



# REQUEST FOR TENDER

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Northern and Central Queensland  
Monsoon and Flooding,  
20 December 2022 - 30 April 2023

ESC.0033.2223G.REC

Contract No.: ESC2023-002



This document forms part of the Far North Queensland  
Regional Organisation of Councils standard procurement  
suites produced in collaboration with Helix Legal.



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## Part 1 – Preamble

Following the declaration of the “Northern and Central Queensland Monsoon and Flooding, 20 December 2022 - 30 April 2023” as an activated event under DRFA arrangements, Etheridge Shire Council commenced lodging submissions for the restoration of road assets.

The Etheridge Shire Council (ESC) is undertaking works to restore their road assets.

This 2023 Disaster Recovery Funding Arrangements (DRFA) project is across the entirety of the ESC region.

Completion of works by November 29 2024.

## Part 2 – Tender Information

<b>Principal:</b>	Etheridge Shire Council					
<b>Project Name:</b>	Northern and Central Queensland Monsoon and Flooding, 20 December 2022 - 30 April 2023					
<b>Scope:</b>	The Etheridge Shire Council (ESC) is undertaking works to restore their road assets as described in more detail in Part 5 – Scope					
<b>Site:</b>	Various locations across Etheridge Shire Council Region					
<b>Proposed Timetable:</b>	<b>Action</b>					<b>Proposed date</b>
	Tender Close					29 September 2023
	Tender Award					11 October 2023
	Works Commencement					23 October 2023
	Works Completed					29 November 2024
<b>Tender briefing or site inspection:</b>	Description	Time and Date	Place	Maximum attendees	Mandatory or optional	RSVP
<b>Communication Method:</b>	<input type="checkbox"/> On-line tender forum: <input checked="" type="checkbox"/> Email: <a href="mailto:bfulloon@shepherdservices.com.au">bfulloon@shepherdservices.com.au</a>					
<b>Communication Closing Time:</b>	7 calendar days prior to the Tender Closing Time as amended, if at all, pursuant to the Conditions of Tendering.					
<b>Tender Closing Time:</b>	<b>29 September 2023 5pm</b> <i>Note// The Tenderer must allow adequate time for the Tender (including all supporting documents) to upload to or be received in the Tender Box by the Tender Closing Time.</i>					
<b>Evaluation Criteria:</b>	<b>Criteria</b>					<b>Weighting (%)</b>
	Company Experience					20
	Supervision and Management Experience					30
	Program of works					10
	Local content					10
	Value for Money					30
<b>Tender Box:</b>	<a href="mailto:tender@etheridge.qld.gov.au">tender@etheridge.qld.gov.au</a>					
<b>Tender Format:</b>	Tenders must consist of: <ul style="list-style-type: none"> <li>• 1x complete Tender in a single PDF document; and</li> <li>• 1x set of the Response Schedules in the format provided by the Principal</li> </ul> File names must include the contract number and a brief description of the document.					
<b>Page Limit</b>	No Limit					
<b>Tender Validity Period:</b>	90 calendar days from the Tender Closing Time					
<b>Procurement Administrator:</b>	Etheridge Shire Council					
<b>Principal's Complaints Manager:</b>	<b>Name:</b>	Brett Fulloon				
	<b>Telephone:</b>	0438 666144				
	<b>Email:</b>	<a href="mailto:Bfulloon@shepherdservices.com.au">Bfulloon@shepherdservices.com.au</a>				

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## Part 3 – Conditions of Tendering

### 1. GENERAL

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- 1.1 **(Procurement Administrator)** Any right or obligation of the Principal under or in relation to these Tender Documents may be exercised or carried out by the Procurement Administrator.
- 1.2 **(Conduct of the Procurement Process)** The Principal may conduct the Procurement Process in any manner which it sees fit, but will endeavour to do so in a manner which is consistent with this Request for Tender. The Principal may do anything which it considers to be prudent or necessary for the proper conduct of the Procurement Process, including:
- (a) **(alteration of request for Tender Documents)** amend, add to or delete any part of the Tender Documents including:
    - (i) the procedures and timeframes provided in the Request for Tender;
    - (ii) the Evaluation Criteria (including weightings);
    - (iii) the Scope of Work;
    - (iv) the Contract;
  - (b) **(suspension or termination)** suspend or terminate the Procurement Process;
  - (c) **(attendances)** request any one or more Tenderers to attend a Tender briefing, site inspection or other meeting or to make a presentation of their Tender in person at the Principal's office at no cost to the Principal;
  - (d) **(change or error in Tender Documents)** request any one or more Tenderers to change their Tender to take account of a change in the Tender Documents or any error in such documents;
  - (e) **(clarification or alteration)** request any one or more Tenderers to clarify or alter any aspect of the Tenderer's Tender;
  - (f) **(additional information)** request additional information from one or more Tenderers relating to a Tender, the Procurement Process, the Tenderer's compliance with the Conditions of Tendering or any other matter which the Principal considers relevant to its assessment (including information that should have been, but was not, included in the Tenderer's Tender);
  - (g) **(negotiation)** negotiate amendments to any aspect of a Tender with any one or more Tenderers and suspend or terminate such negotiations at any time;
- 1.3 **(Complaints in relation to the Procurement Process)** The Tenderer must make any complaint in relation to the Procurement Process or the Request for Tender immediately upon the cause of the complaint arising or upon the Tenderer becoming aware of the cause. The complaint must be made in writing to the Principal's Complaints Manager and must contain adequate detail to allow the Principal's Complaints Manager to properly investigate the complaint.
- 1.4 **(Conduct of Tenderers)** The Tenderer must not, and must ensure that its Personnel do not engage in any Improper Conduct. The Tenderer must immediately notify the Principal in the event that it becomes aware that it, or any of its Personnel have engaged in Improper Conduct.
- 1.5 **(No warranty)** The Principal gives no warranty and makes no representation that the Tender Documents or any other information provided to the Tenderer in connection with the Procurement Process is accurate, adequate or complete.

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- 1.6 **(No liability)** Neither the Principal nor its Personnel shall be liable upon any Claim for any Specified Loss in connection with the Procurement Process.

### 2. TENDER BRIEFINGS AND SITE INSPECTIONS

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- 2.1 **(Attendance)** The Tenderer **must attend any tender briefing** or a site inspection identified in the Tender Information, unless the Tender Information provides that attendance is optional.
- 2.2 **(RSVP)** The Tenderer must confirm that it intends to attend the tender briefing or site inspection to the email address and by the time and date stated in the Tender Information and may only bring a maximum of the number of Personnel noted in the Tender Information.
- 2.3 **(Safety)** The Tenderer must inform itself of risks to health and safety arising from attendance at the tender briefing or site inspection and take all reasonable steps to ensure that such risks are eliminated or, if it is not possible to eliminate them, to minimise them so far as is practicable.

### 3. COMMUNICATIONS DURING PROCUREMENT PROCESS

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- 3.1 **(Communication Method)** All communications by the Procurement Administrator to the Tenderer shall at first instance be made using the Communication Method. Except where expressly permitted by these Conditions of Tendering, all communications by the Tenderer to the Principal in connection with the Procurement Process shall at first instance be directed to the Procurement Administrator using the Communication Method. No other communication method may be utilised by the Tenderer unless expressly permitted by the Procurement Administrator or where technical difficulties prevent the Tenderer from utilising the Communication Method or the Procurement Administrator expressly agrees to an alternative method.
- 3.2 **(Tenderer's responsibility)** The Tenderer must ensure that it is capable of receiving and does receive all communications to the Tenderer in connection with the Procurement Process. Where the Communication Method is email, it is the Tenderer's responsibility to ensure that it notifies the Procurement Administrator of the correct email address for receiving communications. Where the Communication Method is through a website, the Tenderer must ensure that it is properly registered with and capable of receiving communications through the website.
- 3.3 **(Confidentiality of communications)** The Procurement Administrator may notify any or all Tenderers of a request for further information made by a Tenderer and the Procurement Administrator's response to it without identifying the submitting Tenderer or may keep a request for information confidential and respond only to the Tenderer if it considers that it is appropriate to do so.
- 3.4 **(No reliance)** The Tenderer must not rely upon any information (including information provided at a tender briefing or site inspection) unless it is confirmed by the Procurement Administrator through the Communication Method.
- 3.5 **(Communication Closing Time)** The Procurement Administrator will not respond to any request for information received after the Communication Closing Time.

### 4. THE TENDER

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- 4.1 **(Acceptance of Contract and Scope)** Except to the extent that the Tenderer has detailed a proposed alternative, amendment, qualification or departure in a Tender, the Tenderer will be taken to have unconditionally accepted and agreed to:
- (a) be bound by the terms and conditions of the Contract; and

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- (b) carry out and complete the whole of the obligations described in or to be reasonably inferred from the Tender Documents.
- 4.2 **(Price)** The Price must be submitted exclusive of GST. Where there is any discrepancy between the amount stated in the Form of Tender as the Tenderer's Price and the sum total of the items in any Price Schedule then:
- (a) if the Contract provides that it is a lump sum contract, then the sum total of the items in the Price Schedule shall be the Tenderer's Price; or
  - (b) if the Contract provides that it is a schedule of rates contract or a part lump sum and part schedule of rates contract, then the rate, price or lump sum of each item will prevail over the total shown, and the total shall be adjusted accordingly.
- 4.3 **(Tender Validity Period)** The Tenderer's Tender will remain valid and open for acceptance by the Principal until the end of the Tender Validity Period, unless the Principal consents to the Tenderer withdrawing its Tender. The Principal may request an extension of the Tender Validity Period at any time by giving written notice to the Tenderer. If the Tenderer does not agree to the requested extension then Principal may exclude the Tenderer's Tender from assessment or further assessment as the case may be.

## 5. TENDERER'S WARRANTIES AND REPRESENTATIONS

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- 5.1 **(Warranties and Representations)** By lodging a Tender, the Tenderer warrants and represents that:
- (a) **(authority)** the Tender has been signed and lodged by a person with authority to do so on behalf of the Tenderer;
  - (b) **(basis of Tender)** the Tenderer:
    - (i) has received or obtained copies of all of the Tender Documents and all information or documents referred to in the Tender Documents;
    - (ii) has not relied on the accuracy, adequacy or completeness of any documents or information provided or any representation made by or on behalf of the Principal in connection with the Procurement Process in preparing its Tender;
    - (iii) has undertaken its own enquiries and investigations to satisfy itself of:
      - A. the nature and extent of the Scope, its contractual obligations and all other risks, contingencies and other circumstances which could have an impact on its ability to carry out and complete the obligations it will have under the Contract if its tender is accepted for the Price; and
      - B. the suitability, appropriateness and adequacy of the Scope (including, in respect of contracts under which the successful tenderer is required to design works, any preliminary design included in the Scope) for the purposes stated in or to be reasonably inferred from the Scope;
  - (c) **(accuracy of Tender)** all information provided in or with the Tender is accurate;
  - (d) **(ability)** the Tenderer and its relevant Personnel:
    - (i) hold (and are compliant with all requirements of) all necessary competencies, licences (including if necessary, a licence under the *Queensland Building and Construction Commission Act 1991* (Qld)), accreditations, certifications,



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permits, clearances and other authorisations which will be required for the Tenderer to carry out its obligations under the Contract in the event that its Tender is accepted; and

- (ii) have and will maintain the necessary experience, expertise and skill to perform its obligations under the Contract in accordance with the requirements of the Contract in the event that its Tender is accepted;
  - (iii) have the resources necessary to comply with the timeframes for the performance of the Contract stated in the Tender Documents (as amended) if at all, pursuant to these Conditions of Tendering;
- (e) **(price)** the Price, and all rates, sums and prices included in the Tender allow for:
- (i) all of the risks, contingencies and other circumstances which could have an effect on the Tenderer's ability to carry out and complete the obligations it will have under the Contract if its Tender is accepted for the Price, except to the extent that the Contract expressly allows an adjustment;
  - (ii) the provision of all materials, plant, labour and other services necessary for the proper completion of the obligations it will have under the Contract if its Tender is accepted, whether or not those items are expressly mentioned in the Contract; and
  - (iii) unless the Contract expressly allows an adjustment, rise and fall in costs;
- (f) **(conduct of Tenderer)** neither the Tenderer nor any of its employees or agents has engaged in any Improper Conduct:
- (g) **(competitive neutrality)** if the Tenderer is required by law to comply with principles of competitive neutrality, the Tenderer has properly considered, assessed and complied with the applicable competitive neutrality principles in relation to the Procurement Process and the acceptance by the Principal of the Tenderer's Tender will not breach those principles;
- (h) **(notice)** the Tenderer has notified the Principal in its Tender of any:
- (i) ambiguity, inconsistency, uncertainty, error or omission which it has discovered in or from the Tender Documents;
  - (ii) any assumptions that it has made in determining its Price;
  - (iii) further information or investigations which it considers that it requires to enable it to give the warranties and make the representations in this clause 5;

and otherwise gives all warranties and makes all representations which the Contract requires to be given or made by the successful Tenderer. The Tenderer acknowledges that the Principal will rely on these warranties and representations in entering into a contract with the successful Tenderer.

## 6. LODGEMENT AND OPENING OF TENDERS

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### 6.1 **(Method of lodgement)** A Tender must be lodged:

- (a) if the Tender Box is a website, by uploading it to the Tender Box;

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- (b) if the Tender Box is an email address, by sending it as an attachment to an email to the Tender Box;
- (c) if the Tender Box is a physical address, by delivering it to the Tender Box.

The Procurement Administrator may, on request by a Tenderer, allow the Tender to be lodged by an alternative method.

6.2 **(Time of Lodgement)** A document forming part of a Tender shall be deemed to have been lodged:

- (a) where the Tender Box is a website, at the time that the document is successfully uploaded to the Tender Box, as indicated on the electronic receipt issued to the Tenderer;
- (b) where the Tender Box is an email address, at the time that an email attaching the document is successfully delivered to the Tender Box, as indicated on the email system on which the Tender Box is hosted;
- (c) where the Tender Box is a physical address, at the time that the document is physically received at the Tender Box; or
- (d) where the Tender is lodged by an alternative method allowed by the Procurement Administrator, when it is received by the Procurement Administrator by that method.

6.3 **(Tender opening)** Tenders will not be opened publicly and the Tenderer will not be permitted to attend the opening of Tenders.

## 7. ASSESSMENT OF TENDER

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7.1 **(Evaluation Criteria)** In determining which Tender is most advantageous to the Principal, each Tender evaluated in accordance with these Conditions of Tendering will be assessed, but not necessarily exclusively, against the Evaluation Criteria.

7.2 **(Considerations)** In assessing Tenders, the Principal may consider any information which the Principal reasonably considers to be relevant to its assessment (however obtained), including:

- (a) information contained in the Tender or any amendment to or clarification of a Tender
- (b) information provided at a meeting with or presentation by the Tenderer;
- (c) outcomes from discussions with Tenderer's referees (if any);
- (d) information obtained pursuant to clause 7.5;
- (e) the Tenderer's past performance under other contracts with the Principal or third parties; and
- (f) the reasonably held subjective opinions of the persons appointed by the Principal to evaluate Tenders or any advisor to such persons.

7.3 **(Uncertainties)** The Principal may ignore any part of a Tender which is ambiguous, uncertain, unclear or illegible without seeking clarification from the Tenderer and may assess the balance of the Tender.

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- 7.4 **(Right to exclude)** The Principal may, but shall not be obliged to, reject or exclude from assessment any Tender including:
- (a) a Non-conforming Tender, an Alternative Tender or a Late Tender;
  - (b) a Tender, in respect of which the Principal reasonably believes that:
    - (i) the Tenderer has failed to comply with these Conditions of Tendering or any request made by or on behalf of the Principal pursuant to them within the time required;
    - (ii) the Tenderer has breached a warranty given or representation made pursuant to these Conditions of Tendering or that a warranty, declaration or representation in the Tenderer's Tender is false or misleading in any material respect;
    - (iii) the Tenderer cannot reasonably comply with the obligations which it will have under the Contract (in the event that its Tender is successful) for the tendered Price;
  - (c) a Tender which fails to achieve a satisfactory score against any of the Evaluation Criteria, even if the overall score of the Tender is satisfactory;
- 7.5 **(Other information or assistance)** The Principal may undertake its own investigations, or engage third parties to do so on its behalf, in relation to any aspect of a Tender (including verifying any warranty, representation or declaration made or given in the Tender or pursuant to these Conditions of Tendering) or any other matter which it considers relevant to the conduct of the Procurement Process. The Tenderer must cooperate with such investigations and provide all information and assistance reasonably requested by or on behalf of the Principal in connection with the investigation.

## 8. ACCEPTANCE OF TENDERS

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- 8.1 **(Ability to accept)** The Principal is not bound to accept the Tender with the lowest Price or the Tender with the highest score against the Evaluation Criteria, or any Tender. The Principal will, if it accepts a Tender, accept the Tender which it reasonably believes is the most advantageous to it having regard to the Sound Contracting Principles to the extent that they are applicable and relevant to the request for Procurement Process.
- 8.2 **(Local Preference)** The Principal may accept a Tender lodged by a Local Supplier in preference to comparable Tenders from Non-Local Suppliers even if the Tenders from the Non-Local Suppliers have been assessed as more favourable in terms of one or more Evaluation Criteria, so long as the overall differences are not substantial, and so long as it is clear that the Local Supplier can meet the Principal's requirements at an acceptable standard which is generally comparable to that of the Non-Local Suppliers.
- 8.3 **(No contract until formal acceptance)** No binding contract for the provision of any work, services and/or goods by the Tenderer will exist between the parties unless and until the Principal expressly advises the Tenderer in writing that the Tenderer's Tender (as amended by any post-Tender negotiation, if any) is accepted.
- 8.4 **(Form of Contract)** If a Tender is accepted, the successful Tenderer will be required to enter into a contract in the form of the Contract, as amended by agreement between the parties.
- 8.5 **(Unsuccessful Tenderers)** Unsuccessful Tenderers will be notified after a Tender has been accepted. The Principal may, at its discretion, notify unsuccessful Tenderers of the name of, and Price submitted by, the successful Tenderer. The Principal may provide feedback to

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unsuccessful Tenderers if requested to do so, but such feedback may be general in nature and will be limited to the Tenderer's Tender only.

### 9. DOCUMENTS AND INFORMATION

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- 9.1 **(Ownership)** The Tender Documents remain the property of the Principal. The Tender will become the property of the Principal upon lodgement.
- 9.2 **(Intellectual Property Rights)** Intellectual Property Rights in documents and information provided on behalf of a party in connection with the Procurement Process remain, as between the parties, with the party on whose behalf they were provided. The Principal and the Tenderer grant each other a perpetual, non-exclusive, royalty free licence to do the things contemplated by clause 9.6. The licence so granted by the Tenderer is irrevocable. The licence granted by the Principal may be revoked at any time on the giving of written notice.
- 9.3 The Tenderer warrants and represents that:
- (a) it owns or has a right to use the Intellectual Property Rights in its Tender for the purpose of lodging a Tender and undertaking the obligations which it will have under a contract with the Principal in the events that the Tenderer's Tender is accepted;
  - (b) it has the right and authority to grant the licence in this clause 9.2 and the Principal's exercise of the rights so granted will not infringe the Intellectual Property Rights of a third party.
- 9.4 **(Information Privacy Act)** If the Tenderer collects or has access to 'Personal Information' as that term is defined in the *Information Privacy Act 2009* (Qld) in connection with the Procurement Process, the Tenderer must comply with Parts 1 and 3 of Chapter 2 of that Act in as if the Tenderer was the Principal.
- 9.5 **(Confidentiality)** Except to the extent otherwise provided in these Conditions of Tendering, each party shall keep confidential the documents and information provided by the other party in connection with the Procurement Process which are of their nature confidential. The Tenderer must inform each of its Personnel and any other person to whom confidential information of the Principal is disclosed of the Tenderer's obligations under this clause 9.5. Subject clause 9.6(b), the Tenderer must return any copies of any documentation provided by or on behalf of the Principal to the Tenderer in connection with the Procurement Process when requested to do so by the Principal.
- 9.6 **(Use of documents and information)** Documents and information provided on behalf of a party to the other party in connection with the Procurement Process (including, if the Tenderer's Tender is accepted, information relating to the Tenderer's Price) may be used, copied, modified or disclosed as required by any law and otherwise:
- (a) by the Principal, as the Principal considers to be reasonably necessary to properly conduct the Procurement Process, to exercise the rights granted to it in these Conditions of Tendering and/or to properly carry out its functions as a local government authority;
  - (b) by the Tenderer, as is reasonably necessary to enable the Tenderer to:
    - (i) prepare the Tender;
    - (ii) obtain legal, accounting or other professional advice in connection with the Tender;
    - (iii) comply with the Tenderer's corporate governance requirements.

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If the Tenderer is required by law to disclose confidential information of the Principal, the Tenderer must notify the Principal of this prior to making such disclosure and must only disclose the minimum amount of information required to meet its obligation to disclose.

- 9.7 **(Media)** The Tenderer must not, either on its own account or in conjunction with other parties, issue any publication, advertisement, document, article or information whether verbal or written, in connection with the Procurement Process in any media without the prior approval of the Principal.

## 10. DEFINITIONS

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10.1 **(Definitions)** In these Conditions of Tendering, unless the context otherwise requires:

- (a) **Alternative Tender** means a Tender which is otherwise a Conforming Tender but which in the opinion of the Principal, contains significant alternatives, qualifications or amendments to or departures from the Contract or the Scope;
- (b) **Business Day** means a day that is not a Saturday, Sunday or public holiday at the Site;
- (c) **Claim** includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including at law (including a breach of an express or implied term of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by law, pursuant to any other principle of law, in connection with the Procurement Process;
- (d) **Communication Closing Time** means the time identified as such in the Tender Information;
- (e) **Communication Method** means the communication method nominated in the Tender Information;
- (f) **Complaints Manager** means the person identified as such in the Tender Information;
- (g) **Conditions of Tendering** means the conditions of tendering contained in this Part 3 – Conditions of Tendering of the Request for Tender;
- (h) **Conforming Tender** means a Tender which, in the opinion of the Principal:
  - (i) is substantially in the form and contains substantially all of the information and documentation required by the Response Schedules;
  - (ii) is substantially in accordance with the Tender Format;
  - (iii) does not substantially exceed the Maximum Page Limit (if any); and
  - (iv) contains no significant alternatives, qualifications or amendments to or departures from the Contract or the Scope;
- (i) **Contract** means a contract which may be entered into between the Principal and a Tenderer pursuant to the Procurement Process, and which will be in the form contained in Part 4 – the Contract, as amended (if at all) by the express written agreement of the Principal;
- (j) **Councillor** has the same meaning as in the *Local Government Act 2009* (Qld);
- (k) **Evaluation Criteria** means the evaluation criteria set out in the Tender Information;

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- (l) **Form of Tender** means the form of that name included in the Response Schedules;
- (m) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (n) **Improper Conduct** means:
  - (i) engaging in any activity or obtaining any interest which results in or is likely to result in any actual, potential or perceived conflict between the interests of the Tenderer and the Tenderer's obligations to the Principal in connection with the Procurement Process;
  - (ii) engaging in misleading or deceptive conduct in connection with the Procurement Process;
  - (iii) engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the Procurement Process;
  - (iv) canvassing, attempting to improperly influence, offering any inducement to or accepting or inviting improper assistance from any Councillor or other Personnel (or former Personnel) of the Principal in connection with the Procurement Process;
  - (v) using any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the Tenderer's Tender;
  - (vi) breaching any law in connection with the Procurement Process; or
  - (vii) engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence;
- (o) **Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (p) **Late Tender** means any Tender that is not received in the Tender Box (or otherwise received by the Principal by an alternative method permitted under the Conditions of Tendering) by the Tender Closing Time;
- (q) **Local Supplier**:
  - (i) where the Principal's procurement policy provides a meaning of local supplier, has the meaning given in the Principal's procurement policy, a copy of which can be obtained from the Principal upon request; or
  - (ii) where the Principal does not have a procurement policy, or the procurement policy does not provide a meaning of local supplier, means a supplier that:
    - A. is beneficially owned and operated by persons who are residents or ratepayers of the local government area of the Principal as determined under the *Local Government Regulation 2012* (Qld); or
    - B. has its principal place of business within that local government area; or

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- C. otherwise has a place of business within that local government area that solely or primarily employs persons who are residents or ratepayers of that local government area.
- (r) **Maximum Page Limit** means the maximum number of pages which may be lodged as, with or in relation to the Tender (including, unless otherwise indicated all attachments, annexures, supplements, parts, schedules or appendices), as stated in the Tender Information;
- (s) **Non-Conforming Tender** means a Tender which is not a Conforming Tender or an Alternative Tender;
- (t) **Non-Local Supplier** means a supplier (including a Tenderer) that is not a Local Supplier;
- (u) **Personnel** includes the officers, employees, agents, representatives, contractors and consultants of a party and any other person or entity for whom that party is vicariously liable;
- (v) **Preamble** means Part 1 – Preamble;
- (w) **Price** means the price shown in the Tender;
- (x) **Price Schedule** means a Response Schedule which provides a breakdown of the price, and which may include rates, lump sums, prices, provisional sums, estimated quantities and other information;
- (y) **Principal** means the party identified as such in the Tender Information;
- (z) **Procurement Administrator** means the person identified as such in the Tender Information;
- (aa) **Procurement Process** means the process by which the Principal intends to, or does, invite, assess and where applicable, accept or reject Tenders, an indicative outline of which is included in the proposed timetable in the Tender Information;
- (bb) **Response Schedules** means the schedules in Part 6 – Response Schedules which are to be lodged in accordance with the Tender Documents, including the Form of Tender;
- (cc) **Request for Tender** means this request for tender (including Parts 1 to 6) and all documents included in or incorporated by reference into it;
- (dd) **Scope** means Part 5 – Scope of the Tender Documents and all documents incorporated into it (whether physically or by reference), and includes any amendments provided for in a Tender Addendum;
- (ee) **Site** means the site or sites identified in the Tender Information;
- (ff) **Sound Contracting Principles** has the meaning given in section 104(3) of the *Local Government Act 2009* (Qld);
- (gg) **Specified Loss** means:
- (i) any loss or anticipated loss of profit, income, revenue, saving, production; business, contract or opportunity; increase in financing or operating costs;

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liability for loss or damage suffered by third parties; legal costs (on a solicitor and client basis); fines levied; loss of reputation or embarrassment and the cost of abating or reducing such; any other financial or economic loss; and

- (ii) any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraph, howsoever arising;
- (hh) **Tender** means the tender lodged by a Tenderer in response to this Request for Tender and includes all documents and information lodged with or as part of the tender;
- (ii) **Tender Addendum** means any communication issued to Tenderers in accordance with these Conditions of Tendering which is identified as a Tender Addendum;
- (jj) **Tender Box** means the website, email address or physical location identified as the Tender Box in the Tender Information;
- (kk) **Tender Closing Time** means the closing time detailed in the Tender Information as varied (if at all) pursuant to these Conditions of Tendering;
- (ll) **Tender Documents** means:
  - (i) this Request for Tender; and
  - (ii) any Tender Addenda issued pursuant to these Conditions of Tendering,and includes all documents included in or incorporated by reference into these documents;
- (mm) **Tender Format** means the format described in the Tender Information;
- (nn) **Tender Information** means the information contained in Part 2 – Tender Information of this Request for Tender;
- (oo) **Tender Validity Period** means the period of time identified as such in the Tender Information as extended (if at all) pursuant to clause 4.3;
- (pp) **Tenderer** means:
  - (i) any person who lodges a Tender; and
  - (ii) to the extent to which the term can apply to any other person who obtains a copy of any of the Tender Documents during the Procurement Process, also includes such other persons;

and words or terms not defined in these Conditions of Tendering but defined in the Contract have the same meaning as in the Contract, except where the context otherwise requires.

### 11. GENERAL PROVISIONS

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- 11.1 **(Interpretation of Tender Documents)** The Tender Documents must be read and construed together and are intended to be mutually explanatory.
- 11.2 **(Joint and several obligations)** An obligation of two or more parties binds them jointly and each of them severally and an obligation incurred in favour of two or more parties is enforceable by them severally.



## Part 3 – Conditions of Tendering

- 11.3 **(Headings)** Clause headings are for reference purposes only and must not be used in interpretation.
- 11.4 **(No limitation)** The words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.
- 11.5 **(Grammatical Forms)** Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning. Words importing the singular number include the plural number and words importing the plural number include the singular number.
- 11.6 **(Time)** References to time are to local time in Queensland. Where time is to be reckoned from a day or event, the day or the day of the event must be excluded. If any time period specified in the Tender Documents expires on a day which is not a Business Day, the period will expire at the end of the next Business Day.
- 11.7 **(Discretion)** Unless expressly provided otherwise:
- (a) any right of the Principal pursuant to these Conditions of Tendering may be exercised; and
  - (b) any consent of the Principal required under these Conditions of Tendering may be given, withheld or given subject to conditions,
- in the absolute discretion of the Principal without giving reasons and without reference to the Tenderer unless, and then only to the extent that the Conditions of Tendering provide otherwise.
- 11.8 **(Law)** A reference to 'law' includes:
- (a) legislation (including subordinate legislation), local laws, by-laws, orders, ordinances, awards, requirements and proclamations of a local government authority, the State of Queensland, the Commonwealth or other Authority having jurisdiction and any related fees and charges; and
  - (b) certificates, licenses, accreditations, clearances, authorisations, approvals, consents, and permits and any related fees and charges,
- which are applicable to the Tender Documents, the Procurement Process or the Contract or which are otherwise in force at any place where an obligation under the Contract is to be carried out.
- 11.9 **(Governing Law)** The Request for Tender and Procurement Process are governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland. The Principal and the Tenderer submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.
- 11.10 **(Contra proferentem)** The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.
- 11.11 **(Rights Cumulative)** The rights and remedies of the Principal and the Tenderer provided in the Conditions of Tendering are cumulative on each other and on any rights or remedies conferred at law or in equity.
- 11.12 **(Severance)** If a provision of the Conditions of Tendering is void or unenforceable it must be severed and the provisions that are not void or unenforceable are unaffected by the severance.

### Part 3 – Conditions of Tendering

11.13 **(No waiver)** No waiver by the Principal of a provision of these Conditions of Tendering is binding unless made in writing.

11.14 **(Other references)** A reference to:

- (a) a person includes any other legal entity and a reference to a legal entity includes a person;
- (b) the Tenderer or the Principal includes their respective heirs, executors, successors and permitted assigns;
- (c) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes email and facsimile;
- (d) a monetary amount is a reference to an Australian currency amount; and
- (e) a measurement or quantity is a reference to an Australian legal unit of measurement as defined under the *National Measurement Act 1960* (Cth).

Part 4 – Contract

**Northern and Central Queensland Monsoon and Flooding January 2023 disaster recovery Works consist of the following treatment types. (refer attachment Annexure E)**

Asphalt surfacing

Bitumen spray sealing

Bulk excavate surplus material to spoil and/or remove from site

Bulk filling

Mixed debris Clearing and remove from site

Desilt drainage structures.

Foamed bitumen stabilisation

Gravel Resheeting

Gravel/material supplying

Light / Medium / Heavy formation grading

Heavy shoulder grading

In-situ stabilisation

Patch repairs

Pothole repairs

Reinforced concrete reconstruction

Unbound granular base reconstruction

Unbound granular pavement reconstruction

Unsealed shoulder reconstruction

Excavation, repairing and reinstating of drainage structures

Road signage repairing

Repairing with flowable concrete

Concrete pipes replacing

Guide posts or markers replacing

Head/end walls replacing

Sign replacing (complete)

Reshaping of table drains

Stone Pitching Repair

Rock protection



# SCOPE

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Northern and Central Queensland Monsoon and Flooding  
January 2023

CONTRACT NO: ESC2023-002  
ESC.0033.2223G.REC

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## 1. INTERPRETATION AND DEFINITIONS

1.1 **(Documents comprising this Scope)** The Scope comprises the following documents:

- (a) Etherdige Shire Council detailed maps;
- (b) Full treatment meanings as required under QRA legislation with inclusion of DTMR and FNQROC specifications.
- (c) Contractor requirements- inclusions, camp, plant, Mobilisation, Water sourcing, Gravel Supply, quality and conformance.
- (d) Tender schedule/BOQ
- (e) ESC- Local content wet hire contact list **Schedule J**

1.2 **(Precedence)** If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1, then the document which contains the higher standard or more onerous obligation will prevail. If that does not resolve the ambiguity, inconsistency, conflict or discrepancy then the documents will take precedence in the order set out in clause 1.1 with the document listed at clause 1.1(a) being the highest in the order.

1.3 **(Definitions)** In this Scope:

- (a) **Treatments** means Queensland Recovery Authority acceptable treatment guide with inclusion of DTMR specifications as required.
- (b) **Zones** means Etherdige Shire Council work area for the contractor to carry out works in accordance to submission Start X and Y to end X and Y; *(Refer to maps attached)*

## 1. TERM

---

1.1 **(Term)** Subject to the Contract, the rights and obligations of the Parties under this Contract commence on October 23 2023 and expire on November 29 2024.

1.2 **(Extension of Term)** The Principal may, in its absolute discretion, extend the End Date by 30 days on the same terms as this Contract, by giving written notice to this effect to the Supplier at any time prior to the End Date.

## 2. APPROVALS AND OTHER LAW

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2.1 **(Definitions)** In this clause:

- (a) **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges; and
- (b) **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality or any other person having jurisdiction.

2.2 **(Identifying, obtaining and maintaining Approvals)** The Supplier must identify and notify the Principal of all Approvals which are necessary for the proper performance of the Services (other than Approvals which the principal has advised the Supplier it has already obtained). The Supplier must obtain and maintain all such Approvals until all of the Supplier's other obligations under the Contract are complete. The cost of obtaining and maintaining all such Approvals shall be borne by the Supplier.

## Scope

- 2.3 **(Compliance)** The Supplier must and must ensure that its Personnel comply with all Approvals and other law which are in anyway applicable to the Services, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.
- 2.4 **(Obtaining or granting of Approvals by Principal)** The Principal gives no warranty and makes no representation that:
- (a) it will be able to obtain, or obtain within any particular time; or
  - (b) where the principal is the relevant Authority, that it will grant,
- any Approval required for the Supplier to perform the Services.
- 2.5 **(No fetter)** Nothing in the Contract shall be taken to fetter the power, rights or authority of the principal as the sublessor under the *Land Act 1994 (Qld)* or an Authority under the *Local Government Act 2009 (Qld)*, the *Local Government Regulation 2012 (Qld)* or any other law.

### 3. SERVICE LEVELS

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- 3.1 **(Service Levels)** The Principal will review the performance of the Supplier against the following Service Levels at the times stated below, and otherwise on the giving of reasonable notice. The principal may direct the Supplier to provide a written explanation for its performance against any Service Level.

Service Level	Requirement	Review Period
Delivery of program accepted by superintendent	As per contractor program supplied at time of tender award	Reviewed at progress meetings held monthly.
Delivery of scope of works	In accordance with scope "long form" of each treatment type.	Review at dialy inspections with Superintendent Representative
Quality of works	In accordance with FNQROC and MRTS Specifacations	Review at dialy inspections with Superintendent Representative and superintenant site visits.

## 4. LATE COMPLETION

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- 4.1 **(Liquidated damages)** If the Goods or any part of the Goods is not Delivered to the Delivery Place by the Delivery Time or the Supplier does not reach Completion by the Completion Time (as extended, if at all, by the Principal) then the Supplier shall be indebted to the Principal for liquidated damages at a rate of \$3000.00 for each calendar day from the Delivery Time until the date on which the Goods are Delivered or from the Completion Time to the time at which Completion is reached, up to a limit of \$30,000.00. The principal shall be entitled to deduct liquidated damages from payments to the Supplier and recover any balance as a debt due and owing. If the Principal's entitlement to liquidated damages is found to be void or otherwise unenforceable, the principal shall be entitled to recover general damages.
- 4.2 **(Force Majeure)** Notwithstanding clause 4.1, the Supplier shall not be liable to pay liquidated damages if:
- (a) the principal's entitlement to liquidated damages arises solely as a result of Force Majeure; and
  - (b) the Supplier has given a notice of the Force Majeure in accordance with the General Conditions.

## 5. BIOSECURITY MANAGEMENT

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- 5.1 **(Definitions)** In this clause:
- (a) a **biosecurity risk** is the risk that exists when dealing with:
    - (i) any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or
    - (ii) something that could carry a pest, disease or contaminant (e.g., animals, plants, soil, equipment and water—known as 'carriers').
  - (b) a **potential biosecurity risk** is a risk that does not currently occur at the Site, but which has the capacity to occur at the Site. It may be present but not visible or may be introduced during the performance of the Supplier's obligations. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import or export of soils.
  - (c) a **known biosecurity risk** is a risk that is currently recorded within the footprint or proximity of the Site which is:
    - (i) identified within biosecurity plans or programs active for the area.
    - (ii) identified during the performance of the Supplier's obligations; or
    - (iii) otherwise identified by the principal.
- 5.2 **(Preparation of plan)** The Supplier shall prepare a biosecurity risk management plan (**BRMP**) to ensure reasonable and practical steps are taken to address biosecurity risks and that the Supplier meets its general biosecurity obligation (as that term is used in the *Biosecurity Act 2014* (Qld)). The primary purpose of the BRMP is to address both potential risks and known biosecurity risks.
- 5.3 **(Training)** The Supplier shall ensure that all relevant Personnel are trained to be aware of biosecurity risks.
- 5.4 **(Notice of breach or risk)** If at any time during the performance of the Supplier's obligations a breach of the BRMP or a significant biosecurity risk is identified, then the Supplier must immediately contact the principal for direction.



# Scope

## 6. TREATMENTS

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6.1 Refer to Appendix A (Treatment. ESC Flood)

## 7. CAMPS

7.1 Camp location is to be nominated by Council Superintendent

7.2 Construction of septic and other infrastructure insitu post demobilisation to remain in place.

7.3 Camps supplied by Contractor to be fully self-contained and managed by contractor.

7.4 All sites to be left in tidy manner, rubbish to be managed by contractor and ALL disposal of materials in accordance with ESC guidelines.

## 8. WATER SUPPLY FOR CONSTRUCTION WORKS

8.1 To be sourced by Contractor and landholder agreement in place and supplied for records to ESC Superintendent Representative, 2 weeks Prior to water taken for construction.

8.2 **No water takes from Charleston dam source.**

## 9. GRAVEL SUPPLY FOR CONSTRUCTION WORKS

9.1 Contractor sourced from local ridge gravel pits as identified in annexure D, ~~alternatively from commercial quarries.~~ (Unless directed by Superintendent). Quantity records kept and supplied for records, supplied to ESC superintendent Representative.

Principle supply - Forsyth dump road (stockpile site A), and Cobbold Gorge /Robinhood road intersection (stockpile site B)

## 10. QUALITY AND CONFORMANCE

10.1 Contractor to supply firmware for Superintendent to load software (handheld tablet or equivalent Samsung preferred)

10.2 Superintendent / representative to supply/load and train contractor/s on usage of Fulcrum App.

10.3 Contractor to report daily completion of works to Superintendent representative with submission of itps and load sheets and water take record to be supplied every 3 days.

10.4 48hrs notice to superintendent representative on hold and witness points.

10.5 Setout of works- Contractor and superintendent representative, *(itp confirmation- scope of works in App)*

## 11. ETHERIDGE SHIRE COUNCIL WORK MAPS

11.1 refer to Appendix D (see attached)

## 12. TENDER SCHEDULE/BOQ

12.1 Refer to Appendix C (see attached)

## 13. LOCAL CONTENT AND EXPEDITURE

13.1 Contractor to demonstrate local content, report to be submitted with Monthly claims.

## Scope

13.2 Contractor to demonstrate use of Etheridge Shire Council wet hire local for WUC.

**REF: Schedule J**

### 14 **TREATMENT TERMS – LONG FORM**

14.1 Refer to Schedule D (see attached)

### 15 **CREW DEFINITIONS**

15.1 **Miscellaneous Crew** – Stabilising-includes insitu works, concrete and precast works, stone pitching, road signage, Flowable concrete works, drainage, including structures / debris / desilt cleaning and removal from site works, rock protection works, bulk excavate works and removal from site, asphalt surfacing, pothole repairs.

15.2 **Road Grading Crew** – Road surface works including shoulder repairs and reconstruction works, heavy and medium formation grading, gravel resheeting and incorporation of materials.

15.3 **Transport Crew-** bulk fill import, gravel resheeting, Gravel / material supply

### 16 **PROGRAM OF WORKS**

16.1 Program to be submitted with tender application (*ESC council have the right to request pretender meeting with supplier to evaluate program of works*)

16.2 Program to be supplied with All Miscellaneous works to be **completed in full** at commencement of works upon successful award.

16.2 (a) Tender to show on Program that both miscellaneous crew and road grading crew commence at same time at indicated schedule of works, ALL treatments to be completed on each road before commencing new roads in program. (*This applies Zone to Zone*)

16.3 Tenderer has the right to resubmit a revised program up to 14 days after a pretender meeting with Superintendent or Representative.

16.4 Program of works to reflect delivery from furthest chainage length to shortest where possible.

### 17 **FATGUE MANMAGMENT**

17.1 It is the responsibility of the contractor to supply fatigue management system to the principle for review and acceptance.

### 18 **HAUL ROADS**

18.1 Haul roads are the responsibility of the contractor to maintain the roads running surface while carting and NO carting of materials are to be carted during wet weather and roads completed and damaged during wet is the responsibility of the contractor to repair / maintain and bring back to pre-execution or works condition.

18.2 Council will NOT approve carting of materials between the hrs of 6pm and 6am during delivery of works, should a complaint or witness of actions by contractor carting will result in a non-conformance being issued by the superintendent.

### 19 **Council Preferred Delivery roads order**

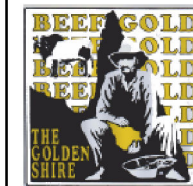
#### **Road Name**

Wirra Wirra Road










Sirron Road

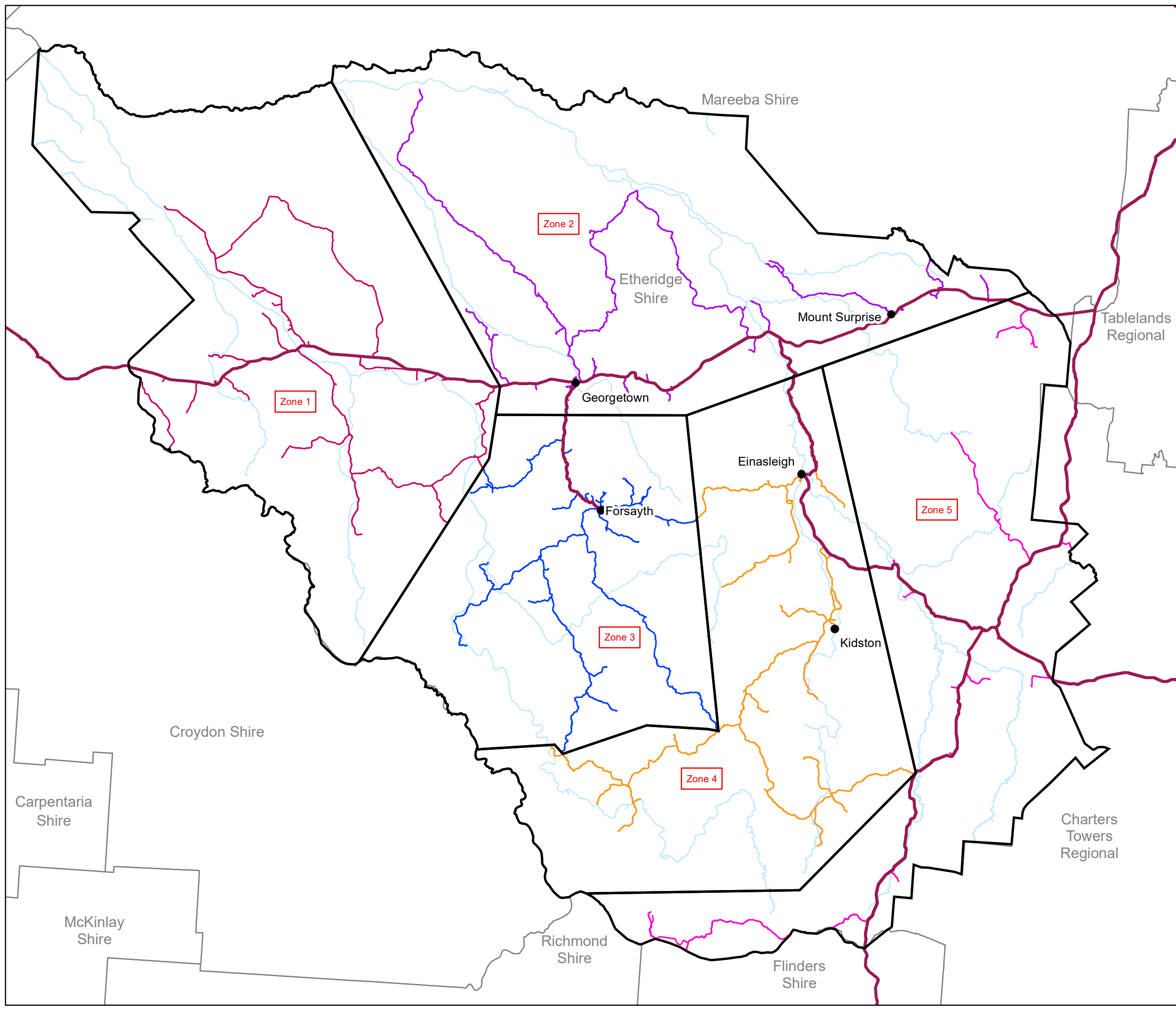
## Scope

Sirron Station Road  
Mount Talbot Road  
Curralle Road  
Curralle Station Road  
Charleston Cemetery Road  
Goldsmith Road  
Big Reef Dam Road West  
Big Reef Dam Road East  
Percyvale Station Road  
Robin Hood Road  
Old Robinhood Road  
Agate Creek Road  
South Head Road  
North Head Road  
Townley Road  
Howlong Station Road  
Cobbold Gorge Road  
Long Gully Road  
Einasleigh Road  
Fossicking Tours access  
Dells Hole Road  
Charleston Dam Access Road  
Flat Creek Road  
Western Creek Road  
Lornevale Road



**Legend**

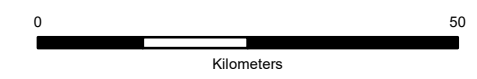
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-  Zone 1
-  Zone 2
-  Zone 3
-  Zone 4
-  Zone 5
-  River
-  Flood Zone
-  Local Government Area



**Etheridge Shire Council Flood Zone Overview - Shire**

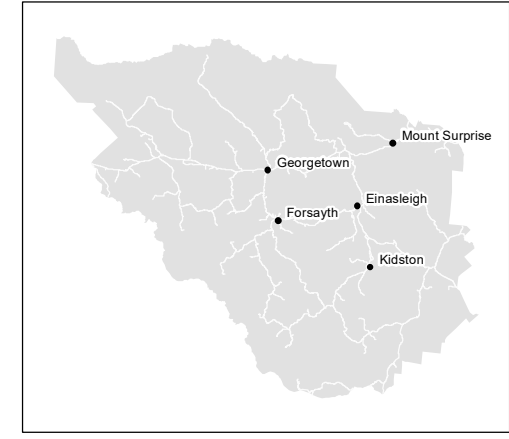


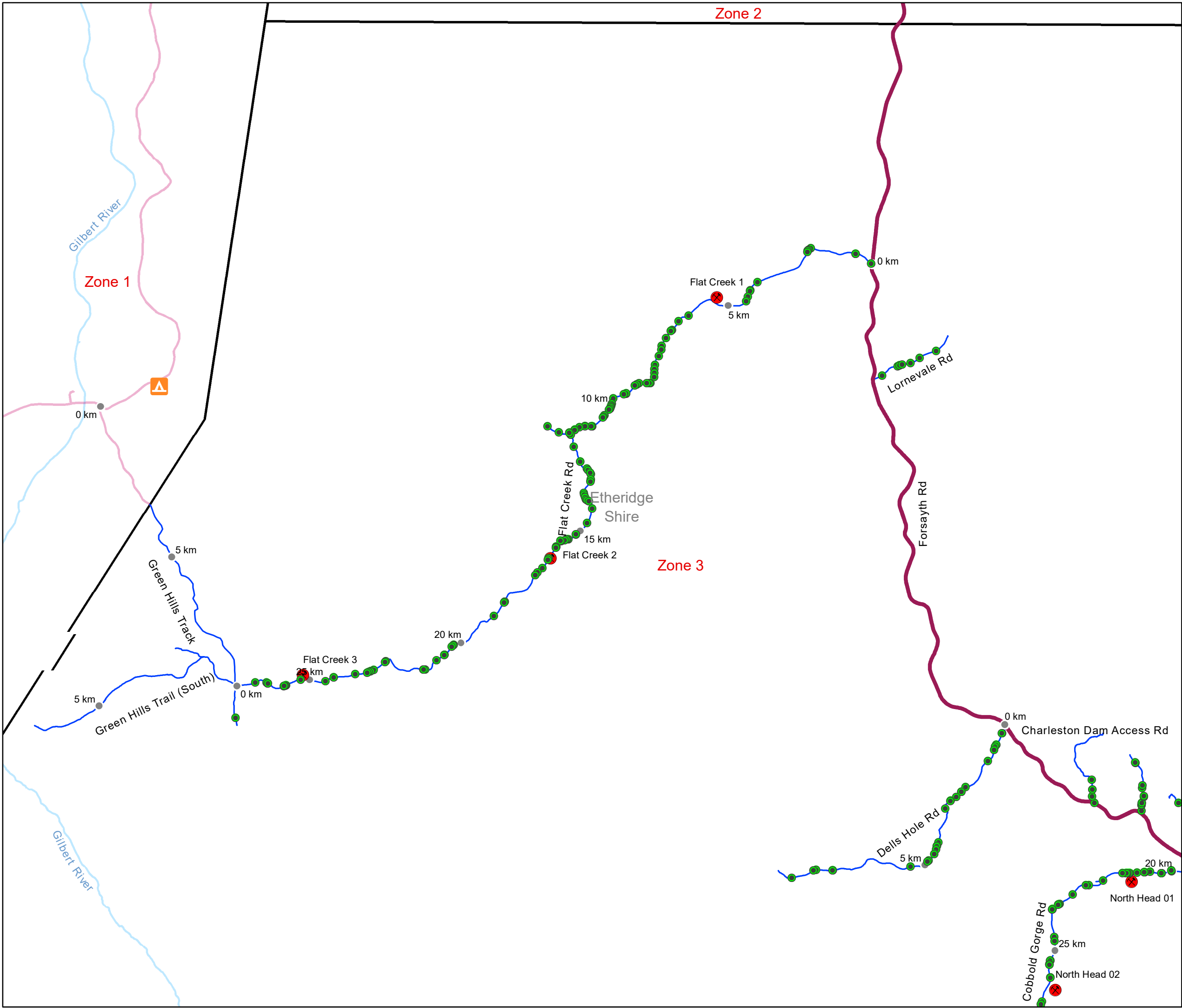
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**Map Location**





**Legend**

- Camp Location
- Treatment Location
- Gravel Pit Location
- Chainage (5km)
- TMR Road
- Zone 3
- River
- Flood Zone
- Local Government Area

**Etheridge Shire Council Flood Zone 2023  
Flood Zone 3 - Page 1**

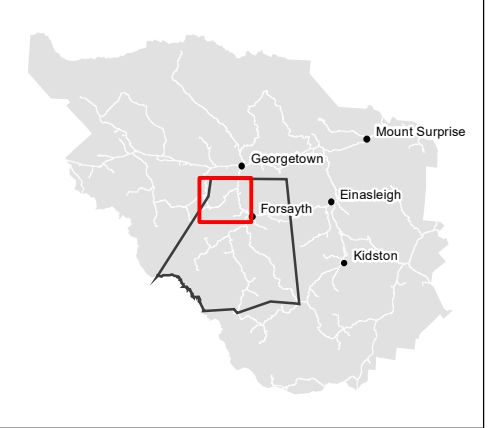


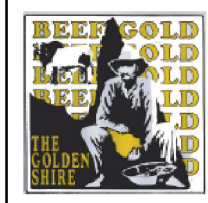
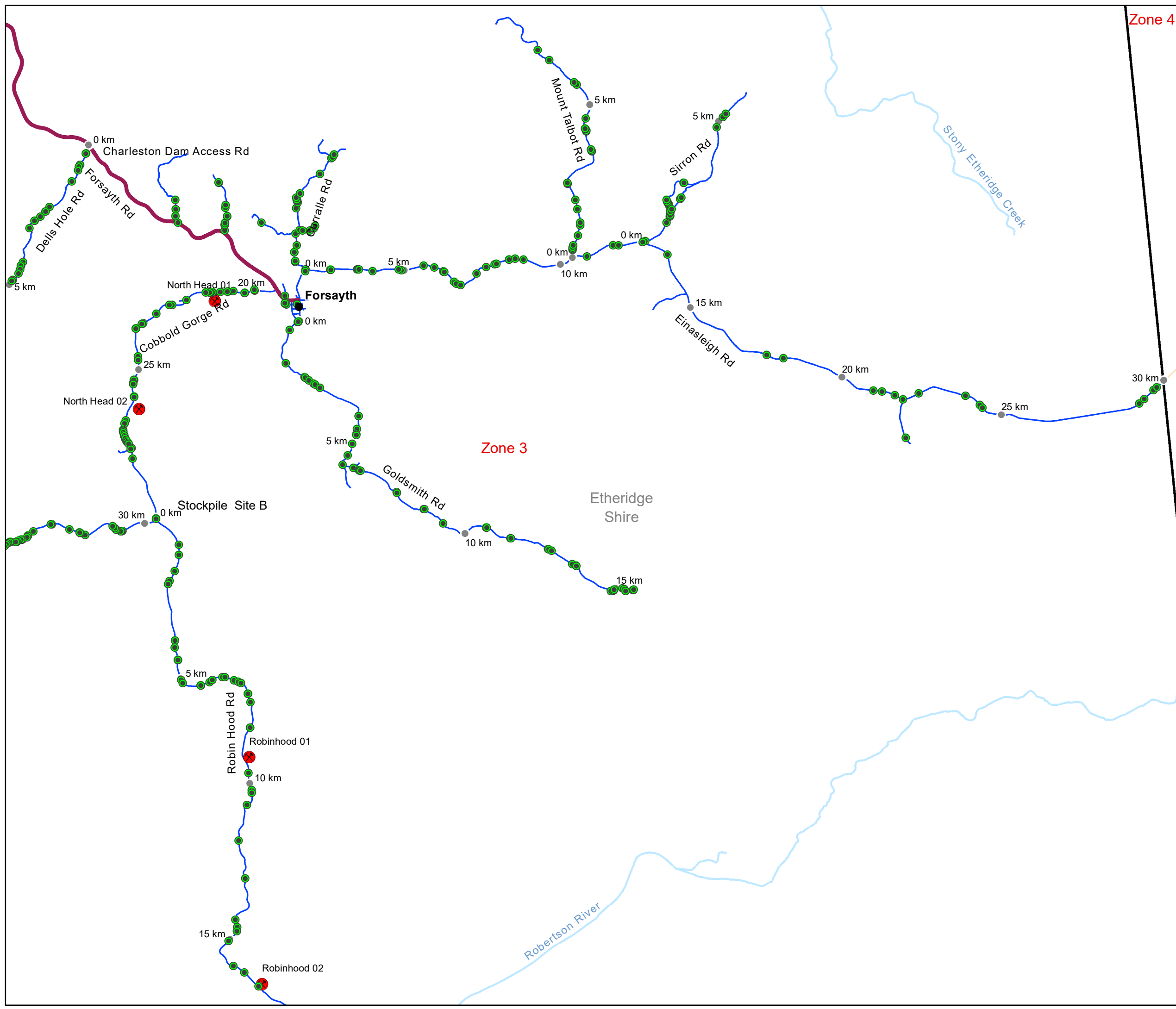
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**Map Location**





**Legend**

-  Camp Location
-  Treatment Location
-  Gravel Pit Location
-  Chainage (5km)
-  TMR Road
-  Zone 3
-  River
-  Flood Zone
-  Local Government Area

**Etheridge Shire Council Flood Zone 2023  
Flood Zone 3 - Page 2**

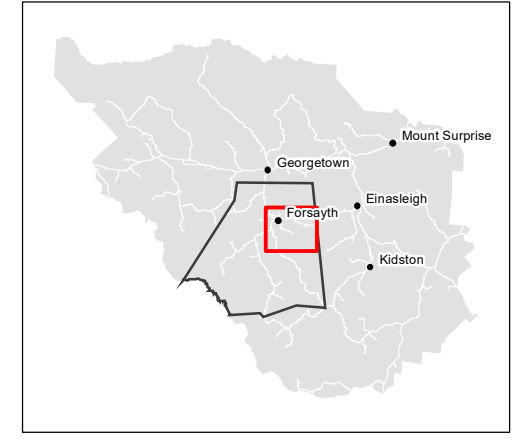


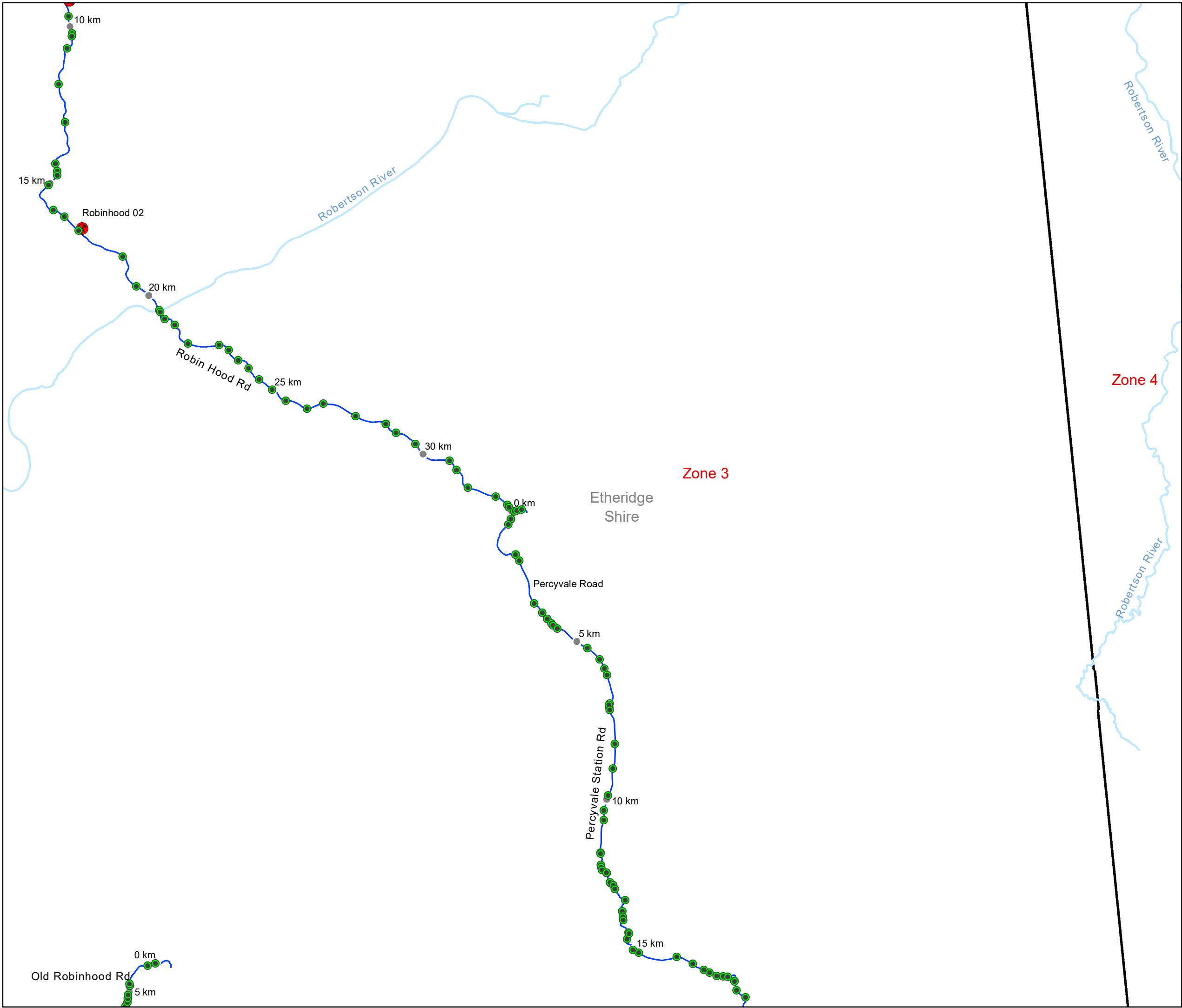
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**Map Location**





**Legend**

-  Camp Location
-  Treatment Location
-  Gravel Pit Location
-  Chainage (5km)
-  TMR Road
-  Zone 3
-  River
-  Flood Zone
-  Local Government Area

**Etheridge Shire Council Flood Zone 2023  
Flood Zone 3 - Page 3**



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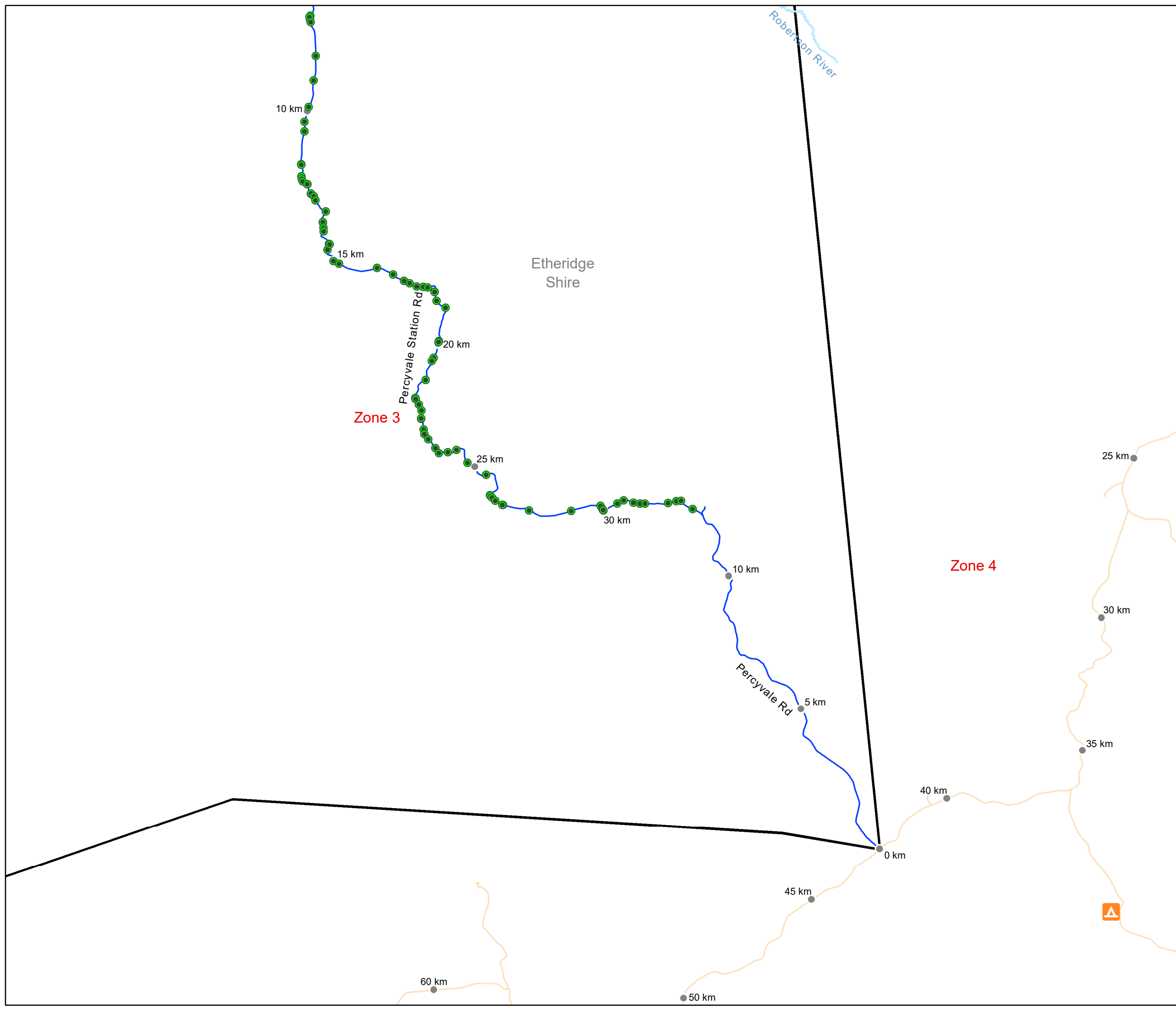
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**Legend**

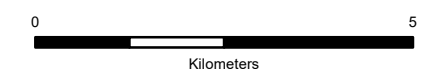
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-  Treatment Location
-  Gravel Pit Location
-  Chainage (5km)
-  TMR Road
-  Zone 3
-  River
-  Flood Zone
-  Local Government Area



**Etheridge Shire Council Flood Zone 2023  
Flood Zone 3 - Page 4**

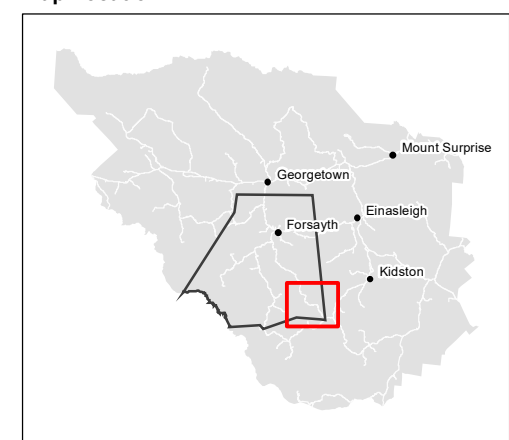


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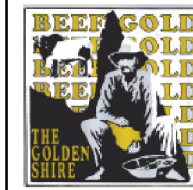
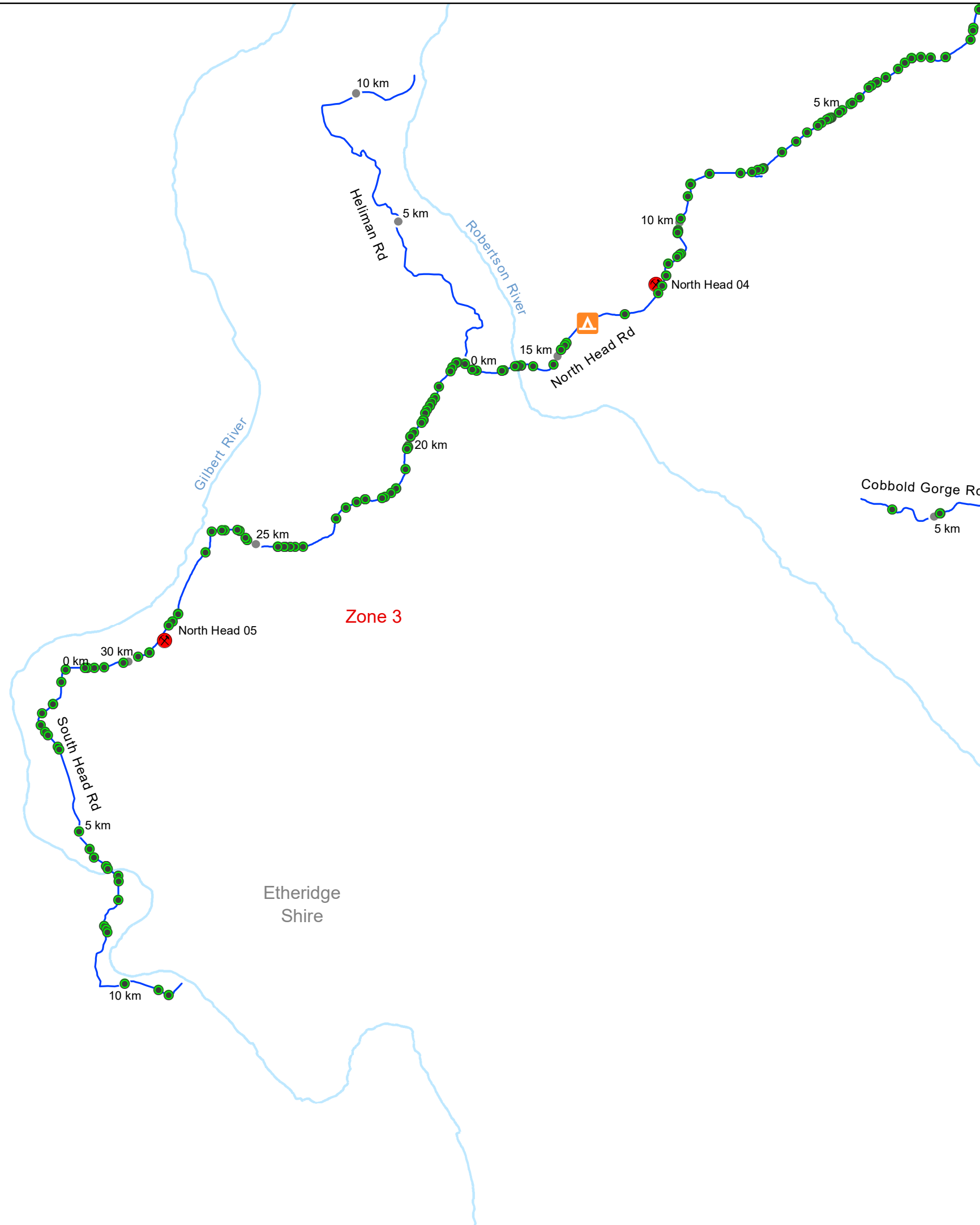
**Map Location**
















Zone 1



**Legend**

-  Camp Location
-  Treatment Location
-  Gravel Pit Location
-  Chainage (5km)
-  TMR Road
-  Zone 3
-  River
-  Flood Zone
-  Local Government Area

Etheridge Shire Council Flood Zone 2023  
Flood Zone 3 - Page 6

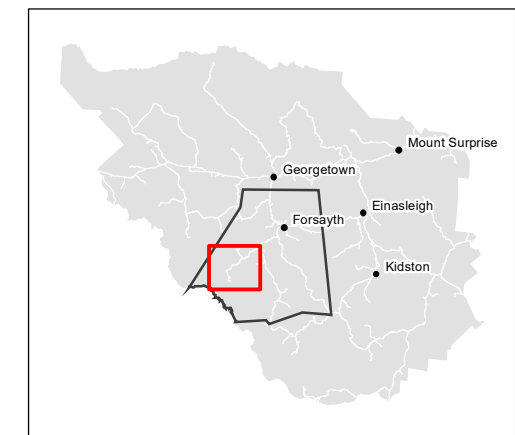


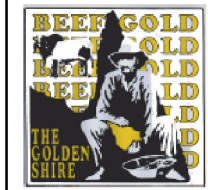
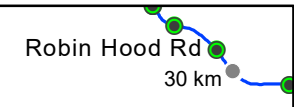
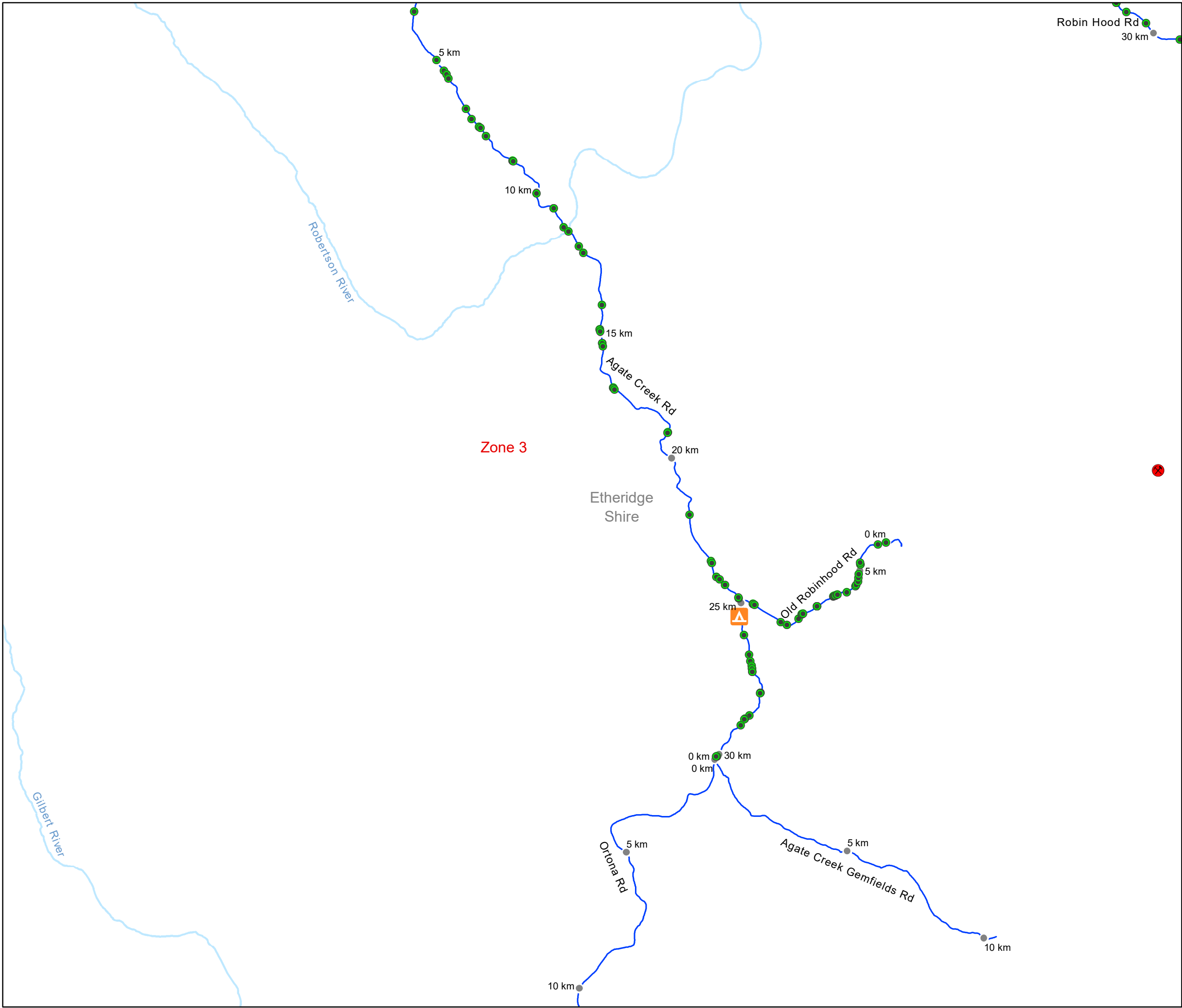
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**Map Location**





**Legend**

-  Camp Location
-  Treatment Location
-  Gravel Pit Location
-  Chainage (5km)
-  TMR Road
-  Zone 3
-  River
-  Flood Zone
-  Local Government Area

**Etheridge Shire Council Flood Zone 2023  
Flood Zone 3 - Page 7**

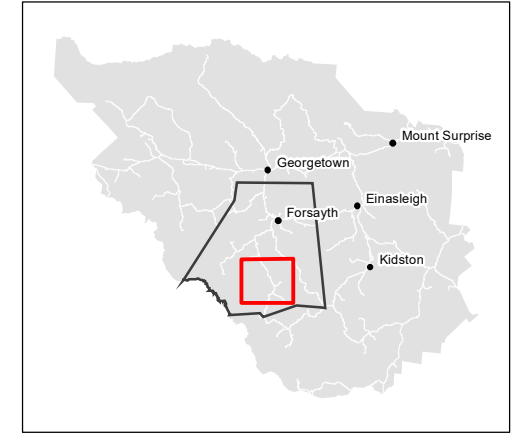


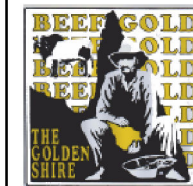
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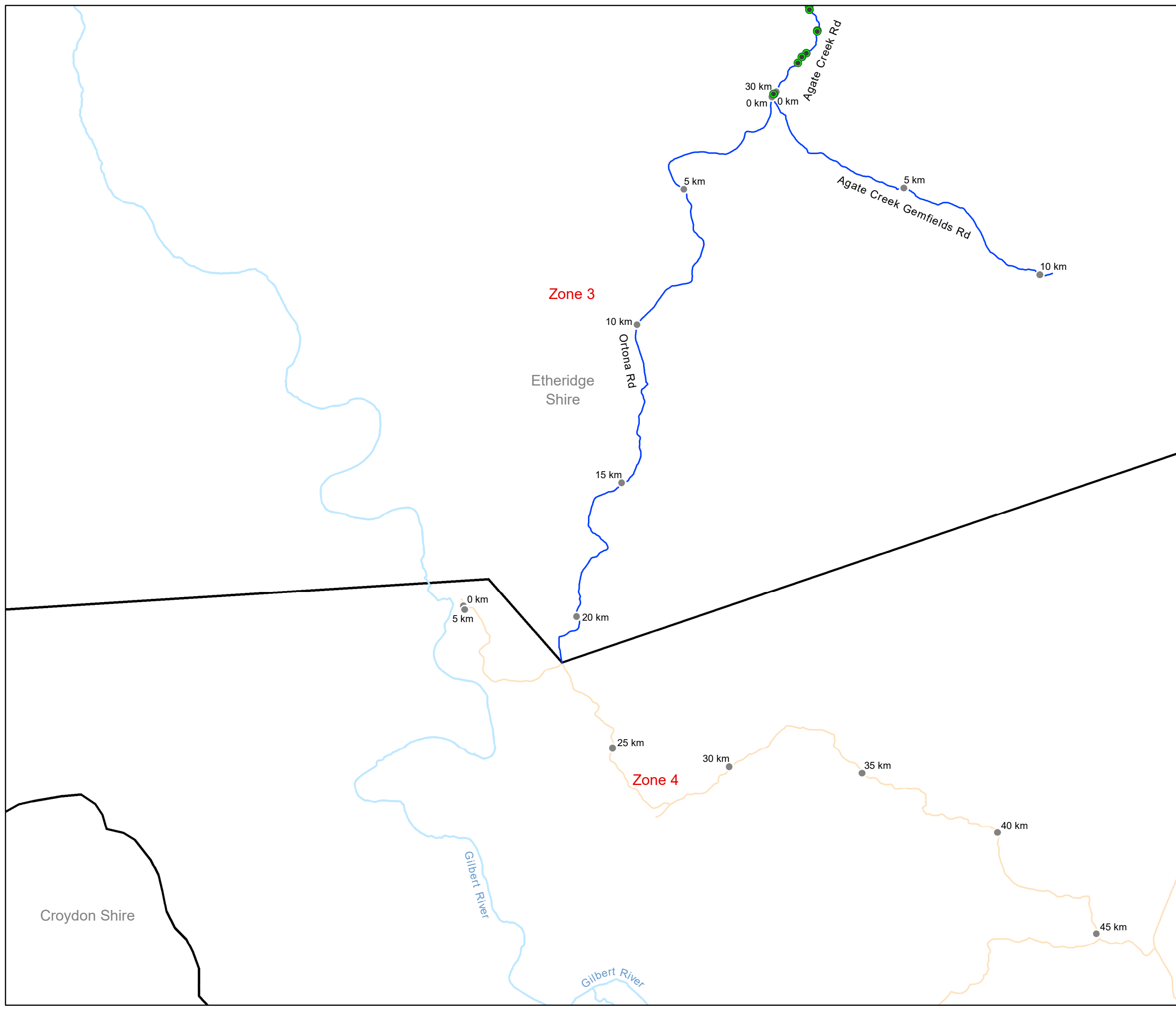
**Map Location**





**Legend**

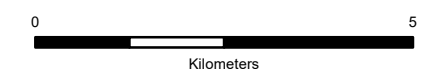
-  Camp Location
-  Treatment Location
-  Gravel Pit Location
-  Chainage (5km)
-  TMR Road
-  Zone 3
-  River
-  Flood Zone
-  Local Government Area



**Etheridge Shire Council Flood Zone 2023  
Flood Zone 3 - Page 8**

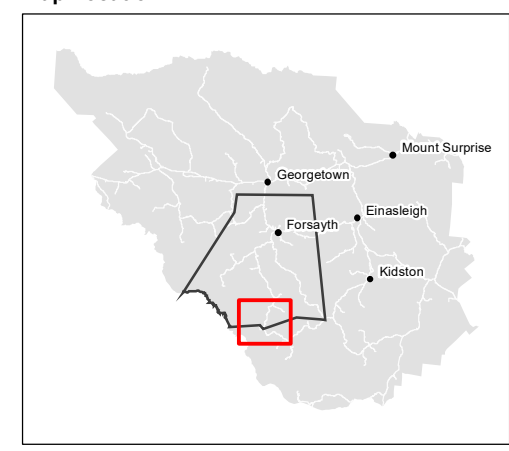


Date: 21/07/2023  
1:100,000 when printed at A3



**Disclaimer:**  
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**Map Location**



Croydon Shire

Etheridge Shire

Zone 3

Zone 4

Agate Creek Rd

Agate Creek Gemfields Rd

Ortona Rd

Gilbert River

Gilbert River

10 km

15 km

5 km

20 km

25 km

30 km

35 km

40 km

45 km

5 km

5 km

10 km










30 km

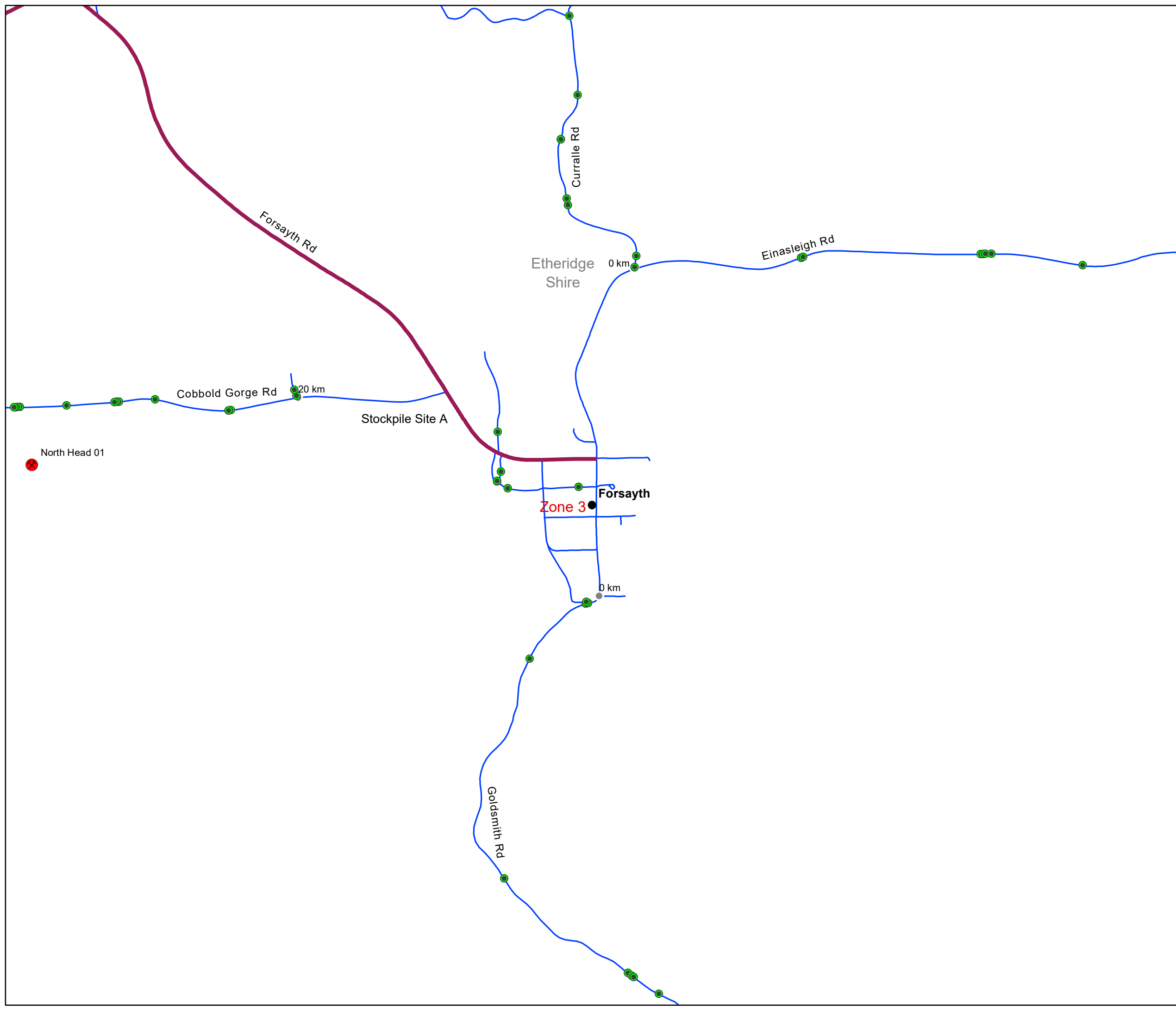
0 km

0 km



### Legend

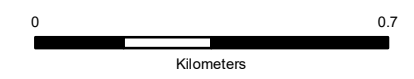
-  Camp Location
-  Treatment Location
-  Gravel Pit Location
-  Chainage (5km)
-  TMR Road
-  Zone 3
-  River
-  Flood Zone
-  Local Government Area



### Etheridge Shire Council Flood Zone 2023 Flood Zone 3 - Page 9

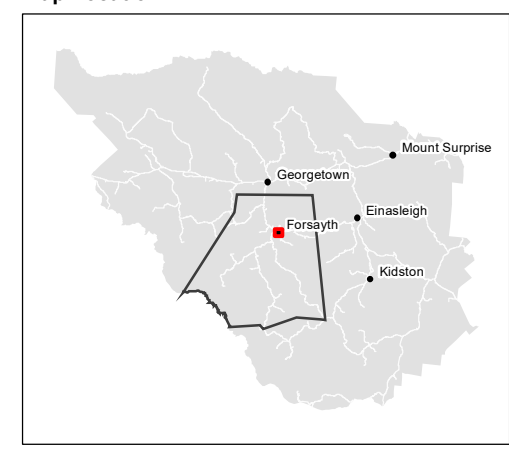


Date: 21/07/2023  
1:15,000 when printed at A3



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### Map Location





**CONTRACT  
(CONSTRUCT ONLY:  
STANDARD RISK)**

---

Northern and Central Queensland Monsoon and Flooding  
January 2023

Contract No: ESC2023-002

# FORMAL INSTRUMENT OF AGREEMENT

## Parties

Etheridge Shire Council ABN 57 665 238 857 of St George Street, Etheridge in the State of Queensland

(*the Principal*)

..... in the State of Queensland

(*the Contractor*)

## Recitals:

- A. The *Contractor* has submitted an offer to carry out and complete the *WUC* and has given the *Principal* warranties and made representations to the *Principal*.
- B. In reliance on the warranties given and representations made by the *Contractor*, the *Principal* has accepted the *Contractor's* offer.
- C. The parties wish to enter into this *Contract* to record the terms of their agreement.

## The Parties Agree:

### 1. THE CONTRACT

---

- 1.1 The *Contract* shall comprise the following documents:
  - (a) this *Formal Instrument of Agreement*;
  - (b) Annexure Part A to AS4000-1997 General Conditions of Contract;
  - (c) Annexure Part B to AS4000-1997 General Conditions of Contract;
  - (d) Annexure Part C – Approved Form of Unconditional Undertaking (which forms a part of this *Contract* notwithstanding that a copy is not physically incorporated into this *Contract*);
  - (e) AS4000-1997 General Conditions of Contract (which form a part of this *Contract* notwithstanding that a copy is not physically incorporated into this *Contract*);
  - (f) Annexure Part D – Drawings;
  - (g) Annexure Part E – Specification;
  - (h) Annexure Part F – Methodology;
  - (i) Annexure Part G – Price Schedule;
  - (j) Annexure Part H – Variation Rates;
  - (k) Annexure Part I – Contractor's Statutory Declaration; and
  - (l) Annexure Part J – local content hire WUC.

- 1.2 The *Contract* constitutes the entire, final and concluded agreement between the parties. It supersedes all prior representations, agreements, statements and understandings between the *Contractor* and the *Principal* (whether oral or in writing).
- 1.3 If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 of this *Formal Instrument of Agreement* then the ambiguity, inconsistency, conflict or discrepancy shall be resolved by giving precedence to the document which places the highest or more onerous requirement on the *Contractor*. If that does not resolve the issue, then the documents will take precedence in the order set out in clause 1.1 of this *Formal Instrument of Agreement*, with the *Formal Instrument of Agreement* being the highest in the order.

## **2. CONSIDERATION**

---

- 2.1 In consideration of:
- (a) the *Principal* agreeing to pay the *Contractor* in accordance with the provisions of the *Contract*, the *Contractor* will perform the *WUC* in accordance with the provisions of the *Contract* and will otherwise comply with its obligations under the *Contract* at its expense;
  - (b) the *Contractor* carrying out the *WUC* and complying with its obligations under the *Contract* at its expense, the *Principal* will pay the *Contractor* in accordance with the provisions of the *Contract* and will otherwise comply with its obligations under the *Contract*.

## **3. INTERPRETATION**

---

- 3.1 Italicised terms used in this *Formal Instrument of Agreement* have the same meaning as defined in the documents listed in clauses 1.1(b) to 1.1(e) above.
- 3.2 The contra proferentem rule and other rules of construction will not apply to the *Contract* to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.
- 3.3 To the extent permitted by law, if either party consists of two or more persons the *Contract* binds such persons and their respective executors, administrators, successors and permitted assigns jointly and severally.
- 3.4 Each indemnity provided in the *Contract* is a continuing indemnity which survives the expiration or termination of the *Contract*. The *Principal* need not incur any expense or make any payment in order to rely on an indemnity.
- 3.5 The rights and remedies of a party to the *Contract* are in addition to the rights or remedies conferred on the party elsewhere in the *Contract*, at law or in equity.
- 3.6 If a provision of the *Contract* is void or unenforceable it must be severed from this *Contract* and the provisions that are not void or unenforceable are unaffected by the severance.
- 3.7 In the *Contract* the words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.
- 3.8 The *Contract* may be executed in any number of counterparts and communication of the fact of execution to the other party may be made by sending evidence of execution by email to the other party.



#### 4. STANDARDS AUSTRALIA COPYRIGHTED MATERIAL

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- 4.1 This document contains Standards Australia Ltd copyrighted material which is reproduced by or distributed by Etheridge Shire Council (57 665 238 857) under licence by Standards Australia. The Standards Australia copyrighted material may have been modified by a licensed user and may not reflect AS 4000-1997. Standards Australia takes no responsibility for the content of this document. Should a user be interested in reproducing or distributing any content from AS 4000-1997, please contact Standards Australia via [copyright@standards.org.au](mailto:copyright@standards.org.au).
- 4.2 A copy of AS4000-1997 General Conditions of Contract and Annexures (as current at the *date of acceptance of tender*) forms part of this *Contract* notwithstanding that a copy is not physically included. A copy of the AS4000-1997 General Conditions of Contract can be obtained by contacting Standards Australia via [copyright@standards.org.au](mailto:copyright@standards.org.au).
- 4.3 In Annexure Part A, items or words which have been struck through are deleted from Annexure Part A and items or words which have been underlined have been added to Annexure Part A.

# EXECUTED AS AN AGREEMENT

## EXECUTION BY THE PRINCIPAL

**SIGNED** for and on behalf of Etheridge Shire Council in accordance with the Council's local laws and in the presence of:

..... )  
Signature of witness ) Ken Timms  
..... )  
Name of witness (block letters) ) Chief Executive Officer  
Date: / / )  
Date: / / )

---

## EXECUTION BY THE CONTRACTOR (WHERE CONTRACTOR IS A CORPORATION)

**SIGNED** for and on behalf of the *Contractor* in accordance with its Constitution and Section 127 of the *Corporations Act 2001* in the presence of:

..... )  
Signature of witness ) Director  
..... )  
Name of witness (block letters) ) Director/Secretary  
Date: / / )  
Date: / / )

---

## EXECUTION BY CONTRACTOR (WHERE CONTRACTOR IS NOT A CORPORATION)

**SIGNED** for and on behalf of the *Contractor* by its authorised representative in the presence of:

..... )  
Signature of witness ) Signature  
..... )  
Name of witness (block letters) ) Name of authorised representative  
Date: / / )  
Date: / / )

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

---

*Item*

1	<i>Principal</i> (clause 1)	Etheridge Shire Council ABN 57 665 238 857
2	<i>Principal's address</i>	PO Box 12, Georgetown, Queensland, 4871
3	<i>Contractor</i> (clause 1)	ACN ABN
4	<i>Contractor's address</i>	
5	<i>Superintendent</i> (clause 1)	Ken Timms ACN 57 665 238 857
	<i>Superintendent Representative</i>	Brett Fulloon
6	<i>Superintendent's address</i>	41 St George st Georgetown QLD 4871
7*	a) <i>Date for practical completion</i> (clause 1)	19 August 2024
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	
8	Governing law (page 5, clause 1(h))	Queensland If nothing stated, that of the jurisdiction where the <i>site</i> is located

Annexure Part A to AS4000 – 1997

9	<p>a) Currency (page 5, clause 1(g))</p> <p>b) Place for payments (page 5, clause 1(g))</p> <p>c) Not used</p>	<p>AUD</p> <p>If nothing stated, that of the jurisdiction where the <i>site</i> is located</p> <p>Payments will be made by electronic transfer into the bank account last notified in writing by the <i>Contractor</i> to the <i>Principal</i>.</p>
10	Not used	
10A	<p><u>Contract sum</u> (clause 1 and clause 2A)</p>	<p><u>The Contract is a:</u>  <input checked="" type="checkbox"/> <u>schedule of rates contract</u>  <input type="checkbox"/> <u>lump sum contract</u>            If nothing stated, the <i>Contract</i> is a <i>lump sum contract</i>.</p>
11	<p>Quantities in <i>schedule of rates</i>, limits of accuracy (subclause <del>2.5(b)</del> 2A.4(b))</p>	<p>Upper Limit</p> <p>Lower Limit</p> <p>If nothing stated, upper limit is 120%, lower limit is 80%</p>
12	<p><i>Provisional sum</i>, percentage for profit and attendance (clause 3)</p>	<p>No profit and attendance is payable.</p>
13*	<p><i>Contractor's security</i></p> <p>a) Form (clause 5)</p> <p>b) Amount or maximum percentage of <i>contract sum</i> (clause 5)</p> <p>c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)</p> <p>d) Time for provision (except for retention moneys) (clause 5)</p> <p>e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)</p> <p>f) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)</p>	<p>Two (2) unconditional bank guarantees in equal amounts or Cash Retention.</p> <p>10%</p> <p>If nothing stated, 10% of the <i>contract sum</i></p> <p>10% until the limit in item 13 (b) reached.</p> <p>If nothing stated, 10% until the limit in <i>Item</i> 13(b)</p> <p>Within 10 <i>business days</i> after the <i>date of acceptance of tender</i></p> <p>If nothing stated, within 10 <i>business days</i> after <i>date of acceptance of tender</i></p> <p>Not applicable</p> <p>\$</p> <p>50% of amount held</p> <p>If nothing stated, 50% of amount held</p>

Annexure Part A to AS4000 – 1997

14*	<i>Principal's security</i>		
	a) Form (clause 5)	Not applicable	
	b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	Not applicable  If nothing stated, nil	
	c) Time for provision (clause 5)	Not applicable  If nothing stated, within 20 <i>business days</i> after the <i>date of acceptance of tender</i>	
	d) <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	Not applicable  If nothing stated, 50% of amount held	
15	<i>Principal-supplied documents</i>  (subclause 8.2)	Document  Copy of Contract	No. of copies  2
		If nothing stated, 5 copies of the drawings, specification, <i>bill of quantities</i> or <i>schedule of rates</i> (if any)	
16	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	If nothing stated, 10 <i>business days</i>	
17	Subcontract <i>work</i> requiring approval (subclause 9.2)	The whole or any part of <i>WUC</i> 10 days	
18	Novation (subclause 9.4)	Subcontractor	<del>Particular part of <i>WUC</i></del>
		Not applicable	
		<i>Selected subcontractor</i>	<del>Particular part of <i>WUC</i></del>
		Not applicable	

Annexure Part A to AS4000 – 1997

19 Legislative requirements

- a) Those excepted (subclause 11.1) None excepted
- b) Identified *WUC* (subclause 11.2(a)(ii))

19A Portable long service (subclause 11A.1)

The:  
 Principal  
 Contractor  
 is to make payments and give notices under the Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)  
 If nothing selected the Contractor is to do so

19B Management Plans must address: (clause 11E)

- |                                     |   |                             |
|-------------------------------------|---|-----------------------------|
| <u>Environmental Plans</u>          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>WHS Health and Safety Plan</u>   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>Quality Assurance plan</u>       | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>Stakeholder management plans</u> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>Traffic management plans</u>     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>Training Policy</u>              | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>Fatigue management system</u>    | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
- If not selected, the requirement does not apply

19C The Contractor's liability is limited to (clauses 1 and 15A)

\$ 20,000,000  
 If nothing stated, the Contractor's liability is not limited

19D The Principal's liability is limited to (clauses 1 and 15A)

\_\_\_\_\_  
 If nothing stated, the Principal's liability is limited to the contract sum as adjusted pursuant to the Contract.

20 Insurance of *the Works* (clause 16)

- a) Alternative applying Alternative 1  
 If nothing stated, Alternative 1 applies

If Alternative 1 applies

- b) Provision for demolition and removal of debris \$
- OR
- 10% of the contract sum

Annexure Part A to AS4000 – 1997

c)	Provision for consultants' fees	\$ OR 10% of the <i>contract sum</i>						
d)	Value of materials or things to be supplied by the <i>Principal</i>	Nil						
e)	Additional amount or percentage	\$ OR 10% of the total of paragraphs (a) to (d) in clause 16						
21	Public liability insurance (clause 17)							
a)	Alternative applying	Alternative 1 If nothing stated, Alternative 1 applies						
	If Alternative 1 applies							
b)	Amount per occurrence shall be not less than	Twenty million dollars \$20,000,000 If nothing stated, then not less than \$20,000,000						
<u>21A</u>	<u>Key Personnel</u> (Clause 23A)	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Name</u></td> <td style="text-align: center;"><u>Role</u></td> <td style="text-align: center;"><u>Period</u></td> </tr> </table>	<u>Name</u>	<u>Role</u>	<u>Period</u>			
<u>Name</u>	<u>Role</u>	<u>Period</u>						
22	Time for giving possession (subclause 24.1)	Within 15 <i>business days</i> after the <i>date of acceptance of tender</i> If nothing stated, within 10 <i>working days</i> after the <i>date of acceptance of tender</i>						
<u>22A</u>	<u>Working days and working hours</u> (clause 31)	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b><u>Working days</u></b></td> <td style="width: 50%;"><b><u>Working hours</u></b></td> </tr> <tr> <td><u>Monday to Sunday</u></td> <td><u>6am to 6pm</u></td> </tr> <tr> <td><u>Roster to be no more than 6-1, 6-1, 6-5</u></td> <td><u>Application submitted to Superintendent for Approval pre commencement of works</u></td> </tr> </table> <p>but shall not include:</p> <ul style="list-style-type: none"> <li>a) <u>a public holiday, special holiday or bank holiday at the site;</u></li> <li>b) <u>22 December to 10 January in any year; or</u></li> <li>c) <u>any other day which the Contract elsewhere provides is a day on which work cannot be carried out</u></li> </ul>	<b><u>Working days</u></b>	<b><u>Working hours</u></b>	<u>Monday to Sunday</u>	<u>6am to 6pm</u>	<u>Roster to be no more than 6-1, 6-1, 6-5</u>	<u>Application submitted to Superintendent for Approval pre commencement of works</u>
<b><u>Working days</u></b>	<b><u>Working hours</u></b>							
<u>Monday to Sunday</u>	<u>6am to 6pm</u>							
<u>Roster to be no more than 6-1, 6-1, 6-5</u>	<u>Application submitted to Superintendent for Approval pre commencement of works</u>							

Annexure Part A to AS4000 – 1997

23	Qualifying causes of delay, causes of delay for which EOTs will not be granted ( <del>page 3, paragraph (b)(iii) of clause 1</del> and subclause 34.3)		
24*	Liquidated damages, rate (subclause 34.7)	3000.00 per day	
25*	Bonus for early <i>practical completion</i> (subclause 34.8)	Not applicable	
	a) Rate	per day	
	b) Limit	\$	
		OR	
		% of <i>contract sum</i>	
		If nothing stated, there is no waiver	
26*	Delay <del>damages, costs,</del> other <i>compensable causes</i> (page 1, clause 1 and <del>subclause 34.9</del> 34A)	No other <i>compensable causes</i>	
<u>26A</u>	<u>Delay costs, limit per <i>working day</i></u> ( <u>clause 34A</u> )	_____	<u>If nothing stated, \$500 per <i>working day</i></u>
27	<i>Defects liability period</i> (clause 35)	6 months If nothing stated, 12 months	
<u>27A</u>	<u><i>Variations, percentage for profit and overheads</i></u> ( <u>subclause 36.4</u> )	<u>Profit</u>	<u>5%</u> <u>If nothing stated 5%</u>
		<u>Overheads</u>	<u>5%</u> <u>If nothing stated 5%</u>
28	Progress Claims (subclause 37.1)		
	a) Times for progress claims	21 <sup>st</sup> day of each month in which <i>WUC</i> is carried out up to and including the month in which <i>practical completion</i> is reached, for work done to the 21 <sup>st</sup> day of the month	
		OR	
	b) Stages of <i>WUC</i> for progress claims		
29	Unfixed plant and materials for which payment claims may be made (subclause 37.3)	Nil	



## Annexure Part A to AS4000 – 1997

30	Interest rate on overdue payments (subclause 37.5)	3 % per annum If nothing stated, 18% per annum
31	Time for <i>Principal</i> to rectify inadequate possession (subclause 39.7)	If nothing stated, 25 <i>working days</i>
32	Not used	

\*If applicable, delete and instead complete equivalent Item in the separable portions section of the Annexure Part A.

## Part A

### Separable Portions

Annexure to AS4000-1997

- This section should be completed only if the *Contract* provides for *separable* portions.
- Complete separate pages for each *separable portion*, which should be numbered appropriately. Any balance of *the Works* should also be a *separable portion*.

	<i>Separable portion</i> (clause 1)	No.
	Description of <i>separable portion</i> (clause 1)	
<i>Item</i>		
7	a) <i>Date for practical completion</i> (clause 1)	
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	
13	<i>Contractor's security</i>	
	a) <i>Form</i> (clause 5)	Two (2) unconditional bank guarantees in equal amounts.
	b) <i>Amount or maximum percentage value of this separable portion</i> (clause 5)	5%  If nothing stated, 5% of the value of this <i>separable portion</i>
	c) <i>If retention moneys, percentage of each progress certificate applicable to this separable portion</i> (clause 5 and subclause 37.2)	Nil  If nothing stated, 10% until the limit in <i>Item 13(b)</i>
	d) <i>Time for provision (except for retention moneys)</i> (clause 5)	Within 10 <i>business days</i> after the <i>date of acceptance of tender</i>  If nothing stated, within 10 <i>business days</i> after <i>date of acceptance of tender</i>



## Part B

Annexure to the  
Australian Standard General Conditions of Contract  
AS4000 – 1997

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### Deletions, amendments and additions

1. The following clauses have been deleted from the General Conditions of Contract  
  
See below
  2. The following clauses have been amended and differ from the corresponding clauses in AS4000-1997  
  
See below
  3. The following clauses have been added to those of AS4000-1997  
  
See below
- 

## 1 INTERPRETATION AND CONSTRUCTION OF CONTRACT

---

Delete the definition of '*bill of quantities*' and replace with:

**'bill of quantities** means a *price schedule*;

Insert a new definition of '*building contract*':

**'building contract** has the same meaning as given to that term in section 67AAA of the *Queensland Building and Construction Commission Act 1991* (Qld);'

Insert a new definition of '*business day*':

**'business day** means:

- (a) when used in the definition of *response period*, has the same meaning as in the *security of payment legislation*;
- (b) otherwise, means a day that is not:
  - (i) a Saturday or Sunday; or
  - (ii) a public holiday, special holiday or bank holiday at the *site*.'

Insert a new definition of '*claim*':

**'claim** includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including pursuant to a provision of the *Contract* (including any claim for a *variation*, an *EOT* or other adjustment of the *contract sum*), at law (including a breach of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by

law, pursuant to any other principle of law, in connection with the *Contract, the Works or WUC;*

Insert a new definition of '*claimable amount*':

**'claimable amount** means:

- (a) the value of *work* carried out by the *Contractor* in the performance of the *Contract* which the *Contractor* is entitled to include in a progress claim; and
- (b) amounts otherwise due from the *Principal* to the *Contractor* pursuant to the *Contract*;

Insert a new definition of '*compensable direction*':

**'compensable direction** means a *direction* pursuant to subclause 8.1 that is necessitated solely because of an inconsistency, ambiguity, discrepancy or error which is in a document prepared by or on behalf of the *Principal* for the purpose of carrying out *WUC* and which could not have been identified by a competent contractor at the time of the *Contractor's* tender if that contractor had inspected:

- (a) all written information made available by the *Principal* to the *Contractor* for the purpose of tendering;
- (b) all information influencing the risk allocation in the *Contractor's* tender and reasonably obtainable by the making of reasonable enquiries; and
- (c) the *site* and its near surrounds;

Insert a new definition of '*conflict of interest*':

**'conflict of interest** means any actual, potential or perceived conflict between the interests of the *Contractor* and the *Contractor's* obligations under the *Contract*;

Delete the definition of '*contract sum*' and replace with:

**'contract sum** means

- (a) where *Item 10A* states that the *Contract* is a *lump sum contract*, the sum of the lump sums contained in the *price schedule*; or
- (b) where *Item 10A* states that the *Contract* is a *schedule of rates contract*:
  - (i) the sum of the products ascertained by multiplying the rates by the corresponding quantities in the *price schedule*; plus
  - (ii) any lump sums contained in the *price schedule*,

including *provisional sums* but excluding additions or deductions which may be required to be made under the *Contract*;

Insert a new definition of '*Councillor*':

**'Councillor** has the meaning given to that term in the *Local Government Act 2009* (Qld);'

Delete paragraph (a) of the definition of '*date of practical completion*' and replace with:

- '(a) the date stated in a *certificate of practical completion* as the date on which *practical completion* was reached (which may be a date earlier than the date on which the *certificate of practical completion* is issued); or

Insert a new definition of '*Formal Instrument of Agreement*':

**'Formal Instrument of Agreement'** means the document of that name forming part of the *Contract*;

Insert a new definition of '*improper conduct*':

**'improper conduct'** means:

- (a) engaging in misleading or deceptive conduct;
- (b) engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct;
- (c) canvassing, attempting to improperly influence, offering any inducement to, or accepting or inviting improper assistance from, the *Principal's Councillors* or other *personnel* (or former *personnel*);
- (d) using any information improperly obtained, or obtained in breach of any obligation of confidentiality;
- (e) engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence; or
- (f) engaging in conduct contrary to sections 199 and 200 of the *Local Government Act 2009* (Qld);'

Insert a new definition of '*informal variation direction*':

**'informal variation direction'** means a *direction* by the *Superintendent* for a *variation* which is either:

- (a) not in writing; or
- (b) in writing but which does not expressly state that it is a *direction* for a *variation* pursuant to clause 36;'

Insert a new definition of '*liability limit*':

**'liability limit'** means the sum of:

- (a) the amount specified in *Item 19C* or *Item 19D* as the case may be; and
- (b) the amount of any excess payable under a policy of insurance referred to in subclause 15A.2(d);'

Insert a new definition of '*lump sum contract*':

**'lump sum contract'** means a contract to which subclause 2A.3 applies;'

Insert a new definition of '*payment period*':

**'payment period** means:

- (a) if the *Contract* is a *building contract*, 15 *business days*;
- (b) otherwise, 25 *business days*,

after the progress claim or *final payment claim* (as the case may be) is given to the *Principal*;

Insert a new definition of '*payment schedule*':

**'payment schedule** has the same meaning as in the *security of payment legislation*;

Insert a new definition of '*personal information*':

**'personal information** has the same meaning as given to that term in the *Information Privacy Act 2009 (Qld)*;

Insert a new definition of '*personnel*':

**'personnel** includes the officers, employees, agents, representatives, consultants and contractors (including, in respect of the *Contractor*, its subcontractors), of a party and any other person or entity for whom that party is vicariously liable and in respect of the *Principal* includes the *Councillors* of the *Principal* but does not include the *Contractor*;

Insert a new subparagraph at the end of the definition of '*practical completion*':

- (d) anything else which the *Contract* provides is to be done, provided or otherwise satisfied as a requirement of or prior to *practical completion* has been so done, provided or satisfied;

Delete the definition of '*prescribed notice*' and insert:

**'prescribed notice** means a written notice which contains:

- (a) details of the basis of the *claim*; and
- (b) a detailed itemised breakdown of the quantum of the *claim*, or, where the quantum cannot be itemised at the time that the *prescribed notice* is given because the costs are not yet known, an itemised breakdown of the estimated quantum of the *claim*;

Insert a new definition of '*price schedule*':

**'price schedule** means any schedule included in the *Contract* which provides a breakdown of the *contract sum* and which may include rates, lump sums, *provisional sums*, other sums, quantities and prices;

Insert a new definition of '*Principal's policies*':

**'Principal's policies'** means the *Principal's* plans, policies, procedures, codes, standards and guidelines to the extent that these are made available by the *Principal* (whether to the public at large or to the *Contractor*);'

Insert a new definition of '*procurement process*':

**'procurement process'** means the process pursuant to which the parties entered into the *Contract*, and includes the process (if any) through which the *Principal* invited, and the *Contractor* submitted an offer to carry out the *WUC*;

Insert a new definition of '*provisional work*':

**'provisional work'** means:

- (a) any *work* or item to which a *provisional sum* relates; and
- (b) any other *work* or item which is identified in the *Contract* as 'provisional', 'if ordered', 'as directed' 'optional' or similar or which the *Contract* otherwise provides is not to be carried out or supplied by the *Contractor* unless the *Contractor* is given a *direction* to do so;'

Delete the definition of '*qualifying cause of delay*' and insert:

**'qualifying cause of delay'** means:

- (a) any of the following, which are beyond the control of the *Contractor* occurring on or before the *date for practical completion*:
  - (i) industrial action not exclusively directed at the *Contractor*;
  - (ii) inclement weather and the effects at the *site* of inclement weather;
- (b) any of the following which are beyond the control of the *Contractor* whether occurring before, on or after the *date for practical completion*:
  - (i) any act, default or omission of the *Superintendent*, the *Principal* or the *Principal's* consultants, agents or other contractors (not being employed by the *Contractor*);
  - (ii) *variations* (other than a *variation* for the convenience of the *Contractor*);
  - (iii) *latent conditions*;
  - (iv) a change in a *legislative requirement* which comes into effect after the 10th *business day* before the closing of tenders and which could not have been reasonably anticipated by a competent contractor;
  - (v) delays by municipal, public, or statutory authorities (including the *Principal* in its capacity as a local government authority);
  - (vi) claims referred to in subclause 15.1(e);
  - (vii) any breach of the *Contract* by the *Principal*,



but does not include any cause of delay identified in *Item 23*;

Insert a new definition of '*required deductions*':

**'required deductions** means:

- (a) amounts paid previously under the *Contract*;
- (b) retention moneys to be deducted pursuant to *Item 13*;
- (c) other amounts due from the *Contractor* to the *Principal* in connection with the *Contract*;
- (d) amounts due from the *Contractor* to the *Principal* otherwise than in connection with the *Contract*;
- (e) to the extent that such *work* has not yet been carried out by the *Contractor* and the cost of such *work* has not yet been incurred by the *Principal*, the estimated cost to the *Principal* of having any *work* of removal, demolition, reconstruction, replacement, correction or rectification the subject of a *direction* pursuant to subclause 29.3 or clause 35 carried out by a third party;
- (f) amounts in respect of *work* which is required by the *Contract* to be tested and for which any of the following conditions have not been met:
  - (i) all required *tests* have been completed;
  - (ii) the results of the *tests* do not reveal a failure of the *Contractor* to comply with the *Contract*; and
  - (iii) the *Contractor* has made good *WUC* and provided the results of the *tests* to the *Superintendent* and to the *Principal* in accordance with subclause 30.6;
- (g) amounts which the *Principal* bona fide claims are or will become due from the *Contractor* to the *Principal* in connection with the *Contract* (and where such an amount cannot be ascertained by the *Principal* at the time at which the amount is to be certified, the *Principal's* bona fide estimate of such an amount).'

Insert a new definition of '*response period*':

**'response period** for a progress claim or *final payment claim* (as the case may be) means 15 *business days* after the claim is given to the *Principal*;

Delete the definition of '*schedule of rates*' and insert:

**'schedule of rates** means a *price schedule*;

Insert a new definition of '*schedule of rates contract*':

**'schedule of rates contract** means a contract to which subclause 2A.4 applies;

Delete paragraphs c) and d) of the definition of '*security*';

Insert a new definition of '*security of payment legislation*':

**'security of payment legislation'** means the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) and any associated subordinate legislation;'

Insert a new definition of '*specified loss*':

**'specified loss'** means:

- (a) any loss, or loss of anticipated, profit, income, revenue, saving, production; business, good will, contract or opportunity (including access to markets); increase in financing or operating costs; liability for loss or damage suffered by third parties; legal costs (on a solicitor and client basis); fines levied; loss of reputation or embarrassment and the cost of abating or reducing such; damage to credit rating; any other financial or economic loss; and
- (b) any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraph, howsoever arising;'

Insert a new definition of '*third party requirements*':

**'third party requirements'** means such of the following (as amended or replaced from time to time) as *Item 19B* states apply to this *Contract*.

- (a) Code for the Tendering and Performance of Building Work 2016 issued pursuant to the *Building and Construction Industry (Improving Productivity) Act 2016* (**Building Code 2016**);
- (b) Queensland Government's Code of Practice for the Building and Construction Industry (**Queensland Code**);
- (c) Australian Government Building and Construction Industry Work Health and Safety Accreditation Scheme (the Scheme), established by the *Building and Construction Industry (Improving Productivity) Act 2016* (**WHS Accreditation Scheme**);
- (d) Queensland Government Indigenous Procurement Policy (**Queensland IPP**);
- (e) Federal Government Indigenous Procurement Policy (**Federal IPP**);
- (f) Queensland Government Building and Construction Industry Training Policy (**Training Policy**);
- (g) the requirements of any State, Federal or other body providing funding for *WUC*, as notified or otherwise made available to the *Contractor* from time to time by or on behalf of the *Principal*, whether or not specifically mentioned in the *Contract* (**Funding Requirements**); and
- (h) any other plans, policies, procedures, codes, standards and guidelines (other than the *Principal's policies*) which are identified in the *Contract* or which are otherwise applicable to *WUC*.'

Insert a new definition of '*variation rates*':

**'variation rates'** means the rates included in Annexure Part H;'

Insert a new definition of '*wilful misconduct*':

**'wilful misconduct'** means an intentional act or omission by or on behalf of a party committed with reckless disregard for its foreseeable and harmful consequences in circumstances where that party knows or ought to know that those consequences would likely result from the act or omission but which is not due to an honest mistake oversight, error of judgement, accident or negligence;'

Insert a new definition of '*working day*':

**'working day'** means a day identified as such in in *Item 22A*;

## **2 NATURE OF CONTRACT**

---

Delete clause 2.

## **2A PERFORMANCE AND PAYMENT**

---

Insert a new clause 2A as follows:

### **'2A PERFORMANCE AND PAYMENT**

2A.1 **(General)** The *Contractor* shall carry out and complete *WUC* in accordance with the *Contract* and *directions* authorised by the *Contract*. Notwithstanding anything else in this clause, where the *price schedule* or the *Contract* elsewhere contains provisions for determining the *Contractor's* entitlement to payment for an item then the *Contractor's* entitlement to payment for that item shall be determined in accordance with such provisions.

2A.2 **(Price schedule)** Quantities in a *price schedule* are estimated quantities only. The *Superintendent* is not required to give a *direction* by reason of the actual quantity of an item required to perform the *Contract* being greater or less than the quantity shown in a *price schedule*.

The *Principal* gives no warranty and makes no representation as to the completeness, accuracy or adequacy of a *price schedule*. If a *price schedule* omits an item which should have been included, the item shall be deemed to have been allowed for in other items.

2A.3 **(Lump sum contract)** This subclause 2A.3 only applies where *Item 10A* states that the *Contract* is a *lump sum contract*.

The *Principal* shall pay the *Contractor* the sum of the lump sums stated in the *price schedule*, adjusted by any additions or deductions made pursuant to the *Contract*. Where, otherwise than by reason of a *direction* to vary *WUC*, the actual quantity of an item required to perform the *Contract* is greater or less than the quantity shown in the *price schedule* the *Contractor* shall carry out that greater or lesser quantity as if it were originally stated in the *Contract* and there shall be no adjustment to the *contract sum*.

The *price schedule* may be used by the *Superintendent* as a guide in the assessment of progress claims, *variations* and other adjustments to the *contract sum* permitted by the *Contract*, but for no other purpose.'

2A.4 **(Schedule of rates contract)** This subclause 2A.4 only applies where *Item 10A* states that the *Contract* is a *schedule of rates contract*.

The *Principal* shall pay the *Contractor* the sum of the products ascertained by multiplying the measured quantity of each section or item of *work*

actually carried out under the *Contract* by the rate provided in the *price schedule* for the section or item adjusted by any additions or deductions made pursuant to the *Contract*. Where, otherwise than by reason of a *direction* to vary *WUC*, the actual quantity of an item required to perform the *Contract* is greater or less than the quantity shown in a *price schedule* and:

- (a) the *price schedule* contains a lump sum for the item, the difference shall be a deemed *variation*;
- (b) the *price schedule* contains a rate for the item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy for a quantity in a *price schedule* are stated in *Item 11*, the rate shall apply to the greater or lesser quantities within the limits, and quantities outside the limits shall be a deemed *variation*.'

2A.5 **(Rise and fall)** The *contract sum* is not subject to adjustment for variations in the cost of labour and materials unless, and then only to the extent that, the *Contract* expressly elsewhere provides that such an adjustment is to be made and states the formula by which that adjustment is to be calculated.

2A.6 **(Inclusions)** Except to the extent that the *Contract* expressly allows an adjustment, the *Contractor* warrants and represents that the *contract sum*, and all rates, sums and prices included in the *contract sum* allow for:

- (a) all of the risks, contingencies and other circumstances which could have an effect on the *Contractor's* ability to carry out and complete *the Works* for the *contract sum*, except to the extent that the *Contract* expressly allows an adjustment;
- (b) the provision of all materials, plant, labour and other services necessary for the proper completion of *the Works*, whether or not those items are expressly mentioned in the *Contract*; and
- (c) compliance with all of the *Contractor's* obligations under the *Contract*, including compliance with *directions* of the *Superintendent*.'

## **2B CONDUCT OF CONTRACTOR AND PERSONNEL**

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Insert a new clause 2B as follows:

### **'2B CONDUCT OF CONTRACTOR AND PERSONNEL**

2B.1 **(General)** The *Contractor* must and must ensure that its *personnel* at all times whilst engaged in *WUC* act professionally and treat all of the *Principal's personnel*, other contractors and the general public respectfully and appropriately and comply with all of the *Principal's policies*.

2B.2 **(Conflict of interest)** The *Contractor* warrants and represents that as at the *date of acceptance of tender* the *Contractor* is not aware of any *conflict of interest*. The *Contractor* must not, and must ensure that its *personnel* do not, engage in any activity or obtain any interest which is likely to result in a *conflict of interest* during the *Contract* and must immediately notify the *Principal* in the event that a *conflict of interest* that has not previously been disclosed arises or is likely to arise.

- 2B.3 **(Improper Conduct)** The *Contractor* warrants and represents that neither the *Contractor* nor any of its *personnel* engaged in any *improper conduct* in connection with the *procurement process*. The *Contractor* must not, and must ensure that its *personnel* do not engage in any *improper conduct* in connection with the *Contract*.

### 3 PROVISIONAL SUMS

---

Insert the following at the end of clause 3:

'The *Superintendent* shall not be obliged to give a *direction* that any *provisional work*, or any particular part or quantity of *provisional work*, be carried out or supplied by the *Contractor*. The *Principal* may carry out or supply the whole or any particular part or quantity of *provisional work* itself or engage a third party to do so on its behalf. The *Contractor* shall not be entitled to any monetary compensation (whether for costs incurred, lost profit, lost overheads or otherwise) in connection with any *provisional work* (or any particular part or quantity of *provisional work*) which it is not directed to carry out or supply. Unless the *Contract* elsewhere provides how particular *provisional work* is to be valued, it shall be valued in accordance with this clause 3 as if it were identified as a *provisional sum*.'

### 5 SECURITY

---

Insert the following at the end of subclause 5.1:

'Where, due to adjustments made pursuant to the *Contract*, the *contract sum* is increased by more than 10%, the *Superintendent* may direct the *Contractor* to provide additional *security*. Unless the parties agree otherwise, the additional *security* shall be:

- (a) in the form stated in *Item 13*;
- (b) in an amount no more than is necessary to ensure that the total *security* held by the *Principal* is equivalent to the percentage stated in *Item 13(b)* of the *contract sum* as adjusted at the time of the *direction*; and
- (c) provided within 10 *business days* of the *Superintendent's direction*.

Delete the existing text of subclause 5.3 and replace with:

'The *Contractor* may at any time request the *Principal's* consent to substitute retention moneys or cash *security* with another form of *security*. The *Principal* may, at its absolute discretion give or withhold consent or give consent subject to such conditions as the *Principal* sees fit. To the extent that another form of *security* is provided, the *Principal* shall not deduct, and shall promptly release and return, retention moneys and cash *security*.'

### 7 SERVICE OF NOTICES

---

Insert an additional subclause 7(b)(iv) (together with any consequential amendments) at the end of subclause 7(b) as follows:

- (iv) the time at which an email comprising or attaching the notice or other document becomes capable of being retrieved and read by the addressee at the addressee's email address.

Notwithstanding anything else in this clause 7, where the *Contract* elsewhere prescribes the manner in which a particular notice is to be given, then such a notice shall only be deemed to have been given and received if given in the prescribed manner.'

## 8 CONTRACT DOCUMENTS

---

Delete the last paragraph of subclause 8.1 and replace with:

'The *Principal* shall not be liable upon any *claim* for compliance with a *direction*, under this subclause 8.1 unless the *direction* is a *compensable direction* and either:

- (a) the *direction* expressly states that it is a *compensable direction* pursuant to this subclause 8.1; or
- (b) the *Contractor* gives the *Superintendent* a written notice which identifies the *direction* and states that the *Contractor* considers that the *direction* is a *compensable direction* within 5 *business days* after the *direction* is given to the *Contractor*.

The *Contractor* must promptly give the *Superintendent* such additional information as the *Superintendent* reasonably requires in relation to a notice given under paragraph (b).

Subject to the *Contractor's* compliance with this clause and clause 41, if compliance with a *compensable direction* causes the *Contractor* to incur more cost than otherwise would have been incurred had the *direction* not been given, the difference shall be assessed by the *Superintendent* and added to the *contract sum*.

If compliance with any *direction* under this subclause 8.1 (including a *compensable direction*) causes the *Contractor* to incur less cost than otherwise would have been incurred had the *Contractor* not been given the *direction*, then the difference shall be assessed by the *Superintendent* and deducted from the *contract sum*.'

Insert the following at the end of subclause 8.6:

'The *Principal* may organise official media releases for publication in relation to the *Works*. The *Contractor* shall provide any assistance that may be reasonably requested by the *Principal* to facilitate the production of any such media releases.'

## 9 ASSIGNMENT AND SUBCONTRACTING

---

Insert the following at the end of subclause 9.2:

'For the purposes of this subclause 9.2, the subcontractors which the *Contractor* nominated in its tender (as amended by post-tender negotiation) are approved by the *Superintendent*. In considering whether to approve a request by the *Contractor* to use other subcontractors, the *Superintendent* may, in addition to any other matter which the *Superintendent* is entitled to consider, also take into account whether the proposed subcontractor is:

- (a) a local supplier (as defined in the *Principal's* procurement policy as published at the *date of acceptance of tender*); or
- (b) at least 50% owned by Aboriginal or Torres Strait Islander persons,

and if not, whether such a supplier is available to undertake the *work* which is proposed to be subcontracted.'

## 11A SPECIFIC LEGISLATION AND OTHER REQUIREMENTS

---

Insert new clause 11A as follows:

### '11A SPECIFIC LEGISLATION AND OTHER REQUIREMENTS

- 11A.1 (**Portable Long Service Leave**) The party identified in *Item 19A* shall pay any levy payable and give any relevant notices pursuant to the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld) in relation to *WUC*.
- 11A.2 (**Information Privacy**) The *Contractor* must comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under the *Contract* as if the *Contractor* was the *Principal*. *Personal information* collected by the *Principal* in connection with the *Contract* is collected for the purposes of enabling the *Principal* to properly discharge its functions as a local government authority in connection with the *Contract* and may be accessible by and disclosed to *personnel* engaged to assist the *Principal* in doing so. *Personal information* will otherwise be dealt in accordance with the *Principal's* privacy policy. The *Principal* is authorised to collect *personal information* in accordance with the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) and related legislation.
- 11A.3 (**Goods and Services Tax**) If GST, as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), is imposed on any supply made pursuant to this *Contract*, the amount payable for the supply is to be increased by the amount of that GST. The party seeking payment must provide a tax invoice in the form required by the Act. If the payment is a progress payment to be made by the *Principal* to the *Contractor*, then the tax invoice shall be in the amount of the *Superintendent's progress certificate* issued pursuant to subclause 37.2.
- 11A.4 (**Local Government**) Nothing in the *Contract* shall be taken to fetter the power, rights or authority of the *Principal* as a local government authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) or any other *legislative requirement*.
- 11A.5 (**Compliance**) The *Contractor* must, and must ensure that to the extent relevant to them its *personnel*, in carrying out the *Contractor's* obligations under the *Contract*:
- (a) hold, maintain and are compliant with all requirements of, all necessary competencies, licences, accreditations, certifications, permits, clearances and other authorisations which are required:
    - (i) under contract;
    - (ii) pursuant to a *legislative requirement, third party requirement* or the *Principal's policies*; or
    - (iii) otherwise at law,
- for the *Contractor* to carry out its obligations under the *Contract*,

- (b) act consistently with, and do all things reasonably necessary to enable the *Principal* to comply with, applicable *legislative requirements*, the *third party requirements* and the *Principal's policies*;
- (c) not do, or permit to be done, anything which would cause the *Principal* to be in breach of any *legislative requirements*, the *third party requirements* or the *Principal's policies*;
- (d) notify the *Principal* immediately if it becomes aware of any breach of this subclause 11A.5; and
- (e) when directed to do so by the *Superintendent*, provide the *Superintendent* with such information and documentation evidence as the *Superintendent* reasonably requests to satisfy the *Superintendent* that the *Contractor* has complied with this subclause 11A.5.

11A.6 (**Indemnity**) The *Contractor* shall indemnify and keep indemnified the *Principal* against any *claim* which may be brought against the *Principal* and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the *Principal* in connection with:

- (a) the *Contractor's* failure to comply with this clause 11A or to satisfy a *legislative requirement* as required by subclause 11.1;
- (b) any breach by the *Contractor* of its obligations under any *legislative requirement*; and/or
- (c) any enforcement of obligations imposed on the *Contractor* under any *legislative requirement*,

but the indemnity will be reduced to the extent that the act or omission of the *Principal* caused or contributed to the *claim* or loss.

11A.7 (**Interpretation**) In the event of any inconsistency, ambiguity, discrepancy or conflict in or between any obligation of the *Contractor* under subclauses 11A.1 to 11A.5, the *Contractor* must promptly notify the *Superintendent* who shall direct the *Contractor* as to the interpretation to be followed. In the absence of such a *direction*, the *Contractor* shall adopt the interpretation which places the higher or more onerous obligation on the *Contractor*.

## 15A LIABILITY

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Insert a new clause 15A as follows:

### '15A LIABILITY

15A.1 (**Limit and exclusion of liability**) Subject to subclause 15A.2, to the extent permitted by law:

- (a) the total aggregate liability of each party to the other in connection with the *Contract* (including in respect of any *claims*) shall not exceed the *liability limit*; and



- (b) neither party shall be liable to the other upon any *claim* for any *specified loss* unless and then only to the extent that the *Contract* expressly provides for that liability.

15A.2 (**Application of clauses**) Subclause 15A.1 does not apply to:

- (a) liability of the *Principal* to pay the *contract sum* as adjusted pursuant to the *Contract*;
- (b) liability of either party in connection with personal injury or death or damage to property;
- (c) liability of either party arising under an indemnity given under the *Contract* or as a result of an infringement of confidentiality or *intellectual property rights*, a deliberate breach or abandonment of the *Contract*, *wilful misconduct* or fraud or other criminal conduct;
- (d) liability of either party to the extent that the party is entitled to be indemnified under a policy of insurance required to be effected under the *Contract* or would have been so entitled if this clause 15A did not form part of the *Contract*, the party had effected and maintained the insurance policy in accordance with the *Contract*, complied with its obligations under the *Contract* and the policy, lodged and diligently pursued a claim under the policy and the insurer had remained solvent; or
- (e) liability of the *Contractor* to the extent that the *Contractor* is entitled to recover that liability from any other third party (including any subcontractor, consultant or supplier of the *Contractor*) or would have been entitled to recover that liability but for any act or omission of the *Contractor*,

and amounts referred to in paragraphs (a), (b), (c), (d) and (e) shall not be included in calculating whether the *liability limit* of a party has been reached.'

## 16 INSURANCE OF THE WORKS

---

Delete 'The insurance cover shall be for an amount not less than the aggregate of the:' and insert:

'The insurance cover shall be for an amount per occurrence of not less than the aggregate of the:'

In the second last paragraph of Alternative 1, delete 'be in the joint names of the parties' and insert 'be in the name of the *Contractor* and shall note the *Principal* as an interested party'.

## 17 PUBLIC LIABILITY INSURANCE

---

In Alternative 1, delete the existing text of subclause 17(a) and replace with:

- (a) be in the name of the *Contractor* with the *Principal* noted as an interested party;'

## 20 SUPERINTENDENT

---

At the end of clause 20 insert:

'The *Contractor* acknowledges and accepts that the *Superintendent* and individuals appointed as *Superintendent's Representatives* under clause 21 may be employees of the *Principal* or may have a general commercial relationship with the *Principal* beyond the performance of the appointed roles under this *Contract*.'

## 23A KEY PERSONNEL

---

Insert a new clause 23A as follows:

### '23A KEY PERSONNEL

Unless the *Superintendent* approves a change in key personnel in writing, the *Contractor* must provide the key personnel (if any) identified in *Item 21A* to perform the roles during the period or periods stated in *Item 21A* or where no period is stated, until the end of the last *defects liability period*.

## 24 SITE

---

Delete the first sentence of subclause 24.1 and insert:

'The *Principal* shall give the *Contractor* possession of sufficient of the *site* for commencement of *WUC* on *site* on the later of:

- (a) the expiry of the time in *Item 22*; and
- (b) 10 *business days* after the *Contractor* has:
  - (i) complied with subclause 19.1; and
  - (ii) given the *Superintendent* all other information and documentation and done all other things which the *Contract* elsewhere requires to be given or done before possession of the *site* is given.

Possession of the *site* may be non-exclusive.'

## 25 LATENT CONDITIONS

---

Delete '28 days' from subclause 25.3 and insert '5 *business days*'.

## 29 QUALITY

---

Delete the existing text of subclause 29.4 and insert:

'Instead of a *direction* pursuant to subclause 29.3 or clause 35, the *Superintendent* may direct the *Contractor* that the *Principal* elects to accept the subject *work*. Where the *Contract* elsewhere provides for an applicable reduced level of service for the subject *work*, then the *contract sum* shall be adjusted in accordance with such provisions. Otherwise, there shall be a deemed *variation*.'

## 31 WORKING HOURS

---

Delete the first sentence of clause 31 and replace with:

'The working hours and *workings days* for *work* on the *site* are stated in *Item 22A*.'

### **34 TIME AND PROGRESS**

---

Delete '28 days' from paragraph (b) of subclause 34.3 and replace with '10 *business days*'.

Delete the first paragraph of subclause 34.4 and replace with:

'To the extent that delays caused by *qualifying causes of delay* overlap with delays caused by other causes of delay, the *Contractor* shall not be entitled to an *EOT*.'

Insert the following at the end of subclause 34.4:

'To avoid doubt, all *EOTs* shall be claimed and granted in *working days*.'

Delete the existing text of subclause 34.5 and replace with:

'Within 20 *business days* after receiving the *Contractor's* claim for an *EOT*, the *Superintendent* shall give to the *Contractor* and the *Principal* a written *direction* evidencing the *EOT* so assessed.

Notwithstanding that the *Contractor* is not entitled to or has not claimed an *EOT*, the *Superintendent* may at any time and from time to time before issuing the *final certificate*, in its absolute discretion and without any obligation to do so for the benefit of the *Contractor*, direct an *EOT*. The *Contractor* shall not be entitled to any monetary compensation (whether under clause 34A or otherwise) in connection with an *EOT* granted by the *Superintendent* pursuant to this paragraph.

Neither:

- (a) a delay caused by a *compensable cause*; nor
- (b) a failure by the *Superintendent* to grant a reasonable *EOT* or to do so within the time required under subclause 34.5,

will set the *date for practical completion* at large or render subclause 34.7 unenforceable and the legal principle known as the 'prevention principle' shall not apply to such a delay or failure. Nothing in subclause 34.5 shall affect the *Contractor's* right to damages for a breach of contract.'

Delete subclause 34.9.

### **34A DELAY COSTS**

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Insert a new clause 34A as follows:

#### **'34A DELAY COSTS**

For every *working day* the subject of an *EOT* for a *compensable cause* and for which the *Contractor* gives the *Superintendent* a claim for delay costs pursuant to subclause 41.1, the *Superintendent* shall, under subclause 41.3, certify as due and payable to the *Contractor*, such extra costs as are reasonably and necessarily incurred by the *Contractor* by reason of the delay up to a maximum per *working day* of the amount stated in *Item 26A*.

Nothing in this clause 34A shall oblige the *Principal* to pay extra costs for delay –

- (a) which has already been included in the value of a *variation* or any other payment under the *Contract*;
- (b) caused by inclement weather or its effects, even if that inclement weather or those effects would not have delayed the *Contractor* but for an earlier delay caused by a *compensable cause*;
- (c) to the extent that the *Contractor* has failed to take all reasonable steps to mitigate the delay or the extra costs incurred.'

## 36 VARIATIONS

---

At the end of subclause 36.1, insert:

'The *Principal* may itself perform or engage others to perform any *work* which is omitted pursuant to this subclause 36.1 without payment of monetary compensation to the *Contractor* for doing so. No *variation* shall invalidate or amount to a repudiation of the *Contract*.'

Delete the last sentence of subclause 36.2.

Delete the existing text of subclause 36.4 and replace with.

'The *Superintendent* shall, as soon as possible, price each *variation* using the following order of precedence:

- (a) prior agreement;
- (b) rates or prices in a *price schedule* to the extent that it is reasonable to use them;
- (c) *variation rates* (or where no applicable *variation rates* are included in the *Contract*, other applicable rates or prices in the *Contract*);
- (d) reasonable rates or prices, which shall include the percentage stated in *Item 27A* for profit, and if the *Superintendent* considers it reasonable to do so, the percentage stated in *Item 27A* for overheads,

and any deductions shall include the full value of the deducted *work* (including profit and overheads) unless the *Superintendent* considers it reasonable to exclude an amount for overheads, in which case the amount so excluded shall not exceed the percentage stated in *Item 27A* for overheads.

That price shall be added to or deducted from the *contract sum*, as the case may be.

For clarity, percentages for profit and overheads shall be calculated independently of each other, not cumulatively.

Notwithstanding anything else in this subclause 36.4 or elsewhere in the *Contract*, the *Principal* shall not be liable upon any *claim* in connection with an *informal variation direction* unless the *Contractor* gives the *Superintendent* a written notice which:

- (a) identifies the *informal variation direction*; and
- (b) states that the *Contractor* considers the *informal variation direction* is a *direction* for a *variation*,

within 5 *business days* after the *informal variation direction* is first given to the *Contractor*.'

### 37 PAYMENT

---

Delete the second paragraph of subclause 37.1, and insert:

'With each progress claim, the *Contractor* must submit the statutory declaration included in Annexure Part I, and any other documentation which the *Contract* elsewhere requires to be submitted with a progress claim.'

Delete the existing text of subclause 37.2 and insert:

'The balance remaining after all *required deductions* are deducted from the *claimable amount* shall be due from the *Principal* to the *Contractor*, or the *Contractor* to the *Principal*, as the case may be. The *Superintendent* shall, before the end of the *response period*, issue to the *Principal* and to the *Contractor* a *progress certificate* evidencing the *Superintendent's* opinion of that balance and, if that balance is different to the amount claimed by the *Contractor*, the reason for that difference.

If the *Contractor* does not make a progress claim in accordance with *Item 28*, the *Superintendent* may nevertheless issue the *progress certificate*.

Unless the *Principal* itself issues a *payment schedule* which complies with the requirements of the *security of payment legislation* within the timeframes permitted under that legislation, the *Superintendent's progress certificate* or *final certificate* (as the case may be) shall be deemed to be the *Principal's payment schedule*, and to the extent that it is necessary for the *Principal* to do so, the *Principal* authorises the *Superintendent* to receive progress claims and issue *payment schedules* on its behalf.

Subject to the following paragraph, if the *progress certificate* shows that an amount is due to the *Contractor*, then the *Principal* shall pay the amount of the *progress certificate* before the end of the *payment period*. If the *progress certificate* shows that an amount is due to the *Principal*, the *Contractor* shall pay the *Principal* the amount of the *progress certificate* within 15 *business days* after receiving the *progress certificate*.

If the *Superintendent* fails to include a *required deduction* in a *progress certificate*, then the *Principal* may nevertheless deduct that *required deduction* from the amount shown in the certificate and pay the balance (if any) to the *Contractor*.

Neither a *progress certificate* nor a payment of monies shall be evidence that the subject *WUC* has been carried out satisfactorily. Payment other than *final payment* shall be on account only.'

In the second paragraph of subclause 37.4, delete 'Within 42 days after the expiry of the last defects liability period' and insert 'Before the end of the *response period*'.

Delete the third paragraph of subclause 37.4 and replace with:

'If the *final certificate* shows that an amount is due to the *Contractor*, then the *Principal* shall pay the amount of the *final certificate* before the end of the *payment period*. Otherwise, the *Contractor* shall pay the *Principal* the amount of the *final certificate* within 15 *business days* after receiving the *final certificate*.'

### 39 DEFAULT OR INSOLVENCY

---

Delete the existing text of paragraph (e) of subclause 39.2 and insert:

- '(e) in respect of subclauses 37.1 and 38.1, failing to provide a statutory declaration or documentary evidence or providing a statutory declaration or documentary evidence which is false, misleading or deceptive in any material respect; and
- (f) failing to comply with an obligation under, warranty given or representation made in clause 2B;'

### 39A TERMINATION FOR CONVENIENCE

---

Insert a new clause 39A as follows:

#### **39A TERMINATION FOR CONVENIENCE**

39A.1 (**Right to terminate**) The *Principal* may at any time, and for any reason, in its absolute discretion, terminate this *Contract* by giving written notice to the *Contractor*.

39A.2 (**Obligations and rights after termination**) If the *Principal* exercises its right under this clause 39A, then:

- (a) the *Contractor* must comply with all reasonable *directions* of the *Principal* in connection with the termination;
- (b) the *Principal* may complete the uncompleted part of *WUC* itself or have it completed by others; and
- (c) the *Principal* may, without payment of compensation to the *Contractor*, take possession of and use any documents (including design documents) and any goods which have become the property of the *Principal* and the *Principal* shall have a right of access to any premises at which those things are held in order to recover possession of those things.

39A.3 (**Payment on Termination**) The *Superintendent* shall issue a certificate evidencing, and the *Principal* shall, subject to the *Contract*, pay the *Contractor*:

- (a) the same payments that would have been payable if the *Contract* was frustrated under clause 40 with references to 'frustrated' and 'frustration' in clause 40 being read as references to 'terminated' and 'termination' respectively; plus
- (b) an additional amount equal to 5% of the balance of the *contract sum* remaining after deducting all amounts paid or payable to the *Contractor* pursuant to the *Contract* (including under subclause 39A.3(a)),

except that the total amount payable to the *Contractor* under the *Contract* shall not exceed the amount which would have been payable had the *Contract* not been terminated and the *Contractor* completed *WUC* in accordance with the *Contract*. The *Principal* shall not be liable upon any other *claim* in connection with the termination.'

### **39B PRINCIPAL'S RIGHTS ON FAILURE OF CONTRACTOR TO CARRY OUT AN OBLIGATION**

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Insert new clause 39B as follows:

#### **'39B PRINCIPAL'S RIGHTS ON FAILURE OF CONTRACTOR TO CARRY OUT AN OBLIGATION**

Without limiting the *Principal's* other rights, where the *Contractor* fails to carry out any obligation under the *Contract* (including the obligation to comply with a *direction* of the *Superintendent*) the *Principal* may, after giving five *business days* notice (unless urgent action is required, in which case the *Principal* need not give notice) to the *Contractor*, carry out that obligation itself or have it carried out by others. If the *Principal* incurs more cost in carrying out the obligation itself, or having it carried out by others than it would have incurred if the *Contractor* had carried out the obligation then those additional costs shall be a debt due and payable by the *Contractor* to the *Principal* and shall be certified as such by the *Superintendent*. The *Principal* shall be entitled to have access to the *site* and any other place where an obligation under the *Contract* is to be carried out in order to exercise the rights provided by this clause 39B.'

### **41 NOTIFICATION OF CLAIMS**

---

Delete the first paragraph of subclause 41.1 and replace with:

'References in clause 41 to a 'claim' are to be taken as references to a '*claim*' whether or not the term is italicised.'

In subclause 41.2, delete 'a party' and replace with 'the *Principal*' and delete 'the other party' and replace with 'the *Contractor*'.

Insert the following at the end of subclause 41.2:

'Notwithstanding any other provision of the *Contract*, the *Principal* shall not be liable upon any *claim* by the *Contractor*.

- (a) which is required to be communicated in accordance with another provision of the *Contract* unless the *claim* has been communicated strictly in accordance with that provision;
- (b) to which subclause 41.1 applies unless the *Contractor* has given the *Principal* a *prescribed notice* within 45 *business days* after first becoming aware of the circumstances giving rise to the *claim*.'

Insert the following at the end of subclause 41.3:

'For clarity, within 49 days of receipt of a *prescribed notice*, the party receiving a *prescribed notice* may give the *Superintendent* and the other party submissions in respect of the *claim* and the *Superintendent* shall be entitled to consider those submissions in assessing the *claim*.'

### **42 DISPUTE RESOLUTION**

---

In subclause 42.2:

Delete 'or to agree on methods of doing so' from the first paragraph.

Delete 'or methods' from the first paragraph.

Delete 'arbitration' from the second paragraph and insert:

'mediation which shall be conducted in accordance with the mediation rules published by the Resolution Institute current as at the *date of acceptance of tender*'.

Delete the existing text of subclause 42.3 and insert 'Not used'.

In subclause 42.4 delete 'herein' and insert 'in subclauses 42.1 and 42.2'

Insert a new subclause 42.5 as follows:

**'42.5 Disputing a direction of the Superintendent**

Notwithstanding anything else in this clause or elsewhere in the *Contract*, unless a notice of *dispute* disputing a *direction* of the *Superintendent* is given in accordance with subclause 42.1 within *25 business days* after the *direction* is given:

- (a) the *Contractor* will be deemed to have irrevocably accepted the *direction* and shall be barred from disputing the *direction* under this *Contract* or otherwise; and
- (b) the *Principal* shall not be liable upon any *claim* that is inconsistent with the *direction*.'



Annexure Part D – Drawings/Maps

Annexure Part D – Drawings/Maps

**[DELETE THIS PAGE AND INSERT DRAWINGS IN EXECUTION COPY OF CONTRACT]**

Annexure Part E – Specification

Annexure Part E – Specification

**[DELETE THIS PAGE AND INSERT SPECIFICATION IN EXECUTION COPY OF CONTRACT]**

Annexure Part F – Methodology

Annexure Part F – Methodology

**[DELETE THIS PAGE AND INSERT SPECIFICATION IN EXECUTION COPY OF CONTRACT]**



Annexure Part G – Price Schedule

Annexure Part G – Price Schedule

[DELETE THIS PAGE AND INSERT PRICE SCHEDULE IN EXECUTION COPY OF CONTRACT]



Annexure Part H – Variation Rates

Annexure Part H – Variation Rates

**[DELETE THIS PAGE AND INSERT VARIATION RATES IN EXECUTION COPY OF CONTRACT]**

Annexure Part I – Contractor's Statutory Declaration

**Oaths Act 1867  
STATUTORY DECLARATION**

QUEENSLAND  
TO WIT

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Queensland, do solemnly and sincerely declare that, in relation to the Contract between Etheridge Shire Council and \_\_\_\_\_ (**Contractor**), for the \_\_\_\_\_ (**Contract**):

1. I hold the position of \_\_\_\_\_. Having made all reasonable inquiries, I am in a position to know the facts contained herein and am duly authorised by the Contractor to make this declaration on its behalf.
2. All subcontractors, suppliers, and consultants ('subcontractors') of the Contractor have been paid all that:
  - (a) \_\_\_\_\_ is due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted in respect of their part of the work under the Contract; and
  - (b) \_\_\_\_\_ the subcontractors have claimed is due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted in respect of their part of the work under the Contract,

except as disclosed in paragraph 3.

3. The Contractor has not paid the following amounts which are due and payable to subcontractors or which subcontractors claim are due and payable to them:

Name of subcontractor	Date of claim	Amount claimed	Amount paid	Reason for not paying amount claimed

4. All the Contractor's employees who at any time have been engaged on work under the Contract by the Contractor have been paid, in accordance with the relevant award or industrial instrument, all moneys due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted (including, without limitation building industry superannuation and long service leave levies), except as disclosed in paragraph 5.

5. The Contractor has not paid the following amounts which are due and payable to workers:

Name of worker	Amount unpaid	Basis of payment (e.g. wages)	Reason for not paying amount claimed

6. All subcontracts and employee agreements are in accordance with applicable law and any specific requirements in the Contract.
7. The Contractor is not aware of any current or potential legal action against it which it has not previously disclosed to the Principal.
8. The Contractor remains able to pay its debts as and when they become due and payable. None of the events described in subclause 39.11(a), (b), (c) or (d) of the AS4000-1997 General Conditions of Contract (or any analogous event) has occurred in relation to the Contractor since the date on which the Contractor submitted its tender for the Contract to the Principal.
9. No non-conforming building products (as that term is defined in the *Queensland Building and Construction Commission Act 1991* (Qld) or building products the subject of a warning statement issued by the Minister have been incorporated into the works.

10. All insurances which are required to be effected and maintained under the Contract remain in place.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867*.

Taken and declared at )  
this            day of        )  
before me:                    )

\_\_\_\_\_  
 Solicitor    Justice of the Peace  
 Commissioner for declarations

\_\_\_\_\_  
Signature of Deponent

Annexure Part J – Other Documents

Annexure Part J – Other Documents

[DELETE THIS PAGE AND INSERT OTHER DOCUMENTS IN EXECUTION COPY OF CONTRACT]



# RESPONSE SCHEDULES

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**Northern and Central Queensland Monsoon and Flooding  
January 2023**

CONTRACT NO.: ESC2023-002



## **Notice to Tenderer: Collection, Use and Disclosure of Information**

### **1. Information Privacy**

1.1 *The Principal collects personal information and non-personal information in the Tender so that it can properly conduct the procurement process and otherwise carry out its functions as a local government authority. The Principal is authorised to collect this information under the Local Government Act 2009 (Qld) (LGA) and the Local Government Regulation 2012 (Qld). The information in the Tenderer's Tender will be accessible by employees of the Principal and third party personnel engaged to assist the Principal in conducting the procurement process or otherwise carrying out the functions of the Principal. Information in the Tender may also be disclosed in accordance with the Procurement Process Conditions and as required by law, including the Local Government Regulation 2012 (Qld) (LGR) and the Right to Information Act 2009 (Qld) (the RTI Act) as described below.*

### **2. Publication and display of relevant details under Local Government Regulation**

2.1 *The LGR provides that the Principal must, as soon as possible after entering into a contractual arrangement worth \$200,000 or more (exclusive of GST) publish relevant details of the contract (including the person with whom the Principal has entered into the contractual arrangement, the value of the contractual arrangement and the purpose of the contractual arrangement) on the Principal's website and display relevant details of the contract in a conspicuous place in the Principal's office. The relevant details must be published or displayed in this manner for a period of at least 12 months.*

2.2 *The Principal may also be required to make documentation and information contained in, or provided by the Tenderer in connection with, a Tender (including documentation and information identified by the Tenderer as confidential) publicly available where that documentation or information is:*

- (a) *discussed in a local government meeting (as that term is defined in the LGA (**Local Government Meeting**));*
- (b) *included in a report or other document that:*
  - (i) *relates to an item on the agenda for a Local Government Meeting and is made available to councillors or committee members for the purposes of the meeting;*
  - (ii) *is directly relevant to a matter considered or voted on at a Local Government Meeting; or*
  - (iii) *is presented at a Local Government Meeting for the consideration or information of the local government or committee; or*
- (c) *otherwise required to be disclosed pursuant to a provision of the LGA or the LGR.*

### **3. Disclosure under Right to Information Act**

3.1 *The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including the Principal). The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest. Information or documentation contained in or provided by a Tenderer in connection with a Tender is potentially subject to disclosure to third parties, including documentation and information identified by the Tenderer as confidential. Any application for disclosure will be assessed in accordance with the terms of the RTI Act.*

3.2 *Notwithstanding any other provision of the Tender Documents or a Tender, if a Tender is accepted, the Principal may publish on a Queensland Government website or by any other means, contract information including:*

- (a) *the name and address of the Principal and the successful Tenderer;*
- (b) *a description of the goods and/or services to be provided or works to be carried out pursuant to the contract;*
- (c) *the date of award of the contract (including the relevant stages if the contract involves more than one stage);*
- (d) *the contract value (including the value for each stage if the contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of Tenders);*
- (e) *the procurement method used; and*
- (f) *for contracts with a value over \$10 million, the contract, or summary information in respect of the contract, between the Principal and the Tenderer.*

# Tender Overview and Checklist

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The Tenderer is to attach this checklist and all of the documents and information stated in the table below, to its Tender. A Tender which does not include this checklist and all of the information below may be treated as a Non-Conforming Tender. Terms which are capitalised but not defined in these Response Schedules have the meaning assigned to them in the written request for tender documents which were issued or made available to the Tenderer with these Response Schedules.

Item	Included – Yes ✓	Included – No X
<b>Tender Form</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule A – Tenderer Details, Conflict of Interest and Legal Matters</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A1 – Tenderer Details	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A2 – Tenderer’s Representative	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A3 – Conflict of Interest	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A4 – Legal Matters	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule B – Financial Details and Solvency</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B1 – Financial Details of Tenderer	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B2 – Solvency of Tenderer	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule C – Insurances</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule D – Business Profile (Local, Social and Sustainability)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule E – Experience and Technical Capacity</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule F – Key Personnel, Subcontractors, Suppliers and Consultants</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F1 – Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F2 – Subcontractors, Suppliers and Consultants	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule G – Resources</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule H – Management Systems</b>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Included – Yes ✓	Included – No X
Schedule H1 – Work Health and Safety	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H2 – Environmental Management	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H3 – Quality Assurance	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H4- Traffic Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schedule H5- Fatigue Management system	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule I – Work procedures and methodology</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule J – Works Under Contract- wet hire local content</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule K – Pricing and Cash Flow</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule K1 – Pricing	<input type="checkbox"/>	<input type="checkbox"/>
Schedule K2 – Cash Flow Projection	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule L – Statement of Departures</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule M – Not used	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule N – Additional Information</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule O – Not used</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule P – Not used</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule Q – Not used</b>	<input type="checkbox"/>	<input type="checkbox"/>

# Tender Form

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Northern and Central Queensland Monsoon and Flooding  
January 2023  
Contract Number: ESC2023-002 tracking

TENDERER: [TENDERER TO INSERT CORRECT LEGAL ENTITY OF TENDERER]:

1. [TENDERER TO INSERT CORRECT LEGAL ENTITY OF TENDERER] lodges a Tender for the provision of [DESCRIBE GOODS AND/OR SERVICES] in accordance with the Tender Documents, incorporating:
  - (a) the Request for Tender; and
  - (b) the following Addenda:
  
3. acknowledges that it has read and understood the Tender Documents and in particular all of its obligations under, warranties given or to be given in, and representations made or to be made in the Tender Documents or any part of them; and
  
4. acknowledges that this Tender remains valid and open for acceptance until the end of the Tender Validity Period.
  
5. acknowledges that the tender is non-collusive and competitive with no knowledge of price or other offers of tenders submitted by competitors.

Signed for and on behalf of the Tenderer by:

Name: [TENDERER TO INSERT NAME OF SIGNATORY] \_\_\_\_\_

Position: [TENDERER TO INSERT POSITION OF SIGNATORY] \_\_\_\_\_

Signature: [TENDERER TO SIGN] \_\_\_\_\_

Date: [TENDERER TO INSERT DATE] \_\_\_\_\_

who warrants that they are duly authorised to sign for and on behalf of [TENDERER TO INSERT NAME OF TENDERER]

*Note: The Tender Form is to be signed for and on behalf of the Tenderer by a person or persons having full authority to bind the Tenderer for the purposes of the Tender and evidence of such authority must be provided on request.*

# Schedule A – Tenderer Details, Conflict of Interest and Legal Matters

---

## Schedule A1 – Tenderer Details

Name of Tenderer:

Head Office Address:

Local Branch Office Address:

ABN or ACN:

Trading As:

QBCC Licence No. (if applicable):

QBCC Licence Category (if applicable):

Telephone Number:

Name of Directors:

Name of Manager:

Name of Secretary:

Name of Parent Company:

Names of Subsidiary and Associated Companies:

Is the Tenderer acting as a trustee of a Trust?

Name and Details of Tenderer's Trust\*

Trust Name:

Names and addresses of all of beneficiaries:

\* **Note:** The Tenderer is to include a copy of the trust deed, tick if attached: Yes  No

## Schedule A2 – Tenderer’s Representative

Please identify the person who will be the Tenderer’s representative during the Procurement Process.

Name of Representative:

Office Number:

Mobile Number:

Email address:

Postal Address:

## Schedule A3 – Conflict of Interest

Will any actual or potential conflict of interest in the performance of the Tenderer’s obligations exist if the Tenderer is engaged to carry out the whole or part of the Scope during the Term, or are any such conflicts of interest likely to arise during the life of the contract? Yes  No

If Yes, please provide details of any actual or potential conflict of interest and the way in which any conflict will be dealt with below:

[Click once and start typing]

## Schedule A4 – Legal Matters

Please provide details of any significant outstanding legal matters affecting the Tenderer or any significant legal disputes involving the Tenderer settled or determined in the last three (3) years.

Nature of legal matter	Status of legal matter	Date resolved (if resolved)

**Note:** This is a mandatory schedule. If there are no legal matters to note please indicate “Not Applicable”.

# Schedule B – Financial Details and Solvency

## Schedule B1 – Financial Details of Tenderer

The Tenderer must provide the details below. The Tenderer must verify the responses noted in this Schedule by providing an independent auditor's report for the last 3 financial years.

Item	Last 3 financial years ending June 30:		
	2019/2020	2020/2021	2021/2022
1. Turnover (revenue) including contract receipts			
2. Direct expenses			
3. Gross profit			
4. Operating expenses			
5. Net profit			
6. Current Assets <ul style="list-style-type: none"> <li>- Cash</li> <li>- Trade debtors</li> <li>- Inventory</li> <li>- Other</li> </ul>			
7. Current liabilities <ul style="list-style-type: none"> <li>- Trade creditors</li> <li>- Provisions: <ul style="list-style-type: none"> <li>i. Employee entitlements</li> <li>ii. Income tax</li> </ul> </li> <li>- Other</li> </ul>			
8. Working capital (Item 6 minus Item 7)			
9. Non-current assets <ul style="list-style-type: none"> <li>- Loans</li> <li>- Investments</li> <li>- Property, plant and equipment</li> </ul>			
10. Non-current liabilities <ul style="list-style-type: none"> <li>- Loans</li> <li>- Creditors</li> <li>- Provisions</li> <li>- Other</li> </ul>			
11. Net assets (Item 8 plus Item 9 minus Item 10)			
12. Shareholders/proprietors funds <ul style="list-style-type: none"> <li>- Share capital</li> <li>- Reserves</li> <li>- Accumulated profits/losses</li> </ul>			

Item	Last 3 financial years ending June 30:		
	2019/2020	2020/2021	2021/2022
(Total of Item 11 should equal total of Item 12)			



## Schedule B2 – Solvency of Tenderer

Item	Tick Yes or No
1. Is the Tenderer currently, or has the Tenderer at any time in the last 5 years been, unable to pay its debts as and when they become due and payable?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Is a liquidator or provisional liquidator currently appointed in respect of the Tenderer or has one been appointed in respect of the Tenderer in the last 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Is, or at any time in the last 5 years has, a controller, manager, trustee, receiver, receiver and manager, administrator or similar officer been appointed to the Tenderer or any asset of the Tenderer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. In the last 5 years, has any application (not being an application stayed, withdrawn or dismissed within 14 days) been made to a court for an order, or has an order been made, a meeting convened or a resolution passed, for the purpose of: <ul style="list-style-type: none"> <li>- appointing a person referred to in paragraphs 2 or 3;</li> <li>- winding up or de-registering a party; or</li> <li>- proposing or implementing a scheme of arrangement</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. In the last 5 years has any application (not being an application stayed, withdrawn or dismissed within 14 days) been made to a court for an order, or has an order been made, a meeting is convened, a resolution is passed or any negotiations commenced, for the purpose of implementing or agreeing: <ul style="list-style-type: none"> <li>- a moratorium of debts of any party;</li> <li>- any other assignment, composition or arrangement (formal or informal) with a party's creditors; or</li> <li>- any similar proceeding or arrangement by which the assets of a party are subjected conditionally or unconditionally to the control of that party's creditors or a trustee,</li> <li>- or any agreement or other arrangement of the type referred to in this paragraph 5 been ordered, declared or agreed.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>

# Schedule C – Insurances

---

The Scope describes the insurance requirements for the project. The Tenderer is to provide details of the following insurances and attach certificates of insurance for the following:

## **WORKERS COMPENSATION**

Policy Number:

Expiry Date:

## **PUBLIC AND PRODUCT LIABILITY**

The Principal to be noted as an interested party on the policy.

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

## **PROFESSIONAL INDEMNITY (if required by the Scope)**

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

## **THIRD PARTY AND COMPREHENSIVE MOTOR VEHICLE INSURANCE (for each vehicle used by the Tenderer in performing its obligations in connection with the Tender) (if required by the Scope)**

Insurance Company:

Policy Number:

Expiry Date:

## **PLANT AND EQUIPMENT INSURANCE (for each item of plant used by the Tenderer in performing its obligations in connection with the Tender) (if required by the Scope)**

Insurance Company:

Policy Number:

Expiry Date:

## Schedule D – Business Profile (Local, Social and Sustainability)

---

The Tenderer is to provide the following information

- Locality of Tenderer or service facility;
- Knowledge of the region and the operation of the Principal;
- Describe any social benefits provided to the local community if your company was awarded the contract;
- Provide details on any established programs within your company for traineeships, scholarships or apprenticeships;
- Describe any Indigenous employment initiatives and targets;
- Describe any disability employment initiatives and targets, fostering access and inclusion in the workplace;
- Provide details on your company's organisational environmental values and how your company integrates consideration of environmental factors into your operational activities;
- Outline sustainable items or practices that will be utilised in relation to the Scope;
- Describe the training your company provides to their employees to ensure they are aware of, and committed to environmental awareness, sustainable practices and waste reduction; and
- Detail the extent of parts of the Scope to be supplied by suppliers from the Principal's Local Government Area and express as a percentage of the Price.

## Schedule E – Experience and Technical Capacity

---

Provide details of the provision of goods and/or services similar to those identified in the Scope currently underway by the Tenderer:

Project Name	Scope Performed Relevant to this Tender	Amount of Contract (\$AUD)	Start Date	Anticipated Completion Date
		\$		
		\$		
		\$		

Please provide details of the provision of goods and/or services similar to those identified in the Scope by the Tenderer in the last 5 years:

Project Name	Scope Performed Relevant to this Tender	Amount of Contract (\$AUD)	Client Name and Contact Details
		\$	
		\$	
		\$	

# Schedule F – Key Personnel, Subcontractors, Suppliers and Consultants

---

## Schedule F1 – Key Personnel

The Tenderer is to provide the following in relation to its key personnel for this Tender

- (a) Details of key personnel and their roles/functions, experience and capability in the performance of similar scope. List demonstrated experience and ability to respond to problems and performance issues. This is required for the following key personnel:
  - Supplier's Representative
  - [insert]
- (b) Curriculum Vitae (one page CVs) of key personnel including listing previous experience in performing similar scope, role undertaken, qualifications/certifications held, and memberships of any professional or business associations.
- (c) Details of organisational structure for the Scope to be undertaken.
- (d) Details of alternative staff and their experience and capability in the performance of the Scope should any of the proposed key personnel not be available to undertake the Scope.
- (e) Details of plant, equipment and materials to deliver the Scope. List contingency measures / back up of resources for plant, equipment and materials.

## Schedule F2 – Subcontractors, Suppliers and Consultants

The Tenderer is to complete the following to describe those parts of the Scope that the Tenderer proposes to subcontract.

Part of Scope	Subcontractor / Supplier / Consultant Name and Address	Relevant Experience

*(Include additional sheets if there is insufficient space provided)*

## Schedule G – Resources

---

The Tenderer is to provide details of plant, equipment and materials which it will use in delivering the Scope. List contingency measures /back up of resources for plant, equipment and materials.

# Schedule H – Management Systems

## Schedule H1 – Work Health and Safety

This Schedule forms part of the tender evaluation and is to be completed by the Tenderer.

The Tenderer must, if and when requested to do so by the Principal, verify the responses noted in this Schedule by providing copies of relevant policies, procedures, certificates etc. that provides evidence of their ability and capacity to effectively manage their WHS responsibilities for the contract.

Item	Tick Yes or No
1. Does your business or organisation have third party certification for work health and safety, e.g. to AS/NZS 4801 or other?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, by whom: Certificate Number: <i>(Attach a copy of your Accreditation Certificate)</i>	
2. Does your business or organisation have a random drug and alcohol Policy? <i>(Attach a copy of your Policy)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>IF TENDERER HAS ANSWERED 'YES' TO QUESTIONS 1 AND 2, TENDERER IS NOT REQUIRED TO COMPLETE QUESTIONS 3 TO 9.</b>	
3. Does the Tenderer have an internal work health and safety management system or plan ( <b>not</b> third party certified)? <i>(If yes, attach evidence such as a copy of the manual)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does your business or organisation have documented safe work methods statements (SWMS) and other procedures for all identified high-risk work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Does your business or organisation have appropriate systems and/or documented procedures for reporting of incidents and hazards?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Is there a person appointed to look after health and safety in the workplace?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, state person's name and position: Name: Position:	
7. Are all employees aware of their obligations for personal protective equipment (PPE)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
8. Does your business or organisation have current and appropriate qualifications, licences to undertake each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Item	Tick Yes or No
9. Does your business or organisation undertake appropriate on site induction and training relevant to each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Workplace Health and Safety Record	Tick Yes or No
1. Has your business or organisation been issued any improvement, infringement or prohibition notices by any workplace health and safety regulator in the past two years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Has your business or organisation been prosecuted by any workplace health and safety regulator in the past 5 years.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Have any of the directors of your business or organisation or the Key Personnel listed in Schedule F1 been prosecuted by any workplace health and safety regulator in the past 5 years.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Is your business or organisation currently the subject of an investigation by any workplace health and safety regulator as a result of the occurrence of a notifiable incident or has your business or organisation been investigated by any workplace health and safety regulator in the past 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Are any of the directors of your business or organisation or the Key Personnel listed in Schedule F1 currently the subject of an investigation by any workplace health and safety regulator as a result of the occurrence of a notifiable incident or have any of them been investigated by any workplace health and safety regulator in the past 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. In the last five years, have any fatalities occurred on a site where your business or organisation was the head contractor?	Yes <input type="checkbox"/> No <input type="checkbox"/>



## Schedule H2 – Environmental Management

The Tenderer is to complete and attach this Schedule to its Tender. The purpose of this Schedule is to provide an overview of the status of the Tenderer's construction environmental management plan (EMP) documents and procedures. Tenderers must provide details of environmental management systems, or processes and procedures

The Tenderer must, if and when requested to do so by the Principal, verify the responses noted in this Schedule by providing copies of the project site specific environmental management plan, site-specific cultural heritage protection searches and any other documented evidence on request by the Principal.

1. Has your business or organisation been third party certified for environmental management systems e.g. ISO 14000 series or other?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, by whom: Certificate Number: <i>(Attach a copy of Accreditation Certificate)</i>	
2. Does the Tenderer have an internal environmental management system? <i>(If yes, attach evidence such as a copy of the manual)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is the Tenderer aware of the relevant provisions within the Principal's environmental policy and will commit to the requirements of the environmental policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is the Tenderer aware of the environmental & cultural heritage protection requirements relevant to this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Is the Tenderer aware of the biosecurity requirements relevant to this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Schedule H3 – Quality Assurance

The Tenderer is to complete and attach this Schedule to its Tender.

The Tenderer must, if and when requested to do so by the Principal, verify the responses noted in this Schedule by providing copies of relevant quality policies, procedures, certificates etc. that provides evidence of their quality requirements for the contract.

Item	Tick Yes or No
1. Does your business or organisation have third party certification for Quality, e.g. to ISO 9001 series or other?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, by whom: Certificate Number: <i>(Attach a copy of your Accreditation Certificate)</i>	
<b>IF TENDERER HAS ANSWERED 'YES' TO QUESTIONS 1, TENDERER IS NOT REQUIRED TO COMPLETE QUESTIONS 2 TO 6.</b>	
2. Does the Tenderer have an internal quality system or plan ( <b>not</b> third party certified)? <i>(If yes, attach evidence such as a copy of the manual)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Does the Tenderer have a quality policy? <i>(If yes, attach evidence of the Policy)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does the Tenderer have documented quality procedures? <i>(If yes, attach evidence or copy of the procedures)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Are records of inspection, test and other quality assurance or quality control activities maintained and quality records kept for each specific project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Does the Tenderer undertake internal quality audits on a project or contract specific basis?	Yes <input type="checkbox"/> No <input type="checkbox"/>

# Schedule I – Work procedures and methodology

---

The Tenderer is to provide with its Tender a statement of its proposed arrangements, procedures and methodologies to be adopted by it in carrying out the Scope. In doing so, this statement is to address the following points:

- (a) a brief overview of the methodology proposed by the Tenderer for the execution of the Scope;
- (b) an understanding of the project objectives and deliverables;
- (c) how it will identify potential problems that may arise during performance of the Scope;
- (d) how it will overcome any such problems. Provide potential solutions to those problems;
- (e) identify construction/project risks and strategies for management and mitigation of these risks;
- (f) non-conformance management proposed;
- (g) provide a summary of any cost saving initiatives or opportunities that you have identified or recommend;
- (h) provide a summary of innovative procedures or any other innovation that you recommend or offer during the course of performance of the Scope;
- (i) details of how it proposes to co-ordinate and work with the Principal's staff and with other contractors which might be retained by the Principal on the same Site:
  - A. for the duration of the Scope; and
  - B. in respect to any shut downs of the Principal's facilities which may occur during the course of its performance of the Scope.

## Schedule J – Local Content

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# Schedule K – Pricing and Cash Flow

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## Schedule K1 – Pricing

This Schedule is attached separately and is to be completed and returned in **Excel format** with the Tender submission.

## Schedule K2 – Cash Flow Projection

The Tenderer is to provide a cash flow projection schedule.

The schedule is to

- (a) provide anticipated monthly progress claims for the duration of the Contract inclusive of accumulative totals; and
- (b) be consistent with any program included in the Tender.

# Schedule L – Statement of Departures

The Tenderer shall give details of any proposed amendments, qualifications or departures to the Contract contained in Part 4 – Contract or the scope contained in Part 5 – Scope of the Request for Tender, in the attached schedule, including:

1. the amendment, qualification or departure proposed;
2. the reason for proposing the change; and
3. the effect on the Tenderer's rates, prices or sums if the amendment, qualification or departure is accepted.

The Tenderer's Tender is subject to the following amendments, qualifications or departures:

Part, Clause or Item	Amendments, Qualifications or Departure	Reduction or increase in rates, prices or sums (\$AUD) if amendment, qualification or departure is accepted.*		
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$

\* **Note:** If nothing stated, the Tenderer warrants that the amendment, qualification or departure will have no effect on the Price.

\*\* **Note:** delete whichever is not applicable

Schedule M – Not used

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## Schedule N – Additional Information

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# Treatment Guide 2020–21



July 2021

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## Foreword

Prepared by the Queensland Reconstruction Authority (QRA), this *QRA Treatment Guide* provides a common set of treatments for the scoping of road reconstruction works following damage by natural disasters.

The treatment list represents the most commonly used treatments across the state. Detail of each treatment is provided to enable consistency of language and a common understanding of treatment inclusions/exclusions. A consistent treatment set also provides for consistency in the methodology for benchmarking local rates.

The guide will be reviewed from time to time to ensure emerging or common treatments are documented.

## Treatment list

Category	Reference	Treatment	Unit
Unsealed pavements	USP_LFG	Light formation grading	m
	USP_MFG	Medium formation grading	m
	USP_HFG	Heavy formation grading	m
	USP_HFG50	Heavy formation grading incorporating 50mm of imported material	m <sup>3</sup>
	USP_HFG75	Heavy formation grading incorporating 75mm of imported material	m <sup>3</sup>
	USP_GR	Gravel resheeting (excludes supply of material)	m <sup>3</sup>
	USP_GR100	Gravel resheeting 100mm	m <sup>3</sup>
	USP_GR150	Gravel resheeting 150mm	m <sup>3</sup>
	USP_GMS	Gravel/material supply	m <sup>3</sup>
	USP_RSTD	Reshape table drain (1 side)	m
Sealed pavement repairs	SPR_STB	In-situ stabilisation - including 50mm corrector. Excludes seal	m <sup>2</sup>
	SPR_GO	Granular overlay - overlay with imported material (≥150mm). Excludes seal	m <sup>2</sup>
	SPR_FBS	Foamed bitumen stabilisation - including 50mm corrector. Excludes seal	m <sup>2</sup>
	SPR_RR	Reconstruct unbound granular pavement. Excludes seal	m <sup>2</sup>
	SPR_RB	Reconstruct unbound granular base Excludes seal	m <sup>2</sup>
	SPR_PRL	Pavement repair - patch unbound pavement failure (≥20m <sup>2</sup> ). Includes 2 coat bitumen seal	m <sup>2</sup>
	SPR_POT	Pothole repair ≤1m <sup>2</sup>	each
	SPR_SCR	Crack repair	m
	SPR_PER	Edge repair	m
	SPR_USF	Reconstruct unsealed shoulder - repair isolated shoulder failure	m <sup>2</sup>
	SPR_HSG	Heavy shoulder grading - incorporating 50mm of imported material	m
	SPR_RSAC	Asphalt surfacing, ≤50mm thickness	m <sup>2</sup>
	SPR_RSSR	Bitumen spray seal, 2-coat	m <sup>2</sup>
Clearing and earthworks	EXC_HVC	Clear mixed debris and remove from site	m <sup>3</sup>
	EXC_RSOS	Bulk excavate surplus material and remove from site	m <sup>3</sup>
	EXC_RSS	Bulk excavate surplus material to spoil	m <sup>3</sup>
	BKF_IMP	Bulk fill - imported	m <sup>3</sup>
	BKF_LOC	Bulk fill - local	m <sup>3</sup>
Concrete works	CON_KER	Reconstruct concrete kerb	m
	CON_RCN	Reconstruct reinforced concrete	m <sup>3</sup>
	CON RFC	Repair with flowable concrete	m <sup>3</sup>

## Treatment list (cont)

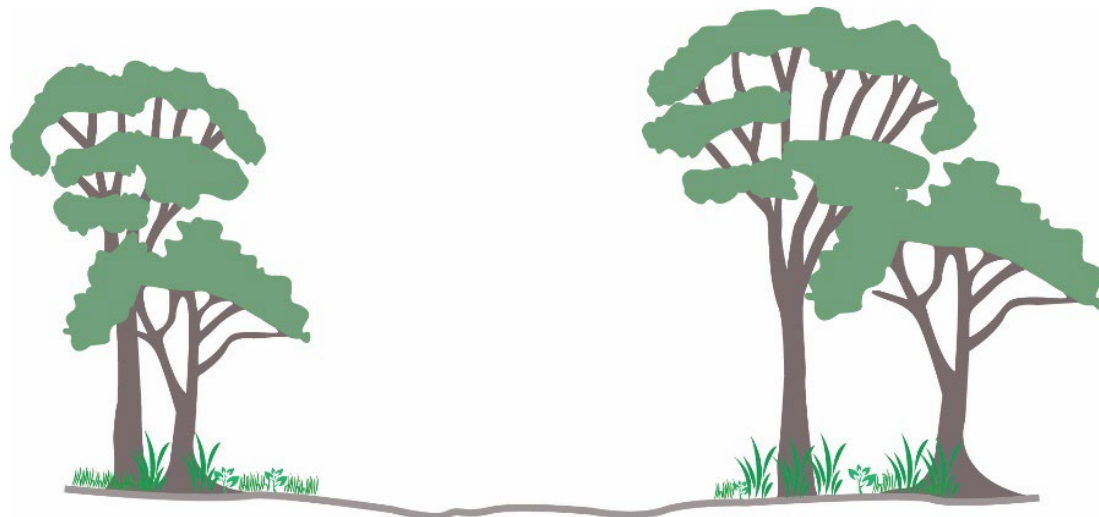
Category	Reference	Treatment	Unit
Drainage structures	CUL_RP	Repair drainage structure - excavate, repair and reinstate	m
	CUL_SIL	Desilt drainage structure - removal of silt and debris	m <sup>3</sup>
	CUL_RBC<600	Replace RCBC, nominal span ≤600mm.	m
	CUL_RBC<900	Replace RCBC, nominal span ≤900mm.	m
	CUL_RBC<1200	Replace RCBC, nominal span ≤1200mm.	m
	CUL_RBC>1200	Replace RCBC, nominal span >1200mm.	m
	CUL_RCP<375	Replace concrete pipe ≤375mm dia.	m
	CUL_RCP<600	Replace concrete pipe ≤600mm dia.	m
	CUL_RCP<900	Replace concrete pipe ≤900mm dia.	m
	CUL_RCP<1200	Replace concrete pipe ≤1200mm dia.	m
	CUL_RCP>1200	Replace concrete pipe >1200mm dia.	m
	CUL_RHW<375	Replace head/end wall ≤375mm pipe or RCBC	unit
	CUL_RHW<600	Replace head/end wall ≤600mm pipe or RCBC	unit
	CUL_RHW<900	Replace head/end wall ≤900mm pipe or RCBC	unit
	CUL_RHW<1200	Replace head/end wall ≤1200mm pipe or RCBC	unit
	CUL_RHW>1200	Replace head/end wall >1200mm pipe or RCBC	unit
Protection works	RK_RKP	Rock protection	m <sup>3</sup>
	RK_STP	Repair stone pitching	m <sup>2</sup>
	RK_MAT	Construct rock mattress	m <sup>3</sup>
Road furniture and delineation	RFD_RGET	Replace guardrail end treatment	each
	RFD_RG	Replace guardrail	m
	RFD_RP	Replace guide posts or markers	each
	RFD_RRS	Repair road signage	each
	RFD_RSF	Replace sign face only - standard road sign	each
	RFD_RCS	Replace sign (complete) - standard road sign, includes post	each
	RFD_RLN	Reinstate line marking	m
Other	OTHER	Other - including structures, retaining items	lump sum

## Unsealed roads overview

Treatment selection for the restoration of unsealed roads should be commensurate with the classification of the asset and its maintained condition prior to the disaster. Unsealed road assets are generally classified as either unformed, formed or gravelled.

### Unformed road

An unformed road is a road that has no constructed or maintained formation, or surface drainage.



*Figure 1 - Unformed road*

Unformed roads may have had vegetation intentionally cleared, or may simply be the result of vehicles travelling the same path over a period of time.

Unless the asset owner is able to demonstrate an appropriate level of maintenance has occurred (bulk-fill or clearing), works to unformed assets are generally ineligible. The treatments applicable to a maintained unformed road are bulk fill of scours using local material (BKF\_LOC), clearing of mixed debris (EXC\_HVC) and bulk excavation to spoil (EXC\_RSS).



## Formed road

A formed road is a road that has a constructed formation and, in most cases, table drains. A formed road is often constructed through grading of materials from the road reserve onto the road, resulting in the creation of table drains and a shaped formation.

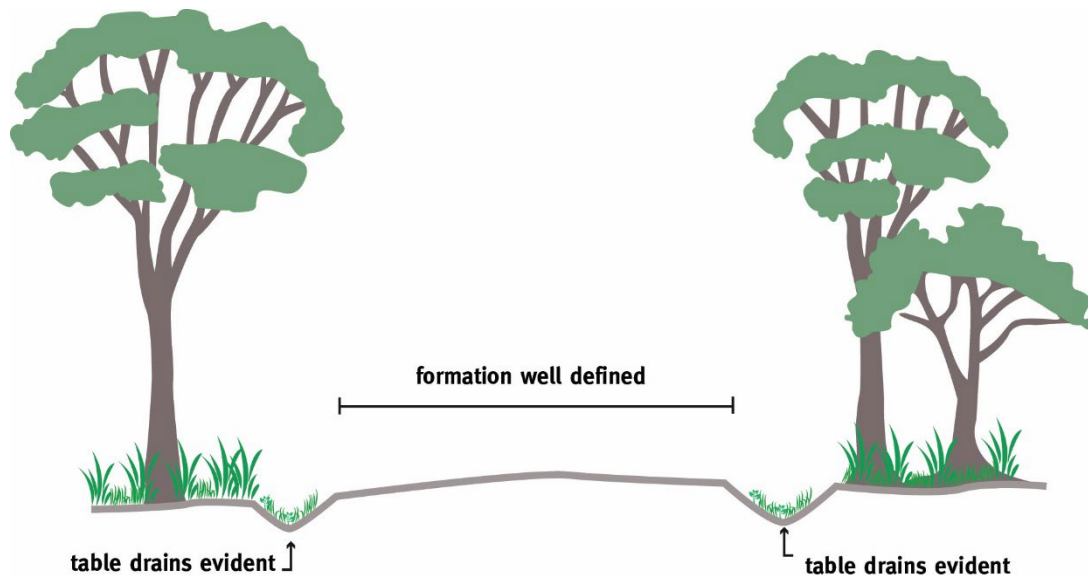


Figure 2 - Formed road

As no gravel is generally imported for this road classification, the import of gravel is generally not eligible. Where scouring or loss of material has occurred, bulk fill using local material (BKF\_LOC) from within the road corridor should be used.

Where sufficient material remains on the road, but loss of shape has occurred, the treatment should be limited to a **Medium formation grading (USP\_MFG)**.

Where rutting and loss of shape is extensive, **Heavy formation grading (USP\_HFG)** may be considered. The displaced formation material should be recovered from the table drains or within the road corridor.



## Gravel road

A gravel road is a road that has had a layer of gravel imported, compacted and maintained atop the formation. Gravel may vary from a material won from borrow pits, nearby ridges or quarries.

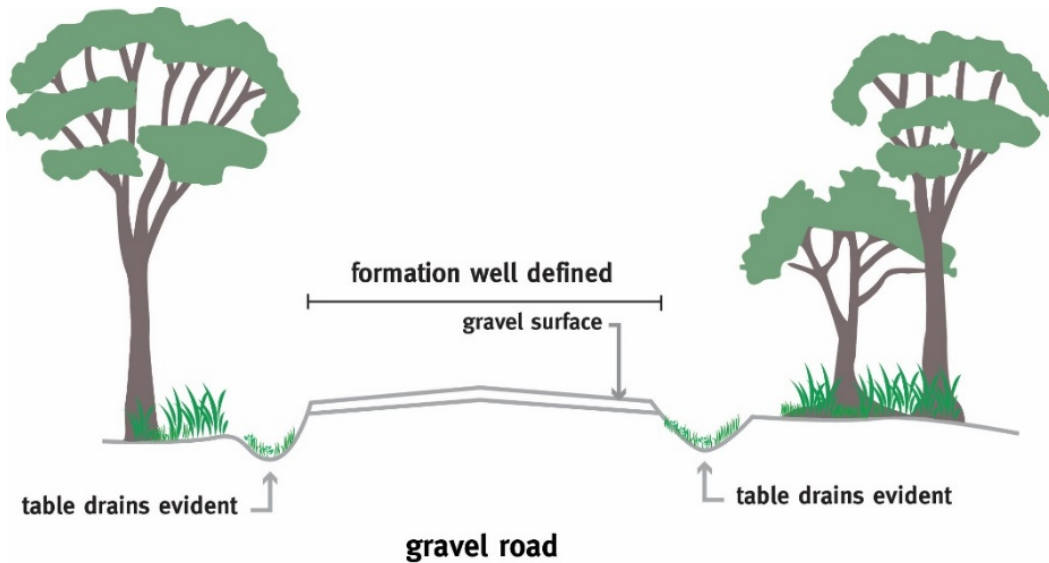


Figure 3 – Gravel road

Where rutting, loss of shape and gravel displacement has resulted, a **Medium formation grading (USP\_MFG)** should be nominated. Where displaced gravel is suitable and recoverable from drainage lines, it should be used as a component of the Medium formation grading.

Where the displaced gravel is non-recoverable/heavily contaminated and extensive damage to the roadway has resulted, import of material will likely be required. Considerations of the use of Heavy Formation Grade and Gravel resheet treatments is provided below:

- Where gravel remains on the roadway (i.e.  $\geq 25$ mm thickness), but gravel displacement and loss of shape is evident, a **Heavy formation grading (USP\_HFG) + Gravel/material supply (USP\_GMS)** should be nominated. The gravel supply volume should be commensurate with the volume of material lost as a result of the event. A minimum gravel thickness of 75mm (inclusive of gravel remaining on roadway) is generally required for constructability purposes
  - to achieve this, where  $\geq 25$ mm thickness remains on the roadway, a **Heavy formation grading incorporating 50mm of imported material (USP\_HFG50)** should be nominated
  - where loss of gravel as a result of the event exceeded 50mm, a Heavy formation grading incorporating 75mm of imported material (**USP\_HFG75**) may be nominated
  - where loss of gravel as a result of the event exceeded 75mm, a Gravel Re-sheet should be nominated
- Where loss of both shape and gravel is evident, and no useable gravel remains on the roadway (i.e.  $< 25$ mm depth), a **100mm Gravel resheet (USP\_GR100)** should be nominated. A **150mm Gravel resheet (USP\_GR150)** may be nominated only where supported by asset registers and maintenance records. Imported material should be consistent with material in-place pre-disaster or material currently utilised by the asset owner in maintaining the asset.
- Where loss of shape has occurred, but no loss of gravel is evident as a result of the event, a **Heavy formation grading (USP\_HFG)** should be nominated. As gravel loss is not evident, Gravel/material supply is not eligible.
- Where road subgrade is exposed, loss of shape is general only (wear and tear), and no loss of gravel is evident as a result of the event, works would be considered ineligible.

## Unsealed road treatments

All grading and resheet treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- clean up of site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Reference	Treatment	Unit
USP_LFG	Light formation grading	m
USP_MFG	Medium formation grading	m
USP_HFG	Heavy formation grading	m
USP_HFG50	Heavy formation grading incorporating 50mm of imported material	m <sup>3</sup>
USP_HFG75	Heavy formation grading incorporating 75mm of imported material	m <sup>3</sup>
USP_GR	Gravel resheeting (excludes supply of material)	m <sup>3</sup>
USP_GR100	Gravel resheeting 100mm	m <sup>3</sup>
USP_GR150	Gravel resheeting 150mm	m <sup>3</sup>
USP_GMS	Gravel/material supply	m <sup>3</sup>
USP_RSTD	Reshape table drain (1 side)	m

## Light formation grading

For gravel roads damage as a result of an activated event, a **Light formation grading** is often undertaken during the emergency works period to restore rideability prior to restoration works. Where the road is formed only (not gravelled), and loss of shape and material is minor only, a **Light formation grading** may be appropriate for restoration works to restore shape.

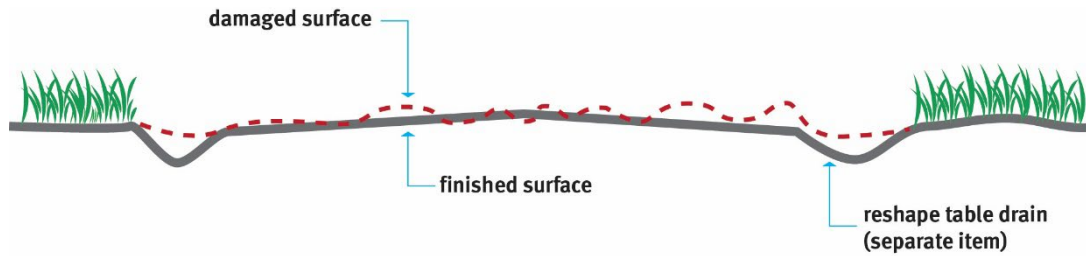


Figure 4 – Light formation grading

Treatment: **USP\_LFG**

Unit of measurement: m

Summary: Light trimming by grader of unsealed road surface to restore rideability

Description: Light trimming by grader of the existing roadway to fill holes and other depressions.

Exclusions: Scarifying, compaction, import of water or material, table drain works (separate item)

Indicative plant: Grader

## Medium formation grading

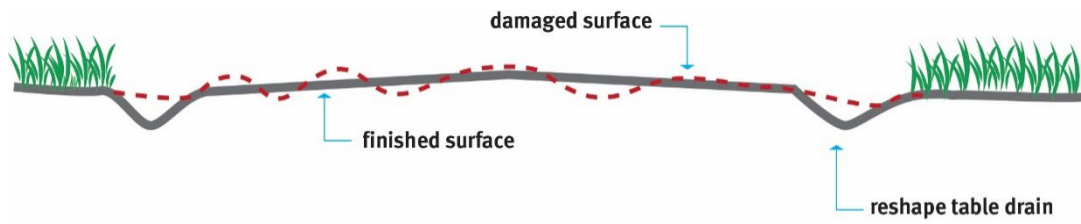


Figure 5 – Medium formation grading

Treatment: **USP\_MFG**

Unit of measurement: m

Summary: Grading of unsealed roadway to reinstate the pre-disaster profile.

Description: Grading to restore the road surface to pre-disaster profile and condition. Includes roughening of up to 50mm of roadway top (by grader), clearing and grubbing to remove light vegetation and grass, recovery of suitable material from table drains (by grader), incorporation of water and compaction.

Exclusions: No import of material

Indicative plant: Grader, water truck, rollers

## Heavy formation grading

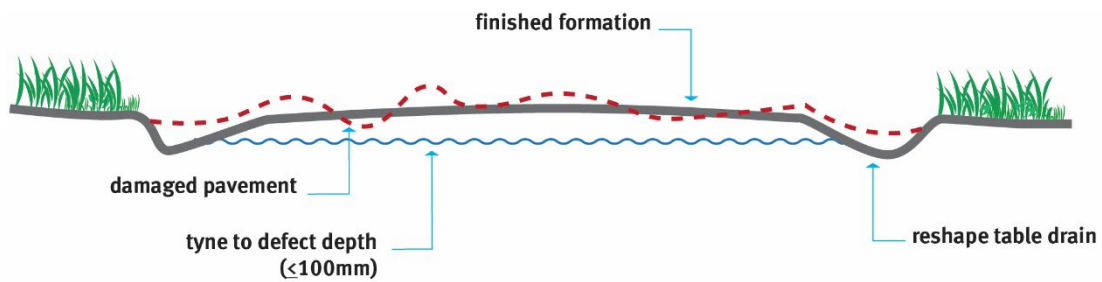


Figure 6 – Heavy formation grading

Treatment: **USP\_HFG**

**USP\_HFG50**

**USP\_HFG75**

Unit of measurement: m

Summary: Reinstatement of formation and profile.

Description: Clearing and grubbing and recovery of suitable material from table drains (by grader), tyne  $\leq 100\text{mm}$  depth (150mm if supported by depth of rutting), incorporation of additional gravel/material (excluding USP\_HFG), trimming, and compaction.

Exclusions: USP\_HFG (only) – No gravel/material supply

Indicative plant: Grader, water truck, roller, front end loader and truck (for disposal of unsuitable)

## Gravel/material supply

Treatment: **USP\_GMS**

Unit of measurement: m<sup>3</sup>

Summary: Supply of gravel/material to the work site.

Description: Supply of gravel/material to the work site for inclusion with material reclaimed through grading operations. Top up gravel/material only.

Imported gravel/material should be consistent with material in-place pre-disaster or material which the asset owner currently uses for maintenance in the area.

Exclusions: Excludes all operations for placement, trimming and rolling

Indicative plant: Gravel truck, front end loader/excavator

# Gravel resheeting

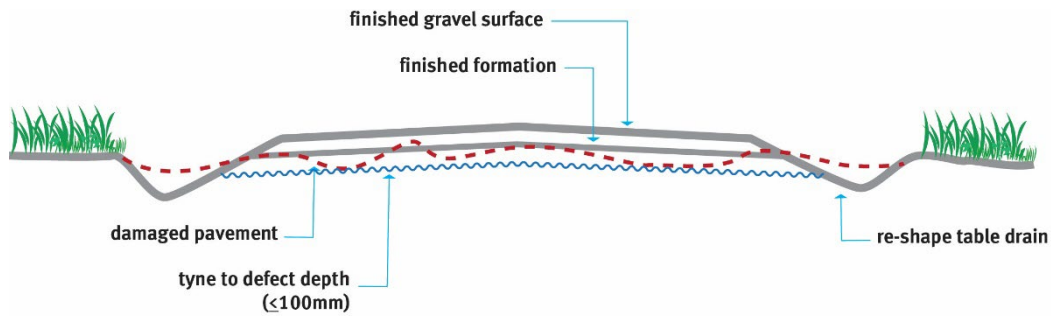


Figure 7 – Gravel resheeting

Treatment: **USP\_GR**

**USP\_GR100**

**USP\_GR150**

Unit of measurement: m<sup>3</sup>

Summary: Addition of imported gravel/material to the roadway to reinstate the running surface and correct profile.

Description: Preparation of the formation through Heavy Formation Grading.

Supply and spreading of imported gravel/material.

Imported material should be consistent with material in-place pre-disaster or material which the asset owner currently uses for maintenance in the area.

Exclusions: Additional material required for incorporation in **the Heavy Formation Grading** (prior to resheet) is not included. Any additional volume should be included as **Gravel/material supply or Bulk Fill**

**USP\_GR** (only) relates to the work operations of resheeting and excludes import of gravel/material. **USP\_GR** should be used in conjunction with **USP\_GMS** (Gravel/material supply) where works are being undertaken by Council day labour (**USP\_GR** item estimate based on benchmark rate) and a commercial supply for material is required (**USP\_GMS** rate based on market pricing)

Indicative plant: Grader, truck, water truck, roller, front end loader and truck (for disposal of unsuitable)

## Reshape table drain

Consequential re-shaping of existing table drains/vee drains, through recovery of displaced material, will occur when carrying out **Medium Formation Grade**, **Heavy Formation Grading** or **Gravel Resheet** operations. In these instances, no separate item is required for the inclusion of re-shaping existing table drains.

In the absence of, or where not included in the adjacent pavement work item, a separate treatment item, and evidence of event related damage demonstrating silting, scour or blockage of the table drains is required for inclusion.

<b>Treatment:</b>	<b>USP_RSTD</b>
<b>Unit of measurement:</b>	m
<b>Summary:</b>	Cleaning and reshaping of existing surface drains adjacent the road formation (allowance for one drain only)
<b>Description:</b>	Reshaping of existing table drains by grader.
<b>Exclusions:</b>	No scarify, no import of material, no addition of water, no compaction
<b>Indicative plant:</b>	Grader, front end loader and job truck (for disposal of unsuitable)

Where minor scours or minor deposits of silt exist along a drainage line, repair should be achieved through reshaping of the table drain.

Where drainage lines are filled with large deposits of silt, **Bulk Excavate (EXC\_RSOS or EXC\_RSS)** should be nominated to allow for removal of the material.

Where major scours exist along a drainage line, **Bulk Fill (BKF\_IMP or BKF\_LOC)** should be nominated to allow for filling of the scours.



## Sealed pavement repairs

All sealed pavement repair treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Treatment selection for the restoration of sealed pavements should be appropriate to the road type, functionality, pre-disaster condition and Value for Money outcomes with reference to site specific constraints.

Reference	Treatment	Unit
SPR_STB	In-situ stabilisation - including 50mm corrector. Excludes seal	m <sup>2</sup>
SPR_GO	Granular overlay - overlay with imported material (≤150mm). Excludes seal	m <sup>2</sup>
SPR_FBS	Foamed bitumen stabilisation - including 50mm corrector. Excludes seal	m <sup>2</sup>
SPR_RR	Reconstruct unbound granular pavement. Excludes seal	m <sup>2</sup>
SPR_RB	Reconstruct unbound granular base Excludes seal	m <sup>2</sup>
SPR_PRL	Pavement repair - patch unbound pavement failure (≤20m <sup>2</sup> ). Includes 2 coat bitumen seal	m <sup>2</sup>
SPR_POT	Pothole repair ≤1m <sup>2</sup>	each
SPR_PER	Edge repair	m
SPR_SCR	Crack repair	m
SPR_USF	Reconstruct unsealed shoulder - repair isolated shoulder failure	m <sup>2</sup>
SPR_HSG	Heavy shoulder grading - incorporating 50mm of imported material	m
SPR_RSAC	Asphalt surfacing, ≤50mm thickness	m <sup>2</sup>
SPR_RSSR	Bitumen spray seal, 2-coat	m <sup>2</sup>

## Localised damage

### Pothole repair

Where a small pavement failure in the form of a pothole emerges (generally under a wheel path), a **Pothole repair** may be considered appropriate.

<b>Treatment:</b>	<b>SPR_POT</b>
<b>Unit of measurement:</b>	each
<b>Summary:</b>	Repair of localised damage with asphalt or premix
<b>Description:</b>	Removal of water and debris, cut back to sound pavement and squaring of sides. Fill with asphalt-mix and compact to match adjacent road surface.
<b>Exclusions:</b>	Line-marking
<b>Indicative plant:</b>	Work truck, pneumatic hammer, cutting saw, blower, plate compacter

Where multiple potholes appear in close proximity, a **Pavement Repair** may be better suited.

### Pavement repair

Where a road is damaged in isolated areas, a **Pavement Repair** is considered the most appropriate treatment.

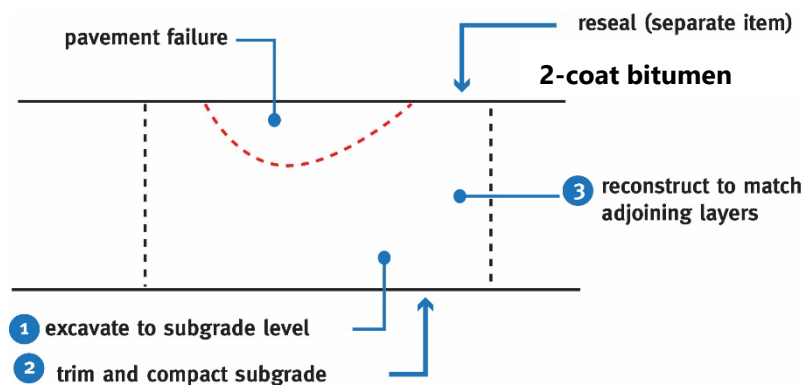


Figure 8 – Pavement repair

<b>Treatment:</b>	<b>SPR_PRL</b>
<b>Unit of measurement:</b>	m <sup>2</sup>
<b>Summary:</b>	Removal and reconstruction of isolated pavement failures
<b>Description:</b>	Removal of failed pavement material, reasonable allowance for replacement of unsuitable, compaction of subgrade, import and placement of unbound granular material in layers to match adjoining. 2-coat bitumen seal.
<b>Exclusions:</b>	nil
<b>Indicative plant:</b>	Excavator, truck, grader, water truck, rollers

## Edge repair

Where damage to the edge of seal and/or pavement has occurred due to trafficking in saturated conditions or excessive volumes or velocities of water, **Edge repair (SPR\_PER)** should be nominated.

<b>Treatment:</b>	<b>SPR_PER</b>
<b>Unit of measurement:</b>	m
<b>Summary:</b>	Repair of pavement edge failures
<b>Description:</b>	Supply and application of tack coat; and supply, application and compaction of asphalt or premix.
<b>Exclusions:</b>	linemarking
<b>Indicative plant:</b>	Roller or manual compaction, truck, flowcon (where required)

## Crack repair

Where damage to the road seal has developed as a result of shrink/swell of the underlying material during saturation/inundation, **Crack repair (SPR\_SCR)** should be nominated.

<b>Treatment:</b>	<b>SPR_SCR</b>
<b>Unit of measurement:</b>	m
<b>Summary:</b>	Repair of pavement seal cracking
<b>Description:</b>	Clean out (blow) of loose material, partial filling, application of crack seal to manufacturers specifications, application of cover material.
<b>Exclusions:</b>	linemarking
<b>Indicative plant:</b>	Hand tools and minor compaction equipment

## Continuous damage

Where continual or long lengths of damage has occurred across the width of the road, a full-width treatment is likely to be required. Selection of an appropriate full-width treatment requires consideration of the pavement failure mechanism, the usefulness of the in-situ pavement, the surrounding environment and any constructability issues (e.g. plant or material availability).

Where limited damage to the underlying subgrade has occurred, but loss of shape is extensive, excavation of existing pavement material may pose significant risk. Risks include subgrade disturbance and subsequent need for treatment or replacement, or interference with drainage or utilities. In such circumstances, **in-situ stabilisation (SLP\_STB)** or reworking of the existing pavement (tyne, shape and compact – select **USP\_HFG**) may be suitable. Where additional pavement strength is required, and where still able to represent a value for money option compared to the use of pavement reconstruction, a **Granular Overlay (SPR\_GO)** may also be considered.

## In-situ stabilisation

Where limited damage to the underlying subgrade has occurred, but loss of shape is extensive, **In-situ stabilisation** may be appropriate. **In-situ Stabilisation** using cement, fly ash or hydrated lime or **Foamed bitumen stabilisation** allow repair of damaged pavement without exposing the subgrade.

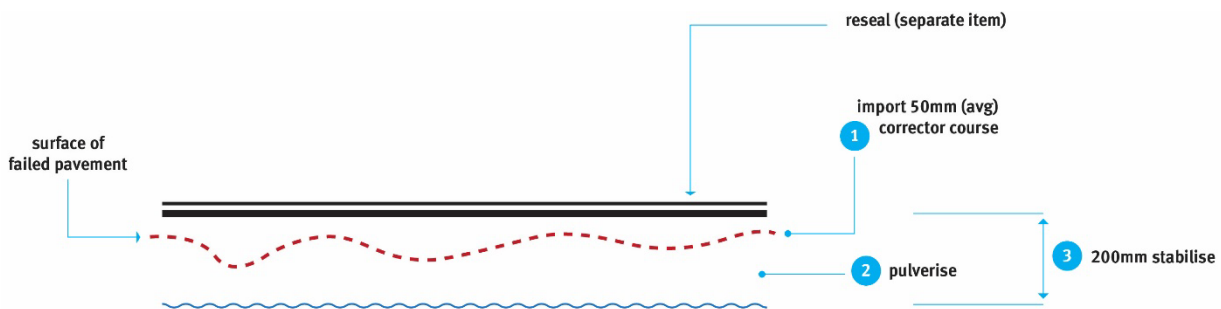


Figure 9 – In-situ stabilisation

**Treatment:** **SPR\_STB** (in-situ stabilisation), **SPR\_FBS** (Foamed bitumen stabilisation)

**Unit of measurement:** m<sup>2</sup>

**Summary:** In-situ stabilisation of base course material

**Description:** Removal of material not suitable for stabilisation, import and spreading of unbound granular material to replace unsuitable and for shape-correction (50mm), pulverisation, supply and spreading of stabilising agents, stabilisation, compaction and curing

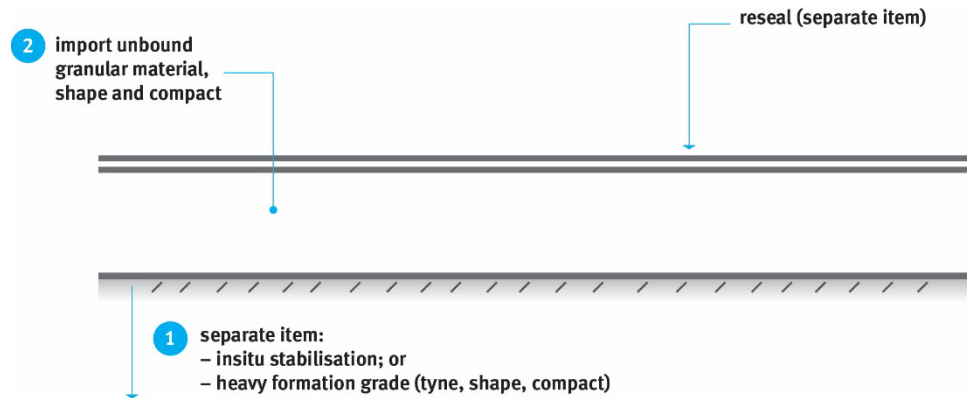
**Exclusions:** Excludes all seal items

**Indicative plant:** Gravel truck, grader, stabiliser, water truck and roller, cement spreader/ prime spreader (for prime or foam bitumen stabilisation)

The selection of an appropriate stabilisation type requires consideration of plant availability, suitability of work force, environmental conditions and constitution of the existing pavement.

In some cases, the condition and composition of the existing pavement may preclude in-situ stabilisation treatments. The availability of plant, size of the site and future performance of the stabilised pavement in the context of the surrounding pavement should also be considered when selecting insitu-stabilisation and the stabilisation type.

## Granular overlay



### granular overlay

Figure 10 – Granular overlay

<b>Treatment:</b>	<b>SPR_GO</b>
<b>Unit of measurement:</b>	m <sup>2</sup>
<b>Summary:</b>	Overlay of treated pavement with unbound granular material
<b>Description:</b>	Import and spreading unbound granular material, shaping and compaction, $\leq 150$ mm thickness
<b>Exclusions:</b>	Excludes treatment of in-situ material/preparation of subbase (refer alternative treatments)  Excludes formation work in accommodation of extra pavement height  Excludes all seal items
<b>Indicative plant:</b>	Gravel truck, grader, water truck, roller

The use of an overlay can reduce material spoilage, reduce risks of exposing unsuitable subgrade and reduce the duration of construction. However, the use of a granular overlay may not be appropriate in the event of vertical constraints (e.g. afflux/flow issues, short site, tie-in to structures, kerb and channel or property accesses) or horizontal constraints, for example insufficient formation width to accommodate overlay. In these circumstances, a treatment maintaining existing levels may need to be adopted.

The overall cost of the pavement treatment, including the treatment of the in-situ material, and formation works to accommodate the overlay, as well as the granular overlay itself needs to be considered in comparison to the likely cost of the alternative, Reconstruct Road treatment.

## Reconstruct unbound granular pavement

Where extensive subgrade failure or material contamination has occurred, and the use of an overlay or stabilised layer cannot economically or suitably bridge the failure, reconstruction of the road will likely be required.

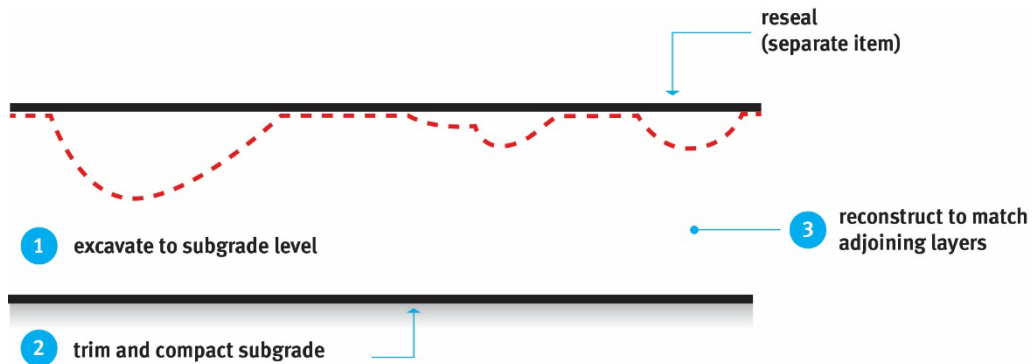


Figure 11 – Reconstruct unbound granular pavement. Excludes seal

Treatment:	<b>SPR_RR</b>
Unit of measurement:	m <sup>2</sup>
Summary:	Removal and reconstruction of failed pavement
Description:	Removal of failed pavement material, reasonable allowance for replacement of unsuitable, compaction of subgrade, import and placement of unbound granular material in layers to match adjoining
Exclusions:	Excludes all seal items (separate item)
Indicative plant:	Excavator, truck, grader, water truck, roller

## Reconstruct unbound granular base

Where road pavement damage such as peeling/stripping of seal (due to overland flow) or shallow pavement failures (i.e. above subgrade) have occurred, **Reconstruct unbound granular base** should be nominated. This treatment allows for repair/replacement of the top 150mm of unbound pavement ready for sealing.

Treatment:	<b>SPR_RB</b>
Unit of measurement:	m <sup>2</sup>
Summary:	Reconstruction of isolated base course pavement failures
Description:	Removal of failed pavement material (where material cannot be reused), compaction of underlying pavement layer, import and placement of unbound granular base pavement to match adjoining
Exclusions:	Excludes all seal items
Indicative plant:	Excavator/profiler, truck, grader/skid-steer, water truck, roller

# Shoulders

## Shoulder scour

Where damage to the verge/shoulder (clear of the table drain) has occurred, and no damage sustained to the sealed roadway, a shoulder restoration treatment will likely be appropriate.

Where a pavement failure has occurred and the damage is localised, **Reconstruct unsealed shoulder** should be nominated. Where loss of shoulder material or scour has occurred due to overland or longitudinal flow, a **Heavy shoulder grading** should be nominated.

## Reconstruct unsealed shoulder

For treatment of localised areas of severely damaged or contaminated shoulders or verges, **Reconstruct Unsealed Shoulder** should be used. This item is quantified in m<sup>2</sup> and should be used for localised repairs only.

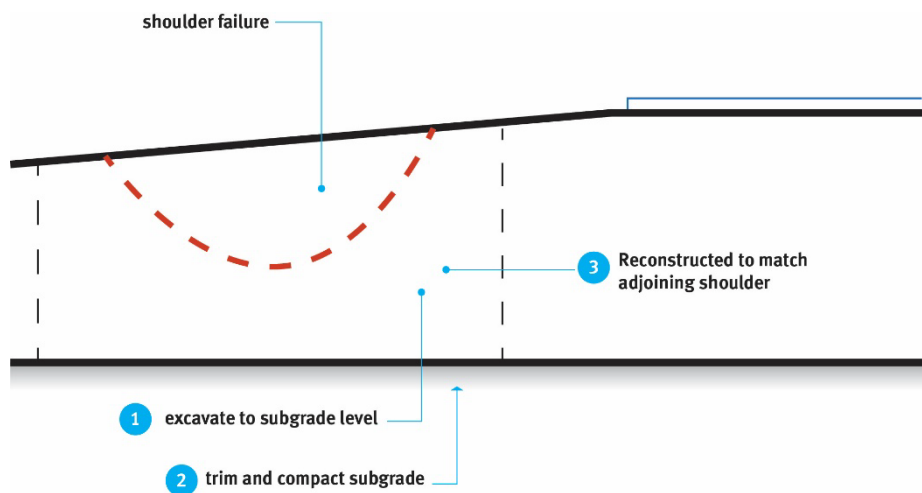


Figure 12 – Reconstruct unsealed shoulder

Treatment:	<b>SPR_USF</b>
Unit of measurement:	m <sup>2</sup>
Summary:	Placement and compaction of gravel into isolated potholes in a gravel shoulder or verge
Description:	Removal of failed material, reasonable allowance for replacement of unsuitable, compaction of subgrade, supply, placement and compaction of granular material
Exclusions:	No reshaping of table drains – refer USP_RSTD Brooming of adjacent seal only, no works to sealed pavement
Indicative plant:	Excavator, water truck, roller, truck, grader

## Heavy shoulder grading

Where loss of shoulder material or scour has occurred due to overland or longitudinal flow, a **Heavy shoulder grading** should be carried out.

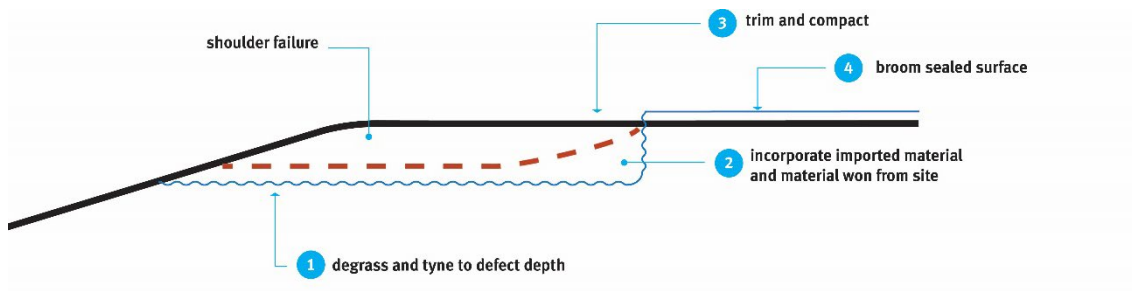


Figure 13 – Heavy shoulder grading

Treatment: **SPR\_HSG**

Unit of measurement: m

Summary: Grading of unsealed shoulder to reinstate correct profile

Description: Reinstatement of formation and profile

Includes recovery of material from adjacent table drains where appropriate (by grader), incorporation of additional 50mm top up material, tyne  $\leq 100$ mm depth, trimming and rolling, and brooming of adjacent sealed surface.

Where material additional to the included 50mm is required, include Gravel/material supply

Exclusions: No works to sealed pavement

Indicative plant: Grader, water truck, roller



## Pavement seals

Where a road reconstruction, granular overlay or stabilisation has occurred as part of the restoration works, a seal will need to be applied. An asphalt surface or bitumen spray seal (2-coat) should be nominated consistent with the pre-disaster road surface.

### Asphalt surfacing, ≤50mm thickness

<b>Treatment:</b>	<b>SPR_RSAC</b>
<b>Unit of measurement:</b>	m <sup>2</sup>
<b>Summary:</b>	Asphalt surfacing ≤50mm
<b>Description:</b>	Preparation of the existing surface, supply and application of tack coat, supply, laying and compaction of asphalt, line spotting as required
<b>Exclusions:</b>	Line-marking
<b>Indicative plant:</b>	Truck, paver, roller

### Bitumen spray seal, 2-coat

<b>Treatment:</b>	<b>SPR_RSSR</b>
<b>Unit of measurement:</b>	m <sup>2</sup>
<b>Summary:</b>	Bitumen spray seal, 2-coat to local applied standard (including prime)
<b>Description:</b>	Preparation of the existing surface, supply, carting, heating and application of prime and spraying of bitumen seal (including cutter and additive), supply, carting, spreading and rolling of pre-coated aggregate, line spotting as required. Includes allowance for lapping of seal with existing.
<b>Exclusions:</b>	Line-marking
<b>Indicative plant:</b>	Truck, bitumen sprayer, roller

## Clearing and earthworks

All clearing and earthworks treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Reference	Treatment	Unit
EXC_HVC	Clear mixed debris and remove from site	m <sup>3</sup>
EXC_RSOS	Bulk excavate surplus material and remove from site	m <sup>3</sup>
EXC_RSS	Bulk excavate surplus material to spoil	m <sup>3</sup>
BKF_IMP	Bulk fill - imported	m <sup>3</sup>
BKF_LOC	Bulk fill - local	m <sup>3</sup>

### Bulk fill

Where scour or loss of road or formation has occurred, a bulk fill item should be selected to reinstate the road to natural surface level (for unformed roads), top of formation (for formed roads) or top of road subgrade (for gravel and sealed roads or table drains).

Where material can be sourced within vicinity of the works, **Bulk fill - local (BKF\_LOC)** should be selected.

Where material, consistent with that lost, is unable to be won within vicinity of the works, **Bulk fill - imported (BKF\_IMP)** should be selected, allowing for the purchase of general fill and haulage.

For a gravel or sealed road, bulk fill items should be used to reinstate material to subgrade level, and an appropriate pavement treatment selected to reinstate the road to the pre-disaster condition.

<b>Treatment:</b>	varies ( <b>BKF_LOC; BKF_IMP</b> )
<b>Unit of measurement:</b>	m <sup>3</sup>
<b>Summary:</b>	Bulk fill to localised scours
<b>Description:</b>	Sourcing and cartage of bulk fill material (varies as per below), preparation of underlying material, placement, incorporation (where required) and compaction
<b>Exclusions:</b>	Bulk fill material should be selected consistent with the displaced/scoured material.
<b>Indicative plant:</b>	Excavator (or backhoe or loader), grader (where dispersed over large areas), truck, water cart, roller

## Excavation

Where mixed debris (including rocks, gravel, sand or silt mixed with vegetation or rubbish) has been deposited on a roadway or drainage lines, **Clear mixed debris and remove from site (EXC\_HVC)** should be nominated.

<b>Treatment:</b>	<b>EXC_HVC</b>
<b>Unit of measurement:</b>	m <sup>3</sup>
<b>Summary:</b>	Clear mixed debris and remove from site
<b>Description:</b>	Clearing of mixed debris material, loading and removal from site.
<b>Exclusions:</b>	Reshaping of roadway or drainage lines
<b>Indicative plant:</b>	Excavator (or backhoe or loader), grader (where dispersed over large areas), truck

Where large deposits of silt have been deposited on the roadway or within drainage lines, **Bulk excavate (EXC\_RSOS or EXC\_RSS)** should be nominated.

<b>Treatment:</b>	varies ( <b>EXC_RSOS, EXC_RSS</b> )
<b>Unit of measurement:</b>	m <sup>3</sup>
<b>Summary:</b>	Bulk excavation of surplus material
<b>Description:</b>	Excavation of surplus material, loading and removal from site ( <b>EXC_RSOS</b> ) or to spoil ( <b>EXC_RSS</b> )
<b>Exclusions:</b>	Reshaping of roadway or drainage lines
<b>Indicative plant:</b>	Excavator (or backhoe or loader), truck, grader (where dispersed over large area of roadway)

## Concrete works

Damage to concrete may include scouring, undermining, structural cracking, or total loss as a result of large or intense rainfall events.

All concrete works treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Reference	Treatment	Unit
CON_KER	Reconstruct concrete kerb	m
CON_RCN	Reconstruct reinforced concrete	m <sup>3</sup>
CON_RFC	Repair with flowable concrete	m <sup>3</sup>

### Reconstruct concrete kerb

Where damage to concrete kerb is suffered as a result of scour, or rendered unusable as a result works to underlying pavement, **Reconstruct concrete kerb** should be nominated. The kerb should be consistent with the pre-disaster kerb/adjoining sections.

<b>Treatment:</b>	<b>CON_KER</b>
<b>Unit of measurement:</b>	m
<b>Summary:</b>	Reconstruct concrete kerb
<b>Description:</b>	Saw cut and remove existing kerb. Prepare base and extrude/construct kerb. Backfill with suitable material
<b>Exclusions:</b>	Revegetation/turfing, removal/realignment of utilities.
<b>Indicative plant:</b>	Concrete saw, pavement breaker, bobcat/backhoe, kerb & channel machine, concrete agitator

## Reconstruct reinforced concrete

Reinforced concrete assets include floodways, concrete batters, margins and footpaths. Damage to reinforced concrete assets including scouring, undermining, debris impact or total loss can occur during large or intense rainfall events. Where the damage suffered necessitates replacement, **Reconstruct reinforced concrete** should be nominated.

<b>Treatment:</b>	<b>CON_RCN</b>
<b>Unit of measurement:</b>	m <sup>3</sup>
<b>Summary:</b>	Reconstruct reinforced concrete
<b>Description:</b>	Demolish and remove existing concrete. Prepare base, form and position reinforcing. Pour concrete, cure (where required) and finish surface. Backfill adjoining surface (where required).
<b>Exclusions:</b>	Revegetation/turfing, removal/realignment of utilities
<b>Indicative plant:</b>	Job truck, concrete saw, pavement breaker, bobcat/backhoe, and concrete agitator.

## Repair with flowable concrete

Damage often results around bridges and drainage structures during disasters as a result of high velocity waters. **Repair with flowable concrete** may be used for filling of undermined reinforced concrete or for repair of grouted rock protection.

<b>Treatment:</b>	<b>CON_RFC</b>
<b>Unit of measurement:</b>	m <sup>3</sup>
<b>Summary:</b>	Repair with flowable concrete
<b>Description:</b>	Pouring/pumping of flowable concrete to fill voids.
<b>Exclusions:</b>	Rock protection
<b>Indicative plant:</b>	Job truck, concrete truck, concrete pump

## Drainage structures

Damage to drainage structures including scouring, undermining, debris impact, separation of units, silting or total loss can occur during large or intense rainfall events.

All drainage structure treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- the removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Reference	Treatment	Unit
CUL_RP	Repair drainage structure - excavate, repair and reinstate	m
CUL_SIL	Desilt drainage structure - removal of silt and debris	m <sup>3</sup>
CUL_RBC<600	Replace RCBC, nominal span ≤600mm.	m
CUL_RBC<900	Replace RCBC, nominal span ≤900mm.	m
CUL_RBC<1200	Replace RCBC, nominal span ≤1200mm.	m
CUL_RBC>1200	Replace RCBC, nominal span >1200mm.	m
CUL_RCP<375	Replace concrete pipe ≤375mm dia.	m
CUL_RCP<600	Replace concrete pipe ≤600mm dia.	m
CUL_RCP<900	Replace concrete pipe ≤900mm dia.	m
CUL_RCP<1200	Replace concrete pipe ≤1200mm dia.	m
CUL_RCP>1200	Replace concrete pipe >1200mm dia.	m
CUL_RHW<375	Replace head/end wall ≤375mm pipe or RCBC	unit
CUL_RHW<600	Replace head/end wall ≤600mm pipe or RCBC	unit
CUL_RHW<900	Replace head/end wall ≤900mm pipe or RCBC	unit
CUL_RHW<1200	Replace head/end wall ≤1200mm pipe or RCBC	unit
CUL_RHW>1200	Replace head/end wall >1200mm pipe or RCBC	unit

Where access issues exist, or there is uncertainty in quantities or cost of works, a market price may need to be sought to establish an estimate of cost following design.

## Repair drainage structure

Where separation of culvert cells has occurred, but no damage to the pipes eventuated, **Repair drainage structure** should be nominated. Repair drainage structure allows for excavation of the drainage structure, resetting of the units, backfill with suitable material (representing value for money) and reinstatement of pavement.

Treatment:	<b>CUL_RP</b>
Unit of measurement:	m
Summary:	Repair drainage structure
Description:	Excavate, repair and reinstate drainage structure, backfill with suitable material and reinstatement of pavement.
Exclusions:	Pavement seal, import of rock protection
Indicative plant:	Excavator, lifting equipment, truck, roller

## Clearing of culverts, pipes and pits

Where a culvert has been blocked, **Desilt drainage structure** should be selected to remove the silt and debris from the culvert where it is not possible to undertake the clearing by an excavator or small plant.

Treatment:	<b>CUL_SIL</b>
Unit of measurement:	m <sup>3</sup>
Summary:	Clearing of culverts, pipes and pits
Description:	Cleaning or flushing of blocked culverts from debris or silt by hand tools, water pressure blasting or pull-back/pull-through system.
Exclusions:	Import of materials, import of rock protection, removal of spoil.
Indicative plant:	Watercart, high pressure water blaster, generator

## Replace concrete pipe/RCBC

Where replacement of a drainage structure is required, replacement of concrete pipe/RCBC should be to the same size/arrangement as per pre-disaster. Where replacement to pre-disaster size and arrangement is not possible due to current requirements of cover, or not economical (due to obsolete sizes or combination of pipes) a concrete pipe/RCBC arrangement with a cross-sectional area equivalent to the pre-disaster arrangement should be nominated.

**Treatment:** various (**CUL\_RBC<600, CUL\_RBC<900, CUL\_RBC<1200, CUL\_RBC>1200, CUL\_RCP<600, CUL\_RCP<900, CUL\_RCP<1200, CUL\_RCP>1200**)

**Unit of measurement:** m

**Summary:** Replacement of concrete pipes/RCBC

**Description:** Excavate and dispose of existing drainage structure. Prepare base, form and construct base slab (where required) supply and place drainage structure, replace sand band (where required), backfill with suitable material and reinstate pavement.

**Exclusions:** Head/end walls (end structures), scour protection, pavement seals

**Indicative plant:** Excavator/ backhoe, hydraulic breaker, lifting equipment, truck, roller, concrete truck, concrete agitator. Concrete vibrator, rotary screed & concrete pump (if required)

## Replace head/end wall

Where a culvert/RCBC end structure has been dislodged or damaged by an activated event, or rendered unusable as a result of reconstruction work to the adjoining culverts, replacement of the head/end wall should be nominated.

Unless nearby concrete works (floodways, margins etc.) is being undertaken, it is often more economical to use pre-cast units. Where multiple cell arrangements are in-place, this may not be possible or efficient due to manufacturing time etc. It is the responsibility of the asset owner to identify the best value for money solution for replacing the head/end wall.

**Treatment:** various (**CUL\_RHW<600, CUL\_RHW<900, CUL\_RHW<1200, CUL\_RHW>1200**)

**Unit of measurement:** unit

**Summary:** Replacement of culvert/RCBC end structures

**Description:** Remove and dispose of existing end structure. Prepare base, supply and install OR construct end structure, backfill with suitable material.

**Exclusions:** Pavement works, scour protection

**Indicative plant:** Excavator, hydraulic breaker, lifting equipment, truck, roller



## Protection works

Damage to rock protection (including mass/dumped rock, rock pitching and rock mattress) can occur from result of high velocity flows, undermining or debris impact during large or intense rainfall events.

Subject to the ability to achieve value for money, damaged protection works should be restored commensurate with pre-disaster arrangements. Where reconstruction to pre-disaster arrangements is uneconomical (due to material or labour availability), or not feasible (due to obsolete construction techniques) contemporary techniques may be employed.

All protection works treatments include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- preparation of work area
- placement of geotextile (where required)
- construction/placing of protection works
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws\

Reference	Treatment	Unit
RK_RKP	Rock protection	m <sup>3</sup>
RK_STP	Repair stone pitching	m <sup>2</sup>
RK_MAT	Construct rock mattress	m <sup>3</sup>

### Rock protection

Bulk rock for scour protection is commonly affected by large inundation or high intensity events due to its interaction high velocity waters. **Rock protection**, although low-tech, can be effective in mitigating against high velocity waters and requires limited preparation of the underlying surface prior to placement. Rock type should be selected subject to local availability.

<b>Treatment:</b>	<b>RK_RKP</b>
<b>Unit of measurement:</b>	m <sup>3</sup>
<b>Summary:</b>	Rock protection works (bulk)
<b>Description:</b>	Preparation of work area, placement of geotextile (where required), recovery of displaced rock, placement of bulk rock.
<b>Exclusions:</b>	Pavement works
<b>Indicative plant:</b>	Excavator, truck

Where adequate sized rock is not economically viable, alternative solutions such as rock-mattresses may be considered.

## Stone pitching

**Stone pitching**, whilst not commonly used in modern construction, is commonly encountered in older head-walls, margins, retaining walls and abutments. The extent of damage and the likely cost of repair needs to be considered. Alternatives such as shotcreting, gabions, rock-mattress, reinforced concrete or pre-cast elements may need to be considered where a repair option with stone pitching is not economically viable.

<b>Treatment:</b>	<b>RK_STP</b>
<b>Unit of measurement:</b>	m <sup>2</sup>
<b>Summary:</b>	Repair stone pitching
<b>Description:</b>	Preparation of work area, cleaning of damaged area, supply and replacement of displaced or damaged stone and pitching.
<b>Exclusions:</b>	Pavement works
<b>Indicative plant:</b>	Truck, excavator, concrete agitator

## Rock mattresses

Where bulk rock relies on its mass to withstand scouring waters, **rock mattresses** provide an alternative, able to utilise smaller rock through a caging system. Although more labour intensive, and requiring the purchase/manufacturing of cages, significantly less rock, and more easily sourced rock (due to size) may result in a value for money alternative.

<b>Treatment:</b>	<b>RK_MAT</b>
<b>Unit of measurement:</b>	m <sup>3</sup>
<b>Summary:</b>	Installation of rock-mattresses
<b>Description:</b>	Preparation of the work area, placement of geotextile (where required), supply and installation cages, recovery of displaced rock, filling and wiring of cages.
<b>Exclusions:</b>	Pavement works
<b>Indicative plant:</b>	Excavator, truck

Note: Environmental conditions leading to corrosion of the cages/wires and estimated flow velocities (with potential to lead to failure of the cage or bunching of the rock) needs to be considered during specification.

## Road furniture and delineation

Road furniture is often damaged during natural disasters as a result of flood waters or debris impacts. Where damage has occurred to road furniture, the number of units replaced should be commensurate with the pre-disaster arrangements, however a current standard of the pre-disaster system/item should be used.

All road furniture works include the following work operations:

- site establishment and disestablishment of all plant, labour and materials
- establishment and disestablishment of traffic control
- determination of work area
- removal of damaged road furniture
- re-instatement of roadside furniture
- clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Following restoration of sealed pavements, line-marking is generally required. Line marking should be consistent with either the adjoining sections of road or the pre-disaster arrangement.

Reinstate line-marking includes the following work operations:

- establishment and disestablishment of traffic control
- determination of work area
- cleaning the pavement in the work area (as required)
- spotting/symbolising
- application of marking material

Reference	Treatment	Unit
RFD_RGET	Replace guardrail end treatment	each
RFD_RG	Replace guardrail	m
RFD_RP	Replace guide posts or markers	each
RFD_RRS	Repair road signage	each
RFD_RSf	Replace sign face only - standard road sign	each
RFD_RCS	Replace sign (complete) - standard road sign, includes post	each
RFD_RLN	Reinstate line marking	m

Where a depth marker or similar has been damaged or destroyed, select **Replace sign (complete) (RFD\_RCS)**.

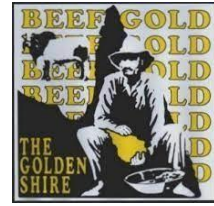
## Other

Where works require engineering investigations/testing or detailed design, **OTHER** should be nominated. This includes landslips, coastal protection, structures, gabions, shotcreting etc.

Reference	Treatment	Unit
OTHER	Other - including structures, retaining items	lump sum

Specifics of the scope should be outlined and priced by the applicant for consideration.





# Treatment Item Specification

Project: 23004 ESC



Northern and Central Queensland Monsoon and Flooding  
January 2023

CONTRACT NO: ESC2023-002

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## 1 SCOPE OF THE WORK

The works included in this restoration contract include:

- Gravel Resheeting
- Heavy Formation Grading
- Medium Formation Grading
- Shoulder Grading
- Bulk Fill – local / imported
- Rock Protection
- Patch Repairs
- Reshaping of Table Drains
- Stone Pitching Repair
- Repair drainage structure
- Desilt drainage structure - removal of silt and debris
- Bitumen spray seal, 2-coat
- Bulk excavate surplus material and remove from site
- Bulk excavate surplus material to spoil
- Clear mixed debris and remove from site
- Foamed bitumen stabilisation
- Gravel/material supply
- In-situ stabilisation. Including 50 mm corrector. Excludes seal
- Light formation grading
- Pothole repair
- Repair road signage
- Repair with flowable concrete
- Replace concrete pipe
- Replace guide posts or markers
- Replace head/end wall
- Asphalt surfacing, <50mm thickness
- Reconstruct reinforced concrete
- Reconstruct unbound granular base. Excludes seal
- Reconstruct unbound granular pavement. Excludes seal
- Reconstruct unsealed shoulder - repair isolated shoulder failure (<20m<sup>2</sup>)
- Replace sign (complete) - standard road sign, includes post
- Other - provide details of treatment within 'Damage description' field

The following table shows the relation between “Treatment Codes” and needed specification.

Treatment codes	Treatments	Refer to section
T1	Asphalt surfacing, <50mm thickness	3.23
T2	Bitumen spray seal, 2-coat	3.8
T3	Bulk excavate surplus material and remove from site	3.22
T4	Bulk excavate surplus material to spoil	3.22
T5	Bulk fill - imported	3.5
T6	Bulk fill - local	3.5
T7	Clear mixed debris and remove from site	3.17
T8	Desilt drainage structure - removal of silt and debris	3.29
T9	Foamed bitumen stabilisation - including 50mm corrector. Excludes seal	3.24
T10	Gravel Resheeting 100mm	3.4
T11	Gravel Resheeting 150mm	3.4
T12	Gravel/material supply	3.3
T13	Heavy formation grading	3.2
T14	Heavy formation grading incorporating 75mm of imported material	3.2
T15	Heavy shoulder grading - incorporating 50mm of imported material	3.6
T16	In-situ stabilisation - including 50mm corrector. Excludes seal	3.21
T17	Light formation grading	3.25
T18	Medium formation grading	3.1
T19	Other - provide details of treatment within 'Damage description' field	As per case
T20	Patch repair - patch local unbound pavement failure (<20m <sup>2</sup> ). Includes 2 coat bitumen seal	3.14
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T22	Reconstruct reinforced concrete	3.16
T23	Reconstruct unbound granular base. Excludes seal	3.10
T24	Reconstruct unbound granular pavement. Excludes seal	3.10
T25	Reconstruct unsealed shoulder - repair isolated shoulder failure (<20m <sup>2</sup> )	3.10
T26	Repair drainage structure - excavate, repair, and reinstate	3.18
T27	Repair road signage	3.26
T28	Repair stone pitching	3.9
T29	Repair with flowable concrete	3.27
T30	Replace concrete pipe <600mm dia.	3.28
T31	Replace concrete pipe <900mm dia.	3.28
T32	Replace concrete pipe >1200mm dia.	3.28
T33	Replace guide posts or markers	3.11
T34	Replace head/end wall <375mm pipe or RCBC	3.12 and 3.13
T35	Replace head/end wall <600mm pipe or RCBC	3.12 and 3.13
T36	Replace head/end wall <900mm pipe or RCBC	3.12 and 3.13
T37	Replace sign (complete) - standard road sign, includes post	3.30
T38	Reshape table drain (1 side)	3.7
T39	Rock protection	3.19 and 3.20
T40	Heavy formation grading incorporating 50mm of imported material	3.2

**Scope of Works**  
Issue: Effective  
Date: 20232023  
-----

## **2 SPECIFIC REQUIREMENTS OF THE CONTRACT**

### **2.1 General**

#### **2.1.1 Council Inductions**

The appointed contractor and all approved subcontractors must complete Council's induction prior to establishing on site or commencing works.

#### **2.1.2 Public Liaison**

##### **2.1.2.1 Twenty-four (24) Hour Access**

The Contractor must provide a number of telephone facilities to enable 24 hour contact by the Principal or person authorised by the Principal or a Contractor's representative.

##### **2.1.2.2 Customer Complaints**

A record of any complaints received from the Principal or the public, shall be maintained by the Contractor. This will also include documentary evidence that complaints have been addressed and attended to, to the satisfaction of the Principal. All complaints must be advised to the Superintendent or authorised representative without delay. A summary sheet of the complaint register shall be provided to the Superintendent upon request. The Superintendent shall be notified of the circumstances in writing by the Contractor if any complaint is unresolved after 7 working days.

##### **2.1.2.3 Notifications to Residents & Businesses**

The Contractor shall ensure that all residents and businesses affected by the works, including those that may be unduly affected by noise, are notified at least forty-eight (48) hours prior to the commencement of works. The notice shall be submitted to the Superintendent, or authorised representative, three business days prior to the notice being issued. The form and content of the notification shall be approved by the Superintendent. If the work does not commence as per the notice then a further notice shall be issued following the procedure as set out in the three paragraphs above.

##### **2.1.3 Payment of Q Leave Levy**

The contractor shall be responsible for the payment of the Q Leave Levy.

##### **2.1.4 Traffic control**

The Contractor shall be responsible for the provision of all traffic control, including signage and provision of a Traffic Management Plan. All traffic control and signage shall be in accordance with Queensland Department of Transport and Main Roads "Manual of Uniform Traffic Control Devices, MUTCD, Part 3 – Work on Roads".

##### **2.1.5 Water Sources**

It shall be the responsibility of the Contractor to source all water required for construction. Extraction of water from natural streams will require relevant permits for which the Contractor is responsible to secure prior to commencing work. Any negotiations with private land holders will also be the responsibility of the Contractor with a copy of written agreement to be supplied to the Superintendent Representative.

##### **2.1.6 Material Sources**

It shall be the responsibility of the Contractor to source all pavement materials for Activities at its cost from ESC nominated points as outlined in **Annexure D** (Maps) and or as directed by

superintendent from Commercial quarries that are registered with DAFF and comply with all required regulations, legislation, and Acts. Proof of this registration will be required prior to the material being accepted.



### 2.1.7 Lot Identification/ Setout of works

It shall be the responsibility of the Contractor to ensure the lots (Work Sections) are clearly identified prior to the commencement of work. The set out will be in conjunction with the superintendent Representative. The set out shall include the following: Queensland Reconstruction Authority Identification number, chainage start and end, direction of works, treatment type-(short form). Any incorrect construction of works performed in the incorrect location will not be paid for under this contract. Chainage identification of sites is accurate to +/- 10.00m. Actual construction site to be determined on site within these tolerances in conjunction with ESC Inspector. The Contractor shall be responsible for using ESC's approved Fulcrum application in identifying the Work Sections and to facilitate inspection and review of the completed Works.

### 2.1.8 Inspections / Hold points

The works to be included under this contract shall be supervised by the Superintendent or their representative if appointed. The Contractor shall give the Superintendent or their representative a minimum of forty-eight (48) hours' notice when the works are ready for inspection. The contractor is required to develop a construction inspection and test plan, to be approved by the Superintendent. In addition to the hold points listed in the relevant FNQROC and MRTS specifications, the following hold points and inspections are required at the stages in the works as given below:

Work	Work Stage	Inspection / Hold Point
<b>All works</b>	Lot Identification	Hold Point
	Set out of works	Hold Point
<b>Subgrade/ Embankment</b>	Subgrade preparation (shape, level & density)	Hold Point
<b>Material Quality (All Works)</b>	Use of quarry or material source	Hold Point
	Compliance of all materials prior to their haulage to the works	
<b>Pavement (in addition to Subgrade)</b>	Pavement density (proof roll)	Inspection
	Geometry (finished surface shape, alignment & level)	Hold Point
	Depth of Pavement	Inspection
<b>All Works</b>	Non-conformance to any specified criteria	Hold Point
	Final Inspection prior to practical completion	Hold Point
	Practical Completion prior to leaving the site	Inspection

## 3 TECHNICAL SPECIFICATIONS

### 3A ACTIVITIES

The following operations shall be included as part of all Activities:

- Site establishment and disestablishment of all plant, labour and materials including site camp.
- Implementation of project management plans including provisions for (but not limited to) workplace health and safety, traffic control, environmental protection and quality.
- Set out of the work area.
- Locate and protect all underground services prior to excavations, compactions.

Certification that the product meets the requirements of the Restoration Standards, including all necessary visual inspections, compliance, and audit testing.  
 The clean-up of the site including the disposal of any waste/removed material in accordance with any State Government legislation or Local Government By-laws that are applicable.

### 3.1 **Medium Formation Grading**

#### 3.1.1 **Description**

The grading of unsealed formation to reinstate the correct profile to ensure drainage of the pavement and shoulders and to provide a suitable running course. This activity does not include the addition of imported gravel/material from outside of the worksite to build up existing material.

The treatment of the adjacent surface drainage such as table drains and outlets known as diversion drains, other than to reform profile, is excluded from here. Refer to Heavy Formation Grading.

#### 3.1.2 **Work Operations**

The following operations shall be included as part of this Activity:

- The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.
- The de-grassing, light tyning/roughening of running surface and shaping of the existing pavement.
- The grading of the existing pavement including watering and compaction.
- The trimming and rolling to correct profile of the compacted formation.
- All other operations included in the Applicable Specification.

Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

#### 3.1.3 **Applicable Specifications**

- MRS 02 and MRTS 02 Provision for Traffic
- MRTS 03 Drainage, Retaining Structures and Protective Treatments
- MRTS 04 General Earthworks
- MRTS 51 Environmental Management

#### 3.1.4 **Restoration Standard**

The formation cross fall measured using the grader blade or other means shall be within 4% to 6%. Superelevation on curves shall be 4% to 6% also. No water shall pond on the surface. The graded surface shall be watered and rolled to provide a sound tight surface with minimal loose stones and no visible vertical movement. The cross section shall be visually uniform.

#### 3.1.5 **Activity Item and Unit of Measurement**

Medium Formation Grading      m

#### 3.1.6 **Testing Requirements**

Geometrics	
Horizontal, width compliance check	1 test per 100m
Crossfall primary	1 test per 100m (3 points across width)
Construction	
Proof roll (GVM 20t vehicle)	No visible vertical movement

### **3.1.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.). Assessment photographs of completed works are required along the centreline at every 100m or part thereof. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## **3.2 Heavy Formation Grading**

### **3.2.1 Description**

The grading of unsealed formation to reinstate the correct profile to ensure drainage of the pavement and shoulders and to provide a suitable running course. This activity does not include the addition of imported gravel/material (separate item – refer .5.3). This Activity also includes the treatment of the adjacent surface drainage such as table drains and outlets known as diversion drains.

### **3.2.2 Work Operations**

The following operations shall be included as part of this Activity:

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

The de-grassing and tyning (100 to 150mm allowable) of the existing pavement, the incorporation of gravel (supplied to the work site under Activity 5.3 or other, if indicated on the Works Order, or won from site - displaced) and watering, mixing, compaction and trimming of the pavement material.

The trimming and rolling to shape the compacted formation surface.

The cleaning and reshaping of adjacent surface drainage lines such as table drains and diversion drains.

The adequate erosion and sediment control within the drain as per current environmental protection standards

All other operations included in the Applicable Specification.

Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

### **3.2.3 Applicable Specifications**

MRS 02 and MRTS 02 Provision for Traffic

MRTS 03 Drainage, Retaining Structures and Protective Treatments

MRTS 04 General Earthworks

MRTS 51 Environmental Management

### **3.2.4 Restoration Standard**

The formation cross fall measured using the grader blade or other means shall be within 4% to 6%. Superelevation on curves shall be 4% to 6% also. No water shall pond on the surface. The graded surface shall be watered and rolled to provide a sound tight surface with minimal loose stones and no visible vertical movement. The restored layer shall have a minimum depth of 75mm. The cross section shall be visually uniform. The restoration standard of the adjacent surface drainage shall be the same as per the applicable Activity Code.

### **3.2.5 Activity Item and Unit of Measurement**

Heavy Formation Grading                      m

### **3.2.6 Testing Requirements**

Geometrics	
Horizontal, width compliance check	1 test per 100m
Crossfall primary	1 test per 100m (3 points across width)
Vertical, straight edge	1 test per 100m (L & R) (max deviation from a straight edge < 8mm).
Construction	
Proof roll (GVM 20t vehicle)	No visible vertical movement

### 3.2.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.). Assessment photographs of completed works are required along the centreline at every 100m or part thereof. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## 3.3 Formation Grading Material Supply

### 3.3.1 Description

The supply to the work site of gravel / material such as select fill that may be required to reinstate the correct profile and level. Also refer to 5B Material Supply.

### 3.3.2 Work Operations

The following operations shall be included as part of this Activity:

The provision of traffic control for quarrying, cartage and delivery operations.

All other operations included in the Applicable Specifications.

Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

### 3.3.3 Applicable Specifications

MRTS 02 Provision for Traffic.

MRTS 03 Drainage, Retaining Structures and Protective Treatments.

MRTS 04 General Earthworks.

MRTS 05 Unbound Pavements.

MRTS 51 Environmental Management.

### 3.3.4 Restoration Standard

Nil (supply only).

### 3.3.5 Activity Item and Unit of Measurement

Gravel Supply                    m<sup>3</sup> (compacted)

### 3.3.6 Testing Requirements:

Material is to be in accordance with AARB material standards, see section 5.B Material Supply for (Unsealed Roads) further details.

<b>Material</b>	
Grading (Q103A)	2/source/contract batch
Linear Shrinkage (Q106)	2/source/contract batch
CBR (Q113A)	2/source/contract batch
<b>Approval for use</b>	
All materials need to be approved for use by the Superintendent prior to use	

### **3.4 Gravel Resheeting (varying depths)**

#### **3.4.1 Description**

The addition of imported gravel / material to the running surface to reinstate to the correct profile/height above the natural surface, improve the quality of the surface material or to obtain an acceptable running course depth. Includes de-grassing, scarifying and preparation of the existing formation and the incorporation of water and proper compaction of the formation and imported gravel/material.

#### **3.4.2 Work Operations**

The following operations shall be included as part of this Activity:

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

The de-grassing and tyning of the existing pavement, the supply, cartage and incorporation of gravel (maximum depth of additional layer to be 150 mm) and water, mixing compaction and trimming of the pavement material. The gravel material shall be tipped in a continuous and neat windrow along the shoulder of the roadway. A minimum width of 3.5m smooth, gravel free and safe traffic lane shall be allowed at all times for traffic vehicles with the adequate signage in place as per the MUTCD Part 3.

The trimming and rolling to shape of the compacted re-sheeted formation.

All other operations included in the Applicable Specification.

Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

#### **3.4.3 Applicable Specifications**

MRTS 02 Provision for Traffic

MRTS 03 Drainage, Retaining Structures and Protective Treatments

MRTS 04 General Earthworks

MRTS 05 Unbound Pavements

MRTS 51 Environmental Management

All grass and other vegetation shall be removed from the work area and disposed of in an approved manner. The existing formation material shall be shaped to form a surface parallel to the planned finished surface of the shoulder. This surface shall be wide enough to enable the completed formation to conform to the cross-section shape specified in the contract. Where the reformed surface is greater than 75 mm below the planned finished surface, the surface shall be watered and compacted to a firm condition with no visible vertical movement under the compaction equipment before material is added. Where the reformed surface is less than 75 mm below the planned finished surface, the surface shall be scarified to a depth of 75 mm below the planned finished surface and watered to enable compaction after new material has been added.

#### **3.4.4 Restoration Standard**

The formation cross fall measured using the grader blade or other means shall be within 4% to 6%.

Superelevation around curves shall also be 4% to 6%.

No water shall pond on the surface. The graded surface shall be watered and rolled to provide a sound tight surface with minimal loose stones and no visible vertical movement. The cross section shall be visually uniform.

### 3.4.5 Activity Item and Unit of Measurement

Gravel Resheeting –150mm m<sup>3</sup> (compacted)

Gravel Resheeting –100mm m<sup>3</sup> (compacted)

### 3.4.6 Testing Requirements

Material is to be in accordance with AARB material standards, see section 5.B Material Supply (Unsealed Roads) for further details.

Material	
Approval for use	All materials need to be approved for use by the Superintendent prior to use.
Construction	
Segregation (Grading) – Visual	1/500m of road
Compaction subgrade	Proof roll (GVM 20t vehicle) – no visible deflection
Compaction pavement	Proof roll (GVM 20t vehicle) – no visible deflection
Geometrics	
Horizontal, width compliance check	1 test per 100m
Crossfall primary	1 test per 100m (3 points across width)
Vertical, straight edge	1 test per 100m (L & R) (max deviation from a straight edge < 8mm).
Depth	Material Delivery dockets to verify quantity. Layer thickness 1 test per 100m (+10mm / -0mm)

### 3.4.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.). Assessment photographs of completed works are required along the centreline at every 100m or part thereof. Depths of treatment photographs are required every 100m or part thereof. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## 3.5 Bulk Fill

This item applies in respect of:

Bulk Fill - Local

Bulk Fill – Imported (> 10m3) – Select Fill Class B material

Bulk fill – Selected Fill Material – Select Backfill Material

### 3.5.1 Description

The addition of imported select fill material for backfilling scours, washouts or loss of formation. Construction of embankments are also included within this activity.

### 3.5.2 Work Operations

The following operations shall be included as part of this Activity:

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

The benching into firm material, removal of unsuitable material, compaction of foundations.

The de-grassing, scarifying and preparation of the existing formation and the incorporation of water and adequate compaction of the formation and imported Class B (>CBR 15) Select Fill material or Selected Backfill Material as required.

The supply, cartage and incorporation of Class B (>CBR 15) Select Fill material or Selected Fill Material and water as required.

The compacting of Class B (>CBR 15) Select Fill or Selected Fill Material in layers as per Main Roads Technical Standard “MRTS04 General Earthworks - Table 15.3 A – Layer thickness for compaction.”

The trimming and rolling to shape of the compacted restored formation and surrounding disturbed area.

All other operations included in the Applicable Specification.

Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

### 3.5.3 Applicable Specifications

MRTS 02 Provision for Traffic

MRTS 03 Drainage, Retaining Structures and Protective Treatments

MRTS 04 General Earthworks

MRTS 05 Unbound Pavements

MRTS 51 Environmental Management

All grass, other vegetation and unsuitable material shall be removed from the work area and disposed of in an approved manner. Benching into the existing formation is required to tie in the new embankment. The foundation or base of the embankment zone shall be compacted prior to placement of fill in layers. This surface shall be wide enough to enable the completed formation to conform to the cross-section shape specified in the contract.

### 3.5.4 Restoration Standard

The graded surface shall be watered and rolled to provide a sound tight surface with minimal loose stones and no visible vertical movement.

The cross section shall be visually uniform and transition neatly into the existing adjoining profile.

### 3.5.5 Activity Item and Unit of Measurement

5.5a Embankment – Bulk (>10m3) – Select Fill Class B material m<sup>3</sup> (compacted)

5.5b Embankment – Detail (<10m3) – Select Fill Class B material m<sup>3</sup> (compacted)

5.5c Embankment – Bulk – Selected Fill material m<sup>3</sup> (compacted)

5.5d Embankment – Bulk – Local m<sup>3</sup> (compacted)

### 3.5.6 Testing Requirements

Material is to be in accordance with AARB material standards, see section 5.B Material Supply for further details.

Material	
CBR	Q113A: 2/source/contract batch
Material Classification	2/source/contract batch
Approval for use	All materials need to be approved for use by the Superintendent prior to use. See section 5.B Material Supply for further details.
Construction	
Compaction	Proof roll (GVM 20t vehicle) – no visible deflection
Proof Roll (GVM 20t vehicle)	no visible vertical movement
Geometrics	
Horizontal, width compliance check	Visual Uniform surface / neat transition
Depth	Material Delivery dockets to verify quantity.

### 3.5.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.). Sufficient assessment photographs of completed works to confirm extent (including depth) of works are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## 3.6 Heavy Shoulder Grading - Rural

### 3.6.1 Description

The grading of unsealed shoulders located in a rural environment (greater than 60 kmph speed restriction) to reinstate the correct profile. This activity does not include the addition of imported gravel/material. This activity does include the treatment of the adjacent surface drainage.

### 3.6.2 Work Operations

The following operations shall be included as part of this Activity:

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

The de-grassing and tyning of the existing shoulder (including the winning of any suitable material on site adjacent to the width of the shoulder to be maintained), the incorporation of gravel (supplied to the work site under Activity Code 5.3, if indicated in the contract, or won from site) and watering, mixing, compaction and trimming of the shoulder material.

Brooming of the sealed surface to remove any loose material.

All other operations in the Applicable Specifications.

Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

### 3.6.3 Applicable Specifications

MRTS 02 Provision for Traffic

MRTS 03 Drainage, Retaining Structures and Protective Treatments



### 3.6.4 Restoration Standard

At the sealed/unsealed interface, the finished unsealed surface shall be even and within +0, -10 mm of the height of the adjacent seal. Shoulder cross fall measured using the grader blade or other means shall be within +0, -2% (absolute) when compared to the cross fall of the adjacent sealed pavement.

*Note:*

Where the cross fall of adjacent sealed pavement is so irregular that the + 0, - 2% (absolute) standard cannot be achieved, the cross fall on the finished unsealed surface shall be consistent with allowing the free drainage of water off the sealed pavement. In general, the width of the finished shoulder shall not exceed:

- 3m where seal width is less than 4.5m
- 2m where seal width is between 4.5 and 5.6m
- 1.5m where seal width is greater than 5.6m

See "Notes on Finished Cross Sections" below.

The graded surface shall be watered and rolled to provide a sound tight surface. No loose material shall be left on the sealed carriageway, in drains or around roadside furniture. The surface of the sealed carriageway shall not be damaged

### Notes on Finished Cross Section

Suitable material which may exist outside the required shoulder width, and which is winnable, should be considered for use for shoulder re-sheeting before additional material is brought to the site.

Bus pull off areas or widened shoulders at intersections and turnouts are not to be reduced in width and shall be included in the work activity. Where the width of the existing shoulder being graded is less than the width specified previously under this Section, the width of the existing shoulder need not be increased to the width given, except where this will be done at no additional cost to the Principal. Confirmation of width required must be sought in writing from the Superintendent in cases of discrepancy between onsite conditions and scope requirements in the contract. Overall, finished shoulder width shall be constant and within +300mm/-100mm of the width nominated in the contract.

### 3.6.5 Activity Item and Unit of Measurement

Heavy Shoulder Grading Shoulder - Rural Shoulder      m - side

### 3.6.6 Testing Requirements

Construction	
Compaction pavement	Proof roll (GVM 20t vehicle) – no visible deflection
Proof roll	Vehicle approved by Superintendent – No vertical movement Proof rolling is to be done for all areas in between the compaction tests and is to be signed off on the contractors Inspection & Test plans
Geometrics (required on both subgrade and finished pavement level)	
Horizontal, width compliance check	1 test per 100m (+300mm / - 100mm)
Vertical primary	1 test per 100m (3 points across width) (+/-0.5%)
Vertical, straight edge	1 test per 50m (L & R) (max deviation from a straight edge < 5mm).

### **3.6.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.). Assessment photographs of completed works are required along the centreline at every 100m or part thereof. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## **3.7 Reshape Table Drains**

### **3.7.1 Description**

The cleaning and reshaping of existing surface drains adjacent to the road formation. Does not include work done on drainage lines treated under Activity Code 5.2, Heavy Formation Grading.

This Activity includes where necessary, removal and reinstatement of guide posts and signs.

### **3.7.2 Work Operations**

The following operations shall be included as part of the above Activity:

- The removal and reinstatement of roadside furniture (e.g. guide posts, signs, etc.) as required.

- The removal of vegetation and debris on work area.

- The adequate erosion and sediment control within the drain as per current environmental protection standards.

- The restoration of the drain to the specified standard, including the cut to fill earthworks, trimming and disposal of all necessary material.

- All other operations included in the Applicable MRTS Specifications.

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirement for compliance in these areas.

### **3.7.3 Applicable Specifications**

- MRTS 02 - Provision for Traffic

- MRTS 03 - Drainage, Retaining Structures and Protective Treatments

- MRTS 04 - General Earthworks

- MRTS 51 - Environmental Management

- TMR Standard Drawing – 1178 'Diversion of Water – Diversion of water from roadway and table drains'

### **3.7.4 Restoration Standard**

The drain shall be constructed as per the requirement in the contract. It is recognised in some cases where a shoulder has insufficient width (which cannot be corrected because of physical constraints), it is desirable to lessen the restoration depth and/or batter slope to ensure the drain itself remains trafficable (i.e. 600mm wide, 150mm deep, batter slope 1 on 4.) In this instance, the installation of the drains shall be undertaken to a standard that does not lessen the trafficable surface which is currently available to the road users (i.e. the existing shoulder and/or trafficable drain batter shall remain trafficable). The motorists should not perceive that the trafficable width has altered. The drain shall be free of all material that could block the flow of water into the drain and along it. The base shall be evenly sloped to allow water to flow to the outlet. The base of the drain shall be at least 500 mm below the edge of the road shoulder (for earth drains).

### **3.7.5 Activity Item and Unit of Measurement**

Reshape Table Drains Linear/m

### 3.7.6 Testing Requirements

Geometrics	
Cross section (Depth, Invert width, Total width, transverse & longitudinal grade)	1 per 100 metres
Water Ponding, no ponding of water	Visual test

### 3.7.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.).

Assessment photographs of completed works are required along the centreline at every 100m or part thereof. Depths of treatment photographs are required every 100m or part thereof. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## 3.8 Resurface - Bitumen Seal (2 Coat)

### 3.8.1 Description

The treatment of the roadway surface using certified sprayer and plant, bitumen and precoated screenings.

### 3.8.2 Work Operations

The following operations shall be included as part of this Activity:

Preparation of the surface, including the installation of offset points for the spotting of the centre and edge lines upon completion of the reseal works.

Preparation of a suitable seal design, to the satisfaction of the Superintendent. This seal design is to be based on test results of aggregate from the project stockpile.

The supply, carting, heating and spraying of a bitumen seal coat (including cutter and additive) at the design spray rate.

The supply, carting, spreading and rolling etc., of a precoated aggregate, at the design spread rate

The supply and installation of TRPM's or line spotting as required.

All other operations in the Applicable Specifications (i.e. MRTS 02, 11, 22 etc.) for this Activity (e.g. sweeping, incorporation of cutter and additive etc.).

Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

### 3.8.3 Applicable Specifications

MRTS 02 Provision for Traffic

MRTS 11 Sprayed Bituminous surfacing (excluding emulsion).

MRTS 12 Sprayed Bituminous Emulsion Surfacing

MRTS 17 Bitumen

MRTS 19 Bitumen Cutter and Flux Oils

MRTS 21 Bituminous Emulsion

MRTS 22 Supply of Cover Aggregate.

MRTS 51 Environmental Management

### 3.8.4 Restoration Standards

Dimensions to be not less than 50mm, nor exceed by 150 mm, the length and width specified.

To present a uniform appearance with close stone contact.

No loose material shall be left on the sealed carriageway. Install Temporary Raised Pavement Markers (TRPM's) and/or spotting if where line marking existed prior.

### 3.8.5 Activity Item and Unit of Measurement

Bitumen Seal (2 Coat) m<sup>2</sup>

### 3.8.6 Testing Requirements

Minimum test frequency:

Seal:

Approval of seal design by the Principal is required 10 working days prior to application of seal.

Cover Aggregate test requirements		
10% Fines	Q205B	1/source/contract
Wet/Dry Strength	Q205C	1/source/contract
Crushed Particles	Q215	1/source/contract
Weak Particles	Q217	1/source/contract
Particle size distribution	Q103B	1 per 400 t
Modified Tray Test	Q219	1 per 400 t
Degradation Factor min.	Q208B	1 per 400 t
Average Least Dimension	Q202B	1 per 400 t
Flakiness Index	Q201	1 per 400 t
Pre-coating	Q216	1 per 400 t
Bitumen sample		1 per tank
Roller Passes Min. Cutback, Multigrade and bitumen		6 passes
Roller Passes Min. Polymer Modified bitumen		9 passes
Application Rates -		Spread/Spray Records.
Field Spread Rate	Q711A	1/Day
Ball Penetration Testing (1 site patch)	Q706 or AG: PT/T251	

The testing requirements listed for all the materials above shall apply to the cumulative quantities used throughout the contract and not to specific lots. Where the individual site quantity does not reach the required testing frequency, the quantity shall be aggregated with other lot quantities from that specific supply source until such time as a test is required. Lot quantities may be recorded on a materials testing register and testing initiated once the cumulative total for a specific supply source reaches the specified figure.

### 3.8.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.). Assessment photographs of completed works are required along the centreline at every 100m or part thereof. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

### **3.9 Stone Pitching (Repair)**

#### **3.9.1 Description**

The supply and installation of stone pitching for surface protection from scouring typically located at batters, flood ways, culverts etc.

#### **3.9.2 Work Operations**

The following operations shall be included as part of this Activity:

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

The supply and installation of stone pitching shall be carried in accordance with MRTS 03 and MRTS 70.

The rock shall be sound rock which does not disintegrate in water and which has been selected to match the existing rock pitching where appropriate.

Cement mortar for bedding shall consist of 1 part by volume of Type GP cement to 3 parts by volume of clean fine sand with only sufficient water added to achieve a plastic like texture.

The mortar shall be able to retain its shape and not flow like liquid.

The surface preparation prior to stone pitching.

Grouted rock pitching shall be constructed in accordance with applicable standard drawings.

Rock protection shall have a uniform appearance overall, and shall not have noticeable overall irregularities in horizontal and vertical alignments.

All other operations included in the applicable MRTS Specifications.

Where clarification of details in relation to these Work Operations is required, the following applicable specifications provide additional requirements for compliance.

#### **3.9.3 Applicable specifications**

MRTS 02 Provision for Traffic

MRTS 03 Drainage, Retaining Structures and Protective Treatments

MRTS 04 Earthworks

MRTS 70 Concrete

MRTS 51 Environmental Management

#### **3.9.4 Restoration Standard**

As per the applicable specifications.

Surface finishing (open / closed) face is to match the surrounding stone pitching. Where no existing stone pitching is evident the default is closed face. Leave work site safe and tidy. Remove all loose material; no material shall be left in place that may block watercourses or drains.

Rock shall be clean, hard, dense and durable. In addition, it shall be resistant to weathering, free from overburden, spoil, shale, dust and organic matter. Rock that is laminated, fractured, porous, or otherwise physically weak shall not be used.

The stone sizes shall vary between 150 mm and 250 mm with no stones smaller than 150mm unless required for wedging. Stone shall, where possible, be angular/crushed but in no case shall their least dimension be less than half their greatest dimension.

#### **3.9.5 Activity Item and Unit of Measurement**

Stone pitching m<sup>3</sup>

### 3.9.6 Testing Requirements

Material	
Grout 1 part Cement GP / 3 parts sand by volume (no decomposed granite)	
Construction	
Surface preparation	Visual inspection – compacted, no loose / foreign material
Completed works	Visual inspection – stones well placed, uniform grouting, no loose stones

### 3.9.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.).

Sufficient assessment photographs of completed works to confirm extent (including depth) of works are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

### 3.10 Reconstruct Roads

#### 3.10.1 Description

Where extensive subgrade failure or material contamination has occurred, and the use of an overlay or stabilised layer cannot economically or suitably bridge the failure, reconstruction of the road will likely be required. Where road pavement damage such as peeling/stripping of seal (due to overland flow) or shallow pavement failures (i.e. above subgrade) have occurred, Reconstruct unbound granular base should be nominated. This treatment allows for repair/replacement of the top 150mm of unbound pavement ready for sealing. For treatment of localised areas of severely damaged or contaminated shoulders or verges, Reconstruct Unsealed Shoulder should be used.

#### 3.10.2 Work Operations

The following operations shall be included as part of the above Activity:

- The removal and reinstatement of roadside furniture (e.g. guide posts, signs, etc.) as required.
- The excavation of the failed area to the approved pavement design depth including the removal of any loose material from the area to be repaired.
- Compaction of the excavated surface (where the surface has been loosened)
- Preparation of the existing surface including brooming
- The formation of a vertical face to a minimum depth equal to the pavement design for the full length of the excavated edges. The repairs shall be rectangular in shape.
- Supply, placement and compaction of pavement material.
- All other operations included in the Applicable Specifications.

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirement for compliance in these areas.

#### 3.10.3 Applicable Specification

- MRTS 02 Provision for Traffic
- MRTS 05 Unbound Pavements
- MRTS 11 Sprayed Bituminous surfacing (excluding emulsion).
- MRTS 12 Sprayed Bituminous Emulsion Surfacing
- MRTS 17 Bitumen
- MRTS 19 Bitumen Cutter and Flux Oils

MRTS 21 Bituminous Emulsion  
MRTS 22 Supply of Cover Aggregate.  
MRTS 51 Environmental Management

### 3.10.4 Restoration Standards

As per above MRTS specifications.

The finished surface shall conform to the shape of the surrounding road surface

The deviation from a 3m straightedge placed along the wheel paths shall be no more than + 8 mm, - 5mm due allowance being made for design shape, where relevant.

### 3.10.5 Activity Item and Unit of Measurement

Reconstruct Road                      m<sup>2</sup>

### 3.10.6 Testing Requirements

Material is to be in accordance with AARB material standards, see section 5.B Material Supply (Sealed Roads) for further details.

Materials	
Grading (Q103A)	1/source/contract batch
Liquid Limit (Q104A)	1/source/contract batch
Plasticity Index (Q105)	1/source/contract batch
Linear Shrinkage (Q106)	1/source/contract batch
Fines ratio (0.075 0.045)	1/source/contract batch
PI or LS x .425	1/source/contract batch
CBR (Q113)	1/source/contract batch

Material	
Approval for use	All materials need to be approved for use by the Superintendent prior to use.
Construction	
Segregation (grading) - visual	1/500m of road
Compaction formation	RDD Q141B & Q140A; CV >= 97% (standard) 1/1000m of road; Min. 2 tests/lot
Compaction pavement	RDD Q141B & Q140A; CV >= 100% (standard) 1/1000m of road; Min. 2 tests/lot





Approval for use:

All materials need to be approved for use by the Superintendent prior to use.

### **3.11.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.).

Assessment photographs of completed works are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## **3.12 Replace Head/end wall – cast in-situ**

### **3.12.1 Description**

The installation or replacement In Part or in Full of In situ Reinforced Concrete Headwalls including any backfilling. Jointing, curing, stripping and foundation preparation all included.

### **3.12.2 Work Operations**

The following operations shall be included as part of the above Activity:

- The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.
- The removal of existing end structures to allow works to proceed followed by the trimming of the scoured profile to provide neatly battered slopes.
- The removal of vegetation and debris on work area
- Supply, cartage and placement of all materials required to construct the end structure.
- Construction of the replacement structure shall be in accordance with MRTS70 Concrete, MRTS71 reinforcing steel and DMR Standard Drawing No. 1304F (Headwalls).
- The supply and installation of formwork
- The supply and installation of steel reinforcement and jointing
- The saw cutting of the pavement and or existing concrete surfaces where required.
- The curing of the concrete surfaces in accordance with MRTS70
- The stripping and disposal of formwork, false work
- The backfilling with drainage media and pavement material where required
- The trimming and rolling to shape of the compacted formation.
- The reinstatement of pavement protection such as sprayed bitumen seal or asphalt in places demolished to construct the concrete works
- All other operations included in the applicable MRTS Specifications.

Where clarification of details in relation to the above Work Operations is required, the following applicable specifications provide additional requirement for compliance in these areas.

### **3.12.3 Applicable specifications**

- MRTS 02 Provision for Traffic
- MRTS 03 Drainage, Retaining Structures and Protective Treatments
- MRTS 04 General Earthworks
- MRTS 05 Unbound Pavements
- MRTS 51 Environmental Management
- MRTS 70 Concrete
- MRTS 71 Reinforcing Steel

### **3.12.4 Restoration Standard**

The concrete shall be replaced, in full or in part, to the standards specified for new work in specification MRTS03 and the relevant Construction drawings/documentation in the contract. All rebound, overspray, dumped, cut-out concrete material and all excess material shall be cleared and disposed of in accordance with MRTS51 Environmental Management at an appropriate location.

The finished concrete surface shall be of neat appearance with lines generally conforming to the surface levels, i.e. flat surfaces on straight batters and curved surfaces where batters are curved.

Concrete strength shall be 32MPa with 20mm aggregate minimum. The tolerances of the finished surface shall be such that the gap beneath a straight-edge 2.0 m long placed anywhere on the finished surface shall not exceed 5 mm, due allowance being made for the design shape, where relevant. All reinforcement steel shall be provided sufficient cover and concrete finishing and curing operations carried out as per MRTS70 Concrete. The replacement Structure shall be constructed to the specified geometry and standard so that it may carry out its purpose effectively.

### 3.12.5 Activity Item and Unit of Measurement

Replace head/end wall – cast in-situ m<sup>3</sup>

### 3.12.6 Testing Requirements

Material: Pavement material is to be in accordance with AARB material standards, see section 5.B Material Supply (Unsealed/Sealed Roads) for further details.

Materials: Concrete Aggregate	
Grading (Q103A)	1/stockpile
Liquid Limit (Q104A)	1/stockpile
Plasticity Index (Q105)	1/stockpile
Linear Shrinkage (Q106)	1/stockpile
Fines ratio (0.075/0.045)	1/stockpile
PI or LS x .425	1/stockpile
CBR (Q113A)	1/source/contract batch
Quarry Assessment Certification	1 per supplier
Materials: Concrete	
Concrete Mix design	Minimum - 32MPa / 20mm aggregate
Bedding Material: Sand	
Approvals for use	All materials need to be approved for use by the Superintendent prior to use. Allow 10 working days for mix design approvals.
Construction	
Subgrade Compaction	RDD Q141B & Q140A; Cv >= 97% (standard) Min. 2 tests/lot
Granular Pavement Compaction	RDD Q141B & Q140A; CV >= 100% (standard) 1/200m of road; Min. 2 tests/lot

Concrete	
Compressive testing of cylinders	1 x 7 day, 2 x 28 day, per agitator load
Slump	1 per agitator load, 80mm (+ / - 15mm)
Geometrics	
Horizontal	+ / - 10mm
Vertical, primary	+ / - 10mm
Steel reinforcement	All areas (+ / - 5mm)

### 3.12.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.).

Assessment photographs of completed works are required looking up each cell from the end structure. Also provide a photo which demonstrates site condition where replacement headwall was required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

### 3.13 Replace Head/end wall – precast

#### 3.13.1 Description

The replacement or installation of culvert end structures to drainage structures. The supply and placement of backfill material to the structure.

#### 3.13.2 Work Operations

The following operations shall be included as part of the above Activity:

- The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

- The removal of existing end structure (if applicable)

- The preparation of foundation

- The supply and installation of precast headwalls in accordance with MRTS 03.

- The backfilling with drainage media and pavement material where required

- The compaction and trimming to shape of any disturbed roadway formation including table drains, shoulders and carriageways.

- The reinstatement of pavement protection such as sprayed bitumen seal or asphalt in places demolished to construct the concrete works

- All other operations included in the applicable MRTS Specifications.

Where clarification of details in relation to the above Work Operations is required, the following applicable specifications provide additional requirement for compliance in these areas.

#### 3.13.3 Applicable Specification

- MRTS 02 Provision for Traffic

- MRTS 04 General Earthworks

- MRTS 70 Concrete

- MRTS 51 Environmental Management

#### 3.13.4 Restoration Standards

As per above MRTS.

Edges are to be squared and neat i.e. saw cut prior to excavation. The replacement Structure shall be constructed to the specified geometry and standard so that it may carry out its purpose effectively.

### 3.13.5 Activity Items and Units of Measurement

Supply and Install Sloping Culvert End Structures each

### 3.13.6 Testing Requirements

Minimum testing frequency:

Materials:

Materials: Bedding/haunch Zone/Overlay Zone and Side Zone	
Grading (Q103A)	1 per source/ contract
Linear Shrinkage (Q106)	1 per source/ contract
Dry Density-Moisture Relationship (Q142A)	1 per source/ contract
Geometrics	
Longitudinal Grade	0.5% minimum
Inlet	Invert Level within (+ / - 10mm)
Outlet	Invert Level within (+ / - 10mm)
Horizontal position	(+ / - 10mm)

### 3.13.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's).

Assessment photographs of completed works are required looking up each cell from the end structure. Also provide a photo which demonstrates site condition where replacement headwall was required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## 3.14 Patch Repairs (Max 20 m<sup>2</sup>)

### 3.14.1 Description

The repair of pavement and surfacing by removal of deteriorated pavement and surface and replacement with new pavement material and bitumen seal treatment, to profile. Includes restoration of seal surface

### 3.14.2 Work Operations

The following operations shall be included as part of the above Activity:

- The removal and reinstatement of roadside furniture (e.g. guide posts, signs, etc.) as required.
- The excavation of the failed area to the approved pavement design depth including the removal of any loose material from the area to be repaired.
- Compaction of the excavated surface (where the surface has been loosened)
- Preparation of the existing surface including brooming
- The formation of a vertical face to a minimum depth equal to the pavement design for the full length of the excavated edges. The repairs shall be rectangular in shape.

Supply, placement and compaction of pavement material. Preparation of the surface, including the installation of offset points for the spotting of the centre and edge lines upon completion of the reseal works.

The supply and application of a bitumen seal treatment to profile

All other operations included in the Applicable Specifications.

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirement for compliance in these areas.

### 3.14.3 Applicable Specification

MRTS 02 Provision for Traffic

MRTS 05 Unbound Pavements

MRTS 11 Sprayed Bituminous surfacing (excluding emulsion).

MRTS 17 Bitumen

MRTS 19 Bitumen Cutter and Flux Oils

MRTS 22 Supply of Cover Aggregate.

MRTS 51 Environmental Management

SS Premix Asphalt

### 3.14.4 Restoration Standards

As per above MRTS.

The finished surface shall conform to the shape of the surrounding road surface. The deviation from a 3m straightedge placed along the wheel paths shall be no more than + 8 mm, -5mm due allowance being made for design shape, where relevant.

### 3.14.5 Activity Item and Unit of Measurement

Patch Repairs m<sup>2</sup>

### 3.14.6 Testing Requirements

Material: Pavement material is to be in accordance with AARB material standards, see section 5.B Material Supply (Sealed Roads) for further details.

Materials: Concrete Aggregate	
Grading (Q103A)	1/source/contract batch
Liquid Limit (Q104A)	1/source/contract batch
Plasticity Index (Q105)	1/source/contract batch
Linear Shrinkage (Q106)	1/source/contract batch
Fines ratio (0.075 0.045)	1/source/contract batch
PI or LS x .425	1/source/contract batch
CBR (Q113A)	1/source/contract batch
Quarry Assessment Certification	1 per supplier
Approval for use	All materials need to be approved for use by the Superintendent prior to use

Construction	
Segregation (Grading) visual	1/500m of road
Compaction formation	RDD Q141B & Q140A; Cv >= 97% (standard) 1/500m of road. Min. 2 tests/lot
Pavement Compaction	RDD Q141B & Q140A; CV >= 100% (standard), 1/500m of road; Min. 2 tests/lot
Proof Roll	Vehicle approved by Superintendent – No vertical movement Proof rolling is to be done for all areas in between the compaction tests and is to be signed off on the contractors Inspection & Test plans
Geometrics	
Horizontal Straightedge	1 per 10m, (minimum 1 / patch in wheel path and at interface)
Depth below Road Surface	1 per 10m

### 3.14.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's). Assessment photographs, sufficient to allow verification of extent of completed works, are required. Electronic copies of photographs must be received by Council in order to enable payment of Contractor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

### 3.15 Pothole Patch – Large / Small

#### 3.15.1 Description

The repair with asphalt or premix of an isolated hole or series of holes in the sealed roadway surface that is in otherwise sound condition

#### 3.15.2 Work Operations

The following operations shall be included as part of the above Activity:

- The removal of any cracked or loose material from the area to be repaired
- The formation of a vertical face on the hole edges. The edges of the hole are to be cleaned and shaped in the form of a rectangle.
- The supply and application of a bitumen emulsion tack coat
- The supply, placement and compaction of the asphalt or premix
- All other operations included in the Applicable Specifications.

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirement for compliance in these areas.

#### 3.15.3 Applicable Specification

- MRTS 02 Provision for Traffic
- MRTS 12 Sprayed Bituminous Emulsion
- MRTS 21 Bitumen Emulsion
- MRTS 30 Dense Graded Asphalt Pavements
- MRTS 51 Environmental Management
- SS Premix Asphalt

### 3.15.4 Restoration Standards

As per above MRTS specifications.

The finished surface shall be within  $\pm 5\text{mm}$  of the height of and conform to the shape of the surrounding road surface. The standard of compaction shall be such that the final passes of the compaction equipment leave no impressions of the restored surface. No loose material shall be left on the sealed roadway.

### 3.15.5 Activity Item and Unit of Measurement

Pothole Patch – Large ( $\geq 500\text{mm} \times 500\text{mm}$ ) each

Pothole Patch – Small ( $\leq 500\text{mm} \times 500\text{mm}$ ) each

### 3.15.6 Testing Requirements

Visual Inspection

### 3.15.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's).

Assessment photographs, sufficient to allow verification of extent of completed works, are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## 3.16 Demolition of Existing Concrete Elements (including reinforced.)

### 3.16.1 Description

The demolition, removal, and disposal of concrete elements.

### 3.16.2 Work Operations

The following operations shall be included as part of the above Activity:

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

Carry out all operations associated with the demolition of concrete including saw cutting where required

During work operations no damage shall result to adjacent work.

The removal and disposal of concrete.

The compaction of gravel in layers greater than 75mm and less than 250mm.

All other operations included in the applicable MRTS Specifications.

The cleanup of the site including the disposal of any waste/removed material and Concrete in accordance with MRTS51 Environmental Management and any State Government legislation or Local Government By-laws that is applicable.

Where clarification of details in relation to the above Work Operations is required, the following applicable specifications provide additional requirement for compliance in these areas.

### 3.16.3 Applicable specifications

MRTS 02 Provision for Traffic

MRTS 04 General Earthworks

MRTS 51 Environmental Management

### 3.16.4 Restoration Standard

Saw cut and ensure adjoining structures to remain are not damaged. During work operations no damage shall result to adjacent work.

### 3.16.5 Activity Item and Unit of Measurement

Demolish Existing Concrete m<sup>3</sup>

### **3.16.6 Testing Requirements**

Visual Inspection: Work completed in accordance with work operations. Area clean and free of debris. Material disposed in appropriate manner.

### **3.16.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.)

Assessment photographs of pre-existing concrete element and adjacent areas accompanied by photographs of the completed works are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims.

## **3.17 Clearing of Mixed Debris Material**

### **3.17.1 Description**

The clearing of debris, vegetation, dense mixed material and silt impeding the free flow of water into and out of culverts, pipes and pits. Includes the loading, cartage from site and disposal (and any associated fees) of unsuitable material.

### **3.17.2 Work Operations**

The following operations shall be included as part of the above Activity:

The removal of vegetation and debris adjacent to inlets and outlets.

The restoration of the drain cross-section to ensure flow of water to and from the outlet.

Disposal of all necessary material.

All other operations included in the Applicable Specifications.

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirement for compliance in these areas.

### **3.17.3 Applicable Specification**

MRTS 02 Provision for Traffic

MRTS 03 Drainage, Retaining Structures and Protective Treatments

MRTS 04 General Earthworks

MRTS 51 Environmental Management

### **3.17.4 Restoration Standards**

As per above MRTS. The inlets and outlets shall be free from all material that could block the free flow of water. The base shall be evenly sloped to allow water to flow to/from the outlet.

Sediment and material removed from the Culvert, Pipe or Pit, by means of excavation, flushing or otherwise. Material shall be captured and removed in accordance with MRTS51 Environmental Management.

### **3.17.5 Activity Item and Unit of Measurement**

5.18 Clearing of Mixed Debris material m<sup>3</sup>

### **3.17.6 Testing Requirements**

Visual Inspection per site

### **3.17.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's). Assessment photographs, sufficient to allow verification of extent of completed works, are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.



### **3.18 Repair of Culverts and Pipes**

#### **3.18.1 Description**

All work associated with the repair or replacement of isolated sections of pipe / culvert damage. Includes excavation and exposure of damaged section. Includes backfilling to profile and the provision of associated inlet and outlet drains. Includes bitumen surfacing where required.

#### **3.18.2 Work Operations**

The following operations shall be included as part of the above Activity:

- The removal and reinstatement of roadside furniture (e.g. guide posts, signs, etc.) as required.
- The excavation and exposure of the damaged section and removal of all necessary material
- The repair or replacement of the culvert or other drainage structure to the specified standard, including the excavation and removal of all necessary material.
- The trimming, compaction of the bottom of trench (if required).
- The supply and installation of bedding and haunch material (if required).
- The supply and reinstatement of suitable pavement material.
- The supply and application of bitumen surfacing where required
- All other operations included in the Applicable Specifications.

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirement for compliance in these areas.

#### **3.18.3 Applicable Specification**

- MRTS 02 Provision for Traffic
- MRTS 03 Drainage, Retaining Structures and Protective Treatments
- MRTS 05 Unbound Pavements
- MRTS 70 Concrete
- MRTS 51 Environmental Management

#### **3.18.4 Restoration Standards**

As per above MRTS specifications.

Edges are to be squared and neat i.e. saw cut prior to excavation. Surface finish is to be flush with surrounding existing surface. The graded surface shall be watered and rolled to provide a sound tight surface with minimal loose stones and no visible vertical movement. No water shall pond on the finished pavement surface above the installed pipe/s. The cross section shall be visually uniform to that shown on the relevant standard cross section and in compliance with the relevant MRTS specifications.

The grade of the replacement pipe shall match the existing/previous or adjoining pipe component such that a uniform grade is achieved and no ponding occurs along the length of the culvert structure. Where the fall of the pipe is not obvious, a level check shall be performed to determine the inlet and outlet arrangement and a minimum 0.5% grade shall be achieved.

#### **3.18.5 Activity Item and Unit of Measurement**

Replace RCP various                      linear m

#### **3.18.6 Testing Requirements**

Minimum testing frequency:

Materials- Pavement material is to be in accordance with AARB material standards, see section 5.B Material Supply (Unsealed/Sealed Roads) for further details.

<b>Bedding/haunch Zone/Overlay Zone and Side Zone</b>	
Grading (Q103A)	1 per source/contract
Linear Shrinkage (Q106)	1 per source/contract
Dry Density-Moisture Relationship (Q110A)	1 per source/contract
Compaction foundation	(MDR) Q142A RDD Q141B & Q140A (CV >=95%) (1 test per pipe or 25m whichever is the lesser)
Compaction backfill	(MDR) Q142A RDD Q141B & Q140A (CV >=100%) (1 test per pipe or 25m whichever is the lesser)
Compaction base	(MDR) Q142A RDD Q141B & Q140A (CV >=100%) (1 test per pipe or 25m whichever is the lesser)
<b>Geometrics</b>	
Longitudinal Grade	0.5% minimum
Inlet	Invert level within (+/- 10mm)
Outlet	Invert level within (+/- 10mm)
Horizontal Position	(+/- 10mm)
Pipe/ inlet/ outlet clean and free draining with no ponding at the invert Visual Test 1/culvert	

### 3.18.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.).

Assessment photographs of completed works are required looking up each cell from the end structure. Also provide a photo which demonstrates site condition are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## 3.19 Rock Protection

### 3.19.1 Description

The addition of imported crushed rock for backfilling scours and washouts. Scour protection is also included within this activity. This includes benching into firm material, removal of unsuitable material, compaction of foundations incorporating water where required. Shaping to the required profile and trimming the area surrounding the embankment where it ties in is also included. Rock fill shall be mechanically interlocked into place. Size of material is to be confirmed on site by the Superintendent.

### 3.19.2 Work Operations

The following operations shall be included as part of this Activity:

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

The removal of unsuitable material from the work area to an approved spoil location.

The supply, cartage and placement of rock spalls conforming to Main Roads Technical Specification "MRTS04 General Earthworks – 14.2.3 Rock Fill and 15.4 Mechanical Interlock Method of Construction."

Compaction, trimming and rolling to shape of the compacted formation of the Rock fill.  
 Other work required to bring the formation up to subgrade level shall be ordered separately.  
 The trimming and rolling to shape of the compacted restored formation and surrounding disturbed area.  
 All other operations included in the Applicable MRTS Specifications.

Where clarification of details in relation to these Work Operations is required, the Applicable Specifications below provide additional requirements for compliance. All excavated material shall be disposed of or stored in a neat and tidy environmentally acceptable manner, away from the road formation and drainage lines. Material suitable for reuse shall be stored at nominated stock pile sites unless otherwise agreed.

**3.19.3 Applicable Specifications**

- MRTS 02 Provision for Traffic.
- MRTS 03 Drainage, Retaining Structures and Protective Treatments.
- MRTS 04 General Earthworks.
- MRTS 05 Unbound Pavements.
- MRTS 51 Environmental Management.

All grass, other vegetation and unsuitable material shall be removed from the work area and disposed of in an approved manner. Benching into the existing formation is required to tie in the new embankment. The foundation or base of the embankment zone shall be compacted prior to placement of rock spalls in layers. This surface shall be wide enough to enable the completed formation to conform to the cross-section shape specified in the contract.

**3.19.4 Restoration Standard**

The finished formation shall have a sound tight surface with no visible vertical movement. The cross section shall be visually uniform and transition neatly into the existing adjoining profile.

**3.19.5 Activity Item and Unit of Measurement**

Rock Protection            m<sup>3</sup>

**3.19.6 Testing Requirements**

*Material:*

Bedding/Haunch Zone/Overlay Zone and Side Zone	
Grading (Q103A)	2 per source/contract
Approval for use	All materials need to be approved for use by the Superintendent prior to use
Construction	
Geometrics	Visual inspection

**3.19.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's). Assessment photographs, sufficient to allow verification of extent (including depth) of completed works, are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

**3.20 Geofabric textile**

**3.20.1 Description**

The supply and installation of geofabric textile A29 Bidum or equivalent as specified in locations in the contract.

### **3.20.2 Work Operations**

The following operations shall be included as part of this Activity:

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

The supply, cutting to shape, overlapping / stitching as per manufacturers recommendations, labour to install

All other operations included in the Applicable Specification

Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

### **3.20.3 Applicable Specifications**

MRTS 02 Provision for Traffic

MRTS 03 Drainage, Retaining Structures and Protective Treatments

MRTS 04 General Earthworks

MRTS 05 Unbound Pavements

MRTS 27 Geotextiles (Separation and filtration)

MRTS 51 Environmental Management

Overlap wastage will not be paid separately, it is deemed to be included in rate of area specified in the contract.

### **3.20.4 Restoration Standard**

Ensure embankment activities don't foul the placed geofabric including where sheets are joined.

### **3.20.5 Activity Item and Unit of Measurement**

Geofabric textile                      m<sup>2</sup>

### **3.20.6 Testing Requirements**

*Material:*

Delivery docket                      Copy to prove type of fabric supplied is correct

*Approval for use:*

All materials need to be approved for use by the Superintendent prior to use.

### **3.20.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's). Sufficient assessment photographs of completed works to confirm extent (including depth) of works are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## **3.21 In situ Stabilisation - Cement**

### **3.21.1 Description**

The stabilisation in place of a subgrade or an existing pavement by the addition of a hydraulic stabilising agent – Cement. 50mm nominal additional material for maintaining profile is included in this activity code. Sprayed bitumen seals or asphalt is not included here.

### **3.21.2 Work Operations**

The following operations shall be included as part of the above Activity:

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.

The degreasing of the existing formation.

Offsetting the centreline and edge lines for line marking purposes, if required.

Binder content to be 2% by mass GB Cement. Variation to design to be approved by Superintendent.

The supply and incorporation of paving material to maintain profiles where required.

The supply and spreading of the stabilising agent – Cement as per specified dosage rates.

The mixing of the stabilised material.

The compaction of the stabilised material.

The grading of the compacted pavement to the correct profile.

Keeping the surface moist until the seal is applied.

Installation of temporary line marking, spotting lines, temporary reflective pavement markers, delineation and other traffic control devices such as signage until pavement works are completed.

All other operations in the Applicable Specifications.

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirements for compliance in these areas.

### 3.21.3 Applicable Specifications

MRTS 02 Provision for Traffic  
MRTS 04 General Earthworks  
MRTS 05 Unbound Pavements  
MRTS 07 In-Situ Stabilised Pavements  
MRTS 51 Environmental Management

The application rate shall not be allowed to exceed the nominated rate by more than 10 per cent. The stabilising agent incorporated in excess of the nominated rate shall be at no cost to the Principal.

### 3.21.4 Restoration Standard

The finished work shall meet the requirements of the relevant specifications and as provided here under.

The deviation from a straightedge placed on the finished surface and the adjoining road surface shall not exceed 5 mm

### 3.21.5 Activity Item and Unit of Measurement

In situ-Stabilisation - Cement m<sup>2</sup>

### 3.21.6 Testing Requirements

Material: For further detail material is to be in accordance with section 5.B Material Supply (Sealed Roads

Material		
Approval for use	All materials need to be approved for use by the Superintendent prior to use.	
Construction		
Stabilising agent content	Field spread rate of solid stabilising agents - fabric mat Q719	1/day design +/-0.2% absolute
Nominal depth	150mm	N/A
Relative compaction	Q140A, Q141A, Q142A	CV >= 100% (STD) 1 per 500m <sup>2</sup>
Proof Roll	(GVM 20t vehicle) Vehicle approved by Superintendent.	All sections No visible vertical movement.
Geometrics		
Horizontal, Width compliance check	1 per 50m	+0.2m/-0.0m

Vertical, Primary - Longitudinal joint	1 per 50m	+/-5mm
Vertical, Primary, Thickness	1 per 25m	+10mm/-0mm
Additional, Crossfall	1 test per 50m	+/-0.5% Absolute
Additional, Deviation from a straightedge	1 Test per 50m	+/-5mm
Additional, Longitudinal Straightedge,	1 in wheel path & 1 in-between wheel paths at interface with existing road at start and end of section.	+/-8mm

### 3.21.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.)

Assessment photographs of completed works are required along the centreline at every 100m minimum. Depths of treatment photographs are required every 50m. Where works are limited to patches, assessment photographs, sufficient to allow verification of extent (including depth) of completed works, are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## 3.22 Excavate Bulk – all materials

### 3.22.1 Description

The excavation of all road materials within road reserve. Loading, cartage from site to disposal site and any associated disposal fees are included within this activity.

### 3.22.2 Work Operations

The following operations shall be included as part of this Activity:

- The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required.
- The degrading of the existing formation.
- Excavate, load, cart, disposal fees.
- Stockpile site management.
- Recording quantity, types, tip site location of loads spoiled from site in a waste register.
- Onsite spreading of material deemed suitable for filling on site.
- Ensuring the material won on from excavations is not contaminated with organic matter, foreign matter or other excavated material.
- The detailed trimming to profile in the contract of each excavation site.
- All other operations included in the Applicable Specification.

Where clarification of details in relation to these Work Operations is required, the following Applicable Specifications provide additional requirements for compliance.

### 3.22.3 Applicable Specifications

- MRTS 02 Provision for Traffic
- MRTS 03 Drainage, Retaining Structures and Protective Treatments
- MRTS 04 General Earthworks
- MRTS 05 Unbound Pavements
- MRTS 51 Environmental Management

All grass and other vegetation shall be removed from the work area and disposed of in an approved manner. The existing formation material shall be shaped to form a surface parallel to the planned

finished surface of the formation. This surface shall be wide enough to enable the completed formation to conform to the cross-section shape specified in the contract.

Material deemed unsuitable as per MRTS 04 is not included in this activity code. Over excavation required to provide access for machinery, plant, materials or labour shall not be paid separately by the principal and is deemed to be included in the agreed rates for excavation of quantities listed in the contract.

### 3.22.4 Restoration Standard

The formation cross fall measured shall be 3% to 5%. Superelevation on curves shall also be 4% to 6%. No water shall pond on the surface. The graded surface shall be watered and rolled to provide a sound tight surface with minimal loose stones and no visible vertical movement. The cross section shape shall be visually uniform to that shown in the contract. All excavations shall be backfilled within 48 hours. The base of excavations must always be free draining. The base is to be compacted sealed to restrict ingress of water and covered with water proof membrane. Surface water shall be diverted away from the excavation.

MUTCD guidelines must be implemented for all works including excavations. All excavations that aren't backfilled by end of work shift shall be battered 1 to 1 in addition to crash barrier / delineation requirements within MUTCD.

### 3.22.5 Activity Item and Unit of Measurement

Excavate Bulk (> 10m<sup>3</sup>) – all materials                      m<sup>3</sup> (compacted.)  
 Excavate Detail (< 10m<sup>3</sup>) – all materials                      m<sup>3</sup> (compacted.)

### 3.22.6 Testing Requirements

Geometrics	
Horizontal	1 test per 50m (+ 50mm / - 50mm)
Vertical	Depth of excavation every 50m and each side

### 3.22.7 Completed Work Evidence

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's). Sufficient assessment photographs of completed works to confirm extent (including depth) of works are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## 3.23 Asphalt Surfacing ≤ 50mm thickness

### 3.23.1 Description

Preparation of the existing surface, supply and application of tack coat, supply, laying and compaction of asphalt, line spotting as required.

### 3.23.2 Work Operations

The following operations shall be included as part of this Activity:

- Site establishment and disestablishment of all plant, labour and materials
- Establishment and disestablishment of traffic control
- Determination of work area
- Removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- Preparation of the existing surface
- supply and application of tack coat
- supply, laying and compaction of asphalt
- line spotting as required



Clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

### 3.23.3 Applicable Specifications

A) For surfacing on pavements with depth 30mm, the material quality requirements, material quality compliance testing requirements and all other matters pertaining to Asphaltic Concrete road pavement surfacing shall conform to the requirements as specified in the "Asphalt Specification for Subdivision Pavements", published by the Australian Asphalt Pavement Association (Queensland Branch).

B) For surfacing on pavements with depths greater than 30mm, the material quality requirements, material quality compliance testing requirements and all other matters pertaining to Asphaltic Concrete road pavement surfacing shall conform to the appropriate Main Roads Standard Specification.

Main Roads Specification MRS 11.30 "Dense Graded Asphalt Pavements".

- MRTS 02 Provision for Traffic
- MRTS 04 General Earthworks
- MRTS 05 Unbound Pavements
- MRTS 51 Environmental Management

### 3.23.4 Restoration Standard

As per specification.

### 3.23.5 Activity Item and Unit of Measurement

Asphalt Surfacing                      m<sup>2</sup>

### 3.23.6 Testing Requirements

Tack coat grading / type	FNQROC / AP-PWT51/MRTS50
Tack coat Spray rate	FNQROC / MRTS11/05/30 / AP-PWT51
Tack coat Temperature	FNQROC / MRTS11/05/30 / AP-PWT51
All material compliance tests	FNQROC / MRTS101-103-30/ AS/NZS 1141.17
Compaction	FNQROC / MRTS30/ AS/NZS 2891.2.2

### 3.23.7 Completed Work Evidence

All Hold point releases require GPS photographs with date, time, and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.). Sufficient assessment photographs of completed works to confirm extent (including depth) of works are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates Also, field work complete, subject to any outstanding test results being within allowed tolerance.

## 3.24 Foamed Bitumen Stabilisation

### 3.24.1 Description

Where limited damage to the underlying subgrade has occurred, but loss of shape is extensive, In-situ stabilisation may be appropriate. In-situ Stabilisation using cement, fly ash or hydrated lime or Foamed bitumen stabilisation allow repair of damaged pavement without exposing the subgrade.

### 3.24.2 Work Operations

Site establishment and disestablishment of all plant, labour and materials

Establishment and disestablishment of traffic control





(not gravelled), and loss of shape and material is minor only, a Light formation grading may be appropriate for restoration works to restore shape.

### **3.25.2 Work Operations**

Site establishment and disestablishment of all plant, labour and materials

Establishment and disestablishment of traffic control

Determination of work area

Removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required

Light trimming by grader of the existing roadway to fill holes and other depressions.

Clean up of site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

### **3.25.3 Applicable Specifications**

MRS 02 and MRTS 02 Provision for Traffic

MRTS 04 General Earthworks

MRTS 51 Environmental Management

### **3.25.4 Restoration Standard**

As per specification.

### **3.25.5 Activity Item and Unit of Measurement**

Light Formation Grading      m

### **3.25.6 Testing Requirements**

Geometric controls.

### **3.25.7 Completed Work Evidence**

As per inspection.

## **3.26 Repair Road Signage**

### **3.26.1 Description**

The repair of road signage to restore delineation of the road alignment.

### **3.26.2 Work Operations**

The following operations shall be included as part of the above Activity:

Site establishment and disestablishment of all plant, labour and materials

Establishment and disestablishment of traffic control

Determination of work area

Repair road signage

Clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirement for compliance in these areas.

### **3.26.3 Applicable Specifications**

MUTCD      Manual of uniform traffic control devices

MRTS14      Road Furniture

### **3.26.4 Restoration Standard**

As per specification.

### **3.26.5 Activity Item and Unit of Measurement**

Repair Road Signage      Each

### **3.26.6 Testing Requirements**

As per specification.

### **3.26.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's). Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## **3.27 Repair with Flowable Concrete**

### **3.27.1 Description**

Pouring/pumping of flowable concrete to fill voids.

### **3.27.2 Work Operations**

Site establishment and disestablishment of all plant, labour and materials

Establishment and disestablishment of traffic control

Determination of work area

Pouring/pumping of flowable concrete to fill voids

Clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

### **3.27.3 Applicable Specifications**

Australian Standards:

AS 1478 Chemical Admixtures for Concrete

AS 1554 Welding of Reinforcing Steel

AS 4671 Steel reinforcing materials

AS 1012 Methods of Test Concrete

AS 1379 The specification and supply of concrete

AS 3600 Concrete structures

AS 3610 Formwork for concrete

MRTS03 - Drainage, Retaining Structures and Protective

MRTS04 - General Earthwork

MRTS05 - Unbound pavement

MRTS14 - Road Furniture

MRTS50- Specific Quality System Requirements

MRS30 Asphalt Pavements

MRTS70 Concrete

### **3.27.4 Restoration Standard**

As per specification.

### **3.27.5 Activity Item and Unit of Measurement**

Repair with Flowable Concrete m<sup>3</sup>

### **3.27.6 Testing Requirements**

As per specification.

### **3.27.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's). Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

### **3.28 Replace Concrete Pipes**

#### **3.28.1 Description**

Where replacement of a drainage structure is required, replacement of concrete pipe/RCBC should be to the same size/arrangement as per pre-disaster. Where replacement to pre-disaster size and arrangement is not possible due to current requirements of cover, or not economical (due to obsolete sizes or combination of pipes) a concrete pipe/RCBC arrangement with a cross-sectional area equivalent to the pre-disaster arrangement should be nominated.

#### **3.28.2 Work Operations**

Site establishment and disestablishment of all plant, labour and materials

Establishment and disestablishment of traffic control

Determination of work area

The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required

Excavate and dispose of existing drainage structure

Prepare base

Form and construct base slab (where required)

Supply and place drainage structure

Backfill with suitable material

Reinstate pavement.

Clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

#### **3.28.3 Applicable Specifications**

Australian Standards:

AS 1012 Methods of Test Concrete

AS 1379 The specification and supply of concrete

AS 3600 Concrete structures

AS 3610 Formwork for concrete

MRTS03 - Drainage, Retaining Structures and Protective

MRTS04 - General Earthwork

MRTS05 - Unbound pavement

MRTS14 - Road Furniture

MRTS50- Specific Quality System Requirements

MRS30 Asphalt Pavements

MRTS70 Concrete

#### **3.28.4 Restoration Standard**

As per specification.

### **3.28.5 Activity Item and Unit of Measurement**

Replace Concrete Pipes m

### **3.28.6 Testing Requirements**

As per specification.

### **3.28.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's). Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## **3.29 Desilt drainage structure - removal of silt and debris**

### **3.29.1 Description**

Where a culvert has been blocked, desilt drainage structure should be selected to remove the silt and debris from the culvert where it is not possible to undertake the clearing by an excavator or small plant.

### **3.29.2 Work Operations**

The following operations shall be included as part of the above Activity:

- Site establishment and disestablishment of all plant, labour and materials
- Establishment and disestablishment of traffic control
- Determination of work area
- The removal and re-instatement of roadside furniture (e.g. guide posts, signs etc.) as required
- Cleaning or flushing of blocked culverts from debris or silt by hand tools, water pressure blasting or pull-back/pull-through system.
- Clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirement for compliance in these areas.

### **3.29.3 Applicable Specification**

- MRTS 02 Provision for Traffic
- MRTS 03 Drainage, Retaining Structures and Protective Treatments
- MRTS 04 General Earthworks
- MRTS 51 Environmental Management

### **3.29.4 Restoration Standards**

Sediment and material removed from the Culvert, Pipe or Pit, by means of excavation, flushing or otherwise. Material shall be captured and removed in accordance with MRTS51 Environmental Management.

### **3.29.5 Activity Item and Unit of Measurement**

Clearing of culverts, pipes and pits m<sup>3</sup>

### **3.29.6 Testing Requirements**

Visual Inspection per site

### **3.29.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's). Assessment photographs, sufficient to allow verification of extent of completed works, are required.

Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

### **3.30 Replace sign (complete) - standard road sign, includes post**

#### **3.30.1 Description**

The replacement of signs includes post to restore delineation of the road alignment.

#### **3.30.2 Work Operations**

The following operations shall be included as part of the above Activity:

- Site establishment and disestablishment of all plant, labour and materials
- Establishment and disestablishment of traffic control
- Determination of work area
- Removal of damaged road furniture
- The removal of the damaged or worn components and disposal
- The supply and installation of new components including fittings
- All other operations included in the Applicable Specifications.
- Re-instatement of roadside furniture
- Clean up of the site and disposal of any waste/removed material in accordance with applicable State Government legislation or Local Government by-laws

Where clarification of details in relation to the above Work Operations is required, the following Applicable Specifications provide additional requirement for compliance in these areas.

#### **3.30.3 Applicable Specification**

- MRTS 02 Provision for Traffic
- MRS 11.14 Road Furniture
- MUTCD

#### **3.30.4 Restoration Standards**

The signs shall be replaced to the requirements specified for road signs in MRTS14 Road Furniture and The Manual of Uniform Traffic Control Devices (Queensland) and as specified above.

#### **3.30.5 Activity Item and Unit of Measurement**

Replace sign (complete) - standard road sign, includes post each

#### **3.30.6 Testing Requirements**

Visual inspections to ensure the restoration standards are met.

All materials need to be approved for use by the Superintendent prior to use.

#### **3.30.7 Completed Work Evidence**

All hold point releases require GPS photographs with date, time and GPS co-ordinate stamps for evidence in addition to completed Inspection and Test Plans (ITP's.). Assessment photographs of completed works are required. Electronic copies of photographs must be received by Council in order to enable payment of Contactor claims. Such photos must be clearly named to identify the site and work undertaken to which the claim relates.

## **3B MATERIAL SUPPLY**

### **a) Material Specifications**

#### **Sealed Roads**

Where required in Activities 5.10 “Reconstruct Roads”; 5.13 “Replace Head/end wall – cast in-situ”; 5.15 “Patch repairs”; 5.19 “Repair of Culverts and Pipes” and 5.22 “In situ Stabilisation – Cement” the material will comply with the following specifications. Materials must comply with the standards described in MTRS 05 “Unbound Pavements” - Types 2.1; 2.2 and 2.3

### **Unsealed Roads**

Where required in Activity 5.3 “Formation Grading Material Supply” and 5.4a and 5.4b “Gravel Resheeting” the material will comply with the following specifications. Materials must comply with the standards described in ARRB “Unsealed Roads Manual – Guidelines to good practice” 3<sup>rd</sup> Edition March 2009 Chapter 3.

#### *Particle Distribution*

Sieve size (mm)	% passing for all maximum sizes
55	100
37.5	95-100
26.5	90-100
19	80-100
2.36	35-65
0.425	15-50
0.075	10-40
Plasticity	Max PI 20

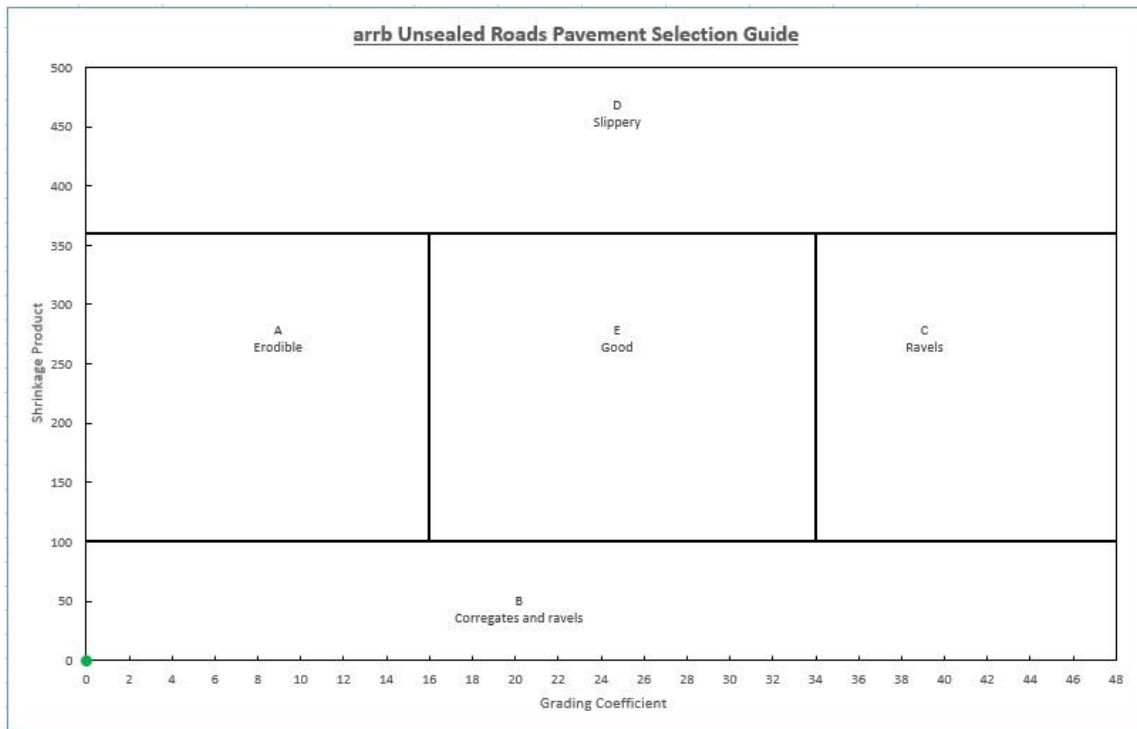
CBR ≥ 15

Linear Shrinkage 3.5% - 7.5%

The properties of the material must also be such that the material falls within “E good” in the table below where:

**Shrinkage Factor (Vertical Axis):** is equal to Linear Shrinkage x % passing 0.425 mm sieve (Maximum 240 Preferred)

**Grading Coefficient (Horizontal Axis):** is equal to (% passing 26.5 mm - % passing 2.36 mm) x % passing 4.75 mm / 100



(Council will be able to plot the proposed material on receipt of details of properties listed above)  
 All materials must be accepted by the Superintendent prior to commencement of cartage to site.

**Bulk Fill**

**Local Material**

Where specified in the Schedule, the material is to be sourced in the vicinity of the job location and shall be of the same/similar quality to the existing. All material is subject to approval by the Inspector.

**Class B (Refer MTRS 04)**

*Table 14.2.2 – Earth fill material properties*

Earth Fill Material	WPI	PI (%)	% Passing 0.075 mm AS Sieve	Emerson Class Number
Class A1	< 1200	≥ 7	15 – 30	> 3
Class A2	< 1200	–	Note 2	
Class B	1200 ≤ WPI < 2200			
Class C	2200 ≤ WPI < 3200			
Class D	3200 ≤ WPI < 4200			
Unsuitable	WPI ≥ 4200	–		

Notes:

1. Class D material that has PI > 50% is unsuitable fill material (refer Clause 9.2 (d)).
2. Not specified unless required in accordance with Table 14.3.1.



## **Selected Fill Material (Refer MTRS 04)**

### 19.2.3 Select backfill material

Select backfill material shall be gravel or loam and shall have material properties as specified in Table 19.2.3.

Table 19.2.3 – Select backfill properties

AS Sieve Size (mm)	Percent (by Mass) Passing Sieve	
	Gravel	Loam
37.5	100	100
9.5	60 – 85	100
2.36	25 – 70	70 – 100
0.425	10 – 40	10 – 40
0.075	3 – 30	3 – 30
Other Properties Linear Shrinkage	8 maximum	6 maximum

**All imported and selected fill material shall have a minimum CBR 15 soaked**

### b) **Material Source**

All materials for Activities 5.3; 5.4; 5.10; 5.12; 5.14; 5.17 and 5.20 must only be sourced from quarries and gravel pits that are registered with DAFF and comply with all required legislation and Acts. Proof of this registration will be required prior to the material being accepted.

## **4 AUSTRALIAN STANDARD**

Work to be performed under this contract is spread out across the southern and central portion of ESC's geographic area. The works will be conducted using many items contained in the schedule. The technical specifications that will define the standard of work are set out in Section 5. The basis of the technical specifications lie within paragraphs in this section, relevant TMR Standards (MRS and MRTS standards and Standard Drawings). They are available at:

<http://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Standard-specifications-roads.aspx>

Work being performed under this contract package will be defined by one, several, or possibly all of paragraphs in section 5. Work may also be defined by MRS, MRTS specifications, TMR Standard Drawings and the FNQROC. Where ambiguity exists between paragraphs, priority will be as follows:

1. The Specification
2. The Drawings
3. FNQROC Specification
4. TMR Specifications

