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GENERAL CONDITIONS OF CONTRACT

SUPPLEMENTARY CONDITIONS OF CONTRACT
CONDITIONS OF TENDERING

CONTRACT NO: TEN/0174 FOR: Port Sewer Gravity Main

Tenders will close 2.00 pm AEST Tuesday, 28 February 2017 at Bundaberg Regional Council’s Bundaberg Administration Centre, 186-190 Bourbong Street, Bundaberg. Public opening will commence at 2.30 pm AEST the same day.

1. The Principal will accept Tenders submitted using the follow process:

   **Electronic submission via LG Tender Box**
   LG Tender Box is an online tendering portal of choice for many local governments and other entities. It streamlines the procurement process by providing an easy to use electronic system for Tenderers wishing to respond to public sector tenders. Registered businesses can download tender documents, participate in tender forums and lodge electronic submissions. Register online at www.lgtenderbox.com.au

   Electronic submissions via LG Tender Box must be submitted before the specified closing time. Any Tender not in this electronic tender box before the closing time will not be considered, unless there is evidence satisfactory to the Principal that such Tender was submitted prior to the closing time.

   Any notice or addendum provided to Tenderers shall be posted on the LG Tender Box online forum.

   **Note:** The final date for accepting questions regarding this Tender via any medium, including but not limited to the LG Tender Box Online Forum, is close of business Wednesday 22 February 2017. Any questions after this date will not receive a response.

2. Every Tenderer must complete the **Tender Forms and Schedules** provided in Volume 2 and submit as part of their Tender response. **Note:** Completion is mandatory for a complying tender.

3. Tenders received by telephone, e-mail or facsimile will not be considered.

4. Pricing is excluding GST and is in Australian dollars.

5. Pricing validity period is 60 days.

6. The whole of the Works specified will be let in one contract except where such work is divided into sections or where the specification calls for one or more articles or sets of articles, in which case the Principal reserves the right of accepting a Tender for the whole of the Works, or separate Tenders for any one or more of the sections of articles. Tenderers may offer an alternative price/s to apply in the event of one or more sections of the Work or one or more articles or sets of articles being accepted.

7. Each Tenderer shall show in its Tender the time within which they are prepared to perform the Contract, unless a time for completion of the Contract is specified in the Tender documents.

8.
   a. Where the Contract is on a fixed price basis, the Contract shall not be subject to any variation in price contingent on variation in rates of wages, price of materials, or other factors;
   b. Where the Contract allows for such variation, each Tenderer shall lodge with their Tender:
      i. written particulars clearly defining the method to be adopted in determining any and every variation of Tender price contingent on variation in rates of wages, price of materials, or other factor;
      ii. basic information necessary to enable the defined method of variation to be applied.
   c. There shall be no variation in price in respect to rates of wages, price of materials or other factor, occurring after the time fixed for the completion of the Contract or any extension of time under the Contract approved by the Principal;
   d. Should a Tenderer fail to lodge the information required in Clause 8 (b) (i) and (ii) with the Tender, no price variation shall apply to the Contract.
9. The Principal is not bound by any verbal advice given or information furnished by any Officer of the Principal in respect of the Contract, but will be bound only by written advice or information furnished by the Principal.

10. Before making a decision on the Tenders, the Principal may invite all persons who have submitted a Tender to change their Tender to take account of a change in the Tender Specifications or may request additional information to further evaluate the offer.

11. The Principal shall not be bound to accept the lowest or any Tender, nor will the Principal be responsible for any expenses or losses which may be incurred by any Tenderer in the preparation of the Tender.

12. Any Tender which does not comply in every respect with the requirements of the conditions and specifications may be rejected.

13. The Principal shall not be bound to communicate and/or advertise the value of submissions of any Tenderer during public openings. The Principal will notify attendees at the public opening of the name and address of the Tenderer that has tendered for the respective Contract.

14. Tenders are to be finalised and awarded within 90 days of the Tender Opening Date. Contracts not awarded within 90 days will be withdrawn unless exceptional circumstances apply i.e. complexity.
1 PREAMBLE

The Conditions of Tendering have been prepared in accordance with the obligations of the Principal contained in the Australian Standard AS 4120, Code of Tendering, which sets out the ethics and obligations of the Principal and Tenderers in tendering in the construction industry.

Tenderers and Principal shall comply with the requirements of this AS 4120. In particular attention is drawn to the obligations of Tenderers, in the preparation and submission of their tender for this project.

Without limiting the above obligations:

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.
- Any Tenderer who directly or indirectly canvasses support from an elected member or servant of the Council will be disqualified.
2 SCOPE OF WORKS

2.1 PROJECT INFORMATION

Bundaberg Regional Council is undertaking continual development of the coastal sewer network from the Port of Bundaberg to Coral Cove through the installation of new sewer infrastructure. The port sewer gravity main project will provide a connection from the recently constructed sewer pump station to properties along Marina Drive, refer to Figure 1 - Location of Works. Tenderers are requested to provide pricing for two (2) options as follows:

Pricing Option 1:

The Works under the Contract to be in accordance with the Contract Documents with no deviations. Refer to Bill of Quantities for Option 1.

Pricing Option 2:

The Works under the Contract to be in accordance with the Contract Documents with deviations as follows:

1/ Alternative sewer gravity main pipe detail: 225 DICL (CAC) SP-SO PN20 from Manhole 2/S1 to 4/S1. (That is, pipework to be SP-SO in lieu of flanged)

Refer to bill of quantities for Option 2.

Figure 1 – Location of Works
2.2 WORKS UNDER THE CONTRACT

The Works under the Contract (WUC) are as detailed in the Project Drawings, Technical Specification, Supplementary Conditions of Contract and the Water Services Association of Australia (WSAA) Code of Australia with specific reference to:

- WSA 02-2014-3.1: WSAA Gravity Sewerage Code of Australia

The above reference was used together with the following documents:

- BRC amendments to WSA - The Sewerage Code of Australia
- SEQ Sewerage Standard Drawings
- WSAA Sewerage Code Australia Standard Drawings
- SEQ Water Supply Standard Drawings adopted by BRC with amendments
- BRC Standard Drawings

The WUC includes all labour, plant, equipment, materials, consumables and appliances to perform all work associated with the installation of the sewer gravity main (including associated fittings and ancillary infrastructure), in accordance with the Contract.

This WUC includes, but is not limited to:

- The establishments / disestablishment / supply to site of all labour, plant, equipment, materials and consumables required to complete the Works in accordance with the Contract.
- Establishment / disestablishment of site facilities, survey and set-out and the erection of all temporary infrastructure, including security fencing.
- Provision of such management plans and deliverables necessary to initiate the Works and manage the ongoing works as detailed in the Contract Documents.
- Design and construction of temporary works to facilitate the installation of the sewer gravity main. (E.g. dewatering, benching and shoring requirements).
- Protection of any adjacent Council or third party property including all roads and utilities during construction and reinstatement of any damage.
- All clearing and grubbing works required to facilitate the installation of the sewer gravity main.
- The stripping, processing and stockpiling of site topsoil for re-use.
- All excavations to the specified depths associated with the sewer pressure main.
- Supply and installation of geotextile, rock, screenings, embedment and trench fill material as specified.
- The supply, delivery and installation of all pipe, fittings and ancillary infrastructure associated with the sewer gravity main to meet the specified requirements nominated within the Contract Documentation.
- Backfilling and compaction to the sewer gravity main.
- Directional drilling sections of sewer gravity main as detailed on the project drawings.
- All testing requirements as outlined the relevant WSA publication and the Technical Specification.
- Provision of As-Constructed information, Quality Assurance documentation, commissioning documentation and necessary handover information as detailed in the Contract Documents.
- Reinstatement of all areas affected by the Works to at least a like for like pre-works condition.
- Disposal of all materials surplus to the Works.
2.3 RELEVANT DOCUMENTS

2.3.1 VOLUME 1—Conditions of Contract

Conditions of Tendering
Contract Information
Tender Submission Information
General Conditions of Contract (AS2124-1992)
Annexure to the Australian Standard General Conditions of Contract - Part A
Supplementary Conditions of Contract

2.3.2 VOLUME 2—Returnable Schedules

Mandatory Schedules for Complying Tender
- Tenderer's Particulars (Forms 1.1 to 1.9 inclusive of Vol. 2)
- Tender Form
- Bill of Quantities
- Dayworks Schedules
- Register of Tenderer's Local Content
- Tenderer's Declarations and Acknowledgements (Forms 2.1 to 2.3 inclusive of Vol. 2)
- FM-7-116 Bundaberg Regional Council's General WH&S Requirements

Schedules for Non-financial Criteria Evaluation
- Construction Programme
- Construction Methodology

2.3.3 VOLUME 3—Contract Drawings and Standard Drawings

Port Sewer Gravity Main

124386 A Locality Plan and Drawing Index
124387 A Setout Details and Legend
124388 A Layout Plan 1 of 6
124389 A Layout Plan 2 of 6
124390 A Layout Plan 3 of 6
124391 A Layout Plan 4 of 6
124392 A Layout Plan 5 of 6
124393 A Layout Plan 6 of 6
124394 A Longitudinal Sections 1 of 2
124395 A Longitudinal Sections 2 of 2
124396 A Embedment Types
124397 A Maintenance Holes Details

Standard Drawings

SEQ-SEW-1200-1 A Soil Classification Guidelines and Allowable Bearing Pressures for Anchors and Thrust Blocks
SEQ-SEW-1200-2 A Embedment & Trenchfill Typical Arrangement
SEQ-SEW-1300-1 B Maintenance Holes ≤ DN300 Sewer Types P1, P2 & P3 Typical Pre-cast
SEQ-SEW-1302-1 A Maintenance Holes Cast In-situ and Precast Typical Pipe Connection Details
SEQ-SEW-1304-1 A Maintenance Holes Sewers ≥ DN300 Typical Channel Arrangements
SEQ-SEW-1305-1 A Maintenance Holes Typical Channel Details
SEQ-SEW-1308-1  B  Typical Maintenance Hole and Shaft Cover and Surround Detail
SEQ-SEW-1313-1  B  Maintenance Hole Sewer Connection Details All Pipe Materials
IPWEAQ S-0030  A  House Connection Branches
BRC R1011  A  Driveways – Industrial and Commercial Driveway Slab Two Way Access

Bundaberg Port Marina – Proposed Marina Extensions – Stage 2A – Moffatt Street, Port Bundaberg
14077  Drawing Index & Structural Notes
14087  Boat Storage Hardstand – Slab Plan & Details
14095  Travel Lift Crossing & Open Drain Details
  Port Bundaberg Plans Irrigation Pipes – 1 of 5 – Control Box 3 (Station Control Plan)
  Port Bundaberg Plans Irrigation Pipes – 2 of 5 – Control Box 1 (Station Control Plan)
  Port Bundaberg Plans Irrigation Pipes – 3 of 5 – Control Box 4 (Station Control Plan)
  Port Bundaberg Plans Irrigation Pipes – 4 of 5 – Control Box 6 – Southern Carpark
  Port Bundaberg Plans Irrigation Pipes – 5 of 5 – Control Box 5 – Trade Complex

2.3.4 VOLUME 4—Appendices
Appendix A – Basis of Payment and Technical Specification
Appendix B – Safety in Design Report
Appendix C – Geotechnical Information
Appendix D – Photos of Adjacent Works to show Site Conditions
Appendix E – Guidelines for Creation and Submission of ADAC XML Files
2.4 TENDERER TO FULLY INFORM ITSELF

2.4.1 General
   a) The Tenderer shall (without limitation):
      i. examine and carefully check and acquire actual knowledge of the contents of all of the Tender Documents.
      ii. inform itself completely as to:
         i. the risks, contingencies and other circumstances which might affect the execution of the work under the Contract or the cost of executing the work under the Contract
         ii. the nature of the work and of the plant, equipment, materials and other items necessary for the execution of the work under the Contract and the means of access to and facilities and services at the Site and the means of transport, transport routes and facilities for making deliveries to and from the Site
         iii. the availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions)
         iv. all applicable legislative requirements, taxes and insurance premiums (including compulsory insurance premiums)
         v. all Authority requirements relating to the Contract and the work under the Contract, and
         vi. all measures necessary to protect the environment from any adverse effect or damage arising from the execution of the work under the Contract or the operation of the Works
      iii. satisfy itself as to the correctness and sufficiency of its offered Tender Price and that the price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of its obligations under the Contract, and
      iv. obtain all appropriate professional and technical advice with respect to the matters referred to in Clauses 2.4.1(a)(i) to 2.4.1(a)(iii) of these Conditions of Tendering.
   b) By lodging a Tender, the Tenderer warrants that it has complied with Clause 2.4.1(a) and any failure by the Tenderer to fully comply with that Clause will not relieve the Tenderer of its obligation to perform and complete the work under the Contract in accordance with the Contract should the Contract be awarded to it.

2.4.2 Matters affecting the Tender Price
   a) The Tender Price is to include, and shall be deemed to include, all costs:
      i. of complying with the Tender Documents, and
      ii. associated with carrying out all matters and doing all things necessary for the due and proper performance and completion of the work under the Contract.
   b) Without limiting Clause 2.4.2(a), the Tender Price shall include, and is deemed to include:
      i. licence fees, royalty payments and all charges and taxes, and
      ii. customs duty and any charges applicable to imported items, materials, plant or equipment required for the work under the Contract.
3 TENDER SUBMISSION INFORMATION

3.1 TENDER LODGEMENT REQUIREMENTS

The Principal will only consider Tenders from suitably experienced Tenderers as demonstrated by recent projects (within the last 5 years) that show capability of carrying out the works under contract.

Tenderers are to note, the completion and inclusion of the following documentation is considered mandatory in submitting a complying Tender:

- Tenderer’s Particulars (Forms 1.1 to 1.9 inclusive of Vol. 2)
- Tender Form
- Bill of Quantities
- Dayworks Schedules
- Register of Tenderer’s Local Content
- Tenderer’s Declarations and Acknowledgements
- FM-7-116 Bundaberg Regional Council’s General WH&S Requirements

Tenderers who fail to submit any of the above-mentioned documentation with their Tender, shall be considered to have made a non-complying submission. The Principal may, in its absolute discretion, do any one or more of the following in relation to non-complying submissions:

a) Reject the submission
b) Decline to consider or evaluate the submission
c) Consider the submission as an alternative tender

3.2 SUPPORTING INFORMATION FROM TENDERERS

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

3.3 TENDER BRIEFING MEETING

A Tender Briefing Meeting will be held at 11.00 am AEST on Tuesday, 14 February 2017, at the Bargara Service Centre on 160 Hughes Road, Bargara, Queensland, 4670. Attendance at this Meeting is not mandatory for submission of a complying Tender. Tenderers are requested to register their interest in attending this meeting by emailing the attendee’s details to projects@bundaberg.qld.gov.au.

3.4 THE PRINCIPAL’S CONTACT PERSON

All enquiries regarding this Tender shall be directed to the Project Manager (Major Projects) via the LG Tender Box Online Forum.

3.5 TIMEFRAME MILESTONES

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Closes</td>
<td>28 February 2017</td>
</tr>
<tr>
<td>Principal Contractor Selected and Appointed</td>
<td>17 March 2017</td>
</tr>
<tr>
<td>Practical Completion</td>
<td>9 June 2017</td>
</tr>
</tbody>
</table>
3.6 TENDER EVALUATION AND SELECTION

Evaluation, negotiation and selection of Tenders shall be in accordance with the requirements of AS 4120, Code of Tendering. The Principal is not bound to accept the lowest, or any Tender. The successful Tenderer shall be notified in writing to all Tenderers.

The evaluation criteria shall be:

<table>
<thead>
<tr>
<th>Financial Evaluation Criteria and relative overall weightings</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Financial Score</strong></td>
</tr>
<tr>
<td>Assessment based on Tender Price Evaluation for each Tender as determined from a financial analysis model</td>
</tr>
<tr>
<td>Assessment based on Daywork Rates and Provisional Work Items</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-financial Evaluation Criteria and relative overall weightings</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Encouragement of the development of competitive local business and industry</strong></td>
</tr>
<tr>
<td>Assessment by the Evaluation Panel of the Tenderer's:</td>
</tr>
<tr>
<td>• Creation of local employment opportunities;</td>
</tr>
<tr>
<td>• Economic growth within the local area;</td>
</tr>
<tr>
<td>10%</td>
</tr>
</tbody>
</table>

| **Demonstrated understanding of Works under Contract**          |
| Assessment by the Evaluation Panel of the Tenderer's:           |
| • Construction Methodology;                                     |
| • Construction Programme.                                      |
| 10%                                                             |

| **Project Risk and Opportunity**                               |
| Assessment by the Evaluation Panel of the Tenderer's:           |
| • Claims history                                               |
| • List of Departures / Qualifications / other conditions        |
| included within the tender submission                          |
| • Project delivery risks due to methodology / programme / resources. |
| +/-10%                                                          |

3.7 POST TENDER SUBMISSIONS

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

3.8 POST TENDER NEGOTIATIONS

The Principal may enter into negotiation with a Preferred Tenderer or a number of candidate tenderers. Such negotiations will be confidential between the Principal and Tenderer and will be conducted in accordance with guidelines set out in AS 4120-1994. The undertaking of negotiations will not bind the Principal to proceed to accept a Tender.

3.9 COST OF TENDERING

All costs associated with Tender preparation and submission shall be borne by the Tenderer.

3.10 CONTRACT COMMENCEMENT DATE

The commencement of the Contract is nominated as the date of dispatch of the Letter of Acceptance of Tender to the successful Tenderer. There shall be no Contract prior to the issue of a Letter of Acceptance and the signing of the Formal Instrument of Agreement.
GENERAL CONDITIONS OF CONTRACT

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

Copies of AS 2124-1992 may be obtained from the Standards Association of Australia, PO Box 290, Spring Hill, BRISBANE, 4000.

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

Clause 5.4 Time for Lodgement of Security

Page 9 - Delete this Clause and replace it with the following:-

“Security shall be lodged within fourteen (14) days of the Date of Acceptance of the subsequent PRINCIPAL CONTRACTOR Tender. Failure to lodge security within that period shall be a substantial breach of Contract within the meaning of Clause 44. The Superintendent reserves the right to withhold the security amount in the form of retention from the first progress payment upon the expiration of the fourteen (14) days from the Date of Acceptance of the Tender if the security has not been lodged within that time.”

Clause 35.5 Extension of Time for Practical Completion

In addition to this clause:

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

Clause 35.8 Bonus for Early Practical Completion

Delete this Clause.
ANNEXURE to the Australian Standard General Conditions of Contract

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

The law applicable is that of the State or Territory of: (Clause 1)

Queensland

Payments under the Contract shall be made at: Bundaberg (Clause 1)

The Principal: Bundaberg Regional Council (Clause 2)

ABN: 72 427 835 198

The address of the Principal: P O Box 3130

BUNDABERG QLD 4670

The Superintendent: (Clause 2) Project Manager

Major Projects

The address of the Superintendent: P O Box 3130

BUNDABERG QUEENSLAND 4670

Limits of accuracy applying to quantities for which the Principal accepted rates: For any other Work Item, the limits of accuracy shall be plus or minus 10%.

(Clause 3.3(b)) For any Work Item whose item number has a “P” suffix, limits of accuracy are as outlined in Appendix A – Basis of Payment

Bill of Quantities - the alternative applying: Alternative One (1) (Clause 4.1)
The time for lodgement of the priced copy of the Bill of Quantities: 

With Tender Submission

(Clause 4.2)

# Contractor shall provide security in the amount of: 

Five (5) percent of the contract value (in the form of two (2) bank guarantees at 2.5 percent each)

(Clause 5.2)

# Principal shall provide security in the amount of: 

Nil

(Clause 5.2)

# The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: 

Five (5) days

(Clause 5.5)

The percentage to which the entitlement to security and retention moneys is reduced: 

Fifty (50) percent (in the form of one (1) bank guarantee to the value of 2.5 percent of the contract sum)

(Clause 5.7)

Interest on retention moneys and security – the alternative applying: (Clause 5.9)

Alternative Two (2)

The number of copies to be supplied by the Principal: (Clause 8.3)

One (1) electronic version

The number of copies to be supplied by the Contractor: (Clause 8.4)

One (1) electronic version

The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)

Fourteen (14) days
Work which cannot be subcontracted without approval:  
(Clause 9.2)  
The whole of the works  
........................................................................

The percentage for profit and attendance:  
N/A  
(Clause 11(b))  
........................................................................

The amount or percentage for profit and attendance:  
N/A  
(Clause 11(c))  
........................................................................

Insurance of the Works - the alternative applying:  
Alternative One (1)  
(Clause 18)  
........................................................................

The assessment for insurance purposes of the costs of demolition and removal of debris:  
Nil  
(Clause 18(ii))  
........................................................................

The assessment for insurance purposes of consultants’ fees:  
Nil  
(Clause 18(iii))  
........................................................................

The value of materials to be supplied by the Principal:  
Nil  
(Clause 18(iv))  
........................................................................

The additional amount or percentage:  
Nil  
(Clause 18(v))  
........................................................................

Public Liability Insurance – the alternative applying:  
Alternative One (1)  
(Clause 19)  
........................................................................
The amount of Public Liability Insurance shall be not less than: $20,000,000
(Clause 19)

The time for giving possession of the Site: Fourteen (14) days from the date which the Superintendent deems the Contract Plans suitable
(Clause 27.1)

# The date for Practical Completion: 9 June 2017
(Clause 35.2)

# Liquidated Damages per day: (Clause 35.6) $750 per day (costs to Principal for on-going internal project management and superintendent resources)

# Limit of Liquidated Damages: No limit
(Clause 35.7)

# Bonus per day for early Practical Completion: Not applicable
(Clause 35.8)

# Limit of bonus: (Clause 35.8) Not applicable

# Extra costs for Delay or Disruption: (Clause 36) Nil
(Clause 36)

# The Defects Liability Period: (Clause 37) Twelve (12) Months
(Clause 37)

The charge for overheads, profit, etc. for Daywork: Ten (10) percent
(Clause 41(f))
Times for payment claims: ( Clause 42.1)

Monthly, on the last business day of each month or as otherwise agreed with the Superintendent.

Unfixed plant and materials for which payment claims may be made notwithstanding that they are not on the Site: ( Clause 42.1(ii))

Nil

Retention Moneys on: (Clause 42.3)

N/A

(a) Work incorporated in the Works and any work or items for which a different amount of retention is not provided

Unfixed Plant or Materials – the alternative applying:

Alternative One (1)

(Clause 42.4)

The rate of interest on overdue payments: (Clause 42.9)

Ten (10) percent.

The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)

Twenty Eight (28) days

The alternative required in proceeding with dispute resolution: (Clause 47.2)

Alternative Two (2)

The person to nominate an arbitrator: (Clause 47.3)

Chairman of the Institution of Engineers, Australia Queensland Division
VOLUME 1
SUPPLEMENTARY CONDITIONS OF CONTRACT
FOR
CONTRACT NO. TEN/0174

Port Sewer Gravity Main

FEBRUARY 2017
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1 PRELIMINARIES

1.1 Applicable Standards

All materials and workmanship incorporated into the Works shall comply with the requirements of; the relevant Australian Standards and Codes, Sewer Gravity Code of Australia (WSA 02 - 2014), the nominated Standard Drawings and the requirements outlined in Appendix A – Basis of Payment and Technical Specification.

1.2 Site Information

1.2.1 General

a) The Principal will make available to the Tenderer the geotechnical investigation details inclusive of a summary of observations and photographic records at the time of the investigation, which is taken to be ‘Site Information’ only.

b) Any Site Information provided:

i. relates only to the specific locations examined, measured or tested as shown in that Site Information and

ii. may not be representative of conditions in other parts of the Site, and the Tenderer acknowledges and agrees that the sub-surface conditions may vary between test locations, at depths below which examinations, measurements and testing have been carried out and also with time and climatic conditions.

c) It is the Tenderer's responsibility to interpret and assess the relevance of any Site Information to decide whether additional examinations, measurements and testing need to be carried out and to arrange and pay for any such further examinations, measurements and testing.

d) The Principal does not warrant or make any representation with respect to:

i. the completeness, accuracy, adequacy or content of any Site Information provided to the Contractor by or on behalf of the Principal

ii. the completeness or adequacy of any Reliance Information, or

iii. any interpretations, deductions, opinions or conclusions set out in any such Site Information or Reliance Information.

e) The Tenderer, by lodging a Tender, warrants that it has done all of the things in Clause 12.1(b) of the General Conditions of Contract as to the conditions relating to the Site and to have allowed for such conditions in its Tender Price.

1.2.2 Geotechnical Information

The Principal has undertaken nine (9) test holes on the sewer gravity main alignment. The details of the investigation has been provided in Volume 4 - Appendix C.

Based on the field observations at the time of the investigation and past experience of works in the area, it is anticipated that significant amounts of reclaimed sand and marine materials will be encountered during the works in conjunction with groundwater / free water. Refer to Volume 4 – Appendix D for pictures of recent adjacent works.

Given the proposed invert depths associated with the works, the Contractor is to take the information provided into consideration when developing its tender submission, and shall make an allowance for any seasonal and / or tidal variations that the groundwater levels may be subject to.
1.2.3 Acid Sulfate Soils

The geotechnical investigation indicated that there was a very low possibility of Acid Sulfate Soil (ASS) being present on-site.

1.3 Existing Services

The Contractor shall verify the exact location of all services which may affect or be affected by the Works Under Contract (WUC).

If additional services are identified, or if services are identified not in the locations shown on the Dial Before You Dig (DBYD) Documentation and / or the Contract Drawings, then the Contractor shall give notice of this to the Superintendent at least three (3) working days prior to the commencement of any construction activity that may affect those services(s).

The Contractor shall co-ordinate with owners of services affected by construction activities. The Contractor shall take all reasonable actions and provide all things reasonably necessary to protect and maintain existing services in accordance with any relevant access conditions and otherwise to the satisfaction of the relevant authority or owner.

In the case of damage occurring to existing services, the Contractor shall immediately report the damage to the owner of the services and to the Superintendent.

If it is found to be necessary to alter the location or level of any existing services to conform to the Works the Contractor shall notify the Superintendent immediately.

Should relocation of existing services be required the Contractor shall arrange for the work to be carried out by the appropriate service authority in accordance with the requirements of the service authority or owner and the Superintendent.

Notwithstanding the above, the below sections outline specific requirements to be undertaken when working in and around specific public utility plant or services.

1.4 Contractor’s Staff

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

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

1.5 Working Hours

Working hours for construction activities are only permitted from 7.00 am to 5.00 pm, Monday to Friday, unless otherwise approved by the Superintendent.

1.6 Construction Areas

The Contractor shall limit its operations to legally accessible work areas defined in the Contract Drawings and / or as negotiated with adjacent land owners through separate Land Use Agreements (LUA).
1.7 Land Use Agreements

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

The Contractor shall forward a copy of any LUA’s to the Superintendent for information only.

1.8 Site Access Routes

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

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

No additional areas shall be disturbed without prior approval being granted by the Superintendent.

1.9 Site Security

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

1.9.1 Fencing

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

1.10 Welfare Messing and Office Facilities

The Contractor shall provide all welfare, messing and office facilities at the Site as required to complete the WUC. Welfare and messing facilities shall be of appropriate size for the workforce and include suitable toilet facilities.

1.11 Water Supply

The Contractor shall make arrangements for supply of any water required for construction Works in accordance WSA 02 Part 2: Construction.

1.12 Sewage

Disposal of sewerage shall be in accordance with the Contractor’s EMP-C off-Site.

1.13 Power Supply

The Contractor shall provide and maintain, any temporary electrical power and distribution facilities required for the WUC, and shall comply with the requirements of AS3000. The use of generators on-site shall be subject to noise abatement compliance in accordance with the Contractor’s EMP-C.

The Contractor shall at all times maintain electrical safety of the Site.

1.14 Use of Proprietary, Trade or Brand Names

The description in the Contract of any materials, plant, equipment, work or other items by a proprietary, trade or brand name, suppliers or manufacturer’s name, model number or other specific means does not in any way relieve, limit or exclude any of the Contractor’s obligations or liabilities under the Contract with respect to
the materials, plant, equipment, work or any other items (including, but not limited to, obligations and liabilities under any warranties, performance guarantees or defects liability provisions of the Contract).

2  CONTRACT PLAN

Within 14 days of Acceptance of Tender or as otherwise negotiated with the Principal, the Contractor shall prepare and submit its Contract Plan to the Superintendent for a direction as to its suitability in accordance with Clause 8.4 of the GCoC.

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

As a minimum the Contract Plan shall include:

   a) The Construction Programme;
   b) The Quality Plan;
   c) The Environmental Management Plan;
   d) The Acid Sulfate Soil Management Plan;
   e) The Safety Plan;
   f) The Traffic Management Plan;
   g) The Community Liaison Plan;
   h) The Cultural Heritage Management Plan; and

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

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

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

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

3  CONTRACT DOCUMENTS

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

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

   a) Letter of Acceptance
   b) Supplementary Conditions of Contract
   c) Notices to Tenderers
   d) General Conditions of Contract
   e) Conditions of Tendering
   f) Contract Drawings
   g) Standard Drawings
   h) Technical Specifications
   i) Completed Tender and schedules
   j) Other Contract Documents

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

If the direction causes the Contractor to incur more or less costs than the Contractor could reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 40.5 of the GCoC.

4 CONSTRUCTION PROGRAMME

4.1 General

The Contractor shall, unless a lesser standard of format of the Construction Programme is agreed in writing with the Superintendent:

a) Prepare an initial Construction Programme in accordance with the requirements as set out in Clauses 33.2(a) and 33.2(b) of the GCoC; and

b) Maintain, update and report progressively on the Construction Programme.

The Construction Programme submitted as part of the Tender process is considered to be the initial Baseline Programme and shall align with the Date of Practical Completion nominated within the Contractor’s Tender Form.

4.2 Programme Format

The initial and subsequent Construction Programme shall comprise the following:

a) A Gantt Chart, or precedence or activity orientated network or similar with sufficient activities to describe the individual tasks with evidence of the following:
   i. Critical Path Analysis
   ii. Significant milestones up to Practical Completion
   iii. All planned working and non-working days

b) All inspections by the Superintendent.

c) All activities required to ensure that no hazard, annoyance or damage is caused to traffic or adjoining properties.

4.3 Programme Revision

The Construction Programme shall be updated monthly to show progress against Programme and shall be presented in conjunction with the monthly Progress Claim.

Should the Contractor fall behind the Programme at any time, it shall, within two (2) days of a written request, submit to the Superintendent a revised Programme showing details of the steps it proposes to take to ensure that the completion date for the work will be met. If any Extension of Time is approved, the Programme will again be revised on the order of the Superintendent and resubmitted within seven (7) days. The Programme or revised Programme shall be used for the whole of the Contract duration and shall not be changed except with the approval of the Superintendent.

Where the Contractor fails or neglects to submit an amended / updated Construction Programme the Principal may withhold Payment Certificates until such Construction Programme is received and approved by the Superintendent.

The Current Programme shall be the most recent Construction Programme approved by the Superintendent.
5 QUALITY MANAGEMENT

5.1 Quality System Documentation

The Contractor shall submit to the Superintendent a copy of the Quality Plan within 14 days of the date of appointment.

The Contractor shall also provide the Superintendent with access to inspect Corporate Quality Procedures applicable to this Contract.

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

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

5.2 Quality Records

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

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

The Certificate of Practical Completion will not be issued until the Contractor has forwarded a complete and bound clean copy as well as an electronic version of at least the following records to the Superintendent. Previously submitted documents may be selected as appropriate.

a) The Work Lot or Work Item Register for the Contract.
b) All Conformance and Non-conformance Reports.
c) All Inspection and Test Plans (ITPs) and associated Checklists.
d) All Test Results, analyses, reports, measurements and observations.
e) The original Project Quality Plan and any changes made to the Contractor's Quality System.
f) Final ‘As-Constructed’ drawings to the satisfaction of the Superintendent.
g) All commissioning / operational documentation associated with the Deering Place SPS

5.3 Inspection and Test Plans

At least seven (7) days prior to commencement of the relevant activity, the Contractor must submit the ITP(s) for approval by the Superintendent. The ITPs shall contain, as a minimum, the following information for each significant activity identified in the relevant process:

a) Description of activity;
b) Specification requirements / reference;
c) Person responsible for activity (title);
d) Hold Points and Witness Points;
e) Activity checklists;
f) Inspection and test type;
g) Tolerances or other acceptance criteria;
h) Identification of relevant procedure and quality records;
i) Test / inspection frequency; and
j) Work Item or Work Lot identification.
The Superintendent may request the Contractor to submit additional ITPs to those provided in the QMP, insert additional Hold Points or Witness Points, and must make provision for the Contractor and the Superintendent to sign off at these points.

5.4 Compliance Inspections and Testing

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

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

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

The Contractor shall keep full and detailed records from the inspection and testing activities listed in this Specification and in compliance with the ITPs approved by the Superintendent.

5.5 Testing

Testing shall be in accordance with:

b) the requirements outlined in Appendix B – Technical Specification
c) latest revision of the relevant Australian Standards

5.6 Evidence of Conformance of Work

Further to Clause 42.1 of the GCoC, the Contractor shall apply the following procedure when submitting evidence of conformance of Work to the Superintendent:

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

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

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

Certification and payment shall not be unreasonably withheld, however, where the relevant evidence of conformance has not been submitted due only to the normal delays in processing, testing, analysis and reporting. In this case the Contractor’s Progress Claim shall be set forth and the lots claimed for payment but for which conformance reports have not been submitted and certifies that conformance reports for those lots will be submitted prior to the next Progress Claim.

The Contractor shall ensure that sub-contracted works and procured supplies are subject to quality assurance standards which comply with this Specification such that, when incorporated into the Works the sub-contracted works and procured supplies comply with the requirements of this Contract.
If requested by the Superintendent, the Contractor shall provide evidence of appropriate quality assurance for sub-contracted work or procured items incorporated into the WUC. This shall include verification by the Contractor.

5.7 Non-conformance

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

The Contractor shall notify the Superintendent of each non-conformance within one (1) working day of its detection where:

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

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

The Contractor shall not proceed to cover up or otherwise incorporate the non-conforming work or materials before the Superintendent has approved of the proposed action in writing.

If the Superintendent observes a non-conformance and the Contractor, when informed of such, does not take appropriate action, the Superintendent will issue a corrective action request. Within one (1) working day of receipt of the corrective action request, the Contractor shall issue a Non-Conformance Report.

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

5.8 ‘As-constructed’ Drawings

The Contractor shall complete an ‘As-constructed’ survey of the Works, in accordance with the requirements outlined in accordance with Appendix A – Basis of Payment and Technical Specification.

The survey coding shall be in accordance with TMR’s surveying standard and shall include (as a minimum):

   a) Invert levels - governed by change in horizontal and vertical grades
   b) Fittings – invert levels and corresponding surface level height (if applicable)
   c) Structures – invert and surface levels (if applicable)

The final ‘As-constructed’ survey shall be certified as being accurate by a survey under the Surveyors Act, 2003.
6 ENVIRONMENTAL MANAGEMENT

6.1 General

Within 14 days from the Letter of Acceptance of Tender, the Contractor shall prepare and submit its EMP-C to the Superintendent for a direction as to its suitability, in accordance with Clause 8.4 of the GCoC.

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

6.2 Contents of Environmental Management Plan - Construction

The EMP-C shall:

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

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

a) Hours of work
b) Access and site restrictions
c) Noise and Vibration
d) Air Quality
e) Dust
f) Odour
g) Management of adjacent fauna
h) Storage of fuel and other hazardous goods
i) Fuelling and maintenance of vehicles and equipment
j) Bushfire prevention
k) Disposal of waste (including fuel, oil, chemicals and sewage)
l) Disposal of excess spoil
m) Water quality and surface water runoff
n) Management of Site Dewatering
o) Contaminated water / land
p) Sedimentation and erosion control
q) Stockpile Management
r) Re-vegetation and reinstatement of disturbed areas
s) Management of weeds and pests
t) Waste Management
u) Handling and Reporting Environmental Incidents
6.3 Diverting Water

The Contractor shall do all work necessary to divert any water interfering with the progress of the WUC, keep the excavations free from water while the WUC is in progress, and prevent any damage to the WUC by water due to floods or other causes. The Contractor shall provide, where the Contractor considers it necessary or as reasonably directed by the Superintendent, to prevent the deposit of material in channels and stormwater drains.

6.4 Noise and Vibration

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

a) Adherence to working hours outlines outlined in Section 1.5 of this Document.

b) All plant and machinery utilised will be fitted with noise suppression systems, and will be maintained regularly.

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

6.5 Road Cleanliness

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

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

The management of dust shall be in accordance with the EMP-C developed by the Contractor and reviewed by the Superintendent.

6.6 Fauna

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

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

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

6.7 Pest Management

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

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

a) treating infestations prior to the disturbance of the natural surface;

b) conserving weed free topsoil for re-use in site rehabilitation;

c) the provision of temporary vehicle and infrastructure wash-down facilities;

d) isolating and avoiding infested areas;

e) chemical control methods; and

f) burial or isolation of infested soil material.
Where plant and other vehicles have been operating in contaminated areas, they shall be cleaned prior to movement to non-contaminated areas or off-site.

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

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

### 6.8 Bushfire Prevention

At time of tender, large portions of the private land to which the WUC extend through are very dry and grassy. With the Australian Bureau of Meteorology indicating that El Niño conditions are anticipated to continue through the summer, the Contractor’s EMP-C shall contain a section outlining its proposed bushfire prevention measures, with consideration given to the following:

- a) designated smoking areas / controls for site personnel
- b) appropriate cigarette butt disposal facilities on-site, if applicable
- c) the proposed strategies to manage potential ignition points (e.g. on-site welding)
- d) the process for notifying sub-contractors, delivery personnel and suppliers of the site specific requirements
- e) the process to monitor fire weather warnings
- f) emergency procedures and notifications

The Contractor shall incorporate a visual assessment within its daily site documentation to assess the effectiveness of the bushfire prevention measures.

### 7 ACID SULFATE SOIL

#### 7.1 General

The Contractor shall be responsible for the management of Acid Sulfate Soils (ASS) within the worksite.

#### 7.2 Contents of the Acid Sulfate Soil Management Plan

Within 14 days from the Letter of Acceptance of Tender, the Contractor shall prepare and submit its ASSMP for the Superintendent for a direction as to its suitability, in accordance with Clause 8.4 of the GCoC.

The ASSMP shall outline the process for:

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

### 8 WORKPLACE HEALTH AND SAFETY

#### 8.1 General

Contractors shall comply with all relevant Federal, State and Local Laws, Rules and Regulations, as amended from time to time and any direction given by a competent authority arising from such laws, rules.
and regulations. Without limiting the generality of the foregoing, the Contractor shall apply for and pay any fees for any permits required and shall only engage qualified staff in any restricted occupation.

For the purposes of Clause 8 in this Document, the words “dangerous event”, “Principal Contractor”, “serious bodily injury”, “work – caused illness”, and “work injury” have the meanings assigned to them by the Work Health and Safety Act 2011 (“the Act”). In addition, the Principal Contractor needs to conform to the Electrical Safety Act 2002 and associated subordinate legislation.

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

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

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

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

Proof of such insurance must be made available to the Principal prior to commencement of Work under the Contract.

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

8.2 Documentation Required As Part of Tender Submission

The Contractor shall complete FM-7-116 (Contractor’s Acknowledgement of Bundaberg Regional Council’s General Workplace Health & Safety Requirements) as part of the Contractor’s Tender submission.

8.3 Appointment of Principal Contractor

Upon the Date of Acceptance of Tender:

a) The Principal is deemed to have appointed the Contractor to be the Principal Contractor pursuant to Section 13 of the Act;
b) The Contractor is deemed to have accepted the appointment; and
c) The Contractor, in respect of the Work to be executed under the Contract, becomes responsible for the performance of the Principal Contractor’s functions under the Act and under the Regulations and compliance standards in force under the Act.

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

8.4 Workplace

The Site shall be the “construction workplace” as defined in the Act.
8.5 **Workplace Health and Safety Officer**

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

8.6 **First Aid Officer**

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

8.7 **Plant and Equipment**

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

8.8 **Safety Plan**

Within 14 days from the Letter of Acceptance of Tender, the Contractor shall prepare and submit its Safety Plan to the Superintendent for a direction as to its suitability, in accordance with Clause 8.4 of the GCoC.

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

a) Principal Contractor’s administrative details (including ABN);
b) Workplace Health and Safety Policy;
c) Responsibilities and accountabilities;
d) Notifications and registrations;
e) Plant and equipment and their controls;
f) Emergency planning;
g) Consultative processes;
h) Prescribed and restricted occupations;
i) Hazardous substance and dangerous goods management;
j) Hazard identification, risk evaluation, control and monitoring;
k) Training (including process for induction)
l) Sub-contractor controls;
m) Accident reporting, recording, investigation and analysis;
n) Site safety rules;
o) Safe Work Method Statements for high risk activities;
p) Safe housekeeping practices;
q) Amenities;
r) Public safety;
s) Safety inspections and audits; and
t) The requirements of the "Manual of Uniform Traffic Control Devices" for working with traffic.

The Contractor shall implement and maintain the Safety Plan while carrying out the WUC. A copy of any amendments to the Safety Plan shall be submitted to the Superintendent within seven (7) days after the date of such amendments.
8.9 Reporting

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

The Contractor must notify the Superintendent of every work-caused illness or work injury and of every dangerous event and serious bodily injury which occurs on the Site as soon as possible but not later than 12 hours after such occurrence.

8.10 Safety Audits

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

The Superintendent may carry out audits on the Contractor’s Safety Plan at any time. During the audit the Contractor shall provide the Superintendent with all documents, access and assistance necessary for its completion.

Auditing may take one or a combination of the following forms:

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

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

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

9 TRAFFIC MANAGEMENT

9.1 General

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

The Contractor shall be responsible for the safety of all pedestrian and vehicular traffic within the Site and any adjacent areas affected by them and shall provide all necessary watchmen, lights, barriers, notices and signs and shall provide and maintain the same to the satisfaction of the road owner and the Superintendent. Signs shall conform to the current Queensland Department of Transport and Main Roads Manual of Uniform Traffic Control Devices (MUTCD) or any other standard required by the road or site owner or operator.

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

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

The Contractor shall prepare, implement and maintain a Traffic Management Plan for the project and the provisions of Clause 9.2 of this Document shall apply.

9.2 Traffic Management Plan

Within 14 days from the Letter of Acceptance of Tender, the Contractor shall prepare and submit its Traffic Management Plan (TMP) to the Superintendent for a direction as to its suitability, in accordance with Clause 8.4 of the GCoC.

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

The Contractor shall implement, monitor and update its TMP during the Contract and shall, within seven (7) days of its amendment, submit a copy of the revised TMP to the Superintendent.

9.3 Notification of Traffic Changes

The Contractor shall give the Superintendent a minimum of 14 days written notice of changes in traffic movements necessary for the performance of WUC.

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

9.4 Public Notification

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

9.5 Contractor's Obligations

Nothing contained in Clause 9 of this Document shall in any way limit or exclude any of the Contractors’ obligations or liabilities under the Contract in respect of the MUTCD.

10 COMMUNITY LIAISON

10.1 General

Within 14 days from the Letter of Acceptance of Tender, the Contractor shall prepare and submit its Community Liaison Plan (CLP) to the Superintendent for a direction as to its suitability, in accordance with Clause 8.4 of the GCoC.

The Contractor shall implement and maintain the CLP while carrying out the WUC.
10.2 Contents of Community Liaison Plan

The CLP shall be formatted under at least the following headings:

- a) Overview;
- b) Objectives;
- c) Target audiences;
- d) Potential issues and opportunities;
- e) Strategy;
- f) Tactics;
- g) Evaluation; and
- h) Timeframes.

The CLP shall include procedures and timetables to:

- a) Make contact with any local businesses, schools, hospitals, community groups and residents adjacent to the Site and/or affected by the WUC to establish an effective communication network to be maintained during construction;
- b) Anticipate the impacts of construction on the above groups and the broader community, and be proactive in keeping all parties informed via direct contact, through newsletters, leaflets, advertisements in newspapers, radio and other appropriate means, particularly in regard to changed traffic arrangements, duration of construction and local access issues;
- c) Maintain a complaints register and respond to all registered complaints within 48 hours; and
- d) Develop procedures for the management of emergency situations and ensure that staff are trained in the appropriate response necessary to deal with such emergency situations.

10.3 Restrictions and Prior Permissions

All newsletters, leaflets and other public statements shall be submitted for the approval of the Superintendent prior to publication.

Direct contact or liaison by the Contractor with members of the press will not be permitted.

11 CULTURAL HERITAGE

11.1 General

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

11.2 Contents of the Cultural Heritage Management Plan

Within 14 days from the Letter of Acceptance of Tender, the Contractor shall prepare and submit its Cultural Heritage Management Plan (CHMP) for the Superintendent for a direction as to its suitability, in accordance with Clause 8.4 of the GCoC.

The Cultural Heritage Management Plan shall outline the process for:

- a) Establishing whether items of cultural heritage significance have been recorded in the vicinity of the works;
- b) Notifying both the Superintendent and relevant cultural heritage body of potential items of interest;
- c) Establishing and maintaining exclusion zones;
d) Detail who is responsible for ensuring the control measures met;

e) Carrying out Site inductions for cultural heritage monitors; and

f) Co-ordinating works with cultural heritage monitors.

12 MEETINGS

12.1 Pre-start Meeting

Prior to the commencement of WUC the Contractor shall contact the Superintendent in order to arrange a Pre-start Meeting.

The Pre-start Meeting shall:

a) Establish lines of communication and clarify all relevant responsibilities and delegations;

b) Discuss arrangements for the submission and review of the Construction Programme, Quality Plan, EMP-C, ASSMP, Safety Plan, TMP, CLP, CHMP and Transport Management Plan;

c) Discuss arrangements for project records, including access by the Superintendent, submission of test results and other reports, and disposition upon completion of the Contract;

d) Discuss setting out of the Works, Site accommodation, camp and delivery of materials and plant to Site;

e) Determine arrangements for Site Inspections and Site Meetings;

f) Define arrangements for management of progress claims, variations and non-conformances;

g) Discuss arrangements for all administrative requirements, including information and documents which the Contractor is obliged to submit to the Superintendent;

h) Deal with any other matters nominated by the Contractor or the Superintendent; and

i) Deal with requirements for post-construction review.

The Superintendent will, within one (1) week of the Pre-start Meeting, issue to the Contractor a copy of the minutes. Within two (2) days of receipt of the copy of the minutes, the Contractor shall notify the Superintendent in writing of any item from the minutes which, in its opinion, has not been correctly recorded.

Within a further two (2) days the Superintendent will arrange to amend the minutes where necessary and will return two (2) copies for confirmation. The Contractor shall confirm the minutes by returning a signed copy to the Superintendent within two (2) days of receipt.

12.2 Site Meetings

Site Meetings shall be held to review progress of the Works and to discuss and resolve other matters of concern related to the project. Site Meetings shall be held at the intervals as mutually agreed between the Contractor and the Superintendent, which intervals shall not exceed one (1) fortnight.

Site Meetings shall:

a) Review progress of the WUC;

b) Review the Contract Plan documents and issues pertaining thereto;

c) Review non-conformances and dispositions; and

d) Discuss any matters of concern related to the project with a view to their resolution as far as possible.

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

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

13 WEATHER PROTECTION

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

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

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

14 RE-INSTATEMENT

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

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

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