

**Appendix D: Detailed Requirements for Contract Plan**

**Road Asset Management Contract (RAMC) – Gen 2**

**January 2020**

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## **1 Introduction**

This document details the requirements of the Contract Plan to be prepared and submitted by the Contractor.

## **2 Details of the Contract Plan**

Each plan which comprises part of the Contract Plan must include the following elements:

- a) purpose and policy statements regarding the content of the plan
- b) brief description of each individual management plan and how they will be integrated across the services
- c) key Contractor personnel, their qualifications, responsibilities and authority under the Contract, as well as their contact information
- d) consortium and multi supplier relationships, communication strategy and key accountabilities, and
- e) sub-contractor management system.

The Contract Plan must be submitted and updated by the Contractor in accordance with the General Conditions.

## **3 Contract Plan Inclusions**

Contract Plan includes the Plans identified in Clause 13.1 of the General Conditions.

These documents must be included in one, loose leaf volume titled Contract Plan, and submitted in accordance with Clause 13.1 of the General Conditions.

## **4 Project Program**

A 'Project Program' is a statement in writing showing the dates by which, or the times within which, the various stages or parts of Asset Management Work in respect of a Project are to be executed or completed.

Each Project Program submitted to the Principal's Representative under Clause 53.4 of the General Conditions, or included in a Project Proposal in accordance with Clause 17.1 of the General Conditions, must comply with the requirements of this Clause 4.

### **4.1 Content of Project Program**

Each Project Program:

- a) shall be consistent with the current Final Annual Works Program approved under Clause 17.4 of the General Conditions,
- b) shall show the Contractor's bona fide planned work activities and sequences for bringing the Project to Practical Completion by the Date for Practical Completion specified in the Project Proposal, and
- c) shall not affect the time for performance by the Principal or the Principal's Representative of any of their obligations or oblige either of them to do anything earlier than is necessary to enable the Contractor to bring the Project to Practical Completion by the Date for Practical Completion specified in the Project Proposal.

## **4.2 Bar Chart Program**

Each Project Program must be in the form of a bar chart which includes:

- a) all significant key dates and milestones, including dates by which the Principal is required to supply information or materials, or is required to have done anything
- b) an appropriate number of activities not less than the number of individual roads involved in the Asset Management Work and the key milestones
- c) activity durations of not longer than 21 days
- d) a separate detailed activity listing showing coding, estimated duration and full logic links between activities
- e) one start activity (approval of the Project Proposal) and one end activity (Practical Completion attained)
- f) one or more continuous paths of zero float from the start activity to the end activity or end activities, and
- g) at least two calendars, one for calendar days and one for working days.

## **5 Quality Plan**

The Quality Plan must be consistent with:

- a) Transport and Main Roads Specification MRTS50 *Specific Quality System Requirements*, and
- b) any Quality Plan outline submitted with the Contractor's tender (except to the extent that any Quality Plan outline is inconsistent with MRTS50 or any of the other documents comprising the Contract, then the outline must be amended to the extent of any inconsistency).

The Quality Plan must include:

- i. procedures for the implementation and management of the plan,
- ii. procedures for demonstrating design life of the work under the Contract (where applicable)
- iii. systems for complying with the Performance Measurement Plan in Appendix B, including the Maintenance Levels of Service and rectification of defects
- iv. systems for reporting against the Performance Measurement Plan, including:
  - a. reporting against compliance with the Maintenance Levels of Service, and
  - b. reporting against the KPIs as set out in the Performance Management Plan.
- v. quality standards applied to achieve compliance for each element of the Works
- vi. the Contractor's internal non-conformance system to be applied, and
- vii. methods for continual improvement through learning from non-conformance and developments throughout the Term.

## 6 Environmental Management Plans

The Environmental Management Plans, which include cultural heritage management, and the environmental management of all works under the contract, including the routine maintenance activities, the Asset Management Works Projects, and all ancillary activities that may be required in the performance of the works under the contract, must be consistent with the requirements of Appendix L.

## 7 Workplace Health and Safety Management Plan

Without limiting Clause 30 of the General Conditions, the WHS Management Plan must comply with the requirements of the WHS Act and WHS Regulation (as those terms are defined in Clause 30 of the General Conditions) and any other associated Statutory Requirements.

The WHS Management Plan must include:

- a) the names, positions and health and safety responsibilities of all persons at each Site whose positions or roles involve specific health and safety responsibilities in connection with the work under the Contract
- b) the arrangements in place, between any persons conducting a business or undertaking at the Workplace where work under the Contract is being undertaken, for consultation, cooperation and the coordination of activities in relation to compliance with their duties under the WHS Act and the WHS Regulation
- c) the arrangements in place for managing any work health and safety incidents that occur at the Site
- d) any Site-specific health and safety rules, and the arrangements for ensuring that all persons at the Workplace are informed of these rules, and
- e) the arrangements for the collection and any assessment, monitoring and review of safe work method statements at the Workplace.

A copy of any amendments to the WHS Management Plan shall be submitted to the Principal's Representative within seven days after the date of such amendments.

## 8 Traffic Management Plan

### 8.1 Definitions

The terms used for Traffic Management Plans are defined in Table 8.1.

**Table 8.1 - Definitions**

Term	Definition
Manual	Transport and Main Roads Queensland <i>Manual of Uniform Traffic Control Devices</i> (latest edition)
Traffic	all vehicular, bike and pedestrian traffic through and around each Site
Traffic Guidance Scheme	a document including details of all proposed signage, traffic control devices and worksite protection for element / stage of the work under the Contract prepared in accordance with the Manual prior to the commencement of Routine Maintenance Work, Asset Management Work

Term	Definition
Traffic Management Company	a company registered under the Principal's Traffic management registration scheme in accordance with the latest version of MRTS02 <i>Provision for Traffic</i>

## 8.2 Traffic Guidance Schemes

The Traffic Guidance Scheme must aim to:

- a) first, maintain or improve safety and ensure the safety of road workers.
- b) second, balance:
  - i. the safe and convenient movement of traffic, and
  - ii. the construction and traffic management costs.

The Traffic Guidance Scheme must be provided to the Principal 28 days prior to commencement of each Project in accordance with Clause 53.1 of the General Conditions.

All Traffic Management Designs, including Traffic Guidance Schemes must be site and activity specific and must be designed and certified by a person who holds a current QLD, *Traffic Management Design Qualification*, assessed by the Principal, and can demonstrate suitable experience on projects that are of a similar type and scope to the works required under this Contract.

It is expected that the qualified traffic designer will be available to monitor the adequacy of the traffic management designs, and make adjustments where necessary during implementation on site.

## 8.3 Traffic Management Plan

The Traffic Management Plan must be consistent with:

- a) MRTS02, MRTS02.1 Annexure with Project Specific requirements,
- b) the Manual,
- c) TRUM Volume 7, and
- d) any Traffic Management Plan outline submitted with the Contractor's tender. If any Traffic Management Plan outline is inconsistent with MRTS02, MRTS02.1 Annexure, MUTCD, TRUM Volume 7 or any of the other documents comprising the Contract, then the outline must be amended to the extent of any inconsistency unless the Principal has given its express approval of the inconsistency.

The Traffic Management Plan must include, but is not limited to, details of all:

- i. objectives, policy statements and overall strategy
- ii. proposed road closures, consistent with District specific restrictions which may change from time to time
- iii. detours
- iv. staged construction
- v. speed limit changes
- vi. the relevant Authorities whose approval is required to be obtained and required approvals



- vii. the procedures to comply with any minimum traffic restrictions and must be accompanied by duly completed Form M994
- viii. traffic control devices
- ix. communications
- x. resources, including people, systems, plant, etc., and
- xi. details of specific requirements for each category of work under the Contract.

Alternative or innovative Traffic management solutions that provide improved value for money outcomes are encouraged.

#### **8.4 Traffic Management obligations**

Without limiting the provisions set out above in relation to the Traffic Management Plan, the Contractor must comply with the requirements set out in this Clause 8.4 in relation to traffic management.

##### **8.4.1 Restrictions to Traffic**

Restrictions to the passage of vehicular traffic through the Site shall be subject to any limiting requirements stated in MRTS02 *Provision for Traffic*, comply with guidance within TRUM Volume 7, and any District specific restrictions regarding traffic disruptions.

##### **8.4.2 Excavation Adjacent to Road under Traffic**

This Clause 8.4.2 applies to excavation works being carried out at a Site which is adjacent to roads still being used by passing Traffic.

Where an excavation within 1 m of a lane under Traffic exceeds 150 mm in depth, backfilling to within 150 mm of the adjacent pavement level shall be completed within 48 hours of the commencement of the excavation. Alternative arrangements may be approved by the Principal's Representative, but only where it can be shown that the excavation is adequately supported against partial or complete collapse.

Excavations within 1 m of roads under Traffic shall be completed and backfilled to final levels as soon as possible to permit safe and unhindered passing of adjoining Traffic. The Principal's Representative may direct the Contractor to backfill the excavation at its cost if the Contractor does not attempt to expedite the return of traffic to its previous status where it is practical to do so.

Any excavation that presents a danger to adjacent Traffic must be substantially highlighted to passing motorists by adequate traffic control devices.

##### **8.4.3 Notification of Traffic Changes**

Unless otherwise required under Clause 8.4.3 of this Appendix D:

- a) the Contractor shall give the Principal's Representative a minimum of 14 days written notice of changes in Traffic movements necessary to perform Asset Management Work, and
- b) all road closures shall be subject to approval by the relevant Authority which shall be given a minimum of 14 days notice, or such other period as the Authority may require, of traffic changes which affect it.

##### **8.4.4 Traffic Management Company Register**

The Principal maintains a register of Registered Traffic Management Companies.

Any company undertaking the traffic management work must be a Registered Traffic Management Company.

## **9 Community Engagement Plan**

### **9.1 Contents of Community Engagement Plan and Project Specific Communications Control Plan**

- a) The Contractor shall prepare, manage, implement and maintain a Community Engagement Plan (CEP) for the Contract.
- b) The CEP will include the following sections:
  - i. CEP purpose
  - ii. Contract background
  - iii. Contract scope
  - iv. Contract benefits
  - v. Community engagement goals
  - vi. Community engagement objectives
  - vii. Key performance indicators
  - viii. Issues analysis / management
  - ix. Key messages
  - x. Stakeholders
  - xi. Community engagement strategy
  - xii. Community engagement action plan
  - xiii. Resources and approvals, and
  - xiv. Evaluation plan.
- c) The CEP must reflect the following overarching obligations of the Contractor:
  - i. to comply with Transport and Main Road's community engagement policy, standards, principles and guidelines
  - ii. to obtain approval from the Principal's Representative for all materials and activities related to community engagement prior to publication and execution, and
  - iii. to supplement the Community Engagement Plan the Contractor must prepare and submit a Project Specific Communications Control Plans (PSCCP) for all Projects of Asset Management Work and high impact Routine Maintenance Work Activities.
- d) The Project Specific Communications Control Plan will include the following sections:
  - i. Purpose
  - ii. Project details
  - iii. Issues analysis / management
  - iv. Key messages

- v. Stakeholders
  - vi. Community engagement strategy, and
  - vii. Community engagement action plan.
- e) Templates for the CEP and PSCCP will be provided by the Principal upon request.

## **9.2 Detailed requirements in relation to community engagement**

Without limiting the provisions set out above in relation to the Community Engagement Plan, the Contractor must comply with the requirements set out in this Clause 9.2 to Clause 9.4 in relation to community engagement.

### **9.2.1 Works Not to Commence Without Approval**

The Contractor must not commence work under the Contract until all relevant communication materials and activities have been approved and issued to key stakeholders and the community within the timeframes agreed in the CEP.

### **9.2.2 Dealing with Elected Members**

- a) If required, applicable elected representatives shall be offered a briefing prior to the start of work under the Contract. This requirement will be outlined in the PSCCP Action Plan. The Principal's Representative will arrange and must attend all meetings with elected representatives. A summary of meeting outcomes must be provided to the Principal's Representative and the Principal's Communication Officer.
- b) Importantly, the Contractor must ensure the Principal is given sufficient notice to be able to notify the applicable federal and / or state member at least a week prior to any other stakeholder notification. That is, notifying affected property and business owners, other impacted stakeholders and the local community of works commencing, works required outside the working hours contained in the Contract, significant operational changes, traffic disruptions and associated controls, construction of temporary detours and so on.
- c) The Contractor must immediately refer all enquiries from federal, state and / or local government representatives to the Principal.
- d) If required, the Contractor shall provide content for monthly electorate news briefs to the Principal at the start of the third week of every month. This brief is a TMR requirement to keep the elected representative up-to-date on the work under the Contract. The Principal will provide a template if necessary.

### **9.2.3 Notice to Affected Stakeholders**

- a) It is a requirement that affected property and business owners, key stakeholders and the local community are provided with at least seven working days' notice prior to works commencing, or of any works required outside the working hours contained in the Contract, significant operational changes, traffic disruptions and associated controls, construction of temporary detours and so on.
- b) It is acknowledged that there are occasions when the work program changes unexpectedly, however every effort must be made to notify key stakeholders and the community within the seven working days timeframe.

- c) Prior to receiving any notices to allocated stakeholders, the Contractor must:
  - i. give sufficient notice to the Principal to allow the Principal to inform the applicable federal and/or state member at least a week prior to any stakeholder notification being issued (refer to Section 9.2.2(b)), and
  - ii. obtain the approval of the Principal to issue the relevant notification (refer to Section 9.2.4).

#### **9.2.4 Style of Communication Materials**

- a) The Contractor shall notify the Principal of any significant upcoming projects in advance and submit a PSCCP and applicable communication materials to enable the Principal to obtain the required level of approval.
- b) The Contractor shall develop appropriate communication materials for the Principal's review and approval as agreed in the CEP and / or PSCCP Action Plan. For example web content, stakeholder notification letters, media statements, advertisements, project updates, factsheets and so on, which aim to notify key stakeholders and the community of significant maintenance activities and associated impacts. The Principal will provide applicable templates and style guides.
- c) Language shall be targeted at an audience that is unskilled in technical road knowledge and terms. Communication materials must be written so they are clear to most people. Jargon and technical language shall be avoided.
- d) Quotes or statements are only allowable in media statements and can only be attributed to the Minister for Transport and Main Roads (i.e. not departmental staff). It is permissible and often desirable to quote statements which were made by the Minister on a previous occasion.

#### **9.2.5 Delivery of Communication Materials**

- a) The printing and physical distribution of communication materials including letterbox drops to distribution areas shall be coordinated by the Contractor.
- b) The Contractor will be required to doorknock local property and business owners who are directly impacted by upcoming works to discuss any access or timing considerations. The Contractor will only undertake doorknocking if previously discussed and agreed with the Principal. For health and safety reasons, the Contractor must always be accompanied by another project team member. It is desirable for the CLO to be present. A record of contact and applicable actions shall be recorded in a stakeholder database / register of engagement (refer to Clause 9.2.7 of this Appendix D).

#### **9.2.6 Notification of Issues**

- a) The Contractor must immediately notify the Principal of any issues related to the delivery of the work under the Contract that may have the potential to affect the reputation of the Principal and provide a suggested communication strategy, if applicable.
- b) Issues include but are not limited to, safety or environmental incidences (including 'near misses'), unplanned disruptions to traffic, concerns or complaints raised by stakeholders, any community protests or unannounced onsite media or elected representative visits.

### **9.2.7 Enquiries and Complaints**

- a) The Contractor shall manage and maintain a stakeholder database / register of engagement for the Contract and record all maintenance enquiries and complaints and applicable actions.
- b) Complaints in connection with the work under the Contract shall also be recorded in a complaints register. The Contractor shall manage and maintain a complaints register and report any trends monthly to the Principal for reporting purposes. The Principal will provide a template for monthly complaints reporting.
- c) The Contractor can respond to verbal enquiries or complaints that are directly related to the Contract. In that case, details of the Contact and associated action must be recorded in a stakeholder database / register of engagement and a complaints register.
- d) If the Contractor receives written enquiries or complaints, a draft response must be provided to the Principal along with the incoming correspondence as soon as possible following receipt of the enquiry or complaint, for approval and distribution by the Principal.
- e) If the Principal is required to respond to an enquiry or complaint, the Principal will send a request for information to the Contractor and identify a timeframe for the draft response to be provided. The Contractor is responsible to liaise in a timely manner with subcontractors for input as required.
- f) The Principal shall forward a copy of all enquires and complaints received and associated actions to the Contractor for recording purposes in a stakeholder database / register of engagement and a complaints register.
- g) If the Contractor receives any enquiries or complaints that are not directly related to the Contract, they must refer them to the Principal either by:
  - i. giving the stakeholder or community member a regional contact card and asking them to contact the Principal direct, and
  - ii. making note of their name and contact details and providing the information to the Principal within 24 hours.

### **9.2.8 Contractor's Site Staff**

- a) As part of Site inductions, the Contractor must include a section about communication and engagement that should be presented by the CLO and otherwise ensure all staff and sub-contractors are aware of their responsibilities and any constraints associated with contact with the media, elected representatives, the community, residents, business and other stakeholders.
- b) All Contract staff must be made aware of where enquiries or complaints must be referred to.
- c) It may also be necessary to regularly remind site crew and subcontractors about the communication and engagement expectations or raise community and stakeholder-related issues at site toolbox talks and start up meetings.

### **9.2.9 Planning and Reporting**

- a) The CLO is required to attend meetings with the Principal's Representative to discuss significant upcoming projects and associated communication activities and potential issues and milestones.

- b) The Contractor's monthly Performance Report shall include a communication and engagement summary that will include, but not be limited to communication activities undertaken in the previous month, planned communication activities in the upcoming month, key milestones and opportunities, any interesting facts and statistics and any outstanding issues.
- c) An example of a milestone is a major traffic switch associated with significant rehabilitation works. The Contractor is required to notify the Principal at least eight weeks prior to a milestone so a media event opportunity can be considered by the Minister's Office.

#### **9.2.10 Media Events**

- a) At times, the Principal's or the Minister's Office may wish to host a site visit or hold a media event. The Principal will liaise with the Contractor regarding the coordination of these site visits and media events.
- b) The Contractor may be required to provide support on project related communication events.

#### **9.2.11 Evaluation**

- a) The Contractor shall prepare a Community Engagement Evaluation Report at the end of each Year to evaluate and measure the effectiveness of community engagement activities against the CEP.
- b) The report shall be provided to the Principal's Representative by 1st August each year.

### **9.3 Limitations Concerning Communication and Engagement**

#### **9.3.1 Release of Information**

- a) The Contractor must not publicly release any information, in any form, regarding the work under the Contract, to any organisation or person without prior agreement with the Principal. In particular:
  - i. the Contractor must not make any statement or provide any information to any media or political representative or their staff. The Contractor must refer the enquiry directly to the Principal, and
  - ii. should the Contractor be contacted by the media (including industry magazines, websites, and local print and radio) concerning the Contract, it must take the name, phone number, email, nature of the enquiry, deadline and media outlet of the journalist and immediately advise the Principal.
- b) The Contractor must not directly respond to stakeholder or community enquiries or complaints that are not related to the Contract. All such enquiries or complaints must be referred to the Principal as outlined in Clause 9.2.7 above.
- c) The Contractor must publicly issue any project information or materials that have not been agreed with or approved by the Principal. This includes, but is not limited to, preparing letters to residents and businesses and doorknocking.

#### **9.3.2 Contractor's Logo**

- a) The Contractor's logo must not appear on any public contract information, including publications, display materials, website, videos, non-moving / fixed plant (including containers), roadside signage, bridges, retaining walls or other structure at a Site.

- b) The Principal's logo must appear on all federally funded project material.
- c) Any use / application of logos or branding across the project will adhere to the Transport and Main Roads signage branding policies and guidelines.

**9.3.3 Recognition of the Principal**

The Contractor will recognise and identify the Principal's role in any promotional material or award submissions that it develops in relation to the Contract.

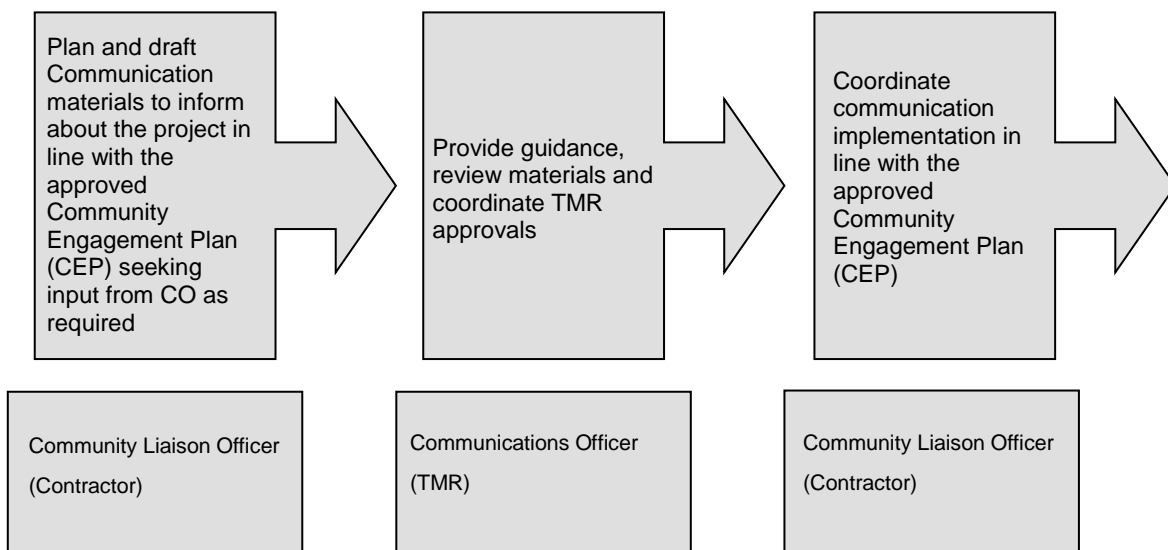
**9.4 Liaison with the Principal's Communications Team**

**9.4.1 Principal's Communications Officer**

The Principal has a nominated Communications Officer (CO) responsible to assist with the overall coordination of communication and engagement in regards to the delivery of the work under the Contract in each region. The CO is responsible to provide guidance on the Principal's policies and procedures and secure all approvals of materials, events and engagement activities.

**9.4.2 Contractor to Nominate Community Liaison Officer**

- a) The Contractor shall nominate a Community Liaison Officer (CLO) who is appropriately qualified and can demonstrate substantial experience in communication and engagement on road construction or maintenance projects.
- b) The CO will work with the CLO to ensure a proactive approach to keeping key stakeholders and the community informed of the progress of applicable work under the Contract. This will generally include advice of maintenance activities and impacts including changed traffic conditions, significant milestones and any other issues that may impact on identified stakeholders and the successful delivery of the work under the Contract.
- c) The CLO will be the primary point of contact between the Contractor and the Principal for all community communication and engagement related matters. The relationship between the CLO and the CO is demonstrated in the following diagram:



## 10 Performance Measurement Plan

The Performance Measurement Plan must:

- a) specify how the network is split into discrete 5 km sections (or as close to 5 km where possible) for each road hierarchy (Audit Sections)
- b) specify how the Contractor will assess compliance of each Audit Section monthly, on receipt of a direction from the Principal's Representative as to which sections are to be audited
- c) specify how the Contractor will report the results of the assessment to the Principal's Representative, with results to be expressed as a non-compliance score in accordance with Table 6.3(a) and aggregated into a Monthly OPM Score, and
- d) specify how the Contractor will report against other KPIs to the CLT on a regular basis.

## 11 Maintenance Management Plan

The Maintenance Management Plan must outline a systematic approach to the Routine Maintenance Work and detail the Contractor's strategy, systems and procedures for programming and planning to ensure the performance criteria set out in the Contract (including the Maintenance Levels of Service) are achieved.

The Maintenance Management Plan shall include all asset classes.

The Maintenance Management Plan must include details of:

- a) the frequency of inspection of the Routine Maintenance Work
- b) the frequency and mode of inspection of the road network for defects including night time
- c) the identification and logging of defects on the network
- d) the prioritisation of defects
- e) how urgent situations and hazards are to be responded to
- f) how forward programs for Routine Maintenance Work and Planned Routine Maintenance Work are to be prepared
- g) how records of completed Activities are to be submitted and in what format
- h) how a log of the defects backlogs is to be prepared and updated
- i) interaction with the Compensation and Performance Framework
- j) interaction with asset management plans, and
- k) an annual process (Joint Maintenance Requirement Assessment (JMRA) for identifying the routine maintenance needs assessment for the following year. This shall include:
  - i. a joint Contractor/Principal assessment of the network, and
  - ii. be consistent with the methodology and provide information in the same format as that provided in the Principal's Routine Maintenance Guidelines section 2.12.

## 12 Contractor's Tactical Asset Management Plan

The Contractor's Asset Management Plan shall be developed to address the requirements set out in Appendix J.



### **13 Risk Management Plan**

The Risk Management Plan should include:

- a) a risk register that identifies project risks and shows how these risks are managed and moderated
- b) a process that includes consultation with the Principal or the Contract Leadership Team to review risks, update as necessary related to the individual risks and their consequences and mitigation
- c) compliance with the Principal's risk policy, and
- d) a process for risk control of any innovative works procedures.

### **14 Establishment Plan**

The Establishment Plan must address the following:

- a) Management Capability:
  - i. Appointment of the Mobilisation Manager
  - ii. Identify the transition team with staff, roles and responsibilities
- b) Transition Planning:
  - i. Staffing
  - ii. IT capability
  - iii. Systems
- c) Emergency Response Capability
- d) Community Interface Capability
- e) Depots and Facilities
- f) Systems/ IT and Operational Control Centre
- g) Operational Capability:
  - i. Resources
  - ii. Supply chain arrangements
- h) Hazard and Response Capability, and
- i) Complete the requirements of Clause 13 of the General Conditions.

Within the first two weeks of the Establishment Period, the Contractor shall provide an Establishment Plan.

## **15 Transition Out Plan**

The Transition Out Plan is to be submitted such that approval is in place 12 months prior to the end of Term.

The Plan must include:

- a) operational arrangements during the Transition Out Period
- b) a schedule for the submission of all documentation required to be submitted in accordance with the Contract Conditions and Specifications, including the Handover Report
- c) proposed actions to meet the requirements of Appendix G regarding:
  - i. provision of access to the Road Infrastructure for the new contractor's representatives, and
  - ii. provision of all reasonable assistance and information to the new contractor.

## **16 Work on or adjacent to Queensland Rail Property**

- a) The Contractor shall comply with all requirements, conditions and directions of Queensland Rail in carrying out work on, over or adjacent to, any railway line and obtain any approvals or licenses required for such work.
- b) The Contractor shall procure any:
  - i. track possessions
  - ii. track isolations, and
  - iii. access to railway landnecessary for the work.
- c) The Contractor indemnifies the Principal in respect of any Claim made by or liability to Queensland Rail arising out of or in connection with:
  - i. The performance of work on, over or near the railway lines, and
  - ii. The procurement or utilisation of a track possession or track isolation (including any postponement, improper use or delay in relinquishing such tracks to Queensland Rail).

