



Postal Address:
GPO Box 1321
Katherine NT 0850
ABN: 94746956090

Tel: 08 8972 9000
Fax: 08 8972 3714

ROPER GULF REGIONAL COUNCIL

GENERAL CONTRACT CONDITIONS ANNEXURE

TABLE OF CONTENTS

1.	GENERAL TERMS.....	4
1.1	DEFINITIONS.....	4
1.2	INTERPRETATION AND INCONSISTENCIES	5
1.3	CONTRACTORS TO INFORM THEMSELVES	5
1.3.1	Compliance with NT Procurement Code.....	5
1.3.2	Work Health and Safety Management Plan.....	6
1.3.3	Work Health and Safety Management Guidelines.....	6
2.	SITE RULES	8
3.	PRELIMINARY CLAUSES	8
3.1	DESCRIPTION OF THE WORKS	8
3.2	ACCESS TO COMMUNITIES	8
3.3	SPECIAL SECURITY CONDITIONS	9
3.4	ACCESS TO SITE.....	9
3.5	AVAILABILITY OF CONTRACTOR.....	9
3.6	INSURANCE.....	9
3.7	CONTRACTOR’S EQUIPMENT AND MATERIALS	9
3.8	COST LIMITS FOR REPAIR WORK.....	10
3.9	CO-ORDINATION OF WORK	10
3.10	SALVAGED MATERIAL	10
3.11	DIAL BEFORE YOU DIG.....	10
3.12	PROTECTION OF TELECOMMUNICATION UNDERGROUND CABLES	10
3.13	WORK IN EASEMENTS.....	11
3.14	LIGHT AND POWER.....	11
3.15	WATER	11
3.16	SANITARY ACCOMMODATION	11
3.17	QUALIFIED PERSONNEL	11
4.	PROCEDURES, CALLS AND PAYMENTS.....	12
4.1	GENERAL.....	12
4.2	DIRECTION TO WORK	12
4.3	AUTHORITY TO UNDERTAKE WORK	12
4.4	CONDUCT OF PERSONS.....	12
4.5	TECHNICAL AND ADMINISTRATIVE CONTROL	13
4.6	PERFORMANCE REQUIREMENTS	13
4.7	PART OFFERS OF TRADE DISCIPLINE IN RESPONSE SCHEDULE	14
4.8	VARIATION APPROVAL	14
4.9	PAYMENT FOR SCHEDULED WORK	14
4.10	EVIDENCE OF COST	14
4.11	RIGHT OF AUDIT.....	14
4.12	TAX INVOICES.....	14
4.13	RATES GENERALLY	14
4.14	PAYMENT	15
4.15	ATTENDANCE ON SITE	16
4.16	DRESS	16
4.17	ACCESS TO PREMISES	16
4.18	MONTHLY CONTRACTOR MEETINGS	16
4.19	MANDATORY SITE INSPECTION.....	17

5.	ENVIRONMENTAL MANAGEMENT	17
5.1	GENERAL	17
5.2	RESPONSIBILITY	17
5.3	STATUTORY REQUIREMENTS	17
5.4	ENVIRONMENTAL MANAGEMENT PLAN	17
5.5	GENERAL ENVIRONMENTAL CONTROLS	18
5.5.1	Submit Proposals – Hold Point	18
5.5.2	Site Control	18
5.5.3	Site Clearing	18
5.5.4	Lighting of Fires	18
5.5.5	Solid, Liquid and Gaseous Contaminants	18
5.5.6	Noise Control	18
5.5.7	Compressor Silencing	18
5.5.8	Jackhammer Silencing	19
5.5.9	Vibration	19
5.5.10	Dust and water	19
5.5.11	Air Quality	19
5.6	COMMUNITY LIAISON	19
5.6.1	Notify Regional Staff	19
5.6.2	Complaints	19
5.7	WASTE MANAGEMENT	19
5.7.1	Waste Management Generally	19
5.7.2	Waste Management Plan	20
5.8	CULTURAL HERITAGE	20
5.8.1	Protect Artefacts	20
5.8.2	Heritage Listed Buildings and Sites	20
5.9	CLEARANCES	20
5.9.1	Terminology	20
5.10	SACRED SITES PROTECTION	21
5.10.1	Sacred Sites Protection Conditions	21
5.10.2	Breach of Sacred Site Protection Conditions	21
5.10.3	Compliance with Clearances and Permits	22
5.11	CONTROL OF DEFECTS	22



Postal Address:
GPO Box 1321
Katherine NT 0850
ABN: 94746956090

Tel: 08 8972 9000
Fax: 08 8972 3714

ROPER GULF REGIONAL COUNCIL GENERAL CONTRACT CONDITIONS ANNEXURE

1. GENERAL TERMS

1.1 DEFINITIONS

Principal means the Roper Gulf Regional Council (The Principal).

Project Manager means the Roper Gulf Regional Council employee responsible for managing all Regional project activities. The Project Manager is also responsible for managing contractors in the performance of asset construction, maintenance and upgrade activities.

Contractor means a person or company engaged to perform work or services with, or associated with Roper Gulf Regional Council. Examples of a contractor include a person or company engaged to:

- Build or renovate buildings or facilities;
- Perform maintenance work to existing buildings or facilities;
- Road works or construction works
- Perform maintenance on Streetlights.
- Provide expert advice in a specific area of expertise – consulting services;

Sub-Contractor is a person or company appointed by the Contractor to carry out work on their behalf under this contract. All sub-contractors need to be approved in writing by the RGRC and must comply with all general and specific conditions in this contract. It is the responsibility of the Contractor to ensure that Sub-Contractors are paid in accordingly.

Site Rules means any site rules that are applicable to a particular site of Works and which are developed and maintained by the person who has the control and management of the site.

Site-specific health and safety plan means a health and safety management plan or system developed by the Contractor in respect of workplace health and safety matters at a particular Site.

WHS Act: is a reference to the Work Health and Safety (National Uniform Legislation) Act 2011 (NT) and includes subordinate legislation made under that Act including regulations and

approved codes of practice as well as any amendment, re-enactment or replacement of such Act. Any reference to the Workplace Health and Safety Act or Regulations is a reference to the WHS Act.

‘WHS Management Plan’: means a health and safety management plan or system in respect of workplace health and safety matters, more particularly described in clause 1.2.3.2.

Environment means the natural and built environment and all aspects of surroundings of human beings, including physical, biological and aesthetic aspects.

Pollution Incident means an incident or set of circumstances during or as a consequence of which there is, or is likely to be a leak, spill or other escape of a substance as a result of which pollution has occurred, is occurring or is likely to occur.

Contamination of land is the presence of a substance in, on or under the land at a concentration above that which is normally found in that locality, such that there presents a risk of harm to human health or to the environment.

Clearances mean any formal certificate, approval or condition issued by a statutory authority to allow work to be carried out in a particular area.

Clearance Authority means any Authority covering statutory requirements relating to the project and requiring clearances for work in that particular area.

Weed means a plant declared to be a declared weed under Section 7 of the Weeds Management Act 2001.

Approved distance means the distance to location (or locations in accordance with the purchase order requirement) and return to base excluding incidental travel within the location and any other travel the Contractor elects to undertake during the mobilisation.

Contractors plant hire cost is the cost of plant hire that excludes tools of trade that such a trade would be reasonably expected to use within that trade. Any claim for Contractor Plant Hire Costs shall be negotiated with the Principal prior to commencement of the work on the purchase order.

Mobilisation means the cost of travel from base to work location/s and return calculated in accordance with the quoted rates.

Passenger Travel means the cost added to the mobilisation to cover the time of additional passengers.

Purchase order identifies the house or facility for the work, the scope of works and or tasks to be undertaken within a timeframe.

1.2 INTERPRETATION AND INCONSISTENCIES

Words and phrases used in the Special Conditions that are defined in the Standard Conditions have the meanings given to them in the Standard Conditions.

In the event of any inconsistency between the Standard Conditions and the Special Conditions, the Special Conditions prevail to the extent of the inconsistency.

1.3 CONTRACTORS TO INFORM THEMSELVES

1.3.1 Compliance with NT Procurement Code

- (a) In preparing its Quote, submitting its Quote and throughout the Quoting period and process the Contractor shall comply with the Northern Territory Procurement Code (“Code”).

- (b) If the Principal:
 - (i) has evidence that the Contractor has not complied with the Code; or
 - (ii) is of the reasonable opinion that the Contractor has not complied with the Code, the Principal may, at its discretion, deem the Quote submitted by the Contractor to be “ineligible for consideration”.

1.3.2 Work Health and Safety Management Plan

Where specified in the specific conditions, the Contractor is required to submit, as part of its Quote, a WHS Management Plan if one is not already lodged with Roper Gulf Regional Council (RGRC) as part of the Contractor’s membership application to the RGRC Panel of Contractors.

Any Quote not complying with the requirements of this clause may be declared ineligible for consideration.

1.3.3 Work Health and Safety Management Guidelines

1.3.3.1 Where the Contractor submitted a WHS Management Plan with the Contractor’s Quote for the Works, the Contractor must:

- (a) maintain and implement the WHS Management Plan throughout the course of the Contract; and
- (b) carry out the Works in accordance with the WHS Management Plan; and
- (c) periodically revise the WHS Management Plan and provide any such revised plan to the Principal and to all persons for whom it is responsible for or over whom it is capable of exercising control (including subcontractors).

The Contractor will not be relieved from compliance with any of its Contract obligations or from any of its liabilities whether under the Contract or otherwise according to law as a result of:

- (a) the implementation of, and compliance with, the requirements of the WHS Management Plan; or
- (b) any direction by the Project Manager concerning the WHS Management Plan or the Contractor’s compliance or non compliance with the WHS Management Plan; or
- (c) any audit or other monitoring by the Principal or its nominee of the Contractor’s compliance with the WHS Management Plan; or
- (d) any failure by the Project Manager or anyone else acting on behalf of the Principal, to detect any defect in or omission from the WHS Management Plan including where any such failure arises from any negligence on the part of the Project Manager or other person.

1.3.3.2 The WHS Management Plan must set out arrangements with regards to the management of health and safety matters in relation to the Works and will include:

- (a) the names, positions and health and safety responsibilities of all persons involved with the Works whose positions or roles involve specific health and safety responsibilities; and
- (b) the arrangements in place for consultation, cooperation and coordination; and
- (c) the arrangements in place for ensuring adequate health and safety training and induction training; and
- (d) the arrangements in place for managing any workplace health and safety incidents, including reporting and incident notification; and
- (e) any project specific health and safety rules and the arrangements for ensuring that all persons involved with the Works are informed of these rules; and

- (f) the arrangements in place to identify, assess and control hazards and risks; and
- (g) the arrangements to collect and assess, monitor and review safe work method statements.

1.3.3.3 In addition to the WHS Management Plan described in clause 1.2.3.2, the Contractor must ensure that a Site-specific health and safety plan is prepared prior to any Works commence at a Site, and such plan will include those matters listed in clause 1.2.3.2(a)-(g).

The Site-specific health and safety plan must be consistent with any Site Rules. Further, the Contractor will comply with any reasonable direction of a person having control and management of the site.

1.3.3.4 The Contractor must:

- (a) carry out the works safely and in a manner that does not put the health and safety of persons at risk;
- (b) in carrying out the Works, ensure that its employees, subcontractors and agents comply with the WHS Act, Australian Standards (AS) and the requirements of any government or statutory authority or utility service provider in so far as they are applicable to the Works;
- (c) ensure that if any statutory requirement requires that:
 - (i) a person be authorised or licensed to carry out any Works, that person is so authorised or licensed, and complies with any conditions of such authorisation or licence;
 - (ii) a person has prescribed qualifications or experience, or if not, is to be supervised by a person who has prescribed qualifications or experience, that person has the required qualifications or experience or is so supervised; or
 - (iii) a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace, plant or substance, or work is so authorised or licensed;
- (d) not direct or allow a person to carry out work, or use plant or a substance at a workplace unless the authorisation, licensing, prescribed qualifications or experience required by any statutory requirement or clause 1.2.3.4(c) are met; and
- (e) if requested by the Project Manager or required by the WHS Act, produce evidence of any approvals including any authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Project Manager before the Contractor or any subcontractor commences any Works;

1.3.3.5 The Contractor must keep the Project Manager fully informed of all health and safety matters relating to the Works and will provide the following reports to the Project Manager:

- (i) a copy of any incident notification provided to NT WorkSafe under section 38 of the WHS Act at the same time such notification is made to NT WorkSafe;

1.3.3.6 The Principal or its nominee may, at any time, monitor, inspect or audit the performance of the Contractor in relation to its compliance with the WHS Management Plan, any Site-specific health and safety plan and this clause 2.25 generally.

The Contractor must allow the Principal or its nominee access to the WHS Management Plan, Site-specific health and safety plan and any relevant documents or activities so as to enable such monitoring, inspection or audit.

1.3.3.7 If the Project Manager considers:

- (a) there is a risk of injury to people or damage to property arising from the Works; or
- (b) there is an unsafe or potentially unsafe practice or breach of the requirements of this clause 1.2.3;

Then, in addition to any other rights under this Contract, the Project Manager may:

- (i) direct the Contractor to change its manner of working; or
- (ii) suspend the performance of the Works associated with the unsafe practice or breach, and not lift the suspension until the work area is made safe and the unsafe practice removed, or the breach rectified.

All costs and delay and disruption caused by any action taken under clause 1.2.3 are the responsibility of the Contractor.

1.3.3.8 Where, in the opinion of the Principal, the Contractor has committed a substantive breach of its obligations under this clause 1.2.3, the Principal may terminate this Contract by immediate written notice to the Contractor.

1.3.3.9 The remedy provided in clause 1.2.3.8:

- (a) applies notwithstanding any other provision of the Contract; and
- (b) is in addition to the other remedies under this Contract."

2. SITE RULES

The Contractor, his employees and sub-contractors required to enter the Site in connection with the Works shall comply with all rules and regulations in force at the Site, including security screening through Criminal History Checks where required. Also refer to the specific Site Conditions Clause of the Request For Tender or Request for Quote documentation.

The Contractor is responsible for obtaining all relevant permits and the payment of all associated fees and/or charges which are levied by the appropriate Authority."

3. PRELIMINARY CLAUSES

3.1 DESCRIPTION OF THE WORKS

The quantity of specific items listed in the Response Schedules is the Principal's best estimate. The Principal does not guarantee that any quantity of any specific item will be ordered. The Principal reserves the right to order such quantities of any or all items as may be required from time to time and to carry out, by other means (i.e. employment of other Commission, Government agency contractors and/or seeking quotations from other companies etc), any work or order any goods of the type and classification as described in the schedule of rates.

3.2 ACCESS TO COMMUNITIES

Before entering the Aboriginal Community the Contractor shall have obtained from the relevant Land Council all necessary permits/permissions and have paid all costs applicable to working in

that Community. The Contractor shall ensure that all employees engaged on the Contract (including those of Sub Contractors) comply with all laws and rules relevant to working in that Community (including restrictions banning the consumption of alcohol).

3.3 SPECIAL SECURITY CONDITIONS

The Contractor shall supply to the Project Manager not less than 5 working days before entering the area, a complete list showing the full name, address and date and place of birth of every person who will be required to enter the area in connection with the work under the Contract.

In addition, each person desiring to enter the area must comply with local regulations relating to the issue of an entry permit and conditions of entry to the establishment. These requirements will apply to any other persons requiring entry to the area in connection with the work under the Contract.

3.4 ACCESS TO SITE

Prior to entering the site of Works, the Contractor shall contact the relevant Regional Services Manager or nominated officer-in-charge of the site to explain the nature of the work to be carried out and for permission to enter to carry out this work.

If unable to contact the Regional Services Manager or nominated officer-in-charge, or being refused permission to enter the premises, the Contractor shall notify the Project Manager. Work shall not proceed in such areas until further advised by the Project Manager.

3.5 AVAILABILITY OF CONTRACTOR

The Contractor shall provide twenty-four (24) hours a day; seven (7) days a week telephone contact and availability of labour to deploy to the Works should the Project Manager so direct. The Principal shall have first call on the services of the Contractor.

3.6 INSURANCE

The Contractor shall have in effect, before work commencement and maintain until the end of the contract period, the following insurances:

- workers' compensation or the like required by law for all deemed workers public liability insurance for not less than \$10,000,000.
- where a contractor personally performs the work, personal accident and disability insurance for the Contractor at least equivalent to workers' compensation insurance.

NOTE: The contractor shall ensure that all sub-contractors have the same insurance and whenever requested by the Principal provide written evidence of current insurances (Certificate of Currency or equivalent)

3.7 CONTRACTOR'S EQUIPMENT AND MATERIALS

The Contractor shall provide all general and specialised equipment, tools and materials to carry out and test the Work. It is the responsibility of the Contractor to be fully equipped on each attendance call.

3.8 COST LIMITS FOR REPAIR WORK

Where it becomes evident during the course of an item of work that the cost will exceed \$5000 (labour and materials), the Contractor will not proceed without the approval of the Project Manager.

3.9 CO-ORDINATION OF WORK

The Contractor may engage the services of a Sub Contractor who is in the vicinity of a Community to be used for items of an emergency urgent or priority nature. The Contractor will be responsible for any defective work which pertains to this contract. Defective work will be rectified immediately and all costs of the rectification will be entirely borne by the Contractor including air fares, material, labour, hire car, accommodation, and labour hourly rates and all other associated costs. These costs shall be totally absorbed by the Contractor regardless whether or not his Sub Contractor does the rectification work or not.

The Contractor shall confer with any Sub Contractors and persons engaged on separate orders in connection with the Works and with the Project Manager for the purpose of coordination and execution for the various phases of the Works. The Contractor is responsible for arranging that each shall attend upon and assist the other trades.

The Contractor shall ascertain from the Sub Contractor and persons engaged on separate contracts the extent of all chasing, cutting and forming of all openings, holes, grooves and the like. The Contractor shall ascertain the routes of all services and the position of all floor outlets, traps and the like in connection with the installation of plant and services and arrange for the construction of work accordingly. The breaking and cutting of complete work must be avoided wherever possible.

3.10 SALVAGED MATERIAL

Materials salvaged from the Works, other than that specified to remain the property of the Principal, shall become the property of the Contractor, either for re-use in the Works as may be specified, or, if not so re-used, for disposal by the Contractor clear of the site of the Works.

3.11 DIAL BEFORE YOU DIG

Dial Before You Dig (DBYD) is a community service that provides information on underground pipes and cables from all underground service providers in the area. There is no cost to the user for this service; however, some asset owners reserve the right to make a modest charge for some plans.

Contact DBYD at least 2 working days before you plan to excavate and obtain the plans of the underground services before commencing excavation.

Provide a written notice to the Project Manager stating that the plans have been received and include the DBYD sequence number.

DBYD can be contacted at the following numbers:

Telephone: 1100 8am to 5pm weekdays, excluding public holidays

Facsimile 1300 652 077 Anytime a standard form is available

Internet: www.1100.com.au

3.12 PROTECTION OF TELECOMMUNICATION UNDERGROUND CABLES

In addition to the requirements of the clause titled "Dial Before You Dig", and prior to commencing any excavation, boring of holes, rock breaking, soil compaction or similar activity in

the vicinity of telecommunication underground cables, whether fibre optic or copper, the Contractor shall obtain the location of the cables from the accredited plant locater, and pay all fees.

The Contractor shall follow all directions and instructions issued by the owner of such telecommunication underground cables in relation to work in the vicinity of such cables.

3.13 WORK IN EASEMENTS

During the construction for Works in an easement, drainage reserve or the like, the Contractor shall confine his operations to within the boundaries of such easement or reserve. Any concessions the Contractor may desire outside the above mentioned boundaries to obtain access to the easement or for any other purpose shall be obtained by him at his own expense from the property owner or other party concerned. Any agreement reached shall be confirmed in writing and copies forwarded to the Project Manager and the land owner concerned.

On completion of the Contract the easement or reserve and everything appertaining thereto shall be restored as near as possible to the condition prevailing immediately prior to commencement of these Works and to the satisfaction of the owner. Before final payment is made the Contractor shall, if so requested, produce a written certificate from the landowner stating that all claims for compensation and damages have been paid in full.

3.14 LIGHT AND POWER

Where a suitable electric light and power supply is available the Contractor shall be permitted to use this supply subject to any restrictions imposed by the officer-in-charge or occupier of the site. Where the work is carried out in an occupied residence, the Contractor shall reach agreement, in relation to reimbursement of costs and conditions under which the power may be used, with the tenant of the residence prior to connecting any electrical appliance to the residence's power supply. The Contractor shall promptly pay the tenant all costs agreed relating to the consumption of electric power by the Contractor and Sub -Contractors.

Where no suitable supply is available the Contractor shall arrange for the supply of all electric light and power required, and pay all charges and costs incurred.

3.15 WATER

Where a suitable water supply is available the Contractor shall be permitted to use this supply subject to any restrictions imposed by the officer-in-charge or occupier of the site. Where no suitable supply is available the Contractor shall arrange for the provision of water required and pay all charges and costs incurred.

3.16 SANITARY ACCOMMODATION

The Contractor may be permitted to use the existing sanitary accommodation provided that the facilities are properly used in accordance with the requirements of the officer-in-charge or occupier of the site. Where no suitable supply is available the Contractor shall arrange for the provision of sanitary accommodation and pay all charges and costs incurred.

3.17 QUALIFIED PERSONNEL

- All tradesmen undertaking electrical, plumbing and mechanical works to this Quote must be suitably qualified in accordance with the following legislated requirements:

- Electrical – Self certified, licensed registered electrician
- Plumbing – Self certified, licensed registered plumber
- Mechanical – All Refrigeration Mechanics and refrigeration and air conditioning (A/C) businesses, undertaking refrigeration and A/C related works, require the following mandatory licenses and facilities:
 - All employers require an Artic refrigerant purchasing licence (which requires an approved storage facility, recovery capabilities etc.) so that refrigerant can be purchased by the employer,
 - Each refrigeration and A/C mechanic also is required to have a refrigerant handling licence (to safely transport and handle refrigerant),
 - Each refrigeration and A/C mechanic requires a recognised trade qualification in the refrigeration and A/C mechanical field,
 - Each refrigeration and A/C mechanic requires an “R” grade electrical licence to work on refrigeration and A/C units and systems anywhere in the NT.
 - The Contractor is to provide all registration, licenses and certification paperwork to the Project Manager prior to the commencement of the contract.

4. PROCEDURES, CALLS AND PAYMENTS

4.1 GENERAL

This section specifies the requirements for attending the work and the procedures for reporting and payment of work carried out.

4.2 DIRECTION TO WORK

- A direction to work may be issued in the following forms:
 - Telephone call, in person, facsimile or email - A PURCHASE ORDER will subsequently be issued by the Project Manager.
 - Service Order - Issued in respect to a quotation for specific works not included in the Schedule of Rates.
 - Urgent call out work outside of normal working hours - Urgent call out work outside of normal working hours may be communicated to the Contractor by the relevant Regional Services Manager, On Call Officer or the Project Manager.
- If the Project Manager considers any particular work requirement is urgent he shall so advise the Contractor and shall cause the Purchase order subsequently issued to be stamped “URGENT”.
- The Contractor shall visit the office of the Project Manager if and as required to collect any hard copy directions to work.

4.3 AUTHORITY TO UNDERTAKE WORK

The Contractor will not undertake any work unless specifically directed to do so by the Project Manager.

4.4 CONDUCT OF PERSONS

The Contractor shall be responsible for the good and proper conduct of the persons, employees, agents and sub-contractors engaged by him and employed in the performance of the Contract. Persons, employees, agents and sub-contractors shall be neatly dressed in a company uniform clearly displaying a company logo at all times and be of a neat and tidy appearance

4.5 TECHNICAL AND ADMINISTRATIVE CONTROL

It is the Contractor's responsibility to ensure that the technical and administrative work (including invoicing) performed under this Contract is adequately supervised by a responsible member of the Contractor's staff.

4.6 PERFORMANCE REQUIREMENTS

If the Project Manager determines that any remedial, protective, installation, manufacturing and/or other like work is urgent to prevent loss or damage to work or to any property, or likely to cause personal injury or death to any person, the Project Manager shall convey the required work by telephone. The Contractor shall ensure that an official urgent confirmation order is collected by the next working day.

If the Contractor fails to carry out the work as directed the Project Manager may arrange to have the work carried out by other means. If the Project Manager determines that such work was the responsibility of the Contractor pursuant to the Contract, all costs and charges properly incurred in doing the work shall be a debt due from the Contractor and which may be deducted from monies owing to the Contractor or otherwise recovered.

The service performance requirements for the following categories shall be as follows, and shall commence from the time of the provision of the purchase order, or the giving of an instruction to the Contractor. The Contractor shall perform the work at the time and within the period specified on the order or as the Project Manager may direct.

General Maintenance Services

- **Immediate** - Attended to and rendered safe within four (4) hours of notification
Repairs required due to an immediate safety and or security failure such as but not limited to a dangerous electrical fault, unsecured door and or window and the like.
- **Urgent** – Attend and satisfactorily concluded within two (2) working days of notification.
Repairs required due to a health, safety, or security failure and or where further damage could be expected if action is not taken such as but not limited to burst water services, blocked toilets and or sewerage system.
- **Routine** – Attend and satisfactorily concluded within ten (10) working days of notification.
Repair work that needs to be undertaken to correct a failure and or fault that is not deemed to be immediate or urgent, but now be inconvenient and could develop into a health, safety or security risk if not corrected promptly such as but not limited to leaking taps, individual parts of a stove, or leaking toilet cistern.

The Project Manager may issue multiple purchase orders indicating work to be done on various Government assets per community; these shall be issued in the weeks prior to a scheduled trip to a community. When the trip is complete material and labor will be allocated to each purchase order as to accurately indicate time labor and associated material used on each individual purchase order, accommodation, freight, airfares, car hire, overnight allowances, traveling allowances, and all other associated costs are required to be broken down and allocated to each purchase order to reflect the true cost value of that purchase order to RGRC.

NOTE: If the Contractor does not execute the work in a time considered satisfactory by the Project Manager, the work may be carried out by other means.

4.7 PART OFFERS OF TRADE DISCIPLINE IN RESPONSE SCHEDULE

Allocation of work will be subject to capacity and capability to perform the required work based on current employment of tradespersons in the respective trades. Contractors can elect which Trades they wish to quote for. Write Not Applicable against any items in the Response Schedule where the Contractor does not have current employees qualified to deliver services.

4.8 VARIATION APPROVAL

Any variation from the extent of work ordered or as may be requested by the occupants of the premises must be approved by the Project Manager prior to the varied work being carried out. Where an item of work is ordered pursuant to Scheduled Work and the Contractor considers the item to be outside the scope of the Schedule Work item the Contractor shall obtain the approval of the Project Manager prior to carrying out the varied works. The Contractor shall in the case of any authorised variation insert on the purchase order the approving officer's name and the date of such approval.

4.9 PAYMENT FOR SCHEDULED WORK

Payment for Scheduled Work will be made at the Quoted rate.

4.10 EVIDENCE OF COST

The indicative budget for the works contracted to the Contractor is subject to revision by the Project Manager. All labour costs incurred by the Contractor on this project are to be recorded on an hourly basis. Materials costs incurred by the Contractor are to be itemised separately. Total works costs are to be invoiced weekly, with each invoice including details of hours and dates worked, materials used, and completion of tasks as defined in the scope of works in this document. Progress payment or milestone payments are subject to negotiation. All work will be subject to retention payments.

4.11 RIGHT OF AUDIT

The Contractor shall keep full and proper records and all the documents relating to the transactions affecting the Works. RGRC shall have all, at all reasonable times, access to and the right to reproduce the Contractor's books, documents, correspondence, instructions, receipts, vouchers and memoranda of any description including what is stored in computers which shall be made available in legible form together with any other information (such as codes) needed for its comprehension plus access to the Contractor's staff and their records relating to the works undertaken under this contract for the purpose of auditing and verifying costs of the works and for any other reasonable purposes. The Contractor shall preserve and procure that its Sub -Contractors preserve the documents for three years after termination of the contract.

4.12 TAX INVOICES

A GST compliant tax invoice which includes the order number of the work must be attached to the purchase order when forwarding to the Project Manager for payment. The Contractor will be responsible for collecting the GST and remitting it to the Tax Office.

4.13 RATES GENERALLY

The rates Quoted are deemed to represent the full value of the work inclusive of labour, materials and waste, plant and equipment, transport, material procurement and delivery, all incidentals to complete the work (e.g. fixings, glue, sealants, gas, solder, welding rods, cutting

blades, tools, consumables, finishing materials and the like), attendance, supervision and for overheads and profit.

Where a Schedule of Rate item for Scheduled Works is defined as "Labour Only" the rate Quoted shall be inclusive of all of the above except for the purchase price and on cost of the primary material component.

4.14 PAYMENT

Generally rates quoted shall be deemed to represent the full value of the works, inclusive of plant, labour, messing, clearances, transportation, fuel, oils, maintenance, tools and all incidentals to complete the work, attendance, supervision and overheads and profit.

The principal shall pay the Contractor for work undertaken and completed:

4.14.1 Hourly labour rates

The sum ascertained by multiplying the measured quantity of each item of work actually carried out and completed pursuant to the Contract by the rate accepted for the item.

4.14.2 Mobilisation costs

The sum ascertained by multiplying the approved distance in kilometres for each mobilisation pursuant to the Contract by the rate accepted for the item plus the sum ascertained by multiplying the measured quantity of passenger travel for each mobilisation pursuant to the Contract by the rate accepted for the item. Mobilisation costs shall be inclusive of the carriage of tools and materials required to complete a purchase order. Mobilisation costs for one trip shall be shared equitably between all commercial activity undertaken by the Contractor during that trip.

4.14.3 Material Costs

RGRC will cover material costs or will provide all materials required to complete the requested work.

4.14.4 External Plant Hire Cost

The total actual plant hire cost to complete the work plus the Contractors percentage margin.

4.14.5 Remittance

Shall be within 28 days of invoice receipt, subject to negotiation.

4.14.6 Invoice Layout

The Contractor shall issue one (1) invoice for each Purchase order. The invoice shall provide the following information:

- Invoice number
- Issue date
- Purchase order number
- Allotment and Location of work
- All dates upon which work was undertaken and completed
- Number of labour hours per labourer (tradesperson, trade assistant, Apprentice or other person required to complete job specified on purchase order)
- Cost of labour
- Total number of travel kilometres allocated to the job
- Number of hours of Indigenous employment
- Cost of equipment hire associated to the Purchase order

- Cost of mobilisation associated to the Purchase order
- Cost of travel both number of kilometres and time.

4.14.7 Retention Payments

A retention payment will be hold by RGRC upon completion of the contract for a maximum period of three months at a rate specified in the specific contract conditions document, subject to negotiation by RGRC and the Contractor.

The retention payment is for the purpose of warranty and workmanship. If warranty is deemed to be claimed, the Contractor will be given Two (2) weeks to rectify the fault before another trade's contractor will be called and reimbursement sought. If work is deemed an emergency, the Contractor will be given the chance to rectify the situation (subject to negotiation) before another contractor is contacted and reimbursement is sought.

4.15 ATTENDANCE ON SITE

At all times as previously specified, the Contractor is to arrange access with the local Regional Office. No nuisance is to be created, or damage to lawns, gardens, shrubs, furniture personal property and the like. All damage shall be made good at the Contractor's expense. Any denied entry to a government building must be reported to the Project Manager.

The contractor must not bring dogs or domestic animals to a work site or to accommodation provided by Roper Gulf Regional Council.

4.16 DRESS

Employees shall be neatly dressed and clearly identifiable (company name and logo) at all times and be of a neat and tidy appearance. All employees and Sub Contractor are required to have minimum Personal Protective Equipment PPE (Singlets, thongs or sandals are not acceptable). PPE must be worn at all times whilst working in Northern Territory Government buildings.

4.17 ACCESS TO PREMISES

The Contractor is required to make his own arrangements with the local Regional Office for access or entry to premises to carry out work as shown on works orders. Responsibility for access to occupied dwellings or functional premises rests with the Contractor. Assistance will be given in regard to telephone numbers, working hours etc. and will be recorded on official orders

NOTE The copy of the works order must be signed in every instance. No works order will be accepted as completed by the Project Manager or his representative without the required signatures and dates of completion endorsed on works order as described. The amount of the invoice must correspond if the dwelling or asset is vacant when the work is carried out, the original copy is to be endorsed by the Project Manager's representative and the Contractor shall provide photographic evidence on completion

4.18 MONTHLY CONTRACTOR MEETINGS

The Project Manager or nominee may choose to hold a monthly meeting on a date to be advised to discuss compliance with the contract. The meeting will include non conformance issues, invoicing and any other information deemed necessary.

4.19 MANDATORY SITE INSPECTION

The Project Manager will do mandatory site inspection during each stage.

5. ENVIRONMENTAL MANAGEMENT

5.1 GENERAL

This section specifies the requirements for the environmental management of this project, including general environmental controls, the Environmental Management Plan, if required, heritage and cultural clearances, materials extraction approvals and specific requirements with regard to soil erosion and weed management.

5.2 RESPONSIBILITY

The Contractor is responsible for ensuring that the provisions of this section and any other environmental protection provisions in the Contract are complied with and that the requirements of any statute by-law, standard and the like related to environmental protection are observed.

5.3 STATUTORY REQUIREMENTS

GENERAL

The Contractor must comply with all relevant legislation, including but not exclusively the following Acts as applicable:

- Aboriginal Sacred Sites Act
- Bushfires Act
- Dangerous Goods Act
- Environmental Assessment Act
- Environmental Offences and Penalties Act
- Environment Protection and Biodiversity Conservation Act
- Heritage Conservation Act
- Soil Conservation and Land Utilisation Act
- Territory Parks and Wildlife Conservation Act
- Waste Management and Pollution Control Act
- Water Act
- Weeds Management Act

If the listed Acts are superseded by future legislation, the future legislation shall come into force.

REFERENCE GUIDELINES

- Managing Urban Stormwater, Soils and Construction – Vol 1, 4th Edition, Landcom
This document is available at www.landcom.nsw.gov.au
- Roads and the Environment - RGRC Road Network document published in 2004

5.4 ENVIRONMENTAL MANAGEMENT PLAN

An Environmental Management Plan is not mandatory for this project; however, the work is required to be carried out in accordance with the environmental requirements of this section.

5.5 GENERAL ENVIRONMENTAL CONTROLS

5.5.1 Submit Proposals – Hold Point

Hold Point - Submit to the Project Manager the proposal for traffic movement, temporary structures (including lamps) cleaning up (including burning off) erosion control, demolition and the like prior to any work commencing on the site.

After the Project Manager has agreed to the proposals, the Contractor will be responsible for ensuring that the agreed proposals are observed. Any changes to the agreed proposals are to be requested by the Contractor and be subject to the agreement of the Project Manager.

5.5.2 Site Control

Do not form any new tracks, alter any existing tracks, erect any camps, remove any trees or shrubs, cut any fences or water, sewer, power or telecommunications lines or perform other activities not specified or indicated on the drawings or otherwise required under the Contract without the prior approval of the Project Manager.

5.5.3 Site Clearing

Contain the extent of site clearing to the limits specified or indicated on the drawings or otherwise approved by the Project Manager. If any areas of vegetation within the limits of clearing are to be retained, fence off with temporary fencing.

In urban areas remove the cleared vegetation and other material, excluding weeds, from the site and chip and mulch for re-use off-site, as directed by the Project Manager. Dispose of unwanted mulch at a council waste disposal site and pay all fees and charges.

In rural areas cleared vegetation, excluding weeds, may be chipped for reuse as mulch on site in conjunction with environmental control measures, if suitable. Remove excess or unwanted material from the site and dispose in accordance with local authority requirements and guidelines.

5.5.4 Lighting of Fires

Do not light fires under any circumstance, without prior consent from the Project Manager. Where fires are accidentally started, it is the responsibility of the Contractor to extinguish the fires.

5.5.5 Solid, Liquid and Gaseous Contaminants

Take responsibility for the proper disposal of all solid, liquid and gaseous contaminants in accordance with the statutory and contractual requirements, including the provisions of this section. Do not dispose of liquid paint materials or other hazardous materials by flushing down any sewer, stormwater system or natural waterway.

5.5.6 Noise Control

Take all practical precautions to minimise noise resulting from the work activities. Fit all construction equipment with noise suppressors so that noise is minimised. Do not use loud hailers in built up areas. In, or near residential areas restrict working hours as appropriate and consult with affected residents and Local Government bodies prior to the commencement of work.

5.5.7 Compressor Silencing

Fit all compressor sets used in the performance of this work with effective acoustic canopies and engine exhaust silencers of a type as recommended by the compressor manufacturer. Alternatively, compressor sets specially designed for quiet operation may be used. Keep compressor sets and canopies in effective operating condition at all times. Keep any access panels in acoustic canopies closed at all times while the sets are running.

5.5.8 Jackhammer Silencing

Fit all jackhammers used in the performance of this work with effective silencers of a type as recommended by the jackhammer manufacturer. Keep all tools and silencers in first class condition at all times. Closely supervise jackhammer operators to ensure that the silencers are always in place while the tools are being used.

5.5.9 Vibration

Take reasonable action to ensure that construction works do not result in vibration causing damage adjacent to the site. If necessary use monitoring equipment to measure vibration levels in terms of the peak particle velocity in accordance with AS 2187.2.

5.5.10 Dust and water

Protect adjoining owners, residents and the public against dust, dirt and water nuisance. Use dust screens and watering to reduce the dust nuisance.

5.5.11 Air Quality

Ensure that all emissions of smoke, dust, pesticides, herbicides and other substances into the atmosphere are minimised in accordance with the Waste Management and Pollution Control Act.

5.6 COMMUNITY LIAISON

5.6.1 Notify RGRC Staff

Notify local RGRC staff about new or changed construction activities which will affect access to their properties or otherwise significantly disrupt residents or occupiers use of their premises. Such notification must be at least Five (5) working days before commencing the work affecting residents, unless the work is of an urgent nature for safety reasons and must advise of the following;

- the nature of the work
- why it is necessary
- the expected duration
- changes to arrangements for traffic or property access
- the name and 24 hour contact telephone number of the Contractor's representative who can respond to Regional Office concerns.

The Project Manager will provide a contact point for Aboriginal communities.

5.6.2 Complaints

Within one (1) working day of receiving a complaint about any environmental issue, including pollution, supply a written report to the Project Manager detailing the complaint and action taken to alleviate the problem. Keep a register of all environmental complaints and action taken.

5.7 WASTE MANAGEMENT

5.7.1 Waste Management Generally

Comply with the requirements of the Waste Management and Pollution Control Act.

Remove from the site and dispose of all waste materials, including green waste, food scraps and the like, construction waste, chemicals and effluent in an appropriate manner. Recycle waste materials where appropriate.

Handle all refuse and waste materials in a manner so as to confine the material completely and prevent dust emission.

5.7.2 Waste Management Plan

Include a Waste Management Plan in the Environmental Management Plan. The Waste Management Plan, as a minimum must address the following items:

- Identify major waste streams that will be generated during the Contract including;
 - green waste
 - construction waste, including;
 - spoil
 - demolition waste
 - asphalt or bitumen
 - concrete and metal
 - grease, oils and fuels
 - paint materials
 - office waste
 - kitchen waste
 - sewage effluent;
- For each waste stream indicate how and where the waste is to be reused, recycled, treated or disposed of.
- How the waste will be transported between the site and point of reuse, recycling, stockpiling or disposal and who will be responsible.
- Methods for monitoring the Waste Management Plan.
- Maintain records to demonstrate that all surplus materials are reused, recycled or disposed of in accordance with statutory requirements.

5.8 CULTURAL HERITAGE

5.8.1 Protect Artefacts

Should any item be encountered which is suspected to be an artefact of heritage value or any relic, artefact or material suspected of being of Aboriginal origin, cease all construction work that might affect the item and protect the item from damage or disturbance. Notify the Project Manager immediately, who will then arrange for appropriate specialists and community representatives to inspect the site.

Ensure that all personnel working on site have received training regarding their responsibilities regarding cultural heritage and are made aware of any sites/areas which must be avoided. Such sites/areas must be identified on a site map and made available to all relevant personnel during the works.

5.8.2 Heritage Listed Buildings and Sites

Ensure that Ministerial approval has been obtained before commencing any work on any heritage listed buildings or sites.

5.9 CLEARANCES

5.9.1 Terminology

Refer to the DEFINITIONS clause for explanatory notes on the terms Clearances and Clearance Authority. Clearance Authorities include the following;

- Aboriginal Areas Protection Authority
- Land Councils
- NRETAS – Office of Environment and Heritage – Environmental Assessment Branch

- NRETAS – Office of Environment and Heritage – Heritage Conservation Services
- NRETAS – Natural Resource Management
- Parks Australia
- Service Authorities.

5.10 SACRED SITES PROTECTION

5.10.1 Sacred Sites Protection Conditions

The Principal will apply for and obtain certificates under the Northern Territory Aboriginal Sacred Sites Act (NTASSA) for the proposed road works to enable the Contractor to undertake the works. Copies of Certificates are included in the specification. If the Contractor elects to work outside of the areas covered by the Certificates provided, the Contractor must apply for and obtain Certificates for those works under the NTASSA. The costs associated with obtaining Certificates are to be determined in accordance with the Regulations of the NTASSA.

Prior to work commencing the Contractor will develop a plan for the adequate protection of any identified sacred sites potentially affected by the work and consistent with the conditions attached to the Certificate. This plan may include, as the occasion requires, placing coloured tape, plastic mesh, bollards and/or temporary fencing around the sites and restriction areas. Submit the plan to the Project Manager for approval prior to its implementation. Once the Project Manager's written approval is given, the Contractor will implement the plan.

Once the protective measures are in place and prior to work commencing, the Contractor will ensure and submit in writing to the Project Manager, that the protective measures have been completed in accordance with the plan and Authority Certificates.

Prior to work commencing, the Project Manager will conduct a protection of sacred sites briefing session for all on-site employees and on-site Sub -Contractors regarding the protection of the sites during construction. The conditions applying to the protection of the sites will be reinforced, as will the principle that responsibility for the restoration of any damage to these sites rests with the Contractor. The Aboriginal Areas protection Authority (AAPA) will be given the opportunity to attend such briefings. The Principal will bear the cost of the AAPA expenses associated with attending the meeting. The Contractor will ensure that all relevant documentation, including work plans, clearly show all sites and restricted areas identified on the Certificate. The Contractor will be responsible for any failure to comply with the conditions of the AAPA Certificate in accordance with the Breach of Sacred Site Protection Conditions clauses.

5.10.2 Breach of Sacred Site Protection Conditions

If AAPA notifies the Project Manager that a Certificate condition applying to the protection of a sacred site has allegedly been breached, the Project Manager will instruct the Contractor to stop work in the near vicinity of the affected site or to undertake essential works to maintain public access then stop work until the Project Manager is advised by the AAPA that the breach has been resolved and the Project Manager issues an instruction to advise work can recommence.

The Project Manager will arrange for a meeting between custodians, the Contractor and AAPA to be held for the following purposes:

- To view the affected site;
- To discuss when work might resume in the vicinity of the sacred site; and
- Agree to any restorative measures that may be needed.

Following this meeting occurring, the Project Manager will document and issue a letter to all parties specifying the restorative measures, if any, which have been agreed upon at the meeting referred to above and which are to be implemented together with a timetable for

implementation. All parties will respond to the letter to confirm agreement, and then the Project Manager will instruct the Contractor on the restorative measures, if any, to be undertaken.

The Contractor will meet the reasonable costs of:

- AAPA representatives and the custodians to attend the site meeting in accordance with Clause 19G of the Northern Territory Aboriginal Sacred Sites Act 1989 (NTASSA) and Regulation 8 of the Northern Territory Aboriginal Sacred Sites Regulations, Regulation 6 Guidelines as to Charges that may apply for non-standard Application or Conference;
- Any restorative measures agreed upon between AAPA and the custodians; and
- Any costs of the Principal.

A breach of the conditions will be a factor taken into account in the Contractor's Performance Report rating for "Contract Relations/Administration" and "Environmental Protection" in the awarding of future contracts by the Northern Territory, and will also influence future rating by Contractor Accreditation Ltd. AAPA will independently investigate whether a prosecution should also be pursued under the NTASSA.

5.10.3 Compliance with Clearances and Permits

Comply with the requirements of any clearances or permits, whether obtained by the Contractor or obtained by the Principal for the particular work and ensure the protection of the sites from interference.

5.11 CONTROL OF DEFECTS

Provide details of procedures employed to ensure that defective material or work is not used on the project. Develop a Performa for use in recording details of defects and the remedial action taken.