

PART CH10W**MARINE WORKS - GENERAL PROVISIONS****CONTENTS**

1. CONTRACTOR'S PROGRAM
 2. LIMITATIONS ON PROGRAMMING AND SEQUENCE OF WORK
 3. CONTRACT MEETINGS
 4. CONTRACTOR'S PERSONNEL
 5. RECORDING OF ACTIVITIES
 6. WORKING DAYS AND HOURS OF WORK
 7. PROPRIETARY NAMES NOT TO BE DISPLAYED
 8. MANUFACTURERS' INSTRUCTIONS
 9. CONTRACTOR'S COMPOUND AND PRINCIPAL'S REQUIREMENTS
 10. FLOOD RESPONSIBILITY
 11. UTILITY SERVICES
 12. COUNCIL LIAISON
 13. EXPLOSIVES
 14. CONTROL OF FENCES AND GATES
 15. CLEARANCES FROM LANDHOLDERS
 16. MATERIALS
 17. MEASUREMENT
 18. PROTECTION OF THE WORKS AND REINSTATEMENT OF DAMAGE
 19. PLANT
 20. TEMPORARY NAVIGATION LIGHTS ON JETTIES
 21. DETERMINATION OF EXISTING EMBANKMENT / STRUCTURES
 22. HIGH WATER RESPONSIBILITY
 23. ACCESS FOR VESSELS
 24. WORKING MOORINGS
 25. SUNKEN CRAFT
 26. CLEAN UP AND SITE DAMAGES
 27. LATENT CONDITIONS
 28. HOLD POINTS
 29. VERIFICATION REQUIREMENTS AND RECORDS
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1. CONTRACTOR'S PROGRAM

- .1 Prior to the commencement of work under the Contract, the Contractor shall prepare and submit a baseline Contractor's Program, which includes a construction program. The Program shall be detailed to show the minimum duration of each item of work under the Contract.
- .2 Each month the Contractor shall submit a revised program to the Principal. In addition, the Principal may direct that a revised program is required at any time, in which case the Contractor shall submit a revised program within 7 days of the direction.

2. LIMITATIONS ON PROGRAMMING AND SEQUENCE OF WORK

- .1 This Specification contains requirements that will impose limitations on the Contractor's program and sequence of work.

3. CONTRACT MEETINGS

- .1 The Principal will arrange for regular meetings to be held between the Principal, the Contractor's Representative, appropriate subcontractors and any other persons the Principal may nominate to be present.
- .2 The purpose of these meetings is to assist in attaining full co-operation between all concerned on the job as well as checking progress of the work and providing the opportunity for general discussion.

- .3 The Principal will arrange for minutes of site meetings to be recorded. Two copies of the minutes will be forwarded to all parties not later than 7 days after each meeting.
- .4 If a party does not accept any aspect of the minutes as being a reasonable record of the meeting then that party shall advise the Principal within 5 working days of receipt of the minutes of the proposed changes required to be made in order to achieve a reasonable record of the meeting. The Contractor and the Principal shall sign the minutes for confirmation.
- .5 The minutes of the meeting shall not form part of the Contract and are for information only. If, at a meeting, the parties agree upon an amendment to the Contract or the Principal issues a direction, the amendment or direction shall be clearly identified as such and documented separately from the meeting minutes.

4. CONTRACTOR'S PERSONNEL

- .1 The Contractor shall ensure that the personnel nominated in Schedule "Contractor's Personnel":
 - (a) are available to perform the Contractor's obligations under the Contract; and
 - (b) are not replaced without the prior approval of the Principal.
- .2 The Contractor's Representative shall have the authority to make decisions on behalf of the Contractor.

5. RECORDING OF ACTIVITIES

- .1 On a daily basis, the Contractor shall record plant and labour activities against the appropriate lot on a Daily Diary form.
- .2 An example Daily Diary form is attached as Appendix 1. This form is an indication of the minimum requirements and any alternative method of presenting the Daily Diary information shall be approved by the Principal.
- .3 The Principal will check, on a weekly basis, the records compiled by the Contractor and verify that they are an accurate record of the activities undertaken. The purpose of these records is to assist in the valuation of variations and claims and determinations for extensions of time for completion which may arise during the course of the Contract.
- .4 The Principal may also photograph or video record work activities carried out by the Contractor and subcontractors.

6. WORKING DAYS AND HOURS OF WORK

- .1 For the purpose of administration of the Contract, ordinary working days and customary working hours will be those nominated on Schedule "Working Time".
- .2 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.
- .3 When calculating the date for Practical Completion pursuant to an extension of time being granted in accordance with Clause 35.5 of the General Conditions of Contract, account shall be taken of non-working days (as determined from Schedule "Working Time") 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. If 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.

7. PROPRIETARY NAMES NOT TO BE DISPLAYED

- .1 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.

8. MANUFACTURERS' INSTRUCTIONS

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

9. CONTRACTOR'S COMPOUND AND PRINCIPAL'S REQUIREMENTS

- .1 The Contractor shall obtain a written agreement with the landholder and local council to establish a compound or any area used for the storage of plant or materials. Copies of these agreements shall be

submitted to the Principal prior to establishment of the compound. A written release shall be obtained from the landholder and local council after de-establishment.

- .2 To prevent access by the public, temporary fencing shall be erected around the Contractor's compound and all other areas utilised by the Contractor including stockpiles of materials.
- .3 If "Establishment Charges" is included in a payment schedule, this payment item is deemed to include establishment of site buildings, transport of major items of plant to the site, demobilisation and site cleanup.
- .4 The operation and maintenance of site buildings and associated costs are deemed to be included in on site overheads.
- .5 All electrical installations and alterations shall be carried out by an electrical worker who is licensed to perform any electrical works in South Australia. The installations shall comply with AS 3000 and the Service Rules and Conditions of Supply of ETSA Utilities.
- .6 The Contractor shall arrange for Certificates of Compliance of all electrical work and shall submit copies of certification to the Principal.

10. FLOOD RESPONSIBILITY

- .1 The Contractor shall be deemed to be fully informed concerning the rise and fall of adjacent waterways in-so-far as it may affect the work.
- .2 The Contractor shall be responsible for damage to the Works or the Contractor's plant or materials due to flooding.
- .3 The Contractor shall not obstruct any waterway, except for such temporary works as may be approved in writing by the appropriate drainage authority.
- .4 The Contractor shall make the necessary provisions and shall carry out the work in such a manner and in such order as to ensure that no heading up of floodwaters in existing, new drains, gutters or table drains shall arise.

11. UTILITY SERVICES

Definitions

- .1 "**Utility Services**" means infrastructure located within the Site directly associated with:
 - (a) transmitting electricity or telecommunications;
 - (b) transporting gases, liquids or solids (including but not limited to water, sewerage, fuel and wastes); and
 - (c) railway transportation.
- .2 "**Service Authority**" means any government, semi-government or private organisation responsible for the care or control of Utility Services.

12. COUNCIL LIAISON

- .1 If required by the Council(s), the Contractor shall obtain their written agreement prior to using local roads for haulage of materials. If not part of the Post Tender Submission, a copy of the agreement(s) shall be submitted at least 14 days prior to the commencement of hauling.
- .2 Extra payment will not be made for additional haulage on longer hauls via alternative routes due to failure of the Contractor to comply with Council requirements in respect to haul roads.
- .3 The Contractor shall liaise with the appropriate Council(s) prior to removing and reinstating any parking or clearway signs.

13. EXPLOSIVES

- .1 The use of explosives is not permitted.

14. CONTROL OF FENCES AND GATES

- .1 The Contractor shall maintain all fences affected by the Works in a condition equivalent to that existing at the Date of Acceptance of Tender for the duration of the Contract. Any temporary fences, gates and grids shall be removed upon completion of the Works.

15. CLEARANCES FROM LANDHOLDERS

- .1 The Contractor shall use best endeavours to obtain from all landholders whose properties have been affected by the Contractor or the Contractor's employees or agents, a written statement that the landholder's property has been left in a satisfactory condition.

16. 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.
- .2 All other materials shall be supplied by the Contractor.

Proprietary Products

- .3 Where a proprietary product is specified in the Contract Documents, that product shall be used in accordance with the manufacturer's instructions unless specified otherwise.
- .4 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.

Water

- .5 Water for concrete production shall not contain more than:
 - (a) 3 000 mg/l total dissolved salts;
 - (b) 1 000 mg/l chlorides; and
 - (c) 500 mg/l sulphates.

17. MEASUREMENT

- .1 If payment is to be made by a Schedule of Rates, 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.
- .2 Unless otherwise specified all measurements shall be net, any custom to the contrary notwithstanding.

18. PROTECTION OF THE WORKS AND REINSTATEMENT OF DAMAGE

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

19. PLANT**Floating Plant**

- .1 All vessels used by the Contractor shall be in survey and shall be manned and equipped in accordance with the Harbours and Navigation Act 1993 and submit evidence to the Principal 14 days prior to launching. All floating plant shall be properly insured and such insurance shall include a wreck removal clause.
- .2 The Contractor shall arrange for the Contractor's own berthing facilities for crew changes, initial out fitting, maintenance, refuelling, etc. of floating plant at points conveniently located near the works, and without causing hindrance or inconvenience to other users.
- .3 All floating plant shall carry and display navigation lights and signals as required by the Commonwealth Navigation Regulations.
- .4 Any existing aids to navigation/ markers / buoys etc., located within the area, shall not be moved without the approval of the Principal. Any aid, if moved, shall be reinstated by the Contractor as soon as possible to its original location.
- .5 The Contractor shall confine floating plant operation times to daylight hours. For other times, the floating plant shall leave the area clear to allow movement of vessels.

- .6 The Contractor shall obtain a written agreement from any landowner, lessees or Authority for facilities associated with the launching and retrieval of floating plant.

Land Based Plant

- .7 The Contractor shall obtain a written agreement from any landowner, lessees or Authority where access is required over land to gain access to the site. Access to the site by the Contractor's plant and personnel shall be limited to existing tracks.

20. TEMPORARY NAVIGATION LIGHTS ON JETTIES

- .1 During jetty restoration works, the Contractor may be required to either remove or temporarily disconnect the power to the existing "street lighting" style jetty lights to undertake the works. Prior to disconnecting the power or removing the lights, the Contractor shall install temporary navigation lights on the jetty to delineate the location of the jetty.
- .2 Temporary navigation lights shall be Sealite SL15 colour yellow (or equivalent) and be located as follows:
 - (a) one light (flash characteristics FIY1s, 0.2 on, 0.8 off) shall be located at the seaward end of the jetty;
 - (b) if the jetty is not straight, a light shall be placed at each bend in the jetty;
 - (c) if the jetty is straight, lights shall be placed at a maximum spacing of 200 metres; and
 - (d) the flash characteristics of the first intermediate light from the seaward end shall be FI2s, 0.2 on, 1.8 off, and shall be FI4s, 0.2 on, 3.8 off for subsequent lights.
- .3 Temporary navigation lights shall be removed once the new jetty lights are operational.

21. DETERMINATION OF EXISTING EMBANKMENT / STRUCTURES

- .1 The Contractor shall be responsible for determining the strength of any existing embankments and structures and ascertain their capacity to sustain the loadings imposed upon them during the construction period.

22. HIGH WATER RESPONSIBILITY

- .1 The Contractor shall be deemed to be fully informed concerning the rise and fall of the water level (e.g. storm surge or high tide) in-so-far as it may affect the work.
- .2 The Contractor shall be responsible for damage to the Works or the Contractor's plant or materials due to high water.

23. ACCESS FOR VESSELS

- .1 The Contractor shall provide a way for other vessels to safely pass the work site at all times. The Contractor shall not interrupt any regular passenger services. The Contractor's "Safety Plan" shall make specific reference to the steps to be taken to ensure that other vessels can safely pass the work site.

24. WORKING MOORINGS

- .1 The Contractor shall arrange its own working moorings. Any damage to a structure used as a mooring shall be made good by the Contractor at the Contractor's expense.

25. SUNKEN CRAFT

- .1 Should any of the Contractor's floating craft or equipment be sunk at any time during the term of the Contract, the Contractor shall immediately:
 - (a) place a lit marker buoy above;
 - (b) notify the Principal; and
 - (c) take immediate steps to raise and remove such plant or equipment.

26. CLEAN UP AND SITE DAMAGES

- .1 The Contractor shall on completion of the work remove all beacons, buoys, anchors, moorings, stagings and structures of all kinds erected by the Contractor and leave the site clear.
- .2 Any damage caused by the Contractor to dolphins, fenders, beacons, buoys, road signage, services, marine or land structures, etc., shall be made good at the Contractor's expense. If a repair is not carried out by the Contractor within 7 days, or is unsatisfactorily carried out, then the repairs will be carried out by the Principal at the Contractor's cost.

27. LATENT CONDITIONS

- .1 Further to DPTI's General Conditions of Contract, the Contractor is deemed to be fully informed regarding all circumstances pertaining to the site, such as depth of water, sea bed material, weather, tides, marine traffic, the presence of debris, local environmental issues and all conditions under which the works may have to be carried out.

28. HOLD POINTS

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

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

29. VERIFICATION REQUIREMENTS AND RECORDS

- .1 The Contractor shall supply the following documentation to demonstrate that the requirements of this Part have been complied with and where appropriate, supply the documentation with the lot package.

CLAUSE REF.	SUBJECT	RECORD TO BE PROVIDED
0.2	Contractor's Program	Revised Contractor's Program (monthly and when directed by the Principal)
3.4	Site meeting minutes	Notification of request to modify minutes
5.1	Recording of Activities	Daily Diary Form
9.6	Contractor's Compound and Principal's Requirements	Certificate of Compliance for electrical work in site office(s)
15.1	Clearance from Landowners	Statement of clearance from Landowners
16.1	Materials Supplied by the Principal	Receipt for materials
16Error! Reference source not found.	Water not sourced from a SA Water pipelines	Dissolved Salt Content