REQUEST FOR TENDER

CONTRACT NO. TEN/0416

Construction of

MON REPOS WATER AND SEWER PIPELINES

VOLUME 1
CONTRACT INFORMATION

Issued: 28 July 2018
Version: 1.0
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CONDITIONS OF TENDERING

CONTRACT NO: TEN/0416 FOR: MON REPOS WATER AND SEWER PIPELINES

Tenders will close **2.00 pm AEST Tuesday, 21 August 2018** 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 15 August 2018**. Any questions after this date may 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 90 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 INTRODUCTION

The Project consists of the following:

2.1.1 Sewerage Pressure Main

- Approx. 1750m of DN100 PVC-O PN16 sewerage pressure main, installed via open trench
- Approx. 84m of DN110 HDPE PN16 pipe to be installed via directional drilling
- Approx. 375m of DN110 HDPE PN16 pipe to be pulled through an existing DN250 sleeve
- Approx. 27m of DN100 PN35 DICL pipe, installed via open trench
- Other isolated directional drilling
- Ancillary structures and fittings

2.1.2 Water Reticulation Main

- Approx. 2330m of DN150 PVC-O PN16 water reticulation main, installed via open trench
- Approx. 140m of DN180 HDPE PN16 pipe to be installed via directional drilling
- Approx. 17m of DN150 PN35 DICL pipe, installed via open trench
- Other isolated directional drilling
- Ancillary structures and fittings
2.2 LOCATION OF WORKS

The Sites for the Works are as follows:

2.2.1 Sewerage Pressure Main

The DN100 sewerage pressure main commences south of the intersection of Rookery Road and Mon Repos Road at approx. CH820, where Bundaberg Regional Council has completed installing a section of sewerage originating from the Mon Repos Turtle Centre.

The DN100 is to be installed in parallel with the DN150 water reticulation main (750mm horizontal separation, same invert level) along the southern side of Mon Repos Road in a western direction to approx. CH1440, before the sewerage pressure main departs south eastern direction using an existing easement through the environmental reserve towards the Bargara Wastewater Treatment Plant.

2.2.2 Water Reticulation Main

The DN150 water reticulation main commences at the same location (CH820) as outlined above (Section 2.2.1) and is to extend west in a common service trench to approx. CH1440, before continuing in a single service trench along the southern side of Mon Repos Road. The alignment continues south along the eastern side of Potters Road and terminates at approx. CH3645, adjacent to the Qunaba Animal Management Facility.

2.3 WORKS UNDER CONTRACT

The Works under Contract (WUC) are as detailed in the Contract Drawings, Technical Specifications, Supplementary Conditions of Contract and all relevant legislation and standards.

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

This WUC includes, but is not limited to:

- The establishment / disestablishment / supply to site of all labour, plant, equipment, materials and consumables required to complete the Works in accordance with the Contract.
- The establishment / disestablishment of site facilities, survey and set-out and the erection of all temporary infrastructure, including security fencing.
- Provision and implementation of such management plans and deliverables necessary to initiate the Works and manage the ongoing Works as detailed in the Contract Documentation, including all environmental controls associated with working with acid sulfate soils.
- Protection of any adjacent Council or third party property including all roads and utilities during the construction and reinstatement of any damage.
- All clearing and grubbing works required to facilitate the installation of the pipelines.
- The stripping, processing and stockpiling of site topsoil for re-use.
- All excavations to the specified depths associated with the pipelines.
- Supply and installation of embedment and trench fill material as specified.
- The supply, delivery and installation of all pipe, fittings and ancillary infrastructure associated with the pipelines to meet the specified requirements nominated within the Contract Documentation.
- Backfilling and compaction to the service trenches.
- Directional drilling sections of the pipelines as detailed on the project drawings.
- The installation of approx. 375m of DN110 HDPE PN16 pipe within an existing DN250 sleeve.
- All testing requirements as outlined the relevant WSA publication and the Technical Specification.
- Provision of As-Constructed information and Quality Assurance documentation 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.
The WUC excludes:

- Any provision for the Portable Long Service Levy, this will be paid by the Principal.
- Any pruning or root treatment activities deemed necessary to the Fig Tree at CH1400 to facilitate the adjacent works.
- Chlorination Activities will be undertaken by the Principal.
- Connection to the ‘live’ water main to be undertaken by the Principal.
- Connection to the ‘live’ sewer network at the Bargara Wastewater Treatment Plant.
- Principal Supplied Project Signage.

2.4 RELEVANT DOCUMENTS

2.4.1 VOLUME 1—Contract Documentation

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

2.4.2 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 (in excel format only)
- Register of Tenderer’s Project Content (in excel format only)
- Dayworks Schedules (in excel format only)
- Tenderer’s Declarations and Acknowledgements (Forms 2.1 to 2.3 inclusive of Vol. 2)
- Contractor’s Acknowledgement of Bundaberg Regional Council’s WH&S Requirements
- Construction Programme
- Construction Methodology

2.4.3 VOLUME 3—Contract Drawings

*Mon Repos Water*

- 128394 B Locality Plan and Drawing Index
- 128395 B Water Setout Details and Legend
- 129396 B Water Plan and Longitudinal Section 1 of 13
- 128397 A Water Plan and Longitudinal Section 2 of 13
- 128398 A Water Plan and Longitudinal Section 3 of 13
- 128399 A Water Plan and Longitudinal Section 4 of 13
- 128400 B Water Plan and Longitudinal Section 5 of 13
- 128401 B Water Plan and Longitudinal Section 6 of 13
- 128402 B Water Plan and Longitudinal Section 7 of 13
- 128403 B Water Plan and Longitudinal Section 8 of 13
- 128404 B Water Plan and Longitudinal Section 9 of 13
- 128405 B Water Plan and Longitudinal Section 10 of 13
- 128406 B Water Plan and Longitudinal Section 11 of 13
- 128407 B Water Plan and Longitudinal Section 12 of 13
- 128408 B Water Plan and Longitudinal Section 13 of 13
- 128409 B Common Trench Details
- 128410 B Support Under Roads Including Common Trenches
**Mon Repos Sewer**

128411  B  Locality Plan and Drawing Index
128412  B  Sewer Setout Details and Legend
129413  B  Sewer Plan and Longitudinal Section 1 of 11
128414  A  Sewer Plan and Longitudinal Section 2 of 11
128415  A  Sewer Plan and Longitudinal Section 3 of 11
129416  A  Sewer Plan and Longitudinal Section 4 of 11
128417  B  Sewer Plan and Longitudinal Section 5 of 11
128418  B  Sewer Plan and Longitudinal Section 6 of 11
129419  B  Sewer Plan and Longitudinal Section 7 of 11
128420  B  Sewer Plan and Longitudinal Section 8 of 11
128421  B  Sewer Plan and Longitudinal Section 9 of 11
128422  B  Sewer Plan and Longitudinal Section 10 of 11
128423  B  Sewer Plan and Longitudinal Section 11 of 11
128424  B  Air Valve Pit Details and Fittings Schedule
128425  B  Common Trench Details
128426  B  Support Under Roads Including Common Trenches

**Standard Drawings**

SEQ-SEW-1200-1  Soil Classification Guidelines & Allowable Bearing Pressures for Anchors and Thrust Blocks
SEQ-SEW-1200-2  Embedment & Trenchfill Typical Arrangement
SEQ-SEW-1201-1  Typical Standard Embedment Flexible & Rigid Pipes
SEQ-SEW-1202-1  Typical Special Embedment Inadequate Foundations Requiring Over Excavation & Replacement (if needed)
SEQ-SEW-1203-1  Typical Special Embedment Concrete & Stabilised Supports
SEQ-WAT-1205-1  Typical Thrust Block Details Mass Concrete
SEQ-WAT-1206-1  Typical Thrust & Anchor Blocks for Valves
SEQ-WAT-1207-1  Typical Thrust & Anchor Blocks for Vertical Bends (use this for horizontal bends inside in common trench also)
SEQ-WAT-1301-1  Typical Valve & Hydrant Installation (trafficable)
SEQ-WAT-1302-1  Typical Hydrant Installation (trafficable) (hydrant tee does not need thrust block)
W1101 (BRC)  Hydrant & Valve Marker Locations
22405 (BRC) &  Bored Rd Crossings – Pipe Connections (use SEQ-WAT-1205-1 instead of W0041 for details)

2.4.4 VOLUME 4—Appendices

Appendix A – Basis of Payment
Appendix B – Technical Specification
Appendix C – Soil Assessment and Management
Appendix D – ADAC XML Guidelines
Appendix E – Protected Flora Species Report
Appendix F – Bridge Crossing Details
Appendix G – Other Environmental Reports
2.5 TENDERER TO FULLY INFORM ITSELF

2.5.1 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:
   iii. 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
   iv. 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
   v. the availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions)
   vi. all applicable legislative requirements, taxes and insurance premiums (including compulsory insurance premiums)
   vii. all Authority requirements relating to the Contract and the work under the Contract, and
   viii. 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
   ix. 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
   x. obtain all appropriate professional and technical advice with respect to the matters referred to in Clauses 5.1(a)(i) to 5.1(a)(iii) of these Conditions of Tendering.

b) By lodging a Tender, the Tenderer warrants that it has complied with Clause 2.5.1(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.

2.5.2 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 2.5.2(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 (in excel format only)
- Register of Tenderer’s Project Content (in excel format only)
- Dayworks Schedules (in excel format only)
- Tenderer's Declarations and Acknowledgements (Forms 2.1 to 2.3 inclusive of Vol. 2)
- Contractor’s Acknowledgement of Bundaberg Regional Council’s General WH&S Requirements
- Construction Programme
- Construction Methodology

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. Supporting information should also include indicative delivery timeframes of key milestones.

3.3 SITE INSPECTION AND BRIEFING MEETING

There will be no mandatory briefing meeting for this Tender, however the site is open to the public and available for inspection by prospective Tenderers. By making a submission under this Contract, Tenderers are deemed to have inspected the site and made due allowance for site conditions and risks associated with the Works Under the Contract in accordance with **Clause 1.2.1(e) of the Supplementary Conditions of Contract**.

3.4 THE PRINCIPAL’S CONTACT PERSON

Enquiries regarding this tender may be directed to the Project Manager (Major Projects) via the LG Tender Box online forum.

3.5 TIMEFRAME MILESTONES

The key Programme 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>21 August 2018</td>
</tr>
<tr>
<td>Principal Contractor Selected and Appointed</td>
<td>31 August 2018</td>
</tr>
<tr>
<td>Practical Completion</td>
<td>In accordance with Tenderer’s Program, but no later than 7 December 2018</td>
</tr>
</tbody>
</table>
4 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>
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</thead>
<tbody>
<tr>
<td><strong>Financial Score</strong></td>
</tr>
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</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>• Creation of local employment opportunities;</td>
</tr>
<tr>
<td><strong>Demonstrated understanding of Works under Contract</strong></td>
</tr>
<tr>
<td>• Construction Methodology;</td>
</tr>
<tr>
<td>• Demonstrated experience in working in environmentally sensitive areas (e.g. acid sulfate soils)</td>
</tr>
<tr>
<td>• List of Departures / Qualifications / other conditions included within the tender submission;</td>
</tr>
<tr>
<td><strong>Project Risk and Opportunity</strong></td>
</tr>
</tbody>
</table>

4.1 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.

4.2 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.

4.3 COST OF TENDERING

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

4.4 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

Delete this Clause and replace it with the following:-

"Security shall be lodged within fourteen (14) days of the Date of Acceptance of the 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.”

Delete the following section:

“Notwithstanding that the Contractor is not entitled to an extension of time the Superintendent may at any time and from time to time before the issue of the Final Certificate by notice in writing to the Contractor extend the time for practical Completion for any reason.”

And replace with:

“Notwithstanding that the Contractor is not entitled to, or has not claimed an extension of time, the Superintendent may, in its absolute discretion and without being under any obligation to do so, at any time and from time to time before the issue of the Final Certificate, by notice in writing to the Contractor, extend the time for Practical Completion for any reason.”

Clause 35.8  Bonus for Early Practical Completion

Delete this Clause.
Clause 40.1 Variations to the Work

In addition to this clause:

“Despite any provision of this Contract to the contrary, no variation shall invalidate or amount to a repudiation of this Contract.

For the avoidance of doubt, the Principal shall be entitled to have any omitted work carried out by other contractors.”

Clause 42.1 Payment Claims, Certificates, Calculations and Time for Payment

In addition to this clause:

“For the avoidance of doubt, a reference date under the Payments Act shall not arise during the period following the end of the month in which Practical Completion is reached, until the time for making the Final Payment Claim under Clause 42.7.”

The following Clauses has been added to those of AS2124-1992:

Clause 42.12 Security of Payment Act

a) For the purposes of this Clause 42.12, the Security of Payment Act may refer to either the BCIP Act or BIF Act, which ever the case may be.

b) The Contractor must ensure that a copy of any written communication it delivers or arranges to deliver to the Principal of whatever nature in relation to the Security of Payment Act, including a payment claim under the Security of Payment Act, is provided to the Superintendent at the same time.

c) In responding to the Contractor under the Security of Payment Act, the Superintendent also acts as the agent of the Principal.

d) If, within the time allowed by the Security of Payment Act for the service of a payment schedule by the Principal, the Principal does not:

i. Serve the payment schedule itself; or

ii. Notify the Contractor that the Superintendent does not have authority from the Principal to issue the payment schedule on its behalf, then a payment schedule issued by the Superintendent under the Contract which relates to the period relevant to the payment schedule will be taken to be the payment schedule for the purpose of the Security of Payment Act (whether or not it is expressly stated to be a payment schedule).

e) Without limiting paragraph (c), the Principal authorises the Superintendent to issue payment schedules on its behalf (without affecting the Principal’s right to issue a payment schedule itself).

f) For the purposes of the Contract, the amount of the progress payment to which the Contractor is entitled under the Contract will be the amount certified by the Superintendent in a payment certificate under Clause 42.1 less any amount the Principal may elect to retain, deduct, withhold or set off in accordance with the Contract.
g) The Contractor agrees that:

i. The date described by Clause 42.1 as the date on which the Contractor is entitled to make a progress claim is, for the purposes of the Security of Payment Act, the reference date; and

ii. A progress claim is not a document notifying an obligation on the Principal to make any payment and the Principal will have no liability to make a payment of any amount in respect of a claim for payment unless the amount has been included in a payment certificate issued by the Superintendent in accordance with Clause 42.1.

Clause 49  Rise and Fall

49.1 Overview

a) For payments made to the Contractor for work under the Contract completed prior to the Date for Practical Completion, rise and fall adjustments will be applied in accordance with Clause 49.2 of these General Conditions of Contract.

b) No cost adjustment shall be made under this Clause 49 of the General Conditions of Contract for work under the Contract carried out after the Date for Practical Completion.

49.2 Bitumen

a) The Contract Sum shall be subject to adjustment for variations in the cost of bitumen supplied by the Contractor in accordance with the following formula:

\[ D = (C - B) \times A \]

Where –

A = the quantity of bitumen supplied by the Contractor derived from:

- The calculation of residual bitumen at 15 degrees Celsius where the product is sprayed bituminous surfacing or a tack coat
- The approved design binder content where the product is asphalt
- The approved residual binder content where the product is a bituminous slurry surfacing and
- Where the binder is modified bitumen, the quantity shall be the quantity of manufactured polymer modified binder.

B = the price of Class 170 bitumen on the 15th day of the month prior to the Time of Lodgement of Tenders.

C = the price of Class 170 bitumen on the 15th day of the month during which the work is performed.

D = the applicable cost adjustment for the relevant Claim for payment submitted under Clause 42 of the General Conditions of Contract.

b) The price of Class 170 bitumen shall be the average general market price of Class 170 bitumen of all Queensland manufacturers.
PART A

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>The law applicable is that of the State or Territory of:</td>
<td>Queensland</td>
</tr>
<tr>
<td>Payments under the Contract shall be made at:</td>
<td>Bundaberg</td>
</tr>
</tbody>
</table>
| 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:                                                 | Project Manager  
  Major Projects                                                       |
| The address of the Superintendent:                                  | P O Box 3130  
  BUNDABERG QUEENSLAND 4670                                          |
<p>| Limits of accuracy applying to quantities for which the Principal   | As per Volume 4 Appendix A – Basis of Payment of the Tender |
| accepted rates:                                                     | Documentation |
| Bill of Quantities - the alternative applying:                      | Alternative One (1) |
| The time for lodgement of the priced copy of the Bill of Quantities: | At Tender |
| # 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% 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      | Five (5) days |
| recourse to retention moneys and/or to convert security:            |         |
| (Clause 5.5)                                                        |         |
| The percentage to which the entitlement to security and retention   | Fifty (50) percent (in the form of 1 bank guarantee to the value of 2.5% of the contract sum) |
| moneys is reduced:                                                  |         |
| (Clause 5.7)                                                        |         |
| Interest on retention moneys and security – the alternative        | Alternative Two (2) |
| applying: (Clause 5.9)                                              |         |
| The number of copies to be supplied by the                          |         |
| <strong>Principal:</strong> (Clause 8.3) | One (1) Electronic version |
| <strong>The number of copies to be supplied by the Contractor:</strong> (Clause 8.4) | One (1) Electronic version |
| <strong>The time within which the Superintendent must give a direction as to the suitability and return the Contractor’s copies:</strong> (Clause 8.4) | Fourteen (14) days |
| <strong>Work which cannot be subcontracted without approval:</strong> (Clause 9.2) | Any portion of the works |
| <strong>The percentage for profit and attendance:</strong> (Clause 11(b)) | Ten (10) percent exclusive of GST |
| <strong>The amount or percentage for profit and attendance:</strong> (Clause 11(c)) | Ten (10) percent exclusive of GST |
| <strong>Insurance of the Works - the alternative applying:</strong> (Clause 18) | Alternative Two (2) |
| <strong>The assessment for insurance purposes of the costs of demolition and removal of debris:</strong> (Clause 18(ii)) | Nil |
| <strong>The assessment for insurance purposes of consultants’ fees:</strong> (Clause 18(iii)) | Nil |
| <strong>The value of materials to be supplied by the Principal:</strong> (Clause 18(iv)) | TBA |
| <strong>The additional amount or percentage:</strong> (Clause 18(v)) | Nil |
| <strong>Public Liability Insurance – the alternative applying:</strong> (Clause 19) | Alternative One (1) |
| <strong>The amount of Public Liability Insurance shall be not less than:</strong> (Clause 19) | $20,000,000 |
| <strong>The time for giving possession of the Site:</strong> (Clause 27.1) | Fourteen (14) days from the date which the Superintendent deems the Contract Plan suitable. |
| <strong># The date for Practical Completion:</strong> (Clause 35.2) | As per Tenderer’s Program, but no later than 7 December 2018 |
| <strong># Liquidated Damages per day:</strong> (Clause 35.6) | $500 per day [costs to Principal for on-going internal project management and superintendent resources] |
| <strong># Limit of Liquidated Damages:</strong> (Clause 35.7) | No limit |</p>
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<td>The Defects Liability Period:</td>
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<td>Chairman of the Institution of Engineers, Australia Queensland Division</td>
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REQUEST FOR TENDER

CONTRACT NO. TEN/0416

Construction of

MON REPOS WATER AND SEWER PIPELINES

VOLUME 1
SUPPLEMENTARY CONDITIONS OF CONTRACT

Issued: 28 July 2018
Version: 1.0
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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, the nominated Standard Drawings and the requirements outlined in Appendix B – Technical Specifications.

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

Acid Sulfate Soils

The Principal has commissioned an initial Acid Sulfate Soil (ASS) investigation for the entire sewerage pressure main.

Sampling locations 1 and 2 are situated within the environmental reserve and area associated with the proposed Sewerage Pressure Main route.

Sampling location 3 is situated within the Mon Repos Road reserve and is associated with the proposed Water Reticulation route.

Sampling locations 4, 5 and 6 are situated within the Mon Repos Road reserve and are associated with the combined Pipeline Route.

The investigation indicated a strong possibility of ASS being present on-site.

The ASS investigation indicated that soil may be temporarily stockpiled without treatment for up to 18 hours. If the excavation remains open for more than 18 hours, the soil would require the treatment of 1kg of fine agricultural lime per tonne of soil effected.
Excavated surplus soil not replaced within 18 hours of excavation would require neutralising (with agricultural lime) and validated by soil testing before being re-used or disposed of off-site.

Details of the investigation has been provided in Volume 4 - Appendix C as background information for the Contractor to take into consideration when developing its tender submission, construction methodologies and Acid Sulfate Soil Management Plan (ASSMP).

Contaminated Land

The environmental reserve (Lot 12 on SP225498) is listed on the Environmental Management Register (EMR) which is administered by the Contaminated Land Unit of the Department of Environment and Science (DES), for the previous use and operation of a livestock dip / spray race facility. The cattle dip / spray yard was located in the southwest corner of the property, approx. 1.5km from the proposed works, with only the immediate adjacent area being affected by the chemicals.

That being said, as the lot is listed on the EMR, any excavated / surplus spoil originating from the nature reserve cannot be removed without testing for contaminants, and may require a disposal permit dependent upon the receival location of the material.

Contaminated Soils

The environmental reserve is transversed by a former railway which run east to west. While the railway and ballast have been removed, the easement remains to which the proposed sewerage pressure main route will utilise. The easement consists of a raised hardened embankment and is generally clear of vegetation.

Previous hazardous contaminants investigations have been undertaken on the historical rail reserve to quantify the level of residual hydrocarbons, heavy metals and pesticides common to the previous land use. The investigation found that the recorded arsenic levels (5-120 mg/kg) were above the health-based criteria for residential areas (100 mg/kg), but below that of the actual applicable land use criteria (200 mg/kg).

Details of the investigation has been provided in Volume 4 - Appendix C as background information for the Contractor to take into consideration when developing its tender submission, construction methodologies and Safety Plan (i.e. when determining minimum personal protective equipment [PPE] requirements for the Works).

Soil Profile Information

As part of the ASS investigation, a trailer mounted with a 100mm solid flight auger was used to take soil samples at 250mm intervals, to which the soil profile logs have been included within Volume 4 - Appendix C.

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.

1.3.1 Ergon Energy

Several sections of the Works require construction activities to encroach within five (5) meters of Ergon Energy power poles and stays.

Within 14 days of Acceptance of Tender, and as part of the Contractor’s Quality Plan, the Contractor shall provide details within its proposed construction methodology as to how Works are to be managed when working within a five (5) metre radius of existing power poles and stays. The construction methodology shall ensure that at no time (during or after construction) the strength of the existing power poles and / or stays, are not reduced from that of the current arrangement.

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.

Surplus material from the works shall not be placed on private property unless written authorisation is granted by Council. All surplus soil material is to be transferred to Council’s waste facilitates (fees shall not apply to the contractor).

The Contractor shall forward a copy of any LUA’s to the Superintendent for prior approval.
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, existing flora (1.8 metre high fence at the drip line) and storage areas for the duration of the WUC.

Cattle is often agisted within the environmental reserve, to which the sewerage pressure main will transverse. The fencing used to demark the perimeter of the Works and / or site facilities should be of a standard that will adequately separate the cattle from the work area during the hours of operation and non-operation.

It shall be the Contractor’s responsibility to provide any temporary gates / fencing arrangements that may be required to allow access to the Work area for deliveries, plant and personnel, while maintaining security to any agisted cattle within the broader reserve.

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 with:

a) WSA 03 Part 2: Construction, Clause 12.6; and / or
b) WSA 07 Part 3: Construction, Clause 14.7.

1.12 Sewage

Disposal of sewerage shall be in accordance with the Contractor’s Environmental Management Plan - Construction (EMP-C) off-Site. No sewage shall be disposed of on-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 AS / NZS 3000. 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
   (incl. provisions for Cultural Heritage and Acid Sulfate Soil);
d) The Safety Plan;
e) The Traffic Management Plan; and
f) The Community Liaison Plan.

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 Contract 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 INTERIM PLANS

Where the Contractor proposes to commence Work before the Superintendent has given a direction under the provision of Clause 8.4 of the GCoC that a Management Plan is suitable, the Contractor shall submit to the Superintendent an interim copy of the management plans as outlined in Clause 2. These Plans shall be submitted seven (7) days before the Contractor commences Work on the Site. They shall be compiled in accordance with the requirements set out in this Supplementary Conditions of Contract or applicable standard as appropriate, and contain sufficient particulars to demonstrate the Contractor’s commitment to its obligations and management of the quality, environment, safety, traffic, and community liaison issues for the first two (2) months of the Contract Period.
4 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) Post Tender Notifications and Submissions  
c) Notices to Tenderers  
d) Supplementary Conditions of Contract  
e) General Conditions of Contract  
f) Conditions of Tendering  
g) Contract Drawings  
h) Standard Drawings  
i) Technical Specifications  
j) Completed Tender and schedules  
k) 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.

The Contractor’s attention is drawn to the known difference between the Bill of Quantities (Volume 2 – Returnable Schedules) and the Fitting Schedules outlined within the Contract Drawings (Water – 128408 Rev B and Sewerage – Drawing 128424 Rev B). The difference is attributed to the fitting schedules being inclusive of all the elements of the pipelines, i.e. including beyond the defined limit of works (approx. CH820) outlined on Contract Drawings (Water – 128398 Rev A and Sewerage – 128415 Rev A). As such, the Contractor should consider the quantities within the Bill of Quantities to be more accurate to the WUC.

5 CONSTRUCTION PROGRAMME

5.1 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.

5.2 Programme Format

The initial and subsequent Construction Programme shall comprise the following:
a) A Gantt Chart produced and supplied electronically in Microsoft Project format, or other programme as approved by the Superintendent, 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.

5.3 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.

6 QUALITY MANAGEMENT

6.1 Requirement

The Contractor shall implement a quality management system under this Contract in accordance with the requirements of AS / NZS ISO 9001.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 Testing

Testing shall be in accordance with:

c) the requirements outlined in Appendix B – Technical Specifications
d) latest revision of the relevant Australian Standards
e) the requirements of the Contractor’s Quality Management Plan (QMP)

All costs associated with ensuring that any subcontracted works / procured supplies are subject to the Contractor’s QMP, such that when incorporated into the Works, the subcontracted works / procured supplies comply with the requirements of the Contract.

All costs associated with the provision of test results / conformance documentation for all Works (including subcontracted works / procured supplies) to the Superintendent for review in accordance with the timeframes specified in the Contract.

6.7 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.

6.8 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.

7 AS-CONSTRUCTED DOCUMENTATION

The Contractor shall complete an ‘As-constructed’ survey of the Works, in accordance with the requirements minimum requirements outlined below:

7.1 Required Features

In conjunction with the requirements of Clause 7.4, the Contractor shall complete an ‘As-constructed’ survey of:

a) Invert levels – intervals governed by change in horizontal and vertical grades
b) Structures – invert and surface levels
c) Evidence of all underlying layers claimable in the Bill of Quantities

7.2 Co-ordinate System and Survey Coding

The ‘As-constructed’ survey shall comply with the following:

a) Datum – Geocentric Datum of Australia (GDA)
b) Grid Co-ordinates – Map Grid of Australia (MGA94) Zone 56
c) Vertical Co-ordinates – Australian Height Datum (AHD)
   i. levels to be referenced to origin permanent survey mark with adopted height value
d) Coding – as per TMR Surveying Standards, which can be accessed via TMR’s website:
   i. Business and industry > Technical publications > Surveying

7.3 Accuracy Requirements

The accuracy requirements for the required features shall be:

a) Culvert inverts and structures – 25mm
b) Survey marks – 10mm
c) Other – Horizontal 50mm; Vertical 10mm
7.4 XML Files

The Contractor shall be required to complete an ‘As-constructed’ XML File in accordance with Bundaberg Regional Council’s Guidelines for Creation and Submission of ADAC XML Files, which has been provided in Appendix D.

The Principal shall provide XML files, as required, to the Contractor for use in producing As Constructed documentation.

The information required to be recorded in the ‘As-Constructed’ XML File shall generally be associated with the minimum survey features outlined above.

The information recorded in the Contractor’s ‘As-Constructed’ XML File shall be reviewed by the Surveyor during the ‘As-Constructed’ survey, and amended where required.

7.5 Deliverables

The following deliverables shall be submitted to the Superintendent within 5 working days of reaching Practical Completion:

a) A detailed feature survey in 12d ASCII format (*.12da) in accordance with the above;

b) ‘As-constructed’ XML Files, in accordance with the above; and

c) 12D ADAC Report in HTML format, in accordance with the above.

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

7.6 Commissioning / Operation Documentation

The Contractor shall forward all commissioning and / or operational documentation associated with the Works to the Superintendent as part of the Contractor’s Request for Practical Completion.

8 ENVIRONMENTAL MANAGEMENT

8.1 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.

8.2 Contents of Environmental Management Plan - Construction

The EMP-C shall be consistent with the requirements of Appendix B – Technical Specification and be inclusive of the following minimum requirements:

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) Acid Sulfate Soils
- h) Cultural Heritage
- i) Vegetation Management
- j) Fauna Management
- k) Storage of fuel and other hazardous goods
- l) Fuelling and maintenance of vehicles and equipment
- m) Disposal of waste (including fuel, oil, chemicals and sewage)
- n) Disposal of excess spoil
- o) Water quality and surface water runoff
- p) Management of Site Dewatering
- q) Contaminated water / land
- r) Sedimentation and erosion control
- s) Stockpile Management
- t) Re-vegetation and reinstatement of disturbed areas
- u) Management of weeds and pests
- v) Waste Management
- w) Handling and Reporting Environmental Incidents

8.3 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.

8.4 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.

8.5 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.

8.6 Acid Sulfate Soil

The Contractor shall be responsible for the management of Acid Sulfate Soils (ASS) within the Worksite. The Environmental Management Plan 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.).

8.7 Cultural Heritage

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.

The Environmental 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.

8.8 Vegetation Management

The Principal has commissioned a Protected Flora Species Report (PFSR) (which includes a Vegetation Management Report as one of its appendices) for the entire sewerage pressure main.

The PFSR included an ecological survey of the proposed clearing extent (5m either side of the trench centreline) and generally found that there was no threatened flora species present.

The PFSR did identify a fig tree at approx. CH1400 as being of significance due to its size (22m high x 12m wide), proximity to the works (5m) and being a potential animal breed place. The PFSR recommended a tree protection zone of 5m be implemented to ensure that the tree and roots are not damaged by the works.

The Principal will arrange for an inspection of the fig tree to determine the level of canopy and root trimming required to facilitate the trenching works.

The Contractor is to provide seven days’ notice to the Superintendent as to when the progress of works will interact with the area.

The Principal’s arborist will carry out any of the works deemed necessary to the tree.

A BOQ Item has been made available to the Contractor to reimburse the costs of vacuum excavating the trench either side of the tree, to allow for the trench to remain open should the tree roots require trimming and treatment (up to four days), and to compensate the Contractor for any loss in productivity.
Details of the investigation has been provided in Volume 4 - Appendix E as background information for the Contractor to take into consideration when developing its tender submission, construction methodologies and EMP-C.

8.9 Fauna Management

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.

Under the Nature Conservation Act 1992, potential animal breeding places of protected wildlife exist within the clump of vegetation adjacent to the fig tree at approx. Ch1400.

The Principal has taken this into account when finalising the design and has diverted the alignment laterally towards the road to create 5m of separation in an attempt to reduce interaction with the vegetation.

Should the Contractor’s construction methodology require clearing of the vegetation within the vicinity of CH1400, a licenced qualified fauna spotter catcher should be engaged by the Contractor to conduct a pre-clearing survey, submit a Department of Environment and Science species management plan, be onsite for clearing and grubbing works and complete a wildlife data record.

All other trees are to be inspected for fauna prior to being felled. Trees with fauna present are to be tagged, with the fauna allowed to move on of their own accord.

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.

8.10 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.
9 WORKPLACE HEALTH AND SAFETY

9.1 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 9 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.

9.2 Documentation Required As Part of Tender Submission

The Contractor shall complete Contractor’s Acknowledgement of Bundaberg Regional Council’s General Workplace Health & Safety Requirements (Volume 2 – Returnable Schedules) as part of the Contractor’s Tender submission.

9.3 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.

9.4 Workplace

The Site shall be the “construction workplace” as defined in the Act.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

Accordingly, 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.

10 TRAFFIC MANAGEMENT

10.1 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, 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 10.2 of this Document shall apply.

10.2 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 requirements of Appendix B – Technical Specification and 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.

10.2.1 Transport Management Plan

The Transport Management Plan shall be included within the Traffic Management Plan and outline the following:

a) Objectives of the Transport Management Plan;
b) Proposed haul route(s);
c) Proposed haulage plant
d) Proposed site access(es);
e) Potential impacts upon the existing road network;
f) Proposed mitigation measures; and
g) The proposed monitoring / auditing / reporting process.

The Contractor shall review the success of the Transport Management Plan in conjunction with the TMP inspections as outlined in Appendix B – Technical Specification.

10.3 Restrictions to Traffic

Restrictions to the passage of vehicular traffic through the Site shall be subject to the requirements outlined in the Traffic Management Plan.

10.4 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.
10.5 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.

10.6 Contractor’s Obligations

Nothing contained in Clause 10 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.

11 COMMUNITY LIAISON

11.1 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.

11.2 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.
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, Safety Plan, TMP and CLP;
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

Where required, 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 CONTRACTOR’S REPORTS

13.1 General

The Contractor shall submit daily and / or monthly reports to the Superintendent in a format approved by the Superintendent. If the Contractor fails to comply strictly with the provisions of Clause 13 of this Document, the Principal may suspend payments under Clause 42 of the GCoC until the Contractor does comply.

13.2 Daily Reports

The daily reports shall be an accurate recording of all Site activities and events. Contents of the daily reports shall include but not be limited to the following:

a) A workforce report listing staff and labour personnel and the Current Programme activities on which labour was used;
b) A Sub-contract report listing Sub-contract staff and labour personnel and the Current Programme activities on which labour was used;
c) A plant and equipment report listing all constructional plant utilised, the Current Programme activities on which the plant and equipment was used and a listing of all idle plant and equipment and reasons for being idle;
d) Deliveries and quantities of materials delivered; and
e) Significant and unusual events.

Daily reports shall be submitted to the Superintendent by 11.00 am on the following working day.

13.3 Final Report

The final report shall be submitted with the request for Practical Completion and shall address, as appropriate, the following:

a) An overview of the project and the achieved outcomes
b) Contract issues (i.e. extensions of time, variations, claims and financial reporting)
c) Construction report
d) Project risks and managed outcomes
e) Non-conformances and defects
f) Workplace Health and Safety
g) Environmental matters
h) Community liaison
i) Key project learnings

The above listing is not necessarily complete and any relevant issues / incidents associated with the works, community or Contract Documents shall be included as required.

13.4 Maintenance Report

The maintenance report shall be submitted a minimum of 14 days prior to the completion of the Defects Liability Period.

The maintenance report shall detail all faults / defects present within the works, whether they are attributed to workmanship under the Contract and the proposed rectification technique (if applicable).

If not maintenance report is provided by the Contractor by the specified date, the Contractor shall be deemed to have accepted responsibility for all faults which may be present.

14 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.

15 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.