



TECHNICAL SPECIFICATION

Tey's Road Culvert Upgrade 2024-2025

CONTRACT NO.: T2425.32

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TECHNICAL SPECIFICATION

1. INTRODUCTION

Due to need for unrestricted access to the Teys facility, Banana Shire Council has undertaken a design to increase the flood immunity of the creek crossing on Teys Road.

Council is looking for a contractor to undertake the replacement of the existing culvert crossing of Teys Road as per the Design, Specifications and Pricing Schedule supplied in Appendices of this document.

All work undertaken are to meet the requirements of the Capricorn Municipal Development Guidelines (CMDG).

2. AVAILABLE INFORMATION

The following information is available to help with your understanding of existing and intended scope of this project:

- Locality Map (Appendix A);
- IFC Drawings (Appendix B);
- Safety in Design Report (Appendix C);
- Desktop Cultural Heritage and Native Title Assessment (Appendix D);and
- Pricing Schedule (Appendix E).

The Contractor shall familiarise themselves as to the nature of the Site of the Works and of all matters and things relating to the Works, including but not limited to the nature of ground, slope stability, services and amenities, in ground services, condition of the sites, access to the sites and likely weather conditions.

3. SCOPE OF WORKS

The Works Under the Contract (WUC) are located within the boundaries of Banana Shire Council along Teys Road near Biloela as shown in the Locality Map Appendix A.

The scope of this project is for the construction works as per the following:

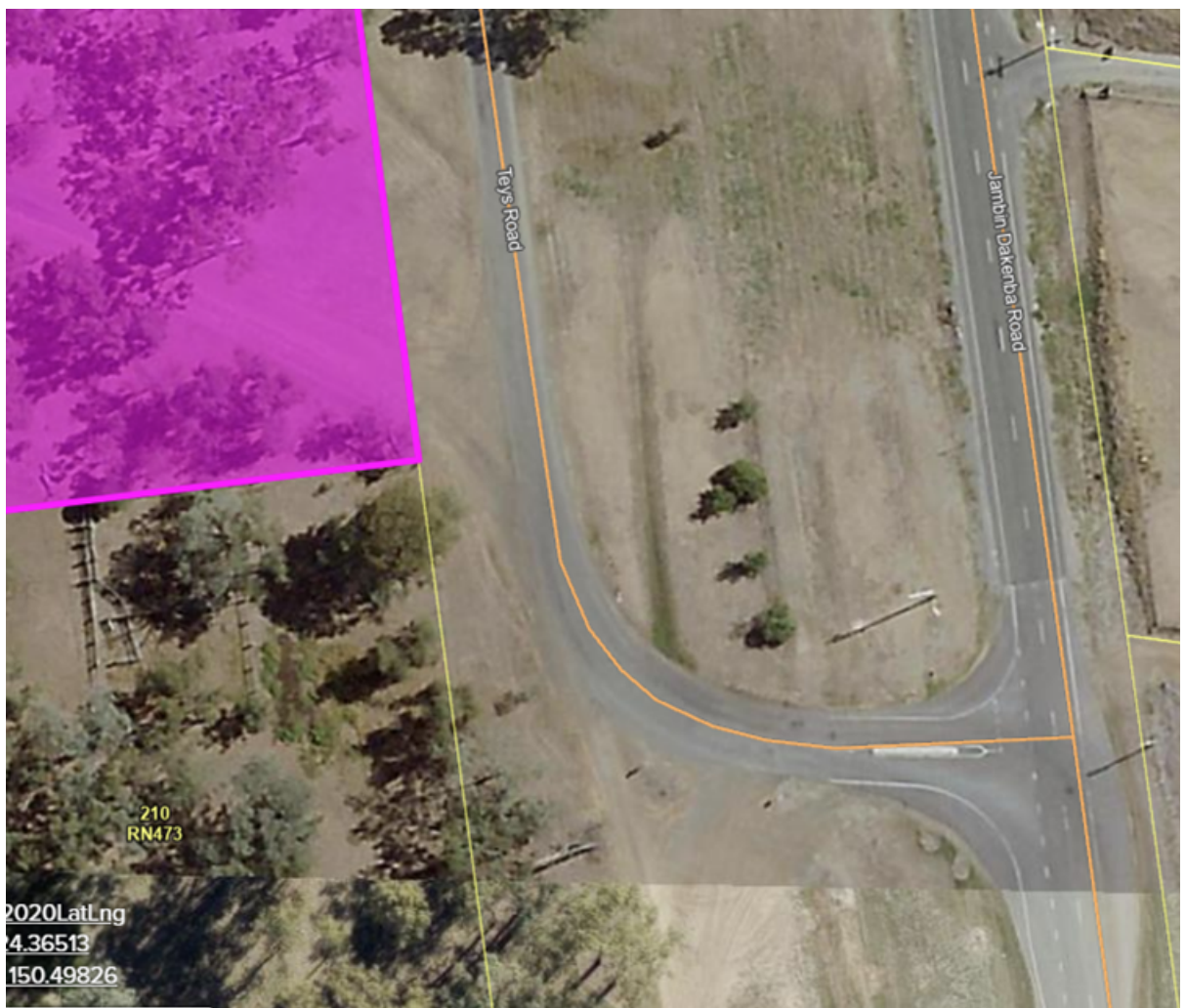
- Replacement/upgrade of the existing culverts for the creek crossing. The work is generally summarised below. Please refer to IFC drawings for specific details.
 - Removal and disposal of existing culverts and end structures
 - Transport and installation of Council supplied culverts (currently located in the Callide Street Old Rail Land in Biloela)
 - Installation cast-in-situ culvert bases, aprons and end structures
 - Supply and installation of rock protection on culvert outlets
 - Reconstruction of approaches
 - Double/Double Seal (nominal design of 1st Coat 14mm, 2nd Coat 10mm, Binder AMC 7 & S45R) – contractor provide seal design based on constructed conditions.

More information regarding the scope of each of the projects is listed in the Appendices of this document.

The scope of the project may be increased or decreased due to budget requirements at any time. Council reserves the right to award any, all or none of the scheduled items in any combination.

The scope of works includes but is not limited to:

- The following changes to the IFC drawings are noted. These are shown as markups in the drawing.
 - The Council supplied box culverts of 2100x1200 are to be used in place of the designed listed 2400x1200 culverts, extra embankment will be required to be undertaken to ensure design heights are maintained.
- The Desktop Cultural Heritage and Native Title Assessment report (Appendix D) notes that there is not expected to be any cultural heritage aspects to the site. However, it is the responsibility of the contractor to ensure all cultural heritage legislative requirements are met on site and, at no cost to Council, coordinate any contact/site visits with the traditional owners of the land, if required.
- A side track for the project allowing access to the Teys facility from Jambin Dakenba Road will be constructed by Council before the commencement of works. Works are to be undertaken under a full road closure.
- The area to the west of the culvert (Lot 36RN1038) has been identified as being on the Environmental Management Register. Efforts should be made to minimise disturbance in this area with any excavated soil within this lot to be spread/distributed onsite with no offsite disposal.



- Establishment and disestablishment including cleaning up and making good, except to the extent that establishment and disestablishment are the subject of a separate specific work item in the Schedule of Rates
- Provision of all site facilities, except to the extent that the provision of any site facilities is the subject of a separate specific work item in the Schedule of Rates
- Provision of all labour, plant and equipment
- Provision of all supervisory and support staff
- Development, submission to Council for approval and Implementation of the following:
 - Construction Program (in a Critical Path Network format)
 - Quality Management Plan
 - Environmental Management Plan
 - Erosion and Sediment Control Plan
 - Workplace Health and Safety Plan
 - Traffic Management Plan (including signage for the use of the Council supplied side track and closure of Teys Road)
- All costs associated with the operation of the Contractor's Workplace Health and Safety obligations, Quality System, Environmental Management obligations, Traffic Management obligations, Community Liaison obligations, Public Utility Plant obligations, works programming, road maintenance obligations and all other supervisory and coordination functions, except to the extent that such obligations and functions are the subject of separate specific work items in the Schedule of Rates.
- The identification and creation of suitable stockpile/park-up locations for the site with approval for each site to be obtained from Council before commencing use. The contractor will be responsible (at no cost to Council) for obtaining any approvals required for the use of these locations, the implementation of any conditions of use listed on these approvals and the tidying/re-establishment of the sites to pre-use or better condition.
- Transport and safe storage of the Council supplied 2100x1200 box culverts.
- Purchase and delivery of gravel (all gravel is to be manufactured and compliant with relevant Department of Transport and Main Roads standard)
- Supply, delivery and installation of Geosynthetics as per the requirements of the design for each site
- Purchase and delivery of concrete – (Concrete is to meet the standards required of the design and the relevant CMDG standard).

- Any setout survey required for construction using the Council supplied electronic design files
- Survey of works completed (eg. Before and after surveys to show excavation and embankment quantities and to confirm levels of each gravel layer)
- Supply of As Constructed survey of the site
- Tidy up of site.
- Obtain all necessary approvals for water extraction (if required). The approval requires completion of paperwork for water extraction records.
- Maintenance of haul roads, including the use of unsealed roads for the Project, used during construction to maintain a safe road condition and minimise dust. The maintenance may include water carts, grading and rolling to ensure the road is in no worse condition following completion of works than before commencement.
- All costs associated with compliance testing requirements as per the requirements of CMDG and/or DTMR and the Appendices of this document.
- Regular communication with the Council and its Superintendent throughout the Project
- All costs incurred by the Contractor in complying with Commonwealth and State legislation and Local Government By-laws
- All costs associated with the work with respect to security, interest, fees, charges, taxes, royalties, insurance and compensation.
- Cooperation and coordination, using “best for project” mindset.
- Provision of a weekly progress report, to be sent to the Superintendent every Friday. The information shall include progress from the previous weeks' works (including photographs), planned works for the next week, any issues affecting the contract delivery, adjusted monthly expenditure, safety statistics, audits (e.g., safety/environmental).
- Provision of Inspection Testing Plans (ITPs)/Lot Sheets for all the completed works.
- Provision of the Handover Data at Practical Completion - which includes as-constructed drawings, test results, photos, the register for the completed works etc.
- All overheads and profit, and
- All other expenses associated with the work not specifically listed above.

Tenderers are to note that Council, may at its sole and unfettered discretion, amend/modify the scope of works at any time during the contract.

If the scope of works is amended/modified, the Contractor is not entitled to any compensation.

4. Nature of Tender

This tender is to be considered a Lump Sum Contract under AS4000 – 1997. The submitted price shall be based on a Pricing Schedule (included in Appendix D of this document) and payment shall be made on the basis of:

- a unit rate for those Works Items which have a stated unit of measurement and a stated quantity; or
- a lump sum for those Works Items which do not have a stated unit of measurement and a stated quantity.

Unless stated otherwise in this Document, the Tender shall be for the whole of the Works specified in the Tender Documents and Notices to Contractor (if any) with all rates submitted fixed for the life of the contract.

5. LAPSING OF OFFER

Offers submitted under this tender shall remain valid for a period of three (3) months after the closing time and date and may be accepted by Council at any time before the expiry of that period unless otherwise notified, in writing, by Council.

6. TERM OF CONTRACT

The initial term of this Contract shall begin on the issuing of the Letter of Acceptance by Council.

All works related to this contract are to be completed **no later than 27th June 2025**.

If the Contractor's business is sold or transferred to another entity the submission cannot be transferred and will be null and void.

7. APPOINTMENT OF THE PRINCIPAL CONTRACTOR

Upon the Date of the Letter of Acceptance of Tender:

- Council is deemed to have appointed the Contractor to be the Principal Contractor and the Contractor is deemed to have accepted the appointment.
- The Contractor, in respect of the work to be executed under the Contract, becomes responsible for the performance of the Principal Contractor's functions under the Act and under the Regulations and compliance standards in force under the Act.
- The Contractor's appointment as Principal Contractor must continue until the Contractor completes all of the work under the Contract unless sooner revoked by Council giving twenty one (21) days' notice in writing to the Contractor of its revocation or by Council taking over or terminating the Contract pursuant to any provision of the Contract or according to law.

8. WORKING HOURS

Allowable working hours for the contract shall be restricted to 6am to 6pm Monday to Friday and 7am to 4pm Saturday (excluding Public Holidays and the Christmas period 22 December 2025 to 10 January 2025). Works outside of these hours cannot be undertaken without approved from the Principal.

9. POSSESSION OF SITE

Possession of site is to be granted within 10 business days of acceptance of tender. Prior to being given possession of site by Council the Contractor must:

- a) Provide proof of all required insurances
- b) Submit and have approved by Council all Project Management Plans and the project schedule.

10. DEFECTS LIABILITY PERIOD

A Defects Liability Period of **twelve (12) months** will apply for all works completed under this contract.

11. BONDS/RETENTIONS

The following bond and retention requirements will be enforced as part of this project:

- **Bond** – a bond to the amount of 10% of the total project cost, in the form of a minimum 2 non-expiring bank guarantees (5% each), is to be submitted to Council ten (10) days before the issuing of Possession of Site. One guarantee will be returned on the issuing of practical completion (after the completion of a Project Completion inspection and the submission of all project documentation) with the remaining guarantee to be held by Council until the successful end of the Defects Liability Period

OR

- **Retention** – Alternatively a retention amount of 10% can be removed from each claim until the maximum 5% of each project is reached. This money will be held by Council for the Defect Liability Period and the Contractor can claim for each project on the successful completion of the Defects Liability Period for each.

12. PRICING

All prices are to be quoted as GST excl. and cover all costs associated with the performance of the service. **Prices are to be fixed and guaranteed for the duration of the contract.**

13. LODGEMENT OF CLAIMS

Progress Claims are to be submitted by the Contractor each month. A further two (2) progress claims can be made during the project at the following times if required:

- Once upon the issue of the certificate of Practical Completion; and
- Once upon the issue of Final Certification

Progress claims are to be made via the following process:

- A spreadsheet listing the quantity of works completed for the month along with the associated quality records (including supporting documentation for the quantities listed) is to be submitted to Council no later than the 21st of each month
- Council will then assess this information

- Council will forward a request for an invoice to be submitted for the approved claim amount by the Contractor
- Payment of the invoice will be made through Council's payment procedures on receipt of the invoice

All progress claim amounts/quantities (including any variations) are subject to approval by Council before payment is agreed.

Banana Shire Council will not have any obligation to pay the respondent for Goods until the Authorised Officer has been given a correctly rendered invoice.

A correctly rendered invoice must:

- Specify details of order in sufficient detail to enable Authorised Officer to assess; and
- Specify BSC Order number and Tender number; and
- Specify the respondent's Invoice number and Invoice date; and
- Specify the Contract Price payable by BSC and particulars of any GST payable in respect of the Contract Price; and
- Otherwise comply with the requirements of a Tax Invoice for the purposes of the GST Act.

14. PROJECT VARIATIONS

Council may, by written notice given to the Contractor, require the Contractor to vary the Works in nature, scope (extent and quantity) or timing.

The Contractor may be directed to:

- Increase, decrease or omit any part of the Works and / or
- Perform additional work.

Where the contractor is given a direction to vary the work under the contract which is not expressly identified in writing as a variation, the contractor must promptly, and where practicable before complying with the direction, give the Council Representative a written notice which identifies the direction and states that the contractor considers that the direction involves a variation. The approved variation number should be noted on the Invoice and be itemised.

All project variations must be approved by Council before a claim can be made. The Contractor is to include a breakdown of the proposed cost of any variation (based on the day labour rates submitted as part of this tender) as part of any variation submission.

15. ACCURACY OF SUPPLIED INFORMATION

For a Work Item, listed in the Pricing Schedule Appendix E, as Provisional quantity and/or Provisional Item, no limits of accuracy are specified.

For all other Work Items, the limits of accuracy shall be plus 10% or minus 10% unless otherwise approved by Council.

16. LOCAL INDUSTRY PARTICIPATION REPORTING

The contractor must provide a report to accompany each payment claim, which must describe the local industry participation achieved since the previous payment claims, and the cumulative totals to date. The minimum information to be included must be:

- Name of the Local Suppliers / Contractors;
- Contact details for Suppliers/ Contractors (Name and telephonic contact will suffice);
- Nature of work completed by specific supplier/contractor;
- Value of Work Completed / Services Provided; and
- Estimated Labour hours completed (where applicable).

17. DIMENSIONS AND LEVELS

The Contractor must not rely on dimensions and levels provided by the Principal and must obtain or check all measurements before commencing the Works. The Contractor shall verify details of existing work before modifying it. Any discrepancies must be reported to the Superintendent immediately.

Specific (spot) levels shown on drawings take precedence over contour lines and ground profile lines.

18. SURVEY

Standard AHD and Geocentric Datum of Australia (GDA94) is the basis of all levels and coordinates associated with the Works unless stated otherwise.

The contractor is responsible for setting out of the Works from the design or project scopes and a qualified Surveyor is to be engaged to undertake the set out (if applicable).

A qualified surveyor is also required to confirm design conformance at each level of construction.

19. MATERIAL, PLANT & EQUIPMENT AND LABOUR

All materials used in the works under contract (WUC) are to be the best of their respective kinds and in accordance with the current specifications of the Standards Association of Australia for those particular materials where such specifications are applicable and do not otherwise conflict with an express requirement of this Contract. If there is no relevant Australian Standard, the British Standard Specification if any, will apply.

The Superintendent may require samples of any or all materials to be submitted for its approval before their use. Whether the Superintendent has called for samples or not, all materials used in the WUC are subject to the Superintendent's written approval: -

- a) the Contractor may request the Superintendent to direct that alternative materials or equipment be substituted; and
- b) the Superintendent may, if the Superintendent is of the opinion that the characteristics of type, quality, appearance, finish, method of construction and/or performance are not

less than is required by the Contract, direct a variation for the convenience of the Contractor allowing the substitution.

The Contractor shall provide all materials, plant, personnel and other items of work necessary for the proper completion of WUC or the compliance by the Contractor with any of its other obligations under the Contract, (including items which are not expressly mentioned in the Contract but which are obviously and indispensably necessary for the proper completion of such work or the compliance of the Contractor with its other obligations under the Contract);

All plant and equipment shall be appropriately licenced/registered and worthy for use in accordance with current legislative requirements and manufacturer's specifications.

All work shall be carried out by suitably qualified persons having experience in the particular types of work to be executed.

20. CONSTRUCTION SPECIFICATIONS

Where there is no specific reference made to a works specification the Capricorn Municipal Development Guidelines (CMDG) Standard Specifications apply. Copies of CMDG Specifications are not included in this document.

Should an item not be covered within the CMDG, Department of Transport and Main Roads standards and specifications will apply. These standards/specifications are not included in this document.

21. TRAVEL TO AND FROM SITE

The Contractor is responsible for any costs related to daily travel to and from the site including vehicle, plant, fuel, maintenance, accommodation and any other costs.

22. MOBILISATION AND DEMOBILISATION

The Contractor shall include the following during the site establishment: -

- Sanitary facilities, shelters, storage facilities which are required for the Contractor's establishment on the Site and execution of the work under the Contract;
- Provision of all services for construction purposes as required;
- Maintenance and security of site facilities; and
- Mobilisation and demobilisation of all site facilities.

The Contractor shall be responsible for the security of the Contractor's Work Area and of construction plant and materials. Work sites shall be free from rubbish, waste materials and refuse of any description at all times. Disestablishment shall include removal of all surplus materials, rubbish, waste materials and refuse of any description from the work site and from all construction or storage areas.

23. EXISTING SERVICES

The Contractor is to undertake "Dial Before You Dig" (DBYD) for all operations.

The Contractor shall make enquires to all authorities to determine the locations of services and shall exercise care in not disturbing these services during the execution of the works.

The location and size of services shown on the drawings should be considered approximate only. Confirmation shall be made on site with the assistance of authorities where possible.

The Contractor shall be responsible for the rectification of any services damaged or interfered with on the Work Site or during activities directly associated with the Works during the course of the Works. Rectification shall include details such as bedding and overlays of granular materials.

Should conflicts occur with services, the Contractor shall arrange to divert or relocate as required by the Superintendent.

Should conflicts occur with service mains, the Contractor shall notify the Superintendent promptly in writing and shall arrange to have the service relocated/diverted by the appropriate authority.

24. TEMPORARY SERVICES

The Contractor shall provide and maintain temporary services necessary for the execution of the work under the Contract, install such services in accordance with the requirements of the relevant authorities and pay charges in connection with the installation and use of such services. Unless there is a specific reference to the provision of temporary services in the contract scope of works, the cost of providing temporary services shall be considered as being included in the cost of the scope of works, unless otherwise agreed in writing by the Superintendent.

Such services shall be made available to Sub-contractors. On completion, the Contractor shall disconnect temporary services and clear away all traces.

Temporary Services includes detours and side-tracks etc.

25. INSPECTIONS, MONITORING AND COMPLIANCE TESTING

The Contractor shall be responsible for the quality of all products and services supplied under the Contract, and provide all necessary facilities and resources to perform the inspection and tests required to achieve the specified quality.

The Contractor's Quality Assurance System (QAS) shall clearly identify and details the contract requirements for inspections, monitoring and compliance testing.

Prior to the commencement of any services/works, the Contractor shall prepare and submit to the Superintendent or Superintendent's Representation for approval, an Inspection Test Plan (ITP) prepared in accordance the requirements of the tender specification and the requirements of the CDMG and/or DTMR specifications.

The Contractor shall, for the duration of the Contract carry out inspections, monitoring and testing in accordance with the approved ITP, Quality Assurance System and the technical specification.

Inspections

When the Contractor is required to give notice to the Superintendent for inspections in accordance with the specification, the Contractor should arrange to have a representative freely available for consultation during the inspection. The Contractor should also supply all equipment and labour requested by the Superintendent to check any dimensions, levels, bearings or build quality relating to the works.

The Contractor shall be liable for any costs relating to additional inspections required as a result of the Contractor not being ready.

Inspections are to be timed to minimise the number of times that the Superintendent is required to travel to site.

Random audit type inspections of the works may be undertaken by the Superintendent at any time.

Hold Points

A Hold Point is defined as a position in the progress of the Contractor's Activities, beyond which further work shall not proceed without mandatory verification by the Contractors Quality Assurance Representative (QAR) and the Superintendent. If the Contractor proceeds beyond this point without the Hold Point's being observed, the Superintendent may direct the Contractor to halt the work and to remove any materials from the Site.

Mandatory Hold Points shall apply prior to commencement of designated work lots or work items. Mandatory Hold Points shall be verified by the Superintendent. The Contractor's Quality System shall include at least the following Hold Points. Those marked "Mandatory" shall be Mandatory Hold Points.

Gravel Supply	MANDATORY HOLD POINT
Gravel Placement/Compaction/Trimming	MANDATORY HOLD POINT
Pre-seal inspection	MANDATORY HOLD POINT
Formwork/Pre-Pour Inspection	MANDATORY HOLD POINT
Concrete Supply	MANDATORY HOLD POINT

The Superintendent may direct the Contractor to insert additional Hold Points (including Mandatory Hold Points) in the Contractor's Inspection and Test Plans. The Superintendent may direct that any Mandatory Hold Point indicated in the Contractor's Inspection and Test Plans shall not be a Mandatory Hold Point.

Witness Points

A Witness Point is defined as a position in the progress of the Contractor's Activities, where the Contractor must notify its QA Officer and the Superintendent prior to proceeding and the option for attendance for witnessing of inspection and test may be exercised. If any do not attend, then work may nevertheless proceed, unless otherwise instructed.

Proceeding beyond a Hold Point or Witness Point

The Contractor shall give the Superintendent not less than two (2) working days' notice of its intention to proceed beyond a Hold Point.

The Contractor shall give the Superintendent not less than one (1) working days' notice of its intention to proceed beyond a Witness Point.

The Contractor shall ensure that all work lots or work items affected by the lot or item in question are conforming; and that all Conformance Reports for all work lots or work items affected by the lot or item in question have been made available to the Superintendent at least 6 working hours prior to the time the Contractor intends to proceed with the lot or item in question, thus ensuring that defective work are not built-in.

Test results shall be provided with the monthly report. Processing of monthly progress payments by the Principal may be delayed if monthly reporting information is not provided by the Contractor.

In the event of any non-conformance to the requirements of the Specification, the Contractor shall immediately advise the Superintendent the details of such non-conformance, including location in the Works, and the proposed remedial actions.

Compliance Testing

Compliance testing shall be carried out for each lot or item. The Contractor shall perform all compliance and testing in accordance with the minimum testing requirements to ensure that the works comply with the standards and requirements of the Contract.

Compliance testing shall be at the Contractor's expense and deemed to be included in the Contract Sum.

The Superintendent will have the right to be present at, or have a representative present at all tests, at the time of taking of samples and specimens and at the time of preparation of material for testing. The Superintendent may reject the results of tests carried out without reasonable notice to him and may direct that such tests will be repeated at the Contractor's expense.

The Contractor shall give sufficient notice to the Superintendent to enable any materials or workmanship to be examined prior to incorporation into the finalised Works and must give sufficient notice to the Superintendent to enable sighting of any test results required by the contract or ordering of any test results prior to incorporation of materials or workmanship into the finalised Works.

Tests undertaken throughout the duration of the Contract must be submitted to the Superintendent not more than two (2) Business Days following the date of testing. In the event that test results indicate non-compliance with quality targets, notification of non-compliance is to be notified to the Superintendent within not more than 24 hours of the time of the test.

The Contractor shall prepare and submit all necessary documentation and records as verification that installation, testing and commissioning has been successfully completed.

The Contractor is to provide, free of charge, any materials, labour, compressed air and equipment that may be necessary to carry out all testing required.

In addition to any test result provided during the month, all test results shall be provided and presented in an orderly and organised manner with the Contractor's monthly report. Processing of monthly progress payments by the Principal may be delayed if monthly reporting information is not provided by the Contractor or provided in an unsatisfactory manner.

In the event of any non-conformance to the requirements of the Specification, the Contractor shall make available to the Superintendent, a Non-Conformance Report (NCR) that details the non-conformance, including location in the works, and the proposed remedial actions. If any portion of the work fails to reach the specified testing requirements, that portion of the works so affected will be re-tested after rectification by the Contractor at the Contractor's expense.

A NATA-registered laboratory certified for the tests specified shall be engaged to undertake all compliance testing.

The location of each density test shall be chosen by a method of random stratified sampling and the relative compaction shall be determined by Test Method. Reporting and correction for

oversize material is mandatory as part of the test. The density index of non-cohesive materials shall be determined using Test Methods in accordance with AS1289.

In circumstances where the Superintendent requests additional tests in excess of the approved testing schedule/plan and where the results of the tests comply with the requirements of the Specification, the Contractor may request The Principal to reimburse the costs of the tests. The Contractor must provide evidence of the testing costs. The Principal shall not be responsible for costs relating to test results that do not meet the requirements of the Specification.

26. ADDITIONAL WORKS

Should during the course of the inspection of sites (for the generation of a seal design) or during construction the Contractor identify complementary works outside the scope of the project they believe would be beneficial to Council, the contractor is to advise the Superintendent of these observations. Contractors must provide an offer for the complementary scope as detailed on the Pricing Worksheet. Council will evaluate the offers for the complementary scope and determine if any will be included in the contract scope for award.

Council reserves the right to accept or reject any tender offer for complementary/betterment scope.

27. SALVAGED MATERIALS

Unless otherwise stated, all materials, plant equipment, fixtures and other items salvaged from the Site of the Works shall be the property of the Principal and shall not be removed from the site without the prior approval of the Superintendent. The Superintendent is to be immediately consulted when any find is made that is considered of relevant heritage value.

The Contractor is to obtain written approval from the Superintendent prior to removal from site of any material or material which is or may be suitable for use as fill on the site.

Material which is unsuitable for re-use should be transported and dumped in an approved dump area.

Approval for dumping of materials, not otherwise designated, should be obtained from the Superintendent.

Council operates a spoil permit system where residents can request approval to access spoil material. Disposal of spoil material to local residents is as by written direction and approval of the Superintendent. In these circumstances, The Contractor must be a willing participant in assisting with the management of this system.

28. COMMUNITY LIAISON

The Contractor must make available a 24 hour contact number to respond to all community queries, concerns, issues or the like during the construction period. These contact details must be provided to Banana Shire Council (a customer services and after hours telephone number shall be provided at site handover) at the commencement of works as well as being displayed prominently on site and at the Contractor's site office.

The Contractor must appoint a representative to act as the primary contact for all enquiries during the construction period.

All costs incurred by the Contractor for liaison with the community are deemed to be included within other items of the schedule.

Notifications of the commencement date, scope and duration of the works will be sent out by Council before the commencement of construction based on the information supplied by the successful Contractor.

29. IMPACT ON NEIGHBOURING PROPERTIES

In performing the work under the Contract, the Contractor must not enter or permit its constructional plant and equipment (including that of any subcontractor) to enter land adjoining the Project Site without first obtaining the written approval of the land occupier and the landowner (where these are not the same person/company).

The Contractor must submit a copy of this written approval to Council's Representative upon request. The Contractor must, by the action of the entering on to the neighbouring land, be deemed to have indemnified Council against any claims which may arise from such entry or subsequent operations on the land. Upon completion of work on neighbouring land, the Contractor must forward to Council's Representative a statement signed by the landowner and occupier to the effect that the landowner and occupier are satisfied that any damage to the land which may have arisen from the Contractor's operations has been adequately repaired or otherwise compensated by the Contractor. All costs associated with work on private land must be borne by the Contractor.

This clause also applies to any property that may be impacted on by the works (if not neighbouring to the Project Site) and includes properties along the haulage route or routes that the construction work vehicles travel along during the works.

APPENDICES

A. LOCALITY MAP

B. IFC DRAWINGS

C. SAFETY IN DESIGN REPORT

D. DESKTOP CULTURAL HERITAGE AND NATIVE TITLE ASSESSMENT

E. PRICING SCHEDULE