

SECTION 2 – GENERAL CLAUSES

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SECTION 2 – GENERAL CLAUSES

This section covers general item relating to construction contracts.

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PART A: QUALITY SYSTEM

2.A1 THE QUALITY SYSTEM

The Contractor shall plan, develop and maintain a documented Quality System in accordance with this Specification and with an Australian Standard for Quality Systems as specified below:

AS/NZS ISO 9002: 1994;

The quality system shall cover all work under the Contract and may incorporate safety and environmental management systems as set out in the following clauses.

The costs of compliance with these requirements shall be deemed to be included in the contract sum.

2.A2 HOLD POINTS

Definition: Those points beyond which the work may not proceed without review by the Superintendent.

Hold points are listed in **Appendix A** to this Section and in the specification by the letters **HP** in the left margin and by **bold text print** or arise from non-conformances.

The review by the Superintendent of a hold point will not relieve the Contractor of responsibility for satisfactory execution or performance of the work.

Text which is bolded but not identified by the letters **HP** in the left margin is not a Hold Point. These are specified obligations on the Contractor requiring the review or approval of the Superintendent. They are bolded for ease of identification.

Twenty four (24) hours notice is required prior to a hold point review. Failure to provide notice may result in a delay in the release of a hold point.

2.A3 QUALITY SYSTEM DOCUMENTS

The Contractor shall submit for consideration by the Superintendent the following documents – the Alternative in Section 1.4 applies:

Alternative 1:

- (a) a controlled copy of the contract specific Quality Plan within 14 days of the date of acceptance of the tender, i.e. a document setting out the specific quality practices, resources, activities and responsibilities relevant to the Contract; and
- (b) specific Quality Procedures relating to the work not less than 14 days prior to the commencement of that work. However for works proposed at the commencement of the Contract for which 14 days is not possible, a period of 4 working days will be accepted.

Alternative 2:

- (a) specific Quality Procedures relating to the work not less than 14 days prior to the commencement of that work. However for works proposed at the commencement of the Contract for which 14 days is not possible, a period of 4 working days will be accepted.

Frankston City Council reserves the right to photocopy the above documentation for own use in the administration of the Contract.

2.A4 ADDITIONAL QUALITY SYSTEM REQUIREMENTS

The Contractor shall comply with the specified Australian Standard for Quality Systems. In addition the following requirements shall be satisfied:

- (a) Identification: the Contractor shall identify all test results with the precise locations to which they relate.
- (b) Traceability: traceability is not required unless otherwise specified.
- (c) Testing: the frequency of testing shall be adequate to demonstrate compliance with the Specification. In some instances the minimum frequency of testing is covered in the Specification.
- (d) Non-conformance: All non-conformances, where the disposition of the non-conformance violates the contractual requirements, are to be promptly reported to the Superintendent for agreement via non-conformance reports. Such non-conformances automatically create hold points.

Further, all non-conformance reports shall include:

- (i) the cause of the non-conformance;
 - (ii) the proposed method of rectifying the non-conformance; and
 - (iii) the proposed changes made to the work procedures to prevent a recurrence.
- (e) Design: Design of temporary works, handling details not specified on the drawings, effects of construction loads on the permanent works or any other design requirements specified in the Contract shall be controlled, including verification, in accordance with the Design Control requirements of AS/NZS ISO 9001.
 - (f) Audits: Audits carried out by the Contractor to comply with the requirements of the relevant quality system standard shall be conducted by a qualified auditor in accordance with Australian Standard AS3911.1 "Guidelines for Auditing Quality Systems - Part 1: Auditing".

2.A5 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM

2.A5.1 General

Frankston City Council has a clear and consistent OH&S and Risk Management policy that applies to all employees and contractors. Council recognises that Council and Contractors have joint accountabilities to minimise the risk of injury or loss to all persons associated with our activities or facilities and this contract will insist on performance of these accountabilities. The following clauses and conditions are designed to ensure all parties are aware of their accountabilities and fulfil them. OH&S conditions are mandatory (on both Council and Contractor) and failure to observe them will be grounds for termination of contract (or claim for compensation if Council is in breach). Council believes that consultation at the earliest stage will minimise misunderstandings but where differences of opinion arise between the Contractor and Frankston City Council over the adequacy of any safety provision, the Victorian WorkCover Authority shall be requested to resolve the issue.

2.A5.2 Occupational Health and Safety Management System

A Management System covering Occupational Health and Safety must be effectively operated by the contractor and all sub contractors (subject to written prior approval) to fulfil the Policy. The OH&S system may be part of the Quality System but must be clearly identifiable in its own right. The System must demonstrate, as a minimum, compliance with the requirements of the Occupational Health and Safety Act (1985), in particular Part III, Duties of Employers, Sections 21-23. The Contractor will effectively address the highlighted issues from Australian Standard AS4801 (Occupational Health and Safety Management systems – specification with guidance for use). The Contractor must demonstrate the system complies with the relevant sections of Australian Standard AS 4801 and is effectively implemented. Contractors are encouraged to apply the full AS4801 standard.

Where the Contractor, and others engaged by Frankston City Council, are carrying out work on a site, the Superintendent will arrange co-ordination of the parties to ensure relevant safety issues are reviewed and implemented. When requested by the Superintendent, the Contractor shall be represented at meetings convened by Frankston City Council for the purpose of reviewing OH&S matters relative to the site of the works.

Where differences of opinion arise between the Contractor and Frankston City Council over the adequacy of any safety provision, the Victorian WorkCover Authority shall be requested to resolve the issue.

The Contractor shall with the Contractor's agents provide and maintain for employees and agents of Frankston City Council who, in the course of their work for Frankston City Council, enter the site, an environment that is safe and without risk to health.

2.A5.3 Health and Safety Plan

The Contractor shall submit for consideration by the Superintendent within 14 days of the date of acceptance of the tender, a Health and Safety Plan detailing the health and safety systems and procedures which will apply specifically to the contract. As the agreed plan will become part of the contract the content must be clearly defined. The Plan will be consistent with the system described in AS 4801 Occupational Health and Management Systems – specification with guidance for use including;

- who has what accountabilities to manage occupational health and safety (and other risks)
- the identification, assessment and control of risks including emergency management
- training/competency; needs analysis and delivery
- consultation (between contractor and his/her employers and approved subcontractors and contractor and Council) arrangements including inspections and meetings (including frequency, attendees and agenda)
- incident and hazard reporting and investigation arrangements

Council will be promptly advised of any matter involving occupational health and safety regarding the contract.

The Plan will be discussed and the agreed plan will become part of the formal contract but will be subject to variation with the written agreement of both parties when improvements to the management of health and safety are identified. The agreed Health and Safety Plan will also form the basis by which its management systems will be audited by the Superintendent.

The Health and Safety Plan shall be reviewed at intervals to be agreed throughout the contract to ensure that it is maintained in an up to date condition.

2.A6 ENVIRONMENTAL MANAGEMENT

2.A6.1 General

The Contractor shall incorporate into the Quality System, a Management System covering Environmental Management. The System should be developed with reference to the Environmental Protection Authority's Publication No. 480 "Environmental Guidelines for Major Construction Sites" and must demonstrate, as a minimum, compliance with the requirements of the "Catchment and Land Protection Act 1994", the "Environmental Protection Act 1970". Other Acts of Parliament, Regulations and State Environmental Protection Policies. In addition the Contractor will abide by all Ordinances, By-laws and any specific requirements of the responsible authorities for the administration of these Acts, Regulations, Ordinances and By-laws.

The Environmental Management System shall include, but is not necessarily confined to, air pollution, water pollution, noise, waste, soil contamination, sediment control, waste minimisation and recycling and the preservation of habitat and identified historic and archaeological sites.

2.A6.2 Environmental Plan

The Contractor shall submit for consideration by the Superintendent within 14 days of the date of acceptance of the tender, an Environmental Plan detailing the measures proposed by the Contractor to ensure its construction activities are undertaken in an environmentally and economically responsible manner.

The Contractor shall comply with the Environmental Plan approved by the Superintendent.

The Plan shall include, as a minimum, such matters as set out in the following clauses:

- The placement of site accommodation, toilets and storage compounds;
- The Contractors' vehicle access and areas where access is to be restricted;
- The enclosure or delineation of the site for safety;
- The protection of existing vegetation;
- Methods of dust control;
- Site drainage management measures;
- Control of discharges from and within the site;
- Methods of erosion control on the site;
- Methods of controlling surface runoff from the site and discharges to watercourses or drains so that they comply with EPA requirements; and
- A waste minimisation program to divert materials from the waste stream and place a strong emphasis on recycling.

2.A6.3 Environmental Plan Elements

The following clauses outlines the general requirements of environmental issues to provide guidance to the Contractor when preparing the Plan.

(a) Soil Conservation

All proper precautions shall be taken by the Contractor to prevent the erosion of soil by wind or water from land used or occupied by the Contractor and to prevent the deposition of soil in watercourses during execution of the work under the Contract. Existing soil binding vegetation and established ground surfaces shall not be disturbed unless necessary for the purpose of constructing the works.

If in the opinion of the Superintendent, the Contractor's operations cause erosion hazards, the Contractor shall at its own cost undertake soil conservation works in these areas when directed by the Superintendent. Soil conservation works shall include, but not be limited to, stabilisation of embankment slopes by grassing or similar means to control erosion and the construction of cut-off drains to prevent soil deposition outside the work site.

(b) Control of Noise

The operation of all construction plant and equipment shall be such that it does not cause undue noise and that it minimises atmospheric pollution. This may require the use of sound insulated compressors and air tools or such other measure as approved by the Superintendent. In all regards, the Contractor shall comply with the requirements of the Occupational Health and safety Code of Practice for Noise.

No explosives shall be used without the written approval of the Superintendent.

(c) Suppression of Dust

The Contractor shall take measures necessary to keep airborne dust to a minimum.

If the Contractor fails to achieve adequate dust control, particularly where the safety and convenience of the public are affected, the Superintendent may take any action necessary and deduct the cost of such action from moneys due or becoming due to the Contractor.

The Superintendent may direct the suspension of work at any time where that work creates a dust hazard or nuisance to the public, personnel working on the site or property such as crops, stock and houses in the vicinity of the work. Where the Superintendent has directed a suspension of work and considers that the Contractor could not have been expected to have adequately controlled the dust,

the Superintendent may consider an extension of time pursuant to the General Conditions of Contract. No claim for increased costs due to such suspension will be considered.

(d) Control of Ground Vibration

All construction plant and equipment shall be operated without causing undue ground vibration.

For work near existing buildings, structures and underground services, construction methods shall be adopted which will minimise ground vibrations. These ground particle velocities shall be measured by the Contractor immediately adjacent to the underground service.

The Contractor shall use measuring equipment capable of providing a direct reading of the maximum instantaneous peak particle velocity which is the vector sum of the three orthogonal ground vibration components detected by a geophone with transducers oriented along three mutually perpendicular axes. The equipment shall have a frequency response in the range 5 to 250 Hz with a dynamic response sufficient for the vibration levels to be measured (usually in the range 0.1 to 50 mm.sec⁻¹) with a maximum absolute error of ±10% for any reading within the frequency response range.

The Contractor shall adopt construction methods that maintain the measured peak particle velocities at a level that will not cause damage to adjacent buildings or services.

The Contractor shall bear all costs associated with any claim for damages resulting from the effects of ground vibration directly caused by the Contractor's construction methods. The cost of such damage shall be in addition to damage caused by other action attributed to the Contractor's work.

(e) Control of Surface Water Runoff and Erosion

The Contractor shall at all times provide for the safe discharge of seepage, drainage and stormwater during the execution of the works under the Contract.

The Contractor shall supply, install, maintain and operate drainage systems to remove surface water runoff and ground water from excavations from the site. The Contractor shall implement wherever practicable the recommendations set out in the Environment Protection Authority's publication *Environmental Guidelines for Major Construction Sites (1996)*.

All surface runoff and ground water from excavations shall be collected and conveyed to settling ponds and oil traps as required prior to discharge into the environment. All discharges to watercourses or drains shall meet the relevant requirements of the Environment Protection Authority, Council and Melbourne Water.

Polluted water from any source shall not be allowed to enter any watercourse, without first being settled and treated to remove the pollution.

All proper precautions shall be taken by the Contractor to prevent erosion of the bed or banks of any watercourses and to prevent the deposition in any watercourse of excavated or eroded materials that may result from the execution of the work under the Contract. The Contractor shall take measures necessary to minimise erosion by surface protection of exposed areas, control of runoff water and trapping of sediments.

The Contractor shall submit details of its proposed ground water, runoff and erosion control measures to the Superintendent for approval as part of the Environmental Management Plan.

(f) Care of Watercourses

The Contractor shall provide for all watercourses, channels and drains intercepted during the progress of the works, and shall replace or, if so directed, permanently divert same, leaving them in as good a condition as they were originally found.

The Contractor shall take measures necessary to avoid pollution of any watercourse, drain or dam. Spillage of oil or fuel during servicing and fuelling operations shall be minimised and any harmful spillage shall be immediately removed.

Before obstructing or diverting any waterway, stream or channel for construction purposes, the Contractor shall obtain the written approval of the relevant authority to construct the obstruction or diversion. The Contractor shall observe any special requirements the relevant authority may include as part of the written approval.

The Contractor shall produce a written declaration from the relevant authority that the waterway, stream or channel has been left in a satisfactory condition at the completion of the construction work.

(g) Disposal of Vegetation

Whenever clearing is required under the work of the Contract, all tree stumps, roots, brush, rubbish and any objectionable matter shall be disposed of in a lawful manner.

Burning of material will not be permitted unless otherwise approved in writing by the Superintendent.

(h) Treatment of Liquid Wastes

The Contractor shall inspect all plant and equipment to be used on the works for oil and fuel leakage before it enters the site and shall inspect all plant and equipment daily during the period it is on the site.

Under no circumstances shall the Contractor allow any plant and equipment to enter any watercourse or allow it to continue operation within the watercourse if the item of plant and equipment is found to be leaking oil or fuel.

Entry of oil, grease or fuel into any watercourse is prohibited. Drainage from any area likely to be so contaminated shall be effectively diverted to a suitable collection point. The Contractor shall provide, operate and maintain adequate facilities for the collection of leaking fuels, lubricants, oils, greases and the like and for the transportation and lawful disposal of these materials off the site.

If pollution of the soil occurs from the Contractor's plant and equipment or from spillage of any contaminant, then all contaminated soil shall be removed from the site and disposed of in accordance with the requirements of the Environment Protection Authority.

In order to minimise the risk of polluting a watercourse all servicing and fuelling of the Contractor's plant and equipment shall be carried out at locations remote from any watercourse.

(i) Washdown of Plant and Equipment

To assist in controlling the spread of soil borne diseases and fungi, all plant and equipment required for the construction work under the contract shall be washed down before any such plant or equipment is brought onto the site.

The washdown of plant and equipment by the Contractor shall remove all soil accumulated on the plant and equipment.

The Contractor shall also wash down all plant and equipment before the plant and equipment leaves the site.

(j) Disposal of Hazardous Materials

All hazardous materials that are to be removed from the site shall be carefully handled, loaded, transported and disposed of in accordance with the Environment Protection Authority requirements and any other legislative requirements which may be applicable to the hazardous material.

(k) Waste Minimisation and Recycling

The Contractor shall carry out all works under the Contract to minimise waste materials and wherever possible recover, recycle or re-use any wastes.

The guiding principles of waste minimisation are to:

- effectively manage all waste produced on site;
- reduce, reuse and recycle materials where practical and economically viable;
- provide procedures for the storage, handling and disposal of waste;
- support recycling industries by using recycled products where practical; and
- increase employee and sub-contractor awareness of the waste minimisation;

(I) Fire Precautions

The Contractor shall provide, operate and maintain adequate fire fighting equipment for the protection of the works and its construction plant and shall take all necessary measures to prevent fire during the execution of the work under the Contract and damage to or destruction by fire of the vegetation in and surrounding the area of the work site arising from the Contractor's operations.

The Contractor shall with the requirements of the Country Fire Authority Act and Regulations and shall take notice and implement appropriate strategies of any announcements by the Country Fire Authority, particularly the notification of days of Total Fire Ban and shall ensure that all persons on the site observe these requirements.

2.A7 EXAMINATION AND TESTING OF MATERIALS AND WORK

(a) General

The Contractor shall be responsible for carrying out all examination and testing of materials and work under the Contract in accordance with the requirements of the specification.

Unless otherwise specified, materials and workmanship shall comply with the relevant standard of Standards Australia.

(b) Allowance for Testing in Construction Program

The Contractor shall make allowance in the construction program for the time necessary to arrange for and to carry out examination and testing of materials and work.

(c) Notification

Where inspection of materials or work by the Superintendent or his representative is specified as a hold point, or where a hold point is created by a nonconformance, at least 24 hours notice of testing and/or inspection shall be given to the Superintendent.

(d) Tests

Unless otherwise specified, all tests shall be undertaken in accordance with the appropriate Frankston City Council codes of practice and Standards Australia test methods as current at the time of performance of the tests. Unless otherwise specified, all tests shall be conducted by experienced testing officers in a laboratory accredited by the National Association of Testing Authorities (NATA) for the test methods used under the Contract and all tests shall be endorsed in accordance with the NATA registration for that laboratory.

For materials sampling, the Contractor may nominate a Certified Construction Materials Tester certified and registered by NATA for the sampling involved.

(e) Test Results

The Contractor shall submit to the Superintendent a monthly summary or if requested by the Superintendent a weekly summary, of testing undertaken. The summary shall include details of all tests undertaken, the result of each test and sufficient additional information to demonstrate that the specified minimum frequency of testing is being complied with.

The summary of test results shall be submitted to the Superintendent by the second day of the week following the relevant period.

(f) Calibration

All test equipment used for tests, carried out in accordance with Clause 2.A7(d) above shall be calibrated by a laboratory accredited by NATA for the particular calibration method.

2.A8 RECORDS

The Contractor shall make all records pertaining to the Contract available to the Superintendent at all times. Where requested by the Superintendent, the Contractor shall provide the Superintendent with a copy of records.

Within four weeks of the Date of Practical Completion, and before issue of the Final Certificate whichever is earlier, the Contractor shall make available a register of all records held. The Contractor shall provide the Superintendent with a copy of such records, or part thereof, as requested.

Within twelve weeks of the Date of Practical Completion, and before issue of the Final Certificate whichever is earlier, the Contractor shall provide as-built drawings, in accordance with the following requirements:

- (a) as built drawings, with departures clearly marked, shall show the Works as constructed;
- (b) the location of services within the limits of the work shall be clearly marked.

2.A9 SURVEILLANCE AND AUDITS

The Superintendent will arrange surveillance and audits to ensure that the Contractor is complying with the Quality System.

The Contractor shall, upon being given reasonable notice by the Superintendent, make or arrange to be available all facilities, documentation, records and personnel, including those of any sub-contractors, that are reasonably required for audits to be undertaken.

Notwithstanding that Frankston City Council may have previously undertaken audits of a sub-contractor's quality system in connection with other work, the Contractor shall include the operations of all such sub-contractors in the Contract quality plan and shall fulfil all the quality obligations of the Contract.

Frankston City Council will carry out audit and surveillance of the work of all sub-contractors as it sees fit, in the same way that it may carry out audit and surveillance of all work done and materials supplied by the Contractor. The Superintendent may for this purpose have recourse to audit and surveillance carried out for other Frankston City Council contracts. Copies of any such audit and surveillance reports used by the Superintendent will be provided to the Contractor.

PART B: INDUSTRIAL

2.B1 RATES OF PAY AND CONDITIONS OF EMPLOYMENT

The Contractor shall comply with all relevant industrial legislation including industrial awards to which the Contractor is bound, any certified agreements and/or enterprise flexibility agreements to which the Contractor is party.

The contract sum will be deemed to include the cost of all wages and other costs arising from the requirements of the awards, certified agreements and enterprise flexibility agreements to which it is bound, and no adjustment will be made to the contract on account of such requirements or any new matter introduced into an award, or any certified agreement or enterprise flexibility agreement except if otherwise provided for in the Contract.

Persons below the Victorian statutory minimum school leaving age shall not be employed on works under the Contract.

2.B2 WORK BANS AND LIMITATIONS

The Contractor shall keep the Superintendent informed concerning any industrial matter which could affect the progress of the work under the Contract. The Contractor shall inform the Superintendent immediately if bans are applied to the work under the Contract or if work under the Contract ceases due to industrial action and shall also inform the Superintendent of measures being taken to resolve such action.

The Contractor shall make no claim against Frankston City Council for any costs, loss, expense or damage arising from any industrial action, resulting in a strike, work stoppage, work ban or work limitations of any kind.

The Superintendent may grant an extension of time for completion pursuant to the General Conditions of Contract for lost time arising from industrial action outside the control of the Contractor.

PART C: SITE

2.C1 COMMENCEMENT OF WORK

The Contractor shall not commence work on site before objective evidence to the existence of public liability insurance and WorkCover conforming with the requirements of the General Conditions of Contract has been provided to the Superintendent, and the Quality Plan, Health and Safety Plan and the Environmental Plan has been submitted to the Superintendent for review.

Any delays in commencement of work caused by this requirement will not be grounds for an extension of time for completion of the Works or any part thereof, nor shall it form the basis of any claim for additional payment.

2.C2 SITE ESTABLISHMENT

The Contractor shall erect, for his own use, such buildings, compounds, sanitary accommodation, explosive magazines and associated services as are required for the supervision and construction of the Works.

The Contractor, subject to the agreement of the Superintendent, may be permitted to use portions of the site, other than those areas required for compounds and stockpile sites, for establishment of such buildings and compounds.

The buildings, compounds, associated services, sanitary accommodation and explosive magazines erected by the Contractor shall be regarded as Materials or Constructional Plant for the purpose of the Contract and as such shall be considered as designated plant under the General Conditions of Contract.

Litter shall be placed in rubbish containers. Fuel oil and other pollutants shall not be discharged onto the ground or into drains. Spillage shall be contained and removed from site.

Where works are to be carried out in the Central Business District of Frankston, the Contractor shall make arrangements with the Superintendent for the storage of plant, equipment and stockpiles, and where appropriate, shall include the number of car parking spaces required.

At the completion of the Works, these facilities will remain the property of the Contractor and shall be removed, or disposed of, and the area left to the satisfaction of the Superintendent.

2.C3 PROJECT NOTIFICATION SIGNS

The Contractor shall provide and erect a project notification sign including the relevant text for the project at each end of the works. Refer to Standard Drawing No. SD 600 for details.

The signs shall be maintained in good condition for the period over which they are displayed and shall be placed on the left hand side of the road facing oncoming traffic, at a location agreed with the Superintendent.

The Contractor shall remove the signs at the Date of Practical Completion of the Works.

No separate payment will be made for the provision and erection of the signs.

2.C4 HIGH VISIBILITY JACKETS

All personnel, including supervisors, surveyors, labourers and plant operators when not operating their machines, shall wear fluorescent red/orange high visibility jackets properly fastened at all times.

2.C5 CONTRACTOR'S REPRESENTATIVES

On commencement of work, the Contractor shall advise the Superintendent in writing of the names, addresses and telephone numbers of employees who can be contacted in an emergency and out of hours under the Contract. Any proposed changes of representatives, addresses or telephone numbers shall be notified promptly to the Superintendent and confirmed in writing to the Superintendent.

2.C6 SETTING OUT

A survey mark has been placed at the location shown on the drawing. The Contractor shall use this mark as the basis for establishing such other points as may be necessary for the proper completion of the contract.

The Contractor shall when setting out the works and during construction, report to the Superintendent any apparent inconsistency or mistake or error between the set out and data supplied by Frankston City Council, and shall not proceed with further construction works without the authority of the Superintendent. The Contractor thereafter will be responsible for maintaining all survey control.

The Contractor shall take every care to preserve all reference and title pegs. Any pegs which are to be covered by the work must be kept marked with stakes and the location of any pegs which must be removed in order to complete the works must be accurately preserved to the satisfaction of the Superintendent. In the event of failure by the Contractor to preserve the position of any survey pegs, which will necessitate a re-survey, the cost of this survey will be charged to the Contractor.

Permanent Survey Marks

Before commencing construction, the Contractor shall ascertain from the Department of Lands and Survey the location of all permanent survey marks in the area.

The Contractor shall ensure that all permanent survey marks are clearly indicated throughout the period of the contract and shall ensure that no permanent survey mark is interfered with in any way.

In the event of any interference with a permanent survey mark, the Contractor shall report the matter to the Superintendent. The Contractor shall be liable to a penalty as provided in the relevant Act and shall pay all costs and charges involved in the resetting of the permanent survey mark by a Licensed Surveyor as provided in that Act.

PART D: PROGRAM AND PROGRESS

2.D1 CONSTRUCTION PROGRAM

(a) Interpretation

For the purposes of this sub-clause, "construction program" means a program in the format of an activity orientated, critical path network which shows how the Contractor proposes to complete the Works or any separable part of the Works within the period or by the respective dates for Practical Completion.

(b) Construction Program Requirements – the Alternative in Section 1.4 applies:

(i) **Alternative 1:** No Requirement

A construction program is not required to be submitted by the Contractor. Items (c), (d), (e) and (f) of this clause do not apply.

(ii) **Alternative 2:** Minor Construction Contracts

Before commencing work under the Contract the Contractor shall supply to the Superintendent for review a construction program illustrating the planned sequence of work. The program shall be in bar chart form, including the principal activities to be undertaken and restraints clearly identified with a time scale shown in weeks and months. The program shall identify critical path activities, include dates for starting and completion of the principal activities and planned dates for practical completion of the Works or separable parts. Items (c), (d), (e), and (f) of this clause shall apply as far as they are applicable.

(iii) **Alternative 3:** Major Construction Contracts

Where a program has been provided as part of the tender, it shall be incorporated into the Contract until the Construction Program has been reviewed by the Superintendent.

Within 28 days after the date of acceptance of tender, the Contractor shall submit to the Superintendent for review a construction program that takes into account the requirements of the Contract. The program shall be submitted on 3.5 inch computer disc and hard copy.

The program shall be computer based using "Microsoft Project" or an alternative computer program approved by the Superintendent. It shall be in sufficient detail to demonstrate any entitlement that the Contractor may from time to time claim to have pursuant to the General Conditions of Contract and be capable of providing reports which are able to identify the following features in acceptable formats:

- (i) detailed activities with corresponding duration in days;
- (ii) activity dependencies;
- (iii) critical path activities identified for the Works and any separable part of the Works;
- (iv) total and free floats;
- (v) plant and labour resources planned for each activity;
- (vi) dates for approvals required from Frankston City Council, material supplies, or equipment supplies which the Contractor nominates as necessary to maintain the program and which are to be provided by others;
- (vii) milestones which identify significant events including completion of separable parts;
- (viii) as constructed details.

The Contractor shall submit with the construction program the estimated contract value of work to be done each month throughout the Contract and detailed reasons for any divergence from the program and cash flow submitted with the tender.

Items (c), (d), (e) and (f) of this clause shall apply.

(c) Review of Submitted Program

- (i) If the Superintendent considers that the submitted construction program or any subsequent revision thereto does not show sufficient details, or is impractical, or does not comply with the requirements of the Contract, or will not result in completion of the Works by the relevant Date for Practical Completion, the Superintendent may direct the Contractor to resubmit to the Superintendent an amended construction program within seven (7) days for further review.
- (ii) Should the submitted construction program provide for completion of the Works in advance of the relevant times for Practical Completion and the Superintendent does not direct the Contractor to supply an amended construction program, the Contractor may proceed to prosecute the work in accordance with the submitted construction program at the Contractor's own risk.

The dates for particular activities or Practical Completion shown on a construction program will not be accepted as a substitute for any corresponding specified dates in the Contract which shall continue to be the basis for assessment of progress of work and any claims made under the Contract for extensions of time and additional costs.

(d) Review of Progress

At generally monthly intervals unless otherwise agreed, the Contractor and the Superintendent shall together review the progress of the work under the Contract in comparison with the Reviewed Construction Program. Where required by the Superintendent, such review will be conducted as a site meeting between representatives of Frankston City Council and the Contractor held generally monthly or at shorter intervals as decided by the Superintendent.

Reviews held as site meetings shall be chaired by the Superintendent or the Superintendent's nominated representative and minutes prepared by the representative of Frankston City Council and distributed to the Superintendent and the Contractor within fourteen (14) days of the meeting.

(e) Updating and Reporting on Construction Program

The Contractor shall maintain a complete record of the construction program and its changes on both computer disk and hardcopy, throughout the contract.

- (i) The Contractor shall submit to the Superintendent updated construction programs:
 1. at intervals not exceeding three (3) months during the Contract; or
 2. within fourteen (14) days of any change to the critical path for the Works or any separable part of the Works.
 3. within seven (7) days of a request to do so from the Superintendent including an explanation in writing of delays in execution of the work under the contract in comparison with the construction program.
- (ii) Updated construction programs shall provide the same level of detail as the original Construction Program and shall:
 1. show the "as built" program in respect of all work carried out to the time of updating;
 2. be accompanied by a statement of the reasons for changes from the previously submitted Construction Program;
 3. incorporate all extensions of time which have previously been then granted or allowed up to that time by the Superintendent pursuant to sub-clause 35.4;
 4. be accompanied by a statement of any claims for extensions of time which have previously been notified by the Contractor in accordance with sub-clause 35.4 in respect of which the Superintendent is yet to determine.
- (iii) Any updated construction program submitted in accordance with (i) above shall be reviewed by the Superintendent on the basis set out in item (c) above.

(f) Rate of Progress

Where the Superintendent at any time considers that the rate of progress is insufficient to ensure completion of the Works by the relevant Date for Practical Completion, the Superintendent may direct the Contractor to submit within fourteen (14) days written details of the intended procedure for the execution of the remainder of the work under the Contract.

In the event of the Contractor failing to execute the remainder of the work in accordance with the written procedure, the Superintendent shall have full power to complete the work in such manner as the Superintendent may think fit at the sole risk and expense of the Contractor.

2.D2 ADVERSE WEATHER CONDITIONS

Time lost due to adverse weather conditions is defined for the purpose of this Contract as time lost due to wet weather, fog, excessively hot, excessively cold and/or dangerously windy conditions and to the effects of these adverse weather conditions, e.g. wet site conditions following rain.

When wet weather delays the progress of the works resulting in a claim for extension of time, the Contractor shall notify the Superintendent immediately of any time lost due to adverse weather conditions and shall confirm such notification in writing within 7 days. This confirmation shall provide details of the nature and extent of delays and the construction activities affected. The Superintendent, if satisfied that the Contractor has taken reasonable steps to minimise the period of delay, shall record when the delay was reported and an assessment of the delay claimed. This record will form the basis of the Superintendent awarding an extension of time. The maximum period of time which will be recorded on any working day will be eight hours.

Where the Contractor is required to provide a construction program, only delays affecting critical activities will be considered as time lost due to adverse weather conditions.

No additional payment for costs arising from extensions of time granted due to excess adverse weather will be made.

2.D3 WORKING HOURS

Before commencing work under the Contract, the Contractor shall advise the Superintendent, in writing, the working hours proposed for the execution of the work under the Contract.

Unless otherwise specified in Section 1.4 or approved by the Superintendent:

- (a) no work shall be carried out between Good Friday and Easter Monday inclusive, on any Sunday, public holiday, or during the Christmas to New Year periods;
- (b) no work shall be carried out on the site outside the period between 7.00 a.m. or sunrise, whichever is the later, and 6.00 p.m. or sunset, whichever is the earlier; and
- (c) no work shall commence before 9.00 am on any Saturday [refer Environment Protection Authority Residential Noise Regulations 48a(5)].

PART E: PROSECUTION OF WORK

2.E1 SITE MANAGEMENT AND SUPERVISION

The Alternatives in Section 1.4 are to apply to the following arrangements:

(a) Site Supervision:

Alternative 1: The Contractor's site management, programming and program control, quality assurance and methods of work shall be supervised daily by an experienced and qualified engineer. This engineer shall possess the experience and qualifications which would be acceptable to the Institution of Engineers Australia as satisfying the requirements for Corporate Membership, including at least five years' experience in the relevant construction field.

Alternative 2: The Contractor's site management, programming and program control, quality assurance and methods of work shall be supervised daily by an experienced and competent person.

(b) Site Survey:

Alternative 1: For the purposes of setting out the Works in conformity with the specification and drawings, the Contractor shall engage an experienced and qualified surveyor. This surveyor shall possess the experience and qualifications which would be acceptable to the Institution of Surveyors, Australia as satisfying the requirements for Corporate or Associate Membership or alternatively, possess the experience and qualifications which would be acceptable for Membership to the Institution of Engineering and Mining Surveyors, Australia.

Alternative 2: For the purposes of setting out the Works in conformity with the specification and drawings, the Contractor shall engage an experienced and competent person.

(c) Landscape Supervisor:

Alternative 1: The Contractor shall nominate a Landscape Supervisor to be on site for the duration of all landscape work. This person shall have a Landscape Trade Certificate (TAFE), equivalent qualification or at least 2 years horticultural expertise on work of a similar size and scope.

Alternative 2: The Contractor shall nominate an experienced and competent person to be on site for the supervision of all landscape work.

The surfaces and quantities measured by the Contractor under this Contract shall be made available to the Superintendent in an electronic (ASCII) format.

Should the Contractor's site supervisory staff prove unsatisfactory with respect to progress, quality of work and methods of work, the Superintendent may direct the Contractor to provide such additional competent and experienced staff as may be necessary to ensure satisfactory progress of the Works and that the quality and the methods of work are acceptable.

2.E2 PROVISIONAL ITEMS

(a) General

Prior to commencement of any works to be undertaken on provisional items, the Contractor shall obtain approval of the Superintendent for the works to proceed.

(b) Establishment of Daywork Rates

(i) Labour and Plant

Within fourteen days of a request by the Superintendent, the Contractor shall submit to the Superintendent for acceptance daywork rates for labour and plant not included in the Schedule of Daywork Rates and which are proposed to be employed for work included under this clause.

Where no Schedule of Daywork Rates was included in the tender documents, the daywork rates submitted for acceptance by the Superintendent shall apply to all labour and plant proposed to be used for the work.

The rates shall be submitted as hourly rates, or where daily rates are used, the hourly rate shall be taken to be one-tenth of the daily rate. These rates shall also cover all overhead administrative costs, all operator costs including site allowances, mobilisation costs, fuel, servicing and profits, and if accepted shall be taken into account by the Superintendent in making a determination pursuant to the General Conditions of Contract.

(ii) Materials

Within fourteen days of a request by the Superintendent, the Contractor shall submit to the Superintendent for acceptance, a charge rate to cover overheads, administrative costs, and profit for the supply of materials incorporated into the Works as part of directed dayworks. The charge rate shall be expressed as a percentage and shall be applied to the actual costs of all material supplied and required for the work.

If the rates submitted by the Contractor are considered to be unacceptable, the Superintendent will advise the Contractor accordingly within fourteen days after which the Contractor shall resubmit within fourteen days amended rates for acceptance. If such rates are still unacceptable, the Superintendent will set rates within twenty days of the submission of the amended rates.

In setting the rates for labour, plant and materials the Superintendent will consider current market rates, other contract rates for similar labour or items of plant doing similar work on other contracts, the model, age and condition of items of plant proposed for use on the Works by the Contractor and other relevant information and factors.

Daywork rates submitted with the tender will be subject to the relevant price adjustments provided for in the Contract. Daywork rates submitted and accepted or set by the Superintendent during the Contract will not be subject to price adjustment but may be reviewed at periods not less than six (6) months.

Dayworks shall not proceed using labour, plant and material which do not have daywork rates accepted or set by the Superintendent.

Labour, plant and materials used for urgent repairs in accordance with the General Conditions of Contract, and for which no daywork rates have been accepted or set by the Superintendent, will be paid for in accordance with the provision of the General Conditions of Contract.

2.E3 CO-OPERATION

Frankston City Council reserves the right to perform works or award other contracts for work on or adjacent to the site. The Contractor shall co-operate with all other contractors and other work forces so as to avoid delay or hindrance to their work and to ensure that all work is performed expeditiously.

2.E4 TRENCHING OR PIT EXCAVATION

In addition to complying with the requirements of the Mines Act 1958 and the Code of Practice for Safety Precautions in Trenching Operations, and relevant subordinate regulations, the Contractor shall provide to the Superintendent at least seven days prior to commencing the excavation of any trench (or pit) which will be 1.5 m or more in depth, the name of the nominated supervisor of the trench and a copy of the Notice of Intention to Excavate. Complete details of the proposed method of construction, including the proposed measures for the protection of employees from the possible hazard of moving ground shall be detailed.

2.E5 BLASTING

Blasting shall not be undertaken in the execution of the work under the Contract without the written approval of the Superintendent.

2.E6 PUBLIC UTILITIES AND SERVICES

(a) Public Utilities

Care has been taken to locate all relevant existing services and this information is available the Contractor from the drawings, however, Frankston City Council takes no responsibility for the ultimate accuracy of the service locations.

Unless otherwise specified, the Contractor will arrange for services and installations affected by the work under the Contract to be altered in advance of the work.

Prior to commencing any of the works under the contract, the Contractor shall obtain all relevant information from the appropriate Authorities concerning the location of any water, sewerage or gas mains, underground pipes or cables which may be affected by the works.

The Contractor shall have no claim against the Frankston City Council for any delay, loss or inconvenience which may occur through the necessity of such alterations.

The Contractor shall be responsible for any damage which in the opinion of the Superintendent has been caused to any Authorities assets by any works or operations under the control of the Contractor.

The Contractor shall also be responsible for any damage cause to the works of this contract by any fault that may develop in any of the above Authority assets.

Where any damage is caused, the Contractor shall notify the appropriate Authority immediately of the damage and make arrangement for any repairs that may be necessary and shall have no claim against the Frankston City Council for any delay, loss or inconvenience which may be caused by any such damage.

The Contractor shall at all times keep all water main cocks and fire fighting plugs and hydrants free from obstruction. Should it be necessary to temporarily dump spoil or other material over Authorities surface fittings, the position of these fittings shall be conspicuously marked by the Contractor.

(b) Existing Property Services

The Contractor shall at his own expense lower and/or raise as necessary all existing gas and water services to properties so that the depth of these service pipes will be not less than 150 mm below the finished sub-grade level of the road and not less than 450 mm below the finished levels in the naturestrip.

The Contractor shall replace all existing GI water services with copper tubing and all joins in copper shall be kept clear from under the pavement and kerb and channel.

This work shall be carried out by a licensed plumber.

Prior to disconnecting any service to each property, the Contractor shall give reasonable notice to the occupants of the properties involved.

The Contractor shall make the necessary provision for cutting and sealing any water or gas services where required, and ensuring that all leaks and defects are stopped or repaired before construction proceeds.

During the progress of the works and to the end of the maintenance period, the Contractor shall be responsible for and shall repair, at the Contractor's expense, all damage to service pipes caused directly or indirectly by the works of the contract.

(c) House Stormwater and Sewer Drains

The Contractor shall supply and lay house drains to each allotment where shown on the drawings or where directed by the Superintendent. Pipes shall be 100 mm PVC laid from the building line to the

kerb and channel in a straight line with a uniform fall of not less than 1 in 60, generally 5 m from the low side boundary

OR

The Contractor shall assess the integrity of each existing house drain within the road reservation and replace pipes where necessary or where directed by the Superintendent and also allow for connection of existing house drains that are within 2 metres from the construction zone.

Where house drains connect directly to a piped drain behind the kerb, the kerb shall be marked with a 50 mm dia circle inscribed with the letters "H/D" to indicate the location of the house drain. The location of all house drains shall be marked with a 50 mm high "HD" on the back of the footpath (if constructed).

Where it is necessary to lower or relocate any sewerage connection from a house or building to the sewer, the appropriate Authority shall be notified and the alterations carried out by the Contractor at his expense under the supervision of the Authority.

During the progress of the works and to the end of the maintenance period, the Contractor shall be responsible for and shall repair, at the Contractor's expense, all damage to house stormwater or sewer drains caused directly or indirectly by the works of the contract.

(d) Service Conduits

(i) General

Conduits for future services shall be installed under the road pavement where shown on the drawings or as directed by the Superintendent. All conduits required shall be laid as specified after the road pavement boxing is finally trimmed and before the kerb and channel is placed.

Conduits shall extend at least 600 mm behind the back of kerb and multiple conduits shall have 100 mm clear space between each conduit. Where conduits cross agricultural pipes, the bottom of the service pipe shall be not less than 75 mm above the top of the agricultural pipe.

Trenches under existing or proposed road pavement, driveways and footpaths shall be backfilled with 20 mm Class 3 Fine Crushed Rock as for drainage trenches specified in Section 5 of the Specification.

The position of conduits and their type shall be marked on the face of kerb in accordance with the requirements set out in Section 7 clause 7.11.

(ii) Water and Gas Service Conduits

Water and gas service conduits shall be provided for each allotment on the opposite side to the existing or proposed water or gas main. They shall be 50 mm diameter Class 9 PVC or other type approved by the Superintendent and shall be laid on a straight line and grade with the top of the conduit a minimum depth of 250 mm into the sub-grade.

All refill material, other than Fine Crushed Rock, within road reserves is to be compacted to a density of not less than 95% of AS 1289, 5.1.1 (Standard Compaction) and in the case of Fine Crushed Rock, 95% of AS 1289 5.2.1 (Modified Compaction).

The inside of conduits shall be left free from any debris and the ends shall be sealed with press fit PVC caps. Their location shall be temporarily marked by a yellow peg on each side of the road on the exact line of the service, or where no kerb and channel is to be constructed, their location shall be permanently marked by two concrete indicator posts located 300 mm of each property boundary.

(iii) Telephone Cable Conduits

The Contractor shall install telephone conduits at locations indicated on the drawings.

Conduits shall be laid in a straight line and the top at a depth of 700 mm below tip of kerb. The conduits shall be evenly bedded and joined together, covered and backfilled as specified in (ii) above.

The inside of conduits shall be left free from any debris and the ends shall be sealed with press fit PVC caps. Their location shall be temporarily marked by a yellow peg on each side of the road on the exact line of the service.

(iv) Electricity Conduits

Electricity service conduits shall be provided at locations indicated on the drawings or as directed by the Superintendent with a minimum cover of 600 mm. They shall be 63 mm OD, underground, rigid PVC, heavy duty, orange, complying with AS 2053-1984.

A draw wire of galvanised steel 2 mm (14 SWG) shall be supplied in each conduit. The end of the conduits shall be sealed with duct tape and the trench backfilled as specified in (ii) above. Their location shall be temporarily marked by a yellow peg on each side of the road on the exact line of the service.

2.E7 ORIGIN OF MATERIALS

All materials and goods described in this specification shall be the best of their respective kinds. Depending on the degree of procurability and suitability, the approval of the Superintendent will normally be given for the use of all materials and goods manufactured in Australia.

2.E8 MATERIALS SUPPLIED BY COUNCIL

All materials to be supplied by Council will be delivered to the site of the works. The Contractor shall give one week's notice for the supply of these materials.

On delivery, the materials shall be signed for by the Contractor who shall thereafter accept full responsibility for the materials until completion of the works. Any materials damaged after delivery and acceptance by the Contractor shall be replaced at the Contractor's expense.

2.E9 OWNERSHIP OF EXSITING MATERIALS AND STRUCTURES

The Contractor shall remove salvaged materials and structures to the Council Depot, Buna Avenue Seaford, or to other locations within a 5 km radius of the Site as directed by the Superintendent.

2.E10 TIPPING LOCATION AND CHARGES

The Contractor is advised that municipal tipping facilities are not available within the municipal boundary. The Contractor must make an allowance for tipping charges in the Contract price.

2.E11 REINSTATEMENT AND CLEAN UP

On completion of the work, the Contractor shall make good all road pavements, footpaths, naturestrips, easements and other surfaces disturbed by the works, do all other necessary repairs to the satisfaction of the Superintendent.

The Contractor shall also re-erect and/or repair, to the satisfaction of the Superintendent, all fences, signs, gates and buildings removed or damaged during the progress of the works.

The Contractor shall leave the whole of the site of the works and the locality free from rubbish and debris of all kinds at the completion of work and shall, at the Contractor's own expense, remove and dispose of all such rubbish, debris, surplus materials, etc.

All sand and soil spread on kerbs, channels, paths and crossings shall be removed therefrom. If necessary, concrete footpaths and channels shall be flushed and swept down. All stormwater drains shall be flushed clean.

On the expiration of the maintenance period, the Contractor shall hand over the works in a neat and clean condition.

2.E12 MAINTENANCE

The Contractor shall maintain the works of this contract to the satisfaction of the Superintendent for the Defects Liability period set out in Annexure A to the General Conditions of Contract, unless otherwise specified, after practical completion of the work. The liability of the Contractor during this period shall be, but not limited to, the maintenance of the surface of the roadway, footpaths, naturestrips and easements in good order, free from weeds, excess loam, loose crushed rock. Filling of ruts and depressions, re-seeding and nurture areas where grass has not grown. Flush and clean all drainage lines.

If at the end of the maintenance period, the necessary maintenance work has not been carried out to the satisfaction of the Superintendent, the Frankston City Council shall have the right to and will complete the necessary maintenance work at the expense of the Contractor.

2.E13 AS CONSTRUCTED DRAWINGS

The Contractor must provide on or before practical completion of the contract one set of construction plans noting any changes made during the course of construction to the Superintendent. The as constructed notes must be made on a clean set of plans in red pen, and detail anything that has deviated from the design and/or is outside the specified tolerances. Upon request, Frankston City Council will supply free of charge one set of drawings to the Contractor for this purpose.

PART F: OFF-SITE

2.F1 INSPECTION OF PROPERTY

Prior to the commencement of work, the Superintendent may arrange for a joint inspection of land and buildings adjacent to the site, to be made by representatives of Frankston City Council, and the Contractor. The condition of the land and buildings will be recorded for comparison purposes after the completion of the Contract period.

Any damage caused to the land and building due to the Contractor's use of inappropriate methods or negligence will be the responsibility of the Contractor.

2.F2 WORK IN PRIVATE PROPERTY

Where the Contractor is authorised by the Superintendent to enter private property to carry out work under the Contract, the Contractor shall give the occupier of the land 7 days notice of intention to enter or to remove any fence and shall also erect any temporary fencing that may be necessary.

Entry shall be by a gate, or gates to be erected by the Contractor which shall be kept securely locked when not in use. Where fences are rabbit proof, the gates erected shall also be made and kept rabbit proof, and the Contractor shall be responsible and liable for the trespass of vermin.

2.F3 CLEARANCES FROM LANDOWNERS AND OCCUPIERS

Before final payment is made, the Contractor shall produce written clearances from all landowners and occupiers whose properties have been entered by the Contractor or the Contractor's employees or agents, for the purpose of carrying out work under the Contract, to certify that the landowner and occupier have no claim against Frankston City Council for any loss or damage due to the Contractor's operations and that the land and improvements have been left in a satisfactory condition.

2.F4 USE AND CARE OF ROADS

The Contractor shall be responsible for repair of damage caused to any roads, bridges or other structures by transporting material under the Contract. The Contractor is advised that Frankston City Council and municipal councils have power under their respective Acts to recover the cost of repair of damage to roads. If requested by the Superintendent, the Contractor shall submit clearances from municipal and other authorities concerned before the Final Certificate is issued.

In respect of repair of damage to roads, the Contractor will be deemed when tendering:

- (a) to have inspected the roads used for transport;
- (b) to have acquired, by consultation with the municipal or other authorities concerned, knowledge of the roads and any existing or likely restrictions upon their use which could affect the transport proposals;
- (c) to have assessed the possibility and extent of any damage to the roads which may be caused by transport under the Contract;
- (d) to have made due allowance for the effects of such restrictions and for the cost of rectification of such damage in accordance with the requirements of the authorities concerned.

PART G: TRAFFIC MANAGEMENT

2.G1 GENERAL

This clause covers requirements where the Contractor is solely responsible for traffic management.

Unless otherwise specified, the Contractor shall make provision for traffic, including pedestrians, in accordance with this section and the relevant parts of the VicRoads Worksite Traffic Management (Roadworks Signing) Code of Practice, hereinafter referred to as the Code, or Australian Standard AS 1742.3 – Manual of Uniform Traffic Control Devices. The Contractor shall make such provision for traffic notwithstanding anything contained in the General Conditions of Contract and without derogating in any way from the Contractor's obligations pursuant to the General Conditions of Contract and in particular from the Contractor's obligations pursuant to Clause "Protection of People and Property" of the General Conditions of Contract.

For the purposes of applying the Code a reference therein to VicRoads shall be taken as a reference to the Contractor subject to such modification as the context may require. A copy of the Code or AS 1742.3 shall be available for use by the Contractor's personnel and produced when requested by the Superintendent.

The Contractor shall submit, before commencing any part of the work, a Traffic Management Plan providing details of the proposed provisions for traffic to be provided during the Contract for review by the Superintendent.

The number, type and location of signs and devices shall be not less than the standards set out in the Code as applicable and shall also meet the requirements of this section.

Should circumstances arise which are not adequately covered by the Code or this section, the Contractor shall submit alternative proposals to the Superintendent for review prior to works proceeding.

Work shall not commence or continue at any location until all appropriate signs and devices such as lamps, barricades, traffic control apparatus and the like are in place, side tracks have been constructed where required and line marking completed where required.

At all times when the Contractor's employees are on site, the Contractor shall render immediate assistance without charge to any person whose lawful passage through a work area may be obstructed or made difficult by or as a result of the Contractor's operations.

Unless otherwise approved, when work is not being performed on the site, traffic shall not be carried through that works zone or works area on side tracks, detours or part widths of the existing pavement.

2.G2 SIGNS AND DEVICES

Unless otherwise specified, the Contractor shall supply all signs and devices required to complete the work covered by this section.

Signs and devices shall comply with the relevant requirements of the Code together with the following additional requirements:

(i) Pavement Markers

Pavement markers shall comply with the requirements of AS 1906, Retroreflective Materials and Devices for Road Traffic Control Purposes, Part 3 - Raised Pavement Markers (Retroreflective and Non Retroreflective). The adhesive used to fasten them to the pavement shall comply with the requirements of Section 853 of VicRoads Standard Specifications.

(ii) Retroreflective Sheeting

Retroreflective sheeting used on any sign or device shall comply with the requirements of AS 1906, Retroreflective Materials and Devices for Road Traffic Control Purposes, Part 1 - Retroreflective Materials, for Class 2 material, except that the coefficient of luminous intensity shall be not less than 50% of the values given in Table 2.2 of AS 1906, Part 1, for each designated colour when tested in the cleaned condition.

(iii) Signs

Dirty, illegible, damaged or faded signs shall not be used if there is any doubt that the message or intent of the sign is unclear or confusing to road users. The Contractor shall clean, replace or renew all signs as required to ensure legibility and luminous intensity.

2.G3 STORAGE OF PLANT AND EQUIPMENT

When not in use, the Contractor shall be responsible for the safe storage of plant and equipment clear of the travelled path. Wherever possible, plant and equipment shall be stored not less than 3 m from the edge of the traffic path in urban areas and not less than 5 m in rural areas. If it is not possible to provide such clearance, the plant and equipment shall be moved from the Works area to a suitable storage site or be protected by suitable signs, lights and devices.

2.G4 CARE OF AREAS USED BY TRAFFIC

The Contractor shall be responsible from the Date of Possession for ensuring that the road pavement and shoulders being used by traffic within the Work site are in a safe and trafficable condition. The Work site includes the Work area as defined by "Limit of Works" on the drawings and any additional length of road required for advance signing, tapers, side-tracks or other areas needed for associated purposes.

Any material which has fallen on any travelled path as a result of the Contractor's transportation or other operations and any material stored near the travelled path which could constitute a hazard to traffic shall be removed by the Contractor immediately.

2.G5 ACCESS TO SIDE ROADS AND ABUTTING PROPERTY

Construction operations shall be conducted in such a manner as to minimise inconvenience to abutting property owners. Unless otherwise specified, access to properties and side roads shall be maintained at all times wherever practicable other than when the works present a traffic hazard or the work would suffer damage as a result of the passage of traffic.

Where the Contractor proposes to restrict access to abutting properties as a result of the Contractor's operations, the Contractor shall provide a minimum of 24 hours notice to the affected property owner/occupier.

Access shall not be denied to any abutting property outside the customary working hours.

2.G6 OPERATIONS AFFECTING TRAFFIC

(a) General

Unless otherwise specified, the Contractor shall so conduct the operations as to minimise obstruction and inconvenience to the public, and shall not have under construction any greater length or amount of work than can be managed properly with due regard to the convenience of the public.

If the intermingling of construction plant with traffic is unavoidable the intermingling shall be minimised at all times.

Unless otherwise specified, the Contractor shall:

- (i) provide a minimum safe working width for the Contractor's construction plant plus an absolute minimum clearance to the edge of the traffic path of 1.2 m;
- (ii) provide a minimum one way clear travel path width for traffic of not less than 3.5 m for one-way operation and 7 m for two-way operation;
- (iii) not work on any part of a carriageway during peak traffic flows unless such work is so conducted that it does not cause any additional delays to traffic than if the work was not done;
- (iv) locate the longitudinal joint(s) for pavement construction and/or cold planing works at either the traffic lane line(s) or at the centre of the traffic lane(s) or as specified in Clause 11.18(c) for asphalt paving.

The shoulder (sealed or unsealed) may be used as part of the travelled path subject to the agreement of the Superintendent.

(b) Earthworks and Pavement Construction

Unless otherwise approved by the Superintendent, earthworks and pavement construction shall proceed only in areas clear of travelled paths and footpaths.

Where construction is being carried out over part of the carriageway width, the following conditions shall apply:

- (i) Steps or batters within 1.5 m of the travelled path of the carriageway shall be delineated as specified in the Code. Where the step or batter forms a drop in level of more than 200 mm at a slope steeper than 1 in 6, barricades shall be used in addition to delineation.
- (ii) Where the level difference is in the form of a step or batter of less than 80 mm and is between the travelled paths, such step or batter shall be removed before the close of work each day and the full width of carriageway made available to traffic overnight. The removal of such step or batter shall be effected by shaping to a crossfall not steeper than 1 in 10.
- (iii) Unless otherwise specified, prior to the close of work each day all steps between layers of unbound pavement material being placed shall be tapered to a slope not steeper than 1 in 10.

(c) Footpaths and Pedestrian Walkways

Unless otherwise specified, temporary footpaths or pedestrian walkways within the work zone shall be not less than 1.5 m wide, shall have a firm, even and free draining surface and shall be free from steps and obstructions.

2.G7 SIDE TRACKS, DETOURS AND ROAD CLOSURES

(i) Side Tracks

HP Traffic shall not be diverted on to any side track until permission to use such side track has been given by the Superintendent.

(ii) Detours

Unless otherwise specified, traffic shall not be detoured on to roads outside the works zone.

(iii) Road Closures (refer to VicRoads Traffic Management Note No. 10 “Procedure for Planning Road Closures”)

General

Good planning and notification of road and lane closures should result in minimal interruption to traffic on the route. It should also result in better co-ordination with other events, avoiding situations (for example) where traffic is blocked or constrained on adjacent routes at the same time.

Traffic Management Plan

All procedures for any road closures must be included in the Traffic Management Plan. The amount of detail included in the plan is dependent on the likely impact on traffic of the closure of the road or section of road. The plan must take into account the available traffic capacity, possible alternative routes, time of day when the closure can best be undertaken, traffic signal changes, need for publicity and other issues.

Notification

For works on VicRoads declared roads, at least two weeks before the road closure is to take place, the Traffic Control and Communications Centre (TCCC) is to be advised by creating a Work/Event Report on the Real Time Traffic Information database on VR Notes1. This provides adequate time for the road closure to be included in the VicRoads Roadworks bulletin. On the day or night of the works, the Contractor must notify the Superintendent and the TCCC of implementation time and completion of the closure, advise of the expected duration and any adverse impacts on traffic. Details of each closure for all major works will then be entered by TCCC staff in the Real Time Traffic Information database.

Advertisements should also be placed in the print media for all works which could cause a significant disruption to traffic. The number of times that advertisements are repeated is dependent on the likely impact of the closure.

A letter drop should take place to all commercial and residential premises adjacent to, or affected by, any significant works explaining why the works are required and detailing the closures, their times and duration.

Advance notification of impending works is to be provided by use of Variable Message Signs (VMS) at strategic locations in advance of the work site, at least 7 days prior to the closures. At the time of the closure, signs including VMS (where appropriate) are to be located at points which allow motorists to take alternative routes in accordance with the Traffic Management Plan.

Monitoring During Closure

Wet weather, incidents on adjacent routes, or unforeseen events may result in a decrease in the available traffic capacity in the area resulting in longer delays. The Superintendent should ensure that the closure and the traffic operations are regularly reviewed and that consideration is given to taking remedial action where necessary if the traffic delays are greater than 10 minutes.

Any change to the closure is to be checked against the provisions of the Code and the TCCC should be notified.

(iv) Restoration

Prior to the issue of the Final Certificate, unless otherwise specified, detours and side tracks used or constructed during the Contract shall be restored to the condition existing at the time of commencement of the work under the Contract. Where the Contractor is responsible for the restoration of detours and side tracks the Contractor shall produce from the local authorities or landowners concerned clearances in writing stating that such detours and side tracks have been restored to their satisfaction.

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| 3. Clearing & Grubbing | 3.2 Limits of Work | (a) General | 1 | <ul style="list-style-type: none"> Prior to the commencement of any clearing and grubbing, the Contractor shall peg the extent of the area to be cleared and conduct a joint inspection with the Superintendent to identify vegetation to be retained and protected. No clearing work or any type of disturbance outside this area shall be carried out without the prior approval of the Superintendent. |
| 4. Earthworks | 4.16 Preparation of Subgrade | Paragraph 1 | 9 | <ul style="list-style-type: none"> The pavement subgrade shall be inspected and approved by the Superintendent prior to the placing of any road pavement material. |
| 5. Stormwater Drains and Pits | 5.11 Laying | (a) General | 4 | <ul style="list-style-type: none"> Pipes shall not be laid before the trench and bed has been inspected and approved by the Superintendent. |
| 6. Concrete | 6.5 Consistency | | 2 | <ul style="list-style-type: none"> The consistency of the concrete shall be determined by a slump test. Concrete with a slump exceeding 100 mm shall not be used. The Superintendent will determine the maximum slump to be used for each portion of the work. |
| | 6.6 Formwork | (b) Materials | 2 | <ul style="list-style-type: none"> Placing of concrete will not be permitted to commence until the formwork has been checked and approved by the Superintendent. Such approval will not relieve the Contractor of responsibility for any defects in the works which may become apparent during or after placing of concrete. |
| | 6.7 Reinforcement | | 3 | <ul style="list-style-type: none"> Placing and fastening of reinforcement in each section of the work shall be inspected and approved by the Superintendent before any concrete is poured in the section. |
| | 6.8 Placing of Concrete | | 3 | <ul style="list-style-type: none"> Concrete shall not be placed until the contractor has submitted details of the proposed method of placing and compaction to the Superintendent for review and approval. |
| | 6.9 Compaction of Concrete | (c) Kerb Extrusion Machines | 4 | <ul style="list-style-type: none"> On incidental, isolated, or on works where the total length of kerb cast in one day's production, is less than 150 linear metres, three (3) core tests shall be conducted. The Contractor shall request the Superintendent to nominate the position of each test. |
| | 6.12 Removal of Forms | | 5 | <ul style="list-style-type: none"> Unless adequate supports are provided, forms shall not be removed until the concrete has achieved adequate strength. Forms shall not be removed without the permission of the Superintendent. |
| 7. Concrete Kerb and Channel | 7.2 Bedding Preparation | | 1 | <ul style="list-style-type: none"> The sub-grade shall be inspected and approved by the Superintendent before any crushed rock bedding is placed. The crushed rock bedding and kerb string line shall be inspected and approved by the Superintendent before any concrete kerbing is placed. |
| 8. Footpath Pavement Construction | 8.7 Excavation and Bedding Preparation | | 1 | <ul style="list-style-type: none"> The sub-grade shall be inspected and approved by the Superintendent before any crushed rock bedding is placed. |

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| | | | | <ul style="list-style-type: none"> The crushed rock bedding shall be inspected and approved by the Superintendent before any paving is commenced. |
| | 8.8 In-situ Concrete Paving | (ii) Formwork | 2 | <ul style="list-style-type: none"> Formwork shall be placed for a minimum length of 30metres and shall be inspected and approved by the Superintendent before any concrete is cast. |
| 9. Linemarking | 9.7 Application of Painted Markings | | 3 | <ul style="list-style-type: none"> Painting shall not commence until the Superintendent has inspected the set out and given consent to proceed, unless an exemption has been granted in writing by the Superintendent. |
| | 9.9 Application Rates of Plastic Markings | | 3 | <ul style="list-style-type: none"> Application of material shall not commence until the Superintendent has inspected the set out and given consent to proceed, unless an exemption has been granted in writing by the Superintendent. |
| 10. Road Pavement Construction | 10.12 Spreading if Fine Crushed Rock | | 12 | <ul style="list-style-type: none"> The whole of the road bed (sub-grade) shall be compacted, proof rolled, checked for depth and approved before any pavement material is spread. Each layer shall be compacted, checked for depth and approved before any further pavement layers applied. |
| | 10.13 Compaction | | | <ul style="list-style-type: none"> The final crushed rock layer shall be compacted tested and approved before any asphalt or sprayed bituminous layers applied. |
| | 10.17 Preparation for Sprayed Bituminous Surfacing | | 15 | <ul style="list-style-type: none"> An inspection of the shape and surface conditions shall take place prior to approval of the prepared pavement for sealing. |
| | 10.18 Preparation for Hot asphalt Surfacing | | 16 | <ul style="list-style-type: none"> An inspection of the shape and surface conditions shall take place prior to approval of the prepared pavement for sealing. |
| 11. Hot Asphalt Surfacing | 11.19 Commencement of Placing | | 14 | <ul style="list-style-type: none"> The placement of any asphalt layer shall not commence until the consent to proceed is obtained from the Superintendent. |
| 12. Sprayed Bituminous Surfacing | 12.6 Rates of Application of Bituminous Material and Aggregate | | 4 | <ul style="list-style-type: none"> At least two weeks prior to the commencement of work, the Contractor shall submit the design rates of application for bituminous material and aggregate for review by the Superintendent. |
| | 12.9 Commencement of Works | 12.9.1 General | 5 | <ul style="list-style-type: none"> Work shall not commence until the Contractor and the Superintendent have agreed that the road surface is true to cross section, smooth, hard, dry and ready and fit for surfacing and that there is sufficient materials, plant and personnel on site to carry out the works as specified. |

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| | | 12.9.2 Annual Pavement Resealing Program | 5 | <ul style="list-style-type: none"> Within two weeks of the date of award of the Contract, the Contractor shall submit to the Superintendent for review the sealing program for the whole of the works. |
| | 12.16 Bituminous Seal First Coat | | 8 | <ul style="list-style-type: none"> Prior to the commencement of work, the Contractor shall submit the design rates of application for bituminous material and aggregate for review by the Superintendent. |
| | 12.19 Bituminous Seal Second or Final Coat | | 9 | <ul style="list-style-type: none"> Prior to the commencement of work, the Contractor shall submit the design rates of application for bituminous material and aggregate for review by the Superintendent. |
| | 12.23 Maintenance of Works | | 10 | <ul style="list-style-type: none"> The Contractor shall advise the Superintendent in writing of the proposed treatment to effect the (seal failure) repairs before undertaking the repair work. |
| 13. Signs, Furniture, Fencing, Guide Posts and Steel Beam Guard Fence | 13.1.4 Erection of Posts | | 1 | <ul style="list-style-type: none"> Before the erection of posts proceeds, the Superintendent will review and confirm the required positions of all posts and signs. |
| | 13.5 Steel Beam Guard Fence | 13.5.5 Installation | 19 | <ul style="list-style-type: none"> Prior to installation the Contractor shall confirm with the Superintendent the required location and length of all guard fence. |
| 15. Landscape Works | | (xvi) Trimming and Finished Levels | 9 | <ul style="list-style-type: none"> A representative sample of topsoiling and any associated ground trimming, not less than 100 sq m in area shall be made available for review by the Superintendent at not less than 24 hours notice prior to the commencement of the balance of the relevant work. The accepted topsoiling and any associated ground trimming shall be used as a reference standard for the remaining work to be completed under the contract. |
| | 15.10 Planting | (a) Mulching | 10 | <ul style="list-style-type: none"> A representative sample of mulching not less than 100 sq m in area shall be made available for review by the Superintendent at not less than 24 hours notice prior to the commencement of the balance of the relevant work. The accepted mulching shall be used as a reference standard for the remaining work to be completed under the contract. |
| | 15.14 Drainage for Landscape Work | (a) General | 14 | <ul style="list-style-type: none"> The Superintendent shall inspect all drainage work prior to backfilling. |

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| 16. In-situ Stabilisation of Existing Pavement Materials | 16.6 Commencement of Work | | 5 | <ul style="list-style-type: none"> The Contractor shall not commence work until all mix design details have been presented to the Superintendent showing compliance with the requirement of Clause 16.5 and approval has been given for the stabilisation work to proceed. |
| | 16.8 Construction | (a) General | 6 | <ul style="list-style-type: none"> Stabilisation work shall not commence until the boxing has been checked for correct levels. |
| | | (d) Mixing | 7 | <ul style="list-style-type: none"> Where lime and cement are both used, they shall not be mixed at the same time. An interval of 24 hours (min) shall be maintained between mixing of lime and subsequent mixing of cement. |
| | | (f) Trimming | 7 | <ul style="list-style-type: none"> The stabilised layer shall be checked for depth and approved by the Superintendent prior to the placing of any road pavement material. |
| | 16.10 Test Rolling | | 7 | <ul style="list-style-type: none"> The Contractor shall submit to the Superintendent for review and approval a test rolling procedure to be used. The procedure shall include timing of the test, method of preparation for the test and extent of test rolling. Test rolling shall be undertaken in accordance with the approved procedure in the presence of the Superintendent. |
| | 16.12 Preliminary Trial | | 8 | <ul style="list-style-type: none"> Stabilisation work shall not proceed outside the trial section until the Superintendent has reviewed all aspects of the stabilising operation. The Superintendent's review of the stabilising plant and procedures will be provided to the Contractor by the end of the next working week day after the trial's completion. If the Specification requirements are not met for this trial section, the Superintendent may direct that another trial section is stabilised or the rejected section be re-stabilised and presented for e-assessment. |
| 17. In-situ Stabilisation of Subgrade | 17.6 Commencement of Work | | 3 | <ul style="list-style-type: none"> The Contractor shall not commence work until all mix design details have been presented to the Superintendent showing compliance with the requirement of Clause 17.5 and approval has been given for the stabilisation work to proceed. |
| | 17.8 Construction | (a) General | 4 | <ul style="list-style-type: none"> Stabilisation work shall not commence until the boxing has been checked for correct levels. |
| | | (d) Mixing of Lime | 5 | <ul style="list-style-type: none"> Where the required degree of breakdown of the soil is not achieved on the day of mixing, the Contractor shall notify the Superintendent and any action to be taken shall be submitted to the Superintendent for review. |
| | | (e) Mixing of Cement | 5 | <ul style="list-style-type: none"> Where lime and cement are both used, they shall not be mixed at the same time. An interval of 24 hours (min) shall be maintained between mixing of lime and subsequent |

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| | | | | mixing of cement. |
| | | (g) Trimming | 6 | <ul style="list-style-type: none"> The stabilised subgrade layer shall be checked for depth and approved by the Superintendent prior to the placing of any road pavement material. |
| | 17.10 Test Rolling | | | <ul style="list-style-type: none"> The Contractor shall submit to the Superintendent for review and approval a test rolling procedure to be used. The procedure shall include timing of the test, method of preparation for the test and extent of test rolling. Test rolling shall be undertaken in accordance with the approved procedure in the presence of the Superintendent. |
| | 17.12 Preliminary Trial | | 7 | <ul style="list-style-type: none"> Stabilisation work shall not proceed outside the trial section until the Superintendent has reviewed all aspects of the stabilising operation. The Superintendent's review of the stabilising plant and procedures will be provided to the Contractor by the end of the next working week day after the trial's completion. If the Specification requirements are not met for this trial section, the Superintendent may direct that another trial section is stabilised or the rejected section be re-stabilised and presented for e-assessment. |
| 18. Bituminous Slurry Sealing | 18.8 Mix design and Test requirements | | 2 | <ul style="list-style-type: none"> The mix designs and the information listed (below) shall be submitted to the Superintendent at least two weeks prior to the proposed date for the commencement of supply of the slurry surfacing. No slurry sealing shall be supplied until the mix has been approved by the Superintendent. The Superintendent shall also be notified before any changes are made to the components or proportions of components used in the approved mix. |
| | 18.3 Mixing and Spreading | | 4 | <ul style="list-style-type: none"> Spreading shall not commence until approval to proceed is obtained from the Superintendent. |