



REQUEST FOR TENDER

KELLYS ROAD DON RIVER BANK STABILISATION

CONTRACT NUMBER: T2425.30

Request for Tender

PART 1 – PREAMBLE

Banana Shire Council invites tenders from suitably qualified contractors to tender on the reconstruction works tranche 1 required due to the impacts from Central, Southern and Western Queensland Rainfall and Flooding, between 24 December – 3 January 2024 as described in more detail in Part 5 – Scope. Works are expected to be completed before November 2025.

PART 2 – GENERAL INFORMATION

1. Contract details:	T2425.30 Kellys Road Don River Bank Stabilisation			
2. Communications by Tenderers:	Communications regarding the Procurement Process must be submitted to VendorPanel no later than 5 calendar days prior to the time stated in Item 4			
3. Briefing or site inspection:	Details	Maximum attendees	Mandator y	RSVP
	Tender Briefing, to be held on 13 th of March 2025 @ 9:00 am at 62 Valentine Plains Road Biloela Teams ling will be made available for those who cannot attend in person	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	RSVP to enquiries@banana.qld.gov.au by 12 th of March 2025
4. Submission of Tender:	Tenders must be submitted at VendorPanel or tenders@banana.qld.gov.au by no later than 11:00 am on 4 th of April 2025 <i>Note// Adequate time must be allowed for the Tender and all supporting documents to be uploaded or received by this time.</i>			
5. Evaluation Criteria:	Evaluation Criteria			Weighting (%) (Optional)
	Price			50
	Experience (past performance) & Capability			10
	Demonstrated Understanding & Resources			15
	Quality, Environmental, Safety and Other Management Processes			15
	Local Content			10
6. Tenders should not be longer than:	N/A			
7. Tenders to be valid for:	90 calendar days after the time stated in Item 4 (as extended if at all, pursuant to the Procurement Process Conditions)			
8. Complaints:	Complaints regarding Procurement Process to be directed to: enquiries@banana.qld.gov.au			

PART 3 – PROCUREMENT PROCESS CONDITIONS

The Procurement Process is governed by, and this Request for Tender is to be read in conjunction with, the Procurement Process Conditions attached to or provided with this request for tender and identified as “Part 3 – Banana T2425.30 Kellys Road Don River Bank Stabilisation – Procurement Process Conditions”.

PART 4 – CONTRACT

The contract shall be substantially in the form attached to or provided with this Request for Tender and identified as “T2425.30 Kellys Road Don River Bank Stabilisation – Contract – Construct Only (Standard Risk)”.

A copy of the contract document (AS4000-1997) is also available by request. Once the tender is awarded, the final contract documents will be forwarded.

PART 5 – SCOPE

The Scope is described in the document(s) attached to or provided with this Request for Tender and identified as **T2425.30 Kellys Road Don River Bank Stabilisation – Scope of Works**

T2425.30 Kellys Road Don River Bank Stabilisation – Appendix A – General Specification

T2425.30 Kellys Road Don River Bank Stabilisation – Appendix B – Site

T2425.30 Kellys Road Don River Bank Stabilisation – Appendix C – Price Schedule (C & C1)

T2425.30 Kellys Road Don River Bank Stabilisation – Appendix D – Design (D1, D3 & D4)

T2425.30 Kellys Road Don River Bank Stabilisation – Appendix E - Technical Specification

T2425.30 Kellys Road Don River Bank Stabilisation – Appendix F – Minimum Traffic Signage Requirements

PART 6 – RESPONSE SCHEDULES

The Tender must be submitted in the form provided in the response schedules attached to or provided with this Request for Tender and identified as **“T2425.30 Kellys Road Don River Bank Stabilisation – Response Schedule.**



Procurement Process Conditions

Kellys Road Don River Bank Stabilisation

CONTRACT NO: T2425.30

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Procurement Process Conditions

1. GENERAL

- 1.1 **(Conduct of the Procurement Process)** The Principal will endeavour to conduct the Procurement Process in a manner which is consistent with these Procurement Process Conditions.
- 1.2 **(Rights of the Principal)** The Principal may do anything which it considers to be prudent or necessary for the proper conduct of the Procurement Process, including:
- (a) **(alteration of Procurement Documents)** amend, add to or delete any part of the Procurement Documents including:
 - (i) the procedures and timeframes provided in the Procurement Process Conditions;
 - (ii) the Evaluation Criteria (including weightings);
 - (iii) the Scope; and
 - (iv) where one is included in the Procurement Documents, the Contract;
 - (b) **(suspension or termination)** suspend or terminate the Procurement Process;
 - (c) **(attendances)** request any one or more Respondents to attend a briefing, site inspection or other meeting or to make a presentation of their Response in person at the Principal's office at no cost to the Principal;
 - (d) **(change or error in Procurement Documents)** request any one or more Respondents to change their Response to take account of a change in the Procurement Documents or any error in such documents;
 - (e) **(clarification or alteration)** request any one or more Respondents to clarify or alter any aspect of the Respondent's Response;
 - (f) **(additional information)** request additional information from one or more Respondents relating to a Response, the Procurement Process, the Respondent's compliance with the Procurement Process Conditions or any other matter which the Principal considers relevant to its assessment (including information that should have been, but was not, included in the Respondent's Response);
 - (g) **(negotiation)** negotiate amendments to any aspect of a Response with any one or more Respondents and suspend or terminate such negotiations at any time;
 - (h) **(revised Responses)** invite one or more Respondents to provide a revised Response or best and final offer; and/or
 - (i) **(shortlisting)** create a shortlist of one or more Respondents and exercise any of its rights only in respect of one or more of the shortlisted Respondents.
- 1.3 **(Conduct of Respondents)** The Respondent must not, and must ensure that its Personnel do not, engage in any Improper Conduct. The Respondent must immediately notify the Principal in the event that it becomes aware that it, or any of its Personnel, have engaged in Improper Conduct. Where appropriate, the Principal may report Improper Conduct by the Respondent to the appropriate Authority and provide that Authority with any relevant information related to that conduct.
- 1.4 **(Complaints in relation to the Procurement Process)** The Respondent must make any complaint in relation to the Procurement Process using the Communication Method immediately upon the cause of the complaint arising or upon the Respondent becoming aware of the cause. The complaint must be made in writing to the Complaints Manager and must contain adequate detail to allow the Complaints Manager to properly investigate the complaint.

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- 1.5 **(No warranty)** The Principal gives no warranty and makes no representation that the Procurement Documents or any other information provided to the Respondent in connection with the Procurement Process is accurate, adequate or complete.
- 1.6 **(No liability)** Neither the Principal nor its Personnel shall be liable upon any Claim for any Specified Loss in connection with the Procurement Process.

2. BRIEFINGS AND SITE INSPECTIONS (RFT AND RFEOI ONLY)

- 2.1 **(Attendance)** The Respondent must attend any briefing or a site inspection which is identified in the General Information as mandatory. Respondents are encouraged to attend any briefing or site inspection which is not described as mandatory.
- 2.2 **(RSVP)** The Respondent must confirm that it intends to attend the briefing or site inspection to the email address and by the time and date stated in the General Information and may only bring a maximum of the number of Personnel stated in the General Information.
- 2.3 **(Safety)** The Respondent must inform itself of risks to health and safety arising from attendance at the briefing or site inspection and take all reasonable steps to ensure that such risks are eliminated or, if it is not possible to eliminate them, to minimise them so far as is practicable.
- 2.4 **(Obligation to inspect)** Where no site inspection is identified in the General Information, the Respondent must make its own arrangements to inspect the site prior to lodging its Response.

3. COMMUNICATIONS DURING PROCUREMENT PROCESS

- 3.1 **(Communication Method)** All communications by the Principal to the Respondent shall at first instance be made using the Communication Method. Except where expressly permitted by these Procurement Process Conditions, all communications by the Respondent to the Principal in connection with the Procurement Process shall at first instance be directed to the Principal using the Communication Method. No other communication method may be utilised by the Respondent unless expressly permitted by the Principal or where technical difficulties prevent the Respondent from utilising the Communication Method or the Principal expressly agrees to an alternative method.
- 3.2 **(Respondent's responsibility)** The Respondent must ensure that it is capable of receiving and does receive all communications to the Respondent in connection with the Procurement Process. Where the Communication Method is email, it is the Respondent's responsibility to ensure that it notifies the Principal of the correct email address for receiving communications. Where the Communication Method is through a website, the Respondent must ensure that it is properly registered with and capable of receiving communications through the website.
- 3.3 **(Confidentiality of communications)** The Principal may notify any or all Respondents of a request for further information made by a Respondent and the Principal's response to it without identifying the submitting Respondent or may keep a request for information confidential and respond only to the Respondent if it considers that it is appropriate to do so.
- 3.4 **(No reliance)** The Respondent must not rely upon any information (including information provided at a briefing or site inspection) unless it is confirmed by the Principal through the Communication Method.
- 3.5 **(Communication Closing Time)** The Principal will not respond to any request for information received after the Communication Closing Time.

4. THE RESPONSE (RFT AND RFQ ONLY)

- 4.1 **(Application of clause)** This clause 4 only applies in respect of an RFT or an RFQ.
- 4.2 **(Acceptance of Contract and Scope)** If one has not been provided, the Respondent must obtain a copy of the Contract from the Principal by requesting a copy through the Communication Method. Except to the extent that the Respondent has detailed a proposed

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alternative, amendment, qualification or departure in a Response, the Respondent will be taken to have unconditionally accepted and agreed to:

- (a) be bound by the terms and conditions of the Contract; and
- (b) carry out and complete the whole of the obligations described in or to be reasonably inferred from the Procurement Documents.

4.3 **(Price)** The Price must be submitted exclusive of GST and in Australian dollars.

4.4 **(Discrepancy in Price)** Where the Response Form requires the Respondent to provide a Price and there is a discrepancy between the amount stated in the Response Form as the Respondent's Price and the sum total of the items in any Price Schedule then:

- (a) if the Contract provides that it is a lump sum contract, then the sum total of the items in the Price Schedule shall be the Respondent's Price; or
- (b) if the Contract provides that it is a schedule of rates contract or a part lump sum and part schedule of rates contract, then the rate, price or lump sum of each item will prevail over the total shown, and the total shall be adjusted accordingly.

4.5 **(Response Validity Period)** The Respondent's Response will remain valid and open for acceptance by the Principal until the end of the Response Validity Period and thereafter until it is withdrawn in writing by the Respondent or the Procurement Process is finalised. The Principal may consent to the Respondent withdrawing its Response before the end of the Response Validity Period. The Principal may request an extension of the Response Validity Period at any time by giving written notice to the Respondent. If the Respondent does not agree to the requested extension then the Principal may exclude the Respondent's Response from assessment or further assessment as the case may be.

4.6 **(Alternative Responses)** If the Respondent wishes to submit an Alternative Response, then the Respondent is encouraged to:

- (a) also submit a Conforming Response; and
- (b) submit the Alternative Response on a separate Response Form to the Conforming Response, clearly marked, "ALTERNATIVE RESPONSE" accompanied by a clear summary of all points of difference between the Alternative Response and the Conforming Response.

5. RESPONDENT'S GENERAL WARRANTIES AND REPRESENTATIONS

5.1 **(Warranties and Representations)** By lodging a Response, the Respondent warrants and represents that:

- (a) **(conduct of Respondent)** neither the Respondent nor any of its employees or agents has engaged in any Improper Conduct;
- (b) **(authority)** the Response has been signed and lodged by a person with authority to do so on behalf of the Respondent;
- (c) **(basis of Response)** the Respondent:
 - (i) has received or obtained copies of all of the Procurement Documents and all information or documents referred to in the Procurement Documents; and
 - (ii) has not relied on the accuracy, adequacy or completeness of any documents or information provided or any representation made by or on behalf of the Principal in connection with the Procurement Process in preparing its Response;

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- (d) **(accuracy of Response)** all information provided in or with the Response is accurate;
- (e) **(ability)** the Respondent and its relevant Personnel:
 - (i) hold (and are compliant with all requirements of) all necessary competencies, licences (including if necessary, a licence under the *Queensland Building and Construction Commission Act 1991* (Qld)), accreditations, certifications, permits, clearances and other authorisations which will be required for the Respondent to carry out the Scope if it is ultimately engaged to carry out that Scope; and
 - (ii) are not excluded from submitting a tender under any applicable Queensland or Federal Government scheme, code or policy;
- (f) **(suitability etc. of works, goods or services)** where the Principal has stated in the Procurement Documents the purpose(s) for which the works, goods or services must be suitable, appropriate, adequate or fit, the works, goods or services shall be suitable, appropriate, adequate and fit for those purposes (but this warranty and representation will not apply to the extent (if any) that the Respondent has expressly excluded or limited it in the Respondent's Response);
- (g) **(Effect of implied warranties)** neither clause 5 nor clause 6 shall operate in any way to limit, exclude or otherwise restrict the operation of any warranty implied by law.

6. RESPONDENT'S FURTHER WARRANTIES AND REPRESENTATIONS (RFT AND RFQ ONLY)

- 6.1 **(Application of clause)** This clause 6 only applies in respect of an RFT or an RFQ.
- 6.2 **(Warranties and Representations)** By lodging a Response, the Respondent warrants and represents that:
 - (a) **(investigations)** the Respondent has undertaken its own enquiries and investigations to satisfy itself of:
 - (i) the nature and extent of the Scope, its contractual obligations and all other risks, contingencies and other circumstances which could have an impact on its ability to carry out and complete the obligations it will have under the Contract if its Response is accepted for the Price; and
 - (ii) the suitability, appropriateness and adequacy of the Scope (including, in respect of contracts under which the successful Respondent is required to design works, any preliminary design included in the Scope) for the purposes stated in or to be reasonably inferred from the Scope;
 - (b) **(ability)** the Respondent and its relevant Personnel:
 - (i) have and will maintain the necessary experience, expertise and skill to perform its obligations under the Contract in accordance with the requirements of the Contract in the event that its Response is accepted; and
 - (ii) have and will maintain the resources necessary to comply with the timeframes for the performance of the Contract stated in the Procurement Documents (as amended if at all, pursuant to these Procurement Process Conditions);
 - (c) **(price)** the Price, and all rates, sums and prices included in the Response allow for:
 - (i) all of the risks, contingencies and other circumstances which could have an effect on the Respondent's ability to carry out and complete the obligations it will have under the Contract if its Response is accepted for the Price, except to the extent that the Contract expressly allows an adjustment;

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- (ii) the provision of all materials, plant, labour and other services necessary for the proper completion of the obligations it will have under the Contract if its Response is accepted, whether or not those items are expressly mentioned in the Contract; and
- (iii) unless the Contract expressly allows an adjustment, rise and fall in costs;
- (d) **(competitive neutrality)** if the Respondent is required by law to comply with principles of competitive neutrality, the Respondent has properly considered, assessed and complied with the applicable competitive neutrality principles in relation to the Procurement Process and the acceptance by the Principal of the Respondent's Response will not breach those principles;
- (e) **(notice)** the Respondent has notified the Principal in its Response of any:
 - (i) ambiguity, inconsistency, uncertainty, error or omission which it has discovered in or from the Procurement Documents;
 - (ii) any assumptions that it has made in determining its Price;
 - (iii) further information or investigations which it considers that it requires to enable it to give the warranties and make the representations in this clause 6,

and otherwise gives all warranties and makes all representations which the Contract requires to be given or made by the successful Respondent. The Respondent acknowledges that the Principal will rely on these warranties and representations in entering into a contract with the successful Respondent.

7. LODGEMENT AND OPENING OF RESPONSES

7.1 **(Method of lodgement)** A Response must be lodged:

- (a) if the Tender Box is a website, by uploading it to the Tender Box;
- (b) if the Tender Box is an email address, by sending it as an attachment to an email to the Tender Box; or
- (c) if the Tender Box is a physical address, by delivering it to the Tender Box.

The Principal may direct or allow the Response to be lodged by an alternative method.

7.2 **(Time of lodgement)** A document forming part of a Response shall be deemed to have been lodged:

- (a) where the Tender Box is a website, at the time that the document is successfully uploaded to the Tender Box, as indicated on the electronic receipt issued to the Respondent;
- (b) where the Tender Box is an email address, at the time that an email attaching the document is successfully delivered to the Tender Box, as indicated on the email system on which the Tender Box is hosted;
- (c) where the Tender Box is a physical address, at the time that the document is physically received at the Tender Box; or
- (d) where the Response is lodged by an alternative method allowed by the Principal, when it is received by the Principal by that method.

7.3 **(Response opening)** Responses will not be opened publicly and the Respondent will not be permitted to attend the opening of Responses.

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8. ASSESSMENT OF RESPONSES

- 8.1 **(Evaluation Criteria)** In determining which Response(s) are most advantageous to the Principal, each Response evaluated in accordance with these Procurement Process Conditions will be assessed, but not necessarily exclusively, against the Evaluation Criteria (if any).
- 8.2 **(Considerations)** In assessing Responses, the Principal may consider any information which the Principal reasonably considers to be relevant to its assessment (however obtained), including:
- (a) information contained in the Response or any amendment to or clarification of a Response;
 - (b) information provided at a meeting with or presentation by the Respondent;
 - (c) outcomes from discussions with a Respondent's referees (if any);
 - (d) information obtained pursuant to clause 8.5;
 - (e) the Respondent's past performance under other contracts with the Principal or third parties; and
 - (f) the reasonably held subjective opinions of the persons appointed by the Principal to evaluate Responses or any advisor to such persons.
- 8.3 **(Uncertainties)** The Principal may ignore any part of a Response which is ambiguous, uncertain, unclear or illegible without seeking clarification from the Respondent and may assess the balance of the Response.
- 8.4 **(Right to exclude)** The Principal may, but shall not be obliged to, reject or exclude from assessment any Response including:
- (a) a Non-Conforming Response, an Alternative Response or a Late Response;
 - (b) a Response, in respect of which the Principal reasonably believes that the Respondent has:
 - (i) failed to comply with these Procurement Process Conditions or any request made by or on behalf of the Principal pursuant to them within the time required; or
 - (ii) breached a warranty given or representation made pursuant to these Procurement Process Conditions or that a warranty, declaration or representation in the Respondent's Response is false or misleading in any material respect;
 - (c) a Response in respect of which the Principal reasonably believes that the Respondent cannot reasonably comply with the obligations which it will have under the Contract (in the event that its Response is successful) for the Price; or
 - (d) a Response which fails to achieve a satisfactory score against any of the Evaluation Criteria, even if the overall score of the Response is satisfactory;
- 8.5 **(Other information or assistance)** The Principal may undertake its own investigations, or engage third parties to do so on its behalf, in relation to any aspect of a Response (including verifying any warranty, representation or declaration made or given in the Response or pursuant to these Procurement Process Conditions) or any other matter which it considers relevant to the conduct of the Procurement Process. The Respondent must cooperate with such investigations and provide all information and assistance reasonably requested by or on behalf of the Principal in connection with the investigation.

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9. SHORTLISTING (RFEOI ONLY)

- 9.1 **(Application of clause)** This clause 9 only applies in respect of an RFEOI.
- 9.2 **(Shortlisting)** The Principal intends, but is not bound, to create a shortlist of Respondents and invite tenders from the shortlisted Respondents.
- 9.3 **(No obligation)** The Principal is not bound to shortlist or invite a tender from any Respondent, including the Respondents with the highest scores against the Evaluation Criteria. The Principal may shortlist and invite tenders from as many or as few Respondents as the Principal sees fit and may choose not to shortlist any Responses or invite any tenders.
- 9.4 **(Local preference)** The Principal may shortlist an EOI that is from a Local Supplier in preference to comparable EOIs from Non-Local Suppliers even if the EOIs from the Non-Local Suppliers have been assessed as more favourable in terms of one or more Evaluation Criteria.
- 9.5 **(RFT)** A Respondent shall not be entitled to submit a tender unless and until the Principal expressly invites the Respondent to submit a tender in writing.
- 9.6 **(Unsuccessful Respondents)** Unsuccessful Respondents will be notified after the Procurement Process is concluded. The Principal may provide feedback to unsuccessful Respondents if requested to do so, but such feedback may be general in nature, will be limited to the Respondent's EOI only and may be postponed until after any related Request for Tender process is finalised.

10. ACCEPTANCE (RFT AND RFQ ONLY)

- 10.1 **(Application of clause)** This clause 10 only applies in respect of an RFT or an RFQ.
- 10.2 **(Ability to accept)** The Principal is not bound to accept the Response with the lowest Price or the Response with the highest score against the Evaluation Criteria, or any Response. The Principal will, if it accepts a Response, accept the Response(s) which it reasonably believes are the most advantageous to it having regard to the Sound Contracting Principles and the requirements of the *Local Government Regulation 2012* (Qld) to the extent that they are applicable and relevant to the Procurement Process.
- 10.3 **(Local preference)** The Principal may accept a Response lodged by a Local Supplier in preference to comparable Responses from Non-Local Suppliers even if the Responses from the Non-Local Suppliers have been assessed as more favourable in terms of one or more Evaluation Criteria, so long as the overall differences are not substantial, and so long as it is clear that the Local Supplier can meet the Principal's requirements at an acceptable standard which is generally comparable to that of the Non-Local Suppliers.
- 10.4 **(Acceptance of more than one Response and acceptance of part of a Response)** The Principal may accept a Response in whole or in part. Without limiting this, where the Scope comprises distinct portions of works, goods or services, the Principal may accept a Response from one or more Respondents in relation to different portions of the works, goods or services as if those portions had been the subject of separate Procurement Processes.
- 10.5 **(No contract or appointment until formal acceptance)** Unless and until the Principal expressly notifies the Respondent in writing that the Respondent's Response (as amended by any post-Response negotiation, if any) has been successful or the parties execute a contract:
- (a) no binding contract for the provision of any work, services and/or goods by the Respondent will exist between the parties; and
 - (b) in respect of an RFT for appointment as a Pre-qualified Supplier or Preferred Supplier, the Respondent will not be considered to be appointed as a Pre-qualified Supplier or Preferred Supplier.

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For clarity, a statement published by the Principal but not specifically notified to the Respondent (including a record of a council resolution) to the effect that a Response has been accepted or a contract has been awarded does not, of itself, constitute an acceptance of the Response or notice that the Response has been successful or constitute a rejection of any other Response.

- 10.6 **(Form of Contract)** Unless the RFT or RFQ stated that the Respondent would not be required to enter into a contract until it is separately engaged by the Principal to provide works, goods or services, if a Response is accepted, the successful Respondent will be required to enter into a contract in the form of the Contract, as amended by agreement between the parties.
- 10.7 **(Unsuccessful Respondents)** Unsuccessful Respondents will be notified after a Response has been accepted. The Principal may, at its discretion, notify unsuccessful Respondents of the name of, and Price submitted by, the successful Respondent. The Principal may provide feedback to unsuccessful Respondents if requested to do so, but such feedback may be general in nature and will be limited to the Respondent's Response only.
- 10.8 **(Arrangement with other local governments)** The Respondent acknowledges that if, pursuant to the Procurement Process, the Respondent is selected to be a Preferred Supplier or Pre-qualified Supplier for goods and/or services then any Related Local Government may make a contract with the Respondent for the supply of those goods and/or services, as if that Related Local Government had itself selected the Respondent to be a Preferred Supplier or Pre-qualified Supplier of those goods and/or services.

11. DOCUMENTS AND INFORMATION

- 11.1 **(Ownership)** The Procurement Documents remain the property of the Principal. The Response will become the property of the Principal upon lodgement.
- 11.2 **(Intellectual Property Rights)** Intellectual Property Rights in documents and information provided on behalf of a party in connection with the Procurement Process remain, as between the parties, with the party on whose behalf they were provided. The Principal and the Respondent grant each other a perpetual, non-exclusive, royalty free licence to do the things contemplated by clause 11.9. The licence so granted by the Respondent is irrevocable. The licence granted by the Principal may be revoked at any time on the giving of written notice.
- 11.3 **(Warranty and representation)** The Respondent warrants and represents that:
- (a) it owns or has a right to use the Intellectual Property Rights in its Response for the purpose of lodging a Response and undertaking the obligations which it will have under a contract with the Principal in the event that the Respondent's Response is accepted; and
 - (b) it has the right and authority to grant the licence in clause 11.2 and the Principal's exercise of the rights so granted will not infringe the Intellectual Property Rights of a third party.
- 11.4 **(Confidentiality)** Except to the extent otherwise provided in these Procurement Process Conditions, each party shall keep Confidential Information of the other party confidential. The Respondent must inform each of its Personnel and any other person to whom Confidential Information of the Principal is disclosed of the Respondent's obligations under this clause 11.4. Subject to clause 11.9(b), the Respondent must return any and all Confidential Information when requested to do so by the Principal.
- 11.5 **(Information Privacy Act)** If the Respondent collects or has access to 'Personal Information' as that term is defined in the *Information Privacy Act 2009* (Qld) in connection with the Procurement Process, the Respondent must comply with Parts 1 and 3 of Chapter 2 of that Act as if the Respondent was the Principal. The Principal collects and uses personal information and non-personal information in the Response so that it can properly conduct the Procurement Process and otherwise carry out its functions as a Local Government. The Principal is authorised to collect this information under the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld) and other law. The information in the Respondent's Response will be accessible by employees of the Principal and third party personnel engaged

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to assist the Principal in conducting the Procurement Process or otherwise carrying out the functions of the Principal. Information in the Response may also be disclosed as required by the *Local Government Regulation 2012* (Qld) and the *Right to Information Act 2009* (Qld) as described below.

- 11.6 **(Local Government Regulation)** The *Local Government Regulation 2012* (Qld) provides that the Principal must, as soon as possible after entering into a contractual arrangement worth \$200,000 or more (exclusive of GST) publish relevant details of the contract (including the person with whom the Principal has entered into the contractual arrangement, the value of the contractual arrangement and the purpose of the contractual arrangement) on the Principal's website and display those details in a conspicuous place in the Principal's public office. The relevant details must be published or displayed in this manner for a period of at least 12 months.
- 11.7 The *Local Government Regulation 2012* (Qld) may also require the Principal to make documentation and information contained in, or provided by the Respondent in connection with, a Response (including documentation and information identified by the Respondent as confidential) publicly available where that documentation or information is:
- (a) discussed in a Local Government Meeting;
 - (b) included in a report or other document that:
 - (i) relates to an item on the agenda for a Local Government Meeting and is made available to Councillors or committee members for the purposes of the meeting;
 - (ii) is directly relevant to a matter considered or voted on at a Local Government Meeting; or
 - (iii) is presented at a Local Government Meeting for the consideration or information of the Local Government or committee; or
 - (c) otherwise required to be disclosed pursuant to a provision of *the Local Government Act 2009* (Qld) or the *Local Government Regulation 2012* (Qld).
- 11.8 **(Right to Information)** The *Right to Information Act 2009* (Qld) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including the Principal). The Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest. Information or documentation contained in or provided by the Respondent in connection with a Response is potentially subject to disclosure to third parties, including documentation and information identified by the Respondent as confidential. Any application for disclosure will be assessed in accordance with the terms of the Act. Notwithstanding any other provision of the Procurement Documents or a Response, if a Response is accepted, the Principal may publish on a Queensland Government website or by any other means, contract information including:
- (a) the name and address of the Principal and the successful Respondent;
 - (b) a description of the goods and/or services to be provided or works to be carried out pursuant to the contract;
 - (c) the date of award of the contract (including the relevant stages if the contract involves more than one stage);
 - (d) the contract value (including the value for each stage if the contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of Responses);
 - (e) the procurement method used; and
 - (f) for contracts with a value over \$10 million, the contract, or summary information in respect of the contract, between the Principal and the Respondent.
- 11.9 **(Use of documents and information)** Documents and information provided on behalf of a party to the other party in connection with the Procurement Process (including documentation and

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information identified by the Respondent as confidential) may be used, copied, modified or disclosed as required by any law and otherwise:

- (a) by the Principal, as the Principal considers to be reasonably necessary to:
 - (i) properly conduct the Procurement Process;
 - (ii) exercise the rights granted to it in these Procurement Process Conditions;
 - (iii) obtain legal, accounting or other professional advice in connection with the Response;
 - (iv) report any actual or suspected Improper Conduct to the appropriate Authority; and/or;
 - (v) to otherwise properly carry out its functions as a Local Government;
- (b) by the Respondent, as is reasonably necessary to enable the Respondent to:
 - (i) prepare the Response;
 - (ii) obtain legal, accounting or other professional advice in connection with the Response; or
 - (iii) comply with the Respondent's corporate governance requirements.

If the Respondent is required by law to disclose Confidential Information of the Principal, the Respondent must notify the Principal of this prior to making such disclosure and must only disclose the minimum amount of information required to meet its obligation to disclose.

11.10 **(Media)** The Respondent must not, either on its own account or in conjunction with other parties, issue any publication, advertisement, document, article or information whether verbal or written, in connection with the Procurement Process in any media without the prior approval of the Principal.

12. DEFINITIONS

12.1 **(Definitions)** In these Procurement Process Conditions, unless the context otherwise requires:

- (a) **Addenda and Addendum** means any communication issued to Respondents in accordance with these Procurement Process Conditions which is identified as an Addendum;
- (b) **Alternative Response** means a Response which is otherwise a Conforming Response but which in the opinion of the Principal, contains significant alternatives, qualifications or amendments to or departures from the Contract or the Scope;
- (c) **Authority** means a local government, the State of Queensland, the Commonwealth or other any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality having jurisdiction over the project;
- (d) **Business Day** means a day that is not a Saturday, Sunday or public holiday at Biloela;
- (e) **Claim** includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including at law (including a breach of an express or implied term of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by law, pursuant to any other principle of law, in connection with the Procurement Process;

Procurement Process Conditions

- (f) **Communication Closing Time** means the time identified in the General Information as the time by which communications by Respondents must be submitted;
- (g) **Communication Method** means submitting an enquiry through the website forum or sending an email to the email address nominated for communications by Respondents in the General Information;
- (h) **Complaints Manager** means the person identified in the General Information as the person to whom complaints regarding the Procurement Process should be directed;
- (i) **Confidential Information** means documents and information provided or made available by or on behalf of one party to the other party in connection with the Procurement Process which are of their nature confidential (including copies of such documents and information) but not including documents and information which are in the public domain other than through a breach of clause 11.4;
- (j) **Conforming Response** means a Response which, in the opinion of the Principal:
 - (i) is substantially in the form and contains substantially all of the documentation, information, acknowledgements, warranties, declarations and undertakings required by the Response Schedules;
 - (ii) contains no significant alternatives, qualifications or amendments to or departures from the Contract or the Scope; and
 - (iii) in respect of Tenders or EOIs only, does not substantially exceed the Maximum Page Limit (if any);
- (k) **Contract** means:
 - (i) a contract which may be entered into between the Principal and a Respondent pursuant to an RFT or RFQ and which will be in the form referenced in Part 4 – Contract of the RFT or RFQ, as amended (if at all) by the express written agreement of the Principal; and
 - (ii) where an RFT is for appointment as a Preferred Supplier or Pre-qualified Supplier, also includes a contract which may be entered into during the term of the appointment unless the context requires otherwise;
- (l) **Councillor** has the same meaning as in the *Local Government Act 2009* (Qld);
- (m) **EOI (Expression of Interest)** means a Response lodged by a Respondent in response to an RFEOI and includes all documents and information lodged with or as part of the expression of interest;
- (n) **Evaluation Criteria** means:
 - (i) for an RFT or an RFEOI, the evaluation criteria (if any) set out in the General Information; and
 - (ii) for an RFQ, the evaluation criteria (if any) set out in the RFQ;
- (o) **General Information** means Part 2 – General Information of the RFQ, RFT or RFEOI (as the case may be);
- (p) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (q) **Improper Conduct** means:

Procurement Process Conditions

- (i) engaging in any activity or obtaining any interest which results in or is likely to result in any actual, potential or perceived conflict between the interests of the Respondent and the Respondent's obligations to the Principal in connection with the Procurement Process;
- (ii) engaging in misleading or deceptive conduct in connection with the Procurement Process;
- (iii) engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other Respondent, or any other person in connection with the Procurement Process;
- (iv) canvassing, attempting to improperly influence, offering any inducement to or accepting or inviting improper assistance from any Councillor or other Personnel (or former Personnel) of the Principal in connection with the Procurement Process;
- (v) using any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the Respondent's Response;
- (vi) breaching any law in connection with the Procurement Process;
- (vii) engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence; or
- (viii) engaging in conduct contrary to sections 199 and 200 of the *Local Government Act 2009* (Qld);
- (r) **Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (s) **Late Response** means any Response that is not received in the Tender Box (or otherwise received by the Principal by an alternative method permitted under the Procurement Process Conditions) by the Response Closing Time;
- (t) **Local Government** has the same meaning as in the *Local Government Act 2009* (Qld);
- (u) **Local Government Meeting** has the same meaning as in the *Local Government Act 2009* (Qld);
- (v) **Local Supplier:**
 - (i) where the Principal's procurement policy provides a meaning of local supplier, has the meaning given in the Principal's procurement policy, a copy of which can be obtained from the Principal upon request; or
 - (ii) where the Principal does not have a procurement policy, or the procurement policy does not provide a meaning of local supplier, means a supplier that:
 - (A) is beneficially owned and operated by persons who are residents or ratepayers of the local government area of the Principal as determined under the *Local Government Regulation 2012* (Qld); or
 - (B) has its principal place of business within that local government area; or
 - (C) otherwise has a place of business within that local government area that solely or primarily employs persons who are residents or ratepayers of that local government area;

Procurement Process Conditions

- (w) **Maximum Page Limit** means the number of pages which may be lodged as, with or in relation to the Response (including, unless otherwise indicated, all attachments, annexures, supplements, parts, schedules or appendices), which the General Information states a Response should not be longer than;
- (x) **Non-Conforming Response** means a Response which is not a Conforming Response or an Alternative Response;
- (y) **Non-Local Supplier** means a supplier (including a Respondent) that is not a Local Supplier;
- (z) **Personnel** includes the officers, employees, agents, representatives, contractors and consultants of a party and any other person or entity for whom that party is vicariously liable;
- (aa) **Preamble** means Part 1 – Preamble of the RFEOI, RFT or RFQ (as the case may be);
- (bb) **Preferred Supplier** means a supplier that has been selected as a preferred supplier pursuant to section 233 of the *Local Government Regulation 2012* (Qld);
- (cc) **Pre-qualified Supplier** means a supplier that has been selected as a pre-qualified supplier pursuant to section 232 of the *Local Government Regulation 2012* (Qld);
- (dd) **Price** means:
 - (i) where the Procurement Process is for appointment as a Preferred Supplier or Pre-qualified Supplier, the rates, sums or prices stated in the Response;
 - (ii) otherwise, subject to clause 4.4, the total price stated in the Response;
- (ee) **Price Schedule** means a Response Schedule which provides a breakdown of the Price, and which may include rates, lump sums, prices, provisional sums, estimated quantities and other information;
- (ff) **Principal or Purchaser** means Banana Shire Council;
- (gg) **Procurement Documents** means:
 - (i) the RFEOI, RFT or RFQ (as the case may be); and
 - (ii) any Addenda issued pursuant to these Procurement Process Conditions,and includes all documents included in or incorporated by reference into these documents;
- (hh) **Procurement Process** means the process by which the Principal intends to, or does, invite, assess and where applicable, accept or reject Responses in respect of the Scope;
- (ii) **Procurement Process Conditions** means these procurement process conditions;
- (jj) **Quotation** means a Response lodged by a Respondent in response to an RFQ and includes all documents and information lodged with or as part of the quotation;
- (kk) **Related Local Government** means a local government that has entered into an arrangement with the Principal, as contemplated in section 235(f) of the *Local Government Regulation 2012* (Qld), to the effect that the local government may make a contract with a supplier that has been selected by the Principal to be a Preferred Supplier or Pre-qualified Supplier of goods and/or services, as if that local government had itself selected that supplier to be a Preferred Supplier or Pre-qualified Supplier of those goods and/or services.

Procurement Process Conditions

- (ll) **Respondent** means:
- (i) any person who lodges a Response; and
 - (ii) to the extent to which the term can apply to any other person who obtains a copy of any of the Procurement Documents during the Procurement Process, also includes such other persons,
- and includes a Tenderer;
- (mm) **Response** means, where these Procurement Process Conditions are incorporated into an:
- (i) RFEOI, an EOI;
 - (ii) RFT, a Tender; or
 - (iii) RFQ, a Quotation;
- (nn) **Response Closing Time** means the time identified in the General Information as the time by which Responses must be submitted as varied (if at all) pursuant to these Procurement Process Conditions;
- (oo) **Response Form** means in respect of an:
- (i) RFEOI, the document identified as the EOI form in the Response Schedules;
 - (ii) RFT or RFQ:
 - (A) the document identified as the tender form or the quotation form (as the case may be) in the Response Schedules; or
 - (B) otherwise where there is no document identified as the tender form or quotation form, any document (other than a Price Schedule) which states the total price offered by the Respondent in the Response;
- (pp) **Response Schedules** means the schedules identified in Part 5 – Response Schedules of the RFEOI or Part 6 – Response Schedules of the RFT or RFQ (as the case may be);
- (qq) **Response Validity Period** means the period stated in the General Information as the time for which Responses are to be valid as extended (if at all) pursuant to clause 4.5;
- (rr) **RFEOI (or Request for Expressions of Interest)** means the request for expressions of interest issued by the Principal and all documents included in or incorporated by reference into it (including these Procurement Process Conditions and the Scope);
- (ss) **RFQ (or Request for Quotation)** means the request for quotations issued by the Principal and all documents included in or incorporated by reference into it (including these Procurement Process Conditions, the Contract and the Scope);
- (tt) **RFT (or Request for Tender)** means the request for tenders issued by the Principal and all documents included in or incorporated by reference into it (including these Procurement Process Conditions, the Contract and the Scope);
- (uu) **Scope** means the scope described in Part 4 – Scope of the RFEOI or Part 5 – Scope of the RFT or RFQ (as the case may be) and all documents incorporated into it (whether physically or by reference), and includes any amendments provided for in an Addendum;
- (vv) **Sound Contracting Principles** has the meaning given in section 104(3) of the *Local Government Act 2009* (Qld);

Procurement Process Conditions

(ww) **Specified Loss** means:

- (i) any loss of, or loss of anticipated, profit, income, revenue, saving, production; business, contract or opportunity; increase in financing or operating costs; liability for loss or damage suffered by third parties; legal costs (on a solicitor and client basis); fines levied; loss of reputation or embarrassment and the cost of abating or reducing such; any other financial or economic loss; and
- (ii) any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraph, howsoever arising;

(xx) **Tender** means a Response lodged by a Tenderer in response to an RFT and includes all documents and information lodged with or as part of the tender;

(yy) **Tender Box** means the website, email address or physical location at which the General Information states that Responses are to be submitted;

(zz) **Tenderer** means:

- (i) any person who lodges a Tender; and
- (ii) to the extent to which the term can apply to any other person who obtains a copy of any of the Procurement Documents during the Procurement Process, also includes such other persons,

and words or terms not defined in these Procurement Process Conditions but defined in a Contract have the same meaning as in the Contract, except where the context otherwise requires.

13. GENERAL PROVISIONS

13.1 **(Interpretation of Procurement Documents)** The Procurement Documents must be read and construed together and are intended to be mutually explanatory.

13.2 **(Joint and several obligations)** An obligation of two or more parties binds them jointly and each of them severally and an obligation incurred in favour of two or more parties is enforceable by them severally.

13.3 **(Headings)** Clause headings are for reference purposes only and must not be used in interpretation.

13.4 **(No limitation)** The words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.

13.5 **(Grammatical Forms)** Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning. Words importing the singular number include the plural number and words importing the plural number include the singular number.

13.6 **(Time)** References to time are to local time in Queensland. Where time is to be reckoned from a day or event, the day or the day of the event must be excluded. If any time period specified in the Procurement Documents expires on a day which is not a Business Day, the period will expire at the end of the next Business Day.

13.7 **(Discretion)** Unless expressly provided otherwise:

- (a) any right of the Principal pursuant to these Procurement Process Conditions may be exercised; and
- (b) any consent of the Principal required under these Procurement Process Conditions may be given, withheld or given subject to conditions,

Procurement Process Conditions

in the absolute discretion of the Principal without giving reasons and without reference to the Respondent unless, and then only to the extent that the Procurement Process Conditions provide otherwise.

13.8 **(Law)** A reference to 'law' includes:

- (a) legislation (including subordinate legislation), local laws, by-laws, orders, ordinances, awards, requirements and proclamations of an Authority having jurisdiction and any related fees and charges; and
- (b) certificates, licences, accreditations, clearances, authorisations, approvals, consents, and permits and any related fees and charges,

which are applicable to the Procurement Documents, the Procurement Process or the Contract or which are otherwise in force at any place where an obligation under the Contract is to be carried out.

13.9 **(Governing Law)** The Procurement Process is governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland. The Principal and the Respondent submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.

13.10 **(Contra proferentem)** The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

13.11 **(Rights Cumulative)** The rights and remedies of the Principal and the Respondent provided in the Procurement Process Conditions are cumulative on each other and on any rights or remedies conferred at law or in equity.

13.12 **(Severance)** If a provision of the Procurement Process Conditions is void or unenforceable it must be severed and the provisions that are not void or unenforceable are unaffected by the severance.

13.13 **(No waiver)** No waiver by the Principal of a provision of these Procurement Process Conditions is binding unless made in writing.

13.14 **(Other references)** A reference to:

- (a) a person includes any other legal entity and a reference to a legal entity includes a person;
- (b) the Respondent or the Principal includes their respective heirs, executors, successors and permitted assigns;
- (c) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes email and facsimile;
- (d) a monetary amount is a reference to an Australian currency amount; and
- (e) a measurement or quantity is a reference to an Australian legal unit of measurement as defined under the *National Measurement Act 1960* (Cth).



SCOPE OF WORKS

KELLYS ROAD DON RIVER BANK STABILISATION

CONTRACT NO.: T2425.30

1. THE SCOPE OF WORKS

- 1.1 **(Documents comprising this Scope of Works)** The Scope of Works comprises this Scope of Works, including;
- (a) Appendix A – General Specification
 - (b) Appendix B – Site
 - (c) Appendix C – Price Schedule (C & C1)
 - (d) Appendix D – Design (D1, D3, D4)
 - (e) Appendix E - Technical Specification
 - (f) Appendix F – Minimum Traffic Signage Requirements
- 1.2 **(Precedence of documents comprising the Scope of Works)** The documents comprising the Scope of Works shall be taken to be mutually explanatory. If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 then the documents will take precedence in the order set out in clause 1.1, with the document listed at 1.1 being the highest in the order.
- 1.1 **(Documents incorporated by reference into the Scope of Works)** The Contractor is deemed to have obtained copies of, read, understood, and allowed for compliance with the Scope of Works (including any documents which are incorporated into it by reference only).
- 1.2 **(Definitions)** Capitalised terms used in the Scope of Works have the meanings assigned to them in the General Conditions of Contract (if any) unless the context otherwise requires. Terms which are separately defined in a clause of this Scope of Works have the meanings given in those clauses.

2. SCOPE OF WORKS

- 2.1 WUC comprises, but is not limited to the following road remediation works treatments
- a) Bulk excavate surplus material and remove from site
 - b) Bulk excavate surplus material to spoil
 - c) Bulk fill – imported
 - d) Bulk fill - local
 - e) Clear mixed debris and remove from site
 - f) Erosion matting
 - g) Boulder Placement
 - h) Reconstruct unbound granular base Excludes seal

As more particularly described in the Appendices of this Scope of Works.

- 2.2 WUC asset locations identified in Appendix B – Site
- 2.3 Except to the extent expressly permitted by the Contract, the Contractor must carry out WUC in accordance with the Appendix D – Design, Appendix E - Technical Specification & Appendix A - General Specification.



GENERAL SPECIFICATION (STANDARD RISK)

KELLYS ROAD DON RIVER BANK STABILISATION
CONTRACT NUMBER: T2425.30

PRELIMINARIES

Order of Precedence

The Specification comprises the following:

- (a) This General Specification;
- (b) Technical Specification (Appendix E); and
- (c) QRA Treatment Guide November 2021

If there is any ambiguity, inconsistency, conflict or discrepancy in or between any document comprising the Specification, then that ambiguity, inconsistency, conflict or discrepancy shall be resolved by giving precedence to the document which places the highest or more onerous requirement on the *Contractor*. If that does not resolve the issue, then the documents comprising the Specification shall take precedence in the order set out in this clause 0, with the document listed as number 0(a) being the highest in the order. In the event of an ambiguity, inconsistency, conflict or discrepancy within a document, the higher or more stringent requirement will apply.

To the extent that they are incorporated (whether physically or by reference) into the Technical Specification, in the event of any ambiguity, inconsistency, conflict or discrepancy between any of the following documents, they will take precedence in the order shown below with the document in clause 1 being the highest in the order.

1. Project specific drawings;
2. Project specific specifications;
3. CMDG Development Manual;
4. WSA Standard Specification;
5. Relevant Australian Standards;

Without limiting any other obligation of the *Contractor* or right of the *Principal*, where the *Principal's project requirements* includes any drawings, specifications or other information, samples, models, patterns and the like provided by the *Contractor* ("*Contractor's design documents*") then the *Contractor* warrants and represents that the *Contractor's design documents* accord with the balance of the *Principal's project requirements*.

Definition of Terms

Terms used in the Specification and which are defined in the General Conditions of Contract (whether italicised or not) have the meanings assigned to them in the General Conditions of Contract unless the context otherwise requires.

Otherwise, the following terms have the meanings assigned below (unless the context otherwise requires):

- (a) **Architect, Engineer, Project Manager** or any other term with similar meaning within the Specification or any other specified document mean the *Superintendent*;
- (b) **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges;
- (c) **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality or any other person having jurisdiction in connection with *the Works* or the carrying out and completion of *WUC*;
- (d) **Builder** and any other term with similar meaning within the Specification mean the *Contractor*;
- (e) **General Conditions of Contract** means the general conditions of contract referred to in the *Formal Instrument of Agreement* to which this General Specification is attached;
- (f) **Principal, Proprietor, Owner** any other term with a similar meaning within the Specification, mean the *Principal*;
- (g) **Statutory Notice** means any infringement notice, prohibition notice, improvement notice or non-disturbance notice issued by an Authority pursuant to the WHS Act and any electrical safety protection notice or unsafe equipment notice issued by an Authority pursuant to the *Electrical Safety Act 2002* (Qld).

Works Generally

WUC includes any labour, material, plant and/or services required to fully complete the design intent of *the Works*. All fees, charges, costs and expenses necessary for the successful completion of the *Works* shall be deemed included in the *contract sum*. Any matters of construction and workmanship which are obviously intended, but which may not be referred to in the Specification or drawings and which are usually to be found in sound construction practice and are essential to *WUC*, are deemed to be included in the *Contract*.

The Works include but are not limited to:

Tax (Goods and Services)

The *contract sum* shall include GST. All claims made pursuant to the *Contract* shall clearly identify the total amount of the claim and the amount of GST included in the total.

Site Visit

The *Contractor* is deemed to have:

visited the *site* during the tender period to ascertain local conditions and the extent of *WUC*. No claims for extra payments will be considered on grounds of lack of knowledge of the actual *site*, the scope of *Works* or of the conditions under which *WUC* is to be carried out; and

familiarised itself with all relevant factors including, the availability of temporary access, temporary lighting and power, telephone services, water supply, waste disposal facilities, labour supply, weather conditions and made allowance in the *contract sum* for provision of any services required to enable *WUC* to be performed.

Nothing in this clause is intended to limit the *Contractor's* entitlement under clause 25 of the General Conditions of Contract.

Site of Works

The *site* is located within the area referred to in **Appendix D**. Refer to **Appendix A – Site**.

The on-site area set aside for the storage of materials for this project is to be finalised through liaison with the *Superintendent*.

Pre-Start Meeting

Prior to commencement of any *WUC* at the *site*, a pre-start meeting shall be organised by the *Contractor* and/or by the *Superintendent*. The pre-start meeting is to be attended by the *Superintendent*, *Contractor* and any relevant consultants.

Requirements for possession of the Site

The *Contractor's* attention is drawn to clause 24.1 of the General Conditions of Contract. The following documentation and information must be provided to the *Superintendent* at least 5 *business days* prior to the pre-start meeting referred to in clause 0 and as a requirement of the *Principal* giving possession of the *site*:

- (a) work health and safety documentation directed to be provided pursuant to clause 0 of this General Specification;
- (b) traffic management plan pursuant to clause 0 of this General Specification;
- (c) environmental management plan pursuant to clause 0 of this General Specification;
- (d) evidence of insurance as required by clause 19.1 of the General Conditions of Contract; and
- (e) updated program which complies with clause 0;

Program

The program to be provided under clause 32 of the General Conditions of Contract shall detail the *Contract* milestone dates, the commencement and completion dates of each trade and/or sub-contract work activity, procurement activities and supply contract activity, with activities linked in a logical progression through a 'critical path' and identify any float based on a continuous cycle of *WUC*. The *Contractor* must allow, and is deemed to have allowed, in the program for:

- (a) the time permitted under the General Conditions of Contract for the *Superintendent* or the *Principal* to review documents for which the *Contract* requires the *Contractor* to obtain the *Superintendent's* direction about such documents;
- (b) other timeframes under the Contract within which the *Superintendent* and the *Principal* are permitted to act.

The program shall be prepared utilising native format Microsoft 'Project 2010' software, or alternative software as approved in writing by the *Superintendent*, and shall be submitted in hard copy, in a page size not less than A3 such as to be legible, together with electronic format copies (in both PDF format and native Microsoft "Project 2010" file format).

The following information is to be taken into account when preparing the program.

Constraints to Program

The *Contractor* is required to carry out all *WUC* in a manner that minimises the impact of construction on residents, on the community and the environment in general.

The approval of the program by the *Superintendent*, or any amendments thereof will not relieve the *Contractor* of any of its obligations under the *Contract*, including the obligation to not, without reasonable cause, depart from an earlier program.

If, in the opinion of the *Superintendent*, the *Contractor* falls behind the approved program, the *Contractor* shall take such steps as considered necessary to improve progress. The *Contractor* shall submit a revised program in an approved form, indicating the manner in which *WUC* shall be completed including, as necessary, what additional resources are to be utilised within the specified time. All updated versions of the program shall be submitted in hard copy (PDF) and native Microsoft "Project 2010" file format. No additional cost shall be incurred by the *Principal* due to such measures.

Failure of the *Contractor* to comply with the requirements of this clause and to improve progress to comply with the current approved program shall constitute a substantial breach of the *Contract* pursuant to clause 39 of the General Conditions of Contract.

Cash Flow Projection

The *Contractor* must also provide an updated cash flow projection schedule for the balance of the whole of *WUC* at end of each month, AFTER the *Contractor's* progress claim has been endorsed for that month, providing details on revised cash flow projection based on approved progress claims and total cost to date.

The updated cash flow projection shall be submitted within 3 days of submitting the tax invoice or the approved progress claim.

Site Establishment, Services and Security

The *Contractor* shall ensure that all plant, equipment, materials, temporary workshops, stores and offices are kept within the confines of the *site* at locations approved by the *Superintendent*. The cost to provide the *Contractor's* temporary power, water and any other services required to execute *WUC* shall be borne by the *Contractor*.

The *Contractor* shall be afforded access to the *Principal's* ablution facilities (if available).

The *Contractor* shall provide adequate first aid facilities appropriate to the size and composition of his/her staff and labour force and the nature of *WUC*.

Any temporary buildings with their contents are to be maintained in a clean and orderly condition and in a constant state of repair.

The *Contractor* must use its best endeavours to prevent any unauthorised entry to the *site*. The *Contractor* will assume responsibility for any losses occurring from the *site*.

The *Contractor* shall be responsible for delivery of all materials used in *WUC* (including any materials and/or deliverables used by *subcontractors*) ('deliverables'), providing space for the storage of all deliverables, handling the deliverables and for checking that the deliverables comply with the requirements of the *Contract*.

The *Contractor* must appropriately store and secure any poisonous, flammable or injurious substances for the duration of *WUC*, against access or injury to any persons or which may potentially damage *WUC*.

The *Contractor* must provide all necessary fully charged fire extinguishers in accessible locations at the *site* as are necessary for the care and safety of *WUC* to the satisfaction of the *Superintendent* and the Queensland Fire and Emergency Services or other relevant Authority.

The *Contractor* must supply, install, maintain, repair and remove security fencing to limits of *site*. The security fencing shall clearly delineate the extents of the *site* to the public.

Set Out

The *Contractor* shall be responsible for setting out *the Works* from the information shown on the drawings. The *Contractor* must check all dimensions on *site* before proceeding with *WUC*. The *Contractor* shall notify the *Superintendent* of any omissions or discrepancies within the drawings or specification. Where the *Contractor* has commenced *Works* on any component of *the Works*, the *Contractor* shall be deemed to have reviewed all dimensions and have accepted responsibility for any errors.

Where necessary, the *Contractor* shall carry out surveys to locate/reinstate any boundary pegs required for setting out. On completion of construction of a part of *the Works*, the *Contractor* shall reinstate any permanent survey marks and

boundary pegs that may have been disturbed by its *work*. Subject to subclause 26.3 of the General Conditions, the cost of all necessary surveys shall be included in the *contract sum*.

Public Utilities

Where overhead public utility lines and surface drainage works and/or underground pipes, conduits, or cables exist in the vicinity of the *Works*, the *Contractor* shall take all necessary precautions to protect such facilities from damage and, in the case of any damage occurring to such facilities, the matter shall be immediately reported to the department or company concerned and the *Superintendent*. The cost of the necessary repairs or renewals shall be borne entirely by the *Contractor*.

If it is found to be necessary to alter the location or level of any existing mains or services to conform with the requirements of the *Contract* then the *Contractor* shall notify the *Superintendent* immediately.

Should relocation of existing services be specified or directed by the *Superintendent*, the *Contractor* shall arrange for the work to be carried out by the appropriate Authority.

Contractor's Superintendence

The *Contractor* shall provide all necessary superintendence during the carrying out of *WUC* and as long thereafter as the *Superintendent* may consider necessary for the proper fulfilment of the *Contractor's* obligations under the *Contract*.

A competent Site Manager and Site Foreman, whose appointment shall be approved by the *Superintendent*, shall be employed by the *Contractor* for management on *site*. The Site Manager shall be the *Contractor's* representative under clause 22 of the General Conditions of Contract.

Responsibility

No approval or acceptance by the *Principal* or the *Superintendent*, nor any representative of either, shall in any way relieve the *Contractor* of any obligation under the *Contract* including the *Contractor's* responsibility for the satisfactory completion of *WUC*.

Requests for information and review

The *Principal* or *Superintendent* shall not be bound by any verbal advice given or information furnished by any officer of the *Principal* or *Superintendent* in respect of the *Contract*, but shall be bound only by written advice, or information furnished by the *Superintendent*.

The *Contractor* must not accept instructions from any person other than the *Superintendent* and/or the *Superintendent's Representative*.

The *Superintendent* will endeavor to provide a response and/or *direction* in relation to a written request for information from the *Contractor* within 5 *business days* of receipt of such information. The response time will be dependent on the complex nature and or quantity of clarifications per information request submitted. The *Contractor* is encouraged to make recommendations and or suggestions for the *Superintendent's* consideration when submitting such requests.

The *Contractor* is deemed to have allowed for the time permitted by subclause 8.3 of the General Conditions for examination of workshop drawings in its program. The *Contractor* must review and incorporate any comments received from the *Principal* or the *Principal's* nominated *personnel* in relation to the workshop drawings. Unless otherwise *directed* the *Contractor* is not required to (and must not) resubmit revised workshop drawings to the *Principal* or its *personnel*.

The *Contractor* acknowledges and agrees that its obligations and liabilities in connection with the *Contract* are not affected by any:

- (a) receipt or review of, or comment or *direction* on, a document submitted by the *Contractor*;
- (b) failure by the *Principal* or *Superintendent* to review, comment on or give a *direction* on any document submitted by the *Contractor*; or
- (c) failure by the *Superintendent* to give its approval pursuant to clause 8.3.

Before relying on the receipt, review or comment by the *Superintendent* or *Principal* or complying with a *direction* in relation to a document, the *Contractor* must notify the *Superintendent* in writing if doing so will affect a warranty, representation or obligation of the *Contractor* under the *Contract*.

Inspections and Site Meetings

The *Principal* or the *Superintendent* may carry out inspections of the *site* at any time. If any non-conformance on the *site* is detected, the *Contractor* shall immediately rectify the non-conformance.

During inspections, the *Contractor* shall provide the *Principal* or the *Superintendent* with all documents, access and assistance necessary for its completion.

Further meetings will be conducted as directed by the *Superintendent* and these meetings will be documented by the *Contractor*.

The *Contractor* shall provide a sufficient and safe access for all inspections and *site* meetings.

Quality Assurance

The *Contractor* shall implement a quality management system under the *Contract* in accordance with the requirements of ISO 9001, or as otherwise approved by the *Superintendent*.

The *Contractor* shall appoint a suitably qualified quality assurance representative ('QAR'), who shall have such authority to effectively manage and control the implemented quality system.

Within 5 *business days* of the *date of acceptance of tender*, the *Contractor* shall submit to the *Superintendent* a copy of the following documents:

- (a) Quality System Certification to ISO9001, or to any alternative standard approved by the *Superintendent*; and
- (b) A controlled copy of the project quality plan.

The project quality plan shall as a minimum contain the following information:

- (a) A project organisation chart clearly showing the lines of authority responsibility and communication that will be in effect;
- (b) Details of the qualifications and experience of all project management and supervision staff;
- (c) A Lot Plan;
- (d) Details of project specific procedures including those related to the following to the extent that they are applicable to *WUC*:
 - (i) all shop drawing formation and coordination;
 - (ii) management of all services subcontractor / trades;
 - (iii) management of all services / operational commissioning;
- (e) Applicable inspection and test plans;
- (f) A register of all proposed quality records; and
- (g) A copy of the NATA terms of registration for the *Contractor's* compliance testing laboratory.

The *Contractor* is to comply with its implemented quality assurance standards and procedures. The *Superintendent* may at any time undertake an audit of project records, or the *Contractor's* internal quality records during the execution of *WUC*, to confirm that work has been completed in accordance with the *Contractor's* documented quality assurance systems. The *Contractor* shall provide all records and information as and when requested by the *Superintendent*.

Publicity

Further to sub-clauses 8.5 and 8.6 of the General Conditions of Contract:

- (a) *WUC* and the *Contract* are a confidential matter between the *Principal* and the *Contractor*; and
- (b) no signage is to be placed on the *site* or site perimeter apart from safety signage without the express permission of the *Superintendent*.

Photographic Record of Works

The *Contractor* shall provide to the *Superintendent* a progressive photographic record of the progress of *WUC*. The record shall provide a general overview of the state of *WUC* at a particular time, and shall comprise not less than six photographs of job status at the following stages of the project:

- (a) on the giving of possession of *site*;
- (b) at the end of each calendar month prior to the month in which *practical completion* is achieved; and
- (c) at *practical completion*.

Photographs shall be in digital format and shall be duly dated and labelled to describe the photograph's content.

The photographic record is to include before, during and after photos that are compliant with the Queensland Reconstruction Authority (QRA) requirements including metadata details. A QRA preferred requirement is that

completion photos are to match the before photos as close as possible. All photos are to be named in a manner/convention to the satisfaction of the Superintendent.

Legislative Requirements

The *Contractor* shall provide evidence of its compliance with clause 11 of the General Conditions of Contract to the *Superintendent* on request by the *Superintendent*.

The *Contractor* shall be responsible for connection of all services including water, sewerage, drainage, electricity and communications and obtaining all relevant permits and approvals for connection.

Approvals and other law

The *Contractor* must identify and notify the *Principal* of all Approvals which are necessary for the proper performance of *WUC* (other than Approvals which the *Principal* has advised the *Contractor* it has already obtained). The *Contractor* must obtain and maintain all such Approvals until the end of the last *defects liability period* to expire. The cost of obtaining and maintaining all such Approvals shall be borne by the *Contractor*.

The *Contractor* must ensure that its *personnel* comply with all Approvals and other law which are in anyway applicable to *WUC*, including, unless the *Contract* expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.

The *Principal* gives no warranty and makes no representation that:

- (a) it will be able to obtain, or obtain within any particular time; or
- (b) where the *Principal* is the relevant Authority, that it will grant, any Approval required for the *Contractor* to perform *WUC*.

Nothing in the *Contract* shall be taken to fetter the power, rights or authority of the *Principal* as the sublessor under the *Land Act 1994 (Qld)* or an Authority under the *Local Government Act 2009 (Qld)*, the *Local Government Regulation 2012 (Qld)* or any other law.

Licensing and Certificates

The *Contractor* shall ensure that all *personnel* working on this project have the necessary licences and professional qualifications in place to operate all plant and equipment in the environment proposed and any specialist work that may be required.

Labour Hire

The *Contractor* must not provide any labour hire to the *Principal* unless it is appropriately registered under the *Labour Hire Licensing Act 2017 (Qld)*. The *Contractor* must not engage any supplier, or permit any person to, provide labour hire unless that person is registered under the *Labour Hire Licensing Act 2017 (Qld)*.

Particular Items in Price Schedule

Further to Clause 3 of the General Conditions of Contract where an item is identified in the *price schedule* as:

- (a) a provisional quantity (PQ);
- (b) a provisional item;
- (c) if ordered;
- (d) as directed;
- (e) optional; or
- (f) a prime cost item,

by a reference to a similar term (other than provisional sum), the relevant sum(s) included in the *price schedule* shall in themselves not be payable, but if the *Superintendent* directs that item of work to be supplied or carried out, the *Contractor* shall be entitled to payment for the item as follows:

- (i) where there is a rate for the item in the *price schedule*, the *Contractor* shall be entitled to payment for the item at the rate provided in the *price schedule* for the measured quantity of the item so supplied or carried out; or
- (ii) where there is a lump sum for the item in the *price schedule*, the *Contractor* shall be entitled to payment of that lump sum.

Where a prime cost item is directed to be carried out by the *Superintendent*, the costs for labour, installation and for all other costs required to incorporate the goods into the *Works* shall be deemed to have been included in the *price schedule* generally, and the rate stated in the *price schedule* shall be taken to be for the supply only of the item.

A direction to carry out or supply such an item or the absence of a direction to carry out or supply such an item shall be deemed to be within the general scope of the *Contract*.

Confidentiality

The following documents are confidential, and must not be disclosed by the *Contractor* to any third party, other than as required by law, for the purpose of complying with the *Contractor's* obligations under the *Contract*, obtaining legal, accounting or other professional advice or complying with its internal corporate governance requirements:

- (a) T2425.30 - Don Riverbank - App C - PRICE SCHEDULE

The *Contractor* must, and must ensure that its employees, agents and approved subcontractors, keep confidential the above documents and any other information obtained in the course of performing the *Contract* which is, of its nature, confidential.

However, the *Contractor* may disclose any information:

- (a) which it is legally required or entitled to disclose; or
- (b) to its legal and accounting advisers for the purposes of obtaining advice in relation to the *Contract* or any matter arising from the *Contract*.

Removal of personnel

The *Superintendent* may direct the *Contractor* to have removed, within a stated time, from the *site* or from any activity of *WUC*, any person engaged on *WUC* who, in the *Superintendent's* opinion, is incompetent, negligent, guilty of misconduct or has engaged in any *improper conduct*. The *Contractor* must promptly arrange a replacement approved by the *Superintendent* (with such approval not to be unreasonably withheld or delayed) to assume the role of that person.

WORK HEALTH AND SAFETY

Definitions

In this clause 2.1:

- (a) the words “construction work”, “person with management and control”, ‘workplace’ and “notifiable incident” have the meanings assigned to them by the WHS Act and WHS Regulation;
- (b) “Regulator” means the State regulator;
- (c) “WHS” means work, health and safety.
- (d) “WHS Act” means the *Work Health and Safety Act 2011 (Qld)* as amended or replaced from time to time;’
- (d) “WHS Regulation” means the *Work Health and Safety Regulation 2011 (Qld)* as amended or replaced from time to time.

Relationship of obligations

The obligations in this Clause 0 are in addition to, and not in substitution for any other obligation of the *Contractor*:

- (a) under the WHS Act and WHS Regulation; or
- (b) elsewhere in this *Contract* or at law relating to WHS.

Nothing in this Clause 0 is intended to reduce or limit such other obligations and none of those other obligations shall be taken to reduce or limit the *Contractor’s* obligations under this Cause 0.

Principal’s Obligations

The *Principal* must:

- (a) as soon as reasonably possible, give the *Contractor* any information the *Principal* has in relation to hazards and risks at or in the vicinity of the *site* and any other workplace where any work is to be carried out;
- (b) provide the *Contractor* with copies of any construction drawings and specifications created for the *Principal* by its designer of any *WUC*; and
- (c) consult, cooperate and coordinate with the *Contractor* in relation to the safety in design register, any health or safety matters arising out of or in connection with *WUC* or the *Contract*.

Contractor’s Primary Obligations

The *Contractor* must comply with all *legislative requirements* (including the WHS Act and the WHS Regulation) and Codes of Practices relating to WHS that are in any way applicable to this *Contract*.

The *Contractor* must itself, and must ensure that its *personnel* engaged in performing *WUC*:

- (a) at all times identify and take all reasonably practicable steps to ensure health and safety of all persons who may be affected by *WUC*; and
- (b) discharge its duties and comply with all relevant duties, obligations, standards and requirements under the WHS Act and WHS Regulation which may be or become applicable in relation to or in connection with the *Contract* or *WUC* including any direction relating to WHS issued by the Regulator or any other Authority .
- (c) consult with and co-operate with the *Superintendent* in relation to matters of safety that the *Superintendent* considers the *Contractor* cannot resolve to the standard imposed by the WHS Act and the WHS Regulation and to cooperate and coordinate with the *Superintendent* to ensure any issues are resolved to that standard

The *Contractor* agrees, acknowledges and accepts that from the *date of acceptance of tender* until the earliest of:

- (a) 5pm on the *date of practical completion*;
- (b) 5pm on the date on which the *Contract* is terminated by either party to the *Contract*; or
- (c) the time at which the appointment is revoked in writing by the *Superintendent*,

and at all other times at which the *Contractor* carries out any *WUC* at the *site* in connection with the *Contract* (including for the duration of any defect rectification *work* required to be performed by the *Contractor*), the *Contractor* is, as between the parties:

- (i) appointed by the *Principal* to be, and is, the principal contractor as defined in the WHS Regulation;
- (ii) responsible for discharging its duties as a person conducting a business or undertaking and the additional duties of a principal contractor in accordance with the WHS Act and WHS Regulation;
- (iii) authorised and required to have management and control of the *site* and any other workplace at which *WUC* is carried out and to discharge the duties of the principal contractor under the WHS Regulation.

Incident Notification

The Contractor must promptly (and no more than 12 hours after the occurrence) notify the Principal and the Superintendent of any accident, injury, property or environmental damage, which occurs during the carrying out of WUC.

The Contractor is required to report any notifiable incidents to the Regulator within the specified time frame as per the WHS Act and Regulation.

All lost time incidents are to be immediately notified to the Principal and the Superintendent. The Contractor must within three (3) business days of any such incident provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future.

Indemnity

The Contractor shall indemnify and keep indemnified the *Principal* against any *claim* which may be brought against the *Principal* and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the *Principal* in connection with:

- (a) any breach of its obligations under this clause at the *site* or other workplace at which WUC is carried out;
- (b) the *Principal* being deemed under the WHS Regulation to be the person with management and control of the workplace, or the person with management and control of any fixtures, fittings and plant in relation to or in connection with the workplace.

Contractor's WHS systems and documentation

The Contractor warrants and represents that it has adequate WHS systems in place having regard to the nature of WUC and any hazards specific to the *site*.

The Contractor must prepare the WHS documentation that the Superintendent directs it to prepare pursuant to this clause within the time directed by the Superintendent and as a requirement of possession of the *site*.

The WHS documentation must address all the specific WHS hazards, issues relevant to WUC, and is to document the system and control methods to be implemented for the duration of the *Contract*.

The Superintendent shall review the WHS documentation. If the Superintendent notifies the Contractor that all or part of the WHS documentation is not suitable, the Contractor shall at its cost amend and resubmit the relevant WHS documentation.

The Superintendent may at any time request the Contractor review any of the WHS documentation. The Contractor shall promptly and within the time required by the Superintendent, review any or all of the WHS documentation in accordance with the Superintendent's request and either:

- (a) submit revised documentation to the Superintendent; or
- (b) provide written confirmation that the WHS documentation is appropriate to manage the risks associated with WUC.

The Contractor is not entitled to make any *claim* (whether for additional costs or expense, adjustment to the *contract sum* or extension to the *date for practical completion*) in connection with its obligations under this clause.

Microbiological Risks

The Contractor is advised that partially treated and untreated sewage contains micro-organisms such as bacteria, viruses and parasites that can exist in large numbers. These micro-organisms may be harmful to health.

The Contractor shall ensure that all microbiological risks are considered and appropriate control measures identified within the WHS Plan, general risk assessment for WUC and any specific task related Work Method Statements.

Site Specific Induction

Each person working on *site* is to receive a site-specific induction. Each visitor, visiting the *site* is to receive a site-specific induction or be accompanied by someone who has received a site-specific induction for that particular *site*.

Reporting

The *Contractor* must, upon request, make available to the *Superintendent* all project site accident data. Reports shall cover injuries and damage resulting from accidents or any incidents involving harm to a third party, particularly where legal action may be taken against them or the *Principal*.

The *Contractor* must provide a copy of every Statutory Notice received from an Authority in connection with *WUC* to the *Principal* within one (1) *business day* after the notice is received.

Safety Compliance

If during the performance of *WUC* the *Superintendent* informs the *Contractor* that it is of the opinion the *Contractor* is:

- (a) not conducting *WUC* in compliance with the WHS Act, the WHS Regulation, Codes of Practice or relevant policies and procedures; or
- (b) conducting *WUC* in such a way as to endanger the health and safety of the *Contractor's personnel*, the *Principal's personnel* or the general public,

the *Superintendent* may direct the *Contractor* to promptly remedy the breach of WHS or take any other action permitted by the *Contract*, including suspending the whole or part of *WUC* pursuant to clause 33 of the General Conditions of Contract until such time as the *Contractor* satisfies the *Superintendent* that the *work* can be resumed in a safe manner (QA procedures and forms for non-compliance would apply).

WHS Concerns

If the *Contractor* fails to rectify any concerns identified by the *Superintendent* for which *WUC* has been suspended, or if the *Superintendent* reasonably suspects that the *Contractor's* performance of *WUC* may be in breach of WHS Act or WHS Regulation, the *Principal* may notify the Regulator and request that an inspector of the Regulator visit the *site*, and take any other steps available under the *Contract* that the *Principal* reasonably considers necessary.

Contractor's Traffic Management

The *Contractor* when working in the road corridor shall be responsible for the safe and orderly passage of vehicular and pedestrian traffic through and around the *site* at all times from commencement of *work* at the *site* to 4pm on the *date of practical completion*.

For purposes of this clause, "the manual" shall be Main Roads Manual of Uniform Traffic Control Devices (current as at the *date of acceptance of tender*). The *Contractor* shall prepare, implement and maintain a traffic management plan ("Traffic Management Plan") for the project.

The *Contractor*, when requested by the *Superintendent*, must submit the Traffic Management Plan to the *Superintendent* within the time required by clause 0 of this General Specification.

The *Contractor* shall make all necessary amendments to its Traffic Management Plan as advised by the *Superintendent*.

Where applicable the *Contractor* shall provide for the continuous operation of normal traffic along roads and pedestrian and vehicular access to properties included in the *Contract* or intersected by access roads, paths or drains included in the *Contract*. The *Contractor* shall, where necessary, provide side-tracks, which shall be constructed, sign posted, lit and maintained.

The *Contractor* shall be responsible for any necessary approvals for the transport of any sand or earthworks materials to and from the *site*.

The *Contractor* shall not unnecessarily in its operations obstruct any side road, branch track, drain or watercourse and shall not break down any fences or gates without the prior notification to the *Superintendent*, but when such obstructions or breakages cannot be avoided shall remove such obstruction or repair such breakage as soon as possible.

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

Notwithstanding any action that the *Superintendent* may take in this regard, the *Contractor* shall be liable for damages arising out of any accident in connection with the carrying out of the *Contract*.

Heavy Vehicle National Law

Terms used in this clause which are defined in the *Heavy Vehicle National Law (Queensland)* ('the National Law') have the same meaning as in that law.

The *Contractor* must ensure that, so far as is reasonably practicable, the safety of the *Contractor's* transport activities. Without limiting this, the *Contractor* must, so far as is reasonably practicable:

- (a) eliminate public risks and, to the extent it is not reasonably practicable to eliminate public risks, minimise the public risks; and
- (b) ensure the party's conduct does not directly or indirectly cause or encourage:
 - (i) the driver of a heavy vehicle to contravene the National Law; or
 - (ii) the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
 - (iii) another person, including another party in the chain of responsibility, to contravene the National Law.

The *Contractor* must immediately notify the *Principal* if the *Contractor* considers that anything in this *Contract*, or any act or omission of the *Principal* or the *Superintendent* or their respective officers, employees, agents or representatives has or is likely to directly or indirectly cause or encourage the *Contractor* or any employee or subcontractor of the *Contractor*:

- (a) being the driver of a heavy vehicle to contravene the National Law; or
- (b) being the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
- (c) being another person, including another party in the chain of responsibility, to contravene the National Law.

Work Health and Safety Accreditation Scheme

The *Contractor* must maintain accreditation under the Australian Government Work Health and Safety Accreditation Scheme (the Scheme), established by the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) (BCIIP Act), while building work (as defined in section 6 of the BCIIP Act) is carried out.

The *Contractor* must comply with all conditions of the Scheme accreditation and the National Construction Code performance requirements in relation to building materials.

CONSTRUCTION GENERALLY

Standard of Work

The *Contractor* must comply with all *legislative requirements*, codes and industry guidelines applicable to *WUC*.

Where applicable, all *WUC* shall be carried out in accordance with the specification and drawings forming part of this *Contract*, the applicable Australian Standards and Codes, and the requirements of CMDG Development Manual.

A copy of the CMDG Regional Development Manual is available on CMDG website at <http://www.cmdg.com.au>. The *Contractor* shall be deemed to have read, understood and allowed for compliance with the relevant part or parts of the manual.

Responsibility

The *Contractor* is fully responsible for choosing the appropriate plant, equipment and work methods for the purpose and environment for which they are to be used.

The *Contractor* is fully responsible for carrying out *WUC* and ensuring acceptable work practices are used.

Dilapidation Survey of Existing Facilities and Services Review

The *Contractor* must, prior to the commencement of *WUC*, undertake a dilapidation survey ('Dilapidation Survey') including a photographic record clearly indicating the date and time of photos taken, of all areas identified as forming part of the *site* and the following areas:

- (a) T2425.30 - Don Riverbank - App D1 - DESIGN

The Dilapidation Survey shall be replicated prior to and as a requirement of *practical completion*. The purpose of this survey is to confirm the pre and post-construction condition of the *site*. The Dilapidation Survey shall be completed by the *Contractor* in the company of the *Superintendent's Representative*. The *Contractor* shall cause the least possible interference with existing amenities whether natural or man-made. The *Contractor* shall take all practical steps to minimise the amount of noise caused by carrying out *WUC*.

Asbestos Removal and Disposal (if applicable)

The removal, transportation and disposal of asbestos products must be undertaken in accordance with:

- (a) all *legislative requirements*, standards and codes of practice including "Safe Removal of Asbestos 2nd Edition or any later edition or applicable document; and
- (b) the *Contractor's* WHS Plan,

('Asbestos Removal Requirements').

Such *work* must be undertaken by a certified asbestos removalist.

The *Contractor* shall arrange for daily air monitoring and reporting during the asbestos removal process by an independent air monitoring consultant / hygienist.

At the completion of the asbestos removal process, the *Contractor* shall supply certification that all asbestos has been safely removed from the *site* and disposed of in accordance with the Asbestos Removal Requirements.

Connection of New Water Mains to Existing Mains (where applicable)

The *Principal* shall undertake all connections to the *Principal's* water infrastructure. The *Contractor* shall not carry out the connections unless the *Principal* gives special written approval in exceptional circumstances.

Connection of New Sewer Mains to Existing Mains (where applicable)

The *Contractor* shall undertake all connections to sewer infrastructure to the extent indicated in the Specification and Drawings.

The *Contractor* shall liaise with the *Principal* prior to any such *work* so arrangements can be made for any required flow control and shutdowns. The *Contractor* must give the *Superintendent* written notice of the date of any proposed shutdown at least 20 *business days* prior to the shutdown. The *Contractor* must give the *Superintendent* the *Contractor's* proposed methodology at least 10 *business days* prior to the shutdown. Any costs reasonably and necessarily incurred by the *Principal* arising out of or in connection with a failure by the *Contractor* to comply with these timeframes shall be certified by the *Superintendent* as a debt due and payable by the *Contractor* to the *Principal*.

Existing Materials and Conditions

The *Contractor* shall be deemed to have inspected the *site*, carried out all necessary investigations to ascertain the materials to be excavated and, if required, their suitability to be used in the construction activities. No extra payment shall be made for excavation, disposal of materials or replacement of materials irrespective of materials or conditions encountered.

Certificate of Practical Completion

Prior to the *Superintendent* issuing the *Contractor* with a *certificate of practical completion* the *Superintendent* or *Superintendent's Representative* may direct that the *Contractor* jointly conduct inspections and such tests as the *Superintendent* deems necessary to confirm that *the Works* have reached *practical completion*.

ENVIRONMENTAL PROTECTION

Environmental Management Plan

Within the time required by Clause 0 of this General Specification, the *Contractor* shall prepare and submit to the *Superintendent* for review an environmental management plan (“EMP”) to cover all work to be undertaken at the *site*. The EMP shall be the *Contractor*’s plan of management to ensure that all work undertaken by the *Contractor* (including all *subcontractors*) shall have minimal impact on the environment and shall be in accordance with all relevant Australian Standards and *legislative requirements*.

The EMP shall:

- (a) be a practical and achievable plan;
- (b) detail each environmental issue and impact which is to be addressed;
- (c) include all control measures which the *Contractor* shall undertake and any issues which the *Contractor* shall 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 the 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 by the *Contractor*; and
- (g) detail a system for registration and action of environmental complaints.

Should the *Contractor* wish to commence any *WUC* prior to acceptance of the complete EMP, sections of the EMP relevant to that *WUC* may be submitted at least 10 *business days* prior to the planned commencement of that *WUC*.

A hold point shall occur and no *WUC* shall proceed until written acceptance of the complete EMP or a section of the EMP relevant to a particular construction operation is received from the *Superintendent*.

The *Contractor* shall be solely responsible for the full and complete implementation of the EMP. 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 provision of the relevant *legislative requirements*.

Reporting

Any incidents involving non-conformances with the EMP and environmental permits shall be recorded on an appropriate form and signed by the *Contractor* for auditing purposes. The procedures in place shall be reported as required in the EMP.

Erosion and Sedimentation Control

As part of the Environmental Management Plan, an erosion and sedimentation control plan ('ESCP') shall be prepared by the *Contractor* to minimise the risk of harm to the environment.

The primary objective of the ESCP is to prevent or minimise harm by control of overland flows, minimisation of flow path lengths and the use of trapping devices to capture sediment. In the preparation of this plan the following general principles shall be applied:

- (a) preparation of designs within *site* constraints offered by existing drainage features;

Particular environmental control provisions that shall be implemented comprise installation of sediment fencing around sediment runoff features, i.e.: any temporary access roads and temporary stockpile areas.

The ESCP shall be prepared by the *Contractor* for the nominated plant, equipment and work methods. The *Contractor* shall be responsible for the installation, inspection, repair and maintenance of all environmental control provisions contained in the approved ESCP. Inspections of all environmental control provisions must be undertaken, as a minimum, on a weekly basis and immediately after any major rainfall events.

Protection of Fauna

The *Contractor* shall ensure that there is minimal disruption to any fauna in the vicinity of *the Works*. The *Contractor* shall ensure that personnel are trained during *site* induction procedures and aware of the potential for impacts on fauna, and the need to minimise these impacts.

In the event that activities are found to be adversely impacting on fauna excessively, the *Contractor* must implement ameliorative measures as directed by the *Superintendent*.

Protection of Terrestrial Flora

The *Contractor* must exercise due care in the vicinity of trees, other vegetation or existing features and make good any damage resulting from construction activities.

The *Contractor* shall note the existing plants and trees on areas abutting *the Works*, and shall avoid disturbing these areas.

Energy Use

The *Contractor* shall ensure that the use of energy for *WUC* is minimised by implementing the following strategies:

- (a) Undertaking regular maintenance of all machinery to ensure energy efficiency; and
- (b) Utilisation of minimum sized machinery to undertake tasks.

Waste Management

In this clause, ‘levyable waste disposal site’, ‘levyable waste’ and ‘waste levy’ have the meanings assigned to them in the *Waste Reduction and Recycling Act 2011* (Qld).

The *Waste Reduction and Recycling Act 2011* (Qld) provides for a levy payable by operators of levyable waste disposal sites and obligations on persons delivering waste. While the waste levy is payable by the operator of a levyable waste disposal site, operators may pass on the waste levy to persons who present levyable waste for disposal.

The *Contractor* must:

- a) ensure that all waste arising from *WUC* at the *site* is placed in appropriate containers and removed from the *site* to a legal waste disposal site in accordance with the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable *legislative requirements*;
- b) otherwise ensure that all waste arising from *WUC* is disposed of in accordance with the requirements of the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable *legislative requirements* relating to the disposal of waste; and
- c) pay all royalties, levies, fees, charges, costs, expenses, taxes or duties which may become payable by the *Contractor* in connection with the disposal of waste from arising from *WUC*, including (to the extent that the operator of a levyable waste disposal site passes it on to the *Contractor*), any waste levy.

The *Contractor* is deemed to have allowed in the *contract sum* for all royalties, levies, fees, charges, costs, expenses, taxes or duties referred to in clause 0c).

With or in each progress claim submitted by the *Contractor* under the *Contract*, the *Contractor* must provide a separate breakdown of the amount of any waste levy which the *Contractor* is aware has been passed on to, and paid by, the *Contractor* in connection with the disposal of levyable waste arising from *WUC*.

Biosecurity Management

In this clause:

- a) A **Biosecurity Risk** is the risk that exists when dealing with:
 - (i) any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or
 - (ii) something that could carry a pest, disease or contaminant (e.g. animals, plants, soil, equipment and water—known as ‘carriers’).
- b) a **Potential Biosecurity Risk** is a risk that does not currently occur at the *site* but which has the capacity to occur at the *site*. It may be present but not visible or may be introduced during *WUC*. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import or export of soils.
- c) a **Known Biosecurity Risk** is a risk that is currently recorded within the footprint or proximity of the *site* which is:
 - (i) identified within biosecurity plans or programs active for the area;
 - (ii) identified during *WUC*; or
 - (iii) otherwise identified by the *Principal*.

As part of the EMP the *Contractor* shall prepare a Biosecurity Risk management plan (**BRMP**) to ensure reasonable and practical steps are taken to address Biosecurity Risks and that the *Contractor* meets its general biosecurity obligation

(as that term is used in the *Biosecurity Act 2014* (Qld). The primary purpose of the BRMP is to address both Potential Biosecurity Risks and Known Biosecurity Risks

The *Contractor* shall ensure that all *personnel* are trained during *site* induction procedures to be aware of biosecurity risks. If at any time during *WUC* a breach of the *BRMP* or a significant Biosecurity Risk is identified, then the *Contractor* must immediately contact the *Superintendent* for *direction*.

The *Contractor* must, on request by the *Principal*, provide documentary evidence of its compliance with this clause.

General Obligations

In undertaking its obligations under this *Contract*, the *Contractor* must and must cause its employees, agents and subcontractors to:

- (a) comply with and undertake those obligations in accordance with:
 - (i) the Environmental Policy;
 - (ii) best practice environmental management as defined in Section 21 of the *Environmental Protection Act 1994* (Qld);
 - (iii) relevant authorities and permits (the *Principal* shall provide copies of relevant authorities and permits already obtained for this work where relevant); and
 - (iv) other relevant environmental legislation;
- (b) comply with:
 - (i) its general environmental duty under section 319 of the *Environmental Protection Act 1994*;
 - (ii) its duty to notify the *Principal* of environmental harm as defined in sections 14-17 of the *Environmental Protection Act 1994*;
 - (b) notify the *Principal*, via the procedure outlined below, as soon as reasonably practicable but no later than 2 hours of becoming aware of an incident that has or may cause environmental harm.

If an Environmental Incident Occurs During Business Hours (8.20am – 4.45pm)	If an Environmental Incident Occurs Outside Business Hours
<i>Contractor</i> shall take all reasonable and practicable measures to control the incident	<i>Contractor</i> shall take all reasonable and practicable measures to control the incident
<i>Contractor</i> shall contact the <i>Contract</i> Inspector or the <i>Superintendent</i> if the <i>Contract</i> Inspector is not available as soon as reasonably practical but no later than 2 hours following the detection of the incident.	<i>Contractor</i> shall contact the <i>Superintendent</i> or <i>Superintendent's</i> representative if the <i>Superintendent</i> is not available. If the contract impacts on existing services (for example a sewage pump station needs to be isolated) to stem the release of sewage the <i>Contractor</i> shall contact after-hours emergency on [TBC]. The <i>Principal</i> shall notify the regulator of the incident where required and may attend the incident.
Where available the following information shall be reported: <ol style="list-style-type: none"> a) Location of the incident and release point into the environment (including location of affected storm water drain and where that drain discharges to the environment); b) Time of the release; c) Time that the incident was detected; d) Release duration and estimated volume of release; e) Suspected cause of release; f) Details of the observed impact and any inspections/attendance at the <i>site</i>; 	Where available the following information shall be reported: <ol style="list-style-type: none"> a) Location of the incident and release point into the environment (including location of affected storm water drain and where that drain discharges to the environment); b) Time of the release; c) Time that the incident was detected; d) Release duration and estimated volume of release; e) Suspected cause of release; f) Details of the observed impact and any inspections/attendance at the <i>site</i>;

If an Environmental Incident Occurs During Business Hours (8.20am – 4.45pm)	If an Environmental Incident Occurs Outside Business Hours
g) Actions that have been taken to prevent any further release and mitigate any environmental impact. h) If the above information is not available at the time of notification it shall be made available as soon as reasonably practicable thereafter.	g) Actions that have been taken to prevent any further release and mitigate any environmental impact. h) If the above information is not available at the time of notification it shall be made available as soon as reasonably practicable thereafter.
The <i>Principal</i> shall notify the regulator, where required, of the incident and may attend the incident.	If the <i>Contractor</i> is unable to make contact with a council representative within 2 hours of becoming aware of the incident the <i>Contractor</i> shall report the incident (with the information stated above) to the Environmental Pollution Hotline on 1300 130 372 where required and shall continue to try to contact a representative of the <i>Principal</i> .
The <i>Contractor</i> may be required to attend an incident debrief facilitated by the <i>Principal</i> .	The <i>Contractor</i> may be required to attend an incident debrief facilitated by the <i>Principal</i> .

An incident may include, but is not limited to, the following:

- (a) Significant sediment loss following an unexpected rain event;
- (b) Sewage discharge to the environment; and
- (c) Chemical spill to the environment.

Environmental Management Plan

The *Contractor* shall ensure that a project environmental and cultural heritage risk assessment and a Construction Environmental Management Plan ('EMP') is submitted to the *Superintendent* within the time required by clause 0 of this General Specification.

In preparing the EMP, the environmental and cultural heritage risks associated with the project *site* shall be considered (and documented as a risk assessment). Risks may include, but not be limited to, the following issues:

- (a) *Work* being undertaken during the wet season;
- (b) Proximity to creeks and waterways;
- (c) Proximity to potential or actual acid sulphate soils;
- (d) The topography of the *site*, included the erosion risk;
- (e) Proximity to residential area;
- (f) Vegetation, weed or pest management;
- (g) Chemical storage and use and waste management;
- (h) Accessibility of the general public to the project *site*;
- (i) The high visual nature of the project *site*;
- (j) Cultural heritage risks; and
- (k) Noise and dust suppression.

The EMP shall be the *Contractor's* plan of management to ensure that all *work* undertaken by the *Contractor* (including all *subcontractors*) shall have minimal impact on the environment and shall be in accordance with all relevant Australian Standards and *legislative requirements*. The EMP shall include the required environmental incident notification procedures, including relevant names and contact numbers.

The EMP shall:

- (a) Include the project specific environmental and cultural heritage risk assessment;
- (b) Be a practical and achievable plan and include the *Contractor's* environmental policy and the objectives to be attained;
- (c) Include a description of the project and existing environment;
- (d) Detail each environmental impact which is to be addressed;
- (e) Include management measures to minimise the environmental risks;
- (f) Include all control measures which the *Contractor* will undertake and any issues which the *Contractor* will address during *WUC* (including any required pre or post activity);
- (g) Detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and the reporting process;

- (h) Provide a trigger for undertaking an action and, where possible, timing of each action;
- (i) Detail procedures for the monitoring (and review) of the EMP by the *Contractor*;
- (j) Detail a system for registration and action of environmental complaints;
- (k) Provide details of a *site* specific environmental induction (awareness training) including induction on any environmental conditions specifically relevant to the project;
- (l) Describe the process by which employees and *Contractors* will be inducted and list all employees/*Contractors* that have completed the environmental induction program arranged by the *Contractor*;
- (m) Include a cultural heritage finds procedure for any project involving excavation of soil;
- (n) Provide a listing of applicable environmental approvals and their conditions; and
- (o) Detail the process for dealing with incidents, including clean-up and mitigations.

Should the *Contractor* wish to commence any operation prior to acceptance of the complete EMP, sections of the EMP relevant to that operation may be submitted at least 10 *business days* prior to the planned commencement of that operation. A hold point shall occur and no *work* shall proceed until written acceptance of the complete EMP or a section of the EMP relevant to a particular operation is received from the *Superintendent*.

The *Contractor* shall be solely responsible for the full and complete implementation of the EMP. The *Contractor* shall pay all penalties, costs and expenses that may be incurred by the *Contractor* or the *Principal* in respect of offences committed or alleged to be committed under the provisions of relevant environmental or cultural heritage legislation.

Erosion Control

Where earthworks occur within a drainage or storm flow path, surface reinstatement shall include appropriate erosion control measures to protect *the Works* during storm events.

The *Contractor* must determine the extent of erosion control *work* required to protect the disturbed areas and the suitability of the selected erosion control methodology for the stormwater runoff that may be experienced from the catchment.

The *Contractor* shall do all *work* necessary to divert any water interfering with the progress of *WUC*, keep the excavations free from water while *WUC* is in progress, and prevent any damage to *the Works* by water due to floods or other causes. The *Contractor* shall provide, where considered necessary by the *Superintendent*, sediment traps on the discharge line of any pump to prevent the deposit of sediment in channels and stormwater drains.

Where water is diverted from the *site* it shall be confined to existing drainage paths and away from adjacent private property.

Dewatering Control

Where dewatering of groundwater or stormwater run-off is required, the *Contractor* shall ensure that discharge to a waterway or sensitive receiving environment complies with legislative requirements of the *Environmental Protection Act 1994* and the *Environmental Protection Regulation 2008*.

Vegetation/Tree Management

In undertaking its obligations under this *Contract*, the *Contractor* must comply and cause its *personnel* to undertake those obligations in accordance with the *Principal's* Vegetation Management Policies and comply with all requirements of relevant legislation including but not limited to:

- (a) AS4970 – 2009; Protection of trees on development *sites*
- (b) AS4373 – 2007 Pruning of amenity Trees

The preservation of established trees is of critical importance during *WUC*. The following procedures are required to be undertaken by the *Contractor*:

- (a) Construction procedure developed to achieve minimum trench construction widths adjacent to the root ball of any tree in order to minimise the extent of interference and damage to the tree roots;
- (b) Range of free and clear movement required for the proposed construction machinery to construct *the Works* is required to be established and hence the extent of interference involving pruning of limbs and roots required;
- (c) Pruning and treatment procedure for roots and limbs approved by a qualified horticulturist; and
- (d) Watering of trees to prevent/reduce stress as determined by a qualified horticulturist.

No clearing, trimming or pruning of tree limbs or roots is permitted without the *Superintendent* being notified and the qualified horticulturist being present.

Where the *Contractor* must remove trees in order to carry out *WUC* the *Contractor* shall supply and plant native trees. The native plant species to be provided shall be stipulated by the *Principal* and the supplied plant stock shall conform with CMDG operational works specification S8 Landscaping section S8.06. The planting and establishment of the trees shall be in accordance with CMDG operational works specification S8 Landscaping section 8.14.

Protection of Fauna

The *Contractor* shall ensure that there is minimal disruption to any fauna in the vicinity of *the Works*. The *Contractor* shall ensure that **personnel** are trained during *site* induction procedures and aware of the potential for impacts on fauna, and the need to minimise these impacts.

In the event that activities are found to be adversely impacting on fauna excessively, the *Contractor* must implement ameliorative measures as directed by the *Superintendent*.

Biosecurity Management

In this clause:

- d) A **Biosecurity Risk** is the risk that exists when dealing with:
- (iii) any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or
 - (iv) something that could carry a pest, disease or contaminant (e.g. animals, plants, soil, equipment and water—known as ‘carriers’).
- e) a **Potential Biosecurity Risk** is a risk that does not currently occur at the *site* but which has the capacity to occur at the *site*. It may be present but not visible or may be introduced during *WUC*. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import or export of soils.
- f) a **Known Biosecurity Risk** is a risk that is currently recorded within the footprint or proximity of the *site* which is:
- (i) identified within biosecurity plans or programs active for the area;
 - (ii) identified during *WUC*; or
 - (iii) otherwise identified by the *Principal*.

As part of the EMP the *Contractor* shall prepare a Biosecurity Risk management plan (**BRMP**) to ensure reasonable and practical steps are taken to address Biosecurity Risks and that the *Contractor* meets its general biosecurity obligation (as that term is used in the *Biosecurity Act 2014* (Qld)). The primary purpose of the BRMP is to address both Potential Biosecurity Risks and Known Biosecurity Risks

The *Contractor* shall ensure that all *personnel* are trained during *site* induction procedures to be aware of biosecurity risks. If at any time during *WUC* a breach of the *BRMP* or a significant Biosecurity Risk is identified, then the *Contractor* must immediately contact the *Superintendent* for *direction*.

The *Contractor* must, on request by the *Principal*, provide documentary evidence of its compliance with

Waste Management

In this clause, ‘levyable waste disposal site’, ‘levyable waste’ and ‘waste levy’ have the meanings assigned to them in the *Waste Reduction and Recycling Act 2011* (Qld).

The *Waste Reduction and Recycling Act 2011* (Qld) provides for a levy payable by operators of levyable waste disposal sites and obligations on persons delivering waste. While the waste levy is payable by the operator of a levyable waste disposal site, operators may pass on the waste levy to persons who present levyable waste for disposal.

The *Contractor* must:

- a) ensure that all waste arising from *WUC* at the *site* is placed in appropriate containers and removed from the *site* to a legal waste disposal site in accordance with the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable *legislative requirements*;
- b) otherwise ensure that all waste arising from *WUC* is disposed of in accordance with the requirements of the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable *legislative requirements* relating to the disposal of waste; and
- c) pay all royalties, levies, fees, charges, costs, expenses, taxes or duties which may become payable by the *Contractor* in connection with the disposal of waste from arising from *WUC*, including (to the extent that the operator of a levyable waste disposal site passes it on to the *Contractor*), any waste levy.

The *Contractor* is deemed to have allowed in the *contract sum* for all royalties, levies, fees, charges, costs, expenses, taxes or duties referred to in clause 0c). With or in each progress claim submitted by the *Contractor* under the *Contract*, the *Contractor* must provide a separate breakdown of the amount of any waste levy which the *Contractor* is aware has been passed on to, and paid by, the *Contractor* in connection with the disposal of levyable waste arising from *WUC*.

CULTURAL HERITAGE

Definitions

In this clause:

- (a) **Aboriginal cultural heritage** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
- (b) **Aboriginal Party** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
- (c) **Cultural Heritage** includes Aboriginal cultural heritage, Torres Strait Islander cultural heritage and Commonwealth cultural heritage;
- (d) **Commonwealth cultural heritage** means significant Aboriginal areas and objects under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);
- (e) **Torres Strait Islander cultural heritage** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld);
- (f) **Torres Strait Islander Party** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld);

General Obligations

Without limiting any other clause in the *Contract*, the *Contractor* must, and must ensure that its *personnel* in performing the *Contractor's* obligations under the *Contract*:

- (a) comply with its duty of care under section 23 of the *Aboriginal Cultural Heritage Act 2003* (Qld) and the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) requiring the *Contractor* to take all reasonable and practicable measures not to harm or damage Aboriginal cultural heritage and Torres Strait Islander cultural heritage;
- (b) act diligently to protect the Cultural Heritage of the *site*, the area surrounding the *site* and any other land used by the *Contractor* in connection with *WUC*;
- (c) comply with and discharge (and ensure that the *Contractor's personnel* comply with and discharge) all obligations imposed on the *Contractor* under any:
 - (i) law relating to the protection of Cultural Heritage which are applicable to *WUC*;
 - (ii) directions of the *Superintendent* in relation to the protection of Cultural Heritage; and
 - (iii) other standards, plans, requirements, codes, guidelines, policies, consents and permissions relating to the protection of the Cultural Heritage which are applicable to *WUC*, including:
 - A. the cultural heritage plan prepared under clause 0;
 - B. the *Principal's* Cultural Heritage management policies and plans;
 - C. any consent, permission or clearance provided by an Aboriginal Party or Torres Strait Islander Party; and
 - D. a Cultural Heritage Management Plan (if any) approved pursuant to the *Aboriginal Cultural Heritage Act 2003* (Qld) or the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) and applicable to *WUC*;
- (d) notify the *Superintendent* immediately of any communication with the *Contractor* by an Aboriginal Party or Torres Strait Islander Party (or a person claiming to be an Aboriginal Party or Torres Strait Islander Party) which may affect *WUC*.

The *Superintendent* may provide copies of relevant permits and approvals already obtained for this *work* including a copy of any cultural heritage risk assessment or Aboriginal or Torres Strait Island cultural heritage register search results where relevant.

If at any time during the course of *WUC* it is necessary to destroy, excavate, relocate or remove an object or item that may be of Aboriginal cultural heritage or Torres Strait Islander cultural heritage, then the *Contractor* is to immediately contact the *Superintendent* for direction.

The *Contractor* shall ensure that its *personnel*, including its *subcontractors' personnel* are trained during *site* induction procedures to be aware of Cultural Heritage issues. In the event that Cultural Heritage assets are encountered on the *site*, the *Contractor* shall cease all work in that area, notify the *Superintendent* and take appropriate actions as outlined in the Cultural Heritage Plan.

Cultural Heritage Plan

The *Contract* must prepare, provide to the *Superintendent* for review and comply with a cultural heritage plan for the work under the *Contract* that:

- (e) includes the results of a search of the Aboriginal Cultural Heritage Database and Register under the *Aboriginal Cultural Heritage Act 2003* (Qld) for the *site*;

- (f) describes the steps that the *Contractor* intends to take to meet its duty of care under the *Aboriginal Cultural Heritage Act 2003* (Qld) or *Torres Strait Islander Cultural Heritage Act 2003* (Qld) including the details of any communication with the Aboriginal Party or Torres Strait Islander Party about *WUC* and details of any proposed site inspections or monitoring of the *WUC*; and
- (g) identifies any responsibilities, procedures and processes for dealing with Cultural Heritage.

BUILDING CODE 2016

THE BUILDING CODE 2016 APPLIES TO CERTAIN FEDERALLY FUNDED PROJECTS. REFER TO THE AUSTRALIAN BUILDING AND CONSTRUCTION COMMISSION WEBSITE TO DETERMINE WHETHER THE BUILDING CODE 2016 APPLIES TO THIS PROJECT. [HTTPS://WWW.ABCC.GOV.AU/BUILDING-CODE](https://www.abcc.gov.au/building-code)

Compliance with the Code for Tendering and Performance of Building Work 2016 (Federal)

In these clauses:

ABCC	means the body referred to in subsection 29(2) of the Act.
ABC Commissioner	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.
Act	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .
Building Code 2016	means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at https://www.legislation.gov.au/Details/F2017C00125 .
Building Contractor	has the same meaning as in the Act.
Building Industry Participant	has the same meaning as in the Act.
Building Work	has the same meaning as in subsection 3(4) of the Building Code 2016.
Commonwealth Funded Building Work	means Building Work in items 1-8 of Schedule 1 of the Building Code 2016.
Enterprise Agreement	has the same meaning as in the <i>Fair Work Act 2009</i> (Cth).
Exclusion Sanction	has the same meaning as in subsection 3(3) of the Building Code 2016.
Related Entity	has the same meaning as in subsection 3(2) of the Building Code 2016.
Subcontractor	means a Building Contractor or Building Industry Participant who the <i>Contractor</i> has entered, or proposes to enter, into a subcontract with to undertake any <i>WUC</i>
Works	means Commonwealth Funded Building Work that is the subject of this <i>Contract</i> .

The *Contractor* declares as at the date of commencement of this *Contract* in relation to *the Works* that it and its subcontractors are not subject to an Exclusion Sanction.

The *Contractor*:

declares as at the date of commencement of this *Contract* in relation to *the Works*; and must ensure that during the term of this *Contract* in relation to *the Works*, that it and its Subcontractors comply with the Building Code 2016.

Compliance with the Building Code 2016 does not relieve the *Contractor* from responsibility to perform this *Contract*, or from liability for any defect in the *Works* arising from compliance with the Building Code 2016.

The *Contractor* must notify the ABCC of any breach or suspected breach of the Building Code 2016 as soon as practicable but no later than 2 *business days* after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.

The *Contractor* acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code 2016 and will ensure that it and its Subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and responding to requests for information concerning matters relating to the Building Code 2016 under subsection 7(c) of the Building Code.

The *Contractor* must only enter into a subcontract for any *WUC* where:

- (a) the Subcontractor is not covered by, and does not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code 2016;
- (b) the Subcontractor is not subject to an Exclusion Sanction or is excluded from undertaking work funded by a state or territory government unless approval to do so is provided by the ABC Commissioner.

The *Contractor* must ensure as far as is reasonably practicable that Subcontractors that are engaged by the *Contractor* in respect of *the Works* take remedial action to rectify non-compliant behaviour.

The *Contractor* must only enter into a subcontract for any *WUC* where:

- (c) the Subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code 2016 (located in Part 4 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website (www.abcc.gov.au)); and
- (d) the subcontract with the Subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code (located in Part 5 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website (www.abcc.gov.au)).

The *Contractor* must only use products in building work that comply with the relevant Australian standards published by, or on behalf of, Standards Australia

The *Contractor* must ensure that any agreement entered into in relation to *the Works* with a Subcontractor requires the Subcontractor to only use products in relation to *the Works* that comply with the relevant Australian standards published by, or on behalf of, Standards Australia.

QUEENSLAND CODE

THE QUEENSLAND CODE APPLIES TO CERTAIN STATE GOVERNMENT FUNDED PROJECTS. REFER TO THE OFFICE OF INDUSTRIAL RELATIONS WEBSITE TO DETERMINE WHETHER THE QUEENSLAND CODE APPLIES TO THIS PROJECT [HTTPS://WWW.OIR.QLD.GOV.AU/INDUSTRIAL-RELATIONS/BUILDING-AND-CONSTRUCTION-CODE-PRACTICE-2000](https://www.oir.qld.gov.au/industrial-relations/building-and-construction-code-practice-2000)

The Queensland Code

If applicable, in addition to the terms defined in this document, terms used in this clause 0 have the same meaning as is attributed to them in the Queensland Government's *Queensland Code of Practice for the Building and Construction Industry* (the Queensland Code).

Primary Obligation

The *Contractor* shall comply with, and meet any obligations imposed by, the Queensland Code.

The *Contractor* shall notify the Australian Building and Construction Commission (or nominee) and the *Principal* of any alleged breaches of the Queensland Code and of voluntary remedial action taken within 24 hours of becoming aware of the alleged breach.

Where the *Contractor* is authorised to engage a subcontractor and it does so, the *Contractor* shall ensure that any secondary contract imposes on the subcontractor equivalent obligations to those in this clause 0, including that the subcontractor shall comply with, and meet any obligations imposed by, the Queensland Code.

The *Contractor* shall not appoint or engage another party in relation to *WUC* where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code.

Access and Information

The *Contractor* shall maintain adequate records of compliance with the Queensland Code by it, its subcontractors and related entities.

The *Contractor* shall allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of the ABCC) to:

- (a) enter and have access to sites and premises controlled by the *Contractor*, including any *site* at which *WUC* is being carried out;
- (b) inspect any work, material, machinery, appliance, article or facility;
- (c) access information and documents;
- (d) inspect and copy any record relevant to *WUC*;
- (e) have access to personnel; and
- (f) interview any person.

As is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code by the *Contractor*, its subcontractors and related entities.

The *Contractor*, and its related entities, shall agree to, and comply with, a request from Queensland Government authorised personnel (including personnel of the ABCC) for the production of specified documents by a certain date, whether in person, by post or electronic means.

Sanctions

The *Contractor* warrants that at the time of entering into this *Contract*, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code that would have precluded it from tendering for work to which the Queensland Code applies.

If the *Contractor* does not comply with, or fails to meet any obligation imposed by, the Queensland Code, a sanction may be imposed against it in connection with the Queensland Code.

Where a sanction is imposed:

- (a) it is without prejudice to any rights that would otherwise accrue to the parties;
- (b) the State of Queensland (through its agencies, Ministers and the ABCC) is entitled to:
 - (i) record and disclose details of non-compliance with the Queensland Code and the sanction; and
 - (ii) take them into account in the evaluation of future expressions of interest or tender responses that may be lodged by the *Contractor*, or its related entities, in respect of work to which the Queensland Code applies.

Compliance

The cost of ensuring the *Contractor's* compliance with the Queensland Code shall be borne by the *Contractor*. The *Contractor* is not entitled to make a claim for reimbursement or an extension of time from the *Principal* or the State of Queensland for such costs.

Compliance with the Queensland Code does not relieve the *Contractor* from responsibility to perform *WUC* and any other obligation under the *Contract*, or from liability for any defect in *the Works* or from any other legal liability, whether or not arising from its compliance with the Queensland Code.

Where a change in the *Contract* or *WUC* is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code, the *Contractor* shall immediately notify the *Principal* (or nominee) of the change, or likely change and specify:

- (a) the circumstances of the proposed change;
 - (b) the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change; and
 - (c) what steps the *Contractor* proposes to take to mitigate any adverse impact of the change,
- and the *Principal* will direct the *Contractor* as to the course it must adopt within 5 *business days* of receiving notice.

COMPLETION

End of Job Report

As a requirement of *practical completion*, the *Contractor* shall provide one (1) bound and one (1) PDF copies of an end of job report which shall contain the following as a minimum:

- (a) Material Test Results;
- (b) Bitumen Spray Sheets;
- (c) Concrete Dockets;
- (d) Gravel and Spoil Dockets;
- (e) Construction Test Results;
- (f) Construction Photos;
- (g) Assets Sheets; and
- (h) As construction drawings

As Constructed Documents

No later than two weeks before the *date for practical completion*, and as a requirement of *practical completion*, the *Contractor* shall furnish to the *Superintendent* for acceptance/approval, two advanced 'draft' copies of the following documents:

- (a) As Constructed Drawings of *the Works*;
- (b) Asset sheets (verified scope of works as completed by the *Contractor*, highlighting any changes to scope if required).

The As Constructed Drawings must clearly detail the finished line, level, arrangements, layouts and the like of all of the constructed *Works*, including the pickup of any existing in-ground services encountered in the execution of *WUC*.

The As Constructed Drawings must be prepared utilising the latest issued version of the construction drawings and must be in AutoCAD 2010 format, or an alternative software package/format approved by the *Superintendent*, and must be in both digital file format (one (1) copy) and full size hard copy (two (2) copies).

The As Constructed Drawings must be duly titled as such, and must be dated and signed by the *Contractor*.

APPENDIX B – Locality Map

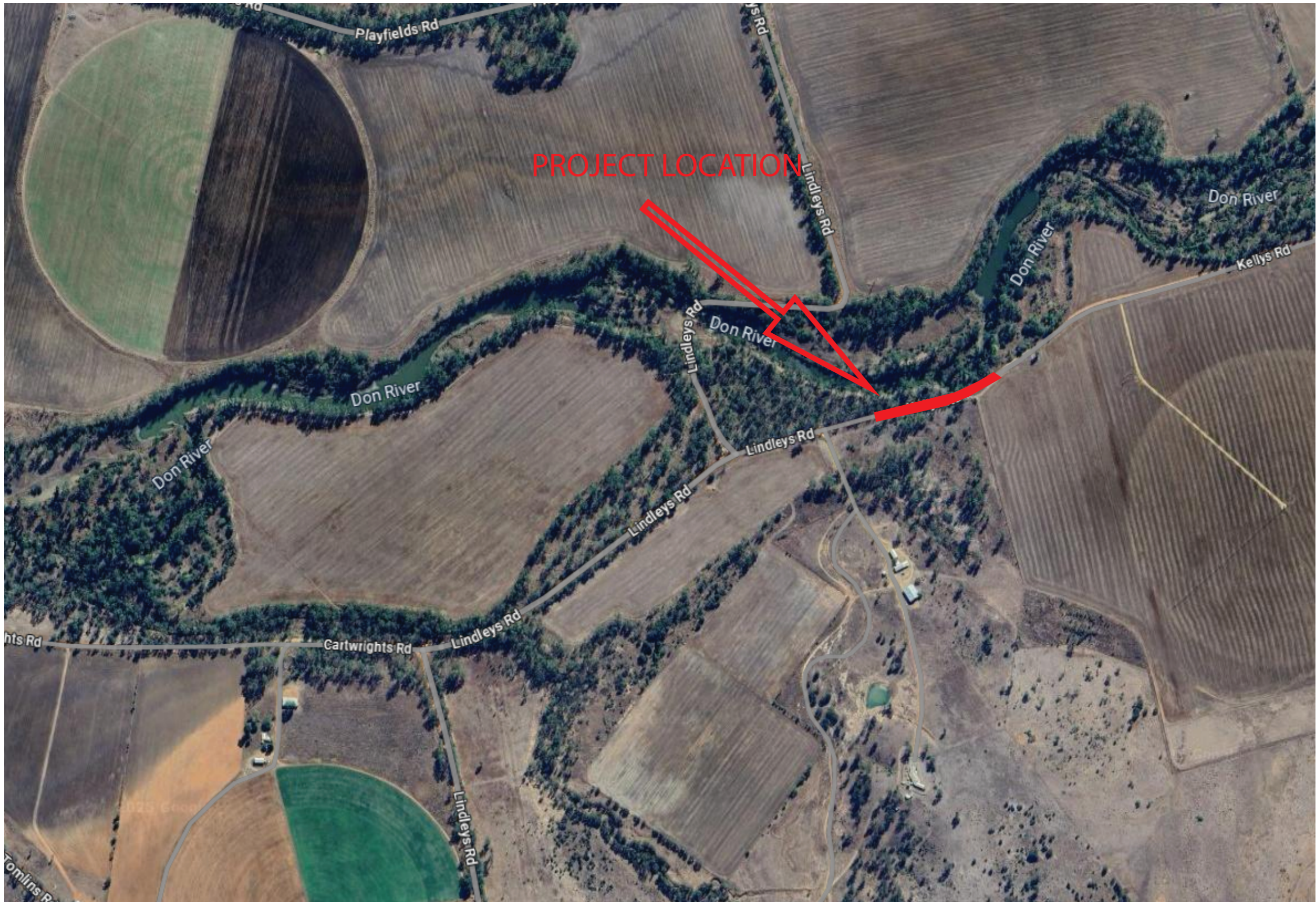
File attached as “T2425.30 - Don Riverbank - App B - SITE”

APPENDIX C - Pricing Schedule

File attached as "T2425.30 - Don Riverbank - App C - PRICE SCHEDULE".

APPENDIX E - Technical Specification

Refer file attached "T2425.30 - Don Riverbank - App E - TECHNICAL SPECIFICATION".



Banana Shire | KELLYS ROAD - DON RIVER STABILISATION - LOCATION MAP



Treatment Guide 2020–21



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Foreword

Prepared by the Queensland Reconstruction Authority (QRA), this *QRA Treatment Guide* provides a common set of treatments for the scoping of road reconstruction works following damage by natural disasters.

The treatment list represents the most commonly used treatments across the state. Detail of each treatment is provided to enable consistency of language and a common understanding of treatment inclusions/exclusions. A consistent treatment set also provides for consistency in the methodology for benchmarking local rates.

The guide will be reviewed from time to time to ensure emerging or common treatments are documented.

Treatment list

Category	Reference	Treatment	Unit
Unsealed pavements	USP_LFG	Light formation grading	m
	USP_MFG	Medium formation grading	m
	USP_HFG	Heavy formation grading	m
	USP_HFG50	Heavy formation grading incorporating 50mm of imported material	m ³
	USP_HFG75	Heavy formation grading incorporating 75mm of imported material	m ³
	USP_GR	Gravel resheeting (excludes supply of material)	m ³
	USP_GR100	Gravel resheeting 100mm	m ³
	USP_GR150	Gravel resheeting 150mm	m ³
	USP_GMS	Gravel/material supply	m ³
	USP_RSTD	Reshape table drain (1 side)	m
Sealed pavement repairs	SPR_STB	In-situ stabilisation - including 50mm corrector. Excludes seal	m ²
	SPR_GO	Granular overlay - overlay with imported material (≥150mm). Excludes seal	m ²
	SPR_FBS	Foamed bitumen stabilisation - including 50mm corrector. Excludes seal	m ²
	SPR_RR	Reconstruct unbound granular pavement. Excludes seal	m ²
	SPR_RB	Reconstruct unbound granular base Excludes seal	m ²
	SPR_PRL	Pavement repair - patch unbound pavement failure (≥20m ²). Includes 2 coat bitumen seal	m ²
	SPR_POT	Pothole repair ≤1m ²	each
	SPR_SCR	Crack repair	m
	SPR_PER	Edge repair	m
	SPR_USF	Reconstruct unsealed shoulder - repair isolated shoulder failure	m ²
	SPR_HSG	Heavy shoulder grading - incorporating 50mm of imported material	m
	SPR_RSAC	Asphalt surfacing, ≤50mm thickness	m ²
	SPR_RSSR	Bitumen spray seal, 2-coat	m ²
Clearing and earthworks	EXC_HVC	Clear mixed debris and remove from site	m ³
	EXC_RSOS	Bulk excavate surplus material and remove from site	m ³
	EXC_RSS	Bulk excavate surplus material to spoil	m ³
	BKF_IMP	Bulk fill - imported	m ³
	BKF_LOC	Bulk fill - local	m ³
Concrete works	CON_KER	Reconstruct concrete kerb	m
	CON_RCN	Reconstruct reinforced concrete	m ³
	CON_RFC	Repair with flowable concrete	m ³

Treatment list (cont)

Category	Reference	Treatment	Unit
Drainage structures	CUL_RP	Repair drainage structure - excavate, repair and reinstate	m
	CUL_SIL	Desilt drainage structure - removal of silt and debris	m ³
	CUL_RBC<600	Replace RCBC, nominal span ≤600mm.	m
	CUL_RBC<900	Replace RCBC, nominal span ≤900mm.	m
	CUL_RBC<1200	Replace RCBC, nominal span ≤1200mm.	m
	CUL_RBC>1200	Replace RCBC, nominal span >1200mm.	m
	CUL_RCP<375	Replace concrete pipe ≤375mm dia.	m
	CUL_RCP<600	Replace concrete pipe ≤600mm dia.	m
	CUL_RCP<900	Replace concrete pipe ≤900mm dia.	m
	CUL_RCP<1200	Replace concrete pipe ≤1200mm dia.	m
	CUL_RCP>1200	Replace concrete pipe >1200mm dia.	m
	CUL_RHW<375	Replace head/end wall ≤375mm pipe or RCBC	unit
	CUL_RHW<600	Replace head/end wall ≤600mm pipe or RCBC	unit
	CUL_RHW<900	Replace head/end wall ≤900mm pipe or RCBC	unit
	CUL_RHW<1200	Replace head/end wall ≤1200mm pipe or RCBC	unit
	CUL_RHW>1200	Replace head/end wall >1200mm pipe or RCBC	unit
Protection works	RK_RKP	Rock protection	m ³
	RK_STP	Repair stone pitching	m ²
	RK_MAT	Construct rock mattress	m ³
Road furniture and delineation	RFD_RGET	Replace guardrail end treatment	each
	RFD_RG	Replace guardrail	m
	RFD_RP	Replace guide posts or markers	each
	RFD_RRS	Repair road signage	each
	RFD_RSF	Replace sign face only - standard road sign	each
	RFD_RCS	Replace sign (complete) - standard road sign, includes post	each
	RFD_RLN	Reinstate line marking	m
Other	OTHER	Other - including structures, retaining items	lump sum

Unsealed roads overview

Treatment selection for the restoration of unsealed roads should be commensurate with the classification of the asset and its maintained condition prior to the disaster. Unsealed road assets are generally classified as either unformed, formed or gravelled.

Unformed road

An unformed road is a road that has no constructed or maintained formation, or surface drainage.

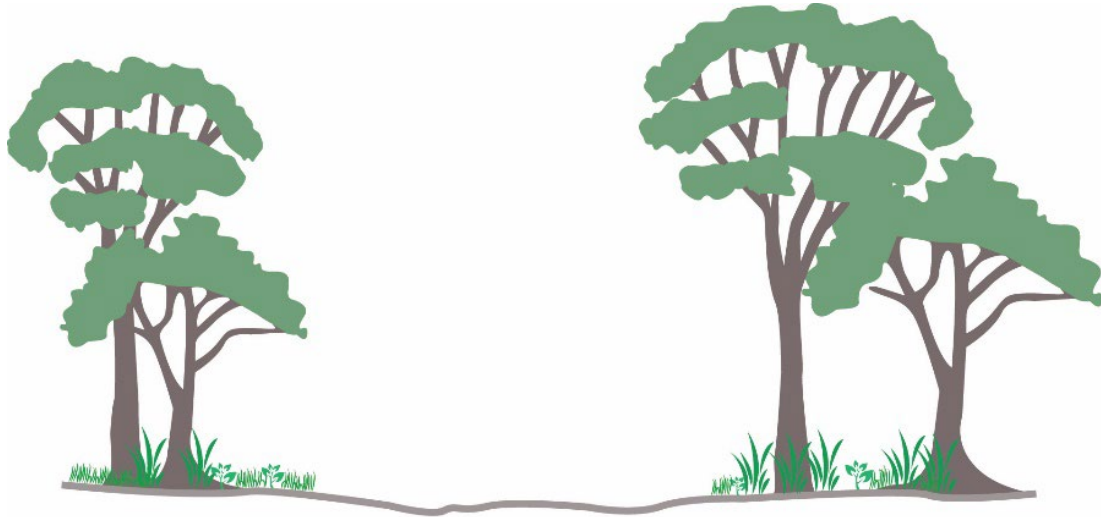


Figure 1 - Unformed road

Unformed roads may have had vegetation intentionally cleared, or may simply be the result of vehicles travelling the same path over a period of time.

Unless the asset owner is able to demonstrate an appropriate level of maintenance has occurred (bulk-fill or clearing), works to unformed assets are generally ineligible. The treatments applicable to a maintained unformed road are bulk fill of scours using local material (BKF_LOC), clearing of mixed debris (EXC_HVC) and bulk excavation to spoil (EXC_RSS).

Formed road

A formed road is a road that has a constructed formation and, in most cases, table drains. A formed road is often constructed through grading of materials from the road reserve onto the road, resulting in the creation of table drains and a shaped formation.

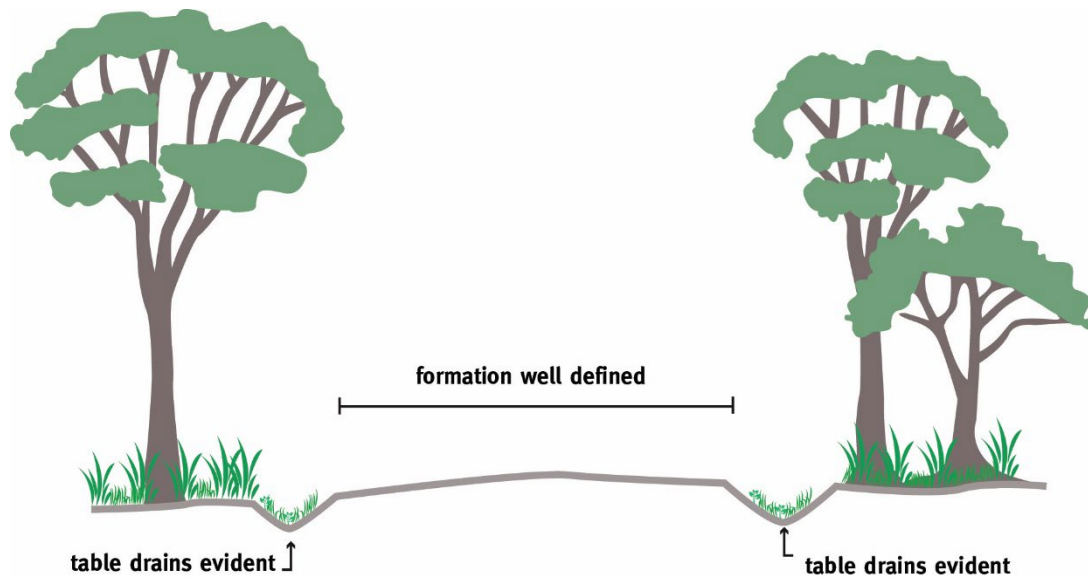


Figure 2 - Formed road

As no gravel is generally imported for this road classification, the import of gravel is generally not eligible. Where scouring or loss of material has occurred, bulk fill using local material (BKF_LOC) from within the road corridor should be used.

Where sufficient material remains on the road, but loss of shape has occurred, the treatment should be limited to a **Medium formation grading (USP_MFG)**.

Where rutting and loss of shape is extensive, **Heavy formation grading (USP_HFG)** may be considered. The displaced formation material should be recovered from the table drains or within the road corridor.

Gravel road

A gravel road is a road that has had a layer of gravel imported, compacted and maintained atop the formation. Gravel may vary from a material won from borrow pits, nearby ridges or quarries.

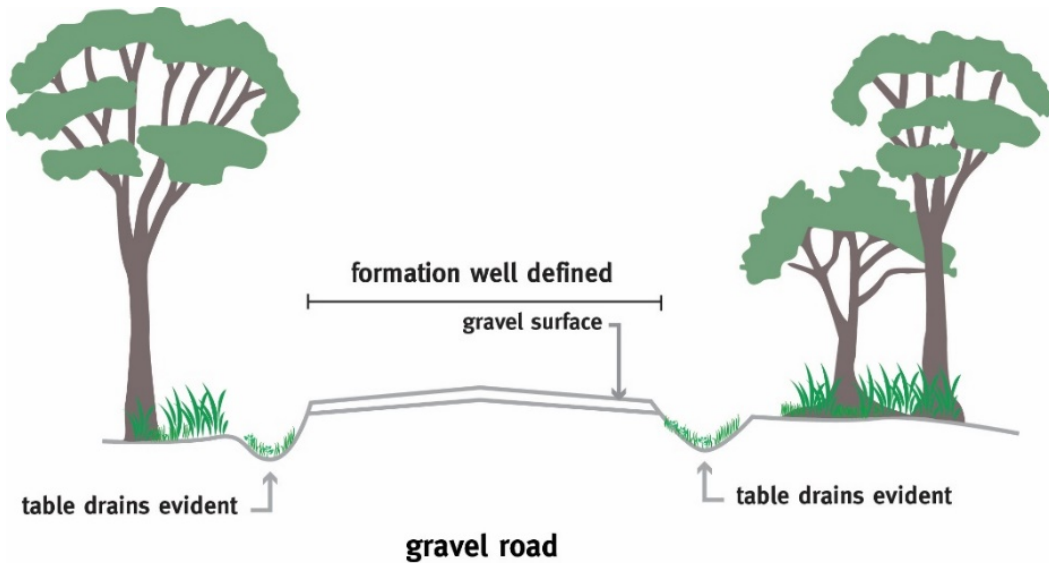


Figure 3 – Gravel road

Where rutting, loss of shape and gravel displacement has resulted, a **Medium formation grading (USP_MFG)** should be nominated. Where displaced gravel is suitable and recoverable from drainage lines, it should be used as a component of the Medium formation grading.

Where the displaced gravel is non-recoverable/heavily contaminated and extensive damage to the roadway has resulted, import of material will likely be required. Considerations of the use of Heavy Formation Grade and Gravel resheet treatments is provided below:

- Where gravel remains on the roadway (i.e. ≥ 25 mm thickness), but gravel displacement and loss of shape is evident, a **Heavy formation grading (USP_HFG) + Gravel/material supply (USP_GMS)** should be nominated. The gravel supply volume should be commensurate with the volume of material lost as a result of the event. A minimum gravel thickness of 75mm (inclusive of gravel remaining on roadway) is generally required for constructability purposes
 - to achieve this, where ≥ 25 mm thickness remains on the roadway, a **Heavy formation grading incorporating 50mm of imported material (USP_HFG50)** should be nominated
 - where loss of gravel as a result of the event exceeded 50mm, a Heavy formation grading incorporating 75mm of imported material (**USP_HFG75**) may be nominated
 - where loss of gravel as a result of the event exceeded 75mm, a Gravel Re-sheet should be nominated
- Where loss of both shape and gravel is evident, and no useable gravel remains on the roadway (i.e. < 25 mm depth), a **100mm Gravel resheet (USP_GR100)** should be nominated. A **150mm Gravel resheet (USP_GR150)** may be nominated only where supported by asset registers and maintenance records. Imported material should be consistent with material in-place pre-disaster or material currently utilised by the asset owner in maintaining the asset.
- Where loss of shape has occurred, but no loss of gravel is evident as a result of the event, a **Heavy formation grading (USP_HFG)** should be nominated. As gravel loss is not evident, Gravel/material supply is not eligible.
- Where road subgrade is exposed, loss of shape is general only (wear and tear), and no loss of gravel is evident as a result of the event, works would be considered ineligible.

Unsealed road treatments

All grading and resheet treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- clean up of site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Reference	Treatment	Unit
USP_LFG	Light formation grading	m
USP_MFG	Medium formation grading	m
USP_HFG	Heavy formation grading	m
USP_HFG50	Heavy formation grading incorporating 50mm of imported material	m ³
USP_HFG75	Heavy formation grading incorporating 75mm of imported material	m ³
USP_GR	Gravel resheeting (excludes supply of material)	m ³
USP_GR100	Gravel resheeting 100mm	m ³
USP_GR150	Gravel resheeting 150mm	m ³
USP_GMS	Gravel/material supply	m ³
USP_RSTD	Reshape table drain (1 side)	m

Light formation grading

For gravel roads damage as a result of an activated event, a **Light formation grading** is often undertaken during the emergency works period to restore rideability prior to restoration works. Where the road is formed only (not gravelled), and loss of shape and material is minor only, a **Light formation grading** may be appropriate for restoration works to restore shape.

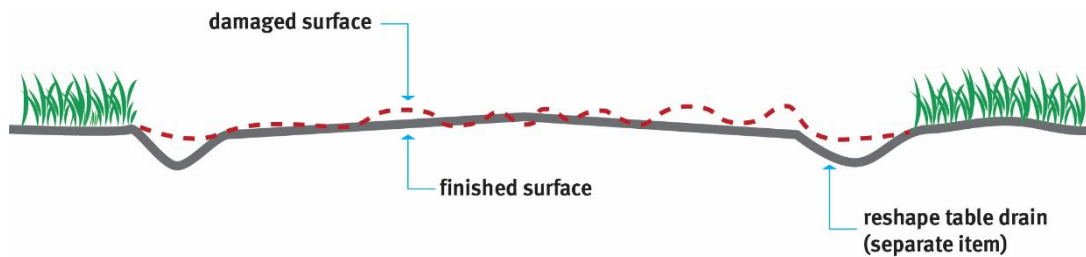


Figure 4 – Light formation grading

Treatment: **USP_LFG**

Unit of measurement: m

Summary: Light trimming by grader of unsealed road surface to restore rideability

Description: Light trimming by grader of the existing roadway to fill holes and other depressions.

Exclusions: Scarifying, compaction, import of water or material, table drain works (separate item)

Indicative plant: Grader

Medium formation grading

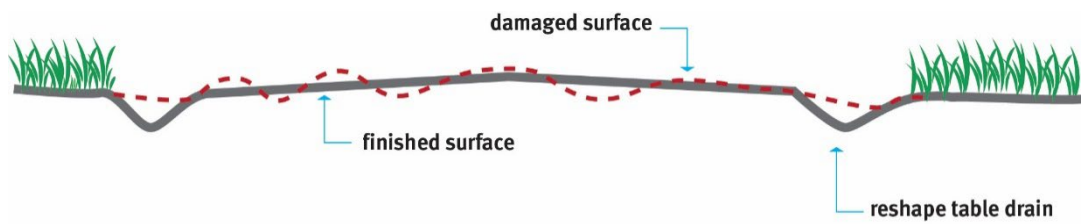


Figure 5 – Medium formation grading

Treatment: **USP_MFG**

Unit of measurement: m

Summary: Grading of unsealed roadway to reinstate the pre-disaster profile.

Description: Grading to restore the road surface to pre-disaster profile and condition. Includes roughening of up to 50mm of roadway top (by grader), clearing and grubbing to remove light vegetation and grass, recovery of suitable material from table drains (by grader), incorporation of water and compaction.

Exclusions: No import of material

Indicative plant: Grader, water truck, rollers

Heavy formation grading

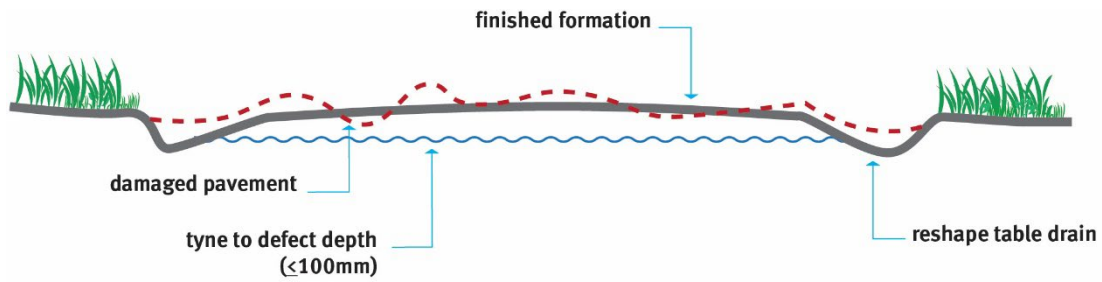


Figure 6 – Heavy formation grading

Treatment: **USP_HFG**

USP_HFG50

USP_HFG75

Unit of measurement: m

Summary: Reinstatement of formation and profile.

Description: Clearing and grubbing and recovery of suitable material from table drains (by grader), tyne $\leq 100\text{mm}$ depth (150mm if supported by depth of rutting), incorporation of additional gravel/material (excluding USP_HFG), trimming, and compaction.

Exclusions: USP_HFG (only) – No gravel/material supply

Indicative plant: Grader, water truck, roller, front end loader and truck (for disposal of unsuitable)

Gravel/material supply

Treatment: **USP_GMS**

Unit of measurement: m³

Summary: Supply of gravel/material to the work site.

Description: Supply of gravel/material to the work site for inclusion with material reclaimed through grading operations. Top up gravel/material only.

Imported gravel/material should be consistent with material in-place pre-disaster or material which the asset owner currently uses for maintenance in the area.

Exclusions: Excludes all operations for placement, trimming and rolling

Indicative plant: Gravel truck, front end loader/excavator

Gravel resheeting

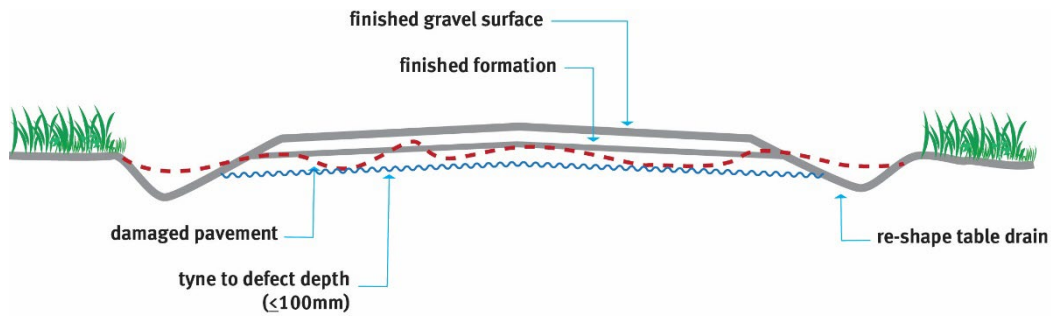


Figure 7 – Gravel resheeting

Treatment: **USP_GR**

USP_GR100

USP_GR150

Unit of measurement: m³

Summary: Addition of imported gravel/material to the roadway to reinstate the running surface and correct profile.

Description: Preparation of the formation through Heavy Formation Grading.

Supply and spreading of imported gravel/material.

Imported material should be consistent with material in-place pre-disaster or material which the asset owner currently uses for maintenance in the area.

Exclusions: Additional material required for incorporation in **the Heavy Formation Grading** (prior to resheet) is not included. Any additional volume should be included as **Gravel/material supply or Bulk Fill**

USP_GR (only) relates to the work operations of resheeting and excludes import of gravel/material. **USP_GR** should be used in conjunction with **USP_GMS** (Gravel/material supply) where works are being undertaken by Council day labour (**USP_GR** item estimate based on benchmark rate) and a commercial supply for material is required (**USP_GMS** rate based on market pricing)

Indicative plant: Grader, truck, water truck, roller, front end loader and truck (for disposal of unsuitable)

Reshape table drain

Consequential re-shaping of existing table drains/vee drains, through recovery of displaced material, will occur when carrying out **Medium Formation Grade**, **Heavy Formation Grading** or **Gravel Resheet** operations. In these instances, no separate item is required for the inclusion of re-shaping existing table drains.

In the absence of, or where not included in the adjacent pavement work item, a separate treatment item, and evidence of event related damage demonstrating silting, scour or blockage of the table drains is required for inclusion.

Treatment:	USP_RSTD
Unit of measurement:	m
Summary:	Cleaning and reshaping of existing surface drains adjacent the road formation (allowance for one drain only)
Description:	Reshaping of existing table drains by grader.
Exclusions:	No scarify, no import of material, no addition of water, no compaction
Indicative plant:	Grader, front end loader and job truck (for disposal of unsuitable)

Where minor scours or minor deposits of silt exist along a drainage line, repair should be achieved through reshaping of the table drain.

Where drainage lines are filled with large deposits of silt, **Bulk Excavate (EXC_RSOS or EXC_RSS)** should be nominated to allow for removal of the material.

Where major scours exist along a drainage line, **Bulk Fill (BKF_IMP or BKF_LOC)** should be nominated to allow for filling of the scours.

Sealed pavement repairs

All sealed pavement repair treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Treatment selection for the restoration of sealed pavements should be appropriate to the road type, functionality, pre-disaster condition and Value for Money outcomes with reference to site specific constraints.

Reference	Treatment	Unit
SPR_STB	In-situ stabilisation - including 50mm corrector. Excludes seal	m ²
SPR_GO	Granular overlay - overlay with imported material (≤150mm). Excludes seal	m ²
SPR_FBS	Foamed bitumen stabilisation - including 50mm corrector. Excludes seal	m ²
SPR_RR	Reconstruct unbound granular pavement. Excludes seal	m ²
SPR_RB	Reconstruct unbound granular base Excludes seal	m ²
SPR_PRL	Pavement repair - patch unbound pavement failure (≤20m ²). Includes 2 coat bitumen seal	m ²
SPR_POT	Pothole repair ≤1m ²	each
SPR_PER	Edge repair	m
SPR_SCR	Crack repair	m
SPR_USF	Reconstruct unsealed shoulder - repair isolated shoulder failure	m ²
SPR_HSG	Heavy shoulder grading - incorporating 50mm of imported material	m
SPR_RSAC	Asphalt surfacing, ≤50mm thickness	m ²
SPR_RSSR	Bitumen spray seal, 2-coat	m ²

Localised damage

Pothole repair

Where a small pavement failure in the form of a pothole emerges (generally under a wheel path), a **Pothole repair** may be considered appropriate.

Treatment:	SPR_POT
Unit of measurement:	each
Summary:	Repair of localised damage with asphalt or premix
Description:	Removal of water and debris, cut back to sound pavement and squaring of sides. Fill with asphalt-mix and compact to match adjacent road surface.
Exclusions:	Line-marking
Indicative plant:	Work truck, pneumatic hammer, cutting saw, blower, plate compacter

Where multiple potholes appear in close proximity, a **Pavement Repair** may be better suited.

Pavement repair

Where a road is damaged in isolated areas, a **Pavement Repair** is considered the most appropriate treatment.

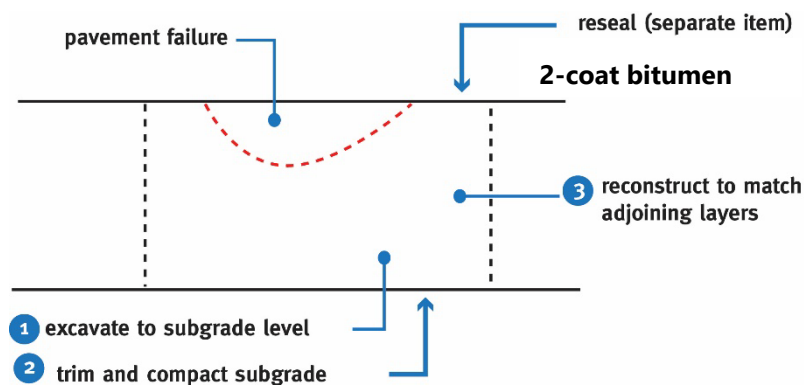


Figure 8 – Pavement repair

Treatment:	SPR_PRL
Unit of measurement:	m ²
Summary:	Removal and reconstruction of isolated pavement failures
Description:	Removal of failed pavement material, reasonable allowance for replacement of unsuitable, compaction of subgrade, import and placement of unbound granular material in layers to match adjoining. 2-coat bitumen seal.
Exclusions:	nil
Indicative plant:	Excavator, truck, grader, water truck, rollers

Edge repair

Where damage to the edge of seal and/or pavement has occurred due to trafficking in saturated conditions or excessive volumes or velocities of water, **Edge repair (SPR_PER)** should be nominated.

Treatment:	SPR_PER
Unit of measurement:	m
Summary:	Repair of pavement edge failures
Description:	Supply and application of tack coat; and supply, application and compaction of asphalt or premix.
Exclusions:	linemarking
Indicative plant:	Roller or manual compaction, truck, flowcon (where required)

Crack repair

Where damage to the road seal has developed as a result of shrink/swell of the underlying material during saturation/inundation, **Crack repair (SPR_SCR)** should be nominated.

Treatment:	SPR_SCR
Unit of measurement:	m
Summary:	Repair of pavement seal cracking
Description:	Clean out (blow) of loose material, partial filling, application of crack seal to manufacturers specifications, application of cover material.
Exclusions:	linemarking
Indicative plant:	Hand tools and minor compaction equipment

Continuous damage

Where continual or long lengths of damage has occurred across the width of the road, a full-width treatment is likely to be required. Selection of an appropriate full-width treatment requires consideration of the pavement failure mechanism, the usefulness of the in-situ pavement, the surrounding environment and any constructability issues (e.g. plant or material availability).

Where limited damage to the underlying subgrade has occurred, but loss of shape is extensive, excavation of existing pavement material may pose significant risk. Risks include subgrade disturbance and subsequent need for treatment or replacement, or interference with drainage or utilities. In such circumstances, **in-situ stabilisation (SLP_STB)** or reworking of the existing pavement (tyne, shape and compact – select **USP_HFG**) may be suitable. Where additional pavement strength is required, and where still able to represent a value for money option compared to the use of pavement reconstruction, a **Granular Overlay (SPR_GO)** may also be considered.

In-situ stabilisation

Where limited damage to the underlying subgrade has occurred, but loss of shape is extensive, **In-situ stabilisation** may be appropriate. **In-situ Stabilisation** using cement, fly ash or hydrated lime or **Foamed bitumen stabilisation** allow repair of damaged pavement without exposing the subgrade.

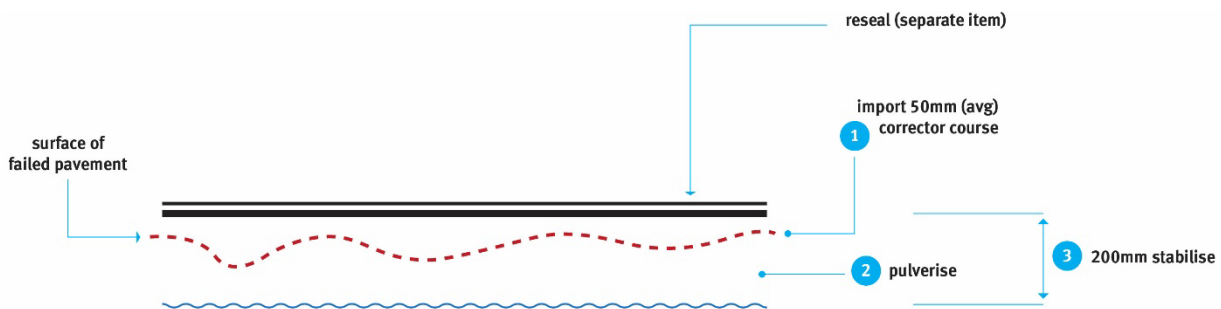


Figure 9 – In-situ stabilisation

Treatment: **SPR_STB** (in-situ stabilisation), **SPR_FBS** (Foamed bitumen stabilisation)

Unit of measurement: m²

Summary: In-situ stabilisation of base course material

Description: Removal of material not suitable for stabilisation, import and spreading of unbound granular material to replace unsuitable and for shape-correction (50mm), pulverisation, supply and spreading of stabilising agents, stabilisation, compaction and curing

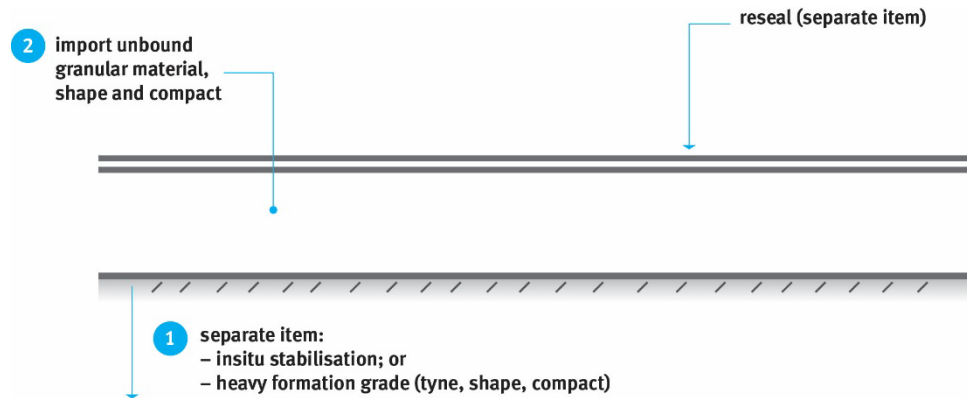
Exclusions: Excludes all seal items

Indicative plant: Gravel truck, grader, stabiliser, water truck and roller, cement spreader/ prime spreader (for prime or foam bitumen stabilisation)

The selection of an appropriate stabilisation type requires consideration of plant availability, suitability of work force, environmental conditions and constitution of the existing pavement.

In some cases, the condition and composition of the existing pavement may preclude in-situ stabilisation treatments. The availability of plant, size of the site and future performance of the stabilised pavement in the context of the surrounding pavement should also be considered when selecting insitu-stabilisation and the stabilisation type.

Granular overlay



granular overlay

Figure 10 – Granular overlay

Treatment:	SPR_GO
Unit of measurement:	m ²
Summary:	Overlay of treated pavement with unbound granular material
Description:	Import and spreading unbound granular material, shaping and compaction, ≤ 150 mm thickness
Exclusions:	Excludes treatment of in-situ material/preparation of subbase (refer alternative treatments) Excludes formation work in accommodation of extra pavement height Excludes all seal items
Indicative plant:	Gravel truck, grader, water truck, roller

The use of an overlay can reduce material spoilage, reduce risks of exposing unsuitable subgrade and reduce the duration of construction. However, the use of a granular overlay may not be appropriate in the event of vertical constraints (e.g. afflux/flow issues, short site, tie-in to structures, kerb and channel or property accesses) or horizontal constraints, for example insufficient formation width to accommodate overlay. In these circumstances, a treatment maintaining existing levels may need to be adopted.

The overall cost of the pavement treatment, including the treatment of the in-situ material, and formation works to accommodate the overlay, as well as the granular overlay itself needs to be considered in comparison to the likely cost of the alternative, Reconstruct Road treatment.

Reconstruct unbound granular pavement

Where extensive subgrade failure or material contamination has occurred, and the use of an overlay or stabilised layer cannot economically or suitably bridge the failure, reconstruction of the road will likely be required.

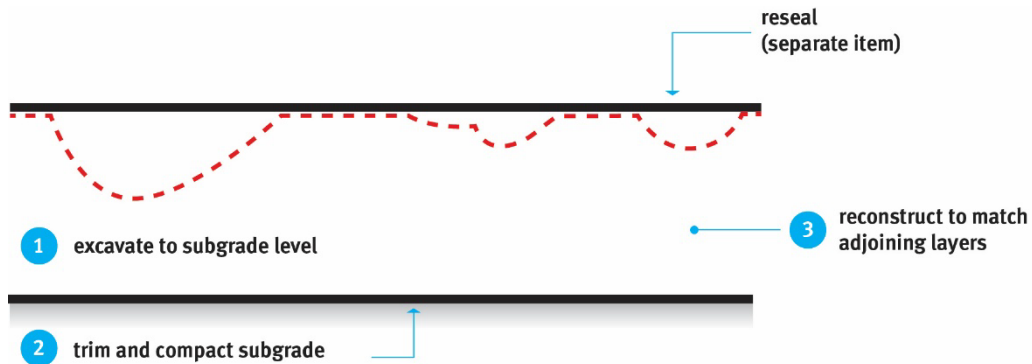


Figure 11 – Reconstruct unbound granular pavement. Excludes seal

Treatment:	SPR_RR
Unit of measurement:	m ²
Summary:	Removal and reconstruction of failed pavement
Description:	Removal of failed pavement material, reasonable allowance for replacement of unsuitable, compaction of subgrade, import and placement of unbound granular material in layers to match adjoining
Exclusions:	Excludes all seal items (separate item)
Indicative plant:	Excavator, truck, grader, water truck, roller

Reconstruct unbound granular base

Where road pavement damage such as peeling/stripping of seal (due to overland flow) or shallow pavement failures (i.e. above subgrade) have occurred, **Reconstruct unbound granular base** should be nominated. This treatment allows for repair/replacement of the top 150mm of unbound pavement ready for sealing.

Treatment:	SPR_RB
Unit of measurement:	m ²
Summary:	Reconstruction of isolated base course pavement failures
Description:	Removal of failed pavement material (where material cannot be reused), compaction of underlying pavement layer, import and placement of unbound granular base pavement to match adjoining
Exclusions:	Excludes all seal items
Indicative plant:	Excavator/profiler, truck, grader/skid-steer, water truck, roller

Shoulders

Shoulder scour

Where damage to the verge/shoulder (clear of the table drain) has occurred, and no damage sustained to the sealed roadway, a shoulder restoration treatment will likely be appropriate.

Where a pavement failure has occurred and the damage is localised, **Reconstruct unsealed shoulder** should be nominated. Where loss of shoulder material or scour has occurred due to overland or longitudinal flow, a **Heavy shoulder grading** should be nominated.

Reconstruct unsealed shoulder

For treatment of localised areas of severely damaged or contaminated shoulders or verges, **Reconstruct Unsealed Shoulder** should be used. This item is quantified in m² and should be used for localised repairs only.

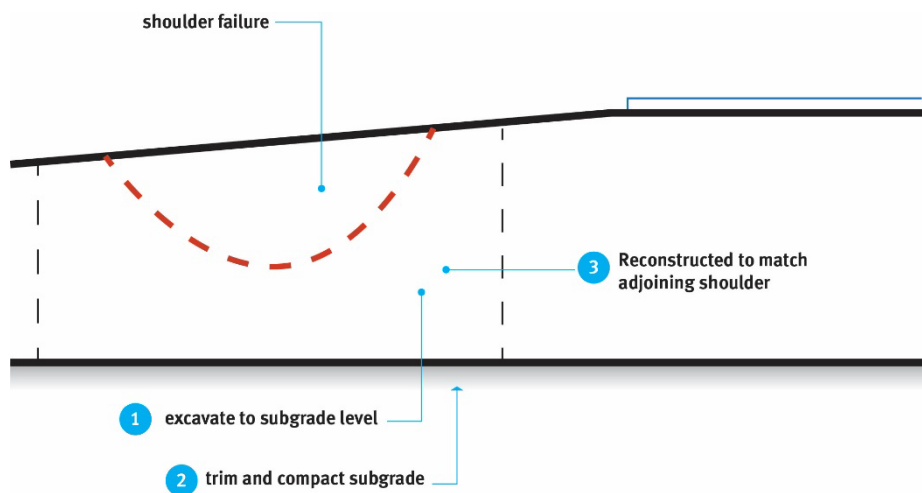


Figure 12 – Reconstruct unsealed shoulder

Treatment:	SPR_USF
Unit of measurement:	m ²
Summary:	Placement and compaction of gravel into isolated potholes in a gravel shoulder or verge
Description:	Removal of failed material, reasonable allowance for replacement of unsuitable, compaction of subgrade, supply, placement and compaction of granular material
Exclusions:	No reshaping of table drains – refer USP_RSTD Brooming of adjacent seal only, no works to sealed pavement
Indicative plant:	Excavator, water truck, roller, truck, grader

Heavy shoulder grading

Where loss of shoulder material or scour has occurred due to overland or longitudinal flow, a **Heavy shoulder grading** should be carried out.

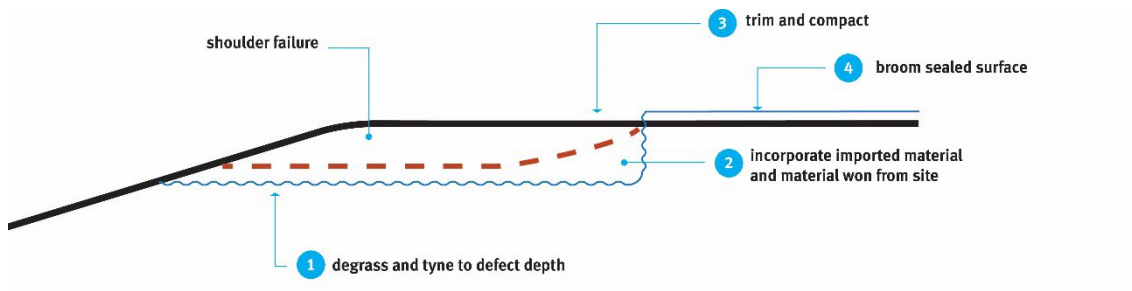


Figure 13 – Heavy shoulder grading

Treatment: **SPR_HSG**

Unit of measurement: m

Summary: Grading of unsealed shoulder to reinstate correct profile

Description: Reinstatement of formation and profile

Includes recovery of material from adjacent table drains where appropriate (by grader), incorporation of additional 50mm top up material, tyne ≤ 100 mm depth, trimming and rolling, and brooming of adjacent sealed surface.

Where material additional to the included 50mm is required, include Gravel/material supply

Exclusions: No works to sealed pavement

Indicative plant: Grader, water truck, roller

Pavement seals

Where a road reconstruction, granular overlay or stabilisation has occurred as part of the restoration works, a seal will need to be applied. An asphalt surface or bitumen spray seal (2-coat) should be nominated consistent with the pre-disaster road surface.

Asphalt surfacing, ≤50mm thickness

Treatment:	SPR_RSAC
Unit of measurement:	m ²
Summary:	Asphalt surfacing ≤50mm
Description:	Preparation of the existing surface, supply and application of tack coat, supply, laying and compaction of asphalt, line spotting as required
Exclusions:	Line-marking
Indicative plant:	Truck, paver, roller

Bitumen spray seal, 2-coat

Treatment:	SPR_RSSR
Unit of measurement:	m ²
Summary:	Bitumen spray seal, 2-coat to local applied standard (including prime)
Description:	Preparation of the existing surface, supply, carting, heating and application of prime and spraying of bitumen seal (including cutter and additive), supply, carting, spreading and rolling of pre-coated aggregate, line spotting as required. Includes allowance for lapping of seal with existing.
Exclusions:	Line-marking
Indicative plant:	Truck, bitumen sprayer, roller

Clearing and earthworks

All clearing and earthworks treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Reference	Treatment	Unit
EXC_HVC	Clear mixed debris and remove from site	m ³
EXC_RSOS	Bulk excavate surplus material and remove from site	m ³
EXC_RSS	Bulk excavate surplus material to spoil	m ³
BKF_IMP	Bulk fill - imported	m ³
BKF_LOC	Bulk fill - local	m ³

Bulk fill

Where scour or loss of road or formation has occurred, a bulk fill item should be selected to reinstate the road to natural surface level (for unformed roads), top of formation (for formed roads) or top of road subgrade (for gravel and sealed roads or table drains).

Where material can be sourced within vicinity of the works, **Bulk fill - local (BKF_LOC)** should be selected.

Where material, consistent with that lost, is unable to be won within vicinity of the works, **Bulk fill - imported (BKF_IMP)** should be selected, allowing for the purchase of general fill and haulage.

For a gravel or sealed road, bulk fill items should be used to reinstate material to subgrade level, and an appropriate pavement treatment selected to reinstate the road to the pre-disaster condition.

Treatment:	varies (BKF_LOC; BKF_IMP)
Unit of measurement:	m ³
Summary:	Bulk fill to localised scours
Description:	Sourcing and cartage of bulk fill material (varies as per below), preparation of underlying material, placement, incorporation (where required) and compaction
Exclusions:	Bulk fill material should be selected consistent with the displaced/scoured material.
Indicative plant:	Excavator (or backhoe or loader), grader (where dispersed over large areas), truck, water cart, roller

Excavation

Where mixed debris (including rocks, gravel, sand or silt mixed with vegetation or rubbish) has been deposited on a roadway or drainage lines, **Clear mixed debris and remove from site (EXC_HVC)** should be nominated.

Treatment:	EXC_HVC
Unit of measurement:	m ³
Summary:	Clear mixed debris and remove from site
Description:	Clearing of mixed debris material, loading and removal from site.
Exclusions:	Reshaping of roadway or drainage lines
Indicative plant:	Excavator (or backhoe or loader), grader (where dispersed over large areas), truck

Where large deposits of silt have been deposited on the roadway or within drainage lines, **Bulk excavate (EXC_RSOS or EXC_RSS)** should be nominated.

Treatment:	varies (EXC_RSOS, EXC_RSS)
Unit of measurement:	m ³
Summary:	Bulk excavation of surplus material
Description:	Excavation of surplus material, loading and removal from site (EXC_RSOS) or to spoil (EXC_RSS)
Exclusions:	Reshaping of roadway or drainage lines
Indicative plant:	Excavator (or backhoe or loader), truck, grader (where dispersed over large area of roadway)

Concrete works

Damage to concrete may include scouring, undermining, structural cracking, or total loss as a result of large or intense rainfall events.

All concrete works treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Reference	Treatment	Unit
CON_KER	Reconstruct concrete kerb	m
CON_RCN	Reconstruct reinforced concrete	m ³
CON_RFC	Repair with flowable concrete	m ³

Reconstruct concrete kerb

Where damage to concrete kerb is suffered as a result of scour, or rendered unusable as a result works to underlying pavement, **Reconstruct concrete kerb** should be nominated. The kerb should be consistent with the pre-disaster kerb/adjoining sections.

Treatment:	CON_KER
Unit of measurement:	m
Summary:	Reconstruct concrete kerb
Description:	Saw cut and remove existing kerb. Prepare base and extrude/construct kerb. Backfill with suitable material
Exclusions:	Revegetation/turfing, removal/realignment of utilities.
Indicative plant:	Concrete saw, pavement breaker, bobcat/backhoe, kerb & channel machine, concrete agitator

Reconstruct reinforced concrete

Reinforced concrete assets include floodways, concrete batters, margins and footpaths. Damage to reinforced concrete assets including scouring, undermining, debris impact or total loss can occur during large or intense rainfall events. Where the damage suffered necessitates replacement, **Reconstruct reinforced concrete** should be nominated.

Treatment:	CON_RCN
Unit of measurement:	m ³
Summary:	Reconstruct reinforced concrete
Description:	Demolish and remove existing concrete. Prepare base, form and position reinforcing. Pour concrete, cure (where required) and finish surface. Backfill adjoining surface (where required).
Exclusions:	Revegetation/turfing, removal/realignment of utilities
Indicative plant:	Job truck, concrete saw, pavement breaker, bobcat/backhoe, and concrete agitator.

Repair with flowable concrete

Damage often results around bridges and drainage structures during disasters as a result of high velocity waters. **Repair with flowable concrete** may be used for filling of undermined reinforced concrete or for repair of grouted rock protection.

Treatment:	CON_RFC
Unit of measurement:	m ³
Summary:	Repair with flowable concrete
Description:	Pouring/pumping of flowable concrete to fill voids.
Exclusions:	Rock protection
Indicative plant:	Job truck, concrete truck, concrete pump

Drainage structures

Damage to drainage structures including scouring, undermining, debris impact, separation of units, silting or total loss can occur during large or intense rainfall events.

All drainage structure treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- the removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Reference	Treatment	Unit
CUL_RP	Repair drainage structure - excavate, repair and reinstate	m
CUL_SIL	Desilt drainage structure - removal of silt and debris	m ³
CUL_RBC<600	Replace RCBC, nominal span ≤600mm.	m
CUL_RBC<900	Replace RCBC, nominal span ≤900mm.	m
CUL_RBC<1200	Replace RCBC, nominal span ≤1200mm.	m
CUL_RBC>1200	Replace RCBC, nominal span >1200mm.	m
CUL_RCP<375	Replace concrete pipe ≤375mm dia.	m
CUL_RCP<600	Replace concrete pipe ≤600mm dia.	m
CUL_RCP<900	Replace concrete pipe ≤900mm dia.	m
CUL_RCP<1200	Replace concrete pipe ≤1200mm dia.	m
CUL_RCP>1200	Replace concrete pipe >1200mm dia.	m
CUL_RHW<375	Replace head/end wall ≤375mm pipe or RCBC	unit
CUL_RHW<600	Replace head/end wall ≤600mm pipe or RCBC	unit
CUL_RHW<900	Replace head/end wall ≤900mm pipe or RCBC	unit
CUL_RHW<1200	Replace head/end wall ≤1200mm pipe or RCBC	unit
CUL_RHW>1200	Replace head/end wall >1200mm pipe or RCBC	unit

Where access issues exist, or there is uncertainty in quantities or cost of works, a market price may need to be sought to establish an estimate of cost following design.

Repair drainage structure

Where separation of culvert cells has occurred, but no damage to the pipes eventuated, **Repair drainage structure** should be nominated. Repair drainage structure allows for excavation of the drainage structure, resetting of the units, backfill with suitable material (representing value for money) and reinstatement of pavement.

Treatment:	CUL_RP
Unit of measurement:	m
Summary:	Repair drainage structure
Description:	Excavate, repair and reinstate drainage structure, backfill with suitable material and reinstatement of pavement.
Exclusions:	Pavement seal, import of rock protection
Indicative plant:	Excavator, lifting equipment, truck, roller

Clearing of culverts, pipes and pits

Where a culvert has been blocked, **Desilt drainage structure** should be selected to remove the silt and debris from the culvert where it is not possible to undertake the clearing by an excavator or small plant.

Treatment:	CUL_SIL
Unit of measurement:	m ³
Summary:	Clearing of culverts, pipes and pits
Description:	Cleaning or flushing of blocked culverts from debris or silt by hand tools, water pressure blasting or pull-back/pull-through system.
Exclusions:	Import of materials, import of rock protection, removal of spoil.
Indicative plant:	Watercart, high pressure water blaster, generator

Replace concrete pipe/RCBC

Where replacement of a drainage structure is required, replacement of concrete pipe/RCBC should be to the same size/arrangement as per pre-disaster. Where replacement to pre-disaster size and arrangement is not possible due to current requirements of cover, or not economical (due to obsolete sizes or combination of pipes) a concrete pipe/RCBC arrangement with a cross-sectional area equivalent to the pre-disaster arrangement should be nominated.

Treatment: various (**CUL_RBC<600, CUL_RBC<900, CUL_RBC<1200, CUL_RBC>1200, CUL_RCP<600, CUL_RCP<900, CUL_RCP<1200, CUL_RCP>1200**)

Unit of measurement: m

Summary: Replacement of concrete pipes/RCBC

Description: Excavate and dispose of existing drainage structure. Prepare base, form and construct base slab (where required) supply and place drainage structure, replace sand band (where required), backfill with suitable material and reinstate pavement.

Exclusions: Head/end walls (end structures), scour protection, pavement seals

Indicative plant: Excavator/ backhoe, hydraulic breaker, lifting equipment, truck, roller, concrete truck, concrete agitator. Concrete vibrator, rotary screed & concrete pump (if required)

Replace head/end wall

Where a culvert/RCBC end structure has been dislodged or damaged by an activated event, or rendered unusable as a result of reconstruction work to the adjoining culverts, replacement of the head/end wall should be nominated.

Unless nearby concrete works (floodways, margins etc.) is being undertaken, it is often more economical to use pre-cast units. Where multiple cell arrangements are in-place, this may not be possible or efficient due to manufacturing time etc. It is the responsibility of the asset owner to identify the best value for money solution for replacing the head/end wall.

Treatment: various (**CUL_RHW<600, CUL_RHW<900, CUL_RHW<1200, CUL_RHW>1200**)

Unit of measurement: unit

Summary: Replacement of culvert/RCBC end structures

Description: Remove and dispose of existing end structure. Prepare base, supply and install OR construct end structure, backfill with suitable material.

Exclusions: Pavement works, scour protection

Indicative plant: Excavator, hydraulic breaker, lifting equipment, truck, roller

Protection works

Damage to rock protection (including mass/dumped rock, rock pitching and rock mattress) can occur from result of high velocity flows, undermining or debris impact during large or intense rainfall events.

Subject to the ability to achieve value for money, damaged protection works should be restored commensurate with pre-disaster arrangements. Where reconstruction to pre-disaster arrangements is uneconomical (due to material or labour availability), or not feasible (due to obsolete construction techniques) contemporary techniques may be employed.

All protection works treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- preparation of work area
- placement of geotextile (where required)
- construction/placing of protection works
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws\

Reference	Treatment	Unit
RK_RKP	Rock protection	m ³
RK_STP	Repair stone pitching	m ²
RK_MAT	Construct rock mattress	m ³

Rock protection

Bulk rock for scour protection is commonly affected by large inundation or high intensity events due to its interaction high velocity waters. **Rock protection**, although low-tech, can be effective in mitigating against high velocity waters and requires limited preparation of the underlying surface prior to placement. Rock type should be selected subject to local availability.

Treatment:	RK_RKP
Unit of measurement:	m ³
Summary:	Rock protection works (bulk)
Description:	Preparation of work area, placement of geotextile (where required), recovery of displaced rock, placement of bulk rock.
Exclusions:	Pavement works
Indicative plant:	Excavator, truck

Where adequate sized rock is not economically viable, alternative solutions such as rock-mattresses may be considered.

Stone pitching

Stone pitching, whilst not commonly used in modern construction, is commonly encountered in older head-walls, margins, retaining walls and abutments. The extent of damage and the likely cost of repair needs to be considered. Alternatives such as shotcreting, gabions, rock-mattress, reinforced concrete or pre-cast elements may need to be considered where a repair option with stone pitching is not economically viable.

Treatment:	RK_STP
Unit of measurement:	m ²
Summary:	Repair stone pitching
Description:	Preparation of work area, cleaning of damaged area, supply and replacement of displaced or damaged stone and pitching.
Exclusions:	Pavement works
Indicative plant:	Truck, excavator, concrete agitator

Rock mattresses

Where bulk rock relies on its mass to withstand scouring waters, **rock mattresses** provide an alternative, able to utilise smaller rock through a caging system. Although more labour intensive, and requiring the purchase/manufacturing of cages, significantly less rock, and more easily sourced rock (due to size) may result in a value for money alternative.

Treatment:	RK_MAT
Unit of measurement:	m ³
Summary:	Installation of rock-mattresses
Description:	Preparation of the work area, placement of geotextile (where required), supply and installation cages, recovery of displaced rock, filling and wiring of cages.
Exclusions:	Pavement works
Indicative plant:	Excavator, truck

Note: Environmental conditions leading to corrosion of the cages/wires and estimated flow velocities (with potential to lead to failure of the cage or bunching of the rock) needs to be considered during specification.

Road furniture and delineation

Road furniture is often damaged during natural disasters as a result of flood waters or debris impacts. Where damage has occurred to road furniture, the number of units replaced should be commensurate with the pre-disaster arrangements, however a current standard of the pre-disaster system/item should be used.

All road furniture works include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- removal of damaged road furniture
- re-instatement of roadside furniture
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Following restoration of sealed pavements, line-marking is generally required. Line marking should be consistent with either the adjoining sections of road or the pre-disaster arrangement.

Reinstate line-marking includes the following work operations:

- establishment and disestablishment of traffic control
- determination of work area
- cleaning the pavement in the work area (as required)
- spotting/symbolising
- application of marking material

Reference	Treatment	Unit
RFD_RGET	Replace guardrail end treatment	each
RFD_RG	Replace guardrail	m
RFD_RP	Replace guide posts or markers	each
RFD_RRS	Repair road signage	each
RFD_RSF	Replace sign face only - standard road sign	each
RFD_RCS	Replace sign (complete) - standard road sign, includes post	each
RFD_RLN	Reinstate line marking	m

Where a depth marker or similar has been damaged or destroyed, select **Replace sign (complete) (RFD_RCS)**.

Other

Where works require engineering investigations/testing or detailed design, **OTHER** should be nominated. This includes landslips, coastal protection, structures, gabions, shotcreting etc.

Reference	Treatment	Unit
OTHER	Other - including structures, retaining items	lump sum

Specifics of the scope should be outlined and priced by the applicant for consideration.



TECHNICAL SPECIFICATION
KELLYS ROAD DON RIVER BANK STABILISATION
CONTRACT NUMBER: T2425.30

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1. INTRODUCTION

Banana Shire Council (Council) has been activated under a declared event, resulting in damage to the regions local road network. Council requires restoration works for its public assets to be carried out under the Disaster Recovery Funding Arrangements (DRFA) Program.

2. PURPOSE

The purpose of this specification is to:

1. Ensure that the quality of restoration works supplied to Council by the Contractor, are of satisfactory durability, strength and appearance, meets all relevant standards; and
2. Specify essential technical and operational requirements pertaining to Disaster Recovery Funding Arrangement (DRFA) works included in this Contract.

3. AVAILABLE INFORMATION

3.1 Labour, Equipment and Materials

The Scope of Work requires the Contractor to provide, at their own cost and expense, all transport, labour, traffic control, materials, plant & equipment, signage, electronic systems and processes, office and site facilities, for the proper and complete performance of the works.

The scope of work includes reconstructing eligible essential public assets, damaged by the eligible disaster, to their pre-disaster function in accordance with the Queensland Disaster Funding Guidelines June 2021 Clause 9.1 (3) Assistance available.

Traffic Control must be provided in accordance with the Queensland Guide for Temporary Traffic Management (QGTMM) and associated standards.

The Contractor shall take a sustainable approach to material management. The following information is available to help with your understanding of intended scope of this project:

- General Specification (Appendix A)
- Site (Appendix B)
- Schedule K1 – Price Schedule (Appendix C)
- Design (Appendix D1)
- Technical Data (Appendix D2)
- Design Assumptions (Appendix D3)
- Technical Specification (Appendix E)
- Minimum Traffic Signage Requirements (Appendix F)

The Contractor shall familiarise themselves as to the nature of the Site of the Works and of all matters and things relating to the WUC, including but not limited to the nature of ground, slope stability, services and amenities, in ground services, condition of the sites, access to the sites and likely weather conditions.

The Contractor must not rely on dimensions and levels provided by the Principal and must obtain or check all measurements before commencing the Works.

The Contractor shall verify details of existing work before modifying it. Any discrepancies must be reported to the Superintendent immediately.
Specific (spot) levels shown on drawings take precedence over contour lines and ground profile lines.

Standard AHD and Geocentric Datum of Australia (GDA94) is the basis of all levels and coordinates associated with the Works unless stated otherwise. The Contractor is responsible for setting out of the Work from GPS coordinates or Recover and a qualified Surveyor is to be engaged to undertake the set out (if applicable).

The Superintendent may require samples of any or all materials to be submitted for its approval before their use. Whether the Superintendent has called for samples or not, all materials used in the WUC are subject to the Superintendent's written approval:

- (a) the Contractor may request the Superintendent to direct that alternative materials or equipment be substituted; and
- (b) the Superintendent may (but shall not be obliged to do so for the benefit of the Contractor), if the Superintendent is of the opinion that the characteristics of type, quality, appearance, finish, method of construction and/or performance are not less than is required by the Contract, direct a variation for the convenience of the Contractor allowing the substitution.

The Contractor shall provide all materials, plant, personnel and other items of work necessary for the proper completion of WUC or the compliance by the Contractor with any of its other obligations under the Contract, (including items which are not expressly mentioned in the Contract, but which are obviously and indispensably necessary for the proper completion of such work or the compliance of the Contractor with its other obligations under the Contract);

All plant and equipment used by the contractor for the WUC shall be appropriately licenced/registered and worthy for use in accordance with current legislative requirements and manufacturer's specifications.

All work shall be carried out by suitably qualified persons having experience in the particular types of work to be executed.

3.2 Work Scheduling priorities

The Contractor shall program the Works in accordance with priorities issued by the Superintendent. The Superintendent will work with the Contractor to minimise disruption to the community and prioritise high risk works.

Key considerations include:

- QRA Program of Work (POW) completion dates
- School zones
- High Traffic volumes roads
- Community areas
- Tourist precincts
- Conflicts with other construction projects
- Intersections with DTMR roads including Traffic Disruption Notices and Road Corridor Permits if required

3.2 Work Categories

All Works shall be managed using the work categories and treatment types as set out in Schedule K1 – Price Schedule, Queensland Reconstruction Authority (QRA) Treatment Guide 2020–21 and issued in accordance with the approved Program of Work.

4. COMMERCIAL REQUIREMENTS

4.1 Issuance of Work and Contractor/s Payment Claims

4.1.1 Scheduled Quantities and Associated Costs

- a) Quantities listed by the Superintendent are to be treated as maximum values. No variations will be considered for each line item nominated in the Schedule of Rates without the express written approval by the Superintendent or Delegated Officer.
- b) All costs associated with the initial Site establishment and transportation, labour, traffic control, materials, plant & equipment, signage, and electronic resources must be included in the Price Schedule. The Contractor is responsible for any costs related to daily travel to and from the site including vehicle, plant, fuel, maintenance, accommodation and any other costs.

4.1.2 Issuance of work

- a) The Contractor shall develop a Works Program for WUC utilizing the base data provided in Schedule K1 – Price Schedule and submit to the Superintendent for approval. Approval shall not be unreasonably withheld by the Superintendent.
- b) Following approval of the Works Program by the Superintendent, the Superintendent shall issue approval to commence by the issuance of Possession of Site to the Contractor to commence.
- c) The Contractor shall maintain and update the Works Program on a weekly basis and provide an electronic copy of the updated plan to the Superintendent.

4.1.3 Site Pre-Works Package

The following documentation and information must be provided to the Superintendent as a requirement of the Principal giving access to or possession of the Site and within the times stated within the General Conditions of Contract if applicable, or thereafter the earlier of:

- a) 20 Business Days after the Date of Acceptance of Tender; and
- b) 5 Business Days prior to any scheduled pre-start meeting.

Item	Description	Relevant clause
A.	Updated Program	Clause 32 of the General Conditions of Contract. Refer clause 9 of the General Specification
B	Dilapidation Survey	
C	Work health and safety documentation (including, if applicable, evidence of payment of fees and lodgement of notice appointing Contractor as principal contractor)	Clause 12A of the General Conditions of Contract
D	Environmental Management plan	Clause 14.1 of the General Specification

E	Traffic Management Plan and Traffic Guidance Schemes	Clause 18 of the General Specification
F	Evidence of Insurance	Clause 19 of the General Conditions of Contract
G	Service locations	Clause 2.1 (b) of the General Specification
H	Quality Management Plan, including Lot Plan and Inspection and Testing Plans (ITPs)	Clause 29.2 (b) of the General Conditions of Contract
I	WHS Management Plan	Clause 11B of the General Conditions of Contract

The Contractor is to undertake “Before You Dig Australia” (formerly Dial Before You Dig (DBYD)) for all operations.

The Contractor shall make enquires to all Authorities to determine the locations of services and shall exercise care in not disturbing these services during the execution of the works.

The location and size of services shown on the drawings should be considered approximate only. Confirmation shall be made on Site with the assistance of Authorities where possible.

The Contractor shall be responsible for the rectification of any services damaged or interfered with on Site or during activities directly associated with the Works during the course of the Works. Rectification shall include details such as bedding and overlays of granular materials.

Should conflicts occur with services, the Contractor shall arrange to divert or relocate as required by the Superintendent.

Should conflicts occur with service mains, the Contractor shall notify the Superintendent promptly in writing and shall arrange to have the service relocated/diverted by the appropriate Authority.

4.1.4 Temporary Services

The Contractor shall provide and maintain temporary services necessary for the execution of the work under the Contract, install such services in accordance with the requirements of the relevant Authorities and pay charges in connection with the installation and use of such services. Unless there is a specific reference to the provision of temporary services in the Contract, the cost of providing temporary services shall be considered as being included in the Contract Sum, unless otherwise agreed in writing by the Superintendent.

Such services shall be made available to Sub-contractors. On completion, the Contractor shall disconnect temporary services and clear away all traces.

Temporary Services includes detours and side-tracks etc.

4.1.5 Works Management

All works shall be performed in accordance with Section 8 and all other provisions of the Specification. The Works shall be recorded using the RECOVER software application.

4.1.6 Claim Submission Package

On completion of the Works being claimed for the corresponding month, and prior to submission of a final Invoice, the Contractor must submit a Payment Claim and a Quality Assurance Pack

including any Quality Assurance documentation & associated test results.

Confirmation that material used is compliant with the Maintenance Gravel requirements.

- a) Payment Claim - The Payment claim shall include the following details:
 - i) Date of claim
 - ii) Scheduled items including unique ID Codes
 - iii) Dates of completed work/s
 - iv) Purchase Order number;
 - v) Project number

- b) Quality Assurance Pack - The Quality Assurance Pack shall include the following:
 - i) Lot coversheets
 - ii) Delivery dockets
 - iii) Copy of the Traffic Guidance Scheme (TGS) and daily check sheets
 - iv) Evidence of environmental inspections or reports
 - v) Inspection Test in accordance with the Treatment Guidelines specified below.
 - vi) Data Collection - Using RECOVER Software - update Submission Description Reference number using the 'Restoration' button and carryout the following:
 - i. Progression Photos (Including plant and equipment)
 - ii. Completion Date
 - iii. Completion Photos

All submitted payment claims and invoices must, as a minimum, include the following information in addition statutory invoice information:

- i) Contract Number / Project / Job Number
- ii) Purchase Order Number
- iii) Claim Period (The month in which the claim is submitted)
- iv) Construction Period (The period within which the works were completed)
- v) Quality Assurance Documents (QA) / Inspection Test Plan (ITP)
- vi) Statutory Declarations

Invoices must be dated on or after the date the Payment Schedule.

4.2 Site

The Contractor/s will be required to examine the Site and its surroundings prior to commencing of works on site. Before commencing ground works, locate and mark existing underground services in the areas that will be affected by the earthworks operations

4.3.1 Hours of Work

- a) The working hours and workings days for work on the site are stated in Item 22A.' Noise shall be maintained at a minimum in accordance with local law.
 - a. Refer <https://www.banana.qld.gov.au/downloads/download/50/local-laws>

4.4 Site Management

- a) The Contractor/s is to promptly advise the Superintendent of any cancellations or delays because of inclement weather and/or breakdowns of plant and/or equipment.

- b) Where Works have commenced and are paused (i.e. overnight) and are subject to changed trafficable conditions (i.e. storm events), the Contractor/s are responsible for ensuring that sufficient safety and environmental control measures are in place for the

management of the Site. Including but not limited to the following:

- i) Aftercare Signage
- ii) Erosion Controls

The contractor must take time and date stamped photographs of control measure prior to leaving site forward to the Superintendent or delegated officer.

- c) In the event of adverse and/or extreme weather events negatively impacting on the work Sites, it will be deemed the Contractor/s responsibility to carry out any repairs/rectification works.
- d) Site restoration requirement where existing ground surfaces are not required to be varied as part of the works, restore them to the condition existing at the commencement of the work under the contract.
- e) Fencing to be reinstated along existing lines using materials commensurate with existing. Fence to be re-tensioned to match existing.
- f) All costs associated with this Clause 4.4 are the responsibility of the Contractor.

4.5 Crew Availability

The Superintendent may request additional resources (multiple crews) to meet program/conflicting project requirements. The Contractor shall facilitate such requests when provided a minimum of 3 weeks' notice.

5. GENERAL REQUIREMENTS

The WUC includes unsealed road works as a part of this program. The Contractor shall conduct the following during the undertaking of works:

- a. Coordinate and execute in an expeditious manner considering safety, quality, environment, and traffic management for the works included in the scope.
- b. Cooperation and collaboration, using "best for project" mindset.
- c. Site Establishment and dis-establishment.
- d. Provision of all supervision, plant, materials and labour to deliver road restoration and associated works as per the Contract
- e. Removal and reinstatement of any guidepost, sign, or marker within the worksite to perform the works.
- f. Removal of the material from the shoulder to enable drainage of the pavement and shoulder to the table drain or other appropriate collection point.
- g. All other operations in the Scope of Works.
- h. Obtain all necessary Approvals for completion of works from the relevant authorities, i.e., the Department of Natural Resources (DNR) and the Department of Transport and Main Roads (DTMR), if work is adjoining a state-controlled road.
- i. Obtain all necessary Approvals for water extraction. The Approval requires completion of paperwork for water extraction records.
- j. Maintenance of haul roads, including the use of unsealed roads for the WUC, used during construction to maintain a safe road condition and minimise dust. The maintenance may include water carts, grading and rolling to ensure the road is in no

- worse condition following completion of works than before commencement.
- k. Sequencing works as to not damage already completed works.

All works performed must comply with the Construction work Code of Practice May 2018 and Traffic Management for Construction or Maintenance Work Code of Practice 2008, which is to extend to all sub-contractors, consultants, and suppliers engaged by the successful Contractor/s for the purposes of the delivery of the Contract requirements.

The Contractor/s is to ensure that, whilst performing works associated with this Contract, a current hard copy and electronic copy of all required accreditations, licenses, and Management Systems, including Work Health and Safety Management documents, are available and on Site at all times.

The Council is committed to providing a high standard of customer service and requires Contractor/s to maintain this standard. Contractor/s shall at all times operate in accordance with the Banana Shire Council Code of Conduct and promote a positive public image for the Council, be courteous to members of the public and the Council's employees. The Code of Conduct can be found online www.banana.qld.gov.au/downloads/file/5205/code-of-conduct-employees.

The Contractor/s shall be responsible for communications to emergency services and the DTMR. In the case of communication with the DTMR, if required, it is the Contractor/s responsibility to provide the necessary traffic disruption forms and accompanying compliant TGS and TMP documentation to the DTMR, if required. The Council will be responsible for any media enquiries concerning the Contract, or individual programs of work.

Any use of Sub-Contractors to perform works on behalf of the Contractor must have prior written approval by the Superintendent. The Contractor will be required to provide details of sub-contractor management procedures prior to engagement to ensure capability to perform the works in accordance with the General Terms and Conditions of Contract.

Utility and service identification, protection and permit approvals are the responsibility of the Contractor/s.

The Contractor/s is responsible for the provision of water supply to all Sites. This includes obtaining permits from the relevant authority, where necessary.

The Superintendent may at its sole discretion remove any personnel from the site or any other Council premises.

5.8 Clean Up

The Contractor/s is responsible for leaving all work Sites in a clean and tidy condition at the end of each day.

5.9 Provision of Lights

- a) The Contractor/s is responsible for providing sufficient lighting to all Sites, including stockpile locations; and
- b) The Contractor/s is responsible for the provision of Hydraulic Lighting Towers where required.
- c) Where available, the Council supports and encourages the Contractor/s to utilise solar light facilities for the provision of lighting at relevant sites.

5.10 Traffic Control

The Contract is responsible for ensuring all Traffic Control is provided in accordance with the requirements set out in Appendix F – Minimum Traffic Signage Requirements.

6. BUSINESS MANAGEMENT SYSTEMS

6.1 Business Management Systems and Management Plans

The Contractor/s must prepare and maintain a Business Management Systems and Management Plans in accordance with this Clause 6.

Documents supporting these processes must be submitted to the Superintendent for approval prior to the commencement of the Contract. The Superintendent will notify the Contractor/s of acceptance in writing.

The Management Systems and Management Plans must be submitted to the Superintendent:

- i) in final form prior to the Commencement Date; and
- ii) after any changes are made.

The Management Systems and Plans must include:

- i) a method of identifying and recording risks or processes related to the provision of services and subsequent procedures to manage same;
- ii) a documented review process;
- iii) a process of continual improvement;
- iv) a process to identify and monitor relevant legislation and standards as they relate to this Contract;
- v) identified targets and objectives to be achieved;
- vi) record management system to record, maintain and monitor the systems;
- vii) periodic auditing of the systems;
- viii) a process to identify and monitor all delays experienced regardless of responsibility for the delay; and
- ix) other items as required by the Superintendent from time to time.

Compliance with the Management Systems and Plans does not release or discharge the Contractor from compliance with its obligations under this Contract.

To enable the Superintendent to monitor and audit the Contractor compliance with its obligations under this Contract, the Contractor/s must at all times, allow the Superintendent prompt and unhindered access to the Contractor staff, systems, plans and records as used by the Contractor in connection with the WUC.

6.1 Work Health and Safety Management System

- a) The Contractor/s must develop, implement, maintain and comply with an occupational health and safety management system, personal protective equipment guidelines in accordance with ISO 45001:2018 and the Work Health and Safety Regulation 2011 (or any higher standard that amends or replaces that standard); or
- b) Other applicable system accepted by the Superintendent.

6.2.1 Safety – Minimum Standards

- a) WHS Obligations

The Contractor is responsible for the health and safety of its Personnel and any other person affected by its performance of the Works under the Contract.

The Contractor must ensure adequate facilities, suitable precautions and safeguards are provided for the welfare at work of its Personnel, including ensuring access to those facilities.

The Contractor must provide the Superintendent, on request, with evidence (including any documents specifically requested) that it and its Personnel, are complying with applicable WHS Requirements.

b) WHS Risk Management

The Contractor must ensure it has systems in place to identify, assess, control, eliminate (or if it is not possible to eliminate reduce so far as is reasonably practicable) and review risks and hazards at the Site and connected with the WUC. The appropriate systems are to be reviewed and maintained periodically and regularly as appropriate.

c) Inspections

The Contractor must ensure that it regularly conducts health, safety and security audits relating to the Contractor carrying out the performance of the work at the Site, retains copies of audit documents and promptly provides the Superintendent with copies of such audit documents upon request.

Should the Superintendent observe, in its opinion, an unsafe act or become aware of a planned unsafe act in relation to the WUC, it has the authority to direct the Contractor or any of the Contractor's Personnel concerned, to cease the unsafe performance of the WUC. The Contractor shall, at its sole expense, modify its method in order to satisfy the Superintendent that the WUC are proceeding in a safe manner.

The ceasing of the WUC, pending compliance with a safety Direction, will not relieve the Contractor of the responsibility to effectively perform the Contract.

If the Contractor fails to comply with a Direction under this clause, in addition to any other remedies, the Superintendent may, after providing reasonable notice to the Contractor, take the necessary steps to achieve compliance. The reasonable cost incurred by the Superintendent shall be a debt due and payable by the Contractor.

d) Training

The Contractor must ensure only appropriately experienced, skilled and qualified persons are engaged to carry out the WUC.

e) Incident Notification

If an Incident occurs at the Workplace at which the WUC are being undertaken, the Contractor must, in addition to, and not in derogation of the requirements of the Contract:

- i) immediately verbally notify the Superintendent when any Incident occurs involving the Contractor performing the WUC, or to the members of the public or other persons on the Site;
- ii) if applicable, immediately notify relevant Regulators in accordance with the relevant WHS Laws;
- iii) within 24 hours of the Incident, submit a preliminary report to the Superintendent detailing the circumstances of the incident, its cause, and likely corrective measures to be implemented by the Contractor;

- iv) conduct a formal investigation into the Incident and then provide the Superintendent with a copy of the written investigation report within ten (10) days of the Incident occurring;
- v) provide copies of all documents and records requested by the Superintendent relevant to the Incident (including any correspondence with any relevant Authority or Regulator); and
- vi) report the status of the implementation and outcomes of actions undertaken to the Superintendent as a result of the Investigation carried out by the Contractor. The Superintendent may review the effectiveness of such actions and may request additional actions and/or evidence of implementation which must be considered by the Contractor.

f) Workplace Health and Safety Officer

The Contractor shall as a minimum provide a Workplace Health and Safety Officer with Certificate IV in Work Health and Safety - Nationally recognised units of competency BSB41415 (latest qualification).

g) Personal Protective Equipment (PPE)

The following is the minimum PPE accepted on Site:

- i) Steel capped footwear;
- ii) Long sleeved shirts in high visibility colours;
- iii) Full length cut-proof trousers, for workers using cutting equipment, or trousers for all other workers, unless directed otherwise by the Superintendent;
- iv) Broad brimmed sun hat or safety helmet with broad brim;
- v) Safety Eyewear in accordance with the relevant Australian Standard;
- vi) Sunscreen SPF 30+.
- vii) Hearing protection must be worn when operating machinery, or when working in close proximity to machinery that produces excessive noise which is capable of causing hearing damage.

h) Tools

The following tools shall not be used for works undertaken on this Contract:

- i) 9-inch (230 mm) angle grinders
- ii) Non-retractable knife

i) General Standards

The Contractor/s must in performing the WUC:

- i) Ensure all staff employed under this Contract complete Council's On-Line Safety Induction process. Further details can be obtained from the Superintendent. The Contractor must ensure evidence of completed inductions are available on request by the Superintendent.
- ii) Comply with all statutory Laws; including but not limited Environmental and

Workplace Health and Safety Legislation and Regulations;

- iii) Comply with all reasonable directions given by the Superintendent, in relation to statutory legislation.
- iv) Provide the Superintendent with a copy of any issued non-compliance work improvement notices issued by a statutory body.
- v) Rectify any non-compliance as directed in the work improvement notice;
- vi) Provide the Superintendent with a copy of the rectification notice;
- vii) Leave the Site or any other premises of the Council secure, clean, orderly and fit for immediate use, having regard to the condition of the Site or any other premises of the Council immediately prior to the performance of WUC.

6.2 Environmental Management System

- a) The Contractor/s must develop, implement, maintain and comply with an environmental management system in accordance with AS/ NZS ISO 14001 (or any higher standard that amends or replaces that standard); or
- b) other applicable system as accepted by the Superintendent.

6.3 Environmental Minimum Standards

6.3.1 Handling hydrocarbon-based materials

- a) The handling, storage, transport and use of bitumen shall comply with the requirements and practices outlined in the latest versions of the following documents:
 - i) Austroads – Bituminous Materials Safety Guide, AP-G41, and
 - ii) AAPA Advisory Note 7 – Guide to the Heating and Storage of Binders Sprayed Sealing and Asphalt Manufacture.
- b) Daily risk assessments must document control measures and take into consideration risk to the environment and human health from proximity of water ways, spill prevention and management, workers and public safety.

6.3.2 Spill management

For any hazardous substance spill which occurs the following steps should occur:

- a) Public access should be prevented to the immediate area where the spill has occurred and ensure that only personnel with the appropriate training and equipment deal with the spill (providing it is safe to do so).
- b) Review relevant Safety Data Sheet (SDS) for the spilt chemical (SDS should be located where the chemicals are used and stored). The SDS will have specific instructions on how

to deal with chemical spills as well as first aid information. Safe work procedures should also be referred to.

- c) Using appropriate PPE promptly cover the spill with absorbent material taking care not to spread the spill further. Ensure any liquids are contained using a bund to stop them escaping to stormwater drains or flow paths.
- d) Waste should be transported and disposed of by a licensed operator/ facility in accordance with the Environment Protection Act and associated Regulation. The Council Representative should be notified immediately. If there is a hazard to health or property, call 000.

6.3.3 Noise Management

- a) The Contractor shall take all reasonable and practicable measures to prevent or minimise the noise have been taken (the general environmental duty (Environmental Protection Act 1994).
- b) Noise Management activities must be undertaken in accordance with provisions of Clause 4.3 Hours of Work (above).
- c) Contractors should note Environmental Protection Act 1994, Schedule 1 Exclusions relating to environmental nuisance or environmental harm sections 17A, 440 and 440Q Part 1 Environmental nuisance excluded from sections 440 and 440Q when performing these services.
- d) If regulatory Authorities impose quantitative limits on noise (for example, maximum noise levels or when noise can be generated) they are required to be complied with while providing WUC under each category of work specified.
- e) Implementation of alternative works practices, or staging works where possible and practical.
- f) Silencing / dampening of equipment where possible and no unnecessary idling of vehicles or plant

6.3.4 Waste and Resource Recovery

- a) The below Councils should be used when managing project waste:
 - i) AVOID unnecessary resource consumption;
 - ii) REDUCE waste generation and disposal;
 - iii) RE-USE waste resources without further manufacturing;
 - iv) RECYCLE waste resources to make the same or different products;
 - v) RECOVER waste resources, including the recovery of energy;
 - vi) TREAT waste before disposal;
 - vii) DISPOSE of waste only if there are no viable alternatives.

All litter must be collected, removed and disposed of by the Contractor once the Works are completed. The cost for litter disposal is the responsibility of the Contractor. If large items such as furniture have been illegally dumped the Superintendent's Representative must be advised, and the collection of large items will be the responsibility of Council. The Contractor shall be responsible for the security of the Contractor's Work Area and of construction plant and

materials.

Work sites shall be free from rubbish, waste materials and refuse of any description at all times. Disestablishment shall include removal of all surplus materials, rubbish, waste materials and refuse of any description from the work site and from all construction or storage areas.

- b) The Contractor and Operator must ensure that it is aware of its requirements under the Environmental Protection Act 1994, Section 440ZG Depositing prescribed water contaminants in waters.
- c) The Contractor is responsible to manage waste or recovered resources in a way that does not impact on environmental values as described under the Environmental Protection Act 1994.
- d) Where resources can be recovered and material may be fit for beneficial reuse, recovered resources must be taken to a facility that can lawfully receive these materials for reprocessing in accordance with the Environmental Protection Act 1994.
- e) Remaining waste materials must be taken to a facility that can lawfully receive these materials for disposal in accordance with the Environmental Protection Act 1994.
- f) Records must be kept and provided to the Superintendent on quantities of waste and recovered materials removed from the site and where the waste and recovered resources have been taken for disposal or reuse.

6.4.5 Biosecurity

- a) The Contractor and Operator are to comply with the Queensland Biosecurity Act 2014 and be aware of their General Biosecurity Obligation under this legislation, to ensure they take all reasonable and practical steps to minimise the risks associated with invasive plants under their control.

6.4.6 Protected Flora and Fauna

- a) Where the Contractor or Operator's activities in relation to this Contract may have an impact on any fauna species listed as threatened (extinct in the wild, endangered or vulnerable) under the Nature Conservation Act, or any threatened species breeding place, the contractor should report this to the Superintendent's Representative.
- b) Native vegetation is protected and regulated under the Nature Conservation Act 1992. Clearing and pruning should be kept to a minimum for the purposes necessary to maintain infrastructure located on the road, other than fences as per the exempt clearing work on land dedicated as a road under the Land Act 1994.

6.4.7 Cultural Heritage

- a) The Contractor and Operator are to comply with the Laws including the Queensland Aboriginal Cultural Heritage Act 2003 and Queensland Torres Strait Islander Cultural Heritage Act 2003 and take all reasonable and practicable measures to ensure an activity does not harm cultural heritage (the "cultural heritage duty of care").
- b) The Contractor and Operator are to comply with the Laws including the Queensland Heritage Act 1992 and take all reasonable and practicable measures to ensure an activity does not harm cultural heritage.

- c) In the event an item of cultural heritage significance is detected, works must cease, and the Superintendent must be informed immediately.

6.4.8 Erosion and Sediment Control

- a) The Contractor shall be responsible for planning, implementing and maintaining all erosion and sediment control measures in accordance with industry best practice. Works must ensure that contaminated waters do not leave the project site and are contained in a manner that avoids pollution to waters as per the requirements under the Environment Protection Act 1994.

6.5 Quality Management System

- a) The Contractor/s must develop, implement, maintain and comply with a quality management system in accordance with AS/ NZS ISO 9001:2008 (or any higher standard that amends or replaces that standard); or
- b) Other applicable system as accepted by the Superintendent.
- c) The Contractor/s must provide the WUC in accordance with the provisions of Sections 7 Technical Standards and Section 8 Separable Portion Requirements within this document.

6.6 Risk Management System

- a) The Contractor/s must develop, implement, maintain and comply with a risk management system in accordance with AS1742.3 Clause 2.2.3 and AS/NZ ISO 31000 (or any higher standard that amends or replaces that standard); or
- b) Other applicable system as approved by the Superintendent.

6.7 Reporting and Site Specific Management Documentation and Compliance

6.7.1 Site Specific Reports & Plans

The Contractor/s will be required to develop Site specific Management Plans, which must be made available to the the Superintendent at the commencement of the WUC and during the life of the program of works. Any requirement for Site specific plans is to be approved by the Superintendent prior to commencement of works at a specific Site.

These include, but are not limited to:

- a) Safety
 - i) Construction Site Safety Plan;
 - ii) Incident/ Emergency Management Plan;
 - iii) WHS Site Management Plan
 - iv) Traffic Management Plan;
- b) Environment
 - i) Environmental Management Plan (including Fauna/ Flora/ Cultural heritage protection);
 - ii) Erosion and Sediment Control Plan;
- c) Quality

- i) Quality Management Plan;
 - ii) Inspection Test Plans
 - iii) Non-conformance Reports;
- d) Communication
- i) Construction Programs;
 - ii) Communication Management Plan

6.7.2 Program of Works Reporting

As a minimum the following reports shall be utilised during the Contract Term to ensure delivery of the Program of Work, validation of completed work and the management of the Site. The the Superintendent may require additional reports or changes to the listed reports during the term of the Contract.

Regular communication with the Principal and its Superintendent and Superintendent's Representative throughout the WUC is required.

Program of Work Reporting			
Report Number	Report Title	Responsible Party	Frequency
A	Weekly Work Schedule	Contractor	Weekly – each Thursday
B	Monthly Progress Report	Contractor	Monthly – by the 25th of each month

6.7.3 Weekly Work Schedule

Provide the Superintendent with a weekly progress update via email by close of business on a Thursday. The update shall include progress from the previous week, planned works for the next week, and any contract delivery issues.

6.7.4 Monthly Progress Report

The Contractor shall provide in an Excel Format, a Project Schedule Report to the Superintendent by the date nominated by the Superintendent including but not limited to the following information:

- a) List of completed sites including start and completion dates
- b) List of incomplete sites including actual/planned start and planned completion dates
- c) List of Audits Completed on site including Process and Final Product Audits and associated outcome (i.e. Compliant, Observation / Low Risk / Medium Risk / High Risk);
- d) List of Incidents and/or Near Misses including incident date including whether the incident was a Lost time and/or Medical Treatment injury.
- e) List of all staff and subcontract resources employed for the provision of the WUC

- including man hours worked for the month in review.
- f) Adjusted monthly expenditure and cash flow.

6.8 Incidents and Reporting

As a minimum the Contractor must provide verbal and or telephone advice by close of business on the day of the occurrence to the Superintendent in the event of the following:

- a) Any Environmental or Quality incident, near miss or any other high-risk event.
- b) Receipt of a complaint.
- c) Any significant disruption to the program of WUC being provided.
- d) Any damage to the Council's or other parties' property or essential services.
- e) Any unserviceable network infrastructure identified at the Worksite.

Provide a written incident report within two full Business Days.

The Contractor must advise the Superintendent of any notifiable workplace incidents that occur while working on behalf of the Council. Verbal and or telephone advice is required by close of business on the day of the occurrence. The Superintendent may require that the Contractor complete the Council's incident report form.

The Contractor is required to notify any Statutory Body if an incident arises out of the conduct of a business or undertaking that results in the death, serious injury or serious illness of a person or involves a dangerous event.

The Contractor is required to notify the Department of Environment and Science if an incident arises out of the conduct of a business or undertaking that may have caused or threatens serious or material environmental harm.

6.9 Qualifications and Training of Staff

The Contractor:

- a) Assumes full responsibility for ensuring Operators are assessed as competent for the tasks being undertaken.
- b) Provides competency training under the Authorisation of a Registered Training Organisation (RTO) with appropriate scope where applicable.

All machinery is to be controlled by competent operators in possession of appropriate and current licenses/tickets.

The Contractor and their employees must hold a current 30215 QLD General Safety Induction (Construction Industry) Card, with copies to be forwarded to the Superintendent prior to any employees undertaking duties under this contract.

For new staff, prior to commencing work, the Contractor shall forward to the Superintendent copies of all appropriate licenses and certificates and induction documentation.

The Contractor must provide adequate information, instruction, training and supervision to ensure that all employees are able to work in a safe manner. Skills and competencies must match the work activities within the contract. This includes plant operator tickets, statutory licensing and competency records. Copies of documents and records may be requested at any time during a Site audit conducted by the Superintendent's nominated Representative.

Personnel Details

- a) The Contractor/s shall maintain a schedule of all employees utilised for the provision of WUC

- i) Staff names
- ii) Staff levels
- iii) Staff years of experience
- iv) All appropriate qualifications,
- v) All required licenses

b) The Contractor shall and make available to the Superintendent or Representative upon request and reported to the the Superintendent monthly.

6.11 Performance management

Results from all audits shall be collated and a report compiled. This report will be used as an indicator of contract performance and may also be used to assist with customer complaints and management.

The Contractor will receive regular feedback on their performance from the Superintendent or Representative during the term of the Contract in an electronic format and during regular Performance Review Meetings.

The Superintendent or Representative will undertake audits of the Contractor's Management systems and processes. These audits monitor compliance with the accepted procedures and statutory obligations.

The Contractor must ensure that it cooperates and assists the Superintendent with any audit the Superintendent may conduct in relation to the Contractor's compliance with the Contract.

Where a breach of Contract Terms and Conditions or persistent poor performance is identified, the Superintendent, shall issue an Improvement Notice to the Contractor in accordance with the provision of the Contract.

The Contractor must undertake the necessary actions to meet the requirements of the Notice.

The Notice will be placed on the Improvement Notice Register as a record of the Contractor's ongoing Contract Performance.

7. STANDARDS

This section outlines the Technical Standards, Guidelines, Codes of Practice and other documentation applicable to works performed under the Contract. The Contractor shall ensure all works are compliant with the Standards. Any deviation from the Standards must have the written approval of the Superintendent or Delegated Officer. These Standards shall extend to all sub-contractors.

7.1 Gravel Specification

The gravel material shall meet the specification specified in Banana Shire Council Standard Drawing R003-A, Tables "Banana Shire Council Gravel – Material Properties" and "Banana Shire Council Gravel Material Screening".

7.2 Technical Standards

- a) Queensland Reconstruction Authority (QRA) Treatment Guide 2020–21 – July 2021
- b) The current version of the applicable Institute of Public Works Engineering Australia – Design Guidelines for Lower Order Road (Website <http://www.ipweaq.com>)

- c) Department of Transport and Main Roads Specification (Measurement)
 - i) MRS01 Introduction to Technical Specifications
 - ii) MRS02 Provision for Traffic and Annexure

- d) Department of Transport and Main Roads Technical Specifications
 - i) MRTS01 Introduction to Technical Specifications
 - ii) MRTS02 Provision for Traffic
 - iii) MRTS03 Drainage Structures, Retaining Structures and Embankment Slope Protections
 - iv) MRTS04 General Earthworks
 - v) MRTS05 Unbound Pavements
 - vi) MRTS14 Road Furniture
 - vii) MRTS27 Geotextiles Separation and Filtration
 - viii) MRTS50 Specific Quality System Requirements
 - ix) MRTS52 Erosion and Sediment Control
 - x) QGTTM Queensland Guide to Temporary Traffic management
 - xi) AGTTM Austroads Guide to Temporary Traffic Management

7.3 Codes of Practice

- a) The National Code of Practice for the Construction Industry 2018
- b) Traffic Management for Construction or Maintenance Work Code of Practice 2008

7.4 Australian Standards

All materials and processing, where not otherwise specified herein, shall be in accordance with the relevant Australian Standards (AS) and referred to only by their allocated AS number. The latest available edition of those AS shall apply. Materials used for works under this Contract must conform to the standards.

- a) AS1141 – 2021 Methods for Sampling and Testing Aggregates

8. WORK CATEGORY REQUIREMENTS

8.1 General Standards

8.1.1 Material Requirements

The gravel material shall meet the specification specified in Banana Shire Council Standard Drawing R003-A, Tables “Banana Shire Council Gravel – Material Properties” and “Banana Shire Council Gravel Material Screening”.

Maintenance Gravel is to comply with the following requirements:

- (a) Shrinkage Product: 100-365 (calculated: Linear Shrinkage x Percent Passing 0.425mm sieve)
- (b) Grading Coefficient: 16-34 (calculated: { [Percent Passing 26.5mm sieve – Percent Passing 2.36mm sieve] x Percent Passing 4.75mm sieve} /100)
- (c) Gravel must have a minimum 4 day Soak CBR: Min 40 (at 98% STD MDD)
- (d) Gravel finished surface tolerance is +/- 10mm

The gravel material shall meet the specification as follows.

Table 1: Gravel specifications

Sieve Size	% passing for all maximum sizes
37.5	100
26.5	90 – 100
19	80 – 100
2.36	35 – 65
0.425	15 – 50
0.075	10 – 40

Initial testing shall occur at the stockpile site before delivery. Where relevant, the material is to be tested for:

- a) Grading;
- b) Plasticity Index;
- c) California Bearing Ratio;
- d) Optimum Moisture Content; and
- e) Density.

It is at the Superintendent's discretion that the frequency or the characteristics tested may be relaxed, and the Superintendent may vary the testing regime due to material quality performance, Quality Assurance processes and on site verification.

Gravel finished surface tolerance is +/- 10mm.

8.1.2 Tyning / Cutting

Where grading or degrading of the existing pavement is required, the Contractor shall undertake light cutting / tyning in accordance with the QRA Treatment Guide and shall not disturb any subgrade.

8.1.3 Electronic Program of Work

The Contractor shall use a program of work developed from Appendix C – Schedule K1 – Price Schedule to confirm the Site GPS locations, chainage, direction of works, site extents and treatment types. The Contract may adapt the schedule to support the most productive delivery the program. However, no changes may be made to the base data.

8.1.4 Hold Points & Witness Points

A Hold Point is defined as a position in the progress of the works, beyond which further work shall not proceed without mandatory verification by the CQR and the Superintendent. To obtain authorisation to proceed, the Contractor shall ensure that all work lots or work items affected by the lot or item in question are conforming.

Mandatory Hold Points shall apply prior to commencement of designated work lots or work items. Mandatory Hold Points shall be verified by the Superintendent. The Contractor's Quality System shall include at least the following Hold Points. Those marked "Mandatory" shall be Mandatory Hold Points.

DNR Approval for Water Extraction	MANDATORY HOLD POINT
Completion of Dilapidation Survey	MANDATORY HOLD POINT

The Superintendent may direct the Contractor to insert additional Hold Points (including Mandatory Hold Points) in the Contractor's Inspection and Test Plans. The Superintendent may direct that any Mandatory Hold Point indicated in the Contractor's Inspection and Test Plans shall not be a Mandatory Hold Point.

A Witness Point is defined as a position in the progress of the works where the Contractor must notify the CQR and the Superintendent prior to proceeding and the option for witnessing the inspection or test may be exercised. If any do not attend, then work may nevertheless proceed, unless otherwise instructed.

An Inspection Point is defined as a position in the progress of the works where the Superintendent is required to inspect an activity.

When the Contractor is required to give notice to the Superintendent for inspections in accordance with the Contract, the Contractor should arrange to have a representative freely available for consultation during the inspection. The Contractor should also supply all equipment and labour requested by the Superintendent to check any dimensions, levels, bearings or build quality relating to the works.

The Contractor shall be liable for any costs relating to additional inspections that are required as a result of the Contractor not being ready to facilitate an inspection.

Inspections are to be timed to minimise the number of times that the Superintendent is required to travel to Site.

Random audit type inspections of the works, site and Contractor's documentation of the works may be undertaken by the Superintendent at any time.

The Quality Management Plan shall address all Inspection, Hold and Witness Points identified elsewhere in the Contract, Specifications, TMR Specifications and applicable standards, including but not limited to the following:

Job Description	Inspection/ Witness / Hold Point
Setting out of the works: Including signage, traffic control, extent of the works, notification of residents and site facilities	Hold Point
Non-conformance to any specified criteria	Hold Point
Proof roll of subgrade and pavement layers (where required)	Inspection Point
Inspection of formwork and reinforcement prior to placing concrete (where required)	Hold Point

Placing of material (where required)	Witness Point
Final inspection prior to Practical Completion	Hold Point

The Contractor shall give the Superintendent not less than forty-eight (48) hours' notice of their intention for an Inspection, Witness or Hold point to be undertaken.

The Superintendent shall have the right to enter, for the purpose of inspection and testing at any time during working hours, any premises where articles for inclusion in the works are being manufactured or stored. The Contractor shall afford the Superintendent every opportunity to inspect any article which is manufactured or stored off-site prior to delivery to the site for inclusion in the works.

8.1.4 Proceeding beyond a Hold Point or Witness Point

The Contractor shall give the Superintendent not less than two (2) working days' notice of its intention to proceed beyond a Hold Point.

The Contractor shall give the Superintendent not less than one (1) working days' notice of its intention to proceed beyond a Witness Point.

The Contractor shall ensure that all work lots or work items affected by the lot or item in question are conforming; and that all Conformance Reports for all work lots or work items affected by the lot or item in question have been made available to the Superintendent at least 6 working hours prior to the time the Contractor intends to proceed with the lot or item in question, thus ensuring that defective work are not built-in.

In the event of any non-conformance to the requirements of the Scope of Works, the Contractor shall immediately advise the Superintendent the details of such non-conformance, including location in the Works, and the proposed remedial actions.

8.1.5 Completed Work Evidence

The Contractor is to provide the Superintendent the following as a minimum as evidence for completed works:

- (i) Completed Inspection Test Plans with associated checklists and testing certificates;
- (ii) Gravel and Spoil Dockets
- (iii) Completed lot register; and
- (iv) Construction Photos.

8.2 Unsealed Road Treatments

8.2.1 Gravel Resheeting

a) Work Operations

The following operations shall be included as part of this Activity:

- a. The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

- b. The de-grassing and tyning of the existing pavement, the supply, cartage and incorporation of gravel (maximum depth of additional layer to be 150 mm) and water, mixing compaction and trimming of the pavement material. The gravel material shall be tipped in a continuous and neat windrow along the shoulder of the roadway. A minimum width of 3.5m smooth, gravel free and safe traffic lane shall be allowed at all times for traffic vehicles with the adequate signage in place as per the MUTCD Part 3.
- c. Supply, load, cart, spread and compact TMR Type 2.5 (min CBR 15%) base course material (compacted volume)
- d. The trimming and rolling to shape of the compacted re-sheeted formation.
- e. All other operations included in the Applicable Specification.
- f. Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

b) Restoration Standard

All grass and other vegetation shall be removed from the work area and disposed of in an approved manner. The existing formation material shall be shaped to form a surface parallel to the planned finished surface of the shoulder. This surface shall be wide enough to enable the completed formation to conform to the cross-section shape specified in the contract. Where the reformed surface is greater than 75 mm below the planned finished surface, the surface shall be watered and compacted to a firm condition with no visible vertical movement under the compaction equipment before material is added. Where the reformed surface is less than 75 mm below the planned finished surface, the surface shall be scarified to a depth of 75 mm below the planned finished surface and watered to enable compaction after new material has been added.

No water shall pond on the surface. The graded surface shall be watered and rolled to provide a sound tight surface with minimal loose stones and no visible vertical movement. The cross section shall be visually uniform

c) Testing Requirements

WITNESS POINT – for proof rolling of completed works.

Gravel resheeting (100mm or 150mm incorporated) shall be compacted to 100% MDD. The MDD of the finished pavement be determined using test methods in accordance with AS1289. The frequency of the tests shall be 1 test per 100m³ or 1 test per road, which is greater.

Construction	
Compaction subgrade	Proof roll (GVM 20t vehicle) – no visible deflection
Compaction pavement	Proof roll (GVM 20t vehicle) – no visible deflection

**

HOLD POINT

The finished surface of the gravel re-sheeting layer shall have a uniform surface with coarse particles slightly exposed and free from loose, segregated and contaminated areas.

**

HOLD POINT

The crossfall shall be 4% on straight sections with a tolerance of +/- 0.5%.

Material	
Approval for use	All materials need to be approved for use by the Superintendent prior to use.

Construction	
Segregation (Grading) – Visual	1/500m of road
Geometrics	
Horizontal, width compliance check	1 test per 100m
Crossfall primary	1 test per 50m (3 points across width)
Vertical, straight edge	1 test per 100m (L & R) (max deviation from a straight edge < 8mm).
Depth	Material Delivery dockets to verify quantity. Layer thickness

8.2.3 Project Specific Construction - General

General and specific construction notes included in the Drawings are to be followed. The following notes refer to the specific section within the design notes:

1. General Notes
2. Quality Notes
3. Site Management
4. Clearing
5. Tolerances
6. Compaction
7. Excavation
8. Filling
9. Subgrade Preparation
10. Geotextiles
11. Rock Filling

Samples general

Submit to the testing authority samples of the following:

- i) each type of imported fill.
- ii) Each type of excavated material, which is to be re-used as select fill or embankment fill in the works.

8.2.4 Definitions

- i) Description and classification of soils: to as 1726.
- ii) Bad ground: ground unsuitable for the purposes of the works, including filling liable to subsidence; ground full of vegetative matter; ground containing cavities, faults or fissures; ground contaminated by harmful substances including oil, cement and chemicals; ground containing acid sulphate soil; or ground which is or becomes soft, wet and unstable; and the like.
- iii) Non-rippable material: as defined in clause 7.8. Line of influence: a line extending downward and outward from the bottom edge of a footing, slab or pavement and defining the extent of foundation material having influence on the stability or support of the footings, slab or pavement.
- iv) Subgrade: the prepared formation on which a pavement or slab is constructed or the top portion of earthworks immediately below the pavement or slab. Subgrade is considered to be the top 150 mm in cuttings and the top 300 mm in embankment

- unless stated otherwise. Subgrade level: the top surface of the prepared subgrade on which a pavement or slab is constructed.
- v) Relative compaction: the ratio between the critical zone (trees): the area described by the greater of the vertical projection of the canopy or a radius of ten times the tree trunk diameter and extending to a depth of 750 mm below the ground.

8.3 Units of Measurement

The following units of measure shall be applied to all Works performed under the contract:

PRELIMINARIES	
Building and Construction Industry Fee and Levy:	
Notifiable Project Fee	Item
Portable Long Service Levy	Item
Audit Testing as directed by Superintendent (Prov. Sum - If ordered)	PS
"As-built" Survey and provision of as-constructed drawings to Council format	Item
Quality Testing	Item
Relocating existing services (Prov. Sum - If ordered)	PS
Development of Management Plans:	
Traffic Management Plan	Item
Quality Management Plan	Item
Workplace Health and Safety Management Plan	Item
Implementation of Management Plans:	
Traffic Management Plan	Item
Quality Management Plan	Item
Workplace Health and Safety Management Plan	Item
Set out and Establishment	
Setting out works	Item
Project sign and public notification	Item
Site establishment and disestablishment	Item
EROSION AND SEDIMENT CONTROL	
Development of Contractors Erosion and Sediment Control Plan in Accordance with the requirements of Legislative requirements (<i>Environmental Protection Act, 1994</i>)	Item
Implementation of Erosion and Sediment Control Plan in accordance to Item 2.01	Item

EARTHWORKS	
Clear, grub and dispose of material off site as directed by the Superintendent (Provisional Qty)	m ²
Detailed excavation to meet required profile and remove spoil from Site (Provisional Sum)	m ³
Remove unsuitable material, dispose of on the Principal's property where directed and reinstate with acceptable materials from the Principal's property (Provisional Qty)	m ³
ROADWORKS	
Road Edge Guide Posts (Provisional Quantity)	No.
Grade and trim pavement box	m ³
Supply, load, cart, spread and compact TMR Type 2.5 (min CBR 15%) base course material (compacted volume)	m ³
Speed Limit Sign R4-1A (Provisional Quantity, If Ordered)	No.
GEOTECHNICAL WORKS	
Design Validation	
Supply and Install, Design Validation Soil Nails complete in accordance with Project Drawings. Including grouting, centralisers, Nuts, Bearing Washers, and other ancillary items.	lm
Acceptance Testing - Anchors	No.
Production	
Supply and Install, Soil Nails complete in accordance with Project Drawings. Including grouting, centralisers, Nuts, Bearing Washers, and other ancillary items.	lm
Supply and install Horizontal Drains in accordance with Project Drawings	lm
Supply and Install, Mac-Mat-R accordance with Project Drawings. Including tie down trenching at crest, fixing pins along the face, Connection with Adjoining pannels	m ²
Acceptance Testing - Anchors	No.
Supply all plant, labour and materials required to install geofabric backing to rock armouring along the failure zone	m ²
Supply all plant, labour and materials required to load, cart, spread and compact Rock Armouring to site face	m ³
LANDSCAPING	
Preparation of a Soil Management Plan – Construction – Form A	LS
Topsoil sampling and testing – Form C (Provisional Quantity)	set of tests
Manufactured site topsoil sampling and testing – Form D (Provisional Quantity)	set of tests
Manufactured site topsoil (Provisional Quantity, if ordered)	m ³
Harvesting of site seed material [Native species - Grass/ Shrubbery]	LS

Removal and stockpiling of Topsoil [150mm deep] on site in accordance with the directions of the Superintendent	m ²
Installation of ameliorants to subsoil	m ²
Ripping, cultivation, roughening	m ²
Installation of topsoil [150mm]	m ²
Supply and install Hydromulch - bonded fibre matrix [Enviroloc] - or approved equivalent in accordance with Project Drawings	m ²
Supply and install Hydromulch - bonded fibre matrix [Enviroloc] - or approved equivalent in accordance with Project Drawings (Provisional -If Ordered)	m ²
Establishment Period [12 weeks]	LS
Establishment Period Watering (Provisional Quantity)	LS
Monitoring Period [12 weeks]	LS
Monitoring Period Watering (Provisional Quantity)	LS
Any other item necessary for the completion of the Works not included above, which, in the opinion of the Tenderer, requires pricing (Tenderer to provide details of each additional item with associated cost)	Item
MISCELLANEOUS	
Any other item necessary for the completion of the Works not included above, which, in the opinion of the Tenderer, requires pricing (Tenderer to provide details of each additional item with associated cost)	Item

8.4 Salvaged Materials

Unless otherwise stated, all materials, plant equipment, fixtures and other items salvaged from the Site of the Works shall be the property of the Principal and shall not be removed from the site without the prior approval of the Superintendent. The Superintendent is to be immediately consulted when any find is made that is considered of relevant heritage value.

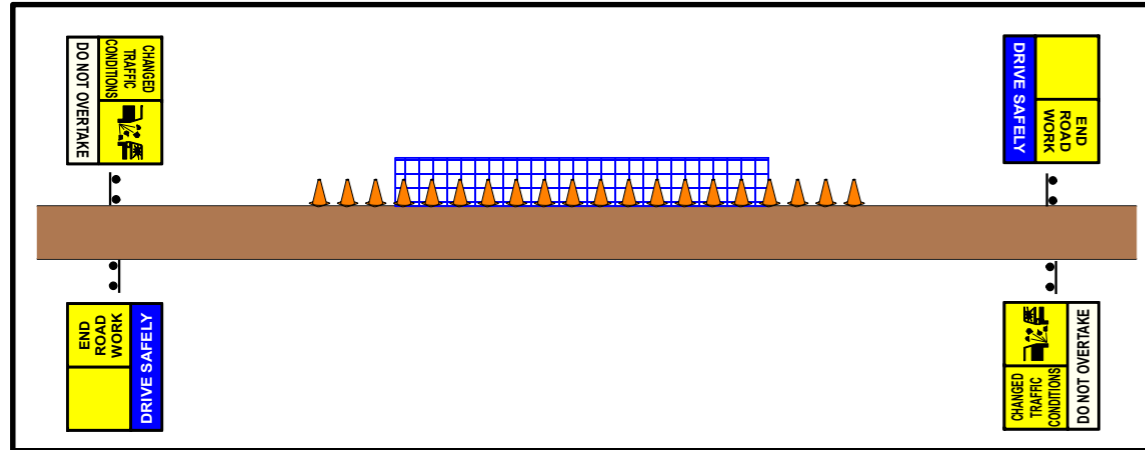
The Contractor is to obtain written approval from the Superintendent prior to removal from site of any material or material which is or may be suitable for use as fill on the site. Material which is unsuitable for re-use should be transported and dumped in an approved dump area.

Approval for dumping of materials, not otherwise designated, should be obtained from the Superintendent.

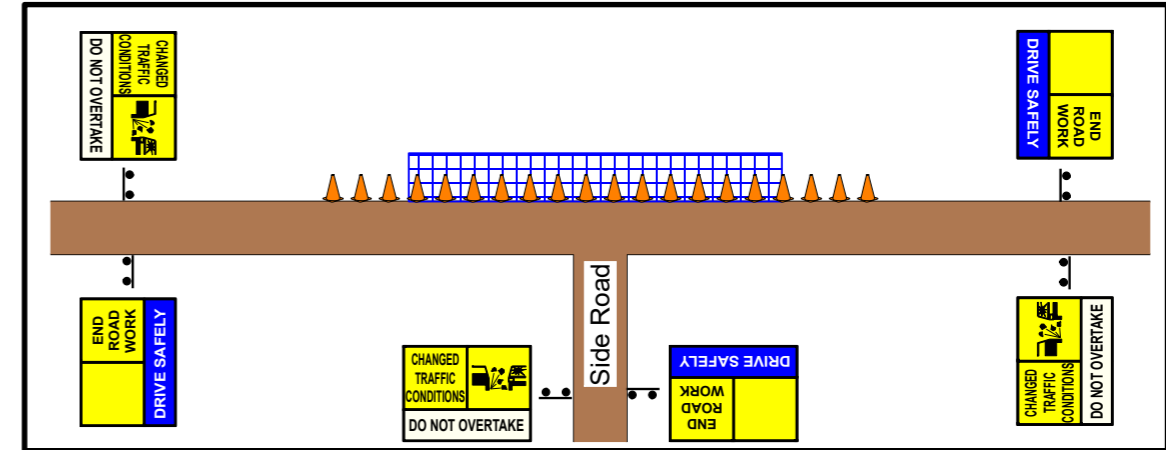
Council operates a spoil permit system where residents can request approval to access spoil material. Disposal of spoil material to local residents is as by written direction and approval of the Superintendent. In these circumstances, The Contractor must be a willing participant in assisting with the management of this system

Unsealed Treatment Works - Signage Expectations

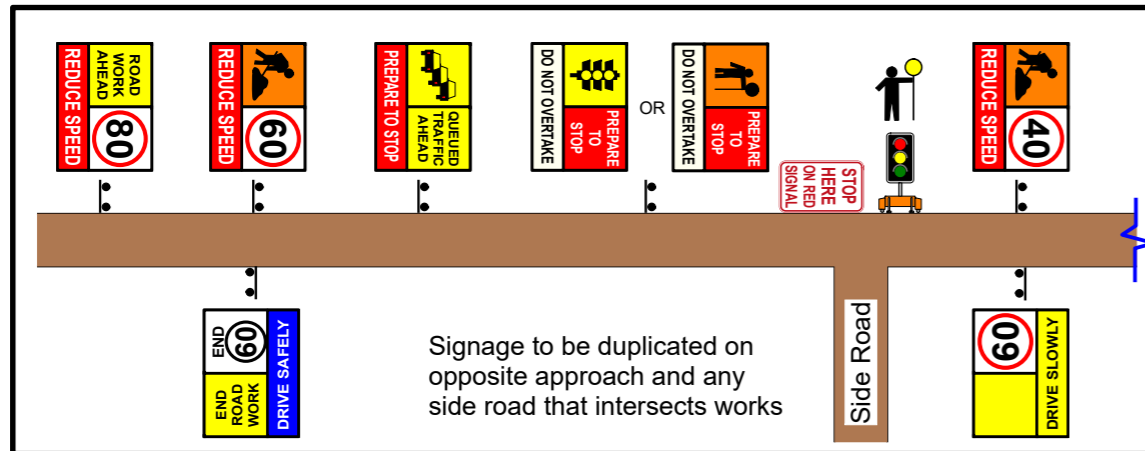
Stockpile Area



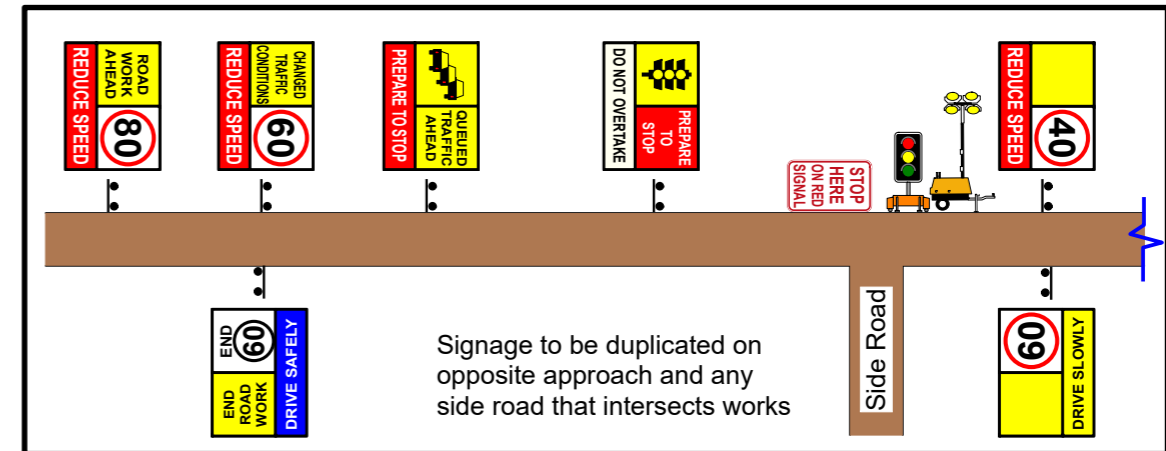
Stockpile Area - With Intersection



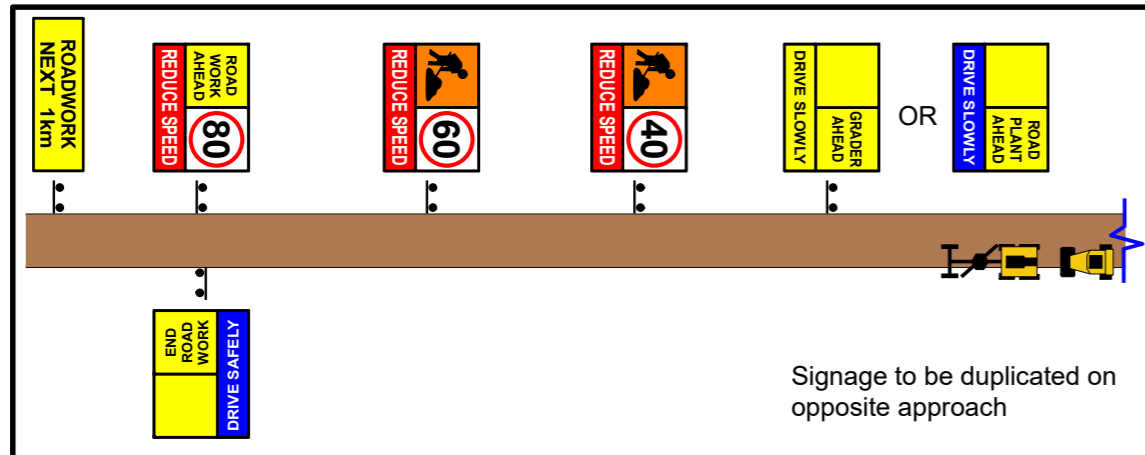
Unsealed Treatment Works - Within Traffic Lane - with TC



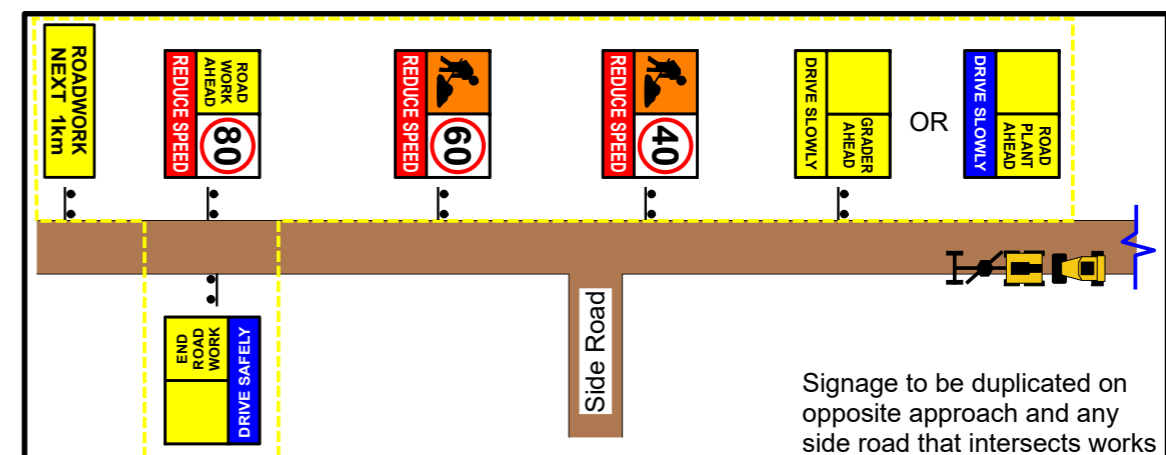
Unsealed Treatment Works - Within Traffic Lane - Aftercare



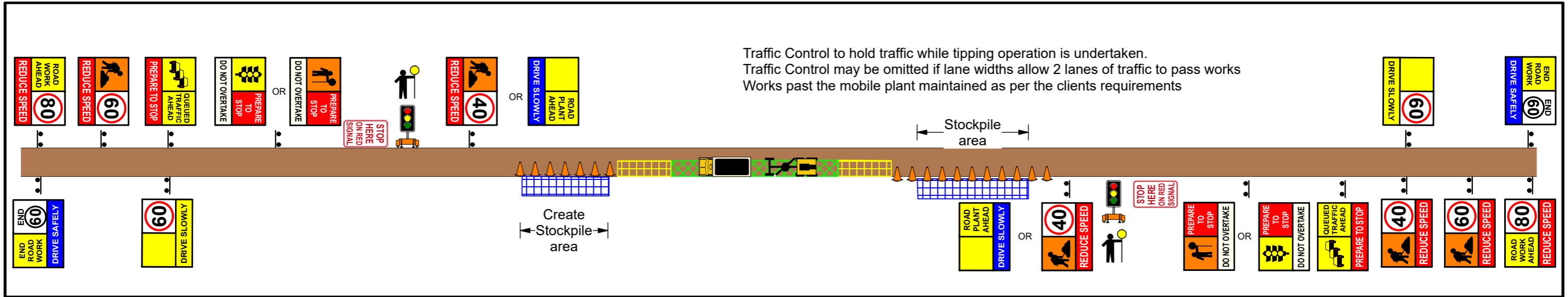
Unsealed Treatment Works - Within Traffic Lane



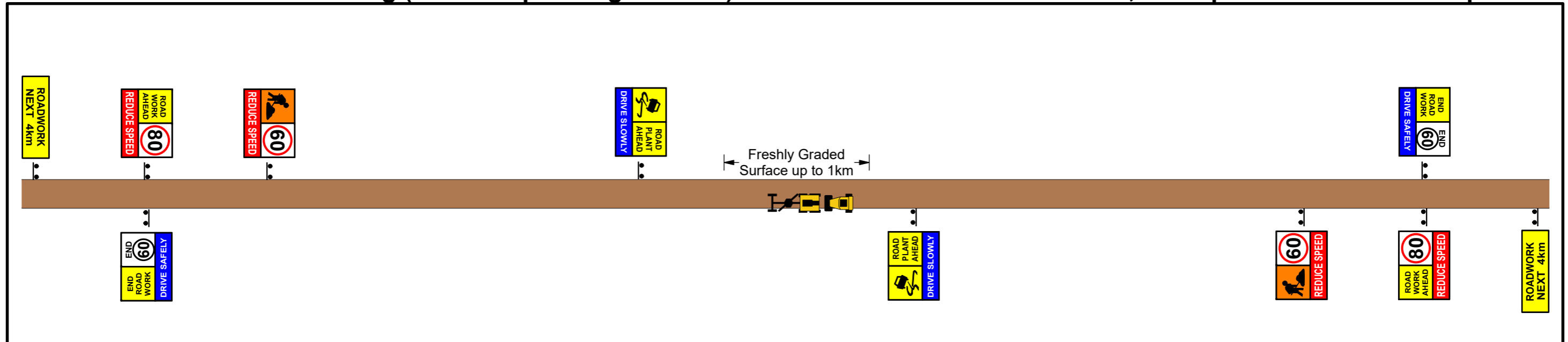
Unsealed Treatment Works - Within Traffic Lane with Intersection



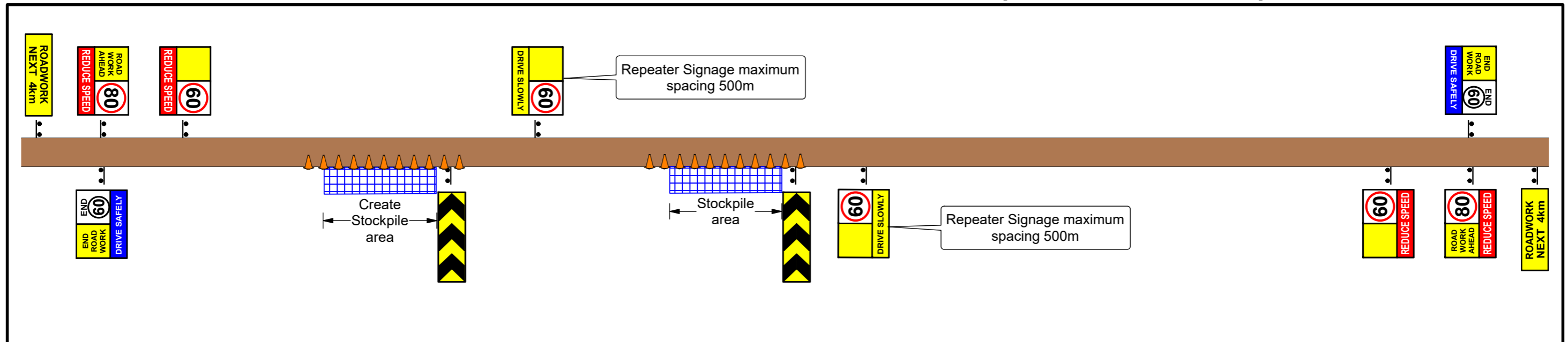
Formation Grading (including gravel resheeting) - Incorporating material (refer to treatments attached) - Within Traffic Lane



Formation Grading (Not incorporating material) - Within Traffic Lane - Work Area, Stockpile and Create Stockpile



Unsealed Treatment Works - Within Traffic Lane - Work Area, Stockpile and Create Stockpile - Aftercare



Notes to Traffic Guidance Scheme:

1. A site prestart meeting is to be undertaken prior to the start of works to ensure all workers understand the work activities and details of this TGS.
2. Copies of current licenses and relevant permits (i.e. TMR) must be kept on site and sighted by the Site Supervisor.
3. All conflicting devices indicated in TGS shall be covered and recorded in site drive through
4. Signs and devices shall be set out by a Traffic Management Implementation (TMI) officer or a person who has successfully completed Working in Proximity to Traffic Awareness Part 1 & 2 under the supervision of a Traffic Management Implementation (TMI) qualified officer.
5. Tolerances for signage and tapers/delineation: +25% or 10%, unless a distance, length or spacing is already given in the text or a figure as a maximum or a minimum (See AGTTM Pt 6 Sect 6.8)
6. Signs and devices are to be set out in the following sequence
 - i. Advanced warning and regulatory signage Non-Affected Side (Road Work Ahead and Workers Symbolic)
 - ii. Advanced warning and regulatory signage Affected Side (Road Work Ahead and Workers Symbolic)
 - iii. Intermediate advanced warning and regulatory signage and devices in advance of the taper or start of the work area.
 - iv. Delineating devices to form tapers using Bollards/Traffic Cones at spacings Tapers 4.0m max
 - v. Delineation of the work area with Bollards/Traffic Cones spacings as directed on TGS
 - vi All other required warning and regulatory signs including Termination signage and end of temporary speed zone signs
 - vii At Completion of works all signs and devices are to be removed in the reverse order to setup
7. Signage is to be placed 1 metre clear of the travelled path signage not to obstruct traffic or pedestrians or cyclists bike lanes. See Figure 1 and 2
8. Signage should face toward the approaching traffic at approximately right angles to the line of site of drivers.
9. When working within an intersection Stop and/or Give Way signs to be covered.
10. Traffic Controllers shall wear high visibility clothing as specified in the Traffic Controller Accreditation Scheme Approved Procedure (TCASAP) and SWMS.
11. Traffic Controllers are to be placed and have a safe and clear escape route that provides a minimum of 90m with a clear line of sight to oncoming traffic
12. Traffic Controllers shall be relieved of their duties after not more than 2 hours for a period of rest or other duties of at least 15 minutes.
13. Pedestrians will not be impeded during works as there are no footpaths
14. As there are no designated cycle ways, cyclists are to be treated in the same respect as vehicles.
15. Workmen and traffic controller/ signage shall be removed or covered (with opaque material) when there are no workers/ traffic controllers present.
16. Portable two-way radios in good working order shall be used for communication between Traffic Controllers and work crew.
17. NIGHT WORKS: Traffic Controllers carrying out any works at night, shall use night wands.
18. NIGHT WORKS: Lighting is required for the traffic control station and where workers or machinery are working close to traffic lanes, it is recommended that the entire work area be illuminated
19. Plant, vehicles and other items are not to be stored or erected in positions where they may create a hazard, obscure signs or block line of sight for approaching drivers or be positioned within safety buffer or termination zone.
20. All plant and vehicles operating on the roadway shall be equipped with vehicle mounted warning devices and activated when working on or adjacent to the road
21. All Emergency vehicles will have priority at all times when it is safe for the emergency vehicle to pass through/ around the job site, Site Supervisor/ Traffic Controller shall notify the site team to temporarily stop work or whatever action is practicable to allow emergency vehicle passage through the work zone.
22. TMI qualified officer shall conduct signage and work site checks at regular intervals this is to be documented along with the erection and dismantling of signage at the beginning and end of shift using relevant documents or other methods for recording, (approved tablet).

23. Road condition signs shall be placed at various locations if the freshly-grade surface has loose material that may be a hazard. One or more of the following may be required, depending on the nature and degree of hazard:

A. Slippery (symbolic) (T3-3).



B. Loose Stones (symbolic) (T3-9).



C. LOOSE SURFACE (T3-14).



24. A site specific risk assessment will be required prior to implementation to select a TGS to assessed as site suitable.
25. Works are to be conducted under the QRA Treatment Guide at the time of tender

Unsealed road treatments

All grading and resheet treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of the work area
- the removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government By-laws

Reference	Treatment	Unit
USP_LFG	Light formation grading	m
USP_MFG	Medium formation grading	m
USP_HFG	Heavy formation grading	m
USP_HFG50	Heavy formation grading incorporating 50mm of imported material	m ³
USP_HFG75	Heavy formation grading incorporating 75mm of imported material	m ³
USP_GR	Gravel resheeting (excludes supply of material)	m ³
USP_GR100	Gravel resheeting 100mm	m ³
USP_GR150	Gravel resheeting 150mm	m ³
USP_GMS	Gravel/material supply	m ³
USP_RSTD	Reshape table drain (1 side)	m

Refer to the following pages for details of treatment types

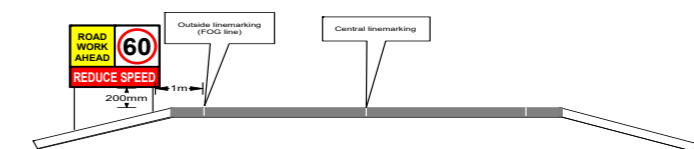


Figure 1 - example of sign positioning for short term (temporary) signage

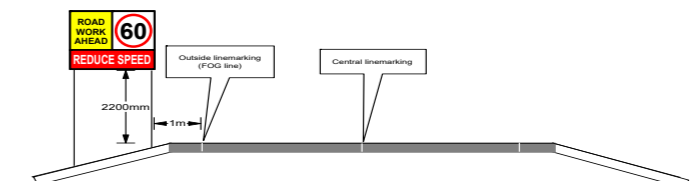


Figure 2 - example of sign positioning for long term (Permanent) signage