

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.

**NSW Department of Environment and
Climate Change**

TENDER DOCUMENTS

FOR

**Wharf 4a Goat Island
Access Ramp and Pontoon**

CONTRACT NO. CHN-1560-005-07

December 2007

TENDER CLOSING: 9:30 am on 24th January 2008

CONSULTANTS: TLB Engineers

Minor Works Contract

CONDITIONS OF TENDERING - GENERAL INFORMATION FOR TENDERERS

The tender documents consist of:

Conditions of Tendering which describe the conditions for tender submission and the tender process. The Conditions of Tendering will not form part of any Contract. The Conditions of Tendering also describe evaluation criteria to be used in selecting the best tender. You should consider and address the evaluation criteria when developing and submitting your tender.

Tender Form which is to contain details about the Tenderer and the single lump sum price tendered with a lump sum tender process. A lump sum tender process may also require a Schedule of Prices form to be submitted with the Tender Form.

Schedule of Prices which is to contain your break up of the lump sum price tendered for payment valuation purposes with a lump sum tender process. This Schedule is for tender purposes and may not form part of any Contract.

Other Tender Schedules which are tender schedules, other than the above, you may be required to complete with your tender. These have been designed to make completing and evaluating tenders easier. If you want your tender to be considered and fully evaluated you must complete these forms accurately and thoroughly.

Contract Information which contains key details of the proposed Contract such as the name and address of the Principal and the Principal's Representative, completion time, payment methods and other details.

General Conditions of Contract which are the required General Conditions of Contract for the NSW Department of Environment and Climate Change related contracts. If you tender based on other conditions of contract, your tender may not be considered.

Contract Schedules which contain forms and information that add to the General Conditions of Contract.

Technical Specification which provides the technical requirements for any Contract and descriptions of the work required under any Contract. You should take care to show in your tender that you are capable of meeting the Specification in carrying out the work under the Contract.

Drawings which further describe the work under any Contract, and may be bound into one volume with the other tender documents, or provided as a separate volume.

Appendices which, where applicable, are other documents referred to in the body of the other tender documents.

The following checklist is provided to guide your final check before you lodge your tender:

- have you read the information, including any Addenda, thoroughly?
- have you contacted the Contact Person about any information you don't understand or to obtain any extra information needed?
- have you completed the Tender Form and any required Tender Schedules thoroughly and accurately?
- do you have the necessary insurances and other capabilities and capacities needed to carry out the work under any Contract?
- have you included all relevant information in your tender?

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CONDITIONS OF TENDERING

1. Contact Person	<p>Refer requests for clarification, information or advice regarding these tender documents only to the Contact Person: Name: Mark Willis Telephone: 9895 5946 Facsimile: 9895 7699</p> <ul style="list-style-type: none"> • If before the closing date, it becomes evident that there is: <ul style="list-style-type: none"> - a discrepancy in the tender documents; - an omission in the information provided; or - information arising out of inquiries should be made available to all Tenderers, the Principal will provide a written update to all recipients of the tender documents by way of an Addendum.
2. The Works	Refer to the Scope of Works item in the Contract Information.
3. Site access	Tenderers and their agents or representatives must obtain permission to inspect the Site from the Contact Person at least 48 hours prior to requiring access to the Site.
4. Other Park activities	<p>The Site is within the Park indicated in the tender documents, and the Park will continue to operate normally during the carrying out of the Works.</p> <p>Normal operations may include:</p> <ul style="list-style-type: none"> • Operational use of the Ship Yard • access to some visitor areas by the public; • day to day access to and maintenance of roads, trails, tracks and buildings by Park staff and various contractors; and • movement of both Park and public motor vehicles, including heavy plant, cars, trucks and buses.
5. Pre-tender meeting	<p>A mandatory pre-tender meeting will be held on the date, at the time and at the place indicated below:</p> <ul style="list-style-type: none"> • Goat Island on December 18th 2007 at 11:00am • Boat Pick Up to Goat Island will leave Thames Street Wharf, Balmain at 10:50am. <p>The Contact Person will be available at that time to answer Tenderers' queries.</p> <p>Attendance by Tenderers at the pre-tender meeting is mandatory and Tenderers' attendance will be recorded. Failure to attend will result in the Tenderer's tender being passed over.</p>
6. Acceptable legal entities	<p>The Principal contracts only with recognised and acceptable legal entities having appropriate financial assets. The Principal does not contract with companies under any form of external administration.</p> <p>Tenders submitted by an unincorporated business such as a sole trader, partnership or business name must identify the legal entity that proposes to enter any Contract.</p> <p>A tender from a Tenderer that is a trustee or other organisation considered to need more working capital may only be considered by the Principal where the Tenderer undertakes to:</p> <ul style="list-style-type: none"> - provide additional security in the form of Contract Schedule 1 – Form of Unconditional Undertaking, from a financial institution approved by the Principal, for an amount up to 20% of the Contract Sum; and - if a trustee, provide an undertaking that the Tenderer will ensure, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the trustee. <p>If the Principal requires an undertaking, the Principal will advise the Tenderer of the amount required, and the Tenderer must provide to the Principal a signed statement as follows (without the undertaking relating to loans for Tenderers other than trustees): 'If (insert the legal name of the Tenderer) is awarded Contract Number (insert the contract number) for (insert the contract description) it will provide additional security in the amount of (insert the security amount advised by the Principal) in accordance with clause 65 of the General Conditions of Contract, and it undertakes to ensure that, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the trustee.'</p>

	Failure to provide the signed statement may result in the Tenderer's tender being passed over.
7. Submission of tenders	<p>The Tender Form, Tender Schedules and any other information required must be lodged via the NSW Government's eTendering website (www.tenders.nsw.gov.au) by the time and date shown on the cover page.</p> <p>Tenders lodged by facsimile, e-mail, post or hand will not be considered.</p>
8. Documents to be lodged	<p>The following documents must be completed and submitted by the Tenderer:</p> <ul style="list-style-type: none"> - Tender Form - Schedule of Prices - Schedule of Experience - Schedule of Insurances - Schedule of Tenderer's Referees - Schedule of Personnel, Management and Systems
9. Alternative tenders	<p>The Principal may consider alternative tenders, provided the alternative tender meets the scope, functional intent and design intent described in the tender documents. Where such an alternative tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it does not comply with the detailed requirements of the tender documents. Alternative tenders will not be considered unless the Tenderer has also submitted an acceptable conforming tender.</p>
10. Late tenders	<p>In accordance with the NSW Government <i>Code of Practice for Procurement</i>, late tenders will only be considered when it is clear that there is no possibility of the integrity and competitiveness of the tendering process being compromised. Copies of the <i>Code of Practice for Procurement</i> may be obtained at: http://www.treasury.nsw.gov.au/procurement/cpfp_ig.htm.</p>
11. Evaluation of tenders	<p>By tendering, the Tenderer agrees that the Principal may gather, monitor, assess and communicate information about the Tenderer's performance and capacity.</p> <p>All tenders will be evaluated using some or all of the following criteria:</p> <ol style="list-style-type: none"> 1. Conformity with the tender documents, including allowed alternatives, delivery period and quality proposed; 2. Lump sum price(s) and/or any rates, and value for money; 3. Demonstrated relevant experience and previous performance, and ability to perform within set time frames; 4. Proposed innovation, approach and methodology, including extent of recycled or salvaged materials, plant and equipment identified for incorporation into the Works; 5. Tenderer's financial capacity (as a pass/fail criterion); 6. Tenderer's capacity and ability to complete the work, including proposed management, organisation, subcontractors, personnel, management systems/practice and current commitments; 7. Principal's administration costs; and <p>When a scoring system is used to assist in tender evaluation, the ratio of price to non-price criteria will be 70:30. If required, submit additional information, by the stipulated date and time, to allow further consideration of the tender before any tender is accepted. Failure to meet this requirement may result in the tender being passed over or evaluated without the additional information.</p> <p>Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by the tender documents may be passed over.</p>
12. Appropriate trade licences	<p>All building, plumbing, sanitary/sewerage, gasfitting, communications and electrical work must be carried out by appropriately licensed/authorised persons.</p> <p>When requested by the Principal, Tenderers must complete the SCHEDULE OF LICENCES ISSUED BY NSW OFFICE OF FAIR TRADING OR AUSTRALIAN COMMUNICATION AUTHORITY (ACA).</p>

<p>13. Financial assessment of Tenderers</p>	<p>The main criteria considered in the assessment of Tenderers' financial capacity are:</p> <ul style="list-style-type: none"> - Net Worth (total assets, excluding any assets of company directors, less total liabilities less intangible assets); exceeds 5% of the Contract Sum; - Current Ratio (ratio of current assets to current liabilities) exceeds 1; and - Working Capital (current assets less current liabilities) exceeds 10% of the Contract Sum. <p>Deviations below these indicative criteria will not necessarily prevent the Principal from considering any tender.</p> <p>By tendering, the Tenderer agrees that the Principal may engage private sector consultants to financially assess Tenderers. Financial details of Tenderers may be obtained by an external Financial Assessor for assessment. Financial Assessors have a contract to safeguard the financial details obtained. Under the terms of the contract the Financial Assessors must not disclose such details, either in whole or in part to any party other than NSW Government agencies without the express written permission of the Tenderer.</p> <p>The Financial Assessor to be used is Kingsway Financial Assessments Pty. Ltd.</p>
<p>14. Acceptance of tenders</p>	<p>The Principal may accept a tender that does not conform strictly with all requirements of the tender documents.</p> <p>The Principal is not bound to accept the lowest or any tender. The Principal may pass over any tender which does not comply with any requirement of, or which contain conditions or qualifications not required or allowed by, the tender documents. No qualification or departure from a condition is accepted unless the Principal gives an acceptance or formal agreement in writing.</p> <p>A tender is not accepted until notice in writing of acceptance by the Principal is handed to the Tenderer or is sent by prepaid post to, or left at the address stated in the Tender Form, or transmitted by facsimile to the Tenderer's facsimile number.</p> <p>Acceptance of any tender will also involve the issue of an official purchase order, which is required by the Principal's computerised financial and payment system.</p>
<p>15. Long service levy</p>	<p>Tenderers' attention is drawn to clause 22, General Conditions of Contract. The successful Tenderer must pay to the Building and Construction Industry Long Service Payments Corporation or the Corporation's agent the amount of the long service levy payable in respect of the building and/or construction work under the <i>Building and Construction Industry Long Service Payments Act, 1986</i>; and produce to the Principal's Representative the document evidencing payment of the levy.</p>
<p>16. NSW Government Code of Practice for Procurement</p>	<p>The Tenderer must comply with the NSW Government <i>Code of Practice for Procurement</i>. Lodgement of a tender is evidence of the Tenderer's agreement to comply with the <i>Code</i> for the duration of any Contract that may be awarded.</p>
<p>17. Environment and cultural heritage</p>	<p>General The successful Tenderer must use work practices and procedures that ensure that no damage occurs to flora, fauna or cultural and Aboriginal heritage artefacts.</p> <p>Animals The Tenderer is reminded that bringing animals into a National Park or other protected site is an offence under the <i>National Parks and Wildlife Act, 1974</i>. Handlers/owners of animals will be subject to the law enforcement processes of the <i>Act</i>, including issue of infringement notices and immediate removal of the animal and animal handler/owner from the protected site.</p> <p>Activity Approval A Review of Environmental Factors has been completed and an Activity Approval has been obtained by the Principal.</p> <p>The Activity Approval Conditions are attached as Appendix 1. These conditions will form part of any Contract and must be observed, unless they are specifically amended in writing by the Principal.</p>
<p>18. Occupational Health and Safety Management</p>	<p>The successful Tenderer must comply with the management requirements specified in clause 53, General Conditions of Contract.</p> <p>Submit with the tender details of any OH&S fines and prosecutions pertaining to the Tenderer or any proposed subcontractors that are current or were incurred during the last three years.</p> <p>Provide a copy of a site-specific OH&S/safety management plan implemented with a comparable contract within the last twelve months.</p>
<p>19. Environmental management</p>	<p>The successful Tenderer must comply with the environmental management requirements specified in clause 56, General Conditions of Contract.</p>
<p>20. Exchange of information between</p>	<p>The Tenderer authorises the Principal and its employees and agents to make information concerning the Tenderer available to other NSW Government agencies or local government authorities. Such information may include, but is not limited to, any information provided by the</p>

Government agencies	<p>Tenderer to the Principal and any information relating to the Contractor's performance under any Contract.</p> <p>The Tenderer acknowledges that any information about the Tenderer from any source, including substantiated reports of unsatisfactory performance may be taken into account by the Principal and NSW Government agencies in considering whether to offer the Tenderer future opportunities for NSW Government work.</p> <p>The Principal regards the provision of information about the Tenderer to any NSW Government agency or local government authority as privileged under Section 22 of the <i>Defamation Act 1974</i>. The Principal and the State of NSW will reject claims in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication.</p>
21. Goods and Services Tax	<p>The prices and rates tendered must include Goods and Services Tax (GST) where it is payable. The tender must identify and state the value of any GST Free or Input Taxed Supplies to be made under any Contract. A Tenderer that wishes to enter into a Voluntary Agreement for withholding Pay As You Go taxation must say so in the tender and provide the information required for the approved form of a Voluntary Agreement as required by the <i>A New Tax System (Pay As You Go) Act 1999</i>.</p> <p>The prices and rates from Tenderers not registered for GST, or who advise in their tender that they wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation, will be weighted by a 10% loading in assessing tender price relativity.</p>
22. Protection of privacy	<p>The Tenderer warrants, in respect of any personal information provided in its tender or any Contract arising from this tender, that the information is accurate, up to date and complete, and that individuals to which the personal information refers authorise its collection and are aware:</p> <ul style="list-style-type: none"> - that the information is being collected, and will be held by the Principal at the address shown on the Tender Form; - that the information is being collected for the purpose of evaluating tenders, and the administration of any Contract arising from those tenders, and may be made available to other NSW Government agencies or local government authorities for those purposes; - whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and - of the existence of any right to access and correct the information.
23. Disclosure of information	<p>Details of any Contract awarded as a result of this tender process may be disclosed in accordance with NSW Government policy. Information that may be disclosed includes information about the Contract, the identity of the successful Tenderer, the price payable under the Contract, significant evaluation criteria and Contract provisions for re-negotiation (where applicable). Further details of this policy may be obtained from the Principal.</p> <p>The Principal may publish the identities of all Tenderers, but will not disclose other information included in an unsuccessful tender unless the relevant Tenderer agrees, or release is determined under the <i>Freedom of Information Act 1989</i> or is otherwise legally required.</p> <p>For contracts valued over \$150,000, the Principal will normally publish the names of Tenderers when tenders close, and the other information about the Contract specified above, will be posted on the Department of commerce e tendering website http://tenders.nsw.gov.au within 60 days after award of the contract.</p>
24. Industrial relations	<p>The successful Tenderer must plan and manage industrial relations in accordance with the NSW Government <i>Industrial Relations Management Guidelines</i>. A copy may be obtained at: http://www.construction.nsw.gov.au/publications.</p> <p>Submit when requested a list of the Federal and NSW awards to which the Tenderer and proposed subcontractors are bound; and a list the enterprise, workplace or other enforceable industrial relations agreements to which the Tenderer is bound, and copies of those agreements.</p> <p>The successful Tenderer will, on request, be required to provide appropriate information to verify compliance with these awards, enterprise or workplace agreements and all other legal obligations relating to employment.</p> <p>When requested, demonstrate an understanding of the industrial issues that may affect any Contract and subcontracts and the approach proposed to deal with these issues, and describe the Tenderer's industrial relations management performance on recent projects with particular reference to such issues in a completed Tender Schedules - <i>Undertaking to Comply with Code of Practice and Implementation Guidelines</i>.</p>
25. Tenderer's responsibilities	<p>Tenderers shall have the responsibility to:</p> <ul style="list-style-type: none"> - not alter or change DECCS tender document wording and or numbering in any way. The DECC reserves the right to exclude any bid not complying with this clause. - provide in the form of attachments all necessary additional information, with reference to each relevant section including a full statement of deviations or

	suggested alternatives.
26. Electronic Transactions Act 2000	<p>Tenders lodged electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW).</p> <p>Any signature requirements for preparation of the tender can be satisfied by the full disclosure of the legal entity tendering, the official position of the person authorised to tender on behalf of that entity, and their name (unless specifically stated otherwise in the RFT documents). Reference may be made to Section 9 of the Act.</p>

TENDER FORM

Tender box Location

Via NSW Government eTendering website (<https://tenders.nsw.gov.au>)

Name of Tenderer

(in block letters):

.....

A.B.N.

(if applicable):

.....

Address:

.....

.....

Telephone number:

.....

Facsimile number:

.....

e-mail address:

.....

hereby tender(s) to perform the work for

Wharf 4a Goat Island**Access Ramp and Pontoon****(Contract No. CHN-1560-005-07)**

in accordance with the following documents:

Tender Form

Tender Schedules

Contract Information

General Conditions of Contract

Contract Schedules

Technical Specification

Drawings

Appendices

and Addenda numbers:

For the lump sum of

.....

(\$.....) including GST.

Signed for the Tenderer by:

.....

(Authorised Officer)

In the Office Bearer capacity of:

.....

Name *(in block letters)*:

.....

Date this.....day of

SCHEDULE OF PRICES

(Submit with Tender Form)

This Schedule is for information only and does not form part of the Contract. Its purpose is to assist in evaluating tenders and making valuations of the work carried out, but the Principal's Representative is not bound to use it.

Insert the amount allowed for each of the following items in the lump sum tendered, including GST.

ITEM NO.	DESCRIPTION	AMOUNT
This schedule is to be read in conjunction with the drawings S1, S2, S5, S6, S10, S15, S16, S20, S21, S22, S23, S24, S30, S31, S40 and S41, and all other contract/tender documents.		
	Break-up of lump sum tendered:	
1.	Provision of management plans and associated documents	\$.....
2.	Design of the Works, including shop drawing documentation	\$.....
3.	Construction of the Works:	
	Piles	
3.1	Supply and install Piles P1, P2, P3 and P4 complete with sleeves and attachments	\$.....
3.2	Vertical Load Testing of Piles P3 and P4	\$.....
3.3	Supply and install Piles FP6, FP7, FP8 and FP9 complete with sleeves and attachments	\$.....
3.4	Supply and install Fenders (Fentek Cone Fenders SCN350(E1) at Piles FP7 and FP8	\$.....
3.5	Supply and install Pontoon Restraint Piles PRP1 and PRP2 complete with sleeves and attachments	\$.....
3.6	Lateral Load Testing of Piles marked PRP1 and PRP2	\$.....
	Concrete Platform	
3.7	Construct Concrete Platform including connections to Piles and existing Wharf	\$.....
3.8	Supply and install Removable Hand Railing on Concrete Platform	\$.....
	Ramp	
3.9	Supply and install Aluminium Ramp	\$.....
3.10	Supply and install Support Hangers to each end of Aluminium Ramp	\$.....
	Pontoon	
3.11	Supply and install Steelwork and Concrete Deck	\$.....
3.12	Supply and install Timber Sponsons marked ST1 and attached Bollards	\$.....
3.13	Supply Fenders marked FP1, FP2, FP3, FP4 and FP5, complete with all attachments and rubber fendering	\$.....
3.14	Supply and install Timber Sponsons marked ST2 with attached Rubber Fendering and Mooring Cleats	\$.....
3.15	Supply and install Hand Railing marked HR1, together with sliding gate on Pontoon	\$.....
3.16	Supply and install Aquadeck covering to Pontoon	\$.....
	General	
3.17	Supply and install Lighting	\$.....
3.18	Supply and install Power	\$.....
3.19	Supply and install Crane	\$.....
	Other	
3.20	Contractor to specify	\$.....

TOTAL OF TENDER:
(to equal lump sum on Tender Form) \$.....

SCHEDULE OF PRICES (continued)

For the purpose of this Schedule the reference to “supply” of any item includes the:

- supply of the materials or sections;
- fabrication;
- protective treatment;
- all attachments and;
- all off site inspections and testing.

Signed for the Tenderer by:
(Authorised Officer)

In the Office Bearer capacity of:

Name (*in block letters*):

SCHEDULE OF LICENCES ISSUED BY NSW OFFICE OF FAIR TRADING OR AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA) (Submit when Requested by Principal)

Provide details of the relevant licence issued by the NSW Office of Fair Trading or the Australian Communications Authority (as applicable), for the person responsible for the carrying out and certifying the relevant building, plumbing/draining, gasfitting, electrical and telephone/radio/communications work.

Licensed Builder

Name:

Address:

.....

Licence Number:

Expiry date:

Licensee's Signature:

Licensed Plumber/Drainer

Name:

Address:

.....

Licence Number:

Expiry date:

Licensee's Signature:

Licensed Gasfitter

Name:

Address:

.....

Licence Number:

Expiry date:

Licensee's Signature:

Licensed Electrical Contractor

Name:

Address:

.....

Licence Number:

Expiry date:

Licensee's Signature:

Licensed Telephone/Radio Contractor

Name:

Address:

.....

Austel Licence Number:

Expiry date:

Licensee's Signature:

Signed for the Tenderer by:

(Authorised Officer)

In the Office Bearer capacity of:

Name (in block letters):

SCHEDULE OF EXPERIENCE

(Submit with Tender Form)

List recent projects of comparable size and complexity to the work under the Contract, clearly identifying for each project, the Tenderer's (and proposed subcontractors') role in the project, the value and duration of the project role and the date the project role was completed.

Note where the projects were on sites of comparable high cultural heritage significance.

Include the Tenderer's record of working on comparable environmentally sensitive sites.

Signed for the Tenderer by:

.....
(Authorised Officer)

In the Office Bearer capacity of:

Name (*in block letters*):

SCHEDULE OF INSURANCES

(Submit with Tender)

PROFESSIONAL INDEMNITY INSURANCE

(Refer to clause D, General Conditions of Contract)

Insurer:

Sum Insured:..... Date of Expiry:.....

PUBLIC LIABILITY INSURANCE

(Refer to clause D, General Conditions of Contract)

Insurer:

Sum Insured:..... Date of Expiry:.....

WORKERS COMPENSATION INSURANCE / PERSONAL ACCIDENT INSURANCE

(Refer to clause D, General Conditions of Contract)

Insurer:

Insurance Details: Date of Expiry:.....

.....

.....

Include comparable details for each proposed subcontractor.

Signed for the Tenderer by:

(Authorised Officer)

In the Office Bearer capacity of:

Name (*in block letters*):

SCHEDULE OF TENDERER'S REFEREES

(Submit with Tender Form)

List the names, titles and contact address and telephone numbers of a least 2 referees who can attest to the performance of the Tenderer (and proposed subcontractors) with the projects listed on the Schedule of Experience.

Signed for the Tenderer by:

.....
(Authorised Officer)

In the Office Bearer capacity of:

Name (*in block letters*):

SCHEDULE OF PERSONNEL, MANAGEMENT AND SYSTEMS

(Submit with Tender Form)

List key personnel who are proposed for involvement in any Contract (including proposed key subcontractor personnel), clearly identifying each person's proposed role, and providing their Curricula Vitae.

Describe the management and subcontractor structure proposed.

List and briefly describe the management systems to be used.

Signed for the Tenderer by:

.....
(Authorised Officer)

In the Office Bearer capacity of:

Name (*in block letters*):

SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION

(Submit when Requested by Principal or Financial Assessor)

Provide documents and information listed below in accordance with clause 13, Financial assessment of Tenderers, Conditions of Tendering.

1. Financial Statements for last three years for the entity under consideration, including:
 - i) Balance Sheets;
 - ii) Profit and Loss Statement;
 - iii) detailed Profit and Loss Statement;
 - iv) statement of Cash Flows;
 - v) notes to and Forming Part of the Accounts;
 - vi) an Accountant's Report; and
 - vii) where existing, Auditor's Reports.
 Consolidated accounts of a parent organisation or group to which the entity belongs are not acceptable.
2. Where latest financial statement is more than 6 months old, the latest management report showing:
 - i) a trading statement;
 - ii) a profit and loss statement; and
 - iii) a trial balance.
3. Where the company is required to lodge audited financial statements with ASIC, copies of these statements for the last three years.
4. Where any financial statement supplied is not audited, copies of the entity's tax returns for last three years.
5. A letter from the Tenderer's banker providing details of overdraft and guarantee facilities including:
 - i) Bank, Branch, and Account Names;
 - ii) type and limit of bank overdraft facility;
 - iii) type and limit of bank guarantee facility;
 - iv) current bank overdraft balance;
 - v) number and amount of bank guarantees outstanding; and
 - vi) details of other bank funding facilities available to the Tenderer, such as term loans, lines of credit, commercial bills and other debt instruments.
6. Current and projected cash flows for all work on hand.
7. Forecast budget for forthcoming financial year including Revenue and Profit and Loss.
8. Names and contact numbers of:
 - i) major suppliers: and
 - ii) major subcontractors.
9. Details relating to the Tenderer's history and Directors' Profiles.

UNDERTAKING TO COMPLY WITH CODE OF PRACTICE AND IMPLEMENTATION GUIDELINES

(Submit when Requested by Principal)

The Tenderer, if awarded the Contract, will comply with the NSW Government *Code of Practice for Procurement* in all respects, including, but not limited to, general behaviour and industrial relations management.

The Tenderer, if awarded the Contract, will, on request, provide appropriate information to verify compliance with the awards, enterprise or workplace agreements to which the Tenderer is bound, and all other legal obligations relating to employment.

Describe the industrial issues that may affect any Contract and subcontracts and the approach proposed to deal with these issues, and describe the Tenderer's industrial relations management performance on recent projects with particular reference to such issues.

Signed for the Tenderer by:

.....
(Authorised Officer)

In the Office Bearer capacity of:

.....

Name (*in block letters*):

.....

1. CONTRACT INFORMATION

The Principal is:	The Minister for Climate Change Environment and Water
The Contract Documents that constitute the Contract are:	<p>The following: -</p> <ol style="list-style-type: none"> 1. Tender Form and Tender Schedules 2. Contract Information 3. General Conditions of Contract 4. Contract Schedules 5. Technical Specification 6. Drawings 7. Appendices 8. Principal's letter of acceptance (accepting a tender) and the Department of Environment and Climate Change purchase order, and any other documents referred to therein.
The Works to be carried out by the Contractor, subject to Variations under the Contract, are:	Construction of an access ramp and pontoon at Wharf 4a, Goat Island as specified in the technical specification and drawings
The Site is:	The site is at the existing Wharf 4a at Goat island in the Sydney Harbour National Park (Port Jackson). Refer to drawing S5 for further site details.
<p>Principal's Nominee is:</p> <p>For the purposes of clause 41, Disputes, General Conditions of Contract. The Principal may at any time appoint or change the person for any reason whatsoever by giving written notice.</p>	<p>Robert Bird Manager Goat Island Project Greycliffe House, Nielsen Park Vaucluse NSW 2030</p> <p>PO Box 461, Rose Bay NSW 2029</p>
<p>Principal's Representative is:</p> <p>If no name is stated the Principal will name the person in writing within 14 days after the date of the Principal's letter of acceptance. The Principal may at any time change the person for any reason whatsoever by giving written notice.</p>	<p>Mark Willis Regional Assets Coordinator Level 1, 10 valentine Avenue Parramatta NSW 2150</p> <p>PO Box 95, Parramatta NSW 2124</p>
<p>Submission of the Contractor's design</p> <p>If no period is stated it is 21 days before its use for construction.</p>	The Contractor need not submit the Contractor's design.
<p>Time for possession of the Site</p> <p>If no time is stated it is 7 days after the date of the Principal's letter of acceptance.</p>	<p>The time to give possession of sufficient of the Site is:</p> <p>7 calendar days after the date of the Principal's letter of acceptance.</p>
<p>Completion time</p> <p>If no period is stated a reasonable period is to apply.</p>	The period for Completion is: 18 calendar weeks
<p>Liquidated damages</p> <p>If no rate is stated common law damages will apply under clause 10, Completion, General Conditions of Contract.</p>	The rate per day for liquidated damages is: \$400.
<p>Payment method</p> <p>If not stated monthly progress payments apply.</p>	The method of payment will be by Milestones.
<p>Milestone Payment Schedule</p> <p>If no Milestones and percentages are stated, the Milestone is the whole of the Works and the percentage is 100% of the</p>	The Milestones and percentages for payment are as below:

Contract Sum as adjusted under the Contract.	<table> <tr> <th data-bbox="727 174 1257 264">Milestone</th><th data-bbox="1257 174 1487 264">Percentage of adjusted Contract Sum</th></tr> <tr> <td data-bbox="727 275 1257 365">Milestone 1 – All contractual documentation and plans submitted; Shop drawings approved by the Principal</td><td data-bbox="1257 275 1487 365">5%</td></tr> <tr> <td data-bbox="727 376 1257 409">Milestone 2 – Fabrication of Piles & Pontoon</td><td data-bbox="1257 376 1487 409">20%</td></tr> <tr> <td data-bbox="727 421 1257 454">Milestone 3 – Installation of Piles</td><td data-bbox="1257 421 1487 454">20%</td></tr> <tr> <td data-bbox="727 465 1257 521">Milestone 4 – Installation of Pontoon Ramp & Platform</td><td data-bbox="1257 465 1487 521">25%</td></tr> <tr> <td data-bbox="727 533 1257 589">Milestone 5 – Installation of Crane, Power, Lighting and other fit out work</td><td data-bbox="1257 533 1487 589">20%</td></tr> <tr> <td data-bbox="727 600 1257 678">Milestone 6 – Works Completion; and Provision of work as executed drawings, and operation & maintenance manuals</td><td data-bbox="1257 600 1487 678">10%</td></tr> </table>	Milestone	Percentage of adjusted Contract Sum	Milestone 1 – All contractual documentation and plans submitted; Shop drawings approved by the Principal	5%	Milestone 2 – Fabrication of Piles & Pontoon	20%	Milestone 3 – Installation of Piles	20%	Milestone 4 – Installation of Pontoon Ramp & Platform	25%	Milestone 5 – Installation of Crane, Power, Lighting and other fit out work	20%	Milestone 6 – Works Completion; and Provision of work as executed drawings, and operation & maintenance manuals	10%
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Milestone 6 – Works Completion; and Provision of work as executed drawings, and operation & maintenance manuals	10%														
Defects Liability Period <ul style="list-style-type: none"> If no period is stated then the law applies. 	The Defects Liability Period, which commences at Completion of the Works, is: 52 calendar weeks.														
Security under clause 17 is: Refer to clause 17, Security for performance, General Conditions of Contract.	5% of the Contract Sum.														
Items made available by the Principal is:	The Principal has pre-purchased ten (10) Steel Piles 406 O.D. x 12.7 W.T x 12.0 meters long for use in the project. These piles are on Goat Island and can be delivered to the site using the Hammerhead crane in the shipyard.														

2. GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1 Definitions	<p>1.1 NPWS means (formerly the NSW National Parks and Wildlife Service) the Parks and Wildlife Division of the NSW Department of Environment and Climate Change.</p> <p>1.2 Park means a national park, historic site, state conservation area, regional park, nature reserve, karst conservation reserve, Aboriginal area or other land reserved under the <i>National Parks and Wildlife Act 1974</i>, or any land acquired by the Minister under Part 11 of the <i>National Parks and Wildlife Act 1974</i>, and includes all roads and waters within the boundaries of any such park, site, area, reserve or land.</p> <p>1.3 Works means the whole of the work to be carried out and materials, equipment and services to be provided under the Contract.</p> <p>1.4 Contract Sum means:</p> <p>(a) where the Principal accepted a lump sum price, the lump sum;</p> <p>(b) where the Principal accepted lump sums and/or rates, the amount calculated by firstly multiplying the rates by their respective quantities in a Schedule of Rates and then adding those amounts and any lump sums,</p> <p>but excluding any additions or deductions which are made under the Contract.</p> <p>1.5 day means calendar day.</p> <p>1.6 Schedule of Rates means any schedule in the Contract stated to be a Schedule of Rates, and which shows rates payable for carrying out items of work described in the schedule and estimated quantities, and which may also include items payable with a lump sum.</p> <p>1.7 Site means the lands and other places made available to the Contractor by the Principal for the purpose of the Contract, as described in the Contract Information.</p> <p>1.8 Contractor means each of the persons named in the Contract Documents as the Contractor, and includes their executors, administrators, successors and assigns as appropriate.</p> <p>1.9 Milestones are parts of the Works, as described in the Contract Information.</p> <p>1.10 Completion means the stage in carrying out the Works when they have reached completion, and the Works are complete, and are capable of use for their intended purpose, and are free from any omissions or defects/non-conformances, and the Contractor has made good the Site and its surroundings.</p> <p>1.11 Defects Liability Period is as stated in the Contract Information and defined in clause 39.</p> <p>1.12 Variation is any change to the character, form, quality and extent of the Works directed in writing by the Principal's Representative.</p>
2 Principal's Representative	<p>2.1 The Principal will appoint the Principal's Representative, as named in the Contract Information or otherwise, who:</p> <p>(a) is authorised to exercise such authority of the Principal as is necessary under the Contract; and</p> <p>(b) will be the immediate point of contact with the Principal.</p> <p>2.2 The Principal will advise the Contractor in writing of any change of the Principal's Representative.</p> <p>2.3 The Principal's Representative may give the Contractor directions regarding the work under the Contract. The Contractor must comply with these directions.</p> <p>2.4 If the Principal's Representative gives the Contractor a direction orally in the first instance, the Principal's Representative will confirm it in writing as soon as practicable.</p> <p>2.5 The Principal's Representative may appoint an agent who may:</p> <p>(a) carry out any part of the role in addition to the Principal's Representative; and</p> <p>(b) give the Contractor directions in relation to that part.</p> <p>The Principal's Representative must notify the Contractor in writing the name of the agent and the extent of the agent's duties.</p>

3 Contractor's Representative	<p>3.1 The Contractor must notify the Principal's Representative in writing the name of the Contractor Representative or of any replacement. The Contractor's Representative must be acceptable to the Principal's Representative.</p> <p>3.2 Any directions given to the Contractor's Representative will be considered to be given to the Contractor.</p>
4 Standards of behaviour	<p>4.1 The Contractor must comply with the NSW Government <i>Code of Practice for Procurement</i>, which is available on the NSW Treasury website at: http://www.treasury.nsw.gov.au/procurement/procure-intro.htm.</p>
5 Standard of work	<p>5.1 The Contractor must carry out all work in accordance with the Contract and in accordance with all reasonable requirements of the Principal's Representative.</p> <p>5.2 The Contractor must supply materials, plant and equipment (which are new, free from defects/non-conformances and suitable for their purpose), and use standards of workmanship (including design) and work methods, which are in conformity with the Contract, the Building Code of Australia, relevant international/Australian Standards and law.</p> <p>5.3 The Contractor must complete the design of, and construct, the Works in accordance with the Principal's design and the further development of the Principal's design required under the Contract. Minor items not specifically identified in the Principal's design, which are needed for the satisfactory Completion of the Works, must be provided by the Contractor.</p> <p>5.4 The Contractor must comply with any direction of the Principal's Representative to:</p> <ul style="list-style-type: none"> (a) uncover and recover work; or (b) carry out additional testing or re-testing. <p>Compliance with the direction will be at the Contractor's cost unless the work uncovered, recovered, tested or re-tested is in conformity with the Contract, in which case the Principal's Representative will meet with the Contractor to Decide on the reasonable costs payable to the Contractor. If they are unable to agree within 14 days after the meeting, the Principal's Representative will assess those costs.</p> <p>5.5 The Principal's Representative may notify the Contractor that the Principal elects to accept all or some of any defective/non-conforming work. 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, will be assessed by the Principal's Representative and the total amount gained paid to, or total loss deducted from the payments otherwise due to, the Contractor.</p> <p>5.6 The Principal's Representative may direct the Contractor to correct, including remove or replace, defective/non-conforming work (including during any Defects Liability Period) within the time specified by the Principal's Representative. If the Contractor does not correct the defective/non-conforming work within the time specified, the Principal's Representative may have the work corrected by others. The Principal's Representative will assess the reasonable costs of having the defective/non-conforming work corrected by others and the Contractor must pay the Principal those costs as a debt due by the Contractor.</p> <p>5.7 Notwithstanding clauses 5.2 and 11.2, the Principal will accept the incorporation into the Works of the recycled or salvaged materials, plant and equipment identified in any Schedule of Recycled/Salvaged Materials, Plant and Equipment in the Contract Documents.</p>
6 Appropriate trade licences	<p>6.1 All building, plumbing, sanitary/sewerage, gasfitting, telecommunications or electrical work must be carried out by appropriately licensed persons.</p>
7 Design by the Contractor	<p>7.1 The Contractor must develop the design of the Works provided by the Principal as is required to complete the design and construction of the Works, and when stated in the Contract Information progressively submit the completed design, comprising drawings, specifications, calculations and any statutory certificates required, to the Principal's Representative within the period stated in the Contract Information. The Contractor must not depart from the Principal's design, unless directed to by the Principal's Representative.</p> <p>7.2 The Contractor's completed design must comply with the Contract and be fit for the intended purpose of the Works which can be reasonably inferred from the Contract Documents.</p> <p>7.3 The Principal is not bound to check the Contractor's completed design for errors, omissions or compliance with the requirements of the Contract. The Principal is not liable to the Contractor for any claim whatsoever due to the Principal not detecting or notifying the Contractor of any errors, omissions or non-compliance with the requirements of the Contract in the Contractor's completed design.</p> <p>7.4 Except for the design provided by the Principal, responsibility for the completed design and its satisfaction of the Contract requirements remains solely with the Contractor and the Principal is relying on the Contractor's care, knowledge, skill and experience in carrying out this responsibility. The Contractor must grant to the Principal an irrevocable licence to use the Contractor's design for the Works. Such licence is also to include any subsequent</p>

	repairs to, maintenance or servicing of (including the supply of replacement parts), or additions or alterations to, the Works.
8 Site	<p>8.1 The Principal must give the Contractor possession of sufficient of the Site by the time stated in the Contract Information. If the Principal has not given the Contractor possession of the whole Site, the Principal will from time to time give the Contractor possession of such further parts of the Site as may be necessary to enable the Contractor to carry out the Works, but is not required to give the Contractor sole or uninterrupted possession of, or access to, the Site. The Contractor must implement a security system for the Site to prevent unauthorised entry to work sites, and give the Principal's Representative, agents and other authorised persons, and other authorised contractors reasonable and safe access to the Site.</p> <p>8.2 The Site is within a Park that will continue operating, and the Contractor must not prevent the Park from continuing to operate normally, during the carrying out of the Works. Normal operations include:</p> <ul style="list-style-type: none"> (a) access to some visitor areas by the public; (b) day to day access to and maintenance of roads, trails, tracks and buildings by Park staff and other contractors; and (c) movement of both Park and public motor vehicles, including heavy plant, cars, trucks and buses. <p>8.3 The normal occupants and other persons authorised by the Principal will continue in possession and occupancy of the areas of the Park not included in the Site.</p> <p>8.4 Access to the operating Park in order to complete the Works, must be achieved in full cooperation with, and with a minimum of disruption to, those using the Park.</p>
9 Site conditions	<p>9.1 If the Contractor discovers that the conditions on, about or below the Site differ from what ought to have reasonably been anticipated, the Contractor must inform the Principal's Representative immediately and, where possible, before the conditions are disturbed. The Contractor is not entitled to any extra payment for the different site conditions, except where the different conditions are such that the Principal's Representative directs the Contractor to carry out a Variation, and then clause 38, Variations, will apply.</p>
10 Completion	<p>10.1 The Contractor must begin work on the Site as soon as practicable after being given possession of sufficient of the Site, and carry out the work with due expedition and without undue delay.</p> <p>10.2 The Contractor must carry out the work during the hours set out in clause 51, Working hours and working days. However if the Contractor becomes aware of any situation that urgently requires remedial or protective work to prevent injury to any person or loss or damage to property, the Contractor must carry out that work immediately and notify the Principal's Representative.</p> <p>10.3 The Contractor must complete the Works within the period for Completion specified in the Contract Information as adjusted under the Contract. The Contractor must inform the Principal's Representative when, in the Contractor's opinion, the Works have reached Completion. The Principal's Representative will:</p> <ul style="list-style-type: none"> (a) determine if the Works have reached Completion, and if so, the date of Completion; and (b) give the Contractor written notice of the determination. <p>10.4 If the Contractor is delayed in reaching Completion then the Contractor must notify the Principal's Representative within 14 days after the commencement of the delay and meet with the Principal's Representative to determine the cause of delay. Where such a delay is caused by:</p> <ul style="list-style-type: none"> (a) a direction given by the Principal's Representative, except under: <ul style="list-style-type: none"> (i) clauses 5, Standard of work; or (ii) clause 40, Suspension of work, where the event giving rise to the direction was not beyond the control of the Contractor; or (b) a breach of the Contract by the Principal; or (c) any event beyond the control of the Contractor, <p>the period for Completion must be extended.</p> <p>10.5 If the Principal's Representative and the Contractor do not agree on an extension to the period for Completion within 14 days of the meeting to agree the cause and extent of delay, the Principal's Representative will assess a reasonable extension.</p> <p>10.6 The Principal's Representative may for any reason and at any time extend the period for Completion.</p> <p>10.7 If the Contractor does not achieve Completion of the Works by the last day of the adjusted period for Completion then the Contractor must pay to the Principal liquidated damages from, but excluding, that date to and including the date the Works are completed at the rate stated in the Contract Information. Where no rate is stated common law damages will apply.</p> <p>10.8 The Contract conditions apply separately to each part of the Works and work under the</p>

GENERAL CONDITIONS OF CONTRACT

	<p>Contract identified in the Annexure as a Milestone, and references to the Works and work under the Contract, and to so much of the Works and work under the Contract as is included in each of the relevant Milestones identified.</p> <p>10.9 If a part of the Works and/or work under the Contract has reached Completion, but another part has not reached Completion, and the parties cannot agree upon the creation of another Milestone, the Principal's Representative may determine that the respective parts are Milestones.</p>
11 Equipment and materials incorporated into the Works	<p>11.1 The Contractor must supply at the Contractor's own cost all materials, labour and equipment required for carrying out the Works. The Contractor must use only equipment and materials that are:</p> <p>(a) in accordance with the Contract; or</p> <p>(b) otherwise acceptable to the Principal's Representative.</p> <p>11.2 The Contractor warrants that all materials and equipment that the Contractor supplies are:</p> <p>(a) suitable for their purpose;</p> <p>(b) subject to clause 5.7, in new condition and capable of safe use;</p> <p>(c) of the required quality; and</p> <p>(d) otherwise comply with the Contract.</p> <p>11.3 The Contractor must ensure that the benefit of any warranty that the Contractor obtains from a manufacturer or supplier of the materials and equipment incorporated into the Works is extended to the NSW Department of Environment and Climate Change.</p>
12 Items made available by the Principal	<p>The principal has pre-purchased ten (10) Steel Piles 406 O.D. x 12.7 W.T x 12.0 meters long for use in the project. These piles are on Goat Island and can be delivered to the site using the Hammerhead crane in the shipyard.</p>
13 Safety of mobile plant and equipment	<p>13.1 All mobile plant and equipment, whether provided by the Principal or the Contractor must be in a safe and reliable condition, and meet all relevant safety requirements, regulations and standards.</p>
14 The security of Principal's property	<p>14.1 Every person the Contractor employs for carrying out the Works must wear an identification badge acceptable to the Principal's Representative whenever they are on the Site.</p> <p>14.2 The Contractor must:</p> <p>(a) keep safely in a manner satisfactory to the Principal's Representative any key the Principal's Representative gives the Contractor;</p> <p>(b) return such keys to the Principal's Representative when asked;</p> <p>(c) notify the Principal's Representative immediately if any such key is lost; and</p> <p>(d) ensure that the keys are not copied.</p> <p>14.3 The Contractor must ensure that all gates on the Principal's property made accessible to the Contractor are closed and locked as directed by the Principal's Representative.</p>
15 Complying with law	<p>15.1 The Contractor must comply with all laws and notices from statutory authorities in carrying out the Works. The Contractor must give all notices necessary to comply with these requirements, and pay all necessary fees, charges and other imposts, other than those notices and imposts advised by the Principal as to be given or paid (or given or paid) by the Principal. The Contractor must obtain at its own cost all licences, authorisations, approvals and consents necessary to carry out the Works not specified in the Contract as having been obtained by the Principal.</p> <p>15.2 If the Contractor finds that a condition in any document forming part of the Contract conflicts with any law or notice, the Contractor must notify the Principal's Representative setting out what the Contractor advises is necessary to enable the Contractor to comply. As soon as practicable the Principal's Representative must give the Contractor appropriate directions to enable the Contractor to continue the work lawfully.</p> <p>15.3 Any change to the Works resulting from these directions will be regarded as a Variation.</p>
16 Use of dangerous substances	<p>16.1 The Contractor must not store or use any dangerous substance in the Principal's premises without the written consent of the Principal's Representative.</p> <p>16.2 The Contractor must dispose of any dangerous substances and their containers properly away from the Principal's property.</p>
B. SECURITY AND PAYMENT	
17 Security for performance	<p>17.1 The Contractor must provide security to the Principal for the due and proper carrying out of the work under the Contract of the amount stated in the Contract Information and in accordance with this clause 17.</p>

	<p>17.2 The security must be in the form of Contract Schedule 1 – Form of Unconditional Undertaking, provided by a financial institution approved by the Principal.</p> <p>17.3 The Contractor must provide the security within 14 days of the date of the Principal's letter of acceptance.</p> <p>17.4 If the Contractor fails to provide the security on time, or the security is insufficient, the Principal may:</p> <p>(a) withhold 10% of each payment otherwise due to the Contractor under clause 18, Payments, up to the amount of security stated in the Contract Information; or</p> <p>(b) give the Contractor notice under clause 35, Default.</p> <p>17.5 Please note GST does not apply to Security</p>
18 Payments	<p>18.1 The Contract Information states the payment method applicable, which is either monthly progress payments or milestone payments.</p> <p>Milestone payments</p> <p>18.2 If milestone payments apply, the Contractor must give the Principal's Representative a written claim for payment when Completion of a Milestone specified in the Contract Information is reached (refer to the Milestone Payment Schedule item). The claim must identify the Milestone, the amount claimed, how the amount is calculated, deductions to which the Principal is entitled and any payment for additions claimed, with the legal and factual basis of the claim, for extra costs or other amounts to which the Contractor is entitled under, or in connection with, the Contract.</p> <p>18.3 When Completion of a Milestone is reached, the amount which the Contractor is entitled to claim and be paid is the sum of:</p> <p>(a) for work for which the Principal accepted rates, an amount calculated by applying the rates to the applicable quantities of work carried out for the Milestone;</p> <p>(b) for work for which the Principal accepted a lump sum, the percentage of that lump sum stated in the Contract Information for the Milestone;</p> <p>(c) for any additions for which the Principal has agreed or assessed an amount in writing, or for which an amount has been finally determined under clause 41, Disputes, an instalment of the amount approved or determined that reflects the value of the additions carried out,</p> <p>less payments previously made (including under clause 41, Disputes), costs payable by the Contractor to the Principal and deductions to which the Principal is entitled under, or in connection with, the Contract, including but not limited to, retention moneys, liquidated damages and other damages whether liquidated or unliquidated.</p> <p>Monthly payments</p> <p>18.4 If monthly progress payments apply, the Contractor must give the Principal's Representative a written claim for payment which must identify the month, the work carried out, the amount claimed, how the amount is calculated, deductions to which the Principal is entitled and any payment for additions claimed, with the legal and factual basis of the claim, for extra costs or other amounts to which the Contractor is entitled under, or in connection with, the Contract.</p> <p>18.5 The amount which the Contractor is entitled to claim for a monthly progress payment and be paid is the sum of:</p> <p>(a) for work for which the Principal accepted rates, an amount calculated by applying the rates to the applicable quantities of work carried out to the date of the claim;</p> <p>(b) for work for which the Principal accepted a lump sum, the proportion of the lump sum equal to the proportion of the applicable work completed to the date of the claim;</p> <p>(c) for any additions for which the Principal has agreed or assessed an amount in writing, or for which an amount has been finally determined under clause 41, Disputes, the amount approved or determined for work carried out to the date of the claim,</p> <p>less payments previously made (including under clause 41, Disputes), costs payable by the Contractor to the Principal and deductions to which the Principal is entitled under or in connection with the Contract, including but not limited to, retention moneys, liquidated damages and other damages whether liquidated or unliquidated.</p> <p>Statutory Declaration</p> <p>18.6 With each claim for payment the Contractor must give the Principal a completed statutory Declaration, in the form of Contract Schedule 2 – Statutory Declaration. No payment will be due until the Statutory Declaration is received.</p> <p>Time for Payment</p> <p>18.7 Within 10 Business Days after receipt of the Contractor's claim for payment, the Principal will provide to the Contractor a payment schedule identifying the claim to which it relates and stating the payment, if any, which the Principal will be making. If the payment will be</p>

	<p>less than the amount claimed by the Contractor, the payment schedule will indicate why it is less. Business Day means any calendar day other than a Saturday, Sunday, public holiday in NSW; or 27, 28, 29, 30 or 31 December. Payment will be made within, and no payment will be due until, 28 days after the Contractor's written claim or 7 days after the statutory Declaration required under clause 18.6 is received, whichever is the later.</p> <p>Evidence of work</p> <p>18.8 Payment is not evidence of the value of work or an admission of liability or that the work is satisfactory, but is a payment on account only.</p> <p>Quantities</p> <p>18.9 Quantities for work set out in any Schedule of Rates are estimates only. The Contractor is responsible for calculating and supplying the quantities actually required to carry out the Works.</p>
19 Goods and Services Tax	<p>19.1 The Contractor must be registered for GST before it submits any claim for payment and will notify the Principal if it ceases to be registered for GST.</p> <p>19.2 The Principal acknowledges that it is registered for GST.</p> <p>19.3 If the Contractor does not advise its ABN prior to making a claim, the Principal will withhold tax from payments in accordance with the <i>A New Tax System (Pay As You Go) Act 1999</i>.</p>
20 Right to recover debts	<p>20.1 If the Principal claims a sum under or arising out of the Contract or any other contract between the Principal and the Contractor, the Principal may:</p> <ul style="list-style-type: none"> (a) set-off, withhold or deduct any debt or amount which the Contractor owes the Principal from any amount which is payable to the Contractor; and (b) if that is insufficient, make a demand against the security held under clause 17, Security for performance, and clause 65, Additional security and obligations for trustees. <p>20.2 The Principal may recover from the Contractor any balance that remains owing after all the set-offs, withholding, deductions and demands.</p>

C. CONTRACTOR'S RESPONSIBILITY

21 Conduct	<p>21.1 The Contractor must ensure the suitability and proper conduct of all persons, including the employees and subcontractors the Contractor employs for carrying out the Works, and set reasonable standards of conduct, investigate complaints about their behaviour and take appropriate action, including removal from the Site if so warranted.</p> <p>21.2 If The Principal's Representative considers them to be unsuitable to be employed on carrying out the Works the Principal's Representative may direct the Contractor to stop employing them on the Works and remove them from the Site and the Park, and the Contractor must comply.</p>
22 Long service levy	<p>22.1 Before commencing work under the Contract, the Contractor must:</p> <ul style="list-style-type: none"> (a) pay to the Building and Construction Industry Long Service Payments Corporation or the Corporation's agent the amount of the long service levy payable in respect of the building and/or construction work under the <i>Building and Construction Industry Long Service Payments Act, 1986</i>; and (b) produce to the Principal, the document evidencing payment of the levy.
23 Care and protection of persons and property	<p>23.1 From and including the date the Site is made available to the Contractor until the Completion of the Works, the Contractor is responsible for the care of the Works, constructional plant and other things entrusted to the Contractor by the Principal for the purpose of carrying out the Works. The Contractor must make good at the Contractor's expense any damage that occurs to the Works and other things while responsible for their care. The Contractor is also liable for damage caused by the Contractor after Completion of the Works, including during the Defects Liability Period.</p> <p>23.2 The Contractor indemnifies and keeps the Principal indemnified against any loss of or damage to the property of the Principal (including existing property in, about or adjacent to the Works), and against any legal liability for personal injury or death, or loss of or damage to the property of others, arising from the carrying out of the Works.</p> <p>23.3 The Contractor must take effective measures for the protection, health and safety of persons and protection of property, and for the avoiding of injury to persons, and of loss or damage to property, while the Contractor is carrying out the Works.</p> <p>23.4 The Contractor must minimise and, where possible, prevent interference, damage, nuisance or inconvenience to the owners, tenants and occupiers of the premises and any property on or adjacent to the Site. The Contractor is liable for any such damage caused.</p> <p>23.5 Nothing in this clause 23 relieves the Principal from liability for the Principal's own default and defaults of others for whom the Principal is liable.</p>

24 Consistency of documents	<p>24.1 The Contract Documents will be taken as mutually explanatory and anything contained in one but not in another will be treated as if contained in all. The Contractor must notify the Principal's Representative immediately in writing if the Contractor finds an ambiguity, discrepancy or inconsistency in or between the Contract Documents before starting related work, allowing sufficient time to avoid delaying the work, and follow the directions given by the Principal's Representative.</p> <p>24.2 The Principal's Representative must give the Contractor a direction in response.</p>
25 Claims	<p>25.1 The Principal is not liable to meet a claim from the Contractor over a matter arising out of the Contract, and the claim is barred, unless the Contractor:</p> <ul style="list-style-type: none"> (a) submits the claim together with full particulars (including the legal and factual basis of the claim) in writing within 28 days of the occurrence of the event or circumstances on which the claim is based; or (b) gives written notice of the Contractor's intention to claim within that time and the Contractor submits the claim with full particulars (including the legal and factual basis of the claim) before a time otherwise agreed by the Principal. <p>25.2 Any claim by the Contractor on the Principal must be made within 28 days after the date of the Principal's Representative's written notice of Completion of the whole of the Works under clause 10, Completion. All claims whatsoever by the Contractor against the Principal made after that time are barred. However, if the Contract includes a Defects Liability Period, and the Contractor has a claim against the Principal under clause 5, Standard of work, or because of an event which occurred during the Defects Liability Period, the Contractor may make that claim up to 28 days after the end of the Defects Liability Period. If the claim is made after that time it is barred.</p>
D. INSURANCE	
25A Approved insurers and terms	<p>25a.1 All insurers used and insurance terms are subject to the approval of the Principal.</p> <p>25a.2 In regard to reducing risks, the Principal prefers approved insurers listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA, and Lloyds underwriters. Lists appear on the APRA website at: http://www.apra.gov.au/.</p>
26 Workers compensation insurance	<p>26.1 The Contractor must ensure that, before commencing any work under the Contract, the Contractor and each subcontractor hold the workers compensation insurance required by law. A subcontractor taken to be an employee of the Contractor under the law must be covered by the Contractor's workers compensation insurance.</p>
27 Public liability insurance	<p>27.1 The Contractor must ensure that, before commencing any work under the Contract, the Contractor holds public liability insurance, covering the Contractor, all subcontractors and the Principal, to an amount of not less than \$20,000,000 for any single occurrence.</p> <p>27.2 The public liability insurance cover must include a cross liability clause in which the insurer agrees:</p> <ul style="list-style-type: none"> (a) to waive all rights which entitle it to enforce the rights of others (otherwise known as "rights of subrogation"), or to take action against any of the persons insured; and (b) for this purpose, to act as if a separate policy had been issued to each of those persons insured.
28 Insurance of the Works and other insurance	<p>28.1 The Contractor must ensure that before commencing work on the Site, the Contractor holds or takes out insurance covering the Contractor, all subcontractors and the Principal, for loss or damage to the Works, any temporary works and all materials, constructional plant and other things that are brought onto the Site, stored off the Site or in transit, by or on behalf of the Contractor, or are entrusted to the Contractor by the Principal, regardless of whether such items are incorporated into the Works. The amount insured must not be less than the Contract Sum for any one occurrence.</p> <p>28.2 If the work under the Contract includes work described in (a), (b) or (c) below, the Contractor must hold the following additional insurance policies before starting such work:</p> <ul style="list-style-type: none"> (a) for the use of water-borne craft in excess of 8 metres in length; marine liability insurance; (b) for the design of the Works to be covered by insurance held by the Contractor where specified in the Contract Information; professional indemnity insurance; and (c) asbestos Decontamination, including stripping, encapsulation or removal; asbestos Decontamination work insurance. <p>The policy under (a) must be in the name of the Contractor and must cover the Contractor, the Principal, and all subcontractors employed from time to time in relation to the carrying out of the Works, for their respective rights and interests and cover their liabilities to third parties. The policy must be for an amount not less than \$5,000,000 for any one occurrence and include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons covered.</p>

	<p>The policy under (b) must cover the Contractor for liability to the Principal for a minimum amount of \$500,000 or 20% of the Contract Sum, whichever is greater, for loss (whether economic loss only or other loss) in a single occurrence arising from errors or omissions in design of the Works carried out by the Contractor or any subcontractor.</p> <p>The policy under (c) must be a policy of insurance covering the work, taken out within 30 days of asbestos Decontamination work commencing, with an insurer and in terms both approved in writing by the Principal, covering the Contractor, Principal and all subcontractors employed on the Works.</p>
29 Maintaining insurance policies	<p>29.1 For the purpose of defining the insured under insurance policies required by the Contract, the Principal will mean the State of NSW, Minister for the Environment for the State of NSW, Director-General of the NSW Department of Environment and Climate Change, and other employees and agents of the NSW Department of Environment and Climate Change.</p> <p>29.2 The Contractor must maintain all required insurance policies until reaching Completion of the whole of the Works and for any Defects Liability Period described in the Contract Information, except for any professional indemnity insurance, which must be held for 7 years after this time.</p> <p>29.3 If the Contractor fails to effect or maintain any insurance, the Principal may effect the insurance at the Contractor's cost, or act under clause 35, Default.</p>
E. ADMINISTRATION	
30 Agreement and consent	<p>30.1 Wherever the Principal's consent or agreement is required, it must not be withheld unreasonably. Wherever the Contractor's agreement is required, it must not be withheld unreasonably.</p>
31 Unconditional Undertakings – approved institutions	<p>31.1 For the purpose of giving Unconditional Undertakings, the Principal has approved banks, building societies, credit unions and insurance companies listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA. Lists appear on the APRA website at: http://www.apra.gov.au/.</p>
32 Joint and several liability	<p>32.1 If two or more persons enter the Contract as the Contractor, then each such person individually and jointly must comply with its conditions and is jointly and severally liable.</p> <p>32.2 If the Contractor gives the Principal a notice, it must be treated as a notice by all of the persons that are the Contractor.</p> <p>32.3 If the Principal gives the Contractor a notice or direction, it must be treated as a notice and direction to all of the persons that are the Contractor.</p>
33 Subcontracting	<p>33.1 The Contractor may only subcontract any part of the work if the Principal agrees in writing first.</p> <p>33.2 An agreement to allow the Contractor to subcontract will not relieve the Contractor of any of the Contractor's responsibilities or obligations under the Contract.</p> <p>33.3 The Contractor is liable to the Principal for the acts, defaults and neglect of any subcontractors, or any persons they employ, as fully as if they were the Contractor's acts, defaults or neglect.</p> <p>33.4 The Contractor is responsible for paying subcontractors for their work.</p>
34 Assignment	<p>34.1 The Contractor may only assign or transfer a right or benefit under the Contract to another person if the Principal agrees in writing first.</p>
35 Default	<p>35.1 Without prejudice to any other rights which the Principal has, including the Principal's common law rights for damages or to terminate without first giving notice to remedy a breach, if the Contractor commits a substantial breach of the Contract, including:</p> <ul style="list-style-type: none"> (a) failing to carry out a direction of the Principal's Representative within the time specified or if no time is specified, within a reasonable time; or (b) not progressing the carrying out of the Works at a reasonable rate or with due expedition and without undue delay; or (c) failing to carry out the Works with due skill, care and competence; or (d) failing to maintain any registration or licence required by law to carry on activities required under the Contract; (e) failing to provide security as required under clause 17, Security for performance; (f) failing to provide security as required under clause 65, Additional security and obligations for trustees: or (g) failing to effect and maintain insurance policies as required under the Contract, <p>the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.</p> <p>35.2 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 the Principal may immediately:</p>

	<p>(a) terminate the Contractor's employment under the Contract by notice in writing to the Contractor; and</p> <p>(b) at its sole discretion, employ others to complete the Works.</p> <p>35.3 The Principal will calculate the difference between:</p> <p>(a) the cost to the Principal of having the Works completed by others; and</p> <p>(b) the amount that would have been paid to the Contractor to complete the Works.</p> <p>If the calculation results in a shortfall to the Principal, the difference will be a debt due by the Contractor to the Principal that must be paid to the Principal within seven days of a written demand for payment.</p> <p>The Principal may make provisional assessments of the amounts payable to the Principal under this clause 35 and may demand them against the security held under clause 17, Security for performance, and clause 65, Additional security and obligations for trustees.</p>
36 Bankruptcy or insolvency	<p>36.1 If the Contractor indicates it does not have the resources to perform the Contract, is wound up or is Declared insolvent then 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 will be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract.</p> <p>36.2 The Contractor will be considered to be wound up if an application for winding up is made which is not stayed within 14 days or a winding-up order is made. The Contractor will be considered insolvent if: a controller, administrator, receiver, receiver and manager, provisional liquidator, or liquidator is appointed; or a mortgagee enters into possession of any property of the Contractor; or notice is given of a meeting of creditors for the purposes of a deed of arrangement; or any actions having a similar effect are taken.</p>
37 Termination for convenience	<p>37.1 The Principal may terminate the Contract by giving notice, with effect from the date stated in the notice, for its convenience and without the need to give reasons. The Contractor must leave the Site by the date stated in the termination notice and remove all plant, equipment and temporary work (including amenities) it has brought onto the Site for carrying out the Works that is not part of the Works and is not required by the Principal.</p> <p>37.2 If the Contract is terminated under clause 37.1, the Principal must pay the Contractor:</p> <p>(a) the value of all work carried out (as determined under clause 18, Payments) up to the date the termination notice takes effect, taking into account all previous payments; plus</p> <p>(b) the reasonable, direct costs of removal of the temporary work and other things from the Site incurred by the Contractor, but only if the Contractor complies with a strict duty to mitigate costs; plus</p> <p>(c) 2% of the difference between the Contract Sum, adjusted by any amounts the Principal has agreed or assessed in writing, or amounts finally determined under clause 41, Disputes, and the total of all amounts paid and payable to the Contractor under (a) and (b) above.</p> <p>37.3 The payments referred to in this clause 37 are full compensation for termination under clause 37, and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise.</p> <p>37.4 If the Contract is terminated under clause 37.1, the Principal must return the security held under clause 17, Security for performance, and clause 65, Additional security and obligations for trustees, subject to its rights under the Contract.</p> <p>37.5 The Contractor must include in all subcontracts, including supply agreements, an equivalent provision to this clause 37.</p>
38 Variations	<p>38.1 The Principal's Representative may direct the Contractor to carry out a Variation and the Contractor must carry out the direction. The Principal's Representative and Contractor must meet to agree on the reasonable amount payable to, or deductible from the amount otherwise payable to, the Contractor for the Variation. If they do not agree within 14 days after the meeting, the Principal's Representative will assess that amount.</p> <p>38.2 A Variation will not invalidate the Contract.</p> <p>38.3 A Variation must be assessed:</p> <p>(a) using the rates and prices in any Schedule of Rates where they apply; and</p> <p>(b) using reasonable prices otherwise.</p>
39 Defects Liability Period	<p>39.1 The Contractor must make good any part of the Works which is not in conformity with the Contract, which becomes apparent prior to Completion or during the Defects Liability Period stated in the Contract Information and as required by law.</p> <p>39.2 At the end of the Defects Liability Period, or within 28 days after the date of Completion of the Works if there is no Defects Liability Period stated, the Principal will return any security held as Unconditional Undertakings or otherwise under clause 17, Security for performance, less any amounts payable by the Contractor to the Principal.</p>

40 Suspension of work	<p>40.1 The Principal's Representative may direct the Contractor to suspend all or part of the Works and the Contractor must carry out the direction. If the need to suspend the work is due to any act or omission of the Principal, the Principal's Representative and Contractor must 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's Representative will assess those extra costs.</p> <p>40.2 The Contractor must recommence the suspended parts of carrying out the Works as soon as practicable after being directed to do so by the Principal's Representative.</p>
41 Disputes	<p>41.1 If either party is dissatisfied with an act or omission of the other party in connection with the Contract, including assessment of a claim, failure to agree, or a direction, that party must notify the Principal's Nominee and the other party in writing of a dispute within 14 days of the act or omission. The notifying party must provide particulars, including the factual and legal basis of any claimed entitlement. If a party gives notice of a dispute but not within the time provided by this clause 41, then it is not entitled to interest for the period before the party gave notice.</p> <p>41.2 Within 7 days of the giving of the notice, the Contractor and Principal's Nominee will meet to attempt to resolve the dispute.</p> <p>41.3 If the dispute is not resolved within 14 days after the notice providing all particulars of the dispute, the parties must appoint an independent Expert. If the parties fail to agree upon an Expert, either may request the Chief Executive Officer of the Australian Commercial Disputes Centre Ltd Sydney to nominate an Expert. If there is no Chief Executive Officer or the Chief Executive Officer fails to make a nomination within a reasonable time, the Principal will nominate an Expert.</p> <p>41.4 The person nominating the Expert must not nominate:</p> <ul style="list-style-type: none"> (a) an employee of the Principal or Contractor; (b) a person who has been connected with the Contract; or (c) a person upon whose appointment the Principal and the Contractor have previously failed to agree. <p>41.5 When the person to be the Expert has been agreed on or nominated, the Principal, on behalf of both parties, must appoint the expert by letter of engagement, copied to the Contractor, setting out:</p> <ul style="list-style-type: none"> (a) the dispute being referred to the Expert for a Decision; (b) the Expert's fees; (c) the procedures detailed in this clause 41; and (d) any other matters which are relevant to the engagement. <p>41.6 The Principal and the Contractor must share equally the Expert's fees and out-of-pocket expenses, including any security deposit if required. Each party must otherwise bear their own costs and share equally any other costs of the process.</p> <p>41.7 Each party must make written submissions to the Expert and provide a copy to the other party as follows:</p> <ul style="list-style-type: none"> (a) within 7 days after the appointment of the Expert, the notifying party must submit details of the claimed act or omission or other matter; and (b) within 14 days after receiving a copy of that submission, the other party must submit a written response and that response may include cross-claims. <p>41.8 The Expert must Decide whether any claimed event, act or omission did occur and, if so:</p> <ul style="list-style-type: none"> (a) when it occurred; (b) what term of the Contract or other obligation in law, if any, requires the other party to pay the claimant money or otherwise act in respect of it; and (c) the merits in law of any defence or cross-claim raised by the other party. <p>41.9 The Expert must then Decide the amount, if any, which one party is legally bound to pay the other on account of the event, act or omission or other matters.</p> <p>41.10 The Expert must also decide any other questions required by the parties, as set out in the dispute referred to the Expert.</p> <p>41.11 In making the Decision, the Expert acts as an expert and not as an arbitrator and is:</p> <ul style="list-style-type: none"> (a) not liable for acts, omissions or negligence; (b) to make the Decision on the basis of the written submissions from the parties and without formalities such as a hearing; (c) required within 35 days of appointment, or another period agreed by the parties, to give the Decision in writing, with brief reasons, to each party; and (d) bound by the rules of natural justice. <p>41.12 If the Expert Decides that one party is to pay the other an amount exceeding \$250,000 (calculating the amount without including interest on it), and within 14 days of receiving the</p>

	<p>Decision of the Expert, either party gives notice in writing to the other that the party is dissatisfied, the Decision will be of no effect and either party may then commence litigation.</p> <p>41.13 Unless a party has a right to commence litigation under clause 41.12:</p> <p>(a) the parties must treat each determination of the Expert as final and binding and give effect to it; and</p> <p>(b) if the Expert Decides that one party owes the other party money, subject to clause 18, that party must pay the money within 28 days of receiving the Decision of the Expert.</p>
42 Service of documents	<p>42.1 Any direction, notice or other document must be:</p> <p>(a) delivered in person; or</p> <p>(b) sent by prepaid post to the address last notified in writing; or</p> <p>(c) sent by facsimile to the facsimile number last notified in writing; or</p> <p>(d) sent by e-mail to the address last notified in writing.</p> <p>42.2 If a document is posted, it will be taken to be received within 3 days after posting.</p> <p>42.3 If a document is sent by facsimile or e-mail, it will be taken to be received at the time stated on a report of satisfactory transmission.</p>
43 Individual validity of conditions	<p>43.1 A court ruling that a condition of the Contract is unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation does not affect the remaining conditions.</p>
44 Applicable law	<p>44.1 The Contract is governed by the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.</p>

F. GENERAL ADMINISTRATION AND MANAGEMENT

45 Exchange of information between Government agencies	<p>45.1 The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor available to other NSW Government agencies or local government authorities. Such information may include, but is not limited to, any information provided by the Contractor to the Principal and any information relating to the Contractor's performance under the Contract.</p> <p>45.2 The Contractor acknowledges that any information about the Contractor from any source, including substantiated reports of unsatisfactory performance may be taken into account by the Principal and NSW Government agencies in considering whether to offer the Contractor future opportunities for NSW Government work.</p> <p>45.3 The Principal regards the provision of information about the Contractor to any NSW Government agency or local government authority as privileged under Section 22 of the <i>Defamation Act 1974</i>. The Principal and the State of NSW will reject claims in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Contractor arising out of the communication.</p>
46 Application of Schedule of Rates	Not Applicable
47 Security of payment	<p>47.1 General</p> <p>In this clause 47 "subcontract" includes an agreement for supply of goods or services (including professional services and plant hire) or both and "subcontractor" includes a supplier of goods or services (including professional services and plant hire) or both.</p> <p>The Contractor must ensure that each subcontract, whether written or oral, entered into by the Contractor or any subcontractor in respect of the work under the Contract and which has a value of \$25,000 or more at the commencement of the subcontract, includes provisions in the form or to the effect of the form, as the case may be, of those contained in this clause 47, including the provisions of this subclause 47.1.</p> <p>GST does not apply to security payments.</p> <p>47.2 Options as to form of security</p> <p>Each subcontract which:</p> <p>(a) requires the subcontractor to provide a cash security to its principal;</p> <p>(b) allows the subcontractor's principal to deduct retention moneys from any payment made by it to the subcontractor; or</p> <p>(c) provides for both of the above,</p> <p>must allow the subcontractor the option at any time to provide an Unconditional Undertaking or Unconditional Undertakings in lieu of a cash security or retention moneys.</p> <p>To the extent that the subcontractor provides an Unconditional Undertaking or Undertakings, the subcontractor's principal must not deduct retention moneys and must</p>

forthwith release to the subcontractor any retention moneys or cash security then held.

47.3 Trust for cash security and retention moneys

Each subcontract must include a provision having the effect that:

- (a) when a party receives or retains security in cash or converts security to cash, that security is held in trust by the security holder from the time of receipt, retention or conversion, as the case may be, and the security holder must forthwith deposit the money into a trust account in a bank selected by that party;
- (b) the moneys must be held in trust for whichever party is entitled to receive them until they are paid in favour of that party and the security holder must maintain proper records to account for such moneys; and
- (c) any interest earned by the trust account must not be held in trust, and must be owned by the party holding the security.

If the party holding security has a policy of insurance protecting subcontract payments due to the other party which is equivalent to the HIA Security of Payment Bond, then compliance with the above of this subclause is not required.

Whenever requested by the Principal to provide evidence verifying that the Contractor is holding in trust an amount which the Contractor must be holding in trust, the Contractor must provide evidence to the reasonable satisfaction of the Principal that the amount is held in trust. If the Contractor fails to do so then, in addition to any other remedy which the Principal may have against the Contractor, the Principal may withhold an equivalent amount from payments to the Contractor.

47.4 Payments

Each subcontract must include:

- (a) an obligation for the subcontractor's principal to pay the subcontractor regular progress payments of 100% of the value of work, goods or services provided by the subcontractor less only retention moneys, if any, paid into the trust account referred to in subclause 47.3.
- (b) an entitlement to progress payments within a period not exceeding,
 - in the case of the Contractor's subcontractors, 28 days; and
 - in the case of all other subcontractors, 35 days, after the date upon which a progress claim, which includes work, goods or services provided under the subcontract, is lodged by the Contractor with the Principal's Representative.
- (c) provisions equivalent to the next two paragraphs of this subclause.
 - nothing in this subclause must be read so as to prevent the Contractor from paying a subcontractor an amount in excess of that claimed from the Principal, or before the time stipulated in this subclause 47.4.
 - if any provision of the first paragraph of this subclause 47,3 is inconsistent with any other provision in a subcontract, the provisions of the first paragraph will prevail to the extent of the inconsistency.

47.5 Alternative dispute resolution

Each subcontract must include provisions incorporating the dispute resolution procedures outlined in the Contract except that, in each case, it must not be mandatory for the subcontractor to pursue the contractual dispute resolution mechanism if the only remedy sought by the subcontractor is an order that the subcontractor's principal pay to it an amount which is not disputed to be due and payable under the subcontract.

47.6 Documents to be provided to subcontractors

Each subcontract must include a provision which requires the subcontractor's principal to provide to the subcontractor, before the subcontractor commences work under the subcontract, a copy of the following provisions of the contract between the subcontractor's principal and its principal:

- (a) the provision equivalent to this clause 47; and
- (b) the clauses relating to proof of payment of subcontractors, times for payment claims and payment and alternative dispute resolution.

47.7 Register of subcontracts

Maintain a register of all subcontracts which have a value of \$25,000 or greater showing brief details of the subcontract work, the name, address and telephone number of the subcontractor, and provide an up to date copy of the register when requested by the Principal's Representative.

If further requested by the Principal's Representative, provide an unpriced copy of the subcontract agreement within 14 days of such request.

48	Aboriginal Participation	Not Applicable
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GENERAL CONDITIONS OF CONTRACT

<p>49 Audit and review</p>	<p>49.1 Make available, on request, all records, including those of or relating to subcontractors relevant to compliance with requirements of the Contract, for the purposes of audit, review or surveillance by the Principal. Provide all reasonable assistance during the audits or reviews including attendance by the Contractor.</p> <p>49.2 Promptly implement effective corrective action on matters disclosed by audit or review.</p>
<p>50 Order of work under the Contract</p>	<p>50.1 Submit when requested by the Principal, a program in the form of a bar chart and network diagram, showing the dates by which and the times within which the various stages or parts of the work under the Contract are to be carried out.</p>
<p>51 Working hours and working days</p>	<p>51.1 Unless the Contract provides otherwise, the working hours on the Site will be up to 9 hours per day worked between 7 a.m. and 5 p.m., and the working days will be Monday to Friday inclusive, but excluding public holidays and one day every 4 weeks, usually a Monday which is a rostered day off.</p> <p>51.2 In approving a change to the working hours or working days the Principal's Representative may attach conditions. Such conditions may include, but will not be limited to, a prohibition of or restriction on the performance of work which requires surveillance, and may also include a requirement that the Contractor meets the costs of surveillance, by or on behalf of the Principal, of work during times approved by the Principal's Representative.</p>
<p>52 Existing services</p>	<p>52.1 Existing services include, but are not limited to, drains, watercourses, public utilities, water, sewerage, stormwater, telecommunications, electricity and the like, and include both above ground and below ground services.</p> <p>52.2 The Contractor is responsible for determining the location and type of all existing services.</p> <p>52.3 The Contractor must notify the Principal's Representative immediately upon the discovery of any existing services obstructing the Works.</p> <p>52.4 Subject to clause 9, Site conditions, where an existing service obstructs the Works and requires diversion or relocation, the Contractor must bear all resulting costs and delays.</p> <p>52.5 Existing services obstructing the Works or if damaged in the course of the Contract, must be dealt with as follows:</p> <ul style="list-style-type: none"> (a) if the service is to be continued: repair, divert and relocate as required; and (b) if the service is to be abandoned: cut and seal or disconnect and make safe as required. <p>52.6 Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor must bear all costs and any delays for repairing or disconnecting the service.</p>
<p>53 Occupational Health and Safety management</p>	<p>Requirement</p> <p>53.1 The Contractor and Contractor's health and safety management must comply, and the Contractor must ensure all subcontractors comply, with the NSW Government <i>OH&S Management Systems Guidelines 4th edition</i> (OH&S Guidelines) including the following obligations:</p> <p>53.2 When any part of the Site is made available to, or occupied by, anyone authorised by the Principal, ensure a report, containing the information employers and controllers of premises are required to provide under clauses 13(3) and 38 of the <i>NSW Occupational Health and Safety Regulation 2001</i> (OH&S Regulation 2001), is provided to the Principal and that person before they use the Site. The report must include all the available information about the hazards and risks not eliminated and the controls in place. Such information must also be included in operation and maintenance manuals, or equivalent, provided for the Works.</p> <p>Principal contractor</p> <p>53.3 The Contractor is appointed the principal contractor and controller of the Site and other work sites of the Contractor for the construction work being carried out on behalf of the Principal, to exercise such authority and control as is necessary to enable the Contractor to discharge the responsibilities imposed on a principal contractor and controller by the OH&S Regulation 2001.</p> <p>53.4 Provide a sign on the Site, clearly visible from outside the Site, showing the name and contact telephone numbers (including after hours emergency numbers) of the principal contractor.</p> <p>53.5 Notify any other contractors engaged by the Principal on the Site of the appointment and that any appointment of them as a principal contractor is withdrawn. Cooperate with and coordinate any such contractors and any others involved in the construction work to ensure all OH&S responsibilities are discharged in a coordinated manner. As the principal contractor, to ensure this coordination, issue instructions to such contractors and any others, and ensure the instructions do not require these contractors to contravene or exceed their responsibilities under the OH&S Regulation 2001 or commit the Principal to any additional expense.</p> <p>Site-specific Safety Management Plan</p> <p>53.6 Document, implement and maintain a Site-specific Safety Management Plan, and ensure</p>

that each subcontractor documents, implements and maintains an appropriate Site-specific Safety Management Plan, and each consultant that is able to influence health and safety outcomes implements an OH&S management plan. The plans must comply with the OH&S Guidelines and this clause 53.

- 53.7 When the Contractor's Site-specific Safety Management Plan identifies and assesses the OH&S hazards/risks associated with the work of a subcontractor/consultant; and provides complete and commonly applicable provisions for that work (including statements of responsibilities, design and other consultant services, OH&S induction and training, incident management, risk/hazard identification/assessment and control, consultation, Safe Work Method Statements and site safety rules (as applicable)); the subcontractor/consultant may adopt the Contractor's Plan, and submit only Safe Work Method Statements for the work activities assessed as having health and safety risks.
- 53.8 Submit the Contractor's Site-specific Safety Management Plan, less Safe Work Method Statements, no later than 14 days before the design or construction work for which it applies commences, at least covering that work. Do not start the work before complying documents are submitted. Submit revisions to the Plan.
- 53.9 Ensure that the Contractor's certification of the provision and compliance of other Site-specific Safety Management Plans, consultant OH&S management plans and the Safe Work Method Statements (with copies of those dealing with the applicable risks identified in subclause Guidance on Preparation of Plans and Safe Work Method Statements below) are submitted no later than 14 days before the design or construction work for which they apply commences, at least covering that work. Do not start the work before complying documents are submitted. Submit revisions to the certification following reviews, revisions and amendments.

Guidance on preparation of management plans and Safe Work Method Statements

- 53.10 Guidance on OH&S management plans and Safe Work Method Statements is contained in NSW Government publication *How to prepare Site-specific Safety Management Plans and Safe Work Method Statements*, which is available at: <http://www.construction.nsw.gov.au/publications>.
- 53.11 Such guidance on preparing these is also available in the WorkCover *Subby Pack* with a Safe Work Method Statement form (see <http://www.workcover.nsw.gov.au>).
- 53.12 As part of the OH&S management plan implementation, inspect the work sites and identify hazards arising from the sites. Assess the risk of harm to health and safety of any person arising from any hazard identified, and implement measures to eliminate or control/minimise and monitor all such risks. Involve the person(s) performing the work in identifying the hazards and assessing risks at the work site.
- 53.13 In reviewing and assessing risks, take into account, but do not only rely on, any hazard identification or risk assessment or risk management information provided by the Principal. The Principal does not represent that it has identified all hazards applicable to the work.
- 53.14 The Safe Work Method Statements must cover all health and safety risks, be regularly reviewed and amended when conditions change. They must as a minimum, where applicable, be submitted for, cover and be certified as covering the control of risks with, all work involving electrical installations and use of power tools (including explosive tool); scaffolding, formwork and temporary supports; moving plant and work near traffic; unloading materials and equipment; excavations and trenching; work at heights; confined spaces; hazardous substances; demolition work; use of explosives; gas installations; work near public places; and work involving drowning risks.

Certification of formwork

- 53.15 In this clause 53, the terms "qualified engineer" and "formwork" have the meanings given in Clause 209 of the OH&S 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.
- 53.16 Inspection and certification of formwork, if required by clause 233 of the OH&S 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.
- 53.17 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.
- 53.18 Submit formwork certification before commencing the use of the formwork. Do not use the formwork before this certification is submitted.

Design

53.19 Periodically review and revise design prepared under the Contract to ensure that all reasonably foreseeable hazards and risks to health and safety (including in the execution of the design, and in the use, maintenance, repair, operation and demolition of the built asset designed) are identified, assessed and, where practicable, eliminated. Where it is not practicable to eliminate risks, to the extent practicable, effectively control the risks by design or, where this is not practicable, by operational requirements. Document and report on, as part of regular design reports, the review and identification of hazards/risks and controls, including any operational requirements.

Site Safety Rules

53.20 Site safety rules must, as a minimum, effectively identify and implement the provisions shown below. Site safety rules must make it a condition of entry to the applicable work site that all employees and visitors comply with the provisions.

- (a) **Industry OH&S Induction.** All persons working on the work site must complete, and display evidence of completing, Industry OH&S Induction prior to commencing work on the work site.
- (b) **Site Induction.** All persons working on or visiting the work site must attend a Site Induction prior to entering the work site. Visitors may enter a work site if accompanied by a person who has attended a Site Induction.
- (c) **Safe Work Method Statements.** Safe Work Method Statements must be prepared before the work starts and then used for all work activities assessed as having health and safety risks. They must be revised when conditions change.
- (d) **Safety Helmets and Footwear.** Safety helmets and footwear must be worn by all supervisors, other employees, and visitors in building and construction areas at all times. The helmets must comply with AS 1801. The footwear must comply with AS 2210.
- (e) **Safety Vests.** Safety vests must be worn by all supervisors, other employees and visitors in building and construction areas at all times when plant and equipment is in operation at the work site or at other times as directed by the Contractor or relevant subcontractor.
- (f) **Alcohol and Drugs.** The consumption of alcohol, during working hours, and illegal drugs is prohibited.
- (g) **Personal Protective Equipment (PPE).** PPE, such as safety eye protection, hearing protection, safety gloves and masks and the like, must be worn, particularly when welding, drilling and with all other tasks with similar risks.
- (h) **Accidents and Incidents.** Accidents and injuries must be reported immediately to the Contractor's and applicable subcontractor's site representative in charge.
- (i) **First Aid.** All persons requiring first aid treatment must contact the first aid officer who will administer the treatment and record the injury in the WorkCover NSW Register of Injuries, including the person's name and the nature of the injury.
- (j) **Fire Prevention.** Fire prevention must be employed by all persons on the work site, and an appropriate fire extinguisher must be on hand for all hot work.
- (k) **Housekeeping.** Work areas must be kept clean and tidy, with rubbish and other safety hazards, cleaned up promptly. All protruding nails must be removed immediately from timber.
- (l) **Electrical.** All temporary electrical work and electrical plant must comply with the WorkCover NSW *Code of Practice for Electrical Practices for Construction Work* and AS/NZS 3000 *Wiring Rules*.
- (m) **Leads and Power Tools.** Every owner must ensure all leads and power tools are inspected and tagged by a licensed electrician prior to their use and thereafter at monthly intervals. All details of their inspection must be recorded in a work site log book. Details on the tags and in the log book must include the licence number of the electrician, date of the inspection and the owners plant number of the item inspected. The maximum length of any power lead must not exceed 30 metres.
- (n) **Mobile Plant.** Every owner of mobile plant must ensure that it is registered with WorkCover NSW when required and that operators are appropriately qualified. Mobile plant must be fitted with working hazard lights/reversing lights and beepers.
- (o) **Hazardous Substances.** Chemicals and other hazardous substances must be used and stored in compliance with the relevant Material Safety Data Sheets (MSDS) and details must be recorded on the Register of Hazardous Substances.
- (p) **Working at Height.** Working at heights above 2 metres must be in accordance with WorkCover NSW requirements, including clause 233, OH&S Regulation 2001, regarding formwork certification.
- (q) **Security and Public Access.** Security measures, including perimeter fencing, will be used to prevent unauthorised access to building and construction areas, and ensure safe access and passage for all those on and adjacent to the work site.

	<p>(r) Toolbox Talks. There will be regular discussions between and consultation with those working on the work site on site health and safety matters.</p> <p>Accident and incident management</p> <p>53.21 Before commencing any work on the Site, nominate to the Principal the persons who will be responsible for investigating accidents and incidents and initiating corrective actions outside normal working hours. Nominate procedures for contacting them. Notify promptly any changes to such nominations and procedures.</p> <p>Serious incident reports</p> <p>53.22 Immediately notify WorkCover NSW and the Principal of any serious incident. Then formally notify WorkCover NSW in accordance with the OH&S Regulation 2001 (Part 12.1), using the prescribed form, and immediately supply an additional copy to the Principal. If requested, supply a written report to the Principal in the form directed.</p> <p>Prohibition and Improvement Notices (PIN's) and On-The-Spot Fines</p> <p>53.23 Immediately notify the Principal of any PIN or on-the-spot fine issued by WorkCover NSW for a breach. Provide the Principal with a copy of the PIN or fine notice and written details of the corrective action taken by the Contractor and the applicable subcontractor to rectify the breach and to prevent recurrence.</p> <p>Construction Work Site Checklist</p> <p>53.24 Provide to the Principal at each regular site meeting a completed <i>Construction Work Site Checklist</i> (in the form of Contract Schedule 4) covering all work involving health and safety risks, and reviewing the reasonable health and safety precautions taken. Rectify all non-conformance indicated by the completed Checklists and prevent recurrences.</p> <p>Failure to comply</p> <p>53.25 If at any time the Contractor has not carried out its obligations under this clause 53, 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.</p>
<p>54 Hazardous substances</p>	<p>54.1 Definition</p> <p>A hazardous substance includes a substance that is listed in the document entitled <i>List of Designated Hazardous Substances</i> published by Worksafe Australia; or a substance that fits the criteria for a hazardous substance set out in the document entitled <i>Approved Criteria for Classifying Hazardous Substances</i> published by Worksafe Australia.</p> <p>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.</p> <p>Work involving stone, rock, concrete, masonry and such materials containing silica, is hazardous work under the Contract. The Contractor is responsible for the control of any hazard which may arise from the presence of silica.</p> <p>54.2 Response to unexpected discovery</p> <p>If any hazardous substance not planned for by the Contractor is discovered on the Site, the Contractor must suspend all work which may result in exposure to such hazardous substance and notify the Principal's Representative immediately of the type of substance and its location. See also clause 9, Site conditions.</p> <p>With the initial notification, or as soon as practicable thereafter, where the Contractor is not to locate and/or manage the hazardous substance under the Contract, submit details, including:</p> <ul style="list-style-type: none"> (a) the additional work and additional resources the Contractor estimates to be necessary to deal with the substance so that work and subsequent use of the Works may proceed safely and without risk to health; (b) the time the Contractor anticipates will be required to deal with the substance and any expected delay in achieving Completion; (c) the Contractor's estimate of the cost of the measures necessary to deal with the substance; and (d) other details reasonably required by the Principal's Representative. <p>The Contractor must, in planning and carrying out any work dealing with the substance, take all reasonable steps:</p> <ul style="list-style-type: none"> (e) to carry out the work concurrently with other work wherever possible; and (f) to otherwise minimise any delaying effects of the work on Completion within the period for Completion. <p>54.3 Responsibility for decontamination</p> <p>Control of, and decontamination with, any hazardous substances is the responsibility of:</p>

	<p>(a) the Principal, in respect of any such substances not identified in the Contract Documents, or not to be located by the Contractor under the Contract, which are discovered on the Site; and</p> <p>(b) the Contractor, in respect of any such substances identified in the Contract Documents or to be located by the Contractor under the Contract.</p> <p>54.4 Decontamination by Principal</p> <p>Where the Principal is responsible for the control of, and decontamination with, any hazardous substances following their location, the Principal's Representative may suspend the whole or any part of carrying out the Works until the hazardous substances are isolated or removed.</p> <p>54.5 Decontamination by Contractor</p> <p>Where the Contractor is responsible for the control of any hazardous substances and decontamination the Site following their location, it must handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements.</p> <p>54.6 Working hours: Between 8:30am and 4:00pm and Monday to Friday Inclusive</p> <p>When the Contractor is required to decontaminate occupied work sites containing hazardous substances, all such decontamination must be carried out outside normal hours of occupation, unless otherwise approved in writing by the Principal's Representative. Normal hours of occupation are between 8:30a.m. and 4:00p.m. and normal days of occupation are Monday to Friday inclusive.</p>
<p>55 Asbestos Decontamination</p>	<p>55.1 Requirement</p> <p>Where the Contractor is responsible for asbestos decontamination work, including stripping, encapsulation or removal, comply with and carry out all work in accordance with the relevant statutory requirements, standards, codes and guidelines, including but not limited to the requirements of the following, where applicable: -</p> <ul style="list-style-type: none"> ▪ <i>Occupational Health and Safety Act 2000</i> ▪ <i>Occupational Health and Safety Regulation 2001</i> ▪ WorkCover NSW requirements ▪ Worksafe Australia - <i>Asbestos: Code of Practice and Guidance Notes</i> ▪ <i>Environmentally Hazardous Chemicals Act 1985</i> ▪ <i>Waste Avoidance and Resource Recovery Act 2001.</i> <p>Where registration or a licence for the asbestos Decontamination work is required, submit a copy of the current licence or registration certificate.</p> <p>55.2 Notification</p> <p>Notify the local office of WorkCover NSW and the Principal's Representative of the intention to commence any asbestos decontamination not less than seven days prior to such work commencing.</p> <p>55.3 Work method</p> <p>In addition to any other occupational health and safety management provisions of the Contract, provide also the following details of the proposed work: -</p> <ul style="list-style-type: none"> ▪ description of work to be done, proposed methods and work area ▪ description and location of Decontamination units and changing areas ▪ location of drains to be used and type of liquid waste filters ▪ type of respirators or air hoods ▪ description of what will take place if an asbestos fibre leak occurs ▪ what emergency plans including communications will be in place. <p>55.4 Notwithstanding any other provisions of the Contract, submit a program and plan (integrated with the Project Environmental Management Plan, Site-specific Safety Management Plan, and applicable subcontractor/consultant Site-specific Safety/OH&S Management Plan(s) and Safe Work Method Statements) which outline how the requirements of this clause 55 will be met.</p> <p>55.5 Monitoring</p> <p>Provide dust and other required monitoring by an independent testing authority on each day during Decontamination and on completion of Decontamination in each area where Decontamination occurred.</p>
<p>56 Environmental management</p>	<p>General Requirements</p> <p>56.1 The Review of Environmental Factors (REF) attached in the Appendices must be observed and implemented, regardless of whether details contained in the REF are observed or allowed for in the design of the Works or part thereof provided by the Principal.</p>

- 56.2 The Contractor must avoid unnecessary interference with or damage to native plants and animals or their habitats. If the work could interfere with native plants or animals or their habitats, then the Contractor must inform the Principal's Representative immediately, and stop work until the Contractor has identified an appropriate work method and the Principal's Representative has consented to work resumption.
- Bringing animals into a Park is an offence under the *National Parks and Wildlife Act, 1974*. Owners of animals will be subject to the law enforcement processes of the *Act*, including issue of infringement notices and immediate removal of the animal and animal handler/owner from the Park.
- 56.3 When travelling to a work area, the Contractor and all employees must, unless directed otherwise by the Principal's Representative, use either:
- (a) a marked public trail or road; or
 - (b) if there is no marked public trail or road, then a route specified by the Principal's Representative.
- The Contractor must not deviate from the required route without the consent of the Principal's Representative.
- 56.4 If the Contractor discovers anything which the Contractor thinks may be an Aboriginal relic or site on the Site, then the Contractor must inform the Principal's Representative immediately and stop work until the Contractor has identified an appropriate work method and the Principal's Representative has consented to work resumption.
- It is against the law to interfere with or damage Aboriginal relics or sites unless authorised in writing by the DECC to do so.**
- 56.5 The Contractor must comply, and ensure all subcontractors comply, with the NSW Government *Environmental Management Systems Guidelines* (EMS Guidelines).
- 56.6 **Project Environmental Management Plan**
- Document, implement and maintain a Project Environmental Management Plan that covers the requirements of this clause 56 and the work under the Contract, and complies with the EMS Guidelines.
- Submit the Project Environmental Management Plan no later than 14 days before design or construction work for which it applies commences, at least covering that work. Submit revisions to the Plan.
- 56.7 As part of the Project Environmental Management Plan implementation, ensure that each subcontractor (including each consultant that is able to influence environmental outcomes) documents, implements and maintains an appropriate management plan. The plans must be compatible and coordinated with the Project Environmental Management Plan and comply with the EMS Guidelines.
- 56.8 When the Contractor's Project Environmental Management Plan fully identifies and assesses the environmental hazards/risks/opportunities associated with the work of a subcontractor/consultant; and provides complete and commonly applicable provisions for statements of responsibilities, design and other relevant services, environmental induction and training, incident management, risk/hazard/opportunity identification/assessment and control, consultation and work method statements; the subcontractor/consultant may adopt the Contractor's Plan, and submit only work method statements for the work activities assessed as having environmental risks/opportunities.
- 56.9 Ensure that the Contractor's certification of the provision and compliance of subcontractor/consultant management plans and work method statements are submitted no later than 14 days before the design or construction work for which they apply commences, at least covering that work. Do not start the work before complying certification is submitted. Submit revisions to the certification following reviews, revisions and amendments.
- 56.10 **Design**
- Periodically review and revise design prepared under the Contract to ensure that all reasonably foreseeable hazards and risks to, and opportunities to improve, the environment (both in the execution of the design, and in the use, maintenance, repair, operation and demolition of the built asset designed) are identified and assessed, and the risks eliminated (where practicable) and opportunities realised. Where it is not practicable to eliminate risks, to the extent practicable, effectively control the risks by design or, where this is not practicable, by operational requirements. Document and report on, as part of regular design reports, the review and the identification of hazards/risks, opportunities and controls, including any operational requirements.
- 56.11 **Induction and training**
- As part of the implementation of the Environmental Management Plan:
- (a) identify the environmental training, including environmental awareness and management training, needs of all personnel involved in the work under the Contract;
 - (b) ensure all persons working on or visiting a work site complete, and display evidence of completing, environmental induction prior to entering the work site (though visitors may

	<p>enter a work site without completing an induction if accompanied by a person who has attended a site induction) as part of industry and site induction required; and</p> <p>(c) maintain records of environmental training and induction.</p> <p>56.12 Incident management</p> <p>Before commencing any work on the Site, nominate to the Principal the persons who will be responsible for investigating environmental incidents and initiating corrective actions outside normal working hours. Nominate procedures for contacting them. Notify promptly any changes to such nominations and procedures.</p> <p>56.13 Incident reports</p> <p>Where there is a duty under legislation (particularly under the <i>Protection of the Environment Operations Act 1997</i>) to notify a regulatory authority (such as the Environmental Protection Authority) of incidents that harm or threaten to harm the environment/ecosystems, property or persons, immediately notify the authority and the Principal of any such incident. Use any applicable prescribed form, and immediately supply an additional copy to the Principal. If requested, supply a written report to the Principal in the form directed.</p> <p>Immediately notify the Principal of any prosecution, fine or other penalty issued by an authority for such an incident or a breach. Provide the Principal with a copy of any related notification or notice, and written details of the corrective action taken by the Contractor and the applicable subcontractor to rectify any non-conformance and breach, and to prevent recurrence.</p> <p>56.14 Construction Site Environmental Management Inspection Checklist</p> <p>Provide to the Principal at each regular site meeting a completed <i>Construction Site Environmental Management Inspection Checklist</i> (in the form of Contract Schedule 6) covering all work involving environmental risks and opportunities, and reviewing the reasonable precautions and actions taken. Rectify all non-conformances indicated by the completed Checklists and prevent recurrences.</p> <p>56.15 Failure to comply</p> <p>If at any time the Contractor has not carried out its obligations under this clause 56, 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.</p>
57 Ecologically sustainable development	<p>57.1 Requirement</p> <p>The NSW Government is committed to Ecologically Sustainable Development and to advancing sustainable development practices generally in the design, construction and operation of built assets, particularly buildings, across the commercial, residential and industrial development sectors. It aims to make buildings healthier and affordable. It also aims to reduce the impact of buildings and other built assets on the environment by reducing the demand on non-renewable resources, such as energy and water, and reducing pollutants and greenhouse gas emissions.</p> <p>Address the applicable Ecologically Sustainable Development principals, performance areas and associated strategies described in the <i>Environmental Performance Guide for Buildings</i> that may be accessed at: http://asset.gov.com.au/environmentguide/.</p> <p>Allow for all the strategies, and applicable objectives, management measures and outcomes required as part of the documentation, provision, implementation and maintenance of the Project Environmental Management Plan.</p> <p>57.2 Restricted Timbers</p> <p>Do not use the following timbers or their products for work under the Contract:</p> <p>(a) rainforest timbers, unless certification is provided that they are plantation grown; or</p> <p>(b) timber from Australian high conservation forests.</p> <p>57.3 Timber Preservatives</p> <p>Do not use timber preservatives containing copper chrome arsenic (CCA) in marine, aquatic or sensitive environments.</p> <p>Use of CCA treated timber in other areas must be approved by the Principal's Representative.</p>
58 Waste management	<p>58.1 Requirement</p> <p>Implement the required waste minimisation and management measures as part of the Project Environmental Management Plan implementation. Recycle and divert from landfill surplus soil, rock, and other excavated or demolition materials, wherever this is practical. Also separately collect and stream quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics and offer them for recycling or incorporation into the works where practical.</p> <p>Ensure that no waste from the Site is conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.</p> <p>58.2 Monitoring</p>

	<p>Monitor waste volumes and record their method and location of disposal and whether or not that location was a place that could lawfully be used as a waste facility for that waste. Submit to the Principal's Representative every two months a progress report, and a summary report before Completion, on the implementation of waste management measures, including the record of waste volumes generated/recycled/disposed of, and their method and location of disposal, in the form of Contract Schedule 7 – Waste Management Report.</p> <p>Report immediately to the Principal's Representative the details of any waste from the Site which has been conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.</p>
59 Pest control	<p>59.1 Do not use any chemical pesticides and termiticides for new construction work. Use preventive treatment by physical means to minimise the risk of pest infestations.</p> <p>59.2 Chemical treatments may be used in existing buildings only as a last resort for the eradication of pest and termite infestations. Chemical pesticides used for this purpose must be registered by the National Registration Authority for Agricultural and Veterinary Chemicals and applied by a Pest Control Operator licensed by WorkCover NSW.</p> <p>59.3 Pest preventive methods must comply with AS 3660.1:2000 <i>Protection of Buildings from Subterranean Termites</i>, except for references to chemical soil barriers, as well as supplementary standards for existing buildings.</p>
60 Work method	<p>60.1 If the Contract prescribes a particular work method or the Principal or Principal's Representative directs that a particular work method must be used to the exclusion of the other work methods, then that work method is part of the Contract.</p> <p>60.2 Otherwise, the work method is not part of the Contract and the Contractor is free to use any work method. This is so even though, before or after acceptance of the Contractor's tender, the Contractor made known to the Principal the Contractor's proposed work method and the Principal accepted or approved it.</p> <p>60.3 If the work method is not part of the Contract, the fact that the proposed work method is impractical or impossible or the Contractor, with or without the approval of the Principal's Representative, uses another work method will:</p> <ul style="list-style-type: none"> (a) not entitle the Contractor to make a claim on the Principal; (b) not be grounds for an extension of time for Completion; or (c) not cause the Contract to be frustrated.
61 Industrial relations management	<p>61.1 The Contractor must systematically manage, and ensure all subcontractors manage, all aspects of industrial relations with employees on the Site and otherwise in connection with the Contract.</p> <p>61.2 Subject to the provisions of any relevant statutory requirement and the express provisions of the Contract, the Contractor must comply, and ensure all subcontractors comply, with the NSW Government <i>Industrial Relations Management Guidelines</i>. A copy may be obtained at: http://www.construction.nsw.gov.au/publications.</p> <p>61.3 The Contractor acknowledges that it has allowed in the Contract Sum for all the costs and expenses involved with complying with all relevant awards, memoranda of understanding, enterprise and industrial agreements, project specific agreements/awards and all other employer obligations.</p> <p>61.4 The Contractor must ensure that the rates of pay and conditions of employment specified in the relevant awards, enterprise and industrial agreements, project specific agreements/awards and relevant legislation, for all employees of the Contractor and subcontractors, are always observed in full.</p> <p>61.5 The Contractor must keep the Principal fully and promptly informed of industrial relations issues which affect or are likely to affect the carrying out of the Works.</p> <p>61.6 The Contractor will provide to the Principal's Representative, on request:</p> <ul style="list-style-type: none"> (a) appropriate information to verify compliance with the awards, enterprise and workplace agreements and all other obligations relating to the employment of people for the work under the Contract; (b) the location of time and wage records for people involved with the work under the Contract, and other documents to be kept to verify ongoing compliance with all employment and related legal obligations; (c) confirm the names of the Federal or NSW awards covering the Contractor and subcontractors and their employees involved with the work under the Contract; (d) the names of those responsible for coordination the industrial relations for the work under the Contract; and (e) an outline of the following as they apply to industrial relations management and requirements for the work under the Contract: <ul style="list-style-type: none"> o consultation and communications mechanisms; o measures to coordinate the interface with subcontractors, their subcontractors and

	<p>unions;</p> <ul style="list-style-type: none"> ○ measures for assessing a subcontractor's ability to comply; and ○ measures for monitoring and verifying ongoing compliance with industrial relations requirements and employment obligations. <p>61.7 Submit before beginning work on the Site, a statement on the Contractor's letterhead, signed by an authorised person attesting the Contractor's compliance, in the preceding twelve months, with all employment and legal obligations, including, but not limited to: payment of remuneration to employees; annual leave; Long Service Leave Payment Scheme registration; workers compensation insurance, including self-insurance arrangements; superannuation fund membership and contributions; and over-award payments such as redundancy fund contributions.</p> <p>61.8 If the Contractor engages an independent industry or employer association or other specialist organisation to provide an auditing service to verify compliance with employment and legal obligations, a statement or declaration from that organisation may be submitted instead of the statement by the Contractor.</p> <p>61.9 If at any time the Contractor has not carried out its obligations under this clause 61, then notwithstanding any other provision of the Contract, no payment will be due to the Contractor until the 7th day after the required action has been carried out.</p>
62 Standards	<p>62.1 Where the Contract requires compliance with a standard or code, unless otherwise specified that standard or code must be the one current at the closing date for tenders, except for the Building Code of Australia, which must be the one current at the date of Completion of the Works.</p>
63 Cleaning up	<p>63.1 Clean up the and the Works as a condition of Completion. Site All visible external and internal surfaces, including fittings, fixtures and equipment, must be free of marks, dirt, dust, vermin and unwanted materials, as a condition of Completion.</p>
64 Proprietary items	<p>64.1 Identification by the Principal of a proprietary item does not imply exclusive preference for the item so identified, but indicates the required properties of the item.</p> <p>64.2 The Contractor may offer an alternative to any proprietary item by applying in writing for approval to use the alternative. Except to the extent that the approval, if any, of the Principal of an alternative includes a contrary provision, the approval will constitute a Variation, and be subject to the adopting of the alternative not directly or indirectly resulting in any increase in the cost to the Principal of the Works or in any delay in carrying out the Works.</p>
65 Additional security and obligations for trustees	<p>65 If the Contractor is a trustee and if otherwise required by the Principal: -</p> <ol style="list-style-type: none"> 1. within 14 days of the date of the Principal's letter of acceptance, the Contractor must give the Principal an Unconditional Undertaking as security for any amount stated in the Contract Information, in the form of Schedule 1 – Form of Unconditional Undertaking, provided by a financial institution acceptable to the Principal. 2. the security will be retained by the Principal against the due and proper performance of the Contract by the Contractor. 3. unless the Principal has made or intends to make a demand against the Unconditional Undertaking, the Principal will return the Unconditional Undertaking within 28 days after the date of Completion of the Works. <p>If the Contractor is a trustee, in accordance with the signed statement provided to the Principal, the Contractor warrants that it will and must ensure that, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the trustee.</p> <p>GST is not applicable on Security.</p>

3. CONTRACT SCHEDULES

CONTRACT SCHEDULE 1 – FORM OF UNCONDITIONAL UNDERTAKING

[To be submitted on a Financial Institution’s letterhead and show, at a minimum, the Financial Institution’s name and address]

At the request of ('the Contractor')
and in consideration of ('the Principal')
accepting this undertaking in respect of the contract for

..... ('the Contract'),
..... ('the Financial Institution')

unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate sum of
..... (\$.....)('the Sum').

The undertaking is to continue until notification has been received from the Principal that the Sum is no longer required by the Principal or until this undertaking is returned to the Financial Institution or until payment to the Principal by the Financial Institution of the Sum or such part as the Principal may require. The Principal must not assign the unconditional undertaking without the agreement of the Financial Institution, which must not be unreasonably withheld.

Should the Financial Institution be notified in writing, purporting to be signed by or for and on behalf of the Principal that the Principal requires payment to be made of the whole or any part or parts of the Sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Principal forthwith without reference to the Contractor and notwithstanding any notice given by the Contractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the Sum less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the Financial Institution hereunder will immediately cease.

DATED at this day of 20....
4.
5.
6. [Signature]
7.
8.
[Print name of person signing the Undertaking]

.....
[Position / Title]

CONTRACT SCHEDULE 2 – 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 Principal's letter of acceptance) 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:

- 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 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.

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 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 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. 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 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 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.

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 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 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.

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:
 - (a) the words "principal contractor", "employee", "employees" and "relevant employees" have the meanings applicable under the relevant Acts;
 - (b) the word "subcontractor" in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and
 - (c) otherwise the words "Contractor" and "subcontractor" (including "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:
 - (i) a justice of the peace of the State of New South Wales;
 - (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate;
 - (iii) a notary public; or
 - (iv) 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.

CONTRACT SCHEDULE 3 – OCCUPATIONAL, HEALTH AND SAFETY PLAN

In accordance with the clause *Occupational Health and Safety Management*, the Contractor must document, implement and maintain a site-specific OH&S management plan and Safe Work Method Statements that cover the health and safety hazards and risks with carrying out the Works. Guide and sample documents are available from the Principal to assist with preparing the OH&S management plan and Safe Work Method Statements. The WorkCover *Subby Pack* also provides guidance on preparing these and a Safe Work Method Statement form (see <http://www.workcover.nsw.gov.au>).

1. The Contractor's OH&S management plan must:
 - (a) show the name and registered office address of the organisation;
 - (b) address each of the safety management elements outlined below, as they relate to the work under the Contract, including any subcontractors involved; and
 - (c) show the signature of a senior management representative of that organisation and the date signed.
2. The Contractor's OH&S management plan must include and describe the following:
 - (a) a statement of responsibilities for all those with an OH&S responsibility with the work under the Contract;
 - (b) arrangements for OH&S induction and training;
 - (c) hazard identification and risk assessment, with risk control and review processes;
 - (d) arrangements for managing OH&S incidents, with the name of the responsible person(s);
 - (e) site safety rules and the means of disseminating these and other information to those working on the Site; and
 - (f) identification of, and means of documenting and implementing, Safe Work Method Statements.
- 1s. The Contractor's Safe Work Method Statements must:
 - (a) be on organisation's letterhead and show the name and registered office address of the organisation; and
 - (b) be signed as authorised by a senior management representative of that organisation and show the date signed.
- 2s. The Contractor's Safe Work Method Statements must be prepared for all work activities assessed as having a significant safety risk and must include a description/identification of the following:
 - (a) the work activities to be undertaken, including the step-by-step sequence involved in doing the work and identification of work activities with health and safety hazards and risks;
 - (b) the potential hazards and health and safety risks associated with the work and with each step of the work;
 - (c) the controls that will be in place to minimise the significant hazards and risks with activities;
 - (d) all precautions to be taken to protect health and safety;
 - (e) all health and safety instructions to be given to persons involved with the work;
 - (f) health and safety legislation, codes or standards applicable to the work, and where these are kept;
 - (g) the names and qualifications of those who will:
 - (i) supervise the work; and
 - (ii) inspect and approve for use work areas, work methods, protective measures, plant, equipment and power tools;
 - (h) what training is required, and will be or has been given to each of the people involved, with the work;
 - (i) the names of all those involved with the work, and those who will be or have been trained in the work activities described in the Safe Work Method Statement, and the names and qualifications of those responsible for training them;
 - (j) the plant and equipment that will most likely be used on the work sites (eg. ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguishers and the like);
 - (k) any WorkCover permits required to complete the work; and
 - (l) the inspection and maintenance checks that will be or have been carried out prior to use on the equipment listed.

CONTRACT SCHEDULE 4 – CONSTRUCTION WORK SITE CHECKLIST (guide only)

Contract/work and work site(s): _____

Contract No: _____ Date: Fromto.....

Contractor's Representative: _____ Tel: _____

This Checklist must be completed by the Contractor's Representative and provided to the Principals Representative at each site meeting. The Checklist is a guide only, and the Contractor may use a more detailed document to cover the issues.

All non-conformances must be rectified immediately and action documented.

(Please place your initials in the boxes DO NOT use ticks or crosses)

BASIC POINTS	YES	NO	COMMENTS & ACTIONS
a) Have all personnel on site had safety induction training (including visitors)?			
b) Have risk assessment policies been applied?			
c) Do all operators have appropriate certification to operate plant and equipment			
d) Are Safety Helmets being worn by all (including visitors)?			
e) Is Hi-viz safety clothing being worn?			
f) Are safety boots being worn?			
g) Is hearing protection being worn whilst doing or working near noisy operations?			
h) Are supervisors, site workers wearing, UV protective equipment and clothing?			eg. hand, eyes, skin, respiratory
i) What is the usual level of compliance?	Circle One		100% 75% 50% less than 25%
j) List group(s) not wearing safety equipment and action taken?	***	***	
k) Is there a fully stocked first aid box on site?			
l) Is there a qualified first aid person on site?			Name/s
m) What informal safety rating would you give this site?	***	***	Poor Fair Good
n) Have you issued written safety instructions this week?			How many - To whom -
o) Have there been any accidents since last meeting?			If yes - provide details

SITE AREA	YES	NO	COMMENTS & ACTIONS
a) Is the site area clear of rubbish, and or scattered materials, etc?			
b) Is there a rubbish / waste container on site?			
c) Are sediment / erosion controls operational and inspected / maintained daily?			
d) Is traffic control signage relevant to the work and inspected / maintained daily?			
e) Is an emergency /serious accident procedure displayed on site?			
f) Are barriers / fences, along / around trenches / work areas in good order and maintained daily?			
g) Are there construction warning signs displayed?			
h) Are excavations correctly shored, benched or battered?			
i) Are there suitable extinguishers on site?			
j) Where is the nearest telephone in case of an emergency?	***	***	9. Location

(Please place your initials in the boxes DO NOT use ticks or crosses)

HAZARDOUS SUBSTANCES	YES	NO	COMMENTS
a) Does the site have a Hazardous Substances Register, (with MSDS's available) for the chemicals used on site?			
b) Have site workers using chemicals been trained in how to use the chemicals safely?			If yes who conducted the training?
c) Are all containers of chemicals adequately labelled (including Decanted ones)?			

ELECTRICAL / MECHANICAL HAND TOOLS	YES	NO	COMMENT & ACTIONS
a) Do the machines / tools on site have guards fitted / warning signs displayed?			
b) Are the leads and plugs in good condition?			
c) Are the extension leads off the ground?			
d) Do electrical tools / equipment have <u>current</u> inspection tags?			
e) Are there explosive tools in use on site? Are the warning signs for explosive powered tools displayed?			

WORKCOVER VISITS	YES	NO	COMMENTS & ACTIONS
- Have any WorkCover NSW representative(s) attended the site since the last site meeting?			
- If Yes to (a) when did they attend?	****	****	Date / /
- Did WorkCover issue any Prohibition and / or Improvement Notices (PINs)?			If yes - provide details
- Did WorkCover issue any on-the-spot fines to the Contractor, Subcontractor or employees?			If yes - provide details

General comments about this work site(s) (including follow up action)

CONTRACTOR'S REPRESENTATIVE _____ SIGNATURE & DATE ____/____/____

PRINCIPAL'S REPRESENTATIVE _____ SIGNATURE & DATE ____/____/____

CONTRACT SCHEDULE 5 – CONSTRUCTION SITE ENVIRONMENTAL MANAGEMENT INSPECTION CHECKLIST (guide only)

Contract/work and work site(s): _____ Contract No: _____
 Date(s): _____
 Inspected by: _____
 Designation: _____

Instructions: This Checklist is to be completed by the inspecting party (such as Contractor's Representative) at the time of making the site inspection. Initials (NOT ticks or crosses) should be placed in the applicable **Yes/No** box as appropriate.

Where an item is not applicable, the notation **N/A** should be placed in the **Comments and Actions** box.

Where a non-conformance is identified, a brief explanation is to be provided in the corresponding **Comments and Actions** box. **All non-conformances must be rectified immediately and action documented.**

The completed Checklist and details of any corrective actions must be provided to the Principal's Representative at each site meeting. The Checklist is a guide only, and where applicable use a more detailed document to cover the issues.

Weather conditions (tick (✓) appropriate boxes):

Fine ☐ Light rain ☐ Heavy rain ☐ Light wind ☐ Strong wind ☐

Other (provide description): _____

1 General	Yes	No	Comments & Actions
1.1 Is the site is in a generally tidy condition?			
1.2 Is all equipment, materials, etc contained within work area boundary?			
1.3 Are there any obvious signs of construction-related disturbance outside of construction area(s)?			

2 Documents	Yes	No	Comments & Actions
2.1 Is the Project Environmental Management Plan (Project EMP) readily accessible?			
2.2 Is there documentary evidence of compliance with any previously issued Comments and Actions?			
2.3 Is an environmental incident response plan displayed in prominent position?			
2.4 Is there an accessible complaints register?			
2.5 Is there documentation of any training undertaken since last inspection?			

2.6 Is there appropriate documentation for any waste material disposed of offsite (Waste Management Report)?			
--	--	--	--

3 Soil Disturbance and Erosion Control	Yes	No	Comments & Actions
3.1 Have required erosion control measures been correctly installed and are they functional? Check that there are: 10. no gaps in silt fences/barriers; 11. no material lying across filter material or build up of silt; or 12. no obvious signs of significant seepage through fences.			
3.2 Are there any obvious signs of overflow from sediment detention basins?			
3.3 Are there any obvious signs of uncontrolled drainage leaving the site?			
3.4 Are drainage inlets protected by sediment trapping measures?			
3.5 Are any materials, temporary structures/works in drainage lines?			
3.6 Where required, are drainage outlets provided with energy dissipaters to minimise erosion?			
3.7 Have works been scheduled to minimise areas exposed at any one time?			
3.8 Are areas where construction activities have ceased being stabilised and rehabilitated?			
3.9 Is there minimal dirt on adjacent public roads?			
3.10 Are diversion banks and drains located appropriately?			

4 Stockpile Management	Yes	No	Comments & Actions
4.1 Do stockpiles appear adequately maintained and managed (measures in place to prevent dust and soil run-off)?			
4.2 Are there separate stockpiles for different material, eg weed infested soil and clean soil?			
4.3 Are any stockpiles located within the tree drip line (3m from tree base)?			
4.4 Are stockpiles located on the contour at least 2m from waterways, roads and slopes of greater than 10%?			
4.5 Is the stockpile height is less than 2m?			
4.6 Are there diversion banks on the upper side of the stockpile?			
4.7 Is there dust control for the stockpile?			

<u>Water Quality</u>	Yes	No	Comments & Actions
5.1 Does water quality in down slope areas appears to be unaffected by construction work?			
5.2 Any there any apparent illegal discharges to sewers – (cleaning of paint brushes – plaster – concrete and the like)?			
5.3 Are all hazardous materials (eg fuels, chemicals, and the like) stored in an impervious bund that can contain 120% of the volume of the largest container stored in that bund?			
5.4 Are all hazardous materials stored in a covered area more than 20m away from drainage lines or flood prone areas?			
5.5 Is a spill kit readily accessible?			
5.6 Is the on-site refuelling of construction plant restricted to a designated area more than 20m away from waterways and stormwater inlets?			
5.7 Is the wash down of construction plant/vehicles restricted to a designated area (eg truck wash out area)?			
5.8 Are there any obvious signs of fuel spills, oil leakage, and the like from construction plant (check both plant and ground)?			
5.9 Are the relevant Material Safety Data Sheets (MSDS) available onsite?			

<u>6 Noise and Vibration</u>	Yes	No	Comments & Actions
6.1 Is there documentary evidence that all required noise suppression measures have been installed and are operating in accordance with manufacturer's instructions and/or relevant environmental protection licence conditions?			
6.2 Is all noise monitoring equipment (if installed) operating correctly?			
6.3 Is the relevant plant and equipment switched off when not in use?			
6.4 Have the local residents that are likely to be affected by offensive noise and/or vibration been notified?			
6.5 Have local residents been notified of works to be undertaken outside of normal working hours?			
6.6 Have the siting of work areas, vehicle and plant parking areas, material stockpiles and equipment storage has been arranged to minimise noise?			
6.7 Are there appropriate noise and vibration controls for activities adjacent to local residents and other sensitive receivers?			

7 Air Quality	Yes	No	Comments & Actions
7.1 Is dust suppression equipment readily accessible?			
7.2 Are there any obvious signs of dust deposition outside of construction area(s)?			
7.3 Is spoil being prevented from being tracked onto public roads?			
7.4 Are the haul roads being kept damp (where required)?			
7.5 Is the air quality monitoring equipment (where installed) operating correctly?			
7.6 Is there spraying for dust control?			
7.7 Is there stabilisation of stockpiles or erection of dust screens?			
7.8 Do any vehicles or plant items have visible exhaust for more than 10 seconds?			
7.9 Is burning off evident where prohibited onsite?			

8 <u>Waste Management and Minimisation</u>	Yes	No	Comments & Actions
8.1 Are waste receptacles accessible and clearly marked with regard to waste type?			
8.2 Is all recyclable material separated as per the waste management requirements (records available)?			
8.3 Are appropriate records of the type, amounts, date, transport, and disposal site of waste kept, possibly in a waste management register?			
8.4 Do trucks removing spoil from the site have their loads covered?			
8.5 Are contaminated land or areas fenced off?			

9 <u>Vegetation</u>	Yes	No	Comments & Actions
9.1 Are all required vegetation protection measures in place and functional?			
9.2 Are any construction materials stored inside vegetation protection zones?			
9.3 Are there any obvious signs of construction activity within protected vegetation areas?			
9.4 Are there measures in place to minimise clearing such as protective fencing, webbing, marker tape and the like?			
9.5 Are disturbed areas stabilised and revegetated?			

10 <u>Archaeology/Heritage</u>	Yes	No	Comments & Actions
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10.1 Are all required protection measures in place and functional?			
10.2 Are construction materials stored outside heritage protection zones?			
10.3 Are any obvious signs of construction activity within protected areas?			
10.4 Is any vibrating equipment being used adjacent to heritage items?			

11 <u>Traffic Management</u>	Yes	No	Comments & Actions
11.1 Have all required traffic control measures been implemented in accordance with the Project EMP (such as warning signs, temporary road closures and the like)?			
11.2 Are all construction plant parked on site?			
11.3 Are any private vehicles of construction personnel obstructing the passage of local traffic?			

12 <u>Community Consultation</u>	Yes	No	Comments & Actions
12.1 Have local residents been notified 5 days prior to the commencement of works, for work outside of the normal working hours?			
12.2 Have local residents been notified 5 days prior to construction of activities that are likely to cause dust, offensive noise or access?			
12.3 Are complaints being reported to the Principal's Representative?			
12.4 Is the Complaints Register complete and have actions detailed been implemented?			

13 <u>Other</u>	Yes	No	Comments & Actions
13.1 Is the access to any private properties being obstructed?			
13.2 Are pedestrian routes adjacent to work sites being obstructed (or are appropriate alternative routes in place)?			

General comments about this work site(s) (including follow up action)

CONTRACTOR'S REPRESENTATIVE _____ SIGNATURE & DATE ____/____/____

PRINCIPAL'S REPRESENTATIVE _____ SIGNATURE & DATE ____/____/____

CONTRACT SCHEDULE 7 – WASTE MANAGEMENT REPORT

The Contractor is to complete this form bi-monthly and return to the Principal at the following site meeting. Before Completion the Contractor is to submit a summary report for the whole Contract to the Principal. The client agency will keep a copy of this report on file with the summary report to assist the agency to comply with the Government WRAPP reporting requirements.

Principal/client agency:**Date:****Project name:****Location of the Contract Site:****Contractor's Representative:****Principal's Representative:****Contractor:****Office location:****Contact number:****Contact number:****Purchasing - VEGETATION AND CONSTRUCTION AND DEMOLITION MATERIALS***Note: fill out ten (10) categories*

Material	Total quantity purchased		Quantity purchased with recycled content		Comments (if applicable)
Landscaping materials		tonnes	13.	tonnes	
Concrete		tonnes		tonnes	
Fill		tonnes		tonnes	
Asphalt		tonnes		tonnes	
Aggregates		tonnes		tonnes	
Virgin Excavated Natural Material		tonnes		tonnes	
Timber		tonnes		tonnes	
Sand		tonnes		tonnes	
Bricks and roof tiles		tonnes		tonnes	
Glass		tonnes		tonnes	
Plasterboard		tonnes		tonnes	
Steel		tonnes		tonnes	
Non-ferrous metal		tonnes		tonnes	
Other categories		tonnes		tonnes	

Waste - VEGETATION AND CONSTRUCTION AND DEMOLITION MATERIALS

Note: fill out ten (10) categories

Material	Total quantity generated		Total quantity recycled		Total quantity disposed of		Method and location of disposal
Vegetation waste		tonnes	14.	tonnes		tonnes	
Concrete		tonnes		tonnes		tonnes	
Fill		tonnes		tonnes		tonnes	
Asphalt		tonnes		tonnes		tonnes	
Timber		tonnes		tonnes		tonnes	
Virgin Excavated Natural Material		tonnes		tonnes		tonnes	
Bricks and roof tiles		tonnes		tonnes		tonnes	
Glass		tonnes		tonnes		tonnes	
Plasterboard		tonnes		tonnes		tonnes	
Steel		tonnes		tonnes		tonnes	
Non-ferrous metal		tonnes		tonnes		tonnes	
Mixed waste		tonnes		tonnes		tonnes	
Other categories		tonnes		tonnes		tonnes	

CONTRACTOR'S REPRESENTATIVE _____ SIGNATURE & DATE ____/____/____

Definitions of waste and purchasing materials

The following category definitions will assist to fill out the tables above.

Note: Descriptions of vegetation, construction and demolition materials are broad to encompass the range of activities undertaken by Government agencies. If a material used is not described below exactly, EITHER list it under the category that it fits into best and briefly describe it in the comments section OR list it as an 'Other Category' with a description.

Purchases

Material	Description
Landscaping materials	Bark, chips, soil amenders, soil mixes, mulches, compost.
Concrete	Mixture of cement, sand and aggregates (or substitutes eg. fly ash).
Fill	Low cost material such as soil, sand, calcium carbonate etc.
Asphalt	Any materials containing bituminous hydrocarbons. May contain additives such as concrete. Includes recycled asphalt pavement.
Aggregates	Rock or other hard materials (eg. concrete, ground up stone or bricks etc.) between 4.25mm and 100mm particle size. Meets Australian Standards specification.
Virgin Excavated Natural Material (VENM)¹	Clay, gravel, sand, soil or rock not mixed with any other type of waste excavated from natural areas that have not been used by human activities such as industry, farming or mining.
Timber	Wood materials used for formwork or other construction purposes.
Sand	Very fine hard aggregate between 0.75mm and 4.25 mm in size. Meets Australian Standard specification.
Bricks and roof tiles	Clay bricks and roof tiles mixed together. This can include small amounts of concrete or plaster render.
Glass	Sheet glass used for doors, windows, partitioning etc.
Plasterboard	Composite wood material used for interior panels for buildings.
Steel	Metal building materials including such things as reinforced steel joints, 'Reo', etc.
Non-ferrous metal	Metal building materials other than steel-based items. Such things as aluminium cladding etc.
Other categories	Agencies can report on other major categories of materials they are purchasing.

Waste

Material	Description
Vegetation waste	Vegetation materials such as leaves, grass, branches, logs including materials that have been processed eg chipped, mulched or composted. Note: this category does not include green or putrescible waste such as food scraps.
Concrete	Mixture of cement, sand and aggregates (or substitutes eg. fly ash).
Fill	Low cost material such as soil, sand, calcium carbonate etc.
Asphalt	Any materials containing bituminous hydrocarbons. May contain additives such as concrete. Includes recycled asphalt pavement.
Timber	Wood materials used for formwork or other construction purposes.
Virgin Excavated Natural Material (VENM)²	Clay, gravel, sand soil or rock not mixed with any other type of waste excavated from natural areas that have not been used by human activities such as industry, farming or mining.
Bricks and roof tiles	Clay bricks and roof tiles mixed together. This can include small amounts of concrete or plaster render.
Glass	Sheet glass used for doors, windows, partitioning etc.
Plasterboard	Composite wood material used for interior panels for buildings
Steel	Metal building materials including such things as reinforced steel joints, 'Reo', etc.
Non-ferrous metal	Metal building materials other than steel-based items. Such things as aluminium cladding etc.
Mixed waste	Mixed waste of which no one material comprises 50% or more of the load
Other categories	Agencies can report on other categories of waste they are generating or recycling.

^{1,2} VENM is usually associated with major infrastructure projects and payment of Section 88 waste levies. It is defined in the *Protection of the Environment Operations Act 1997*.

4. TECHNICAL SPECIFICATION

Scope of work

The scope of work includes but is not limited to the following Construction of the Works:

Supply and install Piles P1, P2, P3 and P4 complete with sleeves and attachments
 Vertical Load Testing of Piles P3 and P4
 Supply and install Piles FP6, FP7, FP8 and FP9 complete with sleeves and attachments
 Supply and install Fenders (Fentek Cone Fenders SCN350(E1) at Piles FP7 and FP8
 Supply and install Pontoon Restraint Piles PRP1 and PRP2 complete with sleeves and attachments
 Lateral Load Testing of Piles marked PRP1 and PRP2
 Construct Concrete Platform including connections to Piles and existing Wharf
 Supply and install Removable Hand Railing on Concrete Platform
 Supply and install Aluminium Ramp
 Supply and install Support Hangers to each end of Aluminium Ramp
 Supply and install Steelwork and Concrete Deck
 Supply and install Timber Sponsons marked ST1 and attached Bollards
 Supply Fenders marked FP1, FP2, FP3, FP4 and FP5, complete with all attachments and rubber fendering
 Supply and install Timber Sponsons marked ST2 with attached Rubber Fendering and Mooring Cleats
 Supply and install Hand Railing marked HR1, together with sliding gate on Pontoon
 Supply and install Aquadeck covering to Pontoon
 Supply and install Lighting
 Supply and install Power
 Supply and install Crane

Refer to the Drawings for further details on the scope of work.

1. GENERAL

1.1 REFERENCED DOCUMENTS

Contractual relationships

Responsibilities and duties of the Principal and Contractor are not altered by requirements in Referenced Documents.

General standards

Hold on Site the current editions of those Australian Standards and Codes specifically referenced in the Construction notes on Drawings S1 and S2.

1.2 INTERPRETATION

Unless the context otherwise requires, the following definitions apply:

15. Supply: "Supply", "furnish" and similar expressions mean supply only.
16. Provide: "Provide" and similar expressions mean supply and install.
17. Approved: "Approved", "reviewed", "directed", "rejected", "endorsed" and similar expressions mean approved (reviewed, directed, rejected, endorsed) in writing by the Principal's Representative.
18. Give notice: "Give notice", "submit", "advise", "inform" and similar expressions mean give notice (submit, advise, inform) in writing to the Principal's Representative.
19. Obtain: "Obtain", "seek" and similar expressions mean obtain (seek) in writing from the Principal's Representative
20. Proprietary: "Proprietary" mean identifiable by naming Manufacturer, Supplier, Installer, trade name, brand name, catalogue or reference number.
21. Samples: Includes samples, prototypes and sample panels.
22. Pipe: Includes pipe and tube.

Tests

Except where otherwise defined in Referenced Documents, the following definitions apply:

- Pre-completion tests: Tests carried out before completion tests.
- Type tests: Tests carried out on an item identical with a production item, before delivery to the Site.
- Production tests: Tests carried out on the purchased equipment, before delivery to the Site.
- Prototype tests: Performance and acceptance tests on Prototypes of equipment and materials to be used in the Works.
- Site tests: Tests carried out on Site.
- Completion tests: Acceptance tests and final tests.

- Acceptance tests: Tests carried out on completed installations or systems and, except for final tests, before the Date for Practical Completion, to demonstrate that the installation or system, including components, controls and equipment, operates correctly, safely and efficiently, and meets performance and other requirements.
- Final tests: Acceptance tests carried out before completion of the Maintenance Period.

Maintenance period

Co-extensive with the Defects Liability Period.

1.3 CONTRACT DOCUMENTS

General

Diagrammatic layouts: Layouts of service lines, plant and equipment shown on the Drawings are diagrammatic only, except where figured dimensions are provided or calculable. Before commencing work, obtain measurements and other necessary information.

1.4 DESIGN

Space requirements

Check space requirements of equipment and services indicated diagrammatically in the Contract Documents and submit a report on consequent variations to the design.

1.5 DESIGN CHANGES

Be liable for the professional fees of the consultant team where additional design and/or inspections are required for:

23. Rectification of construction errors;
24. Non-compliance with Contract Documents; and
25. Requests by the Contractor to vary the documented design for whatever reason.

2. QUALITY

2.1 INSPECTION POINTS

General

Refer to inspection table below of required witness and hold points

Notice

Witness points: If notice of inspection is to be given in respect of parts of the Works, advise if and when those parts are to be concealed.

Hold points: If notice of inspection is to be given in respect of parts of the Works, do not conceal those parts without approval.

Minimum notice for inspections to be made: 4 hours for on-site inspectors, otherwise 2 weekday working days.

		Witness	Hold
26. Piling	1	Piling installation records each day.	
	2	Pile testing records.	
	3		Piling barge to remain on site until all piling records have been approved.
	4		Site review of as installed sleeves with attachments before pontoon is installed.
27. Concrete platform	1		Reinforcement fixed place before placement of concrete.
	2	Concrete test certificates.	
28. Ramp	1	Shop drawings.	
	2	Fabrication before final welding.	
	3	Weld test results.	
	4		Final site review on completion of fabrication before ramp leaves fabricator's yard.
	5		Site review of installed ramp.
29. Pontoon & Attachments	1	Shop drawings.	
	2	Fabrication before final welding.	

	3		Site review on completion of steel fabrication before painting.
	4	Surface preparation before painting.	
	5	Site review in yard on completion of application of first coat of paint.	
	6	Paint test results.	
	7		Final site review of completed coating application before placement of concrete.
	8		Review of reinforcement before placement of concrete.
	9		Site review of installed pontoon complete with all attachments.
30. Services and Crane	1	Site review of light and power works.	
	2	Site review of installed crane.	
31. Practical Completion	1	Site review of all works.	

Concealed services: Give notice so that inspection may be made of services to be concealed.

2.2 TESTS

Services: Refer to references in the Construction notes on Drawings S1 and S2 for specific details of testing requirements.

Notice

General: Give sufficient notice so that designated tests may be witnessed.

Hold points: Do not carry out designated tests without approval.

Minimum notice for tests to be witnessed:

- 24 hours for site tests; and
- 48 hours for local pre-delivery tests.

Testing authorities

General: Where independent testing is required, have tests carried out by Authorities accredited by NATA to test in the relevant field, or an organisation outside Australia recognised by NATA through a mutual recognition agreement.

Cooperate as required with Testing Authorities.

Reports

Submit copies of test reports and certificates in accordance with the specific requirements specified. Where there are no specific requirements provide three (3) copies of test reports and certificates showing observations and results of tests.

Endorsement

If tests are to be carried out on parts of the Works, do not conceal those parts and do not commence further work on those parts until the tests have been satisfactorily completed and compliance verified or as otherwise specially agreed with the Principal's Representative.

2.3 SAMPLES

General

Refer to references in the Construction notes on Drawings S1 and S2 for specific requirements relating to sample submissions.

Timing

Delays: Coordinate submissions of related samples. Do not cause delays by making late submissions or submitting inadequate samples.

Quantity

General: Submit a sample of each designated item and 2 copies of supporting documentation. Include ancillary items such as fasteners, flashings and seals.

Identification

Identify the Project, Contractor, Subcontractor or Supplier, Manufacturer, applicable product, model number and options, as appropriate and include pertinent Contract Document references. Include service connection requirements and product certification. Identify non-compliances with project requirements, and characteristics which may be detrimental to successful performance of the completed work.

Approval

General: Do not commence work affected by samples until the samples have been approved. Submit further samples as necessary.

Retention

Keep approved samples in good condition on Site, until Practical Completion.

Incorporation

Incorporate in the Works samples which have been approved for incorporation. Do not incorporate other samples.

Criteria

Match approved samples throughout the Works.

Materials and components

Product data: For proprietary equipment, submit the Manufacturer's product data including:

- technical specifications and drawings;
- type test reports;
- performance and rating tables; and
- recommendations for installation and maintenance.

Proposed products schedules: For major products not specified as proprietary items, within 3 weeks of site possession submit a schedule of those proposed for use.

Product certification: If products must comply with product certification schemes, submit evidence of compliance.

Execution

Fixing of services: Submit typical details of locations, types and methods of fixing of services to structure, before installation.

Embedded services: Submit proposals for embedding services in concrete walls or floors, or chasing into concrete or masonry walls.

Inaccessible services: If services will be enclosed and not accessible after completion, submit proposals for location of service runs and fittings.

Acceptance of substrate: Submit installers' statements verifying that the substrate is satisfactory for receiving the installation.

2.4 SUBMISSIONS**General**

Refer to references in the Construction notes on Drawings S1 and S2 for specific requirements in relation to submissions.

Timing

Delays: Coordinate submissions of related items. Do not cause delays by making late or inadequate submissions.

Quantity

Bound Documents: 5 copies

Shop Drawings: Minimum 3 copies unless otherwise specifically stated

Standard Contract Drawing size: A3.

Identification

Identify the Project, Contractor, Subcontractor or Supplier, Manufacturer, applicable product, model number and options, as appropriate and include pertinent Contract Document references. Include service connection requirements

and product certification. Identify non-compliances with project requirements, and characteristics which may be detrimental to successful performance of the completed work.

Endorsement

Witness points: Give notice before commencing work affected by Contractor's submissions, unless the submissions have been endorsed as satisfactory.

Hold points: Do not commence work affected by Contractor's submissions until, if appropriate, the submissions have been endorsed as satisfactory,

Errors: If a document contains errors, submit a new or amended document as appropriate, indicating changes since the previous submission.

Design

General: If part or all of an installation is to be designed by the Contractor, submit documents showing the layout and details of the installation.

Variation documents: If it is proposed to change the installation from that shown on the Contract Documents, or if changes are required by Statutory Authorities, submit variation documents showing the proposed changes.

Shop drawings

General: Refer to the Construction notes on Drawings S1 and S2 for additional specific requirements.

Submit dimensioned drawings showing details of the fabrication and installation of the works

Diagrammatic layouts: Coordinate work shown diagrammatically in the Contract Documents, and submit dimensioned set-out drawings.

Allow an additional ten (10) day period for Principal review of required Shop Drawings.

General: Submit 3 hard copies and 1 email set of shop drawings showing the following information:

Relevant details of each assembly, component and connection.

Information relative to fabrication, surface treatment, transport and erection.

Particular: Include the following information:

32. Identification.
33. Steel type and grade.
34. Dimensions of items.
35. Required camber, where applicable.
36. Fabrication methods including, where applicable, hot or cold forming and post weld heat treatment.
37. Location, type and size of welds and/or bolts and bolt holes.
38. Weld categories and bolting categories.
39. Orientation of members.
40. Surface preparation methods and coating system if shop applied.
41. Best practice details in relation to application of protective coatings.
42. Breather holes for hollow sections (with seal plates) being hot-dip galvanized.
43. Procedures necessary for shop and site assembly, and erection.
44. Location of and preparation for site welds.

Requirements: Do not commence fabrication until final approved shop drawings are received.

Authorities

Correspondence: Submit copies of correspondence and notes of meetings with Authorities.

Authorities' approvals: Submit documents showing approval of the Authorities whose requirements apply to the work.

Tests

Tests program: Submit a Testing and Commissioning program which is consistent with the Construction Program. Include particulars of test stages and procedures.

Test records: For designated tests, including pre-delivery tests, record results and submit reports or certificates in a form suitable for inclusion in Operation and Maintenance Manuals.

3. MATERIALS AND COMPONENTS

3.1 GENERAL

Proprietary items

Implication: Identification of a proprietary item does not necessarily imply exclusive preference for the item so identified, but indicates the necessary properties of the item.

Alternatives: If alternatives are proposed, submit proposed alternatives and include samples, available technical information, reasons for proposed substitutions and cost. If necessary, provide an English translation. State if provision of proposed alternatives will necessitate alteration to other parts of the Works and advise consequent costs.

Manufacturers' or suppliers' recommendations

General: Select, if no selection is given, and transport, deliver, store, handle, protect, finish, adjust, prepare for use, and provide manufactured items in accordance with the current written recommendations and instructions of the Manufacturer or Supplier.

Instructions: Submit the recommendations and instructions, and advise of conflicts with other requirements.

Project modifications: Advise of activities that supplement, or are contrary to, Manufacturer's or Suppliers' written recommendations and instructions.

Product certification: If products must comply with product certification schemes, provide them in accordance with the certification requirements.

Sealed containers

If materials or products are supplied by the Manufacturer in closed or sealed containers or packages, bring the materials or products to point of use in the original containers or packages.

Consistency

For the whole quantity of each material or product use the same manufacturer or source and provide consistent type, size, quality and appearance.

4. EXECUTION

4.1 INSTALLATION

General

General: Install equipment and services plumb, fix securely and organise reticulated services neatly. Allow for movement in both structure and services.

Arrangement: Arrange services so that services running together are parallel with each other and with adjacent building elements. Unless otherwise specified or detailed - under suspended ground floors, keep services at least 150 mm clear above ground surface, additional to insulation, and ensure access is not impeded.

Lifting: Provide permanent fixtures attached to the equipment, for lifting heavy items of equipment, as recommended by the Manufacturer.

4.2 SERVICES CONNECTIONS

Statutory Authorities' requirements

If the Authorities elect to perform or supply part of the Works, make the necessary arrangements. Install equipment supplied, but not installed, by the Authorities.

Connections

Connect to Statutory Authorities' services or service points. Excavate to locate and expose connection points. On completion reinstate the surfaces and facilities which have been disturbed.

4.3 SYSTEM INTEGRATION

General

Interconnect system elements so that the installations perform their designated functions.

4.4 BUILDING PENETRATIONS

Piping and Cable sleeves

Refer to the Construction notes on Drawings S1 and S2 for specific requirements.

Fire rated building elements

Seal penetrations in accordance with the specific requirements set in the Construction notes on Drawings S1 and S2. Maintain the required fire rating at penetrations.

Non-fire rated building elements

Seal penetrations around conduits and sleeves. Seal around cables within sleeves. If the building element is acoustic rated, maintain the rating.

Limitations

General: Except as specified or detailed do not penetrate or fix to the following without approval:

- Structural building elements including external walls, fire walls, floor slabs and beams.
- Membrane elements including damp-proof courses, waterproofing membranes and roof coverings.

Membranes: If approval is given to penetrate membranes, provide a waterproof seal between the membrane and the penetrating component.

4.7 FIXING

General

If equipment and services are not suitable for fixing to non-structural building elements, fix directly to structure and trim around holes or penetrations in non-structural elements.

Scaffold fixing

Scaffolding can only be fixed into/thru, formwork tie bolts of off form and coloured concrete with protective timber blocking between. No other fixings are acceptable.

4.8 UNDERGROUND METAL PIPING

Corrosion protection

General: Provide corrosion protection for:

- underground ferrous piping; and
- underground non-ferrous metal piping in corrosive areas.

Protection methods: Select from the following:

- Impermeable flexible plastic coating.
- Sealed polyethylene sleeve.
- Continuous wrapping using proprietary petroleum taping material.
- Cathodic protection: Sacrificial anodes or impressed current. Incorporate a facility for periodic testing.

Standard: Comply with the recommendations of AS 2832.1.

4.9 PIPING

Cleaning

General: Before installation, remove loose scale, burrs, fins and obstructions.

Protection: During construction, prevent the entry of foreign matter into the piping system by temporarily sealing the open ends of pipes and valves with purpose-made covers.

Installation

General: Install piping in straight lines at uniform grades with no sags. Arrange to prevent air locks. Provide sufficient unions, flanges and isolating valves to allow removal of piping and fittings for maintenance or replacement of plant.

Arrangement: Arrange and support piping so that it remains free from vibrations whilst permitting necessary movements. Minimise the number of joints.

Spacing: Except as specified or detailed provide at least 25 mm clear between pipes and between pipes and building elements, additional to insulation.

Dissimilar metals: Join dissimilar metals with fittings of electrolytically compatible material.

Accessibility

Provide access and clearance at fittings which require maintenance or servicing, including control valves and joints intended to permit pipe removal. Arrange piping so that it does not interfere with the removal or servicing of associated equipment or valves or block access or ventilation openings.

Embedded piping

Expansion and contraction: Sheath or sleeve metal piping chased into masonry or encased in concrete so that expansion or contraction can take place without damage to the pipe or to the material or surface finish of the surrounding element.

Cover plates

If piping emerges from exposed building surfaces, provide cover plates of non-ferrous metal, finished to match the pipe, or of stainless steel, close fitting and firmly fixed in place.

Support system

General: Provide proprietary support systems of galvanized or zinc-coated steel construction.

Vertical pipes: Provide anchors and guides to maintain long pipes in position, and supports to balance the mass of the pipe and its contents.

4.10 VIBRATION SUPPRESSION

General

Minimise the transmission of vibration and noise from rotating or reciprocating equipment to other building elements.

Equipment requiring vibration isolation mountings

Except for external equipment which is not connected to the structure of any building, support rotating or reciprocating equipment on mountings as specified or detailed.

Vibration isolation mountings

Mountings are to achieve a high level of isolation efficiency at the normal operating speeds of the equipment.

Spring mountings

As specified and detailed. Unless otherwise documented provide:

- Suitable neoprene acoustic isolation pads between baseplate and support.
- Vertical resilient limit stops: To prevent spring extension when unloaded, to serve as blocking during erection, and which remain out of contact during normal operation.
- Snubbing: Snub the springs to prevent bounce at start-up.

Installation

Set and adjust vibration isolation mounting supports to give adequate clearance for free movement of the supports.

Inertia bases

General: Where required provide inertia bases as specified and detailed with mass at least that of the equipment supported.

Construction: In accordance with specification or details. Position foundation bolts for equipment before pouring concrete.

Supports: Support on vibration isolation mountings using height saving support brackets.

4.11 PAINTING SERVICES AND EQUIPMENT

General

Refer to the Construction notes on Drawings S1 and S2 for the specific requirements.

Where not specifically covered by above - if exposed to view, paint new services and equipment including in plant rooms, except chromium, anodised aluminium, GRP, UPVC, stainless steel, non-metallic flexible materials and normally lubricated machined surfaces. Repaint proprietary items only if damaged.

4.12 MARKING

General

General: Mark equipment, electrical wiring, piping, valves, conduits and ducts, to provide a ready means of identification.

Piping, conduits and ducts: To AS 1345, as applicable.

The detailed requirements shall be as specified and detailed in the Construction notes on Drawings S1 and S2.

Compliance Signage

Where compliance signage is required in relation to a particular area or equipment it is subject to specific approval of the Principal's Authorised Person prior to fabrication and placement as elsewhere specified.

4.13 SERVICES SEISMIC PROVISIONS

Provisions

Comply with the following as a minimum:

- Arrange all components to resist earthquake loads.
- Restrain all components against seismic loads other than pipes and ducts exempted in AS 1170.4 clause 5.1.4.
- Plant and equipment: Securely fix all plant and equipment to the building structure.
- Fixings: Fix components to withstand earthquake loads determined in accordance with AS 1170.4. Do not rely on gravity and friction to resist seismic forces.
- Anti-vibration mounts: Use horizontally restrained type.
- Components: Do not use components that will be damaged by earthquake conditions. Protect systems against the adverse effects of components such as mercury switches which, although not damaged by earthquake, may malfunction.

5. COMPLETION

5.1 GENERAL

General Requirements

Without prejudice to meanings which may be stated or implied elsewhere in the Contract, 'Practical Completion' shall mean that stage in the execution of the Work under the Contract when such documents and other information required under the Contract which, in the opinion of the Principal's Representative, are essential for the use, operation and maintenance of the Work have been supplied, and the Works are DEFECT FREE, for its intended use and occupation.

Samples

Remove unincorporated samples on completion.

Warranties

Specific Warranty requirements are set out in the Construction notes on Drawings S1 and S2.

General: Name the Principal as Warrantee. Register with Manufacturers as necessary. Retain copies delivered with components and equipment.

Commencement: Commence Warranty Periods at Practical Completion or at acceptance of installation, if acceptance is later than Practical Completion.

Approval of Installer: If installation is not by Manufacturer, and Product Warranty is conditional on the Manufacturer's approval of the Installer, submit the Manufacturer's written approval of the installing firm.

5.2 RECORD DRAWINGS

General

Provide "as executed" drawings for all works.

Services

Show dimensions, types and location of equipment, cables, piping and ductwork in relation to permanent site features and other underground services. Include relationship to building structure and other services, and changes made during commissioning and the maintenance period. Include diagrammatic drawings of each system showing piping and wiring, and principal items of equipment.

Format

Use the same borders and title block as the Contract Drawings. Drawings shall be provided in electronic format (1 x CD rom) and also hard copy (3 copies) of all drawings

5.3 OPERATION AND MAINTENANCE MANUALS

General: Provide Operation and Maintenance Manuals for installations.

Authors and compilers: Personnel experienced in the maintenance and operation of equipment and systems installed, and with editorial ability.

Subdivision: By installation or system, depending on Project size.

Format

A4 size loose leaf, in commercial quality, 4 ring binders with hard covers, each indexed, divided and titled. Include the following features:

- Pagination: Number pages consecutively.
- Cover: Identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL", to spine. Identify title of project, volume number, volume subject matter, and date of issue.
- Ring size: 50 mm maximum, with compressor bars.
- Text: Manufacturers' printed data, including associated diagrams, or typewritten, single-sided on bond paper, in clear concise English.
- Dividers: Durable divider for each separate element, with typed description of system and major equipment components. Clearly print short titles under laminated plastic tabs.
- Drawings: Separate A3 drawings in A3 plastic sleeves in A3 binders individual B1 print drawings and CD of all drawings in Autocad 2000 pdf format.

Contents - general

Include the following:

- Drawings and technical data: As necessary for the efficient operation and maintenance of the installation.
- Table of contents: For each volume. Title to match cover.
- Directory: Names, addresses, and telephone and facsimile numbers of Principal Consultant, Subconsultants, Contractor, Subcontractors and names of responsible parties.
- Equipment descriptions:
 - . Name, address and telephone and facsimile numbers of the Manufacturer and Supplier of items of equipment installed, together with catalogue list numbers.
 - . Schedules (system by system) of equipment, stating locations, duties, performance figures and dates of manufacture. Provide a unique code number cross-referenced to the record and diagrammatic drawings and schedules, including spare parts schedule, for each item of equipment installed.
- Operation procedures:
 - . Manufacturers' technical literature as appropriate.
- Maintenance procedures:
 - . Manufacturer's technical literature as appropriate. Register with manufacturer as necessary. Retain copies delivered with equipment.
 - . Detailed recommendations for preventative maintenance frequency and procedures.
 - . Safe trouble-shooting, disassembly, repair and reassembly, cleaning, alignment and adjustment, balancing and checking procedures. Provide logical step-by-step sequence of instructions for each procedure.
 - . Schedule of spares recommended to be held on site, being those items subject to wear or deterioration and which may involve the principal in extended deliveries when replacements are required. Include complete nomenclature and model numbers, and local sources of supply.
- Certificates:
 - . Copies of Manufacturers' Warranties.
 - . Certificates from Authorities.
 - . Product Certification.

Contents - services

Include the following in addition to Contents - general:

- Installation description: General description of the installation.
- Systems descriptions: Technical description of the systems installed, written to ensure that the principal's staff fully understand the scope and facilities provided. Identify function, normal operating characteristics, and limiting conditions.
- Systems performance: Technical description of the mode of operation of the systems installed.
- Equipment descriptions:

- . Manufacturers' technical literature for equipment installed, assembled specifically for the project, excluding irrelevant matter. Mark each product data sheet to clearly identify specific products and component parts used in the installation, and data applicable to the installation.
- . Supplements to product data to illustrate relations of component parts. Include typed text as necessary.
- Operation procedures:
 - . Safe starting up, running-in, operating and shutting down procedures for systems installed. Include logical step-by-step sequence of instructions for each procedure.
 - . Control sequences and flow diagrams for systems installed.
 - . Legend for colour-coded services.
 - . Schedules of fixed and variable equipment settings established during commissioning and maintenance.
 - . Procedures for seasonal changeovers.
- Maintenance procedures:
 - . Schedule of normal consumable items, local sources of supply, and expected replacement intervals up to a running time of 40,000 hours. Include lubricant and lubrication schedules for equipment.
 - . Instructions for use of tools and testing equipment.
 - . Emergency procedures, including telephone numbers for emergency services, and procedures for fault finding.
- Certificates:
 - . Copies of test certificates for the mechanical installation and equipment used in the installation.
 - . Test and balancing reports.
- Drawings: as executed

Timing and quantity

Draft manuals: Submit 2 draft manuals 8 weeks before the date for Practical Completion to enable the Principal's staff to familiarise themselves with the installation and consultants to review/comment on contents. Include provisional Record Drawings and preliminary performance data.

- Format: As for the final manuals, with temporary insertions for items which cannot be finalised until the installation is commissioned and tested.

Progressive: For equipment put into service during construction and operated by Principal, submit manuals within 2 weeks after acceptance.

Final drafts: Submit no later than the date for Practical Completion. If available, include certificates from authorities, and warranties.

Final copies: Submit 3 sets of final volumes within 4 weeks after Practical Completion. Incorporate feedback from review, commissioning and from training of principal's staff, including preparation and insertion of additional data.

Revisions: Submit 3 sets of loose leaf amendments for insertion in the manuals

5.4 TRAINING

General

Operation and Maintenance Manuals: Use items and procedures listed in the final draft Operation and Maintenance Manuals as the basis for instruction. Review contents with the Principal's staff in detail and make any adjustments where required after training is conducted.

Format: Conduct training at agreed time for the personnel identified by the Principal, at system or equipment location.

Operation

Immediately after Practical Completion, explain and demonstrate to the Principal's staff the purpose, function and operation of the installations.

Maintenance

Immediately after Practical Completion, explain and demonstrate to the Principal's staff the purpose, function and maintenance of the installations.

Demonstrators

Qualified Manufacturer's representatives who are knowledgeable about the systems, equipment and installations.

Seasonal operation

For equipment requiring seasonal operation, demonstrate during each season and prior to Final Completion.

5.5 SPARES

General

Schedule: At least 8 weeks before the Date for Practical Completion, submit a schedule of spare parts necessary for maintenance of the installation. State against each item the recommended quantity, and the Manufacturer's current price, including for:

- packaging and delivery to Site;
- checking receipt, marking and numbering in accordance with the spare parts schedule;
- referencing equipment schedules in the Operation and Maintenance Manuals; and painting, greasing and packing to prevent deterioration during storage.

Allow for taking delivery of specified Spares and carefully storing in the location advised by the Principal's Authorised Person.

5.6 TOOLS

General

General: At Practical Completion, supply 2 complete sets of special tools and portable indicating instruments necessary for operation and maintenance of equipment together with suitable means of identifying, storing and securing the tools and instruments. Include instructions for use.

5.7 COMMISSIONING

Reports

Submit reports indicating observations and results of tests and compliance or non-compliance with requirements, as required in the construction notes on the drawings.

Notice

Give sufficient notice for inspection to be made of the commissioning of the installation.

Starting up

General: Coordinate schedules for starting up of various systems and equipment. Give 5 working days notice before starting up each item.

Checks: Before starting, verify that each piece of equipment has been checked for proper lubrication, drive rotation, belt tension, control sequence, circuit protection or for other conditions which may cause damage.

Tests: Verify that tests, meter readings, and specified electrical characteristics agree with those required by the Manufacturer.

Wiring: Verify wiring and support components for equipment are complete and tested.

Manufacturers' representatives: Have authorised Manufacturers' representatives present on site to inspect, check, and approve equipment or system installation prior to starting up, and to supervise placing equipment and operation.

- Starting up: Execute starting up under supervision of Manufacturers' representative and appropriate contractors' personnel, in accordance with Manufacturers' instructions.

Report: Submit a report demonstrating that equipment has been properly installed and is functioning correctly.

Circuit protection

Confirm that circuit protective devices are sized and adjusted to protect installed circuits.

Controls

Calibrate, set and adjust control instruments, control systems and safety controls.

5.8 COMPLETION TESTS

General

Carry out acceptance tests and final tests including all testing specified in the construction notes of the drawings.

Functional checks

Carry out functional and operational checks on energised equipment and circuits and make adjustments for the correct operation of safety devices.

Hydraulic site tests

Preparation for pressure testing: Securely anchor pipes and fittings in position to prevent movement during tests.

Leave pipe joints exposed to enable observation during tests.

Disconnect equipment which is not designed to carry the test pressure.

Functional checks

Residual current devices: Verify earth leakage tripping times and currents.

5.9 CLEANING

General

At Practical Completion, THOROUGHLY clean the all components of the works.

5.10 MAINTENANCE

General

General: During the Maintenance Period, carry out periodic inspections and maintenance work as recommended by Manufacturers of supplied equipment, and promptly rectify faults.

Emergencies: Attend emergency calls promptly.

Maintenance program

Submit details of maintenance procedures and program for the defect liability period, 6 weeks before the Date for Practical Completion. Indicate dates of service visits. State contact telephone numbers of service operators and describe arrangements for emergency calls.

Maintenance records

General: Submit, in binders which match the manuals, loose leaf log book pages designed for recording completion activities including operational and maintenance procedures, materials used, test results, comments for future maintenance actions and notes covering the condition of the installation. Include completed log book pages recording the operational and maintenance activities performed up to the time of Practical Completion.

Number of pages: The greater of 100 pages or enough pages for the Maintenance Period and a further 12 months.

Certificates: Include test and approval certificates.

Service visits: Record comments on the functioning of the systems, work carried out, items requiring corrective action, adjustments made and name of service operator. Obtain the signature of the Principal's designated representative.

Certification: On satisfactory completion of the installation, submit certificates stating that each installation is operating correctly.

Maintenance / Defects Meeting Attendance

The Contractor is required to attend fortnightly maintenance/defects meetings until issue of the Final Certificate, to advise and report on the status and action of all defects/issues.

Cyclic Maintenance Plan:

Prior to practical completion, prepare and submit a comprehensive cyclic maintenance plan for the work advising of all cyclic maintenance requirements. This documents will be by NPWS to managed all maintenance requirements after the defects liability period.

5. DRAWINGS

Refer to Drawings:

S1	Construction Notes – Sheet 1
S2	Construction Notes – Sheet 2
S5	General Arrangement
S6	General Arrangement Elevation
S10	Piling Details
S15	Wharf Plan and Details
S16	Wharf Details
S20	Floating Pontoon Plan and Details
S21	Floating Pontoon Details – Sheet 1
S22	Floating Pontoon Details – Sheet 2
S23	Floating Pontoon Details – Sheet 3
S24	Floating Pontoon Details – Sheet 4
S30	Ramp Plan and Details
S31	Ramp Details
S40	Ramp Support Post Details – Sheet 1
S41	Ramp Support Post Details – Sheet 2

6. Appendices



Review of Environmental Factors for the
Enhancement of Access on Goat Island

Proponent's Details

All correspondence and notices will be sent to the address of the proponent.

Please notify NPWS of any change of address and/or telephone number if this occurs during the processing of the REF.

Name:	Robert Bird
Position title:	Project Manager,
Section/division:	Sydney Region
Organisation:	Parks & Wildlife Division, Dept. of Environment and Climate Change
Australian Company Number:	
Australian Business Number:	
Postal address:	PO Box 461 Rose Bay, NSW, 2124
Telephone number:	9337 7016
Mobile phone number:	0418 653 570
Facsimile number:	9337 1303
E-mail address:	Robert.Bird@environment.nsw.gov.au
Signature of proponent:	
Date:	

Legal Permissibility

Indicate whether the activity is permissible under the legislation, by marking the boxes if the activity is permissible. Include explanation where necessary.

☒ *National Parks and Wildlife Act 1974* (NP&W Act);

The wharves on Goat Island are not situated on land gazetted as national park but DECC is the manager of the wharves and any activities undertaken by the land manager must be consistent with the Act.

☒ *Environmental Planning and Assessment Act 1979* (EP&A Act);

The development is considered permissible. Development consent for the activity is required, in accordance with the provisions of the Sydney Regional Environmental Plan (Sydney Harbour Catchment).

The island above mean high water mark is zoned 8(a) National Park under this SREP. Only purposes authorised by the NP&W Act, or navigational aids, are permissible within the zone (clause 19). This zoning does not take into account that some of the island is not gazetted as national park. The waters surrounding Goat Island, however, are zoned W1 Maritime Waters. There are a number of uses allowable with consent including boating industry facilities, tourism facilities, community facilities, public water recreational facilities, public water transport facilities, and recreational facilities. The SREP, however, makes special provision for waters adjoining national parks. Clause 38 of the SREP states;

Development for any purpose for which development is authorised to be carried out under the *National Parks and Wildlife Act 1974* may be carried out without development consent in the waterway adjoining land that is reserved under that Act, where the development spans the mean high water mark and is part of any other development or activity carried out on that land.

Goat Island is listed on the SREP as a heritage item within Schedule 4, no. 70, however this has no implications due to the clause above.

DEC is considered to be the determining authority under Part V of the EPA Act.

☒ *Threatened Species Conservation Act 1995* (TSC Act);

The activities are consistent with the act and regulations.

☐ *Wilderness Act 1987*;

Wilderness Act 1987 is not relevant to this review.

☐ *Rural Fires Act 1994*;

Rural Fires Act 1994 is not relevant to this review.

☒ *Heritage Act 1977*;

Goat Island above mean high water mark (Lot 3 of DP 837195) is listed on the NSW State Heritage Register. The wharves surrounding Goat Island (Lot 4 of DP 837195) are not listed on NSW State Heritage Register.

The activities, however, are considered to be consistent with the act and regulations.

☒ *Fisheries Management Act 1994* (FM Act);

The activities are consistent with the act.

☒ Commonwealth legislation (including the *Environmental Protection and Biodiversity Conservation Act 1999* (EP&BC Act) and the *Telecommunications Act 1997*);

The activities are consistent with the Environmental Protection and Biodiversity

Conservation Act 1999 (Goat Island is not listed on the National Heritage Register). The Telecommunications Act 1997 is not relevant to this review.

Consistency with NPWS Policies

Indicate whether the activity is consistent with NPWS policy, including an explanation where necessary, by marking the boxes if the activity is consistent with policy:

☒ Field management policies;

The activities are consistent with the DECC Park Management Policies.

☒ Guide to Building Maintenance Works;

N/A: The guide is not relevant as the proposal consists of all new works.

☒ NPWS Area strategies or plans;

N/A: There are no Area strategies or plans.

☒ Plan of management (adopted or draft);

The **Sydney Harbour National Park Plan of Management 1998** states: "Some of the wharves at Goat Island may be upgraded to improve public access" (p.46).

☒ SEPPs;

The activity is consistent with SEPP 4 and 23.

☒ Conservation management plans;

The **Goat Island Timber Wharves Conservation Management Strategy** (Paul Davies, 2007) indicates that Wharf 4A is of high state significance and should be repaired and retained as a ferry access point. The proposed works are consistent with the policies and recommendations of the CMS. It recommends that disabled access be provided to this wharf, allowing for adaptation to facilitate current access methods, including the widening of the southern end of the wharf.

The CMS has been endorsed by Sydney Region and has been submitted for endorsement by CHD.

☒ Other. Please specify:

DECC historic heritage approval policy requires the preparation of an REF and Statement of Heritage Impact for activities associated with minor or major impacts on items listed on the State Heritage Register, in accordance with the EPA Act and the Heritage Act.

DECC will be required to apply the Construction Assessment and Approvals Procedure.

DECC will be required to submit to NSW Maritime for approval an 'Application for Construction of Water-side Structures' including detailed dimensioned working drawings and calculations.

For Use in Determination Only

☐ The activity legally permissible.

☐ The activity is consistent with NPWS policy.

Comments:

Type of approval

Select one or more of the following types of approvals for which the REF is being prepared:

NPWS proponents only

- ☒ Internal NPWS approval or authorisation, including expenditure;
- ☐ Section/clause 8 3(a) of NPW Act/Regulation;
- ☐ Section/clause of Act/Regulation;
- ☐ Section/clause of Act/Regulation; and
- ☐ Other. Please specify:

Provide a brief description of the type of approval sought:

Consent to undertake construction works and amend a structure to extend the southern end of the Shipyard Broadside Wharf (4A) by several metres and install a pontoon and access ramp adjacent the south-western side of the wharf.

- ☐ **The proponent has correctly identified the type of approvals required.**

Is a REF is required?

Confirm that a REF is required using the following triggers:

- ☒ The proposal is an [activity](#);
- ☒ NPWS is a [determining authority](#);
- ☒ The activity is not in accordance with a [prior approval](#);
- ☒ [Other approval processes](#) apply as well; Approval of the activity is also required from NSW Maritime.
- ☒ The proposal **is** legally permissible (from above); and
- ☒ The proposal **is not** inconsistent with NPWS policy (from above).

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- ☐ **A REF is required for the proposal.**

Supporting Information

Indicate the attached supporting information by marking the boxes below:



Attach
supporting
information

☐ EIS;

☐ 8-part test/SIS (circle applicable document);

☐ LEP land use table;

☒ Engineering plans;

- TLB Engineers: **Wharf 4A Goat Island Access Ramp and Pontoon**, October 2007.
- Patterson Britton & Partners: **Goat Island Wharf 4A Substructure Repair Plan**, 2007.

☐ Specialist studies. Please specify:

☒ Other. Please specify:

- Statement of Heritage Impact - Enhancement of Access to Goat Island Wharf 4A (DECC, October 2007)

Ensure that any supporting information is clearly marked with the date on which it was prepared, and the author.

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Is any other information required?

Consultation

Specify the details of the consultation, including who was consulted, how, when and the results of the consultation:

DECC Cultural Heritage Division: Officers of CHD have been consulted regarding the work, and provided the following advice:

"Provision of disabled access to the island is supported. As pre-lodgement advice based on the information, the approach to the new infrastructure seems reasonable, as the pontoon is positioned off the Wharf and reversible" Ed Beebe, 18/04/07.

NSW Maritime: NSW Maritime (in correspondence of 8 May 2007) have advised; no in principle objection to the proposal subject to their approval of an Application for Construction (including detailed dimensioned working drawings and calculations) and prevention of falling debris and that the proposal complies with NSW Maritime's relevant engineering guidelines and disabled access requirements.

The **Draft Goat Island Master Plan** (Conybeare Morrison International, March 2007) identifies the proposal to upgrade wharf 4A to provide for disabled access. The Master Plan was placed on public exhibition from March to June 2007. Responses were generally supportive of improving public access although none addressed the specific proposal for enhanced wharf access.

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☐ Public exhibition is required. Reasons:

☐ Further consultation is required. Reasons:

Comments:

+ Refer to [2.8](#) of the Proponent's

Attach a locality plan, maps, photographs, diagrams and a site plan

Description of the Activity

The description should be clear to a person who is not familiar with the area or the proposed activity. All aspects and phases of the activity should be described, as well as the estimated timing of the activity.

Location of activity

The activity will take place on the wharf on the western side of Goat Island, Sydney Harbour. Wharf 4a is the southern-most section of the Broadside Wharf adjacent the Ship Repair Workshop.



Description of activity

Description of the Wharf

Wharf 4A was constructed in 1926 and extended in 1946. The timber decking was replaced with reinforced concrete in 1969. There have been ongoing repairs to the wharf, particularly around the southwest steps since the island was transferred to NPWS in 1994.



Wharf 4A is the section of the Broadside Wharf adjacent the Ship Repair workshop.

The wharf consists of a cast in situ reinforced concrete deck slab supported on 300 x 250 hardwood girders at approx. 1 m centres. 350 x 350 hardwood headstocks at 3 m centres support the girders. The deck is supported by hardwood piles a 3 m centres.

In the original design of Wharf 4A lateral loads from berthing and mooring were transferred through steel land ties into the pre-cast concrete seawall and dead man anchors. The steel land ties have since deteriorated and can no longer carry any loads into the existing seawall and dead man anchors. The current condition of the concrete seawall appears to be in a fair condition from visual inspection however the condition of the seawall directly behind the wall (ie landward side of the seawall) is unknown. An existing Ship Repair Workshop is constructed over the seawall and to assess the condition behind the seawall the floor of that building would need to be excavated and the structural frame of the building may also be affected. There would be considerable cost associated with an investigation of this magnitude. It is possible that the structure of the original powder magazine wharf exists behind the sea wall and excavation proposed for the investigation may have significant archaeological impacts. The seawall requires minor repairs including concrete patch repairs and replacement of a timber wale beam. It is envisaged that these repairs can be undertaken at a later date, when the wharf structure is repaired and in a safe condition.

An engineering assessment undertaken by Taylor Lauder Bersten in 2003 indicated that 38% of the vertical piles had effectively failed and that the lateral loads generated when craft berth against the wharf should not be taken by the sea wall. There was a partial collapse of a section of the wharf in late 2006. Two sections of concrete deck were subsequently removed to limit the possibility of catastrophic failure.

Recent related works

In 2007 DECC carried out major repairs and stabilisation work on Wharf 4A through a combination of the following:

- repair of piles, through timber splicing, strengthening of deteriorated piles using epoxy encapsulation and wrapping of piles for protection against marine borer attack;
- replacement of headstocks and girders;
- steel plate splice connection for girders (to provide continuity);
- installation of lateral bracing system including vertical and horizontal bracing,
- replacement of the missing concrete deck sections with reinforced concrete.

These works are scheduled for completion in November 2007.

As a result of these works Wharf 4A will have a Class 10 rating (AS4997, Table 5.1). A Class 10 Maritime Structure can accommodate a uniformly distributed load of 10kPa and a point load of 45kN. With the inclusion of the lateral bracing system, the refurbished wharf can provide berthing for vessels up to 120 tonnes under normal and overload conditions.



Left: Repair works in progress.
(Source: DECC 2007)

An archival digital photographic recording of the wharf was carried out prior to these works. (refer *Photographic Recording of Broadside Wharf 4A on Goat Island, Digital*

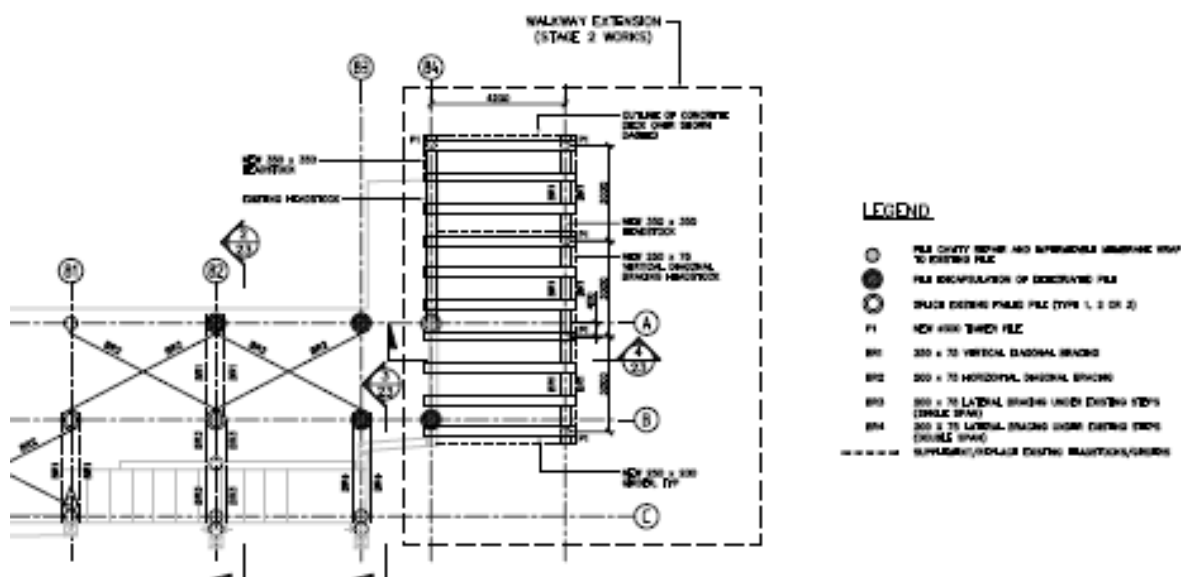
Photographic Report, May 2007)

Proposed works

The proposed works consist of two related activities; extension of the wharf walkway and installation of a pontoon and gangway.

1. Extension of Wharf Walkway

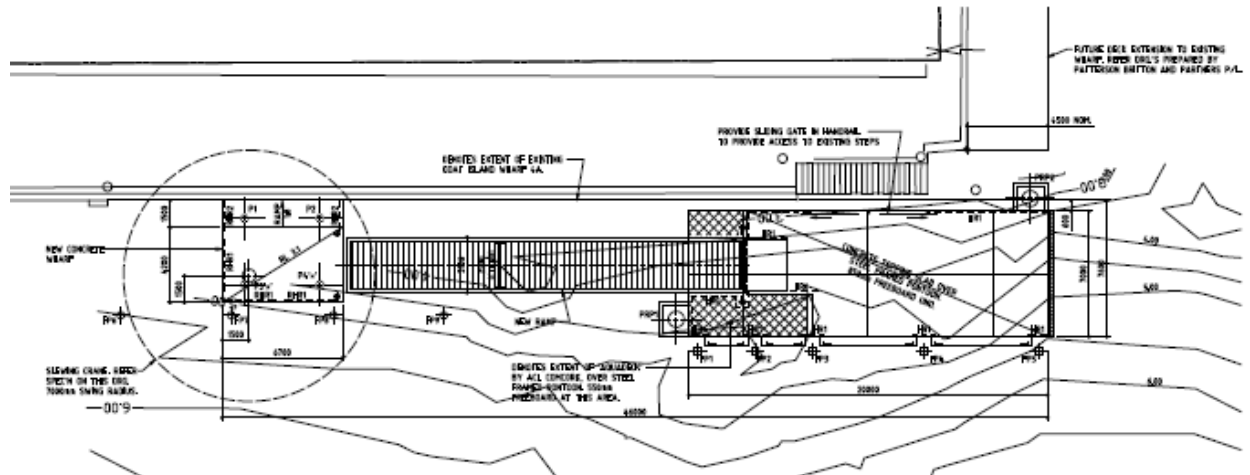
The wharf will be extended by 4.2 metres to the south to allow for the wharf walkway to be widened. This will involve the placement of 5 additional piles, replacement of one headstock and installation of one new headstock, 10 girders, lateral bracing and a concrete deck (see attachment substructure repair plan Drawing no. 6107-22). Specifications for this work were prepared by Patterson Britton & Partners Pty Ltd.



Above: Substructure Repair Plan Drawing 6107-22

2. Installation of Pontoon and Gangway

A steel pontoon (20 metres by 7 metres) with a concrete deck will be positioned alongside the southern end of wharf 4A and secured by means of two pontoon restraint piles affixed to the harbour-bed. An aluminium ramp (22 metres by 3.1 metres) with a maximum gradient of 1:14 will connect the pontoon with a fixed platform (6.7 metres by 7 metres), adjoining the wharf and secured by 4 wharf piles. A Slewing Jib Crane will be positioned on the platform. The pontoon will accommodate vessels up to 300 tonnes. Specifications for this work were prepared by TLB Engineers (see attachment).



Above: General arrangement plan for access ramp and pontoon.

Environmental safeguards and mitigation measures

It is unlikely that the proposed works will impact on the marine environment. The proposal will require the driving of a total of eleven piles. The level of turbidity created will be minimal and of a short duration only. There is little potential for debris to fall into the water. The contractor will have a high level of experience in working on such sites and be familiar with environmental safeguards for working in such sites.

List the attached plans, maps, photographs, and diagrams

- Construction drawings and contract specification

Co-use of telecommunications facilities

For telecommunications facilities only, if co-location is proposed, which of the following applies:

- ☐ The proponent will be the owner of the facility; or
- ☐ The proponent will be a co-user of the facility.

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- ☐ The description of the activity is clear.
- ☐ Mitigation measures and environmental safeguards been included.
- ☐ Modification to the activity or mitigation measures/safeguards is required, as follows:

Comments:

Reasons for Activity and Consideration of Alternatives

Reason for Activity

Long term management objectives for Goat Island include the enhancement of public access to approx 80% of Goat Island. This activity, the first stage of the access enhancement project, will enhance access to wharf 4A.

The installation of a pontoon and ramp will provide for unassisted wheelchair access to the wharf. The *Disability Standards for Accessible Public Transport 2002* require 1:14 gradient access on ramps for 80% of the high and low tide levels listed in the standard tide charts. Hence the proposal requires a ramp with a length of approx 20 metres from the pontoon to the wharf to provide for this gradient.

The widening of the walkway from the wharf to the shore will allow for small management vehicles to access the wharf pontoon.

DECC Sydney Region is required to upgrade 25% of its ramps and boarding services by 31st December 2007 in order to comply with the Disability Discrimination Act and the relevant Transport Standards (Part 6 Ramps and Part 8 Boarding). Wharf 4A has been identified as one of the Region's 4 wharves that need to comply with the compliance timetable of 100% compliance by 2022.

Alternatives

1. Do nothing:

This will not enhance access to the Island. DECC will be in breach of the Disability Discrimination Act.

2. Installation of hydraulic lift on Wharf 4A:

The second option for providing unassisted wheelchair access is a hydraulic lift. While potentially cheaper than a pontoon and ramp it will be more costly in terms of maintenance and operation. The lift will also require an operator to have accessed the Island before the lift can be lowered to the awaiting vessel. The pontoon and ramp design will provide access within the limits prescribed by the *Disability Standards for Accessible Public Transport 2002*, 24 hours a day.

The installation of a lift will also have a greater impact on the fabric of the wharf.

3. Provision of enhanced access to a different wharf:

It would also be feasible to install the pontoon and ramp system of access on the Ferry Wharf, on the northern side of the Island. This wharf is not engineered for commercial ferries and would require substantial upgrade works before wheelchair access could be considered.

Justification for preferred option

At this time, DECC only has sufficient funds to install unassisted wheelchair access at one location. The draft Master Plan recommends the use of the Ship Repair workshop as the main visitor gateway to the island. Access to Wharf 4A provides closer proximity to the Island's Magazine Precinct, which contains the Island's premier cultural tourism and education attractions. The northern wharves are also subject to far greater levels of wash from tugs and ferries.

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- ☐ The reasons for the activity are explained.
- ☐ Alternatives have been adequately considered.
- ☐ The preferred option is justified.

Comments:

Description and Features of the Existing Environment

Provide a description of the environment which will be affected by the proposed activity including any features of the existing environment that may be affected by the activity (using headings below). This section allows sensitive areas of the environment to be identified.

Description of the Existing Environment

Goat Island is a large sandstone Island approximately 6.5 ha in area located in the western part of Port Jackson. The Island is notable for its steep cliffs, central ridge, rocky shoreline and areas of dense vegetation. Goat Island is a unique site of national importance. The Island contains a remarkable collection of colonial period stone buildings, archaeological sites, industrial structures, artefacts and expanses of landscaped gardens and lawns. The Island is divided into seven precincts. Wharf 4A is located in the Shipyard Precinct adjacent to the Magazine Precinct.

Climate

As for Sydney metropolitan area; cool to mild winters; warm to hot summers. Precipitation occurs mostly during the summer months and to a lesser extent in autumn.

Geology/geomorphology

Goat Island consists of a large sandstone ridge protruding from the seabed of the harbour.

Soils

Sandy shallow soils, characteristic of the harbour shoreline. There are no terrestrial soils within the project area.

Fauna of Conservation Significance (threatened species, threatened populations, regionally significant species, or their habitats)

Wharf 4A, above the water level, does not provide habitat for any native fauna or threatened species, populations or regionally significant species.

The existing piles of wharf 4A may provide habitat Black Rock Cod, listed under the Fisheries Management Act as a vulnerable species and habitat for syngnathids (sea-horses) listed as a protected species. The piles will not be affected by the proposed works.

Divers undertaking the repairs to the piles of Wharf 4A in June/July 2007, however, indicated that they did not see any syngnathids and that apart from schools of Bream following the divers, the waters beneath the wharf were relatively devoid of marine life.

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☐ The existing environment is adequately described.

Comments:



Attach
Wildlife Atlas
search &
surveys
1292 in

Ecological Communities (endangered ecological communities and regionally significant communities)

N/A

Critical Habitat declared under the TSC Act

N/A

Wetland communities

N/A

SEPP 14 coastal wetland (or equivalent)

N/A

SEPP 26 littoral rainforest (or equivalent)

N/A

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☐ The existing environment is adequately described.

Comments:

SEPP 44 koala habitat

N/A

Catchment values (including drinking water and sub-catchments of high conservation value)

N/A

Wild and scenic rivers

N/A

Wilderness (either nominated or declared)

N/A

National/state/local natural or cultural heritage values

Goat Island (above mean high water) is listed on the NSW Heritage Register in recognition of its outstanding cultural values. The Island is also listed on the NPWs s.170 register and the National Trust Register.

The wharves, however, are not listed on the NSW heritage Register.

Goat Island is not registered on the National Heritage Register.

+ Refer to
[2.9.3](#) of
the
Proponent



Attach
AHIMS
search &
surveys

[\(2.9.4-2.9.5\)](#)

Known or potential Aboriginal heritage values, including areas, sites, objects or places

An assessment of Aboriginal sites was carried out in 1985 by Elizabeth Rich (Schwager / Brooks and Partners). Only one midden site was identified, located in the Residential precinct well above the high water mark. There is no likelihood of any works impacting on any Aboriginal relics or places was very low; also nothing of Aboriginal significance has been identified in the proposed activity area.

For Use in Determination Only

☐ The existing environment is adequately described.

Comments:

+ Refer to
[2.9.6](#) in
Proponent
s'

Other cultural heritage

The ***Goat Island Wharves Conservation Management Strategy*** indicates that wharf 4A has been identified as being of high state heritage significance;

This wharf is of highest significance to both the maritime history of the island and as a rare example of a broadside wharf with a directly related shore building, the two elements are linked operationally and historically. It spans the history of the Harbour Trust and the MSB. It is the principal point of arrival to the island, relates to the earliest area of development for the magazine and is visually of high value. (page 83)

A Statement of Heritage Impact is attached. The SHI concludes that the work will not reduce the significance of the wharf.

Vegetation of cultural landscape value

(Eg gardens and settings, introduced exotic species, or evidence of broader remnant land uses)

N/A

Recreation values

Wharf 4A provides the main visitor access and entry point on to Goat Island. Access is from vessels on to steps at the south-western end of the wharf. At low tide the lower steps are exposed. Due to continual inundation, the lower steps are slippery due to formation of algal growth. There is currently no wheelchair or mobility impaired access on to Goat Island.

Scenic and visually significant

Goat Island is an important landscape feature of the inner harbour. The numerous landscape features contribute to this importance. Wharf 4A is considered to be of high visual value.

Education or scientific values

Goat Island is of educational value as it provides clear evidence of a number of national and state historical themes and provides opportunities for heritage interpretation and environmental education.

Goat Island is of scientific value as it retains to potential to reveal further information related to the colonial and maritime industries of Sydney Harbour.

Wharf 4A as an example of a wharf construction for light commercial shipping and the mooring of floating plant and vessels under repair contributes to these values.

Interests of external stakeholders (eg adjoining landowners, leaseholders)

The enhancement of access is of benefit to all external stakeholders, including the harbour tour industry and educational institutions.

NSW Maritime Authority has provided no in principle objection to the proposal.

Matter of National Environmental Significance under the EPBC Act

Goat Island is not registered on the National Heritage Register.

For Use in Determination Only

☐ The existing environment adequately described.

Comments:

+ Refer to
2.10 in
the
Proponent

Describe the Impacts of the Activity

All possible impacts on the environment which are likely to be caused by the activity are to be recorded in this part, as well as an analysis of the environmental significance of those impacts. Each identified impact is to be categorised as low adverse, medium adverse, high adverse, negligible or positive.

In order to determine the likely significance of the impact you must analyse the [extent and nature](#) of the impacts.

Physical and Chemical Impacts during Construction and Operation			
	Applicable?*	Impact level (negligible, low, medium or high; negative or positive; or N/A)	Reasons (describe the type, nature and extent of impact, taking into account the receiving environment & proposed safeguards which will limit the impact)
1. Is the proposal likely to impact on soil quality or land stability?	<input type="checkbox"/>	N/A	The new works will have no impact on the adjacent shore line and thus no impact on soil quality or land stability.
2. Is the activity likely to affect a waterbody, watercourse, wetland or natural drainage system?	<input checked="" type="checkbox"/>	Negligible	Operations of this nature are common Sydney Harbour and there will be little effect on the harbour. Safeguards are proposed in the activity description. There will be some temporary and minor disturbance of the harbour-bed when piles are installed.
3. Is the activity likely to change flood or tidal regimes, or be affected by flooding?	<input type="checkbox"/>	N/A	N/A
4. Does the activity involve the use, storage, or transport of hazardous substances or the use or generation of chemicals, which may build up residues in the environment?	<input type="checkbox"/>	N/A	N/A
5. Does the activity involve the generation or disposal of gaseous, liquid or solid wastes or emissions?	<input type="checkbox"/>	N/A	N/A
6. Will the activity involve the emission of dust, odours, noise, vibration or radiation in the proximity of residential or urban areas or other sensitive locations?	<input checked="" type="checkbox"/>	Low	The activity will cause noise typical of the construction industry, a common occurrence around the harbour. The nearest residential or urban areas are at least 500 metres away and are unlikely to be affected by this noise.

* If yes, all columns need to be completed. If no, write 'N/A' in the second and third columns

For Use in Determination Only

☐ The REF adequately describes the physical and chemical impacts.

Comments or conditions:

For Use in Determination Only

☐ The REF adequately describes the physical and chemical impacts.

Comments or conditions:

+ Refer to [2.10.3](#) in the Proponent's

+ Refer to [2.5.3](#) in the Proponent's

+ Refer to [2.5.3](#) in the Proponent's

Biological Impacts During Construction and Operation			
	Applicable?*	Likely impact (negligible, low, medium or high negative or positive; or N/A)	Reasons (describe the type, nature and extent of the impact, the nature of the receiving environment and any proposed safeguards which will limit the impact)
1. Is any vegetation to be cleared or modified? (includes vegetation of conservation significance or cultural landscape value)	<input type="checkbox"/>	N/A	N/A
2. Is the activity likely to have a significant effect on threatened flora species, populations, or their habitats, or critical habitat? (refer to 8-part test)	<input type="checkbox"/>	N/A	The activity will not adversely affect flora or flora habitat. The additional piles may provide additional habitat for marine fauna.
3. Does the activity have the potential to endanger, displace or disturb fauna (including fauna of conservation significance) or create a barrier to their movement?	<input type="checkbox"/>	N/A	N/A
4. Is the activity likely to have a significant effect on threatened fauna species, populations, or their habitats, or critical habitat? (refer to 8-part test)	<input type="checkbox"/>	N/A	The activity will not affect fauna or fauna habitat.

5. Is the activity likely to impact on an ecological community of conservation significance?	<input type="checkbox"/>	N/A	The activity will not affect any species of ecological significance.
6. Is the activity likely to have a significant effect on an endangered ecological community or its habitat? (refer to 8-part test)	<input type="checkbox"/>	N/A	N/A
7. Is the activity likely to cause a threat to the biological diversity or ecological integrity of an ecological community?	<input type="checkbox"/>	N/A	N/A
8. Is the activity likely to introduce noxious weeds, vermin, feral species or genetically modified organisms into an area?	<input type="checkbox"/>	N/A	N/A
9. Is the activity likely to affect critical habitat?	<input type="checkbox"/>	N/A	N/A
10. Is the activity consistent with any applicable recovery plans or threat abatement plans?	<input type="checkbox"/>	N/A	N/A
11. Is the activity likely to affect any joint management agreement entered into under the TSC Act?	<input type="checkbox"/>	N/A	N/A

For Use in Determination Only

☐ The REF adequately describes the biological impacts.

☐ The activity is likely to have a significant effect on threatened species, populations, ecological communities, or their habitats (including Critical Habitat).

Comments or conditions:

+ Refer to
[2.10.4](#) in
the
Proponent

Community Impacts During Construction and Operation			
	Applicable?*	Likely impact (negligible, low, medium or high negative or positive; or N/A)	Reasons (describe the type, nature and extent of the impact, the nature of the receiving environment and any proposed safeguards which will limit the impact)
1. Is the activity likely to affect community services or infrastructure?	<input checked="" type="checkbox"/>	Negligible short term, positive long term impact.	Goat Island is currently closed to general public access while the 2 year works program is underway. Wharf 4A will remain closed to public access whilst the works are being carried out. Once the Island is re-opened for public access Wharf 4A will provide the main entry point for visitation. Wharf 4A will also be used for public access on New Years Eve.
2. Does the activity affect sites of importance to local or broader community for their recreational or other values or access to these sites?	<input checked="" type="checkbox"/>	High positive impact	The provision of a pontoon and access ramp will enhance access for visitation by providing wheelchair grade access and safer pedestrian access from vessels on to the wharf, while negating the requirement for pedestrians to use the original but potentially slippery wharf steps. The wharf extension will provide for enhanced small vehicle access from Wharf 4A on to the Island and more rapid pedestrian entry/egress.
3. Is the activity likely to affect economic factors, including employment, industry and property value?	<input checked="" type="checkbox"/>	Positive short term impact	The project will cost in excess of \$1 million and will utilise a local engineering company and local manufacturing and wharf construction industries.
4. Is the activity likely to have an impact on the safety of the community?	<input checked="" type="checkbox"/>	Positive long term impact	The project will provide safer public access from vessels to/from Wharf 4A.
5. Is the activity likely to cause a bushfire risk?	<input type="checkbox"/>	N/A	N/A
6. Will the activity affect the visual or scenic landscape?	<input checked="" type="checkbox"/>	Short term impacts	The placement of a floating barge and crane necessary to conduct these works will contribute to the aesthetic qualities of the Island by temporarily re-introducing the type of maritime industry once widespread around the Island. The installation of a pontoon adjacent the wharf will not obscure a visual appreciation of the Island or the wharf structure. It will represent an example of floating plant, once also widespread around the Island.

Review of Environmental Factors for Access Enhancement on Wharf 4A Goat Island

7. Is the activity likely to cause noise, pollution, visual impacts, loss of privacy, glare or overshadowing to members of the community, particularly adjoining landowners?	<input checked="" type="checkbox"/>	Negligible	The activity will cause noise typical of the construction industry, a common occurrence around the harbour. The nearest residential or urban areas are at least 500 metres away and are unlikely to be affected by the noise. The closest neighbour to Goat island has not reported any undue disturbance from the current repair works on wharf 4A.
8. Is the activity likely to affect the use of, or the community's ability to use, natural resources?	<input type="checkbox"/>	N/A	N/A

* If yes, all columns need to be completed. If no, write 'N/A' in the second and third columns

For Use in Determination Only

☐ The REF adequately describes the impacts to the community.

Comments or conditions:

+ Refer to [2.10.5](#) in the Proponent

Natural Resource Impacts During Construction and Operation			
	Applicable?	Likely impact (negligible, low, medium or high negative or positive; or N/A)	Reasons (describe the type, nature and extent of the impact, the nature of the receiving environment and any proposed safeguards which will limit the impact)
1. Is the activity likely to result in the degradation of the reserve or any other area reserved for conservation purposes?	<input type="checkbox"/>	N/A	N/A
2. Is the activity likely to involve the use, wastage, destruction or depletion of natural resources including water, fuels, timber or extractive materials?	<input checked="" type="checkbox"/>	Negligible	The project will require steel piles and timber headstocks and girders. The use of steel piles on the pontoon access will negate the use of timber piles.

* If yes, all columns need to be completed. If no, write 'N/A' in the second and third columns

For Use in Determination Only

☐ The REF adequately describes the impacts to natural resources.

Comments or conditions:

+ Refer to
[2.10.6](#) in
the
Proponent
s'

Aboriginal Cultural Heritage Impacts during Construction and Operation			
	Applicable?*	Likely impact (negligible, low, medium or high negative or positive; or N/A)	Reasons (describe the type, nature and extent of the impact, the nature of the receiving environment and any proposed safeguards which will limit the impact)
1. Does the activity affect places of significance or importance to the Aboriginal community or other cultural values?	<input type="checkbox"/>	N/A	N/A
2. Is the activity likely to affect wild resources or access to these resources, which are used or valued by the Aboriginal community?	<input type="checkbox"/>	N/A	N/A
3. Does the activity affect areas nominated or declared as Aboriginal Places?	<input type="checkbox"/>	N/A	N/A
4. Does the activity affect areas subject to Native Title claims?	<input type="checkbox"/>	N/A	N/A

* If yes, all columns need to be completed. If no, write 'N/A' in the second and third columns

For Use in Determination Only

☐ The REF adequately describes the impacts to Aboriginal cultural heritage.

☐ An approval under ss 87 or 90 NP&W Act is required.

☐ An approval or general terms of approval has been obtained from Cultural Heritage Division (if not, the [Determination Notice](#) will need to be counter-signed by Cultural Heritage Division).

Comments or conditions (including those provided by Cultural Heritage Division):

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Other Cultural Heritage Impacts during Construction or Operation			
	Applicable?*	Likely impact (negligible/maintenance, minor, major, contentious; or N/A)	Reasons (describe the type, nature and extent of the impact, the nature of the receiving environment and any proposed safeguards which will limit the impact)
1. What is the impact on places, buildings, landscapes or moveable heritage items?	<input checked="" type="checkbox"/>	Negligible	The works will impact on Wharf 4A. This impact is addressed in the Statement of Heritage Impact, which concludes that this impact is negligible. The works will not impact on any other items of heritage.
2. Is any vegetation of cultural landscape value likely to be affected (eg gardens and settings, introduced exotic species, or evidence of broader remnant land uses)?	<input type="checkbox"/>	N/A	N/A

*f yes, all columns need to be completed. If no, write 'N/A' in the second and third columns

For Use in Determination Only

☐ The REF adequately describes the impacts to other cultural heritage.

☐ An approval under s 60 or s 140 of the *Heritage Act 1977* is required.

☐ An approval or general terms of approval has been obtained from Cultural Heritage Division (if not, the [Determination Notice](#) will need to be counter-signed by Cultural Heritage Division).

Comments or conditions (including those provided by Cultural Heritage Division):

+ Refer to
[2.5.3](#) and
[2.10.3](#)
and in the
Proponent
s'
Guideline
s



If there is
insufficient
space below,
attach a
separate 8-
part test
document to
the RFF

8-part test for threatened species, populations and ecological communities

Address each of the factors set out in s 5A EP&A Act to decide whether there is likely to be a significant effect on threatened species, populations, ecological communities or their habitats, as set out below, or alternatively address the factors in a separate document. In preparing this section, refer to any relevant guidelines published by the NPWS.

Threatened species, populations and communities and critical habitats listed under both the *Threatened Species Conservation Act 1997* and *Fisheries Management Act 1994* should be included. Those listed under the *Environmental Protection and Biodiversity Conservation Act 1999* (EP&BC Act) should not be included.

When you have completed the 8-part test, include the findings in [Biological Impacts](#) section.

List the species, populations and ecological communities, or their habitats which are likely to be affected by the proposal. N/A

(a) In the case of a threatened species, state whether the life cycle of the species is likely to be disrupted such that a viable local population of the species is likely to be placed at risk of extinction. N/A

(b) In the case of an endangered population, state whether the life cycle of the species that constitutes the endangered population is likely to be disrupted such that the viability of the population is likely to be significantly compromised. N/A

(c) In relation to the regional distribution of the habitat of a threatened species, population or ecological community, state whether a significant area of known habitat is to be modified or removed. N/A

(d) State whether an area of known habitat is likely to become isolated from currently interconnecting or proximate areas of habitat for a threatened species, population or ecological community. N/A

(e) State whether critical habitat will be affected. N/A

(f) State whether a threatened species, population or ecological community, or their habitats, are adequately represented in conservation reserves (or other similar protected areas) in the region N/A

(g) State whether the development or activity proposed is a class of development or activity that is recognised as a threatening process N/A

(h) State whether any threatened species, population or ecological community is at the limit of its known distribution. N/A

In conclusion, is the proposed activity likely to have a significant effect on threatened species, populations, ecological communities or their habitats? (include reasons) N/A

For Use in Determination Only

Comments or conditions:

Summary of Impacts

+ Refer to [2.11.1](#) in the Proponent's Guidelines

Summarise the level impact as negligible, low, medium or high negative, positive or N/A from the above description of the impacts of the activity.

CATEGORY OF IMPACT	Significance of impacts		
	Extent	Nature	Environmental sensitive features
Physical and Chemical	Negligible and temporary	Noise from pile driving.	None
Biological	N/A	N/A	N/A
Natural Resources	N/A	N/A	N/A
Community	Positive and long term	Works will provide enhanced public access.	None
Cultural Heritage	Positive and long term	The pontoon will remove berthing loads from the wharf. Enhanced public access will enable greater appreciation of cultural heritage.	None.

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☐ The impacts have been correctly summarised and categorised.

Conclusions

+ Refer to [2.11.2](#) in the Proponent's Guidelines

To conclude the REF, decide whether:

☐ The activity is likely to significantly affect the environment – an EIS is required. Reasons:

N/A

☐ The activity is likely to have a significant effect on threatened species, populations, ecological communities, or their habitats – a SIS is required. Reasons:

N/A

☐ The activity is in respect of land that is, or is a part of, critical habitat – a SIS is required. Reasons:

N/A

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Do you agree with the above conclusions?

Author of REF

Record the name and contact details of the author, or authors, of the REF. This is necessary should any there be a need to clarify information in the REF.

Name	Robert Newton B.App.Sc (Parks & Rec) Grad Cert (Heritage Conservation)
Position Title	Ranger Goat Island
Section/Division	Central Branch/Sydney Region
Organisation	DECC
Address	PO Box 461 ROSE BAY NSW 2029
Telephone Number	9337 7025
Mobile Number	0417 446 320
Facsimile Number	9337 1303

Signature

Date **14 November 2007**

Submitting the REF

Submit the REF to the relevant NPWS Area Manager.

Refer to
[2.12](#) in the
Proponents
'Guidelines

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Determination Notice

Note: This Determination Notice should only be used for relatively minor activities, specifically those for which the Regional Manager has authorisation to determine.

Based on the REF and any additional information obtained, it is considered that:

- ☐ The proposal is not permissible and therefore cannot be considered for approval;
- ☐ The proposal is inconsistent with NPWS policy and is therefore recommended for refusal;
- ☐ The impact of the activity is considered unacceptable and therefore recommended for refusal;
- ☐ Further information/assessment is required: ☐ EIS;
☐ SIS;
☐ Other. Please specify:
- ☐ Although further information/assessment is required, it is recommended that the proposal be refused for the following reasons:

- ☐ The proposal is recommended for approval on the following conditions:

- ☐ From the impact assessment:

- ☐ The activity is associated with an on-going use of the reserve by an external proponent – the model condition *Lease/Easement Agreement* is required.

- ☐ The proposed activity contains construction works – the model conditions *Construction Codes* and *Certification of Works in Relation to Construction Codes* are required.

Acting as a delegate of the Director-General of National Parks and Wildlife, and, in accordance with s 111 of the *Environmental Planning and Assessment Act 1979*, having taken into account to the fullest extent possible all matters likely to affect the environment as a result of the proposed activity, I hereby determine the Review of Environmental Factors by:

- ☐ granting approval subject to the conditions specified in the attached Schedule 1; or
- ☐ refusing to grant approval.

Name:

Position:

Date:

☐ Approval under ss 87 or 90 NP&W Act or ss 60 or 140 of the *Heritage Act 1977* is required. The determination must be countersigned by the delegated heritage approval officer prior to works commencing.

Name:

Position:

Date:

Schedule 1 of the Determination Notice: Conditions

