes aware that the approved treatment is not suitable to address the observed site condition, or that additional damage exists outside the approved extent, the Contractor shall immediately notify the Superintendent and shall not proceed beyond the approved extent without written direction.

1.5 ROLE OF QRA TREATMENT GUIDE AND ADDITIONAL CONTRACT REQUIREMENTS

The Contractor acknowledges and agrees that the Queensland Reconstruction Authority Treatment Guide 2020-21 (QRA Treatment Guide) is used under this Contract to identify, describe and classify the approved standard disaster restoration and reconstruction treatments forming the basis of the approved scope of Works Under Contract.

The QRA Treatment Guide provides the treatment framework and funding reference for the approved work items. It does not, by itself, constitute the complete specification for the WUC, does not limit the Contractor's obligations under the Contract, and does not reduce or qualify any requirement imposed by the Conditions of Contract, General Specification, Technical Specification, drawings, schedules, approved treatment schedules, applicable MRTS requirements, Australian Standards, endorsed management plans, endorsed Inspection and Test Plans, or directions of the Superintendent.

Unless the Contract expressly states otherwise, the Contractor shall carry out and complete the WUC in accordance with all requirements of the Contract, including all requirements relating to safety, quality, workmanship, materials, inspection, testing, Hold Points, Witness Points, environmental management, traffic management, fatigue management, Chain of Responsibility, reporting, records, programming, approvals, access, protection of existing assets, measurement and payment.

The fact that a requirement is not expressly stated in the QRA Treatment Guide does not relieve the Contractor from complying with that requirement where it is stated elsewhere in the Contract, is required by an applicable standard, is included in an endorsed management plan or Inspection and Test Plan, or is reasonably required to complete the WUC in accordance with the Contract.

The QRA Treatment Guide shall not be used by the Contractor as a basis to omit, reduce, qualify or avoid any additional or more onerous requirement imposed by the Contract. Compliance with such additional or more onerous requirements shall be deemed to be included in the Contractor's tendered rates and prices, except to the extent that the Contract expressly provides otherwise or the Superintendent directs a variation in accordance with the Conditions of Contract.

Nothing in this clause authorises the Contractor to undertake work outside the approved QRA scope, approved treatment extent, Schedule of Rates, treatment schedule, drawings, or written direction of the Superintendent. If the Contractor considers that the approved QRA treatment is unsuitable for the observed site condition, that additional damage exists outside the approved extent, or that a different treatment is required, the Contractor shall immediately notify the Superintendent and shall not proceed with the affected work unless and until directed by the Superintendent.

To the extent of any inconsistency, ambiguity, discrepancy or conflict between the QRA Treatment Guide and another Contract document, the inconsistency, ambiguity, discrepancy or conflict shall be resolved in accordance with the Contract. For clarity, this clause is intended to clarify the role of the QRA Treatment Guide and shall not be construed as limiting any Funding Requirement, legislative requirement, third party requirement, or other obligation which the Contractor is required to comply with under the Contract.

1.6 SITE LOCATION MAPS

Maps are provided detailing the Works Under Contract locations, along with Principal owned and/or managed gravel pits.

The Contractor shall note that the maps are provided for information, planning and visual reference purposes only. Due to changes to the specified works, which may occur throughout the contract period and the lead up to it, the maps must not be relied upon by the Contractor as the sole source of information beyond the tender period.

The Contractor shall ensure that only the infield application program is used to determine and confirm the current extent of approved works during the Contract Period.

The maps are provided in Appendix A.

1.7 SCOPE OF WORK

General

General works across all sites include but are not limited to the following works.

- Development, implementation and management of site specific Temporary Traffic Management Plans.
- Development, implementation and management of site specific Safe Work Method Statements.
- Development, implementation and management of site specific environmental controls.
- Development, implementation and management of a Contract specific Fatigue Management Plan.
- Development, implementation and management of a Contract specific Chain of Responsibility Management Plan.
- Development, implementation and management of a Contract specific Quality Management Plan.
- Site establishment.
- Management and maintenance of the worksite.
- Site disestablishment and clean up.

Treatment Schedule

All works associated with this Contract relate to the approved standard road maintenance and reconstruction treatments detailed in the Queensland Government's Queensland Reconstruction Authority Treatment Guide 2020-21 (QRA Treatment Guide). The QRA Treatment Guide is provided as a reference in Appendix B.

Contractors shall note the inclusion of the Contract Treatment Code reference in the table below. The Contract Treatment Code is also referenced in the contract pricing schedules. For all work delivery purposes and on site the Contract Treatment Code will be used rather than the standard QRA Treatment Code.

The treatment list provided below details the type of works approved for delivery across the three contract packages. It must be noted that not all treatments detailed below have been approved for completion across the three contract packages. The Contract Bill of Quantities details the approved treatments and their extent at each site.

Contract Treatment Code	QRA Treatment Code	QRA Treatment Guide Page	Standard Treatment
BFI	BKF_IMP	23	Bulk fill - imported
BFL	BKF_LOC	23	Bulk fill - local
RRC	CON_RCN	26	Reconstruct reinforced concrete
RFC	CON_RFC	26	Repair with flowable concrete
DDS	CUL_SIL	27	Desilt drainage structure - removal of silt and debris
CMD	EXC_HVC	24	Clear mixed debris and remove from site
BER	EXC_RSOS	24	Bulk excavate surplus material and remove from site
BES	EXC_RSS	24	Bulk excavate surplus material to spoil
RCS	RFD_RCS	32	Replace sign (complete) - standard road sign, includes post
RGP	RFD_RP	32	Replace guide posts or markers
RSF	RFD_RSF	32	Replace sign face only - standard road sign
HSG	SPR_HSG	21	Heavy shoulder grading - incorporating 50mm of imported material
ER	SPR_PER	16	Edge Repair
POT	SPR_POT	15	Pothole repair <1m2

Contract Treatment Code	QRA Treatment Code	QRA Treatment Guide Page	Standard Treatment
PRP	SPR_PRL	14	Pavement repair - patch local unbound pavement failure (<20m ²). Includes 2 coat bitumen seal
RUGB	SPR_RB	19	Reconstruct unbound granular base. Excludes seal
RUGP	SPR_RR	19	Reconstruct unbound granular pavement. Excludes seal
BSS	SPR_RSSR	22	Bitumen spray seal, 2-coat
ISS	SPR_STB	17	In-situ stabilisation - including 50mm corrector. Excludes seal
GMS	USP_GMS	11	Gravel/material supply
GR100	USP_GR100	12	Gravel Resheeting 100mm
GR150	USP_GR150	12	Gravel Resheeting 150mm
HFG	USP_HFG	10	Heavy formation grading
HFG50	USP_HFG50	10	Heavy formation grading incorporating 50mm of imported material
HFG75	USP_HFG75	10	Heavy formation grading incorporating 75mm of imported material
MFG	USP_MFG	9	Medium formation grading
RTD	USP_RSTD	13	Reshape table drain (1 side)
RDS	CUL_RP	28	Repair drainage structure - excavate, repair and reinstate
RCP	CUL_RCP<375	29	Replace concrete pipe <375mm dia.

1.8 APPLICABLE STANDARDS AND WORKMANSHIP

Unless otherwise specified, all materials and workmanship shall comply with the following requirements:

- The Contract General Specification;
- The Contract Technical Specification;
- Queensland Reconstruction Authority Treatment Guide 2020-21;
- Industry best practice for road restoration and reconstruction works; and
- Applicable Transport and Main Roads Technical Specifications, current Australian Standards and manufacturer requirements.

Completed work shall be undertaken to ensure the pre-disaster condition and function of the asset is restored, except where the Contract, drawings or a written direction of the Superintendent requires the use of a current equivalent standard detail, product or system. All WUC shall prioritise the safety of users of the asset.

All materials incorporated into the Works shall be fit for purpose, durable for the intended usage environment, and consistent with the pre-disaster material type or the material currently adopted by the Principal for roadworks in the area, unless otherwise approved by the Superintendent.

1.9 COUNCIL INDUCTIONS

The Contractor shall note that all personnel working on site to deliver the Works Under Contract, along with all approved subcontractor personnel must complete the Principal's induction prior to establishing the worksite or commencing works.

1.10 RESTRICTIONS ON WORKS

The Contractor shall be restricted in the works to be performed under this Contract as follows:

- Roads shall be returned to normal traffic operation outside of working hours and/or during any time that the Contractor is not undertaking works at the site;
- Access to properties shall be maintained at all times throughout the period of the Contract.
- The Contractor shall provide a minimum of 48 hours notice to landowners of any works that will affect the owner's access. Work on the notified owner's access shall not commence prior to the 48 hours notice period, unless the Contractor has written permission from the owner;
- No works on the roads shall occur during the Christmas/New Year period between Saturday 19 December 2026 and Sunday 10 January 2027 inclusive.
- No works on the roads shall occur during the Easter period between Thursday 25 March 2027 and Tuesday 30 March 2027 inclusive.
- During the Christmas/New Year holiday and Easter holiday periods all sealed road works shall be sealed and safe to use for the travelling public without the need for ongoing monitoring by Council or the Contractor's personnel.
- Claims for extra payment arising from these restrictions and any other restriction outlined in the Specification will not be considered.

1.11 DAYS AND HOURS OF WORK

The Contractor shall only undertake works associated with this Contract during the following days and hours:

Monday to Friday	6.00am to 6.00pm
Saturday	6.00am to 6.00pm
Sunday	6.00am to 6.00pm
Public Holidays (national, state and local)	No work permitted

The Contractor shall adjust the hours noted above as required to account for seasons of the year or local weather conditions where low visibility may impact on the safety of site personnel and/or road users. No work on site shall be undertaken in low visibility conditions. Low visibility conditions include but are not limited to hours of darkness, including dawn and dusk and atmospheric and/or weather conditions.

The hours noted above shall not be changed or extended beyond the Contract limits without the prior written approval from the Superintendent. In the case of emergency situations the need for extended work hours shall be notified to the Superintendent at the earliest possible opportunity.

1.12 AFTER HOURS WORKS

If the Contractor wishes to undertake programmed works outside of the hours nominated in Clause 1.10 Days and Hours of Work, then advance approval of the proposed work period shall be sought from the Superintendent and confirmed in writing.

The Contractor must seek written approval at least 48 hours prior to the proposed additional working time.

1.13 CONTRACTORS REPRESENTATIVE

The Contractor shall nominate, in writing, an authorised representative for the Contract. The nominated representative shall be a person an experienced delivering similar Works Under Contract.

The Contractor's nominated representative shall act as the primary contact for the Superintendent and be responsible for administering the Contract.

The Contractor's nominated representative shall supervise all subcontractors during delivery of the Works Under Contract. All queries from sub-contractors shall be directed to the Superintendent via the Contractor's representative.

1.14 CONTRACTOR CONTACTS

The Contractor shall provide phone and email contact details to enable the Contractor's nominated representative to be reliably contacted both within and outside of business hours.

The Contractor shall also supply the Superintendent with all key personnel's contact details to enable efficient contract management in addition to alternative contact options should the nominated representative be unavailable.

1.15 QLEAVE LEVY PAYMENT

The Principal will be responsible for meeting all requirements and payment of the QLeave Levy for works associated with this Contract.

1.16 INSURANCE REQUIREMENTS

General

The Contractor shall effect, maintain and provide evidence of all insurances required under the Conditions of Contract and any other insurance policies required by law for the delivery of the WUC.

Without limiting the Contractor's obligations under the Conditions of Contract, the Contractor shall maintain the following insurances for the duration required by the Contract:

- Insurance of the Works in accordance with Clause 16 of the General Conditions of Contract and Annexure Part A Item 20;
- Public Liability Insurance in accordance with Clause 17 of the General Conditions of Contract and Annexure Part A Item 21;
- workers compensation insurance as required by law;
- compulsory third party motor vehicle insurance for all registered vehicles used in connection with the WUC;
- insurance for plant, equipment and vehicles used by the Contractor, its subcontractors, suppliers or personnel in connection with the WUC; and
- any other insurance required by law or reasonably required for the Contractor to carry out the WUC.

Evidence of Insurance

The Contractor shall provide certificates of currency and any other evidence of insurance reasonably required by the Superintendent prior to commencement of work on site.

The evidence of insurance provided by the Contractor shall demonstrate, as a minimum, that:

- the relevant policy is current;
- the insured party is the Contractor or other party required to hold the insurance;
- the policy applies to the WUC;
- the policy limit is not less than the amount required by the Contract;
- the Principal is noted as an interested party where required by the Contract;
- all required extensions, endorsements or policy conditions required by the Contract are in place; and
- the period of insurance covers the period during which the WUC will be carried out.

Where any insurance is held by a subcontractor, supplier, plant owner, haulage provider or other party engaged by the Contractor, the Contractor shall ensure that evidence of that insurance is provided to the Superintendent if requested.

Commencement of Work

Provision of satisfactory evidence of insurance is a pre-commencement requirement under Part 3 General Specification, Clause 2.8 Pre-commencement Requirements and Commencement of Work.

The Contractor shall not commence work on site, undertake haulage, establish traffic management, deliver plant, establish a worksite, access a gravel pit, establish a camp, or otherwise commence any physical activity associated with the WUC until the Superintendent has received evidence of insurance which satisfies the requirements of the Contract.

Maintaining Insurance

The Contractor shall ensure all required insurance policies remain current and effective for the period required by the Contract.

The Contractor shall provide updated certificates of currency to the Superintendent before any policy expires, is renewed, amended, replaced or cancelled.

The Contractor shall immediately notify the Superintendent if any required insurance is cancelled, lapses, is materially altered, is not renewed, or may not respond to a claim arising from the WUC.

Failure to Maintain Insurance

If the Contractor fails to provide evidence of insurance, fails to maintain any required insurance, or provides evidence of insurance which does not satisfy the requirements of the Contract, the Superintendent may withhold release of any commencement Hold Point, direct that work not commence, direct suspension of affected work, or take any other action available under the Contract.

Any delay, disruption, cost, loss or expense arising from the Contractor's failure to provide or maintain the required insurances shall be borne by the Contractor. The Contractor shall not be entitled to an extension of time, delay costs, a variation or any other adjustment to the Contract Sum arising from that failure.

1.17 CONTRACT MANGEMENT PLAN SUBMISSION

The Contractor shall prepare and submit the following management plan documents to the Superintendent for review and endorsement, prior to the commencement of work on site:

- Work Health and Safety Management Plan
- Fatigue Management Plan
- NHVR Chain of Responsibility Management Plan
- Environmental Management System
- Quality Management Plan
- Temporary Traffic Management Plan
- Inspection and Test Plan

All management plan documentation shall be prepared and submitted in accordance with the requirements of Part 3 General Specification, Clause 1.18 Contract Management Plan Review, Endorsement and Implementation and the referenced clauses.

1.18 CONTRACT MANAGEMENT PLAN REVIEW, ENDORSEMENT AND IMPLEMENTATION

The requirements of this clause shall be read in conjunction with the requirements of Part 2 Conditions of Contract and the referenced clauses within this clause.

Superintendent Endorsement

The Superintendent's endorsement of the submitted management plans shall signify that the plans have been reviewed to ensure they meet the general requirements of the Contract. The endorsement does not imply approval or acceptance of responsibility for the content or implementation of the plans.

The Contractor shall remain fully responsible for the adequacy, implementation, and management of all endorsed plans, and shall ensure that all construction activities are conducted in accordance with the endorsed plans.

Revisions and Updates

The Contractor shall promptly revise and update the management plans as necessary to address any changes in scope, site conditions, or regulatory requirements. All revisions and updates shall be submitted to the Superintendent for review and endorsement prior to implementation on site.

The Contractor shall maintain records of all revisions and provide the Superintendent with updated copies of the endorsed plans.

Non-Compliance

Failure by the Contractor to submit the required management plans for review and endorsement or to implement the endorsed plans in accordance with the requirements of the Contract may result in the suspension of work, withholding of payments, or other remedies available to the Superintendent under the Contract.

Contractor's Responsibility

The Contractor acknowledges that the preparation, submission, and implementation of the management plans are solely the responsibility of the Contractor. The Superintendent's endorsement of the management plans does not relieve the Contractor of any responsibilities or liabilities under this Contract.

The Contractor is responsible for undertaking all training, workshopping, toolbox meetings and personnel engagement required to develop, document and maintain its management systems and documentation. All personnel present on site shall be inducted into the requirements of the Contractor's management systems in addition to routine site specific inductions.

The Contractor shall record and maintain all records associated with its implementation and compliance with the Contract Management Plans. The Contractor shall make all information and records available for audit and inspection if requested.

If the Contractor becomes aware of a non-conformance in the implementation of its management systems and/or a non-conformance is identified via third-party audit, the non-conformance shall be reported to the Superintendent at the earliest opportunity. The Contractor shall report the non-conformance to the Superintendent along with proposed remedial actions. The Contractor shall also report to the Superintendent when the non-conformance has been closed out and the measures implemented to prevent a reoccurrence.

General Management Plan Requirements

The Contractor shall comply with any reasonable direction given by the Superintendent or their representatives relating to the effective and appropriate implementation of management plan requirements.

The Contractor shall comply with the requirements of all local, state and federal legislation and regulations associated with the management and delivery of the Works Under Contract. All costs associated with the Contractor's compliance with these obligations shall be included in the tendered Contract rates.

1.19 NHVR CHAIN OF RESPONSIBILITY

The Principal considers the National Heavy Vehicle Regulator (NHVR) Chain of Responsibility regulations to be an important aspect of road safety for heavy vehicles and other road users. The Principal requires its contractors to implement, operate and maintain a comprehensive NHVR Chain of Responsibility Management Plan which helps to keep all road users safe.

Notwithstanding the requirements of Clause 1.18 Contract Management Plan Submission, Review and Endorsement the Contractor shall supply its Chain of Responsibility Management Plan to the Superintendent for review and endorsement prior to the commencement of work on site. The Contractor's Chain of Responsibility Management Plan shall ensure all personnel having Chain of Responsibility duties are identified and their roles and obligations clearly defined.

The Contractor shall ensure the Chain of Responsibility Management Plan and all work associated with delivery of Works Under Contract involving the use of heavy vehicles is undertaken in accordance with the requirements of the management plan and NHVR law.

The Contractor shall record and maintain all records associated with its implementation and compliance with the NHVR Chain of Responsibility Plan. The Contractor shall make all information and records available for audit and inspection if requested.

1.20 FATIGUE MANAGEMENT

The Principal recognises that fatigue is an important consideration within the overall management of work health and safety. This is particularly the case with the type of work being undertaken and the long distances within the Principal's region. This means fatigue can be a significant factor when ensuring that the Works Under Contract are completed in a safe and efficient manner, while ensuring that all personnel arrive home safely.

Notwithstanding the requirements of Clause 1.18 Contract Management Plan Submission, Review and Endorsement the Contractor shall supply its Fatigue Management Plan to the Superintendent for review and endorsement prior to the commencement of work on site. The Fatigue Management Plan shall apply to all workers associated with the delivery of the Works Under Contract, regardless of their role.

The Contractor shall ensure that all work associated with the delivery of the Works Under Contract and any works requiring the use of heavy vehicles is undertaken in accordance with the requirements of Work Health and Safety legislation and the Fatigue Management Plan. The Fatigue Management Plan shall ensure it meets the requirements of, and addresses the work vs rest hours required under NHVR law.

The Contractor shall record and maintain all records associated with its implementation and compliance with the Fatigue Management Plan. The Contractor shall make all information and records available for audit and inspection if requested.

1.21 BIOSECURITY MANAGEMENT

The Contractor shall take reasonable and practical steps to address and/or mitigate biosecurity risks. The Contractor shall manage and implement its biosecurity obligations under the Biosecurity Act 2014 (QLD).

The Contractor shall be aware of the potential risks associated with carriers and the movement and sourcing of materials, vehicles and machinery and the disturbance, import or export of soils. The Contractor shall ensure that where necessary appropriate measures are implemented that reduce or eliminate, where practicable, the chance of biosecurity risks being exacerbated or a contravention occurring.

1.22 TEMPORARY TRAFFIC MANAGEMENT

The Contractor shall supply, install and maintain all temporary traffic management (TTM) required to complete the Works Under Contract safely, in accordance with the adopted Temporary Traffic Management Plan (TTMP). The Contractor shall ensure that the endorsed TTMP and installed TTM meets the requirements of the Australian Standard AS 1742 "Manual of Uniform Traffic Control Devices" and the Queensland Department of Transport and Main Roads "Manual of Uniform Traffic Control Devices, MUTCD, Part 3 – Work on Roads.

The Contractor shall ensure that the worksite shall be left safe for traffic overnight and when the site is unattended. Any hazards shall be clearly signposted and appropriate traffic management provided.

The Contractor shall ensure that all excess materials from its works are removed from the road surface and disposed of in a suitable manner to the satisfaction of the Superintendent while the site is unattended and at the completion of work on site.

1.23 ACCOMMODATION CAMPS

Accommodation camps supplied by Contractor to house personnel delivering Works Under Contract are to be fully self-contained and managed by contractor. The Contractor shall provide a standard of accommodation which allows all personnel to take care of themselves, rest and recover in a manner that helps to prevent and/or mitigate fatigue.

The Contractor shall only use approved locations for camps. The Contractor shall seek approval from the Superintendent for all proposed camp locations prior to the commencement of work on site. The Contractor shall ensure that the camp extent does not encroach or impact on previously uncleared or unused areas of land. In particular the Contractor shall ensure that no damage to the environment or disturbance to cultural heritage sites and/or artifacts occurs.

The Contractor shall ensure that all sites used for camps are left in a clean and tidy manner. All litter and waste produced by the Contractor's personnel in a camp shall be collected and managed by the Contractor and disposed of in an approved manner in accordance with BSC guidelines.

1.24 COMPLAINTS

The Principal will pass on to the Contractor the details of all complaints received, which are associated with the works. The Contractor shall maintain a record of all complaints received via the Principal or from members of the public. The Superintendent must be advised of all complaints received by the Contractor at the earliest possible opportunity.

The Contractor shall, if the complaint is genuine and with basis, respond to and address the cause of the complaint at the earliest possible opportunity. The Contractor shall notify the Superintendent when the cause of the complaint has been resolved and the details of the resolution.

1.25 APPROVALS AND OTHER LAW

Definitions

In this clause:

Approvals means *certificates, licenses, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges; and*

Authority means *any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality or any other person having jurisdiction.*

Identifying, obtaining and maintaining Approvals

The Contractor shall identify and notify the Principal of all Approvals which are necessary for the completion of Works Under Contract (other than Approvals which the Principal has advised the Contractor it has already obtained). The Contractor must obtain and maintain all such Approvals until all of the Contractor's other obligations under the Contract are complete. The cost of obtaining and maintaining all such Approvals shall be borne by the Contractor.

Compliance

The Contractor shall and must ensure that its Personnel comply with all Approvals and other laws which are in anyway applicable to the delivery of the Works Under Contract, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.

Obtaining or Granting of Approvals by Principal

The Principal gives no warranty and makes no representation that it will be able to obtain, or obtain within any particular timeframe; or where the principal is the relevant Authority, that it will grant, any Approval required for the Contractor to perform the Services.

No fetter

Nothing in the Contract shall be taken to fetter the power, rights or authority of the Principal as the sublessor under the *Land Act 1994 (Qld)* or an Authority under the *Local Government Act 2009 (Qld)*, the Local Government.

1.26 POSSESSION OF SITE

Granting of Possession of Site will be in accordance with the requirement of Part 2 Conditions of Contract Annexure A Item 22 Time for Giving Possession. The Contractor shall not commence physical works on site until the Superintendent has granted Possession of Site in writing.

The Superintendent may negotiate and agree alternative Possession of Site arrangements with the Contractor if site conditions and the progress of other works facilitate alternative arrangements. The Superintendent will not consider claims by the Contractor due to a change to the Possession of Site date.

SECTION 2 – SITE PRELIMINARIES

2.1 WORKS PROGRAM AND PROGRESS

Works Program Submission

The Contractor shall submit to the Superintendent for review, a detailed works program within ten days of the date of contract award. The Contractor shall not commence work on site until the Superintendent has reviewed and endorsed the works program.

Works Program Format and Details

The works program shall be prepared utilising native format Microsoft Project software, or alternative software as approved by the Superintendent. The works program shall be submitted in electronic format with copies in both PDF format and native Microsoft Project file format.

The submitted works program shall include the following information:

- Detailed activities for all construction works.
- Activity dependencies.
- Critical path activities identified for the Works and any Separable Portion of the Works.
- Activity duration indicating the start and finish dates for each activity.
- Milestones which identify significant events including completion of Separable Portions.
- Allowance for adverse weather.
- Non-work periods.

The Contractor's works program should reflect delivery from furthest site to the closest, where possible, to avoid cartage over recently completed work.

The Contractor shall ensure that all works are complete on each road and have been approved by the Superintendent prior to work commencing on a new road.

Works Program Review

The submitted construction program will be reviewed by the Superintendent. If the Superintendent considers that the submitted works program or any subsequent revision does not show sufficient details, or is impractical, or does not comply with the requirements of the Contract, or will not result in completion of the WUC by the Date for Practical Completion, the Superintendent may direct the Contractor to revise and resubmit to the Superintendent an amended works program within five business days for further review.

Works Progress

The Superintendent will monitor the Contractor's progress against the agreed works program throughout the contract period.

The Contractor shall note that if the Principal or Superintendent is not satisfied with the Contractor's progress compared to the agreed works program, the Contractor will be requested to demonstrate how the works will be brought back onto schedule.

If the Contractor is unable or unwilling to bring the works back onto schedule in accordance with the agreed works program to the satisfaction of the Principal or Superintendent, or if it is considered that the work cannot be completed by the Date for Practical Completion, additional resources may be procured by the Principal, and a separable portion of the Works Under Contract may be awarded to a third party to meet works delivery time constraints.

2.2 ADVERSE WEATHER

Notwithstanding the requirements of Clause 34A Delay Costs the Contractor shall make allowance in the submitted works program for adverse weather and the effects of the adverse weather. The Contractor shall make the following allowances for adverse weather in the submitted works program.

Work Package	Adverse Weather Allowance
NEQ Zone 1 (77)	15 Working Days
Bulloo Downs Road (78)	15 Working Days
Tickalara Road (88)	10 Working Days

The adverse weather allowance does not include allowance for periods when works are suspended due to adverse weather. This allowance is included in the Contract duration and is not to be construed as the actual time lost due to adverse weather conditions likely to be encountered during the Contract.

The Contractor's representative shall notify the Superintendent's Project Manager immediately of any time lost due to adverse weather conditions and shall confirm such notification in writing within five business days. The confirmation shall provide details of the nature and extent of delays and the construction activities affected.

The Superintendent, if satisfied that the Contractor has taken reasonable steps to minimise the period of delay, will certify at the end of each month an appropriate period of time lost and will issue to the Contractor a monthly summary of certified time lost. The maximum period of time which will be certified on any working day will be ten hours.

Where the Contractor is required to provide a construction program, only delays affecting critical activities will be considered as time lost due to adverse weather conditions.

If the total period of time certified exceeds the total allowance for the Works Under Contract specified above, the Superintendent will, in accordance with the General Conditions of Contract, grant an extension of time for completion of the Works Under Contract on the basis of one working day for each ten hours of certified time in excess of the allowance. No extension of time will be granted until the total excess period equals ten hours or a multiple thereof. Periods of less than ten hours' duration shall accrue to form part of any subsequent extension of time.

No additional payment for costs arising from extensions of time granted due to excess adverse weather will be made.

2.3 WORK TIMEFRAMES

Notwithstanding the requirements of Clause 39.2 Contractor's Default Parts c) and d) the Contractor shall ensure that all works are programmed to be completed in a timely and efficient manner to enable overall Contract timeframes to be met.

2.4 WORK TO BE DONE BY OTHERS

The Contractor shall note that amongst other activities, the Principal has routine maintenance contractors for road work. The Principal also employs its own maintenance crews who also maintain the road network. The Contractor may from time to time be required to share use of the worksite and stockpile sites with other contractors and/or Council work crews.

The Principal has in place or will award other roadworks contracts to construct, upgrade and/or repair its road network. The Contractor may from time to time be required to share use of the worksite and stockpile sites with other contractors and/or Council work crews. In addition the Contractor's worksite may be impacted by other parties transporting plant, equipment, materials and personnel required to complete works not associated with this Contract.

The Contractor shall ensure it does not delay or hinder the works of others and works collaboratively with other contractors and Council personnel to enable all works to be delivered in a safe, efficient and timely manner. The Contractor shall ensure that sufficient documentary photos and records are taken and kept throughout the Contract Period. This is to ensure that any abnormal damage or degradation of completed works can be identified, quantified and substantiated.

2.5 UTILITY SERVICES

The Contractor shall be responsible for identifying, locating and protecting utility services present on site. The Contractor shall identify any special requirements the utility service authorities have concerning works in the vicinity of their assets.

The Contractor shall take account of any identified restrictions required by utility service authorities to the works in the Tendered rates. Any costs associated with complying with the identified restrictions shall be included in the Contractor's Tendered rates.

If the Contractor or any of its Personnel damage any utility service assets, then:

- The Contractor must immediately report such damage to the owner of the asset and the Superintendent; and
- Comply with the requirements of the owner of the asset (including by paying for any required repairs or renewals).

The Contractor shall also note and account for the presence of private utilities within the road reserve, such as water supply pipes for stock or irrigation purposes. The Contractor shall note that private utilities of this nature are unlikely to be present on Before You Dig plans. The Contractor shall ensure that appropriate measures are taken to ensure that any such utility services are not damaged as a result of the WUC.

2.6 ELECTRONIC RECORDS AND INFIELD APP

The Principal, via the Superintendent, uses an infield data capture and works management application. The data collected by the application program is used to provide reports internally, and externally to other agencies, on the progress of Works Under Contract. The Contractor and its personnel shall be required to use the application program daily as part of works delivery.

The app is used to provide and confirm information about the approved works along with recording the completed works, materials used and problems encountered. The app will also be used by the Superintendent to record inspections completed and final approval of completed works for payment claims.

The Contractor shall supply suitable Android phones or tablets to site personnel to enable the application program to be installed and appropriate login details provided.

The Superintendent will provide training to the contractor's personnel on the usage and Principal's expectations of application program. Additional training relating to the usage and expectations for the application program will be provided as required by the Superintendent.

2.7 COMPLETED WORKS PHOTOGRAPHIC RECORDS

General

In addition to any photographs, video footage, ITP records, Existing Condition Reports, Weekly Reports, proof roll records, inspection records, test records or other records required elsewhere in the Contract, the Contractor shall prepare and submit completed works photographic records for each site and treatment lot.

The purpose of completed works photographic records is to provide a clear, contemporaneous and location-referenced record of the completed WUC, the treatment extent, the finished surface condition, the finished drainage condition, the materials incorporated into the WUC, and the general conformity of the completed work with the Contract.

Photographic Coverage

For each completed site and treatment lot, the Contractor shall take completed works photographs as a minimum:

- at the start of the site;
- at the end of the site;
- at intervals not exceeding 100 metres along the treated length;
- at each change in treatment type;
- at each tie-in to existing work, existing pavement, existing formation, property access, floodway, causeway, culvert, cattle grid, bridge approach or other road-related asset;
- at any location where material has been imported, recovered, removed, replaced, treated, stabilised or blended;
- at any location where grass, vegetation, debris, unsuitable material, surplus material or contamination has been removed from the road formation or treatment area;
- at completed table drains, shoulder interfaces, drainage outlets, scour repairs and erosion protection works forming part of the completed WUC;
- at any location where a Hold Point, Witness Point, non-conformance, rework, corrective action or Superintendent direction applied; and
- at any other location reasonably required to demonstrate the completed condition of the WUC.

Where the treated length is less than 100 metres, the Contractor shall provide photographs sufficient to show the full completed treatment extent, including the start and end of the site.

Photographic Requirements

Completed works photographs shall be clear, dated, location-referenced and of sufficient quality to allow the Superintendent to verify the completed condition of the WUC.

Photographs shall, where practicable, include GPS metadata or other location reference sufficient to identify the road name, site identification number, chainage, direction of travel and treatment location.

Photographs shall be taken in a manner which shows the completed road surface, shoulders, table drain interface, drainage paths, tie-ins, transitions and other relevant work features. Where necessary, the Contractor shall take additional photographs from different positions or directions to clearly show the completed work.

Submission

Completed works photographic records shall be uploaded to the Principal's infield application program unless otherwise directed by the Superintendent.

The Contractor shall submit completed works photographic records:

- progressively as each site or treatment lot is completed;
- before requesting final inspection of the relevant site or treatment lot;
- before including the relevant site or treatment lot in a progress claim as completed work; and

- at or prior to Practical Completion for inclusion in the completed quality records for the WUC.

Incomplete or Inadequate Records

If the completed works photographic records are incomplete, unclear, not location-referenced, not contemporaneous, or do not adequately demonstrate the completed condition of the WUC, the Superintendent may direct the Contractor to provide further photographs, video footage, measurements, notes, inspection records or other evidence.

The Superintendent may withhold release of a Hold Point, withhold final inspection acceptance, or withhold certification of payment for work which is not supported by completed works photographic records required under this clause.

Submission or review of completed works photographic records does not relieve the Contractor of any obligation under the Contract and does not constitute acceptance of the quantity, quality, compliance status or value of the WUC.

Payment

No separate payment shall be made for taking, recording, managing, uploading, submitting, revising or supplementing completed works photographic records. All costs associated with complying with this clause shall be deemed to be included in the Contractor's tendered Contract rates.

The Contractor shall not be entitled to an extension of time, delay costs, a variation or any other adjustment to the contract sum arising from the Contractor's failure to obtain or submit completed works photographic records in accordance with this clause.

2.8 EXISTING CONDITION INSPECTION AND REPORT

General

Prior to commencing work on any road, using any road for haulage, transporting plant, equipment or materials along any road, accessing any nominated gravel pit, stockpile area, camp, turnaround facility or other work area, the Contractor shall undertake an existing condition inspection and prepare an Existing Condition Report in accordance with the requirements of this clause.

The purpose of the Existing Condition Report is to record the condition of the road, road-related assets and other affected infrastructure before the Contractor commences any activity which may affect those assets.

For the purpose of this clause, road-related assets include, but are not limited to:

- cattle grids, grid frames, grid abutments, grid approaches, wing fencing and associated gates;
- culverts, floodways, causeways, table drains, tail out drains, headwalls, end walls, pits, inlets, outlets and erosion protection;
- road signs, sign posts, guide posts, delineators, markers, safety barriers, guardrails and end treatments;
- sealed pavements, unsealed pavements, shoulders, batters, verges, stock routes, private accesses and turnarounds;
- bridges, approach slabs, aprons, rock protection, stone pitching and other drainage or protection works;
- fences, gates, private utility services, stock watering infrastructure; and
- any other asset within or adjacent to the road reserve which may be affected by the WUC, haulage, access, site establishment or Contractor's activities.

Timing of Existing Condition Inspection

The Contractor shall complete and submit an Existing Condition Report for each road not less than 72 hours prior to the Contractor's intended commencement of work on that road or intended use of that road for haulage, access or transport of plant, equipment or materials.

The Contractor shall not rely on an Existing Condition Report prepared at the commencement of the Contract for roads that will not be worked on or used until a later stage of the Contract. The Existing Condition Report for each road shall be prepared sufficiently close to the intended commencement of work or use of that road to provide a reliable record of the road and asset condition at that time.

Where the Contractor changes its haulage route, access route, turnaround locations, stockpile locations, gravel pit access route, camp access route or any other area to be used for the delivery of the WUC, the Contractor shall prepare and submit a further Existing Condition Report for the additional road or area prior to its use.

The submission of an Existing Condition Report and the release of the Hold Point under this clause is a condition precedent to the Contractor commencing work on the relevant road or using the relevant road for haulage, access or transport of plant, equipment or materials.

Inspection Requirements

The Contractor shall inspect the full length of each road, access route and haulage route proposed to be used by the Contractor. The inspection shall include all roads on which WUC will be undertaken and all roads that will be used by the Contractor to access the worksite or haul materials to and from the worksite.

The Existing Condition Report shall include, as a minimum:

- road name, location, chainage limits and inspection direction;
- date and time of inspection;
- name and role of the person undertaking the inspection;
- proposed date for commencement of work, haulage or use of the road;
- details of the proposed use of the road, including haulage, plant transport, access, site establishment, stockpile access or other use;
- photographs and video footage of the general road condition;
- photographs and video footage of all road-related assets;
- photographs and video footage of any existing damage, poor condition, distress, deformation, cracking, settlement, erosion, scour, impact damage, missing components, loose fittings, unsafe condition or other relevant defect;
- identification of any asset which the Contractor considers may not be suitable for the Contractor's proposed work methods, haulage loads, traffic volumes, vehicle types or construction activities;
- identification of any road-related asset requiring protection, temporary strengthening, avoidance, repair, replacement, alternative access, traffic management or other control before the Contractor commences work or use;
- details of any private utility services, property accesses, gates, cattle grids, fences, water infrastructure or other private assets identified during the inspection;
- any proposed controls to prevent damage arising from the Contractor's activities; and
- any matter requiring direction from the Superintendent before the Contractor commences work or use of the relevant road.

Photographic and video evidence shall be clear, dated, location-referenced and of sufficient quality to identify the relevant asset and its condition. Where practicable, photographs and video footage shall include GPS location metadata or other location reference sufficient to allow the asset to be identified during subsequent inspections.

Cattle Grids, Bridges and Drainage Assets

The Contractor shall specifically inspect and record the condition of all cattle grids, bridges and drainage assets, and their associated road-related assets located on any road proposed to be worked on or used by the Contractor.

The inspection of each asset shall include, as a minimum and where applicable:

- the grid deck, grid frame, cross members and support members;
- bridge deck or causeway running surface;
- abutments, foundations and approaches;
- settlement, displacement, deformation, corrosion, cracking, loose members or impact damage;
- wing fencing, gates and stock control infrastructure;
- road surface condition on each approach; and
- any matter which may affect the ability of the asset to safely accommodate the Contractor's proposed vehicles, loads, traffic volumes or work methods.

If the Contractor identifies that an item of infrastructure or other road-related asset is damaged, poorly maintained, structurally suspect, unsafe, unsuitable for the Contractor's proposed use or at risk of damage from the Contractor's activities, the Contractor shall immediately notify the Superintendent and shall not use or traffic the asset until appropriate controls have been implemented or a direction has been issued by the Superintendent.

Submission and Hold Point

The Existing Condition Report shall be submitted to the Superintendent in writing and, where required by the Superintendent, through the Principal's infield application program.

HP Hold Point: The Contractor shall not commence work on the relevant road, use the relevant road for haulage, access or transport of plant, equipment or materials, or traffic any road-related asset identified in the report, until the Superintendent has confirmed receipt of the Existing Condition Report and released the Hold Point.

The Superintendent may direct the Contractor to provide further photographs, video footage, notes, measurements or other records where the Existing Condition Report is incomplete, unclear or does not adequately record the condition of the relevant road or road-related assets.

The Superintendent's receipt or review of an Existing Condition Report does not constitute acceptance by the Principal of the condition of any road or road-related asset, does not confirm that the report is complete or accurate, and does not relieve the Contractor from responsibility for protecting roads and road-related assets from damage caused by the Contractor's activities.

Contractor's Responsibility for Existing Conditions and Damage

The Contractor shall plan, sequence and undertake the WUC, haulage, access and all other activities so as to avoid damage to existing roads, road-related assets and other infrastructure.

If the Existing Condition Report identifies an existing defect, poor condition or other risk, the Contractor shall implement appropriate controls to prevent further damage arising from the Contractor's activities. Such controls may include changes to haulage routes, reduction of loads, restriction of vehicle types, temporary protection, temporary traffic management, local repair, alternative access arrangements, or other measures approved or directed by the Superintendent.

If the Contractor uses a road or road-related asset without first complying with this clause, or if damage occurs to a road or road-related asset used or trafficked by the Contractor and the damage was not recorded in an Existing Condition Report accepted for the purposes of releasing the Hold Point, the damage will be deemed to have been caused by the Contractor unless the Contractor demonstrates to the reasonable satisfaction of the Superintendent that the damage was not caused or contributed to by the Contractor, its personnel, subcontractors, suppliers, haulage vehicles, plant, equipment or work methods.

The Contractor shall immediately notify the Superintendent of any damage to roads, road-related assets or other infrastructure arising during the delivery of the WUC. Unless otherwise directed by the Superintendent, the Contractor shall repair, reinstate or replace any damage caused or contributed to by the Contractor at its cost and to the standard directed by the Superintendent.

Records During and After Use

The Contractor shall maintain records of road and asset condition during the period that each road is being worked on or used for haulage, access or transport of plant, equipment or materials. The Contractor shall provide updated photographs, video footage and condition records if directed by the Superintendent.

Where directed by the Superintendent, the Contractor shall undertake a final condition inspection of any road, haulage route, access route, gravel pit access road, stockpile access route, turnaround facility or other area used by the Contractor before demobilising from that road or area.

Payment

All costs associated with undertaking existing condition inspections, preparing and submitting Existing Condition Reports, providing photographs and video footage, attending any joint inspections, implementing controls necessary to prevent damage, and maintaining records in accordance with this clause shall be deemed to be included in the Contractor's tendered Contract rates and no separate payment shall be made.

The Contractor shall not be entitled to an extension of time, delay costs or any other adjustment to the Contract Sum arising from the Contractor's failure to submit a compliant Existing Condition Report, failure to allow sufficient time for review, failure to identify risks, or failure to implement appropriate controls to protect roads and road-related assets.

2.9 PRE-COMMENCEMENT REQUIREMENTS AND COMMENCEMENT OF WORK

General

This clause applies in addition to the requirements of the Conditions of Contract, the General Specification and the Technical Specification relating to possession of site, management plans, quality requirements, work health and safety, temporary traffic management, approvals, programming, inductions, inspections and commencement of work.

The Contractor shall not commence physical works on site unless:

- the Principal has given Possession of Site in writing;
- the Contractor has satisfied all pre-commencement requirements of the Contract relevant to the work to be undertaken;
- the Superintendent has endorsed or otherwise accepted the documents required to be endorsed or accepted before commencement;
- the Contractor has provided the required written notice of intention to commence work; and
- the Hold Points applicable to commencement of work have been released.

For the purpose of this clause, commencing work on site includes site establishment, delivery of plant, establishment of temporary traffic management, construction activities, material haulage, use of haul roads, extraction or loading of materials, establishment or use of camps, use of stockpile areas, use of turnaround areas and any other physical activity associated with delivery of the WUC, except for inspections, meetings, inductions or other preliminary activities expressly authorised in writing by the Superintendent.

Pre-commencement Requirements for the Contract Works as a Whole

Prior to commencement of work on site, the Contractor shall complete and submit all documents and/or evidence of endorsements and approvals required by the Contract for commencement of WUC, including, as applicable:

- evidence of insurance required under the Contract;

- security required under the Contract;
- nomination in writing of the Contractor's authorised representative;
- phone and email contact details for the Contractor's representative and key personnel, including alternative contact details for periods when the primary representative is unavailable;
- approval of subcontractors required under the Contract;
- evidence that all personnel and approved subcontractor personnel who will work on site have completed the Principal's induction where required;
- all licences, permits, accreditations, certificates, authorisations, approvals and other requirements necessary for the Contractor to carry out the WUC;
- the detailed works program, submitted in the required format and endorsed by the Superintendent;
- Work Health and Safety Management Plan;
- Fatigue Management Plan;
- NHVR Chain of Responsibility Management Plan;
- Environmental Management System or Environmental Management Plan;
- Quality Management Plan;
- Temporary Traffic Management Plan;
- Inspection and Test Plans required for the initial work activities;
- Safe Work Method Statements and other site specific work health and safety documents required for the initial work activities;
- evidence that the Contractor's relevant personnel have been inducted into the requirements of the Contractor's endorsed management plans and site specific controls;
- details of proposed accommodation camp locations where accommodation camps are proposed;
- arrangements for use of the Principal's infield application program, including suitable devices and completion of any training required by the Superintendent;
- identification of utility services and private services within the work areas and proposed measures for their protection;
- details of proposed water sources and copies of any permits, licences or written private agreements required before water extraction or use;
- details of proposed material sources, gravel pit access arrangements, haulage routes and controls for maintaining pit access roads and haul roads;
- any proposed use of stockpile areas, turnaround facilities or access routes requiring approval under the Contract; and
- any other document, information, approval, endorsement, inspection, test, control or direction which the Contract requires to be provided, obtained, endorsed, accepted or completed before commencement of work on site.

The Superintendent may direct the Contractor to provide additional information or revise and resubmit any document which does not adequately address the requirements of the Contract.

Endorsement or review of any document by the Superintendent does not relieve the Contractor of responsibility for the adequacy, accuracy, implementation or effectiveness of the document, plan, procedure, control or work method.

Notice of Intention to Commence Work

Following the issuing of Possession of Site and satisfaction of the pre-commencement requirements for the Contract Works as a whole, the Contractor shall provide not less than 72 hours' written notice to the Superintendent of the Contractor's intention to commence work on site.

The notice shall identify:

- the proposed commencement date and time;
- the road or roads on which work will commence;
- the initial work activities and treatment types to be undertaken;
- the plant, personnel and subcontractors proposed to be mobilised;

- the haulage routes, access routes, gravel pits, stockpile areas and turnaround facilities proposed to be used; and
- any matters requiring inspection, approval or direction from the Superintendent prior to commencement.

Pre-commencement Requirements for Each New Road

Prior to commencing work on each new road, or using each new road for haulage, access or transport of plant, equipment or materials, the Contractor shall satisfy the road specific pre-commencement requirements of the Contract.

The Contractor shall provide not less than 72 hours' written notice to the Superintendent of its intention to commence work on each new road.

The notice for each new road shall include, as a minimum:

- road name and chainage limits;
- proposed commencement date and time;
- proposed treatment types and work activities;
- confirmation that the Contractor has checked and confirmed the work details, set out information, QRA site identification, chainages, direction of works and treatment type;
- confirmation that any discrepancies in the work details have been notified to the Superintendent and direction has been received;
- relevant ITPs and Hold Points applicable to the work activities proposed to commence;
- confirmation that all personnel and subcontractors undertaking the work have been inducted into the relevant site specific controls, management plans and work methods;
- confirmation that required notices to landowners have been given where property access will be affected;
- confirmation that the road is not closed under the Principal's Road Report and is not affected by wet weather or other conditions which would prevent haulage or work under the Contract;
- details of material sources, water sources, haulage routes, access routes, stockpile areas and turnaround facilities proposed to be used for the road; and
- any other matter which the Superintendent reasonably requires to confirm that work may commence on the new road.

The Contractor shall not commence work on a new road unless the Superintendent has confirmed that the road specific commencement Hold Point has been released.

Hold Point – Commencement of Work

HP **Hold Point:** Commencement of work on site is a Hold Point.

The Contractor shall not commence work on site, commence work on a new road, use a road for haulage or access, or commence any physical activity associated with the WUC, until the applicable commencement Hold Point has been released by the Superintendent.

The Superintendent may withhold release of a commencement Hold Point if the Contractor has not satisfied the requirements of the Contract, if required documents have not been submitted or endorsed, if required inspections or condition reports have not been completed, if the road or site is unsafe, if the work cannot be undertaken in accordance with the endorsed management plans, or if the Superintendent reasonably considers that commencement would create an unacceptable risk to the Works, road users, existing assets, the environment, adjoining landowners, the Principal or the public.

Unauthorised Commencement

If the Contractor commences work, haulage, access or any other physical activity without satisfying the requirements of this clause, the Superintendent may direct the Contractor to stop work, suspend the affected work, remove plant or personnel, provide additional documents or records, undertake additional inspections

or testing, rectify any non-conformance, repair any damage, or take any other action available under the Contract.

Any delay, disruption, cost, loss of productivity, remobilisation cost, additional attendance, rework, rectification, testing, inspection or other cost arising from the Contractor's failure to satisfy the pre-commencement requirements or from unauthorised commencement shall be borne by the Contractor.

The Contractor shall not be entitled to an extension of time, delay costs, a variation or any other adjustment to the Contract Sum arising from the Contractor's failure to satisfy the requirements of this clause.

Payment

No separate payment shall be made for the preparation, submission, revision, endorsement, implementation or administration of documents, inspections, reports, notices, inductions, approvals, training, meetings, records, management systems, traffic management planning, site specific controls or other pre-commencement requirements under this clause. All such costs shall be deemed to be included in the Contractor's tendered Contract rates.

2.10 WEEKLY REPORT

General

The Contractor shall prepare and submit a Weekly Report to the Superintendent for each week during which any WUC, haulage, material extraction, material loading, material purchase, material stockpiling, water carting, site establishment, site maintenance, demobilisation or other activity associated with the Contract is undertaken.

The Weekly Report shall be submitted using the template provided by the Superintendent.

Timing

The Weekly Report shall be submitted to the Superintendent on the first working day of each week and shall report on all relevant activities undertaken during the preceding week.

Where no work has been undertaken during the preceding week, the Contractor shall submit a nil report unless otherwise directed by the Superintendent.

Minimum Content

The Weekly Report shall include, as a minimum:

- road names and site identification numbers worked on during the reporting period;
- quantities of work completed during the reporting period;
- quantities of material extracted, loaded, purchased, delivered, placed and stockpiled during the reporting period;
- cumulative quantities of material extracted, loaded, purchased, delivered, placed and stockpiled to date;
- material source locations, including gravel pits, quarries, private sources and stockpile locations;
- roads and haulage routes used for carting materials;
- water quantities used during the reporting period and the sources;
- subcontractors used during the reporting period;
- progress against the endorsed works program;
- works proposed for the next reporting period;
- Hold Points requested, released or outstanding;
- testing, inspection and quality records completed or outstanding;
- non-conformances, defects, rework, rejected work or unresolved quality matters;
- WHS incidents, near misses, hazards, corrective actions and outstanding WHS matters;

- fatigue management matters, including any fatigue exceedances, breaches, corrective actions or concerns;
- NHVR Chain of Responsibility matters, including any mass, dimension, loading, speed, fatigue, maintenance or scheduling issues;
- environmental incidents, near misses, complaints, corrective actions and outstanding environmental matters;
- biosecurity matters and controls implemented;
- stakeholder, landowner, road user or public complaints and actions taken;
- damage to roads, road-related assets, utilities, private infrastructure or other property;
- delays, disruptions, wet weather impacts, road closures or other matters affecting progress; and
- any other matter which should reasonably be brought to the attention of the Superintendent.

Supporting Records

When requested by the Superintendent the Contractor shall attach to the Weekly Report all supporting records reasonably required to verify the report, including, where applicable:

- tip dockets, load sheets and cartage records;
- loader scale records and calibration records;
- water usage records;
- water extraction permits or private water agreements;
- inspection records;
- ITP records;
- test results;
- incident reports;
- non-conformance reports; and
- any other records requested by the Superintendent.

Review by Superintendent

The Superintendent may review the Weekly Report and may direct the Contractor to provide further information, amend the report, correct any error, provide supporting records, or address any issue identified in the report.

Submission or review of a Weekly Report does not relieve the Contractor of any obligation under the Contract and does not constitute acceptance of the quantity, quality, progress, compliance status or value of the WUC.

Failure to Submit Weekly Report

Failure to submit a Weekly Report in accordance with this clause may be treated as a failure to maintain the records required under the Contract.

The Superintendent may withhold certification of payment for work or materials not supported by adequate records, require the Contractor to provide additional records, or take any other action available under the Contract.

No separate payment shall be made for preparing, submitting, revising or supporting Weekly Reports. All costs associated with Weekly Reports shall be deemed to be included in the Contractor's tendered Contract rates.

2.11 PROJECT MEETINGS

General

The Contractor shall attend fortnightly project meetings with the Superintendent, Project Manager, project delivery team and any other persons reasonably required by the Superintendent.

The purpose of the project meetings is to review progress, monitor delivery of the WUC, discuss current and emerging issues, coordinate upcoming work, and resolve matters affecting safety, quality, environmental

management, programming, haulage, materials, water, stakeholders, approvals, payment and completion of the WUC.

Attendance

The Contractor shall ensure that its authorised representative attends each project meeting.

The Contractor shall also ensure that any key personnel, subcontractor representatives or specialist personnel required to properly address agenda items attend the meeting when requested by the Superintendent.

The Contractor's attendees shall have sufficient knowledge and authority to discuss the WUC, provide information, make commitments on behalf of the Contractor and respond to matters raised by the Superintendent.

Meeting Arrangements

Project meetings shall be held fortnightly, unless otherwise directed by the Superintendent.

Meetings may be held in person, by videoconference, by teleconference, or by any other method approved by the Superintendent.

The Superintendent will determine the time, location and format of each meeting and may issue an agenda before the meeting.

Agenda Items

Project meetings may include discussion of:

- progress against the endorsed works program;
- works completed during the previous period;
- works planned for the next period;
- resourcing, plant, personnel, subcontractors and haulage arrangements;
- quantities of work completed and materials used;
- material sources, gravel pit access, haulage routes, stockpiles and water sources;
- WHS, fatigue management and NHVR Chain of Responsibility matters;
- environmental, biosecurity and stakeholder matters;
- quality, testing, ITPs, Hold Points, non-conformances and rework;
- existing condition reports, road condition, asset damage and haul road maintenance;
- delays, disruptions, adverse weather, road closures and access constraints;
- claims, notices, variations, payment matters and outstanding directions;
- issues requiring decision, direction or escalation; and
- any other matter relevant to the proper delivery of the WUC.

Meeting Records and Actions

The Superintendent may prepare and issue minutes or an action register following each project meeting.

The Contractor shall review the minutes or action register and notify the Superintendent of any proposed correction within two business days of receipt. If no correction is notified within that period, the minutes or action register will be taken to be an accurate record of the matters discussed and actions agreed or directed.

The Contractor shall complete all actions allocated to it within the timeframe stated in the minutes, action register or direction of the Superintendent.

Failure to Attend or Participate

If the Contractor fails to attend a project meeting, fails to ensure appropriate personnel attend, or fails to provide information reasonably required for the meeting, the Superintendent may direct the Contractor to provide the required information in writing and may take any other action available under the Contract.

No separate payment shall be made for attendance at project meetings, preparation for project meetings, provision of information, review of minutes, or completion of actions arising from project meetings. All such costs shall be deemed to be included in the Contractor's tendered Contract rates.

SECTION 3 – MEASUREMENT AND PAYMENT

3.1 GENERAL

This section covers the requirements for measurement and computation to be used in the determination of quantities of materials furnished and work performed under the Contract and provides the basis for payment.

Except for the specific items listed in this section, or unless otherwise specified, lengths and areas will be measured in the horizontal plane.

Where payment is made at rate per unit, payment will be made at the relevant tendered rate for the measured quantities of materials supplied and work performed in accordance with the requirements of the Contract.

3.2 PREPARATION AND MAINTENANCE OF MANAGEMENT SYSTEMS

No separate payment shall be made for the costs of work associated with planning, establishing, implementing and maintaining Contract Management Systems. All costs associated with planning, establishing, implementing and maintaining Contract Management Systems will be deemed to be included in the Contract Rates.

3.3 JOINT MEASUREMENT

Unless otherwise specified, a joint measure shall be undertaken to confirm final quantities of all works completed under the Contract.

The Contractor shall notify the Superintendent in sufficient time and at such appropriate time to enable a joint assessment by the Superintendent and the Contractor.

3.4 MEASUREMENT BY MASS

Where material is to be measured by mass it shall be measured in tonnes to the nearest one tenth of a tonne. The Contractor shall measure and document the mass of all materials supplied under the Contract in accordance with the Specification and the Contractor's Quality Plan. The Contractor shall supply all necessary documentation, objective where possible, of the quantity of material used.

Further, the Contractor shall provide, on request by the Superintendent, objective evidence to the ongoing verification of the accuracy of any weighing devices to assure the Superintendent of the accuracy of the measured mass of material delivered.

3.5 MEASUREMENT BY LENGTH

Where work is to be measured by length it shall be measured in meters to the nearest one tenth of a meter. The Contractor shall measure and document the length of all work completed under the Contract in accordance with the Specification and the Contractor's Quality Plan.

Further, the Contractor shall provide, on request by the Superintendent, objective evidence to the ongoing verification of the accuracy of any measuring devices to assure the Superintendent of the accuracy of the measured length of work completed.

3.6 MEASUREMENT BY AREA

Where work is to be measured by area it shall be measured in square meters to the nearest one tenth of a square meter. The Contractor shall measure and document the area of all work completed under the Contract in accordance with the Specification and the Contractor's Quality Plan.

Further, the Contractor shall provide, on request by the Superintendent, objective evidence to the ongoing verification of the accuracy of any measuring devices to assure the Superintendent of the accuracy of the measured area of work completed.

3.7 MEASUREMENT BY VOLUME

Where work is to be measured by volume it shall be measured in cubic meters to the nearest one tenth of a cubic meter. The Contractor shall measure and document the volume of all work completed under the Contract in accordance with the Specification and the Contractor's Quality Plan.

Further, the Contractor shall provide, on request by the Superintendent, objective evidence to the ongoing verification of the accuracy of any measuring devices to assure the Superintendent of the accuracy of the measured volume of work completed.

3.8 MEASUREMENT BY EACH

Where work is to be measured by each it shall be measured as a singular item or numbers of items measured as a whole number. The Contractor shall measure and document the number of items delivered or work completed under the Contract in accordance with the Specification and the Contractor's Quality Plan.

Further, the Contractor shall provide, on request by the Superintendent, objective evidence to the ongoing verification of the accuracy of any measuring devices to assure the Superintendent of the accuracy of the measured items delivered or included in the works.

3.9 PAYMENT REDUCTION

Work which fails to fully satisfy the specified standards but is acceptable on reduced payment, will be valued by the Superintendent. The reduced payment will be based on rates submitted in the Schedules or where no rate or reference table is provided, on the value or rate for the work as agreed between the Superintendent and the Contractor. Where no agreement can be reached the work will be valued by the Superintendent.

3.10 MEASUREMENT AND PAYMENT OF SCHEDULE OF RATES ITEMS – SCHEDULE K1

Measurement for Schedule of Rates Items in Schedule K1 – Contract Works Pricing Schedule, will be made using the units denoted in the schedule of rates table against the applicable item.

Payment for Schedule of Rates Items in Schedule K1 – Contract Works Pricing Schedule, will be made using the tendered rate in the schedule of rates table. Tendered rates shall include full compensation for the supply of all labour, materials, plant, overheads, profit and any other costs incurred in completing the specified work covered by the item.

3.11 MEASUREMENT AND PAYMENT OF PLANT AND PERSONNEL – SCHEDULE K2

From time to time additional works to those specified in Schedule K1 may be instructed by the Superintendent. Where relevant rates are listed in Schedule K2 Additional Works Pricing Schedule, these shall be used as the basis of payment. Where no such rate exists the value of works shall be determined in accordance with Clause 36 Variations of the General Conditions of Contract.

Payment for items in Schedule K2 – Additional Works Pricing Schedule, will be made using the tendered rate in the schedule of rates table. Tendered rates for plant, equipment and personnel shall include full compensation for the supply of the plant, equipment and personnel and include appropriate allowances for labour, overheads, profit and any other costs incurred in supplying the item.

No payments will be made for standby of plant, equipment and personnel.

3.12 PAYMENTS TO CONTRACTOR

All payments due to the Contractor for works, supplies or services provided under this Contract will be made by Electronic Funds Transfer (EFT).

Within 14 days of award of the Contract, the Contractor shall submit the following details to the Superintendent:

name and address of a financial institution participating in the Direct Entry System to which payment is to be made;

- relevant Bank State Branch code or participating financial institution number (BSB);
- account name; and
- account number.

The Contractor shall within seven days of any change to the above details inform the Superintendent in writing of that change. The Principal shall not be responsible for any delay in transmission of funds arising from incorrect or out-of-date information supplied by the Contractor.

Payments to the Contractor shall be deemed to have been made by the Principal within 24 hours from the date the Principal has:

- (a) correctly entered all necessary information; and
- (b) sent; and
- (c) had processed under a processing date;

all relevant debits online into the Electronic Funds Transfer System.

The Principal shall not be responsible for any delays or failures in transmission of funds arising from or relating to system failure, temporary system constraints or other functional transfer problems in the EFT direct entry system.