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OBERON COUNCIL

ATTACHMENTS FOR REPORTS

ORDINARY COUNCIL MEETING

Tuesday 17 April 2018

commencing at 5.30pm

in the Oberon Council Chambers

ATTACHMENTS FOR REPORT

Report Item

13.09 Oberon Council Bitumen Spray Seal
Tender

ATTACHMENTS

Specification for Sprayed Bituminous Surfacing Works in the Oberon Council area (Quality Assurance Contract).



**SPECIFICATION
FOR
SPRAYED BITUMINOUS
SURFACING WORKS
IN THE OBERON COUNCIL AREA
(QUALITY ASSURANCE CONTRACT)**

April 2018

Oberon Council Tender No. T2018/5



SPECIFICATION

CONTENTS

- PART 1** CONDITIONS OF TENDERING AND
INFORMATION FOR TENDERERS

- PART 2** TENDER FORM

- PART 3** GENERAL CONDITIONS OF CONTRACT
(FOR MINOR CONTRACT)

- PART 4** SPECIAL CONDITIONS OF CONTRACT

- PART 5** TECHNICAL SPECIFICATION

- PART 6** MATERIALS



PART 1

CONDITIONS OF TENDERING AND INFORMATION FOR TENDERERS

CONTENTS

- 1.1 Notice To Tenderers**
- 1.2 Conditions of Tendering**
- 1.3 Opinion of Financial Capacity**

PART 1

1.1 NOTICE TO TENDERERS

CONTENTS

1.1.1 DESCRIPTION OF WORK

1.1.2 LOCATION OF WORK

1.1.3 SCOPE OF WORK

1.1.4 ADVERTISEMENT

1.1.5 PARTICULARS TO BE SUBMITTED BY THE TENDERER

1.1.6 SPECIFIC LODGEMENT REQUIREMENTS

1.1.7 ASSESSMENT OF TENDERS

1.1.8 ADDENDUM TO CONDITIONS OF TENDERING

1.1.9 SUMMARY – CHECKLIST FOR TENDERS

ANNEXURE A: LOCALITY SKETCH

ANNEXURE B: ADVERTISEMENT

PART 1

1.1 NOTICE TO TENDERERS

1.1.1 DESCRIPTION OF WORK

The Contract is for sprayed bituminous surfacing works in the Oberon Council area, 3 year period from 1 July 2018 to 30 June 2021.

1.1.2 LOCATION OF WORK

Various locations within The Oberon Council area and associated RMCC works completed for Roads & Maritime Services (RMS) on behalf of Oberon Council.

See Locality Sketch attached as Annexure A. to this Part.

1.1.3 SCOPE OF WORK

The Contract is for all aspects of sprayed bituminous surfacing work, the Schedule of Rates arrangement allows for Council to supply and/or pre-coat and/or spread and/or roll and incorporate some cover aggregates. The works include:

- a) Assessment and pre-treatment of the existing pavement.
- b) Design of bituminous surfacing in accordance with binder type and aggregate type and size nominated by the Superintendent.
- c) Supply and spray primer, primer binder (including preparation of surface).
- d) Supply and spray binder – Class 240 Bitumen (including adhesion agent where required and preparation of surface).
- e) Supply and spray polymer binder modified (including adhesion agent where required and preparation of surface).
- f) Supply and spray surface binder softening agent and surface enrichment treatment agent.
- g) Supply, incorporate and spray cutter oil in primer, primer binder or binder.
- h) Supply and pre-coat aggregate.
- i) Apply and spread aggregate.
- j) Roll and incorporate aggregate.
- k) Recovery of Longitudinal Line marking & installation of temporary markers.
- l) Control of traffic and erection of signposting.
- m) Maintaining road free of loose stone.

1.1.4 ADVERTISEMENT

A copy of the tender advertisement is attached as Annexure B to this Part.

1.1.5 PARTICULARS TO BE SUBMITTED BY THE TENDERER

The Tenderer must supply proof of competency to carry out the works. The Tender will be deemed informal if inadequate proof is not provided. Such proof must include details of:-

- (a) Evidence of the financial capacity of the firm to carry out the work in the form of Part 1.3, Opinion of Financial Capacity.
- (b) Evidence that the tenderer has the technical ability and experience to carry out the work in accordance with the Specification.

Tenderers shall also submit the following details:-

- (i) Source or sources of basic materials used in manufacture.
 - (ii) The process of manufacture including, if appropriate, the characteristics and proportion of each bitumen blended.
 - (iii) The name and location of the bitumen refinery.
 - (iv) Bitumen density at 15 degrees Celsius.
 - (v) Bitumen supplier's published price list for bitumen applicable at the closing date of tenders.
- (c) Evidence of the Contractual and Managerial experience of the tenderer and its Principals.
 - (d) The proposed equipment, manpower, detailed methods and time involved in the work to be executed under the Contract. This must also demonstrate that the Tenderer is able to complete the work specified under the Contract within the specified period.
 - (e) The proposed equipment and method for control of traffic and signposting of the work.

1.1.6 SPECIFIC LODGEMENT REQUIREMENTS

Tenders are to be endorsed 'TENDER T2015/3 – SPRAYED BITUMINOUS SURFACING WORKS IN THE OBERON COUNCIL AREA' addressed to the General Manager, Oberon Council, and submitted through the Tenderlink portal online to be received not later than **12.00noon Friday 11 May 2018.**

Facsimile, email and hand delivered submissions will not be accepted.

1.1.7 ASSESSMENT OF TENDERS

It is policy to award contracts to organisations whose tenders are assessed as offering the best value for money.

Conforming tenders will be evaluated on the following criteria:-

- * The tendered rates or prices and total amount.
- * The Tenderer's ability to complete works of the quality specified within the Contract period.
- * The Tenderer's safety, industrial relations and performance records.

1.1.8 ADDENDUM TO CONDITIONS OF TENDERING

The following condition shall be deemed to be included in the Conditions of Tendering appearing on the back of the Quotation Form:-

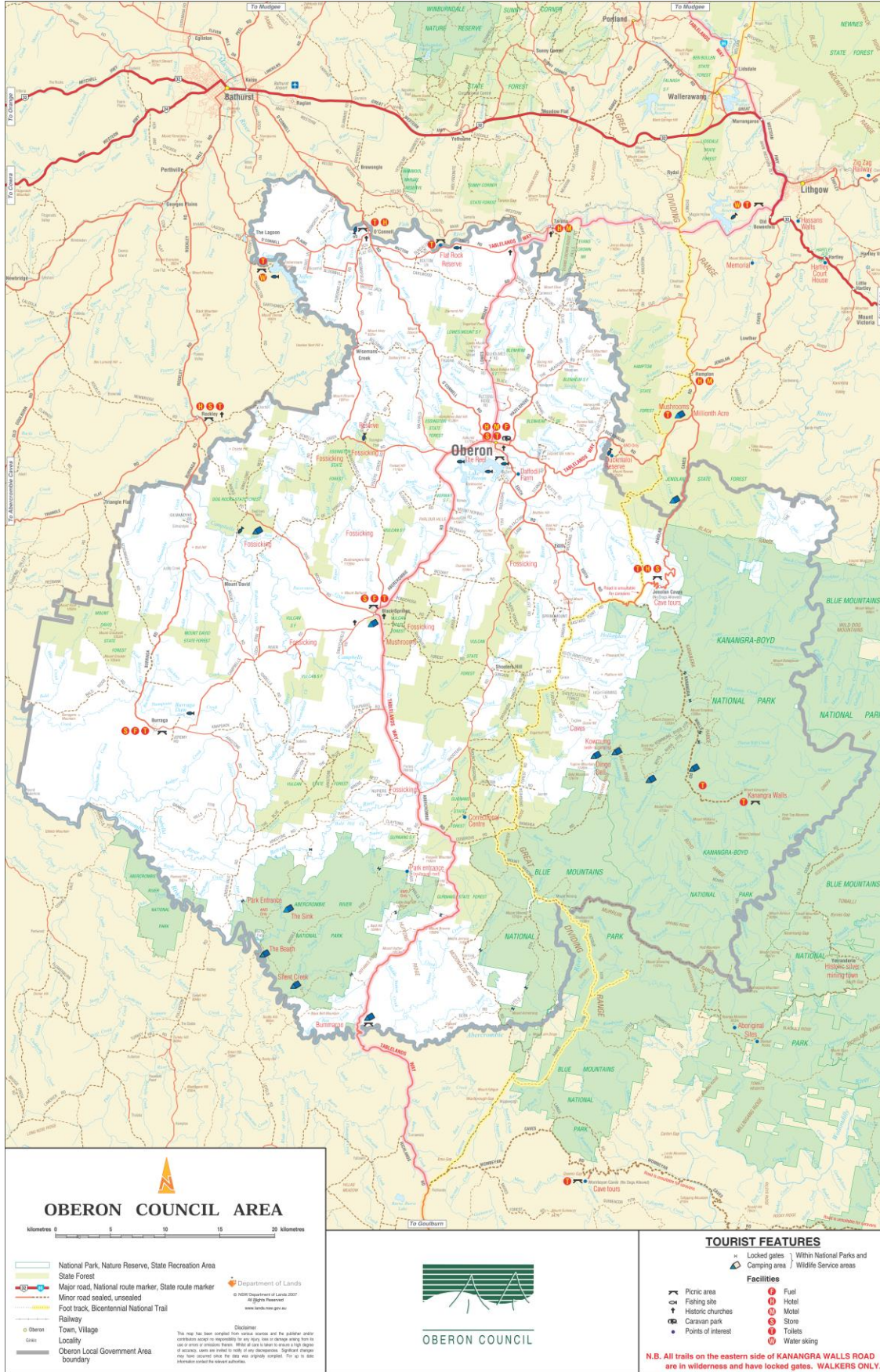
"All Tenderers must comply with the NSW Government Code of Practice for the construction industry. Submission of a Tender will be evidence of the Tenderer's agreement to comply with the Code for the duration of any contract that may be awarded. If any Tenderer fails to comply with the Code, the failure may be taken into account by the Principal when considering this or any subsequent tender by the Tenderer and may result in this or any subsequent tender being passed over."

1.1.9 SUMMARY – CHECKLIST FOR TENDERERS

1. Download Tender Documents and Codes of Tendering and Practice.
2. Complete Tender Form.
3. Complete Opinion of Financial Capacity.
4. Prepare Statement of:-
 - a) Technical ability, experience and referee's.
 - b) Contractual and managerial experience.
 - c) Wages and allowances.
 - d) Equipment, manpower, detailed methods and time involved in the work.
 - e) Proposed equipment and methods for control of traffic.
5. Submit tender via Tenderlink portal - ONLY

ANNEXURE A

LOCALITY SKETCH



OBERON COUNCIL AREA

Kilometres 0 5 10 15 20 Kilometres

- National Park, Nature Reserve, State Recreation Area
- State Forest
- Major road, National route marker, State route marker
- Minor road sealed, unsealed
- Foot track, Bicentennial National Trail
- Railway
- Town, Village
- Locality
- Oberon Local Government Area boundary

Department of Lands
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lands.nsw.gov.au

Disclaimer
This map has been compiled from various sources and the publisher and/or contributors accept no responsibility for any errors, omissions or changes arising from the use or reuse of this information. Special attention should be given to any changes in road conditions, which are subject to change at any time. Significant changes may have occurred since the data was originally compiled. For an up to date information consult the relevant authorities.



OBERON COUNCIL

TOURIST FEATURES

- Locked gates
- Camping areas
- Picnic area
- Fishing site
- Historic churches
- Caravan park
- Points of interest
- Fuel
- Hotel
- Motel
- Store
- Toilets
- Water skiing
- Within National Parks and Wildlife Service areas

N.B. All trails on the eastern side of KANANGRA WALLS ROAD are in wilderness and have locked gates. WALKERS ONLY.

ANNEXURE B

ADVERTISEMENT



SPRAYED BITUMINOUS SURFACING WORKS IN THE OBERON COUNCIL AREA

Written tenders are invited and will be received until **12:00noon on Friday 11 May 2018** for:

- **Sprayed bituminous surfacing works in the Oberon Council area, from 1 July 2018 to 30 June 2021.**

Tender and submission enquires information and questions MUST be directed through the Tenderlink Portal, and will be addressed online. All associated tender documents can be downloaded via the Tenderlink website <https://www.tenderlink.com>.

Further enquiries should be directed to Council's Technical Services Director, Mr Chris Schumacher on 02 6329 8127.

Gary Wallace
General Manager

To be inserted in **Oberon Review** on 19 and 26 April 2018 and **Sydney Morning Herald** TBA

*File No. BCS/PES/Acquisition/Plant Replacement
Job Number: 3260.350.601*



PART 1

1.2 CONDITIONS OF TENDERING

CONDITIONS OF TENDERING

1. Form of Tender

Tenders shall be submitted on the Tender Form to which these conditions are annexed and shall be for the works as specified or shown on the Drawings and shall be subject to the General Conditions of Contract .

Proposals by a tenderer for alternative designs, procedures or conditions will be considered only if the tenderer also has submitted a tender for work to be carried out strictly in accordance with the exhibited General Conditions of Contract, Specification and Drawings.

2. Accepted Tender and Security Deposit

Acceptance of the tender shall operate from the date of written notice to that effect and within fourteen (14) days after such notice the successful tenderer shall execute the agreement and shall, as Security Deposit for the due fulfilment of the Contract, lodge with the Council in cash, Government debentures, bank draft or approved Promise to Pay on Demand a further amount which shall amount to five per cent of the amount of the tender.

Should the successful tenderer fail to sign the Contract Documents when called upon to do so, the acceptance shall be deemed to be revoked.

The exercise of all or any of the rights of the Council in the event of failure or neglect of a tenderer to comply with all or any of the conditions of tendering, shall not affect the rights of the Council to institute proceedings at law or in equity for damages or specific performance against such tenderer.

3. Acceptance of Tender

The Council shall not be bound to accept the lowest or any tender.

4. Royalty, Duty

If the supply of material or equipment is called for in terms of the Contract, the Contractor's price must be inclusive of all statutory and/or other charges associated with the Contract including royalty and duty and GST.

5. Definitions

The word "tenderer" in these conditions shall be deemed to include two or more persons; the word "his" shall also mean "their", the word "he" shall also mean "they"; and the words "the Council" shall mean The Oberon Council.

6. National Preference Agreement

Tenders valued at or in excess of \$10,000 are subject to the application of the National Preference Agreement except for works funded under the Australian Land Transport (Financial Assistance) Act and the Australian Bicentennial Road Development Trust Fund Act. The agreement requires the adding of a 20% surcharge based on overseas content except for New Zealand content.

Each tender shall be accompanied with a statement of full details for all overseas content in each scheduled item of work. For this purpose, overseas and New Zealand content is to be taken as meaning the full landed and duty paid cost in Australia, inclusive of all related charges.

Any tender which does not comply with these conditions is liable to rejection.

6. New South Wales Country Industries Preference Scheme

The New South Wales Country Industries Preference Scheme may be used in the assessment of tenders provided the application of the Scheme does not discriminate against other States or Territories of the Commonwealth of Australia.

7. Construction Employees Redundancy Trust

The New South Wales Government Code of Practice for the Construction Industry requires that no payment be made to the Construction Employees Redundancy Test (CERT) in relation to any workers and subcontractors engaged on the works the subject of this tender.

In accordance with the Code, the tenderer must not be a party to a full Deed of Adherence of CERT.

A tenderer who does not fulfil the requirements contained in this condition must include in his tender a detailed statement of the reasons which prevent the tenderer from fulfilling such requirements.

This statement by the tenderer will be taken into consideration by the Authority in assessing the tender.



PART 1

1.3 OPINION OF FINANCIAL CAPACITY

OPINION OF FINANCIAL CAPACITY

PART A (TENDERER TO COMPLETE)

TENDERER:

WORK:

DURATION: _____ **weeks**

RMS OR LOCAL GOVERNMENT CONTRACTS IN PROGRESS

Description	Contract Value	Completion Date
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TENDERER ON RMS OR LOCAL GOVERNMENT WORKS NOT YET ACCEPTED

Description	Tender Value	Duration
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PART B (BANK OR FINANCIAL INSTITUTION TO COMPLETE)

Under the General Conditions of Contract applicable for this Contract Progress Payments will be made monthly.

On the information now available to this bank/financial institution, the tenderer would be capable of meeting the average monthly expenditure for the Work in addition to other concurrent financial commitments known to me.

Bank/Financial Institution _____ Branch _____

Manager _____ Date _____



PART 2

TENDER FORM



OBERON COUNCIL

TENDER FORM – TENDER NO. T2018/5

SPRAYED BITUMINOUS SURFACING WORKS IN THE OBERON COUNCIL AREA.

I/We, * the undersigned, do hereby tender to execute the whole of the several works and supply all material and labour and everything of every kind respectively named, described and referred to in the Drawings, Specifications and General Conditions of Contract which have been inspected by Me/Us * for the Rates/Lump Sum * set out hereunder, and further that this tender is made subject to the Conditions of Tendering hereinafter mentioned, and by which I/We * agree to be bound:

*Delete as inapplicable.

Schedule of Rates

Total of Extended Amounts: \$.....(includes GST)

DATED this.....day
of.....

Tenderer.....Signature.....

Address.....Telephone

Witness.....

OBERON COUNCIL

SCHEDULE OF RATES

WORK: SPRAYED BITUMINOUS SURFACING WORKS IN THE OBERON COUNCIL AREA.

The quantities shown in the Schedule of Rates are estimated annual quantities only and are not to be taken as actual or correct quantities of work to be carried out or paid for under the various items of work. All items shall be extended to show total amounts.

All rates and extended amounts must include GST.

Item No	Description of Work	Quantity	Unit	Tendered Rate (including GST)	Extended Amount/Bulk Sum (including GST)
1.	Establishment	15	ea		
2.	Sweeping of surface prior to spraying.	300,000	m ²		
3.	Supply and Spray Binder -Class 240 Bitumen	—	—	—	—
3.1	<20,000 litres/day	40,000	Litre		
3.2	>20,000 litres/day	400,000	Litre		
4.	Supply and Spray Binder – Class 240 Bitumen incorporating 3% Crumbed Rubber. Additional charge above basic bitumen rates above.	200,000	Litre		
5.	Supply and Spray Polymer Modified Bitumen – Additional charge above basic bitumen rates above.	5,000	Litre		
6.	Supply, Incorporate and Spray Cutter Oil in Primer, Primerbinder or Binder.	30,000	Litre		

Name of Tenderer: _____

Item No	Description of Work	Quantity	Unit	Tendered Rate (including GST)	Extended Amount/Bulk Sum (including GST)
7.	Supply, Incorporate and Spray Adhesion Agent in Primer, Primer binder or Binder	4,000	Litre		
8.	Supply, Pre-coat, Apply and Spread Aggregate	—	—	—	—
8.1	7mm Aggregate	1,000	m ³		
8.2	10mm Aggregate	1,000	m ³		
8.3	14mm Aggregate	1,000	m ³		
8.4	20mm Aggregate	500	m ³		
9.	Roll and Incorporate Aggregate (2 Rollers)	300,000	m ²		
10.	Suction Broom Sweeping of Surface after rolling Aggregate	300,000	m ²		
11.	Provision of Traffic Control	—	—	—	—
11.1	4 man crew	300,000	m ²		
					\$

Name of Tenderer: _____



PART 3

GENERAL CONDITIONS OF CONTRACT (FOR MINOR CONTRACT)

CONTENTS

General Conditions of Contract

Annexure to General Conditions of Contract

OBERON COUNCIL

MINOR CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. Construction of Contract

The Contract (as hereinafter defined) shall be governed by and construed with reference to the laws in force in the State of New South Wales. All tendered rates and amounts and subsequent payments shall be in Australian currency.

All communications between the Principal and the Superintendent and the Contractor shall be in the English language.

2. Interpretation of Terms

In the Contract the following words and expressions shall have the meanings hereby assigned to them:

- i 'Bill of Quantities' means any document designated as a Bill of Quantities issued to tenderers by the Principal stating the estimated quantities of work to be done under the Contract and 'Priced Bill of Quantities' means the Bill of Quantities priced and lodged by the Contractor with the Superintendent and approved by the Superintendent as to rates.
- ii 'Contractor' means the person or persons, corporation or corporations who are bound to execute the Works in accordance with the Contract.
- iii 'Contract' means all the documents which constitute the final and concluded agreement between the Principal and the Contractor concerning the execution of the Works.
- iv 'Contract Sum' means the sum named in the tender subject to such variations thereto as may be made under the provisions of these General Conditions of Contract.
- v 'Drawings' means the Drawings referred to in the Specification and any modification of the Drawings made by the Superintendent pursuant to the powers conferred in these General Conditions of Contract.
- vi 'Principal' means The Oberon Council.
- vii 'Schedule of Prices' means any schedule included in the Contract which shows the price of a section or sections or item or items of the Works.
- viii 'Schedule of Rates' means any document which shows the rate payable for a section or sections or item or items of the Works.
- ix 'Site' means the lands and other places made available to the Contractor by the Principal for the purposes of the Contract.
- x 'Specification' means the Specification of the Works existing at the date of acceptance of tender and any modification of the Specification made by the Superintendent pursuant to the powers conferred in these General Conditions of Contract.
- xi 'Superintendent' means the office or other person appointed by the Principal to be the Superintendent for the purposes of the Contract.

xii 'Works' means the whole of the works to be executed in accordance with the Contract including all variations provided for herein, which by the Contract are to be handed over to the Principal.

The clause headings in these General Conditions of Contract shall not be deemed to be part thereof.

3. Nature of Contract

The Contract shall be a Schedule of Rates Contract as stated in the Annexure with the following provisions:

(a) Schedule of Rates Contract

In a Schedule of Rates Contract the Contractor shall execute the Works and fulfil all his obligations under the Contract, and the Principal shall pay to the Contractor for the measured quantity of each item of the work actually performed under the Contract at the rate therefore set out in the Schedule of Rates, and the sum so ascertained shall be adjusted by any additions or deductions pursuant to the Contract.

The rates tendered in the Schedule of Rates are deemed to include the cost of all work, services and other incidentals associated with or necessary for the proper construction of the Works.

The quantities shown in the Schedule of Rates are for the purpose of comparing tenders only and shall not be construed to be the amount of work which will actually be required or be paid for under the various items of work.

Unless otherwise stated in the Contract, the Contract shall not be subject to adjustment for rise and fall in costs.

4. Bill of Quantities

Where a Bill of Quantities was issued to Tenderers by the Principal the Contractor shall lodge with the Superintendent a priced copy of that Bill of Quantities within fourteen (14) days from the date of the issue of the Letter of Acceptance.

All items included in the Bill of Quantities shall be priced and extended by the Contractor and the prices as extended shall, on addition, equal the Contract Sum.

Any errors in extension or addition or both discovered by the Principal or the Contractor in a Priced Bill of Quantities shall be corrected in a manner agreed to between the Contractor and the Superintendent or, in the event of failure to agree in the manner determined by the Superintendent so that the total of all items in the Priced Bill of Quantities continues to equal the Contract Sum.

5. Security Deposit

Within fourteen (14) days from the date of acceptance of the Tender, the Contractor shall as security for the due fulfilment of the Contract, lodge with the Principal in cash or an unconditional undertaking or a certificate in a form approved in writing by the Principal and given by a bank approved by the Principal a further amount which shall amount to five per centum of the amount of the Tender.

Should the successful Tenderer fail to execute the Agreement when called upon to do so the acceptance shall be deemed to be revoked, and the preliminary cash deposit given with the Tender shall be absolutely forfeited to the Principal as liquidated damages. The exercise of all or any of the rights of the Principal under this or any other condition shall not affect the right of the Principal to institute proceedings at law or in equity for damages or specific performance against such Tenderer.

6. Evidence of Contract – Agreement

Within fourteen days from the issue of the Letter of Acceptance the Contractor shall execute the Agreement prepared by the Principal. Until the Agreement is executed the Letter of Acceptance and associated documents shall constitute the Contract between the parties.

The amount of any stamp duty shall be payable to the Contractor.

7. Service of Documents

Any document which is to be issued or given to or served upon the Contractor shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or his representatives or is sent by prepaid post to or is left at the site of the Works or at such other addresses as is notified in writing by the Contractor to the Principal.

8. Documents Generally

The several documents which constitute or evidence the Contract shall be taken as mutually explanatory and anything contained in one but not in another shall be equally binding as if contained in all. Any ambiguity, discrepancy or inconsistency shall be explained by the Superintendent who shall direct the Contractor as to the interpretation to be followed.

Minor items not expressly mentioned in the Contract but which are necessary for the satisfactory completion of the Works shall be supplied and executed by the Contractor without adjustment to the Contract Sum.

9. Sub-Contracts, Assignments

The Contractor shall not sub-let any part of the work without written approval of the Superintendent, which approval shall not relieve the Contractor of any of his liabilities or obligations under the Contract.

The Contractor shall not assign the Contract, or assign, mortgage, charge or encumber any of the moneys payable or to become payable thereunder, or any other benefit whatsoever arising, or which may arise under such a Contract.

10. Provisional Sums and Nominated Sub-Contractors

Where provisional sums are included in the contract sum as sums payable to persons nominated by the Principal to supply and/or fix materials or goods or to carry out work on the site all persons who have been so nominated by the Principal are hereby declared to be "Nominated Sub-Contractors".

All sums which become payable in respect of these provisional sums to Nominated Sub-Contractors shall be paid by the Contractor.

Where a payment to the Contractor includes an amount payable to a Nominated Sub-Contractor the Contractor shall pay the amount payable to the Nominated Sub-Contractor within seven (7) days after receiving that payment.

The Contractor shall not be entitled to a progress or final payment in respect of the work unless he furnishes proof satisfactory to the Superintendent that all amounts which are payable to Nominated Sub-Contractors have been duly paid. If the Contractor does not furnish proof of payment satisfactory to the Superintendent, the Principal may pay to the Nominated Sub-Contractor part or all of the amount due to the Nominated Sub-Contractor and may deduct or withhold an equivalent amount from any moneys which may be or become payable to the Contractor.

11. Adjustment of Provisional Sums and Quantities

Where the amount of any provisional sum included in the Contract sum differs from the amount directed by the Principal to be expended against the provisional sum, the amount of the difference shall be added to or deducted from the Contract sum as the case may be and the adjustment to the Contract sum shall not include any amount for profit to the Contractor unless the work to which the provisional sum relates is varied by the Superintendent pursuant to Clause 40.

Where the Contract includes a provisional quantity for any work, and the Superintendent directs that the quantity of work to be carried out differs from the provisional quantity, the Contract sum shall be varied by the value of the difference in quantity calculated at the scheduled rate for that work.

Provisional sums for materials or goods to be supplied are to be taken to be the Net Cost to the Contractor (excluding cash discount for prompt payment) to the point of delivery indicated in the Specification.

If the Principal does not nominate a sub-contractor in respect of any provisional sum, he may arrange to carry out the work included in the provisional sum in any manner that he sees fit and the sum included in the Contract sum for the relevant work shall be deducted from the Contract sum.

12. Contractor to Inform Himself

The Contractor shall be deemed to have informed himself completely and thoroughly of the site conditions and of every circumstance connected with the Works of the Contract and to have provided in his Tender for all incidental work and materials necessary to complete the said Works and for every contingency that may arise during the execution of the said Works.

13. Royalties, Duty

The Contractor's prices and/or Contract sum shall be deemed to include all statutory and/or other charges associated with the Contract including royalty and duty. Before final payment is made to the Contractor, he shall, if requested by the Superintendent submit a statutory declaration that all payments and fees referred to in this clause have been paid or satisfied.

14. Statutory Requirements

The Contractor shall comply with the requirements of all Acts of the Parliaments of the Commonwealth, and of New South Wales and with the requirements of public, municipal or other authorities in any way affecting the Works.

The Contractor shall give all notices necessary to comply with the aforesaid requirements and shall pay and bear all fees payable in connection therewith.

15. Protection of Persons and Property

The Contractor shall:

- (a) provide, erect and maintain all barricades, guards, fencing, temporary roadways and footpaths, signs and lighting, and
- (b) provide watchmen and traffic flagmen

lawfully required by any Public, municipal or other authority and by the Superintendent or necessary for the protection of the Works or of other property or for the safety and convenience of the public and others and shall remove the same when no longer required.

The Contractor shall provide temporary protection for and shall not interfere with or damage property, roadways, footpaths, drains, water courses, public utility and other services which are visible or the location of which can be ascertained by the Contractor from the appropriate authority or from the Contract and at his own cost shall have reinstated all damage caused by him, his employees, agents, sub-contractors or employees of any such agents or sub-contractors. If the Contractor fails to do all or any of these things the Principal has the right to have the remedial work carried out at the Contractor's cost.

The Contractor shall prevent nuisance or inconvenience to the owners, tenants or occupiers of properties adjacent to the site and to the public generally.

16. Care of the Works

From the commencement of the Contract to the date of Practical Completion of the Works (as defined in Clause 41) and Contractor shall be solely liable for the care of the Works and all materials, equipment and other things that are brought on the site by or on behalf of the Contractor or any sub-contractors for the purpose of carrying out the Works or that are entrusted to him by the Principal for that purpose.

The Contractor shall at his own cost make good to the satisfaction of the Superintendent any loss of or damage to the Works, or the aforesaid materials, equipment and other things resulting from any cause whatsoever (save and except the Excepted Risks as defined hereunder), when such good is necessary for the satisfactory completion of the Works. When

so ordered by the Superintendent any such loss or damage caused by any of the Excepted Risks shall be made good by the Contractor as a variation to the Contract and dealt with pursuant to Clause 40.

Nothing contained in this clause shall relieve the Contractor of his responsibilities or liabilities under Clause 18.

The Excepted Risks are:

- (a) Any negligent act or omission of the Principal, or his agents.
- (b) Any risk specifically excepted in the Specification –
- (c) Hostilities (whether war be declared or not), civil war, or military or usurped power, or confiscation by order of any public authority.
- (d) Contamination by radioactivity not caused by the Contractor or his agents.

17. Insurance of the Works

Before commencing the work under the Contract, the Contractor shall at his own cost effect an insurance policy with an insurer approved by the Principal in an amount not less than the Contract Sum, in the joint names of the Principal, the Contractor and all sub-contractors employed on the Works, to cover the Contractor's liabilities under Clause 16. The Contractor shall maintain the insurance policy until such liabilities cease.

18. Property Damage and Public Risk

The Contractor shall indemnify the Principal against all loss of or damage to the property of the Principal (other than the Works but including existing property on which the works are being carried out) and against any claim or action brought by any person against the Principal or his agents in respect of personal injury or death of any person or loss of or damage to any property, arising out of the construction of the Works by the Contractor.

19. Public Liability Insurance

Before commencing work under the Contract the Contractor shall at his cost effect a Public Liability Policy of Insurance, for an amount not less than the sum stated in the Annexure hereto and with an Insurer approved by the Principal in the joint names of the principal the Contractor and all sub-contractors employed from time to time in relation to the Works for their respective rights and interests to cover their liabilities to third parties including the liabilities set out in Clause 18.

The Contractor shall ensure that the Public Liability Policy of Insurance includes "Tool of Trade" extensions and underground services.

20. Accident or Injury to Employees

The Contractor shall indemnify the Principal against liability for all loss or damage resulting from personal injury to the Contractor or his agents occurring during the execution of the Works, except such injury resulting from breach of the contract by the Principal or his negligent act.

21. Insurance of Employees

The Contractor shall at his own cost insure and keep insured his workmen under an Insurance Policy pursuant to the Workers Compensation Act, 1987. The policy of insurance under this clause shall cover the Principals liability at law and shall be effected with an Insurer approved by the Principal.

22. Inspection of Insurance Policies

Before commencing work under the Contract and whenever requested in writing at any time thereafter so to do by the Superintendent, the Contractor shall produce evidence to the satisfaction of the Principal of the insurances effected and maintained by the Contractor and his sub-contractors for the purpose of Clauses 17, 19 and 21 or any of these.

23. Superintendent

The Works shall be executed in accordance with the Contract and in accordance with any directions of the Superintendent pursuant to the provisions of the Contract.

24. Representatives

The Superintendent may from time to time in writing appoint persons named by him as Superintendent's Representatives to exercise such of the powers, duties, discretions and authorities exercisable by that person, and the Contractor shall recognise and accept each person so appointed.

25. Contractor's Representatives

The Contractor shall personally superintend the execution of the Works or have a competent representative acceptable to the Superintendent present on the site.

Matters within the knowledge of the representative shall be deemed to be within the knowledge of the Contractor.

In the absence of the Contractor and his representatives the Superintendent may take such action as he considers necessary to prevent loss of or damage to the works or any property, or to prevent injury to any persons, and the cost of such work shall be borne by the Contractor if the Superintendent so determines.

26. Control of Contractor's Employees

The Contractor shall employ in upon or about the Works only such persons as are careful, skilled and experienced in their respective trades and callings.

The Superintendent may object to and direct the Contractor to have removed from the Works any person employed by the Contractor or by any sub-contractor who, in the opinion of the Superintendent, misconducts himself or is incompetent or negligent in the performance of his duties; and any such person shall not again be employed in upon or about the Works without the prior approval of the Superintendent.

27. Site

The Superintendent shall give to the Contractor possession of sufficient area of the site to enable him to execute the Works in accordance with requirements of the Contract, and the Contractor, immediately after he gets possession of the site shall commence the Works and proceed with diligence to execute the same.

Should there be a delay in giving the Contractor possession of the site, the delay shall be deemed not to constitute a breach of Contract, but shall be a ground for an extension of time for completion pursuant to Clause 35 herein.

The Contractor shall secure for himself all other land which he may require for any temporary purposes or for his own convenience.

The Contractor shall not, without the prior written approval of the Principal, permit the site to be used for camping or any residential purpose.

Valuable minerals and objects of antiquity found on the site during the execution of the Works shall be the property of the Principal.

28. Setting Out of the Works

The Superintendent shall provide the information and survey marks necessary to enable the Contractor to set out the Works.

The Contractor shall, at his own cost, set out all the work of the Contract, including any variations, and shall be solely responsible for the accuracy of such setting out.

During the period of the Contract, the Contractor shall, at his own cost, take proper and reasonable care of survey marks which are at the site.

29. Materials, Labour and Equipment

The Contractor shall, unless the Contract otherwise provides, supply at this own cost, everything necessary for the proper completion of the Works, and the proper performance of his obligations under the Contract.

30. Materials and Work

In the absence of any relevant provision in the Contract, the material or standard of workmanship, as the case may be, shall be of a kind which, in the opinion of the Superintendent, is suitable for the Works.

If at any time during the progress of the Works the Superintendent is of the opinion that any materials or work are of an inferior description he may direct the removal or amendment of the same by the Contractor who shall comply with such direction at his own cost.

If the Contractor refuses to comply with such direction the Superintendent shall have the power to have the inferior materials or work replaced or amended at the cost of the Contractor.

If the Superintendent elects to allow such inferior materials or work to remain and be used in the Works then and in every such case the Superintendent shall have the power to fix the price of such materials or work.

31. Examination and Testing of Materials and Work

The Superintendent may direct that any materials or work to be used in or form part of the Works shall be examined and/or tested and the Contractor shall make available the said materials or work.

Testing shall be carried out by the Superintendent or by a testing authority approved by him and the costs of such testing shall be borne by the Principal.

The costs of taking samples and preparing materials and work for testing and transporting them to the place of testing shall be borne by the Contractor.

The Contractor shall give to the Superintendent and any representative appointed by him access to all parts of the Works for the purposes of supervision and/or inspection and/or testing.

32. Working Hours

The Work covered by the Contract shall not be carried out between the hours of 6.00 pm and 6.00 am or on Sundays or on other than ordinary working days except with the written approval of the Superintendent.

33. Programming of the Works

The Superintendent shall have full power to direct in what order and at what time the various parts of the works shall be performed, which power shall not be unreasonably exercised.

34. Progress and Suspension of the Works

The Contractor shall proceed with the Works at a rate of progress and in a manner satisfactory to the Superintendent.

The Superintendent may by written notice order the Contractor to suspend the whole or any part of the Works for such time or times and for such reasons as the Superintendent may think fit, and the Contractor shall have no claim for loss or damage on this account until after the expiration of fifteen ordinary working days from the dates of such suspension.

The suspension of any part of the Works shall not invalidate the Contract.

35. Times of Commencement and Completion – Liquidated Damages

Unless otherwise approved by the Superintendent the Contractor shall commence work on site within fourteen (14) days of acceptance of his Tender and shall complete the whole of the works within the period or by the date stated in the Annexure hereto.

If the Contractor is delayed in the execution of the Contract by reasons of authorised variations or by other circumstances, the Contractor, if he so desires, shall lodge a claim with the Superintendent for an extension of time for completion of the Works and each such claim shall include full substantiation that the delay was critical to such completion by the due date.

If the Superintendent thinks the circumstances adequate but not otherwise he may at his absolute discretion allow an extension of time to complete the Contract and shall notify in writing a new time for completion of the Works.

If the Contractor is allowed an extension of time pursuant to this Clause he shall have no right to monetary compensation or to a claim for damages in respect of any loss he may deem himself to have suffered by reason of the circumstances for which such extension of time was allowed.

If the Contractor fails to complete the whole of the Works within the time specified above, or within any new time notified by the Superintendent, he shall pay by way of liquidated damages and not as a penalty for every week or part of a week which elapses after such time the sum set out in the Annexure hereto.

36. Cleaning up by Contractor

The Contractor shall to the satisfaction of the Superintendent keep tidy the whole of the Works as they proceed, and on completion shall remove all surplus materials temporary buildings and equipment, and leave the whole in a clean and tidy condition.

The Contractor shall reinstate at his own cost any access roads, tracks, gates, fences, buildings or other property damaged during his operations.

37. Defects Liability Period

The Defects Liability Period shall be as stated in the Annexure hereto and shall commence on the Date of Practical Completion as certified by the Superintendent or on the day on which the Principal commences to use the Works, whichever is earlier.

If during the Defects Liability Period, any defects become apparent under normal use of the Works, the Contractor shall at his own cost remedy the defects to the satisfaction of the Superintendent.

The provisions of the Contract relating to the Works shall apply to any remedial work as if it were the Works.

38.Warranties

The Contractor shall ensure that the Principal will have the benefits of warranties as specified in the Contract.

39.Urgent Repairs

If at any time during the currency of the Contract the Superintendent determines that any remedial or other like work is urgently necessary to prevent loss of or damage to the Works or to any property or to prevent personal injury to any person, the Contractor shall carry out the Superintendent's instructions as soon as practicable, and, unless, the Superintendent determines otherwise, at the Contractor's own cost.

40.Variations

At any time during the currency of the Contract the Superintendent may order the Contractor to do all or any one or more of the following things:

- (a) Increase, decrease or omit any part of the Works.
- (b) Change the character, or quality of any material or work.
- (c) Change the levels, lines, positions or dimensions of any part of the Works.
- (d) Execute additional work.

The Contractor shall execute items of work of which the quantity has been varied at contract rates of payment and in all respects in accordance with the Specification and/or Drawings and these General Conditions of Contract.

The rate or price payable to the Contractor for any additional work of a new classification shall be determined by agreement between the Contractor and the Superintendent but if the Contractor and the Superintendent fail to agree on the rate or price, the Superintendent may determine such rate or price as he considers reasonable or he may direct that such additional work be carried out by other persons or in a manner as he may think fit.

Variations shall not invalidate the Contract and the Contractor shall have no right to monetary compensation or to claim for damages because of such variation.

Variations shall not be made by the Contractor without a written order by the Superintendent.

41.Payment, Certificates, Practical Completion

Every month the Contractor shall submit to the Superintendent and in a form satisfactory to him a detailed statement showing the contract value of work carried out.

Within twenty one (21) days after the receipt of such statement, or if not received then at such time as the Superintendent thinks fit, he shall determine the value of the work so carried out, and issue a progress certificate.

Payment of moneys due under a progress certificate shall be made by the Principal within fourteen days after the issue of that progress certificate, but as such payment shall not be taken as evidence of acceptance by the Principal of the Works or any part thereof.

When the Superintendent is satisfied that the Works are in accordance with the Contract, he shall issue to the Contractor a Certificate of Practical Completion for the Works, but the issue of such certificate shall not constitute admission of the due performance of the Contract.

Before the issue of the Final Certificate deemed hereunder the Contractor shall furnish to the Superintendent a statement endorsed "Final Statement" of all of the Contractor's claims against the Principal whether under the Contract or otherwise and no claim which is not included in that Final Statement shall thereafter be made against the Principal.

When all Work under the Contract has been satisfactorily executed and the Defects Liability Period has expired and the Contractor has fulfilled all his other obligations under the Contract, the Superintendent shall issue to the Contractor a Final Certificate.

The Superintendent may by any certificate correct any error which has been discovered in any previous certificate other than a Certificate of Practical Completion or the Final Certificate.

Within one month after the Final Certificate has been issued and the Contractor has furnished the Superintendent with a release of all claims against the Principal, the Principal shall pay to the Contractor all amounts then payable and shall return to the Contractor the security held by the Principal.

42. Payment of Workers Wages

The Contractor shall furnish the Superintendent before any payment a statutory declaration that all wages and allowances due and owing to workmen engaged on the Works have been fully paid.

If such wages and allowances of any employee remain unpaid, the Principal may pay the amount owing and deduct an equivalent amount from any moneys which are payable by the Principal to the Contractor under the provisions of the Contract.

43. Default or Bankruptcy of Contractor

If the Contractor defaults in the performance of any part of the Contract, the Principal may suspend payment thereunder and may call upon the Contractor by notice in writing to show cause why the powers hereinafter contained should not be exercised.

If the Contractor fails to show cause which in the opinion of the Principal offers reasonable assurance that the default will be remedied and the Contract satisfactorily completed, the Principal, without prejudice to any other rights that he may have under the Contract, may:

- (a) take over the whole or any part of the work remaining to be done and, for that purpose and in so far as it may be necessary, exclude from the site the Contractor and any other person concerned in the performance of the Works, or
- (b) cancel the Contract and in that case exercise any of the powers of exclusion conferred by sub-paragraph (a) of this paragraph.

On such cancellation of the Contract all or any sums of money which may be in the hands of the Principal in respect of the Contract and are not then payable to the Contractor under or pursuant to any provision of the Contract, and all or any sums lodged or retained as security for the due and proper performance of the Contract and all or any sums named in the Contract as liquidated damages which have accrued due to the Principal may be declared by the Principal to be forfeited and all such sums that are so declared to be forfeited shall be forfeited and shall be retained by or become payable to or vested in the Principal.

If the Principal elects to exercise the power conferred by sub-paragraph (a) of this Clause, he may himself or by other persons as he sees fit complete the Works remaining to be completed.

The Principal may take possession of, and permit other persons to use, any materials and equipment on or about the site which are owned by the Contractor, for the purposes of completing the Works, and the Contractor shall have no right to any compensation other than a right to require the Principal to maintain in good working order such equipment.

If the Contractor, being a person, becomes bankrupt or enters into any Scheme of Arrangement or composition with his creditors or makes an assignment of his estate for the benefit of his creditor, or being a Company is involved in any action which may result in the winding up of the Company, then the Principal may exercise the rights conferred on him by sub-paragraph (a) or (b) of this Clause.

44. Settlement of Disputes

All questions and disputes as to fact in respect of the Contract shall be decided by the Principal whose decision shall be absolute and final.

45. Waiver of Conditions

None of the General Conditions, or Special Conditions (if any) shall be varied or waived without the prior consent in writing of the Principal.

46. Notification of Claims

The Principal shall not be liable upon any claim by the Contractor in respect of any matter arising out of the Contract unless notification of the general nature of the claim is lodged, in writing, with the Superintendent not later than ten (10) ordinary working days after the date of the occurrence of the events or circumstances on which the claim is to be based and the claim with full particulars thereof is lodged in writing with the Superintendent not later than one month, or such longer period as the Superintendent may determine, after that date, but in any case before the issue of the Final Certificate.

ANNEXURE TO GENERAL CONDITIONS OF CONTRACT

The Superintendent
shall be (Clause 2)

Manager Technical Services, Oberon Council.

The nature of the Contract
shall be (Clause 3)

SCHEDULE OF RATES

The address of the Superintendent
for service of documents is (Clause 3)

PO Box 84, Oberon NSW 2787

The amount of Public Liability
Insurance is (Clause 19)

\$20,000,000.00

The whole of the works shall be completed by 30 June 2018. (Clause 35)

Liquidated Damage for the
Works shall be (Clause 35)

**\$5,000 / day For New Work
\$5,000/ week (Or Part there of)For Reseals**

The defects Liability Period
for the Works shall be (Clause 37)

TWELVE (12) MONTHS

The amount of Retention Money is
(Clause 41)

Nil



PART 4

SPECIAL CONDITIONS OF CONTRACT

PART 4

SPECIAL CONDITIONS OF CONTRACT

CONTENTS

QUALITY ASSURANCE

- 4.1 Interpretation**
- 4.2 Examination and Testing of Materials and Work**
- 4.3 Quality Assurance Provisions**
- 4.4 The Quality System**
- 4.5 Quality Assurance Representative**
- 4.6 Access to, and Provision and Retention of, Quality Records**
- 4.7 Principal's Surveillance and Audits**
- 4.8 Principal's Right to use the Works before Inspection and Testing**
- 4.9 Non-conformance and Corrective Action**

QUALITY ASSURANCE

4.1 Interpretation

The definitions appearing in ISO 9001:2008 shall be used in the interpretation of the words and expressions appearing in the quality assurance provisions of the Contract (except where the context otherwise requires) which provisions include this clause and the Quality System Requirements in the Specification.

Additionally the following words and expressions appearing in the quality assurance provisions of the Contract shall have the meanings hereby assigned to them, except where the context otherwise requires:

“HOLD POINT” means a point beyond which a work process shall not proceed without the authorisation of the Superintendent.

4.2 Examination and Testing of Materials and Work

The following amendments to the General Conditions of Contract shall apply:

(a) Clause 37 shall include the following as paragraph 4:

“If any remedial work is of such a character as may affect the efficiency of the Works the Superintendent may, within one month after completion of the remedial work, notify the Contractor that further tests are to be made in accordance with the Contractor’s Inspection and Test Plan(s). The costs of such further tests shall be borne by the Contractor.”

4.3 Quality Assurance Provisions

The quality assurance provisions of the Contract are:

- (a) designed to achieve assurance by the Contractor of the conformance of the work under the Contract to; and
- (b) complementary to, and not in substitution for, any of, the technical requirements of the Specifications and Drawings.

4.4 The Quality System

The Contractor shall plan, establish, implement and maintain a Quality System in accordance with:

- (a) the Quality System Requirements in Annexure 5D to Part 5 of the Specification.
- (b) ISO 9001:2008;
- (c) the provisions of this Clause.

If the Contractor fails to plan, establish, implement and maintain the Quality System in accordance with the provisions of the last preceding paragraph of this sub-clause such failure shall be deemed to be a default of the Contractor for the purpose of the Contract.

The Contractor shall control the work under the Contract for quality in accordance with the Quality System.

4.5 Quality Assurance Representative

The Principal's Quality Assurance Representative shall be the Superintendent and in this respect the provisions of Clause 24 shall apply.

If the Superintendent elects to exercise his power under Clause 24 in respect of the powers, duties, discretions and authorities vested in him under the quality assurance provisions of the Contract, then any person appointed by the Superintendent pursuant to Clause 24 may appoint one or more assistants.

4.6 Access to, and Provision and Retention of, Quality Records

The Contractor shall give the Superintendent access to all quality records. Quality records shall include the results of any audits, test, observation or measurement, including any relevant calculations or analyses or both.

The statement to be submitted by the Contractor every month pursuant to Clause 41 shall be accompanied by a summary of product conformance results for the relevant month up to and including the last day of that month. The summary shall indicate the lots or components or both of the Works which have achieved full conformance with the requirements of the Specification.

Within twenty-eight (28) days after the issue of the Certificate of Practical Completion for the Works, the Contractor shall provide to the Superintendent any commissioning records and operation and maintenance manuals relevant to the Works.

Within twenty-eight days after the end of the last expiring Defects Liability Period, the Contractor shall provide to the Superintendent a register of all conformance records. Following the provision of that register, the Contractor shall provide to the Superintendent copies of any conformance records requested by the Superintendent.

Conformance records shall be retained by the Contractor for a minimum period of five years after the date of issue of the Final Certificate pursuant to Clause 41. Such obligation shall not be extinguished and shall not be deemed to have been carried out by the Contractor until the expiration of that minimum period, notwithstanding any implication to the contrary contained in the provisions of Clause 41.

4.7 Principal's Surveillance and Audits

(a) General

The Superintendent shall, at any time and from time to time before the issue of the Final Certificate pursuant to Clause 41, be entitled to conduct such surveillance and audits as he considers necessary to verify that the Contractor is implementing and maintaining an effective Quality System in accordance with the provisions of the Contract. The Contractor shall provide every assistance to the Superintendent in the conduct of such surveillance and audits.

All testing by the Superintendent associated with audits shall be conducted by a laboratory with NATA accreditation for the test methods specified. The results of such testing shall be recorded on NATA endorsed test reports. The cost of such testing shall be borne by the Principal.

(b) Quality System Audits, Product Quality Audits and Surveillance

Quality System audits by the Superintendent may be conducted on a scheduled basis on all aspects of the Quality System and shall be performed in accordance with recognised quality audit procedures.

The Superintendent shall give the Contractor at least five (5) days notice that a quality system audit is to be conducted.

Surveillance and product quality audits by the Superintendent may be conducted at any time.

If surveillance or a product quality audit indicates a significant non-conformance of a product or service, the Superintendent shall be entitled to conduct a quality system audit at twenty four hours notice to the Contractor.

The Contractor shall make available at the site suitable facilities to accommodate an audit team of four persons. The cost of providing such facilities shall be borne by the Contractor.

(c) Nonconforming Products or Services

If surveillance or an audit by the Superintendent indicates a nonconforming product or service which has not been addressed by a Non-conformance Report, the Superintendent shall issue a 'Nonconforming Product/Service Notification'.

The nonconforming product or service shall be dealt with in the same manner as if it had been identified by the Contractor.

(d) Corrective Action to the Quality System

If surveillance or an audit by the Superintendent indicates that the Quality System does not comply with the provisions of the Contract or that a condition adverse to quality exists, the Superintendent shall issue a 'Corrective Action Request'.

Where required by the Superintendent a HOLD POINT shall apply for the relevant process.

The Contractor shall rectify any non compliance, and shall initiate and implement corrective action to prevent recurrence of the non compliance, within seven (7) days after the Corrective Action Request is given to him.

(e) Opening Up of Work

For the purpose of conducting a product quality audit, the Superintendent may direct the Contractor to open up or pull down any part of the work under the Contract. The Contractor shall comply promptly with the direction and on completion of the product quality audit shall reconstruct and make good the part of the work opened up or pulled down.

If the part of the work opened up or pulled down:

- (a) has been covered up or put out of view:
 - (i) without the Contractor advising the Superintendent that a HOLD POINT in relation to that part had been reached;
 - (ii) in contravention of a provision of the Contract; or
 - (iii) in contravention of a direction given by the Superintendent; or
- (b) is found not to be in accordance with the Contract,

the cost of opening up, pulling down, reconstruction and making good shall be borne by the Contractor. In other cases such cost shall be borne by the Principal.

4.8 Principal's Right to Use the Works before Inspection and Testing

If the Contractor fails to carry out within the time prescribed in the Contract any inspections or tests which are required to be carried out in accordance with the Inspection and Test Plans prior to the issue of a Certificate of Practical Completion, the Principal may carry out the inspections or tests or give the Contractor seven days notice in writing of his intention to use the Works.

Any amounts expended by the Principal in carrying out the inspections or tests shall be a debt due from the Contractor to the Principal which may be deducted by the Principal from any moneys which become payable to the Contractor or which may be otherwise recovered by the Principal.

At the expiration of the period of notice referred to in the first paragraph of this clause, the Principal may use the Works and, provided he uses the Works in a proper and normal manner, the Works shall remain at the Contractor's risk until the expiration of the Defects Liability Period referred to in Clause 37.

4.9 Non-conformance and Corrective Action

If any material or sprayed bituminous surfacing work supplied by the Contractor fails to conform with the requirements of the specifications – whether failure is due to poor workmanship, defective materials or made defective by the method of operation – then such a failure or failures shall constitute a "Non-conformance" under the Contract.

If the non-conformance is not acceptable in accordance with Clause R45.6.2 of Annexure 5G to Part 5, then the nonconforming material or sprayed bituminous surfacing works shall be replaced or corrected.

The cost of rectifying non-conformances, including any works or materials supplied by the Principal that have been made faulty by the non-conformance, shall be borne by the Contractor.



PART 5

TECHNICAL SPECIFICATION

PART 5

TECHNICAL SPECIFICATION

- 5.1 JOB SPECIFIC REQUIREMENTS**
- 5.2 WORKPLACE HEALTH AND SAFETY**
- 5.3 CONTROL OF TRAFFIC**
- 5.4 LONGITUDINAL LINE MARKING**
- 5.5 QUALITY SYSTEM REQUIREMENTS**
- 5.6 ROADWORKS**
- 5.7 DEFECTIVE WORK OR MATERIALS**
- 5.8 REFERENCES**
- 5.9 MEASUREMENT AND PAYMENT**

ANNEXURE 5A: AGGREGATE STOCKPILE SITES

**ANNEXURE 5B: QA SPECIFICATION G21 (November 2011)
WORKPLACE HEALTH & SAFETY (Minor Works)**

**ANNEXURE 5C: QA SPECIFICATION G10 (November 2011) – TRAFFIC
MANAGEMENT
TRAFFIC CONTROL AT WORKSITES MANUAL**

**ANNEXURE 5D: QA SPECIFICATION Q6 (November 2010) – QUALITY
MANAGEMENT SYSTEM**

**ANNEXURE 5E: QA SPECIFICATION R106 (August 2006) – SPRAYED
BITUMINOUS SURFACING (with cutback bitumen)**

**ANNEXURE 5F: QA SPECIFICATION R107 (August 2006) – SPRAYED
BITUMINOUS SURFACING (with Polymer Modified
Binder)**

ANNEXURE 5G: QA SPECIFICATION G35 (June 2011) – ENVIRONMENTAL PROTECTION (MANAGEMENT PLAN)

ANNEXURE 5H: QA SPECIFICATION G1 (May 2011) – WORKS ORDER SPECIFIC REQUIREMENTS - RESEAL

PART 5

5.1 JOB SPECIFIC REQUIREMENTS

PART 5

5.1 JOB SPECIFIC REQUIREMENTS

CONTENTS

5.1.1	DESCRIPTION OF WORK
5.1.2	LOCATION OF WORK
5.1.3	SCOPE OF WORK
5.1.4	STAGING OF WORK
5.1.5	AGGREGATE STOCKPILE SITES
5.1.6	PREVENTION OF NUISANCES
5.1.7	CONTRACTOR'S FACILITIES
5.1.8	RELATION WITH PUBLIC UTILITY AUTHORITIES AND OTHER AGENCIES
5.1.9	PUBLIC SAFETY AND CONVENIENCE
5.1.10	ROLLING OF AGGREGATE
5.1.11	MAXIMUM OUTPUT PER DAY
5.1.12	SUMMARY – CHECKLIST FOR SUCCESSFUL TENDERER

PART 5

5.1 JOB SPECIFIC REQUIREMENTS

5.1.1 DESCRIPTION OF WORK

The Contract is for sprayed bituminous surfacing works in The Oberon Council area described in Part 1.

5.1.2 LOCATION OF WORK

The location and required types of sprayed bituminous surfacing, including nominated aggregate sizes shall be as detailed in Annexure A to this Part.

5.1.3 SCOPE OF WORK

The Contract is for all aspects of sprayed bituminous surfacing works however the schedule of rates arrangement allows for Council to supply and/or precoat and/or spread and/or roll and incorporate some aggregates. The works include:

- a) Assessment of the existing pavement.
- b) Design of bituminous surfacing in accordance with binder type and aggregate size nominated by the Superintendent.
- c) Supply and spray primer, primer binder (including preparation of surface).
- d) Supply and spray binder – Class 240 bitumen (including adhesion agent where required and preparation of surface).
- e) Supply and spray surface binder softening agent.
- f) Supply and spray surface enrichment treatment
- g) Supply, incorporate and spray cutter oil in primer, primer binder or binder.
- h) Supply, incorporate and spray flux oil.
- i) Supply, and precoat aggregate.
- j) Apply and spread aggregate.
- k) Roll and incorporate aggregate.
- l) Supply and lay geotextile.
- m) Recovery of longitudinal line marking & and installation of temporary markers.
- n) Control of traffic and erection of signposting.
- o) Maintain road free of loose stone.

5.1.4 STAGING OF WORK

The work shall be completed within the time stated in the Annexure to Part 3, General Conditions of Contract.

No work shall be undertaken by the Contractor on Sundays or on public holidays without the written approval of the Superintendent.

5.1.5 AGGREGATE STOCKPILE SITES

Aggregate Stockpile Sites which are available for the use of the Contractor and Principal are as detailed in Annexure A to this Part.

If the Contractor is responsible for aggregate supply, then the Contractor shall be responsible for the preparation of the nominated Stockpile Sites and, on completion of the works, restoration of the sites to at least their original condition in all respects.

Council may assist with the preparation of Stockpile area for the Contractor at an agreed cost for this work to be deducted from the Invoice.

5.1.6 PREVENTION OF NUISANCES

The Contractor shall comply with the requirements of the Protection of the Environment Operations Act 1997 and no variation in rates or extension of time will be considered due to the requirements of this act.

No noise or smoke or other nuisance, which in the opinion of the Superintendent is unnecessary or excessive shall be permitted to occur in the performance of the Works under this Contract. Should work outside customary working hours be approved, any plant, machinery or equipment which in the opinion of the Superintendent is causing or is likely to cause a nuisance to the public shall not be used on the works.

5.1.7 CONTRACTOR'S FACILITIES

The Contractor shall supply, equip, service and neatly maintain any and all necessary sheds and facilities for the satisfactory completion of the work and properly constructed toilets and washing facilities for the use of all of his personnel. The location, arrangement and appearance of all such facilities shall be approved by the Superintendent prior to their erection if they are to be established on the road reserve.

5.1.8 RELATION WITH PUBLIC UTILITY AUTHORITIES AND OTHER AGENCIES

The Contractor shall conduct his operations so as to interfere as little as possible with the operations of public utility authorities or their contractors on or near the site of the works. Council reserves the right to permit public authorities and others to work on or near works being carried out under the Contract.

In certain instances the Contractor may be required to provide the various public utility authorities the opportunity to remove, relocate or work on their facilities before the Contractor proceeds with succeeding construction operations. Should the Contractor suffer any delay owing to the moving of any such services, he may apply to the Superintendent of an extension of time in accordance with Clause 35 of the General Conditions of Contract.

The Contractor shall have no right to monetary compensation or to any claim for damages because of any loss owing to such delays, nor shall the Contractor stop the works without the express permission in writing of the Superintendent because of any operation by public utility authorities.

5.1.9 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall carry out the work with the least possible obstruction to traffic. The convenience of the public and of residents adjacent to works and the protection of persons and property shall be provided for by the Contractor in an adequate and satisfactory manner.

Vehicles hauling material over public roads shall be fitted with tight tailgates, shall be loaded with adequate freeboard of not less than 75 mm without precarious cones or piles of material, and shall be covered in an approved manner.

The Contractor shall promptly remove from existing roadways all dirt and other materials that have been deposited thereon by his hauling and other operations.

The Contractor is to take suitable precautions, to the satisfaction of the Superintendent to ensure that under no circumstances could any rock be dislodged onto any adjacent roadway, track or railway track in use. Where the precautions are not considered satisfactory by the Superintendent the work is to immediately cease until the necessary precautions are made.

During the progress of the work and until the road is swept and the risk of flying stones has passed, the Contractor shall be responsible for damages to any public vehicle caused due to flying of loose sealing aggregate on the pavement and shoulders.

In accordance with Clause 15 of the General Conditions of Contract, the Contractor shall at his own cost promptly reinstate all damage caused by his operations.

The Contractor shall employ methods that will keep dust to a minimum. At the direction of the Superintendent, he shall provide for the provision of a water cart for the watering of the works and of roads, streets, and other areas immediately adjacent to the works. The material and methods used for dust control shall be subject to the approval of the Superintendent.

The cost of any and all work described in this clause shall be included in the rates tendered in the Schedule of Rates and no additional payments will be made.

5.1.10 ROLLING OF AGGREGATE

Two (2) or more Dual Axle Pneumatic tyred Multi Tyred Rollers of Mass Greater than Seven (7) tonne without ballast and a minimum tyre pressure of 550 kPa are to be used in accordance with QA Specification R 106. Combination Rollers can be used to substitute Multi Tyred Rollers. Initial Rolling is to occur within Five (5) minutes of the application of the Binder.

Areas of uneven distribution of the Aggregate are to be rectified with the addition of extra Aggregate or spreading Aggregate manually with a stiff broom. Evidence of bare areas after completion of work may be considered as a Non-Conformance.

Total required Rolling is the completion of the required Eight (8) passes at every point within the first hour. Any Variance to this will be considered as a Non-Conformance.

5.1.11 MAXIMUM OUTPUT PER DAY

To maximise the time available for Spraying Bitumen / Incorporating & Rolling the Aggregate into the pavement, sweeping etc. the maximum output per day of Bitumen shall be limited to 40,000 litres / day (cold) for Reseals & Seals.

Similarly the time for Spraying of Bitumen shall be limited to between 8:00am and 5.00pm on normal working days. Sweeping, rolling of aggregate, line marking, etc may be undertaken outside of these hours.

5.1.12 SUMMARY – CHECKLIST FOR SUCCESSFUL TENDERER

- (1) Receive official letter of acceptance from Superintendent.
- (2) Complete Contract Form.
- (3) Prepare Security Deposit – 5% of tender price.
- (4) Obtain Public Liability Insurance Policy.
- (5) Obtain Workers' Compensation Policy.
- (6) Obtain Insurance of Works Policy.
- (7) Initial each page of the specification and tender form.
- (8) Return items (2) – (7) to the Superintendent.

PART 5

5.2 WORKPLACE HEALTH AND SAFETY

PART 5

5.2 WORKPLACE HEALTH AND SAFETY

CONTENTS

5.2.1 GENERAL

5.2.2 ADDITIONAL REQUIREMENTS

5.2.3 PROOF OF COMPETENCY OF PERSONNEL

5.2.3.1 Plant Operators

5.2.3.2 Traffic Controllers

PART 5

5.2 WORKPLACE HEALTH AND SAFETY

5.2.1 GENERAL

The Contractor is to comply with the Workplace Health and Safety Act, 2011 and Regulations.

5.2.2 ADDITIONAL REQUIREMENTS

Contractors carrying out bitumen sealing works shall comply with the Australian Institute of Petroleum's Code of Practice for the Safe Handling of Bitumen Products.

5.2.3 PROOF OF COMPETENCY OF PERSONNEL

5.2.3.1 Plant Operators

The Contractor is to provide the Superintendent with Plant Operator Certificates of Competency prior to work commencing.

The Certificate certifies that the operator of any plant item used in the execution of the Contract has been instructed in and is capable of the safe operation of the plant item.

5.2.3.2 Traffic Controllers

Prior to work commencing, the Contractor is to supply the Superintendent with proof that traffic controllers have attended an approved training course in the duties and responsibilities of controlling traffic, and/or hold an RMS Traffic Controller's Certificate. (Clause 5.3.3 also refers).

PART 5

5.3 CONTROL OF TRAFFIC

PART 5

5.3 CONTROL OF TRAFFIC

CONTENTS

5.3.1	General
5.3.2	Control of Traffic
5.3.3	Traffic Controllers
5.3.4	Vehicles used in the Works
5.3.5	Protection of Work

PART 5

5.3 CONTROL OF TRAFFIC

5.3.1 General

The work to be executed under this part of the Specification consists of all work necessary to provide for the safe movement of traffic and the protection of persons and property through and/or around the work site.

A separate rate has been included for this work. The cost of traffic control, the supply, erection and maintenance of signposting, the supply and training of traffic controllers and protection of work shall be included in the pay rate for Item 12.

5.3.2 Control of Traffic

Traffic control shall be in accordance with RMS Specification G10 – Control of Traffic, a copy of which forms Annexure 5C to this Part, and with AS1742.3 – 2009 and the Traffic Control At Work Sites Manual, which together are to be considered as the minimum requirements for traffic control.

The Contractor shall provide a Traffic Control Plan & After Care Plan to the Superintendent at least five (5) working days prior to any proposed work.

The Traffic Control plan shall provide that, at each end of each work site, the Contractor shall supply, erect and maintain temporary reflectorised warning and Road work Speed Zone signposting required during sealing operations and until all risk of flying stones has passed.

The Contractor shall also supply, erect and maintain “Windscreen Damage” – pictorial (T3-9) signs, Slippery Pictorial (T3-3) signs and 60 km/hr (R4-1-60) signs at every Patch location & at intervals not greater than 1 kilometre for New Work & Reseals, and also at crests of hills and bends through each work site for traffic in both directions until the Road has been swept.

Council shall supply, erect and maintain other additional signs such as “ New Work No Lines Marked ” until the work is Line marked.

While undertaking the work, the work area shall be closed to traffic. At all other times, at least one (1) travel lane shall be made available for one way traffic flow using traffic controllers.

Delays to traffic shall be minimised and limited to a maximum of 5 minutes.

5.3.3 Traffic Controllers

The Contractor shall supply traffic controllers in accordance with RMS Specification G10 – Control of Traffic. Traffic Controllers shall have attended an approved training course in the duties and responsibilities of controlling traffic and preferably hold an RMS Traffic Controllers Certificate.

5.3.4 Vehicles used in the Works

Any vehicles used in connection with the work and which may form a hazard on the road, shall be fitted with clearly displayed rotating flashing amber warning lamps or suitable alternative on the roof of the cabin, or if this is not practicable, in some other suitable position ensuring that in both cases the lamps are to be in clear view to all traffic at all times of operation.

5.3.5 Protection of Work

Arrangements shall be made for the protection of the work until such time as the material is capable of resisting damage by traffic. The Contractor shall replace at his own cost all material laid and subsequently damaged by the action of traffic or other road users before it has cured sufficiently to hold traffic.

PART 5

5.4 LONGITUDINAL LINE MARKING

PART 5

5.4 LONGITUDINAL LINE MARKING

CONTENTS

- 5.4.1 General**
- 5.4.2 Removal Of Existing Permanent Raised Pavement Markers (PRPM)**
- 5.4.3 Protection Of Existing Permanent Raised Pavement Markers (PRPM)**
- 5.4.4 Recovery Of Longitudinal Line Marking**

PART 5

5.4 LONGITUDINAL LINE MARKING

5.4.1 General

The Contractor shall be responsible for recovering and reinstating the longitudinal line marking alignment on Reseals, unless otherwise directed by the Superintendent.

Council will spot sealing width for New Work & for Centre Lines on other New Work.

5.4.2 Removal of Existing Permanent Raised Pavement Markers (PRPM)

Where a 14mm or larger aggregate size is specified, the Contractor shall remove all PRPM's immediately prior to preparing the surface for spray sealing. PRPM's shall be removed with minimal damage to the existing pavement. Where damage occurs, the Contractor shall restore the surface in an approved manner prior to sealing.

The Contractor shall dispose of the removed PRPM's away from the jobsite in a manner and location approved by the Superintendent.

5.4.3 Protection of Existing Permanent Raised Pavement Markers (PRPM)

Where a 10mm or smaller aggregate size is specified, the Contractor shall protect the reflective face(s) of the PRPM's in a manner suitable to the Superintendent prior to the application of binder to the pavement. The reflective face(s) shall be cleaned immediately after the application, rolling and incorporation of aggregate.

5.4.4 Recovery of Longitudinal Line Marking

The Contractor shall record the location and configuration of existing longitudinal line marking prior to preparing the surface for spray sealing. At the end of each days work following Resealing operations, the Contractor shall reinstate the line marking alignment.

Approved Temporary Raised Pavement Markers (TRPM) shall be use to delineate centrelines, lane lines and edge lines. TRPM's shall be installed with protective covers intact on the prepared pavement immediately prior to Resealing.

Lines for dividing two way traffic shall be simulated with bi-directional amber reflective TRPM's on each line at a maximum spacing of 12 metres. Lane lines shall be simulated with mono-directional white reflective TRPM's at a maximum spacing of 12 metres. The reflective side shall face the flow of traffic. The protective covers shall be removed after initial sweeping and prior to completion of each days work.

Edgelines shall be delineated after sweeping with white painted longitudinal stripes, each 40mm wide and 120mm long at a maximum spacing of 12 metres.

PART 5

5.5 QUALITY SYSTEM REQUIREMENTS

PART 5

5.5 QUALITY SYSTEM REQUIREMENTS

The Quality System Requirements for this Contract are contained in RMS Specification Q6 – Quality System Requirements – attached as Annexure 5D to this Part.

PART 5

5.6 ROADWORKS

PART 5

5.6 ROADWORKS

CONTENTS

5.6.1 SPRAYED BITUMINOUS SURFACING

5.6.1.1 General

5.6.1.2 Assessment of Existing Pavement

PART 5

5.6 ROADWORKS

5.6.1 SPRAYED BITUMINOUS SURFACING

5.6.1.1 General

The work under this part of the Contract shall conform to the requirements of the current edition of the RMS Sprayed Sealing Guide and RMS Specification R106 – Sprayed Bituminous Surfacing attached as Annexure 5E to this Part, and RMS Specifications R107 – Sprayed Bituminous Surfacing (with Polymer Modified Binder), attached as Annexure 5F to this Part.

5.6.1.2 Assessment of Existing Pavement

The Contractor shall assess the existing pavement condition in order to carry out appropriate pre-treatment of the existing pavement.

The Contractor shall assess the texture of the existing surface and design the proposed bituminous surfacing, in accordance with the RMS Sprayed Sealing Guide.

Where the RMS Sprayed Sealing Guide recommends against a particular aggregate size or recommends alternative treatments (particularly where existing seal conditions are assessed as “hungry” or “very hungry”), the designs are to be referred to the Superintendent for advice.

The Contractor shall nominate all seal designs and seal design referrals, as above, to the Superintendent at least four (4) weeks before commencing work under the Contract.

PART 5

5.7 DEFECTIVE WORK OR MATERIALS

PART 5

5.7 DEFECTIVE WORK OR MATERIALS

The Contractor shall make good at his own expense any work, which, in the opinion of the Superintendent, is not in accordance with this Specification, whether caused by bad workmanship, by defective materials supplied by the Contractor, or by materials made defective by his operations. If the defective work is such that, in the opinion of the Superintendent, it cannot be made to comply with the Specification, the sections concerned may be rejected, in which case no payment will be made. Alternatively, the Superintendent may accept the defective work at a reduced price, subject to the Contractor remedying the defects to the maximum extent practicable.

PART 5

5.8 REFERENCES

5.8 REFERENCES

Standards are referred to in abbreviated form (eg. AS 1234). For conveniences, the full titles are given below:

Australian Standards

AS 1742.3 (2009) Traffic Control Devices for Works on Roads
ISO 9001:2008 Quality Management Systems - Requirements

RMS Specifications

RMS Sprayed Sealing Guide

RMS Specification R106 (August 2006) – Sprayed Bituminous Surfacing (with Cutback Bitumen)

RMS Specification R107 (September 2010) – Sprayed Bituminous Surfacing (with Polymer Modified Binder)

RMS Specification 3253 (February 2008) – Bitumen for Pavements

RMS Specifications 3261 (April 2009) – Cutback Bitumen

RMS Specification 3258 (October 2001) – Aggregate Precoating Agent

RMS Specification 3259 (October 2001) – Bitumen Adhesion Agent (Bitumen Classes 170 and 320).

RMS Specification 3252 (July 2009) – Polymer Modified Binder

RMS Specification 3151 (May 2009) – Cover Aggregate for Sprayed Bituminous Surfacing

RMS Specification G10 (November 2011) – Traffic Management

RMS Specification Q6 (November 2010) – Quality Management System

RMS Specification G21 (November 2011) – Workplace Health & Safety (Minor Works)

RMS Specification G35 (June 2011) – Environmental Protection (Management Plan)

RMS Traffic Control At Worksite Manual

PART 5

5.9 MEASUREMENT AND PAYMENT

CONTENTS

5.9.1	GENERAL
5.9.2	STATEMENTS
5.9.3	MEASUREMENT
	Pay Item 1
	Pay Item 2
	Pay Item 3
	Pay Item 4
	Pay Item 5
	Pay Item 6
	Pay Item 7
	Pay Item 8
	Pay Item 9
	Pay Item 10
	Pay Item 11
5.9.4	PAYMENT

PART 5

5.9 MEASUREMENT AND PAYMENT

5.9.1 GENERAL

Payment shall be made for all activities associated with completing the work detailed in this specification in accordance with Pay Items 1-15 inclusive.

A lump sum price for any of these items will not be accepted.

If any items for which a quantity of work is listed in the Schedule of Rates has not been priced by the Contractor, it shall be understood that due allowance has been made in the price of other items for the cost of the activity which has not been priced.

The quantities shown in the Schedule of Rates are based on estimated application rates and are not to be taken as actual or correct quantities of work to be carried out.

5.9.2 STATEMENTS

The statements to be submitted by the Contractor every month are to show the contract value of the work carried out in the performance of the Contract and incorporated in the Works up to and including the last day of the relevant calendar month.

All statements submitted by the Contractor shall include a Statutory Declaration that all wages and allowances due and owing to employees have been fully paid (see Clause 42, General Conditions of Contract).

5.9.3 MEASUREMENT

A Separate rate has not been included for Quality System requirements. All activities associated with the planning, establishment, implementation and maintenance of the Quality System, including the costs of all investigation, testing, rectification and recording as detailed in Specification Q6, Quality Management System, Annexure 5D, shall be included in the pay rates for sprayed bituminous surfacings.

Pay Item 1 - Establishment

The unit of measurement shall be for each visit of the Contractor to the Oberon Council area.

Note however that if a number of bitumen sealing projects are ready and notified to the Contractor, only one establishment fee will be payable if the Contractor elects to carry out the works over two or more visits.

(A tenderer may choose to nominate a 'nil' establishment fee, and to incorporate these costs into the other rates).

Pay Item 2 – Sweeping of Surface Prior to Spraying

The unit of measurement shall be the square metre of completed sprayed bituminous surfacing work.

The quantity (in square metres) shall be determined by the area of road surface covered by completed sprayed bituminous works.

Pay Item 3 – Supply and Spray Binder – Class 240 Bitumen

The unit of measurement shall be the litre of Class 240 bitumen at 15°C.

The quantities (in litres) shall be determined by multiplying the target application rate of Class 240 bitumen at 15°C (in litres per square metre) by the area of road surface sprayed for each sprayer run (in square metres). The tack coats for geotextile seals are included in this pay item.

A separate unit rate is to be given for each quantity of binder sprayed during each day's work, as follows:

Pay Item	3.1	<20,000 litres/day
	3.2	> 20,000 litres/day

Pay Item 4 – Supply and Spray Binder – Class 240 Bitumen Incorporating 3% Crumbed Rubber

The unit of measurement shall be the litre of Class 240 Bitumen at 15°C.

This unit rate shall represent an additional charge over and above the basic bitumen rates in Pay Item 3.

Pay Item 5 – Supply and Spray Polymer Modified Bitumen

The unit of measurement shall be the litre of Class 170 Bitumen at 15°C.

This unit rate shall represent an additional charge over and above the basic bitumen rates in Pay Item 3.

Pay Item 6 – Supply, Incorporate and Spray Cutter Oil in Primer, Primer binder or Binder

The unit of measurement shall be the cold litre.

The quantity (in cold litres) shall be determined from the actual percentage of cutter oil to be added in the field to produce the primer, primer binder or binder for each sprayer run and applied to the road.

Pay Item 7 – Supply, Incorporate and Spray Adhesion Agent in Primer, Primer binder, or Binder

The unit of measurement shall be the cold litre.

The quantity (in cold litres) shall be determined from the actual percentage of adhesion agent to be added to produce the Primer, primer binder or binder for each sprayer run and applied to the road.

Pay Item 8 – Supply, Pre-coat, Apply and Spread Aggregate

The unit of measurement shall be the cubic metre.

The quantity (in cubic metres) shall be determined by multiplying the target application rate (in cubic metres per square metre) by the area of road surface covered by each sprayer run (in square metres). The rate shall include haulage from suppliers to the designated stockpile sites, and from the designated stockpile sites to each work site of up to and including a distance of three (3) kilometres for each haulage trip.

A separate unit rate shall be given for each nominal size of aggregate supplied as specified:

Pay Item	11.1	7mm Aggregate
	11.2	10mm Aggregate
	11.3	14mm Aggregate
	11.4	20mm Aggregate

Pay Item 9 – Roll and Incorporate Aggregate

The unit of measurement shall be the rolled square metre of aggregate.

The quantity in square metres shall be determined by the area of road surface covered by each application of aggregate.

Pay Item 10 – Sweeping of Surface after Rolling Aggregate

The unit of measurement shall be the square metre of completed and swept sprayed bituminous surfacing work.

The quantity (in square metres) shall be determined by the area of road surface covered by completed sprayed bituminous works, which has been swept after rolling of the aggregate.

Pay Item 11 – Provision of Traffic Control

The unit of measurement shall be the square metre of completed sprayed bituminous surfacing work.

The quantity (in square metres) shall be determined by the area of road surface covered by completed sprayed bituminous works.

5.9.4 PAYMENT

A Tax Invoice must be submitted.



ANNEXURE 5A TO PART 5

AGGREGATE STOCKPILE SITES



ANNEXURE 5B TO PART 5

RMS SPECIFICATION G21

WORKPLACE HEALTH AND SAFETY

(MINOR WORKS)



ANNEXURE 5C TO PART 5

RMS SPECIFICATION G10

TRAFFIC MANAGEMENT

TRAFFIC CONTROL AT WORKSITES MANUAL



ANNEXURE 5D TO PART 5

RMS SPECIFICATION Q6

QUALITY MANAGEMENT SYSTEM



ANNEXURE 5E TO PART 5

RMS SPECIFICATION R106

SPRAYED BITUMINOUS SURFACING

(WITH CUTBACK BITUMEN)



ANNEXURE 5F TO PART 5

RMS SPECIFICATION R107

SPRAYED BITUMINOUS SURFACING

(WITH POLYMER MODIFIED BINDER)



ANNEXURE 5G TO PART 5

RMS SPECIFICATION G35

ENVIRONMENTAL PROTECTION

(MANAGEMENT PLAN)



ANNEXURE 5H TO PART 5

RMS SPECIFICATION G1

WORKS ORDER SPECIFIC REQUIREMENTS – RESEAL

AND PAVEMENT WORK TIPS NO. 24



PART 6

MATERIALS

As far as possible all works under this contract must be carried out in accordance with the following specifications (attached).

RMS Specification No. 3253: Bitumen for Pavements (February 2009)

RMS Specification No. 3261: Cutback Bitumen (April 2009)

RMS Specification No. 3258: Aggregate Precoating Agent (for Bitumen) (October 2001)

RMS Specification No. 3259: Bitumen Adhesion Agent (for Bitumen) (October 2001)

RMS Specification No. 3151: Cover Aggregate for Sprayed Bituminous Surfacing (May 2009)

RMS specification No. 3252: Polymer Modified Binder (July 2009)