



Contract No. NPARC\_BLD\_325POIPOI\_2025\_T

Community Housing Project – 325 Poi Poi Str

**Northern Peninsula Area Regional Council**

**Supplementary Conditions of Contract**

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## 1 PRELIMINARIES

### 1.1 Applicable Standards

All materials and workmanship incorporated into the Works shall comply with the requirements of the following, where applicable:

- The relevant Australian Standards and Codes
- Project Drawings and nominated Standard Drawings
- Safe Design of Structures (Code of Practice 2013)
- Work Health and Safety Act 2011 and Regulations
- Building Code of Australia and National Construction Code; and
- Be fit for purpose.

The above standard suite of specifications applicable at the time of the Invitation to Offer, which shall be used as base specifications for this Contract.

Any specific Contract requirements identified in these Supplementary Conditions shall take precedence over the requirements set out in the Standard Specifications.

### 1.2 Site Information

#### 1.2.1 General

- a) Any Site Information provided:
  - i. Relates only to the specific locations examined, measured or testing as shown in that Site Information; and
  - ii. May not be representative of conditions in other parts of the Site, and the Tenderer acknowledges and agrees that the sub-surface conditions may vary between test locations, at depths below which examinations, measurements and testing have been carried out and also with time and climactic conditions.
- b) It is the Tenderer's responsibility to interpret and assess the relevance of any Site Information to decide whether additional examinations, measurements and testing need to be carried out and to arrange and pay for any such further examinations, measurements and testing.
- c) The Tenderer is deemed to have inspected the site and made allowance for Site Conditions within their Offer.
- d) The Principal does not warrant or make any representation with respect to:
  - i. The completeness, accuracy or content of any Site Information provided to the Tenderer by or on behalf of the Principal; or
  - ii. Any interpretations, deductions, opinions or conclusions set out in any such Site Information.
- e) The Tenderer, by lodging an Offer, warrants that it has done all of the things in *Clause 12 of the General Conditions of Contract (GCoC)* as to the conditions relating to the Site and to have allowed for such conditions in its Offer Price.
- f) The Tenderer, by lodging an offer, warrants to the Principal by way of risk assessment that the Tenderer will disclose where in the Offer, the Tenderer has made allowance for Site Conditions and details of that allowance.

### 1.3 Existing Services

#### 1.3.1 Locating and recording of data

The Contractor must identify and verify the exact location, maintain, protect and/or relocate all Utility Services when completing the Project Activities, which may affect or be affected by the Works under Contract (WUC):

- a) The Contractor must utilise methods set out in AS5488 in the locating and recording of all such Utility Services. These records must be forwarded to the Principal's Representative.
- b) Any details of Utility Services shown on drawings supplied by the Principal or the Principal's Representative or other third parties must not be taken as indicating all existing Utility Services or their exact locations.
- c) Irrespective of any information on drawings supplied by the Principal or the Principal's Representative or any other third party, the Contractor must verify and record the exact location

of all Utility Services that exist on each part of the Site and which may be affected by the Project Activities.

### **1.3.2 Dial Before You Dig**

The Contractor must obtain “Dial Before You Dig” (DBYD) information prior to any excavation and physically confirm the existence and depth of any Utility Service in the presence of the relevant Authority or owner where required by the relevant Authority or owner.

If additional services are identified, or if services are identified not in the locations shown on the DBYD Documentation and/or the Project Drawings, then the Contractor shall give notice of this to the Principal's Representative at least 3 working days prior to the commencement of any construction activity that may affect those service(s).

### **1.3.3 Protection and maintenance of Utility Services**

The Contractor shall co-ordinate with owners of services affected by construction activities.

The Contractor must take all actions and provide all things necessary to protect and maintain existing Utility Services to the satisfaction of the relevant Authority or owner.

This may include arranging or performing relocation, temporary diversion or support of the service, to the satisfaction and approval of the relevant Authority or owner.

### **1.3.4 Repair of Utility Services**

If a Utility Service is damaged during construction, the Contractor must immediately arrange for, or perform, repair of the damaged Utility Service to the satisfaction of the relevant Authority or owner at the Contractor's cost.

If it is found to be necessary to alter the location or level of any existing services to conform to the Works, the Contractor shall notify the Principal's Representative immediately.

The Contractor must obtain from the relevant Authority or owner, a certificate stating that the repair has been carried out to their satisfaction.

If the damaged Utility Service is not under the control of an Authority, and the owner cannot be located within a reasonable time, the Contractor must report the damage to the Principal's Representative and arrange or perform the repair to a standard approved by the Principal's Representative. The Contractor must not backfill, cover up or make inaccessible the repair prior to inspection by the Principal's Representative.

## **1.4 Contractor's Staff**

The Contractor shall employ on the Site at least the positions and numbers of personnel as nominated and/or negotiated in the development of the Contract. The personnel nominated by the Contractor to fill the required positions shall have at least the qualifications and experience nominated and/or negotiated and shall be able to read, write and converse fluently in the English language.

Any vacancy of key personnel shall be promptly filled by the Contractor with a person who shall possess at least equal experience, qualifications and ability as the person replaced. Failure by the Contractor to provide suitable personnel will be a substantial breach of Contract for the purposes of the operation of *Clause 44.2 of the GCoC*.

## **1.5 Working Hours**

Working hours for construction activities are only permitted between 6.30am and 6.00pm, Monday to Friday, unless otherwise approved by the Principal's Representative. Site Prestart activities will be permitted from 6.00am on the basis of minimal noise disturbances.

## **1.6 Construction Areas**

The Contractor shall limit its operations to legally accessible work areas defined in the Project Drawings and/or as negotiated with adjacent land owners through separate Land Use Agreements (LUA).

## **1.7 Land Use Agreements**

Any additional costs associated with obtaining and effecting the works under the LUA, including rehabilitation shall be borne by the Contractor.

The Contractor shall forward a copy of any LUA's to the Principal's Representative for information only.

Additionally, any LUA that involves dumping of materials on private land must have prior approval from the Principal's Representative.

## **1.8 Site Access Routes**

The Contractor shall utilise access routes to the construction areas on legal access paths and/or as negotiated with adjacent land owners through separate LUA's.

The Contractor shall be responsible for the maintenance and upkeep of the temporary access easements from the date of which possession of site is granted until the Date of Practical Completion.

No additional areas shall be disturbed without prior approval being granted by the Principal's Representative.

## **1.9 Site Facilities and Temporary Services**

### **1.9.1 Site Security**

The Contractor shall be responsible for the security of the Site and Construction Area. The Contractor and all sub-contractors shall comply with all security requirements of the owners / operators of the areas and facilities within which the WUC will be conducted.

#### **1.9.1.1 Fencing**

The Contractor shall be responsible for the provision, installation and maintenance of suitable security fencing around the perimeters of the working areas for the duration of the WUC.

### **1.9.2 Contractor's office and ablutions**

The Contractor must provide its own office accommodation, welfare and ablution facilities at the Site. Welfare and ablution facilities shall be of appropriate size and suitability for the workforce.

### **1.9.3 Water Supply**

The Contractor shall make arrangements for supply of any water required for construction activities. These arrangements shall allow for all regulatory, permit requirements and costs associated with procurement and water usage charges.

### **1.9.4 Power Supply**

The Contractor shall make its own arrangements with Ergon Energy or otherwise for the provision of and use of power for construction, testing and commissioning purposes at the Site. The Contractor shall maintain and allow for any costs associated with temporary power and distribution facilities required for the WUC and shall comply with the requirements of AS/NZS3000.

The Contractor must not access power for construction or testing and commissioning purposes from Council facilities without prior authorisation from the Principal's Representative.

The use of generators on site shall be subject to noise abatement compliance in accordance with the Contractors' EMP-C and local laws.

### **1.9.5 Sewage**

Disposal of sewage shall be in accordance with the Contractor's Environmental Management Plan – Construction (EMP-C), off-site. No sewage shall be disposed of on-site.

### **1.9.6 Facilities for the Principal**

The Contractor must provide access to ablution facilities on site for use by the Principal, Principal's Representative and Inspector.

## **1.10 Use of Proprietary, Trade or Brand Names**

The description in the Contract of any materials, plant, equipment, work or other items by a proprietary, trade or brand name, suppliers or manufacturer's name, model number or other specific means does not in any way relieve, limit or exclude any of the Contractor's obligations or liabilities under the Contract with respect to the materials, plant, equipment, work or any other items (including, but not limited to, obligations and liabilities under any warranties, performance guarantees or defects liability provisions of the Contract).

## **1.11 Dilapidation Report and Photographic Records**

The Contractor must keep a progressive colour photographic record of the Project Activities, at least at monthly intervals and more frequently for major changes.

Prior to the commencement of the Activities, the Contractor shall undertake an inspection of the Site, and all structures and features which might be affected by the Works and prepare a detailed dilapidation survey report for submission to the Principal's Representative including a detailed initial photographic record of the Site to record the pre-construction condition in accordance with the clause 1.11.1 below.

### **1.11.1 Initial photographic record**

Prior to commencement of the Activities, the Contractor must prepare a detailed initial photographic record of all areas of the Site and surrounds that will potentially be affected by the Activities including, but not limited to, existing adjoining infrastructure, stockpile areas, storage areas and access tracks.

The initial photographic record must include detailed records of:

- a) Existing buildings, structures, roads, pavements, reserves, kerb and channel, fences, trees/plants, drains and pits and the like; and
- b) Any existing damage or faults relating to existing structures and infrastructure on the Site or in the vicinity of the Project Activities.

The existing structures and features must be photographed in the presence of the Principal's Representative or Inspector.

The initial photographic record may be used in the resolution of any disputes between the Contractor and the Principal or any other property or asset owner in the event of a claim for damage caused by the Project Activities. Accordingly, the initial photographic record must be comprehensive in its coverage of areas potentially affected by construction activities.

The Contractor must complete and submit the initial photographic record to the Principal's Representative in the format specified in clause 1.11.3 no less than two (2) weeks prior to commencing work on-site.

### **1.11.2 Final photographic record**

The Contractor must prepare a final photographic record showing all completed Works on the Site.

The final photographic record must be submitted to the Principal's Representative as a condition precedent to Practical Completion.

### **1.11.3 Format**

Photographic records must be presented electronically on USB or by digital file transfer, as approved by the Principal's Representative.

Each photograph must display the date the photograph was taken.

Photographs must be grouped as electronic files representing each section of the Works. Each Work Area must be indexed such that particular properties and/or locations can be examined. Each Work Area must carry notation indicating any existing damage or faults, particularly where they are not obviously visible in the photographs.

## **2 CONTRACT PLAN**

Within 14 days of the Letter of Acceptance being issued, or as otherwise negotiated with the Principal, the Contractor shall prepare and submit its Contract Plan (i.e. for the General Management of Construction & Management of the Contract) to the Principal's Representative for a direction as to its suitability in accordance with *Clause 8.4 of the GCoC*.



The Contract Plan shall be reviewed, maintained and updated during the Contract and shall document the systems, procedures and plans required to be implemented under the Contract.

As a minimum, the Contract Plan shall include:

- a) The Construction Program;
- b) The Quality Plan;
- c) The Environmental Management Plan – Construction;
- d) The Safety Plan; and
- e) The Traffic Management Plan.
- f) IEOP and report
- g) Local Content Report

These documents shall comply with the relevant Contract requirements and the interconnections between the Plans shall be documented.

Failure by the Contractor to provide a suitable component of the Contract Plan (as outlined above), will be a substantial breach of Contract for the purposes of the operation of *Clause 44.2 of the GCoC*.

If the Contractor fails to comply strictly with the provisions of the Contract Plan, the Principal may suspend payments under *Clause 42 of the GCoC* until the Contractor does comply.

Nothing contained within the Contract Plan shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract.

### **3 INTERIM PLANS**

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Where the Contractor proposes to commence Works before the Principal's Representative has given a direction under the provision of *Clause 8.4 of the GCoC* that a Contract Plan is suitable, the Contractor shall submit to the Principal's Representative an interim copy of the management plans outlined in Clause 2 above. These Plans shall be submitted 7 days before the Contractor commences Works on the Site. They shall be compiled in accordance with the requirements set out in this Supplementary Conditions of Contract or applicable Standards as appropriate and contain sufficient particulars to demonstrate the Contractor's commitment to its obligations and management of the quality, environment, safety and traffic issues for the first month of the Contract Period.

### **4 CONTRACT DOCUMENTS**

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The several documents forming the Contract are to be taken as mutually explanatory of one another.

The following order of precedence shall be used in order to resolve any conflict, ambiguity or discrepancy between documents:

- a) Formal Instrument of Agreement
- b) Letter of Acceptance
- c) Post Offer Negotiations and Submissions (if any) included or referenced in the Schedules to the Formal Instrument of Agreement
- d) Notices to Tenderers (if any) including or referenced in the Schedules to the Formal Instrument of Agreement
- e) Supplementary Conditions of Contract
- f) General Conditions of Contract
- g) Conditions of Offer
- h) Technical Specifications
- i) Project Drawings
- j) Standard Drawings
- k) Completed Offer Submission and Schedules
- l) Other Contract Documents (if any) included or referenced in the Schedules to the Formal Instrument of Agreement

If either party discovers any ambiguity or discrepancy in any document prepared for the purpose of executing the WUC, that party shall notify the Principal's Representative in writing of the ambiguity or discrepancy. In the event of an ambiguity or discrepancy being discovered and brought to the attention of the Principal's Representative, or discovered by the Principal's Representative, the Principal's Representative shall direct the Contractor as to the interpretation to be followed by the Contractor in carrying out the Work.



If the direction does not align with the order of Precedence above and causes the Contractor to incur more or less costs than the Contractor could reasonably have anticipated at the time of submitting an Offer, the difference shall be valued under *Clause 40.5 of the GCoC*.

## **5 CONSTRUCTION PROGRAM**

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### **5.1 General**

The Contractor shall, unless a lesser standard or format of the Construction Program is agreed in writing with the Principal's Representative:

- a) Prepare an initial Construction Program in accordance with the requirements as set out in *Clauses 33.2(a) and 33.2(b) of the GCoC*; and
- b) Maintain, update and report progressively on the Construction Program.

The Construction Program submitted as part of the Tenderer's Offer Submission is considered to be the initial Baseline Program and shall align with the Date of Practical Completion nominated on the Contractor's Offer Form.

At Practical Completion submit a Defects Liability Maintenance & Servicing Program for all equipment and services.

### **5.2 Program Format**

The initial and subsequent Construction Program shall comprise the following:

- a) A Gantt Chart produced and supplied electronically in Microsoft Office Project format (Council preferred), or other program as approved by the Principal's Representative, with sufficient activities to describe the individual tasks with evidence of the following:
  - i. Critical Path Analysis
  - ii. Significant milestones up to Practical Completion
  - iii. Significant milestones during the maintenance period and up to completion of the Defects Liability Period
  - iv. All planned working and non-working days
  - v. All inspections by the Principal's Representative
  - vi. All activities required to ensure that no hazard, annoyance or damage is cause to traffic or adjoining properties
  - vii. All commissioning requirements.

### **5.3 Program Revision**

The Construction Program shall be updated monthly to show progress against the initial Baseline Program and shall be presented in conjunction with the monthly Progress Claim.

Should the Contractor fall behind the Program at any time, it shall, within 2 business days of a written request, submit to the Principal's Representative a revised Program showing details of the steps it proposes to take to ensure the completion date for the Works will be met. If any Extension of Time is approved, the Program will again be revised on the order of the Principal's Representative and resubmitted within 7 days. The Program or revised Program shall be used for the whole of the Contract duration and shall not be changed except with the approval of the Principal's Representative.

Where the Contractor fails or neglects to submit an amended/updated Construction Program, the Principal may withhold Payment until such Construction Program is received and approved by the Principal's Representative.

The Current Program shall be the most recent Construction Program approved by the Principal's Representative.

## **6 QUALITY MANAGEMENT**

### **6.1 Quality System Documentation**

The Contractor shall submit to the Principal's Representative a copy of the Quality Plan within 14 days of the Letter of Acceptance being issued.

The Contractor shall also provide the Principal's Representative with access to inspect Corporate Quality Procedures applicable to this Contract.

The Quality Plan shall cover all quality system elements required by the appropriate Quality Systems Standard as specified, that are applicable to this Contract. The WUC must follow and comply with the requirements of the Quality Plan and relevant specifications.

The Contractor shall submit monthly reports to the Principal's Representative detailing the implementation of the Quality Plan and in particular any works non-compliant with the relevant specifications and Project Drawings and the subsequent rectification measures undertaken by the Contractor.

The Quality Plan is to include a strategy identifying how Project warranties will be managed and administered.

### **6.2 Quality Records**

The Contractor's Quality System shall include sufficient quality records to provide objective evidence that the requirements of the Contract are met. This shall include sub-contractors and suppliers records relevant to this Contract.

The Contractor shall, when requested by the Principal's Representative, provide access to all quality records relevant to the Contractor's Quality System under this Contract.

### **6.3 Inspection and Test Plans**

At least 7 days prior to commencement of the relevant activity, the Contractor must submit the ITPs for approval to the Principal's Representative. The ITPs shall contain, as a minimum, the following information for each significant activity identified in the relevant process:

- a) Description of activity;
- b) Specification requirements/reference;
- c) Personal responsible for activity (title);
- d) Hold Points and Witness Points;
- e) Activity checklists;
- f) Inspection and test type;
- g) Tolerances or other acceptance criteria;
- h) Identification of relevant procedure and quality records;
- i) Test/inspection frequency; and
- j) Work Item or Work Lot identification.

The Principal's Representative may request the Contractor to submit additional ITPs to those provided in the Quality Plan, insert additional Hold Points or Witness Points and must make provision for the Contractor and the Principal's Representative to sign off at these points.

### **6.4 Compliance Inspections and Testing**

The Contractor shall be responsible for all control and compliance testing of all materials to ensure that the Works conform to the requirements of the Contract Documentation.

All compliance inspections and tests shall be based on Work Lots or Work Items unless otherwise specified in the Contract Documentation.

The Contractor shall demonstrate that it has a system whereby the supply of materials can be traced back to their respective conformance supply lots.

All compliance testing shall be carried out by a NATA registered laboratory certified for the tests specified in this Contract.

The Contractor shall advise the Principal's Representative of the Work Lot or Work Item number and the location within the lot or item, prior to any testing of the lot or item.

The Contractor shall keep full and detailed records from the inspection and testing activities listed in the Contract Documentation and in compliance with the ITPs approved by the Principal's Representative.

All costs associated with ensuring that any subcontracted works/procured supplies are subject to the Contractor's Quality Plan, such that when incorporated into the works, the subcontracted works/procured supplies comply with the requirements of the Contract.

All costs associated with the provision of test results/conformance documentation for all Works (including subcontracted works/procured supplies) to the Principal's Representative for review in accordance with the timeframes specified in the Contract.

## 6.5 Testing

Testing shall be in accordance with:

- a) The requirements outlined in the Technical Specifications
- b) The latest revision of the relevant Australian Standards
- c) The requirements of the Contractor's Quality Plan

## 6.6 Evidence of Conformance of Work

Further to *Clause 42.1 of the GCoC*, the Contractor shall apply the following procedure when submitting evidence of conformance of Work to the Principal's Representative.

- a) The Works shall be completed in accordance with the provisions of the Contract in respect to quantity, quality and any other relevant requirements;
- b) The Works shall be inspected and tested in accordance with the requirements of the Contract;
- c) Inspection and test results shall be analysed to demonstrate compliance with the Contract; and
- d) A conformance report shall be presented to the Principal's Representative.

The Contractor shall submit a conformance report to the Principal's Representative promptly on completion of the Work and prior to substantial progress on subsequent work. Conformance reports shall include a verification statement certifying that the relevant Work Lots or Work Items have been inspected and/or tested in accordance with the Contractor's approved ITPs and that they comply with the specified requirements within the Contract.

In any statement of an amount for payment in a Payment Certificate issued, the Principal's Representative shall not be obliged to include in any such certificate and the Principal shall not be obliged to pay for, any work for which evidence of conformance has not been submitted as set out in the Contract.

Certification and payment shall not be unreasonably withheld where the relevant evidence of conformance has not been submitted due only to the normal delays in processing, testing, analysis and reporting. In this instance, the Principal's Representative may certify any such works as "guaranteed" until such evidence of conformance is submitted by the Contractor.

The Contractor shall ensure that subcontracted works and procured supplied are subject to quality assurance standards which comply with the Contract Documents such that, when incorporated into the Works, the subcontracted works and procured supplies comply with the requirements of this Contract.

If requested by the Principal's Representative, the Contractor shall provide evidence of appropriate quality assurance for subcontracted work or procured items incorporated into the WUC. This shall include verification by the Contractor.

## 6.7 Non-conformance

For every non-conformance which occurs, the Contractor shall promptly initiate the non-conformance and corrective action procedures defined in the Contractor's Quality Plan.

The Contractor shall notify the Principal's Representative of each non-conformance within 1 working day of its detection where:

- a) There is potential for progress of the Work to be seriously affected;
- b) The proposed action to correct the non-conformance will result in work not complying with the requirements of the Contract;
- c) The Contractor has failed to comply with the time requirements of the Contract;
- d) The non-conformance may cause a health and safety hazard;

- e) The non-conformance has resulted from a deficiency in the Drawings or Specification;
- f) Client supplied product is involved;
- g) The Principal's Representative has directed that specific types of non-conformances be notified;
- h) Material or serious environmental harm has occurred;
- i) Items of cultural heritage significance are discovered; or
- j) Contaminated land or contaminated materials delivered to the Site are identified.

Each such notification by the Contractor shall include details of the action proposed for correction of the non-conformance or the arrangements made for its disposition and the amendments to its quality system and management to mitigate recurrence of the non-conformance.

The Contractor shall not proceed to cover up or otherwise incorporate the non-conforming work or materials before the Principal's Representative has approved for the proposed action in writing.

If the Principal's Representative observes a non-conformance and the Contractor, when informed of such, does not take appropriate action, the Principal's Representative will issue a corrective action request. Within 1 working day of receipt of the corrective action request, the Contractor shall issue a Non-conformance Report.

Where the proposed action to correct the non-conformance will result in work not complying with the requirements of the Contract, the identification of a non-conformance and the subsequent issue of a non-conformance report and/or corrective action request shall constitute a Hold Point.

## **7 PRACTICAL COMPLETION DELIVERABLES**

### **7.1 Requirement**

Further to Clause 42.5 of the GCoC, the Certificate of Practical Completion will not be issued until the Contractor has forwarded a complete electronic version of at least the following records to the Principal's Representative.

- a) The Work Lot or Work Item Register for the Contract.
- b) All Conformance and Non-conformance Reports.
- c) All Inspection and Test Plans (ITPs) and associated Checklists.
- d) All test results, analysis, reports, measurements and observations.
- e) Evidence of completing all commissioning requirements as detailed in the Technical Specifications and in accordance with Manufacturer's requirements, including all commissioning results.
- f) The original Quality Plan and any changes made to the Contractor's Quality System.
- g) Final 'As-Constructed' Drawings to the satisfaction of the Principal's Representative.
- h) Defects Liability Period Maintenance & Servicing Program for all equipment and services.
- i) Operation and Maintenance Manuals
- j) All Product and Manufacturer Warranties.

### **7.2 Drawings**

The Principal's Representative shall issue drawings in electronic format for the Principal Contractor to produce the As-Constructed Documentation drawings. The Contractor shall submit As-Constructed drawings promptly after related Works are complete, no later than 14 days before Practical Completion. Update and submit shop drawings to As-Constructed status.

#### **7.2.1 Drawing Required Features**

Provide "as-constructed" information and operational manuals:

- In addition to providing copies of the as-constructed drawings and the manuals, provide 1 electronic set of completed CAD drawings (drawing files in AutoCAD \*.dwg or \*.dxf CAD format on Compact Discs) of the as-constructed drawings.
- All drawings shall be:
  - To AS1102
  - An accurate record of the installation 'as constructed'
  - Drawn by a competent draftsman
  - Dimensioned in metric
- Drawings shall contain:

- Name of project and client project number
- Block and section
- “As Constructed” annotation adjacent title block and signed as such
- Project Title
- Show dimensions, types and location of the services in relation to permanent site features and other underground services. Show the spatial relationship to building structure and other services.
- Include all changes made during commissioning and the maintenance period. If a drawing shows extensions and/or alterations to existing installations, include sufficient of the existing installation to make the drawing comprehensible without reference to drawings of the original installation.

### 7.3 Operation and Maintenance Manuals

The Contractor is to submit no later than 14 days before Practical Completion, compiled by persons experienced in the Work type, electronic and hard copy manuals in new, rigid cover, 3 ring A4 size binders.

Binders to include:

- Cover: Identify each binder with typed title “Operation and Maintenance Manual”. Identify Contractor, Project, volume number, volume subject matter & issue date.
- Dividers: Durable divider for each separate element. Type titles under laminated plastic tabs.
- Drawings: Fold drawings to A4 size, bound to be unfolded without removal from binder. Provide with reinforced punched binder tabs.
- Text: Table of Contents, page numbered, typed on bond paper.

Content to include:

- Test Authority Certificates, Manufacturer Warranties, Product Certificates.
- Names, addresses, phone/email addresses/website of Manufacturers, Suppliers, Contractor, Subcontractors.
- Work as Execute drawings & technical data/drawings.
- Schedules of equipment, locations, performance figures, manufacture dates, spares to be held (include name, model No. & local sources), warranties.
- Manufacturer Specifications, assembly operation, fault-find, repair, cleaning, adjustment, service.

## 8 ENVIRONMENTAL MANAGEMENT

### 8.1 General

Within 14 days from the Letter of Acceptance being issued, the Contractor shall prepare and submit its EMP-C to the Principal's Representative for a direction as to its suitability, in accordance with *Clause 8.4 of the GCoC*.

The Contractor shall implement and maintain the EMP-C while carrying out the WUC.

### 8.2 Contents of the Environmental Management Plan – Construction

The EMP-C shall:

- a) Be a practical and achievable plan;
- b) Detail all known possible environmental issues and likely impacts and address the required preventative actions;
- c) Include all control measures which the Contractor will undertake and any issues which the Contractor will address during the construction process (including any required pre or post construction activity);
- d) Detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and a reporting process;
- e) Provide a trigger for undertaking an action and where possible, timing of each action;
- f) Detail procedures for the monitoring of the EMP-C by the Contractor;
- g) Detail a system for registration and action of environmental incidents and complaints; and
- h) Comply with all the relevant legislation.

The Contractor shall be solely responsible for the full and complete implementation of the EMP-C. The Contractor shall pay all penalties, costs and expenses which may be incurred in respect of offences committed or alleged to be committed under the provision of the Environmental Protection Legislation. The EMP-C shall comply fully with guidelines produced by the Environmental Protection Agency and shall include at least the following issues:

- a) Hours of work
- b) Access and site restrictions
- c) Noise and vibration
- d) Air quality
- e) Dust
- f) Odour
- g) Acid sulfate soils
- h) Cultural heritage
- i) Management of adjacent fauna
- j) Tree Protection Zone management
- k) Storage of fuel and other hazardous goods
- l) Fuelling and maintenance of vehicles and equipment
- m) Disposal of waste (including fuel, oil, chemicals and sewage)
- n) Disposal of excess spoil
- o) Water quality and surface water runoff
- p) Management of Site Dewatering
- q) Sedimentation and erosion control
- r) Stockpile Management
- s) Re-vegetation and reinstatement of disturbed areas
- t) Management of weeds and pests
- u) Waste Management
- v) Handling and Reporting Environmental Incident

### **8.3 Noise and Vibration**

The Contractor shall use such equipment and take such measures as are required to avoid the production of excessive noise and/or ground vibration. These measures shall include, but shall not be limited to:

- a) Adherence to working hours outlined in Section 1.5 of these Supplementary Conditions.
- b) All plant and machinery utilised will be fitted with noise suppression systems and will be maintained regularly.
- c) Undertake risk assessment in relation to vibration and make due allowance for any Condition Surveys required to be undertaken as a result of their risk assessment.
- d) Make available copies of any Condition Surveys to the Principal's Representative prior to works adjacent to the surveyed properties commencing.

The management of noise and vibration shall be in accordance with the EMP-C developed by the Contractor and reviewed by the Principal's Representative.

### **8.4 Road Cleanliness**

The Contractor shall ensure that all steps are taken to prevent mud being carried onto public roads and shall otherwise comply with the Traffic Management Plan and EMP-C.

The Contractor shall be responsible for taking such measures as are required to avoid the generation of excessive dust either within the Site or along site access routes.

The management of dust shall be in accordance with the EMP-C developed by the Contractor and reviewed by the Principal's Representative.

### **8.5 Acid Sulfate Soil**

The Contractor shall be responsible for the management of Acid Sulfate Soils (ASS) within the Worksite. The EMP-C shall outline the process for:

- a) Method of identification;
- b) Notification procedure;
- c) The sampling and analysis procedure;



- d) The nominated laboratory;
- e) Assessment and treatment of ASS and associated groundwater;
- f) Treatment procedure for soil (exposed in-situ material, stockpiles, spoil, etc.); and
- g) Treatment procedure for water (run-off, in-situ groundwater, dewatering, etc.).

## 8.6 Cultural Heritage

The Contractor shall be responsible for the management (including protection and preservation) of Indigenous and non-Indigenous cultural heritage artefacts, sites and values within the Worksite. The Contractor shall also ensure that activities within the Worksite do not impact on cultural heritage artefacts, sites and values adjacent to the Worksite.

The EMP-C shall outline the process for:

- a) Establishing whether items of cultural heritage significance have been recorded in the vicinity of the Works;
- b) Notifying both the Principal's Representative and relevant cultural heritage body of potential items of interest;
- c) Establishing and maintaining exclusion zones;
- d) Detail who is responsible for ensuring the control measures met;
- e) Carrying out Site Inductions for cultural heritage monitors; and
- f) Co-ordinating works with cultural heritage monitors.

## 8.7 Fauna

The Contractor shall take all due care not to harm adjacent fauna and shall outline within the EMP-C the proposed management techniques to be employed.

The EMP-C shall also include the contact details for the proposed emergency wildlife care, should they be required.

Any injury or death of fauna (native or introduced) shall be reported immediately to the Principal's Representative regardless of the cause being known or unknown.

## 8.8 Flora

Temporary Tree Protection Zones (TPZ) are to be installed before any machinery or materials are brought onto the Site and before the commencement of Works, including Demolition. TPZ's shall be established around (but not limited to) all trees within or immediately adjacent to the Works construction area. Refer to AS4970-2009 Protection of Trees on Development Sites for more information.

A Council approved Arborist shall attend the Prestart Meeting to confirm the TPZ extent, vehicle access points and paths of travel, site office and site storage areas.

Restricted activities within the TPZ include:

- a) Machine excavation including trenching;
- b) Excavation for silt fencing;
- c) Cultivation;
- d) Storage;
- e) Preparation of chemicals, including preparation of cement products;
- f) Parking of vehicles and plant;
- g) Refuelling;
- h) Dumping of waste;
- i) Wash down and cleaning of equipment;
- j) Placement of fill;
- k) Soil level changes;
- l) Temporary or permanent installation of utilities and signs; and
- m) Physical damage to trees.

When carrying out installation of underground services within the TPZ:

- All services should be routed outside of the TPZ. If underground services must be routed within the TPZ, they should be installed by directional drilling or in manually excavated trenches.



- The directional drilling bore should be at least 600mm deep. The nominated Arborist is to assess the likely impacts of boring and bore pits on retained trees.
- For manual excavation of trenches, the Arborist is to advise on roots to be retained and monitor the Works. Manual excavation may include the use of pneumatic and hydraulic tools.

## 8.9 Pest Management

The Contractor shall manage all declared pests (animals and plants) within the worksite by preventing their spread on and off site.

The Contractor's EMP-C shall contain a section outlining its proposed pest management strategy, which shall consider the following:

- a) Treating infestations prior to the disturbance of the natural surface;
- b) Conserving weed free topsoil for re-use in site rehabilitation;
- c) The provision of temporary vehicle and infrastructure wash-down facilities;
- d) Isolating and avoiding infested areas;
- e) Chemical control methods; and
- f) Burial or isolation of infested soil material.

Where plant and other vehicles have been operating in contaminated areas, they shall be cleaned prior to movement to non-contaminated areas or off-site.

Where temporary wash down facilities are proposed they shall be located greater than 200m from a watercourse, drainage line or environmentally sensitive area and shall be easily accessible and maintained.

The Contractor shall incorporate a visual assessment within its daily site documentation to assess the effectiveness of the pest management strategy.

## 9 WORKPLACE HEALTH AND SAFETY

### 9.1 General

Contractors shall comply with all relevant Federal, State and Local Laws, Rules and Regulations, as amended from time to time and any direction given by a competent authority arising from such laws, rules and regulations. This includes, but is not limited to, conformance with the following legislation:

- Work Health and Safety Act 2011 ('the Act')
- Work Health and Safety Regulation 2011 ('the Regulation')
- Electrical Safety Act 2002 and associated subordinate legislation

Without limiting the generality of the foregoing, the Contractor shall apply for and pay any fees for any permits required and shall only engage qualified staff in any restricted occupation.

Contractors and their agents and employees shall ensure that all WUC is performed in such a manner that no hazard or risk of injury or damage exists to members of the public or the Principal's employees or property.

Contractors shall obey any reasonable safety direction of the Principal or Principal's Representative or their Delegates and shall, where applicable, conform to Northern Peninsula Area Regional Council's Safety Rules and Policies. No action by Principal or Principal's Representative, including the giving of any direct, shall relieve Contractors of any obligation under this Contract or Law.

Contractors shall fully comply with their statutory obligations to insure themselves and to keep themselves insured against all sums for which, in respect of any injury to a worker employed by him/her, he/she may become legally liable by way of:

- a) Compensation under the Workers' Compensation Act and subsequent amendments.
- b) Damage arising under circumstances creating also, independently of the Act, a legal liability in the employer to pay damages in respect of the injury.

Proof of such insurance must be made available to the Principal prior to commencement of the WUC.

Further to the specific requirements outlined above, the Contractor indemnifies the Principal against all liabilities which may be imposed under or which may arise out of enforcement of any section of the Act or Regulations.

## 9.2 Interpretation

For the purposes of Clause 9 of this Document, the words '*dangerous event*', '*Principal Contractor*', '*serious bodily injury*', '*work – caused illness*' and '*work injury*' have the meanings assigned to them by the Work Health and Safety Act 2011.

The Site shall be the '*workplace*' as defined in the Act.

The Project to be delivered by the Works under Contract is deemed to be a '*construction project*' for the purposes of the Act and the Regulation.

## 9.3 Documentation required as part of Offer Submission

The Contractor shall complete the Contractor's Acknowledgement of Northern Peninsula Area Regional Council's General Workplace Health and Safety Requirements (within the Returnable Schedules) as part of the Contractor's Offer Submission.

## 9.4 Appointment of Principal Contractor

Upon the Letter of Acceptance of Offer:

- a) The Principal is deemed to have appointed the Contractor to be the Principal Contractor in accordance with clause 293(2) of the Regulation;
- b) The Contractor is deemed to have accepted the appointment; and
- c) The Contractor, in respect of the Work to be executed under the Contract, must perform the additional duties of Principal Contractor as detailed in Part 6.4 of the Regulation and comply with the standards in force under the Act.

The Contractor's appointment as Principal Contractor shall continue until the Contractor completes all of the WUC unless sooner revoked by the Principal giving 21 days' notice in writing to the Contractor of its revocation or by the Principal taking over or terminating the Contract pursuant to any provision of the Contract or according to law.

## 9.5 Workplace Health and Safety Officer

The Contractor shall employ a Workplace Health and Safety Officer, who shall have a thorough understanding and possess the skills and knowledge of Workplace Health and Safety and the issues and obligations pertaining to the Works, in accordance with the provisions of the Act, notwithstanding that there may be less than 30 employees on the Site.

## 9.6 First Aid Officer

The Contractor shall have on site during the working hours a First Aid Officer who shall hold qualifications in accordance with the Advisory Standard for First Aid. The First Aid Officer shall have a comprehensive first aid kit with all necessary equipment and supplies relevant to the numbers of staff on-site at any given time.

## 9.7 Plant and Equipment

Where the Contractor supplies equipment, vehicles or tools in the course of performing the Work, it is the responsibility of the Contractor to ensure that all such equipment complies fully with all relevant statutory requirements, Codes of Practice and Australian Standards. The Contractor must also maintain all such equipment of the appropriate standard for the duration of the hire or contract period. Moreover, the Contractor shall ensure all operators are suitably trained and certified where necessary on the equipment.

## 9.8 Safety Plan

Within 14 days of the Letter of Acceptance being issued, the Contractor shall prepare and submit its Safety Plan to the Principal's Representative for a direction as to its suitability, in accordance with *Clause 8.4 of the GCoC*.

The Safety Plan shall be in accordance with the requirements of the Act and subordinate legislation and shall include, without limitation, the following components:

- a) Principal Contractor's administrative details (including ABN);
- b) Workplace Health and Safety Policy;
- c) Responsibilities and accountabilities;
- d) Notifications and registrations;
- e) Plant and equipment and their controls;
- f) Emergency planning;
- g) Consultative processes;
- h) Prescribed and restricted occupations;
- i) Hazardous substance and dangerous goods management;
- j) Hazard identification, risk evaluation, control and monitoring;
- k) Training (including process for induction);
- l) Sub-contractor controls;
- m) Accident reporting, recording, investigation and analysis;
- n) Site safety rules;
- o) Safe Work Method Statements (SWMS) for high risk activities;
- p) Safe housekeeping practices;
- q) Amenities;
- r) Public safety;
- s) Safety inspections and audits;
- t) The requirements of the 'Manual of Uniform Traffic Control Devices' (MUTCD) for working with traffic; and
- u) Contractor to install Council project signage (temporary corflutes) in conjunction with the relevant Traffic Guidance Scheme (TGS) and Principal Contractor signage on the Site.

The Contractor shall implement and maintain the Safety Plan while carrying out the WUC. A copy of any amendments to the Safety Plan shall be submitted to the Principal's Representative within 7 days after the date of such amendments.

If the Contractor fails to comply strictly with the provisions of Clause 9.8 of this Document, the Principal may suspend payments under *Clause 42 of the GCoC* until the Contractor does comply.

## 9.9 Reporting

Where the Contractor in its capacity as Principal Contractor under the Act is required to author any document, notice or report to Workplace Health and Safety Queensland under the Act, a copy of such document shall simultaneously be forwarded to the Principal's Representative.

The Contractor must notify the Principal's Representative of every work-cause illness or work injury and of every dangerous event and serious bodily injury which occurs on the site as soon as possible but not later than 12 hours after such occurrence.

## 9.10 Safety Audits

Northern Peninsula Area Council encourages a culture of safe working environments and procedures.

The Principal's Representative may carry out audits on the Contractor's Safety Plan at any time. During the audit, the Contractor shall provide the Principal's Representative with all documents, access and assistance necessary for its completion. Auditing may take one or a combination of the following forms:

- a) A check on whether the Contractor is complying with the provisions of the Safety Plan; or
- b) A check on the Contractor's individual procedures and records.

If any non-conformance in the Contractor's Safety Plan is detected, the Contractor shall immediately rectify the non-conformance.

Accordingly, should unsafe conditions or procedures be observed by the Principal's Representative and notwithstanding the rights and privileges of the General Conditions of Contract, the Principal's Representative/Principal, reserves the right to enter into mediation pertaining to the unsafe conditions or procedures. If a mutually acceptable solution cannot be found, Council reserves the right to bring in a representative of the State Government, Division of Workplace Health and Safety to assist in the resolution of areas of disagreement. The Contractor may nominate a preferred local representative.

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## 10 HEAVY VEHICLE NATIONAL LAW

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### 10.1 General

Contractors shall comply with all relevant Federal, State and Local Laws, Rules and Regulations, as amended from time to time and any direction given by a competent authority arising from such laws, rules and regulations. This includes, but is not limited to, conformance with the following legislation:

- Heavy Vehicle National Law (Queensland) Act 2012 ('the Act')
- Heavy Vehicle (Fatigue Management) National Regulation
- Heavy Vehicle (General) National Regulation
- Heavy Vehicle (Mass, Dimension and Loading) National Regulation
- Heavy Vehicle (Registration) National Regulation
- Heavy Vehicle (Vehicle Standards) National Regulation

Further to the specific legislation outlined above, the Contractor indemnifies the Principal against all liabilities which may be imposed under or which may arise out of enforcement of any section of the Act or Regulations.

### 10.2 Reporting

Where the Contractor in its capacity as Principal Contractor under the Act is required to author any document, notice or report to the Act, a copy of such document shall simultaneously be forwarded to the Principal's Representative.

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## 11 TRAFFIC MANAGEMENT

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### 11.1 General

The Contractor shall provide for continuous operation of normal traffic along all roads and pedestrian and vehicular access to properties that are on or adjacent to the Site or that are otherwise affected by the WUC. The Contractor shall, where necessary provide side tracks which shall be constructed, sign posted, lit and maintained to the satisfaction of the owner of the road and the Principal's Representative. The Contractor shall be responsible for any necessary approvals for the transport of any materials and resources.

The Contractor shall be responsible for the safety of all pedestrian and vehicular traffic within the Site and any adjacent areas affected by them and shall provide all necessary watchmen, lights, barriers, noticing and signs and shall provide and maintain the same to the satisfaction of the road owner and the Principal's Representative. Signs shall conform to the current MUTCD or any other standard required by the road or site owner or operator.

The Contractor shall not cause obstruction to any road, drain or other watercourse and shall not break down or remove any gates or fences without prior approval of the Principal's Representative. Where such obstructions or breakages cannot be avoided, the Contractor shall remove such obstruction or repair such breakages, to the satisfaction of the Principal's Representative, as soon as possible.

In the event of the Contractor failing to comply with its responsibilities under this Clause, the Principal's Representative may, without further notice, to take such steps as it considers necessary, to provide for the safe passage and safety of traffic or to remove any obstruction or to repair damage, including, if it considers it necessary, the employment of workmen and watchmen to complete work and the cost thereof may be deducted from any monies due to the Contractor under this Contract.

The Contractor shall prepare, implement and maintain a Traffic Management Plan (TMP) for the Project and the provisions of Clause 11.2 of this Document shall apply.

### 11.2 Traffic Management Plan

Within 14 days from the Letter of Acceptance being issued, the Contractor shall prepare and submit its Traffic Management Plan (TMP) to the Principal's Representative for a direction as to its suitability, in accordance with *Clause 8.4 of the GCoC*.

The TMP shall be consistent with the latest edition of the MUTCD.

The Contractor shall implement, monitor and update its TMP during the Contract and shall, within 7 days of its amendment, submit a copy of the revised TMP to the Principal's Representative.

A copy of all TGS drawings, together with records showing when installed, modified, inspected and removed shall be part of the project quality documentation with a final copy to the Principal's Representative prior to Practical Completion.

### **11.3 Restrictions to Traffic**

Restriction to the passage of vehicular traffic through the Site shall be subject to the requirements outlined in the TMP.

### **11.4 Notification of Traffic Changes**

The Contractor shall give to the Principal's Representative a minimum of 14 days written notice of changes in traffic movements necessary for the performance of WUC.

All proposed road closures shall be subject to approval by the relevant Authority which shall be given a minimum of 14 days' notice, or such other period as the Authority may require, of traffic changes which affect it.

### **11.5 Public Notification**

During construction, adequate information shall be advertised publicly by the Contractor to keep the community informed of changes to normal traffic movements and of any possible disruptions. As much notice as possible of changes or disruptions shall be given, but it shall not be less than 48 hours. The Contractor shall obtain the agreement of the Principal's Representative as to the extent and nature of all publicity prior to implementation. The Principal reserves the right to take control of, and/or incorporate publicity proposals by the Contractor into any project publicity arranged directly by the Principal.

### **11.6 Contractor's Obligations**

Nothing contained in this Clause 11 of this Document shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract in respect of the MUTCD.

### **11.7 State Controlled Roads**

The Contractor may be required to provide notification via a Form M994 to the Queensland Department of Transport and Main Roads (TMR) as to the installation and/or removal of Regulatory Traffic Signs/Devices on State Controlled Roads, and as such shall make an allowance for this in its Offer Submission, should alternative traffic arrangements be required to undertake the WUC.

## **12 COMMUNITY LIAISON**

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### **12.1 General**

Council will provide for distribution by the Contractor, any and all newsletter, leaflets and other public statements where required, in accordance with Clause 12.2 of this Document.

### **12.2 Restrictions and prior permissions**

All newsletters, leaflets and other public statements shall be submitted for the approval of the Principal's Representative prior to publication.

Direct contact or liaison by the Contractor with members of the media and/or social media platforms will not be permitted unless written approval is granted by the Principal.

## 13 MEETINGS

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### 13.1 Pre-start Meeting

Prior to the commencement of WUC, the Contractor shall contact the Principal's Representative in order to arrange a Pre-start Meeting.

The Pre-start Meeting shall:

- a) Establish lines of communication and clarify all relevant responsibilities and delegations;
- b) Discuss arrangements for the submission and review of the Construction Program, Quality Plan, EMP-C, Safety Plan and TMP;
- c) Discuss arrangements for project records, including access by the Principal's Representative, submission of test results and other reports and disposition upon completion of the Contract;
- d) Discuss setting out of the Works, site accommodation, camp and delivery of materials and plant to the Site;
- e) Determine arrangements for Site Inspectors and Site Managers;
- f) Define arrangements for management of progress claims, variations and non-conformances;
- g) Discuss arrangements for all administrative requirements, including information and documents which the Contractor is obligated to submit to the Principal's Representative;
- h) Deal with any other matters nominated by the Contractor or the Principal's Representative; and
- i) Discuss IEOP and Local content reporting
- j) Deal with requirements for post-construction review.

The Principal's Representative will, within 1 week of the Pre-start meeting, issue to the Contractor a copy of the minutes. Within 2 working days of receipt of the minutes, the Contractor shall notify the Principal's Representative in writing of any item from the minutes which, in its opinion, has not been correctly recorded.

Within a further 2 working days, the Principal's Representative will arrange to amend the minutes where necessary and will return a copy for confirmation. The Contractor shall confirm the minutes by return written confirmation within 2 working days of receipt.

### 13.2 Site Meetings

Site Meetings shall be held to review progress of the Works and to discuss and resolve other matters of concern related to the project. Site Meeting shall be held at the intervals as mutually agreed between the Contractor and the Principal's Representative.

Site Meetings shall:

- a) Review progress of the WUC;
- b) Review the Contract Plan documents and issues pertaining thereto.
- c) Review non-conformances and dispositions; and
- d) Review IEOP and Local content report;
- e) Discuss any matters of concern related to the project with a view to their resolution as far as possible.

Site Meetings shall be attended by the Contractor, the Principal's Representative and/or their senior representatives. Subject to the prior approval of the Principal's Representative, other persons may attend all or part of any Site Meeting, but at no time more than 4 persons from either the Contractor or Principal's Representative.

The Principal's Representative or Principal's Representative's Delegate will chair the Site Meeting and will arrange for the recording of minutes. The Principal's Representative will, within 1 week of the Site Meeting, issue to the Contractor a copy of the minutes. Within 2 working days of receipt of the minutes, the Contractor shall notify the Principal's Representative in writing of any item from the minutes which, in its opinion, has not been correctly recorded. Minutes of a Site Meeting will be confirmed at the next Site Meeting.

## 14 WEATHER PROTECTION

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Further to *Clause 16.1 of the GCoC*, Care of the Work, without limitation includes:

- a) Those activities to prevent otherwise suitable materials from becoming unsuitable as a result of moisture entry during construction.



- b) Undertaking construction operations so as to obviate ponding of rain water on the pavement layer.
- c) Ensuring that all excavations are adequately drained or, if practicable, protected to minimise water entry. Where a suitable outlet cannot be constructed to excavations, the Contractor shall take such other measures as are necessary to remove water from the excavation. Excavations shall be backfilled as soon as practicable after the work for which the excavation was made is completed.
- d) On the completion of each day's operations and at such other times when rainfall is imminent, the surface of the pavement shall be graded so as to provide adequate falls transversely and where practicable, longitudinally to permit shedding of surface water without ponding or scouring. The graded area shall be rolled to provide a smooth dense surface in this regard.

Failure to undertake such measures shall constitute contributory damage by the Contractor.

## **15 RE-INSTATEMENT**

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The Contractor shall complete all re-instatement to the requirements outlined within the Contract Documents and relevant Technical Specification and shall generally be restored to the pre-construction condition.

The Site shall be kept in a safe, clean and tidy manner during construction with stockpiles and barricades of construction material kept to a minimum. The Site shall be regularly cleaned of debris and excess material with the disposal of regular waste being undertaken frequently.

The Contractor shall arrange for rehabilitation works to commence as soon as practicable, especially where private accesses and/or property are concerned.

Any damage outside the immediate work area shall be re-instated at no expense to the Principal.