

PART M11
MAINTENANCE GENERAL PROVISIONS

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1. PROGRAM OF WORK**General**

- .1 The Contractor shall prepare and comply with the Programs required by this Clause. In the event that the actual labour hours or plant hours vary from those stated in a Program, this shall not:
 - (a) constitute any amendment to the Contract Sum; or
 - (b) give any grounds for the Contractor to claim any amendment of the Contract Sum,
- .2 except when such a change resulted from a variation to the work. Submission of the Programs, including any revised Program, shall constitute a **HOLD POINT** (refer Clause 21 "Hold Points").
- .3 The following documents are referenced in this Part:
 - (a) Part M05 Maintenance Works
 - (b) Part M06 Maintenance Inspection and Reporting
 - (c) Part M62 Pavement Maintenance
 - (d) Part M67 Accident Damage, Vandalism and Emergency Response
 - (e) AS 3000 Electrical Installations
 - (f) AS1289 Methods of Testing Soils for Engineering Purposes
 - (g) DPTI Test Procedure 751
 - (h) DPTI Test Procedure 320
 - (i) Service Rules and Conditions of Supply of SA Power Networks
 - (j) SA Water Engineering Standards

Maintenance Program

- .4 The Maintenance Program shall, at a minimum, show the following for the forthcoming 12 months:
 - (a) The timing of Network Inspections (refer Part M06 Maintenance Inspection and Reporting, Clause 3.3 "Network Inspections") to ensure that defects are assessed, identified and, where required, recorded on the Contractor's Maintenance Defects Register (MDR);
 - (b) The timing of Asset Inspections (refer Part M06 Maintenance Inspection and Reporting, Clause 3.4 "Asset Inspections"); and

- (c) Programmed Activities for the following asset elements:
- (i) Drainage Maintenance (Clear Open Drains and Lined Drains (DD) and Clear Subsoil Drains (DS));
 - (ii) Pavement Maintenance (Pavement Sweeping (PW), Edge Break Repair (PE), Pavement Digouts (PN), Repair to Bituminous Surfacing (PS) and Traffic Island Maintenance (RT));
 - (iii) Unsealed Surface Maintenance (Unsealed Surface (SG));
 - (iv) Roadside Furniture Maintenance (Safety barrier (FB), Wire Rope (WR), some aspects of Fence (RF) and Maintenance Installation and Replacement of Signs (FR));
 - (v) Roadside Vegetation Maintenance (Mowing (RM), Herbicide Treatment (RS), Vegetation Control (RV));
 - (vi) Amenity Maintenance (Road User Amenity (RA)); and
 - (vii) Accident Damage, Vandalism and Emergency Response (Graffiti Removal (MG)).
- .5 The Contractor shall submit an initial Maintenance Program to the Superintendent within 4 weeks of the Date of Acceptance of Tender and an updated Maintenance Program every 3 months thereafter.
- .6 On an annual basis, the Contractor shall submit an individual program of work for the following asset elements:
- (a) Drainage Maintenance (Clear Drainage Elements (DC))
 - (b) Pavement Maintenance (Local Shape correction (PL), Crack Sealing (PK), Pavement Digouts (PJ) and Bituminous Surfacing (PT) and
 - (c) Resheeting Unsealed Surfaces (Unsealed Surface (SR)).
- .7 These programs will be developed based on a criteria set by the Principal. This criteria may change from year to year.

Definitions

"**Utility Services**" means infrastructure located within the road corridor directly associated with:

- (a) transmitting electricity or telecommunications;
- (b) transporting gases, liquids or solids (including but not limited to water, sewerage, fuel and wastes); and
- (c) railway transportation.

"**Service Authority**" means any government, semi-government or private organisation responsible for the care or control of Utility Services.

2. LIMITATIONS ON PROGRAMMING AND SEQUENCE OF WORK

- .1 This Specification contains requirements that will impose limitations on the Contractor's program and sequence of work.

3. CO-ORDINATION OF WORK

- .1 The Superintendent will arrange for monthly meetings to be held between the Superintendent, the Contractor's Site Representative, appropriate subcontractors and any other persons the Superintendent may nominate to be present.
- .2 The purpose of these meetings is to assist in attaining full co-operation between all concerned on the job as well as checking progress of the work and providing the opportunity for general discussion.
- .3 Any agreement made by the Contractor's Site Representative at the meeting and documented in the minutes shall be deemed to be binding on the Contractor.
- .4 The Superintendent will arrange for minutes of site meetings to be recorded. Two copies of the minutes will be forwarded to all parties not later than 7 days after each meeting. If a party does not accept any aspect of the minutes as being a reasonable record of the meeting then that party shall advise the Superintendent within 5 working days of receipt of the minutes of the proposed changes required to be made in order to

achieve a reasonable record of the meeting. The Contractor and the Superintendent shall sign the minutes for confirmation.

- .5 The minutes of the meeting shall not form part of the Contract and are for information only. If, at a meeting, the parties agree upon an amendment to the Contract or the Superintendent issues a direction, the amendment or direction shall be clearly identified as such and documented separately from the meeting minutes.

4. WORKING DAYS AND HOURS OF WORK

- .1 The Contractor shall not work more than one shift per day exceeding 10 hours duration and shall not work on Sundays or public holidays without the prior approval of the Superintendent.
- .2 The Contractor may perform their obligations to the Principal at any time of any day.

5. PROPRIETARY NAMES NOT TO BE DISPLAYED

- .1 Advertising markings and proprietary names of a permanent nature shall not be applied to any component where these markings will be visible in the completed works.

6. MANUFACTURERS' INSTRUCTIONS

- .1 Work shall be carried out in accordance with the "Manufacturers' Instructions". The Contractor shall provide 2 copies of all relevant instructions and performance criteria provided by the manufacturer at least 2 working days prior to the use of the product. Provision of the instructions shall constitute a **HOLD POINT** (refer Clause 21 "Hold Points").

7. CONTRACTOR'S COMPOUND AND SUPERINTENDENT'S REQUIREMENTS

- .1 If "Establishment Charges" is included in a payment schedule, this payment item is deemed to include establishment of site buildings, transport of major items of plant to the site, demobilisation and site cleanup.
- .2 The operation and maintenance of site buildings and associated costs are deemed to be included in on site overheads.
- .3 All electrical installations and alterations shall be carried out by an electrical worker who is licensed to perform any electrical works. The installations shall comply with AS 3000 and the Service Rules and Conditions of Supply of SA Power Networks.

8. CONTRACTOR'S PERSONNEL

- .1 The Contractor shall ensure that the personnel nominated:
 - (a) meet the requirements for skill and experience for the position;
 - (b) are available to perform the Contractor's obligations under the Contract; and
 - (c) are not replaced without the prior approval of the Superintendent.
- .2 If approval to replace the personnel is granted, the replacement personnel shall meet the skill and experience requirements.
- .3 The Contractor's Representative shall have the authority to make decisions on behalf of the Contractor.
- .4 The Contractor shall ensure that personnel undertaking any visual inspections of bridges, culverts, or safety barrier/pedestrian fencing associated or connected to bridges, shall have undertaken the Principal's "Bridge Inspection for Supervisors" course or an interstate equivalent within the last 3 years and shall attend this course at periods not exceeding 3 years.

9. UTILITY SERVICES

General

- .1 The Contractor is responsible for:

- (a) liaising with Service Authorities to confirm the location of any Utility Services identified by the Principal which are likely to be affected by the Works;
 - (b) regularly inspecting the site for the purpose of checking whether any Utility Services, not previously identified, are in existence and if so liaising with Service Authorities;
 - (c) arranging for the determination of the accurate location of services whenever necessary; and
 - (d) liaising with Service Authorities or any Industry Regulator regarding their requirements (such as clearance or cover).
- .2 The Contractor shall be liable for any damage to Utility Services resulting from the Contractor's activities unless:
- (a) a Service Authority has failed to identify a Utility Service or has incorrectly located a Utility Service within reasonable tolerance; and
 - (b) the Contractor has taken all reasonable steps to physically locate the Utility Service.
- .3 The Contractor shall keep the Superintendent fully informed of the progress and status of its liaison or negotiations with Service Authorities and works associated with Utility Services.
- .4 The Contractor shall allow Service Authorities or their authorised representatives reasonable access to the site for the purpose of relocating, modifying or installing Utility Services. The Contractor shall ensure that access to fire hydrants is maintained at all times.

Costs Incurred by the Contractor

- .5 The Contractor is deemed to be fully informed as to the nature and extent of the work necessary to accommodate the requirements of Service Authorities.
- .6 The Contractor is deemed to be aware of the policies of the Service Authorities in regard to:
- (a) the locating of services and the costs thereof; and
 - (b) using appropriately trained and/or accredited personnel to perform work which affects the Utility Services.
- .7 Costs incurred for the following shall be borne by the Contractor:
- (a) liaison and negotiation with Service Authorities;
 - (b) locating Utility Services;
 - (c) implementation of temporary protective measures or restrictions required by the Service Authorities during construction;
 - (d) those incurred from staging, loss of productivity, rework, inefficiency or delay of the Contractor's work resulting from the presence of Utility Services; and
 - (e) relocation of protective measures required because of temporary works.
- .8 Separate payment will not be made for these costs. Compliance with the requirements of Service Authorities will not entitle the Contractor to an extension of time.

SA Water

- .9 The Contractor shall allow a 2 day training period for SA Water to instruct the Contractor's nominated representative. Adjustment work shall be undertaken in accordance with the current SA Water Specification, and Clause 9.5 "Adjustment to Existing Penetrants".
- .10 Spacers required for this work are available from SA Water at the Contractor's expense. Final adjustments to lids within pavement shall be completed prior to the application of surface course.

Adjustments to Existing Penetrants

- .11 The Contractor shall undertake adjustments to existing penetrants (e.g. inspection pits, top stones and sewer lids) affected by the works so that the final position of penetrants corresponds with the final surface of the wearing course. The top edge shall be flush with the final surface with a maximum deviation of 5 mm in all directions at any point as measured with a 3 m straight edge, centred over the penetrant.

10. PUBLIC ENQUIRIES

- .1 The Contractor shall undertake an investigation into all maintenance related enquiries (including complaints) received from the general public or directed by the Superintendent. This applies to both written and verbal enquiries. A suggested response shall be provided to the Superintendent within 7 days of receiving the enquiry including any cost estimates where additional works are required to address the issue raised.
- .2 The Contractor shall provide a report on the status of response to all enquiries to the Superintendent on a three-monthly basis. This report shall include the average and maximum times taken to respond to enquiries.
- .3 Should the Contractor be contacted by the media or political representatives it shall take the person's name and phone number and advise the Superintendent immediately. The Superintendent will provide an appropriate response in these circumstances.

11. COUNCIL LIAISON

- .1 The Principal will provide the Council(s), Council contact person(s) and any special requirements if required.

12. ADVERTISING AND ELECTION BILLS ON ROAD RESERVE

- .1 The Contractor shall report to the Superintendent any moveable signs (advertising or election bills) on road reserve that unreasonably:
 - (a) restricts the use of the road;
 - (b) endangers the safety of the members of the public / road users; or
 - (c) may constitute a traffic hazard.
- .2 In addition to moveable signs installed, the Contractor shall also report to the Superintendent, all advertising signs installed within the road reserve. This shall include signs affixed to the roadside furniture or free standing signs.

13. FLOOD RESPONSIBILITY

- .1 The Contractor shall be deemed to be fully informed concerning the rise and fall of adjacent waterways in-so-far as it may affect the work.
- .2 The Contractor shall be responsible for damage to the Works or the Contractor's plant or materials due to flooding.
- .3 The Contractor shall not obstruct any waterway, except for such temporary works as may be approved in writing by the appropriate drainage authority.
- .4 The Contractor shall make the necessary provisions and shall carry out the work in such a manner and in such order as to ensure that no heading up of floodwaters in existing, new drains, gutters or table drains shall arise.

14. CLEARANCES FROM LANDHOLDERS

- .1 It is the Contractor's responsibility to make any arrangements necessary for access to private land.
- .2 The Contractor shall use best endeavours to obtain from all landholders, whose properties have been affected by the Contractor or the Contractor's works, a written statement that the landholder's property has been left in a satisfactory condition.

15. MATERIALS**Materials Supplied by the Principal**

- .1 If materials are to be supplied by the Principal the Contractor shall, in the presence of the Superintendent, inspect for conformance all items supplied by the Principal. The Contractor shall issue the Superintendent with a receipt for these items and shall thereafter be responsible for their care.
- .2 All other materials shall be supplied by the Contractor.

Proprietary Products

- .3 Where a proprietary product is to be utilised, that product shall be used in accordance with the manufacturer's instructions unless specified otherwise.
- .4 Alternatives to specified products will be considered provided that sufficient information is submitted to the Superintendent. The Superintendent may approve or reject any proposed alternative product and will be under no obligation to approve any such proposal for the convenience of, or to assist, the Contractor.

Road Making Materials

- .5 Any material listed with a prefix of SP, RB, PM, SPM and SA shall comply with Part R15 Supply of Pavement Materials.
- .6 Road making materials from two or more sources shall not be mixed on site. Where road making materials from two or more sources are to be used on site the different materials shall be used in clearly definable separate sections of work to allow material testing to be carried out for each material.

Water

- .7 Water for refilling of storage tanks at roadside rest areas shall be fit for human consumption.
- .8 Water for construction, when not sourced from a SA Water pipeline, shall comply with the following requirements:
 - (a) Water for pavement construction shall not contain more than 10 000 ppm total dissolved salts determined using TP 751.
 - (b) Where the Contractor cannot practicably meet the above limit on dissolved salts, the approval of the Superintendent shall be sought in writing for the use of an alternative. Submission of details of the alternative shall contain the proposed source of water, its salt composition (types of salts and quantities), and the modifications to the design and construction methods proposed to ensure a satisfactory outcome.
 - (c) Submission of details of alternatives shall constitute a **HOLD POINT** (refer Clause 21 "Hold Points").
 - (d) Where possible, the Contractor shall investigate options to implement the use of sustainable water sources as an alternative to potable and prescribed water sources.
- .9 Where the Contractor proposes an alternative to water sourced from SA Water mains supply, the Contractor shall obtain all approvals, licences or permits that are required to extract water or to construct a bore, prior to water extraction.
- .10 The Contractor shall be responsible for adhering to permanent water conservation measures and any current SA Water restrictions during construction.

16. WEIGHING OF MATERIAL

- .1 This Clause applies only if separate payment is to be made per tonne for materials.

Weighbridge

- .2 The Contractor shall weigh all materials that are to be paid for separately at a licensed weighbridge.

Method of Measurement

- .3 The Contractor shall provide standard forms for each load that is weighed and advise the Superintendent of the format of the proposed forms prior to the commencement of weighing. Vehicles using the weighing devices shall be tared daily.
- .4 Should the weighbridge or weighing device become inoperative or is recording incorrectly, the Contractor shall immediately propose an alternative method of weight measurement and shall not proceed until the method has been accepted by the Superintendent.

Payment by Dry Mass

- .5 Payment will be made on the basis of the dry mass of material delivered. The adjustment for moisture content shall be made daily in accordance with the following formula:

$$\text{corrected (dry) mass} = \frac{A \times 100}{B + 100}$$

where A = number of tonnes of wet material for the day as measured by the weighbridge.

B = average moisture content for the same day.

- .6 The Contractor shall supply NATA certified test results for moisture content determined in accordance with AS 1289 Clause 2.1.1 from 5 samples taken from delivery vehicles at a regular time interval over a normal working day. For delivery of materials over periods of less than a normal working day the Contractor shall take moisture samples at intervals of no greater than one hour for the determination of moisture content.

17. TEST PROCEDURES

- .1 The Contractor shall use the Test Procedures listed in the Clause "Test Procedures" in each Part to verify conformance with the Specification. The procedures shall be those current at the date 14 days prior to the date of submission of tender. Test Procedures are available from: http://www.dpti.sa.gov.au/contractor_documents.
- .2 The meaning of the percentage compaction in this Specification shall be the Dry Density Ratio (R_D) as defined in TP 320. Percentage compaction in this Specification refers to modified compaction.

18. MEASUREMENT

- .1 Unless otherwise specified all measurements shall be net, any custom to the contrary notwithstanding.
- .2 Payment will only be made for conforming lots.
- .3 Volumetric quantities shall be measured as follows:
 - (a) Excavation - the solid volume of excavation material determined from the shape and dimensions given in the Contractor's works order and work plan which are to be approved by the Superintendent.
 - (b) Pavement courses - the compacted volume of material determined from the shapes and dimensions given in the Contractor's work order and work plan which are to be approved by the Superintendent.
- .4 Where, after a work item has commenced, it is found necessary to modify the dimensions of the repair, the quantities shall be based on the modified dimensions provided that such quantities do not exceed 150% of those determined and approved for that repair.
- .5 Where the modified quantities for any repair are likely to exceed 150% of the approved quantities, the Contractor shall immediately seek approval of the Superintendent to complete the modified design and use the additional quantities before proceeding with the work.
- .6 Unless otherwise approved by the Superintendent, the Contractor shall weigh at a licensed weighbridge all imported materials listed as being paid for per tonne and shall supply weigh notes to the Superintendent on delivery of the material on site. The Superintendent may make check weighings on any loads. In the event of any shortage in masses, such check weighings shall determine a proportionate reduction of all material supplied between the time of the check weighing and any previous check.

19. PROTECTION OF THE WORKS AND REINSTATEMENT OF DAMAGE

- .1 The Contractor shall construct the works so to ensure that materials (including subgrade) do not become unsuitable or damaged by the Contractor's work methods or insufficient protective measures. This includes, but is not limited to:
 - (a) constructing the works so as to be free draining;
 - (b) maintaining the works so as to prevent deterioration in material properties between testing or acceptance of the work and subsequent work commencing.
- .2 Additional payment will not be made where any additional work or additional materials are required:
 - (a) to comply with this Clause; or
 - (b) as a result of the Contractor's work methods.

- .3 Over-excavation (i.e. the Contractor excavates deeper or wider than the dimensions specified) is deemed to be included in point (b) above.

20. WORK BY OTHERS

Work Programmed by the Principal

- .1 The Principal reserves the right to direct work by others within the road network assigned to this Contract.
- .2 The Principal will proceed to execute periodic maintenance and investment programs separate to this Contract. Periodic maintenance includes pavement marking, sprayed bituminous surfacing and asphalt overlay. Investment programs may involve rehabilitation, widening or reconstruction.
- .3 The Contractor may be advised of the program of works that the Principal intends to undertake within the road network assigned to this Contract. This program is not binding upon the Principal. The Contractor must not assume that any works detailed in the program will necessarily be undertaken.
- .4 The Contractor shall undertake any necessary changes to scheduled works to facilitate the proficient and safe execution of work by others. The Contractor shall liaise with nominated Contractors to avoid disruption, delays or possible conflicts with Works under this Contract.

Excavation or Trenching By Others

- .5 The Contractor shall monitor the network and record any excavation or trenching by others on the MDR as TR (refer Part M06 Maintenance Inspection and Reporting).
- .6 Excavation and reinstatement of the road surface may be undertaken by other persons, organisations, Statutory Authorities, Government Departments or Corporate bodies who shall be known as "The Owner".
- .7 All pavement reinstatements undertaken by "The Owner" are subject to a defects liability period (separate to this Contract), after which maintenance shall revert to the Contractor. Prior to the completion of the Establishment Period the Superintendent will provide the Contractor with the location and the remaining defect liability periods of existing excavations or trenching done by others.
- .8 The Contractor shall monitor the performance of the reinstatement during Network Inspections and make a final inspection one month prior to the end of the defects liability period. Notification to undertake the final inspection will be provided to the Contractor by the Superintendent. During this time, the Contractor shall be responsible for providing an Emergency Response if necessary.
- .9 The Contractor shall advise the Superintendent when a reinstatement reaches recording level, as detailed in Part M62 Pavement Maintenance by recording the defect in the MDR. The Superintendent will arrange for the repair of the defect with "The Owner".
- .10 The repairs to a reinstatement undertaken as a result of a callout or complaint shall be treated in accordance with Part M67 Accident Damage Vandalism and Emergency Response. Until such time the defect will remain the responsibility of the Superintendent.

21. HOLD POINTS

- .1 The following is a summary of Hold Points referenced in this Part:

CLAUSE REF.	HOLD POINT	RESPONSE TIME
1.2	Program of Work or any revision	1 week
6.1	Manufacturer's instructions	1 working day
15.8	Water quality	1 week

22. VERIFICATION REQUIREMENTS AND RECORDS

- .1 The Contractor shall supply the following documentation to demonstrate that the requirements of this Part have been complied with and where appropriate, supply the documentation with the lot package.

CLAUSE REF.	SUBJECT	RECORD TO BE PROVIDED
1.1	Program of Work	Maintenance Program and Works Program
3.1	Site meeting minutes	Notification of request to modify minutes
6	Manufacturers' Instructions	Contractor shall provide 2 copies of all relevant instructions and performance criteria provided by the manufacturer to XXXX
9.8	Costs Incurred by the Contractor	Informed of the progress and status of its liaison with Service Authorities
10	Public Enquiries	Report on the status of response to all enquiries
14	Clearance from Landowners	Statement of clearance from Landowners
15.1	Materials Supplied by the Principal	Receipt for materials
15.7	Water not sourced from a SA Water pipelines	Dissolved Salt Content
16	Materials paid for by weight	Moisture Content Records
16	Materials paid for by weight	Standard Forms / Cartnotes