**CONTRACT SPECIFIC REQUIREMENTS**

**G10 PRELIMINARIES**

1. **GENERAL**

A reference to “Completion” in this Contract is a reference to “Practical Completion”.

“Date of Contract” means “Date of Acceptance of Tender”.

The Superintendent is authorised to act on behalf of the Principal in all matters in connection with Division G “General” and Division CH “Construction and Handover” of this Specification.

1. **CONTRACTOR’S PROGRAM**

*Only insert here additional requirements regarding formatting, layout, frequency of provision etc. Do not insert any clauses dealing with contractual matters – these are covered in the Conditions of Contract.*

*……*

*The Contractor must prepare and submit a Program of Work to the Principal that includes each item of work under the Contract at least 7 days prior to the commencement of work. Work must not commence before submission of the program.*

*The Contractor must regularly monitor for any community or special events that could cause higher then usual traffic volumes or temporary road closures, such as Tour Down Under, Wine or Food Festivals, Music Festivals, Major Sporting Events and Historic Commemorations. These events must be incorporated into the Contractor’s Program of Works as soon as the Contractor becomes aware of them. The Contractor must not undertake work during such events if the work could impact upon the events.*

*The day before any given works are undertaken the Contractor must confirm with the Superintendent before 2 p.m. what works will be performed on the following two days.*

*The Contractor must liaise with any bulk handling authorities to determine any seasonal variations in heavy vehicle loadings (such as grain carting) and program the work to avoid such periods.*

*The Contractor must issue a revised copy of the program to the Superintendent weekly.*

*……*

***“Project Package”*** *means a discrete section of work, comprising of pavement rehabilitation and/or asphalt surfacing of section(s) of road(s), which may include intersections.*

*The Principal has prepared an "Indicative Program of Works", which is the Principal’s best estimate, at the time of calling tenders, of work likely to be undertaken under this Contract. At the absolute discretion of the Principal, Project Packages may be added or deleted from the Indicative Program of Works at any time and pavement treatments changed. The Principal has no obligation to provide Project Packages continuously and the Contractor is deemed to have made allowance for the Principal to make changes the Indicative Program of Works.*

*During the course of the Contract, the Superintendent will advise the Contractor in writing of Project Packages to be undertaken. The information provided will include:*

1. *The name of each Project*
2. *The road and section in the Project*
3. *Work Summary Sheet*
4. *Sketches and Plans*
5. *Pavement Layer Configuration*
6. *Bituminous or Fabric requirements*
7. *Asphalt Works Check List (sample attached)*
8. *Asphalt Works Site Inspection (sample attached)*
9. *Required commencement and/or completion dates*
10. *Any restrictions to hours of work*
11. *Any other Project details.*

*Set out and verification details for the works on each Project will be marked on the appropriate section of the road in that Project.*

*Upon receiving the Project Package, the Contractor must take possession of the site and commence the work within 10 days or by the nominated commencement date, whichever is later. Should the Contractor not be able to meet the start date, the Project Package may be withdrawn at the Superintendent’s discretion and the obligation of the Principal to purchase asphalt may be reduced by an amount equal to the estimated tonnage for the withdrawn Project.*

*Each Project Package must constitute a Separable Portion in accordance with the General Conditions of Contract. The Liquidated Damages specified in Annexure A to the General Conditions of Contract must apply to each Separable Portion. Notwithstanding the General Conditions of Contract, a Certificate of Practical Completion and Final Certificate will be issued at the completion of all packages, not the Separable Portions.*

*The Contractor must submit the following information 3 working days prior to commencement of work on each Project:*

1. *Asphaltic Works Check List with relevant section completed.*
2. *Details of proposal to obtain the accurate location of services in advance of work being undertaken.*
3. *Traffic Management Plan, vide Clause CH20.4 "Traffic Management Plan" including the times of proposed traffic restrictions to be implemented during the course of the works.*
4. *Details of proposed haulage routes and copy of agreement with Council, vide Clause 12 "Council Liaison" if council roads are to be used.*
5. *Details of proposed detours. If council roads are to be used, written agreement from the appropriate council must be submitted to the Superintendent.*
6. *Project Program, including commencement and completion dates.*

*The Contractor must regularly monitor for any community or special events that could cause higher then usual traffic volumes or temporary road closures, such as Tour Down Under, Wine or Food Festivals, Music Festivals, Major Sporting Events and Historic Commemorations. These events must be incorporated into the Contractor’s Program or Works as soon as the Contractor becomes aware of them. The Contractor must not undertake work during such events if the work could impact upon the events.*

*The Contractor must liaise with any bulk handling authorities to determine any seasonal variations in heavy vehicle loadings (such as grain carting) and program the work to avoid such periods.*

*Work under each Project must be completed within 4 weeks from receipt of the Project Package, unless otherwise agreed between the Superintendent and the Contractor, and must be continuous. During the course of the work on any Project the Contractor must not leave the site to undertake work outside the Project without the written approval of the Superintendent. The Contractor must seek such approval in writing from the Superintendent at least 3 working days in advance. The Contractor must submit details of any reduction in the times proposed for the completion of the Project.*

1. **Stage Construction**

*To be compiled for each project.*

1. **Major Constraints**

*To be compiled for each project. ("Major Constraints" should list only the constraints not covered elsewhere in the Specification, refer Clause CH10.2).*

1. **Contractor’s pERSONNEL**

The Contractor’s personnel must meet the following minimum requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **TITLE** | **QUALIFICATIONS** | **EXPERIENCE REQUIRED** | **TIME REQUIRED ON SITE** |
| Contractor’s Representative |  | *5 years of on-site work of a similar magnitude and complexity.* | *During customary working hours.* |
| Site Supervisor  (Roadworks) |  | *3 years of on-site work of a similar magnitude and complexity.* | *During customary working hours.* |
| Safety Representative | *Demonstrated understanding of the principles and practices of Safety Management or have completed a course in Safety Management* | *3 years of on-site work of a similar magnitude and complexity.* | *During customary working hours.*  *The Safety Representative must be based permanently on site for the duration of the works.* |
| Quality Management Representative | *Demonstrated understanding of the principles and practices of Quality Management or have completed a course in Quality Management* | *3 years of on-site work of a similar magnitude and complexity.* | *The QMR is not required to be based permanently on site when works are in progress but must be on site when critical activities are being undertaken.*  *or*  *The QMR is required to be based permanently on site when works are in progress.* |
| *Environmental Management Representative* |  | *3 years of on-site work of a similar magnitude and complexity.*  *Demonstrated understanding of the principles and practices of Environmental Management* | *Refer Part G50 of these Contract Specific Requirements.* |
| *Sustainability Manager* | *A recognised tertiary environmental qualification.* | *3 years of relevant work of a similar magnitude and complexity.*  *Demonstrated understanding of the principles and practices of Infrastructure Sustainability* | *Refer Part G50 of these Contract Specific Requirements* |
| *Community Consultation Representative* | *Demonstrated understanding of the principles and practices of Community Consultation* | *3 years experience on projects of a similar magnitude and complexity.* | *Refer Part CH60 of these Contract Specific Requirements.* |

The Contractor’s Representative *may / must not* be the Quality Management Representative. Other positions must be filled by separate individuals.

1. **COUNCIL CONTACT PERSON(S)**

The contact person is:

Mr / Ms .....................................

..........................................

..........................................

Telephone: ..............................

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**G20 QUALITY SYSTEMS**

1. ***ADDITIONAL QUALITY SYSTEM REQUIREMENTS***

*If the Principal does not release Hold Points (e.g. Contractor or Independent Verifier releases them, details must be included here. Note that Clause G20.7 defaults to the Principal releasing Hold Points.*

*Change the number of controlled copies of accepted Quality Plan in Clause G20.4.1 if not one.*

*Notwithstanding Clause G20.10 “Control of Non-conformance”, the Contractor is not obliged to issue a Non-conformance Report for an earthworks Non-conformance if the Non-conformance can be rectified by an extension or continuation of an existing process.*

1. ***LOT MANAGEMENT SYSTEM***
2. ***General***

*The Contractor must supply, maintain and utilise the Lot Management System using an electronic system using Microsoft software. If not provided previously the Lot Management System must be submitted within 7 days of written request.*

1. ***Minimum Requirements for Lot Management System using Microsoft Software***

*The Contractor’s Lot Management System must provide the Principal with the ability to concurrently view and down load via an Ethernet link the following information at all times:*

1. *Lot Register Report, providing for each Lot:*
   1. *Lot No.*
   2. *Description*
   3. *Location*
   4. *Date Opened*
   5. *Date Submitted*
   6. *Date Closed*
   7. *Contractor’s Quantity*
   8. *DPTI Quantity*
   9. *Unit*
   10. *Agreed Quantity*
   11. *Cumulative Quantity*
   12. *Progress Payment No.*
   13. *Comments*
   14. *NCR No.*
   15. *States (open / closed)*
2. *Non-conformance Report Register (see attached sample detailing the minimum requirements).*
3. *Corrective Action Report Register (see attached sample detailing the minimum requirements).*
4. *Separate Report Registers for asphalt, bituminous products and concrete used in structures, (with a span greater than 1.8 m) detailing all test reports including the specification limits. This must be electronically forwarded fortnightly to a person nominated by the Principal (see attached sample detailing the minimum requirements).*
5. *Survey certificates with accompanying data in Microsoft Excel format.*

*Within the above constraints, the Contractor must determine the design and layout of the system. Information must be displayed in a logical manner with sort capabilities.*

*The Contractor must ensure that the Principal has access to any NATA certificate or test result at all times.*

1. ***Requirements for Hardware and Software***

*The Contractor must provide and install in the Principal’s office the following minimum hardware and software for the exclusive use of the Principal’s site staff for the duration of the Contract:*

1. *… no personal computers running the current version of Microsoft Windows and the current version of Microsoft Office.*
2. *VET Anti-Virus software with continuous upgrades.*
3. *3COM Fast Etherlink 10/100 network card or similar that will permit the effective operation of data viewing between the Contractor and the Principal’s site staff.*
4. *Ethernet link socket.*
5. *.*

*The Contractor must install the Etherlink and associated software between the Principal’s and the Contractor’s computer and must be responsible for insurance and maintenance of equipment provided to the Principal’s site staff.*

*The Contractor’s responsibility for maintaining its computer equipment and that provided to the Principal’s site staff must be extended to cover the following instances:*

1. *In the event of failure of the Contractor’s hardware, the costs associated with the reinstallation of the operating system must be borne by the Contractor.*
2. *In the event a virus infects the system, the Contractor must immediately arrange for its removal and bringing the system back to fully operational status and all associated costs must be borne by the Contractor.*
3. ***Backup of Data***

*The Lot Management System must be backed up. A set of disks (or tapes) must be cycled to ensure recovery is possible in the case of lot or damaged data. The following process must be adopted:*

|  |  |
| --- | --- |
| ***Disk/Tape*** | ***Used on*** |
| *1* | *Monday* |
| *2* | *Tuesday* |
| *3* | *Wednesday* |
| *4* | *Thursday* |
| *5* | *First and third Friday of every month* |
| *6* | *Second and last Friday of every month* |

1. ***Payment***

*Separate payment will not be made for the Lot Management System and supply of equipment to the Principal.*

1. ***PERIODIC CERTIFICATION OF QUALITY SYSTEM***

*The QMR must prepare a certificate at intervals not greater than 3 months and immediately prior to Practical Completion which certifies that the Contractor has:*

1. *established, implemented and maintained a Quality System in accordance with AS 9001 "Quality Management Systems – Requirements", which includes Clause 7.3 of the Standard;*
2. *recorded and submitted all records necessary to demonstrate conformance with the requirements of the Contract; and*
3. *complied with and satisfied the requirements of Part G20 “Quality System Requirements” and Part D10 “Design Management - General”*

*The certificates must be forwarded to the Principal and signed by the QMR and the Contractor’s Representative*

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**G30 WORK, HEALTH AND SAFETY**

The Principal has identified the following possible hazards and risks at or in the vicinity of the workplace where the construction work is to be carried out. The following list of risks have been compiled which relate to the full range of the afore mentioned environments. It is the Contractor’s responsibility (as PCBU under the Act) to identify which risks may apply to their site, and determine SWMS for the hazards considered high risk activities. This does not in any way remove the Contractor’s responsibility under the Act for providing adequate and effective safety measures and controls for his own construction processes or proposed methods of operation.

*List here any information that DPTI has in relation to hazards and risks at or in the vicinity of the workplace where the construction work is to be carried out*

**RISKS AND HAZARDS**

1. ***Working in traffic***

*Risks arise from exposure to the following: heavy vehicles (including PSB3); high traffic volumes or high peak flow periods; high traffic speeds; traffic noise; traffic fumes; varying road conditions (e.g. wet or slippery surface, loose surface, potholes); night works.*

1. ***Working with or around utilities services***

*Risks arise from the potential of striking or arcing of overhead electrical services; striking underground electrical, gas, communications, water and sewage services; striking underground power cables for road lighting or traffic signals.*

1. ***Working in or around structures (bridges, culverts and drainage structures; third party structures; tunnels)***

*Risks arise from exposure to falling /loose objects; confined spaces; working at heights.*

1. ***Aggressive or threatening behaviour***

*Risks arise from aggressive or threatening behaviours of road users; residents impacted by the works; business owners affected by the works; aggressive members of the public.*

1. ***Bites or stings***

*Risk arises from interaction with native or other fauna and may include bees or wasps; snakes; spiders; dogs.*

1. ***Working on dangerous surfaces***

*Risks arise from uneven surfaces, loose surface coverings such as stones, rocks or loose sand; steep edges; holes or depressions including animal holes.*

1. ***Working in isolated areas***

*Risks arise from failure of communications devices; vehicle breakdown or crash; lack of suitable drinking water.*

1. ***Emergency response***

*Risk arises from providing assistance in emergency situations such as injury crashes; transport rollover (stock transport or fuel and chemical tankers); bushfire or high fire danger days.*

1. ***Working near rail infrastructure***

*Risks arise from the potential of striking or arcing of overhead electrical services from train and tram electrification infrastructure; rail and tram rolling stock; other.*

1. ***Biological hazards***

*Risks may arise from road kill; sharps; chemical exposure; other.*

1. ***Weather Conditions***

*Risks may arise from extreme weather conditions causing glare; poor visibility; fatigue; sunburn.*

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**G50 ENVIRONMENTAL MANAGEMENT REQUIREMENTS**

1. ***ENVIRONMENTAL AUTHORISATIONS***

*The Principal has obtained the following environmental authorisations:*

1. *Native vegetation clearance approval under the Native Vegetation Act 1991 as per Regulation Advice Notification dated 1 January 2017 (NVC File 2017/01234/010);*
2. *Development approval under the Development Act 1993 for the removal of two Significant and three Regulated trees as per Decision Notification Form dated 1 January 2017 (Development Number 292/V017/15); and*
3. *Waste Depot License under the Environment Protection Act 1993 for the operation the Bolivar Materials Storage Facility. Refer to EPA Licence 35482 for Waste or Recycling Depot (Bolivar Materials Storage Facility).*
4. ***ENVIRONMENTAL MANAGEMENT REPRESENTATIVE***

*The Contractor must provide a full time EMR for the duration of this Contract. The EMR must close out all environmental requirements of the CEMP and this Contract.*

*The EMR must attend the work site in a full time capacity until Site work is complete.*

1. ***SUSTAINABILITY MANAGER***

*The Contractor must provide a Sustainability Manager who is directly responsible to the Contractor’s senior management and has responsibility for ensuring that the Sustainability requirements of the Contract are complied with.*

*The Sustainability Manager must:*

1. *be an Infrastructure Sustainability (IS) Accredited Professional;*
2. *possess a recognised tertiary environmental qualification and have at least 3 years of recent relevant experience to the position;*
3. *have central responsibility for managing sustainability;*
4. *be a member of the senior management team;*
5. *provide sustainability advice for the project during all phases (i.e. planning, design and construction) of this contract;*
6. *be responsible for achieving the IS rating for the project, as nominated in Part D19;*
7. *be the main point of contact for Infrastructure Sustainability Council of Australia in relation to the IS rating process; and*
8. *prepare and implement the Sustainability Management Plan.*
9. ***TRAINING AND INDUCTION***

***Induction***

*The environmental induction is to include:*

1. *purpose, objectives and key issues of the Contractor’s Environmental Management Plan;*
2. *conditions of environmental authorisations;*
3. *the Contractor’s Activity Zone (CAZ);*
4. *site specific issues within the CAZ such as boundaries for vegetation clearing, stockpile sites, refuelling and maintenance of vehicles, plant and equipment;*
5. *Environmental Emergency Response Plan / Procedure for environmental incidents;*
6. *protection of specific flora and/or fauna including management requirements;*
7. *weed identification and practices to minimise the spread of weeds;*
8. *practices to avoid the spread of Phytophthora;*
9. *water quality, soil erosion and drainage management measures;*
10. *management of construction noise and vibration including approvals required, such as night works;*
11. *management of dust from construction activities;*
12. *greenhouse gas emission reduction techniques;*
13. *waste management requirements;*
14. *contamination management procedures;*
15. *on-site management of Aboriginal heritage including locations of known Aboriginal heritage and procedures to be followed in the event of discovery of Aboriginal heritage;*
16. *location and protection of non-Aboriginal heritage places; and*
17. *any other sustainability requirements.*
18. ***Contractor’s Activity Zone***

*A joint inspection of the proposed Contractor’s Activity Zone is not required.*

1. ***MONITORING, AUDITING AND REPORTING***

***Environmental Auditing***

*The Contractor must ensure that environmental audits of all works are conducted at the following stages:*

1. *immediately after commencement of clearing and grubbing and/or stripping of topsoil;*
2. *immediately after commencement of work over water; and*
3. *on completion of bulk earthworks.*

***Monthly Environmental Reports***

*The Contractor must submit a monthly status report to the Principal. The report must include:*

1. *status of all Hold Points in Parts G50 and CH50;*
2. *performance against the CEMP, identifying any outstanding actions;*
3. *any non-conformances / Environmental Incidents and corrective actions taken;*
4. *details of environmental inspections / audits;*
5. *results of any environmental monitoring / investigations;*
6. *summary of all waste reuse and disposal, including waste tracking; and*
7. *any positive environmental initiatives undertaken by the Contractor.*

***Quarterly Reports***

*The Contractor must prepare a report at intervals not greater than 3 months and immediately prior to Practical Completion. The report must include:*

1. *status of all Hold Points in Parts G50 and CH50;*
2. *performance against the CEMP, identifying any outstanding actions;*
3. *any non-conformances / Environmental Incidents and corrective actions taken;*
4. *details of environmental inspections / audits;*
5. *results of any environmental monitoring / investigations;*
6. *summary of all waste reuse and disposal, including waste tracking;*
7. *any positive environmental initiatives undertaken by the Contractor;*
8. *performance against sustainability objectives and targets, including identification of areas for improvement; and*
9. *a record of sustainability knowledge sharing initiatives (i.e. lessons learnt and good practices) including those shared:*
   1. *within the project;*
   2. *beyond the project boundaries; and*
   3. *from outside the project, onto the project.*

*The report must be forwarded to the Principal and signed by the Environmental Management Representative, the Sustainability Manager, and the Contractor’s Representative.*

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