



Public Utility Works Agreement Standard Conditions

(to accompany each Department of Transport and Main Road Works Agreement)

Number	Standard Conditions
1.	The utility must not under any circumstances enter into any arrangements to sublet or transfer this agreement.
2.	It is the utility's responsibility to ensure compliance with all relevant local, state and federal legislation and requirements.
3.	The utility must comply with the <i>TN163 Third Party Utility Infrastructure Installation in State Controlled Roads Technical Guideline</i> (excepting section 3.1) available on the Technical Publications page of Department of Transport and Main Roads' (TMR's) website.
4.	An electronic, or hard copy, of this agreement must be held on the works site at all times during works.
5.	The utility is responsible for traffic safety and management during any circumstance or event associated with the works. Traffic safety and management includes identifying and taking steps to limit disruption to the flow of pedestrian and road traffic, and the risk of injury to road users and pedestrians. Prior to any road closure or disruption of traffic (including pedestrian) a Traffic Control Permit must be obtained from TMR.
6.	The utility must not interfere with or damage any assets in the state-controlled road including road surface, paved or sealed footpaths (without specific approval), drainage, signage, road and survey markers, and third-party assets or activities.
7.	The utility must notify the TMR district office within 24 hours if permanent survey marks within the state-controlled road are damaged or removed.
8.	TMR must be notified within 10 business days if any address and/or contact details for the utility provider change.
9.	The utility shall provide TMR staff (or delegated representatives) free and unhindered access to the site where works are being undertaken. If required, the utility is responsible for arranging site specific inductions for these staff.
10.	TMR shall not be liable for any delay, associated or consequential cost due, but not limited to, any approval, notification, opinion or decision in relation to the granting of, a change or clarification in respect of this agreement or for the installation, conduct and operation of the asset.
11.	The utility must meet all costs associated with installing and maintaining the asset. TMR is not liable for any costs relating to the asset.
12.	The utility must notify any third party who will be affected by the works in this agreement. This may include adjacent landholders, residents or businesses.
13.	If an emergency occurs which impacts on traffic safety or causes traffic delays, the utility must notify TMR through TMR's Traffic Co-ordination Centre on 131940 (24 hour number).
14.	Plant or material must not be stored in the state-controlled road prior to the works start date. All plant and unused or waste material must be removed from the state-controlled road within five working days of the works being complete.

Note: Additional conditions may also be provided with the Works Agreement when issued.