

PART CH40
UTILITY SERVICES

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1. GENERAL

- .1 This Part specifies the requirements for the identification and protection of Utility Services.
- .2 The following definitions apply to this Contract:
 - "**Utility Services**" means any infrastructure directly associated with:
 - (a) transmitting electricity or telecommunications;
 - (b) transporting gases, liquids or solids (including water, sewerage, fuel and wastes); or
 - (c) communications / signalling for railway transportation.
 - "**Service Authority**" means any government, semi-government or private organisation responsible for the care and / or control of Utility Services.
- .3 The Contractor agrees and acknowledges that Principal is not liable for any damage to Utility Services or claims from Service Authorities resulting from the Contractor's failure to comply with the requirements of this Part.

2. LIAISON WITH SERVICE AUTHORITIES

- .1 The Contractor shall regularly inspect the Site to check whether any Utility Services, not previously identified, are in existence and to verify that those Utility Services which have been identified are correctly located.
- .2 Where any Utility Service has been identified which may affect the work under the Contract, the Contractor shall:
 - (a) prior to commencement of work on Site, arrange a site meeting to be attended by the Contractor, the Principal and representatives from the relevant Service Authorities;
 - (b) liaise with the relevant Service Authorities to confirm the location of the Utility Services and take all reasonable steps to determine the accurate location of the Utility Services;
 - (c) liaise with Service Authorities or any industry regulator regarding their requirements for clearance, cover and / or temporary protection;
 - (d) allow Service Authorities or their authorised representatives reasonable access to the site for the purpose of identifying, relocating, modifying or installing Utility Services;
 - (e) comply with any reasonable requirement of a Service Authority regarding the protection of a Utility Service;
 - (f) keep the Principal fully informed of the progress and status of its liaison or negotiations with Service Authorities and works associated with Utility Services; and
 - (g) ensure that the Contractor's program identifies any activities and constraints associated with Utility Services.

3. INFORMATION PROVIDED BY THE PRINCIPAL

- .1 The location of Utility Services (either existing or proposed) shown on any drawings or other documentation provided by the Principal:
 - (a) is approximate only; and
 - (b) cannot be relied upon as being sufficiently accurate to carry out construction activities without further steps to determine the accurate location.

4. IDENTIFIED UTILITY SERVICES

- .1 This clause applies to any Utility Services which, prior to the award of this Contract, have been identified by the Principal and are included in the documentation provided by the Principal, but is subject to Clause 5 "Installation or Relocation of Utility Services".
- .2 Costs incurred by the Contractor as a result of the any of following pursuant to this clause shall be borne by the Contractor:
 - (a) liaison and negotiation with Service Authorities;
 - (b) locating Utility Services;
 - (c) changes in work methodology or the implementation of temporary protective measures or restrictions reasonably required by the Service Authorities during construction;
 - (d) damage to the Utility Service due to the Contractor's negligent work practices; and
 - (e) staging, interruption, loss of productivity, rework, inefficiency or delay of the Contractor's work resulting from the presence of Utility Services.
- .3 The Principal will not make separate payment for these costs. Compliance with the requirements of this clause will not entitle the Contractor to an extension of time. The Contractor is deemed to be fully informed as to the nature and extent of the work necessary to accommodate the requirements of Service Authorities and is deemed to be aware of the policies of the Service Authorities in regard to
 - (a) locating of services and the costs thereof; and
 - (b) using appropriately trained and/or accredited personnel to perform work which affects the Utility Services.

5. INSTALLATION OR RELOCATION OF UTILITY SERVICES

- .1 If:
 - (a) The Principal engages a Service Authority to undertake the installation or relocation of a Utility Service within the Site;
 - (b) the time taken by that Service Authority exceeds the time shown for the installation or relocation in a program or other documentation provided by the Principal prior to the Date of Contract; and
 - (c) the Service Authority delays the Contractor's work on the critical path,then the Contractor is entitled to an extension of time for Completion commensurate with the delay to the Contractor's work caused by the excess time taken by the Service Authority.

6. UNIDENTIFIED UTILITY SERVICES

- .1 This Clause only applies where a Utility Service exists that:
 - (a) will affect the work under the Contract;
 - (b) is located within the "footprint" of any design provided by the Principal; and
 - (c) prior to the Date of Acceptance of Tender, that Utility Service had not been identified or was incorrectly located.
- .2 If the Contractor identifies any such Utility Service, it shall immediately inform the Principal and the relevant Service Authority and comply with the requirements of Clause 2 "Liaison with Services Authorities" in regard to the Utility Service.

7. EXISTING PENETRANTS

- .1 This Clause applies where a penetrant (e.g. inspection pit, top stone or sewer lid) will be directly affected by the work under the Contract and the penetrant is located within a road pavement, footpath, median and / or driveway.
- .2 Where work is carried out adjacent to, or around the penetrant, the Contractor shall adjust the surface levels of the penetrant, if necessary, to ensure that its final level is flush with the final pavement surface.
- .3 When measured with a 3 m straight edge centred over the penetrant, the maximum deviation in all directions between the straight edge and the surface of the penetrant shall not exceed 5mm.

- .4 Except for plane and reinstatement of asphalt pavements, the final adjustments to the penetrant shall be completed prior to the application of surface course.
- .5 Where a penetrant protrudes through a temporary surface which is subject to traffic, it shall not protrude by more than 60mm, shall not be hazardous to traffic and shall be ramped at the end of each working day with slopes not steeper than 1:10 in any direction. Where a penetrant is covered with asphalt, its location shall be marked with paint prior to being centrally exposed to a minimum diameter of 150 mm.
- .6 If any existing Utility Services penetrant requires adjustment, the Contractor shall undertake the adjustment in accordance with the Service Authority's' specified requirements. The Contractor shall procure, at its expense, any spacers or similar items necessary for the adjustment.
- .7 The Contractor shall ensure that access to fire hydrants is maintained at all times.

8. VERIFICATION REQUIREMENTS AND RECORDS

- .1 The following is a summary of records to be supplied by the Contractor to demonstrate compliance with this Part:

CLAUSE REF.	SUBJECT	RECORD TO BE PROVIDED
2.2 (f)	Liaison with Service Authorities	Records of negotiation / correspondence with Service Authorities.
2.2 (g)	Contractor's Program	Program showing Utility Service relocation / protection work
6.	Unidentified Utility Service	Advice that an unidentified Utility Service has been encountered.

9. HOLD POINTS

- .1 There are no Hold Points referenced in this Part.
