

SECTION 160 - CONSTRUCTION - GENERAL

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PART A - MANAGEMENT SYSTEMS

160.A1 QUALITY MANAGEMENT SYSTEMS STANDARDS

The Works under this Contract shall be undertaken in accordance with a Quality Management System that meets the requirements of relevant AS/NZS ISO Standards. The Standards specified in this clause form part of this Specification. Copies are not included in this document.

These Standards include:

AS/NZS ISO 9001:2008	Quality Management Systems - Requirements
AS/NZS ISO 14001:2004	Environmental Management Systems - Specification with guidance for use
AS/NZS 4801:2001	OHS – Management Systems

The Quality Systems shall demonstrate compliance with all relevant Acts and Regulations and the requirements of the Contract Specification.

160.A2 QUALITY TERMS AND DEFINITIONS

Quality terms and definitions shall be as defined by the Australian Standard AS/NZS ISO 9000:2005 Quality management systems – Fundamentals and vocabulary.

Other definition and terms shall be as follows:

"accredited laboratory" or **"accredited method"** means -

- (i) for all inspections (other than for material which is supplied from outside Australia) a laboratory or method (as the case requires) accredited by the National Association of Testing Authorities (NATA) for those inspections or inspection methods;
- (ii) for all material which is supplied from outside Australia, a laboratory or method accredited by NATA for those inspections or inspection methods or by another laboratory or method accredited by a recognised certifying body approved in the Contract or, if the Contract does not provide such approval, then by a recognised certifying body approved by the Superintendent.

"inspection" means and incorporates measuring, testing or otherwise examining goods and services or works or materials (including, where appropriate, raw materials, components and intermediate assemblies) for determining conformity with the specified requirements.

"measuring" includes checking for line, level, dimensional accuracy and quantity.

"test" includes taking of samples and specimens and preparation of materials and work for testing.

"Hold Point" means those points beyond which the stated activity must not proceed without the Superintendent's approval to proceed. The Superintendent's approval to proceed beyond the Hold Point does not relieve the Contractor of responsibility for satisfactory execution or performance of the work.

Hold Points are identified in the specification by the letters HP in the left margin and by bold text print or arise from a nonconformity.

Text which is bold typed but not identified by the letters HP in the left margin does not reflect a Hold Point. Such text reflects specified obligations on the Contractor requiring the review or approval of the Superintendent. They are bold typed for ease of identification.

160.A3 QUALITY MANAGEMENT REPRESENTATIVE

The Contractor shall appoint a person as Quality Management Representative to manage and administer the Contractor's Quality Management System in accordance with the appropriate Australian Standard(s).

160.A4 QUALITY PLANS AND PROCEDURES

(a) General

The Contractor shall submit for consideration by the Superintendent a controlled copy of the quality plans and procedures relating to each stage of the work under the Contract not less than 10 business days prior to the commencement of that stage of the work unless specified otherwise.

The quality plans and procedures required under the Contract shall cover but not be limited to the following management systems:

- Quality
- Traffic
- Environmental
- Occupational Health and Safety
- Incident Management and Reporting

The Incident Management and Reporting System shall incorporate as a minimum the incident requirements of Part G of this section and Sections 168 and ##176(or 177):.

A quality plan or procedure shall be changed if it:

- (i) does not adequately address the specification requirements;
- (ii) is causing non-conformity;
- (iii) has to be changed because of an audit; or
- (iv) no longer represents current or appropriate practice.

The Contractor shall immediately notify the Superintendent of any change to the plans or procedures and the amended documentation shall be submitted to the Superintendent within five business days of such notice.

(b) Management System Plans

The quality plan for a stage of the contract shall require the preparation of the following management system plans and shall be forwarded to the Superintendent by the nominated time:

- Traffic Management Plan [refer Section 166]
- Environmental Management Plan [refer Section ##176(or 177):]
- Health and Safety Co-ordination Plan [refer Section 168]

160.A5 NOMINATED HOLD POINTS

The Contractor's quality plans and procedures shall identify Hold Points including all Hold Points required under this Specification.

All Hold Points in the relevant sections of the VicRoads Standard Specification for Roadworks and Bridgeworks shall be included as Hold Points in the Contractor's specification and quality plan.

160.A6 CONTROL OF NON-CONFORMING PRODUCT

Where the Contractor's disposition of an unreported non-conformity violates the contractual requirements, a Hold Point is automatically created and the activity shall not proceed without the Superintendent's approval. A report of the non-conformity shall be submitted to the Superintendent that shall include:

- (a) the details of the non-conformity;
- (b) the proposed disposition to resolve the non-conformity; and
- (c) the proposed corrective action.

160.A7 AUDITS BY THE CONTRACTOR

The Contractor shall carry out audits in accordance with the requirements of AS/NZS ISO 19011:2002 "Guidelines for quality and/or environmental management systems auditing".

The Contractor shall prepare an audit and surveillance schedule for each subcontractor, which shall be submitted to the Superintendent for review prior to the commencement of work by the subcontractor. The Contractor shall conduct regular surveillance and audits of all on-site and off-site subcontractors, sufficient to ensure that all work and materials comply with the Contract.

The Contractor shall notify the Superintendent of the times when formal audits of a subcontractor are to occur.

The Contractor shall carry out surveillance for precast concrete, structural steelwork and protective coatings of structural steelwork in accordance with the following references:

VicRoads Technical Bulletin No 46 - Guide to Surveillance of Structural Steelwork

VicRoads Technical Bulletin No 47 - Guide to Surveillance of Precast Concrete

VicRoads Technical Bulletin No 48 - Guide to Surveillance of Protective Coatings of Structural Steelwork

The Contractor shall comply with all the requirements of these references including using companies accredited by NATA for surveillance of these respective activities and surveillance officers engaged by these companies having the qualifications and experience specified in these respective references.

160.A8 RECORDS

During the execution of work under the Contract, the Contractor shall maintain records pertaining to the Contract in accordance with the Contract and the Contractor's Quality System.

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 five business days.

The Contractor shall maintain the following records as a minimum: All test records, all relevant survey information, all plant and labour records confirming daily usage and work activities throughout the Contract; all weather records and copies of all construction programs.

160.A9 AS-BUILT DRAWINGS

Within 20 business days after the Date of Practical Completion, and before issue of the Final Certificate whichever is earlier, the Contractor shall provide as-built drawings, in accordance with the following requirements:

- (a) as built drawings, with departures clearly marked (including drainage), shall show the Works as constructed;

- (b) the location, dimensions and levels of all utility services within the limits of the work shall be clearly marked; and
- (c) the location of all remaining survey control points including co-ordinate listing.

The Contractor shall provide “as-built” drawing information in the following format:

- two hardcopy sets of all VicRoads’ drawings (A3 size) showing “mark-ups” suitable for transfer to the electronic model by others; and
- two hardcopy sets of all drawings (A3 size) showing the final construction drawings of any works designed by the Contractor.

Where Schedule 1 includes an amount for the provision of as-built drawings, this amount will be paid to the Contractor following the submission of as-built drawings to the satisfaction of the Superintendent. The sum listed in Schedule 1 does not necessarily reflect the cost to provide the as-built drawings. The Contractor shall make an allowance within the Contract Sum for any difference in cost to that allowed for in the tender schedule.

160.A10 SURVEILLANCE AND AUDITS BY THE SUPERINTENDENT

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

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 audits to be undertaken.

Notwithstanding that VicRoads 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.

VicRoads 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 VicRoads contracts. Copies of any such audit and surveillance reports used by the Superintendent will be provided to the Contractor.

160.A11 – ROAD SAFETY AUDITS

The Contractor shall carry out road safety audits at the stages of the works as set out below. Road safety audits shall be carried out in accordance with the Austroads Guide to Road Safety – Part 6: Road Safety Audit (2009) and by a company pre-qualified with VicRoads at the Road Safety Audit (RSAUDIT) Level.

The audit team shall be lead by a VicRoads accredited Senior Road Safety Auditor from the company pre-qualified with VicRoads at the Road Safety Audit (RSAUDIT) Level. Other team members shall have undertaken appropriate training in road safety audits. Road safety auditors shall be independent of any other commitment or obligation to the Contractor or Consultant carrying out the design for the Contract.

Audits shall be conducted at the stages nominated in Table 160.A111. Road safety audits shall be completed and all issues raised in the audit responded to prior to commencement of the next stage of work. The Contractor shall ensure that road safety audits are incorporated into its Design Management Plan, its Construction Management Plan and the Contractor's Program.

Table 160.A111

Stage of Work	Timeframe for Road Safety Audit to be Undertaken	Timeframe for Submission of Road Safety Audit Report
(a) preliminary design	within 7 days of completion	within 14 days of completion of the audit
(b) detailed design	within 7 days of completion	within 14 days of completion of the audit
(c) during construction, where traffic management measures are proposed	as specified in Traffic Management clauses	as specified in Traffic Management clauses
(d) pre-opening	4-7 days prior to opening road to traffic	no later than 3 days prior to opening road to traffic
(e) post-opening	24 hours after opening road to traffic	within 7 days of completion of the audit

The Superintendent may request comment by the Senior Road Safety Auditor on road safety issues associated with the Contract.

The pre-opening road safety audit report shall identify issues that require rectification prior to opening the road to traffic.

VicRoads has undertaken a road safety audit of the tender design / drawings provided in Volume ###: of tender documents. The resulting report has been included as Appendix ###: of the specification and for the purpose of this clause shall be deemed to be the necessary Road Safety Audit of the draft (functional) design.

The Contractor shall promptly address all issues raised in road safety audits, and shall prepare a written response to the audit that:

- details action taken/to be taken to address each issue raised;
- provides justification for proposals not to undertake action on particular issues raised; and
- highlights issues raised not considered to be the responsibility of the Contractor.

Where the Contractor proposes not to undertake action in response to identified issues, the approval of the Superintendent shall be obtained.

The Contractor shall provide to the Superintendent a copy of the road safety audit report together with the Contractor's written response to the report within the timeframes specified in Table 160.A111.

The Contractor shall prepare and maintain a register of all road safety audits. The register shall include:

- Audit stage and date;
- Summary of each issue;

- ~~Status of action to address each issue; and~~
- ~~Verification of completed action.~~

PART B - INDUSTRIAL

160.B1 RATES OF PAY AND CONDITIONS OF EMPLOYMENT

The Contractor shall at its own cost, inform and keep itself informed of, and comply with, all state and federal industrial legislation, regulations and industrial awards to which the Contractor is bound and any certified agreements and industrial agreements to which the Contractor is party.

The Contract Sum will be deemed to include the cost of all wages, conditions and other costs arising from compliance with legislation, regulations, award(s), certified agreement(s) and industrial agreements applicable to the Contractor, 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 industrial agreement.

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

160.B2 WORK BANS AND LIMITATIONS

The Contractor shall keep the Superintendent informed concerning any industrial or occupational health and safety matter which affects or may affect work under the Contract, and shall also inform the Superintendent of action being taken by the Contractor to resolve such matters.

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

160.C1 COMMENCEMENT OF WORK

HP The Contractor shall not commence work on site before the following documents have been submitted to the Superintendent and the Superintendent has authorised release of the Hold Point:

- (a) evidence of public liability insurance and WorkCover conforming with the requirements of the General Conditions of Contract;
- (b) third party property damage insurance in accordance with Clause 160.G1;
- (c) Health and Safety Co-ordination Plan;
- (d) Environmental Management Plan for initial works;
- (e) Traffic Management Strategy and Traffic Management Plans for the initial works; and
- (f) any other relevant requirement of the Contract.

Any delays in the commencement of work due to the Contractor's failure to comply with these requirements will not be grounds for an extension of time for completion of the Works or any Separable Part, nor shall it form the basis of any claim for additional payment.

160.C2 CONTRACTOR'S SITE COMPOUND

The Contractor shall erect, maintain, secure and subsequently remove such buildings, compounds, sanitary accommodation, explosive magazines and associated services as required by the Contractor for the supervision and construction of the Works. Workplace amenities, facilities and environment shall be in accordance with WorkSafe Compliance Code – Workplace amenities and work environment (2008). The Contractor shall obtain all necessary local municipal permits and approvals associated with the site establishment and access arrangements associated with its site compound.

The location and form of such buildings and compounds shall:

- (a) minimise noise, disturbance and inconvenience to all abutting properties;
- (b) maintain a minimum clearance of 30 m to the closest boundary of all abutting properties;
- (c) be consistent with, and complement the Environmental Management Plan and Health and Safety Co-ordination Plan;
- (d) provide suitable hard-stand areas for storage of materials and equipment and parking vehicles;
- (e) allow for all pedestrian traffic.

The Contractor, subject to the agreement of the Superintendent and the local municipal authority, may be permitted to use portions of the Site, for establishment of buildings and compounds.

The buildings, compounds, associated services, sanitary accommodation and explosive magazines erected by the Contractor shall be regarded as Materials or Constructional Plant and as such shall be considered as designated plant under the General Conditions of Contract.

At the completion of the Works, these facilities will remain the property of the Contractor and shall be removed from the Site and the area reinstated to the satisfaction of the Superintendent.

160.C3 SANITARY ACCOMMODATION

The Contractor shall allow its toilets and washing facilities to be used by the Superintendent's representatives.

~~160.C4 SUPERINTENDENT REPRESENTATIVE'S SITE OFFICE~~

~~The Contractor shall provide an office at the site for the exclusive use of the Superintendent's Representatives within 10 business days of taking possession of the site.~~

~~The office amenities, facilities and working environment shall be in accordance with WorkSafe Compliance Code – Workplace amenities and work environment (2008)~~

~~The office shall also be fitted to provide the following requirements:~~

- ~~• suitable desk accommodation for ##: persons, with ergonomic furniture in good condition including desks, desk chairs, shelving and a minimum of ##: visitors' chairs;~~
- ~~• a drained sink with running hot and cold water with adjacent minimum bench area of 1.5 m x 0.6 m;~~
- ~~• two telecommunication connections (one of which shall be a high speed data port) for each desk, connected to the nearest exchange;~~
- ~~• ##(insert any further requirements – restrict entries to one typed line):~~

~~In addition, the Contractor shall provide suitable hard stand parking for ##: vehicle/s adjacent to the office for the exclusive use of Superintendent's Representatives.~~

~~VicRoads will pay monthly telephone and electricity usage charges where a separate account dedicated to the office is presented.~~

~~Maintenance, cleaning and servicing of this accommodation shall be the responsibility of the Contractor.~~

~~Upon completion of the Contract, the Contractor shall arrange for the disconnection of any services and remove the building from the Site.~~

160.C5 HIGH VISIBILITY JACKETS

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

160.C6 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. Any proposed changes shall be notified promptly to the Superintendent and confirmed in writing.

160.C7 PROCUREMENT OF WATER FOR CONSTRUCTION PURPOSES

The Contractor shall make its own arrangements for water supply to provide the quantity and quality required to complete the work. For any chosen source of water supply, the Contractor shall obtain the necessary approvals from the appropriate authorities and shall act in accordance with any conditions stipulated.

160.C8 MAJOR TRAFFIC CONTROL ITEMS

The Contractor shall ensure that a Memorandum of Authorisation is obtained prior to the erection, removal or modification of traffic control items as defined in Part 2 - Installation of Traffic Control Devices - of the Road Safety (Traffic Management) Regulations 2009.

Details of the times and dates of erection and removal of major control items and of any changes to such items shall be forwarded to the Superintendent within five business days after the erection and removal of or changes to the major traffic control items.

160.C9 PROJECT INFORMATION SIGNS

Unless otherwise specified or approved by the Superintendent, all notice boards shall be made of sound timbers and aluminum plate, or other approved materials.

Unless otherwise specified, not less than two project notice boards shall be supplied and erected by the Contractor. Project notice boards shall be 1800mm wide by 1500mm high and stand 1200mm above the ground. They shall be lettered in black on a white non reflectorised background. Lettering shall comply with AS 1744 - Standard Alphabets for Road Signs, Series D, except where lettering may result in an over-sized board, lettering may be made narrow subject to approval by the Superintendent.

Project notice boards shall contain the following information; -

- (i) Wyndham City Council*
- (ii) Name of Project*
- (iii) Dollar value of Project*
- (iv) Contractor's Details- company name and after hours contact representative and phone number.*
- (v) Expected completion date*
- (vi) Such other information and explanatory notes as may be required and/or approved by the Superintendent.*

The Superintendent shall determine the locations where the project notice boards are to be erected. Approximate locations will be at major access points of the Works. Such locations shall not present any hazard for road or pedestrian traffic.

When specified, the Contractor shall light all project notice boards both as obstacles and so that they can be read during hours of darkness. The Contractor shall maintain all project notice boards in a safe and legible condition throughout the duration of the Works. All project notice boards shall be removed by the Contractor by the Date of Practical Completion.

No separate payment will be made for the provision and erection of the signs.

~~Notwithstanding the provisions of Section 168, the Contractor shall supply, install, maintain and later remove project information signs as specified below:~~

~~(a) Supply~~

~~— The Contractor shall supply information signs in accordance with the requirements of Section 860—Manufacture of Road Signs. Information signs shall be regarded as a Category B Sign for the purposes of Section 860. The letter size and style of the sign legend shall comply with the requirements of the VicRoads Drawings specified in the Project Information Sign Schedule in Clause 160.C9(e).~~

~~(b) Mounting and Location~~

~~— The Contractor shall mount the information signs on timber frangible posts in accordance with Section 714—Erection of Signs and VicRoads Drawing No. TM000283, and at the locations specified in the Project Information Sign Schedule in Clause 160.C9(e).~~

(c) ~~Installation and Removal~~

~~Information signs shall be erected within six weeks of the date of the Letter of Acceptance and removed no later than four months after Practical Completion. Information signs shall remain the property of the Contractor. The Contractor shall not use previously used signs.~~

(d) ~~Sign Legends~~ ~~###(refer to Traffic Engineering Manual Vol 2 Appendix 14A for selection of sign type):~~

~~The Contractor shall include the following information for Type 1 / Type 2 signage:~~

~~###(type in project specific details applicable to sign type):~~

(e) ~~Project Information Sign Schedule~~

~~The Contractor shall provide information signs in accordance with the following schedule:~~

~~### (the sign types/drawing numbers in the schedule below are applicable to State Government funded works only in the case of Federal Government funded works contact Network and Asset Planning for information on project information signing requirements, and insert details in the schedule below:~~

~~**Project Information Sign Schedule** ~~###(type in the appropriate requirements below):~~~~

Serial	Sign Type	VicRoads Drawing No.	Number Required	Location
(a)	Type 1	658003B	##:	##:
(b)	Type 2	658004B	##:	##:
##:				

PART D - PROGRAM AND PROGRESS

160.D1 CONSTRUCTION PROGRAM

(a) Interpretation

For the purposes of this sub-clause, "construction program" means a program in the format of an activity orientated, critical path network which shows how the Contractor proposes to complete the Works or any separable part of the Works within the period or by the respective dates for Practical Completion.

~~(b) Construction Program Requirements~~

~~(i) No Requirement~~

~~A construction program is not required to be submitted by the Contractor. Items (c), (d), (e), (f) and (g) of this clause do not apply.~~

~~(ii) Minor Construction Contracts~~

~~**Before commencing work under the Contract the Contractor shall supply to the Superintendent for review a construction program illustrating the planned sequence of work.** The program shall be in bar chart form, including the principal activities to be undertaken and restraints clearly identified with a time scale shown in weeks and months. The program shall identify critical path activities, include dates for starting and completion of the principal activities and planned dates for practical completion of the Works or separable parts. Items (c), (d), (e), (f) and (g) of this clause shall apply as far as they are applicable.~~

(iii) Major Construction Contracts

Where a program has been provided as part of the tender, it shall be incorporated into the Contract until the Construction Program has been reviewed by the Superintendent.

Within 20 business days after the date of acceptance of tender, the Contractor shall submit to the Superintendent for review a construction program which takes into account the requirements of the Contract. The program shall be submitted in both electronic format and hard copy.

The program shall be computer based using "Microsoft Project 2007" or an alternative computer program approved by the Superintendent. It shall be in sufficient detail to demonstrate any entitlement that the Contractor may from time to time claim to have pursuant to the General Conditions of Contract and be capable of providing reports which are able to identify the following features in acceptable formats:

1. detailed activities for all work elements including design activities, construction activities, service relocations and work by statutory authorities;
2. procurement periods and delivery dates for major items of goods, plant and materials;
3. activity dependencies;
4. critical path activities identified for the Works and any Separable Portion of the Works;
5. duration, earliest and latest start and finish dates and total and free floats for each activity;
6. dates by which decisions or materials are required from the Superintendent or the Principal;
7. milestones which identify significant events including completion of Separable Portions;
8. allowance for adverse weather and other time risk allowances;
9. non-work periods;
10. dates by which design work or drawings to be produced by the Contractor or samples will be submitted to the Superintendent including allowance for reviews and re-submittals;
11. the estimated value of work to be done each month throughout the Contract.

The Contractor shall submit with the construction program the estimated contract value of work to be done each month throughout the Contract and detailed reasons for any divergence from the program and cash flow submitted with the tender.

Items (c), (d), (e), (f) and (g) of this clause shall apply.

(iv) Utility Service Relocation

In developing the construction program, the Contractor shall consider all issues associated with the relocation of public utility services. The Contractor shall fully inform itself of the impact of the works under the Contract on existing services and make allowance in its construction program for the lead times required by each service authority for design, liaison, supply of materials, notification to residents and construction periods, including making allowance for any periods of the year when services cannot be relocated.

The Contractor shall consider the impacts of its Service Relocation Strategy in the development of its Construction Program.

(c) Review of Submitted Program

- (i) If the Superintendent considers that the submitted construction program or any subsequent revision thereto does not show sufficient details, or is impractical, or does not comply with the requirements of the Contract, or will not result in 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 resubmit to the Superintendent an amended construction program within five business days for further review.
- (ii) Should the submitted construction program provide for completion of the Works or a separable part of the Works in advance of the relevant times for Practical Completion and the Superintendent does not direct the Contractor to supply an amended construction program, the Contractor may proceed to prosecute the work in accordance with the submitted construction program at the Contractor's own risk. The dates for particular activities or Practical Completion shown on a construction program will not be accepted as a substitute for any corresponding specified dates in the Contract which shall continue to be the basis for assessment of progress of work and any claims made under the Contract for extensions of time and additional costs.

(d) Review of Progress

At generally monthly intervals unless otherwise agreed, the Contractor and the Superintendent shall together review the progress of the work under the Contract in comparison with the current construction program. Prior to the meeting, the Contractor shall update the current construction program to show the status and progress of work on each activity. Progress shall be recorded by means of actual start and actual finish dates for activities, together with percentage completion and/or remaining duration of incomplete activities.

The review of progress will be conducted as a site meeting between representatives of VicRoads and the Contractor held generally monthly, or at shorter intervals as decided by the Superintendent. Reviews held as site meetings shall be chaired by the Superintendent or the Superintendent's representative and minutes shall be prepared by the Superintendent and distributed to the Contractor within 10 business days of the meeting.

(e) 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.

- (i) The Contractor shall submit to the Superintendent updated construction programs:
 1. at intervals not exceeding three (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 five 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 built" 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 35.4;
 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 35.4 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.

(f) 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.

(g) 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.

160.D2 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:

Whole of Works	-	5: "working" days
Separable Part A	—	##: "working" days
Separable Part B	—	##: "working" days
Separable Part C	—	##: "working" days
Separable Part D	—	##: "working" days

This allowance includes allowance for periods when works are suspended due to adverse weather. This allowance is included in the Contract duration 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 Clause 12 of 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 five business 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 ten 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 one working day for each ten hours of certified time in excess of the allowance. No extension of time will be granted until the total excess period equals ten hours or a multiple thereof. Periods of less than ten hours' duration shall accrue to form part of any subsequent extension of time.

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

160.D3 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 Clause 32 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 7.00 a.m. or sunrise, whichever is the later, and 6.00 p.m. or sunset, whichever is the earlier;

unless otherwise specified or approved by the Superintendent.

Work outside the proposed working hours without written approval of the Superintendent may proceed only in the following situations:

- in cases of emergency;
- where situations would create significant traffic disruption and/or hazardous conditions unless rectified; or
- when plant breakdown or extenuating circumstances have delayed an activity that cannot be stopped.

PART E - PROSECUTION OF WORK

160.E1 SITE MANAGEMENT AND SUPERVISION

(a) Site Supervision

The Contractor's site management, programming and program control, quality assurance and methods of work shall be supervised daily by an experienced and qualified engineer. This engineer shall possess the experience and qualifications which would be acceptable to the Institution of Engineers Australia as satisfying the requirements for Corporate Membership, including at least five years' experience in the relevant construction field.

(b) Site Survey

For the purposes of setting out the Works in conformity with the specification and drawings, the Contractor shall engage an experienced and qualified surveyor. This surveyor shall possess the experience and qualifications which would be acceptable to the Institution of Surveyors, Australia as satisfying the requirements for Corporate or Associate Membership or alternatively, possess the experience and qualifications which would be acceptable for Membership to the Institution of Engineering and Mining Surveyors, Australia.

The surfaces and quantities measured by the Contractor under this Contract shall be made available to the Superintendent in an electronic Microstation format or other format approved by the Superintendent.

(c) Landscape Supervisor

The Contractor shall nominate a Landscape Supervisor to be on site for the duration of all landscape work. This person shall have a Landscape Trade Certificate (TAFE), equivalent qualification or at least 2 years horticultural expertise on work of a similar size and scope.

Should the Contractor's site supervisory staff prove unsatisfactory with respect to progress, quality of work and methods of work, the Superintendent may direct the Contractor to provide such additional competent and experienced staff as may be necessary to ensure satisfactory progress of the Works and that the quality and the methods of work are acceptable.

160.E2 PROVISIONAL ITEMS

(a) General

Prior to commencement of any works to be undertaken on provisional items, the Contractor shall obtain approval of the Superintendent for the works to proceed.

(b) Establishment of Daywork Rates

(i) Labour and Plant

Within 10 business days of a request by the Superintendent, the Contractor shall submit to the Superintendent for acceptance daywork rates for labour and plant not included in the Schedule of Daywork Rates and which are proposed to be employed for work included under this clause.

Where no Schedule of Daywork Rates was included in the tender documents, the daywork rates submitted for acceptance by the Superintendent shall apply to all labour and plant proposed to be used for the work.

The rates shall be submitted as hourly rates, or where daily rates are used, the hourly rate shall be taken to be one-tenth of the daily rate. These rates shall also cover all overhead administrative costs, all operator costs including site allowances, mobilisation costs, fuel, servicing and profits, and if accepted shall be taken into account by the Superintendent in making a determination pursuant to sub-Clause 40.3 of the General Conditions of Contract.

(ii) Materials

The maximum allowance for management, supervision, administrative costs, overheads and profit for the supply of materials directed by the Superintendent to be incorporated into the Works as part of directed Daywork shall be 10% and shall be applied to the actual costs of the material supplied.

If the rates submitted by the Contractor for labour and plant are considered to be unacceptable, the Superintendent will advise the Contractor accordingly within 10 business days after which the Contractor shall resubmit within 10 business days amended rates for acceptance. If such rates are still unacceptable, the Superintendent will set rates within 15 business days of the submission of the amended rates.

In setting the rates for labour and plant the Superintendent will consider current market rates, other contract rates for similar labour or items of plant doing similar work on other contracts, the model, age and condition of items of plant proposed for use on the Works by the Contractor and other relevant information and factors.

Daywork rates submitted with the tender will be subject to the relevant price adjustments provided for in the Contract. Daywork rates submitted and accepted or set by the Superintendent during the Contract will not be subject to price adjustment but may be reviewed at periods not less than six (6) months.

Dayworks shall not proceed using labour, plant and materials which do not have daywork rates accepted or set by the Superintendent.

Labour, plant and materials used for urgent repairs in accordance with Clause 39 of the General Conditions of Contract, and for which no daywork rates have been accepted or set by the Superintendent, will be paid for in accordance with the provision of Clause 40 of the General Conditions of Contract.

160.E3 CO-OPERATION

VicRoads 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.

160.E4 MAINTENANCE OF SITE

The Contractor shall, ~~in accordance with the requirements of Section 750,~~ maintain the roads and all other road reservation areas within the Limits of Works for the period between the date of possession of site and Practical Completion of the whole of the Works including periods of suspension.

The Contractor shall respond to an emergency with an "Initial Emergency Response Unit" consisting of the following:

- a minimum of 2 personnel with appropriate traffic management qualifications and vehicle,
- an emergency kit of temporary warning signs, flashing lights, barriers, safety clothing, shovels, brooms, chainsaw and a mobile telephone.

In addition the Contractor shall maintain on site one (1) cubic metre of sand or other absorptive product and one half (1/2) a cubic metre of premix asphalt exclusively for use in the event of an emergency.

Immediately following achievement of Practical Completion of the Contract the Contractor and the Superintendent's Representative shall conduct a Routine Maintenance Condition Survey of the whole of the maintenance area to record those maintenance elements outside the specified intervention standard. Where a maintenance feature is identified outside the specified intervention standard the Superintendent may:

- (a) direct the Contractor to bring the deficient asset feature elements to within the specified intervention standard within a period to be determined by the Superintendent; or
- (b) arrange for the rectification of those features by others and in this event a deduction will be made to the Contract Sum for the full cost of such works.

The Superintendent will provide a written record of the Contract Completion Condition Survey to the Contractor within 10 business days of the completion of the survey. The Superintendent's ruling on the condition of any asset feature element will be final.

160.E5 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 as defined in Section 175.

(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 either online at the VicRoads website (Online Services) or by subscription to the update service by VicRoads Bookshop.

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 160.E5(d) above, shall be calibrated by a laboratory accredited by NATA for the particular calibration method.

~~160.E6 — BLASTING~~

~~(a) — Blasting shall not be undertaken in the execution of the work under the Contract.~~

~~(b) — Blasting may be permitted in the execution of the work under the Contract.~~

~~— Unless otherwise consented to by the Superintendent, no explosives shall be manufactured or charges loaded before 7.00 a.m. or after 3.00 p.m. or on any day other than an ordinary working day and no charge shall be primed and no shot fired before 9.00 a.m. or after 3.30 p.m.~~

~~— The Contractor shall give occupants of nearby buildings and structures, and owners of underground services adequate notice of intended blasting. Prior to blasting the Contractor shall arrange with occupants and the owners of underground services for any necessary protection of persons, property or livestock.~~

160.E7 DRAINAGE OF WORK SITE

The Contractor shall at all times provide for the safe discharge of seepage, drainage and stormwater during the execution of the works under the Contract. The Contractor shall be responsible to obtain all approvals from the local authorities and accept all costs associated with the discharge of any water into an existing outfall on a temporary or permanent basis.

160.E8 CLEAN UP OF SITE

Unless otherwise specified, the Contractor shall remove from site, before the cessation of work each day, all temporary or surplus material not forming part of the specified works. The Contractor shall be responsible for the proper disposal of the temporary or surplus material and no additional payment will be made for this work.

160.E9 INSTRUCTIONS BY OTHER GOVERNMENT DEPARTMENTS AND AUTHORITIES

Other government departments and authorities and their representatives, whether federal, state or local, often have responsibilities that impact on VicRoads' works.

The Contractor shall report any instruction (orders or directions) given by an authorised representative of these government departments and authorities to the Superintendent immediately by mobile phone or as soon as practicably possible.

The Contractor shall co-operate with an authorised representative who is requesting access to the site under powers conferred by legislation and follow any instructions given by the authorised representative in the format nominated by the legislation.

PART F - OFF-SITE

160.F1 INSPECTION OF PROPERTY

Prior to commencing operations, the Contractor shall ~~engage a suitably qualified and experienced architectural consultant to undertake inspections on all buildings and structures (including heritage structures) within a minimum distance of 100 m of the site. Two copies of the written existing conditions report for each property, including any photographs, shall be prepared and signed by the property owner and the architectural consultant.~~

The condition of the buildings, structures and the property shall be detailed in the existing conditions reports which shall form the basis of assessment of any structural damage to buildings and structures arising out of the Contractor's operations in the event of a claim by the owner/occupier. The Contractor shall be responsible for the repair of any damage caused to property due to the Contractor's operations.

The Contractor shall submit to the Superintendent a copy of all existing condition reports of property and buildings prior to commencing work adjacent to such property or building. The copy of this report will be returned to the Contractor within 10 business days of submission.

For the purposes of this clause the Site is defined as the nearest point of the work adjacent to any building or structure.

The Contractor shall bear all costs associated with any claim for damages resulting from the effects of the Contractor's operations, including ground vibration, directly caused by the Contractor's construction methods. The cost of such damage shall be in addition to damage caused by other action attributed to the Contractor's work.

Before final payment is made, the Contractor shall obtain written clearance from all landowners and occupiers affected by the provision of this clause, to certify that the landowner and occupier have no claim for any loss or damage due to the Contractor's operation. A copy of all written clearances shall be forwarded to the Superintendent prior to the Contractor's Final Claim.

160.F2 WORK IN PRIVATE PROPERTY

Where the Contractor is authorised by the Superintendent to enter private property to carry out work under the Contract, the Contractor shall give the occupier of the land a minimum of five business days notice of intention to enter or to remove any fence and shall also erect any temporary fencing that may be necessary.

Entry shall be by a gate, or gates to be erected by the Contractor which shall be kept securely locked when not in use. Where fences are rabbit proof, the gates erected shall also be made and kept rabbit proof, and the Contractor shall be responsible and liable for the trespass of vermin.

160.F3 CLEARANCES FROM LANDOWNERS AND OCCUPIERS

Before final payment is made, the Contractor shall produce written clearances from all landowners and occupiers whose properties have been entered by the Contractor or the Contractor's employees or agents, for the purpose of carrying out work under the Contract, to certify that the landowner and occupier have no claim against VicRoads for any loss or damage due to the Contractor's operations and that the land and improvements have been left in a satisfactory condition.

160.F4 COMMUNITY LIAISON

Where the work under the Contract may cause disruption, annoyance or inconvenience to the public, the Contractor shall be responsible for all aspects of community consultation and advice to the public. Such advice shall include early notice to provide a high level of public awareness prior to particular events/activities, 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 shall not be required to answer questions/issues/concerns that deal with the overall need 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.

Any correspondence intended for distribution to residents or the public is to be submitted to the superintendent to seek approval prior to distribution.

160.F5 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.

160.F6 FAILURE TO LODGE SECURITY DEPOSIT AND RETURN OF EXECUTED CONTRACT DOCUMENTS

No contract payments will be made until the Contract security 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.

160.F7 SECURITY

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% up to a maximum of 2.5% of the Contract Sum;
- as indicated in Annexure A of AS4000.1997.

Where Annexure A of AS4000.1997 does not indicate which option is to apply then (a) shall apply to this Contract.

160.F8 GOODS AND SERVICES TAX

- (a) Any Contract lump sum amounts or rates in Contract Schedules of Rates are exclusive of any GST but are inclusive of all the Contractor's expenses, insurance, duties, imposts, charges and taxes payable by the Contractor.
- (b) All invoices shall be in the form of a "tax invoice" as defined in the relevant legislation, including supplying the Contractor's Australian Business Number. The GST component of the invoice shall be separately identified.

The Contractor shall provide any other requisite information to enable VicRoads to claim any related input tax credits.

VicRoads will pay to the Contractor on any supply in accordance with this Contract an amount equivalent to the GST payable by the Contractor under GST Law.

- (c) In this clause GST Law means A New Tax System (Goods and Services Tax) Act 1999 as amended and includes any Act of the Australian Parliament that imposes or deals with GST.

160.F9 PAYMENT OF SUBCONTRACTORS

Not earlier than 10 business days after the Contractor has made each claim for payment under Clause S17, and before the Principal makes that payment to the Contractor, the Contractor shall give to the Superintendent a statutory declaration, in a form satisfactory to the Superintendent, by the Contractor or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts declared, that all subcontractors have been paid by the due date all moneys due and payable to them in respect of work under the Contract.

In this declaration "Subcontractors" includes suppliers, plant and equipment hirers, consultants and other service providers engaged by or contracted to the Contractor in connection with the work under the Contract.

160.F10 DEFECTS LIABILITY

Further to Clause 37.2 of the General Conditions of Contract any omissions and defects which existed at the commencement date of the Defects Liability Period shall be corrected by the Contractor within the time nominated by the Superintendent in writing. Where the Superintendent has not nominated the time for correction of omissions and defects the Contractor shall undertake any required work within 20 business days of the commencement date of the Defects Liability Period.

160.F11 FINAL STATEMENT BY CONTRACTOR

Further to Clause S17 of the General Conditions of Contract the Superintendent may at any time after the issue of the Certificate of Practical Completion and before the issue of the Final Certificate direct the Contractor to furnish to the Superintendent a final statement of all claims the Contractor has against VicRoads.

PART G - INSURANCE AND INCIDENT REPORTING

160.G1 MOTOR VEHICLE INSURANCE

Before commencing work under the Contract, the Contractor shall take out either a comprehensive motor vehicle insurance policy or a third party property damage insurance policy to cover their liabilities to third parties in connection with the use of motor vehicles in relation to the work under the Contract and shall ensure as part of engaging any subcontractor to carry out work under the contract that all their subcontractors also hold such insurance.

The insurance cover shall be for an amount not less than \$10,000,000 and shall be effected with an insurer or insurers approved in writing by the Corporation, which approval shall not be unreasonably withheld. The policy shall be maintained for so long as motor vehicles are used in relation to the work under the Contract.

160.G2 WORK OVER RAILWAY PROPERTY

Where the work under the Contract includes work on, or in the vicinity of, property owned by or under the control of the Director of Public Transport or the Victorian Rail Track Corporation or any other rail service or rolling stock provider established from time to time or its successor(s), the Contractor shall notify the Victorian Managed Insurance Authority (VMIA):

- (a) that such work will occur under the Contract; and
- (b) to include the names of the Director of Public Transport, the Victorian Rail Track Corporation and/or other rail service or rolling stock provider as additional named insureds on the policy.

160.G3 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 be in the form of or to the effect of the VMIA incident reporting database. This database may be downloaded from the VMIA's website at www.vmia.vic.gov.au. To navigate to the database downloading link, select: Government Program/Risk Management/reporting an incident

The Incident Reporting System shall record all incidents in respect of which any third party may claim, together with all matters subject to VMIA's mandatory reporting requirements. 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, although this is not reportable to the VMIA.

160.G4 REPORTABLE INCIDENTS

Upon the happening of any Incident likely to give rise to a claim under Clause S15, the Contractor shall give notice thereof to VMIA, with a copy to 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.

160.G5 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 endeavour to 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 Corporation and the VMIA 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 or effected by the Corporation under Clause S15 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 VMIA under its Policy (which excludes registered vehicles), the Contractor shall, at its own expense, in accordance with Policy conditions:

- (a) notify the VMIA immediately -
 - (1) by telephone if the matter is sufficiently serious to alert the VMIA and seek advice, and
 - (2) in writing, with a copy to the Superintendent,
and preserve any evidence, such as notes or photographs;
- (b) send to the VMIA 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 VMIA in the investigation and defence of claims, including attendance at court if required.

160.G6 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 VMIA (together with the date of such report) and the status of resolution of each Incident.

160.G7 AUDITING OF INCIDENT REPORTING SYSTEM

The Contractor shall permit the Superintendent, staff of the VMIA, 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.

160.G8 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.