



## Special Conditions as prepared by Darwin International Airport (DIA)

### 1. Audit

- 1.1. The Principal or agents of the Principal may at any time and from time to time, undertake an audit of the contractors records to verify to the satisfaction of the Principal the validity of information being submitted by the contractor, and, The Contractor must comply in all respects with any request from the Principal for
  - 1.1.1. Further information and documents.
  - 1.1.2. Request certification for locations of services plotted on as built drawings
  - 1.1.3. The principle or its representatives reserves the right to access the site at any time

### 2. OH&S Systems

- 2.1. The Contractor will be required to maintain an OH&S System that provides a safe working environment for all staff and sub-contractors working on the site. The contractor will be required to comply with all safety legislation and Australian standards and regulations relating to the site or the works and pay all associated on costs.
- 2.2. Live work on electrical installations is not permitted.
- 2.3. Ground penetrating radar shall be used prior to all works that penetrate concrete or ground – including for installation of star pickets and pegs- or if that is not possible pot-holing or shutting down of all services will be required to verify the works can proceed safely.
- 2.4. The contractor shall use a permit system authorized by an appropriate company officer for any high risk/hazard works.
  - 2.4.1. Reporting incidents To DIA:
  - 2.4.2. At first opportunity for safety incident/accidents.
  - 2.4.3. After property incident.
  - 2.4.4. For near miss.
  - 2.4.5. Proof of toolbox to site persons for issues raised by DIA and to demonstrate corrective measures following incident investigation or ongoing improvement.
  - 2.4.6. Main contractor to table OHS&E plans before the site compound, Hoarding or fences are established.
  - 2.4.7. Notify NTF&RS of any shut down in services that may affect fire detection or suppression.

### 3. Taxes, Duties, Fees etc

- 3.1. The Contractor will make allowance in its Tender (including the Contract Price) for all fees, duties, royalties, premiums, costs, charges and the like which will be due and payable to any person or authority in respect of the works.
- 3.2. Amounts submitted in the Tender (including the Contract Price) must be inclusive of GST.

### 4. Car parking

- 4.1. Will be at the cost of the contractor

**5. Statutory declaration**

5.1. The Contractor shall provide a statutory declaration with each progress claim attesting that all suppliers, employees and entities contributing to the project have been paid to all due entitlements to date.

5.1.1. If the Contractor fails to provide a statutory declaration the corporation shall withhold payment or retention of money due to the Contractor until the statutory declaration is received. This money shall be held as retention until satisfactory evidence is provided that all secondary subcontractors, suppliers or employees have been paid their 'entitlements to date'.

**6. Trade break ups:**

6.1. A trade break up valuation is placed on:

6.1.1. As built drawings and manuals = \$45,000.00

6.1.2. Trade break up to be submitted with tender- and to the approval of the QS / client

**7. Contractor's Representative**

7.1. The Contractor or his representative shall have sufficient command of the English Language and of Australian building and technical terminology to be able to read, converse and receive instructions in English.

7.2. Maintain at all times OHS&E officer and safety supervisor – with validated qualification / competency

**8. Time for Completion & Program**

8.1. The Contractor shall complete the whole of the works within xx weeks from the date shown on the signed acceptance. The contract time for completion is inclusive of all public holidays and weekends and inclement weather.

8.2. The Contractor shall allow for all out of hours works as necessary to coordinate the works with ongoing airport operations and staging requirements.

8.3. The contractor is to submit staging plans and a program for approval that address when and where the works will be staged to meet the program and to work around ongoing airport operations and trading.

**9. 4. Security**

9.1. Further to the provisions of the General Conditions of Contract, security shall be lodged before approval to commence on the site will be given. Failure to lodge security within two (2) weeks from the date shown on the signed acceptance will be considered a substantial breach of contract in accordance with the General Conditions of Contract, unless the parties agree that 10% of each progress claim is withheld by the Principal until the total amount withheld is equivalent to 5% of the Contract Price.

**10. Drawings**

10.1. Other drawings and details supplied during the currency of the Contract shall form part of the Contract.

10.2. The Contractor shall keep at least one copy of each relevant drawing, specification and instruction at the site of works, available for inspection by an authorized representative of the Superintendent.

**11. Provision of As-Built Drawings**

11.1. The Contractor must provide the Principal with a full electronic set of appropriately scaled 'as-built drawings' Plans for the works as a prerequisite for being granted Practical Completion and a copy of all operating manuals, instruction books and similar material relating to the works and any plant and equipment (in a data format specified by the Principal) together with a non-revokable royalty-free license to use such. The Contractor acknowledges:

11.2. All plans produced as part of an Airport project are to be supplied as- built/as-constructed drawings and locations of all services to be verified by a licensed surveyor for location and depth.

11.3. All drawings provided must be AutoCAD 2000 (or later version) DWG files with one drawing per file, final names must represent the drawing number and a set of signed PDFs must also be supplied to the Principal.

11.4. As-constructed digital survey of facilities and infrastructure extending out from and including the building line, e.g. roadways and kerb lines, all above ground features, aboveground and underground services, must comply with the following as constructed survey specifications:

11.4.1. Data Capture Requirements for As-Constructed Site Surveys (:NTA GENERAL SITE ASCON SPECS.DOC Version 1.0 – Controlled Document); and Associated CAD layer

Structure (:NTA GENERAL SITE AS-CON LAYER CONFIG.XLS).

11.4.2. If upon Practical Completion the Contractor fails to provide as built drawings per this clause; it shall be treated as a default of Contract.

## 12. Contractor's Representative

12.1. The Contractor or his representative shall have sufficient command of the English language and of Australian building and technical terminology to be able to read, converse and receive instructions in English.

12.2. The Contractor shall ensure full time supervision site at all times.

## 13. Security Rules at Airport

13.1. The Contractor agrees to comply with the requirements of the Airport Security Rules and a breach or failure by the Contractor to do so gives the Principal, in addition to its other rights and powers, the right to immediately stop the contractor from working and remove either part of all of the contractors employees and sub contractors from the work site. In addition, any incident which results in a security breach will require the contractor to rectify the noncompliance as instructed by DIA. The contractor may be required to assist the Principal with a full investigation into any breach of security.

13.2. If the Contractor is required to work airside, the Contractor's employees must hold an Aviation Security Identification Card ("ASIC") and comply with the Aviation and Transport Security Act 2004 (Cth) and Aviation Transport Security Regulations 2005 (Cth). An ASIC may be obtained from the Terminal Control Centre located in the Darwin International Airport Terminal. Costs associated with the ASIC are at the sole expense of the Contractor.

13.3. Any persons going Airside are subject to:

13.3.1.1. Search

13.3.1.2. drug testing and DIA DAMP policy. Contractor to allow for all associated costs

13.3.1.3. Airside & DIA mandatory permits. Contractor to allow for all associated costs

## 14. Induction of Contractor

14.1. The Contractor shall ensure all employees, agents and sub-contractors shall comply with the Principal's induction requirements as outlined in the Northern Territory Airport Site Rules (per clause 21) and otherwise as notified by the Principal from time to time.

14.2. All costs associated with compliance of this clause shall be met by the Contractor

14.3. Inductions to be wholly arranged, supervised and managed by the Contractor.

## 15. Power to Dismiss Men

15.1. The Superintendent may require the instant dismissal from the 'site' works of any agent, overseer, foreman or other person employed on the works or in connection with the work, whether employed by the Contractor or not and the Contractor shall immediately comply with or ensure immediate compliance with such requirements and the Contractor shall not again employ a person on site so dismissed on or in connection with the works. Nothing in this clause shall oblige the Contractor to breach any employment law.

## 16. Interpretation of Terms

16.1. Where such phrases as "as may be directed", "to approval", or "approved" etc are used in this Specification, they shall mean that the direction and approval of the Superintendent is referred to, irrespective of any trade usage.

16.2. HOLD POINT A point beyond which work shall not proceed without written acceptance/concurrence or direction by the designated person or authority.

16.3. WITNESS POINT A point in a process or activity of which a designated person or authority must be advised in advance.

## 17. Standard Specification and Codes

17.1. Unless otherwise specified, materials, manufactured articles and workmanship shall conform to relevant specifications and codes as advised from time to time.

## 18. Commencement of Work

18.1. The Contractor shall commence work not more than two (2) weeks after appointment. At the commencement of work and from time to time, the Contractor shall confer with any Sub-Contractors, persons engaged on separate orders, in connection with the work and with the Superintendent for the purpose of co-ordination and execution of the various phases of the work.

**19. Inclement Weather**

19.1. Delays caused by inclement weather will not be grounds for a variation of payments under the Contract nor extension of time

The Contractor shall have allowed in the tendered prices for any costs which may be incurred by delays caused by inclement weather. However Darwin can see extraordinary statistical rainfall double that of the norm. Therefore DIA will appraise any reasonable claim for events beyond the normal average wet season statistical records should extreme events occur such as a cyclone.

19.2. to ensure records are kept to allow for a fair assessment of such a claim- After a period of inclement weather the Contractor shall submit for each respective period of inclement weather, a report in writing in relation to progress of the works due to such inclement weather. The Superintendent shall review the report and shall confirm his agreement or otherwise on actual periods during which work on the Site was affected.

The purpose of this report is record events should special consideration be requested due to abnormal seasonal activity, that could not be reasonably foreseen. The contractor is reminded however the program is otherwise inclusive of all normal inclement weather and they shall not give rise to an EOT.

19.3. For the purposes of this clause "inclement weather" shall include for operations on the original approved critical path

19.4. Contractors shall be deemed to have fully considered these provisions in relation to programming of the works and selection of plant and methods of construction.

19.6. No recognition will be made or approval given to claims for delays due to inclement weather occurring outside the Hours of Work (as defined in the Contract) and on days when work is not normally programmed to be carried out by the Contractor. Also, no approval will be given to claims for delays due to inclement weather which does not actually stop or delay work on the original approved critical path.

19.7. No recognition will be made or approval given to claims for delays due to inclement weather at places other than the site of the works.

**20. Sanitary Accommodation**

20.1. The Contractor shall adhere to all health and safety legislation and regulatory requirements.

20.2. The Contractor shall provide adequate and clean sanitary accommodation for use

20.3. of all persons employed upon the works and clear away and remove such accommodation from the site on completion of the contract.

**21. Light and Power and hoardings**

21.1. The Contractor shall install any temporary electric and power installations, including metering required for executing the work under the Contract all in accordance with the relevant regulations and shall pay all costs and charges in connection with the installation and use of such services.

21.2. The Contractor must obtain electrical compliance certification for all temporary accommodation necessary for undertaking the works.

21.3. The contractor shall erect appropriate hoardings to control dust & noise and to safely segregate public from the works.

**22. Traffic control:**

22.1. The contractors shall allow for all traffic control to the Australian standard and local bylaws and to the satisfaction of DIA.

22.2. A traffic Plan must be submitted by a qualified/competent traffic management firm before the works commence.

**23. Water**

23.1. The Contractor shall arrange for the supply of all water required for executing the works under the Contract and pay all incidental charges, including cost of water so used.

23.2. The Contractor must obtain certification from a licensed plumber in relation to all water infrastructure for temporary accommodation necessary for undertaking the works.

**24. Works in the Vicinity of Services**

24.1. Prior to commencing any excavation, boring of holes, saw cutting of roads/concrete, blasting, rock breaking, soil compaction or similar activity in the vicinity of; water, sewage, electricity or gas services, or for any breaking of ground where services are not suspected, the same precautions shall be made.

The Contractor shall obtain all available information regards the location of the cables from the

Principal- But shall not rely on such information as being accurate.

24.2. The Contractor shall pothole or hand dig after ground penetrating radar is used to check for any service.

24.3. Without limiting the above, before commencing works the Contractor will instigate within its team and shall obtain from the contractor's project manager an excavation permit and permission to proceed stipulating that all parties are aware of this procedure and must comply with all its conditions.

The principal will require the contractor to demonstrate they have their own contractor permit system as a prerequisite for breaking ground or existing concrete floor slabs. Where a service has been identified and a request to shut it down is tabled. Such request shall be no less than 3 working days before the proposed works.

## 25. Co-Operation

25.1. The Contractor is advised that he does not have sole possession of the site, and that there may be other organizations, also with joint possession of the site for the purpose of other works, occupying the site. All reasonable efforts are to be in co-operation and coordinated with other contractors on the site.

## 26. Storage of Contractor Materials and site office

- 26.1. Contractor materials and plant shall only be stored in locations approved by the Superintendent.
- 26.2. It shall be the responsibility of the Contractor to provide storage facilities and site office facilities.
- 26.3. The contractor is reminded to comply with airport security requirements and mandatory fence clearances.

## 27. Site Rules and Control

- 27.1. The Contractor and all the Sub-Contractors shall observe all rules and regulations in force on the site, including but not limited to the Northern Territory Airport Site Rules (which shall include the induction procedure) and shall comply with all notices and instructions issued by the Superintendent in relation to such rules and regulations.
- 27.2. When flammable or combustible materials are to be stored or used the Contractor shall adhere to Workplace Health and Safety Act (NT) and Workplace Health and Safety Regulations (NT).
- 27.3. No two way radios are permitted on site that could interfere with airport/aircraft operations.
- 27.4. Permission and coordinates needs be sought no less than 3 days before erecting cranes, floodlights and boom pumps.

## 28. Environment and Other Laws

- 28.1. The Contractor must, at its own cost in all things:
  - 28.1.1. Ensure compliance with all legislative requirements that relate to the conduct of the Airport, and the Site, and in particular the requirements contained in Part 4 of the Airports (Environment Protection) Regulations (Cth) and Parts 5 and 6 of the Act; . without limiting paragraph (a) of the regs.; ensure the contractors prevents or, where prevention is not reasonable or practicable, minimise the generation of noise and Pollution from activities in and around the Site;
  - 28.1.2. ensure the contractors when using any machine or equipment in and around the Site, uses in conjunction with that machine or equipment such additional equipment as is necessary and appropriate to prevent, minimise, measure, record and monitor the generation of noise and pollution; and not exceed 80DbA limit entering the inside of the terminal building. –appropriate insulated hoarding will be used where abutment and extension to the existing terminal occurs.
  - 28.1.3. consider and ensure compliance with any Airport Master Plan or Major Development Plan, Darwin International Airport Environment Strategy and Darwin International Airport Landscape Master Plan in force from time to time, which has been provided to the Contractor;
  - 28.1.4. .ensure that any activities in and around the Site, and any activities of the Contractor, its employees agents and contractors in and around the Airport, comply and are consistent with the Airport Environment Strategy;
  - 28.1.5. . ensure compliance with any directions given by the Principal or the Airport Environment Officer in relation to environmental issues at the Airport, including, but not limited to, all directions in relation to storm water runoff and storm water management plans; and
  - 28.1.6. Ensure compliance with any Northern Territory of Australia or Commonwealth laws applying

to the Site or the activities of the Operator in relation to environmental issues, pollution and waste management.

### **29. Disposal of Refuse**

29.1. Refuse from construction operations (including foodscraps and the like) shall be removed from the site.

29.2. Refuse shall be handled in a manner so as to confine the material completely and prevent dust emission.

### **30. Trucking**

30.1. All trucks leaving the site with earth materials or loose debris shall be loaded in a manner that will prevent dropping of materials on streets and shall have suitable tarpaulins fastened over the load before leaving the site. Trucks bringing earth materials to the site shall be similarly loaded and covered.

30.2. The Contractor shall ensure that the wheels, tracks and body surface of all vehicles and plant leaving the site are free of mud and that mud is not carried on to adjacent streets or other areas. If earth material or loose debris is left on the roads within the Airport boundary, then at the Principal's direction the Contractor must remove. Failure to remove shall result in the Principal removing at the Contractor's cost.

### **31. Soil Conservation**

31.1. All proper precautions shall be taken by the Contractors to prevent erosion of soil from any lands used or occupied by the Contractor in the execution of the work under the Contract.

### **32. Damage to Services**

32.1. The Contractor shall immediately notify the Superintendent and the Officer-in- Charge of the area, in the event of damage to any water, gas, steam, compressed air, electric, drainage, sewage, telephone, fire alarm, control cable or other service in the area. The Contractor shall render any assistance required in connection with any such incident, but otherwise work in that vicinity shall be stopped immediately and not recommenced until instructed by the Superintendent.

32.2. Where the service is indicated in the Contract, or is evident on the site or has been pointed out by the Officer-in-Charge of the area or by the Superintendent, the Contractor shall be liable for the cost of any necessary repairs.

32.3. . Where the Contractor encounters any services, details of which are not given in the drawings or from Dial Before You Dig Information and/or specification and which are not evident on the site or which have been pointed out to him as carried out his operations with reasonable care, the cost of reinstatement, diversion or other associated work, may be paid as an extra to the Contract.

### **33. Salvaged Materials**

33.1. Materials, plant, equipment, fixtures, and other things salvaged from the site of the works shall remain the property of the Principal unless informed otherwise.

33.2. The Contractor shall be responsible to remove unwanted materials from the site.

### **34. Quality Assurance**

#### **34.1. Requirement**

34.1.1. The Contractor shall control the quality of the work and shall fully implement a quality management system under this Contract in accordance with the requirements of the current Australian and

34.1.2. International Standard AS/NZS ISO 9002:1994.

### **35. QA Management Representative**

35.1. The Contractor shall be required to nominate a suitably qualified Quality Assurance Representative (QAR) who is at management level with the appropriate authority to effectively control the complete quality assurance process. For construction works the Representative shall be site based.

### **36. Quality System Documentation**

36.1. The Contractor shall submit to the Superintendent a copy of the following documents within 14 days of the award of the Contract:

36.2. . Certificate of Approval to AS 9001 (or 9002);

- 36.3. Corporate Quality Manual (for review and return to the Contractor);
- 36.4. Two controlled copies of the Project Quality Plan.
- 36.5. The Contractor shall also provide the Superintendent with access to inspect Corporate Quality Procedures applicable to this Contract.
- 36.6. The Project Quality Plan shall follow the guidelines of interim Australia and International Standard AS/NZS ISO 9004.5 (Int.): 1995. Guidelines provided by Australian Standard AS/NZS ISO 3905:1997 shall also apply.
- 36.7. The Project Quality Plan shall cover all quality system elements required by the appropriate Quality System Standard as specified, that are applicable to this Contract.
- 36.8. . As a minimum, the Project Quality Plan shall contain the following information:
  - 36.8.1. A Project Organisation Chart or list of nominated Project Personnel showing their positions, lines of communication and details of the responsibilities of the positions.
  - 36.8.2. Details of the qualifications and experience of the following positions:
  - 36.8.3. Project Manager;
  - 36.8.4. Construction Manager;
  - 36.8.5. Project Engineer;
  - 36.8.6. Contractor's Quality Representative (QAR);
  - 36.8.7. Surveyor;
  - 36.8.8. Foreman, Supervisor(s).
  - 36.8.9. Inspection and Test Plans for the various phases during manufacture, construction and commissioning, as applicable to the project, to be submitted at least 7 days prior to commencement of the relevant activity.
  - 36.8.10. A copy of the NATA Terms of Registration for the Contractor's Compliance Testing Laboratory (Internal or Sub-Contract).
  - 36.8.11. Project specific operating procedures or descriptions outlining in as a minimum, details of activities, who is responsible for implementation/verification, identification of relevant Quality Records and distribution and of such records, to be submitted at least 7 days prior to commencement of relevant activities.
  - 36.8.12. A Register of all intended Quality Records to be used on the project, together with proformas.

### **37. Inspection and Test Plans**

- 37.1. Inspection and Test Plans shall contain at least the following information for each significant activity identified in the relevant process:
- 37.2. Description of activity;
- 37.3. Specification requirements/reference;
- 37.4. Person responsible for activity (title);
- 37.5. Hold Points and Witness Points;
- 37.6. Activity checklists;
- 37.7. Inspection and test type; Tolerance or other acceptance criteria;
- 37.8. Identification of relevant procedure and quality records;
- 37.9. Test/inspection frequency;
- 37.10. Work item or work lot identification.
- 37.11. Inspection and Test Plans and examples of their relevant activities checklists established for this Contract shall be submitted to the Superintendent for review. Where considered necessary the Superintendent may request the Contractor to insert additional Hold Points or Witness Points. Provisions shall be made for any of the Contractor and Superintendent to sign off at these points.
- 37.12. Copies of fully completed Inspection and Test Plans are to be provided to the Superintendent prior to Practical Completion being awarded.
- 37.13. The Superintendent will conduct audits randomly – where it is found records are not accurate or available within 7 of the recoded event – a penalty shall accumulate valued at \$200 for each occurrence and be adjusted against the contract valuation.

### **38. . Publicity and Advertising**

- 38.1 Publicity or advertising by the Contractor will not be permitted on the works or site thereof unless authorized by the Superintendent and only in a form approved by the Superintendent.

### **39. . Contractors Security**

- 39.1. Annexure To the Conditions of Contract: Part A Clause 13F.
- 39.2. Amended to: Contractors security upon certificate of practical completion, issue of all warranties and submission of all as built drawings is reduced by: 50% of amount held

**40. Deliveries**

40.1. Only to designated areas and must be part of Traffic Management. Contractor is responsible for making all delivery drivers aware that parking in front of the Terminal building is strictly prohibited unless by special arrangement. Should security guard charges accumulated due to such a request – they shall be Bourne by the contractor.

**41. Declaration of High Risk Tools and Equipment**

41.1. Contractor will be required to declare and maintain a register of all high risk tools and equipment proposed for use on the project. The register will be assessed against the tools and equipment bought to site on a day to day basis by the contractor's security staff and be subject of inspection /audit by NT airports security personnel.