Tender Documents

Part 3 – Specification

Request for Tender: Relining of Sewers in Mitchell, Injune & Surat – 2019/20 (RFT)

Closing Time: 2:00 pm (Australian Eastern Standard Time)
14 October 2019

Tender Number: 20006
1. BACKGROUND INFORMATION
   1.1 Introduction
   1.2 About the Project
   1.3 About the Tenderer
   1.4 Qualifications, Skills and Experience of Key Personnel

2. PARTICULARS OF GOODS AND SERVICES
   2.1 General
   2.2 Retention of Structural Condition of Existing Sewer Section
   2.3 Surcharge Prevention
   2.4 Sewer Cleaning
   2.5 Disposal of Refuse
   2.6 Initial CCTV Survey
   2.7 Remediation of Defects in Host Pipe
   2.8 Removal of Protruding Rubber Rings
   2.9 Installation of Repair Patches
   2.10 Spot Repairs
   2.11 Supply, Delivery and Installation of Lining
   2.12 Longitudinal Shrinkage of CIPP Liners
   2.13 Alteration of Manholes
   2.14 Testing of Liners
   2.15 Testing for Ovality
   2.16 Air Testing
   2.17 Final CCTV Inspection of Completed Works
   2.18 Recording of Asset and As Constructed Information
   2.19 Real Property Survey Pegs
   2.20 Existing Fences
   2.21 Restoration
   2.22 Undeveloped Areas
   2.23 Grassed Areas
   2.24 Gardens and Parks
   2.25 Concrete Driveway and Paved Areas
   2.26 Restoration of Roads and Surfaces
   2.27 Acceptance Criteria and Practical Completion
   2.28 Technical Requirements – Sewer Pipe Linings
   2.29 Construction
### 3. OTHER REQUIREMENTS

- **3.1 General**
- **3.2 Timeframe for Completion**
- **3.3 Supervision and Inspection**
- **3.4 Responsibilities**
- **3.5 Latent Conditions**
- **3.6 Contract Meetings**
- **3.7 Consideration of Others**
- **3.8 Industrial Matters**
- **3.9 Weather Protection**
- **3.10 Haulage of plant and materials**
- **3.11 Safety Obligations**
- **3.12 Quality**
- **3.13 Environmental**
- **3.14 Incident Reporting**

### 4. PRICING & PAYMENT

- **4.1 Tender Response**
- **4.2 Payment**
- **4.3 Variations**
- **4.4 Daywork**

### 5. OTHER RELEVANT DOCUMENTS
1. **BACKGROUND INFORMATION**

1.1 **Introduction**
Maranoa Regional Council is inviting suitably qualified and experienced Contractors to submit a Lump Sum Price made up of two portions, a Tender Schedule Summary and Schedule of Rates for Daywork and supporting documentation for the design and installation of a sewer relining product in the Townships of Mitchell, Injune and Surat. The scope of work will include the rehabilitation of approximately 4,743 metres of gravity sewer in various Streets in Mitchell, Injune and Surat. The sewer mains are all vitreous clay and generally are in reasonable condition for relining. Some civil works may be required for displaced joints, which will be carried out by Maranoa Regional Council. CCTV reports are provided for information.

1.2 **About the Project**
The work to be performed under this Contract comprises the provision of all materials, plant and labour, and the performance of all operations necessary for the complete and proper rehabilitation of the existing sewer pipes, in various streets in Mitchell, Injune and Surat, as indicated on the drawings (Part 3 - Attachments 1 – 3). Attachments 4 – 6 show CCTV results of the sewers included under this scope of works. The scope of work is to include, but is not limited to, the following:
- Locating and accessing all required chambers, traps, inspection openings and pipes;
- Initial cleaning and de-rooting including debris removal and disposal;
- Initial CCTV survey;
- Rehabilitation of sewer mains;
- Sealing of junctions;
- Final CCTV survey;
- Liaison with the public and authorities with the Principal’s approval;
- Management of water, sewer and existing site conditions;
- Traffic control; and
- Restoration of the site.

1.3 **About the Tenderer**
Council is seeking a suitably skilled, qualified and experienced Contractor to undertake the project. To assist Council in the evaluation process, Tenderers are required to provide the following information when submitting the tender:
- **Business Overview** – Please provide a brief summary of the Tenderer’s background and capabilities along with high level financial information about the business;
- **ASIC Company Extract** - Please provide a copy of the ASIC Company Extract;
- **Insurance Coverage** – Please provide a copy of the business’s insurance policies, the insurance requirements are stipulated below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Value ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public liability</td>
<td>$20,000,000 for each and every occurrence, unlimited in the number of occurrences</td>
</tr>
</tbody>
</table>
Workers’ compensation | WorkCover Queensland
| Comprehensive insurance for all vehicles, plant and equipment (whether registered or not) to the prescribed statutory amount.

- **Completed Projects and Referees** – Please provide an outline of two (2) recently completed projects that are of a similar type and scale to that described in the tender documents, and a minimum of 2 referees from these projects; and

- **Methodology** – Please supply a project methodology statement and Gantt chart outlining your methodology and the required timeframe to complete this project. The Tenderer shall detail the commencement date and the time required to complete the work with such times being calculated from the date of notification of the acceptance of the Contractor’s Tender.

### 1.4 Qualifications, Skills and Experience of Key Personnel

In addition to the experience of the business for this type and scale of project, Council is keen to ensure that the business’s key personnel have the relevant qualifications, skills and experience, including but not limited to:

- Project Management and Supervisory Staff have sound industry experience and meet a minimum requirement of five (5) years’ industry experience in sewer installation;
- Current CPCCOHS1001A ‘Work safely in the construction industry’ (Tenderers must include a copy);
- Any person undertaking plant operating roles on the project are to be suitably trained and qualified and the relevant Skills Assess (Verification of Competency) undertaken by the Contractor (Tenderers must include a copy);
- Any person undertaking Traffic Control duties on the project must be qualified to undertake that work; furthermore other unqualified staff members are not permitted to engage in the control of traffic; and
- Key Sub-contractors that are anticipated to undertake substantial parts of the works.

To assist in Council’s evaluation process, the Tenderer is required to provide detailed resumes of all key personnel who will manage or supervise the works on site.

Tenderers are required to submit copies of licence(s) held by employees and Sub-contractors of the Contractor to carry out the works under Contract.

### 1.4.1 Upload of Compliance Information) Licences, Insurances etc.)

In response to Council’s tenders, Tenderers provide a broad range of attachments including insurances, staff licences and competencies. Tenderers are required to upload staff competencies, licences and insurance details on Beakon (Council’s Compliance Management System), either before the Tender process or prior to its closing date/time. Beakon will become a ‘compliance library’, and as such, suppliers will no longer be required to provide compliance information in their responses to individual quotes & tenders.

Tenderers can register by visiting https://au.beakon.io/mrc/index.php?entryPoint=UserRegistration. The registration wizard will guide Tenderers through the process, including prompts to upload business and
employee information. Tenderers will first be required to register their company (with the user name being the administrator’s e-mail address) and each individual employee (with the user names following the naming convention of ‘name.surname’). More information is available on Council’s website (under the sub-heading ‘Online Induction’).

2. PARTICULARS OF GOODS AND SERVICES

2.1 General
The sewer main shall be rehabilitated by installation of cured in-place liners, slip-lining or spiral-lining, all methods using either PE or PVC based lining materials.

The proposed method of sewer rehabilitation shall meet the following performance requirements:

- Restoration of structural integrity of complete sewer lengths from access chamber to access chamber at locations specified on the drawings (Part 3 – Specification – Attachments 1 to 6);
- Rehabilitated sewer pipe to withstand applied soil and hydrostatic pressures and traffic loadings;
- Minimum reduction in hydraulic capacity;
- Lining shall be complete and continuous with no significant gaps that may create an obstruction within the sewer pipe; and
- Spiral lining (if used) of each section shall utilise continuous length of profile with no joints permitted.

The successful Tenderer may elect to provide alternative methods of sewer rehabilitation to the methods mentioned above, and in such cases the successful Tenderer must provide all details necessary to enable an evaluation of the alternative(s) with respect to the requirements specified herein.

2.2 Retention of Structural Condition of Existing Sewer Section
No activity of the successful Tenderer during preparation of the sewer section and installation of the liner shall adversely affect existing structural integrity of the sewer, unless otherwise agreed to by the Superintendent.

2.3 Surcharge Prevention
When the flow in a sewer line is plugged, blocked and/or bypassed, sufficient precaution must be taken to protect the sewer lines from surcharging and damage. Precaution must also be taken to ensure that control operations do not cause flooding or damage to public and private properties.

The successful Tenderer must ensure that surcharges or overflows of the sewer as a result of lack of capacity of a main sewer line diversion system do not occur. It will be the successful Tenderer’s responsibility to assess the flow in each line and to ensure that all plant and equipment used for the temporary diversion of flows is of adequate performance. The sewer concerned may be subject to inflow and/or infiltration.

If the diversion capacity is exceeded, the successful Tenderer shall either:

- Cease work at the earliest time possible and reinstate flow in the main line.
OR

- Continue work by increasing the diversion system capacity to match the higher actual or anticipated flow rate.

The successful Tenderer will be responsible for clean-up and restoration of any area affected by surcharge or overflows associated with these works, to the satisfaction of the Superintendent. In the event that the assistance of Council maintenance staff and/or equipment are required, whether at the request of the successful Tenderer or not, to facilitate or accelerate any clean-up or restoration activities following a sewer surcharge or overflow, any costs incurred by the Council maintenance staff shall be deducted from the monies due to (or becoming due to) the successful Tenderer in accordance with the provisions of the Contract conditions. Such costs shall include any direct or indirect statutory fees, charges or infringement costs incurred by the principal arising as a result of the environmental impacts from the surcharge or overflow.

### 2.4 Sewer Cleaning

Before cleaning of the sewer pipes can begin, the contractor will get all property owners/occupiers (in the case of rental properties) to sign a Notice of Sewer Relining. This Notice will be provided by Council.

All sewer pipes shall be cleaned, before the initial CCTV inspection, by water jetting or other approved method, to remove all silts, grease, roots and loose material, to the satisfaction of the Superintendent. Contractor must allow for heavy cleaning as there is a high possibility of sediment build up in the pipes. Methodology of cleaning and debris removal shall not cause any blockages or spillages during the cleaning process. The cost of cleaning of sewer pipes shall be borne by the successful Tenderer and deemed to be included in Part 4 – Section 5.3(a) – Bill of Quantities.

Any spillages/spray inside commercial or private properties due to the cleaning operation will be cleaned by professional cleaners at the contractor’s expense, and the property owners/occupiers will be notified of the spillage as soon as possible. If this spillage is caused by the contractors cleaning method, the contractor must advise the principal immediately, and proposal an alternative method of cleaning to reduce the likelihood of the spillage happening again. No extra payment shall be made for the alternative method of cleaning.

The successful Tenderer shall use techniques that do not significantly compromise the integrity of the existing sewer. Any damage caused to the sewer network during the cleaning process shall be rectified at the successful Tenderer’s expense. Any removed material that contains asbestos shall be disposed of in an approved manner.

If it is considered that the method used for cleaning is having a detrimental effect on the sewer pipe, the successful Tenderer must immediately cease the sewer cleaning. No further cleaning of sewer pipe by the initial method shall be undertaken by the successful Tenderer or it’s Subcontractor/s. The successful Tenderer shall submit an alternative method of cleaning sewer pipes to the Superintendent. Work on cleaning the sewer pipes may only recommence when the Superintendent has approved of the alternative method. No extra payment shall be made for the alternative method of cleaning.

If the Superintendent finds that the cleaning method has failed to achieve a satisfactory level of cleanliness, the successful Tenderer will undertake additional cleaning until a satisfactory level of cleanliness is achieved. No additional payment will be made for the additional cleaning.
2.5 Disposal of Refuse
All solid material removed from the sewer network during cleaning shall be prevented from passing to the downstream sewer network and shall be collected and disposed of. The successful Tenderer shall be responsible for disposal of refuse removed from the sewer pipe during cleaning operations including payment of associated fees. Disposal of this material shall comply with the requirements of the Environmental Protection Act and other relevant legislation. The successful Tenderer is to contact the Superintendent to provide prior notice of intention to discharge waste.

The cost of disposing of refuse shall be borne by the successful Tenderer and deemed to be included in Part 4 – Section 5.3(a) – Bill of Quantities.

2.6 Initial CCTV Survey
On completion of cleaning, a CCTV survey shall be undertaken. The Survey shall verify the cleanliness of the line, record the location of junctions, and confirm the location of defects and the practicality of the proposed rehabilitation works.

The CCTV survey shall be undertaken in accordance with the WSA 05-2013 Conduit Inspection Reporting Code of Australia V3.1 and the video recording shall be made available to the Superintendent upon request.

In the event that the Contractor finds a defect that would prevent the successful installation of the liner, the successful Tenderer is to inform the Superintendent immediately of the circumstances, and shall not proceed further on work on that section until directed by the Superintendent.

2.7 Remediation of Defects in Host Pipe
Where a defect has developed after the release of the Tender, or is not referenced in the Tender, the successful Tenderer will be entitled to claim the appropriate schedule rate for the respective remediation technique as stated in Part 4 – Section 5.3(a) – Bill of Quantities.

Remediation is to be approved by the Superintendent before it is undertaken.

2.8 Removal of Protruding Rubber Rings
Where the initial CCTV survey reveals that rubber rings have become loose from rubber ring joints in sewer pipe and the rubber rings are protruding into the sewer pipe, or found to protrude into where a patch is to be installed, the successful Tenderer shall remove the rubber rings (if existing) before commencing works on relining the sewer pipe or installing the patch. The cost of removing protruding rubber rings is included in the schedule as a provisional item in Part 4 – Section 5.3(a) – Bill of Quantities.

2.9 Installation of Repair Patches
Where the initial CCTV survey reveals a breakage or hole in the sewer pipe through which groundwater or soil is penetrating the sewer (which will adversely affect the reline operation), a repair patch shall be installed. The successful Tenderer is to seek approval from the Superintendent prior to proceeding.
The Provisional unit rate for Spot Repair (if required) in **Part 4 – Section 5.3(a) – Bill of Quantities** shall apply for the installation of repair patches not visible at the time of tender.

### 2.10  Spot Repairs

Where spot repairs are specified, the successful Tenderer shall be responsible for locating and determining the extent of all spot repairs required. The successful Tenderer shall carry out repairs by sleeving from within the pipe. The successful Tenderer shall advise the Superintendent if this method of spot repair is not possible and shall outline alternative treatments and associated cost variations.

### 2.11  Supply, Delivery and Installation of Lining

The successful Tenderer shall satisfy itself that each sewer pipe is sufficiently clean for installing the proposed lining immediately prior to inserting the lining. Where the successful Tenderer does not consider the sewer pipe to be sufficiently clean to allow insertion of the lining, the successful Tenderer shall take whatever steps are necessary to bring the sewer pipe to a state where the successful Tenderer is satisfied that the lining can be inserted. All costs in complying with the requirements of this paragraph shall be met by the successful Tenderer.

The successful Tenderer is to confirm the lengths of each pipe prior to any work, but these should be accurate as they are taken from CCTV works.

The lining is to be installed in a continuous operation. The successful Tenderer is solely responsible for the details of execution and suitability of methods and procedures used to satisfy the distinctive conditions of each segment.

The ends of the lining shall be blended smoothly into the manhole to ensure that there is no impediment of flow and a permanent watertight interface exists between the lining and the manhole.

The junction is to be cut out following lining and is to be sealed.

If, due to a broken and/or misaligned main at the access chamber wall, the lining fails to make a tight seal, the successful Tenderer shall, at its own expense, apply a seal at that location. The seal shall be of resin mixture compatible with the lining.

The successful Tenderer should make all necessary allowances for longitudinal and circumferential stretching of the lining.

The cost of supply delivery and installation of the liners shall be included in the activity items in **Part 4 – Section 5.3(a) – Bill of Quantities**.

The installed lining shall be:

- continuous over the total manhole to manhole length and shall be free from foreign inclusions, dry spots, bubbles, cracks, surface ripples and delamination;
- free of any leakage, either from the main to the surrounding soil or from the surrounding soil to the main;
- free of cracks, crazing, overlapping or any other defects likely, in the opinion of the superintendent, to effect the satisfactory performance of the sewer pipe;
- sized to ensure that the finished lining is a tight fit against the inside surface of the original sewer pipe.
The ends of the lining shall be:

- blended smoothly to the manhole so there is no impediment to flow and/or possibility that solids within the sewer pipe may get caught on rough edges, snags or discontinues; and
- sealed to ensure a watertight interface between the liner and the manhole.

Where the method and procedure of installing the liner permits the liner to be laid continuously through and across a manhole invert, such that two or more sewer pipe lengths can be lined in a single operation, the liner within the invert of the manhole channel may be left in place subject to the approval of the Superintendent. In the event of approval being obtained, the upper half of the installed liner within the manhole shall be cut away and removed and all edges of the retained liner sections chamfered to ensure that there is no impediment to possible sewer flow over these exposed edges.

Any sections of the lining which, in the opinion of the Superintendent, are not installed within the requirements of these specifications will be rectified, at the successful Tenderer’s cost, to the satisfaction of the Superintendent. No extra payment will be made for such rectifications.

2.12 Longitudinal Shrinkage of CIPP Liners

For liners which may be subject to shrinkage, (particularly those requiring the application of heat during the installation process), monitoring of longitudinal shortening shall be carried out and reported for each lining length installed. The successful Tenderer shall, using data provided by the liner designer, nominate the anticipated longitudinal shrinkage at completion of installation, and at periods of 12 months and 20 years after completion of installation.

Linings shall initially be cut off at their ends with 100 mm of additional length protruding into the manhole. Fixed marks shall be placed on the liner and manhole wall to allow measurement of longitudinal movement so that results are repeatable to an accuracy of ±1 mm.

Four series of measurements shall be made by the successful Tenderer as follows:

- At completion of cut outs, or at 24 hours for linings without cut outs;
- Fourteen days after installation;
- Ninety days after installation; and
- At the completion of the defects liability period.

The change in length shall be compared with the design values mentioned above.

Variation between the actual shrinkage and designed values shall not exceed ±10%.

Following acknowledgment by the Superintendent of the acceptance of the longitudinal monitoring, the lining shall be cut to its final length and resealed at the manhole wall prior to issue of final certificate for the works.

Notwithstanding any direction or otherwise of the Superintendent, the successful Tenderer shall be entirely responsible for the performance of the liner system and any subsequent cracking at maintenance holes.

2.13 Alteration of Manholes

Where the method of rehabilitation requires modification to the existing sewer manholes, the successful Tenderer shall provide a description of the necessary alterations and a proposed method statement. No alterations shall be made to any manhole or its surrounds without
specific approval by the Superintendent of the extent of the alteration and the proposed method of alteration.

Where alterations have been made to a manhole, or to its surrounds, to facilitate the undertaking of works under this Contract, the successful Tenderer shall restore the manhole or its surrounds to the satisfaction of the Superintendent.

The successful Tenderer shall reinstate all manholes, to the satisfaction of the Superintendent, such that installed liners do not form irregularities around the edges of the liners at the manholes. After the installation of liners, the successful Tenderer shall provide a channel in the manhole free from any irregularities or differences in level which may cause accumulation of solids (i.e. debris, silt, rags, etc.) in the sewer pipe or manhole.

Where liners have been installed to one side or both side of the manhole, the manhole channel shall be rendered to form smooth slope to the liner to prevent accumulation near the liner edge.

The cost required to reinstate the manholes, as necessitated by the successful Tenderer’s method of sewer rehabilitation, shall be included in Part 4 – Section 5.3(a) – Bill of Quantities.

2.14 Testing of Liners
Completed sections of lined sewer pipe shall be free of any leakage from the pipe into the surrounding ground and free of infiltration of water from the ground into the pipe.

All testing of the completed sewer pipe lining shall be witnessed by the Superintendent or person nominated by the Superintendent, and the successful Tenderer shall provide the Superintendent with at least 24 hours’ notice of expected times for testing.

All rehabilitated sections of sewer pipe will be subjected to ovality and air testing.

2.15 Testing for Ovality
At the completion of the rehabilitation works for each line and prior to air testing, the successful Tenderer shall carry out testing for the ovality of the lines. The successful Tenderer shall test for ovality by either taking measurements of the pipe diameter at intervals not exceeding 5 metres or shall demonstrate compliance with this Clause using a disc 5% smaller in diameter to have passed the ovality testing where the measured ovality is less than 5% of the pipe diameter.

The Tenderer shall allow for 5% of all relined to be tested by this method as part of the line item in Part 4 – Section 5.3(a) – Bill of Quantities.

2.16 Air Testing
Upon completion of the relining operation and ovality test each section of rehabilitated sewer pipe shall be air tested as follows:

- Plug the test section at all openings;
- Couple the test equipment to the section under test;
- Raise the air pressure and stabilise it at 30 kPa for three minutes;
- Measure the pressure resulting after increments of 1 minute up to the times listed below for the corresponding pipe size;
A test will be accepted if the measured pressure after the following times is not less than 25 kPa:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>150 and 225 mm</td>
<td>3 minutes</td>
</tr>
<tr>
<td>300 mm</td>
<td>6 minutes</td>
</tr>
<tr>
<td>375 mm</td>
<td>6 minutes</td>
</tr>
<tr>
<td>450 and 525 mm</td>
<td>10 minutes</td>
</tr>
<tr>
<td>600 mm</td>
<td>12 minutes</td>
</tr>
<tr>
<td>over 600 mm</td>
<td>12 minutes</td>
</tr>
</tbody>
</table>

Each section of relined sewer pipe between consecutive manholes or access chambers is to be air tested individually and independently of subsequent sewer pipe sections. Collective air testing of several lined sewer pipe sections using only one test process will not be permitted.

The successful Tenderer is required to provide written records of all test data to the Superintendent. The reporting format shall be offered to the Superintendent for approval prior to testing. The tests must be witnessed and signed by the Superintendent's nominated representative, and completed test forms progressively submitted to the Superintendent for verification.

Where the lining fails the pressure test, the successful Tenderer shall, at no cost to the Principal, undertake whatever measures are necessary to rectify the cause of the failure and a further air test will be required.

The tests must be witnessed and signed by the Superintendent's nominated representative, and completed test forms progressively submitted to the Superintendent for verification.

The cost of all pressure testing, including any necessary retesting, will be at the rate as provided in Part 4 – Section 5.3(a) – Bill of Quantities.

### 2.17 Final CCTV Inspection of Completed Works

Upon completion of the rehabilitation works for each line, the successful Tenderer shall perform a final CCTV inspection of the sewer pipe in order to check the condition of the finished surface.

The CCTV survey shall be undertaken in accordance with the **WSA 05-2013 Conduit Inspection Reporting Code of Australia V3.1**. The CCTV shall be provided in digital MPEG format (which can be played successfully using Windows Media Player) on CD or DVD. CCTV surveys will be referenced using Council’s asset number.

The CCTV surveys shall be provided progressively throughout the contract period. Final approval of each line will not be given nor shall any payment be made for each line until the Superintendent or representative has viewed the final CCTV survey and is satisfied that the works for each line have been completed in accordance with the requirements of the Contract.

Upon submission to the Superintendent, the recordings shall become the property of the Principal. The cost of undertaking the work outlined in this Clause is deemed to be included in the Tendered rates in Part 4 – Section 5.3(a) – Bill of Quantities.

The successful Tenderer shall rectify any defects reported by the Superintendent.
2.18 Recording of Asset and As Constructed Information
The successful Tenderer shall provide a spreadsheet list that details the works undertaken for each reach in the sewer system. A separate list shall be produced for each catchment and each list shall be ordered numerically in order of asset number. The list shall be produced in Microsoft Excel Version 2000 or later.

The minimum information to be incorporated in the spreadsheet includes:

- Asset number;
- Upstream MH asset number;
- Downstream MH asset number;
- Asset diameter (nominal diameter);
- Asset material (host pipe);
- Asset length;
- Rehabilitation action carried out;
- Number of junctions and treatments;
- Final CCTV file identification;
- Liner product/material (trade name and material description);
- Estimated new internal pipe diameter; and
- Comments (A column shall be included in the list to record comments against each reach).

The spreadsheet is a requirement of the works achieving Practical Completion. Furthermore, one set of drawings shall be maintained by the successful Tenderer and returned to Council at Practical Completion marked up with:

- Lines with rehabilitation complete; and
- Special notes or anomalies identified.

2.19 Real Property Survey Pegs
The successful Tenderer shall replace any existing real property marks disturbed during the works using an authorised surveyor.

2.20 Existing Fences
Fences shall be maintained at all times with special care taken to prevent the straying of animals. The cost of maintaining fences shall be included generally in Part 4 – Section 5.3(a) – Bill of Quantities.

Where fences are to be cut for access, wire shall be drawn tight to end posts, suitably strutted, and suitable gates provided, if directed, for closure after working hours or when no work is in progress on the site.

Any fences damaged during the execution of the works shall be repaired immediately by the successful Tenderer at its own expense to the satisfaction of the property owner and the Superintendent notified immediately a fence has been damaged.
2.21 Restoration
All surfaces and fixtures (including buildings, fences, gardens, walls, paved surfaces, paths and other structures, grass and trees and other property) affected by the Works shall be reinstated to a condition at least equal to that existing prior to the commencement of the Works. Post-construction slope angles shall be similar and water flow along gullies and creeks shall not be obstructed. Any such damage shall be repaired to the satisfaction of the Principal/Property Owner and Occupant (if applicable) at the Contractor’s cost.

Photographs shall be taken of areas prior to disturbance/excavation, witnessed/signed by the Superintendent’s representative or site inspector and kept on file. These photographs shall be provided to the Superintendent in the event of a disagreement or customer complaint.

The Superintendent may order additional photography if s/he is of the opinion that the quality or quantity of information is inadequate.

All restoration work shall be to the satisfaction of the Superintendent and the Property Owner and be carried out as soon as works are completed in any private property or area.

In the event of the successful Tenderer refusing or neglecting to carry out restoration work in accordance with this Clause, the Superintendent shall have the work carried out at the successful Tenderer’s expense, and shall be deducted from monies due to the successful Tenderer under the Contract.

2.22 Undeveloped Areas
Topsoil with appropriate grass seed shall be spread over the area previously stripped to a depth of 100mm.

2.23 Grassed Areas
As ordered by the Superintendent, the successful Tenderer shall supply and spread a minimum of 100mm compacted thickness of topsoil over any grassed area damaged by the successful Tenderer.

If imported topsoil is to be used, it shall be free of sticks, stones and weeds and of a quality approved by the Superintendent. This topsoil shall be finished to the original surface levels.

Lawns and grassed areas in private properties shall be replaced by 100% “A” grade turf in the area.

2.24 Gardens and Parks
Landscaping of reinstatement work in private properties shall be performed only by professional landscape gardeners. Disturbed garden beds shall be forked over and covered with 100mm of imported topsoil. Trees and plants that have been damaged or destroyed shall be replaced with plants of similar size and type. Ornamental features and paving shall be replaced like for like if damaged.

All plants and grass shall be maintained by the successful Tenderer for the duration of the Defects Liability Period.
2.25 Concrete Driveway and Paved Areas
If the removal of concrete is required to complete works under this Contract, the material earmarked for removal shall be neatly saw-cut in straight lines.

The following conditions will apply if concreted areas are reinstated:

- The concrete used for reinstatement shall be of a quality approved by the Superintendent;
- The concrete used for reinstatement shall not be inferior to the quality of the concrete that is removed, but shall in no case be of lower quality than strength grade N25 concrete;
- In the case of reinforced concrete driveways, reinforcing steel shall be included in the restored section to a specification as approved by the Superintendent;
- The depth of concrete shall be as ordered by the Superintendent; and
- The surface finish of the restored section shall match the adjoining sections and the junction with the undisturbed section shall be a neat even joint.

If existing paved areas are disturbed, the successful Tenderer is to reinstate or replace these areas to a condition at least equal to that existing prior to the commencement of the Works.

Disturbance to existing concrete driveways and paved areas shall be avoided if possible. Should the successful Tenderer fail to comply with any of the requirements of this Clause, the Principal shall have the right to perform any outstanding works and the cost of such works shall be charged to the successful Tenderer and may be deducted from the monies due to the successful Tenderer.

2.26 Restoration of Roads and Surfaces
The successful Tenderer shall be responsible for damage to the existing roads.

The cost of the whole of the works required by this Clause, shall be included generally in the rates in the appropriate item in Part 4 – Section 5.3(a) – Bill of Quantities.

Should the successful Tenderer fail to comply with any of the requirements of this Clause, the Principal shall have the right to perform any outstanding works and the cost of such works shall be charged to the successful Tenderer and may be deducted from the monies due to the successful Tenderer.

2.27 Acceptance Criteria and Practical Completion
Completion of the Work under the Contract shall mean that the following have, in the opinion of the Superintendent, been successfully achieved for each section of the sewer pipe between the adjacent maintenance holes:

- The rehabilitation (lining and junction sealing) meets or exceeds the specified design requirements;
- Successful completion of visual, pressure and ovality testing of the rehabilitated lines and service connections with original signed test sheets submitted to the Superintendent;
- Acceptance of final CCTV and approval of works by the Superintendent;
- Record drawings and ‘as constructed’ data provided in accordance with the Principals requirements; and
- All restoration works completed to the Superintendent’s approval.
Practical Completion will only be awarded at the completion of all work under the Contract in accordance with the above criteria. Practical Completion will not be granted progressively on parts of the works except where specified for Separable Portions.

2.28 Technical Requirements – Sewer Pipe Linings

2.28.1 Design Requirements

The sewer mains shall be rehabilitated by slip-lining, spiral-lining, cured in place lining, or other suitable lining systems acceptable to the Principal using either M.D.P.E. or PVC based materials, that meet the requirements of this Specification, and AS 2566.1 - 1998 and its Supplement for Buried Flexible Pipelines - Structural Design.

The proposed method of sewer pipe rehabilitation shall meet the following performance requirements:

- Restoration of structural and hydraulic integrity of complete sewer pipe lengths at locations specified;
- Rehabilitated sewer pipe to withstand applied soil loads, hydrostatic pressures and traffic loadings;
- Reduction of not more than 5% in hydraulic capacity of the sewer pipe;
- Lining shall be complete and continuous with no significant gaps which may create an obstruction within the sewer pipe; and
- Spiral lining (if used) of each section shall utilise continuous length of profile with no joints permitted.

The finished lining shall be continuous over the total sewer pipe length and shall be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, bubbles, pinholes, cracks and delamination. The inner surface shall be free of cracks and crazing and any other defects likely to affect the satisfactory operation of the sewer pipe, nor cause the accumulation of non-organic objects.

The successful Tenderer may elect to provide alternative methods of sewer pipe rehabilitation to the methods mentioned above, and in such cases the successful Tenderer must provide all details necessary to enable an evaluation of the alternative(s) with respect to the requirements specified herein.

2.28.2 Sewer Main

Liners shall be designed for a minimum service life of fifty (50) years. In designing the pipelines, the designer should assume that there would be no bond existing between the original pipe and the liner. Any contribution of support from the original pipe should be ignored in the Tenderers’ calculations.

The liners must be either:

- in firm contact with the internal walls of the conduits; or
- the void between the liners and the original pipe shall be grouted to ensure uniform support and loading to the liner.

Where the annulus must be grouted to provide adequate strength, all costs shall be deemed to be included in the Part 4 – Section 5.3(a) – Bill of Quantities.

Liners are to be designed to suit the specific job, taking into account groundwater pressures, the loading from the full height of soil above the pipe (without reduction for

Commented [RG1]:

Commented [RG2]:

[requirements specified herein]
trench effects) and allowance for traffic surcharge loadings. The designer shall make allowance in the design of the liner for the difference in the actual internal diameter of the corroded sewer pipe and the stated nominal diameter of the pipe.

The lining shall act as a flexible pipe capable of supporting all imposed loads in its own right, so that it satisfies the critical performance criteria of deflection, strength and buckling.

The liner shall be watertight and there should be no visible leaks after installation and testing of the liner.

2.28.3 Manhole

The manhole liners or cementitious materials are to be designed to suit all loadings and chemical resistance to the working environment. The successful Tenderer is to confirm to the superintendent that the structural integrity of the existing manhole is sufficient for the design life of the new liner system.

All gravity sewer mains shall have an Access Chamber located at the upper reach of the line, except where the last reach is less than 90m, these gravity sewer mains may be constructed with a lamphole access chamber or Maintenance Shaft (where approved by the relevant Sewerage Service Provider as per Table D12.09.04). Refer CMDG Standard Drawings.

2.28.4 Materials

The rehabilitation system for both the liner and the manholes, shall be chemically resistant to the range of chemicals found in sewer systems including internal exposure to:

- hydrogen sulphide;
- carbon monoxide;
- carbon dioxide;
- Methane;
- traces of mercaptans;
- Kerosene;
- saturation with moisture;
- dilute sulphuric acid;
- external exposure to soil bacteria; and
- any chemical attack which may be due to residues remaining on the main wall or materials in the surrounding ground.

The lining material shall have satisfactory abrasion resistance to the migration of silt, sand and debris along the pipe. It shall be sufficiently robust not to be damaged by main cleaning equipment which may be required to remove any future blockage following the installation of the lining.
2.29 Construction

2.29.1 Legislation, Notices, Fees & Consents

The successful Tenderer shall comply with the requirements of legislation and public or other authorities (including Council) affecting the works, and unless otherwise specified pay all fees, give all notices, and obtain any necessary consents.

2.29.2 Portable Long Service Levy

The initial completion of and lodgement of forms and payment of fees shall be the responsibility of the successful Tenderer.

The cost of fees and levies associated with the Work Health & Safety Act 2011 and the Portable Long Service Leave shall be included in the lump sum item for Establishment in Part 4 – Section 5.3(a) – Bill of Quantities

2.29.3 Project Management Plan

Upon acceptance of the tender, the successful Tenderer shall prepare a Project Management Plan (PMP) covering all aspects of the Contract. The PMP shall include:

- Construction program in Microsoft Project Format (or equivalent);
- Work Methodology Plan, outlining the successful Tenderer’s Construction Methodology
- Risk Assessment Report;
- Work Health and Safety Management Plan;
- Environmental Management Plan (including Erosion and Sediment Management Plan);
- Quality Management Plan (including Inspection and Test Plans);
- Traffic Management Plan.

2.29.4 Provision for Traffic Management

The successful Tenderer shall provide for safe passage of traffic and pedestrians at all times using staff suitably qualified to manage traffic.

As part of the Project Management Plan, the successful Tenderer is required to submit a Traffic Management Plan. The plan shall specify traffic controllers, signs, barricades and any other device or labour that may be required to provide for safety of traffic and pedestrians in accordance with the most recent version of the Manual of Uniform Traffic Control Devices (Queensland).

The plan shall include drawings showing set out for all traffic control devices, signs, barricades and traffic controllers with respect to the work site.

Where the successful Tenderer fails to make proper provision for safety of traffic, or fails to take affirmative action immediately upon instruction from the Principal, the Principal shall have the power to take all steps necessary to make the site safe. The cost to do this shall be borne by the successful Tenderer.

The successful Tenderer shall note that no road may be entirely closed even during the construction of a road crossing without prior written approval of the Principal. Any
such approvals require 7 days’ notification to allow Council to comply with the Local Government Act 2009.

The placement of any traffic control on State Highways must be approved by the State Government’s Department of Transport & Main Roads (TMR) prior to submission to the Principal.

Work, which is likely to reduce traffic flow, shall be organised so as to cause minimum disruption to pedestrians and access to adjacent properties. One lane of traffic under “STOP-SLOW” control must remain open at all times across all roads. Trenches across roads shall not be left open overnight.

Where the vehicular access to a property is prevented by the excavation, and the occupier is unduly inconvenienced, the successful Tenderer shall notify the resident no less than 24 hours prior to excavation of said access. The successful Tenderer shall provide a vehicular bridge. The successful Tenderer will provide safe pedestrian access to each affected property at all times.

The costs associated with traffic and pedestrian safety and control shall be included in the activity item rates in Part 4 – Section 5.3(a) – Bill of Quantities.

2.29.5 Construction Water

The Contractor may take water from the hydrants, provided they have adequate back flow prevention to prevent contamination of the Council network.

2.29.6 Personnel Facilities

The Contractor shall provide suitable mobile toilet facilities for the personnel. The costs associated with this shall be included in the lump sum item for Establishment in Part 4 – Section 5.3(a) – Bill of Quantities.

2.29.7 Workmanship

It is essential that a high standard of workmanship is maintained during the Contract. If, in the opinion of the Principal, the successful Tenderer is performing unsatisfactory workmanship, they shall be removed from the project.

2.29.8 Materials Supplied by the Contractor

The successful Tenderer is required to supply all materials associated with the works. All materials shall comply with the applicable specifications and standards under the contract and shall be made available, along with any relevant quality documentation, for inspection and approval prior to incorporation into the works.

2.29.9 As Constructed Data

The successful Tenderer will be required to supply digital copies of all final CCTV and Excel spreadsheet showing minimum asset, type of material, date of reline.
3. OTHER REQUIREMENTS

3.1 General
The successful Tenderer shall be appropriately licensed to carry out the scope of works defined under this Contract and shall submit certified documentary evidence demonstrating that such licence(s) are held by employees of the Contractor to carry out the works under Contract.

The successful Tenderer is required to direct all enquiries from members of the public during construction works on site to the Principal and/or its representative.

The successful Tenderer is required to conduct themselves in a professional manner at all times while present in the Maranoa community.

3.2 Timeframe for Completion
Tenderers shall detail the commencement date and the time required to complete the work with such times being calculated from the date of notification of the acceptance of the Contractor’s Tender. At a minimum as part of the Tender Response, Tenderers will be required to supply a construction program detailing anticipated duration of works.

A nominal completion time of Sixteen (16) weeks has been allowed, from date of acceptance of Tender. To be completed by 30 June 2020.

The successful Tenderer shall give the Principal at least fourteen (14) days’ notice of intention to commence work to enable arrangements to be made for supervision and access to the site.

If this is not done, the successful Tenderer shall have no claim against the Principal for any delay pending the arrival at the site of the materials and/or the Principal or Principal’s representative.

3.3 Supervision and Inspection
Inspection of the associated works under Contract shall be undertaken by the Principal.

Inspections by the Principal or its representatives shall not constitute supervision of the tendered works under Contract. Such inspections will be only for the benefit of the Principal to ensure tendered works under Contract are proceeding as per design intent and as per the negotiated timelines.

The successful Tenderer shall at all times be responsible for the associated works under this Contract and shall be ultimately responsible for ensuring works are completed as per the Specifications.

3.4 Responsibilities
In addition to the previously-mentioned responsibilities of the successful Tenderer, the successful Tenderer shall ensure that all Environmental Planning, Management and Reporting functions are complied with during carrying out the works under the contract and shall ensure that a Site Specific Environmental Management Plan is prepared for the worksites and complied with at all times during works being carried out at the site. A copy of the Site Specific Environmental Management Plan shall be provided to the Principal for reference prior to commencement of works on site.
The successful Tenderer is required to:

- give a minimum of 24 hours’ notice to the Principal when the Principal or its representative is required to be present on site during works under this Contract; and
- provide a copy of their Site Specific Safety Management Plan to the Principal for reference prior to construction works commencing on site. The Site Specific Safety Management Plan shall be relevant to the works required to be undertaken under Contract.

3.5 Latent Conditions

3.5.1 Definition

Latent Conditions are physical conditions on the Site or its surroundings, including artificial things, but excluding weather conditions at the Site, which differ materially from the physical conditions which should reasonably have been anticipated by the Contractor at the time of the Contractor’s Tender if such a Contractor had:

a) examined all information made available in writing by the Principal to the Contractor for the purpose of making its tender, and
   i. examined all information relevant to the risks, contingencies and other circumstances having an effect on the Tender and obtainable by the making of reasonable enquiries, and
   ii. inspected the Site and its surroundings, or
b) any other conditions which the Contract specifies to be Latent Conditions.

3.5.2 Notification of Latent Condition

If during the execution of the work under the Contract, the successful Tenderer becomes aware of a Latent Condition, the successful Tenderer shall immediately and where possible before the Latent Condition is disturbed, provide notice to the Principal.

If required by the Principal, the successful Tenderer shall provide a statement in writing specifying:

- the Latent Condition encountered and in what respects it differs materially;
- the additional work and additional resources that the Contractor estimates to be necessary to deal with the Latent Condition;
- the time the successful Tenderer anticipates shall be required to deal with the Latent Condition and the expected delay in achieving Practical Completion;
- the Successful Tenderer’s estimate of the cost of the measures necessary to deal with the Latent Condition, and
- other details reasonably required by the Principal.

3.5.3 Extension of Time and Cost due to Latent Condition

Delay caused by a Latent Condition may justify an extension of time under Clause 20 of the Minor Works Contract Conditions (AS 4906 - 2002).

If a Latent Condition causes the successful Tenderer to:
- carry out additional work
- use additional Constructional Plant, or
• incur extra cost,

which a competent and experienced Contractor could not reasonably have anticipated at the time of making its tender, a variation shall be made under Clause 22 of the Minor Works.

3.6 Contract Meetings

3.6.1 Prestart Meeting

Prior to the commencement of work under the Contract, the successful Tenderer shall contact Council in order to arrange a Prestart Meeting. The Prestart Meeting shall establish lines of communication and delegation and shall discuss and review those aspects of the work under the Contract raised by the Contractor or the Principal to assist in the efficient and harmonious progress of the Contract.

3.6.2 Site Meetings

Site Meetings shall be held monthly at a minimum to review progress of the Works and to discuss and resolve other matters of concern related to the project. The Contractor shall liaise with the Principal to coordinate a suitable time to convene Site Meetings. Minutes of the meetings shall be recorded and prepared by the Contractor.

3.7 Consideration of Others

3.7.1 Adjoining Work

The successful Tenderer’s operations shall not hinder the execution of work by others except with the approval of the Principal. Whether or not approval is given for the successful Tenderer to hinder such work, any cost to the Principal of such hindrance shall be borne by the successful Tenderer.

3.7.2 Adjoining Private Land

In performing the work under the Contract, the successful Tenderer shall not enter or permit its Construction Plant and Equipment (including that of any Subcontractor) to enter private land adjoining the Site without first obtaining the written approval of the land occupier and the land owner (where these are not the same person). The successful Tenderer shall submit a copy of this written approval to the Principal upon request.

The successful Tenderer shall, by the action of the entering on to the private land, be deemed to have indemnified the Principal against any claims which may arise from such entry or subsequent operations on the land.

3.8 Industrial Matters

The successful Tenderer shall comply with and shall ensure that its Subcontractors comply with the provisions of the Industrial Awards and Agreements that from time to time are applicable to the performance of the work under the Contract. Without limiting the generality of the foregoing, the Contractor shall ensure that its subcontractors enter into an agreement to comply with the provisions of the said Industrial Awards and Agreements prior to their employment on the Site.
Tenderers warrant that the labour rates and conditions upon which the Contract Sum has been calculated are based on the provisions of the applicable Industrial Awards and/or Agreements. Nothing in this Clause shall entitle or have the result of entitling the successful Tenderer to any additional payment in the event that there is any increase in labour costs.

3.9 Weather Protection
Further to Clause 8 of the Minor Works Contract Conditions (AS4906 - 2002), the successful Tenderer shall undertake measures necessary to ensure the Works are not adversely affected by wet weather.

3.10 Haulage of plant and materials
Vehicles carrying plant and material over State-controlled roads and surface streets shall comply with the vehicle mass limit requirements set out in the Transport Infrastructure Act 1994 and with any other vehicle mass limit requirements imposed by duly constituted Authorities on whose roads such vehicles operate.

3.11 Safety Obligations

3.11.1 General
The successful Tenderer shall ensure that a Work Health & Safety (WHS) Management Plan is prepared for the worksite and is complied with at all times while construction works are being carried out at the site. A copy of the WHS Management Plan shall be provided to the Principal for consideration of its suitability prior to commencement of construction works on site.

The successful Tenderer is to ensure that safe systems of work are in place and at all times the construction site is neat, tidy and operated in a safe workmanship manner complying with all Workplace Health and Safety Legislation, guidelines and publications as relevant and relating to the site and construction works.

3.11.2 Principal Contractor
The successful Tenderer will be appointed as a Principal Contractor in respect to the work, the subject of the proposed Contract, will be in accordance with the provisions of the Work Health & Safety Act 2011.

Principal contractor duties include:

- signage identifying the Principal Contractor;
- preparation of the Work Health and Safety (WHS) management plan (includes site rules);
- duty to inform all persons of the plan before they commence;
- duty to review the WHS management plan – must remain up-to-date;
- must obtain safe work method statement (SWMS) before high risk construction work commences;
- put in place arrangements for ensuring compliance with specified requirements such as facilities and amenities; and
- manage risks associated with construction materials and waste, plant, traffic and essential services.
3.11.3 Safety Induction

The successful Tenderer/s must (compulsory) complete Council’s online corporate induction prior to the commencement of works on site. Attendance is to ensure that the successful Tenderer/s awareness of Council’s Work Health & Safety (WHS) requirements.

Council’s online induction is completed via the ‘Beakon’ system, and can be accessed 24/7 on the Beakon Website. More information on how to complete the registration process is available on Council’s website using the following link.


3.11.4 Personal Protective Equipment

The Tenderer shall undertake all works in accordance with Council’s relevant Workplace Health and Safety Policies (will be available on Council’s website), requirements and directions. Where designated, the mandatory personal protective equipment required at all times whilst on site includes:

- Safety footwear;
- Solar protection e.g. long sleeve shirt, long pants, broad brimmed hat and sunscreen to SPF30+, and
- High visibility vest or clothing.

3.11.5 “Our Safety Rules”

Our Safety Rules aim to provide a clear safety message to everyone who works for or with Council (employees and contractors). The rules sum up a number of obligations that Council and workers owe under WHS legislation, outlining these obligations into simple rules that everyone can follow. Our Safety Rules at Maranoa Regional Council are:

1. If it feels unsafe I can stop the job (it’s ok to do that, and you are empowered to do that).
2. I won’t do, nor will I direct anyone else to do, something that is unsafe, illegal, or involves breaking a safety rule.
3. If I see something unsafe, I’ll report it immediately (don’t walk past the things that can harm you or someone else).
4. I’ll check my control measures are in place before I start the task.
5. If I’m carrying out a High Risk Construction Activity, I’ll make sure I have a SWMS in place and follow it.
6. I’ll make sure I’m fit for work, meaning I’m not impaired by alcohol, drugs, fatigue, physical or mental conditions.
7. I’ll make sure I’m licensed, trained and competent for the task I’m about to carry out or for the equipment I’m about to operate.
8. I’ll make sure the plant or equipment I’m about to use is safe by carrying out an inspection and reporting any defects. If it’s not safe to use, I’ll tag it out and report the issue.
9. Before I start the task, I’ll check for, and physically locate, any underground or overhead services.
10. If I’m carrying out an excavation, I’ll make sure I control the risks inside and outside of the excavation.
11. If I’m about to carry out work in a confined space, I’ll complete a permit before I do, to make sure the correct controls are in place.
12. If I’m carrying out work at heights, I’ll put controls in place to manage the risk of a fall from one level to another.

13. No induction, no work.

If an incident, action or event occurs where one or multiple rules have been broken, a documented discussion will take place with the worker(s) involved, a representative from their employer, and the relevant Council staff member. Formal contract performance action will take place when:

- There is a reoccurrence of the person breaking the same or another safety rule; or
- An extreme risk event occurs as a result of a person breaking a safety rule.

3.11.6 Fit For Work

Council’s Fit For Work requirements aim to manage the risk of impairment. All workers (including Contractors) must be able to safely carry out their work duties and report fit for work, unaffected by a substance, fatigue or physical/mental condition that causes impairment. The initial roll out of Fit For Work requirements will firstly focus on the impairment from alcohol and drugs and how this impairment is addressed in our workplace. The main requirements for Contractors are:

- Zero percent (0%) Blood-Alcohol Concentration (BAC) while on duty or on call.
  - Camp and Other Accommodation (Exemption)
    - Workers will be able to consume alcohol at camps or other accommodation, however, they must remain at the legal driving BAC limit (0.05) for emergency situations.
    - Council reserves the right and at its discretion can designate Council camp accommodation as a ‘dry’ location where no alcohol is to be possessed, stored or consumed.
  - The use, possession, distribution, and sale of drugs and drug paraphernalia is prohibited.
  - All workers must present fit for work free from the impairment of drugs and under the cut off levels detailed in Australian Standard 4760 for oral fluid testing.

- Fit For Work is a drug and alcohol testing program across Council, including random, blanket, post incident and reasonable cause testing.

If a Contractor’s worker returns a positive result as part of the testing program, contract performance measures will take place in discussion with the Contractor.

The successful Tenderers will be required to manage staff in accordance with these requirements. The successful Tenderers’ staff may be called upon to be tested for drug and alcohol impairment in accordance with Council’s Fit For Work requirements.

Safety Data Sheets

Safety notes and manufacturers’ Safety Data Sheets (SDS’s) for any additives used or proposed to be used by the successful Tenderer shall be available for perusal by the Principal at the site during construction. These should list instructions for handling, mixtures, use, any potential hazard and any disposal requirements for the product or container.
3.12 Quality
The successful Tenderer shall ensure that a Quality Management Plan (QMP) is prepared for the worksite and is complied with at all times while construction works are being carried out at the site. A copy of the QMP shall be provided to the Principal for consideration of its suitability prior to commencement of construction works on site. The plan shall address the following elements at a minimum:

- the construction procedures nominated in the Contract;
- lot numbering and identification;
- inspection and test plans; and
- other quality requirements as appropriate to the scope of works.

The successful Tenderer shall carry out the Works in accordance with the approved Quality Plan.

3.13 Environmental

3.13.1 General
The successful Tenderer shall ensure that an Environmental Management Plan (EMP) is prepared for the worksite and is complied with at all times while construction works are being carried out at the site. A copy of the EMP shall be provided to the Principal for consideration of its suitability prior to commencement of construction works on site. The plan shall address the following elements at a minimum:

- Management of water quality;
- Erosion and sediment control;
- Cultural heritage;
- Noise;
- Vibration;
- Air quality;
- Acid sulphate and contaminated soils;
- Fauna;
- Vegetation and pest management;
- Waste management; and
- Chemicals and fuel.

3.13.2 Erosion & Sediment Control
The successful Tenderer, as part of the Site Based Environmental Management Plan, shall submit an Erosion & Sediment Control Plan detailing the methods to be used for the control of sediment and erosion during and after the works.

3.13.3 Vegetation Clearing
There shall be no clearing of vegetation for the works unless prior documented approval has been obtained from the Principal.

Any approved clearing shall have satisfactory Erosion and Sediment Control in place as outlined in the Environmental Management Plan (EMP). These measures shall be installed prior to any approved clearing.
3.14 Incident Reporting

The successful Tenderer must immediately notify Council of any accident, injury, property damage or environmental damage which occurs during the works.

The successful Tenderer must also, within three (3) working days after any such incident, provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future. Council reserves the right to conduct its own investigation into any incidents associated with the successful Tenderer’s works under the Contract. The successful Tenderer and staff are required to cooperate with Council officers / representatives in relation to any such investigation.
4. PRICING & PAYMENT

This Contract is a Lump Sum Contract made up of two portions, Tender Schedule Summary and Schedule of Rates for Daywork. The Contract Sum shall include all applicable GST and be full compensation for the complete construction of all works under this Contract, including any items of work not specifically mentioned but necessary to complete the works of the Contract in accordance with the intention of the Drawings and Specifications.

The Contract Sum shall be a fixed sum not subject to adjustment for Rise and Fall.

The Schedule of Rates forms part of the Contract only to the extent that it will be used as a guide to the assessment of the progress payments, and all rates provided (including those entered against rate only items) shall be used for the valuation of variations as appropriate.

4.1 Tender Response

The successful Tenderer will be engaged under a modified AS4906 Contract that is to be a LUMP SUM CONTRACT. The Contract shall NOT be subject to variation on account of rise and fall of wage rates or materials prices.

As part of the pricing, Tenderers will be required to provide a completed Part 4 - Tender Response including:

(a) Tenderers are to attach a Tender Schedule (in an attachment labelled “Tender 20006 - Part 4 – Bill of Quantities” detailing the tendered amount and hours required for the works on each network link; and
(b) Completed Schedule of Rates for Daywork – including labour and plant hire (i.e. if ordered) – (Part 4 – Section 5.3 (b).

4.2 Payment

Payment to the successful Tenderer shall be at the rates tendered by the Contractor and quantities of completed work directed by the Principal on site.

Completed work shall be measured and agreed with the Principal.

Payment shall be based on the sum of the product of the scheduled rates in Part 4 – Section 5.3(a) – Bill of Quantities

4.3 Variations

Refer to Clause 22 of the Conditions of Contract.

4.4 Daywork

Tender Response - Section 5.3(b) – Schedule of Rated for Daywork will include prices for hire of plant and labour - These are to be rates only and shall cover any work in connection with the construction works, not specified elsewhere, where ordered by the Principal. When providing an offer for this work, the provider shall provide a fixed price and an estimated number of hours for undertaking and delivering the scope of work.

Personnel (Labour)

The rates provided must include and will be deemed to include all employment costs including, without limitation, all wages, salaries, leave allowances, bonuses, site mobilisation...
and disability allowances, workers' compensation insurance premiums, payroll tax, fringe benefit tax, superannuation costs, travelling and accommodation costs, on-site and off-site overheads, administrative costs, site supervision, establishment costs, attendance and profit.

Daywork ordered by the Principal under the Contract and paid at the rates specified in the Tender Response will not attract the percentage for profit and attendance stated in the Conditions of Contract. Furthermore, amounts payable for Daywork shall not be subject to any adjustment for Rise and Fall.

Plant
The rates provided must include and will be deemed to include all operation costs (including employment costs including, without limitation, all wages, salaries, leave allowances, bonuses, site mobilisation and disability allowances, workers' compensation insurance premiums, payroll tax, fringe benefit tax, superannuation costs, travelling and accommodation costs), all necessary safety equipment, overheads, administrative costs, site supervision, establishment costs, attendance and profit.

Daywork ordered by the Principal under the Contract and paid at the rates specified in the Tender Response will not attract the percentage for profit and attendance stated in the General Conditions of Contract and the Annexure thereto. Furthermore, amounts payable for Daywork shall not be subject to any adjustment for Rise and Fall.

5. OTHER RELEVANT DOCUMENTS

- Tender 19006 - Part 1 - Invitation to Tender
- Tender 19006 - Part 2 - Conditions of Tender
- Tender 19006 - Part 3 - Attachment 1 - Mitchell Sewer Gravity Mains Relining Map
- Tender 19006 - Part 3 - Attachment 2 - Injune Sewer Gravity Mains Relining Map
- Tender 19006 - Part 3 - Attachment 3 - Surat Sewer Gravity Mains Relining Map
- Tender 19006 - Part 3 - Attachment 4 - Mitchell Sewer Relining CCTV Results
- Tender 19006 - Part 3 - Attachment 5 - Injune Sewer Relining CCTV Results
- Tender 19006 - Part 3 - Attachment 6 - Surat Sewer Relining CCTV Results
- Tender 19006 - Part 4 - Tender Response
- Tender 19006 - Part 4 - Bill of Quantities
- Tender 19006 - Part 5 - Draft Conditions of Contract