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| --- |
| User Guidance  This document is part of the **MW21-LG (Local Government) Version** and differs from the MW21 standard NSW government forms. Note the User Guidance in this document is based on functionality in Microsoft 365 Word.   1. Guide notes   This standard form contains drafting guidance in hidden text, i.e.:  **GUIDE NOTES,**  Guide Note examples   1. **Viewing guide notes**   If the guide notes are not visible, click on the Home/ **Show/Hide** button Paragraph Show / Hide button in Word  If this does not work:   * Go to **File/** **Options** menu; * Select the **Display** tab; * Tick the **Hidden Text** check box and click the **OK** button.   This process can also be used to hide guide notes in a finished document.   1. Insertion points   Each ‘»’ shows where input is required. Click onto each ‘»’ and overtype.  **For inserting Contract Title and Contract Number**   * On the **File/ Info** menu select ‘**show all properties’**; * Overwrite the ‘***title*’ property** ‘*Contract Name’* with the new contract title/ name; * Overwrite the ‘***subject*’ property** ‘*Contract No*.’ with the new contract number.   This will insert the entered Contract name and number in the following locations:   * footer for each page;  1. When drafting is completed   1. Remove all guide notes manually or by the following steps:  **•** On the Home/ **Editing** menu click **Replace**, then (if required)  **•** Click the **More** button;  **•** Click the **Format** button, click on **Font**;  **•** Tick the **Hidden** check box, untick other boxes and click the **OK** button;  **•** Click the **Special** button, click on **Any Character**; then  **•** Click the **Replace All** button.  Note that the option ‘Print hidden text’ has not been checked in File/ Options/ Display.   1. After drafting is completed and the ‘hidden text’ guide notes are hidden or removed   Update the Table of Contents and number of pages automatically when printing by ensuring that File/ Options/ Display/ Printing options – ‘Update Fields before printing’ box is checked. Alternatively, update before printing by:   1. Table of Contents  * Right click anywhere in the Table of Contents; * Select ‘Update Field’; * Select ‘Update entire table’; and * Click the OK button.   Note, for larger files, track changes, if on, should be off during this update.   1. Number of pages  * Right click the number in ‘*THERE ARE 35 PAGES IN THIS SECTION’* above the first clause 1’; * Select ‘Update Field’; then * the number of pages in the **Preliminaries** should be shown.  1. Finally, delete this User guidance, along with the following Page Break. |

Preliminaries (MW21-LG version)

the Table of Contents must be updated after drafting is completed and after the removal of guidenotes. refer to the above user guidance for procedure

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**The following clauses from the NSW Government MW21 Standard forms – Preliminaries have been deleted from this document. Refer to the MW21 suites of standard form documents on Buy.NSWhttps://info.buy.nsw.gov.au/resources/gc21 if any of these clauses are required.**

* Procurement Policy Framework, Supplier Code of Conduct and Industrial Relations Guidelines (clause & schedule)
* Contractor’s tender concept design
* Priced Builder’s Bill Of Quantities
* Asset Data Capture (clause & schedule)
* Customs Duty
* Aboriginal participation
* Skills, training and diversity in construction
* Protection of children and other vulnerable people
* Principal’s site office

Preliminaries

check the contract name and contract number have been included in The Footer.

the no of pages below is a field and should be updated after *completion* and removal of hidden text.

THERE ARE PAGES IN THIS SECTION

In Preliminaries, all subsections, clauses and text are mandatory unless otherwise stated or Agency policy requires an alternative requirement.

The » symbol has been used to indicate where input is required.

Where required, include appropriate additional clauses to suit contract requirements.

## General

### Application

For the avoidance of doubt, all actions and obligations specified in this document are the responsibility of the Contractor unless stated otherwise.

Refer to clause 2.1 of the General Conditions of Contract for the relationship between this document and other Contract Documents.

### Special Contract Conditions

this schedule allows Principals/ councils to include special conditions while MAINTAINING common conditions in the body of the preliminaries.

Refer to Preliminaries - **Schedule of Special Contract Conditions** for specific additional conditions included by the Principal.

### Electronic communications

The parties agree and consent that notices and communications may be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).

### Use of Qualified Designers, engineers and specialists

delete this clause and the above heading unless the contract requires the contractor to carry out design or documentation. The clause is not REQUIRED for incidental work related to the completion of the principal’s design which does not the use of Designers, Engineers, fire engineers or Specialists.

REGISTRATION of regulated designs

for reference, REGISTration of Regulated DESIGNS UNDER THE DESIGN AND BUILDING PRACTITIONERS ACT 2020 (NSW) (DBP ACT) applies to those working on:

* class 2 (residential apartment) buildings; and
* new class 3 and 9c buildings where building work is scheduled to start after 3 July 2023.

Transitional arrangements apply for class 3 and 9c buildings until 31 December 2023.

Class 3 BUILDINGS include boarding houses, guest houses, hostels and some ‘care-type’ facilities not requiring personal care.

Class 9C BUILDINGS are residential care buildings that may contain residents who have various care level needs.

where this clause is included

declaration of registered designs

the dbp act also requires that “design compliance declarations” (complying with BCA) must be issued in respect of the designs for the building work before the building work can be commenced. Clause 19A of the DBP Regulations allows for regulated designs and design compliance declarations to be submitted on an “incremental” basis.

note that legal advice indicates that design compliance declarations may not satisfy the certification requirements under s 6.28(2) of the EP&A Act.

option to extend application of dbp Act to other designs

refer to the applicable option in this clause in the Preliminaries in the gc21 standard form documents If the principal requires the contractor to comply with the design and building practitioners act and regulations even though the works may not be in respect of a class 2 building (or a building with a class 2 part)).

Fire Safety ACCREDITED practitioners

CERTAIN FUNCTIONS UNDER THE EP&A regulation MUST BE UNDERTAKEN BY AN ’ACCREDITED PRACTITIONER (FIRE SAFETY)’ OR A REGISTERED CERTIFIER.

Further information

For more information on obligations under the dBP Act Refer to: https://www.fairtrading.nsw.gov.au/news-and-updates/notices/changes-coming-class-3-and-9c-buildings-2023

<https://www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/DBP-regulated-buildings>

Use persons professionally qualified and experienced in the relevant disciplines when completing the design and documentation of the Works. Use persons registered under the *Design and Building Practitioners Act 2020 (NSW) (DBP Act)* where required by law.

The DBP Act currently includes specific requirements for class 2, 3 & 9c buildings.

Refer to:<https://www.fairtrading.nsw.gov.au/news-and-updates/notices/changes-coming-class-3-and-9c-buildings-2023>.

Obtain and provide the design compliance declarations under the DBP Act for work under the contract to which the DBP Act applies. Note that for Crown building work, design compliance declarations may be submitted on an incremental basis.

Use only accredited practitioners (fire safety) for functions related to fire systems as specified in the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021(NSW).*

delete thE following paragraphs unless Tender Schedules - Schedule of Design and Documentation Resources is used and the extent of design and DOCUMENTATION requires particular skills and experience.

Paragraphs

With regard to consultants and key personnel proposed for use in the Contract which are listed in the Tender Schedules - **Schedule of Design and Documentation Resources**, where circumstances require the use of an alternative consultant or key person, comply with the following:

* only use an alternative consultant or key person, that has skills and experience at least equivalent to the relevant skills and experience of the listed consultant or key person; and
* notify the Principal, at least 5 Business Days before engagement of the alternative consultant or use of the alternative key person, of the details of the consultant or key person and provide evidence of its relevant skills and experience.

End of PARAGRAPHS

The use of such persons, in accordance with the above referenced legislation and by this clause, shall not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

### Use of Qualified Tradespersons

Use qualified tradespersons to carry out the Works. The use of such persons shall not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

### Licences, consents and approvals

Refer to General Conditions of Contract clause 13 - **Payment and Retention**, Preliminaries clause - **Provisional Sums** and Conditions of Tendering clause **– Provisional Sums.** Provisional Sumsinclude an amount for GST.

Obtain all licences, authorisations, certifications, approvals and consents necessary to carry out the work in connection with the Contract, apart from those that can only be obtained by the Principal.

Pay all necessary fees and charges necessary to carry out the work in connection with the Contract.

### Development consent

Delete this clause and the above heading if the Development Consent is available and included in the Tender Documents.

Include this clause when the Contractor is required to lodge a Development Application.

#### Requirement

Prepare and lodge on behalf of the Principal a Development Application for the Works. The Contractor is responsible for all lodgement fees and other costs associated with the Development Application.

#### Consent Authority Conditions

In making enquiries for the purpose of preparing the Development Application, no agreement as to consent conditions must be made with the Consent Authority. Upon receipt of Consent Authority’s conditions, provide a copy to the Principal immediately. Do not proceed to implement the conditions without a written instruction from the Principal.

### Certification of compliance with building and fire regulations

This clause relates to certification of building work under the Environmental Planning and Assessment Act 1979 (NSW) (EP&A Act)

DELETE THIS CLAUSE AND THE ABOVE HEADING IF:

* the contract works are not related to building works (including structures);
* otherwise, compliance with any of the relevant EPA&A legislation is not required or beneficial.

where this clause is included

general guidance

* Compliance with the EP&A Act may not be required for work which is the subject of an environmental impact assessment.
* the ep&A Act includes reduced requirements (compliance with BCA) for ‘crown building work’. The ‘crown’ excludes LGAs.

refer to this clause in the Preliminaries of the gc21 standard form documents for clauses, options and guidance dealing with EP&A requirements for crown building work.

* the use of a certifier does not reduce the need for ADDITIONAL SURVEILLANCE AND/ OR AUDITING.
* the preliminaries Schedule – *schedule for application of comprehensive Certification of compliance with building and fire regulations* in the gc21 standard form documents provides additional guidance and more comprehensive options for the certification process.

options

2 options are provided for use where CERTIFICATION BY A principal certifier (PC) IN ACCORDANCE WITH THE EP&A ACT IS REQUIRED OR IS considered beneficial.

USE EITHER OPTION 1 OR OPTION 2 AND DELETE THE OPTION THAT DOES NOT APPLY. modify the option selected to suit.

If option 1 is used, also delete preliminaries Schedule – schedule for application of comprehensive Certification of compliance with building and fire regulations.

Use Option 1 where the Contractor is required to appoint the certifier, including use of a preferred subcontractor.

Use Option 2 where the principal will appoint the certifier or Council will self-certify.

Option 1 guidance

Option 1 includes additional options 1A & 1B. Delete the OPTION that does not apply:

* + - USE OPTION 1A WHERE THE CONTRACTOR MUST APPOINT (AND PAY FOR) the PC. THIS OPTION places all responsibility for certification on the contractor but HAS THE RISK OF CONTRACTOR INFLUENCE OVER THE PC and the PC objecting to certifications of the principal’s design.
    - USE OPTION 1b WHERE THE CONTRACTOR can only use a preferred subcontractor as the PC. this option allows the PRINCIPAL to initially engage the PC and then list the pC as a PREFERRED SUBCONTRACTOR. this arrangement may be more effective than novation.

Option 1

option 1A

Appoint a Principal Certifier to carry out the functions specified in this clause -**Certification of compliance with building and fire regulations**.

The Principal Certifier must be registered under the Building and Development Certifiers Act 2018 in respect of the functions required to be performed by a Principal Certifier under Part 6 of the EP&A Act and have no actual or potential conflicts of interest in performing the role. In particular the nominated Certifier must:

* be independent of the Contractor; and
* have no current contractual or business relationship with the Contractor; and

Advise the Principal of the name and qualifications of the Principal Certifier within 14 days of the Date of Contract*.*

end of Option 1A

Option 1b

note if option 1B is selected insert contact DETAILS IN Preliminaries clause – Preferred Subcontractors.

The provision of Principal Certifier services is work which is to be subcontracted from a list of *Preferred Subcontractors*. The list may contain only a single *Preferred Subcontractor*. Contact details are provided in Preliminaries clause – **Preferred Subcontractors**.

end of option 1b

The Principal Certifier is to obtain certifications for compliance in accordance with the *Environmental Planning and Assessment Act 1979* (NSW) and *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021(NSW)* stating that each relevant part of the Works fully complies with applicable building and fire regulation *Statutory Requirements.*

The Principal Certifier is to:

* allow for certifications of compliance of parts of the building work with the purpose of allowing construction work to be carried out progressively;
* accept, in good faith, compliance declarations and certifications provided by the Principal;
* obtain, where required, compliance declarations and certifications from the Principal’s and Contractor’s consultants;
* obtain the applicable fire safety certificates;
* arrange for other building and compliance certifications where specified; and
* carry out its own inspections at critical stages and as it considers appropriate and identify any non-compliances and report accordingly.

Promptly provide compliance certificates obtained from the Principal Certifier as required by the referenced legislation and this clause to the Principal.

end of Option 1

OPTION 2

The Principal will appoint a Certifier to perform the role and functions of a Principal Certifier in respect of the Building Work and will notify the Contractor of the name of that Certifier once the Certifier has been so appointed. The Principal may carry out the role of Principal Certifier.

End of Option 2

**end of clause - Certification of compliance with building and fire regulations**

### Long service levy

delete this clause and the above heading:

* where the contract includes building or construction work and is estimated AT LESS than the Long Service Levy threshold of $250,000 (*current as of 1 january 2023*)

where this clause is included, Include OPTION 1 or option 2 and delete the option that does not apply.

option 1

The Principal will pay the Building and Construction Industry Long Service Levy for this Contract.

end of option 1

option 2

Before starting the Works, access the Long Service Levy Corporation website at [***http://www.longservice.nsw.gov.au/bci***](http://www.longservice.nsw.gov.au/bci) and, if a payment obligation is confirmed, then:

* pay to the Building and Construction Industry Long Service Corporation or the Corporation’s agent the amount of the long service levy payable under the *Building and Construction Industry Long Service Payments Act 1986* (NSW); and
* give the Principal a copy of the document evidencing payment of the levy.

end of option 2

end of clause – long service levy

### Contractor performance reporting

During the course of the Contract, the Contractor’s performance may be monitored and assessed in accordance with *Performance management* in the construction section of the buy.nsw website at<https://buy.nsw.gov.au/categories/construction>

### Exchange of information between government agencies

The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor and its performance available to other government agencies and local government authorities, which may take such information into account in considering whether to offer the Contractor future opportunities for work.

The Principal regards the provision of information about the Contractor to any government agency or local government authority as privileged under the *Defamation Act 2005* (NSW). The Contractor agrees that it will have no entitlement to make any *Claim* against the Principal in respect of any matter arising out of the provision or receipt of such information.

### Media releases and enquiries

Obtain the Principal’s prior written consent to:

* any press release or promotional advertisement it wishes to make or place concerning the Contract, the Principal or the Works; and
* the release for publication in any media of any information concerning the Contract, the Principal or the Works.

Refer any media enquiries concerning the Contract, the Principal or the Works to the Principal. Do not respond to any media enquiry without the Principal’s prior written consent and ensure that all Consultants, Subcontractors and Suppliers comply with this clause.

The Principal may give or refuse its consent, in its absolute discretion.

## Documents

### Inclusions in Contractor’s documents

Describe the Contractor’s documents to be provided by the Contractor.

the documents listed should align with the extent of design by the Contractor.

the examples (A) or (B) below can be used for a building project where the Principal has only provided developed sketch plans and the Contractor is required to provide all the design construction documents.

where the principal has provided more detailed drawings, the description should relate to the *completion* of the principal’s design.

E.G.\_A: ‘The *Contractor’s documents* must include provision of all construction documentation for the Works. Construction documentation includes but is not limited to: the production of the construction drawings; the verification of the developed sketch plans; the coordination of the design including the structure and the services; and a specification.’

OR

E.G.\_B: ‘The *Contractor’s documents* must include the following:

* **Cover sheet with:**

**project title information; a location plan; and a list of all drawings including any sub-consultant drawings.**

* **Site plan. at 1:500 scale showing:**

**all survey information, north point, contours (existing and proposed), existing features; services point-of-entry, site entries; roads, paths and paving, play area(s), Contractor’s area(s), demountable building locations, new building(s) locations with set-out dimensioning and key and/or legend relating to this information.**

* **Site works at 1:200 scale showing:**

**all buildings in outline with finished floor levels of ground floor plans, north point, contours, surrounding levels to buildings; site drainage treatment (falls and direction); locations and dimension of paths, paving, roads, bus lay-bys, garbage pads, meter boxes, planter beds, and a legend relating to this information.**

* **Elevations at 1:100 scale showing:**

**all building elevations, reduced levels, section references, detail cross-references for windows, doors, gates, screens and louvres and the like; *materials* identification; direction of cladding and any legend relating to this information.**

* **Floor plans at 1:100 scale showing:**

**all building elements normally shown on plan; rooms numbered and named, dimensions, section references, detail cross-references; windows, doors, gates, screens and louvres (cross-referenced to schedules if not shown on elevations); all fixtures and fittings including heaters (cross-referenced to schedules); *materials* identification and legend relating to this information.**

* **Sections at 1:100 scale showing:**

**all building elements normally shown on section; section titles, room names; applicable heights above finished floor level, datum heights; detail cross-references; *materials* identification; direction of ribbing and a legend relating to this information.**

* **Reflected ceiling plans at 1:100 scale showing:**

**all building elements normally shown on ceiling plans; rooms numbered and named; detail cross-references; *materials* identification; lighting; air-conditioning grilles; sprinkler heads; smoke detectors; direction of ribbing and a legend relating to this information.**

* **Roof plan at 1:200 scale showing:**

**all buildings and walkways identified; roof material (s) with cappings, flashings, barges boards, ridges, valleys etc, roof falls; gutters; downpipes; vents; lights and a legend relating to this information.**

* **Details at appropriate scale(s) including:**

**construction, footings, thresholds, stair, links and ramps, toilets, canteen, gates and screens, door and window, fixtures, furniture and any miscellaneous items.**

* **Layouts at scale(s) to suit, cross-referenced to applicable details, for:**

**toilets, canteen, covered ways and special elements/spaces (where applicable).**

* **Door and window schedule at 1:50 scale, for all door and window types, showing:**

**opening swing/type/direction; material(s) glazing areas/types; overall dimensions and dimensions of panels; divisions, elements (stiles and rails), chair rails and observation panels; security and any special features.**

**Note: this drawing(s) must be cross-referenced to plans and/or elevations and cross-matched to the furniture and blinds schedules.**

* **Furniture layout at 1:100 scale showing:**

**all rooms numbered (to match floor plans); door swings, all fixtures, fittings and heater locations matching the floor plans; and all loose furniture keyed with code abbreviations cross-matched to the furniture schedule.**

* **Finishes schedule listing:**

**all internal and external materials for all buildings**

* **Hardware schedule listing:**

**all internal and external hardware including door and window hardware and fire extinguishers**

* **Furniture schedule listing:**

**all internal and external furniture and including Principal supplied furniture and fittings.**

* **Colour schedule listing:**

**all internal and external colours, by name, by manufacturer, by finish and including details of primers and undercoats.**

* **Structural and civil engineering drawings at suitable scales:**

**prepared to the drafting standards of the Standards Association of Australia.**

**Note: Final working drawings are to be suitable for production of work-as-executed drawings, microfilming and readable at A2 size.**

* **Electrical services documentation and drawings, at suitable scales, including:**
  + **Final design calculations including maximum demand, fault level, voltage drop, and lighting level;**
  + **Symbols list;**
  + **Site plan (minimum scale 1:500) and reticulation schedule;**
  + **Single line diagrams for main switchboard, distribution boards and control systems;**
  + **Light and fan layouts including circuitry for all buildings;**
  + **Power and communication layouts for each building including circuitry;**
  + **Communication (Telephones, A/V, MATV, PA, etc.), computer network provision and security layouts including circuitry;**
  + **Miscellaneous details such as control block diagrams, fixing details, control panel layouts, room sections showing mounting heights etc (as appropriate); and**
  + **Electronic security layouts for each building.**
* **Hydraulic services drawings that effectively present:**
  + **Major pipe runs indicating control valves, meters and access pits and connection to existing services;**
  + **Reticulation indicating materials, pipe sizes, control valves, fixtures and taps;**
  + **Hydraulic axonometric diagrammatic drawings;**
  + **Construction details of pits, inspection openings, valves etc; and**
  + **a schedule of fixtures and fittings with brand names, model numbers etc**
* **Landscape design documentation and drawings, at suitable scales, including:**
  + **landscape site plans at scale 1:500;**
  + **landscape plans detailing of the main build areas at 1:200 scale; and**
  + **construction and planting details at 1:20 or 1:10 scale.**

**Note: The construction landscape drawings must fully detail the existing and proposed contours at 0.5m intervals; surfaces and their edge treatments; position, number, species and container size of plantings; areas to be turfed, mulched and /or planted; drainage and irrigation systems including hose cock locations; and existing significant trees with canopy size.**

* **Specification (in NATSPEC format) with:**
* **a table of contents for each trade section and/or item of work.’**

The Contractor’s Documents must include, without limitation:

»

End of clause - Inclusions in Contractor’s documents

### Work as executed drawings

Ensure that the ‘technical’ sections of the specification include details of the information that is required to be shown on work as executed drawings.

Refer to NATSPEC Services standard template, General Requirements, Section 5 - Completion clause 5.2 - Record Drawings, for examples.

Progressively produce work as executed drawings. Submit work as executed drawings for covered services within 14 days of being covered. Submit work as executed drawings showing other work which has been completed within 28 days after completion of that work. Endorse each drawing certifying accuracy and correctness.

consider the format and software platform used for any included designs drawings.

amend the specfied format for cad files and the software platform as required.

Include details of the required format for any hard copy drawings:, e.g. ‘on standard sized sheets using minimum 110 gm/sq. metre tracing paper or equivalent plastic based material’.

Submit the drawings »

Any CAD files submitted must be in DGN, DWG, or DXF format. The Contractor must ensure that any CAD files submitted will correctly display and print in Microstation Version 10.

End of clause - Work as executed drawings

### Operation and maintenance manuals

Delete this clause and the above heading unless operation and maintenance manuals are required for the completed works.

where this clause is included, Ensure that the ‘technical’ sections of the specification list the building elements, assemblies, equipment, service installations and systems to be covered in the manuals and include details of the information required.

#### General

Produce operation and maintenance manuals written in clear, concise English covering the various building elements, assemblies, equipment, service installations and systems incorporated into the Works. Comply with this Clause - **Operation and Maintenance Manuals** and any detailed requirements contained in the Technical Specification.

#### Contents

Include the following documents and information:

* **Table of Contents**: A table of contents for each volume.
* **Directory**: Names, addresses, telephone, email and facsimile numbers of the Contractor and relevant subcontractors, suppliers and consultants. Include emergency contact details.
* **Certificates**: Certificates from relevant authorities, copies of manufacturers’ warranties and product certificates.
* **Drawings and Technical Data**.
* **Equipment Descriptions**.
* **Operation and Maintenance Procedures**: Operating instructions, including technical maintenance information; preventive and corrective maintenance procedures and manufacturers’ technical literature.
* **Maintenance Records**: Records of any maintenance completed by the Contractor.
  + - 1. Format – Hard Copy

Bind each copy of the manuals in A4 size, 4 ring binders, no more than 75 mm thick, with durable, commercial quality, hard plastic covers. Limit the filling of binders to 85% of capacity. Index each binder and mark the spine and cover with relevant building elements. Divide and subtitle each section. Number all pages. Include manufacturers’ printed data and associated diagrams.

* + - 1. Format – Electronic Copy

Provide the specified documentation in PDF or equivalent electronic file format.

* + - 1. Submission

use either Option 1 or Option 2 and delete the option that does not apply.

use option 1 where the works are not divided into milestones.

use option 2 if there are milestones.

Option 1

Not less than 7 days before *Completion* of the Worksis reached, submit 3 hard copies and 1 electronic copy of the operation and maintenance manuals.

Option 2

Insert the relevant milestone number

Not less than 5 Business Days before *Completion* of *Milestone* » is reached, submit 3 hard copies and 1 electronic copy of the operation and maintenance manuals.

end of option 2

As a condition of achieving *Completion*, operation and maintenance manuals that comply with the specification must be submitted.

End of clause - Operation and maintenance manuals

### Restricted documents

Delete this clause and the above heading unless security of documents is required.

Note: If this clause is deleted also delete Conditions of Tendering clause - Security of Documents.

where this clause is included, Ensure that all relevant documents are marked “restricted”.

All documents marked “Restricted”, and any other documents the Principal notifies as “Restricted” are classified maximum security documents. No copies are to be made or retained by the Contractor, subcontractors, suppliers, agents or anyone else other than for the Contract.

All originals and copies of restricted classification documents are to be returned to the Principal on *Completion* of the relevant *Milestone* or the Works, as applicable.

End of clause - Restricted documents.

### NATSPEC subscription

If any of the *Contractor’s Documents* are based on NATSPEC, provide to the Principal proof of the Contractor’s current NATSPEC subscription.

### Contract Program

A program provides the best mechanism to manage time-related issues including extensions of time.

paragraphs

Not less than 5 Business Days before starting the Works, provide a detailed program for carrying out the work under the contract, including all documentation and construction activities.

The program must show the logical relationship between activities and events and the sequence of activities which constitute the current critical path.

Submit an updated program monthly, at regular meetings and within 5 Business Days after a request from the Principal. The updated program must incorporate any changes required to achieve Completion in accordance with the Contract.

end of paragraphs

#### Software

Submit all *Contract Programs* as electronic documents. The software used must be the latest version of MS Project or as otherwise agreed with the Principal.

End of clause - Contract Program

## Contracting

### Goods and Services Tax

GST Law has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)*.* Words or expressions used in this Clause ­**– Goods and Services Tax** which are defined in GST Law have that defined meaning unless otherwise provided.

Unless otherwise expressly stated in the Contract all prices, rates or other sums payable in accordance with the Contract include an amount for GST.

This clause has particular relevance to Clause 13 of the General Conditions of Contract.

include option 1 or option 2 and delete the option that does not apply.

**A tax invoice is required for each payment made by the principal to the contractor. this provides PROOF of the payment amount for gst purposes.**

use option 1 where the principal is responsible for issuing the tax invoice for the payment to the contractor.

this option uses the ato preferred ‘RCTI’ process and significantly minimises the risk of exceeding the time limit for payment under the Security of Payment Act as no further action is required by the contractor after SUBMITTING a payment Claim complying with SOPA.

use option 2 where the Principal’s finance system does not allow payments unless a tax invoice is provided. the contractor is responsible for issuing the tax invoice for the payment amount.

this option requires THE contractor to provide a Tax INVOICE for the scheduled amount immediately after a Payment Schedule is issued.

refer to the guidance for contract information item 46 – PAYMENT Claims in the gc21 general conditions of CONTRACT for further DISCUSSION on this issue.

option 1

The Principal will issue a tax invoice to the Contractor in the form of a Recipient Created Tax Invoice (RCTI) for each taxable supply (other than an excluded supply) made by the Contractor to the Principal. Taxable supply includes construction work which is subject to GST.

The Principal will issue an adjustment note for any adjustment event. The parties may agree in writing from time-to-time which supplies are excluded supplies, i.e. not subject to GST.

Do not issue a tax invoice in respect of any supply the Contractor makes to the Principal, other than for an excluded supply. This requirement applies to payment claims made for work carried out under the Contract.

Each party must immediately notify the other party if it ceases to be registered for GST or ceases to comply with any of the requirement of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.

The Principal will not issue a document that will otherwise be an RCTI, on or after the date when the Contractor or the Australian Taxation Office notifies the Principal that the Contractor does not comply with any requirement of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.

end of option 1

option 2

Take responsibility for the issue of a tax invoice in respect of any taxable supply the Contractor makes to the Principal and the issue of an adjustment note for any adjustment event. Taxable supply includes construction work which is subject to GST.

Do not issue a tax invoice in respect of any taxable supply the Contractor makes to the Principal, other than under this clause.

Following the submission of a payment claim and the provision of a payment schedule, issue a tax invoice. The tax invoice must:

* be issued within 2 Business Days after the provision by the Principal of the relevant Payment Schedule;
* be for the scheduled amount identified in the Payment Schedule; and
* show the scheduled amount excluding GST, the GST component and the total Scheduled Amount including the GST component.

In circumstances where the Principal is not required to issue a Payment Schedule, including where the amount of a payment claim has been agreed, issue the relevant tax invoice within 2 Business Days of being requested by the Principal.

Each party must be registered for GST and must notify the other party if it ceases to be registered for GST.

end of option 2

Give to the Principal a tax invoice for an excluded supply at or before the time the Contractor invoices the Principal for that supply.Unless otherwise specified, the Principal will issue a tax invoice for each taxable supply it makes to the Contractor.

End of clause - Goods and Services Tax

### Passing of Property and Risk

Property (ownership) for items, including materials, plant, equipment and other goods and things, that are to be incorporated into the Works passes to the Principal when they are so incorporated.

Unless otherwise specified, items, including materials and things, that are not to be incorporated into the Works (e.g. loose furniture), become the property of the Principal when unloaded on the Site as required by the Contract.

Unless otherwise notified by the Contractor, the Principal considers that the property for these items passes to the Principal free of any encumbrance.

Claim, as appropriate, for the items so transferred in a payment claim under clause 13 of the General Conditions of Contract.

The risk for items, including materials, plant, equipment and other goods and things (incorporated or otherwise) remains with the Contractor until the Completion of the Works in accordance with clauses 4.1 and 4.2 of the General Conditions of Contract.

#### Personal Property Securities

The Personal Property Securities Act (Cwlth), (PPSA) allows the Principal to register and protect its interests over affected personal property. Refer to Schedule to Preliminaries – **Schedule of Personal Property Securities** which applies to the Contract.

### Application of Schedule of Rates

Delete this clause and the above heading when the contract does not include a *Schedule of Rates* (Tender schedule 3).

where this clause is included, As noted in Tender schedule 3, A *Schedule of Rates* is used where VALUATIONS of the work will be based primarily on tendered rates and where the tender IS FOR a *schedule of rates* contract rather than a lump sum contract.

to manage the principal’s risk, This clause must be used to define, for each HIGH-RISK ITEM, (including any item that may be DIFFICULT to clearly define or assess) to be paid for under the *Schedule of Rates*:

* the scope of work covered by the item;
* how the work will be measured for payment; and
* any conditions required to be met for payment to be made under the item.

Refer to General Conditions of Contract clause 13 – **Payment and Retention**.

A ‘Rate Item’ is an item of work for which payment will be calculated by multiplying the measured quantity of work, carried out in accordance with the Contract, by the rate accepted for that work.

Conditions apply to payment for items in the Tender Schedules - **Schedule of Rates.** Items are referenced by their Item No.

Item 1 of Tender Schedules - **Schedule of Rates** will be paid progressively, in proportion to the work under the *Schedule of Rates* completed.

Include details of the basis of payment for SELECTED ITEMS in the Schedule of Rates, e.g.:

Item 2.A

* Scope: Excavation in all types of material. Refer to clause X of Technical Specification Y.

Measurement for Payment: Payment for excavation will be based on the specified minimum trench dimensions for pipe works and specified foundation or footing dimensions for structures as stated in Technical Section Specification Clause ».

* Applicable Conditions: Payment will only be made for excavation beyond the specified dimensions if additional excavation is instructed by the Principal;

Item 2.B

* Scope: documentation, submission, implementation, maintenance and updating of specified management plans. Refer to Preliminaries for required Management Plans.
* Measurement for Payment:
* The lump sum amount tendered for Item # will be paid for the documentation, submission, implementation, maintenance and updating of specified management plans.
* 75% of the tendered lump sum will be paid upon submission of satisfactory plans, and
* 25% will be paid after the Contractor has demonstrated that the plans are being satisfactorily implemented, which will be no earlier than 12 weeks after the Date of Contract.
* Applicable Conditions: ‘satisfactory’ plans means plans that fully comply with relevant Contract conditions.

Item 2.C

* Scope: excavation, stockpiling, loading, transporting and disposing of General Solids Special Waste (Asbestos).
* Measurement for Payment: payment will be based on the number of tonnes of material validated by tip dockets from an EPA licensed landfill disposal site.
* Applicable Conditions:
* payment under this item only applies where:
* the nature of the waste has been confirmed by a waste classification certificate provided by an independent environmental Consultant;
* the Contractor is entitled to an adjustment to the *Contract Price* under Preliminaries clause - Hazardous Substances discovered unexpectedly on Site; and
* the Contractor has given notice to the Principal before commencing the relevant work and the Principal instructs that payment will be made under this item,
* the tendered rate will be deemed to include all costs, including overheads and profit, associated with dealing with the scoped work, except for the engagement and use of any required consultants and the costs of any related suspension.

**it is recommended that details for each SoR item be shown under the headings used in the above examples.**

Item 2.1

* **Scope**: »
* **Measurement for Payment**: »
* **Applicable Conditions**: »

»

End of clause - Application of Schedule of Rates.

### Application of Tendered Rates

Delete this clause and the above heading unless the Contract includes a Schedule of Prices – Lump Sum and that Schedule includes *Rate Items* (in Table 2).

where this clause is included, tendered Rates (for RAT*E items)* are differentiated from a ‘*schedule of rates*’ because they are used where the tender IS FOR a lump sum contract. they are useful where the quantity of specific items of work may vary. e.g. the depth of piling in foundations or the removal of contaminated material,

to manage the principal’s risk, This clause must be used to define, for each HIGH-RISK ITEM (including any item that may be DIFFICULT to clearly define or ASSESS) TO be paid for at a tendered rate:

* the scope of work covered by the item;
* how the work will be measured for payment; and
* any conditions required to be met for payment to be made under the item.

note that rate items in a LUMP sum contract are more likely to include high risk items. where feasible it is recommended all *rate items* be dealt with as high-risk.

A ‘Rate Item’ is an item of work for which payment will be calculated by multiplying the measured quantity of work, carried out in accordance with the Contract, by the rate accepted for that work.

Conditions apply to payment for Rate Items in the Tender Schedules - **Schedule of Prices -Lump Sum.** RateItems are referenced by their Item No.

Include details of the basis of payment for selected *Rate items* shown in the Schedule of Prices – Lump Sum, e.g.:

Item 3.X

* Scope: the removal and disposal of unsuitable material and the supply, placement and compaction of gravel, including trimming to the required lines and levels.
* Measurement for Payment: payment will be based on the specified area of the floor slab and the difference between the design level of the underside of the slab and the average surface level after removal of the unsuitable material (verified by independent field survey arranged by the Contractor).
* Applicable Conditions:
* Payment under this item only applies where:
* the nature of the unsuitable material has been confirmed by an independent geotechnical consultant;
* the Contractor is entitled to an adjustment to the *Contract Price* under General Conditions of Contract clause– *Site Conditions*; and
* the Contractor has given notice to the Principal before commencing the relevant work and the Principal instructs that payment will be made under this item for the replacement of unsuitable material under the floor slab with approved gravel fill,
* the tendered rate will be deemed to include all costs, including overheads and profit, associated with dealing with the scoped work, except for the engagement and use of any required consultants.
* the tendered rate only applies up to a total quantity of 300% of the quantity shown.

**the ABOVE example can also be used for the removal of contaminated material where Clause 7 of the GCC applies.**

**An alternative wording to ‘all costs, including overheads and profit’, in the conditions in the above example is: ‘excavation, stockpiling, loading, transporting and disposing of the material, all associated overheads and profit’.**

**the conditions in example item 3.X above provides control by the principal in the use of the item and limits the obligation to pay the tendered rate.**

Item 3.»

* **Scope**: »
* **Measurement for Payment**: »
* **Applicable Conditions**: »

»

End of clause - Application of Tendered Rates.

### Application of Provisional Rates

Delete this clause and the above heading unless the Contract includes a Schedule of Provisional Rate Amounts.

where this clause is included, to manage the principal’s risk, This clause should be used to define, for each provisional rate ITEM;

* the scope of work covered by the item;
* how the work will be measured for payment; and
* any conditions required to be met for payment to be made under the item. this may include a change in the quantity RANGE APPLICABLE to an INDIVIDUAL rate.

Include details of the basis of payment for each provisional Rate item, e.g.:

Item 1.X

* Scope: the removal and disposal of contaminated material
* Measurement for Payment: payment will be based on the number of tonnes of material validated by tip dockets from an EPA licensed landfill disposal site.
* Applicable Conditions:
* Payment under this item only applies where:
* the nature of the contaminated material has been confirmed by an independent environmental consultant;
* the Contractor is entitled to an adjustment to the Contract Price under General Conditions of Contract clause – Site Conditions Contract; and
* the Contractor has given notice to the Principal before commencing the relevant work and the Principal instructs that payment will be made under this item.
* the tendered rate will be deemed to include excavation, stockpiling, loading, transporting and disposing of the contaminated material, all associated overheads and profit’, except for the engagement and use of any required consultants. The tendered rate plus the reasonable cost of consultants thus satisfies any entitlement under clause 7.3(a) of the GCC.
* the tendered rate only applies up to a total quantity of 300% of the quantity shown. For greater quantities, a rate determined from the reasonable Direct Costs to the Contractor of work carried out for the relevant provisional rate item plus a margin in accordance with the Contract will apply.

**it is recommended that details for each provisional rate item be shown under the headings used in the above example.**

Refer to Tender Schedules - **Schedule of Provisional Rate Amounts**. The Principal’s instruction is required for the use of provisional rate items. Payment will be calculated by multiplying the measured quantity of work, carried out in accordance with the Contract, by the rate accepted for that work. Conditions apply to the payment of provisional rate items. Provisional rate items are referenced by their Item No.

Item 1.»

* **Scope**: »
* **Measurement for Payment**: »
* **Applicable Conditions**: »

End of clause – Application of Provisional Rates

### Provisional Sums

Delete this clause and the above heading where the tender schedules do not include a Schedule of provisional Sums.

Where the Principal intends to carry out work that is the subject of a Provisional Sum, cooperate with the Principal, when requested, in obtaining at least two independent quotes to carry out the relevant work.

Refer to the Tender Schedule **– Schedule of Provisional Sums**, General Conditions of Contract clause 3- **Design and Construction** and General Conditions of Contract clause 13 – **Payment and Retention.** Provisional Sumsinclude an amount for GST.

comprehensively specify the scope of each PROVISIONAL SUM item to differentiate it from other work under the contract. use the same wording as in the relevant tender schedule. include a clause reference to the specification in the DESCRIPTION.

The scope of the Provisional Sum work is:

Item A. »

Item B. »

end of clause – provisional sums.

### Currency fluctuation

Delete this clause and the above heading unless the value of imported goods exceeds:

* $1.0 million;
* 50% of the estimated *contract price*; or
* a suitable value dertermined by Council.

Note: If this clause is deleted also delete Conditions of Tendering clause - Foreign Currency Adjustment.

#### Requirement

If a price was tendered in a foreign currency for an item, then the amount payable by the Principal for the item shall be in Australian currency calculated by applying the spot selling rate for the purchase of the foreign currency at the Westpac Bank at the close of business on the 14th day after the Date of Contract or if the day is a Bank Holiday in New South Wales, the following trading day.

End of clause - Currency Fluctuation.

### Preferred Subcontractors

Delete this clause and the above heading if:

* conditions of tendering clause - Preferred Subcontractors is deleted.

The Contract includes the following work which is to be subcontracted from the following list of Preferred Subcontractors. For each listed category, subcontract the relevant work to one of the listed Preferred Subcontractors*.*

If no Preferred Subcontractor on the list will subcontract to carry out the work, notify the Principal and comply with the Principal’s instructions.

When Preferred Subcontractors are to be included, list the preferred subcontract work and the preferred subcontractors, together with their addresses and telephone numbers.

**WHERE FEASIBLE, THERE SHOULD ALWAYS BE MORE THAN 1 PREFERRED SUBCONTRACTOR LISTED FOR EACH CLASS OF WORK. THIS REDUCES the PRINCIPAL’s RISK for SUBCONTRACTOR PERFORMANCE.**

When more than one preferred subcontract work category is included ensure that the preferred subcontractors are clearly identified for each category.

|  |  |
| --- | --- |
| **Preferred Subcontract Category & Work** | **Preferred Subcontractors (including address & contact details)** |
| » | »  » |
| » | »  » |

End of clause - Preferred Subcontractors.

## Administration

### Quality management requirements

Include the following paragraph where Qm Option 1 is selected in the conditions of tendering clause - Quality management and the contractor is required to have an accredited Quality management system.

**Paragraph**

#### Quality Management System

Maintain the Contractor’s Quality Management System. Obtain evidence from proposed subcontractors and certify that subcontractors’ quality management systems meet the requirements of the Contractor’s Quality Management System.

**end of Paragraph**

#### Quality Management Plan

Develop and implement a Quality Management Plan that complies with the current NSW Government Quality Management Guidelines for Construction *(Quality management guidelines - construction procurement) (QM Guidelines).* The *QM Guidelines* are available on the Buy.nsw website at <https://buy.nsw.gov.au/categories/construction>

#### Design Plan

delete this sub-clause and the above heading unless the contract requires the contractor to carry out significant design or documentation for all or part of the Works.

Before starting design work, prepare and implement a Design Plan complying with the *QM Guidelines.* Cover each phase of the design and address the key activities. Provide the Design Plan to the Principal on request.

Prior to commencing design work, prepare and implement a Design Plan complying with the *QM Guidelines,* covering each phase of *Design* and addressing the key activities.

End of sub-clause

#### Managing work quality

Prepare and implement Inspection and Test Plans (ITPs), complying with the *QM Guidelines,* for work under the Contract.

A separate ITP with associated checklists is required for each construction activity, i.e. an element of work or work carried out as a trade.

Incorporate the Hold and Witness points specified in the Contract and listed below:

|  |  |  |
| --- | --- | --- |
| **ITP Activity** | **Inspection Point** | **Hold or Witness Point** |
| » | » | » |
| » | » | » |
| As specified elsewhere in the Contract | As specified | As specified |

Not less than 7 Days before starting the work to which they apply, submit the following documents:

* copies of proposed ITPs and checklists; and
* certification that the relevant quality management plans and ITPs of subcontractors and consultants meet the requirements of the *QM Guidelines*.

Do not start any work before the relevant documentation is submitted.

Give at least 24 hours notice prior to reaching a Hold or Witness point.

Do not proceed beyond a Hold point without endorsement by the Principal.

The Principal, at its discretion, may inspect the work at a Witness point, but work may proceed without authorisation.

Endorsement by the Principal at a Hold or Witness point does not release the Contractor from its obligations to achieve the specified requirements of the Contract.

The Principal. at its discretion, may undertake surveillance (monitoring) of any or all work associated with the Contract.

#### Conformance records

Submit copies of *Conformance Records* as specified, including:

INCLUDE RELEVANT *CONFORMANCE RECORDS* IN THE TABLE BELOW, E.G.:

* APPROVALS OF REGULATORY AUTHORITIES;
* CONTRACTOR’S CERTIFICATION OF QUALITY CONFORMITY AND PERFORMANCE;
* *TEST* RESULTS OBTAINED FROM TESTING LABORATORIES;
* QUALITY OR *TEST* RECORDS OBTAINED FROM MANUFACTURERS AND SUPPLIERS;
* REGISTER OF PRODUCT AND SERVICE CONFORMITY RECORDS;
* STRUCTURAL COMPLIANCE CERTIFICATES;
* OPERATION AND MAINTENANCE MANUALS;
* COMMISSIONING PROCEDURES.

Modify the table by inserting rows as required.

|  |  |
| --- | --- |
| **Conformance Records** | **Time when records are required** |
| * Management reports including WHS and environmental monthly reports | No later than the fifth (5th) *Business Day* of each month, or as otherwise specified. |
| * Waste Management Progress Report | No later than the fifth (5th) Business Day of every second month |
| * Completed ITPs and checklists, all test results and other quality records. | With each payment claim. Progressively submit checklists, test results and other quality records related to ITPs that are completed over a number of payment periods. |
| * Work as Executed drawings | As per Preliminaries clause - **Work as executed drawings** |
| * Operation and Maintenance manuals | As per Preliminaries clause - **Operation and Maintenance manuals** |
| * Product and service Conformance Records | Not less than 7 days before *Completion* of the Works is reached. |
| » | » |

#### Failure to Comply

If the Contractor fails to comply with the requirements of this clause – **Quality Management**, the Principal may implement such inspections and tests as the Principal determines and the cost incurred by the Principal shall be a debt due from the Contractor. Alternatively, the Principal may make deductions from payments due to the Contractor for work not carried out.

End of clause - Quality management requirements

### Subcontract Requirements

#### General

In this Clause – **Subcontract Requirements**, “subcontract” includes an agreement for the supply of goods or services (including professional services and plant hire) and “subcontractor” includes a supplier of such goods or services.

Ensure that each subcontract, valued at $25,000 or more, that is entered into by the Contractor or any subcontractor in respect of the work under the Contract, includes the provisions contained in this Clause.

#### Options as to Form of Security

Each subcontract that:

* requires the subcontractor to provide a cash security to its principal; or
* allows the subcontractor’s principal to deduct retention moneys from any payment,

shall allow the subcontractor the option at any time to provide unconditional undertakings in lieu of cash security or retention moneys.

* + - 1. Trust for Cash Security and Retention Moneys

Each subcontract shall include the following provisions:

* when a party receives or retains security, that security is held in trust by the security holder who must promptly deposit the money into a trust account;
* the moneys shall be held in trust until they are paid to the party entitled to receive them and the security holder shall maintain proper records to account for such moneys; and
* any interest earned by the trust account shall be owned by the security holder.

When requested by the Principal, provide evidence that the required amount is held in trust for any subcontract. If the Contractor fails to do so, the Principal may withhold an equivalent amount from payment due to the Contractor.

Compliance with this subclause is not required if the security holder has a policy of insurance, equivalent to the HIA Security of Payment Bond, protecting subcontract payments due to the other party.

* + - 1. Payments

Each subcontract shall include an obligation, which takes precedence over any inconsistent provision of the subcontract, for the subcontractor’s principal to pay, no more than 20 Business Days after receiving a payment claim from the subcontractor, 100% of the value of work, goods or services provided by the subcontractor less only retention moneys paid into trust.

Compliance with this subclause shall not prevent the Contractor from paying a subcontractor an amount in excess of that claimed from the Principal or paying before the time stipulated in this subclause.

* + - 1. Alternative Dispute Resolution

Each subcontract shall include provisions incorporating the dispute resolution procedures outlined in the Contract.

* + - 1. Documents to be provided to Subcontractors

Each subcontract shall include the requirement for subcontractors to be provided with a copy of this Clause and clauses relating to proof of payment of subcontractors, times for payment claims and payment and alternative dispute resolution.

* + - 1. Register of Subcontracts

Maintain a register of all subcontracts which have a value of $25,000 or more, showing brief details of the subcontract work and the name, address and telephone number of the subcontractor. If requested, give the Principal a copy of the register and an unpriced copy of any subcontract agreement.

End of clause - Subcontract Requirements

### Additional Security and Obligations for Trustees

If the Contractor is a trustee:

* before starting the Works, give the Principal an unconditional undertaking as security for any amount previously agreed in writing by the parties.

The unconditional undertaking must be in the form detailed in General Conditions of Contract - Schedule 1 – **Unconditional Undertaking** and from a financial institution acceptable to the Principal.

* the security will be retained by the Principal against the due and proper performance of the Contract. Unless the Principal has made or intends to make a demand against the unconditional undertaking, the Principal will return the unconditional undertaking within 10 Business Days after Completion of the whole of the Works is reached or as otherwise agreed by the Principal.
* Do not prevent the Principal from making any demand against the unconditional undertaking, or prevent the provider of an unconditional undertaking from complying with the unconditional undertaking or any demand by the Principal, but the Contractor may seek damages if the Principal makes such a demand in breach of the Contract.
* ensure that for the duration of the Contract, the total value of trust beneficiaries’ loans to the trustee is always greater than the total value of trust beneficiaries’ loans from the company.

End of clause - Additional Security and Obligations for Trustees

### Audit and review

Make available, on request, all records, including those of or relating to subcontractors or suppliers, relevant to compliance with requirements of the Contract, for the purposes of audit, review or surveillance. Provide all reasonable assistance during the audits or reviews including attendance by the Contractor.

Promptly implement effective corrective action on matters disclosed by audit or review and notify the Principal when the corrective action has been completed.

### Contractor Representatives

delete the following clause and the above heading where the nomination of contractor representatives is not required for the contract

Ensure that, at all times, there is a person appointed to act as the *Contractor’s Representative* who can:

* act, in its dealing with the Principal’s Authorised Person, with the Contractor’s full authority in all matters relating to the Contract;
* be responsible for ensuring the Contractor’s obligations under the Contract are met;
* administer the Contract on a day-to-day basis on behalf of the Contractor; and
* receive correspondence, instructions and notifications from the Principal and issue correspondence and notifications to the Principal on behalf of the Contractor.

Within 5 Business Days after the Date of Contract, provide the name and contact details, including e-mail address and mobile phone number of the *Contractor’s Representative*. Promptly notify the Principal of any change in those details.

In addition, unless not applicable, within 20 Business Days after the Date of Contract, provide the name and contact details of a *Senior Contractor Representative* who will act with the Contractor’s authority in dealings with the Senior Executive under General Conditions of Contract Clause – **Disputes** and as otherwise required.

### Dealing with Modern Slavery

this clause provides simplified requirements to deal with modern slavery.

where the Principal requires a more comprehensive process to apply, it could:

* include Schedule 17–MODERN slavery from the SCHEDULES to the GC21 General conditions of CONTRACT as a SCHEDULE to these PRELIMINARIES;
* retain the first PARAGRAPH and delete the remainder of this clause; and
* add the following to this clause: ‘Comply with the requirements of Schedules to Preliminaries - Schedule of Modern Slavery and implement processes and procedures to identify and manage the risks of Modern Slavery’

Modern Slavery includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children.

Take reasonable steps to ensure that Modern Slavery is not occurring in the operations and supply chains of the Contractor and any entity that the Contractor owns or controls. Implement processes and procedures to identify and manage the risks of Modern Slavery.

Where an actual or suspected occurrence of Modern Slavery is identified in the Contractor’s operations or supply chains:

* notify the Principal in writing as soon as possible; and
* take reasonable steps to respond to such occurrence in accordance with any relevant Code of Practice/ Conduct or other guidance issued by the Anti-slavery Commissioner.

Provide to the Principal any information and other assistance, as reasonably requested by the Principal, to enable the Principal to meet its obligations under the Modern Slavery Act 2018 (NSW).

End of clause - Dealing with Modern Slavery

## Site

### Site Information

where this clause is considered usefuL, list Reports, INVESTIGATIONS and other Site Information that is provided or referenced in the RFT and nominate WHETHER the information will be part of the contract or is for information only.

|  |  |
| --- | --- |
| **Site information documents** | **Does the document form part of the Contract or for information only?** |
| * » | * <select *’part of the Contract’* or *‘for information only’*> |
| * ». | * <select *’part of the Contract’* or *‘for information only’*> |

### Order of work

Delete this clause and the above heading unless it is necessary to:

* direct the Contractor to perform the Works in a particular order; or
* complete stages or parts of the work in a particular sequence or at stated times.

This clause is not required where the order of work is controlled by Milestones. The use of Milestones is generally the best way to control both the order and time for completion of major parts of the Works.

where this clause is included, describe the order or sequence of the works. clearly detail the scope of each part or stage of the works.

The Works are to be completed in the following order:

* »

### Site access and limitations

Describe site access conditions including details of any restrictions to the movements or activities of the Contractor, such as:

* safe access for occupants of the Site;
* easements;
* weight or height limits;
* covenants and restrictions arising from actions of adjoining owners;
* environmental protection; or
* noise restrictions, etc.
* **restrictions required for the Protection of children and other vulnerable people**

Refer to any relevant drawings.

Identify and clearly state who is to provide and maintain access to the site if not accessible from a public road.

Identify and clearly state what is to be done in relation to site access after the works have been completed.

Site access conditions applying to the work under the Contract are:

* »

### Other Site Activities

Include details of any other site activities or contracts which may affect this contract. delete this clause and the above heading if not APPLICABLE. Delete PARAGRAPH 1 or 2 if not applicable.

it is advisable to check the site prior to the close of tenders and again prior to award to ensure no unforeseen circumstances have occurred – E.G. flooding or other contracts that are late in completion.

Paragraph 1

Other site activities which may affect this site are:

* »

end of Paragraph 1

Paragraph 2

Other contracts which may affect this site are:

* »

end of Paragraph 2

End of clause - Other Site Activities

### Occupied premises

Delete this clause and the above heading unless any part of the Site will remain occupied during the Contract.

#### Occupancy by Principal

The Principal or persons authorised by the Principal will continue in possession and occupancy of:

Describe any part of the Site, including buildings (or parts of buildings), that the client will continue to occupy.

»

#### Principal’s Access

Provide safe access, for the Principal and authorised persons notified to the Contractor by the Principal, to parts of the Site which continue to be occupied.

#### Contractor’s Responsibility

Mandatory when the client is to remain in occupation of part of a building or the site.

Take responsibility for the suitability of all workers and subcontractors on Site, set reasonable standards of conduct, investigate complaints about their behaviour and take appropriate action including removal of persons from Site if so warranted.

#### Specific requirements

Include details when unrestricted access by the Contractor is not desirable.

consult with the client, building management and the proposed *Principal’s Authorised Person* to establish security and access requirements.

Consider matters such as:

* Compliance with existing security systems, e.g. wearing of id tags in hospitals;
* Requiring the Contractor to implement a security system;
* requiring all workers and visitors to report to the client’s representative, e.g. the School Principal (e.g. for rectification of *Defects* after *completion*);
* restricted hours;
* areas where access is restricted to certain times, with adequate notice and/ or in accordance with a program (E.G. access to Hospital wards and floors)
* out of bounds areas, e.g. student change rooms and toilets.
* for example:

Maintain access to each occupied building in compliance with the Building Code of Australia (BCA);

Implement a security system to prevent unauthorised entry to restricted areas and the worksites. In particular, all the Contractor’s personnel must »; or

Liaise with proposed Principal’s Authorised Person and building management personnel to identify the security requirements for the buildings involved and comply with these requirements. In particular, all the Contractor’s personnel must ».

»

End of clause - Occupied Premises.

### Working Hours and Working Days

delete the following clause and the above heading where:

* the contract does not includes site work.

where this clause is included, include any restrictions required by the client.

also Check any Planning Approval and Review of Environmental Factors Determinations.

Unless the Contract provides otherwise, the Site is available to the Contractor to carry out the Works between 7am and 5pm, Monday to Friday, inclusive, but excluding public holidays.

The Principal may approve additional working hours or working days, subject to conditions which may include, but are not limited to:

* restrictions on the performance of work requiring surveillance; and
* a requirement that the Contractor meet the costs of surveillance, by or on behalf of the Principal, of work performed during any approved additional working hours and days.
* »

### Existing services and Survey Marks

#### Preventing Unplanned Contact with Live Services

Take responsibility for locating existing services, including underground essential services, and isolating them where necessary to prevent unplanned contact with live services. In doing so, comply with the NSW Government *Construction Work Code of Practice.*

#### Preventing unplanned disturbance of Survey Marks

Take responsibility for locating, protecting and replacing Survey Marks. Survey Marks include Permanent Survey Marks and Cadastral (Boundary & Reference) Marks.

#### Locating Existing Services and Survey Marks

Before starting construction work:

* appoint a site manager to be responsible for locating and preventing unplanned contact with existing services and Survey Marks; and
* verify the precise locations of all underground and other existing services and Survey Marks at the Site, and in areas adjacent to the Site that may be affected by the work under the Contract.

To locate existing services:

* obtain advice from Dial Before You Dig and the owners of the services, (do not rely on WAE or as-built drawings);
* engage a services locator;
* examine the Site and surrounding areas for indications of services; and
* where any service is underground, use pot-holing (or equivalent non-destructive techniques) to locate the service. Ensure all holes are promptly backfilled to reduce safety risks.

To locate existing Survey Marks:

* + refer to the information sheet *Protecting Survey Marks* available in *Information sheets* under the Publications tab at: <https://www.spatial.nsw.gov.au>; and
  + comply with subsections 1 and 3 of the section *How to protect survey marks* – *before Works commence* in the above Information sheet.

Mark prominently on the Site the locations of all existing services and Survey Marks. Document the locations of services and Survey Marks on a site plan and provide a copy of the plan to each subcontractor before the subcontractor starts work on the Site.

Provide written confirmation to the Principal that these actions have been completed before starting construction work.

#### Isolation of Existing Services

Before undertaking any work involving cutting into, penetrating, or otherwise breaking into building fabric (floor, walls or ceiling), ensure the services are isolated in the relevant work area.

Wherever reasonably practical and with the prior approval of the Principal, isolate electrical and gas services for the whole building where work is being carried out, before starting work on existing building services.

Notify the Principal and the appropriate persons within the facility of any proposed disruption of services in sufficient time to enable affected personnel to be informed and any changes to operations to be made. Wherever possible, consult with the Principal prior to issuing the notification.

Include in the notification:

* details of the service to be disrupted;
* the date and time that the disruption will commence;
* the estimated duration of the disruption and when the service will resume operation;
* the possible impact of the disruption (e.g. loss of power, loss of gas); and
* any other relevant information.

On completion of the work and the resumption of the service, check all penetrations for live or damaged services and give the following to the Principal:

* a clearance certificate that affected utilities and equipment (e.g. heaters, boilers) have been tested and are functioning appropriately; and
* the name and phone number of a responsible person, appointed by the Contractor, who can be contacted if problems are experienced with any of the affected utilities or equipment.

#### Interference with Existing Services

Deal with existing services (such as drains, watercourses, public utilities, telecommunications and other services) obstructing the Works or damaged in the course of work under the Contract, as follows:

* if the service is to be continued: repair, divert or relocate as required; or
* if the service is to be abandoned: cut and seal or disconnect and make safe as required.
* record all changes made to the services on drawings, with sufficient detail to allow changes to be identified.

#### Use of Existing Services

delete the following subclause and ABOVE heading if not required.

subclause

#### Existing services may be used as temporary services for the performance of the Contract subject to conditions stated in the Existing Services Schedule below:

|  |  |
| --- | --- |
| Existing Services Schedule | |
| Service | Conditions of use |
| * Water Supply | * » |
| * Electricity | * » |
| * » | * » |

end of subclause

#### Removing or replacing Survey Marks

#### Where Survey Marks are required to be removed or replaced, engage a Registered Surveyor to manage the process in compliance with Surveyor-General’s Directions, Direction No. 11, *Preservation of Survey Infrastructure* available under the Surveying tab at: <https://www.spatial.nsw.gov.au/>

#### Cost and delay

Where an existing service or Survey Mark obstructs the Works and requires diversion or relocation, take responsibility for all resulting costs and delays, except to the extent that the Contractor is entitled to an adjustment of the Contract Price or payment for a Variation in accordance with General Conditions of Contract Clause – **Site Conditions**.

Where:

* an existing service is damaged by the Contractor for any reason whatsoever; or
* an existing Survey Mark is removed, disturbed or destroyed, without authorisation,

take responsibility for all costs and any delays for repairing or disconnecting the service and/ or replacing the Survey Mark.

#### Notification

Notify the Principal immediately upon discovering:

* any damaged services or services that obstruct the Works and are not shown in the Contract Documents; or
* any unauthorised removal, disturbance or destruction of Survey Marks.

End of clause - Existing services and Survey Marks

### Work health and safety management

where this clause is included, include the 2 subclauses where the MW21 general conditions of contract forms part of the RFT.

**note an option to specify additional requirements is included at the end of this clause.**

**2 subclauses**

#### Specification and Statutory Requirements

Comply with all statutory requirements including, but not limited to, the *Work Health and Safety Act 2011* (NSW) *(WHS Act)*, the *Work Health and Safety Regulation 2017* (NSW) *(WHS Regulation)* and the NSW Government Work Health Safety management guidelines for construction 6th Edition *(WHS management guidelines).* The *WHS management guidelines* are available on the buy.nsw website at <https://buy.nsw.gov.au/categories/construction>

In the event of any inconsistency, comply with the statutory provisions.

#### Engagement as principal contractor

Take responsibility for the work under the Contract at all times until Completion. The Contractor is engaged as principal contractor for the work, in accordance with clause 293 of the *WHS Regulation*, and authorised to exercise such control of the workplace as is necessary to discharge the duties of principal contractor under the *WHS Regulation*.

**end of 2 subclauses**

#### WHS Management Plan

Develop and implement a WHS Management Plan that covers the work under the Contract and complies with the *WHS management guidelines* and *WHS Regulation 2017*.

Also submit checklists (1-12) of *Appendix D – Sample WHSMP Audit Report* from the *WHSM Guidelines,* completed and signed by the Contractor.

As a minimum the completed checklists should include page and section references for the relevant listed procedures and activities. Completion of the checklist provides a valuable check of the Contractor’s WHS Management Plan.

insert WHS risks identified in the Project risk register. refer also to Appendix C of safework *Code of Practice Construction Work* for examples of high risk construction work.

Ensure the following risks are covered in the WHS Management Plan:

* »

This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own identification and detailed analysis of all work, health and safety risks involved with work under the Contract.

Additionally, consult with all occupiers of the Site to coordinate the Contractor’s emergency and evacuation plan with their emergency and evacuation plans.

#### Site Safety Rules

Develop site safety rules that are equal to or better than the following minimum set of site safety rules. Include them in the WHS Management Plan and ensure implementation. Notwithstanding the development of site safety rules, the rules listed below form part of the Contract. Refer to and incorporate applicable WHS codes of practice from: <https://www.safework.nsw.gov.au/resource-library/list-of-all-codes-of-practice>

Site safety rules must make it a condition of entry to the applicable worksite that all employees and visitors comply with their provisions, including:

* **Construction WHS Induction** - all persons must display evidence of completing WHS Induction training before being inducted to start work on the Site.
* **Site Induction** - all persons working on the Site must attend a site induction before entering it. Visitors may enter a worksite if, either, they first attend a site induction, or if they are accompanied by a person who has attended a site induction. Each day, all persons must sign in and out on the site register.
* **Safe Work Method Statements** - Safe Work Method Statements must be prepared and used for all high risk construction work activities.
* **Toolbox Talks** – weekly or more regular discussions must be held with workers to consult on site safety matters.
* **Safety Helmets, Safety Footwear** **and Safety Vests** - safety helmets and steel-capped safety footwear must be worn by all supervisors, employees, and visitors in the construction areas at all times. The footwear must comply with AS 2210. Safety vests must be worn when moving plant is present or work is undertaken near traffic.
* **Personal Protective Equipment** (PPE) - PPE, such as safety eye protection, hearing protection, safety gloves and masks and the like, must be worn when welding, drilling and with all other tasks with similar risks.
* **Accidents and Incidents** - accidents, incidents and injuries must be reported immediately to the Contractor’s and applicable subcontractor’s site representative.
* **Alcohol and Drugs** - the consumption of, or being under the influence of, alcohol and illegal drugs on the Site is prohibited.
* **Amenities** - access to clean toilets, meal facilities and cool, clean drinking water must be provided for all persons.
* **Electrical** - all electrical work and electrical plant must comply with AS/NZS 3012:2010 *Electrical Installations – Construction and demolition sites.*
* **Emergency and Evacuation Plan** - arrangements must be included in the Site Induction and clearly identified. Consult with any occupier of the Site to coordinate the principal contractor’s emergency and evacuation plan with the emergency and evacuation plan of the occupier of the Site.
* **Excavations** - barricading and signage for all excavations must be provided, with excavations 1.5 metres or more deep also to be benched, battered or shored unless a geotechnical report has been provided which determines this support is not required.
* **Fire Prevention** - fire prevention must be used by all persons on the Site. An appropriate fire extinguisher must be on hand for all welding sets and oxy acetylene work.
* **First Aid** - all persons requiring first aid treatment must contact the first aid officer who will administer the treatment and record the injury in a Register of Injuries, including the person's name and the nature of the injury.
* **Hazardous Substances** -chemicals and hazardous substances must be used and stored in compliance with their current Safety Data Sheets (SDS) with details recorded in the Register of Hazardous Substances.
* **Housekeeping** - work areas must be kept clean and tidy, with rubbish and other safety hazards cleaned up promptly. All protruding nails must be promptly removed from stored or discarded timber.
* **Leads and Power Tools** - all leads, power tools and electrical equipment must be inspected and tagged by a qualified person prior to their use and then at three monthly intervals or as otherwise required under AS/NZS 3012:2019.
* **Mobile Plant** - ensure plant is registered with SafeWork NSW when required and operators are appropriately qualified. Plant must be fitted with working hazard lights/ reversing lights and beepers. Refer to relevant SafeWork NSW Codes of Practice.
* **Overhead Power Lines** – comply with the relevant SafeWork NSW Codes of Practice for work near overhead power lines..
* **Site Security and Public Access** - security measures, including perimeter fencing, must be used to prevent unauthorised access to construction areas and ensure safe access and passage for all those on and adjacent to the Site.
* **Underground Services** - refer to Preliminaries clause - **Existing Services and Survey Marks.**
* **Working at Heights** - working at heights must be in accordance with SafeWork NSW requirements and guidance, including certification of scaffolding.

Relevant Codes and Guides can be accessed from the SafeWork NSW website.

#### WHS Management Monthly Report

No later than the 5th Business Day of each month, submit a WHS Management Monthly Report, signed by the Contractor’s representative, including the information listed below, as evidence of the implementation of the WHS Management Plan during the previous month.

**Contract Details**

|  |  |  |
| --- | --- | --- |
| * Contract name | * signature and date | |
| * Contractor | * period covered | |
| * Contractor’s representative | |  | |

**Implementation of *Risk management*** *(i****nspection, testing and servicing procedures)***

Summary of WHS inspections and tests carried out for:

|  |  |
| --- | --- |
| * plant and equipment | * work site conditions including access & exits |
| * incoming products | * personal protective equipment (PPE) |
| * compliance with and completeness of Risk Assessments, Safe Work Method Statements and Site Safety Rules | |

**Management of Subcontractors and Consultants**

* a list of subcontractors and consultants currently engaged in work under the Contract valued at $25,000 or more; and
* confirmation for each listed subcontractor and consultant that it is complying with relevant WHS requirements.

**Implementation of *WHS training***

* updated copy of Induction Register and details of WHS training carried out.

**Implementation of *Incident management and corrective action* procedures**

Details of:

|  |  |
| --- | --- |
| * WHS incidents or WHS issues, including non-compliance with WHS processes and procedures and near misses, | |
| * the resources allocated for *Incident management and corrective action* | |
| * implementation of incident management | * implementation of corrective action |
| * WHS statistics for the Contract including: | |

|  |  |  |
| --- | --- | --- |
|  | **This Month** | **Total Cumulative** |
| * Number of Lost Time Injuries |  |  |
| * Number of Hours Worked |  |  |
| * Number of Hours Lost Due to Injury |  |  |
| * Lost Time Injury Frequency Rate (LTIFR) |  |  |
| * Number of WHS Management Audits |  |  |
| * Number of WHS Inspections |  |  |

**Implementation of *Safe Work Method Statements***

* updated copy of the register of Safe Work Method Statements; and
* confirmation that the principal contractor has ensured that all Safe Work Method Statements comply with the WHS Regulation and that their implementation is being monitored.

#### Incident Reports

Ensure compliance with the notification and other requirements of the *WHS Act* Sections 35-39 for any notifiable incident, including immediate notification of SafeWork NSW.

Notify the Principal of any notifiable incident and any incident requiring medical treatment or involving lost time as soon as reasonably practicable after the incident..

Provide a written report to the Principal within twenty-four hours after the incident, giving details of the incident and evidence that requirements of the *WHS Act* have been met.

When requested, provide to the Principal an incident investigation report, including identification of the root cause of the incident and corrective actions taken, in the form directed.

#### Prohibition, Improvement Non-disturbance and Penalty Notices

Immediately notify the Principal of any Prohibition, Improvement, Non-disturbance or Penalty Notice issued by SafeWork NSW for any work under the Contract. Provide the Principal with a copy of the Notice and written details of the corrective action taken by the Contractor and/or the applicable subcontractor to rectify the breach and to prevent recurrence.

#### Electrical Work

In compliance with clauses 154-156 of the *WHS Regulation*, ensure that electrical work is not carried out on electrical equipment while the equipment is energised, except when, in accordance with clauses 157–163 of the *WHS Regulation*, it is necessary in the interests of health and safety that the electrical work be carried out on the equipment while the equipment is energised.

At the completion of electrical work, provide a *Certificate of Compliance – Electrical Work* (CCEW) signed by a licensed electrician, setting out details of the installation work that has been carried out and confirming that the work complies with AS/NZS 3000 and is suitable for its intended use. The provision of the CCEW is a condition of achieving Completion of the relevant Milestone or the Works, as applicable.

#### Formwork

Comply with the relevant statutory requirements, standards, codes and guidelines in respect of the design, construction and use of formwork, including but not limited to:

* AS 3610-1995 *Formwork for Concrete;* and
* SafeWork NSW *Formwork Code of Practice.*

Ensure that, for both vertical and horizontal formwork, before a concrete pour where:

* the formwork surface is 3 metres or more above the lowest surrounding ground; or
* the area of the formwork surface is 16 square metres or greater,

an independent structural engineer inspects and certifies that the formwork complies with AS 3610–1995 *Formwork for Concrete*. The scope of any certification work must be documented to show what has been inspected and certified.

‘Structural engineer’ means a person qualified for member grade of the Australian Institution of Engineers, having not less than 4 years post-qualification professional engineering experience in in the design of structures and formwork.

The engineer must not have a conflict of interest as defined in section 29 of the Building and Development Certifiers Act 2018 for registered certifiers.

Include the inspection and certification as actions in Safe Work Method Statements for the erection and use of formwork and as hold points in the Contractor’s and subcontractors’ Inspection and Test Plans.

Submit formwork certification before commencing the use of the formwork. Do not use the formwork before this certification is submitted.

include the following paragraph where council has additionalWHS conditions, otherwise delete.

Paragraph

#### Other Work Health and Safety Management requirements

Refer to Preliminaries - **Schedule of Special Contract Conditions** for additional Work Health and Safety Management requirements.

end of Paragraph

End of clause – WORK Health and Safety management.

### Hazardous substances discovered unexpectedly on the Site

#### Definition

‘**Hazardous substances’** are substances, whether solid, liquid or gas, that may cause harm to a person’s health. They include chemicals listed in the Hazardous Chemical Information System (HCIS) documentation published by Safe Work Australia, restricted substances referenced in the NSW Work, Health and Safety Regulation (2017) and substances designated by their manufacturer or other authorities as hazardous.

Asbestos, material containing asbestos, polychlorinated biphenyl (PCB) and lead based paints are hazardous substances. For the purposes of this clause, these substances are referred to as ‘Nominated Hazardous Substances’.

Other substances in certain situations are also considered hazardous and therefore require controlled handling in accordance with *Statutory Requirements*. Examples are glues, solvents, cleaning agents, paints, water treatment chemicals and materials containing silica.

#### Response to unexpected discovery

The requirements of this clause apply when a Nominated Hazardous Substance whose presence is not identified in the *Contract Documents* is discovered unexpectedly on the Site. General Conditions of Contract clause – **Site Conditions** does not apply.

If any Nominated Hazardous Substance is discovered unexpectedly on the Site, suspend all work that may result in exposure to the substance and notify the Principal immediately of the type of substance and its location.

The suspension shall be deemed to be a suspension by the Principal under General Conditions of Contract Clause – **Suspension** to the extent that it was required to prevent such exposure. The Contractor may make a claim for entitlements due under clause 10 of General Conditions of Contract Clause – **Suspension.**

With the initial notification, or otherwise within 1 *Business Day* of discovery, submit details, to the extent available, including:

* the additional work and resources the Contractor estimates will be necessary to deal with the Nominated Hazardous Substance so that work and subsequent use of the Works may proceed safely and without risk to health;
* the Contractor’s estimate of the cost of the measures necessary to deal with the Nominated Hazardous Substance;
* the Contractor’s estimate of the anticipated effect on *Contractual Completion Dates*; and
* other details reasonably required by the Principal.

In planning and carrying out any work dealing with the Nominated Hazardous Substance, the Contractor must take all reasonable steps to:

* carry out the work concurrently with other work wherever possible; and
* otherwise minimise the effects of the work on the *Contractual Completion Date(s)*.

#### Control and decontamination

When notified that a Nominated Hazardous Substance has been discovered unexpectedly on the Site, the Principal may:

* suspend the whole or any part of the work, in accordance with the above referenced General Conditions of Contract clause dealing with suspension until the substance is isolated or removed; or
* instruct the Contractor to take responsibility for the control of the Nominated Hazardous Substance and decontamination of the Site, and treat any necessary additional work as a Variation (*Variation)*.

Where required, under the Contract or following an instruction from the Principal, to take responsibility for the control of hazardous substances and decontamination of the Site, handle, use, isolate, remove and dispose of such substances in accordance with *Statutory Requirements.*

The Environment Protection Authority or Waste Service NSW may advise suitable disposal sites.

#### Working Hours

Delete this sub-clause and the above sub-heading unless special client requirements apply, e.g. on occupied school sites.

When required to decontaminate occupied Sites containing hazardous substances, all such decontamination must be carried out outside normal hours of occupation unless otherwise approved in writing by the Principal. Normal hours of occupation are:

Insert the days and hours agreed with the owner or occupier of the site.

»

End of sub-clause - Working Hours

end of clause - Hazardous substances discovered unexpectedly on the Site

### Asbestos removal

#### Requirement

Comply with the relevant *Statutory Requirements*, standards, codes and guidelines in respect of any asbestos removal work, including but not limited to:

* SafeWork NSW requirements
* SafeWork NSW Code of Practice *How to manage and control asbestos in the workplace*
* SafeWork NSW Code of Practice *How to safely remove asbestos*
* SafeWork NSW *Managing Asbestos in or on Soil*
* *NSW Work, Health and Safety Regulation (2017)*

Comply with the requirements of any Asbestos Management Plan that applies to the Site or the building where removal is taking place.

#### Notification and Permit

Not less than 7 days prior to starting any asbestos removal work, notify the Principal of the intention to carry out that work. Provide a copy of the asbestos removal contractor’s licence and a copy of any permit required for the work.

#### Monitoring

For all friable asbestos removal and for non-friable asbestos removal in occupied areas, provide air monitoring by an independent, licensed asbestos assessor:

* on each day during asbestos removal, immediately before asbestos removal work starts; and
* on completion of each area where removal has been undertaken.

#### Clearance Certificate

Submit to the Principal a clearance certificate from an independent licensed asbestos assessor at the completion of the asbestos removal work.

### Temporary services provided by the Principal

Delete this clause and the above heading unless the Principal is providing temporary services.

where this clause is included, Include details of any temporary services that the Principal will provide.

Identify who will pay for the consumables; e.g.: the electricity and/or water used.

Consult with the Client.

»

End of clause - Temporary services provided by the Principal.

### Dilapidation Surveys

Delete this clause and the above heading unless a Dilapidation Survey is required.

amend to suit the Site and the works. Note that video surveys often do not provide sufficient definition to show existing cracking in structures.

Before commencing work on the Site, undertake a comprehensive dilapidation survey of the:

* Site;
* roads (including adjacent kerbs and gutters);
* internal and external surfaces of buildings and structures directly affected by the Works;
* other buildings and structures in the vicinity of the Works; and
* footpaths and land which may be affected by the work under the Contract,

and provide a corresponding report (with photos) to the Principal at least 10 Business Days before to starting work on the Site.

End of clause - Dilapidation Surveys

### Traffic Management

Delete this clause and the above heading unless Traffic Management is required.

amend to suit the Site and the works.

Include details of signboard requirements.

Prepare and submit a site-specific Traffic Management Plan(s) to Council’s Traffic and Transport Department (or other organisations where applicable) for review.

Traffic control plans are to be designed, selected, and implemented in accordance with the requirements of Australian Standard AS1742.3-2019 Manual of uniform traffic control devices – Traffic control for works on roads, and the SafeWork NSW Traffic Control at Work Sites Manual.

Traffic control and the selection or design of traffic guidance scheme (TGS) shall only be undertaken by persons who are qualified, authorised and accredited by SafeWork NSW.

Include any SITE-SPECIFIC requirements or REFERENCES relating to traffic management as required. Delete the Prompt if not REQUIRED.

»

End of clause – traffic management

### Signboard

Delete this clause and the above heading unless a signboard is required.

Consult with the client.

Include details of signboard requirements.

»

End of clause - Signboard.

## Environmental protection

### Environmental management

#### Requirement

Comply with the current NSW Government *current NSW Government Environmental Management Guidelines (Construction procurement) (Edition 4) (EM Guidelines)*, available on buy.nsw web site at <https://buy.nsw.gov.au/categories/construction>

end of subclause

Use either option 1 or option 2 and delete the option that does not apply.

Use option 1 if em option 1 or em option 2 of conditions of tendering clause – environmental management is used.

note, If Option 1 is used, delete the schedules to Preliminaries – schedule for Environmental Management Plan.

use option 2 if neither EM options in the conditions of tendering clause – environmental management are used. this allows the schedules to Preliminaries – schedule for Environmental Management Plan to be used.

option 1

#### Environmental Management Plan

Develop and implement an Environmental Management Plan (EMP) that complies with the current NSW Government *Environmental Management Guidelines (Construction procurement) (Edition 4) (EM Guidelines)*. The *EM Guidelines* are available on the Buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>.

insert environmental risks identified in the Project risk register and any identified opportunities to reduce or avoid adverse environmental impacts, or insert the words:

“None are identified for mandatory attention.”

Consider the control of risks related to hazardous substances; demolition work; waste management; selection and use of materials; noise, air, land and water POLLUTION; flora/fauna/heritage items; vibrations; dangerous goods; removal of soil; erosion and sedimentation; and general use of the site.

The Environmental Management Plan must address the following risks:

* »

This list of risks is not exhaustive and must not be relied upon by the Contractor. Undertake a detailed analysis of all environmental risks under the Contract.

Submit the EMP no later than 5 Business Days before construction work starts. Do not start construction work before a complying EMP has been submitted.

Also submit *Appendix B – Environmental Management Plan Review Checklist* from the *EM Guidelines,* completed and signed by the Contractor. Completion of the checklist provides a valuable check of the Contractor’s Environmental Management Plan.

#### Environmental Management Monthly Report

delete this subclause and the above heading if both em option 1 and em option 2 of conditions of tendering clause – environmental management have been deleted.

subclause

No later than the fifth (5th) *Business Day* of each month submit an Environmental Management Monthly Report, signed by the Contractor’s representative and including the information specified below, as evidence of implementation of the Environmental Management Plan.

**Contract Details**:

|  |  |
| --- | --- |
| * Contract name | * signature and date |
| * Contractor | * period covered |
| * Contractor’s Representative | |

**Implementation of environmental management - details of:**

|  |  |
| --- | --- |
| * environmental risks and opportunities | * significant environmental impacts |
| * environmental objectives, targets and measures of performance (where practical) | |
| * management actions, including environmental controls, training, inspections and testing | |

**Management of Subcontractors and Consultants**

* a list of subcontractors and consultants currently engaged in work under the Contract valued at $25,000 or more; and
* confirmation for each listed subcontractor and consultant that it is complying with relevant EMP requirements.

**Implementation of *incident management*, including *emergency response*** - details of:

|  |
| --- |
| * environmental incidents or emergencies |
| * non-compliance with environmental procedures and near misses |
| * implementation of incident and emergency response management |
| * implementation of corrective action. |

**Implementation of reviews** - details of internal reviews, audits and inspections undertaken to verify that on-Site environmental processes and practices conform with the Environmental Management Plan, including:

* monitoring, measurement, evaluation and review of activities;
* the consequences of non-conformances;
* investigation, analysis, evaluation and follow-up verification; and
* corrective and preventive action taken.

End of subclause – environmental management monthly report.

end of option 1

option 2

#### Environmental Management Plan

Develop and implement an Environmental Management Plan (EMP) that complies with the *EM guidelines*.

The Contractor may elect to complete Schedules to Preliminaries – **Schedule for** **Environmental Management Plan**, adding objectives and actions as required to suit the risks/hazards associated with the work under the Contract, and implement the completed version as the EMP.

Submit the EMP no later than 5 Business Days before construction work starts. Do not start construction work before a complying EMP has been submitted.

insert environmental risks identified in the Project risk register and any identified opportunities to reduce or avoid adverse environmental impacts, or insert the words “none are identified for mandatory attention”.

Consider the control of risks related to hazardous substances; demolition work; waste management; selection and use of materials; noise, air, land and water POLLUTION; flora/fauna/heritage items; vibrations; dangerous goods; removal of soil; erosion and sedimentation; and general use of the site.

The EMP must address the following risks:

* »
* »

This list is not exhaustive and must not be relied upon. The Contractor must undertake its own identification and detailed analysis of all environmental risks involved with work under the Contract.

End of Option 2

#### Incident reports

Ensure compliance with the notification and other requirements of the *Protection of the Environment Operations Act 1997* (NSW) *(POEO Act).*

Immediately notify the Principal of any pollution incident that may cause material harm to the environment, providing evidence that notification requirements of the POEO Act have been met, where applicable.

Report immediately the details of any waste removed from the Site and not disposed of at a lawful facility.

When requested, provide an incident investigation report, including identification of the cause of the incident and corrective actions taken, in the form directed.

include the following paragraph where council has additional Environmental management conditions, otherwise delete.

Paragraph

#### Other Environmental Management requirements

Refer to Preliminaries - **Schedule of Special Contract Conditions** for additional Environmental Management requirements.

end of Paragraph

End of clause - Environmental management

### Ecologically sustainable development

#### Requirement

Apply strategies to maximise the achievement of ecologically sustainable development in the design, construction and operation of the Works, including reducing pollutants, greenhouse gas emissions and demand on non-renewable resources such as energy sources and water.

Delete ESD Option 1 if the contract involves little or no opportunity for enhancing building environmental performance.

ESD Option 1

Incorporate applicable strategies and objectives in the Environmental Management Plan.

End of ESD Option 1

#### Restricted timbers

Do not use the following timbers or their products for work under the Contract:

* rainforest timbers, unless certification is provided that they are plantation grown;
* timber from Australian high conservation forests.

End of clause - Ecologically sustainable development

### Waste management

#### Requirement

Implement waste minimisation and management measures, including:

* recycling and diverting from landfill surplus soil, rock, and other excavated or demolition materials, wherever practical;
* separately collecting and streaming quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics, and offering them for recycling where practical.

Ensure that no waste from the Site is conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.

#### Monitoring

Monitor and record the volumes of waste and the methods and locations of disposal.

Submit a progress report no later than the fifth (5th) *Business Day* of every second month and a summary report before *Completion* of the Works, addressing the checklist factors/ questions in tables 1 to 5 in Section 3 *Management of waste on construction and demolition projects* of the EPA ‘*Construction and demolition waste’* toolkit available at:

<https://www.epa.nsw.gov.au/your-environment/waste/industrial-waste/construction-demolition>

Note that the provision of the waste management summary report is a condition of achieving *Completion.*

### Pest control

Do not use any chemical pesticides or termicides for new construction work. Use preventive treatment by physical means to minimise the risk of pest infestations.

Chemical treatments may be used in existing buildings only as a last resort for the eradication of pest and termite infestations. Chemical pesticides used for this purpose must be registered by the Australian Pesticides and Veterinary Medicines Authority and applied by a Pest Control Operator licensed by SafeWork NSW or the NSW Environment Protection Authority.

Pest preventive methods must comply with AS 3660.1-2014 *Termite management – New building work* (except for references to chemical soil barriers), as well as supplementary standards for existing buildings.

## Materials and workmanship

### Standards

Where the Contract requires compliance with a standard or code, unless otherwise specified that standard or code shall be the one current at the closing date for tenders, except for the National Construction Code, which shall be the one current at *Completion*.

Where the Contract refers to an Australian Standard it does not preclude the adoption of a relevant international standard.

### Work Method

If the Contract prescribes a particular work method or the Principal directs that a particular work method must be used to the exclusion of other work methods, then using that work method is a requirement of the Contract.

Otherwise, the Contractor is free to use any work method and is responsible for its suitability.

### Cleaning up

Make good the Site and surroundings and ensure:

* all visible external and internal surfaces, including fittings, fixtures and equipment, are free of marks, dirt, dust, vermin;
* unwanted materials, temporary works and debris are removed; and
* unless otherwise agreed, the Contractor’s plant, equipment and temporary construction facilities are removed,

prior to Completion.

### Samples

Delete this clause and the above heading unless samples are required under other sections of the RFT documents

where this clause is included, Note that Natspec provides for samples to be listed in (technical) sections.

Match any approved samples throughout the Works. Do not commence work that requires approval of samples until the samples have been approved. Keep approved samples in good condition on the Site until *Completion*.

Delete the following paragraph when:

* schedules to Preliminaries - Schedule of Samples for Approval is deleted; or
* samples are included in other sections of the specification.

Note: If this paragraph is deleted also delete schedules to Preliminaries - Schedule of Samples for Approval.

paragraph

Samples required for approval are listed in Schedules to Preliminaries - **Schedule of Samples for Approval**.

End of Paragraph

End of clause - samples

### Testing

#### Independent Testing Authority

Ensure that any testing required to be by an independent authority is carried out by an authority registered with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.

### Proprietary items

This clause does not modify government policy restricting use of proprietary items in technical specifications.

rather than identifying a proprietary item, it is preferable to specify the technical, performance and quality characteristics of the required item.

include OPTION 1 WHERE Mandatory proprietary items are required.

List the proprietary items which are mandatory and in respect of which alternatives will not be acceptable (e.g. if there is a requirement to match or interface with existing equipment or installations).

Consider relevant government policies.

ensure that a record is made with reasons for requiring the mandatory proprietary item. Where appropriate, include the reason (e.g. to match or interface with existing equipment or installations) in the table for option 1.

If there are no mandatory proprietary items, delete option 1.

**OPTION 1**

#### Mandatory proprietary items

The following items are mandatory proprietary items and alternatives may not be offered for these items (without limiting any right of the Principal):

|  |  |
| --- | --- |
| **Item** | **Description & Specification Reference** |

|  |  |
| --- | --- |
| » | » |
| » | » |
| » | » |
| » | » |

#### Other proprietary items

Unless a proprietary item is identified as a mandatory proprietary item the requirements as detailed below shall apply.

end of OPTION 1

Identification by the Principal of a proprietary item does not necessarily imply exclusive preference for that item, but indicates the required properties of the item.

An alternative may be offered to any proprietary item. Apply in writing for approval to use the alternative. Provide details, including sufficient technical information, to describe how, if at all, the alternative differs from the proprietary item and how it would affect other parts of the Works, including performance and operation.

Except to the extent that the approval, if any, of the Principal includes a contrary provision, the approval is deemed to include the conditions that:

* use of the alternative must not directly or indirectly result in any increase in the cost to the Principal of the Works;
* the Contractor must indemnify the Principal against any increase in costs;
* use of the alternative must not directly or indirectly cause any delay to the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.

End of clause - Proprietary items

### Guarantees

Obtain, and ensure that the Principal will have the benefit of, all warranties or guarantees specified in the Contract or offered by suppliers, including warranties or guarantees that are offered to, or obtained by, subcontractors of the Contractor.

End of clause - guarantees

### Items supplied by the Principal

delete this clause and above heading unless the client or Principal is to supply items to be incorporated into the works.

Note: If this clause is deleted also delete schedule to Preliminaries - Schedule of Principal Supplied Items.

where this clause is included, List the items to be supplied and the relevant dates for delivery and storage in schedules to Preliminaries - Schedule of Principal Supplied Items or, if list is short, in this clause, and amend the clause wording accordingly.

note that a disproportionate no. of *claims* have arisen due to principals failing to deliver principal supplied items and principal arranged certificates/ approvals by specified times.

#### Generally

The items in the Schedules to Preliminaries - **Schedule of Principal Supplied Items** will be supplied free to the Contractor for incorporation into the Works.

Take delivery, unload and inspect the items for *Defects*. Notify the Principal if the items are defective or unsuitable for the proposed use. Provide storage suitable to maintain the condition of the items until incorporated into the Works. Record the storage location on the delivery documents and submit copies of the delivery documents to the Principal. Notify the Principal if items are not delivered 5 *Business Days* before they are due to be incorporated into the Works or if items are lost from storage. Return unused items to the Principal.

#### Responsibility

If, in the opinion of the Principal, any damage to items supplied was due to *Defects* existing at the time of receipt, but not discoverable upon reasonable inspection, the Contractor shall not be held responsible for such damage.

Refer also to General Conditions of Contract clause 12 – **Delay to Completion** with respect to the Contractor’s obligation to minimize any delay.

End of clause - Items supplied by the Principal.

### Plant and equipment details

Delete this clause and the above heading unless plant and equipment of a unique nature is to be supplied under the contract.

#### Requirement

Submit the following details of Plant and Equipment listed prior to ordering:

Describe the details sought.

* »

End of clause - Plant and Equipment Details.

## Schedules to Preliminaries

### Schedule of Special Contract Conditions

**include any additional specific council conditions applying to the contract in this schedule. note that the Special Contract Conditions included in the conditions of tendering do not apply to the contract.**

**Included are some examples. amend/ delete as required.**

#### Council Policies

This Contract is subject to the following Council Policies:

* Model Code of Conduct for Local Councils in NSW (Department of Local Government);
* Procurement Policy;
* Work Health Safety (WHS) Management Statement;
* Statement of Business Ethics.

For clarity, if there is an inconsistency between the requirements of the above policy documents and the Contract, the Contract shall take precedence to the extent of any inconsistency. Where the Contractor becomes aware of such an inconsistency it should notify the Principal immediately.

Copies of these policies and procedures can be found at Council’s website:

Include Council’s website address

»

#### Responsibilities of the Contractor

As a public authority, Council owes obligations to the general public and its ratepayers. Deal with the community in a helpful and positive manner so as to avoid and minimise inconvenience and community complaints and cooperate with Council in managing and resolving any complaints.

In addition to the responsibilities outlined elsewhere in the Contract Documents, take responsibility for:

* advising the Principal immediately of any complaints received relating to the provision of the Works under the Contract;
* advising the Principal immediately of any matters that may require attention, are unsafe or place Council in a position that may lead to potential liability;
* responding to reasonable requests from the Principal. These requests may require the Contractor to deal directly with residents/members of public in order to ensure their concerns are addressed; and
* briefing Council’s legal representative where requested;

#### <insert heading for condition>

»

#### <insert heading for condition>

»

End of schedule - Schedule of Special Contract Conditions

### Schedule of Samples for Approval

Delete this schedule and the above heading when the last paragraph of Preliminaries clause - Samples has been deleted.

#### Requirement

Samples are required for the following items:

Include a list of items for which samples are required.

Alternatively, indicate items for which samples are required in the (technical) sections of the specification.

Note: Natspec provides for items to be listed in (technical) sections.

* »
* »
* »

End of schedule - Schedule of Samples for Approval.

### Schedule of of Principal Supplied Items

Delete this schedule and the above heading when Preliminaries clause - Items Supplied by the Principal has been deleted.

#### Supply by Principal

The following items will be supplied by the Principal:

Include a list of relevant items, delivery dates and storage details.

Include the estimated value in determining the required value of works insurance.

* »
* »

End of schedule - Schedule of Principal Supplied Items.

### Schedule of Personal Property Securities

Refer to Preliminaries Clause – **Passing of Property and Risk**

The Personal Property Securities Act (Cth), (PPSA) regulates personal property security interests. Personal property is all property other than land, fixtures (materials plant, equipment and other goods incorporated into the Works) and rights (e.g. water rights). The PPSA allows the Principal to register and protect its interests over affected personal property. It has application to unfixed materials that have an encumbrance (mortgage, charge, lien, title retention, trust, power or other security interest) and in termination.

1. In these clauses:

|  |  |
| --- | --- |
| **PPS Act** | means The *Personal Property Securities Act 2009* (Cth). |
| **PPS Law** | The PPS law comprises:   * + - 1. the Personal Property Securities Act 2009 (Cth) (PPS Act);       2. any regulations made at any time under the PPS Act; and       3. any relevant amendment made to other legislation as a consequence of the PPS Act and regulations made under the PPS Act. | |
| **Security Interest** | means a security interest for the purposes of the PPS Law. | |

1. The Contractor acknowledges and agrees that if this Contract and the transactions contemplated by it, operate as, or give rise to, a Security Interest, the Contractor must do anything (including amending this Contract or any other document, executing any new terms and conditions or any other document, obtaining consents, getting documents completed and signed and supplying information) that the Principal considers necessary under or as a result of the *PPS Law* for the purposes of:
   * 1. ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under *PPS Law*;
     2. enabling the Principal to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement; or
     3. enabling the Principal to exercise rights in connection with the Security Interest and this Contract.
2. The Contractor acknowledges that the Principal may register one or more financing statement(s) on the Personal Property Securities Register established under s147 the PPS Act.
3. The Contractor:
   * + 1. waives its rights under sections 95, 118, 121(4), 125, 130, 132, 135, 142 and 143 of the PPS Act;
       2. agrees that the application of Part 4.3 (other than sections 123, 124, 126, 128, 129(1), 133, 134(1) and 136) of the PPS Act is contracted out of if that Part would otherwise have applied by virtue of section 116(2) of the PPS Act; and
       3. waives its right to receive notice of a verification statement under section 157 of the PPS Act.

### Schedule for Environmental Management Plan

Delete this schedule and the above headings unless option 2 of Preliminaries Clause – environmental management is used.

where this schedule is included, amend and/ or add to the following environmental management plan so that it identifies the significant known environmental risks and opportunities involved in carrying out the works, and the actions required to manage them. consider, for example:

* specific undertakings arising from the environmental impact assessment;
* consent conditions;
* pollution control approvals and any conditions attached to the approvals; and
* statutory obligations.

Refer to Preliminaries Clause – **Environmental Management** if the Contractor elects to adopt this Plan as a template for the site-specific Environmental Management Plan (EMP). Complete the EMP by inserting contract-related requirements as appropriate, or ‘NA’ where a particular item is not applicable.

| **Contract Name:** | **Contract Name** | **Contract No.: Contract No.** | | |
| --- | --- | --- | --- | --- |
| **ENVIRONMENTAL OBJECTIVES** | **ACTION TO BE TAKEN** | **WHEN ACTION WILL BE TAKEN** | **PERSON RESPONSIBLE** | **ACTION COMPLETED** |
| **1. CONSERVATION OF PLANTS & WILDLIFE** | | | | |
| 1.1 Protect flora and fauna | Protect existing trees and plants at and around the Site from damage unless approved by the Principal |  |  |  |
| Do not remove trees and plants without approval from the Principal |  |  |  |
| Control weeds on the Site |  |  |  |
| Protect birds, fish and animals at and around the Site from harm |  |  |  |
| Do not remove birds, fish and animals from the Site without the written agreement of the Principal |  |  |  |
| Do not bring birds, fish, animals and plants onto the Site without written agreement from the Principal |  |  |  |
| Minimise the use of pesticides and herbicides for minimal impact on the environment |  |  |  |
|  |  |  |  |
| 1.2 Control movement of pedestrians, materials, vehicles and plant to minimise damage to the environment | Use only designated routes for access to the Site |  |  |  |
| Use designated site roads and access routes for all movements on and adjacent to the Site |  |  |  |
| Locate compounds, and park all vehicles and plant, in designated areas on the Site |  |  |  |
|  |  |  |  |
| **2. CONSERVATION OF RESOURCES** | | | | |
| 2.1 Design for energy efficiency  2.2 Select materials to minimise:   * resource use and waste * ozone depleting effects * detrimental effects on air, water, and land quality   2.3 Conserve heritage items and other physical attributes of the Site | Adopt energy efficiency, environmental enhancement and waste minimisation as design criteria |  |  |  |
| Use low energy usage construction, fittings and appliances (including heating/cooling and lighting) |  |  |  |
| Incorporate conservation of resources obligations into subcontracts |  |  |  |
| Reuse all topsoil on the Site and minimise the use of imported topsoil |  |  |  |
| Mulch and chip cleared vegetation as appropriate |  |  |  |
| Maximise use of materials that are recyclable or from a sustainable source |  |  |  |
| Use timber from sustainable managed sources only |  |  |  |
| Implement a strategy to reduce the quantity of waste, including minimising and recycling packaging |  |  |  |
| Use low water demand fittings & appliances (dual flush toilets, water conserving shower roses & taps) |  |  |  |
| Minimise the use of solvents, glues, paints and other materials which release odours or vapour |  |  |  |
| Comply with statutory requirements for conservation of heritage items |  |  |  |
| Manage the conservation of physical attributes of the Site, including (LIST THE ATTRIBUTES): |  |  |  |
|  |  |  |  |
| **3. POLLUTION CONTROL** | | | | |
| 3.1 Control discharges and emissions from vehicles and plant to minimise damage to the environment | Do not use vehicles, plant or equipment that produce excessive emissions |  |  |  |
| Monitor emissions from vehicles and plant |  |  |  |
| Do not bring vehicles or plant and equipment with hydraulic fluid, fuel or oil leaks to the Site |  |  |  |
| Wash down vehicles, plant and equipment only in controlled areas acceptable to the Principal |  |  |  |
| Prevent and clean up any spills from transport vehicles |  |  |  |
|  |  |  |  |
| 3.2 Prevent pollution of stormwater and adverse effects on land and vegetation by control of cleaning activities and discharges | Use only water based, non-toxic paints and use only water to clear point brushes and rollers |  |  |  |
| Control all run-off from cleaning activities |  |  |  |
| Discharge only non-toxic cleaning products generally |  |  |  |
|  |  |  |  |
| 3.3 Control soil erosion | Identify the existing drainage paths on the Site and protect them against siltation |  |  |  |
| Protect vulnerable and exposed surfaces and stockpiles against scouring |  |  |  |
| Install the following sediment control devices before starting construction (LIST THE DEVICES): |  |  |  |
| Monitor and manage the effectiveness of sediment control devices |  |  |  |
| Remove sediment control devices when no longer required |  |  |  |
|  |  |  |  |
| 3.4 Prevent release of soil contamination to the environment | Establish, before starting work on the Site, in consultation with the Principal, if contaminated soil is present at the Site |  |  |  |
| If contaminated soil is present, manage the work to prevent release to the environment |  |  |  |
|  |  |  |  |
| 3.5 Manage refrigerants and other dangerous goods to meet statutory requirements | Ensure the procedures used for the charging and disposal of refrigerants and use of dangerous goods meet statutory obligations |  |  |  |
| Use appropriately trained employees |  |  |  |
| Obtain the licences required |  |  |  |
| Document dangerous goods identification, disposal and management, and retain the documentation |  |  |  |
|  |  |  |  |
| 3.6 Minimise noise and vibration impacts on neighbours, occupants and users of any facility | Comply with noise limits and conditions prescribed by the EPA, Office of Environment and Heritage and Council (as applicable) |  |  |  |
| Use equipment in good repair and condition |  |  |  |
| Use noise suppression equipment (e.g. silencers on compressors) and acoustic barriers as required |  |  |  |
| Do not expose workers, neighbours or visitors to excessive noise, and cooperate and coordinate with operators of any neighbouring facility |  |  |  |
| Do not expose people or property to excessive vibrations |  |  |  |
|  |  |  |  |
| 3.7 Comply with Trade Waste Licence conditions applicable to the facility | Implement procedures to avoid breaches of the Trade Waste Licence conditions (may apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges, water treated with chemicals or where large sediment loads exist) |  |  |  |
|  |  |  |  |
| 3.8 Minimise air pollution from dust and emissions | Minimise areas of exposed earth and stockpiles |  |  |  |
| Cover and secure materials in open transport |  |  |  |
| Use water sprays and/or other means to control dust |  |  |  |
| Keep emissions within statutory or other required limits |  |  |  |
| Minimise fire risks, and prevent and control fires |  |  |  |
|  |  |  |  |
| 3.9 Dispose of waste in accordance with statutory requirements | Implement appropriate disposal procedures for all waste items, including using lawful places for disposal, recording and reporting on the method and location of disposal and any non-conformances |  |  |  |
| **EITHER**  Provide valid disposal certificates for each applicable item  **OR**  Provide company certification of appropriate disposal of the following (LIST THE ITEMS): |  |  |  |
| 1. Packaging materials 2. Replaced or redundant materials 3. Chemicals 4. Oils and greases from machinery, cooking and other processes 5. Paints and solvents, including those used to clean equipment, tools and brushes 6. Cleaning materials and rags 7. Materials unsuitable for re-use, including hazardous materials such as asbestos |  |  |  |
|  |  |  |  |
| 3.10 Minimise damage to the environment from emergencies | Document emergency procedures to manage all reasonably foreseeable harm, including spills and other environmental emergencies |  |  |  |
| Ensure emergency procedures are followed |  |  |  |
| Obtain the agreement of the Principal to procedures for handling oil, chemicals and other dangerous goods before placing them on the Site, including secure storage arrangements |  |  |  |
| Reinstate and clean damaged areas and features, including work areas |  |  |  |
| Reinstate damaged eco-systems and features to their previous condition |  |  |  |
| Identify key contacts: (LIST NAMES and ROLES) |  |  |  |
|  |  |  |  |
| 3.11 Comply with environmental requirements and rectify breaches | Inspect the Site daily to ensure appropriate environmental controls are in place and operating effectively, and that all environmental management requirements are being met |  |  |  |
| Cooperate with environmental audits by others |  |  |  |
| Rectify any environmental breaches identified within the time specified in an audit or by the Principal |  |  |  |
|  |  |  |  |
| **4. RECORDS AND REPORTING** | | | | |
| 4.1 Provide sufficient documentation to demonstrate appropriate environmental management, including: | Prepare, submit and update the Environmental Management Plan |  |  |  |
| Maintain and submit records of environmental training |  |  |  |
| Report on implementation of the Environmental Management Plan |  |  |  |
| Submit applicable waste disposal certificates and/or company certification of appropriate disposal |  |  |  |
| Submit to the Principal copies of correspondence with regulators, including incident reports and notification of non-compliances or fines |  |  |  |
| Submit documentation evidencing that the causes of non-compliances have been corrected |  |  |  |
| Keep records for inspection securely filed using an effective document retrieval system |  |  |  |
|  |  |  |  |
| 4.2 Report environmental incidents | Immediately report all environmental incidents to the Principal |  |  |  |
| Immediately report environmental incidents as otherwise required |  |  |  |
|  |  |  |  |

**END OF SECTION – PRELIMINARIES**