

# Master Specification Part PC-IN1

## Interpretation

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**Government of South Australia**  
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**Build.**  
**Move.**  
**Connect.**

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## PC-IN1 Interpretation

### 1 General

- a) This Master Specification Part sets out requirements for the interpretation and application of the Master Specification, including:
  - i) the general interpretation requirements, as set out in section 2; and
  - ii) application and interpretation of the Reference Documents, as set out in 3.
- b) In relation to the Master Specification, refer to PC-IN2 “Glossary of Terms” for the glossary of terms.

### 2 General interpretation

- a) Unless otherwise specifically provided, all obligations and requirements set out in the Master Specification are obligations and requirements of the Contractor.
- b) Where the term “unless otherwise specified”, “otherwise approved” or “except where otherwise specified” (or similar expression) is used in the Master Specification or a Reference Document, the item, approach or option referred to will be considered mandatory unless:
  - i) specifically overridden by another requirement of the Master Specification; or
  - ii) prior written approval of the Principal is obtained.
- c) Where the Master Specification refers to a suite or series of Reference Documents that have multiple parts (such as AS 5100 Bridge Design or Austroads Guide to Road Design), that reference must be read as referring to all of the component parts of that document series.
- d) Extended Design Domain parameters or principles must not be applied to the design of the Works unless:
  - i) Extended Design Domain parameters are specified in the Contract Documents (including this Master Specification); or
  - ii) otherwise agreed by the Principal as an Agreed Exception or Design Departure.
- e) In respect of the interpretation of the Master Specification:
  - i) headings and subheadings are for convenience only and do not affect interpretation;
  - ii) the name / title of Australian standards is for convenience only and do not affect interpretation. The requirement is to comply with the Australian standard designation (e.g. AS 5100);
  - iii) website links or hyperlinks are for convenience only and do not form part of the requirements;
  - iv) a word importing the singular includes the plural and vice versa, and a word indicating a gender includes every other gender;
  - v) a reference to a party includes that party's legal representatives, trustees, executors, administrators, successors and permitted substitutes and assigns, including any persons taking part by way of novation and, in the case of a trustee, includes a substituted or additional trustee;
  - vi) reference to a person includes an individual, the estate of an individual, a corporation, a body corporate, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership, an entity and a trust (including a trustee);
  - vii) a reference to a person appointed includes that person's replacement or delegate appointed;

- viii) reference to legislation includes its delegated legislation and a reference to such legislation or delegated legislation or a provision of either includes:
    - A. all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the legislation or delegated legislation; and
    - B. consolidations, amendments, re-enactments and replacements;
  - ix) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
  - x) “include”, “includes” and “including” will be read as if followed by the phrase “(without limitation)”;
  - xi) a reference to a clause number or section includes its sub-clauses or sub-sections;
  - xii) the meaning of “or” will be that of the inclusive, being one, some or all of a number of possibilities;
  - xiii) a reference to information includes information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design specifications, models, plans and other documents in all forms including the electronic form in which it was generated;
  - xiv) if the day on or by which anything is to be done under the Contract Documents is not a Business Day, that thing must be done no later than the next Business Day;
  - xv) where there is a reference to an authority, institute, association or other body referred to which:
    - A. is reconstituted, renamed or replaced or if its powers or functions are transferred to, or assumed by, another entity, that requirement is deemed to refer to that other entity; or
    - B. ceases to exist, that requirement is deemed to refer to the new entity (if any) which serves substantially the same purpose or object as the former entity; and
  - xvi) a reference to any Project Plan, strategy, manual, procedure, document or report is a reference to that Project Plan, strategy, manual, procedure, document or report, as amended, revised or updated from time to time.
- f) If the Contractor is required by the Master Specification to obtain the Principal’s consent or approval to an action, document or thing, unless otherwise expressly stated, that consent or approval must be obtained as a condition precedent to the action, document or thing occurring or coming into effect.
  - g) Unless there is a provision in the Master Specification which specifies a period of time in which something must be done by the Contractor, all things must be done by the Contractor as soon as reasonably practicable.
  - h) The Contractor acknowledges and agrees that to the extent the Master Specification specifies a minimum requirement, the delivery of the Works and Temporary Works or performance of the Contractor’s Activities in accordance with that minimum requirement may not, of itself, be sufficient to discharge the Contractor’s obligations under the Contract Documents.
  - i) References to the Independent Design Certifier and Construction Verifier will be interpreted only to the extent of the Independent Design Certifier and Construction Verifier role under the form of engagement (or similar, including the term of such appointment).

## 3 Reference Documents

### 3.1 General

- a) The Contractor’s Activities must meet the requirements of the Reference Documents, including:

- i) the version of Reference Documents to be complied with, as set out in section 3.2;
  - ii) the interpretation of Reference Documents, as set out in section 3.3; and
  - iii) the order of precedence of Reference Documents, as set out in section 3.4.
- b) For the avoidance of doubt, the Master Specification is not a Reference Document and forms part of the Contract Documents.

### 3.2 Version of Reference Documents

The version of the Reference Document which must be complied with is:

- a) where the version number or date of the Reference Document is to be complied with is specified in the Master Specification, that version; and
- b) where section 3.2a) does not apply, the version set out in the Contract Documents, or where the Contract Documents does not nominate a time period, the Commencement Date.

### 3.3 Reference Document interpretation

- a) With the exception of the application of Austroads Guide to Road Design (AGRD), where an item, approach or option is referred to in a Reference Document and it is expressed in terms such as 'should', 'may be', 'recommended', 'suggested', 'desirable', or 'advisable', the item, approach or option referred to is deemed to be a requirement and must not be varied unless such variation is agreed by the Principal.
- b) Unless otherwise specified in the Contract Documents, where a Reference Document refers to:
  - i) the Department (including divisions of the Department);
  - ii) the chief engineer (or equivalent);
  - iii) the client; or
  - iv) a superintendent;this must be read as a reference to the Principal, including in relation to:
  - v) an obligation to consult;
  - vi) a determination;
  - vii) a direction;
  - viii) a review;
  - ix) an approval;
  - x) an agreement; or
  - xi) a submission.
- c) Where a Reference Document refers to an "engineering authority", this must be read as a reference to the Engineering Authority.
- d) Where a Reference Document provides for:
  - i) a 'desirable' and an 'absolute' or 'minimum' design limit:
    - A. in relation to the application of Reference Documents excluding AGRD, the desirable design limit or better is to apply;
    - B. in relation to the application of AGRD, the design parameter must be selected in accordance with RD-GM-D1 "Road Design",unless other design limits are approved or nominated by the Principal;

- ii) a range of design parameters or an upper and lower bound:
    - A. in relation to the application of Reference Documents excluding AGRD, the more conservative design parameter must be adopted; and
    - B. in relation to the application of AGRD, the design parameter must be selected in accordance with RD-GM-D1 “Road Design”;unless other parameters are approved or nominated by the Principal;
  - iii) the specification of material properties or mix designs for materials, such material properties or mix designs must be specified in the relevant Design Documentation or manufacturer’s instructions;
  - iv) the approval of construction procedures, such procedures must be approved by the Principal and included in the Construction Documentation;
  - v) the release of Hold Points, Witness Points or approval points, their release must be exercised by the Principal, unless otherwise delegated in accordance with the Contract Documents;
  - vi) the acceptance of non-conforming works or materials, such non-conforming works must be notified as Non-Conformances;
  - vii) a record to be provided, that record must be provided to the Principal and must form part of the Quality Management Records; and
  - viii) the determination of classification of earthworks materials or approval to reduce the frequency of testing materials, such determinations and approvals must be in accordance with the Master Specification or otherwise as approved by the Principal.
- e) Where a Reference Document refers to:
- i) a specific requirement or section in a Master Specification Part that has an incorrect cross reference (for example due to referencing a previous version of that Master Specification Part);
  - ii) a Master Specification Part that no longer exists; or
  - iii) a Master Specification Part with an incorrect name,
- that reference must be considered to be a reference to the entire Master Specification.
- f) Where a Reference Document refers to “Limit of Works” (or equivalent), the area will be considered to be all areas accessed by the Contractor for the purposes of constructing the Works or the Temporary Works.
- g) Where a Reference Document has an amendment, correction, supplement or addendum (or similar) that has been published, a reference to that Reference Document must be read as including any such amendment, correction, supplement or addendum (or similar).
- h) Where a Reference Document requires that the approval of an officer be obtained in order to adopt or vary a particular standard, that standard must not be adopted or varied without the prior approval of the Principal.
- i) If a requirement in a Reference Document:
- i) does not impose an obligation on any particular party to meet that requirement, then it will be deemed to impose an obligation on the Contractor to meet that requirement; and
  - ii) would or seeks to impose an obligation on the Principal, the Construction Verifier (or equivalent) or Independent Design Certifier (or equivalent) or another party, then it will be deemed to impose an obligation on the Contractor unless:
    - A. expressly stated otherwise in the Contract Documents; or
    - B. only the Principal, Independent Design Certifier or Construction Verifier can perform the obligation.

- j) The name of a Reference Document referenced to in this Master Specification Part may refer to:
  - i) the name as listed on the cover page of the document;
  - ii) the file name of the document; or
  - iii) the name of the document as referenced on the relevant website.

### 3.4 List of Reference Documents and order of precedence

- a) In relation to the interpretation of the Master Specification in the event of any inconsistency, ambiguity or discrepancy between the various documents comprising the Reference Documents (subject to any express contrary intention in the Contract Documents):
  - i) the order of precedence will be the order the Reference Documents as listed in section 3.4c); and
  - ii) where there is an inconsistency, ambiguity or discrepancy between documents on the same level in the order of precedence listed in section 3.4c), the requirement that delivers the greatest level of service/performance, is of the highest standard, or is the shortest timeframe will prevail to the extent of the inconsistency, ambiguity or discrepancy.
- b) In the event of any inconsistency, ambiguity or discrepancy between the Master Specification and the Reference Documents, the Master Specification must take precedence.
- c) In relation to the interpretation of the Master Specification, the Reference Documents in order of precedence are:
  - i) in relation to Third Party Assets (excluding Third Party rail assets), the relevant published standards of the Third Party;
  - ii) all documents that are Department publications;
  - iii) in relation to Third Party rail assets, the relevant published standards of the Third Party rail asset owner;
  - iv) any relevant published standards of other South Australian Government authorities;
  - v) the standards, codes and guides published by Safe Work Australia;
  - vi) in relation to Tunnels, the Tunnel Reference Documents as defined in TUN-CIV-DC1 "Tunnel Civil Requirements";
  - vii) Austroads publications;
  - viii) the relevant standards, codes and guides of Standards Australia and Standards New Zealand (or, where an Australian standard or a New Zealand standard does not exist, the relevant British standard or international standard); and
  - ix) all other publications, codes, references, guidelines, manuals and other technical documents which are relevant to the performance of the Contractor's Activities.