

**PART CH10B**  
**BITUMINOUS CONSTRUCTION GENERAL PROVISIONS**

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**ATTACHMENTS**

- Attachment A AE Lot Package Advice (Bituminous Surfacing Only)  
Attachment B Pavement Marking Advice (Bituminous Surfacing Only)  
Attachment C Site Inspection Sheet (Asphalt Only)  
Attachment D Checklist (Asphalt Only)  
Attachment E Daily Work Hour Sheet (Asphalt Only)  
Attachment F Agreed Standby Record (Asphalt Only)

Refer to [http://www.dpti.sa.gov.au/contractor\\_documents/specifications - division R roadworks](http://www.dpti.sa.gov.au/contractor_documents/specifications_-_division_R_roadworks) to obtain the attachments.

**1. WORKING DAYS AND HOURS OF WORK**

- .1 The Contractor's working days and working hours shall:
  - (a) not exceed those shown in the Schedule "Working Time" (if included in this Contract); and
  - (b) comply with any constraints included in:
    - .1 Part CH20 Provision for Traffic;
    - .2 Part CH50 Environmental Requirements – Bituminous.
- .2 If the Schedule "Working Time" is not included in this Contract, Sundays, Public Holidays, Rostered Days Off and the Christmas/New Year annual leave break are deemed to be non-working days.
- .3 The Contractor shall not work more than one shift per day exceeding 10 hours duration and shall not work on Sundays or public holidays without the prior approval of the Principal.
- .4 When calculating the date for Practical Completion pursuant to an extension of time being granted in accordance with the General Conditions of Contract, account shall be taken of non-working days that would normally fall in the extended period such that the number of ordinary working days in the extended period equals the number of days extension granted.

**2. PREQUALIFICATION**

- .1 Where the work listed in Table 8.1 forms part of the Contract, that work shall only be carried out by companies prequalified with DPTI (or accredited in the case of pavement marking) to the level specified in Table 2.1.

<b>Table 2.1 Prequalification</b>
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Pavement Marking	Painting Contractors Certification Program accreditation appropriate for the type of pavement marking (refer <a href="http://www.apas.gov.au/pccp">www.apas.gov.au/pccp</a> )
Pavement Materials	Appropriate category for the material specified
Workzone Traffic Management *	Category 1

\* Subject to compliance with Part CH20 Provision for Traffic, prequalification for Workzone Traffic Management is not required if the Contractor self performs the traffic control.

- .2 A list of companies who are prequalified with DPTI may be obtained from the following internet site: [https://www.dit.sa.gov.au/contractor\\_documents/prequalification](https://www.dit.sa.gov.au/contractor_documents/prequalification)

### **3. RECORDING OF ACTIVITIES**

- .1 On a daily basis, the Contractor shall record plant and labour activities against the appropriate lot on the Contractor's Daily Record Sheet (spray seals and slurry work) or Contractor's Daily Works Sheet (asphalt seals).
- .2 Within 14 days of the completion of each conforming lot, the Contractor shall forward the records listed below to the Principal:

#### **For spray seals and slurry:**

- (a) AE Lot Package Advice (refer Appendices);
- (b) Daily Record Sheet (vide Clause R26.15);
- (c) Aggregate, precoat and fabric properties (vide Clause R26.19);
- (d) any NCR and/or CAR; and
- (e) Pavement Marking Advice Sheet (if pavement making is included in this Contract).

#### **For asphalt work:**

- (a) Cover Sheet;
- (b) Contractor's Daily Record Sheet;
- (c) the Traffic Management Plan for the lot;
- (d) any NCR and/or CAR;
- (e) copy of Cart Notes;
- (f) Asphalt Test Sheet for all mixes used;
- (g) field compaction test results;
- (h) copy of Contractor's Profiling sheets; and
- (i) plan showing extent of works for the lot.

### **4. PROTECTION OF THE WORKS AND REINSTATEMENT OF DAMAGE**

- .1 The Contractor shall construct the works so to ensure that materials do not become unsuitable or damaged by the Contractor's work methods or insufficient protective measures. This includes maintaining the works so as to prevent deterioration in material properties between testing or acceptance of the work and the next stage of work commencing.
- .2 Additional payment will not be made where any additional work or additional materials are required to comply with this Clause or are required as a result of the Contractor's work methods.

### **5. PROPRIETARY PRODUCTS**

- .1 Where a proprietary product is specified in the Contract, that product shall be used in accordance with the manufacturer's instructions unless specified otherwise.
- .2 Where work is specified to be carried out "in accordance with the manufacturer's instructions", at least 2 working days prior to the use of the product, the Contractor shall provide a copy of all relevant instructions and performance criteria provided by the manufacturer. Provision of the instructions shall constitute a **HOLD POINT**.

- .3 Alternatives to specified products will be considered provided that sufficient information is submitted to the Principal. The Principal may approve or reject any proposed alternative product and will be under no obligation to approve any such proposal for the convenience of, or to assist, the Contractor.
- .4 Advertising markings and proprietary names of a permanent nature shall not be applied to any component where these markings will be visible in the completed Works.

## **6. UTILITY SERVICES**

- .1 **"Utility Services"** means any infrastructure directly associated with:
  - (a) transmitting electricity or telecommunications;
  - (b) transporting gases, liquids or solids (including water, sewerage, fuel and wastes); or
  - (c) communications / signalling for railway transportation.
- .2 **"Service Authority"** means any government, semi-government or private organisation responsible for the care and / or control of Utility Services.
- .3 The Contractor is responsible for arranging for the determination of the accurate location of services whenever necessary. The Contractor shall ensure that access to fire hydrants is maintained at all times.
- .4 The Principal is not liable for any damage to Utility Services or claims from Service Authorities resulting from the Contractor's failure to comply with the requirements of this Part.

### **Service Penetrants**

- .5 The Contractor shall ensure that the existing service penetrants (e.g. inspection pits, top stones and sewer lids) are exposed and flush with the adjoining surface after the completion of the works.
- .6 For spray seals, the Contractor shall use bituminous impregnated paper to cover the penetrants for each coat application prior to the application of the seal.
- .7 For planing and asphalt work, penetrants shall be replaced such that they are flush with the finished road surface at the end of each working day.
- .8 The following applies on the completion of each working day:

### **Planing**

- .9 All service castings shall be fully exposed and ramped.

### **Surface Course**

- .10 The location of all service castings shall be marked with paint on covering with asphalt. All castings shall be centrally exposed to a minimum diameter of 150 mm.

### **Costs Incurred by the Contractor**

- .11 The Contractor is deemed to be fully informed as to the nature and extent of the work necessary to accommodate the requirements of Service Authorities.
- .12 The Contractor is deemed to be aware of the policies of the Service Authorities in regard to:
  - (a) the locating of services and the costs thereof, and
  - (b) using appropriately trained and/or accredited personnel to perform work which affects the Utility Services.
- .13 Costs incurred by the Contractor as a result of relocation or protective measures required because of temporary works shall be borne by the Contractor. Separate payment will not be made for these costs. Compliance with the requirements of Service Authorities will not entitle the Contractor to an extension of time.

**7. FIRE PREVENTION**

- .1 The Contractor shall comply with the *Fire and Emergency Services Act 2005 (SA)*. If any of the work under Contract takes place during the Fire Danger Season, the Contractor’s Quality Plan, Environmental Management Plan or Work Health and Safety Management Plan shall include procedures / instructions which address the following at a minimum:
  - (a) training of personnel;
  - (b) monitoring the declaration of Total Fire Ban days;
  - (c) liaising with the Country Fire Service, Metropolitan Fire Service and / or local council;
  - (d) applying for Schedule 10 permits if appropriate;
  - (e) implementing measures to identify and mitigate fire hazards;
  - (f) working on Total Fire Ban days;
  - (g) ensuring grinders, welders, chainsaws, grass trimmers, lawn mowers, slashers or similar equipment are only used in accordance with the requirements the *Fire and Emergency Services Act*;
  - (h) emergency response in the event of a fire; and
  - (i) all other relevant requirements the *Fire and Emergency Services Act*;
- .2 The Contractor shall:
  - (a) ensure that any vehicle driven off road has a compliant exhaust system;
  - (b) provide each work crew with appropriate extinguishers and firefighting equipment on Site;
  - (c) notify the Principal if it intends to work on days of high fire danger;
  - (d) provide the Principal with a copy of any Schedule 10 permit obtained for the work under the Contract;
  - (e) ensure that any fire (where permitted under the Contract) complies with the requirements the *Fire and Emergency Services Act*; and
  - (f) immediately notify the Principal in the event of any unplanned fire initiated at the Site.

**8. VIBRATING COMPACTION EQUIPMENT**

- .1 The use of vibrating compaction equipment shall comply with Table 8:

<b>Table 8.1 Maximum Permitted Centrifugal Force of Compaction Equipment</b>	
Asphalt on bridge decks:	30 kN
Asphalt not on bridge decks:	No maximum
Work other than asphalt:	30 kN

**9. MATERIALS**

**Materials Supplied by the Principal**

- .1 If materials are to be supplied by the Principal, the Contractor shall, in the presence of the Principal, inspect for conformance all items supplied by the Principal. The Contractor shall issue the Principal with a receipt for these items and shall thereafter be responsible for their care. All other materials shall be supplied by the Contractor.

**Road Making Materials**

- .2 Any material listed in the Contract with a prefix of SP, RB, PM, SPM and SA shall comply with Part R15 Supply of Pavement Materials.
- .3 Road making materials from two or more sources shall not be mixed on site. Where road making materials from two or more sources are to be used on site the different materials shall be used in clearly definable separate sections of work to allow material testing to be carried out for each material.

**Use of Stack Sites**

- .4 Where it is necessary for the Contractor to use a stack site, the Contractor is responsible for all aspects relating to the use of the stack sites, including verifying its suitability for use, preparation, environmental management and rehabilitation. Upon completion of the work, any stacksites used by the Contractor during the Contract shall be restored at least to its original condition in accordance with Part CH500B Environmental Requirements within one month after the Date of Practical Completion and any Contractor supplied surplus material removed from the site.

#### **10. WEIGHING OF MATERIAL**

- .1 This Clause applies only if separate payment is to be made per tonne for materials.
- .2 The Contractor shall weigh all materials listed as being paid for per tonne at a licensed weighbridge or on a weighing device supplied by the Contractor. The mass of material shall be determined from weigh notes on a weighing device approved by NATA. A separate weigh note shall be supplied for each load. Weigh notes shall be supplied daily, setting out the truck numbers, their tare and gross mass and the net mass of the mix in tonnes. Weigh notes shall be numbered and used consecutively.
- .3 The Principal has the right to check the weighing device and to check weighings on any load. In the event of any shortage in masses such check weighings shall determine a proportionate reduction of all mix supplied between the time of the check weighing and any previous checks.

#### **11. TESTING**

- .1 The Contractor shall use the Test Procedures listed in the Clause "Test Procedures" in each Part to verify conformance with the Specification. The procedures shall be those current at the date 14 days prior to the date of submission of tender. Test Procedures are available from:  
[https://www.dit.sa.gov.au/standards/test\\_procedures](https://www.dit.sa.gov.au/standards/test_procedures)

#### **12. MEASUREMENT**

- .1 The method of measurement for items in the Schedule of Rates which have been defined by Lots shall be determined by the aggregation of all conforming Lots. Payment will only be made for conforming Lots. Unless otherwise specified all measurements shall be net, any custom to the contrary notwithstanding.
- .2 The Contractor shall submit to the Principal a detailed statement containing the aggregation of all conforming lots for each scheduled item. Within 21 days after receipt by the Principal of such a statement, the Principal shall determine the value of the work carried out and incorporated and issue a progress payment.

#### **13. TIME RELATED COSTS**

- .1 In the event that the Contractor cannot proceed with the work because:
  - (a) the Principal is unavailable to release a Hold Point, as required by the Specification; or
  - (b) the Principal has directed the Contractor to cease work, without leaving the work site, for reasons outside the control of the Contractor,
  - (c) the Principal will make payment for delay costs and a commensurate Extension of Time will be issued. A provisional quantity may be included in the Schedule of Rates for such payment. Payment for delay costs will not be made where the Principal directs a change in quantities.
- .2 Any payment made pursuant to clause 14 is subject to the following:
  - (a) there will be no payment for any delay period less than one hour; and
  - (b) the delay period will be 8 hours less any time worked by the Contractor on that day.

#### **14. ESTABLISHMENT AND RE-ESTABLISHMENT**

- .1 If an item for Establishment has been included in the Schedule of Rates, the rate is deemed to allow for the erection and removal of any Advance Roadworks Signs and establishment of plant and crew at each project. One payment per project will be made. The distance to each project location shall be measured radially from the GPO, Adelaide.

- .2 If an item for Site Re-establishment has been included in the Schedule of Rates, the rate shall apply in the event that the Principal directs that work on any individual site is to be undertaken on a separate visit(s). The rate will only be paid for subsequent visits and not the initial visit.

**15. INSPECTION OF WORK SITES**

- .1 This Clause only applies if the supply and laying of asphalt is included in the Works.
- .2 Asphalt Works Site Inspection sheets as per sample attached in Attachment C will be provided for both the Contractor's and Principal's on site representatives to jointly inspect each section of work under this Contract both prior to commencement and after the completion of the works.

**16. HOLD POINTS**

- .1 The following is a summary of Hold Points referenced in this Part:

CLAUSE REF.	HOLD POINT	RESPONSE TIME
5.	Manufacturer's instructions	1 working day

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