

# CONTRACT SPECIFICATIONS

Our Ref: FEER3110-05a -  
Collinsdale

## Part A: General

### 1. Interpretation

---

Except where the context otherwise requires, the following are applicable:

- 'apply', 'carry out', 'rectify', 'ensure', 'supply', 'install', 'reinstate' and similar expressions means by the Contractor and included in the Contract Sum unless specified otherwise
- 'approved', 'directed', 'required', 'rejected' and similar expressions means approved, directed, required, rejected and the like by the Superintendent
- 'environmental laws' means in respect of the land and buildings the subject of Contract and the use to be conducted by the Contractor in accordance with the Contract, any Legislative Requirements, orders, notices and authorisations or any authority relating to or dealing with the following:
  - Planning and land use.
  - The environment.
  - Health
  - Cultural heritage.
  - Any contaminant or hazardous substance or material.
  - The use, storage or transportation of a contaminant or hazardous substance.
  - The disposal, discharge or treatment of a contaminant or hazardous substance.
  - The spill or leakage of a contaminant or hazardous substance.
  - The treatment, containment or removal of a contaminant or hazardous substance; and
  - The remediation of land.
- 'give notice', 'submit', 'furnish' and similar expressions means give notice, submit, furnish and the like to the Principal or the Superintendent (as the case may be)
- 'responsible authority' means a local government or any government (state or federal) department or other agency charged with the responsibility of administering or enforcing a Legislative Requirement; and
- 'Works Inspector', 'Principal's Inspector' and 'Job Inspector' means a duly authorised person required to enter onto the Site to inspect and/or measure some aspect associated with or effected by the Works on behalf of a government or statutory authority or organisation approved by the Superintendent.

The purpose of this document is to establish the performance requirements and associated technical criteria to be achieved by the Contractor in the delivery of the project.

The requirements and criteria in this document are minimum criteria and requirements, including technical, management, operational and performance requirements for the Works, which the Contractor must satisfy to fulfil its obligations under the Contract. Unless and to the extent that this document expressly nominates the Principal to carry out any work, the requirements and criteria set out in this document must be fulfilled by the Contractor as part of the work under the Contract.

Where there is an inconsistency, ambiguity, or discrepancy between the required qualities or standards in different Parts of this document, the Contractor must comply with the highest quality or standard or perform the more onerous obligation.

If more than one criterion applies in respect of any part of the work under the Contract then all criteria must be satisfied. If there are criteria which are mutually exclusive, then the criterion which delivers the greatest level of service, or is the highest standard, must apply, unless otherwise agreed by the Principal.

Reference to any work includes any additional activities necessary for the satisfactory completion and performance of that work and full compliance with these criteria.

## 2. Definitions

---

In this document, except where the context otherwise requires:

<b>ADAC:</b>	Asset Design As-constructed.
<b>AHD:</b>	Australian Height Datum.
<b>ARMP:</b>	Approved Risk Management Plan.
<b>ASS:</b>	Acid Sulphate Soils.
<b>BAC:</b>	Blood Alcohol Concentration.
<b>CBD:</b>	Central Business District.
<b>CCR:</b>	The Principal's Contract Representative, being the person nominated by the Principal to exercise the functions of the Principal relating to the Contract, or other person nominated from time to time by the Principal.
<b>CEMP:</b>	Construction Environmental Management Plan
<b>CPESC:</b>	Certified Professional in Erosion and Sediment Control
<b>CQAP</b>	Construction Quality Assurance Plan
<b>QCA</b>	Quality compliance audit
<b>DES:</b>	Department of Environment and Sciences.
<b>draft:</b>	the stage where a task has been completed and the results submitted for approval (not for checking or verification) by the Principal or the Superintendent (as the case may be), and where the originator is satisfied that it is a fair representation of the intended outcome
<b>equipment:</b>	any tools, items of plant, apparatus or machinery used to carry out and complete the scope of work
<b>experienced:</b>	trained, competent, and having a minimum of 1000 hours of on-the-job current industry experience
<b>Hold Point:</b>	the stage that the Works has reached, such that it requires a review, comments, action or instruction from the Principal or the Superintendent (as the case may be) prior to work continuing.
<b>ITP:</b>	Inspection and Test Plan.
<b>maintenance:</b>	is the repair, replacement and upkeep of existing assets. Maintenance work keeps an asset functioning in its current operational state and does not enhance or change the initial design or function of the asset without extending its useful life.
<b>materials:</b>	any consumables used to carry out and complete the scope of work.
<b>NATA:</b>	National Association of Testing Authorities.
<b>PPE:</b>	personal protection equipment.

<b>preliminary:</b>	the stage where a task has been partially or wholly completed, but the results have not been fully checked / verified, and the desired outcome has not been achieved or determined.
<b>PSM:</b>	Permanent Survey Marks.
<b>PUP:</b>	Public Utility Plant.
<b>QAS:</b>	Quality Assurance System
<b>qualified:</b>	having undergone formal training.
<b>RL:</b>	Reduced level
<b>RPEQ:</b>	Registered Professional Engineer of Queensland.
<b>SMP:</b>	Safety Management Plan.
<b>SWMS:</b>	Safe Work Method Statements.
<b>TMR:</b>	Queensland Department of Transport and Main Roads.
<b>UV:</b>	Ultraviolet.
<b>Witness Point:</b>	Is an identified point in the process of Works where the engineer, Principal or superintendent must review, witness or inspect the work. The Contractor must notify the Superintendent when the Witness Point has been reached and the relevant work activities must not proceed unless indicated otherwise by the Superintendent.

Unless the context requires otherwise:

- words defined in the General Conditions of Contract have the same meaning throughout the document; and
- words defined in any part of this document have the same meaning in any other part of the Contract.

### 3. Plant, equipment and materials

---

The Contractor must ensure that all items of plant, equipment, materials, machinery, vehicles and tools used in the performance of the services or additional services comply with all Legislative Requirements, relevant Australian Standards and the manufacturer's specification.

The Superintendent may prohibit the use of any item that, in the Superintendent's opinion, may cause danger, nuisance and environmental harm or does not produce satisfactory results. This will not relieve the Contractor from the responsibility to carry out and complete the work under the Contract in accordance with the Contract (including this document).

The Contractor must not use items in a manner that causes debris or substances to be projected in a dangerous manner, where it may cause property damage or personal injury.

The Contractor must allow the Superintendent to inspect any maintenance record of any item. When an inspection is required, the Superintendent will notify the Contractor in writing. Within one Business Day of receiving such notice, make the requested records available for inspection by the Superintendent at the Site or the Contractor's business premises.

The Contractor must ensure PPE is supplied to those persons actually performing the Works, as required by any Work Health and Safety Law.

The Contractor must provide copies of materials safety data sheets to the Superintendent.

The Contractor must ensure that only individuals with the appropriate licences necessary to operate an item of Contractor's plant and equipment operate that item in accordance with any Legislative Requirements and any relevant Australian Standards.

Any item (whether owned, hired, leased or supplied by the Contractor) which is used in the performance of the Works will be considered to be the Contractor's equipment for the purposes of the Contract.

## **4. Relations with others**

---

The Contractor must work on the Site while other Contractors/workers (whether engaged by the Principal or others) are present on the Site, but not directly involved with the Works.

The Contractor must ensure that the other Contractors'/workers' works are not affected in any way by the Works being performed by the Contractor.

## **5. Supervision**

---

The Contractor must provide a full time competent and experienced technical site representative (Supervisor) for the duration of the Contract. Full details, including name and telephone numbers, of the proposed site representative and project manager must be supplied in writing to the Superintendent prior to commencement of the Works.

The above requirements do not prejudice or otherwise affect the Contractor's obligations of the General Conditions of Contract.

## **6. Inspection**

---

No claim for delay will arise from the giving of insufficient or unreasonably short notice in respect of inspections. The minimum notice considered to be reasonable by the Superintendent to undertake an inspection is two Business Days.

## **7. Daywork records**

---

Records of daywork must be kept that include the following:

- date of work and location
- plant used - description, fleet or registration number, ownership, hours worked (also on 'stand by', under maintenance, in transit, or in any other mode)
- labour used - names and classification of personnel, and hours worked
- materials used - type, size manufacturer/supplier, quantity, intended use, and any other relevant details; and
- general - notes concerning weather, operating conditions, constraints, progress and any other relevant details.

## **8. Status program**

---

Status Contractor's Programs must be submitted in accordance with the General Conditions of Contract.

Status Programs are to contain the following information:

- reporting period
- major activities achieved during the report period
- actual progress versus scheduled progress
- health, safety and environmental issues/incidents
- non-conformances addressed
- complaints
- arising issues and/or outstanding actions, including requests for information from:

- the Contractor
- the Principal
- authorities; or
- Others.

The Contractor must develop a Status Contractor's Program template to include each section above for the Status Contractor's Program which is required to be completed and is not to be left blank. Status Contractor's Programs are to be issued by email, or otherwise as agreed to by the Superintendent.

Status Contractor's Program meetings involving the Superintendent, the Contractor and appropriate Subcontractors are required as required by the Superintendent. The updated Status Contractor's Program is required to be submitted at least two Business Days prior to the progress meeting. Minute the progress meeting and forward to the Superintendent for confirmation. The agenda framework for the project meeting may be subject to change and be along the lines of:

- actual progress versus scheduled progress
- scope changes/variations
- non-conformances
- construction related issues
- complaints/incidents (safety, environmental, and/or otherwise); and
- other business.

At the first progress meeting submit the names and telephone numbers of all responsible persons who may be contacted after hours during the course of the Contract.

## **9. Dimensions and levels**

---

Do not rely on dimensions and levels undertaken by the Principal. Obtain or check all measurements before commencing the Works. Verify details of existing work before altering or adding to it. Report any discrepancies to the Superintendent. If individual (spot) levels are shown on any drawings, these take precedence over contour lines and ground profile lines.

## **10. Traffic control**

---

The Contractor must provide for continuous operation of normal traffic along all public and private roads, walkways and pedestrian and vehicular access to properties or intersected by roads or drains included in the Contract. Be entirely responsible for the control and safety of all pedestrian and vehicular traffic at or near the worksite.

For Works located within any of the property, arrange and ensure safe and controlled use of any plant access roads where necessary for the Works within the relevant site or property.

## **11. Access to private property**

---

The Works under the Contract will require access to private property. Do not enter the private property and commence work unless:

- the Superintendent has been given five Business Days' notice of the timing to access the private property

Make every effort to minimise obstruction to private property. Vehicular access must only be between 7Am and 4PM.

Maintain safe and reasonable personal access to properties at all times.

---

## 12. Access to site

---

If access to the Site is required outside normal business hours, provide reasonable notification to the Superintendent.

Site inductions must be undertaken prior to undertaking work at the site. These induction assist in informing potential hazards that may be encountered when undertaking the Works and outline specific safety requirements when on the Site.

---

## 13. Impact on properties from Works

---

The Contractor must ensure minimal disruption and protect private or public property from potential damage during the Works.

Where relevant, arrange a joint inspection with the Superintendent of the adjoining/potentially affected properties. Arrange this for prior to commencement of the Works.

---

## 14. Encroachments

---

Do not demolish or damage adjoining property shown on any drawings as encroachments on to the Site.

Should the Works reveal encroachments of adjoining property on the Site or encroachments of existing Site structures on adjoining property, and should such encroachments not be referred to in the Contract, obtain instructions from the Superintendent immediately when such encroachments are revealed.

---

## 15. Contractor's site area

---

Access onto and around the Site, and the use of the Site, for Temporary Works and Construction Plant, including working and storage areas, parking and the like, must be restricted to those areas shown in Attachment I or approved by the Superintendent and subject to such conditions as are stated in the Contract or may be imposed by the Superintendent.

---

## 16. Environmental control

---

The Contractor must comply with all environmental laws and protection provisions.

Do not form new tracks, remove trees or shrubs, cut fences, water, sewerage or power lines or any other such things without the written approval of the Superintendent.

Restrict dust caused by the Works to a minimum. Take all practical steps to minimise noise resulting from the Works.

Dispose of litter and debris at an appropriately licensed waste disposal facility.

---

## 17. Construction and environmental management

---

The Principal requires the Works to meet the aims and objectives of the AS/NZS ISO 14001 standard in minimising the impact of the Works on the environment.

Do not lop the branches of any trees or shrubs, either located on a public road, public area or privately-owned land except with the approval of the Superintendent, and then only in accordance with such conditions as stipulated by the relevant approval or the Superintendent.

Any unauthorised damage to foliage outside the Site will be subject to full restoration by the Contractor and at the Contractor's cost, and be subject to the associated penalties of the relevant Local Government Authority and DES requirements.

All equipment and machinery (including generators, pumps and compressors) used outside normal working hours must be driven by electric power. If this requirement is considered not reasonable for a particular instance, apply to the Superintendent for permission to use other means of power. The Superintendent will grant such permission only if satisfied that it is not reasonable to insist on electric power and that all reasonable steps to minimise noise is taken.

No vehicles will be driven or parked on grassed/vegetated areas, resident's lawns or driveways, unless it is within a construction area identified and approved by the Superintendent.

## **18. Storage on site**

---

Do not use roads, driveways, paths, hard standings and the like forming part of the Works for access or storage unless prior written acceptance has been given by the Superintendent. Such acceptance will not be withheld unreasonably.

Store materials and equipment on the Site so as to prevent deterioration of materials and equipment, prevent damage to the Site and to minimise hazards to persons, materials and equipment. Keep storage areas neat and tidy.

## **19. Asbestos and other Hazardous Material**

---

Notwithstanding any other provisions of this document regarding asbestos and other hazardous material, if material that might contain asbestos or other hazardous substances is discovered, the Contractor must:

- (a) stop operations affected by the discovery immediately
- (b) Immediately notify the Superintendent; and
- (c) Comply with all applicable obligations and restrictions imposed by any applicable Legislative Requirements.

Asbestos and other hazardous materials are not expected to be located at the site

## **20. Disposal of refuse**

---

The Contractor must remove from the site refuse (including food scraps and the like) resulting from the Works. Handle refuse in a manner so as to confine the material completely and prevent any emission or spillage.

Store all food scraps and the like in suitable containers with a close-fitting lid. The container is to be vermin proof and resistant to disturbance by dogs, cats and birds.

## **21. Disposal of spoil**

---

Unless otherwise specified, remove all spoil not required as part of the Works from the Site. Pay all tipping fees at the waste disposal facilities. These fees are not refundable.

## **22. Transport of materials**

---

The Contractor must convey soils, earth, sand, loose debris and similar loose materials to or from the Site in a manner that will prevent dropping of materials on streets and property tracks. Cover all loads with taut heavy-duty purpose fitted tarpaulins to ensure no loss of load or dust. Ensure that the wheels, tracks and body surfaces of all vehicles and plant leaving the Site are free of mud, and that mud is not carried on to adjacent paved streets or other areas.

## **23. Existing services and public utilities**

---

Where services, public utilities or other Principal facilities, whether overhead, at the surface, underground or in conduits, exist at or in the vicinity of the Site, take all care necessary to protect such facilities from damage.



The Contractor must consult with and manage all interfaces with service authorities controlling facilities in the vicinity of the Works. These authorities include but are not limited to communications, gas and power.

Confirmation of level and location of all services prior to construction commencing within the Site to ensure protection.

In the case of any damage occurring to such utilities, the matter must be immediately reported to the department, public authority or company concerned and to the Superintendent. The cost of any necessary repairs and/or renewals will be borne entirely by the Contractor. Any PUP damaged or interfered with during the Works is to be restored to its previous condition at the earliest possible opportunity, in accordance with the requirements of the respective asset owner. If the Contractor fails to arrange/undertake such repairs as required by the asset owner, then the Superintendent (on behalf of the Principal) may arrange for the repairs and the Superintendent has the right to deduct the costs incurred from monies or securities otherwise owing or held by the Principal.

Unless instructed otherwise, deal with existing services (such as drains, watercourses, public utility and other services) encountered or obstructed in the course of performing the Works, as follows:

- if the service is to be continued, repair, divert, and relocate as required; and
- if the service is to be abandoned, cut and seal, or disconnect and make safe.

In the event of any discrepancy between location drawing information and physical location of the existing underground services, the service provider must be asked to attend the Site to confirm the accuracy of the location drawing information. Work with the service provider to locate/confirm the existing underground services. Under boring or excavation must not commence until approval documents and sign off is received from the service provider that work can continue.

## **24. Temporary Works**

---

The Contractor must alter, adapt and maintain Temporary Works as necessary and remove them progressively as the work proceeds, unless otherwise specified or instructed.

The Contractor must obtain the written approval of the Superintendent for the inclusion in the Works of any Temporary Works which it is proposed to leave in position at the completion of the Contract.

## **25. Stormwater drainage**

---

In addition to precautions and measures required in respect of erosion and sedimentation control, be responsible for the proper drainage of the Site and of all the Works before Practical Completion. Provide sufficient materials, labour, pumps, equipment, cut-off drains and any other necessary facilities to protect the Works.

Any delays, repair of damage or restoration work resulting from flooding occurring as a result of normal rainfall, or from drainage inadequacies relative to such rainfall, will not be grounds for extension of time or for any other claim. Normal rainfall is defined as the average monthly total for each month and the average storm event occurring in that month, as recorded (over the past ten years prior to the closing of tenders) at the nearest rainfall station to the Site.



## 26. Temporary services

---

The Contractor must provide and maintain temporary services, including telecommunications, necessary for the execution of the Works. Install such services in accordance with the requirements of the relevant authorities. Connect to existing services if these are present and available for use. Make all arrangements for such connections and disconnections including full reinstatement of the site affected by these connections. Pay charges in connection with the installation and use of such services. On completion, disconnect temporary services and clear away all traces.

If available, water for construction purposes may be drawn from the metered supply. If in the opinion of the Superintendent, water is being wasted or more water than is necessary is being used, the Superintendent, in its absolute discretion, may curtail supply or impose a water charge.

Pay for water used. Be responsible for the adequacy of quality and flow quantities for the intended use.

## 27. Communications

---

The Contractor must supply and maintain a method of communications between the office and site crews that is acceptable to the Superintendent, provide mobile telephones or equivalent modes of communication for on Site communications with the Superintendent, and, supply and maintain an email address, which must be contactable by the Superintendent at all times.

## 28. Trades and Best Practice

---

The Contractor must undertake all specialised work in accordance with Legislative Requirements and the requirements of the relevant trade involved, and in accordance with accepted best practice.

Liaise with the Superintendent should any doubts arise as to the standard of equipment or installation required.

## 29. Standards

---

Current Editions: An Australian Standard or other standard applicable to the Works will be the edition last published not later than one month prior to the closing date for tenders.

Site Copies: Keep on the Site a copy of each standard referred to in this document which specifies Site operations or Site codes of practice.

## 30. Worker's compensation insurance

---

In cases where the *Workers' Compensation and Rehabilitation Act 2003* (Qld) does not require the Contractor to effect a policy of insurance (by virtue of all work being carried out by Sub-contractor for any other reason), effect a minimum premium Queensland Workers' Compensation Policy nevertheless.

## 31. Site meetings

---

Site meetings attended by the Contractor, appropriate Subcontractors and the Superintendent, will be held throughout the duration of the Contract at a frequency determined by the Superintendent.

The Contractor must keep minutes of such meetings and provide copies to each party within five Business Days after each meeting.

At the first site meeting, submit the names and telephone numbers of all responsible persons who may be contacted after hours during the course of the Contract.

---

## 32. Quality Assurance

---

If a quality system elements category is specified for any part of the Works, implement the procedures necessary to satisfy the requirements of that category.

---

## 33. Commissioning equipment

---

The Contractor must ensure that all equipment and features are commissioned and tested with the knowledge of the Superintendent. Give the Superintendent at least two Business Days' notice of any inspection or commissioning requirements.

The Contractor must ensure that qualified personnel (preferably from the supplier or manufacturer) are present at the commissioning stage, so that the Superintendent and/or operating staff may receive thorough knowledge of the operating system, including the maintenance requirements.

---

## 34. Manufacturer's recommendations

---

The Contractor must use manufactured items in the Works in accordance with the current published recommendations of the manufacturer relevant to such use.

---

## 35. Samples

---

Items in respect of which samples are specified must be in accordance with an approved sample, or within a range defined by approved samples. Keep approved samples in good condition on the Site until the issue of the Certificate of Practical Completion.

Where the Contract requires the Contractor to provide samples, be solely responsible for any delay resulting from a failure to allow reasonable time for the assessment and approval of the samples, or from the rejection of samples which do not comply with the specification.

---

## 36. Sealed containers

---

Materials and products supplied by the manufacturer in closed or sealed containers or packages must be brought to the point of use in the Works in the original unbroken container or package, otherwise they will be liable to rejection.

---

## 37. Testing

---

Any sampling and testing required to be by an independent testing authority must be carried out by an authority registered with the NATA to perform the specified sampling and testing. Arrange and pay for such testing as required.

---

## 38. Maintenance

---

Before applying for a Certificate of Practical Completion, the Contractor must provide instructions and a recommended maintenance schedule for all items supplied and installed, along with details of model (reference numbers or similar), manufacturer and / or supplier.

---

## 39. Information supplied by the Principal

---

Where information is supplied by the Principal, the following is applicable:

- the provision is on a one-time basis only, and does not imply or infer maintenance or the issue of updates/addendum
- do not supply, use or on-sell this to any third party, either in part or in total

- allow the information to be used for internal use for the Contract only, by an employee in any location in any appropriate manner; and
- take all responsible steps to maintain and safeguard the confidentiality of the information.

## 40. Survey

---

Standard AHD and Geocentric Datum of Australia (GDA94) is the basis of all levels and coordinates associated with the Works unless otherwise indicated.

Be responsible for setting out of the Works from the PSM's and a qualified Surveyor is to be engaged to do the set out.

Rely on set out points placed by the Principal.

## Part B: Project Specific

### 1. Scope of the Works

---

This contract is for the remediation of large-scale erosion at the Collinsdale property located about 30 kilometres North of Rockhampton. The Collinsdale property is situated in the Garnant locality, with the project areas on Lots 39 and 40 on LN327 (earthworks and revegetation works).

The Scope of Works generally includes but not limited to: preparation, implementation and maintenance during construction, all required plans including safety management plan, and erosion and sediment control plan, and construction environmental management plan; site establishment; quality compliance testing and reporting; supply of all materials, labour, equipment and other resources, topsoil removal and stockpiling (from site excavate and borrow pit area / existing dam) cut and fill at the main project site (approximately 22,000m<sup>3</sup>), placement of topsoil, grading and maintenance of access track and creek crossing, reinstate all disturbed area including hydro mulching disturbed areas and disestablish site.

All Works under this Contract must be executed in accordance with the Drawings and Technical Specifications in Attachments A to D.

#### 1.1 Work Milestones

The Works will be based on Work Milestones as described below. The Superintendent will determine the progress of the Works and Milestones achieved in respect to the claims made under the Contract, with progress payments only made for the Works performed and Milestones, and / or pay line items achieved.

##### **Work Milestone Number One - Preliminaries and Site Establishment**

This Milestone must include the following aspects of the Works including but not limited to:

- Review the program submitted with the tender, obtain the approval of the Superintendent prior to mobilisation to site, progressively update, submit updated program weekly or as directed by the Superintendent until the completion of construction.
- Prepare, submit and obtain endorsement of the Superintendent for the required site-specific documentation, including but not limited to the following documents:
  - Safety Management Plan including SWMS for all high-risk activities.
  - Erosion and Sediment Control Plan

It is the responsibility of the Contractor to develop and supply comprehensive respective plans/procedures/reports.

- Pre-construction investigation and site survey Works and location of all underground and/or overhead services. Prior to commencement of any physical work, notify the Superintendent of any additional requirements determined as a result of the pre-construction site investigation activities.
- Site establishment including supply, implement and maintain vehicle and plant management throughout the duration of construction.
- Establish suitable stockpile locations.

The total value of this Milestone must not exceed 10% of the total value of the Contract Sum.

##### **Work Milestone Number Two – Access Track Grading, Surface Preparation and Excavations**

This Milestone include the following aspects of the Works including but not limited to:

- Set out and alignment for the proposed work.
- Supply all controls, implement and maintain site specific plans as required.
- Supply all necessary plant, equipment, labour and material to:
  - Complete the earthworks in accordance with the project drawings (Attachment A) and Technical Specification (Attachment B).



- finish the batter surface as required
- excavate/fill, compact and finish earthwork to the required level(s)
- stockpile soil within the project site at suitable location(s).
- Prepare and supply progressive as-constructed information.

It is the responsibility of the Contractor to ensure site access track is maintained for vehicle and plant access during the construction period.

### **Work Milestone Number Three – Topsoil placement**

This Milestone must include the following aspects of the Works including but not limited to:

- Set out and alignment for the proposed work.
- Supply all controls, implement and maintain site specific plans as required.
- Supply all necessary plant, equipment, labour and material to:
  - excavate/fill, compact and finish earthwork to the required level(s); in accordance with the project drawings (Attachment A) and Technical Specification (Attachment B).
- Prepare and supply progressive as-constructed information.

### **Work Milestone Number Four – Site hydro mulching and Disestablishment**

This Milestone must include the following aspects of the Works including but not limited to:

- Set out and alignment for the proposed work.
- Supply all controls, implement and maintain site specific plans as required.
  - Hydro-mulch (with seed) all disturbed areas where earthwork has occurred in accordance with the project drawings (Attachment A) and Technical Specification (Attachment B).
- Prepare and submit as-constructed drawings and data.
- Submit all signed quality assurance records including product warranties and certifications.
- Dis-establish site on completion of all Milestones and meeting requirements specified within the Contract.
- Any other work required to complete the entire Contract as per the requirements contained within the Contract.

The total value of this Milestone must not be less than 10% of the total value of the Contract.

### **Provisional Item – Supply of Resources (Personnel and Equipment)**

This is a 'Rate only' item for the provision of resources for any additional work that may be requested by the Principal and or for additional scope arising from latent conditions, to be undertaken as 'Day Work' under the Contract. This item is payable only for the number of hours of various resources utilised and based on the records maintained.

## **1.2 Specific/Ancillary Work**

Subject to the requirements of the Contract, the Works must also include the following items:

- Positive location and identification of all services in the Works area prior to commencement of work.
- Reinstatement Works of site as required.
- Provision of resources for any additional work under 'Day work'.



## 2. Site

---

### 2.1 Location and Limits

The site is within the Collinsdale property, Garnant (251 Salmon Road) and the limit of the Works is indicated by the Project Drawings in Attachment B. These limits may only be altered with the written approval of the Superintendent. Activities including material storage areas must be agreed with the Superintendent. Limits of the Site area and the Works area may only be altered with the written approval of the Superintendent. Do not enter onto the landholders property other than to undertake the Works.

The commencement of any activities on the site must not occur without first advising the Superintendent. In particular, no site excavation will be undertaken without first advising the Superintendent.

The site works should not impact Louisa Creek and the Works are to be performed in a manner such as to minimise any disturbance to existing vegetation along Louisa Creek and the Fitzroy River.

Access to the site will be permitted by arrangement with the Superintendent. Protocol for access to the site will be determined and approved by the Superintendent prior to commencement of the Works.

All roadways and access points to the project site are to be kept clear and accessible at all times. Parking of vehicles or equipment within existing roadways / track will only be permitted for short-term loading or unloading of equipment or facilities, and only with the prior approval of the Superintendent. All other vehicles, including vehicles used by personnel to commute to the site, must be parked in a manner such as to not obstruct roadways / tracks subject to the written agreement of the Superintendent.

### 2.2 Site inductions

The Contractor and its employees are required to develop and undertake site specific inductions for the Site.

The inductions assist in informing potential hazards that may be encountered when undertaking the Works and outline specific safety requirements when on the Site.

#### Induction Site Requirements

- Current Construction Industry Safety Induction Card.

## 3. Contract specific requirements/constraints

---

The Principal advises that the following requirements and/or constraints exist with respect to the execution of the Contract. This list should not be read as exhaustive:

#### Site access:

Access to the site is restricted to the construction Site only and all Contractors' Personnel, vehicles and equipment must:

- Seek Superintendent's approval to access other areas of the property.
- Ensure all vehicles/equipment obtains weed-free certification prior to entering property.
- Ensure construction activities will have no or minimum impact on the riparian vegetation.

#### Digital design information:

Aerial survey and detailed design drawings information, in Pdf and AutoCAD formats, are provided in Attachments A to D to compute the quantities of all aspects of work under this Contract. It is the responsibility of the Contractor to extract all required information from the digital information and other information contained within the Contract to submit the lump sum price and must include all aspects of the work under this Contract.



## 4. Geotechnical Report

---

A geotechnical and slope stability investigation has been carried out (refer Attachment B). The report is provided for information only.

## 5. Work Health and Safety

---

### 5.1 Safe Work

Ensure that all Work Health and Safety Requirements are met and all workers and Subcontractors are supervised at all times while performing the Works. Ensure systems for monitoring of documented work practices (including Subcontractors documented work practices) are implemented and maintained throughout the course of the work. Prior to commencement of Works, ensure all workers (including workers employed by Subcontractors) receive training in Work Health and Safety (WHS) and risk management specific to the Site and work activities.

Provide the below documents where applicable to the Superintendent, in accordance with the General Conditions of Contract and at any time during the course of the Works:

- Safe Work Method Statement (SWMS) and/or safe systems of work incorporating site specific workplace hazards risks and controls.
- the Contractor's Safety Management Plan relative to site construction activities being undertaken, addressing at least the following aspects of the Works;
  - names of persons at the workplace whose positions or roles involve specific health and safety responsibilities
  - arrangements for consultation, cooperation and coordination
  - arrangements for managing incidents
  - process for management of Subcontractors
  - site-specific health and safety rules and how people will be informed of the rules
  - workers have appropriate licences and training
  - arrangements to collect and assess, monitor and review SWMS
  - the safe use and storage of plant
  - obtaining and providing essential services information
  - compliance with this Clause.

### 5.2 Communication, consultation and coordination

Before commencing Works and then on an ongoing basis, consult, cooperate and coordinate with:

- the Superintendent;
  - workers (including workers employed by Subcontractors) who are or are likely to be directly affected;
  - relevant suppliers, Contractors and other third parties;
- and
- all other duty holders as defined within *Work Health and Safety Law*.

in relation to any WHS matters arising out of or in connection with Works under the Contract.

### 5.3 Construction Work Risk

The construction risk for activities identified by the Principal are listed below. This assessment is not exhaustive and excludes activities generated by individual work process. Prepare SWMS for all high-risk construction activities prior to the execution of the Works. Ensure SWMS address all relevant aspects of the activities and all high-risk construction work is carried out in accordance with the SWMS.

- involves a risk of a person falling more than 2m
- is carried out in an area at a workplace in which there is any movement of powered mobile plant
- is carried out in or near water or other liquid that involves a risk of drowning



## 5.4 Known Hazards

The known hazards and risks at/or in the vicinity of the workplace identified by the Principal are listed below. Prior to the execution of the Works identify all hazards and risks that are present.

- The physical working environment, for example the potential for immersion or engulfment, fire or explosion, slips, trips and falls, people being struck by moving plant, exposure to noise, heat, cold, vibration, radiation, static electricity or a contaminated atmosphere
- Animals including insects, snakes, and spiders that bite or sting and crocodiles
- UV radiation exposure longer than 15 minutes.
- Serious personal injuries may transpire if equipment is not installed in accordance with the specific manufacturer's installation procedures.
- There may be manual handling injuries if the Work Health and Safety Law and any specific manufacturer's installation procedures are not followed.
- Fall from heights (by a person from one level to another that is reasonably likely to cause injury to the person or any other person).
- Work completed outside of normal operational hours (work extending or scheduled outside core business hours that may lead to fatigue).
- Working in excavation.
- Working on or adjacent to moving traffic.

## 5.5 Personal Protective Equipment

Ensure the following minimum PPE is provided and worn at all times:

- Long sleeved high visibility shirt, or a long-sleeved shirt with a high visibility vest
- Full length trousers
- Safety helmet with broad brim
- Ankle length lace up or zip up boots
- Safety glasses
- Gloves when conducting manual tasks

Inclusive of the above, during low light and night time Works, fluorescent and/or reflective PPE must also be worn.

All PPE must meet minimum standards nominated within applicable Legislative Requirements.

Ensure risk controls are implemented for all work activities and where identified, additional PPE is provided and worn as required.

## 5.6 Alcohol and Other Drugs

The Contractors workers (including workers employed by Subcontractors), whilst engaged in the Works, must not be under the influence of any alcohol and/or other drugs (AOD).

All workers must maintain a Breath Alcohol Concentration (BrAC) reading of 0.000% and in respect of drugs including but not limited to opiates, THC, cocaine, amphetamine and benzodiazepines, maintain levels not in excess of those prescribed by AS 4760.

## 5.7 Reporting and Incident Investigation

Provide Contractor WHS performance reports specific to the Site and work activities in accordance with this document or as otherwise directed.

Notify the Superintendent immediately after becoming aware of any of the following:

- a failure to comply with any requirement of this Clause
- any accident, incident or near-miss incident;

The initial notification required relating to the above may be verbal or in writing it must contain the full details of:

- the location and nature of the event;
- the nature and extent of any harm and any other impacts that have occurred or may occur;

- how the Contractor is managing the event; and
- any other information required by any Regulatory Authority.

If the initial notification is verbal, it must be followed by written notification as soon as practicable.

Further to the requirement of the SMP, investigate the root cause any accident, incident or near-hit incident as soon as practical and must provide the results, any learning or recommendations and any progress reports on corrective actions taken to the Superintendent.

The Principal may by notice in writing to the Contractor, participate in any investigation or review the Contractor undertakes.

Failure to comply with this Clause, the Principal may by notice in writing to the Contractor conduct its own investigation in to any accident or incident in relation to the Works.

## **6. Environmental Protection**

---

### **6.1 Environmental control**

Comply with the provisions of all environmental protection provisions in this Contract and with the requirements of any Legislative Requirements related to environmental protection.

Do not form new tracks, erect camps, remove trees or shrubs, cut fences, water, sewerage or power lines or any other such things without the written approval of the Superintendent.

Restrict dust caused by work under the Contract to a minimum. Take all practical steps to minimise noise resulting from work performed under the Contract.

Dispose of litter and debris at an appropriately licensed waste disposal facility.

### **6.2 Protection of flora**

Riparian vegetation along Louisa Creek and the Fitzroy River must not be damaged, unless approved under an appropriate State Government approval.

### **6.3 Erosion and sediment control**

Prevent erosion of soil from lands used or occupied in the execution of the work under the Contract. Use methods to control flow velocity of stormwater run-off, to reduce erodibility of the underlying material, to reduce effects of winds, and to reduce the volume of run-off water.

Control sediment-laden run-off water from discharging direct to streams, ponds or any outfall system. Consider the use of silt fences, sedimentation ponds, silt traps or similar.

### **6.4 Disposal of contaminants or hazardous materials**

Dispose of solid, liquid and gaseous contaminants or hazardous materials in accordance with Legislative Requirements, as follows:

- Solids - remove from Site to a recognised / approved location, or as approved or directed by the Superintendent.
- Liquid - subject to statutory and local requirements, dilute with water until an acceptable level of quality is achieved for discharge into the public sewer (wastewater) system. Provide the Superintendent with evidence that the key criteria for discharge have been met. Alternatively, store in approved vessels for disposal at approved locations.
- Gaseous - discharge to atmosphere such that they will be diluted with fresh air to reduce its toxicity to an acceptable and safe level.

### **6.5 Status of Contractor in terms of Environmental Protection Act**

For this Contract, the Contractor will be considered independent, and not a servant or agent of the Principal, for the purposes of complying with the Environmental Protection Act 1994 (Qld).

- All personnel to attend a 'Work Specific' Induction, at no cost to the Principal.
- All personnel to co-operate with the Principal's environmental auditors, monitors and inspectors.
- Be responsible for providing all personnel with appropriate PPE.
- Be responsible for identifying and making the information available to all personnel, all potential hazards likely to be encountered and all hazardous materials likely to be used in the performance of the work.

## 6.6 Environmental performance conditions

### Compliance with environmental Legislative Requirements

- In addition to any other Clause of this Contract requiring compliance, comply with the requirements of all environmental Legislative Requirements relating to the Works.

### Notification of Incidents and Compliance with orders and directions

- Notify the relevant administering agency immediately of any non-compliance with any environmental authority or other permit, licence or approval applying to the Works or any environmental Legislative Requirements relating to the Works or the Site.
- Notify the relevant administering agency immediately of any incident involving actual or potential serious or material environmental harm or environmental nuisance associated with the conduct of the Works. Provide such details of the incident as the Superintendent or CCR where applicable reasonably requires. In this Clause 'serious or material environmental harm' and 'environmental nuisance' have the same meanings they have in the *Environmental Protection Act 1994* (Qld).
- Notify the Superintendent where applicable immediately of any direction order or requirement being imposed on it by any agency responsible for administering environmental Legislative Requirements in respect of the Works or any aspect of the Contractor's conduct in respect of the Works.

### Indemnity - Environmental Harm

- Indemnify the Principal against all liability, loss arising from, and any costs, fines, charges or expenses incurred in connection with a breach by you of any relevant environmental Legislative Requirement arising out of or as a consequence of the carrying out by you of the Work under this Contract.

The Principal may inquire about compliance. The Contractor must:

- Answer any reasonable request by the Superintendent where applicable concerning your compliance with any environmental approval, or any environmental Legislative Requirements concerning the Works; and
- Respond to any reasonable direction of the Superintendent where applicable concerning compliance with any environmental approval concerning the Works, in the case of you being an independent Contractor working under the Principal's environmental authority, or in the case of you being a dependent Contractor.

## 6.7 Cultural heritage performance conditions

### Compliance with cultural heritage Legislative Requirements

- In addition to any other Clause of this Contract requiring compliance, comply with the requirements of all cultural heritage Legislative Requirements relating to the Works.

### Notification of Incidents and Compliance with orders and directions

- Notify the relevant administering agency immediately of any non-compliance with any cultural heritage issues applying to the Works or any cultural heritage Legislative Requirements relating to the Works or the Site.
- Notify the relevant administering agency immediately of any incident involving harm or disturbance to cultural heritage associated with the conduct of the Works. Provide such details of the incident as the Superintendent where applicable reasonably requires.
- Notify the Superintendent where applicable immediately of any direction order or requirement being imposed on it by any agency responsible for administering cultural heritage Legislative Requirements in respect of the Works or any aspect of the Contractor's conduct in respect of the Works.

## Indemnity – Cultural Heritage

- Indemnify the Principal against all liability, loss arising from, and any costs, fines, charges or expenses incurred in connection with a breach by you of any relevant cultural heritage Legislative Requirements arising out of or as a consequence of the carrying out by you of the Work under this Contract.

The Principal may inquire about compliance. The Contractor must:

- Answer any reasonable request by the Superintendent where applicable concerning your compliance with any cultural heritage Legislative Requirements concerning the Works; and
- Respond to any reasonable direction of the Superintendent where applicable concerning compliance with any cultural heritage protection concerning the Works.

## 7. Quality Assurance System

---

Maintain a QAS for the duration of the Contract and ensure that appropriate Site conditions (both on-Site and off-Site as applicable) and plant requirements are provided and maintained to ensure that prescribed quality outcomes are achieved throughout the Contract period in accordance with AS/NZS ISO 9001.

Be responsible for the quality of all products and services supplied under the Contract, and provide all necessary facilities and resources to perform the inspection and tests required to achieve the specified quality.

The QAS must include procedures and identify Hold Points appropriate to the deliverables specified in the Contract.

All inspection and test procedures must be submitted to the Superintendent within 21 days of the Date Acceptance of Tender, or not less than 14 days prior to any proposed testing whichever is the earlier, to allow the Superintendent to comment. Any additional testing required will, as a result of the Superintendent's comments, be reflected in the testing and at no additional cost to the Principal.

Tests undertaken throughout the duration of the Contract must be submitted to the Superintendent not more than two Business Days following the date of testing. In the event that test results indicate non-compliance with quality targets, notification of non-compliances are to be notified to the Superintendent within not more than 24 hours of the time of the test.

Prepare and submit all necessary documentation and records as verification that installation, testing and commissioning has been successfully completed. All of the above requirements are to be satisfied before the issue of the Certificate of Practical Completion by the Superintendent for any portion of the Works.

In the event that any part of the Works performed under this Contract fail to meet the specified product or performance requirements, carry out all necessary remedial Works at no further cost to the Principal.

Give sufficient notice to the Superintendent to enable any materials or workmanship to be examined prior to incorporation into the finalised Works and must give sufficient notice to the Superintendent to enable sighting of any test results required by the Contract or ordering of any test results prior to incorporation of materials or workmanship into the finalised Works.

Unless otherwise specified, all testing to be carried out must be performed by an approved member of the NATA.

In the event that any part of the Works performed under this Contract are found to be defective following the issue of a Certificate of Practical Completion and during the Defects Liability Period, carry out all necessary remedial Works at no further cost. Following completion of the remedial Works all Works are subject to a 12 month Defects Liability Period from the date of completion of the remedial Works.

As part of commissioning and handover, issue the Superintendent three complete copies of the project QAS (i.e. all tests, certifications, warranties, test certifications). All costs associated with the provision of a QAS must be included in the total Contract amount.

## **8. Waste tracking**

---

Legislative Requirements requires all handlers (being generators, transporters, and receivers) of trackable waste, as defined in Schedule 1 of the *Environmental Protection (Waste Management) Regulation 2000*, to record prescribed information about the waste.

Record the prescribed information about the trackable waste as detailed in Schedule 2 of the Regulation. Provide this information to DES on the approved form, or in any other prescribed manner.

DES's approved form is available from all DES offices. Obtain approval from the Chief Executive Officer of DES before using any other method to record and report the trackable waste.

The Contractor is to record and report all trackable waste to DES including the following as identified by the Principal.

## **9. Temporary power supply**

---

Do not use power supply from the landholder facilities. The Contractor must use own portable power generation Devices. Such devices will be fitted with emission control devices to comply with local and/or statutory regulations. The permitted times of use of such equipment may also be restricted by local and/or statutory regulations, comply with all such regulations and Legislative Requirements.

## **10. Temporary water supply**

---

The Contractor must obtain their own water supply. Under no circumstances use water from private residential water services, irrespective of whether approval is obtained for the use of such services.

## **11. Water quality testing**

---

Under this Contract, it is the responsibility of the Contractor to manage the surface and sub soil water from the construction site. Construction works must be undertaken between April to November and not in another month. If required, testing, treatment, management and release of stormwater to the creek in the neighbourhood are the responsibility of the Principal.

## **12. As-Constructed documentation**

---

### **12.1 General**

Undertake progressive recording of As-Constructed Built Documentation as follows: Retain a single set of approved for construction drawings as control drawings onto which As-Constructed Documentation must be progressively recorded.

- These control drawings must be clearly stamped 'as-constructed drawings – record' in red colour. Keep an accurate and reliable record of As-Constructed changes made throughout the duration of the Contract by regularly updating documentation using red colour.
- The As-constructed drawings must be stored in a secure location. The As-constructed drawings must be made available for review by the Superintendent at any time.

## **13. Specification**

---

Refer to Attachment B – Technical Specification for details.

## **Part C: Attachments**

---

Attachment A: Project drawings

Attachment B: Technical specification including Geotechnical Investigation Report

Attachment C: Detailed Design Report

Attachment D: Creek crossing design and specification



## **Part D: Contract Contact**

---

Any queries regarding this tender brief, please contact:

Philip Jeston

Project Coordinator & Business Development  
Catchment Solutions Pty Limited

PO Box 815 Mackay QLD 4740

M: 0488 765 106 | P: 07 4968 4230 | E: [pjeston@catchmentsolutions.com.au](mailto:pjeston@catchmentsolutions.com.au)

[www.catchmentsolutions.com.au](http://www.catchmentsolutions.com.au)

