1. **PART G10

PRELIMINARIES**

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### GENERAL

* + 1. This Part specifies requirements for the Contractor’s program and resources and other miscellaneous requirements.

### CONTRACTOR’S PROGRAM

* + 1. Prior to the commencement of work under the Contract, the Contractor must prepare and submit a baseline Contractor’s Program, which includes a construction program. The Contractor’s Program must be detailed to show the following:
			- 1. each item or element of work under the Contract;
				2. dependencies between items or element of work as normally identified in Critical Path Analysis methods (in either precedence PERT or precedence GANTT form);
				3. the minimum duration of each item of work under the Contract;
				4. the critical path;
				5. the proposed human resources and plant for each item of work on the critical path;
				6. monthly cash flow; and
				7. design activities, where design forms part of this Contract.
		2. Each month the Contractor must submit a revised Contractor’s Program to the Principal. In addition, the Principal may direct that a revised Contractor’s Program is required at any time, in which case the Contractor must submit a revised program within 7 days of the direction.

### CONSTRAINTS

* + 1. This Specification contains requirements that will impose limitations on the Contractor’s program and sequence of work. Any additional constraints or limitations not covered elsewhere in the Specification are listed in the **Contract Specific Requirements.**

### CONTRACTOR'S PERSONNEL

* + 1. The Contractor must ensure that the personnel nominated in Schedule 40 "Contractor’s Personnel":
			- 1. meet the requirements for the position stated in the **Contract Specific Requirements**;
				2. are available to perform the Contractor’s obligations under the Contract; and
				3. are not replaced without the prior approval of the Principal.
		2. If approval to replace the personnel is granted, the replacement personnel must meet the skill and experience requirements stated in the **Contract Specific Requirements**.
		3. The Contractor's Representative must have the authority to make decisions on behalf of the Contractor.

### SITE MEETINGS AND COLLABORATION BETWEEN THE PARTIES

* + 1. The Principal will arrange for regular meetings (“Site Meetings”) to be held between representatives of the Principal and Contractor and any other persons the Principal may nominate to be present.
		2. The purpose of the Site 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.
		3. The Principal will arrange for minutes of the Site Meetings to be recorded. Two copies of the minutes will be forwarded to all parties not later than 7 days after each Site Meeting.
		4. If a party does not accept any aspect of the minutes as being a reasonable record of the Site Meeting then that party must 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 Site Meeting. The Contractor and the Principal must sign the minutes for confirmation.
		5. If agreed between the parties, further meetings or workshops may be arranged to:
			- 1. facilitate collaboration and cooperation between the parties;
				2. further the understanding of the expectations of other project stakeholders; and
				3. facilitate early identification of any issues that may affect the achievement of the project objectives.
		6. The minutes of any meeting held pursuant to the clause 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 must be clearly identified as such and documented separately from the meeting minutes.

### LOCAL GOVERNMENT LIAISON

* + 1. The council(s) and council contact person(s) and any special requirements, if required, are stated in the **Contract Specific Requirements.**
		2. If required by the council(s), the Contractor must obtain their written agreement prior to using local roads for haulage of materials. If not provided beforehand, a copy of the agreement(s) must be submitted at least 14 days prior to the commencement of hauling. The Contractor must liaise with the appropriate council(s) prior to removing and reinstating any parking or clearway signs. The Contractor bears the risk of any requirement specified by a Council.

### EVALUATION OF CONTRACTOR’S PERFORMANCE

* + 1. At any time the Principal may undertake an evaluation of the Contractor’s (and any subcontractor’s) performance and compliance with the requirements of the Contract using the current version of the Principal's relevant Contract Performance Evaluation Procedure. A copy of the procedure will be made available to the Contractor if requested. The evaluation, which will include reasons for any below acceptable scores, will be forwarded to the Contractor when completed.
		2. If the Contractor disagrees with the evaluation, they may forward a request to the Principal for a review, along with reasons why it should be reviewed. Following reasonable consideration of the request, the Principal’s decision will be final. The evaluation may be taken into account in the assessment of future tenders with the Principal or other government agencies.

### VERIFICATION REQUIREMENTS AND RECORDS

* + 1. The Contractor must 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** |
| --- | --- | --- |
| 2. | Contractor’s Program | Revised Contractor’s Program (monthly and when directed by the Principal) |
| 5. | Site meeting minutes | Notification of request to modify minutes |

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