SECTION 161 - BITUMINOUS SURFACING AND COLD PLANING - GENERAL

##This section cross-references Sections 167 and 168.

If any of the above sections are relevant, they should be included in the specification.

If any of the above sections are not included in the specification, all references to those sections should be struck out, ensuring that the remaining text is still coherent:

PART A - QUALITY MANAGEMENT SYSTEM

PART B - INDUSTRIAL

PART C - SITE

PART D - ENVIRONMENTAL MANAGEMENT

PART E - PROGRAM AND PROGRESS

PART F - SITE AND EXECUTION OF WORK

PART G - OFF‑SITE

PART H - INSURANCE AND INCIDENT REPORTING

**PART A - QUALITY MANAGEMENT SYSTEM**

161. A1 THE QUALITY MANAGEMENT SYSTEM

The Contractor shall plan, develop and maintain a documented quality management system in accordance with this Specification and with Australian Standard AS/NZS ISO 9001 ‘Quality management systems – Requirements’ except for requirements of Clause 7.3 Design and Development.

The quality management system shall cover all work under the Contract.

161. A2 HOLD POINTS

**Definition:** Those points beyond which the work may not proceed without review by the Superintendent.

Hold points are identified in the specification by the letters **HP** in the left margin and by bold text print or arise from non‑conformances.

The review by the Superintendent of a hold point will not relieve the Contractor of responsibility for satisfactory execution or performance of the work.

The Superintendent must be given reasonable notice of intended release of each Hold Point and may nominate persons to attend the release of each Hold Point. Unless otherwise specified or agreed by the Superintendent, reasonable notice means at least 2 Business days.

Text which is bolded but not identified by the letters **HP** in the left margin is not a Hold Point. These are specified obligations on the Contractor requiring the review or approval of the Superintendent. They are bolded for ease of identification.

161. A3 QUALITY MANAGEMENT SYSTEM DOCUMENTS

Further to the General Conditions of Contract, the Contractor shall submit for consideration by the Superintendent the following:

\*\*\* (a) a controlled copy of the contract specific quality plan within ##: weeks of the date of acceptance of the tender, i.e. a document setting out the specific quality practices, resources, activities and responsibilities relevant to the Contract;

(b) specific quality procedures/descriptions relating to the work not less than 14 days prior to the commencement of that work. However for works proposed at the commencement of the Contract for which 14 days is not possible, a period of 4 working days will be accepted.

Unless otherwise specified quality plans are not required for annual supply contracts.

161. A4 ADDITIONAL QUALITY MANAGEMENT SYSTEM REQUIREMENTS

The Contractor shall comply with the specified Australian Standard for quality management systems. In addition the following requirements shall be satisfied:

(a) For AS/NZS ISO 9001

 (i) Identification: the Contractor shall identify all test results with the precise locations to which they relate.

 (ii) Traceability: traceability is not required unless otherwise specified.

 (iii) Testing: the frequency of testing shall be adequate to demonstrate compliance with the Specification. In some instances the minimum frequency of testing is covered in the Specification.

 (iv) Special Processes: notwithstanding any special processes which may be identified by the Contractor, special processes shall include the processes in Table 161.A41.

**\*\*\* Table 161.A41 Special Processes**

|  |
| --- |
| **SPECIAL PROCESSES** |
| ##: |
|  |
|  |
|  |
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|  |

(b) Non‑conformance

 All non‑conformances, where the disposition of the non‑conformance violates the contractual requirements, are to be promptly reported to the Superintendent for agreement via non‑conformance reports. Such non‑conformances automatically create hold points.

 Further, all non‑conformance reports shall include:

 (i) the cause of the non‑conformance;

 (ii) the proposed method of rectifying the non‑conformance; and

 (iii) the proposed changes made to the work procedures to prevent a recurrence.

(c) Audits

 Audits carried out by the Contractor to comply with the requirements of the relevant quality management system standard shall be conducted by a qualified auditor in accordance with AS/NZS ISO 19011 ‘Guidelines for auditing management systems’.

(d) Defects

 Prior to completion of the Works and for the duration of the Defects Liability Period the Contractor must maintain a register for monitoring the rectification of any Defects:

* recorded in the process of closure of Work Packages; or
* identified by the Contractor or notified by the Principal or Superintendent after closure of the respective Work Packages.

Records of Defects must not be deleted from the Defects Register.

The Defects Register must:

 • identify the Asset Component to which the Defect relates;

 • include sufficient detail to enable the Defect to be readily located;

 • identify any Defects proposed to be accepted by the Principal and include

 references to any correspondence between the parties in respect of such

 Defects;

 • show details of the proposed rectification plan;

 • record when the Defect is rectified and when the Defect is closed.

A Defect must not be closed in the Defects Register unless:

 • the rectification plan has been accepted in writing by the Principal;

 • a nominated Quality Assurance Verifier has physically inspected the rectification

 works and verified compliance with the rectification plan; and

 • a nominated Quality Assurance Verifier has authorised closure of the Defect; or

 • the Defect has been accepted in writing by the Principal.

161. A5 RECORDS

The Contractor must establish records management procedures and systems that will ensure that:

• the design and construction records, including records for works undertaken by subcontractors, are integrated within a system managed by the Contractor;

• the Principal and the Superintendent have convenient on-line access (electronic documents accessible via the internet) to the design and construction records; and.

• design and construction records are recorded progressively and promptly in the system to show, as far as reasonably practicable, the current status of the Works.

The Contractor shall make all records pertaining to the Contract available to the Superintendent at all times. Where requested by the Superintendent, the Contractor shall provide the Superintendent with a copy of records.

Within 4 weeks of the Date of Practical Completion, and before issue of the Final Certificate whichever is earlier, the Contractor shall make available a register of all records held. The Contractor shall provide the Superintendent with a copy of such records, or part thereof, as requested.

Within 12 weeks of the Date of Practical Completion, and before issue of the Final Certificate whichever is earlier, the Contractor shall provide as‑constructed drawings, in accordance with the following requirements:

\*\*\* (a) ##: as‑constructed drawings with departures clearly marked, shall show the Works as constructed;

\*\*\* (b) ##:the location of services within the limits of the work shall be clearly marked.

## (this is not practical for sprayed sealing and asphalt resurfacing contracts - it really applies to new pavement constructions, and bridge works):

161. A6 SURVEILLANCE AND AUDITS BY SUPERINTENDENT

The Superintendent will arrange surveillance and audits to ensure that the Contractor is complying with the Quality and Environmental Management System/Plan.

The Contractor shall, upon being given reasonable notice by the Superintendent, make or arrange to be available all facilities, documentation, records and personnel, including those of any sub‑contractors, that are reasonably required for the audit or surveillance to be undertaken.

Notwithstanding that The Principal may have previously undertaken audits of a sub‑contractor's quality management system in connection with other work, the Contractor shall include the operations of all such sub‑contractors in the Contract quality plan and shall fulfil all the quality obligations of the Contract.

The Superintendent will carry out audit and surveillance of the work of all sub‑contractors as it sees fit, in the same way that it may carry out audit and surveillance of all work done and materials supplied by the Contractor. The Superintendent may for this purpose have recourse to audit and surveillance carried out for other contracts. Copies of any such audit and surveillance reports used by the Superintendent will be provided to the Contractor.

**PART B - INDUSTRIAL**

161. B1 RATES OF PAY AND CONDITIONS OF EMPLOYMENT

The Contractor shall comply with all relevant industrial legislation including industrial awards to which the Contractor is bound, any certified agreements and/or enterprise flexibility agreements to which the Contractor is party.

The contract sum will be deemed to include the cost of all wages and other costs arising from the requirements of the awards, certified agreements and enterprise flexibility agreements to which it is bound, and no adjustment will be made to the contract on account of such requirements or any new matter introduced into an award, or any certified agreement or enterprise flexibility agreement except if otherwise provided for in the contract.

Persons below the Victorian statutory minimum school leaving age shall not be employed on works under the Contract.

161. B2 WORK BANS AND LIMITATIONS

The Contractor shall keep the Superintendent informed concerning any industrial matter which could affect the progress of the work under the Contract.

The Contractor shall inform the Superintendent immediately if bans are applied to the work under the Contract or if work under the Contract ceases due to industrial action and shall also inform the Superintendent of measures being taken to resolve such action.

The Contractor shall make no claim against VicRoads for any costs, loss, expense or damage arising from any industrial action resulting in a strike, work stoppage, work ban or work limitations of any kind.

The Superintendent may grant an extension of time for completion pursuant to the General Conditions of Contract for lost time arising from industrial action outside the control of the Contractor.

**PART C - SITE**

161. C1 POSSESSION OF SITE AND COMMENCEMENT OF WORK

(a) Commencement and Completion of Work

 **The Contractor shall not commence work on site before objective evidence to the existence of public liability and WorkSafe insurance conforming with the requirements of the General Conditions of Contract has been provided to the Superintendent, and the Health and Safety Co-ordination Plan as required by Section 168 has been submitted to the Superintendent for review.**

 Any delays in commencement of work caused by this requirement will not be grounds for an extension of time for completion of the Works or any part thereof, nor shall it form the basis of any claim for additional payment.

 The Superintendent will consult with the Contractor to establish the date of commencement of the work, or separable part of the work, and will confirm in writing the date so agreed. If agreement as to the date of commencement cannot be reached, the Superintendent will fix the date and notify the Contractor in writing.

 Separable parts of the Works, if any, specified in sub‑Clause 161.C5 (a) shall be completed within the number of weeks or consecutive working days specified in sub‑Clause 161.C5 (a) from the respective dates of commencement notified in writing to the Contractor.

(b) Possession of Site Under Traffic

 When work is to be undertaken on a road open to traffic, the Contractor will be given possession of all or part of the carriageway during such portions of the day as are specified in sub‑Clause 161.C5 (b). The remainder of the carriageway shall remain clear of obstruction to traffic.

 Where a width of possession is shown in sub‑Clause 161.C5 (b) such width shall be measured between the traffic faces of barriers or between the pavement edge and the traffic face of any barriers placed.

 Where the Contractor is given possession of the full width of the carriageway, traffic may be diverted only between the hours indicated in sub‑Clause 161.C5 (b) in accordance with the requirements of Section 166.

161. C2 HIGH VISIBILITY JACKETS

All personnel, including supervisors, surveyors, labourers and plant operators, shall wear high visibility clothing in accordance with the requirements of the Worksite Safety – Traffic Management Code of Practice at all times.

161. C3 CONTRACTOR'S REPRESENTATIVES

On commencement of work, the Contractor shall advise the Superintendent in writing of the names, addresses and telephone numbers of employees who can be contacted in an emergency and out of hours under the Contract. Any proposed changes of representatives, addresses or telephone numbers shall be notified promptly to the Superintendent and confirmed in writing to the Superintendent.

161. C4 SITE CLEANUP

Environmental control measures shall be maintained in working order for the duration of the works. At the completion of the Contract, any environmental controls installed will remain the property of the Contractor and shall be removed from the Site.

161. C5 SCHEDULE OF DETAILS

(a) Commencement and completion of separable parts of the Works

\*\*\*

|  |  |  |
| --- | --- | --- |
| Separable Part | Location | No. of weeks/days for completion |
| A | ##: |  |
| B |  |  |
| C |  |  |
| D |  |  |

(b) Possession of site

\*\*\*

|  |  |  |
| --- | --- | --- |
| Location | Width | Hours |
| ##: |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**PART D - ENVIRONMENTAL MANAGEMENT**

161.D1 ENVIRONMENTAL MANAGEMENT PLANS

The Contractor shall be responsible for the preparation, implementation and other arrangements associated with the Environmental Management Plan (EMP).

The EMP shall include, as a minimum, the following:

(a) Environmental Aspects - an assessment of all environmental aspects that could be impacted on the environment, including but not limited to matters covered in this specification, including 161.D1 (e), with reference to *EPA Publication 880 - Guideline for Environmental Management: Spraying Bituminous Materials*.

(b) Legal and other requirements - details of approvals, licences and permits necessary to meet statutory requirements.

(c) Resources, roles, responsibility and authority - details of staff involved in the approval, implementation and review of the EMP.

(d) Competence, training and awareness - an induction and training plan to ensure that all site personnel (including subcontractors) understand the EMP and are aware how the EMP is to be implemented in relation to the works, including any possible emergency response procedures.

(e) Operational Control - EMP shall document environmental procedures to manage all identified impacts and environmental protection requirements, including any permits. These procedures may include but are not limited to:

 • water quality and monitoring (including loss of bitumen or runoff during or after rain leading to water pollution, aggregate entering stormwater pits, kerb and channel);

 • air quality (including odour and other emissions from bitumen);

 • bitumen overspray and drift especially in marked areas of roadside significance;

 • materials and resource use (including use and care of stacksites, treatment of hazardous chemicals and petroleum spills);

 • preservation of habitat and parking vehicles or plant in roadway reserves;

 • waste management (including raised reflective pavement markers, petroleum wastes); and

 • weed management and plant hygiene.

 These procedures may include inspection and test plans and checklists. The location of environmental controls should be documented on a site plan. The procedures should consider the environmental risk, objectives, targets, control measures, maintenance (if appropriate), monitoring and measurement (if required) and contact information.

(f) Emergency preparedness and response - an emergency response procedure shall include, but is not limited to, processes for managing any environmental emergency on-site, including spillage of bitumen and fuels and shall include responses such as contacting emergency services, relevant stakeholders and clean-up of the site. The Contractor shall also detail its program for training its staff in its ‘Emergency Preparedness and Response’ procedures.

(g) Nonconformity, environmental incidents and corrective and preventative action procedures.

(h) Audit - a documented process for audit of the EMP including the on-site environmental protection measures.

(i) Review and continual improvement - a procedure for review and continual improvement of the Environmental Management Plan.

**HP The Contractor shall submit to the Superintendent for review an Environmental Management Plan not less than 2 weeks prior to the commencement. Work shall not commence until:**

• **the Superintendent is satisfied that the Plan meets the requirements of this specification; and**

• **the controls detailed in the Plan are implemented; and**

• **the Superintendent has authorised release of the Hold Point.**

**PART E - PROGRAM AND PROGRESS**

161. E1 REVIEW OF PROGRESS

If at any time the Superintendent considers that the rate of progress is insufficient to ensure completion of the whole or any separable part of the Works by the relevant Date for Practical Completion, the Superintendent may direct the Contractor to submit within 7 days written details of the intended procedure for the execution of the remainder of the work under the Contract.

1. Updating and Reporting on Construction Program

The Contractor shall maintain a complete record of the construction program and its changes on CD/DVD and in hardcopy, throughout the contract.

* 1. The Contractor shall submit to the Superintendent updated construction

programs:

 1. at intervals not exceeding 3 months during the Contract; or

 2. within 10 business days of any change to the critical path for the Works

 or any separable part of the Works.

3. within 5 business days of a request to do so from the Superintendent including, if applicable, an explanation in writing of delays in execution of the work under the Contract in comparison with the construction program.

(ii) Updated construction programs shall provide the same level of detail as the original Construction Program and shall:

1. show the ‘as‑constructed’ program in respect of all work carried out to the time of updating;

2. be accompanied by a statement of the reasons for any changes from the previously submitted Construction Program;

3. incorporate all extensions of time which have previously been granted or allowed up to that time by the Superintendent pursuant to sub‑clause 35.45 of the General Conditions of Contract;

4. be accompanied by a statement of any claims for extensions of time which have previously been notified by the Contractor in accordance with sub‑clause 35.45 of the General Conditions of Contract in respect of which the Superintendent is yet to determine.

(iii) Any updated construction program submitted in accordance with (i) above shall be reviewed by the Superintendent on the basis set out in item (c) above.

1. Rate of Progress

Where the Superintendent at any time considers that the rate of progress is insufficient to ensure completion of the Works or any separable part of the Works by the relevant Date for Practical Completion, the Superintendent may direct the Contractor to submit within 10 business days written details of the intended procedure for the execution of the remainder of the work under the Contract.

1. Failure to Submit Construction Program

Where the Contract requires the Contractor to provide to the Superintendent a Construction Program, no payment will be made to the Contractor until the Contractor has furnished to the Superintendent a Construction Program that accords with the requirements of the Contract.

161. E2 ADVERSE WEATHER CONDITIONS

Time lost due to adverse weather conditions is defined for the purpose of this Contract as time lost due to wet weather, fog, excessively hot, excessively cold and/or dangerously windy conditions and to the effects of these adverse weather conditions, e.g. wet site conditions following rain.

The Contract period includes the following allowance for time lost due to adverse weather conditions:

##(insert number of working days where applicable and strikethrough inapplicable alternatives):

\*\*\* Whole of Works - ##: ‘working’ days

\*\*\* Separable part A - ##: ‘working’ days

\*\*\* Separable part B - ##: ‘working’ days

\*\*\* Separable part C - ##: ‘working’ days

\*\*\* Separable part D - ##: ‘working’ days

\*\*\* This allowance is based on an 8 hour working day, 5 day working week and ##:includes / does not include allowance for periods when works are suspended due to adverse weather. This allowance is for administrative purposes only and is not to be construed as the actual time lost due to adverse weather conditions likely to be encountered during the Contract. The Contractor is deemed to have made all necessary inquiries as to adverse weather in accordance with the General Conditions of Contract.

The Contractor's site representative shall notify the Superintendent immediately of any time lost due to adverse weather conditions and shall confirm such notification in writing within 7 days. This confirmation shall provide details of the nature and extent of delays and the construction activities affected. The Superintendent, if satisfied that the Contractor has taken reasonable steps to minimize the period of delay, will certify at the end of each month an appropriate period of time lost and will issue to the Contractor a monthly summary of certified time lost. The maximum period of time which will be certified on any working day will be 8 hours.

Where the Contractor is required to provide a construction program, only delays affecting critical activities will be considered as time lost due to adverse weather conditions.

If the total period of time certified exceeds the total allowance for the Whole of Works or applicable Separable Part of Works specified above, the Superintendent will, in accordance with the General Conditions of Contract, grant an extension of time for completion of the Whole of Works or applicable Separable Part of Works on the basis of 1 working day for each 8 hours of certified time in excess of the allowance. No extension of time will be granted until the total excess period equals 8 hours or a multiple thereof. Periods of less than 8 hours duration shall accrue to form part of any subsequent extension of time.

No additional costs arising from extensions of time granted due to excess adverse weather will be made.

161. E3 WORKING HOURS

**Before commencing work under the Contract, the Contractor shall advise the Superintendent, in writing, the working hours proposed for the execution of the work under the Contract.**

Further to the provisions of the General Conditions of Contract:

(a) no work shall be carried out between Good Friday and Easter Monday inclusive, on any Sunday, public holiday, or during the Christmas to New Year periods;

(b) no work shall be carried out on the site outside the period between 7am or sunrise, whichever is the later, and 6pm or sunset, whichever is the earlier;

unless otherwise specified or approved by the Superintendent.

Notwithstanding the provisions of the General Conditions of Contract and the provisions of this clause, work may be carried out on Saturdays and/or Sundays if specified or approved by the Superintendent or, if directed by the Superintendent and the tender includes surcharge rates for Saturday and Sunday work. If no item for a surcharge has been provided in the Schedule of Rates and the Superintendent has directed Saturday or Sunday work the Superintendent will value the work in accordance with the provisions of the General Conditions of Contract.

**PART F - SITE AND EXECUTION OF WORK**

161. F1 CO‑OPERATION

Department of State Growth reserves the right to perform work or award other contracts for work on or adjacent to the site. The Contractor shall co‑operate with all other contractors and other work forces so as to avoid delay or hindrance to their work and to ensure that all work is performed expeditiously.

161. F2 EXAMINATION AND TESTING OF MATERIALS AND WORK

(a) General

 The Contractor shall be responsible for carrying out all examination and testing of materials and work under the Contract in accordance with the requirements of the specification.

 Unless otherwise specified, materials and workmanship shall comply with the relevant standard of the Standards Association of Australia.

(b) Allowance for Testing in Construction Program

 The Contractor shall make allowance in the construction program for the time necessary to arrange for and to carry out examination and testing of materials and work.

(c) Notification

 Where inspection of materials or work by the Superintendent or his representative is specified as a hold point, or where a hold point is created by a nonconformance, at least 24 hours notice of testing and/or inspection shall be given to the Superintendent.

(d) Tests

 Unless otherwise specified, all tests and sampling shall be undertaken in accordance with the appropriate VicRoads codes of practice and applicable test methods as current at the time of performance of the tests. Unless otherwise specified, all tests shall be conducted by experienced testing officers in a laboratory accredited by the National Association of Testing Authorities (NATA) for the test methods used under the Contract and all tests shall be endorsed in accordance with the NATA registration for that laboratory.

 Lists of current VicRoads codes of practice are available online at the VicRoads website [www.vicroads.vic.gov.au](http://www.vicroads.vic.gov.au).

 All construction materials sampling shall be undertaken by personnel from a NATA laboratory accredited for the appropriate sampling methods.

(e) Test Results

 The Contractor shall submit to the Superintendent a monthly summary, or if requested by the Superintendent a weekly summary, of testing undertaken. The summary shall include details of all tests undertaken, the result of each test and sufficient additional information to demonstrate that the specified minimum frequency of testing is being complied with.

 The summary of test results shall be submitted to the Superintendent by the second day of the week following the relevant period.

(f) Calibration

 All test equipment used for tests, carried out in accordance with Clause 161.F2(d) above, shall be calibrated by a laboratory accredited by NATA for the particular calibration method.

**PART G - OFF‑SITE‑**

161. G1 COMMUNITY LIAISON ##(strikethrough if not required):

Where the work under the Contract may cause disruption, annoyance or inconvenience to stakeholders (including residents, businesses and travelling public), the Contractor shall be responsible for all aspects of stakeholder consultation and advice to the public.

Such advice shall include reasonable notice to support a high level of community awareness prior to particular events/activities that will affect stakeholders, responding to any queries and resolution of issues during particular events/activities, and post-implementation advice to respond to any queries and resolve difficulties.

The Contractor must identify how they will communicate with stakeholders and include consideration of:

protocols for liaising with all stakeholders, including emergency services and the media

who should be consulted/informed (stakeholder categories)

why they should be consulted/informed (stakeholder interest and/or influence)

what should be communicated (key messages)

when it should be communicated (timing)

how it should be communicated (communication tools and pathways)

protocols for dealing with public complaints and feedback.

The Contractor shall not issue any public information concerning the project, including publications, documents and/or social media content, in any media without prior approval of the Superintendent, which shall not unreasonably be withheld.

The Contractor shall provide to the Superintendent a copy of any material intended for public distribution about the project with at least 10 days’ notice prior to the intended distribution date.

The Contractor shall immediately refer to the Superintendent all enquiries concerning the project from any media.

The Contractor shall provide the Superintendent with a minimum 10 days’ notice of any request to work outside approved normal working hours.

The Contractor shall maintain and submit to the Superintendent on a monthly basis a Communications Register of all public, media and other stakeholder complaints and enquiries made directly to the Contractor in relation to the contract.

The Contractor shall maintain a customer (public) point of contact name and phone number and submit this to the Superintendent at least 10 days prior to any works commencing.

The Contractor shall not be required to answer questions/issues/concerns that relate to the rationale for the project, the Scope of Work provided for under the Contract, or other project issues not within the Contractor's control. Such matters shall be recorded and advised to the Superintendent.

The Contractor shall immediately advise the Superintendent of any media enquiries or unannounced site visits by media, councilors or politicians. The Contractor shall direct all media enquiries to the Superintendent.

161. G2 USE AND CARE OF ROADS

The Contractor shall be responsible for repair of damage caused to any roads, bridges or other structures by transporting material under the Contract. The Contractor is advised that VicRoads and municipal councils have power under their respective Acts to recover the cost of repair of damage to roads. If requested by the Superintendent, the Contractor shall submit clearances from municipal and other authorities concerned before the Final Certificate is issued. In respect of repair of damage to roads, the Contractor will be deemed when tendering:

(a) to have inspected the roads used for transport;

(b) to have acquired, by consultation with the municipal or other authorities concerned, knowledge of the roads and any existing or likely restrictions upon their use which could affect the transport proposals;

(c) to have assessed the possibility and extent of any damage to the roads which may be caused by transport under the Contract;

(d) to have made due allowance for the effects of such restrictions and for the cost of rectification of such damage in accordance with the requirements of the authorities concerned.

161. G2 FAILURE TO LODGE SECURITY DEPOSIT AND RETURN OF EXECUTED CONTRACT DOCUMENTS

No contract payments will be made until the Contract security (if any) has been lodged with the Corporation. Payment will also be withheld where signed Contract documents have not been returned within 10 business days of being issued by the Corporation.

161. G3 SECURITY ##(for shells for Minor works strikethrough the entire text of this clause):

Further to Clause 5 of the General Conditions of Contract, the Contractor shall provide performance security as either:

(a) 5% of Contract Sum; or

(b) 2.5% of Contract Sum plus retention of 5% of each progress payment up to a maximum of 2.5% of the Contract Sum;

as indicated in Schedule 1.

Where Schedule 1 does not indicate which option is to apply then (a) shall apply to this Contract.

**PART H ‑ INSURANCE AND INCIDENT REPORTING‑**

PART H ‑ INSURANCE AND INCIDENT REPORTING

The Contractor shall comply with all insurance requirements contained in the General Conditions of Contract including any Annexures.

161. H1 INCIDENT REPORTING

The Contractor shall implement and maintain an Incident Reporting System for the duration of the Contract. The Contractor shall enter, into the Incident Reporting System, details of all incidents (including ‘near incidents’) arising from or relating to the work under the Contract, or on or adjacent to the site, during the Contract term, which may, or could, have resulted in claims for personal injury or property damage to third parties.

The Incident Reporting System shall record all incidents in respect of which any third party may claim. This shall include any possible claim for personal injury and all damage to property in excess of $10,000.

The Incident Reporting System shall also record details of notes, records and photographs or any other evidence relating to any incident.

The Incident Reporting System shall also record details of any injury or damage caused by registered motor vehicles.

161. H2 REPORTABLE INCIDENTS

Upon the happening of any Incident likely to give rise to a claim under any insurance policy effected by the Principal, the Contractor shall give notice thereof the Superintendent, as soon as possible. Without prejudice to the generality of the obligation to report Incidents, the Contractor shall notify in accordance with this cause all Incidents that involve:

(a) personal injury (unless trivial)

(b) minors (< 18 years old)

(c) serious near misses

(d) triggering a ‘sixth sense’ of a dangerous situation

(e) damage to a third party’s property which is likely to exceed $10,000

(f) OH&S claims, where the actions of one worker could be said to have caused injury.

161. H3 ACTIONS IN RESPECT OF INCIDENTS

The Contractor shall take immediate steps to minimise the extent of personal injury or property damage arising from an Incident. The Contractor shall take careful note of the evidence surrounding the Incident, including notes or reports of the facts relating thereto and photographs.

The Contractor shall, as soon as practicable, inform the Principal in writing of any Incident that may give rise to a claim under an insurance policy effected as required by any of the insurance clauses under the General Conditions of Contract and shall ensure that the Superintendent is kept fully informed of the Incident, the subsequent action and developments concerning the claim.

The Contractor shall take such steps as are necessary or appropriate to ensure that a sub-contractor shall, in respect to an event or claim of a like nature arising out of or relating to the operations or responsibilities of the sub-contractor, take in relation to the Superintendent the like action to that which the Contractor is required to take under this clause.

Where the Incident is reportable to the Principal’s Insurer under its Policy, the Contractor shall, at its own expense, in accordance with Policy conditions:(a) notify the Principal’s Insurer immediately -

 (1) by telephone if the matter is sufficiently serious to alert the Principal’s Insurer and seek advice

 (2) in writing, with a copy to the Superintendent

 and preserve any evidence, such as notes or photographs;

(b) send to the Principal’s Insurer immediately upon receipt any letter of demand, writ, claim, summons or proceedings or other like documentation;

(c) co‑operate at its own cost with the Principal’s Insurer in the investigation and defence of claims, including attendance at court if required.

161. H4 MONTHLY REPORTING

The Contractor shall report monthly to the Superintendent on all incidents included in the Incident Reporting System, including details of which matters have been reported to the Principal’s Insurer (together with the date of such report) and the status of resolution of each Incident.

161. H5 AUDITING OF INCIDENT REPORTING SYSTEM

The Contractor shall permit the Superintendent, staff of the Principal’s Insurer, its auditors or any other auditors approved by the Superintendent to access and audit the Incident Reporting System and any documentation associated with claims or relating to Incidents or near Incidents and to take copies of any documents associated with claims or relating to the Incidents.

161. H6 GENERAL

The effecting of insurance as required by the insurance clauses in this contract shall not in any way limit or derogate from the liabilities or obligations of the Contractor in performing its work under the Contract.