

Summary File ONLY

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**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED
FOR YOUR INFORMATION TO DECIDE WHETHER TO
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.



**Tender Document
for**

**Contract title: Facade Cleaning at Newcastle Government
Office Building for the State Property Authority**

Contract number: 0800005

01/2008

Mini Minor Works Contract

Tender Form

MMW

Tender Closing Details:

Tender Closing Time:

9:30 am

Tuesday 5th February 2008

Tender Box Address:

eTendering Only

Tender Facsimile Number:

eTendering Only

eTendering Website Address:

<https://tenders.nsw.gov.au>

The Contractor: (insert details)

A.B.N

Contractor's authorised representative:

postal address:

e-mail address:

Tel:

Fax:

hereby tenders to:

State Property Authority

The Principal:

Principal's authorised representative:

Andrew Simms

postal address:

State Property Authority
C/ Five D Holdings
GPO Box 5471
Sydney NSW 2001

e-mail address:

andrew.simms@fived.com.au

Tel:

0420 314 276

Fax:

02 8220 8800

to perform the work for: Facade Cleaning at Newcastle Government Office Building for the State Property Authority, Contract number 0800005 in accordance with this Tender Form, the Conditions of Contract, the Details of the Works and Addenda numbered: **Newcastle GOB Cleaning Specification.pdf**

Contract Period:

6 weeks

Contract Sum:

for the lump sum, including GST of:
(insert details)

[

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)

OHS Management Capabilities:

Three contracts/projects completed within the last two years demonstrating successful management of OHS:

Signed for the Contractor by (Authorised Officer):

Name (in block letters):

Date:

In the office bearer capacity of:

T1. Tenderers must comply with the NSW Government *Code of Practice for Procurement*, which is available at: www.treasury.nsw.gov.au/procurement/cpfp_ig

Lodgement of a tender is evidence of the tenderer's agreement to comply with the Code for the duration of any contract awarded as a result of the tender. If a tenderer fails to comply with the Code, the Principal may take the failure into account when considering this or any subsequent tender from the tenderer, and may pass over the tender.

T2. Refer requests for information about the tender to the Principal's authorised representative shown on the Tender Form.

T3. Tenderers must nominate at least three contracts/projects completed within the last two years that demonstrate their ability to successfully manage occupational health and safety.

T4. The Principal only contracts with recognised and acceptable legal entities. The Principal does not contract with firms under any form of external administration. Any tender submitted by an unincorporated business such as a sole trader, partnership or business name must identify the legal entity that proposes to enter the contract.

T5. Lodge the Tender Form by electronic tendering (to the eTendering Website Address), by the Tender Closing Time, shown on the Tender Form.

If in doubt that the tender will reach the eTendering website before the Tender Closing Time, tenderers may submit their tenders to the following alternative facsimile number before the Tender Closing Time: 02 9372 8974 To lodge the tender electronically, obtain a copy of the Tender Form and lodge the tender through the NSW Government eTendering website at: <https://tenders.nsw.gov.au>. Electronically lodged tenders must be lodged in a file format that can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by this invitation to tender. Any CAD files submitted must be in DWF, DWG, or DXF format that will correctly display and print in Microstation.

T6. The tendered lump sum or rates must include GST if it is payable.

T7. In evaluating tenders, the Principal may take into consideration factors including, but not limited to: whole of life costs; ability to meet requirements of the *Code of Practice for Procurement*; innovation; delivery time; quality offered; previous performance; experience; capability; occupational health and safety performance; industrial relations performance; environmental management performance; community relations; value adding including economic, social and environmental initiatives; and conformity.

Tenders will be assessed using a weighted scoring process based on information provided with the tender. The ratio of price to non-price criteria will be 60:40 The non price-price criteria will be: **There is a mandatory site inspection for all tenderer's at 11:00am, Tuesday 29th January 2008.**

Please send your acceptance of this meeting to andrew.simms@fived.com.au

Tenders submitted without attending this meeting will be considered non-compliant.

Previous Experience

Schedule of OH&S Management Information

Proposed staff & experience

Availability to meet schedule & proposed method

The Principal may consider alternative tenders, provided they meet the scope, functional intent and design concept expressed in the tender document. Where an alternative tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it differs from the requirements of the tender document. Alternative tenders will not be considered unless the tenderer has submitted a conforming tender.

The Principal is not bound to accept the lowest or any tender. Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by the tender document, may be passed over. The Principal may accept tenders that do not conform strictly to all requirements of the tender document.

No tender, or qualification or departure from a contract condition or specification, is accepted unless the Principal gives an acceptance or formal agreement in writing.

T8. By submitting a tender, the tenderer authorises the Principal to gather, monitor, assess, and communicate to other NSW Government agencies or local government authorities information about the tenderer's financial position and its performance in respect of any contract awarded as a result of the tender. Such information may be used by those agencies or authorities in considering whether to offer the tenderer future opportunities for work.

T9. Details of this tender and contract awarded as a result of this tender process must be disclosed in accordance with the: *Freedom of Information Act 1989* (NSW), Premier's Memorandum 2007-01 and NSW Government Tendering Guidelines at: www.managingprocurement.commerce.nsw.gov.au/nsw_government_guidelines/tendering_guidelines.pdf

END OF TENDER CONDITIONS

1 Definitions	<p>.1 Business Day Any calendar day other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December.</p> <p>.2 Contract Sum The Contract Sum is:</p> <p>.1 where the Principal accepted a lump sum, the lump sum;</p> <p>.2 where the Principal accepted rates, the amount calculated by firstly multiplying the rates by their respective quantities in the schedule of rates and then adding those products;</p> <p>but excluding any additions or deductions which are made under the Contract.</p> <p>.3 Principal's Acceptance A notice in writing issued by the Principal to the Contractor accepting the Contractor's tender.</p> <p>.4 Works The whole of the work to be carried out and materials and services to be provided under the Contract.</p>
2 Quality of Work	<p>The Contractor must supply materials (which are new unless otherwise specified, free from defects and suitable for their purpose) and use standards of workmanship and work methods which comply with the Contract, the Building Code of Australia, relevant Australian Standards and Commonwealth and State legislation and subordinate regulations, ordinances, by-laws, orders and proclamations.</p>
3 Standards of Behaviour	<p>The Contractor must comply with the NSW Government Code of Practice for Procurement, which is available at: www.treasury.nsw.gov.au/procurement/cpfp_ig</p>
4 Exchange of information between Government Agencies	<p>The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor and its performance available to other NSW Government agencies and local government authorities. Such information may be taken into account in considering whether to offer the Contractor future opportunities for work for NSW Government agencies or local government authorities.</p> <p>The Principal regards the provision of information about the Contractor to any NSW Government agency or local government authority as privileged under the <i>Defamation Act 2005</i> (NSW).</p>
5 Occupational Health and Safety Management	<p>The Contractor must comply with the NSW Government Occupational Health and Safety Management Systems Guidelines 4th Edition (OHSM Guidelines) and all statutory requirements including the <i>Occupational Health and Safety Act 2000</i> (NSW) (OHS Act 2000) and Occupational Health and Safety Regulation 2001 (OHS Regulation 2001). In the event of any inconsistency, the Contractor must comply with the statutory provisions. Note in particular OHS Regulation 2001 section 207 requiring the Contractor to ensure that electrical work is not carried out on energised circuits or apparatus unless it is in the interests of safety.</p> <p>The Contractor, having responsibility for the construction work at all times until the Works are completed, is appointed principal contractor and controller of the premises for the construction work under Clause 210 of the OHS Regulation 2001, 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 OHS Act 2000 and Chapter 8 of the OHS Regulation 2001.</p> <p>The Contractor must develop and implement a Site-specific Safety Management Plan that complies with the OHSM Guidelines. Do not start construction work before submitting a complying Plan to the Principal. Refer to Contract Schedule - Site-specific Safety Management Plan for minimum requirements.</p> <p>Ensure the following risks are included in the Site-specific Safety Management Plan:</p> <p>This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all occupational health and safety risks under the Contract.</p>
6 Environment Management	<p>The Contractor must implement an Environmental Management Plan for the Works. The Environmental Management Plan must be developed by the Contractor in accordance with Contract Schedule – Environmental Management Plan and submitted to the Principal before commencing the Works.</p> <p>The environmental management requirements of the Contract are additional to statutory requirements and do not limit the powers of the Principal or the liabilities and responsibilities of the Contractor.</p>
7 Care of people and property	<p>The Contractor is responsible for the care of the Works, construction plant and things entrusted to the Contractor by the Principal for the purpose of the Works. The Contractor is to make good at the Contractor's expense any damage which occurs to the Works while the Contractor is responsible for their care.</p> <p>The Contractor must indemnify and keep the Principal indemnified against any loss or damage to the property of the Principal (including existing property in, about, or adjacent to the Works) and against any legal liability for injury, death or damage to property of others arising from the performance of the Works.</p>
8 Insurance	<p>The Contractor must ensure that, before commencing the Works, the Contractor and every subcontractor who is not taken to be a worker employed by the Contractor under the <i>Workplace Injury Management and Workers Compensation Act 1998</i> (NSW) Schedule 1, holds any Workers Compensation insurance required by law.</p> <p>Before commencing the Works, the Contractor must hold insurance, from an insurer and in terms approved by the Principal, covering the Contractor, the Principal and subcontractors, and naming the Principal as an insured, for:</p> <p>.1 Public Liability to an amount not less than \$5,000,000 for any single occurrence; and</p>

	<p>.2 loss or damage to the Works, any temporary works and all materials, constructional plant and other things that are brought onto the site by or on behalf of the Contractor or are entrusted to the Contractor by the Principal, to an insured amount not less than the Contract Sum.</p> <p>The Contractor must maintain all required insurance policies until completion of the Works.</p> <p>If the Contractor fails to effect or maintain any insurance, the Principal may effect the insurance at the Contractor's cost or terminate the Contract.</p>
9 Completion	<p>The Works must reach completion within Contract Period (shown in the Tender Form) after the date that the Contractor is given access to the site.</p> <p>The Works have reached completion when the Works are capable of use for their intended purpose, are free from omissions or defects, and the Contractor has made good the site and its surroundings. The Contractor is to inform the Principal when, in the Contractor's opinion, the Works have reached completion. If the Principal agrees, the Principal will issue a written notice stating the agreed date that the Works have reached completion. That notice will not relieve the Contractor from liability for any omissions or defects.</p>
10 Variations	<p>A Variation is any change to the character, form, quality and extent of the Works that is directed in writing by the Principal. The Contractor must carry out the Principal's direction. The Principal and the Contractor must meet to agree on the reasonable amount payable to or deductible from the Contractor for the Variation. If they do not agree within 14 days after the meeting, the Principal shall assess that amount.</p>
11 Non-conforming Work	<p>The Principal may direct the Contractor to correct work that is not in accordance with the Contract, and the Contractor must correct that work within the time specified by the Principal. If the Contractor does not correct the non-conforming work within the time specified, the Principal may have the work corrected by others. The Principal will assess the reasonable costs of having the non-conforming work corrected by others and the Contractor must pay the Principal those costs.</p> <p>The Principal may accept work that is not in accordance with the Contract. The resulting reasonable increase or decrease in the value to the Principal of the Works, and any other reasonable loss or detriment suffered by the Principal, is to be assessed by the Principal and the amount paid to or deducted from the Contractor.</p>
12 Goods and Services Tax	<p>All prices, rates or other amounts referred to under the Contract must include GST if it is payable.</p> <p>The Principal will issue Payment schedules in the form of Recipient Created Tax Invoices. The Contractor must not issue Tax Invoices in respect of the Contract.</p> <p>The Principal will issue Adjustment Notes in respect of adjustment events known to the Principal. The Contractor must notify the Principal of details of any adjustment event not known to the Principal.</p> <p>Each party warrants it is registered for GST at the time of entering into the Contract, and must notify the other party if it ceases to be registered for GST or to satisfy any requirements for the issue of Recipient Created Tax Invoices.</p>
13 Payment	<p>The Contractor may claim payments for work completed The amount that the Contractor is entitled to claim and be paid is the sum of:</p> <ul style="list-style-type: none"> .1 where the Principal accepted rates, an amount calculated by applying the rates to the quantities of work carried out to the date the Contractor may make the payment claim; .2 where the Principal accepted a lump sum, an instalment of that lump sum which reflects the value of the work carried out to the date the Contractor may make the payment claim; .3 for any additions for which the Principal has approved an amount in writing, an instalment of that approved amount which reflects the value of the additions carried out to the date the Contractor may make the payment claim; and .4 where an amount has been finally determined by an Expert under Clause 13, the amount determined; <p>less payments previously made, the estimated cost of rectifying defects, costs payable by the Contractor to the Principal, and deductions to which the Principal is entitled under or in connection with the Contract.</p> <p>With each claim for payment, the Contractor must give the Principal a Workers Compensation Insurance Certificate of Currency and a completed statutory declaration, in the form provided in Contract Schedule – Statutory Declaration. An amount will not become payable to the Contractor in response to a payment claim unless the required Workers Compensation Insurance Certificate and statutory declaration are submitted.</p> <p>Within 10 Business Days after receiving a payment claim, the Principal is to provide to the Contractor a payment schedule identifying the payment claim to which it relates and stating the payment, if any, that the Principal will be making. If the payment is to be less than the amount claimed, the payment schedule is to indicate why. Within the later of 20 business days after receiving a payment claim or 5 business days after receiving both a satisfactory statutory declaration and Workers Compensation Insurance Certificate, the Principal will pay the Contractor the amount indicated in the payment schedule.</p> <p>All claims whatsoever by the Contractor against the Principal made later than 28 days after the date of the Principal's written notice of completion of the Works are barred.</p> <p>Payment will be made by electronic funds transfer to a bank, building society or credit union account nominated by the Contractor.</p>

14 Disputes

If either party is dissatisfied with an act or omission of the other party in connection with the Contract, that party is to notify the Principal's Agent ; General Manager - Portfolio Management SPA and the other party in writing of a dispute within 14 days of the act or omission. The notifying party is to provide particulars, including the factual and legal basis of any claimed entitlement. If the Contractor and Principal's Agent have not resolved the dispute within 14 days after the notice, the parties may appoint an independent Expert to make a decision on the dispute.

The parties are to share equally the Expert's fees and out-of-pocket expenses and any other costs of the process. Each party is to otherwise bear its own costs.

In making the decision, the Expert acts as an expert and not as an arbitrator and is:

- .1 not liable for acts, omissions or negligence;
- .2 to base the decision on written submissions from the parties, without formalities such as a hearing; and
- .3 required within 35 days of appointment to give the decision in writing, with brief reasons, to each party.

The Expert's decision is binding unless it requires one party to pay the other an amount exceeding \$100,000 and within 14 days of receiving the decision, either party gives notice in writing to the other that the party is dissatisfied. In this case the decision is of no effect and either party may then commence litigation.

If the Expert's decision is binding and requires one party to pay the other party money, that party is to pay the money within 14 days of receiving the decision of the Expert.

15 Suspension

The Principal may direct the Contractor to suspend all or part of the Works and the Contractor is to carry out the direction.

If the direction to suspend work is due to any act or omission of the Principal, the Principal and the Contractor are to meet to agree on the reasonable extra costs payable to the Contractor which resulted from the suspension. If they do not agree within 14 days after the meeting, the Principal is to assess those extra costs.

The Contractor is to recommence the Works as soon as practicable after the Principal so directs.

16 Termination

Without prejudice to any other rights which the Principal has, if the Contractor commits a substantial breach of the Contract, including:

- .1 failing to carry out a direction of the Principal within the time specified;
- .2 not progressing the Works at a reasonable rate;
- .3 failing to effect or maintain any insurance required by the Contract;

the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.

If the Contractor either fails to give a written response within 7 days of receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then:

- .1 the Principal may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties shall be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract; or
- .2 the Principal may immediately take over the incomplete Works by notice in writing, suspend payments due or which would become due under Clause 13, and have others complete the Works. The Principal is to calculate the difference between the costs of having the Works completed by others and the amount of suspended payments held. If the calculation shows a shortfall to the Principal, the Contractor is to pay the amount of the shortfall to the Principal within 7 days of a written demand for payment. If the calculation shows an excess to the Principal, the Principal is to pay the amount of the excess to the Contractor.

END OF CONDITIONS OF CONTRACT

W1 Site Address	<p>The address of the site where the Works are to be performed is:</p> <p>Site name: Newcastle Government Office Building</p> <p>Street address: 117 Bull St Newcastle 2300</p>
W2 Site Access Restrictions	<p>The Principal is to give the Contractor access to the site to commence the Works within 21 days of the Contractor receiving the Principal's Acceptance.</p> <p>The Principal is to give the Contractor sufficient possession of the site to allow the Contractor to perform the Works, but is not required to give the Contractor sole or uninterrupted possession of or access to the site.</p> <p>Unless the Contract provides otherwise, the site is available to the Contractor to perform the Works between 7am and 5pm Monday to Friday but excluding public holidays.</p>
W3 Works Description	<p>.1 The Contractor must do all of the following and must also do anything and provide any item that is necessary to complete the Works. The following Principal's drawings and other documents form part of the Works Description:</p> <p>Newcastle GOB Cleaning - Specification.pdf</p> <p>2 OUTLINE OF WORK UNDER THE CONTRACT</p> <p>Work under the Contract includes, but is not limited to:</p> <p>External cleaning of building, courtyard, stairwells and walls.</p>

END OF DETAILS OF THE WORKS

Definitions

Oaths Act (NSW)
Ninth Schedule

The Principal is State Property Authority

The Contractor is

ACN/ABN.....

The Contract is Contract No.

Contract Title Facade Cleaning at Newcastle Government Office Building for the State Property Authority

dated(Date of Contract) between the party identified as the Principal and the party identified as the Contractor.

Declaration

Full name I,

Address of

do hereby solemnly declare and affirm that:

Insert position title of the Declarant 1 I am the representative of the Contractor in the Office Bearer capacity of

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* (NSW)].

REMUNERATION OF THE EMPLOYEES OF SUBCONTRACTORS ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT

4 The Contractor *is/is not* a principal contractor for the work done in connection with the Contract, as defined in section 127 of the *Industrial Relations Act 1996* (NSW).

Delete the words *in italics* 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* (NSW) by each subcontractor in connection with that work stating that all remuneration payable by each subcontractor to the subcontractor's relevant employees for work done in connection with the Contract to the date of this declaration has been paid, and each subcontractor has made provision for all other benefits accrued in respect of each subcontractor's employees.

6 I am aware that the *Industrial Relations Act 1996* (NSW) requires any written statement provided by subcontractors 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 SUBCONTRACTORS

- 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* (NSW).
- 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* (NSW) in the capacity of principal contractor in connection with that work to the intent that all workers compensation insurance premiums payable by each subcontractor 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* (NSW) requires any written statement provided by subcontractors 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.

Delete the words *in italics* that are not applicable.

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.
- 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.
- 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 2007* (NSW) in the capacity of principal contractor in connection with that work to the intent that all pay-roll tax payable by each subcontractor 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 2007* (NSW) requires any written statement provided by subcontractors 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.

Delete the words *in italics* that are not applicable.

Delete the words *in italics* that are not applicable.

PAYMENTS TO SUBCONTRACTORS

- 16 The Contractor has paid every subcontractor, supplier and consultant all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the Contract.
- 17 The provisions of clause 'SECURITY OF PAYMENT', if included in the Contract, have been complied with by the Contractor.
- 18 The Contractor has been informed by each subcontractor and consultant to the Contractor (except for subcontracts and agreements not exceeding \$25,000 at their commencement) by written statement in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration):
 - .1 that their subcontracts with their subcontractors, consultants and suppliers comply with the requirements of clause 'SECURITY OF PAYMENT', if included in the Contract, as they apply to them; and

- .2 that all of their employees, subcontractors, consultants and suppliers, as at the date of the making of such a statement have been paid all remuneration and benefits due and payable to them by, and had accrued to their account all benefits to which they are entitled from, the subcontractor or consultant of the Contractor or from any other of their subcontractors or consultants (except for their subcontracts and agreements not exceeding \$25,000 at their commencement) in respect of any work for or in connection with the Contract.

19 I am not aware of anything to the contrary of any statutory declaration referred to in paragraph 18 of this declaration and on the basis of the statements provided, I believe the matters set out in paragraph 18 to be true.

20 And I make this solemn declaration, as to the matters aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of
Declarant

.....

declared at

Place

.....

Date

on.....

before me

Signature of
legally authorised
person* before
whom the
declaration is
made

.....

Name and title of
person* before
whom the
declaration is
made

.....

.....

Notes:

1. In this declaration:

1. the words 'principal contractor', 'employee', 'employees' and 'relevant employees' have the meanings applicable under the relevant Acts;
2. the word 'subcontractor' in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and
3. otherwise the words 'Contractor', 'subcontractor', '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 1900* (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.

Contract Schedule – Site-specific Safety Management Plan MMW

In accordance with Conditions of Contract clause - **Occupational Health and Safety Management**, the Contractor must develop and implement a Site-specific Safety Management Plan that complies with the NSW Government [Occupational Health & Safety Management Systems Guidelines 2004](#). Please refer to [How to prepare Site-Specific Safety Management Plans and Safe Work Method Statements](#) (June 2004). Both documents are available from: www.managingprocurement.commerce.nsw.gov.au/system/index_procurement_guideline_documents.doc

The Contractor's Site-specific Safety Management Plan for this contract must:

- ☐ be on the Contractor's letterhead and signed and dated by a senior manager

and must cover:

- ☐ **Statement of responsibilities** – names and positions of people on site who will be responsible for OHS management, with a description of those responsibilities.
- ☐ **Risk Management** – identified hazards associated with each work activity, with the risks assessed and actions proposed to eliminate or minimise the risks and methods for monitoring the risk controls documented. Include OHS risks identified by the Principal.
- ☐ **OHS Training** – arrangements for OHS training, including Induction training and toolbox meetings.
- ☐ **Incident and Emergency Management** – arrangements for managing accidents and near misses, with the name(s) of responsible persons and their contact details, including after-hours contact.

- ☐ **Site Safety Rules** – a copy of the rules, which must be displayed on site, covering as a minimum:
 - ☐ induction and safety training
 - ☐ personal protective equipment
 - ☐ site access and security
 - ☐ illness/injury and emergency procedures
 - ☐ protection of all workers and the public
 - ☐ working at heights
 - ☐ electrical work and equipment and overhead wiring
 - ☐ demolition, excavation, formwork and other structural frames
 - ☐ hazardous materials and dangerous goods
 - ☐ safe working

- ☐ **Safe Work Method Statements** - for activities identified as having an OHS risk, which must:
 - ☐ be on the letterhead of the organisation carrying out the work, showing the name and registered office address of the organisation;
 - ☐ be signed as authorised by a senior manager, and dated

and must describe:

- ☐ work activities to be undertaken, including the step-by-step sequence involved in doing the work
- ☐ potential hazards and health and safety risks associated with each step of the work activity
- ☐ safety controls that will be in place to minimise these hazards and risks
- ☐ all health and safety instructions to be given to persons involved with the work activity
- ☐ safety legislation, codes or standards applicable to the work activity and where these are kept
- ☐ names and qualifications of those who will supervise the work activity and inspect and approve for use work areas, work methods, protective measures, plant, equipment and power tools
- ☐ the training required, and when it was or will be given each person involved with the work activity
- ☐ names of all those involved with the work activity and those who have been or will be or have been relevantly trained, and the names and qualifications of those responsible for training them
- ☐ plant and equipment that will most likely be used in the work activity (eg. ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguishers and the like)
- ☐ any WorkCover permits required to complete the work activity
- ☐ the inspection and maintenance checks that have been or will be carried out on the equipment listed prior to its use.

Contract Schedule - Environmental Management Plan

MMW

In accordance with the *Environment Management* clause, the Contractor must develop and implement an acceptable site-specific Environmental Management Plan in the following form, incorporating additional objectives and actions applicable to the risks and opportunities associated with this contract.

The environmental risk management objectives	The environmental risk management measures:
1. CONSERVATION OF PLANTS & WILDLIFE	
Protection of trees, plants and animals	<input type="checkbox"/> Protect existing trees and plants at and around the Site from damage and do not remove flora without approval from the Principal <input type="checkbox"/> Protect birds, fish and animals at and around the Site from harm and do not remove fauna from the Site without approval from the Principal <input type="checkbox"/> Ensure that animals and plants are not brought onto the Site without the written agreement of the Principal <input type="checkbox"/> Minimise the use of pesticides and herbicides and ensure minimal impact on the environment <input type="checkbox"/> Use site roads or approved access routes for vehicular and equipment access <input type="checkbox"/> Park all vehicles and equipment in designated or approved areas <input type="checkbox"/> Use approved access routes for all pedestrian and goods movements to vehicles, equipment, facilities and construction sites <input type="checkbox"/> The Contractor nominates the following additional measures:
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
2. CONSERVATION OF RESOURCES	
Manage Materials used under contract to minimise: 1. resource use 2. ozone depleting effects 3. detrimental effects on air, water, quality.	<input type="checkbox"/> Minimise the use of imported topsoil <input type="checkbox"/> Reuse all topsoil on site <input type="checkbox"/> Use only timber from sustainable managed sources <input type="checkbox"/> Maximise the use of materials from a sustainable source, that are, and/or can be, recycled <input type="checkbox"/> Use low energy usage construction, fittings and appliances (including heating/cooling and lighting) <input type="checkbox"/> Use low potable water demand fittings and appliances (dual flush toilets, water conserving shower roses and taps) <input type="checkbox"/> Ensure packaging is minimised and recycled <input type="checkbox"/> Minimise the use of solvents, glues, paints and other materials which release odours or vapour <input type="checkbox"/> The Contractor nominates the following additional measures:
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
3. POLLUTION CONTROL	
Vehicles and plant	<input type="checkbox"/> Do not use vehicles or plant producing excessive emissions <input type="checkbox"/> Do not bring vehicles or plant with fuel or oil leaks to the Site <input type="checkbox"/> Wash down vehicles only in areas approved by the Principal. <input type="checkbox"/> The Contractor nominates the following additional measures:

Contract Schedule - Environmental Management Plan

MMW

The environmental risk management objectives	The environmental risk management measures:
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Stormwater is not polluted by cleaning activities and plants/grass are not adversely affected	<input type="checkbox"/> Use only water based, non-toxic paints <input type="checkbox"/> Use only water to clean brushes and rollers <input type="checkbox"/> The Contractor nominates the following additional measures:
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Soil Erosion controlled	<input type="checkbox"/> Install the following sediment control devices prior to commencement of construction: <input type="checkbox"/> The Contractor nominates the following additional measures:
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Soil contamination is not disturbed or released to the environment	<input type="checkbox"/> Establish, in consultation with the Principal, if contaminated soil is present at the site prior to commencing work at the site <input type="checkbox"/> The Contractor nominates the following additional measures:
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Charging and/or disposal of refrigerants meet statutory requirements, eg. for licensing and disposal	<input type="checkbox"/> Ensure procedures are used to meet statutory obligations for the charging and disposal of refrigerants <input type="checkbox"/> Use appropriately trained employees <input type="checkbox"/> Document disposal and retain documentation <input type="checkbox"/> The Contractor nominates the following additional measures:
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Noise impact on neighbours, occupants or users of facility minimised	<input type="checkbox"/> Keep within EPA and Council noise limits <input type="checkbox"/> Use equipment in good repair and condition <input type="checkbox"/> Use noise suppression equipment (eg. silencers on compressors) <input type="checkbox"/> Do not expose workers and visitors to excessive noise <input type="checkbox"/> The Contractor nominates the following additional measures:

The environmental risk management objectives	The environmental risk management measures:
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Trade Waste Licence conditions applicable to the facility are not breached.	<input type="checkbox"/> Ensure procedures are in place to avoid breaches of the trade Waste Conditions (May apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges etc where water is treated with chemicals or where large sediment loads exist) <input type="checkbox"/> The Contractor nominates the following additional measures: <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Air Pollution from dust and emissions minimised	<input type="checkbox"/> Minimise areas of exposed earth <input type="checkbox"/> Use water sprays and/or other means to control dust <input type="checkbox"/> Keep emissions within statutory or required limits <input type="checkbox"/> The Contractor nominates the following additional measures: <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Disposal of waste, including - <ul style="list-style-type: none"> • Packaging materials • Replaced or redundant parts or materials. • Chemicals • Oils and greases from machinery and cooking processes • Paints and solvents including the cleaning of equipment, tools and brushes • Cleaning materials and rags • Other waste, in accordance with statutory requirements	<input type="checkbox"/> Ensure appropriate procedures are used for the disposal of all waste items. EITHER <input type="checkbox"/> Provide valid disposal certificates for each applicable item. OR <input type="checkbox"/> Provide company certification of appropriate disposal of the following: <input type="checkbox"/> The Contractor nominates the following additional measures: <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Emergencies Incidents and spills are contained, and damage to the environment is minimised and rectified with appropriate	<input type="checkbox"/> Ensure emergency procedures are used to manage all reasonably foreseeable harm, including spills and other environmental emergencies <input type="checkbox"/> Agree with the Principal to procedures for handling oil and chemicals before placing on the Site <input type="checkbox"/> Document key contacts

The environmental risk management objectives	The environmental risk management measures:
and approved emergency response procedures	<input type="checkbox"/> The Contractor nominates the following additional measures: <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Compliance Audit Compliance with Principal environmental requirements and, where breaches are detected, rectification of defects within the time period set in the audit process	<input type="checkbox"/> Inspect the Site daily to ensure the appropriate environmental controls are in place and are operating effectively, and to ensure all environmental management requirements are being met <input type="checkbox"/> Cooperate with environmental audits by others <input type="checkbox"/> Rectify any environmental breaches identified within the time frame specified in an audit or by the Principal <input type="checkbox"/> The Contractor nominates the following additional measures: <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
4. RECORDS AND REPORTING	
Records Sufficient documentation to demonstrate: <ul style="list-style-type: none"> • Approved management plans • Training records • Valid disposal certificates and/or company certification of appropriate disposal as applicable • Correspondence with regulators including evidence that the cause of non-compliances has been fixed 	<input type="checkbox"/> Update the contract specific EMP <input type="checkbox"/> Report on the implementation of the contract specific EMP <input type="checkbox"/> Submit Incident reports to the Principal and to regulators where required <input type="checkbox"/> Submit waste disposal certificates or certification of appropriate disposal to the Principal where applicable <input type="checkbox"/> Keep training records for inspection <input type="checkbox"/> The Contractor nominates the following additional measures: <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:
Incident Reporting All environmental incidents are immediately reported to Principal	<input type="checkbox"/> Immediately report all environmental incidents to the Principal <input type="checkbox"/> The Contractor nominates the following additional measures: <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:

State Property Authority
Newcastle Government Office Building
Facade Clean Specification
January 2008

NSW
Lvl 11, 201 Kent St.
Sydney NSW, 2000

VIC
Lvl 16, 385 Bourke St.
Melbourne VIC, 3000

QLD
Lvl 6, 240 Queen St.
Brisbane QLD, 4000

SA
Lvl 2, 100 King William St.
Adelaide SA, 5000

WA
Lvl 1, 150 St. Georges Tce.
Perth WA, 6000

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P PRELIMINARIES AND GENERAL CONDITIONS

To be read with the Technical Specification.

P.1 PROJECT PARTICULARS

P.1.1 THE PROJECT:

Name: Newcastle Government Office Building - Façade Cleaning and Re-sealing Works

Nature: Cleaning of the building and external courtyard wall surfaces.

Location: 117 Bull Street, Newcastle West NSW 2302

Timescale for completion of the work: April 30th 2008

P.1.2 PRINCIPAL:

State Property Authority
Level 1, Bligh House
4-6 Bligh St
Sydney NSW 2000

P.1.3 CLIENT REPRESENTATIVE:

Five D Holdings
L11, 201 Kent St
Sydney NSW 2001

Attn : Mr Andrew Simms Phone: 0420 314 276

P.1.4 PRINCIPAL CONTRACTOR:

The Contractor is appointed the Principal Contractor for the work being carried out by or on behalf of the Principal, and is authorised by the Principal to exercise such authority of the Principal as is necessary to enable to the Principal Contractor to discharge the responsibilities imposed on a Principal Contractor by the NSW Occupational Health and Safety Regulation 2001.

Refer also to clause 2.4 of the Preliminaries of the General Conditions of Contract.

P.2 INTRODUCTION

P.2.1 THE SITE:

The building at 117 Bull Street, Newcastle West is used as a government office and is to remain operational throughout the Works.

The facade generally consists of anodised aluminium framed windows and pre-cast concrete column and facade panels. Joints are currently face sealed, typically with a polyurethane sealant

P.2.2 THE WORKS:

The Works generally consists of cleaning of all the external building areas and courtyard walls, ramp and stair vertical concrete surfaces.

P.2.3 THE SPECIFICATION:

This document is a part prescriptive, part performance specification written in the directive style. Where an obligation is given and it is not stated who is to undertake these obligations, they are to be undertaken by the Contractor.

P.3 THE CONTRACT

P.3.1 CONTRACT:

The form of contract will be the Department of Commerce - Mini Minor Works contract.

There is a mandatory site inspection for all tenderer's at 11:00am, Tuesday 29th January 2008.

Please send your acceptance of this meeting to andrew.simms@fived.com.au

Tenders submitted without attending this meeting will be considered non-compliant.

P.4 PROVISION, CONTENT AND USE OF DOCUMENTS

DEFINITIONS AND INTERPRETATIONS

P.4.1 IN WRITING:

When required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions do so in writing.

P.4.2 APPROVAL (AND WORDS DERIVED THEREFROM):

The approval in writing of the Superintendent unless specified otherwise.

P.4.3 SUBMIT (AND WORDS DERIVED THEREFROM):

Means to the Superintendent unless otherwise instructed.

P.4.4 SUPERINTENDENT:

Superintendent shall mean the Clients Representative as defined in the general terms of agreement, or any other Agent of the Principal as advised by the Principal to the Contractor in writing.

P.4.5 THE WORK:

All work under contract as described in this document and as required to complete the work to the quality required herein.

P.4.6 REFERENCED DOCUMENTS:

Where and to the extent that this specification conflicts with referenced documents, this specification prevail

P.4.9 CURRENCY OF DOCUMENTS:

References to type, approval certificates, catalogues, codes of practice and the like are to the editions, revisions, versions and amendments current one month before tender issue.

References to Australian Standards documents are to the versions and amendments listed in the Australian Standards Catalogue, including updates, current at date of tender issue

DOCUMENTS PROVIDED BY CONTRACTOR

P.4.19 TECHNICAL LITERATURE:

Retain copies of the following on site, readily accessible for reference by all supervisory personnel:

- . • Manufacturers' current technical literature relating to all products to be used in the Works.
- . • Any other documentation required by statutory regulations.

P.5 MANAGEMENT OF THE WORKS

P.5.3 PROGRAMME:

As soon as possible and before starting work on site, prepare in bar chart or other approved form a programme for The Work, which must make allowance for all:

- . • Planning and mobilisation by the Contractor
- . • Subcontractor's work (if applicable)
- . • Trial works
- Hold points and Superintendent's inspections Submit two copies to Superintendent. The programme will become a contract document.

P.5.4 SUPERINTENDENT'S SITE MEETINGS:

The Superintendent will hold site meetings to review progress and other matters. It is envisaged that three meetings will be held during the work. The Superintendent will chair the meetings and take and distribute minutes.

P.5.5 SITE INSPECTIONS:

The Superintendent will carry out site inspections to monitor the general quality of work. Site visits will be conducted as required to, witness hold points, samples, general progress and the like. Give access to the Superintendent and the Superintendent's nominated representatives as required.

P.5.6 NOTICE OF COMPLETION:

Give the Superintendent at least one weeks notice of the anticipated dates of Practical Completion of the whole or parts of The Work.

P.6 QUALITY STANDARDS / CONTROL

MATERIALS AND WORK GENERALLY

P.6.1 GOOD PRACTICE:

Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be:

- . • Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
- . • In accordance with relevant good building practice.

P.6.3 GENERAL QUALITY OF WORKMANSHIP:

Operatives must be appropriately skilled and experienced for the type and quality of work. Submit evidence of training to Superintendent on request.

Take all necessary precautions to prevent damage to the work from rain and other hazards.

SUPERVISION / INSPECTION / DEFECTIVE WORK

P.6.9 DEFECTS IN EXISTING CONSTRUCTION:

Report defects to the Superintendent without delay. Obtain instructions before proceeding with work that may:

- . • Cover up or otherwise hinder access to the defective construction, or
- . • Be rendered abortive by the carrying out of remedial work.

P.6.10 LATENT CONDITIONS:

Notify the Superintendent of any latent conditions which will have a negative impact on the work, increase the Contract Sum, duration of the Contract or create a safety issue.

P.6.11 TIMING OF TESTS AND INSPECTIONS:

Agree dates and times of tests and inspections with Superintendent at least one week in advance, to enable the Superintendent and other affected parties to be present.

On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.

P.6.12 PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK / PRODUCTS:

As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance, submit proposals to the Superintendent for re-execution.

Such proposals may be unacceptable to the Superintendent, and contrary instructions may be issued.

Compliance with the direction is at the Contractor's cost unless the work is in conformity with the Contract, in which case reasonable costs as determined by the Superintendent will be payable to the Contractor by the Principal.

P.7 SECURITY AND PROTECTION

GENERALLY

P.7.1 HOUSE RULES

Comply with the security requirements of the House Rules at all times.
A copy is available from the Building Manager.

P.7.2 SECURITY:

Adequately safeguard the site, the Works, products, materials, plant, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.

P.7.3 OCCUPIED PREMISES:

The building will remain operational as a government office building during the Works.

If required, give access to third party contractors as directed by the Superintendent, Principal, or Building Manager.

Carry out the Works without undue inconvenience and nuisance and without danger to occupants and users.

Keep entrances, exits and other access ways clear of obstructions. If in order to carry out the Works it is necessary to obstruct any access ways provide adequate signage and/or alternative routes as appropriate.

PROTECT AGAINST THE FOLLOWING:

P.7.4 NOISE:

Take all reasonable measures to minimise noise. Comply with all relevant Statutory Authority regulations and guidelines. Limit noise levels from tools plant and operations. Noisy works will include:

- . • Use of mechanical hammers and breakers
- . • Impact drills
- . • Grinders
- . • Pneumatic sealant cutters against aluminium, steel or concrete

Noisy work must be carried out outside of normal working hours as outlined in P.8.3

The Superintendent and Building Manager will determine “noisy work” prior to the commencement of any new activity.

Do not use or permit employees to use radios or other audio equipment in ways or at times which may cause nuisance.

P.7.5 NUISANCE:

Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

P.7.6 FIRE PREVENTION:

Smoking is not permitted on the site, including on the roof areas.

P.7.7 HOT WORKS:

A hot work permit must be obtained from Building Manager before undertaking any hot work.

P.7.8 MOISTURE:

Prevent areas outside of the work from becoming wet or damp where this may cause damage. If moisture occurs dry out thoroughly. Contact the supervisor for instructions if leaks are found to penetrate the internal areas.

P.7.9 WASTE:

Remove rubbish, debris, surplus material and spoil regularly and keep the site and Works clean and tidy.

Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.

Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner and in accordance with relevant regulations.

PROTECT THE FOLLOWING:

P.7.10 WORK IN ALL SECTIONS:

Adequately protect all types of work and all parts of the Works, including parts of the Works carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

P.7.11 ROADS AND FOOTPATHS:

Adequately maintain roads, stairs and footpaths within and adjacent to the site and keep clear of mud and debris. Any damage to roads, stairs and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owners. Bear any costs arising.

P.7.12 EXISTING FEATURES:

Prevent damage to existing buildings (including adjacent buildings), fences, gates, walls, roads, paved areas and all other site features which are to remain in position during the execution of the Works.

P.7.13 EXISTING WORK:

Prevent damage to existing property and make good to match existing any damage so caused. Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.

P.7.14 EXISTING FURNITURE, FITTINGS AND EQUIPMENT:

Prevent damage to any furniture, fittings or equipment left in the existing property. If required, move as necessary to enable The Work to be executed, cover and protect as necessary and replace in original positions. Seek approval from Building Manager prior to moving any equipment in the existing property.

P.7.15 ADJOINING PROPERTY:

Prevent trespass of workpeople. Take all reasonable precautions to prevent damage to adjoining property. Clear away and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Work.

P.8 SPECIFIC LIMITATIONS ON METHOD, SEQUENCE AND TIMING

PRIOR TO COMMENCING WORK

P.8.1 SITE INDUCTION AND INSPECTION:

All contractor staff (employees and subcontractors) must be site inducted prior to commencing work on site and must comply with all directives of the Building Manager and the site induction pack.

GENERAL

P.8.2 WORKING HOURS:

The site will normally be available from 7.00am to 5.00pm Monday to Friday. Give notice of weekend work to allow access to be arranged.

Public holiday working may be permitted by prior arrangement.

Hours worked shall be in accordance with statutory and local authority requirements.

P.8.3 NOISY WORK:

Noisy work as defined in clause P7.4 may be conducted between 6.00am and 8.00am and 5.00pm and 6.00pm Monday to Friday and all day Saturday provided local authority regulations are not breached.

P.8.4 LIFTS:

The passenger lift may be used to transport goods and materials between 6.00am and 7.00am weekdays, and all day Saturday. Provide adequate protection to the passenger lift in the form of heavy duty covers when using the lift to transport goods and materials.

Co-ordinate use of the passenger lifts to transport goods and materials with the Building Manager (a lift key will be required to use the lift that can be signed for on a daily basis at the security desk).

P.8.5 TRIAL WORK:

Prior to commencing the Works in full (ie establishing the site), carry out a trial in a location as directed by the Superintendent.

Do not proceed with the full Works until the Superintendent has given approval of the trials.

P.9 FACILITIES, TEMPORARY WORK AND SERVICES

P.9.1 LOCATIONS:

Inform the Superintendent of the intended siting of all temporary works, site huts and services.

P.9.2 TEMPORARY FENCES / HOARDINGS:

Provide fences and hoardings as required to adequately secure the site for the duration of The Work.

Obtain all necessary permits and approvals and pay any associated fees and charges for fences and hoardings.

P.9.3 TEMPORARY WORKS FOR SCAFFOLDS (FIXED AND SUSPENDED/SWING STAGES):

If scaffolds are utilised for the work (including suspended scaffolds/swing stages) undertake an assessment of the structural capacity of all bases, footings, temporary supporting steelwork, and tie backs to the building for structural adequacy as required by the following codes, including the capacity of existing structures and the scaffold installation as appropriate:

- . • AS/NZS 4576 'Guidelines for Scaffolds'
- . • All other statutory requirements including WorkCover NSW Codes of Practice

Provide certification of all fixed and suspended scaffold installations by an appropriately qualified person.

P.9.4 TEMPORARY FIXINGS: No temporary fixings are to be installed without prior approval. All temporary fixings are to be:

- Stainless steel, and/or
 - Removed upon completion of the Works and the substrate made good as directed by the Superintendent
- Bear all costs associated with the installation and removal of temporary fixings and the reinstatement of the substrate.

P.9.5 POWER FOR THE WORKS: Electricity supply from the Principal's mains may be used for the works free of cost to the contractor. Shutdown of electricity supply will not be permitted without prior approval of the Building Manager. The Principal will not be held liable for the effects of any failure or restriction in

supply.

Power is available from outlets on the roof and within the plant room.

Assess power requirements for the works and allow for the provision of additional power as required.

Connections to be made in accordance with the latest AS Electrical Safety Standards, BCA and relevant statutory authorities including WorkCover Codes of Practice.

Remove any temporary supplies on completion and leave all distribution boards, outlet fixing positions and the like in the same condition as they were prior to commencement of works.

P.9.6 WATER: Water for the Works will be supplied free of cost to the Contractor.

Nature of supply: Outlets on the roof. Assess water requirements for the works and allow for the provision of additional water as required.

The Principal will not be held liable for the effects of any failure or restriction in supply.

Make any necessary extensions to the water supply pipework. Remove and make good on completion.

Obtain and bear cost of all approvals for use of water to wash the building

P.9.7 SANITARY FACILITIES:

Toilet facilities are available on the site, and are located on the Ground Floor.

The toilets are a shared facility.

Leave toilets in clean and tidy condition after each use.

P.9.8 PARKING:

Permanent parking is not available on site. There is temporary street parking available around the building, subject to Council regulations.

A temporary parking bay may be available from time to time in the loading dock by prior arrangement with the Building Manager.

P.10 OCCUPATIONAL AND ENVIRONMENTAL SAFETY, AND INSURANCES

P.10.1 DOCUMENTATION: Prior to commencing work, submit:

- . • A site specific safety management plan
- . • Site specific risk assessments and safe work method statements that address these risks

Maintain a register of:

- . • Building industry OH&S induction training (i.e. NSW Green Card)
- . • Site safety inductions.
- . • Evidence of 'toolbox' meetings taking place on a daily basis (workplace meetings for people to sit down and talk about safety)

During the Works maintain and submit to the Superintendent when requested:

- . • Minutes of occupational health and safety meetings, including registers of attendance at 'toolbox' talks
- . • Accident and incident reports
- . • Summary of OH&S inspections and tests carried out.

P.10.2 OCCUPATIONAL HEALTH AND SAFETY LEGISLATION AND STANDARDS:

The principal Occupational Health and Safety (OH&S) legislation in New South Wales applicable to construction activities are the *Occupational Health & Safety Act (2000)* and *Regulation (2001)*. Be familiar with, and at all times comply with the relevant requirements of the *Occupational Health & Safety Act (2000)* and *Regulation (2001)*.

Be familiar with, and at all times comply with relevant Codes of Practice and Australian Standards, which may apply to the works, for example;

- . • Code of Practice Safe Work on Roofs – Work Cover Authority of NSW.
- . • Code of Practice Safe Working at Heights – Work Cover Authority of NSW.
- . • Code of Practice Overhead Protective Structures – Work Cover Authority of NSW.
- . • Code of Practice OH&S Induction Training for Construction Work – Work Cover Authority of NSW.
- . • AS/NZS 1891.4: 2000 Industrial Fall-Arrest Systems & Devices.

P.10.3 TRAINING AND EXPERIENCE:

Site staff responsible for supervision and control of the work are to be experienced in the assessment of the risks involved and trained in the methods to be used. Provide evidence when requested.

P.10.4 OCCUPATIONAL HEALTH AND SAFETY REPORTING:

Provide the Superintendent with evidence of occupational health and safety compliance during the course of the works, generally through minutes of Contractors meetings as follows:

- . • Maintenance of the Contractor's approved site safety management plan
- . • Contractor occupational health and safety meetings
- . • Contractor 'toolbox' meetings
- . • Contractor Accident and Incident reports inclusive of corrective and preventive actions.

Bring the above (up to date) documents to each Superintendents site meeting.

Any exceptional matters shall be brought to the notice of the Superintendent as soon as practicable.

The Superintendent may undertake audits and/or surveillance of the occupational health and safety compliance of the Contractor as required at any time, appraising adherence to the requirements of this clause.

P.10.5 BREACH OF OH&S OBLIGATIONS:

Should the Contractor breach its Occupational and Environmental Safety obligations under this Contract or any statutory regulations the Superintendent may suspend all or part of the work until such time that the breach has been remedied to the Superintendent's satisfaction and approval has been given to recommence work. No costs will be awarded for suspension of work due to safety concerns.

The Superintendent may also suspend work if it suspects a breach under this clause has occurred. Should investigation of the suspected breach reveal no breach has occurred; the Contractor may be awarded reasonable costs.

P.10.6 INSURANCES:

Before starting work on site submit documentary evidence and/or policies and receipts for the insurances as requested by the superintendent.

P.10.7 INSURANCE CLAIMS:

If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Principal, the Superintendent and the Insurers. Indemnify the Principal against any loss that may be caused by failure to give such notice.

P.10.8 HOUSE RULES

Comply with the building's health and safety policy at all times. A copy is available from the Building Manager, and is held in the security office.

P.10.9 HAZARDOUS SUBSTANCES:

Refer also to Clause 2.5 Preliminaries of the General Conditions of Contract.

'Hazardous Substance' means a substance that is listed in the document entitled "List of Designated Hazardous Substances" published by Worksafe Australia; or a substance that fits the criteria for a hazardous substance set out in the document entitled "Approved Criteria for Classifying Hazardous Substances" published by Worksafe Australia.

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.

Work involving stone, rock, concrete, masonry and such materials containing silica, is work under the Contract whether explicitly identified in the Specification or not. The Contractor is responsible for the control of any hazard which may arise from the presence of silica.

If any hazardous substance is discovered on the Site suspend all work which may result in disturbance of or exposure to such hazardous substance.

Notify the Superintendent immediately of the type of substance and its location, and propose methods for safe removal or encapsulation.

Note at roof level asbestos was detected in the sealant. Refer to the hazardous materials register held by the Building Manager which is available upon request.

P.10.10 FIRE PREVENTION:

Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire.

P.10.11 POLLUTION:

Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including drains and waterways.

P.10.12 SECURITY OF EQUIPMENT:

Secure all tools to the access system by appropriate lanyards when working within the access system or at heights generally.

T TECHNICAL SPECIFICATION

To be read with the Preliminaries and General Conditions. Refer to Drawings in Appendix A.

T.1 CLEANING

GENERALLY/PREPARATION

T.1.1 SCOPE OF WORK: Drawing reference: SK-01, SK-02, SK-03 and SK-04 The work in this section includes cleaning of:

- Pre-cast concrete columns and other facade elements, external courtyard vertical precast surfaces, ramp upstands, external surfaces to Stairs 1, 2, 3, 4 and 6, external precast concrete surfaces to Stairs 7 and 8.

T.1.2 PROTECTION:

Provide and maintain throughout the cleaning works, effective protection and sealing to prevent:

- Ingress of water, cleaning agents, debris and dust into the building via windows, doors, vents and other openings. Monitor interior of building and seek instructions when any signs of damp appear internally.
- Damage to any part of the facade, windows or adjacent surfaces.
- Do not let wash water build up at outlets or anywhere where there is risk of it penetrating and causing damage to the building fabric.
- Staining of surfaces from contact with acid or aggressive cleaning agents.

T.1.3 APPROVALS:

Obtain approval from the relevant Authority for the safe disposal of wash water from cleaning operations if required.

Manage and dispose of wash water in accordance with relevant legislation.

Bare the cost of any associated permits and fees.

T.1.4 MATERIALS:

All materials shall comply with the relevant codes and shall be applied in accordance with manufacturer's specifications.

All materials used in cleaning must be compatible with any repair materials used.

WORKMANSHIP GENERALLY

T.1.5 CLEANING GENERALLY:

Confine cleaning to designated area(s)/surfaces. Do not allow cleaning agents or residues to stray onto adjacent or protected surfaces.

T.1.6 MONITORING:

Regularly monitor effects of each cleaning procedure against the degree of cleaning established by approved trial sample(s). Seek instructions immediately, wherever:

- . • Disruption to the surface occurs.
- . • Anticipated level of surface cleaning is not being achieved.
- . • Discolouration or stains are revealed by cleaning.
- . • Do not modify cleaning procedures or materials without approval from the Superintendent.

NON-CHEMICAL CLEANING METHODS

T.1.7 PRESSURE SPRAY: Use recycled/reclaimed water. Water pressure and temperature to be determined from trial samples. Manage and dispose of wash water in accordance with relevant legislation. For exposed pre-cast concrete column panel surfaces to be coated, wash with a free rinsing alkali based detergent such as Gamlen CA1

T.1.8 STEAM CLEANING: Steam pressure and temperature to be determined from trial samples. Manage and dispose of wash water in accordance with relevant legislation.

T.1.9 DETERGENT BASED CLEANING AGENTS:

Used in association with each other, detergents must be compatible and produced by the same Manufacturer.

T.1.10 BRUSHING AND SCRAPING:

Before commencing any other methods of cleaning, remove loosely adhered deposits and growths using suitable corrosion resistant brushes and scrapers/spatulas that do not abrade or gouge the surface. Do not use brushes with steel bristles.

CHEMICAL CLEANING METHODS

T.1.11 PRECAST CONCRETE LOCALISED STAINING: Chemical agent(s): Muriatic acid (hydrochloric acid) diluted in water. Ratio acid: water 1:10.

Before each application of agent, thoroughly wet the surface and adjacent areas using clean water.

Apply diluted muriatic acid solution.

After a delay period, scour off deposits with a stiff bristled brush. Do not use

brushes with steel bristles. Delay period to be determined during trials.

Rinse treated surfaces thoroughly and evenly with clean water. Do not use water spray pressures that will drive cleaning agent into, or cause disruption of, the surface material and joints.

Contain chemical agents and rinsing water/sprays within each treatment area. Do not allow agents or rinsing water/sprays to contact surfaces that are either excluded from cleaning or that have already been cleaned. Prevent wind drift.

Collect all runoff and dispose of in accordance with relevant environmental legislation.

COMPLETION:

Obtain approval of cleaning to each area/surface.

T.2 SURVEY AND INSPECTIONS

GENERAL REQUIREMENTS

T.2.3 INSPECTIONS:

Provide access for and be in attendance at inspections carried out by the Superintendent. Inspections will normally be made at the following stages, but the Superintendent may inspect the works at any other reasonable time:

Cleaning:

- . • Following trial clean
- . • Following trial cleaning of main elements

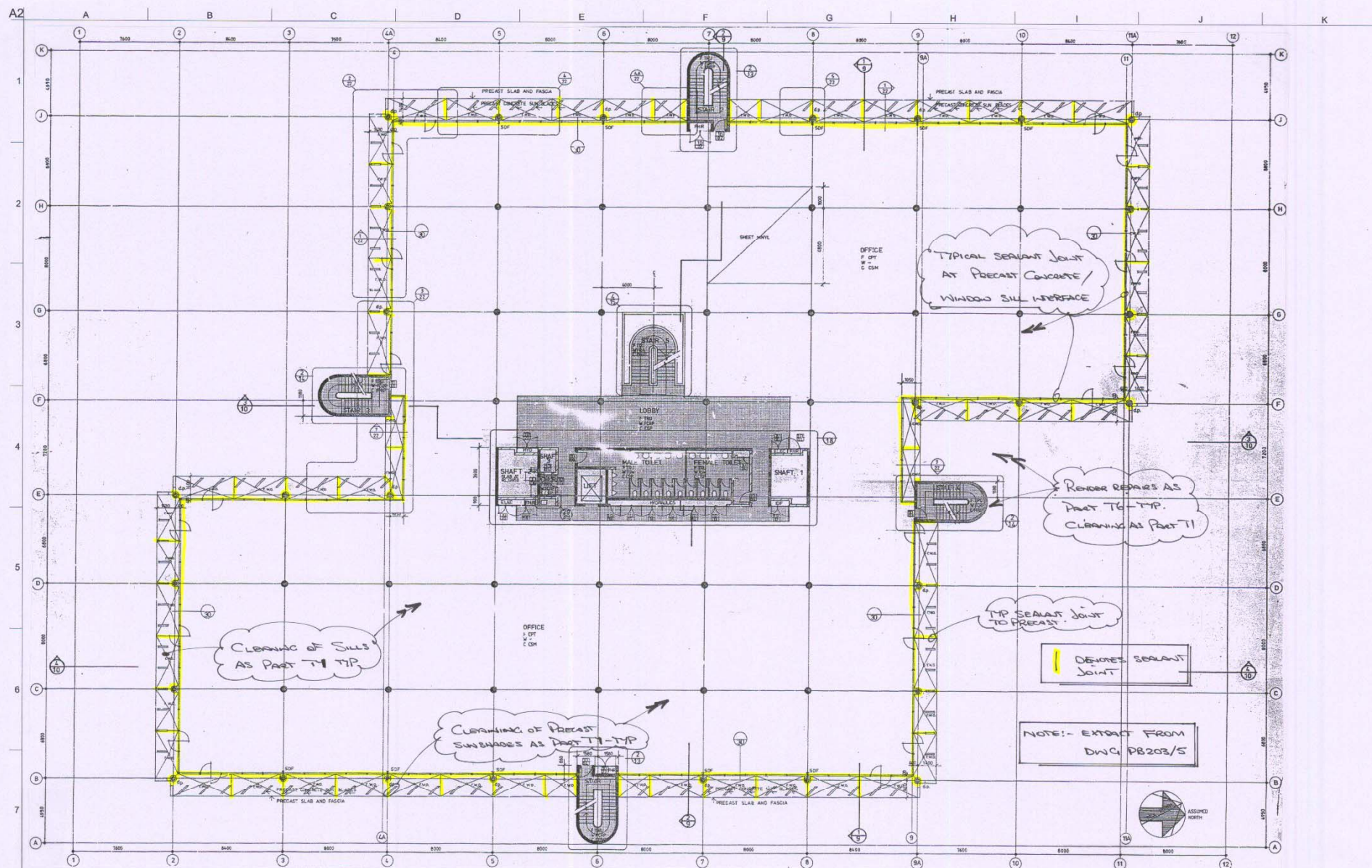
A1 Drawings

The Drawings List is as follows:

SK-01.....	North and South Elevations (Repairs not included in this scope)
SK-02.....	East and West Elevations (Repairs not included in this scope)
SK-03.....	First Floor Plan (Repairs not included in this scope)
SK-04.....	Second Floor Plan (Repairs not included in this scope)
SK-05.....	Typical Sealant Details (Repairs not included in this scope)
SK-06.....	Typical Sealant Details (Repairs not included in this scope)
SK-07.....	Typical Sealant Details (Repairs not included in this scope)
SK-08.....	Typical Concrete/Spall Repair (Repairs not included in this scope)

Notes:

- .- All drawings to be read in conjunction with the technical specification and preliminaries
- .- (this document)
- .- Drawings are not to scale. Do not scale from Drawings
- .- Defects shown are indicative only. Do not scale defects from drawings



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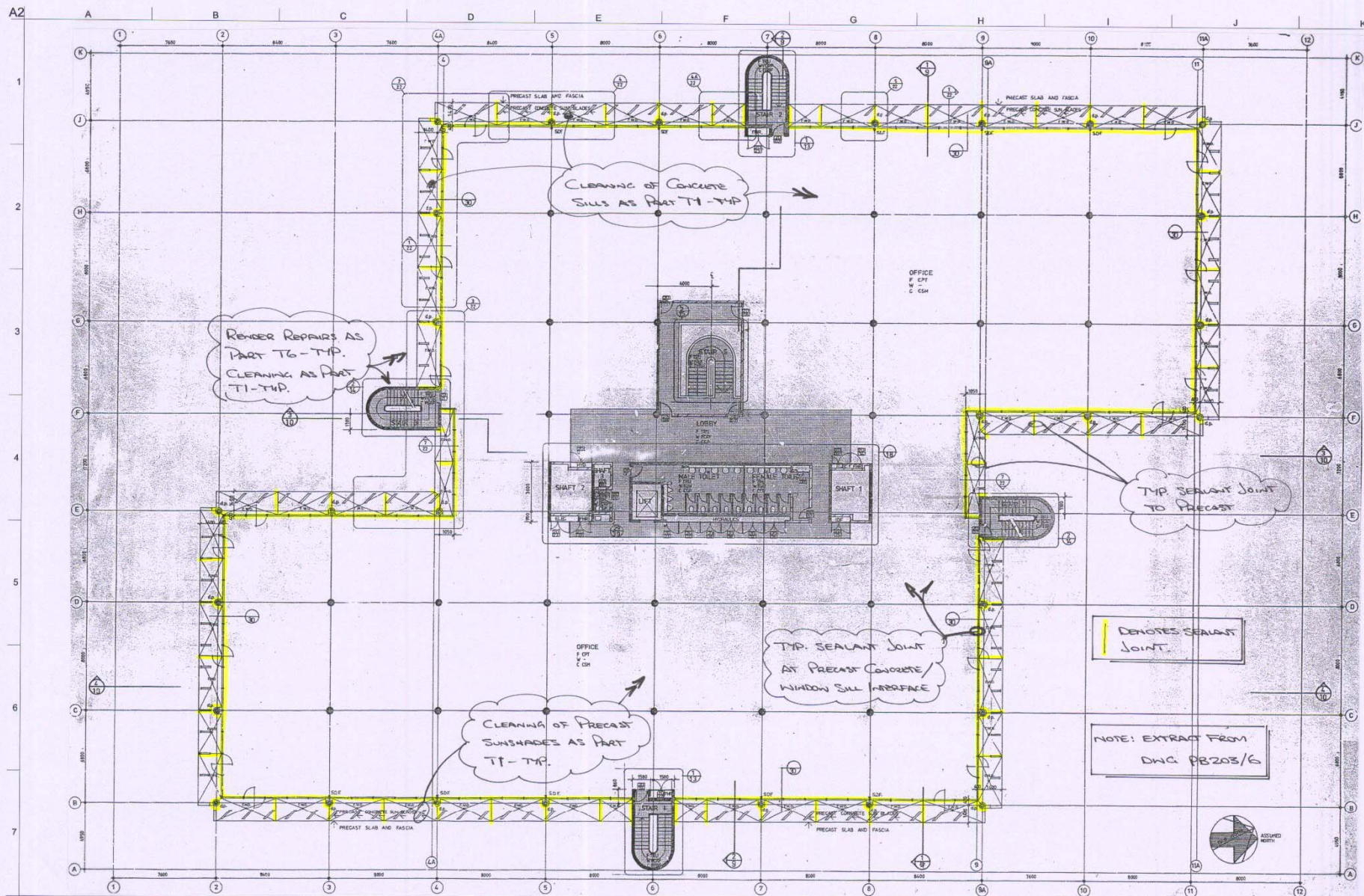
Issue	Date	By	Chkd	Appd

Client
CROWN PROPERTY PORTFOLIO

Job Title
**NEWCASTLE GOVERNMENT
OFFICE BUILDING
- FACADE WORKS**

Drawing Title
FIRST FLOOR PLAN.

Scale at A2
Plot ID
Drawing Status
TENDER
Job No
86257/00
Drawing No
SK-03
Issue
A



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Client

CROWN PROPERTY PORTFOLIO

Job Title

NEWCASTLE GOVERNMENT
OFFICE BUILDING -
FACADE WORKS.

Drawing Title

SECOND FLOOR PLAN

Scale at A2

Plot ID

Drawing Status

TENDER

Job No

86257/00

Drawing No

SK-04

Issue

A

Issue	Date	By	Chkd	Appd



NOTE: Search Joint
To confirm Benid



DATE	BY	CHRG	AMOUNT
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