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NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Commerce

**NSW Procurement – Contracting Services invites this tender for and on behalf
of the NSW Government State Contracts Control Board**

PART A - OVERVIEW FOR RFT 0802306

***Provision of Trade Services for Essential Repairs &
Services on behalf of Heritage and Building
Services, NSW Department of Commerce***

Tender Issue Date: Monday 4th May 2009

Closing Date: Wednesday 3rd June 2009

Closing Time: 9:30 am Sydney Time

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For the purposes of this RFT, inquiries should be directed to the Contact Officer nominated in Part B of this RFT.

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PART A OVERVIEW

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REQUEST FOR TENDER - PART A – OVERVIEW

1 Outcome

This Request for Tender (“RFT”) is made by the State Contracts Control Board (the “Board”) for the supply of Trade Services to Essential Repairs & Services (ER&S) under the proposed Agreement of the Services defined in the Statement of Requirements of this RFT.

The Board is responsible for the delivery of the tender process, assisted by NSW Procurement – Contracting Services, whilst the proposed Agreement will be executed between Heritage and Building Services (HABS) and the successful tenderer/s.

The key outcome of this RFT is to provide purchasing solution (through the proposed Agreement) for the required Services which meet the needs of HABS.

2 Objectives

The objectives of the proposed Agreement in achieving the desired outcome, includes, but is not limited to the following:

- (a) Provide Services which are commercially competitive;
- (b) Establish a sustainable partnership between HABS and the successful tenderer to deliver quality Services;
- (c) Effective management of risks;
- (d) Compliance with all applicable laws, standards, codes and policies.

3 Required Benefits

The required benefits to be achieved in delivering the objectives of the proposed Agreement are:

- (a) Savings and efficiency gains;
- (b) Transparency of all transactions, including performance measurement, pricing and reporting;

4 Scope of RFT

4.1 Services

4.1.1 This Request for Tender (RFT) covers the provision of trade services to provide emergency repairs and services for and on behalf of ER&S. The following Services are covered under the proposed Agreement:

- | | |
|--|--|
| 1) Air Conditioning and Refrigeration | 9) Locking Systems |
| 2) Carpet/Vinyl Cleaning and Repairs | 10) Minor Building |
| 3) Electrical | 11) Mowing and Clearing |
| 4) Glazing | 12) Painting |
| 5) General Cleaning | 13) Plumbing, Drainage and Gas Fitting |
| 6) Graffiti Removal and Masonry Cleaning | 14) Roller, Shutters and Gates |
| 7) Hot Water | 15) Roof Repairs |
| 8) Light Engineering | 16) Tree Lopping and Removal |

- 4.1.2 The Services are to be provided throughout the metropolitan regions of Newcastle, Sydney and Wollongong. These regions are divided into 9 main zones and 3 supplementary zones as follows:

Main Zones:

Zone 1 – Sydney
 Zone 2 – Sutherland, Campbelltown, Camden, Mittagong
 Zone 3 – Liverpool, Fairfield
 Zone 4 – Blacktown, Blue Mountains
 Zone 5 – Parramatta, Windsor
 Zone 6 – Hornsby, Northern Beaches
 Zone 7 – Gosford, Central Coast
 Zone 8 – Wyong, Lake Macquarie
 Zone 9 – Newcastle, Maitland

Supplementary Zones:

Zone 10A – Wollongong
 Zone 10B – Yengo National Park, Dharug National Park
 Zone 10C – Raymond Terrace, Gloucester, Nelson Bay

- 4.1.3 Tenderers may quote for single or multiple zones, and for any or all of the above listed trades/services. Further details about each zone are located in Part F Statement of Requirements.

- 4.1.4 The scope of works is based on the provision of Trade Services, for the maintenance or repair to the building fabric or services within a building, or to the grounds forming part of a site at any Government facility or facility directed by the Principal. These facilities could include, but not limited to sites controlled by the following:

- Attorney General's Department of NSW
- Department of Community Services
- Department of Corrective Services
- Department of Education & Training
- Department of Environment & Climate Change
- Department of Primary Industries
- Department of Juvenile Justice
- Ministry of Transport
- NSW Department of Health
- Rail Corporation NSW
- Housing NSW
- Department of Ageing, Disability & Home Care

- 4.1.5 Successful tenderers must be prepared to provide ER&S with an acceptable Work Safety Management Plan as soon as possible and within fourteen (14) days of Contract award. **Note:** work will not be allocated to successful tenderers until such time as the Work Safety Management Plan is approved by ER&S.

- 4.1.6 ER&S intends to appoint a panel of up to ten (10) contractors for each zone for each trade/service type. Work under the panel will generally be allocated on a sequential (rotational) basis. Contracting Services reserves the right to negotiate reduction in tendered rates to achieve the minimal panel requirements.

- 4.1.7 A detailed description of the Services is described in the Statement of Requirements Part F to this RFT. Where the Services relate to NSW Department of Education (DET) facilities, the successful tenderer will be required to comply with the DET Description of asset maintenance incorporating National Standards for Minor Building Works and Trade Services which will be provided by HABS.

4.2 Contract and Duration

- 4.2.1 The Requirement is to be met by a Letter of Acceptance sent by the Board to the successful tenderer/s on the terms and conditions of Part B. The Contract shall not prevent the Principal

from also obtaining any Services to meet its Requirement or in connection with its Requirement from persons other than the successful tenderer/s.

- 4.2.2 It is envisaged that the term of the proposed Agreement will be for 3 years, which may be extended for 2 x 12 months at the discretion of HABS.

4.3 Current Scope and Expenditure

The current expenditure incurred by Principal for the procurement of the Services is \$16 million/year. This amount is provided for information only and does not constitute a guarantee for future work through the proposed Agreement.

4.4 NSW Government requirements

The successful tenderer must comply with NSW Government codes, guidelines and Standards listed in Schedule 1 of Part D including, for DET facilities, the DET description of asset maintenance incorporating National Standards for Minor Building Works and Trade Services.

5 RFT Structure

5.1 Interpretation

- 5.1.1 Definitions of terms used in Parts A to C are contained in Part B clause 1.

5.2 This RFT comprises 6 Parts as follows:

Overview – Part A

It is an executive summary of main outcomes, objectives, requirements and expectations for this proposed Agreement. It provides the tenderer with the essential information to make an informed decision on whether to tender or not.

Conditions of Tender – Part B

It provides the terms, conditions and processes governing the tender phase of the RFT.

Tender Response – Part C

These are response schedules which are required by the Board to evaluate the tenderers' offers.

Agreement - Part D

This is the conditions of contract to be executed between the successful tenderer and the Principal.

Special Conditions – Part E

Not Used

Statement of Requirements – Part F

A detailed description of the Services to be provided by the successful tenderer/s including technical specification, service levels and performance framework. It will form part of the Agreement to be executed between the successful tenderer/s and the Principal.

If submitting a Tender, retain Parts A, B, D, E (if any) and F. Part C, once completed, forms the Tender, and is to be submitted in accordance with Parts A, B and D.

Part D and E, if applicable, are to be executed later by the successful tenderer(s) and the Principal to form the agreement.

6 Best Price and Cost Structure

Tenderers are encouraged to provide their best price(s) with their tender. Whilst the Board reserves the right to negotiate pre award, such negotiations may not occur and it is not the Board's preference.

It is important that tenderers realise that they may not be short-listed for further consideration, if they do not provide their best price with their initial tender.

This RFT seeks transparency in the tenderer's Cost Structure in the Tender Schedules (RFT, Part C) and is required to be fully completed by tenderer to:

- Provide the Principal transparency of the tenderer's Cost Structure;
- Act as a basis for future Price variations, where applicable.

The Board expects the successful tenderer's to reduce its pricing during the term of the proposed Agreement by:

- (a) Continually improving delivery processes to improve efficiency;
- (b) Providing lower prices and discounts for large/bulk purchases;
- (c) Passing on the benefit of rebates received from its own suppliers to the Principal;
- (d) Matching prices as identified/recommended from the benchmarking process;
- (e) Other methods of savings identified during the term of the proposed Agreement;
- (f) Price matching as identified by the Principal.
- (g) Presenting and adopting NSW government, or any other electronic procurement systems to reduce the cost of doing business with customers.



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Department of Commerce

Part F – STATEMENT OF REQUIREMENTS FOR RFT 0802306

***Provision of Trade Services for Essential
Repairs & Services on behalf of Heritage and
Building Services, NSW Department of
Commerce***

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Part F – Statement of Requirements

In this part F, words with initial capital letters are as defined in Part D or in this Part F.

1 Allocation of Work

1.1. Panel of Contractors

Contractors will be placed on a panel in the particular zone/s nominated for each of the Services. Contractors will be selected from the panel as and when required to provide the Services on a sequential (rotational) basis – the sequence will be based on the offer of work, and not the performing of work.

If a Contractor cannot provide the Services, the ER&S Customer Service Centre will contact the next Contractor in sequence.

1.2. Method of Issuing Work to Contractors

The ER&S Customer Service Centre will contact the Contractor by telephone. The Contractor will be advised as to the Service required, the classification of the Service and the time frame for attendance, as detailed in Clause 3 of this Part F.

The Contractor is to advise immediately if the Service required can or cannot be provided in the required time frame for attendance.

If the Contractor is unable to provide the Service required, or is unable to meet the required time frame, the ER&S Customer Service Centre will log the information into the ER&S Customer Service Centre database to assist in monitoring the Contractor's responses to offers of work, and the next Contractor will be contacted.

If the Contractor is able to provide the required Service (on the basis of the required time frame for attendance), the ER&S Customer Service Centre will log the acceptance time and forward a Work Order by facsimile and/or email to the Contractor detailing the Service required (the "Work Order"). This Work Order will detail all known information about the required Service Site e.g. location, work required, caller's name etc. The Contractor must accurately provide the Work Order direct to their respective competent Personnel.

The Contractor must:

- a) attend the Service Site (main office) within the specified response time; and
- b) report immediately to the Customer's Representative for directions to the item requiring the Service;
- c) advise the ER&S Customer Service Centre by phone via SMS of the time of attendance;
- d) sign in accurately in the appropriate Service Site log available at the Service Site (for school sites, this is the DET School Site Log);
- e) investigate the reported problem and ascertain the most appropriate method for satisfactorily completing the Service required. The Contractor may need to seek further directions from the ER&S Customer Service Centre;
- f) commence immediately, be done to the standard required by, and otherwise with, this Agreement and progress at a satisfactory rate continuously until the

Service is complete and the Service has been made safe or restored to the satisfaction of the Customer.

2 Contractor Availability

- 2.1** The Contractor must be available to receive Work Orders 24 hours per day, 7 days per week throughout the duration of the Contract.

In the event that the Contractor will be un-contactable for a period of time, the Contractor must notify the ER&S Customer Service Centre, in writing, five (5) working days in advance.

- 2.2** The Contractor will:

- a) provide a facility to accept Work Orders by telephone, facsimile and email 24 hours per day, 7 days per week and capability to transfer the Work Order to their staff directly and accurately;
- b) ensure attendance at the Service Site within the required response times of trained and competent staff with a complete set of normal trade tools and a wide range of materials to carry out the Service, maintenance or repairs as required;
- c) phone and confirm attendance with Service Site prior to arriving on Service Site;
- d) when arriving at the Service Site, report immediately to the Customer's Representative and advise the ER&S Customer Service Centre by phone via SMS of the time of attendance;
- e) report to the Customer's Representative (Contact on Site) at the Service Site to confirm Work Order scope description and location;
- f) must immediately advise the ER&S Customer Service Centre of any change in the scope of the Service, including if the Service will exceed the nominated value amount;
- g) demonstrate the ability to investigate the reported problem to ascertain the most appropriate method for completing the Service required;
- h) complete nominated or required Service on the first visit by being adequately equipped in their trade, in a tradesperson like manner and if need be in direct consultation with the ER&S Customer Service Centre;
- i) provide an adequate number of trained and competent staff to complete the Service required;
- j) offer the purchasing of materials or the hire of special tools or plant to complete the Service;
- k) provide administration services to manage the functions required under the Agreement which include, but are not limited to, reporting to Customer's Representative, the preparation of accurate Service Reports, invoicing and provision of follow up information to the ER&S Customer Service Centre. In the event that the Contractor does not give adequate reason for non-attendance, this may be taken into account in the monitoring of the performance of the Contractor in accordance with clause 12 of Part D;
- l) submit a Basic Report, as detailed in Clause 8 of this Part F.

3 Response Times

3.1 After Hours Emergency – 2 Hours

The Contractor will respond and commence work at the Service Site within 2 hours of the after hours emergency call out acceptance time as logged by the ER&S Customer Service Centre. After hours emergency call outs not attended to within the nominated time frame will be paid as a 24 hour call out (refer to clause 16 of this Part F). After hours emergency response will occur between 5.00pm – 7.00am weekdays, weekends and Public Holidays.

3.2 Normal Hours Emergency – 2 Hours

The Contractor will respond and commence work at the Service Site within 2 hours of the emergency call out acceptance time as logged by the ER&S Customer Service Centre. Emergency call outs not attended to within the nominated time frame will be paid as a 24 hour call out (refer to Clause 16 of this Part F).

3.3 Normal Hours Today

The Contractor will respond and commence work at the Service Site by the close of business from the acceptance time as logged by the ER&S Customer Service Centre.

NOTE: School core hours are 9.00am – 3.00pm weekdays excluding school holidays.

3.4 Normal Hours AM

The Contractor will respond and commence work at the Service Site by 9.00am the following working day from acceptance time as logged by the ER&S Customer Service Centre.

3.5 Normal Hours 24 Hour

The Contractor will respond and commence work at the Service Site by close of business the following working day from acceptance time as logged by the ER&S Customer Service Centre.

NOTE: School core hours are 9.00am – 3.00pm weekdays excluding school holidays.

3.6 As Arranged

An attendance time is to be arranged with the Contact at the Service Site within 24 hours from acceptance time as logged by the ER&S Customer Service Centre.

3.7 Estimate

When requested to submit an estimate, the Contractor shall make the Service Site safe and secure, and no further work is to be carried out unless written advice is received from the ER&S Customer Service Centre. Estimates must be submitted to the ER&S Customer Service Centre within 48 hours of allocation.

Contractors are also required to submit an estimate if the work is likely to exceed an amount of \$850.00 or the previously approved amount. These amounts will be GST exclusive.

3.8 Quote

As provided in clause 21, the Contractor shall submit a quote when requested by the ER&S Customer Service Centre at allocation. No work is to be carried out prior to an approval from the ER&S Customer Service Centre is received. The quote must be submitted to the ER&S Customer Service Centre and not the Customer's Representative within 7 days of allocation.

NOTE: Should the scope of work differ from the original advice by the ER&S Customer Service Centre, the Contractor shall immediately contact the ER&S Customer Service Centre from the Service Site.

ALL Glazing jobs are considered URGENT. The Contractor must respond within 2 Hours.

4 Failure to Respond

Contractors who fail to respond on time to a Call Out, which has been accepted from the ER&S Customer Services Centre, will be paid no "costs to date", and the job will be re-allocated accordingly.

If a Contractor does not arrive at the Service Site within the nominated response time, this may be taken into account in the monitoring of the performance of the Contractor in accordance with clause 12 of Part D.

5 Number of Workers to Attend

It is expected that normal repair work will require the services of one (1) tradesperson or worker. However, where the work is complex, a safety issue exists, or two (2) or more persons are required to comply with a Code of Practice, a relevant Australian Standard, the DET description of asset maintenance incorporating National Standards for Minor Building Works and Trade Services or legislation, then the appropriate number of persons required to complete the repair must be provided.

When a job requires more than one (1) tradesperson or worker on site, the Contractor must obtain approval from the ER&S Customer Service Centre, and must record the reason on the Service Reports and Safe Work Method Statement (SWMS) to confirm the reason for more than one (1) person.

Some examples of work requiring more than one (1) person are:

- a) working at heights
- b) working in, or near, unsecured toilets
- c) electrical isolations
- d) manual handling
- e) complex scope of work (more than one (1) trade required)
- f) hazardous substances/chemicals
- g) excavation work

The Contractor must ensure that the Services described on the Work Order match the justification for the second tradesperson or worker described on the Service Report and Safe Work Method Statement.

The requirement and justification for the second tradesperson is to be noted on the Service Report. Failure to do so will result in payment for the additional tradesperson to be declined.

When more than two (2) tradespersons or workers are needed, the Contractor is to contact the ER&S Customer Service Centre by telephone or fax to explain the reason why more than two (2) workers are required to carry out the work to gain appropriate approval.

The ER&S Customer Service Centre will contact the Customer's Representative to make a determination regarding the use of more than two (2) tradespersons. The ER&S Customer Service Centre will then contact the Contractor to inform them of the decision. The ER&S Customer Service Centre will allocate an approval number and this number must be quoted by the Contractor when making a claim for payment.

When the approval number is NOT quoted and a claim for payment is made, payment will be limited to a maximum sum identified and calculated by the Principal or the Customer.

6 Occupational Health & Safety Management, and Statutory Requirements

- 6.1** The Contractor must comply with the NSW Government Occupational Health and Safety Management Systems Guidelines 4th Edition (OHSM Guidelines) and all statutory requirements including, but not limited to, the Occupational Health and Safety Act 2000 (NSW) and Occupational Health and Safety Regulation 2001 (NSW). In the event of any inconsistency, the Contractor must comply with the statutory provisions.

6.2 Failure to Comply

If at any time the Contractor has not carried out its obligations under the Agreement in relation to occupational health and safety management, then notwithstanding any other provisions of the Contract, no payment will be due to the Contractor until the 7th day after the required action has been carried out.

6.3 Appointment as Principal Contractor

Unless instructed otherwise at time of Work Order, the Contractor, having responsibility for the construction work at all times until the work is completed on a site, is appointed principal contractor and controller of the premises for the construction work under Clause 210 of the Occupational Health and Safety Regulation 2001 (NSW), and is authorised to exercise such authority of the owner as is necessary to enable it to discharge the responsibilities of principal contractor and controller of premises imposed by the Occupational Health and Safety Act 2000 (NSW) and Chapter 8 of the Occupational Health and Safety Regulation 2001 (NSW).

6.4 Site-Specific Safety Management Plan

Develop and implement a Site-Specific Safety Management Plan that complies with the OHSM Guidelines.

Submit the Site-Specific Safety Management Plan no later than 14 days before construction work commences. Do not start construction work before a complying Site-Specific Safety Management Plan has been submitted.

6.5 Implementation of Safe Work Method Statements (OHSM Guidelines Section 5, element 6)

An up to date copy of the register of Safe Work Method Statements, including confirmation that the principal contractor has ensured that all Safe Work Method Statements comply with the OHS Regulation 2001 and that their implementation is being monitored.

6.6 Incident Reports

Ensure compliance with the notification and other requirements of OHS Regulation 2001 Clauses 341 and 344 for accidents, incidents and non-disturbance occurrences, including immediate notification of WorkCover where required.

Immediately notify the ER&S Customer Service Centre of any accident or incident defined in OHS Regulation 2001 Clauses 341 and 344.

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

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

6.7 Prohibition and Improvement Notices and On-The-Spot Fines

Immediately notify the Principal of any Prohibition and Improvement Notice (PIN) or on-the-spot fine issued by WorkCover. Provide the Principal with a copy of the PIN or fine 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.

6.8 Electrical work on electrical installations

In compliance with section 207 of the OHS Regulation 2001, ensure that electrical work on an electrical installation is not carried out while the circuits and apparatus of the part of the installation that is being worked on are energised, unless it is necessary to do so in the interests of safety and the risk of harm would be greater if the circuits and apparatus were de-energised before work commenced.

6.9 Independent Certification of Formwork

In this clause, the terms “qualified engineer” and “formwork” have the meanings given in Clause 209 of the OHS Regulation 2001. “Related Entities” means businesses, one of which is owned wholly or in part by the other or that have proprietors, directors, officers, shareholders or employees in common.

Inspection and certification of formwork, if required by Clause 233 of the OHS Regulation 2001, must be carried out by a qualified engineer who is not a proprietor, director, officer, or employee either of the entity carrying out the formwork erection or a Related Entity to that entity. In addition, if the Contractor carries out the design of the formwork, then the qualified engineer must not be a proprietor, director, officer or employee either of the Contractor or a Related Entity to the Contractor.

If such inspection and certification are required, the Contractor and any subcontractors involved must include the inspection and certification as actions in Safe Work Method Statements for the erection and use of formwork, and they must be 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.

6.10 Hazardous substances

Asbestos, material containing asbestos, polychlorinated biphenyl (PCB) and lead based paints are recognised as hazardous substances. Other substances in certain situations are also considered hazardous and therefore require controlled handling. Examples are glues, solvents, cleaning agents, paints, and water treatment chemicals.

The Contractor is responsible for the control of any hazard which may arise from the presence of silica.

6.10.1 Response to Unexpected Discovery

If any unexpected hazardous substance is discovered on the Service Site the Contractor must suspend all work which may result in exposure to such hazardous substance and notify the Customer's Representative immediately of the type of substance and its location.

With the initial notification or as soon as practicable thereafter, submit details including:

- the additional work and additional resources the Contractor estimates to be necessary to deal with the substance so that work and subsequent performance of the Services may proceed safely and without risk to health;
- the time the Contractor anticipates will be required to deal with the substance and the expected delay in achieving Completion;
- the Contractor's estimate of the cost of the measures necessary to deal with the substance; and
- other details reasonably required by the Customer's Representative.

The Contractor must, in planning and carrying out any work dealing with the substance take all reasonable steps:

- to carry out the work concurrently with other work wherever possible; and
- To otherwise minimise effects of the work on the Contractual completion date.

6.10.2 Responsibility for Decontamination

Control and decontamination of any hazardous substances is the responsibility of:

- the Customer, in respect of any such substances not identified in the Work Order, which are discovered on the Service Site; and
- the Contractor, in respect of any such substances identified in the Work Order

6.10.3 Decontamination by Customer

Where the Customer is responsible for the control and decontamination of any hazardous substances, the Customer's Representative may suspend the whole or any part of the Services until the hazardous substances are isolated or removed.

6.10.4 Decontamination by Contractor

Where the Contractor is responsible for the control and decontamination of the Service Site following the discovery of hazardous substances, handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements.

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

6.10.5 Working Hours

When the Contractor is required to decontaminate hazardous substances on occupied Service Sites, all such decontamination shall be carried out outside normal hours of occupation, unless otherwise approved in writing by the Customer's Representative.

Normal hours of occupation are:

Schools: 8am to 3:30pm Monday to Friday excluding Gazetted school holidays & public holidays.

Other Customers: 24hrs / day.

6.11 Asbestos removal

Where the Contractor is responsible for asbestos removal work, comply with the relevant statutory requirements, standards, Code of Practice and guidelines, including but not limited to the:

- Occupational Health and Safety Act 2000 (NSW)
- Occupational Health and Safety Regulation 2001 (NSW)
- WorkCover Authority of NSW requirements
- Australian Safety and Compensation Council Code of Practice for the Safe Removal of Asbestos 2nd Edition (2005)
- Australian Safety and Compensation Council Code of Practice for the Management and Control of Asbestos in Workplaces (2005)
- Australian Safety and Compensation Council Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres 2nd Edition (2005)
- Environmentally Hazardous Chemicals Act 1985 (NSW)
- Waste Avoidance and Resource Recovery Act 2001 (NSW)

6.11.1 Notification and Permit

Not less than seven days prior to commencing any asbestos removal work, notify the local office of WorkCover and the Customer of the intention to carry out that work.

Where the regulations require a license for asbestos removal work, before the work commences, submit a copy of the current license held by the entity that will undertake the work and a copy of any WorkCover permit required for the work.

6.11.2 Monitoring

Provide air monitoring by an independent testing authority on each day during asbestos removal and on completion of each area where removal has been undertaken.

6.11.3 **Clearance Certificate**

Submit to the Customer a clearance certificate from an independent testing authority at the completion of the asbestos removal work.

6.12 **Audit**

The Principal will carry out Work In Progress audits, Safety audits and Post-Completion audits during the term of the Contract

The Contractor will make available, on request, all relevant OHS&R records including those of Sub-Contractors and suppliers, for the purpose of audit and surveillance. The Contractor shall provide all reasonable assistance during the audits including attendance by the Contractor.

6.13 **Failure to Comply**

If at any time it comes to the attention of the Customer that the Contractor has not carried out its obligations under this Clause 6, no payment shall be due to the Contractor until after the required action has been carried out.

6.14 **SITE SAFETY RULES**

It is a condition of this Agreement that the following safety and/or statutory requirements are complied with. All Parties and, Personnel of the Parties, are required to work in a safe manner and implement the following rules:

1. **Safety induction and training** - all persons must first attend the construction industry OHS safety training and site-specific induction and training before commencing work at the Service Site. They must attend refresher training as required. All visitors when on the Service Site must be accompanied by a person who has received this training.
2. **Emergency / evacuation** - staff, contractors and all people visiting the Service Site are to be made aware of the emergency procedures at the workplace.
3. **Risk assessment** - a risk assessment shall be undertaken and Safe Work Method Statement(s) prepared (safety and environmental risks to be included) prior to work commencing on the Service Site. The Safe Work Method Statement(s) must be reviewed / revised as conditions change.
4. **PPE** - personal protective equipment shall be worn as required or directed. Safety helmets and steel cap shoes/boot/gumboots shall be worn by all employees and visitors in the building/construction areas as advised or directed (AS1801 and AS2210). Safety vests shall be worn when plant and equipment is in operation and as directed.
5. **Service Site access and security** – all entry to, movement on, passage adjacent to, and exit from the Service Site of persons, vehicles and equipment will be controlled, with appropriate security measures implemented.
6. **Alcohol & drugs** – persons who are affected or consume alcohol and illegal drugs shall be removed from the Service Site.
7. **Accidents / incidents / first aid** - all injuries, dangerous occurrences, near misses or hazards shall be reported immediately. Injuries are also to be reported to the First Aider at the Service Site and treatment recorded in the register of injuries.

8. **Protection of all workers and the public** – effective barricades, fencing, signage and overhead protection will be used where applicable.
9. **Fire prevention** - employees shall familiarise themselves with the location and use of fire extinguishers provided at the Service Site. An appropriate fire extinguisher must be on hand for hot work.
10. **Tidiness** - all work areas, walkways and amenities are to be kept clean and tidy, rubbish and other hazards are to be removed promptly.
11. **Elevated work** – all work at heights will be carried out in accordance with the relevant legislation, regulations, standards, Code of Practice and procedures, including OHS Regulation 2001, clause 233 regarding formwork certification.
12. **Demolition, excavation, scaffolding**, formwork and work with other structural frames will be carried out in accordance with the relevant legislation, regulations, standards, Code of Practice and procedures.
13. **Scaffold** – must comply with AS4576. Where persons or objects can fall more than 4 metres the scaffold shall be erected by a certified scaffolder.
14. **Excavations shall be fenced** or “Parra webbed”, signed, back filled, benched or battered to prevent collapsing or persons falling.
15. **Chemicals/hazardous substances** - must be used, handled and stored in compliance with material safety data sheet recommendations and safe work procedures in accordance with Hazardous Substance regulations. **Note:** Glass containers are not allowed on the Service Site other than in the lunch room.
16. **Electrical work** - plant and equipment must comply with OHS and electrical safety legislation, regulations, standards, Code of Practice and procedures, including monthly inspection and tagging of leads and power tools by a licensed electrician. The maximum length of any power lead must not exceed 30 metres. The presence and location of all electrical cables will be identified before commencing adjacent work.
17. **Plant and equipment** being operated shall comply with the relevant legislation, regulations, standards, Code of Practice and procedures. Every owner of plant must ensure that it is registered with WorkCover when required and operators are appropriately qualified.
18. **Directing plant and vehicles** - keep clear of heavy vehicles unless directing. Only direct vehicles in full view of operator (never stand behind vehicle). Heavy plant vehicles shall be fitted with rotating yellow/orange lights and audible reversing devices. Ensure school children and others are relocated or isolated. Orange vests are to be worn at all times whilst directing heavy plant or controlling traffic.
19. **Working at schools** - all persons working on or visiting a school site must sign in the log book in the school administration office and have read the Code for working on or near facilities occupied or used by children. Staff of the contractors shall wear their ID card at all times.
20. **Tool box meeting / consultation** – the Contractor will conduct regular minuted meetings with teams to discuss health, safety and other matters.
21. **Supervision** – the Contractor shall provide adequate supervision for employees. All employees shall be inducted prior to the commencement of work in compliance with relevant legislation, regulations, codes of practice and business requirements.

22. Smoking – this is prohibited on Service Sites at all times. There are no exceptions.

6.15 ENVIRONMENTAL SITE RULES

- 23.** All persons working at the Service Site shall meet the requirements of environmental legislation, regulations, standards and codes of practice.
- 24.** The Contractor must liaise with the Customer and neighbouring community if significant environmental hazards are identified relating to work at the Service Site.
- 25.** The Customer's waste bin is not to be used to store waste. Waste is to be recycled if possible.
- 26.** Where relevant, implement work methods that protect waterways during the course of performing the Services e.g. intercept minor storm run off from Service Sites involving earthworks with silt-stop fencing or similar.
- 27.** The Contractor must contain dust and other particles in accordance with relevant statutory requirements, standards, codes and guidelines.
- 28.** The Contractor must use plant and equipment which minimise noise and air pollution.

7 Nominated Value Amount Not to be Exceeded

- 7.1** The Contractor is to immediately notify the ER&S Customer Service Centre if the cost of any one Work Order issued to the Contractor will exceed the nominated amount. The Contractor is to provide an estimate of costs, in writing and submitted on Schedule 8, which includes a break down of labour and materials, to complete the work at rates. All work is to cease until a determination has been made by the ER&S Service Centre on whether to carry out the work in excess of the nominated amount.

The ER&S Customer Service Centre will contact the Customer's Representative to make a determination regarding the Services in excess of the nominated value amount. The ER&S Customer Service Centre will inform the Contractor of the decision. Where the decision is to carry out work in excess of the nominated amount, the ER&S Customer Service Centre will allocate an authority number. This number is to be quoted by the Contractor when making the claim for payment.

Where this authority number is NOT quoted, payment will be limited to the original nominated amount. Where this authority number IS quoted, payment will be limited to the agreed value. Contractors waiting for an approval who have submitted their invoice prior to receiving it will also be limited to the agreed value.

NOTE: The current nominated value amount is \$850.00 GST Exclusive.

8 Basic Report Requirements

- 8.1** The Contractor must submit any basic report using Schedule 8 – Basic Report Pro Forma. The report must be in typed format and must include, but is not limited to:
- a) the results of all field and other tests
 - b) observations made from the detailed inspection, including exhumations and samples taken

- c) digital photographs to adequately describe the Services
- d) photographs of the assembly which has reached an Unacceptable Condition or Performance and any relevant aspects
- e) conclusions drawn from the results of the tests and/or inspections
- f) findings on the possible and/or probable cause of the Unacceptable Condition or Performance
- g) comments on the potential future impact if no remedial action is taken, including the impact on other building elements or assemblies of the facility where the Service Site is located
- h) possible remedies including replacement and their estimated costs and time required
- i) any effects on the day to day operations of the facility where the Service Site is located
- j) the recommended remedial action, if any, which may include do nothing, repairs, replacement, monitoring or further investigation
- k) details of previous reports concerning the same issue.

9 Incomplete Repairs

- 9.1** All Work Orders must be completed within 48 hours from acceptance time as logged by the ER&S Customer Service Centre. Failure to do so will be taken into account in the monitoring of the performance of the Contractor in accordance with clause 12 of Part D.

Where the Service cannot be completed within this time frame, the Contractor shall:

- a) advise the Customer's Representative AND the ER&S Customer Service Centre immediately from the Service Site as to the present condition of the Services, the extent of work required to complete the Services and the time and date the Contractor will return to complete the Services.
- b) if leaving the Service Site, advise the Customer's Representative and ER&S Customer Service Centre of any isolation/disruption to any utility or service which has not been reinstated or repaired.
- c) accurately complete a Service Report detailing the time worked during this visit to the Service Site and have the Customer's Representative sign the Service Report as verification of the hours worked
- d) leave the service or area safely signposted, barricaded, covered, terminated or sealed off in an approved and appropriate manner. The work area is to be left in a safe and secure manner at all times
- e) where required and within 72 hours, advise the ER&S Customer Service Centre as to the estimated time to complete the Service and where applicable the estimated cost

Every 5 working days, if no update has been received from the Contractor, a follow-up fax and/or email will be sent to the Contractor asking for information by 9.00am the following working day. If no response is received, the Contractor will be immediately suspended until a written response is received by the ER&S Customer Service Centre. If still no response is received within 2 working days, the ER&S Customer Service Centre will re-allocate the work accordingly, with no

“costs to date” being paid. If no response is received, it will be taken into account in the monitoring of the performance of the Contractor in accordance with clause 12 of Part D.

10 Completed Service

10.1 At the completion of each Service, the Contractor is to complete details on the Service Report and then report to the Customer Representative at the Service Site, for verification that the Services have been satisfactorily completed by way of signature on the Service Report.

The Contractor is to advise the ER&S Customer Service Centre in writing that the works have been completed within 24 hours of the completion date.

A Service Report is to be completed for each visit, including After Hours call outs.

The Contractor must accurately complete all details required using the correct (current) version Service Report, including:

- a) Job Number, (ER&S Work Order Number)
- b) Date of Service Site visit, (date work carried out, not the date the order was given to the Contractor)
- c) Customer or School Name
- d) Service Site Location
- e) School Code Number (if available, not mandatory)
- f) Authority Number (when allocated)
- g) School District (if available, not mandatory)
- h) Location of Service (including Building and Room number/s)
- i) Type of Work (maintenance extra task, reactive maintenance, insurance work, demountable work etc. or essential and/or urgent repair in normal or out of hours etc.), including the reason for more than one (1) person on Service Site
- j) Cause of incident (description of the cause)
- k) Work done, (a meaningful brief description only)
- l) Indicate if work completed or if follow up action required
- m) Labour details, (including times in/out, full name of person/s carrying out the work and their ID Badge identification number, trade/grade, start and finish times and hours worked must be completed prior to obtaining Customer's Representative's signature)
- n) Details of any Sub-Contractors personnel at Service Site are to be shown
- o) Schedule rate items (Including item numbers and quantity)
- p) Materials and special tools, plant or equipment used, Subcontract services etc. (if applicable)
- q) Information from the Police report where the work is a "break and enter" or vandalism, (if available, not mandatory)
- r) Total cost (if more than one Service Report is necessary, the total cost is to be shown on the last sheet. Only ONE (1) total cost is to be shown per Work Order)

- s) Contractor's signature, print, in block letters, the full name of Contractor, company name and the date presented to the Customer's Representative for verification signature (on all copies)
- t) Customer Representative's signature and date verifying the details on the Service Report are correct (Customer Representative's name and designation are to be printed, in block letters, above to their signature)
- u) Quality Self Audit, (Contractor to initial each item or mark N/A)
- v) Accidents/Incidents/Near Misses (Contractor to indicate and if yes provide more details)

Blank Service Reports will be issued in book format to the Contractor. These books are in two (2) versions. One version is to be used for all work at schools and one version is to be used for work at all other Service Sites. The books are clearly labelled.

11 Satisfactory Completion of Service

- 11.1** All Work Orders must be satisfactorily completed within 48 hours from acceptance time as logged by the ER&S Customer Service Centre (or as negotiated between the Customer's Representative, the ER&S Customer Service Centre, and the Contractor).

The Services have reached completion when the Services are capable for use for their intended purpose, are free of omissions or defects, meet the requirements of applicable Australian Standards, legislation or codes of practice, and the Contractor has made good the Service Site and its surroundings. The Contractor is to inform the ER&S Customer Service Centre when, in the Contractor's opinion the Services have reached completion.

Note: After hours work for Glazing is to be completed by close of business the following working day.

12 Cleaning Up

- 12.1** At the completion of each individual work activity, all visible external and internal surfaces, including fittings, fixtures and equipment, shall be free of marks, dirt, dust, vermin and unwanted materials, as a condition of Completion.

All materials and rubbish resulting from the service provided, maintenance, replacement or demolition work are the property of the Contractor **UNLESS OTHERWISE DIRECTED** and shall be removed from the Service Site by the Contractor. Contractors are to provide tip receipts or skip bin receipts if claiming for removal of waste. Where a Contractors' personnel and vehicle is used to dispose of materials at an approved waste management centre, a reasonable cost for one person to dispose of those materials will be claimable at the Contractors tendered rate for that trade/zone.

The Customer will pay the accepted percentage mark up on the cost of tipping/waste removal associated with the job. The Contractor shall dispose of all refuse off the Service Site in an approved manner and retain records for waste auditing if required.

13 Payment of Accounts

13.1 Payment Method

The Contractor will be paid:

- a) A minimum fee (see Clause 16) for each Work Order placed with the Contractor, excluding Glazing works;
- b) An hourly rate, per person or the applicable schedule rate items, to carry out the Services;
- c) Reimbursement of the cost of materials or the hire cost of special tools or plant used to complete the service, (excluding materials included in the schedule rate items);
- d) A percentage mark up on the cost of the pre-GST cost of the material purchased or special tools or plant hired to complete the service other than the nominated trade plant in the returnable schedules.

13.2 Payment Claims

Each Work Order issued by the ER&S Customer Service Centre to the Contractor is to be claimed separately in a tax invoice. One (1) invoice per completed job. Each payment claim is to have attached the Service Report(s) for that particular Work Order, and the Safe Work Method Statement used for that particular Work Order.

The tax invoice is to list:

- a) All details to identify the job, e.g. Work Order Number, Service Site Name, School Code Number, location and description of work, work type etc.
- b) Minimum Fee,
- c) Full name and trade of each worker on the Service Site, including ID Badge number,
- d) The times worked and the number of hours worked by each worker,
- e) Description, quantity and cost of the material used, excluding GST, along with mark up percentage,
- f) Description, quantity and cost of the special tools, plant or equipment used, excluding GST, along with mark up percentage,
- g) Authority number if issued for additional workers, work in excess of the Nominated Value Amount or where work is completed as a result of a quote.

NOTE: GLAZING - The schedule rate items, item number, quantity and total cost.

Each payment claim submitted to the Customer for payment must have attached the Safe Work Method Statement(s) for that job.

13.3 Claims for Payment

“Before” and “after” digital photographs of the Service completed to substantiate payment must be received for each claim to be paid. (These should have already been submitted at the completion of the works. Refer clause 6.)

Separate payment claims for each completed Work Order are to be bundled together and submitted within 30 days from the completion date to ER&S Customer Service Centre for assessment and payment.

Each payment claim is to have attached the Service Report (if multiple visits there will be multiple Service Reports) for that particular Work Order.

13.4 Material, Subcontract or Hire Costs

Copies of supplier's invoices to substantiate the costs of material used in the Services are to be provided to the ER&S Customer Service Centre for all individual items where costs exceed \$100, and under \$100 when requested.

Copies of supplier's invoices to substantiate the costs of Sub-Contractors or Hire costs of equipment used in the Services are to be provided to the ER&S Customer Service Centre for all individual items.

NOTE: Failure to submit any part of the claim will be taken into account in the monitoring of the performance of the Contractor in accordance with clause 12 of Part D regarding documentation correction, and an adjustment to the value of the claim. Although under no obligation to do so, the Customer may request any documentation deemed necessary to enable proper assessment of the Contractors claim.

14 Insufficient Number of Contractors for Each Trade or Service

- 14.1** Where the Principal considers there are insufficient local Contractors available in any trade or service or zone, the Principal reserves the right to include additional Contractors from its existing Contractor list, the eligibility list or call for competitive bids for the Services.

15 Rail Industry Safety Induction (RISI)

Within three (3) months from the date of acceptance of the Agreement, at least two (2) employees must possess the Rail Industry Safety Induction (RISI) certificate. If after three (3) months this is not the case, the Company will be suspended until the RISI certificate has been obtained. If after six (6) months from the date of the Letter of Acceptance this has not occurred, the Contractor will be terminated.

16 Minimum Fee

The Customer will pay a minimum fee in accordance with the following response times:

16.1 Normal Hours – Normal Call-out

1 hour at the Normal Hours Hourly Rate, which includes the first 30 minutes work for one (1) person.

16.2 Normal Hours – 2 HOUR Emergency Call-out

2 hours at the Normal Hours Hourly Rate, which includes the first 30 minutes work for one person.

16.3 Outside Normal Hours – Emergency Call-out

2 hours at the Outside Normal Hours Hourly Rate, which includes the first 30 minutes work for one person.

Time spent on the Service Site outside the time included in the call-out will be paid in accordance with the application of hourly rates.

If the Contractor does not respond on the Service Site within the time frame specified at the time of allocation, the minimum fee will not be paid as per Clause 3 Response Times. The payment will be made based on the 24 Hour response call-out rate.

NOTE: Glaziers: The minimum fee is as follows:

During 'Normal Hours' – 2 Hour Response \$40.00

During 'Outside Normal Hours' - 2 Hour Response \$80.00

This fee will be paid provided the job is attended within the allocated response time.

17 Application of Hourly Rates

The Principal will pay the accepted hourly rate for the time worked on the Service Site by each additional worker where prior approval has been given by ER&S Customer Service Centre to allow additional workers to carry out the Service on the Service Site.

The first 30 minutes work for one person is deemed to be included in the "Minimum Fee" (see Clause 16).

In addition, and after approval, the Customer will pay the accepted hourly rate for the time worked by each additional worker carrying out repairs or other work at the Service Site.

Time spent working on the Service Site will be paid in 15-minute increments.

Time in and time out is the actual time that the Contractor is signing in and out at the facility office. If no-one is on the Service Site to sign Service Reports, a call must be made to the ER&S Customer Service Centre on arrival, and departure, of the facility.

Time off the Service Site for the purchase of materials or arranging or collecting special tools or plant will not form part of the work duration for the purpose of payment. If the Contractor is waiting for a delivery of materials to the facility, and all other work for that service has been exhausted, an approval must be sought from the ER&S Customer Service Centre to allow this to occur.

The ER&S Customer Service Centre may approve exceptions where it is determined, in consultation with the Customer's Representative, that the time off the Service Site is abnormal or extraordinary for reasons beyond the control of the Contractor.

Where the time off the Service Site to obtain urgently needed materials or special tools to complete the Services may be considered for payment, the Contractor is to contact the ER&S Customer Service Centre for directions.

Where payment for time off the Service Site has been approved by the ER&S Customer Service Centre, the Service Report for the work is to detail the date the ER&S Customer Service Centre approved the payment for time off the Service Site, the reasons for the time off the Service Site and the duration of the time off the Service Site. The Customer's Representative is to certify that the time off the Service Site was reasonable.

NOTE – Glazing: Where window and security grilles or screens must be removed and reinstalled to allow access to replace the glazing, payment of the amount tendered at

item 3.4.134 of Part C schedule 3.4 will be made for each grille or screen removed and reinstalled. This item is not payable for the removal or replacement of flyscreens. No additional or separate payment will be made for that work.

18 Materials Required to Complete the Services

The Contractor shall provide all materials necessary to complete the Services.

Normal trade materials are to be available on the Contractor's vehicle for immediate repairs. These materials may include, but are not limited to, glass, adhesives, sealants, screws, nails, battens, power outlets, cleaning chemicals, drainage pipes, sand cement and key blanks.

Materials used in the Services shall conform to "like for like". Exceptions would be where legislation prevents the use of the same materials or the same material can no longer be obtained and an equivalent is not available or the existing is unsuitable for the safe and full operation of the item to be repaired. The ER&S Customer Service Centre is to be notified in these cases prior to commencement of the Services. Materials are to be made available to substantiate these exceptions.

The Customer will reimburse the Contractor the net price (i.e. after deduction of all discounts received and excluding GST) plus the Contractors 'mark up' percentage as tendered for the materials used in the repair.

Copies of invoices, substantiating the material costs, are to be provided to the ER&S Customer Service Centre for all individual items. For materials where costs exceed \$100, and under \$100 when requested, copies of invoices are to be provided to the ER&S Customer Service Centre. Copies of documentation used to calculate cost of materials or special tools/plant taken from Contractor's stock supply must be submitted with the claim for payment.

NOTE - Contractors not passing on discounts, overstating materials or labour used will be in breach (see Part D Clause 15).

19 Engagement of Sub-Contractors to Complete the Services

The Contractor shall provide all Sub-Contractors necessary to complete the Services.

Sub-Contractors applicable to each of the trades or services within the Contractor's Agreement are to be supplied by the Contractor and included in the tendered rates.

Other trade/service Sub-Contractors included in the Contractor's Agreement are to be provided at the tendered rate for that trade/service.

Copies of invoices, substantiating the specialist Sub-Contractor's costs, are to be provided to the ER&S Customer Service Centre.

The Contractor will be liable for any acts or omissions of any Sub-Contractor or any employee or agent of the Sub-Contractor as fully as if they were the acts or omissions of the Contractor and will indemnify and release the Principal and the Customer from any liability or loss resulting from the acts or omissions of any Sub-Contractor.

This clause will not merge on the completion or earlier termination of the Contract.

20 Hire of Special Tools or Plant Required to Complete the Services

The Contractor shall provide all tools, plant and normal access equipment necessary to complete the Services.

Normal trade tools, plant and access equipment applicable to each of the trades or services within this Agreement are to be supplied by the Contractor and included in the tendered rates. Normal trade tools, plant and access equipment are to be available on the Contractor's vehicle for immediate use in the Services.

The Customer will reimburse the Contractor the net price (i.e. after deduction of all discounts received and excluding GST) for the hire of approved special tools or plant required to complete the Services.

Copies of invoices, substantiating the hire cost, are to be provided to the ER&S Customer Service Centre. ER&S will only pay the markup when the claim is supported by external providers invoices.

Special Tools or Plant Owned by the Contractor:

The Contractor is to submit a full list of all "Special Tools or Plant" to which the Contractor possesses and owns under their respective business, where they intend to charge hire costs for any such items. This list is to be submitted with the Contractor's Tender or when requested. The list must identify, in the form of a schedule, all specific items that the Contractor proposes to hire, including the capacity or specification of the item along with all proposed hire charges. These hire charges will be assessed and determination made as to the value against current market rates. If a determination is made that the submitted hire charges are fair and reasonable and subsequently accepted by the Customer, then these will be the accepted hire charges for these items. The surcharge mark-up for these items will not apply. The Contractor is to submit any increase to these hire charges to the Customer if/when required for assessment.

Any claim for payment by the Contractor for hire of any owned special tools and plant by the Contractor where no schedule of hire costs have been submitted and subsequently approved by the Principal will be rejected.

Special tools or plant can include, but not be limited to:

- a) Excavation or demolition equipment
- b) Lifting equipment or material handling devices
- c) Pumps, concrete saws, air compressors and associated equipment
- d) Scaffolds over 4m erected by qualified persons, elevated work platforms or travel towers

Approval from the Customer's Representative via the ER&S Customer Service Centre will be required where special tools or plant is required to be hired for any repair work or service.

Where approval has not been given for special equipment to be hired, payment will not be made for the hire costs.

Contractors not passing on discounts or overstating the hire costs will be in breach (see Part D Clause 15).

NOTE – PLUMBING

Mechanical Drain Clearing Plant, which include, but is not limited to, Electric Eels, Rota Roota, Portable High Pressure Water Devices, for the purposes of this Agreement, these types of plant will be deemed as normal tools of trade when dealing with works of this nature i.e. blocked sewerage systems and stormwater systems.

Materials, Specialist Subcontract or Special Hire Costs Mark Up

The Customer will pay the accepted percentage mark up on the cost of Materials and Specialist Subcontracts (not included in the Contractor's Contract) or the cost of approved Hiring of special tools or plant used for the service.

Personnel associated with the wet hire, erection, relocation, removal or any other activities associated with the hire are to be included in hire costs.

NOTE - All Personnel, including Sub-Contractors, on the Service Site are to be noted on the Service Report(s) for that job.

21 Quotations

Quotations for work are to be submitted ONLY when requested by the ER&S Customer Service Centre. Activities related to the provision of quotations, are not chargeable under this Contract. When the quotation is received within the ER&S Customer Service Centre, a new Work Order will be allocated to the Contractor to charge a one (1) hour call out fee for quoting only. This call out fee is not to be included in the quote submitted.

Quotations for work are to be submitted ONLY to the ER&S Customer Service Centre, NOT to the Customer's Representative at the Service Site. When quotations are requested, a full Scope of the Services is to be provided along with the total cost to complete the works, together with a labour/material break-up in the format provided in this Schedule 7. All costs are to be GST exclusive. Quotations are to be submitted within 7 working days from the request.

NOTE - All quotations are to be submitted in type print format. Hand written quotations will not be accepted.

The ER&S Customer Service Centre will contact the Customer's Representative to make a determination regarding the quotation. The ER&S Customer Service Centre will inform the Contractor of the decision. Where the decision is to carry out work, the ER&S Customer Service Centre will allocate an authority number. This number is to be quoted by the Contractor when making the claim for payment.

Where this authority number is *not* quoted, no payment will be made. Where this authority number *is* quoted, payment will be limited to the agreed value of the quotation. When a quotation for the Services is accepted through the ER&S Customer Service Centre, the works shall be deemed to form part of this Agreement.

The Contractor is to complete the work as soon as possible after receiving approval from the ER&S Customer Service Centre.

The Contractor is to complete the Service Reports as described in Clause 10.

NOTE - Quotations may be called on a competitive basis using the panel of Contractors. Quotations may be sought for single jobs valued to \$50K.

22 Environmental Management

Incident Reports

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

Immediately notify the ER&S Customer Service Centre of any pollution incident that may cause material harm to the environment, providing evidence that notification requirements of the Protection of the Environment Operations Act 1997 (NSW) have been met, as applicable.

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

23 Ecologically Sustainable Development

23.1 Restricted Timbers

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

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

24 Waste Management

Contractors shall implement waste minimisation and management measures, including:

- a) recycling and diverting from landfill surplus soil, rock, and other excavated or demolition materials, wherever practical;
- b) 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

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

Dockets (receipts) will be required to substantiate tipping was conducted in accordance with this Clause 24.

Monitoring

The Contractor shall monitor and record the volumes of waste and the methods and locations of disposal.

Contractors are to submit to the ER&S Customer Service Centre, when requested, a summary report on the implementation of waste management measures, including the record of waste volumes and their methods and location of disposal.

Contractors must report immediately to the ER&S Customer Service Centre the details of any waste from the Service Site which has been conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.

25 Protection of Existing Flora

Protect from all damage all trees and other plants that are shown or specified to be retained, or which are beyond the limits allowed to the Contractor or which need not be removed or damaged for maintenance or construction operations. All grassed areas are to be fully restored to levels and growth as existing.

26 Prohibition on Smoking

Smoking is not permitted on any Service Site, at any time.

27 Standards

Where the Agreement requires compliance with a standard or Code, unless otherwise specified that Standard or Code shall be the one current at the date of completion of the Services.

28 Register of Contractor's Personnel

The Contractor is to maintain a register of all personnel who will carry out any part of the Services.

The Contractor is responsible for submitting the register to the Principal within 28 days of the time of acceptance.

The register is to be maintained regularly to keep it up to date and is to be submitted for inspection by the ER&S Customer Service Centre at three (3) monthly intervals as advised by the ER&S Customer Service Centre.

The register is to include but not be limited to:

- a) All details about the employee
- b) Date and persons who have been issued photo identification cards.
- c) Date identification cards returned.
- d) Date Induction Session (in accordance with Part F Clause 29) was conducted and lists those in attendance
- e) Material presented at the induction session
- f) Details of training and licences
- g) Dates and certificates awarded at all courses attended as required by statutory regulations or site-specific requirements (e.g. Code of Conduct When Working in Facilities Used by Children, Rail Industry Safety Induction (RISI) Certificate, etc.)

When claims for payment are being processed, the Contractor identification number noted on the Service Reports will be checked against the register of Contractor's personnel, and if the person is not noted on the register, no payment will be made for their time on the Service Site.

29 Induction of Contractor's Personnel

The Contractor is to induct all personnel involved in the Services in all aspects of the Agreement.

The induction of personnel is to include but not be limited to:

- a) Operation of the Agreement
- b) Occupational Health and Safety
- c) Service Site Access and Responsibilities
- d) Code of Conduct When Working in Facilities Used by Children
- e) Wearing of Identification Cards

30 Protection of Children and Other Vulnerable Persons

The Contractor must obtain completed and signed Prohibited Employment Declaration and Consent to Screening forms from all Personnel and Sub-Contractors. The Contractor must also sight the originals of identity documents. The Contractor shall submit these documents to the Principal together with a list of Personnel and Sub Contractors.

A listing of Personnel and Sub-Contractors to be screened shall be forwarded to the Employment Screening Unit (ESU) of the Department of Education and Training by the Principal.

The results will be advised to the Contractor for its records and/or actions.

The Contractor must not employ a person or permit a person to be employed on work under the Agreement at the Service Site/s unless the Contractor has provided the personal particulars and a consent to employment screening in the form instructed by the Principal.

31 Photographic Identification Cards

The Contractor is to provide all staff, employees and Sub-Contractors' staff attending all Service Sites with an identification card as authorisation to carry out work on the Contractor's behalf.

This must take the form of an ER&S Identification (ID) Card including the authorised person's name and photograph. Special application for access to a specific Service Site may be granted at the option of the ER&S Customer Service Centre in consultation with the Customer's Representative on the Service Site in case of extenuating circumstances.

All Contractors' Personnel must wear their ID Card in a prominent easily seen position on their person at all times.

Contractors' Personnel must present this card on request from the ER&S Customer Service Centre, the Customer's Representative, School Staff, Police or Security Patrol Officers.

By obtaining this card the Contractor is declaring that the cardholder has completed an induction into the Code for working on or near facilities used by Children.

An ER&S ID Card can be obtained from the Principal at a nominal cost per employee/subcontractor. In addition, it is a requirement that the following forms are fully completed by each employee/Sub-Contractor of the Contractor:

- Heritage and Building Services Contractor Photo ID Card;
- Department of Commerce Code for Working On or Near DET, DOCS, Juvenile Justice, Sport & Recreation and other Facilities Occupied or Used by Children
- Prohibited Employment Declaration
- Working with Children Background Check Consent

The Contractor shall ensure all Identification Cards are registered and monitored and that cards for persons no longer authorised are returned to the ER&S Customer Service Centre immediately. The Contractor shall submit a copy of the register to the ER&S Customer Service Centre when requested.

Cards issued will expire at the nominated completion of the Agreement period.

NOTE: No payment will be made for persons attending the Service Site that are not in possession of, or recorded as having been issued ID cards. Current Contractors engaged under this Agreement who hold cards with an expiry date of 2009 do not need to have them renewed until advised by the Principal.

32 Temporary Services Required by the Principal

No Customer will provide temporary services to the Contractor.

The Contractor may use, free of charge, water and electricity from the existing outlets within the premises, subject to the use of those services not disrupting the normal operation of the premises in any way, not causing any associated problems such as overloading and not being abused or misused. Generally, only single-phase power is available.

The Contractor is to liaise with the Customer's Representative before connecting to any such service to ensure that no disruption occurs and to ensure that access to them does not adversely impact on other aspects of the premises such as safety, security, free movement of staff etc.

The Contractor must satisfy itself that the existing water and electrical services meet its needs and, where required, supplement them from other sources. The cost of providing any additional services is deemed to be included in the Agreement rates. Power supply to a remote area may require special plant to be provided and where approved by the ER&S Customer Service Centre, the reason for its need is to be noted on the Service Report PRIOR to sign off by the Customer's Representative.

33 Interruption to Services

Where there is a possibility of interruption to any service, the Customer's Representative is to be notified of the time and likely duration of the disruption to normal services. The Contractor must notify the ER&S Customer Service Centre when the disruption to any service is likely to exceed four (4) hours or affect the whole facility. Notification is to be given to the Fire Brigade if the water service will be turned off for a duration longer than 24 hours.

34 Site Access and Limitation General

The Customer or persons authorised by the Customer will continue in possession and occupancy of the Service Site. All Service Sites are occupied and must be able to continue to operate with a minimum of disruption.

Internal and external access, including for pedestrian traffic, must be maintained throughout the facility. Where alternative arrangements are proposed/nominated to execute the Services, the Contractor must do so in liaison with the Customer's Representative and can do so in consultation with the ER&S Customer Service Centre.

The Contractor is to plan and execute the Services to minimise the duration and extent of such disruption through close liaison with the Customer's Representative.

The Contractor is to liaise with the Customer's Representative regarding suitable access routes, times to minimise disruption to the operation of the Service Site and any other limitations which may be applicable.

The Contractor is responsible for providing and maintaining access to the Services and the Service Site where disturbed by the Services.

As far as practicable, the Contractor is to use existing roads and tracks. If access is gained from an adjacent property, the Contractor must obtain the written permission of the owner.

The Contractor is to install temporary barricades, fences, gates, signs, temporary access bridges, lighting, etc. necessary for the safety of workers, staff, occupants of the premises and the general public at all times. The Contractor shall maintain such devices for the full duration of the Services.

34.1 Attendance at the Service Site

Prior to attending the Service Site for all response times, except two (2) hour emergency response, the Customer's Representative is to be contacted and a time confirmed PRIOR to arriving on the Service Site.

All Contractors, Sub-Contractors and Personnel attending the Service Site must report their presence to the Customer's Representative immediately on arrival. Each and every worker on the Service Site is to enter details and personally sign in and out at each Service Site in the Site Visit Log Maintenance Book. This is to be the actual time that the Contractor is at the Service Site, signing in and out of the Service Site. The time that the Contractor signs in and out shall match that specified on the Service Report and be the basis for the calculation of the Contractor's time on the Service Site.

The Contractor is to comply with the Customer Representative's security procedures including any changes to security procedure for the particular Service Site and is to obey all directions given by the Customer's Representative.

All Personnel when attending a Service Site must at all times wear their photographic identity card in a prominent easily seen position on their person. Entry to the Service Site will be refused if the ER&S approved identity card is not worn.

The Contractor is to advise the Customer's Representative of the activities proposed, the likely duration of the Services and is to resolve any issue regarding disruption to the normal activities at the Service Site.

Contractors and Sub-Contractors are to abide by the Department of Commerce Code for Working on or near DET, DOCS, Juvenile Justice, Sport & Recreation and other

Facilities Occupied or Used by Children. The Code states “All persons must read and certify that they have read and understood the Code before commencing work and/or entering premises used by children.” The Contractor is to ensure all persons who are performing duties under this Agreement have read the Code and certified their understanding of the requirements contained in the Code and have agreed to abide by the Code.

35 Sites with Heritage Significance

Contractors should be aware that sites can have heritage significance that can extend to and include fences, walls, trees, paving, etc, NOT JUST BUILDINGS.

The Contractor must ensure that all of its Personnel and Sub-Contractors' Personnel are aware that some Service Sites or parts of Service Sites have been identified as having heritage significance. In such circumstances, the Contractor should take care to preserve the heritage.

It is critical when carrying out work on Service Sites which have heritage significance that the following is adhered to by the Contractor:

- a) When components, sub-assemblies or minimum replacement sections are to be replaced, they must be exact replicas of the original (matching profile of timber, matching roof or floor tiles, etc.). If difficulties are experienced obtaining exact replicas, advise the ER&S Customer Service Centre immediately.
- b) Stonework, especially sandstone, often has heritage significance. Care should be taken in matching mortar and materials.
- c) Cleaning of masonry to reveal deterioration or to remove harmful substances or graffiti should be carried out with care using low-pressure water jets with soft bristle brushes. Abrasive blasting and the use of power tools to clean joints are not permitted.

36 Advertising Signs & Sign Boards

The Contractor will not display or erect any advertising signs at any Service Site without the written approval of the Principal.

37 Care of the Services and Other Property

From and including the date the site is made available to the Contractor until the date of completion of the Services, the Contractor is responsible for the care of the Services, construction plant and items entrusted to the Contractor by the Customer for the purpose of the Services.

The Contractor is to make good at the Contractor's expense any damage that occurs to the Services while responsible for their care.

The Contractor is to indemnify and keep the Customer indemnified against any loss or damage to the property of the Customer (including existing property in, about or adjacent to the Services) and against any legal liability for injury, death or damage to property of others arising from the performance of the Services.

Nothing in this Clause 37 relieves the Customer from liability for the Customer's own default and defaults of others for whom the Principal is liable.

38 Quality of Work

The Contractor is to supply materials (which are new, free from defects and suitable for the purpose) and use standards of workmanship and work methods which are in conformity with the Agreement, the Building Code of Australia, relevant Australian Standards, in DET Service Sites, the DET standard and all lawful requirements of Commonwealth and State legislation and subordinate regulations, ordinances, by laws, orders and proclamations.

39 Nominated Defects Liability Period

The Nominated Defects Liability Period is 13 weeks from the date of completion of the Services.

40 Existing Services

40.1 Location of Existing Services – Dial Before You Dig

The Contractor is responsible for locating existing services.

Before commencing excavation the Contractor must obtain, from the “Dial Before You Dig” information service or all relevant public authorities or owners of underground services, written confirmation of the exact position of underground services at and around the Site, and verify and prominently mark the location of all underground services at the Site.

40.2 Dealing with Existing Services

Existing services (such as drains, watercourses, public utility, telecommunications, and other services) obstructing the Works or if damaged in the course of the Agreement, must be dealt with as follows:

- a) if the service is to be continued: repair, divert, and relocate as required;
- b) if the service is to be abandoned: cut and seal or disconnect and make safe as required

40.3 Resulting Cost and Delay

Where an existing service obstructs the Works and requires diversion or relocation, the Contractor must notify the ER&S Customer Service Centre immediately with a description of work and estimated cost to carry out the diversion or relocation. When approved, an approval number will be given.

Where the Contractor for any reason whatsoever damages an existing service, the Contractor shall bear all costs and any delays for repairing or disconnecting the service.

40.4 Notification

The Contractor is to notify the Principal immediately upon the discovery of services obstructing the Works not shown in the Principal’s Documents.

41 Glazing

All Glazing Services shall be treated as Urgent. The Contractor must respond within The allocated response time.

During 'Normal Hours' – 2 Hour Response \$40.00

'Outside Normal Hours' - 2 Hour Response \$80.00

After hours work for Glazing shall be completed by close of business the following working day.

In addition to clause 13 "Claims for Payment", invoices for Glazing shall list the schedule rate items, item number, quantity and total cost.

42 CCTV Requirements

The following details are the minimum requirements when a sewer/stormwater video report is required.

- a) Name of site, copy of the original ER&S Work Order.
- b) Site drawing showing the location of subject in the report.
- c) Pipe size, material, direction & depth. Length from pit to pit or at change of directions (eg: Pit "A" to Pit "B" 100mm V.C.P 15m x 1.5m deep at Pit "A", 2m at Pit "B").
- d) Location, depth of pits & all access points numbered.
- e) Extent of damage.
- f) Type of ground cover eg: concrete, bitumen, grass etc.
- g) Possible or actual cause.
- h) In-Line colour video or CD x 2 copies.
- i) Hard copy report with colour photographic evidence and description of problem areas including condition of pits & lids. Photographs to be extracted from in-line videos.
- j) Up to date school site plans showing any additional buildings e.g: demountables, sheds etc.
- k) Estimate of costs to rectify your recommendations, including all associated works.
- l) Still colour photos of surrounding area being videoed showing any structures eg: seats, handrails, steps etc.
- m) Other information that the contractor considers useful.

All information contained in the report shall be typed, bound and covered along with A4 size site plans and building drawings/plans. Hand written reports will not be accepted. The report shall be forwarded to the ER&S Customer Service Centre within 48 hours of job completion.

Where a CCTV report is submitted not covering all of the above requirements the report shall be returned to the Contractor and payment shall be withheld until the required information has been provided.

43 Photographs

- 43.1** The contractor shall submit with 48 hours of attending the site, digital photos of all damaged areas
- 43.2** The contractor shall submit within 48 hours of completing the works, digital photos of the completed works.
- 43.3** Photos are to be sent via email to **er&s@commerce.nsw.gov.au** Photo size is to be a minimum of 320 x 240 mega pixels and shall be submitted in either PDF or Jpeg formats. Total e-mail size is not to exceed 5MB.
- 43.4** For administrative purposes, photographs for each job shall be submitted on separate e-mails.

SCHEDULE 1 DEPT OF COMMERCE – CODE FOR WORKING ON OR NEAR DET, DOCS, JUVENILE JUSTICE, SPORT & RECREATION & OTHER FACILITIES OCCUPIED OR USED BY CHILDREN

The Code of Behaviour – *Protection of Children and Other Vulnerable People* (see Part D Schedule 10) applies to all Department of Commerce staff and all Contractors (and their Sub-Contractors), suppliers and consultants, including but not limited to:

- building and maintenance workers;
- cleaners
- suppliers of materials and similar

All persons must read and certify that they have read and understood the Code (see Part D Schedule 10) before commencing work and/or entering school premises.

Any breach of the Code is a serious offence and will lead to disciplinary and/or Contractual action.

All persons must gain permission to enter the school or other facility before commencing work and they may only enter approved areas.

Generally, the following arrangements will apply, unless the senior person at the school or other facility gives written authority to use alternative arrangements:

- 1) all cleaners must sign on the school register before commencing work;
- 2) all Department of Commerce staff, suppliers and Contractors must either sign the Site Register at the Construction Site Office and/or visit the school or facility office and gain the senior person's approval.

All persons must follow all the following rules:

- No talking with, touching or interacting with any children or residents except in a serious emergency or safety situation.
- No use of toilets or amenities - toilets, bubblers, bike-racks, showers, canteens or other facilities at the school/centre. Only approved separate toilets and other facilities are to be used and these must be kept separate from any area used by children.
- The work area must not be able to be used and/or accessed by children. Clear signs and barricades (wherever possible) must be used to prevent any inadvertent and/or unauthorised access.
- Where maintenance and/or cleaning of toilets and similar facilities are necessary, two persons must always be present. Wherever possible, at least one male should be present when male toilets are being maintained/ repainted/ cleaned and at least one female should be present when similar work is being done on female toilets.
- Any concerns about children's behaviour must be immediately reported to a senior Customer Representative, such as School Principal or similar person at DOCS and Juvenile Justice and other facilities.
- An identity card must be kept at all times when on or near the site.
- Tidy clothing must be worn at all times, including a shirt, shorts or trousers, and must be in good condition.

I acknowledge that I have read the *Code of Behaviour-Protection of Children and Other Vulnerable People* (at Part D Schedule 10 of this RFT) and agree to abide by the conditions therein.

EMPLOYER'S COMPANY OR
ORGANISATION NAME

NAME:

SIGN:

_____ DATE: _____

SCHEDULE 2 ADDITIONAL REQUIREMENTS WHEN WORKING IN SCHOOLS

All personnel when attending work in schools must at all times wear their photographic identity card in a prominent easily seen position on their person in addition to any site specific identity symbol.

All personnel must report to the school's administration office on arrival and before departure, to record their visit at the school and to sign the School Maintenance Site Visit Log-book.

Access to Sensitive Areas:

When working in sensitive areas, the Contractor is to erect appropriate signs advising that work is in progress and directing users elsewhere to the closest facilities available.

Special care must be taken when accessing or carrying out work in change rooms, bathrooms, toilets, showers etc. and generally work in such areas in schools is to be undertaken outside normal school hours.

The work may be performed during normal school hours only where alternative facilities are available and with the written approval of the School Principal.

The ER&S Customer Service Centre is to be advised when alternative facilities are not available and that the work required will need be performed at the "outside normal hours" schedule rate.

Note: Normal school hours will vary, depending on the school's timetable. Work may be able to be programmed with the School Principal for early morning, late afternoon or on sports afternoon to enable the repair to be completed quickly and without the additional cost of performing the work at the "out of normal hours" rate. The hours of operation for attending may be clarified with the ER&S Customer Service Centre, when accepting the Work Order.

Access – Generally

The Contractor shall have such access as is necessary to carry out this Agreement but the ER&S Customer Service Centre may at their discretion nominate the particular time for access to a particular part of a building. Any person entering any building shall comply with all directions of the Governor with regard to access to any part of the buildings. The Contractor is to use only such entrances, exits and roads as directed by the ER&S Customer Service Centre and is to take all necessary precautions against any possible theft and vandalism on the Service Site.

Security Clearance

The Contractor shall obtain from the Governor, a security clearance form for each of the persons working on site. The forms shall be completed, signed and witnessed and handed to the Governor, prior to commencement on site. Any changes to the Contractor's personnel will require a Security clearance. This procedure is only necessary for each person on the initial visit.

Security Awareness

All Contractors and their employees who are on site for more than 12 weeks or have regular and ongoing business with the Correctional Centre shall attend a three-day security awareness course. For centres in the Sydney Metropolitan Area the course is conducted at the Corrective Services Academy at Eastwood or at the Metropolitan Regional Office at Long Bay. Enrolment can be arranged by contacting the course supervisor at the above sites. For centres outside the Sydney Metropolitan Area the course is available at the Centre. Contractors should allow for this cost in their tender. In the case of multiple sites, it will only be necessary to attend one course.

Welding

Before commencing welding work the Contractor shall obtain a 'Hot Work Permit' from the Governor of the Centre.

Special Site Conditions

1. The Contractor may gain access to the Correctional Centre/Correctional Complex between the hours of 7.30 am and 3.30 pm Monday to Sunday, unless otherwise stated in the specification.
2. All vehicles will be inspected on entry and exit at the Governor's discretion.
3. No employee or representative of the Contractor who has a criminal record or who has served a sentence in this Department's institutions will be permitted to enter the Correctional Centre/Correctional Complex or Correctional Centre/Correctional Complex premises.
4. No employer or representative of the Contractor will attempt to make any contact whatsoever with any of the inmates housed at the Correctional Centre/Correctional Complex.
5. The Contractor will have access to one secure area at a time and the attendance of security officers shall be arranged with centre authorities.
6. Owing to Correctional Centre routine and the need to roster officers for attendance on the Contractor, the Contractor is to ensure that the work progresses uninterrupted and generally in a continuous manner.
7. The Contractor will be responsible for the safekeeping of all equipment and materials required to be stored on site. The Department will not be responsible for any equipment or materials lost or damaged while on Departmental property.
8. The Contractor may be held responsible for any damage to Departmental property or personnel due to his negligence in storage of materials and equipment.
9. The Department's on-site personnel will advise the Contractor on security requirements should the Contractor so request.
10. No equipment or materials shall be stored within six (6) metres of perimeter walls.
11. The Contractor shall at all times, comply with the provision of Sections 27A to 27F of the Summary Offences Act 1988 (See attachments)
12. No employee or representative of the Contractor shall wear work dress, uniform, overalls, dustcoats, etc of the colours brown, green or khaki.
13. Keys must NOT be left in vehicles. No weapons, knives, ladders or ropes are to be stored in vehicles or left unattended on any part of the site. Chains and padlocks shall be used to secure such items.
14. The site shall be secured at all times. If the Contractor is given sole access to a site, the Contractor will be held responsible for keeping all gate in and out of the site locked at all times.
15. Reference to Contractors is to be taken as applying to Sub-Contractors.
16. Prior notice is to be given to the Governor so that arrangements for the supervision of power activated fixing devices can be made.
17. All gas-powered nail guns are to be registered with the Governor.
18. All cartridges for power activated fixing devices are to be counted in and out of the secured areas of the Centre Complex by the Governor or the Governor's nominated representative.

Sections 27A to 27F of Summary Offences Act 1988

Offences relating to places of detention.

27A Definitions

In this Part:

Correctional officer means:

- a) A correctional officer (within the meaning of the Crimes (Administration of Sentences) Act 1999), or
- b) A person holding an authority under section 240 of the Crimes (Administration of Sentences) Act 1999 to perform custodial duties.

Inmate has the same meaning as it has in the Crimes (Administration of Sentences) Act 1999, and includes an offender who is detained in a periodic detention centre.

Place of detention means a correctional centre, correctional complex or periodic detention centre within the meaning of the Crimes (Administration of Sentences) Act 1999.

27B Trafficking

1. A person must not, without lawful authority, bring or attempt by any means whatever to introduce into any place of detention any spiritous or fermented liquor.

Maximum penalty: imprisonment for 6 months or 10 penalty units, or both.

2. A person must not, without lawful authority, bring or attempt to by any means whatever to introduce into any place of detention any poison listed in Appendix D of Schedule Four, or in Schedule Eight, to the Poisons List in force under the Poisons and Therapeutic Goods Act 1966.

Maximum penalty: imprisonment for 2 years or 20 penalty units, or both.

3. Section 40 of the Poisons and Therapeutic Goods Act 1966 applies to proceedings for an offence under subsection (2) in the same way as it applies to legal proceedings under that Act

4. A person must not, without lawful authority, bring or attempt by any means whatever to introduce into any place of detention a quality of any prohibited drug or prohibited plant within the meaning of the Drug Misuse and Trafficking Act 1985 that constitutes a small quality (or constitutes less than a small quality) of the drug or plant concerned within the meaning of that Act.

Maximum penalty: imprisonment for 2 years or 50 penalty units, or both.

5. Section 43 of the Drug Misuse and Trafficking Act 1985 applies to proceedings for an offence under subsection (4) in the same way as it applies to legal proceedings under that Act.

6. In respect of an offence under this section, a correctional officer may exercise the powers of arrest of a police officer.

27C Introduction or supply of syringes

1. A person:

- a) who brings or attempts by any means whatever to introduce a syringe into a place of detention, or

- b) who supplies or attempts by any means whatever to supply a syringe to an inmate who is in lawful custody,

Is guilty of an offence

Maximum penalty: imprisonment for 2 years.

2. A person is not guilty of an offence of bringing or attempting to introduce a syringe into a place of detention if the person satisfies the court that the officer in charge of the place of detention had consented to the person's bringing or introducing the syringe into the place of detention.
3. A person is not guilty of an offence of supplying or attempting to supply a syringe to an inmate in lawful custody if the person satisfies the court:
 - a) that the supply was authorised on medical grounds by a registered medical practitioner, and
 - b) if the inmate is in lawful custody in a place of detention, that the officer in charge of the place of detention had consented in writing to the supply.
4. In respect of an offence under this section, the powers of arrest of a police officer may be exercised by a correctional officer.
5. While absent from a place of detention in any of the circumstances referred to in section 38 (1) of the Crimes (Administration of Sentences) Act 1999, an inmate is taken to be in lawful custody for the purposes of an offence under this section only if the inmate is being escorted by a correctional officer (within the meaning of that section) or a police officer.

In this section, **syringe** means a hypodermic syringe, and includes:

- a) anything designed for use or intended to be used as part of such a syringe, and
- b) a needle designed for use or intended to be used in connection with such a syringe.

27D Unlawful possession of offensive weapons and implements

1. A person must not, without reasonable excuse (proof of which lies on the person), have in his or her possession an offensive weapon or implement in place of detention.
Maximum penalty: imprisonment for 2 years or 50 penalty units, or both.
2. If a person is convicted of an offence under this section, the court may, in addition to any penalty it may impose make an order that the offensive weapon or implement be forfeited to the Crown, and the weapon or implement is forfeited accordingly.
3. In this section, offensive weapon or implement has the same meaning as it has in the Crimes Act 1900

27E Miscellaneous offences

1. Any person who without lawful authority:
 - a) loiters about or near any place of detention, or
 - b) enters or attempts by any means whatever to enter any place of detention, or
 - c) communicates, or attempts by any means whatever to communicate, with any inmate,
 is guilty of an offence.
2. Any person who without lawful authority:
 - a) delivers or attempts to deliver anything to an inmate, or
 - b) brings or attempts to bring anything into a place of detention, or

- c) conveys or attempts to convey anything out of a place of detention, or
- d) receive or attempts to receive anything for conveyance out of a place of detention, or
- e) secretes or leaves anything at any place (whether inside or outside a place of detention) for the purpose of its being found or received by an inmate,

is guilty of an offence.

Maximum penalty: imprisonment for 2 years or 20 penalty units, or both.

3. In respect of any offence referred to in subsection (1) or (2), the powers of arrest of a police officer may be exercised by a correctional officer.

Maximum penalty: imprisonment for 2 years or 20 penalty units, or both.

4. In respect of any offence referred to in subsection (1) or (2), the powers of arrest of a police officer may be exercised by a correctional officer.

27 F Time within which proceedings may be taken

Proceedings for an offence under this Part that are taken by the Commissioner of Corrective Services may be commenced at any time within 6 months from the time when the facts first come to the knowledge of the Commissioner.

Prosecutions under sections 37 and 38

38A Proceedings for an offence against section 37 or 38 may be commenced within six months from the time when the facts first come to the knowledge of the Commissioner.

Impersonating a correctional officer

38B A person who impersonates a correctional centre officer is guilty of an offence.

Maximum penalty: 10 penalty units or imprisonment for 6 months, or both.

SCHEDULE 3 ADDITIONAL REQUIREMENTS WHEN WORKING ON RAILCORP SITES

Contractors are responsible for ensuring that all personnel have a "Rail Industry Safety Induction (RISI) Certificate" including special training to enable staff to work in the underground rail system. The NSW Department of Transport or an approved agent issues the certificate under special provision of Part 2 Division 2 of the Rail Safety Act 2002.

All personnel will be required to pass a test for vision, colour sense and hearing and have read and signed the safety rules.

All personnel will be required to sign off and on in the work register, which must be co-signed by the RailCorp Supervisor.

Should the Site Engineer deem the personnel unsuitable, the Contractor shall supply alternative personnel immediately.

Contractors and Sub-Contractors are to abide by the RailCorp OH&S Management Plan for work on RailCorp sites.

RAILCORP PROTOCOL (EXPLAINED)

1. Minimum Qualifications of Contractors

All Department of Commerce Contractors (and their personnel) working on a RailCorp Site must be trained and assessed as competent, as a minimum, for the qualifications relating to Rail Industry Safety Induction (RISI).

All Contractors MUST carry this certification with them at all times whilst working on a RailCorp Site.

All Contractors must comply with the NSW Government OHS&R Management Systems Guidelines, 3rd Edition, November 1998 and any subsequent edition (OHS&R Management System Guidelines) and with the Occupational Health & Safety Regulations 2001 and the Rail Safety Act 2002.

2. Reporting to RailCorp Personnel

Contractors MUST report to the Contact on Site before commencing any work and on leaving the site.

The Contractor and each of its personnel must report to the Contact on Site prior to proceeding to the work area and on leaving the site.

3. Unmanned Sites

- 3.1 Where work is to be carried out at an unmanned site, the Contractor and its personnel must ensure that there is a minimum of two (2) persons at an unmanned site at any time during which work is being carried out. Any person at an unmanned site during the execution of the Work Order must be the Contractor's personnel or other person approved by the Contact on Site.

The procedure applying to unmanned sites is as follows:

- a) The Contractor and its personnel (or any other person approved by the Contact on Site) must report to the Contact on Site at the manned station or other place advised by RailCorp ("controlling station").
- 3.2 At the controlling station, the Contractor and its personnel (or any other person approved by the Contact on Site):
- a) will be inducted in relation to the site
 - b) must prepare a Safe Work Method Statement for the Work Order and submit it to the Contact on Site for approval

- 3.3 When a Safety Plan has been accepted by RailCorp, the Contractor and its personnel (or any other person approved by the Contact on Site) may proceed to the unmanned site to undertake the Work Order
- 3.4 Upon arrival at the unmanned site, the Contractor and its personnel (or any other person approved by the Contact on Site) must make an assessment of:
- a) whether and how the conditions on the site differ from those for which the Safe Work Method Statement has been prepared and to which the induction related; and
 - b) the risk to life and to the safe and efficient operation of the railway of the Work Order is undertaken immediately.
- 3.5 If conditions differ to those anticipated and there is no immediate risk to life or the safe and efficient operation of the railway, the Contractor and its personnel (or any other person approved by the Contact on Site) must not proceed with the Work Order and must seek further instruction from the Contact on Site
- 3.6 If conditions from those anticipated and the Contractor and its personnel (or any other person approved by the Contact on Site) considers that there is an immediate risk to life or to the safe and efficient operation of the railway of the work is not undertaken immediately, the Contractor must do such work as can be done safely to make the site safe and remove any immediate risk. The Contractor must then report back to the Contact on Site for further instructions.
- 3.7 If conditions at the unmanned site are consistent with anticipated conditions, the Contractor must carry out the Work Order safely and expeditiously in accordance with the Safe Work Method Statement authorised for that work.

4. Working Near Electrical Infrastructure

All Contractors and their personnel, when undertaking any work near the Electrical Infrastructure, must maintain a minimum safe distance as directed by RailCorp.

A Safety Plan required for any Work Order located near the Electrical Infrastructure must address all associated hazards.

The Contractors and their personnel must ensure that metal objects (steel tapes, ladders, metal-reinforced ladders, scaffolding, cranes etc) DO NOT COME WITHIN 6.0 METERS of the 1500V overhead wiring and associated equipment.

Electrical Infrastructure includes:

- a) high and low voltage conductors, and electrical equipment, on poles
- b) 1500V overhead wiring and associated equipment
- c) electrical conductors buried in the ground, or carried in above-ground troughs
- d) low voltage electrical switch rooms, and
- e) substations containing high voltage electrical equipment

5. Preparation of, and Working to Safe Work Method Statements

A Safe Work Method Statement is required for all Work Orders.

All Safe Work Method Statements prepared must comply with the OHS&R Management Guidelines, all applicable Laws.

The Safe Work Method Statement is to take into account the risks to the health and safety of all people (workers and public) and is to make clear how the identified risks will be managed in carrying out the Work Order.

The Contractor must submit the prepared Safe Work Method Statement to the Contact on Site for review and comment.

Subject to compliance, the work may only proceed AFTER the Contact on Site has indicated that he/she has no comments on the Safe Work Method Statement for that Work Order. If the Contact on Site has any comments, the Contractor must review the Safe Work Method Statement to take account of those comments and re-submit it for further review and comment.

If the Work Order is assessed and is deemed to require work site protection, the Work Order MUST NOT be carried out by the Contractor or its personnel unless a Worksite Protection Plan has been prepared for the site. A Worksite Protection Plan, if required, will be prepared by the Protection Office Level 2 appointed by RailCorp.

6. Incident and Accident Reporting Protocols

Contractors MUST report all incidents, accidents and near misses to the Contact on Site as soon as possible after they occur. Reports must be made of all incidents, accidents or near misses regardless of their severity. Special note must be given in the incident report if the incident, accident or near miss was in or near the "Danger Zone".

Danger Zone means the following sections of the Rail Corridor:

- a) Along rail tracks – everywhere within 3.0 meters horizontally from the nearest rail of any track and any distance above or below this 3.0 meters, unless a safe place exists or has been created
- b) At platforms – the space within the yellow safety line and the platform edge, or where there is no yellow safety line, then the space within 0.5 meters from the platform edge.

On the occurrence of an incident, accident or near miss, the Contractor must cease work immediately and report verbally to the Contact on Site.

Incident Reports are to be submitted on the RailCorp accident report form in the format set out below.

Contractors must provide the Incident Report to the Contact on Site and fax a copy of the Incident Report to the Safety Facilitator nominated below, or to an equivalent person nominated in writing by RailCorp.

Safety Facilitator, Station Operations

Fax – 02 8202 3012 or 02 8202 2889

Department of Commerce must assist RailCorp in investigating any incident, accident or near miss and in reporting to the WorkCover Authority where necessary. The Contractor involved in the incident, accident or near miss will assist both RailCorp and Department of Commerce in the accident investigation process and report to the WorkCover Authority where the investigation shows this is necessary.

7. Auditing of Protocols

ER&S has a responsibility to RailCorp to ensure the above procedures are:

- a) effective
- b) being complied with

Therefore ER&S will be measuring effectiveness and compliance through an audit process.

At this stage the audit process will consist of the following elements:

- a) Random requests to Contractors (Sub-Contractors working on RailCorp sites only) for copies of P01 certification to be faxed by the Contractor to ER&S.
- b) Random requests to Contractors to fax copies of RailCorp signed SWMS/SPP to ER&S.

- c) Random site visits by Department of Commerce nominated auditors.
- d) Contract with RailCorp personnel regarding Contractor performance in this area.

Note: Where the audit process, accident investigations and/or where complaints indicate a breach of these protocols, ER&S will treat the breach of these protocols as a potential breach of Contract and act accordingly.

RAILCORP NOTICE OF INCIDENT, INCLUDING NEAR MISS

RailCorp, Station Operations, Asset Management Group, Room 302 Transport House Wynyard.

Telephone: (02) 9224 4638

Facsimile: (02) 8202 3012

(Please complete and fax to Safety Officer Asset Management within 24hrs)

Company:		Date:	/ /
Site:			
Work Place: Workplace (Location):			
Contact Name and Phone Number:			
Injured Employees/Contractors/Public: Business Group/Contractor/Public:			
Full Name (Surname first):			
Identification Number/Address:			
Job Title:			
Date of Birth:			
Gender:			
Incident Details: Where did the Accident occur (Location):			
Time and date of the accident:			
Time and date injured person ceased work:			
Name of person in charge (Supervisor):			
How did the Accident happen:			
Cause of the Incident:			
Expected period of incapacity:			
Corrective Action: Who is responsible and completion date:			
Title and Signature of Site Manager:		Date:	/ /

SCHEDULE 4 RAIL INDUSTRY SAFETY INDUCTION



Rail Industry Safety Induction

This information has been prepared to inform all RailCorp contractors who are required to enter the Rail Corridor of new Rail Industry Safety Induction requirements.

All contractors working in the Rail Corridor whose activities require them to enter or potentially enter upon the Danger Zone, and who don't hold a Safeworking Certification issued by RailCorp, must hold a Rail Industry Safety Induction (RISI) Certificate.

Currently RISI training is delivered by a number of training providers who issue RISI cards directly to participants upon successful completion of this training.

From 1 February 2009, only RailCorp RISI cards will be accepted by RailCorp. RISI cards issued by external training organisations will no longer be recognised by RailCorp.

It will therefore be necessary for all RISI cardholders to have their existing RISI cards updated to the new RailCorp RISI card.

Will I need to undergo further training to be reissued with the new RISI card?

No additional training will be required, as the learning outcomes of the existing RISI training have remained unchanged.



Can external training providers still deliver RISI training?

Yes, the training can still be delivered by external training providers, but the actual RISI card must be issued by RailCorp.

Are there any additional requirements to obtain a RISI card for the first time?

Yes, all first time applicants for a RISI card will need to satisfy a 100 point identity verification check prior to commencing RISI training.

Because training providers will no longer be able to issue RISI cards on the day of training, applicants should allow a minimum of 5 working days from the date of training for the production of a RailCorp RISI card.

How do I update my current RISI card?

If you currently hold a non-RailCorp RISI card, you may be contacted by the training provider that issued this card.

These training providers can organise the replacement of the existing RISI card. The replacement of the card may incur a small administrative charge.

What should I do if the training provider has not contacted me about the replacement of my RISI card?

If you do not hear from the training provider that issued the original RISI card in the coming weeks, you should contact that training provider to arrange the replacement of your card.

What is the 100 Point Identity Check?

The 100 Point Identity Check is a method used by financial institutions and other organisations such as the RTA to establish the identity of an individual.

To satisfy the 100 Point Identity Check, any applicant for a RISI card will need to acquire 100 points by producing documentation from BOTH primary and secondary categories.

For example, an applicant could use the following documents from the primary and secondary categories to satisfy the 100 point requirement:

One Primary Document such as a Birth Certificate worth 70 points

PLUS

One Secondary Document such as a council rates notice worth 35 points.

A complete list of all acceptable documents and their point value is provided overleaf.



RAIL INDUSTRY SAFETY INDUCTION (RISI) COURSE – INFORMATION

- Training is conducted at 16-24 Elise Street, Burwood or 1 Bridge Road, Belmore.
- On-site training can be arranged on request.
- The course starts at 8:00am and finishes at approximately 4:00pm.
- Cost of the day is \$150.00 per person, inclusive of GST, or \$1200 for a group (max 16 people) please note: all group bookings are subject to availability and confirmation.
- A current medical certificate is required from all attendees.

Enrolment Form and Payment –

Contact ER&S Customer Service Centre to obtain a copy of the Enrolment Form & Medical Forms required.

Please note that your enrolment is pending until we receive full payment by cheque or debit/credit card (Visa, Mastercard, Bankcard) **before the training day**. Cheques need to be made payable to “RAILCORP TRAINING” and posted to the PO Box 265, Burwood, 1805.

Medical Certificate –

Before attending training, trainees must arrange to have a specified medical check-up with one of the ‘**RailCorp approved**’ doctors/health care centres (list provided along with this form). Attendees must ensure that they take the ‘Track Safety Health Assessment Request and Report Form’ (also included) with them to ensure the correct tests are done. It is important they keep their original health assessment forms, as it will need to be sighted at the commencement of any new Agreement or upon demand for auditing purposes as the ‘Rail Industry Safety Induction’ qualification is not deemed valid without a current health assessment form.

What to bring/wear on the day –

- Trainees will need to bring photographic proof of their identity e.g.: Drivers Licence or Passport to receive their qualification, to comply with 100 Point Identity Check.
- Original Health Assessment Forms: Faxes or copies will not be accepted.
- Invoice of payment (if you have paid in person – mail payment invoices can be collected from reception)
- Please wear closed toe shoes (no thongs or sandals) and long pants (no shorts or short skirts)

In addition please familiarise yourself with our cancellation procedures found at the bottom of the enrolment form. We can transfer an enrolment to another person you nominate, but no refund or date transfers can be given if you miss your scheduled training day without giving the college 7 days notice.

If we can be of any other assistance, please do not hesitate to call us on the above phone number. Please find attached enrolment and medical forms.

Kind Regards

RAILCORP TRAINING

RAIL INDUSTRY SAFETY INDUCTION (RISI) COURSE OUTLINE

Qualification

Rail Industry Safety Induction (RISI) Certificate (previously known as Track Safety Awareness).

Course Description

This course is designed to provide participants with the knowledge and understanding of basic safety principles and basic track terminology.

Learning Outcomes

- Comply with Occupational Health and Safety
- Describe basic Track Terminology
- Be responsible for own safety when working on or about the line
- Move to a safe place in sufficient time on approach of a train

Course Duration

1 Day

Who Should Attend

- All new employees and contractors who work on or about the track
- Any person who will work on or about the track
- All those who have previously held a Rail Industry Safety Induction (RISI) Certificate that has now expired

Entry Requirements

Satisfies RailCorp's Medical guidelines for vision colour, sense and hearing

Closed Courses

Closed courses can be arranged and conducted on-site but are subject to availability. There is a maximum of 18 participants for any on-site training conducted and the following resources need to be more available:

- Overhead projector
- Television
- Video
- Whiteboard

SCHEDULE 5 PROCEDURES FOR OBTAINING A DEPARTMENT OF COMMERCE - HERITAGE AND BUILDING SERVICES (HABS) CONTRACTOR PHOTO ID CARD

When seeking Photo ID's for yourself and/or your employees/subcontractors the steps listed below must be followed, which include completion of the following attached four (4) documents by each person:

1. Application for Contractor Photo ID Card
2. Code for working on or near facilities occupied or used by children
3. Prohibited Employment Declaration form
4. Working with Children Background Check Consent form

A photo ID Card application form shall be filled out for each person, with a passport-sized photograph attached. Alternatively, arrangements can be made to have photos taken by HABS staff at our Baulkham Hills office upon submission of all required documents (contact Ph. (02) 9852 0063). JPG files of photos will also be accepted by email at Vena.McGrath@commerce.nsw.gov.au.

Ensure that all of the information requested is supplied. Include a payment of \$15.00 (GST inclusive) for each ID in one of the suggested forms (ie Cheque or Money Order).

It is essential to ensure that the applicant has been inducted in the Department of Commerce Code for working on or near facilities occupied or used by children. They must sign the acknowledgement on the ID Card application form and complete the bottom of the copy of the code/form provided.

It is essential that each applicant meets the Industry OH&S Induction requirements of WorkCover and provides the required documentation as evidence of that Induction (attach copy of Construction Industry OHS Induction card – card number must start with "CGI").

The employer must sight the original forms of identification noted on the application form ie. Passport, licence, etc and check that the passport photo supplied is that of the applicant. Proof of identification must add to a minimum of 100 points as required by the 100 point check under the Financial Transaction Reports Act 1988 (Details attached). The Employer must sight original documents and certify copies and provide these certified copies with the application.

The applicant and the employer must sign the forms. Each person (applicant) shall complete the Prohibited Employment Declaration Form and return with application.

Each person (applicant) shall complete the Working with Children Background Check Consent Form. Photo ID's will expire at the completion of the contract during which they were issued.

If the information required is not supplied or if the forms are not signed, the ID Card will not be printed.

Submit the completed forms, payment and supporting documentation to the address noted below (the card will be manufactured and posted once Screening Unit approval of the applicant is received. Photo will not be returned). The ID card must be worn on site at all times or access to the site may be refused.

If an employee leaves your organisation, return the card to the following address:

Department of Commerce
Heritage and Building Services
PO Box 8320,
Baulkham Hills BC NSW 2153



Paste photo in above box. Photo must be an original and have a light coloured background.
Note: Do not staple



Application for Heritage and Building Services Contractor Photo ID Card

All information requested on the form to be inserted in the spaces provided.

Please also note that the Principal / Director / Owner of the contracting organisation making the application is to sight original proof of ID supplied by the applicant and certify copies prior to forwarding the application form and copies/attachments.

(Expiry Date: 30/07/2010)

Applicant's Details (Please print)

First Name: _____	Surname: _____
Address: _____	
Suburb: _____	Postcode: _____
Trade Classification: _____	Birth Date: ____ / ____ / ____
Type of ID: _____	
(note: proof of identification must add to a minimum of 100 points as required by the 100 point check specified in attached page. The Employer must sight original documents and certify copies and provide these certified copies with this application form)	
Construction Industry OH&S Induction No. (Enter Card number & attach copy) _____	CGI _____ Date of Issue: ____ / ____ / ____

I acknowledge that I have read the Department of Commerce Code for Working on or near DET, DOCS, Juvenile Justice, Sport and Recreation and other Facilities Occupied or Used by Children and agree to abide by the conditions therein.

Applicant's Signature: _____ Date: ____ / ____ / ____

Employer's Details (Please print)

Employer: _____	
Address: _____	
Suburb: _____	Postcode: _____
Phone: _____	Facsimile: _____

I have sighted the required original proof of ID and all the above information is correct. The attached photo is that of the applicant.

Name: _____ Company Title: _____

Signature: _____ Date: ____ / ____ / ____

Method of Payment: Payment of \$15.00 (GST inc.) per person is required with application.

- ☐ Cheque payable to: NSW Department of Commerce
- ☐ Money Order payable to: NSW Department of Commerce

PLEASE ATTACH COPY OF INDUSTRY INDUCTION CARD

**FORWARD COMPLETED
FORM WITH PAYMENT &
ATTACHMENTS TO:**
Department of Commerce
Heritage & Building Services
2 Burbank Place
PO Box 8320
Baulkham Hills NSW 2153

Proof of Identification – 100 Point Check**Identifying the preferred applicant accurately**

Before you request a HABS Photo Identification Card and Working With Children background check you must ask preferred applicants to provide documents to support their identity. This must include original documents adding up to a minimum of 100 points as required by the 100 Point Check under the *Financial Transaction Reports Act 1988*. A copy of these original documents shall be certified by the Employer and provided with the application.

The following lists set out the value of each document according to the 100 Point Check.

70 points

Name of preferred applicant verified from one of the following (more than one document from this list cannot be counted):

- Birth Certificate
- Birth Card issued by the NSW Registry of Births, Deaths and Marriages
- Citizenship Certificate
- Current Australian passport
- Expired Australian passport which has not been cancelled and was current within the preceding 2 years
- Current passport from another country or diplomatic documents.

For a preferred applicant under 18 years, one document from the above list, or the following, is sufficient:

- Identity of the applicant verified by an educational institution, either on a student card or a letter signed by the principal, deputy principal, head teacher, deputy head teacher or enrolment officer, confirming that the applicant currently attends the institution.

40 points

Name and photograph/signature of preferred applicant verified from one of the following (more than one document can be counted):

- Current driver photo licence issued by an Australian state or territory
- Identification card issued to a public employee
- Identification card issued by the Australian or any state government as evidence of a person's entitlement to a financial benefit
- Identification card issued to a student at a tertiary education institution.

35 points

Name and address of preferred applicant verified from any of the following (more than one document can be counted):

- Document held by a cash dealer giving security over property
- A mortgage or other instrument of security held by a financial body
- Council rates notice
- Document from current employer or previous employer within the last two years
- Land Titles Office record
- Document from the Credit Reference Association of Australia.

25 points

Name of preferred applicant verified from any of the following (more than one document can be counted):

- Current credit card or account card from a bank, building society or credit union
- Local council rates notices
- Current telephone, water, gas or electricity bill
- Foreign driver's licence
- Medicare Card
- Electoral roll compiled by the Australian Electoral Commission
- Lease/rent agreement
- Current rent receipt from a licensed real estate agent
- Records of a primary, secondary, or tertiary educational institution attended by the applicant within the last 10 years
- Records of a professional or trade association of which the applicant is a member.

**Department of Commerce - Code for Working on or near
DET, DOCS, Juvenile Justice, Sport & Recreation
And other Facilities Occupied or Used by Children**

- This Code applies to all Department of Commerce staff and all contractors (and their subcontractors), suppliers and consultants, including but not limited to:
 - building and maintenance workers;
 - cleaners
 - suppliers of materials and similar
- All persons must read and certify that they have read and understood this Code before commencing work and/or entering school premises.
- Any breach of the Code is a serious offence and will lead to disciplinary and/or contractual action.
- All persons must gain permission to enter the school or other facility before commencing work and they may only enter approved areas.
- Generally, the following arrangements will apply, unless the senior person at the school or other facility gives written authority to use alternative arrangements:
 - (i) all cleaners must sign on the school register before commencing work;
 - (ii) all Department of Commerce staff, suppliers and contractors must either sign the Site Register at the Construction Site Office and/or visit the school or facility office and gain the senior person's approval.
- All persons must follow all the following rules:
 - No talking with, touching or interacting with any children or residents except in a serious emergency or safety situation.
 - No use of toilets or amenities - toilets, bubblers, bike-racks, showers, canteens or other facilities at the school/centre. Only approved separate toilets and other facilities are to be used and these must be kept separate from any area used by children.
 - The work area must not be able to be used/accessed by children. Clear signs and barricades (wherever possible) must be used to prevent any inadvertent and/or unauthorised access.
 - Where maintenance and/or cleaning of toilets and similar facilities is necessary, two persons must always be present. Wherever possible, at least one male should be present when male toilets are being maintained/repainted/cleaned and at least one female should be present when similar work is being done on female toilets.
 - Any concerns about children's behaviour must be immediately reported to a senior client representative, such as School Principal or similar person at DOCS and Juvenile Justice and other facilities.
 - An identity card must be kept at all times when on or near the site.
 - Tidy clothing must be worn at all times, including a shirt, shorts or trousers, and must be in good condition.

I acknowledge that I have read the above Department of Commerce Code for Working on or near DET, DOCS, Juvenile Justice, Sport and Recreation and other Facilities Occupied or Used by Children and agree to abide by the conditions therein.

EMPLOYER'S COMPANY /
ORGANISATION NAME:

(in block letters)

NAME OF APPLICANT:

(in block letters)

SIGNATURE OF APPLICANT:

Date: / /

This form should be returned to Heritage and Building Services, 2 Burbank Place Baulkham Hills NSW 2153

PROHIBITED EMPLOYMENT DECLARATION



The *Commission for Children and Young People Act 1998* makes it an offence for a prohibited person (a person convicted of a serious sex offence, the murder of a child or a child-related personal violence offence, as well as a Registrable person under the *Child Protection (Offenders Registration) Act 2000*) to apply for or otherwise attempt to obtain, undertake or remain in, child-related employment. It does not apply if an order from the Industrial Relations Commission, Administrative Decisions Tribunal or Commission for Children and Young People, declares that the Act does not apply to a person in respect of a specific offence.

For further information on what is child-related employment see the *Working With Children Employer Guidelines*.

Section 33B of the *Commission for Children and Young People Act 1998* defines a serious sex offence as:

- an offence, involving sexual activity or acts of indecency, committed in New South Wales and that was punishable by penal servitude or imprisonment for 12 months or more; or
- an offence, involving sexual activity or acts of indecency, committed elsewhere and that would have been punishable by penal servitude or imprisonment for 12 months or more, if it had been committed in New South Wales; or
- an offence under section 80D or 80E (sexual servitude) of the *Crimes Act 1900*, committed against a child; or
- an offence under Sections 91D-91G (child prostitution, other than if committed by a child prostitute) of the *Crimes Act 1900* or a similar offence under a law other than a law of New South Wales; or
- an offence under Section 91H, 578B or 578C (2A) (child pornography) of the *Crimes Act 1900* or a similar offence under a law other than a law of New South Wales; or
- an offence of attempting, or of conspiracy or incitement, to commit an offence referred to in the preceding paragraphs; or
- any other offence, whether under the law of New South Wales or elsewhere, prescribed by the regulations.

NOTE: A conviction for carnal knowledge is classified as a serious sex offence under this legislation.

Section 33B of the *Commission for Children and Young People Act 1998* defines a child-related personal violence offence as an offence committed by an adult:

- involving intentionally wounding or causing grievous bodily harm to a child; or
- of attempting, or of conspiracy or incitement, to commit such an offence.

Under *Commission for Children and Young People Act 1998*:

- it is an offence for a prohibited person to apply for or otherwise attempt to obtain, undertake or remain in child related employment;
- employers must ask existing employees, both paid and unpaid, and preferred applicants for child-related employment to declare if they are a prohibited person or not;
- all people in child-related employment must inform their employers if they are a prohibited person or remove themselves from child-related employment; and
- penalties are imposed for non compliance.

I am aware that I am ineligible to apply for or otherwise attempt to obtain, undertake or remain in, child-related employment if I have been convicted of a serious sex offence or child-related personal violence offence as defined in the *Commission for Children and Young People Act 1998*, or if I am a Registrable Person under the *Child Protection (Offenders Registration) Act 2000*.

I have read and understood the above information in relation to the *Commission for Children and Young People Act 1998*. I am aware that it is an offence to make a false statement on this form.

I consent to a check of my relevant criminal records, to verify the statements I have made here, being undertaken by the NSW Commission for Children and Young People for monitoring and auditing purposes in accordance with Section 36 (1)(f) of the *Commission for Children and Young People Act 1998*.

I declare that I am not a person prohibited by the Act from seeking, obtaining, undertaking or remaining in child related employment.

I understand that this information may be referred to the Commission for Children and Young People and/or to NSW Police for law enforcement purposes and for monitoring and auditing compliance with the procedures and standards for the Working With Children Check in accordance with Section 36 (1)(f) of the *Commission for Children and Young People Act 1998*.

All fields must be completed. Please use block letters.

Name: _____

Aliases (previous/other names): _____

Date of birth: _____

Signature: _____ Date: _____

Contact telephone number: _____ Contact Email: _____

NOTE: Seek legal advice if you are unsure of your status as a prohibited person

This form should be returned to Heritage and Building Services, 2 Burbank Place Baulkham Hills NSW 2153

WORKING WITH CHILDREN BACKGROUND CHECK CONSENT



This form is to be completed by persons whose names are to be submitted for employment screening as part of the Working With Children Check.

No background checks can be completed on a person without this consent being provided.

Employers are required to sight applicant's original identifying documents.

All fields must be completed. Please use block letters.

Surname:		Given name(s):	
Previous names/aliases:		Date of birth:	
Place of birth (city, state, country):		Gender: (Please tick) <input type="checkbox"/> Male <input type="checkbox"/> Female	
Identification type (eg. Driver's licence/passport):		Identification number:	
Address:			
Suburb/Town:		State:	Postcode:
Contact telephone number:		Contact Email:	
Title of position (eg. Carpenter):		Type of position: (Please tick)	<input type="checkbox"/> Paid employee

I certify that the above information is accurate and understand that if I have provided false or misleading information it may result in a decision not to employ me, or, if already employed, may lead to my dismissal.

I am aware that if considered for child-related employment, several checks will be undertaken to ascertain my suitability, including:

- a national criminal record check for charges and/or convictions (including spent convictions) for:
 - any sexual offence (including but not limited to, sexual assault, acts of indecency, child pornography, child prostitution and carnal knowledge);
 - any child-related personal violence offence;
 - any assault, ill treatment or neglect of, or psychological harm to a child and any registrable offence;

punishable by imprisonment for 12 months or more.

I understand that this check includes convictions or charges that:

- may have not been heard or finalised by a court; or
 - are proven but have not led to a conviction; or
 - have been dismissed, withdrawn, or discharged by a court.
- a check for relevant Apprehended Violence Orders taken out by a police officer or other public official for the protection of a child/ren;
 - a check for relevant employment proceedings involving an act of violence committed in the course of employment and in the presence of children or reportable conduct. Reportable conduct means any sexual offence, or sexual misconduct committed against, with or in the presence of a child (including a child pornography offence), any child-related personal violence offence, or any assault, ill treatment or neglect of a child, or any behaviour that causes psychological harm to a child.

I understand that a conviction for a serious sex offence (including, but not limited to, sexual assault, acts of indecency, child pornography, child prostitution and carnal knowledge) or child-related personal violence offence (including but not limited to, intentionally wounding or causing grievance bodily harm to a child) will automatically prohibit me from child-related employment. This includes a charge that is proven in court but does not proceed to a conviction. I am aware that if I am a Registrable person under the *Child Protection (Registrable Offenders) Act 2000*, I am prohibited from child-related employment.

I consent to these checks being conducted and am aware that if any relevant record is identified, additional information relating to that record may be sought by an Approved Screening Agency from sources such as courts, police, prosecutors and past employers to enable a full and informed estimate of risk.

I acknowledge that:

- the above information and any information obtained during the Working With Children background check may be collected and used by and/or disclosed to the Commission for Children and Young People or any Approved Screening Agency for the purposes of the Working With Children Check;
- the Commission for Children and Young People or any Approved Screening Agency may share the information obtained during the Working With Children background check with each other to support further estimates of risk arising from additional Working With Children background checks;
- the outcome of an estimate of risk conducted with information obtained through the Working with Children Check by the Approved Screening Agency may be provided to my current or prospective employers or an employer-related body (where applicable) only for background checking purposes;
- details of my relevant records will not be released to my current or prospective employers;
- any information obtained as part of this process may be used by Australian Police Services for law enforcement purposes, including the investigation of any outstanding criminal offences; and
- the information provided may be referred to the Commission for Children and Young People and/or to NSW Police for law enforcement purposes and for monitoring and auditing compliance with the procedures and standards for the Working With Children Check in accordance with Section 36 (1) (f) of the *Commission for Children and Young People Act 1998*.

Name: _____

Signature: _____ Date: _____

ATTACH CERTIFIED COPIES OF FORMS OF IDENTIFICATION AS PER 100 POINT CHECK REQUIREMENTS
This form should be returned to Heritage and Building Services, 2 Burbank Place Baulkham Hills NSW 2153

Form Number: BGF-49

Edition: October 2008 Revision A

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Heritage and Building Services

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Part of Instruction BGI-25

SCHEDULE 6 STATUTORY DECLARATION

	Definitions	Oaths Act (NSW) Ninth Schedule
The Principal is	
The Contractor is	
	ACN/ABN.....	
The Contract is	Contract No.	
	Contract Title.....	
	Dated(Date of Contract) between the party identified as the Principal and the party identified as the Contractor.	
	<i>Declaration</i>	
Full name	I,	
Address	of	
	
	do hereby solemnly declare and affirm that:	
	1	I am the representative of the Contractor in the Office Bearer capacity of
Insert position title of the Declarant	2	I am in a position to make this statutory declaration about the facts attested to.
	REMUNERATION OF CONTRACTOR’S EMPLOYEES ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT	
	3	All remuneration payable to the Contractor’s relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees. Relevant employees are those engaged in carrying out the work done in connection with the Contract. Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees [s127 (6) of the Industrial Relations Act 1996].
	REMUNERATION OF THE EMPLOYEES OF SUB-CONTRACTORS ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT	
	4	The Contractor <i>is/is not</i> a principal Contractor for the work done in connection with the Contract, as defined in section 127 of the Industrial Relations Act 1996. (Delete the words <i>in italics</i> that are not applicable.)
	5	Where the Contractor is also a principal Contractor for work done in connection with the Contract, the Contractor has been given a written statement in its capacity of principal Contractor under section 127(2) of the Industrial Relations Act 1996 by each Sub-Contractors in connection with that work stating that all remuneration payable by each Sub-Contractors to the Sub Contractor’s relevant employees for work done in connection with the Contract to the date of this declaration has been paid, and each Sub-Contractors has made provision for all other benefits accrued in respect of each Sub-Contractor’s employees.
	6	I am aware that the Industrial Relations Act 1996 requires any written statement provided by Sub-Contractors must be retained for at least 6 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

WORKERS COMPENSATION INSURANCE OF THE CONTRACTOR'S WORKERS

- 7 All workers compensation insurance premiums payable by the Contractor to the date of this statutory declaration in respect of the work done in connection with the Contract have been paid. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of that insurance.

WORKERS COMPENSATION INSURANCE FOR WORKERS OF SUB-CONTRACTORS

- 8 The Contractor *is / is not* a principal Contractor for work done in connection with the Contract, as defined in section 175B of the Workers Compensation Act 1987.
(Delete the words *in italics* that are not applicable.)
- 9 Where the Contractor is also a principal Contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 175B of the Workers Compensation Act 1987 in the capacity of principal Contractor in connection with that work to the intent that all workers compensation insurance premiums payable by each Sub-Contractors in respect of that work done to the date of this statutory declaration have been paid, accompanied by a copy of any relevant certificate of currency in respect of that insurance.
- 10 I am aware that the Workers Compensation Act 1987 requires any written statement provided by Sub-Contractors and any related certificate of currency must be retained for at least 7 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

EMPLOYER UNDER THE PAY-ROLL TAX ACT

- 11 The Contractor *is registered as / is not required to be registered as* an employer under the Pay-roll Tax Act 1971.
(Delete the words *in italics* that are not applicable.)
- 12 All pay-roll tax payable by the Contractor in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid.
- 13 The Contractor *is / is not* a principal Contractor for work done in connection with the Contract, as defined in section 31G of the Pay-roll Tax Act 1971.
(Delete the words *in italics* that are not applicable.)
- 14 Where the Contractor is also a principal Contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 31H of the Pay-roll Tax Act 1971 in the capacity of principal Contractor in connection with that work to the intent that all pay-roll tax payable by each Sub-Contractors in respect of the wages paid or payable to the relevant employees for that work done to the date of this statutory declaration has been paid.
- 15 I am aware that the Pay-roll Tax Act requires any written statement provided by Sub-Contractors must be retained for at least 5 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Notes:**1. In this declaration:**

- the words "principal", "Contractor", "employee", "employees" and "relevant employees" have the meanings applicable under the relevant Acts;
- the word "Sub-Contractors" in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and
- otherwise the words "Contractor", "Sub-Contractors", "Supplier", "Consultant", "Sub-Contractors", "supplier" and "consultant" have the meanings given in or applicable under the Contract.

2. * the declaration must be made before one of the following persons:

- (a) where the declaration is sworn within the State of New South Wales:
 - (ii) a justice of the peace of the State of New South Wales;
 - (iii) a solicitor of the Supreme Court of New South Wales with a current practising certificate;
 - (iv) a notary public; or
 - (v) another prescribed person legally authorised to administer an oath under the Oaths Act (NSW); or
- (b) where the declaration is sworn in a place outside the State of New South Wales:
 - (i) a notary public; or
 - (ii) any person having authority to administer an oath in that place.

SCHEDULE 7 ESTIMATES/QUOTATION PRO FORMA

Estimate Form

Contractor:		ER&S Job Number:	
Site:		Location on Site:	

Work Completed to Date: (including current condition of site & date of last visit)		Costs to Date (labour & materials)	\$
Proposed Scope of Works to Complete Repair:			
Number of Men & Hours Required to Complete:		Labour (ex GST)	\$
Hire Equipment Required:		Hire Equipment (ex GST):	\$
Materials Required:		Materials (ex GST):	\$
		Total Cost of Job (CTD + labour + materials + hire equipment):	\$
		GST:	\$
		Total Job Cost:	\$

Quote Form

Contractor:		ER&S Job Number:	
Site:		Location on Site:	

Scope of Works to Complete Job:			
Exclusions		Labour (ex GST)	\$
		Hire Equipment (ex GST):	\$
		Materials (ex GST):	\$
		Total Cost of Job (labour + materials + hire equipment):	\$
		GST:	\$
		Total Job Cost:	\$

SCHEDULE 8 BASIC REPORT PRO FORMA



Basic Report

[Enter Address](#)

[Enter Address](#)

Ph: [Enter Ph. #](#)

Fax: [Enter fax.#](#)

Contractor: _____

ER&S Job No: _____

School Name: _____

Date: _____

Requesting Officer: _____

Phone: _____

Scope of Investigation / Report:

Results of all field and other tests:

Observations made from the detailed inspection, including exhumations and samples taken:

Photographs of the assembly which has reached an unacceptable condition or performance, and any relevant aspects:

Conclusions drawn from the results of the tests and/or inspection:

Findings on the possible and/or probable cause of the unacceptable condition or performance:

Comments on the potential future impact if no remedial action taken, including the impact on other building elements or assemblies of the Facility:

Possible remedies including replacement/repair and their estimated costs and time required:

Effects on the day to day operations of the Facility:

Recommended remedial action, if any, which may include do nothing, repairs, replacement, monitoring or further investigation:

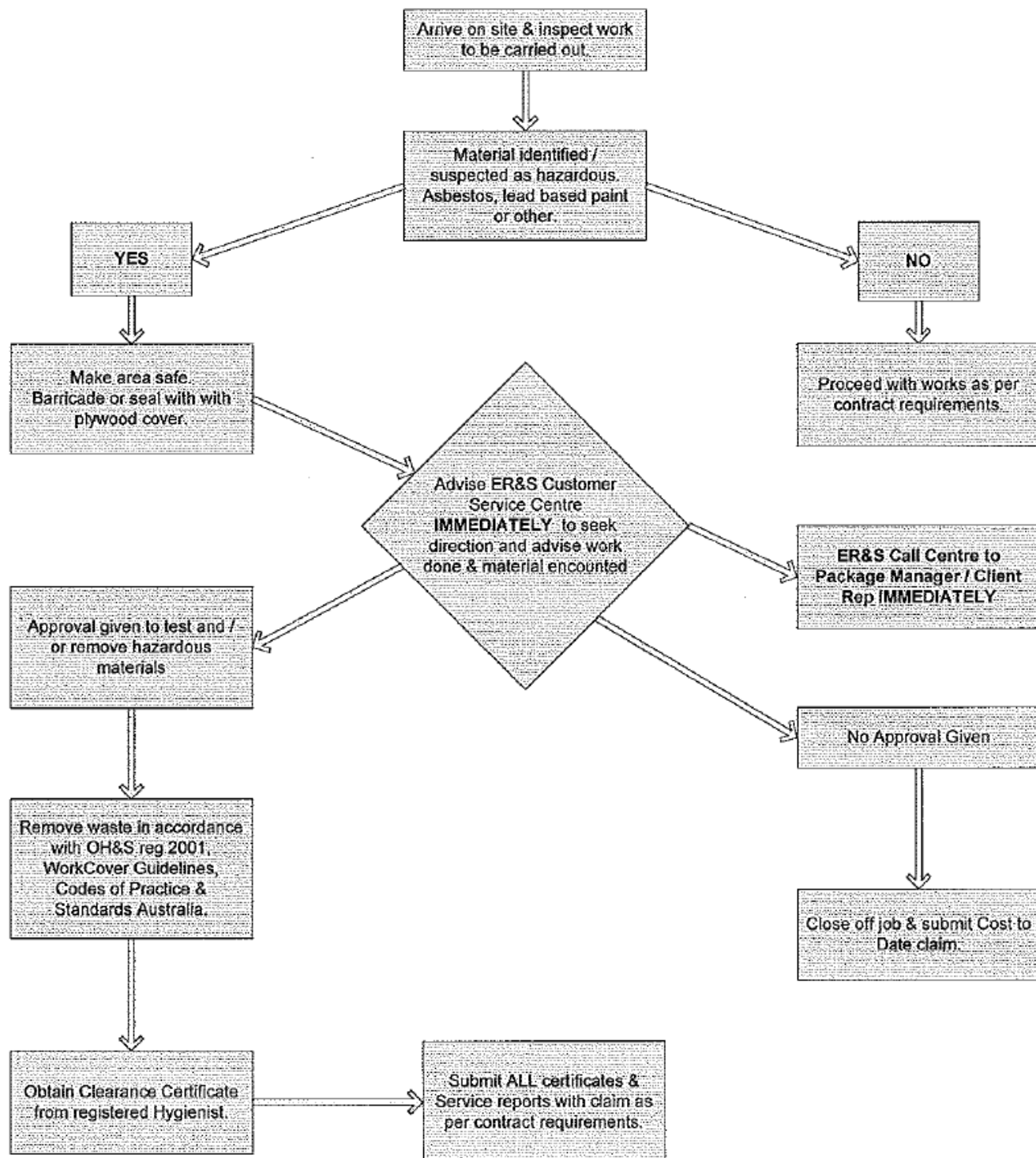
Details of previous reports concerning the same issue:

Contractor Representative (Please Print): _____ Signature: _____
--

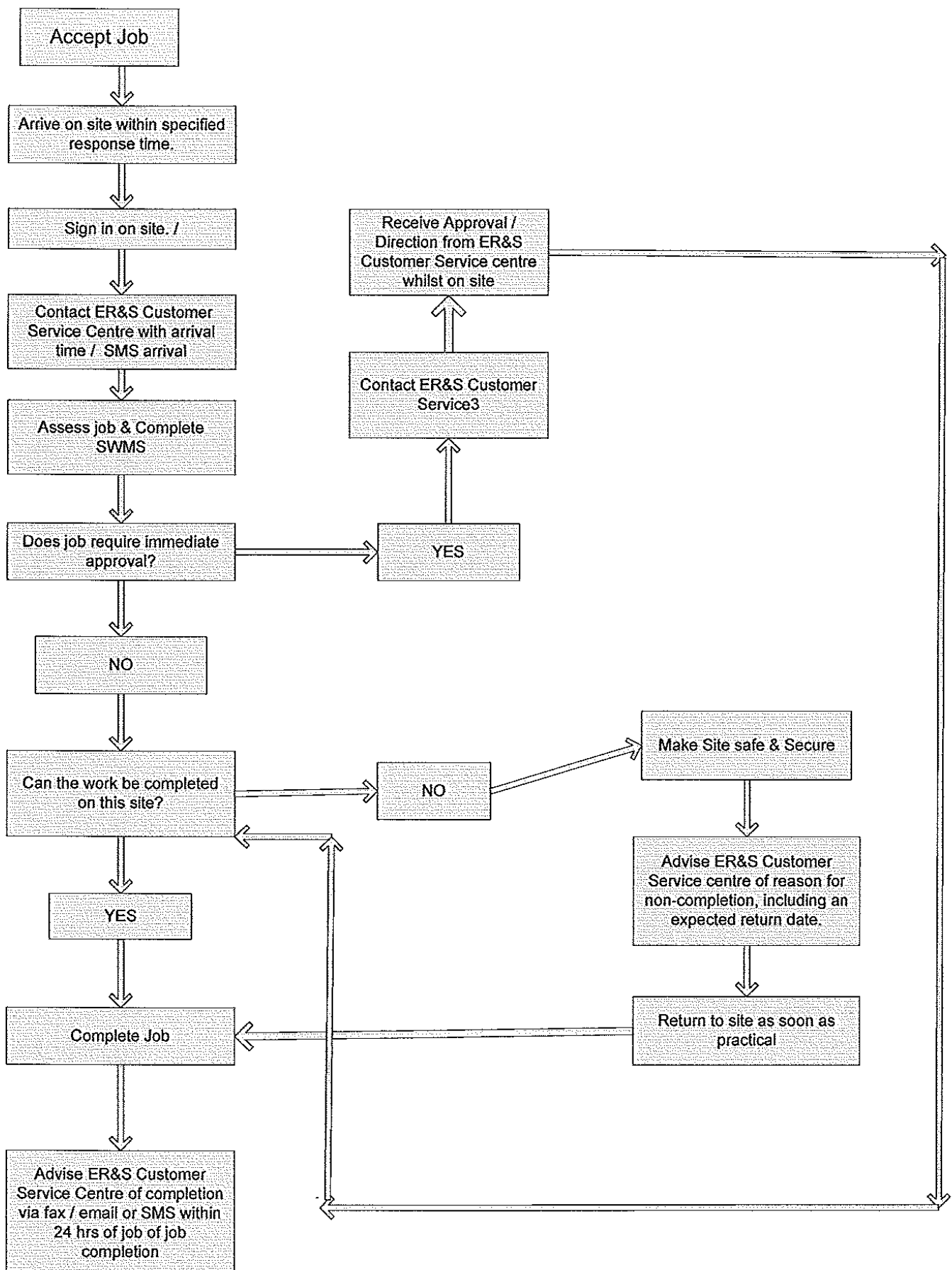
Investigation Report provided for your review. Please advise what further action you require to be taken to address this issue.

SCHEDULE 9 PROCEDURE TO DEAL WITH HAZARDOUS SUBSTANCES

Once the Contractor has Suspected/Identified a material as hazardous they are to contact the ER&S Customer Service Centre IMMEDIATELY.



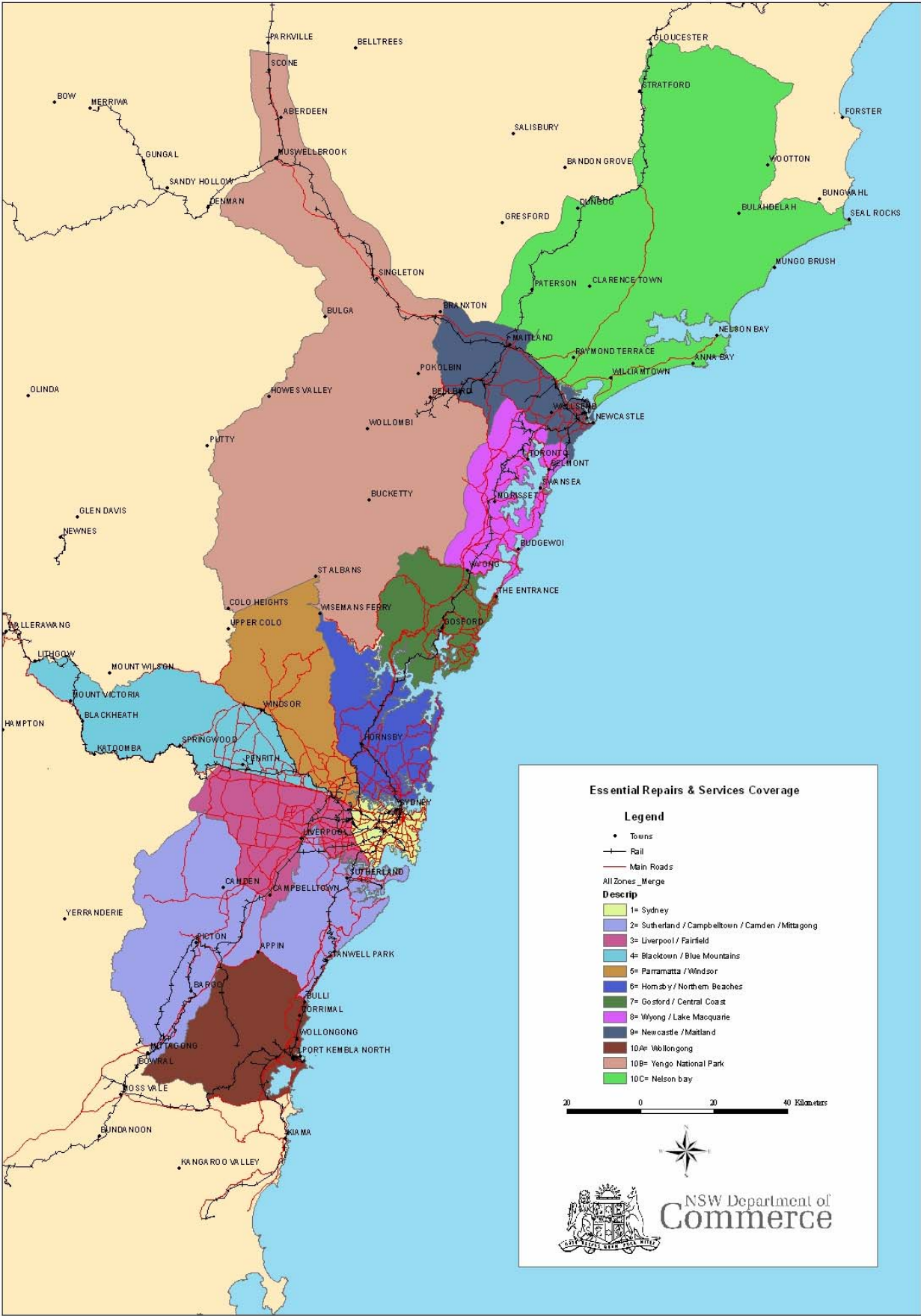
SCHEDULE 10 "WHAT TO DO ON SITE" FLOW CHART



SCHEDULE 11 PAYMENT CHECKLIST

Item	Description	Enclosed
A	All details to identify the job e.g. Work Order Number, Site Name, Location and Description of Work, Work Type	Yes / No
B	Minimum Fee	Yes / No
C	Full Name and trade of each worker on site, including ID Badge Number	Yes / No
D	The times worked and the number of hours worked by each worker	Yes / No
E	Description, quantity and cost of the material used, excluding GST, along with mark up percentage	Yes / No
F	Description, quantity and cost of the special tools, plant and equipment used, excluding GST, along with mark up percentage	Yes / No
G	Authority number if issued for additional workers, work in excess of the Nominated Value Amount or where work is completed as a result of a quote	Yes / No

SCHEDULE 12 ZONES



List of Zones

<p>Zone 1 Sydney</p> <p>Botany Bay west to Tom Ugly's Bridge. North along ring road 3 to Parramatta River, East to Port Jackson</p>
<p>Zone 2 Sutherland / Campbelltown / Camden / Mittagong</p> <p>Botany Bay west to Campbelltown following the Georges River. North west to Wallacia via ring road 69 South to Mittagong following the Nattai River North to Wilton following the Nepean River North East to Appin via Wilton Rd South East to Bulli Via Appin Rd (69) & Princess Hwy (60) North from Bulli to Port Jackson.</p>
<p>Zone 3 Liverpool / Fairfield</p> <p>From Tom Ugly's Bridge following the Georges River west & south west to Campbelltown, then ring road 69 north west to Wallacia. Nepean river from Wallacia to Penrith. Great Western Hwy east to Centenary Drive.</p>
<p>Zone 4 Blacktown / Blue Mountains</p> <p>Centenary Drive west to Lithgow via Great Western Hwy (44). North-East to Kurrajong via Bells Line of Road. South east to Richmond Station via Kurrajong Road. Following the railway line South East to Blacktown. Following the railway line South East from Blacktown to its intersection with the Great Western Hwy at Granville.</p>
<p>Zone 5 Parramatta / Windsor</p> <p>Following the railway line North West from its intersection with the Great Western Hwy at Granville to Blacktown Station. Following the railway line North west to Richmond. North to Putty Rd via Comleroy Rd North to Colo Heights via Putty Rd East from Colo Heights to St Albans South to Wiseman's Ferry via Settlers Rd South to Dural via Old Northern Rd South East along New Line Rd to Boundary Rd Boundary Rd South East to the rail line at Pennant Hills and south to Parramatta river</p>
<p>Zone 6 Hornsby Northern Beaches</p> <p>Port Jackson north to Palm Beach West along Hawkesbury river to Wiseman's Ferry South to Dural via Old Northern Rd South East along New Line Rd to Boundary Rd Boundary Rd South East to the rail line at Pennant Hills and south to Parramatta river. East along Parramatta river to Port Jackson.</p>

Zone 7 Gosford / Central Coast

Palm Beach West to Wiseman's Ferry Rd via the Hawkesbury River.
 North via Wiseman's Ferry Rd, Bloodtree Rd & George Downes Drive to Springs Rd.
 East to Yarramalong Rd via Springs Rd, Greta Rd & Bumble Hill Rd.
 East to Tuggerah Lake via the Wyong River
 East from mouth of the Wyong River to The Entrance
 South to Palm Beach.

Zone 8 Wyong / Lake Macquarie

The Entrance North to Redhead point. (Surf Lifesaving club house)
 West along Beach Rd to Steel St, North along Steel St to Redhead Rd.
 North along Redhead Rd to Ocean St / Dudley Rd.
 North West to Pacific Hwy (111).
 South West to Warners Bay Rd. West to Bayview St, to King St.
 North along King St / Macquarie Rd to Main Rd (128)
 Following State Rd (128) Main Rd / George Booth Drive to Freeway (1)
 South to Wyong River via F3 (including 5 kms west of F 3)
 East to the Entrance via the Wyong River

Zone 9 Newcastle / Maitland

North from Redhead point. (Surf Lifesaving club house) to Stockton, including the township of Stockton.
 North west to Hexham Bridge via Hunter River
 North West to Maitland following the Main Northern Railway. (including 5kms North of the rail line).
 North along The New England Hwy (15) to Branxton Station.
 South along State Rd (82) Cessnock Rd / Branxton Rd to Palmers Rd at Freeman's Water Hole.
 East to the F3 Freeway (State Rd (1)).
 North to State Rd (128) George Booth Drive.
 Following State Rd (128) East & South to King St Warners Bay.
 East from King St along Bayview Rd to Warners Bay Rd.
 Warners Bay Rd North East to Pacific Hwy and North to Dudley Rd.
 Dudley Rd / Ocean Rd South East to Red Head Rd.
 South along Redhead Rd to Steel St, South along Steel St to Beach Rd.
 East along Beach Rd to Redhead point.

Zone 10 Out of Zone

If you are willing to travel outside your nominated zones to undertake work in the zones below at your tendered rates please indicate by ticking the appropriate zone 10A, 10B, 10C on the applicable schedule or rates.

10 A

Wollongong

10 B

Yengo National Park / Dharug National Park

10 C

Raymond Terrace / Gloucester / Nelson Bay

SCHEDULE 13 REVIEW CHECK LIST SAFETY MANAGEMENT PLAN (SMP)

THIS SCHEDULE IS NOT REQUIRED TO BE SUBMITTED WITH THE TENDER RESPONSE. IT WILL BE REQUESTED IF YOUR TENDER IS SUCCESSFUL.

CONTRACTOR:	TELEPHONE:
CONTRACTOR MANAGEMENT REPRESENTATIVE:	
PROJECT:	
I have reviewed the Contractor's Safety Management plan and it addresses the criteria of this check list. I recommend that work be allowed to commence. (Print Name and Date) PRINCIPAL'S REPRESENTATIVE (or appointed delegate as per Project Plan)	SIGNATURE:
*Note: <u>For DADHC jobs only</u> , the Safety Advisor will sight the Contractor's Safety Management Plan. This checklist can then be forwarded without a copy of the SMP to the PM for acceptance to allow commencement of work. (Print Name and Date) SAFETY ADVISOR	SMP sighted SIGNATURE
I have checked the completed checklist and sighted the Contractor's Safety Management Plan. I accept the above recommendation to allow commencement of work. (Print Name and Date) PROJECT MANAGER (unless PM also is Principal's Rep, then Regional Project Coordinator/ Senior Project Manager/ Team Leader)	SIGNATURE:

Does the Safety Management Plan:-	Yes ✓	No X
Describe the work to be undertaken?		
Identify the hazards associated with the works?		
Describe the hazard control measures that the contractor will use?		

Statement of Responsibilities

A Safety Management Plan must always include a Statement of Responsibilities. The Contractor must specify the name(s) and position title(s) of the contractor's management representative responsible for all the following.

..... will be responsible for identification of the hazards and assessment of the risks associated with the work, and documentation of the risk control measures to be taken.

..... **will be responsible for** managing compliance with OHS, workplace injury management and workers compensation legislation, regulations, standards and codes, Safe Work Method Statements and the Site Safety Rules

..... **will be responsible for** assessing and monitoring the capability of service providers in the supply chain, and verifying that they meet OHS requirements

..... **will be responsible for** displaying and making Site Safety Rules available to personnel on, and visitors to, the work site

..... **will be responsible for** providing the organisation's service providers with its Site-specific Safety Management Plan and any updates

..... **will be responsible for** managing the OHS communication and consultation provisions in accordance with the regulatory and other requirements

..... **will be responsible for:** conducting site-specific induction, specific work activity safety training and refresher training

..... **will be responsible for** making sure that before starting work on site all personnel attend suitable induction training courses

..... **will be responsible for** preparing, maintaining and making accessible the register of hazardous substances

..... **will be responsible for** managing workplace injury management processes to suit procedures.

..... **will be responsible for** maintaining first aid stocks and providing first aid.

..... **will be responsible for** managing illness/injury and emergency processes to suit procedures

..... **will be responsible for** keeping OHS records.

Occupational Health and Safety Training

General safety training

Training is critical for work on construction sites. The safety of many can be put at risk by personnel not being aware of their responsibilities or the Site Safety Rules, or not following Safe Work Method Statements. Training must build understanding and responsible attitudes as well as knowledge about the Site Safety Rules, and OHS activities, hazards, risks and procedures.

Induction training

Before any person commences work on site they must be provided with OHS induction training. This must cover OHS matters associated with:

- general construction work
- the specific work activities to be undertaken
- the specific work site.

Site-specific induction must explain Site Safety Rules, relevant Safe Work Method Statements, risk management procedures and consultative arrangements at the work site.

..... **will** identify the OHS&R training needs of management, supervisors and other personnel for the contract.

..... **will** arrange for appropriate training including refresher training

..... **will maintain** appropriate records of OHS training provided to personnel for the contract.

Incident management

..... **will** be available (both during and outside normal working hours) to prevent, prepare for, respond to and recover from incidents.

..... **will** ensure that the procedures for contacting these person(s) are communicated and clearly advertised on the work site so that all personnel and are aware of the contact names of visitors.

Site Safety Rules

Contractors must prepare and implement Site Safety Rules, display them on notice boards and other suitable locations on the work site, and provide them to all personnel who may work on the site and visitors to the site. The Site Safety Rules must cover and include, but are not limited to, the following:

Induction and Safety Training	Yes ✓	No X
Before starting work on site all personnel must attend induction training in health and safety aspects of general construction work.		
Before starting work on site all personnel must attend adequate site-specific induction training and induction training for the particular work activity being undertaken.		
All personnel on the work site must attend appropriate refresher training and be involved in regular discussion of work site OHS matters.		
All visitors when on the work site must be accompanied by a person who has received the above training.		
PPE		
All personnel and visitors must wear appropriate personal protective equipment (PPE) when on the work site.		
Access to the site		
All entry to, movement on, passage adjacent to, and exit from, the work site of persons, vehicles and equipment will be controlled in accordance with required procedures		
Illness/Injury and Emergency Procedures		
All first aid facilities and illness/injury and emergency procedures will be clearly identified and used, including reporting illness/injury and incidents.		
Protection of all workers and the public		
Effective barricades, fencing and overhead protection will be used.		
Elevated work		
All work at heights will done in accordance with the relevant legislation, standards, and codes and procedures.		
Electrical work, overhead wiring, installations and equipment		
All electrical work, plant and equipment must comply with OHS and electrical safety legislation, regulations, standards and codes and procedures, including inspection and tagging of leads and power tools.		
The presence and location of all electrical cables will be identified before commencing adjacent work.		
Demolition, excavation, formwork and other structural frames		
All demolition, excavation, formwork and work with other structural frames will be done in accordance with the relevant legislation, standards and codes and procedures.		
Hazardous materials and dangerous goods		
A register of hazardous substances must be kept and maintained for all hazardous substances brought onto the work site		

All hazardous substances and dangerous goods must be used, handled and stored in accordance with requirements.		
Safe working		
All requirements identified will be followed, including fire prevention and housekeeping procedures.		
The consumption of alcohol and illegal drugs is prohibited on the work site		

ACTIONS

1. After the Department's Authorised Person (or delegate) has reviewed the Principal Contractor's Project OH&S Management Plan and completed the Checklist, a copy of the plan and the original checklist is to be forwarded to the Project Manager to complete the sign off process.
2. If the Plan is not considered adequate then seek advice, where necessary, from Regional Procurement Advisor/ Project Manager and/or staff with specialist skill.
3. Advise Contractor in writing to submit revised Plan prior to work commencing
4. Receive/ review revised Plan.
5. If adequate, allow work to commence; if inadequate review, return to (2).
6. If the Plan is still inadequate (after review), raised the issue with Senior Contractor Management representatives.

Contractor's Signature: _____

Name: _____
(in block letters)

Organisation Name: _____

SCHEDULE 14 REVIEW CHECK LIST SAFE WORK METHOD STATEMENTS (SWMS)

THIS SCHEDULE IS NOT REQUIRED TO BE SUBMITTED WITH THE TENDER RESPONSE. IT WILL BE REQUESTED IF YOUR TENDER IS SUCCESSFUL.

CONTRACTOR:	TELEPHONE:
CONTRACTOR MANAGEMENT REPRESENTATIVE:	
PROJECT:	
ACTIVITY / TASK	
I have reviewed the Safe Work Method Statement certified by the Principal Contractor and consider that it adequately covers the items listed below. _____ (Print Name and Date) PROJECT MANAGER or appointed delegate as per Project Plan (and as referenced in the Contract Administration Brief for Programs Branch Projects)	SIGNATURE:

Certified SWMS submitted by the Principal Contractor, received 14 days before the construction work for which it applies must as a minimum address the following:

Is the Safe Work Method Statement:	Yes ✓	No X
Certified by the Principal Contractor's Management Representative as complying with OH&S legislation?		
On the organisation's letterhead and show the name and registered office address of the organisation?		
Signed and dated by a senior management representative of the organisation and those who participated in developing the Safe Work Method Statements?		

Does the Safe Work Method Statement include the following?	Yes ✓	No X
A description of the work to be undertaken		
The step-by-step sequence of activities and tasks involved in doing the work		
The potential hazards and risks associated with each step of the work		
The safety controls that will be put in place to minimise these risks		
Precautions to be taken to protect health and safety.		
Health and safety instructions to be given to persons involved with the work.		
Identification of the applicable sections of OHS, workplace injury management and workers compensation legislation, regulations, codes, standards and procedures applicable to the work, and where these documents are kept		

Does the Safe Work Method Statement include the following?	Yes ✓	No X
The names and qualifications of those who will: ➤ Supervise the work. ➤ Inspect and approve work area, conditions work methods, protective measures, plant, equipment and power tools for use ➤ Independently certify certain aspects of the work, eg. formwork.		
A description of what training is given to people involved with the work.		
The names of those who will be or have been trained in the work activities described in the Safe Work Method Statements, and the names and qualifications of those responsible for training them.		
Identification of the resources, plant and equipment that is most likely to be used on the work site, such as ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguishers, tools and materials		
Details of any WorkCover permits required to complete the work and where they are kept		
Details of the inspection and maintenance checks that will be, or have been, carried out on the plant and equipment listed for use..		

SAFE WORK METHOD STATEMENTS

Safe Work Method Statements must be prepared and implemented for all work activities assessed as having OHS risks. Particular attention should be paid to work activities with a high safety risk e.g:

- Electrical installations and power tool (including explosive power tools) use;
- Scaffolding, formwork and temporary supports;
- Moving plant and work near traffic;
- Unloading materials and equipment;
- Excavations and trenching, particularly deeper than 1.5 metres;
- Work at heights, particularly over 3 metres;
- Confined spaces
- Hazardous substances, including handling asbestos;
- Demolition work;
- Use of explosives;
- Gas installations;
- Work near public places; and
- Work involving drowning risks.

All the organisation's service providers must be directed to comply with the Safe Work Method Statements that they have been provided with or they have developed. Safe Work Method Statements must be maintained and kept up to date. All relevant personnel must be consulted, provided with access to copies of it, and retrained in its use, when a Safe Work Method Statement is changed.. Safe Work Method Statements should be attached to or incorporated into the associated Site-specific Safety Management Plan and kept up to date.

Contractors' Signature: _____

Name: _____
(in block letters)

Organisation Name: _____

WorkCover Extract - Preparing safe work method statements

The Regulation requires Safe Work Method Statements where the cost of the work undertaken exceeds \$250,000 or for high-risk work (see definitions section). Most work with moving plant is defined as high-risk work.

Even when not legally required, safe work method statements (SWMS) are a good way of demonstrating your risk control measures.

In developing safe work method statements, work activities that have safety risks must be identified, the risks must be assessed, and means to eliminate or control the risks must be adopted.

Principal contractors and sub-contractors (contractors) are required to submit SWMS. Many contractors submit 'Technical Procedures' for carrying out construction work processes as SWMS. These documents are often not a SWMS as required for the purpose of assessing risks. A SWMS must be submitted to the main contractor prior to commencing on-site work.

A SWMS requires the work method to be presented in a logical sequence. The hazards associated with each process are to be identified, and the measures for controlling these hazards specified.

Break down each job into a series of basic job steps, to identify the hazards and potential accidents in each part of the job. The description of the process should not be so broad that it leaves out activities with the potential to cause accidents and prevents proper identification of the hazards. It is not necessary to provide fine detail of the tasks.

A 'hazard', may be either intrinsic or inherent, existing or potential, an unsafe condition and/or an unsafe act, eg. a dangerous location, an unsafe (hazardous) work process, or a potentially hazardous task as a stage of the construction work process.

Where risks cannot be eliminated, the 'hierarchy of control measures' must be applied. Personal Protective Equipment is the least preferred approach. In some situations a combination of control measures may need to be used. References to legislation, codes of practice or Australian Standards is not an acceptable alternative for the elimination or control of risks; the actual procedure or control must be documented.

Special Work Processes involving inherent hazards that require special safety equipment must be referred to as the Safe Work Practice to be incorporated in the Standard Work Procedure – e.g. *'When grinding or disc cutting, safety spectacles or goggles **and** a full face shield shall be worn'*.

The SWMS should nominate the occupations and number of employees required to safely perform the task(s). Safety and/or skills training provided, or required, prior to commencing work is to be identified, together with any special qualifications, permits, licenses, certificates of competency the employees require under Regulation. Copies of such documents and training records should be provided with the SWMS.

The SWMS must specify the type/capacity and description of the plant that is to be used. Employees of the workforce should be involved/consulted in the development of any SWMS.

The Site Safety Induction should ensure that all persons involved in carrying out the work understand the SWMS.

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RISK ASSESSMENT RECKONER	HOW LIKELY IS IT TO BE THAT BAD?			
HOW BAD IS IT LIKELY TO BE?	++ Very likely: could happen at any time	+ Likely: could happen some time	– Unlikely: could happen, but very rarely	–Very unlikely: could happen but probably never will
Kill or cause permanent disability or ill health ☹	1	1	2	3
Long term illness or serious injury !!!	1	2	3	4
Medical attention and several days off work !!	2	3	4	5
First aid needed !	3	4	5	6

(Adapted from WorkCover NSW HAZPACK Worksheet)

Please identify the risk involved and place the rating number in the “Rating” Column on prior pages. The numbers show you how important it is to do something. i.e. ratings 1-3 are to be considered high risk, 4-6 are low risk. Environmental risks are to be listed on prior pages but a rating is not required for these risks.

Provide a description of what training is given to people involved with the work →		WorkCover permits and licenses required to complete the work and where these are kept ↓ (to be shown at site induction)
List the names and qualifications of those responsible for training them →		
Identify the resources, plant and equipment that will most likely be used on site eg. ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguishers, tools & materials ↓	List the details of the inspection and maintenance checks that will be or have been carried out on the plant and equipment ↓	Signatures of staff who have read and understand the work activities described in the Safe Work Method Statement ↓
List the names of person(s) responsible for supervising/inspecting work ↓		
Person(s) responsible for site supervision of the work, inspecting and approving work areas, work methods, compliance with SWMS, protective measures, plant, equipment and power tools		
Name: _____	Position: _____	Signature: _____ Date: _____

* Where the Department is the Construction Manager or involves Wages Workforce activities the SWMS form part of the Project OHS Management Plan or Site Specific Safety Management Plan