

4. Particular Conditions

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PARTICULAR CONDITIONS

1 GENERAL

1.1 Introduction

The whole of the works is to be executed in strict accordance with these Particular Conditions, General and Technical Specifications, the General Conditions of Contract, accompanying drawings and with any working drawings furnished as the work proceeds.

The Particular Conditions, Specifications and drawings represent requirements and intentions of the Contract. Any other operations which may be reasonably inferred from these documents to form any part of the true intent and meaning of this Contract, although not specifically stated as such, will be deemed to have been included, and due allowance for their execution must be made.

The whole of the works hereinafter described shall include the supply of all materials, tools, plant, cartage, labour and all other things whether temporary or permanent, which may be necessary to carry out the work to the true intent and meaning of the specification.

1.2 Description

The Port Phillip City Council (“the Council”) seeks an experienced contractor to carry out construction of a roof at Veggie Lane, South Melbourne Market. The market is located at 322-326 Coventry Street South Melbourne and bounded by Cecil Street to the east and York Street to the North. The market is open to the public on Wednesday, Friday, Saturday and Sunday.

The main activities will be the delivery, installation and setting to work of a complete roofing installation along with associated ground works as detailed in the scope of works within the Architectural Specifications and drawings.

Location Map



1.3 Background information

Following inspection of the Veggie Lane area at the south Melbourne Market, the Municipal Building Surveyor found that temporary roof structures, lack of fire sprinklers, the location of coolers/motors and electrical wiring in the Veggie Lane are all in breach of the Building Code Regulations. As a result of the non-compliance, urgent works have been scheduled.

Council is sympathetic to Traders and Shoppers and therefore it is essential that the environment and the nature of the upgrade work being undertaken at the Market are considered to ensure minimal disruption during the construction.

1.4 Definitions

In the Contract, except where the context otherwise requires:

“Superintendent” shall mean the person as defined in the General Conditions.

“Principal” shall mean the person or entity as defined in the General Conditions.

“Works Supervisor” shall mean the authorised officer, or a delegated representative, of the Council empowered to carry out supervision and inspection of the Contractor’s work.

“Council” shall mean the Mayor and Councillors of Port Phillip City Council or their authorised representative.

“Local Law” shall mean any local law made by the Council pursuant to the Local Government Act 1989.

“Council Assets” shall mean any item owned, leased or in the control of the Council.

“Emergency Call-out” shall mean any request or need to perform urgent work outside of normal working hours, to rectify a situation which has caused injury, damage, nuisance or affected public health or if not attended to has the potential to cause injury, damage, nuisance or affect public health.

“Customer Service” shall mean the provision of polite, positive and professional services to all customers.

“Mine Manager” shall mean the person nominated and approved pursuant to Section 388 of the Mines (Trenches) Regulations 1979, to be the registered manager of a trench.

“Trench” shall mean any horizontal or inclined way or opening commencing at and extending below the surface of the ground and open to the surface along its length, the length of which is not less than its depth and the width of which is less than its length and used or to be used for laying of pipe or cable, and includes all works and plant associated with the construction of such an opening.

1.5 General Conditions of Contract

The General Conditions of Contract shall be considered as part of the Contract. Annexures to the Australian Standard General Conditions of Contract are attached.

1.6 Form of Contract

The Contract shall be a Lump Sum Contract.

1.7 Payment

Payment shall be made on the basis of the Lump Sum set down against each item in the Schedule of Prices.

Each of the Contractor’s claims shall be numbered consecutively, shall be submitted to the Superintendent and shall be accompanied by an approved schedule giving the following particulars:

- (i) every item for which payment (in whole or part) is being claimed up to the date of the claim;
- (ii) the amount of payment being claimed in respect of each item;
- (iii) details of variations, if any issued by the Superintendent, with the amounts to be added or deducted. Each variations shall be identified by the numbers and title;
- (iv) a summary of daywork, if any, ordered by the Superintendent;

- (v) a summary grouped in the same manner as the Schedule of Prices showing the total gross value of work done to the date of claim for payment;
- (vi) the deduction in respect of retention monies, details being given where necessary;
- (vii) the resulting net total amount claimed;
- (viii) the deduction in respect of amounts previously certified for payment; and
- (ix) the resulting amount claimed as payment due on the application

1.8 Compliance with Regulations and Local Laws

The Contractor and its employees and sub-contractors must abide by all laws, regulations, local laws or by-laws whilst carrying out the contracted duties.

1.9 Industrial

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

The Contractor shall keep the Superintendent informed of any industrial matter which could affect the progress of the Works under the contract. The Contractor shall make no claim against Port Phillip 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.

1.10 Disclosure of Information

Neither the Contractor nor any of his sub-contractors shall provide any information, document or article pertaining to the Works under this Contract for publication in any media without the written approval of Port Phillip City Council.

1.11 PERMITS & CONSULTATION

The Principal will be responsible for applying for and obtaining any relevant planning and building permits. The Principal will also co-ordinate and manage any consultation with the community or interest group.

The Contractor shall be responsible for applying for any other construction permit, outlined as follows:

The following is a list of Development permits issued by the City of Port Phillip that may be required for construction purposes:

Skip Bin Permit: \$20.00 application fee. \$11.00 per day / \$65.00 per week (7 days)

This permit is required when a skip bin is to be placed on council land. The Skip Bin Company, not the person hiring the bin, applies for a Skip Bin Permit.

Vehicle Crossing (Driveway) Permit: \$70.00 application fee / \$135.00 permit fee
Applications for new driveways, temporary driveways or repairs to existing driveways are lodged with Council. All application sites are inspected and referred to the Planning and Traffic Departments for assessment before a permit can be approved.

Mobile Crane Permit: \$70.00 application fee / \$85.00 permit fee and \$200.00-per day

This permit is required for the use of large mobile machinery on council land. This includes Mobile Cranes, Concrete pumps and large Boom lifts, etc. A Traffic Management Plan must accompany any new application for the use of any part of the roadway or footpath.

Road Opening Permit: \$70.00 application fee / \$95.00 permit fee & \$300 Deposit.

This permit is required before any opening can be performed on council land i.e.: Roads, Footpaths, Nature Strips or Reserves. If the opening is in the Road surface, a Traffic Management Plan must be submitted and a Road closure permit must also be obtained.

Road/Lane Closure Permit: \$70.00 application fee / \$160.00 permit fee – per day

(\$95.00 per day for closure with Road Opening Permit)

This permit is required for a proposed closure of a Road or traffic lane. A Traffic Management Plan must accompany any new application for the use of any part of the roadway or footpath.

Street Occupation/Hoarding Permit: \$70.00 application fee / \$85.00 permit fee and Rental fee of \$10.00 per m2 per week.

This permit allows building goods or materials to be stored on council land in a barricaded area or within a hoarding. Materials such as bricks on pallets, timber, etc. At least 1.5 metres of footpath must be kept clear for pedestrians and the area used must be securely barricaded for public safety. This permit also covers scaffold and machinery, such as Travel towers, scissor lifts and Cherry pickers, etc.

Work Zone Parking Permit: P.O.A

To allow construction vehicles to park in a designated area in front of a Development site.
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Out Of Hours Permit: \$70.00 application fee & \$280.00 per day

A builder must not carry out building works on a building site unless the works are only carried out between the hours of:

- (a) 7.00am to 6.00pm Monday to Friday;
- (b) 9.00am to 3.00pm Saturday.

An Out of Hours work permit is required for any times outside of the advised hours.

Significant Tree Permit: \$55.00 application fee & \$45.00 permit fee

Any tree on private land with a trunk circumference greater than 1.5 metres when measured 1.5 metres above ground level.

Where a person proposes to remove a significant tree or to cut, trim, prune or take any other action which may result in the health of the significant tree being endangered, the consent of the Council must be obtained.

**Please contact the Development Permit Coordinator, City of Port Phillip on:
(ph) 9209 6216**

1.12 Complaints Handling

The Contractor shall receive and record complaints daily relating to the provision of the service, and attend to the complaints within twenty-four hours or sooner if they are urgent.

The Contractor shall attend a weekly inspection and shall provide a written report setting out all complaints and the action taken by the Contractor to rectify the complaints.

1.13 Council Inspections

Any assistance required by the Council's supervisory staff in checking or measuring any phase of the works, shall be provided by the Contractor as part of the Contract.

1.14 Defects Liability and Defects Liability Period

The Defects Liability Period shall not commence until such time as the Council certifies that there is Practical Completion of works necessary for the satisfactory compliance of the Contract. The Defects Liability Period shall not be less than twelve (12) months from the Date of Practical Completion, or as specified in Annexure A of the General Conditions of Contract.

During the Defects Liability Period, Council will arrange for routine municipal maintenance to commence. Such municipal maintenance shall not reduce the Contractor's responsibilities under this Contract for the timely remediation of any defects in the Works that may be identified by the Superintendent.

The Contractor shall provide a contact telephone number for use during the Defects Liability Period. This telephone number shall be manned during normal business hours, and shall be monitored during non-business hours in a manner that ensures that the Contractor will respond to calls within two hours.

If the Contractor cannot be contacted, or if no response is received within two hours, the Principal may make its own arrangements to rectify the defect. The Principal's costs in doing so shall be deducted from monies owing to the Contractor.

In the event of an emergency, nothing in this clause shall over-ride the provisions of the General Conditions of Contract.

1.15 As-BUILT Drawings

The Contractor shall, prior to Practical Completion, submit to the Superintendent one set of "As-built" drawings clearly notating changes of variance to the approved construction drawings that have occurred during the progress of the works. Notations shall be made on a clear set of drawings in red pen detailing variations to the original design and specified tolerances. The Superintendent will provide without charge one set of drawings on request.

Provide one CD copy (AutoCAD) and one set of hardcopy as-built.

1.15.1 Records

The Contractor must keep, and require all subcontractors to keep, accurate as-built records progressively during construction.

The Contractor must keep an on-site copy of as-built records for inspection by the Superintendent without notice.

Records must include sizes, locations and depths of all concealed elements, components built-in to base-structure elements, services and penetrations.

The Contractor must keep original as-built records protected from damage or loss, and must not use original as-built records for construction purposes.

1.15.2 As-Built Documentation

The Contractor must submit to the Superintendent comprehensive and detailed as-built documentation before the Date of Practical Completion.

As-built documentation must include positions of concealed work, penetrations, services, ducting and associated equipment, access and inspection points, valves, controls and the like which may require later access.

As-built documentation must include accurate measurements and directions from permanent visible items to locate concealed items.

As-built documentation must be suitable for use by the Principal for long term operations and maintenance.

1.16 OPERATIONS & MAINTENANCE MANUALS

The contractor shall, prior to Practical Completion, submit to the Superintendent three sets of operating and maintenance manuals and associated technical data and drawings necessary for the efficient operation and maintenance of installations included in the works.

1.17 WARRANTIES

SECTION NO	SECTION NAME	CLAUSE NO	NO OF YEARS
02600	PLUMBER – SANITARY, COLD WATER & COMPRESSED AIR	110	6 YEARS
02700	SEWER & STORMWATER DRAINAGE	105	6 YEARS
02720	RAINWATER HARVESTING TANK	102	5 YEARS
02720	RAINWATER HARVESTING - PUMP & FILTRATION	102	2

03000	CONCRETE	108	Statement guaranteeing mix attaining spec strength in 28 days
05300	METAL DECKING AND ROOF PLUMBING	105	7 YEARS
05500	METALWORK	3	4
08520	WINDOWS & GLAZING	107	9 YEARS
08710	DOOR HARDWARE	106	5 YEARS
09250	PLASTERBOARD/CEMENT SHEET/POLYCARBONATE	104	2 YEARS
09900	PAINTING	106	5 YEARS
16000	ELECTRICAL INSTALLATION	122	5 YEARS

2 QUALITY SYSTEM

2.1 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 9001: 2008;

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

2.2 Quality System Documentation

The Contractor shall submit for consideration by the Superintendent the proposed Quality Plan within fourteen (14) days of the Date of Acceptance of Tender.

Any delay by the Contractor in obtaining the approval of the Quality Plan by the Superintendent shall be at the Contractor's expense and the Contractor shall not be entitled to any extension of time due to such delay unless the Superintendent has taken more than 14 days to reply to the Contractor's submission.

Works shall not commence until the Superintendent has approved in writing the Contractor's Quality Plan.

2.3 Occupational Health and Safety Assurance

2.3.1 General

Port Phillip 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 responsibilities to minimise the risk of injury and loss to all persons associated with our activities or facilities and this Contract will insist on performance of these accountabilities.

2.3.2 Occupational Health and Safety Management System

The Contractor shall comply with the requirements of the Occupational Health and Safety Act, Regulations under the Act and those Codes and Draft Codes of practice and Regulations, including Plant regulations, which are relevant to work being executed under the Contract.

The Contractor shall submit for consideration by the Superintendent within 14 days of the Date of Acceptance of Tender, an Occupational Health and Safety Plan that must include as a minimum:

- (a) Occupational Health and Safety policy and objectives

- (b) Contractor's organisational structure and responsibilities
- (c) Induction and training of employees and all subcontractors and plant hirers.
- (d) Nomination of OHS committee representatives.
- (e) Method/frequency of conducting OHS meetings.
- (f) Accident and Emergency procedures, complete with emergency telephone numbers.
- (g) Accident Investigation and Reporting.

The Occupational Health and Safety Plan may include Safe Working Procedures/Instructions. Where these have been developed to control Class 1 and 2 risks identified in the Job Safety Analysis, they shall clearly spell out the work sequence. Employees engaged in these tasks shall be trained in the Safe Working Procedure.

2.3.3 OHS Performance Monitoring

The Contractor shall provide evidence on a monthly basis in the form of a Contractor OHS Performance Report. The content of the report will include, but not necessarily be limited to:

- (a) Number of Lost Time Injuries.
- (b) Working Days lost due to injury.
- (c) Current status of any injured personnel.
- (d) Evidence of the implementation of corrective action undertaken as a result of OHS inspections and audits.

The OHS Performance Report shall be submitted by the Contractor to the Superintendent no later than the 23rd of each month (or prior business day if the 23rd is not a normal business day). Failure to submit the Report may be grounds for withholding the monthly Pay Certificate.

The Contractor shall provide to the Superintendent (only when requested) reports on OHS inspections, audits and assessments undertaken during the course of the Contract.

2.3.4 Responding To and Managing Incidents

The Contractor shall, at least 7 days prior to commencing works, supply to the Superintendent the name(s) and telephone number(s) of its nominated personnel for incident response and management. The nominations must ensure that a response will be available, 24 hours per day, 7 days a week, in the event of any incident involving the works.

The Contractor's nominees must not use an answering machine on the nominated telephone contact numbers.

If the Contractor cannot be contacted, or if no response is received within two hours, the Principal may make its own arrangements to manage the incident. The Principal's costs in doing so shall be deducted from monies owing to the Contractor.

2.3.5 Safety Audits

From time to time, the Principal or Superintendent may arrange for third party audits of the Contractor's operations to be conducted. Auditing will include, but not necessarily be limited to:

- Plant and Equipment
- Protection of Sites
- Work Methods
- Traffic Management

The Contractor shall allow access to all areas of the work, and all items of plant and equipment, to enable the audits to be conducted. Failure to provide such access will require the Superintendent to assume that there is a safety issue, and the Superintendent or his Representative/s or Inspector/s will direct that site or plant or equipment item (as applicable) to immediately cease operations.

The Contractor shall rectify any defect identified during an audit immediately, or within the time frame decided by the Superintendent. Failure to comply shall result in the Contractor being directed to either remove from the site any plant or equipment involved, or shut down the affected site, until such time as the defect is remedied.

The Contractor will be directed to remove from site any of his personnel that fail to comply with a direction to remedy defects.

The cost of the audits will be borne by the Principal. The cost to make good any defects identified as a result of the audit shall be borne by the Contractor. Costs associated with any delays caused by the time taken to remedy an identified defect, or direction to remove a person, plant or equipment item from site, shall be borne by the Contractor. No Extension of Time will be granted as a result of such delays.

2.3.6 Personal Protective Equipment

The Contractor shall ensure that all personnel on the site correctly wear approved safety apparel including, but not limited to, safety helmets, safety boots, and where appropriate, gloves and eye protection.

Any personnel working within:

- A road reserve shall wear an approved traffic safety vest.
- A noisy environment shall wear approved hearing protection.

Plant operators and truck drivers are required to wear safety helmets, and traffic safety vests when in road reserves, whenever they are outside the cabin of their vehicles.

2.3.7 Provisions for Superintendent

The Contractor must provide facilities for the Superintendent and any person nominated by the Superintendent, including:

- Use of the Contractor's scaffolding, personnel lifts, safety harnesses and the like.
- Protective clothing, including not less than two sets of clean new safety helmets, jackets and boots, kept clean and in new condition.

The Superintendent may take accompanied visitors on to the site during working hours without notice, or outside working hours with reasonable notice.

2.3.8 Breaches of Safety Requirements

Where the Superintendent and/or his Representative deem that a work practice contravenes safe working requirements, then the Superintendent and/or his Representative may immediately suspend the works. All costs associated with such a suspension shall be borne by the Contractor, and no Extensions of Time will be granted.

In taking this action, it is the intention of the Principal to educate and enforce the need for the Contractor and his staff to take a serious approach to Occupational Health and Safety, and to reduce the safety risks associated with the works under this Contract. The Contractor is reminded that both the Principal and the Contractor could be held liable for any breach of the Occupational Health and Safety Act.

In tendering for this Contract, the Contractor has undertaken to fully comply with safe work practices. It is therefore expected that all the Contractor's personnel will be fully trained in the requirements for, and use of, safety equipment and safe work practices. Therefore, there is no requirement for warnings to be given prior to suspension of works for contravention of the following:

- (a) Failure to correctly wear an approved safety helmet on a work site (mobile plant operators are only exempt from this requirement whilst located within the cabin of their vehicles).
- (b) Failure to correctly wear an approved safety vest on a work site within a road reserve. (mobile plant operators are only exempt from this requirement whilst located within the cabin of their vehicles)
- (c) Failure of Traffic Management Signage and Equipment to comply with the VicRoads Worksite Traffic Management (Roadworks Signing) Code of Practice.
- (d) Failure to adequately support an excavation.
- (e) Failure to adequately secure an unattended excavation.

2.3.9 Major Breaches of Health and Safety Requirements

If during the performance of works under the contract, the Superintendent informs the Contractor that it is the opinion of the Superintendent that the Contractor is either:

- Not conducting the work in compliance with the Safety Assurance Plan, health and safety management procedures, relevant legislation or health and safety procedures provided by the Principal from time to time, or:
- Conducting the work in such a way as to endanger the health and safety of any person

then the Contractor shall promptly remedy the breach of health and safety requirements.

The Superintendent may direct the Contractor to suspend the work until such time as the Contractor satisfies the Superintendent that the work can be resumed in a safe manner.

All costs associated with such a suspension shall be borne by the Contractor, and no Extensions of Time will be granted.

If the Contractor fails to rectify any breach of health and safety for which the work has been suspended, or if the Contractor's performance has involved recurring breaches of health and safety, this will constitute a substantial breach of contract. The Principal may therefore, at its option, terminate the Contract forthwith, and the Principal's liability shall be limited to payment for the work performed by the Contractor up to the time of termination or an earlier suspension of works.

3 ENVIRONMENTAL MANAGEMENT

3.1 General

The Contractor shall incorporate into the Quality System, a management system covering Environmental Management. 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 re-cycling and the preservation of habitat and identified historic and archaeological sites.

3.2 Environmental Plan

The Contractor shall submit for consideration by the Superintendent within 14 days of the Date of Acceptance of 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 Contractor's 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.
- Environmental Plan Elements

3.3 Environmental Plan Elements

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

(a) Removal and Disposal of Rubbish

The Contractor must maintain the work site in a reasonably neat condition by regularly removing all rubbish and unused materials. Rubbish must be disposed of at a municipal landfill, or as otherwise approved by the Superintendent.

The Contractor must ensure that the Site is properly signed and barricaded to prevent unauthorised disposal of waste material and/or rubbish either by his

staff, sub-contractors or others. Any rubbish and/or waste material so deposited is to be cleared from the Site immediately, at the Contractor's cost.

The Contractor is responsible for the removal and disposal of excess spoil from the Site, except where detailed by the Contract documents or Drawings, or where otherwise directed by the Superintendent.

(b) Noise Control

The Contractor shall conform with AS 2436-1981 "Guide to Noise Control on Construction, Maintenance and Demolition Sites". The Contractor shall avoid practices that lead to excessive noise and disturbance to site occupants and adjoining landowners and occupiers. Noise emanating from spoil dumping into trucks and from other machinery shall be minimised.

The Contractor is to conduct all Contract Works in residential areas, or in areas adjacent to and adversely affecting residential areas, between the hours of 7.00am and 5.30pm, unless otherwise required under the Contract. This does not apply to works necessitated by an Emergency, or when the Superintendent specifically directs the Contractor otherwise.

The Contractor shall ensure that all noise emissions from the Contractor's Plant during operation are within the legislative and regulatory requirements.

Manual operations are not to be conducted at any times so as to cause a nuisance through excessive noise to the local community.

Machinery including jackhammers shall be silenced. Compressors shall be fitted with acoustic canopies to minimise noise levels. All machinery shall be kept properly greased.

All machinery used outside normal working hours, such as pumps, motors etc shall be electrically driven or otherwise fully silenced.

(c) Minimising Mud and Dust

The Contractor shall adopt practices that ensure that the dust and mud associated with the Works are minimised.

The Contractor shall immediately rectify any complaint from adjoining landowners and occupiers concerning disturbance, dust and mud. The cost of resolving complaints and cleaning up (where required) shall be borne by the Contractor.

Control measures must be implemented to prevent mud or dust from wheels and tracks of construction equipment being carried onto roads, paved streets, footpaths and the like. The Contractor shall immediately remove any mud accidentally deposited on paved surfaces. It must not be washed into the drainage system without the express written permission of the relevant municipality or the responsible authority.

(d) Disposal of Contaminants

The Contractor shall properly dispose of all solid, liquid and gaseous contaminants in accordance with all statutory and contractual requirements.

Gaseous contaminants shall be discharged in a manner that complies with the State Environment Protection Policy for the Air Environment.

Liquid contaminants to be disposed to stormwater must comply with the requirements of the State Environment Protection Policy for the Waters of Victoria. Liquid contaminants to be disposed to sewer must first be approved by South East Water Limited, and shall be contained in approved vessels for disposal at approved sites.

The Contractor shall dispose of solid contaminants by removal from site to an appropriate municipal landfill, or registered private landfill, which is licensed to accept the contaminant.

(e) Control of Ground Vibrations

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.

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 actions attributed to the Contractor's work.

(f) Control of Sediment Pollution

The Contractor shall implement sediment control measures to minimise the impact of contaminated stormwater on the environment. If contaminated stormwater enters a drainage line or stormwater drainage system, it will eventually discharge into, and pollute, a waterway or marine environment.

The proposed sediment controls must take into account the nature of the site. Factors such as rainfall patterns, soil type and topography need to be considered when selecting the appropriate control measure.

Careful pre-planning to prevent erosion and sediment control will result in many on-site advantages in addition to protecting the environment.

In order to comply with these requirements and with the emission limits for waste discharges to water specified in State Environment Protection Policy (Waters of Victoria), the Contractor shall:

- Comply with the requirements of the following EPA documents. (These documents can be downloaded from www.epa.vic.gov.au.)
 - Environmental Guidelines for Major Construction Sites.
 - Construction Techniques for Sediment Pollution Control.
- Ensure that the concentration of suspended solids and turbidity in waters pumped into the drainage system do not exceed the emission limits for waste discharges to water as specified in Schedule E of the

State Environment Protection Policy (Waters of Victoria). To achieve this it may be necessary to:

- Adequately plan, install and maintain the sediment control of the construction site and ensure that construction activities such as excavating and dewatering do not result in turbid water entering drainage networks.
 - Implement daily monitoring of the turbidity of water pumped directly to a natural waterway or a drainage system discharging to a natural waterway.
 - Supervise all pumping and implement precautions to minimise the turbidity of pumped water.
- Adopt practices to ensure that turbid water shall not enter the drainage systems. Suggested practices could include, but are not limited to:
 - Construction of detention basins and settling ponds particularly on larger sites.
 - Discharge of silt laden waters onto vegetated areas of suitable size and slope to filter out suspended silts.
 - Where land is not available or suitable for settling ponds and/or vegetated filter strips, then silt laden water may need to be subject to a specifically designed physical filtration and/or chemical flocculation system to remove suspended silts.
 - Advise the Superintendent of the proposed method prior to commencing construction. Suggested options / methods that the Contractor may use to achieve the measures are as follows:

(Note: These options / methods only present a few of what is available and the Contractor may use others that exist. The Superintendent will need to approve any such options / methods that the Contractor decides to use)

- *Temporary culvert/side entry pit entry:*
Planks of timber around culverts/side entry pits with either or both geotextile, gravel behind timber to allow water to pass through, but retain the silt.
- *Silt fences:*
Fabric filter (geotextile) reinforced with mesh and crushed rock.
- *Side entry pits:*
Plug side entry pits and discharge into pit, then dispose of at sites where other controls have been installed. This may require transportation of water off site.
- *Baffle tanks:*
Site baffle tanks designed to manage the site flows.

- Stockpiles of spoil and materials are to be kept to a minimum as well as being located clear of footpaths and street channels.

Other steps that may be necessary to prevent sediment from these stockpiles entering the drainage system would be the use of such options as:

- Tarpaulins or plastic sheeting over the stockpiles.
 - Storage bins.
 - Use of timber toe boards around the stockpiles.
- Use suitable methods on construction sites when dewatering and road cleaning / jetting.
 - DO NOT use hay bales as the only sediment control in residential streets.

If all known on-site treatment methods are unsuitable or impracticable, then turbid and silt laden water must be removed by tankers for treatment and disposed at an appropriate wastewater treatment facility.

4 SITE

4.1 Commencement of Works

The Contractor shall not commence work on site before objective evidence to the existence of Public Liability insurance and Workcover conforming to 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.

4.1.1 Notification and Communication

Unless otherwise specified, the Contractor shall give:

- (a) seven (7) clear working days notice to the Superintendent in writing prior to commencing works of this Contract.
- (b) seven (7) clear working days notice to all abutting and affected property occupiers, in writing, prior to commencing works of this Contract.

4.2 Site Establishment

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

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.

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 tidy to the satisfaction of the Superintendent.

4.2.1 Site Accommodation and Facilities

The Contractor shall, within the Contractor's Area, provide site accommodation and facilities complying with, but not necessarily limited to the requirements set out in paragraph (b) below for himself and his sub-contractor. All expenses incurred in providing and maintaining such accommodation and facilities shall be deemed to have been included in the Contract Price.

The site accommodation and facilities provided by the Contractor shall include:

- (i) the Contractor's site offices;
- (ii) a fully equipped sick bay; and

- (iii) all weather access and parking facilities adequate for the Contractor's and his sub-contractor's workforce.

4.2.2 First Aid and Medical Facilities

The Contractor shall in all respects be fully responsible for the provision of first aid services to his staff and workforce, including the transport of injured personnel to hospital or other appropriate accommodation as and when required.

The provision of first aid shall be in accordance with the Code of Practice for First Aid in the Workplace.

The Contractor shall provide notices giving the names and telephone numbers of at least two (2) medical doctors practicing in the vicinity of the Site and the telephone numbers of the local ambulance. These notices shall be prominently displayed adjacent to each telephone to be used on the Site during construction.

4.2.3 Water Supply

Unless provided for elsewhere in the Contract Documents, the Contractor shall make its own arrangements with the relevant water supply company or authority for the provision of a water supply point near the Site and shall pay all costs associated with the provision of the water supply and the use of the water throughout the term of the Contract.

The Contractor shall be responsible for the reticulation of the water supply from the point of supply to all points of the Site.

4.2.4 Electricity Supply

The Principal has no reticulated power supply available for use by the Contractor at the site.

The Contractor shall make its own arrangements for the supply of electric power to the Site for its own use and shall pay all charges for the installation and use of electric power.

All costs associated with the supply and use of electric power for construction purposes shall be deemed to be included in the Contract Sum.

All electrical installations carried out by the Contractor shall comply in all respects with AS3000, the Code of Practice for Temporary Electrical Installations for Buildings and Construction Sites and the requirement of the local electricity supply retailer.

If necessary to prevent damage to the Works or delays to the Date of Practical Completion the Contractor shall make provision for an on-site generator which shall be suitable silenced. The provision and use of this plant shall comply with all current regulations and Codes of Practices and shall be at no extra cost to the Principal.

Any pumps used for dewatering between the hours of 6:00 pm and 8:00 am shall be electrically driven to minimize noise in residential areas.

4.2.5 Telecommunications

The Contractor shall make its own arrangements for the provision of its telecommunications requirements.

The Contractor shall be deemed to have satisfied itself that any mobile telecommunication device operates satisfactorily over the whole of the Site.

The Contractor shall make due allowance for the amount of time required to provide fixed telecommunications at the Site as no extension to the Date of Practical Completion will be allowed on the basis of any claimed delay.

4.2.6 Sanitary Provisions

The Contractor must comply with the Code of Practice titled Building and Construction Workplaces issued by Health and Safety Authority Organisation, Victoria.

The Contractor shall provide suitable and approved sanitary accommodation for persons employed on the works, as approved by Council's Chief Environmental Health Officer. The Contractor shall pay all associated fees and charges.

The Contractor must, at its own cost, provide toilet and adequate wash facilities for its personnel and that of its sub-contractors. These facilities shall be connected to a storage tank, or other facility approved by the Superintendent, which shall have a minimum of 14 days storage capacity and shall be located in a place approved by the Superintendent.

The contractor shall provide watertight refuse bins for use by its workforce.

The Contractor shall arrange for the removal of all sewage from the holding tank and for all garbage and refuse to be collected at regular intervals and disposed of at approved and lawful locations outside the work Site.

The Contractor is warned of the danger and loss caused by interference with the conductors, insulators or structures on the transmission lines of the appropriate power company. No blasting or clearing operations shall be carried out in the vicinity of such lines, or any other Authorities mains, without adequate precautions being taken to prevent possible damage. The power company, or any other Authority, has the power to recover damages from the person(s) responsible for such loss or damage.

4.3 Security of the Site

The Contractor shall provide at its own cost security for the Site and the Works, its construction facilities, and plant and equipment associated with the work under the Contract.

The Contractor shall erect security fencing and lockable gates around the Contractor's Area and, where practicable to do so, around the Works Site and shall maintain the fence and gates in good condition to exclude unauthorised entry into the Works Site.

Plant and equipment left unattended on the Site shall be securely locked to prevent their operation or removal by unauthorised persons. All plant and equipment operated by hydraulic mechanisms must be lowered to the ground or lowered to their normal resting positions when not in use. Material shall also be secured by the Contractor to prevent their removal by unauthorised persons. In the event of any loss or damage the Council will not be held responsible.

4.4 Tidy Work Sites

The Contractor shall during the construction of the Works keep the Site and the Works free of litter and rubbish and, on completion of the Works, the Contractor shall remove from the Site and all other areas utilised by it for the purposes of the Contract, all plant, structures, temporary fences and gates, temporary access roads and hard standing, rubbish, unused materials construction facilities, and other materials belonging to the Contractor or used under direction, and leave the Site and such other areas clean and tidy to the satisfaction of the Superintendent. In disposing of such rubbish and other materials the Contractor shall not dispose of them on land under the control of the Principal without the written approval of the Superintendent.

Excavated materials shall not be stockpiled on sealed road surfaces, or in kerb and channels, or road table drains.

Only quantities of quarry products sufficient for the day's work shall be stockpiled on site. Stockpiles shall be kept neat at all times, and particular care must be taken to ensure that stockpiles:

- Cannot be washed into drains or water courses
- Are not sited on lawns or another areas that would otherwise be unaffected by the works.

Footpaths and pedestrian walkways are kept free of all materials at all times. Any materials spilt shall immediately be swept or otherwise cleaned off the path.

All rubbish, excess spoil and cut/pruned vegetation must be removed from site to an approved disposal site before the conclusion of work each day. The refuse and debris and any other surplus material shall become the property of the Contractor once it has left the Site and must be disposed of in a lawful manner.

The Contractor shall after the removal of all debris, surplus material, Temporary Works and Constructional Plant restore the Site and all other areas utilised by it by filling, shaping, or levelling to a stable, free draining state and planting an approved species of grass or other finish as appropriate, to the satisfaction of the Superintendent.

4.5 High Visibility Jackets

All personnel, including supervisors, surveyors, labourers and plant operators, shall wear fluorescent red/orange day/night high visibility traffic jackets properly fastened at all times.

5 PROGRAM AND PROGRESS

5.1 Construction Program

For the purpose of this Clause, “construction program” means a program in the format of an activity oriented, critical path network that 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.

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 comply with Item 1.21 in Annexure B to the General Conditions of Contract.

5.2 Estimated Cash Flow

The Contractor shall submit an estimated cash flow with the Construction Program. This cash flow shall be revised and submitted with each and every amendment to the Construction Program.

5.3 Review of Submitted Program

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.

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, then the Contractor may proceed to prosecute the work in accordance with the submitted construction program at the Contractor’s own risk.

5.4 Project Meetings

The Contractor must attend project meetings with the Superintendent to review construction progress in relation to the constructions program, cashflow forecast and other relevant matters.

The Contractor must be represented at project meetings by both, or either of, the:

- Director in charge (overall responsibility for the entire project)
- Construction / Site Manager (overall on-site responsibility for the works and the site)

Project meetings will be held at a regular time and place each week, or at regular intervals to be directed. The date and time of project meetings will be as directed by the Superintendent.

Project meetings will be chaired and minuted by the Superintendent.

At each project meetings, the Contractor must submit to the Superintendent:

- The update to the current construction program.
- The detailed (look-ahead) program in bar-chart format for the work planned for the following four weeks.

5.5 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.

5.6 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, eg 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.

Only delays affecting critical activities will be considered as time lost due to adverse weather conditions.

6 PROSECUTION OF WORK

6.1 Normal Hours of Work

The Contractor's working hours at the Site shall be restricted to the hours between 7.00 a.m. and 5.30 p.m. Monday to Friday inclusive, but excluding statutory public holidays and Industry Award Rostered Days Off.

No work other than routine maintenance on the Contractor's plant will be permitted on Saturdays, Sundays, public holidays and Industry Rostered Days Off without prior written approval of the Superintendent. Such maintenance work shall only be carried out between the hours of 8.00 a.m. and 4.00 p.m. Any routine maintenance shall be carried out and in such fashion as not to cause any spillage of any material and shall be limited to minor maintenance such as that normally carried out to equipment on a daily basis. No servicing or repair of equipment shall be undertaken on site without the express permission of the Superintendent.

6.2 Construction Work Outside Normal Hours

If the Contractor desires to carry out the works outside the normal working hours, he shall make a written request to the Superintendent (in a format acceptable to the Superintendent) to carry out construction works outside normal working hours. The request must be delivered to the Superintendent no later than 12:00 noon on the preceding Thursday. Providing inspection services can be made available, the Superintendent may grant written permission. The Contractor shall pay in full, for time beyond the normal working hours, all wages and/or salaries of supervising personnel.

On the last normal day prior to an extended weekend, the following activities must be completed no later than 4:00 pm:

- All construction works must be completed, shafts and trenches backfilled, road openings adequately sealed using premix.
- All safety requirements (including, but not limited to, barriers and road signage) must be in place.
- All environmental protection requirements must be in place. This includes, but is not limited to, ensuring all silt traps are maintained and working correctly, and all drainage systems (both natural and man made) are protected against sediment entry.
- All efforts must be pursued to remove any unused stockpiles of quarry products, topsoil or excavated material off site. However if this is not possible, then stockpiles must be appropriately barricaded, and secured in accordance with EPA guidelines to ensure sediments do not enter drainage systems.

6.3 Co-Operation

Port Phillip City Council reserves the right to perform works or award other contracts for works 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.

6.4 Blasting

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

6.5 Setting Out Works

The Contractor shall be completely responsible for the setting out of works and the accuracy of lines and levels, and shall provide himself with all necessary appliances such as dumpy levels, spirit levels, straight edges, boning rods, measuring tapes, templates, etc., and these shall be available for use at all times during the works

The Contractor shall employ an approved competent and experienced surveyor to set out the works on the Contractor's behalf. The surveyor shall be a practicing survey specialist with formal qualifications in surveying. In circumstances where it is necessary to set out the works using cadastral information, the surveyor shall be a licensed surveyor.

Bench marks and/or permanent survey marks are located as shown on the plans. Any survey marks disturbed marks as a result of the Contractor's works/activities shall be replaced by a licensed surveyor at the Contractor's expense.

Any benchmarks, including temporary bench marks, set out by the Contractor's surveyor shall not be placed within the "No Go Zone" (as defined by the Chief Electrical Inspector) of electricity supply authority assets.

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 Port Phillip City Council, and shall not proceed with further construction works without the authority of the Superintendent.

6.5.1 Protection of Survey Pegs

Before any works commence the Contractor shall identify the location of all survey pegs, including survey marks, bench marks and level pegs. During the course of the Works, the Contractor shall make every endeavour to maintain survey pegs so long as the ground beneath them are not required to be cut away to complete the works.

Where survey pegs are to be removed with excavations or covered over, offset pegs shall be placed in position suitable for checking the location of the Works until survey pegs can be replaced.

During construction, the Contractor shall maintain identifying markers to indicate survey and offset peg locations. Markers shall be clear and able to be observed whilst operating construction equipment. Markers shall be placed adjacent to, and so as not to disturb, each survey peg within the Works zone.

Survey and offset peg markers shall be approved by the Superintendent. White stakes or star pickets with coloured plastic tape, or similar, clearly visible above adjacent obstructions, may be used. All survey pegs disturbed during

construction shall be replaced by the Contractor prior to practical completion of the Works.

During clearing and grubbing operations, care shall be taken not to disturb any bench marks, survey or level pegs. Any survey pegs lost as a result of the Contractor's carelessness shall be replaced at the Contractor's expense.

6.6 Public Utilities and Services

The locations of various underground structures, services and other property as shown on the Drawings are believed to be correct but do not purport to be absolutely so. The Drawings have been provided for the information of the Contractor but shall not be used as if the structures, services or the property will be found exactly as plotted or that they are complete or accurate. The Principal does not warrant the correctness of such information.

Prior to commencing works of this Contract, the Contractor shall obtain all relevant information from the appropriate Authorities concerning the location of any water, sewerage or gas mains, storm water drains, electric power, telecommunication lines (either above or below the ground), which may be affected by the works of this Contract.

The Contractor shall be responsible for any damage, which has been caused by any works or operations under his control to any water, sewerage or gas mains, or any main, cable or pole of the electricity or telecommunication supply.

The Contractor shall, where any damage has occurred to services, notify the Superintendent and also the responsible authority concerned, and make all arrangements for any necessary repairs. The Contractor shall have no claim against Council for any delay, loss or inconvenience that may be caused by any such damage.

The Contractor shall make provision for the sealing and removal of unused services, for the cutting, sealing and reconnection of any services temporarily requiring attention, and shall ensure that all leaks and defects in any services are stopped and repaired before construction proceeds or recommence, all as approved by the responsible authority.

All fire plugs, valve boxes, manhole covers and other miscellaneous covers are to be set by the Contractor to match the finished surface levels in compliance with typical details. The Contractor shall arrange with the appropriate service authority for the adjustment of all covers, and all associated costs are deemed to be included in the tender price.

The Contractor is warned of the danger and loss caused by interference with the conductors, insulators or structures on the transmission lines of the appropriate power company. No blasting or clearing operations shall be carried out in the vicinity of such lines, or any other Authorities mains, without adequate precautions being taken to prevent possible damage. The power company, or any other Authority, has the power to recover damages from the person(s) responsible for such loss or 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 Contractor shall mark the position of these fittings conspicuously.

6.7 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, after practical completion of the work.

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

7 PROTECTION OF PROPERTY

7.1 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 Port Phillip 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.

7.2 Work in Private Property

The Contractor shall not, without the written consent of the owner, interfere with any public or private property or improvements except in accordance with this Contract, and shall protect and maintain, free from injury or interference, any structure or any private or public service or other property liable to be damaged by the works of the Contract.

Where the works include any item or items which make it necessary to go into or through private property as, for example, the installation of drains through private property, the Contractor shall take all possible precautions to prevent the property or improvements being damaged, and to avoid (as far as possible) any inconvenience to residents and the public. Under no circumstances shall soil or other materials be heaped or allowed to fall and remain against buildings or fences without the written consent of the owner, and then only provided that adequate precautions are taken for the protection and safety of those fences and/or buildings.

The Contractor shall be responsible for any damage done by himself, his servants, employees or agents, or by any plant or equipment used or connected with the work in any way, whether owned by the Contractor or not, on or to any private or public property.

The Contractor shall (at his own expense), as soon as the progress of works permits, repair and restore any structure, service or property damaged in any way to the like order and condition in which it was before such damage. The Contractor shall provide (at his own expense) any materials and/or labour, which are required for the satisfactory reinstatement of same.

The repairs may be made by the party controlling the structure, service or property, and the cost of such repairs may be deducted from the monies due or which may from time to time become due to the Contractor. The Contractor shall also be liable for any loss or damage, which may result from such damage or interference to any structure, service or property and for any claim arising from delay in repairing and restoring it.

All roads, channels, paths, drives, yards or other places used in connection with the work shall be kept free of unnecessary obstruction whilst the work is proceeding, and left tidy on completion to the satisfaction of the Superintendent.

Where work is to be done in a sewerage or drainage easement, drainage reserve, or any other reservation or easement through private property, the Contractor will normally be required to confine his operations to the width allowed in such easement reserves or reservation. Any concessions the Contractor may require (apart from the said easement), and particularly in regard to access, must be obtained by him from the property owners or other parties concerned at his own expense entirely.

7.3 Clearances from Landowners and Occupiers

Where the construction of any works has required the Contractor to go into or through private property the Contractor shall, prior to the expiration of the maintenance period, obtain from the owner or owners involved written advice that the Contractor has reinstated the parts of their property affected to their satisfaction.

In cases of dispute between owners concerned and the Contractor, the matter shall be referred to the Superintendent for decision, and whose decision shall be final and binding on the Contractor.

8 PROVISION FOR TRAFFIC

8.1 Definitions

Work Zone

The length of roadway within the Contract limit of the Works as specified.

Work Area

The specific area where work is being carried out, as defined in the Contract.

Side Track

A temporary roadway constructed within the road reserve to carry traffic around the Works or Work Zone.

Traffic Detour

A detour of traffic away from the Work Zone or the Works via alternative roads or streets.

8.2 General

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

Unless specified otherwise, the Contractor shall make provisions for traffic, including pedestrian, 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.

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 and approval by the Superintendent.

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

Works 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.

8.3 Contractor's Representatives

On commencement of the Works, the Contractor shall advise the Superintendent in writing of the names, addresses and telephone numbers of employees who can be contacted in any emergency which may require repairs to the Works under the Contract or the replacement or maintenance of signs and devices.

Any proposed changes of representatives, together with their contact telephone numbers or addresses shall be notified promptly to the Superintendent, prior to the change, and confirmed in writing to the Superintendent.

8.4 Care of Areas Used by Traffic

Both during and at the end of each day's work, the Contractor shall be responsible for ensuring that the pavement and shoulders used by traffic within the Work Area, and all other areas within the Work Zone where the Contractor has undertaken work, are in a safe and trafficable condition.

The Contractor shall immediately remove any material that has fallen on any travelled path, or road leading to/from the work site, as a result of the transportation of materials or other. The Contractor shall immediately remove any material stored or deposited near the travelled path that could constitute a hazard to traffic. Any soiling of adjacent road pavements, caused by vehicles or equipment engaged in these activities shall be immediately cleaned off by the Contractor, at his expense, and to the satisfaction of the Superintendent.

8.5 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. 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.

8.6 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.

8.7 Construction Operations Affecting Traffic

8.7.1 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.

Any intermingling of construction plant with traffic shall be kept to a minimum at all times.

Unless specified otherwise, 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 traffic path of 1.2 m;
- (ii) provide a minimum one way clear travel path width of 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 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 Section 19 – Hot Mix Asphalt for asphalt paving.

8.7.2 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.

8.8 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 the Port Phillip 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 the 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.