

PART CH10P**GENERAL PROVISIONS PROTECTIVE COATING (PREVIOUSLY COATED)****CONTENTS**

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1. CONTRACTOR'S PROGRAM

- .1 Prior to the commencement of work under the Contract, the Contractor shall prepare and submit a baseline Contractor's Program, which includes a construction program. The Program shall be detailed to show the minimum duration of each item of work under the Contract.
- .2 Each month the Contractor shall submit a revised program to the Principal. In addition, the Principal may direct that a revised program is required at any time, in which case the Contractor shall submit a revised program within 7 days of the direction.

2. LIMITATIONS ON PROGRAMMING AND SEQUENCE OF WORK

- .1 This Specification contains requirements that will impose limitations on the Contractor's program and sequence of work.

3. CONTRACT MEETINGS**Pre-Commencement Meeting**

- .1 The Contractor's Representative and Site Supervisor shall attend a meeting, at least 1 week prior to commencement of work, to discuss aspects of this Contract considered critical to a successful outcome.

The Contractor shall submit any updated information and that required as detailed in the **Contract Specific Requirements** at the meeting.

- .2

Site Meetings

- .3 The Principal will arrange for regular meetings to be held between the Principal, the Contractor's Representative, appropriate subcontractors and any other persons the Principal may nominate to be present.
- .4 The purpose of these meetings is to assist in attaining full co-operation between all concerned on the job as well as checking progress of the work and providing the opportunity for general discussion.

- .5 The Principal will arrange for minutes of site meetings to be recorded. Two copies of the minutes will be forwarded to all parties not later than 7 days after each meeting.
- .6 If a party does not accept any aspect of the minutes as being a reasonable record of the meeting then that party shall advise the Principal within 5 working days of receipt of the minutes of the proposed changes required to be made in order to achieve a reasonable record of the meeting. The Contractor and the Principal shall sign the minutes for confirmation.
- .7 The minutes of the meeting do not form part of the Contract and are for information only. If, at a meeting, the parties agree upon an amendment to the Contract or the Principal issues a direction, the amendment or direction shall be clearly identified as such and documented separately from the meeting minutes.

4. CONTRACTOR'S PERSONNEL

- .1 The Contractor shall ensure that the personnel nominated in the Schedule titled "Contractor's Personnel":
 - (a) are available to perform the Contractor's obligations under the Contract; and
 - (b) are not replaced without the prior approval of the Principal.
- .2 If approval to replace the personnel is granted, the replacement personnel shall meet the skill and experience requirements stated in the **Contract Specific Requirements**
- .3 The Contractor's Representative shall have the authority to make decisions on behalf of the Contractor.

5. RECORDING OF ACTIVITIES

- .1 On a daily basis, the Contractor shall record activities on a Daily Diary form. A sample of the Contractor's Daily Diary form shall be submitted at the Pre-Commencement meeting.
- .2 The Principal will check, on a daily basis, the records compiled by the Contractor and verify that they are an accurate record of the activities of that day. The records shall be signed by the Contractor and the Principal. In the event of a disagreement with the records the Principal's objection will be recorded. Each days record shall be submitted to the Principal prior to the end of the following day.
- .3 The purpose of these records is to assist in the valuation of variations and claims and determinations for extensions of time for completion which may arise during the course of the Contract.
- .4 The Principal may also photograph or video record work activities carried out by the Contractor and subcontractors.

6. WORKING DAYS AND HOURS OF WORK

- .1 For the purpose of administration of the Contract, ordinary working days and customary working hours will be those nominated on the Schedule titled "Working Time".
- .2 The Contractor shall not work more than one shift per day exceeding 10 hours duration and shall not work on Sundays or public holidays without the prior approval of the Principal.
- .3 When calculating the date for Practical Completion pursuant to an extension of time being granted in accordance with Clause 35.5 of the General Conditions of Contract, account shall be taken of Sundays, Public Holidays and Rostered Days Off and the Christmas/New Year annual leave that would normally fall in the extended period such that the number of ordinary working days in the extended period equals the number of days extension granted.

7. WORKZONE TRAFFIC MANAGEMENT

- .1 Workzone Traffic Management shall only be carried out by companies prequalified with DPTI. A list of companies who are prequalified with DPTI may be obtained from the following internet site:
<http://www.dpti.sa.gov.au/documents/contractsandtenders/prequalification>.
- .2 However, subject to compliance with Part CH20 "Provision for Traffic", prequalification for Workzone Traffic Management is not required if the Contractor self performs the traffic control.

8. PROPRIETARY NAMES NOT TO BE DISPLAYED

- .1 Advertising markings and proprietary names of a permanent nature shall not be applied to any component where these markings will be visible in the completed Works.

9. MANUFACTURERS' INSTRUCTIONS

- .1 Where specified that work shall be carried out in accordance with the "Manufacturers' Instructions", at least 2 working days prior to the use of the product the Contractor shall provide 2 copies of all relevant instructions and performance criteria provided by the manufacturer. Provision of the instructions shall constitute a **HOLD POINT**.

10. CONTRACTOR'S COMPOUND AND PRINCIPAL'S REQUIREMENTS

General

- .1 The operation and maintenance of site buildings and associated costs are deemed to be included in on site overheads.
- .2 All electrical installations and alterations shall be carried out by an electrical worker who is licensed to perform any electrical works. The installations shall comply with AS 3000 and the Service Rules and Conditions of Supply of SA Power Networks.
- .3 The Contractor shall arrange for Certificates of Compliance of all electrical work and shall submit copies of certification to the Principal.

Amenities

- .4 Attention is drawn to the Safe Work Australia Code of Practice: Managing the Work Environment and Facilities Part 3 "Welfare Facilities", with regard to facilities for:
 - (a) Personal Belongings;
 - (b) Changing Clothes;
 - (c) Dining; and
 - (d) Combining the above (a), (b) and (c).
- .5 Toilet and washing facilities shall be on site at all times, maintained in a hygienic condition and made available to the Principal's staff.
- .6 Details of amenities shall be submitted at the Pre-commencement Meeting.

11. FLOODS AND WATERWAYS

- .1 The Contractor:
 - (a) unless specified otherwise, shall not obstruct any waterway;
 - (b) shall take all necessary precautions to prevent heading up of floodwaters and / or damage to the Works or Site from the effects of water; and
 - (c) assumes responsibility for the repair of any damage to the Works due to water and bears the cost of any such repair.

12. UTILITY SERVICES

Definitions

- .1 "**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.
- .2 "**Service Authority**" means any government, semi-government or private organisation responsible for the care and / or control of Utility Services.

General

- .3 The Contractor shall regularly inspect the site for the purpose of checking whether any Utility Services, not previously identified, are in existence.
- .4 Where Utility Services have been identified that are likely to affect the work under the Contract, the Contractor is responsible for the following:

- (a) prior to commencement of work on Site, arranging a site meeting to be attended by the Contractor, the Principal and representatives from the relevant Service Authorities;
 - (b) liaising with Service Authorities to confirm the location of the Utility Services;
 - (c) arranging for the determination of the accurate location of services whenever necessary; and
 - (d) liaising with Service Authorities or any Industry Regulator regarding their requirements (such as clearance or cover).
- .5 The Contractor shall keep the Principal fully informed of the progress and status of its liaison or negotiations with Service Authorities and works associated with Utility Services.
- .6 The Contractor shall allow Service Authorities or their authorised representatives reasonable access to the site for the purpose of relocating, modifying or installing Utility Services. The Contractor shall ensure that access to fire hydrants is maintained at all times.
- .7 The Contractor is liable for any damage to Utility Services resulting from the Contractor's activities unless:
- (a) a Service Authority has failed to identify a Utility Service or has incorrectly located a Utility Service within reasonable tolerance; and
 - (b) the Contractor has taken all reasonable steps to physically locate the Utility Service.

Costs Incurred by the Contractor

- .8 This Sub-Clause applies where Utility Services have been identified by the Principal prior to the Acceptance of Tender. Costs incurred by the Contractor as a result of the following shall be borne by the Contractor:
- (a) liaison and negotiation with Service Authorities;
 - (b) locating Utility Services;
 - (c) implementation of temporary protective measures or restrictions required by the Service Authorities during construction;
 - (d) those incurred from staging, loss of productivity, rework, inefficiency or delay of the Contractor's work resulting from the presence of Utility Services; and
 - (e) relocation or protective measures required because of temporary works.
- .9 Separate payment will not be made for these costs. Compliance with the requirements of Service Authorities 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) the locating of services and the costs thereof; and
 - (b) using appropriately trained and/or accredited personnel to perform work which affects the Utility Services.

Additional Work by Service Authority

- .10 If Utility Services relocation or protective works become necessary during the course of the Contract, the Contractor shall notify the Principal immediately. The Principal will arrange for the Service Authority to undertake the relocation or protective measures and the Principal will pay for the relocation or protective measures. Additional work undertaken by the Contractor as a result of the relocation of these Utility Services under this Sub-Clause will be paid for as a Variation.

13. COUNCIL LIAISON

- .1 The Contractor shall liaise with the appropriate Council(s) prior to removing and reinstating any parking or clearway signs, accessing Council lands.

14. FIRE PREVENTION

- .1 The Contractor shall comply with the *Fire and Emergency Services Act 2005* (SA). If any of the work under Contract takes place during the Fire Danger Season, the Contractor's Quality Plan, Environmental Management Plan or Work Health and Safety Management Plan shall include procedures / instructions which address the following at a minimum:
- (a) training of personnel;
 - (b) monitoring the declaration of Total Fire Ban days;
 - (c) liaising with the Country Fire Service, Metropolitan Fire Service and / or local council;
 - (d) applying for Schedule 10 permits if appropriate;

- (e) implementing measures to identify and mitigate fire hazards;
 - (f) working on Total Fire Ban days;
 - (g) ensuring grinders, welders, chainsaws, grass trimmers, lawn mowers, slashers or similar equipment are only used in accordance with the requirements the *Fire and Emergency Services Act*;
 - (h) emergency response in the event of a fire; and
 - (i) all other relevant requirements the *Fire and Emergency Services Act*;
- .2 The Contractor shall:
- (a) ensure that any vehicle driven off road has a compliant exhaust system;
 - (b) provide each work crew with appropriate extinguishers and firefighting equipment on Site;
 - (c) notify the Principal if it intends to work on days of high fire danger;
 - (d) provide the Principal with a copy of any Schedule 10 permit obtained for the work under the Contract;
 - (e) ensure that any fire (where permitted under the Contract) complies with the requirements the *Fire and Emergency Services Act*; and
 - (f) immediately notify the Principal in the event of any unplanned fire initiated at the Site.

15. CONTROL OF FENCES AND GATES

- .1 The Contractor shall maintain all fences affected by the Works in a condition equivalent to that existing at the Date of Acceptance of Tender for the duration of the Contract. Any temporary fences, gates and grids shall be removed upon completion of the Works.

16. CLEARANCES FROM LANDHOLDERS

- .1 If any of the Contractor's work is undertaken on adjoining private land, or affects private land, the Contractor shall use its best endeavours to obtain a written statement that the landholder's property has been left in a satisfactory condition from each affected landholder.

17. MATERIALS

Materials Supplied by the Principal

- .1 If materials are to be supplied by the Principal (vide Scope of Contract, Clause 3 "Supply of Materials") the Contractor shall, in the presence of the Principal, inspect for conformance all items supplied by the Principal. The Contractor shall issue the Principal with a receipt for these items and thereafter is responsible for their care.
- .2 All other materials shall be supplied by the Contractor.

Proprietary Products

- .3 Where a proprietary product is specified in the Contract Documents, that product shall be used in accordance with the manufacturer's instructions unless specified otherwise.
- .4 Alternatives to specified products will be considered provided that sufficient information is submitted to the Principal. The Principal may approve or reject any proposed alternative product and will be under no obligation to approve any such proposal for the convenience of, or to assist, the Contractor.

18. TESTING

- .1 The Contractor shall use the Test Procedures listed in the Clause "Test Procedures" in each Part to verify conformance with the Specification. The procedures shall be those current at the date 14 days prior to the date of submission of tender. Test Procedures are available from:
http://www.dpti.sa.gov.au/contractor_documents.

19. PROTECTION OF THE WORKS AND REINSTATEMENT OF DAMAGE

- .1 The Contractor shall construct the works so to ensure that materials do not become unsuitable or damaged by the Contractor's work methods or insufficient protective measures. This includes maintaining the works so as to prevent deterioration in material properties between testing or acceptance of the work and subsequent work commencing.
- .2 Additional payment will not be made where any additional work or additional materials are required:

- (a) to comply with this Clause, or
- (b) as a result of the Contractor's work methods.

20. SCAFFOLDING

General

- .1 Scaffolding shall be in accordance with AS 1576 and other appropriate regulations. Mobile scaffolding shall not be used without the approval of the Principal. The scaffold shall be designed to cater for all loading possibilities.
- .2 All scaffold shall have Site Compliance and Scaffolding Handover Certificate(s) and shall be appropriately tagged. Handrails and kickboards shall be approved to AS 1576. This shall constitute a **HOLD POINT**.
- .3 The Contractor shall completely scaffold and fully plank the entire structure/bridge bay being worked on. All edges of the scaffold structure shall have kickboards and handrails installed.
- .4 The minimum distance from the outside face of the outer girder to the edge of the scaffold shall be 1 500mm. The minimum distance from the bottom face of the bottom flange of all girders to the scaffold platform shall be 1 000mm.
- .5 At all times where inspection of the structure is required by Principal necessitating the use of scaffolding, scaffolding shall be provided by the Contractor.

Access for Principal to Inspect and Undertake Repairs

- .6 The Contractor shall make provision for the Principal to use the scaffolding to inspect the structure and undertake repairs. Wherever possible the work will be carried out in conjunction with the Contractor's Works. Programs, timing and durations of work by others will be negotiated between the Principal and the Contractor.
- .7 If the Principal delays the Contractor when undertaking the inspection or repairs, and if the Contractor cannot undertake other productive work during the period of delay, then:
 - (a) the Principal will pay an amount for delay costs at the rate in the Schedule 2 - Schedule of Rates for Variations, and
 - (b) an extension of time will be granted.
- .8 The Contractor shall use reasonable endeavours to undertake productive work during the period of delay.

21. PROTECTION OF PEDESTRIAN AND VEHICULAR TRAFFIC

- .1 This clause only applies if the Contractor's work may affect pedestrian and/or vehicular traffic.
- .2 The Contractor shall provide adequate screens to protect all pedestrian and vehicular traffic from the Works. A Pedestrian Movement and Screening Plan shall be submitted at the Pre-commencement Meeting, detailing the screening method to be used.

22. TEMPORARY ATTACHMENTS TO THE STRUCTURE

- .1 Scaffolding, containment or appendages shall not be attached to any part of the structure without prior written approval from the Principal. This shall constitute a **HOLD POINT**.
- .2 Any attachments which have caused alterations to be made to the structure shall be repaired using a procedure approved by the Principal (e.g. drilled holes in concrete shall be repaired using Bauer Industries Concast 502FC putty). Should the Contractor wish to use an alternative product, full details are to be submitted at time of tendering so the material can be checked for approval.

23. SIGNAGE

- .1 The work area shall be sign posted to show that hazardous work is taking place. Signs shall be erected at all entrances clearly warning of the dangers of airborne dust and paint at the blast/painting site area to redirect vehicular traffic and personnel away from the site.

24. CARE OF THE SITE

- .1 The Contractor shall liaise with and adhere to the requirements of the local council, Country Fire Service and Metropolitan Fire Service regarding the works and local fire restrictions.

- .2 At the conclusion of the Contract, the site shall be left in a condition comparable to that at the commencement of the work. This shall constitute a **HOLD POINT**.
- .3 A security plan shall be submitted to the Principal at the Pre-commencement meeting. The security plan shall outline the security measures to be employed.

25. HOLD POINTS

- .1 The following is a summary of Hold Points referenced in this Part:

CLAUSE REF.	HOLD POINT	RESPONSE TIME
9.1	Manufacturer's instructions.	1 working day
20.2	Certification of scaffold.	24 hours
22.1	Temporary attachments to structures.	5 working days
24.2	Site inspection at completion.	1 working day

26. VERIFICATION REQUIREMENTS AND RECORDS

- .1 The Contractor shall supply the following documentation to demonstrate that the requirements of this Part have been complied with and where appropriate, supply the documentation with the lot package.

CLAUSE REF.	SUBJECT	RECORD TO BE PROVIDED
1.2	Contractor's Program	Revised Program (when directed by the Principal)
3.6	Site meeting minutes	Notification of request to modify minutes
5.1	Recording of Activities	Daily Diary Form
10.3	Contractor's Compound and Principal's Requirements	Certificate of Compliance for electrical work in site office(s)
12.10	Relocation of Utility Services	Notification that additional relocation is required
16.1	Clearance from Landowners	Statement of clearance from Landowners
17.1	Materials Supplied by the Principal	Receipt for materials