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| GENERAL SPECIFICATION |
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| Register of Prequalified Suppliers (ROPS) Bitumen Sealing and Associated Services 2025 - 2026 |
| CONTRACT NO: T2526.04 |
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* 1.

the specification

* + 1. (**Documents comprising the specification**)The specification comprises the following documents:
			1. this General Specification;
			2. Scope;
			3. Technical Specifications;
			4. other documents to the extent that they are incorporated (whether physically or by reference) into the specification, namely:
				1. relevant Australian Standards;
				2. Principal’s Policies and Procedures;
				3. Department of Transport and Main Roads Standards and Specifications.
		2. (**Precedence of documents comprising specification**)The documents comprising the specification shall be taken to be mutually explanatory.If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 then the documents will take precedence in the order set out in clause 1.1, with the document listed at 1.1(a) being the highest in the order.
		3. (**Documents incorporated by reference into specification**) The Contractor is deemed to have obtained copies of, read, understood, and allowed for compliance with the Specification (including any documents which are incorporated into it by reference only).

definitions

* + 1. (**Definitions**) Capitalised terms used in the General Specification have the meanings assigned to them in the General Conditions of Contract (if any) unless the context otherwise requires. Terms which are separately defined in a specific clause have the meanings assigned in those clauses. Otherwise, in the General Specification:
			1. **Administrator** means, when used in or by reference to Department of Transport and Main Roads documents, the Superintendent;
			2. **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations, and permissions from any Authority and any related fees and charges;
			3. **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality, or any other person having jurisdiction over the project;
			4. **General Conditions of Contract** means the General Conditions of Contract referred to in the formal instrument of agreement to which this General Specification is attached;
			5. **General Specification** means this document and all attachments to it which forms part of the Contract;
			6. **Good Industry Practice** means:
				1. the standard of skill, care, and diligence; and
				2. the practices, methods, techniques, and acts,

of a skilled, competent, and experienced contractor engaged in the business of carrying out Work similar to the WUC;

* + - 1. **Principal** has the same meaning as given to the term “Principal” or “Purchaser” in the General Conditions of Contract (as the case may be);
			2. **Principal’s Policies and Procedures** means the policies, procedures, codes, plans, guidelines, and the like provided or made available by or on behalf of the Principal to the Contractor from time to time, including those published on the Principal’s website which are in any way applicable to this Contract;

CONTRACTOR’s general obligations, WARRANTIES and representations

* + 1. (**Ability**) The Contractor must ensure, and warrants and represents that the Contractor and, to the extent applicable to them, its Personnel:
			1. have the experience, skills, expertise, and resources;
			2. hold all necessary competencies, licences, accreditations, qualifications, permits, clearances, or other authorisations,

which are required for the Contractor to comply with its obligations under the Contract and will maintain such competencies, licences, accreditations, qualifications, permits, clearances, or other authorisations at all times until the Contractor has completed its obligations under the Contract.

* + 1. (**Standard**) The Contractor must, and warrants and represents that it will, and to the extent applicable to them will ensure that its Personnel, carry out WUC and Contractor’s other obligations in connection with the Contract in accordance with Good Industry Practice.
		2. (**Goods**)The Contractor warrants and represents that all plant, equipment, materials, parts, consumables or other goods (‘Goods’) supplied, used or installed as part of WUCshall:
			1. be free from defects and of merchantable quality;
			2. comply in all respects with the Contract including as to quality, quantity, performance, functionality and description;
			3. comply with any applicable requirement, code, guideline, policy or specification included or incorporated by reference into the Contract or, if none is included or incorporated, any Australian Standards applicable to the Goods and any applicable Legislative Requirements; and
			4. be suitable and adequate for the purposes for which they are supplied, used or installed.
		3. (**Construction Plant**) The Contractor warrants and represents that all Construction Plant utilised in carrying out WUC shall be in good working condition, suitable and appropriate for the Work for which it is used, and compliant with all applicable Legislative Requirements.
		4. (**Contractor Documents**) The Contractor warrants and represents that all Contractor Documents will:
			1. comply with the requirements of the Contract and applicable law;
			2. be consistent with or exceed applicable industry standards;
			3. be of a standard and quality expected of a contractor using Good Industry Practice;
			4. be suitable and adequate for the purpose for which they are provided.

In this clause, **Contractor Documents** means:

* + - * 1. those records, reports, designs, specifications, certificates, plans (including management plans), procedures, manuals and other documents, whether electronic documents or hard copy format, required by the Contract to be handed over to the Principal by the Contractor; and
				2. all information advice, designs, calculations and recommendations in those documents;

but does not include those that are incomplete at the time at which the Principal exercises its rights under subclause 39.4 of the General Conditions of Contract or the Contractor exercises its rights under subclause 39.9 of the General Conditions of Contract);

contract management

* + 1. (**Contractor’s** **Superintendence**) The Contractor shall provide all superintendence necessary for the proper fulfilment of the Contractor’s obligations under the Contract, including, unless the Superintendent directs otherwise, a competent site manager and site foreman approved by the Superintendent(with such approval not to be unreasonably withheld). Unless otherwise agreed by the Superintendent, the site manager shall be the Contractor’s representative under clause 22 of the General Conditions of Contract.
		2. (**Requests for review and information**) TheSuperintendent will endeavor to provide a response and/or Direction in relation to a written request for information from the Contractor within 5 Business Days of receipt of such request.  The response time will be dependent on the complex nature and or quantity of clarifications per information request submitted. The Contractor is encouraged to make recommendations and or suggestions for the Superintendent’s consideration when submitting such requests.
		3. (**Direction by Principal or Superintendent**) The Principal shall not be bound by any verbal advice given or information furnished by any Personnel of the Principal or Superintendent in respect of the Contract. The Contractor must not accept instructions from any person other than the Superintendent and/or the Superintendent’s Representative. The Contractor acknowledges and agrees that its obligations and liabilities in connection with the Contract are not affected by any:
			1. receipt or review of, or comment or Direction on, a document submitted by the Contractor;
			2. failure by the Principal or Superintendent to review, comment on, or give a Direction on any document submitted by the Contractor; or
			3. failure by the Superintendent to give its approval pursuant to clause 8.3.

Before relying on the receipt, review, or comment by the Superintendent, or Principal, or complying with a Direction in relation to a document, the Contractor must notify the Superintendent in writing, if doing so will affect a warranty, representation or obligation of the Contractor under the Contract.

* + 1. (**Code of Conduct**) In this clause, ‘Code of Conduct’ means the Principal’s code of conduct which is available on the Principal’s website. The Code of Conduct identifies the standards and behaviours expected from all workers, including contractors, in delivering services to the local community. The Contractor must:
			1. communicate the Code of Conduct to all of the Contractor’s Personnel;
			2. comply with, and ensure that its Personnel comply with, all requirements of the Code of Conduct, including all standards contained within the Code of Conduct; and
			3. if directed to do so by the Superintendent, obtain and provide to the Superintendent a signed form from all Personnel engaged by the Contractor to perform any part of WUC which states that the person has read, understood and agrees to comply with the Code of Conduct.

approvals and other law

* + 1. (**Identifying, obtaining and maintaining Approvals**) The Contractor must identify and notify the Principal of all Approvals which are necessary for the proper performance of WUC (other than Approvals which the Principal has advised the Contractor it has already obtained). The Contractor must obtain and maintain all such Approvals until the end of the last Defects Liability Period to expire. The cost of obtaining and maintaining all such Approvals shall be borne by the Contractor.
		2. (**Compliance**) The Contractor must ensure that its Personnel comply with all Approvals and other laws which are in anyway applicable to WUC, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes, or duties.
		3. (**Obtaining or granting of Approvals by Principal**) The Principal gives no warranty and makes no representation that:
			1. it will be able to obtain, or obtain within any particular time; or
			2. where the Principal is the relevant Authority, that it will grant,

any Approvals required for the Contractor to perform WUC.

* + 1. (**Timing**) The Contractor is deemed to have allowed a reasonable time in the Program for all required Approvals to be applied for and obtained.
		2. (**No fetter**)Nothing in the Contract shall be taken to fetter the power, rights, or authority of the Principalas an Authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld), or any other law.

quality Management system

* + 1. (**General**) The Contractor must:
			1. prior to commencing WUC, implement a quality management system which accords with the requirements of ISO 9001 or with any alternative standard approved by the Superintendent (acting reasonably);
			2. provide a copy of the ISO9001 certification (or other documentary evidence suitable to the Superintendent, acting reasonably) of the Contractor’s system;
			3. comply with, and ensure that all of the Contractor’s Personnel comply with the system;
			4. appoint a suitably qualified quality management representative, who shall have such authority to effectively manage and control the implemented quality system.

reports, meetings AND RECORD KEEPING

* + 1. (**Meetings**) The Contractor must, at the times reasonably required by the Principal, meet and discuss the performance of the Contractor and/or any other matter concerning the Principal in connection with the Contract. The Contractor shall provide a sufficient and safe access for all meetings at the Site.
		2. (**Record of compliance**) The Superintendent may direct the Contractor to provide reasonable evidence of its compliance with the requirements of the Contract, within the time reasonably required by the Superintendent. The Superintendent and the Principal shall be entitled to rely on any failure by the Contractor to provide reasonable evidence of compliance, with a particular requirement of the Contract as *prima facie* evidence that the Contractor has not complied with that requirement.
		3. (**Audit**) The Principal may at any time up to the expiry of the last Defects Liability Period to expire (or where the Contract is earlier terminated, up to 12 months after the date on which the termination takes effect), on the giving of reasonable notice, audit the Contractor’s compliance with the Contract or any obligation under it. The Contractor shall facilitate the audit by:
			1. allowing the auditors to undertake any inspections;
			2. providing such assistance, information and access to the Site, systems and equipment and other cooperation;
			3. providing the auditor with copies of, and facilitating the copying by the auditor of, all the other records, information, and documentation required to be created under clause 14,

as reasonably required by the auditor. If the audit reveals any non-compliance by the Contractor with its obligations under the Contract, then the costs reasonably and necessarily incurred by the Principal in conducting the audit shall be a debt due and payable by the Contractor. Otherwise, the Principal shall bear the cost of the audit. For clarity, the Contractor is not required to provide to the Principalunder this clause, any documents to the extent that they contain material which is subject to legal professional privilege.

Payment claims

* + 1. (**Additional documentation**) In addition to the requirements stated in the General Conditions of Contract, the Contractor must provide the following documentation with each claim for payment submitted under the Contract:
			1. Signed Sealing Dockets

safety

* + 1. (**Relationship to General Conditions of Contract**) The Contractor’s attention is drawn to clause 12A of the General Conditions of Contract. Nothing in clause 19 shall be taken to limit or exclude any obligation or liability of the Contractor under the General Conditions of Contract or at law in relation to work, health and safety.

ENVIRONMENTAL PROTECTION

* + 1. (**Environmental protection**) The Contractor must, and must ensure that its Personnel, perform the Contractor’s obligations in accordance with:
			1. best practice environmental management (as that term is defined in Section 21 of the *Environmental Protection Act 1994* (Qld));
			2. the requirements of all other Legislative Requirements relating to the protection of the Environment; and
			3. the Principal’s policies and procedures relating to the protection of the Environment.
		2. (**Environmental Management System**) The Contractor must provide a copy of its environmental risk assessments and relevant control strategies for WUC for the Superintendent’s review prior as a requirement of possession of the Site and prior to any pre-start meeting. The level of detail in the risk assessments shall be adequate to provide the Superintendent with a clear understanding of the required Work.

traffic management

* + 1. (**Traffic management plan**) The Contractor must, within 10 working days before the commencement of seal, prepare and provide to the Superintendent for review a traffic management plan for WUC, detailing how the Contractor will manage traffic in accordance with the requirements of the Contract. The Contractor must obtain and comply with the Superintendent’s Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract. The Contractor must comply, and ensure that all of the Contractor’s Personnel comply, with the traffic management plan at all times until the expiration of the last Defects liability Period to expire.
		2. (**General**) The Contractor:
			1. is responsible for the safety of all pedestrians and vehicular traffic at, or adjacent to the Site, or in any way affected by the execution of WUC;
			2. must provide all necessary lights, barriers, notices and signs, and other traffic control devices required for the safe and appropriate management of traffic.
			3. must comply with and ensure that all traffic control devices conform to:
				1. the current Manual of Uniform Traffic Control Devices published by the Department of Transport and Main Roads;
				2. Queensland Guide to Temporary Traffic Management;
				3. AS1742 Manual of Uniform Traffic Control Devices;
				4. Austroads Australian Guide to Temporary Traffic Management;
				5. Queensland Guide to Road Safety;
				6. Guideline – Traffic Management at Works on Roads,

as amended or replaced from time to time. In the event of any inconsistency, ambiguity, discrepancy, or conflict between any requirement or standard in the documents listed above, the Contractor shall comply with the more onerous requirement or higher standard unless otherwise directed by the Superintendent.

* + 1. (**No obstruction**) The Contractor must:
			1. provide for the continuous operation of normal traffic along all roads, and pedestrian and vehicular access to properties included in the Contract or intersected by WUC;
			2. where necessary, provide side-tracks which must be appropriately constructed, signposted, lit, and maintained; and
			3. use all reasonable endeavours to avoid obstructing any side road, branch track, drain, or watercourse and to the extent that such obstructions cannot be avoided, remove such obstructions as soon as possible.

Heavy Vehicle National Law

* + 1. (**Meaning of terms**) Terms used in this clause which are defined in the Heavy Vehicle National Law (Queensland) (the ‘National Law’) have the same meaning as in that law.
		2. (**General obligations**) The Contractor must ensure, so far as is reasonably practicable, the safety of the Contractor’s transport activities. Without limiting this, the Contractor must, so far as is reasonably practicable:
			1. eliminate public risks and, to the extent it is not reasonably practicable to eliminate public risks, minimise the public risks; and
			2. ensure the party’s conduct does not directly or indirectly cause or encourage:
				1. the driver of the heavy vehicle to contravene the National Law; or
				2. the driver of the heavy vehicle to exceed a speed limit applying to the driver; or
				3. another person, including another party in the chain of responsibility, to contravene the National Law.
		3. (**Notice**) The Contractormust immediately:
			1. notify the Superintendentif the Contractor considers that anything in this Contract*,* or any act or omission of the Principalor its respective officers, employees, agents or representatives, has or is likely to, directly or indirectly, cause or encourage the Contractor or any Personnel of the Contractor:
				1. being the driver of a heavy vehicle to contravene the National Law; or
				2. being the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
				3. being another person, including another party in the chain of responsibility, to contravene the National Law; and
			2. notify the Principal and the Superintendentin writing in the event that it, or any Personnel, is issued with any warning, request for information or production of documents, notice or fine in respect of any breach of chain of responsibility law in respect of WUC. The Contractor undertakes to provide the Principal and the Superintendentwith a copy of any such warning, request, notice or fine, and any response or submissions made by it in relation to the same.
		4. (**Chain of Responsibility**) In addition to its obligations under the chain of responsibility law, the Contractor must comply with the following chain of responsibility compliance assurance conditions, that:
			1. the Principal has a policy of compliance for its chain of responsibility obligations under the National Law. The Contractor agrees that it complies with its obligations under the chain of responsibility laws, and has a policy of training and compliance that is subject to periodic review and assessment. The Contractor will require its subcontractors and agents to comply with chain of responsibility obligations in any supply chain arrangement or any arrangement whatsoever in connection with WUC;
			2. the Principal is committed to taking all reasonable steps to ensure that any carriage of goods by road performed as part of WUC is performed safely and in accordance with the National Law and the chain of responsibility provisions it contains. The Principal will not comply with any instruction or requirement of the Contractor that might have the effect of contributing to a breach of the National Law, or preventing the Principal from taking all steps that it considers necessary to prevent any breach of the National Law;
			3. upon becoming aware of any breach of mass, dimension, load restraint, fatigue, speed, or maintenance requirement, the Principal may report the breach to the relevant Authority and retain records of the breach; and
			4. as a requirement of access to the Site, the Contractor must provide copies of any/all:
				1. chain of responsibility policy;
				2. mass, dimension, or load restraint policy;
				3. speed management policy;
				4. fatigue management policy; and
				5. maintenance management policy,

that is in place in respect of its business.

Labour Hire

The Contractormust not provide or utilise any labour for any WUC,unless the provider of that labour hire is registered under the *Labour Hire Licensing Act 2017* (Qld)