

PART M5**TRANSITION IN / TRANSITION OUT****CONTENTS**

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1. MOBILISATION PERIOD

The Mobilisation Period is the time between execution of the Contract and the commencement of Maintenance Services by the Contractor.

Within 28 days of the commencement of the Mobilisation Period the Contractor must develop a Transition In Plan that demonstrates how the Contractor will mobilise to be able to meet its obligations under the Contract at commencement of the Maintenance Period. The Transition In Plan must include details of any agreements to be negotiated with the Principal for transfer or sale of spares, plant, tools and use of the Principal's depot facilities.

Prior to the commencement of the Maintenance Period during the Mobilisation Period, the Contractor shall have:

- a) implemented the Transition In Plan;
- b) established equipped office/s and/or depots and communication systems and provided details to the Superintendent;
- c) sourced sufficient plant and resources to be able to commence the Works under the Contract;
- d) established a minimum inventory of spares, critical spares, specialised tools and equipment to be able to undertake maintenance of all assets and their components in accordance with the Maintenance Specifications;
- e) established commercial arrangements with suppliers and subcontractors for the provision of sufficient services, equipment, spare parts etc. to be able to commence maintenance of all assets and their components in accordance with the Maintenance Specifications;
- f) developed and agreed all processes and protocols required by the TMC for access to the road network and road corridor assets;
- g) identified and provided all required qualifications and accreditations required to undertake the Works;
- h) provided all office and/or depot facilities required by the Principal vide Clause 2;
- i) provided a list of emergency contact telephone numbers to the Superintendent;
- j) provided Maintenance Programs and Works Programs vide Part M6 "Data, Reporting and Governance";
- k) developed and agreed a proforma for payment claims;
- l) provided a controlled copy of all approved Management Plans vide Part M6 "Data, Reporting and Governance";
- m) provided an Environmental Audit Schedule vide Part M7 "Environmental Management";
- n) provided details and locations of licensed waste depots proposed for waste management use;

- o) completed traffic management training vide Part PC-SM1 "Traffic and Pedestrian Management";
- p) completed environmental training vide Part M7 "Environmental Management";
- q) completed "Level One Bridge Inspection" training vide Part M4 "Inspections";
- r) set up and populated Principal-supplied Asset Register data into the Contractor's Information System(s) conforming to the requirements of Part M18 "Asset Data Collection";
- s) undertaken a Network Inspection, compiled and submitted an updated and approved MDR to the Superintendent vide Clause 6.1; and
- t) identified and submitted to the Superintendent an approved (correctly formatted) MDR containing any Defects that have reached CIL prior to the commencement of the Maintenance Period (**Backlog**).

Provision of records demonstrating compliance with this Clause shall constitute a **HOLD POINT**.

The inspection requirements during the Mobilisation Period are detailed in Clause 6.

2. CONTRACTOR'S DEPOTS AND PRINCIPAL'S REQUIREMENTS

If "Establishment Charges" is included in a payment schedule, this payment item is deemed to include establishment of all site buildings and depots, transport of major items of plant to the site, demobilisation and site clean-up.

The operation and maintenance of site buildings, depots and all and associated costs are deemed to be included in on-site overheads.

The Principal may have accommodation requirements co-located within the Contractor's depot(s). Any such requirements will be negotiated during the Mobilisation Period.

3. MAINTENANCE PERIOD

The Maintenance Period shall commence at the end of the Mobilisation Period and shall end at the conclusion of the Maintenance Contract. From the date of the commencement of the Maintenance Period, the Contractor is responsible for providing all Services under the Contract including provision of Emergency Response and rectifying all defects designated as Routine Maintenance, including the repair of all existing Routine Maintenance Defects that have not reached CIL.

The Contractor's first payment claim for Routine Maintenance shall not be made until one month after the date of the commencement of the Maintenance Period.

4. VERIFICATION PERIOD

At the commencement of, but during, the Maintenance Period, there shall be a Verification Period. The duration and scope of items within the Verification Period is detailed in the Contract schedule.

During the Verification Period the Principal may provide relief from any abatement regime within the Contract Performance Framework. During the Verification Period all Asset Inspections must be undertaken and Asset Register data collected and verified and provided to the Superintendent.

5. TRANSITION OUT PERIOD

At the conclusion of and during the last five (5) months of the Maintenance Period there shall be a Transition Out Period.

Prior to the commencement of the Transition Out Period, the Contractor must develop an approved Transition Out Plan. Approval of the Transition Out Plan shall constitute a **HOLD POINT**.

The Contractor must provide suitable, experienced, and dedicated person(s) to act as the primary interface between the Contractor and the Principal and/or its nominees throughout the Transition Out

Period and to meet its obligations under this Part and to ensure the uninterrupted provision of the Works and Services.

Prior to the conclusion of the Transition Out Period, the Contractor shall have:

- a) implemented the Transition Out Plan;
- b) completed the delivery of Services under any ARWP and MCWP unless otherwise agreed with the Superintendent;
- c) completed all induction and training requirements of all personnel nominated by DPTI to be able to take over all maintenance services;
- d) provided access to all records relating to the management and maintenance of the network assets to the Principal and/or its nominees including a full list of all current and updated Contract Specific Requirements;
- e) defined, developed and provided a list of critical spares, rotatable spares and special tools for transfer at the conclusion of the Maintenance Period;
- f) transferred all warranties and guarantees to the Principal or its nominees;
- g) transferred all maintenance and asset data recorded during the Maintenance Period;
- h) provided details of all current third party defects liability periods in effect for Works by Others;
- i) provided details of all Stakeholder Engagement records, open actions and interface arrangements with Stakeholders; and
- j) removed from site and made good any materials, plant or temporary facilities used in the performance of the contract, including any Principal's site that has been made available to the Contractor such as depots.

Mobilisation, Verification and Transition Out Periods, with the associated Management Plans and requirements, may be applied to any Activities or Assets added to or removed from the scope of the Contract during the Maintenance Period, to the extent relevant for the addition or removal of that Activity or Asset.

6. INITIAL AND COMPLETION INSPECTIONS

6.1 Network Inspections

In addition to the requirements of Part M4 "Inspections", The Contractor shall undertake Network Inspections as follows:

- a) during the Mobilisation Period to establish the Maintenance Defect Register; and
- b) within three (3) months prior to the conclusion of the Maintenance Period.

Initial and completion Network Inspections are deemed to be included in Establishment Charges.

6.2 Asset Inspections

Notwithstanding the inspection intervals shown in Table M4.1 the first Asset Inspection of all asset types shall occur within the Verification Period.

6.3 Sign Inspections

The Contractor shall measure (audit) the retro reflectivity of 10% of all signs (randomly selected by the Superintendent) 12 months prior to the end of the Maintenance Period to validate the luminance of the signs previously inspected as part of Part M4 "Inspections".

The retro reflectivity of the sign face shall be measured in accordance with AS 1906.1, at an observation angle of 0.2° and at an entrance angle of 4°. The values shall be the average of 5 readings equally spaced across the sign.

On completion of the 10% audit Table M5.6 shall apply:

TABLE M5.6 - SIGN RETRO REFLECTIVITY TESTING	
Summary of Test Results	Action
> 90% of signs meet required minimum of 50% luminance	No further action required
< 90% of signs meet required minimum 50% luminance	Contractor to undertake reflectivity test on remaining signs on the network.

All signs not meeting the minimum requirement of 50% luminance shall be replaced by the Contractor within 2 months of the audit.

The reflectivity of new signs shall be 100% of the values listed in AS 1906.1.

Signs which are purely electronic are not subject to this Clause.

For signs which consist of part static and part electronic, this Clause applies only to the static retro reflective parts.

6.4 Drainage Cleaning and Inspections

In addition to the requirements of M10, the Contractor shall clean, inspect and photograph all drainage infrastructure including pits, grids, culverts, drainage elements and entrances to drainage structures 12 months prior to the end of the Maintenance Period.

In addition the Contractor must also clean, inspect and photograph all drainage infrastructure during the Verification Period.

7. STRATEGIC LEADERSHIP TEAM

Notwithstanding the requirements of Part M6 Clause 1 "Meeting Requirements", the Strategic Leadership Team (SLT) shall meet quarterly during the Verification Period.

8. HOLD POINTS

The following is a summary of Hold Points, vide Part PC-QA1 "Quality Management Requirements", referenced in this Part:

CLAUSE REF.	HOLD POINT	RESPONSE TIME
1	Provision of Compliance Records	7 days
5	Provision of "Transition Out Plan"	14 days