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| **User Guidance**This document (MW21 Preliminaries) is part of the MW21 standard form. To locate all documents referenced throughout this text, refer to buy.nsw website at [https://buy.nsw.gov.au/categories/construction](https://buy.nsw.gov.au/categories/construction%20) Note the User Guidance is based on Microsoft 365 Word.1. **General**

All clauses and text are mandatory unless indicated in the Guide Notes or as otherwise required by your Agency’s procurement policy. Some clauses require options to be selected and others may not be applicable in specific circumstances. Read and follow all Guide Notes carefully.Avoid changing any of the standard text. It reflects the NSW Procurement recommended contract risk allocation for collaborative contracting. Any change may introduce unexpected risks and/or compromise the integrity of the contract.If additional clauses or paragraphs are required to suit project-specific needs, carefully consider the associated risks. Include text to resolve any ambiguities and inconsistencies in the documents.1. **Guide notes**

This standard form contains drafting guidance in hidden text, i.e.:**GUIDE NOTES,** Guide Note examples1. **Viewing the guide notes**

If the guide notes are not visible, click on the Home/ **Show/Hide** button Paragraph Show / Hide button in WordIf 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.**(new)** 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 Title and Contract No. in:* the footer for each page; and
* Schedule 3 (Environmental Management Plan)
1. **When drafting is completed**

Remove all ‘hidden text’ guide notes manually or by the following steps:**•** On the Home/ **Editing** menu click **Replace**, then**•** 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.Check that the option ‘**Print hidden text’** has **not** been checked in File/ Options/ Display. |

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| 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 29 PAGES IN THIS SECTION’* above the first clause 1’;
* Select ‘Update Field’.
1. Finally, delete this User guidance, along with the following Page Break.

**Always** check that the final document (printed or saved as a pdf) is complete. |

2 Preliminaries

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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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2 Preliminaries

Refer to the User Guidance, 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 33 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.

### Electronic Communications

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 or Specialists.

for reference, REGISTration and the declaration 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.

refer to the further guidance and options provided for this clause in the GC21 Preliminaries where utilisation of registered designers etc is required or desired.

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.

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.

For more information on obligations under the DBP Act refer to:

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

Use only accredited practitioners (fire safety) for functions related to fire systems as specified in the Environmental Planning and Assessment Regulation 2000 (NSW).

The use of such persons will 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 tradesperson to carry out the Works. The use of such persons will not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

### Certification of Compliance with Building and Fire Regulations

This cLause only applies to building projects and in particular where the building is to be occupied. It has been included to improve compliance in building work.

DELETE THIS CLAUSE AND THE ABOVE HEADING IF the contract works do not require independent certification.

Certifiers have statutory obligations and functions under the Building and Development Certifiers Act 2018, the Environmental Planning and Assessment (EP&A) Act 1979 and other legislation.

**refer to the detailed guidance provided for this clause in the GC21 Preliminaries for further information, additional clause wording and more stringent certification requirements.**

Appoint a Principal Certifier and advise the Principal of his/ her name and qualifications prior to the commencement of construction.

The Principal Certifier must be registered under the *Building and Development Certifiers Act 2018* *(*NSW*)* 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.

Provide certificates obtained from the Principal Certifier 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 the Works fully comply with all applicable building and fire regulation *Statutory Requirements.*

### Long Service Levy

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

Use option 1 where the CONTRACTOR is required to pay the levy.

Use option 2 where the CONTRACTOR is not required to pay the levy because:

* the value of the contract work is estimated at less than $250,000 (inclusive of GST) (*value increased as of 1 january 2023);*
* payment of the levy is not required. (refer to *‘Who pays the levy’* in the website referenced below);or
* the principal will pay the levy.

option 1

Before starting the Works:

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.

Information about the Levy and payment methods is available from the Corporation’s website at: [*http://www.longservice.nsw.gov.au/bci/levy*](http://www.longservice.nsw.gov.au/bci/levy)

end of option 1

option 2

The contractor is not required to pay the Long Service Levy:

end of option 2

### Procurement Policy Framework, Supplier Code of Conduct and Industrial Relations Guidelines

The NSW Government Procurement Policy Framework (Procurement Framework) provides a consolidated view of government procurement objectives and requirements as they apply to each step of the procurement process.

The NSW Government Supplier Code of Conduct (the ‘Code’) outlines the ethical standards and behaviours expected from the Principal and the Contractor.

The New South Wales Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) aims to implement the NSW Government’s commitment to greater flexibility and productivity within the State’s building and construction industry.

Comply with the Procurement Framework, the Code and the NSW Guidelines. Schedule to Preliminaries – **Compliance with Procurement Policy Framework, Supplier Code of Conduct and Building and Construction Guidelines** applies to the Contract.

Collusive **Arrangements**

Section 45 of the *Competition and Consumer Act* prohibits anti-competitive conduct.

The Contractor warrants that it has not engaged in any collusive or anti-competitive arrangement or understanding in connection with its tender for, or entry into, the Contract.

### Contractor Performance Reporting

The Contractor’s performance may be monitored and assessed in accordance with *Performance management* in the construction section on the buy.nsw website at <https://buy.nsw.gov.au/categories/construction>. Note, an alternative simplified proforma may be used.

### 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 NSW 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 NSW Government agency or local government authority as privileged under the *Defamation Act 2005*. 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.

## Documents

### Contractor’s Documents

delete this clause and the above heading unless the contract requires the contractor to carry out design or documentation.

describe the documents to be provided by the contractor. Ensure the documents listed reflect the extent of design by the Contractor outlined in the General Conditions of Contract, Contract Information item 7.

For example, for a building project where the Principal has only provided developed sketch plans and the Contractor is required to provide all the construction documents, the following may be appropriate:

‘The Contractor’s documents must include, without limitation, all construction documentation required to carry out the Works. Preparation of construction documentation includes, but is not limited to: verification of the developed sketch plans; coordination of structural elements; building services and building fabric; and preparation of a technical specification.’

A typical list of contractor’s documents may include: Cover sheet; site plan; site works; Floor plans; elevations and cross-sections; reflected ceiling plans; roof plans; construction details; room and furniture layouts; door and window schedules; finishes and colour schedules; hardware schedules; structural and civil engineering drawings; electrical services drawings; hydraulic services drawings; landscaping drawings and technical specification (in Natspec format).

Further guidance & Typical lists are available in the Gc21 Ed 2 Preliminaries ‘Inclusions in Contractor’s documents’

The Contractor’s documents must include, without limitation:

»

### Contract Program

it is recommending that this clause be included as it is very useful to have a program in order to monitor progress, analyse delays, and manage extensions of time. A program provides the best mechanism to manage time-related issues.

HOWEVER, where it is not considered necessary or beneficial for the contractor to prepare and update a program THIS CLAUSE AND THE ABOVE HEADING may be deleted.

Not less than 5 Business Days before starting the Works, provide a detailed Contract Program (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.

#### 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

### Work as Executed Drawings

Delete this clause and the above heading unless the contract requires work as executed drawings to record the completed works, E.G. the location of underground utilities and services.

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

During construction of the Works, progressively prepare work as executed drawings. Ensure the content, accuracy and level of detail of work as executed drawings are equivalent to those in the drawings used for construction.

Submit work as executed drawings for covered services within 10 Business Days of being covered. Submit work as executed drawings showing other work which has been completed within 20 Business Days after completion of that work. Endorse each drawing certifying accuracy and correctness.

Not less than 5 Business Days before Completion is expected to be reached, submit all work as executed drawings in PDF or acceptable CAD electronic format. Ensure that any CAD files submitted will correctly display and print in Microstation. Where required by the Principal, also submit 1 hard copy of all work as executed drawings, on standard sized sheets,

Endorse each drawing to certify its accuracy and completeness. Submit revised work as executed drawings within 5 Business Days after receiving any comments from the Principal.

As a condition of achieving Completion, work as executed drawings, complying with the specification, must be submitted.

### Operation and Maintenance Manuals

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

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. In addition to this Clause - **Operation and Maintenance Manuals,** comply with 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.

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.

Format – Electronic Copy

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

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 5 Business Days before Completion of the Works is 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.

### NATSPEC Subscription

If any of the Contractor’s documents are based on NATSPEC then, on request, give the Principal proof of the Contractor’s current NATSPEC subscription.

### Asset Data Capture

**Delete this clause, the above heading And 8.4 Schedule 4 - SS010 Asset Data Capture Register (Sample) And the above heading if not required by the Principal.**

**the department of education**, **some councils and Local Health DISTRICTS HAVE Asset Data Capture requirements.**

**modify the WORDING of the clause where** **Asset Data Capture is not for a school.**

Description

Refer to Schedule to Preliminaries – **SS010 Asset Data Capture Register** (**Sample)** for a sample register comprising two data entry spreadsheets, one for ‘Plant and Equipment’ and the other for ‘Building Elements’. The sample register lists the types of building elements and plant and equipment asset items for which data needs to be captured.

After the Date of Contract and when requested, the Principal will provide an electronic version of this register in MS Excel format for completion by the Contractor.

Enter the required information into the register for all building elements and plant and equipment asset items installed as part of the contract in accordance with the ‘*instructions for completing the asset data return’* attached to the electronic version of the register. Complete a separate set of two data entry spreadsheets for each building where work is carried out.

Access

Access during school hours must be arranged with the School Principal. Note, access during school holidays and examination periods may not be available.

Deliverables

Four weeks prior to Completion provide the following to the Principal:

* a summary for each school stating the ID and description of each building for which the register has been completed.
* an electronic copy of the completed Asset Data Capture Register for each school in the format provided.
* Hard copies of all data entry spreadsheets, each certified by an authorised representative of the Contractor that the data is accurate and complete.

Data capture will be deemed to be complete upon receipt of the above completed deliverables.

## 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 minimizes 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 under clause 13 of the General Conditions of Contract 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 - **Personal Property Securities** which applies to the Contract.

### Application of Schedule of Rates

Delete this clause and the above heading unless the contract includes a *schedule of rates*.

Note: if this clause is deleted also delete

* Tender Form Option 2; and
* Tender Schedules - Schedule of rates

This clause is used to define, for each high-risk rate item, (including any item that may be DIFFICULT to clearly define, quantify or assess):

* 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.

It is also important that the method of measuring quantities for payment is clearly stated, either for all items or for each item. consult the proposed authorised person and estimator/ designer. refer to relevant technical clauses or refer to relevant method of measurement used to determine the quantities.

for example:

* Measurement will be in accordance with the Australian Standard method of measurement of building works, Edition 6;
* Measurement will be in accordance with the AS 1181-Method of Measurement of Civil Engineering Works and Associated Building Works;

**note that the above methods of measurement require compliance with the relevant standards and are usually only applicable where a quantity surveyor is used. if specified, check that the method is appropriate for all the relevant items.**

* Measurement will be as stated below for the relevant Schedule of Rates item;
* Measurement will be as stated in Technical Specification Clause »;

**(the above measurement method is the most commonly used)**

and/ or

* The length for payment for each pier will be measured from the design level of the top of the pier to the minimum level required to meet the specified bearing. Payment will not be made for drilling below this level.

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 Rates.** Items are referenced by their Item No.

Item 1 will be paid progressively in proportion to the value of work completed.

specify details of other schedule of rates items.

Include details of the basis of payment for each item 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 pipework 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 high-risk SoR item be shown under the headings used in the above examples.**

Item 2. »

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

### 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 3).

This clause is used to define, for each high-risk rate item, (including any item that may be DIFFICULT to clearly define, quantify or assess):

* 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 in accordance with this clause

Refer to the general guidance and examples above for the Application of Schedule of Rates for measurement options.

Include details of the basis of payment for each tendered Rate item, 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 (GCC) 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 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 plus the reasonable cost of consultants thus satisfies any entitlement under clause 7.3(a) of the GCC.

**it is recommended that details for each HIGH-RISK rate item be shown under the headings used in the above examples.**

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

Item 3. »

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

### Application of Provisional Rates

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

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 (GCC) 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**: »

### Provisional Sums

Delete this clause and the above heading unless the Contract includes a Schedule of provisional Sums.

comprehensively specify the scope of each PROVISIONAL SUM item to differentiate it from other work under the contract. include a clause reference to the specification in the DESCRIPTION.

Refer to Tender Schedules - **Schedule of Provisional Sums** andGeneral Conditions of Contract Clause – **Payment and Retention**. Where the Principal intends to carry out work that is the subject of a Provisional Sum, cooperate with the Principal, where requested, in obtaining independent quotes to carry out the relevant work.

The scope of the Provisional Sum work is:

Item A. »

Item B. »

### Preferred Subcontractors

Delete this clause and the above heading unless Preferred Subcontractors are required to be used.

Note: use this clause where floor coverings or other ‘in contract’ supplies are to be obtained from nsw gOVERNMENT CONTRACTS (standing offer agreements).

note: if this clause is deleted also delete conditions of tendering clause – preferred subcontractors.

The Contract includes work which is to be subcontracted to preferred subcontractors (including suppliers) as listed below:

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

where POSSIBLE, always list more than one preferred SUBCONTRACTOR. There are increased risks for the Principal if only one preferred subcontractor is listed and it performs poorly.

where only one preferred subcontractor is listed, check to ensure the ORGANISATION is willing to be listed AND ENTER INTO A contract with any of the tenderers.

Ensure that preferred subcontractors are clearly identified for each subcontract work/ category.

Modify the table by inserting rows as required.

|  |  |
| --- | --- |
| **Preferred Subcontract Work** | **Preferred Subcontractors** |
| » | »» |
| » | »» |

## Administration

### Quality Management

#### Requirement

Comply with the current NSW Government Quality Management Guidelines for Construction (Quality management guidelines - construction procurement) (QM Guidelines). The QM Guidelines are available in the Quality Management section on the buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>.

#### Inspection and Test Plans

Itps, HOLD AND WITNESS POINTS are used primarily to ensure the work meets the specified requirements as it is carried out.

it is recommended that significant itp activities be listed for contractor action, e.g. reinforced concrete, piling, pipework, waterproofing, electrical, etc.

A guideline for the preparation and use of ITPs is available at the above website.

refer to ‘conformance records’ for documentation submissions and records management.

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 5 Business 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 the applicable construction work before supplying these documents.

Give at least 24 hours’ notice before reaching a Hold or Witness point. Do not proceed beyond a Hold point without authorisation from the Principal. The Principal, at its discretion, may inspect the work at a Witness point, but the work may proceed without authorisation. Endorsement by the Principal at a Hold or Witness point does not relieve the Contractor of its obligations under the Contract.

#### The Principal, at its discretion, may undertake surveillance (monitoring) of all work under the Contract.

#### 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.

End of sub-clause

#### Conformance records

Submit copies of conformance records as specified, including:

refer to the following list and the specification and Insert RELEVANT CONFORMANCE RECORDS and THE time when records are required INto THE TABLE BELOW.

* Approvals of Regulatory Authorities.
* Contractor’s Certification of Quality Conformity and Performance.
* Quality and Test Records obtained from manufacturers and suppliers.
* Structural Compliance Certificates.
* Commissioning procedures.
* Asset Data Capture Register.

Modify the table by inserting rows as required.

|  |  |
| --- | --- |
| **Conformance records** | **Time when records are required** |
| Management reports including WHS and Environmental management reports. | No later than the fifth (5th) Business Day of each month, or as otherwise specified. |
| Waste management progress reports  | 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 5 Business Days before Completion of the Works is reached. |
| » | » |

#### Failure to Comply

If the Contractor has not carried out its obligations under this Clause – **Quality Management**, the Principal may implement such inspections and tests as the Principal determines and the cost incurred by the Principal will be a debt due from the Contractor. Alternatively, the Principal may make deductions from payments due to the Contractor for work not carried out.

### Subcontract Requirements

delete this clause and the above heading unless the estimated contract price is $50,000 or more.

#### 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,

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

Trust for Cash Security and Retention Moneys

Each subcontract will 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 will be held in trust until they are paid to the party entitled to receive them and the security holder will maintain proper records to account for such moneys; and

any interest earned by the trust account will 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.

Payments

Each subcontract will 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 will 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.

Alternative Dispute Resolution

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

Documents to be provided to Subcontractors

Each subcontract will 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.

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.

### 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.

### Aboriginal Participation

DELETE THIS CLAUSE AND THE ABOVE HEADING where an aboriginal participation plan is not required for the contract.

refer to conditions of tendering - Aboriginal Participation for a summary of the policy.

* + - 1. Definitions

The following definitions apply to contract requirements dealing with Aboriginal participation

**Aboriginal Business** means a business that has at least 50 per cent Aboriginal or Torres Strait Islander ownership and that is recognised as such by Supply Nation, the NSW Indigenous Chamber of Commerce or a similar acceptable indigenous business verification organisation.

**Aboriginal Employee** means an employee of the Contractor or Subcontractor, who is a person of Aboriginal or Torres Strait Islander descent as verified by the Contractor in accordance with guidance provided under the Aboriginal Procurement Policy. Refer to the website below.

**Aboriginal Procurement Policy** means the NSW government’s “Aboriginal Procurement Policy” published at:

<https://buy.nsw.gov.au/policy-library/policies/aboriginal-procurement-policy.>

include option 1 where the agency wishes to PROMOTE ABORIGINAL PARTICIPATION IN THE CONTRACT. note the 1.5% Aboriginal participation requirement only applies to contracts valued at $7.5 million or above.

Option 1 below refers to engaging with Aboriginal businesses and Aboriginal australians. Option 1 does not apply if Option 2 of the conditions of tendering - Aboriginal Participation is to be used (i.e. the Contractor is an ABORIGINAL business).

option 1

Within 10 Business Days after the Date of Contract, provide an Aboriginal Participation Plan (APP) setting out how the Tenderer will increase its:

* + - purchasing from Aboriginal businesses; and
		- employment of Aboriginal Australians in the delivery of the Contract.

Note that purchasing from an Aboriginal business may include engagement of an Aboriginal business as a subcontractor and/or the use of Aboriginal businesses in the Tenderer’s supply chain.

The APP is to be developed from the plan provided by the Contractor with its tender and accepted by the Principal.

Comply with and implement the APP to meet the Aboriginal Participation Requirement.

Provide a report on implementation of the APP at 2-month intervals and at Completion.

end of option 1

### Protection of Children and Other Vulnerable People

consult with the client and occupiers of the facility.

Delete this clause and the above heading unless children or other vulnerable people are cared for on the Contract site, E.G. projects located on existing school sites.

note that activities that require a ‘working with children check clearance’ have been clarified in the Child Protection (Working with Children) Amendment (Statutory Review) Act 2018. they do not include construction related activities.

#### Code of Behaviour

Ensure that all persons working on the Site, including but not limited to the Contractor’s employees and managers, consultants, subcontractors and suppliers (Contractor Employees) understand and comply with the following requirements:

* obtain permission to enter a school or facility before commencing work and only enter approved areas. The Contractor’s representative or where a subcontractor is working without the supervision of the Contractor, the subcontractor’s representative must report their presence to the person in charge of the school or facility on arrival each day and record, in the Site Visit Log, the details of all Contractor’s or subcontractor’s employees working at that site that day.
* avoid talking with, touching or interacting with any children or residents or other users of the school or facility except where the work requires it or in an emergency or safety situation.
* use only approved toilets and other facilities unless the person in charge of the school or facility gives written authority for alternative arrangements.
* ensure that work areas are not able to be used or accessed by children, residents or other users of the school or facility while work is in progress. Erect clear signs and barricades (where appropriate) to prevent any inadvertent or unauthorised access.
* ensure that appropriate privacy is maintained when working on toilets and similar facilities. Verify that toilets and similar facilities are not occupied or in use by children, residents or other users before entering to perform work, and that work does not continue when use of the facilities is required. Where practicable male employees should perform work on male facilities and female employees on female facilities.
* wear clothing that is tidy and in good condition, including a shirt and shorts, trousers or a skirt at all times.
* report any concerns about children’s behaviour or child abuse to the person in charge of the school or facility.
* wear or carry an identity card at all times when on the Site.

Include the following paragraph where there is a high risk of persons working on the Site interacting with children or students. note the declaration must address 29 disqualifying offences. otherwise delete the paragraph.

Ensure that all persons working in areas considered high risk or as otherwise identified complete a written declaration that they have not been convicted and are not awaiting trial for a *Disqualifying Offence* as defined in Schedule 2 of the *Child Protection (Working with Children) Act 2012* (NSW)*.* Keep copies of the declarations with site induction records.

end of paragraph

### Contractor Representatives (authorised persons)

it is recommending that this clause be included as it is very useful for the PRINCIPAL’S authorised person and senior EXECUTIVE to be able to deal with named contractor representatives who are responsible for managing the contract for the contractor.

HOWEVER, where it is not considered appropriate or beneficial for the contract to require nominated contractor representatives THIS CLAUSE AND THE ABOVE HEADING may be deleted.

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

* act, in its dealing with the Principal’s appointed *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 Authorised Person.* 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 *Contractor’s Senior Executive* who will act with the Contractor’s authority in dealings with the Principal’s appointed *Senior Executive* under General Conditions of Contract Clause – **Disputes** and as otherwise required. For effective contract management, the *Contractor’s Authorised Person* and the *Contractor’s Senior Executive* are to be different persons.

### Dealing with Modern Slavery

DELETE THIS CLAUSE AND THE ABOVE HEADING where Conditions of Tendering clause 4.5 DEALING with Modern SLAVERY has been deleted.

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).

### Audit and Review

Make available on request, for the purposes of audit, review or surveillance, all records, including those of or relating to subcontractors, suppliers and consultants. 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.

## Site

### 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 works 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.

describe the order or sequence of the works. clearly detail the scope of each part or stage of the works.

»

### Site Access and Limitations

Delete this clause and the above heading unless access restrictions are required.

describe site access conditions including details of any restrictions to the movement or activities of the contractor, such as:

* safe access for occupants;
* easements;
* weight or height limits;
* covenants and restrictions arising from actions of adjoining owners;
* environmental PROTECTION; AND
* noise restrictions, etc.

Refer to any relevant drawings.

Duplicate any restrictions included in Conditions of tendering clause – site access restrictions if they apply to the contractor, rather than just the tenderer.

Identify and clearly state who is to provide and maintain access to the site, if access is not available from a public thoroughfare.

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

for example:

Access to the Site will be available through the existing »; or

The buildings and grounds will continue in full operation during the carrying out of the Works, including some use outside normal operating hours.

»

### Occupied Premises

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

#### Occupancy by the 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 to the Site and adjacent premises for the Principal and authorised persons notified to the Contractor by the Principal.

#### Specific Requirements

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

consult the client, building management and proposed principal’s Authorised Person to establish any 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; and
* 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 ».

»

### Working Hours and Working Days

Delete this clause and the above heading unless the contract includes site work. 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.

#### 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.

### Work Health and Safety Management

#### 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*.

NOTE oN 03 November 2020 The construction leadership group endorsed that for contracts of less than $3m in value, a Corporate WHS Management System is not required. a WHS MANAGEMENT PLAN IS usually sufficient.

ACCORDINGLY, the OPTION REQUIRING a corporate WHS Management System (Option 1) has been relocated as option 1 within this hidden text guidance for contracts where it is still NECESSARY.

Option 1

#### Work Health and Safety Management System

Maintain a corporate WHS Management System that complies with the *WHS management guidelines*.

#### Project WHS Management Plan

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

No later than 10 Business Days before construction work starts, submit the Project WHS Management Plan. Do not start construction work before a complying Project WHS Management Plan has been submitted.

insert WHS risks identified in the Project risk register.

The Project WHS Management Plan must address the following risks:

»

This list 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.

Include a program indicating the timetable and resources allocated for *Inspection, testing and servicing* and *Internal review* (*WHSMS Guidelines*, Checklists 7 and 11).

Nominate the resources allocated for *Incident management* (*WHSMS Guidelines*, Checklist 8)

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.

#### 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, detailing *Inspection, testing and servicing* activities, *Internal reviews* and *Incident management and corrective action*, and including the information listed below, as evidence of the implementation of the Project WHS Management Plan during the previous month.

**Contract details** **–** the names of the Contract, Contractor and Contractor’s representative, the report date and the period covered.

**Implementation of *Inspection, testing and servicing* procedures** **–** summary of WHS inspections and tests carried out for:

* plant and equipment;
* incoming products;
* worksite conditions;
* adherence to and completeness of Risk Assessments, Safe Work Method Statements and Site Safety Rules;
* worksite access and exits; and
* personal protective equipment.

**Implementation of *Incident management and corrective action* procedures** **–** details of:

any WHS incidents or WHS issues, including non-compliance with WHS processes and procedures and near misses;

implementation of incident management;

implementation of corrective action; and

WHS statistics for all the work under 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 *Internal Reviews*** **–** details of internal reviews, including audits and inspections, undertaken to verify that on-site WHS processes and practices conform with the Project WHS Management Plan including:

system element(s) and activities audited and/or reviewed;

non-conformance(s), improvement(s) identified and corrective action(s) taken;

details of auditors and reviewers and dates and durations of audits and reviews; and

copies of third-party audit reports and details of the Contractor’s responses to the reports.

End of Option 1

#### 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*.

No later than 10 Business Days before construction work starts, submit the WHS Management Plan, together with 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.

Do not start construction work before a complying WHS Management Plan has been submitted.

insert WHS risks identified in the Project risk register.

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.

#### 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, detailing implementation of *Risk management*, *WHS Training, Incident Management* and *Safe Work Method Statements,* and 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***

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
 |

**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
 |
| * 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
* 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.

### Hazardous Substances discovered unexpectedly on 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 will 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 10.3 of General Conditions of Contract Clause – **Suspension.**

With the initial notification, or otherwise within 1 Business Dayof discovery, submit details 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 any anticipated delay to Completion; and

other details reasonably required by the Principal.

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

carry out the work concurrently with other work wherever possible; and

otherwise minimise any delays to reaching Completion.

#### Control and decontamination

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

* continue the suspension of the whole or any part of the work, in accordance with General Conditions of Contract Clause – **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. General Conditions of Contract Clause – **Variations** will apply. The Contractor’s entitlements under General Conditions of Contract Clause – **Suspension** ceases 1 Business Day after thePrincipal instructs the Contractor to carry out the Variation.

Where required, under the Contract or following an instruction of 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 NSW 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.

Where required to decontaminate occupied sites containing hazardous substances, carry out all such decontamination 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.

### 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 Guide *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 5 Business 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.

### Principal’s Site Office

Delete this clause and the above heading unless the Contractor is required to supply a site office.

#### General Requirements

Provide a site office for the use of the Principal and nominees, in a position agreed with the Principal. Make the office ready for occupation before any major site activities start. If it becomes necessary to move the office during the progress of the Works, do so without charge. Service, clean and maintain the office for the duration of the Works. Provide safe access to the office at all times. Remove the office at Completion, following the Principal’s agreement.

#### Site Office Accommodation

Include requirements, details and drawings showing the location and construction of the Principal’s site office.

»

A prefabricated modular building system may be substituted subject to the approval of the Principal. In this event the dimensions and standards shown and specified are the minimum required.

### Temporary Services provided by the Principal

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

insert details of any temporary services the Principal will provide.

Consult with the Client and Identify who will pay for the consumables, E.G. the electricity and/or water used.

»

## Environmental Protection

### Environmental Management

#### Requirement

Comply with the 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>

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

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

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

Otherwise use option 2

Option 1

#### Environmental Management Plan

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

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.

#### Environmental Management Monthly Report

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

**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
 |

**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 Option 1

option 2

#### Environmental Management Plan

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

delete option 2A unless the environmental management plan (EMP) in the Schedule to preliminaries – Environmental Management Plan is determined by the client agency/senior manager to be suitable as an Emp template for the work under the contract.

note: If oPtion 2a is deleteD ALSO DELETE the schedule to Preliminaries – Environmental Management Plan.

Option 2A

The Contractor may elect to complete Schedule to Preliminaries – **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.

End of Option 2A

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

include the following subclauses in both Environmental Management options.

#### 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.

### 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.

OPTION 1

#### Environmental Performance Requirement

Incorporate applicable strategies and objectives in the Environmental Management Plan.

END OF 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; or

timber from Australian high conservation forests.

### 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; and

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 National Registration Authority for Agricultural and Veterinary Chemicals 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

### Cleaning up

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 other temporary construction facilities are removed,

prior to Completion.

### 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.

### Samples

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

Note: 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.

### 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 preferably to specify the technical, performance and quality characteristics of the required item. where a proprietary item is required, explain the reason.

include OPTION 1 WHERE Mandatory proprietary items are essential Consider relevant government policies.

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).

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 will 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. ‘Item’ includes materials, equipment and other goods.

Notwithstanding the above, except for alternatives accepted prior to the *Date of Contract*, the Contractor will be deemed to have allowed for the proprietary items as identified in the *Contract Documents*. The use of alternatives, including ‘other approved’ items, is subject to consideration in accordance with this clause. No *Claim* will arise out of the Principal’s consideration of, or rejection of, an offer to use an alternative item.

An alternative may be offered to a 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 its use would affect other parts of the Works, including performance and operation.

The Principal must consider the Contractor’s offer but is not bound to accept it. The Principal may reject the Contractor’s offer if it considers, in its absolute discretion, that the offer does not provide the same standard of quality as the identified proprietary item or is not suitable for the intended purpose of the item.

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 such costs; and

use of the alternative must not directly or indirectly cause any delay to reaching Completion of the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.

### Guarantees

insert the client’s name.

#### Generally

Obtain, and ensure that » 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.

### 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.

List any items to be supplied by the client or principal, and state the relevant dates for delivery and storage, in the relevant section(s) of the technical specification and Include a reference to the list(s) in this clause.

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

Items supplied by the Principal will be supplied free of charge to the Contractor for incorporation into the Works.

Items that will be supplied by the Principal are listed in ».

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 will not be held responsible for such damage.

## Schedules to Preliminaries

|  |  |
| --- | --- |
| Schedule 1 | Compliance with NSW Procurement Policy Framework, Supplier Code of Conduct and Building and Construction Guidelines |
| Schedule 2 | Personal Property Securities |
| Schedule 3 | Environmental Management Plan |
| Schedule 4 | SS10 Asset Data Capture Register (Sample) |

### Schedule 1 – Compliance with NSW Procurement Policy Framework, Supplier Code of Conduct and Building and Construction Guidelines

Refer to Preliminaries Clause – **Procurement Policy Framework,** **Supplier Code and Industrial Relations Guidelines**

**Terminology**

1. In addition to terms defined in this document, terms used in this Schedule have the same meaning as is attributed to them in the New South Wales Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) (as published by the NSW Treasury July 2013 and updated September, 2017). The NSW Guidelines are available at [www.industrialrelations.nsw.gov.au.](http://www.industrialrelations.nsw.gov.au/)

In particular, as stated in clause 3.1 of the NSW Guidelines; any relevant document or procedure referencing the Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction - means a reference to these reissued Guidelines. Relevant documents may include but not are limited to: a Practice Direction, a workplace relations management plan or a model contract clause.

1. Note the NSW Government Supplier Code of Conduct (the ‘Code’) replaced the NSW Government Code of Practice for Procurement in February, 2020. The Code is available at [www.buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct.](file:///C%3A%5CUsers%5Cmbonz%5COneDrive%5CMichael%20Documents%5CE.%20Standard%20Form%20Docs%20Review%5CMW21%20Contract%20Docs%20Review%5CReview%20Submissions%5CPreliminaries%5Cwww.buy.nsw.gov.au%5Cpolicy-library%5Cpolicies%5Csupplier-code-of-conduct)
2. The NSW Government Procurement Policy Framework (Procurement Framework) applies to the procurement of goods and services of any kind including construction. The framework identifies the requirements that apply to tendering, managing contracts and supplier relationships. The Procurement Framework is available at www.buy.nsw.gov.au/policy-library/policies/procurement-policy-framework.
3. For clarity, if there is an inconsistency between the requirements of the above documents and the Contract, the Contract will take precedence to the extent of any inconsistency. Where the Contractor becomes aware of such an inconsistency, it should notify the Principal accordingly.

**Primary Obligation**

1. The parties must comply with and meet any obligations imposed by the Code and the NSW Guidelines.
2. The Contractor must notify the Construction Compliance Unit (CCU) and the Principal of any possible non-compliance with the Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
3. Where the Contractor engages a Subcontractor or Consultant, the Contractor must ensure that that contract imposes on the Subcontractor or Consultant equivalent obligations to those in this clause, including that the Subcontractor or Consultant must at all times comply with, and meet any obligations imposed by, the Code and the NSW Guidelines.
4. The Contractor must not appoint or engage another party in relation to the contract where that appointment or engagement would breach a sanction imposed on the other party in relation to the Code or NSW Guidelines.

**Access and information**

1. The Contractor must maintain adequate records of compliance with the Code and NSW Guidelines by it, its Subcontractors, Consultants and related entities.
2. The Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
	1. enter and have access to sites and premises controlled by the Contractor, including but not limited to the project site;
	2. inspect any work, material, machinery, appliance, article or facility;
	3. access information and documents;
	4. inspect and copy any record relevant to the project;
	5. have access to personnel; and
	6. interview any person;

as is necessary for the authorised personnel to monitor and investigate compliance with the Code and NSW Guidelines, by the Contractor, its Subcontractors, Consultants, and related entities.

1. The Contractor, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

**Sanctions**

1. The Contractor warrants that at the time of entering into this contract, neither it, nor any of its related entities, are subject to a sanction in connection with the Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the Code and NSW Guidelines apply.
2. If the Contractor does not comply with, or fails to meet any obligation imposed by the Code or NSW Guidelines, a sanction may be imposed against it in connection with the Code or NSW Guidelines.
3. Where a sanction is imposed:
	1. it is without prejudice to any rights that would otherwise accrue to the parties; and
	2. the State of NSW (through its agencies, Ministers and the CCU) is entitled to:
		1. record and disclose details of noncompliance with the Code or NSW Guidelines and the sanction; and
		2. take them into account in the evaluation of future procurement processes and responses that may be submitted by the Contractor, or its related entities, in respect of work to which the Code and NSW Guidelines apply.

**Compliance**

1. The Contractor bears the cost of ensuring its compliance with the Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The Contractor is not entitled to make a claim for reimbursement or an extension of time from the Principal or the State of NSW for such costs.
2. Compliance with the Code and NSW Guidelines does not relieve the Contractor from responsibility to perform the works and any other obligation under the contract, or from liability for any *Defect* in the *Works* or from any other legal liability, whether or not arising from its compliance with the Code and NSW Guidelines.
3. Where a change in the contract or works is proposed, and that change may, or may be likely to, affect compliance with the Code and NSW Guidelines, the Contractor must immediately notify the Principal (or nominee) of the change, or likely change and specify:
	1. the circumstances of the proposed change;
	2. the extent to which compliance with the Code and NSW Guidelines will be, or is likely to be, affected by the change; and
	3. what steps the Contractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan or Work Health and Safety (WHS) Management Plan); and

the Principal will endeavour to direct the Contractor as to the course it must adopt within 10 *Business Day*s of receiving the notice.

### Schedule 2 – 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 theses 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 3 - Environmental Management Plan

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

where required, 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 |  |  |  |
|  |  |  |  |

### Schedule 4 - SS010 Asset Data Capture Register (Sample)

Delete this schedule and the above headings unless Preliminaries Clause – ASset data capture is used.

this register is a sample for the information of tenderers. refer to the above clause for access to the ELECTRONIC version of the register.

Refer to Preliminaries Clause –**Asset Data Capture** for use of this register.

**BUILDING ELEMENTS & PLANT AND EQUIPMENT SPREADSHEETS**







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**END OF SECTION – PRELIMINARIES**

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When double-sided printing is not required delete these guide notes and the preceding Page Break.

Retain the Section Break as it controls the start of the page numbering in the following section and the Table of Contents.